City of Ramsey
Agenda
Regular City Council
Tuesday August 13, 2013
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. Call to Order

2. Presentation
1) Formal Swearing in of New Councilmember Jill Johns - Ward 1
2) Issue Certification of Election to Councilmember Jill Johns

3. Citizen Input

4. Consent Agenda

1. Receive Cash and Investments for Period Ending July 31, 2013

2. Receive 2013 Building Division Month End Report: July

3. Receive 2nd Quarter Fire Report

4. Approve the Following Meeting Minutes:
1. City Council Work Session - July 9, 2013
2. City Council Regular - July 9, 2013
3. City Council Work Session - July 23, 2013
4. City Council Regular - July 23, 2013

5. Approve License Applications

6. Approve an Exemption for a Gambling License for Ducks Unlimited-Game Fair

7. Approve an Exemption For a Gambling License for Wounded Warriors Guide Service

8. Approve Request to Declare Surplus Property

9. Introduce Ordinance #13-15 to Establish Armstrong Boulevard Interchange Overlay District

10. Introduce Ordinance #13-16 Amending City Code Relating to Surfacing Requirements in the Official Map Overlay District and Other Highway 10 Improvement Impact Areas

11. Consider Site Plan for Building Expansion at 14350 Azurite St NW; Case of Diamond Graphics, Inc.

12. Consider Request for an Amended Conditional Use Permit for an Expansion of a Religious Institution at 6341 167th Avenue NW; Case of Pathways Community Church

13. Adopt Resolution #13-08-129 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 18, 2013 through August 7, 2013

14. Adopt Resolution #13-08-130 Authorizing The Request of $23,000 From the City's Allocation of Anoka County Housing and Redevelopment Authority (ACHRA) Funds for the Demolition of 6710 Highway 10 NW and 6203 Rivlyn Avenue NW

15. Adopt Resolution #13-08-135 Reaffirming Council Action of Approving Easement No. AW001b to Great River Energy on Lot 1, Block 1, Alpine Addition, City of Ramsey, Anoka County, Minnesota

16. Report from the Finance Committee - July 16, 2013
1) Nominate Chair & V-Chair for Committtee - *Ratify recommendation of FC and appoint Councilmember Riley as Chair and Councilmember LeTourneau as V-Chair*
2) Review of 2012 Comprehensive Annual Financial Report - *Presented for Discussion*
3) 2014 Preliminary Budget Updates - *No Action Necessary*

17. Report from Public Works Committee meeting date July 16, 2013.
1) Consideration of Permitting Fence Encroachments across Private Property Lines: *Ratify the recommendation of the Public Works Committee to change the City policy allowing fences to be extended across property lines. Full motion/report in case background.*
2) Consider Partial Vacation of Drainage and Utility Easement at 15069 Helium Street NW: *Ratify the recommendation of the Public Works Committee to approve Option 1 - Full motion/report in case background.*
3) Approve Plans and Specifications, and Joint Powers Agreement for the Mississippi River Trail: *Ratify the recommendation of the Public Works Committee to approve the plans and specifications and the JPA for the Mississippi River Trail.*
4) Cost Estimate for Pedestrian Crosswalk at Alpine Drive and Zirconium Street: *Ratify the recommendation of the Public Works Committee to install standard crosswalk signage 200 feet west of Zirconium Street to include 200 feet of aggregate trail on the north side of Alpine Drive and 225 feet of aggregate trail on the south side of Alpine Drive at a cost of $9,300.*
5) Recommend Shelter and Restroom for Riverdale Park – 2013 Capital Improvement: *Ratify the recommendation of the Public Works Committee to approve a not-to-exceed amount of $84,000 from the Park Trust Fund for Riverdale Park's shelter, restroom, and drinking fountain as presented within the 2013 Capital Improvement Plan.*
Committee/Staff Input: Discuss Request to Mow Portions of an Undeveloped Park – Shawn Acres: *ratify the consensus of the Public Works Committee and direct staff to mow the front portions of Shawn Acres Park on as-needed basis.*

5. Approve Agenda

6. Public Hearing

7. Council Business

1. Adopt Resolution #13-08-133 to Continue Efforts towards a Shared Fire Service

2. Authorizing the Issuance of Approximately $11.5M of Lease Revnue Bonds for Pact Charter School (Conduit Refinancing) and the Execution of Various Documents in Connection with the Pact Charter School Project

3. Adopt Resolution #13-08-131 Authorizing the Issuance and Awarding the Sale of $635,000 General General Obligation Equipment Certificates of Indebtedness, Series 2013A

4. **This case was pulled from the agenda.** Adopt Resolution #13-08-136 Approving the Joint Powers Agreement and Accepting Bids for the Mississippi River Trail

5. 2013 Happy Days Update

6. Decommission One Tennis Court, and Refurbish Three Other Courts

7. Consider Resolution #13-08-134 Re-Affirming Grant of Cross Access and Maintenance License Agreement to Ramsey JR Partners, LLC on Tract C, Registered Land Survey No. 151 (Adjacent to 6139 Highway 10 NW and 6141 Highway 10 NW)

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

1. Reminder - The Farmer's Market - Thursdays from 3:00 to 7:00 and Entertainment in The Draw Park from 6:30 to 8:00
2. Tuesday, August 20 - Ramsey Business Appreciation Golf Event - no City meetings that evening

9. **Adjournment**

CC Regular Session **4. 1.**

Meeting Date: 08/13/2013

By: Diana Lund, Finance

Information

Title:

Receive Cash and Investments for Period Ending July 31, 2013

Background:

Report on the city's cash and investments for the period ending July 31, 2013. Cash balances graph reflects the changes in cash balances on the city's major funds for the period ending July 31, 2013 in comparison to year-ending December 31, 2012. December 2012 numbers reflect final audited numbers.

Council Action:

None Required. Informational Only.

Attachments

Cash and Investments for Period Ending July 31, 2013

Cash Balances on Major City Funds - July 31, 2013

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/03/2013 12:00 PM
Form Started By: Diana Lund		Started On: 07/25/2013 02:22 PM
Final Approval Date: 08/03/2013		

CITY OF RAMSEY
REPORT OF POOLED CASH FLOWS
Period Ended July 31, 2013

	July-13 CURRENT MONTH	2013 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE	$ 42,008,549.66	$ 42,990,689.01
CASH INFLOWS:		
Daily Deposit	1,075,089.50	3,998,517.76
Tax Settlements	2,568,640.14	5,801,833.54
U/B Receipts	30,856.57	1,550,218.44
Credit Cards	28,203.46	251,390.50
Interest Earnings [Net of Interest Paid on Investments]	45,826.96	398,663.61
Bond Proceeds	-	-
TOTAL CASH INFLOW	$ 3,748,616.63	$ 12,000,623.85
TOTAL CASH AVAILABLE	$ 45,757,166.29	$ 54,991,312.86
CASH OUTFLOWS:		
Prepaid Checks	858,660.85	$ 5,091,038.53
Bills Lists	270,201.20	2,621,157.87
Pay Estimates	31,086.44	234,017.18
Credit Cards	836.95	8,200.02
Payroll - Net	288,862.34	1,822,281.43
Flex Reimbursement	3,536.59	33,493.53
Void Checks/Dormant Checks Paid	(20,147.31)	(47,951.19)
Debt Service	-	904,946.26
Miscellaneous [Bank Charges; etc.]	-	-
TOTAL CASH OUTFLOW	$ 1,433,037.06	$ 10,667,183.63
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	**$ 44,324,129.23**	**$ 44,324,129.23**
MEMO - NET 2013 CASH INFLOW (OUTFLOW)	**2,315,579.57**	**1,333,440.22**
INVESTMENT PORTFOLIO SUMMARY		
BEGINNING BALANCE	**$ 36,960,600.77**	**$ 35,341,145.16**
Purchases	1,542,000.00	12,284,000.00
Maturities/Sales	(827,145.15)	(9,949,689.54)
ENDING BALANCE	**$ 37,675,455.62**	**$ 37,675,455.62**

Prepared by the City of Ramsey Finance Department
8/2/2013

2013 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2013	PURCH 2013	SOLD/ MATURE 2013	BV PRIN BAL 12/31/2013	PAR	YTM
031029	3/15/2013	Landmark	CD-Landmark	old-12456 new-13672	317,299.14		317,299.14	0.00 0.00	256,633	1.50%
121203A	5/31/2013	4M	Term Series 4M		4,000,000.00		4,000,000.00	0.00	4,000,000	0.20%
130606A	9/4/2013	4M	Term Series 4M			2,000,000.00	0.00	2,000,000.00	2,000,000	0.12%
121203B	11/29/2013	4M	Term Series 4M		1,000,000.00		0.00	1,000,000.00	1,000,000	0.25%
								3,000,000.00		
091229D	12/29/2014	BOW	FFCB	31331JAN3	1,000,000.00		0.00	1,000,000.00	1,000,000	2.75%
								1,000,000.00		
		FNC	CLOSE out MM							
120711	7/11/2014	ICD SEC	CD-ALLY BANK	02005QM67	73,000.00		0.00	73,000.00	73,000	0.90%
121219B	12/19/2014	ICD SEC	CD-ALLY BANK	02005QU84	115,000.00		0.00	115,000.00	115,000	0.70%
121219A	12/21/2015	ICD SEC	CD-ALLY BANK	02005QU76	58,000.00		0.00	58,000.00	58,000	0.90%
081028	10/28/2013	ICD SEC	CD-AMERICAN CHARTEI	27006	100,000.00		0.00	100,000.00	100,000	5.50%
110609	6/9/2014	ICD SEC	CD-AMERICAN EXPRESS	02587DAX6	250,000.00		0.00	250,000.00	250,000	1.25%
120718	11/18/2013	ICD SEC	CD-APPLE BANK FOR SA	037830MN3	78,000.00		0.00	78,000.00	78,000	0.45%
110803A	2/4/2013	ICD SEC	CD-BANCO POPULAR	05967EGL7	200,000.00		200,000.00	0.00	200,000	0.65%
120621	6/21/2013	ICD SEC	CD-BANK BALBAO	059457UY5	150,000.00		150,000.00	0.00	150,000	0.50%
120926	9/26/2013	ICD SEC	CD-BANK HAPOALIM	062S1AYM6	100,000.00		0.00	100,000.00	100,000	0.50%
091203	12/3/2014	ICD SEC	CD-BANK OF AMERICA N	3510	100,000.00		0.00	100,000.00	100,000	3.50%
120713	7/12/2013	ICD SEC	CD-BANK OF BARODA	060624JZ7	249,000.00		249,000.00	0.00	249,000	0.45%
111221B	12/23/2013	ICD SEC	CD-BANK OF CHINA	06425HVS3	100,000.00		0.00	100,000.00	100,000	1.10%
121231	12/31/2013	ICD SEC	CD-BANK OF CHINA	06426NVL3	149,000.00		0.00	149,000.00	149,000	0.55%
081223	12/23/2013	ICD SEC	CD-BANK OF HOLLAND	34862	100,000.00		0.00	100,000.00	100,000	4.95%
130424	4/23/2014	ICD SEC	CD-BANK OF INDIA	0627826D4		100,000.00	0.00	100,000.00	100,000	0.35%
120411	4/10/2013	ICD SEC	CD-BANK OF INDIA	06782D20	100,000.00		100,000.00	0.00	100,000	0.45%
121031	10/30/2013	ICD SEC	CD-BANK OF INDIA	062782T98	100,000.00		0.00	100,000.00	100,000	0.50%
120208A	5/8/2013	ICD SEC	CD-BEAL BANK USA	07370SK20	249,000.00		249,000.00	0.00	249,000	0.40%
120210	8/12/2013	ICD SEC	CD-BMW BANK	05568PV46	100,000.00		100,000.00	0.00	100,000	0.60%
121123C	11/16/2016	ICD SEC	CD-BMW BANK OF NORT	05568P2K2	100,000.00		0.00	100,000.00	100,000	1.20%
081009	10/9/2013	ICD SEC	CD-CAPITOL CITY BANK	33938	100,000.00		0.00	100,000.00	100,000	5.25%
130726A	1/26/2016	ICD SEC	CD-CATHAY BANK	149159JA4		248,000.00	0.00	248,000.00	249,000	0.70%
110831	2/28/2014	ICD SEC	CD-CIT BANK	172854AWZ7	200,000.00		0.00	200,000.00	200,000	1.05%
110930	9/30/2013	ICD SEC	CD-COMPASS BANK	20449E3C8	100,000.00		0.00	100,000.00	100,000	1.00%
111014	10/21/2013	ICD SEC	CD-COMPASS BANK	20449E3Z7	100,000.00		0.00	100,000.00	100,000	1.05%
130710A	7/10/2015	ICD SEC	CD-DISCOVER BANK	254671RU6		100,000.00	0.00	100,000.00	249,000	0.70%
130724	7/24/2015	ICD SEC	CD-DISCOVER BANK	254671SP6		149,000.00	0.00	149,000.00	249,000	0.65%
110629A	7/1/2013	ICD SEC	CD-DISCOVER BANK	254670G48	248,000.00		248,000.00	0.00	248,000	0.85%
130325	9/25/2014	ICD SEC	CD-DORAL BANK	25811L3F4		249,000.00	249,000.00	0.00	249,000	0.40%
101221	12/23/2013	ICD SEC	CD-DORAL BANK	25811LYN3	249,000.00		0.00	249,000.00	249,000	1.45%
121129	11/29/2013	ICD SEC	CD-EVERBANK	29976DQC7	200,000.00		0.00	200,000.00	200,000	0.50%
130731	2/9/2016	ICD SEC	CD-FARMERS TRUST & S	310756AB7		100,000.00	0.00	100,000.00	249,000	0.70%
130520	11/20/2014	ICD SEC	CD-FIDELITY BANK	315886AQ4		150,000.00	0.00	150,000.00	150,000	0.30%
120810	8/9/2013	ICD SEC	CD-FIRST BANK OF PUEF	33764JJA4	150,000.00		0.00	150,000.00	150,000	0.50%
121019	10/18/2013	ICD SEC	CD-FIRST BANK OF PUEF	33764JMR3	100,000.00		0.00	100,000.00	100,000	0.50%
130301	3/1/2018	ICD SEC	CD-GE CAPITAL BANK	3616ITJB2		200,000.00	0.00	200,000.00	200,000	1.10%
120817B	8/18/2014	ICD SEC	CD-GE CAPITAL BANK	36161TDW2	49,000.00		0.00	49,000.00	49,000	0.90%
110225	2/25/2013	ICD SEC	CD-GE CAPITAL FINANCI	3616OTQJ8	200,000.00		200,000.00	0.00	200,000	0.95%
130327	9/28/2015	ICD SEC	CD-GOLDMAN SACHS	38147JCG5		100,000.00	100,000.00	0.00	100,000	0.65%
110921	3/21/2013	ICD SEC	CD-GOLDMAN SACHS	3814265W1	100,000.00		0.00	100,000.00	100,000	0.65%
120808	8/8/2013	ICD SEC	CD-GOLDMAN SACHS	38143AX46	48,000.00		0.00	48,000.00	48,000	0.45%
111211A	12/23/2013	ICD SEC	CD-GOLDMAN SACHS	38143AEB7	100,000.00		0.00	100,000.00	100,000	1.10%
130213	8/13/2014	ICD SEC	CD-KEY BANK NA	49306SRC2		249,000.00	0.00	249,000.00	249,000	0.35%
110629C	4/29/2014	ICD SEC	CD-LAKESIDE BANK	51210SG47	249,000.00		0.00	249,000.00	249,000	1.00%
130417	10/16/2015	ICD SEC	CD-MARLIN BUSINESS B	57116AFUS		200,000.00	0.00	200,000.00	200,000	0.45%
110613	12/13/2013	ICD SEC	CD-MEDALLION BANK	58403BUW4	100,000.00		0.00	100,000.00	100,000	1.10%
130726B	1/26/2015	ICD SEC	CD-MERRICK BANK	56012Y4E4		100,000.00	0.00	100,000.00	249,000	0.50%
130628A	12/29/2014	ICD SEC	CD-MERRICK BANK	59012Y3Y1		150,000.00	0.00	150,000.00	150,000	0.50%
130206	2/8/2016	ICD SEC	CD-ORIENTAL BANK & T	6861845S2		200,000.00	0.00	200,000.00	200,000	0.90%
120427	7/29/2013	ICD SEC	CD-PRIVATEBANK & TR	742676SB4	100,000.00		100,000.00	0.00	100,000	0.35%
130515	5/15/2015	ICD SEC	CD-SAFRA NATIONAL BA	78658AGG		99,000.00	0.00	99,000.00	99,000	0.40%
120307	4/8/2013	ICD SEC	CD-SAFRA NATIONAL BA	786580A59	100,000.00		100,000.00	0.00	100,000	0.35%
120131	1/30/2015	ICD SEC	CD-SAFRA NATIONAL BA	786584YA2	100,000.00		0.00	100,000.00	100,000	1.00%
120815	8/15/2014	ICD SEC	CD-SALLIE MAE BANK	795450NU5	249,000.00		0.00	249,000.00	249,000	0.90%
120208B	2/7/2013	ICD SEC	CD-SOVEREIGN BANK	84603MV29	249,000.00		249,000.00	0.00	249,000	0.40%
120123	1/23/2015	ICD SEC	CD-STATE BANK OF INDI	33664	150,000.00		0.00	150,000.00	150,000	1.10%
120629	7/1/2013	ICD SEC	CD-STATE BANK OF INDI	33664	100,000.00		100,000.00	0.00	100,000	0.80%
111005	10/5/2026	ICD SEC	CD-WELLS FARGO BANK	949748K97	150,000.00		0.00	150,000.00	150,000	3.00%
;0812121	12/12/2013	ICD SEC	CD-WORLDS FOREMOST	57079	100,000.00		0.00	100,000.00	100,000	4.95%

2013 CASH AND INVESTMENT ACTIVITY

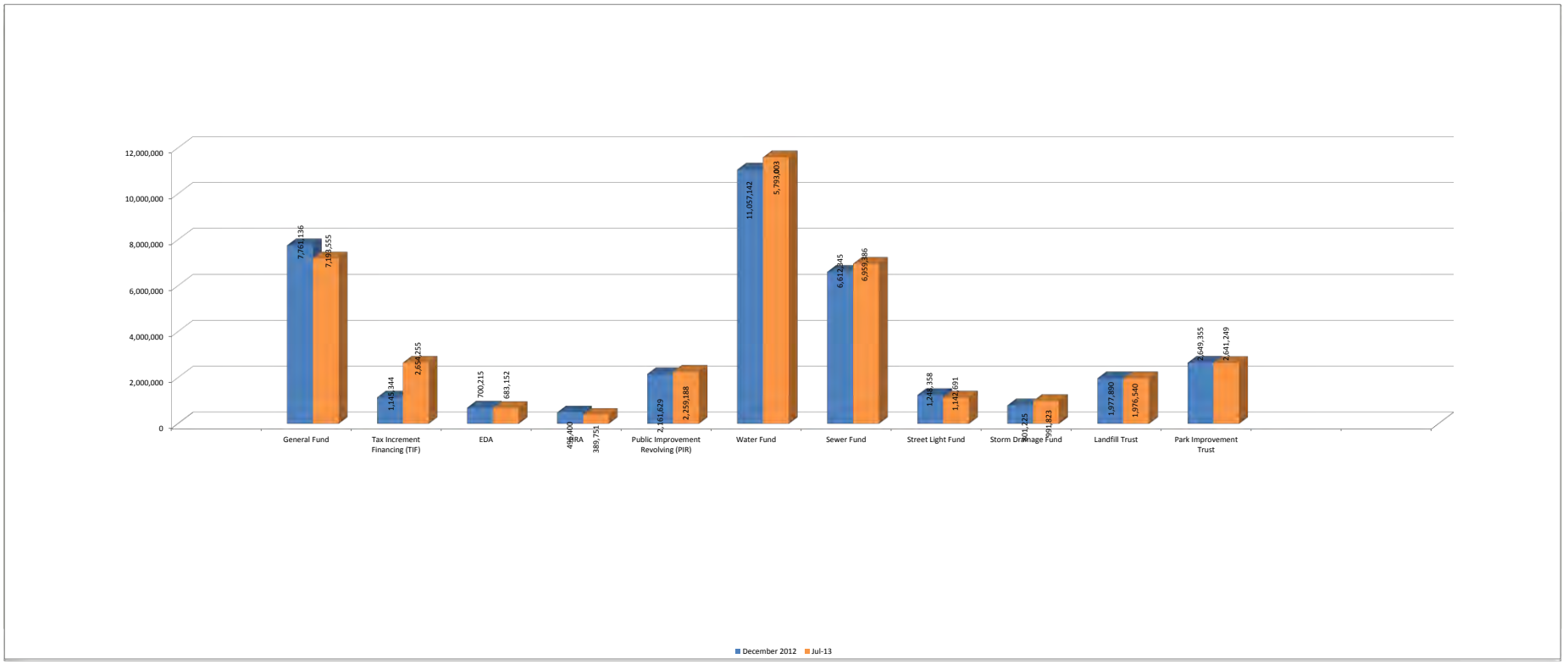
CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2013	PURCH 2013	SOLD/ MATURE 2013	BV PRIN BAL 12/31/2013	PAR	YTM
								6,062,000.00		
090102A	1/25/2033	Com Sec	FNR 2003-19 ME	31392JJG5	43,778.37		14,404.53	29,373.84	165,176	3.95%
090102B	12/25/2018	Com Sec	FNR 2003-120 BY	31393UGR8	132,527.24		37,250.82	95,276.42	200,000	3.98%
080128C	1/15/2038	Com Sec	FHR 3404 JC	31397PTH3	218,355.51		218,355.51	0.00	1,000,000	4.74%
			Add Back prn paydown in 1/13					124,650.26		
120214B	4/1/2017	Northland	ST FRANCIS ISD#15	789466-PU-7	250,000.00		0.00	250,000.00	250,000	4.40%
130125A	3/1/2019	Northland	WITTENBERG WIS SCHO	97746PBL2	0.00	110,000.00	110,000.00	0.00	110,000	5.30%
130722	2/1/2021	Northland	MOUND MN TAXABLE	620S35-W4-2	0.00	95,000.00	0.00	95,000.00	95,000	2.00%
130624A	2/1/2023	Northland	RAMSEY COUNTY TAXA	751622-HH-7	0.00	595,000.00	0.00	595,000.00	595,000	2.75%
130624B	2/1/2022	Northland	RAMSEY COUNTY TAXA	751622-HG-9	0.00	285,000.00	0.00	285,000.00	285,000	2.50%
130624C	6/1/2018	Northland	WATERLOO IOWA TAXA	941647-NZ-8	0.00	345,000.00	0.00	345,000.00	345,000	2.00%
130702A	1/1/2019	Northland	MINNETONKA ISD #276	604195-VW-4	0.00	285,000.00	0.00	285,000.00	285,000	1.40%
130702B	1/1/2021	Northland	MINNETONKA ISD #276	604195-UY-0	0.00	400,000.00	0.00	400,000.00	400,000	2.10%
130312	12/1/2014	Northland	MENARD & CASS COUNT	76T-173301	0.00	590,000.00	0.00	590,000.00	590,000	3.50%
130125b	12/1/2020	Northland	PALATINE ILL TAX	696089QL8	0.00	100,000.00	0.00	100,000.00	100,000	5.05%
130125C	12/1/2019	Northland	PALATINE ILL TAX	696089QKO	0.00	200,000.00	0.00	200,000.00	200,000	5.00%
130125D	12/1/2018	Northland	PALATINE ILL TAX	696089QJ3	0.00	85,000.00	0.00	85,000.00	85,000	4.85%
130412	2/1/2024	Northland	BECKER MN TAX	075671LJ4	0.00	50,000.00	0.00	50,000.00	50,000	2.75%
121211A	6/1/2014	Northland	IOWA WESTERN COMM (	462612-QJ-4	130,000.00		0.00	130,000.00	130,000	0.40%
121211B	6/1/2015	Northland	IOWA WESTERN COMM (	462612-QK-1	175,000.00		0.00	175,000.00	175,000	0.50%
121211C	6/1/2016	Northland	IOWA WESTERN COMM (	462616-QL-9	100,000.00		0.00	100,000.00	100,000	0.65%
121228A	6/1/2017	Northland	IOWA WESTERN COMM (	462612-QM-7	100,000.00		0.00	100,000.00	100,000	0.85%
121228B	9/1/2023	Northland	MIDDLETON WIS REFUN	596782-T6-7	300,000.00		0.00	300,000.00	300,000	2.36%
120214B	9/1/2025	Northland	MIDDLETON WIS REFUN	596782-TJ-1	315,000.00		0.00	315,000.00	315,000	2.85%
120215A	1/1/2028	Northland	MINNETONKA ISD #276	604195-SB-4	50,000.00		0.00	50,000.00	50,000	5.20%
120215B	6/1/2026	Northland	CEDAR RAPIDS IO TAX	150528-JU-2	50,000.00		0.00	50,000.00	50,000	4.55%
120215C	10/1/2019	Northland	WESTERN LAKE SUPERI(	958522-WV-4	100,000.00		0.00	100,000.00	100,000	3.15%
040518	2/1/2013	Northland	FNMA 254663	31371K-Z4-6	1,137.96		1,003.64	134.32	272,453	3.77%
090212A	2/1/2013	Northland	ROSEMOUNT ISD#196	777594-WW-8	150,000.00		150,000.00	0.00	150,000	3.00%
090820A	2/1/2013	Northland	LACQUI PARLE VALLEY	505468-AH-1	115,000.00		115,000.00	0.00	115,000	2.65%
090213B	6/1/2013	Northland	ILLINOIS ST PENSION	452151-LA-9	345,000.00		345,000.00	0.00	345,000	3.85%
080828B	8/28/2013	Northland	CD-NATIONAL REP BANI	63736Q-JT-9	97,000.00		0.00	97,000.00	97,000	4.95%
090420A	11/1/2013	Northland	BURLINGTON VT PUB IM	122062-MJ-8	125,000.00		0.00	125,000.00	125,000	3.26%
080731	12/15/2013	Northland	BEAVER CITY PA TAX	074851-MQ-6	125,000.00		0.00	125,000.00	125,000	5.00%
100106	12/15/2013	Northland	FOX VALLEY PK DIST BA	351592-GC-8	400,000.00		0.00	400,000.00	400,000	2.06%
080324	12/30/2013	Northland	WHEATON IL PK TAX	96257-PB-0	475,000.00		0.00	475,000.00	475,000	4.15%
090630B	12/30/2013	Northland	MCGREGOR ISD #004	580705-GM-7	100,000.00		0.00	100,000.00	100,000	3.00%
090212B	2/1/2014	Northland	ROSEMOUNT ISD#196	777594-WX-6	300,000.00		0.00	300,000.00	300,000	3.50%
090715A	2/1/2014	Northland	MOWER CTY MIN JAIL	624662-AH-5	515,000.00		0.00	515,000.00	515,000	3.80%
090820B	2/1/2014	Northland	LACQUI PARLE VALLEY	505468-AJ-7	120,000.00		0.00	120,000.00	120,000	3.15%
080425A	3/1/2014	Northland	DAUPHIN COUNTY PA	238253-RU-4	150,000.00		0.00	150,000.00	150,000	5.00%
090217B	3/1/2014	Northland	STILLWATER ISC #834	860758-PY-1	200,000.00		0.00	200,000.00	200,000	3.40%
100223B	4/1/2014	Northland	WINNEBAGO CITY WIS	974603-MZ-2	200,000.00		0.00	200,000.00	200,000	2.10%
080507	5/1/2014	Northland	FREEPORT NE ELEC TAX	356730-T7-6	110,000.00		0.00	110,000.00	110,000	4.50%
090528B	5/28/2014	Northland	CD-SUNTRUST BANK	86789V-HM-2	100,000.00		0.00	100,000.00	100,000	4.00%
091103	6/1/2014	Northland	GRIMES IOWA BABS	398526-FV-O	120,000.00		0.00	120,000.00	120,000	3.25%
110201A	6/1/2014	Northland	WINDSOR HTS IOWA TA)	973602-KR-5	255,000.00		0.00	255,000.00	255,000	1.35%
110301B	6/1/2014	Northland	DES MOINES IA COMM C	250097-YR-7	265,000.00		0.00	265,000.00	265,000	2.00%
110602	7/5/2014	Northland	ELKHART, IN COMM SCH	287515-SF-8	250,000.00		0.00	250,000.00	250,000	5.75%
110715	10/22/2014	Northland	CD-BMW BANK	05568P-YZ-4	147,000.00		0.00	147,000.00	147,000	1.55%
090630C	12/30/2014	Northland	MCGREGOR ISD #004	580705-GL-9	105,000.00		0.00	105,000.00	105,000	3.40%
090206	2/1/2015	Northland	NORTH ST PAUL MAPLE\	6621406D9	355,000.00		0.00	355,000.00	355,000	3.70%
090528A	2/1/2015	Northland	WAYZATA ISD #284	946813-TF-9	500,000.00		0.00	500,000.00	500,000	3.15%
090715B	2/1/2015	Northland	MOWER CTY MIN JAIL	624662-AJ-1	250,000.00		0.00	250,000.00	250,000	4.10%
090914	2/1/2015	Northland	GRAND RAPIDS MN EQU	386334-2L-9	115,000.00		0.00	115,000.00	115,000	3.70%
100803A	2/1/2015	Northland	NEW PRAGUE BAB	648159-TU-5	60,000.00		0.00	60,000.00	60,000	2.65%
090310	4/1/2015	Northland	WEST ALLIS WIS COMM	951172-7R-0	340,000.00		0.00	340,000.00	340,000	3.75%
081106	6/1/2015	Northland	KIRKWOOD COMM COLL	497595-VC-9	245,000.00		0.00	245,000.00	245,000	5.50%
110301A	6/1/2015	Northland	DES MOINES IA COMM C	250097-YS-5	100,000.00		0.00	100,000.00	100,000	2.50%
090420B	11/1/2015	Northland	BURLINGTON VT PUB IM	022062-ML-3	200,000.00		0.00	200,000.00	200,000	3.75%
110913A	12/1/2015	Northland	APPLETON MN TAXABLE	03805A-KR-8	140,000.00		0.00	140,000.00	140,000	1.60%
080502	12/15/2015	Northland	ROCKFORD ILL TAX	77316Q-B4-4	205,000.00		0.00	205,000.00	20,500	5.13%
110208	12/30/2015	Northland	MCGREGOR ISD #004	580705-GN-5	95,000.00		0.00	95,000.00	95,000	2.35%
090217C	3/1/2016	Northland	STILLWATER ISC #834	860758-QA-2	245,000.00		0.00	245,000.00	245,000	4.20%
110114B	3/1/2016	Northland	APPLETON WIS SCHOOL	038106-JN-1	100,000.00		0.00	100,000.00	100,000	2.77%
100223A	6/1/2016	Northland	DAVENPORT IOWA TAX/	238388-FU-1	335,000.00		0.00	335,000.00	335,000	3.25%
110201B	6/1/2016	Northland	WINDSOR HTS IOWA TA)	973602-KT-1	130,000.00		0.00	130,000.00	130,000	2.30%
110816A	10/1/2016	Northland	WESTIN LAKE SUPERIOR	958522-WR-1	350,000.00		0.00	350,000.00	350,000	2.10%
110714B	10/1/2016	Northland	WAUWATO WIS REFUND	943504-R2-8	300,000.00		0.00	300,000.00	300,000	1.90%
110913B	12/1/2016	Northland	APPLETON MN TAXABLE	038051-KS-6	110,000.00		0.00	110,000.00	110,000	2.00%
110114A	2/1/2017	Northland	HOPKINS ISD #270	439881-HB-2	100,000.00		0.00	100,000.00	100,000	2.75%

2013 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2013	PURCH 2013	SOLD/ MATURE 2013	BV PRIN BAL 12/31/2013	PAR	YTM
110203A	4/1/2017	Northland	MEDFORD WIS SCHOOL I	58434T-DK-3	40,000.00		0.00	40,000.00	40,000	2.75%
110106	6/1/2017	Northland	CHARLES CTY MD	159807-C3-8	105,000.00		0.00	105,000.00	105,000	4.00%
120214A	9/1/2017	Northland	TAOS NEW MEX SD	876014-FV-8	175,000.00		0.00	175,000.00	175,000	4.63%
110816B	10/1/2017	Northland	WESTIN LAKE SUPERIOR	958522-WS-9	350,000.00		0.00	350,000.00	350,000	2.50%
100803B	2/1/2018	Northland	NEW PRAGUE BAB	648159-TX-9	70,000.00		0.00	70,000.00	70,000	3.75%
111031	6/1/2018	Northland	RACINE WIS TAXABLE	750021-6D-4	755,000.00		0.00	755,000.00	755,000	2.10%
110608	2/1/2019	Northland	WADENA MN BAB	930217-JD-7	95,000.00		0.00	95,000.00	95,000	3.94%
100803C	2/1/2019	Northland	NEW PRAGUE BAB	648159-TY-7	45,000.00		0.00	45,000.00	45,000	4.00%
110310	2/1/2020	Northland	BROOKLYN CENTER ISD	113853-KG-9	285,000.00		0.00	285,000.00	285,000	4.65%
100803D	2/1/2020	Northland	NEW PRAGUE BAB	648159-TZ-4	70,000.00		0.00	70,000.00	70,000	4.25%
120308A	12/1/2020	Northland	SHOREWOOD WIS TAX	825230-KU-8	150,000.00		0.00	150,000.00	150,000	2.50%
120321	3/1/2022	Northland	MADISION WI SCHOOL D	558495-KN-6	500,000.00		0.00	500,000.00	500,000	2.50%
120606B	6/1/2022	Northland	CEDAR RAPIDS IO TAX	150528-N2-6	135,000.00		0.00	135,000.00	135,000	2.50%
120308B	12/1/2022	Northland	SHOREWOOD WIS TAX	825230-KW-4	150,000.00		0.00	150,000.00	150,000	2.80%
120606A	6/1/2023	Northland	CEDAR RAPIDS IO TAX	150528-PA-9	140,000.00		0.00	140,000.00	140,000	2.70%
120308C	12/1/2027	Northland	SHOREWOOD WIS TAX	825230-LB-9	225,000.00		0.00	225,000.00	225,000	3.25%
120308D	12/1/2028	Northland	SHOREWOOD WIS TAX	825230-LC-7	465,000.00		0.00	465,000.00	465,000	3.15%
								16,789,134.32		
971212	11/28/2002	UBS	CD-FNB KEYSTONE, Neva	320950AJ7R	96,000.00		0.00	96,000.00	96,000	6.25%
010328	6/25/2023	UBS	FHG14A	312916PD5R	8,000.00		2,000.00	6,000.00	152,000	6.00%
120822	8/22/2022	UBS	FHLB	313380C47	500,000.00		0.00	500,000.00	500,000	1.25%
120820	8/20/2027	UBS	FHLB	313380B71	1,000,000.00		0.00	1,000,000.00	1,000,000	1.00%
130404	10/25/2027	UBS	FHLB	31338OUU9	-	750,000.00	0.00	750,000.00	750,000	2.13%
130710B	6/20/2023	UBS	FHLB	31338321	-	750,000.00	0.00	750,000.00	750,000	2.03%
130606B	11/1/2019	UBS	NYC GEN TAX	64971QH63	-	1,000,000.00	0.00	1,000,000.00	1,000,000	1.73%
130611	5/21/2018	UBS	FNMA	3135GOXDO	-	750,000.00	0.00	750,000.00	750,000	1.29%
130627	6/5/2019	UBS	FNMA	3133835X5	-	500,000.00	0.00	500,000.00	500,000	1.99%
130628B	5/26/2023	UBS	FHLB	313383CQ2	-	500,000.00	0.00	500,000.00	500,000	1.78%
130425	4/25/2023	UBS	FHLB	313382QZ9	-	500,000.00	0.00	500,000.00	500,000	1.63%
121123A	11/23/2027	UBS	FHLB	313381BT1	500,000.00		0.00	500,000.00	500,000	2.16%
121123B	11-23-27	UBS	FHLB	313381BD6	500,000.00		0.00	500,000.00	500,000	2.00%
121128	11/28/2022	UBS	FHLB	313381AC9	500,000.00		0.00	500,000.00	500,000	1.25%
121221	12/21/2027	UBS	FHLB	313381FPS	750,000.00		0.00	750,000.00	750,000	2.00%
120730	7/30/2024	UBS	FHLB-STEP	3133803H8	500,000.00		0.00	500,000.00	500,000	1.90%
120228	2/28/2017	UBS	FHLMC	313463NA4	400,000.00		0.00	400,000.00	400,000	1.31%
120328	3/28/2022	UBS	FHLMC	3134G3SF8	500,000.00		500,000.00	0.00	500,000	2.13%
000417	8/15/2021	UBS	FHLMC REMIC 181e	312904AU9C	2,276.81		437.45	1,839.36	88,604	7.00%
970917B	9/15/2021	UBS	FHLMC REMIC SERIES FI	312904GT6C	3,637.37		495.11	3,142.26	255,714	7.21%
020826	10/15/2022	UBS	FHR 1391D	312912LUO	2,539.24		277.20	2,262.04	59,990	6.00%
030630A	6/15/2018	UBS	FHR 2628 AB	31393VMQ1C	26,639.15		7,347.88	19,291.27	200,000	3.12%
030930A	9/15/2018	UBS	FHR 2677 KH	31394JTP2	57,367.18		13,580.24	43,786.94	300,000	4.50%
040730A	7/15/2019	UBS	FHR 2822 DB	31395C3S8	95,514.35		25,920.08	69,594.27	500,000	5.00%
040730B	7/15/2019	UBS	FHR 2822 DQ	31395C3U3	20,216.44		13,005.38	7,211.06	500,000	5.00%
120322	3/22/2027	UBS	FNMA	3136FT6A2	500,000.00		500,000.00	0.00	500,000	1.49%
120329B	3/29/2027	UBS	FNMA	3136FT7E3	500,000.00		500,000.00	0.00	500,000	2.00%
970625	2/25/2021	UBS	FNMA FNR-1991-7 H	31358FZW2	3,000.00		1,000.00	2,000.00	129,000	7.84%
0210004	8/25/2022	UBS	FNR 1992-125L	31358PS40C	2,974.07		246.19	2,727.88	52,000	7.00%
031030A	11/25/2018	UBS	FNR 2003-113KA	31393T2P0	7,082.57		7,082.56	0.01	197,000	4.50%
030430B	4/25/2018	UBS	FNR 2003-41-JH	31393BD36C	11,621.53		9,827.74	1,793.79	300,000.00	5.00%
030730A	8/25/2018	UBS	FNR 2003-74-KN	31393EAL3C	55,357.71		17,321.39	38,036.32	300,000.00	3.59%
040830	8/25/2019	UBS	FNR 2004 68 BT	31394AYU4	1,636.64		1,629.83	6.81	500,000	
001127	7/25/2022	UBS	FNR G92-35	31358PHV2C	2,688.86		268.36	2,420.50	75,215	7.49%
020816B	1/25/2024	UBS	FNR G94-2D	31359GR40	134.80		134.81	-0.01	46,221	6.45%
040430	4/25/2019	UBS	FNR-2004-31-DA	31393YAJ4	35,360.22		31,801.68	3,558.54	500,000	4.50%
101228	4/1/2013	UBS	MPLS SCHOOL DISTR	603792PR7	615,000.00		615,000.00	0.00	615,000	1.70%
121207	11/1/2018	UBS	NYC GEN TAX	64971QH55	500,000.00		0.00	500,000.00	500,000	1.28%
120817A	5/1/2018	UBS	NYC-TAXABLE	64971QTU7	500,000.00		0.00	500,000.00	500,000	1.60%
								10,699,671.04		
Money Mkt							0.00	0.00		

2013 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2013	PURCH 2013	SOLD/ MATURE 2013	BV PRIN BAL 12/31/2013	PAR	YTM
	TOTAL INVESTMENTS				35,341,145.16	12,284,000.00	9,949,689.54	37,675,455.62		
			Unamortized Premiums		1,221,206.69	47,541.90		1,268,748.59		
			Unamortized Discounts		(2,854,357.28)	-74,807.85		-2,929,165.13		
			BOW		2,600,100.00	21,304,144.11	20,936,323.11	2,967,921.00		
			Village Bank Checking		25,522.39	24,153.37	120,935.77	-71,260.01		
			Money Market Accounts		6,657,072.05	2,005,399.12	3,250,042.01	5,412,429.16		
			Net Cash and Investments		42,990,689.01	35,590,430.65	34,256,990.43	44,324,129.23		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901,225
991,823
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1,976,540
2,649,355
2,641,249
General Fund
Tax Increment Financing (TIF)
EDA
SBRA
Public Improvement Revolving (PIR)
Water Fund
Sewer Fund
Street Light Fund
Storm Drainage Fund
Landfill Trust
Park Improvement Trust
December 2012
Jul-13

CC Regular Session **4. 2.**

Meeting Date: 08/13/2013

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

Information

Title:

Receive 2013 Building Division Month End Report: July

Background:

Attached is the Monthly Building Report for July 2013.

Council Action:

Motion to receive the Building Permit Report for July 2013.

Attachments

July Detail

July Summary

Form Review

Inbox	Reviewed By	Date
Katy Okerstrom	Katy Okerstrom	08/05/2013 05:18 PM
Tim Gladhill	Tim Gladhill	08/07/2013 10:39 AM
Kurt Ulrich	Jo Thieling	08/07/2013 11:32 AM
Form Started By: MaryJo Warner		Started On: 08/02/2013 08:20 AM
Final Approval Date: 08/07/2013		

Report Name:
Permits Issued with Description
Issued Dates:
7/1/2013 to 7/31/2013

City of Ramsey
Permits Issued with Description

Permit Description	Permit Count	Base Fee	Plan Review	Valuation
Building				
Commercial				
Addition	1	3,956.75	2,571.89	600,000
Build-Out	3	2,501.25	1,625.82	223,220
Sub Total:	**4**	**6,458.00**	**4,197.71**	**823,220**
Residential				
Accessory Structure	3	737.50	479.38	39,013
Basement Finish	2	282.00	0.00	0
Deck	8	752.00	0.00	0
Deck & Porch	1	206.50	134.23	10,500
Dwelling	4	1,157.50	691.28	84,900
Multi-Family Unit	16	29,036.00	0.00	2,278,319
New Dwelling	5	12,271.75	5,868.05	1,270,915
Porch	1	574.25	373.26	40,000
Roofing	9	846.00	0.00	0
Roofing & Siding	1	188.00	0.00	0
Roofing & Window Replacement	1	188.00	0.00	0
Siding	6	1,331.75	0.00	74,000
Siding & Window Replacement	2	376.00	0.00	0
Window Replacement	14	1,316.00	0.00	0
Sub Total:	**73**	**49,263.25**	**7,546.20**	**3,797,647**
TOTAL:	**77**	**55,721.25**	**11,743.91**	**4,620,867**
Electrical				
Commercial				
Build-Out	1	120.00	0.00	0
Miscellaneous	4	185.00	0.00	0
New Building	2	448.00	0.00	0
Sub Total:	**7**	**753.00**	**0.00**	**0**
Residential				
A/C Power Nap Installation	11	385.00	0.00	0
Addition	1	70.00	0.00	0
Air Conditioner	5	175.00	0.00	0
Basement Finish	2	140.00	0.00	0
Dwelling	21	2,910.00	0.00	0
Furnace & Air Conditioner	2	70.00	0.00	0
New Building	60	7,830.00	0.00	0
New Service	2	300.00	0.00	0
Order For Payment	6	212.00	0.00	0
Panel	1	90.00	0.00	0
Porch	1	70.00	0.00	0
Septic Pump	1	35.00	0.00	0
Service Upgrade	1	90.00	0.00	0
Water Heater	2	85.00	0.00	0
Sub Total:	**116**	**12,462.00**	**0.00**	**0**

City of Ramsey
Permits Issued with Description

Permit Description	Permit Count	Base Fee	Plan Review	Valuation
TOTAL:	**123**	**13,215.00**	**0.00**	**0**
Fire				
Burning				
Residential	4	100.00	0.00	0
Sub Total:	**4**	**100.00**	**0.00**	**0**
Fire Sprinkler				
Commercial	1	421.55	274.01	27,500
Residential	4	1,694.60	1,101.48	128,705
Sub Total:	**5**	**2,116.15**	**1,375.49**	**156,205**
Tent / Temp Membrane				
	1	50.00	0.00	0
Commercial	1	50.00	0.00	0
Sub Total:	**2**	**100.00**	**0.00**	**0**
TOTAL:	**11**	**2,316.15**	**1,375.49**	**156,205**
Mechanical				
Commercial				
Build-Out	2	200.00	65.00	3,400
New Commercial Mechanical	1	100.00	65.00	6,000
Roof Top Unit	1	100.00	0.00	2,950
Sub Total:	**4**	**400.00**	**130.00**	**12,350**
Residential				
Air Conditioner	11	517.00	0.00	0
Dwelling	2	188.00	0.00	5,000
Furnace	1	47.00	0.00	0
Furnace & Air Conditioner	12	564.00	0.00	0
Gas Piping	1	47.00	0.00	0
Sub Total:	**27**	**1,363.00**	**0.00**	**5,000**
TOTAL:	**31**	**1,763.00**	**130.00**	**17,350**
Plumbing				
Commercial				
Build-Out	6	900.00	0.00	26,651
Commercial Plumbing Addition	1	150.00	0.00	2,354
New Commercial Plumbing	1	300.00	0.00	8,000
RPZ / Vacuum Breaker	1	60.00	0.00	0
Sub Total:	**9**	**1,410.00**	**0.00**	**37,005**
Residential				
Dwelling	4	376.00	0.00	10,000
Sewage Ejector Basket	1	47.00	0.00	0
Water Heater	8	376.00	0.00	0
Water Softener	8	120.00	0.00	0

City of Ramsey
Permits Issued with Description

Permit Description	Permit Count	Base Fee	Plan Review	Valuation
Sub Total:	**21**	**919.00**	**0.00**	**10,000**
TOTAL:	**30**	**2,329.00**	**0.00**	**47,005**
Sign				
Commercial				
Permenant	1	100.00	0.00	0
Temporary	4	100.00	0.00	0
Sub Total:	**5**	**200.00**	**0.00**	**0**
TOTAL:	**5**	**200.00**	**0.00**	**0**
Temporary Use				
Residential				
Landscape	6	30,000.00	0.00	0
Sub Total:	**6**	**30,000.00**	**0.00**	**0**
TOTAL:	**6**	**30,000.00**	**0.00**	**0**
User Defined				
Residential				
Drainfield	1	150.00	0.00	0
Pumping Permit	5	1,220.00	0.00	0
Tank(s) & Drainfield	1	150.00	0.00	0
Sub Total:	**7**	**1,520.00**	**0.00**	**0**
TOTAL:	**7**	**1,520.00**	**0.00**	**0**
Zoning				
Residential				
Accessory Structure	1	25.00	0.00	0
Accessory Structure 120 Sq. Ft. or Smaller	2	50.00	0.00	0
Driveway	2	50.00	0.00	0
Fence	6	150.00	0.00	0
Sub Total:	**11**	**275.00**	**0.00**	**0**
TOTAL:	**11**	**275.00**	**0.00**	**0**
Grand Total:	**301**	**107,339.40**	**13,249.40**	**4,841,427**

Report Name: PermitsIssued
Permit Category: All Permits

City of Ramsey
Permits Issued

Printed: 8/2/2013

	CURRENT RANGE 7/1/2013 - 7/31/2013				PREVIOUS RANGE 7/1/2012 - 7/31/2012			
	QTY	BASE FEE	VALUATION	PLAN REVIEW	QTY	BASE FEE	VALUATION	PLAN REVIEW
Building								
Commercial	4	6,458.00	823,220.00	4,197.71	3	1,305.75	118,000.00	757.09
Residential	73	49,263.25	3,797,647.00	7,546.20	45	93,494.75	20,718,865.00	55,376.37
Subtotal	77	55,721.25	4,620,867.00	11,743.91	48	94,800.50	20,836,865.00	56,133.46
Electrical								
Commercial	7	753.00	0.00	0.00	10	785.00	0.00	0.00
Residential	116	12,462.00	0.00	0.00	54	2,415.00	0.00	0.00
Subtotal	123	13,215.00	0.00	0.00	64	3,200.00	0.00	0.00
Fire								
Burning	4	100.00	0.00	0.00	1	25.00	0.00	0.00
Fire Alarm / Device	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Fire Sprinkler	5	2,116.15	156,205.00	1,375.49	1	0.00	900.00	35.70
Fireworks	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Tent / Temp Membrane	2	100.00	0.00	0.00	0	0.00	0.00	0.00
Subtotal	11	2,316.15	156,205.00	1,375.49	2	25.00	900.00	35.70
Mechanical								
Commercial	4	400.00	12,350.00	130.00	1	1,200.00	120,000.00	0.00
Residential	27	1,363.00	5,000.00	0.00	26	1,222.00	0.00	0.00
Subtotal	31	1,763.00	17,350.00	130.00	27	2,422.00	120,000.00	0.00
Plumbing								
Commercial	9	1,410.00	37,005.00	0.00	2	16,060.00	1,600,000.00	0.00
Residential	21	919.00	10,000.00	0.00	13	607.00	0.00	0.00
Subtotal	30	2,329.00	47,005.00	0.00	15	16,667.00	1,600,000.00	0.00
Sewer & Water								
Commercial	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Subtotal	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Sign								
Commercial	5	200.00	0.00	0.00	1	25.00	0.00	0.00
Institutional	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Subtotal	5	200.00	0.00	0.00	1	25.00	0.00	0.00

City of Ramsey
Permits Issued

	CURRENT RANGE 7/1/2013 - 7/31/2013				PREVIOUS RANGE 7/1/2012 - 7/31/2012			
	QTY	BASE FEE	VALUATION	PLAN REVIEW	QTY	BASE FEE	VALUATION	PLAN REVIEW
Temporary Use								
Commercial	0	0.00	0.00	0.00	1	1,500.00	0.00	0.00
Residential	6	30,000.00	0.00	0.00	1	5,000.00	0.00	0.00
Subtotal	6	30,000.00	0.00	0.00	2	6,500.00	0.00	0.00
User Defined								
Commercial	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Residential	7	1,520.00	0.00	0.00	10	1,750.00	0.00	0.00
Subtotal	7	1,520.00	0.00	0.00	10	1,750.00	0.00	0.00
Zoning								
Residential	11	275.00	0.00	0.00	7	175.00	0.00	0.00
Subtotal	11	275.00	0.00	0.00	7	175.00	0.00	0.00
Total	**301**	**107,339.40**	**4,841,427.00**	**13,249.40**	**176**	**125,564.50**	**22,557,765.00**	**56,169.16**

CC Regular Session **4. 3.**

Meeting Date: 08/13/2013

Submitted For: Dean Kapler **By:** Dean Kapler, Fire Department

Information

Title:

Receive 2nd Quarter Fire Report

Background:

Attached is the YTD activity for the Fire Dept

Funding Source:

This is for information only. No funding required.

Council Action:

Accept 2nd quarter report

Attachments

2nd Quarter Report

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/05/2013 03:18 PM
Kurt Ulrich	Kurt Ulrich	08/05/2013 11:17 PM
Form Started By: Dean Kapler		Started On: 08/05/2013 03:13 PM
Final Approval Date: 08/05/2013		

Ramsey Fire Department Training Schedule
Quarter #2

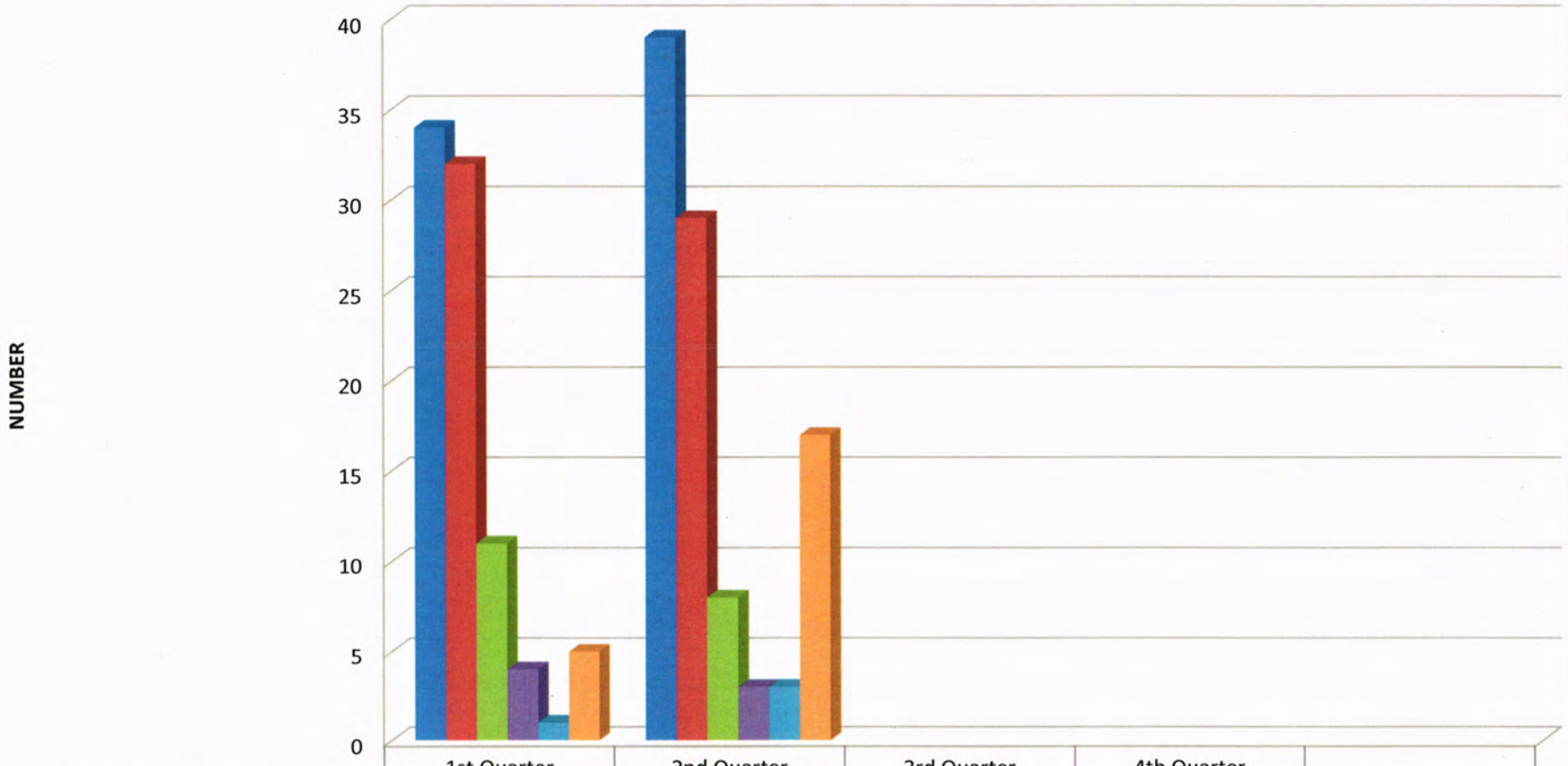
-

Date	Type of Training
April 3	Conexus Drill – Power Line Safety
April 17	Medical Drill – Patient Moving
April 24	Pumping Practice
May 1	Pump Test
May 8	Business Meeting – Residence Walk Through
May 15	Medical Drill
May 22	LP Gas
May 29	Major Maintenance
June 6	Hose Testing
June 12	Business Meeting
June 19	Defensive Driving

Ramsey Fire Department
2013 All Station Activity

	January	February	March	April	May	June	June	July	August	Spetmeber	October	November	December	YTD
Fire	9	9	9	17	18	15	0	0	0	0	0	0	0	77
Rescue	12	8	10	8	8	13	0	0	0	0	0	0	0	59
Duty Officer	19	7	9	5	14	11	0	0	0	0	0	0	0	65

2013
FIRE MARSHAL QUARTERLY ACTIVITY



	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
New Permit Inspections	34	39			
Existing Building Inspections	32	29			
Daycare/Foster Care Inspections	11	8			
Fire Investigations	4	3			
Public Education Presentations	1	3			
Plan Reviews	5	17			

CC Regular Session **4. 4.**

Meeting Date: 08/13/2013

Submitted For: Jo Thieling **By:** Jo Thieling, Administrative Services

Information

Title:

Approve the Following Meeting Minutes:
1. City Council Work Session - July 9, 2013
2. City Council Regular - July 9, 2013
3. City Council Work Session - July 23, 2013
4. City Council Regular - July 23, 2013

Background:

The meeting minutes for Council review and approval are attached.

Council Action:

Motion to approve the following meeting minutes:
1. City Council Work Session - July 9, 2013
2. City Council Regular - July 9, 2013
3. City Council Work Session - July 23, 2013
4. City Council Regular - July 23, 2013

Attachments

CCWS Mts 070913
CCReg Mts 070913
CCWS Mts 072313
CCReg Mts 072313

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	08/07/2013 11:32 AM
Form Started By: Jo Thieling		Started On: 08/06/2013 03:06 PM
Final Approval Date: 08/07/2013		

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, July 9, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Randy Backous
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Jason Tossey (arrived at 6:09 p.m.)

Member Absent: Mayor Sarah Strommen

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Fire Chief Dean Kapler
Public Works Superintendent Grant Riemer
Human Resources Manager Colleen Lasher
Development Services Manager Timothy Gladhill
City Engineer Bruce Westby
Assistant to the City Administrator Patrick Brama
City Attorney Joe Langel
Bond Counsel Paul Donna

1. CALL TO ORDER

Acting Mayor Backous called the City Council Work Session to order at 5:31 p.m. and indicated Mayor Strommen has been involved in a traffic accident and would not be in attendance. Acting Mayor Backous welcomed newly appointed City Attorney Joe Langel.

2. TOPICS FOR DISCUSSION

2.01: Issuance of Capital Equipment Certificates for 2013 Capital Equipment Purchases

Finance Director Lund reviewed the staff report and noted during budget discussions it was discussed that the equipment purchased in 2013 was to be funded by Capital Equipment Certificates (CEC) since the Equipment Fund balance is being drained. This would be a debt levy outside of the levy limits. She asked if the Council supports using CEC to take advantage of the lower interest rates, noting it is easier to bond for CEC than for road improvements that require a percentage of assessments. It would also leave funds available for projects that are more difficult to bond for.

Paul Donna, Bond Counsel with Northland Securities, presented the finance plan summary based on the City's estimated needs of $630,000 of CEC. The maximum term is a ten-year issuance so what is being financed has to have a useful life of longer than ten years to meet that requirement. Mr. Donna projected an estimated all-inclusive cost of 3.65% but it could change since the bonds will not be issued until early August. The average coupon would be 2.6%, an attractive rate. Mr. Donna stated in the past, the City has gone through a private bank placement and with this size and length of term, it can be done efficiently. However, with the potential bond issue by the PACT Charter School, these CEC bonds would be non-bank qualified so a local placement is not an option. These CEC would be issued on the open market so the rates have been adjusted accordingly (one-quarter percent interest impact). It was noted the City has a policy in place to be reimbursed for that additional cost.

Finance Director Lund stated Mr. Donna is able to answer questions on conduit debt. She noted the one-quarter percent interest impact would equal about $9,000.

Mr. Donna stated a federal statute requires a non-profit borrower that wants to enjoy a tax-exempt bond to find a sponsor, such as a municipality. For the Charter School bond, Ramsey would be the issuer and the Charter School would be the borrower. If issued, it would not impact the City's bond rating or debt level. In addition, the Charter School would indemnify the City against all liability.

Finance Director Lund stated the Charter School was going to bring it forward the end of July or beginning of August but because of the spike of interest rates, may decide to not refinance. However, the Charter School would still be responsible for paying the additional cost to the City in the bonds being non-bank qualified.

Mr. Donna explained the Charter School is reevaluating and it is likely to be delayed, possibly indefinitely, but since the Charter School declared it could issue the bonds, it causes the City's bonds to be non-bank qualified. He stated he received a call from the Charter School asking when the City would like to be paid for the impact, at the close of this CEC bond issue or when the school's bonds are issued. Mr. Donna stated he would recommend the earlier of when their bonds are issued or the end of the year rather than leaving it open ended to whenever the bonds are issued, if ever.

Finance Director Lund stated she prefers by the end of the 2013 calendar year so it is accomplished within the same time period.

Councilmember Riley asked if it is only a one-year impact on the City's rating.

Mr. Donna clarified it does not impact the City's rating but results in the City's bond issue being non-bank qualified. The impact is during that calendar year.

Councilmember Kuzma asked if a motion is needed on this matter.

Acting Mayor Backous stated a motion is not needed and asked if there is consensus to accept the reimbursement at the earlier of the bond issue or end of the calendar year.

Councilmember Riley stated the City has a lot of money in the bank, in other funds, and asked if interfund borrowing is a consideration.

Finance Director Lund stated the Landfill Trust Fund has been depleted so it has about the same balance as the Equipment Fund. She stated equipment is easy to bond for so the funds on hand could then be used for other projects that are more difficult to bond for.

Councilmember Riley asked about using the Enterprise Funds.

Finance Director Lund stated that is the decision of the Council and those funds are eligible for interfund loans.

Councilmember Riley stated he is raising these questions because the City has a lot of money on hand.

Finance Director Lund stated the Capital Equipment Fund cannot fund the purchase of equipment unless there is a loan or borrowing against future years. In addition, there are equipment purchases anticipated in coming years so it is an ongoing issue.

Councilmember Riley stated he understands the funds were used for the Sunwood project but normally he would not support borrowing money for purchase of equipment that is in the budget. He noted there is ten-year bonding for two-year assets (squad cars).

Finance Director Lund explained that squad cars are kept longer than two years within the fleet but only used as a squad car for a two-year period.

Councilmember Riley stated he does not support continuing this practice but in this case, the money was spent last year on Sunwood so he supports this particular issuance.

Mr. Donna stated that is an excellent observation about financing equipment with a shorter life but they have to prove that the average life for each piece of equipment to be purchased does not exceed the average life within the bond issue.

Finance Director Lund stated authorizing the issuance is on tonight's Consent Agenda and when the action is to authorize the sale, it will be a Regular Agenda item.

The consensus of the Council was to support the issuance of Capital Equipment Certificates for 2013 Capital Equipment Purchases.

2.02: Review of Long-Term Street Maintenance and Reconstruction Financing Options and Cost Estimate Assumptions

City Engineer Westby reviewed the staff report and evaluation of street paving that identified a good percentage are in need of severe maintenance or reconstruction. The previous staff estimate was $3 million per year over the next 30 years. He explained there will have to be an

increase of existing funding sources or implementation of new funding sources to meet the needs of a Pavement Reconstruction Program to maintain streets at a rating of 7. City Engineer Westby stated staff is looking for funding sources that are dedicated and continuous. He presented design assumptions used when estimating the costs, noting the City has an updated database with all of the City's streets so the costs can be applied to each of the various street segments to provide a close estimate. It was noted that pedestrian elements will also be considered. City Engineer Westby described funding options that have been previously used and considered, noting some are not as dependable so new options need to be considered. One option would be to institute a franchise fee on public utilities that use the City's rights-of-way to generate revenues. This would be a tax applied to the private utility entity that would then pass it along to their customers. It would produce a reliable and continuous revenue stream. Other options would be to borrow against and leverage revenues, tolls, private/public partnerships but they are not as dependable or continuous. City Engineer Westby noted the pros and cons for each funding source are listed in staff's report as well as the information prepared by Paul Donna of Northland Securities. He stated assessments are an option but the City needs to prove benefit, it can be contested by the property owner, which costs additional, so it is not the ideal funding source. In addition, the Charter allows residents being assessed to petition against the assessments, which can result in delays or cancellation of a project. Because of that, it is a less stable funding source and increases project costs. Bonding also increases project costs. City Engineer Westby stated information from other municipalities will be presented on August 13, 2013, before consideration of the preliminary levy. He presented each of the funding sources identified in the staff report as well as the pros and cons of each. City Engineer Westby indicated staff recommends moving away from assessments and to instead consider a more reliable funding source.

Acting Mayor Backous asked the City Council to first address the assumptions.

Councilmember Riley questioned Assumption 2 indicating that costs do not go up.

City Engineer Westby explained he wanted to make it easier to discuss and provide comparability.

Councilmember Riley stated it is nice to have comparability but it is known the costs will increase so when planning for future costs, there needs to be an inflation factor.

Acting Mayor Backous agreed and stated it is also a concern of his since it is not realistic to consider costs without an inflation factor. Rather than ratcheting up the funding source, such as franchise fees, he would prefer including an inflation factor.

Mr. Donna stated the Council will want to also address the tax impact to the property owners since if the cost is inflated, it will impact taxpayers. He agreed it will be a balancing act.

Councilmember Tossey arrived at 6:09 p.m.

Councilmember Kuzma stated when this was discussed before, it was thought the figure of $3 million was a little high based on the needs.

City Engineer Westby stated staff has not yet completed that cost analysis and wanted to first assure the design assumptions are correct.

Acting Mayor Backous asked if there is a road category between urban and rural for areas that are more likely to go to curb and gutter. Then the road does not need to be torn up to install curb and gutter. He asked if that can be factored into road design.

Councilmember Riley agreed there are roads built in the mid-1970s that are now in a denser neighborhood and should have curb and gutter so it may not make sense to reconstruct as a rural design.

Acting Mayor Backous stated residents would have the option to connect or not connect but it should be there.

City Engineer Westby stated staff can look at the roads and include a percentage basis to address that option.

City Administrator Ulrich stated it is easier to discuss it in present day dollars and the logic is that whatever inflationary number is applied to expenses, it has to also be applied to the revenue side. He noted if there is a franchise fee, an escalator would be needed, and that should be addressed up front.

Councilmember Tossey stated construction costs will increase about the same rate as other costs and housing evaluations increase. He stated support to keep a 20% assessment because it will take into consideration increased housing values. Councilmember Tossey stated a franchise fee would have to allow for an inflationary increase and he thinks residents will already be angry if the franchise fee is instituted.

Acting Mayor Backous suggested it be called a "franchise tax" so the intent is clear.

Councilmember LeTourneau stated it seems the purpose of the case was to figure out where we stand today, assumptions based on today's visuals. He stated he supports the assumptions and looking at this now allows the Council to learn of the size of this issue and financial impact. Once that is known, the Council can discuss how it can be addressed and the best tools to use.

Acting Mayor Backous agreed and noted Council consensus has been voiced to support the assumptions as presented.

Councilmember Tossey stated there is still not a definitive answer of how big the costs will be each year. He supported considering what it will cost today since everything has to be assumed when calculating costs in 2018.

Acting Mayor Backous stated he does not support sidewalks or curb and gutter everywhere but would support adding an intermediate design for areas that are going from rural to urban in

nature. On the funding, he noted Interim Engineer Shane Nelson had mentioned the law is being changed so you can bond if it is not assessed.

City Attorney Ulrich stated that is called a Street Reconstruction Bond and requires a five-year reconstruction plan, unanimous Council approval, is not subject to levy limits but is eligible for referendum and debt limits.

Acting Mayor Backous stated a con to the franchise tax is that it is a tax and it is not dedicated funds.

Finance Director Lund stated a future City Council could decide to change the use of funds but it would be a dedicated fund and all receipts from the utility company and expenses would be tracked.

Councilmember Kuzma stated a franchise fee is not tax deductible but a levy would be tax deductable.

Councilmember LeTourneau asked what would be the implication of another industrial park or commercial entity, noting that can be considered as a goal to generate money for allocation to this use.

Finance Director Lund reviewed the 2014 budgeting for equipment purchases and stated if it is to be added to the levy in 2014, the City will have to issue debt because it has to abide by levy limits, and bonding for equipment falls outside the levy limit.

City Administrator Ulrich stated the Finance Committee will discuss this issue at its next meeting and it will be before the City Council on July 23, 2013, for additional information and discussion.

2.03: Discussion Regarding the Economic Development Manager Position

Human Resources Manager Lasher reviewed the staff report and summarized the process for filling the Economic Development Manager position. She presented the four options and staff's recommendation to approve Option 1, continue recruitment efforts by utilizing the professional services of Springsted Incorporated, clarifying the role of this position, developing a profile and job announcement for the position, developing a recruitment strategy, and providing outreach to prospective candidates, with a cost ranging from $3,800 to $6,800 depending on option selected.

Councilmember LeTourneau stated support for Option 1 because the Economic Development position is critical and the City needs the dedicated resource that will be delivered by this position.

Councilmember Riley agreed and stated the City has done what it can to advertise for this position but it has not been fruitful so the City should change its tactic.

Acting Mayor Backous asked why Ramsey, in a metro area of 3 million, cannot get qualified applicants. He asked what is being done wrong and if it is the City's reputation.

Human Resources Manager Lasher stated during the last interview, it was mentioned that you do not go to school to be an Economic Development professional but it is a position that morphs and employees grow into this position. She stated that may be a factor. Human Resources Manager Lasher stated she thinks this position has a lot of potential because of the great things going on in Ramsey so it is an attractive position. On the wages, she felt confident that it was priced correctly but a Springsted consultant had said that although this is not supervisory or a department head, because of the role and specialization it may need to be priced higher.

Councilmember Tossey stated the reason there are not applicants is because the City should not be doing economic development. He stated he thinks "the market is what the market is" and having this staff person will not change the market. Councilmember Tossey stated he thinks the City should get out of the development business and should instead save money. Councilmember Tossey stated he would not support filling this position.

Councilmember Kuzma stated support for Option 2, continue recruitment efforts to the best of the City's internal abilities and resources without assistance of Springsted.

Acting Mayor Backous stated this item will be added to tonight's Regular Agenda.

3. FUTURE TOPICS FOR DISCUSSION

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

None

5. ADJOURNMENT

Acting Mayor Backous declared the Work Session of the City Council adjourned at 6:35 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Jo Ann M. Thieling, City Clerk

Drafted by Carla Wirth, *TimeSaver Off Site Secretarial, Inc.*

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CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, July 9, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Acting Mayor Randy Backous
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Jason Tossey

Members Absent: Mayor Sarah Strommen

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Fire Chief Dean Kapler
Police Chief James Way
Police Captain Jeff Katers
Public Works Superintendent Grant Riemer
City Engineer Bruce Westby
Human Resources Manager Colleen Lasher
Development Services Manager Timothy Gladhill
City Engineer Bruce Westby
Assistant to the City Administrator Patrick Brama
City Attorney Joe Langel

1. CALL TO ORDER

Acting Mayor Backous called the regular meeting of the Ramsey City Council to order at 7:02 p.m., followed by the Pledge of Allegiance led by Acting Mayor Backous. He stated Mayor Strommen sends her apologies for being unable to attend tonight's meeting.

2. PRESENTATION

2.01: Swearing in of New Patrol Officer James Bagne

Police Chief Way introduced Patrol Officer James Bagne. City Attorney Langel administered the oath of office to Patrol Officer Bagne. The City Council and audience responded with a round of applause.

2.02: Recognition of Promotion of Officer Frankfurth to Captain and Officer Bluml to Sergeant

Police Chief Way introduced Officer Bluml who had been promoted to the position of Sergeant. Police Chief Way and Sergeant Bluml's wife pinned his color bars. The City Council and audience responded with a round of applause.

Police Chief Way introduced Officer Frankfurth who had been promoted to the position of Captain. Police Chief Way and Captain Frankfurth's wife pinned his color bars. The City Council and audience responded with a round of applause.

Acting Mayor Backous extended the City's congratulations to the Patrol Officer Bagne, Captain Frankfurth, and Sergeant Bluml, stating the City is proud to have them on the Police Department.

2.03: Presentation of Check by the Ramsey Lions to the City to Purchase New Defibrillators

Fire Chief Kapler introduced members of the Ramsey Lions and displayed a defibrillator unit. He indicated that the Lions donation will be used to purchase five units and thanked the Lions for their generous donation.

Acting Mayor Backous added the City's thanks and appreciation to the Ramsey Lions.

3. CITIZEN INPUT

Acting Mayor Backous welcomed newly appointed City Attorney Joe Langel.

Marlene Moulton Janssen, Anoka County Library Director, announced the official opening of the Anoka County "Library on the Go," noting it is the first such location in the State of Minnesota and will provide remote access to library materials. Ms. Moulton Janssen thanked the City Council for its generosity to improve library service access for Ramsey's residents.

Acting Mayor Backous thanked Ms. Moulton Janssen and encouraged all Ramsey residents to take advantage of this new service.

4. CONSENT AGENDA

Motion by Councilmember LeTourneau, seconded by Councilmember Kuzma, to approve the following items on the Consent Agenda:

4.01: Receive Public Hearing Notification from City of Anoka for Housing Development Along Rum River and Consider Response
4.02: Receive 2013 Building Division Month End Report: June
4.03: Accept Donations from Lions group for the Purchase of Defibrillators and Equipment
4.04: Approve the following Meeting Minutes:
1) City Council Work Session – June 25, 2013

2) City Council Regular Session – June 25, 2013

4.05: Approval for Exemption for a Gambling License for Property Economic Resource Management (PERM)

4.06: Approval for Exemption for a Gambling License for Ruffed Grouse Society – Twin Cities Chapter

4.07: Approve License Application:

Peddlers

Southwest Advantage – Trin Lilienthal, 245 Atrium Way, Nashville, Tennessee

4.08: Approve Contract for Prosecution Legal Services with the Law Firm of Randall, Goodrich and Haag, PLC

4.09: Adopt Resolution #13-07-117 Authorizing the Issuance of $635,000 General Obligation Equipment Certificates of Indebtedness, Series 2013A

4.10: Consider Request for use of Two (2), 200 Square Foot Temporary Signs on City-Owned Parcels to Promote Game Fair; Case of Charles Delaney

4.11: Adopt Resolution #13-07-118 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 20, 2013, through July 3, 2013

4.12: Adopt Resolution #13-07-116 Approving Final Payment to County Line Excavating for IP 12-25; North Commons

4.13: Report from the Public Works Committee Meeting dated June 18, 2013:

1) Consider Stop Sign Request for 3-Way Stop at Tiger Street and 171st Avenue – *Ratify the recommendation of the Public Works Committee to not install the requested three-way stop sign at Tiger Street and 171st Avenue due to low traffic volumes and above average sight distances at the intersection and direct the Police Department to increase enforcement for three months followed by three months of monitoring, such as the speed trailer.*
2) Consider Improvements to Crosswalk at Armstrong Boulevard and 161st Avenue – *Ratify the recommendation of the Public Works Committee to direct staff to work with Anoka County to extend the pavement and culvert on the west side of Armstrong Boulevard to provide a paved surface for pedestrians to use and pay for flashing lights, and to place an educational article in the Ramsey Resident reminding drivers of the need to yield for pedestrians.*
3) Consider Request to Construct Retaining Wall in Drainage & Utility Easement – *Ratify the recommendation of the Public Works Committee to direct staff to review options for vacating five feet of easement and schedule this case for consideration at a future Public Works Committee meeting.*
4) Review Condition of Dysprosium Street Boulevard and Future Maintenance Requirements – *Ratify the recommendation of the Public Works Committee to approve replacement of sod between the original project line and curb, to have the City water the sod for the first 30 days, to send a letter to residents asking for their help to maintain the sod and advising residents that new sod is exempt from the watering ban, and to use funding from the Street Maintenance Fund.*
5) Consider Request for Use of Veterans Drive Right-of-Way Adjacent to 7700 Sunwood Drive for Outdoor Dog Area: Case of Residence at The COR – *This case was presented as a separate case at the June 25, 2013, City Council meeting.*

6) Review of Upland Costs for Reconstructing Andrie Street – *Ratify the recommendation of the Public Works Committee to direct staff to update the 2008 feasibility report to reflect the inclusion of on-road bicycle lanes in place of sidewalks.*

Motion carried. Voting Yes: Acting Mayor Backous, Councilmembers LeTourneau, Kuzma, Riley, and Tossey. Voting No: None. Absent: Mayor Strommen.

5. APPROVE AGENDA

Motion by Councilmember Kuzma, seconded by Councilmember Riley, to approve the agenda as revised to add Case 7.5: Discussion Regarding the Economic Development Manager Position.

Motion carried. Voting Yes: Acting Mayor Backous, Councilmembers Kuzma, Riley, LeTourneau, and Tossey. Voting No: None. Absent: Mayor Strommen.

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Highway 10 Outside Storage: Policy Discussion and Permission to Submit an Interim Use Permit (IUP) Application

Assistant to the City Administrator Brama reviewed the staff report and request of M & G Trailer Sales and Service to lease City-owned land directly adjacent to its business with the intention of displaying trailers for sale. Due to the existing Code requirement for an improved surface for outside storage/display areas, M & G Trailer Sales and Service is asking the City Council to change its policy regarding outdoor storage and allow submission of an Interim Use Permit (IUP). Assistant to the City Administrator Brama presented alternatives for the City Council's consideration to provide policy direction and if there is a shift in policy, to grant permission to M & G Trailer Sales and Service to make application for an IUP.

Development Services Manager Gladhill stated this is a good time to look at the standards of Highway 10, especially the Overlay District, since there has been advancement in planning efforts. He explained an IUP can be used for a period of five years and a Conditional Use Permit (CUP) would still be required regardless of the surface.

Steve Jung, M & G Trailer Sales and Service, stated he purchased this bankrupt business several years ago and purchased the building a year ago. He described the tremendous business growth experienced and need for additional space to display trailers. Mr. Jung noted this property will eventually be taken by the State for Highway 10, probably sooner than five years, so it is not feasible to spend $200,000 to improve the property to meet the City's guidelines.

The Council discussed the request and emphasized the need to consistently apply the policy to all businesses along Highway 10 and not show favor to one business over another.

Development Services Manager Gladhill explained that one of the major findings of the Quality RV IUP was that it was known the property would be taken for the Armstrong overpass.

The consensus of the City Council was that it does not make sense for the City or a business owner to make $200,000 of improvements to a property that will be taken for the Highway 10 project. The Council agreed with the benefit of assisting a business owner and concern was expressed about the delayed timeline should this item be referred to a future Work Session for discussion on the policy.

City Administrator Ulrich noted the properties on the north side of Highway 10 are unique in being identified on an official map for the Armstrong interchange, corridor of Highway 10, and its interchanges. He stated that may be a policy finding that could be made to exclude identified properties from added value projects. Another approach is to require other improvements, such as landscaping, in lieu of pavement or to use lease payments for those improvements.

Development Services Manager Gladhill stated the Council has provided good policy direction and recommended forwarding the policy discussion to the Planning Commission so it can be documented as part of the ordinance.

The Council supported this suggestion, noting it would also shorten the timeline.

7.02: 15153 Nowthen Boulevard Property Development: Consider Further Public Input Process Alternatives

Assistant to the City Administrator Brama reviewed the staff report, past consideration, and alternatives for obtaining further public input relating to the potential development of 15153 Nowthen Boulevard (former Municipal Center). It was noted staff recommends a hybrid approach of a traditional, structured Study Group that includes certain elements that were included in the OST process for the 2030 Comprehensive Plan Update. If approved, staff would also recommend approving a Work Order for consulting planning services to assist with the technical aspects of the process while allowing Staff to facilitate the process itself.

Development Services Manager Gladhill stated with the recommended hybrid approach, the Study Group could set the agenda, hold single meetings, and keep on task. If approved, the consultant's focus would be on technical analysis and City staff would facilitate the process to manage the costs.

City Administrator Ulrich noted the consultant work is a small percentage of the cost, about $5,000 of the $15,000 to $20,000 cost. He explained this option would get this process moving, which was seen as a high priority. City Administrator Ulrich stated the City received a $14,821 grant from the Metropolitan Council for this site that could be used for these costs.

The Council discussed whether Connexus should be approached for funding and become more of a partner in the process.

Assistant to the City Administrator Brama explained that staff had not invited Connexus to any of the meetings post public hearing when it was indicated a data center may not work for this site. He indicated Connexus had paid over $3,000 for a shovel ready application and if this site moves forward, would pay for all marketing costs.

City Administrator Ulrich noted a potential downside to inviting Connexus and asking them for funding is that Connexus has a vested interest in wanting a data center but the City has taken a far more neutral position to work with residents to see if it will work.

Acting Mayor Backous stated he finds the process to be overly complicated and does not support paying for a consultant or trying to convince residents that "a data center is good for them." He noted abutting residents have already indicated they do not support a data center use. Acting Mayor Backous supported obtaining more information that is factual related to potential data center issues, such as noise and traffic levels.

Councilmember Riley stated he received comments from interested parties asking whether this item will be discussed until it gets to a point the City says yes. He stated he does not favor hiring a consultant.

Councilmember LeTourneau stated when residents were in attendance at a past Council meeting, consensus was reached that it would be beneficial to bring this group together where they could all participate. At that time, the Council indicated it wanted staff to develop a framework in how it would work so the process could continue to move forward. Councilmember LeTourneau cautioned the Council to not pull back from that position.

Acting Mayor Backous clarified he is not saying to exclude residents but to first gather facts so residents are informed and then allow residents to weigh in. He pointed out this recommendation is to limit the group to five people but he thought all residents would be part of the discussion. Acting Mayor Backous stated he does not support limiting to five residents.

Councilmember LeTourneau stated he wants to reside in a process to allow for every participant to have the same basis to make an informed decision and that will take more than one meeting. He felt the hybrid alternative is the most efficient method and supports moving through as quickly as possible, noting it will require a fair amount of energy to bring all up to speed.

Assistant to the City Administrator Brama explained how the five residents would be selected at random.

Councilmember Kuzma stated he wants all Ramsey residents to know what a data center means from a tax standpoint rather than a residential development.

The Council discussed that while a Study Group may make a recommendation, it would be the responsibility of the elected members of the City Council to make the decision.

City Administrator Ulrich reviewed options to form a task force to make a recommendation or to schedule several Council Work Sessions to focus on data centers, address all of the issues in a factual way, invite expert and resident input, and reach a consensus.

The Council agreed that additional factual data is needed prior to the Council making a decision on how the property should be developed.

Motion by Councilmember LeTourneau, seconded by Councilmember Riley, to approve a hybrid approach of a traditional, structured Study Group that includes certain elements that were included in the OST process for the 2030 Comprehensive Plan Update, to provide the Study Group with a fact finding presentation, to bring forward a list of participants, and amended schedule.

Further discussion: The City Council debated the motion and questioned the process for setting the agenda. Development Services Manager Gladhill indicated staff will provide empirical data and assure a collaborative process when agenda topics are identified. Acting Mayor Backous and Councilmember Tossey restated their position that they would not vote in support of hiring a consultant. Development Services Manager Gladhill stated if it is an issue, the consultant portion can be eliminated, and staff will reprioritize tasks, which may result in an impact to timeline or other priorities.

Motion carried. Voting Yes: Acting Mayor Backous, Councilmembers LeTourneau, Riley, Backous, Kuzma, and Tossey. Voting No: None. Absent: Mayor Strommen.

7.03: Receive Building Permit Levels for 2013 Year to Date and Discuss Long Term Building Inspection and Plan Review Staff Needs

Development Services Manager Gladhill reviewed the staff report and general findings of substantially improved permit levels and strategic plan metrics related to staffing and acceptable response time. He described additional factors relating to potential interest rate changes, reduced inventory of vacant lots, larger projects currently under review, and recently approved projects that are nearing commencement. Development Services Manager Gladhill noted St. Francis has a full-time Building Official and part-time Inspector. He presented three alternatives to fill the current service gap and noted staff recommends approval of the interim solution and Interim Agreement for Services with the City of St. Francis at least through the recruitment of Ramsey's Building Official and analysis of the number of hours of service that can be provided by Inspectron, Inc. following that recruitment.

Motion by Councilmember Riley, seconded by Councilmember LeTourneau, to approve an Interim Agreement for Services with the City of St. Francis for Building Inspection and Plan Review Services.

Motion carried. Voting Yes: Acting Mayor Backous, Councilmembers Riley, LeTourneau, Kuzma, and Tossey. Voting No: None. Absent: Mayor Strommen.

7.04: Consider Approval of Final Draft of Alternative Urbanwide Area Review (AUAR) Update for The COR (formerly Ramsey Town Center)

Development Services Manager Gladhill reviewed the staff report and described the need to update the alternative Urbanwide Area Review (AUAR) for The COR. It was noted staff recommends the City Council adopt the AUAR in its final form.

Motion by Councilmember LeTourneau, seconded by Councilmember Kuzma, to adopt Resolution #13-07-119 Adopting the Final AUAR.

Motion carried. Voting Yes: Acting Mayor Backous, Councilmembers LeTourneau, Kuzma, Riley, and Tossey. Voting No: None. Absent: Mayor Strommen.

7.05: Discussion Regarding the Economic Development Manager Position

City Administrator Ulrich stated this case was carried forward from tonight's Work Session and relates to the City's efforts to recruit for the Economic Development Manager position. He presented options to use a consulting firm for recruitment, continue the City's recruitment, discontinue recruitment, or utilizing brokers to market property and hiring an employee to back fill. It was noted staff recommends contracting with a search firm to fill the Economic Development Manager position.

Councilmembers LeTourneau and Riley spoke in support of Option 1 to use a consulting firm for recruitment, as the position was critical to develop vacant land and attract new businesses.

Councilmember Tossey stated his support to discontinue recruitment as he does not want to spend more tax dollars on consultants to fill a position that cannot change the real estate market.

Councilmember Kuzma stated he is not in favor of hiring consultants to do the process of hiring but in this case, having seen the outcome of the internal recruitment process, would support Option 1 to use a consulting firm for recruitment.

Acting Mayor Backous stated from an HRA standpoint he would prefer to post the property "For Sale;" however, from an economic development standpoint he also supports Option 1 to use a consulting firm for recruitment.

Motion by Councilmember Riley, seconded by Councilmember LeTourneau, to approve Option 1: Continue recruitment efforts by utilizing the professional services of Springsted Incorporated, clarifying the role of this position, developing a profile and job announcement for the position, developing a recruitment strategy, and providing outreach to prospective candidates, with a cost ranging from $3,800 to $6,800.

Motion carried. Voting Yes: Acting Mayor Backous, Councilmembers Riley, LeTourneau, and Kuzma. Voting No: Councilmember Tossey. Absent: Mayor Strommen.

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich announced the opening of "Library on the Go," upcoming meetings, and Joint Service Fire discussions. He advised of road projects and encouraged residents to use the train. City Administrator Ulrich referenced recent positive press articles and reported that Mr. Tinklenberg has indicated Mn/DOT is interested in a potentially earlier timeframe for the Highway 10 project.

9. ADJOURNMENT

Motion by Councilmember Tossey, seconded by Councilmember Kuzma, to adjourn the meeting.

Motion carried.

The regular meeting of the City Council adjourned at 8:51 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Jo Ann M. Thieling
City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, July 23, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Jason Tossey

Member Absent: Councilmember Randy Backous

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Police Captain Jeff Katers
Fire Marshall Matt Kohner
Public Works Superintendent Grant Riemer
Human Resources Manager Colleen Lasher
Development Services Manager Timothy Gladhill
City Engineer Bruce Westby
City Attorney Joe Langel

1. CALL TO ORDER

Mayor Strommen called the City Council Work Session to order at 5:31 p.m.

2. TOPICS FOR DISCUSSION

2.01: Overview of 2014 Budget Process

Finance Director Lund stated this information has already been presented to the Finance Committee. She noted there is capacity over the levy of about $129,000. Based on the levy limit total, the estimated tax capacity is at 43.37%. In 2013, it was 44.29% and this decrease in 2014 is because TIF #2 (Gateway Industrial Park and Business Park 95) was decertified. She explained the preliminary budget, as prepared, would need to be cut by $156,000 to reach levy limits. The 2014 budget totals $10,050,677, which needs to be cut by $156,000. Finance Director Lund reviewed the staff report and provided an overview of the 2014 preliminary budget notes, general fund budget, EDA budget (which falls within the levy limits), HRA budget, and strategic goals. She presented a comparison from 2009 to 2014, noting all 2014 numbers are preliminary. With regard to the tax capacity rate comparison from 2011 to 2012, it remained constant when the market value homestead went away and the exclusion rate was instituted.

Mayor Strommen stated the Finance Committee discussed that there had been just under a 1% decrease in residential home values.

Finance Director Lund completed presentation of the budget information relating to personnel and road reconstruction funding. She indicated the Council will need to focus on road reconstruction funding since the general fund does not have capacity to cover that cost due to levy limits. She stated prior to adoption in September, staff needs to look at balancing the budget to the levy, and the Council needs to consider whether to use Anoka County HRA funds of $220,000, and whether to merge the EDA/HRA account. In addition, staff will prepare a five-year budget projection for the Council's review.

City Administrator Ulrich stated the five-year projection was a request from the Finance Committee to see what is happening to tax revenue and expenditures. On the EDA/HRA, it may not be good year to eliminate the HRA during a year of levy limits but the option is available to utilize Anoka County HRA funding to substitute that levy. Or, the HRA's activity can be scaled back and those duties transferred to the EDA through the HRA levy; however, that may result in concerns with transparency. With regard to funding road reconstruction costs, there has been discussion of a franchise fee and a Council decision needs to be reached in the next month or so in order to have a road reconstruction project in 2014. He stated the assessment option also needs to be considered so if approved, it could go into place in 2014. City Administrator Ulrich stated staff will consider cuts that can be made to reach a balanced budget and that recommendation will be made for the Council's consideration.

Councilmember Riley stated the Finance Committee discussed the Comprehensive Annual Financial Report and staff had a call with S&P who indicated the General Fund reserves are the most important thing they look at. He noted there are two main changes: the difference in funding roads in 2013 (combination of debt savings and one-time monies) versus 2014; and, now we have to pay the debt, making a $600,000 difference. That is the difference between 2013 and 2014.

Finance Director Lund stated there are also personnel changes.

Mayor Strommen noted this presentation has laid out the issues. The Council will be working on the budget over the next few months, receive the five-year projections, and need to make a decision on funding sources for road reconstruction.

City Administrator Ulrich stated he would like to test the assumption if the Council wants to levy to the maximum or if the budget should be scaled back even more, and whether to keep the HRA levy in place or cover that $200,000 with cuts. He asked if there is support to cut back on the levy or staffing to balance the 2014 budget.

Councilmember Tossey stated one TIF district is coming off line and even with a levy increase and lower home values, it will lower the tax capacity, proving TIF is more destructive than good. He asked about the assumption of a 2.5% wage increase for non-union when union got 2%.

Finance Director Lund verified that the unions received the following: AFSCME: 2% January 1 and 1% July 1 and LELS 2% January 1 and 2% July 1st for year 2014.

Finance Director Lund stated this is preliminary for consideration by the Council but the union contracts have been approved and need to stay in the budget.

Councilmember Tossey stated he would support a .5% decrease for non-union employees instead of paying a higher increase than union employees received.

City Administrator Ulrich stated the AFSCME is 2% in January and 1% in July, or 2.5%; and, LELS was 2% January 1st and 2% July 1st which averages 3%.

Councilmember Tossey stated there could be savings by reducing non-union increases. He asked why, in September, the Council debated using Anoka County HRA funds to off-set the Ramsey HRA but there is still not an answer.

Finance Director Lund stated the Council was informed that Anoka County HRA funds could be used but decided to not use it and save it for other housing activity or a project. She indicated Anoka County had approved it, but Ramsey had to submit its budget.

Councilmember Tossey referenced about the comment on the lack of transparency when using HRA funding to pay for certain EDA things, and stated he would argue that franchise fees result in the same, lack of transparency. He felt invoking a franchise fee was an attempt to get around the levy limit.

Councilmember Kuzma stated he would like to talk about bonding for road reconstruction.

Finance Director Lund stated it is too late to bond for projects in 2013 but bonding can be done for 2014 projects. Since it would be a non-qualified bond and the process takes 90 days to complete, she would recommend it be held off to 2014.

Mayor Strommen asked when the Council will receive revised road construction costs so that discussion can be tackled. She noted it is clear the cost for road reconstruction will not fit into the General Fund levy without significant decreases elsewhere. Mayor Strommen stated all agree the roads need to be fixed so the decision is the level of projects, pace of projects, and how they will be funded.

City Engineer Westby stated information on road costs, funding options, and associated timelines will be presented at the August 13, 2013, Work Session.

Finance Director Lund explained how levy limits are determined, noting the limit is 3% of last year's levy amount.

Councilmember Tossey asked how much additional revenue will be received by the TIF #2 District coming off line and asked why that should count towards levy limits since that money could not be accessed last year.

Mayor Strommen stated the City cannot take advantage of that because it is dictated by what had been levied last year.

Councilmember Tossey stated he wants money to go towards roads but he does not support franchise fees.

Mayor Strommen stated Ramsey does not get the choice to use the additional revenue generated by decertification of TIF #2 for road construction due to levy limits.

Finance Director Lund stated another reason levies were put in place is that the state passed a sales tax exemption.

Councilmember Riley stated on the transparency issue, several years ago the EDA/HRA were the same and it was past practice to use one levy one year and the other levy the next year depending on which was the most advantageous. He stated he did not support that practice. Councilmember Riley stated this budget starts with the Strategic Plan and to make changes that can be paid for. He stated the "wish list" needs to be scrutinized first and only items included that can be paid for.

Mayor Strommen stated the personnel changes considered during strategic planning are not enough to offset road costs so that problem still needs to be addressed.

Councilmember Kuzma stated in 2014, $156,000 needs to be cut even if the levy limit is maximized. He stated if the $156,000 is cut, the budget would have $500,000 allocated for roads so maybe only maintenance can be done in 2014 unless information is presented at the next Work Session to resolve that funding issue.

Councilmember Riley stated there is an operating budget and a road funding issue but right now, the $156,000 needs to be cut first and then the Council can tackle the road funding issue. He noted that the City cannot increase taxes to pay for road reconstruction, which frames the Council's discussion.

Mayor Strommen agreed and stated the Council has wrestled with this decision for years and keeps pushing it "down the road" but that decision is needed now because there is a big issue with roads. She stated she is not concerned about cutting $156,000 from the 2014 budget but funding road reconstruction will be a difficult decision. She stated at some point, a Council has to tackle that issue and find funding that is not one-time in nature, perhaps through a phased approach.

City Administrator Ulrich asked if the non-union wage discussion should be referred to the Personnel Committee.

The City Council agreed it should be referred to the Personnel Committee

Human Resources Manager Lasher explained it was a COLA increase on top of the entire scale.

City Administrator Ulrich stated Anoka County HRA had a caveat that it preferred one-time projects and expenditures but there was no clear answer about using Anoka County HRA funds for on-going administrative costs.

Mayor Strommen asked staff to prepare a plan that meets Anoka County's objectives and Ramsey's objectives and budget scenarios addressing both.

Councilmember Tossey asked what COR land sales are dedicated to.

Finance Director Lund stated there are two outstanding MSA bonds, sewer and water internal loans and then it is to go to pay back the HRA for development matters and help fund parks because park improvements cannot be bonded for through TIF.

Councilmember Tossey asked about the status of park funds.

Finance Director Lund stated the Park Fund has a balance of about $2.4 million and that number does not include the cost for Elmcrest Park.

Councilmember Tossey suggested analyzing HRA land to determine if any of that money can be used for road reconstruction, noting the City is land rich but cash poor.

City Administrator Ulrich stated land proceeds have always been something hoped for to fund a lot of things, but the market has not been there and it is an unpredictable funding source.

Councilmember Tossey stated the City does not have an Economic Development Manager but the market is changing and people are interested in buying land. In addition, the Highway 10 project may increase interest in The COR property without spending money on consultants. He noted levy limits may be in place for 2015 but he thinks the way to get revenue for roads is through the levy and not through fees.

Mayor Strommen supported making this decision this year so that decision is not again delayed.

City Administrator Ulrich agreed the interchange project moving forward will result in increasing the value of The COR land.

Councilmember Kuzma raised the option of instituting a franchise fee for a year until land sales increase.

City Administrator Ulrich stated that is an option and has been used previously when the market homestead credit was cut and there were levy limits.

Finance Director Lund stated LGA had also been cut at that time and that franchise fee was instituted for one year but sunset after nine months. She noted that the budget process would be presented at tonight's Council meeting to make the public aware.

3. FUTURE TOPICS FOR DISCUSSION

City Administrator Ulrich reviewed future topics.

Mayor Strommen suggested the Metropolitan Council representative be invited and introduced at a future meeting. She stated the Mississippi River Mayor's Association had a recent conference in St. Cloud, it is free to join, and fits with the Council's Strategic Plan to promote connectivity. In addition, Parks and Assistant Public Works Superintendent Riverblood has indicated it would be in line with the Mississippi River Trail.

The Council supported discussing the Mississippi River Mayor's Association at a future Work Session.

Councilmember Tossey stated he attended Senator Peterson's Town Hall meeting and the Rum River Dam was discussed. He stated there is a movement to get all cities along the Rum River to contribute towards a secondary barrier, as it is a regional issue, instead of only the four cities within the Lower Rum River Watershed Management Organization.

City Administrator Ulrich stated the Housing Assistance Plan will be considered in several weeks. He provided updates on personnel issues.

Mayor Strommen suggested addressing concerns related to investment in abutting properties that will be impacted by the Highway 10 project.

Development Services Manager Gladhill stated the Planning Commission will be discussing that issue in August.

City Administrator Ulrich announced a cyber security session will be offered to Ramsey business owners on September 17, 2013.

4. MAYOR / COUNCIL / STAFF INPUT

None

5. ADJOURNMENT

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

The Work Session of the City Council was adjourned at 6:33 p.m.

Respectfully submitted,

_____

Kurtis G. Ulrich

City Administrator

ATTEST:

_____
Jo Ann M. Thieling, City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

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CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, July 23, 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
Police Captain Jeff Katers
Public Works Superintendent Grant Riemer
Development Services Manager Timothy Gladhill
City Engineer Bruce Westby
City Attorney Joe Langel

1. CALL TO ORDER

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

2. PRESENTATION

None.

3. CITIZEN INPUT

None.

4. CONSENT AGENDA

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

4.01: Receive Cash and Investments for Period Ending June 30, 2013
4.02: Receive June 2013 Financial Reports – General Fund and Enterprise Funds

4.03: Note the following Commission and Board Meeting Minutes:
1) Environmental Policy Board Meeting Minutes – Monday, June 3, 2013
2) Planning Commission Meeting Minutes – Thursday, June 6, 2013
3) Economic Development Authority Meeting Minutes – Thursday, June 6, 2013

4.04: Approval of Application from the Anoka Women of Today to Conduct Bingo at Ramsey Happy Days on September 7, 2013

4.05: Enter into Lease Agreement with PACT Charter School for Storage Space at 6701 Highway 10

4.06: Adopt Resolution #13-07-120 Appointing Election Judges for the Special Election on July 30, 2013

4.07: Adopt Resolution #13-07-126 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 4, 2013, through July 17, 2013

4.08: Adopt Resolution #13-07-122 Approving Partial Payment to North Pine Aggregate for IP 12-20; CSAH 83 (Armstrong Boulevard) – Sunwood Drive

4.09: Adopt Resolution #13-07-124 Authorizing Partial Payment to North Pine Aggregate, Inc. for IP 12-28; Rum River Hills Storm Sewer Replacement

4.10: Adopt Resolution #13-07-123 Approving Final Payment to Jullian M. Johnson for IP 12-24; 2012 Storm Sewer Improvements

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Backous, Riley, Kuzma, LeTourneau, and Tossey. Voting No: None.

5. APPROVE AGENDA

Motion by Councilmember LeTourneau, seconded by Councilmember Kuzma, to approve the agenda as presented.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers LeTourneau, Kuzma, Backous, Riley, and Tossey. Voting No: None.

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Consideration of Adopting Resolution #13-07-125 Accepting Bids and Authorizing Award of Contract for IP 13-00; 2013 Pavement Management Program

City Engineer Westby reviewed the staff report, presented the low bids received for each Program, and described four alternatives for the Council's consideration. He answered questions of the Council relating to the need for the second asphalt lift in RTC 9th to protect the base course and curb and gutter, which are privately owned.

City Administrator Ulrich noted if improvements are made in the RTC 9th Addition, the City may not have an option to bill back costs to the property owner. He recommended notifying the property owner of the bid process and attractive bids received. It was noted the City owns RTC 8th Addition and RTC 10th Addition. RTC 9th Addition is owned by a private party.

Development Services Manager Gladhill explained it had been a third party escrow agreement and the title company holding that escrow changed and released those funds without notice to the City.

The Council discussed whether improvements should be made to RTC 9th Addition in an effort to protect existing infrastructure. It was pointed out that a private title company had made a mistake in releasing the escrow funds, and the property is owned by a private developer who needs to complete the project on private property, so it is not a City problem to solve.

Motion by Councilmember Riley, seconded by Councilmember LeTourneau, to adopt Resolution #13-07-125 Accepting Bids and Authorizing Award of Contract for IP 13-00; 2013 Pavement Maintenance Program, to Allied Blacktop Company of Maple Grove, Minnesota in the amount of $338,072.73 for the Program A improvements, and to North Metro Asphalt of Ham Lake, Minnesota in the amount of $187,286.00 for the Program B improvements, excluding the approved alternate bid for wear course for RTC 9th Addition.

Further discussion: City Engineer Westby advised the RTC 9th Addition road is currently in poor condition and he supports the suggestion to inform the property owner of the attractive bid received and provide the option of completing that project. The Council discussed road conditions during winter weather and potential for damage to City roadways when the RTC 9th Addition is completed at a future date. City Engineer Westby stated the contractor would level the pavement edge of the RTC 8th Addition to assure a smooth transition. Councilmember Riley stated his motion does not preclude staff from informing the property owner of the attractive bid received. In response to the Council's questions, City Attorney Langel advised that generally speaking, once the escrow money has gone back to the developer, there is typically no contractual recourse to get the money back to the City. With regard to possible recourse should the City's roadway be damaged by a project on private roadways, he indicated it will depend on the language within the City's ordinances and the development agreement but most often, a period of time is allowed to place the wear course.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Riley, LeTourneau, Backous, Kuzma, and Tossey. Voting No: None.

7.02: Adopt Resolution #13-07-121 Concerning the Commencement of Renewal Proceedings Under the Federal Cable Act

Karen George, Executive Director of Quad Cities Cable Commission (QCCC), explained the purpose of the Commission and terms of the Contract.

City Administrator Ulrich stated the City recently received notice that the QCCC would release some capital funds. As a result, over next two years the City of Ramsey will be receiving $100,000 to purchase equipment and make upgrades to improve the quality of broadcast.

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to adopt Resolution #13-07-121 Concerning the Commencement of Renewal Proceedings under the Federal Cable Act.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Backous, Kuzma, LeTourneau, Riley, and Tossey. Voting No: None.

7.03: Receive Update on Highway 10 Access Study Group and Provide Comment on Draft Problem Statement

Development Services Manager Gladhill presented an update relating to the Highway 10 Access Study, goals of Mn/DOT, and draft problem statement.

Motion by Councilmember Kuzma, seconded by Councilmember LeTourneau, to adopt the Highway 10 Access Study Policy Statements.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Kuzma, LeTourneau, Backous, Riley, and Tossey. Voting No: None.

8. MAYOR, COUNCIL AND STAFF INPUT

8.01: Budget Update

Finance Director Lund provided a presentation relating to the 2014 budget process.

Mayor Strommen stated the Council will be working on the preliminary 2014 budget until it is adopted in September.

City Administrator Ulrich announced upcoming meetings, Ward 1 special election, and events.

Mayor Strommen reported on the Mayoral Round Table Meeting hosted by Senator Klobuchar with newly appointed Transportation Commissioner Anthony Foxx.

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 7:44 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: 08/13/2013

By: Jo Thieling, Administrative Services

Information

Title:

Approve License Applications

Background:

Attached is a list of licenses for Council approval.

Notification:

Observations:

Recommendation:

Funding Source:

Council Action:

Motion to approve license applications.

Attachments

License Applications

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/03/2013 12:01 PM
Form Started By: Jo Thieling		Started On: 07/25/2013
Final Approval Date: 08/03/2013		

License Applications
For Year 2013

Tobacco	E-CIG WAREHOUSE, Inc.	6111 Highway 10 NW #500	Ramsey, MN 55303	763-208-4062
*Special Events	NAU Country Insurance	7333 Sunwood Drive NW	Ramsey, MN 55303	763-433-2078
**Special Events	Church of St. Katharine Drexel	Parish Lot on 161st & Variolite	Ramsey, MN 55303	763-323-4424
***Special Events	City of Ramsey	7550 Sunwood Drive NW	Ramsey, MN 55303	763-427-1410
****Special Events	Anoka County Historical Society	14821 Bowerse Drive NW	Ramsey, MN 55303	763-421-0600
*****Temporary Liquor	Ramsey Lions	P.O. Box 771	Ramsey, MN 55303	763-422-9690
******Transient Merchant	Travis Weis	8601 O'Dean Avenue	Otsego, MN 55330	612-388-2850
******Transient Merchant	Ryan Goetz	14007 – 312TH Avenue NW	Princeton, MN 55371	763-389-9582

*NAU Country Insurance will be hosting a 5K run/walk
**To have outdoor mass and picnic – music by the church choir – Fee Waived
***The City of Ramsey has requested a Special Events Permit to conduct its annual Happy Days Celebration – Fee Waived
****To host a polka fun fest at the Al Pearson Farm – Fee waived
*****Temporary Liquor License for Ramsey Lions – Happy Days – Fee waived
******To sell puppies outside the Game Fair

CC Regular Session **4. 6.**

Meeting Date: 08/13/2013

By: Diana Lund, Finance

Information

Title:

Approve an Exemption for a Gambling License for Ducks Unlimited-Game Fair

Background:

The attached application is from the Ducks Unlimited - South Metro Flyway for exemption from a lawful gambling license to hold a fund-raising raffle at Game Fair on August 18, 2013.

Ducks Unlimited is the world's leader in wetlands and waterfowl conservation.

Ducks Unlimited meets all of the requirements which allow them to remain exempt from licensing, primarily from the standpoint that commodities to be raffled are greater than $1,500 but less than $50,000 for the calendar year.

Approval requires nothing more than a motion followed by a letter to the Gambling Control Board, while if the request is denied, a formal resolution for denial would need to be prepared and submitted to the Gambling Control Board.

Recommendation:

Staff recommends that the City Council approve the exemption from a lawful gambling license for Ducks Unlimited - South Metro Flyway to hold a raffle at Game Fair on August 18, 2013.

Council Action:

Motion to recommend City Council approve the exemption from a lawful gambling license for Ducks Unlimited - South Metro Flyway to hold a raffle at Game Fair on August 18, 2013 and authorize staff to submit a letter to the Gambling Control Board stating approval.

Attachments

Exemption Permit - Ducks Unlimited

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/03/2013 12:00 PM
Form Started By: Diana Lund		Started On: 07/25/2013 02:41 PM
Final Approval Date: 08/03/2013		

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total prize value for the year will be $1,500 or less, contact the licensing specialist assigned to your county.

Application fee (non refundable)

If application is postmarked or received 30 days or more before the event **$50**; otherwise **$100**.

ORGANIZATION INFORMATION

Organization name: Ducks Unlimited - South Metro Flyway

Previous gambling permit number:

Minnesota tax ID number, if any: 2738365 37

Federal employer ID number (FEIN), if any:

Type of nonprofit organization. Check one.

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other nonprofit organization

Mailing address: 815 Haywood Dr. City: Howard Lake State: MN Zip code: 55349 County: Wright

Name of chief executive officer [CEO]: Scott Schmidt Daytime phone number: (320) 543-2498 E-mail address: srs4du@earthlink.net

NONPROFIT STATUS

Attach a copy of ONE of the following for proof of nonprofit status.

☒ **Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**
Don't have a copy? This certificate must be obtained each year from:
Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
Phone: 651-296-2803

☐ **IRS income tax exemption [501(c)] letter in your organization's name.**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]**
If your organization falls under a parent organization, attach copies of **both** of the following:
a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
b. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
Game Fair / Armstrong Ranch Kennels

Address [do not use PO box]: 8404 161st Ave NW City or township: Ramsey Zip code: 55303 County: Anoka

Date[s] of activity. For raffles, indicate the date of the drawing.
8-18-2013

Check each type of gambling activity that your organization will conduct.

☐ Bingo* ☒ Raffle ☐ Paddlewheels* ☐ Pull-tabs* ☐ Tipboards*

***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to ***www.gcb.state.mn.us*** and click on ***Distributors*** under the ***WHO'S WHO? LIST OF LICENSEES***, or call 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

CITY APPROVAL for a gambling premises located within city limits

X The application is acknowledged with no waiting period.

___ The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].

___ The application is denied.

Print city name City of Ramsey

Signature of city personnel

Title Finance Director Date 7/25/13

Local unit of government must sign

COUNTY APPROVAL for a gambling premises located in a township

___ The application is acknowledged with no waiting period.

___ The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.

___ The application is denied.

Print county name _____

Signature of county personnel _____

Title _____ Date _____

TOWNSHIP. If required by the county.
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.
[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

Print township name _____

Signature of township officer _____

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief executive officer's signature _____ Date 7/29/13

Print name Scott Schmidt

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.
  Only one application is required if one or more raffle drawings are conducted on the same day

Send application with:

___ a copy of your proof of nonprofit status, and
___ application fee (non refundable). Make check payable to "State of Minnesota."

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Financial report and recordkeeping required
A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

Questions?
Call the Licensing Section of the Gambling Control Board at 651-639-4000.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

CC Regular Session **4. 7.**

Meeting Date: 08/13/2013

By: Diana Lund, Finance

Information

Title:

Approve an Exemption For a Gambling License for Wounded Warriors Guide Service

Background:

The attached application is from the Wounded Warriors Guide Service for exemption from a lawful gambling license to hold a fund-raising raffle at Game Fair on August 18, 2013.

Wounded Warriors Guide Service is a cost free guide service founded by veterans for veterans. The Wounded Warriors Guide Service provides waterfowl hunting opportunities for vets that have been wounded serving our nation.

Wounded Warriors Guide Service meets all of the requirements which allow tham to remain exempt from licensing, primarily from the standpoint that commodities to be raffled are greater than $1,500 but less than $50,000 for the calendar year.

Approval requires nothing more than a motion followed by a letter to the Gambling Control Board, while if the request is denied, a formal resolution for denial would need to be prepared and submitted to the Gambling Control Board.

Notification:

Observations:

Recommendation:

Staff recommends that the City Council approve the exemption from a lawful gambling license for the Wounded Warriors Guide Service to hold a raffle at Game Fair on August 18, 2013.

Funding Source:

Council Action:

Motion to recommend City Council approve the exemption from a lawful gambling license for the Wounded Warriors Guide Service to hold a raffle at Game Fair on August 18, 2013 and authorize staff to submit a letter to the Gambling Control Board stating approval.

Attachments

Exemption Permit - Wounded Warriors

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/03/2013 12:02 PM

Form Started By: Diana Lund
Started On: 07/30/2013 09:21 AM
Final Approval Date: 08/03/2013

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total prize value for the year will be $1,500 or less, contact the licensing specialist assigned to your county.

Application fee (non refundable)

If application is postmarked or received 30 days or more before the event **$50**; otherwise **$100**.

ORGANIZATION INFORMATION

Organization name: Wounded Warriors Guide Service

Previous gambling permit number:

Minnesota tax ID number, if any:

Federal employer ID number (FEIN), if any:

Type of nonprofit organization. Check one.

☐ Fraternal ☐ Religious ☑ Veterans ☐ Other nonprofit organization

Mailing address	City	State	Zip code	County
5028 Bemidji Ave N	Bemidji	MN	56601	Beltrami

Name of chief executive officer [CEO]	Daytime phone number	E-mail address
Brian Dean Ophus	(218) 209-1230	brian@wwgsmn.org

NONPROFIT STATUS

Attach a copy of ONE of the following for proof of nonprofit status.

☐ **Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**
Don't have a copy? This certificate must be obtained each year from:
Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
Phone: 651-296-2803

☑ **IRS income tax exemption [501(c)] letter in your organization's name.**
Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]**
If your organization falls under a parent organization, attach copies of **both** of the following:
a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
b. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
Armstrong Ranch Kennels

Address [do not use PO box]	City or township	Zip code	County
8404 161st Ave NW	~~Anoka~~ Ramsey	55303	~~Ramsey~~ Anoka

Date[s] of activity. For raffles, indicate the date of the drawing.
August 9-18

Check each type of gambling activity that your organization will conduct.

☐ Bingo* ☑ Raffle ☐ Paddlewheels* ☐ Pull-tabs* ☐ Tipboards*

***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to ***www.gcb.state.mn.us*** and click on ***Distributors*** under the ***WHO'S WHO? LIST OF LICENSEES***, or call 651-639-4000.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

CITY APPROVAL for a gambling premises located within city limits

X ___The application is acknowledged with no waiting period.

___The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days [60 days for a 1st class city].

___The application is denied.

Print city name City of Ramsey

Signature of city personnel

Title Finance Director Date 7/29/13

Local unit of government must sign

COUNTY APPROVAL for a gambling premises located in a township

___The application is acknowledged with no waiting period.

___The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.

___The application is denied.

Print county name _____

Signature of county personnel

Title _____ Date _____

TOWNSHIP. If required by the county.
On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits.
[A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166.]

Print township name _____

Signature of township officer _____

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief executive officer's signature _____ Date 7/29/13

Print name Brian D Ophus

REQUIREMENTS

Complete a separate application for:
- all gambling conducted on two or more consecutive days, or
- all gambling conducted on one day.
  Only one application is required if one or more raffle drawings are conducted on the same day

Send application with:
___ a copy of your proof of nonprofit status, and
___ application fee (non refundable). Make check payable to "State of Minnesota."

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Financial report and recordkeeping required
A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us.

Within 30 days of the event date, complete and return the financial report form to the Gambling Control Board.

Questions?
Call the Licensing Section of the Gambling Control Board at 651-639-4000.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.

All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

CC Regular Session **4. 8.**

Meeting Date: 08/13/2013

Submitted For: Dan Bray **By:** Jo Thieling, Administrative Services

Information

Title:

Approve Request to Declare Surplus Property

Background:

Staff is requesting Council declare the following property surplus and authorize sale of same:

#384 - 2008 Ford Crown Victoria - VIN 2FAFP71V98X163256 - Mileage 73,573
#385 - 2008 Ford Crown Victoria - VIN 2FAFP71V08X163257 - Mileage 87,395

Vehicles #384 and #385 were retired from the Police Department and were used for a while in Public Works. They are no longer needed.

Council Action:

Motion to declare the above mentioned vehicles as surplus and authorize sale/auction of same.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/08/2013 10:11 AM
Form Started By: Jo Thieling		Started On: 08/07/2013
Final Approval Date: 08/08/2013		

CC Regular Session **4. 9.**

Meeting Date: 08/13/2013

By: Tim Gladhill, Community Development

Information

Title:

Introduce Ordinance #13-15 to Establish Armstrong Boulevard Interchange Overlay District

Background:

The City has been actively pursuing the construction of an interchange at Armstrong Boulevard and U.S. Highway 10. The City has been successful in securing a portion of the funding required for this project. More importantly, the Anoka County Highway Department has completed the necessary environmental review to proceed with final design of the interchange. As part of the public comment period during the environmental review portion of the project, several commercial property owners expressed concern with loss of visibility due to the vertical nature of the proposed structure.

The following case borrows a model ordinance used in the Central Avenue (TH 65) improvement project at Main Street (CSAH 14) in Blaine. In this circumstance, a similar situation existed during the conversion of an at-grade intersection to a grade-separated interchange. The proposed overlay district allows for additional sign height and size.

Notification:

The Public Hearing held by the Planning Commission on July 18, 2013 was published in the Anoka County Union.

Observations/Alternatives:

The proposed Overlay District would allow commercial properties within the district a maximum height of fifty (50) feet and a maximum size of 150 square feet per face (aggregate 300 square feet). The underlying zoning requirements would allow a maximum of twenty-five (25) feet in height and a maximum size of 100 square feet.

The proposed interchange structure would have a minimum clearance over Highway 10 of slightly less than twenty (20) feet. The bridge deck structure would appear to be less than ten (10) feet for a total of thirty (30) feet clearance necessary for visibility of signs immediately adjacent to the interchange structure. As the proposed height allowance is fifty (50) feet, this would appear to be sufficient additional height, allowing for additional clearance for larger vehicles. These measurements are preliminary, subject to completion of the final design of the interchange.

The Overlay District is proposed to be established for parcels within 750 feet of the centerline of Highway 10, extending to the centerline of Traprock Street and extending to the centerline of Llama Street. As currently proposed, this overlay district would not apply to The COR District, as that district contains separate, specific sign regulations. An exhibit is attached hereto as reference.

These measurements are intended as a starting point for discussion. The City Council has the legislative authority to recommend that the initial measurements be amended.

Recommendation:

The Planning Commission recommended approval of Ordinance #13-15.

Funding Source:

The ordinance is being prepared as part of normal Staff duties.

Council Action:

Motion to introduce Ordinance #13-15 establishing the Armstrong Boulevard Sign Overlay District.

Attachments

DRAFT Ordinance #13-15

Area Map

DRAFT Planning Commission Minutes dated July 18, 2013

Email from Steve Young dated July 18, 2013

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/07/2013 12:19 PM
Kurt Ulrich	Jo Thieling	08/07/2013 12:20 PM
Diana Lund	Diana Lund	08/07/2013 12:22 PM
Form Started By: Tim Gladhill		Started On: 07/19/2013 08:32 AM
Final Approval Date: 08/07/2013		

ORDINANCE #13-15
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE AMENDING CITY CODE CHAPTER 117 (ZONING AND SUBDIVISIONS) TO AMEND SECTION 117-1 (DEFINITIONS) AND CHAPTER 117 ARTICLE II, DIVISION 8 (SIGNS) ESTABLISHING THE ARMSTRONG INTERCHANGE SIGN OVERLAY DISTRICT.

The City of Ramsey ordains:

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the Charter of the City of Ramsey.

SECTION 2. AMENDMENT

City Code Section 117-1 (Definitions) is hereby amended to include the following text.

ARMSTRONG BOULEVARD INTERCHANGE OVERLAY DISTRICT: A district for purposes of allowing additional signage in a specified area, described as all commercially zoned property located within 750 feet of the Centerline of Highway 10 and extending to the Centerline of Traprock Street and extending to the Centerline of Llama Street. Parcels located within The COR District are exempted from this overlay district, as sign regulations for that district are located in a separate section of City Code.

City Code Section 117-519 (Business type signs) is hereby amended to include the following text:

(c) Permitted freestanding signs under previous Section 117-519, subd. (a) (business use signs), and located within the Armstrong Boulevard Interchange Overlay District as defined by this ordinance, shall be allowed to a height of not more than fifty (50) feet and an area of not greater than one-hundred fifty (150) square feet. Signs permitted under this section shall have a monument style base constructed of materials that are consistent with the principal building to a minimum height of six (6) feet.

SECTION 3. SUMMARY

This ordinance establishes a new zoning overlay district for the purposes of allowing for additional signage in the area adjacent to the future Armstrong Boulevard Interchange. A copy of a map illustrating the district is attached as Exhibit A, hereto.

SECTION 4. EFFECTIVE DATE

This Ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 5.04.

PASSED by the City Council of the City of Ramsey, Minnesota, the ____day of ___, 2013.

_____
Mayor

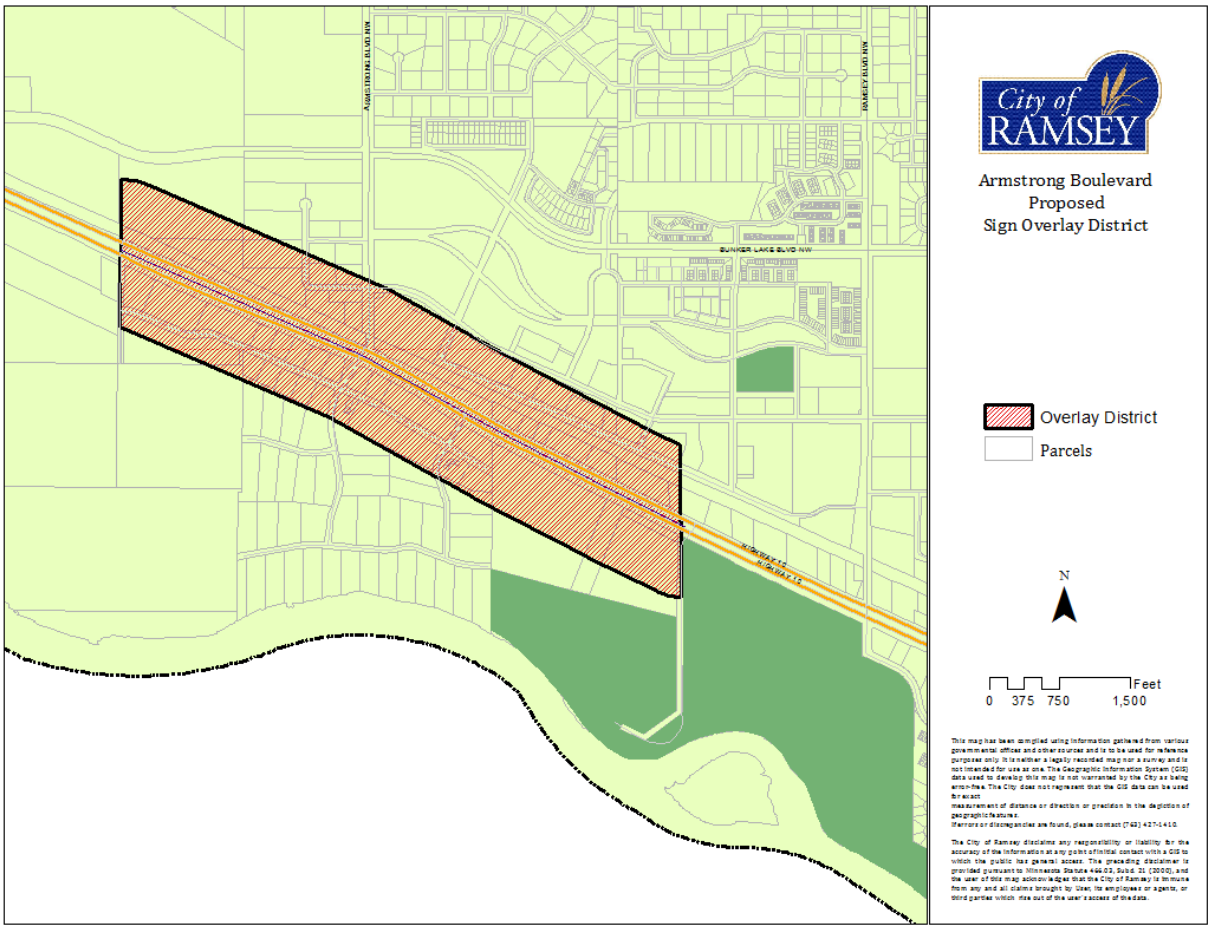
ATTEST:

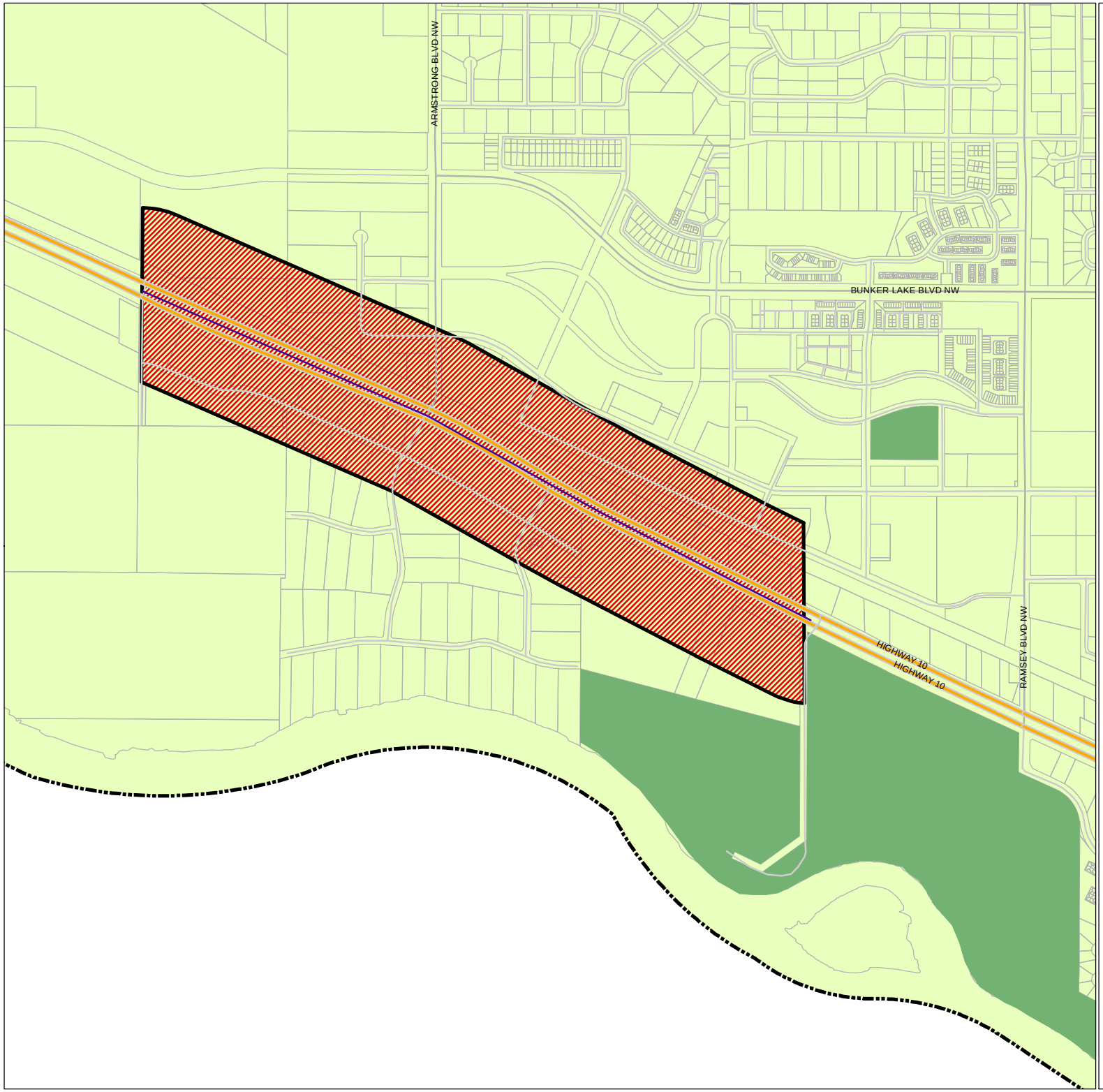
_____

City Clerk

Introduction date:
Posting dates:
Adoption date:
Publication date:
Effective date:

Exhibit A
Armstrong Boulevard Interchange Overlay District





City of RAMSEY

Armstrong Boulevard Proposed Sign Overlay District

Overlay District

Parcels

N

0 375 750 1,500 Feet

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free. The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features.
If errors or discrepancies are found, please contact (763) 427-1410.

The City of Ramsey disclaims any responsibility or liability for the accuracy of the information at any point of initial contact with a GIS to which the public has general access. The preceding disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties which rise out of the user's access of the data.

John Peterson, Oakwood Land Development, commented the proposed lots met all minimum City requirements and currently had water and sewer services in place. He explained a home could be built on the proposed lots that was consistent with the homes in the area.

The Commission was in favor of the proposed plan moving forward.

5.04: Public Hearing: Consider Ordinance #13-15 to Establish Armstrong Boulevard Interchange Overlay District

Public Hearing

Chairperson Levine called the public hearing to order at 8:06 p.m.

Presentation

Development Services Manager Gladhill presented the staff report stating the City has been actively pursuing the construction of an interchange at Armstrong Boulevard and US Highway 10. The City has been successful in securing a portion of the funding required for this project. He noted the Anoka County Highway Department has completed the necessary environmental review to proceed with final design of the interchange. As part of the public comment period during the environmental review portion of the project, several commercial property owners expressed concern with loss of visibility due to the vertical nature of the proposed structure.

Development Services Manager Gladhill stated the City has borrowed a model ordinance used in the Central Avenue (TH 65) improvement project at Main Street (CSAH 14) in Blaine. A similar situation existed during the conversion of an at-grade intersection to a grade-separated interchange. The proposed overlay district would allow for additional sign height and size. Staff was recommending the signs be no more than 50 feet in height. He requested the Commission hold a public hearing and adopt an Ordinance establishing the Armstrong Boulevard Interchange Overlay District.

Citizen Input

Development Services Manager Gladhill noted one business owner had requested a 300 square foot sign at 75 feet.

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

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

Chairperson Levine closed the public hearing closed at 8:14 p.m.

Commission Business

DRAFT

Chairperson Levine understood that both the City and business owners were pleased with the overpass in Blaine. He was encouraged that Staff was using the Blaine Ordinance as its model.

Commissioner Brauer stated the height of the overpass bridge in Blaine was taken into consideration when setting the proposed sign height in their overlay district.

Commissioner Bauer approved of the 50 foot sign height for the businesses within the overlay district.

Development Services Manager Gladhill reviewed the properties that would be affected by the overlay district.

Motion by Commissioner VanScoy, seconded by Commissioner Nosan, to recommend that City Council adopt Ordinance #13-15 establishing the Armstrong Boulevard Sign Overlay District.

Further discussion

Commissioner Bauer asked if a business owner could request a variance to the proposed sign height.

Development Services Manager Gladhill stated this could be done but a sign structure higher than 50 feet would require a great deal of footings. He noted a conditional use permit would have to be applied for.

Amendment

Motion by Commissioner Bauer to require the sign height to be tapered from the bridge height on down. The amendment failed for lack of a second.

Commissioner VanScoy recommended the Ordinance proceed as written by Staff.

Chairperson Levine agreed.

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

5.05: Zoning Bulletins

Zoning Bulletins were noted.

5.05: For Update Only: Report on Monthly Activities

Staff provided a report on monthly activities.

DRAFT

Tim Gladhill

From: Steve@arborgroup.net
Sent: Thursday, July 18, 2013 12:11 PM
To: Tim Gladhill
Cc: Kurt Ulrich; Bruce Westby
Subject: RE: Sign Overlay District Case
Attachments: Signage amendment 2013.07.18.pdf

Tim,

Thanks for emailing me the proposed amendment to the sign ordinance for the Armstrong Interchange area. Under the proposed ordinance, the maximum height increases to 50 feet. However, I don't believe 50 feet is sufficient to overcome the visibility obstruction caused by the Interchange. Assuming the bridge is 30 feet high and a semi-trailer on the bridge is 15 feet, then the bottom of the sign should be at least 45 feet high. However, due to the angle of a person's view driving from the west, a semi-trailer on the Interchange and sign location, another 15 feet should be added for a total of 60 feet to the bottom of the sign. Assuming each sign face is 150 SF (10 by 15), the maximum height of the sign should be at least 75 feet.

In addition, 150 SF is not sufficient for a multi-tenant sign this height. Due to the height required under the above conditions, a multi-tenant sign should have up to 300 SF per face to maintain legibility.

Please let me know if you have any questions or comments.

Thanks, Steve

-----Original Message-----
From: Tim Gladhill [mailto:tgladhill@ci.ramsey.mn.us]
Sent: Monday, July 15, 2013 10:17 AM
To: Steve@arborgroup.net
Cc: Kurt Ulrich; Bruce Westby
Subject: Sign Overlay District Case

Steve,

Staff has prepared a Public Hearing for the establishment of an overlay district for additional sign allowances in the area of the future Armstrong Interchange.

A copy of the case can be found at
http://156.142.212.178:8080/agenda_publish.cfm?mt=ALL&get_month=7&get_year=2013&dsp=agm&seq=3394&rev=0&ag=726&ln=8676&nseq=3403&nrev=0&pseq=3395&prev=0.

Thanks!

Sent from my mobile device.

Tim Gladhill
Development Services Manager
City of Ramsey
7550 Sunwood Dr NW

Ramsey, MN 55303
763-576-4308 (direct)
763-427-1410 (main)
763-433-9848 (fax)
tgladhill@ci.ramsey.mn.us<mailto:tgladhill@ci.ramsey.mn.us>

CC Regular Session **4. 10.**

Meeting Date: 08/13/2013

By: Tim Gladhill, Community Development

Information

Title:

Introduce Ordinance #13-16 Amending City Code Relating to Surfacing Requirements in the Official Map Overlay District and Other Highway 10 Improvement Impact Areas

Background:

On July 9, 2013, the City Council directed Staff to review performance standards along Highway 10, specifically in the Official Map Area (for future freeway expansion) and areas impacted by associated improvements (most notably the Armstrong Boulevard Interchange). The City Council desires to review performance standards every two (2) to three (3) years to monitor the progress of improvements to Highway 10 and how it relates to the longevity of current users. These standards include, but are not limited to surfacing requirements (for parking, maneuvering, and display/storage), landscape requirements, and other improvements that are scheduled to be impacted by the future interchange.

The Official Map has been established to allow current users economic benefit to adequately use an existing property, while still limiting the amount of expansion that can occur that will impact the future public improvement (Highway 10).

Staff has prepared an ordinance dealing specifically with surfacing requirements in this area. The City Council desires to formalize and review our current policies and ordinances relating requirements for hard surfacing (concrete or bituminous) that recognizes current advancements in the Armstrong Interchange project and increased focus on overall Highway 10 needs.

The Planning Commission held a Public Hearing on August 1, 2013 and recommended approval of the Ordinance.

Notification:

The Public Hearing held on August 1, 2013 was published in the Anoka County Union.

Observations:

There are a number of performance standards to consider as it relates to the Highway 10 Corridor including, but not limited to, off-street parking, surfacing requirements, outside storage, and building materials. This ordinance focuses specifically on surfacing requirements due to the volume of requests received. Staff will forward a more comprehensive review of performance standards in the near future.

Surfacing

The proposed ordinance permits a waiver of standard surfacing requirements of asphalt or concrete with continuous curb and gutter. The exemption would apply to the defined area ("Impact Area") of the following:

- Properties located within the Highway 10 Official Map
- Properties specifically identified for acquisition in the approvedEnvironmental Assessment review documents for the grade separated interchanges on US Highway 10 at Sunfish Lake Boulevard, Ramsey Boulevard, and Armstrong Boulevard

Staff would recommend the following standards as identified in the attached, proposed ordinance:

- Utilized to expand existing parking, maneuvering and display areas only

- A minimum setback of five (5) feet from the edge of stormwater ponds and other sloped areas (to prevent erosion issues)
- A minimum setback of twenty (20) feet from all right of way lines (existing code provision)
- Area should be screened; opaque fence acceptable
- Encouragement of additional vegetative screening (not required); City reserves right to require additional vegetative screening if necessary to mitigate identified concern(s) on a specific parcel
- Class V gravel, recycled concrete, and recycled asphalt are identified as the acceptable alternatives

The recommended process for approval of alternative surfaces in this scenario is the granting of an Interim Use Permit. An Interim Use Permit is a tool available to the City to permit a use that may be acceptable under current circumstances, but would not be acceptable in the future. The termination date shall be tied to an identifiable date or event in the future. In this case, the eventual conversion of Highway 10 to freeway status and acquisition of entire parcels provides an event that may make this interim use acceptable today, but not acceptable when Highway 10 is eventually upgraded. City Code allows interim uses to be approved for a maximum of five (5) years unless otherwise approved by City Council. City Code states the following in regards to interim uses:

Sec. 117-52. - Interim use permits.

(a) Purpose. The purpose and intent of allowing interim uses is:

(1) To allow a use for a limited period of time that reasonably utilizes the property where it is not reasonable to utilize it in the manner provided in the comprehensive guide; and

(2) To allow a use that is presently acceptable but that, with anticipated development will not be acceptable in the future.

(b) Application, public hearing, notice and procedure. The application, public hearing, public notice and procedure requirements for interim use permits shall be the same as those for conditional use permits as provided in section 117-51

(c) Standards of issuance.

(1) The planning commission may recommend an interim use permit and the council may issue such interim use permits only if it finds that:

a. The use conforms to the zoning regulations;

b. The date or event that will terminate the use can be identified with certainty;

c. Permission of the use will not impose additional costs on the public if it is necessary for the public to take the property in the future; and

d. The user agrees to any conditions that the city council deems appropriate for permission of the use.

(2) Every interim use permit issued shall terminate upon a date or event that can be identified with certainty, with the maximum duration of five years from the date of approval, unless otherwise approved by the council.

(3) The council may attach such conditions to the interim use permit as it deems necessary in order to carry out the intent and purpose of this chapter and protect the public health, safety and welfare. These conditions may include a financial surety in an amount sufficient to remove the interim use and interim structures upon expiration of the interim use permit.

(d) Termination. An interim use permit shall terminate upon the occurrence of any of the following events; whichever first occurs:

(1) The date stated in the permit;

(2) A violation of conditions and subsequent revocation of the permit; or

(3) Revocation resulting from a cessation of the interim use for 30 consecutive days.

Recent advancements in the Highway 10 project, most notably the successful grant application in the amount of ten million dollars towards the Armstrong Boulevard Interchange project, create a threshold in order to review performance standards in this interim area. The City continues to strive to strike a balance between aesthetics, equitable regulations, and areas in transition due to future public improvements. The Highway 10 corridor is a key node for the community, and therefore it is important to regularly review the City's ordinances and policies.

Staff recommends that it is important to adopt this ordinance if the City Council desires to increase the flexibility in surfacing requirements. This will help the City clearly identify when the proposed surfaces are acceptable for use so that Staff can equitably enforce the City's ordinances

Recommendation:
The Planning Commission recommends approval of Ordinance #13-16.

Funding Source:
Preparation of the ordinance is being handled as part of normal Staff duties.

Council Action:
Motion to introduce Ordinance #13-16.

Attachments

DRAFT Ordinance #13-16
DRAFT Planning Commission Minutes date August 1, 2103
Armstrong Parcels
Highway 10, Sunfish Boulevard, and Ramsey Boulevard Parcels

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/07/2013 12:23 PM
Kurt Ulrich	Jo Thieling	08/07/2013 01:32 PM
Diana Lund	Diana Lund	08/07/2013 01:53 PM
Form Started By: Tim Gladhill		Started On: 08/07/2013 11:09 AM
Final Approval Date: 08/07/2013		

ORDINANCE #13-16

CITY OF RAMSEY

ANOKA COUNTY
STATE OF MINNESOTA

AN AMENDMENT TO CHAPTER 117 OF THE CITY CODE, WHICH CHAPTER IS KNOWN AS ZONING AND SUBDIVISIONS OF THE CITY CODE OF RAMSEY, MINNESOTA

AN ORDINANCE AMENDING SECTION 117-356 (COMMERCIAL AND INDUSTRIAL DEVELOPMENT OFF-STREET PARKING) OF THE RAMSEY CITY CODE.

The City of Ramsey Ordains:

SECTION 1 AUTHORITY

This ordinance is adopted pursuant to and under the authority of the City Charter of the City of Ramsey.

SECTION 2 AMENDMENTS

Section 117-356 is hereby amended as follows (additions indicated as underline, deletions indicated as ~~strike-through~~):

(d) Surfacing Requirements for Highway 10 interim areas.

(1) *Purpose.* The City Council desires to acknowledge the impacts of Highway 10 improvements that will convert this corridor to a freeway status while still providing fair and equitable enforcement of City Code standards for those areas not impacted by future Highway 10 improvements. This conversion will eliminate private accesses, require the acquisition of private parcels, and will include the construction of grade-separated interchanges. With that in mind, this Section provides an exemption to surfacing standards as directed below to reduce the burden of costly improvements that will be eliminated in the near term. Consistent with guidance provided by Minnesota Statute Chapter 462, the City establishes a process for allowing alternative surfacing for parking, maneuvering, storage, and display areas through the issuance of an Interim Use Permit. The City finds that these alternative surfaces are currently acceptable, but will not be acceptable when Highway 10 is converted to freeway status.

(2) *Area defined.* This Section shall apply to the following areas only (collectively the "Impact Area"):

a. Property located within the Highway 10 Official Map Area (as on file with the Anoka County Recorder)/H-1 Highway 10 Business District

DRAFT

b. Parcels identified in the Preferred Alignment for Armstrong Boulevard Interchange as shown on the document titled 'Environmental Assessment: US Highway 10 Interchange with Anoka County State Aid Highway 83 (Armstrong Boulevard)' dated August 2012.

c. Parcels identified in the Preferred Alignment for Ramsey Boulevard Interchange and Sunfish Lake Boulevard Interchange as shown on the official Environmental Assessment.

(3) Standards.

a. *Incorporation of other City Code standards.* Notwithstanding other sections of this Chapter, these surfacing exemptions shall apply to surfacing requirements for concrete or bituminous with concrete curb and gutter. All other provisions related to off-street parking, outside storage, and outdoor display of goods for sale shall apply.

b. *Alternative Surfaces.* In addition to permitted surfacing of the underlying zoning district, parcels located in the Impact Area may utilize Class V gravel, recycled concrete, or recycled bituminous (asphalt), subject to the standards of this Section, and requiring the issuance of an Interim Use Permit (IUP).

c. *Expansion of existing areas only.* Alternative surfaces may be considered for parking lot expansion for existing parking lots only. Primary parking for employees and customers must be in accordance with the underlying zoning district. Alternate surfaces may not be used for customer and employee parking. Any alternative surface area may not exceed 150% the size of the primary surface area consisting of concrete or bituminous.

d. *Separation from stormwater ponds.* The use of alternative surface materials may present potential degradation of stormwater areas due to sediment deposits. Alternative surfaces must maintain a minimum setback of five (5) feet from the edge of stormwater ponds as directed by the City Engineer.

e. *Setbacks.* The edge of the parking/storage area must maintain a minimum setback of twenty (20) feet from rights of way.

f. *Screening.* Alternative surfaces must be completely screened from view at ground level from public rights of way and adjacent properties, consistent with exterior materials standards of the underlying zoning district and/or 100% opaque fencing. The City encourages planting of vegetation to enhance screening and improve aesthetics. The City reserves the right to require additional vegetative screening as a reasonable condition of approval if it determines that it is necessary to protect the intent of this Section for site specific conditions.

g. *Acceptable Uses.* The use of the property must be in accordance with permitted, conditional, and accessory uses of the underlying zoning district.

h. *Motor Vehicles.* The storage of motor vehicles and equipment must be in accordance with City Code Section 117-355 and 117-356 (Off street parking). The storage of inoperable vehicles or equipment is not acceptable.

DRAFT

(4) *Process.* Requests for the use of alternative surfaces in the Impact Area shall be processed in accordance with City Code Section 117-52 (Interim uses).

SECTION 3. SUMMARY

The following is the official summary of Ordinance #13-16, which has been approved by the City Council of the City of Ramsey as clearly informing the public of the intent and effect of the Ordinance.

It is the intent and effect of Ordinance #13-16 to amend Ramsey, Minnesota City Code Chapter 117, Article II, Division 6, Subdivision 1, Section 117-356 to:

- Establish acceptable alternative surfacing materials for areas impacted by future Highway 10 improvements.
- Define the impacted areas as those located within the Highway 10 Official Map Area, parcels identified in the Preferred Alignment for Armstrong Boulevard Interchange as shown on the document titled 'Environmental Assessment: US Highway 10 Interchange with Anoka County State Aid Highway 83 (Armstrong Boulevard)' dated August 2012, and parcels identified in the Preferred Alignment for Ramsey Boulevard Interchange and Sunfish Lake Boulevard as shown on the official Environmental Assessment.
- Specify that customer and employee parking must be on proper surfacing as outlined in the underlying zoning district.
- Identify a minimum setback alternative surfaces must maintain from stormwater ponds.
- Specify screening requirements from ground level view from public rights of way and adjacent properties when alternative surfacing materials are used.

SECTION 4. EFFECTIVE DATE

The effective date of this Ordinance is thirty (30) days after its passage and publication, subject to City Charter Section 5.07.

Adopted by the Ramsey City Council the 27th day of August, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction Date:

DRAFT

Posting Dates:
Adoption Date:
Publication Date:
Effective Date:

DRAFT

Sharon Compton, 11356 Flintwood Street NW in Coon Rapids, with Pathways Community Church thanked the Commission for considering their request this evening. She indicated the accessory building would assist in storing tables, chairs, outdoor equipment and mowers.

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 Nosan. Voting No: None. Absent: None.

Chairperson Levine closed the public hearing closed at 7:09 p.m.

Commission Business

Motion by Commissioner Bauer, seconded by Commissioner Maul, to recommend that City Council adopt Resolution #13-08-127 adopting Findings of Fact #0916 relating to the applicant's request for an amended conditional use permit

Further discussion

Commissioner Field questioned if the existing shed would be removed.

Associate Planner/Environmental Coordinator Anderson stated the 12' x 16' existing shed would be removed to make room for the new accessory building.

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

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to recommend that City Council adopt Resolution #13-08-128 approving an amended conditional use permit for an expansion of a religious institution based on Findings of Fact #0916 and contingent upon compliance with the Staff Report dated July 26, 2013.

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

5.03: Public Hearing: Consider Ordinance #13-16 Amending City Code Relating to Surfacing Requirements in the Official Map Overlay District and Other Highway 10 Improvement Impact Areas

Public Hearing

Chairperson Levine called the public hearing to order at 7:13 p.m.

Presentation

Development Services Manager Gladhill presented the staff report stating on July 9, 2013 the Council directed staff to review performance standards along Highway 10, specifically in the Official Map Area (for future freeway expansion). Signage and surfacing requirements were of specific concern. He requested the Commission discuss the matter further and adopt the proposed Ordinance.

Citizen Input

None.

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 Nosan. Voting No: None. Absent: None.

Chairperson Levine closed the public hearing closed at 7:18 p.m.

Commission Business

Chairperson Levine questioned the length of time that would be allowed for an interim use permits.

Development Services Manager Gladhill explained that interim use permits would be approved for five years and if not followed correctly action could be taken by the City.

Commissioner Bauer asked how the City would address right-of-way issues in the future.

Development Services Manager Gladhill indicated the expanded highway areas would be handled through State Statute, but the property owners would have grandfather rights. For the most part, most properties identified would be complete acquisitions. His hope would be that property owners would build or expand outside of the proposed highway right-of-way.

Commissioner Bauer recommended that staff consider landscaping or screening be considered short-term if completed in the interim within the proposed highway right-of-way.

Commissioner VanScoy inquired if there were plans for a City of Ramsey interchange.

Development Services Manager Gladhill commented a corridor study has been completed for both Sunfish Lake Boulevard and Armstrong Boulevard interchanges.

Commissioner Field recommended a language change to the Ordinance regarding the impacted area.

Motion by Commissioner Bauer, seconded by Commissioner Brauer, to recommend that City Council adopt Ordinance #13-16, with the noted language change.

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

5.04: Consider Recommendation from Economic Development Authority (EDA) for Area Near 167th Avenue and Saint Francis Boulevard (TH 47)

Presentation

Development Services Manager Gladhill presented the staff report stating the retail node located at 167th Avenue and Trunk Highway 47 has been a topic of discussion with City Council and the EDA for several years. This node has struggled to become economically viable for some time, is experiencing high vacancy, an increase of blighted building conditions and escalating crime.

Development Services Manager Gladhill explained the City has received a number of inquiries from property and business owners located in the 167/47 Node requesting assistance to help correct a market failure. He indicated that Staff has worked through a policy that would assist in guiding this property through redevelopment while creating a common goal, vision, working parameters and a process to garner public input. He requested the Commission review the policy and direct Staff to coordinate an Open House.

Commission Business

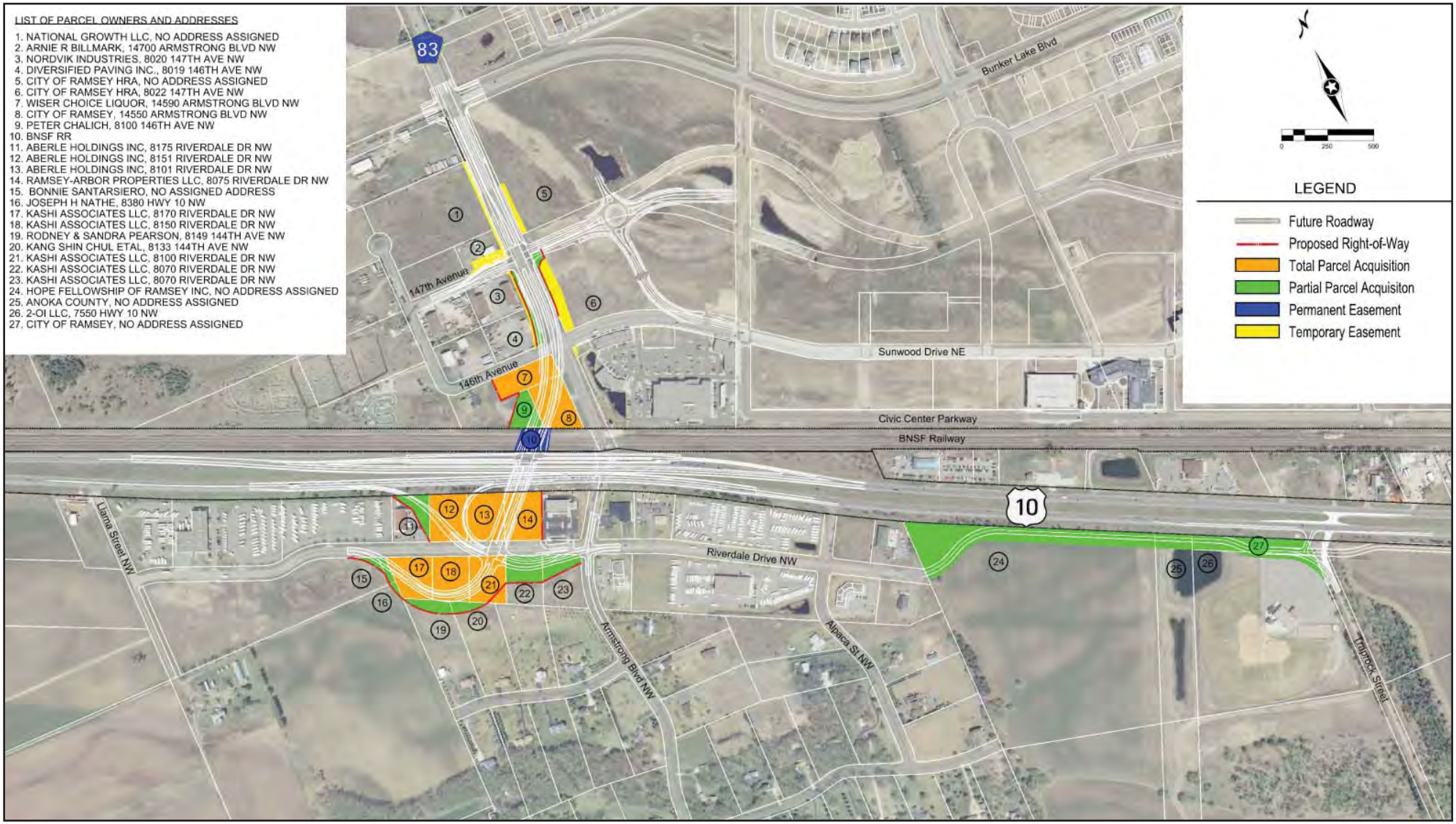
Assistant City Administrator Patrick Brama discussed the potential redevelopment of some land near the node by Rum River Hills Golf Course. He stated conceptual plans were being reviewed by the City at this time and that the number of units was still uncertain.

Commissioner Bauer commented if the number of residents in this area were to increase, it may create additional interest in the node.

Chairperson Levine expressed concern with bringing in a warehouse use to the node as opposed to retail uses.

Development Services Manager Gladhill explained the original vision for this area was a small neighborhood retail center to serve the adjacent residents.

Assistant City Administrator Brama commented the EDA did not want to see the space opened up for warehouse or industrial uses.



ANOKA COUNTY

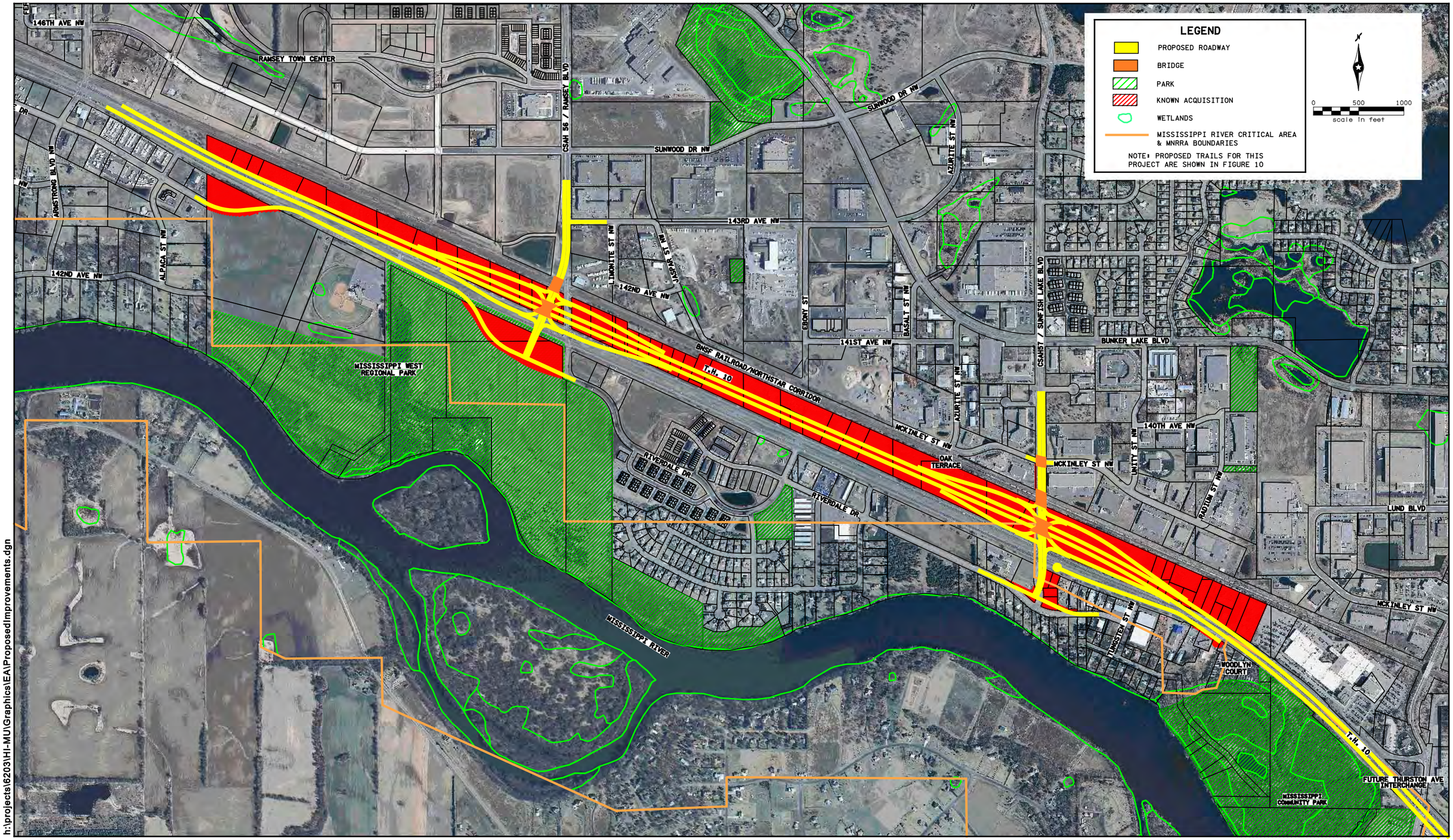
City of RAMSEY

MINNESOTA DEPARTMENT OF TRANSPORTATION

FIGURE 27: Right of Way Impacts

US 10 at CSAH 83 in the City of Ramsey, Anoka County, MN

WSB & Associates, Inc.



h:\projects\6203\HI-MUI\Graphics\EA\ProposedImprovements.dgn

Proposed Improvements - Single-Points at Sunfish Lake and Ramsey Boulevards (A5)

TH 10 in Ramsey
S.P. 199-010-11, S.P. 02-596-12, HPPH MN196(002)
Anoka County, City of Ramsey, Mn/DOT

Job 6203
3/10/2009

CC Regular Session **4. 11.**

Meeting Date: 08/13/2013

By: Tim Gladhill, Community Development

Information

Title:

Consider Site Plan for Building Expansion at 14350 Azurite St NW; Case of Diamond Graphics, Inc.

Background:

Diamond Graphics, located at 14350 Azurite Street NW, is requesting Site Plan Approval for a 28,034 square foot building addition to expand their manufacturing facility. A site plan review and approval by the Planning Commission and City Council is required for commercial and industrial developments and expansions.

Notification:

Notification is not required for Site Plan review.

Observations:

The subject property is located in the E-1 Employment District. The intent of this district is to accommodate general industrial activities. The E-1 Employment District allows manufacturing uses as a permitted use.

The applicant is proposing a 28,034 square foot expansion to the north side of the building. The building addition will accommodate expansion of the existing manufacturing uses. Access to the site will be unchanged. A bituminous drive will be extended around the proposed building and parking lot expansion on the west side of the addition. Full drive circulation will be provided around the building and its expansion. The site meets all E-1 Employment District standards for lot size, width, building coverage and building/parking lot setbacks.

The project includes the addition of 124 parking stalls in two (2) rows along the west side of the building. While this exceeds the minimum parking standards, it substantially complies with the originally approved site plan and it is assumed that the additional parking would satisfy part of all of the parking needs of a future user of the adjacent parcel, which the applicant now owns. An executed cross-access easement will be necessary, as part of the parking will span the two parcels.

The Planning Commission recommended that the plantings proposed in the parking lot area be relocated to the perimeter of the lot versus within the lot area to ensure proposing plantings thrive, which is reflected on the revised plans.

The proposed elevations for the addition will utilize the same materials and colors to match the existing building.

Recommendation:

The Planning Commission recommends approval of the Site Plan contingent upon compliance with the City Staff Review Letter dated July 12, 2013 and amendment to the Landscaping Plan allowing perimeter landscaping versus landscaping internal to the parking lot.

Funding Source:

All costs associated with processing this request are the Applicant's responsibility.

Council Action:

Motion to approve the Site Plan submittal contingent upon compliance with the City Staff Review Letter dated July 12, 2013, revised August 7, 2013, and amendment to the Landscaping Plan allowing perimeter landscaping versus landscaping internal to the parking lot.

Attachments

Site Location Map

Site Plan

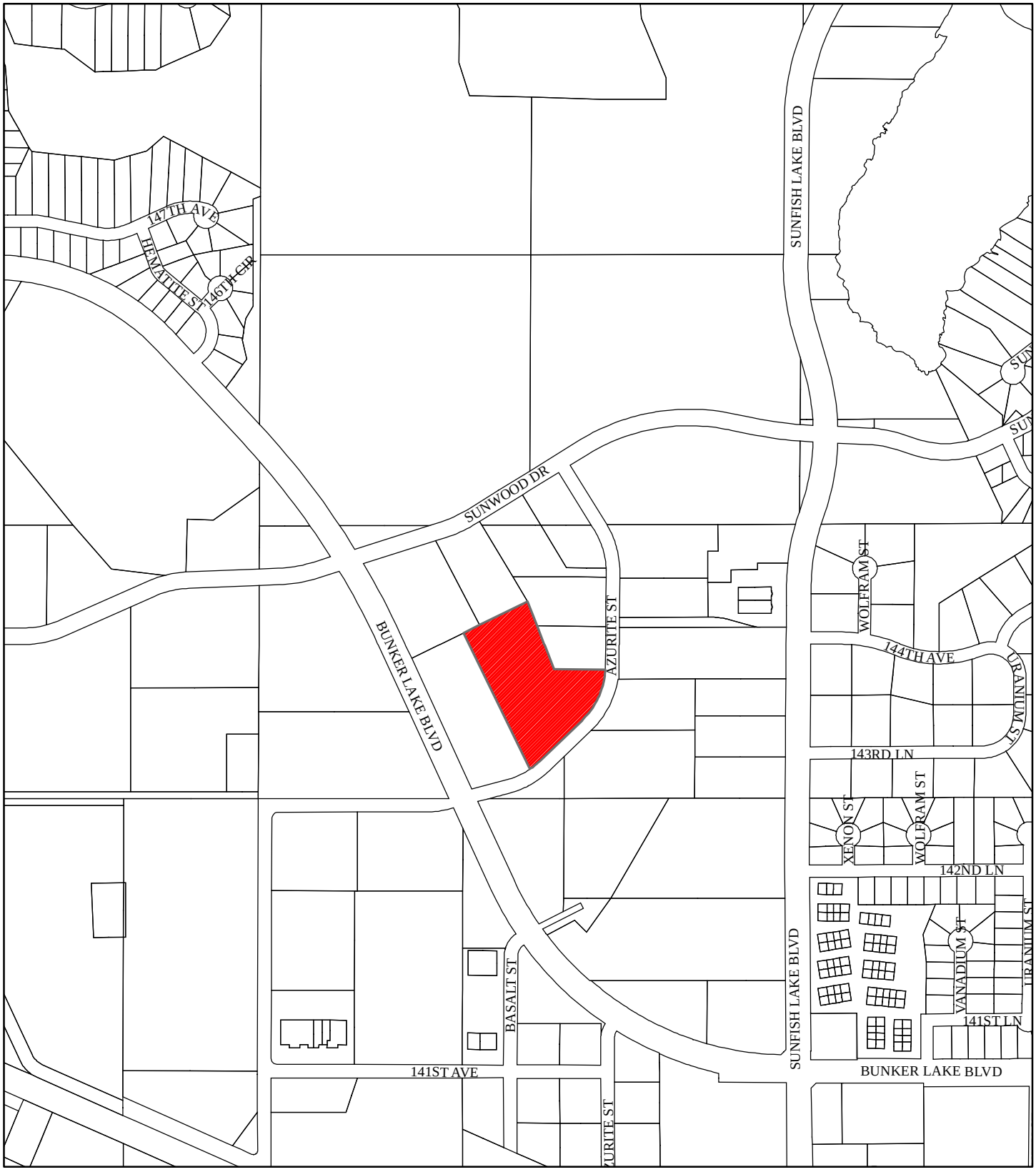
DRAFT Planning Commission Minutes dated July 18, 2013

Staff Report Dated August 7, 2013

Draft Development Permit

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/07/2013 12:09 PM
Kurt Ulrich	Jo Thieling	08/07/2013 12:20 PM
Diana Lund	Diana Lund	08/07/2013 12:23 PM
Form Started By: Tim Gladhill		Started On: 08/07/2013 10:50 AM
Final Approval Date: 08/07/2013		



City of RAMSEY

Diamond Graphics, Inc.
14350 Azurite Street NW

Legend

Site

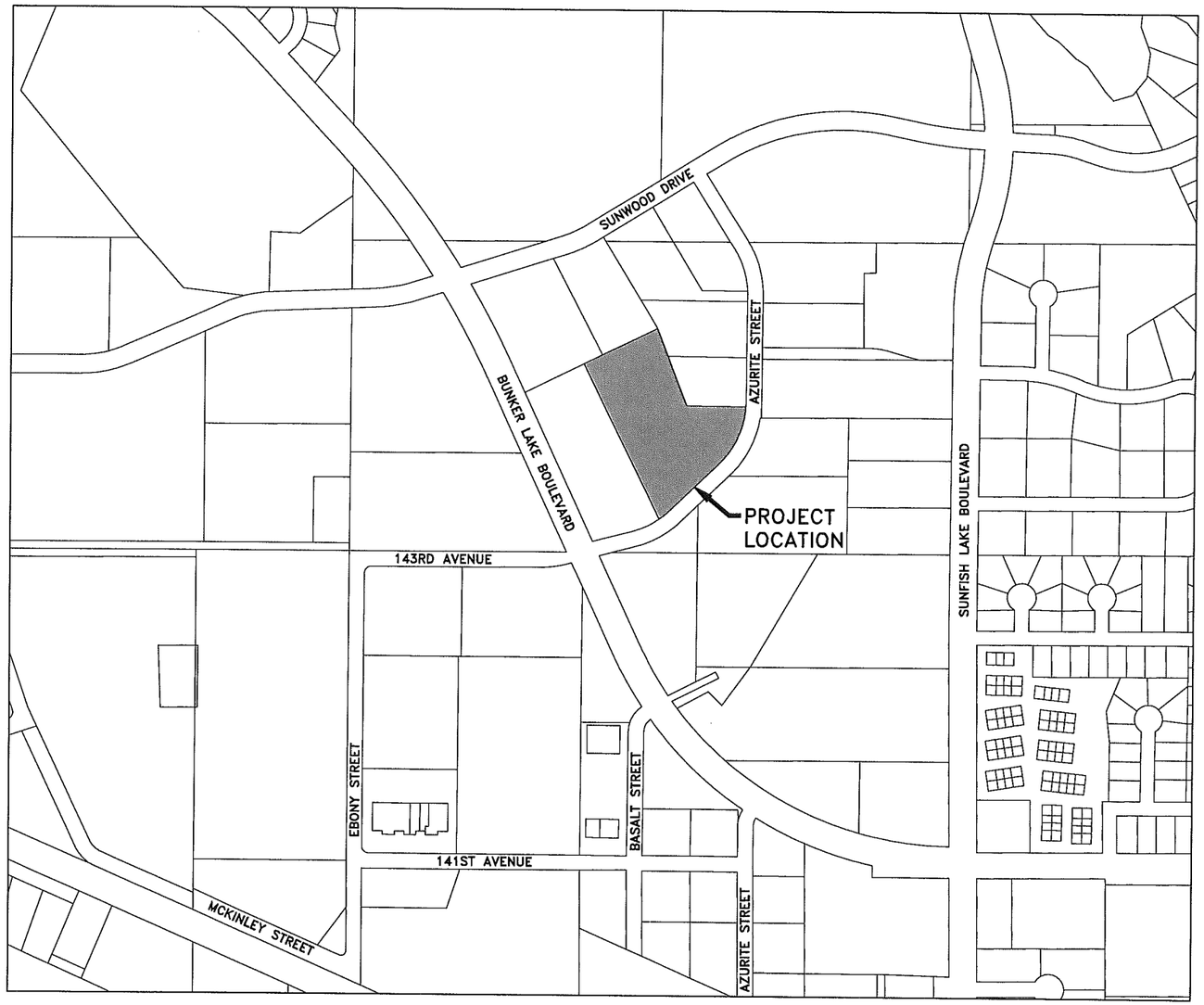
Parcels

N

0 850 1,700 Feet

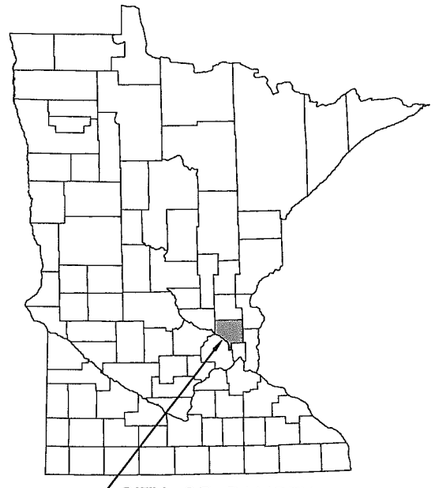
DIAMOND GRAPHICS BUILDING ADDITION

CONSTRUCTION PLANS FOR AGGREGATE BASE, BITUMINOUS PAVEMENT, CURB & GUTTER, GRADING, STORM SEWER AND MISCELLANEOUS CONSTRUCTION FOR VANGUARD CONSTRUCTION CITY OF RAMSEY



CONTRACTOR
VANGUARD CONSTRUCTION
2350 WYCLIFF STREET, SUITE 11
ST. PAUL, MN 55114
GEOFF BENEDICT
651-644-6545
651-644-7184 (FAX)

ENGINEER/SURVEYOR
HAKANSON ANDERSON
3601 THURSTON AVENUE
ANOKA, MN 55303
TIMOTHY A. EGGERICHS, P.E.
CHARLES R. CHRISTOPHERSON, P.L.S.
763-427-5860
763-427-0520 (FAX)



CITY OF RAMSEY,
ANOKA COUNTY,
MINNESOTA

GOVERNING SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

SHEET INDEX

THIS PLAN CONTAINS 4 SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	CONSTRUCTION NOTES, DETAILS AND PROJECT LEGEND
3	EXISTING TOPOGRAPHY AND REMOVALS PLAN
4	GRADING, DRAINAGE AND EROSION CONTROL PLAN

Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

BENCHMARKS:
① TOP NUT HYDRANT, SOUTH DRIVEWAY ENTRANCE.
ELEV=885.42
DATUM:
NAVD 29

N

SCALE 300 0 300 600 IN FEET

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

Tim Eggerichs

43362 LIC. NO.

DATE 6/21/13

TIMOTHY A. EGGERICHS, P.E.
HAKANSON ANDERSON
DESIGN ENGINEER

DATE	REVISION

RECEIVED
JUN 27 2013
BY:

SHEET 1 OF 4 SHEETS

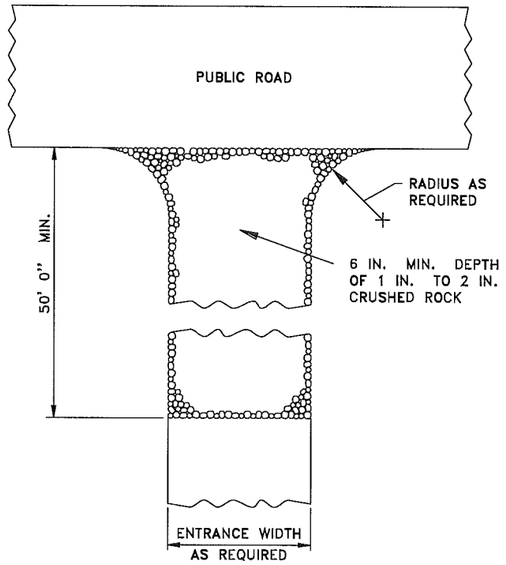
Jun 24, 2013 - 1:03pm
K:\cad_eng\projects\private\3516.02\dwg\3516027TITLE.dwg

GENERAL CONSTRUCTION AND SOILS NOTES:

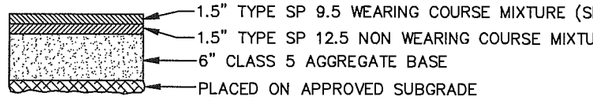
1. STRIP ALL INPLACE TOPSOIL IN AREAS TO BE DISTURBED BY CONSTRUCTION AND REUSE AS SLOPE DRESSING. IN AREAS OF PARKING LOT, SIDEWALK AND BUILDING CONSTRUCTION, THE EXPOSED SAND SHALL BE SURFACE COMPACTED TO AT LEAST 100% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY, ASTM D698, IN AT LEAST THE UPPER 3 FEET.
2. UNLESS OTHERWISE RECOMMENDED IN THESE PLANS, THE GRADING SUBGRADE SHALL BE CONSTRUCTED OF SUITABLE GRADING MATERIAL. THE FILL SHALL BE PLACED IN 8" TO 10" LOOSE LIFTS, AND COMPACTED TO 100% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY.
3. SUITABLE GRADING MATERIAL FOR THIS PROJECT SHALL CONSIST OF ALL SOILS ENCOUNTERED WITH THE EXCEPTION OF TOPSOIL, SILT, DEBRIS, ORGANIC MATERIAL AND OTHER UNSTABLE MATERIAL.
4. WHEN PLACING NEW PAVEMENT ADJACENT TO INPLACE PAVEMENT CUT VERTICALLY TO THE BOTTOM OF INPLACE SURFACING OR TOP OF GRADING SUBGRADE, WHICHEVER IS DEEPER, AT A 1(V):2(H) TO THE BOTTOM OF EXCAVATION.
5. PROVIDE A SAW CUT WHEN PLACING NEW PAVEMENT ADJACENT TO INPLACE PAVEMENT AND AT TERMINI OF CONSTRUCTION TO ENSURE A UNIFORM JOINT.
6. BITUMINOUS AND CONCRETE ITEMS DISTURBED BY CONSTRUCTION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH Mn/DOT SPEC. 2104.3.
7. USE TACK COAT BETWEEN ALL BITUMINOUS MIXTURES. THE BITUMINOUS TACK COAT MATERIAL SHALL BE APPLIED AT A UNIFORM RATE OF 0.04 GAL/SY TO 0.06 GAL/SY BETWEEN BITUMINOUS LAYERS. THE APPLICATION RATES ARE FOR UNDILUTED EMULSIONS (AS SUPPLIED FROM THE REFINERY) OR MC AND RC LIQUID ASPHALTS. THE ASPHALT EMULSION MAY BE FURTHER DILUTED IN THE FIELD IN ACCORDANCE WITH SPEC. 2357.
8. PERFORMANCE GRADED (PG) ASPHALT BINDER PG 58-28, SPEC. 3151 MODIFIED, SHALL BE USED FOR ALL BITUMINOUS MIXES ON THIS PROJECT. SPEC. 3151 MODIFIED IS INCLUDED IN TECHNICAL MEMORANDUM NO. 02-06-MRR-01. SPECIFIC PG GRADES SHALL BE STATED IN THE SPECIAL PROVISIONS AND AT THE END OF THE MIX DESIGNATION NUMBER SHOWN ON THE TYPICAL SECTION.
9. THE BITUMINOUS MIXTURES SHALL MEET THE REQUIREMENTS OF SPECIFICATIONS 2360 AND 3139.

GENERAL EROSION CONTROL NOTES:

1. EROSION CONTROL SHALL CONFORM TO THE Mn/DOT EROSION CONTROL HANDBOOK.
2. PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL ACQUIRE THE NECESSARY MPCA NPDES STORMWATER PERMIT.
3. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL FACILITIES (BMP'S) PRIOR TO GRADING AND REMOVAL ACTIVITIES. BMP'S SHALL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION ACTIVITIES AND POTENTIAL FOR EROSION HAS PASSED.
4. THE CONTRACTOR SHALL SCHEDULE HIS OPERATION TO MINIMIZE THE AMOUNT OF DISTURBED AREA AT ANY GIVEN TIME.
5. BMP'S SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND BE DOCUMENTED AND INSPECTION LOG.
6. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION.
7. THE CONTRACTOR SHALL FILE A NOTICE OF TERMINATION WITH THE MPCA AFTER FINAL STABILIZATION HAS BEEN APPROVED.



1/2 ROCK CONSTRUCTION ENTRANCE



3/2 LIGHT DUTY PAVEMENT SECTION
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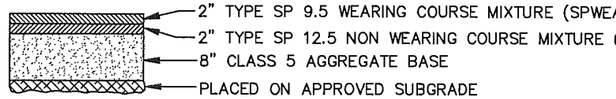
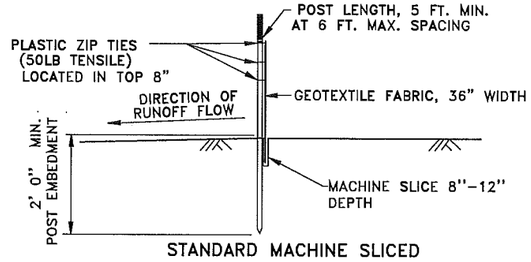
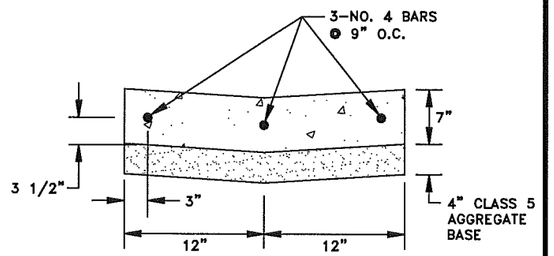


4/2 HEAVY DUTY PAVEMENT SECTION
NO SCALE



STANDARD MACHINE SLICED

2/2 SILT FENCE DETAILS
TO PROTECT AREAS FROM SHEET FLOW (SEE SPEC. 3886)



5/2 CONCRETE VALLEY GUTTER
NO SCALE

LEGEND

- 906 EXISTING CONTOUR
- PROPERTY LINE
- EXISTING CONCRETE CURB & GUTTER
- EXISTING STORM SEWER
- EXISTING CATCH BASIN
- 906 PROPOSED CONTOUR
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN
- PROPOSED STORM SEWER MANHOLE
- PROPOSED CONCRETE CURB & GUTTER
- SILT FENCE PER 2/2
- DRAINAGE ARROW
- 2/3 DETAIL NUMBER / SHEET NUMBER

DATE	REVISION

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

TIMOTHY A. EGGERICHS, P.E.
Date 6/21/13 Lic. No. 43362

DESIGNED BY: TAE
DRAWN BY: TAE
CHECKED BY: CJJ

Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.hakanson-anderson.com

DIAMOND GRAPHICS BUILDING ADDITION

CONSTRUCTION NOTES, DETAILS AND PROJECT LEGEND

CITY OF RAMSEY, MINNESOTA

SHEET 2 OF 4 SHEETS

3516.02

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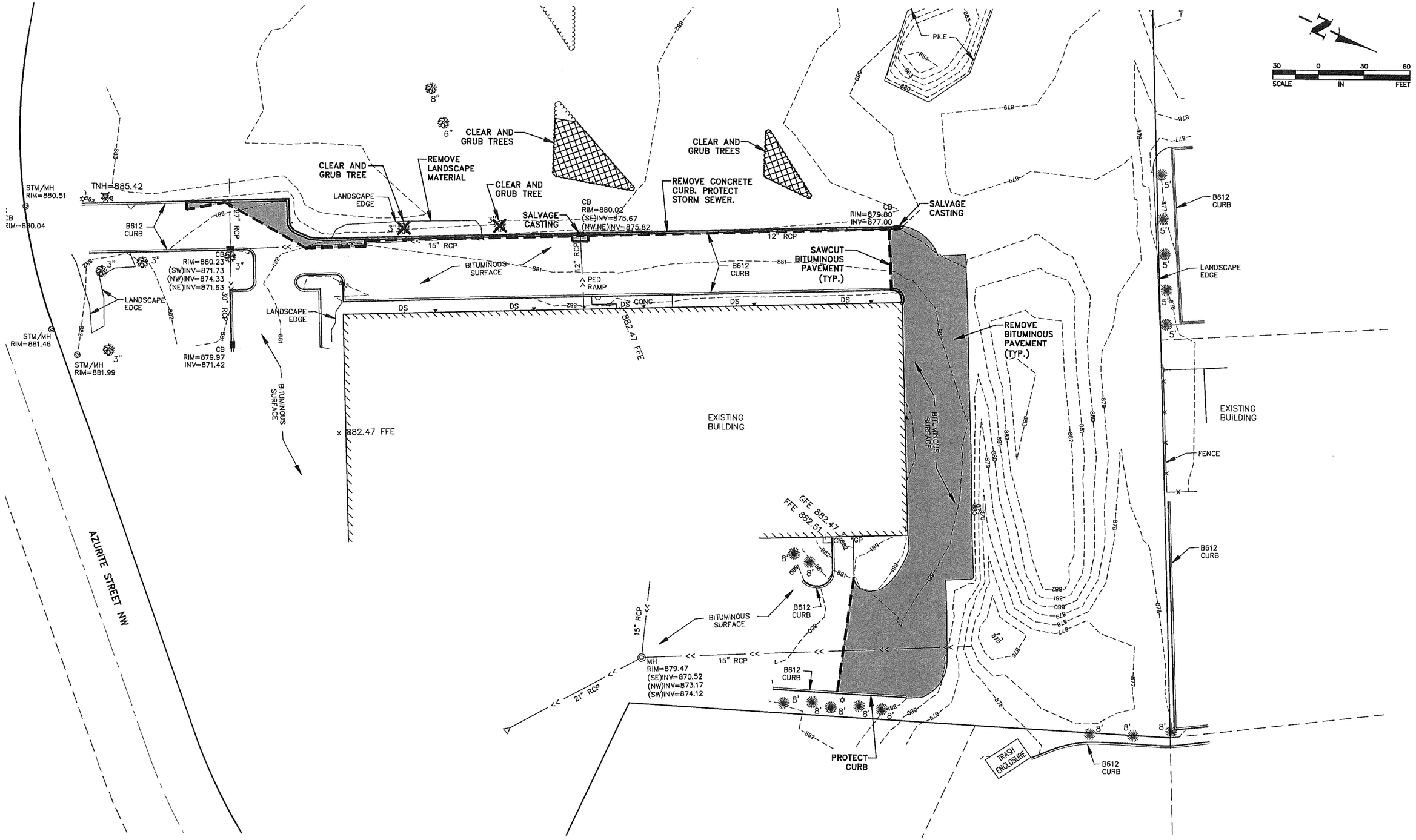

DATE	REVISION
6/24/13	ADDED EXISTING STORM SEWER INFORMATION

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

TIMOTHY A. EGGERICHS, P.E.
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www.hakanson-anderson.com

DIAMOND GRAPHICS BUILDING ADDITION

EXISTING TOPOGRAPHY AND REMOVALS PLAN

CITY OF RAMSEY, MINNESOTA

SHEET 3 OF 4 SHEETS

3516.02

Jun 24, 2013 - 1:05pm
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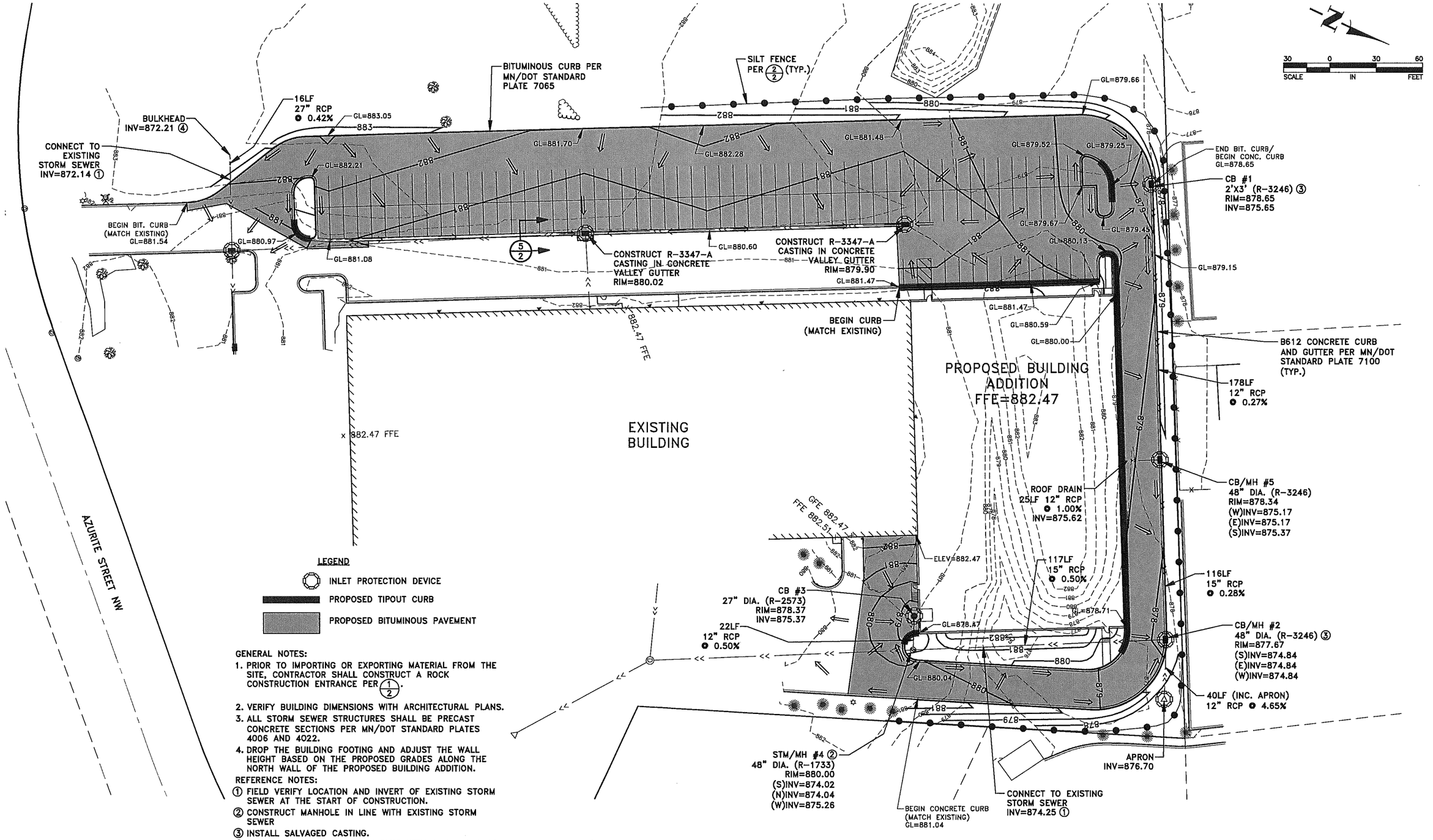

LEGEND

- INLET PROTECTION DEVICE
- PROPOSED TIPOUT CURB
- PROPOSED BITUMINOUS PAVEMENT

GENERAL NOTES:

1. PRIOR TO IMPORTING OR EXPORTING MATERIAL FROM THE SITE, CONTRACTOR SHALL CONSTRUCT A ROCK CONSTRUCTION ENTRANCE PER 1/2.
2. VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
3. ALL STORM SEWER STRUCTURES SHALL BE PRECAST CONCRETE SECTIONS PER MN/DOT STANDARD PLATES 4006 AND 4022.
4. DROP THE BUILDING FOOTING AND ADJUST THE WALL HEIGHT BASED ON THE PROPOSED GRADES ALONG THE NORTH WALL OF THE PROPOSED BUILDING ADDITION.

REFERENCE NOTES:

① FIELD VERIFY LOCATION AND INVERT OF EXISTING STORM SEWER AT THE START OF CONSTRUCTION.
② CONSTRUCT MANHOLE IN LINE WITH EXISTING STORM SEWER
③ INSTALL SALVAGED CASTING.
④ INSTALL SALVAGED CONCRETE PLUG WITH A NEW RUBBER GASKET.

DATE	REVISION
6/24/13	REVISED PROPOSED DOOR LOCATIONS
6/27/13	ADDED BITUMINOUS CURB TO WEST SIDE OF PARKING LOT

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

TIMOTHY A. EGGERLING, P.E.
Date 6/21/13 Lic. No. 43362

DESIGNED BY: TAE
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CHECKED BY: CJJ

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www.hakanson-anderson.com

DIAMOND GRAPHICS BUILDING ADDITION

GRADING, DRAINAGE AND EROSION CONTROL PLAN

CITY OF RAMSEY, MINNESOTA

SHEET 4 OF 4 SHEETS

3516.02

Jun 27, 2013 - 2:08pm
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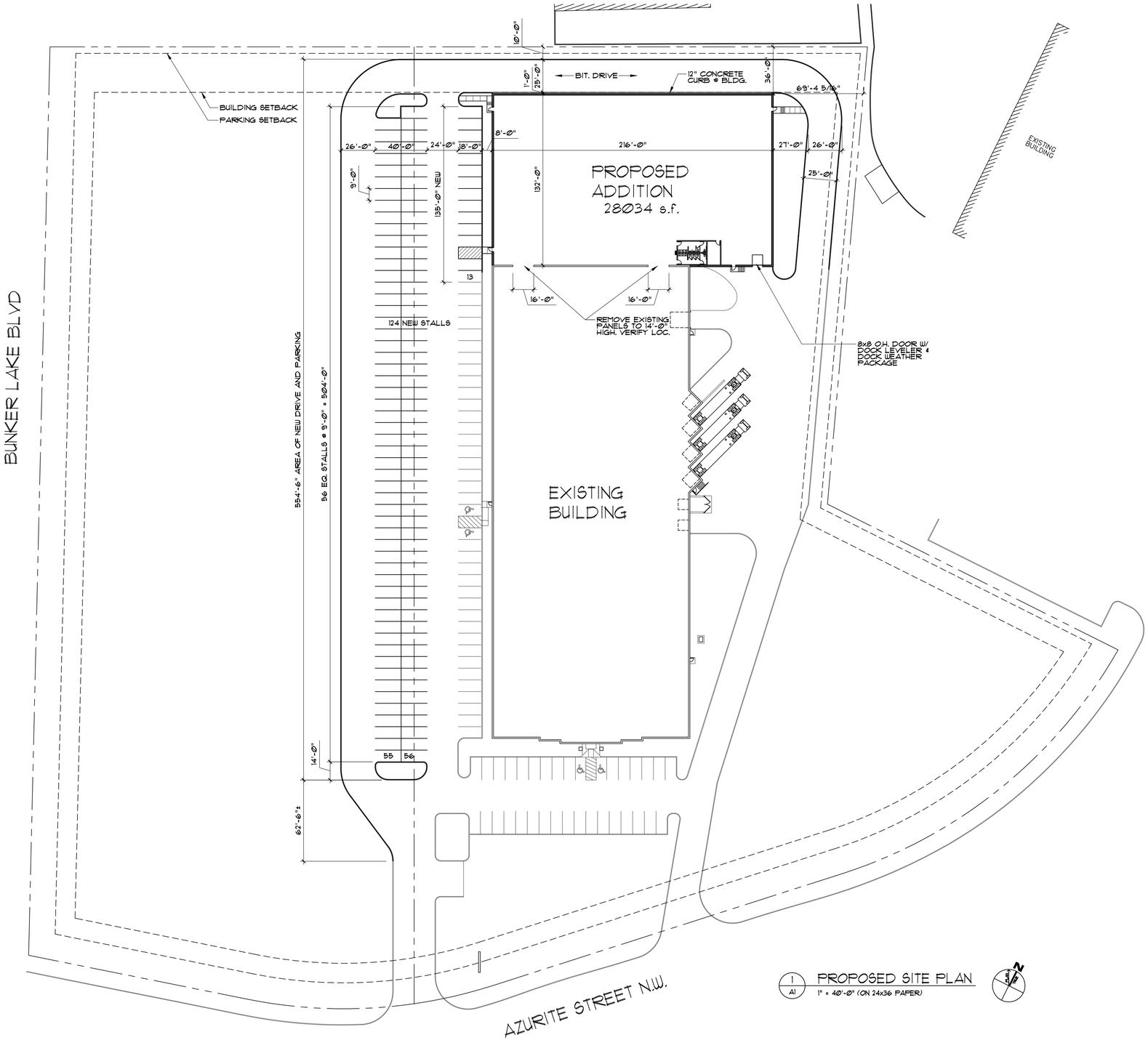
GENERAL PROJECT INFORMATION:

NAME: DIAMOND GRAPHICS, INC
ADDRESS:
14350 AZURITE ST NW
RAMSEY, MN
PRESENT ZONING AND LAND USE:
E-1 EMPLOYMENT DISTRICT
OWNER'S REP:
DON PATTERSON
14350 AZURITE ST NW
RAMSEY, MN
ARCHITECT:
ROSA ARCHITECTURAL GROUP, INC
1084 STERLING STREET N
ST. PAUL, MN 55119
ENGINEER:
HAKANSON ANDERSON
3601 THURSTON AVENUE
ANOKA, MN 55303
EMPLOYEES ON SITE:
APPROX 75 EMPLOYEES
PRESENT BUILDING USE:
MANUFACTURING
ADJACENT PROPERTIES:
HARBOR INDUSTIRES (E-1)
PANTHER PRECISION MACHINE (E-1)
ROTARY SYSTEMS (E-1)
CABINETRY CONCEPTS (E-1)
PROPOSED BUILDING AREA:
28,034 S.F.
SITE AREA:
471,504 S.F.
SITE ACREAGE:
10.82 ACRES
TOTAL BUILDING COVERAGE:
55,944 + 28,576 = 84,520 S.F
BUILDING COVERAGE PERCENTAGE OF SITE:
17.93 %
TOTAL IMPERVIOUS S.F.:
197,275 S.F.
IMPERVIOUS PERCENTAGE OF SITE:
41.84 %
TOTAL GREEN AREA S.F.:
274,229 S.F.
GREEN PERCENTAGE OF SITE:
58.16 %



1 / A1 PROPOSED SITE PLAN
1" = 40'-0" (ON 24x36 PAPER)

CITY SUBMITTAL SET ONLY - NOT FOR CONSTRUCTION

Rosa Architectural Group Inc.

1084 Sterling Street
St. Paul, Minnesota 55119
tel: 651-739-7988
fax: 651-739-3165

PROPOSED ADDITION TO DIAMOND GRAPHICS

14350 AZURITE ST NW
RAMSEY, MN

VANGUARD CONSTRUCTION

2350 WYCLIFF STREET
ST. PAUL, MN 55114

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: _____

SIGNED: _____

DATE: _____ REG. NO. _____

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PRINT NAME: RUSS ROSA

SIGNED: Russ Rosa

DATE: 6/24/13 REG. NO. 18039

PROJECT NUMBER:	21323
DATE:	JUNE 24, 2013
DRAWN BY:	JL
CHECKED BY:	RR
REVISIONS:	

PROPOSED SITE PLAN

A1

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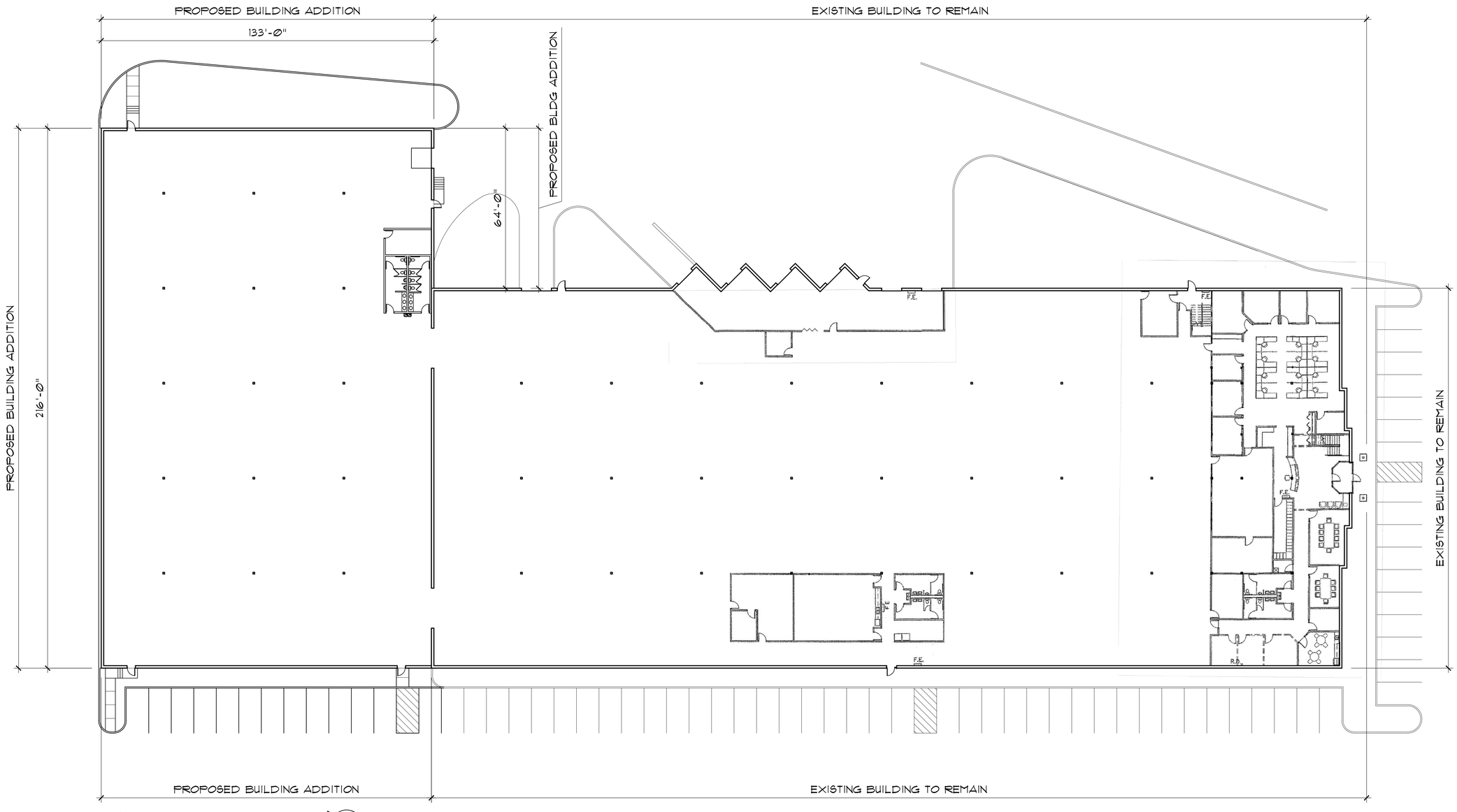

1 / A2 PROPOSED FLOOR PLAN

1" = 20'-0" (ON 24x36 PAPER)

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PROPOSED FLOOR PLAN

A2

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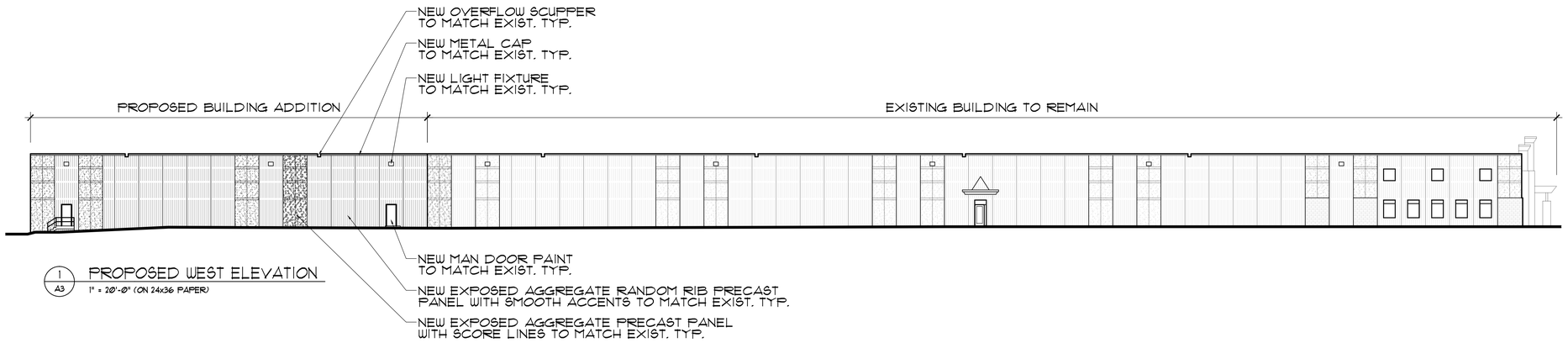
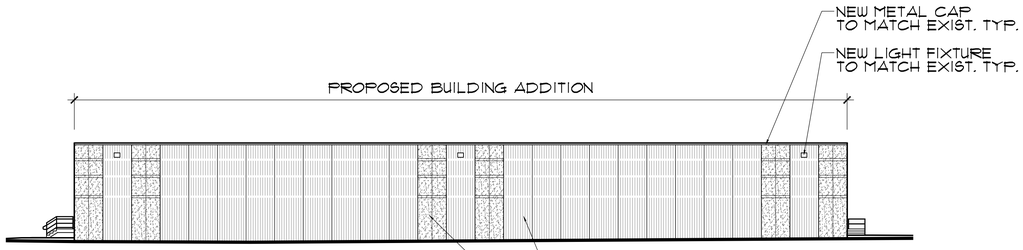


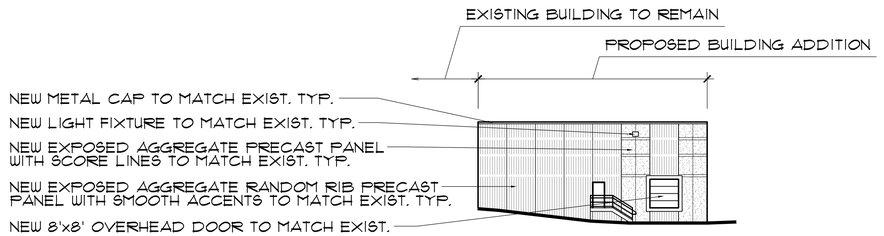
1 / A3 PROPOSED WEST ELEVATION

1" = 20'-0" (ON 24x36 PAPER)



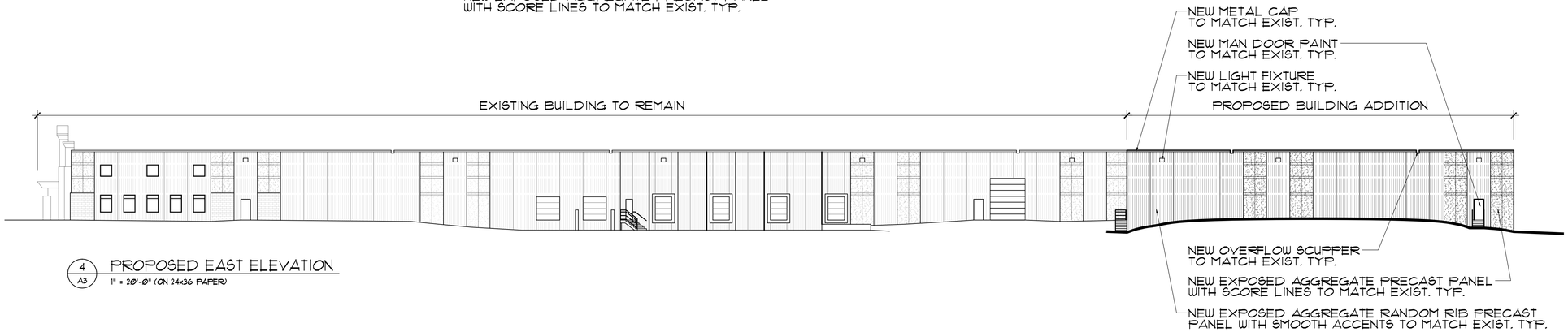
2 / A3 PROPOSED NORTH ELEVATION

1" = 20'-0" (ON 24x36 PAPER)



3 / A3 PROPOSED SOUTH ELEVATION

1" = 20'-0" (ON 24x36 PAPER)



4 / A3 PROPOSED EAST ELEVATION

1" = 20'-0" (ON 24x36 PAPER)

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PROPOSED ADDITION TO DIAMOND GRAPHICS

14350 AZURITE ST NW
RAMSEY, MN

VANGUARD CONSTRUCTION

2350 WYCLIFF STREET
ST. PAUL, MN 55114

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DATE:	JUNE 24, 2013
DRAWN BY:	JL
CHECKED BY:	RR
REVISIONS:	

PROPOSED SITE PLAN

A3

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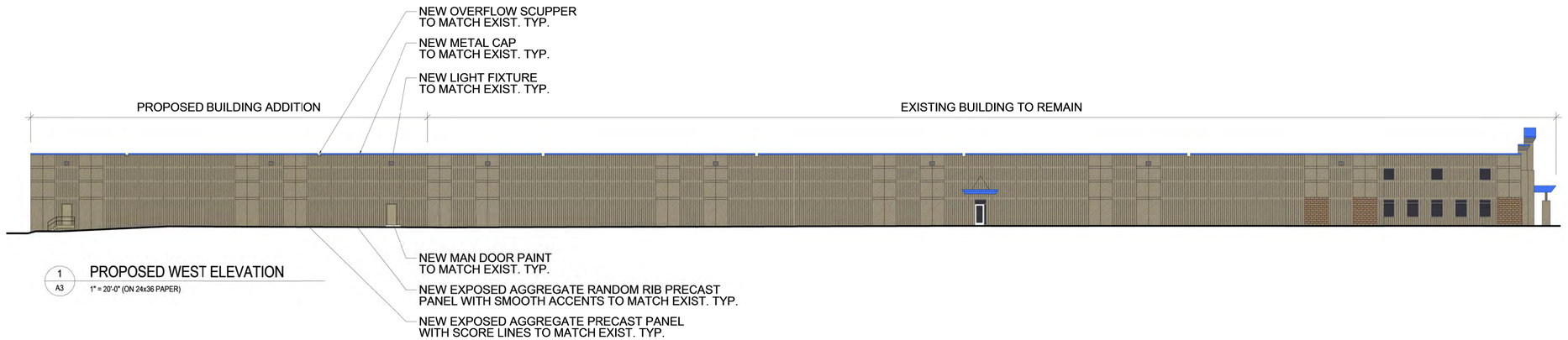
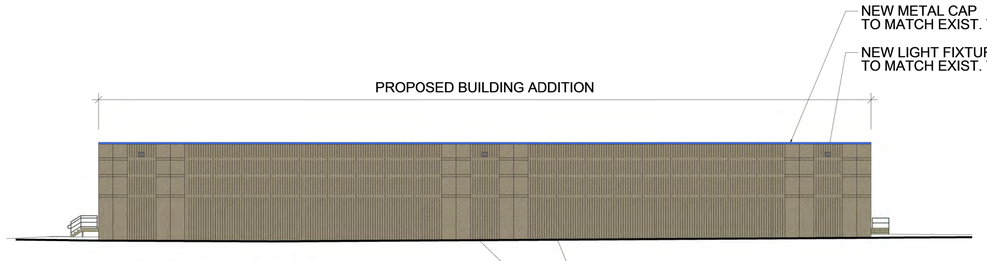


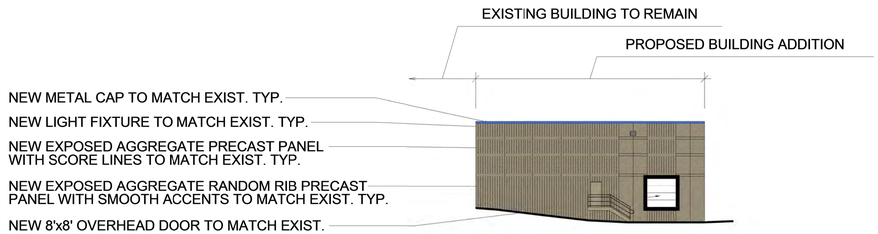
1 A3 PROPOSED WEST ELEVATION

1" = 20'-0" (ON 24x36 PAPER)



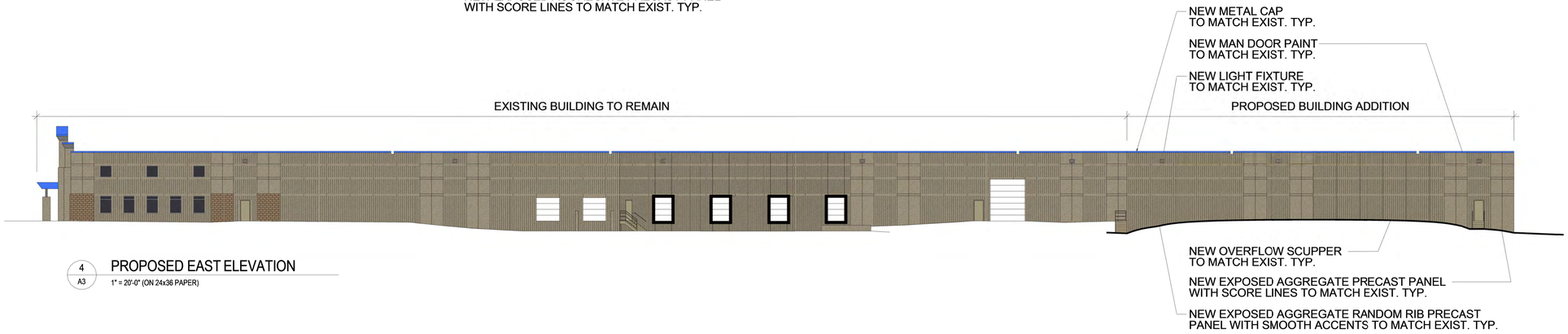
2 A3 PROPOSED NORTH ELEVATION

1" = 20'-0" (ON 24x36 PAPER)



3 A3 PROPOSED SOUTH ELEVATION

1" = 20'-0" (ON 24x36 PAPER)



4 A3 PROPOSED EAST ELEVATION

1" = 20'-0" (ON 24x36 PAPER)

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St. Paul, Minnesota 55119
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PROPOSED ADDITION TO DIAMOND GRAPHICS

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RAMSEY, MN

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ST. PAUL, MN 55114

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SIGNED: Russ Rosa

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PROJECT NUMBER: 21323
DATE: JUNE 24, 2013
DRAWN BY: JL
CHECKED BY: RR
REVISIONS:

PROPOSED COLORED ELEVATIONS

A3-C

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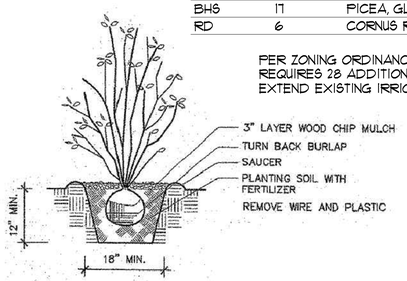
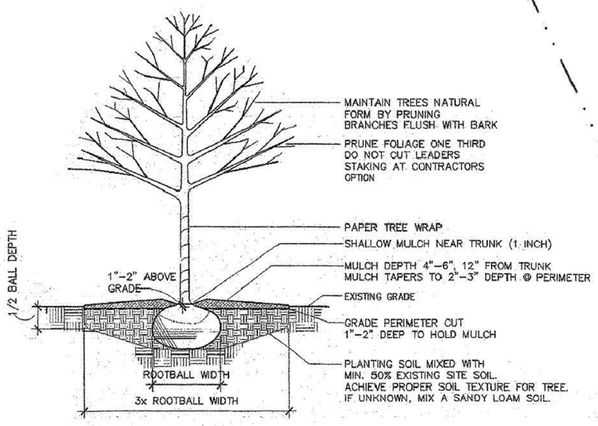
NEW PLANTINGS PLANT SCHEDULE-LANDSCAPE PLAN

CODE	QUANTITY	LATIN NAME	COMMON NAME	SIZE	ROOT
SGM	11	ACER SACCHARUM	SUGAR MAPLE	2.5"	B&B
BHS	17	PICEA, GLAUCA DENSATA	BLACK HILLS SPRUCE	6'	B&B
RD	6	CORNUS RUGOSA	ROUNDLEAF DOGWOOD	2' HIGH	CONT.

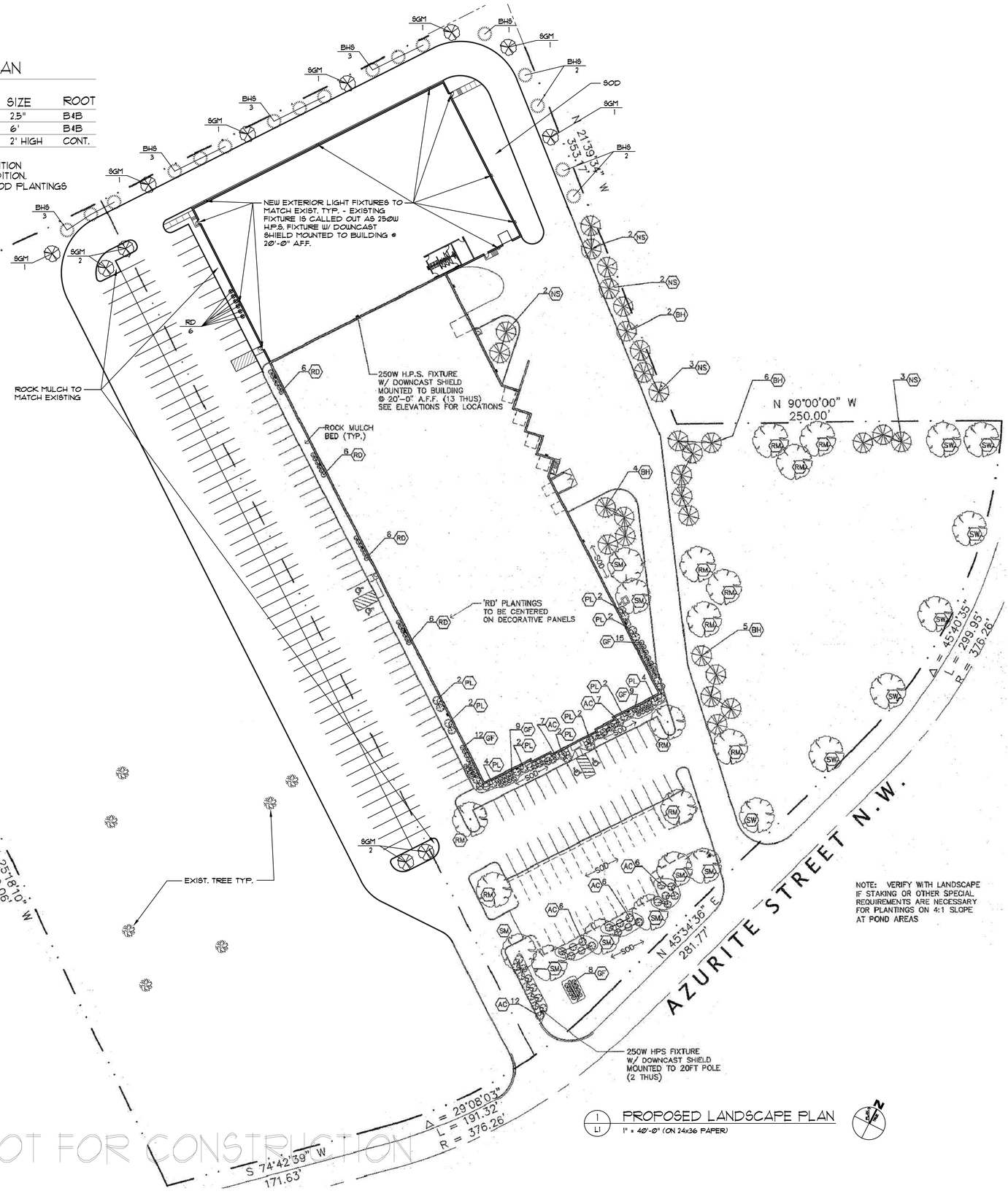
PER ZONING ORDINANCE, ONE TREE REQUIRED FOR EVERY 1000 S.F. OF ADDITION
REQUIRES 28 ADDITIONAL TREES BASED ON THE PROPOSED 28,000 S.F. ADDITION.
EXTEND EXISTING IRRIGATION SYSTEM TO COVER NEW TREES, SHURBS, AND SOD PLANTINGS



3 L1 SHRUB PLANTING DETAIL
NOT TO SCALE



2 L1 TREE PLANTING DETAIL
NOT TO SCALE



1 L1 PROPOSED LANDSCAPE PLAN
1" = 40'-0" (ON 24x36 PAPER)

EXIST. PLANTINGS PLANT SCHEDULE-LANDSCAPE PLAN

CODE	LATIN NAME	COMMON NAME
SM	ACER SACCHARUM	SUGAR MAPLE
RE	QUERCUS BICOLOR	SWAMP WHITE OAK
RM	ACER RUBRUM	RED MAPLE
BH	PICEA, GLAUCA DENSATA	BLACK HILLS SPRUCE
NS	PICEA ABIES	NORWAY SPRUCE
CF	SPIRACA JAPONICA 'GOLDFLAME'	GOLDFLAME SPIREA
RD	CORNUS RUGOSA	ROUNDLEAF DOGWOOD
PL	PRUNUS x CISTENA	PURPLE LEAF SAND CHERRY
AC	RIBES ACPINUM	ALPINE CURRANT

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Rosa Architectural Group Inc.

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St. Paul, Minnesota 55119
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fax: 651-739-3165

PROPOSED ADDITION TO DIAMOND GRAPHICS

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RAMSEY, MN

VANGUARD CONSTRUCTION

2350 WYCLIFF STREET
ST. PAUL, MN 55114

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PROJECT NUMBER:	21323
DATE:	JUNE 24, 2013
DRAWN BY:	JL
CHECKED BY:	RR
REVISIONS:	

PROPOSED LANDSCAPE & SITE LIGHTING PLAN

L1

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NEW PLANTINGS PLANT SCHEDULE-LANDSCAPE PLAN

CODE	QUANTITY	LATIN NAME	COMMON NAME	SIZE	ROOT
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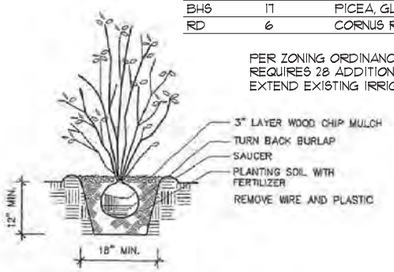
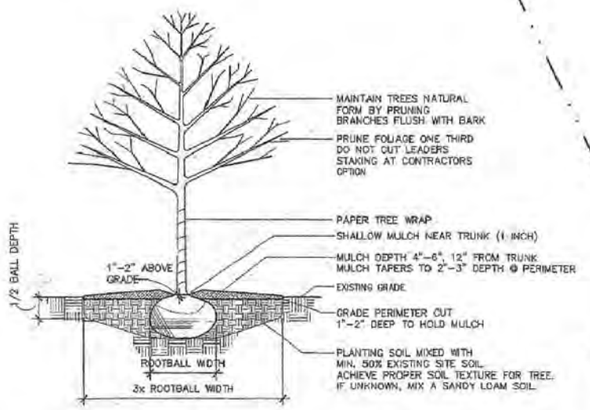
BHS	17	PICEA, GLAUCA DENSATA	BLACK HILLS SPRUCE	6'	B&B
RD	6	CORNUS RUGOSA	ROUNDLEAF DOGWOOD	2' HIGH	CONT.

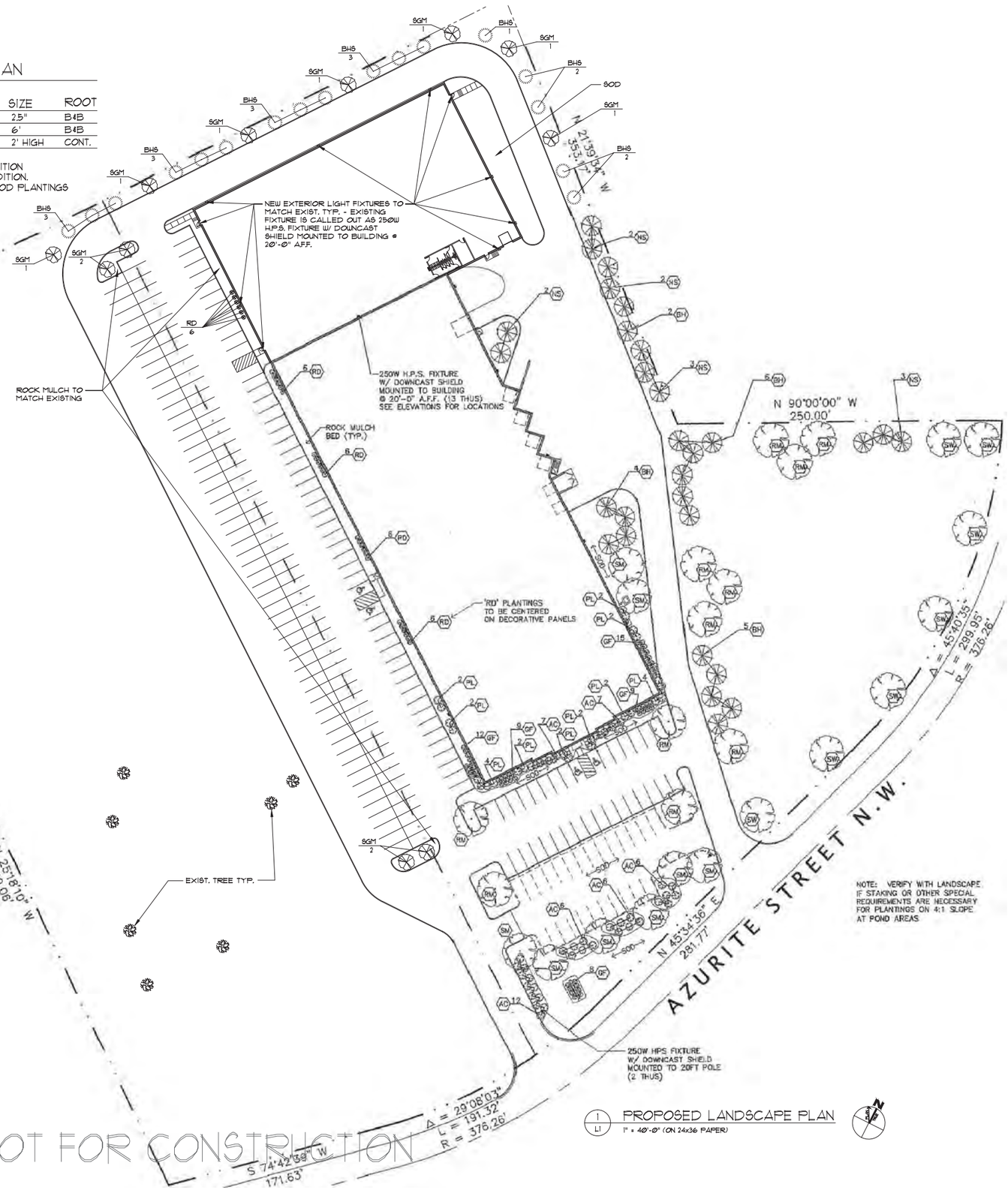
PER ZONING ORDINANCE, ONE TREE REQUIRED FOR EVERY 1000 S.F. OF ADDITION
REQUIRES 28 ADDITIONAL TREES BASED ON THE PROPOSED 28,000 S.F. ADDITION.
EXTEND EXISTING IRRIGATION SYSTEM TO COVER NEW TREES, SHURBS, AND SOD PLANTINGS



3 / L1 SHRUB PLANTING DETAIL
NOT TO SCALE



2 / L1 TREE PLANTING DETAIL
NOT TO SCALE



1 / L1 PROPOSED LANDSCAPE PLAN
1" = 40'-0" (ON 24x36 PAPER)

EXIST. PLANTINGS PLANT SCHEDULE-LANDSCAPE PLAN

CODE	LATIN NAME	COMMON NAME
SM	ACER SACCHARUM	SUGAR MAPLE
RE	QUERCUS BICOLOR	SWAMP WHITE OAK
RM	ACER RUBRUM	RED MAPLE
BH	PICEA, GLAUCA DENSATA	BLACK HILLS SPRUCE
NS	PICEA ABIES	NORWAY SPRUCE
CF	SPIRACA JAPONICA 'GOLDFLAME'	GOLDFLAME SPIREA
RD	CORNUS RUGOSA	ROUNDLEAF DOGWOOD
PL	PRUNUS x CISTENA	PURPLE LEAF SAND CHERRY
AC	RIBES ACPINUM	ALPINE CURRANT

CITY SUBMITTAL SET ONLY - NOT FOR CONSTRUCTION

Rosa Architectural Group Inc.

1084 Sterling Street
St. Paul, Minnesota 55119
tel: 651-739-7988
fax: 651-739-3165

PROPOSED ADDITION TO DIAMOND GRAPHICS

14350 AZURITE ST NW
RAMSEY, MN

VANGUARD CONSTRUCTION

2350 WYCLIFF STREET
ST. PAUL, MN 55114

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: _____

SIGNED: _____

DATE: _____ REG. NO. _____

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.

PRINT NAME: RUSS ROSA

SIGNED: Russ Rosa

DATE: 6/24/13 REG. NO. 18039

PROJECT NUMBER: 21323
DATE: JUNE 24, 2013
DRAWN BY: JL
CHECKED BY: RR
REVISIONS:

PROPOSED LANDSCAPE & SITE LIGHTING PLAN

L1

© COPYRIGHT 2013 ROSA ARCHITECTURAL GROUP

Mayor Strommen appreciated Commissioner Brauer's concerns. She explained the Council was working to engage the public more in reaching the City's mission and vision. She wanted to see the Council held accountable if the new goals and objectives were not being achieved.

Commissioner Nosan stated she was thrilled after reading the strategic plan and thanked the Mayor for her attendance this evening.

Chairperson Levine encouraged the Council and entire City staff to continue working to improve the Ramsey. He was pleased that the strategic plan had the City moving in the right direction.

Mayor Strommen encouraged the Commissioners to contact her at any time with additional feedback.

5.02: Consider Site Plan for Building Expansion at 14350 Azurite Street NW; Case of Diamond Graphics, Inc.

Presentation

Development Services Manager Gladhill presented the staff report stating Diamond Graphics located at 14350 Azurite Street NW was requesting Site Plan Approval for a 28,034 square foot building addition to expand their manufacturing facility. A site plan review and approval by the Planning Commission and City Council was required for commercial and industrial developments and expansions. Staff reviewed the site plan in detail with the Commission and recommended approval.

Commission Business

Don Patterson, Diamond Graphics, provided a history of his business stating the growth in his business was requiring him to further expand his facility. He explained Diamond Graphics was thriving in the City of Ramsey. He thanked staff for providing a thorough report this evening and requested the Commission approve the proposed site plan for a building expansion.

Commissioner Bauer requested further information on the proposed parking and asked if the additional asphalt surfaces were necessary.

Mr. Patterson stated he currently has 105 full time employees working over three shifts. He noted the additional parking would greatly assist his employees during shift changes. He anticipated that another 20 employees would be hired after the expansion was completed. Mr. Patterson explained temporary staffing was brought in during November and December, which also required additional parking. He then discussed an additional expansion (Phase III) planned for the facility in five years.

DRAFT

Jeff Benedict, Vanguard Construction, stated the future expansion at Diamond Graphics could be a separate building. This was an unknown and time would tell how the needs of the company would evolve.

Motion by Commissioner Bauer, seconded by Commissioner Nosan, to recommend that City Council approve the Site Plan submittal contingent upon compliance with the City Staff Review Letter dated July 12, 2013, directing Staff to work with the applicant on tree placement.

Further discussion

Commissioner VanScoy commented if Phase III was not completed, the facility may not have adequate landscaping.

Commissioner Brauer indicated if the motion would require the applicant to work with Staff on the tree placement to assure all planting requirements were met.

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

5.03: Consider Sketch Plan Review of Oakwood Acres Located Along 167th Avenue, West of Nowthen Boulevard; Case of Oakwood Land Development

Presentation

Development Services Manager Gladhill presented the staff report asking the Commission to review a sketch plan of Oakwood Acres located along 167th Avenue west of Nowthen Boulevard for Oakwood Land Development. He explained the submitted subdivision proposed to plat approximately 1.1 acres to create three (3) buildable single-family lots. He requested the Commission review the plans and provide Staff comment on how to proceed.

Commission Business

Commissioner Bauer requested further information on the 167th Avenue road realignment.

Development Services Manager Gladhill explained the realignment was done to create more cohesion in the community while strengthening the east-west road connections after the Brookfield neighborhood was completed.

Commissioner Nosan asked how the lots sizes compared to the neighborhood.

Development Services Manager Gladhill indicated the proposed lots were slightly smaller than the neighboring lots on 167th Avenue.

DRAFT

August 7, 2013

Diamond Team Properties LLC
Attn: Don Patterson
14350 Azurite St NW
Ramsey, MN 55303

Re: Site Plan Review—Diamond Graphics Inc.

Dear Mr. Patterson:

The City of Ramsey has received your application for Site Plan Review to construct a 28,000 square foot addition to an existing building located at 14350 Azurite St NW. The Planning Commission has recommended approval of the Site Plan contingent upon the following:

- Required amendments as outlined in the attached Staff Report dated July 12, 2013, revised August 7, 2013.
- Execution of a Development Permit (draft included)

Please note: this is only a recommendation that is subject to final decision by the City Council. A copy of the Staff Report and draft Development Permit are attached for your review. The Planning Commission will review the request on **Tuesday, August 13, 2013, 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 Site Plan request will need to be reviewed for a final decision by the City Council.

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: Hakanson Anderson, Attn: Tim Eggerichs, 3601 Thurston Ave, Anoka, MN 55303
Rosa Architectural Group Inc., Attn: Russ Rosa, 1084 Sterling St, St. Paul, MN 55119

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	7-12-13 REVISED 8-7-13	**PROJECT ADDRESS**	14350 AZURITE STREET NW
PROJECT. TITLE	DIAMOND GRAPHICS- SITE PLAN FOR BUILDING ADDITION		
ESCROW #	113681		
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 Site Plan approval.

General: The request is for a Site Plan Review for a 28,034 square foot building addition to expand the existing manufacturing facility. A site plan review and approval by the Planning Commission and City Council is required for commercial and industrial developments and expansions. The property is located at 14350 Azurite Street NW.

Zoning: The subject property is located in the E-1, Employment District. The intent of this district is to accommodate general industrial activities. The E-1 District allows manufacturing uses as a permitted use.

Site Plan: The project proposes a 28,034 square foot expansion to the north side of the building. The building addition will accommodate expansion of the existing manufacturing uses. Access to the site will be unchanged. Existing loading docks will remain. A bituminous drive will be extended around the proposed building and parking lot expansion on the west side of the addition. Full drive circulation will be provided around the building and its expansion.

The site meets the E-1 standards for lot size and lot width. The building addition meets all required building and parking setback requirements.

The proposed building area coverage is 17.93% of the total site, while the total impervious surface is 41.84% of the site which is below the 45% maximum lot coverage allowed.

Parking: Required parking is based on the proposed use. The expansion includes 28,034 square feet of additional warehouse space. The zoning ordinance requires one space for each 1,000 square feet of industrial space, or twenty-eight (28) additional parking spaces. The site has seventy-three (73) existing parking stalls along the south and west sides of the building. The Applicant also states that there are currently 75 employees. The site plan shows two (2) additional rows of parking along the west property line for an additional 124 parking spaces, where only twenty-eight (28) are required. The assumption is that the additional parking spaces will be used to meet in whole or in part the future parking needs for a user on the adjacent parcel. *A cross-access easement or other legal, recordable document memorializing*

the shared parking and access arrangement must be executed and recorded against both 14350 Azurite St NW and the adjacent vacant parcel to the west that will be partially encumbered by the new parking area.

No additional loading bays are proposed.

Landscaping: A minimum of one (1) tree per 1,000 square feet of additional building area is required as well as one (1) tree per every ten (10) new parking stalls, resulting in the need for forty (40) additional trees (twenty-eight [28] for the building addition and twelve [12] for the additional parking spaces). The revised landscape plan meets the requirements of the E-1 district.

Lighting: Proposed lighting consists of ten new building mounted light fixtures that are to be downcast.

Building Elevations: The proposed elevations for the addition are intended to match the existing building. The new elevations will extend the same aggregate random rib pre-cast panel system with smooth accents to match the existing elevations. As the addition will contain mainly manufacturing space, only services doors and an overhead door on the south elevation of the additional are proposed. The existing panel system with score lines will continue on all four elevations of the addition. The score lines will serve as visual breaks in the otherwise flat wall line. The addition meets architectural standards of the E-1 district.

CITY OF RAMSEY SITE PLAN APPLICATION
TECHNICAL REVIEW FILE

DATE	7/10/13	**PROJECT ADDRESS**	14350 AZURITE ST NW
PROJECT. TITLE	DIAMOND GRAPHICS		
ESCROW #	113681		
DEPARTMENT:	Engineering		
TECHNICAL REVIEWER:	Name: Leonard Linton Phone: 763 433-9834 Email: llinton@ci.ramsey.mn.us		

We offer the following comments regarding your site plan application: We reviewed plans consisting of sheets 1 – 4 titled "Construction Plans for Aggregate Base, Bituminous Pavement, Curb & Gutter, Grading, Storm Sewer and Miscellaneous Construction for Vanguard Construction" (Civil Plans) prepared by Hakanson Anderson dated June 21, 2013, revised June 27, 2013. We also reviewed plans consisting of sheets A1, A2, A3, A3-C and L1 titled "Proposed Addition to Diamond Graphics" (Architectural Plans) prepared by Rosa Architectural Group, Inc. dated June 24, 2013.

Civil Plans

Sheet 2 – Replace Silt Fence Detail and Concrete Valley Gutter Details with City Standard Details. Revise wording of Erosion Control Note 5 to indicate observations are recorded in the inspection log.
Add note: "All disturbed areas must be restored with 4" of Premium Topsoil and Sod."

Sheet 4 – Consider adding manhole between CBMH 2 and CBMH 4 in order to move storm sewer line away from building footing.
The detail sheet shows heavy duty and light duty pavement sections, the areas to receive each type of pavement are not specified on the plan sheet.

This project will disturb more than one (1) acre. A Lower Rum River Water Management Organization permit will be required. Their rules require infiltration of the first one (1) inch of runoff from all new impervious surfaces. The storm sewer system may require modification in order to comply with the new requirements. Please submit a copy of the storm water calculations to the City.

Architectural Plans

Sheet A1 – Please label the inside radius of the bituminous drive. The minimum inside radius for fire apparatus access is 30 ft.

DIAMOND TEAM 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 **DIAMOND TEAM PROPERTIES LLC,** a Limited Liability Company (Domestic) under the laws of the State of Minnesota, whose address is 6417 Goodrich Ave, St. Louis Park, MN 55426 (the **"PERMITTEE"**).

WITNESSETH:

WHEREAS, the **PERMITTEE** is the fee owner of the property generally known as 14350 Azurite Street NW, Ramsey, MN 55303, and legally described as follows:

Lot 2 Block 1 Sunfish Lake Business Park 4th Addition

(the "**Subject Property**"); and

WHEREAS, on August 13, 2013 the **CITY** approved the final site plan for Diamond Team 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 June 21, 2013 revised July 24, 2013 and by Rosa Architectural Group, Inc., dated June 24, 2013, revised July 24, 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 June 21, 2013 revised July 24, 2013 and architectural elevations prepared by Rosa Architectural Group Inc. dated June 24, 2013, revised July 24, 2013, and approved by the City Council on August 13, 2013 contingent upon compliance with the Staff Report dated July 12, 2013 and revised on August 7, 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 June 21, 2013, revised July 24, 2013.
   b. Continuous, B6/12 concrete curbing and gutter around the perimeter of all bituminous/concrete surfaces.
   c. Installation of Landscaping in accordance with the Landscape Plan prepared by Rosa Architectural Group Inc., dated June 24, 2013, revised July 24, 2013.
   d. Establishment of turf in areas disturbed during construction and in accordance with the Site Plan.
   e. Installation of storm sewer and appurtenances per City standards.
   f. Installation and removal of temporary erosion control measures.
   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 July 12, 2013, revised August 7, 2013.

8. **Required Improvements Completion Date**. The Required Improvements shall be completed on or before August 13, 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 an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of Four Hundred Fifty Five Thousand Six Hundred Thirty Two Dollars and No Cents. (**$455,632.00**), 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 and written acceptance by the **CITY**, 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 City Staff. 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 Fifteen Thousand One Hundred Eighty Eight Dollars and No Cents (**$15,188.00**) (5% x $303,755.00). 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.** 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**; and (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.

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 an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of Three Thousand Seven Hundred Thirty Five Dollars and No Cents (**3,735.00)** [# plantings (40 trees and 6 shrubs) x cost/planting ($300/tree and $75/shrub) 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** written acceptance of said plantings as part of the Required Improvements.

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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 phrase 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

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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.

DIAMOND TEAM 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 Diamond Team 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:
Ratwik, Roszak & Maloney
730 Second Ave. S. Suite 300
Minneapolis, MN 55402

DRAFT

CC Regular Session **4. 12.**

Meeting Date: 08/13/2013

By: Chris Anderson, Community Development

Information

Title:

Consider Request for an Amended Conditional Use Permit for an Expansion of a Religious Institution at 6341 167th Avenue NW; Case of Pathways Community Church

Background:

Pathways Community Church has applied for a conditional use permit to expand their facility with the addition of a 1,344 square foot accessory building at the property located at 6341 167th Ave NW (the "Subject Property"). In the R-1 Residential zoning district, religious institutions are permitted with the issuance of a conditional use permit. In 1983, a conditional use permit was granted for the establishment of a church on the Subject Property. In 1995, a conditional use permit was issued for an expansion of the facility.

Notification:

Staff attempted to notify all Property Owners within 350 feet of the Public Hearing. A Public Notice was also advertised in the Official City Newsletter.

Observations:

The Subject Property is approximately 11.6 acres in size and is zoned R-1 Residential (Rural Developing). Pathways Community Church is seeking approval to construct a 1,344 square foot accessory building for additional storage space. The proposed building would be located north of the existing parking lot and west of the principal building. A small detached accessory building (12' x 16') had been in this general vicinity but has been removed to accommodate the location of the new accessory building. Aside from a parsonage (approved by conditional use permit in 1992) and the church, there are no other buildings on the Subject Property.

The accessory building will be connected to the principal building via an enclosed walkway. Therefore, the wall area of the principal building will need to be slightly modified at this connection point to comply with Building Code requirements (will be addressed through the Building Permit process). The exterior of the accessory building will have horizontal hardboard lap siding painted to blend with the principal building. Additionally, the accessory building will include soffit, fascia, and eave overhangs to match the principal building.

The overhead door will face west, toward the driveway leading to the parsonage in the rear of the property. There will be a driveway extension that connects the accessory building to the existing driveway.

The proposed expansion is for storage space only and therefore does not require any additional parking spaces.

The Planning Commission conducted a Public Hearing at their August 1, 2013 regular meeting and there were no written or verbal comments received.

Alternatives:

Option 1: Approve the request for an amended conditional use permit. Staff supports this option as the addition of an accessory building complies with all required setbacks as well as the accessory building standards (square footage allowed, number of buildings, exterior finish, height) within City Code.

Option 2: Deny the request. There does not appear to be any reason not to support this request.

Recommendation:

The Planning Commission recommends approval of the request for an amended conditional use permit contingent upon compliance with the Staff Report dated July 26, 2013.

Funding Source:

All costs associated with this request are the responsibility of the Applicant.

Council Action:

Motion to adopt Resolution #13-08-127 adopting Findings of Fact #0916 relating to the applicant's request for an amended conditional use permit;

-and-

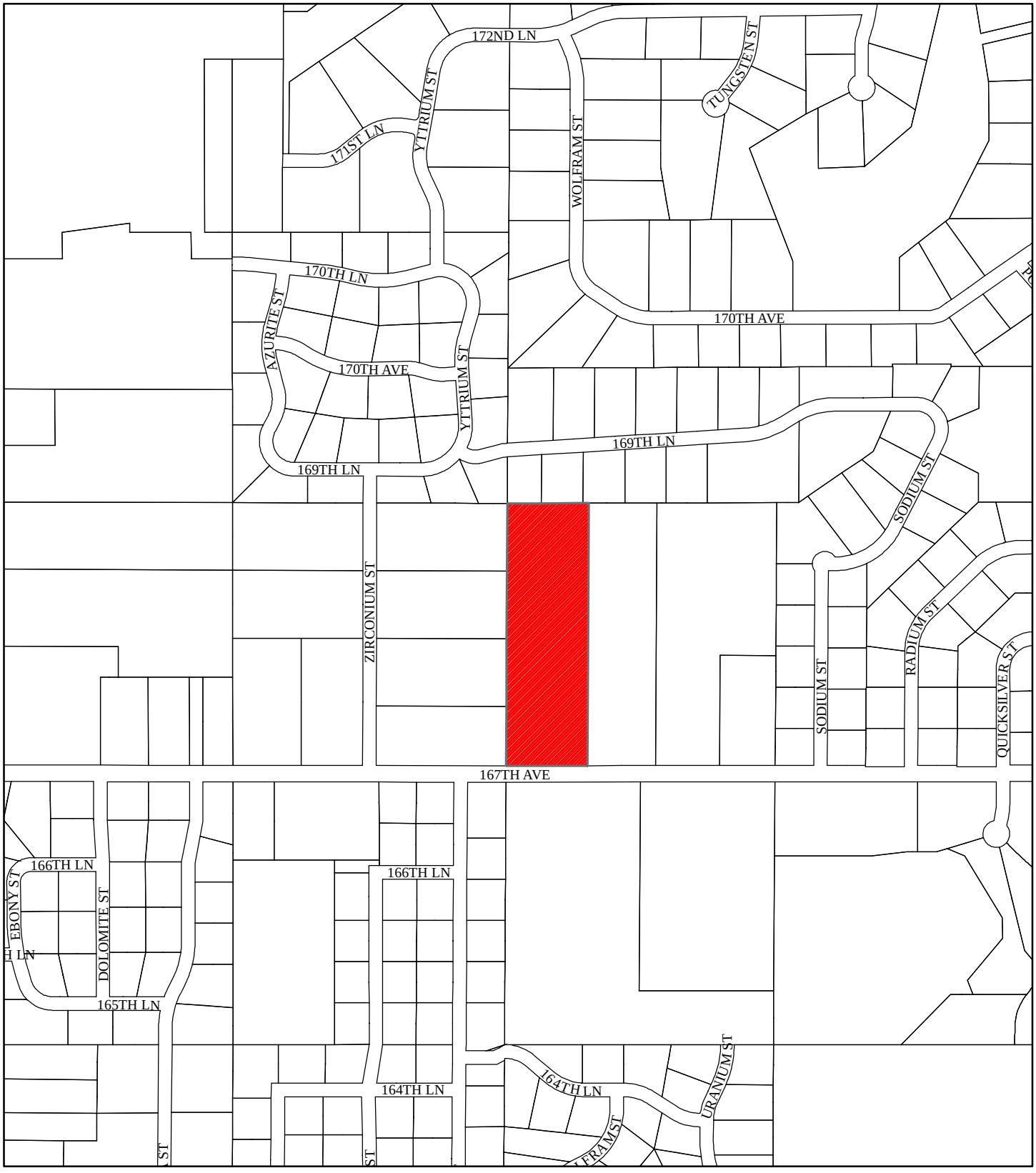
Motion to adopt Resolution #13-08-128 approving an amended conditional use permit for an expansion of a religious institution based on Findings of Fact #0916 and contingent upon compliance with the Staff Report dated July 26, 2013.

Attachments

Site Location Map
Site Plan
Building Elevation
Staff Report Dated July 26, 2013
Draft Planning Commission Meeting Minutes Dated August 1, 2013
Proposed Findings of Fact
Proposed Conditional Use Permit

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/07/2013 10:48 AM
Kurt Ulrich	Jo Thieling	08/07/2013 11:40 AM
Diana Lund	Diana Lund	08/07/2013 11:43 AM
Form Started By: Chris Anderson		Started On: 08/05/2013 05:22 PM
Final Approval Date: 08/07/2013		



City of RAMSEY

Pathways Community Church
6341 167th Avenue NW

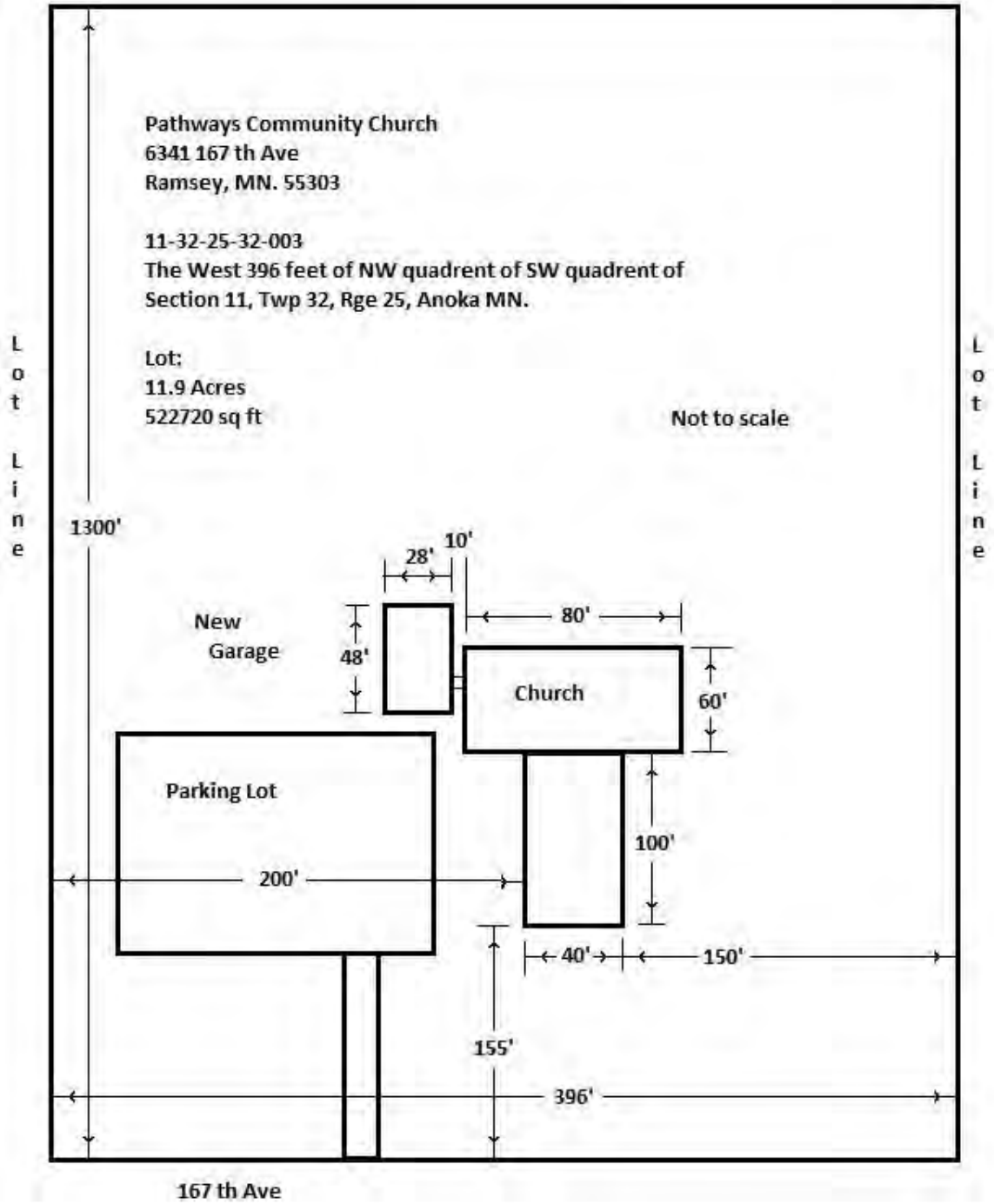
Legend

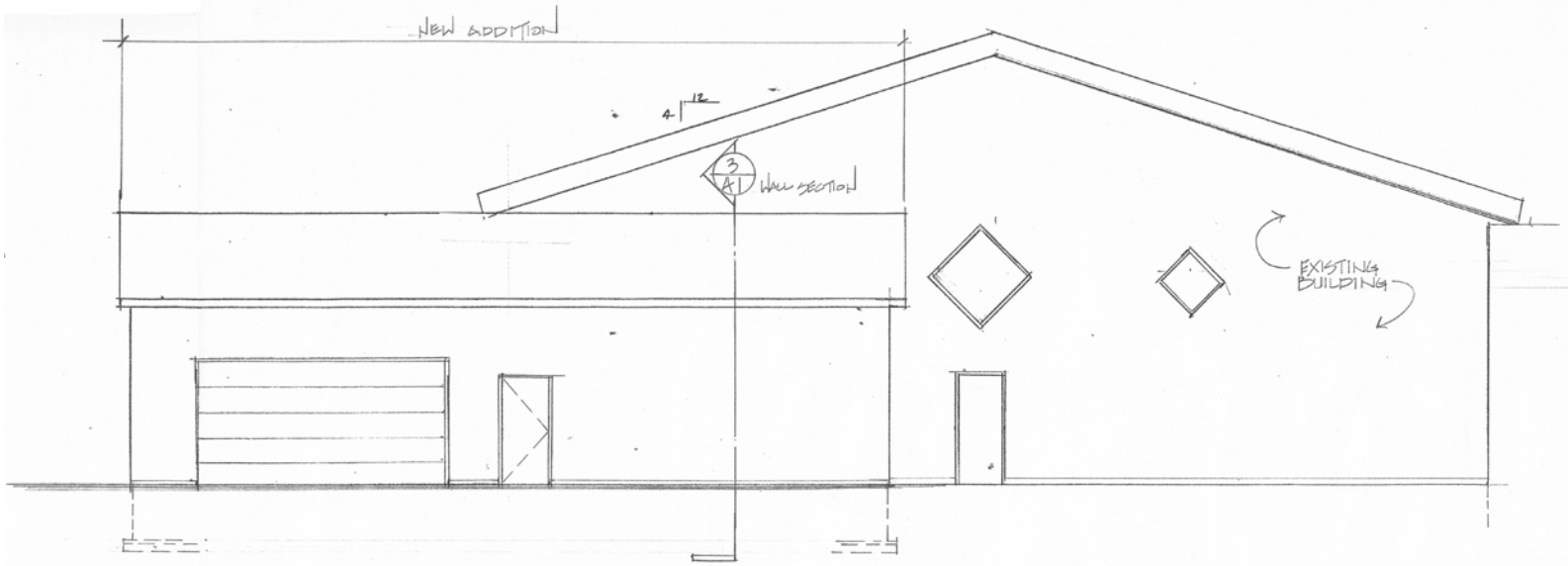
Site

Parcels

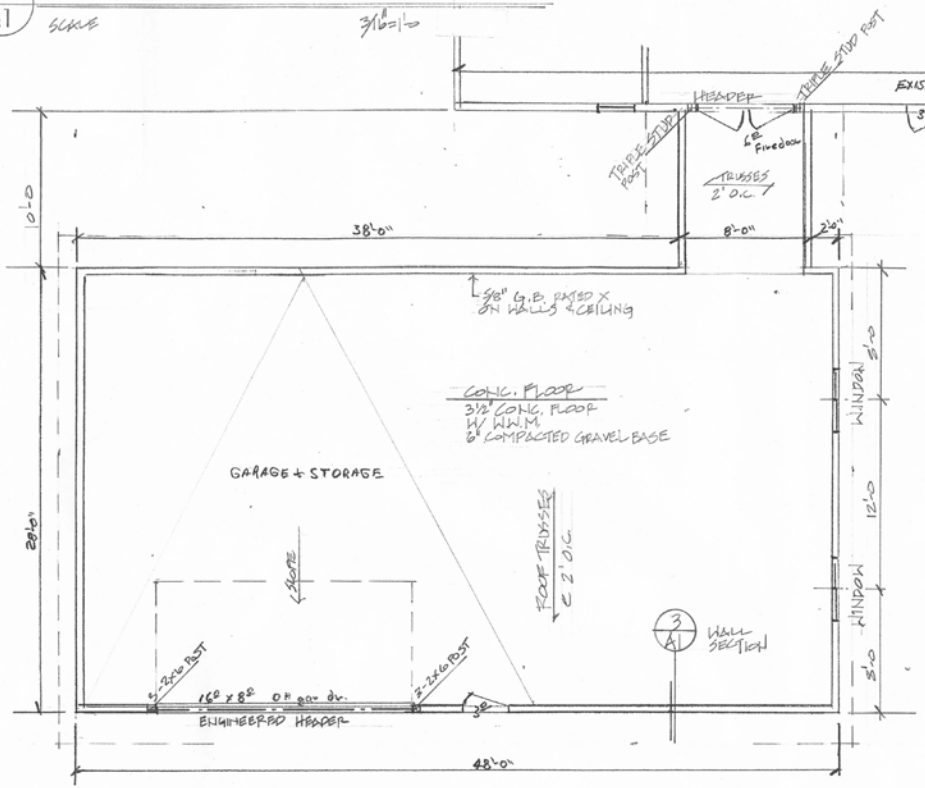
N

0 850 1,700 Feet

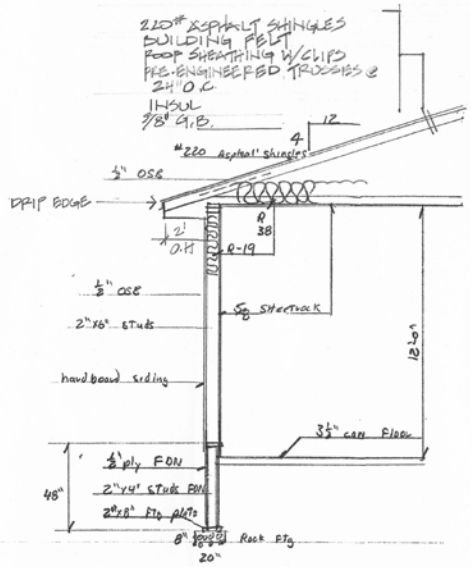

Pathways Community Church
6341 167 th Ave
Ramsey, MN. 55303
11-32-25-32-003
The West 396 feet of NW quadrent of SW quadrent of
Section 11, Twp 32, Rge 25, Anoka MN.
Lot:
11.9 Acres
522720 sq ft
Not to scale
Lot Line
Lot Line
1300'
28'
10'
80'
New Garage
48'
Church
60'
Parking Lot
100'
200'
40'
150'
155'
396'
167 th Ave



-1 A1 WEST ELEVATION
SCALE 3/16"=1'-0



2 A1 FLOOR PLAN
SC 3/16"=1'-0



*FOOTINGS TO BE MIN. 42" BELOW GRADE

3 A1 WALL SECTION
SC 1/4"=1'-0

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	JULY 26, 2013	**PROJECT ADDRESS**	6341 167TH AVE NW
PROJECT. TITLE	PATHWAYS COMMUNITY CHURCH CUP		
ESCROW #	113724		
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 constructing an accessory building attached to the principal building via an enclosed walkway. Religious institutions are a conditional use in the R-1 Residential zoning district and expansion of conditional uses requires an amended conditional use permit. The proposed accessory building will be used for storage purposes, will be 1,344 square feet in size, and includes one (1) overhead door. The property is about 11.6 acres in size and is zoned R-1 Residential (Rural Developing).

Accessory Building Size: Properties that are at least ten (10) acres but less than twenty (20) acres are eligible for up to 6,000 square feet of accessory building space. The proposed accessory building will be 1,344 square feet, well below the allowable square footage.

Accessory Building Height: Attached accessory buildings shall not exceed the height of the principal structure. The proposed accessory building will have twelve (12) foot tall sidewalls and will not exceed the height of the principal (church) building.

Number of Accessory Buildings: On properties at least ten (10) acres but less than twenty (20) acres, a maximum of six (6) accessory buildings are permitted. There had been a small (12' x 16') shed on the property that has been or is in the process of being removed. The only other buildings on the property are the church and the parsonage (approved by conditional use permit in 1992). There are no other accessory buildings on the property.

Setbacks: The proposed accessory building appears to comply with all required setbacks.

Architectural and Exterior Finish Requirements: The proposed accessory building will have hardboard lap siding painted to blend with the principal building and asphalt shingles, both of which are acceptable. The proposed building includes soffit, fascia and eave overhangs to match the principal building as well.

Driveway Requirement: A driveway is required for all doorway openings that are eight (8) feet wide by seven (7) feet tall or greater. The overhead doorway opening exceeds that size threshold and thus, should have a drive-lane leading to it. A drive-lane can be extended from the existing driveway to the proposed accessory building. *Please verify with City Staff what the driveway/drive-lane details are to ensure compliance with City Code.*

Building Permit: Prior to commencement of construction, a building permit must be secured. Where the enclosed walkway connects with the principal building, certain fire safety modifications will be necessary. Please coordinate these details with the Building Division as part of the building permit review process.

Motion by Commissioner Bauer, seconded by Commissioner Maul, to approve the following minutes as presented: Planning Commission Meeting Minutes dated July 18, 2013.

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

5. PUBLIC HEARINGS/COMMISSION BUSINESS

5.01: Postponed: Review Sketch Plan of Alpine Woods Third Addition; Case of Oakwood Land Development

Presentation

Development Services Manager Gladhill presented the staff report stating this item would be postponed until September. He explained the proposed plat requests converting an existing outlot to a buildable lot with no adjustment to existing property lines or the creation of additional lots. The parcel is currently encumbered by an easement and constructed cul-de-sac. Staff requested the item be postponed in order to better review an acceptable alternative for the termination point of Uranium Street.

5.02: Public Hearing: Consider Request for an Amended Conditional Use Permit for an Expansion of a Religious Institution at 6341 167th Avenue NW; Case of Pathways Community Church

Public Hearing

Chairperson Levine called the public hearing to order at 7:03 p.m.

Presentation

Associate Planner/Environmental Coordinator Anderson presented the staff report stating Pathways Community Church has applied for a conditional use permit to expand their facility with the addition of a 1,344 square foot accessory building for storage space at the property located at 6341 167th Avenue NW. He indicated the subject property was approximately 11.6 acres in size and was zoned R-1 Residential.

Associate Planner/Environmental Coordinator Anderson reviewed the plans in further detail with the Commission and recommended approval of the Findings of Fact and the amended conditional use permit.

Citizen Input

Sharon Compton, 11356 Flintwood Street NW in Coon Rapids, with Pathways Community Church thanked the Commission for considering their request this evening. She indicated the accessory building would assist in storing tables, chairs, outdoor equipment and mowers.

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 Nosan. Voting No: None. Absent: None.

Chairperson Levine closed the public hearing closed at 7:09 p.m.

Commission Business

Motion by Commissioner Bauer, seconded by Commissioner Maul, to recommend that City Council adopt Resolution #13-08-127 adopting Findings of Fact #0916 relating to the applicant's request for an amended conditional use permit

Further discussion

Commissioner Field questioned if the existing shed would be removed.

Associate Planner/Environmental Coordinator Anderson stated the 12' x 16' existing shed would be removed to make room for the new accessory building.

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

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to recommend that City Council adopt Resolution #13-08-128 approving an amended conditional use permit for an expansion of a religious institution based on Findings of Fact #0916 and contingent upon compliance with the Staff Report dated July 26, 2013.

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

5.03: Public Hearing: Consider Ordinance #13-16 Amending City Code Relating to Surfacing Requirements in the Official Map Overlay District and Other Highway 10 Improvement Impact Areas

Public Hearing

Chairperson Levine called the public hearing to order at 7:13 p.m.

Presentation

Development Services Manager Gladhill presented the staff report stating on July 9, 2013 the Council directed staff to review performance standards along Highway 10, specifically in the

Councilmember _____ moved for the adoption of the following resolution:

RESOLUTION #13-08-127

A RESOLUTION ADOPTING FINDINGS OF FACT #0916 RELATING TO A REQUEST FOR AN AMENDED CONDITIONAL USE PERMIT TO EXPAND A CHURCH OPERATION IN THE R-1 RESIDENTIAL ZONING DISTRICT

WHEREAS, Pathways Community Church, hereinafter referred to as "Applicant", has properly applied for an amended Conditional Use Permit to expand their church facility by adding a 1,344 square foot accessory building on the property generally known as 6341 167th Avenue NW and legally described as:

> The west 396 feet of the Northwest Quarter of the Southwest Quarter of Section 11, Township 32, Range 25, Anoka County, Minnesota, except road subject to easement of record.
>
> (the "Subject Property").

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, to accept Findings of Fact as follows:

1. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 117-51 (Conditional Use Permits) of the Ramsey City Code on August 1, 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 located in the R-1 Residential (Rural Developing) zoning district.

3. That the surrounding parcels are also zoned R-1 Residential (Rural Developing).

4. That the Subject Property approximately 11.6 acres in size.

5. That religious institutions are permitted in the R-1 Residential (Rural Developing) zoning district with a conditional use permit.

6. That a conditional use permit for the construction of the church was originally approved by the City of Ramsey (the “City”) in 1983.

7. That another conditional use permit for a second principal building to be used as a parsonage was approved by the City in 1992.

8. That in 1996, the City approved another conditional use permit for an expansion of the church building.

9. That expansion of a conditional use requires an amended conditional use permit.

10. That the Applicant is proposing to construct a 1,344 square foot attached accessory building along the west wall of the church for storage purposes.

11. That the Applicant will be removing an existing 192 square foot detached accessory building to accommodate the placement of the new attached accessory building.

12. That on parcels ten (10) acres or greater in size but less than twenty (20) acres, up to 6,000 square feet of accessory building space is allowable.

13. That the Subject Property will remain in compliance with regard to allowable accessory building square footage as well as the allowable number of accessory buildings.

14. That the exterior finish of the proposed accessory building will consist of hardboard siding painted to match that of the existing church and the accessory building will also include soffit, fascia and eave overhangs that match the church.

15. That the church expansion will not be unduly dangerous or detrimental to persons residing or working in the vicinity of the use, or to the public welfare.

16. That the church expansion will not substantially adversely impair the use, enjoyment or market value of any of the surrounding properties.

17. That the church expansion will be maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area.

18. That the church expansion will not be hazardous to existing or future neighboring uses.

19. That the church expansion will not impact essential public facilities and services, such as highways, streets, police and fire protection.

20. That the church expansion will not create excessive additional requirements at public cost for public facilities and services and will/will not be detrimental to the economic welfare of the community.

21. That the church expansion will not involve uses, activities and equipment 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 findings of fact was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 13th day of August, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

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

RESOLUTION #13-08-128

A RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT TO EXPAND AN EXISTING RELIGIOUS INSTITUTION IN THE R-1 RESIDENTIAL DISTRICT

WHEREAS, Pathways Community Church (the "Permittee") has properly applied to the City of Ramsey (the "City") for a Conditional Use Permit (the "Permit") to expand their existing religious institution with the addition of an accessory building on the property generally known as 6341 167th Avenue NW, and legally described as:

> The west 396 feet of the Northwest Quarter of the Southwest Quarter of Section 11, Township 32, Range 25, Anoka County, Minnesota, except road subject to easement of record
>
> (the "Subject Property"); and

WHEREAS, the Planning Commission met on August 1, 2013 and conducted a public hearing and recommended City Council approve/deny the request.

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

1. That this **Permit** shall be perpetual in its duration so long as the conditions imposed herein are complied with.

2. That the permitted uses on the site shall be limited to a religious institution and its associated activities.

3. This **Permit** replaces all previous conditional use permits related to the religious institution and expansions, with the exception of Resolution #92-03-047 relating to maintaining two (2) principal buildings on the **Subject Property**.

4. The **Permittee** shall develop the **Subject Property** in accordance with the site plan attached herein as Exhibit A.

5. That the accessory building shall be constructed in accordance with MN State Building Code and construction shall not commence until the **Permittee** has properly obtained a building permit from the **City**.

6. That the accessory building shall be constructed with soffit, fascia and eave overhangs to match the church.

7. That the overhead door of the new accessory building must be serviced with an asphalt or concrete driveway extending either from the parking lot or off the existing driveway for the parsonage.

8. That the **Permittee** shall be responsible for all **City** costs incurred in administering and enforcing this **Permit**.

9. The **City** shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request. In the event the **Permittee** is determined to be in violation of any of the conditions set forth herein, the **City** shall give the **Permittee** written notice of the violation. The **Permittee** shall be given thirty (30) days to correct the violation and submit a written response to the notice.

10. That this **Permit** shall automatically expire if the building permit for the new accessory building is not applied for by August 13, 2014.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council, this the 13th day of August, 2013.

Property Owner

North Central District of the Christian and Missionary Alliance 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:_____

Permittee

Pathways Community Church 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 _____)

The foregoing was acknowledged before me this _____ day of _____, ____by _____ the _____of North Central District of the Christian and Missionary Alliance, a Minnesota Non-profit Corporation (Domestic), on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, ____by _____ the _____ Pathways Community Church, a Minnesota Non-profit Corporation (Domestic), on behalf of the corporation.

_____
Notary Public

CITY OF RAMSEY:

By: _____ By: _____
As: Mayor As: City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

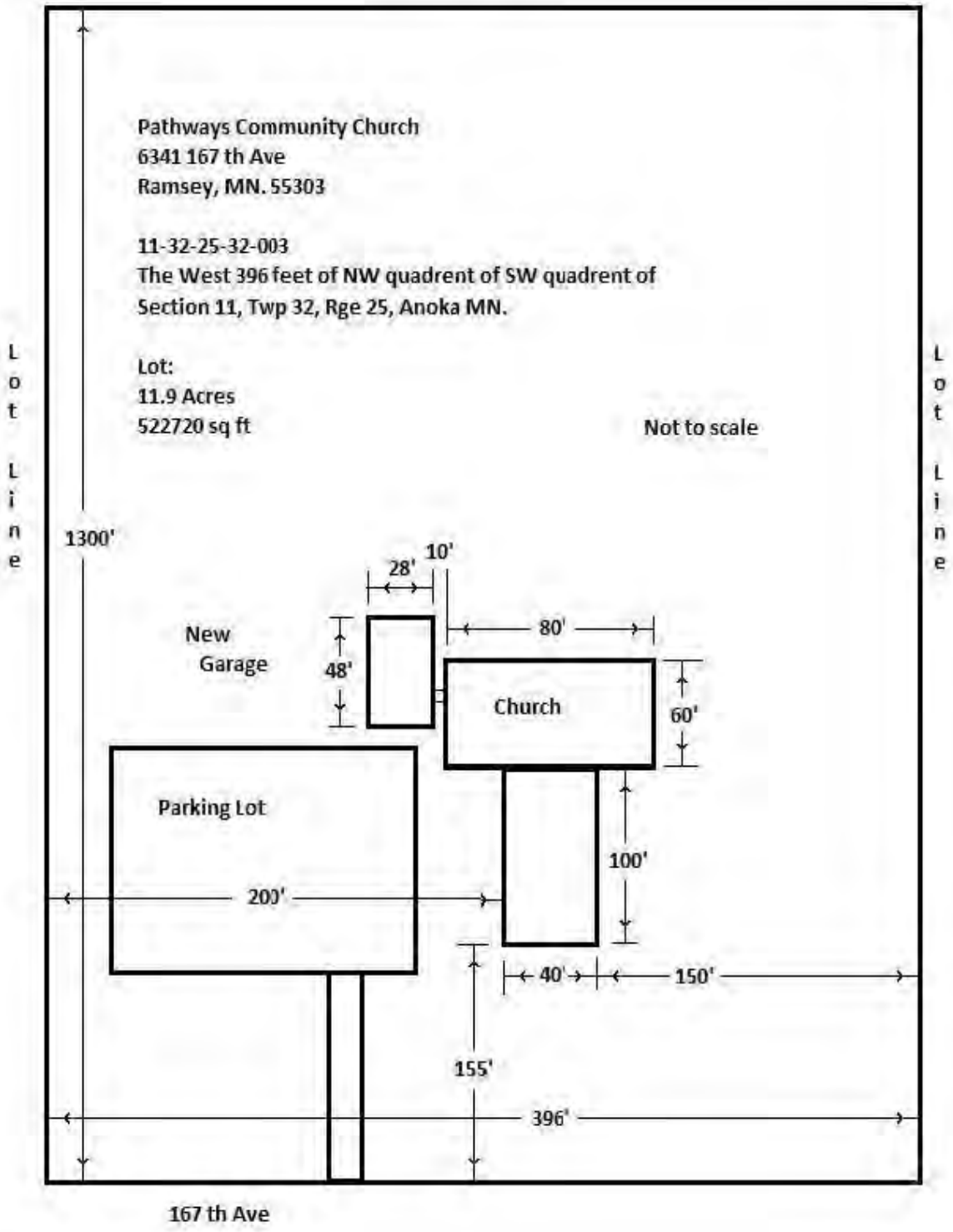
On this _____ day of _____, ____ before me, a Notary Public, personally appeared Sarah Strommen and JoAnn M Thieling to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Clerk of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council and said Sarah Strommen and Joann M 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
Ramsey, MN

This document reviewed by:
Ratwik, Roszak & Maloney
730 Second Ave. S. Suite 300
Minneapolis, MN 55402

EXHIBIT A


Pathways Community Church
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Church
60'
Parking Lot
100'
200'
40'
150'
155'
396'
167 th Ave

CC Regular Session **4. 13.**

Meeting Date: 08/13/2013

By: Jackie Lipski, Finance

Information

Title:

Adopt Resolution #13-08-129 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 18, 2013 through August 7, 2013

Funding Source:

N/A

Council Action:

Motion to Adopt Resolution #13-08-129 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 18, 2013 through August 7, 2013.

Attachments

Bills list 8/13/13

Resolution 08/13/13

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/08/2013 10:11 AM
Kurt Ulrich	Jo Thieling	08/08/2013 10:17 AM
Form Started By: Jackie Lipski		Started On: 08/07/2013 02:43 PM
Final Approval Date: 08/08/2013		

CITY OF RAMSEY - FINANCE OFFICE Printed 8/7/2013

RAMSEY CITY COUNCIL MEETING

8/13/2013

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 7/18/13-8/7/13	373,726.07
Accounts Payable 7/18/13-8/7/13	331,210.12
Payroll 7/18/2013 and 8/1/2013	288,290.27
Debt Service	62,361.25

TOTAL SUBMITTED FOR APPROVAL THIS MEETING **$ 1,055,587.71**

	DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:	APPROVED PREV. MTG	2012 Y.T.D.
	NET PAYROLL TOTAL	$	$ 1,652,769.65
-	CORRECTION TO PAYROLL		
	PREPAIDS		
-	PREPAID ADJUSTMENTS	294,175.07	10,763,952.47
	WIRE TRANSFERS FOR DEBT SERVICE		904,946.26
-	CORRECTION TO D.S.		
	ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
-	BILLS LIST SUBMITTED	78,488.05	2,649,564.48
	ADD (DELETE) BILLS LIST SUBMITTED PAY ESTIMATE(S)	31,086.44	234,017.17
-	CHECKS VOIDED	0.00	0.00
	TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	**$ 403,749.56**	**$ 16,205,250.03**

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
91971	7/18/2013		100948 ANOKA COUNTY LICENSE CENTER						
		25.00	PLATES FOR 392 PD		68301	071813	0211.6249	00000392	MISCELLANEOUS OPERATING
		25.00							
91972	7/18/2013		107244 NORTHLAND TRUST SERVICES INC						
		52,342.50	BONDS SERIS 2011A		68302	061113	9345.6611		BOND INTEREST
		10,018.75	REFUNDING BONDS 2004		68303	061113A	9338.6611		BOND INTEREST
		62,361.25							
91973	7/18/2013		113445 PERSHING, LLC						
		5,125.25-	PURCH-CUSIP 620535-W4-2		68307	071813	9701.4701		INTEREST ON INVESTMENTS
		422.22	PURCH-CUSIP 620535-W4-2		68307	071813	9701.4701		INTEREST ON INVESTMENTS
		95,000.00	PURCH-CUSIP 620535-W4-2		68307	071813	9701.1038		JURAN & MOODY - INVESTMEI
		90,296.97							
91974	7/18/2013		100413 RANDALL, GOODRICH AND HAAG, P						
		2,833.00	JUNE/JULY 2013 PROSECUTION		68304	071613	0161.6304		LEGAL FEES
		2,833.00							
91975	7/18/2013		100442 SHADE TREE CONSTRUCTION						
		1,500.00	ERO REFUND-17070 GARNET ST NW		68305	071813	9804.6433	00113500	REFUNDS
		5,000.00	REFUND LAND. ESC 17070 GARNET		68306	071813A	9252.1155.1		MANUAL-ACCOUNTS RECEIVA
		6,500.00							
91976	7/18/2013		107962 GENESIS EMPLOYEE BENEFITS						
		3,854.00			68288	07171314041212	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,854.00							
91977	7/18/2013		100257 LAW ENFORCEMENT LABOR SRV INC						
		405.00			68084	0702131040505	9101.2177		UNION DUES
		450.00			68295	0717131404125	9101.2177		UNION DUES
		855.00							
91978	7/18/2013		100298 MN AFSCME COUNCIL 5						
		464.84			68085	0702131040506	9101.2177		UNION DUES
		464.84			68296	0717131404126	9101.2177		UNION DUES
		929.68							
91979	7/23/2013		100017 AIRGAS NORTH CENTRAL						
		22.98	MISC GASES		68308	9911061861	0311.6249		MISCELLANEOUS OPERATING
		22.98							
91980	7/23/2013		110744 ALLINA HEALTH SYSTEM						
		1,413.56	JULY-SEPT13-TRANSPORTATION DIS		68309	II10017131	0220.6335		TRAINING
		1,413.56							
91981	7/23/2013		100031 ANOKA COUNTY						
		100.00	TITLE CERT- L/1-3 B 1 OUT ABC		68341	072313	9468.6315	00201204	MISCELLANEOUS PROFESSIO
		100.00							
91982	7/23/2013		111377 ANOKA MUNICIPAL UTILITY						
		110.90	CTY RD 116 AND HWY 47 SIGNAL		68310	22-613120-01JUN E13	9603.6371		ELECTRIC UTILITIES
		38.67	14034 DYSPROSIUM ST		68311	22-610280-00JUN E13	9603.6371		ELECTRIC UTILITIES
		35.33	BUNKER LK BLVD & DYSPOSIUM SIG		68312	22-612000-01JUN E13	9603.6371		ELECTRIC UTILITIES

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		58.35	RAMSEY STREET LIGHTS		68313	22-990005-01JUN E 13	9603.6371		ELECTRIC UTILITIES
		243.25							
91983	**7/23/2013**		**100297 CENTERPOINT ENERGY**						
		22.68	6701 HIGHWAY 10		68315	6011580-5JUNE 13	9410.6373	00041012	GAS
		53.23	14515 E TOWN CENTER DR		68318	8782239-1 JUNE 13	9601.6373		GAS
		75.91							
91984	**7/23/2013**		**112437 CENTRAL BANK**						
		13,000.00	TIF REV NOTE REIM-1ST HALF 13		68314	072213	9207.6433		REFUNDS
		13,000.00							
91985	**7/23/2013**		**100117 CONNEXUS ENERGY**						
		173.52	RAMSEY BLVD AND BUNKER LK BLVD		68316	GI 568	0260.6382		MACHINERY & EQUIPMENT RE
		173.52							
91986	**7/23/2013**		**101185 DO ALL PRINTING COM INC**						
		76.95	2013 DRAW EVENTS POSTERS		68317	20834	0452.6249		MISCELLANEOUS OPERATING
		76.95							
91987	**7/23/2013**		**100158 ECM PUBLISHERS INC**						
		56.38	HEAR-CHAPTER 117		68319	01816634	0191.6352		GENERAL NOTICE & PUBLIC IN
		56.38							
91988	**7/23/2013**		**100169 EMERGENCY APPARATUS MAINTENANC**						
		148.12	WORK ON 500		68320	68956	0220.6388	00000500	OTHER VEHICLE REPAIR
		497.78	WORK ON 556		68321	68530	0220.6388	00000556	OTHER VEHICLE REPAIR
		645.90							
91989	**7/23/2013**		**107101 FIRE LOSS MANAGEMENT LLC**						
		100.00	REVIEW- RAMSEY 8-PLEX		68322	061913	0220.6489		OTHER CONTRACTED SERVIC
		125.00	REVIEW NORTH GATE CHURCH		68323	062013	0220.6489		OTHER CONTRACTED SERVIC
		225.00							
91990	**7/23/2013**		**100200 GOPHER STATE ONE CALL INC**						
		113.65	243 TICKETS JUNE 2013		68324	75791	9601.6249		MISCELLANEOUS OPERATING
		113.65	243 TICKETS JUNE 2013		68324	75791	9602.6249		MISCELLANEOUS OPERATING
		113.65	243 TICKETS JUNE 2013		68324	75791	9605.6249		MISCELLANEOUS OPERATING
		340.95							
91991	**7/23/2013**		**109910 GREAT NORTHERN LANDSCAPE INC**						
		256.32	MISC PARTS		68325	9205	0452.6249		MISCELLANEOUS OPERATING
		256.32							
91992	**7/23/2013**		**100211 HAWKINS INC**						
		5,046.63	CHEMICALS		68326	3487745	9601.6273		UTILITY SYSTEM MAINT SUPPI
		2,637.00	CHEMICALS		68327	3485524	9601.6249		MISCELLANEOUS OPERATING
		7,683.63							
91993	**7/23/2013**		**107639 KOTTKES' BUS SERVICE INC**						
		678.00	SAFETY CAMP 2013		68328	19765	0237.6249		MISCELLANEOUS OPERATING
		678.00							
91994	**7/23/2013**		**100265 LOGIS**						

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		10,391.00	JUNE 2013 BILLING		68329	36951	0192.6405		OFFICE & DATA PROCESSING
		247.41	MISC SERVICES JUNE 2013		68330	37043	0192.6405		OFFICE & DATA PROCESSING
		10,638.41							
91995	7/23/2013		**100326 MN CHIEFS OF POLICE ASSN**						
		64.02	PERMITS TO ACQUIRE		68331	3660	0211.6204		STATIONERY, ENVELOPES & F
		64.02							
91996	7/23/2013		**100351 NCPERS MINNESOTA**						
		304.00	JULY 2013 BILLING		68332	704800 JULY 2013	9101.2170		DENTAL/DISABILITY/LIFE
		304.00							
91997	7/23/2013		**113727 NEOPOST GREAT PLAINS**						
		105.81	RENTAL JUNE 20-SEPT 19-2013		68333	50494965	0130.6405		OFFICE & DATA PROCESSING
		105.81							
91998	7/23/2013		**100356 NORTH COUNTRY CONCRETE**						
		750.00	SIDEWALK-RAMSEY BLVD		68334	132141	0452.6315		MISCELLANEOUS PROFESSIO
		750.00							
91999	7/23/2013		**103461 NORTHERN TECHNOLOGIES INC**						
		252.75	NORTH COMMONS-MASS GRADING		68335	9634	9499.6315		MISCELLANEOUS PROFESSIO
		252.75							
92000	7/23/2013		**100431 SAFETY KLEEN CORPORATION**						
		101.00	RECYCLE OIL		68336	929521307	0311.6404		MACHINERY & EQUIPMENT
		101.00							
92001	7/23/2013		**112079 TOKLE INSPECTIONS INC**						
		4,165.50	JUNE 2013 BILLING		68337	070113	0240.6315		MISCELLANEOUS PROFESSIO
		4,165.50							
92002	7/23/2013		**111742 TWIN CITY WATER CLINIC INC**						
		150.00	10 WATER TESTS JUNE 2013		68338	3637	9601.6489		OTHER CONTRACTED SERVIC
		150.00							
92003	7/23/2013		**113720 USCO CORP**						
		20.00-	EARNEST MONEY-SCHMIDTBAUER		68340	062713	9101.4609		OTHER MISCELLANEOUS REV
		10,000.00	EARNEST MONEY-SCHMIDTBAUER		68340	062713	9496.6315		MISCELLANEOUS PROFESSIO
		9,980.00							
92004	7/23/2013		**101011 UTILITY TRUCK SERVICES**						
		166.95	WORK ON 556		68339	0038631	0220.6388	00000556	OTHER VEHICLE REPAIR
		166.95							
92085	7/25/2013		**100019 ALLINA MEDICAL CLINIC**						
		602.00	PRE EMP J. BAGNE		68342	060513	0130.6305		MEDICAL/PSYCHOLOGICAL FE
		602.00							
92086	7/25/2013		**100031 ANOKA COUNTY**						
		60.00	FEE FOR COR TWO TITLE CERT.		68351	072513	9468.6315	00201204	MISCELLANEOUS PROFESSIO
		60.00							
92087	7/25/2013		**111364 ASSURANT EMPLOYEE BENEFITS**						
		1,063.81	AUG 2013 LTD COVERAGE		68343	5413144AUG13	9101.2170		DENTAL/DISABILITY/LIFE
		1,063.81							

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92088	7/25/2013		113741 CARPENTER, MIKE						
		1,500.00	ERO ESC REFUND 14676 QUICKSILV		68344	113542	9804.6433	00113542	REFUNDS
		5,000.00	LAND. ESC REFUND 14676 QUICKSI		68345	072513	9252.1155.1		MANUAL-ACCOUNTS RECEIVA
		6,500.00							
92089	7/25/2013		110536 CBIZ FINANCIAL SOLUTIONS INC						
		30.45	2ND QTR REBA FEES		68346	19954-2Q13	0130.6315		MISCELLANEOUS PROFESSIO
		30.45							
92090	7/25/2013		100116 CONNEXUS ENERGY						
		19.82	6710 HWY 10		68348	706869-173783JU LY13	9295.6315		MISCELLANEOUS PROFESSIO
		19.82							
92091	7/25/2013		106583 DELTA DENTAL PLAN OF MINNESOTA						
		1,714.30	AUG 13 DENTAL COVERAGE		68349	5195691	9101.2170		DENTAL/DISABILITY/LIFE
		1,714.30							
92092	7/25/2013		100988 NORTHERN SAFETY TECHNOLOGY						
		41.02	GLOBE BRAKE BULB		68347	33799	0220.6257		OTHER VEHICLE PARTS
		41.02							
92093	7/25/2013		103461 NORTHERN TECHNOLOGIES INC						
		180.00	COR TWO- STAGE 1 IMPROV		68350	9533	9496.6315		MISCELLANEOUS PROFESSIO
		180.00							
92094	7/30/2013		108664 AMERICAN VENDING INC						
		131.60	COFFEE		68395	7412	0194.6249		MISCELLANEOUS OPERATING
		131.60							
92095	7/30/2013		100031 ANOKA COUNTY						
		24.00	GOVT MTG (4)		68396	072913	0111.6335		TRAINING
		24.00	GOVT MTG (4)		68396	072913	0130.6335		TRAINING
		48.00							
92096	7/30/2013		108636 ASCAP						
		327.00	2013 RATE SCHEDULE		68397	500613612-2013	0111.6451		MEMBERSHIP DUES
		327.00							
92097	7/30/2013		100297 CENTERPOINT ENERGY						
		1,210.66	7550 SUNWOOD DR		68398	6702493-5JUNE 2013	0194.6373		GAS
		1,210.66							
92098	7/30/2013		100116 CONNEXUS ENERGY						
		13.57	7906 SUNWOOD TREE LIGHTS		68399	444931-303785JU LY2013	0311.6371		ELECTRIC UTILITIES
		554.22	16300 ST FRANCIS BLVD IRRIG		68400	444931-267449JU LY2013	0452.6371		ELECTRIC UTILITIES
		567.79							
92099	7/30/2013		113745 DEPARTMENT OF THE TREASURY						
		69.00	ANNUAL PCORI FEE		68407	073013	0130.6315		MISCELLANEOUS PROFESSIO
		69.00							
92100	7/30/2013		112512 MADDEN,GALANTER,HANSEN LLP						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		295.20	LEGAL SERVICES JUNE 2013		68401	070113	0130.6315		MISCELLANEOUS PROFESSIO
		295.20							
92101	7/30/2013		**103461 NORTHERN TECHNOLOGIES INC**						
		717.00	SEASONS OF RAMSEY JUNE 13		68402	9590	9804.6315	00113355	MISCELLANEOUS PROFESSIO
		152.00	SUNWOOD DR JUNE 2013		68403	9641	9496.6315	00201220	MISCELLANEOUS PROFESSIO
		869.00							
92102	7/30/2013		**107978 PREMIER COMMERCIAL PROPERTIES**						
		200.00	MANAGEMENT MONTHLY FEES		68404	3611	9410.6315	00041012	MISCELLANEOUS PROFESSIO
		200.00	MANAGEMENT MONTHLY FEES		68404	3611	9410.6315	00041001	MISCELLANEOUS PROFESSIO
		200.00	MANAGEMENT MONTHLY FEES		68404	3611	9410.6315	00041014	MISCELLANEOUS PROFESSIO
		600.00							
92103	7/30/2013		**100972 RUM RIVER HILLS GOLF CLUB**						
		5,288.20	SOD RESTORATION		68405	072513	9605.1730		IMPROVEMENTS OTHER THAN
		5,288.20							
92104	7/30/2013		**106998 TECHTRON ENGINEERING INC**						
		650.00	PRE-DEMO 6710 HIGHWAY 10		68406	12316	9295.6315		MISCELLANEOUS PROFESSIO
		650.00							
92105	8/1/2013		**110734 CITY OF RAMSEY**						
		20.00	36262643		68464	080113	9601.4651		WATER REVENUE
		20.25	48903907		68464	080113	9601.4651		WATER REVENUE
		22.28	387873904		68464	080113	9601.4651		WATER REVENUE
		100.00	638781896		68464	080113	9601.4651		WATER REVENUE
		133.33	689292819		68464	080113	9601.4651		WATER REVENUE
		295.86							
92106	8/1/2013		**101103 SPRINT**						
		35.68	JUNE/JULY 2013 BILLING		68465	570683319-140	0111.6249		MISCELLANEOUS OPERATING
		55.28	JUNE/JULY 2013 BILLING		68465	570683319-140	0191.6323		CELLULAR PHONES
		89.05	JUNE/JULY 2013 BILLING		68465	570683319-140	0130.6323		CELLULAR PHONES
		100.84	JUNE/JULY 2013 BILLING		68465	570683319-140	0194.6323		CELLULAR PHONES
		180.90	JUNE/JULY 2013 BILLING		68465	570683319-140	0220.6323		CELLULAR PHONES
		191.28	JUNE/JULY 2013 BILLING		68465	570683319-140	9601.6323		CELLULAR PHONES
		191.96	JUNE/JULY 2013 BILLING		68465	570683319-140	0311.6323		CELLULAR PHONES
		267.66	JUNE/JULY 2013 BILLING		68465	570683319-140	0301.6323		CELLULAR PHONES
		338.08	JUNE/JULY 2013 BILLING		68465	570683319-140	0452.6323		CELLULAR PHONES
		655.56	JUNE/JULY 2013 BILLING		68465	570683319-140	0211.6323		CELLULAR PHONES
		2,106.29							
92107	8/1/2013		**111532 USA INFLATABLES**						
		2,641.10	DEP FOR HAPPY DAYS 9/7/13		68466	072913	0296.6249		MISCELLANEOUS OPERATING
		2,641.10							
92108	8/1/2013		**107962 GENESIS EMPLOYEE BENEFITS**						
		3,997.15			68452	07311314145112	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,997.15							
92109	8/6/2013		**100013 ADVANCE CONSULTING GROUP INC**						
		1,770.00	JUNE 2013 BILLING		68471	070513	9230.6315		MISCELLANEOUS PROFESSIO
		1,770.00							
92110	8/6/2013		**108636 ASCAP**						
		4.08	LICENSE FEE ADJUSTMENT 2013		68467	192000247135	0111.6451		MEMBERSHIP DUES

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		4.08							
92111	8/6/2013		100297 CENTERPOINT ENERGY						
		13.26	JUNE 2013 MISC CITY ACCOUNTS		68468	8000014064-2JUN E13	9605.6373		GAS
		13.27	JUNE 2013 MISC CITY ACCOUNTS		68468	8000014064-2JUN E13	9601.6373		GAS
		13.27	JUNE 2013 MISC CITY ACCOUNTS		68468	8000014064-2JUN E13	9602.6373		GAS
		34.92	JUNE 2013 MISC CITY ACCOUNTS		68468	8000014064-2JUN E13	0452.6373		GAS
		39.81	JUNE 2013 MISC CITY ACCOUNTS		68468	8000014064-2JUN E13	0311.6373		GAS
		104.06	JUNE 2013 MISC CITY ACCOUNTS		68468	8000014064-2JUN E13	0220.6373		GAS
		218.59							
92112	8/6/2013		100404 CENTURYLINK						
		65.35	JULY/AUG 2013 BILLING		68469	763 422-1452 795JUL13	0452.6321		TELEPHONE
		65.35							
92113	8/6/2013		110734 CITY OF RAMSEY						
		999.14	14779 ZEOLITE-NORTH COMMONS		68472	722164 2ND QTR 2013	0452.6372		WATER/IRRIGATION
		1,009.03	7550 SUNWOOD DR		68473	444931294 2ND QTR 2013	0194.6372		WATER/IRRIGATION
		26.82	6710 HWY 10		68474	723234 2ND QTR 2013	9295.6372	00041024	WATER/IRRIGATION
		169.84	6701 HWY 10		68475	719019 2ND QTR 2013	9410.6372	00041012	WATER/IRRIGATION
		2,204.83							
92114	8/6/2013		110568 GREEN VALLEY GREENHOUSE						
		270.06	GARDEN CLUB PLANTER CITY HALL		68477	210617	0194.6249		MISCELLANEOUS OPERATING
		270.06							
92115	8/6/2013		100326 MN CHIEFS OF POLICE ASSN						
		130.00	MEMBERSHIP DUES 2013		68478	080513	0211.6451		MEMBERSHIP DUES
		130.00							
92116	8/6/2013		101268 MN COUNTY ATTORNEYS ASSOCIATIO						
		171.41	PD FORMS		68476	18143450	0211.6204		STATIONERY, ENVELOPES & F
		171.41							
92117	8/6/2013		111731 NOWTHEN, CITY OF						
		480.43	REFUND DUP PYMT-EMERG APPARATU		68470	080213	0220.6388		OTHER VEHICLE REPAIR
		480.43							
92118	8/6/2013		100413 RANDALL, GOODRICH AND HAAG, P						
		671.00	JULY 13 PROSECUTION BILL		68479	080513	0161.6304		LEGAL FEES
		2,833.00	JULY 2013 BILLING		68480	080513A	0161.6304		LEGAL FEES
		3,504.00							
92119	8/6/2013		101126 SAUTER AND SONS INC						
		2,350.00	DEMO WORK-8020 147TH AVE		68481	3896	9230.6315		MISCELLANEOUS PROFESSIO
		2,350.00							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
92120	**8/6/2013**		**100510 VERIZON WIRELESS**						
		31.65	JUN/JUL BILLING 2013		68482	9707949655	0130.6323		CELLULAR PHONES
		31.66	JUN/JUL BILLING 2013		68482	9707949655	0301.6323		CELLULAR PHONES
		40.01	JUNE/JULY 2013 BILLING		68483	9708551695	0111.6249		MISCELLANEOUS OPERATING
		274.77	JUNE/JULY 2013 BILLING		68483	9708551695	0130.6323		CELLULAR PHONES
		378.09							
90255928	**7/18/2013**		**100398 PUBLIC EMPLOYEES RETIREMENT AS**						
		17,247.04			68075	07021310405010	9101.2183		PERA-EMPLOYER
		75.00			68196	071613950554	9101.2174		PERA-EMPLOYEE
		75.00			68197	071613950555	9101.2183		PERA-EMPLOYER
		17,455.89			68286	07171314041210	9101.2183		PERA-EMPLOYER
		13,042.58			68299	0717131404129	9101.2174		PERA-EMPLOYEE
		30,648.47							
90257343	**8/1/2013**		**100398 PUBLIC EMPLOYEES RETIREMENT AS**						
		17,247.33			68450	07311314145110	9101.2183		PERA-EMPLOYER
		12,903.21			68463	0731131414519	9101.2174		PERA-EMPLOYEE
		30,150.54							
90645341	**7/18/2013**		**100113 BANK OF THE WEST**						
		2,527.43			68167	0715131155301	9101.2171		FEDERAL WITHHOLDING
		4,025.79			68168	0715131155302	9101.2173		FICA & MEDICARE-EMPLOYEE
		4,025.79			68169	0715131155303	9101.2182		FICA & MEDICARE-EMPLOYER
		300.00			68193	071613950551	9101.2171		FEDERAL WITHHOLDING
		279.35			68194	071613950552	9101.2173		FICA & MEDICARE-EMPLOYEE
		279.35			68195	071613950553	9101.2182		FICA & MEDICARE-EMPLOYER
		18,814.15			68285	0717131404121	9101.2171		FEDERAL WITHHOLDING
		8,980.69			68292	0717131404122	9101.2173		FICA & MEDICARE-EMPLOYEE
		8,980.69			68293	0717131404123	9101.2182		FICA & MEDICARE-EMPLOYER
		48,213.24							
91130253	**8/1/2013**		**100301 MN CHILD SUPPORT PAYMENT CNTR**						
		144.53			68461	0731131414517	9101.2185		GARNISHMENTS/SUPPORT
		283.85			68462	0731131414518	9101.2185		GARNISHMENTS/SUPPORT
		428.38							
94355113	**8/1/2013**		**100113 BANK OF THE WEST**						
		18,643.38			68449	0731131414511	9101.2171		FEDERAL WITHHOLDING
		9,095.98			68456	0731131414512	9101.2173		FICA & MEDICARE-EMPLOYEE
		9,095.98			68457	0731131414513	9101.2182		FICA & MEDICARE-EMPLOYER
		36,835.34							
95264768	**7/18/2013**		**100601 MN DEPT OF REV WH**						
		1,270.71			68170	0715131155304	9101.2172		STATE WITHHOLDING
		60.70			68198	071613950556	9101.2172		STATE WITHHOLDING
		7,844.20			68287	07171314041211	9101.2172		STATE WITHHOLDING
		9,175.61							
96362132	**7/18/2013**		**110305 HARTFORD LIFE INSURANCE COMPAN**						
		488.16			68078	07021310405013	9101.2176		LIFE/HEALTH-EMPLOYEE
		493.54			68289	07171314041213	9101.2176		LIFE/HEALTH-EMPLOYEE
		89.10			68289	07171314041213	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,070.80							
96942720	**8/1/2013**		**100601 MN DEPT OF REV WH**						

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		7,800.56			68451	07311314145111	9101.2172		STATE WITHHOLDING
		7,800.56							
98130211	**7/18/2013**		**100301 MN CHILD SUPPORT PAYMENT CNTR**						
		144.53			68297	0717131404127	9101.2185		GARNISHMENTS/SUPPORT
		283.85			68298	0717131404128	9101.2185		GARNISHMENTS/SUPPORT
		428.38							
99071851	**7/18/2013**		**111465 STATE STREET BANK**						
		2,674.00			68290	07171314041214	9101.2175		DEFERRED COMPENSATION
		2,674.00							
99071854	**7/18/2013**		**111465 STATE STREET BANK**						
		414.71			68291	07171314041215	9101.2176		LIFE/HEALTH-EMPLOYEE
		414.71							
99071913	**7/19/2013**		**100629 MN DEPT OF REV SALES TX**						
		35.00-	RECLASS REC#32930-CONCESSIONS		68300	JUN13 SALE,USE,TRAN TAX	9101.4304		RENTAL FEES - REAL PROPER
		.49-	JUN13 SALES,USE,TRAN TAX		68300	JUN13 SALE,USE,TRAN TAX	9101.4609		OTHER MISCELLANEOUS REV
		11.31	JUN13 SALES,USE,TRAN TAX		68300	JUN13 SALE,USE,TRAN TAX	9101.2082		SALES/USE TAX PAYABLE
		24.72	JUN13 SALES,USE,TRAN TAX		68300	JUN13 SALE,USE,TRAN TAX	9101.4308		SALES OF MAPS & PUBLICATI(
		26.72	JUN13 SALES,USE,TRAN TAX		68300	JUN13 SALE,USE,TRAN TAX	9101.4305		RENTAL FEES
		35.00	RECLASS REC#32930-CONCESSIONS		68300	JUN13 SALE,USE,TRAN TAX	9101.4305		RENTAL FEES
		64.37	JUN13 SALES,USE,TRAN TAX		68300	JUN13 SALE,USE,TRAN TAX	9290.2082		SALES/USE TAX PAYABLE
		76.93	JUN13 SALES,USE,TRAN TAX		68300	JUN13 SALE,USE,TRAN TAX	9101.2082		SALES/USE TAX PAYABLE
		313.44	JUN13 SALES,USE,TRAN TAX		68300	JUN13 SALE,USE,TRAN TAX	9601.2082		SALES/USE TAX PAYABLE
		517.00							
99080151	**8/1/2013**		**111465 STATE STREET BANK**						
		2,634.00			68454	07311314145114	9101.2175		DEFERRED COMPENSATION
		2,634.00							
99080154	**8/1/2013**		**111465 STATE STREET BANK**						
		414.71			68455	07311314145115	9101.2176		LIFE/HEALTH-EMPLOYEE
		414.71							
99805508	**7/18/2013**		**100223 ICMA RETIREMENT TRUST 457**						
		2,270.40			68294	0717131404124	9101.2175		DEFERRED COMPENSATION
		2,270.40							

CITY OF RAMSEY

Council Check Register

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99812535	**8/1/2013**		**100223 ICMA RETIREMENT TRUST 457**						
		2,230.40			68458	0731131414514	9101.2175		DEFERRED COMPENSATION
		2,230.40							
		436,087.32	Grand Total						

Payment Instrument Totals

Check Total	260,180.78
Transfer Total	175,906.54
Total Payments	436,087.32

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	CITY RECYCLE- AUG 2013	PV	68484	001	09604	8/1/2013	0010664283	23,617.70
	ACE SOLID WASTE INC				Summary Total				23,617.70
	6601 MCKINLEY STREET NW	FD 15050 ARMSTRONG BLVD	PV	68556	001	09101	8/1/2013	0010664874	26.82
	RAMSEY MN 55303				Summary Total				26.82
		MISC CITY AUG 2013	PV	68557	001	09101	8/1/2013	0010664807	157.77
		MISC CITY AUG 2013	PV	68557	002	09101	8/1/2013	0010664807	30.84
		MISC CITY AUG 2013	PV	68557	003	09101	8/1/2013	0010664807	229.28
		MISC CITY AUG 2013	PV	68557	004	09101	8/1/2013	0010664807	152.09
		MISC CITY AUG 2013	PV	68557	005	09101	8/1/2013	0010664807	50.70
		MISC CITY AUG 2013	PV	68557	006	09101	8/1/2013	0010664807	50.70
		MISC CITY AUG 2013	PV	68557	007	09101	8/1/2013	0010664807	50.69
					Summary Total				722.07
					Payment Amount				24,366.59
100013	ADVANCE CONSULTING GROUP INC	JULY 2013 SERVICES	PV	68558	001	09230	8/1/2013	080113	1,400.00
	ADVANCE CONSULTING GROUP INC 3970 114TH LANE NW SUITE 100 COON RAPIDS MN 55433				Summary Total				1,400.00
					Payment Amount				1,400.00
106641	AMERICAN PRESSURE INC	2 WANDS	PV	68408	001	09101	7/18/2013	73788	27.68
	AMERICAN PRESSURE INC 3810 W BROADWAY ROBBINSDALE MN 55422				Summary Total				27.68
					Payment Amount				27.68
100028	ANDOVER WHEEL AND FRAME INC	ALIGNMENT FOR 318	PV	68353	001	09101	7/17/2013	6996	49.00
	ANDOVER WHEEL AND FRAME INC 13476 HANSON BLVD ANDOVER MN 55304				Summary Total				49.00
					Payment Amount				49.00
100029	ANOKA AREA CHAMBER OF COMMERCE	JULY CHAMBER MTG	PV	68352	001	09101	7/16/2013	19338	15.00
	ANOKA AREA CHAMBER OF COMMERCE	JULY CHAMBER MTG	PV	68352	002	09101	7/16/2013	19338	15.00

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	12 BRIDGE SQUARE	JULY CHAMBER MTG	PV	68352	003	09101	7/16/2013	19338	15.00
	ANOKA MN 55303			Summary Total					45.00
				Payment Amount					45.00
100035	ANOKA COUNTY CENTRAL COMMUNICATIONS	JUNE 2013 INTERNET ACCESS	PV	68485	001	09101	7/19/2013	2013-307	492.41
	ANOKA COUNTY CENTRAL COMMUNICATIONS 325 EAST MAIN STREET ANOKA MN 55303			Summary Total					492.41
				Payment Amount					492.41
100041	ANOKA COUNTY HIGHWAY DEPARTMENT	PERMIT- HAPPY DAYS BIKE TOUR	PV	68354	001	09297	7/17/2013	071713	50.00
	ANOKA COUNTY HIGHWAY DEPARTMENT 1440 BUNKER LAKE BLVD NW ANDOVER MN 55304			Summary Total					50.00
				Payment Amount					50.00
100058	ANOKA RAMSEY FARM AND GARDEN	GRASS SEED	PV	68409	001	09101	7/17/2013	071713	106.34
	ANOKA RAMSEY FARM AND GARDEN			Summary Total					106.34
	7435 HIGHWAY 10	STRIP EDGING	PV	68486	001	09101	7/25/2013	072513	14.95
	RAMSEY MN 55303			Summary Total					14.95
		EDGING	PV	68487	001	09101	7/26/2013	072613	44.86
				Summary Total					44.86
				Payment Amount					166.15
100063	ASPEN MILLS	BLUML, BOOT LACES	PV	68488	001	09101	7/17/2013	137213	4.00
	ASPEN MILLS			Summary Total					4.00
	8201 C CENTRAL AVE NE	STOLP-SILENT KEY KEEPER	PV	68489	001	09101	7/17/2013	137212	17.63
	SPRING LAKE PARK MN 55432			Summary Total					17.63
				Payment Amount					21.63
100070	B AND B HOFFMAN SOD FARMS INC	SOD	PV	68410	001	09101	7/24/2013	44479	112.22
	B AND B HOFFMAN SOD FARMS INC			Summary Total					112.22
	22390 GRANT STREET NW	SOD	PV	68411	001	09101	7/17/2013	44390	74.20

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	ELK RIVER MN 55330					Summary Total			74.20
						Payment Amount			186.42
113027	BLUE CROSS BLUE SHIELD-EAP	EAP JULY 2013	PV	68546	001	09101	7/26/2013	2740123	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
112859	BLUE LINE LEARNING GROUP	INTERNET TRAINING MATERIAL	PV	68491	001	09101	8/23/2013	11B9148R13	550.00
	BLUE LINE LEARNING GROUP 2511 W. SCHAUMBURG ROAD SUITE 116 SCHAUMBURG IL 60194					Summary Total			550.00
						Payment Amount			550.00
112663	CAPSTONE HOMES INC	REFUND ERO ESC 16108 RHINESTON	PV	68492	001	09804	7/31/2013	113345	1,500.00
	CAPSTONE HOMES INC					Summary Total			1,500.00
	14015 SUNFISH LAKE BLVD SUITE 400	REFUND LAND ESC 16108 RHINESTO	PV	68493	001	09252	7/31/2013	073113	5,000.00
	RAMSEY MN 55303					Summary Total			5,000.00
						Payment Amount			6,500.00
110537	CARRIER CORPORATION	WORK ON CHILLER	PV	68412	001	09101	7/15/2013	B002348488	695.00
	CARRIER CORPORATION P O BOX 93844 CHICAGO IL 60673-3844					Summary Total			695.00
						Payment Amount			695.00
106670	CENTRAL POWER DISTRIBUTORS INC	BLADES	PV	68355	001	09101	7/19/2013	365112	185.16
	CENTRAL POWER DISTRIBUTORS INC					Summary Total			185.16
	3801 THURSTON AVENUE	SUPER TURF	PV	68356	001	09101	7/19/2013	365111	72.72
	ANOKA MN 55303					Summary Total			72.72
		MISC SUPPLIES	PV	68357	001	09101	7/15/2013	358824	53.14
						Summary Total			53.14

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		12" TUBES- MOWERS	PV	68358	001	09101	7/15/2013	358823	60.98
				Summary Total					60.98
		MULCHING BLADE-MOWERS	PV	68359	001	09101	7/17/2013	362172	13.53
				Summary Total					13.53
				Payment Amount					385.53
111496	CENTRAL TURF AND IRRIGATION SUPPLY	MISC PARTS	PV	68413	001	09101	7/18/2013	6032428	872.25
	CENTRAL TURF AND IRRIGATION SUPPLY			Summary Total					872.25
	8 WILLIAMS STREET	MISC IRRIGATION PARTS	PV	68494	001	09101	7/25/2013	6032722	812.54
	ELMSFORD NY 10523			Summary Total					812.54
				Payment Amount					1,684.79
113740	CITY OF ST FRANCIS	BUILDING INSPECTOR FEES	PV	68495	001	09101	7/16/2013	2013-AR-36	1,158.83
	CITY OF ST FRANCIS 23340 CREE STREET NW ST FRANCIS MN 55070			Summary Total					1,158.83
				Payment Amount					1,158.83
100111	COMMERCIAL ASPHALT COMPANY	ASPHALT	PV	68414	001	09101	7/15/2013	130715	3,970.20
	COMMERCIAL ASPHALT COMPANY P O BOX 1480 MAPLE GROVE MN 55311-6480			Summary Total					3,970.20
				Payment Amount					3,970.20
112665	COMPLETE GROUNDS MAINTENANCE INC	MOW/TRIM 16900 YOLITE 7/19&22	PV	68496	001	09101	7/23/2013	9579	187.03
	COMPLETE GROUNDS MAINTENANCE INC 7310 OLD VIKING BLVD ANOKA MN 55303-9723			Summary Total					187.03
				Payment Amount					187.03
100120	CONTINENTAL RESEARCH CORP	MISC SUPPLIES	PV	68497	001	09101	7/25/2013	390617-CRC-1	334.91
	CONTINENTAL RESEARCH CORP			Summary Total					334.91

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	PO BOX 15204 ST LOUIS MO 63110								
				Payment Amount					334.91
100125	COUNTRYSIDE PRINTING INC	CARDS-ACE MONTHLY DROP OFF	PV	68360	001	09604	7/11/2013	31796	622.81
				Summary Total					622.81
	COUNTRYSIDE PRINTING 6250 BUNKER LAKE BLVD NW	WARNING FORMS	PV	68498	001	09101	7/22/2013	31813	364.34
				Summary Total					364.34
	SUITE 113 RAMSEY MN 55303	EVIDENCE SHEETS PD	PV	68499	001	09101	7/29/2013	31830	68.40
				Summary Total					68.40
				Payment Amount					1,055.55
111818	DEANO'S COLLISION SPECIALISTS INC	REPAIR ON 664	PV	68500	001	09101	7/25/2013	36041	1,236.19
	DEANO'S COLLISION SPECIALISTS INC	REPAIR ON 664	PV	68500	002	09101	7/25/2013	36041	943.00
				Summary Total					2,179.19
	11063 173RD AVENUE ELK RIVER MN 55330	REPAIR ON 664	PV	68501	001	09101	7/25/2013	36435	184.70
		REPAIR ON 664	PV	68501	002	09101	7/25/2013	36435	262.20
				Summary Total					446.90
				Payment Amount					2,626.09
100144	DEHN OIL COMPANY	DIESEL FUEL	PV	68415	001	09101	7/22/2013	26930	1,740.88
				Summary Total					1,740.88
	DEHN OIL COMPANY 6735 141ST AVENUE NW	DIESEL	PV	68416	001	09101	7/22/2013	26929	1,806.19
	RAMSEY MN 55303			Summary Total					1,806.19
		LITH PLUS	PV	68502	001	09101	7/30/2013	1643	142.14
				Summary Total					142.14
				Payment Amount					3,689.21
101185	DO ALL PRINTING COM INC	JULY 25 FLYERS DRAW PARK	PV	68361	001	09101	7/15/2013	20894	12.02
				Summary Total					12.02
	DO ALL PRINTING COM INC 6360 HIGHWAY 10 NW	CURFEW MAGNET CARDS	PV	68362	001	09101	7/12/2013	20860	416.55
	RAMSEY MN 55303			Summary Total					416.55
		PD OFFICE STAFF EMBROIDERY	PV	68363	001	09101	7/18/2013	20932	36.94

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				Summary Total					36.94
		DRAW FLIER/SCHEDULES AUG 1 & 8	PV	68417	001	09101	7/22/2013	20963	41.68
				Summary Total					41.68
		AUG 8 & 15 FLIERS DRAW PARK	PV	68503	001	09101	7/26/2013	21024	11.22
				Summary Total					11.22
		NITE-TO-UNITE DOORHANGERS	PV	68504	001	09101	7/22/2013	20964	483.61
				Summary Total					483.61
				Payment Amount					1,002.02
113306	DOCUMENT TECHNOLOGY SOLUTIONS	CONTRACT JULY-AUG 2013	PV	68505	001	09101	7/22/2013	76169	231.67
	DOCUMENT TECHNOLOGY SOLUTIONS 9401 JAMES AVENUE SOUTH SUITE 120 BLOOMINGTON MN 55431			Summary Total					231.67
				Payment Amount					231.67
113757	DOMOGALLA, KRAIG	ERO ESC 5430 144TH WAY 20	PV	68554	001	09804	7/31/2013	113580	1,500.00
	KRAIG DOMOGALLA			Summary Total					1,500.00
	13624 HANSON BLVD NW	ERO ESC 5430 144TH WAY 12	PV	68555	001	09804	7/31/2013	113581	1,500.00
	ANDOVER MN 55304			Summary Total					1,500.00
				Payment Amount					3,000.00
100158	ECM PUBLISHERS INC	BIDS-2013 STREET MAINT.	PV	68447	001	09430	7/12/2013	01816814	307.50
	ECM PUBLISHERS INC			Summary Total					307.50
	4095 COON RAPIDS BLVD	LEGAL- PUBLIC ACCURACY	PV	68506	001	09101	7/19/2013	01817141	26.88
	COON RAPIDS MN 55433			Summary Total					26.88
		LEGAL-PATHWAYS HEARING	PV	68507	001	09101	7/19/2013	01817059	66.63
				Summary Total					66.63
		HEARING HIGHWAY	PV	68508	001	09101	7/19/2013	01817060	61.50
				Summary Total					61.50
		ELECTION NOTICE	PV	68509	001	09101	7/19/2013	01817058	184.50

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				Summary Total					184.50
				Payment Amount					647.01
106624	EHLERS AND ASSOCIATES, INC	RE FOX TROT JUNE 2013	PV	68364	001	09230	7/10/2013	346533	100.00
				Summary Total					100.00
	EHLERS & ASSOCIATES, INC 3060 CENTRE POINTE DRIVE	DOC REVIEW JUNE 2013	PV	68365	001	09230	7/10/2013	346532	700.00
	ROSEVILLE MN 55113-1105			Summary Total					700.00
		COR TIF ANALYSIS JUNE 2013	PV	68366	001	09214	7/10/2013	346531	100.00
				Summary Total					100.00
				Payment Amount					900.00
113651	ELECTRO WATCHMAN INC	PRO PRO READER W/ KEYPAD	PV	68368	001	09101	7/10/2013	202723	861.06
				Summary Total					861.06
	ELECTRO WATCHMAN INC ONE W WATER STREET SUITE 110	100 PROXIMITY CARDS	PV	68510	001	09101	7/25/2013	203917	325.11
	ST PAUL MN 55107			Summary Total					325.11
		SWITCH AND CABLE WORK	PV	68511	001	09101	7/24/2013	203836	590.66
				Summary Total					590.66
				Payment Amount					1,776.83
104267	ELITE SANITATION	1 PORTABLE TOILET	PV	68512	001	09101	7/23/2013	21274	80.16
				Summary Total					80.16
	ELITE SANITATION PO BOX 526	CITY PORTABLE RENTALS	PV	68513	001	09101	7/23/2013	21330	638.18
	ELK RIVER MN 55330			Summary Total					638.18
				Payment Amount					718.34
100167	ELK RIVER FORD INC	WORK ON 316	PV	68514	001	09101	7/23/2013	16054466/1	92.00
				Summary Total					92.00
	ELK RIVER FORD INC 17219 HIGHWAY 10 NW PO BOX 304 ELK RIVER MN 55330								
				Payment Amount					92.00

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100170	EMERGENCY MEDICAL PRODUCTS INC	FD MISC SUPPLIES	PV	68367	001	09101	7/11/2013	1569898	509.30
	EMERGENCY MEDICAL PRODUCTS INC 25196 NETWORK PLACE CHICAGO IL 60673-1251					Summary Total			509.30
						Payment Amount			509.30
100962	EPA AUDIO VISUAL, INC	USB ADAPTER	PV	68515	001	09101	7/25/2013	180794	21.38
	EPA AUDIO VISUAL, INC 7910 STATE HIGHWAY 55 ROCKFORD MN 55373					Summary Total			21.38
						Payment Amount			21.38
113747	EROSION WORKS	SILT FENCE-7092 170TH TRAIL	PV	68516	001	09804	7/17/2013	13383	224.70
	EROSION WORKS 8177 199TH AVE NW NOWTHEN MN 55330					Summary Total			224.70
						Payment Amount			224.70
107099	FASTENAL	MISC SUPPLIES	PV	68369	001	09101	7/12/2013	MNTC899778	6.39
	FASTENAL COMPANY					Summary Total			6.39
	P O BOX 978	MISC SUPPLIES	PV	68370	001	09101	7/9/2013	MNTC899644	25.60
	WINONA MN 55987					Summary Total			25.60
		MISC PARTS	PV	68418	001	09101	7/24/2013	MNTC8100477	2.20
						Summary Total			2.20
		MISC PARTS	PV	68419	001	09101	7/17/2013	MNTC899962	5.43
						Summary Total			5.43
						Payment Amount			39.62
100871	FBINAA NORTHWEST CHAPTER	POLICE SHOOT (4)	PV	68559	001	09101	8/5/2013	080513	75.00
	FBINAA NORTHWEST CHAPTER					Summary Total			75.00
						Payment Amount			75.00
100176	FEDEX	RE: MCDONALD CORP	PV	68371	001	09468	7/10/2013	233209743	33.10
	FEDEX PO BOX 94515					Summary Total			33.10

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	PALATINE IL 60094-4515								
				Payment Amount					33.10
100143	FERGUSON WATERWORKS # 2516	MISC PARTS	PV	68517	001	09601	7/22/2013	0034629	1,973.61
	FERGUSON WATERWORKS 2516			Summary Total					1,973.61
	P O BOX 802817								
	CHICAGO IL 60680-2817								
				Payment Amount					1,973.61
107737	FINANCE AND COMMERCE INC	BIDS FOR 2013 STREET MAINT.	PV	68446	001	09430	7/11/2013	741020482	249.30
	FINANCE AND COMMERCE INC			Summary Total					249.30
	730 2ND AVENUE S SUITE 100								
	MINNEAPOLIS MN 55402-2418								
				Payment Amount					249.30
107101	FIRE LOSS MANAGEMENT LLC	REVIEW-TOWN CENTER GARDEN	PV	68560	001	09101	7/21/2013	072113	75.00
	FIRE LOSS MANAGEMENT LLC			Summary Total					75.00
	678 PINEWOOD DRIVE	REVIEW-THE SEASONS TOWNHOMES	PV	68561	001	09101	7/18/2013	071813	125.00
	SHOREVIEW MN 55126			Summary Total					125.00
				Payment Amount					200.00
100184	FLEETWOOD COLLISION CENTER INC	WORK ON 564	PV	68562	001	09101	7/29/2013	3922-1	576.82
	FLEETWOOD COLLISION CENTER INC			Summary Total					576.82
	8060 VIKING BLVD NW								
	NOWTHEN MN 55330								
				Payment Amount					576.82
100186	FRANKENSIGNS INC	MISC BENT ACRYLIC	PV	68518	001	09101	7/12/2013	260966	42.75
	FRANKENSIGNS			Summary Total					42.75
	P O BOX 49301	MISC SIGNS	PV	68519	001	09101	7/19/2013	260991	123.98
	BLAINE MN 55449			Summary Total					123.98
				Payment Amount					166.73
112816	FREEDOM FENCE	FENCE REPAIR	PV	68420	001	09101	7/15/2013	13120	250.00

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	FREEDOM FENCE P O BOX 86 ANDOVER MN 55304			Summary Total					250.00
				Payment Amount					250.00
100189	G AND K SERVICES INC	UNIFORM CLEANING	PV	68372	001	09101	7/17/2013	1006619128	84.00
	G AND K SERVICES INC	UNIFORM CLEANING	PV	68372	002	09101	7/17/2013	1006619128	10.00
	PO BOX 1450-NW 7536	UNIFORM CLEANING	PV	68372	003	09101	7/17/2013	1006619128	90.57
	MINNEAPOLIS MN	UNIFORM CLEANING	PV	68372	004	09101	7/17/2013	1006619128	90.58
	55485-7536								
				Summary Total					275.15
		FD MATS	PV	68373	001	09101	7/17/2013	1006619131	113.24
				Summary Total					113.24
		UNIFORM CLEANING	PV	68421	001	09101	7/24/2013	1006630357	84.00
		UNIFORM CLEANING	PV	68421	002	09101	7/24/2013	1006630357	10.00
		UNIFORM CLEANING	PV	68421	003	09101	7/24/2013	1006630357	150.28
		UNIFORM CLEANING	PV	68421	004	09101	7/24/2013	1006630357	150.28
				Summary Total					394.56
		UNIFORM CLEANING	PV	68563	001	09101	7/31/2013	1006641564	84.00
		UNIFORM CLEANING	PV	68563	002	09101	7/31/2013	1006641564	10.00
		UNIFORM CLEANING	PV	68563	003	09101	7/31/2013	1006641564	81.77
		UNIFORM CLEANING	PV	68563	004	09101	7/31/2013	1006641564	81.77
				Summary Total					257.54
				Payment Amount					1,040.49
109910	GREAT NORTHERN LANDSCAPE INC	MISC REPAIR	PV	68422	001	09101	7/19/2013	9242	81.23
	GREAT NORTHERN LANDSCAPE INC			Summary Total					81.23
	19720 IGUANA STREET NW	REPAIR AT THE DRAW	PV	68522	001	09101	7/26/2013	9262	255.56
	ELK RIVER MN 55330			Summary Total					255.56
				Payment Amount					336.79
100211	HAWKINS INC	CHEMICALS	PV	68423	001	09601	7/15/2013	3490493	4,808.93
	HAWKINS INC P O BOX 860263 MINNEAPOLIS MN 55486-0263			Summary Total					4,808.93
				Payment Amount					4,808.93
100243	KENNEDY AND GRAVEN CHARTERED	SERVICES THROUGH JUNE 2013	PV	68424	001	09101	7/23/2013	115094	24.52

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	KENNEDY AND GRAVEN CHARTERED 200 SOUTH 6TH STREET SUITE 470 MINNEAPOLIS MN 55402			Summary Total					24.52
				Payment Amount					24.52
113738	KIM'S PAINTING PROS LLC	PAINTING UNDER BRIDGE	PV	68425	001	09101	7/18/2013	196	200.00
	KIM'S PAINTING PROS LLC 10629 305TH AVENUE PRINCETON MN 55371			Summary Total					200.00
				Payment Amount					200.00
112413	L.E.A. DATA TECHNOLOGIES	TRAINING CD	PV	68374	001	09101	7/9/2013	10-1147-02	50.00
	L.E.A. DATA TECHNOLOGIES 12405 COMINGER DRIVE OREGON CITY OR 97045			Summary Total					50.00
				Payment Amount					50.00
111501	LANDFORM PROFESSIONAL SERVICES	AUAR JUNE 2013	PV	68523	001	09214	7/15/2013	21517	1,040.00
	LANDFORM PROFESSIONAL SERVICES 105 5TH AVENUE SOUTH SUITE 513 MINNEAPOLIS MN 55401			Summary Total					1,040.00
		SUNWOOD RETAIL-COR TWO	PV	68564	001	09468	7/22/2013	21550	1,624.11
				Summary Total					1,624.11
				Payment Amount					2,664.11
113739	LIFELINE TRAINING LTD	D. MOLDENHAUER-8/19/2013	PV	68375	001	09101	7/15/2013	8811	199.00
	LIFELINE TRAINING LTD 474 W. WRIGHTWOOD ELMHURST IL 60126			Summary Total					199.00
				Payment Amount					199.00
100266	LOGIS	NETWORK	PV	68524	001	09101	7/18/2013	37067	664.75
	LOGIS 5750 DULUTH STREET GOLDEN VALLEY MN 55422-4036			Summary Total					664.75

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
				Payment Amount					664.75
100268	LRRWMO CITY OF ANOKA	TOWN CENTER PERMIT 03-07	PV	68426	001	09468	7/19/2013	298	48.00
	LRRWMO CITY OF ANOKA 2015 - 1ST AVENUE NORTH ANOKA MN 55303			Summary Total					48.00
				Payment Amount					48.00
100271	MAIN MOTORS	HOLDER FOR 364	PV	68376	001	09101	7/10/2013	291269	33.86
	MAIN MOTORS 435 WEST MAIN STREET ANOKA MN 55303			Summary Total					33.86
				Payment Amount					33.86
111999	MEADOW CREEK BUILDERS INC	REFUND ERO ESC 5794 152ND WAY	PV	68427	001	09804	7/26/2013	113448	1,500.00
	MEADOW CREEK BUILDERS INC 6382 BALSAM LANE			Summary Total					1,500.00
		REFUND LAND ESC 5794 152ND WAY	PV	68428	001	09252	7/26/2013	072613	8,500.00
	MAPLE GROVE MN 55369			Summary Total					8,500.00
		REFUND LAND ESC 15209 KRYPTON	PV	68429	001	09252	7/26/2013	072613A	7,000.00
				Summary Total					7,000.00
		REFUND ERO ESC 15217 KRYPTON	PV	68430	001	09804	7/24/2013	113628	1,500.00
				Summary Total					1,500.00
		REFUND LAND ERO 15217 KRYPTON	PV	68431	001	09252	7/24/2013	072413	5,000.00
				Summary Total					5,000.00
		LAND ESC REFUND 5770 152ND WAY	PV	68432	001	09252	7/24/2013	072413A	7,000.00
				Summary Total					7,000.00
		REFUND LAND ESC 7046 170TH TRL	PV	68433	001	09252	7/24/2013	072413B	5,000.00
				Summary Total					5,000.00
		REFUND ERO ESC 7046 170TH TRL	PV	68434	001	09804	7/24/2013	113631	1,500.00
				Summary Total					1,500.00
		REFUND ERO ESC 5770	PV	68435	001	09804	7/24/2013	113498	1,500.00

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

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		152ND WAY							
				Summary Total					1,500.00
		REFUND ERO ESC 15209 KRYPTON	PV	68436	001	09804	7/26/2013	113497	1,500.00
				Summary Total					1,500.00
		REFUND ERO ESC 16941 YTTRIUM	PV	68525	001	09804	7/31/2013	113659	1,500.00
				Summary Total					1,500.00
		REFUND LAND ESC 16941 YTTRIUM	PV	68526	001	09252	7/31/2013	073113	5,000.00
				Summary Total					5,000.00
				Payment Amount					46,500.00
100280	MED COMPASS INC	SCBA- MEDICAL EXAMS (46)	PV	68565	001	09101	7/19/2013	21836	2,780.00
	MED COMPASS INC 7841 WAYZATA BLVD MINNEAPOLIS MN 55426			Summary Total					2,780.00
				Payment Amount					2,780.00
100284	MENARDS ELK RIVER	MISC SUPPLIES	PV	68437	001	09601	7/18/2013	25761	74.81
	MENARDS ELK RIVER 19521 EVANS STREET NW ELK RIVER MN 55330-1077			Summary Total					74.81
				Payment Amount					74.81
100285	MET COUNCIL ENVIRONMENTAL SRV	SEPT 2013 WASTEWATER	PV	68569	001	09602	8/5/2013	0001023531	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	FD MISC	PV	68378	001	09101	7/11/2013	47707	769.37
	METRO FIRE INC			Summary Total					769.37
	13915 LINCOLN ST NE SUITE D	RETURN-FIRE RETARDANT	PD	68566	001	09101	7/18/2013	47773	748.05-
	HAM LAKE MN 55304			Summary Total					748.05-
		LEADER LINE GATED	PV	68567	001	09101	7/15/2013	47721	650.05

Bank Account	00002224	CASH IN BANK
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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
		WYE							
				Summary Total					650.05
		INVADER HELMETS	PV	68568	001	09101	7/19/2013	47800	1,356.00
				Summary Total					1,356.00
				Payment Amount					2,027.37
100293	MIDC ENTERPRISES	ETHERNET ADAPTER	PV	68527	001	09101	7/24/2013	I0032828	663.69
	MIDC ENTERPRISES 1450 WEST COUNTY ROAD C ROSEVILLE MN 55113			Summary Total					663.69
				Payment Amount					663.69
106555	MINNEAPOLIS, CITY OF	JUNE 2013 TRANSACTIONS	PV	68377	001	09101	7/11/2013	400413004086	122.40
	MINNEAPOLIS FINANCE DEPT P O BOX 77038 MINNEAPOLIS MN 55480-7738			Summary Total					122.40
				Payment Amount					122.40
100326	MN CHIEFS OF POLICE ASSN	PERMITS TO ACQUIRE	PV	68528	001	09101	7/23/2013	3813	64.02
	MN CHIEFS OF POLICE ASSN 1951 WOODLANE DRIVE WOODBURY MN 55125			Summary Total					64.02
				Payment Amount					64.02
100345	NAPA AUTO PARTS ELK RIVER	AIR FILTER	PV	68379	001	09101	7/23/2013	691856	35.98
	NAPA AUTO PARTS ELK RIVER	AIR FILTER	PV	68379	002	09101	7/23/2013	691856	35.97
	17137 YALE STREET NW P O BOX 1041			Summary Total					71.95
		OIL FILTER FOR 611	PV	68380	001	09101	7/22/2013	691668	5.92
	ELK RIVER MN 55330			Summary Total					5.92
		AIR FILTER-GROUNDMASTER	PV	68381	001	09101	7/19/2013	691277	61.66
				Summary Total					61.66
		LAMP-644 MISC SUPPLIES	PV	68382	001	09101	7/18/2013	691116	9.07
		LAMP-644 MISC SUPPLIES	PV	68382	002	09101	7/18/2013	691116	10.68

Bank Account	00002224 CASH IN BANK
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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
				Summary Total					19.75
		BATTERY FOR 635	PV	68383	001	09101	7/9/2013	689584	91.90
				Summary Total					91.90
		AIR/FUEL FILTERS 642	PV	68529	001	09605	7/30/2013	693030	79.15
				Summary Total					79.15
		LUBE FILTERS 642/INVENTORY	PV	68530	001	09605	7/30/2013	693023	14.45
		LUBE FILTERS 642/INVENTORY	PV	68530	002	09605	7/30/2013	693023	14.45
				Summary Total					28.90
		CAR WASH/MIRROR ADHESIVE PD	PV	68531	001	09101	7/18/2013	691182	18.67
				Summary Total					18.67
				Payment Amount					377.90
100363	NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV	68532	001	09101	7/24/2013	163020	226.35
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433			Summary Total					226.35
				Payment Amount					226.35
100661	ONE HOUR HEATING AND AIR CONDITIONING	REPAIR AT OLD CITY HALL	PV	68448	001	09101	7/17/2013	230808	537.00
	ONE HOUR HEATING AND AIR CONDITIONING 9431 ALPINE DRIVE NW RAMSEY MN 55303			Summary Total					537.00
				Payment Amount					537.00
112598	PAUL EMMERICH CONSTRUCTION INC	REFUND ERO ESC 14515 ARGON ST	PV	68533	001	09804	7/31/2013	113579	1,500.00
	PAUL EMMERICH CONSTRUCTION INC			Summary Total					1,500.00
	1870 181ST AVENUE NW	REFUND LAND ESC 14515 ARGON ST	PV	68534	001	09252	7/31/2013	073113	1,000.00
	CEDAR MN 55011			Summary Total					1,000.00
		REFUND LAND ESC 7780 149TH AVE	PV	68535	001	09252	7/31/2013	073113A	7,000.00
				Summary Total					7,000.00
		REFUND ERO ESC 7780 149TH AVE	PV	68536	001	09804	7/31/2013	113496	1,500.00

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Payment Instrument		Check Payment
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Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Summary Total					1,500.00
				Payment Amount					11,000.00
113450	PINTO PROPERTIES	REFUND ERO ESC 5746 152ND WAY	PV	68570	001	09804	8/7/2013	113313	1,500.00
	PINTO PROPERTIES			Summary Total					1,500.00
	14416 IODINE STREET NW	LAND ESC 5746 152ND WAY	PV	68571	001	09252	8/7/2013	080713	5,000.00
	ANOKA MN 55303			Summary Total					5,000.00
				Payment Amount					6,500.00
100393	PRAIRIE RESTORATIONS INC	WORK AT THE DRAW	PV	68439	001	09605	7/11/2013	0025590	351.47
	PRAIRIE RESTORATIONS INC 31646 128TH STREET PRINCETON MN 55371			Summary Total					351.47
				Payment Amount					351.47
113444	PRECISE	JUNE 2013 SERVICE	PV	68572	001	09101	7/15/2013	307341	160.67
	PRECISE 501 EAST CLIFF ROAD SIUTE 100 BURNSVILLE MN 55337			Summary Total					160.67
				Payment Amount					160.67
107978	PREMIER COMMERCIAL PROPERTIES INC	LEASE FEE- 6701 HIGHWAY 10	PV	68537	001	09410	7/31/2013	3661	273.00
	PREMIER COMMERCIAL PROPERTIES INC			Summary Total					273.00
	6897 139TH LANE NW	JULY 2013 FEES	PV	68538	001	09410	7/31/2013	3641	200.00
	RAMSEY MN 55303	JULY 2013 FEES	PV	68538	002	09410	7/31/2013	3641	200.00
		JULY 2013 FEES	PV	68538	003	09410	7/31/2013	3641	200.00
				Summary Total					600.00
				Payment Amount					873.00
107573	PUBLIC AGENCY TRAINING COUNCIL	R. WEBB TRAINING 8/7-9/2013	PV	68386	001	09101	7/12/2013	167767	295.00
	PUBLIC AGENCY TRAINING COUNCIL 5235 DECATUR BLVD INDIANAPOLIS IN 46241			Summary Total					295.00
				Payment Amount					295.00

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Payment Instrument		Check Payment
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Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
112072	R J STAR, INC.	PD GARAGE SUPPLIES	PV	68387	001	09101	7/11/2013	IN0099797	141.03
	R J STAR, INC. 11469 8TH STREET NE HANOVER MN 55341				Summary Total				141.03
					Payment Amount				141.03
100418	RDO EQUIPMENT CO	STEERING REPAIR	PV	68583	001	09101	7/23/2013	W25157	1,987.46
	RDO TRUST 80-5800	STEERING REPAIR	PV	68583	002	09101	7/23/2013	W25157	2,000.00
	P O BOX 7160	STEERING REPAIR	PV	68583	003	09101	7/23/2013	W25157	348.72
	FARGO ND 58106-7160				Summary Total				4,336.18
					Payment Amount				4,336.18
103119	ROSSUM, BEN	CELL PHONE REPAIR	PV	68539	001	09101	8/2/2013	080213	31.07
	BEN ROSSUM				Summary Total				31.07
	14800 ERKIUM STREET NW	DRIVING SCHOOL/EVIDENCE ROOM	PV	68540	001	09101	8/2/2013	080213A	25.94
	RAMSEY MN 55303				Summary Total				25.94
					Payment Amount				57.01
106617	ROTARY CLUB OF RAMSEY	K. ULRICH 3RD QTR 2013	PV	68388	001	09101	7/17/2013	071713	150.00
	ROTARY CLUB OF RAMSEY ATTEN: KEVIN BITTNER BOLTON AND MENK INC 7533 SUNWOOD DRIVE SUITE 206 RAMSEY MN 55303				Summary Total				150.00
					Payment Amount				150.00
112475	S AND T OFFICE PRODUCTS INC	OFFICE SUPPLIES	PV	68573	001	09101	7/22/2013	01PW9415	80.16
	S AND T OFFICE PRODUCTS INC				Summary Total				80.16
	1000 KRISTEN COURT	OFFICE SUPPLIES	PV	68574	001	09101	7/22/2013	01PW8975	176.82
	ST PAUL MN 55110				Summary Total				176.82
					Payment Amount				256.98
106398	S W WOLD CONSTRUCTION INC	REFUND ERO ESC 7589 163RD AVE	PV	68443	001	09804	7/26/2013	113632	1,500.00
	S W WOLD CONSTRUCTION INC				Summary Total				1,500.00

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

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	9457 HIGHWAY 10 NW	REFUND LAND ESC	PV	68548	001	09252	7/31/2013	073113	5,000.00
	SUITE 200	16096 RHINESTO							
	RAMSEY MN 55303				Summary Total				5,000.00
		REFUND ERO ESC 16096 RHINESTON	PV	68549	001	09804	7/31/2013	113356	1,500.00
					Summary Total				1,500.00
					Payment Amount				6,500.00
100435	SCHARBER AND SONS INC	FUEL FILTERS	PV	68389	001	09101	7/10/2013	P21278	7.57
	SCHARBER AND SONS INC	FUEL FILTERS	PV	68389	002	09101	7/10/2013	P21278	7.56
	13725 MAIN STREET				Summary Total				15.13
	ROGERS MN 55374	MISC PARTS FOR 611	PV	68390	001	09101	7/19/2013	P22300	20.94
					Summary Total				20.94
		MISC PARTS FOR 611	PV	68391	001	09101	7/17/2013	P22024	270.54
					Summary Total				270.54
		TRANS CAP FOR 611	PV	68440	001	09101	7/25/2013	P22791	20.14
					Summary Total				20.14
		HOSE FOR 611	PV	68441	001	09101	7/24/2013	P22732	14.70
					Summary Total				14.70
		MISC SUPPLIES	PV	68541	001	09101	7/30/2013	P23315	154.98
					Summary Total				154.98
					Payment Amount				496.43
100442	SHADE TREE CONSTRUCTION	REFUND ERO ESC 16771 MARBLE ST	PV	68442	001	09804	7/26/2013	113594	1,500.00
	SHADE TREE CONSTRUCTION 23035 ULYSSES STREET NE EAST BETHEL MN 55005				Summary Total				1,500.00
					Payment Amount				1,500.00
111128	SHERBURNE COUNTY SHERIFFS OFFICE	RANGE USE- 7/2/13	PV	68542	001	09101	7/23/2013	02013007	60.00
	SHERBURNE COUNTY SHERIFFS OFFICE 13880 HIGHWAY 10 ELK RIVER MN 55330				Summary Total				60.00
					Payment Amount				60.00
100920	SHERWIN WILLIAMS	WHITE PAINT	PV	68543	001	09101	7/19/2013	3392-1	65.28

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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
	SHERWIN WILLIAMS 3564 MAIN STREET NW MINNEAPOLIS MN 55448-1002				Summary Total				65.28
					Payment Amount				65.28
113184	SPARTAN	SHIRTS	PV	68544	001	09101	7/23/2013	526886	646.79
	SPARTAN				Summary Total				646.79
	711 HALE AVENUE NORTH	BALLOONS	PV	68545	001	09101	7/23/2013	526876	119.58
	OAKDALE MN 55128				Summary Total				119.58
					Payment Amount				766.37
100456	ST CROIX RECREATION CO INC	PLAYGROUND EQUIPMENT	PV	68547	001	09270	7/29/2013	17782	30,517.09
	ST CROIX RECREATION CO INC 225 NORTH SECOND STREET STILLWATER MN 55082				Summary Total				30,517.09
					Payment Amount				30,517.09
112996	STANTEC CONSULTING SERVICES INC	MISC PROJECT REVIEWS	PV	68392	001	09101	7/18/2013	706782	488.25
	STANTEC CONSULTING SERVICES INC	MISC PROJECT REVIEWS	PV	68392	002	09101	7/18/2013	706782	186.00
	13980 COLLECTIONS CENTER DRIVE CHICAGO IL 60693				Summary Total				674.25
					Payment Amount				674.25
109821	T.H. CONSTRUCTION OF ANOKA, INC	REFUND LAND ESC 16019 IODINE S	PV	68550	001	09252	7/31/2013	073113	7,000.00
	T.H. CONSTRUCTION OF ANOKA, INC				Summary Total				7,000.00
	617 EAST MAIN STREET # 3	REFUND ERO ESC 16019 IODINE	PV	68551	001	09804	7/31/2013	113510	1,500.00
	ANOKA MN 55303				Summary Total				1,500.00
					Payment Amount				8,500.00
106052	THANE HAWKINS POLAR CHEVROLET	2013 CHEV TAHOE PD 332	PV	68384	001	09101	7/9/2013	DR359379	26,156.50
	THANE HAWKINS POLAR CHEVROLET				Summary Total				26,156.50
	1801 E COUNTY RD F	2013 CHEV TAHOE 333	PV	68385	001	09101	7/9/2013	DR356185	28,924.45
	WHITE BEAR LAKE MN 55110				Summary Total				28,924.45

CITY OF RAMSEY
Create Payment Control Groups

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Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					55,080.95
100485	TIMESAVER OFF SITE SECRETARIAL INC	MISC JULY 13 MEETINGS	PV	68393	001	09101	7/11/2013	M19920	844.80
	TIMESAVER OFF SITE SECRETARIAL INC 1056 JACKSON STREET S SHAKOPEE MN 55379-2077			Summary Total					844.80
				Payment Amount					844.80
105706	TINKLENBERG GROUP INC	JULY 2013 BILLING	PV	68552	001	09400	7/31/2013	1895	3,966.33
	THE TINKLENBERG GROUP INC 11234 FOREST COURT NE BLAINE MN 55449-5920			Summary Total					3,966.33
				Payment Amount					3,966.33
108522	TOTAL CONTROL SYSTEMS, INC	THERMOSTAT-WELLHOUSE 3	PV	68444	001	09601	7/16/2013	6580	404.43
	TOTAL CONTROL SYSTEMS, INC			Summary Total					404.43
	P O BOX 40	WELL 4 UPGRADE	PV	68575	001	09601	7/19/2013	6587	15,575.00
	STANCHFIELD MN 55080			Summary Total					15,575.00
				Payment Amount					15,979.43
101011	UTILITY TRUCK SERVICES	REPAIR ON 644	PV	68445	001	09101	7/22/2013	0038994	784.00
	UTILITY TRUCK SERVICES	REPAIR ON 644	PV	68445	002	09101	7/22/2013	0038994	132.48
	14601 RAMSEY BLVD RAMSEY MN 55303			Summary Total					916.48
				Payment Amount					916.48
100508	VANCE BROTHERS INC	TACK OIL	PV	68394	001	09101	7/9/2013	24690	147.17
	VANCE BROTHERS INC			Summary Total					147.17
	P O BOX 877366	TACK OIL	PV	68576	001	09101	7/25/2013	24978	82.83
	KANSAS CITY MO 64187-7366			Summary Total					82.83
		TACK OIL	PV	68577	001	09101	7/23/2013	24946	32.06
				Summary Total					32.06
		TACK OIL	PV	68578	001	09101	7/25/2013	24990	99.39
				Summary Total					99.39
				Payment Amount					361.45

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CITY OF RAMSEY
Create Payment Control Groups

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
113735	VILLAGE GREEN LANDSCAPES	MOWING SERVICE DRAW PARK	PV	68579	001	09101	7/9/2013	42830	1,431.38
	VILLAGE GREEN LANDSCAPES				Summary Total				1,431.38
	520 FRONT AVENUE	MOWING SERVICES CITY HALL	PV	68580	001	09101	7/9/2013	42827	85.50
	ST PAUL MN 55117				Summary Total				85.50
		MOWING SERVICES CITY HALL	PV	68581	001	09101	7/9/2013	42828	342.00
					Summary Total				342.00
		MOWING SERVICES DRAW PARK	PV	68582	001	09101	7/9/2013	42829	577.13
					Summary Total				577.13
					Payment Amount				2,436.01
113589	VISUAL PRO 360	COMPUTER	PV	68553	001	09101	7/24/2013	30186	2,393.23
	VISUAL PRO 360				Summary Total				2,393.23
	501 LAKEVIEW HEIGHTS SUITE 101								
	JEFFERSON CITY MO 65109								
					Payment Amount				2,393.23
					Total Amount to be Processed				331,210.12
					Total Number of Payments to be Processed				93

NORTHLAND TRUST SERVICES

45 South 7th Street Ste 2000
Minneapolis, MN 55402
Phone: 612-851-4931
Fax: 612-851-4933

INVOICE

CITY OF RAMSEY
ATTN: FINANCE OFFICER
7550 SUNWOOD DRIVE NW
RAMSEY MN 55303-5137

06/11/2013
RAMS04

RE: CITY OF RAMSEY, MINNESOTA
$1,480,000 GO CAPITAL IMPROVEMENT
REFUNDING BONDS OF 2004
CALL DATE 02/01/2013

9338.66(1
19,018 75

Debt Service: 08/01/2013

Principal:	$	0.00
Interest:	$	10,018.75
Total Principal & Interest:	$	10,018.75
Paying Agent Annual Fee		0.00
Total Amount Due:	**$**	**10,018.75**

CHECK PAYMENTS due: 07-25-2013

Make Checks payable to:
NORTHLAND TRUST SERVICES INC.

WIRE PAYMENTS due: 07-29-2013

Wells Fargo Bank, San Francisco, CA
ABA: 121-000-248
ACCT: 143-6412710 Northland Trust Services
REF: Issuer name & series number

***MN SCHOOL DISTRICTS should wire funds 3 days prior to debt service date according to State Credit Enhancement requirements.**

Thank you for your business!

If you have questions please contact:

Rhonda Magee
PH:612-851-4931
rmagee@northlandtrust.com

Jon Laubach
PH:612-851-5985
jlaubach@northlandtrust.com

Lori Giampaolo
PH:612-851-4932
lgiampaolo@northlandtrust.com

NORTHLAND TRUST SERVICES

45 South 7th Street Ste 2000
Minneapolis, MN 55402
Phone: 612-851-4931
Fax: 612-851-4933

RECD JUN 10 2013

INVOICE

CITY OF RAMSEY
ATTN: FINANCE OFFICER
7550 SUNWOOD DRIVE NW
RAMSEY MN 55303-5137

06/11/2013
RAMS11A

RE: CITY OF RAMSEY, MINNESOTA
$4,365,000 GENERAL OBLIGATION BONDS,
SERIES 2011A

9345.6611 52,342.50

Debt Service: 08/01/2013

Principal:	$	0.00
Interest:	$	52,342.50
Total Principal & Interest:	$	52,342.50
Paying Agent Annual Fee		0.00
Total Amount Due:	**$**	**52,342.50**

CHECK PAYMENTS due: 07-25-2013

Make Checks payable to:
NORTHLAND TRUST SERVICES INC.

WIRE PAYMENTS due: 07-29-2013

Wells Fargo Bank, San Francisco, CA
ABA: 121-000-248
ACCT: 143-6412710 Northland Trust Services
REF: Issuer name & series number

***MN SCHOOL DISTRICTS should wire funds 3 days prior to debt service date according to State Credit Enhancement requirements.**

Thank you for your business!

If you have questions please contact:

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PH:612-851-4931
rmagee@northlandtrust.com

Jon Laubach
PH:612-851-5985
jlaubach@northlandtrust.com

Lori Giampaolo
PH:612-851-4932
lgiampaolo@northlandtrust.com

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-08-129

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF JULY 18, 2013 THROUGH AUGUST 7, 2013.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of July 18, 2013, through August 7, 2013, in the amount of $1,055,587.71; and

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

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

1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period July 18, 2013, through August 7, 2013, in the amount of $1,055,587.71.

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:

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 13th day of August 2013.

_____

Mayor

ATTEST:

_____

City Clerk

CC Regular Session **4. 14.**

Meeting Date: 08/13/2013

By: Diana Lund, Finance

Information

Title:

Adopt Resolution #13-08-130 Authorizing The Request of $23,000 From the City's Allocation of Anoka County Housing and Redevelopment Authority (ACHRA) Funds for the Demolition of 6710 Highway 10 NW and 6203 Rivlyn Avenue NW

Background:

Resolution #13-02-039 authorized the use of ACHRA funds for the purchase of 6203 Rivlyn Avenue NW (Kiefer Property) in the amount of $98,000.
The property was acquired for the amount of $92,696 (purchase price and closing costs). The city wishes to demolish this property, which will bring the total costs of purchase and demolition to approximately $107,000. This price will include well capping and asbestos clean up if needed. The ACHRA requires that an additional resolution be adopted to request the additional $9,000.

Resolution #13-06-108 authorized the use of ACHRA funds for the purchase of 6710 Highway 10 NW (adult bookstore) in the amount of $361,000. The property was acquired for the amount of $362,202 (purchase price and closing costs). The city wishes to also demolish this property which will bring the total costs of purchase and demolition to approximately $375,000. This price will include well capping and asbestos testing. The ACHRA requires that an additional resolution be adopted to request the additional $14,000.

In short, the total additional requested from the ACHRA will be in the amount of $23,000 for the demolition of both properties.

Recommendation:

Staff recommends Council adopt Resolution #13-08-130 requesting additional funding from the ACHRA for the demolition of properties at 6710 Highway 10 NW and 6203 Rivlyn Avenue NW.

Council Action:

Motion to adopt Resolution #13-08-130 Requesting an Additional $23,000 from the Anoka County Housing and Redevelopment Authority (ACHRA) for the Demolition of 6710 Highway 10 NW and 6203 Rivlyn Avenue NW in the City of Ramsey.

Attachments

Resolution #13-08-130 Requesting Funding from ACHRA

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/03/2013 12:04 PM
Form Started By: Diana Lund		Started On: 07/30/2013 11:45 AM
Final Approval Date: 08/03/2013		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-08-130

RESOLUTION REQUESTING THAT ANOKA COUNTY HOUSING AND REDEVELOPMENT AUTHORITY (HRA) ALLOCATE $23,000 OF ITS 2013 LEVY TOWARD THE DEMOLITION OF 6710 HIGHWAY 10 AND 6203 RIVLYN AVENUE 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 in the amount of $14,000 for the demolition (which includes well capping and asbestos removal if necessary) at 6710 Highway 10 NW, a project that is deemed a high priority for our community; and

WHEREAS, the total requested funds from the Anoka County HRA for 6710 Highway 10 NW will be in the amount of $375,000 ($361,000 requested June 25, 2013 and $14,000 August 8, 2013).

WHEREAS, the City of Ramsey is requesting that the Anoka County HRA utilize its available tax levy in the amount of $9,000 for the demolition (which includes well capping and asbestos removal if necessary) at 6203 Rivlyn Avenue NW, a project that is deemed a high priority for our community; and

WHEREAS, the total requested funds from the Anoka County HRA for 6203 Rivlyn Avenue NW will be in the amount of $107,000 ($98,000 requested February 12, 2013 and $9,000 August 8, 2013).

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 $23,000 of its 2013 levy toward the demolition of 6710 Highway 10 NW and 6203 Rivlyn Avenue NW in 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 13th day of August, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 15.**

Meeting Date: 08/13/2013

Submitted For: Jo Thieling **By:** Jo Thieling, Administrative Services

Information

Title:

Adopt Resolution #13-08-135 Reaffirming Council Action of Approving Easement No. AW001b to Great River Energy on Lot 1, Block 1, Alpine Addition, City of Ramsey, Anoka County, Minnesota

Background:

At the June 25, 2013 Council meeting, Mark Riverblood presented a case asking Council to approve an easement to Great River Energy and to accept $14,000 for restoration of the area where they would have to clear trees. Council granted approval of the easement as well as accepted the restoration plan. Great River Energy approached Anoka County to record the easement and were told an easement cannot be recorded without action through a resolution. Therefore, staff drafted a resolution reaffirming the action Council took in approving the easement on June 25, 2013. Staff is requesting Council adopt this resolution, thereby allowing Great River Energy to be able to record the easement.

Council Action:

Motion for City Council to adopt resolution #13-08-135 reaffirming Council Action of Approving Easement No. AW001b to Great River Energy on Lot 1, Block 1, Alpine Addition, City of Ramsey, Anoka County, Minnesota

Attachments

Resolution Reaffirming Easement GRE

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/07/2013 12:25 PM
Kurt Ulrich	Jo Thieling	08/07/2013 01:31 PM
Form Started By: Jo Thieling		Started On: 08/07/2013 12:04 PM
Final Approval Date: 08/07/2013		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-08-135

RESOLUTION REAFFIRMING COUNCIL ACTION OF APPROVING EASEMENT NO. AW001b TO GREAT RIVER ENERGY ON LOT 1, BLOCK 1, ALPINE ADDITION, CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA

WHEREAS, 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; and

WHEREAS, prior to the conveyance of land to the City of Ramsey, Waste Management dedicated an easement for an electric transmission line on the west edge of what was to become Alpine Park, to the City of Anoka Municipal Utility; and

WHEREAS, recently, the Anoka Municipal Utility sold their transmission line to Great River Energy (GRE); and

WHEREAS, while the easement and infrastructure remain, GRE is in the process of securing easements with the current property owners along this transmission line – the City of Ramsey; and

WHEREAS, GRE will have to clear the easements of encroaching trees and have, therefore, agreed to a restoration plan for the park; and

WHEREAS, on June 25, 2013, the Ramsey City Council voted to approve Easement No. AW-001b to Great River Energy on Lot 1, Block 1, Alpine Addition, City of Ramsey, Anoka County, Minnesota; and

WHEREAS, the City Council must approve an easement via adoption of a resolution in order for the easement to be recordable, therefore, this resolution is affirmation of the action taken by the Ramsey City Council on June 25, 2013.

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 affirms by this resolution, the approval of an easement to Great River Energy on Lot 1, Block 1, Alpine Addition, City of Ramsey, Anoka County, as was approved by the City Council on June 25, 2013.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 13th day of August, 2013.

Mayor Sarah Strommen

ATTEST:

City Clerk Jo Ann M. Thieling

CC Regular Session **4. 16.**

Meeting Date: 08/13/2013

By: Diana Lund, Finance

Information

Title:

Report from the Finance Committee - July 16, 2013
1) Nominate Chair & V-Chair for Committtee - *Ratify recommendation of FC and appoint Councilmember Riley as Chair and Councilmember LeTourneau as V-Chair*
2) Review of 2012 Comprehensive Annual Financial Report - *Presented for Discussion*
3) 2014 Preliminary Budget Updates - *No Action Necessary*

Background:

Three items of business were presented to the Finance Committee:

Item #1: Nominate Chair for Finance Committee: The Finance Committee motioned for Chris Riley to be nominated as Chair and John LeTourneau as Vice Chair.

Item #2: Review of 2012 Comprehensive Annual Financial Report (CAFR): The Finance Committee discussed the report and the committee made recommendations of how they would like to see the data presented to the public in regard to the financial health of the city.

Item #3: 2014 Preliminary Budget Update: An update was given on where the city is in the 2014 budget process in regard to overall budgets, levy limits, and tax rates. Committee made the recommendation to have staff update the public at a future city council meeting on the overall budget process.

Recommendation:

Ratify the recommendations of the Finance Committee.

Council Action:

Ratify the recommendations of the Finance Committee.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/03/2013 12:00 PM
Form Started By: Diana Lund		Started On: 07/23/2013 03:32 PM
Final Approval Date: 08/03/2013		

CC Regular Session **4. 17.**

Meeting Date: 08/13/2013

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

Information

Title:

Report from Public Works Committee meeting date July 16, 2013.
1) Consideration of Permitting Fence Encroachments across Private Property Lines: *Ratify the recommendation of the Public Works Committee to change the City policy allowing fences to be extended across property lines. Full motion/report in case background.*
2) Consider Partial Vacation of Drainage and Utility Easement at 15069 Helium Street NW: *Ratify the recommendation of the Public Works Committee to approve Option 1 - Full motion/report in case background.*
3) Approve Plans and Specifications, and Joint Powers Agreement for the Mississippi River Trail: *Ratify the recommendation of the Public Works Committee to approve the plans and specifications and the JPA for the Mississippi River Trail.*
4) Cost Estimate for Pedestrian Crosswalk at Alpine Drive and Zirconium Street: *Ratify the recommendation of the Public Works Committee to install standard crosswalk signage 200 feet west of Zirconium Street to include 200 feet of aggregate trail on the north side of Alpine Drive and 225 feet of aggregate trail on the south side of Alpine Drive at a cost of $9,300.*
5) Recommend Shelter and Restroom for Riverdale Park – 2013 Capital Improvement: *Ratify the recommendation of the Public Works Committee to approve a not-to-exceed amount of $84,000 from the Park Trust Fund for Riverdale Park's shelter, restroom, and drinking fountain as presented within the 2013 Capital Improvement Plan.*
Committee/Staff Input: Discuss Request to Mow Portions of an Undeveloped Park – Shawn Acres: *ratify the consensus of the Public Works Committee and direct staff to mow the front portions of Shawn Acres Park on as-needed basis.*

Background:

The Public Works Committee held its regular meeting on July 16, 2013 and discussed the following cases.

5.01. Consideration of Permitting Fence Encroachments across Private Property Lines

City Engineer Westby reviewed the staff report, noting the City's policy requires landowners to install fences a foot or more inside their property line in areas where a potential infrastructure conflict exists. He advised of the City's current policy and displayed pictures depicting this situation. As a result, within the Ramsey Town Center 10th Addition, fences are staggered along rear property lines to avoid damaging an existing underground storm sewer system, resulting in the unintended consequence of creating remnant strips of land two or more feet in width between rear fence lines in which property owners are not able to easily maintain their properties so there are blight and nuisance issues. It was noted the resident's request is to extend their side lot line fencing across their rear property line to connect to their neighbor's fence, thereby allowing a shared common rear fence line that would eliminate the remnant strips of property between fences. Staff's recommends to change the policy to allow neighbors to extend fences across private property lines to connect to neighbor's fences contingent on language being added to the building fence permit to ensure that: City infrastructure will be protected during fence construction activities; access to City infrastructure will be maintained on an on-going basis; property owners will not lose property rights as related to adverse possession laws; and, property owners are reminded to obtain permission from neighbors via a written agreement.

Motion to recommend that the City Council change the City policy allowing fences to be extended across property

lines, contingent on the draft (building) fence permit language being reviewed and approved by the City Attorney and subsequently added to all (building) fence permits issued in the future, and to add a requirement for a written agreement between the property owners that is recorded, at the property owner's expense, for easements that include infrastructure.

5.02: Consider Partial Vacation of Drainage and Utility Easement at 15069 Helium Street NW

City Engineer Westby reviewed the staff report and stated staff, as directed by the Public Works Committee, again contacted the property owner to discuss options. Because the property owners were not responsive, staff visited the site and found the property owner had constructed a retaining wall roughly five feet off the property line; however, the property owners never received formal approval from the City to construct the retaining wall within the existing easement. City Engineer Westby presented four options for the Public Works Committee's consideration as detailed in the staff report. Staff recommends Option 1, direct staff to meet with the property owners on site to review the wall as constructed to confirm that it was constructed adequately and is located at least five feet off the property line. If staff finds that the wall was constructed adequately and is located at least five feet off the property line, direct staff to take no further action, in which event the City will retain a ten-foot drainage and utility easement along the south property line.

Motion to recommend City Council approve Option 1, direct staff to meet with the property owners on site to review the wall as constructed to confirm that it was constructed adequately and is located at least five feet off the property line. If staff finds that the wall was constructed adequately and is located at least five feet off the property line, direct staff to take no further action, in which event the City will retain a ten-foot drainage and utility easement along the south property line. In addition, the property owner will be required to pay for a building permit and construct the retaining wall to Code standards.

5.03: Approve Plans and Specifications, and Joint Powers Agreement for the Mississippi River Trail

Parks and Assistant Public Works Superintendent Riverblood reviewed the staff report and work with other units of government to promote and secure funding for regional trails including the Mississippi River Trail (MRT). He explained the purpose of this case is to approve both the Joint Powers Agreement (JPA) and the plans and specifications for the construction of the MRT between Mississippi West Regional Park in Ramsey and Mississippi Community Park in Anoka. He stated the funding for this trail will be apportioned as indicated in the Financial Summary and JPA with Ramsey's share being funded by the Park Trust Fund that has a present balance at year end 2012 in the amount of approximately $2.6 million. Ramsey's total costs are anticipated to be about $620,000 and this total will be reduced following reimbursement by Anoka County of $153,000, bringing an amended total project cost to an estimated $467,000. It was noted staff recommends approval of the plans and specifications and the JPA.

Motion to recommend that the City Council approve the plans and specifications and the JPA for the Mississippi River Trail.

5.04: Cost Estimate for Pedestrian Crosswalk at Alpine Drive and Zirconium Street

Public Works Superintendent Riemer noted the Committee had directed staff to look at the option of constructing the trail to the west instead of toward the main entrance to the east. Staff staked a trail on the south side of Alpine leading into the park and terminating near the picnic pavilion and dog park. A crosswalk would still be installed at the point 200 feet west of Zirconium Street and connected by a ten-foot crushed aggregate trail (limited use trail and to reduce cost). The cost for the basic crosswalk and trail with standard crosswalk signage with striping, four ADA approved pedestrian ramps/curb cuts; 50 tons of recycled material; and, labor/equipment to install trail is $9,300. If approved, funding would be from the Public Works Operating Budget.

Motion to recommend that the City Council accept staff recommendation to install standard crosswalk signage 200 feet west of Zirconium Street to include 200 feet of aggregate trail on the north side of Alpine Drive and 225 feet of aggregate trail on the south side of Alpine Drive at a cost of $9,300.

5.05: Recommend Shelter and Restroom for Riverdale Park – 2013 Capital Improvement

Parks and Assistant Public Works Superintendent Riverblood reviewed the staff report and past consideration relating to a shelter and restroom for Riverdale Park. In addition, this project had been included in a Federal trail grant application to gain a higher score. He described the appearance of the shelter and presented the recommendation of staff and the Park and Recreation Commission to approve the 2013 Capital Improvement as presented within the budget detail. The cost would be $84,000 and be funded from the Park Trust Fund.

Motion to recommend that the City Council approve a not-to-exceed amount of $84,000 from the Park Trust Fund for Riverdale Park's shelter, restroom, and drinking fountain as presented within the 2013 Capital Improvement Plan.

6.01: Discuss Request to Mow Portions of an Undeveloped Park – Shawn Acres

Parks and Assistant Public Works Superintendent Riverblood reviewed the staff report and described the impact from budget cuts, including reduction of areas to be mowed. He stated Shawn Acres gets little use; however, residents have asked the City to occasionally mow the front portion (near the street) of Shawn Acres Park. If approved, the funding source would be the Park Operating Budget. Staff recommends mowing on an as-needed basis.

The consensus of the Public Works Committee was to recommend that the City Council direct staff to mow the front portions of Shawn Acres Park on as-needed basis.

Recommendation:

Staff recommends ratifying the recommendation of the Public Works Committee.

Council Action:

Motion to ratify the recommendation of the Public Works Committee.

Attachments

Agenda

Form Review

Inbox	Reviewed By	Date
Bruce Westby	MaryJo Warner	08/06/2013 12:54 PM
Mary Jo Warner (Originator)	MaryJo Warner	08/06/2013 12:57 PM
Bruce Westby	Bruce Westby	08/07/2013 03:29 PM
Grant Riemer	Grant Riemer	08/07/2013 03:39 PM
Kurt Ulrich	Jo Thieling	08/07/2013 04:24 PM
Diana Lund	Diana Lund	08/08/2013 09:47 AM
Form Started By: MaryJo Warner		Started On: 07/25/2013 08:53 AM
Final Approval Date: 08/08/2013		

City of Ramsey
Agenda
Public Works Committee
Tuesday July 16, 2013
6:00 pm
Lake Itasca Room, 7550 Sunwood Drive NW

1. **Call to Order**

2. **Citizen Input**

3. **Approve Agenda**

4. **Approve Minutes**

1. Approve June 18, 2013 meeting minutes.

5. **Committee Business**

1. Consideration of Permitting Fence Encroachments across Private Property Lines

2. Consider Partial Vacation of Drainage and Utility Easement at 15069 Helium Street NW

3. Approve Plans and Specifications, and Joint Powers Agreement for the Mississippi River Trail

4. Cost Estimate for Pedestrian Crosswalk at Alpine Dr and Zirconium St

5. Recommend Shelter and Restroom for Riverdale Park – 2013 Capital Improvement

6. **Committee/Staff Input**

1. Discuss Request to Mow Portions of an Undeveloped Park - Shawn Acres

7. **Adjournment**

Public Works Committee **4. 1.**

Meeting Date: 07/16/2013

Submitted For: Grant Riemer By: MaryJo Warner, Engineering/Public Works

Title:

Approve June 18, 2013 meeting minutes.

Background:

The meeting minutes are attached for Committee review and approval.

Notification:

Observations/Alternatives:

Funding Source:

n/a

Staff Recommendation:

Action:

Motion to approve Public Works Committee meeting minutes dated June 18, 2013.

Attachments

Minutes

Form Review

Inbox	Reviewed By	Date
Bruce Westby	MaryJo Warner	07/10/2013 02:18 PM
Mary Jo Warner (Originator)	MaryJo Warner	07/10/2013 02:22 PM
Bruce Westby	Bruce Westby	07/11/2013 01:13 PM
Grant Riemer	Grant Riemer	07/11/2013 01:54 PM
Kurt Ulrich	Kurt Ulrich	07/11/2013 03:42 PM
Form Started By: MaryJo Warner		Started On: 07/10/2013 08:37 AM

Final Approval Date: 07/11/2013

PUBLIC WORKS COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Public Works Committee conducted a regular meeting on Tuesday, June 18, 2013 at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Randy Backous
Councilmember Mark Kuzma
Councilmember Chris Riley

Also Present: City Administrator Kurtis Ulrich
Public Works Superintendent Grant Riemer
City Engineer Bruce Westby

1. CALL TO ORDER

Chairperson Backous called the regular meeting of the Public Works Committee to order at 6:04 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

Motion by Councilmember Riley, seconded by Councilmember Kuzma, to approve the agenda, as presented.

Motion carried. Voting Yes: Chairperson Backous, Councilmembers Riley and Kuzma. Voting No: None.

4. APPROVE MINUTES

4.01: Approve May 21, 2013, Meeting Minutes

Motion by Councilmember Kuzma, seconded by Councilmember Riley, to approve the following minutes:

Regular Meeting Minutes dated May 21, 2013

Motion carried. Voting Yes: Chairperson Backous, Councilmembers Kuzma and Riley. Voting No: None.

5. COMMITTEE BUSINESS

5.01: Consider Stop Sign Request for 3-Way Stop at Tiger Street and 171st Avenue

Public Works Superintendent Riemer reviewed the staff report and resident petition requesting a three-way stop sign at Tiger Street and 171st Avenue. He reviewed the guidelines followed for stop sign installation and existing conditions, noting the speed limit had been reduced to 30 mph based on resident request. Public Works Superintendent Riemer stated the speed trailer was used at this location today and tracked 319 vehicles with an average speed of 29.35 mph, one minimum speed of 11 mph, and one maximum speed of 46 mph. He presented staff's recommendation to not install the requested three-way stop sign at Tiger Street and 171st Avenue due to low traffic volumes and above average sight distances at the intersection.

Chairperson Backous invited the public to make comment.

Jim Iler, 17110 Tiger Street, stated their main objective is to control the traffic and not necessarily a stop sign. He felt that traffic slowed when a speed trailer was in use so it was not a good indicator of typical traffic speed. In addition, it was used for only a short period of time today. Mr. Iler stated most traffic follows the rules but sometimes it is like a drag strip with speeding vehicles so he is concerned about the safety of his two children. He stated the neighborhood would like the 30 mph speed limit on Tiger Street enforced.

Public Works Superintendent Riemer explained that a stop sign is not used to control speed and studies have shown that if the stop sign is not warranted, drivers will ignore that traffic control so it adds more danger.

Larry Murney, 17211 Tiger Street, stated traffic does not obey the existing stop sign now. He felt the traffic report information was not complete as there had been a rollover with fatality a few years ago. At that time, the speed limit had been 50 mph and 55 mph and then the neighbors got it down to 30 mph. He stated it is a drag strip used by kids at 70 mph so something needs to be done.

Jessie Iler, 17110 Tiger Street, agreed that cars fly by and drivers use no common sense. She felt a stop sign or speed bump would require the drivers to slow down. She is also concerned with children having to cross to a school bus stop.

Mr. Murney stated in the past a Police Officer stopped speeding motorcycles and let the cars go by.

Chairperson Backous stated the Police Department enforces the speed limit and the City Council can ask the Police Chief how often they are in that area.

Mr. Iler stated he has not seen them ticketing traffic and since speeders are not there all the time, it may be difficult to catch them. He stated if they had lived next to a freeway they would acknowledge that but this is to be a 30 mph roadway.

Ms. Iler stated she does not want something to happen and noted this is no longer a County road.

Councilmember Riley stated there are rules in place that are not being enforced so instead of a stop sign that does not meet criteria, the City needs to address how to enforce the current speed limit through a combination of a speed sign and Police enforcement.

Mr. Iler asked about speed bumps.

Chairperson Backous stated they often cause drivers to speed up rather than slow down.

Public Works Superintendent Riemer agreed and stated the City has used them in the past and found they are not effective.

Councilmember Kuzma supported asking the Police Department to increase enforcement and to study the situation to determine if anything else can be done.

Mr. Iler stated it is used as a shortcut road by the neighborhood to the north.

Chairman Backous stated it may then be the same people causing the concern. He suggested determining the options that can be used, noting it would be prudent and cost effective to take the first step of enforcing the speed limit. Chairman Backous stated if the offenders are tagged, it may resolve the issue and then it can be followed up with monitoring. If the problem remains, other options should be considered.

Councilmember Riley agreed and stated he would like to hear back from the neighborhood whether it is effective.

Chairperson Backous stated it is his personal preference that residential neighborhoods have 15-20 mph roadways but that is not an option so he would support asking the Police Department to focus enforcement in this neighborhood.

City Administrator Ulrich stated he will inform the Police Chief of this request and, hopefully, the offenders can be ticketed and deterred.

Jeff Geldert, 14044 Dysprosium Street, stated from Thurston to Dysprosium it goes from 40 mph to 30 mph but when a Police car is parked in that area, traffic slows and then speeds again once the Police car is gone. He suggested using an unmarked Police vehicle.

City Administrator Ulrich stated if the goal is used to slow traffic, the City Engineer can address traffic calming options such as a curb bump out, colored concrete/asphalt, narrowing the roadway, or mid-block roundabout. He stated there are other solutions that could be vetted to determine if any are viable.

Chairperson Backous stated in Coon Rapids they addressed speeding traffic by installing two stop signs at "T" intersections and in that case, it worked. But, in this case, he supported taking a

first step of having Police Officers enforce the speed limit. He thanked the residents for bringing forward this concern to the Council so it can be rectified.

Motion by Councilmember Kuzma, seconded by Councilmember Riley, to recommend that the City Council not install the requested three-way stop sign at Tiger Street and 171st Avenue due to low traffic volumes and above average sight distances at the intersection and direct the Police Department to increase enforcement for three months followed by three months of monitoring, such as the speed trailer.

Motion carried. Voting Yes: Chairperson Backous, Councilmembers Kuzma and Riley. Voting No: None.

5.02: Consider Improvements to Crosswalk at Armstrong Boulevard and 161st Avenue

Public Works Superintendent Riemer reviewed the staff report and recommendation to extend the crosswalk on the west side and connect it to 161st Avenue. He stated a resident in the area asked the City to install solar powered flashing lights to the crosswalk that could be activated by pedestrians to warn them that the crosswalk was being actively used. Public Works Superintendent Riemer stated these systems are effective but cost $3,000 to $5,000 per location. In addition, this is a County maintained crosswalk so it would be their decision whether or not to invest in the lighting system.

Councilmember Kuzma asked about the funding source.

Public Works Superintendent Riemer stated the funding for the additional paving and culvert extension would be from the General Fund Budget, Cost Center 0311, and possible signage improvements could be covered by Anoka County Highway or General Fund Budget, Cost Center 0260. It was noted that staff recommends working with Anoka County to extend the pavement and culvert on the west side of Armstrong Boulevard to provide a paved surface for pedestrians to use and to leave the current crosswalk signage in place based on the low volume usage of the crosswalk on an average day.

Councilmember Riley noted that again with this case, there are rules in place and the issue is one of enforcement. He suggested a *Ramsey Resident* article reminding drivers of the need to yield for pedestrians and to ask Anoka County if the trail can be extended into its right-of-way. Councilmember Riley noted a flashing light would draw the driver's attention.

Chairperson Backous stated a *Ramsey Resident* article will not educate drivers from outside Ramsey. He stated he visited the area and found traffic was driving very fast. He noted Alpine Park has the same situation of cutting off residents from access and residents on the west side of Armstrong Boulevard should also be concerned with crossing, especially with children. Chairperson Backous agreed that a flashing light will get driver's attention and asked about funding.

Public Works Superintendent Riemer stated the recommended fund is budgeted $24,000 at the beginning of the year and used for all signage.

Chairperson Backous agreed the culvert needs to be extended because the crosswalk goes towards the ditch and pedestrians cannot get to the safety sign on the other side to access the light. He advocated for approaching Anoka County to fund the flashing lights.

Motion by Chairperson Backous, seconded by Councilmember Kuzma, to recommend that the City Council direct staff to work with Anoka County to extend the pavement and culvert on the west side of Armstrong Boulevard to provide a paved surface for pedestrians to use and pay for flashing lights, and to place an educational article in the *Ramsey Resident* reminding drivers of the need to yield for pedestrians.

Further discussion: Patrick Surma, 161st Avenue, thanked staff for placing additional pedestrian signs and Chairperson Backous for visiting the site to see the issue. He stated he thinks the traffic is traveling faster than 55 mph and that drivers have exhibited they do not care. Mr. Surma stated his fear that there will be a fatality if something is not done and described accidents that had already occurred. He presented pedestrian fatality statistics and stated he does not want to ever again see a child die.

Motion carried. Voting Yes: Chairperson Backous, Councilmembers Kuzma and Riley. Voting No: None.

5.03: Consider Request to Construct Retaining Wall in Drainage & Utility Easement

City Engineer Westby reviewed the staff report and presented the request of property owners at 15069 Helium Street NW to construct a modular block retaining wall along their east side lot line within the public drainage and utility easement. The residents believe their side yard has settled over time, resulting in a steeper side slope that is more difficult to maintain and provides less support for their home's foundation walls. City Engineer Westby described the current conditions that have resulted in soil erosion and ordinance prohibitions against constructing permanent structures (i.e., retaining walls) within such easements. He stated staff recommends the property owner's request be denied and to establish new turf on the site that will take root to prevent erosion. It was noted similar requests in the past have always been denied.

Councilmember Riley asked if it is the case that the resident thinks the retaining wall is on their property line; however, it is actually in a City easement where building a retaining wall is prohibited.

City Engineer Westby stated staff offered another option to relocate the retaining wall closer to the home, within five feet, and at the property line so it does not infringe on the City's right-of-way. However, in that location the retaining wall would need to be taller. He stated there are currently no utilities in this easement but the property to the east includes a stormwater holding basin and it could develop. If that occurred, private utilities could be installed through this easement

Chairperson Backous asked about the option of selling a five-foot easement strip to the property owner so the retaining wall would not have to be so high.

City Engineer Westby stated the existing wall would then have to be moved about five feet towards the house and would not have to be as tall as if located at the property line.

Chairperson Backous stated selling five feet of the easement may not impact the City, especially if the abutting property has a large stormwater pond.

City Engineer Westby agreed it should not cause an issue.

Councilmember Riley asked if the intent is to build a better retaining wall.

City Engineer Westby stated staff did explain how to construct a structural retaining wall.

Chairperson Backous suggested staff determine the cost for selling a five-foot easement strip so the property owner can determine if it is economically feasible. He noted that is an option that has not yet been explored and offers an option other than denying the request.

Councilmember Riley asked if staff had explained the need to establish sod to eliminate erosion.

City Engineer Westby answered in the affirmative. He stated staff will determine a cost and schedule this case for consideration at a future Public Works Committee meeting.

5.04: Review Condition of Dysprosium Street Boulevard and Future Maintenance Requirements

Public Works Superintendent Riemer reviewed the staff report and described the turf restoration that took place following the Dysprosium Street reconstruction. It was noted that while the sod was healthy in the spring of 2012, it started to decline over the summer months due to lack of rain and hot weather. The current price is $1.35 per square yard plus delivery costs (approximately $4,000); however, staff recommends replacement of sod between the curb and sidewalk only if an agreement can be reached with residents that they will maintain the sod once it is established.

Jeff Geldert, 14044 Dysprosium Street, stated he was unemployed when the sod was installed and does not think they used quality topsoil. He stated he had to unroll the sod and lay down two inches of black dirt over the sand and glass along with grass seed because the sod strips were not tightly laid. Mr. Geldert felt the problem was that good black top soil was not used.

Chairperson Backous stated the City had another project with this same problem because the black dirt was of poor quality containing rocks and glass. Because of that, the City changed its policy to address the quality of black dirt that is used on projects.

Darin Rorman, 14020 Dysprosium Street, stated the contractor did no prep work and laid the sod down over the sand, his flowerbed, and existing grass. Because of this, the sod had to be watered constantly. In addition, snow and salt is pushed onto the boulevard, making the sidewalk un-passable.

Chairperson Backous asked whether some of the sod damage from the sidewalk to the curb has been caused by road salt.

Public Works Superintendent Riemer agreed it caused some of the sod damage.

Mr. Rorman stated the V-Plow comes through after a couple days but it is after salt has been applied.

Councilmember Riley asked who owns the section between the sidewalk and street.

Public Works Superintendent Riemer stated it is City easement but the City does not mow that grass. He explained boulevards are maintained and mowed by the abutting resident. In addition, 26 trees are being replaced as they are dying and under warranty.

Mr. Rorman stated two of his trees were removed and replaced but both are very sickly with dead branches and not marked for replacement.

Chairperson Backous stated if two trees were removed, then the replacement trees should be under warranty and replaced at the same time. He stated concern that some residents indicated they have contacted staff numerous times but received no response. Chairperson Backous asked if the new tracking system would show whether that had occurred.

Public Works Superintendent Riemer stated the new tracking system was installed after this project.

Chairperson Backous stated he wants the City to always be responsive to resident's calls, questions, and concerns.

Mr. Rorman asked who will pay for the replacement of sod.

Chairperson Backous stated it will be paid by the residents of Ramsey.

Councilmember Riley noted the trees are covered under warranty so the contractor would pay for those costs.

Chairperson Backous stated there are waist-high boulevard weeds in this area and residents need to understand that the boulevard between the sidewalk and curb is the responsibility of the abutting resident. He noted that some resident's yards in this project area have plush and green grass and the contractor had used the same type of poor quality black dirt on those lots.

Mr. Rorman agreed that some yards have green grass and described the work he has done on his yard to kill the weeds.

Chairperson Backous stated the resident with the plush green grass may have been constantly watering and he agreed there is a problem with sod on other properties. He stated the sod may

not have taken the way it should have but he would not categorize this as a failed project. Chairperson Backous stated if the City pays to replace this sod, there has to be an agreement with residents to mow, weed, and water the sod and trees all the way to the curb. If not, this same problem will occur.

Mr. Rorman stated Anoka County has indicated their policy is to not place sod unless a sprinkling system is in place. Instead, Anoka County uses seed.

Chairperson Backous noted it takes more attention and watering to establish grass seed.

Mr. Rorman stated Century Link dug up the back area and that also needs to be sodded.

Chairperson Backous asked staff to also include that area.

Councilmember Riley stated there is consensus to put down black dirt and resod and he agreed with the need for residents to be responsible for watering it.

Chairperson Backous agreed and asked how the City can ensure that occurs.

Councilmember Riley suggested sending out a flyer to encourage residents to maintain the sod.

Chairperson Backous asked if the sod froze after being installed and could be under warranty.

Public Works Superintendent Riemer assured the Committee that the warranty on this sod has expired.

Mr. Geldert stated another issue that made it difficult was the watering ban.

Chairperson Backous noted a timer can be used to water during times that are not banned and new sod is exempt from that restriction. He asked if a letter could be sent to residents indicating the sod needs to be maintained or will be at their expense going forward.

Public Works Superintendent Riemer stated the recommendation was to replace sod between the sidewalk and curb.

Chairperson Backous felt there was a larger problem than that area, noting many yards have poor turf ten feet into their yard. He suggested replacement from the project line to the curb.

Public Works Superintendent Riemer noted it takes about 30 days to establish sod and asked if the City's watering truck should be used during that time to assure the sod is established, estimating it would cost $3,000 if it did not rain. He stated this is expensive for the City and the reason that residents need to take ownership to maintain their yards.

Motion by Councilmember Kuzma, seconded by Councilmember Riley, to recommend that the City Council approve replacement of sod between the original project line and curb, to have the City water the sod for the first 30 days, to send a letter to residents asking for their help to

maintain the sod and advising residents that new sod is exempt from the watering ban, and to use funding from the Street Maintenance Fund.

Further discussion: Public Works Superintendent Riemer reviewed the process for tree replacement. Chairperson Backous thanked residents for bringing this issue forward, participating in the discussion, and encouraged them to not hesitate to call City staff or Councilmembers if a problem occurs so it is properly addressed.

Motion carried. Voting Yes: Chairperson Backous, Councilmembers Kuzma and Riley. Voting No: None.

In consideration of audience members, the Public Works Committee agreed to next consider Case 5.06.

5.06: Consider Request for Use of Veterans Drive Right-of-Way Adjacent to 7700 Sunwood Drive for Outdoor Dog Area: Case of Residence at The COR

Public Works Superintendent Riemer reviewed the staff report and request from Residence at The COR to use the right-of-way boulevard area on the south side of Veterans Drive as an outdoor dog area for tenant's pets. Pet owners would be required to immediately remove pet waste and Residence at The COR would be responsible for constructing and maintaining the area. He noted the applicant has submitted a sketch drawing of the proposed improvements to landscaping. Public Works Superintendent Riemer stated if approved, a maintenance agreement would be recorded on Residence at The COR parcel to document specific maintenance obligations and process for City removal as necessary for maintenance, repair, or other improvements in the event of non-maintenance on the part of Residence at The COR. He presented three alternatives: Alternate 1 – Recommend the City Council approve the request subject to a maintenance agreement; Alternate 2 – Recommend the City Council approve the request on the north side of Sunwood Drive (Municipal Plaza); or, Alternate 3 – Recommend the City Council deny the request. Public Works Superintendent Riemer stated staff does not recommend Alternate 2 as the design and future construction of this area is undetermined and would be impacted by future construction. It was noted if the request is denied, residents would need to utilize other public land pursuant to current law or the private areas on site such as the center courtyard.

Motion by Councilmember Kuzma, seconded by Councilmember Riley, to recommend that the City Council approve use of a pet area on the south side of Veterans Drive for Residence at The COR subject to the owner making improvements, executing a Use and Maintenance Agreement, and securing the necessary right-of-way permit.

Further discussion: Jessica Fimon, Residents of The COR Property Manager, provided a picture of the trashcan that has been purchased to be placed across the street. She stated it would be picked up every day and she would like this approved so utilities can be located and the trashcan installed.

Motion carried. Voting Yes: Chairperson Backous, Councilmembers Kuzma and Riley. Voting No: None.

5.05: Review of Updated Costs for Reconstructing Andrie Street

City Engineer Westby reviewed the staff report, past consideration that resulted in not furthering the Andrie Street reconstruction, and renewed interest on the part of numerous area residents to reconstruct Andrie Street and 165th Lane but not to construct sidewalks. He explained that since plans and specifications were completed for this project in 2008, it could be moved forward quickly should the City Council so desire, unless assessments are to be used to fund part of the improvement. If that is the City Council's desire, the corresponding public process per State Statute 429 would need to be followed. It was noted that since 2008, a petition has not been received requesting improvements. City Engineer Westby presented three alternatives: Alternate 1 – Recommend the City Council direct staff to update the 2008 feasibility report based on the original 2008 street reconstruction design (excluding sidewalks); Alternate 2 – Recommend the City Council direct staff to revise the 2008 feasibility report to reflect the inclusion of on-road bicycle lanes, in place of sidewalks; or, Alternate 3 – Motion for other recommendation or to do nothing. He advised that the City's MSA account has been depleted and other funds are earmarked for the Riverdale project. City Engineer Westby stated if the City Council supports Alternatives 1 or 2, no funding would be committed at this time and the funding analysis can then be completed prior to finalizing the feasibility report updates.

Chairperson Backous asked if MSA could be used to fund part of Andrie Street.

City Engineer Westby explained the MSA formula used to determine funding, usually about 50%, not including things like utilities. He stated staff is asking whether it should update the feasibility report, which would be needed whether or not assessments are considered. City Engineer Westby noted by the time the feasibility report is completed, staff will have funding options ready to present to the Council for consideration.

Chairperson Backous stated he wants it clear that these residents would not be responsible for the full cost because MSA funds have been used for other projects.

City Administrator Ulrich stated properties can only be assessed up to the benefit to the property so the City will have to contribute something and in addition, it is an MSA street. He noted this project is over one mile, a big project, and the City needs to be consistent.

Chairperson Backous noted there is also a substantial cost for waiting three to four years to complete this project.

Councilmember Kuzma stated from his discussion with Andrie residents, he does not think they would support sidewalks but would support a bike path as a good alternative.

Chairperson Backous agreed there is need for a bike path.

City Engineer Westby stated with assessments, the Statute 429 process requires the City to assess a minimum of 20%. He noted if the Council wants to consider an on-road bicycle lane, it could be bid as an alternate so the cost is determined.

Councilmember Riley stated all agree that sidewalks should not be included so it no longer needs to be discussed. He felt a good alternative has been determined and supported bidding the bike lane as an alternate bid. Councilmember Riley asked when MSA funds will again be available.

City Engineer Westby stated MSA funds are several years out for accruing a positive balance.

City Administrator Ulrich stated the City had put MSA funds towards the Riverdale Extension and Dysprosium Street projects. He suggested staff determine when a positive MSA balance will be realized.

Councilmember Riley agreed this road needs to be reconstructed so it only makes sense to get a feasibility report.

Chairperson Backous asked about the road standard.

City Engineer Westby stated a 9-ton design is required for an MSA roadway.

Motion by Chairperson Backous, seconded by Councilmember Kuzma, to recommend that the City Council direct staff to update the 2008 feasibility report to reflect the inclusion of on-road bicycle lanes in place of sidewalks.

Motion carried. Voting Yes: Chairperson Backous, Councilmembers Kuzma and Riley. Voting No: None.

5.06: Consider Request for Use of Veterans Drive Right-of-Way Adjacent to 7700 Sunwood Drive for Outdoor Dog Area: Case of Residence at The COR

This case was considered prior to Case 5.05.

6. COMMITTEE / STAFF INPUT

Public Works Superintendent Riemer provided an update on several projects the Public Works Department has completed to clear views of a pond and address drainage of a Highway 47 culvert.

Councilmember Kuzma asked about the impact of garbage trucks from multiple companies on City streets.

Public Works Superintendent Riemer stated a legally loaded garbage truck equals 10,000 passenger vehicles as far as wear on the road. He stated garbage truck traffic is very hard on the City's streets and especially along the road's edge where the layer of bituminous may be thinner.

Chairperson Backous stated this has been discussed in the past and involves a discussion of free market.

Councilmember Kuzma asked about seeking bids to assure a competitive rate.

Chairperson Backous asked if it can be considered by Council Wards so more companies can be involved and the free market still exists. He noted, however, that it then dictates to residents that they must buy from that one company.

Councilmember Riley stated he would not support dictating to residents the company they must purchase trash service from.

Chairperson Backous stated another issue on Dysprosium Street is that residents place garbage carts right in the area of traffic.

Public Works Superintendent Riemer stated you see more of that on the south end by the four-plex units and staff has addressed it with Waste Management. He stated it is also causes an issue with snow removal.

Chairperson Backous stated residents may not know that the carts can be placed on the curb instead of into the street.

City Administrator Ulrich suggested that be mentioned in the letter that will be sent to residents about maintenance of sod.

With regard to future road reconstruction estimates, City Engineer Westby stated staff has prepared 13 different roadway scenarios, Citywide, and assigned each to different street segments to narrow down reconstruction costs over a 30 year period. That presentation will be made to the City Council and include discussion of available funding vehicles.

Chairperson Backous asked if the Interim Engineer had mentioned there was a change in bonding requirement and assessing at least 20%.

City Administrator Ulrich advised there is a provision for a five-year capital bond if it is within a Five Year CIP to not require assessments but it does require a unanimous vote of the City Council and would result in increased taxes. However, it would be outside the City's levy limits. He noted there is a need for sustainable funding for road reconstruction.

Chairperson Backous felt the assessment process wasted the City's money and that roadways were the responsibility of the entire City.

7. ADJOURNMENT

Motion by Councilmember Kuzma, seconded by Councilmember Riley, to adjourn the Public Works Committee meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 7:47 p.m.

Respectfully submitted,

_____
Grant Riemer
Public Works Superintendent

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

Public Works Committee **5. 1.**

Meeting Date: 07/16/2013

By: Bruce Westby, Engineering/Public Works

Title:

Consideration of Permitting Fence Encroachments across Private Property Lines

Background:

As discussed during the Public Works Committee meeting on May 21st, City policy currently requires landowner's to install fences a foot or more inside their property line in areas where a potential infrastructure conflict exists. An example of this situation exists within the Ramsey Town Center 10th Addition where fence lines are staggered along rear property lines to avoid damaging an existing underground storm sewer system. While this policy was developed to protect City infrastructure, it has had the unintended consequence of creating remnant strips of land two or more feet in width between rear fence lines in which property owners are not able to easily maintain their properties resulting in blight and nuisance issues. Attached are photos depicting this. In an effort to avoid this problem, some property owners have asked if they can extend their side lot line fencing across their rear property line to connect to their neighbor's fence, thereby allowing them to share a common rear fence line with their neighbor to eliminate the remnant strips of property between fences.

Notification:

No notifications are required for this case.

Observations/Alternatives:

Extending fences across private property lines for the purpose of connecting to a neighbor's fence is a civil matter and the city should neither deny nor promote such actions. Any property owner seeking to connect to a neighbor's fence should first request permission from their neighbor, but even if permission is obtained verbally City staff would recommend that a written agreement be executed between the neighbors. Upon direction by the Public Works Committee, staff could work with the City Attorney to draft an agreement template for use by the public for such purposes.

Regarding adverse possession concerns, City staff would recommend adding language to our (building) fence permit to notify the applicant of potential ramifications between private property owners as related to adverse possession law. Minnesota Statute 508.03 is attached for reference.

Funding Source:

The only city funds that will be expended as a result of this case will be for the City Attorney to review the draft permit language discussed below. Any language that is to be added to the (building) fence permit can easily be added by City staff.

Staff Recommendation:

Staff supports a policy change allowing neighbors to extend fences across private property lines to connect to neighbor's fences, contingent on language being added to the (building) fence permit to ensure that:

1. City infrastructure will be protected during fence construction activities;
2. Access to City infrastructure will be maintained on an on-going basis;
3. Property owners will not lose property rights as related to adverse possession laws; and,
4. Property owners are reminded to obtain permission from neighbors via a written agreement.

Below is the respective draft language that staff recommends adding to the (Building) fence permit for each of the four (4) contingencies outlined above.

1. “The property owner to whom this permit is issued must contact Gopher State One Call (on-line or by calling 811) at least two business days before constructing their fence. All fence posts and other below-ground hardware must be hand-dug when digging within 2-feet either side of a marked underground utility.”
2. “Continual access must be provided to all utilities throughout existing public drainage and utility (D&U) easements. Property owners on whose land the D&U easement exists will be responsible for all costs required to remove and replace the fencing as needed to provide access.”
3. “By law, adverse possession may be claimed by property owners that maintain another person’s property for a specified number of years. The permitted property owner must disclose this fact to any other private property owner whose land the fence will be installed on as a result of this permit. Any disagreement relating to the construction of the permitted fence on other private property must be settled as a civil matter. The City shall not be held liable for any resulting costs or legal ramifications resulting from the installation of the permitted fence.”
4. “The City recommends that the owners of all real property on which the permitted fence will be constructed should enter into a written agreement clearly defining the rights and responsibilities of all parties prior to constructing the fence.”

Action:

Motion to recommend a change in City policy allowing fences to be extended across property lines, contingent on the draft (building) fence permit language above being reviewed and approved by the City attorney and subsequently added to all (building) fence permits issued in the future.

Attachments

RTC10th Fence Pic1

RTC10th Fence Pic2

MS 508.03

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	07/11/2013 09:29 AM
Kurt Ulrich	Kurt Ulrich	07/11/2013 03:29 PM

Form Started By: Bruce Westby Started On: 07/03/2013 09:36 AM

Final Approval Date: 07/11/2013

NORTHSTAR FENCE
INC.
763-421-6150

508.03 APPLICATION.

An application for registration may be made by any of the following persons:

(1) the person or persons who singly or collectively own the land; tenants in common shall join in the application;

(2) the person or persons who singly or collectively have the power of disposing of the land;

(3) infants and other persons under disability, by their guardian duly appointed by the proper court in this state;

(4) a corporation, by its proper officer, or by an agent duly authorized by the board of directors;

(5) any executor, administrator or personal representative duly appointed by the proper court in this state;

(6) a municipal corporation, by its mayor and city clerk, in the case of a city, after a resolution passed by its city council so directing, and by the county auditor and chair of the county board, in the case of a county, after a resolution passed by its county board so directing;

(7) any person may make application when, for at least 15 years, the land has been in the adverse possession of the applicant or those through whom the applicant claims title;

(8) a partnership by one or more of its general partners;

(9) the state of Minnesota, by the county auditor and chair of the county board of the county in which the land is located, at the direction of the county board of such county, in the case of lands forfeited to the state for taxes, and held by it in trust for its taxing districts, or otherwise.

This provision is in addition to all other laws by which the state may register the title to land.

History: *(8249) RL s 3372; 1905 c 305 s 3; 1909 c 110 s 1; 1939 c 100 s 1; 1941 c 378 s 1; 1977 c 21 s 1; 1983 c 92 s 1; 1986 c 444*

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Public Works Committee **5. 2.**

Meeting Date: 07/16/2013

By: Bruce Westby, Engineering/Public Works

Title:

Consider Partial Vacation of Drainage and Utility Easement at 15069 Helium Street NW

Background:

As was discussed at the June 18th Public Works Committee, the property owners at 15069 Helium Street NW requested to be allowed to construct a modular block retaining wall along their south side lot line within the public drainage and utility (D&U) easement as they believe their side yard has been settling over time, resulting in a steep side slope that is difficult to maintain and reducing support for their home's foundation walls. The property owners therefore feel that the settling of the side yard is putting their home in danger and believe a retaining wall is necessary to protect their homes foundation.

As was also discussed with the Public Works Committee, City staff met with the property owners on their property to review and discuss the issue this spring. Upon visiting the property it was apparent, as can be seen in the attached pictures, that the property owners had already purchased and placed dozens of retaining wall blocks on the ground's surface along the bottom of the side slope along their south lot line. Staff also observed that their sod was in poor condition and had never fully taken root and was therefore allowing water to run into the seams and between the partially-dead sod mat and underlying soil. Therefore, whenever it rains the underlying soils become saturated and the dead and/or dying sod mats simply slide on top of the underlying soils. Staff therefore believes this issue could have simply been resolved by removing the dead and decaying sod and establishing new turf, either seed or sod, and watering it adequately until it becomes firmly rooted, which would be aided by the fact that the property owner plans to install an underground irrigation system this summer.

When visiting the site staff also informed the property owners that the city does not allow retaining walls to be constructed within D&U easements as the walls can limit a neighbor's use of their property due to altering drainage patterns, grades and elevations. D&U easements also allow private properties to be served by private and public utilities, but when a retaining wall is constructed over existing utilities it can impact the ability of the utilities to quickly and cost-effectively access and/or maintain their facilities. Plus, if a new utility needs to be installed where a retaining wall exists within the easement, installation costs are often higher and the increased costs are then passed on to all users of that utility.

Following discussion of this case on June 18th, the Public Works Committee directed staff to research costs related to vacating 5-feet of the existing 10-foot D&U easement, thereby still providing a standard 5-foot D&U easement along the property line. Staff was also directed to discuss with the property owner which course of action, i.e. constructing a wall outside the D&U easement versus constructing a wall 5-feet off the property line and paying a small fee for the vacated easement area, would be preferable to them. Staff was then to bring all relevant information back to a subsequent Public Works Committee meeting for further discussion.

Notification:

No notification is required as a result of this case.

Observations/Alternatives:

Though staff had informed the property owners that a case would be presented to the Public Works Committee on June 18th, the property owners did not attend. Staff therefore sent an email to the property owners summarizing the direction of the Public Works Committee but a response was never received. Staff therefore visited the property a couple of weeks later, only to find that a retaining wall had already been constructed roughly 5-feet off the property line. The exact distance between the wall and property line has not been confirmed, nor has the wall been inspected as to its adequacy of construction. The property owners therefore never received formal approval from the City to construct the retaining wall within the existing public D&U easement.

When staff first met with the property owners they were clearly notified that staff does not have the authority to relax or waive allowable uses within city easements so a case would need to be presented to the Public Works Committee on June 18th to seek their recommendation. Again, the property owners were invited to attend the meeting to present their concerns and request in person. Then, based on the recommendations of the Public Works Committee, the request could be forwarded to the City Council on June 25th, along with the recommendation of the Public Works Committee.

Staff has identified the following alternative actions as related to this item:
1. Direct staff to meet the property owners on site to review the wall as constructed to confirm that it was constructed adequately and is located at least 5-feet off the property line. If staff finds that the wall was constructed adequately and is located at least 5-feet off the property line, direct staff to take no further action, in which event the city will retain a 10-feet D&U easement along the south property line.
2. Direct staff to meet the property owners on site to review the wall as constructed to confirm that it was constructed adequately, to measure the area of encroachment within the drainage and utility easement, and to discuss payment for the associated D&U easement using a price per square foot as approved by the Public Works Committee. If the property owners accept the proposed cost for purchasing the associated easement area, direct staff to request that the City Council authorize vacating the associated easement area and to accept payment from the property owners for the vacated easement.
3. Direct staff to work with the property owner to remove the wall as constructed. Then, following removal of the wall, either restore the side slope and turf or install a retaining wall outside the 10-foot D&U easement and grade and restore turf in the D&U easement area per staff's direction.
4. Take no further action.

Funding Source:

No funds are anticipated to be expended in relation to this item. If alternative action 2 is approved, the associated funds will be collected.

Staff Recommendation:

Staff recommends that alternative action #1 be approved by the Public Works Committee since the wall has already been constructed. No matter which action is approved, staff intends to provide a letter to the property owner summarizing the chain of events and the responsibilities associated with the actions taken.

Action:

The Public Works Committee is asked to approve alternative action #1 for reasons stated herein.

Attachments

15069 Helium Ret Wall Pix

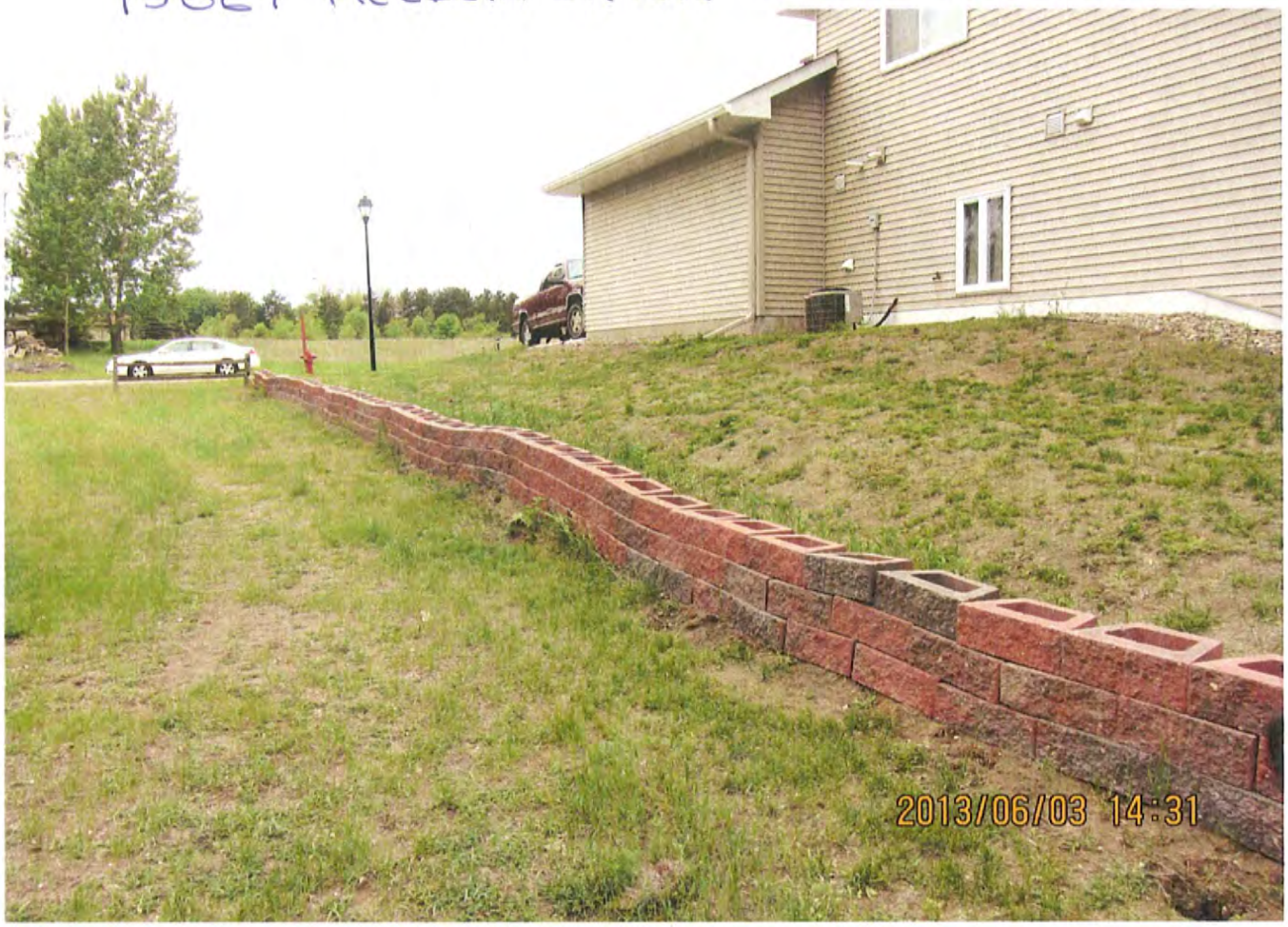
Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	07/11/2013 01:55 PM
Kurt Ulrich	Kurt Ulrich	07/11/2013 03:33 PM

Form Started By: Bruce Westby Started On: 07/03/2013 12:36 PM

Final Approval Date: 07/11/2013

15069 HELIUM ST. NW – PWC 6/18/13



Public Works Committee **5. 3.**

Meeting Date: 07/16/2013

By: Mark Riverblood, Engineering/Public Works

Title:

Approve Plans and Specifications, and Joint Powers Agreement for the Mississippi River Trail

Background:

For many years, the City of Ramsey has been working other units of government to promote and secure funding for regional trails including the Mississippi River Trail (MRT). This case represents the culmination of much of this effort, coordination, and collaboration.

The purpose of the case is to approve both the Joint Powers Agreement (JPA) and the Plans and Specifications for the construction of the MRT between Mississippi West Regional Park in Ramsey, and Mississippi Community Park in Anoka.

In terms of the process, following the anticipated recommendation from the Public Works Committee, both the JPA and the Plans and Specs would be placed on City Council's consent agenda for July 23rd, 2013, so as to authorize the formal bid letting process. Sealed bids would due on August 6th, 2013; with Ramsey City Council approving the bids by Resolution (for that trail work to occur within Ramsey's jurisdiction) on August 13th. A more detailed calender of key dates is contained within the attachment entitled 'MRT Schedule'.

Project costs are best explained within the attachment 'Financial Summary'. The details of jurisdictional responsibility as well as future reimbursement from Anoka County to the cities of Anoka and Ramsey are reviewed in the JPA attachment as well.

Notification:

Observations/Alternatives:

Funding Source:

Funding for this trail will be apportioned as indicated in the Financial Summary and Joint Powers Agreement. Ramsey's share will be funded by the Park Trust Fund which has a present balance in excess of $4 million dollars.

Ramsey's total costs are anticipated to be less than or equal to $620,000, (construction, plus administration and engineering as well as contingency). This total will be reduced following reimbursement by Anoka County of $153,000 (to Ramsey), bringing an amended total project cost to an estimated $467,000 for the Mississippi River Trail.

Staff Recommendation:

Staff recommends approval of the Plans and Specs, and the JPA.

Action:

Motion to recommend City Council approval of the Plans and Specifications, and the Joint Powers Agreement for the Mississippi River Trail.

Attachments

MRT Schedule

Financial Summary

MRT - middle section

MRT - west section

MRT - east section

Joint Powers Agreement

MRT Plans and Specs

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	07/11/2013 08:43 AM
Kurt Ulrich	Kurt Ulrich	07/11/2013 03:37 PM

Form Started By: Mark Riverblood Started On: 07/09/2013 01:40 PM

Final Approval Date: 07/11/2013

MISSISSIPPI RIVER TRAIL PROJECT
SCHEDULE

General Timeline

June 21, 2013	Draft JPA sent to City of Ramsey and Anoka County
July 1, 2013	City of Anoka Council – Approves Plans and Specs, Authorizes ad for bid, sets bids date, approves JPA
July 10, 2013	Ad to Anoka County Union
July 11, 2013	Ad to Finance & Commerce
July 12, 2013	Ad Appears in Anoka County Union and Finance & Commerce
July 15, 2013	City of Anoka Council – Approves JPA
July 18, 2013	Lower Rum River WMO Approval
July 19, 2013	2nd Appearance in Finance & Commerce
July 23, 2013	Ramsey City Council - Approves Plans and Specs, approves JPA
July 30, 2013	Pre-Bid Meeting (Anoka City Hall)
July 2013	Anoka County Board - Approves JPA (determine date)
August 6, 2013	Bids Received (City of Anoka City Hall, City Council Chambers 10:00AM)
August 9, 2013	MnDOT Concurrence with Bids
August 13, 2013	Ramsey City Council - Approves Bids
August 19, 2013	City of Anoka Council – Awards Construction Contract
September 3, 2013	Construction Begins
October 18, 2013	Milestone Date for Completion of Westerly Segment
September 30, 2014	Substantial Completion
June 30, 2015	Acceptance and Final Payment

April 30, 2013

MISSISSIPPI RIVER TRAIL PROJECT FINANCIAL SUMMARY

Total Project	$1,374,000	
Anoka	$754,000	(55%)
Ramsey	$620,000	(45%)

COSTS

	Total	**Anoka**	**Ramsey**
Construction	$946,000	$519,000	$427,000
10% Contingency	$95,000	$52,000	$43,000
Subtotal	$1,041,000	$571,000	$470,000
32% Administration	$333,000	$183,000	$150,000
TOTAL ESTIMATED COST	$1,374,000	$754,000	$620,000

FUNDING

	Total	**Anoka**	**Ramsey**
Federal Grant	$440,000	$242,000	$198,000
Anoka County	$340,000	$187,000	$153,000
City Funds	$594,000	$325,000	$269,000
TOTAL ESTIMATED FUNDS	$1,374,000	$754,000	$620,000

- Engineering/ Administration cost to be split 55%/45%
- Federal Grant and Anoka County funds to be split 55%/45%
- Anoka County funds will not be available until the County receives funding from the Metropolitan Council's Regional Park and Trail Grant Program. This is estimated to occur in 2016 or 2017.
- Costs based on "Project Cost and Financing Summary" document created by Bolton Menk dated March 29, 2013

CONNECT TO EXISTING TRAIL SYSTEM

PROPOSED 10' ON-ROAD BIKEWAY

RIVERDALE DR. N.W.

U.S. HIGHWAY 10

SUNFISH LAKE BOULEVARD NW

RIVERDALE PARK

EBONY STREET NW

GARNET STREET NW

DOLOMITE STREET NW

PROPOSED TRAIL (10' BITUMINOUS)

CONSTRUCTION LIMITS

137TH AVENUE N.W.

MISSISSIPPI RIVER

RIVERDALE DR. N.W.

TUNSTEN ST. N.W.

RIVLYN AVE. N.W.

PROPOSED 10' ON-ROAD BIKEWAY

PROPOSED SHARED LANE

LEGEND

- PROPOSED TRAIL
- EXISTING TRAIL
- PROPOSED STRIPED SHOULDER
- FLOOD PLAIN LIMITS
- WETLAND LIMITS
- CONSTRUCTION LIMITS
- BLUFF AREA
- VEGETATIVE BUFFER
- WETLANDS

0 300
SCALE FEET

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BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA

CITY OF ANOKA, MINNESOTA
KINGS ISLAND TRAIL PROJECT
CENTRAL SEGMENT

FEBRUARY, 2011 FIGURE NO. 2

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BOLTON & MENK, INC.
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WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA

CITY OF ANOKA, MINNESOTA
KINGS ISLAND TRAIL PROJECT
WEST SEGMENT

FEBRUARY, 2011 FIGURE NO. 1

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BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA

CITY OF ANOKA, MINNESOTA
KINGS ISLAND TRAIL PROJECT
EAST SEGMENT

FEBRUARY, 2011 FIGURE NO. 3

Anoka County Contract No. _____

JOINT POWERS AGREEMENT FOR CONSTRUCTION OF THE NATIONAL AND REGIONAL MISSISSIPPI RIVER TRAIL FROM THE MISSISSIPPI COMMUNITY PARK TO MISSISSIPPI WEST REGIONAL PARK (KING'S ISLAND)

This Joint Powers Agreement (JPA) is made and entered into this ____ day of _____, 2013, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County," and the cities of Anoka and Ramsey, municipal corporations under the laws of the State of Minnesota, 2015 First Avenue North, Anoka, Minnesota 55303, and 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, hereinafter referred to as the "City" or "Cities."

WITNESSETH

WHEREAS, access to parks, trails, and recreation areas, are essential to the quality of life, health and welfare of the Cities, the County, the region and the state's residents; and

WHEREAS, the landscape, natural resources and waters centered upon the Mississippi River are beautiful and inspiring to residents and tourists alike; and

WHEREAS, the Mississippi River Trail (MRT) is an existing and planned bicycle route that offers an opportunity for extraordinary adventure along the entire river from the Headwaters in Lake Itasca State Park in Minnesota to the Gulf of Mexico in Louisiana; and

WHEREAS, the MRT will generate additional economic activity within the trail corridor area businesses; and

WHEREAS, the Cities of Anoka and Ramsey have constructed and continue to maintain portions of the Metropolitan Council designated regional trail facilities ; and

WHEREAS, it is in each jurisdictions' interest to collaborate on regional trail facilities and continue to seek funding for shared trails for the benefit of local, County and Metropolitan area residents, and to attract tourists; and

WHEREAS, the Cities have acquired a Federal Transportation Grant of $380,204 for construction of a trail connecting Mississippi Community Park in Anoka to Mississippi West Regional Park in Ramsey; and

WHEREAS, Minnesota Statute § 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

Draft JPA

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED AS FOLLOWS:

I. PURPOSE

The parties have joined together for the purpose of constructing a segment of the Mississippi River Trail connecting the Mississippi Community Park and the existing regional trail at the east end of Mississippi West Regional Park. Further it is the intent of this JPA to provide for the planning, engineering, and capital costs, as a match to the Federal Transportation grant necessary to complete the project.

II. METHODS

A. Preliminary Planning / Approval

The Cities in consultation with Anoka County, have selected a consultant to provide for the planning, engineering, and construction administration for this project.

The Cities shall manage the grant process through the Metropolitan Council's Transportation Enhancement's program including, grant administration and project documentation for the purpose of seeking reimbursement for each respective City.

B. Design

The Cities shall be responsible for all engineering and design services and to prepare plans and specifications for the Project. Neither the City of Anoka or Ramsey shall go out for bids until such time as the County has approved, in writing, the plans and specifications for the Project.

C. Bidding / Construction

The City of Anoka and / or Ramsey shall do the calling for all bids and the acceptance of all bid proposals and shall cause the construction of the Project in conformance with the approved plans and specifications. After receipt of all necessary governmental approvals, the Cities of Anoka and Ramsey shall cause the commencement of the Project's construction.

III. COST ALLOCATION

A. The total costs of the work, including engineering and construction contracts, shall constitute the "Actual Project Costs" and shall be so referred to herein. Actual Project Costs shall not include City or County staff time, overhead, or any other costs that are not specifically part of a contract for services that is pre-approved in writing by the County. "Estimated Costs" are good faith projections of the costs which will be incurred for this Project.

Draft JPA

The Estimated Cost of the Project is $1,374,100.

B. The Actual Project Costs for this project, above the Federal Funding and Anoka County Contribution, will be split between the City of Anoka and City of Ramsey using a percentage split with 55% of said costs being assigned to the City of Anoka and 45% being assigned to the City of Ramsey. This cost split is based on the "Project Cost and Financing Summary document created by Bolton Menk dated March 29, 2013 and is summarized as Exhibit A of this document. These percentages were determined by assigning the estimated project cost east of the center of the westerly bridge to the City of Anoka and the estimated project cost west of the center of the westerly bridge to the City of Ramsey.

C. The City of Anoka has been named the project manger of this project. As such, the City of Anoka will apply for the available Metropolitan Council federal Transportation Enhancement Grant funds, estimated to be $440,100 and allocate said funds to the overall total project cost. Funding obligations not covered by the federal funds will be paid for by the City of Anoka. The City of Anoka will then invoice the City of Ramsey their funding obligation based on the percentages described in paragraph III. B.

D. The County shall not be required to pay for any of the Actual Project Costs until such time as the County receives funding from the Metropolitan Council's Regional Park and Trail grant program.

E. At the time the County receives funding from the Metropolitan Council's Regional Park and Trail grant program, the County agrees to reimburse the Cities for part of the Actual Project Costs in an amount not to exceed $340,000 if the Actual Project Costs equal or exceed $1,026,070. If the Actual Project Cost is less than $1,026,070, the County agrees to reimburse the difference between the Actual Project Costs less the amount of $686,070. In no case shall the County's obligation to reimburse the Cities for the Actual Project Costs exceed $340,000.

F. Upon receipt of County reimbursement funds, the City of Anoka will receive 55% of said reimbursement funds and the City of Ramsey will receive 45%.

IV. TERM

This Agreement shall continue in force until such time as the Transportation Enhancement funding grant is 'open' and shall sunset upon the closure of this grant by the Metropolitan Council or closure of the reimbursement by Anoka County of the Anoka County procured grant, whichever is later, and concurrence by the parties named within this JPA.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the City(ies) pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

Draft JPA

All contracts let and purchases made pursuant to this Agreement shall be made by the two Cities in conformance to State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

VIII. OWNERSHIP OF IMPROVEMENTS

All improvements constructed as a part of the Project shall be owned by the jurisdiction within which such infrastructure shall be positioned or affixed, subject to terms of the Federal funding.

IX. MAINTENANCE OF IMPROVEMENTS

Each City shall maintain that portion of the trail segment funded by the Transportation Enhancement grant for the MRT, and located within its jurisdiction, for 20 years or greater; provided, however, that the Cities shall share equally the maintenance responsibilities and costs associated with the westerly bridge located between the Cities.

X. COUNTY REIMBURSEMENT FOR COUNTY SHARE OF PROJECT

The County shall actively seek grant funds from the Metropolitan Council's Regional Park and Trail grant program to reimburse the City of Anoka for the County's portion of the cost to construct the Project; provided that reimbursement shall be made only at such time and to the extent that the County receives fully executed grant agreements from the Metropolitan Council and successfully submits documentation for, and receives reimbursement of, approved grant funds.

XI. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue North, Anoka, Minnesota55303, on behalf of the County, the City Administrator of Anoka, 2015 First Avenue North, Anoka, Minnesota, 55303, and the City Administrator of Ramsey, 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, on behalf of each respective City.

XII. INDEMNIFICATION

The Cities and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

Draft JPA

XIII. ENTIRE AGREEMENT REQUIREMENT OF WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By:_____

Rhonda Sivarajah
Chair; County Board of Commissioners

Dated: _____

ATTEST

By: _____

Jerry Soma
County Administrator

Dated: _____

CITY OF ANOKA

By:_____

Phil Rice
Mayor

Dated: _____

ATTEST

By: _____

Tim Cruikshank
City Manager

Dated: _____

CITY OF RAMSEY

By:_____

Sarah Strommen
Mayor

Dated: _____

By: _____

Kurt Ulrich
City Administrator

Dated: _____

Draft JPA

APPROVED AS TO FORM

By:_____
Dan Klint
Assistant County Attorney

Dated: _____

By: _____
Scott Baumgartner
City Attorney

Dated: _____

By: _____
_____
City Attorney

Dated: _____

Draft JPA

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF RAMSEY/CITY OF ANOKA
ANOKA COUNTY, MINNESOTA
MISSISSIPPI RIVER TRAIL

CONSTRUCTION PLAN FOR: GRADING, BITUMINOUS TRAIL, BRIDGES, PEDESTRIAN RAMPS, RETAINING WALLS, SIGNAGE, PAVEMENT STRIPING AND MARKINGS

LOCATED ON	MISSISSIPPI WEST REGIONAL PARK	FROM	1000' WEST OF TRAPROCK ST	TO	RIVERDALE DR
LOCATED ON	RIVERDALE DR, TUNGSTEN ST, RIVLYN AVE	FROM	FELDSPAR ST	TO	KINGS ISLAND
LOCATED ON	KINGS ISLAND	FROM	RIVLYN AVE	TO	MISSISSIPPI RIVER COMMUNITY PARK

BIKE TRAIL DESIGN DESIGNATION — OFF-ROAD TRAIL

STA. 0+00.00 TO STA. 30+30+49.09
STA. 112+73.65 TO STA. 133+80.74
STA. 205+38.00 TO STA. 234+66.33

FUNCTIONAL CLASSIFICATION	BIKE TRAIL
DESIGN SPEED	20 MPH

DESIGN SPEED FOR BIKEWAY BASED ON STOPPING SIGHT DISTANCE:
HEIGHT OF EYE = 4.5 FT
HEIGHT OF OBJECT = 0 FT

BIKE TRAIL DESIGN DESIGNATION — ON-ROAD TRAIL

RIVERDALE DRIVE: STA. 100+00.00 TO STA. 112+73.65
RIVERDALE DRIVE: STA. 133+80.74 TO STA. 141+79.12

FUNCTIONAL CLASSIFICATION	LOCAL
DESIGN SPEED	35 MPH
ADT	810
BIKEWAY DESIGN	6 FT BICYCLE LANE

BIKE TRAIL DESIGN DESIGNATION — ON-ROAD TRAIL

TUNGSTEN STREET: STA. 141+79.12 TO STA. 145+58.63
RIVLYN AVENUE: STA. 145+58.63 TO STA. 151+08.21

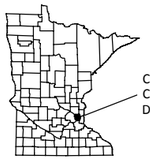
FUNCTIONAL CLASSIFICATION	LOCAL
DESIGN SPEED	30 MPH
ADT	315
BIKEWAY DESIGN	14.50 FT SHARED LANE

TYPICAL PLAN SCALE UNLESS OTHERWISE NOTED:

0 50 100
Horizontal Scale In Feet

0 10 20
Vertical Scale In Feet

PROJECT LOCATION



CITY: RAMSEY/ANOKA
COUNTY: ANOKA
DISTRICT: METRO

WEST TRAIL (OFF-ROAD) (SP 103-090-003)

GROSS LENGTH	3049.09	FEET	0.577	MILES
BRIDGE LENGTH	0	FEET	0	MILES
EXCEPTION LENGTH	0	FEET	0	MILES
NET LENGTH	3049.09	FEET	0.577	MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED TRAIL ALIGNMENT

CENTRAL TRAIL (ON-ROAD) (SP 103-090-003)

GROSS LENGTH	3001.12	FEET	.568	MILES
BRIDGE LENGTH	0	FEET	0	MILES
EXCEPTION LENGTH	0	FEET	0	MILES
NET LENGTH	3001.12	FEET	.568	MILES

LENGTH AND DESCRIPTION BASED UPON EXISTING STREET ALIGNMENT

CENTRAL TRAIL (OFF-ROAD) (SP 103-090-003)

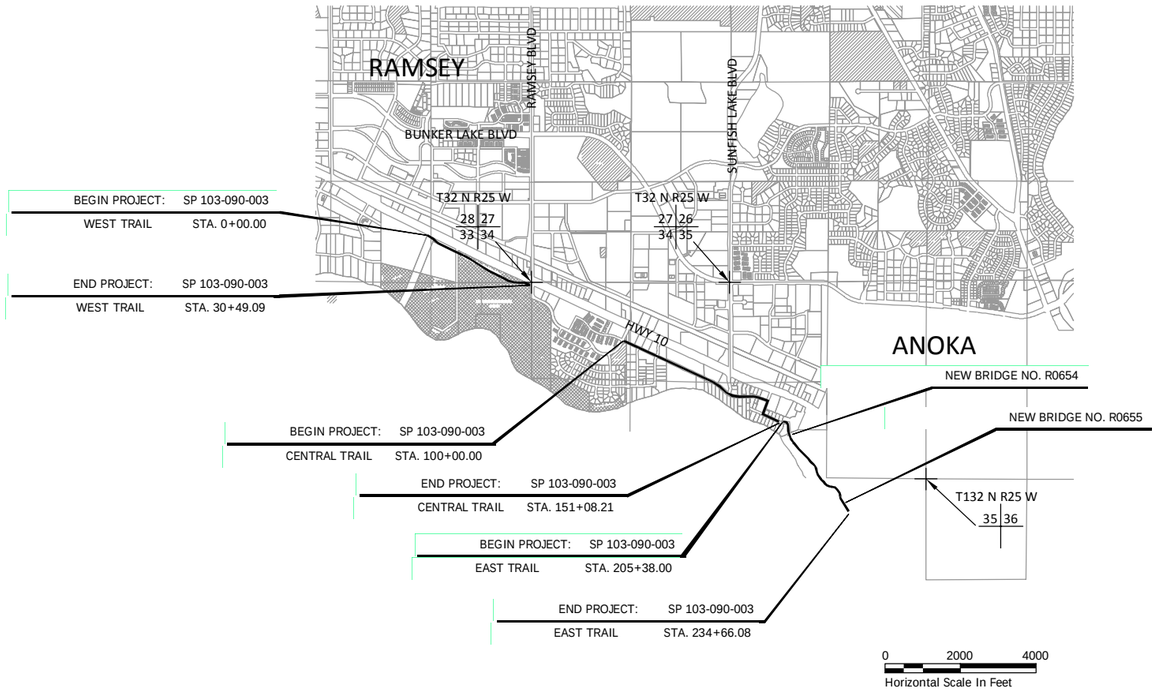
GROSS LENGTH	2107.09	FEET	.399	MILES
BRIDGE LENGTH	0	FEET	0	MILES
EXCEPTION LENGTH	0	FEET	0	MILES
NET LENGTH	2107.09	FEET	.399	MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED TRAIL ALIGNMENT

EAST TRAIL (OFF-ROAD) (SP 103-090-003)

GROSS LENGTH	2928.08	FEET	.555	MILES
BRIDGE LENGTH	100	FEET	.019	MILES
EXCEPTION LENGTH	0	FEET	0	MILES
NET LENGTH	3028.08	FEET	.574	MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED TRAIL ALIGNMENT



VICINITY MAP

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THE UTILITY QUALITY LEVELS IN THIS PLAN WERE DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

MINNESOTA PROJECT NUMBER: TA 0213(156)

--- GOVERNING SPECIFICATIONS ---
THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE WITH THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND PART VI, "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL DEVICES.

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	LEGEND
3	QUANTITY TABULATIONS
4-5	CONSTRUCTION DETAILS
6	INTERPRETIVE SIGN DETAIL
7-11	PEDESTRIAN CURB RAMP DETAILS
12-14	ALIGNMENT TABULATION
15	TYPICAL SECTIONS
16-20	STORM WATER POLLUTION PREVENTION PLAN
21-24	REMOVALS
25-27	WEST TRAIL (OFF-ROAD) PLAN & PROFILE
28-31	CENTRAL TRAIL (OFF-ROAD/ON-ROAD) PLAN & PROFILE
32-34	EAST TRAIL (OFF-ROAD) PLAN & PROFILE
35-36	EAST TRAIL (OFF-ROAD) BRIDGE GRADING DETAILS
37-38	PEDESTRIAN RAMP DETAIL
39-46	WEST TRAIL (OFF-ROAD) CROSS SECTIONS
47-48	CENTRAL TRAIL (OFF-ROAD) CROSS SECTIONS
49-53	EAST TRAIL (OFF-ROAD) CROSS SECTIONS
B1-B32	BRIDGE PLANS

THIS PLAN SET CONTAINS 85 SHEETS.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

KEVIN P. KIELB LIC. NO. _____ DATE _____

APPROVED: _____ DATE _____
CITY ENGINEER, CITY OF RAMSEY

APPROVED: _____ DATE _____
CITY ENGINEER, CITY OF ANOKA

APPROVED: _____ DATE _____
COUNTY ENGINEER, ANOKA COUNTY

RECOMMENDED FOR APPROVAL: _____ DATE _____
STATE BRIDGE ENGINEER

_____ DATE _____
DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE AND FEDERAL AID RULES/POLICY

_____ DATE _____
STATE AID ENGINEER: APPROVED FOR STATE AND FEDERAL AID FUNDING: STATE AID ENGINEER

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, OF THIS PLAN WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

..... LIC. NO. ..... DATE .....
PRINTED NAME HERE

DESIGNED	KPK/AK
DRAWN	AK
CHECKED	KPK

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
TITLE SHEET
SP 103-090-003

SHEET 1 OF 53

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EXISTING TOPOGRAPHIC SYMBOLS

- STORM SEWER APRON
- **BASKETBALL POST**
- BARRICADE PERMANENT
- BENCH
- BOOSTER STATION
- BUILDING LOWEST OPENING
- BURIAL CONTROL MONUMENT
- BUSH DECIDUOUS
- CATCH BASIN BEEHIVE
- CURB BOX
- CATCH BASIN
- COLUMN
- CONTROL BOX SIGNAL
- CLEAN OUT (SEWER)
- CULVERT END
- DRINKING FOUNTAIN
- ENERGY DISSIPATER
- FLAG POLE
- FUEL PUMP
- GUY WIRE
- GRILL
- HANDICAP SPACE
- HANDHOLE
- FIRE HYDRANT
- HYDRANT PVMNT MARKER (REFLECTOR)
- HYDRANT VALVE
- INLET (SMALL DIA.)
- LIFT STATION CONTROL PANEL
- LIFT STATION DRY WELL
- LIFT STATION WET WELL
- LIGHT YARD
- LOOP DETECTOR
- MAIL BOX
- MAIL RELAY BOX
- MANHOLE-AIR RELEASE
- MANHOLE-HEAT
- MANHOLE-GAS
- MANHOLE-POWER
- MANHOLE-SANITARY SEWER
- MANHOLE-STORM SEWER
- MANHOLE-COMMUNICATIONS
- MANHOLE-UNKNOWN
- MANHOLE-WATER
- METER POWER
- METER GAS
- ORDINARY HIGH WATER MARK
- OUTLET CONTROL STRUCTURE
- PARKING METER
- PEDESTRIAN PUSH BUTTON
- PEDESTAL POWER
- PEDESTAL CATV
- PEDESTAL COMMUNICATIONS
- POST INDICATOR VALVE
- POLE-COMMUNICATIONS
- POLE-GUY
- POLE-LIGHT
- POLE-POWER
- POLE-UTILITY
- POLE-UTILITY SERVICE
- POST
- PROPANE TANK
- PICNIC TABLE
- SAMPLING WELL
- ROCK
- RR SIGNAL CONTROL BOX
- RR CROSSING GATE
- RR SIGNAL
- REGULATION STATION GAS
- SATELLITE DISH
- SEPTIC TANK
- SEPTIC VENT
- SEPTIC DRAIN FIELD
- SIGN
- SOIL BORING
- STAND PIPE GAS
- SPIGOT WATER
- SPRINKLER HEAD
- SPRINKLER VALVE BOX
- STUMP
- SERVICE-GAS POINT ON LINE
- SERVICE-SANITARY SEWER POINT ON LINE
- SERVICE-STORM SEWER POINT ON LINE
- SERVICE-WATER POINT ON LINE
- TELEPHONE BOOTH
- TRANSMISSION TOWER ELECTRIC
- TEST PIT LOC
- TRANSFORMER POWER
- TREE DEAD
- TREE-CONIFEROUS
- TREE-DECIDUOUS
- TREE-FRUIT
- TRASH CAN
- TRAFFIC SIGNAL
- VALVE GAS
- VALVE
- VENT GAS
- WATER REDUCER
- WETLAND
- WELL-MONITORING
- WELL-WATER

SURVEY SYMBOLS

- AERIAL CONTROL POINT
- BACKSIGHT CONTROL POINT
- GPS CONTROL POINT
- JUDICIAL LAND MONUMENT
- MONUMENT COMPUTED
- MONUMENT IRON FOUND
- MONUMENT IRON SET
- RESECTED POINT
- ROW MONUMENT
- ROW MARKER POST
- SECTION CORNER
- TRAVERSE CONTROL POINT
- BENCH MARK LOCATION

PROPOSED TOPOGRAPHIC SYMBOLS

- BOLLARD
- SANITARY CLEANOUT
- MANHOLE
- SANITARY OR STORM LIFT STATION
- STORM SEWER BEEHIVE CATCH BASIN
- STORM SEWER CATCH BASIN
- STORM SEWER FLARED END SECTION
- STORM SEWER OUTLET STRUCTURE
- STORM SEWER OVERFLOW STRUCTURE
- CURB BOX
- FIRE HYDRANT
- WATER REDUCER
- VALVE
- RIP RAP
- DRAINAGE FLOW
- PEDESTRIAN RAMP

EXISTING PRIVATE UTILITY LINES

- CTV-D / CTV-D / CTV-D — CABLE TV QUALITY LEVEL D
- CTV-C / CTV-C / CTV-C — CABLE TV QUALITY LEVEL C
- CTV-B / CTV-B / CTV-B — CABLE TV QUALITY LEVEL B
- CTV-A / CTV-A / CTV-A — CABLE TV QUALITY LEVEL A
- FO-D / FO-D / FO-D — FIBER OPTIC QUALITY LEVEL D FIBER
- FO-C / FO-C / FO-C — OPTIC QUALITY LEVEL C FIBER OPTIC
- FO-B / FO-B / FO-B — QUALITY LEVEL B FIBER OPTIC
- FO-A / FO-A / FO-A — QUALITY LEVEL A
- E-D / E-D / E-D — POWER QUALITY LEVEL D
- E-C / E-C / E-C — POWER QUALITY LEVEL C
- E-B / E-B / E-B — POWER QUALITY LEVEL B
- E-A / E-A / E-A — POWER QUALITY LEVEL A
- G-D / G-D / G-D — GAS QUALITY LEVEL D
- G-C / G-C / G-C — GAS QUALITY LEVEL C
- G-B / G-B / G-B — GAS QUALITY LEVEL B
- G-A / G-A / G-A — GAS QUALITY LEVEL A
- C-D / C-D / C-D — COMMUNICATION QUALITY LEVEL D
- C-C / C-C / C-C — COMMUNICATION QUALITY LEVEL C
- C-B / C-B / C-B — COMMUNICATION QUALITY LEVEL B
- C-A / C-A / C-A — COMMUNICATION QUALITY LEVEL A
- OHP / OHP / OHP — OVERHEAD POWER
- OHC / OHC / OHC — OVERHEAD COMMUNICATION
- OHU / OHU / OHU — OVERHEAD UTILITIES

EXISTING TOPOGRAPHIC LINES

- RETAINING WALL
- FENCE - BARBED WIRE
- FENCE - CHAIN LINK
- FENCE - DECORATIVE
- FENCE - STOCKADE
- FENCE - WOOD
- FENCE - ELECTRIC
- GUARD RAIL
- TREE LINE
- WETLAND

SURVEY LINES

- BOUNDARY
- CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- FLOOD PLAIN BOUNDARY
- EXISTING LOT LINE
- PROPOSED LOT LINE
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- SETBACK LINE
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE

EXISTING UTILITY LINES

- FM / FM / FM — FORCE MAIN
- SANITARY SEWER
- SANITARY SERVICE
- STORM SEWER
- WATER MAIN
- WATER SERVICE

PROPOSED UTILITY LINES

- FM / FM / FM — FORCE MAIN
- SANITARY SEWER
- SANITARY SERVICE
- STORM SEWER DRAINTILE
- STORM SEWER
- WATER MAIN
- WATER SERVICE
- PIPE CASING

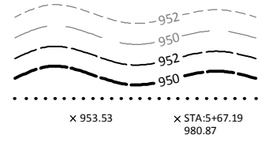
FUTURE UTILITY LINES

- FM / FM / FM — FORCE MAIN
- SANITARY SEWER
- SANITARY SERVICE
- STORM SEWER DRAINTILE
- STORM SEWER
- WATER MAIN
- WATER SERVICE
- PIPE CASING

CONCRETE CURB AND GUTTER

- EXISTING
- PROPOSED
- FUTURE
- DEMOLITION

GRADING INFORMATION



- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- PROPOSED GRADING LIMITS / SLOPE LIMITS
- PROPOSED SPOT ELEVATION

1:4 — RISE:RUN (SLOPE)

ABBREVIATIONS

AD	ALGEBRAIC DIFFERENCE
BV	BUTTERFLY VALVE
BVCE	BEGIN VERTICAL CURVE ELEVATION
BVCS	BEGIN VERTICAL CURVE STATION
℄	CENTER LINE
CL.	CLASS
CMP	CORRUGATED METAL PIPE
C.O.	CHANGE ORDER
DIP	DUCTILE IRON PIPE
EL/ELEV	ELEVATION
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EX	EXISTING
FES	FLARED END SECTION
F/F	FACE TO FACE
FM	FORCE MAIN
F.O.	FIELD ORDER
GV	GATE VALVE
HP	HIGH POINT
HWL	HIGH WATER LEVEL
INV	INVERT
K	CURVE COEFFICIENT
LP	LOW POINT
MH	MANHOLE (SANITARY)
NTS	NOT TO SCALE
NWL	NORMAL WATER LEVEL
PC	POINT OF CURVE
PCC	COMPOUND CURVE
PI	POINT OF INTERSECTION
ℙ	PROPERTY LINE
PPVC	PERFORATED POLYVINYL CHLORIDE PIPE
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENT
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
SS	STORM SEWER STRUCTURE
STA	STATION
TCE	TEMPORARY CONSTRUCTION EASEMENT
TNH	TOP NUT HYDRANT
TYP	TYPICAL
VC	VERTICAL CURVE
WM	WATER MAIN

HATCH PATTERNS

- HEAVY DUTY BITUMINOUS
- SAND
- BITUMINOUS
- BEDROCK
- CONCRETE
- GROUND
- GRAVEL

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ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
LEGEND
SP 103-090-003

SHEET 2 OF 53

A	STATEMENT OF ESTIMATED QUANTITIES				
ITEM NO.	ID NO.	ITEM	UNIT	PARTICIPATING	TOTAL BID QUANTITY
1	2021.501	MOBILIZATION	LUMP SUM	1	1
2	2101.502	CLEARING	EACH	289	289
3	2101.507	GRUBBING	EACH	289	289
4	2101.610	TREE TRIMMING	HOUR	3	3
5	2102.501	PAVEMENT MARKING REMOVAL	LIN FT	7150	7150
6	2104.501	REMOVE CURB AND GUTTER	LIN FT	325	325
7	2104.501	REMOVE FENCE	LIN FT	120	120
8	2104.501	REMOVE PIPE SEWERS	LIN FT	31	31
9	2104.509	REMOVE PIPE APRON	EACH	2	2
10	2104.602	RELOCATE STREET LIGHT	EACH	1	1
11	2105.501	COMMON EXCAVATION (EV) (P)	CU YD	5160	5160
12	2105.521	GRANULAR BORROW (LV)	CU YD	3326	3326
13	2105.525	TOPSOIL BORROW (LV)	CU YD	2434	2434
14	2211.501	AGGREGATE BASE CLASS 5	TON	3230	3230
15	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) [SPWEA240B]	TON	1430	1430
16	2360.505	TYPE SP 9.5 BITUMINOUS MIXTURE FOR PATCHING [SPWEA240B]	TON	16	16
17	2504.602	RELOCATE HYRDANT	EACH	1	1
18	2531.501	CONCRETE CURB & GUTTER	LIN FT	325	325
19	2531.618	PEDESTRAIN CURB RAMP	SQ FT	1300	1300
20	2531.618	TRUNCATED DOMES	SQ FT	260	260
21	2540.602	INTERPRETIVE SIGN	EACH	2	2
22	2557.602	FENCE POST	EACH	2	2
23	2563.601	TRAFFIC CONTROL	LUMP SUM	1	1
24	2564.531	SIGN PANELS TYPE C	SQ FT	191.5	191.5
25	2564.537	INSTALL SIGN TYPE C	EACH	59	59
26	2564.602	RELOCATE SIGN	EACH	5	5
27	2573.502	SILT FENCE, TYPE PREASSEMBLED	LIN FT	7150	7150
28	2573.530	STORM DRAIN INLET PROTECTION	EACH	12	12
29	2575.501	SEEDING	ACRE	3.2	3.2
30	2575.502	SEED MIXTURE 240	POUND	241	241
31	2575.505	SODDING TYPE LAWN	SQ YD	2850	2850
32	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ YD	15250	15250
33	2575.531	FERTILIZER TYPE 3	TON	0.64	0.64
34	2582.501	PAVEMENT MESSAGE (BIKE SYMBOL) EPOXY	EACH	10	10
35	2582.501	PAVEMENT MESSAGE (BIKE LANE ARROW) EPOXY	EACH	10	10
36	2582.501	PAVEMENT MESSAGE (LANE) EPOXY	EACH	10	10
37	2582.502	4" SOLID LINE WHITE - EPOXY	LIN FT	9740	9740
38	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LIN FT	3900	3900
39	2582.503	CROSSWALK MARKING - EPOXY	SQ FT	1010	1010

BASIS FOR QUANTITIES	
MATERIAL	CONVERSION FACTORS
BITUMINOUS MIXTURE	110 LBS/SY-IN
AGGREGATE BASE CLASS 5	1.8225 TONS/CY
SEED MIXTURE 240	75 LBS/ACRE
FERTILIZER TYPE 3	400 LBS/ACRE

THE FOLLOWING STANDARD PLATES, APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION SHALL APPLY ON THIS PROJECT.

Mn/DOT STANDARD PLATES	
PLATE NO.	DESCRIPTION
7038A	DETECTABLE WARNING SURFACE
8000I	STANDARD BARRICADES

SEE SHEETS 5-11 FOR ADDITIONAL STANDARD PLATES

B	CONCRETE REMOVALS		
ALIGNMENT	STATION	LOCATION	2104 REMOVE CURB & GUTTER (LIN FT)
WEST TRAIL (OFF-ROAD)	8+10		50
CENTRAL TRAIL (OFF-ROAD)	100+00	LT	25
CENTRAL TRAIL (OFF-ROAD)	100+00	RT	25
CENTRAL TRAIL (OFF-ROAD)	112+75	LT	25
CENTRAL TRAIL (OFF-ROAD)	112+75	RT	25
CENTRAL TRAIL (OFF-ROAD)	127+12	LT	50
CENTRAL TRAIL (OFF-ROAD)	131+05	LT	50
CENTRAL TRAIL (OFF-ROAD)	131+05	RT	25
CENTRAL TRAIL (OFF-ROAD)	133+90	LT	25
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38		25
EAST TRAIL (OFF-ROAD) - ANOKA			

C	CLEARING AND GRUBBING				
ALIGNMENT	STATION - STATION	LOCATION	2101 CLEARING (EACH)	2101 GRUBBING (EACH)	2101 TREE TRIMMING (HOUR)
WEST TRAIL (OFF-ROAD)	0+00 - 30+49		4	4	
CENTRAL TRAIL (OFF-ROAD)	100+00 - 151+08		2	2	3
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38 - 209+44		20	20	
EAST TRAIL (OFF-ROAD) - ANOKA	209+44 - 234+66		185	185	

E	AGGREGATE INSTALLATION		
ALIGNMENT	STATION - STATION	LOCATION	2211 AGGREGATE BASE CLASS 5 (TON)
WEST TRAIL (OFF-ROAD)	0+00 - 30+49		1030
CENTRAL TRAIL (OFF-ROAD)	112+74 - 133+81	LT	715
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38 - 209+44		200
EAST TRAIL (OFF-ROAD) - ANOKA	209+44 - 234+66		1285

F	CONCRETE INSTALLATION				
ALIGNMENT	STATION	LOCATION	2531 CONCRETE CURB & GUTTER (LIN FT)	2521 PEDESTRIAN CURB RAMP (SQ FT)	2531 TRUNCATED DOMES (SQ FT)
WEST TRAIL (OFF-ROAD)	8+10		50	200	40
CENTRAL TRAIL (OFF-ROAD)	100+00	LT	25	100	20
CENTRAL TRAIL (OFF-ROAD)	100+00	RT	25	100	20
CENTRAL TRAIL (OFF-ROAD)	112+75	LT	25	100	20
CENTRAL TRAIL (OFF-ROAD)	112+75	RT	25	100	20
CENTRAL TRAIL (OFF-ROAD)	127+12	LT	50	200	40
CENTRAL TRAIL (OFF-ROAD)	131+05	LT	50	200	40
CENTRAL TRAIL (OFF-ROAD)	131+05	RT	25	100	20
CENTRAL TRAIL (OFF-ROAD)	133+90	LT	25	100	20
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38		25	100	20
EAST TRAIL (OFF-ROAD) - ANOKA					

G	BITUMINOUS INSTALLATION			
ALIGNMENT	STATION - STATION	LOCATION	2360 TYPE SP 9.5 WEARING COURSE MIXTURE [SPWEA240B] (TON)	2360 TYPE SP 9.5 BITUMINOUS MIXTURE FOR PATCHING [SPWEA240B] (TON)
WEST TRAIL (OFF-ROAD)	0+00 - 30+49		445	3
CENTRAL TRAIL (OFF-ROAD)	112+74 - 133+81	LT	320	11
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38 - 209+44		90	2
EAST TRAIL (OFF-ROAD) - ANOKA	209+44 - 234+66		575	

CONSTRUCTION NOTES:

1. TRAILS SHALL BE CONSTRUCTED SO NO WATER IS HELD EITHER ADJACENT TO OR ON THE TRAILS.
2. CONTRACTOR TO REMOVE ALL MATERIALS OFF SITE AS EXCAVATED (TEMPORARY STOCKPILE OF MATERIALS ON SITE WILL NOT BE PERMITTED).
3. CONTRACTOR TO LIMIT CONSTRUCTION ACTIVITIES TO AREAS OUTSIDE THE CONSTRUCTION ZONE.
4. DAMAGE TO TURF OR PROPERTY NOT SLATED FOR REMOVAL IN OR ADJACENT TO THE CONSTRUCTION ZONE SHALL BE THE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE AND REPAIR.
5. MATERIALS USED FOR FILL AREAS SHALL BE APPROVED PRIOR TO PLACEMENT (TOPSOIL MATERIALS WITH TURF OR SOD MIXED IN WILL NOT BE ACCEPTED).
6. SEEDED AREAS SHALL BE FREE OF ALL ROCKS, DIRT CLUMPS, SOD OR OTHER DEBRIS.
7. EXACT LIMITS AND LOCATION OF SAW CUTTING EXISTING BITUMINOUS OR CONCRETE EDGES WILL BE DETERMINED IN THE FIELD BY THE ENGINEER.
8. CONTRACTOR RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL TRAFFIC CONTROL DEVICES.

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LIC. NO. 23211 DATE 3/25/2013

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DRAWN AK
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Consulting Engineers & Surveyors
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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
QUANTITY TABULATIONS
SP 103-090-003

D	EARTHWORK SUMMARY								
NOTES	ITEMS	UNIT	PROJECT TOTAL	WEST TRAIL (OFF-ROAD) STA 0+00 - STA 30+49	CENTRAL TRAIL (OFF-ROAD) STA 112+74 - STA 133+81	EAST TRAIL (OFF-ROAD) STA 205+38 - STA 208+75	BRIDGE R0654 STA 208+75 - STA 210+50	EAST TRAIL (OFF-ROAD) STA 210+50 - STA 233+25	BRIDGE R0655 STA 233+25 - STA 234+66
	UNADJUSTED VOLUMES BASED ON CROSS SECTIONS								
	EXCAVATION								
1	COMMOM EXCAVATION (EV)	CY	5160	1150	660	290	1460	1080	520
	EMBANKMENT								
2	TOPSOIL (CV)	CY	1690	490	190	60	290	420	240
3	GRANULAR EMBANKMENT (CV)	CY	2520	60	50	90	190	1680	450
4	COMMON EMBANKMENT MATERIAL REQUIRED (CV)	CY	630	0	0	0	0	630	0
	EARTHWORK BALANCE								
	TOPSOIL								
5	TOPSOIL REQUIRED (EV)	CY	2028	588	228	72	348	504	288
6	TOPSOIL BORROW REQUIRED (EV)	CY	2028	588	228	72	348	504	288
	SUITABLE GRADING MATERIAL								
7	COMMON EXCAVATION (EV)	CY	5160	1150	660	290	1460	1080	520
8	EMBANKMENT MATERIAL (EV)	CY	756	0	0	0	0	756	0
9	EXCESS GRADING MATERIAL (EV)	CY	4404	1150	660	290	1460	324	520
10	GRANULAR MATERIAL REQUIRED (EV)	CY	3024	72	60	108	228	2016	540
	EARTHWORK QUANTITIES TO SEQ								
11	COMMON EXCAVATION (EV)	CY	5160	1150	660	290	1460	1080	520
12	TOPSOIL BORROW (LV)	CY	2434	706	274	86	418	605	346
13	GRANULAR BORROW (LV)	CY	3326	79	66	119	251	2218	594

NOTES:

1. CUT VOLUME FROM CROSS SECTIONS. ALSO ASSUMES AN AVERAGE OF 4 INCHES OF STRIPPING ACROSS THE SITE FOR FUTURE EXCAVATION AND TOPSOIL PLACEMENT.
2. 4 INCHES OF TOPSOIL PLACED IN ALL VEGETATED AREAS DISTURBED DURING CONSTRUCTION.
3. FILL VOLUMES FROM CROSS SECTIONS (LESS TOPSOIL AND GRANULAR BORROW).
4. GRANULAR BORROW FOR USE AT APPROACHES TO BRIDGES BEYOND LIMITS OF BRIDGE RELATED MATERIALS WITHIN CORE TRAIL EMBANKMENT.
5. 4 INCHES OF TOPSOIL PLACED WITH SHRINKAGE FACTOR OF 1.2 APPLIED FROM (CV) TO (EV).
6. ASSUMES NO TOPSOIL GENERATED DURING EXCAVATION.
7. INCLUDES STRIPPING AND TRAIL EXCAVATION.
8. APPLIES A SHRINKAGE FACTOR OF 1.2 FROM (CV) TO (EV). UTILIZE MATERIAL BELOW TOP 4 INCHES OF STRIPPING.EXCLUDES TOPSOIL AND GRANULAR BORROW.
9. MATERIAL TO BE HAULED OFF-SITE BY CONTRACTOR.
10. GRANULAR BORROW TO BE IMPORTED FOR BRIDGE APPROACH EMBANKMENT. 14 FEET WIDE AT TOP WITH 1:1.5 SLOPES TO GRADE.
11. COMMON EXCAVATION.
12. INCLUDES SHRINKAGE FACTOR OF 1.2 FROM (EV) TO (LV).
13. INCLUDES SHRINKAGE FACTOR OF 1.1 FROM (EV) TO (LV).

H	TURF AND EROSION CONTROL INSTALLATION							
ALIGNMENT	STATION - STATION	2573 SILT FENCE (LIN FT)	2573 STORM DRAIN INLET PROTECTION (EACH)	2575 EROSION CONTROL BLANKET CATEGORY 3 (SQ YD)	2575 SEEDING (ACRE)	2575 SEED MIXTURE TYPE 240 (POUND)	2575 FERTILZER TYPE 3 (TON)	2575 SODDING TYPE LAWN (SQ YD)
WEST TRAIL (OFF-ROAD)	0+00 - 30+49	3200	4	5800	1.2	90	0.24	850
CENTRAL TRAIL (OFF-ROAD)	112+74 - 133+81		8					2000
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38 - 209+44	750		1300	0.3	23	0.06	
EAST TRAIL (OFF-ROAD) - ANOKA	209+44 - 234+66	3200		8150	1.7	128	0.34	

I	TRAFFIC CONTROL INSTALLATION							
ALIGNMENT	2564 SIGN PANEL TYPE C (SQ FT)	2564 INSTALL SIGN TYPE C (EACH)	2582 PAVEMENT MESSAGE (BIKE SYMBOL) - EPOXY (EACH)	2582 PAVEMENT MESSAGE (BIKE LANE ARROW) - EPOXY (EACH)	2582 PAVEMENT MESSAGE (LANE) - EPOXY (EACH)	2582 4" SOLID LINE WHITE - EPOXY (LIN FT)	2582 4" DOUBLE SOLID LINE YELLOW - EPOXY (LIN FT)	2582 CROSSWALK MARKING - EPOXY (SQ FT)
WEST TRAIL (OFF-ROAD)								
CENTRAL TRAIL (OFF-ROAD)	191.5	59	10	10	10	9740	3900	1010
EAST TRAIL (OFF-ROAD) - RAMSEY								
EAST TRAIL (OFF-ROAD) - ANOKA								

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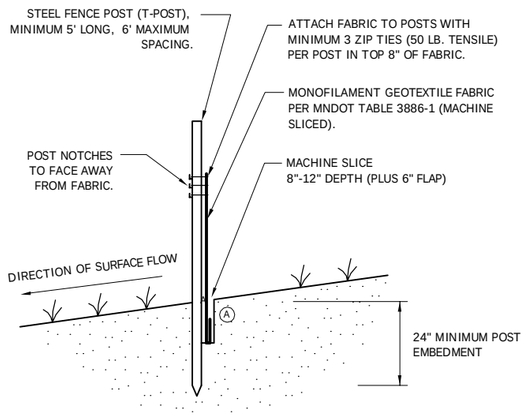
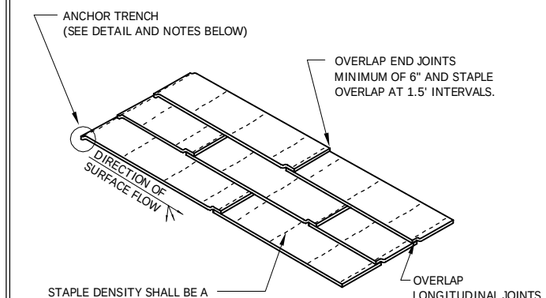


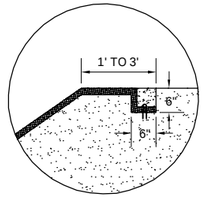
NOTE:
THE MACHINE SLICED METHOD (THIS DETAIL) IS THE STANDARD SILT FENCE INSTALLATION METHOD. HEAVY-DUTY (ERO-1B) OR STANDARD (ERO-1C) SILT FENCE INSTALLATION METHODS SHOULD ONLY BE USED WHEN APPROVED OR DIRECTED BY THE CITY.

Ⓐ COMPACTION:
AFTER "SLICING" IN THE FABRIC AND *BEFORE* INSTALLATION OF STEEL POSTS, DRIVE INSTALLATION EQUIPMENT OVER THE "SLICE" WHILE FABRIC IS LAYING ON THE GROUND. *THEN* INSTALL STEEL POSTS AND PULL UP FABRIC TO ATTACH AT A UNIFORM HEIGHT.

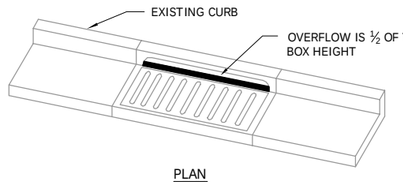
	SILT FENCE MACHINE SLICED	LAST REVISION: Jan. 2005 PLATE NO. ERO-1A



ANCHOR TRENCH
1. DIG 6" X 6" TRENCH
2. LAY BLANKET IN TRENCH
3. STAPLE AT 1.5' INTERVALS
4. BACKFILL WITH NATURAL SOIL AND COMPACT
5. BLANKET LENGTH SHALL NOT EXCEED 100' WITHOUT AN ANCHOR TRENCH

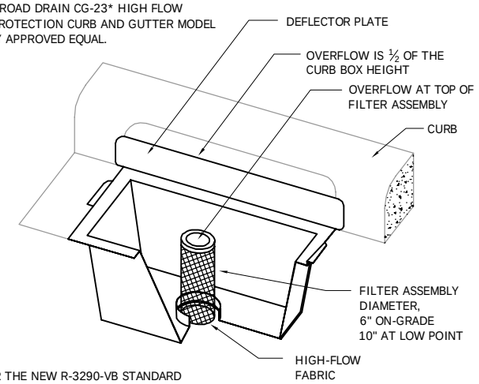


	EROSION CONTROL BLANKET INSTALLATION	LAST REVISION: Mar. 2004 PLATE NO. ERO-2



PLAN

WIMCO ROAD DRAIN CG-23* HIGH FLOW INLET PROTECTION CURB AND GUTTER MODEL OR CITY APPROVED EQUAL.



* FOR THE NEW R-3290-VB STANDARD CASTING, INSTALL WIMCO ROAD DRAIN CG-3290 OR CITY APPROVED EQUAL.

	INLET PROTECTION CATCH BASIN INSERT AFTER PAVING	LAST REVISION: Jan. 2005 PLATE NO. ERO-4C

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H:\ANOK\N15104941\C3D\104941DO1.dwg 6/11/2013 1:57:59 PM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

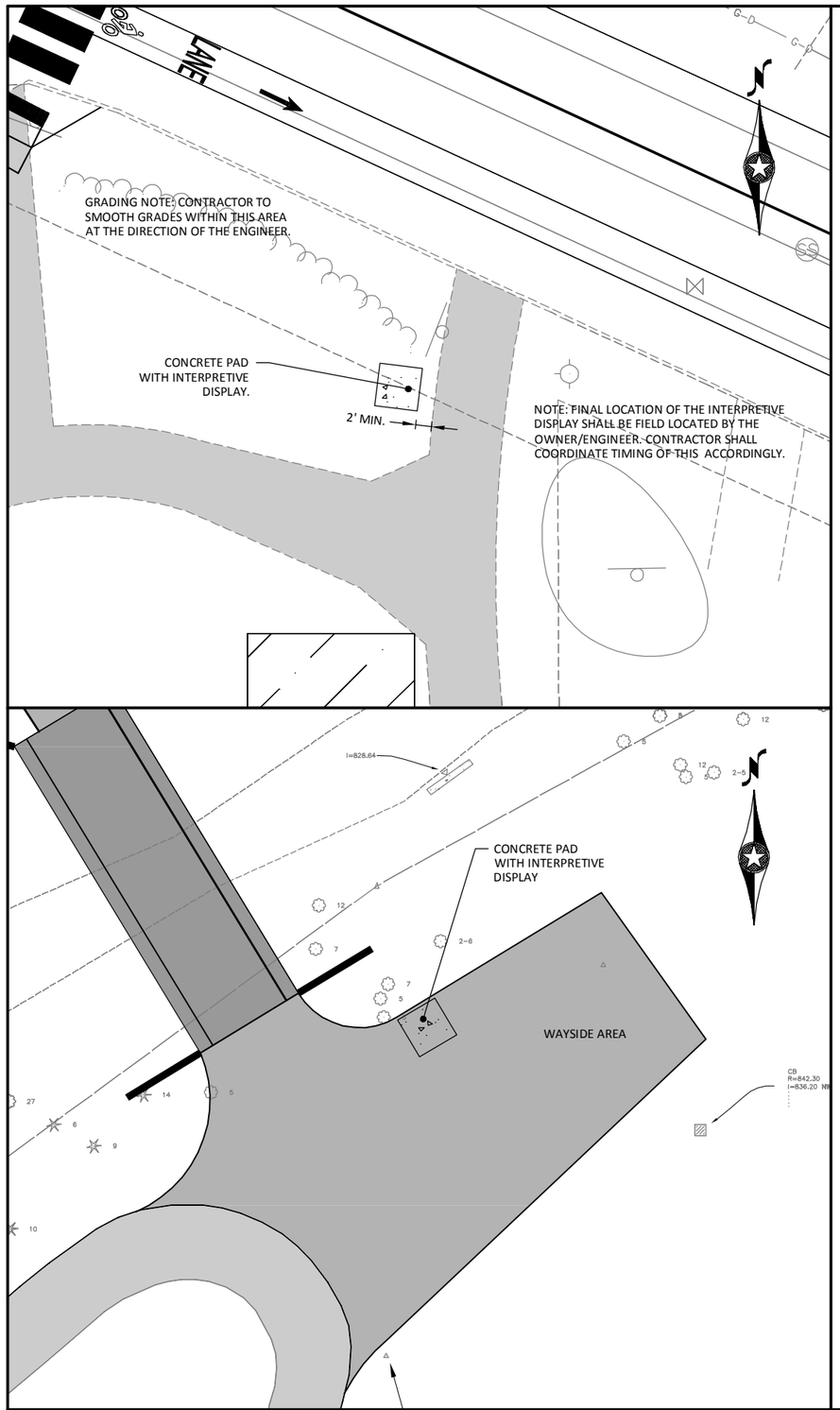
KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

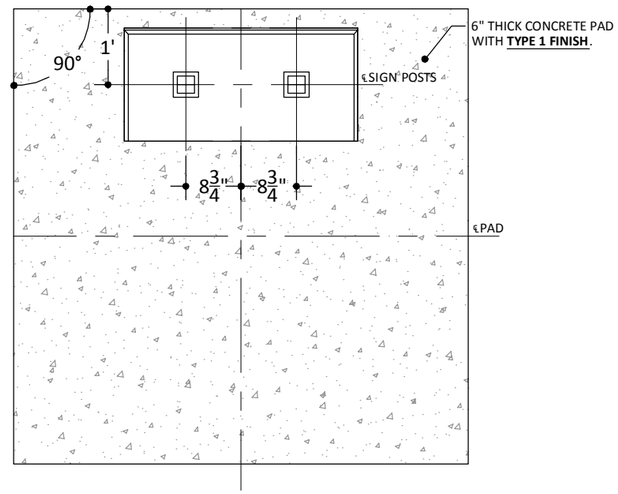
DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

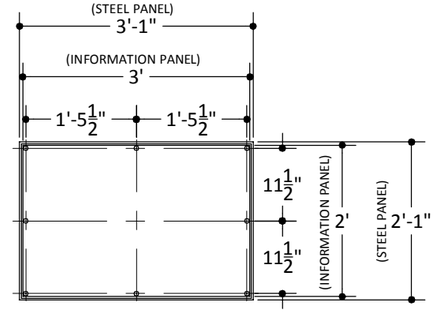
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
CONSTRUCTION DETAILS
SP 103-090-003





PLAN



3/8" DIA. HOLES - TYP.
HOLES THROUGH BOTH PANELS - FASTEN WITH TAMPER RESISTANT HARDWARE WITH SMOOTH ROUNDED FACE SIMILAR TO CARRIAGE BOLT ON DISPLAY SIDE OF PANEL.

STEEL PLATE PLAN

NOTES:

REFER TO SPECIFICATION SECTION 05510 FOR ADDITIONAL INFORMATION.

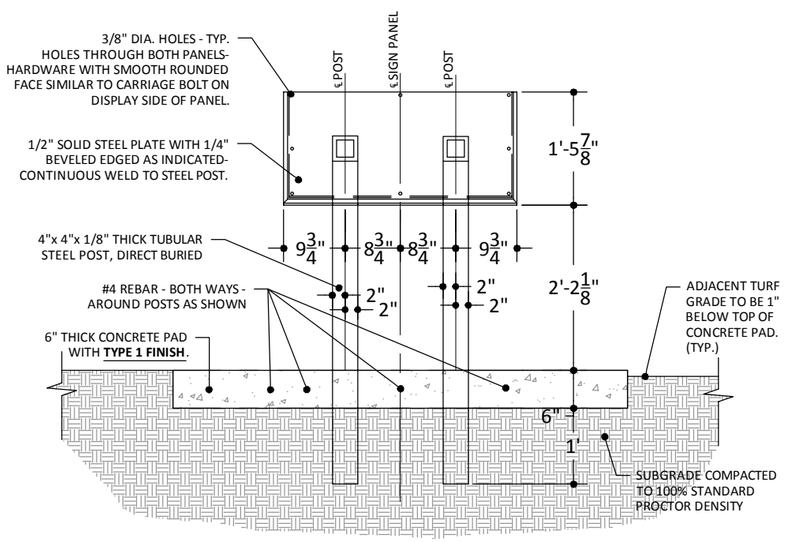
CONTINUOUS WELD ALL METAL CONNECTIONS AND CLOSED ENDS. GRIND EDGES SMOOTH.

ALL METAL SHALL BE GALVANIZED AFTER FABRICATION AND PRIOR TO PRIMING/PAINTING.

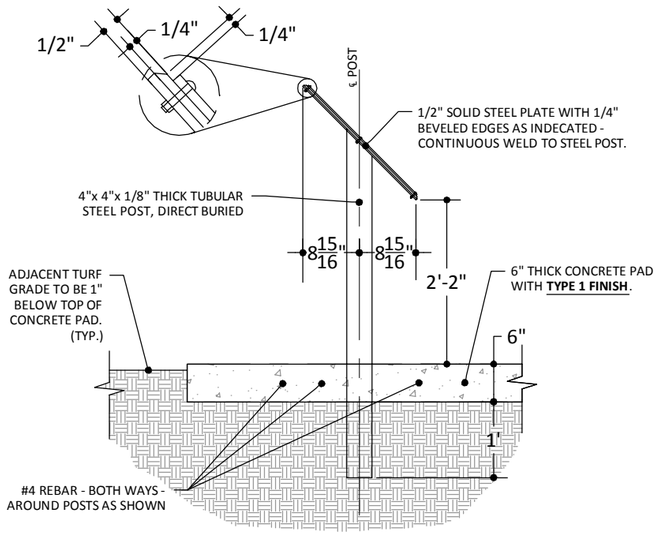
SHOP DRAWING NOTICE:

SHOP DRAWINGS MUST BE SUBMITTED FOR APPROVAL PRIOR TO FABRICATION.

* SIGN PANELS AND REQUIRED HARDWARE TO BE SUPPLIED AND INSTALLED BY THE OWNER.



FRONT ELEVATION



SIDE ELEVATION

HORZ. SCALE 0 10 20 FEET

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
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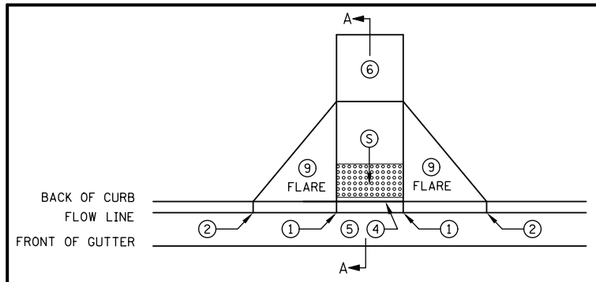
ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
INTERPRETIVE SIGN DETAIL
SP 103-090-003

SHEET 6 OF 53



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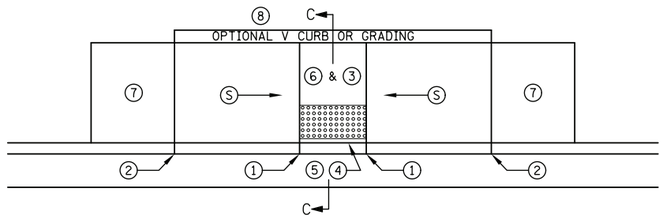
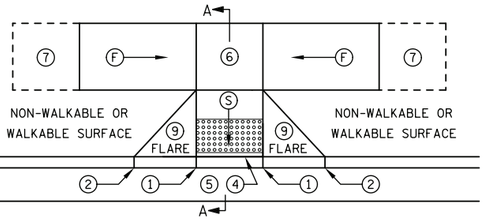
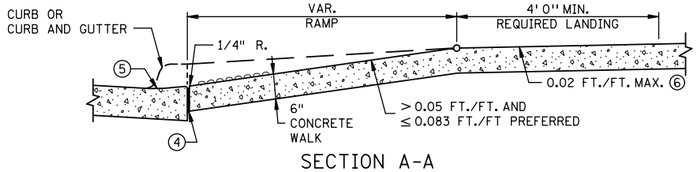


PARALLEL

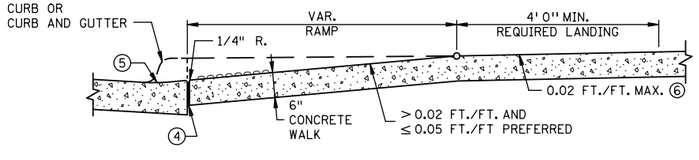


TIERED PERPENDICULAR



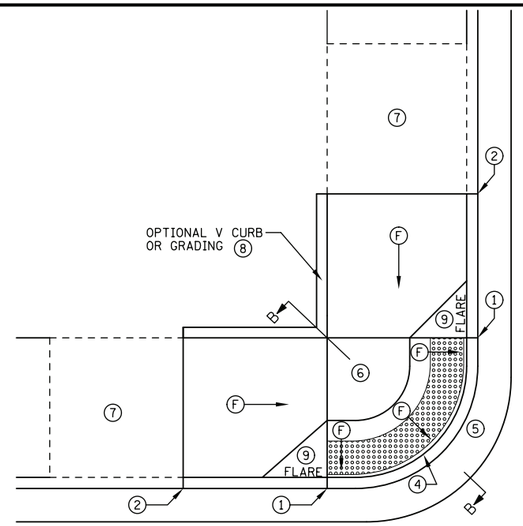
SECTION A-A

PERPENDICULAR/TIERED/DIAGONAL



SECTION B-B

FAN



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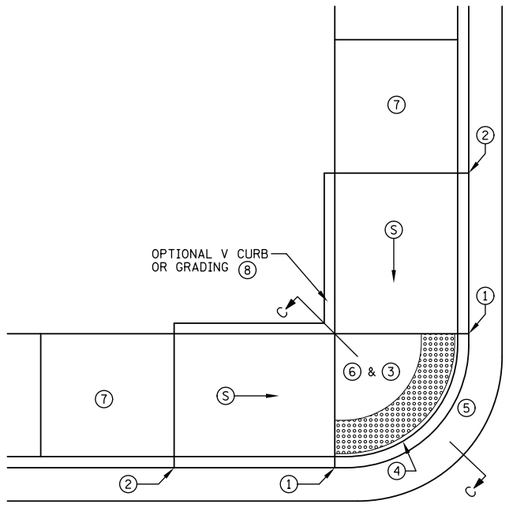
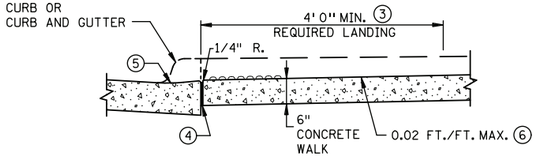
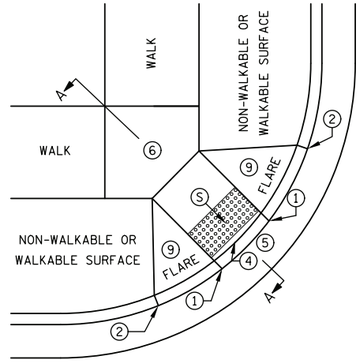


DEPRESSED CORNER



SECTION C-C

PARALLEL/DEPRESSED CORNER



DIAGONAL (10)

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL.

TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONCTRUCTED, LANDINGS MAY BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 5 WHEN LANDINGS ARE CAST SEPARATELY.

ALL SLOPES ARE ABSOLUTE, RATHER THAN RELATIVE TO SIDEWALK/ROADWAY GRADES.

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MINIMUM OF 24" IN THE PATH OF TRAVEL. SHARED USE PATHS SHALL HAVE DETECTABLE WARNING ACROSS THE ENTIRE WIDTH OF PATH WHEN THE PATH CROSSES A ROAD.

SEE STANDARD PLATE 7038 AND SHEET 4 OF 5 FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

(1) 0" CURB HEIGHT.

(2) FULL CURB HEIGHT.

(3) DETECTABLE WARNINGS MAY BE PART OF 4' X 4' LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.

(4) 1/2" PREFORMED JOINT FILLER MATERIAL AASHTO M 213. JOINT FILLER SHALL BE PLACED FLUSH WITH THE BACK OF CURB AND ADJACENT SIDEWALK. JOINT SHALL BE FREE OF DEBRIS. RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

(5) SEE PEDESTRIAN ACCESS ROUTE CURB AND GUTTER DETAIL FOR INFORMATION ON CONSTRUCTING CURB AND GUTTER AT CURB OPENINGS. SEE SHEET NO. 3 OF 5.

(6) 4' BY 4' MIN. LANDING WITH MAX. 2.0% SLOPE IN ALL DIRECTIONS.

(7) IF LONGITUDINAL SLOPE IS GREATER THAN 5.0%, 4' X 4' MIN. LANDING WITH MAX 2.0% SLOPE IN ALL DIRECTIONS REQUIRED.

(8) V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. SEE SHEET 5 OF 5.

(9) SEE SHEET 4 OF 5, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.

(10) DIAGONAL RAMPS SHOULD ONLY BE USED AFTER ALL OTHER CURB RAMP TYPES HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.

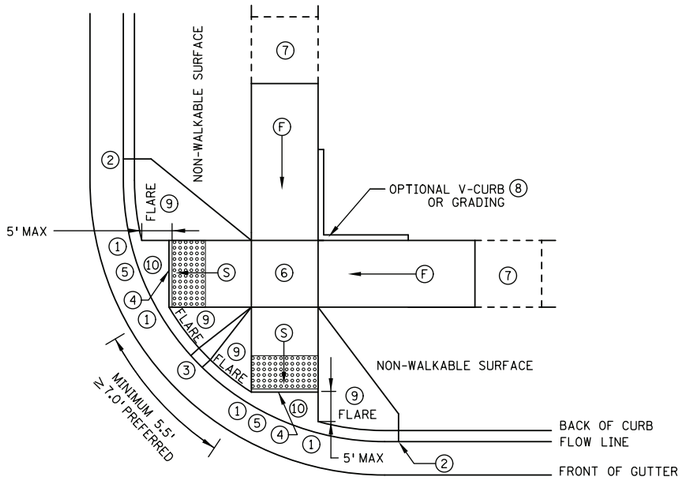
LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

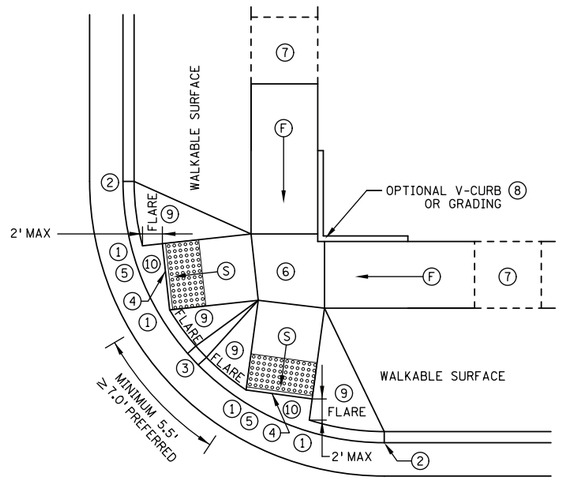
(S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%

(F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

STANDARD PLAN SHEET NO. 5-297.250 (1 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: APRIL 10, 2013	
STATE PROJ. NO. 103-090-003	SHEET NO. 7 OF 53 SHEETS

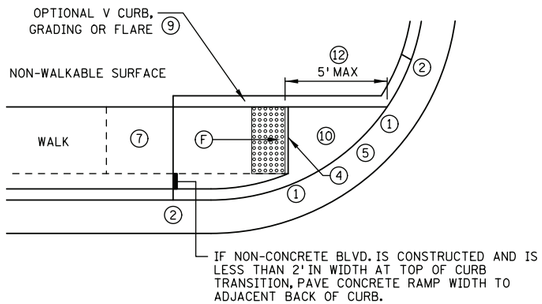


ADJACENT TO NON-WALKABLE SURFACE

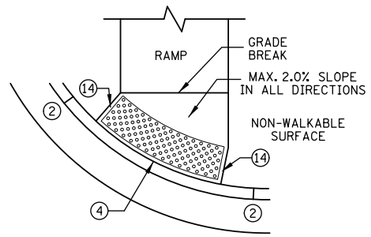


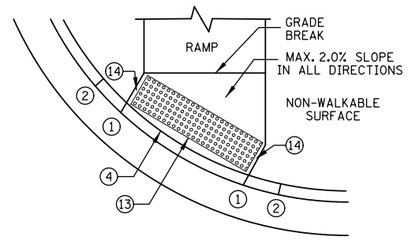
ADJACENT TO WALKABLE SURFACE

COMBINED DIRECTIONAL (15)

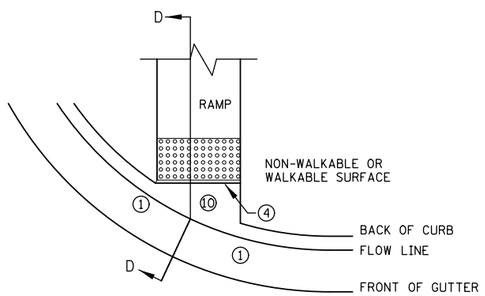


ONE-WAY DIRECTIONAL

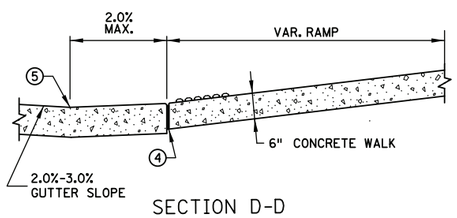




DETECTABLE WARNING PLACEMENT WHEN SETBACK CRITERIA IS EXCEEDED



CURB FOR DIRECTIONAL RAMPS (11)



SECTION D-D

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL.

TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONCTRUCTED, LANDINGS MAY BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 5 WHEN LANDINGS ARE CAST SEPARATELY.

ALL SLOPES ARE ABSOLUTE, RATHER THAN RELATIVE TO SIDEWALK/ROADWAY GRADES.

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MINIMUM OF 24" IN THE PATH OF TRAVEL. SHARED USE PATHS SHALL HAVE DETECTABLE WARNING ACROSS THE ENTIRE WIDTH OF PATH WHEN THE PATH CROSSES A ROAD.

SEE STANDARD PLATE 7038 AND SHEET 4 OF 5 FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

(1) 0" CURB HEIGHT.

(2) FULL CURB HEIGHT.

(3) 3" MINIMUM CURB HEIGHT, 4" PREFERRED.

(4) 1/2" PREFORMED JOINT FILLER MATERIAL AASHTO M 213. JOINT FILLER SHALL BE PLACED FLUSH WITH THE BACK OF CURB AND ADJACENT SIDEWALK. JOINT SHALL BE FREE OF DEBRIS. RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MIN. TO 6" MAX. FROM THE BACK OF CURB.

(5) SEE PEDESTRIAN ACCESS ROUTE CURB AND GUTTER DETAIL FOR INFORMATION ON CONSTRUCTING CURB AND GUTTER AT CURB OPENINGS. SEE SHEET NO. 3 OF 5.

(6) 4' BY 4' MIN. LANDING WITH MAX. 2.0% SLOPE IN ALL DIRECTIONS.

(7) IF LONGITUDINAL SLOPE IS GREATER THAN 5.0%, 4' X 4' MIN. LANDING WITH MAX 2.0% SLOPE IN ALL DIRECTIONS REQUIRED.

(8) V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

(9) SEE SHEET 4 OF 5, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.

(10) MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.

(11) TO BE USED FOR ALL DIRECTIONAL RAMPS.

(12) PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.

(13) RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.

(14) WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

(15) FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE, AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. WHETHER A SURFACE IS WALKABLE OR NOT SHALL BE DETERMINED BY THE ENGINEER

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

(S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%

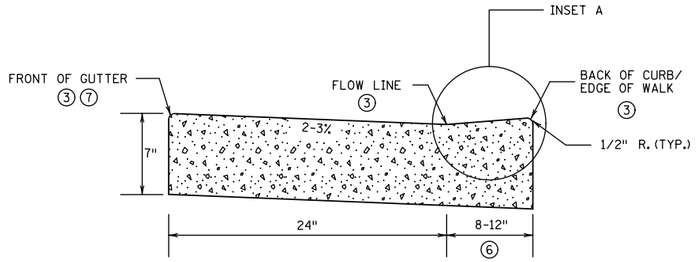
(F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

STANDARD PLAN SHEET NO. 5-297.250 (2 OF 5)

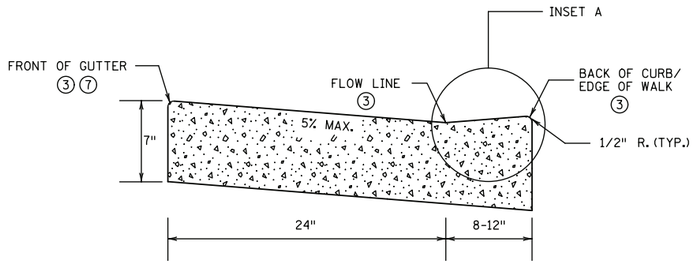
STANDARD APPROVED: APRIL 10, 2013

PEDESTRIAN CURB RAMP DETAILS

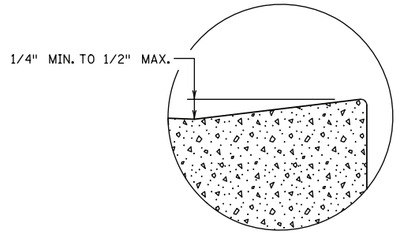
STATE PROJ. NO. 103-090-003



NON PERPENDICULAR ①

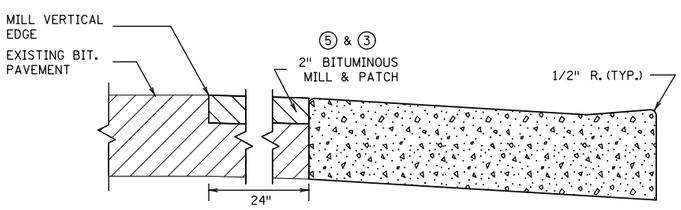


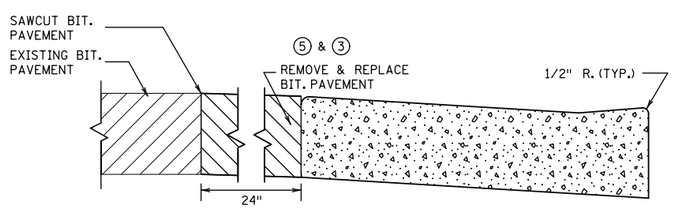
PERPENDICULAR ②

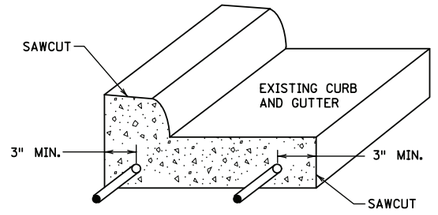


INSET A

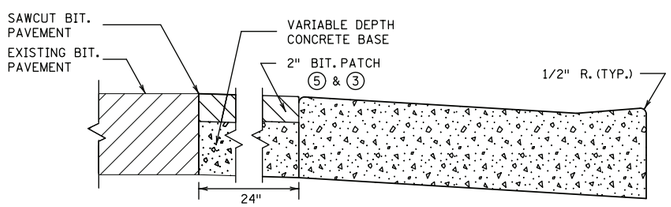
PEDESTRIAN ACCESS ROUTE CURB & GUTTER DETAIL

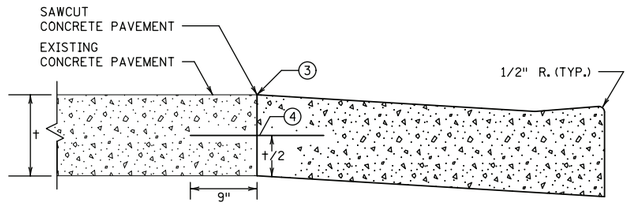






CURB AND GUTTER ⑧
REINFORCEMENT
FOR USE ON CURB RAMP RETROFITS





PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER

FOR USE ON CURB RAMP RETROFITS

NOTES:

POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM.

NO PONDING SHALL BE PRESENT IN THE PAR.

ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.

① FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS, DEPRESSED CORNERS, & ONE WAY AND COMBINED DIRECTIONALS.

② FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMPS.

③ THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".

④ DRILL AND GROUT NO. 4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT.

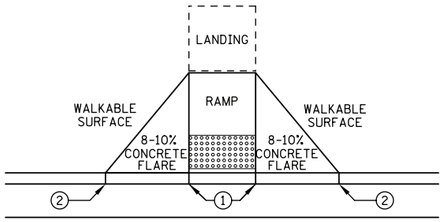
⑤ ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.

⑥ VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS.

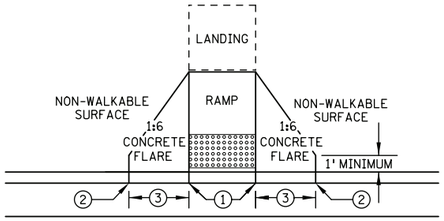
⑦ TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. PAR GUTTER SHALL NOT BE OVERLAID.

⑧ WHERE PLAN SPECIFIES, DRILL AND GROUT 2 - NO. 4 X 12" LONG REINFORCEMENT BARS (EPOXY COATED).

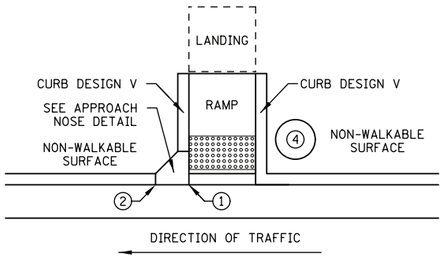
STANDARD PLAN SHEET NO. 5-297.250 (3 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: APRIL 10, 2013	
STATE PROJ. NO. 103-090-003	SHEET NO. 9 OF 53 SHEETS



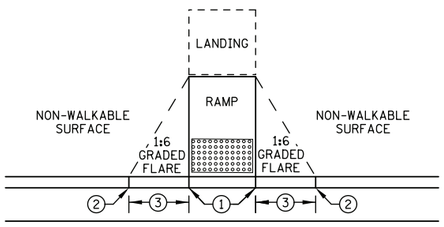
PAVED FLARES
ADJACENT TO WALKABLE SURFACE



PAVED FLARES
ADJACENT TO NON-WALKABLE SURFACE

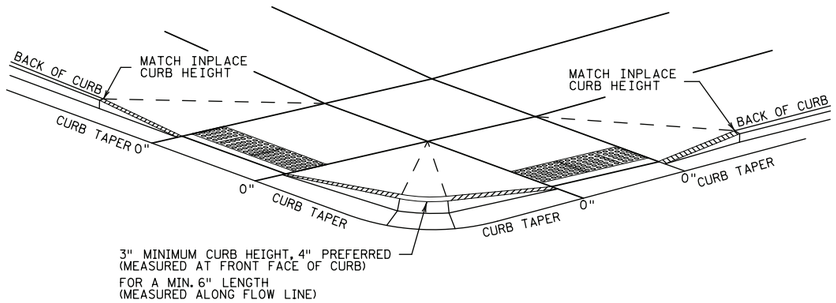


RETURNED CURB

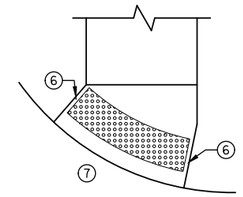


GRADED FLARES

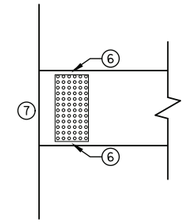
TYPICAL SIDE TREATMENT OPTIONS ⑤



DETECTABLE EDGE WITH
CURB AND GUTTER ⑧

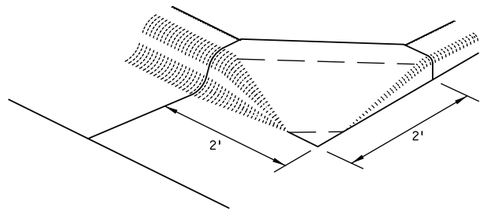


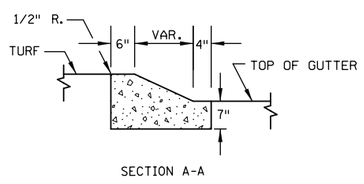
RADIAL DETECTABLE WARNING



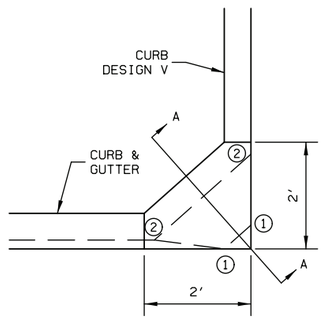
RECTANGULAR DETECTABLE WARNING

DETECTABLE EDGE WITHOUT CURB AND GUTTER





SECTION A-A



APPROACH NOSE DETAIL
FOR DOWNSTREAM SIDE OF TRAFFIC

NOTES:

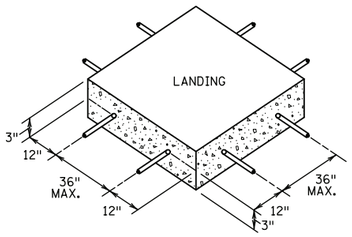
SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

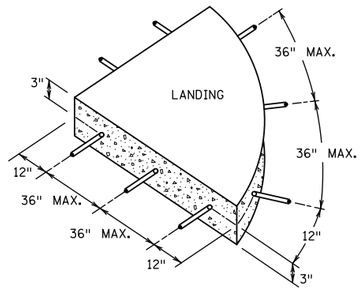
WHETHER A SURFACE IS WALKABLE OR NOT SHALL BE DETERMINED BY THE ENGINEER.

CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.

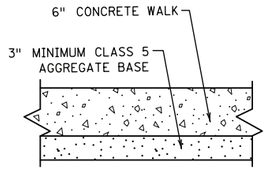
① 0" CURB HEIGHT.
② FULL CURB HEIGHT.
③ 2' - 3' FLARE.
④ IMMOVABLE OBJECT OR OBSTRUCTION.
⑤ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED ON ALL RAMPS AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.
⑥ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
⑦ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF ROADWAY TO PROVIDE VISUAL CONTRAST.
⑧ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.

STANDARD PLAN SHEET NO. 5-297.250 (4 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: APRIL 10, 2013	
STATE PROJ. NO. 103-090-003	SHEET NO. 10 OF 53 SHEETS

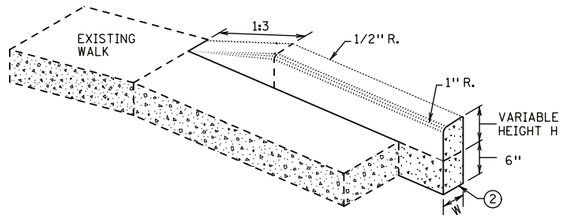




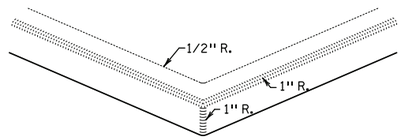
SIDEWALK REINFORCEMENT ⑤ ⑥



TYPICAL SIDEWALK SECTION WITHIN INTERSECTION CORNER

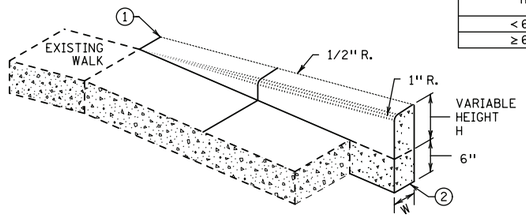


V CURB ADJACENT TO LANDSCAPE
CURB WITHIN SIDEWALK LIMITS

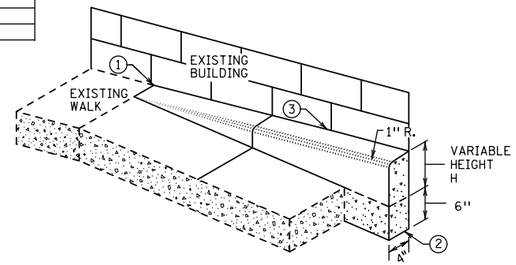


V CURB INTERSECTION

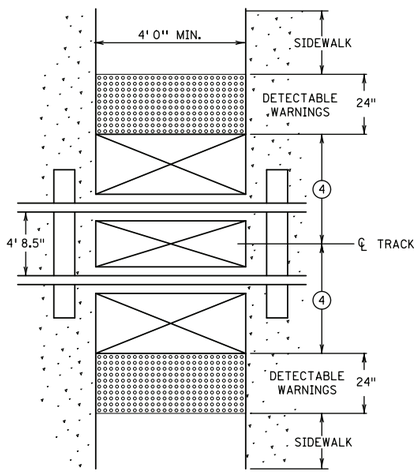
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"



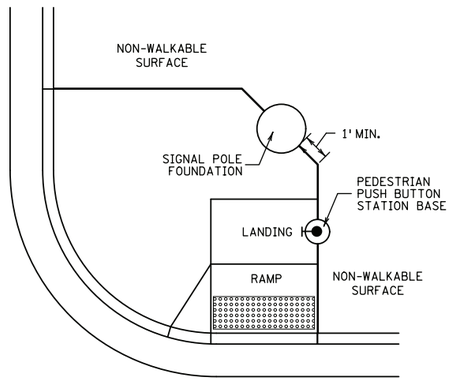
V CURB ADJACENT TO LANDSCAPE
CURB OUTSIDE SIDEWALK LIMITS



V CURB ADJACENT TO BUILDING OR BARRIER



RAILROAD CROSSING
PLAN VIEW



CONCRETE WALK EDGES ADJACENT
TO CONCRETE STRUCTURES

NOTES:

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

WHERE RIGHT-OF-WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.

② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.

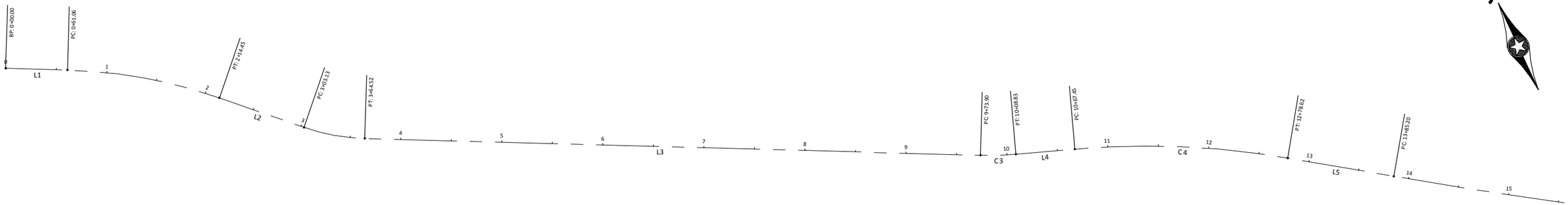
③ EDGE BETWEEN NEW V CURB AND INPLACE STRUCTURE SHALL BE SEALED AND BOND BREAKER SHALL BE USED BETWEEN EXISTING STRUCTURE AND PLACED V-CURB.

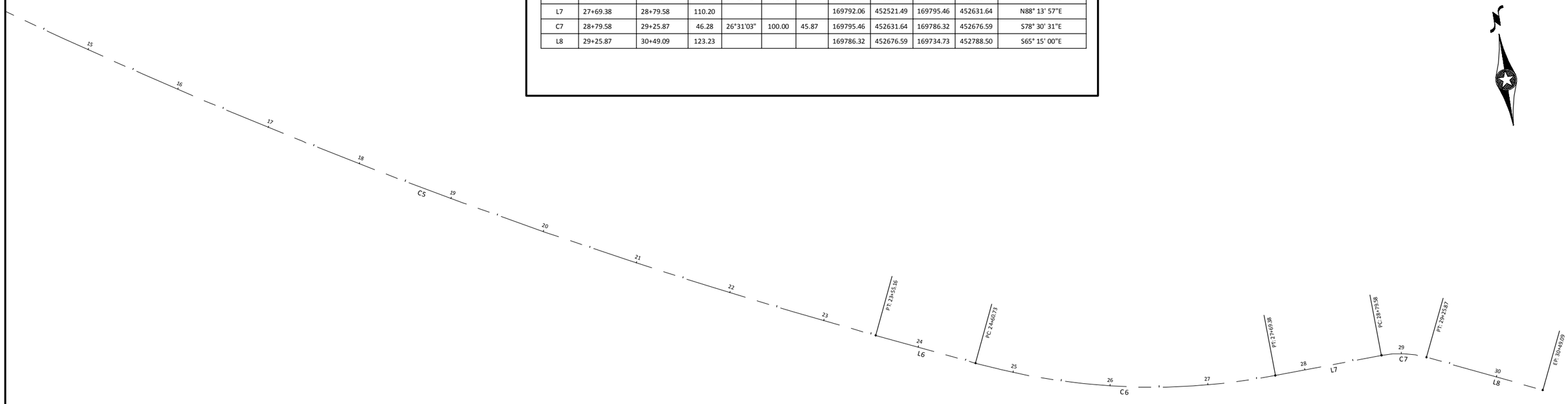
④ EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 15' MAXIMUM FROM THE CENTERLINE OF THE TRACK. WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 17" - 19" FROM THE APPROACHING SIDE OF THE GATE ARM.

⑤ WHEN PLAN SPECIFIES, DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS AT 36" MAX. CENTER TO CENTER (EPOXY COATED).

⑥ TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONCTRUCTED, LANDINGS MAY BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET WHEN LANDINGS ARE CAST SEPARATELY.

STANDARD PLAN SHEET NO. 5-297.250 (5 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: APRIL 10, 2013	
STATE PROJ. NO. 103-090-003	SHEET NO. 11 OF 53 SHEETS





WEST TRAIL (OFF-ROAD)

NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
L1	0+00	0+61.06	61.06				171046.00	450080.58	171018.89	450135.29	S63° 38' 38"E
L2	2+14.45	3+03.13	88.67				170930.94	450260.23	170869.42	450324.09	S46° 04' 01"E
L3	3+64.52	9+73.90	609.38				170834.22	450374.10	170563.79	450920.18	S63° 39' 17"E
C3	9+73.90	10+08.83	34.93	6°32'19"	306.08	34.91	170563.79	450920.18	170550.11	450952.30	S66° 55' 26"E
L4	10+08.83	10+67.45	58.62				170550.11	450952.30	170530.24	451007.45	S70° 11' 36"E
C4	10+67.45	12+78.62	211.17	14°43'57"	821.26	210.59	170530.24	451007.45	170434.07	451194.80	S62° 49' 37"E
L5	12+78.62	13+85.20	106.58				170434.07	451194.80	170373.64	451282.59	S55° 27' 39"E
C5	13+85.20	23+55.16	969.96	10°01'22"	5544.89	968.73	170373.64	451282.59	169896.21	452125.50	S60° 28' 20"E
L6	23+55.16	24+60.73	105.57				169896.21	452125.50	169852.40	452221.55	S65° 29' 01"E
C6	24+60.73	27+69.38	308.66	26°17'02"	672.83	305.96	169852.40	452221.55	169792.06	452521.49	S78° 37' 32"E
L7	27+69.38	28+79.58	110.20				169792.06	452521.49	169795.46	452631.64	N88° 13' 57"E
C7	28+79.58	29+25.87	46.28	26°31'03"	100.00	45.87	169795.46	452631.64	169786.32	452676.59	S78° 30' 31"E
L8	29+25.87	30+49.09	123.23				169786.32	452676.59	169734.73	452788.50	S65° 15' 00"E

HORZ. SCALE 0 50 100 FEET

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN
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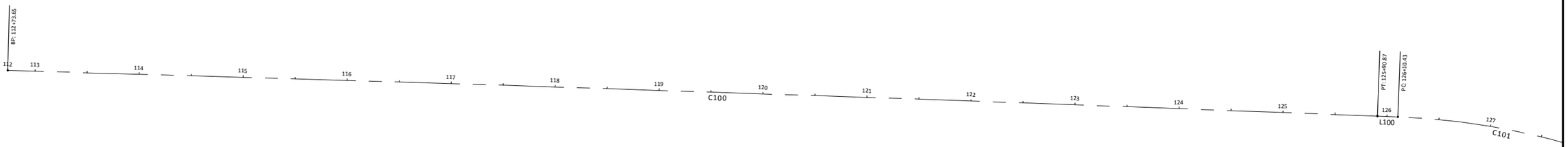
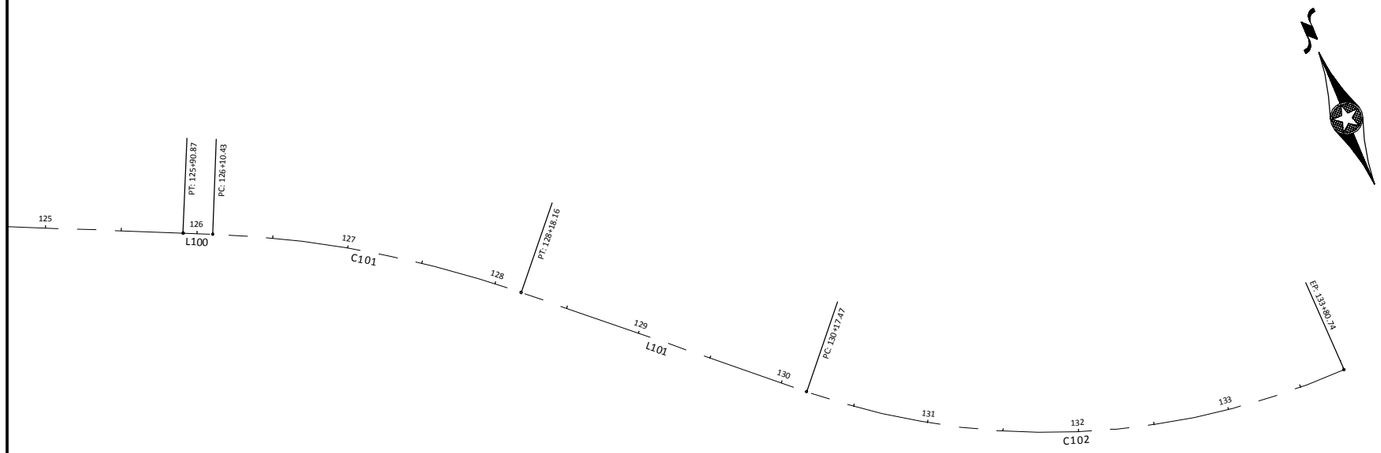
ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) ALIGNMENT TABULATION
SP 103-090-003





CENTRAL TRAIL (OFF-ROAD)											
NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
C100	112+73.65	125+90.87	1317.22	0°37'00"	122369.66	1317.22	167758.38	456435.63	167203.35	457630.20	S65° 04' 43"E
L100	125+90.87	126+10.43	19.56				167203.35	457630.20	167195.01	457647.89	S64° 46' 13"E
C101	126+10.43	128+18.16	207.73	16°57'08"	702.10	206.98	167195.01	457647.89	167080.15	457820.07	S56° 17' 39"E
L101	128+18.16	130+17.47	199.31				167080.15	457820.07	166946.32	457967.77	S47° 49' 05"E
C102	130+17.47	133+80.74	363.27	43°01'11"	483.82	354.80	166946.32	457967.77	166821.07	458299.72	S69° 19' 40"E

HORZ. SCALE 0 100 200 FEET

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KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
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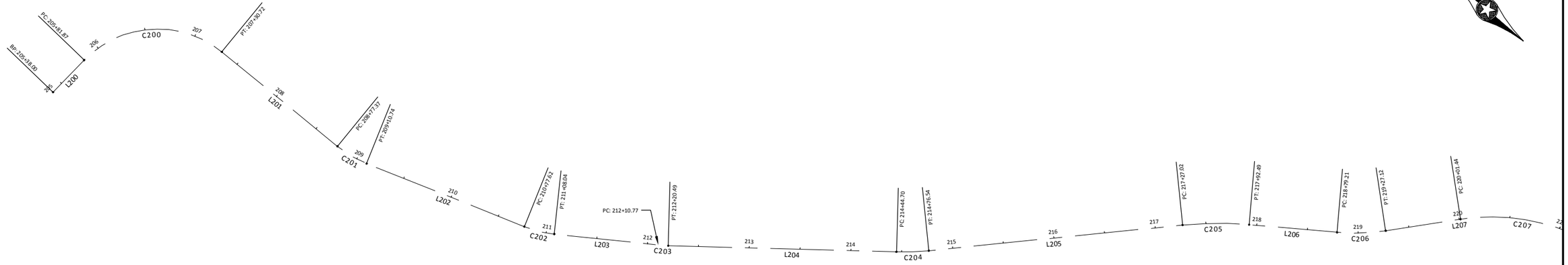
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
CENTRAL TRAIL (OFF-ROAD) ALIGNMENT TABULATION
SP 103-090-003

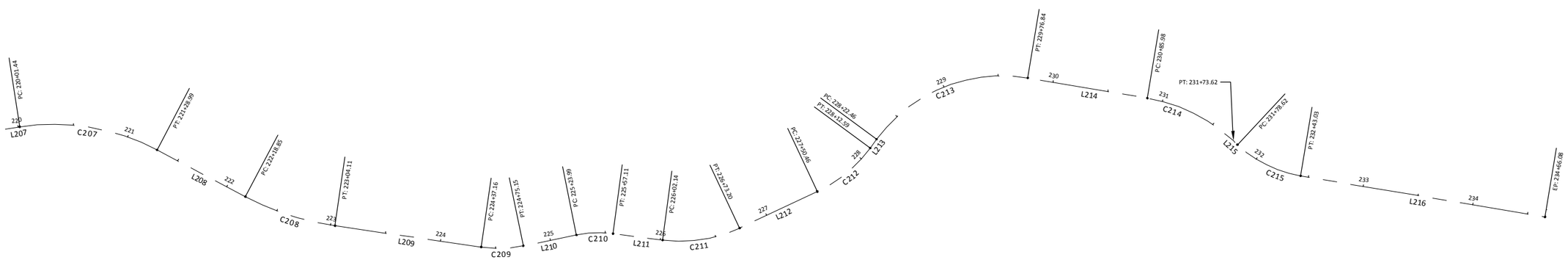


EAST TRAIL (OFF-ROAD)

NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
L200	205+38	205+81.87	43.87				166131.28	459467.63	166128.87	459511.43	S86° 50' 48"E
C200	205+81.87	207+30.72	148.85	85°17'08"	100.00	135.49	166128.87	459511.43	166031.74	459605.89	S44° 12' 14"E
L201	207+30.72	208+77.37	146.65				166031.74	459605.89	165885.15	459609.89	S1° 33' 40"E
C201	208+77.37	209+10.74	33.37	17°22'55"	110.00	33.24	165885.15	459609.89	165852.44	459615.81	S10° 15' 07"E
L202	209+10.74	210+77.62	166.88				165852.44	459615.81	165694.60	459669.98	S18° 56' 35"E
C202	210+77.62	211+08.04	30.42	15°50'39"	110.00	30.32	165694.60	459669.98	165667.55	459683.68	S26° 51' 55"E
L203	211+08.04	212+10.77	102.74				165667.55	459683.68	165583.18	459742.30	S34° 47' 14"E
C203	212+10.77	212+20.49	9.71	4°27'08"	125.00	9.71	165583.18	459742.30	165575.42	459748.14	S37° 00' 48"E
L204	212+20.49	214+44.70	224.21				165575.42	459748.14	165401.77	459889.97	S39° 14' 22"E
C204	214+44.70	214+76.54	31.84	7°17'52"	250.00	31.82	165401.77	459889.97	165378.45	459911.63	S42° 53' 19"E
L205	214+76.54	217+27.02	250.48				165378.45	459911.63	165206.15	460093.43	S46° 32' 15"E
C205	217+27.02	217+92.49	65.47	10°43'02"	350.00	65.37	165206.15	460093.43	165156.95	460136.47	S41° 10' 44"E
L206	217+92.49	218+79.21	86.72				165156.95	460136.47	165086.63	460187.22	S35° 49' 12"E
C206	218+79.21	219+27.12	47.92	13°43'38"	200.00	47.80	165086.63	460187.22	165051.49	460219.63	S42° 41' 01"E
L207	219+27.12	220+01.44	74.32				165051.49	460219.63	165003.27	460276.18	S49° 32' 50"E
C207	220+01.44	221+28.99	127.55	36°32'22"	200.00	125.40	165003.27	460276.18	164896.10	460341.29	S31° 16' 39"E
L208	221+28.99	222+18.85	89.86				164896.10	460341.29	164808.54	460361.51	S13° 00' 27"E

EAST TRAIL (OFF-ROAD)

NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
C208	222+18.85	223+04.11	85.26	19°32'25"	250.00	84.85	164808.54	460361.51	164730.31	460394.36	S22° 46' 40"E
L209	223+04.11	224+37.16	133.05				164730.31	460394.36	164618.16	460465.94	S32° 32' 53"E
C209	224+37.16	224+75.15	37.99	19°47'11"	110.00	37.80	164618.16	460465.94	164590.27	460491.45	S42° 26' 28"E
L210	224+75.15	225+23.99	48.84				164590.27	460491.45	164560.43	460530.11	S52° 20' 04"E
C210	225+23.99	225+57.11	33.13	18°58'46"	100.00	32.97	164560.43	460530.11	164536.25	460552.54	S42° 50' 41"E
L211	225+57.11	226+02.14	45.02				164536.25	460552.54	164498.64	460577.29	S33° 21' 18"E
C211	226+02.14	226+73.20	71.06	32°34'15"	125.00	70.11	164498.64	460577.29	164453.24	460630.71	S49° 38' 25"E
L212	226+73.20	227+50.46	77.26				164453.24	460630.71	164421.72	460701.25	S65° 55' 32"E
C212	227+50.46	228+12.59	62.13	28°28'44"	125.00	61.49	164421.72	460701.25	164411.22	460761.84	S80° 09' 55"E
L213	228+12.59	228+22.46	9.87				164411.22	460761.84	164411.98	460771.69	N85° 35' 43"E
C213	228+22.46	229+76.84	154.38	63°10'55"	140.00	146.68	164411.98	460771.69	164344.96	460902.16	S62° 48' 49"E
L214	229+76.84	230+85.98	109.14				164344.96	460902.16	164251.63	460958.73	S31° 13' 22"E
C214	230+85.98	231+73.62	87.64	33°28'35"	150.00	86.40	164251.63	460958.73	164167.98	460980.34	S14° 29' 05"E
L215	231+73.62	231+78.62	5.00				164167.98	460980.34	164162.99	460980.15	S2° 15' 13"W
C215	231+78.62	232+43.03	64.41	33°32'51"	110.00	63.49	164162.99	460980.15	164101.52	460996.07	S14° 31' 13"E
L216	232+43.03	234+66.08	223.05				164101.52	460996.07	163910.92	461111.93	S31° 17' 38"E



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SCALE FEET

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KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

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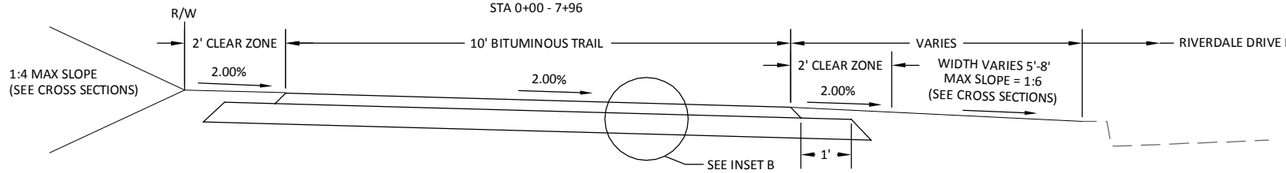
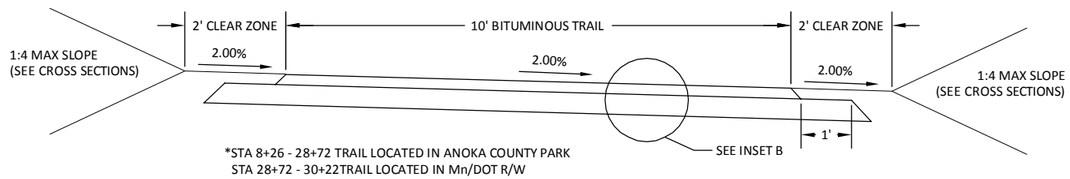
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) ALIGNMENT TABULATION
SP 103-090-003

SHEET 14 OF 53

WEST TRAIL
STA 0+00 - 7+96

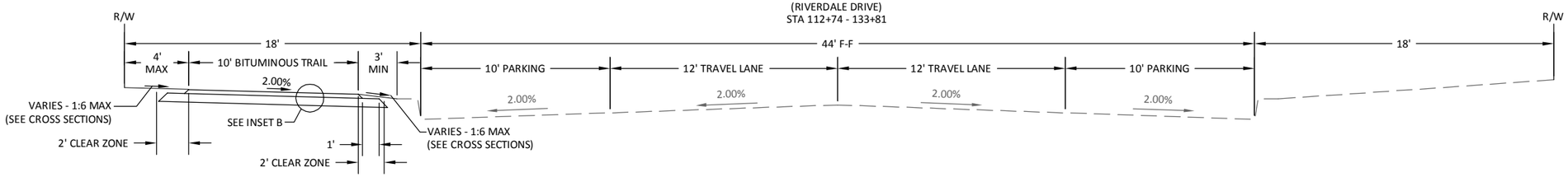


WEST TRAIL*
STA 8+09 - 30+49

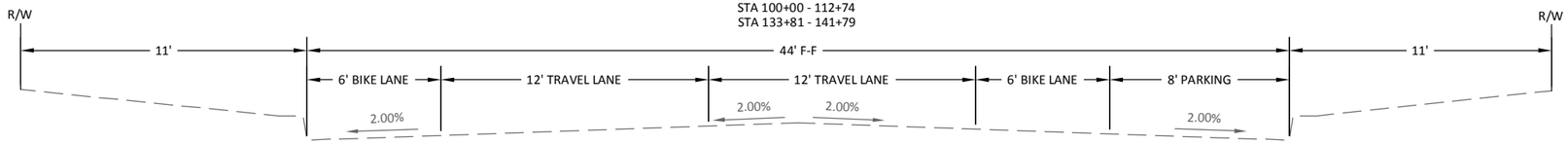


*STA 8+26 - 28+72 TRAIL LOCATED IN ANOKA COUNTY PARK
STA 28+72 - 30+22TRAIL LOCATED IN Mn/DOT R/W

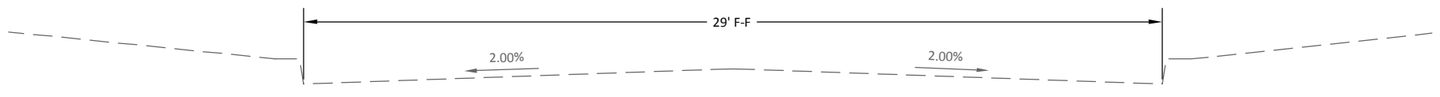
CENTRAL TRAIL
(RIVERDALE DRIVE)
STA 112+74 - 133+81



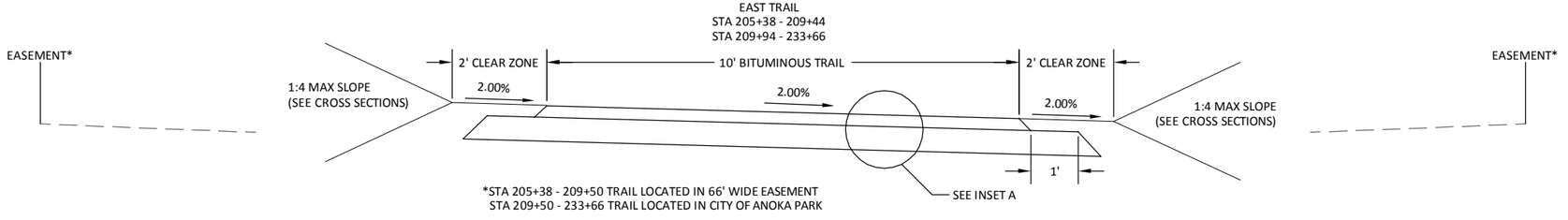
CENTRAL TRAIL
(RIVERDALE DRIVE)
STA 100+00 - 112+74
STA 133+81 - 141+79



CENTRAL TRAIL
(TUNGSTEN STREET & RIVLYN AVENUE)
STA 141+79 - 151+08

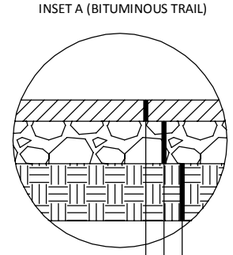


EAST TRAIL
STA 205+38 - 209+44
STA 209+94 - 233+66



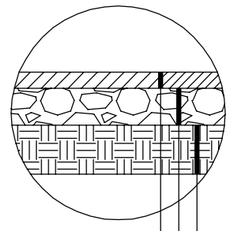
*STA 205+38 - 209+50 TRAIL LOCATED IN 66' WIDE EASEMENT
STA 209+50 - 233+66 TRAIL LOCATED IN CITY OF ANOKA PARK

INSET A (BITUMINOUS TRAIL)



3" TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) [SPWEA240B] (2360)
6" AGGREGATE BASE CLASS 5 (2357)
SUBGRADE PREPARATION - INCIDENTAL (2112)

INSET B (BITUMINOUS TRAIL)



2" TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) [SPWEA240B] (2360)
4" AGGREGATE BASE CLASS 5 (2357)
SUBGRADE PREPARATION - INCIDENTAL (2112)

NOTE:

THE 2' TRAIL CLEAR ZONE ON EITHER SIDE OF THE TRAIL SHOULD BE AT THE SAME CROSS SLOPE AS THE TRAIL IN MOST CASES.

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LIC. NO. 23211 DATE 3/25/2013

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DRAWN AK
CHECKED KPK

BOLTON & MENK, INC.
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CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
TYPICAL SECTIONS
SP 103-090-003

SHEET 15 OF 53

GENERAL PROJECT INFORMATION:

RESPONSIBLE PARTIES:
The Contractor and Owner must apply for coverage under the MPCA's General Storm Water Permit for Construction Activity as required by the National Pollutant Discharge Elimination System (NPDES) Phase II program. Coverage under the permit will begin automatically 7 calendar days after the postmarked date on the permit application. [Longer time frames apply to sites that: (1) disturb areas greater than 50 acres AND discharge within 1 mile of a Special or Impaired Water; or (2) Use alternative storm water treatment techniques].

Owner:	CITY OF ANOKA	<NAME>	XXX.XXX.XXXX
		Contact Person	Phone
SWPPP Preparer:	BOLTON & MENK, INC.	KEVIN KIELB	651.704.9970
		Contact Person	Phone
Contractor:	(SUPPLIED BY CONTRACTOR)	<NAME>	XXX.XXX.XXXX
		Contact Person	Phone
Person Responsible For Inspections:	(SUPPLIED BY CONTRACTOR)	<NAME>	XXX.XXX.XXXX
		Contact Person	Phone
Party Responsible for Long Term O&M of Permanent Storm Water Management Facility:	CITY OF ANOKA	GREG LEE	763.576.2700
		Contact Person	Phone

PROJECT LOCATION:

County, State	Township	Range	Section(s)	Latitude	Longitude
Anoka, MN	31,32	25	2,33,34,35	45.21997	93.43295

PROJECT DESCRIPTION:
This project includes disturbance of approximately 5.5 acres. Construction activities include performing removals, aggregate base construction, and concrete and bituminous construction.

Soils on the site are primarily of Hydrologic Soil Group Type A, with high infiltration capacity.

Planned Construction Start Date: 8/1/2013
Estimated Construction Completion Date: 7/1/2014

PROJECT AREAS:
Total Project Size (disturbed area) = 5.5 AC

Existing area of impervious surface = 0 AC
Post construction area of impervious surface = 2.3 AC
Total new impervious surface area created = 2.3 AC

STORM WATER MANAGEMENT:
Type of storm water management used if more than 1 acre of new impervious surface is created:

Wet sedimentation basin [ ] Regional pond [ ] Alternative methods [ ]
Infiltration [ ] Permanent storm water
Filtration [ ] management not required [X]

Required Water Quality Volume: N/A
Design Water Quality Volume: N/A
Elevation of Water Quality Volume Storage: N/A
Surface Area at Water Quality Volume Storage: N/A
Allowable Discharge of Water Quality Volume: N/A
Designed Discharge for Water Quality Volume: N/A
Required Infiltration Volume: N/A
Designed Infiltration Volume: N/A

The stormwater from the Mississippi West Regional Park and King's Island drains south to the Mississippi River. Stormwater from Riverdale Dr. is collected in catch basins and carried south. No change in the overall stormwater conveyance system is expected as a result of the project.

RECEIVING WATERS:
Surface waters which will receive storm water from the site within 1 mile of project boundary. Include waters shown on USGS 7.5 minute quad and all waters identified in Appendix A of the permit.

Name of Water Body	Type (ditch, pond, wetland, lake, etc.)	Appendix A Special Water?	Flows to Impaired Water within 1 mile?	USEPA Approved TMDL?
Mississippi River	River	YES	NO	NO

Impairment:

CONSTRUCTION ACTIVITY NOTES:

EROSION PREVENTION PRACTICES:
Phased construction will be used to extent practical or as indicated in the plans to minimize exposed soils.

Areas not to be disturbed shall be delineated with flags, stakes, signs, silt fence, etc. prior to work beginning. The normal wetted perimeter of all ditches or swales, including storm water management pond slopes, that drain waters from the site must be stabilized within 200' of any property edge or discharge point, including storm sewer inlets, within 24 hours of connection.

Energy dissipation or other outlet treatment must be installed within 24 hours of connection.

All exposed soils must be stabilized as soon as possible but in no case later than 14 days after the construction activity has temporarily or permanently ceased.

Seed and/or sod, fertilizer, and mulch shall be placed as indicated in the plans and project specifications.

Rapid stabilization shall be of type and quantity indicated in the project specifications. Additional rapid stabilization may be necessary to minimize erosion throughout the duration of the project. Type and quantity shall be determined by the engineer or inspector prior to installation.

If the Contractor stockpiles material on site, he shall install the appropriate erosion control devices around the stockpile and perform the best management practices possible to avoid erosion from the stockpile.

Temporary (or permanent) sedimentation ponds are required for areas > 10 acres of disturbed soils draining soils draining to one point.

SEDIMENT CONTROL PRACTICES:
Installation of silt fence and all other down gradient sediment protection measures shall be completed prior to commencement of upstream land disturbing activities.

Silt fence shall be installed along constant contours with continuous lengths not to exceed 600 feet. As indicated on plans, silt fence will be periodically broken and hooked upslope in "J-hook" or "smile" patterns to provide ponding and slow runoff.

No unbroken slope lengths greater than 75 feet are permitted when slope is 3:1 or greater. Slope shall be broken with silt fence or biorolls as indicated on plans.

Install ditch checks (Biorolls) as shown in plan. Ditch checks to be installed after street is removed and left in place until final restoration is established.

BMP	QUANTITY
SILT FENCE	7150 LIN FT
STORM DRAIN INLET PROTECTION	12 EACH
SODDING TYPE LAWN	2850 SY
EROSION CONTROL BLANKET	15250 SY

Vehicle tracking to be minimized to all practical extents. All eroded material that leaves the construction zone shall be collected by the contractor and returned to the site at the contractor's expense.

All stock piles shall be surrounded by silt fence and seeded with temporary seed and mulch. See erosion and sediment control plans.

All site storm sewer inlets, as well as off site downstream inlets with potential to receive sediment, shall be protected with approved inlet protection measures at all times. Inlets shall remain protected until site is 100% stabilized and vegetation is at least 70% established. Inlet protection may be removed in winter, if the project has an approval letter from jurisdictional authority or can produce it within 72 hours.

POLLUTION PREVENTION:
All solid waste collected from the construction site must be disposed of in accordance with MPCA disposal requirements.

Concrete washout must be contained in device such as provided by Neaton Brothers Concrete Washout LLC, or equivalent unit. Unit must be maintained to manufacturer recommendation.

All hazardous materials (e.g., oil, gasoline, fuel, antifreeze, paint, cleaning solvents, curing compounds, fertilizers, etc.) must be properly stored (including secondary containment when necessary) to prevent spills, leaks, or other discharge. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.

External washing areas must be limited to a defined area of the site. All runoff containing any hazardous material must be properly collected and disposed of. Defined area must be contained with heavy- or super-duty silt fence. NO ENGINE DEGREASING ALLOWED ON SITE.

The contractor is responsible for monitoring air pollution and ensuring it does not exceed levels set by local, state, or federal regulations. This includes dust created by work being performed on the site. Air pollution and dust control correction is considered incidental to the unit bid prices for which work is being performed. Additional dust control measures may be required by the Engineer.

INSPECTION & MAINTENANCE:
The permittees must routinely inspect the construction site once every seven (7) days during active construction and within 24 hours of a rainfall event greater than 0.5 inches in a 24 hour period.

All inspections performed during construction must be recorded and records retained on site with the SWPPP in accordance with the storm water permit. Records must include a site map showing areas of land disturbing activities and areas where activities have temporarily or permanently ceased.

Silt fence, biorolls and inlet protection devices must be maintained when non-functional or when accumulated sediment reaches 1/3 of device height.

Off site vehicle tracking to be removed within 24 hours of occurrence.

All non-functional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours of discovery, or as soon as field conditions allow access.

FINAL STABILIZATION:
The permittees must submit a Notice of Termination (N.O.T.) within 30 days of final stabilization or transferring permit responsibility to another owner or operator.

The Contractor must ensure final stabilization of the site. Final stabilization shall include a minimum of 70% vegetation establishment (100% stabilized) on all pervious areas.

All temporary erosion control measures and BMPs must be removed as part of the final site stabilization, unless directed otherwise by owner or engineer.

IMPLEMENTATION SCHEDULE & PHASING:
1) Install silt fence and inlet protection.
2) Clear, grub, and grade site.
3) Add additional temporary BMP?s as necessary during construction based on inspection reports.
4) Ensure final stabilization measures are complete.
5) Submit Notice of Termination (NOT) to MPCA within 30 days of final stabilization.

RECORD RETENTION:
The SWPPP, all changes to it, and inspections and maintenance records must be kept at the site during construction. All owner(s) must retain the following for 3 years after submittal of NOT:
1) SWPPP;
2) Any other permits required for the project;
3) Inspection and maintenance logs;
4) All permanent operation and maintenance agreements for surface water facilities;
5) All design calculations for temporary and permanent storm water management.

PLAN SHEETS:
Sheet numbers 17-20 of this plan set are also considered a part of the SWPPP for this project.

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LIC. NO. 23211 DATE 3/25/2013

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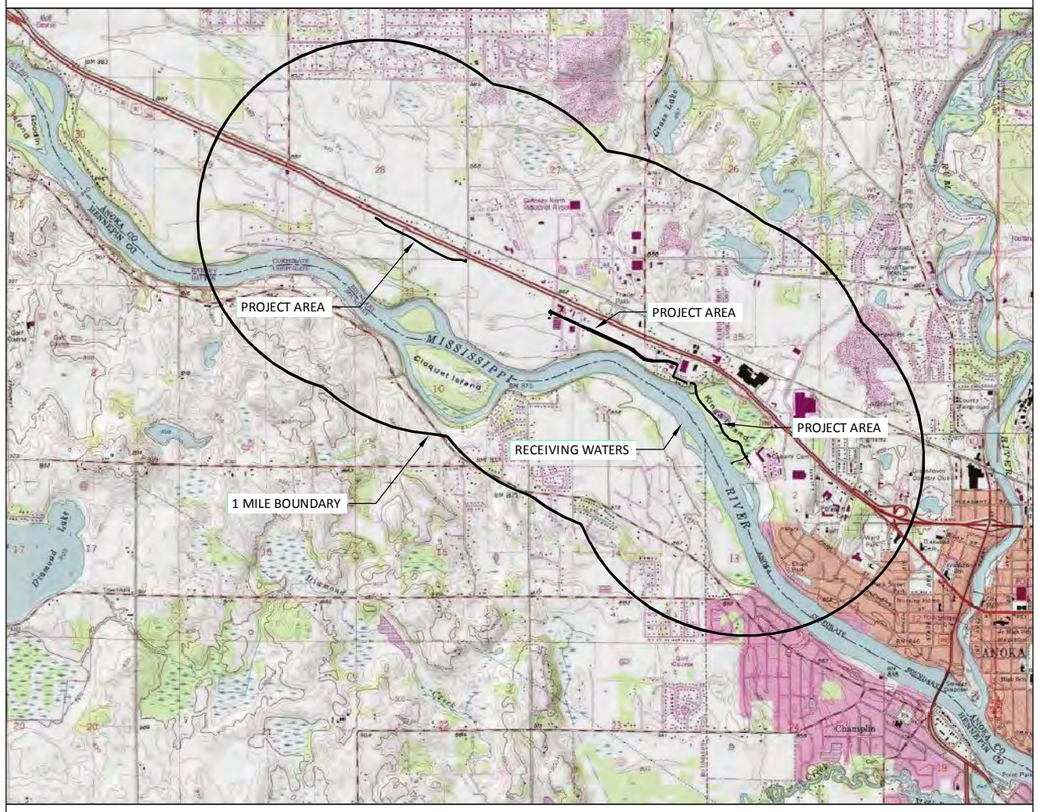
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
SWPPP NARATIVE
SP 103-090-003

USGS QUAD MAP



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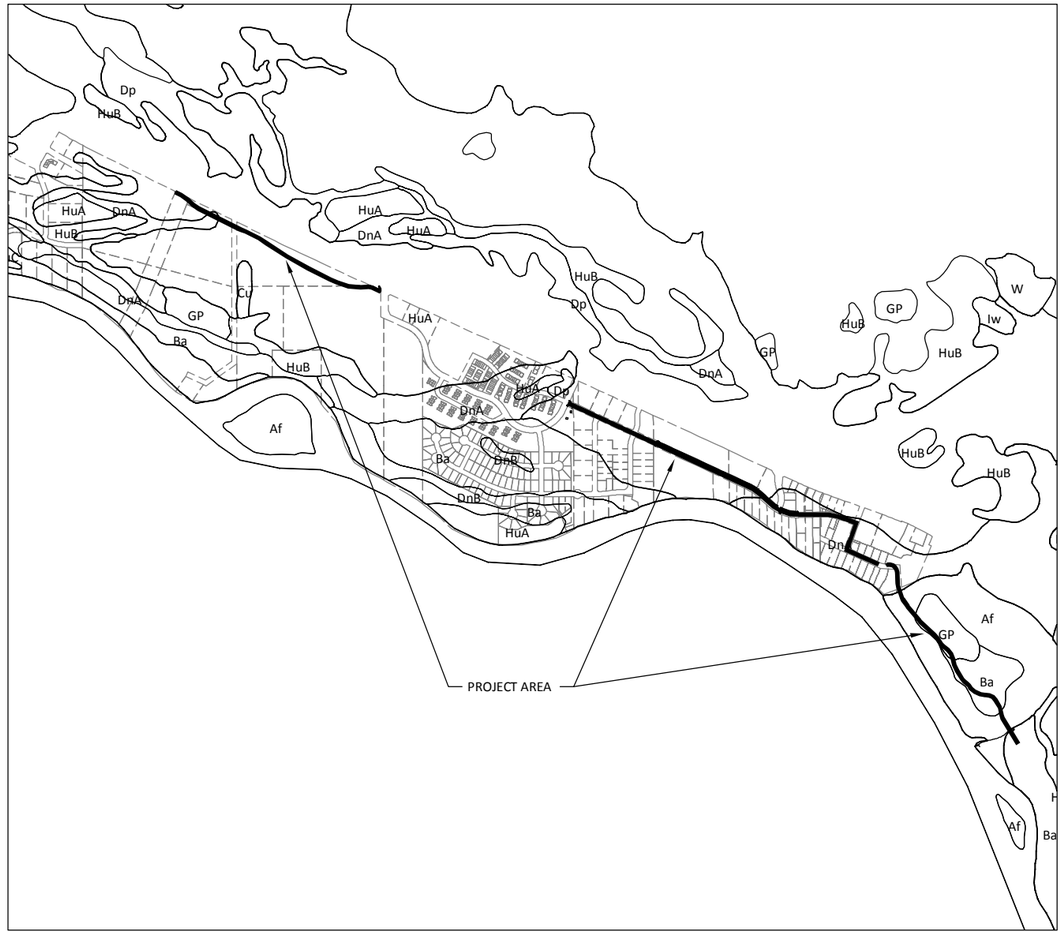
USDA SCS SOIL SURVEY MAP



HORZ. 0 1000 2000 SCALE FEET

SOIL TYPES SUMMARY

Af - Alluvial land, mixed, frequently flooded
Ba - Becker very fine sandy loam
Cu - Cut and fill land
DnA - Dickman sandy loam, 0 to 2 percent slopes
DnB - Dickman sandy loam, 2 to 6 percent slopes
Dp - Duelm loamy coarse sand
GP - Pits, gravel-Udisamments complex
HuA - Hubbard coarse sand, 0 to 2 percent slopes
HuB - Hubbard coarse sand, 2 to 6 percent slopes
Iw - Isanti fine sandy loam
W - Water

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ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
SWPPP FIGURES
SP 103-090-003

SHEET 17 OF 53

WB TH 10

EB TH 10

BP: 0+00.00

PC: 0+61.06

PT: 2+14.45

PC: 3+03.13

PT: 3+64.52

EROSION CONTROL BLANKET CATEGORY 3. NATURAL BIODEGRADABLE (NOT PHOTODEGRADABLE) NETTING AND STICHING MATERIAL

RIVERDALE DRIVE

PC: 9+73.90

PT: 10+08.83

PC: 10+67.45

PT: 12+78.62

PC: 13+85.20

SUBDIVISION NO. 34

EROSION CONTROL LEGEND

- MS — MACHINE SLICED SILT FENCE
- HD — HEAVY DUTY SILT FENCE
- WB — WIRE BACKED SILT FENCE
- SD — SUPER DUTY SILT FENCE
- FLOTATION SILT CURTAIN
- RIP RAP
- INLET PROTECTION
- DITCH CHECK - BIOLOG
- DITCH CHECK - ROCK
- CULVERT / PIPE PROTECTION
- TEMPORARY SEDIMENT BASIN W/ PIPE DRAIN
- SEDIMENT — TEMPORARY SEDIMENT TRAP
- DIVERSION AND PIPE DRAIN
- SANDBAGS
- CONCENTRATED SURFACE FLOW
- C/W — CONCRETE WASHOUT
- BLANKET
- TEMPORARY MULCH
- MULCH
- HYDROMULCH
- SOD
- TURF REINFORCEMENT MAT (TRM)
- OTHER APPROVED BEST MANAGEMENT PRACTICE (BMP)
- CONSTRUCTION ENTRANCE / EXIT

EB TH 10

PT: 23+55.16

PC: 24+60.73

PT: 27+69.38

PC: 28+75.58

PT: 29+25.87

EP: 30+49.09

EROSION CONTROL BLANKET CATEGORY 3. NATURAL BIODEGRADABLE (NOT PHOTODEGRADABLE) NETTING AND STICHING MATERIAL

HORZ. SCALE 0 50 100 FEET

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LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK

DRAWN AK

CHECKED KPK

BOLTON & MENK, INC.

Consulting Engineers & Surveyors

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CITY OF ANOKA, MINNESOTA

MISSISSIPPI RIVER TRAIL

TEMPORARY EROSION CONTROL & TURF ESTABLISHMENT - WEST TRAIL

SP 103-090-003

SHEET 18 OF 53

EROSION CONTROL LEGEND

- MS — MACHINE SLICED SILT FENCE
- HD — HEAVY DUTY SILT FENCE
- WB — WIRE BACKED SILT FENCE
- SD — SUPER DUTY SILT FENCE
- FLOTATION SILT CURTAIN
- RIP RAP
- INLET PROTECTION
- DITCH CHECK - BIOLOG
- DITCH CHECK - ROCK
- CULVERT / PIPE PROTECTION
- TEMPORARY SEDIMENT BASIN W/ PIPE DRAIN
- SEDIMENT — TEMPORARY SEDIMENT TRAP
- DIVERSION AND PIPE DRAIN
- SANDBAGS
- CONCENTRATED SURFACE FLOW
- C/W — CONCRETE WASHOUT
- BLANKET
- TEMPORARY MULCH
- MULCH
- HYDROMULCH
- SOD
- TURF REINFORCEMENT MAT (TRM)
- OTHER APPROVED BEST MANAGEMENT PRACTICE (BMP)
- CONSTRUCTION ENTRANCE / EXIT

RIVERDALE DRIVE

SUNFISH LAKE BOULEVARD

RIVERDALE DRIVE

HORZ. SCALE 0 50 100 FEET

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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

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Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
TEMPORARY EROSION CONTROL & TURF ESTABLISHMENT - CENTRAL TRAIL
SP 103-090-003

SHEET 19 OF 53

EROSION CONTROL LEGEND

MS — MACHINE SLICED SILT FENCE	DITCH CHECK - ROCK	BLANKET	SOD
HD — HEAVY DUTY SILT FENCE	CULVERT / PIPE PROTECTION	TEMPORARY MULCH	TURF REINFORCEMENT MAT (TRM)
WB — WIRE BACKED SILT FENCE	TEMPORARY SEDIMENT BASIN W/ PIPE DRAIN	MULCH	OTHER APPROVED BEST MANAGEMENT PRACTICE (BMP)
SD — SUPER DUTY SILT FENCE	TEMPORARY SEDIMENT TRAP	HYDROMULCH	CONSTRUCTION ENTRANCE / EXIT
FLOTATION SILT CURTAIN	DIVERSION AND PIPE DRAIN		
RIP RAP	SANDBAGS		
INLET PROTECTION	CONCENTRATED SURFACE FLOW		
DITCH CHECK - BIOLOG	CONCRETE WASHOUT		

EROSION CONTROL BLANKET CATEGORY 3.
NATURAL BIODEGRADABLE (NOT PHOTODEGRADABLE) NETTING AND STICHING MATERIAL

RIVLYN AVENUE

EROSION CONTROL BLANKET CATEGORY 3.
NATURAL BIODEGRADABLE (NOT PHOTODEGRADABLE) NETTING AND STICHING MATERIAL

HORZ. 0 50 100
SCALE FEET

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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
TEMPORARY EROSION CONTROL & TURF ESTABLISHMENT - EAST TRAIL
SP 103-090-003

SHEET 20 OF 53

WB TH 10

EB TH 10

REMOVE 20 LF
CHAIN LINK FENCE

REMOVE 25 LF
CURB AND GUTTER

REMOVE 25 LF
CURB AND GUTTER

APPROXIMATE GRADING LIMITS

OUTLOT A

RIVERDALE DRIVE

SUBDIVISION NO. 34

EXISTING

CBMH 5

CBMH 4

CBMH 2

CBMH 6

CBMH 8

CBMH 9

CBMH 7

CB 1

CB 11

CBMH 10

EB TH 10

PROTECT EXISTING
BILLBOARD

REMOVE 40 FT
WOVEN WIRE FENCE

RIVE

REMOVALS LEGEND

REMOVE CONCRETE CURB AND GUTTER

CLEAR AND GRUB

HORZ. SCALE 0 50 100 FEET

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ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA

MISSISSIPPI RIVER TRAIL

REMOVALS - WEST TRAIL

SP 103-090-003

SHEET 21 OF 53

FELDSPAR STREET

RELOCATE STREET SIGN

REMOVE 25 LF CURB AND GUTTER

REMOVE EXISTING ℄ STRIPING

REMOVE EXISTING SHOULDER STRIPING

RIVERDALE DRIVE

REMOVE EXISTING ℄ STRIPING

REMOVE EXISTING SHOULDER STRIPING

EBONY STREET

RELOCATE STREET SIGN

REMOVE 25 LF CURB AND GUTTER

REMOVE EXISTING SHOULDER STRIPING

REMOVE 25 LF CURB AND GUTTER

DOLOMITE STREET

REMOVE 25 LF CURB AND GUTTER

REMOVE EXISTING ℄ STRIPING

REMOVALS LEGEND

REMOVE CONCRETE CURB AND GUTTER

CLEAR AND GRUB

TRIM TREE AS NEEDED TO MAINTAIN TRAIL CLEAR ZONE

RELOCATE PRIVATE UTILITY PEDESTAL (BY OTHERS)

RELOCATE FIRE HYDRANT OUTSIDE OF TRAIL CLEAR ZONE

RIVERDALE DRIVE

REMOVE 25 LF CURB AND GUTTER

REMOVE 25 LF CURB AND GUTTER

HORZ. SCALE 0 50 100 FEET

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ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

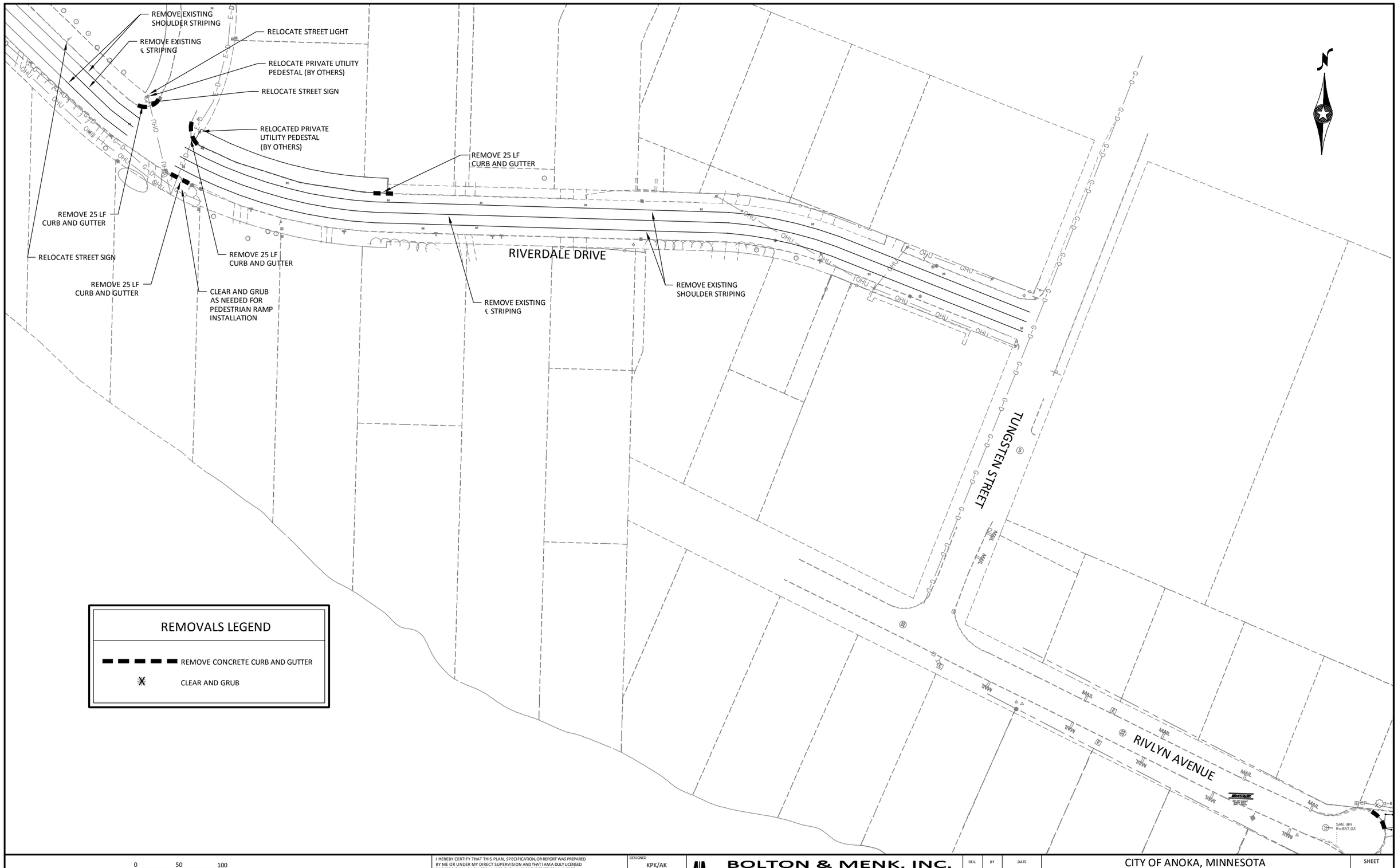
CITY OF ANOKA, MINNESOTA

MISSISSIPPI RIVER TRAIL

REMOVALS - CENTRAL TRAIL

SP 103-090-003

SHEET 22 OF 53



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ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
REMOVALS - CENTRAL TRAIL
SP 103-090-003

REMOVE 20 LF CHAIN LINK FENCE

REMOVE 25 LF CURB AND GUTTER

REMOVE 2 EA CONCRETE APRON

REMOVE 31 LF 48" RCP

APPROXIMATE GRADING LIMITS

REMOVALS LEGEND

REMOVE CONCRETE CURB AND GUTTER

CLEAR AND GRUB

APPROXIMATE GRADING LIMITS

REMOVE 20 LF FENCE

REMOVE 20 LF FENCE

HORZ. SCALE 0 50 100 FEET

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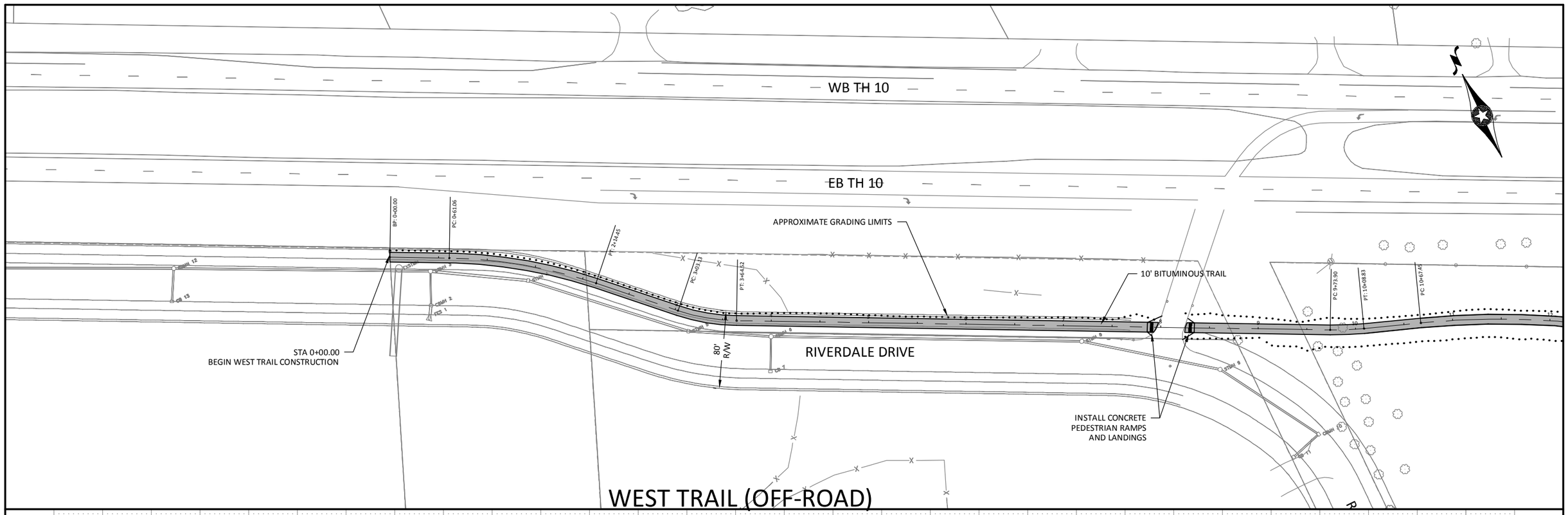
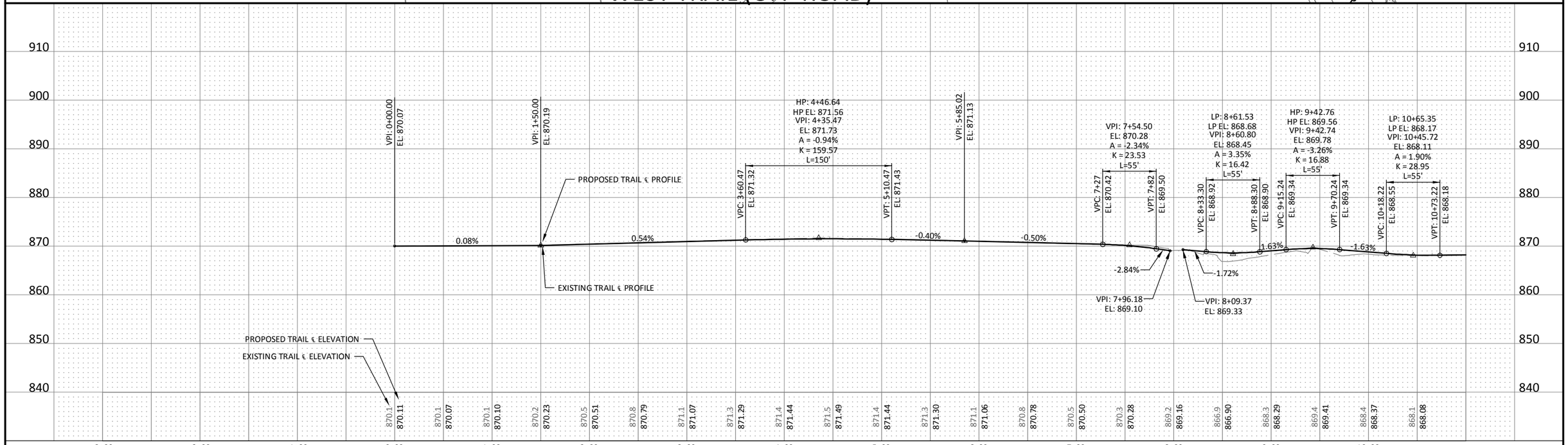
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
REMOVALS - EAST TRAIL
SP 103-090-003

SHEET 24 OF 53



WEST TRAIL (OFF-ROAD)



HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 10 20 FEET

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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 25 OF 53

EB TH-10

10' BITUMINOUS TRAIL

INSTALL CONCRETE PEDESTRIAN RAMPS AND LANDINGS

APPROXIMATE GRADING LIMITS

RIVERDALE DRIVE

PC: 9+73.90

PT: 10+08.83

PC: 10+67.74

PT: 12+78.62

PC: 13+85.20

WEST TRAIL (OFF-ROAD)

VPI: 8+09.37
EL: 869.33

LP: 8+61.53
LP EL: 868.68
VPI: 8+60.80
EL: 868.45
A = 3.35%
K = 16.42
L=55'

VPC: 8+33.30
EL: 868.92

VPT: 8+88.30
EL: 868.90

1.72%

HP: 9+42.76
HP EL: 869.56
VPI: 9+42.74
EL: 869.78
A = -3.26%
K = 16.88
L=55'

VPC: 9+15.24
EL: 869.34

VPT: 9+70.24
EL: 869.34

1.63%

-1.63%

LP: 10+65.35
LP EL: 868.17
VPI: 10+45.72
EL: 868.11
A = 1.90%
K = 28.95
L=55'

VPC: 10+18.22
EL: 868.55

VPT: 10+73.22
EL: 868.18

0.27%

HP: 12+55.68
HP EL: 868.63
VPI: 12+49.66
EL: 868.66
A = -0.45%
K = 123.39
L=55'

VPC: 12+22.16
EL: 868.59

VPT: 12+77.16
EL: 868.61

PROPOSED TRAIL ℄ PROFILE

-0.17%

LP: 15+50.78
LP EL: 868.16
VPI: 15+48.98
EL: 868.14
A = 0.33%
K = 168.32
L=55'

VPC: 15+21.48
EL: 868.19

VPT: 15+76.48
EL: 868.18

0.15%

VPI: 17+27.25
EL: 868.41
A = 0.74%
K = 74.27
L=55'

VPC: 16+99.75
EL: 868.37

VPT: 17+54.75
EL: 868.66

0.89%

HP: 18+51.17
HP EL: 869.44
VPI: 18+60.20
EL: 869.60
A = -2.66%
K = 20.68
L=55'

VPC: 18+32.70
EL: 869.35

VPT: 18+87.70
EL: 869.11

1.77%

VPI: 19+40.67
EL: 868.18
A = -3.02%
K = 18.19
L=55'

VPC: 19+13.17
EL: 868.66

VPT: 19+68.17
EL: 866.86

-4.79%

LP: 20+82.29
LP EL: 863.49
VPI: 20+44.78
EL: 863.19
A = 5.47%
K = 18.27
L=100'

VPC: 19+94.78
EL: 865.59

VPT: 20+94.78
EL: 863.53

0.68%

HP: 21+48.99
HP EL: 863.85
VPI: 21+60.22
EL: 863.98
A = -2.31%
K = 23.80
L=55'

VPC: 21+32.72
EL: 863.79

VPT: 21+87.72
EL: 863.53

EXISTING TRAIL ℄ PROFILE

PROPOSED TRAIL ℄ ELEVATION

EXISTING TRAIL ℄ ELEVATION

910 900 890 880 870 860 850 840

869.2 869.16 866.9 866.90 868.3 868.29 869.4 869.41 868.4 868.37 868.1 868.08 868.2 868.24 868.2 868.21 868.6 868.62 868.2 868.22 868.2 868.21 868.0 867.98 867.9 867.90 867.9 867.95 868.1 868.10 867.8 867.82 867.8 867.80 867.9 867.89 868.0 868.00 868.2 868.16 869.1 869.08 869.6 869.59 869.3 869.28 867.8 867.79 865.1 865.10 863.4 863.44 863.4 863.41 864.0 863.97

8+00 9+00 10+00 11+00 12+00 13+00 14+00 15+00 16+00 17+00 18+00 19+00 20+00 21+00

HORZ. SCALE 0 50 100 FEET

VERT. SCALE 0 10 20 FEET

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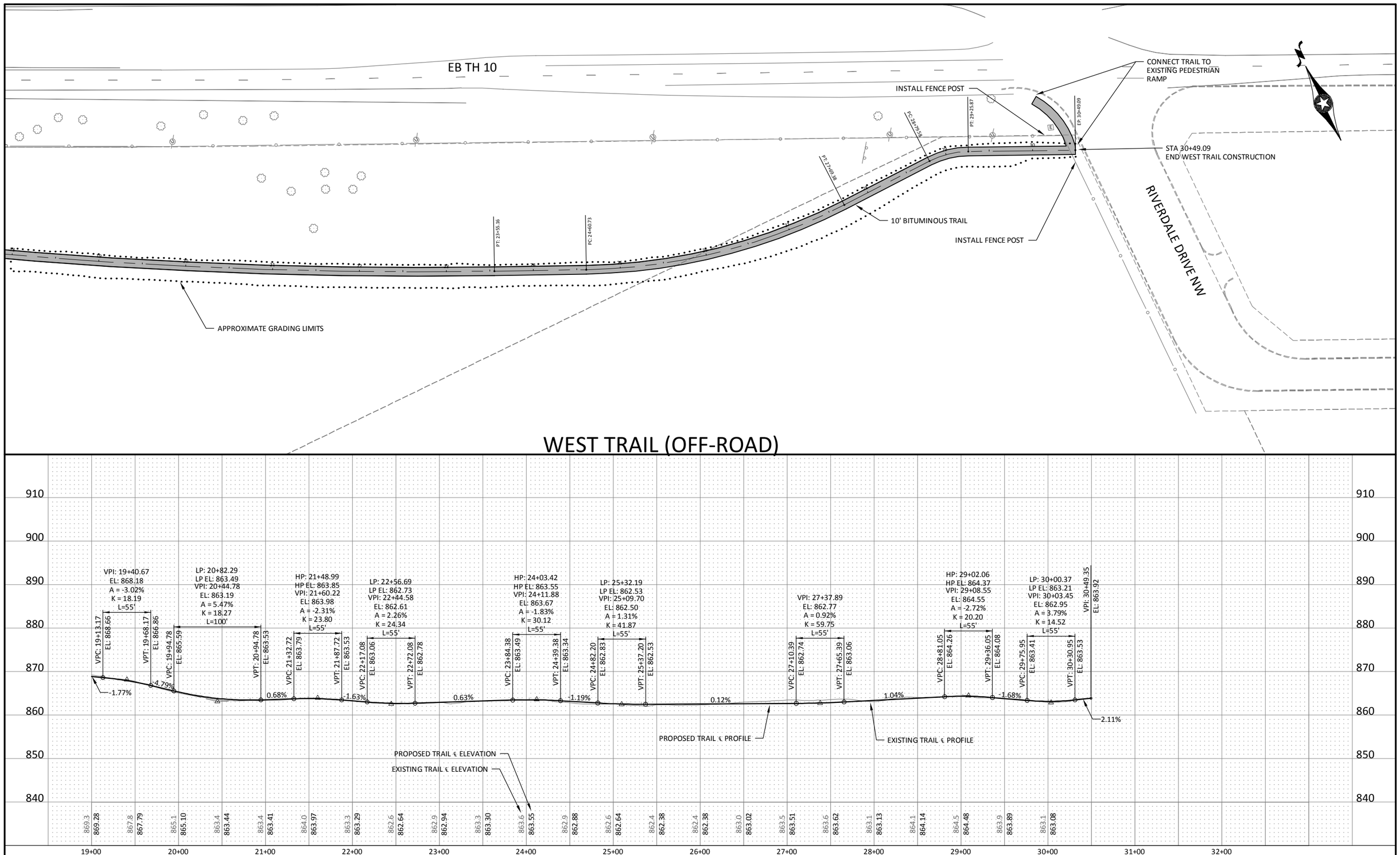
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 26 OF 53



WEST TRAIL (OFF-ROAD)

HORZ. SCALE 0 50 100 FEET

VERT. SCALE 0 10 20 FEET

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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 27 OF 53

FELDSPAR STREET

139TH LANE

RIVERDALE DRIVE

EBONY STREET

DOLOMITE STREET

66' R/W

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

36"x120" WHITE CROSSWALK MARKING - EPOXY

STA 100+00.00
BEGIN ON-ROAD BIKE LANES

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

INSTALL INTERPRETIVE SIGN (SEE DETAIL)

RESTROOM BY OTHERS (2013 CONSTRUCTION)

SHELTER BY OTHERS (2013 CONSTRUCTION)

4" SOLID WHITE - EPOXY

4" DOUBLE SOLID YELLOW - EPOXY

R3-17 (24X30) BIKE LANE

R8-3A (24X24)

R3-17 (24X18) BIKE LANE

STA 112+73.65
END ON-ROAD BIKE LANES
BEGIN OFF-ROAD SHARED USE PATH

STOP R1-1 (30X30)

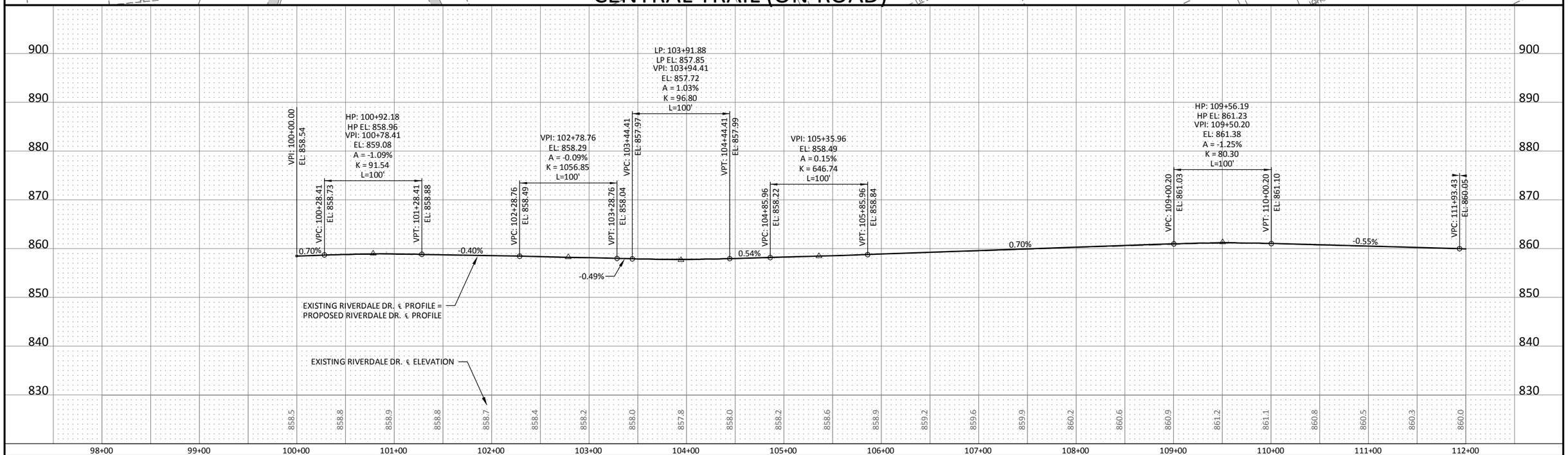
D11-1 (24X18) BIKE ROUTE D1-1

W11-15 (30X30)

D1-1 (VARIES)
MISS. R. TRAIL

D11-1 (24X18) BIKE ROUTE

CENTRAL TRAIL (ON-ROAD)



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VERT. SCALE 0 10 20 FEET

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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
CENTRAL TRAIL (ON-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 28 OF 53

SIGNS SHALL BE INSTALLED TO MAINTAIN
2' CLEAR ZONE FROM PROPOSED TRAIL

R3-17 (24X18) BIKE LANE
R8-3A (24x24)
R1-1 (30X30) STOP
D11-1 (24x18) BIKE ROUTE
D1-1 (VARIES x6") MRKR. R. TRAIL
W11-15 (30X30)
R8-3A (24x24)

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

4" SOLID WHITE - EPOXY

RIVERDALE DRIVE

80' R/W

4" SOLID WHITE - EPOXY

36"x120" WHITE CROSSWALK MARKING - EPOXY

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

4" DOUBLE SOLID YELLOW - EPOXY

D1-1 (VARIES x6") MRKR. R. TRAIL
D11-1 (24x18) BIKE ROUTE

CENTRAL TRAIL (OFF-ROAD)

VPI: 112+73.65
EL: 859.50

VPC: 113+50.10
EL: 858.85

VPI: 114+00.10
EL: 858.43
A = -0.29%
K = 340.23
L=100'

VPT: 114+50.10
EL: 857.86

VPC: 115+01.28
EL: 857.28

VPI: 115+51.28
EL: 856.70
A = -0.09%
K = 1112.67
L=100'

VPT: 116+01.28
EL: 856.09

VPC: 116+50.01
EL: 855.49

LP: 117+37.62
LP EL: 854.95
VPI: 117+00.01
EL: 854.87
A = 1.40%
K = 71.19
L=100'

VPT: 117+50.01
EL: 854.96

VPC: 119+00
EL: 855.22

VPI: 119+50
EL: 855.31
A = 0.19%
K = 536.50
L=100'

VPT: 120+00
EL: 855.49

-0.85%
-1.14%
-1.23%
0.17%
0.36%

PROPOSED RIVERDALE DR. TRAIL ℄ PROFILE
EXISTING RIVERDALE DR. TRAIL ℄ PROFILE
PROPOSED RIVERDALE DR. TRAIL ℄ ELEVATION
EXISTING RIVERDALE DR. TRAIL ℄ ELEVATION

| | | |

SIGNS SHALL BE INSTALLED TO MAINTAIN 2' CLEAR ZONE FROM PROPOSED TRAIL

SUNFISH LAKE BOULEVARD

RIVERDALE DRIVE

36"x120" WHITE CROSSWALK MARKING - EPOXY

INSTALL CONCRETE PEDESTRIAN RAMPS AND LANDINGS

INSTALL CONCRETE PEDESTRIAN RAMPS AND LANDINGS

36"x120" WHITE CROSSWALK MARKING - EPOXY

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

4" SOLID WHITE - EPOXY

4" DOUBLE SOLID YELLOW - EPOXY

4" SOLID WHITE - EPOXY

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

STA 133+80.74
END OFF-ROAD SHARED USE PATH
BEGIN ON-ROAD BIKE LANES

W11-15 (30X30)
D1-1 (VARIES)
D11-1 (24X18)
R1-1 (30X30)
R3-17 (24X18)
R8-3A (24X24)
W16-1P (18X24)
W11-1 (24X24)
R8-3A (24X24)

CENTRAL TRAIL (OFF-ROAD)

HP: 125+90.92
HP EL: 857.55
VPI: 126+04.61
EL: 857.67
A = -0.99%
K = 100.72
L=100'

VPC: 125+54.61 EL: 857.49
VPT: 126+54.61 EL: 857.35
-0.63%
VPI: 127+17.28 EL: 856.96
VPI: 127+44.81 EL: 856.86

HP: 127+90.48
HP EL: 856.93
VPI: 127+96.18
EL: 856.95
A = -0.44%
K = 124.53
L=55'

VPC: 127+68.68 EL: 856.91
VPT: 128+23.68 EL: 856.88
0.18%
-0.27%

LP: 129+02.73
LP EL: 856.71
VPI: 129+00.21
EL: 856.68
A = 0.49%
K = 112.60
L=55'

VPC: 128+72.71 EL: 856.75
VPT: 129+27.71 EL: 856.74
0.22%

HP: 130+07.72
HP EL: 856.91
VPI: 130+32.17
EL: 856.97
A = -4.00%
K = 13.74
L=55'

VPC: 130+04.67 EL: 856.91
VPT: 130+59.67 EL: 855.93
-3.78%
VPI: 130+87.10 EL: 854.89

HP: 132+47.47
HP EL: 855.84
VPI: 132+00.03
EL: 855.86
A = -1.71%
K = 58.64
L=100'

VPC: 131+50.03 EL: 855.03
VPT: 132+50.03 EL: 855.84
1.66%
-0.04%

LP: 132+93.67
LP EL: 855.82
VPI: 133+12.59
EL: 855.81
A = 0.14%
K = 711.37
L=100'

VPC: 132+62.59 EL: 855.83
VPT: 133+62.59 EL: 855.86
0.10%

VPI: 131+43.50
EL: 854.92

VPI: 133+80.74
EL: 855.87

EXISTING RIVERDALE DR. TRAIL ℄ PROFILE

PROPOSED RIVERDALE DR. TRAIL ℄ PROFILE

EXISTING RIVERDALE DR. TRAIL ℄ ELEVATION

PROPOSED RIVERDALE DR. TRAIL ℄ ELEVATION

900 890 880 870 860 850 840 830

857.2 857.24 857.3 857.31 857.7 857.69 857.7 857.74 857.4 857.40 857.3 857.33 856.9 856.93 856.7 856.72 856.5 856.54 856.5 856.54 856.9 856.94 856.6 856.63 854.8 854.84 855.5 855.50 856.1 856.05 855.8 855.84 855.9 855.87 856.3 856.31

125+00 126+00 127+00 128+00 129+00 130+00 131+00 132+00 133+00 134+00 135+00 136+00 137+00 138+00

HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 10 20 FEET

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CHECKED KPK

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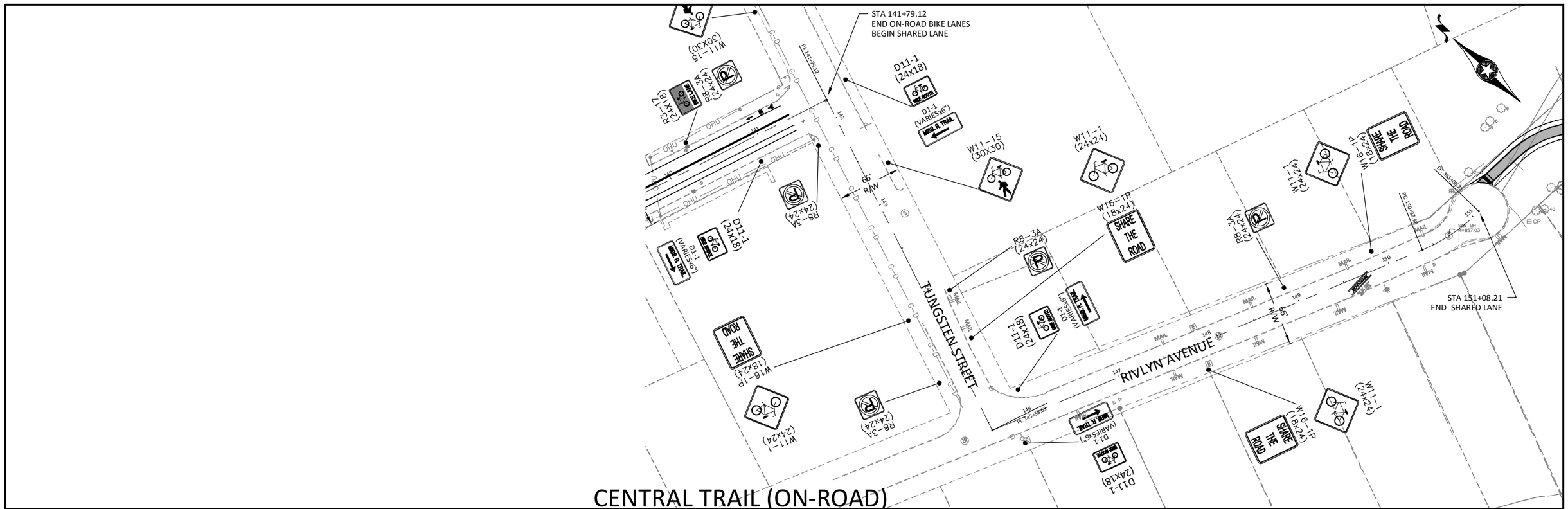
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

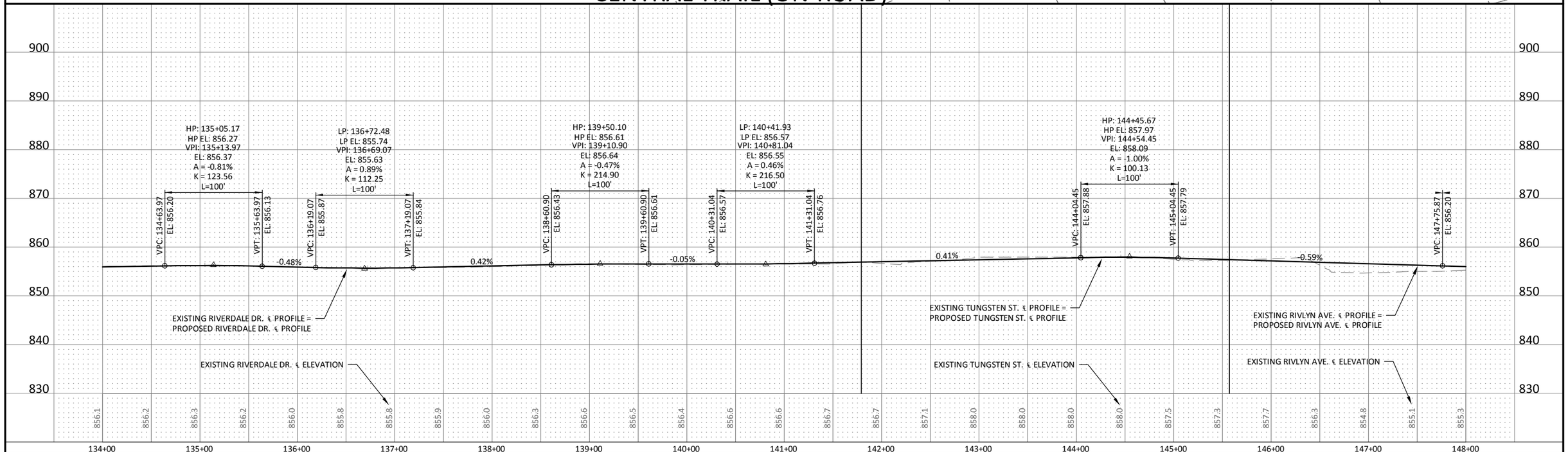
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
CENTRAL TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 30 OF 53



CENTRAL TRAIL (ON-ROAD)



HORZ. SCALE 0 50 100 FEET
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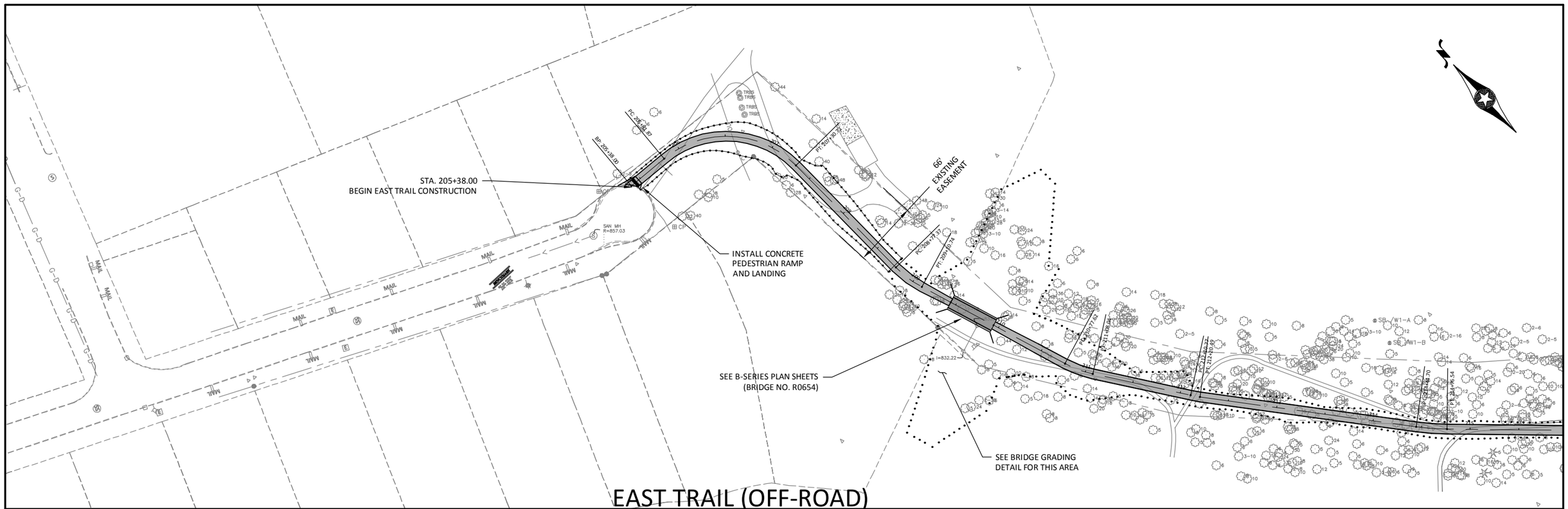
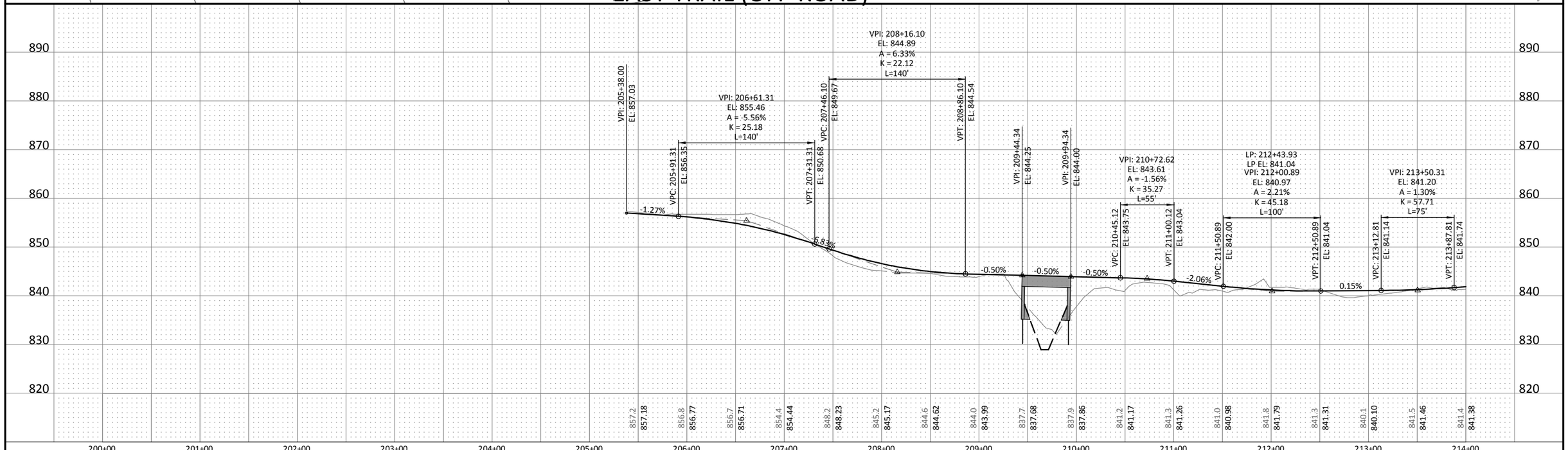
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
CENTRAL TRAIL (ON-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 31 OF 53



EAST TRAIL (OFF-ROAD)



HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 10 20 FEET

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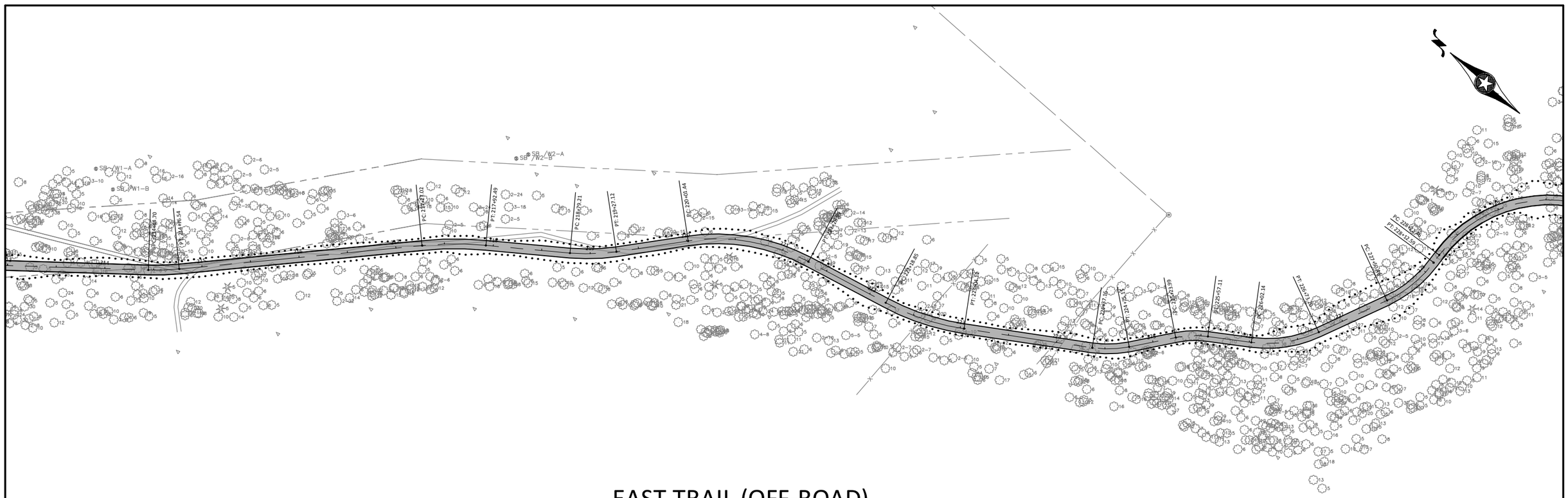
ROCHESTER, MN SPENCER, IA

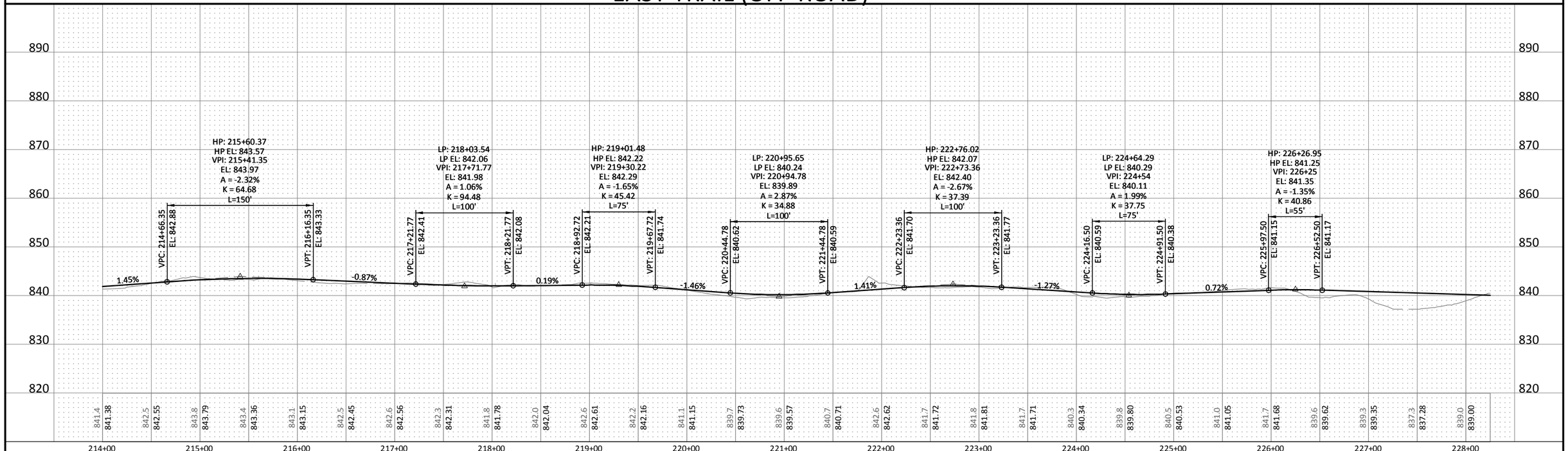
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 32 OF 53



EAST TRAIL (OFF-ROAD)



HORZ. SCALE 0 50 100 FEET

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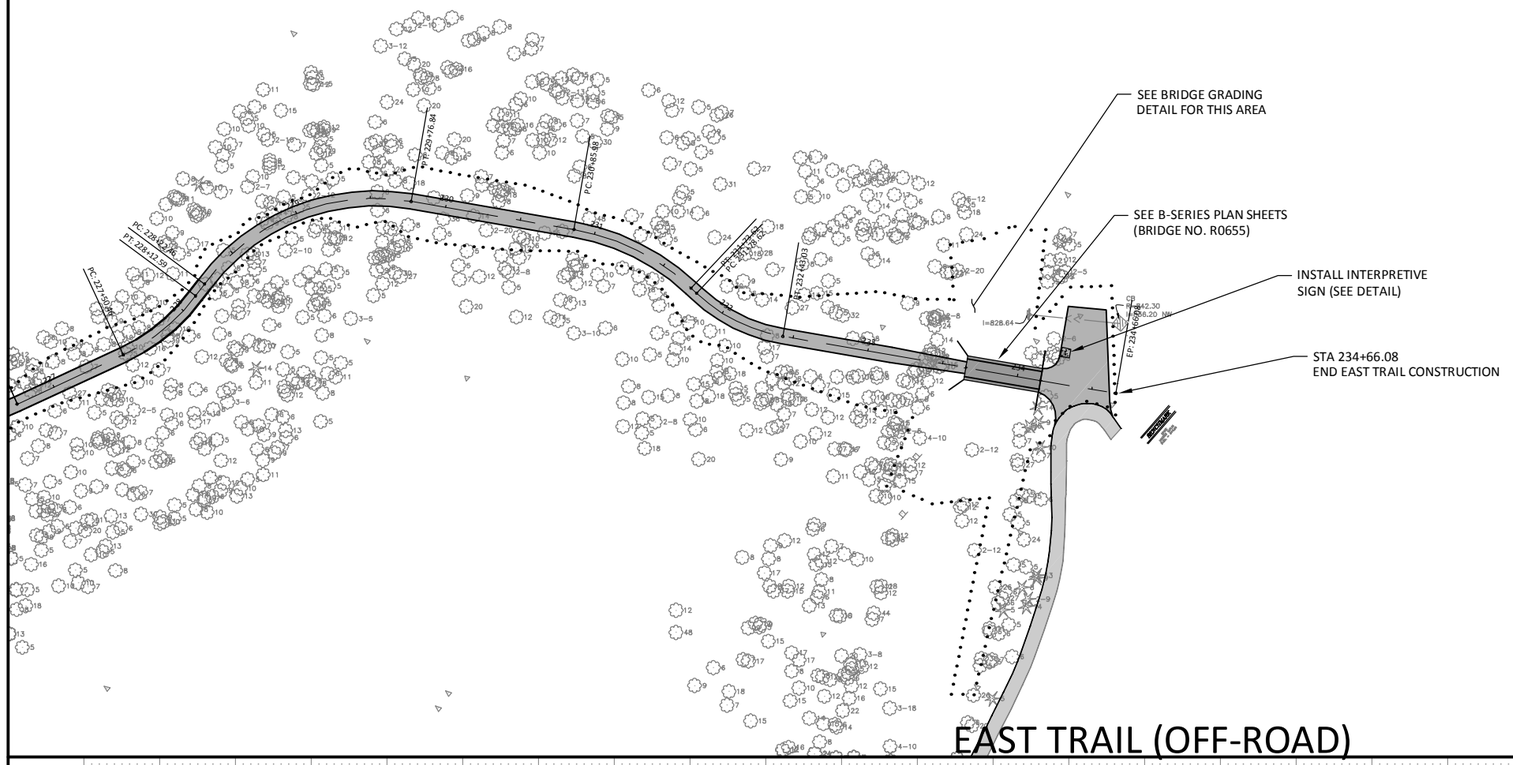
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

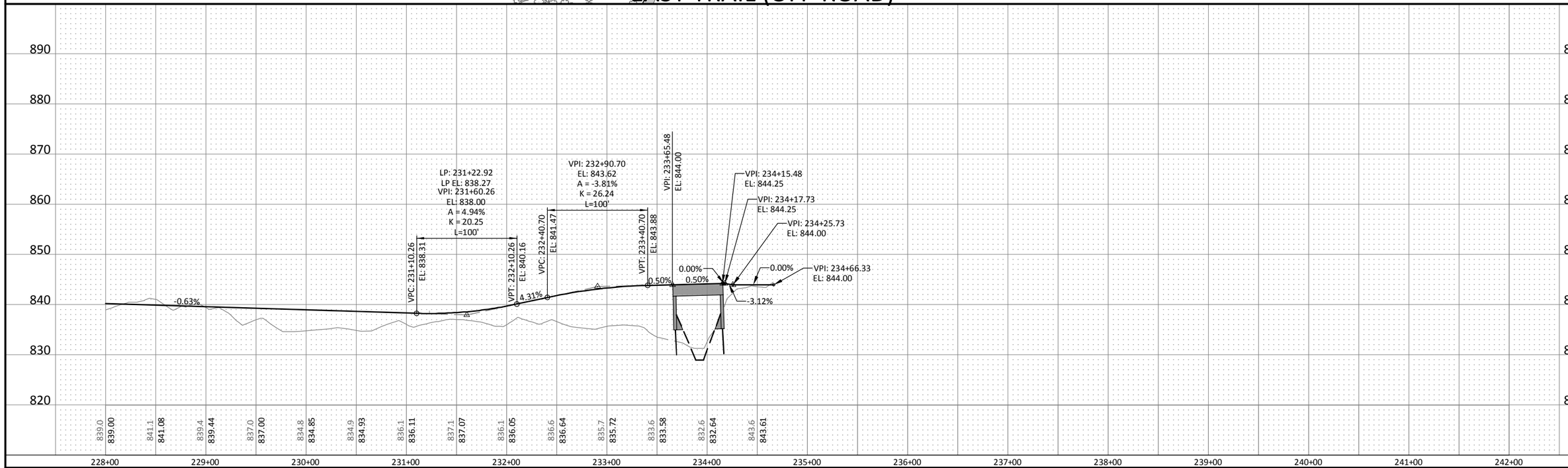
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 33 OF 53



EAST TRAIL (OFF-ROAD)



HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 10 20 FEET

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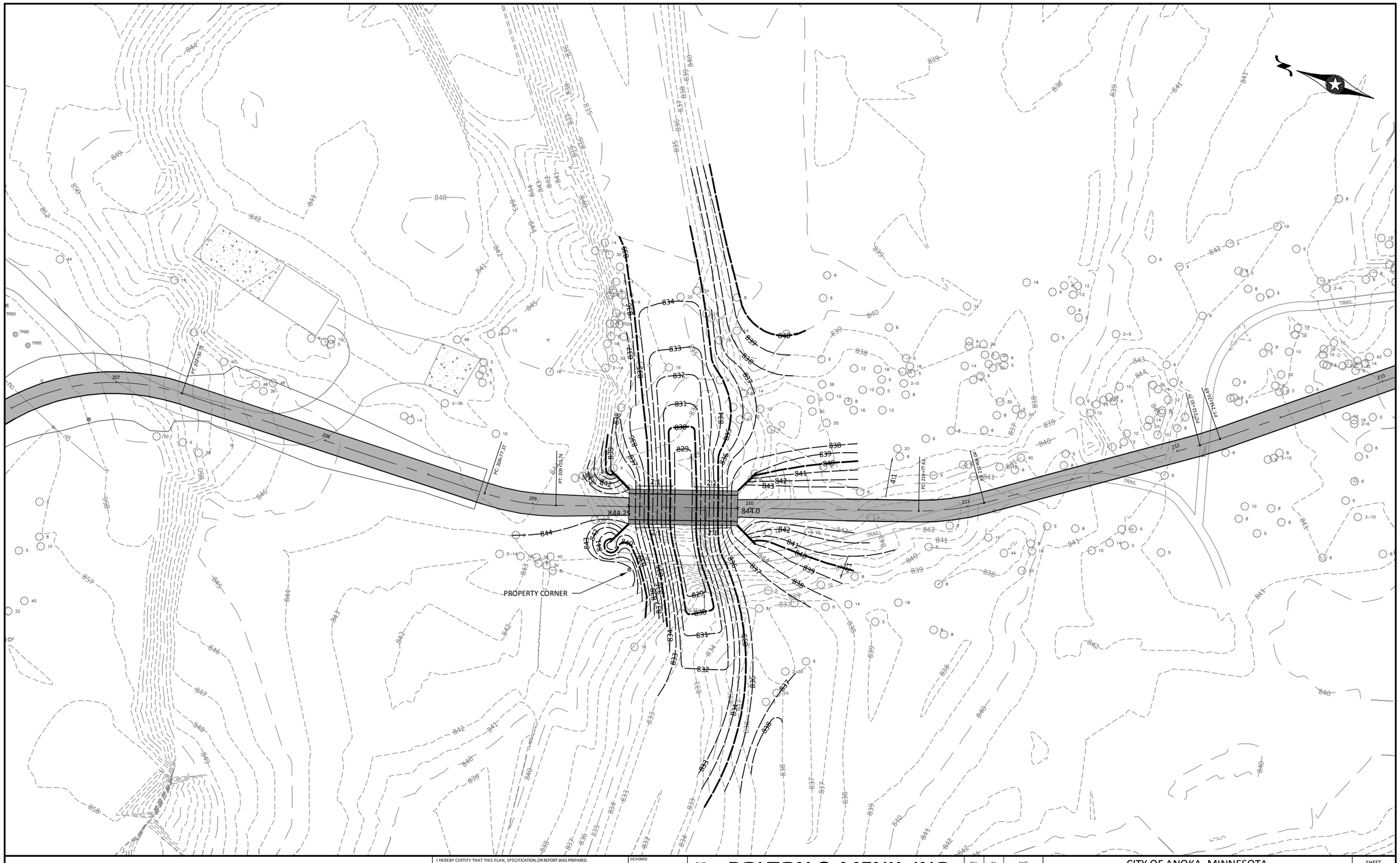
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003



HORZ. SCALE 0 20 40 FEET

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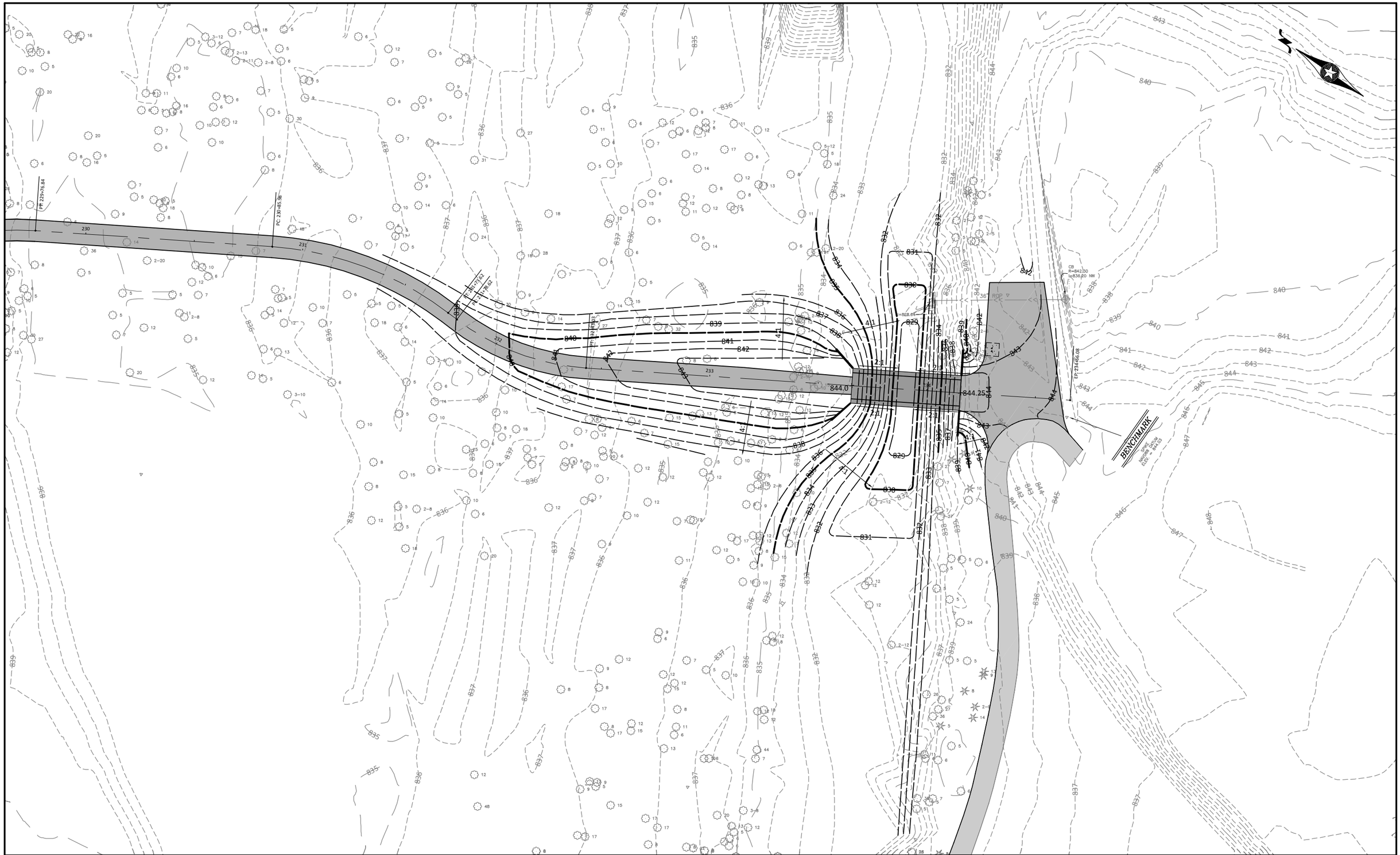
ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) - WEST BRIDGE GRADING DETAIL
SP 103-090-003

SHEET 35 OF 53



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HORZ. SCALE FEET

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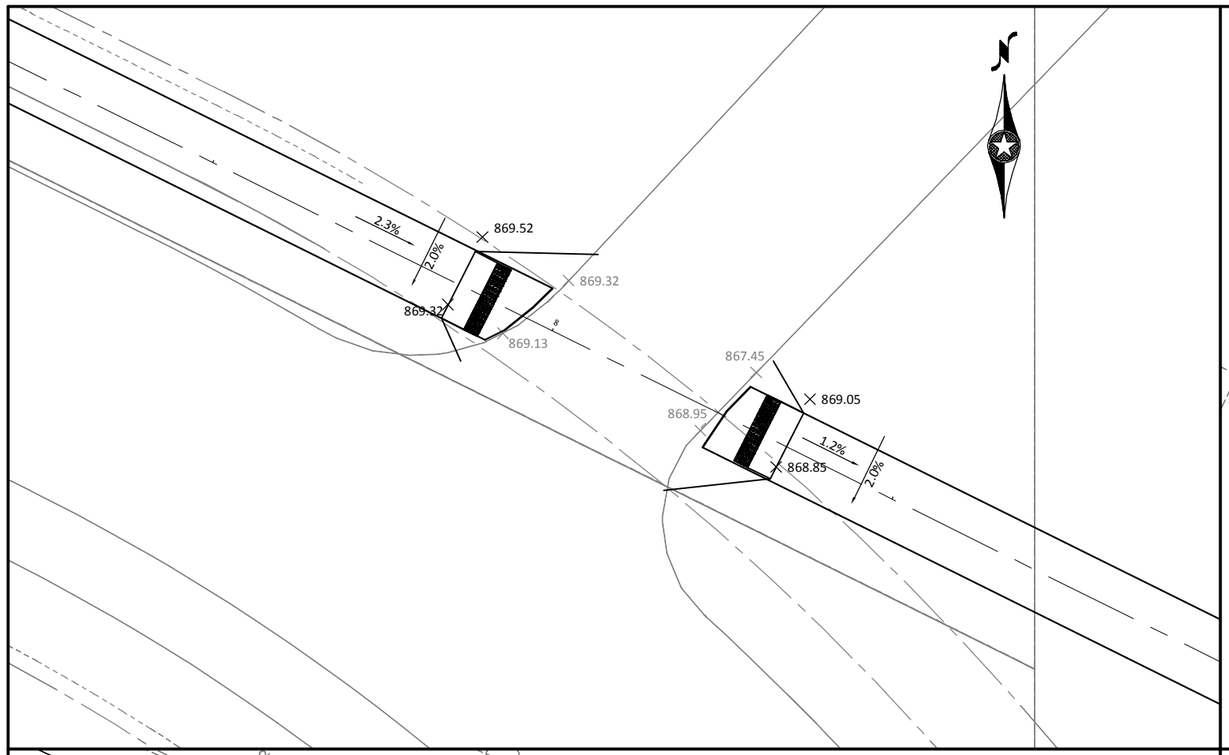
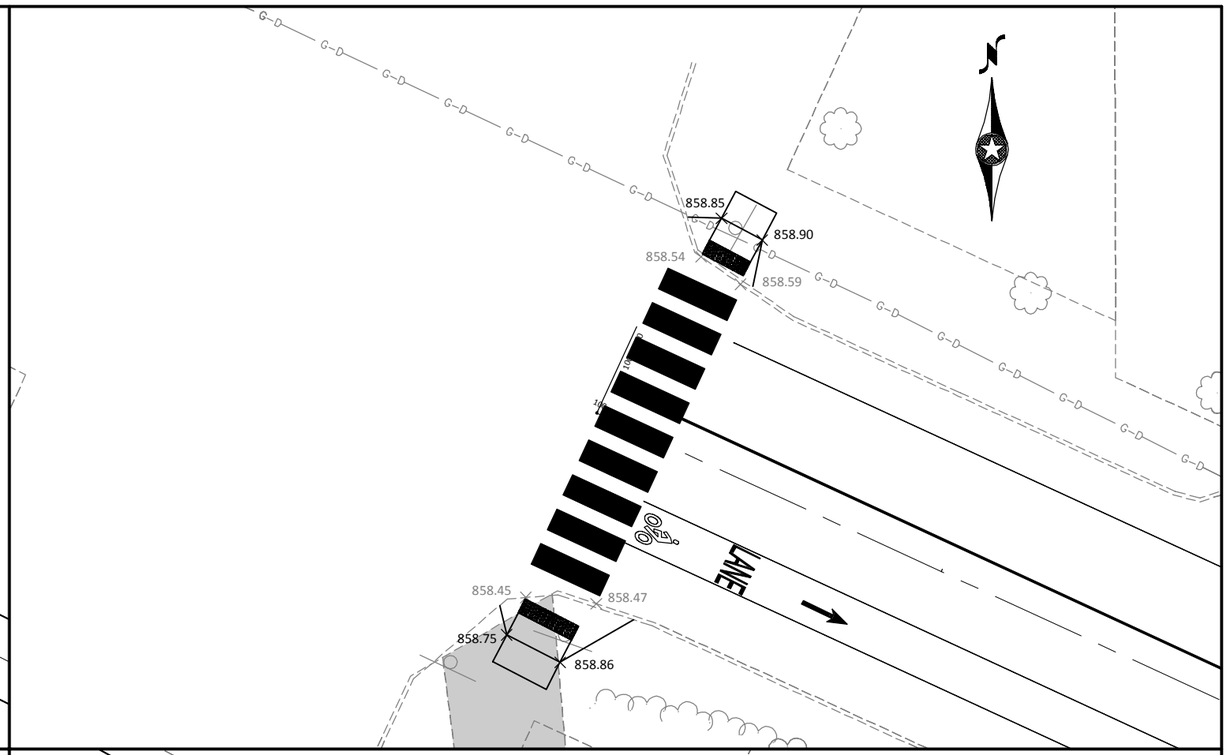
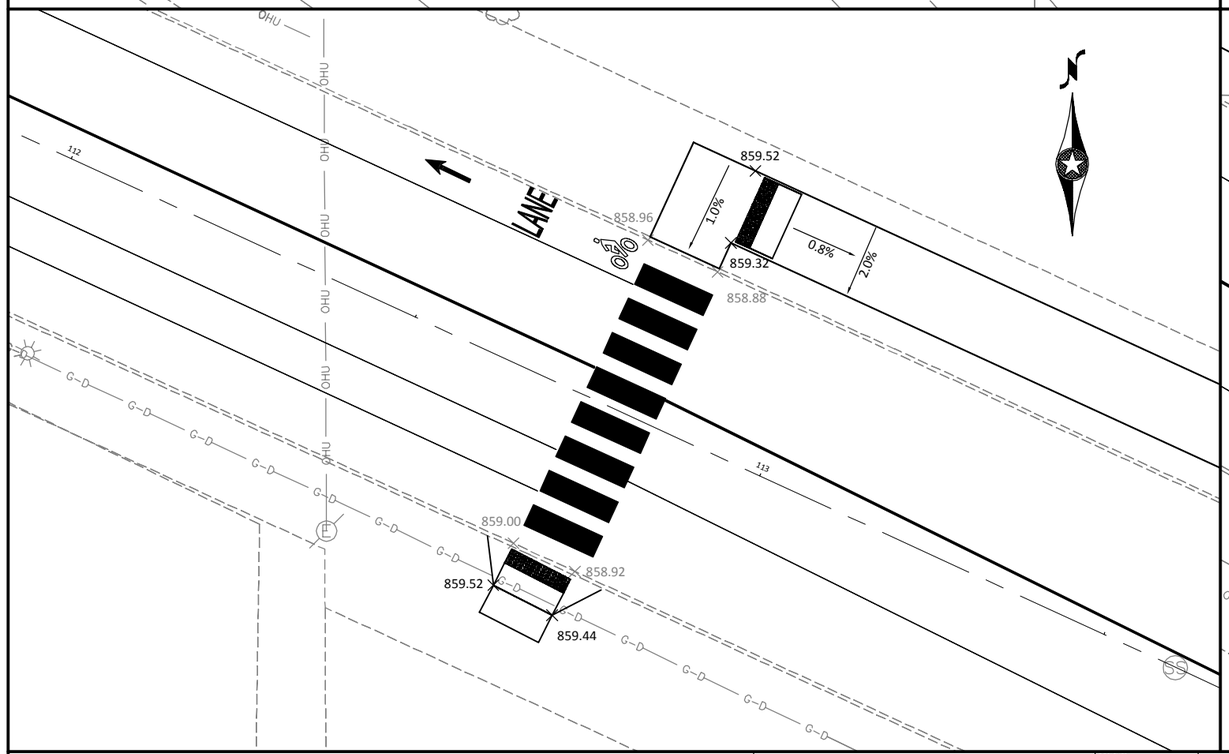
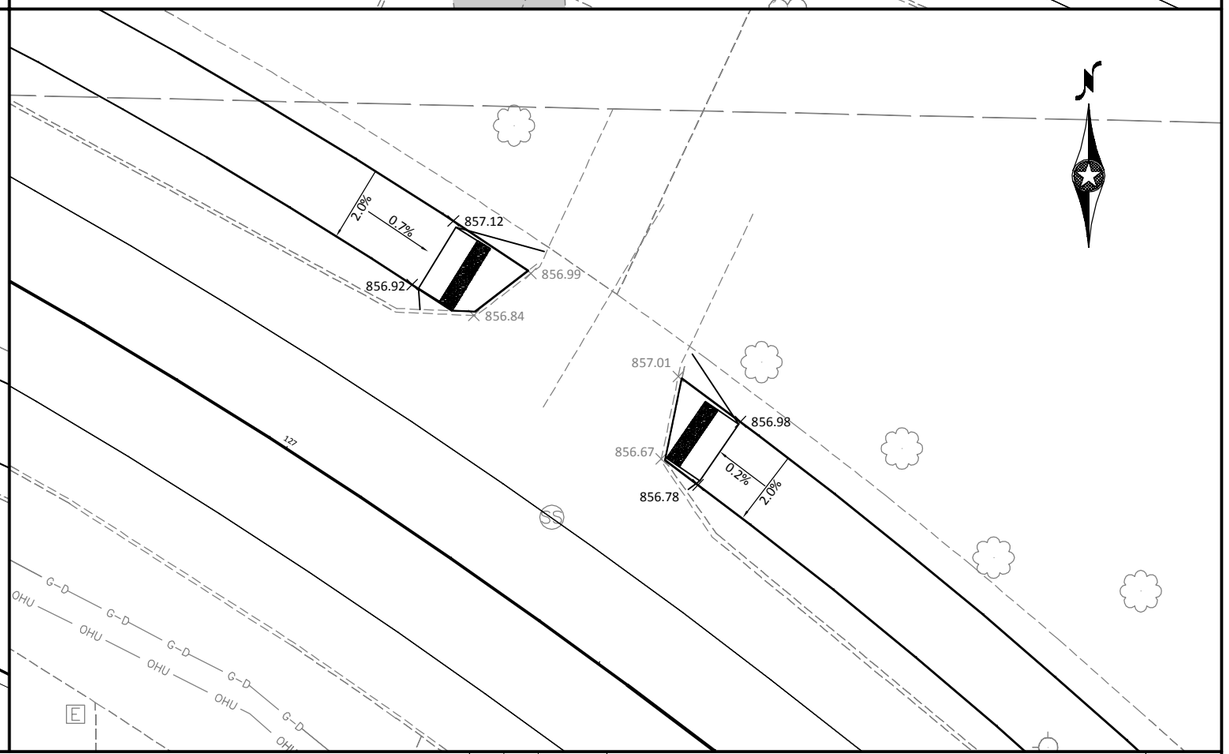
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) - EAST BRIDGE GRADING DETAIL
SP 103-090-003

SHEET 36 OF 53









HORZ. SCALE 0 10 20 FEET

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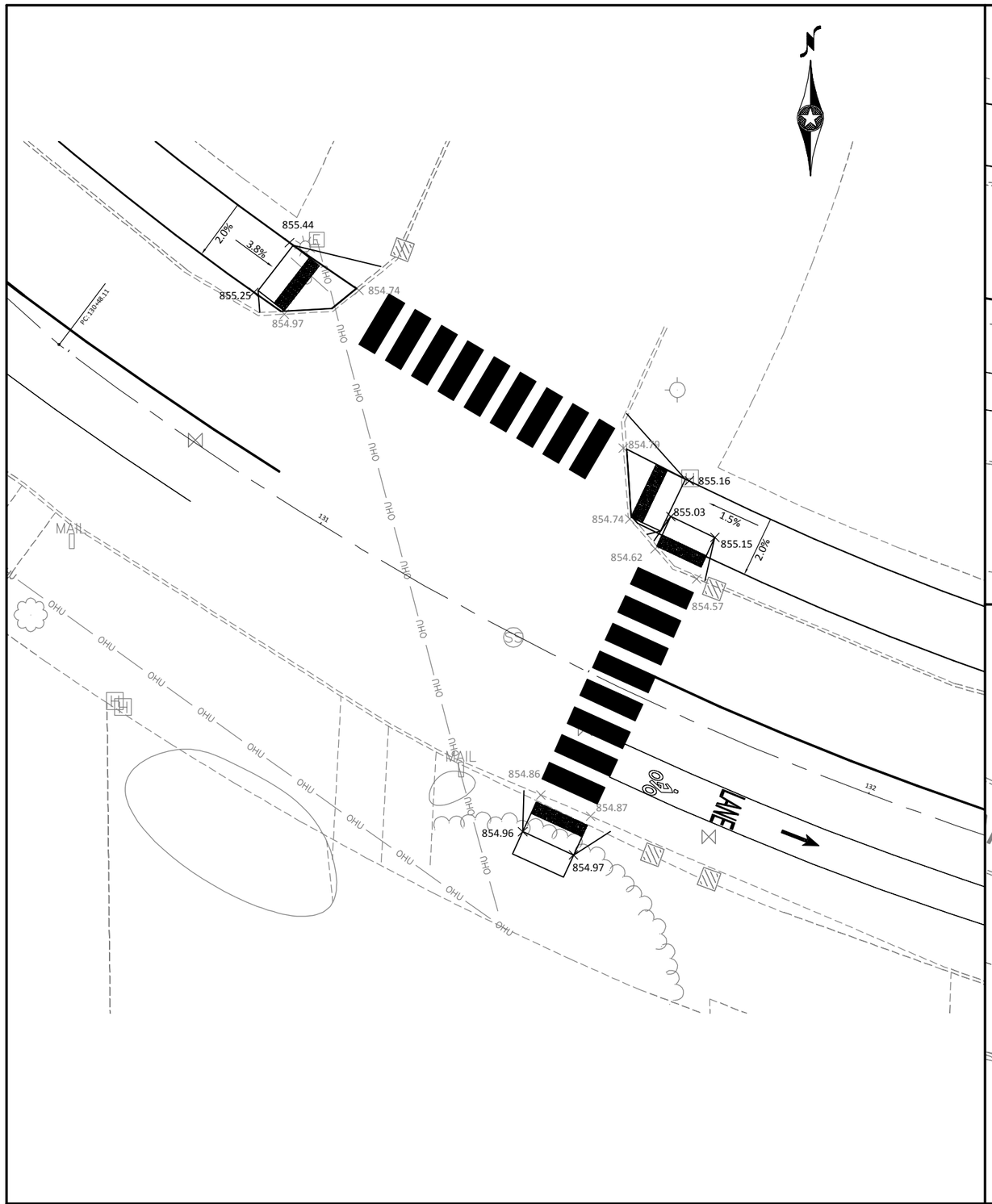
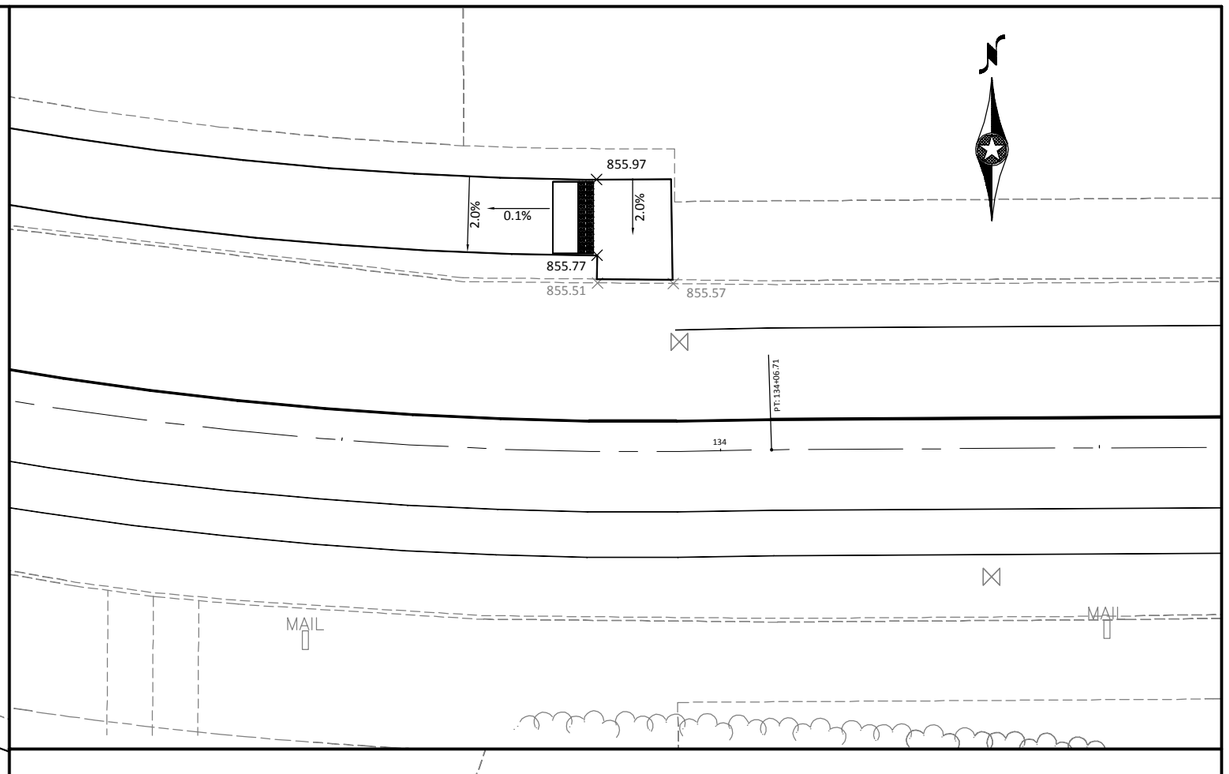
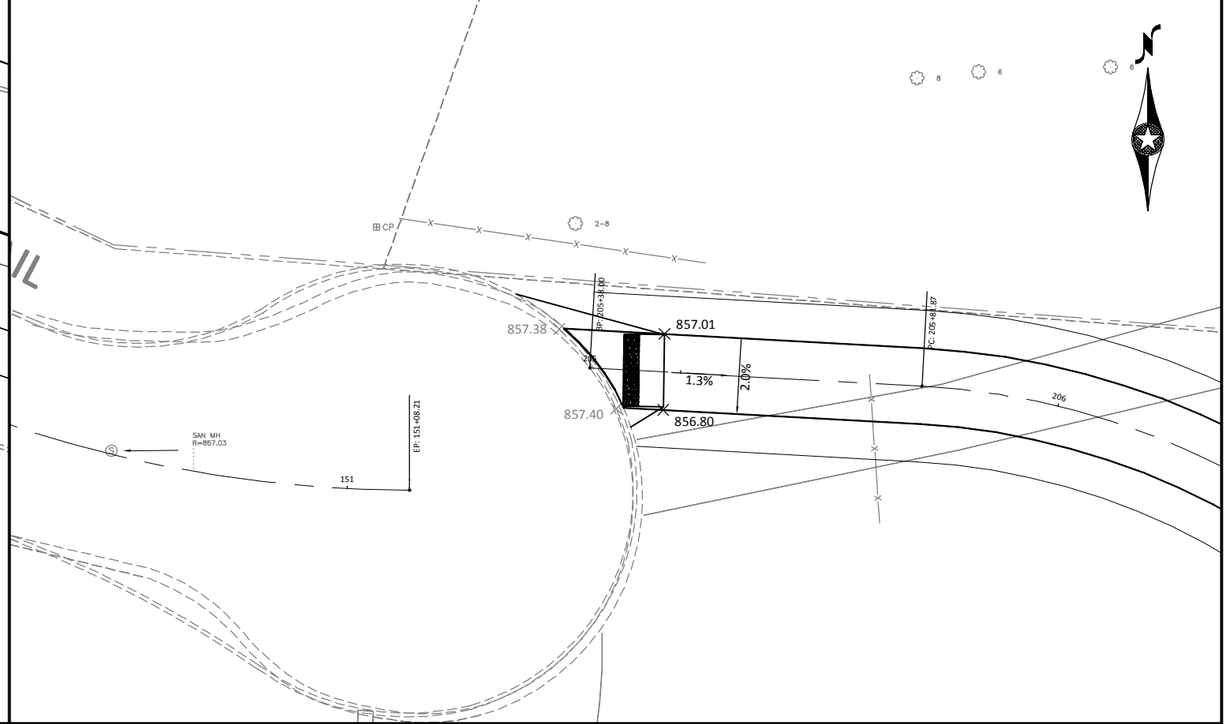
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
PEDESTRIAN RAMP DETAIL
SP 103-090-003

SHEET 37 OF 53







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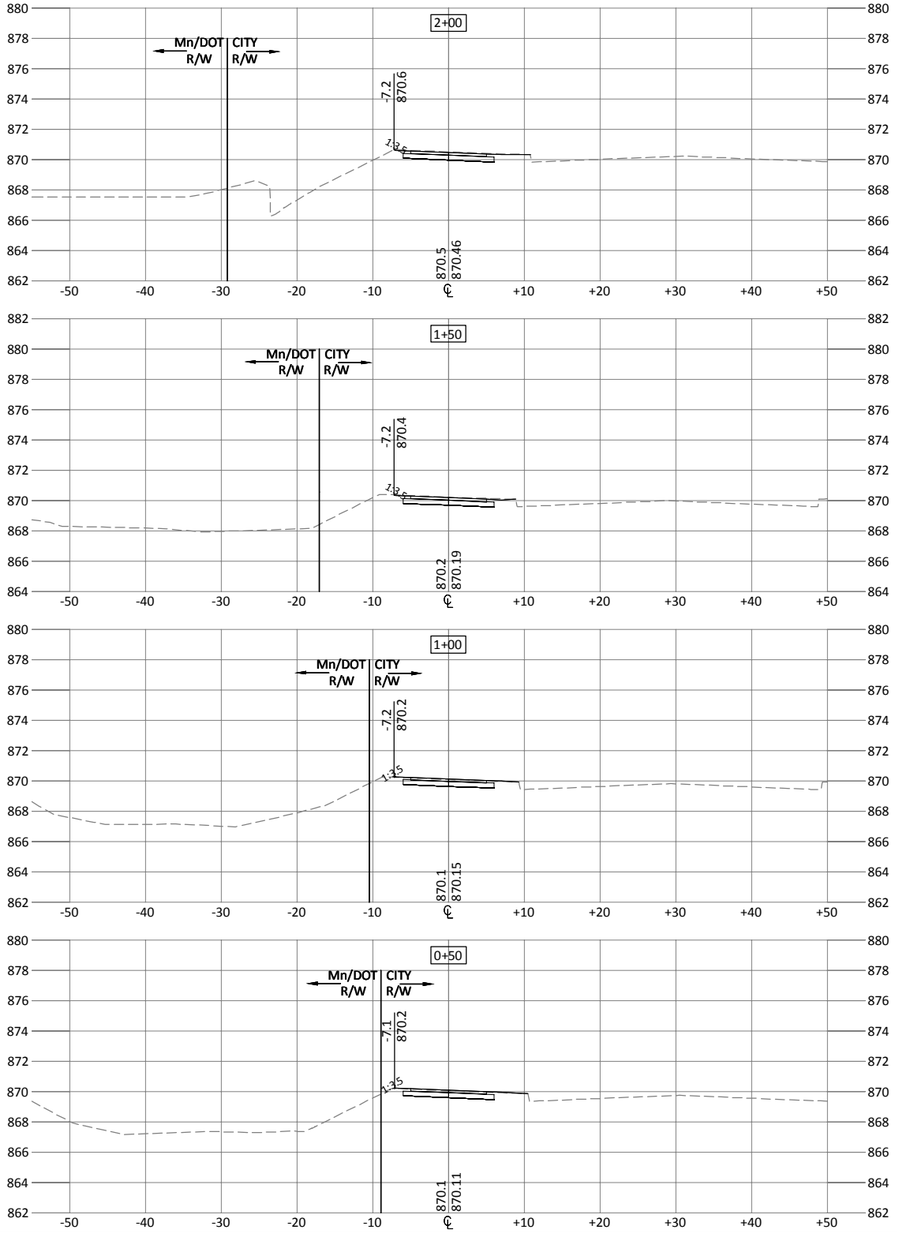
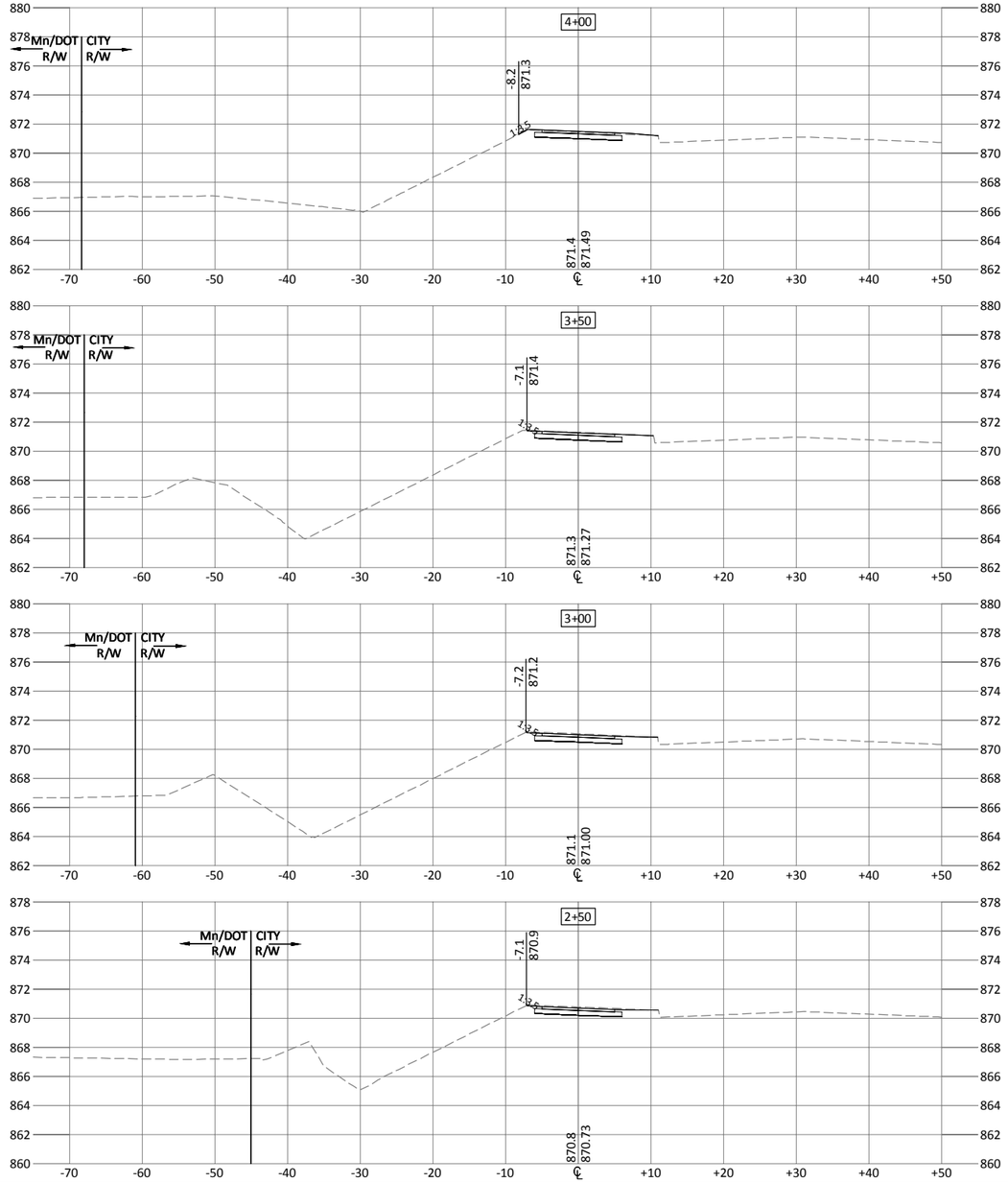
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
PEDESTRIAN RAMP DETAIL
SP 103-090-003

SHEET 38 OF 53





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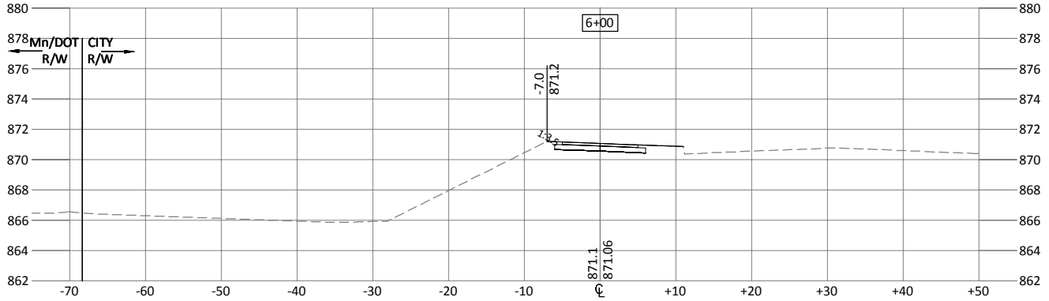
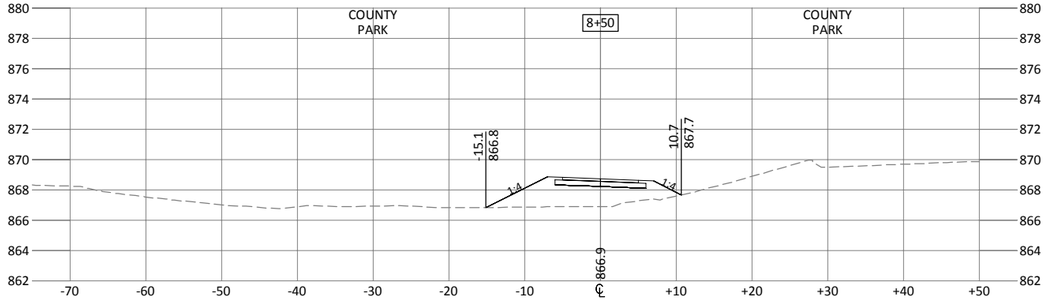
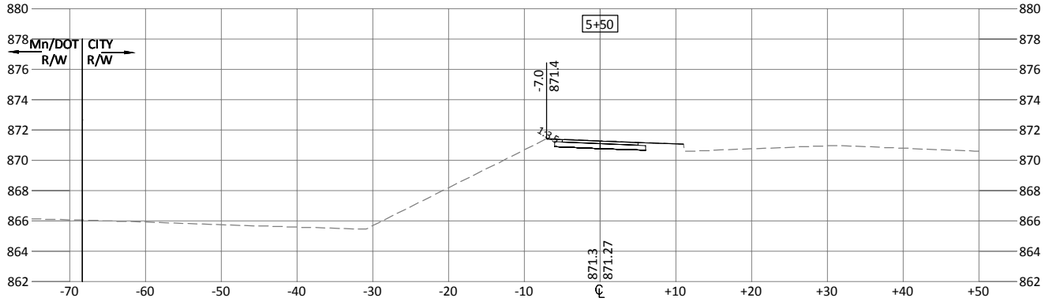
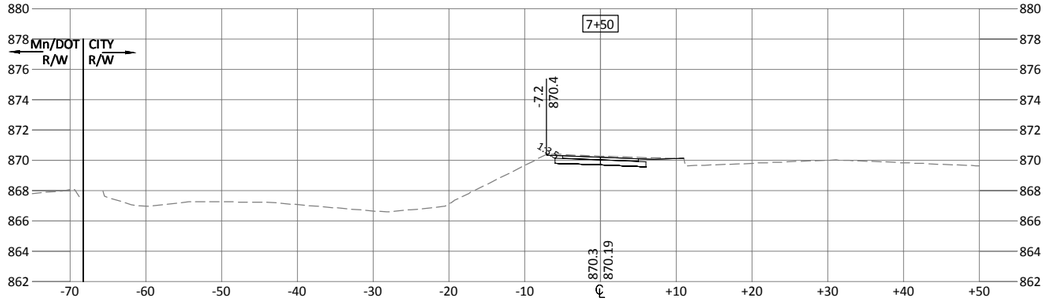
REV.	BY	DATE

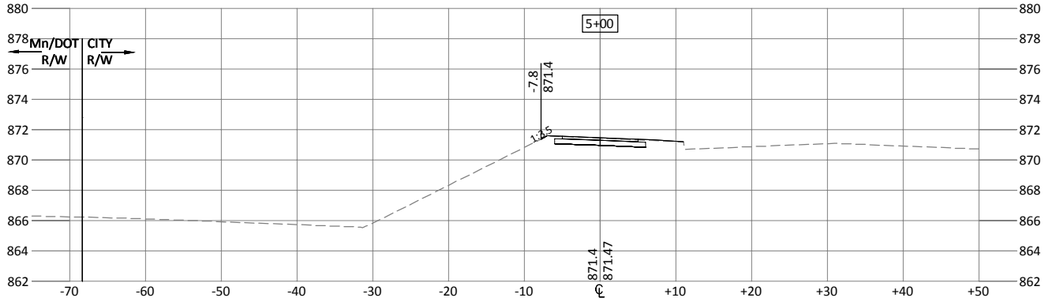
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

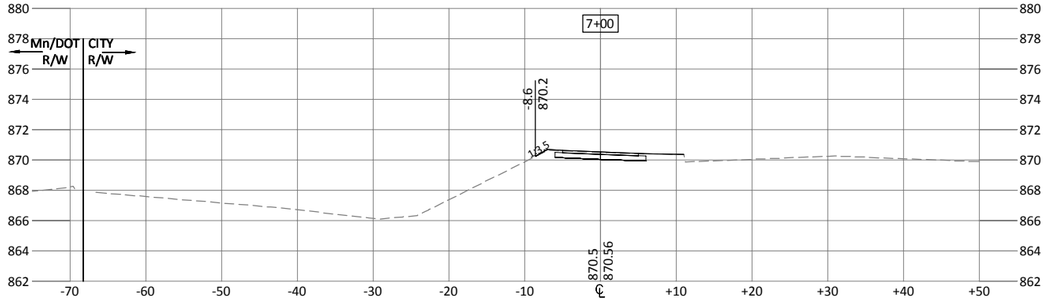


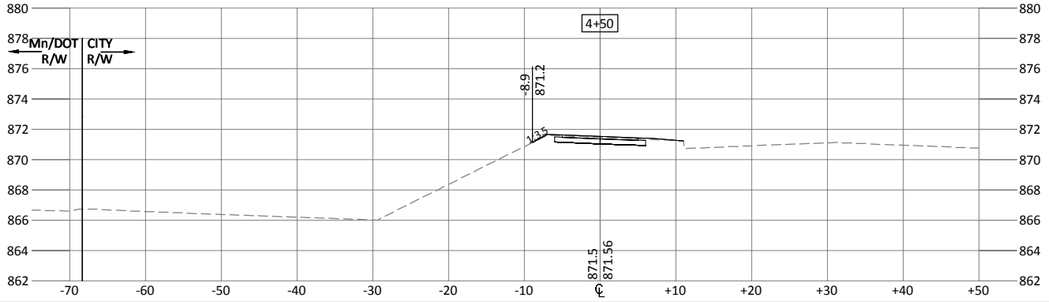


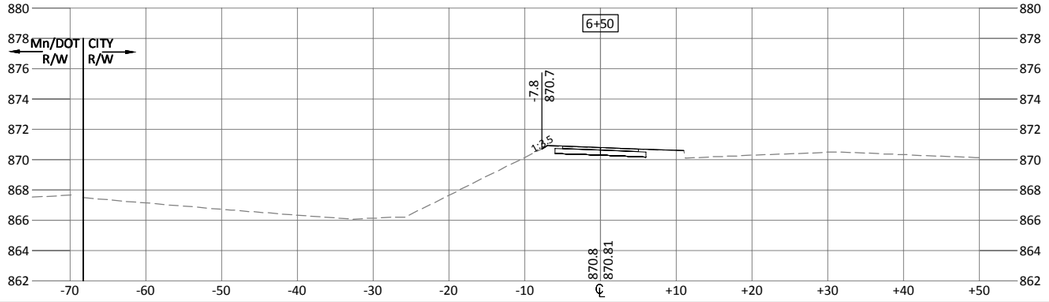












HORZ. 0 10 20 SCALE FEET

VERT. 0 5 10 SCALE FEET

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KEVIN P. KIELB, P.E.

LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK

DRAWN AK

CHECKED KPK

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CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

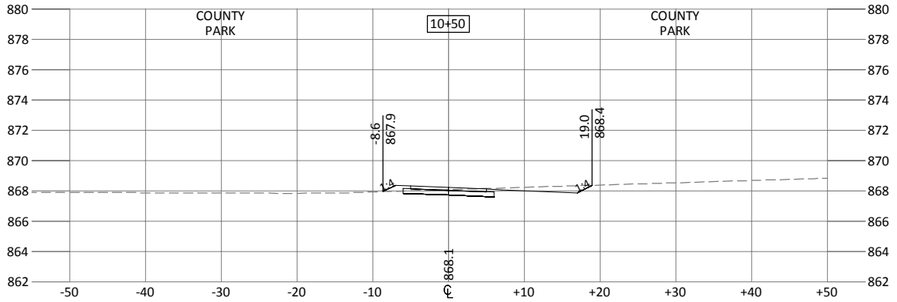
REV.	BY	DATE

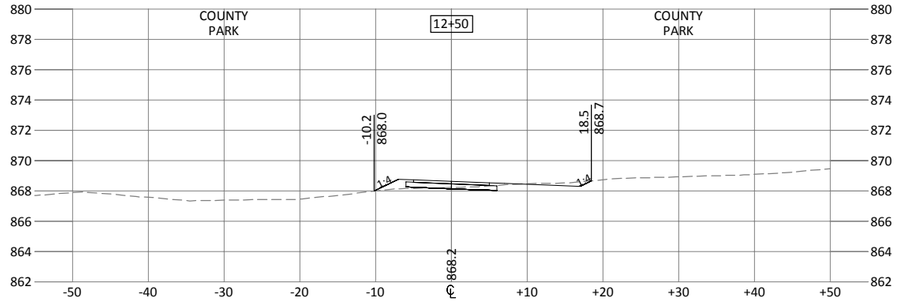
CITY OF ANOKA, MINNESOTA

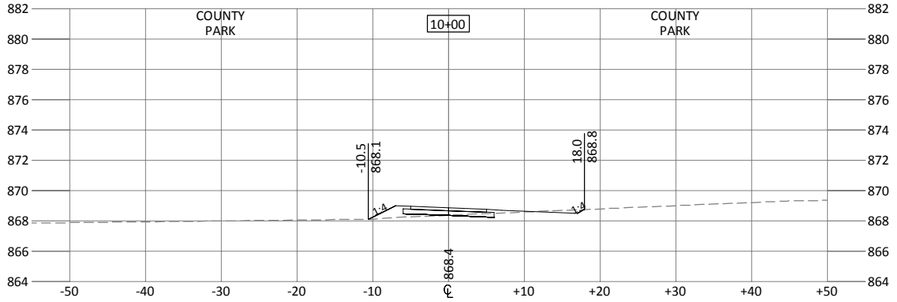
MISSISSIPPI RIVER TRAIL

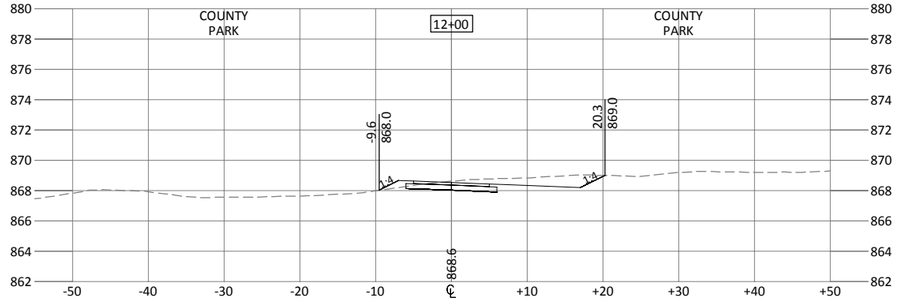
WEST TRAIL (OFF-ROAD) CROSS SECTIONS

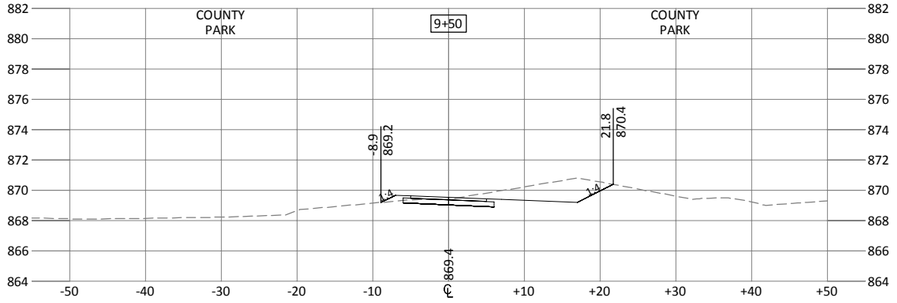
SP 103-090-003

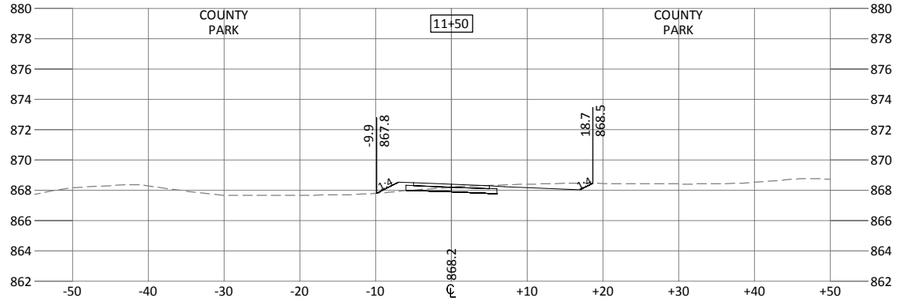


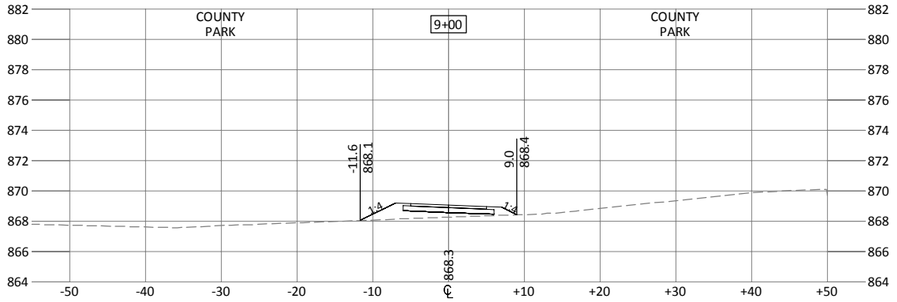


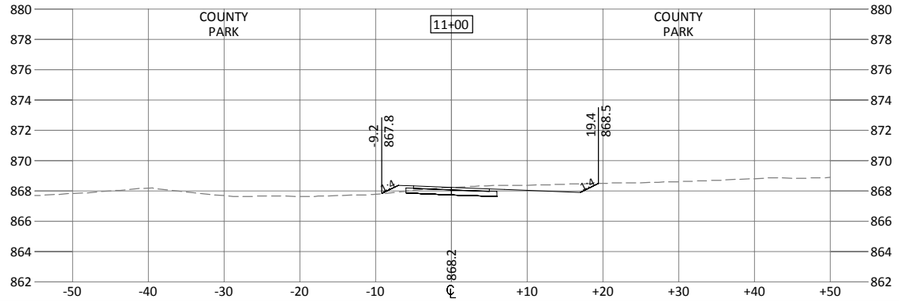












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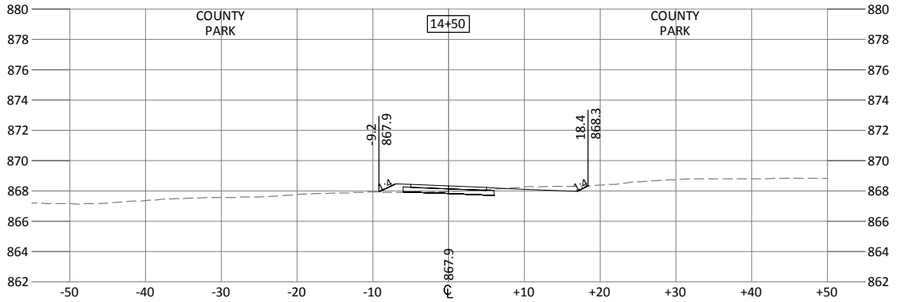
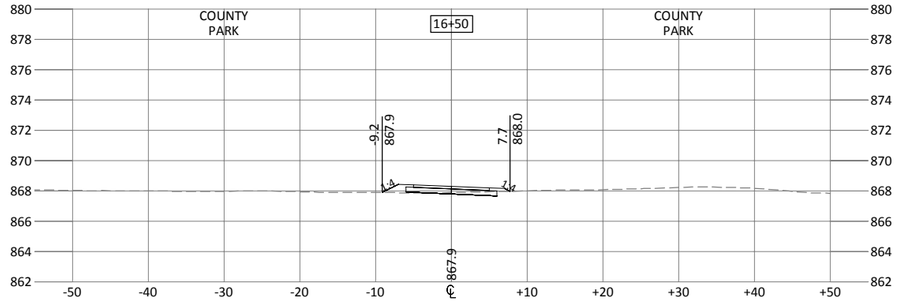
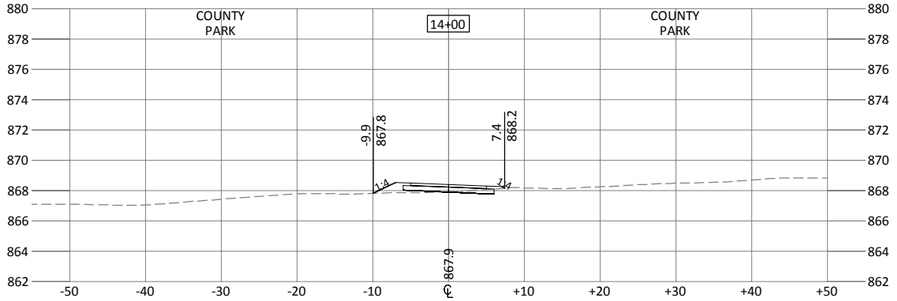
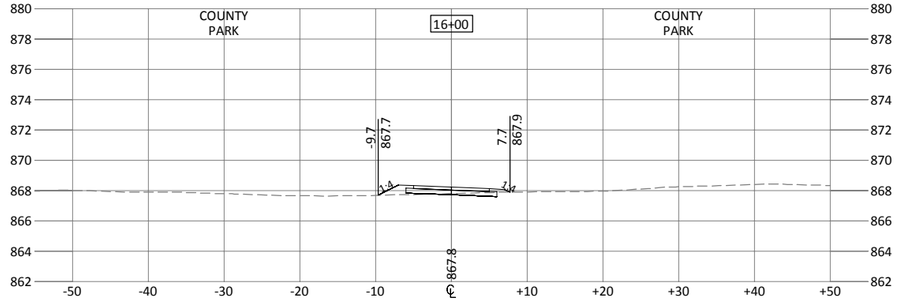
REV.	BY	DATE

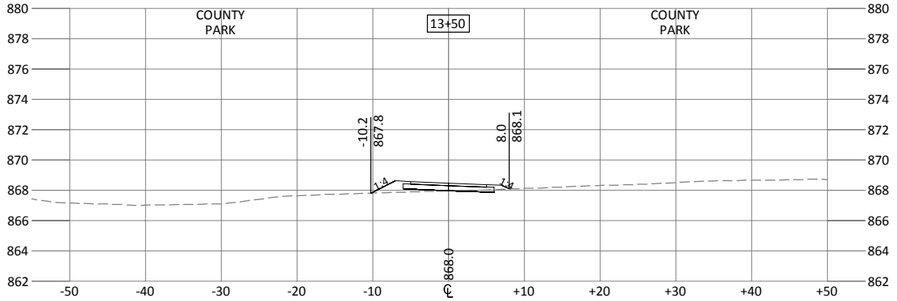
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

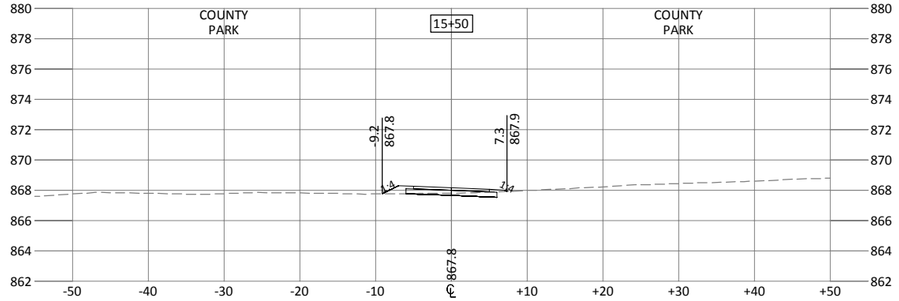


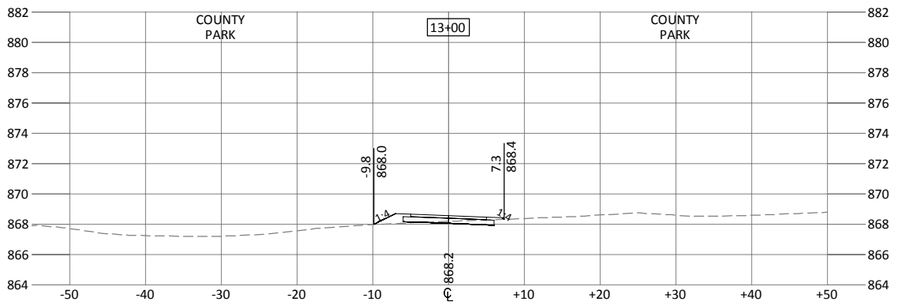


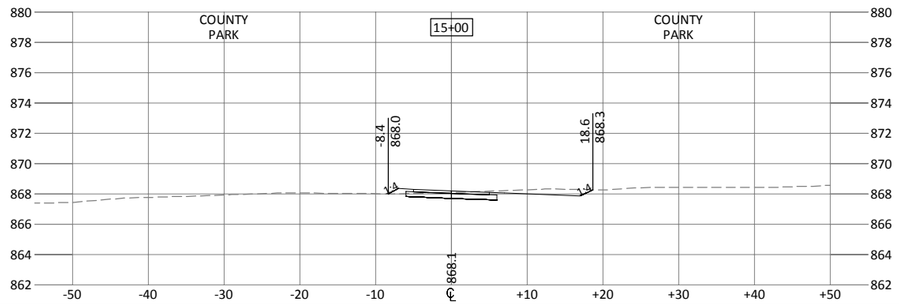












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DRAWN	AK
CHECKED	KPK

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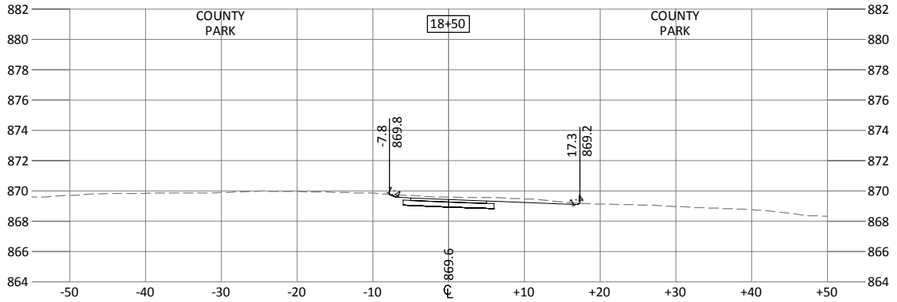
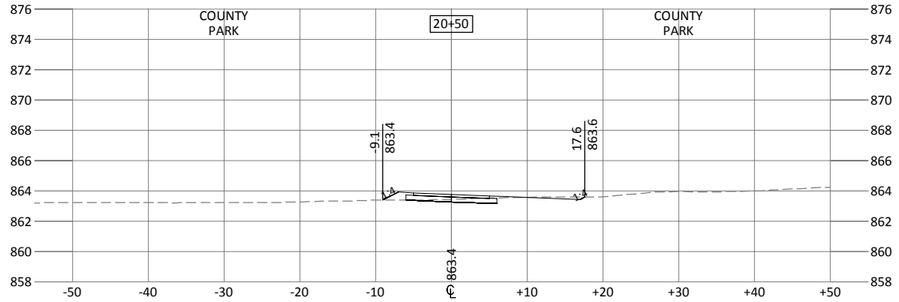
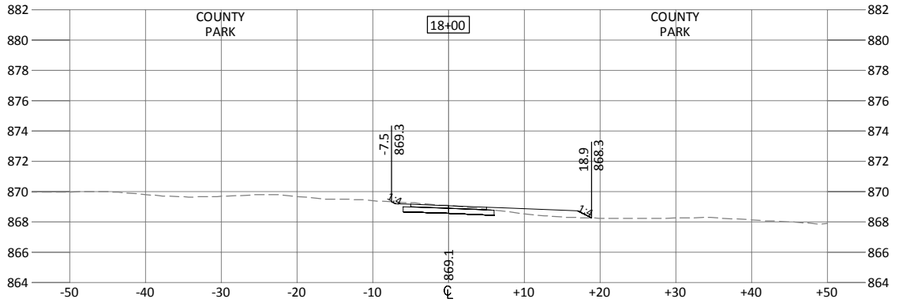
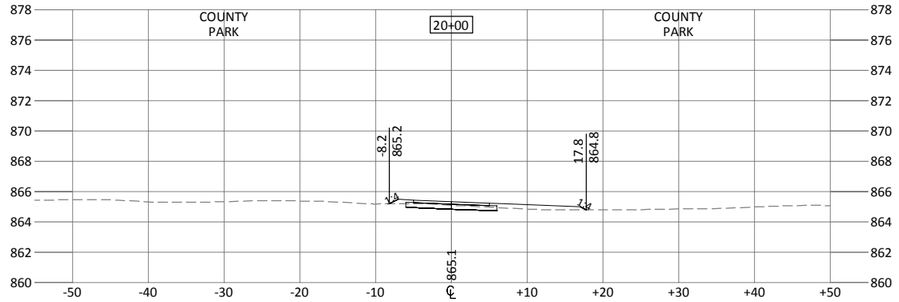
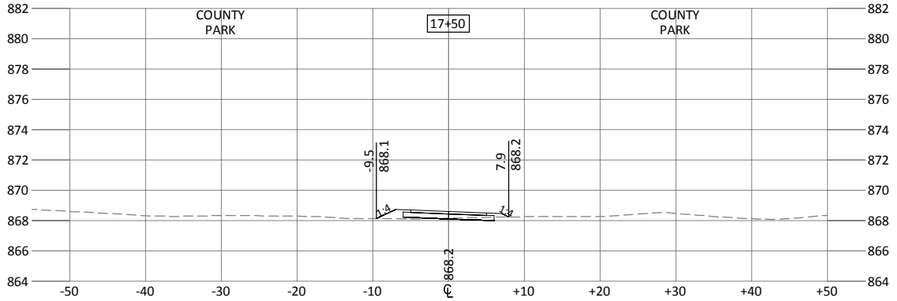
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

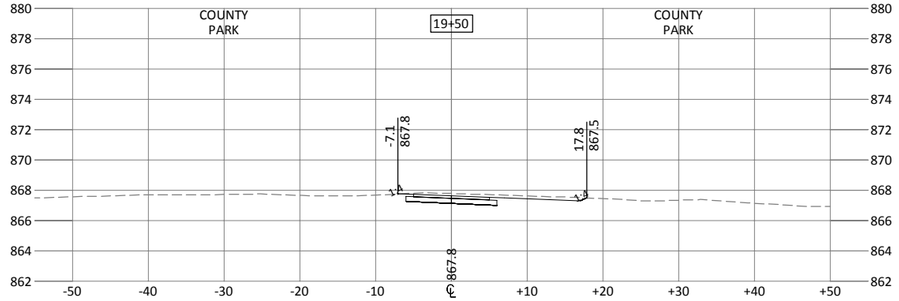


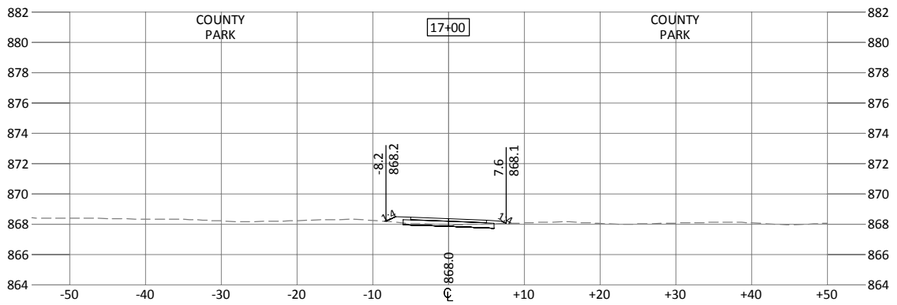


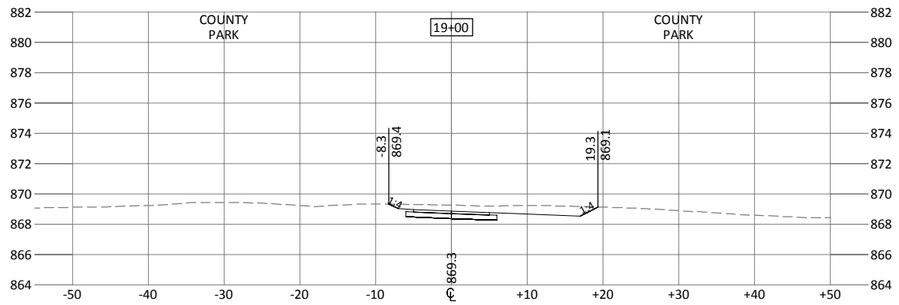












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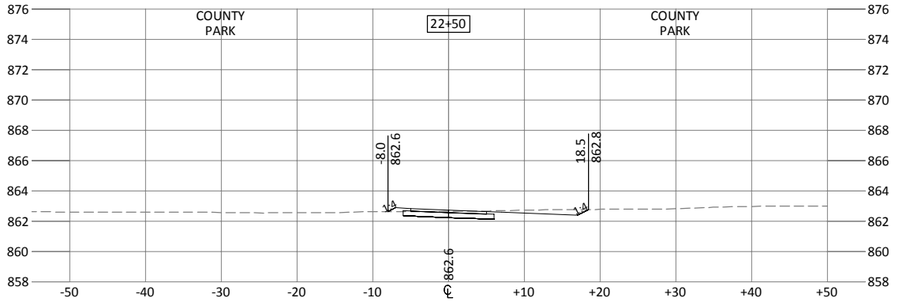
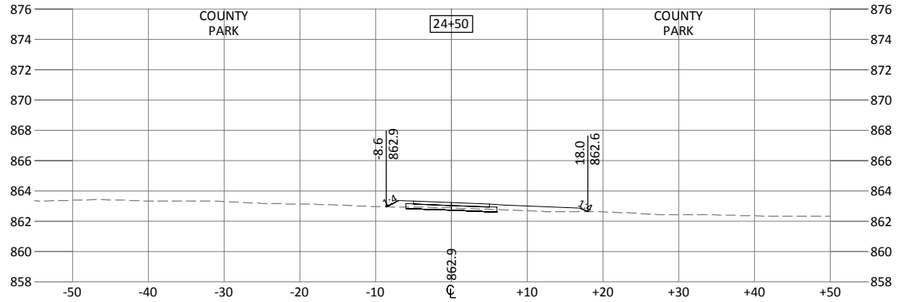
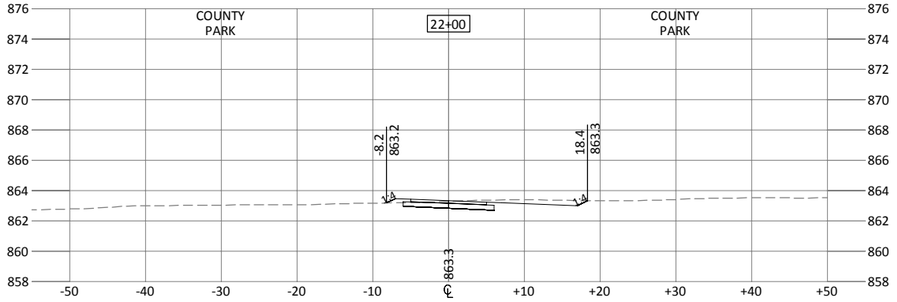
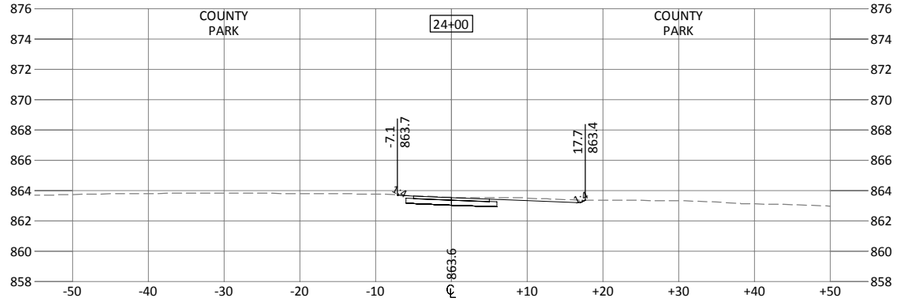
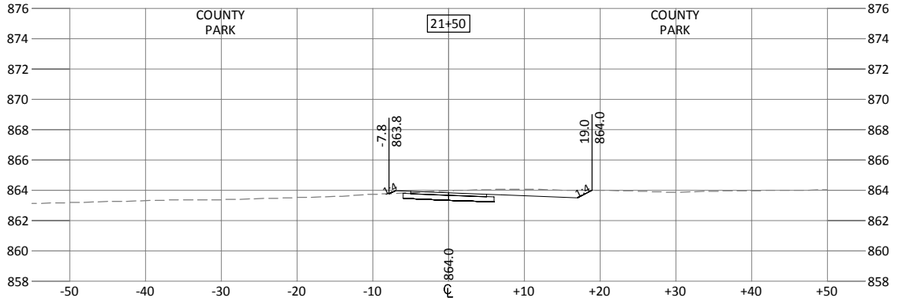
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

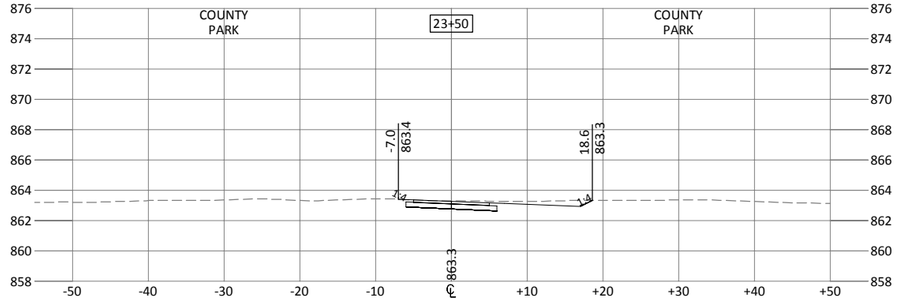


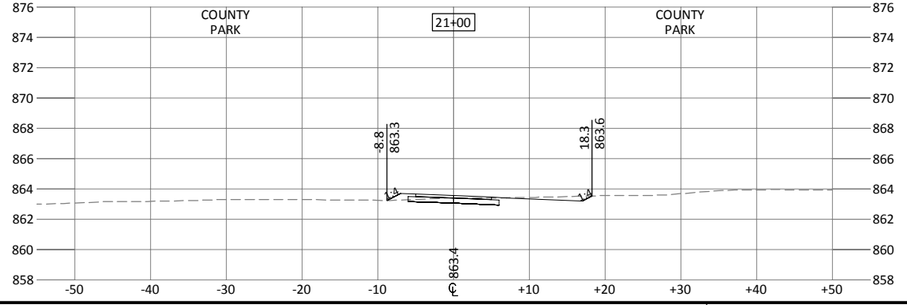


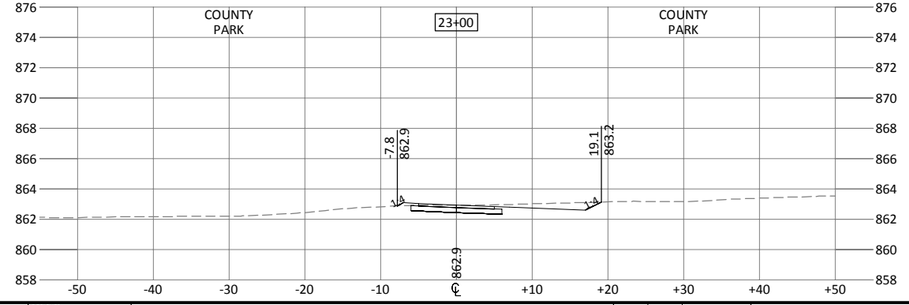












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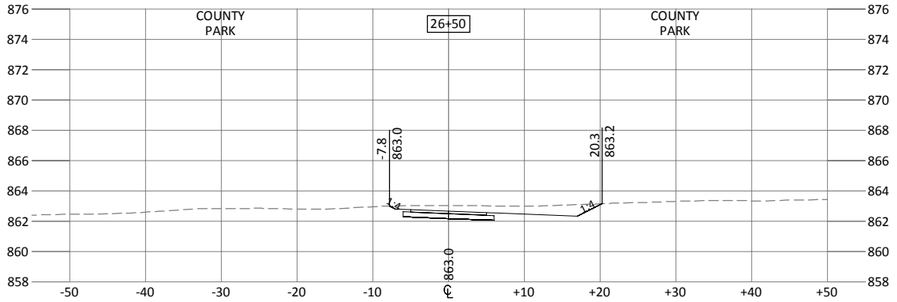
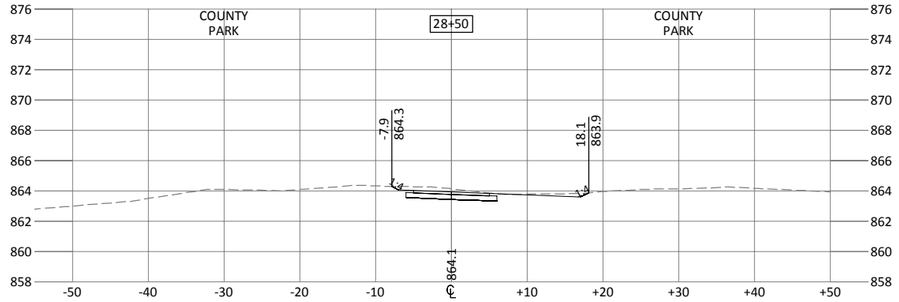
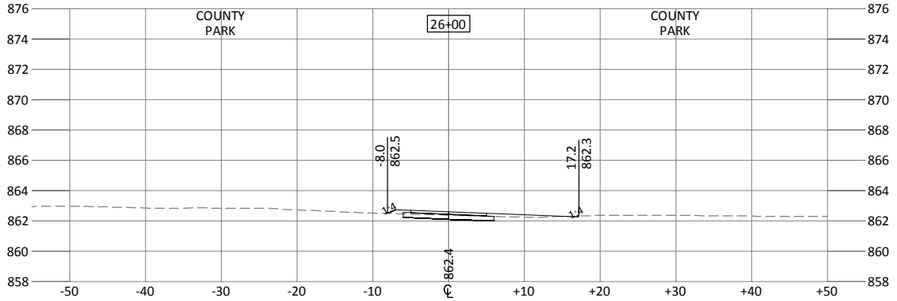
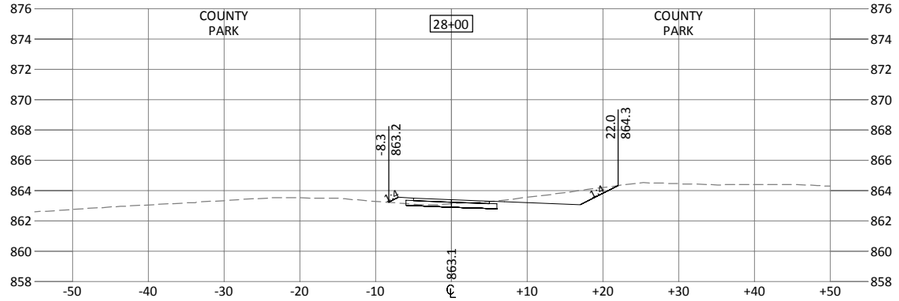
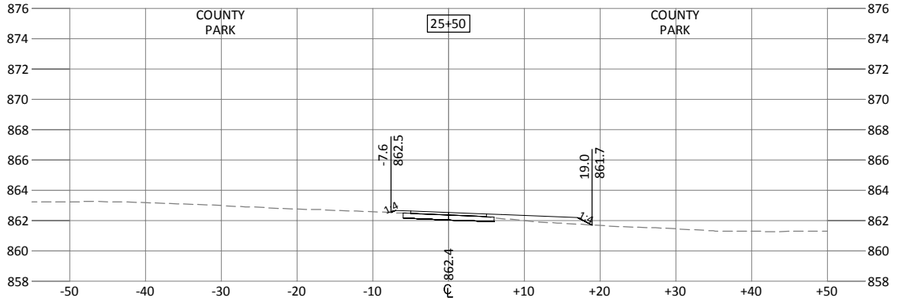
WEST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

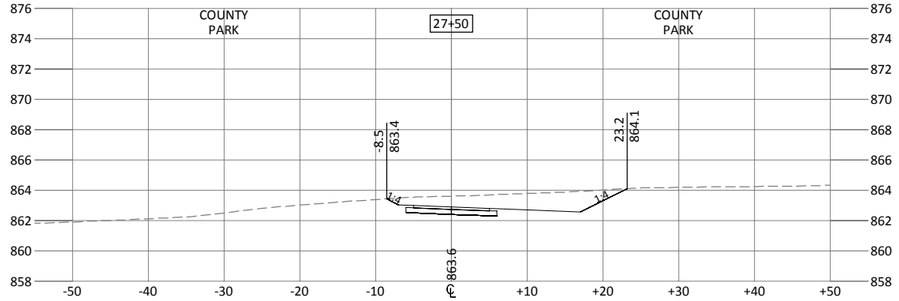


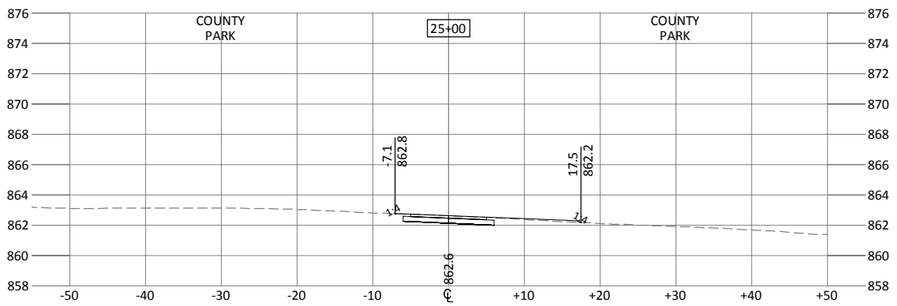


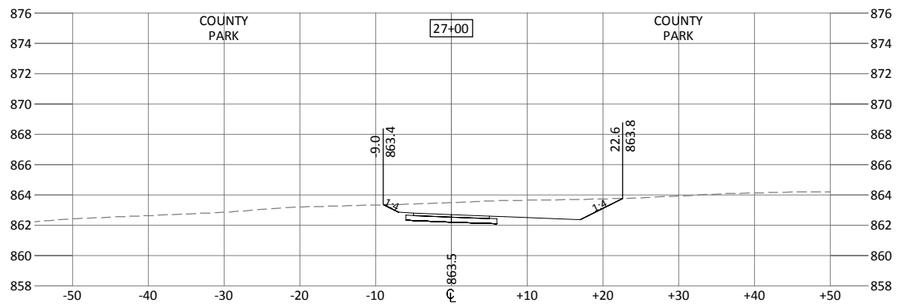












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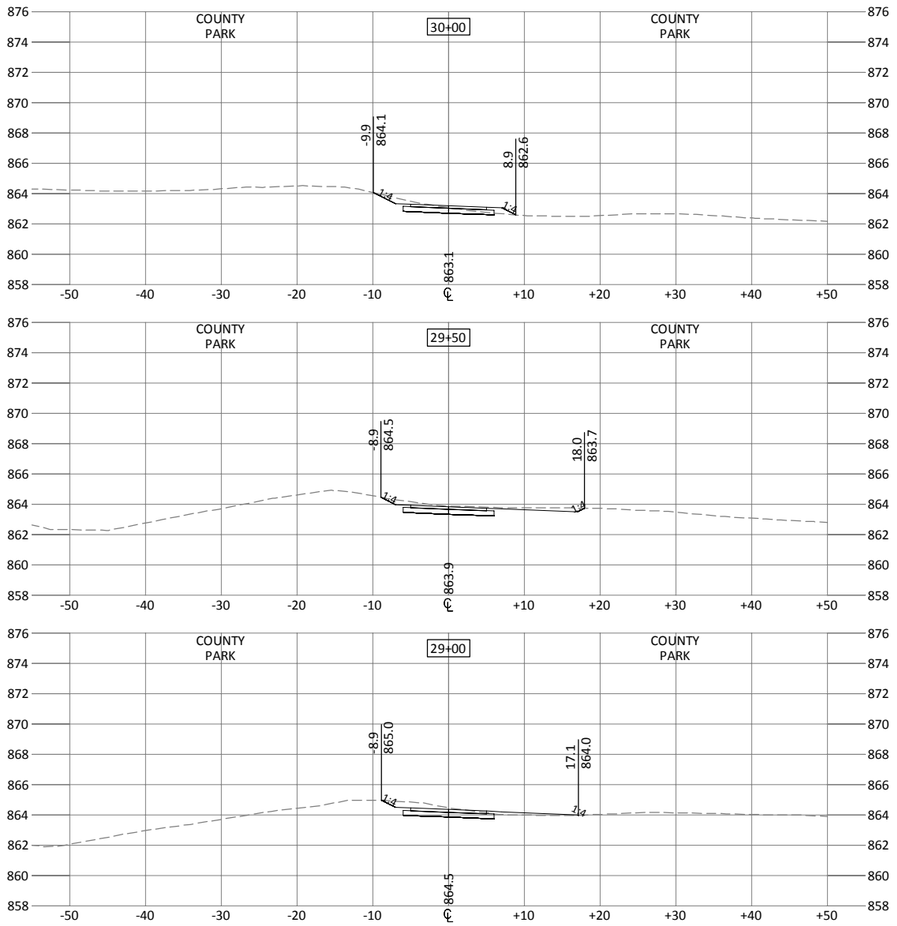

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MISSISSIPPI RIVER TRAIL
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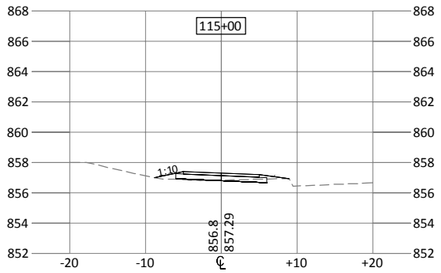
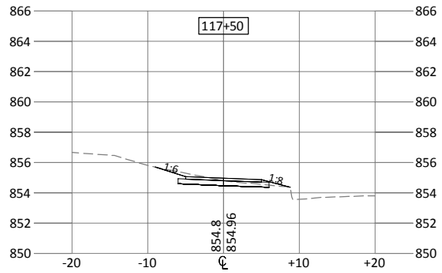
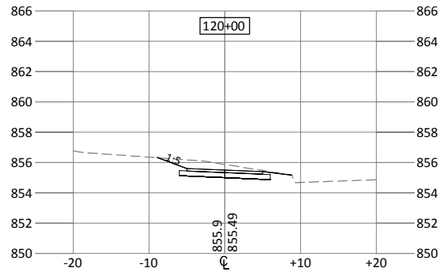
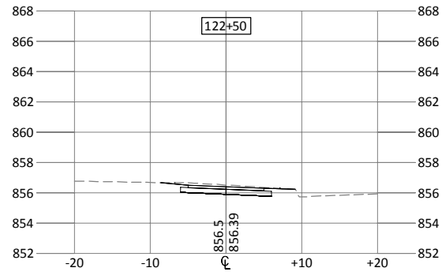
SP 103-090-003

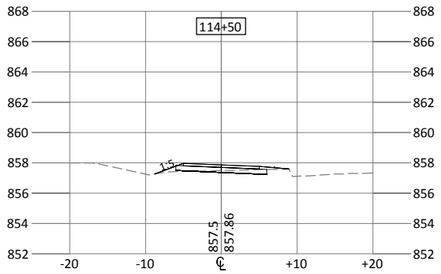
SHEET 46 OF 53

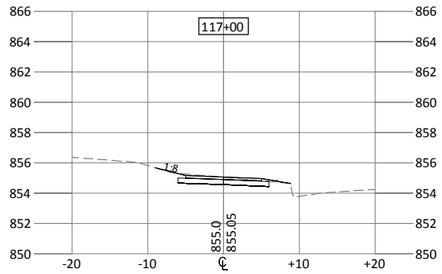


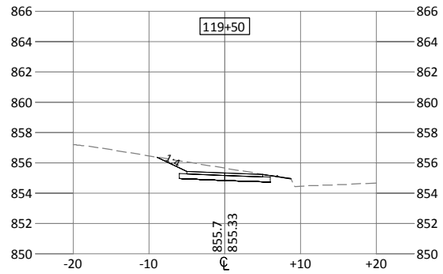


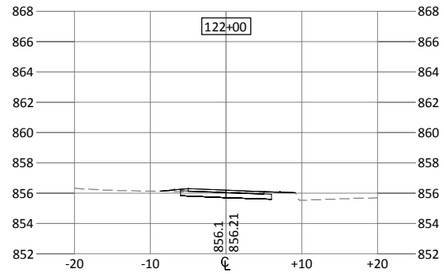


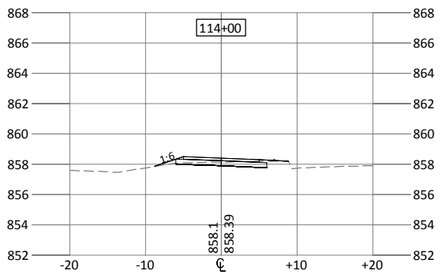


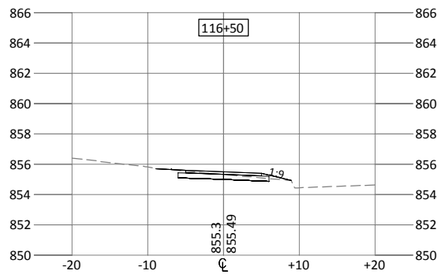


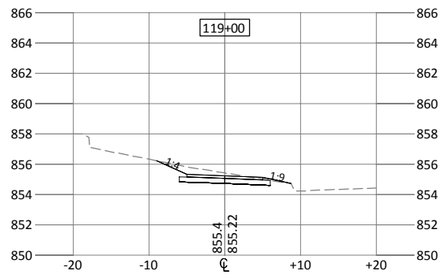


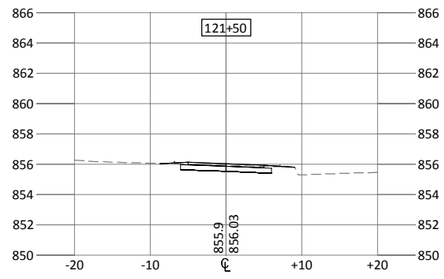


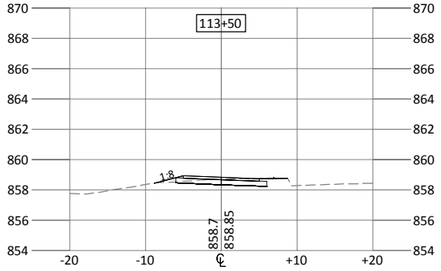


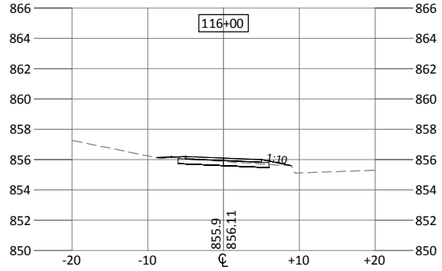


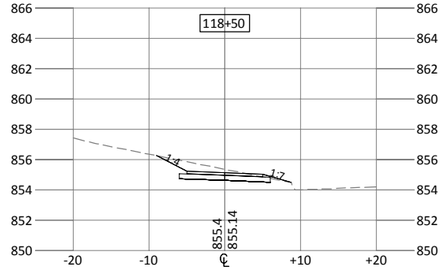


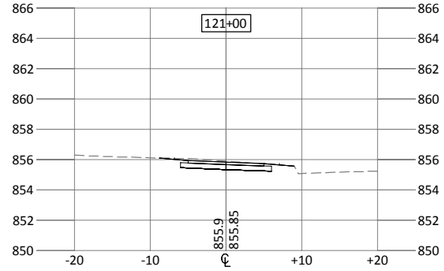


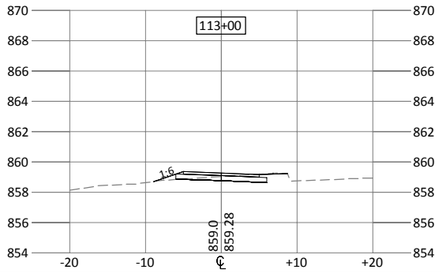


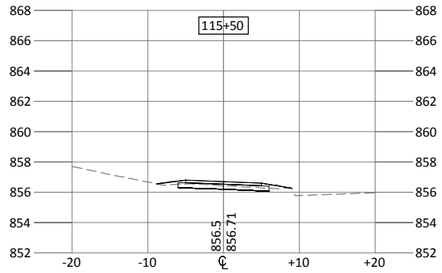


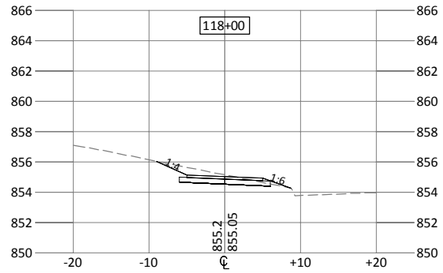


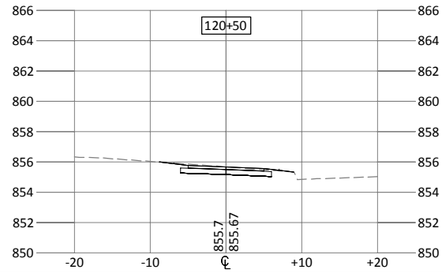












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KEVIN P. KIELB, P.E.

LIC. NO. 23211 DATE 3/25/2013

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DRAWN AK

CHECKED KPK

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CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

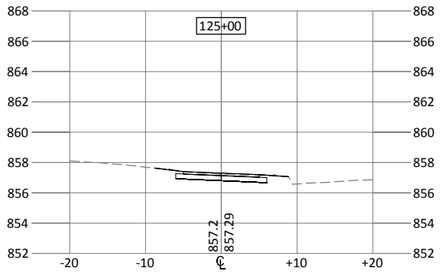
REV.	BY	DATE

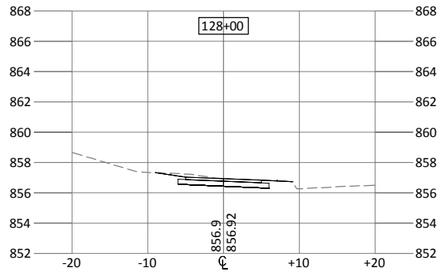
CITY OF ANOKA, MINNESOTA

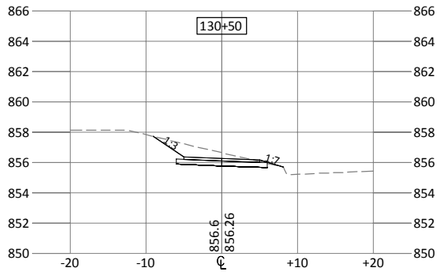
MISSISSIPPI RIVER TRAIL

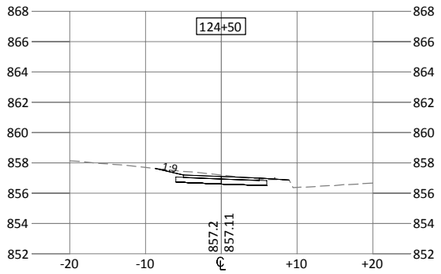
CENTRAL TRAIL (OFF-ROAD) CROSS SECTIONS

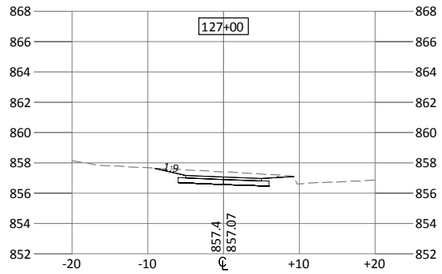
SP 103-090-003

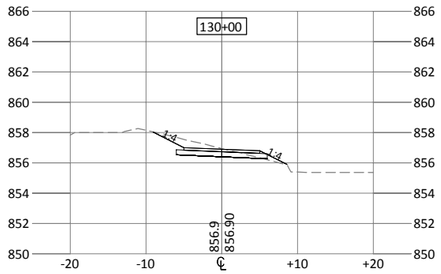


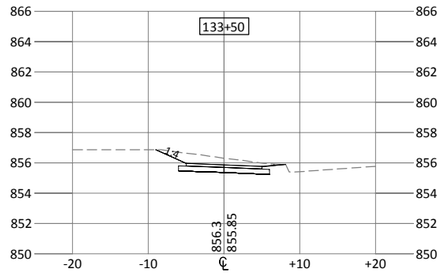


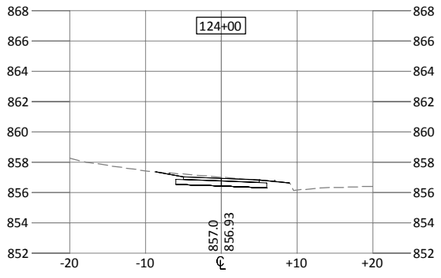


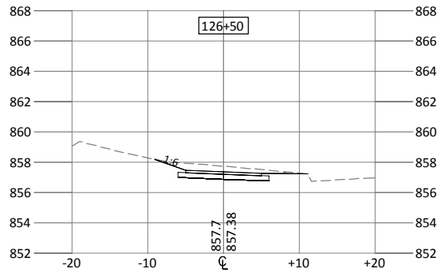


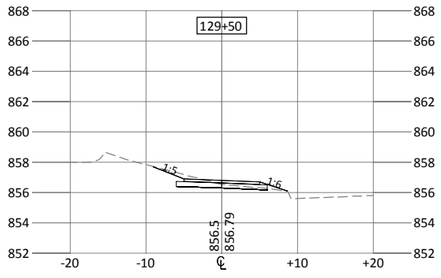


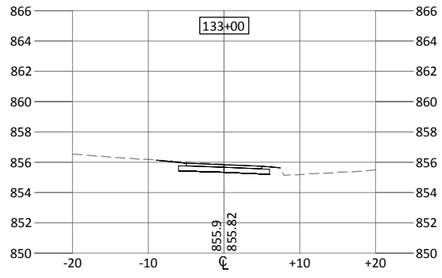


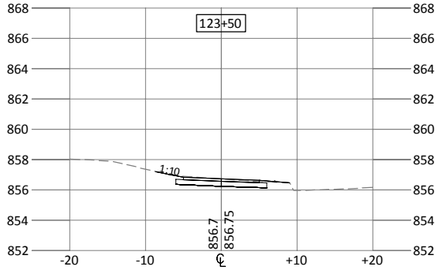


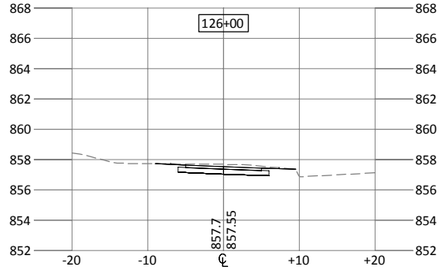


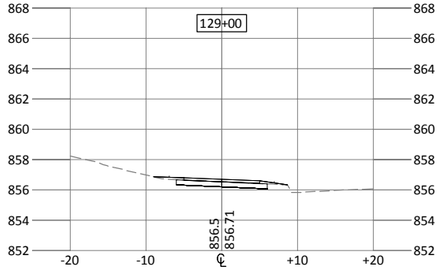


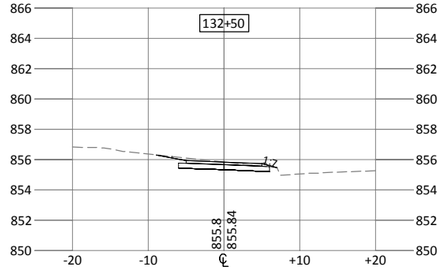


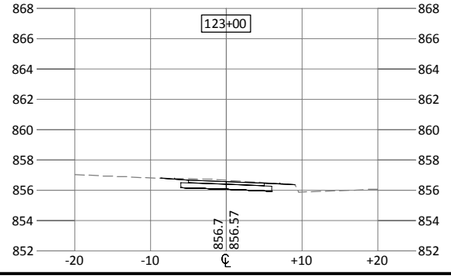


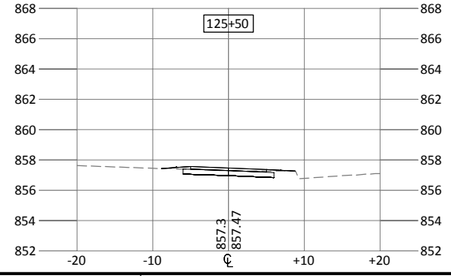


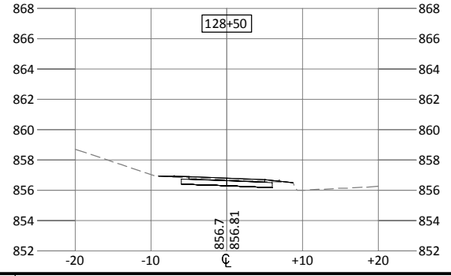


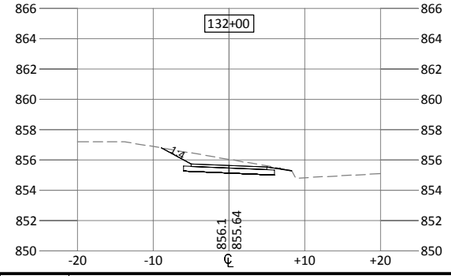












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VERT. SCALE 0 5 10 FEET

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KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

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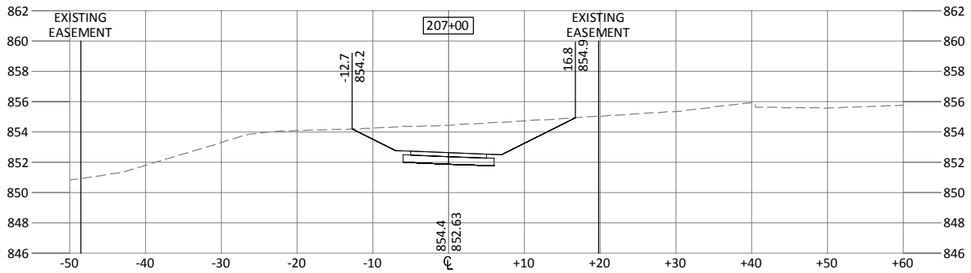
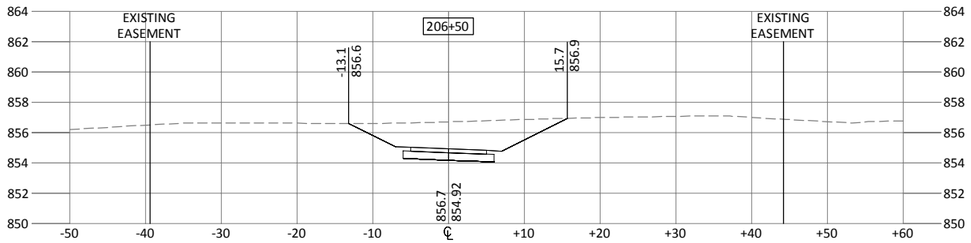
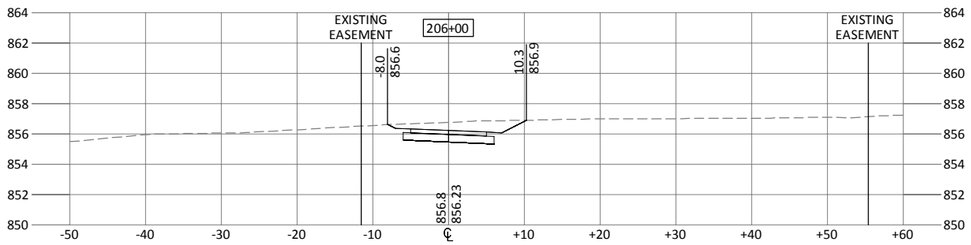
REV.	BY	DATE

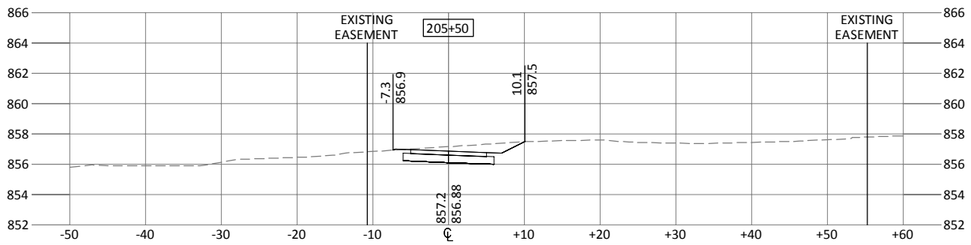
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
CENTRAL TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

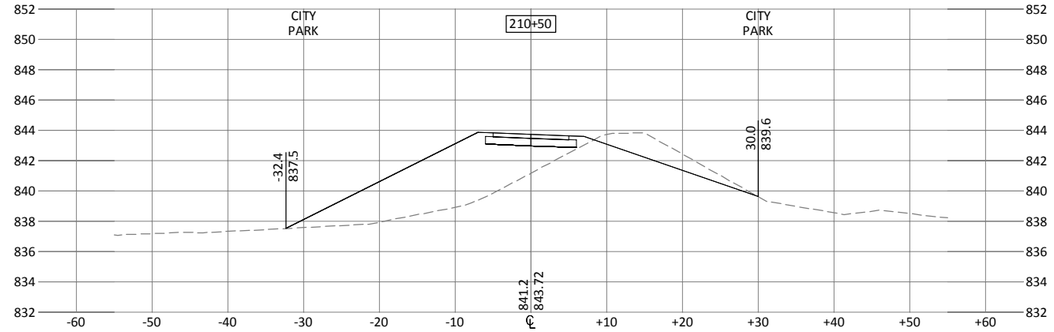
SHEET 48 OF 53

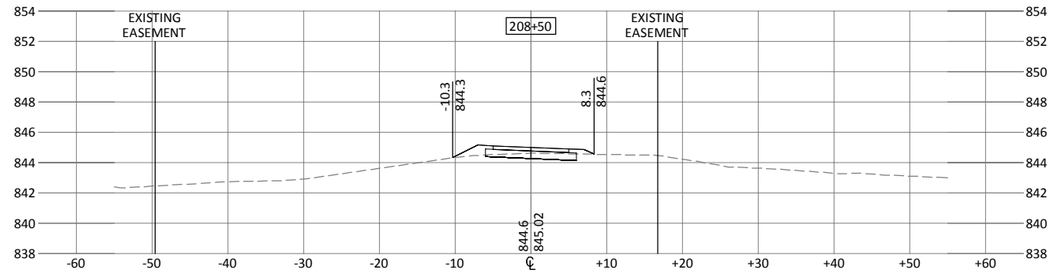


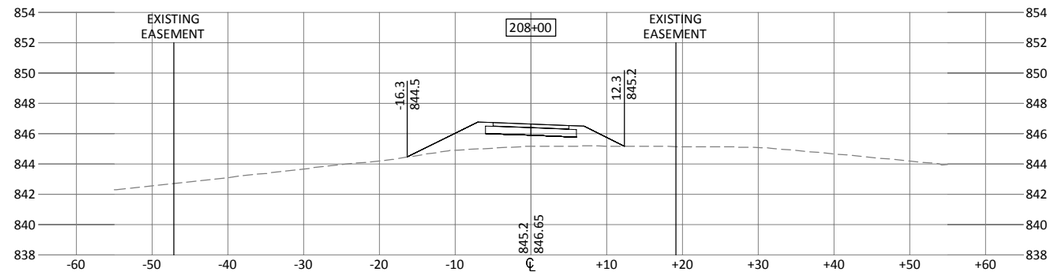


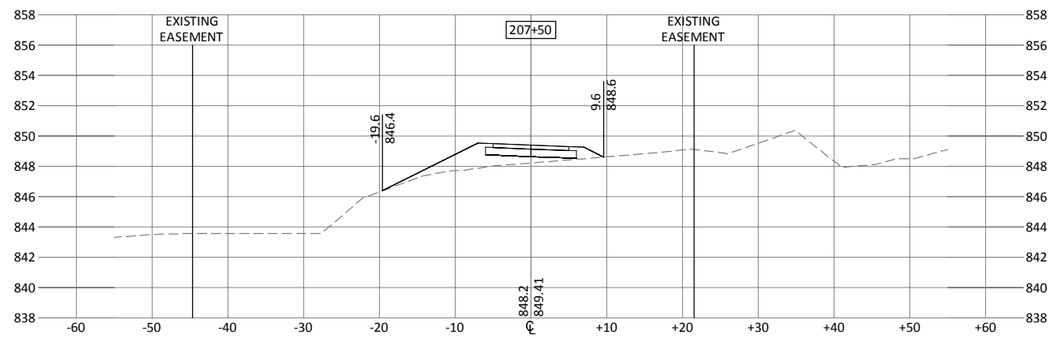












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LIC. NO. 23211 DATE 3/25/2013

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DRAWN AK
CHECKED KPK

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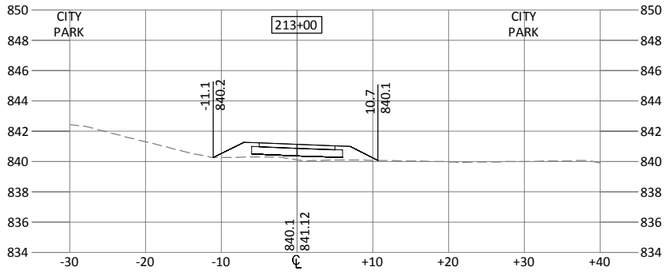
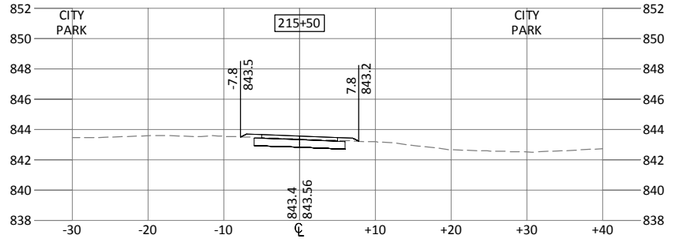
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

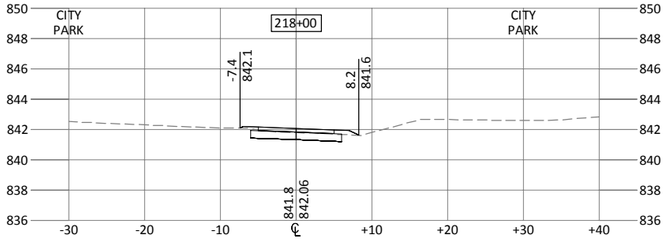
REV.	BY	DATE

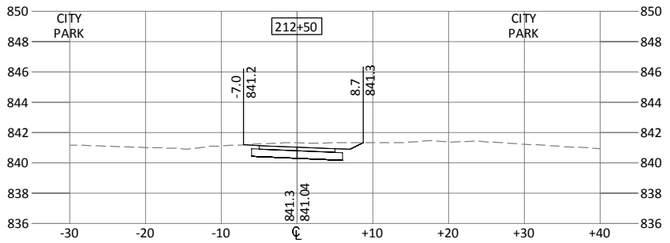
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

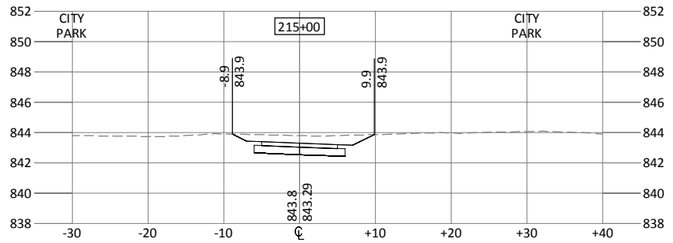
SHEET 49 OF 53

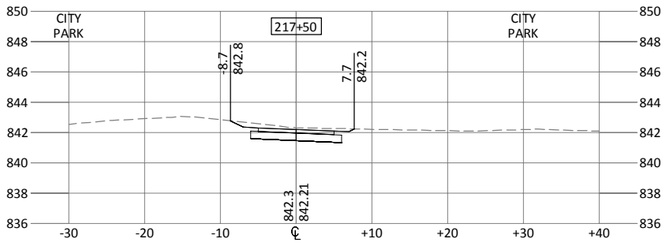


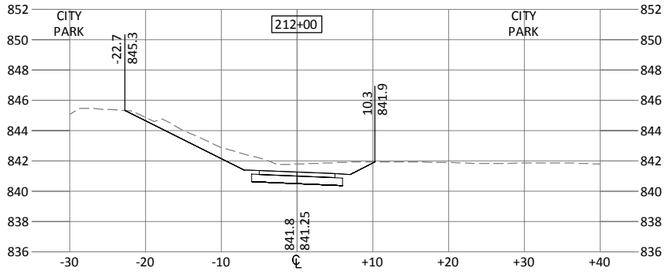


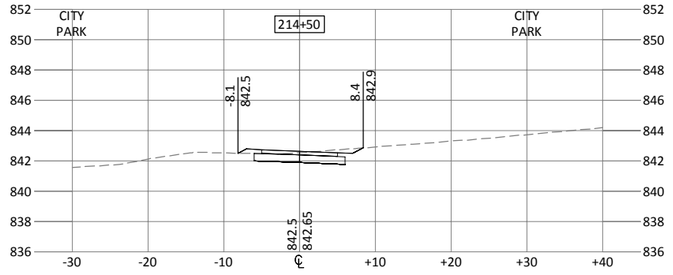


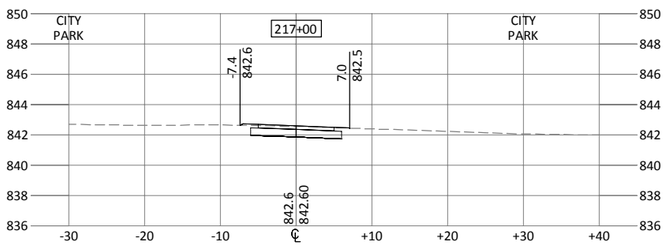


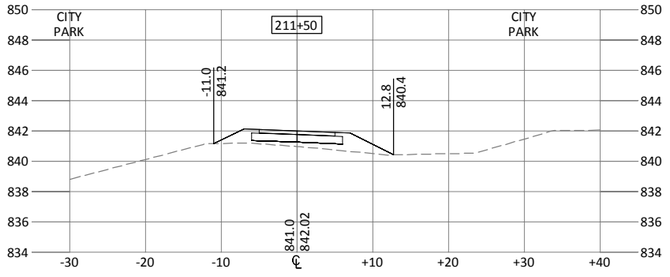


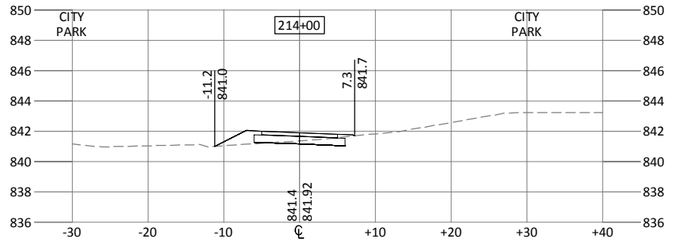


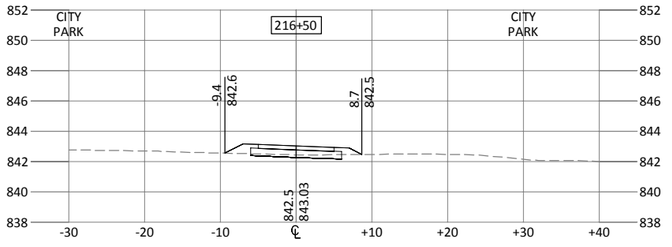


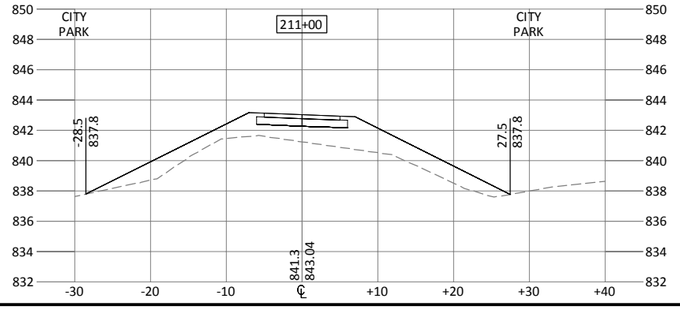


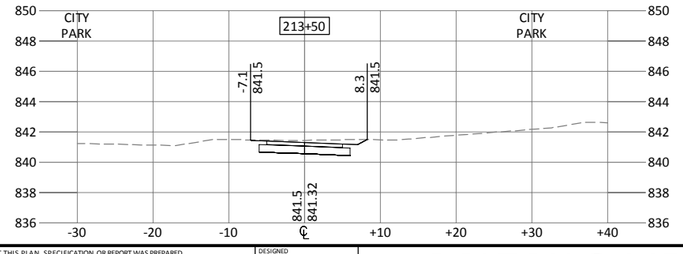


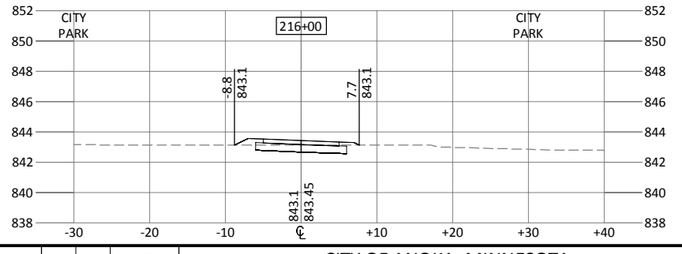












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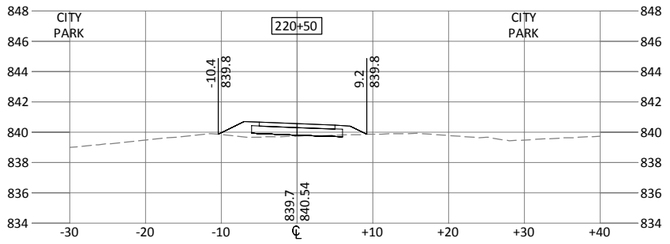
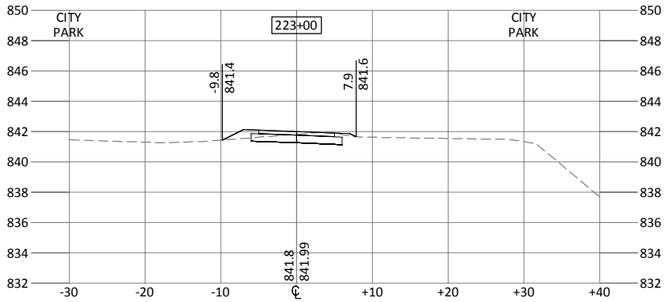
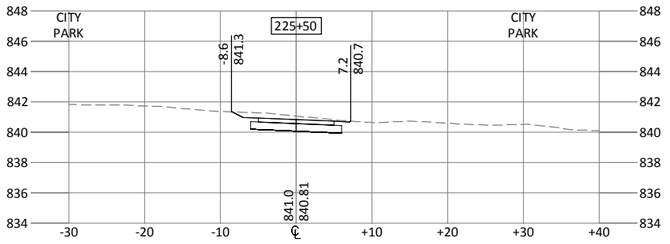
REV.	BY	DATE

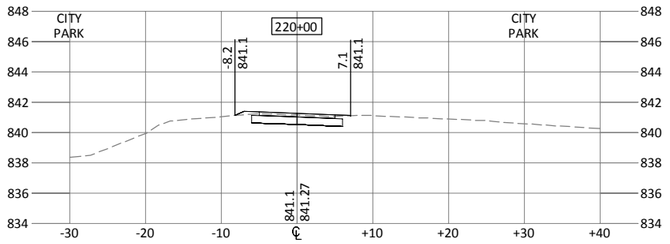
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

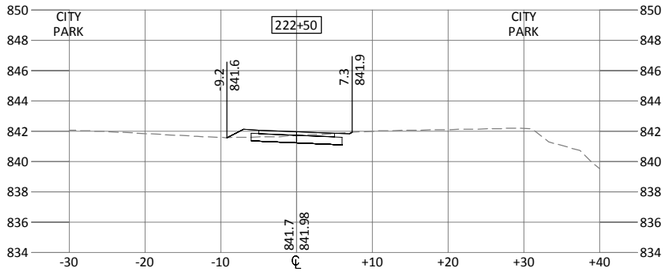
SHEET 50 OF 53

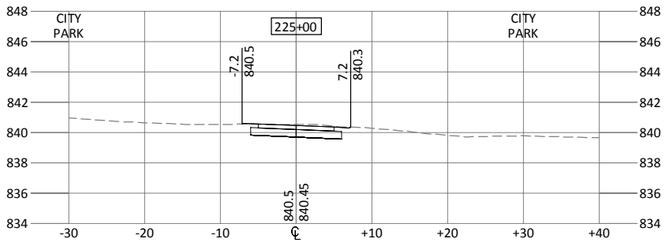


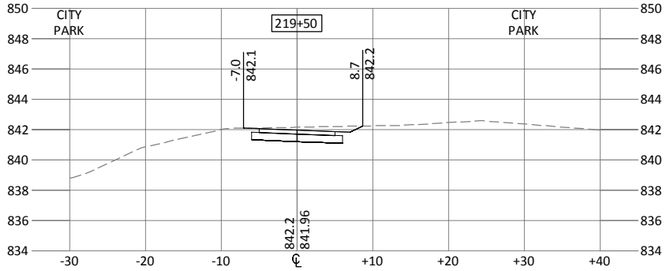


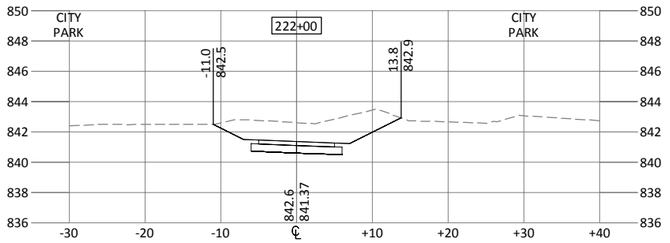


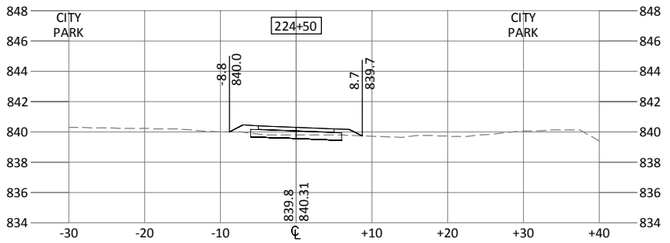


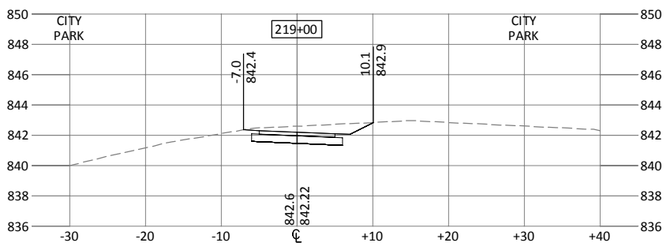


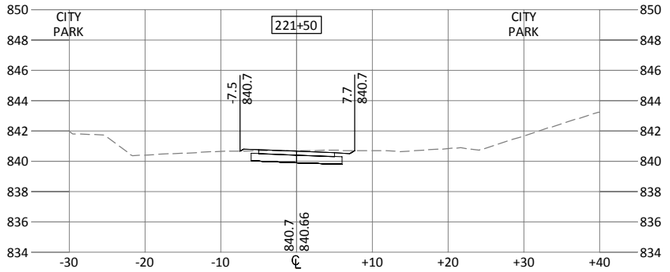


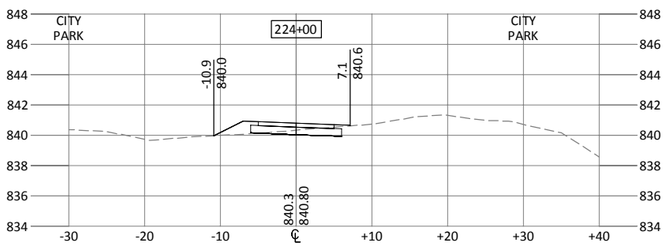


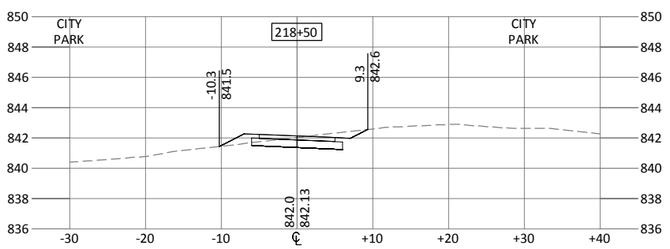


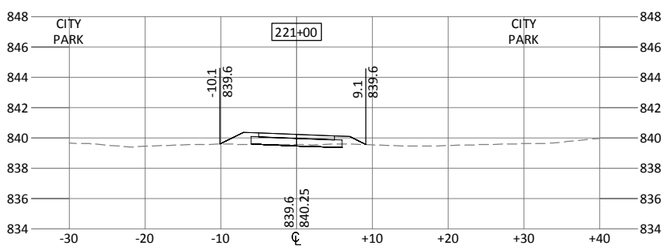


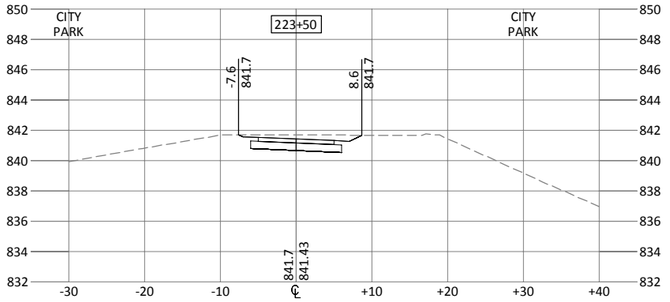












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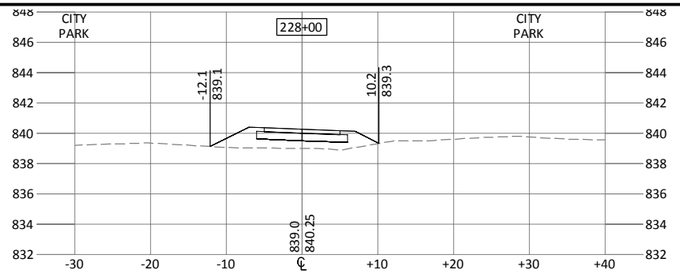
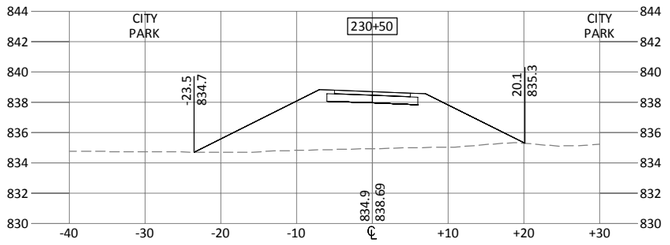
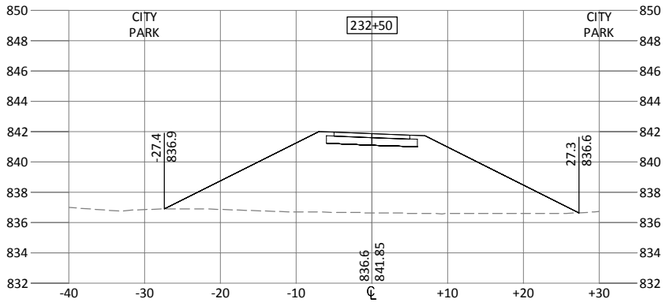
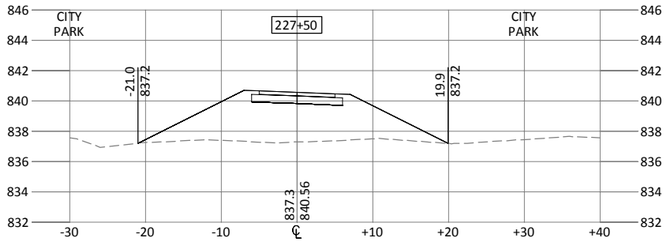
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

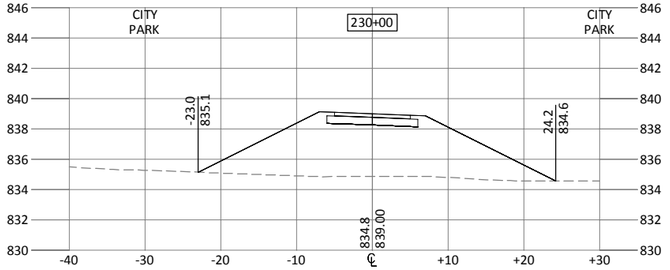
SHEET 51 OF 53

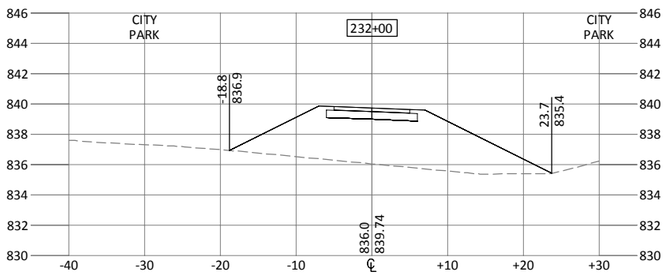


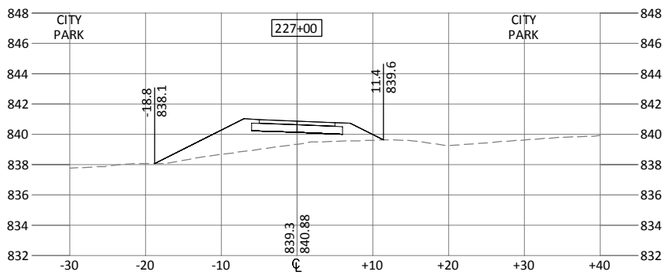


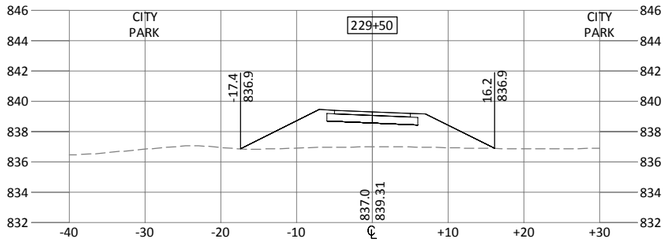


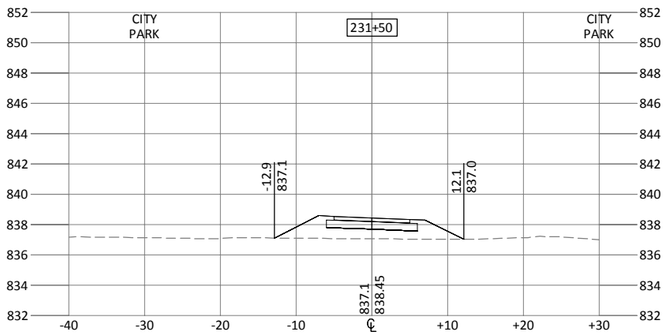


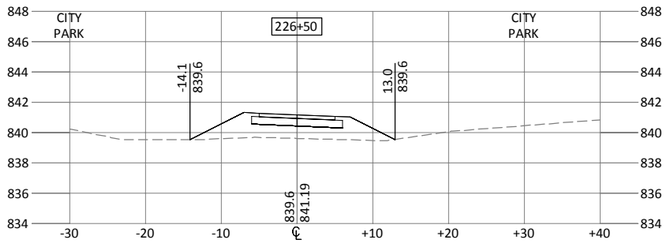


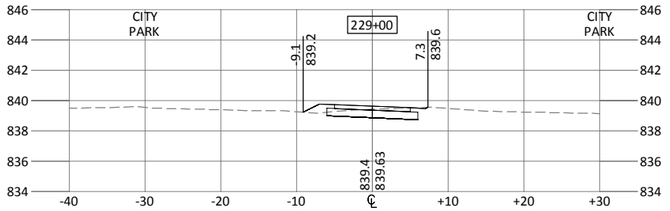


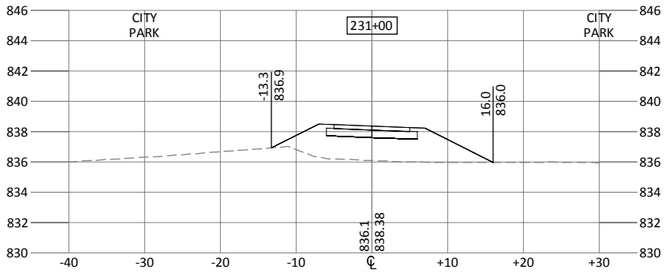


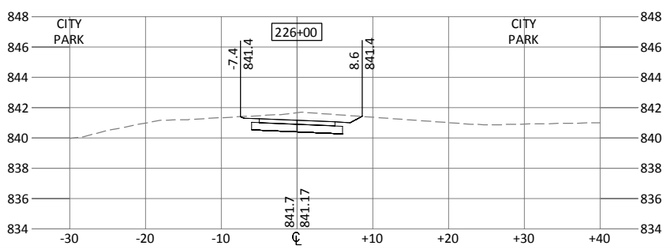


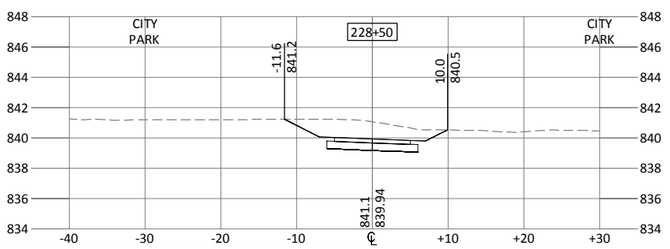












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REV.	BY	DATE

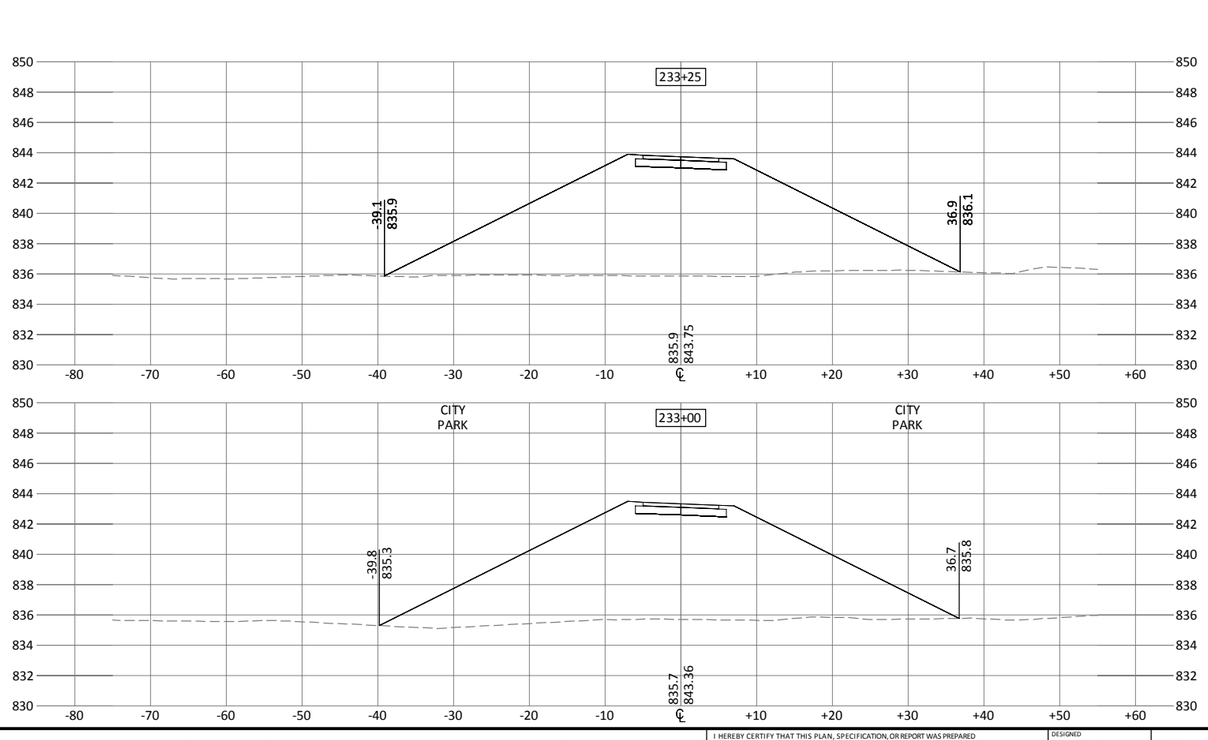
CITY OF ANOKA, MINNESOTA

MISSISSIPPI RIVER TRAIL

EAST TRAIL (OFF-ROAD) CROSS SECTIONS

SP 103-090-003

SHEET 52 OF 53



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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA

MISSISSIPPI RIVER TRAIL

EAST TRAIL (OFF-ROAD) CROSS SECTIONS

SP 103-090-003

SHEET 53 OF 53

Public Works Committee **5. 4.**

Meeting Date: 07/16/2013

Submitted For: Grant Riemer By: Grant Riemer, Engineering/Public Works

Title:

Cost Estimate for Pedestrian Crosswalk at Alpine Dr and Zirconium St

Background:

At the July 21, 2009 Public Works Committee received a request for providing cross walks that would offer access to Alpine Park to the residential neighborhoods to the north. This proposal was revisited at the 9/18/2012 Public Works Committee and once more at the April 16,2013 Public works Committee meeting. The chief concern is the ability to access the park safely across Alpine Drive which has a 45 mile per hour speed limit and a daily traffic count of 2400 vehicles per day. The Alpine Acres subdivision neighborhood includes 22 single family units fronting on 153rd Way that accesses Alpine Drive via Zirconium Street, and 16 single family units fronting on 153rd Court which accesses the west end of the park.

A crosswalk providing access to the western portion of the neighborhood was installed at the intersection of Alpine Drive and 153 Court at a relatively modest cost of $2,200. However, a crossing location for the eastern neighborhood was found to be more problematic and no action was taken by the Committee. A possible location having an adequate, but not ideal sight distance had been identified at a point approximately 200 feet west of the intersection with Zirconium Street. This location has the advantage of requiring a minimal distance of "extra travel" for pedestrians from the eastern neighborhood that wish to go to the playground area which is east of Zirconium Street. A crossing at this location would require; a) 200 feet of trail, b) cross walks with signage, c) concrete steps down the grade, and
pedestrian ramps. The estimated cost for these improvements is $38,000. There is also a question of compliance with the Americans with Disability Act (ADA) since steps would not make this access usable to wheelchair users. Staff contacted the Department of Justice, which administers the act, and was advised that a facility (the park) required only one accessible point. However, if an access were to be considered the main entrance, then a handicap access should be seriously considered. This would not be the case since there are two other access points on both the east and west sides of the park.

Notification:

Observations/Alternatives:

At The April 16, 2013 meeting the PW committee suggested staff look at constructing the trail to the west instead towards the main entrance to the east. Staff has staked a trail on the south side of Alpine leading into the park; terminating near the picnic pavilion and dog park. A crosswalk would still be installed at the point 200' west of Zirconium St and connected by a 10' crushed aggregate trail. Once pedestrians crossed the road to the south side of Alpine Dr they would take an 8' crushed aggregate trail south west down the slope into the park. The reasoning behind the crushed aggregate trail is twofold. First this will be a limited use trail, which in reality is only serving the one neighborhood to the north - Alpine Estates. Second is cost. Public works has a stock pile of reclaimed asphalt at the shop that would be suitable for this project, so there would be no additional cost for the material. The crosswalk proposed by staff would be a standard fluorescent yellow/ green design, with advance warning signs included. Cost for the basic crosswalk and trail are as follows:
Standard crosswalk signage w/striping- $1,500.00
4 ADA approved pedestrian ramps /curb cuts at approximately $1200.00 or $4,800.00 total (estimated)
50 tons of recycled material (con-bit)–no cost
Labor/equipment to install trail component-$3,000.00
Total estimated cost of project-$9,300.00

Funding Source:

General fund - PW operating budgets cost centers 0311,0260,0452
Trail Fund

Staff Recommendation:

Staff recommends installing standard pedestrian crosswalk signage, 4 pedestrian crossings ramps, striping, and connecting trails to provide access to Alpine Park for residents of Alpine Estates.

Action:

Motion to accept staff recommendation to install standard crosswalk signage 200' west of Zirconium St to include 200' of aggregate trail on the north side of Alpine Dr and 225' of aggregate trail on south side of Alpine Dr.
Cost -$9300.00
or
Motion to reject staff recommendation and choose an alternative based on committee discussion

---

Attachments

Cross walk location map

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Grant Riemer	07/10/2013 11:15 AM
Grant Riemer (Originator)	Grant Riemer	07/10/2013 12:02 PM
Kurt Ulrich	Kurt Ulrich	07/11/2013 03:44 PM

Form Started By: Grant Riemer Started On: 07/10/2013

Final Approval Date: 07/11/2013

Alpine Park

Proposed Pedestrian Ramp

Proposed Gravel Path

Proposed Crosswalk with Signs

Public Works Committee **5. 5.**

Meeting Date: 07/16/2013

By: Mark Riverblood, Engineering/Public Works

Title:

Recommend Shelter and Restroom for Riverdale Park – 2013 Capital Improvement

Background:

A restroom and also shelter had been discussed for many years for Riverdale Park as a stand-alone improvements as a annual Parks Capital Improvement. In 2009, the City of Ramsey applied for Federal funding for the Mississippi River Trail, with these two improvements as a part of the local match. The City of Ramsey (and Anoka) were awarded $440,000 for this trail project which will be let for bid in August, with construction occurring thereafter.

In January of 2013 City Council adopted Resolution 13-01-007 warranting that the shelter and restroom would be built as part of the Federal trail project approvals.

To progress toward the project construction and completion, Staff has assembled the quotes and costs that make up the various components and tasks. The first was the selection of the hexagonal shelter identical to the one previously specified by the city at Sunfish Lake Park (with cladding for the support posts). This cost was obtained using the State Bid Contract.

The next major part of the project was to obtain quotes for the restroom. The style of construction and specifications were the same as the successful building installed at Emerald Pond Park in the spring of 2008. Parks' Lead-person Mike Berge organized the process and issued the summary in the text below. Staff is recommending CTX in the amount of $35,320. Highlighted are areas two of the companies could not meet the City's specs - and to somehow add, or purchase the same product or services that CTX provides would result in a total cost higher than the one recommended.

"Company #1 - CXT Concrete Buildings is the same company we purchased the Emerald Pond Park restroom from. All of the inside fixtures have electronic flush with stainless steel plumbing. It will have a hot water heater, magnetic door locking system and more. In this quote CXT will make all final connections to utilities once the building is set in place. The final connections aspect is very beneficial since the city would have to hire licensed contractors for these connections. CXT has done this multiple times which will ensure us that it will get done correctly and safely.
Amount of quote - $35,320.00

Company #2 – Huffcutt Concrete Inc is another company that provided a quote. This company's restroom is similar to CXT with all its options except a couple items. First one is they do not have the option of upgrading their plumbing fixtures from chrome plated to stainless steel. We prefer stainless steel due to the fact that it will hold up better and keep its appearance much longer than chrome plated. The other option that this company does't offer is the final connections of utilities to the building. The city would have to hire a licensed plumber and there will be additional cost to a contracted electrician to make these final connections. The cost for these contractors may be unknown until they complete the job.
Amount of quote - $33,130.00

Company #3 – NCI (Norwalk Concrete Industries) is the third company that gave us a quote for this restroom. They had some of the options the other companies were offering but not all of them. NCI did not have an option for electronic flush on any of the fixtures. They also didn't have an option for a hot water heater or final connections to utilities

Amount of quote - $34,025.00

Conclusion to these quotes – I recommend the city go with CXT. Their restroom meets specifications and has all the features that the city requires. We have used this company's product in the past and we are very satisfied with the ease of maintenance and durability of the building."

Notification:

Observations/Alternatives:

Below is the aggregate of the proposed 2013 project:

Riverdale Restroom and Shelter Budget Detail

Restroom
Restroom with tax, delivery, crane and hook up $37,720
Electric service $900
SAC charge $2,435
Sewer and water service $6,950
Restoration (sod) $200
Contingency $1,795
Subtotal $50,000

Shelter
Hexagonal shelter with tax, delivery, and custom cladding $12,713.51
Construction/labor for shelter and slab $12,720
Drinking fountain with attachments $6,594.19
Exposed aggregate slab for fountain $1,200
Restoration (sod) $200
Contingency $572.30
Subtotal $34,000

Riverdale Park restroom and shelter not-to-exceed total = $84,000

Funding Source:

The shelter and restroom are listed within the 2013 CIP as funded by the Park Trust Fund in the amount of $77,000. The present balance within the fund is approximately $2.4 million dolllars.

The drinking fountain and mister is also shown within the 2013 as funded from the Park Trust Fund at $7,000.

Staff Recommendation:

Both Staff and the Park and Recreation Commission recommends approval of the 2013 Capital Improvement as presented within the budget detail; with the 'mister' purchased with the drinking fountain but to be located and installed at Central Park as part of Riverdale's project (as intended).

Action:

Motion to recommend to City Council a not-to-exceed amount of $84,000 from the Park Trust Fund for Riverdale Park's shelter, restroom and drinking fountain as presented within the 2013 Capital Improvement Plan.

Attachments

Location map
Shelter and Restroom location exhibit

Shelter spec sans cladding

Recommended Restroom

Resolution warrantying construction of restroom and shelter

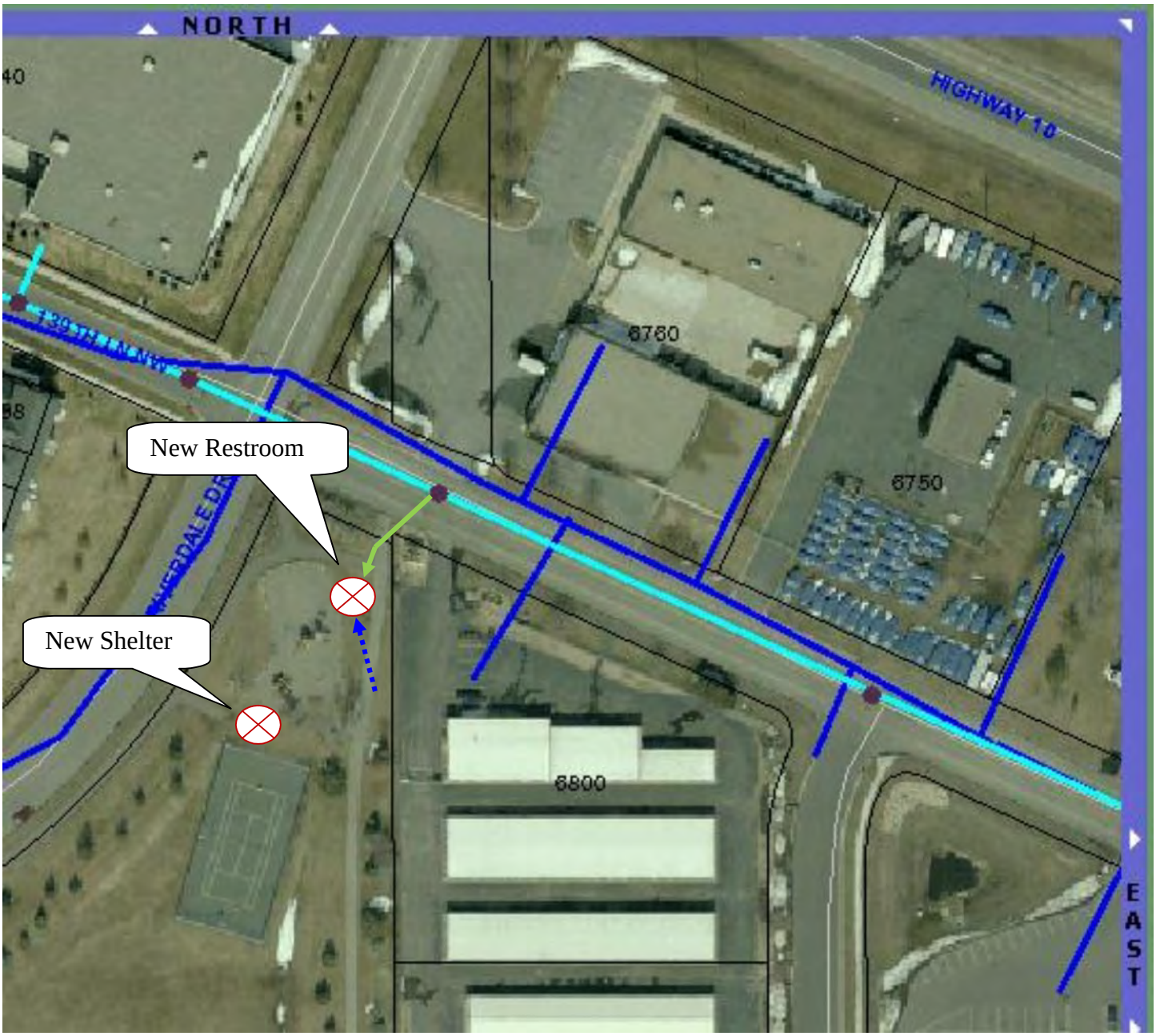
Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	07/11/2013 09:22 AM
Kurt Ulrich	Kurt Ulrich	07/11/2013 03:49 PM
Kurt Ulrich	Kurt Ulrich	07/11/2013 03:56 PM

Form Started By: Mark Riverblood Started On: 07/11/2013

Final Approval Date: 07/11/2013

NORTH COMMONS
SUNFISH LAKE
SUNFISH LAKE PARK
COTTONWOOD PARK
THE DRAW
RHINESTONE COMMONS
PROPOSED TH10 TRP & RAILROAD PEDESTRIAN OVERPASS
EMERALD POND
MISSISSIPPI WEST REGIONAL PARK AND BOAT LANDING
Island
RIVERDALE PARK



Green line would be new PVC sanitary connection to manhole

Blue dashed line represents new 1 ¼ poly water line connection to potable water routed to irrigation supply

(Light blue existing sanitary sewer with manholes)

(Dark blue existing watermain)

Model: Steelworx Hexagonal Shelter w/ Vented Top, 20'
Model # HX-20-SW-VT-TG

Manufacturing Mission: To provide all prefabricated components and installation instructions for a 20' hexagonal (measured from eave to eave) free standing bolt together, tubular steel constructed shelter kit.

Design Criteria: Structure shall be designed for a 50 lb live load and a 90 mph wind load capacity, but can also be designed based on specific site requirements upon request. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All fabrication performed to latest AISC standards by AWS Certified welders. All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting.

Tubular Steel Columns and Beams: Standard column dimension shall be 5" x 5" x 3/16" tubular steel welded to 5/8" base plates for surface mounting. Main support beams are 7" x 5" x 3/16" and purlins are 5" x 3" x 1/8". Steel sizes are preliminary and may change due to ongoing review and final engineering.

Roof Deck: 2" x 6" (nominal) #1 Grade, end matched, single tongue and groove with V-joint bottom face, kiln-dried to an average of 15% moisture content, Southern Yellow Pine.

Roofing: 24 Ga. pre-cut steel Multi-Rib panels with Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a eave height of 7'-6". Attached to decking with exposed screws painted to match roof color. Matching 24 Ga. trim included.

Frame Finish: All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

Foundation: All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted to footings with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing without base plates upon request. Anchor bolts and bracing templates are included. Optional base plate covers are available at an additional cost.

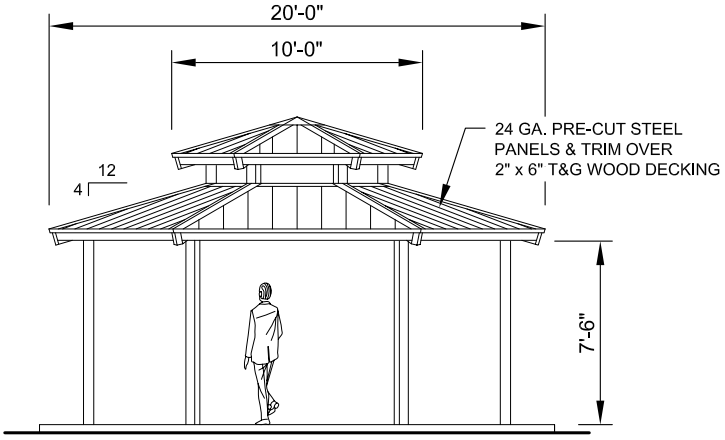
Hardware: All structural hardware and roofing fasteners shall be provided.

Warranty: 10 years against manufacturer defects.

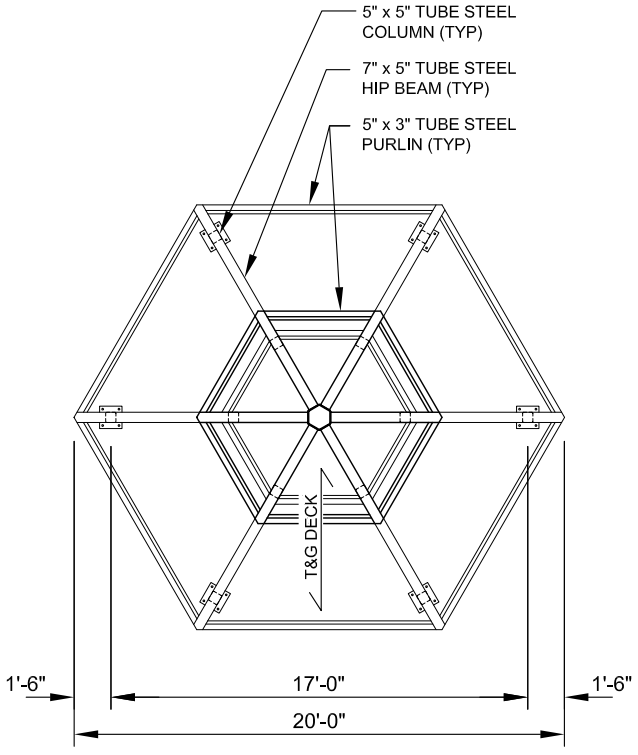
Not Included: Concrete work of any kind, unloading of product and installation.

Additional Options:

- Flexibility of Design Such as: Height and Pitch
- Additional Engineering
- Variety of Colors
- Decorative Railings, Lattice, Braces, Trim, etc.
- Cupolas and Rooftop Accs.
- Column Style Variations
- Provisions for Electrical
- Lexan Wind Screens
- Tongue & Groove Roof Decking
- Asphalt Shingles, Standing Seam, Cedar Shake, or Clay Tile Roofing
- Composite Finished Ceiling
- Solar Panels & Solar Lighting
- Site Furnishings and Accs.



ELEVATION
SCALE: NTS



FRAMING PLAN
SCALE: NTS

COVERWORX
Recreational Architecture
A Division of Ross & Barr Inc.

11800 East 9 Mile Road
Warren, MI 48089
Office: (586) 759-5490
Fax: (586) 754-9130
Toll Free: (800) 657-6118
Email: info@coverworx.net
www.CoverWorx.net

Steelworx Hexagonal Shelter w/ Vented Top - 20'

Model: HX-20-SW-VT-TG

DESIGN SPECIFICATIONS

RESTROOM
RESTROOM
MID-EXTEND
MID-EXTEND

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

RESOLUTION #13-01-007

RESOLUTION WARRANTING 2013 RESTROOM AND SHELTER CONSTRUCTION FOR RIVERDALE PARK AS LOCAL MATCH FOR THE MISSISSIPPI RIVER TRAIL

WHEREAS, the City of Ramsey has passed a resolution supporting regional trail status for the planned for, and existing trails along the Mississippi River within Anoka and Ramsey; and

WHEREAS, the Metropolitan Council did grant the regional trail status for this trail in 2006; and

WHEREAS, the Mississippi River Trail will link together the cities of Anoka and Ramsey, Bunker Lake and Rum River Regional Trails, as well as being a key link in the National trail system and generate local and regional tourism revenue; and

WHEREAS, this trail may also be extended to connect the Historic Oliver Kelley Farm, Ramsey's COR, and the Ramsey Northstar Transit Station; and

WHEREAS, the Metropolitan Council did award Federal grant funds as part of Transportation Enhancements for funding year 2013 in the amount of $387,808 for this regional trail; and

WHEREAS, the city of Anoka and Ramsey, as part of the Federal grant Project Memorandum submission, have requested that the local match of a shelter and restroom for Riverdale Park be constructed in 2013, but separated from the Federal processes associated with the trail grant as intended within the grant application and earlier 2009 City Council Resolution supporting Transportation Enhancement funding; 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 hereby warrants that a restroom including sewer and water service and shelter will be constructed at Riverdale Park before the conclusion of the construction and Federal reporting for Transportation Enhancement funded Mississippi River Trail eligible for reimbursement.

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

Mayor Strommen
Councilmember Elvig
Councilmember Tossey
Councilmember Backous

Councilmember Kuzma
Councilmember LeTourneau
Councilmember Riley

and the following voted against:

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 8th day of January 2013.

Mayor

ATTEST:

City Clerk

Public Works Committee **6. 1.**

Meeting Date: 07/16/2013

By: Mark Riverblood, Engineering/Public Works

Title:

Discuss Request to Mow Portions of an Undeveloped Park - Shawn Acres

Background:

Between 2008 and 2010, various undeveloped and underdeveloped municipal lands were removed from mowing, or had reduced areas of mowing in other instances. This was approved by City Council and due to the reductions in General Fund Budgets, and also recognizing that two regular park maintenance staff resigned with the positions remaining unfilled.

There have been several instances of residents near Shawn Acres Park requesting that the park receive occasional mowing in the front portion (near the street). Staff would like Public Works Committee and Council concurrence that it is acceptable to resume limited mowing at the park.

Notification:

Observations/Alternatives:

Funding Source:

The funding source would be the parks' operating budget, a subset of the General Fund for labor, fuel, and ordinary expenses associated with mowing equipment.

Staff Recommendation:

Staff recommends resuming mowing on an as-needed basis.

Action:

Committee direction or consensus on whether or not to resume mowing Shawn Acres Park at the request of area residents.

Attachments

Location Map

Boulevard along Chameleon Street

Old play equipment

2009 Exhibit on mowing reductions

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	07/10/2013 11:02 AM
Kurt Ulrich	Kurt Ulrich	07/11/2013 03:39 PM
Grant Riemer	Mark Riverblood	07/11/2013 03:58 PM
Mark Riverblood (Originator)	Mark Riverblood	07/11/2013 04:19 PM
Grant Riemer	Grant Riemer	07/11/2013 04:26 PM
Kurt Ulrich	MaryJo Warner	07/11/2013 04:27 PM
Kurt Ulrich	MaryJo Warner	07/11/2013 04:27 PM

Form Started By: Mark Riverblood Started On: 07/09/2013 03:37 PM

Final Approval Date: 07/11/2013

Shawn Acres Site Location Map

Estimated mowing reductions - in hours for 2009

(Time saved based on a 3 person mow crew)

- Alpine Park – 15 minutes saved reduce mowing parameters (22 weeks x 15 = 5.5 hrs)
- Hunters Hill – 60 minutes saved by not mowing (11 weeks x 60 = 11 hrs)
- Shawn Acres – 120 minutes saved (11 weeks x 120 = 22hrs)
- Forest Hideaway – 30 minutes saved (11 weeks x 30 = 5.5hrs)
- Riverwood Hills – 20 minutes saved (11 weeks x 20 = 3.7 hrs)
- Fox – 10 minutes saved (20 weeks x 10 = 3.3 hrs)
- Flintwood – 30 minutes saved (20 weeks x 30 = 10 hrs)
- Autumn Heights – 10 minutes saved (11 weeks x 10 = 1.8 hr)
- Tower #1 Community Garden reductions 30 minutes (11 weeks x 30 = 5.5 hrs)
- Old City Hall 90 minutes (11 weeks x 90 = 16.5 hrs)

- All trails - 7 mowing intervals to twice per year [two person crew] = (240 hours)

Approximately 323 seasonal staff hours have been reduced by these mowing reductions.

Notes:

Outfield fences added to ball fields 2 and 3 at Alpine added 45 minutes to the mow crew per week, or 16.5 hrs annually.

Whispering Pines 1 and 2 have not been mowed since 2008 (60 minutes saved between the two, or 11 hrs annually).

CC Regular Session **7. 1.**

Meeting Date: 08/13/2013

Submitted For: Dean Kapler **By:** Dean Kapler, Fire Department

Information

Title:

Adopt Resolution #13-08-133 to Continue Efforts towards a Shared Fire Service

Background:

The cities of Bethel, Nowthen, Oak Grove, Ramsey and St Francis have been formally meeting as a study group since October of 2011 researching the feasibility of joining or sharing fire services. In 2013 the study group applied and was awarded a grant in the amount of $29,494 from the Minnesota State Fire Marshal's Office to be used for hiring a consultant to complete an indepth feasibility Study of a five city shared fire service. It should be noted that there was an aproximately 11% match required for the grant by cities involved. That match was covered by staff and councilmembers time spent while being involved in the preparation of the study.

The study group hired Emergency Services Consulting International to complete the Feasibility Study. That study is attached to this case.

Observations/Alternatives:

Option #1: Continue efforts towards a shared fire service.

Option #2: Discontinue efforts towards a shared fire service.

Recommendation:

With the information generated by both the five city Study Group and the Feasibility Report by ESCI, it is staff's opinion that option #1 that efforts should be taken to continue to work towards a shared fire service. Staff recommends council pass resolution #13-08-133 to continue efforts towards a shared fire service along with the cities of Bethel, Nowthen and St Francis.

Funding Source:

Passing the attached resolution requires no funding. In the future there will most likely be costs associated with the continued process. These costs would most likely be distributed among the four participating cities. In Ramsey's case, those costs would get council approval prior to generating expenses.

Council Action:

Motion for City Council to authorize adoption of Resolution #13-08-133 to continue efforts towards a shared fire service.

Attachments

Shared Fire Service Resolution

Feasibility Report

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/06/2013 03:26 PM
Kurt Ulrich	Jo Thieling	08/07/2013 11:42 AM

Diana Lund	Diana Lund	08/07/2013 11:45 AM
Form Started By: Dean Kapler		Started On: 08/06/2013 02:19 PM
Final Approval Date: 08/07/2013		

RESOLUTION 08-133-2013

RESOLUTION TO CONTINUE EFFORTS TOWARDS A SHARED FIRE SERVICE

WHEREAS, the Shared Fire Service Study Group, known as the Rum River Regional Fire Study Group includes the cities of Bethel, Nowthen, Oak Grove, Ramsey and St Francis has held scheduled meetings on a regular basis since October of 2011; and

WHEREAS, the City of Ramsey had the following members participate in the Shared Fire Service Study Group; Mayor Strommen, Fire Chief Dean Kapler, City Administrator Kurt Ulrich and Firefighter Shane Swedeen and

WHEREAS, the Shared Fire Service Study Group presented a committee report to all communities involved on April 12, 2012 in Ramsey MN; and

WHEREAS, all cities mutually adopted a resolution to continue efforts towards a shared fire service and

WHEREAS, the "Rum River Regional Fire" Study group applied for and received a grant for a feasibility study for shared or cooperative fire and emergency services; and

WHEREAS, the feasibility study was completed and the results were presented to a meeting of the five city councils on June 26th, 2013, and

WHEREAS, the City of Ramsey has reviewed the opportunities and issues identified in the feasibility study, and conclude that there appears to be opportunity to provide the same or better fire related services at a good value to all tax payers involved; and

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

The City of Ramsey hereby supports the continued effort of looking towards a Shared Fire Service with the other interested communities.

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

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 13 day of August, 2013.

Sarah Strommen, Mayor

ATTEST:

Jo Theiling, City Clerk

Ramsey, Nowthen, St. Francis, Oak Grove, and Bethel

Minnesota

Feasibility Study for Shared Fire and Emergency Services Revised

June 2013

Emergency Services Consulting International

25200 SW Parkway Ave. Suite 3 | Wilsonville | Oregon | 97070 | www.esci.us | 800-757-3724 | info@esci.us

Ramsey, Nowthen, St. Francis, Oak Grove, and Bethel

Minnesota

Feasibility Study for Shared Fire and Emergency Services

Winter/Spring 2013

Prepared By:

Lane Wintermute

Kent Greene

Rob Strong

Emergency Services Consulting International

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Acknowledgements

Emergency Services Consulting International (ESCI) met with a number of individuals and groups throughout the process of completing this project. Without their insight and participation, this report would not have been possible. We sincerely extend our thanks to those listed here as well as others that assisted with collection of the necessary data and information from a variety of sources.

City of Ramsey

Sarah Strommen, Mayor
Randy Backous, Councilmember
John LeToruneay, Councilmember
Mark Kuzma, Councilmember
Jason Tossey, Councilmember
Chris Riley, Councilmember
Kurt Ulrich, Administrator
Dean Kapler, Fire Chief

City of Nowthen

Bill Schulz, Mayor
Harlan Meyer, Councilmember
Jeff Pilon, Councilmember
Jim Scheffler, Councilmember
Mary Rainville, Councilmember
Corrie LaDoucer, City Clerk
Dean Kapler, Fire Chief

City of St. Francis

Jerry Tveit, Mayor
Mike Haggard, Councilmember
Amy Lazere, Councilmember
Chris McClish, Councilmember
Tim Brown, Councilmember
Matt Hylen, Administrator
Dean Kapler, Fire Chief

City of Oak Grove

Mark Korin, Mayor
Mike Wylie, Councilmember
Scott Lawrence, Councilmember
Dan Denno, Councilmember
Sean Sullivan, Councilmember
Rick Juba, Administrator
Curt Hallermann, Fire Chief

City of Bethel

Todd Miller, Mayor
Kristi Bottema, Councilmember
David Merritt, Councilmember
Brian Birkham, Councilmember
Richard Wiitala, Councilmember
Ginger Berg, City Clerk
David Arcand, Fire Chief

Executive Summary

Emergency Services Consulting International (ESCI) was engaged by the cities of Ramsey, Nowthen, St. Francis, Oak Grove, and Bethel, Minnesota, herein after referred to as the participating agencies, to evaluate the feasibility of shared and cooperative services between the cities' fire departments. This report serves as the culmination of the project and begins with a general overview of the participating agencies. This overview includes information relative to history, formation, and general description of the service areas, governance and lines of authority, foundational policy documents, organizational design, and budget and finance.

Each participating agency is a direct operating department of its respective municipality. Each reports to a city council and/or mayor and participates in annual municipal budget processes. The primary difference between the governance and lines of authority of the five study agencies is relative to city size but otherwise few differences exist.

Foundational policy documents are those books, handbooks, and manuals that allow the organization to exist and govern its operations both from an administrative and operational perspective. ESCI reviewed the organizations documents and found that they are generally well developed. While each agency maintains Standard Operating Guidelines (SOG), they are somewhat variable in content. Regardless of moving forward with cooperative efforts, all five agencies would benefit from developing and implementing a standardized set of policy documents that cover specific topics including administrative policies, general rules, and operational guidance.

Most fire departments and emergency services agencies are structured in a typical "top-down" hierarchy where the fire chief reports to a board of directors (or city administrator/manager or city council) and the remainder of the fire department is under his/her direction, usually consisting of several assistant or deputy chiefs, line officers, and operational firefighters. As seen in many organizations this size, programs and responsibilities are overseen by those 'wearing more than one hat'. Future shared services may produce programs of sufficient size to warrant separate program managers as well as administrative and support positions.

Without adequate funding, no emergency services organization can fulfill its mission. The personnel, whether career or volunteer, are compensated in some fashion either through salary and benefits or through intangible pension programs. Apparatus are expensive pieces of specialized equipment that can

cost as much as $1.5 million and must be replaced periodically. Facilities, which can cost upwards of several million dollars to construct, are necessary to house the apparatus and provide housing and training for personnel. Although not replaced as often as apparatus, emergency services facilities cannot be expected to last forever. With the exception of Bethel, all of the agencies have effectively planned for future apparatus replacement needs. Limited planning has taken place regarding fixed facilities. Should future collaborative efforts be undertaken, the cost of future capital replacement will be a critical consideration.

Aside from personnel, capital assets can be a department's most critical expense; without proper upkeep and replacement planning, facilities and apparatus can fall into disrepair and fail at a critical time. ESCI conducted a non-architectural/non-engineering review of existing facilities to evaluate suitability for current uses and viability for future service delivery. In addition, the project team reviewed existing apparatus for general condition and serviceability. The review is included in the Capital Assets section of this report.

Today's emergency services agencies are a mix of career (paid full-time), part-time, paid-on-call, and volunteer personnel. Which of these an agency utilizes (one or more) is dependent upon several factors, including availability of paid-on-call or volunteer personnel, service demand, population density, socioeconomics, demographics, and financial resources of the community. For a career fire department, the distinction between administrative and support personnel and operations personnel is relatively clear. In combination and volunteer departments, however, this separation is not as simple. Most combination and volunteer departments have personnel that perform both administrative/support and operational roles while career departments have personnel that are primarily focused on managing and supporting the programs of the organization.

Only Ramsey Fire Department uses career personnel to meet the administrative and support needs of the department. Each of the other departments accomplishes these functions with part-time or paid-on-call personnel. In all of the participating agencies, administrative personnel also serve as primary emergency responders.

Emergency response staffing is accomplished largely by the use of paid-on-call, part-time personnel throughout the study area. Only Ramsey employs career personnel which are limited to administrative roles. All operational responders are non-career members.

The following table details the career membership of the agencies:

	Bethel	Nowthen	Oak Grove	Ramsey	St. Francis	Total
Fire Chief	0	0	0	1.0	0	1.0
Fire Marshal	0	0	0	1.0	0	1.0
Admin. Asst.	0	0	0	0.5	0	0.5
Total	0	0	0	2.5	0	2.5

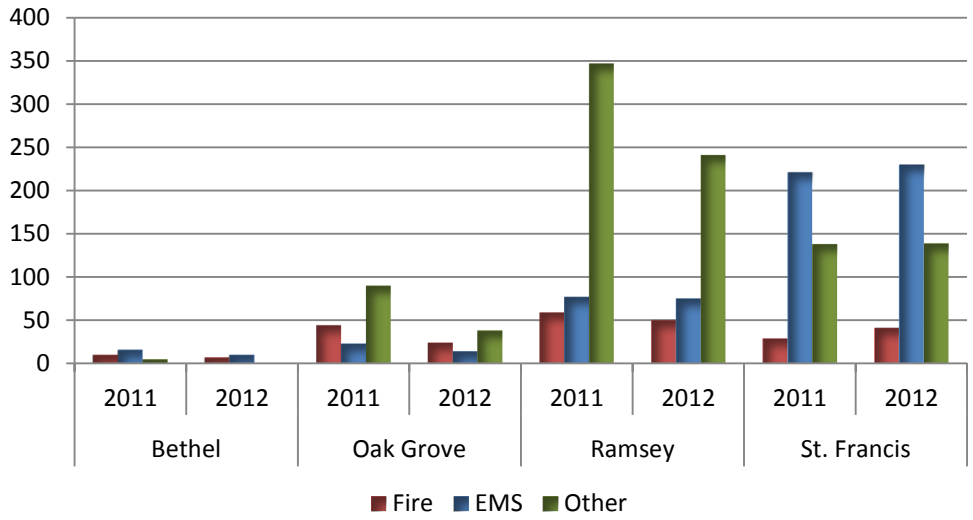
Paid-on-call members are listed below:

	Bethel	Nowthen	Oak Grove	Ramsey	St. Francis	Total
Fire Chief	1	0	1	0	0	2
Asst. Chief	1	0	1	2	1	5
Captain	1	0	2	3	1	7
Lieutenant	2	0	5	3	4	14
Training Officer	0	0	0	1	1	2
Inspector	0	0	0	0	1	1
Firefighter	7	0	22	43	15	87
Admin. Asst.	0	0	1	0	0	1
Total	12	0	32	52	23	119

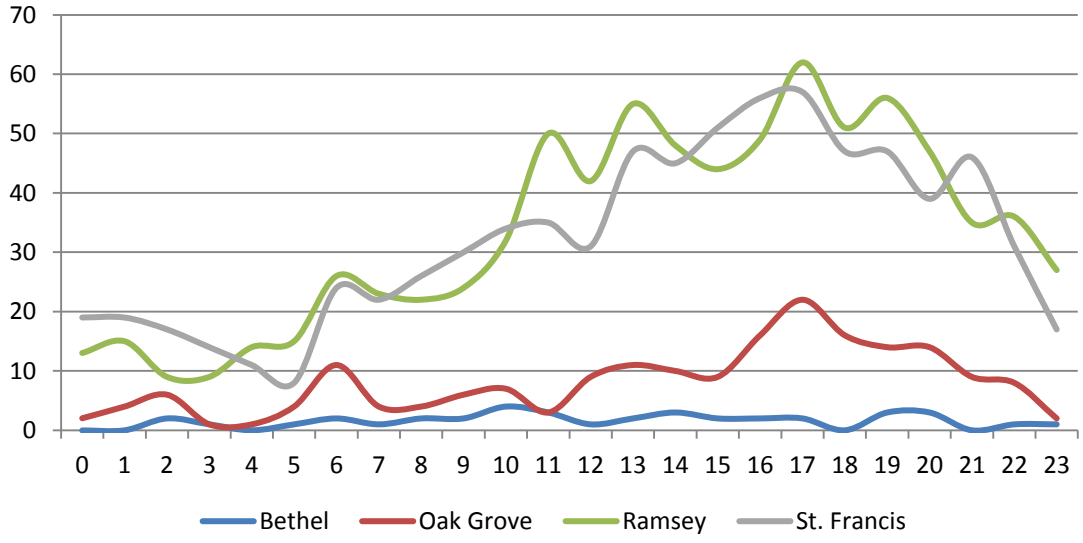
Based on the distribution of operational staff across all three study departments, the system utilizes a total 120 operational personnel including 2 career and 118 paid-on-call personnel. From a comparative perspective, the number of volunteer/paid-on-call personnel in the combined study area is above the regional benchmarks while the number of career personnel is significantly below the expected level.

The primary responsibility of any emergency services organization is to provide emergency response services to their respective communities. The next section of the report evaluates the service delivery and performance of each participating agency both as an independent provider and as a region. This was accomplished through an analysis of service demand, distribution of resources and response performance and is partially summarized below.

Each department is involved in emergency medical services first response efforts to varying degrees. Medical incidents account for the majority of some agencies' overall service demand while others respond to more fires and other incidents than medical calls, as shown in the following table.



Service demand was also evaluated temporally. As expected, each department's service demand begins to increase around 0600, peaks during the mid-afternoon hours and then declines into the evening. This is a common bell-curve pattern of service demand for fire departments involved in the delivery of EMS. When service demand was plotted geographically, it was determined that the heaviest incident density occurs within Ramsey and St. Francis.



In regard to distribution of resources, based on travel models, nearly 100 percent of the combined service area is within 12 minutes of travel from an existing fire station and 85 percent is within eight

minutes. Four-minute coverage drops to 50 percent in Oak Grove and is also lower in the other service areas, as is to be expected.

	4 Minutes	8 Minutes	12 Minutes
Bethel	100 %	100 %	100 %
Oak Grove	50.2 %	85.8 %	97.3 %
Ramsey/Nowthen	70.5 %	98.2 %	100 %
St. Francis	84.9 %	95.6 %	99.5 %

Although the delivery of fire suppression and emergency medical services is at the foundation of each department's mission, additional core activities are necessary to support every emergency services agency. These activities provide the basis for member training and education, public safety education, fire prevention, and code enforcement. More detail on each of the elements is provided within the body of the document.

While the preceding sections of the report focus on the current conditions within each of the study agencies, the greater intent of the project is to evaluate the potential for cooperative and/or shared services between the agencies up to and including consolidation if feasible. The final report section examines the multitude of options available to the study agencies and provides direction where appropriate. Three basic strategies are generally available when considering cooperative efforts and shared services, beginning with a do-nothing approach (status quo) and ending with complete unification of the organizations into what is, essentially, a new emergency service provider. In between lay the potential for functional consolidation and operational consolidation.

In identifying potential cooperative and shared services opportunities, the project team considered the key issues now challenging each agency and community. Some issues represent roadblocks to integration, while others provide a unique chance for improvement. As an element of the review, affected staff and other officials provided local and internal perspective on organizational culture, community expectations, and other significant matters.

ESCI usually makes no distinction between unification, consolidation, or merger, tending to use each term interchangeably. The reader should note that when referring to the union of programs or agencies, the operative words are *functional* and *legal.*

Governing bodies should pursue the process of joining two or more fire departments only after concluding that unification is cost-effective and is likely to provide better and/or more efficient service to the public. Each agency's legal counsel should research the particular statutory steps necessary to implement a particular unification strategy. The different processes are not commonly difficult to accomplish, but because the transfer of public assets and liabilities may be involved, the procedure itself can be relatively precise. It is important, therefore, that the agencies have the benefit of competent legal advice throughout the process.

The decision to choose one unification strategy over another is a matter of local policy. Most often, officials choose a preferred course for analytical reasons; however, in certain cases politics or law may rule. Most states actively support cooperation between governments as a matter of policy in the interest of furthering the economy and efficiencies of local government. Generally, functional and operational strategies are always available as options, whereas the legal unification of fire departments is dependent on circumstance.

As discussed in further detail in the body of this report, statutory allowances to accommodate various forms of merger and consolidation are limited in Minnesota Law and, to achieve some forms of unification, legislative action is necessary to provide the authority to do so. To accomplish a true legal unification, one group of Minnesota communities had to petition the legislature for a special law that created the state's first independent fire district with taxing authority. They were successful in doing so, as is explained in the General Partnering Strategies section of this report.

While the last section of the report evaluates and presents the potential for combining the study departments into one or more new and larger agencies, ESCI understands that cooperative efforts and shared services can take on a much different look. As mentioned previously, there are various methods by which to cooperate between departments and improve the overall efficiency of the organizations within a given region. Various functional shared services options that two or more departments may participate in to gain efficiencies of scale were evaluated and include:

- Enhanced Mutual and Automatic Aid Agreements
- Development of Uniform Pre-Incident Planning Processes
- Implementation of Regional Incident Command and Operational Supervision
- Combining Administrative and Support Services
- Developing a Shared Health and Safety Program

- Implementing a Regional Capital Replacement Plan
- Establishing Shared Apparatus and Equipment Purchasing Practices
- Sharing Personnel Recruitment and Retention Efforts
- Developing a Regional Training Program
- Developing a Regional Code Enforcement and Life Safety Education Program
- Developing Unified Standard Operating Guidelines/Procedures

Each of the above is discussed in detail and implementation guidance is provided. ESCI recommends that, regardless of decisions that may be made about any greater degree of future unification of the agencies, the listed functional shared services approaches be implemented.

ESCI also evaluated the opportunities that exist for higher level integration. It is important to point out that a high level of collaboration currently exists between the Cities of Ramsey, Nowthen, and St. Francis, constituting what is essentially already a unified organization. The City of Nowthen receives fire protection from the City of Ramsey, and the City of St. Francis is receiving administrative oversight and management from the contracted use of the Ramsey Fire Chief. Should the existing three-city cooperative effort be taken to a higher level, the City of Bethel would be the next likely partner, in large part because the city is surrounded on three sides by St. Francis. The City of Oak Grove could also benefit from joining the cooperative effort, resulting in multiple benefits.

In many larger cooperative efforts projects in which ESCI participated, cost savings are realized when multiple agencies combine that have a large number of career personnel. Financial advantages may also be found when re-deployment of personnel and facilities accommodates a reduction in the number of fire stations and/or people. In this study area, ESCI finds that station locations are appropriate and necessary to provide appropriate levels of coverage, so no reductions are feasible. Further, using a paid-on-call staffing model in all of the fire departments, financial savings cannot be accomplished by reducing personnel numbers. **Based on these findings, financial advantages of full unification are limited. However, many valuable gains in terms of increased efficiency and operational effectiveness will result from the adoption of the functional shared service initiatives that are offered.**

The report concludes with a general discussion on the overall implementation process should the entities make a decision to move forward. Part of this process includes the policy decisions necessary to determine, based on the results of the study, whether there is sufficient desire among the political

bodies of the organization to continue with the process or not. The implementation begins with that step.

A tremendous amount of data and information is contained within this document, much of which was supplied by the agencies involved and then analyzed and evaluated by the ESCI project team. In the end, the study departments, like many other paid-on-call fire departments across North America, are operating at a level that is currently meeting the expectations of the communities served but realize that there is always room for improvement. Regardless of the path that policymakers chose moving forward, the information contained with this report is intended to be used by the fire departments to follow a process of continuous quality improvement in a non-ending cycle of self-evaluation.

ESCI began collecting data and working with community stakeholders for this project in February 2013. Analysis of data and collection of stakeholder input has taken over four months to compile to develop options for future service delivery within the study area. It is ESCI's sincere hope that the information contained within this document is seen as useful in enhancing the way in which fire and emergency services are delivered throughout the area.

Section I – Evaluation of Current Conditions

In early 2013, Emergency Services Consulting International (ESCI) was engaged by the cities of Ramsey, Nowthen, St. Francis, Bethel, and Oak Grove (referred to as the participating agencies or study agencies), to evaluate the feasibility of establishing or enhancing cooperative delivery opportunities that already exist between the individual agencies regarding the provision of fire and emergency services. This report serves as the culmination of that analysis.

In order to fully appreciate the intricacies of how the participating agencies currently provide delivery of emergency services to their communities, ESCI initiates the project with an analysis of the current conditions existing in each agency. A review of all of the organizational elements is conducted for two reasons: first, to verity that ESCI's information collection is complete and accurate; secondly, to provide the reader that is not directly involved in fire and EMS service delivery with an understanding of how the agencies operate.

Organization Overview

Fire departments and other emergency services providers are actively involved in a number of varying activities primarily depending on the needs within their respective communities. The study area for this project is no different. This section provides a general description of each study agency's history, area served, population, infrastructure and financial element.

City of Bethel (Bethel Fire Department)

Bethel Fire Department (BFD) is a direct operating department of the City of Bethel. The area is comprised of 0.97 square miles and has a resident population of 466 based on the 2010 U.S. Census. This creates a population density of 480.4 per square mile, classifying the City as rural based on Nation Fire Protection Association (NFPA) benchmarks. Formed in, BFD is one of the oldest fire departments in Minnesota and continues to provide fire suppression, BLS (basic life support) emergency medical first responder, hazmat operations-level, and public education services. The department maintains a single response facility and a total of five apparatus including two engines, one tanker/tender, one grass unit, and one utility vehicle. Services are provided by an all-volunteer (paid-on-call) force of 12 including the fire chief, assistant chief, captain, two lieutenants, and seven firefighters.

City of Nowthen

The City of Nowthen is comprised of approximately 35.1 square miles and has a resident population of 4,443 as of the 2010 U.S. Census. This translates to a population density of 126.6 per square mile,

classifying the area as rural based on NFPA benchmarks. The City of Nowthen contracts fire protection and emergency services to the City of Ramsey. The City, however, owns the fire station located in Nowthen and pays for services rendered by Ramsey Fire Department. All personnel, although considered Nowthen firefighters, are actually City of Ramsey employees (volunteers) and are paid through the Ramsey Fire Department for responses and training. The current joint powers agreement between Nowthen and Ramsey dictates that Ramsey will bill Nowthen when Ramsey apparatus and personnel are used within the City of Nowthen and Nowthen will bill Ramsey when Nowthen apparatus and personnel are used within the City of Ramsey. Nowthen owns one engine, one tanker and one grass unit that are housed at the Nowthen station.

City of Oak Grove (Oak Grove Fire Department)

Oak Grove Fire Department (OGFD) is a standing department within the City of Oak Grove's organizational structure. The department's response area, which duplicates the city's municipal boundary, is comprised of approximately 35.1 square miles with a resident population of 8,031. This translates into a population density of 228.8 per square mile, classifying the area as rural based on NFPA benchmarks. The department operates from two strategically placed fixed facilities with a fleet of two engines, two tanker/tenders, one rescue, two grass units, and several ancillary vehicles. The department provides fire suppression, BLS emergency medical first responder, vehicle extrication, hazmat operations-level, public education, and code enforcement and inspections with a totally volunteer (paid-on-call) staff of 32 consisting of the fire chief, an assistant chief, 2 captains, 5 lieutenants, 1 administrative assistant, and 22 firefighters.

City of Ramsey (Ramsey Fire Department)

Ramsey Fire Department (RFD) is a standing department within the City of Ramsey's organizational structure. The department's response area, which duplicates the city's municipal boundary as well as that of Nowthen, is comprised of approximately 29.7 square miles (plus the City of Nowthen) and contains a resident population of 23,668 based on the 2010 U.S. Census. This translates to a population density of 796.9 per square mile, classifying it as suburban based on NFPA benchmarks. The department provides services from two fixed facilities (plus the Nowthen station) with a fleet of two engines (three including the one in Nowthen), two tanker/tenders (three included the one in Nowthen), one aerial ladder, two rescues, one grass unit and one boat along with several ancillary vehicles. Fire suppression, BLS emergency medical first responder, vehicle extrication, hazmat operations-level, technical rescue-confined space, public education, and code enforcement and inspections services are provided by a staff of 54 including a full-time fire chief, full-time fire marshal, part-time administrative assistant, and a

volunteer (paid-on-call) staff consisting of 2 assistant chiefs, 3 captains, 3 lieutenants, 1 training officer, and 43 firefighters.

City of St. Francis (St. Francis Fire Department)

St. Francis Fire Department (SFFD) is a direct operating department of the City of St. Francis and consists of a response area that duplicates the municipal boundary to include 23.7 square miles and a resident population of 7,218 as of the 2010 U.S. Census. This translates to a population density of 351.8 per square mile and is classified as rural based on NFPA benchmarks. The department provides fire suppression, BLS emergency medical first responder, vehicle extrication, hazmat operations-level, public education, and code enforcement and inspections services from a single fixed facility and a fleet of two engines, two tanker/tenders, one rescue unit, and two grass units. Services are provided by a totally volunteer (paid-on-call) staff of 23 including the assistant chief, 1 captain, 4 lieutenants, 1 training officer, 1 inspector, and 15 firefighters. At the time of this study, the City of St. Francis was contracting with the City of Ramsey to provide Fire Chief oversight to the department.

The figure below summarizes the land area within each study municipality while the second figure provides a summary of population and population density.

Figure 1: Comparison of Land Area Covered (square miles)

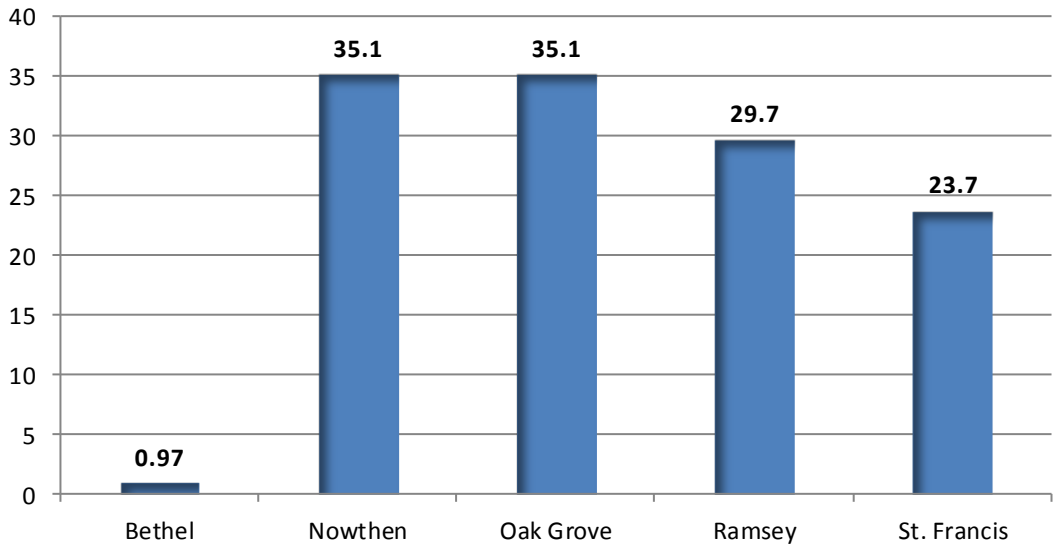
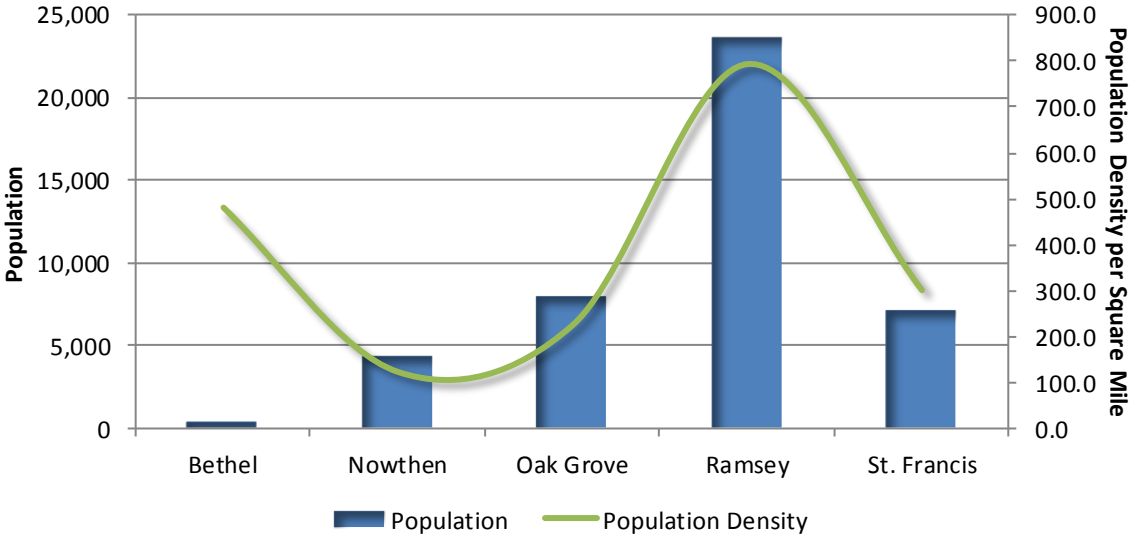
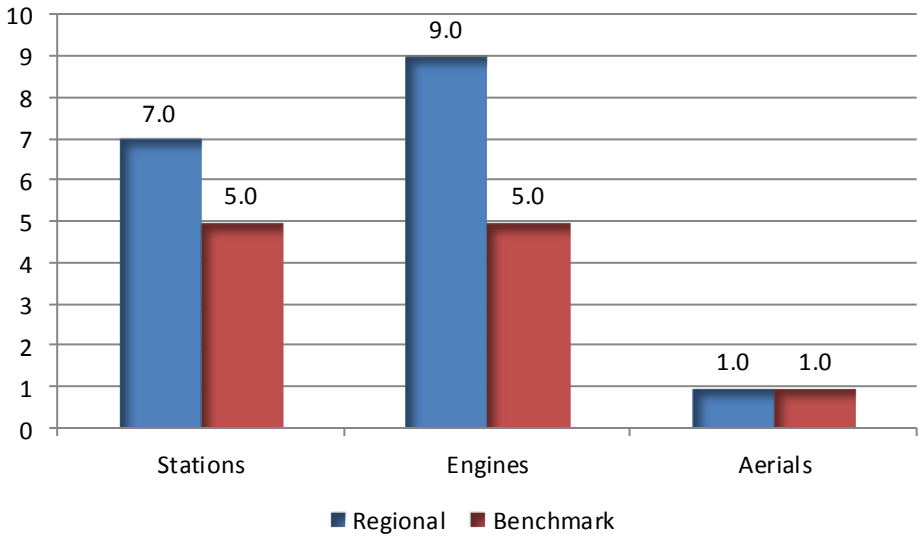


Figure 2: Comparison of Populations Served



Based on NFPA benchmarks for departments serving similar populations within the Midwest region, the study departments appear to be slightly over-resourced as illustrated in the figure below. However, it should be understood that these benchmarks do not consider land area and are population based only. Distribution and necessity of resources will be discussed later in this report.

Figure 3: Comparison of Physical Resources to Regional Benchmarks



The figure below summarizes the general descriptions of the study agencies as well as governance and lines of authority elements.

Figure 4: Summary of Governance and Lines of Authority Elements

	Bethel FD	Oak Grove FD	Ramsey FD	St. Francis FD
Department Preferred Acronym	BFD	OGFD	RFD	SFFD
Governance Authority	Direct operating department of the City of Bethel	Direct operating department of the City of Oak Grove	Direct operating department of the City of Ramsey	Direct operating department of the City of St. Francis
Jurisdictional Limits	Duplicates the governmental boundaries of the community	Duplicates the governmental boundaries of the community	Duplicates the governmental boundaries of the community and also covers the City of Nowthen	Duplicates the governmental boundaries of the community
Communities Served (all or portion)	Bethel	Oak Grove	Ramsey, Nowthen	St. Francis
Primary Risk Types	Suburban residential and light commercial	Suburban residential and light commercial, Rural residential and agricultural	Urban residential and commercial, Suburban residential and light commercial, Rural residential and agricultural	Urban residential and commercial, Suburban residential and light commercial, Rural residential and agriculture
Community Growth Level	Very limited	Very limited	Moderate, but steady	Very limited
Year Agency Formed	1905	1980	1988	1963
List All Services	Fire suppression, BLS emergency medical first responder, Hazmat operations-level, Public education	Fire suppression, BLS emergency medical first responder, Vehicle extrication, Hazmat operations-level, Public education, Code enforcement and inspections	Fire suppression, BLS emergency medical first responder, Vehicle extrication, Hazmat operations-level, Technical rescue-confined space, Public education, Code enforcement and inspections	Fire suppression, BLS emergency medical first responder, Vehicle extrication, Hazmat operations-level, Public education, Code enforcement and inspections
Technician-Level Hazmat Services Provided By	Regional hazmat team in which this agency does not participate	Regional hazmat team in which this agency does not participate	Regional hazmat team in which this agency does not participate	Regional hazmat team in which this agency does not participate
Hazmat Team Name	North Metro CAT	North Metro CAT	North Metro CAT	North Metro CAT
Staffing Methodology	On-call responders coming from home or work	On-call responders coming from home or work	On-call responders coming from home or work	On-call responders coming from home or work
Minimum On-Duty Strength or Typical On-Call Availability	4	8	15	10
Latest ISO Rating	9	7/10	4/7/10	4/7/10

	Bethel FD	Oak Grove FD	Ramsey FD	St. Francis FD
Split Rating	No	The split rating applies the lower of the ratings to those structures within 1,000 feet of a hydrant and the higher of the three to those structures outside five miles of a fire station. All others in the un-hydranted areas receive the middle rating.	The split rating applies the lower of the ratings to those structures within 1,000 feet of a hydrant and the higher of the three to those structures outside five miles of a fire station. All others in the un-hydranted areas receive the middle rating.	The split rating applies the lower of the ratings to those structures within 1,000 feet of a hydrant and the higher of the three to those structures outside five miles of a fire station. All others in the un-hydranted areas receive the middle rating.
Last ISO Survey Conducted In	2004	2010	2004	2004

Based on the summary information, the study department are strikingly similar in the services they provide and the methods by which they provide them. The primary differences lie with the population densities covered, which have an impact on the respective Insurance Services Office (ISO) ratings. How the distribution of resources impact this rating will be discussed later in this report.

Foundational Policy Documents

Foundational policy documents are those books, handbooks and manuals that allow the organization to exist and govern its operations, both from an administrative and operational perspective. Many sets of these documents can exist within a single agency and the comprehensiveness of the documents can be highly varied. In general, those organizations that function as governmental entities (county, municipal and special districts) tend to have a more comprehensive set of policy documents than do predominantly volunteer agencies. This is not due to the volunteer agencies' lack of attention to the issue but rather state and federal rules that local government units must adhere to in this regard. ESCI reviewed the policy documents for each agency as outlined in the following figure.

Figure 5: Summary of Foundational Policy Document Elements

	Bethel FD	Oak Grove FD	Ramsey FD	St. Francis FD
Titles of Policy Documents	Policies and Procedures Anoka County Chiefs	SOGs City Employee Manual Fire Department Handbook	SOGs Personnel Policies Anoka County Chiefs	SOGs City Personnel Policies
Quality of Administrative Policy Documents	Well organized and complete	Well organized and complete	Well organized and complete	Well organized and complete
Important Civil Liability and Risk Management Policies Present	Yes	Yes	Yes	Yes
Quality of Standard Operating Policies	Very good	Very Good	Very good	Very good
Adequate Operational Scene Guidance	No	Yes	Yes	Yes

While each department operates under its respective municipality's policy document, all presented operational documents that are well-organized and nearly complete. All study agencies should ensure that specific scene guidance is included as part of the operational documents supplied to personnel. Moving forward, the departments should work together to establish a common set of operational policies and procedures to increase the consistency of service delivery across the region.

Organizational Design

Most fire departments and emergency services agencies are structured in a typical "top down" hierarchy where the fire chief reports to a board of directors, city administrator/manager, or city council and the remainder of the fire department is under his/her direction, usually consisting of several assistant or deputy chiefs, line officers, and operational firefighters. Often span of control becomes an issue as departments grow and the ability of supervisory personnel, either career or volunteer, becomes overextended. In historical military literature, the origin of modern span of control theory, an individual in a stressful situation should have no more than six to eight personnel under his/her command. ESCI evaluated the organizational structure of each study agency as illustrated in the following figure.

Figure 6: Summary of Organizational Design Elements

	Bethel FD	Oak Grove FD	Ramsey FD	St. Francis FD
Clear Unity of Command	Yes	Yes	Yes	Yes
Organized With Clear Operating Divisions	No	No	No	No
Specific Programs With Managers Designated	No	No	No	No
Chief's Disciplinary Authority	Written reprimand and recommendation for further discipline	Written reprimand and recommendation for further discipline	Written reprimand, suspension from Duty and recommendation for further discipline	Suspension from duty and recommendation for termination
Quality of Job Descriptions	Complete, thorough, and up to date	Complete, thorough, and up to date	Complete, thorough, and up to date duties listed	Complete, thorough, and up to date

Each organization is structured in a typical top-down hierarchy and retains a span of control that is within recommended limitations. Based on the sizes of the organizations, it would be difficult to assign specific program managers or separate operating divisions without additional career personnel.

Funding, Fees and Taxation

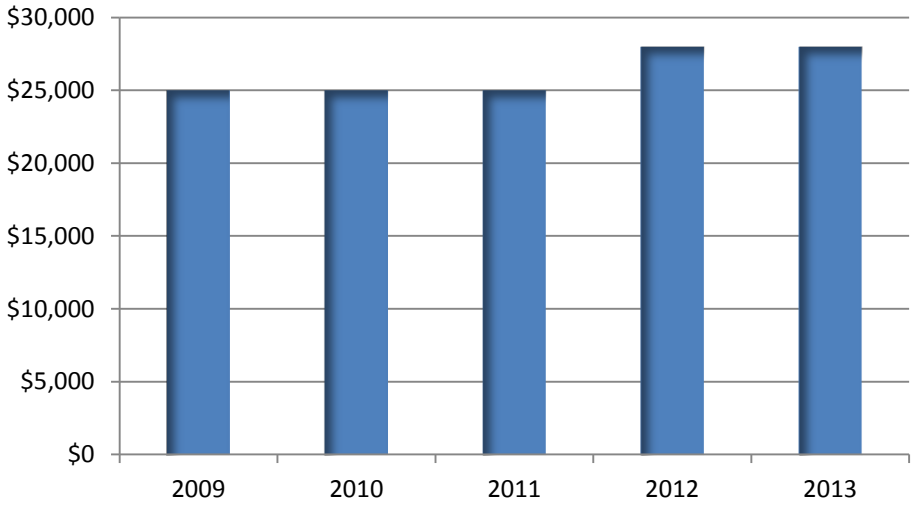
Without adequate funding, no emergency services organization can fulfill its mission. The personnel, whether career or volunteer, are compensated in some fashion either through salary and benefits or through per-call compensation and volunteer pension programs. Apparatus are expensive pieces of specialized equipment that can cost as much as $1.5 million and must be replaced periodically (as will be discussed in the next section of this report). Facilities, which can cost upwards of several million dollars to construct, are necessary to house the apparatus and provide housing and training for personnel. Although not replaced as often as apparatus, emergency services facilities cannot be expected to last forever.

This section of the report analyzes the fiscal resources of each of the study agencies and provides some generalizations about accountability of taxpayer dollars. The study departments provided varying degrees of financial data for evaluation by the ESCI project team. Given the variety of information provided, no direct correlation can be determined regarding overall budget history. However, at the end of this section, ESCI presents a composite cost of fire protection for the last fiscal year and compares that information to regional and national available data.

Bethel

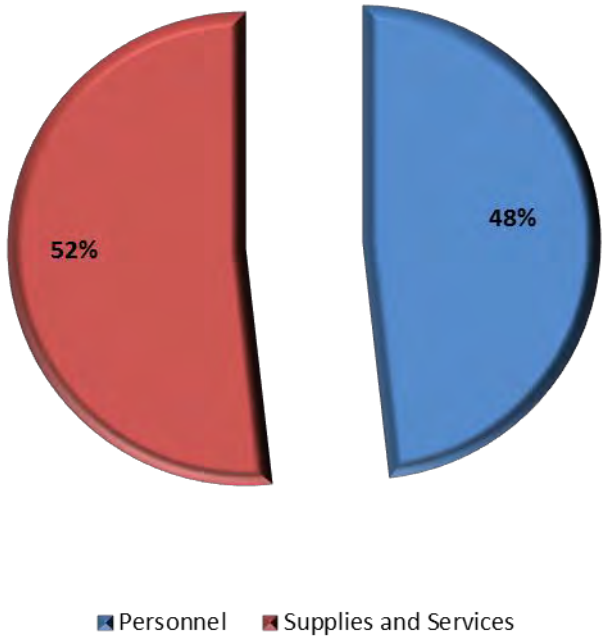
BFD provided five years of budget history for evaluation by the ESCI project team.

Figure 7: Historical Budget - BFD



Over the past five years, the department's budget has seen an increase of 12.0 percent. While this may seem like a large increase, the overall expenditures for fire protection within Bethel are extremely low. Based on a per capita rate, fire protection costs are calculated at $60.09 compared to $70.28 across Minnesota and $137.83 nationally. The figure below illustrates how the department's budget is distributed across the personnel and supplies/services categories.

Figure 8: 2012 Budget Distribution - BFD

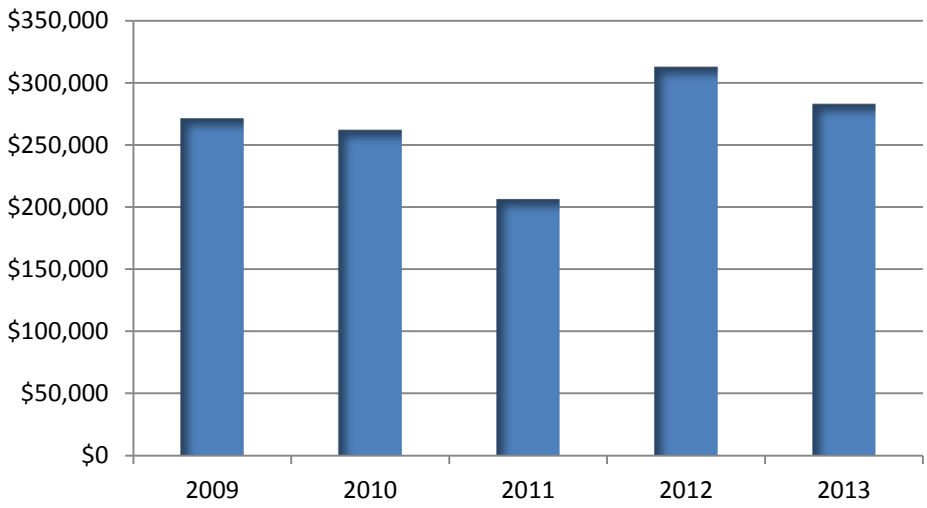


BFD's expenditures are nearly equal and no capital expenditures were recorded for the 2012 fiscal year, the mostly recently fully completed fiscal year.

Oak Grove

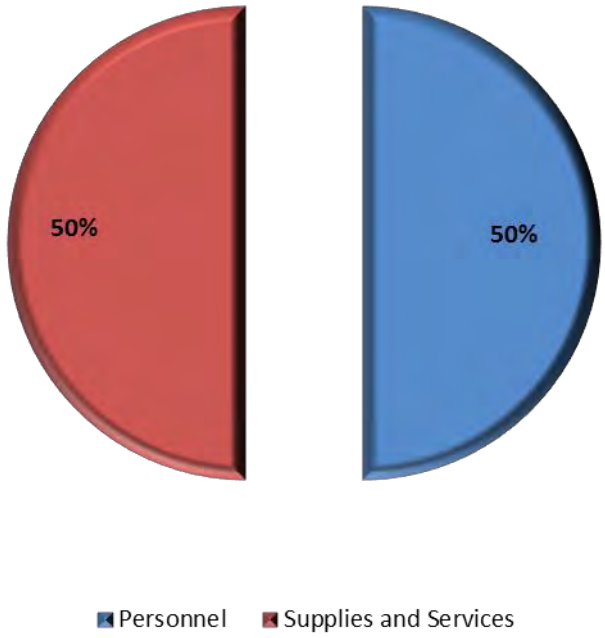
OGFD provided five years of budget history for evaluation by the ESCI project team, as illustrated below.

Figure 9: Historical Budget - OGFD



Based on the five-year history, the department has seen an increase of only 4.2 percent overall. The figure below illustrates how the department's budget is distributed across the personnel and supplies/services categories.

Figure 10: 2012 Budget Distribution - OGFD

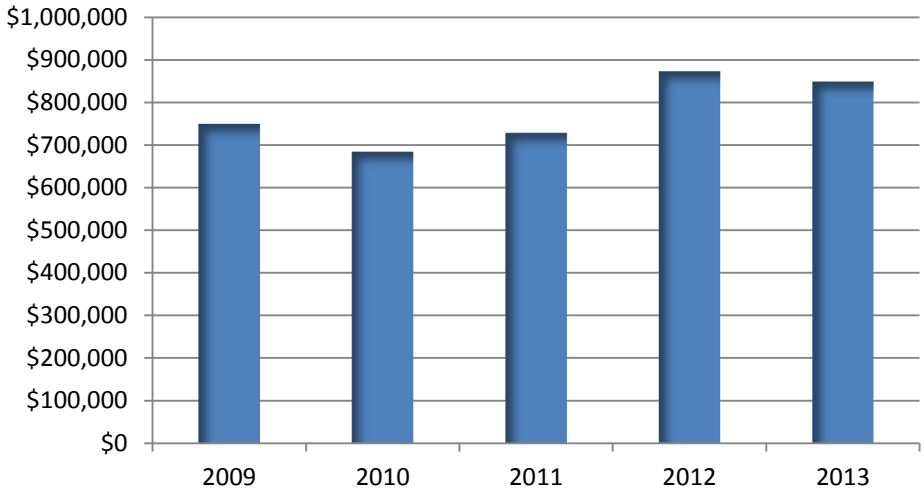


For 2012, the department's budget is equally divided across the two primary categories. No capital expenditures were recorded in the 2012 budget.

Ramsey

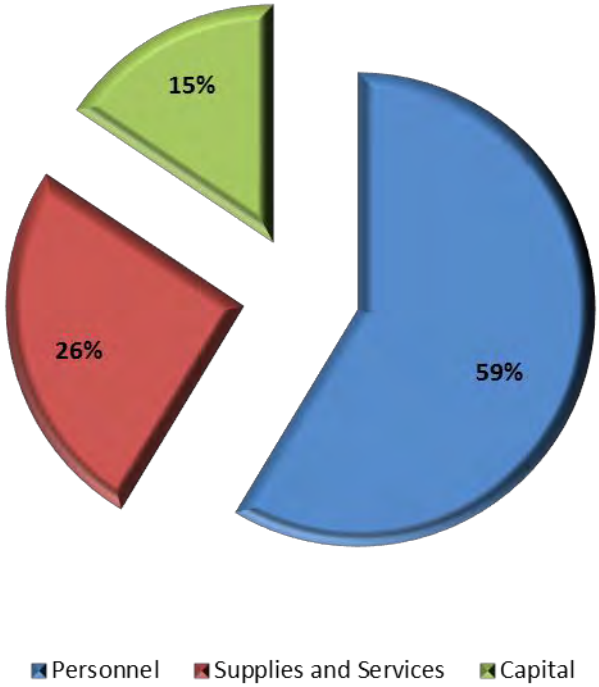
RFD provided five years of budget history for evaluation by the ESCI project team. That five-year budget history is illustrated below.

Figure 11: Historical Budget - RFD



RFD has seen an increase of 13.2 percent during the study period but also saw a decrease of 2.8 percent from 2012 to 2013. The figure below illustrates how the department's budget is distributed across the categories of personnel, services/supplies and capital expenditures.

Figure 12: 2012 Budget Distribution - RFD

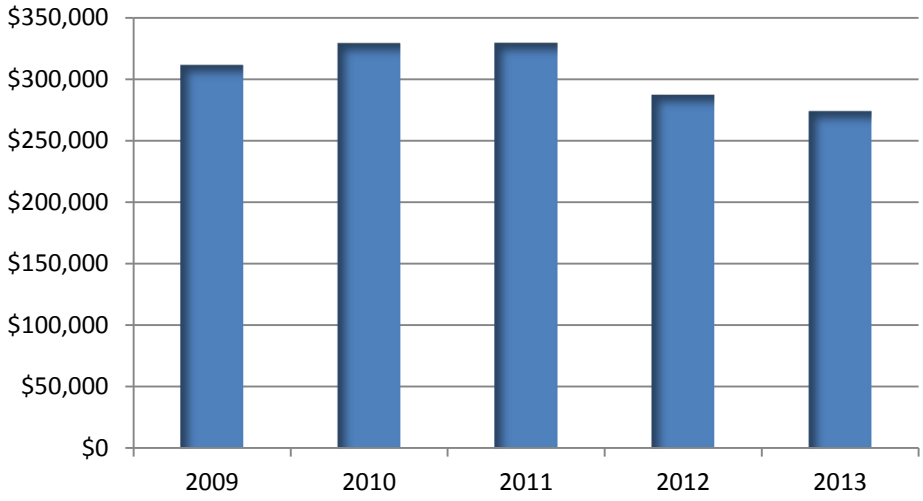


The department recorded a capital expenditure of $136,000 in the 2013 budget, which skews down the overall percentages of personnel and supplies/services. If this expense were removed, personnel expenditures would account for 69 percent of total department costs.

St. Francis

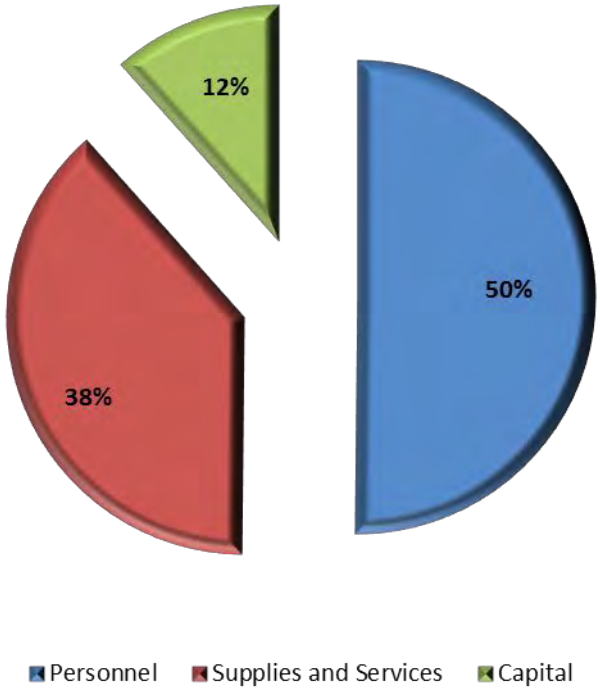
SFFD provided five years of budget history for evaluation by the ESCI project team.

Figure 13: Historical Budget - SFFD



SFFD has seen a decrease of 12.1 percent over the five-year budget history with decreases of 12.1 and 4.6 percent in 2012 and 2013, respectively. The figure below illustrates how the department's budget is disturbed across the personnel, supplies/services and capital categories.

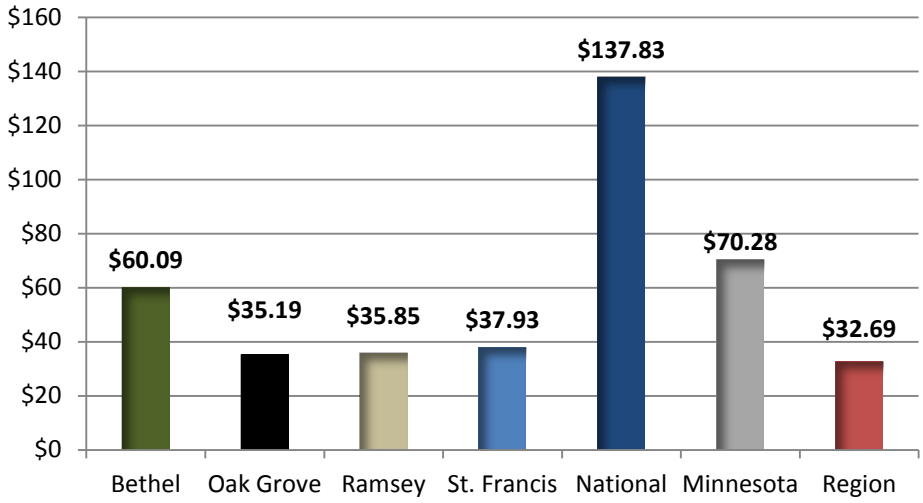
Figure 14: Budget Distribution 2012 - SFFD



The department recorded a capital expenditure of $33,122 in the 2013 budget that skews the overall percentages downward. If this expenditure were removed, personnel expenditures would account for 57 percent of total department costs.

Overall, the cost of fire protection throughout the study area for 2013 totals approximately $1,432,826 including all personnel, operational, and capital expenditures. This equates to a per capita cost of $32.69, significantly below the state and national averages as noted in the following figure.

Figure 15: Comparisons of Cost per Capita for Fire Protection and Emergency Services



Relief Associations

One issue that could be a major factor in the decision to enter into a shared services or other cooperative services agreement between the fire departments concerns each agency's Fire Relief Association. A 2011 report issued by the Minnesota Office of the State Auditor found that 717 relief associations were in existence in Minnesota during 2009.[1] Those 717 relief associations held nearly $403 million in net assets, which represents accrued benefits for 20,812 firefighters statewide. During 2009, relief associations received $15.4 million in fire state aid and received $7.8 million in municipal contributions. During that same year, $30.8 million in service pensions was paid out by 444 different relief associations.

BFD, OGFD and SFFD participate in lump sum plans; at the appropriate time, eligible members receive a one-time payment from the association based on set criteria. RFD participates in a defined-contribution plan. A defined-contribution plan is always fully funded based on the fact that assets are always equal to liabilities. All assets are divided among plan members, and the value of each member's account rises or falls based on revenues and expenditures to or from the plan. The differences in the plans within the study region are identified in the following figure.

[1] Financial and Investment Report of Volunteer Fire Relief Associations. March 2011.

Figure 16: Summary of Relief Association Benefits[2]

	Pension Type	Active Members	Active Service Requirement	Minimum Age	Yearly Benefit	Funding Ratio
BFD	Lump-Sum	12	10	50	$488	
OGFD	Lump-Sum	33	5	50	$2,300	104%
RFD	Defined-Contribution	51	10	50	Balanced	100%
SFFD	Lump-Sum	31	10	50	$2,100	121%

Although there are differences between the plan types currently in use within the study region, it is also useful to examine the municipal contributions and current net assets held by each relief association. The following figure summarizes these components.

Figure 17: Fire Relief Association Net Assets[3]

	Municipal Contribution (2010)	Current Net Assets
BFD	$865	$84,900
OGFD	$22,427	$976,274
RFD	$16,208	$1,733,624
SFFD	$0	$662,836
Total Assets	$39,500	$3,457,634

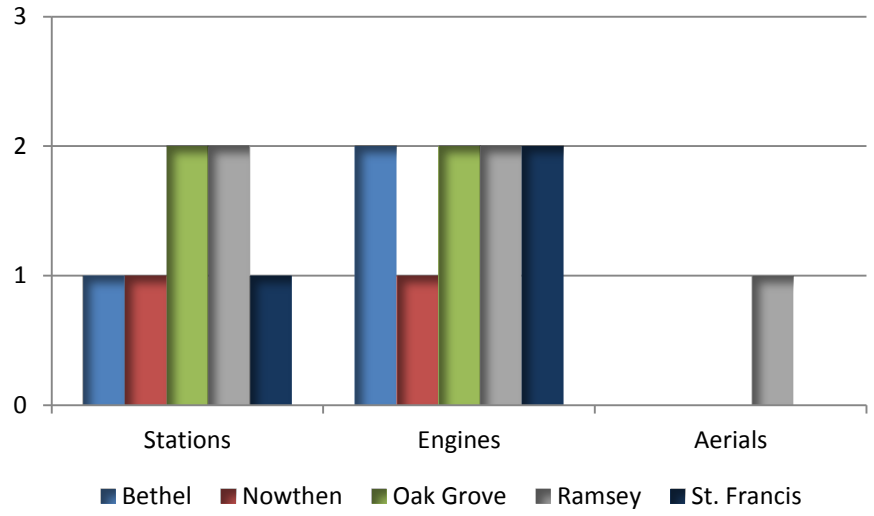
If these funds were combined, there would have to be some adjustment to the plan type as well as the service requirement. Otherwise, Chapter 424B of Minnesota Statues should be consulted in how to best merge the existing relief associations if an operational consolidation is implemented.

[2] *Financial and Investment Report Of Volunteer Fire Relief Associations*. State of Minnesota. Office of the State Auditor. http://www.osa.state.mn.us/Reports/pen/2010/vfra/vfra_10_report.pdf.
[3] Ibid.

Capital Assets and Capital Improvement Programs

Three basic resources are required to successfully carry out the mission of a fire department — trained personnel, firefighting equipment, and fire stations. No matter how competent or numerous the firefighters, if appropriate capital equipment is not available for the use by responders, it is impossible for a fire department to deliver services effectively. The capital assets that are most essential to the provision of emergency response are facilities and apparatus (response vehicles). The following figure exhibits the number of fire stations, engines, and aerial ladder trucks operated by the agencies participating in the study.

Figure 18: Capital Assets



Facilities

Fire stations play an integral role in the delivery of emergency services for a number of reasons. A station's location will dictate, to a large degree, response times to emergencies. A poorly located station can mean the difference between confining a fire to a single room and losing the structure. Fire stations also need to be designed to adequately house equipment and apparatus, as well as meet the needs of the organization, its workers, and/or its members. It is important to research need based on call volume, response time, types of emergencies, and projected growth prior to making a station placement commitment.

ESCI toured each of the stations operated by the fire departments involved in the feasibility study, resulting in the observations listed in the following tables.

Figure 19: Ramsey Station 1

The City of Ramsey's Station 1 was constructed in 2001 and consists of three large apparatus bays. Also in the facility is a large, well-appointed training/meeting room as well as a smaller conference room.

Residential quarters are not in place as the station does not house 24-hour shift personnel. There are two offices and adequate storage spaces.

A fire engine, water tender, rescue vehicle, and grass/brush unit are housed in the station.

Survey Components	Observations
Structure	
A. Construction type	Masonry on a concrete slab with a steel frame roof structure
B. Date	2001
C. Seismic protection/energy audits	When originally designed only
D. Auxiliary power	An automatic starting emergency generator is in place
E. Condition	Good
F. Special considerations (ADA, mixed gender appropriate, storage, etc.)	As was required at the time of construction
Accommodations	
A. Exercise/workout	In the apparatus bays
B. Kitchen/dormitory	A kitchen is adjacent to the apparatus bays. No residential facilities are present.
C. Lockers/showers	Mixed gender facilities are in place
D. Training/meetings	A large classroom seats 96 students and is well appointed with audio/visual equipment
E. Washer/dryer	Present in the apparatus bays
Protection Systems	
A. Sprinkler system	None
B. Smoke detection	None
C. Security	Doors are secured with combination locks
D. Apparatus exhaust system	Yes

Figure 20: Ramsey Station 2

Ramsey's Station 2 occupies a portion of a building that was previously the Ramsey City Hall. It consists of two, double depth, drive-through apparatus bays, accommodating an engine, an aerial ladder truck, one water tender, and a rescue vehicle along with a grass truck. The facility has multiple unused meeting and storage spaces and is planned for replacement in 2014.

Survey Components	Observations
Structure	
A. Construction type	Masonry on a concrete slab with a steel frame roof structure
B. Date	1974
C. Seismic protection/energy audits	No current audits/upgrades
D. Auxiliary power	Only a manual starting portable emergency generator is used
E. Condition	Fair, aging
F. Special considerations (ADA, mixed gender appropriate, storage, etc.)	Not compliant with current codes requirements
Accommodations	
A. Exercise/workout	On the main floor in an old office space
B. Kitchen/dormitory	None
C. Lockers/showers	None
D. Training/meetings	A small common area is available in a day room
E. Washer/dryer	None
Protection Systems	
A. Sprinkler system	None
B. Smoke detection	None
C. Security	Doors are secured with combination locks
D. Apparatus exhaust system	Yes

Figure 21: Nowthen Fire Station (Ramsey Station 3)

The Nowthen Fire Station is a steel frame structure consisting of four, back-in, apparatus bays and a small office area. The facility houses a single fire engine, a water tanker, and a grass fire response vehicle.

Sharing the property with other city facilities, the fire station is served by a water system that also provides water to two other small facilities.

The station is well maintained and fully serviceable for its current use, with an unused apparatus bay and room on the property for future expansion, if needed, to meet long-term service demand increases.

The station has no residential or administrative facilities.

Survey Components	Observations
Structure	
A. Construction type	Steel frame, metal clad structure on concrete slab
B. Date	Unknown
C. Seismic protection/energy audits	None
D. Auxiliary power	Automatic starting generator is on site
E. Condition	Excellent, well maintained
F. Special considerations (ADA, mixed gender appropriate, storage, etc.)	N/A
Accommodations	
A. Exercise/workout	None
B. Kitchen/dormitory	None
C. Lockers/showers	None
D. Training/meetings	None
E. Washer/dryer	In apparatus bays
Protection Systems	
A. Sprinkler system	None
B. Smoke detection	None
C. Security	Doors are secured with combination door locks
D. Apparatus exhaust system	None

Figure 22: Oak Grove Station 1

Station 1 in Oak Grove is a part of the Oak Grove City Hall, sharing administrative and meeting facilities with the city.

Originally constructed in the 1980's, the station is older but functional for its current use. It consists of five single-depth, back-in apparatus bays housing a fire engine, water tanker, rescue and grass fire response vehicle, along with two utility vehicles.

The station has no residential facilities.

Survey Components	Observations
Structure	
A. Construction type	Masonry block on concrete slab
B. Date	1980's
C. Seismic protection/energy audits	None
D. Auxiliary power	Generator is on site
E. Condition	Fair, but aging
F. Special considerations (ADA, mixed gender appropriate, storage, etc.)	Not compliant with current code requirements
Accommodations	
A. Exercise/workout	None
B. Kitchen/dormitory	Small kitchen area in a meeting room
C. Lockers/showers	None
D. Training/meetings	The city council chamber room is used for training. A small meeting area is also present.
E. Washer/dryer	None
Protection Systems	
A. Sprinkler system	None
B. Smoke detection	None
C. Security	Doors are secured with combination door locks
D. Apparatus exhaust system	None

Figure 23: Oak Grove Station 2

Oak Grove's Station 2 is a newer, attractive facility that consists of two, double depth apparatus bays of a drive-through configuration. A fire engine, water tanker, and grass fire response vehicle are found inside, along with a multipurpose off road utility vehicle.

The station is clearly well maintained and fully serviceable for its current use, with space for future expansion if needed.

The station has no residential facilities.

Survey Components	Observations
Structure	
A. Construction type	Masonry and wood frame on concrete slab
B. Date	2006
C. Seismic protection/energy audits	When designed, current
D. Auxiliary power	No generator is on site
E. Condition	Excellent, well maintained
F. Special considerations (ADA, mixed gender appropriate, storage, etc.)	Compliant
Accommodations	
A. Exercise/workout	None
B. Kitchen/dormitory	Small kitchen area in a common room
C. Lockers/showers	Small, dual gender, locker rooms are present
D. Training/meetings	Classroom seats approximately 18. One training and one administrative office.
E. Washer/dryer	In apparatus bays
Protection Systems	
A. Sprinkler system	None
B. Smoke detection	Present and monitored off-site
C. Security	Doors are secured with combination door locks
D. Apparatus exhaust system	Present

Figure 24: Bethel Fire Station

The Bethel Fire Station is an older, steel-frame and metal clad building that includes two, double-depth apparatus bays. A portion of the building is shared with the city maintenance shops.

Two fire engines, a water tender, one brush/grass unit, and a utility vehicle have the station filled to capacity with no room for future needs and very limited storage space. The station is aging.

There are no residential or administrative facilities located in the station.

The station is scheduled to be renovated in July with the addition of a 12 x 60 ft., double depth apparatus bay, roof replacement and siding replacement.

Survey Components	Observations
Structure	
A. Construction type	Metal clad, steel frame on concrete slab
B. Date	1970's
C. Seismic protection/energy audits	None
D. Auxiliary power	No generator is on site
E. Condition	Aging
F. Special considerations (ADA, mixed gender appropriate, storage, etc.)	Not compliant with current code requirements
Accommodations	
A. Exercise/workout	None
B. Kitchen/dormitory	None
C. Lockers/showers	None
D. Training/meetings	None. Nearby City Hall facilities are used
E. Washer/dryer	In apparatus bays
Protection Systems	
A. Sprinkler system	None
B. Smoke detection	None
C. Security	Doors are secured with combination door locks
D. Apparatus exhaust system	None

Figure 25: St. Francis Fire Station

The St. Francis Fire Station is an older building, but is adequate for its current use. The station has two, double depth apparatus bays of a drive-through configuration and two, single-depth, back-in bays. Two fire engines, two water tenders, a rescue and a grass fire response vehicle are housed in the facility.

The station is well cared for, though aging, with some space for future expansion, if needed.

The station has no residential or administrative facilities.

Survey Components	Observations
Structure	
A. Construction type	Masonry and wood frame on concrete slab
B. Date	1960's, updated and added to in 1990
C. Seismic protection/energy audits	None
D. Auxiliary power	Automatic starting generator is on site
E. Condition	Fair
F. Special considerations (ADA, mixed gender appropriate, storage, etc.)	Not compliant with current codes
Accommodations	
A. Exercise/workout	Some exercise equipment is located in the station
B. Kitchen/dormitory	None
C. Lockers/showers	Small, dual gender, restrooms only
D. Training/meetings	Small meeting room seats 18.
E. Washer/dryer	In apparatus bays
Protection Systems	
A. Sprinkler system	None
B. Smoke detection	None
C. Security	Doors are secured with electronic card activated locks
D. Apparatus exhaust system	None

The fire stations found in the study are vary broadly from some that are reasonably new and in good condition to others that are aging and will soon be due for replacement. Generally, all of the stations observed are nearing or have already reached their maximum capacity in terms of room for future expansion as workload and service demand increases, with the exception of Oak Grove's Station 2 and the Nowthen station.

The Bethel station is of particular concern in that it is not only aging but is also filled to capacity with apparatus and has no room for future growth. Also of potential concern are the St. Francis station and Oak Grove Station 1, both of which are older and will represent increasing future maintenance costs.

In consideration of opportunities for future shared service delivery initiatives, fire stations and their long-term viability need to be kept in mind. When agencies combine, one with comparatively new and adequate fixed facilities may inadvertently inherit a financial liability that comes with another fire department that has aging facilities. Due to their considerable expense, the potential financial liability that may be realized in regard to some facilities must not be discounted.

Apparatus

Other than the emergency responders, response vehicles are the next most important resource of the emergency response system. If emergency personnel cannot arrive quickly due to unreliable transportation, or if the equipment does not function properly, then the delivery of emergency service is likely compromised.

Fire apparatus are unique and specialized pieces of equipment, customized to operate efficiently for a narrowly defined mission. For this reason, they are very expensive and offer little flexibility in use and reassignment. As a result, communities always seek to achieve the longest life span possible for these vehicles.

A summary of the participating agency's emergency response vehicle fleet is provided in the following tables.

Ramsey

The City of Ramsey operates a fleet of two fire engines, two water tankers, an aerial ladder truck, a grass truck, and two rescue vehicles. All appear to be well maintained and fully serviceable.

Figure 26: Ramsey FD Major Apparatus

Apparatus Name	Year	Make	Model	Type	GPM	Tank Size	Condition
Station 1							
Engine 11	1999	Spartan	LA41L	Engine	1,250	1,000	Good
Tanker 11	1994	Ford	L 9000	Water Tender	0	3000	Fair
Rescue 11	2004	Ford F 550	4x4 Crew Cab	Rescue	N/A	N/A	Good
Grass 11	2003	Ford F 350	4x4	Grass	150	250	Good
Boat	2012	Zodiac	6 passenger	Boat	N/A	N/A	Good
Station 2							
Engine 21	2008	Spartan	LA41l-2142	Engine	1,250	1,000	Excellent
Aerial 21	2003	Spartan	Gladiator	110 Ft Ladder	1,250	300	Excellent
Tanker 21	1989	Ford	L9000	Water Tender	500	2,000	Fair
Rescue 21	2003	Ford	F450 XL	Rescue	N/A	N/A	Good

Ramsey's major apparatus range in age from 5 to 24 years with an average age of 12.65 years. The primary units are newer and in good condition. Tanker 21 is 24 years of age and will be due for replacement in the next five years.

Nowthen

The Nowthen Fire Department has three fire response vehicles including one engine, a water tender, and a brush unit, as detailed below.

Figure 27: Nowthen FD Major Apparatus

Apparatus Name	Year	Make	Model	Type	GPM	Tank Size	Condition
Engine 31	1989	Ford	L9000	Engine	1,250	1,000	Fair
Tanker 31	1986	GMC	7000	Water Tender	0	1,800	Poor
Grass 31	2007	Ford	F350 4X4	Brush	150	250	Excellent

With an average age of 19 years, the Nowthen equipment is aging, with the exception of the six-year-old brush vehicle. Tanker 31 is 27 years of age, in poor condition, and due for replacement.

Oak Grove

Listed below is the Oak Grove Fire Department's major apparatus. There are two engines, two water tenders, a rescue and two grass/brush units in the fleet.

Figure 28: Oak Grove FD Major Apparatus

Apparatus Name	Year	Make	Model	Type	GPM	Tank Size	Condition
Station 1							
Engine 11	2001	Pierce	-	Engine	2,000	1,000	Excellent
Tanker 11	1995	Ford	Engle	Water Tender	--	2,900	Good
Rescue 11	1994	Ford	Engle	Rescue	N/A	N/A	Good
Grass 11	2006	Ford	4x4	Grass	300	175	Good
Station 2							
Engine 21	2001	Pierce	-	Engine	2,000	1,000	Excellent
Tanker 21	1992	Ford	Engle	Water Tender	--	1,900	Good
Grass 21	2001	Ford	-	Grass	300	175	Good

Oak Grove major apparatus averages 14.4 years of age and is generally in good to excellent condition. Tanker 21 is 21 years old and is scheduled for replacement in the current budget year. The replacement vehicle will be a combination engine/water tender. The other vehicles are newer and fully serviceable.

Bethel

The Bethel Fire Department operates from a single station with a total of five fire apparatus.

Figure 29: Bethel FD Major Apparatus

Apparatus Name	Year	Make	Model	Type	GPM	Tank Size	Condition
Engine 1	2008	Freightliner	-	Pumper/ Tanker	1,250	1,500	Excellent
Engine 2	1979	Ford	8000 Custom Cab	Pumper/ Tanker	1,000	1,000	Good
Tender 1	1992	Freightliner		Water Tender	500	2,000	Excellent
Grass 1	1983	Ford	F350	Grass Truck	N/A	250	Good
Utility 1	1998	Chevrolet	1-ton	Utility Truck	N/A	150	Good

Bethel's equipment ranges in age from five to 34 years, with an average age of 21 years. While the vehicles are well cared for, a number will be due for replacement in the near future or have already exceeded their service lives.

St. Francis

Six vehicles constitute the St. Francis fleet of response apparatus. The department operates two engines, two water tenders and two grass trucks along with one rescue vehicle.

Figure 30: St. Francis FD Major Apparatus

Apparatus Name	Year	Make	Model	Type	GPM	Tank Size	Cond.
Engine 1	1993	Spartan	Toyne	Engine	1,250	1,000	Good
Engine 2	2000	Spartan	Toyne	Engine	2,000	1,000	Good
Tanker 1	1990	Chevrolet	Topkick	Water Tender	Trash pump	2,000	Good
Tanker 2	1998	Chevrolet	Topkick	Water Tender	500	2,000	Good
Rescue 1	2004	Ford	F250	Rescue	N/A	N/A	Good
Grass 1	2008	Ford	F350	Grass	High Pressure	300	Good
Grass 2	2006	Polaris	Ranger	UTV	40	98	Good

St. Francis fire equipment is in generally good condition and properly maintained. The department's Engine 1 and Tanker 1 are 20 and 23 years of age, respectively and are approaching the end of their service lives. The balance of the apparatus ranges from 5 to 15 years of age.

Future Apparatus Serviceability

A key consideration in evaluating the feasibility of combining agencies into one or more consolidated entities is the costs that can be expected to be incurred for future replacement of major equipment. Apparatus service lives can be readily predicted based on factors including vehicle type, call volume, age, and maintenance considerations. In the following table, ESCI calculated the average age of fire engines and aerial ladder trucks in the subject agencies, to offer a point of reference when considering future vehicle replacement costs that may be incurred.

Figure 31: Capital Replacement Planning Summary

Agency	Number of Engines	Average Age of Engines	Number of Aerials	Average Age of Aerials
Ramsey	2	9.5	1	10
Nowthen	1	24.0	0	N/A
Bethel	2	19.5	0	N/A
St. Francis	2	16.5	0	N/A

Calculation of acceptable service lives for fire apparatus varies widely between fire departments due to differing uses, road conditions, maintenance practices and a number of additional variables. In larger, busy, fire departments, a front-line service life of 10 to 15 years is commonly combined with a five year reserve status. In smaller agencies, 15 to 25 years is more commonly found, a portion of which may be in reserve.

Fire engines in Nowthen, Bethel, and St. Francis are within approximately ten years of being due for replacement, depending on the chosen service life estimation for each. It is also noted that Oak Grove will be replacing a water tender with a combination pumper/tender this year.

Considering fire apparatus replacement from a regional perspective offers opportunities that warrant consideration. Specifically, most of the agencies maintain two fire engines and, in some cases, the second vehicle is in reserve for use when the primary engine is out of service for maintenance. Sharing of reserve apparatus can result in reduced numbers of engines overall and resultant financial savings in replacement, maintenance, and insurance costs.

Capital Improvement Planning

When considering joining multiple agencies into a single entity, it is important to evaluate the future costs that can be anticipated for the replacement of major capital assets. The most expensive capital items that make up a fire department are facilities (fire stations) and major apparatus, including fire engines and aerial ladder trucks.

ESCI reviewed capital replacement planning methods in the participating agencies. A variety of approaches are employed, ranging from well planned and appropriately funded replacement schedules to simply meeting capital needs on and as-needed basis. The findings are summarized in the following table.

Figure 32: Capital Replacement Planning Summary

Agency	Apparatus Replacement Plan	Facility Replacement Plan	Funding Method
Ramsey	Comprehensive replacement schedule in place through 2027	Current replacement plan in place for Station 2. Planned within City CIP	Capital Improvement funds are dedicated for station replacement along with proceeds from the sale of the former city hall. For apparatus, a combination of reserved funds in CIP, general fund resources and bonded debt is used
Nowthen	20-year schedule in place	No structured facility replacement plan; however, plans are in place to expand their station	Some funding is placed in reserve for apparatus. General Fund budget and bonded debt is used as needed
Oak Grove	20-year schedule in place and funded	No structured replacement plan is in place	Funding is regularly contributed to a capital replacement fund which fully funds vehicle replacement, as well as major equipment, SCBA and similar equipment. Funds are not reserved for facility replacement
Bethel	No structured plan. Chief is currently developing a replacement schedule	No structured replacement plan is in place	Funding mechanism is not defined. Some funding is available via a city Capital Fund
St. Francis	20 year replacement schedule is in place	No structured replacement plan is in place	Apparatus replacement schedule is funded via a dedicated reserve fund with an annual contribution. Supplemental funds will be needed to accommodate major purchases

Apparatus replacement schedules are maintained in Ramsey, Nowthen, Oak Grove, and St. Francis. Bethel purchases new fire apparatus when necessary and when funding is available. Formalized and funded planning for future fire station replacement is not in place in any of the participating agencies, with the exception of the currently planned replacement of Ramsey Station 2.

Looking forward, should a change in governance of some or all of the fire department be undertaken as a shared service delivery initiative, apparatus replacement planning will be critical. The agencies participating are advised to establish a structured replacement schedule with calculated future costs and identified funding strategies, viewed in the light of any shared service initiatives that may be undertaken moving forward.

Staffing and Personnel Management

Personnel resources serve as the backbone of any emergency service provider and the study departments are no exception. Regardless of the deployment of stations or the availability of vehicles and apparatus, people are the resources that place these other items into action, fulfilling the mission of the organization.

Typically, today's emergency service agencies are configured as a combination of career (paid full-time), part-time, paid-on-call, and volunteer personnel. Decisions regarding which staffing methodologies an agency utilizes are dependent upon several factors, including availability of paid-on-call or volunteer personnel, service demand, population density, socioeconomics and demographics of the community, and financial resources. This section of the report evaluates the study agencies' personnel resources including administrative staffing, operational staffing and performance, and member recruitment and retention efforts.

Administrative and Support Staff

Administrative and support staffing are those positions that, in many cases, are considered as non-operational and responsible for the management and logistical support of the department's overall operations. In a career fire department, this is common. In part-time and volunteer fire departments, however, many of the administrative and support staff often serve roles within the operational ranks of the department. The intent of this section of the document is to identify the positions that have been tasked with administrative and support duties over and above operational responsibilities and provides a summary of the total administrative and support complement available within the study region.

Only RFD uses career personnel to satisfy the administrative and support functions of the department. Each of the other departments accomplishes these functions with part-time or paid-on-call personnel.

To meet the multiple administrative demands that face a fire department, it is important to note that a substantial amount of support is provided by each department's respective city organizations. City assistance comes in the form of human resources, payroll, and finance department backing, along with a variety of other administrative functions that benefit a city-operated fire department and are not provided in a non-city agency. Costs of these services are not charged to the fire department budget and are not accounted for as separated or in-kind assistance.

Operational Staffing Levels

Each study agency's administrative personnel are primarily emergency responders. In career departments, it is relatively easy to distinguish between administrative and support personnel and those tasked with emergency operations. In combination, paid-on-call, and volunteer agencies, the distinction is often unclear as administrative personnel are frequently also used to respond to operational incidents. The intent of this section is to distinguish dedicated operational personnel from those with additional duties of administration and support.

The figures below summarizes the members of each study agency.

Figure 33: Career Personnel

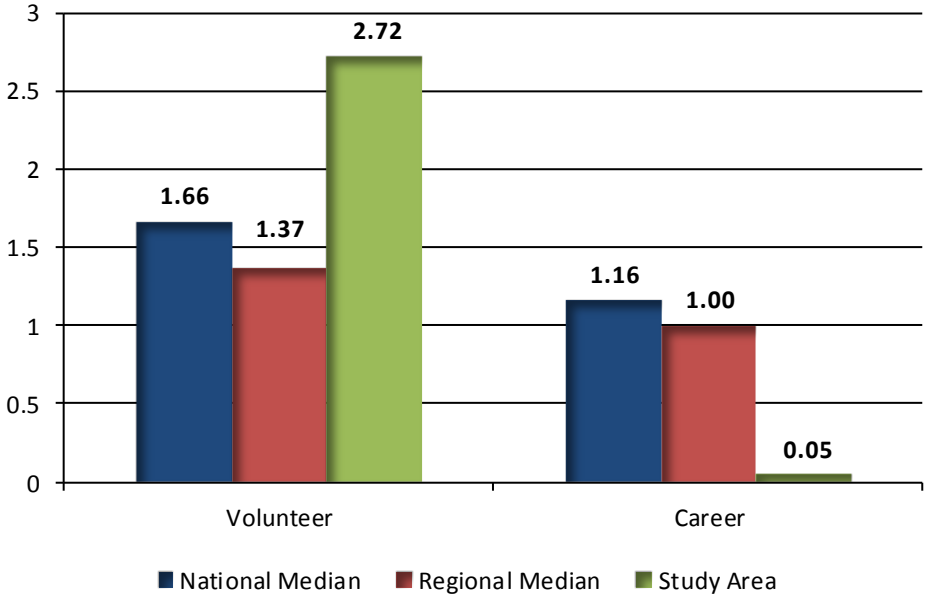
	Bethel	Nowthen	Oak Grove	Ramsey	St. Francis	Total
Fire Chief	0	0	0	1.0	0	1.0
Fire Marshal	0	0	0	1.0	0	1.0
Admin. Asst.	0	0	0	0.5	0	0.5
Total	0	0	0	2.5	0	2.5

Figure 34: Paid-on-Call Personnel

	Bethel	Nowthen	Oak Grove	Ramsey	St. Francis	Total
Fire Chief	1	0	1	0	0	2
Asst. Chief	1	0	1	2	1	5
Captain	1	0	2	3	1	7
Lieutenant	2	0	5	3	4	14
Training Officer	0	0	0	1	1	2
Inspector	0	0	0	0	1	1
Firefighter	7	0	22	43	15	87
Admin. Asst.	0	0	1	0	0	1
Total	12	0	32	52	23	119

The study area has a total of 121.5 personnel dedicated to the delivery of emergency services to the region, 98 percent of which are paid-on-call/volunteer. The following figure provides a comparison of personnel per 1,000 population against other areas nationally as well as regionally serving similar populations.

Figure 35: Comparison of Personnel per 1,000 Population



The chart above only applies to combination departments and it should be understood that NFPA (National Fire Protection Association) benchmark data does not include data specific to combination departments. Thus, the chart is a combination of the available data from the closest matching population groups. As indicated, the number of volunteers or paid-on-call personnel within the system is slightly higher than similarly sized communities across the U.S. In contrast, the number of career personnel is well below both the regional and national benchmarks.

Staffing Performance for Incidents

While raw numbers of personnel indicate a fire department's potential staffing for incidents, it is common for a limited number of those on the roster to respond to a majority of the incidents. ESCI evaluated the overall staffing performance of each agency by analyzing the departments' National Fire Incident Reporting System (NFIRS) data that tracks the number of personnel on each incident. The following figure illustrates the average staffing performance over the last two years.

Figure 36: Historical Average Staffing Performance

	Average Structure Fire Staffing
Bethel	N/A
Oak Grove	17.4
Ramsey	21.5
St. Francis	8.5

BFD did not record staffing information in the data supplied to ESCI but the other study agencies are able to generate sufficient personnel (excluding mutual aid personnel) to effectively mitigate most incidents.

Application and Recruitment Processes

The fire service in today's socioeconomic conditions is much different than that of 20 to 30 years ago. Historically, the volunteer fire service has been a community-based organization; today's systems are a mix of local residents, concerned citizens, and those seeking community involvement or additional income. One of the most challenging elements of today's volunteer fire service is recruiting personnel that have the desire and availability to provide the necessary time required to be a modern firefighter and emergency responder.

While the study fire departments have all developed individual plans for recruitment and retention, there are several factors that should be included in any program. Although recruitment is becoming more and more difficult, minimum physical standards should be adopted in order to reduce future liability on the organization. This can be accomplished by implementing a number of nationally recognized programs. In addition, while formal aptitude testing is not common in the volunteer or paid-on-call fire service, minimum knowledge criteria are usually included in most firefighter certification programs. This allows departments to determine whether or not personnel are capable of understanding simple written orders and standard operating guidelines that could impact personnel safety.

NFPA 1582 outlines fire department occupational health and wellness programs and contains the basic elements that should be included in a pre-employment medical examination. Many departments across North America have adopted this standard and have sought out medical professionals capable of meeting the criteria. This is an important initial step, much like minimum physical standards, that will allow departments to control future liabilities by potentially identifying medical abnormalities prior to active service for new personnel. This is also important for existing members, particularly as they age. Numerous reports have been published about how annual medical examinations have uncovered potentially deadly medical conditions prior to the event.

The final evaluation of recruitment programs involves the detail of the application process. Again, departments have evolved individually and have implemented several different components of evaluated potential candidates. The more common elements include:

- Criminal background checks
- Driver's history
- Education and certification/credential verification
- Psychological testing
- Formal probationary periods
- Personal reference checks

This is an elementary list and should not be considered all-inclusive. Departments, particularly those within municipal organizations, have specific human resources policies that must be followed prior to hire. The following figure summarizes the recruitment and retention efforts currently used by the study agencies.

Figure 37: Summary of Application and Recruitment Elements

	Bethel FD	Oak Grove FD	Ramsey FD	St. Francis FD
Minimum Physical Standards Established	Yes	No physical standards	Yes	Yes
Aptitude of Knowledge Testing	Yes	Yes	Yes	Yes
Pre-Appointment Medical Exam Required	Yes	Yes	Yes	Yes
Pre-Appointment Medical Exam Paid	Paid by agency	Paid by agency	Paid by agency	Paid by Agency
Nature of Pre-Appointment Medical Exam	Conducted by department or contracted physician	Conducted by department or contracted physician	Conducted by department or contracted physician	Conducted by department or contracted physician
Hiring Authority	City Council	City Council	City Council	City Council
Applicant Process Includes	Complete application packet with job description and requirements, Criminal history check, Written test, Physical agility test, Psychological test, Medical examination, Probationary period	Application sheet, Criminal history check, Written test, Psychological test, Medical examination, Probationary period	Complete application packet with job description and requirements, Criminal history check, Written test, Physical agility test, Psychological test, Medical examination, Probationary period	Complete application packet with job description and requirements, Criminal history check, Written test, Physical agility test, Psychological test, Medical examination, Probationary period

While some differences exist between the application and recruitment practices of each study agency, they are generally similar. OGFD should adopt a set of minimum physical standards that is consistent

across the entire region. SFFD should work with the other study agencies to develop a program whereby the department pays for the initial medical examination prior to hire. All of these components can be part of a comprehensive occupational medicine program that should be adopted region-wide.

Testing, Measurement, and Promotion Processes

Once achieving active employment, individuals should be evaluated periodically to ensure their continued ability to perform their duties safely and efficiently. Technical and manipulative skills should be evaluated on a regular basis. This provides documentation about a person's ability to perform his/her responsibilities and provides valuable input into the training and education development process.

Promotions of individuals within the department should follow a structured and consistent process that ensures that the most qualified candidates are offered promotional opportunities.

Figure 38: Summary of Testing, Measurement, and Promotion Elements

	Bethel FD	Oak Grove FD	Ramsey FD	St. Francis FD
Periodic Capability Testing to Measure Minimum Standards Compliance	Yes- formal periodic testing	No formal periodic testing- observation only	Yes- formal periodic testing	Yes- formal periodic testing
Periodic Performance Evaluations	No	No	No	No
Formal Promotional Testing	No	No	State Certified Fire Officer Classes required	State Certified Fire Officer Classes required

BFD, RFD, and SFFD all report that they have established periodic capability testing to ensure that personnel can continue to meet minimum standards. OGFD should work with the other departments to adopt a consistent program to continue this process of testing and measurement. None of the departments provides periodic performance evaluations to staff and all promotions are completed by appointment or vote. The study departments should work together to develop and common set of promotional guidelines and abandon any type of voting or arbitrary appointment to positions of supervision or authority.

Member Retention Efforts and Programs

For volunteer and combination fire departments across the United States, recruitment and retention of volunteer members has been one area that has suffered far more than actual service delivery. Several

research articles have been published over the past decade in an attempt to assist volunteer and combination departments in addressing the issue of declining numbers of volunteer or POC personnel. One such study, conducted by the National Volunteer Fire Council, offered an extensive list of statistics and suggestions focusing on the following issues:

- What makes members want to volunteer?
- What keeps volunteers serving?
- What makes your members leave your organization?

The study evaluated these questions and offered a vast array of information but little in the way of solid suggestions on how to address these issues. In the upper Midwestern United States, including Minnesota, volunteer rates are somewhat higher than the national averages. The 2010 rate of volunteerism in the upper Midwest was estimated at 30.7 percent overall compared to 26.3 nationally. Subsequently, civic volunteerism, of which public safety is a part, only accounted for 5.9 percent of the total volunteerism rate in 2010.

Statistics specific to the state of Minnesota indicate that only 22.7 percent of males volunteer, compared to 30.1 percent of females, and the age range with the highest volunteerism was the 45 to 54 years of age bracket at 41.7 percent for the 2008 to 2010 period. Not dissimilar to the upper Midwest regional statistics, only 7.1 percent of volunteerism is attributed to civic organizations, including fire departments; however, those opportunities labeled 'intensive' within Minnesota, such as fire departments, saw a lower rate of volunteerism than nationally, 29.6 percent to 33.8 percent, respectively. [4]

With a shift in demographics throughout the United States, the groups that emergency services agencies have relied upon for decades are no longer available or no longer have the desire to volunteer. As shown from the statistics noted above, public safety organizations, including fire departments, must be willing to thoroughly evaluate the demographics of their communities and then to take an in-depth look at the organization to identify what they have to offer as well as incentives that could be implemented and/or improved. Based on the report issued by the National Volunteer Fire Council, in general, individuals are willing to volunteer when:

- The experience is rewarding and worth their time
- The training requirements are not excessive

[4] Ibid.

- The time demands are not excessive
- They feel valued
- Conflict is minimized

There are caveats, however, attached to these generalizations. As is well-known, time is a precious commodity in today's society, as much of the population works more hours at one, two, or three jobs in order to offset the rising cost of living and inability of most salaries to keep up with the current rates of inflation. With this in mind, fire departments must be able to make any time commitment by their members worthwhile and ensure that time is not wasted on repetitive or needless exercises that serve little purpose other than to occupy time meant for practical training. This is increasingly important as training requirements continue to rise as does call volume. The following figure summarizes the benefits provided to members in an effort to increase retention and retain the volunteer/paid-on-call nature of the study departments.

Figure 39: Summary of Member Retention Efforts and Programs Elements

	Bethel FD	Oak Grove FD	Ramsey FD	St. Francis FD
Retirement Plan	Relief Association	Relief Association	State plan used, Relief Association for all members	Relief Association
Medical Insurance (not duty related)	No medical insurance	No medical insurance	Employer paid (career)	No medical insurance
Dental Insurance (not duty related)	No medical insurance	No medical insurance	Employee paid (career)	No medical insurance
Vision Insurance (not duty related)	No medical insurance	No medical insurance	Employee paid (career)	No medical insurance
Critical Incident Stress Debriefing (CISD) Program	County or regional team	County or regional team	County or regional team	County or regional team
Volunteer/POC Compensation	$10 per call	$9.10 -$21.98/hr Fire Chief - $2,000/mo Assistant Chief - $500/mo Captain - $166.67/mo Lieutenant - $83.34/mo Training Officer - $83.34/mo Secretary - $83.34/mo	$12.88/hr Assistant Chief - $4,500/yr Captain - $3,180/yr Lieutenant - $2,520/yr Training Officer - $2,972/yr	$12.00/hr Fire Chief - $3,800/yr Assistant Chief - $1,500/yr Inspector - $1,000/yr Captain - $600/yr Lieutenant - $450/yr Training Officer - $625/yr Maintenance - $325/yr Secretary - $300/yr

The major differences in the retention efforts summarized above rests within the volunteer/POC compensation rates. For any future cooperative efforts involving operations to be successful, a common set of compensation methods and rates will be necessary.

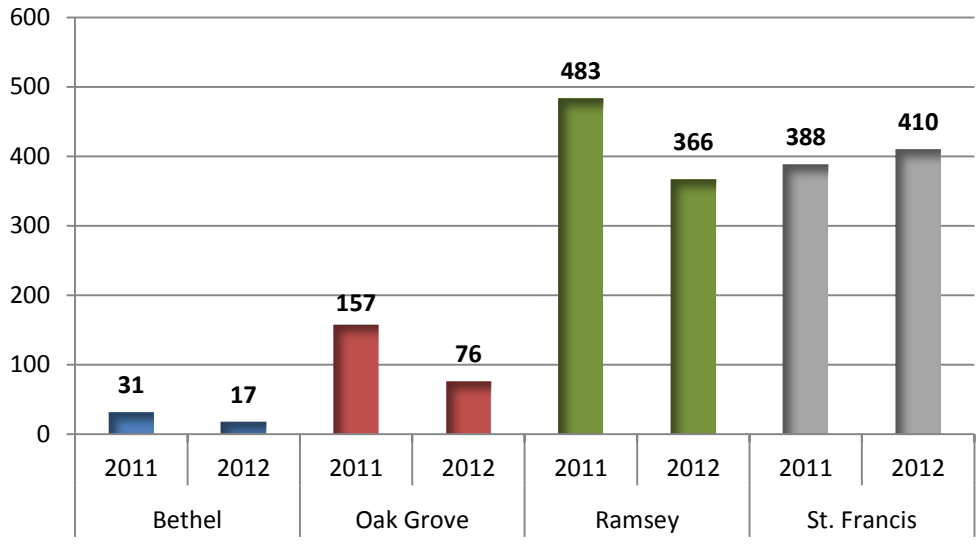
Service Delivery and Performance

Service delivery and performance are among the most visible components of a fire department's operations to the public. Thus, it is vitally important that a department routinely evaluate its delivery of core services and monitor performance to dictate changes where necessary. The three primary components of service delivery and performance for this study are demand, distribution, and response performance.

Demand

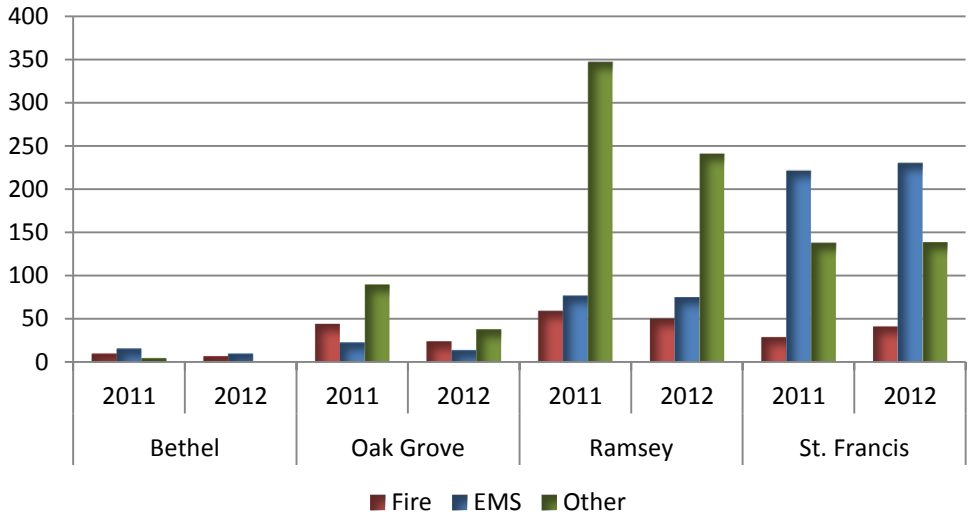
Service demand can be defined as any workload experienced by the department that impacts its ability to provide other services. This is commonly referred to as incident load or workload. Service demand can be analyzed in a variety of ways to uncover trends in usage rates or other issues that impact service delivery and efficiency. Under normal circumstances, ESCI would review both computer aided dispatch (CAD) data and National Fire Incident Reporting System (NFIRS) for each department; extracting specific data for various analyses. Unfortunately, Anoka County Communications was unable to provide CAD data for this purpose. Each department did, however, provide ESCI with two years on NFIRS data from which the analysis below was conducted. The analysis begins with a view of overall workload for the period that ranges from January 1, 2011, to December 31, 2012.

Figure 40: Total Service Demand by Department (2011-2012)



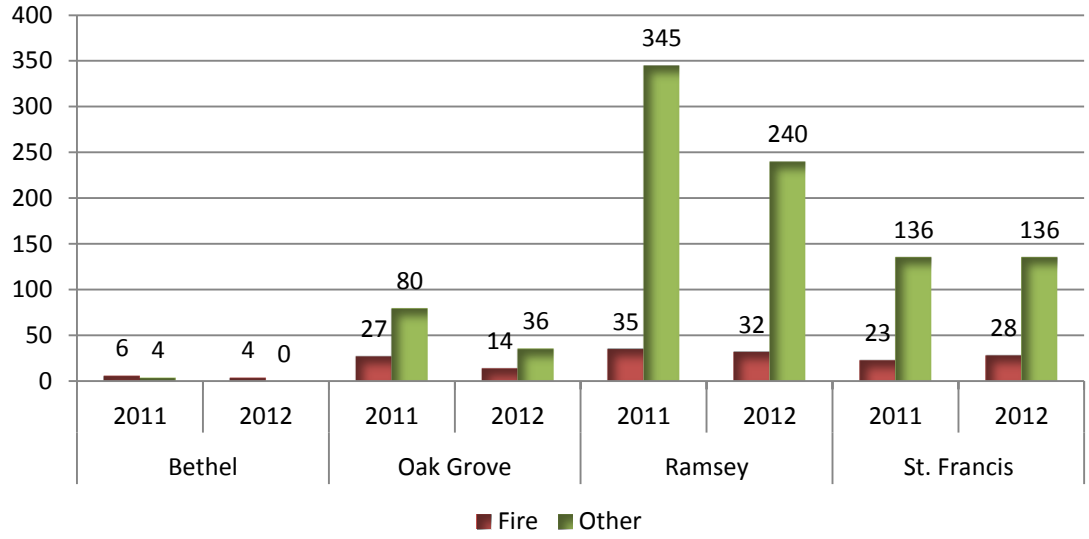
While seeing total service demand tells the story about how busy a department may be in general, evaluating that service demand by type of incident is also useful in evaluating resource utilization. Service demand by incident type is presented in the figure below by calendar year.

Figure 41: Service Demand by Incident Type (2011-2012)



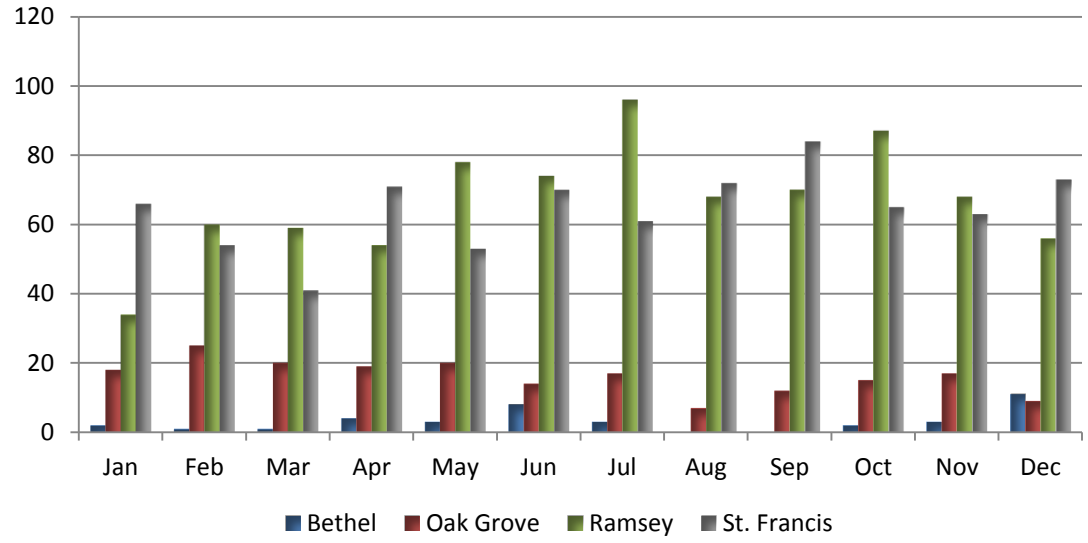
As expected, those departments that are more involved in EMS responses have a higher rate of medical incidents than other call types. While actual fire incidents comprise only a small part of each department's overall workload, incidents classified as 'other' (alarms, service calls, public assist, etc.) make up a large percentage of overall service demand. Given the fact that not all study departments provide primary emergency medical first response, ESCI also reviewed annual service demand based on only fire and other non-medical responses to present a more 'apples to apples' comparison of workload. The figure below removes medical responses from the dataset.

Figure 42: Service Demand by Incident Type (2011-2012) without Medical Responses



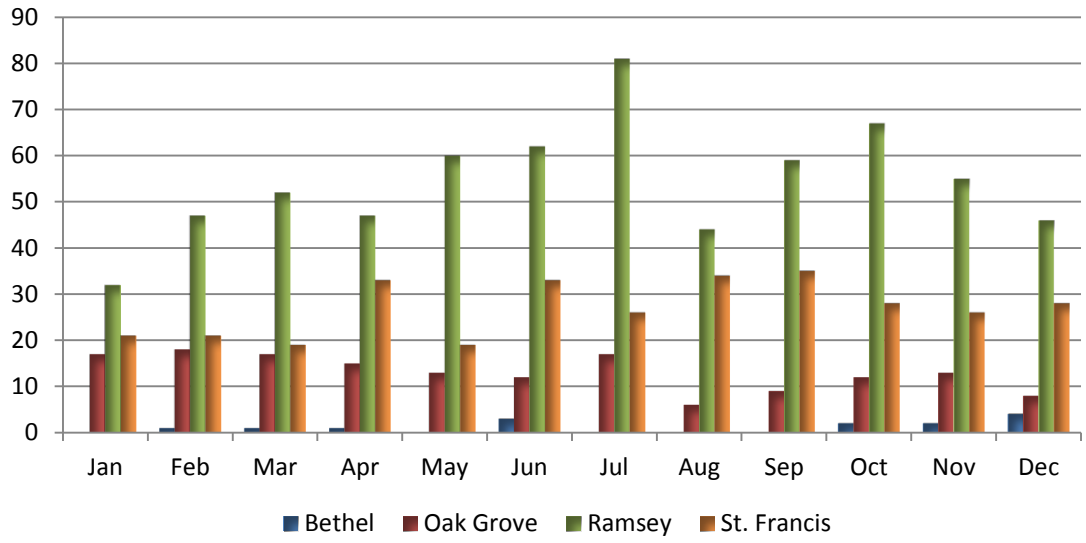
Service demand can also be evaluated temporally to determine if resources are sufficient during peak demand periods. This analysis begins with a review of service demand by month for the entire two-year data period.

Figure 43: Service Demand by Month (2011-2012)



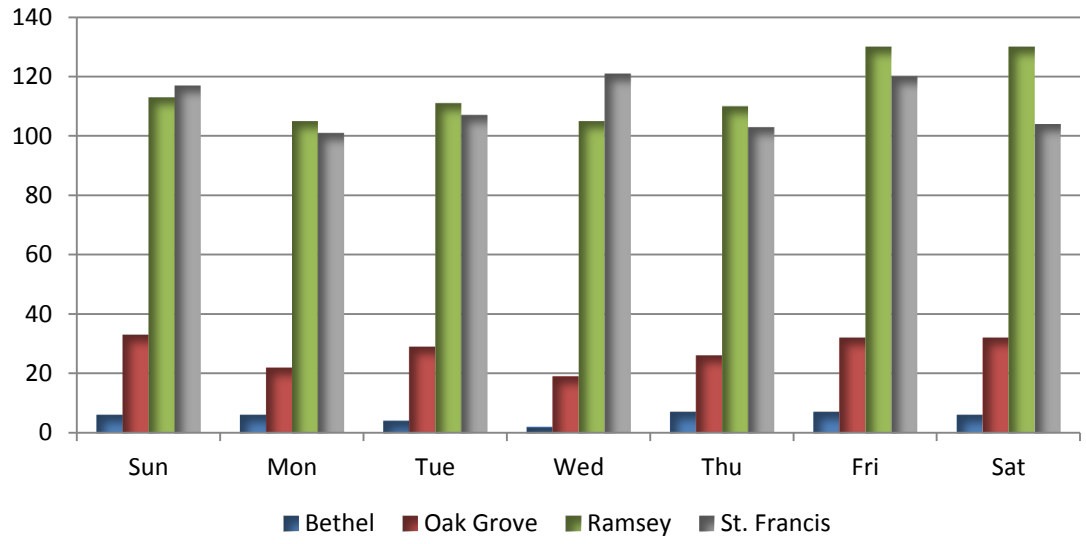
Service demand across the departments is highly variable based on this analysis and little in the way of a trend can be identified. As with annual service demand, ESCI removed medical responses to reveal the following monthly trend.

Figure 44: Service Demand by Month (2011-2012) without Medical Responses



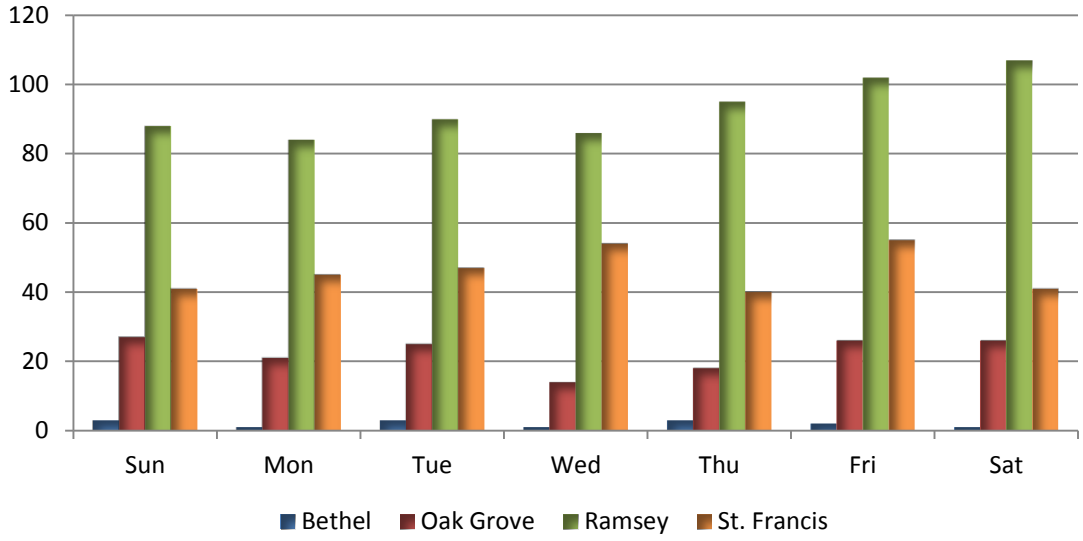
The next analysis is service demand by day of week.

Figure 45: Service Demand by Day of Week (2011-2012)



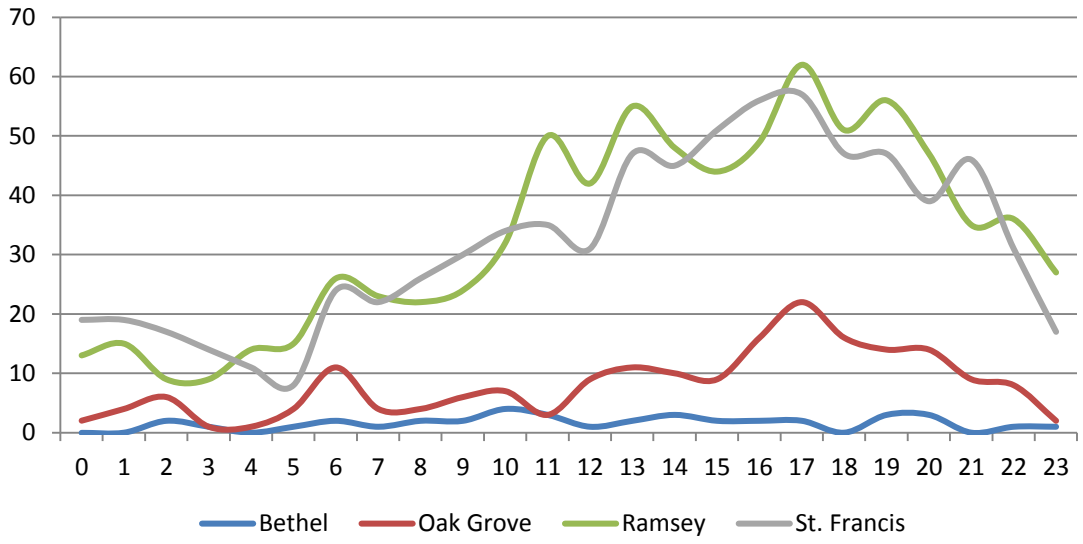
From this analysis, weekends (including Fridays) appear to be the busiest days of the week for each department but, given the call volume, the significance is minimal. As before, ESCI removed medical response to illustrate fire and other non-medical response by all departments.

Figure 46: Service Demand by Day of Week (2011-2012) without Medical Responses



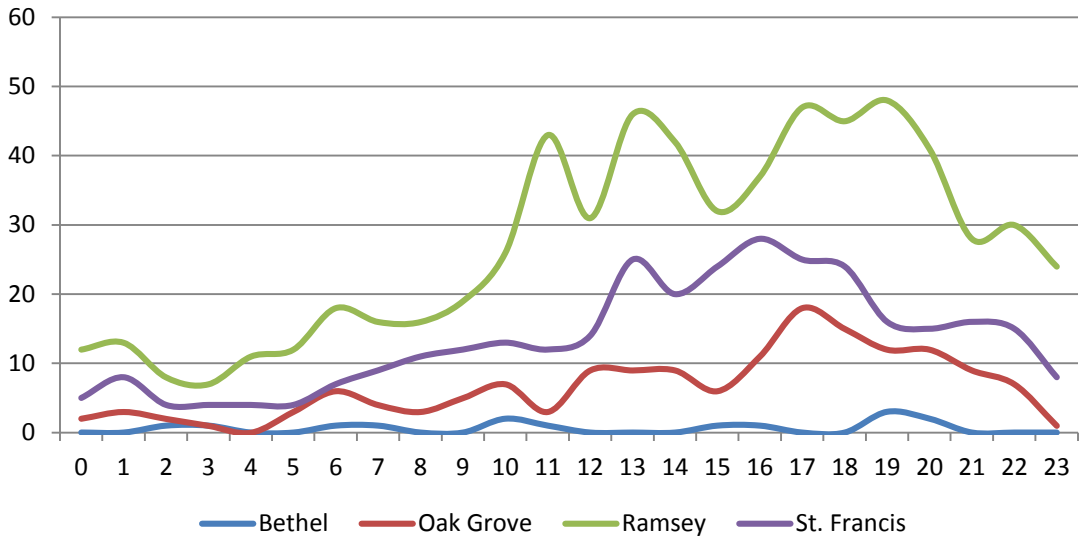
The final temporal analysis reviews service demand by hour of day.

Figure 47: Service Demand by Hour of Day (2011-2012)



While BFD's overall workload is low, little in the way of hourly variation is noted. However, service demand for OGFD, RFD, and SFFD begins to increase between 0700 and 0800, peaking during the mid-afternoon and then declining into the evening. This is a typical bell curve pattern to emergency services that are primarily driven by human activity. The following figure removes medical responses as was completed for previous temporal analysis.

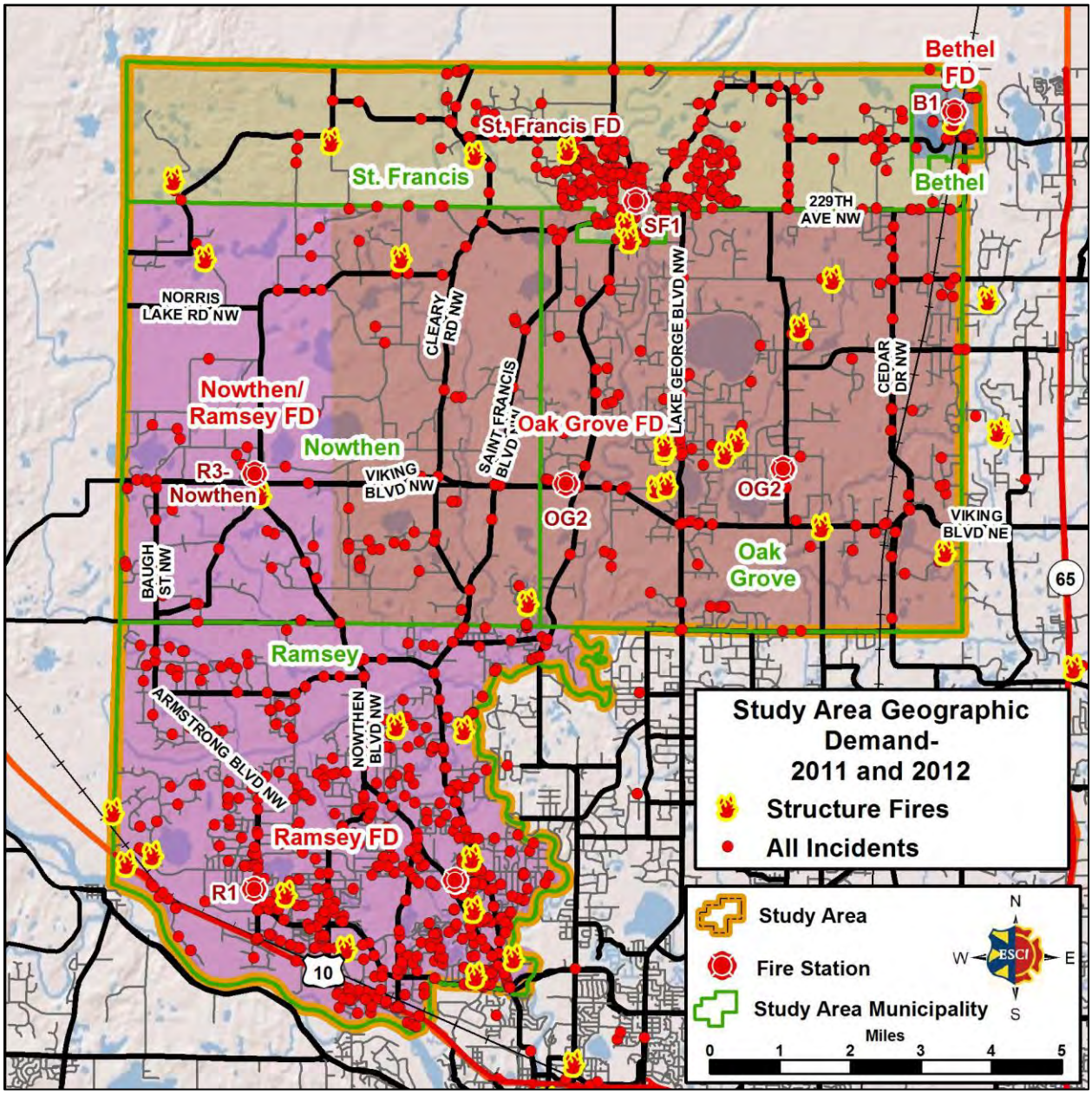
Figure 48: Service Demand by Hour of Day (2011-2012) without Medical Responses



Each department should ensure that sufficient staff is available during these higher service demand periods.

The final analysis of service demand is geographical in nature. Ensure that resources are sufficiently distributed to cover service demand is critical for emergency services delivery but identifying where the service demand is occurring must be accomplished first. The following map illustrates how the service demand is distributed across the study area.

Figure 49: Geographic Service Demand



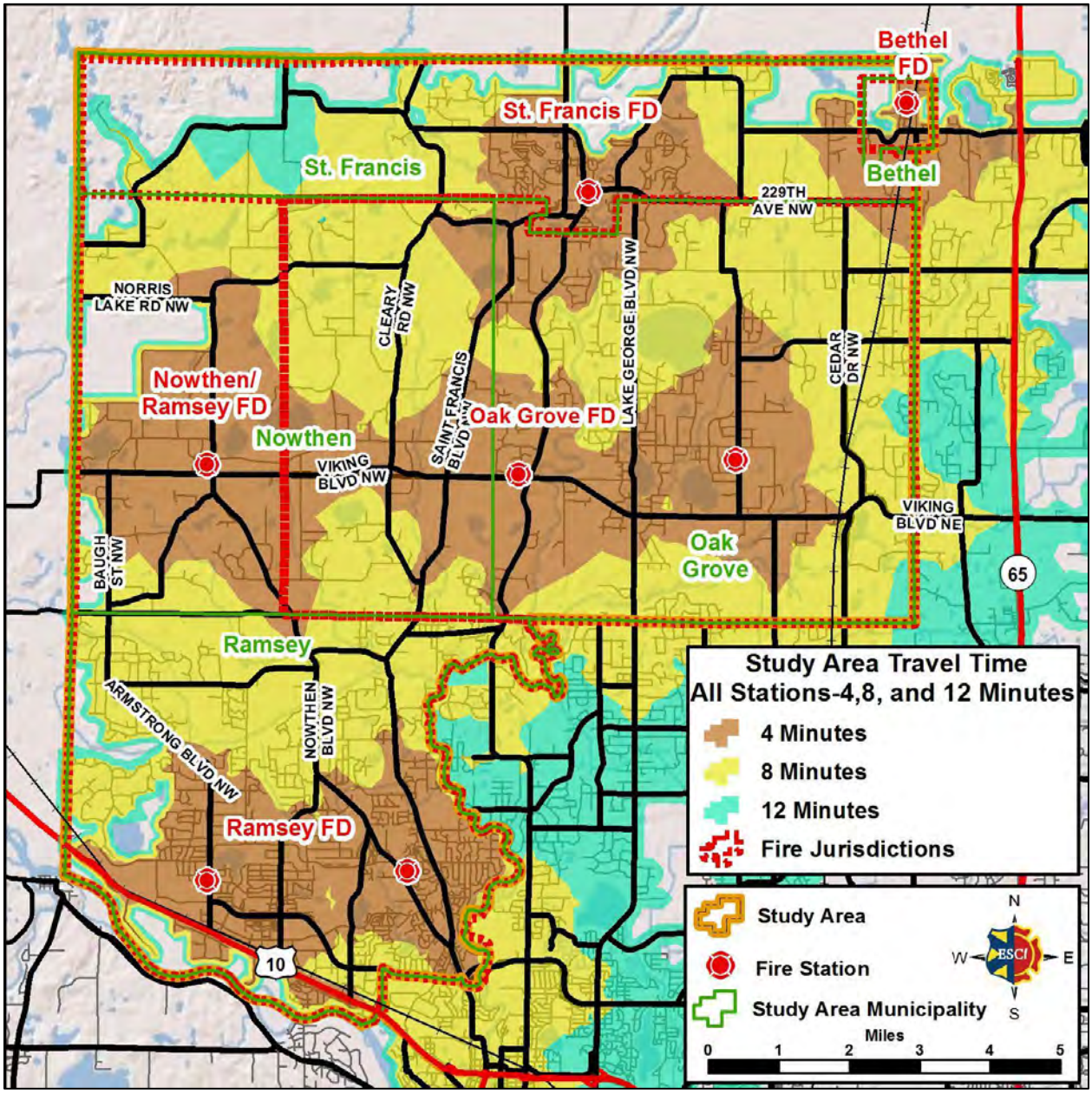
Distribution

Distribution analysis is an evaluation of how well physical resources (facilities) are deployed across a specific geographic area. For medical incidents there is little in the way of guidance on how well resources should be distributed because these incidents are primarily driven by human activity. For fire protection, however, there are several industry standards that specify how fire stations should be distributed. NFPA recommends that fire departments serving urban areas with career personnel be able to respond to 90 percent of emergency incidents within five minutes of total response time or four

minutes of travel while volunteer and combination departments be able to respond to emergency incidents on a sliding scale ranging from 9 minutes to 14 minutes total response time dependent upon population density.

The following map illustrates the four, eight and 12-minute travel models from existing stations and does not take into account station staffing or the time necessary for personnel to travel from home or work to respond apparatus from each station. This is the standard methodology for distribution analysis.

Figure 50: Four, Eight and 12-Minute Travel Capabilities



Based on the travel model, the following figure illustrates potential coverage from existing station locations.

Figure 51: Service Demand Coverage by Travel Time

	4 Minutes	8 Minutes	12 Minutes
Bethel	100 %	100 %	100 %
Oak Grove	50.2 %	85.8 %	97.3 %
Ramsey/Nowthen	70.5 %	98.2 %	100 %
St. Francis	84.9 %	95.6 %	99.5 %

The Insurance Services Office (ISO) reviews the fire protection resources within communities and provides a Public Protection Classification™ (PPC) rating system from which insurance rates are often based. The rating system evaluates three primary areas: the emergency communication and dispatch system, the fire department, and the community's pressurized hydrant or tanker-based water supply. The overall rating is then expressed as a number between 1 and 10, with 1 being the highest level of protection and 10 being unprotected or nearly so. It is also important to note that, according to the Insurance Services Office website information on the PPC™ minimum criteria, "the ISO generally assigns Class 10 to properties beyond five road miles" from a fire station.[5]

A community's PPC™ can affect decisions insurers make regarding the availability and price of property insurance. Many insurance companies make at least some use of the classification to price their policies, determine what types of coverage to offer, or to determine deductibles for individual homes and businesses. Regardless of the community's classification, individual insurance companies establish their premiums, not the Insurance Services Office. The particular system that any given company uses when calculating premiums for property insurance may be affected by that company's fire-loss experience, underwriting guidelines, and marketing strategy. This makes it extremely difficult to generalize how any improvement or decline in the PPC™ rating will affect specific insurance policies or premiums.

The following figure shows how insurance premiums might vary for two typical structures under a couple of insurance companies' current rating schedules. While these figures are reasonable examples of the impact the PPC™ can make on insurance premiums, the value of the premium credits for the

[5] Information obtained from the Insurance Services Office website, www.isomitigation.com.

different PPC™ ratings will vary among insurance companies. This example chart was obtained from a report published by the League of Minnesota Cities entitled "The ISO Fire Protection Rating System".

Figure 52: Representative Insurance Premiums by Fire Protection Class

PPC Classification	$150,000 Residence	$1,000,000 Commercial Space
1	$670	$2,950
2	$670	$2,980
3	$670	$3,020
4	$670	$3,040
5	$670	$3,060
6	$670	$3,120
7	$670	$3,230
8	$777	$3,330
9	$972	$3,440
10	$1,072	$3,710

According to the report, there are some points to note regarding the chart:

- "In this schedule, no additional credit is given on residential property for a fire class better than 7. The reason has largely to do with the role that water supply plays in the ratings. Having a better water supply helps in fighting fires in larger commercial structures, and therefore is reflected in a better rating. But for most residential fires a lesser water supply is actually needed, and having more than that available really doesn't help the fire department fight that particular residential fire any better. There's some variation among insurance companies (e.g., some might allow additional credit for class 6, others might lump classes 7 and 8 together for rating purposes, etc.) but this general pattern is fairly typical for residential premium structures.
- Not all insurance companies use the ISO classifications. This is especially true for residential coverage. Some companies have their own rating systems based on their own historical loss data for the area rather than on an evaluation of the fire protection in the area. Other insurance companies use their own systems for rating the fire protection for a particular property; a company might classify properties based on the individual property's distance from a fire station and water supply, for example".[6]

While distribution credits in the PPC™ may not be the most important factor in the decision to add facilities, it is acknowledged that this issue does affect the community's rating classification and should be considered. The next few paragraphs of the report examine the travel coverage based upon the PPC credentialing criteria by the Insurance Services Office.

To receive maximum credit in this section, all "built-upon" portions of a community would need to be within 1.5 road miles of an engine company and 2.5 road miles of a ladder or service company. In order

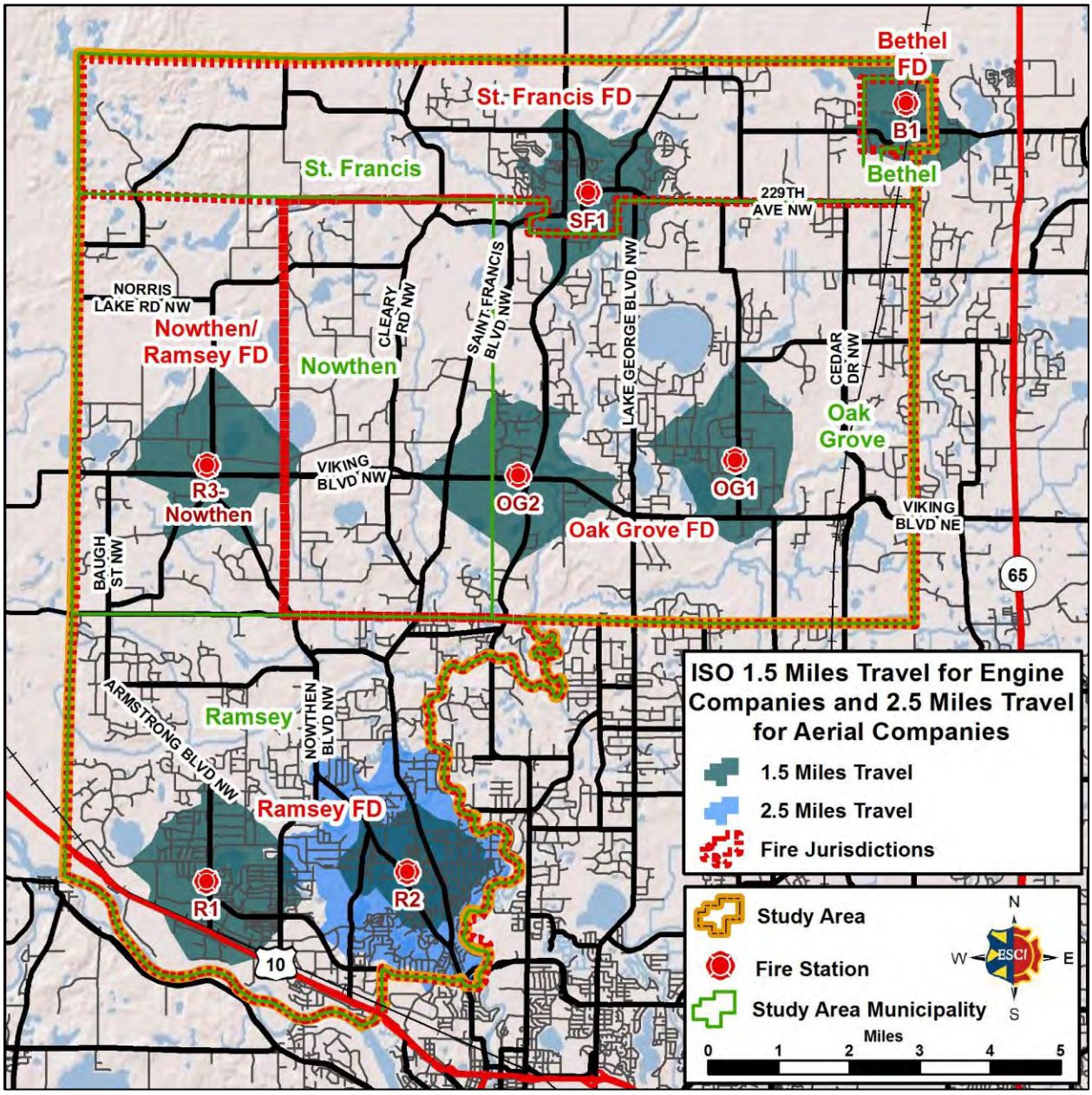
[6] League of Minnesota Cities. *The ISO Fire Protection Rating System*. www.lmnc.org.

to determine the distribution of engine companies across "built upon" areas, ISO reviews the response area of each existing engine and identifies the number of fire hydrants within those response areas. ISO analyzes whether there are additional geographic areas of the district outside of the existing engine company response where at least 50 percent of the number of hydrants served by the largest existing response area could be served by a new engine. For ISO purposes, the response area is measured at 1.5 miles of travel distance from each engine company on existing roadways.

In similar fashion, to achieve optimum credit for the number of truck companies, ISO reviews the response area of each existing ladder company and identifies the number of fire hydrants within those response areas. ISO analyzes whether there are additional geographic areas of the district outside of the existing ladder response areas where at least 50 percent of the number of hydrants served by the largest existing response area could be served by a new truck, were one to be added. For ISO purposes, the response area is measured at 2.5 miles of travel distance from each ladder company on existing roadways. A ladder company is not required to have an elevating ladder or aerial device unless there are a sufficient number of buildings that would meet the three-story height and square footage limits. Other areas can receive similar credit for a service company without the requirement of an elevated device and can even receive partial credit for a service company if other apparatus, such as an engine, carries a complement of service company equipment.

The following figure illustrates the extent of the 1.5-mile engine company coverage and the 2.5-mile ladder/service company coverage within the study area.

Figure 53: 1.5-Mile Engine and 2.5-Mile Aerial ISO Travel Distance Coverage



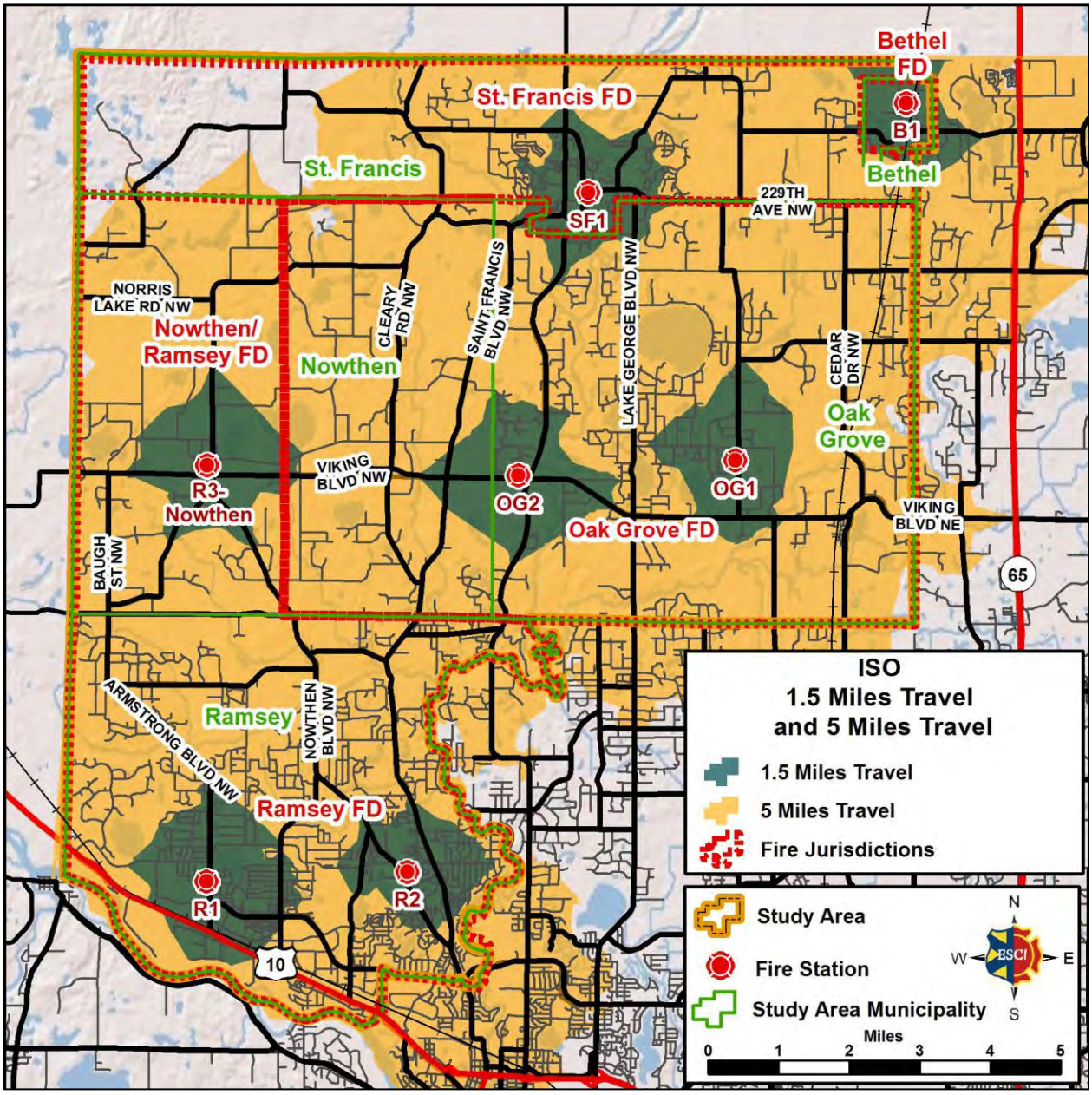
Based on current deployment, the figure below illustrates the amount of land coverage.

Figure 54: 1.5 Mile Engine and 2.5 Mile Aerial ISO Travel Distance Statistics

	1.5 Miles	2.5 Miles
Bethel	100.0 %	N/A
Oak Grove	14.3 %	N/A
Ramsey/Nowthen	29.2 %	25.7 %
Saint Francis	30.2 %	N/A

The only aerial ladder is located at Ramsey Station 2, leaving the majority of the study area outside the 2.5-mile ISO distance. However, without significant large square footage structures or structures over three stories in height, it is unlikely that this area would require an aerial ladder for improved ISO credit. The figure below provides similar representation of the five-mile overall coverage.

Figure 55: Five-Mile ISO Distance Coverage



A majority of the study area (98.1 percent), with the exception of the extreme northwest corner, is within five miles of an existing fire station.

Performance

When discussing emergency services organizations, the primary issue of question is response performance. Response performance analysis evaluates how quickly an organization responds to an incident and is more commonly known as response time. The response time continuum, the time between when the caller dials 9-1-1 and when assistance arrives, is comprised of several different components:

- Processing Time – The amount of time between when a dispatcher answers the 9-1-1 call and resources are dispatched.
- Turnout Time – The amount of time between when units are notified of the incident and when they are en route.
- Travel Time – The amount of time the responding unit actually spends on the road to the incident.
- Response Time – A combination of turnout time and travel time and generally accepted as the most measurable element.

Other performance measurements are also valuable but not utilized in this analysis of staffing and deployment, such as:

- Patient Contact Time – The actual time personnel arrived at the patient and began treatment.
- Scene Time – The total amount of time resources have spent on the emergency scene prior to transport or clearing the incident.
- Transport Time – The total amount of travel time spent transporting the patient to a definitive care facility.
- Hospital Time – The total amount of time the transporting unit spent at the receiving facility before returning to service.
- Total Commit Time – The total amount of time between dispatch and clearing the incident.

Since none of the agencies involved in this project provide transport EMS, the components evaluated in this section will be limited to those found in the first list: processing, turnout, and total response. Before entering this discussion, however, the project team felt it necessary to provide a brief discussion about how the statistical information is presented, particularly in regard to average versus percentile measures.

The ‘average’ measure is a commonly used descriptive statistic also called the mean of a data set. It is a measure which is a way to describe the central tendency, or the center of a data set. The average is the sum of all the points of data in a set divided by the total number of data points. In this measurement, each data point is counted and the value of each data point has an impact on the overall performance.

Averages should be viewed with a certain amount of caution because the average measure can be skewed if an unusual data point, known as an outlier, is present within the data set. Depending on the sample size of the data set, this skewing can be either very large or very small.

As an example, assume that a particular station with a response time objective of six minutes or less had five calls on a particular day. If four of the calls had a response time of eight minutes while the other call was across the street and only a few seconds away, the average would indicate the station was achieving its performance goal. However, four of the five calls, or 80 percent, were beyond the stated response time performance objective.

The reason for computing the average is because of its common use and ease of understanding. The most important reason for not using averages for performance standards is that it does not accurately reflect the performance for the entire data set.

With the average measure, it is recognized that some data points are below the average and some are above the average. The same is true for a median measure which simply arranges the data set in order and finds the value in which 50 percent of the data points are below the median and the other half are above the median value. This is also called the 50th percentile.

When dealing with percentiles, the actual value of the individual data does not have the same impact as it did in the average. The reason for this is that the percentile is nothing more than the ranking of the data set. The 90th percentile means that 10 percent of the data is greater than the value stated and all other data is at or below this level.

Higher percentile measurements are normally used for performance objectives and performance measurement because they show that the large majority of the data set has achieved a particular level of performance. This can then be compared to the desired performance objective to determine the degree of success in achieving the goal.

For this analysis, ESCI was most interested in the ability to respond the appropriate resources to the highest percentage of incidents. For this reason, ESCI analyzed NFIRS data from each department for 2011 and 2012 and generated average and 90th percentile response performance for emergency incidents only.

Normally, this analysis would begin with an evaluation of call processing time within the communications/dispatch center. However, since computer aided dispatch (CAD) data was not available for this project, departmental NFIRS data was used and does not contain the appropriate timestamps to provide this analysis.

The second component of the response time continuum is that of turnout, or the time between when resources are dispatched and when they are en route to the incident. Turnout times can vary based on staffing patterns and will typically be longer for volunteer or paid-on-call departments. *NFPA 1710*, the standard that applies to career organizations, recommends a turnout time performance of 60 seconds for medical incidents and 1:20 (1 minute 20 seconds) for fire incidents, when measured at the 90th percentile. *NFPA 1720*, the standard that applies to volunteer and combination departments, does not outline a specific turnout time performance recommendation. In order to measure turnout time, incident data must be provided with both 'dispatch' time and 'en route' time. Unfortunately, NFIRS does not require that 'en route' be recording in the incident report. As mentioned previously, CAD data (the typical source for this performance measure) was not available from Anoka County so an analysis of turnout time performance could not be performed.

Regardless of what the call processing or turnout times are for a particular organization or a region, the most important aspect of response is actually getting the appropriate resources on the scene of the emergency.

NFPA 1710 recommends a first unit arrival response performance of five minutes when measured at the 90th percentile regardless of population density. NFPA 1720 allows a tiered response performance objective based on varying levels of population density as illustrated in the figure below.

Figure 56: NFPA 1720 Response Performance Recommendations[7]

Classification	Population Density per Square Mile	Response Performance Target	Percentile
Urban	>1000	9:00	90th
Suburban	500 to 999	10:00	80th
Rural	<500	14:00	80th
Wilderness/Remote	Undeveloped	Undetermined	90th

[7] NFPA 1720 Volunteer Department Staffing and Response Target Table from Section 4.3.2.

The following chart illustrates the total response performance for the study agencies from time of dispatch to arrival at the incident for 2012.

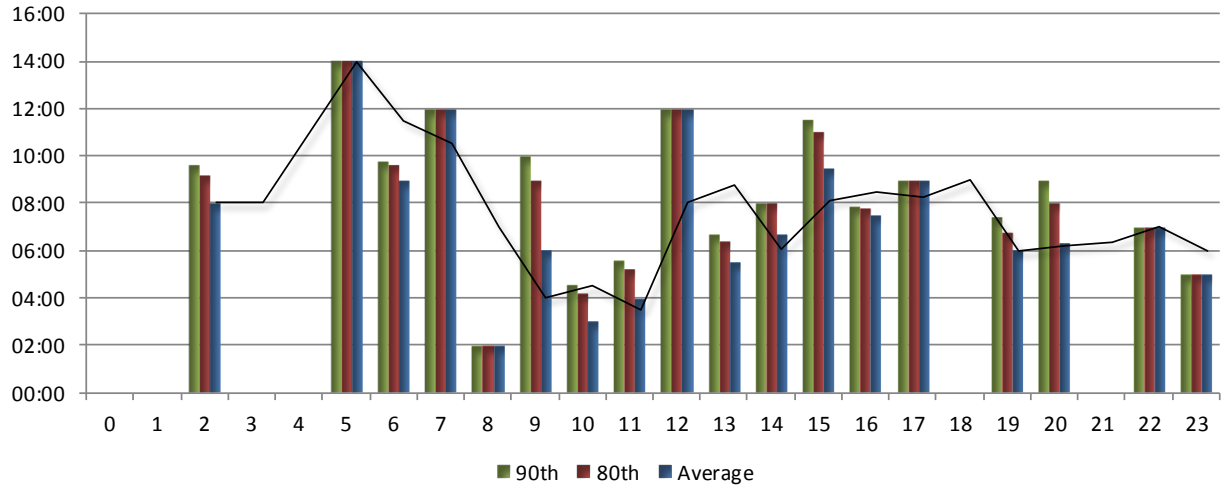
Figure 57: Response Time Performance, 2012

	Average	80th	90th
Bethel	06:35	08:00	08:00
Oak Grove	08:10	12:00	13:00
Ramsey	08:05	11:00	12:54
St. Francis	09:55	14:00	15:00

Based on the analysis of calendar year 2012 incident data, and assuming a response performance target in line with *NFPA 1720* recommendations, only BFD is meeting or exceeding the recommended performance.

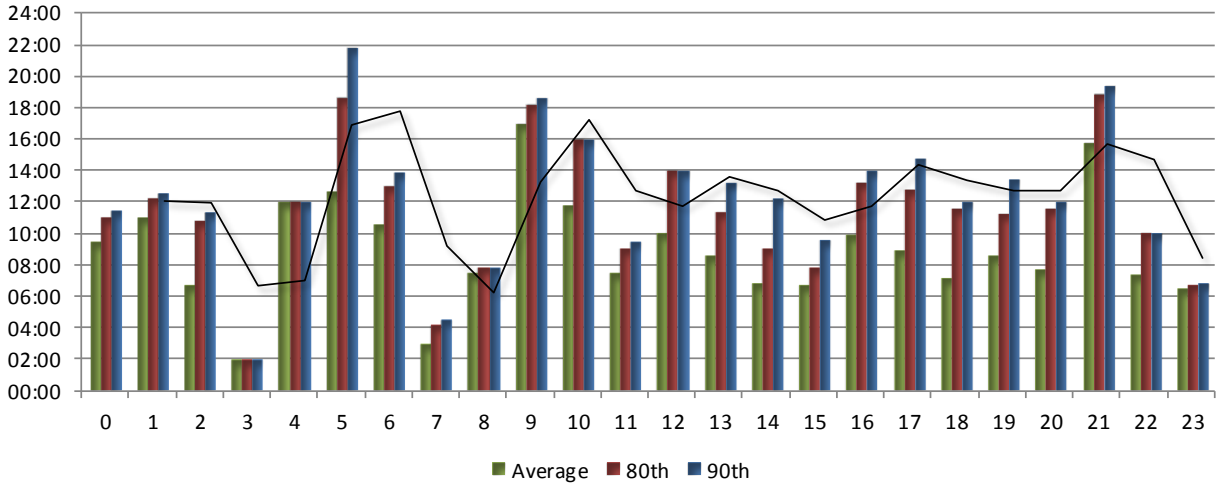
Although overall response time is useful in determining general performance for an organization, evaluating that data temporally sometimes allows policymakers and administrators to identify specific times of the day when performance could be improved. The figure below illustrates BFD's actual response performance by hour of day both as an average and 90th percentile.

Figure 58: 2012 Response Time by Hour of Day - BFD



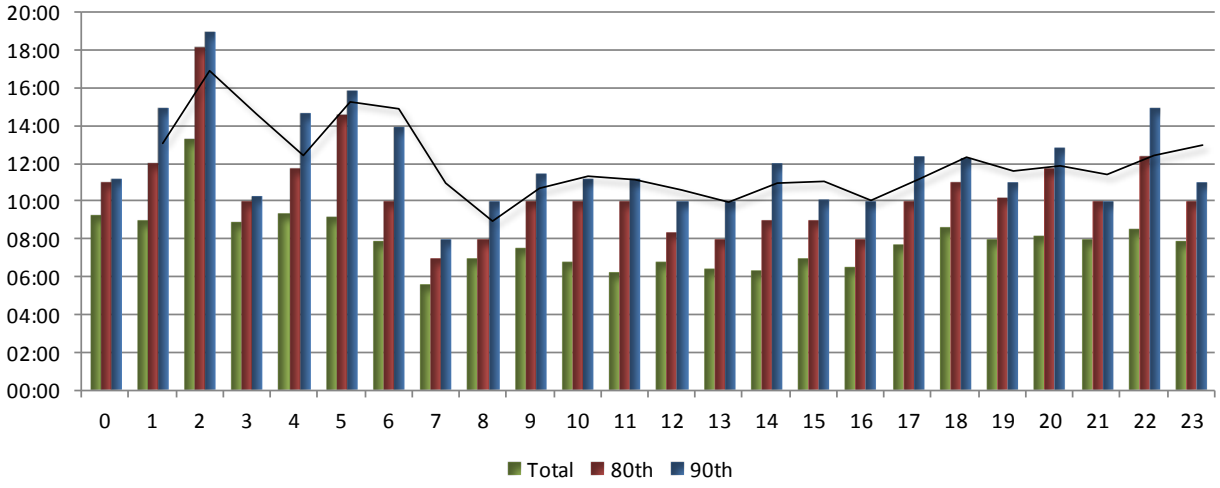
As is common with most emergency services providers, both average and 90th percentile response performance is slightly longer during the overnight hours as personnel must be awakened to respond to incidents. The following figure illustrates the same analysis for OGFD.

Figure 59: 2012 Response Time by Hour of Day - OGFD



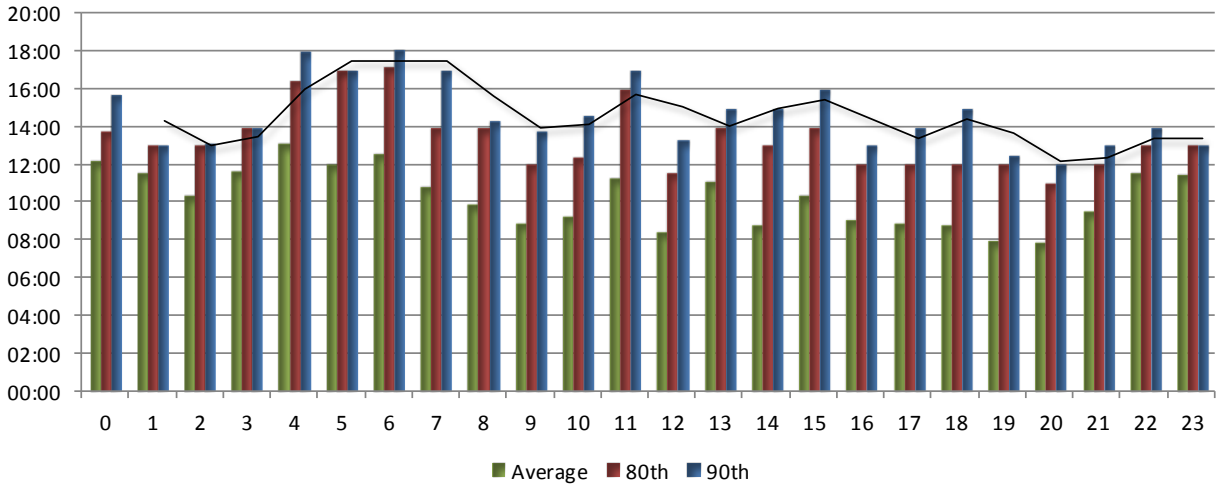
While OGFD experiences a slightly more varied hourly response performance, there is little in the way of a defined pattern; in fact some of the shortest response times occur during the overnight and early morning hours. The following figure illustrates the same analysis for RFD.

Figure 60: 2012 Response Time by Hour of Day - RFD



RFD experiences a slightly more stable overall response performance at the 80th percentile but its average performance is very similar to the other departments; longer during the overnight hours. The following figure illustrates the same analysis for SFFD.

Figure 61: 2012 Response Time by Hour of Day - SFFD



As with RFD, SFFD experiences a more stable response performance, albeit longer, with only a slight increase in overall performance during the overnight hours.

Mutual and Automatic Aid Programs

Communities have traditionally forged limited agreements to share resources under circumstances of extreme emergencies or disasters. These agreements, known as mutual aid agreements, allow one community to request the resources of another in order to mitigate an emergency situation or disaster that threatens lives or property. There are numerous mutual aid agreements, both formal and informal, in place between fire, police, and emergency medical agencies within the study area, both with participating departments and those surrounding the study area.

However, it is important to define the level of mutual aid systems in place in this region. Mutual aid can take several forms, and this analysis of mutual aid programs will begin with a brief explanation of the various types of mutual aid systems used by the fire service in various parts of North America.

Basic Mutual Aid upon Request

This form of mutual aid is the most basic and is typically permitted under broad public laws that allow communities to share resources upon request during times of disaster or during local and regional emergencies. Often, these broad laws permit communities to make decisions quickly regarding mutual aid under specified limitations of liability. These broad laws can allow a community to tap into resources from their immediate neighbors, as well as very distant resources in communities with which

they have very little day to day contact otherwise. Under this level of mutual aid, specific resources are typically requested by the fire department, through the appropriate chain of command, and sometimes coordinated by local or regional emergency management personnel. Depending on the level of the request, the response can sometimes be slow and the authorization process may be cumbersome due to the exchange of official information or even elected official's approval that may be required.

Written Mutual Aid Agreements

This form of mutual aid takes the previous form one step further by formalizing written agreements between communities (typically immediate neighbors in a region) in an effort to simplify the procedures and, thus, cut response time. Usually, these written agreements include a process that takes the request and response authorization down to a lower level in the organization, such as the Fire Chief or other incident commander. By signing such agreements, communities are "pre-authorizing" the deployment of their resources under specified circumstances as spelled out in the agreement. Most often, these agreements are generally reciprocal in nature and rarely involve an exchange of money for service, though they may include methods for reimbursement of unusual expenses for long deployments.

Automatic Aid Agreements

Once again, this form of mutual aid takes the process an additional step further by spelling out certain circumstances under which one or more community's specific resources will respond automatically upon notification of a reported incident in the neighboring community. In essence, automatic aid agreements expand a community's initial first alarm response to certain types of incidents by adding resources from a nearby neighbor to that response protocol. Typically, such agreements are for specific geographic areas where the neighbor's resource can be expected to have a reasonable response time and are for only specific types of incidents. An example of such an agreement would be having a neighboring community's engine respond to all reported structure fires in an area where it would be closer than the second or third-due engine from the home community. In other cases, the agreement might cover a type of resource, such as a water tender or aerial ladder, than the home community does not possess. An example of this would be having a neighboring community's water tender respond to all reported structure fires in the areas of the home community that do not have pressurized hydrants.

Automatic aid agreements may be purely reciprocal or they may involve the exchange of money for the services provided. Purely reciprocal agreements are common, but typically are used where each community has some resource or service it can provide to the benefit of the other. These services or

resources need not be identical. For instance, one community may send an engine to the other community on automatic response to structure fires, while the second community agrees to send a water tender to the first community's structure fire calls in exchange. These reciprocal agreements are sometimes made without detailed concern over quantification of the equality of the services exchanged, since they promote the effectiveness of overall services in both communities. In other cases, the written agreements spell out costs that one community can charge the other for services, typically where no reasonable reciprocation can be anticipated.

One primary purpose of automatic aid agreements is to improve the regional application of resources and staffing. Since fire protection resources are most frequently established because of the occupancy risks in a community and not necessarily a heavy workload, these resources may be idle during frequent periods of time. While fire departments make productive use of this time through training, drills, pre-incident planning, and other functions, the fact is that these expensive resources of apparatus and staff are not heavily tied up on emergency incidents. Communities that share certain resources back and forth are, in essence, expanding the emergency response workload of those units across a larger geographic area that generally ignores jurisdictional lines. This expanded use of resources can strongly benefit both communities that might otherwise have significantly increased costs if they had to procure and establish all the same resources alone. Automatic aid can be used effectively to bolster a community's fire protection resources, or to reduce unnecessary redundancy and overlap between communities.

Support Programs

Although the delivery of fire suppression and emergency medical services lies at the core of each department's mission, it is necessary for every emergency services agency to be supported by other activities. These activities provide the basis for employee training and education, career development, public safety education, fire prevention, and code enforcement.

Training

Providing safe and quality fire and emergency services requires a well-trained workforce. Training and education of personnel are critical functions for each study agency. Without quality, comprehensive training programs, emergency outcomes are compromised and emergency personnel are at risk. "One of the most important jobs in any department is the thorough training of personnel. The personnel have the right to demand good training and the department has the obligation to provide it."[8]

Proper training of emergency services personnel starts prior to being hired or joining an agency. Specific knowledge and skills must be obtained to achieve a basic understanding of the roles and responsibilities of an emergency responder. Several of the study agencies have entered into a joint effort to offer a combined 'rookie school' that provides this basic introductory training. Beyond the introductory issues, personnel should be actively engaged on a regular basis and tested regularly to ensure that skills and knowledge are maintained. In order to accomplish this task, agencies must either have a sufficient number of instructors within their own organization or be able to tap those resources elsewhere. Training sessions should be formal and follow a prescribed lesson plan that meets specific objectives. In addition, a safety officer should be dedicated to all training sessions that involve manipulative exercises.

Beyond the regular training offered to general staff, certain individuals should be offered specific officer development training in order to prepare them for more responsibility as they progress through the agency's command structure. Placing individuals in positions of authority without first giving them the tools to succeed often ends in failure and discouragement by both the officer and their subordinates.

General Training Competencies

The first comparison reviews the fundamental components that are considered as the most foundational elements of an effective training program.

[8] Klinoff, Robert. *Introduction to Fire Protection*, Delmar Publishers, 1997. New York, NY.

Figure 62: General Training Competencies

	Ramsey/ Nowthen FD	Oak Grove FD	St. Francis FD	Bethel FD
Incident Command	NIMS. County wide system being developed	NIMS based	NIMS	Irregularly
Accountability procedures	County wide system being developed	County wide system being developed	County wide system being developed	County wide system being developed
Policy and procedures	Incorporated into ongoing training	Yes	Incorporated into ongoing training	Yes
Safety procedures	Yes, and included in SOGs	Included in SOGs currently under development	Included in SOGs	Yes
Recruit academy	Physical agility test on entry. 1 Year probationary period during which new hires complete the recruit academy which includes Firefighter I and II and Haz Mat Operations certification. Also first responder during fire 2 years	Uses county-wide recruit academy. Graduates obtain FF I, FF II and Haz Mat Operations and First Responder EMS certification.	Physical agility test on entry. 1 Year probationary period during which new hires complete the recruit academy which covers Firefighter I & II and Haz Mat Operations. Also first responder during fire 2 years	Uses county-wide recruit academy. Graduates obtain FFI, FFII and Haz Mat Operations and First Responder EMS certification.
Special rescue (high angle, confined space, etc.)	3 personnel are members of County Specialized Rescue Team. In-house confined space rescue team at technician level, Ice and Water Rescue	Ice rescue only	Ice and Water Rescue	Confined space basic training only
Hazardous materials	Operations level	Operations level	Operations level	Operations level
Wildland firefighting	Annual one day training – not red-carded	Trained, not red-carded	Annual one day training – not red-carded	Uses DNR training when available.
Vehicle extrication	Yes	Yes	Yes	Yes
Defensive driving	Annual training is mandatory and enforced	Defensive driving course completed about every two years	Annual training is mandatory and enforced. Outside instructor used.	Annual course by Fire Inc.
EMS skills and protocol?	EMT-Basic level	First Responder is minimum requirement. About 6 EMT-Basics	EMT-Basic level	First Responder, 3 EMT-Basic. EMS training provided every other month by ambulance provider.

ESCI reviewed the general training competencies identified in the fire departments' training programs and found that all cover the fundamental topic areas that should be addressed in an effective training program. It is noted that personnel accountability practices are under development on an area wide basis. Accountability on the fire scene is of critical importance and should be prioritized by all of the agencies as a collaborative undertaking.

Recruit training is delivered via a county-wide, coordinated program. Upon completion, new firefighters receive Firefighter I and II certification, along with Hazardous Materials – Operations classes and First Responder medical training. The approach is commendable.

Training Administration

To function effectively, a training program needs to be managed. Administrative program support is important, though frequently weakly addressed. An additional element of effective administration is the development of program guidance in the form of training plans and goals.

Figure 63: Training Administration

	Ramsey/ Nowthen FD	Oak Grove FD	St. Francis FD	Bethel FD
Director of training program	Paid on Call Training Officer	Paid on Call member is designated as Training Officer	Paid On Call Lieutenant/ Training Officer	Volunteer Captain is assigned to training
Goals and objectives identified	Fire Instructor & Fire Officer I Certification required for Officer levels. Asst. Chief Fire Officer I and II. Training program targets Certification Continuing Education requirements.	Clearly defined direction to meet continuing education requirement for FF I and FF II, as well as first responder. No written plan but defined.	No written goals. Annual training plan is developed via the officers. Identify training need and mandatory subjects. Fundamental goal is maintenance of FF I, FF II and EMS certification levels.	No written Goals and Objectives. Meet annually to identify training needs and develop annual schedule to address identified needs and NFPA requirement.
Governing body support and concurrence	Annually required training based on NFPA	Supportive	Supportive	Somewhat
Clerical support	City administration completed training records, documentation	Training Officer	Training Officer only	None

None of the participating agencies has a full-time, dedicated, training officer position in place. Instead, volunteer and POC personnel are assigned training responsibilities as an additional duty. Management and administration of training programs varies between the participants. While none of the agencies have formally defined training program goals and objectives in place, all were able to clearly articulate the foundation upon which the program is planned and managed to provide direction and planning assets to their educational efforts.

Each department within the study area conducts training unilaterally with limited interaction with neighboring departments, aside from the shared recruit academy. From a regional perspective, all of the agencies involved could benefit from a centralized and collaborative approach to training delivery. A unified training practice of training needs assessment, scheduling, and regionalized delivery system offers increased firefighter safety and effectiveness as well as potential savings in costs and personnel efficiency.

Training Resources

To be able to deliver effective training to fire and EMS personnel, some resources are necessary to arm the trainer with the tools needed to provide adequate educational content.

Figure 64: Training Resources

	Ramsey/ Nowthen FD	Oak Grove FD	St. Francis FD	Bethel FD
Training facilities (tower, props, pits)	Several portable props. Stations have hose towers with ladder area. Use Technical College mobile props.	No facilities available locally. Closest training ground is in Fridley. Use F.I.R.E. Inc.[9] for live fire and related training.	Some portable props. Station has hose tower with ladder and rappelling area. Use Technical College mobile props.	Classroom space is used at city hall. F.I.R.E Inc. brings in mobile props at times.
Live fire prop	None, but have access via the college	None. Fire Inc. mobile prop used	None, but have access via the college	None
Driving grounds	City streets and parking lots	City streets an parking lots	City streets and parking lots	City streets and parking lots
Classroom facilities	Large classroom at Station 1. Seats 96. Smaller classroom at Station 2 also	City council chambers at station 1 used. Good sized, well equipped.	Small classroom at Station seats 18.	Several classrooms at city hall.

[9] F.I.R.E Inc. is Fire Instruction and Rescue Education, Inc., a private fire training service

	Ramsey/ Nowthen FD	Oak Grove FD	St. Francis FD	Bethel FD
Projection, computer and AV equipment	Well equipped	Well equipped	Well equipped	Uses city resources, meets basic needs
Books, magazines, instructional materials	Well supplied	Well supplied	Well supplied	Uses Action Training video programs
Training Procedures Manual:				
Manual developed and used	No manual, however drill content is assembled in a common reference file	Under development	None	No manual. Uses internet and Action Training
IFSTA manuals used	Jones and Bartlett manuals used	IFSTA manuals used	Jones and Bartlett manuals used	Jones and Bartlett

Of the four departments, none has a dedicated drill ground or training facility. Instead, the training officers make use of available small props, city streets, and parking lots for drilling. Additionally, resources from F.I.R.E. Inc., a private training provider, are used when possible, including a mobile live fire prop. For classroom delivery, Ramsey's Station 1 is well suited with excellent facilities. The other stations are limited to smaller meeting rooms that are also used for other purposes, compromising use at times as classrooms.

Training Scheduling

Of equal importance to program planning, educational contact hours, and available tools is the scheduling necessary to obtain the maximum possible attendance, which is especially challenging with volunteer and POC staffing configurations. Training scheduling in the study agencies is summarized in the following table:

Figure 65: Training Scheduling and Procedures

	Ramsey/ Nowthen FD	Oak GroveFD	St. Francis FD	Bethel FD
Career training schedule	N/A	N/A	N/A	N/A
Volunteer/POC schedule	Every Wednesday of the month. Class offered twice, morning and evening	Mondays during the day, repeated on Wednesday evenings. Approximately 3 hours each.	Every Wednesday. Class offered twice, morning and evening. Also 4 to 5 Saturday training sessions annually.	Training twice monthly. One class per month is fire related and the other is EMS training. Firefighters attend training at outside departments also.
Annual training hours defined	66% minimum drill attendance per quarter. Well enforced	First Responder continuing education minimum plus 68% drill attendance overall plus several mandatory classes. Enforced well	50% minimum drill attendance annually. Well enforced	Must attend 50% of drills - enforced
Record-keeping				
Individual training files maintained	Yes	No	Yes	Yes
Records and files computerized	In FireHouse Software	Stand-alone spreadsheet	Image Trend	In Excel spreadsheet

Training of volunteer/POC members is similar across the study area. All agencies indicate that their training objective is that of meeting or exceeding the minimum requirements necessary to meet Firefighter I continuing education requirements as a minimum.

The frequency of training sessions is consistent in Ramsey/Nowthen, Oak Grove, and St. Francis, but differs in Bethel. The first group trains weekly and also repeats classes a second time each week to accommodate attendance by POC personnel. Bethel schedules drill only twice monthly, providing personnel with approximately half the training contact time.

Fully effective training of firefighters necessitates a higher number of classroom and hands-on contact hours to be effective. Given the similarities in training practices and schedules in the study area, plentiful opportunities exist for the development of collaborative, shared training programs.

Fire Prevention, Public Education and Investigation Programs

An aggressive risk management program, through active fire and life safety education and prevention services, is a fire department's best opportunity to minimize the losses and human trauma associated with fires and other community risks.

The National Fire Protection Association recommends a multifaceted, coordinated risk reduction process at the community level to address local risks. This requires engaging all segments of the community, identifying the highest priority risks, and then developing and implementing strategies designed to mitigate the risks.

A fire department should actively promote fire resistive construction, built-in warning and fire suppression systems, and an educated public trained to minimize their exposure to fire and health issues and to respond effectively when faced with an emergency.

Fire Code Administration and Enforcement

The following tables detail the fire prevention and public education efforts that are put forth by the agencies that are subject to this analysis.

Figure 66: Code Enforcement and Inspection Programs

	Ramsey/ Nowthen FD	Oak Grove FD	St. Francis FD	Bethel FD
Fire codes adopted	Minnesota State Code	Minnesota State Code	Minnesota State Code	None adopted
Code used year/version	2007 (most current)	2007 (most current)	2007 (most current)	N/A
Local ordinances adopted, amendments	No	No	No	None
Sprinkler ordinance in place	No	No	No	None
New Construction Inspections and Involvement				
Consulted in proposed new construction	Yes	City shares a building official with East Bethel. Informs Fire Department	Yes	Referred to Anoka County
Perform fire and life safety plan review	Yes	Informal plan review by fire department. No inspections conducted	Yes	No

	Ramsey/ Nowthen FD	Oak Grove FD	St. Francis FD	Bethel FD
Sign-off on new construction	Yes	No	Yes	No
Charges for inspections or reviews	Incorporated into building permit fees	No	Incorporated into building permit fees	N/A
Existing occupancy inspection program	Regular inspection program in Ramsey, detailed below. Inspections completed in Nowthen only on a request basis.	Previous inspection program discontinued. FD personnel are currently being trained to complete inspections to revive program.	Fire Chief and a Paid On Call Fire Inspector completes existing occupancy inspections in St. Francis on request	No existing occupancy inspections but chief is currently undergoing certification to do so
Special risk inspections	Day care inspections completed annually per state requirement	Planned	Chief or Fire Inspector completes day care inspections annually per state requirement	No
Storage tank inspections	Yes	No	No. Building Official completes	No
Key-box entry program in place	Knox Box system used	Knox Box system	Knox Box system	None
Self-inspection program in place	No	No	No	No
Frequency of inspections	Categorized by occupancy type. Higher risk scheduled for annual inspection. Actual frequency no more than two years.	Target will be to inspect all commercial occupancies bi-annually	No regular inspection schedule except for annual day care and school inspections, completed by the State Fire Marshal	N/A
Citation process in place	Yes, if needed, per fire code	None	Yes, if needed, per fire code	N/A
• **Court cited to**	Municipal court	N/A	Municipal court	N/A
Number of personnel devoted to program	Fire Marshal only. POC personnel assist during Fire Prevention Week.	2 Paid on Call Fire Inspectors	Fire Chief, by contract, and one Paid On Call Fire Inspector	Fire Chief only
Fees for specialty inspections	No, except for day care inspections which are reimbursed by the state	No	No, except for day care inspections which are reimbursed by the state	N/A

All of the communities have adopted the current Minnesota State Fire Code, with the exception of Bethel. Adoption in Bethel is recommended.

The code enforcement and fire inspection program in Ramsey is well developed, having completed 127 new construction inspections and just under 100 existing occupancy inspections in the 2012 reporting year. The program targets an inspection regularity of no more than two years on commercial

occupancies. Ramsey also conducts inspection work for Nowthen, however activity there is limited to day care inspections and existing occupancy reviews only on and as-requested basis. Increased code enforcement activity and more structured prevention interaction with the Nowthen Building Official is recommended.

In St. Francis, the Fire Chief serves as Fire Marshal and completes inspections on a request basis or in response to complaints or identified issues. No regularly scheduled existing occupancy inspections are completed with the exception of annual day care reviews, which are conducted regularly. New construction plan reviews are completed by the Fire Chief, as needed.

The Oak Grove Fire Prevention program was largely discontinued when the previous Fire Inspector, a Paid on Call position, retired. The Chief is making efforts to revive the program and is currently providing training to inspectors to that end. The initiative is appropriate and should be continued.

In Bethel, the plan review process is deferred to Anoka County with no involvement by the fire department. Existing occupancy inspections have not been completed in the past; however, the Fire Chief is undertaking an initiative to obtain training and conduct future inspections.

All of the agencies are making commendable efforts to effectively address fire code enforcement and inspection needs. Doing so, however, is time consuming and demanding. In addition, maintaining appropriate training and certification levels is challenging. Opportunities to share code enforcement programs, personnel, and practices warrant future consideration.

Public Education

One of the most effective ways to prevent the occurrence of fires is by effectively educating the public so that they can minimize their exposure to fire and health issues and so that they can respond effectively when faced with an emergency.

Figure 67: Fire Safety and Public Education

	Ramsey/ Nowthen FD	Oak Grove FD	St. Francis FD	Bethel FD
Public education officer	Fire Marshal additional duty	POC Public Education Officer	Paid on Call Fire Inspector	Fire Chief
Public education in the following areas:	Annual open house associated with Fire Prevention Week. Annual "Safety Camp" with Police	Annual Fire Prevention Week outreach to schools. Also pancake breakfast and related community events.	Very active public education program reaching out to all four schools in the city	Annual community event, AED, CPR, prevention outreach. Quarterly newsletter with Fire Prevention week information
Calling 9-1-1	Yes	Yes	Yes	Yes
EDITH (exit drills in the home)	Yes	Yes. Department has an escape house	Yes	Yes
smoke alarm program	At open house	No	No	Smoke alarm give-away program
general fire safety (heating, chimney, electrical, kitchen, etc.)	Yes	Yes	Yes	Yes
injury prevention (falls, burns, bike helmets, drowning, etc.)	Yes	No	No	No
fire extinguisher use	Yes	No	On request	No
fire brigade training	On request	No	On request	No
elderly care and safety	Outreach program delivered on-request	No	No	No
baby-sitting classes offered	No	No	No	No
CPR class, blood pressure checks	CPR classes offered	No	Active CPR class program provided by Paid On Call personnel	AED, CPR awareness demos at annual community event
Publications available to public	Brochures at offices. Also articles in city newsletter.	Multiple publications available	Multiple publications available	Yes
Juvenile fire setter program offered	County team is available and used	County team is available and used	County team is available and used	County team is available and used
Wildland interface education offered	No structured program	No structured program	No structured program	No structured program

Public education activities are one of the most important elements of an effective approach to community fire prevention. It is commonly stated that there are three primary causes of fires: Men, women and children. Informing and educating a community's citizenry will result in fewer fires and fewer losses of lives and property.

All of the study agencies make an effort to provide adequate public education outreach. St. Francis, in particular, has a well-developed program in its schools. Given the similarities observed in programs, the commonly shared need for public outreach, and the staffing and time commitment challenges associated with public education, future collaboration in the form of a public education coalition in the area would be beneficial.

Fire Investigation

A sometimes under-appreciated component of fire prevention programs overall is that of assuring that the cause of a fire that has occurred is effectively identified so that public education and code enforcement efforts can be targeted toward identified causes. Fire cause determination is not limited to intentionally cause incidents, but includes all forms of accidental fires, as well. Following is a review of fire investigation efforts in the study agencies.

Figure 68: Fire Investigation

	Ramsey/ Nowthen FD	Oak Grove FD	St. Francis FD	Bethel FD
Arson investigation and prosecution	Fire Marshal	Fire Investigation Team and State Fire Marshal	Fire Investigation Team and State Fire Marshal	State Fire Marshal
arson investigation training provided	Personnel trained in basic cause and origin and scene preservation skills	Personnel trained in basic cause and origin and scene preservation skills	Personnel trained in basic cause and origin and scene preservation skills	State Fire Marshal
Person responsible for investigations	Fire Marshal	Fire Chief and FIT Team	Fire Marshal	Fire Chief
Local FIT membership (Fire Investigation Team)	County-wide FIT team is in place and used regularly	County-wide FIT team is in place and used regularly	County-wide FIT team is used regularly..	County-wide FIT team is in place and used regularly
Process for handling juvenile suspects	Juvenile court	Juvenile court	Juvenile court	Juvenile court
Scene control practices in place	Yes	Yes	Yes	Yes
Adequate and appropriate equipment issued/supplied	Adequate	Adequate through FIT Team	Adequate	Adequate
Evidence collection process in place	Yes	Yes	Yes	Yes
Reports and records of all incidents made	Yes	Yes	Yes	Yes
Statistical Collection and Analysis				
Records computerized	Yes	Yes	Yes	Hard copy only
software used	Firehouse Software	Separate hard copy records	Image Trend	N/A
Response Information collected	All NFIRS data	All NFIRS data	All NFIRS data	All NFIRS info

The study area is fortunate to have access to a county-wide Fire Investigation Team (FIT), which is an invaluable asset, particularly to smaller agencies that do not have the opportunity to gain experience from frequent fire incidents. The department also rely heavily on the Minnesota State Fire Marshal's Office to assist them with the determination if a fire's cause and origin, as is appropriate.

Section II – Opportunities for Cooperative Efforts

Having completed the evaluation of current conditions process above, ESCI is now armed with the information necessary to effectively evaluate the opportunities that exist in the region for shared service delivery opportunities between the participating agencies. There are many ways that fire departments can work together, ranging from very fundamental sharing of resources and programs, up to and including legal assimilation of multiple agencies into one in the form of a merger or consolidation, where feasible.

The balance of this report examines the multiple options that are available to the study agencies and provides insight and guidance where appropriate.

General Partnering Strategies

Three basic strategies are generally available when considering cooperative efforts and shared service delivery, beginning with a do-nothing approach (status quo) and ending with complete unification of two or more organizations into what is, essentially, a new emergency service provider. A description of the three primary methodologies is found below.

Functional Consolidation

Public entities usually have broad authority under law to enter intergovernmental agreements (IGAs) for the purpose of cost and service efficiency. Minnesota is no different in this regard. The laws of the State of Minnesota address the issue, allowing intergovernmental contracts for any lawfully authorized governmental function.[10]

Examples of this type of cooperative effort may include any function within the study departments that allows them to deliver services, such as training, fire prevention, equipment purchasing, logistics, etc. Through functional consolidations, each agency benefits from the resources of the whole while maintaining independence as separate organizations. Many times, functional consolidations serve as a prelude to a further future collaborative initiatives including legal unification and merger.

Operational Consolidation

This strategy joins two or more entities, in their entirety, through the execution of an intergovernmental agreement (IGA). The resulting organization features a single organizational structure and chain of

[10] Minnesota Statutes, section 471.59. Joint Exercise of Powers Act.

command. Depending on the form of the agreement(s) establishing the organization, members may remain with the original agency, transfer to one of the other agencies, or transfer to an entirely new organization.

Unlike functional consolidation, an operational consolidation brings the actual operations of the separate organizations together into a single department that provides services to one or more communities but does not create a new legal entity. The organizational structure, command, and operational model will depend upon the structure and format of the agreements established between the agencies. Like functional consolidations, operational consolidations are sometimes considered an intermediate step leading to a full merger. The main advantage of the strategy offers governing bodies the ability to negotiate and monitor desirable outcomes for the management of a particular service. This gives a higher level of comfort in going forward with the decision to unify fire service across a geographical region.

In Minnesota there are several types of IGAs, including Joint Exercise of Powers, Intergovernmental Service Agreements, and Intergovernmental Service Transfers. Within the Joint Exercise of Powers Act there are two primary options for sharing services: Shared Powers Agreements and Service Contracts. In Shared Powers Agreements, governments jointly share responsibility for providing a service such as fire protection. Service Contracts, however, allow one city to 'contract' with another government for services. The Intergovernmental Service Agreement is the most common form of cooperative arrangement in Minnesota. It is an agreement, formal or informal, written or oral, between two or more governments about the delivery of a service or services. These agreements may take many forms. Intergovernmental Service Transfers are a permanent transfer of total responsibility for the provision of a service from one government unit to another.

Legal Unification

Under certain circumstances in law, fire departments can join into a single entity. This formal approach unites not only the programs but also the organizations themselves. State laws addressing political subdivisions usually detail a process for legal unification.

Typically, state laws draw a distinction between words like *annexation*, *merger*, and *consolidation* when speaking of legal unification. Organizationally, however, the outcome of any such legal process results in one unified organization. The primary differences between the legal strategies relate to governance and taxation issues. In many states, some process of *inclusion* exists that essentially involves the annexation

of one entity into another, preserving the governing body and taxing authority of the surviving agency. A legal merger, on the other hand, usually entails the complete dissolution of two or more agencies with the concurrent formation of a single new entity (and governing body) in place of the former.

Statutory allowances to accommodate various forms of merger and consolidation are limited in Minnesota Law and, to achieve some forms of unification, legislative action is necessary to provide the authority to do so. A useful example of this type of unification is the Cloquet Fire District where the City of Cloquet, Perch Lake Township, and the City of Scanlon agreed to join forces as a single, unified organization. To do so, however, the communities had to petition the legislature for a special law that would create the state's first independent fire district with taxing authority. They were successful in doing so.

Because ESCI often finds that study agencies are reluctant to relinquish control of their respective fire departments to a full consolidation, the intent of this project is evaluate potential opportunities and to provide information to policymakers with which they can make informed and successful decisions regarding the future of fire protection and emergency services within their respective communities.

Governance Options and Strategies

While the emergency operations component of a fire department is an important element of the overall emergency services system, no organization can properly function without some form of governance and authority to act. This report section provides policymakers with information regarding several potential options for governance of the fire protection system serving the study area, including the Cities Ramsey, Nowthen, St. Francis, Oak Grove and Bethel..

Status Quo

Any discussion of potential feasible governance options would be remiss if it did not consider continuation of the current model as it is today. In this study area, the current model of contracting of the City of Ramsey Fire Department services to both the Cities of Nowthen and St. Francis are a viable option for future governance.

The current model includes the City of Nowthen as a contracting agency for service from the City of Ramsey, an agreement under which the Ramsey and Nowthen Fire Departments operate as one, under the administration and management of the Ramsey Fire Chief. In addition, the City of Ramsey provides contractual fire protection services to the City of St. Francis. In St. Francis, however, the city provides its own direct fire protection and contracts only for the services of the Ramsey Fire Chief to provide oversight and administrative support services.

In the Cities of Oak Grove and Bethel, services are provided as stand-alone, independent fire departments. While a degree of interaction and collaboration with Ramsey, Nowthen, and St. Francis takes place, the fire departments remain as separate entities.

The current relationships have evolved to where they are today and the result has been positive. The current model is a feasible option moving forward and should not be discounted. Service delivery and performance falls within acceptable limits and major problems are not found in the study area overall. However, the question is whether it can be done even better – the subject of the following analysis.

Fire District through a Joint Powers Agreement

The term 'Fire District' in the State of Minnesota can take on more than one meaning. For the purposes of this discussion, the term Joint Powers Agreement (JPA) is more appropriate in terms of governance. A Fire District *per se*, will be discussed in the next section.

Joint Powers Agreements (JPAs) are not uncommon in Minnesota and can serve as a valuable tool. State statutes authorize two or more municipal corporations to collaborate in exercising any power common to the municipalities and to provide a joint board representing the participating entities and overseeing administrative and management matters.

In the case of fire protection for the Ramsey region, the existing contractual arrangements between Ramsey, Nowthen, and St. Francis could be expanded and reconfigured as JPAs to include the Cities of Oak Grove and Bethel, or a new entity could be created to provide oversight and governance to an entity that services the entire region.

The advantage of a JPA in this instance is that each entity maintains autonomy regarding taxation and each retains the ability to withdraw from the agreement in the future. As is currently the practice in the study area, each participating entity would levy a tax in its own way and then contribute to the operations of the JPA as outlined in the enabling documents. No legislative approval is required for this type of agreement and the intergovernmental agreements created would define how the JPA was governed as well as how each participant is represented.

While the fact that each entity maintains its autonomy can be considered advantageous, it may also be viewed as a drawback. Remaining as separate entities under a JPA, so that any participant can withdraw, lacks a long-term dedicated commitment to the JPA, making future planning and visioning more challenging.

A prime example of this type of collaboration is the South Metro Fire Department (SMFD). SMFD (created in 2005) serves South St. Paul and West St. Paul and is the result of a full consolidation of both cities' fire departments. Another example is the Isanti Fire District that includes the City of Isanti and the townships of Athens, Bradford, Isanti, Oxford, Spender Brook, and Standford. In the region, the townships surrounding the City of Isanti felt as though their level of input and control over fire protection was limited by the existing agreement. In order to more equitably distribute control, the JPA was signed by all parties passing control over to a board of representatives rather than the City of Isanti.

In most situations where two or more municipalities or quasi-governmental organizations enter into a shared services agreement through a JPA, the governing board consists of representatives from the participating agencies. Under the assumption that a single representative from each participating jurisdiction serves on the board of a newly created JPA, in this study area, the board would consist of

five members, each with an equal vote. However, it should be recognized that the City of Ramsey represents the highest percentage of assessed value (therefore risk) as well as service demand and population (another factor of risk). As a result, representation of Ramsey, and perhaps others, may be modified to achieve an appropriate balance.

Many governing bodies find it difficult to reach consensus on a majority of issues when the membership of the board surpasses five to seven members. This is not to say that larger boards cannot be productive but rather to urge that smaller boards are more efficient at dealing with public safety issues. In the case of the Ramsey region, ESCI recommends a board of no more than seven individuals with representation based on a similar weighting as will be discussed in the following section of this report regarding funding.

Prior to discussing alternative assessments, fees, or other increases to the current revenue stream, the governing boards of the participating agencies and municipalities should clearly define the level of community emergency service in measurable terms. For example, the boards should specify the service (fire protection), the quantity (a fire pumper and four firefighters), the quality (within six minutes of dispatch), and the accuracy (80 percent of the time). Once service is defined in specific and measurable terms, the tasks of determining cost and the consideration of funding alternatives become more focused.

Potential funding alternatives can be grouped into two general categories: untapped revenues and redirected funds. Untapped revenue is represented by existing funding alternatives that are not fully used, like a tax increase or the implementation of a new tax, and by the identification of fees that do not fully recoup service costs. Redirected funds are existing revenue identified as not contributing toward the essential goals of the organization and, therefore, may be more efficiently allocated to other programs or functions.

There are essentially three methods that can be used to redirect public funding: 1) proving that money could be spent more effectively, 2) showing that a population or area is not receiving its fair share of service, and 3) changing a policy so that a program can access a funding stream that currently exists.[11] In order to redirect funding, leadership researches what funding is there, who controls the funding, what the policies are, and whether or not allocation patterns can be changed.

[11] *Sustainable Funding for Program Strategies*, Lessons Learned from an Ambitious Community Change Effort, June 2005, Urban Health Initiative, Seattle, WA.

For this study area, this would involve altering the methodology for calculating the cost of serving the region. A formula for apportioning service cost may factor in assessed valuation, population (residents and employees), service demand, level of service, and area size. One option for leveling cost fluctuations is to employ a formula using multiple factors (population and assessed valuation, for instance).

What follows is an alphabetical listing of system variables that can be used (singly or in combination) to allocate cost between allied fire departments. Each option is summarized by the concept, its advantages and disadvantages, and other factors that should be considered. Regardless of the option(s) chosen to share the cost of fire protection, the resulting intergovernmental agreement needs to address the issues of full cost versus marginal cost and should be clear about the inclusion of administrative or overhead cost. In addition, service contracts often must reconcile the exchange of in-kind services between the participating agencies, if any.

Area

Concept:

The cost of emergency service can be apportioned based on the geographic area served relative to the whole. For instance, the jurisdictional boundaries of the region represent approximately 124.57 square miles. Allocation based on area would apportion about 23.8 percent of cost to the City of Ramsey (29.7 square miles), 28.2 percent to the City of Nowthen (35.1 square miles), 28.2 percent to the City of Oak Grove (35.1 square miles), 19 percent to the City of St. Francis (23.7 square miles), and 0.8 percent to the City of Bethel (0.97 square miles) Apportionment founded on service area alone may work best in areas that are geographically and developmentally similar.

Pro:

Service area is easily calculable from a variety of sources.

Con:

Service area does not necessarily equate to greater risk or to greater workload.

Consider:

Service area may be combined with other variables (assessed value and number of emergencies) to express a compound variable (such as assessed value per square mile and emergencies per square mile).

Taxable Capacity

Concept:

The tax capacity of municipalities is established by the local tax assessor under laws of the state. Usually, higher-valued structures and complexes carry a greater risk to the community from loss by fire; consequently, assessed value also tends to approximate the property at risk within a municipality. Fire departments are charged with being sufficiently prepared to prevent property loss by fire. Therefore, the cost of contracted fire protection may be apportioned relative to the assessed value of the allied jurisdictions. Typically, tax capacity is used to apportion cost of shared service by applying the percentage of each partner's tax capacity to the whole.

Calculation of applying tax capacity to the study are results in the following: The City of Ramsey would pay about 54.3 percent, the City of Nowthen would pay 7.8 percent, the City of St. Francis would pay 20.3 percent, the City of Oak Grove, 15.9 percent and the city of Bethel, 0.8 percent.

Pro:

Tax capacity is updated regularly helping to assure that adjustments for changes relative to new construction, annexation, and inflation are included. Because a third party (the assessor) establishes tax capacity in accordance with state law, it is generally viewed as an impartial and fair measurement for cost apportionment. Fire protection is typically considered a *property-related service* and, thus, apportionment tied directly to property value has merit.

Con:

Tax capacity may not reflect the risk associated with certain exempt property, such as schools, hospitals, universities, government facilities, churches, and other institutions. Tax capacity may also not always represent the life risk of certain properties, such as nursing homes or places of assembly, which might dictate more significant use of resources. In addition, some large facilities may seek economic development incentives through tax capacity exemptions or reductions. Adjustments may need to be made to tax capacity if such large tracts of exempt property in one jurisdiction cause an imbalance in the calculation. Finally, tax capacity typically includes the value of land, which is not usually at risk of loss by fire. Depending on the local circumstance, however, this may not be a significant factor if the relative proportion of land value to structure value is reasonably uniform over the whole of the territory.

Consider:

Some states discount tax capacity depending on the class of property (commercial or residential), which may skew the overall proportion of those properties compared to risk. As an additional consideration, county assessors usually establish the tax capacity in accordance with the property tax cycle, which can lag somewhat behind the budget cycle of local agencies and the time when service contracts are reviewed or negotiated.

Deployment

Concept:

Payment for service based on the cost of meeting specific deployment goals. Deployment goals may be tied to the physical location of stations, equipment, and personnel (strategic deployment) or by stating the desired outcome of deployment (standards of cover). For example, a strategic goal could specify the location of two stations, two engines, and ten on-duty firefighters. A standard of cover might state the desired outcome of the same deployed resources as — two engine companies and ten firefighters on the scene of all structure fire emergencies within eight minutes 80 percent of the time. While both strategic and outcome goals can be used effectively to assist in allocating cost, ESCI views outcome goals to be more dynamically linked to the quality of service and therefore preferable over strategic goals. This alternative is highly variable due to the independent desires of each community in regard to outcome goals.

In order to present an example of how this type of funding alternative may be applied, ESCI developed a weighted scoring system that uses critical task analysis. This type of scoring system for each municipality allows the ranking of each area based on the assigned risk as well as the apparatus, manpower, and Needed Fire Flow. Using this methodology, the City of Ramsey would pay about 43.0 percent, the City of Oak Grove would pay 29.0 percent, and the remaining 28.0 percent would be distributed equally between St. Francis, Nowthen and Bethel.

Pro:

Deployment is intuitively linked to the level of service. The outcome of deployment based on a standard of cover can be monitored continuously to assure compliance. Such deployment can be adjusted if standards are not met. This assures the continuous quality of emergency response throughout the life of a service contract.

Con:

Strategic deployment may not equate to better service because such goals are prone to manipulation wherein resources may be sited more for political reasons and less for quality of service reasons. Outcome goals require the automatic time capture of dispatch and response activities to assure accuracy. Record keeping needs to be meticulous to assure the accurate interpretation of emergency response outcomes.

Consider:

Contracts for deployment-based fire protection should address the inclusion of administrative or overhead cost, as well as capital asset cost, depreciation, rent, and liability insurance.

Service Demand

Concept:

Service demand may be used as an expression of the workload of a fire department or geographical area. Cost allocation based on emergencies would consider the total emergency response of the service area and apportion system cost relative to the percentage of emergencies occurring in the jurisdictions. Under a system apportioned by service demand, the City of Ramsey and the City of Nowthen (combined)[12] would pay 39.3 percent, the City of Oak Grove would pay 16.9 percent, the City of St. Francis would pay 42.1 percent, and the City of Bethel would pay 1.7 percent.

Pro:

Easily expressed and understood. Changes in the workload over the long term tend to mirror the amount of human activity (such as commerce, transportation, and recreation) in the corresponding area.

Con:

Emergency response fluctuates from year to year depending on environmental and other factors not directly related to risk, which can cause dependent allocation to fluctuate as well. Further, the number of alarms may not be representative of actual workload; for example, one large emergency event requiring many emergency workers and lasting many hours or days versus another response lasting only minutes and resulting in no actual work. Finally, emergency response is open to manipulation (intentional and/or unintentional) by selectively downgrading minor responses, by

[12] Response data from Ramsey and Nowthen are combined in the reporting information provided to ESCI, resulting in consolidated incident count.

responding off the air, or by the use of mutual aid. Unintentional skewing of response is most often found in volunteer fire systems, where dispatch and radio procedures may be imprecisely followed. Further, service demand does not follow a predetermined ratio to land area. As such, the service demand per square mile ratios may produce large variations.

Consider:

Using a rolling average of alarms over several years can help to suppress the normal tendency for the year-to-year fluctuation of emergencies. Combining the number of emergencies with the number of emergency units and/or personnel required may help to align alarms with actual workload more closely; however, doing so adds to the complexity of documentation. In a similar manner (and if accurate documentation is maintained), the agencies could consider using the total time required on emergencies as an aid to establish the comparative workload represented by each jurisdictional area.

Fixed Rate

Concept:

The use of fixed fees or rates (such as a percentage) to calculate allocation of shared cost is more common between municipalities. Occasionally, fixed-rate contracts involve the exchange of in-kind services.

Pro:

The concept is simple and straightforward. A menu of service options and the fees corresponding to those alternatives can be developed by the contractor agency. The contracting agencies can tailor a desired level of service based on risk and community expectation by choosing from the various menu items.

Con:

Partnering communities may change (i.e., population, jobs, commerce, structures, and risk) at divergent rates causing disconnection between the rationale used to establish the fee and the benefit received. A fixed-rate contract may be difficult to coherently link to the services provided and/or received, which can lead to a lack of support by officials and the community.

Consider:

Partnering agencies need to assure that provision for rate adjustment is included in the agreement, including inflation. The agreement should address the issue of full cost versus marginal cost. The inclusion or non-inclusion of administrative and/or overhead cost also requires statement, as does the reconciliation of in-kind service exchange. The ownership and/or depreciation of capital assets should be addressed, as should rent, utilities, and liability insurance. In the case of a fixed fee, the agreement should establish how the participation of other public agencies in the partnership would affect cost.

Population

Concept:

Payment for service can be based on the proportion of residential population to a given service area. The most recently available census population of the City of Ramsey is listed as 23,668; the City of Nowthen at 4,443; St. Francis, 7,218; Oak Grove, 8,031; and Bethel, 466. The population of the entire covered service area is estimated at about 43, 826. Apportionment based on the estimated population of the service area would allocate about 54 percent of cost to the City of Ramsey; 10.1 percent to the City of Nowthen, 16.5 percent to the City of St. Francis, 18.3 percent to Oak Grave and 1.1 percent to the City of Bethel.

Pro:

Residential population is frequently used by governmental agencies to measure and evaluate programs. The U.S. Bureau of Census maintains an easily accessible database of the population and demographics of cities, counties, and states. Estimates of population are updated regularly. Laypersons intuitively equate residential population to the workload of fire departments.

Con:

The accurate population of partially covered areas is often difficult to establish. Census tract boundaries and response area boundaries infrequently match, forcing extrapolated estimates, which can fail to take into account pockets of concentrated population inside or outside of the response areas. Further, residential population does not include the daily and seasonal movement of a transient population caused by commerce, industry, transport, and recreation. Depending on the local situation, the transients coming in (or going out) of an area can be very significant, which can tend to skew community risk. Residential population does not statistically link with emergency

workload; rather, human activities tend to be the linchpin that connects people to requests for emergency assistance.

For example, if residential population actually determined emergency workload, emergencies would peak when population was highest within a geographic area. However, in many communities where the residential population is highest from about midnight to about 6:00 a.m. (bedroom communities), that time is exactly when the demand for emergency response is lowest. It turns out that emergency demand is highest when people are involved in the activities of daily life — traveling, working, shopping, and recreating. Often, the persons involved in such activities do not reside in the same area.

Consider:
The residential population of partially covered areas can sometimes be estimated by using the GIS[13] mapping capability now maintained by most counties. By counting the residential households within the area in question, then applying demographic estimates of persons per household, it may be possible to reach a relatively accurate estimate of population within the area in question. Alternately, residential population can be estimated by using information obtainable from some public utility districts by tallying residential electrical meters within a geographic area and then multiplying by the persons per household.

Some areas experience a daily or seasonal influx of people who are not counted as residential population. This transient population can be estimated by referring to traffic counts, jobs data, hotel/motel occupancy rates, and, in some cases, state or national park administrators. Residential population plus transient population is referred to as *functional population*. Where functional population is significantly different from residential population, service agreements based on population should be adjusted to account for it.

Multiple-Variable Allocation

Frequently, even though everyone may agree on the benefit of allied fire protection, officials find it difficult to reach an agreement with regard to costs and the allocation of those costs. The differences between community demographics and/or development, along with changes that occur within the system over the long term, can cause the perception of winners and losers. This can be especially

[13] Graphic Information Systems

prevalent when a single variable is used to apportion cost. A service contract based on more than one allocation determinate may help solve these problems.

By apportioning costs over multiple variables, members of an alliance may been able to reach a long-term agreement that fits the diversity of the partnering agencies. Other partnerships in other geographical areas may require a different solution involving different combinations of variables.

Allocation Summary

The information provided above serves as a detail of each funding alternative presented. Given the lengthy discussion provided with each alternative, ESCI has compiled the information into a summary table illustrating how each funding alternative would be distributed among the member municipalities. In addition to the individual funding alternatives, several multiple-variable scenarios are also provided as an example of how this type of methodology can be applied and modified.

Figure 69: Summary of Alternative Funding Models

Jurisdiction	Area	Taxable Market Value	Service Demand	Population	Multiple Variable #1	Multiple Variable #2	Multiple Variable #3
City of Bethel	0.8%	1.7%	1.7%	1.1%	1.5%	1.6%	1.4%
City of Nowthen	28.2%	7.8%	N/A	10.1%	8.2%	6.1%	7.3%
City of Oak Grove	28.2%	15.9%	16.9%	18.3%	17.7%	17.2%	18.5%
City of Ramsey	23.8%	54.3%	39.3%	54.0%	47.5%	46.7%	44.4%
City of St. Francis	19.0%	20.3%	42.1%	16.5%	25.1%	28.4%	28.5%
	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

Figure 70: Multiple-Variable Funding Scenarios

Multiple Variable Weights	
Multiple Variable #1	
Area	10%
Assessed Value	50%
Service Demand	25%
Population	15%
	100%
Multiple Variable #2	
Area	5%
Assessed Value	40%
Service Demand	40%
Population	15%
	100%
Multiple Variable #3	
Area	10%
Assessed Value	5%
Service Demand	45%
Population	40%
	100%

Fire District with Taxing Authority

A fire district with taxing authority within the State of Minnesota is an uncommon entity. In fact, only one currently exists: Cloquet Area Fire District. This district was created by special law in 2009 after the Cities of Cloquet and Perch Lake petitioned the legislature. Today, the district has expanded to include the City of Scanlon as well as providing service to the Fond du Lac Band of Lake Superior Chippewa through a professional services contract.

What makes a district vastly different from a JPA is that the district is an independent quasi-governmental entity with taxing authority granted by the state. In other words, it would stand as a separate unit of local government. The primary advantage to this type of governance model is that the cities involved, would no longer be responsible for fire protection. Rather, the newly created district would have that responsibility as outlined in the enabling legislation. In addition, the covered municipalities would no longer be responsible for *funding* fire protection in their communities. This would lie with the taxing authority of the district.

Unlike the formation of a JPA, the State of Minnesota gives little guidance to how a board of an independent taxing fire district should be determined. Given the lack of guidance, local officials are left with the responsibility to determine how the board of a taxing fire district will be determined prior to requesting special legislation to create that entity.

In the case of Cloquet Area Fire District, the initial board members were selected based on representation from the participating agencies; the City of Cloquet (three) and the Perch Lake Township (two) as well as one at-large member. Since the district has expanded to include the City of Scanlon, one additional representative has been appointed to the board.

Although the Cloquet Area Fire District has chosen to maintain representation from member communities in a more controlled distribution, the creation of a taxing district allows that entity to hold elections at large as part of the general community election. The downside to this method of staffing governing positions is that some communities, particularly those with less dense populations, will not be afforded equal representation given the drastic differences in population levels among the member organizations.

Still, districts with taxing authority can blend the aforementioned methods of governance and have a constant representation from predetermined participants as well as members selected during at-large

elections. Unlike JPA's taxing districts do not have the general option of how to produce revenue. Funding for the fire district is generally realized for ad valorem taxes levied on commercial and residential properties located within the district. The same issues with tax-exempt properties would remain in this situation where risk may be higher but little revenue is realized.

Consolidation under the Single City and Contracting Services

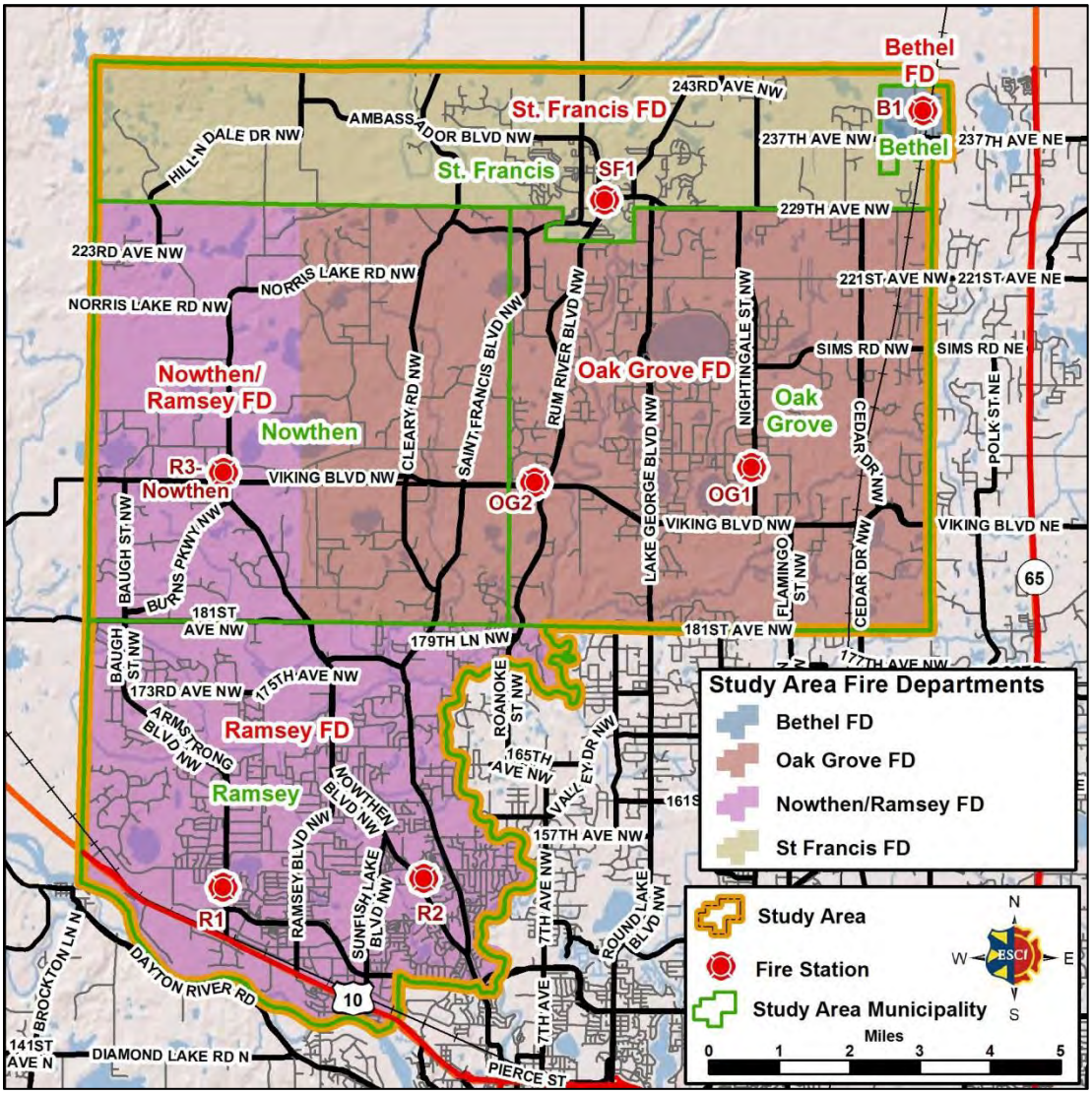
Consolidation of existing fire resources under a single city is the final option evaluated here regarding the future delivery of emergency services throughout the region. In essence, this type of consolidation would eliminate one or more of the existing municipal departments and another would provide fire protection to that city through contract. While this would reduce the layers of governance by one, a contract would be required with each participant. For example, If St. Francis were to eliminate its municipal department and contract with Ramsey for fire protection, a single contract between the two cities would be necessary and Ramsey would assume all fire protection and emergency response duties within the City of St. Francis. The same would be true if St. Francis and Oak Grove were to combine, or St. Francis and Bethel, etc.

This type of arrangement would effectively place all governance, control, and funding in the hands of the city providing fire protection. The surrounding municipalities would contract with that city but would have the option of contracting with any other department in the future if the need arose.

Future Facility and Deployment Considerations

Aside from the potential governance options for the study area, ESCI evaluated the current locations of fire stations in the study area and compared them against service delivery and response performance data. The figure below illustrates the existing station locations.

Figure 71: Fire Station Locations



Based on review of existing station locations, combined with the response performance data that is detailed in the Service Delivery and Performance section of this report, ESCI evaluated the locations of fire stations, the equipment housed therein and the staffing that is available to respond from the stations.

ESCI's analysis finds that the existing fire station locations provide an excellent level of coverage in the study area. In terms of both response times and travel distances, the facilities are appropriately sited and ESCI does not recommend the elimination, addition, or relocation of current fire stations.

Options for Shared Services

In identifying potential cooperative and shared services opportunities, the project team considered the key issues now challenging each agency and community. Some issues represent roadblocks to integration, while others provide a unique chance for improvement. As an element of the review, affected staff and other officials provided local and internal perspective on organizational culture, community expectation, and other significant matters.

The following paragraphs provide a summary of potential shared services strategies available within the study region. Although every attempt has been made to identify all the areas of potential, intimate knowledge of the current system may allow for other areas to be explored outside the parameters of this report.

ESCI usually makes no distinction between unification, consolidation, or merger, tending to use each term interchangeably. The reader should note that when referring to the union of programs or agencies, the operative words are *functional* and *legal.*

Governing bodies should pursue the process of joining two or more fire departments only after concluding that unification is cost-effective and is likely to provide better and/or more efficient service to the public. Each agency's legal counsel should research the particular statutory steps necessary to implement a particular unification strategy. The different processes are not commonly difficult to accomplish, but because the transfer of public assets and liabilities may be involved, the procedure itself can be relatively precise. It is important, therefore, that the agencies have the benefit of competent legal advice throughout the process.

The decision to choose one unification strategy over another is a matter of local policy. Most often, officials choose a preferred course for analytical reasons; however, in certain cases politics or law may rule. Most states actively support cooperation between governments as a matter of policy in the interest of furthering the economy and efficiencies of local government. Generally, functional and operational strategies are always available as options, whereas the legal unification of fire departments is dependent on circumstance.

<u>Baseline Budget Determination</u>

ESCI projects the financial result of any proposed consolidation. The forecast does not attempt to predict the finances of the departments because changes in law and politics are certain to make such

forecasting inaccurate. Rather, ESCI's analysis shows how trends in the cost of labor and other operational expenditures act on the outcome of a consolidation based on 2012 policy and law. The figure below details the combined baseline budget of the departments using 2012 expenditures as the base from which to build future budget models.

Figure 72: Combined Budget by Category, Fiscal Year 2012

	Personnel	Supplies and Services	Capital	Total
Bethel	$13,500	$14,500	$0	**$28,000**
Oak Grove	$156,275	$156,270	$0	**$312,545**
Ramsey/Nowthen	$511,556	$225,100	$136,000	**$872,656**
St. Francis	$143,970	$109,950	$33,122	**$287,042**
Totals	**$825,301**	**$505,820**	**$169,122**	**$1,500,243**

Total costs for personnel services with benefits calculated to $825,301 and account for 55.0 percent of total expenditures in 2012. Materials and services and capital outlay are approximately 33.7 percent of the total current baseline budget. The reader must keep in mind that this baseline budget is a 'snapshot' in time and expenditures, particularly capital, will vary annually. This baseline budget, including budgeted capital expenditures, is used only as a model to determine potential cost savings of future cooperative efforts.

Baseline Personnel

In order to determine the appropriate model moving for any consolidated effort, it is necessary to first review the current levels of staffing with each department. The figure below restates the administrative and support positions within the study departments.

Figure 73: Administrative and Support Baseline Staffing

	Bethel	Nowthen	Oak Grove	Ramsey	St. Francis	Total
Fire Chief - POC	1.0	0	1.0	0	0	2.0
Fire Chief - Career	0	0	0	1.0	0	1.0
Asst. Chief – POC	1.0	0	1.0	2.0	1.0	5.0
Fire Marshal - Career	0	0	0	1.0	0	1.0
Admin. Asst. – POC	0	0	1.0	0	0	1.0
Admin. Asst.–Part time	0	0	0	0.5	0	0.5
Total POC	**2.0**	**0**	**3.0**	**2.0**	**1.0**	**8.0**
Total Career/PT	**0**	**0**	**0**	**2.5**	**0**	**2.5**

In determining the fiscal impact of any potential staffing model, only those personnel that are in paid positions, either career or part-time, are analyzed. It is assumed that any POC positions will remain in their current roles and responsibilities and that their fiscal impact will remain unchanged. The combined departments have a total of two full-time, one part-time (0.5 FTE) and eight POC administrative and support personnel. This equates to a ratio of administrative and support staff to total personnel of approximately 8.5 percent; which falls below the typically expected range of 10 to 15 percent.

The following figure lists each department's current operational personnel resources and includes only those who are assigned to emergency field operations as a primary responsibility and schedule accordingly. All operational personnel in the study area are POC employees.

Figure 74: Field Operations Baseline Staffing

	Bethel	Nowthen	Oak Grove	Ramsey	St. Francis	Total
Captain – POC	1	0	2	3	1	7
Lieutenant – POC	2	0	5	3	4	14
Training Officer – POC	0	0	0	1	1	2
Inspector – POC	0	0	0	0	1	1
Firefighter – POC	7	0	22	43	15	87
Total POC	**10**	**0**	**29**	**50**	**22**	**111**

As with the administrative and support staff above, only those personnel that are paid, either career or part-time, are analyzed. It is assumed that any POC positions will remain in their current roles and responsibilities and that their fiscal impact will remain unchanged. As shown in the figure above, there are no full-time career personnel assigned to primarily operational functions.

In determining the potential savings due to cooperative efforts, major savings are typically seen from three primary areas of increased efficiency; facilities, apparatus and personnel. From a facility and apparatus perspective, the current deployment of fire stations is deemed appropriate for the geography and population distribution of the study area and no eliminations are recommended. Since no stations are recommended for elimination, little in the way of apparatus reduction would be recommended. While some apparatus, under a joint system, would be considered redundant and could be eliminated, no study department is heavily over-resourced. Finally, most personnel savings come from the elimination of surplus staff; whether administrative and support or operational. Since no operational staff are considered career personnel, no savings would be realized with a consolidation department,

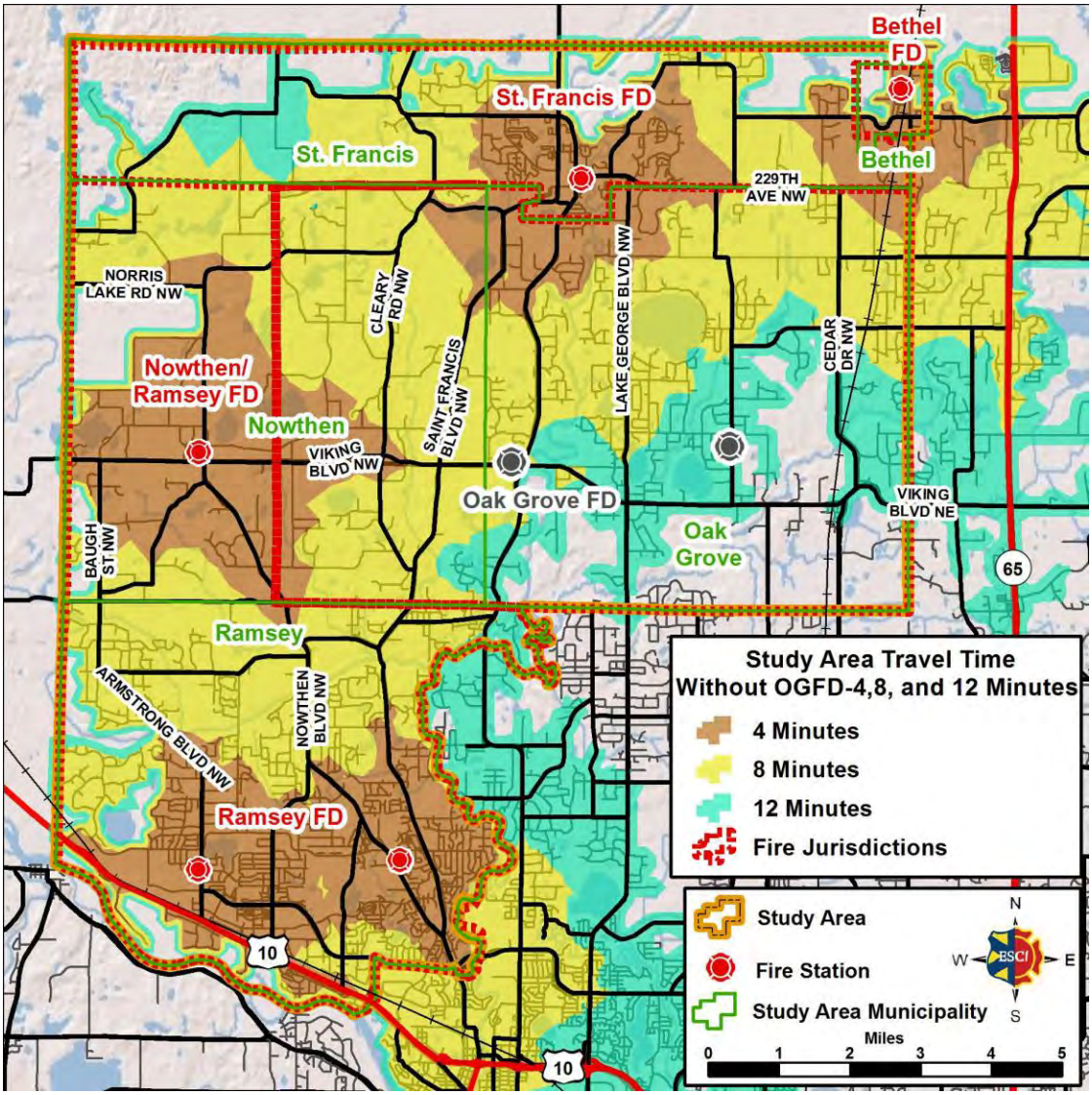
regardless of configuration. In addition, only 2.5 career administrative and support positions are identified and these would not be recommended for elimination under a combined organization regardless of configuration.

In short, given the current deployment of capital assets and the predominantly paid-on-call system in place, no savings would be realized from a consolidated organization. This is not to say that some level of efficiency would not be gained. Through a combined department, increases in coordination would be seen as well as a more integrated operational force during emergency incidents. While differences currently exist between the relief associations of the study organizations, changes would be necessary to combine the department's relief funds. This may require a financial investment based on the model chosen moving forward but until that model is chosen, little in the way of projection can be formulated.

Operational Cooperative Effort Alternatives

The full study area has already been discussed and would be the optimum model for the region given the size and shape geographically. However, ESCI understands that some agencies/municipalities may choose not to join the larger effort. The question was raised regarding the impacts that would result if one or more of the participating agencies were to withdraw from the regional collaborative effort. In order to provide the study participants with several options related to future service delivery, ESCI evaluated a number of alternative deployment scenarios. The first scenario involves the exclusion of OGFD in a regional effort as illustrated in the following map.

Figure 75: Regional Deployment without OGFD

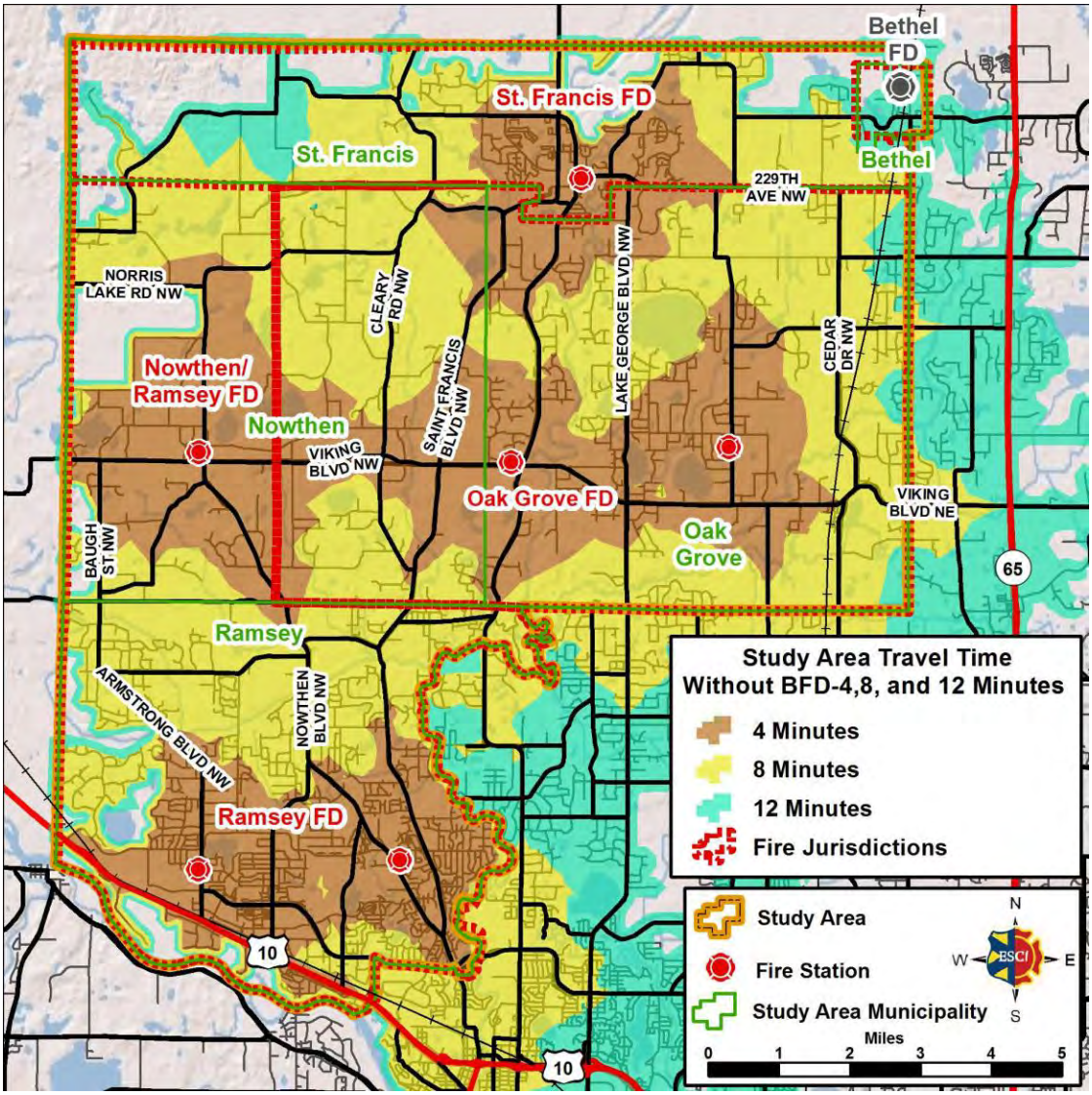


As can be seen in the figure above, the exclusion of OGFD leaves a substantial deployment gap in the four-minute travel model. Under current arrangements, mutual aid between the study agencies has been used to supplement each department's response in areas along the municipal borders. Under this scenario, response effectiveness will be compromised, requiring that current mutual aid practices be enhanced to include automatic aid through a more formal agreement that ignores municipal boundaries and allows for a 'closest station' response rather than focusing on jurisdictions.

It should be noted here that while the exclusion of OGFD in the deployment model does reduce the four-minute travel model effectiveness, the service demand within the Oak Grove response area (as well as Bethel) represents a small portion of the overall region's incident volume; therefore, the impact to response capability is minimal.

The second scenario involves the exclusion of BFD in the regional plan and is illustrated in the following figure.

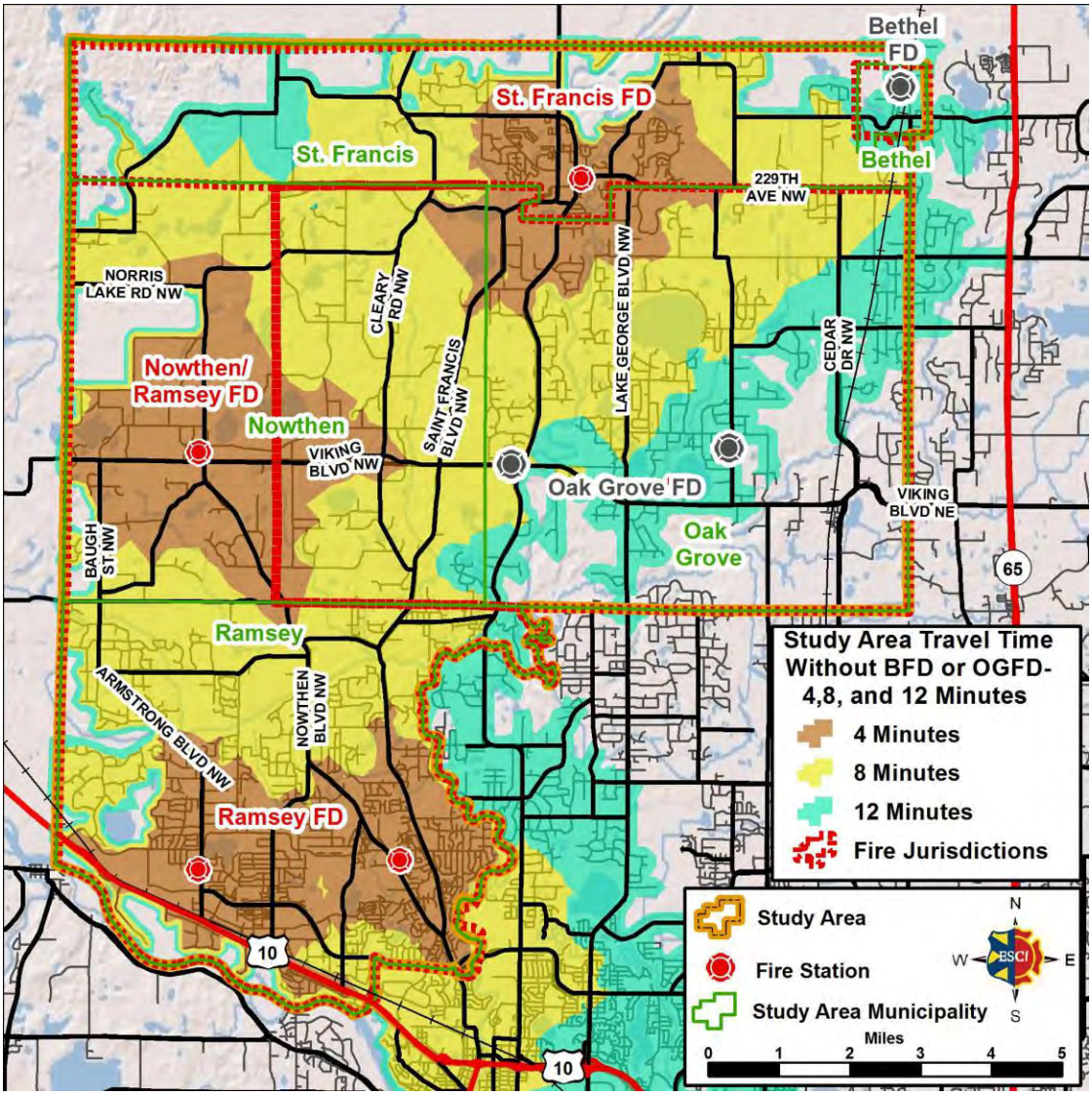
Figure 76: Regional Deployment without BFD



Under this approach, it is assumed that BFD would not participate in a regional model, which would decrease the regional response capability, particularly in eastern St. Francis and northern Oak Grove. As with the previous scenario, these departments already benefit from mutual aid in these areas; should this option be implemented, formal automatic aid would improve the overall regional response.

The third and final alternative deployment scenario involves a combination of the previous two where BFD and OGFD both withdraw from future cooperative deployment efforts. The following map demonstrates this scenario.

Figure 77: Regional Deployment without OGFD or BFD



In order to evaluate each alternative against another, the following figure compares the service demand coverage and impact on response times within each of the alternative deployment scenarios.

Figure 78: Summary of Service Demand Coverage Capabilities

	4 Minutes	8 Minutes	12 Minutes
Full Consolidation	73.5%	97.2%	99.0%
Alternative 1 (OGFD Out)	75.5%	97.2%	99.0%
Alternative 2 (BFD Out)	71.7%	96.5%	99.3%
Alternative 3 (OGFD & BFD Out)	73.4%	96.6%	99.0%

Which of the aforementioned scenarios are chosen will ultimately determine the funding and governance model. This decision, as well as determining the details of operations, will be made during the implementation process discussed later in this report.

Functional Cooperative Efforts Strategies

Later in the report ESCI will evaluate and present the potential options that are available for combining the study departments into one or more new and larger agencies. However, ESCI also understands that cooperative efforts and shared services can take on a much different look. As mentioned previously, there are various methods by which to cooperate between departments and improve the overall efficiency of the organizations within a given region. This section will present various functional shared services options that any two or more departments may participate in to gain efficiencies, contain costs and increase effectiveness.

The following strategies are those that may be implemented as separate, stand-alone, agencies, absent legal merger and they may be viewed as a pre-cursor to future, more formal consolidation and/or merger initiatives.

Enhanced Use of Mutual and Automatic Aid

The agencies in the study area currently utilize Mutual and Automatic Aid. If more closely examined, opportunities to further enhance existing practices may be recognized.

<table>
<tr><th colspan="2">Enhanced Mutual and Automatic Aid Agreements</th><th>Timeline: Short term</th></tr>
<tr><td colspan="3">Objective: Enhance existing mutual and automatic aid agreements and formalize those agreements with city council approval.</td></tr>
<tr><td colspan="3">Summary Background: One of the most elemental levels of cooperative service delivery is that of the sharing of valuable resources, both equipment and people. A primary means for sharing resources is by the use of Mutual Aid and Automatic Aid. Mutual Aid involves establishing agreements under which a fire department can request and receive equipment and personnel support for an emergency incident from a neighboring fire department. Automatic Aid is the same, with the exception that it is automated based on dispatch protocols, absent the need for an incident commander to request the assistance.</td></tr>
<tr><td colspan="3">Policy Action: Review mutual aid and automatic aid procedures that are currently in place to identify opportunities to increase effectiveness. In jurisdictions for which Automatic Aid procedures have not yet been established, complete the implementation process. Review response times, including the maps provided in this report, to identify areas in which Automatic Aid can be initiated to enhance response. Do not limit consideration to the study agencies, but include review of station locations and travel times from other neighboring fire departments.</td></tr>
<tr><td colspan="2">Pro
• Formalization of existing agreements
• Identification of responsibilities, duties and liabilities
• More efficient response
• Reduced requirements on command personnel (automatic dispatch)
• Increased interdepartmental cooperation</td><td>Con
• Potential of imbalance in responses
• Substantial differences in current equipment load lists, compartmentation and staffing models</td></tr>
<tr><td colspan="3">Fiscal Considerations:
• Number and frequency of responses
• Volume of equipment and personnel sent to incidents outside of the agency’s jurisdiction
• The cost of implementing these practices is generally offset by the fact that a similar level of assistance is provided by another agency in return. As a result, an organization may be able to avoid costs if Mutual or Automatic Aid resources are made available instead of adding new stations, apparatus and personnel to provide coverage in a response area.</td></tr>
</table>

Pre-Incident Planning

More effective use of pre-incident planning practices in the agencies will increase effectiveness of fire suppression efforts while also increasing firefighter safety.

<table>
<tr><th colspan="2">Develop Uniform Pre-Incident Planning Processes</th><th>Timeline: Short term</th></tr>
<tr><td colspan="3">Objective: Provide a system of shared operational plans for use during emergencies and non-emergent incidents.</td></tr>
<tr><td colspan="3">Summary Background: Pre-incident plans are an important part of the emergency response system to provide essential information on specific structures and processes. Through timely planning, strategy and tactics can be developed before an emergency occurs. Pre-incident planning involves evaluating protection systems, building construction, contents, and operating procedures that may impact emergency operations.</td></tr>
<tr><td colspan="3">Policy Action: Inventory current pre-incident planning development in each agency. Evaluate commonality between current systems of pre-incident planning. Consider the establishment of a committee to develop building criteria and data for inclusion in pre-incident plans. Develop a timeline for the implementation, completion, and review of pre-incident plans.</td></tr>
<tr><td colspan="2">Pro
• Increased safety for all regional responders
• More accuracy in planning of critical properties and high risk occupancies</td><td>Con
• None</td></tr>
<tr><td colspan="3">Fiscal Considerations:
• Current hardware and software assets and cost to upgrade or purchase hardware and software, if desired
• Number of facilities/buildings with existing pre-incident plans versus those yet to be developed
• Pace of new construction requiring pre-incident plans
• Personnel costs to gather and assemble plans
• Unquantifiable potential for prevention of injury or death to emergency responders and the public</td></tr>
</table>

Regionalized Incident Command

Incident Command practices vary between the subject agencies. Standardization of a regional approach is important, as has been recognized in the form of a county-wide system that is currently being developed in the area.

<table>
<tr><th colspan="2">Implement Regional Incident Command and Operational Supervision</th><th>Timeline: Short term</th></tr>
<tr><td colspan="3">Objective: Provide for IC (Incident Command) supervision of emergency operations. Provide for supervision of Paid per Call personnel during routine operations.</td></tr>
<tr><td colspan="3">Summary Background: The fire chiefs in the study departments have authority and responsibility for all aspects of day-to-day operations and personnel management. The chief will also assume command of emergency incidents or the role may be assumed by other trained command level officers in the department.</td></tr>
<tr><td colspan="3">Policy Action: Use standards of coverage and deployment planning to determine an appropriate level and number of incident commanders that may be needed at an incident. Compare current incident command practices and training activities to determine what is needed to combine them. Conduct joint incident command training exercises.</td></tr>
<tr><td colspan="2">Pro
• Improved communications for scene command and control
• Increased efficiency in scene size-up and request for additional resources
• Improved interdepartmental cooperation</td><td>Con
• None</td></tr>
<tr><td colspan="3">Fiscal Considerations:
• No significant financial considerations.</td></tr>
</table>

Administrative and Support Services

The contractual arrangement between Ramsey and the cities of Nowthen and St. Francis serves as a good example of how administrative and support services can be combined. The concept may be further applied to include Bethel and Oak Grove, if deemed appropriate.

<table>
<tr><th colspan="2">Combine Administrative and Support Services</th><th>Timeline: Short term</th></tr>
<tr><td colspan="3">Objective: Combine the administrative elements of all agencies to promote improved efficiencies by eliminating duplication across the study region.</td></tr>
<tr><td colspan="3">Summary Background: An administrative consolidation occurs when two or more agencies maintain their separate legal status and separate operational elements but combine some or all of their administrative functions.</td></tr>
<tr><td colspan="3">Policy Action: Evaluate current administrative and support duties and responsibilities. Identify redundancies and potential reductions. Determine appropriate levels of staff.</td></tr>
<tr><td colspan="2">Pro
• Improved interdepartmental consistency in human resources, hiring, payroll and other administrative functions
• Reduction in redundancy resulting in better efficiency
• Potential for moving redundant positions to operational roles</td><td>Con
• Potential loss of individual departmental identity
• Difficulty in merging payroll and other human resources systems</td></tr>
<tr><td colspan="3">Fiscal Considerations:
• Could result in lower personnel costs by removing redundant positions
• May require new personnel management IT systems</td></tr>
</table>

Shared Health and Safety Programs

The health and safety of firefighters is critical. Establishing a shared approach to addressing these needs in the Ramsey area can be beneficial to all five organizations.

<table>
<tr><th colspan="2">Develop a Regional Health and Safety Program</th><th>Timeline: Short term</th></tr>
<tr><td colspan="3">Objective: Provide a fire-service related health and safety program</td></tr>
<tr><td colspan="3">Summary Background: A single method and source for providing occupational and health services may provide savings through economies of scale and reduced worker's compensation costs. The Minnesota Department of Labor and Industry (DLI), provides guidance on the formation and management of health and safety program. Additionally, NFPA 1500, Standard on Fire Department Occupational Safety and Health Programs, provides the minimum requirements for a fire-service related occupational safety and health program.</td></tr>
<tr><td colspan="3">Policy Action: Identify applicable requirements and standards for safety committees as established by Minnesota statute. Meet with representatives of both organizations to develop a jointly administered safety program. Determine required and desired specifications for an occupational safety and health program. Create a single personnel policy for occupational safety and health. Conduct baseline testing for firefighters without previous audio and lung function baseline records.</td></tr>
<tr><td colspan="2">Pro
Improves health and safety of all personnel across the region
Ensures that all personnel are receiving the same health benefits
Can potentially identify high risk personnel and allow for pre-treatment of serious conditions</td><td>Con
Will increase costs of those departments that do not currently operate a comprehensive health and safety program.</td></tr>
<tr><td colspan="3">Fiscal Considerations:
Occupational medicine programs are often menu driven. Items selected for inclusion in the program determine the final cost.
Additional financial factors involve whether the fire departments elect to exceed mandated requirements, perform some of the occupational medicine functions internally, or consolidate the occupational medicine program with interrelated programs.
Interrelating programs that share functions include wellness, infectious disease, FIT testing, EMS, and hazardous materials.</td></tr>
</table>

Capital Replacement Planning

Planning for long term replacement of capital assets was identified as a shared need between all of the agencies. Four of the five cities have replacement schedules in place for fire apparatus, which is commendable. Limited planning has been completed with regard to fire stations and other fixed facilities. Approaching planning from a regional perspective offers opportunities for cost savings and operational efficiencies.

<table>
<tr><th colspan="2">Regional Capital Replacement Planning</th><th>Timeline: Short term</th></tr>
<tr><td colspan="3">Objective: Adjacent agencies should work together to adopt a regional capital replacement plan that adequately funds the purchase of future apparatus. Outside regional cooperation, each city should adopt such a plan.</td></tr>
<tr><td colspan="3">Summary Background: Each fire department uses and maintains a variety of emergency apparatus types. Among the common types of apparatus, each department uses equipment of different makes, models, and configurations. A standard specification and procurement process for each apparatus type would result in lower cost, faster production, and training efficiencies.</td></tr>
<tr><td colspan="3">Policy Action: •Assemble data on current department apparatus, including: age, mileage, operating hours, maintenance costs, cumulative down time, and annual test results. Use the information to create a single apparatus refurbishment/replacement plan and schedule. Determine the replacement interval and projected life expectancy of each apparatus. Examine the merits of extending the useful service life of apparatus through rehabilitation and refurbishment.</td></tr>
<tr><td colspan="2">Pro
• Formalizes capital replacement and identifies it as a priority
• Allows for long-range planning for apparatus and equipment replacement
• Reduces the need for special financing or bonding to purchase high value items</td><td>Con
• Will require a substantial investment to bring current fleet up to necessary levels for future funding
• Will require additional annual funding to ensure that the plan is fully funded</td></tr>
<tr><td colspan="3">Fiscal Considerations:
• Time and effort savings by preparing fewer bid specifications.
• Effort avoided by conducting fewer bid processes.
• Investigate the letting of apparatus bids for periods longer than one year.
• Cost savings in acquiring emergency fire apparatus.
• Consider the purchase of stock versus custom apparatus.
• Consider leasing versus outright purchase of emergency apparatus.</td></tr>
</table>

Apparatus and Equipment Purchasing

In concert with the above initiative, purchasing of fire apparatus and equipment can be shared, often resulting in significant cost savings and/or future cost avoidance.

<table>
<tr><th colspan="2">Joint Purchasing of Equipment and Apparatus</th><th>Timeline: Long term</th></tr>
<tr><td colspan="3">Objective: Create a single set of emergency apparatus specifications and provide for single-source uniform emergency apparatus for all study fire agencies.</td></tr>
<tr><td colspan="3">Summary Background: The study fire departments use and maintain a variety of emergency apparatus types and equipment such as self-contained breathing apparatus (SCBA), personal protective equipment (bunker gear, helmets, gloves, etc.), and all sorts of small and large tools and ancillary equipment . Among the common types of apparatus and equipment each department uses different makes, models, and configurations. A standard specification and procurement process for each apparatus and equipment type would result in lower cost, faster production, training efficiencies, and safer and more efficient scene operations. A joint purchasing program can also lead to a long-term program of sharing equipment across the region to enhance the capabilities of all participating departments. This could include a joint capital replacement plan that encompasses all heavy rolling stock within the region.</td></tr>
<tr><td colspan="3">Policy Action: Use provided data on current multi-agency fleet to generate a comprehensive apparatus replacement schedule including agreed upon replacement interval and projected life expectancy of all equipment. Examine the potential of refurbishment, rehabilitation, or remounting of apparatus if feasible and evaluate technological updates necessary in small tools and safety equipment. Develop and follow a prescribed load list for apparatus standard equipment.</td></tr>
<tr><td colspan="2">Pro
The cost savings of purchasing a stock unit is often 20 percent or more when compared to a custom unit.
Consistency in equipment and compartments on apparatus can increase on scene efficiency and effectiveness.
Ease of training personnel from multiple agencies on use and operation of apparatus and equipment.
Apparatus can be painted in accordance with current department models without losing effectiveness of consistency in construction and operation.</td><td>Con
Potential loss of customization by study agencies.
Long process of increasing consistency.
Specialization of apparatus based on community risk will impact certain equipment needs.</td></tr>
<tr><td colspan="3">Fiscal Considerations:
Time and effort savings by preparing fewer bid specifications.
The prospect for conducting fewer bid processes.
Cost savings in acquiring emergency fire apparatus and equipment.
Consider the purchase of stock versus custom apparatus.
Consider leasing versus outright purchase of emergency apparatus.</td></tr>
</table>

Shared Recruitment and Retention Efforts

All of the participating agencies depend heavily on the use of Paid on Call responders and, as a result, share a common need for recruitment and retention of capable personnel. Shared recruitment and retention activities offer the opportunity to pool personnel resources and offer additional gains, as noted below.

<table>
<tr><th colspan="2">Joint Recruitment and Retention Program</th><th>Timeline: Short term</th></tr>
<tr><td colspan="3">Objective: Create a regional recruitment program that draws on the specific demographics of the communities served and coordinates hiring processes that provides for consistent application and evaluation components. Make retention programs (pay, benefits, etc.) more consistent in order to prevent personnel from leaving one agency and joining another.</td></tr>
<tr><td colspan="3">Summary Background: A joint recruitment and retention program would allow all the study departments to pool their resources and apply for regional grant opportunities in order to attract more paid-on-call personnel to the system.</td></tr>
<tr><td colspan="3">Policy Action: Evaluate the demographics and potential of each community regarding paid-on-call personnel. Work as a region to develop and implement a joint recruitment program. Apply for a joint grant that covers the entire region’s recruitment efforts. Support other departments as applications come in through a system of coordinated review. Work as a region to make pay and benefits more consistent. Work with each municipality to align relief association benefits across the region.</td></tr>
<tr><td colspan="2">Pro
• Reduced costs of recruitment and application processes.
• Potential for regional grants for recruitment and retention programs.
• Information sharing between departments on potential members.</td><td>Con
• Potential of increased costs due to alignment of relief association benefits for existing members.
• Increase in soft costs of coordinating recruitment campaigns and application review processes.</td></tr>
<tr><td colspan="3">Fiscal Considerations:
• Time and effort savings by joining recruitment efforts.
• The prospect of potential grant funding for a regional effort.
• Potential cost savings in conducting coordinated application reviews and background checks.</td></tr>
</table>

Regionalized Training Opportunities

Training of emergency responders is a need that is common to all five organizations. Currently, training is generally conducted independently, offering opportunities to address shared training needs based on a regionalized perspective.

<table>
<tr><th colspan="2">Regional Training Program</th><th>Timeline: Short term</th></tr>
<tr><td colspan="3">Objective: Consolidate training programs to provide more options for volunteer attendance and to capitalize on the instructor base of each agency.</td></tr>
<tr><td colspan="3">Summary Background: In regard to ongoing training, the departments currently have separate training programs, which may limit instructional opportunity, duplicate recordkeeping, and foster separation of workgroups. This is already being done to a certain degree regarding recruit training. This program should be expanded to include ongoing continuing education for all levels of personnel.</td></tr>
<tr><td colspan="3">Policy Action: Agencies should expand the current model of joint initial training and develop joint ongoing training program standards and objectives that comply with published standards and effectively address all mandatory training requirements.</td></tr>
<tr><td colspan="2">Pro
• Personnel would have more options to attend training on alternative days/nights.
• Interagency training opportunities with consistent instruction should result in enhanced emergency scene cooperation, teamwork, and performance.
• Reduced cost and duplication of effort in the planning and development of course materials.
• Broader array of topics, apparatus, tasks, and evolutions for the volunteers to experience.
• The program could easily expand to include other agencies, further enhancing the training opportunities throughout the region.</td><td>Con
• Cooperative effort may result in less agency-specific training and flexibility.</td></tr>
</table>

Regional Training Program	**Timeline:** Short term

Fiscal Considerations:

- A reduction in duplicated staff effort (reduces soft costs) and training staff to develop similar but separate programs based on the same or differing standards.
- A potential for reduced specialized training costs through a larger pool of personnel.
- The elimination of duplicated staff effort (reduces soft costs) in the selection, development, and updating of separate training manuals.
- Instructional time is likely impacted during multi-agency training sessions by reducing or eliminating the time devoted to adaptive or remedial training.
- An emergency workforce trained under a cooperative system is more efficient and effective in reducing property damage and loss during emergency incidents.
- An elimination or reduction in duplicated staff effort (reduced soft costs) in the creation and updating of multiple training plans.
- Instructional time is increased during multi-agency training sessions with personnel trained to selected certification levels.
- A reduction in costs through coordination of shared training resources and equipment.
- Economies of scale in the collective purchase, use, and maintenance of a single RMS.

Regionalized Fire Prevention and Public Education

Like training, fire prevention and public education needs are similar in the participating agencies. As discussed in the Evaluation of Current Conditions section of this report, prevention focus varies considerably between each of the participants. Collaboration in the area of fire prevention and public education offers multiple advantages, as discussed below.

<table>
<tr><th colspan="2">Regional Code Enforcement and Life Safety Education Program</th><th>Timeline: Mid term</th></tr>
<tr><td colspan="3">Objective: Provide for a Uniform Fire Code with a single set of local amendments that apply to new construction, remodels, and tenant improvements as well as providing for cost effective, regional code enforcement activities and life safety education programs.</td></tr>
<tr><td colspan="3">Summary Background: The municipalities comprising the study region have adopted the state fire code and, with only a few exceptions, each has added local amendments to address issues considered unique to the jurisdiction. Several have imposed more stringent fire sprinkler requirements. Adopting a single fire code would benefit the fire departments, developers, and the citizens of the region. One such benefit includes a decrease in the cumulative cost of individually developing local amendments to the fire code. This could take the form of a county-funded fire marshal's office to oversee the county-wide program and provide code enforcement and inspections services throughout the unincorporated area.</td></tr>
<tr><td colspan="3">Policy Action:
• Formalize the creation of the coalition through a written agreement.
• Involve others from outside the area and from non-traditional groups (insurance industry, educators, SC State Fire Marshal, media).
• Create standardized messages that can be used across the region.
• Learn from others. Model the coalition after other successful regional public fire safety education programs.
• Some agreements related to current local amendments could be affected by changes or the adoption of new amendments.
• Agencies must work closely with all building officials in the adoption of local amendments.
• Develop a model citation program for local adoption as part of the local amendments.</td></tr>
<tr><td colspan="2">Pro
• Fire codes and enforcement of those codes would be more consistent throughout the region.
• Municipalities can share resources to ensure that programs are delivered throughout the region.
• Reduced cost by consolidated resources.</td><td>Con
• Loss of local control of inspection program.
• Potential loss of municipality-specific education programs.</td></tr>
</table>

Regional Code Enforcement and Life Safety Education Program	**Timeline:** Mid term

Fiscal Considerations:

- The elimination of duplicated staff effort in the creation and distribution of public fire safety education messages reduces soft costs.
- Cost savings can be achieved through group purchasing of materials and other media.
- Departments currently without a presence in public education efforts would see a cost increase.
- Marginal costs of creating a single fire code should compare favorably against the reduced level of effort required individually by the agencies.

Unification of Standard Operating Guidelines

Each of the agencies has developed Standard Operating Guidelines that are well established. While the SOGs are generally acceptable as they stand, efforts to standardize the procedures regionally will improve operating efficiency and, most importantly, firefighter safety.

<table>
<tr><th colspan="2">Unified Standard Operating Guidelines/Procedures</th><th>Timeline: Short term</th></tr>
<tr><td colspan="3">Objective: Provide guidelines for operation during emergencies, emergent, and non-emergent incidents.</td></tr>
<tr><td colspan="3">Summary Background: Currently each fire agency in this study is responsible for developing a unique set of standard operating guidelines for their organization.</td></tr>
<tr><td colspan="3">Policy Action: Adopt common operational guidelines that are kept in electronic format for ease of updating and distribution. Give initial and recurring education to personnel on the use of the joint guidelines. Provide for periodic review of manuals and update as necessary.</td></tr>
<tr><td colspan="2">Pro
• Improvement in on-scene safety, efficiency and effectiveness of personnel.
• Reduced confusion in the delivery of service.
• Common methods of approach</td><td>Con
• Limited individuality in specific administrative policies and procedures.</td></tr>
<tr><td colspan="3">Fiscal Considerations:
• The elimination of duplicated staff effort in the creation and updating of standard operating guidelines will reduce soft costs.
• Instructional time optimized during multi-agency training sessions by excluding time devoted to adapting to differing procedures.</td></tr>
</table>

Findings, Recommendations and Plan of Implementation

This section of the report describes a recommended process for moving forward with the potential implementation of a cooperative service delivery effort. The word potential is used here because a part of this process includes the policy decisions necessary to determine, based on the results of the study, whether there is sufficient desire among the political bodies of the organization to continue with the process or not. The implementation begins with that step.

Findings and Recommendations

Based on the analysis completed by ESCI during this process, it is obvious that the study fire departments have historically worked well together and continue to do so today. While a certain level of cooperative efforts is in effect currently, there is additional room for improvement and increased efficiency. The City of Nowthen already receives fire protection through the City of Ramsey and the City of St. Francis is already using Ramsey Fire Department to provide fire department oversight through a contracted fire chief. It would make sense that these three organizations continue along the path of organizational integration and become a single operating entity. This can be accomplished by any of the methods discussed previously. Which method is ultimately chosen is a policy decision based squarely in the hands of the elected officials within each community.

It is ESCI's belief that, upon the implementation of this three-city cooperative effort, the City of Bethel would be the next likely partner. Given that the city is currently surrounded on three sides by St. Francis, inclusion of this agency into the larger department would also be considered feasible. While the City of Oak Grove is large and diverse, the department could benefit from also joining the cooperative effort by eliminating the need for mutual and/or automatic aid, particularly in the western and northern portions of their existing response area.

Plan of Implementation

This section of the report describes a recommended process for moving forward with the potential implementation of a cooperative service delivery effort. The word potential is used here because a part of this process includes the policy decisions necessary to determine, based on the results of the study, whether there is sufficient desire among the political bodies of the organization to continue with the process or not. The implementation begins with that step.

Conduct Vision Session(s) with Policymakers

The initial stage of implementation begins with the most elementary decision: "Do we want to move forward or not?" It is extremely important that, at this stage of the process, it is clearly recognized that this is a public policy decision on the part of the governing entities involved. A decision to consider altering the way in which a critical public safety service is provided, in some cases even permanently altering the governance of those services, is clearly in the purview of the elected bodies. While senior management input should be considered, the final decision should not rest at any level lower in the organization than those who are elected to represent the customers.

For this reason, it is recommended that the elected representatives meet together for the initial discussion of the feasibility study and its projected operational and fiscal outcomes. Depending on the number of elected officials, the policymakers can decide whether to include all elected officials or a representative group assigned to represent each governing entity. During this policy stage, involvement by additional staff should be kept to a minimum, perhaps at the senior management level, and then for the sole purpose of providing technical support. It is important to limit the ability for the process to be "hijacked" at this point by strenuous arguments for or against the idea from those operations level personnel whose opinions may be influenced by turf, power, or control issues. Stakeholder input is important, but plentiful opportunity can be provided for this once the policy bodies have determined what is in the best interest of their citizens as a matter of public policy.

It is equally important that the policy bodies recognize exactly what decision is being considered in the initial vision meetings. The purpose is to weigh the strategies, operational advantages, fiscal outcomes, and potential impediments of the feasibility to determine whether to commit local resources to move the process forward. The decision is not, at this point, a final decision to "flip the switch". The final commitment to take legal actions necessary to finalize implementation of any given strategy will come much further into the process.

This initial vision meeting can be likened to the court process known as a probable cause hearing. The purpose of such a hearing is for a judge or grand jury to determine if sufficient evidence exists to warrant an arrest and a trial. The probable cause hearing does not determine the final verdict or sentence. That occurs after the much more thorough process and deliberation of the trial. Likewise, the vision meetings are for the policymakers to judge whether sufficient evidence exists to warrant moving forward. The final verdict on whether to take legal or contractual actions to implement will come after

weeks, months, or even years of additional detailed planning work involving stakeholders, operations staff, legal counsel, finance personnel, and others. As this actual implementation planning work moves forward, there may be several points at which new information or undefeatable obstacles arise that cause one or more communities to decide not to finalize and implement the plan.

The term “vision session” is used here because the policymakers will be determining their joint decision on a future vision toward which the additional work of implementation will be directed. In many cases, several legal, operational or functional strategies are presented as being feasible in the study. These may involve various options for governance, finance, and organizational structure. Which one or ones should the entities pursue, if any? This will become the joint vision of the policymakers.

One of the best methods for initiating this vision process is to begin with policymakers sharing an open discussion of critical issues. Each entity representatives can present a short description of those critical issues, service gaps, or service redundancies that might be concerning them relative to their provision of public safety services. As each entity takes their turn presenting these issues, a picture typically emerges of those shared critical issues that two or more of the entities have in common. This assists in focusing the discussion on which of the feasible options from the study best address those critical common issues and how.

As the discussion focuses on those feasible options with the greatest opportunity to positively impact shared critical issues, the discussion can expand to the strengths and weakness of the strategies relative to the conditions, financial abilities, and cultural attitudes of the communities involved. There should be a concerted effort to remain at a policy level without becoming overly embroiled in operational discussions of implementation details. Those will be addressed once a common vision has been established for a future strategy that is in the best interest of all the communities involved.

This is also the time that communities may make the decision to opt out of further involvement. This may occur for a number of reasons. There may be legitimate concern that an individual community does not truly share an adequate number of common critical issues with the other communities. There may also be a legitimate concern that the feasible strategies do not do enough to benefit a given community and would leave it with too many remaining critical issues. And, of course, there is always the possibility that a given community will not feel that the projected financial outcome is within their ability or provides a cost-benefit that is better than their current situation. Any such decisions by one or more communities should not be considered a discouraging factor, for that is the very purpose of the vision

sessions. In many cases, other remaining entities continue moving forward with a shared vision for cooperative service delivery even after one or more communities determine not to.

The goal of the vision session(s) is to come out with a decision by the policy bodies on whether to continue with the next steps and, if so, what direction those steps should take. The vision should be sufficiently decisive as to be actionable by senior appointed officials and staff. While there will be many, many details to work out in the implementation process, the vision should clearly articulate the intention of the agreeing policy bodies on the desired outcome from the specified cooperative service strategy or strategies. Once this occurs, the real work begins.

After setting the joint vision, this policymaker group should meet together at set intervals, or as needed, to hear the progress of the Implementation Committee and its Working Groups and refine direction when necessary. The appropriate interval will depend on the situation and the complexity and length of the process itself, but often a quarterly meeting is sufficient.

Establish a Joint Implementation Committee

The next step in the process is to establish a Joint Implementation Committee that will be given the overall responsibility with leadership and management of the planning and implementation process. This will be the "nuts and bolts" group that works through the details, overcomes the challenges, reacts to new information, and makes many of the actual decisions on the implementation plan. This group should have much wider representation from stakeholders both inside and outside of the individual organizations involved. Membership in the Joint Implementation Committee may include senior management personnel and, where appropriate, labor representatives. The following is an example of a Joint Implementation Committee:

- City Manager (or equivalent) from each community
- Fire Chief
- Finance Director from each community
- Volunteer representatives from each volunteer organization involved

The Joint Implementation Committee should select a chair or co-chairs to function as organizers and facilitators for the committee meetings. In addition, their first order of business should be to determine the rules and procedures of this committee. This should include such items as:

- How often does this group meet (monthly is typical)?
- How are absences handled (assigned alternates are recommended)?

- How does communication (occasionally secure) within this committee take place?
- How will meetings be conducted? Are there "rules of conduct" for the meetings?
- Under what circumstances will the meetings be opened to attendance by non-members?
- How will the group pursue consensus? When voting is necessary, how will that occur?

Develop an Implementation Strategic Plan

Once the ground rules have been set, the Joint Implementation Committee should schedule a strategic planning process. Consideration should be given to having this strategic planning process directed by neutral outside professionals trained in strategic planning facilitation. The strategic planning process should be held in a neutral setting away from the daily activities and noise of the usual office environment. It need not be an expensive retreat, but it should be organized in a way to focus energy and attention exclusively to the planning process for its duration.

The purpose of the initial strategic planning session should be as follows:

- To further articulate and refine the joint vision set by the policy bodies.
- To identify critical issues that will be met as the implementation process unfolds
- To identify potential impediments to implementation from:
    - Organizational culture
    - Availability of data and information
    - Lack of sufficient staff to carry through implementation processes
    - Outside influences and time demands
- To set the specific goals and objectives of the implementation process and the timelines for accomplishment
- To establish the necessary Implementation Working Groups

This process should result in the preparation of an implementation planning document that can be shared with the policy body, stakeholders, and others who will be involved in or affected by the implementation process. The document should provide the joint vision, describe the cooperative service strategy or strategies being pursued, the desired outcome, the goals that must be met in order for implementation to be achieved and the individual objectives, tasks and timelines for accomplishment. When fully and adequately prepared, this document will serve as the master "road map" for the process and will help guide the next steps of developing working groups and assigning responsibilities.

Establish Implementation Working Groups

As part of the implementation strategic planning process, various Implementation Working Groups should be established that will be charged with responsibility for performing the necessary detailed

work involved in analyzing, weighing and deciding on specific processes. Membership for these Implementation Working Groups should be roughly identified as part of that process as well.

The number and titles of the working groups will vary, depending on the type and complexity of the strategies begin pursued. However, the following list provides some typical working groups used in most consolidation processes and a description of some of their primary assigned functions and responsibilities.

Governance Working Group

This group will be assigned to examine and evaluate various governance options for the cooperative service effort. A recommendation and process steps will be provided back to the Joint Implementation Committee and the Policymaker Group. Once approved, this working group is typically assigned the task of shepherding the governance establishment through to completion. The membership of this group typically involves one or more elected officials and senior city/district and agency management.

Finance Working Group

This group will be assigned to review the financial projections contained in the feasibility study and complete any refinements or updating necessary. The group will look at all possible funding mechanisms and will work in partnership with the Governance Working Group to determine impact on local revenue sources and options. Where revenue is to be determined by formula rather than a property tax rate, such as in a contractual cooperative venture, this group will evaluate various formula components and model the outcomes, resulting in recommendations for a final funding methodology and cost distribution formula. The membership of this group typically involves senior financial managers and staff analysts, and may also include representatives from the agencies' administrative staffs.

Legal Working Group

Working in partnership with the Governance Working Group, this group will identify study all of the legal aspects of the selected strategy and will identify steps to ensure the process meets all legal obligations of process and law. Where necessary, this group will oversee the preparation and presentation of policy actions such as ordinances, joint resolutions, dissolutions, and enabling legislation. The group will also be responsible for working with other elected bodies, such as State Legislatures, when necessary to accomplish establishment of local selected governance. The membership of this group typically involves legal counsel from the various entities involved and may also include senior city/district management staff.

Operations Working Group

This group will be responsible for an extensive amount work and may need to establish multiple sub-groups to accommodate its workload. The group will work out all of the details of necessary operational changes required by the strategy. This involves detailed analysis of assets, processes, procedures, service delivery methods, deployment, and operational staffing. Detailed integration plans, steps and timelines will be developed. The group will coordinate closely with the Support Services and Logistics Working Group, if established. The membership of this group typically involves senior agency management, mid-level officers, training staff, and volunteer representatives. This list often expands with the complexity of the services being provided by the agencies.

Support Services and Logistics Working Group (Optional)

This group will be responsible for any required blending of capital assets, disposition of surplus, upgrades necessary to accommodate operational changes, and the preparation for ongoing administration and logistics of the cooperative effort. The membership of this group typically involves mid-level agency management, administrative and support staffs. Where involved, support divisions such as Maintenance, Fire Prevention, etc., will also be represented.

Communications Working Group

Perhaps one of the most important, this group will be charged with developing an internal and external communication policy and procedure to ensure consistent, reliable and timely distribution of information related to the cooperative effort. The group will develop public information releases to the media and will select one or more spokespersons to represent the communities in their communication with the public on this particular process. The important of speaking with a common voice and theme, both internally and externally, cannot be overemphasized. Fear of change can be a strong force in motivating a group of people to oppose that which they do not clearly understand. A well informed workforce and public will reduce conflict. The membership of the group typically involves public information officers and senior city or agency management.

Meet, Identify, Challenge, Refine and Overcome

Once the working groups are established, meeting, and completing their various responsibilities and assignments, it will be important to maintain organized communication up and down the chain. The working group chairs should report regularly to the Joint Implementation Committee. When new challenges, issues, impediments, or opportunities are identified by the working groups, this needs to be

communicated to the Joint Implementation Committee so that the information can be coordinate with findings and processes of the other working groups. Where necessary, the Joint Implementation Committee and a working group chairperson can meet with the Policymakers to discuss significant issues that may precipitate a refinement of the original joint vision.

The process is continual as the objectives of the strategic plan are accomplished one by one. When sufficient objectives have been met, the Joint Implementation Committee can declare various goals as having been fully met until the point comes when the actual implementation approval needs to be sought from the policy bodies. This formal “flipping of the switch” will mark the point at which implementation ends and integration of the agencies begins.

Conclusion

Several of the study departments currently share certain services and work homogenously while all of the study departments benefit from mutual aid responses from one another. Expanding the existing spirit of cooperation to gain even more efficiencies is the next logical step. Given that the State of Minnesota does not currently have legislation allowing the creation of special fire districts, a Joint Powers Authority (JPA) appears to be the preferred method of joining the study agencies under a single model of governance. Under this model, each municipality would retain its current level of control and a methodology for funding the joint agency would be determined as the details are nailed down. The following pros and cons should be considered with the JPA decision:

> **Pros:** From a system design standpoint, service delivery is standardized, use of available resources is maximized, and overall system proficiency is achieved. Further, under a JPA, each entity maintains autonomy regarding taxation and each retains the ability to withdraw from the agreement in the future. Each participant provides a defined financial contribution to the operations of the JPA as outlined in the enabling documents. No legislative approval is required for this type of agreement and the intergovernmental agreements created would define how the JPA was governed as well as how each participant is represented.
>
> **Cons:** The fact that each entity remains autonomous also presents a disadvantage. Since any participant can withdraw at any time, there is no long-term, established commitment to the JPA. The advantages realized by joining efforts may be reversed unexpectedly and long-range planning is particularly difficult when the group is not sure what the JPA configuration may look like in the future.

As part of a comprehensive implementation process, the issues of representation, funding, operations, relief associations and others will be worked through and implemented by consensus of the participating entities. While a JPA allows individual agencies to join and/or leave the combined organization, for the optimum advantage and efficiency to be gained, all study departments would need to participate. BFD, being located in the far northeast corner of the region is the least impactful but can still provide a valuable service to eastern St. Francis and northern Oak Grove through mutual and automatic aid or through a joint dispatch of the closest available unit. Oak Grove, however, is the most impactful as it is, more or less, in the middle of the region and provides the needed central core response resources to a regional system. While a continuation or even expansion of the current joint

efforts between Ramsey, Nowthen, and St. Francis would continue to provide added efficiencies to the system, adding other service partners would fill current gaps and allow the region to function more uniformly and effectively.

Another major obstacle to full consolidation of regional resources lies within the Firefighter Relief Associations. These entities that provide limited retirement benefits to volunteer fire personnel will need to come together and equalize if a regional cooperative effort is to be seamless. While similar, the current Relief Associations have some stark differences (as has already been discussed). RFD's Relief Association is the only Defined Contribution plan in the region while the others are Lump Sum. In addition, there is a substantial difference between the benefit levels of BFD as compared to the other study departments. In the case of a full consolidation, regardless of governance model, the City of Bethel stands to see the largest impact as the Relief Associations are equalized in how they provide benefits and at what level. One method to lessen this impact is to cap the current Relief Associations at current levels and join the State of Minnesota's State Volunteer Firefighter Retirement Plan (SVFRP). This program is similar in nature to existing lump sum plans. The details of how this conversion would occur would be determined during an implementation planning process after the decision is made to move forward with further investigating opportunities for collaboration.

Another key consideration is that of ownership of capital assets under a JPA approach, including fire stations and apparatus. The preferred methodology in a truly integrated system, such as formation of a fire district with taxing authority, is for the newly formed entity to own and maintain all capital assets. Doing so accommodates effective maintenance and replacement planning.

The drawback to transferring ownership under a JPA configuration is that an agency may choose to withdraw from the agreement in the future. If so, and assets are no longer owned by the agency and its ability to return to providing its own services is problematic.

If ownership of assets is to be maintained independently, the JPA will need to establish agreed upon commitments from each participant regarding the capital equipment and facilities that each will contribute to the effort. Facilities may be separated from apparatus with an agreement, for example, that "Agency A" agrees to provide and maintain one fire station with a minimum capacity of "X" fire vehicles and defined accommodations for the duration of the agreement. Similarly, each participant may agree to contribute an established number of Class A pumpers, water tenders, brush trucks, or

other vehicles, as defined by *NFPA 1901* standards for consistency and in compliance with established maintenance and serviceability standards. [14]

Regardless of the process that is used to address the ownership of capital assets, the maintenance of a well-defined capital replacement plan will be essential. Incumbent with the replacement plan, each participating agency will need to agree to an annual financial contribution with which to fund the replacement schedule.

While this intent of this project was to investigate the feasibility of the regional departments coming together in a collaborative effort, ESCI cannot make policy decisions for the participating agencies. Each city, armed with the information contained within this report that indicates that consolidation into a single fire agency is feasible, will have to gauge the sentiments of their respective communities and make an informed decision as to how to move forward, understanding that simply making the decision to move forward is not 'flipping the switch' of consolidation. Further investigation will be necessary and consensus decisions will need to be reached regarding governance, funding, staffing, operations, deployment, and legal concerns.

A tremendous amount of data and information is contained within this document, much of which was supplied by the agencies involved and then analyzed and evaluated by the ESCI project team. In the end, the study departments, like many other paid-on-call fire departments across North America, are operating at a level that is currently meeting the expectations of the communities served but realize that there is always room for improvement. Regardless of the path that policymakers chose moving forward, the information contained with this report is intended to be used by the fire departments to follow a process of continuous quality improvement in an ongoing cycle of self-evaluation.

ESCI began collecting data and working with community stakeholders for this project in February 2013. Analysis of data and collection of stakeholder input has taken over three months to compile to develop options for future service delivery within the study area. It is ESCI's sincere hope that the information contained within this document is seen as useful in enhancing the way in which fire and emergency services are delivered throughout the area.

[14] *NFPA 1901 Standard for Automotive Fire Apparatus*.

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CC Regular Session **7. 2.**

Meeting Date: 08/13/2013

By: Diana Lund, Finance

Information

Title:

Authorizing the Issuance of Approximately $11.5M of Lease Revnue Bonds for Pact Charter School (Conduit Refinancing) and the Execution of Various Documents in Connection with the Pact Charter School Project

Background:

State and Federal law allows cities to issue bonds and loan the proceeds to nonprofit corporations to finance capital expenditures. This procedure is known as the issuance of conduit debt. By issuing tax-exempt bonds through the City, the non-profit reduces their borrowing costs due to the tax-exempt status of a city.

Pact Charter School is asking for the City to authorize the issuance of a not-to-exceed amount of $11.8 million in Lease Revenue Bonds. These bond proceeds would be used to advance refund the original Lease Revenue bonds ($11.5M) that were issued via conduit debt in February 2004 for Pact Charter School to construct their school building at 7250 East Ramsey Parkway.

The following documents relating to the bond issuance also need to be executed. They are as such: Loan Agreement, Indenture of Trust, Amended and Restated Mortgage-Security Agreement, Escrow Agreement, Pledge and Covenant Agreement, Bond Purchase Agreement, Continuing Disclosure Agreement and the Official Statements. These are all standard documents that are filed in these types of financings and are put in place so as that the city is not placed at risk in any way, financially or legally, in appearance or fact. The city's bond counsel, Briggs and Morgan, has drafted and overseen all related documents.

The Pact Charter School agrees to pay all principal and interest on the bonds, whereas the City is merely a conduit and the money and obligations are between Pact and the Trustee for the bondholders.

Pact Charter School will be held responsible for all fees that are incurred for the issuance of this bond. Per the city's conduit debt policy, Pact Charter School is required to pay the City $25,000 to cover costs incurred relating to staff time, consultants, ratings call, and any other expenses caused by their proposal. In addition, Pact Charter School is required to pay the city for any additional interest costs that the city incurs in relation to its issuance of Capital Equipment Certificates (awarding sale of certificates will immediatly follow this agenda item). The city will incur an additional interest expense of approximately $9,000 due to the city's debt issuance now being considered non-bank qualified instead of bank qualified. To remain bank qualified, which offers lower interest rates, the City must not borrow more than ten million dollars in any one calendar year. The issuance of conduit debt is factored in when determining the city's debt issuance for a calendar year. Thus, Pact's $11.8M will exceed the ten million dollar cap and the city will pay an extra 1/4% in interest rates on its issuance of Capital Equipment Certificates.

Notification:

A representative from Pact Charter School and their bond underwriter from Dougherty will be present at the City Council Meeting.

Observations/Alternatives:

Alternative #1: Accept Issuance of Conduit Debt for Pact Charter School with City assuming no liability and Pact Charter School responsbile for any additional interest costs incurred in regards to the City's Equipment Certificate issuance - approximately $9,000.

Alternative #2. Denying Issuance of Conduit Debt for Pact Charter School. Pact would have to find another government agency to issue on their behalf to take advantge of lower interest rates via conduit borrowing. Pact would still be responsible for paying the city the additional interest costs on the issuance of Capital Equipment Certficates - approximately $9,000.

Recommendation:

Staff recommends approval of of Resolution #13-08-132 authorizing the issuance of lease revenue bonds to refinance a public school project with Pact Charter School to pay the City of Ramsey $25,000 per the Conduit Debt Policy and approximately $9,000 of additional interest expense related to the City's issuance of Capital Equipment Certificates.

Funding Source:

Incurred expenses will be paid by Pact Charter School.

Council Action:

Motion to recommend City Council adoption of Resolution #13-08-132 authorizing the issuance of lease revenue bonds to refinance a public (charter) school project pursuant to Minnesota Law, and authorizing the execution of various documents in connection with the Pact Charter School Project.

Attachments

Resolution #13-08-132 Authorize Issuance Lease Revenue Bonds - Pact
Bond Purchase Agreement - Pact
Official Statement
Indenture of Trust-Pact
Amended & Restated Mortgage - PACT
Escrow Agreement - Pact
Loan Agreement - Pact
Pledge & Covenant Agreement - Pact
Continuing Disclosure Agreement - Pact

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	08/07/2013 11:31 AM
Diana Lund (Originator)	Diana Lund	08/08/2013 10:23 AM
Form Started By: Diana Lund		Started On: 07/25/2013 02:21 PM
Final Approval Date: 08/08/2013		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-08-132

RESOLUTION AUTHORIZING THE ISSUANCE OF LEASE REVENUE REFUNDING BONDS TO REFINANCE A PUBLIC (CHARTER) SCHOOL PROJECT PURSUANT TO MINNESOTA LAW, AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS IN CONNECTION THEREWITH (PACT CHARTER SCHOOL PROJECT)

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

1. Authority. The City is, by the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.152 to 469.1655, as amended (the "Act"), authorized to issue and sell its revenue bonds for the purpose of financing industrial development within the boundaries of the City and to enter into agreements necessary or convenient in the exercise of the powers granted by the Act.

2. Authorization of Project; Documents Presented. PCS Building Company (the "Company"), a Minnesota nonprofit corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, has proposed that the City issue and sell its Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series 2013A Bonds") and its Taxable Lease Revenue Refunding Bonds (PACT Charter School Project, Series 2013B (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Bonds") in an aggregate amount not to exceed $11,500,000 in substantially the form set forth in the hereinafter mentioned Indenture of Trust, pursuant to the Act, and loan the proceeds thereof to the Company in order to (i) advance refund the City's Lease Revenue Bonds (PACT Charter School Project) Series 2004A (the "Prior Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 72,000 square foot public elementary and secondary schoolhouse located at 7250 Ramsey Parkway East Northwest in the City (the "Project"), owned by the Company and leased to PACT Charter School (the "School"), a Minnesota nonprofit corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; (ii) fund a debt service reserve fund; and (iii) pay the costs of issuing the Bonds. Forms of the following documents relating to the Bonds have been submitted to the City:

(a) Loan Agreement (the "Loan Agreement") between the City and the Company, whereby the City agrees to make a loan to the Company of the gross proceeds of sale of the Bonds and the Company agrees to pay amounts in repayment of the loan sufficient to provide for the full and prompt payment of the principal of, premium, if any, and interest on the Bonds; and

(b) Indenture of Trust (the "Indenture") between the City and Wells Fargo Bank, National Association, as trustee (the "Trustee"), authorizing the issuance of and pledging

certain revenues, including those to be derived from the Loan Agreement, as security for the Bonds, and setting forth proposed recitals, covenants and agreements relating thereto; and

(c) An Amended and Restated Mortgage, Security Agreement and Assignment of Rents (the "Mortgage"), from the Company in favor of the Trustee, by which the Company grants a mortgage lien on and security interest in certain mortgaged property, as described therein, as further security for the payment of the Bonds and assigns its interests in all rents with respect to the mortgaged property; and

(d) Tax Regulatory Agreement (the "Tax Regulatory Agreement") by and between the City, the Company, and the School; and

(e) Escrow Agreement (the "Escrow Agreement") between the City, the Company and Wells Fargo Bank, National Association, as escrow agent (the "Escrow Agent"); and

(f) Bond Purchase Agreement (the "Bond Purchase Agreement"), by and between Dougherty & Company LLC (the "Underwriter"), the Company, the School and the City, providing for the purchase of the Bonds from the City by the Underwriter and setting the terms and conditions of purchase; and

(g) Official Statement, which, including all Appendices thereto, is intended to constitute the form of the final Official Statement (the "Official Statement"), describing the offering of the Bonds, and certain terms and provisions of the foregoing documents.

3. Findings. It is hereby found, determined and declared that:

(a) The Project constitutes a Project authorized by and described in the Act.

(b) On the basis of information available to the City it appears, and the City hereby finds, that the Project constitutes properties, real and personal, used or useful in connection with one or more revenue producing enterprises engaged in any business within the meaning of Subdivision 2(b) of Section 469.153 of the Act; that the Project furthers the purposes stated in Minnesota Statutes, Section 469.152; that the availability of the financing under the Act and willingness of the City to furnish such financing will be substantial inducement to the Company to undertake the Project, and that the effect of the Project, if undertaken, will be to encourage the development of economically sound industry and commerce, to assist in the prevention of the emergence of blighted and marginal land, to help prevent chronic unemployment, to help the City retain and improve the tax base and to provide the range of service and employment opportunities required by the population, to help prevent the movement of talented and educated persons out of the state and to areas within the state where their services may be as effectively used, to promote more intensive development and use of land within the City, and, eventually, to increase the tax base of the community.

(c) There is no litigation pending or, to the best of its knowledge, threatened against the City relating to the Bonds, the Loan Agreement, the Bond Purchase Agreement, the Escrow Agreement, or the Indenture or questioning the due organization of the City, or the

powers or authority of the City to issue the Bonds and undertake the transactions contemplated hereby.

(d) The execution, delivery and performance of the City's obligations under the Bonds, the Indenture, the Bond Purchase Agreement, the Escrow Agreement, and the Loan Agreement do not and will not violate any order of any court or other agency of government of which the City is aware or in which the City is a party, or any indenture, agreement or other instrument to which the City is a party or by which it or any of its property is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument.

(e) It is desirable that the Bonds be issued by the City upon the terms set forth in the Indenture, under the provisions of which the City's interest in the Loan Agreement will be pledged to the Trustee as security for the payment of principal of, premium, if any, and interest on the Bonds.

(f) The Loan Agreement provides for payments by the Company to the Trustee for the account of the City of such amounts as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds when due. The Loan Agreement obligates the Company to pay for all costs of operation and maintenance of the Project facilities, including adequate insurance, taxes and special assessments. A reserve fund has been established under the provisions of the Indenture in connection with the issuance of the Bonds.

(g) Under the provisions of the Act, and as provided in the Loan Agreement and Indenture, the Bonds are not to be payable from nor charged upon any funds other than amounts payable pursuant to the Loan Agreement and moneys in the funds and accounts held by the Trustee which are pledged to the payment thereof; the City is not subject to any liability thereon; no owners of the Bonds shall ever have the right to compel the exercise of the taxing power of the City to pay any of the Bonds or the interest thereon, nor to enforce payment thereof against any property of the City; the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City (other than the interest of the City in the Loan Repayments to be made by the Company under the Loan Agreement); and each Bond issued under the Indenture shall recite that such Bond, including interest thereon, shall not constitute or give rise to a charge against the general credit or taxing powers of the City.

4. Approval and Execution of Documents. The forms of the documents referred to in paragraph 2, are approved. The Loan Agreement, Indenture, Tax Regulatory Agreement, the Escrow Agreement, and Bond Purchase Agreement shall be executed in the name and on behalf of the City by the Mayor and the Administrator, or executed or attested by other officers of the City, in substantially the form on file, but with all such changes therein, not inconsistent with the Act or other law, as may be approved by the officers executing the same, which approval shall be conclusively evidenced by the execution thereof; and then shall be delivered to the Trustee. Modifications to the forms of documents to which the City is not a party may be made at the discretion of the parties thereto.

5. Approval, Execution and Delivery of Bonds. The City shall proceed forthwith to issue the Bonds, in an aggregate principal amount of not to exceed $11,500,000 in the forms and

upon the terms set forth in the Indenture, which terms are for this purpose incorporated in this resolution and made a part hereof; provided, however, that the initial aggregate principal amount of and the maturities of the Bonds, the interest rates thereon, and any provisions for the optional or mandatory redemption thereof shall all be as set forth in the final form of the Indenture to be approved, executed, and delivered by the officers of the City authorized to do so by the provisions of this Resolution, which approval shall be conclusively evidenced by such execution and delivery. The Underwriter has agreed pursuant to the provisions of the Bond Purchase Agreement, and subject to the conditions therein set forth, to purchase the Bonds at the purchase price set forth in the Bond Purchase Agreement, and said purchase price is hereby accepted. The Mayor, Administrator, and other City officers are authorized and directed to prepare and execute the Bonds as prescribed in the Indenture and to deliver them to the Trustee, together with a certified copy of this Resolution and the other documents required by the Indenture, for authentication, registration, and delivery to the Underwriter. As provided in the Indenture, each Bond shall contain a recital that it is issued pursuant to the Act, and such recital shall be conclusive evidence of the validity and regularity of the issuance thereof.

6. Official Statement. The City hereby approves the form of and consents to the circulation by the Underwriter of the Official Statement in offering the Bonds for sale; provided, however, that the City has not participated in the preparation of the Official Statement or independently verified the information in the Official Statement, except under the headings "THE ISSUER" or "LITIGATION" (insofar as it relates to the City) and takes no responsibility for, and makes no representations or warranties as to, the accuracy or completeness of such information.

7. Certificates, etc. The Mayor, Administrator, and other officers of the City are authorized and directed to prepare and furnish to bond counsel and the purchaser of the Bonds, when issued, certified copies of all proceedings and records of the City relating to the Bonds, and such other affidavits and certificates as may be required to show the facts appearing from the books and records in the officers custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 13th day of August, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF RAMSEY

I, the undersigned, being the duly qualified and acting Administrator of the City of Ramsey, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes related to a resolution approving the PACT Charter School Project.

WITNESS my hand this _____ day of _____, 2013.

_____
Administrator

DRAFT – 08/05/13

BOND PURCHASE AGREEMENT

BETWEEN

CITY OF RAMSEY, MINNESOTA,

PCS BUILDING COMPANY,

PACT CHARTER SCHOOL

AND

DOUGHERTY & COMPANY LLC

PACT CHARTER SCHOOL PROJECT

Dated _____, 2013

This instrument was drafted by:

Best & Flanagan LLP (Daniel R. Nelson)
225 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402
(612) 339-7121

**$_____*
CITY OF RAMSEY
LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013A
and
$_____*
CITY OF RAMSEY
TAXABLE LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013B
BOND PURCHASE AGREEMENT**

_____, 2013

PACT Charter School
7250 E Ramsey Pkwy
Ramsey, MN 55303

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

PCS Building Company

Ladies and Gentlemen:

The undersigned, Dougherty & Company LLC (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement with the City of Ramsey, Minnesota (the "Issuer"), as approved and agreed to by PCS Building Company, (the "Borrower"), a Minnesota nonprofit corporation and 501(c)(3) organization, and PACT Charter School (the "School"), a Minnesota non-profit corporation and a 501(c)(3) organization, for the purchase by the Underwriter of the Bonds described below. This offer is made subject to acceptance by the Issuer and agreement by the Borrower and the School at or prior to 9:00 A.M. Central time, on _____, 2013, and upon such acceptance this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, the Borrower, the School, and the Underwriter. If not so accepted, this Bond Purchase Agreement will be subject to withdrawal by the Underwriter upon notice delivered by the Underwriter to the Issuer, the Borrower, and the School at any time prior to the acceptance hereof by the Issuer, the Borrower, and the School.

1. **Purchase and Sale.**

Subject to the satisfaction by the Issuer, the Borrower and the School of the terms and conditions set forth herein, subject also to the conditions precedent set forth herein, and in

reliance upon the representations herein set forth or incorporated by reference, the Underwriter hereby agrees to purchase from the Issuer upon the terms and conditions set forth herein and the Issuer hereby agrees to sell to the Underwriter the Charter School Lease Revenue Bonds (PACT Charter School Project) Series 2013A of the Issuer in the aggregate original principal amount of $_____ and the Taxable Charter School Lease Revenue Bonds (PACT Charter School Project) Series 2013B of the Issuer in the aggregate original principal amount of $_____* (collectively, the "Bonds") (the Bonds being more fully described in Schedule I hereto, the Indenture and the Official Statement hereinafter mentioned). The proceeds of the Bonds shall be loaned to the Borrower for the purpose of refinancing certain outstanding bonds and providing new financing for acquiring, constructing, and equipping certain public schoolhouse facilities located in Forest Lake, Minnesota, and paying certain costs of issuance (the "Project"). The expenses of selling the Bonds shall be paid as provided in Section 7 hereof. The Bonds shall be as described in the Official Statement hereinafter mentioned, and shall be issued and secured pursuant to the resolution of the Issuer adopted on _____, 2013 (the "Resolution") approving the Bonds, the Indenture hereinafter mentioned, the Loan Agreement hereinafter mentioned, this Bond Purchase Agreement and certain related instruments.

The Bonds shall be issued pursuant to a certain Indenture of Trust, dated as of _____, 2013 (the "Indenture") between the Issuer and Wells Fargo Bank, National Association, as trustee (the "Trustee"). In connection with the issuance of the Bonds, the Borrower will enter into a Loan Agreement dated as of _____, 2013 with the Issuer (the "Loan Agreement"). Terms not defined herein shall have the meaning given thereto in the Indenture. The Bonds will be secured by a Mortgage, Security Agreement and Assignment of Rents dated as of _____, 2013 between the Trustee and the Borrower (the "Mortgage"). The Project will be leased by the Borrower to the School pursuant to a Lease Agreement dated as of _____, 2013 (the "Lease"). The Lease will be assigned by the Borrower to the Trustee as additional security on the Bonds (the "Lease Assignment"). Certain of the proceeds of the Bonds will be disbursed in accordance with a Disbursing Agreement dated as of _____, 2013 among the Trustee, the Borrower, and the title company named therein (the "Disbursing Agreement"). Pursuant to a Pledge and Covenant Agreement dated as of _____, 2013 (the "Pledge Agreement") from the School, the School shall pledge certain revenues and assets to the Trustee as additional security for the Bonds. The Company and the School have also entered into a Tax Regulatory Agreement with the Issuer and the Trustee, dated as of _____, 2013 (the "Tax Regulatory Agreement").

It is understood and agreed that the Bonds and the interest thereon are special limited obligations of the Issuer payable solely from revenues provided by the Borrower or amounts paid pursuant to the Loan Agreement and amounts held in various funds and accounts as provided in the Indenture and shall never constitute a general indebtedness of the Issuer within the meaning of any state constitutional or statutory provision and do not give rise to a general or moral obligation of the Issuer, the State of Minnesota (the "State"), or any of its political subdivisions, and do not constitute a charge against the Issuer's property, general credit or taxing powers.

2. **Official Statement.**

(a) The Borrower and the School shall deliver or cause to be delivered to the Underwriter, promptly upon the completion thereof, copies of the Official Statement of the Borrower relating to the Bonds (the "Official Statement"), signed on behalf of the Borrower by

its authorized representative. In connection with the offering and sale of the Bonds, the Issuer, the Borrower, and the School authorize the use by the Underwriter of copies of the Official Statement with respect to the Bonds, together with copies of the Resolution, the Indenture, the Loan Agreement, the Lease, the Mortgage, the Tax Regulatory Agreement, the Pledge Agreement and the other documents described therein. The Issuer, the Borrower, and the School hereby ratify and consent to the use by the Underwriter of the Preliminary Official Statement dated _____, 2013 and the Official Statement in connection with the sale of the Bonds.

(b) The Borrower, on behalf of itself and as agent for the Issuer and any other "issuers" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), agrees to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the Official Statement as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule and with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board (the "MRSB"). The Borrower agrees to deliver such Official Statement within seven (7) business days after the execution hereof and in sufficient time to accompany any confirmation that requests payment.

(c) The Underwriter shall give notice to the Issuer, the Borrower, the School and any additional "issuer" on the date after which no participating Underwriter, as such term is defined in the Rule, remains obligated to deliver Official Statement pursuant to paragraph (b)(4) of the Rule.

(d) The Underwriter agrees that it shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means, to any potential customer, on request, one or more copies of the Official Statement, as most recently supplemented or amended (if any).

(e) The Underwriter agrees from the time the Official Statement becomes available until the earlier of (i) ninety (90) days from the end of the underwriting period or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, the Underwriter shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means to any potential customer, on request, at least one copy of the Official Statement.

3. **Representations.**

(a) To the best knowledge of the Issuer and in reliance upon the opinions referred to in Sections 5(d)(i) hereof, the Issuer represents to and agrees with the Underwriter as follows:

(i) The statements and information contained in the Official Statement with respect to the Issuer under the captions "THE ISSUER" and "LITIGATION" (the latter only to the extent it relates to the Issuer) (together, the "Issuer Portion" of the Official Statement) in the Official Statement are, and as of the date of Closing such information in the Official Statement will be, true and correct in all material respects, and the Issuer Portion of the Official Statement does not and will not contain any untrue or misleading statement of a material fact relating to the Issuer or omit to state any material fact relating

to the Issuer necessary to make the statements therein in the light of the circumstances under which they were made, not misleading. If, at any time prior to the earlier of (A) receipt of notice from the Underwriter pursuant to Section 2(c) hereof that Official Statements are no longer required to be delivered under the Rule or (B) ninety (90) days after the Closing, any event occurs with respect to the Issuer as a result of which the Issuer Portion of the Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Underwriter, the Borrower and the School in writing of such events. Any information supplied by the Issuer for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact relating to the Issuer or omit to state any material fact relating to the Issuer necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(ii) The Issuer is a public body corporate and politic under the laws of the State of Minnesota (the "State") and the Issuer has authorized by resolution the execution and deliver by the Issuer of this Bond Purchase Agreement, the Indenture, the Loan Agreement, and the Tax Regulatory Agreement.

(iii) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Bonds, the Loan Agreement, the Indenture, and the Tax Regulatory Agreement, and the adoption of the Resolution, and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation, court order, or consent decree to which the Issuer is subject.

(iv) With respect to such matters that are preconditions to the issuance of the Bonds, the Issuer has, or at the date of the Closing will have, in all respects complied with the Act.

(v) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of the Issuer or the State having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Indenture, the Loan Agreement, the Tax Regulatory Agreement, and the Bonds have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the purchase of the Bonds by the Underwriter).

(vi) The Bonds, when duly issued, authenticated and delivered in accordance with the Resolution and the Indenture and purchased by the Underwriter as provided herein, will be the validly issued and outstanding special limited obligations of the Issuer entitled to the benefits of the Indenture; provided, however, neither the Bonds nor any interest or premium thereon will ever constitute a debt of the Issuer, the State, or any political subdivision thereof or a loan of credit thereof within the meaning of any

constitutional or statutory provision or limitation, nor constitute or give rise to a pecuniary liability of the Issuer.

(vii) The Resolution and this Bond Purchase Agreement are, and the Indenture, the Loan Agreement and the Tax Regulatory Agreement, when each of them has been executed and delivered by the Issuer, will, assuming due authorization, execution and delivery by the Borrower and the Trustee, each constitute a valid and binding obligation of the Issuer, provided that, however, the enforceability of such obligations may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases and to general principles of equity.

(viii) No litigation is pending or, to the knowledge of the Issuer, threatened (A) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the application of proceeds of the Bonds as provided in the Indenture and Loan Agreement or the collection of revenues of the Issuer pledged under the Indenture, (B) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Indenture, the Loan Agreement, the Mortgage, the Tax Regulatory Agreement, the Resolution, or this Bond Purchase Agreement, or (C) in any way contesting the existence or powers of the Issuer.

(ix) The Issuer Portion of the Official Statement was, as of its date, and is, as of this date, "final" within the meaning of paragraph (b)(1) of the Rule.

(b) The Borrower represents to and agrees with the Underwriter and the Issuer as follows:

(i) The Borrower approves the distribution and use of the Preliminary Official Statement and final Official Statement. The statements and the information set forth in the Preliminary Official Statement concerning the Borrower, the School, the Project (including sources and uses of funds), the Borrower's participation in the transactions contemplated by the Loan Agreement, this Bond Purchase Agreement, the Mortgage, the Continuing Disclosure Agreement dated as of _____, 2013 among the Borrower, the School, and the Trustee (the "Continuing Disclosure Agreement") the Lease, the Lease Assignment, and the Tax Regulatory Agreement (collectively, the "Borrower Documents"), and the Bondholders' Risks are true and correct and all such statements and information set forth concerning the Borrower, the School, the Project (including sources and uses of funds), the Borrower's participation in the transactions contemplated by the Borrower Documents and the Bondholders' Risks in the final Official Statement as of Closing will be true and correct in all material respects and the Preliminary Official Statement does not and the final Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which it is made, not misleading.

(ii) If, at any time prior to the earlier of (A) receipt of notice from the Underwriter pursuant to Paragraph 2(c) hereof that final Official Statements are no longer

required to be delivered under the Rule or (B) ninety (90) days after the Closing, any event occurs known to the Borrower (or which should have been known to the Borrower upon diligent inquiry) as a result of which the Preliminary Official Statement or the final Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, the Borrower shall promptly notify the Underwriter thereof in writing. Upon the request of the Underwriter, the Borrower shall prepare and deliver to the Underwriter at the expense of the Borrower as many copies of an amendment or supplement to the Preliminary Official Statement or the final Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(iii) The Borrower is duly organized and existing as a nonprofit corporation under the laws of the State of Minnesota (the "State") and the Borrower has full legal right, power and authority to enter into the Borrower Documents, and to carry out and consummate all transactions contemplated by such documents.

(iv) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Borrower Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the Borrower a breach of or default under any other agreement or instrument to which the Borrower is a party or to the Borrower's knowledge, any existing law, administrative regulation, court order or consent decree to which the Borrower is subject.

(v) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the Borrower of its obligations hereunder and under the other Borrower Documents, have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the placement of the Bonds by the Underwriter).

(vi) This Bond Purchase Agreement does, and the other Borrower Documents, when each of them has been executed and delivered by the Borrower, will, assuming due authorization, execution and delivery by the other parties thereto, each, constitute a valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(vii) To the knowledge of the Borrower, no litigation is pending or threatened (A) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of proceeds of the Bonds as provided in the Indenture and the Loan Agreement or the collection of revenues pledged under the Indenture, (B) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, or any other Borrower Documents, or (C) in any way affecting, in a material adverse manner, the property of the Borrower or contesting the existence or powers of the Borrower.

(viii) The Official Statement was, as of its date, "final" within the meaning of (b)(1) of the Rule.

(ix) The Borrower has not been, within the last five years, in default as to principal or interest with respect to any obligation issued by or guaranteed by the Borrower or with respect to which the Borrower is an obligor.

(x) The Borrower is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or corresponding provisions of prior law, is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income subject to taxation under Section 511 of the Code. Currently, the operation of the Project does not result in unrelated business income.

(c) The School represents to and agrees with the Underwriter and the Issuer as follows:

(i) The School approves the distribution and use of the Preliminary Official Statement and final Official Statement. The statements and the information set forth in the Preliminary Official Statement concerning the School, the Project (including sources and uses of funds), the School's participation in the transactions contemplated by the Loan Agreement, this Bond Purchase Agreement, the Lease, the Continuing Disclosure Agreement, the Pledge Agreement, and the Tax Regulatory Agreement (collectively, the "School Documents"), and the Bondholders' Risks in the final Official Statement as of Closing will be true and correct in all material respects and the Preliminary Official Statement does not and the final Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which it is made, not misleading.

(ii) If, at any time prior to the earlier of (A) receipt of notice from the Underwriter pursuant to Paragraph 2(c) hereof that final Official Statements are no longer required to be delivered under the Rule or (B) ninety (90) days after the Closing, any event occurs known to the School (or which should have been known to the School upon diligent inquiry) as a result of which the Preliminary Official Statement or the final Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the School shall promptly notify the Underwriter thereof in writing. Upon the request of the Underwriter, the School shall prepare and deliver to the Underwriter at the expense of the School as many copies of an amendment or supplement to the Preliminary Official Statement or the final Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(iii) The School is duly organized and existing as a nonprofit corporation under the laws of the State of Minnesota (the "State") and the School has full legal right, power and authority to enter into the School Documents, and to carry out and consummate all transactions contemplated by such documents.

(iv) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the School Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, will not, in any material respect, conflict with or constitute on the part of the School a breach of or default under any other agreement or instrument to which the School is a party or to the School's knowledge, any existing law, administrative regulation, court order or consent decree to which the School is subject.

(v) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the School of its obligations hereunder and under the other School Documents, have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the placement of the Bonds by the Underwriter).

(vi) This Bond Purchase Agreement does, and the other School Documents, when each of them has been executed and delivered by the School, will, assuming due authorization, execution and delivery by the other parties thereto, each, constitute a valid and binding obligation of the School, enforceable in accordance with its terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(vii) To the knowledge of the School, no litigation is pending or threatened (A) seeking to restrain or enjoin the issuance or delivery of the Bonds or the application of proceeds of the Bonds as provided in the Indenture and the Loan Agreement or the collection or revenues pledged under the Indenture, (B) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, or any other School Documents, or (C) in any way affecting, in a material adverse manner, the property of the School or contesting the existence or powers of the School.

(viii) The Official Statement was, as of its date, "final" within the meaning of (b)(1) of the Rule.

(ix) The School has not been, within the last five years, in default as to principal or interest with respect to any obligation issued by or guaranteed by the School or with respect to which the School is an obligor.

(x) The School is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or corresponding provisions of prior law, is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income subject to taxation under Section 511 of the Code. Currently, the operation of the Project does not result in unrelated business income.

(c) The Underwriter represents to and agrees with the Issuer as follows:

(i) The Bonds to be sold pursuant to this Agreement shall be in denominations of $5,000 or integral multiples of $5,000 in excess thereof.

4. **Closing**. At 10:00 A.M., Central time, on _____, 2013 or such later date as we mutually agree upon (the "Closing"), the Issuer will deliver or cause to be delivered to us, at the offices of the Underwriter or at such other place as we may mutually agree upon, the Bonds in definitive fully registered form, duly executed and authenticated. In addition, the other documents hereinafter mentioned will be delivered at the offices of Briggs & Morgan, P.A., and the Underwriter will accept such delivery and cause the purchase price thereof to be paid in federal funds payable to the order of the Issuer or the order of such person as the Issuer shall direct and such funds shall be available to the Issuer on the date of Closing.

The Bonds will be delivered as fully registered bonds in such authorized denominations and registered in the name of Cede & Co. and in such amounts as the Underwriter may have requested not less than five (5) business days prior to the Closing. The Issuer will deposit with the Trustee, as agent to the Depository Trust Company (or such other acceptable depository institution), any or all of the Bonds, registered in such name or names as the Underwriter may request.

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Bonds. The Underwriter and the Issuer will cooperate to obtain the CUSIP numbers. Simultaneously with the delivery of the Bonds, the Issuer shall cause to be delivered to the Underwriter opinions of Bond Counsel dated the date of such delivery as provided in Section 5(d)(i) below.

5. **Conditions Precedent.** The Underwriter has entered into this Bond Purchase Agreement in reliance upon (i) the representations, warranties and agreements of the Issuer contained herein and in the Indenture, the Loan Agreement, and the Resolution; (ii) the representations, warranties and agreements of the Borrower contained herein and in the other Borrower Documents; (iii) the representations, warranties and agreements of the School herein and in the other School Documents; and (iv) the performance by the Issuer, the Borrower, and the School of their obligations hereunder, if any, and under the above-mentioned documents, both as of the date hereof and as of the date of the Closing. The Underwriter's obligation under this Bond Purchase Agreement is and shall be subject to the following further conditions:

(a) The representations and warranties of the Issuer, the Borrower, and the School contained herein shall be true, complete and correct on the date of acceptance hereof and on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) At the time of the Closing, the Official Statement, the Resolution, the Act, the Indenture, the Loan Agreement, the Mortgage, the Lease, the Lease Assignment, the Pledge Agreement, the Continuing Disclosure Agreement and the Tax Regulatory Agreement shall be in full force and effect, shall each be in form and substance acceptable to the Underwriter in all respects, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; and you shall have duly adopted and there shall be in full force and effect such resolutions, and entered into such agreements, as, in the opinion of Briggs & Morgan,

P.A. (herein "Bond Counsel"), and in the opinion of Best & Flanagan LLP, counsel to the Underwriter, shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Bonds.

(c) The Underwriter may terminate this Bond Purchase Agreement by notification in writing or by telegram to the Issuer and the Borrower if at any time subsequent to the date hereof and at or prior to the Closing: (A) legislation shall be enacted by, or favorably reported out of committee to, either House of the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, or a regulation or ruling shall be issued or proposed by or on behalf of the Treasury Department, the Internal Revenue Service, or any other agency of the Federal government having jurisdiction, or a release or official statement shall be issued by the Treasury Department, the Internal Revenue Service of the United States, or any other agency of the Federal government having jurisdiction, with respect to Federal taxation upon interest received on obligations of the character of the Bonds, which, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds; or (B) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the character of the Bonds is in violation of any provisions of the Securities Act of 1933, as amended (the "1933 Act"), or of the Trust Indenture Act of 1939, as amended (the "1939 Act"); or (C) the Congress of the United States of America shall enact a law, or a bill shall be favorably reported out of committee of either House, or a decision by a court of the United States of America shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other agency of the Federal government having jurisdiction of the subject matter shall be made, to the effect that securities of the Issuer or of any similar public body are not exempt from the registration, qualification or other requirements of the 1933 Act or the 1939 Act; or (D) the United States of America shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency; or (E) there shall have occurred a general suspension of trading on the New York Stock Exchange; or (F) a general banking moratorium shall have been declared by the United States of America, State of New York or State of Minnesota authorities; or (G) an event shall occur which in the reasonable judgment of the Underwriter (1) makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and/or (2) materially adversely affects the market for the Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Bonds; or (H) all documentation in connection with the issuance of the Bonds shall not be satisfactory in form and substance to the Underwriter or its counsel; or (I) economic, market or other conditions shall occur or exist which, in the judgment of the Underwriter, render the Bonds incapable of being sold on terms acceptable to the Underwriter; or (J) the results of any due diligence efforts by the Underwriter with respect to the proposed issuance of the Bonds shall not, in the sole discretion of the Underwriter, be satisfactory to the Underwriter; or (K) any suit, proceeding, litigation or other action shall be commenced, or, if commenced prior to the date hereof, shall be continuing or have been adjudicated, which, in any event, in the reasonable judgment of the Underwriter, may affect the marketing, sale or delivery of the Bonds; or (L) the Underwriter, the Borrower, the School, and the Issuer shall not have reached agreement as to the terms of any of the agreements referred to in this Bond Purchase Agreement.

(d) At or prior to the Closing, the Underwriter shall have received the following documents (in each case with such changes as the Underwriter shall approve):

(i) The unqualified approving opinion(s) of Bond Counsel, dated the date of the Closing, in form acceptable in all respects to the Underwriter (together with a letter of Bond Counsel, addressed to the Underwriter and the Borrower, to the effect that the Underwriter and the Borrower may rely on such opinion), in substantially the form attached hereto as Exhibit A-1, and a supplementary opinion of Bond Counsel dated the date of the Closing, in substantially the form attached hereto as Exhibit A-2;

(ii) (Intentionally omitted.);

(iii) The opinion of John Cairns Law, P.A., Counsel to the Borrower and the School, dated the date of Closing and addressed to the Issuer, Bond Counsel, and the Underwriter, in substantially the form attached hereto as Exhibit C;

(iv) The opinion of Best & Flanagan LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, in substantially the form attached hereto as Exhibit D;

(v) A certificate of the Issuer, dated the date of the Closing, to the effect that (A) the representations, warranties and agreements of the Issuer contained herein and in the Resolution, the Indenture, the Loan Agreement, and the Tax Regulatory Agreement are true and correct in all material respects as of the date of the Closing; (B) no litigation is pending or threatened, to the knowledge of the Issuer, (1) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of revenues or other security pledged under the Indenture or the Resolution, (2) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Resolution, the Indenture, the Loan Agreement, the Tax Regulatory Agreement, or this Bond Purchase Agreement, or (3) in any way contesting the existence or powers of the Issuer; (C) no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Issuer Portion of the Official Statement, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; and (D) the information in the Issuer Portion of the Official Statement is true, accurate and complete in all material respects;

(vi) A certificate of the Borrower, signed by the President and Secretary of the Board of Trustees of the Borrower, dated the date of the Closing, to the effect that (A) the representations, warranties and agreements of the Borrower contained herein and in the Borrower Documents are true and correct in all material respects as of the date of the Closing; (B) to the knowledge of the Borrower, no litigation is pending or threatened, (1) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of revenues or other security pledged under the Indenture, (2) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Resolution, the Indenture, or any of the Borrower Documents, or (3) in any way contesting the existence or powers of the Borrower; (C) no event affecting the Borrower

has occurred since the date of the Official Statement which should be disclosed in the Official Statement, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; (D) the information in the Official Statement concerning the Borrower, the School, the Project (including sources and uses of funds), the Borrower's participation in the transactions contemplated by the Borrower Documents and Bondholders' Risks is true, accurate and complete in all material respects; (E) all resolutions and other actions required to be approved or taken by or on behalf of the Borrower authorizing and approving the transactions described or contemplated in this Bond Purchase Agreement or in the Official Statement, the execution of or approving of the respective forms of, as the case may be, this Bond Purchase Agreement, the Indenture, the Borrower Documents and the Bonds have been duly approved by the Borrower, are in full force and effect and have not been modified, amended or repealed; (F) the Borrower has all necessary licenses, approvals, accreditations and permits presently required under federal, state and local laws to own and operate its facilities; (G) the Borrower is a nonprofit corporation organized and validly existing under the laws of the State of Minnesota with full power and authority to own its properties and conduct its business; and (H) there are no adverse IRS determinations and no proceedings are pending or, to the knowledge of such officer, threatened in any way contesting or affecting the Borrower's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or which would subject any income of the Borrower to federal income taxation;

(vii) A certificate of the School, signed by an officer of the School, dated the date of the Closing, to the effect that (A) the representations, warranties and agreements of the School contained herein and in the School Documents are true and correct in all material respects as of the date of Closing; (B) to the knowledge of the School, no litigation is pending or threatened, (1) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of revenues or other security pledged under the Indenture, (2) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Resolution, the Indenture, or any of the School Documents, or (3) in any way contesting the existence or powers of the School; (C) no event affecting the School has occurred since the date of the Official Statement which should be disclosed in the Official Statement , of the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; (D) the information in the Official Statement concerning the School, the Project (including sources and uses of funds), the School's participation in the transactions contemplated by the School Documents and Bondholders' Risks is true, accurate and complete in all material respects; (E) all resolutions and other actions required to be approved or taken by or on behalf of the School authorizing and approving the transactions described or contemplated in this Bond Purchase Agreement or in the Official Statement, the execution of or approving the respective forms of, as the case may be, this Bond Purchase Agreement, the Indenture, the School Documents and the Bonds have been duly approved by the Board of Directors of the School, are in full force and effect and have not been modified, amended or repealed; (F) the School has all necessary licenses, approvals, accreditations and permits presently required under federal, state and local laws to operate its facilities; (G) the School is a nonprofit corporation organized and validly existing under the laws of the

State of Minnesota with full power and authority to conduct its business; and (H) there are no adverse IRS determinations and no proceedings are pending or, to the knowledge of such officer, threatened in any way contesting or affecting the School's status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or which would subject any income of the School to federal income taxation;

(viii) Certified copies of the Borrower's resolutions or comparable actions of its Board of Directors authorizing the execution and delivery of the Borrower Documents and approving the Bonds and the Official Statement;

(ix) Certified copies of the School's resolutions or comparable actions of its Board of Directors approving the actions of the Borrower and the transaction contemplated herein, authorizing the execution and delivery of the School Documents and approving the Official Statement;

(x) A title insurance policy, or commitment therefore, in a form satisfactory to the Underwriter and Bond Counsel;

(xi) Evidence that the Bonds have been rated BBB- or better by Standard and Poor's Ratings Group, a division of McGraw Hill;

(xii) [Reserved];

(xiii) [Reserved];

(xiv) An execution copy or other copy, certified to our satisfaction as true and correct, of each of the following items: the Mortgage, the Lease, the Lease Assignment, the Pledge Agreement, the Continuing Disclosure Agreement, the Loan Agreement, the Indenture, the Tax Regulatory Agreement, the Resolution, the policy of title insurance referred to in clause (x) of this paragraph, the Borrower's articles of incorporation, bylaws, 501(c)(3) determination letter and certificate of good standing in Minnesota, the School's articles of incorporation, bylaws, 501(c)(3) determination letter, and certificate of good standing in Minnesota;

(xv) Such additional legal opinions, certificates, proceedings, agreements, instruments and other documents as counsel for the Underwriter, or Bond Counsel, may reasonably request to evidence compliance with any legal requirements, to provide such additional assurances as the Underwriter may request, the truth and accuracy, as of the time of Closing, of any representations given and the due performance or satisfaction at or prior to such time of all agreements then to be performed and all conditions then to be satisfied as conditions precedent to the issuance of the Bonds;

If the Issuer, the Borrower, or the School shall be unable for any reason to satisfy the conditions of the Underwriter's obligation contained in this Bond Purchase Agreement or if the Underwriter's obligation shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and none of the Underwriter, the Issuer, the Borrower, or the School shall have any further obligations or liability hereunder,

except that the respective obligations of the Issuer, the Borrower, the School, and the Underwriter set forth in Section 7 hereof, shall continue in full force and effect.

6. **Amendments to Official Statement.** After the date of the Official Statement and so long as the Underwriter, or dealers, if any, participating in the original distribution of the Bonds, are offering Bonds which constitute the whole or a part of their unsold participations, the Issuer, the Borrower or the School will (a) not adopt any amendment of or supplement to the Official Statement without the prior written consent of the Underwriter, and (b) during such period or for forty-five (45) days from the date of the Closing, whichever is earlier, if any event relating to or affecting the Official Statement shall occur as a result of which, in the reasonable judgment of the Underwriter, it is necessary to amend or supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriter, at the expense of the Borrower, a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriter) which will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. For the purposes of, and during the period of time provided by this Section, the Issuer, the Borrower and the School will furnish, or cause to be furnished, such information with respect to itself as the Underwriter may from time to time reasonably request.

7. **Payment of Expenses.**

(a) Upon and subject to the issuance, sale and delivery of the Bonds by the Issuer, the Borrower agrees to pay either directly or, to the extent permitted under federal tax law as determined by Bond Counsel, from the proceeds of the Bonds, all expenses and costs to effect the authorization, preparation, issuance, delivery, and sale of the Bonds, including, without limitation, (i) the Underwriter fee of $_____, (ii) rating agency fees and expenses, if any, (iii) the fees and disbursements of Bond Counsel, the fees and disbursements of Borrower's and School's counsel, (iv) the fees and disbursements of the Issuer, Issuer's Counsel, and the Trustee, (v) the fees and disbursements of Underwriter's counsel, (vi) the fees and expenses of Underwriter's counsel in connection with qualification of the Bonds for sale under any Blue Sky or other securities laws and regulations of various jurisdictions and preparation of any Blue Sky survey, (vii) the fees and expenses of certified public accountants, (viii) the expenses and costs for the printing and distribution of the Bonds, the Preliminary Official Statement and the final Official Statement, (ix) the expenses and costs for photocopying the Preliminary Official Statement, the final Official Statement, the Resolution, the Indenture, the Borrower Documents, the School Documents, and all other agreements and documents contemplated hereby, and (x) the various other expenses and costs of Closing.

(b) If the Bonds are not issued and delivered by the Issuer to the Underwriter, as a result of the failure by the Borrower or the School to perform any of their obligations under this Bond Purchase Agreement (other than a failure of the Underwriter to comply with its obligation set forth in Section 1 hereof, if such obligation is not otherwise excused or terminated as provided herein) or as a result of the Borrower or the School failing to reach agreement with the Underwriter as to the terms and conditions of the transactions and documents contemplated hereby, the Borrower and the School agree that they shall pay all expenses set forth in this

Section 7 including, but not limited to, all reasonable fees and expenses of the Issuer, Issuer's Counsel, Bond Counsel and Best & Flanagan LLP counsel to the Underwriter.

8. **Rule 15c2-12 and Related Matters.** Each of the parties hereto agrees to reasonably cooperate with each other in order to carry out and comply with certain requirements of the Rule.

The Underwriter has obtained and reviewed the Official Statement and, on the basis of such review, the Underwriter states that it has no reason to believe that the key representations contained therein are not truthful and complete (and in reaching such conclusion the Underwriter has relied upon (a) the accuracy and completeness of the financial information of the Borrower included in the Official Statement; (b) the accuracy and completeness of the discussion under the heading "TAX MATTERS" in the Official Statement; and (c) the accuracy of all the other information furnished by the Borrower).

9. **MSRB Rule G-11 and Allocation of Bonds**. The Borrower, the School and the Issuer acknowledge that the Underwriter, without regard to priority, may allocate the Series 2013 Bonds between customer orders and orders that could be considered to be from "related accounts" for purposes of MSRB Rule G-11. The Issuer and the Borrower hereby agree to the Underwriter's allocation of the Series 2013 Bonds to the orders that the Underwriter received during the order period for the Series 2013 Bonds, regardless of priority between customer accounts and those accounts that could be considered "related accounts".

10. **Indemnification.** The Borrower and the School agree, jointly and severally, to indemnify and hold harmless the Issuer and, except with respect to the Underwriter Portion, defined below, the Underwriter and each person, if any, who controls (as such term is defined in Section 15 of the 1933 Act) the Issuer or the Underwriter against any and all losses, claims, damages and liability (a) arising out of any statement or information in the Official Statement that is untrue in any material respect or the omission therefrom of any statement which should be contained therein as of the date of the delivery of the Bonds for the purpose for which a Official Statement is to be used or which is necessary to make the statements and information therein not misleading in any material respect; and (b) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Borrower and the School. In case any claim shall be made or action brought against the Underwriter or the Issuer or any controlling person (as aforesaid) based upon the Official Statement, in respect of which indemnity may be sought against the Borrower and the School, the person or persons seeking indemnity shall promptly notify the Borrower and the School in writing setting forth the particulars of such claim or action and the Borrower and the School shall assume the defense thereof including the retention of counsel and the payment of all expenses. The person or persons seeking indemnity or any such controlling person shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such person seeking such indemnity unless (i) the retention of such counsel has been specifically authorized by the Borrower and the School or (ii) in the reasonable judgment of the person seeking such indemnity, such separate counsel is advisable by reason of any actual or potential conflict of interest or by reason of separate defenses.

To the same extent as the foregoing indemnity from the Borrower and the School to the Issuer and the Underwriter, the Underwriter agrees to indemnify and hold harmless the Issuer, and each person, if any, who controls (as such term is defined in Section 15 of the 1933 Act) the Issuer, but only with reference to (a) the price and yield of the Bonds stated on the cover of the Official Statement, (b) the optional redemption dates and prices for the Bonds, (c) the last paragraph of the cover of the Official Statement, (d) the information under the heading "Underwriting" in the Official Statement, which information has been furnished by the Underwriter specifically for use in preparation thereof (collectively, (a) through (d) above are referred to as the "Underwriter Portion") and (e) allegations or determinations that the Underwriter itself has violated the agreement set forth in Section 3(d) hereof or the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or any applicable state blue sky law in the offer or sale of the Bonds. In case any such claim shall be presented in writing or any action shall be brought against the Issuer with respect thereto, indemnity may be sought from the Underwriter on account of its agreement contained in this Section, the Underwriter shall have the rights and duties given to the Borrower in the above paragraph and the Issuer shall have the rights and duties given by the above paragraph to the persons therein referred to as controlling persons.

The indemnities contained herein shall survive the Closing under the Bond Purchase Agreement and any investigation made by or on behalf of the Underwriter or the Issuer or any person who controls any of such parties of any matters described in or related to the transactions contemplated hereby and by the final Official Statement, the Resolution, the Indenture, any Borrower Documents and any School Documents.

The parties hereto shall not be liable to indemnify any person in any settlement of any action effected without its consent. The parties hereto shall not be liable for any judgment if, as a result of the failure of the indemnified person to give notice of the commencement of a suit in respect of which indemnity shall be sought, the parties hereto are not provided sufficient notice to defend such suit.

11. **Notices.** Any notice or other communication to be given to the Issuer, the Borrower or the School under this Bond Purchase Agreement may be given by delivering the same in writing to the addresses set forth above, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the Underwriter c/o Manager, Public Finance Department, 90 South 7th Street, Suite 4300, Minneapolis, MN 55402-4115.

12. **Benefit.** This Bond Purchase Agreement is made solely for the benefit of the Issuer, the Borrower, the School, and the Underwriter (including its successors or assigns), and no other person, partnership, association, or corporation shall acquire or have any right hereunder or by virtue hereof.

13. **Approval.** The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the undersigned and delivered to you.

14. **Governing Law; Counterparts; Consent to Jurisdiction.** This Bond Purchase Agreement shall be governed by the laws of the State of Minnesota and may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Any dispute or claim arising from or relating to this Bond Purchase Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the American Arbitration Association pursuant to the Commercial Arbitration Rules as then in force, except as modified by the specific provisions of this Bond Purchase Agreement. The law applicable to the validity of this arbitration provision, the conduct of the arbitration, including any resort to a court for provisional remedies, the enforcement of any award and any other question of arbitration law or procedure shall be the Uniform Arbitration Act, Minnesota Chapter 572. The parties agree that the Minnesota State courts and the federal courts located in Minnesota shall have exclusive jurisdiction over an action brought to enforce the rights and obligations arising from this provision to arbitrate, and each of the parties hereto irrevocably submits to the jurisdiction of said courts. Notwithstanding the foregoing, however, application may be made by either party to any court of competent jurisdiction wherever situated for enforcement of any judgment and the entry of whatever orders are necessary for such enforcement. Process in any action arising out of or relating to this Bond Purchase Agreement may be served on either party to this Bond Purchase Agreement anywhere in the world by delivery in person against receipt or by registered or certified mail, return receipt requested.

The arbitration shall be conducted before a tribunal composed of one neutral arbitrator chosen by mutual agreement of the parties or, if no such mutual selection is made, in accordance with the procedures of the Commercial Arbitration Rules. The arbitrator shall be an attorney admitted to the Bar of the State of Minnesota who shall have practiced for at least fifteen (15) years, and shall have significant expertise in the areas of public and education finance. The arbitrator shall determine the rights and obligations of the parties according to the substantive laws of the State of Minnesota, excluding conflicts of laws principles. The arbitration award shall be based on and accompanied by a written opinion containing findings of fact and conclusions of law. The place of arbitration shall be in Minnesota unless otherwise agreed by the parties or unless the arbitrator designates some other location.

DOUGHERTY & COMPANY LLC,
as Underwriter herein specified

By_____
Its _____

Approved and Agreed to:

PCS BUILDING COMPANY

By_____
Its: _____

Approved and Agreed to:

PACT CHARTER SCHOOL

By_____
Its: _____

Approved and Agreed to:

CITY OF RAMSEY, MINNESOTA

By_____
Its: Mayor

By_____
Its: Administrator

Signature page for the Bond Purchase Agreement

SCHEDULE I

$_____
CITY OF RAMSEY, MINNESOTA
CHARTER SCHOOL LEASE REVENUE BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013A
and
$_____*
CITY OF RAMSEY, MINNESOTA
TAXABLE CHARTER SCHOOL LEASE REVENUE BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013B

Dated: _____, 2013

EXHIBIT A-1
TO THE
BOND PURCHASE AGREEMENT

Forms of Bond Counsel Opinions

$_____
CITY OF RAMSEY, MINNESOTA
CHARTER SCHOOL LEASE REVENUE BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013A

We have acted as Bond Counsel in connection with the issuance by the City of Ramsey, Minnesota (the "Issuer"), of its Charter School Lease Revenue Bonds (PACT Charter School Project) Series 2013A (the "Bonds"), in the aggregate principal amount of **$**_____ and bearing a date of original issue as of _____, 2013. We have examined the law and such certified proceedings and other documents as deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer and PCS Building Company, a Minnesota nonprofit corporation, (the "Company"), contained in the Indenture of Trust dated as of _____, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association (the "Trustee") and the Loan Agreement dated as of _____, 2013, between the Issuer and the Company (the "Loan Agreement"), a Bond Purchase Agreement dated as of _____, 2013, by and among Dougherty & Company LLC (the "Original Purchaser"), the Issuer, the Company, and PACT Charter School Project, a Minnesota nonprofit corporation (the "School"), and upon the certified proceedings of the Issuer and other certifications of public officials furnished to us and certifications by officers of the Company and the School (including, but not limited to, certifications as to the use of Bond proceeds) without undertaking to verify the same by independent investigation.

Based upon such examinations, and assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, and the accuracy of the statements of fact contained in such documents, and based upon present Minnesota and Federal laws (which excludes any pending legislation which may have a retroactive effect prior to the date hereof), regulations, rulings, and judicial or other decisions, it is our opinion that:

(a) the Issuer is a municipal corporation duly organized and existing under the Constitution and laws of the State of Minnesota with authority under Minnesota Statutes, Sections 469.152 through 469.1651, as amended (the "Act"), to issue the Bonds, to loan the proceeds thereof to the Company pursuant to the Loan Agreement and to execute and deliver the Indenture to secure the Bonds;

(b) the Indenture and the Loan Agreement have been duly and validly authorized, executed, and delivered by the Issuer and, assuming due authorization and execution by the other

parties thereto, are valid instruments legally binding on the Issuer and legally enforceable against the Issuer in accordance with their terms, except to the extent that enforceability of the indemnification provisions in the Loan Agreement is limited by state and federal securities laws;

(c) the proceedings show lawful authority for issuance of the Bonds under the Indenture and under the provisions of the Constitution and laws of the State of Minnesota now in force, including the Act;

(d) the Bonds have been duly and validly executed and delivered by the Issuer and authenticated by the Trustee, and are valid and binding special, limited obligations of the Issuer payable in accordance with their terms, secured by and entitled to the benefits provided by the Indenture; and the Bonds are payable solely from the revenues and other sums (the "Revenues") irrevocably pledged to the payment of the Bonds and interest thereon under the Indenture;

(e) the Bonds are not a general obligation or indebtedness of the Issuer within the meaning of any constitutional or statutory limitation, and do not constitute or give rise to a pecuniary liability of the Issuer, or charge against their general credit or taxing powers, but are payable solely from Revenues pledged to the payment thereof in accordance with the provisions of the Indenture; and

(f) as of their date of issuance, the interest on the Bonds is excluded from gross income for United States income tax purposes and is excluded, to the same extent, from both gross income and net taxable income for State of Minnesota income tax purposes (other than Minnesota franchise taxes measured by income and imposed on corporations and financial institutions). Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations and the Minnesota alternative minimum tax applicable to individuals, estates, and trusts. It should be noted, however, for the purpose of computing the federal alternative minimum tax imposed on corporation, such interest is taken into account in determining adjusted current earnings. The opinion set forth in this paragraph is subject to the condition that the Issuer, the Company, and the School comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Bonds to be so included in gross and net taxable income retroactive to the date of issuance of the Bonds. The Issuer, the Company, and the School have covenanted to comply with such requirements. We express no opinion regarding other federal or state tax consequences arising with respect to ownership of the Bonds or caused by the receipt or accrual of interest thereon.

It is understood that the rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture, and the Loan Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Dated this ___ day of _____, 2013.

$_____
CITY OF RAMSEY, MINNESOTA
TAXABLE CHARTER SCHOOL LEASE REVENUE BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013B

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the City of Ramsey, Minnesota (the "Issuer"), of its Taxable Charter School Lease Revenue Bonds (PACT Charter School Project) Series 2013B (the "Bonds"), in the aggregate principal amount of **$**_____ and bearing a date of original issue as of _____, 2013. We have examined the law and such certified proceedings and other documents as deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Issuer and PCS Building Company, a Minnesota nonprofit corporation, (the "Company"), contained in the Indenture of Trust dated as of _____, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association (the "Trustee") and the Loan Agreement dated as of _____, 2013, between the Issuer and the Company (the "Loan Agreement"), a Bond Purchase Agreement dated as of _____, 2013, by and among Dougherty & Company LLC (the "Original Purchaser"), the Issuer, the Company, and PACT Charter School Project, a Minnesota nonprofit corporation (the "School"), and upon the certified proceedings of the Issuer and other certifications of public officials furnished to us and certifications by officers of the Company and the School (including, but not limited to, certifications as to the use of Bond proceeds) without undertaking to verify the same by independent investigation.

As to questions of fact material to our opinion, we have relied upon certified proceedings, documents and certifications furnished to us by representatives of the Issuer, the Corporation and the School without undertaking to verify such facts by independent investigation. We have relied upon (1) the opinion[s] of John Cairns Law, P.A., counsel to the Corporation and to the School as to: (a) the due organization, existence and good standing of the Corporation and the School under the laws of the State of Minnesota (the "State"); (b) the due and valid authorization, execution and delivery by the Corporation of the Loan Agreement, the Lease and the Bond Purchase Agreement and the power and authority of the Corporation to execute, deliver, perform and carry out its obligations thereunder; (c) the due and valid authorization, execution and delivery by the School of the Lease, the Pledge Agreement and the Bonds Purchase Agreement and the power and authority of the School to execute, deliver, perform and carry out its obligations thereunder; (d) the status of the Corporation and the School as organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and exempt from taxation under Section 501(a) of the Code; (e) the characterization of the activities of the Corporation and the School in connection with the use of the facilities financed or refinanced with the proceeds of the Bonds.

From such examination, assuming the authenticity of the documents examined by us, the genuineness of the signatures thereon and the accuracy of the facts stated therein, and based upon federal and Minnesota laws, regulations, rulings and decisions in effect on the date hereof, it is our opinion that:

(1) The Issuer is a municipal corporation of the State and has full power and authority under the Constitution and laws of the State, including Minnesota Statutes, Sections 469.152 through 469.1651, as amended, to issue the Bonds, to loan the proceeds thereof to the Corporation and to pledge the payments to be received pursuant to the Loan Agreement to the Trustee as security for the payment of the principal of, premium, if any, and interest on the Bonds, respectively.

(2) The Loan Agreement, the Bond Indenture and the Bond Purchase Agreement have been duly and validly authorized, executed and delivered by the Issuer and, assuming the due and valid authorization, execution and delivery by the other parties thereto, are valid and binding special, limited obligations of the Issuer enforceable in accordance with their terms, except to the extent to which the enforceability thereof may be limited by state and federal laws, rulings, decisions and principles of equity affecting remedies and by bankruptcy, reorganization, moratorium and other laws of general application relating to or affecting the enforcement of creditors' rights or laws relating to creditors' rights against public instrumentalities.

(3) The Bonds have been duly and validly authorized, executed and delivered by the Issuer and are valid and binding special, limited obligations of the Issuer enforceable in accordance with their terms and the terms of the Indenture, except to the extent to which enforceability thereof may be limited by state and federal laws, rulings, decisions and principles of equity affecting remedies and by bankruptcy, reorganization, moratorium and other laws of general application relating to or affecting the enforcement of creditors' rights or laws relating to creditors' rights against public instrumentalities. The Bonds are not general obligations or indebtedness of the Issuer or the State within the meaning of any constitutional, statutory or charter limitation or a charge against their general credit or taxing powers, but are payable solely from the revenues pledged to the payment thereof, secured by the provisions of the Indenture. By the Indenture, the Issuer has validly granted to the Trustee a security interest in all of its right, title and interest in the Loan Agreement (except for certain rights to fees, administrative costs and indemnification). Under the Indenture, the payments required to be made under the Loan Agreement, in amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, are to be paid to the Trustee for the account of the Issuer and deposited in special trust accounts created by the Indenture and pledged for that purpose.

We have not been engaged, and have not undertaken, to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds, and we express no opinion relating thereto.

Dated: _____, 2013.

Very truly yours,

EXHIBIT A-2
TO THE
BOND PURCHASE AGREEMENT

Form of Supplemental Opinion of Bond Counsel

_____, 2013

Dougherty & Company LLC
90 South Seventh Street, Suite 4300
Minneapolis, MN 55402-4115

Best & Flanagan LLP
225 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402

Re: **$**_____ City of Ramsey, Minnesota Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013A and **$**_____ City of Ramsey, Minnesota Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013B (collectively, the "Bonds")

Ladies and Gentlemen:

We have delivered this day our approving legal opinion relating to the above-referenced bonds (the "Bonds"), which you may rely upon as though addressed to you. We have also examined a copy of the Official Statement dated _____, 2013 relating to the Bonds (the "Official Statement") and such other documents relating to the Bonds as are referred to in our approving opinion. Terms used herein shall have the meaning assigned in our other opinion, or if not defined therein, as defined in the Official Statement. Based upon such examinations and present laws, regulations, rulings and decisions, it is our opinion that:

1. The offer and sale of the Bonds and the underlying securities, if any, are exempt from registration under the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.

2. The description of the Bonds, the Indenture, the Loan Agreement, the Mortgage and the Tax Regulatory Agreement (collectively, the "Bond Documents") under the captions "SUMMARY INFORMATION," "INTRODUCTORY STATEMENT," "THE SERIES 2013 BONDS," "SECURITY FOR THE BONDS," and "TAX MATTERS" in the Official Statement and in Appendix C: "THE LOAN AGREEMENT," "THE INDENTURE," "THE MORTGAGE" and "THE PLEDGE AND COVENANT AGREEMENT" to the Official Statement are fair and accurate and conform in all material respects to the provisions of the Bond Documents purported to be summarized therein, and the applicable statements contained in the Official Statement under the caption "TAX MATTERS" accurately reflect the applicable portions of our approving legal opinion referenced above in all material respects.

You may rely on our approving legal opinion referenced above as if it were addressed to you.

Very truly yours,

EXHIBIT B
TO THE BOND
BOND PURCHASE AGREEMENT

[Intentionally Omitted.]

EXHIBIT C
TO THE BOND
BOND PURCHASE AGREEMENT

Form of Opinion of Counsel to the Borrower and the School

Dougherty & Company LLC
90 South Seventh Street, Suite 4300
Minneapolis, Minnesota 55402-4115

Best & Flanagan LLP
225 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402

Briggs & Morgan, P.A.
80 South Eighth Street, Suite 2200
Minneapolis, Minnesota 55402

Wells Fargo Bank, National Association
Corporate Trust & Escrow Services
625 Marquette Avenue, 11th Floor
MAC: N9311-115
Minneapolis, Minnesota 55479

Re: **$**_____ City of Ramsey, Minnesota Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013A and **$**_____ City of Ramsey, Minnesota Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013B (collectively, the "Bonds")

Ladies and Gentlemen:

We have acted as counsel to PCS Building Company (the "Borrower") and PACT Charter School (the "School"), in connection with the issuance of the captioned bonds (the "Bonds"). This opinion is being delivered to you pursuant to Section 5(d)(iii) of the Bond Purchase Agreement, dated _____, 2013 (the "Bond Purchase Agreement"), between Dougherty & Company LLC (the "Underwriter"), the Borrower, the School, and the City of Ramsey, Minnesota (the "Issuer"). All terms used with initial capital letters but not defined herein have the meanings assigned to them in the Bond Purchase Agreement.

We have examined the following documents: (1) the Bond Purchase Agreement; (2) the Indenture of Trust, dated as of _____, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, as Trustee (the "Trustee"); (3) the Loan Agreement, dated as of _____, 2013 (the "Loan Agreement"), between the Issuer and the Borrower; (4) the Mortgage, Security Agreement, and Assignment of Rents dated as of _____, 2013 between the Issuer and the Borrower (the "Mortgage"); (5) the Lease Agreement dated as of _____, 2013 (the "Lease") between the Borrower and the School; (6) the Assignment of Lease dated as of _____, 2013 (the "Lease Assignment") from the Borrower to the Trustee; (7) the Tax Regulatory Agreement dated as of _____, 2013 (the "Tax Regulatory Agreement") between the Issuer, the Trustee, the Borrower, and the School; (8) the Pledge and Covenant Agreement dated as of _____, 2013 (the "Pledge Agreement") from the School to the Trustee; (9) the Continuing Disclosure Agreement dated as of _____, 2013 (the

"Continuing Disclosure Agreement") between the Borrower, the School, and the Trustee; (10) certificates and affidavits of representatives of the Issuer, the Borrower, the School, and other public officials. We have also reviewed such questions of law as we have considered necessary and appropriate for the purposes of our opinions set forth below. For purposes of this opinion, "Documents" means the documents listed in (1) through (10) above.

In rendering our opinions set forth below, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to us as copies. We have also assumed the legal capacity for all purposes relevant hereto of all natural persons and, with respect to all parties to agreements or instruments relevant hereto other than the Borrower or the School, that such parties had the requisite power and authority (corporate or otherwise) to execute, deliver and perform such agreements or instruments, that such agreements or instruments have been duly authorized by all requisite action (corporate or otherwise), executed and delivered by such parties and that such agreements or instruments are the valid, binding and enforceable obligations of such parties. As to questions of fact material to my opinions, we have relied upon the representations made in the Bond Purchase Agreement and the Loan Agreement and upon certificates of officers of the Borrower, the School, the Issuer, and of other public officials (including, without limitation, those certificates delivered to others at the Closing).

Our opinions expressed below as to certain factual matters are qualified as being limited "to my knowledge" or by other words to the same or similar effect. Such words, as used herein, mean the information known to us in connection with the transactions contemplated by the Bond Purchase Agreement and the Loan Agreement. In rendering such opinions, we have conducted no review of documents in our files relating to any other matters in which we have represented the Borrower and the School.

Based on the foregoing, we are of the opinion that:

1. The Borrower is validly existing in good standing as a nonprofit corporation under the laws of the State of Minnesota.

2. The School is validly existing in good standing as a non-profit corporation under the laws of the State of and is qualified to do business in Minnesota.

3. The Borrower is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), is exempt from federal income taxation under Section 501(a) of the Code. To the best of my knowledge, after reasonable investigation consisting of interviews with officers of the Borrower most likely to have relevant information, the Borrower has not declared and has not been determined to have any "unrelated business taxable income" as defined in Section 512 of the Internal Revenue Code arising out of the ownership, use or operation of the property to be financed or refinanced with the Bonds and the Borrower has no "unrelated business taxable income" from any source which could have a material adverse effect on its status as an organization described in Section 501(c)(3) of the Internal Revenue Code or its exemption from federal income taxation under Section 501(a) of the Internal Revenue Code or which, if such income were subject to federal income taxation,

would have a material adverse effect on the combined condition, financial or otherwise, of the Borrower.

4. The School is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), is exempt from federal income taxation under Section 501(a) of the Code. To the best of my knowledge, after reasonable investigation consisting of interviews with officers of the School most likely to have relevant information, the School has not declared and has not been determined to have any "unrelated business taxable income" as defined in Section 512 of the Internal Revenue Code arising out of the ownership, sue or operation of the property to be financed or refinanced with the Bonds and the School has no "unrelated business taxable income" from any source which could have a material adverse effect on its status as an organization described in Section 501(c)(3) of the Internal Revenue Code or its exemption from federal taxation under Section 501(a) of the Internal Revenue Code or which, if such income were subject to federal income taxation, would have a material adverse effect on the combined condition, financial or otherwise, of the School.

5. The composition of the Board of Directors of both the Borrower and the School are in compliance with the laws of the State of Minnesota and no members of either Board of Directors is interested in the Documents, the Project, or any contract, agreement, or job contemplated to be entered into or undertaken with respect to the contemplated transaction.

6. The proposed use of the Project by the Borrower and the School will not constitute an "unrelated trade or business" or "private business use" within the meaning of Sections 145(a)(2) and 141(b) of the Code. Neither the execution of the Documents by the Borrower and the School nor the ownership and operation of the Project as contemplated in the Documents and pursuant to the requirements of the Tax Regulatory Agreement will jeopardize the Borrower's or the School's status as organizations described in Section 501(c)(3) of the Code.

7. The Borrower has full power and authority to execute, deliver and perform its obligations under each of the Documents which it is a party and to own its property and conduct its business as presently conducted and as described in the Official Statement.

8. Each of the Documents has been duly authorized by all requisite corporate action, executed, and delivered by the Borrower.

9. Each of the Documents constitutes the valid and binding obligation of the Borrower enforceable in accordance with its terms.

10. The Lease, the Pledge Agreement, and the Continuing Disclosure Agreement have been duly authorized by all requisite corporate action, executed, and delivered by the School.

11. The Lease, the Pledge Agreement, and the Continuing Disclosure Agreement constitute valid and binding obligations of the School enforceable in accordance with its terms.

12. The execution and delivery of the Documents and the Pledge Agreement will not violate or conflict with the Articles of Incorporation or Bylaws of the Borrower or the Articles of Incorporation or Bylaws of the School or any organizational document or proceeding organizing or establishing the Borrower or the School or any agreement or instrument known to us to which the Borrower or the School is a party or by which the Borrower or the School is bound.

13. The execution and delivery of the Documents and the Pledge Agreement and the sale and issuance of the Bonds will not, to our knowledge, violate any rule or regulation applicable to the Borrower or the School, of any governmental authority or regulatory body of the United States or the State of Minnesota, or any judgment, order or decree known to me and applicable to the Borrower or the School of any court, governmental authority or arbitrator (except for federal and state securities laws and antitrust laws, as to which we express no opinion).

14. To our knowledge, no consent, approval, authorization or order of, and no notice to or filing with, any governmental agency or body or any court is required to be obtained or made by the Borrower and the School for the sale and issuance of the Bonds pursuant to the Bond Purchase Agreement, except such as have been obtained or made and such as may be required under state securities or blue sky laws.

15. We know of no pending or overtly threatened lawsuits or claims against the Borrower or the School with respect to the issuance and sale of the Bonds pursuant to the Bond Purchase Agreement or which would adversely affect the validity of or security for the Bonds, the Indenture or any of the Documents.

16. We have not verified the information contained in the Official Statement, dated _____, 2013, relating to the Bonds (the "Official Statement"), or in the Appendices thereto, and we do not assume any responsibility for the accuracy, completeness or fairness of any statements contained in the Official Statement or the Appendices thereto and we make no representation that we have independently verified the accuracy, completeness or fairness of such statements. Based upon our experience as counsel to the Borrower and the School and participation in the preparation of the Official Statement, however, nothing has come to our attention that would cause me to believe that the descriptions of the Lease and the information contained in the Official Statement under the captions "SUMMARY INFORMATION," "INTRODUCTORY STATEMENT," "BONDHOLDERS' RISKS," "THE COMPANY," "THE SCHOOL," "THE PROJECT," "SOURCES AND USES OF FUNDS," "LITIGATION (as it relates to the Borrower and the School)," Appendix A: "THE COMPANY, THE SCHOOL, AND THE PROJECT," Appendix D: "CHARTER AGREEMENT WITHOUT EXHIBITS," Appendix E: "THE LEASE" and "THE PLEDGE AGREEMENT" (except with respect to the financial statements and other financial and statistical data included therein, as to which we make no comment) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

17. The distribution of the Official Statement has been duly approved by the Borrower and the School, and the Borrower and the School have duly executed and delivered the Official Statement. Such approval, execution, and delivery were duly authorized.

The opinions set forth above are subject to the following qualifications and exceptions:

(a) Our opinions in paragraphs 8 and 10 above are subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or other similar law of general application affecting creditors' or secured creditors' rights, or the enforcement of creditors' or secured creditors' rights against public corporations or instrumentalities thereof.

(b) Our opinions in paragraphs 8 and 10 above are subject to the effect of general principles of equity, including (without limitation) concepts of materiality, reasonableness, good faith and fair dealing, and other similar doctrines affecting the enforceability of agreements generally (regardless of whether considered in a proceeding in equity or at law).

(c) Our opinions in paragraphs 8 and 10 above are subject to possible judicial action giving effect to governmental actions or foreign laws affecting creditors' rights.

(d) Our opinions in paragraphs 8 and 10 above, insofar as they relate to indemnification provisions, are subject to the effect of federal and state securities laws and public policy relating thereto.

Our opinions expressed above are limited to the law of the State of Minnesota and the federal laws of the United States of America.

We hereby consent to the reference to this letter on the cover of, and under "LEGAL MATTERS" in, the Official Statement.

The foregoing opinions are being furnished to you solely for your benefit and may not be relied upon by, nor may copies be delivered to, any other person without our prior written consent.

Dated: _____, 2013.

Very truly yours,

EXHIBIT D
TO THE
BOND PURCHASE AGREEMENT

Form of Opinion of Counsel to the Underwriter

_____, 2013

Dougherty & Company LLC
90 South Seventh Street, Suite 4300
Minneapolis, MN 55402-4115

Re: **$**_____ City of Ramsey, Minnesota Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013A and **$**_____ City of Ramsey, Minnesota Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013B (collectively, the "Bonds")

Ladies and Gentlemen:

We have acted as counsel to Dougherty & Company LLC (the "Underwriter") in connection with that certain Bond Purchase Agreement, dated _____, 2013 between and among the City of Ramsey, Minnesota, PCS Building Company, PACT Charter School and the Underwriter (the "Bond Purchase Agreement") relating to the issuance and sale by the City of Ramsey, Minnesota (the "Issuer") of the captioned bonds (the "Bonds"), and the placement thereof by the Underwriter pursuant to the Bond Purchase Agreement. Capitalized terms defined in the Bond Purchase Agreement, and not otherwise defined herein, are used in this opinion with the meanings assigned to them in the Bond Purchase Agreement.

We have examined executed counterparts of the Bond Purchase Agreement, the Indenture, the Loan Agreement, the Mortgage, the Continuing Disclosure Agreement, the Tax Regulatory Agreement, the Pledge Agreement, the Lease, and the Resolution adopted by the Issuer on January 23, 2013 authorizing, among other things, the issuance and sale of the Bonds. We have also examined the originals, or copies, certified or otherwise identified to our satisfaction, of such other documents, certificates of public officials and other persons, and other materials as we have deemed necessary or advisable for purposes of this opinion, including documents relating to the authorization, execution, and delivery of the Bond Purchase Agreement and the other above-mentioned documents. As to various matters of fact material to such opinion, we have, when such facts were not independently established, relied to the extent we deem such reliance proper on certificates of the Issuer, the Borrower, the School, and public officials. We have assumed that all signatures on executed documents are genuine, that all certified copies conform to the originals, and that all certificates containing relevant facts are correct.

We do not express any opinion herein concerning any law other than the laws of the State of Minnesota and the federal laws of the United States of America.

We have participated in conferences at which the Official Statement was discussed. We have generally reviewed and discussed with the Underwriter, Bond Counsel, the officers of the

Issuer, the Borrower, and the School (or their respective counsel) the information and statements contained in the Official Statement, but we have not independently investigated or verified the accuracy or completeness of the statements and information contained in the Official Statement. As to the matters discussed in the Official Statement under the captions "DESCRIPTION OF THE SERIES 2013 BONDS," "SECURITY FOR THE SERIES 2013 BONDS," and "TAX MATTERS," Appendix E: "DEFINITIONS," "THE LOAN AGREEMENT," "THE INDENTURE," "THE MORTGAGE," and "THE PLEDGE AGREEMENT" we have relied on an opinion, dated the date hereof, of Briggs & Morgan, P.A., Minneapolis, Bond Counsel, and the certificates referred to above as to the accuracy of the statements contained therein.

As to matters discussed in the Official Statement under the captions "THE ISSUER" and "LITIGATION" (with respect to the Issuer only), we have relied on the certificates referred to above as to the accuracy of the statements contained therein.

As to matters discussed in the Official Statement under the captions, "SUMMARY OF INFORMATION," "INTRODUCTORY STATEMENT," "BONDHOLDERS' RISKS," "THE COMPANY," "THE SCHOOL," "THE PROJECT," "SOURCES AND USES OF FUNDS," "LITIGATION," Appendix A: "THE COMPANY, THE SCHOOL, AND THE PROJECT," Appendix D: "CHARTER AGREEMENT WITHOUT EXHIBITS" and Appendix E: "THE LEASE" and "THE PLEDGE AGREEMENT" in the Official Statement we have relied on an opinion, dated the date hereof, of John Cairns Law, P.A., Minneapolis, Minnesota, counsel to the Borrower and the School, and the certificates referred to above as to the accuracy of the statements contained therein.

Based on the foregoing, nothing has come to our attention which would lead us to believe that the Official Statement (except with respect to any financial or statistical data or forecasts, and information about DTC contained in or omitted from the Official Statement on which we express no opinion) contains any untrue statement of material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading.

This opinion is furnished solely for the benefit of the Underwriter and it may not be relied upon, used, circulated, quoted or otherwise referred to by any other person without our prior written consent.

Very truly yours,

BEST & FLANAGAN LLP

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This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2013

NEW ISSUE **Rating: _____**

BOOK-ENTRY-ONLY

In the opinion of Kennedy & Graven Chartered, as Bond Counsel, under existing laws, regulations, rulings, and decisions, and assuming compliance by the Issuer, the Trustee, the School and the Company with all requirements of the Internal Revenue Code of 1986, as amended, interest on the Series 2013A Bonds is excludable from gross income of the owners thereof for federal income tax purposes except as described under the heading "TAX MATTERS" herein and is excludable to the same extent from taxable net income of individuals, estates or trusts for Minnesota income tax purposes other than the Minnesota franchise tax measured by income and imposed on corporations and financial institutions. Interest on the Series 2013A Bonds is not an item of tax preference for purposes of the computation of the alternative minimum tax imposed on individuals and corporations under federal law and on individuals, trusts and estates under Minnesota law. However, interest on the Series 2013A Bonds is taken into account in the computation of adjusted current earnings for computing the federal alternative minimum tax imposed on corporations. No opinion will be expressed by Bond Counsel regarding other state or federal tax consequences caused by the receipt or accrual of interest on the Series 2013A Bonds or arising with respect to the ownership of the Series 2013A Bonds. See "TAX MATTERS" herein. Interest on the Series 2013B Bonds is <u>not</u> excludable from gross income and is subject to both federal and Minnesota State income taxation.

$11,180,000*
CITY OF RAMSEY
LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013A

$_____*
CITY OF RAMSEY
TAXABLE LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013B

Dated: _____ 1, 2013 **Due: As shown below**

The Series 2013 Bonds offered hereby are limited obligations of the City of Ramsey (the "Issuer") and do not constitute general obligations or a debt, liability, or pledge of the full faith and credit of the Issuer, the City of Ramsey, Minnesota (the "City"), the State of Minnesota or of any political subdivision or agency thereof. The Series 2013 Bonds are not secured by or payable from any taxes, revenues or assets of the Issuer except for the Issuer's interest in the Loan Agreement and amounts held pursuant to the Indenture as described herein. Undefined capitalized terms used on this cover are defined in the text hereof or Appendix E.

Pursuant to the Loan Agreement, all proceeds of the Series 2013 Bonds will be loaned by the Issuer to City of Ramsey (the "Company"), a Minnesota non-profit corporation and 501(c)(3) organization. Proceeds of the Series 2013 Bonds will be used to: (i) refund the Issuer's Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2004 which previously financed the existing school facility at _____ (the "Schoolhouse") in the City of Ramsey, Minnesota (the "City") operated by the PACT Charter School, a Minnesota nonprofit corporation (the "School"); (ii) fund a debt service reserve fund; and (iii) pay the costs of issuing the Bonds (the "Project"). The Schoolhouse will be owned by the Borrower and leased to and operated by the School.

The Series 2013 Bonds will be payable from the moneys held for the payment thereof by Wells Fargo Bank, National Association in Minneapolis, Minnesota, or its successors, as Trustee under the Indenture, including amounts held in the Reserve Fund and Loan Repayments to be made by the Company under the Loan Agreement. The Series 2013 Bonds will be secured by a mortgage lien on and security interest in the Project and an assignment of all rents, revenues and profits of the Project in favor of the Trustee, subject to certain Permitted Encumbrances. The Project will be leased by the Company to the School pursuant to a Lease Agreement (the "Lease"), which the Company shall assign to the Trustee. Under the Lease, the School will be required to make Lease Payments in amounts sufficient to pay debt service on the Series 2013 Bonds, plus certain other payments. To secure the full and timely payments of such amounts due under the Lease, the School will create a special depository account (the "Sweep Account") into which there shall be deposited all funding received by the School from the State of Minnesota Department of Education (including certain pass-through payments of federal funds) and from which there shall be automatically transferred to the Trustee (within one Business Day) all Lease Payments due from the School. Certain revenues ("Adjusted Pledged Revenues") of the School shall also be pledged as additional security for the Series 2013 Bonds pursuant to a Pledge Agreement in favor of the Trustee.

The Series 2013 Bonds will be issued as fully registered bonds in the denomination of $5,000 and integral multiples thereof and will initially be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of the Series 2013 Bonds will be made in book entry form only. Purchasers of beneficial interests will not receive certificates representing their interest in the Series 2013 Bonds. Payments of principal of and interest on the Series 2013 Bonds, and premium, if any, will be made directly to DTC or its nominee, Cede & Co., so long as DTC or Cede & Co. is the registered owner of the Series 2013 Bonds. Disbursement of such payment to the DTC Participants (as defined herein) is the responsibility of DTC and disbursement of such payments to the Beneficial Owners (as defined herein) is the responsibility of the DTC Participants, as more fully described herein.

The Series 2013 Bonds are subject to redemption as described herein under "THE SERIES 2013 BONDS - Redemption of Series 2013 Bonds."

MATURITY SCHEDULE

Series 2013A Bonds

$_____ Bonds at _____%, Due _____, 2014 - Price _____% CUSIP No. _____
$_____ Bonds at _____%, Due _____, 2014 - Price _____% CUSIP No. _____
$_____ Bonds at _____%, Due _____, 2014 - Price _____% CUSIP No. _____
$_____ Bonds at _____%, Due _____, 2014 - Price _____% CUSIP No. _____
$_____ Bonds at _____%, Due _____, 2014 - Price _____% CUSIP No. _____
$_____ Bonds at _____%, Due _____, 2014 - Price _____% CUSIP No. _____

Taxable Series 2013B Bonds

$_____ Bonds at _____%, Due _____, 2014 - Price _____% CUSIP No. _____

An investment in the Series 2013 Bonds is subject to certain risks. See –"BONDHOLDERS' RISKS" herein.

The Series 2013 Bonds are offered, subject to prior sale, when, as and if accepted by the Underwriter named below and subject to an opinion as to validity of the Series 2013 Bonds and tax exemption of the Series 2013A Bonds by Briggs and Morgan, Professional Association, Minneapolis, Minnesota, Bond Counsel, the approval of certain matters by Best & Flanagan LLP, Minneapolis, Minnesota, as counsel to and solely for the benefit of the Underwriter, the approval of certain matters by John Cairns Law, P.A., Minneapolis, Minnesota, as counsel to the Company and the School, and certain other conditions. It is expected that delivery of the Series 2013 Bonds will be made on or about _____ 26, 2013 through the facilities of DTC in New York, New York, against payment therefor. Subject to applicable securities laws and prevailing market conditions, the Underwriter intends, but is not obligated, to effect secondary market trading in the Series 2013 Bonds. For information with respect to the Underwriter, see "UNDERWRITING" herein.

DOUGHERTY & COMPANY LLC

The date of this Official Statement is _____ 25, 2013

** Preliminary, subject to change*

Issuer
City of Ramsey, Minnesota
Ramsey, Minnesota

Company
PCS Building Company
Ramsey, Minnesota

Charter School
PACT Charter School
Ramsey, Minnesota

Charter School Officers

Company and Charter School's Counsel
John Cairns Law, P.A.
Minneapolis, Minnesota

Bond Counsel
Briggs and Morgan, Professional Association
Minneapolis, Minnesota

Underwriter
Dougherty & Company LLC
Minneapolis, Minnesota

Underwriter's Counsel
Best & Flanagan LLP
Minneapolis, Minnesota

Trustee and Paying Agent
Wells Fargo Bank, National Association
Minneapolis, Minnesota

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THESE SECURITIES UNDER THE SECURITIES OR BLUE SKY LAWS OF THE STATES IN WHICH THEY HAVE BEEN REGISTERED OR QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THESE SECURITIES OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

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No person has been authorized by the Issuer, the Underwriter, or the Company to give any information regarding the Series 2013 Bonds, the Company, the School, the Project, the offering contained herein and related matters or to make any representations other than those contained in this Preliminary Official Statement and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which it is unlawful for any person to make such offer or solicitation. The information set forth herein has been provided by or on behalf of the Company. Neither the Issuer nor the Underwriter makes any guarantee as to accuracy or completeness of such information, and its inclusion herein is not to be construed as a representation by the Underwriter or the Issuer. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement at any time nor any sale made hereunder creates any implication that the information herein is correct as of any time subsequent to its date.

Neither the Issuer nor any of its members, agents, employees or representatives have reviewed this Official Statement or investigated the statements or representations contained herein, except for those statements relating to the Issuer set forth under the captions "THE ISSUER" and "LITIGATION – Issuer." Except with respect to the information contained under such captions, neither the Issuer nor any of its members, agents, employees or representatives makes any representation as to the completeness, sufficiency and truthfulness of the statements set forth in this Official Statement. Members of the governing body of the Issuer and any other person executing the Bonds are not subject to personal liability by reason of the issuance of the Bonds. The Issuer assumes no responsibility for this Official Statement and has not reviewed or undertaken to verify any information contained herein.

SUMMARY INFORMATION

The following is a summary of certain information contained in this Official Statement. The summary is not comprehensive or complete and is qualified in its entirety by reference to the complete Official Statement. Undefined capitalized terms used below are defined in Appendix E hereto or elsewhere in this Official Statement.

The Series 2013 Bonds	Collectively, the $11,180,000* Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A and the $_____* Taxable Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013B and, together with the Series 2013A Bonds, the "2013 Bonds" to be issued by the City of Ramsey in denominations of $5,000 or any integral multiple thereof. See "THE SERIES 2013 BONDS - Interest; Maturity; Payment."
Payment	Interest accrues on the Series 2013 Bonds at the rates set forth on the cover hereof from the dated date and is payable on _____ 1 and _____ 1 of each year (commencing _____ 1, 2013) by check or draft of the Trustee mailed on such dates to the persons who were the registered owners of the Series 2013 Bonds as of the 15th day of the month preceding each interest payment date; provided that any holder of not less than $1,000,000 principal amount of Series 2013 Bonds may receive payment of interest by wire transfer upon proper instruction to the Trustee. Principal and premium, if any, will be payable at the principal corporate trust office of the Trustee. See "THE SERIES 2013 BONDS – Interest; Maturity; Payment."
Payment Redemption or Prepayment	As more fully described herein, the Series 2013 Bonds are subject to redemption or prepayment prior to maturity, as follows: (a) optional redemption of the Series 2013A Bonds maturing on or after _____ 1, 20__ upon request of the Company in whole or in part on any date, on and after _____ 1, 20__, at par plus accrued interest; (b) extraordinary redemption at par plus accrued interest due to the occurrence of certain casualty, condemnation, or other unexpected events; (c) for the Series 2013A Bonds maturing on _____ 1, 20__, 20__, 20__, and 20__ (the "Series 2013 Term Bonds"), mandatory redemption at par plus accrued interest due to sinking fund redemption; (d) mandatory redemption in whole upon the occurrence of a Determination of Taxability at par plus accrued interest plus, with respect to the Series 2013A Bonds, a premium of 3% of the principal redeemed; and (e) acceleration due to an Event of Default occurring under the Indenture, the Loan Agreement, the Tax Regulatory Agreement, the Lease, the Pledge Agreement or the Mortgage. See "THE SERIES 2013 BONDS - Redemption of Series 2013 Bonds."

Use of Proceeds	Proceeds of the Series 2013 Bonds will be loaned pursuant to a Loan Agreement to the Company to: (i) refund the Issuer's Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2004 which previously financed the existing school facility at _____ (the "Schoolhouse") in the City of Ramsey, Minnesota (the "City") operated by the PACT Charter School, a Minnesota nonprofit corporation (the "School"); (ii) fund a debt service reserve fund; and (iii) pay the costs of issuing the Bonds (the "Project"). The Schoolhouse will be owned by the Borrower and leased to and operated by the School. See "SOURCES AND USES OF FUNDS."
The Company and the School	The borrower under the Loan Agreement is PCS Building Company, a Minnesota nonprofit corporation and 501(c)(3) organization formed for the purpose of owning and leasing the Project to PACT Charter School, a Minnesota nonprofit corporation and 501(c)(3) organization. See Appendix A: "THE COMPANY, THE SCHOOL AND THE PROJECT."
Security for the Bonds	The Bonds will be secured by and payable from an assignment and pledge of (i) all moneys held under the Indenture, including Series 2013 Bond proceeds initially deposited in the Reserve Fund, (ii) the interest of the Issuer in the Loan Agreement (except for certain rights to indemnification and payments of fees and expenses), (iii) amounts realized pursuant to a mortgage on the Schoolhouse or an assignment of leases, (iv) insurance benefits and condemnation awards payable with respect thereto, (v) Lease Payments due from the School, which shall be automatically withdrawn by the Trustee from the Sweep Account pursuant to a Pledge Agreement, and (vi) investment earnings on the foregoing. Pursuant to the Loan Agreement and the Pledge Agreement, the School has agreed to maintain and replenish as necessary, on a best-efforts basis, a separate, segregated fund balance in an amount equal to twenty percent (20%) of the budgeted annual operating expenses (net of Lease Payments) of the School. The Pledge Agreement also contains certain on-going covenants and agreements of the School to the Trustee to provide financial and operating reports, to comply with the requirements of the Minnesota Department of Education, not to incur new additional indebtedness (with certain exceptions), to maintain not less than 45 Days Cash on Hand, and to operate the School with a surplus of Income Available for Debt Service over the principal and interest due on the Series 2013 Bonds and any Additional Bonds. See Appendix E: "THE LOAN AGREEMENT – Covenants of the School." and "THE PLEDGE AGREEMENT." The Bonds are limited obligations of the Issuer and do not constitute general obligations or a debt, liability, or pledge of the full faith and credit of the Issuer, the State or of any political subdivision or agency thereof. The Bonds are not secured by or payable from any taxes, revenues or assets of the Issuer, except for the Issuer's interest in the Loan Agreement and amounts held pursuant to the Indenture as described

	herein. See "SECURITY FOR THE BONDS."
Trustee and Paying Paying Agent	Wells Fargo Bank, National Association in Minneapolis, Minnesota.
Investment Risks	An investment in the Series 2013 Bonds involves risks, including, but not limited to, those discussed under "BONDHOLDERS' RISKS."

OFFICIAL STATEMENT
$11,180,000*
CITY OF RAMSEY
LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013A
and
$_____*
CITY OF RAMSEY
TAXABLE LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013B

INTRODUCTORY STATEMENT

The following is a brief introduction as to certain matters discussed elsewhere in this Official Statement and is qualified in its entirety as to such matters by such discussion and the text of the actual documents described or referenced. Any capitalized term not required to be capitalized is used with the meaning assigned in Appendix E or in the Indenture, the Loan Agreement or other document with respect to which the term is used. Definitions contained in the text hereof are for ease of reference only and are qualified in their entirety by the definitions in Appendix E or the documents with respect to which such terms relate. The Appendices hereto are an integral part of this Official Statement and each potential investor should review the Appendices in their entirety.

General

This Official Statement provides information regarding the $11,180,000* Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series 2013A Bonds") and the $_____* Taxable Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013B (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Series 2013 Bonds") to be issued by the City of Ramsey (the "Issuer") pursuant to an Indenture of Trust (the "Indenture") between the Issuer and Wells Fargo Bank, National Association in Minneapolis, Minnesota (the "Trustee"). See Appendix E: "THE INDENTURE." Pursuant to a Loan Agreement (the "Loan Agreement"), between the Issuer and City of Ramsey (the "Company"), a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, proceeds of the Series 2013 Bonds will fund a loan (the "Loan") to the Company. See Appendix E: "THE LOAN AGREEMENT."

Proceeds of the Series 2013 Bonds will be used to: (i) refund the Issuer's Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2004 which previously financed the existing school facility at _____ (the "Schoolhouse") in the City of Ramsey, Minnesota (the "City") operated by the PACT Charter School, a Minnesota nonprofit corporation (the "School"); (ii) fund a debt service reserve fund; and (iii) pay the costs of issuing the Bonds (the "Project"). The Schoolhouse will be owned by the Borrower and leased to and operated by the School. See "SOURCES AND USES OF FUNDS." See Appendix A: "THE COMPANY, THE SCHOOL AND THE PROJECT."

Loan of Series 2013 Bond Proceeds; Mortgage

Proceeds of the Series 2013 Bonds will be loaned to the Company pursuant to the Loan Agreement under which the Company will agree to make monthly payments ("Loan Repayments") which, if fully and promptly paid, will be sufficient to pay when due the scheduled principal of and interest on the Series 2013 Bonds. See Appendix E: "THE LOAN AGREEMENT." Proceeds of the Loan will be applied to the refunding of the Series 2004 Bonds pursuant to an Escrow Agreement between the Company and the Trustee (the "Escrow Agreement"). Pursuant to a Tax Regulatory Agreement among the Company, the School, the Issuer and the Trustee (the "Tax Regulatory Agreement"), the Company and the School will make certain representations and covenants related to maintaining the exclusion from gross income for federal income tax purposes of interest on the Series 2013A Bonds.

Pursuant to the Indenture, the Issuer will pledge to the Trustee, for the benefit of the holders of the Bonds, all of its interest in the Loan Agreement (other than certain indemnification and expense reimbursement payments) to secure payment of the principal of, premium, if any, and interest on the Bonds. Pursuant to an Amended and Restated Mortgage, Security Agreement and Assignment of Leases and Rents (the "Mortgage"), to be executed by the Company in favor of the Trustee, the payment of the principal of, premium, if any, and interest on the Bonds will be secured by a mortgage lien on and security interest in the Project, subject to certain "Permitted Encumbrances" described in the Mortgage. See Appendix E: "THE MORTGAGE."

Lease

Pursuant to a Lease Agreement dated as of _____ 1, 2013 (the "Lease") between the Company and the School, the Company shall lease the Project to the School. The School shall use the Project for the charitable purpose of operating a public (charter) school in accordance with Minnesota Statutes, Section 124D.10. The term of the Lease shall be at least equal to the term of the Series 2013 Bonds. Payments due under the Lease shall be withdrawn by the Trustee from the Sweep Account (defined herein) for deposit in the Revenue Fund, and shall, in the aggregate, be equal to the amount necessary for the Company to pay semi-annual debt service on the Series 2013 Bonds and certain other fees and costs in connection with the Bonds. Lease payments shall be paid primarily from Building Lease Aid received by the School from the State pursuant to Minnesota Statutes, Section 124D.11, subd. 4. See Appendix E: "THE LEASE."

Pledge and Covenant Agreement

As additional security on the Series 2013 Bonds, the School shall pledge certain of its revenues to the Trustee for payments on the Series 2013 Bonds as necessary, pursuant to a Pledge and Covenant Agreement dated as of _____ 1, 2013 (the "Pledge Agreement") from the School. The Pledge Agreement also provides that in the event Building Lease Aid is insufficient to make lease payments under the Lease, general education funding from the State, and other special State and federal pass-through education funding sources shall be applied to the payment of such insufficiency. See Appendix E: "THE INDENTURE" and "THE PLEDGE AGREEMENT." Under the Pledge Agreement, the revenues received by the School from the State shall be deposited into a Sweep Account, from which the Trustee shall withdraw the payments due from the School under the Lease.

Reserve Fund

On the closing date for the issuance of the Series 2013 Bonds, proceeds of the Series 2013 Bonds in an amount equal to the Reserve Fund Requirement (defined in Appendix E) will be deposited in the Reserve Fund created by the Indenture. Earnings on amounts in the Reserve Fund will be deposited therein so long as the balance therein is less than the Reserve Fund Requirement. Amounts in the Reserve Fund will secure the Series 2013 Bonds and may be used by the Trustee to pay principal of and interest on the Series 2013 Bonds in the event sums in the Bond Fund are insufficient for such purpose. See "SECURITY FOR THE BONDS - Debt Service Reserve Fund" and Appendix E: "THE INDENTURE - Reserve Fund."

Special Covenants of the Company and the School

The Loan Agreement places certain restrictions on the incurrence of indebtedness by the Company and requires the Company to impose certain restrictions on the School pursuant to the Pledge Agreement. In particular, the Loan Agreement prohibits the Company from incurring any Indebtedness other than Additional Bonds without the prior written consent of the Majority Bondholder. See Appendix E: "THE LOAN AGREEMENT – Additional Bonds and Additional Indebtedness."

The Company has also agreed in the Loan Agreement to cause the School to make certain covenants in the Pledge Agreement of the School: (a) to similarly limit additional Indebtedness without the prior written consent of the Majority Bondholder (other than (i) loans or operating or capital leases for computers and/or technology and (ii) short term working capital borrowing or sales of accounts receivable for cash flow purposes in an amount not to exceed $1,000,000), (b) to provide certain periodic financial and operating reports, to make all applications for applicable State and federal funds, (c) to operate the School such that, on a best efforts basis, the School's Income Available for Debt Service to equal to at least 110% of the principal and interest due on the Bonds, (d) to engage an Independent Consultant in the event that the School's Income Available for Debt Service is less than 110% of the principal and interest due on the Bonds in any Fiscal Year, (e) to maintain at least 45 Days Cash on Hand, (f) to maintain and replenish a separate, segregated fund balance account in an amount equal to twenty percent (20%) of the budgeted annual operating expenses of the School, net of Lease Payments, to be used solely for ordinary and necessary expenses of the School (excluding salaries and benefits), and (g) to pay rent sufficient to establish and maintain the Capital Improvement Fund with respect to the Project. See "SECURITY FOR THE BONDS – Pledge and Covenant Agreement" and Appendix E: "THE LOAN AGREEMENT – Covenants of the School" and "THE PLEDGE AGREEMENT" and "THE LEASE."

Miscellaneous

This Official Statement (including the Appendices hereto) contains descriptions of, among other matters, the Indenture, the Loan Agreement, the Mortgage, the Lease, the Escrow Agreement, the Pledge Agreement, the Continuing Disclosure Agreement, the Issuer, the Project, the Company, the School and the Series 2013 Bonds. Such descriptions and information do not purport to be comprehensive or definitive. All references to documents described herein are qualified in their entirety by reference to such documents, copies of which are available for inspection at the principal corporate trust office of the Trustee.

Bondholders' Risks

Certain risks associated with an investment in the Series 2013 Bonds are discussed under "BONDHOLDERS' RISKS."

BONDHOLDERS' RISKS

No person should purchase any Series 2013 Bonds without carefully reviewing the following information, which summarizes some, but not all factors that should be carefully considered before such purchase.

Nature of Special Limited Obligations

The Series 2013 Bonds are special limited obligations of the Issuer, payable solely from amounts pledged under the Indenture to the payment of principal of, interest and premium, if any, on the Series 2013 Bonds (which includes Loan Repayments from the Company, amounts in the Reserve Fund and other amounts held by the Trustee under the Indenture and proceeds realized under the Mortgage), and do not give rise to a general obligation or general liability of the Issuer or a charge against its general credit or taxing powers and shall never constitute nor give rise to a pecuniary liability of the Issuer. The Series 2013 Bonds do not constitute a debt, moral obligation, liability or loan of credit or a pledge of the full faith and credit or taxing power of the Issuer, the City, the State, or of any political subdivision thereof.

Dependence on Company's Ability to Pay Loan Repayments; Ability of School to Pay Lease Payments

Payment of principal of, premium, if any, and interest on the Series 2013 Bonds is intended to be made from payments of Loan Repayments by the Company under the Loan Agreement, except to the extent payment is intended to be made from other amounts held under the Indenture such as Bond proceeds or investment earnings. The Company has no significant assets or business other than the assets and business related to the Project. The ability of the Company to make Loan Repayments will depend on the Company's ability to generate revenues sufficient to pay the Loan Repayments from the Lease to the School. Future revenues of the Company from the Project will primarily depend on rental rates of the Project and the ability of the School to make payments under the Lease.

The School's ability to make payments under the Lease is dependent on its revenues, which are largely dependent on enrollment. The Building Lease Aid received from the State is based on total enrollment. In addition, although the Lease has been approved by the State, the School must apply annually for Building Lease Aid. Not only will the amount of Building Lease Aid be based on enrollment, but approval of Building Lease Aid is based on the State's review of the following criteria: (1) the reasonableness of the price based on current market factors, (2) the extent to which the lease conforms to applicable State laws and rules, (3) the appropriateness of the proposed lease in the context of the space needs and financial circumstances of the charter school and (4) the continuation of the School's charter contract without termination or non-renewal.

Further, the Building Lease Aid alone will be insufficient to make the total payments due under the Lease. See Appendix A: "THE COMPANY, THE SCHOOL AND THE PROJECT –

Financial Condition of the School, Building Lease Aid." The School's general revenues are a combination of State aids provided under the following programs: General Education Aid (which coincides with enrollment), Compensatory Aid and Building Lease Aid (which coincides with enrollment), and Federal programs administrated by the State including Title II of the Improving American Schools Act ("IASA"), Responsive Classroom Training and the International Baccalaureate's Primary Years Programme (PYP), Title IV of the IASA, Safe and Drug Free Schools and Title V of the IASA, innovative programs, implementing PYP. Prior enrollment is no guaranty of future enrollment and revenue.

In addition, aid payments from the State are not always made on a timely basis, which may result in late payments by the School under the Lease and Pledge Agreement, which may, in turn, result in late payments by the Company under the Loan Agreement.

Future revenues and expenditures of the Company will be subject to conditions in the future which cannot be determined with assurance. Prior revenues and expenditures of the School are no guaranty as to future revenue and expenditures of the School.

Other Debt and Financial Obligations of the School

The School currently does not have any outstanding debt obligations. [?] See "Appendix C – FIVE-YEAR FINANCIAL SUMMARY AND FIVE-YEAR BUDGET PROJECTIONS".

Projected Information

The Company has not engaged any accounting firm or other independent third party to prepare a forecast of the future operations of the Company. Certain information prepared by the Company and the School concerning the projected operations of the Project is contained in Appendix C. Such projected information is based on assumptions deemed reasonable by the Company and the School, but such assumptions, and the actual future financial impact of the Project on the Company and the School will inevitably vary from the forecast data, and such variance may be material and adverse.

Non-Renewal or Termination of Charter Agreement

Under the Charter School Act, the _____ ("Authorizer"), as authorizer under the Charter Agreement, may or may not renew the Charter Agreement at the end of any renewal term, or may unilaterally terminate the Charter Agreement (subject to certain reasonable notice and appeal procedures available to the School) upon any of the following grounds: (1) failure to meet the requirements for pupil performance contained in the Charter Agreement; (2) failure to meet generally accepted standards of fiscal management; (3) violations of law; or (4) other good cause shown. Decisions made by Authorizer will depend upon the policies and evaluations of future board members and administrative staff of Authorizer. Although Authorizer has acted as the authorizer of the School and the School expects that the Charter Agreement will be renewed and extended for the term of the Series 2013 Bonds, no assurance can be given that future boards or administrative staffs of Authorizer will continue to renew the Charter Agreement. The School is in the third year of the three-year term of the current Charter Agreement that runs through _____ 30, 2013, and the School has submitted an application for a renewal of the Charter Agreement. The School's renewal application was formally approved by Authorizer for a three-year term on _____ 11, 2013 and the School expects that such renewal will be approved by the

Minnesota Department of Education. Future renewals of the Charter Agreement for the School will be subject to review by Authorizer.

Financial Statements, No Certified Financial Forecast

The Audited Financial Statements of the School attached hereto as Appendix B reflect the last three years of operation of the School for which audited financial statements are available. Also included in Appendix B are the unaudited financial statements of the School for the period from July 1, 2012 through _____, 2013. No certified forecasted financial statements have been prepared by the School to account for the debt service on the Series 2013 Bonds or the revenues of the School following the issuance of the Series 2013 Bonds, but the School has prepared the Five-Year Proforma Budget and Balance Sheet Projections included in Appendix E to provide the School's projections of these amounts. For information regarding the Company's and the School's expectations after the issuance of the Series 2013 Bonds and the, see Appendix A: "THE COMPANY, THE SCHOOL AND THE PROJECT" and Appendix C: "FIVE-YEAR FINANCIAL SUMMARY AND FIVE-YEAR BUDGET PROJECTIONS."

Income and Property Tax Exemption

Under present federal and Minnesota law, regulations and rulings, the income and revenue of nonprofit, 501(c)(3) qualified tax-exempt organizations are exempt from federal and state income tax, except for any unrelated business income as defined in the Code, and their revenues are exempt from the State sales tax except for certain services. The Company is a Minnesota nonprofit corporation and on _____ the Company received a determination letter from the Internal Revenue Service that the Company was a 501(c)(3) qualified exempt organization. The School is also a nonprofit, 501(c)(3) qualified exempt organization. Under present Minnesota law and rulings, public (charter) schools are exempt from property taxes levied by political subdivisions of the State so long as such property is used for public school purposes (although such property is subject to special assessments for local improvements to the property). The Company has established with the local governmental authorities that the Project is exempt from the payment of real estate taxes. However, such laws, regulations and rulings are subject to change, and no assurance can be given that any future change in exempt status would not have a material adverse effect on the Company.

Factors That Could Affect the Future Financial Condition of the Company and the School

The future financial condition of the Company and the School could be affected adversely by, among other things, legislation, regulatory actions, increased competition from other schools, changes in demand for public and private education, the ability of the School to provide the educational services and classes demanded by parents or to attract students generally, changes in the level of confidence of the public school system, tuition costs, demographic changes and litigation. Some of such changes might include the following:

Continued Utilization of the Facilities of the Company. A significant portion of the School's revenue is derived based on the number of students enrolled in the education facilities of the School.

The School faces competition from other educational facilities and could face additional competition in the future as a result of the organization of, the construction of new, or the

renovation of existing, public schools or other public (charter) schools in the areas served by it. No assurance can be given that the enrollment of the School will not be adversely affected by the availability of other educational facilities in the service areas of the School and elsewhere.

Educational Industry Factors Affecting the School. The educational industry is highly dependent on a number of factors which may limit the ability of the School to meet its obligations under the Lease, a number of which are beyond the control of the School. Among other things, participants in the educational industry are subject to significant regulatory requirements of federal, State and local governmental agencies and independent professional organizations and accrediting bodies, and various competitive factors. Discussed below are certain of these factors which could have a significant impact on the future operations and financial condition of the School.

Five-Year Financial Summary and Five-Year Budget Projections. The School's Five-Year Financial Summary and Five-Year Budget Projections contained in Appendix C includes certain estimates and assumptions regarding the number of students attending the School, the revenues available to the School and the operating expenditures for the School. The Five-Year Financial Summary and Five-Year Budget Projections presents, to the best of the School's knowledge and belief, the School's anticipated income and expenses and the anticipated enrollment at the School. The information set forth in the Five-Year Budget Projections is based upon the School's assumptions reflecting conditions it expects to exist and the course of action it expects to take. The School's estimates and assumptions, including assumptions on enrollment, revenues and expenses, are subject to the uncertainties of future events beyond the control of the School. Actual results may differ materially and adversely from the Five-Year Budget Projections for a number of reasons, including, without limitation, increases in operating costs, demographic changes, competition from other public and private schools, the ability of the School to successfully implement its curriculum, changes in the State laws regarding funding for charter schools, changes in State or federal laws regarding education funding generally, and the risks inherent in the ownership of real property.

THE FIVE-YEAR FINANCIAL SUMMARY AND FIVE-YEAR BUDGET PROJECTIONS HAVE BEEN INCLUDED IN APPENDIX C TO THIS OFFICIAL STATEMENT FOR PURPOSES OF ILLUSTRATION AND INFORMATION. NO ASSURANCE CAN BE GIVEN THAT THE ACTUAL RESULTS WILL CORRESPOND WITH THE RESULTS CONTEMPLATED IN THE FIVE-YEAR BUDGET PROJECTIONS. IF THEY DO NOT, THE ABILITY OF THE COMPANY TO MAKE PAYMENTS OF PRINCIPAL OF AND INTEREST AND PREMIUM, IF ANY, ON THE BONDS FROM THE PAYMENTS TO BE MADE BY THE SCHOOL UNDER THE LEASE MAY BE MATERIALLY AND ADVERSELY AFFECTED. IN ADDITION, NO WARRANTY OR REPRESENTATION IS OR CAN BE MADE AS TO RESULTS OF FUTURE OPERATIONS OR THE AMOUNT OF FUTURE FUNDING SOURCES, REVENUES OR CASH AVAILABLE TO THE SCHOOL OR THE COMPANY.

Legislative and Regulatory Actions. The School and its operations are subject to regulation and certification by various federal, State and local government agencies. No assurance can be given as to the effect on future operations of existing laws, regulations and standards, including the School being subject to the renewal of its charter every three or five

years under current State law (or otherwise as may be required by State law in the future), certification or accreditation or of any future changes in such laws, regulations and standards.

Maintenance of Tax-Exempt Status. The federal tax-exempt status of the Series 2013A Bonds presently depends upon the maintenance by the Company and the School of their status as organizations described in Section 501(c)(3) of the Code. The maintenance of such status is contingent on compliance with general rules promulgated in the Code and related regulations regarding the organization and operation of tax-exempt entities, including its operation for charitable and educational purposes and its avoidance of transactions which may cause its assets to inure to the benefit of private individuals.

The Internal Revenue Service (the "IRS") has reorganized activities relating to tax-exempt bonds with the stated aim of increasing the level of audit coverage. Historically, for an issue of tax-exempt bonds, such as the Series 2013A Bonds, the only penalty available to the IRS in the event of a failure to fully comply with Section 501(c)(3) of the Code is the revocation of tax-exempt status. Recent legislation was enacted which imposes an excise tax as an intermediate sanction against tax-exempt organizations which engage in "excess benefit transactions". Excess benefit transactions generally are transactions in which an improper economic benefit is conferred upon certain persons. It is expected that this recent legislation will make it less likely that the IRS will revoke the 501(c)(3) tax-exempt status of nonprofit corporations. The loss of tax-exempt status by the School could result in loss of tax exemption with respect to the Series 2013A Bonds and defaults in covenants with respect to the Series 2013A Bonds would likely be triggered. Such an event would have material adverse consequences on the financial condition of the Company and the School.

Interest on the Series 2013B Bonds is not excludable from gross income and is subject to both federal and Minnesota state income taxation.

Certain Other Risks. The following factors, among others, may also adversely affect the operation of educational facilities, including the educational facilities of the School, to an extent that cannot be determined at this time:

(1) future legislation and regulations affecting public (charter) schools and the educational industry in general;

(2) cost and availability of insurance in the State;

(3) increased costs of attracting and retaining or decreased availability of a sufficient number of teachers;

(4) increased costs resulting from unionization of the employees of the facilities of the School or the utilization by non-union employees of the facilities of the School as may be available under the National Labor Relations Act;

(5) the facilities owned by the Company are composed of special-purpose facilities which are not suitable for industrial or commercial use; consequently, it could be difficult to find a buyer or lessee for such facilities if it were necessary for the Company to raise funds by selling or leasing any of its assets in order to repay its indebtedness; and

(6) proposals to eliminate the tax-exempt status of bonds issued to finance educational facilities, or to limit the use of such tax-exempt bonds, have been made in the past, and may be made again in the future. The adoption of such proposals would increase the interest cost to the Company of financing future capital needs.

Value of Mortgaged Property

Security for the Bonds includes a mortgage lien on the Project evidenced by the Mortgage in favor of the Trustee. Attempts to foreclose under the Mortgage may be met with protracted litigation and/or bankruptcy proceedings, which proceedings cause delays. See "ENFORCEABILITY OF OBLIGATIONS." Thus, there can be no assurance that upon the occurrence of an Event of Default, the Trustee will be able to obtain possession of the Project and generate revenue therefrom in a timely fashion. Because of the special nature, location, regulatory restrictions and other factors relating to the Project, there can be no assurance that proceeds derived from the sale of the Project upon default and foreclosure of the Mortgage would be sufficient to pay all amounts due in respect of the Series 2013 Bonds. Furthermore, the Mortgage contains several Permitted Encumbrances as described in the Mortgage. See Appendix E: "THE MORTGAGE."

Damage or Destruction

Although the Company will be required to obtain certain insurance, as set forth in the Loan Agreement, there can be no assurance that the Project will not suffer losses for which insurance cannot be or has not been obtained or that the amount of any such loss, or the period during which the Project cannot generate revenues, will not exceed the coverage of such insurance policies. In addition, such insurance may be obtained through the use of the State-sponsored Minnesota School Boards Association Trust rather than a private insurance company. The Minnesota School Boards Association Trust is not reviewed or rated in the same way as a private insurance company or subject to the same regulatory oversight.

Effect of Federal Bankruptcy Laws on Security for the Series 2013 Bonds

Bankruptcy proceedings and equity principles may delay or otherwise adversely affect the enforcement of Bondholders' rights in the property granted as security for the Series 2013 Bonds. Furthermore, if the security for the Series 2013 Bonds is inadequate for payment in full of the Series 2013 Bonds, bankruptcy proceedings and equity principles may also limit any attempt by the Trustee to seek payment from other property of the Company, if any. See "ENFORCEABILITY OF OBLIGATIONS." Also, federal bankruptcy law permits adoption of a reorganization plan, even though it has not been accepted by the holders of a majority in the aggregate principal amount of the Series 2013 Bonds if the Bondholders are provided with the benefit of their original lien or the "indubitable equivalent." In addition, if the bankruptcy court concludes that the Bondholders have "adequate protection," it may (i) substitute other security subject to the lien of the Bondholders, and (ii) subordinate the lien of the Bondholders (a) to claims by persons supplying goods and services to the Company after bankruptcy and (b) to the administrative expenses of the bankruptcy proceeding. The bankruptcy court may also have the power to invalidate certain provisions of the Mortgage that make bankruptcy and related proceedings by the Company an event of default thereunder.

Legislative Initiatives [REVISE?]

Past Legislative Changes

State general education aid is determined biennially. The 2011 legislative and special sessions set the budget for fiscal (academic) years 2012 and 2013. The current legislative session began on January 8, 2013, and adjourned on May 20, 2013. The 2013 legislature has set the State's biennial budget for fiscal years 2014 and 2015.

As in prior years, for 2012-13, the State imposed a "holdback" (i.e., deferral) of a portion of the total funding. In other words, a portion of the current year funding was not disbursed until after July 1 of the next following academic year. This policy was adopted by Minnesota in part to deal with certain State budget issues as well as to allow for a reckoning or "true-up" process after the end of the year to account for fluctuations in actual student population during the year. The amount of the holdback has varied over time.

Beginning in academic year 2010, the State increased the amount of this holdback to 27%. That was increased to 30% for FY 2011, and then to 40% for FY 2012.

Since July 1, 2011, Minnesota education funding has been distributed by electronic wire transfer twice a month in 16 essentially equal amounts over eight months. As a result, public schools were to receive 60% of their annual allocation between July 1, 2011 and February 28, 2012, but no funds were distributed between March 1, 2012 and _____ 30, 2012.

State Building Lease Aid is calculated as $1,200 per "weighted" average daily membership ("WADM") or 90% of the school's lease obligations, whichever is less. As with funding for operations, the "weighting" formula provides that a high school like the School receives 1.3 times the funding for their students grades 9-12 compared to the funding provided for schools having only grade k-8 students.

The Building Lease Aid is not paid separately from general education funding. Rather, charter schools receive marginally different disbursement amounts on the 15th and 30th of each month through February 28 of each fiscal year. All public school financing data in Minnesota is public under the Minnesota Government Data Practices Act. As result, any person can determine the components of any disbursement to the School (or any other Minnesota public school) by going onto the MDE website.

There is some variation and unpredictability with respect to these disbursements. However, the School has determined that neither variability of payments to the School nor the absence of State payments between March 1 and _____ 30 of each year will cause any cash flow difficulties for the School.

Changes by 2013 Legislature

The main components of public charter school education funding in Minnesota are "general education funding" and "building lease aid." The 2013 Minnesota legislative session ended on May 20, 2013. Legislation approved by the Governor (i) increased general education funding to Minnesota charter schools; (ii) provided for a reduction in State holdback of funding to 10% and for the distribution of State funds in 24 bi-monthly installments over 12 calendar

months (assuming certain State budget goals are met); (iii) altered the Building Lease Aid formula for fiscal years 2014-2015 and thereafter to be based on a limit of $1,314 per pupil unit served (as opposed to $1,200 per WADM described above); (iv) made certain other minor funding changes and (iv) made no significant material adverse change to the manner in which charter schools are overseen by authorizers and the Minnesota Department of Education.

Forward-Looking Statements

This Official Statement contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "forecast," "intend," "expect" and similar expressions identify forward-looking statements. Any forward-looking statement is subject to uncertainty. Accordingly, such statements are subject to risks that could cause actual results to differ, possibly materially, from those contemplated in such forward-looking statements. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events and circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and the actual results. These differences could be material and could impact the availability of funds of the Company to pay debt service when due on the Series 2013 Bonds.

Rating Changes

Standard & Poor's Ratings Group, a division of McGraw-Hill, has assigned a rating of "_____" to the Series 2013 Bonds. Certain information was supplied by the Company and the School to such rating agency to be considered in evaluating the Series 2013 Bonds, including information regarding State and federal funding sources and the operations of the School, which are subject to change. See "RATING." Such rating expresses only the views of such rating agency. There is no assurance that such rating will continue for any given period of time or will not be revised or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward revision in or withdrawal of such rating may have an adverse effect on the market price of the Series 2013 Bonds.

Secondary Market

The Underwriter expects to effect secondary market trading in the Series 2013 Bonds. However, the Underwriter is not obligated to repurchase any Series 2013 Bonds at the request of the holders thereof and cannot assure that there will be a continuing secondary market in the Series 2013 Bonds. In addition, adverse developments, including insufficient cash flow from the Project, may have an unfavorable effect upon prices for the Series 2013 Bonds in the secondary market.

THE SERIES 2013 BONDS

Interest; Maturity; Payment

The Series 2013 Bonds will be issued in the aggregate principal amounts and will bear interest as set forth on the cover hereof. Interest will be payable semiannually on _____ 1 and _____ 1 (each an "Interest Payment Date") of each year, commencing on _____ 1,

2013. Interest will be calculated on the basis of a 360-day year with twelve months of thirty days.

The Series 2013 Bonds will be issued in the form of fully registered bonds without interest coupons in denominations of $5,000 or any integral multiple thereof.

The principal of, interest on, and premium, if any, on the Series 2013 Bonds shall be payable when due by wire of the Trustee to The Depository Trust Company, New York, New York ("DTC"), which will in turn remit such principal, interest and premium, if any, to Participants (as defined below), which Participants will in turn remit such principal, interest and premium, if any, to the Beneficial Owners (as defined below) of the Bonds as described herein. See "BOOK-ENTRY ONLY SYSTEM" below.

In the event the Bonds are not registered in the name of Cede & Co., as nominee of DTC, or another eligible depository as described below, the principal of, interest on, and premium, if any, on each Bond will be payable only at the corporate trust operations center of the Trustee in Minneapolis, Minnesota, as described in the Indenture. Payment of interest on the Bonds will be paid by check or draft mailed on each Interest Payment Date by the Trustee to the registered owners of record appearing on the registration books kept by the Trustee as of the applicable Regular Record Date preceding each Interest Payment Date, or upon request, as provided in the Indenture, of any registered owner of at least $1,000,000 in aggregate principal amount of Bonds, by electronic wire transfer on each Interest Payment Date to the account designated by such registered owner to the Trustee in writing on or before the Regular Record Date for any interest payment.

The registered owner of any Bond will be the person or persons in whose name or names a Bond is registered on the registration books kept for that purpose by the Trustee in accordance with the terms of the Indenture.

Redemption of Series 2013 Bonds

Mandatory Sinking Fund Redemption. Series 2013 Bonds maturing as set forth below will be subject to mandatory redemption in part and by lot in such manner as the Trustee may determine through the operation of mandatory sinking fund payments as provided in the Indenture, at the principal amount so to be redeemed plus accrued interest to the redemption date, in accordance with the following schedules:

Series 2013A Bonds Maturing _____ 1, 20__

Redemption Date (_____ 1)	Principal Amount
20__	$_____
20__	$_____
20__	$_____
20__*	$_____

*Maturity Date

Series 2013A Bonds Maturing _____ 1, 20__

Redemption Date (_____ 1)	Principal Amount
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__*	$_____

*Maturity Date

Series 2013A Bonds Maturing _____ 1, 20__

Redemption Date (_____ 1)	Principal Amount
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__	$_____
20__*	$_____

*Maturity Date

Series 2013A Bonds Maturing _____ 1, 20__

Redemption Date (_____ 1)	Principal Amount
20__	$_____
20__	$_____
20__	$_____
20__*	$_____

*Maturity Date

At the option of the Company exercised not less than 45 days prior to any sinking fund redemption date, the Company may (i) deliver to the Trustee for cancellation such Series 2013 Bonds in any aggregate principal amount desired, or (ii) receive a credit in respect of such sinking fund obligation for any Series 2013 Bonds which prior to such date have been purchased or redeemed (otherwise than through the operation of the sinking fund) and not otherwise previously been applied as a credit against sinking fund payments. The foregoing credits shall be applied by the Trustee to sinking fund payments as directed by the Company.

Optional Redemption. Series 2013A Bonds maturing on or after _____ 1, 20__ are subject to redemption upon request of the Company on any day from and after _____ 1, 20__, in whole on any date or in part on any interest payment date and in such order of maturities

as shall be selected by the Company and as selected by the Trustee, within a maturity, at their principal amount plus accrued interest.

The Series 2013B Bonds are not subject to optional redemption.

Extraordinary Redemption. The Series 2013 Bonds are subject to redemption at the option of the Company in whole, and not in part, except pursuant to (a) below, at their principal amount plus accrued interest, if any of the events set forth below shall occur:

(a) If, at any time, a portion of the Project, which is not essential to the use of the Project and without which net revenues of the Project and the Company are not materially adversely affected, is damaged or destroyed or taken in a condemnation proceeding and the Company elects to apply Net Proceeds of insurance to redemption of a portion of the Series 2013 Bonds.

(b) The Project shall have been damaged or destroyed to such extent (i) that it cannot be reasonably restored within a period of six (6) months to substantially the condition thereof immediately preceding such damage or destruction, (ii) that the Company or the School is thereby prevented, in the Company's judgment, from carrying on their normal operations at the Project for a period of six (6) months or more, or (iii) that the cost of restoration thereof would exceed the Net Proceeds of insurance required to be carried thereon pursuant to the requirements the Loan Agreement.

(c) If, at any time, title to, or the temporary use for a period of six (6) months or more of all or substantially all the Project, or such part thereof as shall materially interfere in the Company's judgment, with the operation of the Project for the purpose for which the Project was designed, shall have been taken under the exercise of the power of eminent domain or be effectively taken through the exercise of police or other similar power by any governmental body or by any person, firm or corporation acting under governmental authority (including such a taking or takings as results in the Company or the School being thereby prevented from carrying on their normal operations at the Project for a period of six (6) months or more).

(d) If, at any time, changes which the Company cannot reasonably control or overcome in the economic availability of materials, supplies, labor, equipment and other properties and things necessary for the efficient operation of the Project for the purpose contemplated by the Loan Agreement shall have occurred, or technological or other changes shall have occurred which in the judgment of the Company render the continued operation of the Project uneconomic for such purposes.

(e) If, at any time, as a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Company in good faith, the Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in the Loan Agreement, or unreasonable burdens or excessive liabilities shall have been imposed on the Company in respect to the Project, including, without limitation, federal, state or other ad valorem, property, income or other taxes not being imposed on the date of the Loan Agreement which in the judgment of the Company render the continued operation of the Project uneconomic.

To exercise its options under (b), (c), (d) or (e) above, the Company must, within sixty (60) days following the event authorizing or requiring such redemption, give notice to the Issuer and the Trustee, specifying a redemption date not less than fifty (50) days nor more than ninety (90) days from the date such notice is mailed.

Mandatory Redemption Upon Determination of Taxability. All Series 2013 Bonds are subject to mandatory redemption in whole, at their principal amount, plus accrued interest, plus a 3% premium on the Series 2013A Bonds, upon the occurrence of a Determination of Taxability (as defined in Appendix E), on a redemption date not later than thirty (30) days following the finalization of such Determination of Taxability.

Acceleration. Upon an Event of Default under the Indenture, all Bonds are subject to acceleration and prepayment on any date selected by the Trustee at their principal amount, plus accrued interest, without premium.

Notice of Redemption; Payment

The Trustee is required to cause notice of redemption to be mailed to the then owner of each Bond to be redeemed, by first class mail not less than 30 days nor more than 45 days prior to the redemption date. Failure to mail or any defect in any such notice shall not affect the validity of any proceedings for the redemption of any Bond not affected by such failure or defect. Interest on any Bonds or portions thereof called for redemption ceases to accrue on the date established for redemption.

In the case of an optional redemption under the Indenture, the notice may state (a) that it is conditioned upon the deposit of moneys, in an amount equal to effect the redemption, with the Trustee on or before the redemption date or (b) that the Company retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as hereinafter described. On or before the redemption date (except for mandatory sinking fund redemption), funds sufficient to redeem such Bonds, including accrued interest thereon to the redemption date, shall be deposited with the Trustee. The Bonds thus called shall not, on or after the specified redemption date, bear any interest and, except for the purpose of payment, shall not be entitled to the lien of the Indenture. Any Conditional Redemption may be rescinded in whole or in part at any time on or before the redemption date if the Company delivers a certificate of the Company to the Issuer and the Trustee instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Company to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to DTC or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

Additional Bonds

Pursuant to the Indenture the Issuer, at the request of the Company, is authorized to issue Additional Bonds secured and payable on a parity basis with the Series 2013 Bonds provided

that, prior to the issuance of any such Additional Bonds, the following terms and conditions have been met:

(a) the Trustee has received a copy, duly certified by the Secretary of the Issuer, of the resolution adopted by the Issuer authorizing the issuance of such Additional Bonds and the execution and delivery of (i) a supplemental indenture, supplementing and amending the Indenture, which supplemental indenture shall not require the approval of any Registered Owner of the Bonds, providing the date, interest rates and maturities of such Additional Bonds, options and requirements for redemption prior to maturity with respect to such Additional Bonds, deposit of proceeds to the various funds and accounts, and such other terms as may be required by reason of the foregoing and which adopts the applicable provisions of this Indenture, (ii) an agreement supplementing and amending the Loan Agreement, and (iii) an amendment of the Lease pursuant to which the School is obligated to make additional Lease Payments sufficient to pay the principal and interest due with respect to such Additional Bonds and any related costs or expenses;

(b) the Trustee has either (1) received (i) an opinion or report of an independent certified public accountant to the effect that the School's Income Available for Debt Service for the Fiscal Year immediately preceding the date on which such Additional Bonds are to be issued for which audited financial statements are available was at least 120% of the maximum amount of principal and interest payable in any Fiscal Year on the School's Lease Payments and Indebtedness, and (ii) a certificate of the chief financial officer of the School, verified by an independent certified public accountant, to the effect that the School reasonably projects that the Income Available for Debt Service to be obtained by the School for each of the School's two Fiscal Years beginning with the Fiscal Year of the School commencing after the issuance of such Additional Bonds will equal not less than 130% of the projected maximum amount of principal and interest payable in any Fiscal Year on the School's Lease Payments and Indebtedness (including the debt service on the proposed Additional Bonds), or (2) Company has received the prior written consent of the Majority Bondholder to the issuance of such Additional Bonds;

(c) the Trustee has received a certificate of the Company Representative to the effect that there is no Event of Default then existing under the Loan Agreement or the Indenture;

(d) the Trustee has received an opinion of Bond Counsel to the effect that the issuance of such Additional Bonds will not affect adversely the exclusion from gross income for federal income tax purposes of interest on any Outstanding Series 2013A Bonds;

(e) the Trustee has received original executed counterparts of the agreements supplementing and amending the Loan Agreement and the Lease and the supplemental indenture supplementing and amending the Indenture;

(f) the Trustee has received a request and authorization to the Trustee on behalf of the Issuer and signed by its Issuer Representatives to authenticate and deliver such Additional Bonds to the purchasers therein identified, upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization, plus accrued interest thereon, if any, to the date of delivery;

(g) the Trustee has received an executed opinion of Bond Counsel to the effect that (i) the Additional Bonds have been duly authorized, executed and delivered and constitute the

binding limited obligations of the Issuer, enforceable in accordance with their terms, subject to normal bankruptcy exceptions, and (ii) the interest on such Additional Bonds is excluded from gross income for federal income tax purposes (unless it is intended that such interest be taxable); and

(h) the Trustee has received written confirmation from any Rating Agency then maintaining a rating on the Bonds that the rating on the Bonds will not be adversely affected by the issuance of the Additional Bonds. See Appendix E: "THE LOAN AGREEMENT – Additional Bonds and Additional Indebtedness".

Ownership

The person in whose name a Series 2013 Bond is registered may be treated for all purposes as the owner thereof.

BOOK-ENTRY ONLY SYSTEM

Unless otherwise noted, the following description of the procedures and record keeping with respect to beneficial ownership interests in the Series 2013 Bonds, payment of interest and other payments on the Series 2013 Bonds to Participants or Beneficial Owners (as such terms are defined below) of the Series 2013 Bonds, confirmation and transfer of beneficial ownership interests in the Series 2013 Bonds and other Series 2013 Bond-related transactions by and between DTC, Participants and Beneficial Owners of the Series 2013 Bonds is based solely on information furnished by DTC to the Issuer for inclusion herein. Accordingly, the Issuer, the Company, the School and Underwriter do not and cannot make any independent representations concerning these matters.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2013 Bonds. The Series 2013 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate for each maturity will be issued for the Series 2013 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned

by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. "Participants" herein refers to Direct Participants and Indirect Participants.

Purchases of Series 2013 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2013 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2013 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2013 Bonds, except in the event that use of the book-entry system for the Series 2013 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2013 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2013 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2013 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2013 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2013 Bonds, such as redemptions, defaults, and proposed amendments to the Bond documents.

Redemption notices shall be sent to DTC. If less than all of the Series 2013 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2013 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of the principal, interest, redemption proceeds or other distributions on the Series 2013 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Company, the School or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of the principal, interest, redemption proceeds or other distributions to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2013 Bonds at any time by giving reasonable notice to the Authority or Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates are required to be printed and delivered.

The Company and the School may instruct a Direct or Indirect Participant to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered.

The Issuer, the Underwriter, the Company and the School cannot and do not give any assurances that DTC, DTC Participants or others will distribute payments of principal, redemption price and interest with respect to the Bonds paid to DTC or its nominee as the registered owner, or will distribute any redemption notices, notices of mandatory tender or other notices, to the Beneficial Owners, or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. The Issuer, the Underwriter, the Company and the School are not responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a Beneficial Owner with respect to the Bonds or any error or delay relating thereto.

The foregoing description of the procedures and record-keeping with respect to beneficial ownership interests in the Bonds, payment of principal, redemption price and interest with respect to the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in such Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the

DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.

SECURITY FOR THE BONDS

Limited Obligations

THE BONDS WILL BE LIMITED OBLIGATIONS OF THE ISSUER AND WILL NOT CONSTITUTE A DEBT, LIABILITY, GENERAL OBLIGATION OR PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE BONDS DOES NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE ISSUER, OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE BONDS FROM TAXES OR TO MAKE ANY APPROPRIATION THEREFOR. NO BONDHOLDER WILL HAVE THE RIGHT TO DEMAND PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OUT OF ANY FUNDS OR FROM ANY SOURCES OF REVENUE OTHER THAN THOSE EXPRESSLY PLEDGED TO THE PAYMENT OF THE BONDS PURSUANT TO THE INDENTURE.

Payments Under the Loan Agreement; Assignment of Loan Agreement

Monthly Loan Repayments from the Company are required under the Loan Agreement to be paid directly to the Trustee in amounts that will be sufficient, if paid promptly and in full, to pay when due all principal of and interest on the Bonds. Under the Indenture, the Issuer has pledged its interest in the Loan Agreement (including the payments payable thereunder to the Issuer by the Company, but excluding certain rights of the Issuer to payment of fees, expenses and indemnification) to the Trustee to secure the Bonds. See Appendix E: "THE LOAN AGREEMENT." The Trustee is authorized to exercise the rights of the Issuer and enforce the obligations of the Company under the Loan Agreement. Payments are due from the Company on a full-recourse basis.

Reserve Fund

On the closing date for issuance of the Series 2013 Bonds, proceeds of the Series 2013 Bonds in an amount equal to the Reserve Fund Requirement will be deposited in the Reserve Fund created under the Indenture and held by the Trustee. Thereafter, unless needed to bring the amount in the Reserve Fund up to the Reserve Fund Requirement, investment income on amounts in the Reserve Fund will be deposited in Bond Fund.

Amounts in the Reserve Fund may be used by the Trustee to pay principal of, premium, if any, and interest on the Bonds in the event sums in the Bond Fund are insufficient for such purpose. Amounts in the Reserve Fund are valued semi-annually as provided in the Indenture. In accordance with the Loan Agreement, the Company is required to cure any deficiency in the Reserve Fund within 30 days that occurs as a result of a valuation, and if the deficiency occurs as a result of a withdrawal, the Company is required to restore such withdrawal within 90 days. If amounts in the Reserve Fund are in excess of the Reserve Requirement, such excess amount

shall be transferred to the Bond Fund. Amounts in the Reserve Fund may be invested in Permitted Investments.

Capital Improvement Fund

There is created and established with the Trustee a Capital Improvement Fund. Monthly Deposits in the amount of $6,250 until _____, 2014, and thereafter in the amount of $_____ shall be credited to the Capital Improvement Fund in any month the amount held therein is less than $_____. Amounts deposited in the Capital Improvement Fund to be held under the Indenture shall be applied by the Trustee not more often than once each month as requested in a Company request only to the payment of items of repair, improvement, and replacement with respect to the Project which constitute capital expenditures under generally accepted accounting principles or which otherwise constitute major periodic repair or maintenance of the Project, such as annual painting or re-carpeting of a section of the Project (as opposed to incidental repairs such as touch-up painting, replacement of individual carpet tiles, etc.). Investment earnings on amounts held in the Capital Improvement Fund shall remain in, and be credited as received to, the Capital Improvement Fund.

Amounts on hand in the Capital Improvement Fund shall be transferred by the Trustee to the Bond Fund, as needed, if, on any Interest Payment Date, the amount then on hand in the Bond Fund, after application of any available amounts in the Reserve Fund, is not sufficient to pay the principal and interest then due on the Bonds, whether at maturity or upon redemption or by acceleration.

Mortgage

Under the Mortgage, the Company will grant to the Trustee a mortgage lien on and security interest in the Schoolhouse. Under the Mortgage, the Company also will grant a security interest in all leases and rents with respect to the Project. The Mortgage will be subject to certain Permitted Encumbrances as described in the Mortgage. See Appendix E: "THE MORTGAGE."

Lease

Payments under the Lease shall be in amounts sufficient to pay debt service on the Series 2013 Bonds. The Company will assign its interest in the Lease to the Trustee as additional security for the Series 2013 Bonds. See Appendix E: "THE LEASE."

Pledge and Covenant Agreement

Under the Pledge Agreement, the School will grant to the Trustee a security interest in certain revenues and assets of the School as additional security for the Series 2013 Bonds. The School has further agreed in the Pledge Agreement to establish and maintain a depository account (the "Sweep Account") at Sunrise Bank in Ramsey, Minnesota into which there shall be deposited twice each month all funding provided to the School from the State of Minnesota Department of Education, including but not limited to General Education Revenues, Building Lease Aid, other special funds and pass-through payments of federal education funds. Under the terms of a Payment Authorization with respect to the Sweep Account, there shall be automatically withdrawn by the Trustee (as assignee of the Company as lessor under the Lease)

all amounts due and payable by the School pursuant to the Lease and the Pledge Agreement, which includes Lease Payments from the School in an amount sufficient to pay principal of and interest on the Series 2013 Bonds. Such transfers to the Trustee are to be made on the same Business Day for deposits received before 12:00 noon Minneapolis, Minnesota time, or if the deposits are received after 12:00 noon, before 12:00 noon on the next succeeding Business Day. In the event that the amount available from the first deposit in a month of State funds is insufficient to pay the amounts due under the Lease, the amount of any such insufficiency shall be transferred to the Trustee from the second monthly deposit (or from succeeding deposits thereafter) of State funds. After the amounts due under the Lease in any month have been fully paid to the Trustee, the balance available in the Sweep Account shall be available to the School to use for any authorized purposes. The Sweep Account shall not otherwise be available to pay any expenses or secure any obligations of the School. See Appendix E: "THE PLEDGE AGREEMENT."

The Pledge Agreement also includes the requirements that, during the term of the Lease, the School shall:

(A) Furnish to the Trustee and EMMA a copy of the audited financial statements required of the School under Minnesota law for the preceding fiscal year.

(B) Prepare and submit to the Trustee and EMMA by no later than _____ 30 of each year, a copy of the proposed budget for the School for the next succeeding fiscal year and projected long-range budget model forecasting the operations of the School for at least 5 years.

(C) On or about the 15th day of each February, May, August and November, submit to the Trustee and EMMA, copies of quarterly student attendance, budget and financial reports required by Minnesota law and by the Charter Agreement between the School and its Authorizer, and certain additional financial and operating reports.

(D) Make all applications or submissions and provide all supporting documentation to the Minnesota Department of Education (or its successor) necessary to receive full funding from the State of Minnesota for all legally available general student aid funds, lease aids, or other funding sources included in the School's annual budgeted operating revenues.

(E) Make all necessary applications or submissions, including all supporting documentation, on or before _____ 30 of each year to the Minnesota Department of Education (or its successor) necessary to receive any Title I federal funding or other federal money included in the School's annual budgeted operating revenues.

(F) Other than the obligation to make additional Lease Payments for the purpose of repaying Additional Bonds, not incur any additional Indebtedness without the prior written consent of the Majority Bondholder; provided that the foregoing requirements shall not apply to (i) loans or operating or capital leases for computers and/or technology and (ii) short-term (less than twelve months) working capital borrowings or sales of accounts receivable by the School for cash flow purposes in an amount not to exceed $1,000,000 annually.

(G) Maintain unrestricted Cash on Hand in its operation fund such that on each testing date the amount on deposit in such fund shall be equal to or greater than 45 Days Cash on Hand. The School's Cash on Hand shall be tested each year 30 days after the end of the School's Fiscal

Year (i.e. on July 30 of each year), commencing the Fiscal Year ending _____ 30, 2014; provided that the School shall have certain options to cure any shortfall therein.

(H) Maintain on its books, a separate, segregated fund balance to be funded on a best efforts basis from accumulated cash surpluses (the "Fund Balance Account") of the School, if any, in an amount equal to 20% of the budgeted annual operating expenses of the School (the "Fund Balance Account Requirement"). The balance of the Fund Balance Account may be reduced below the Fund Balance Account Requirement by the School solely for the payment of ordinary and necessary expenses of the School (excluding salaries and benefits to staff or administrative personnel) which exceed annual budgeted expenditures by an amount not greater than 20% of the annually budgeted amounts for items including repair and replacements, capital improvements, utilities, educational program expenses, and special assessments. The fund balance as of _____ 30, 2013 is projected to be $_____ million or _____% of the School's total operating budget.

In the event the Fund Balance Account is reduced below the Fund Balance Account Requirement as of the end of the School's Fiscal Year according to the School's annual audit, the School shall provide notice thereof to the Trustee and EMMA and shall use its best efforts to replenish the Fund Balance Account.

(I) Complete the Project in the event the cost of the Project exceeds the amount of Bond proceeds available for the Project.

(J) Make all payments due under the Lease on account of debt service on the Bonds and any Additional Bonds prior to any payments of additional rent due under the Lease other than operating expenses of the School required under State or federal laws to provide required educational program expenditures.

(K) Provide notice to the Issuer, Trustee and EMMA of (i) any notices from the School's authorizer to the School of noncompliance with or determination not to renew the Charter Agreement within 10 days of receipt of such notice by the School and (ii) any default under the Lease and the steps to be taken by the School to remedy such default, promptly after such default occurs.

(L) On or before _____ 30 of each year apply to the Minnesota Department of Education (or its successor) for Building Lease Aid as required by Minnesota Statutes and provide notice to the Trustee and EMMA of such application and approval thereof by the Minnesota Department of Education.

(M) Provide insurance in the amounts required under the Loan Agreement and the Mortgage.

(N) The School may, at its own expense and in its own name, in good faith contest any real estate taxes, assessments, utility and other charges.

(O) Use its best efforts to generate Income Available for Debt Service of at least 110% of the principal and interest due on the Bonds and any Additional Bonds. In the event the School's Income Available for Debt Service is less than 110% of the principal and interest due on the Bonds and any Additional Bonds in any Fiscal Year, the School shall retain an

Independent Consultant to review and analyze the reports required by the Pledge Agreement, to inspect the Project and the School's operation and administration and to make such recommendations as to the operation and administration of the School and the Schoolhouse as such Independent Consultant deems appropriate. Notwithstanding the immediately preceding sentence, regardless of whether the School has retained an Independent Consultant, if at the end of the Fiscal Year 2013 or any subsequent Fiscal Year, the Income Available for Debt Service as of the end of such Fiscal Year is less than 100% of the principal and interest due on the Bonds and any Additional Bonds (as evidenced by the School's audited financial statements for such Fiscal Year), then the Trustee will either (I) declare an Event of Default or (II) exercise one or more of the remedies permitted under the Loan Agreement and the Indenture.

Defeasance

Upon certain terms and conditions specified in the Indenture, including provision for the payment of such Series 2013 Bonds, the Series 2013 Bonds or portions thereof will be deemed to be paid and the security provided in the Indenture and the Mortgage may be discharged prior to maturity or redemption of the Series 2013 Bonds. In that case, the Series 2013 Bonds will be secured solely by the cash and securities deposited with the Trustee for such purpose.

SOURCES AND USES OF FUNDS

Following are the expected sources and uses for funds (excluding investment income) associated with the Project:

Sources of Funds	
Tax-Exempt Series 2013 Bonds	$
Taxable Series 2013 Bonds	
Transfers from Prior Issues DS Funds	
Transfers from Prior Issues DSR Funds	
Accrued Interest on the Series 2013 Bonds	
Reoffering Premium	
Total Sources	$

Uses of Funds	
Deposit to Net Cash Escrow Fund	$
Debt Service Reserve Fund	
Costs of Issuance[(1)]	
Deposit to Project Fund	
Deposit to Bond Fund	
Original Issue Discount	
Total Uses	$

[(1)]Includes title insurance, Underwriter's compensation, legal fees and expenses, printing, Trustee fees and Issuer fees.

THE ISSUER

[ISSUER DESCRIPTION]

Pursuant to *Minnesota Statutes*, Section 469.154, *et. seq.*, as amended (the "Act"), the Issuer is empowered to issue the Bonds. The Issuer is not pledging its credit to the Bonds. The Issuer does not and will not in the future monitor the financial condition of the Company, the operation of the Company's facilities, or otherwise monitor payment of the Bonds or compliance with the documents relating thereto. The responsibility for the operation of the Company's facilities will rest entirely with the Company.

The Bonds are special, limited obligations of the Issuer. No recourse by any Holder of the Bonds will be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant, or agreement in the Indenture or the Loan Agreement, against any past, present, or future officer, member, counsel, advisor or agent of the Issuer or any successor thereto, as such, directly or through the Issuer or any successor thereto, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, member, counsel, advisor or agent as such has been expressly waived as a condition of and in consideration of the execution of the Indenture, the Loan Agreement and the issuance of the Bonds.

All payments made by the Company pursuant to the Loan Agreement will be made directly to the Trustee for disbursement to the Holders. None of the revenues to pay the Bonds will come from the Issuer and therefore the Issuer's financial information and status is irrelevant to any investment decision with respect to the Bonds. As a result, no information regarding the Issuer will be provided in respect of any continuing disclosure requirement relating to the Bonds. The Issuer has not assumed responsibility for any information in this Official Statement, except for the information under this caption and the caption, "LITIGATION – Issuer."

THE COMPANY

PCS Building Company, a Minnesota nonprofit corporation (the "Company"), is an organization exempt from federal income taxation pursuant to Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code. The Company shall acquire, construct, equip and be the owner of the educational facility leased to the School. Additional information about the Company is located in "Appendix A: "THE COMPANY, THE SCHOOL AND THE PROJECT" in this Official Statement.

THE SCHOOL

PACT Charter School, a Minnesota nonprofit corporation (the "School"), is exempt from federal income taxation pursuant to Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code. The Company will lease the Project to the School.

The School is a charter school operating the Project under applicable laws of the State. Under the provisions of the Charter School Act (as defined in Appendix A), a college or university may sponsor a charter school. The sponsor's authorization for a charter school must

be in the form of a written contract which must contain a description of the charter school program, the specific outcomes that the charter school pupils are expected to achieve, admission policies and procedures, management and administration of the charter school, requirements and procedures for program and financial audits, insurance coverage, and certain additional information required by law. The Charter School's authorizer (formerly known as "sponsor" until July 1, 2010) is _____ ("Condordia"). After State laws changed in 2010, all existing charter school sponsors were required to apply to the Minnesota Department of Education ("MDE") for approval to be "authorizers". Authorizer did so and its authority extends to _____ 30, 2015. Authorizer authorizes six other charter schools.

[The School is in the _____ year of the three-year term of the current Charter Agreement that runs through _____ 30, 20_____, and the School has submitted an application for a five-year renewal of the Charter Agreement. The School's renewal application was formally approved by Authorizer for a three-year term on _____ 11, 2013, and the School expects that such renewal will be subsequently approved by the Minnesota Department of Education.]

The School receives its funding from a combination of State aids under the following programs: General Education Aid, Compensatory Aid and Building Lease Aid, and Federal programs administered by the State including Title II of the Improving American Schools Act ("IASA"), Responsive Classroom Training and the International Baccalaureate's Primary Years Program in (PYP), Title IV of the IASA, Safe and Drug Free Schools and Title V of the IASA, innovative programs, implementing PYP. Additional information about the School is located in "Appendix A: "THE COMPANY, THE SCHOOL AND THE PROJECT" in this Official Statement.

THE PROJECT

Proceeds of the Bonds will be used to : (i) refund the Issuer's Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2004 which previously financed the existing school facility at _____ (the "Schoolhouse") in the City of Ramsey, Minnesota (the "City") operated by the PACT Charter School, a Minnesota nonprofit corporation (the "School"); (ii) fund a debt service reserve fund; and (III) pay the costs of issuing the Bonds (the "Project"). The Schoolhouse will be owned by the Company and leased to and operated by the School. Additional information about the Project is located in "Appendix A: "THE COMPANY, THE SCHOOL AND THE PROJECT" in this Official Statement.

DEBT SERVICE SCHEDULE

The following table sets forth, for each year ended _____ 1, the amounts required each year to be paid with respect to the Series 2013 Bonds, assuming no prepayment other than for mandatory sinking fund redemptions. Principal of the Series 2013 Bonds will be paid on _____ 1 of each year and interest will be paid on _____ 1 and _____ 1, commencing _____ 1, 2013.

Series 2013 Bonds

Date	Principal	Interest	Total Debt Service
12/01/20__	0.00		
12/01/20__			
12/01/20__			
12/01/20__			
12/01/20__			
12/01/20__			
12/01/20__			
12/01/20__			
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12/01/20__			
12/01/20__			
12/01/20__			
12/01/20__			
12/01/20__			
12/01/20__			

Debt Service Coverage Analysis

Based on the operating and annual debt service assumptions set forth in the Five-Year Budget Projections contained in Appendix C to this Official Statement, the ability of the School to generate funds sufficient to pay debt service on the Bonds (but excluding any other fees or reserves payable under the Lease or the Pledge Agreement) is reflected in Table 1 below. Tables 2 and 3 reflected below analyze the coverage ratios generated using the enrollments stated therein (with a reduction in operating expenses to reflect such enrollment levels):

Debt Service Coverage Ratio Analysis

School Year	Table 1 Enrollment	Table 1 Coverage Ratio	Table 2 Enrollment	Table 2 Coverage Ratio	Table 3 Enrollment	Table 3 Coverage Ratio
2013-14						
2014-15						
2015-16						
2016-17						
2017-18						

ENFORCEABILITY OF OBLIGATIONS

On the date of delivery of the Series 2013 Bonds, Briggs and Morgan, Professional Association, Minneapolis, Minnesota, Bond Counsel, will deliver its opinion, dated the delivery date, that the Series 2013 Bonds, the Loan Agreement, the Tax Regulatory Agreement and the Indenture are valid and legally binding on the Issuer, enforceable against the Issuer in accordance with their respective terms. John Cairns Law, P.A., Minneapolis, Minnesota, as counsel to the Company and the School, will deliver its opinion that the Loan Agreement, the Tax Regulatory Agreement, the Mortgage, the Lease, the Lease Assignment and the Escrow Agreement are valid and legally binding agreements of the Company, each enforceable against the Company in accordance with its respective terms, and that the Lease and the Pledge Agreement are valid and legally binding agreements of the School, enforceable against the School in accordance with its terms. The foregoing opinions will be generally qualified to the extent that the enforceability of the respective instruments may be limited by laws, decisions and equitable principles affecting remedies and by bankruptcy or insolvency or other laws, decisions and equitable principles affecting creditors' rights generally.

While the Series 2013 Bonds are secured or payable pursuant to the Indenture, the Loan Agreement, the Mortgage, the Lease and the Pledge Agreement, the practical realization of payment from any security will depend upon the exercise of various remedies specified in the respective instruments. These and other remedies are dependent in many respects upon judicial action, which is subject to discretion and delay. Accordingly, the remedies specified in the above documents may not be readily available or may be limited.

LEGAL MATTERS

Legal matters incident to the issuance and sale of the Bonds and with regard to the tax-exempt status of interest on the Series 2013A Bonds under existing laws are subject to the legal opinion of Briggs and Morgan, Professional Association, Minneapolis, Minnesota, as Bond Counsel. Certain legal matters will be passed on for the Company and the School by their counsel, John Cairns Law, P.A., in Minneapolis, Minnesota.

Best & Flanagan LLP, Minneapolis, Minnesota, has represented the Underwriter in this transaction.

TAX MATTERS

The Series 2013A Bonds

Tax Exemption. In the opinion of Briggs and Morgan, Professional Association, , as bond counsel, under existing laws, regulations, rulings, and decisions, and assuming continuing compliance by the Company and the School with covenants made to satisfy requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Series 2013A Bonds is not included in gross income for federal income tax purposes and, to the same extent, is not included in taxable net income of individuals, estates, and trusts for Minnesota income tax purposes. Interest on the Series 2013A Bonds is not an item of tax preference for purposes of the computation of the alternative minimum tax imposed on individuals and corporations under federal law and on individuals, estates, and trusts under Minnesota law. Interest on the Series 2013A Bonds is included in adjusted current earnings of corporations in determining alternative minimum taxable income for purposes of the federal alternative minimum tax imposed on corporations. Interest on the Series 2013A Bonds is subject to the Minnesota franchise tax imposed on corporation, including financial institutions.

In expressing its opinion, bond counsel will rely on an opinion of John Cairns Law, P.A., as counsel to the Company, to the effect that, among other things: (i) the Company is a nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is exempt from federal income taxation under Section 501(a) of the Code; and (ii) to the best of his knowledge after reasonable investigation consisting of interviews with officers of the Company most likely to have relevant information as of the date thereof, no portion of the facilities financed with the proceeds of the Series 2013A Bonds is to be used in or for any unrelated trade or business of the Company, determined by applying Section 513(a) of the Code.

Bond counsel will also rely upon the opinion of John Cairns Law, P.A., as counsel to the School, to the effect that, among other things: (i) the School is a nonprofit corporation and an organization described in Section 501(c)(3) of the Code and is exempt from federal income taxation under Section 501(a) of the Code; and (ii) to the best of his knowledge after reasonable investigation consisting of interviews with officers of the School most likely to have relevant information as of the date thereof, no portion of the facilities to be financed or refinanced with the proceeds of the Series 2013A Bonds is or will be used by the School in or for any unrelated trade or business of the School, determined by applying Section 513(a) of the Code.

The Code establishes certain requirements (the "Federal Tax Requirements") that must be satisfied subsequent to the issuance of the Series 2013A Bonds in order that, for federal income tax purposes, interest on the Series 2013A Bonds will continue to be excluded from gross income for federal income tax purposes. The Federal Tax Requirements include, but are not limited to, requirements relating to the expenditure of proceeds of the Series 2013A Bonds, requirements relating to the operation of the facilities financed by the Series 2013A Bonds, restrictions on the investment of proceeds of the Series 2013A Bonds prior to expenditure, and the requirement that certain earnings on the "gross proceeds" of the Series 2013A Bonds be paid to the federal government. Noncompliance with the Federal Tax Requirements may cause interest on the Series 2013A Bonds to become subject to federal and Minnesota income taxation retroactive to their date of issue irrespective of the date on which such noncompliance occurs or is ascertained.

In expressing its opinion, bond counsel will assume compliance by the Issuer, the Company, the School, and the Trustee with the tax covenants contained in the Loan Agreement, the Tax Regulatory Agreement, and Indenture.

No provision has been made for an increase in the interest rate on the Series 2013A Bonds in the event that interest on the Series 2013A Bonds becomes subject to federal or Minnesota income taxation; however, upon the occurrence of a Determination of Taxability with respect to the Series 2013A Bonds, the Series 2013 Bonds are subject to mandatory redemption, at par plus accrued interest, plus with respect to the Series 2013A Bonds, a 3% premium. See "THE SERIES 2013 BONDS - Redemption of Series 2013 Bonds - Mandatory Redemption Upon Determination of Taxability" herein.

Legislative Proposals

Bond Counsel's opinion is given as of its date and Bond Counsel assumes no obligation to update, revise, or supplement such opinion to reflect any changes in facts or circumstances or any changes in law that may hereafter occur. Proposals are regularly introduced in both the United States House of Representatives and the United States Senate that, if enacted, could alter or affect the tax-exempt status of municipal bonds. For example, legislation has been proposed by President Obama that would, among other things, limit the amount of exclusions (including tax-exempt interest) or deductions that certain higher-income taxpayers could use to reduce their tax liability. The likelihood of adoption of this or any other such legislative proposal relating to tax-exempt bonds cannot be reliably predicted. If enacted into law, current or future proposals may have a prospective or retroactive effect and could affect the value or marketability of tax-exempt bonds (including the Series 2013A Bonds). Prospective purchasers of the Series 2013A Bonds should consult their own tax advisors regarding the impact of any such change in law.

Branch Profits Tax

A tax is imposed on any foreign corporation in an amount equal to thirty percent (30%) of the “dividend equivalent amount” for the taxable year. The “dividend equivalent amount” is the foreign corporations’ “effectively connected earnings and profits” reduced for increases (or increased for decreases) in “United States Net Equity.” According to the Conference Committee Report provided in connection with the adoption of the Tax Reform Act of 1986, “the conferees intend that a branch’s earnings and profits include income that would be effectively connected with a United States trade or business if such income were taxable, such as tax-exempt municipal bond interest.”

Foreign Insurance Companies

The Federal Budget Reconciliation Act of 1986, subjects foreign companies carrying on an insurance business in the United States to a tax on income which is effectively connected with their conduct of any trade or business in the United States. According to the conference report accompanying the law such income includes tax-exempt interest.

Passive Investment of S Corporation

Proposed regulations state that “passive investment income” also includes tax-exempt interest. Passive investment income, including interest on the Series 2013A Bonds, may be

subject to federal income taxation under Section 1375 of the Code for S corporations that have Subchapter C earnings and profits at the close of the taxable year if more than 25 percent of the gross receipts of such S corporations is passive investment income and may be subject the Subchapter S corporation to termination of its Subchapter S status under Section 1362(d) of the termination of its Subchapter S status under Section 1362(d) of the Code.

Financial Institutions

The Code limits the ability of financial institutions to deduct any portion of the interest expense allocable to the ownership of certain tax-exempt obligations acquired after August 7, 1986. The Series 2013 Bonds have not been designated by the Issuer as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code.

Property and Casualty Insurance Companies

Under the Code, property and casualty insurance companies are required, for taxable years beginning after _____ 31, 1986, to reduce the amount of their loss reserve deduction by 15 percent of the amount of tax-exempt interest received or accrued during the taxable year on certain obligations acquired after August 7, 1986, including interest on the Bonds.

The Series 2013B Bonds

Interest to be paid on the Series 2013B Bonds is included in gross income of the recipient for federal income tax purposes and in taxable net income of individuals, estates and trust for Minnesota income tax purposes, and is subject to Minnesota franchise taxes imposed on corporations and financial institutions.

Original Issue Discount/Premium

Certain of the Bonds may be sold with original issue discount ("OID Bonds.") For each maturity of OID Bonds, original issue discount is the excess of the stated redemption price at maturity of such Bonds over the initial offering price to the public, excluding underwriters and other intermediaries, at which price a substantial amount of such Bonds were sold. The appropriate portion of such original issue discount allocable to the original and each subsequent holder will be treated as interest and original issue discount allocable to the original and each subsequent holder will be treated as interest and excluded from gross income for federal income tax purposes and will increase a holder's tax basis in such Series 2013A Bonds for purposes of determining gain or loss upon sale, exchange, redemption, or payment at maturity. Owners of such Series 2013A Bonds should consult their own tax advisors with respect to the computation and determination of the portion of original issue discount which will be treated as interest and added to a holder's tax basis during the period such Series 2013A Bonds are held.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of a Premium Bond the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a beneficial owner's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner.

Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

THE FOREGOING IS NOT INTENDED TO BE AN EXHAUSTIVE DISCUSSION OF COLLATERAL TAX CONSEQUENCES ARISING FROM RECEIPT OF INTEREST ON THE SERIES 2013A BONDS. PROSPECTIVE PURCHASERS OR BONDHOLDERS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO COLLATERAL TAX CONSEQUENCES, INCLUDING WITHOUT LIMITATION THE DETERMINATION OF GAIN OR LOSS ON THE SALE OF A SERIES 2013A BOND, THE CALCULATION OF ALTERNATIVE TAX LIABILITY, THE INCLUSION OF SOCIAL SECURITY OR OTHER RETIREMENT PAYMENTS IN TAXABLE INCOME, THE DISALLOWANCE OF DEDUCTIONS FOR CERTAIN EXPENSES ATTRIBUTABLE TO THE SERIES 2013A BONDS AND THE STATE AND LOCAL TAX RULES IN STATES OTHER THAN MINNESOTA.

RATING

Standard & Poor's Ratings Group, a division of McGraw-Hill, has assigned a rating of "_____" to the Series 2013 Bonds. Certain information was supplied by the Company and the School to such rating agency to be considered in evaluating the Series 2013 Bonds, including information regarding State and federal funding sources and the operations of the School, which are subject to change. Such rating expresses only the views of such rating agency. An explanation of the significance of the rating may be obtained from such rating agency at 25 Broadway, New York, New York 10004. There is no assurance that such rating will continue for any given period of time or will not be revised or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Neither the Issuer, the Underwriter, the Company nor the School have undertaken any responsibility to bring to the attention of the holders of the Series 2013 Bonds any proposed downward revision or withdrawal of a rating of the Series 2013 Bonds, or to oppose any such proposed downward revision or withdrawal. Any such downward revision in or withdrawal of such rating may have any adverse effect on the market price of the Series 2013 Bonds.

UNDERWRITING

The Series 2013 Bonds will be purchased by Dougherty & Company LLC, in Minneapolis, Minnesota (the "Underwriter"). The Underwriter has agreed to purchase the Series 2013 Bonds for compensation equal to $_____, subject to the terms of a Bond Purchase Agreement between the Issuer, the Company, the School and the Underwriter. The Bond Purchase Agreement provides that the Underwriter shall purchase all Series 2013 Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement, the approval of certain legal matters by counsel and certain other conditions. The initial offering prices set forth on the cover hereof may be changed from time to time by the Underwriter. The Company and the School have agreed under the Bond Purchase Agreement to indemnify the Underwriter and the Issuer against certain liabilities, including certain liabilities under federal and state securities laws.

CONTINUING DISCLOSURE

Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, imposes continuing disclosure obligations on the issuers of certain state and municipal securities to permit participating underwriters to offer and sell the Issuer's securities. In order to comply with the requirements of Rule 15c2-12, the Company, the School and the Trustee have entered into a Continuing Disclosure Agreement, dated as of _____ 1, 2013. See Appendix E: "THE CONTINUING DISCLOSURE AGREEMENT."

The Issuer does not have any obligation with respect to the Continuing Disclosure Agreement because the Issuer is not an "obligated party" under the terms of the Rule. The Issuer will not monitor the compliance by the Company with the terms of the Continuing Disclosure Agreement.

RELATIONSHIPS AMONG THE PARTIES

In connection with the issuance of the Series 2013 Bonds, the Issuer, the Company, the School and the Underwriter are being represented by the attorneys or law firms identified above under the heading "LEGAL MATTERS" and Kennedy & Graven Chartered is acting as Bond Counsel. In other transactions not related to the Bonds each of these attorneys or law firms may have acted as Bond Counsel or represented the Issuer, the Company, the School or the Underwriter or their affiliates, in capacities different from those described under "LEGAL MATTERS," and there will be no limitations imposed as a result of the issuance of the Series 2013 Bonds on the ability of any of these firms or attorneys to act as Bond Counsel or represent any of these parties in any future transactions. Potential purchasers of the Series 2013 Bonds should not assume that the Issuer, the Company, the School and the Underwriter or their respective counsel or Bond Counsel have not previously engaged in, or will not after the issuance of the Series 2013 Bonds engage in, other transactions with each other or with any affiliates of any of them, and no assurances can be given that there are or will be no past or future relationship or transactions between or among any of these parties or these attorneys or law firms.

LITIGATION

There is no litigation pending, seeking to restrain or enjoin the issuance or delivery of the Series 2013 Bonds or questioning or affecting the legality of the Series 2013 Bonds or the proceedings and authority under which the Series 2013 Bonds are to be issued. There is no litigation pending which in any manner questions the undertaking of the financing by the Company or the validity or enforceability of the Indenture, the Loan Agreement, the Escrow Agreement, the Tax Regulatory Agreement, the Lease, the Pledge Agreement or the Mortgage.

Issuer

To the actual knowledge of the Issuer, there is no litigation pending against the Issuer seeking to restrain or enjoin the issuance or delivery of the Bonds, questioning or affecting the legality of the Bonds or the proceedings and authority under which the Bonds are to be issued or

questioning the validity or enforceability of the Indenture, the Bond Purchase Agreement, the Loan Agreement, or the Mortgage.

MISCELLANEOUS

The foregoing does not purport to be comprehensive or definitive and all references to any document herein are qualified in their entirety by reference to each such document. All references to the Series 2013 Bonds are qualified in their entirety by reference to the forms thereof and the information with respect thereto included in the aforesaid documents. Copies of these documents are available for inspection during the period of the offering at the offices of the Underwriter in Minneapolis, Minnesota and thereafter at the principal corporate trust office of the Trustee. All information contained in the Appendices A, B and C has been derived from information provided by the Company. The Underwriter makes no representations or warranties as to the accuracy or completeness of the information in any of the Appendices.

The Company and the Issuer have authorized the use and distribution of this Official Statement, although the Issuer has not reviewed or approved any matters herein and assumes no responsibility for the accuracy or completeness of the information herein except for the information under the caption "THE ISSUER" and "LITIGATION – Issuer." The Company has approved the information contained herein.

APPENDIX A

THE COMPANY, THE SCHOOL AND THE PROJECT

1. THE COMPANY

The Project owner is PCS Building Company, a Minnesota nonprofit corporation, organized on February 20, 2002. The address of the Company is 7250 E. Ramsey Parkway, Minnesota 55303. The Company was formed for the sole purpose of owning and operating the Project for lease to the School. On September 20, 2002, the Company received a determination letter from the Internal Revenue Service (the "IRS") that it is an organization exempt from taxation pursuant to Section 501(c)(3) of the Code.

The sole member of the Company is PACT Charter School, a Minnesota nonprofit corporation, incorporated on March 17, 1994. On November 28, 1994, the School received a determination letter from the Internal Revenue Service that it was exempt from federal income taxation under Section 501(c)(3) of the Code.

The Company has no substantial assets other than the Project and does not intend to acquire any other substantial assets or to engage in any substantial business activities other than those related to the ownership of the Project.

The obligations and liabilities of the Company under the Loan Agreement and the Mortgage are of a full recourse nature but are nonetheless limited to the Project and moneys derived from the operation of the Project, including revenues received pursuant to the Lease, since the Project is the only asset of the Company. No representation is made that the Company has substantial funds available for the Project. Accordingly, the financial statements of the Company are not included in this Official Statement.

The Company does not have, and is not expected to have, any employees of its own. Consequently, pursuant to the Lease, the School is required to perform all property maintenance and management functions for the Project

The current members of the Board of Directors of the Company are as follows:

Name and Address	**Relationship to School**
Humnick, Bernice Andover, MN	Parent of PACT Student
Levy, Mary (Chair) Plymouth, MN	Teacher Special Ed PACT Board Member
Petersen, James Brooklyn Park, MN	Parent of PACT Student
Weaver-West, Martha Ramsey, MN	(Non-parent) Community Member PACT Board Member

2. THE FACILITY AND THE SERIES 2013 PROJECT

Proceeds of the Bonds will be used to : (i) refund the Issuer's Lease Revenue Bonds (PACT Charter School Project), Series 2004 which previously financed the existing school facility at 7250 E. Ramsey Parkway (the "Schoolhouse") in the City of Ramsey, Minnesota (the "City") operated by the PACT Charter School, a Minnesota nonprofit corporation (the "School"); (ii) fund a debt service reserve fund; and (III) pay the costs of issuing the Bonds (the "Project"). The Schoolhouse will be owned by the Company and leased to and operated by the School.

3. THE SCHOOL

PACT Charter School, a public school of choice committed to sound governance and financial stability, was launched in 1994 as a K-8 school of 84 students. Since its inception, the school has grown to serve over 640 students spanning grades K-12, with students on a waiting list.

(i) Vision Statement

It is the primary vision of PACT Charter School to partner together as parents, students and teachers in providing an innovative model of educational excellence for all students.

(ii) Mission Statement

In reaching our vision, it is the mission of PACT Charter School to:

Prepare students for *college & life-long learning;*
Promote *positive character development*; and
Pursue a *community atmosphere of mutual respect*

(iii) Profile and History

In 1994, a small group of parents and teachers in the Anoka area developed a vision for a charter school that would combine excellence in public education with dynamic parent involvement. That vision became PACT (**P**arents **A**llied with **C**hildren and **T**eachers) Charter School.

PACT opened its doors in September of 1994 to 84 students in grades K-8. Today, PACT serves approximately 640 students in Kindergarten through 12th grade. PACT is currently housed in a 74,000 square foot facility in Ramsey, MN as part of a planned community called Ramsey Town Center (now The COR).

The facility combines all school functions and programs into one building, which is central to achieving the school's mission. This facility is built symmetrically around a core of common or shared rooms that serve the entire school with the elementary classes (grades K-6) on one side of this core and the secondary classes (grades 7-12) on the other. The facility has been built for PACT and leased with a renewable contract from PCS Building Company**.**

Initially PACT entered into a charter contract with the Anoka- Hennepin county school district as a K-8 school. Each year a grade was added, however, and the school switched

sponsors to Bethel University in 2003. Bethel has renewed the charter contract twice and the current contact runs through 2014.

(iv) Demographic Data

Year	Students	Black	White	Asian	Hispanic	Amer. Indian	ELL	Sp. Ed	Free/ Reduced Lunch
2009-10	607	3%	92%	2%	2%	0%	0%	19%	15%
2010-11	646	3.6%	92.1%	1.7%	2.2%	0.05%	0%	19.81%	13.78%
2011-12	652	3.6%	92.1%	1.7%	2.2%	0.5%	0%	19.8%	13.8%
2012-13	644	3.8%	89.7%	1.8%	2.9%	1.8%	0%	18.9%	15.7%

(v) Governance

The PACT Charter School Board is responsible for the overall governance of the school. It is the primary decision-making body on matters concerning the development and consistent implementation of all school policies. The Board provides leadership for policy development and oversight, and communication regarding the direction and overall management of the school. This is accomplished by adopting policies that the administrator, staff, school committees, and volunteers carry out on a day-to-day basis. The Board also considers the long-term vision for the school to ensure its continued success and sustainability.

The management model provides a balance of efficiency and adequate staffing in all functions of school operations. The School Board provides oversight of the administrator who is responsible to hire and manage the faculty and staff. The administrator is formally evaluated each year. This annual evaluation Is based on review of feedback from within the organization (including board members, committee chairs working directly with the administrator and direct reports), and goals are established based on the results of the evaluation and needs throughout the school. The School Board works directly with the administrator in establishing annual goals that are correlated to the needs of the school. Those goals are reviewed on a quarterly basis.

The school administrator assumes overall responsibility for personnel, facilities, services, committees and programs of the school. This includes hiring; supervising and evaluating faculty and staff; working with committees, parents and students on a daily basis in the implementation of the established policies and procedures; ensuring that the facilities are safe and healthy; ensuring equitable and safe transportation for students; acting as an ex-officio to the School Board and representing the school with the authorizer and other outside organizations.

(vii) Education Philosophy and Curriculum

It is the goal of PACT Charter School to provide students with a rigorous educational program that is equivalent or superior in quality to that of any school in Minnesota, public or private. Building a strong background in core academics is the primary goal of any effective school. To that end, PACT students spend the majority of their school day progressing toward mastery of, the core academic disciplines including Math, Reading, Writing (Language Arts), Social Studies and the Sciences. The school works to deliver this education in an environment that provides opportunities for students to grow as individuals and citizens.

To measure the attainment of these goals, the faculty uses a variety of assessments (both formal and informal) intended to evaluate student progress and program effectiveness. These assessments provide data to assist with the refinement of programming and the commitment to continuous improvement. Observation of students and their work in addition to objective assessment data provide the basis for evaluation of students for academic support and enrichment. A Child Study Team process is used to discuss students who may need further evaluation, after attempts at accommodation have been made in the classroom. PACT utilizes the Measures of Academic Progress (MAP) tests to attain accurate information about what students know and are ready to learn, and to provide progress and proficiency data.

State MCA test results data is also used to measure student progress and program effectiveness. Accountability continues to be of vital importance in setting academic goals and refining a program to best meet the needs of all students.

PACT Charter School has chosen to take a multifaceted approach when determining academic and non-academic goals. Data gathered from assessments ranging from current year results to longitudinal grade level and student cohort analysis is evaluated to track student progress and identify curricular inconsistencies or deficits. Evaluation of annual student, staff and climate surveys also provide a framework from which goals can be determined. Committee input is yet another valued source to be considered as goals are made.

(viii) Testing

It is the goal of PACT Charter School to provide students with a rigorous educational program that includes a strong background in core academics. The school faculty and staff work to facilitate this education in an environment that provides opportunities for students to grow as individuals and citizens. Because of the school's commitment to continuous improvement, a variety of formal and informal assessment data ranging from current year results to longitudinal grade level and student cohort analysis is gathered and used to evaluate student progress, identify curricular inconsistencies or deficits, and refine program effectiveness.

PACT utilizes the Measures of Academic Progress (MAP) tests to attain accurate information about what students know and are ready to learn, and to provide progress and proficiency data. State MCA test results data is also used to measure student progress and program effectiveness. Observation of students and their work in addition to objective assessment data provide the basis for evaluation of students for academic support and enrichment. A Child Study Team process is used to discuss students who may need further evaluation, after attempts at accommodation and/or intervention have been made in the classroom.

The primary tenets of PACT Charter School are to

1) improve pupil learning;
2) increase learning opportunities for pupils;
3) encourage the use of different and innovative teaching methods; and
4) establish new forms of accountability for schools.

Growth over time in relation to these primary tenets is the framework used to determine annual school goals and objectives that will demonstrate progress to the Minnesota Department of Education, the school's authorizer, and the community. Accountability continues to be of vital

importance in setting academic and non-academic goals, and PACT Charter School has a multifaceted approach to determine these.

Year	Mathematics			Reading		
	PACT	State	Anoka-Hennepin	PACT	State	Anoka-Hennepin
2008	61.11%	62.50%	65.79%	67.10%	70.74%	74.27%
2009	62.03%	64.27%	69.29%	73.44%	71.93%	75.53%
2010	64.5%	66.2%	70.5%	72.14%	72.34%	74.24%
2011	57.50%	56.39%	59.59%	79.44%	74.53%	78.34%
2012	69.8%	62.0%	63.9%	80.21%	76.00%	79.36%

ACT Charter School is committed to preparing students for college and life-long learning. A measure of it academic success is demonstrated by student performance on the ACT test, which the school encourages students to take. When feasible, the school dedicates funds to assist students with the fees associated with taking the test. The following table and charts represent trend comparison data of average ACT scores for PACT students.

TOTAL TESTED ENGLISH MATH READING SCIENCE COMPOSITE

AVERAGE ACT SCORES – TREND DATA

	TOTAL TESTED		ENGLISH		MATH		READING		SCIENCE		COMPOSITE	
Grade Year	School	State	School	State	School	State	School	State	School	State	School	State
2006	14	41650	18.0	21.6	20.4	22.1	20.1	22.6	19.7	22.3	19.6	**22.3**
2007	24	43534	23.7	21.8	22.4	22.5	25.1	22.8	23.1	22.5	23.8	**22.5**
2008	22	44863	26.0	21.9	24.2	22.6	25.8	23.0	24.2	22.5	25.1	**22.6**
2009	38	43642	22.3	22.0	21.9	22.7	23.2	23.1	22.3	22.3	22.3	**22.7**
2010	33	44,323	23.5	22.3	23.2	22.9	24.4	23.2	22.6	22.8	23.6	**22.9**
2011	35	44,952	22.9	22.3	22.7	23.0	23.5	22.9	22.3	22.8	23	**22.9**
2012	**33**	**44,977**	**22.5**	**22.1**	**22.8**	**23.0**	**23.3**	**22.9**	**22.3**	**22.7**	**22.8**	**22.8**

*Data Source: College Readiness Letter provided by ACT. ACT has established the following benchmark scores as representing readiness for designated college courses: English Composition: 18 on ACT English Test; Algebra: 22 on ACT Mathematics Test; Social Science: 21 on ACT Reading Test; and Biology: 24 on ACT Science Test.

(ix) Academic Faculty

	09-10	10-11	11-12	12-13
Full-Time	51	54	50	56
Part-Time	68	71	74	90
Support Staff	80	81	85	103
Student to Teacher Ratio	16:1	16:1	16:1	16:1
Teacher Average Salary	$40,012	$40,163	$42,000	$42,275
Average Teacher Experience	8	9	9	10
Staff Degrees	**40BA/8MA**	**36BA/10MA**	**32BA/12MA**	**34BA/11MA**

(x) Admissions and Enrollment

PACT Charter School currently enrolls approximately 644 students in K-12 (including students enrolled in part or full-time PSEO). These students come from a wide geographic area - spanning four counties and including the cities of Andover, Anoka, Blaine, Brooklyn Park, Champlain, Elk River, Ramsey, and St. Francis among others.

PACT enrolls students to a maximum class size of 20 for Kindergarten, 24 for grades one through three, and 26 for grades four through twelve. There are two sections of each grade level in the elementary program.

PACT holds a lottery for open enrollment on February 15th for the following school year. The result of the lottery determines student enrollment and a waiting list is established to fill open positions as they arise for the next school year.

Historical Enrollment						
GRADE	**2008**	**2009**	**2010**	**2011**	**2012**	**2013**
K	30	35	34	35	34	40
1	36	36	36	48	48	48
2	37	36	36	48	48	48
3	36	36	38	48	48	48
4	36	39	52	52	52	52
5	52	49	52	52	52	52
6	48	50	52	52	52	52
7	49	51	50	52	53	50
8	50	50	50	51	53	50
9	48	49	50	52	53	50
10	48	49	50	52	52	50
11	46	44	54	51	54	50
12	47	51	41	48	47	50
Totals:	**570**	**579**	**607**	**646**	**652**	**644**

Projected Enrollment

GRADE	2014	2015	2016	2017	2018
K	40	40	40	40	40
1	48	48	48	48	48
2	48	48	48	48	48
3	48	48	48	48	48
4	52	52	52	52	52
5	52	52	52	52	52
6	52	52	52	52	52
7	50	50	50	50	50
8	50	50	50	50	50
9	50	50	50	50	50
10	50	50	50	50	50
11	50	50	50	50	50
12	50	50	50	50	50
Totals:	**640**	**640**	**640**	**640**	**640**

STUDENT ATTRITION RATE

School Year	K	1	2	3	4	5	6	7	8	9	10	11	12	total enrolled	Not Enrolled Oct. 1	Attrition rate
2010-11	40	48	48	48	52	52	52	52	51	52	52	51	48	646	N/A	N/a
2011-12	40	48	48	48	52	52	52	53	53	53	52	54	47	652	58	10.2%
2012-13	40	48	48	48	52	52	52	51	52	50	51	50	50	644	52 (To-date)	8.2%

The table below identifies the number of students enrolled at PACT Charter School for the last 3 years. With the exception of 2012-13 information (which is an estimate at the time of the writing of the Annual Report) enrollment numbers are based on October 1 child count.

(xi) Finances

Financial Statements

The audited financial statements of PACT for the fiscal years ending June 30, 2010, 2011 and 2012 and unaudited financial statement for the period ending June 30, 2013 are attached to this Official Statement as Appendix B.

Government Funding

The majority of PACT's funding is provided by the State of Minnesota and, to a much lesser extent, the federal government. State funding is provided through various programs, including General Education Aid, Special Education, Limited English Proficiency, and Building Leases Aid. Under Minnesota law, all public school districts such as PACT will receive in the school year 2012-2013, 86.4% of its calculated entitlement for the year plus the 35.7% of funds held-back for the 2011-2012 school year. Revenue is recognized in the school year it is *earned*, not the year it is *received*. The federal government provided start-up funding in the first several years through Minnesota's participation in the federal Charter School Program (CSP) grant program. At present, federal government funding is limited to funding for a portion of PACT's special education expenses.

General Education Aid

General Education Aid is a combination of several revenue categories that provide the major share of funding for school districts. General Education Aid is not restricted to any specific use. PACT received approximately $XXXXX for General Education Aid in the 2011-2012 school year. Assuming attendance goals are met PACT anticipates recieving $XXXXXX for the 2012-2013 school year

Compensatory Revenue

PACT receives State Compensatory Aid for all students who are eligible for free and reduced-price school lunches. Compensatory Aid must be used to meet the educational needs of those students whose educational progress is below the level that is appropriate for pupils at that age level. PACT received approximately $XXXXXX in Compensatory Aid in the 2011-2012 school year and **[anticipates receiving]** $XXXXXX in the 2012-2013 school year.

Special Education Funding

A school's Special Education Program is funded primarily by three sources: State Special Ed Revenue, Tuition Billing Revenue, and Federal Special Ed Revenue. PACT receives State Special Education Aid funding annually of approximating 90% of the additional salary costs of providing required services to special needs students and 90% of any contracted service costs. The remaining costs are billed back by MDE to the traditional public school district in which the student lives (as Tuition Billing). The School received $XXXXX in special education revenue (State aid plus tuition billing) for the 2011-2012 school year and **[anticipates receiving]** approximately $XXXXXXX for the 2012-2013 school year. Since the revenue is determined by the amount of expenditures, if the expenditures increase due to special education needs so will the

Building Lease Aid

Under the Act, the School is eligible for Building Lease Aid which must be used to pay for facility occupancy and certain related costs. The amount of Building Lease Aid the School receives and will receive in the future is determined by a statutory formula. Under the current formula, effective July 1, 2012, a charter school receives as Building Lease Aid equal to the lesser of (i) 90% of the approved cost of the lease or (ii) a cap of $1,200 per weighted student unit. The prior formula for lease aid that expired on June 30, 2011 provided up to $1,500 per weighted student pupil unit for the School.

The Building Lease Aid cap is adjusted by a factor of 0.612 for kindergarten students by a factor of 1.115 for students in grades 1-3, by a factor of 1.06 for students in grades 4-6 and by a factor of 1.3 for students in grades 7-12.

This formula has been revised somewhat by recent legislation. See Appendix B, below. However, the amendments will not materially affect the total amount of lease aid available to Harvest.

PACT received Building Lease Aid of approximately $XXX,XXX for the 2011- 2012 school year. The School **[anticipates receiving]** Building Lease Aid in the amount of $XXX,XXX for the 2012-2013 school year.

4. 2013 LEGISLATIVE ACTION

The Minnesota legislature convened on January 8, 2013 and adjourned May 20, 2013. The K-12 "Omnibus Bill" covering funding and regulation of education in Minnesota was among the final bills adopted, which Governor Mark Dayton signed into law on May 22, 2013. Legislators and Governor Mark Dayton agreed to put $485 million in new funding into programs from preschool through 12th grade over the next two years. Called the "capstone" of the education bill, by Democratic supporters, $134 million will provide all-day kindergarten for all kids –with no charge to parents. The new state funding will also bring savings totaling $26 million over two years to 10,000 families that now pay several thousand dollars per year for expanded-day programs. Another $40 million will be devoted to need-based scholarships for state-approved preschools. Scholarships of up to $5,000 will go to provider education to about 8,000 lower-income 3- and 4-year-olds. A total of $234 million -- $78 per student in the first year and $80 per student in year two – will increase the basic formula-drive amount that districts received. An additional $40 million will help schools with soaring special-education costs.

Although the bill was hailed as a step forward for educational funding, it will have no material impact on the manner in which charter public schools are funding and overseen. The essentials of funding for each public charter school are identical for funding for students attending traditional district managed public schools. Public Charter schools still must be authorized (formerly "sponsored") by non-profit 501(c)(3) qualified tax-exempt organizations, post-secondary institutions and public school districts. Once approved by an authorizer, MDS must review and approve the charter school as well.

Because of the all-day kindergarten, there were some adjustments to the calculation of WADM, and the maximum per-pupil amount of lease aid was increased to $1,314, which will

take effect beginning July 1, 2014. The sum of the changes is immaterial for most ordinary charter schools. In the case of the School leasing from the Company, the addition of funding for all-day kindergarten may have a slight positive effect on overall revenue.

APPENDIX B

SCHOOL FINANCIAL STATEMENTS

Public School District 4008
Ramsey, MN

PACT Charter School
Detailed Income Expense Report
Fiscal Year 2012-2013

7/19/2013
DJW

	A	B	C	D	E	F	G	H	I	K
1						Monthly	Monthly	Year to Date	Annual Budget	Target %
2						Activity	Budget	6/30/2013	(Appd 6/2012)	100.0%
3	**REVENUE**							Licensed Staff	Target @	100.0%
4	**FUND 1 - GENERAL FUND**									
5	State									
6				211	General Education Aid	$ 108	342,569	$ 3,637,797	$ 4,110,830	88.5%
7				300	Lease Relief Aid	$ -	67,523	$ 700,397	$ 810,276	86.4%
8				740	Spec Ed - State & Tuition Billing	$ 18,945	66,274	$ 689,484	$ 795,285	86.7%
9					Estimated State Aid Receivable			$ 944,643		
10	**Total State Revenue**					**$ 19,052**	**476,366**	**$ 5,972,322**	**5,716,391**	104.5%
11	Federal									
12				400	Title Funding	$ 24,441	3,080	$ 38,269	$ 36,965	103.5%
13				419	Spec Ed - Federal Flow Thru	$ 70,638	11,831	$ 119,372	$ 141,973	84.1%
14	**Total Federal Revenue**					**$ 95,079**	**14,911**	**$ 157,641**	**178,938**	88.1%
15	Local									
16				<100	Activity Accounts	$ 5,478	22,750	$ 157,894	$ 273,000	57.8%
17				90x	Field Trip & In/Out Receipts	$ -	2,146	$ 11,931	$ 25,750	46.3%
18				092	Interest Income	$ 93	-	$ 1,195	$ -	0.0%
19				6XX	Misc Revenue & MS Grant	$ 15	-	$ 7,045	$ -	0.0%
20	**Total Local Revenue**					**$ 5,586**	**24,896**	**$ 178,065**	**298,750**	59.6%
21	**Total Fund 1 Revenue**					**$ 119,717**	**516,173**	**$ 6,308,028**	**6,194,079**	101.8%
22	**FUND 2 - Food Service**									
23				601	Milk/Lunch Sales	$ 27	7,333	$ 73,307	$ 88,000	83.3%
24				300	State & Federal Funds	$ 4,054	2,917	$ 44,986	$ 35,000	128.5%
25	**Total Fund 2 Revenue**					**$ 4,081**	**10,250**	**$ 118,292**	**123,000**	96.2%
26										
27	**Total Revenue**					**$ 123,798**	**526,423**	**$ 6,426,320**	**6,317,079**	101.7%
28	**EXPENDITURES**									
29	**FUND 1 - GENERAL FUND**									
30	**ADMINISTRATION**									
31				170	Administrative Staff (incl. Mnt)	$ 79,495	66,475	$ 798,360	$ 797,697	100.1%
32				210	FICA/Medicare/WC/Retirement	$ 11,148	10,278	$ 116,211	$ 123,340	94.2%
33				220	Group Health & Life Insurance	$ 8,162	7,121	$ 82,947	$ 85,454	97.1%
34				251	HRA Boardshare Reimbursement	$ 2,912	3,000	$ 39,350	$ 36,000	109.3%
35				280	Unemployment	$ -	667	$ 72	$ 8,000	0.9%
36				**Subtotal Salaries & Benefits**		**$ 101,717**	**87,541**	**$ 1,036,940**	**1,050,491**	98.7%
37			105	305	Outside Services/Legal/Bd	$ 10,389	2,198	$ 28,385	$ 26,380	107.6%
38			110	305	Accounting/Audit/HR	$ 1,911	3,390	$ 32,220	$ 40,680	79.2%
39				320	Phones & Internet	$ 547	1,500	$ 14,617	$ 18,000	81.2%
40				329	Postage	$ 582	417	$ 3,723	$ 5,000	74.5%
41				340	Property/Liability Insurance	$ -	1,994	$ 18,633	$ 23,930	77.9%
42				366	Conferences, Training & Travel	$ 1,025	1,229	$ 8,286	$ 14,750	56.2%
43				370	Rentals (equipment, halls, etc)	$ -	-	$ -	$ -	0.0%
44				401	General Supplies	$ 1,743	1,004	$ 13,578	$ 12,050	112.7%
45				530	Furniture/Equipment/Tech.	$ 56,347	13,667	$ 120,763	$ 164,000	73.6%
46				740	Bank charges and Line of Credit	$ -	750	$ -	$ 9,000	0.0%
47				820	Dues/Subscriptions/Software	$ 990	4,075	$ 23,865	$ 48,900	48.8%
48				899	Miscellaneous Expenses	$ -	-	$ -	$ -	0.0%
49				**Subtotal Administration**		**$ 73,533**	**30,224**	**$ 264,070**	**362,690**	72.8%
50	**TOTAL ADMINISTRATION**					**$ 175,250**	**117,765**	**$ 1,301,010**	**1,413,181**	92.1%
51	**OPERATIONS**									
52				**Building Expenses**						
53				305	Outside Services	$ -	-	$ -	$ -	0.0%
54				330	Utilities/Snow removal	$ 4,496	8,083	$ 69,042	$ 97,000	71.2%
55				360	Repair/Maintenance/Training	$ 5,869	9,287	$ 80,624	$ 111,445	72.3%
56				370	Lease	$ 75,026	75,026	$ 900,307	$ 900,307	100.0%
57				401	Supplies and Materials	$ 8,173	3,167	$ 40,092	$ 38,000	105.5%
58				520	Leasehold improvements	$ -	1,667	$ 930	$ 20,000	4.7%
59				530	Equipment	$ -	400	$ 3,367	$ 4,796	70.2%
60	**TOTAL OPERATIONS**					**$ 93,563**	**97,629**	**$ 1,094,362**	**$ 1,171,548**	93.4%

PACT Charter School
Detailed Income Expense Report
Fiscal Year 2012-2013

	A	B	C	D	E	F	G	H	I	K
1						Monthly	Monthly	Year to Date	Annual Budget	Target %
2						Activity	Budget	6/30/2013	(Appd 6/2012)	100.0%
61	**ELEMENTARY DEPARTMENT**									
62				140	Teacher Salaries	$ 188,817	57,890	$ 691,124	$ 694,680	99.5%
63				145	Substitute Teachers	$ 794	1,718	$ 22,161	$ 20,621	107.5%
64				185	Curriculum Development	$ -	-	$ 2,954	$ -	0.0%
65				170	Support Staff (Scheduling/WRTR)	$ 7,630	2,663	$ 31,552	$ 31,958	98.7%
66				185	Sport & Academic Coaches	$ -	334	$ 712	$ 4,012	17.7%
67				210	FICA/Medicare/WC/Retirement	$ 25,291	9,412	$ 106,157	$ 112,947	94.0%
68				230	Group Health & Life Insurance	$ 23,916	7,666	$ 94,612	$ 91,989	102.9%
69			**Subtotal Salaries & Benefits**			**$ 246,449**	**79,684**	**$ 949,271**	**956,207**	99.3%
70			**Program Expenses**							
71				305	Outside Services (Speakers)	$ -	34	$ -	$ 410	0.0%
72				394	Fieldtrips & Fees (In/Out)	$ 623	1,167	$ 11,574	$ 14,000	82.7%
73				366	Teacher Training	$ 506	321	$ 3,528	$ 3,850	91.6%
74				370	Copier	$ 413	875	$ 8,347	$ 10,500	79.5%
75				401	Office Supplies	$ -	767	$ 9,021	$ 9,200	98.1%
76				430	Instructional Supplies	$ 73	2,176	$ 17,142	$ 26,110	65.7%
77				460	Curriculum Textbooks	$ -	1,954	$ 19,103	$ 23,453	81.5%
78				461	Standardized tests	$ -	417	$ 4,288	$ 5,000	85.8%
79				530	Capital Equipment	$ -	-	$ -	$ -	0.0%
80				555	Technology	$ -	-	$ 1,062	$ -	0.0%
81				620	Library	$ -	63	$ 750	$ 750	100.0%
82				899	Misc	$ -	-	$ -	$ -	0.0%
83			**Subtotal Program Expenses**			**$ 1,615**	**7,773**	**$ 74,816**	**93,273**	80.2%
84	**TOTAL ELEMENTARY DEPARTMENT**					**$ 248,064**	**87,457**	**$ 1,024,086**	**1,049,480**	97.6%
85	**SECONDARY DEPARTMENT**									
86				140	Teacher Salaries	$ 131,953	45,896	$ 549,312	$ 550,754	99.7%
87				145	Substitute Teachers	$ -	1,540	$ 20,937	$ 18,479	113.3%
88				170	Support Staff (ISC/GdncCnslr/Schdlr)	$ 17,171	7,209	$ 86,854	$ 86,512	100.4%
89				185	Curr Development (Summer/Symp/IS)	$ 186	1,227	$ 10,144	$ 14,720	68.9%
90				29x/185	Sport & Academic Coaches	$ 5,750	4,492	$ 52,935	$ 53,898	98.2%
91				210	FICA/Medicare/WC/Retirement	$ 22,014	9,180	$ 100,436	$ 110,154	91.2%
92				230	Group Health & Life Insurance	$ 26,878	7,351	$ 102,969	$ 88,209	116.7%
93			**Subtotal Salaries & Benefits**			**$ 203,951**	**76,894**	**$ 923,588**	**$ 922,726**	100.1%
94			**Secondary Program Expenses**							
95				305	Speakers/Presentations/Symposium	$ -	542	$ 4,190	$ 6,500	64.5%
96				350	Repair/Maintenance	$ -	-	$ -	$ -	0.0%
97				366	Teacher Training	$ 50	583	$ 6,738	$ 7,000	96.3%
98				370	Copier	$ 413	875	$ 8,347	$ 10,500	79.5%
99				292-298	Extra Curricular	$ -	-	$ -	$ -	0.0%
100				394	Fieldtrips & Fees/PSEO (In/Out)	$ 1,566	12,408	$ 148,826	$ 148,900	100.0%
101				401	General Supplies	$ 390	1,083	$ 12,812	$ 13,000	98.6%
102				430	Instructional Supplies	$ 3,868	3,116	$ 36,195	$ 37,395	96.8%
103				460	Curriculum Textbooks	$ (62)	3,038	$ 30,832	$ 36,450	84.6%
104				461	Standardized tests	$ -	333	$ 3,827	$ 4,000	95.7%
105				530	Capital Equipment	$ 195	571	$ 7,464	$ 6,850	109.0%
106				555	Technology	$ -	-	$ 354	$ -	0.0%
107				620	Library	$ -	63	$ 750	$ 750	100.0%
108				899	Misc	$ -	-	$ -	$ -	0.0%
109			**Subtotal Program Expenses**			**$ 6,420**	**22,612**	**$ 260,335**	**271,345**	95.9%
110	**TOTAL SECONDARY DEPARTMENT**					**$ 210,372**	**99,506**	**$ 1,183,923**	**1,194,071**	99.2%
111	**SPECIAL EDUCATION**									
112				140	Teacher Salaries	$ 103,827	36,711	$ 437,065	$ 440,532	99.2%
113				141	Para professionals	$ 8,089	15,800	$ 221,070	$ 189,605	116.6%
114				145	Substitute Teachers	$ 52	2,580	$ 6,054	$ 30,958	19.6%
115				185	Curriculum Development	$ -	-	$ -	$ -	0.0%
116				210	FICA/Medicare/WC/Retirement	$ 15,909	8,398	$ 97,502	$ 100,773	96.8%
117				230	Group Health & Life Insurance	$ 13,012	4,736	$ 53,834	$ 56,828	94.7%
118			**Subtotal Salaries & Benefits**			**$ 140,890**	**68,225**	**$ 815,525**	**818,697**	99.6%
119			**Program Expenses**							
120				305	Outside Services	$ 4,560	6,083	$ 57,322	$ 73,000	78.5%

Public School District 4008
Ramsey, MN

PACT Charter School
Detailed Income Expense Report
Fiscal Year 2012-2013

7/19/2013
DJW

	A	B	C	D	E	F	G	H	I	K
1						Monthly	Monthly	Year to Date	Annual Budget	Target %
2						Activity	Budget	6/30/2013	(Appd 6/2012)	100.0%
121				366	Teacher & Para training	$ 372	250	$ 2,438	$ 3,000	81.3%
122				400	Supplies & Materials	$ 380	1,882	$ 21,478	$ 22,585	95.1%
123				500	Equipment/Technology/Dues	$ -	167	$ -	$ 2,000	0.0%
124				**Subtotal Program Expenses**		**$ 5,312**	**8,382**	**$ 81,238**	**100,585**	80.8%
125	**TOTAL SPECIAL EDUCATION**					**$ 146,202**	**76,607**	**$ 896,764**	**919,281**	97.6%
126	**TITLE FUNDING**									
127				140	Teacher Salaries & Stipends	$ 5,689	2,449	$ 28,726	$ 29,382	97.8%
128				210	FICA/Medicare/WC/Retirement	$ 821	358	$ 4,121	$ 4,295	95.9%
129				230	Group Health & Life Insurance	$ 52	18	$ 209	$ 221	94.6%
130				**Subtotal Salaries & Benefits**		**$ 6,563**	**2,825**	**$ 33,056**	**33,899**	97.5%
131				**Program Expenses**						
132				430	Materials & Training	$ (302)	416	$ 4,693	4,995	93.9%
133				**Subtotal Program Expenses**		**$ (302)**	**416**	**$ 4,693**	**4,995**	93.9%
134	**TOTAL TITLE FUNDING**					**$ 6,261**	**3,241**	**$ 37,749**	**38,894**	97.1%
135	**TRANSPORTATION**									
136				110	Administrative Salaries	$ 1,156	2,042	$ 26,223	$ 24,505	107.0%
137				170	Bus Drivers	$ 3,268	7,689	$ 76,081	$ 92,265	82.5%
138				210	FICA/Medicare/WC/Retirement	$ 634	1,534	$ 14,284	$ 18,403	77.6%
139				220	Group Health & Life Insurance	$ -	-	$ 704	$ -	0.0%
140				**Subtotal Salaries & Benefits**		**$ 5,058**	**11,264**	**$ 117,291**	**135,173**	86.8%
141				**Operational Expenses**						
142				716/360	Other Expenses (incl K refund)	$ 1,452	83	$ 1,378	$ 1,000	137.8%
143				320	Cell Phone & Outside services	$ 33	858	7,299	10,300	70.9%
144				340	Insurance - Bus	$ -	542	$ 2,432	6,500	37.4%
145				350	Maintenance and Repairs	$ 3,488	4,804	$ 55,488	57,650	96.2%
146				360	Spec Ed Contract	$ 3,164	1,667	$ 26,918	20,000	134.6%
147				370	Parking Lot Lease	$ -	950	$ 11,400	11,400	100.0%
148				442	Bus Fuel	$ 7,352	4,333	$ 51,589	52,000	99.2%
149				730	Bus Purchase	$ -	625	$ 28	7,500	0.4%
150				365	Dept transfer for Fieldtrips	$ -	(1,122)	$ (10,787)	$ (13,465)	80.1%
151				**Subtotal Operational Expenses**		**$ 15,489**	**12,740**	**$ 145,744**	**152,885**	95.3%
152	**TOTAL TRANSPORTATION**					**$ 20,547**	**24,005**	**$ 263,036**	**288,058**	91.3%
153	**BOARD CONTINGENCY**					**$ -**	**4,622**	**$ 2,819**	**$ 55,470**	5.1%
154	**ACTIVITY ACCOUNT EXPENDITURES**					**$ 30,888**	**22,750**	**$ 147,344**	**$ 273,000**	54.0%
155	**TOTAL FUND 1 EXPENDITURES**					**$ 931,147**	**533,582**	**$ 5,951,093**	**$ 6,402,984**	92.9%
156	**FOOD SERVICE - FUND 2**									
157				170	Salaries	$ 513	809	$ 12,905	9,706	133.0%
158				2xx	FICA/WC/Retirement/Health	$ 76	127	$ 1,972	$ 1,530	128.9%
159				**Subtotal Salaries & Benefits**		**$ 590**	**936**	**$ 14,878**	**11,235**	132.4%
160				**Operational Expenses**						
161				401	Supplies	$ 46	481	$ 4,852	$ 5,766	84.2%
162				495	Milk & Food	$ 3,472	7,750	$ 94,379	93,000	101.5%
163				530	Equipment	$ -	29	$ 375	347	108.1%
164				**Subtotal Operational Expenses**		**$ 3,518**	**8,259**	**$ 99,606**	**99,113**	100.5%
165	**TOTAL FUND 2 EXPENDITURES**					**$ 4,108**	**9,196**	**$ 114,484**	**110,348**	103.7%
166	**ALL FUNDS**									
167	**Total Revenue**					**$ 123,798**	**526,423**	**$ 6,426,320**	**6,317,079**	101.7%
168	**Total Expenditures**					**935,255**	**542,778**	**6,065,577**	**6,513,332**	93.1%
169	**Net Income Over/(Under)**					**$ (811,457)**	**(16,354)**	**$ 360,743**	**(196,253)**	
170										
171	**Total Personnel Costs**									
172				**Salaries**		**$ 554,391**	**257,189**	**$ 3,074,457**	**3,086,273**	99.6%
173				**FICA/Medicare/WC/Retirement**		**$ 75,894**	**39,287**	**$ 440,683**	**471,442**	93.5%
174				**Medical & Life Insurance**		**$ 72,020**	**27,558**	**$ 335,347**	**330,701**	101.4%
175	**Total Salaries, Wages, & Benefits**					**$ 702,306**	**324,035**	**$ 3,850,487**	**3,888,416**	99.0%

APPENDIX C

FIVE-YEAR FINANCIAL SUMMARY AND FIVE-YEAR BUDGET PROJECTIONS

	A	D	E	F	G	H
1						
2		Budgeted	Budgeted	Budgeted	Budgeted	Budgeted
3		2013-2014	2014-2015	2015-2016	2016-2017	2017-2018
83	**State Aids**					
84	General Education Revenue	4,287,693	4,295,563	4,444,287	4,503,183	4,562,963
85	Compensatory Revenue	25,584	25,584	25,584	25,584	25,584
86	LEP/SE Transportation Revenue	30,000	30,000	30,563	30,563	30,563
87	**Subtotal General Education Revenue from**	4,343,277	4,351,147	4,500,433	4,559,329	4,619,109
88	Building Lease Aid	876,055	875,447	875,273	876,846	879,246
89	Special Education Aid	266,821	266,821	275,957	278,717	286,782
90						
91	**Total State Aids**	5,486,153	5,493,415	5,651,663	5,714,892	5,785,137
92						
93	Other Revenue - Grants are not yet filed and approved					
94	Federal Title I Grant	33,077	33,077	33,697	33,697	33,697
95	Federal Title II - Teacher training/re-training gr	6,970	6,970	7,100	7,100	7,100
96	Federal Title IV Grant - Drug Free Schools	0	0	0	0	0
97	Federal Title V Grant	0	0	0	0	0
98	Federal Flow-thru Grant	148,771	158,161	158,161	161,127	161,127
99						
100	Walton Grant	0	0	0	0	0
101	Other Revenue: Gifts and Bequests; Bldg Renta	1,450	1,479	1,509	1,539	1,570
102	Special Education Uniform Billing	558,900	568,999	598,753	613,685	626,690
103	Other Revenues incl Food Service	412,001	420,241	436,683	445,416	454,325
104	Interest Revenue	0	0	0	0	0
105						
106	**Total Other Revenue**	1,161,168	1,188,927	1,235,903	1,262,564	1,284,509
107						
108	**Total Revenue**	6,647,321	6,682,342	6,887,566	6,977,456	7,069,646
109						
112	**Inflation Assumptions**					
113	Revenue Inflation Rate - Basic only	0.0%	0.0%	1.5%	1.5%	1.5%
114	Salaries & Benefits - includes steps and lanes	2.5%	2.0%	2.0%	2.0%	2.0%
115	Other costs	2.5%	2.0%	2.0%	2.0%	2.0%
129		28.3%	28.0%	28.0%	28.0%	28.0%
131	**Budget Calculations**	2.0%	2.0%	2.7%	2.0%	2.0%
132	Salaries and wages	3,162,988	3,226,248	3,312,622	3,378,874	3,446,452
133	Benefits (see note below)	893,578	903,350	927,534	946,085	965,006
134	Contracted Services	420,010	428,410	445,172	454,075	463,157
135	Communications Services	15,400	15,708	16,323	16,649	16,982
136	Postage	5,000	5,100	5,300	5,406	5,514
137	Utilities (72,000 sq. ft. in new building)	83,548	85,219	88,553	90,324	92,131
138	Insurance	35,640	36,353	37,775	38,531	39,301
139	Repairs and Maintenance	79,585	81,177	84,353	86,040	87,761
140	Contracted Transportation	30,000	30,600	31,797	32,433	33,082
141	Travel and conferences	27,910	28,468	29,582	30,174	30,777
142	**Building rent**					
144	**Lease Payments**	973,395	972,719	972,525	974,273	976,940
145	**Bond Payments - net of capitalized interest**	0	0	0	0	0
146	**Total Building Rent**	973,395	972,719	972,525	974,273	976,940
147	Other Rentals and Operating Leases	25,000	25,500	26,498	27,028	27,568
148	Contracted Services	0	0	0	0	0
149	General Supplies (&moving,food 05)	143,556	146,427	152,156	155,199	158,303
150	Instructional Supplies	77,847	79,404	82,510	84,161	85,844
151	Fuels (bus)	46,000	46,920	48,756	49,731	50,725
152	Textbooks and workbooks	47,323	48,269	50,158	51,161	52,184
153	Testing - Standardized	9,750	9,945	10,334	10,541	10,752
154	Building costs - Leasehold Improvements		0	0	0	0
155	Equipment purchased/Buses	44,600	45,492	47,272	48,217	49,182
156	Equipment and Board Fund	107,700	109,854	114,152	116,435	118,764
157	Dues and memberships	47,600	48,552	50,452	51,461	52,490
158	Activity Account Expenditures/Misc	273,000	273,000	273,000	273,000	273,000
159						
160	**Total Expenditures**	6,549,429	6,646,714	6,806,822	6,919,796	7,035,913
162						
163	**Annual Surplus (Deficit)**	97,891	35,627	80,744	57,660	33,733
164						
165	**Beginning Fund Balance**	2,580,020	2,677,911	2,713,539	2,794,283	2,851,943
166						
167	**Ending Fund Balance**	2,677,911	2,713,539	2,794,283	2,851,943	2,885,676
168						
169	Fund Balance Percentage of Expenditures net L	48.0%	47.8%	47.9%	48.0%	47.6%
170	**Annual Coverage Ratio Analysis = (surplus+ rent)/debt service**					
171	Bond Debt Service Ratio	1.20	1.14	1.19	1.16	1.14

APPENDIX D

CHARTER AGREEMENT WITHOUT EXHIBITS, AMENDMENTS AND CHARTER EXTENSIONS

(Form approved by Authorizer on _____ 11, 2013.)

Charter School Contract

Between

BETHEL UNIVERSITY (AUTHORIZER)
A MINNESOTA NON-PROFIT CORPORATION

And

PACT CHARTER SCHOOL
A MINNESOTA NON-PROFIT CORPORATION

CONTRACT

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CONTRACT

THIS AGREEMENT executed on this 12th day of July 2009, by and between **BETHEL UNIVERSITY** (1O-448), a Minnesota nonprofit corporation under Minnesota Statutes chapter 317A (hereafter referred to as "BETHEL UNIVERSITY") and **PACT CHARTER SCHOOL**, a Minnesota nonprofit corporation under Minnesota Statutes chapter 317A (hereafter referred to as "PACT" or "PACT CHARTER SCHOOL"). See Attachment 1. This Contract shall be effective from the date of approval by the Commissioner of the Department of Education or designee, (hereafter referred to as Commissioner).

WHEREAS, the parties are authorized under Minnesota law to contract for the development and management of a results-oriented School under Minnesota Statutes Annotated 124D.10 (1997), as amended, ("the Act"), and

WHEREAS, it is the parties' intent that PACT, at 7250 East Ramsey Parkway, Ramsey, MN 55303 ("the site"), operate a charter school under the Act;

NOW, THEREFORE, IT IS AGREED:

1 PURPOSE.

The purpose of this Agreement is to authorize and permit the Board of Directors of PACT to organize and manage a results-oriented school consistent in all respects with the Commissioner's action of April 12th, 1994, authorizing negotiation of this Contract.

1.1 The overall purpose of PACT, as specified in Attachment 3, "Letter of Intent to Form PACT" is to provide an educational program for its students in order to:

1.1.1 improve pupil learning;

1.1.2 increase learning opportunities for pupils;

1.1.3 encourage the use of different and innovative teaching methods;

1.1.4 establish new forms of accountability for schools;

1.2 PACT shall be nonsectarian in its programs, admission policies, employment practices and all other purposes.

1.3 PACT will not charge Minnesota residents tuition for admission to the school.

1.4 PACT shall not be used as a method of providing education or generating revenue for students who are being home schooled.

2 TERM OF CONTRACT.

The term of this Contract is 5 years, commencing July 1st, 2009 and ending June 30th, 2014. This Contract may be renewed or renegotiated by agreement of both parties.

3 AMENDMENTS.

The Contract may not be amended absent written agreement executed by both parties and properly authorized. If the authority of PACT, as operator, or BETHEL UNIVERSITY, as Authorizer, is altered by legislative act, this Contract is automatically modified to conform to the new law. In such a case, a new contract shall be entered into by the parties, which shall

explicitly incorporate all changes in Minnesota Statutes applicable to this Contract. Such event may occur at any time during a contract period, and the adoption of amendments to this Agreement pursuant to changes in the governing Minnesota Statutes shall be deemed to be in compliance with Paragraph 20 of this Agreement, the "Entirety Clause".

4 SCHOOL MANAGEMENT AND ADMINISTRATION.

4.1 PACT shall comply with Minnesota Statues yet it shall be exempt from all Minnesota statutes and rules applicable to a school, a school board or a school district, except as provided by the Act or as otherwise provided in this Contract.

4.2 PACT shall be operated by a Board of Directors elected in accordance with policies and procedures set forth in Attachment 4, "Bylaws of PACT Charter School."

4.3 PACT shall be governed by a Board of Directors. Board members shall be elected every year, according to PACT's bylaws. Employees of PACT including teachers providing instruction, and the parents of children enrolled in PACT may participate in the election in accordance with the policies and procedures set forth in PACT's bylaws. Licensed teachers employed at PACT including teachers providing instruction under a contract with a cooperative, must comprise a majority of the Board of Directors, unless the commissioner waives the requirement for PACT.

4.4 The PACT Board will also participate in an ongoing improvement process, which includes accountability by an outside educational organization (such as North Central Accreditation) in cooperation with Bethel University.

4.5 Meetings of PACT Board of Directors shall comply with applicable Minnesota State statutes, such as, but not limited to, open meeting laws and employment statutes.

4.6 PACT Board of Directors shall decide matters related to the operation of PACT, including, but not limited to, budgeting, curriculum, and operating procedures.

4.7 PACT shall have all powers, duties and responsibilities provided by law to a results-oriented charter school.

4.8 PACT Board of Directors shall employ and contract with necessary teachers, as defined by Minnesota Statutes section 122A.15, subdivision 1, who hold valid licenses to perform the particular service for which they are employed at PACT.

4.9 PACT Board of Directors may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services.

4.10 PACT Board of Directors may discharge teachers and non-licensed employees.

4.11 PACT shall comply with Minnesota Statute 179A, Public Employment Relations Act (PELRA), and the Teachers Retirement Act, MN Chapter 354 and 354A.

4.12 PACT shall abide by all federal laws, statutes and regulations applicable to charter schools in Minnesota.

5 AUTHORITY OF THE SCHOOL.

5.1 PACT may exercise those powers reasonably necessary to accomplish its obligations in this Contract.

5.2 Except as stated herein or otherwise required by law, BETHEL UNIVERSITY shall have no authority, control, power, or administrative or financial responsibility over PACT. This clause does not prohibit the parties from contracting for any services deemed appropriate in the future.

5.3 PACT may lease space from any government, public, or nonprofit, nonsectarian private organization, as it deems necessary.

5.4 PACT Charter School shall assume full liability for its activities and shall indemnify and hold harmless the Commissioner and Bethel UNIVERSITY, its officers, and their agents and employees from any suits, claims, or liability arising under this Contract under Minnesota State section 124D.10, subdivision 25 (1994), as amended, and this paragraph is not intended to modify or otherwise affect that provision or any other law.

6 PERFORMANCE INDICATORS AND EVALUATION.

6.1 PACT will document that students are demonstrating successful progress at meeting or exceeding the standards for graduation as established by the State of Minnesota and applicable to public schools in accordance to the Commissioner's guidelines (section 124D.10 subd. 10).

6.2 PACT will identify annual goals with specific and measurable outcomes to achieve through its educational programs in various academic and non-academic areas related to PACT's stated purpose and mission. Some of these outcomes may be assessed using a nationally norm referenced test using year to year comparisons. BETHEL UNIVERSITY will review annual goals established by PACT and approved by the Board included within the Annual Report.

6.3 BETHEL UNIVERSITY will implement a plan to evaluate PACT to determine the effectiveness of PACT's program in attaining the pupil outcomes set out in Section 6.2.

6.4 In the event the PACT has not met the approved pupil outcomes, PACT shall advise the Commissioner, BETHEL UNIVERSITY and PACT staff, students and parents on how it plans to achieve the prior year's goals and shall incorporate those plans into the academic goals in the Annual Report.

7 ADMISSION POLICIES AND PROCEDURES.

7.1 PACT CHARTER SCHOOL is open to all students for Kindergarten through twelfth (12^{th}) grade.

7.2 PACT will limit enrollment to available space and as interest in enrollment dictates.

7.3 PACT shall admit any eligible pupil who submits a timely application, unless the number of applications exceeds the capacity of the program, class, or grade level. Admission of pupils will not be determined on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability.

7.4 If the number of applications for any grade shall exceed the number of openings, siblings of continuing students will receive first preference for admission as required by the Act. For other openings, students shall be accepted by lot. To the extent the number of applications exceed the number of openings PACT will use its approved lottery procedures to fill openings. A summary of lotteries will be kept in the PACT Business Office for review, upon request by BETHEL UNIVERSITY or the Commissioner.

8 FINANCIAL MANAGEMENT.

8.1 PACT will utilize the UFARS financial accounting principles and methods. Student accounting will comply with MARSS requirements. All accounting records will be audited annually by a public accounting firm engaged by the PACT CHARTER SCHOOL Board of Directors.

8.2 PACT will comply with the same financial audits, audit procedures, and audit requirements of public school districts (Minnesota Statutes sections 123B.75 to 123B.83) except when deviations are necessary because of PACT's program.

8.3 PACT shall provide BETHEL UNIVERSITY with a final copy of the annual audit within fifteen (15) days of its completion and acceptance by the PACT Board.

9 TRANSPORTATION.

9.1 Transportation for pupils enrolled at PACT may be provided by PACT CHARTER SCHOOL. If PACT elects to provide transportation, it shall be provided as follows:

9.1.1 PACT shall notify the MINNESOTA INDEPENDENT SCHOOL DISTRICT in which PACT facilities are located and the Department of Education by July 1 prior to the upcoming school year its commitment and plan regarding provision of transportation for pupils enrolled at PACT.

9.1.2 PACT shall provide manageable transportation for PACT students within the school district where PACT resides. Other reasonable efforts may be made to accommodate transportation needs where significant portions of the PACT student population live, according to PACT's policies and procedures.

9.1.3 The Department of Education shall pay transportation aid to PACT according to Minnesota Statutes section 124D.11, subdivision 2.

9.1.4 PACT may reimburse a parent for costs of transportation from the pupil's residence to the border of the MINNESOTA INDEPENDENT SCHOOL DISTRICT in which PACT facilities are located if the pupil is from a family whose income is at or below the poverty level as determined by the federal government. The reimbursement may not exceed the pupil's actual cost of transportation or the current allowed cost per mile traveled, whichever is less. Reimbursement may not be paid for more than current limit on mile per week travel.

9.2 If PACT does not elect to provide transportation for pupils enrolled at PACT, transportation shall be provided by the School District in which PACT facilities are located according to Minnesota Statutes section 124D.03, subdivision 8, and section 123B.88, subdivision 6, for a pupil residing in the same district in which PACT facilities are located. Transportation provided by the School District in which PACT facilities are located to and from the School shall be provided as follows:

9.2.1 All transportation routes, pick-up points and times, student bus assignments, method of transportation, and other transportation scheduling shall be established by that School District.

9.2.2 PACT may enter into a separate Contract with a school district to receive additional transportation services for extracurricular events, field trips, and other activities.

10 HEALTH AND SAFETY, HUMAN RIGHTS, AND STUDENT DISMISSAL GUIDELINES.

PACT Charter School will comply with State and Federal health and safety, human rights, and student dismissal laws, as applicable to charter schools:

10.1 Meet health and safety requirements;

10.2 Minnesota Statutes section 121A.15, requiring proof of student immunization.

10.3 The Minnesota Human Rights Act, Chapter 363.

10.4 The Minnesota Pupil Fair Dismissal Act (MPFDA), Minnesota Statutes section 121A.40 to section 121A.56. PACT Board of Directors shall maintain a discipline policy and procedure consistent with MPFDA .

10.5 The Minnesota Public Schools Fee Law, Minnesota Statutes section 123B.34 to section 123B.39.

10.6 PACT shall not discriminate on any basis prohibited by state or federal law.

10.7 Minnesota Statutes section 121A.04, to provide equal opportunity in athletic programs.

10.8 Minnesota Statutes section 125A and section 124D.10, and rules relating to the education of pupils with a disability.

10.9 Minnesota Statutes, Section 124D.10 subd. 6 (10) to provide certain data to the Commissioner including a description of the financial parameters within which PACT will operate to provide special education instruction and services to such children.

11 OTHER MANDATES.

PACT will develop policies for and train staff and students, as appropriate, on the legal requirements applicable to PACT including, but not limited to, non-discrimination, student discipline, pupil fees and other state requirements. PACT will contract with legal counsel or other providers for policy development, review and training as needed.

12 LENGTH OF SCHOOL YEAR.

PACT shall provide instruction each year as approved by the Board of Directors annually, in compliance with State law.

13 INSURANCE.

Notwithstanding anything to the contrary in this Contract, PACT CHARTER SCHOOL shall be considered a school district for the purposes of tort liability under Minnesota Statutes chapter 466. PACT shall acquire and keep in full force and effect such insurance as is required to insure said liability and shall provide proof of insurance to the Commissioner. See Attachment 6.

14 PROPERTY OWNERSHIP.

14.1 Upon termination of this Contract, and in the event of subsequent dissolution of PACT CHARTER SCHOOL, all property that it might lease, borrow or contract for use shall be promptly returned to those organizations or individuals from which PACT has leased or borrowed the materials.

14.2 All property that has been purchased by or donated to PACT will remain its own. In the event of subsequent dissolution of PACT CHARTER SCHOOL, such property

will be donated to such persons or entities as PACT shall determine, to the extent permitted by law and PACT CHARTER SCHOOL articles of incorporation after all financial obligations are met.

14.3 All property personally and/or individually owned by the trained and licensed teachers or staff employed by PACT CHARTER SCHOOL shall be exempt from distribution of property and shall remain the property of the individual teachers and staff. Such property includes, but is not limited to, albums, curriculum manuals, personal mementos and other materials or apparatus which have been personally financed or personally developed by teachers or staff.

15 GENERAL AUTHORITY AND IMMUNITY.

PACT CHARTER SCHOOL may not levy taxes or issue bonds. It shall have the right to sue or be sued. PACT shall assume full liability for its activities. The Commissioner, BETHEL UNIVERSITY, members of the BETHEL UNIVERSITY board in their official capacity, and employees of BETHEL UNIVERSITY are immune from civil or criminal liability with respect to all activities related to the operation of PACT CHARTER SCHOOL (Minnesota Statutes section 124D.10, subdivision 25).

16 NON-RENEWAL AND TERMINATION OF CONTRACT.

While the intent of the authorizer relationship is to maintain an ongoing working relationship, there may be a time when termination of the contract becomes necessary. In such cases:

16.1 BETHEL UNIVERSITY may determine not to renew this Contract at the end of the term for any ground as allowed in accordance with procedures and deadlines in Minnesota Statute 124D.10 subdivision 23.

16.2 BETHEL UNIVERSITY shall take action to renew or not to renew the Contract no later than the last day of classes in the last school year of any contract period.

16.3 The sponsor may unilaterally determine not to renew this Contract or may terminate the Contract during the term of this Contract for these grounds:

16.3.1 Failure to meet the requirements for pupil performance referred to in Section 6 of this Contract;

16.3.2 Failure to meet generally accepted standards of fiscal management;

16.3.3 For violations of law; or

16.3.4 Other good cause shown.

16.4 If this Contract is terminated or not renewed, PACT CHARTER SCHOOL shall be dissolved according to the applicable provisions of Minnesota Statutes chapter 308A and 317A, except when the commissioner approves the decision of a different eligible sponsor to authorize PACT CHARTER SCHOOL.

17 DISCLAIMER.

This Contract is not intended to be, nor shall it be interpreted in such manner as, an employment contract, subcontracting contract, or assignment of normal curricular, co-curricular, or extra-curricular duties by and between any party or person referred to therein.

18 REPORTING.

18.1 PACT shall develop and implement an effective annual evaluation and reporting plan that addresses its own needs, requirements of BETHEL UNIVERSITY, the Minnesota Department of Education, and the MN state and federal government.

18.2 PACT shall provide all reports required by the Commissioner.

19 WAIVER.

No waiver by either party or any breach of any covenant or provision of this Contract shall be deemed to be a waiver of any succeeding breach of the same or any other covenant or provision.

20 ENTIRETY CLAUSE.

This Agreement is the entire contract between the parties and supersedes all prior contracts, commitments, and understandings between BETHEL COLLEGE and PACT CHARTER SCHOOL and any other persons or entities which relate in any way to PACT CHARTER SCHOOL. This Agreement cannot be modified, changed, or altered except by a written modification executed by the parties hereto.

21 HEADINGS.

The headings above the various provisions of this Contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement or in ascertaining the parties' intentions.

Executed on this 12th day of July, 2009

PACT CHARTER SCHOOL
A Minnesota non-profit Corporation

By Dave Hatch, Board chair
NAME, Title

By
NAME, Title

BETHEL UNIVERSITY
A Minnesota non-profit Corporation

By Louise Wilson, Education Department Chair
NAME, Title

By
NAME, Title

APPENDIX E

DEFINITIONS OF CERTAIN TERMS, SUMMARIES OF DOCUMENTS

DEFINITIONS

The following words and phrases have the following meanings:

"Account Control Agreement" means the Account Control Agreement, dated as of _____ 1, 2013 among the Trustee, the School, and Sunrise Banks, Ramsey, Minnesota;

"Act" means the Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152 through 469.1655, as amended.

"Additional Bonds" means any additional bonds issued and secured on a parity with the Bonds in accordance with the Indenture.

"Adjusted Pledged Revenues" means all funds, money, grants, or other distributions received by the School from the State of Minnesota with respect to general student funding, state Building Lease Aid payments, state distributions of federal Title I funds, or any other funding sources, after deduction of all such operating expenses of the School (including the current expenses for staff and administrative salaries and benefits) required under State or federal laws to provide required educational program expenditures, pledged pursuant to the Pledge Agreement.

"Assignment of Lease" means the Assignment of Lease, dated as of _____ 1, 2013, from the Company in favor of the Trustee.

"Bond Counsel" means Briggs and Morgan, Professional Association, , or any other firm of nationally recognized bond counsel acceptable to the Trustee, the Issuer, and the Company.

"Bond Fund" means the fund established under the Indenture.

"Bond Purchase Agreement" means the Bond Purchase Agreement by and among the Original Purchaser, the Issuer, the Company and the School.

"Bond Registrar" means the Trustee in its capacity as registrar of the Bonds.

"Bonds" means the Series 2013A Bonds, Series 2013B Bonds and any Additional Bonds.

"Bond Year" means the one-year period beginning on each _____ 1 and ending on the last day of each subsequent May, except that the first Bond Year shall begin on the date of issuance of the Bonds and end on _____, 2014.

"Business Day" means a day on which banking business is transacted in the city in which the Trustee has its designated corporate trust office.

"City" means the City of Ramsey, Minnesota.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein is to be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

"Company" or "Building Company" means PCS Building Company, a Minnesota nonprofit corporation, and any successor owner of the Schoolhouse.

"Company Certificate" means a certificate signed by the Company Representative.

"Company Representative" means the person or persons at the time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Company by its President. Such certificate may designate an alternate or alternates.

"Completion Date" means the date of completion of the Project, as certified by the Company in a Company Certificate.

"Costs of Issuance Fund" means the fund established under the Indenture.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Company.

"Days Cash on Hand" means (I) Cash on Hand of the School, as shown under the heading "Assets - Cash and Temporary Investments" on the financial statements for each Fiscal Year divided by (II) the quotient of "Expenditures", as shown on the financial statements for such Fiscal Year, divided by 365.

"Date of Issuance" means the date the Bonds are issued.

"Default" and "Event of Default" mean with respect to any Default or Event of Default under the Loan Agreement or the Indenture, any occurrence or event specified and defined by the Loan Agreement or by the Indenture.

"Depository" means The Depository Trust Company, New York, New York, or its successors and assigns, or such substitute depository institution as designated by the Issuer in accordance with the Indenture.

"Depository Bonds" means Bonds in the form of one certificate for each maturity and governed by the book entry provisions of the Indenture.

"Determination of Taxability" means receipt by the Trustee of a written notification of the issuance, prior to the maturity date or redemption of all Outstanding Series 2013A Bonds, of a statutory notice of deficiency by the United States Department of the Treasury, Internal Revenue Service, or a decision by a court of competent jurisdiction, holding in effect that interest on any Series 2013A Bond is included for federal income tax purposes in the gross income of the registered owner thereof, which statutory notice or court decision is either (a) not contested by the Company in accordance with the Loan Agreement or (b) contested by the Company in accordance with the Loan Agreement and resolved adversely to the interests of, or abandoned by, the Company.

"EMMA" means the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board as the primary portal for complying with the continuing disclosure requirements of SEC Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Escrow Agent" means Wells Fargo Bank, National Association, as escrow agent under the Escrow Agreement.

"Escrow Agreement" means that certain Escrow Agreement between the Company and the Escrow Agent, dated the date hereof, and as it may be amended from time to time in accordance with its terms.

"Escrow Fund" means the fund of such designation created under the Escrow Agreement.

"Fiscal Year" means any period of 12 consecutive months adopted by the Company as its fiscal year for financial reporting purposes and initially means the period beginning July 1 of each year and ending on _____ 30 of the next year.

"Governmental Obligations" means direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury) of the United States of America.

"Income Available for Debt Service" means, for any period, the excess of revenues over operating and non-operating expenses of the School, as determined in accordance with generally accepted accounting principles (but excluding extraordinary items and excluding unrealized gains or losses on the valuation of investments) plus amounts that have been deducted for (a) payments under the Lease, (b) interest on other Indebtedness with a stated maturity of more than one year, (c) amortization and (d) depreciation.

"Improvement" means any addition, enlargement, improvement, extension or alteration of or to the Schoolhouse as it then exists (other than the expansion to be financed from the proceeds of the Bonds as contemplated hereunder), and any fixtures, structures or other facilities acquired or constructed by the Company and located on the Project Site.

"Indebtedness" means (i) all the indebtedness of the obligor for borrowed money which has been incurred in connection with the acquisition of assets and (ii) the capitalized value of the liability under any lease of real or personal property which is properly capitalized on the statement of assets, liabilities and fund balances of the obligor in accordance with generally accepted accounting principles consistently applied.

"Indenture" means the Indenture of Trust, dated as of _____ 1, 2013, between the Issuer and the Trustee, pursuant to which the Bonds are authorized to be issued, including any indenture supplemental thereto and any amendments thereof.

"Independent Consultant" means a management consultant, bookkeeper or certified public accountant experienced in the management, operation and/or financing of charter schools in Minnesota.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and who is not a full-time employee, director or shareholder of the Issuer, the Company or the School.

"Interest Payment Date" means _____ 1 and _____ 1 of each year, commencing _____ 1, 2013.

"Issuer" means the PCS Building Company, a public body corporate and politic of the State, and any successor.

"Issuer Representative" means the Executive Director of the Issuer, and any other person or persons at the time designated to act on behalf of the Issuer by written certificate furnished to the Company and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Issuer by its duly authorized agent. Such certificate may designate an alternate or alternates.

"Lease" means the Lease Agreement, dated as of _____ 1, 2013, by and between the Company, as lessor, and the School, as lessee, and any amendment thereto.

"Lease Aid" or "Building Lease Aid" means amounts received by the School from the State pursuant to Minnesota Statutes, Section 124D.11, subdivision 4, to fund payments due under the Lease, or any replacement therefor pursuant to a successor statute.

"Lease Payments" means all payments due from the School, as lessee, to the Company, as lessor, pursuant to the Lease.

"Lease Revenues" means the revenues to be received by the Company from the School pursuant to the Lease.

"Loan Agreement" means the Loan Agreement, dated as of _____ 1, 2013, between the Issuer and the Company, and any amendments and supplements thereto.

"Loan Repayments" means the payments required to be made by the Company pursuant to the loan repayments section of the Loan Agreement.

"Majority Bondholder" means the beneficial owner of or owners who together own greater than 50% of the aggregate Outstanding principal amount of the Bonds.

"Monthly Deposit" means $6,250 per month from July 20, 2013 through _____, 2014 and $3,333.33 per month thereafter.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of New York, its successors and assigns and, if such corporation is dissolved or liquidated or can no longer perform the functions of a securities rating agency, "Moody's" is be deemed to refer to any other nationally recognized securities rating agency designated by the Company by notice to the Trustee.

"Mortgage" means the Amended and Restated Mortgage, Security Agreement and Assignment of Rents, dated as of _____ 1, 2013, from the Company in favor of the Trustee, and all amendments thereof and supplements thereto.

"Mortgaged Property" means all real estate, buildings, equipment and other interests as more particularly described in subsections (a) through (g), inclusive, of Section 2.1 of the Mortgage, including the real estate described in EXHIBIT A thereto.

"Original Purchaser" means, with respect to the Bonds, Dougherty & Company, LLC, as the underwriter of the Bonds.

"Outstanding" means Bonds which have been authenticated and delivered by the Trustee under the Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash funds or noncallable Governmental Obligations have been theretofore deposited with the Trustee in accordance with the discharge of lien article of the Indenture; and

(c) Bonds in lieu of which others have been authenticated under the Indenture.

"Payment Date" means _____ 1 of each year commencing _____ 1, 2014.

"Permitted Encumbrances" means, as of any particular time, "permitted encumbrances" as defined in the Mortgage.

"Permitted Investments" means the following investments, if and to the extent the same are legal for investment, with regard to any moneys held as part of the Bond Fund, the Revenue Fund, the Reserve Fund, the Project Fund, the Capital Improvement Fund, the Expense Fund, the Costs of Issuance Fund, or any other fund held by the Trustee pursuant to the Indenture:

(a) bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which are unconditionally guaranteed by, the United States of America;

(b) direct and general obligations of any state of the United States of America or any municipality or political subdivision of such state, or obligations of any corporation, if such obligations are in one of the two highest rating categories by Standard & Poor's Corporation or Moody's Investors Service, or, upon the discontinuance of either or both of such rating agencies, any other nationally recognized rating service;

(c) negotiable or non-negotiable certificates of deposit, time deposits, or other similar banking arrangements, issued by any nationally or state-chartered bank (including the Trustee) or trust company or any savings and loan association, domiciled in the State, if either (i) the long-term obligations of such bank or trust company are rated in one of the two highest rating categories by Standard & Poor's Corporation or Moody's Investors Service, or, upon the discontinuance of either or both of such rating services, any other nationally recognized rating service or (ii) the deposits are continuously secured as to principal, but only to the extent not insured by the Federal Deposit Insurance Corporation, or similar corporation chartered by the United States of America, (1) by lodging with a bank or trust company, as collateral security, obligations described in paragraph (a) or (b) above or, with the approval of the Trustee, other marketable securities eligible as security for the deposit of trust funds under applicable regulations of the Comptroller of the Currency of the United States of America or applicable state law or regulations, having a market value (exclusive of accrued interest) not less than the

amount of such deposit, or (2) if the furnishing of security as provided in clause (1) of this paragraph is not permitted by applicable law, in such manner as may then be required or permitted by applicable state or federal laws and regulations regarding the security for the deposit of trust funds;

(d) repurchase agreements with respect to obligations listed in paragraph (a) or paragraph (b) above if entered into with a nationally or state-chartered bank domiciled in the State (including the Trustee), trust company domiciled in the State or a broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) which is a member of the Securities Investors Protection Corporation if (i) such obligations that are the subject of such repurchase agreement are delivered to the Trustee or are supported by a safekeeping receipt issued by a depository satisfactory to the Trustee, provided that such repurchase agreement must provide that the value of the underlying obligations will be maintained at current market value, calculated no less frequently than monthly, of not less than the repurchase price, (ii) a prior perfected security interest in the obligations which are the subject of such repurchase agreement has been granted to the Trustee, and (iii) such obligations are free and clear of any adverse third-party claims;

(e) commercial paper maturing in 270 days or less and rated in the highest rating category by two nationally recognized rating services;

(f) money market mutual funds invested solely in obligations listed in paragraphs (a), (b), or (c) above, including funds offered or managed by the Trustee or its affiliates;

(g) agreements or contracts for guaranteed investment contracts issued or guaranteed by financial institutions, United States commercial banks, domestic branches of foreign banks, United States insurance companies, or their Canadian subsidiaries. The credit quality of the Issuer's or guarantor's long-term unsecured debt must be rated in one of the three highest categories by a nationally recognized rating agency.

(h) certificates or receipts issued by any nationally or state-chartered bank, domiciled in the State, trust company domiciled in the State or broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) which is a member of the Securities Investors Protection Corporation, organized and existing under the laws of the United States of America or any state thereof, the outstanding unsecured long-term debt of which is rated in either of the two highest rating categories by Standard & Poor's Corporation or Moody's Investors Service, or, upon the discontinuance of either rating services, in the capacity of custodian, which certificates or receipts evidence ownership of a portion of the principal of or interest on Government Obligations held (which may be in book entry form) by such bank, trust company or broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) as custodian;

(i) tax-exempt obligations (as defined in section 150(a)(6) of the Code and which are not "investment property" as defined in Section 148(b)(2) of the Code) rated in one of the two highest rating categories by Standard & Poor's Corporation or Moody's Investors Service, or, upon the discontinuance of either rating service or both of such rating services, any other nationally recognized rating service; and

(j) U.S. dollar denominated deposit accounts, federal funds with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by Standard & Poor's and "P-1" by Moody's and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank.).

Notwithstanding the foregoing, "Permitted Investments" will not include a financial instrument, commonly known as a "derivative," whose performance is derived, at least in part, from the performance of any underlying asset, including, without limitation, futures, options on securities, options on futures, forward contracts, swap agreements, structured notes, and participations in pools of mortgages or other assets.

"Pledge Agreement" means the Pledge and Covenant Agreement, dated as of _____ 1, 2013, by and between the School and the Trustee.

"Prior Bonds" means the Series 2004A Bonds and the Series 2009 Bonds.

"Prior Indenture" means the Indenture of Trust, dated as of _____ 1, 2004, between the Issuer and the Prior Trustee, as amended and supplemented by the First Supplemental Indenture of Trust, dated as of July 1, 2009, between the Issuer and the Prior Trustee.

"Prior Trustee" means Wells Fargo Bank, National Association, as trustee for the Prior Bonds.

"Project" means acquisition and installation in the Schoolhouse of equipment for two Science, Technology, Engineering and Mathematics laboratories.

"Project Costs" means any and all sums of money required to renovate, construct, expand and install the Project, excluding Costs of Issuance, but including the following:

(a) all expenses incurred in connection with the acquisition of real property, or any interest in real property, necessary for the Project or mortgaging of the Project Site, including title insurance;

(b) the expense of preparation of plans and specifications and of all other architectural, engineering, testing and supervisory services incurred and to be incurred in the planning, acquisition and completion of the Project;

(c) the cost of acquisition and installation of all items of equipment, machinery or furnishings included in the Project;

(d) premiums on all insurance relating to construction during the period before completion of the Project, to the extent that such premiums are not paid by a contractor;

(e) the contract price of all labor, services, materials, supplies, equipment and remodeling furnished under a construction contract;

(f) all expenses incurred in seeking to enforce any remedy against a contractor, any subcontractor or any surety in respect of any default under any construction contract;

(g) the cost of all other labor, services, materials, supplies and equipment necessary to complete the acquisition, construction, expansion and equipping of the Project;

(h) all interest accruing on money borrowed by the Company for financing of the Project Costs during construction and up to six months thereafter;

(i) all fees and expenses of the Trustee and any Paying Agent relating to the Bonds that become due before the completion of the Project;

(j) without limitation by the foregoing, all other expenses which under generally accepted accounting principles constitute necessary capital expenditures for the Project and are authorized by the Act to be paid from the proceeds of the Bonds; and

(k) all advances, payments and expenditures made or to be made by the Issuer, the Trustee and any other person with respect to any of the foregoing expenses.

"Project Fund" means the fund established under the Indenture.

"Rating Agency" means Standard & Poor's or Moody's.

"Rebate Analyst" means the "Rebate Analyst" as defined in creation of the Rebate Fund section in the Indenture.

"Rebate Fund" means the fund created pursuant to the Indenture.

"Registered Owner" means the person or persons in whose name or names a Bond will be registered on the books of the Issuer kept for that purpose in accordance with provisions of the Indenture.

"Regular Record Date" means, with respect to the Bonds, the 15th day of the calendar month preceding an Interest Payment Date.

"Reserve Fund" means the fund created pursuant to the Indenture.

"Reserve Fund Requirement" means, with respect to the Series 2013 Bonds, $974,712.50 through and including _____ 1, 2024 and $899,837.50 after _____ 1, 2024 and, with respect to any Additional Bonds, the least of: (a) 10% of the original issue price of the Bonds; (b) the maximum annual debt service in any Bond Year on the Bonds (excluding amounts in the final maturity of the Bonds to be paid from the application of the Reserve Fund); or (c) 125% of the average annual debt service on the Bonds.

"Revenue Fund" means the fund created pursuant to the Indenture.

"School" means PACT Charter School, a Minnesota nonprofit corporation, formed as a public (charter) school pursuant to Minnesota Statutes, Section 124D.10.

"Schoolhouse" means the existing building located at _____ in the City used as a public charter schoolhouse for kindergarten through grade twelve, to be owned by the Company and leased to the School.

"Security Agreements" means, collectively, the Loan Agreement, Lease, Mortgage, Escrow Agreement, the Account Control Agreement and Pledge Agreement.

"Series 2004A Bonds" means the Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2004A.

"Series 2009 Bonds" means the Lease Revenue Bonds (PACT Charter School Project), Series 2009.

"Series 2013A Bonds" means the Lease Revenue Bonds (PACT Charter School Project) Series 2013A, issued by the Issuer in the principal amount of $11,180,000* and issued under and secured by the Indenture.

"Series 2013B Bonds" means the Taxable Lease Revenue (PACT Charter School Project) Series 2013BA, issued by the Issuer in the principal amount of $_____* and issued under and secured by the Indenture.

"Special Record Date" means that date specified by the Trustee for the payment of any defaulted interest.

"Standard & Poor's" means Standard & Poor's Ratings Group, a division of the McGraw Hill Companies, a corporation organized and existing under the laws of the State of New York, its successors and assigns and, if such corporation will be dissolved or liquidated or will no longer perform the functions of a securities rating agency, "S & P" will be deemed to refer to any other nationally recognized securities rating agency designated by the Company by notice to the Trustee.

"State" means the State of Minnesota.

"Sweep Account" means the State Aid Revenues Account established and maintained pursuant to the Pledge Agreement by the School at Sunrise Banks and of which the Trustee has control pursuant to an account control agreement.

"Tax Regulatory Agreement" means the Tax Regulatory Agreement, dated the _____ 1, among the Company, the School, and the Trustee.

"Term Bonds" means the Series 2013A Bonds maturing on _____ 1, 20__, _____ 1, 20__, _____ 1, 20__ and _____ 1, 20__.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses of the Indenture.

"Trustee" means Wells Fargo Bank, National Association, a national banking association with its principal corporate trust office in Minneapolis, Minnesota, as trustee under the Indenture, and its successors in trust and assigns.

"Value" means that value, which will be determined between 45 and 60 days prior to each Interest Payment Date, of the cash and any investments in the Reserve Fund, which will be calculated by the Trustee, which may engage the pricing service of any national pricing firm to assist in such determination, as follows: (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New

York Times), the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times, the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers at the time making a market in such investments or the bid price published by a nationally recognized pricing service; (c) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; (d) as to cash, the actual amount thereof; and (e) as to any investment not specified above, the value thereof established by prior agreement among the Company and the Trustee.

THE LOAN AGREEMENT

The following is a summary of certain provisions contained in the Loan Agreement and is qualified in its entirety by reference to the Loan Agreement. The definitions of all capitalized terms used herein not otherwise defined can be found in "APPENDIX I—DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS—DEFINITIONS" or in *the Loan Agreement or the Indenture, unless the context indicates otherwise.*

Issuance of the Bonds

Pursuant to the Loan Agreement, the Issuer agrees to issue the Bonds and to deposit the proceeds therefrom with the Trustee. From the proceeds of the sale of the Bonds (net of Underwriter's discount), the Trustee will deposit (i) $974,712.50 to the Reserve Fund, (ii) $216,555.89 to the Cost of Issuance Fund, (iii) $45,393.24 of accrued interest and rounding amount to the Bond Fund, (iv) $640,000 to the Project Fund and (v) $11,299,627.60 to the Escrow Fund held by the Escrow Agent pursuant to the Escrow Agreement plus $1,239,081.63 from the proceeds of the Series 2004A Bonds and the Series 2009 Bonds.

Investment of the Revenue Fund, Bond Fund, Project Fund, Rebate Fund, Reserve Fund and Costs of Issuance Fund and Expense Fund

Any moneys held as a part of the Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, the Costs of Issuance Fund, the Rebate Fund, Expense Fund and any other fund held by the Trustee will be invested or reinvested in any Permitted Investments by the Trustee at the request of and as directed by the Company Representative. All such Permitted Investments will at all times be a part of the fund from which the moneys used to acquire such Permitted Investments will have come, and all income and profits on such Permitted Investments will be credited to, and losses thereon will be charged against, such funds, except that the earnings (net of investment losses, if any) from the Reserve Fund and the Costs of Issuance Fund will be credited to the Bond Fund and from the Expense Fund will be credited to the Revenue Fund as provided in the Indenture. Such Permitted Investments will be made so as to mature or be subject to redemption at the option of the holder thereof on or prior to the date or dates that the Company anticipates that moneys therefrom will be required. Such Permitted Investments are to be held as part of the Trust Estate and will be registered in the name of the Trustee.

Term of Loan Agreement and Loan Payments

The term of the Loan Agreement (the "Term of Agreement") will commence as of _____ 1, 2013, and, unless sooner terminated as provided in the Loan Agreement, will expire on _____ 1, 20__, or on the date that all of the Bonds and all fees and charges of the Issuer, the Trustee, and any paying agents have been fully paid or provision made for such payment, whichever is later.

The Company agrees to pay to the Trustee for the account of the Issuer during the Term of Agreement, (i) on or before July 20, 2013, and on or before the 20th day of each month thereafter through and including November 20, 2013, a sum which, together with investment earnings and other sums which have either accrued on moneys in the Bond Fund or have been transferred to the Bond Fund from the Revenue Fund, the Reserve Fund, the Project Fund, or the Costs of Issuance Fund, which have not been used as such a credit before, equals 1/5 of the interest due and payable on the Series 2013 Bonds on _____ 1, 2013; and (ii) on or before the 20th day of each month, commencing _____ 20, 2013 and continuing until the principal of, premium, if any, and interest on the Bonds will have been fully paid or provision for the payment thereof will have been made in accordance with the Indenture, a sum which, together with investment earnings and other sums which have either accrued on moneys in the Bond Fund or have been transferred to the Bond Fund from the Revenue Fund, the Reserve Fund, the Project Fund, or the Costs of Issuance Fund, which have not been used as such a credit before, equals 1/6 of the interest due on the next succeeding Interest Payment Date and 1/12 of the principal due on the next Payment Date, (iii) commencing July 20, 2013, and thereafter on or before the 20th day of each month in which the amount held in the Capital Improvements Fund is less than $500,000, an amount equal to the Monthly Deposit; and (iii) in the event of optional or mandatory redemption or acceleration, on or before the 10th day prior to the selected payment day, the amount of principal of and interest on the Bonds due on that date, as provided in the Indenture. Such payments will continue until the principal of, premium, if any, and interest on the Bonds have been fully paid or provision for the payment thereof has been made in accordance with the Indenture.

The obligation of the Company to make the foregoing payments is absolute and unconditional and is not subject to set-off, abatement, counterclaim, or recoupment.

In addition, during the Term of Agreement, the Company is required to pay the Issuer's fee, the reasonable fees and expenses of the Trustee and any paying agents, and the reasonable expenses of the Issuer related to the issuance of the Bonds, and the Company will make payments into the Reserve Fund as required in the Loan Agreement and in the Indenture at any time there is a deficiency.

Payment of Cost

The Company is authorized to direct the Trustee, by certificates of the Company submitted to the Trustee, on which the Trustee may conclusively rely, to pay, or to reimburse the Company for its payment of, costs as incurred by the Company in acquiring the Project. If the Project Fund is not sufficient to pay all costs incurred in completing the Project the Company will, pursuant to the Lease, cause the School to complete the Project and to pay all costs incurred without further reimbursement.

Operation and Maintenance of Project

The Company agrees that at all times during the Term of Agreement it will, at the Company's own expense, maintain, preserve and keep the Schoolhouse, or pursuant to the Lease cause the School to maintain, preserve and keep the Schoolhouse in good repair, working order and condition and that it will make or pursuant to the Lease cause the School to make all repairs, replacements and renewals deemed proper and necessary by it. In addition, the Company has the privilege of remodeling the Schoolhouse or making substitutions, additions, modifications and improvements to the Schoolhouse as the Company, in its discretion, may deem to be desirable for the Company's or the School's use for such purposes as will be permitted by the Act, the costs of which remodeling, substitutions, additions, modifications and improvements will be paid by the Company, and the same will be the property of the Company and be included under the terms of the Loan Agreement and the Mortgage as part of the Schoolhouse; provided, however, that the Schoolhouse and the Mortgaged Property, respectively, as remodeled, improved or altered, upon completion of such remodeling, substitutions, additions, modifications and improvements, will be of a value not less than the value of the Schoolhouse and the Mortgaged Property, respectively, immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements. Notwithstanding the foregoing, if such substitution, modification, addition or improvement requires the expenditure in any one year period of an amount greater than 25% of the insured value of the Project (determined at the time such work commences), the Company will, prior to initiating such substitution, modification, addition or improvement, provide the Trustee with a certificate from the Company Representative to the effect that, based upon a financial feasibility study prepared by or at the request of the Company Representative, such substitution, modification, addition or improvement in and of itself will not materially diminish the amount of Lease Revenues from the Schoolhouse received by the Company or the amount of lease payments or Adjusted Pledged Revenues of the School during the next succeeding fiscal year from the level received in the last preceding fiscal year prior to such substitution, modification, addition or improvement.

Maintenance of Nonprofit Corporate Existence

The Company agrees that during the Term of Agreement it will maintain its nonprofit corporate existence, will maintain its status as an exempt organization under Section 501(c)(3) of the Code, will continue to be a nonprofit corporation qualified to transact business and in good standing in the State, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another legal entity or permit one or more legal entities to consolidate with or merge into it. The School has made similar representations in the Tax Regulatory Agreement.

Assurance of Tax Exemption

The Company represents that it understands, after consultation with such legal counsel as deemed appropriate, that the exclusion from gross income of interest on the Series 2013A Bonds for federal income tax purposes is dependent on the accuracy and truthfulness of representations made in the Tax Regulatory Agreement. The Company covenants and warrants that such representations are accurate and truthful and the Company will comply with the Tax Regulatory Agreement.

Financial Statements

Commencing with the Fiscal Year ending _____ 30, 2013, the Company agrees to furnish to the Trustee, the Original Purchaser and EMMA (and to the Issuer, upon request), by no later than 150 days after the close of each Fiscal Year during the Term of Agreement, a copy of the audited financial statements of the Company for the preceding Fiscal Year, including a balance sheet and operating statements audited by an independent certified public accountant.

Additional Bonds and Additional Indebtedness

The Company will not incur any additional Indebtedness unless it can satisfy certain requirements, including amending the Lease to provide additional Lease Revenues sufficient to pay principal and interest on such proposed Additional Bonds, and any related fees and expenses, and either (1) establishing that (i) the Income Available for Debt Service for the preceding Fiscal Year was at least equal to 120% of maximum amount of payments due under the Lease, plus principal and interest payable in any Fiscal Year on the School's payable in any Fiscal Year and (ii) Income Available for Debt Service projected by the School for each of the School's two Fiscal Years beginning with the Fiscal Year in which any improvements being financed by such proposed Additional Bonds are to be placed in service, or, if no improvements are to be financed thereby, beginning with the first Fiscal Year after the Fiscal Year in which the proposed Additional Bonds are to be issued, will be at least 130% of the maximum amount of payments due under the Lease, plus principal and interest payable in any Fiscal Year on the School's Indebtedness (including such requirements for the proposed Additional Bonds but excluding such requirements for any Indebtedness to be refinanced thereby) or (2) receives the prior written consent of the Majority Bondholder to the issuance of such Additional Bonds. See "THE BONDS - Additional Bonds." The Company is prohibited under the Loan Agreement from incurring any Indebtedness which is subordinate to the payment of the Bonds.

Covenants of the School

The Company will cause the School in the Lease to agree and covenant, and pursuant to the Pledge Agreement the School agrees and covenants, that, for the duration of the Loan Agreement, it will:

(a) Commencing for the fiscal year ending _____ 30, 2013, furnish to the Trustee and EMMA (and to the Issuer, upon request), by no later than 150 days after the close of each fiscal year of the School during the term of the Lease, a copy of the audited financial statements.

(b) Prepare and submit to the Trustee and EMMA (and to the Issuer, upon request) by no later than _____ 30 of each year, a copy of the proposed budget for the School for the next succeeding fiscal year and projected long-range budget model forecasting the operations of the School for at least 5 years.

(c) On or about the 15th day of each February, May, August, and November, commencing August 15, 2013, submit to the Trustee and EMMA (and to the Issuer, upon request), copies of quarterly student attendance and enrollment, budget and financial reports required by Minnesota law and by the Charter Agreement and, in addition, reports

prepared by the School's Chief Financial Officer or an independent consultant on an unaudited basis that would include at least the following:

(i) year to date actual expenditures compared to year to date budgeted expenditures for such period;

(ii) actual revenues compared to budgeted revenues for such period; and

(iii) a current balance sheet;

(iv) the current student waiting list;

(v) projected long-range budget model forecasting the operations of the School for at least 5 years; and

(vi) the balance of the Fund Balance Account (as defined below).

(d) On or before _____ 30th of each year, make all applications or submissions and provide all supporting documentation to the Minnesota Department of Education (or its successor) necessary to receive full funding from the State of Minnesota for all legally available general student aid funds, lease aids, or other funding sources included in the School's annual budgeted operating revenues.

(e) Make all necessary applications or submissions, including all supporting documentation, on or before _____ 30 of each year to the Minnesota Department of Education (or its successor) necessary to receive any Title I federal funding or other federal moneys included in the School's annual budgeted operating revenues.

(f) Other than the obligation to make additional Lease Payments for the purpose of repaying Additional Bonds, not incur any additional Indebtedness without the prior written consent of the Majority Bondholder; provided that the foregoing requirements shall not apply to (i) loans or operating or capital leases for computers and/or technology or (ii) short-term (less than 12 months) working capital borrowings or sales of accounts receivable by the School for cash flow purposes in an amount not to exceed $1,000,000 annually.

(g) Maintain unrestricted Cash on Hand in its operation fund such that on each testing date the amount on deposit in such fund shall be equal to or greater than 45 Days Cash on Hand. The School's Cash on Hand shall be tested each year (on an unaudited basis) 30 days after the end of the School's Fiscal Year (i.e. on July 30 of each year), commencing the Fiscal Year ending _____ 30, 2014. The School will also provide the Trustee with a certification no later than two weeks after the completion of the School's audit for each Fiscal Year that the Cash on Hand requirement above has been met (based upon such audit). The foregoing is subject to the qualification that if applicable state or federal laws or regulations, or the rules and regulations of agencies having jurisdiction (including, without limitation, changes in state or federal funding schedules), shall not permit or enable the School to maintain such level of Cash on Hand, then the School shall, in conformity with the then prevailing laws, rules or regulations, maintain its Cash on Hand equal to the maximum permissible level. If the School has less than 45 Days Cash on Hand on such testing date, it shall constitute an Event of Default if such non-compliance is not cured within 60 days, unless waived by the Majority Bondholder.

(h) Maintain on its books, a separate, segregated fund balance to be funded on a best efforts basis from accumulated cash surpluses (the "Fund Balance Account") of the School, if

any, in an amount equal to 20% of the budgeted annual operating expenses of the School (the "Fund Balance Account Requirement"). The balance of the Fund Balance Account may be reduced below the Fund Balance Account Requirement by the School solely for the payment of ordinary and necessary expenses of the School (excluding salaries and benefits to staff or administrative personnel) which exceed annual budgeted expenditures by an amount not greater than 20% of the annually budgeted amounts for items including repair and replacements, capital improvements, utilities, educational program expenses, and special assessments; provided, however, that a greater percentage shall be permitted if the School has received the prior written consent of the Majority Bondholder. In the event the Fund Balance Account is reduced below the Fund Balance Account Requirement as of the end of the School's Fiscal Year according to the School's annual audit, the School shall provide notice thereof to the Trustee and EMMA and shall use its best efforts to replenish the Fund Balance Account.

(i) Complete the Project in the event the cost of the Project exceeds the amount of Bond proceeds available for the Project.

(j) Make all payments due under the Lease prior to any payments of additional rent due under the Lease other than operating expenses of the School required under State or federal laws to provide required educational program expenditures (including the current expenses for staff and administrative salaries and benefits).

(k) Provide notice to the Issuer, the Trustee and EMMA of (i) any notices from the School's sponsor to the School of noncompliance with or determination not to renew the Charter Agreement within 10 days of receipt of such notice by the School and (ii) any default under the Lease and the steps to be taken by the School to remedy such default, promptly after such default occurs.

(l) On or before _____ 30 of each year apply to the Minnesota Department of Education (or its successor) for Building Lease Aid as required by Minnesota Statutes and provide notice to the Trustee and EMMA of such application and approval thereof by the Minnesota Department of Education.

(m) Carry automobile and workers' compensation insurance to the extent required by Minnesota law, and upon request, furnish to the Company certificates evidencing such coverage throughout the Term of the Lease. All such policies of insurance will be in the forms and amounts required to be provided by the Company under the Loan Agreement and the Mortgage.

(n) The School may, at its own expense and in its own name, in good faith contest any real estate taxes, assessments, utility and other charges and shall notify the Company of such good faith contest and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom but only if (1) nonpayment of any such items will not materially endanger the interest of the Company in the Premises, nor subject to loss or forfeiture the Premises or any part thereof, and (2) the School files with the Company an opinion of Independent Counsel stating in effect that neither event will occur. If both conditions are not satisfied the School shall promptly pay such taxes, assessments, utility or other charges or provide Company with full security against any loss that may result from nonpayment, in form satisfactory to Company.

(o) Use its best efforts to maintain Income Available for Debt Service of at least 110% of the principal and interest due on the Bonds and any Additional Bonds in each Fiscal Year. In the event the School's Income Available for Debt Service is less than 110% of the principal and interest due on the Bonds and any Additional Bonds in any Fiscal Year, the School shall retain an Independent Consultant to review and analyze the reports required by the Pledge Agreement, to inspect the Project and the School's operation and administration and to make such recommendations as to the operation and administration of the School and the Schoolhouse as such Independent Consultant deems appropriate. Notwithstanding the immediately preceding sentence, regardless of whether the School has retained an Independent Consultant, if at the end of the Fiscal Year 2013 or any subsequent Fiscal Year, the Income Available for Debt Service as of the end of such Fiscal Year is less than 100% of the principal and interest due on the Bonds and any Additional Bonds (as evidenced by the School's audited financial statements for such Fiscal Year), then the Trustee may declare an Event of Default or exercise one or more of the remedies permitted under the Loan Agreement and the Indenture.

Assignment and Leasing

Subject to the covenants set forth in the transfer section of the Loan Agreement, the Loan Agreement may be assigned and the Schoolhouse leased, as a whole or in part, by the Company without the necessity of obtaining the consent of either the Issuer or the Trustee, subject, however, to each of the following conditions: (i) no assignment or lease will relieve the Company from primary liability for any obligations under the Loan Agreement, and in the event of any such assignment or lease the Company will continue to remain primarily liable for payment of the amounts specified in the Loan Agreement and for performance and observance of the other agreements on its part provided to be performed and observed by the Company to the same extent as though no assignment or lease had been made; (ii) the assignee or lessee must assume the obligations of the Company under the Loan Agreement to the extent of the interest assigned or leased; (iii) the assignee or lessee must receive no greater interest in the Schoolhouse than that held by the Company; in particular, any assignment or lease must be granted only subject to the rights of the Issuer and the Trustee under the Loan Agreement and the Indenture, and must terminate upon any foreclosure of the Company's rights under the Loan Agreement or under the Mortgage; and (iv) the Company must, at least 10 days prior to the execution of such assignment or lease, furnish or cause to be furnished to the Issuer and the Trustee a true and complete draft copy of each assignment, assumption of obligation or lease, as the case may be and an opinion from a nationally recognized bond counsel to the effect that the assignment or lease will not cause interest on the Outstanding Series 2013A Bonds to be included in the gross income of the owners thereof for purposes of federal income taxation, and a form of opinion from Independent Counsel that the assignment or lease has been accomplished in accordance with State law and the Loan Agreement

Defaults

The Loan Agreement provides that any one or more of the following events will constitute an "Event of Default":

(a) Failure by the Company to pay the amounts required to be paid under the Loan Agreement at the times specified therein, provided, however, that if a payment default is caused by the failure of the State to make payments due to the School in a

timely manner, the Company will have a period of 90 days to cure such payment default. The Trustee will give telephonic or telegraphic notice, with subsequent written notice, to the Company of such failure;

(b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in paragraph (a), for a period of 30 business days after written notice specifying such failure and requesting that it be remedied will have been given to the Company by the Trustee unless the Trustee agrees in writing to an extension of such time prior to its expiration or if any representation or warranty of the Company will be determined to be or have been a material misrepresentation or materially misleading or untrue when made; provided, however, if the failure stated in the notice be such that it cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time (but not more than 90 days) if corrective action is instituted by the Company within the applicable period and diligently pursued until the default is corrected;

(c) Certain events of bankruptcy, dissolution, liquidation or reorganization by the Company, as set forth in the Loan Agreement;

(d) The occurrence of an Event of Default under the Indenture;

(e) The occurrence of an Event of Default under the Tax Regulatory Agreement, the Mortgage, the Lease, or the Pledge Agreement; or

(f) Any final judgments, or writs or warrants of attachment or of any similar processes in an aggregate amount in excess of the greater of $150,000 or 2.5% of the insured value of the Project Buildings entered or filed against the Company or against any of its property and remaining unvacated, unpaid, unbonded, uninsured, or unstayed for a period of 30 days.

The Company will not be deemed to be in default under paragraph (b) above if by reason of force majeure, as defined in the Loan Agreement, it is unable in whole or in part to carry out any agreement in the Loan Agreement, other than the agreement to make the loan repayments.

Remedies

Whenever an Event of Default has happened and is continuing, the Trustee or the Issuer, with the written consent of the Trustee, may take one or any combination of the following remedial steps:

(a) By written notice to the Company, declare an amount equal to all amounts then due and payable on the Bonds, whether by acceleration of maturity (as provided in the Indenture) or otherwise, to be immediately due and payable as liquidated damages under the Loan Agreement and not as a penalty;

(b) Have reasonable access to and inspect, examine, and make copies of the relevant books and records and any and all relevant accounts, data and income tax and other tax returns of the Company during regular business hours of the Company if reasonably necessary in the opinion of the Issuer or the Trustee; or

(c) Take whatever action at law or in equity may appear necessary or desirable, including without limitation, foreclosure to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under the Loan Agreement, and also including, without limitation, any remedy set forth in the Indenture, subject to the limitations set forth in the Loan Agreement and the Indenture.

Any amounts collected pursuant to action taken upon the happening of an Event of Default will be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Options and Obligations to Prepay

The Company will have the option or the obligation to prepay the amounts payable under the Loan Agreement upon the occurrence of certain events described herein under the caption "THE SERIES 2013BONDS—Redemption of Series 2013Bonds."

Amendments, Changes and Modifications

Subsequent to the issuance of Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise expressly provided in the Loan Agreement, the Loan Agreement may not be effectively amended, changed, modified, altered, or terminated without the written consent of the Trustee, in accordance with the provisions of the Indenture.

THE INDENTURE

The following is a summary of certain provisions contained in the Indenture and is qualified in its entirety by reference to the Indenture. The definitions for all capitalized terms used herein not otherwise defined can be found in "APPENDIX I—DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS—DEFINITIONS" or in the Indenture or the Loan Agreement, unless the context indicates otherwise.

Assignment and Security

Pursuant to the Indenture, the Issuer's interest in the Loan Agreement and the Pledge Agreement and all amounts payable by the Company to the Issuer under the Loan Agreement or the Pledge Agreement (other than certain indemnification rights and certain fees and expenses of the Issuer), as well as the Issuer's interest in certain moneys and funds held by the Trustee under the Indenture, are assigned to the Trustee by the Issuer to secure the payment of the principal of, premium, if any, and interest on the Bonds.

The Revenue Fund

The Revenue Fund is created under the Indenture, into which the Company will cause the School pursuant to the Pledge Agreement to deposit all rent payments due under the Lease. In addition, to assure the full and timely deposit of such rent payments, the Trustee is directed to withdraw from the Sweep Account and deposit in the Revenue Fund the amounts payable by the

School under the Lease each month, commencing in July, 2013, and then any amounts remaining in the Sweep Account after such withdrawal will be transferred by the Trustee to or at the direction of the School.

Use of Moneys in the Revenue Fund

As and when received each month, the Trustee will apply any funds in the Revenue Fund in the following priority:

(a) first, to the Bond Fund, an amount sufficient to cause the total amount then deposited in the Bond Fund to equal the monthly payment required under Section 4.2(a) of the Loan Agreement and, on a pro rata basis, to any lender on any parity Indebtedness permitted pursuant to Section 6.12(f) of the Loan Agreement, an amount equal to the monthly payment required on such parity Indebtedness;

(b) second, into the Rebate Fund, rebate deposits described in the Tax Regulatory Agreement;

(c) third, into the Reserve Fund, an amount equal to that required pursuant to Section 4.2(d) of the Loan Agreement;

(d) fourth, into the Capital Improvement Fund, the Monthly Deposits;

(e) fifth, to the Trustee, the amount necessary for payment of the Trustee's fees and expenses for services rendered hereunder; and

(f) sixth, into the Expense Fund, 1/12 of the annual Rating Agency fee and Issuer's Fee and the monthly cost of any other expenses required to be paid by the Company pursuant to the Lease; and

(g) seventh, to the Company, any amounts remaining in the Revenue Fund.

The Bond Fund

The Bond Fund is created under the Indenture, into which the payments made pursuant to the Loan Agreement and certain other amounts specified in the Indenture will be deposited and maintained with the Trustee. Money in the Bond Fund will be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and for the redemption of the Bonds prior to maturity. Upon the issuance of the Bonds, an amount equal to $45,903.65 of accrued interest will be credited to the Bond Fund.

The Reserve Fund

Upon the issuance of the Bonds, an amount equal to the Reserve Fund Requirement will be deposited in the Reserve Fund. Any earnings realized from investments in the Reserve Fund will be credited to the Reserve Fund until the amount therein is equal to the Reserve Fund Requirement, and thereafter to the Bond Fund. The Reserve Fund is to be valued by the Trustee semiannually. Pursuant to the Loan Agreement, the Company is required to cure any deficiency in the Reserve Fund below the Reserve Fund requirement within 30 days if the deficiency occurs

as a result of a valuation, or within 90 days of such withdrawal if the deficiency occurs as a result of a withdrawal from the Reserve Fund. Moneys on deposit in the Reserve Fund will be used to pay the principal of, premium, if any, and interest on the Bonds as the same become due (whether at maturity or upon redemption or by acceleration) in the event that moneys in the Bond Fund is insufficient therefor, and to pay the final maturities of principal of and interest on the Bonds. In addition if, on _____ 2, 2024 such Value is in excess of $899,837.50 and no Event of Default has occurred and is continuing under the Loan Agreement, Mortgage, Pledge Agreement or this Indenture and the School is maintaining Income Available for Debt Service of at least 110% of the principal and interest due on the Bonds and any Additional Bonds in the prior Fiscal Year in accordance with Section 3(O) of Pledge Agreement, the Trustee shall deposit an amount equivalent to the excess in the Bond Fund to be used to pay interest on and principal of the Bonds.

The Costs of Issuance Fund

Moneys deposited in the Costs of Issuance Fund of the Indenture will be used to pay the costs incurred in issuing the Bonds.

The Project Fund

Upon the issuance of the Bonds, an amount equal to $640,000 from Bond proceeds and thereafter any money received by the Trustee for payment of Project Costs, will be credited to the Project Fund. Amounts on hand in the Project Fund will be held by the Trustee and applied to the payment of Project Costs. All disbursements from the Project Fund will be made in accordance with and subject to the provisions and restrictions set forth in the Loan Agreement. On the Completion Date, after payment of the Project Costs relating to the Project, any balance remaining the Project Fund will be transferred to the Bond Fund and applied to redemption of the Bonds.

Capital Improvement Fund

Once per month the Company will transfer the Monthly Deposit to the Trustee to be deposited in the Capital Improvement Fund in any month the amount held therein is less than $500,000. The Trustee will apply money in such fund not more often than once each month as requested in a Company request to the payment of items of repair, improvement, and replacement with respect to the Project which constitute capital expenditures under Generally Accepted Accounting Principles or which otherwise constitute major periodic repair or maintenance of the Schoolhouse, such as annual painting or re-carpeting of a section of the Schoolhouse (as opposed to incidental repairs such as touch-up painting, replacement of individual carpet tiles, etc.). The Company request will identify the expenditures to be made by nature and amount, will identify the contractor or other party making the repairs, improvements, and replacements, and will certify that the expenditures are proper expenditures to be made or reimbursed from the Capital Improvement Fund. Investment earnings on amounts held in the Capital Improvement Fund will remain in, and be credited as received to, the Capital Improvement Fund. The Trustee may conclusively rely on Company requests submitted in accordance with the Indenture as complete authorization for the disbursements made pursuant thereto and will not be responsible for any representations or certifications made therein.

Amounts on hand in the Capital Improvement Fund will be transferred by the Trustee to the Bond Fund, as needed, if, on any Interest Payment Date, the amount then on hand in the Bond Fund, after application of any available amounts in the Reserve Fund, is not sufficient to pay the principal and interest then due on the Bonds, whether at maturity or upon redemption or by acceleration.

Amounts, if any, remaining in the Capital Improvement Fund upon the payment in full of all Bonds, or the provision for payment therefor in accordance with the terms of the Indenture, will be transferred to the Company.

Expense Fund

Once per month the Trustee will transfer from the Revenue Fund an amount sufficient to pay certain monthly and annual expenses of the Company when due. Upon the payment in full of all Bonds, or the provision for payment therefor in accordance with the terms of the Indenture, any amounts remaining in the Expense Fund will be transferred to the Company.

Investment

Any moneys held as part of the Revenue Fund, the Bond Fund, the Reserve Fund, the Project Fund, the Rebate Fund, the Expense Fund, the Capital Improvement Fund, and the Costs of Issuance Fund will be invested and reinvested as provided in the Loan Agreement. (See the caption "THE LOAN AGREEMENT—Investment of Revenue Fund, Bond Fund, Reserve Fund, Project Fund, Rebate Fund, Expense Fund, Capital Improvement Fund, and Costs of Issuance Fund" herein.)

Discharge of Lien

The lien of the Indenture will be discharged if: (a) the Issuer pays or causes to be paid, or there is otherwise paid or provision for payment made, to the Registered Owners of the Bonds, the principal of, premium, if any, and interest due or to become due on the Bonds at the times and in the manner stipulated therein; (b) the Issuer is not then in default in any of the covenants and promises in the Bonds and in the Indenture; and (c) the Issuer pays or causes to be paid to the Trustee and any paying agents all sums of money due or to become due according to the provisions of the Indenture.

Any Bond will be deemed to be paid when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in the Indenture) either (i) has been made or caused to be made in accordance with the terms thereof, or (ii) has been provided by irrevocably depositing with a commercial bank with trust powers (the "Escrow Agent"), in trust and set aside exclusively for such payment, (1) moneys sufficient to make such payment and/or (2) noncallable Governmental Obligations, maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation, and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made have been paid or the payment thereof provided for to the Trustee's satisfaction. At such time as a Bond is deemed to be paid as aforesaid, it will no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph will be deemed a payment of such Bonds until: (a) proper notice of redemption of such Bonds has been previously given in accordance with the Indenture, or in the event said Bonds are not by their terms subject to redemption within the next 45 days or are not to be redeemed within the next succeeding 45 days, until the Company has given the Trustee on behalf of the Issuer, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, in accordance with the requirements of the Indenture, that the deposit required by (a)(ii) above has been made with the Escrow Agent and that said Bonds are deemed to have been paid and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

Defaults and Remedies

Any of the following events will constitute an Event of Default under the Indenture:

(a) Default in the due and punctual payment of any interest on any Bond;

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Issuer contained in the Indenture or in the Bonds and failure to remedy the same after notice as provided in the Indenture; or

(d) The occurrence of an "Event of Default" under the Loan Agreement (see the caption "THE LOAN AGREEMENT—Defaults" herein), the Mortgage (see the caption "THE MORTGAGE" herein), the Tax Regulatory Agreement, the Lease, the Pledge Agreement, or any other Security Agreement.

During the continuation of an Event of Default the Trustee may, and must at the direction of the Registered Owners of a majority in the aggregate principal amount of the Outstanding Bonds, and upon indemnification as provided in the Indenture, by notice in writing delivered to the Issuer, the Registered Owners, and the Company, declare the principal of all Outstanding Bonds and the interest accrued thereon to be immediately due and payable. Upon any declaration of acceleration, the Issuer and the Trustee must immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable under the Loan Agreement.

Waiver of Event of Default

The Trustee may at is discretion, waive any Event of Default under the Indenture and its consequences and rescind any declaration of acceleration of principal, and must do so upon the written request of the Registered Owners of more than 66 $^{2}/_{3}$% in aggregate principal amount of all Outstanding Bonds provided, however, that there may not be waived any Event of Default in the payment of the principal of or interest on any Outstanding Bonds unless prior to such waiver

or rescission all arrears of principal and interest (other than principal of or interest on the Bonds which became due and payable by declaration of acceleration), both, to the extent permitted by law, and all expenses of the Trustee in connection with such Event of Default will have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Default has been discontinued or abandoned or determined adversely, then and in every such case, the Issuer, the Trustee, and the Registered Owners of the Bonds will be restored to their former positions and rights under the Indenture, respectively, but no such waiver or rescission will extend to any subsequent or other Default or impair any right consequent thereon.

Supplemental Indentures

The Issuer and the Trustee may enter into indentures supplemental to the Indenture without the consent of or notice to the Registered Owners of the Bonds for any one or more of the following purposes: (a) to cure any ambiguity or formal defect or omission in the Indenture; (b) to grant to or confer upon the Trustee for the benefit of the Registered Owners of the Bonds any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Registered Owners of the Bonds or the Trustee to make any change which, in the opinion of the Trustee, is not to the material prejudice of the Registered Owners of the Bonds; (c) to subject to the Indenture additional revenues, properties or collateral; (d) to modify, amend, or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute then in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America; (e) to evidence the appointment of a separate Trustee or a Co-Trustee or the succession of a new Trustee or paying agent under the Indenture; (f) to amend or modify any provisions of the Indenture so long as such amendment or modification does not materially adversely affect the interests of the registered owner of the Bonds; and (g) to provide for the issuance of Additional Bonds in accordance with the provisions of the Indenture.

Exclusive of supplemental indentures for the purposes set forth in the previous paragraph, the consent of the Registered Owners of not less than 2/3 in aggregate principal amount of Outstanding Bonds is required to approve any supplemental indenture, except no supplemental indentures may permit without the consent of the Registered Owners of each Bond outstanding affected thereby (i) an extension of the maturity of the principal of, or the interest on, any Bond issued under the Indenture, (ii) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indentures of any modification or waiver of the provisions of the Loan Agreement, (v) the creation of any lien ranking prior to or on a parity with the lien of the Indenture, or any part thereof, or (vi) the deprivation of the Registered Owner of any Outstanding Bond of the lien of the Indenture.

No supplemental indenture will become effective unless and until the Company has consented to the execution and delivery thereof.

THE MORTGAGE

The following is a summary of certain provisions of the Mortgage and is qualified in its entirety by reference to the Mortgage. The definitions for all capitalized terms used herein not otherwise defined can be found in "APPENDIX I—DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS—DEFINITIONS" or in the Indenture, the Loan Agreement, or the Mortgage, unless the context indicates otherwise.

The Company will convey to the Issuer a lien and security interest in Schoolhouse and the other Mortgaged Property as security for payment of the principal of, premium, if any, and interest on the Bonds. In the event of the occurrence and continuation of an Event of Default under the Loan Agreement, the Mortgage provides for the selling or leasing of the subject premises or any part thereof by the Trustee or its assigns, consistent with the applicable provisions of Minnesota law. Net proceeds from such sale or lease will be applied to the payment of the principal of, premium, if any, and interest on the Bonds. All the Bonds are equally and ratably secured by the Mortgage on the Schoolhouse and the other Mortgaged Property.

THE LEASE

The following is a summary of certain provisions contained in the Lease and is qualified in its entirety by reference to the Lease. The definitions for all capitalized terms used herein not otherwise defined can be found in the Indenture, the Loan Agreement or the Lease, unless the context indicates otherwise.

The Company will lease the Project to the School pursuant to a Lease Agreement dated as of _____ 1, 2013 (the "Lease"). Under the Lease, upon the commencement of the initial term of the Lease as set forth in the Lease, the School agrees to pay monthly base rental payments to the Company on or before the twentieth (20th) day of each month in amounts which, in the aggregate, are calculated to be equal to the amount necessary for the Company to pay semi-annual debt service on the Series 2013 Bonds, certain annual fees of the Trustee and the Issuer and fund a Capital Improvement Fund, as set forth in detail in the rent schedule attached as Exhibit B to the Lease.

To assure the full and timely payment of the amounts due under the Lease, the School has created the Sweep Account, into which all State education funding sources will be deposited and from which the Trustee shall withdraw the School's payments due under the Lease. In addition, the School agrees to pay the Additional Rent as set forth in the Rent Schedule attached to the Lease, which additional rent may include any and all expenses which are allowable under Minnesota Statutes Section 124D.11, subdivision 4, including but not limited to, real estate taxes, assessments, or other governmental charges levied or assessed against the Project which are payable during the term of the Lease.

THE PLEDGE AGREEMENT

The following is a summary of certain provisions contained in the Pledge and Covenant Agreement (the "Pledge Agreement") and is qualified in its entirety by reference to the Pledge Agreement. The definitions for all capitalized terms used herein not otherwise defined can be found in "APPENDIX I—DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF

DOCUMENTS—DEFINITIONS" or in the Indenture, the Loan Agreement, or the Pledge Agreement, unless the context indicates otherwise.

The Company and the School have entered into the Lease pursuant to which the School has agreed to make Lease Payments in the amounts and at such times as will be necessary to pay the amounts due from the Company under the Loan Agreement, which amounts are calculated to be sufficient to pay (i) principal and interest when due on the Bonds; (ii) certain fees of the Issuer with respect to the Bonds; (iii) fees and expenses of the Trustee with respect to the Bonds; (iv) fund certain reserves; and (v) pay certain monthly and annual expenses. The School has agreed in the Pledge Agreement to pledge to the Trustee certain "Adjusted Pledged Revenues" of the School (as hereinafter defined) in order to provide additional security for the timely payments of amounts due under the Lease.

The School has also agreed in the Pledge Agreement to establish and maintain a depository account (the "State Aid Revenues Account") with Sunrise Banks, into which all education funding received by the School from the Minnesota Department of Education (including general education funding, Building Lease Aid, other special funds and federal pass-through funding) will be deposited. This State funding is generally disbursed to the School twice monthly on the 15th and last day of each month (or the next preceding Business Day). Under the Pledge Agreement, the School will cause all such disbursements from the State to be deposited in the State Aid Revenues Account. In accordance with the Account Control Agreement, the Trustee is authorized to withdraw from the State Aid Revenues Account the payments due from the School under the Lease and deposit such amounts in the Revenue Fund under the Indenture, and then any amounts remaining in the State Aid Revenues Account after such withdrawal will be transferred by the Trustee to or at the direction of the School. The terms of the State Aid Revenues Account provide that the Trustee will withdraw the lease payments from the State Aid Revenues Account before 12:00 noon on the 20th day of each month. In the event that the first deposit of State funds in any month is insufficient to pay the total Lease Payment due from the School, the Trustee will withdraw the amount of any such deficiency from the second (or succeeding) monthly deposits of State funds to the State Aid Revenues Account until such deficiency is cured.

Pursuant to the Pledge Agreement, the School pledges, transfers, grants a security interest in and assigns to the Trustee to secure the payment of Lease Payments, all funds, moneys, grants, or other distributions received by the School from the State of Minnesota with respect to general student funding, state Building Lease Aid payments, state distributions of federal Title I funds, or any other funding sources, after deduction of all such operating expenses of the School (including the current expenses for staff and administrative salaries and benefits) required under State or federal laws to provide required educational program expenditures (such net amount hereinafter referred to as "Adjusted Pledged Revenues"), and any other funds or amounts held in any fund or account established by the School and all right, title and interest of the School in and to any agreements with the State of Minnesota to provide any such Adjusted Pledged Revenues. Said pledge will constitute a lien on and security interest in such Adjusted Pledged Revenues, funds and accounts, and will attach, be perfected and be valid and binding from and after the date of the Pledge Agreement, without any physical delivery thereof or further act. In the event that the deposits and withdrawals from the State Aid Revenues Account are not sufficient to make the School's payments under the Lease, the Trustee will be entitled to collect and receive all of the Adjusted Pledged Revenues, and any Adjusted Pledged Revenues collected or received by the

School will be deemed to be held, and to have been collected or received, by the School as agent of the Trustee and will forthwith be paid by the School to the Trustee.

Pursuant to the Indenture, as and when received from the State Aid Revenues Account to the Revenue Fund, the Trustee will apply amounts deposited in the Revenue Fund to the payment of principal and interest on the Bonds, payment of any rebate required, replenishment of the Reserve Fund, funding the Capital Improvement Fund, payment of the fees and expenses of the Trustee, and payment of the fees of the Issuer and certain other monthly and annual expenses. See Appendix I: "THE INDENTURE—The Revenue Fund."

Pursuant to the Pledge Agreement, the School makes certain financial and operating covenants for the benefit of Bondholders. See Appendix I: "THE LOAN AGREEMENT—Covenants of the School."

Upon the occurrence of any Event of Default under the Pledge Agreement, the Trustee will have, in addition to all other rights and remedies provided in the Pledge Agreement or by law, the rights and remedies of a secured party under the Minnesota Uniform Commercial Code, and the Trustee may appropriate (by set-off or otherwise) all amounts held in the Revenue Fund or otherwise under the Indenture and apply the same to the payment of amounts due under the Loan Agreement with respect to the Bonds in such order and manner as provided in the Indenture.

THE ESCROW AGREEMENT

The following is a summary of certain provisions of the Escrow Agreement and is qualified in its entirety by reference to the Escrow Agreement. The definitions for all capitalized terms used herein not otherwise defined can be found in "APPENDIX I—DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS—DEFINITIONS" or in the Indenture, the Loan Agreement, or the Escrow Agreement, unless the context indicates otherwise.

The Escrow Agreement creates and provides for the investment of an Escrow Fund to be used to defease, redeem, and prepay the Prior Bonds. On the Closing Date, the Trustee will disburse such funds to the Escrow Agent for deposit to the Escrow Fund, which will be applied, along with money on hand with the Prior Trustee pursuant to the terms of the Prior Indenture, to pay when due the principal of and interest on the Prior Bonds to and including _____ 1, 2014, and pay all of the outstanding principal amount of the Prior Bonds on _____ 1, 2014.

THE CONTINUING DISCLOSURE AGREEMENT

The following is a summary of certain provisions contained in the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") and is qualified in its entirety by reference to the Continuing Disclosure Agreement. The definitions for all capitalized terms used herein not otherwise defined can be found in the Indenture, the Loan Agreement or the Continuing Disclosure Agreement, unless the context indicates otherwise.

Section 1. Purpose of the Disclosure Agreement. The Continuing Disclosure Agreement dated as of _____ 1, 2013 (the "Disclosure Agreement"), is being executed and delivered by the Company, the School, and the Trustee for the benefit of the holders and beneficial owners of the Securities in order to assist the Underwriter (defined herein) within the

meaning of the Rule (defined herein) in complying with the Rule. The Disclosure Agreement constitutes the written undertaking required by the Rule. The Company and the School acknowledge in the Disclosure Agreement that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under the Disclosure Agreement, and has no liability to any person including any Holder of the Bonds, for any such reports, notices or disclosures.

Section 2. Definitions. In addition to the defined terms set forth in the Indenture, which apply to any capitalized term used in the Disclosure Agreement unless otherwise defined in this section, the following capitalized terms shall have the following meanings:

"Annual Report" will mean any annual report provided by the Company or the School pursuant to, and as described in, this Disclosure Agreement.

"Company's Annual Report" means any annual report provided by the Company pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Company's Audited Financial Statements" means the Company's annual financial statements, prepared in accordance with generally accepted accounting principles ("GAAP").

"Company's Disclosure Representative" means the Chair of the Company or his/her designee or such other person as the Company shall designate in writing to the Trustee from time to time.

"Company's Fiscal Year" means the fiscal year of the Company.

"EMMA" shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the Municipal Securities Rulemaking Board for purposes of the Rule and further described in Section 4 hereof.

"Issuer" means the PCS Building Company, a body corporate and politic under the laws of the State of Minnesota.

"Listed Event" means any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" will mean the Municipal Securities Rulemaking Board, c/o CDI Net, 1900 Duke Street, Suite 600, Alexandria, VA 22314; Phone: (703) 797-6000; Fax: (703) 683-1930.

"Notice of Listed Event" will mean any notice provided by the Company pursuant to, and as described in, the section below entitled "Reporting of Listed Events."

"Repository" shall mean the MSRB through EMMA or any other entity or system designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule.

"Rule" will mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Act of 1934, as the same may be amended from time to time.

"School's Annual Report" means any annual report provided by the School pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"School's Audited Financial Statements" means the School's annual financial statements, prepared in accordance with GAAP.

"School's Fiscal Year" means the fiscal year of the School.

"SEC" means the Securities and Exchange Commission.

"Underwriter" means Dougherty & Company LLC and its successors and assigns.

Section 3. Provision of Annual Financial Information and Audited Financial Statements.

The Company shall, or shall cause the Trustee to, not later than one hundred fifty (150) days after the end of the Company's Fiscal Year commencing with the year that ends _____ 30, 2013, provide each Repository with the Company's Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The School shall, or shall cause the Trustee to, not later than one hundred fifty (150) days after the end of the School's Fiscal Year commencing with the year that ends _____ 30, 2013, provide each Repository with the School's Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. If the Trustee is to provide any such Annual Report to each Repository, not later than fifteen (15) Business Days prior to said date, the Company and the School shall provide their respective Annual Report to the Trustee. The Company and the School shall provide a written certification with the Annual Reports furnished to the Trustee to the effect that such Annual Reports constitute the Annual Reports required to be furnished by the Company and the School hereunder. The Annual Reports may each be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the Company's Audited Financial Statements may be submitted separately from the balance of the Company's Annual Report and the School's Audited Financial Statements may be submitted separately as the School's Annual Report. The Trustee's obligation to deliver the information at the times and with the contents described above shall be limited to the extent the Company and the School have provided such information to the Trustee as required hereby.

If by fifteen (15) Business Days prior to the date specified in the provision above for providing the Annual Report to each Repository, the Trustee has not received a copy of the Annual Report, the Trustee shall contact the Company and the School, as appropriate, to inquire if the Company and the School are in compliance with subsection (a).

If the Company and the School, as appropriate, do not provide a written certification to the Trustee to the effect that an Annual Report has been provided to the Repositories by the date required in subsection (a), the Trustee shall send a notice to each Repository in substantially the form attached as Exhibit A.

The Trustee shall to the extent the Company and the School have provided the Annual Report to the Trustee, file a report with the Company and the School certifying that the information represented to the Trustee by the Company and the School as the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided, and listing all the Repositories to which it was provided.

The Company's and the School's Annual Report shall contain or incorporate by reference the following:

(i) The Company's and the School's Audited Financial Statements for the prior Company's Fiscal Year, containing balance sheets as of the end of such Company's and the School's Fiscal Year and a statement of operations, changes in fund balance and cash flows for Company's Fiscal Year then ended, audited by a certified public accountant retained by the Company and the School; and

(ii) A summary report for the prior Company's and the School's Fiscal Year which includes information consistent with the information relating to the Company and the School in the Official Statement under the headings "THE COMPANY," "THE CHARTER SCHOOL," and "THE PROJECT," and in Appendix A.

The Disclosure Agreement also requires the Company, the Company and the School to give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) business days after the occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

(7) Modification to rights of holders of the Securities;

(8) Securities calls (other than pursuant to mandatory sinking fund redemption), if material, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Securities, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the Company;

(13) The consummation of a merger, consolidation, or acquisition involving the Company or the sale of all or substantially all of the assets of the Company, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material; and

(15) Changes or delays in the schedule of funding to charter schools from the State of Minnesota.

The Trustee shall, within one (1) business day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative, inform such person of the event, and request that the Company or the School promptly notify the Trustee in writing whether or not to report the event. For purposes of this Disclosure Agreement, "actual knowledge" of such Events shall mean knowledge by an officer of the Trustee at its Corporate Trust Office with responsibility for matters related to the Indenture.

Whenever the Company or the School obtains actual knowledge of the occurrence of a Listed Event, because of a notice from the Trustee pursuant to the Company or the School shall as soon as possible determine if such event is required to be reported pursuant to this Section 5.

If the Company or the School determines that such event is required to be reported pursuant to the Company or the School shall promptly notify the Trustee and the Significant Bondholders in writing. Such notice shall instruct the Trustee to report the occurrence.

If, in response to a request, the Company or the School determines that the event is not required to be reported, the Company or the School shall so notify the Trustee and the Significant Bondholders in writing and instruct the Trustee not to report the occurrence.

If the Trustee has been instructed by the Company or the School to report the occurrence of a Listed Event, the Trustee shall file a notice of such occurrence with the MSRB, with a copy to the Significant Bondholders, the Company and the School.

Filing Methods. Any filing under the Disclosure Agreement shall be made by transmitting such filing to the MSRB, through EMMA, as provided at http://www.emma.msrb.org or any similar system that is acceptable to the United States Securities and Exchange Commission.

Termination of Reporting Obligations. The obligations of the Company, the School and the Trustee under the Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all the Bonds.

Default. In the event of a failure of the Company, the School or the Trustee to comply with any provision of this Disclosure Agreement, the Significant Bondholders or any Holder of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Company, the School or the Trustee to comply with its obligations under the Disclosure Agreement. A default under this Disclosure

Agreement shall not be deemed an event of default with respect to the Bonds and the sole remedy under the Disclosure Agreement in the event of any failure of the Company, the School or the Trustee to comply with the Disclosure Agreement shall be an action to compel performance.

APPENDIX F

FORMS OF BOND COUNSEL OPINIONS

$11,180,000*
Housing and Redevelopment Authority of the City of Ramsey, Minnesota
Lease Revenue Refunding Bonds
(PACT CHARTER SCHOOL PROJECT)
Series 2013A

$_____*
Housing and Redevelopment Authority of the City of Ramsey, Minnesota
Taxable Lease Revenue Refunding Bonds
(PACT CHARTER SCHOOL PROJECT)
Series 2013B

We have acted as Bond Counsel in connection with the issuance by the PCS Building Company, a body corporate and politic organized and existing under the laws of the State of Minnesota (the "Issuer"), of its Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series 2013A Bonds"), in the aggregate principal amount of $11,180,000*, and its Taxable Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013B (the "Series 2013B Bonds"), in the aggregate principal amount of $_____*. The Series 2013A Bonds and the Series 2013B Bonds (collectively, the "Series 2013 Bonds") and the Indenture (defined below) establish the terms of the Series 2013 Bonds, including the maturity dates, the principal amounts for each maturity date, the interest rate per annum for each maturity date, and the terms of mandatory and optional redemption prior to maturity.

In connection with the issuance of the Series 2013 Bonds, we have examined: (i) a certified copy of the Resolution adopted by the Issuer on May 22, 2013, in connection with the issuance of the Series 2013 Bonds pursuant to and under the provisions of Minnesota Statutes, Sections 469.152-469.1655, as amended (the "Act"); (ii) an executed counterpart of an Indenture of Trust, dated as of _____ 1, 2013 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association (the "Trustee"); (iii) an executed counterpart of a Loan Agreement, dated as of _____ 1, 2013 (the "Loan Agreement"), between the Issuer and PCS Building Company, a Minnesota nonprofit corporation (the "Company"); (iv) an executed counterpart of a Tax Regulatory Agreement, dated as of _____ 1, 2013, between the Company, PACT Charter School, a Minnesota nonprofit corporation (the "School"), and the Trustee; (iv) an executed counterpart of a Escrow Agreement, dated as of _____ 1, 2013, between the Company, and the escrow agent; (v) forms of the Series 2013 Bonds; (vi) an opinion of even date herewith of John Cairns Law, P.A., Minneapolis, Minnesota, as counsel to the Company and the School; and (vii) such other documents as we deemed relevant and necessary in rendering this opinion.

As to questions of fact material to our opinion, we have relied upon certified proceedings, documents, and certificates furnished to us by public officials and officials of the Company, the School, the Trustee, and the Issuer, without undertaking to verify such facts by independent investigation. We have relied upon the opinion of John Cairns Law, P.A., of even date herewith, to the effect that, among other things: (i) the Company and the School are nonprofit corporations and organizations described in Section 501(c)(3) of the Internal Revenue Code of 1986, as

amended (the "Code") and are exempt from federal income taxation under Section 501(a) of the Code; (ii) subject to the qualifications set forth in such opinion, the Loan Agreement and the Tax Regulatory Agreement have been duly authorized, executed, and delivered by the Company and the School and constitute valid and binding obligations of the Company and the School enforceable in accordance with their respective terms, and (iii) to the best of his knowledge after reasonable investigation consisting of interviews with officers of the Company and the School most likely to have relevant information as of the date hereof, no portion of the facilities to be financed with the proceeds of the Series 2013 Bonds is or will be used by the Company or the School in or for any unrelated trade or business of the Company or the School, as the case may be, determined by applying Section 513 of the Code.

Based upon such examinations, and assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, and the authenticity of the originals of such documents, and the accuracy of the statements of fact contained in such documents, and based upon present Minnesota and Federal laws (which excludes any pending legislation which may have a retroactive effect prior to the date hereof), regulations, rulings, and judicial or other decisions, it is our opinion that:

(1) The Issuer is a body corporate and politic organized and existing under the laws of the State of Minnesota and is authorized under the Act to issue the Series 2013 Bonds, to loan the proceeds thereof to the Company under the terms of the Loan Agreement to finance or refinance the acquisition, construction, and equipping of the Schoolhouse (as defined in the Indenture), and to pledge and grant to the Trustee a security interest in all of its right, title, and interest in the Loan Agreement (except for certain rights to payment of fees, indemnification, and reimbursement of expenses), including payments which are required to be made thereunder, and the other revenues and funds held pursuant to the Indenture.

(2) The Issuer has complied with all applicable provisions of the laws of the State of Minnesota, including the Act, and has full power and authority to execute and deliver the Series 2013 Bonds, the Loan Agreement, the Indenture, and the other documents to which it is a party (collectively, the "Issuer Documents"), and to carry out the terms thereof.

(3) The Issuer Documents have been duly and validly authorized, executed, and delivered by the Issuer and, assuming due authorization and execution by the other parties thereto, are valid instruments legally binding on the Issuer and legally enforceable in accordance with their terms, except to the extent that enforceability of the indemnification provisions in the Loan Agreement is limited by state and federal securities laws.

(4) The Series 2013 Bonds have been duly and validly authorized, executed, and delivered by the Issuer, and are valid and binding special, limited obligations of the Issuer secured by and entitled to the benefits provided by the Indenture, enforceable in accordance with their terms and the terms of the Indenture. The Series 2013 Bonds are not general or moral obligations or indebtedness of the Issuer within the meaning of any constitutional or statutory limitation and do not constitute or give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, but are payable solely from revenues derived from the Loan Agreement and the other documents executed and delivered by the Company and documents executed and delivered by the School in connection with the issuance of the Series 2013 Bonds. By the Indenture, the Issuer has validly pledged and assigned to the Trustee and

granted to the Trustee a security interest in all of its rights and interest in the Loan Agreement (except for certain rights of the Issuer to payment of fees, indemnification, and reimbursement of expenses), including payments that the Loan Agreement requires the Company to make to the Issuer in amounts and at times sufficient to pay the principal of, premium, if any, and interest on the Series 2013 Bonds as the same become due and payable; provided, however, we express no opinion as to the priority of such pledge, assignment, and security interest, or its effect against third parties.

(5) Based on federal and Minnesota laws, as presently enacted and construed, interest on the Series 2013A Bonds is excluded from gross income for federal income tax purposes and is excluded, to the same extent, from taxable net income of individuals, estates, and trusts for State of Minnesota income tax purposes. Interest on the Series 2013A Bonds is included in taxable income of corporations and financial institutions for purposes of the Minnesota franchise tax. Interest on the Series 2013A Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations and the Minnesota alternative minimum tax applicable to individuals, estates, and trusts. However, interest on the Series 2013A Bonds is included in the adjusted current earnings of certain corporations for the purposes of the federal alternative minimum taxes imposed on corporations. The opinion set forth in this paragraph is subject to the condition that the Company and the School comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2013A Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Series 2013A Bonds to be so included in gross and net taxable income retroactive to the date of issuance of the Series 2013A Bonds. The Company and the School have covenanted to comply with such requirements. We express no opinion regarding other federal or state tax consequences arising with respect to ownership of the Series 2013A Bonds or caused by the receipt or accrual of interest thereon.

(6) Interest on the Series 2013B Bonds is included in gross income for federal income tax purposes and is included in taxable net income of individuals, estates, and trusts for State of Minnesota income tax purposes.

It is understood that the rights of the owners of the Series 2013 Bonds and the enforceability of the Series 2013 Bonds, the Indenture, and the Loan Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law or facts that may hereafter occur.

Dated at Ramsey, Minnesota, _____ 26, 2013.

INDENTURE OF TRUST

between

CITY OF RAMSEY, MINNESOTA

as Issuer

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Trustee

Dated as of _____ 1, 2013

Relating To

$_____	**$_____**
City Of Ramsey, Minnesota	**City Of Ramsey, Minnesota**
Lease Revenue Refunding Bonds	**Taxable Lease Revenue Refunding Bonds**
(PACT Charter School Project), Series 2013A	**(PACT Charter School Project), Series 2013B**

Briggs and Morgan, P.A. (CJC)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of _____ 1, 2013 (this "Indenture"), is made by and between the City of Ramsey, Minnesota, a body corporate and politic organized and existing under the laws of the State of Minnesota (the "Issuer"), and Wells Fargo Bank, National Association, a national banking association organized and existing under and by virtue of the laws of the United States of America, with its designated trust office located in Minneapolis, Minnesota, as trustee (the "Trustee").

W I T N E S S E T H:

WHEREAS, pursuant to and in accordance with the provisions of the Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152 to 469.1655, as amended (the "Act"), PCS Building Company, a Minnesota nonprofit corporation (the "Company"), has asked the Issuer to issue its Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013A, in the aggregate principal amount of $_____ (the "Series A Bonds") and its Taxable Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013B, in the aggregate principal amount of $_____ (the "Series B Bonds," and together with the Series A Bonds, the "Bonds") which will be used to: (i) advance refund the Issuer's Lease Revenue Bonds (PACT Charter School Project) Series 2004A (the "Prior Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 72,000 square foot public elementary and secondary schoolhouse located at 7250 Ramsey Parkway East Northwest in the City of Ramsey, Minnesota (the "City") (the "Project"), owned by the Company and leased to PACT Charter School (the "School"); (ii) fund a debt service reserve fund; and (iii) pay the costs of issuing the Bonds; and

WHEREAS, pursuant to and in accordance with the Act, the Issuer is authorized to issue revenue bonds or other debt obligations repayable solely from revenues derived from the sale, operation or leasing of projects or other payments received under financing agreements with respect thereto; and

WHEREAS, the Company has received the approval by resolution of the City Council of the Issuer (the "City Council") for the issuance of the Bonds; and

WHEREAS, the Issuer has undertaken to refinance the Project by loaning the proceeds from the sale of the Bonds to the Company pursuant to the provisions of a Loan Agreement, of even date herewith, between the Issuer and the Company (the "Loan Agreement"); and

WHEREAS, all things necessary to make the Bonds when authenticated by the Trustee and issued as provided in this Indenture, the valid, binding, and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds, and to constitute this Indenture a valid assignment of the rights of the Issuer under the Loan Agreement, have been done and performed, and the creation, execution, and delivery of this Indenture, and the creation, execution, and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds issued hereunder by the registered owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of

all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in the following to the Trustee and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Issuer hereinafter set forth (collectively, the "Trust Estate"):

GRANTING CLAUSE FIRST

The Loan Agreement, including all extensions and renewals of the term thereof, if any, together with all right, title, and interest of the Issuer in and to the Loan Agreement, including, but not limited to, the present and continuing right to make claim for, collect, receive, and receipt for any of the sums, amounts, income, revenues, issues, and profits and any other sums of money payable or receivable under the Loan Agreement or the Pledge Agreement (except for amounts payable to the Issuer under Sections 4.2(b), 7.3 and 8.4 of the Loan Agreement), to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer under the Loan Agreement is or may become entitled to.

GRANTING CLAUSE SECOND

All money, assets, and securities from time to time held by the Trustee under the terms of this Indenture, except for moneys deposited with or paid to the Trustee for the redemption of specific Bonds, which moneys shall be held in trust for the registered owners of such specific Bonds only and except for moneys in the Rebate Fund.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said Trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future registered owners of the Bonds, from time to time, issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article VIII hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture shall remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the amounts payable under the Loan Agreement and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective registered owners of the Bonds as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 ***Definitions.*** The following words and phrases shall have the following meanings:

"Account Control Agreement" means the Account Control Agreement, dated as of _____ 1, 2013 between the Trustee, the School, and _____.

"Act" means the Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152 through 469.1655, as amended.

"Additional Bonds" means any additional bonds issued and secured in accordance with Section 2.12 of this Indenture.

"Adjusted Pledged Revenues" shall mean the Adjusted Pledged Revenues of the School as defined in the Pledge Agreement.

"Bond Counsel" means Briggs and Morgan, Professional Association, or any other firm of nationally recognized bond counsel acceptable to the Issuer and the Company.

"Bond Fund" means the fund created pursuant to Section 5.06 of this Indenture.

"Bond Purchase Agreement" means the Bond Purchase Agreement dated as of _____, 2013 by and among the Original Purchaser, the Issuer, the Company, and the School.

"Bond Registrar" means the Trustee in its capacity as registrar of the Bonds.

"Bond Year" means the one-year period beginning on each _____ 1 and ending on the last day of each subsequent _____, except that the first Bond Year shall begin on the date of issuance of the Bonds and end on _____, 2014.

"Bonds" means the Series A Bonds and the Series B Bonds and any Additional Bonds.

["Bus Loan" means the loan evidenced by the $9,000 Business Note, dated June 9, 2003, by the Company to the Bus Loan Lender and secured by a lien on certain vehicles.]

["Bus Loan Lender" means M&I Marshall Ilsley Bank, a national banking association.]

"Business Day" means a day on which banking business is transacted in the city in which the Trustee has its designated corporate trust office.

"City" means the City of Ramsey, Minnesota.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

"Company" means PCS Building Company, a Minnesota nonprofit corporation, and any successor owner of the Schoolhouse.

"Company Certificate" means a certificate signed by the Company Representative.

"Company Representative" means the person or persons at the time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Company by its President. Such certificate may designate an alternate or alternates.

"Costs of Issuance Fund" means the fund created pursuant to Section 5.14 of this Indenture.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Company.

"Date of Issuance" means the date the Bonds are issued.

"Default" and "Event of Default" mean with respect to any Default or Event of Default under the Loan Agreement or the Indenture, any occurrence or event specified and defined by Section 8.1 of the Loan Agreement or by Section 9.01 hereof.

"Depository" shall mean The Depository Trust Company, New York, New York, or its successors and assigns, or such substitute depository institution as shall be designated by the Issuer in accordance with Section 2.11.

"Depository Bonds" shall mean Bonds in the form of one certificate for each maturity and governed by Section 2.11 hereof.

"Determination of Taxability" means receipt by the Issuer of a written notification of the issuance, prior to the maturity date or redemption of all Outstanding Series A Bonds, of a statutory notice of deficiency by the United States Department of the Treasury, Internal Revenue Service, or a decision by a court of competent jurisdiction, holding in effect that interest on any Series A Bond is included for federal income tax purposes in the gross income of the registered owner thereof, which statutory notice or court decision is either (a) not contested by the Company in accordance with Section 6.8 of the Loan Agreement or (b) contested by the Company in accordance with Section 6.8 of the Loan Agreement and resolved adversely to the interests of, or abandoned by, the Company.

"EMMA" means the Electronic Municipal Market Access system established by the Municipal Securities Rulemaking Board with the support of the Securities and Exchange Commission, or any successor system, which can be accessed on the date hereof at www.emma.msrb.org.

"Escrow Agent" means Wells Fargo Bank, National Association, a national banking association, and its successors or assigns.

"Escrow Agreement" means the Escrow Agreement of even date herewith, between the Company, the Issuer, and the Escrow Agent.

"Escrow Fund" means the fund created by the Escrow Agreement.

"Fiscal Year" means any period of 12 consecutive months adopted by the Company or the School, as applicable, as its fiscal year for financial reporting purposes and initially means the period beginning July 1 of each year and ending on June 30 of the next year.

"Generally Accepted Accounting Principles" means those accounting principles applicable in the preparation of financial statements of the Company or the School, as applicable, as promulgated by the Financial Accounting Standards City Council or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

"Governmental Obligations" means direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury) of the United States of America.

"Improvement" means any addition, enlargement, improvement, extension or alteration of or to the Schoolhouse as it then exists (other than the expansion to be financed from the proceeds of the Bonds as contemplated hereunder), and any fixtures, structures or other facilities acquired or constructed by the Company and located on the Project Site.

"Income Available for Debt Service" means, for any period, the excess of revenues over operating and non-operating expenses of the School, as determined in accordance with generally accepted accounting principles (but excluding extraordinary items and excluding unrealized gains or losses on the valuation of investments) plus amounts that have been deducted for (a) payments under the Lease with respect to interest on the Bonds **[and the Subordinate Loans]**, (b) interest on other Indebtedness with a stated maturity of more than one year, (c) amortization and (d) depreciation.

"Indebtedness" means (i) all the indebtedness of the obligor for borrowed money which has been incurred in connection with the acquisition of assets; and (ii) the capitalized value of the liability under any lease or real or personal property which is properly capitalized on the statement of assets, liabilities, and fund balances of the obligor in accordance with generally accepted accounting principles consistently applied.

"Indenture" means this Indenture of Trust between the Issuer and the Trustee, pursuant to which the Bonds are authorized to be issued, including any indenture supplemental hereto and any amendments hereof.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and who is not a full-time employee, director or shareholder of the Issuer, the Company or the School.

"Interest Payment Date" means _____ 1 and _____ 1 of each year, commencing _____ 1, 201_.

"Issuer" means the City of Ramsey, Minnesota, a municipal corporation organized and existing under the laws of the State of Minnesota, and any successor.

"Issuer Fee" means the Issuer's fee for issuing the Bonds in the aggregate amount set forth in Section 4.2(b) of the Loan Agreement.

"Issuer Representative" means the Mayor of the Issuer, and any other person or persons at the time designated to act on behalf of the Issuer by written certificate furnished to the Company and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Issuer by its duly authorized agent. Such certificate may designate an alternate or alternates.

"Lease" means the Amended and Restated Lease Agreement, dated as of _____ 1, 2013, with respect to the Schoolhouse by and between the Company, as lessor, and the School, as lessee, and any amendment thereto.

"Lease Aid" means amounts received by the School from the State pursuant to Minnesota Statutes, Section 124D.11, subdivision 4, to fund payments due under the Lease, or any replacement therefor pursuant to a successor statute.

"Lease Revenues" means the revenues to be received by the Company from the School pursuant to the Lease.

["Line of Credit" means the revolving line of credit in the amount of up to $600,000 between the School and the Line of Credit Lender.

"Line of Credit Lender" means Wells Fargo Bank, National Association, a national banking association.]

"Loan Agreement" means the Loan Agreement, dated as of _____ 1, 2013, between the Issuer and the Company, and any amendments and supplements thereto.

"Loan Repayments" shall mean the payments required to be made by the Company pursuant to Section 4.2(a) of the Loan Agreement.

"Majority Bondholder" shall mean any beneficial owner of or owners who together own greater than 50% of the aggregate Outstanding principal amount of the Bonds.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of New York, its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company by notice to the Trustee.

"Mortgage" means the Amended and Restated Mortgage, Security Agreement and Assignment of Rents, dated as of _____ 1, 2013, from the Company in favor of the Trustee, and all amendments thereof and supplements thereto.

"Original Purchaser" means Dougherty & Company LLC, as the underwriter of the Bonds.

"Outstanding" means Bonds which have been authenticated and delivered by the Trustee under the Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash funds or noncallable Governmental Obligations shall have been theretofore deposited with the Trustee in accordance with Article VIII of the Indenture; and

(c) Bonds in lieu of which others have been authenticated under Sections 2.07, 2.08, or 3.05 of this Indenture.

"Payment Date" means _____ 1 of each year, commencing _____ 1, 2014.

"Permitted Encumbrances" means, as of any particular time, "permitted encumbrances" as defined in the Mortgage.

"Permitted Investments" means the following investments, if and to the extent the same are legal for investment, with regard to any money held as part of the Revenue Fund, the Bond Fund, the Reserve Fund, the Costs of Issuance Fund, or any other fund held by the Trustee pursuant to this Indenture:

(a) bills, certificates of indebtedness, notes, bonds or similar securities which are direct obligations of, or the principal and interest of which are unconditionally guaranteed by, the United States of America;

(b) direct and general obligations of any state of the United States of America or any municipality or political subdivision of such state, or obligations of any corporation, if such obligations are in one of the two highest rating categories by Standard & Poor's Corporation or Moody's Investors Service, or, upon the discontinuance of either or both of such rating agencies, any other nationally recognized rating service;

(c) negotiable or non-negotiable certificates of deposit, time deposits, or other similar banking arrangements, issued by any nationally or state-chartered bank (including the Trustee) or trust company or any savings and loan association, domiciled in the State, if either (i) the long-term obligations of such bank or trust company are rated in one of the two highest rating categories by Standard & Poor's Corporation or Moody's Investors Service, or, upon the discontinuance of either or both of such rating services, any other nationally recognized rating service or (ii) the deposits are continuously secured as to principal, but only to the extent not insured by the Federal Deposit Insurance Corporation, or similar corporation chartered by the United States of America, (1) by lodging with a bank or trust company, as collateral security, obligations described in paragraph (a) or (b) above or other marketable securities eligible as security for the deposit of trust funds under applicable regulations of the Comptroller of the Currency of the United States of America or applicable state law or regulations, having a market value (exclusive of accrued interest) not less than the amount of such deposit, or (2) if the furnishing of security as provided in clause (1) of this paragraph is not permitted by applicable law, in such manner as may then be required or permitted by applicable state or federal laws and regulations regarding the security for the deposit of trust funds;

(d) repurchase agreements with respect to obligations listed in paragraph (a) or paragraph (b) above if entered into with a nationally or state-chartered bank domiciled in the State (including the Trustee), trust company domiciled in the State or a broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) which is a member of the Securities Investors Protection Corporation if (i) such obligations that are the subject of such repurchase agreement are delivered to the Trustee or are supported by a safekeeping receipt issued by a depository, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at current market value, calculated no less frequently than monthly, of not less than the repurchase price, (ii) a prior perfected security interest in the obligations which are the subject of such repurchase agreement has been granted to the Trustee, and (iii) such obligations are free and clear of any adverse third-party claims;

(e) commercial paper maturing in 270 days or less and rated in the highest rating category by two nationally recognized rating services;

(f) money market mutual funds invested solely in obligations listed in paragraphs (a), (b), or (c) above including funds offered or managed by the Trustee or its affiliates;

(g) agreements or contracts for guaranteed investment contracts issued or guaranteed by financial institutions, United States commercial banks, domestic branches of foreign banks,

United States insurance companies, or their Canadian subsidiaries. The credit quality of the issuer's or guarantor's long-term unsecured debt must be rated in one of the three highest categories by a nationally recognized rating agency;

(h) certificates or receipts issued by any nationally or state-chartered bank, domiciled in the State, trust company domiciled in the State or broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) which is a member of the Securities Investors Protection Corporation, organized and existing under the laws of the United States of America or any state thereof, the outstanding unsecured long-term debt of which is rated in either of the two highest rating categories by Standard & Poor's Corporation or Moody's Investors Service, or, upon the discontinuance of either rating services, in the capacity of custodian, which certificates or receipts evidence ownership of a portion of the principal of or interest on Government Obligations held (which may be in book entry form) by such bank, trust company or broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) as custodian;

(i) tax-exempt obligations (as defined in section 150(a)(6) of the Code and which are not "investment property" as defined in Section 148(b)(2) of the Code) rated in one of the two highest rating categories by Standard & Poor's Corporation or Moody's Investors Service, or, upon the discontinuance of either rating service or both of such rating services, any other nationally recognized rating service; and

(j) U.S. dollar denominated deposit accounts, federal funds with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by Standard & Poor's and "P-1" by Moody's and maturing no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank.)

Notwithstanding the foregoing, "Permitted Investments" shall not include a financial instrument, commonly known as a "derivative," whose performance is derived, at least in part, from the performance of any underlying asset, including, without limitation, futures, options on securities, options on futures, swap agreements, forward purchase contracts, structured notes, and participations in pools of mortgages or other assets.

"Pledge Agreement" means the Pledge and Covenant Agreement, dated as of _____ 1, 2013, by and between the School and the Trustee.

"Prior Bonds" means the Issuer's Lease Revenue Bonds (PACT Charter School Project) Series 2004A, issued in the original principal amount of $11,125,000.

"Prior Trustee" means Wells Fargo Bank, National Association.

"Project" means the advance refunding of the Prior Bonds, the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 72,000 square foot public elementary and secondary schoolhouse located at 7250 Ramsey Parkway East Northwest in the City.

"Project Building" means collectively (i) the improvements, machinery, equipment and other tangible property on the Project Site which are described generally in Exhibit B to the Loan Agreement and the improvements, machinery, equipment and other tangible property that will be acquired, constructed, installed and equipped on the Project Site with proceeds of the Bonds, and (ii) any item of machinery, equipment or other tangible property acquired in substitution for, or as a renewal or

replacement of, or a modification or improvement to, any property described in (i) above, pursuant to the provisions of Section 4.4 of the Loan Agreement.

"Project Costs" shall have the meaning ascribed to such term in the Loan Agreement.

"Project Site" means the real estate described in EXHIBIT A of the Loan Agreement, on which the Project Building is situated, which real estate will be owned by the Company, less any interests in real property, easements, licenses, rights of way or similar rights and privileges as may be taken by the exercise of the power of eminent domain.

"Rebate Analyst" means the "Rebate Analyst" as defined in Section 5.22 of this Indenture.

"Rebate Fund" means the fund created pursuant to Section 5.22 of this Indenture.

"Registered Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of the Indenture.

"Regular Record Date" means, with respect to the Bonds, the 15th day of the calendar month preceding an Interest Payment Date.

"Reserve Fund" means the fund created pursuant to Section 5.10 of this Indenture.

"Reserve Fund Requirement" means $_____ with respect to the Series 2013 Bonds and, with respect to any Additional Bonds, the least of: (a) 10% of the original issue price of the Bonds; (b) the maximum annual debt service in any Bond Year on the Bonds (excluding amounts in the final maturity of the Bonds to be paid from the application of the Reserve Fund); or (c) 125% of the average annual debt service on the Bonds.

"Revenue Fund" means the fund created pursuant to Section 5.02 of this Indenture.

"School" means PACT Charter School, a Minnesota nonprofit corporation, formed as a public (charter) school pursuant to Minnesota Statutes, Section 124D.10.

"Schoolhouse" means the approximately 72,000 square foot public elementary and secondary schoolhouse located at 7250 Ramsey Parkway East Northwest in the City.

"School Representative" means the person or persons at the time designated to act on behalf of the School by written certificate furnished to the Issuer and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the School by its President. Such certificate may designate an alternate or alternates.

"Security Agreements" means, collectively, the Loan Agreement, Lease, Mortgage, Disbursing Agreement, the Account Control Agreement, and Pledge Agreement.

"Series A Bonds" means the Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013A, issued by the Issuer in the principal amount of $_____ and issued under and secured by this Indenture.

"Series B Bonds" means the Taxable Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013B, issued by the Issuer in the principal amount of $_____ and issued under and secured by this Indenture.

"Special Record Date" means that date specified by the Trustee for the payment of any defaulted interest.

"State" means the State of Minnesota.

"Subordinate Loans" means **[the Line of Credit, the Bus Loan, and]** any permitted additional Indebtedness of the Company or the School payment of which is expressly made subordinate to the payment of the Bonds and any Additional Bonds.

"Sweep Account" means the State Aid Revenues Account established and maintained pursuant to the Pledge Agreement by the School at **[Wells Fargo Bank, National Association]** and of which the Trustee has control pursuant to the Account Control Agreement.

"Tax-Exempt Bonds" means the Series 2013A Bonds and any Additional Bonds the interest on which is intended to be excluded from gross income for federal income tax purposes.

"Tax Regulatory Agreement" means the Tax Regulatory Agreement, dated the Date of Issuance, between the Issuer, the Company, and the School.

"Term Bonds" means the Series A Bonds maturing on _____ 1, 20__, _____ 1, 20__, and _____ 1, 20__ and the Series B Bonds maturing on _____ 1, 20__.

"Title Insurer" means Commercial Partners Title, LLC.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses of the Indenture.

"Trustee" means Wells Fargo Bank, National Association, a national banking association with a designated corporate trust office in Minneapolis, Minnesota, as trustee under the Indenture, and its successors in trust and assigns.

"Value" means that value, which shall be determined between 45 and 60 days prior to each Interest Payment Date, of the cash and any investments in the Reserve Fund, which shall be calculated by the Trustee, which may engage the pricing service of any national pricing firm to assist in such determination, as follows: (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times), the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times, the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers at the time making a market in such investments or the bid price published by a nationally recognized pricing service; (c) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; (d) as to cash, the actual amount thereof; and (e) as to any investment not specified above, the value thereof established by prior agreement among the Company and the Trustee.

Section 1.02 ***Rules of Construction***. The following rules shall apply to the construction of this Indenture unless the context clearly indicates to the contrary:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Indenture. The term "heretofore" means before the date of this Indenture and the term "hereafter" means after the date of this Indenture.

(c) Words importing the redemption or calling for redemption of Bonds shall not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(d) Articles and Sections mentioned by number only are the respective articles and sections of this Indenture so numbered. References to "this Article," "this Section" or "this subsection" shall refer to the particular article, section or subsection in which such reference appears. All references herein to particular Articles or Sections are references to Articles or Sections of this Indenture.

(e) The headings herein are solely for convenience of reference and shall not constitute a part of this Indenture nor shall they affect its meaning, construction or effect.

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ARTICLE II

THE BONDS

Section 2.01 ***Authorized Amount of the Bonds***. The aggregate principal amount of the Series A Bonds that may be issued under this Indenture is $_____, and the aggregate principal amount of the Series B Bonds that may be issued under this Indenture is $_____.

Section 2.02 Issuance of Bonds.

(a) The Bonds shall be designated "Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A" and "Taxable Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013B," respectively The Bonds shall be issuable only in fully registered form in minimum denominations of **[$25,000]** or any integral multiple of $5,000 in excess thereof. Unless the Issuer shall otherwise direct, the fully registered Bonds shall be numbered consecutively from R-1 upward.

(b) The Bonds shall be dated as of their date of original issuance, and shall be authenticated initially as of their date of issuance and thereafter as of the Interest Payment Date next preceding the date of issue (pursuant to Section 2.04 hereof), exchange or transfer, unless the date of such issuance, exchange or transfer is an Interest Payment Date, in which case the date of authentication shall be that Interest Payment Date. If interest on the Bonds shall be in Default, Bonds issued in exchange for Bonds surrendered for transfer or exchange shall be authenticated as of the date to which interest has been paid in full on the Bonds surrendered or, if no interest has been paid on the Bonds, the date of the first authentication and delivery of Bonds hereunder.

(c) The Bonds shall bear interest from their dated date, payable semi-annually on each Interest Payment Date, computed on the basis of a 360-day year composed of twelve 30-day months.

(d) The Bonds mature on the dates and bear interest at the rates set forth below:

Series A Bonds

Maturity Date (_____ 1)	Principal Amount	Interest Rate
20__		%
20__		
20__		

Series B Bonds

Maturity Date (_____ 1)	Principal Amount	Interest Rate
20__	$_____	%

(e) The principal of and premium, if any, on the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Trustee in Minneapolis, Minnesota, or of its successor in trust, or at the duly designated office of any paying

agents. Payment of interest on any Bond shall be made to such person as is the Registered Owner thereof on the Regular Record Date, or the Special Record Date, as the case may be, and shall be paid by check or draft mailed to such person as is the Registered Owner on the Regular Record Date or the Special Record Date, as the case may be, at his address as it appears on the registration books of the Issuer. Interest shall also be payable by wire transfer to an account in a domestic financial institution designated in writing to the Trustee on or before the appropriate record date, upon request by, and at the expense of, a Registered Owner of at least $1,000,000 in initial aggregate principal amount of the Bonds.

(f) The Trustee is hereby designated and agrees to act as Bond Registrar and paying agent for and in respect to the Bonds.

Section 2.03 ***Execution; Limited Obligation***. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signatures of the officers of the Issuer designated to sign the Bonds in a resolution of the Issuer, under the official seal, or a facsimile thereof, of the Issuer. Any facsimile signature shall have the same force and effect as if said officers had manually signed the Bonds. Any reproduction of the official seal of the Issuer on the Bonds shall have the same force and effect as if the official seal of the Issuer had been impressed on the Bonds and the seal may be omitted as authorized by law.

In case any officer of the Issuer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the authentication by the Trustee and delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery; and any Bond may be signed on behalf of the Issuer by such persons as, at the time of execution of such Bond, shall be the proper officers of the Issuer, even though at the date of such Bond or of the execution and delivery of this Indenture any such person was not such officer.

The Bonds issued by the Issuer shall not be deemed to constitute a debt, liability, or obligation of the Issuer, the County, or the State or any political subdivision thereof within the meaning of any constitutional or statutory limitation, and the Bonds shall be payable solely from revenues derived from the sale, operation, or leasing of the Schoolhouse and payments received pursuant to the Loan Agreement and the Pledge Agreement, and in the event of default, the Mortgage, pursuant to its terms (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof and, under certain circumstances, to proceeds from insurance and condemnation awards) and shall be a valid claim of the Registered Owners thereof only against the Revenue Fund, the Bond Fund, the Reserve Fund, and other moneys held by the Trustee (except the Rebate Fund) and the amounts payable under the Loan Agreement and the Pledge Agreement, which amounts are hereby pledged, assigned and otherwise secured for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture. Neither the faith and credit nor the taxing power of the Issuer, the City, the State, or any other political subdivision or agency thereof is pledged to the payment of the principal of, premium, if any, or interest on such Bonds.

Section 2.04 ***Authentication***. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the form set forth on EXHIBIT A attached hereto, with appropriate variations, omissions, and insertions as permitted or required by this Indenture, shall have been duly executed by the Trustee substantially in the form set forth on EXHIBIT A attached hereto, and attached to such Bond, and such executed certificate of authentication of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered, and delivered under this Indenture. The Trustee's

certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer execute the certificate of authentication on all of the Bonds.

Section 2.05 ***Form of Bonds***. Subject to the provisions of Section 2.04, the Series A Bonds and the Series B Bonds are to be in substantially the forms set forth in the attached EXHIBIT A and EXHIBIT B, respectively.

Section 2.06 ***Delivery of Bonds***. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate and deliver to the Original Purchaser the Series A Bonds in the aggregate principal amount of $_____ and the Series B Bonds in the aggregate principal amount of $_____, as hereinafter in this Section provided.

Prior to the delivery by the Trustee of the Bonds there shall be filed with the Trustee:

(a) A copy, duly certified by the Issuer Representative (or other authorized representative of the Issuer), of the resolution adopted by the Issuer on May 13, 2013, authorizing the issuance of the Bonds and the execution and delivery of this Indenture, the Loan Agreement, the Tax Regulatory Agreement, and the Bond Purchase Agreement.

(b) Original executed counterparts of the Loan Agreement, the Lease, the Pledge Agreement, the Tax Regulatory Agreement, the Mortgage, this Indenture, the Escrow Agreement, and the Bond Purchase Agreement.

(c) A request and authorization to the Trustee on behalf of the Issuer and signed by the official(s) specified in the Resolution, to authenticate and deliver the Series A Bonds in the aggregate principal amount of $_____, and the Series B Bonds in the aggregate principal amount of $_____, upon payment to the Trustee, for the account of the Issuer, of a sum specified in such request and authorization.

(d) An executed opinion of Briggs and Morgan, Professional Association, to the effect that the Bonds have been authorized, issued and delivered and that the Interest on the Series A Bonds is excludable from the gross income of the Holders for federal income tax purposes, and, to the same extent, is excludable from the net taxable income of individuals, estates, and trusts for State of Minnesota income tax purposes, subject to customary exceptions.

(e) Such other documents as the Trustee may reasonably request.

Section 2.07 ***Mutilated, Lost, Stolen or Destroyed Bonds***. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond of like series, date, interest rate, maturity and denomination to the mutilated, lost, stolen or destroyed Bond, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with an indemnity satisfactory to the Trustee. In the event any such Bond (except a mutilated Bond) shall have matured, instead of issuing a duplicate Bond, the Trustee, on behalf of the Issuer, may pay the same without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument bond. The Trustee may charge the Registered Owner of such Bond with its reasonable fees and expenses for such service.

Every substitute Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, mutilated, stolen, destroyed or improperly canceled shall constitute an additional contractual obligation of the Issuer, whether or not the lost, destroyed or improperly canceled Bond shall be at any time enforceable, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, mutilated, stolen, destroyed or improperly canceled Bonds, notwithstanding any law or statute now existing or hereafter enacted.

Section 2.08 ***Registration, Transfer and Exchange of the Bonds; Persons Treated as Registered Owners***. The Trustee is hereby constituted and appointed the Bond Registrar of the Issuer and shall keep for and on behalf of the Issuer books for the registration and for the transfer of the Bonds as provided in this Indenture. The principal of any Bond shall be payable only to or upon the order of the Registered Owner or his legal representative. Upon surrender for transfer of any Bond at the designated corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate, date and deliver in the name of the transferee or transferees a new Bond or Bonds for a like aggregate principal amount.

Bonds may be exchanged at the designated corporate trust office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series, date, interest rate and maturity. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the Registered Owner making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the Issuer of any Bond of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

In each case, the Trustee shall require the payment by the Registered Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and of any other expenses necessarily incurred in connection with such transfer.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.09 ***Destruction of Bonds***. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount or interest represented thereby, or for replacement pursuant to Section 2.07 hereof or for transfer pursuant to Section 2.08 hereof, such Bond shall be promptly canceled and cremated or otherwise destroyed by the Trustee in accordance with its record retention policies then in effect .

Section 2.10 ***Temporary Bonds***. Until Bonds in definitive form are ready for delivery, the Issuer may execute, and upon the request of the Issuer, the Trustee shall authenticate and deliver, subject to the provisions, limitations and conditions set forth above, one or more Bonds in temporary form, whether printed, typewritten, lithographed or otherwise produced, substantially in the form of the definitive Bonds, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit of this Indenture. Upon the presentation and surrender of any Bond or Bonds in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Trustee, and the

Trustee shall authenticate and deliver, in exchange therefor, a definitive Bond or definitive Bonds. Such exchange shall be made by the Trustee without making any charge therefor to the registered owner of such Bond in temporary form. Such temporary bonds will be numbered consecutively upward from T-1.

Section 2.11 ***Book Entry Provisions***.

(a) Notwithstanding the other provisions of this Indenture regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in the denominations provided in Section 2.02(a), the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of a particular maturity of each series of Bonds (or if a portion of said principal amount is prepaid, said principal amount less the prepayment amount); such Bonds to be registered in the name of the Depository or its nominee. The Bonds shall be solely in the denomination of the entire principal amount of a particular maturity except as provided in this Section. So long as the Bonds are held by The Depository Trust Company as Depository, the Trustee shall comply with the provisions of the Letter of Representations between the Issuer and The Depository Trust Company.

(b) Upon (i) a determination by the Issuer that the Depository is no longer able to carry out its functions or is otherwise determined unsatisfactory by the Issuer in its sole discretion, or (ii) a determination by the Depository that the Bonds are no longer eligible for its depository services, or (iii) notification that the Depository has resigned or discontinued its services for the Bonds, the Issuer shall either (1) designate a substitute depository in accordance with this Section, or (2) provide for the exchange of Depository Bonds for Bonds in the denominations provided in Section 2.02(a).

(c) If the Issuer determines to provide for the exchange of Depository Bonds for certificated Bonds in the denominations provided in Section 2.02(a), the Issuer shall so notify the Trustee and shall provide the Trustee with a supply of executed unauthenticated Bonds to be so exchanged. The Trustee shall thereupon notify the Owners of the Bonds and provide for such exchange.

(d) Any substitute depository shall be a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds, (ii) registration and transfer of beneficial ownership of interests in the Depository Bonds by book entries made on records of the Depository and participating entities, and (iii) payment of principal of, premium, if any, and interest to the Depository participating entities.

(e) So long as the Bonds are Depository Bonds, the following provisions shall apply, notwithstanding anything to the contrary in this Indenture. The principal or Redemption Price of the Bonds shall be payable by the Trustee when due by wire transfer in same day funds, and if the payment is of only part of the principal hereof, the Trustee shall mail by first-class mail to the Depository a written statement of the principal amount paid as to the Bonds of each maturity Outstanding following such payment, and the Depository as Holder shall upon such payment make a notation on the Register of Partial Payments attached to the Bond of the principal amount paid, provided that the Holder may at its option surrender the Bond for exchange for a Bond registered with the new principal amount and provided that the Bonds shall be surrendered for payment upon redemption in full or at maturity. Such notation, if made by the Holder, shall be

for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of the Bonds outstanding, unless the Trustee has signed the appropriate column of the Register of Partial Payments. Interest is payable by wire transfer in same day funds from the Trustee to the person in whose name the Bond is registered as of the close of business of the 15th day of the month immediately preceding an Interest Payment Date, whether or not a Business Day, at such person's address as it appears on the bond registration books of the Trustee. The transfer permitted pursuant to Section 2.08 shall occur only with respect to Bonds of a minimum denomination of the remaining principal amount of an entire maturity thereof so long as the Bonds are Depository Bonds. Depository Bonds are not exchangeable for fully registered bonds of smaller denominations except to evidence a partial prepayment or in exchange for replacement Bonds if then available. Upon a partial redemption of a Bond which results in the stated amount thereof being reduced, the Holder may in its discretion make notation on the Register of Partial Payments attached to the Bond of such redemption, stating the amount so redeemed. Such notation, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of the Bond Outstanding, unless the Trustee has signed the appropriate column of the panel. Otherwise, the Holder may surrender the Bond to the Trustee (with, if the Issuer or the Trustee so requires, a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed by the Owner thereof or his attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Trustee shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond having the same stated maturity and interest rate and of the authorized denomination in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Section 2.12 ***Additional Bonds***. The Issuer, at the request of the Company, is authorized to issue Additional Bonds secured and payable on a parity basis with the Bonds provided that, prior to the issuance of any such Additional Bonds, the following terms and conditions have been met:

(a) the Trustee has received a copy, duly certified by the Administrator of the Issuer, of the resolution adopted by the Issuer authorizing the issuance of such Additional Bonds and the execution and delivery of: (i) a supplemental indenture, supplementing and amending this Indenture, which supplemental indenture shall not require the approval of any Registered Owner of the Bonds, providing the date, interest rates and maturities of such Additional Bonds, options and requirements for redemption prior to maturity with respect to such Additional Bonds, deposit of proceeds to the various funds and accounts, and such other terms as may be required by reason of the foregoing and which adopts the applicable provisions of this Indenture; (ii) an amendment supplementing and amending the Loan Agreement; and (ii) an amendment to the Lease pursuant to which the School is obligated to make additional Lease Payments sufficient to pay the principal and interest due with respect to such Additional Bonds and any related costs or expenses;

(b) the Trustee has either (1) received (i) an opinion or report of an independent certified public accountant to the effect that the Income Available for Debt Service for the Fiscal Year immediately preceding the date on which such Additional Bonds are to be issued for which audited financial statements are available totals at least 120% of maximum amount of payments due under the Lease, plus principal and interest payable in any Fiscal Year on the School's Indebtedness (including such requirements for the proposed Additional Bonds but excluding such requirements for any Indebtedness to be refinanced thereby) payable in any Fiscal Year, and (ii) a certificate of the chief financial officer of the School, verified by an independent certified public accountant, to the effect that the School reasonably projects that the Income Available for Debt Service for each of the School's two Fiscal Years beginning with the Fiscal Year in which any

improvements being financed by such proposed Additional Bonds are to be placed in service, or, if no improvements are to be financed thereby, beginning with the first Fiscal Year after the Fiscal Year in which the proposed Additional Bonds are to be issued, will be at least 130% of the maximum amount of payments due under the Lease, plus principal and interest payable in any Fiscal Year on the School's Indebtedness (including such requirements for the proposed Additional Bonds but excluding such requirements for any Indebtedness to be refinanced thereby); or (2) received the prior written consent of the Majority Bondholder to the issuance of such Additional Bonds;

(c) the Trustee has received a certificate of the Company Representative to the effect that there is no Event of Default then existing under the Loan Agreement or this Indenture;

(d) the Trustee has received an opinion of Bond Counsel to the effect that the issuance of such Additional Bonds will not cause interest on any Outstanding Tax-Exempt Bonds to become included in gross income for federal income tax purposes;

(e) the Trustee has received original executed counterparts of the agreement supplementing and amending the Loan Agreement and the Lease, and the supplemental indenture supplementing and amending the Indenture;

(f) the Trustee has received a request and authorization to the Trustee on behalf of the Issuer and signed by its Issuer Representatives to authenticate and deliver such Additional Bonds to the purchasers therein identified, upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization, plus accrued interest thereon, if any, to the date of delivery;

(g) the Trustee has received an executed opinion of Bond Counsel to the effect that (i) the Additional Bonds have been duly authorized, executed, and delivered, and constitute the binding limited obligations of the Issuer, enforceable in accordance with their terms, subject to normal bankruptcy exceptions, and (ii) the interest on such Additional Bonds is not includable in gross income for federal income tax purposes (unless it is intended that such interest be includable in gross income for federal income tax purposes); and

(h) the Trustee has received written confirmation from any Rating Agency then maintaining a rating on the Bonds that the rating on the Bonds will not be adversely affected by the issuance of the Additional Bonds.

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ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01 ***Redemption Dates and Prices***. (a) The Bonds shall be subject to redemption at any time upon the occurrence of any of the following events: (i) the Schoolhouse or any portion thereof is damaged or destroyed or taken in a condemnation proceeding to which Section 5.2(b) of the Loan Agreement is applicable, (ii) any of the events specified in Section 9.2 of the Loan Agreement have occurred and upon the Company's exercising its option to prepay the loan pursuant to Section 9.1 of the Loan Agreement or (iii) upon acceleration because of an Event of Default. If called for redemption at any time pursuant to clause (i), (ii) or (iii) above, the Bonds shall be subject to redemption by the Issuer prior to maturity at any time in whole or (in the case of redemption pursuant to Section 5.2(b) of the Loan Agreement) in part, in such manner as the Company may direct, less than all of such Bonds of a single maturity to be selected randomly in such manner as the Trustee may determine, such redemption to be at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

(b) The Series A Bonds maturing after _____ 1, 202_ are subject to redemption by the Issuer at the option of the Company on any day from and after _____ 1, 202_, in whole or in part on any date, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date of redemption.

Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof (and so long as no Bond is outstanding in an amount less than **[$25,000]**). If only a portion of the Bonds are redeemed, such Bonds to be redeemed shall be selected from Maturities designated by the Company. If less than all of one maturity are to be redeemed, Bonds of such maturity shall be selected randomly in such manner determined by the Trustee.

Where Bonds shall be called for optional redemption as set forth above, the Bonds shall be called for redemption by the Trustee as herein provided upon receipt by the Trustee at least 30 days prior to the redemption date of a Company Certificate directing such redemption. Such certificate shall specify the redemption date, the principal amount of the Bonds or portions thereof so to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption.

The Series B Bonds are not subject to optional redemption.

(c) The Bonds shall be redeemed upon a Determination of Taxability, in whole but not in part, within 30 days after the date of the Determination of Taxability and at a redemption price equal to 103% of the principal amount of the Series A Bonds, plus accrued interest to the redemption date, and 100% of the Series B Bonds, plus accrued interest to the redemption date.

(d) The Bonds are subject to mandatory sinking fund redemption prior to maturity, and are to be redeemed randomly or such other manner as the Trustee may determine, at 100% of the principal amount thereof plus accrued interest to the date of redemption, on the following dates and in the following principal amounts:

Series A Bonds Maturing _____ 1, 202_

Payment Date (_____ 1)	Principal Amount	Payment Date (_____ 1)	Principal Amount

_____
*Final Maturity

Series A Bonds Maturing _____ 1, 202_

Payment Date (_____ 1)	Principal Amount	Payment Date (_____ 1)	Principal Amount

_____
*Final Maturity

Series A Bonds Maturing _____ 1, 202_

Payment Date (_____ 1)	Principal Amount	Payment Date (_____ 1)	Principal Amount

_____
*Final Maturity

Series B Bonds Maturing _____ 1, 202_

Redemption Date (_____ 1)	Principal Amount

_____
*Final Maturity

As and for a sinking fund for the redemption of the Bonds there shall be deposited into the Bond Fund, a sum sufficient to redeem (after credit as provided below) the applicable principal amount of the Bonds on the applicable dates at the redemption price stated above.

At the option of the Company, to be exercised by facsimile transmission not less than 45 days next proceeding any sinking fund redemption date of a written certificate to the Trustee, the Company may (i) deliver to the Trustee for cancellation Bonds in an aggregate principal amount desired by the Company or (ii) specify a principal amount of Bonds which, prior to said date, have been redeemed (otherwise than through mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Bond so delivered or previously redeemed shall be credited by the Trustee at 100% of the principal amount against the obligation of the Issuer on such mandatory sinking fund redemption date, and any excess shall be so credited against future sinking fund redemption obligations on such Bonds in chronological order. In the event the Company shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the Bonds to be canceled.

Section 3.02 ***Notice of Redemption***. (a) Notice of the call for any redemption, identifying the Bonds or portions thereof to be redeemed, shall be given by the Trustee by mailing a copy of the redemption notice by first-class mail at least 30 days and not more than 45 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure has occurred; and provided also that no such notice shall, with respect to a redemption pursuant to Section 3.01(a)(i), 3.01(a)(ii) or 3.01(b) shall be mailed unless the Trustee has sufficient moneys and/or Governmental Obligations on deposit (or has received evidence that an escrow bank has sufficient moneys and/or Governmental Obligations on deposit) to pay the principal of, premium, if any, and interest on the Bonds being so redeemed. The notice of redemption shall set forth the complete title of the issue (including series designation), CUSIP number, the date of the issue, maturity, the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds of any one maturity then Outstanding shall be called for redemption, the distinctive numbers and letters of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed, and the place or places of redemption, including the name, address and phone number of a contact person. In the case of an optional redemption pursuant to Section 3.01(a)(i), 3.01(a)(ii) or 3.01(b), the notice may state (a) that it is conditioned upon the deposit of moneys, in an amount equal to effect the redemption, with the Trustee on or before the redemption date or (b) that the Company retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as hereinafter described. On or before the redemption date, funds sufficient to redeem such Bonds, including accrued interest thereon to the redemption date, shall be deposited with the Trustee. The Bonds thus called shall not, on or after the specified redemption date, bear any interest and, except for the purpose of payment, shall not be entitled to the lien of this Indenture. Any Conditional Redemption may be rescinded in whole or in part at any time on or before the redemption date if the Company delivers a certificate of the Company to the Issuer and the Trustee at least 5 days prior to the redemption date instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Company to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds

called for redemption and not so paid remain Outstanding. Any extraordinary costs incurred by the Trustee in connection with a rescission of a redemption shall be paid by the Company.

(b) The Trustee also shall provide a copy of such notice in an electronic format as prescribed by the Municipal Securities Rulemaking City Council (the "MSRB"), together with such identifying information as is prescribed by the MSRB at least 30 days and not more than 45 days prior to such redemption date; provided, however, that such notice shall not be a condition precedent to such redemption and failure to provide any such notice shall not affect the validity of any proceedings for the redemption of Bonds.

(c) Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice.

Section 3.03 ***Redemption Payments***. Prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called, together with accrued interest thereon to the redemption date and any required premium. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption, and such Bonds or portions thereof shall no longer be deemed to be Outstanding.

Section 3.04 ***Cancellation***. All Bonds which have been redeemed shall not be reissued but shall be canceled and cremated or otherwise destroyed by the Trustee in accordance with Section 2.09 hereof.

Section 3.05 ***Partial Redemption of Bonds***. Upon surrender of any Bond for redemption in part only, the Issuer shall execute and the Trustee shall authenticate and deliver to the owner thereof a new Bond or Bonds of the same series, date, interest rate and maturity, of authorized denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. In the event of any partial redemption, the Trustee shall provide, at the Company's request and expense, a new debt service schedule for the Bonds to the Company.

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ARTICLE IV

GENERAL COVENANTS

Section 4.01 ***Payment of Principal, Premium, if Any, and Interest***. The Issuer covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, but solely from the Trust Estate and from amounts paid upon an Event of Default, from the Mortgage. The principal of, premium, if any, and interest on the Bonds (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof and, under certain circumstances, to proceeds from insurance and condemnation awards) are payable solely from the amounts to be paid under the Loan Agreement and otherwise as provided herein and in the Loan Agreement and, under the Mortgage, pursuant to its terms, and the amounts under the Loan Agreement are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture shall be construed as pledging any other funds or assets of the Issuer. Neither the State nor the Issuer nor any political subdivision of the State shall in any event be liable for the payment of the principal of, premium, if any, or interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Issuer except to the extent of moneys pledged herein are sufficient therefor.

THE BONDS AND THE INTEREST THEREON SHALL NEVER CONSTITUTE THE DEBT OR INDEBTEDNESS OF THE ISSUER OR THE CITY WITHIN THE MEANING OF ANY PROVISION OR LIMITATION OF THE STATE CONSTITUTION OR STATUTES, AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

Section 4.02 ***Performance of Covenants; Issuer***. The Issuer covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture and in the Loan Agreement, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to assign the Loan Agreement and to pledge the amounts to be paid under the Loan Agreement and other amounts hereby pledged in the manner and to the extent herein set forth and that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken.

Section 4.03 ***Instruments of Further Assurance***. The Issuer will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers required for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer, except as herein and in the Loan Agreement and the Mortgage provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Schoolhouse, the amounts, revenues and receipts payable under the Loan Agreement or its rights under the Loan Agreement.

Section 4.04 ***Recording and Filing***. The Company has covenanted in the Loan Agreement that it will cause all financing statements (including continuation statements, but excluding the initial financing statements dated as of the date of issue which will be filed by Bond Counsel) related to this Indenture and all supplements thereto and the Loan Agreement and all supplements thereto, as well as the Mortgage and such other security agreements, financing statements and all supplements thereto and other

instruments as may be required or recommended from time to time by Company's counsel or by Bond Counsel to be kept, to be recorded and filed in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security of the Registered Owners of the Bonds and the rights of the Trustee hereunder, and, upon advice of counsel, to take or cause to be taken any and all other action necessary to perfect the security interest created by this Indenture, all at the expense of the Company.

Section 4.05 ***Inspection of Books***. All books and records in the Issuer's possession relating to the Schoolhouse and the amounts derived from the Schoolhouse shall at all reasonable times be open to inspection by such accountants or other agents as the Trustee or Majority Bondholder may from time to time designate in writing.

Section 4.06 ***Rights Under Loan Agreement***. The Loan Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Company, including provisions that subsequent to the issuance of Bonds and prior to their payment in full or provision for payment thereof in accordance with the provisions hereof, the Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, and reference is hereby made to the Loan Agreement for a detailed statement of said covenants and obligations of the Company thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Loan Agreement for and on behalf of the Registered Owners, whether or not the Issuer is in Default hereunder.

Section 4.07 ***Designation of Trustee as Bond Registrar and Paying Agent; Designation of Any Additional Paying Agents***. The Trustee is hereby designated and agrees to act as Bond Registrar and paying agent for and in respect to the Bonds. The Issuer hereby agrees to cooperate with the Trustee and the Company, when requested, and at the Company's expense, in designating any additional paying agents and in making available funds hereunder in payment of such of the Bonds as shall be presented when due at the principal office(s) of said additional paying agent(s).

Section 4.08 Determination of Taxability

(a) At such time as the Trustee receives written notification of a Determination of Taxability, the Trustee shall notify the Company, the Issuer, and EMMA thereof by certified mail, return receipt requested, postage prepaid.

(b) In the event the Trustee receives written notice from the Company that it is electing to contest a potential Determination of Taxability pursuant to Section 6.8 of the Loan Agreement, the Trustee shall promptly notify the Majority Bondholder and all Registered Owners of the Series A Bonds of such election.

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ARTICLE V

REVENUES AND FUNDS

Section 5.01 Application of Proceeds; Source of Payment of Bonds.

(a) The Trustee shall apply the proceeds from the initial sale of the Bonds (less original issue discount and net of Underwriter's discount), in the amount of $_____, as follows:

(i) to the Reserve Fund, an amount equal to $_____ from the proceeds of the Series A Bonds and $_____ from the proceeds of the Series B Bonds;

(ii) to the Cost of Issuance Fund, an amount equal to $_____ from the proceeds of the Series A Bonds and $_____ from the proceeds of the Series B Bonds; together with $_____ to be deposited by the Company on the Date of Issuance; and

(iii) to the Escrow Fund, an amount equal to $_____ from the proceeds of the Series A Bonds.

(b) The Bonds herein authorized and all payments by the Issuer hereunder are not general obligations of the Issuer but are special limited obligations payable solely from amounts derived from the Trust Estate and, upon an Event of Default and to the extent set forth therein, from the Mortgage, pursuant to the terms thereof.

Section 5.02 ***Creation of Revenue Fund***. There is hereby created and established with the Trustee a trust fund to be designated "City of Ramsey, Minnesota Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013 Revenue Fund."

Section 5.03 ***Payments into the Revenue Fund***. The Company will cause the School to deposit when due all rent payments due under the Lease directly to the Trustee for deposit in the Revenue Fund. To assure the full and timely deposit of such rent payments, the Trustee is directed to withdraw from the Sweep Account and deposit in the Revenue Fund the amounts payable by the School under the Lease each month, commencing in _____, 2013. Any amounts remaining in the Sweep Account after such withdrawal shall be transferred by the Trustee to or at the direction of the School and any earnings realized from investments in the Revenue Fund shall be credited to the Revenue Fund.

Section 5.04 ***Use of Moneys in the Revenue Fund***. As and when received each month, the Trustee shall apply any funds from the Revenue Fund in the following priority:

(a) first, to the Bond Fund, an amount sufficient to cause the total amount then deposited in the Bond Fund to equal the monthly payment required under Section 4.2(a) of the Loan Agreement and, on a pro rata basis, to any lender on any parity Indebtedness permitted pursuant to Section 6.12(f) of the Loan Agreement, an amount equal to the monthly payment required on such parity Indebtedness;

(b) second, into the Rebate Fund, rebate deposits described in the Tax Regulatory Agreement;

(c) third, into the Reserve Fund, an amount equal to that required pursuant to Section 4.2(d) of the Loan Agreement;

(d) fourth, into the Capital Improvement Fund, the Monthly Deposit;

(e) fifth, to the Trustee, the amount necessary for payment of the Trustee's fees and expenses for services rendered hereunder; and

(f) sixth, into the Expense Fund, 1/12 of the annual Rating Agency fee and the monthly cost of any other expenses required to be paid by the Company pursuant to the Lease; and

(g) seventh, to the Company, any amounts remaining in the Revenue Fund.

Section 5.05 ***Custody of the Revenue Fund***. The Revenue Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Revenue Fund to pay the amounts in accordance with Section 5.04 above, which authorization and direction the Trustee hereby accepts.

Section 5.06 ***Creation of Bond Fund***. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Ramsey, Minnesota Charter School Lease Revenue Bonds (PACT Charter School Project) Series 2013 Bond Fund" which shall be used to pay when due the principal of, premium, if any, and interest on the Bonds.

Section 5.07 ***Payments into the Bond Fund***. There shall be deposited into the Bond Fund, as and when received, (a) all transfers from the Revenue Fund pursuant to Section 5.04(a); (b) amounts transferred from the Reserve Fund pursuant to Section 5.12; (c) amounts transferred from the Capital Improvement Fund pursuant to Section 5.36; and (d) all other moneys received by the Trustee under and pursuant to any of the provisions of the Loan Agreement, Indenture or Mortgage which are required to be deposited into the Bond Fund or which are accompanied by written directions that such moneys are to be deposited to the Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are Outstanding it will deposit, or cause to be paid to the Trustee for deposit in the Bond Fund for its account, sufficient sums, but only from the amounts derived from the Loan Agreement, promptly to pay when due the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Any earnings realized from investments in the Bond Fund shall be credited to the Bond Fund.

Section 5.08 ***Use of Moneys in the Bond Fund***. Except as provided in Section 5.20 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds and the Company has no right, title and interest in amounts on deposit in the Bond Fund.

Section 5.09 ***Custody of the Bond Fund***. The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

Section 5.10 ***Creation of the Reserve Fund***. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated "City of Ramsey, Minnesota Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013 Reserve Fund."

Section 5.11 ***Payments into the Reserve Fund***. On the Date of Issuance, the Trustee shall deposit to the Reserve Fund an amount equal to the Reserve Fund Requirement as provided in Section 3.1(a) of the Loan Agreement and Section 5.01(a)(i) hereof. Thereafter, the Trustee shall deposit in the Reserve Fund the amounts transferred from the Revenue Fund pursuant to Section 5.04(b) and any other moneys paid to the Trustee under the Loan Agreement or this Indenture and required by either of those documents to be, or accompanied by written directions requesting that such moneys be, credited or transferred to the Reserve Fund.

Section 5.12 ***Use of Moneys in the Reserve Fund***. Amounts on hand in the Reserve Fund shall be transferred by the Trustee to the Bond Fund, as needed, if, on any Interest Payment Date, the amount then on hand in the Bond Fund is not sufficient to pay the principal and interest then due on the Bonds, whether at maturity or upon redemption or by acceleration. If not used for that purpose, the Trustee shall hold the Reserve Fund in trust to be applied toward payment of the final Loan Repayment or toward redemption of Outstanding Bonds when all Bonds are to be redeemed or, if necessary under Section 5.23 hereof, for transfer to the Rebate Fund. Any earnings realized from investments in the Reserve Fund shall be credited to the Reserve Fund until the amount therein is equal to the Reserve Fund Requirement, and thereafter to the Bond Fund. The Value of the cash and the Permitted Investments in the Reserve Fund shall be determined between 45 and 60 days prior to each Interest Payment Date, by the Trustee, which may engage the pricing service of any national pricing firm to assist in such determination. If the Value of the cash and the Permitted Investments in the Reserve Fund falls below the Reserve Fund Requirement as of such valuation date, or as a result of the transfer of money to the Bond Fund or the Rebate Fund, the Trustee shall transfer available amounts from the Revenue Fund pursuant to Section 5.04(b) until the amount therein is equal to the Reserve Fund Requirement. If such Value is in excess of the Reserve Fund Requirement, the Trustee shall, upon written notice from the Company, deposit an amount equivalent to the excess in the Bond Fund to be used to pay interest on and principal of the Bonds. The Company has no right, title or interest in amounts on deposit in the Reserve Fund.

Section 5.13 ***Custody of the Reserve Fund***. The Reserve Fund shall be in the custody of the Trustee but in the name of the Issuer and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Reserve Fund to pay the principal of and interest on the Bonds or to make transfers to the Rebate Fund, and to transfer earnings or valuation surplus on the Reserve Fund to the Bond Fund, in accordance with Section 5.12 hereof, which authorization and direction the Trustee hereby accepts.

Section 5.14 ***Creation of the Costs of Issuance Fund***. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated "City of Ramsey, Minnesota Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013 Costs of Issuance Fund" which shall be used to pay the costs incurred in connection with the issuance of the Bonds.

Section 5.15 ***Payment into the Costs of Issuance Fund.*** There shall be deposited into the Costs of Issuance Fund from the proceeds of the Series A Bonds, the Series B Bonds and the money provided by the Company the amount set forth in Section 3.1(b) of the Loan Agreement and in Section 5.01(a)(ii) hereof. Interest and other income received on investments of Costs of Issuance Fund moneys shall be transferred to the Bond Fund. Such moneys shall be expended to pay costs of issuance and expenses in accordance with the provisions of Section 4.10 of the Loan Agreement. The Trustee is hereby authorized and directed to issue its checks on the Costs of Issuance Fund for each payment in accordance with Section 4.10 of the Loan Agreement. Any earnings realized from investments in the Costs of Issuance Fund shall be transferred to the Bond Fund.

The Trustee shall keep and maintain adequate records pertaining to the Costs of Issuance Fund and all payments therefrom, which shall be open to inspection by the Issuer, and the Company or their

duly authorized agents, upon reasonable notice, during normal business hours of the Trustee. After the Costs of Issuance Fund has been entirely depleted or on _____, 2013, whichever is earlier, the Trustee shall file a statement of income and disbursements with respect thereto with the Company.

Section 5.16 ***Termination of Costs of Issuance Fund***. Except as provided in Section 5.15, on _____, 2013, any moneys remaining in the Costs of Issuance Fund shall be transferred into Bond Fund.

Section 5.17 ***Custody of the Costs of Issuance Fund***. The Costs of Issuance Fund shall be in the custody of the Trustee but in the name of the Issuer and the Issuer authorizes and directs the Trustee to withdraw sufficient funds from the Costs of Issuance Fund for the purposes set forth in Section 5.15 hereof, which authorization and direction the Trustee hereby accepts.

Section 5.18 ***Nonpresentment of the Bonds***. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available for the benefit of the Registered Owner or Registered Owners thereof, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

Any moneys which the Trustee shall segregate and hold in trust for the payment of the principal of, premium, if any, or interest on any Bond and remaining unclaimed for two years after such principal, premium, if any, or interest has become due and payable shall be paid to the Company; provided, however, that before the Trustee shall be required to make any such repayment, the Trustee shall, at the written direction and at the expense of the Company, cause notice to be given by registered mail to the Registered Owners of all Bonds not presented for payment when the principal thereof became due to the effect that such moneys remain unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such mailing, any unclaimed balance of such moneys then remaining will be paid to the Company. After the payment of such unclaimed moneys to the Company, the Registered Owner of such Bond shall thereafter look only to the Company for the payment thereof, and all liability of the Issuer and the Trustee with respect to such moneys shall thereupon cease.

Section 5.19 ***Moneys to be Held in Trust***. All moneys required to be deposited with or paid to the Trustee for the account of any fund referred to in any provision of this Indenture or the Loan Agreement, except for moneys in the Rebate Fund, shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the redemption of specific Bonds, which shall be held in trust for those particular Bonds, shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby. The Issuer shall not create any lien upon any funds created pursuant to this Indenture other than the lien hereby created. The Trustee shall provide to the Majority Bondholder, upon request, the account balance of each fund.

Section 5.20 ***Repayment to Company From Funds***. Any amounts remaining in the Revenue Fund, the Bond Fund, the Costs of Issuance Fund, the Reserve Fund, or any other fund held in trust hereunder after payment in full of the principal of, premium, if any, and interest on the Bonds, the fees, charges and expenses of the Trustee, and all other amounts required to be paid hereunder and under the Loan Agreement shall be paid promptly to the Company.

Section 5.21 ***Custody of Separate Trust Fund***. The Trustee is authorized and directed to hold all Net Proceeds from any insurance proceeds or condemnation awards in excess of 2% of the total Project Costs in a separate trust fund and to disburse such proceeds in accordance with Section 5.2 of the Loan Agreement. If the Company directs that any portion of such Net Proceeds be applied to redeem Bonds, the Issuer covenants and agrees to take and cause to be taken the necessary steps to redeem on the next succeeding redemption date the amount of Bonds so specified by the Company.

Section 5.22 ***Creation of the Rebate Fund***. There is hereby created and established with the Trustee a separate trust fund in the name of the Issuer to be designated the "City of Ramsey, Minnesota Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013 Rebate Fund" which shall be expended in accordance with the provisions hereof and the provisions of the Tax Regulatory Agreement. The Company shall engage or, if the Company fails to so engage, the Trustee shall engage, at the Company's expense, a Rebate Analyst to make the calculations, with respect to the Rebate Fund, and the Trustee shall make deposits and disbursements at the written direction of the Rebate Analyst and shall invest the Rebate Fund at the Company's direction and shall deposit income from said investments immediately upon receipt thereof in the Rebate Fund. The Tax Regulatory Agreement may be superseded or amended by an Amended Tax Regulatory Agreement drafted by, and accompanied by an opinion of bond counsel addressed to the Issuer and the Trustee to the effect that the use of said new Amended Tax Regulatory Agreement will not cause the interest on the Bonds to be includable in the gross income of any recipient thereof for purposes of federal income taxation.

Section 5.23 ***Payments into the Rebate Fund***. The Trustee shall make the rebate deposits (but only from amounts in the funds and accounts held by the Trustee hereunder, beginning with the Reserve Fund, and then only if amounts are not contributed by the Company within 30 days of notice that such deposits are required), as directed in writing by the Rebate Analyst. If a withdrawal from the Rebate Fund is permitted as a result of the computations required by the Tax Regulatory Agreement, the amount withdrawn shall be deposited in the Bond Fund. Records of the determinations required by this Section shall be retained by the Trustee until 6 years after the final retirement of the Bonds.

Section 5.24 ***Use of Moneys in the Rebate Fund***. Not later than 60 days after the end of the fifth Bond Year for the Series A Bonds and every 5 years thereafter, the Trustee shall pay to the United States of America (but only from funds provided pursuant to the Loan Agreement and this Indenture) the amount directed in writing by the Rebate Analyst. Not later than 60 days after the final retirement of the Series A Bonds, the Trustee shall pay to the United States of America (but only from funds provided pursuant to the Loan Agreement and the Indenture) 100% (or, if less, the amount directed in writing by the Rebate Analyst) of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the appropriate Internal Revenue Service Center. Each payment shall be accompanied by Internal Revenue Form 8038-T (as prepared by the Rebate Analyst), as required by the Code, and, if directed in writing by the Rebate Analyst, a statement (as prepared by the Rebate Analyst) summarizing the determination of the amount to be paid to the United States of America.

Section 5.25 ***Trustee's and Issuer's Responsibility with Respect to the Rebate Fund***. Notwithstanding anything to the contrary contained herein, in the Loan Agreement, or in the Tax Regulatory Agreement the Trustee and the Issuer shall have no responsibility for making any determinations as to the amount to be deposited to or withdrawn from the Rebate Fund or the amount required to be rebated to the United States. The Trustee's sole responsibility with respect to all matters relating to rebate shall be to follow the written instructions of the Rebate Analyst and to make payments pursuant to Sections 5.22, 5.23 and 5.24 above as and when instructed in writing to do so by the Rebate Analyst.

Section 5.26 **[Reserved.]**

Section 5.27 **[Reserved.]**

Section 5.28 **[Reserved.]**

Section 5.29 **[Reserved.]**

Section 5.30 **[Reserved.]**

Section 5.31 **[Reserved.]**

Section 5.32 **[Reserved.]**

Section 5.33 **[Reserved.]**

Section 5.34 ***Creation of the Capital Improvement Fund***. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated "City of Ramsey, Minnesota Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013 Capital Improvement Fund."

Section 5.35 ***Payments in the Capital Improvement Fund***. All Monthly Deposits received by the Trustee from the Company shall be credited to the Capital Improvement Fund.

Section 5.36 ***Use of Moneys in the Capital Improvement Fund***. Amounts deposited in the Capital Improvement Fund shall be applied by the Trustee not more often than once each month as requested in a Company request only to the payment of items of repair, improvement, and replacement with respect to the Schoolhouse that constitute capital expenditures under generally accepted accounting principles or which otherwise constitute major periodic repair or maintenance of the Schoolhouse, such as annual painting or re-carpeting of a section of the Schoolhouse (as opposed to incidental repairs such as touch-up painting, replacement of individual carpet tiles, etc.). The Company request shall identify the expenditures to be made by nature and amount, shall identify the contractor or other party making the repairs, improvements, and replacements, and shall certify that the expenditures are proper expenditures to be made or reimbursed from the Capital Improvement Fund. Investment earnings on amounts held in the Capital Improvement Fund shall remain in, and be credited as received to, the Capital Improvement Fund.

Amounts on hand in the Capital Improvement Fund shall be transferred by the Trustee to the Bond Fund, as needed, if, on any Interest Payment Date, the amount then on hand in the Bond Fund, after application of any available amounts in the Reserve Fund, is not sufficient to pay the principal and interest then due on the Bonds, whether at maturity or upon redemption or by acceleration.

Amounts, if any, remaining in the Capital Improvement Fund upon the payment in full of all Bonds, or the provision for payment therefor in accordance with the terms of this Indenture, shall be transferred to the Company.

Section 5.37 ***Custody of the Capital Improvement Fund***. The Capital Improvement Fund shall be in the custody of the Trustee, but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Capital Improvement Fund for the purposes set forth in Section 5.36 hereof, which authorization and direction the Trustee hereby accepts.

Section 5.38 ***Creation of the Expense Fund***. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated "City of Ramsey, Minnesota Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013 Expense Fund."

Section 5.39 ***Payments in the Expense Fund***. The Trustee shall transfer available amounts from the Revenue Fund pursuant to Section 5.04(f) to the Expense Fund.

Section 5.40 ***Use of Moneys in the Expense Fund***. Amounts deposited in the Expense Fund shall be applied by the Trustee to pay 1/12 of the annual Rating Agency fee and the monthly cost of any other expenses required to be paid by the Company pursuant to the **[Loan Agreement]**. Investment earnings on amounts held in the Expense Fund shall be credited as received to the Revenue Fund.

Amounts, if any, remaining in the Expense Fund upon the payment in full of all Bonds, or the provision for payment therefor in accordance with the terms of this Indenture, shall be transferred to the Company.

Section 5.41 ***Custody of the Expense Fund***. The Expense Fund shall be in the custody of the Trustee, but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Expense Fund for the purposes set forth in Section 5.40 hereof, which authorization and direction the Trustee hereby accepts.

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ARTICLE VI

REFUNDING OF PRIOR BONDS

Section 6.01 Refunding of Prior Bonds. There shall be deposited into the Escrow Fund held by the Prior Trustee pursuant to the Escrow Agreement $_____ of the proceeds of the Series A Bonds (the "Escrow Deposit"). Pursuant to the Escrow Agreement, the Prior Trustee shall hold and invest the Escrow Deposit and apply it to pay the principal of, premium on, and interest on the Prior Bonds as they become due or are called for redemption on June 1, 2014.

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ARTICLE VII

INVESTMENT OF MONEY

Any money held as part of the Revenue Fund, the Bond Fund, the Reserve Fund, the Costs of Issuance Fund, the Capital Improvement Fund, the Rebate Fund, or any other fund shall be invested and reinvested by the Trustee at the written direction of the Company Representative in Permitted Investments in accordance with the provisions of Section 3.2 of the Loan Agreement, except that investments in the Rebate Fund shall be made only in accordance with written directions of the Company or the Rebate Analyst. Any such investments shall be held in the name of the Trustee and by or under the control of the Trustee. The Trustee may make any and all such investments through its trust department or related companies. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the trust funds whenever the cash balance in any such Fund is insufficient for a necessary transfer. The Issuer covenants and certifies to the Trustee and to and for the benefit of the Registered Owners of the Bonds from time to time Outstanding that so long as any of the Bonds remain Outstanding, it will not knowingly take any action so that moneys on deposit in any fund or account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will be used in a manner which, to its knowledge, will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to such covenants, the Issuer obligates itself to comply, to the best of its knowledge, throughout the term of the issue of the Bonds with the requirements of Section 148 of the Code and any regulations promulgated thereunder.

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ARTICLE VIII

DISCHARGE OF LIEN

If the Issuer shall pay or cause to be paid, or there shall otherwise be paid or provision for payment made, to the Registered Owners of the Bonds, the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall not then be in Default in any of the other covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, and if the Issuer shall pay or cause to be paid to the Trustee and any paying agents all sums of money due or to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be reasonably required by the Issuer to release the lien hereof, and reconvey, release, assign and deliver unto the Issuer any and all of the estate, right, title and interest in and to any and all rights or property conveyed, assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture, except amounts in the Revenue Fund, the Bond Fund, the Reserve Fund, or the Costs of Issuance Fund required to be paid to the Company under Section 5.20 hereof and except cash or Permitted Investments held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Article VIII and for all purposes of this Indenture when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon earlier redemption as provided herein) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with a commercial bank with trust powers (the "Escrow Agent"), in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment and/or (2) noncallable Governmental Obligations, maturing as to principal and interest in such amount and at such time as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. In addition, the Company shall provide to the Trustee copies of (a) a report by an independent certified public accountant that the money and securities held in the escrow account, together with investment earnings (but without considering any reinvestment of such earnings), will be sufficient to pay, as the same become due upon maturity or earlier redemption, all principal of, premium, if any, and interest on the Bonds which have not then previously been paid, and (b) an opinion of Bond Counsel to the effect that establishment of the escrow account and the scheduled investments of moneys therein will not adversely affect the exclusion of interest on the Series A Bonds from gross income for federal income tax purposes and that the Bonds have been defeased in accordance with this Indenture. Such report and opinion shall include the Trustee as addressees or the Trustee shall be provided letters stating that the Trustee can rely on such report and opinion as if they were addressed to the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until: (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Article III of this Indenture, or in the event said Bonds are not by their terms subject to redemption within the next succeeding 45 days or are not to be redeemed within the next succeeding 45 days, until the Company shall have given the Trustee on behalf of the Issuer, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, in accordance with Article III hereof, that the deposit required by

(a)(ii) above has been made with the Escrow Agent and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or such noncallable Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including interest and premium thereof, if any) with respect to which such moneys and such noncallable Governmental Obligations have been so set aside in trust.

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ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND REGISTERED OWNERS

Section 9.01 ***Defaults; Events of Default***. If any of the following events occur, it is hereby declared to constitute an "Event of Default":

(a) Default in the due and punctual payment of interest on any Bond;

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer in this Indenture or in the Bonds contained and failure to remedy the same after notice thereof pursuant to Section 9.12 hereof; or

(d) The occurrence of an "Event of Default" under Section 8.1 of the Loan Agreement, **[Section 8.01 of the Tax Regulatory Agreement,]** the Mortgage, the Lease, the Pledge Agreement, or any other Security Agreement.

Section 9.02 ***Acceleration***. Subject to the provisions of Section 9.11 hereof, during the continuation of an Event of Default, the Trustee may, and shall, at the direction of the Registered Owners of a majority in aggregate principal amount of Outstanding Bonds, and upon indemnification as provided in Section 10.01(l) hereof, by notice in writing delivered to the Issuer, the Registered Owners and the Company, declare the principal of all Outstanding Bonds and the interest accrued thereon to be immediately due and payable, and thereupon that portion of the principal of the Bonds thereby coming due and the interest accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding. Upon any declaration of acceleration hereunder, the Issuer and the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable as Loan Repayments under Section 4.2(a) of the Loan Agreement.

Section 9.03 ***Other Remedies; Rights of Registered Owners***. Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds and the provisions hereof and of the Loan Agreement

If an Event of Default shall have occurred and be continuing and if requested to do so by the Registered Owners of a majority in aggregate principal amount of Outstanding Bonds, and if indemnified as provided in Section 10.01(l) hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section and by Section 9.02 hereof or by the Mortgage or the Loan Agreement, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Registered Owners.

No remedy or rights by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Registered Owners) are intended to be exclusive of any other remedy or right, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Registered Owners hereunder or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Registered Owners, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 9.04 ***Right of Registered Owners to Direct Proceedings***. Anything in this Indenture to the contrary notwithstanding, the Registered Owners of a majority in aggregate principal amount of the Outstanding Bonds, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, and the provision of indemnity in accordance with Section 10.01(l) hereof, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including, without limitation, (i) the right to accelerate the principal of the Bonds as described in this Indenture and (ii) the right to annul any declaration of acceleration.

Section 9.05 ***Appointment of Receivers***. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee, or of the Registered Owners under this Indenture or the Mortgage, the Trustee shall be entitled to apply for (and the Company may resist) the appointment of a receiver or receivers of the Trust Estate and the property covered by the Mortgage, as the case may be, and of the revenues, earnings, rents, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 9.06 ***Waiver By Issuer***. Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Issuer, nor anyone claiming through or under it, shall set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws of any jurisdiction now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

Section 9.07 ***Application of Moneys***. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First, to the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

Second, to the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), with interest on such Bonds from the respective dates upon which they became due (with interest on overdue installments of interest, to the extent permitted by law) and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

Third, to be held for the payment to the persons entitled thereto as the same shall become due of the principal of and premium, if any, and interest on the Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and owing thereon, payment shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due, respectively, for principal and interest, to the persons entitled thereto without any discrimination or privilege, with interest on overdue installments of interest or principal, to the extent permitted by law.

(c) If the principal of all the Bonds shall have been declared due and payable and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of Section 9.07(b) hereof, in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 9.07(a) hereof.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever the principal of, premium, if any, and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in Section 5.20 hereof.

Section 9.08 ***Remedies Vested in the Trustee***. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as the

Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Registered Owners of the Outstanding Bonds.

Section 9.09 ***Rights and Remedies of Registered Owners***. Except as provided in Section 9.04 above, no Registered Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a Default has occurred of which the Trustee has been notified as provided in Section 10.01(h) hereof, or of which by said subsection it is deemed to have notice, or unless there has been an Event of Default, and in any case the Registered Owners of a majority in aggregate principal amount of Outstanding Bonds shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, nor unless also they have offered to the Trustee indemnity as provided in Section 10.01(l) hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Registered Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Registered Owners of all Outstanding Bonds. However, nothing contained in this Indenture shall affect or impair the right of any Registered Owner to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective Registered Owners thereof at the time, place, from the source and in the manner in the Bonds expressed.

Section 9.10 ***Termination of Proceedings***. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case, the Issuer, the Trustee, the Company and the Registered Owners shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 9.11 ***Waivers of Events of Default***. The Trustee may at its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of principal, and, notwithstanding anything to the contrary in Section 9.03 hereof, shall do so upon the written request of the Registered Owners of more than 66-2/3% in aggregate principal amount of all Outstanding Bonds; provided, however, that there shall not be waived any Event of Default in the payment of the principal of or interest on any Outstanding Bonds unless prior to such waiver or rescission, all arrears of principal and interest (other than principal of or interest on the Bonds which became due and payable by declaration of acceleration), both, to the extent permitted by law, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Default shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Issuer, the Trustee, the Company, and the Registered Owners shall be restored to their former positions and rights hereunder,

respectively, but no such waiver or rescission shall extend to any subsequent or other Default, or impair any right consequent thereon.

Section 9.12 ***Notice of Defaults under Section 9.01(c); Opportunity of the Issuer and the Company to Cure Such Defaults***. Anything herein to the contrary notwithstanding, no Default under Section 9.01(c) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Issuer, the Trustee and the Company by the Trustee or by the Registered Owners of not less than 25% in aggregate principal amount of all Outstanding Bonds and the Issuer and the Company shall have had 30 days after receipt of such notice to correct said Default or cause said Default to be corrected, and shall not have corrected said Default or caused said Default to be corrected within the applicable period; provided, however, if said Default is such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Company within the applicable period and diligently pursued until the Default is corrected; provided that such Default must be corrected within 60 days of notice.

With regard to any Default concerning which notice is given to the Issuer and the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for the account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a Default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

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ARTICLE X

TRUSTEE

Section 10.01 ***Acceptance of Trusts***. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred of which the Trustee has notice or is deemed to have notice pursuant to Section 10.01(h) hereof (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in the exercise of such rights and powers as an ordinary, prudent person would exercise or use in the conduct of his or her own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees and shall not be answerable for the conduct of the same appointed by the Trustee in the exercise of reasonable care, and shall be entitled to advice of counsel concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company). The Trustee shall not be responsible for any loss or damage resulting from any action or inaction in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of authentication of the Trustee endorsed on the Bonds), or for insuring the Schoolhouse, or for collecting any insurance moneys (except in accordance with Article V of the Loan Agreement), or for the validity of the execution by the Issuer of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the Schoolhouse or any lien waivers with respect to the Project. The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the Loan Agreement in connection with the matters referred to in Sections 4.4 and 4.5 thereof, except as hereinafter set forth; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the Trust Estate. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Loan Agreement.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond

shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by the Issuer Representative or the Company Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a Default of which the Trustee has been notified as provided in Section 10.01(h) hereof, or of which by Section 10.01(h) it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of such officials of the Issuer who executed the Bonds (or their successors in office) under the seal of the Issuer to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Section 4.01 hereof, or payments to the Trustee under the Loan Agreement or failure by the Issuer or the Company to file with the Trustee any document required by this Indenture or the Loan Agreement to be so filed subsequent to the issuance of the Bonds, unless the Trustee shall be specifically notified in writing of such Default by the Issuer, the Company, the School or by the Registered Owners of at least 25% in aggregate principal amount of Outstanding Bonds, and all notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the Trustee's address specified in or pursuant to Section 13.04 below, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Default except as aforesaid.

(i) At any and all reasonable times the Trustee and Majority Bondholder and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right to inspect fully any and all of the Trust Estate, including all books and records of the Issuer pertaining to the Schoolhouse and the Bonds, and to make such copies and memoranda from and with regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(l) Before taking the action referred to in Sections 9.03, 9.04 or 9.09 hereof, the Trustee may require that a satisfactory indemnity be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any such action.

(m) No provision of this Indenture or any other document related hereto shall require the Trustee to risk or advance its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity against such risk or liability is not reasonably assured to it.

(n) All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law.

(o) Without limiting the duties of the Trustee expressly set forth herein, the Trustee shall have no obligation or responsibility whatsoever in connection with (i) any federal or state tax-exempt status of the Bonds or the interest thereon; (ii) the consequences of the investment or non-investment of any funds or accounts relating to the Bonds or the use of proceeds of the Bonds under Section 148 of the Code, (iii) the calculation of any amount required to be rebated to the United States under Section 148 of the Code; or (iv) compliance by the Issuer, the Company, or the School with the Tax Regulatory Agreement.

Section 10.02 ***Fees, Charges and Expenses of the Trustee***. The Trustee and any paying agents shall be entitled to payment and reimbursement for reasonable fees for their services rendered hereunder, except for expenses incurred because of the Trustee's negligence, and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services, as provided in Section 4.2(c) of the Loan Agreement. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by the Trustee.

Section 10.03 ***Notice to Registered Owners if Default Occurs***. If a Default occurs of which the Trustee is by Section 10.01(h) hereof required to take notice or if notice of Default be given as therein provided, then the Trustee shall promptly give written notice thereof to the Majority Bondholder and the Registered Owners.

Section 10.04 ***Intervention by the Trustee***. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Registered Owners of the Bonds, the Trustee may intervene on behalf of Registered Owners and shall do so if requested in writing by the Registered Owners of at least a majority of the aggregate principal amount of Outstanding Bonds, and if indemnified as provided in Section 10.01(l) hereof.

Section 10.05 ***Successor Trustee***. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the

execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 10.06 ***Resignation by the Trustee***. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice by first class mail, at the Company's expense, to the Issuer, the Company, the Majority Bondholder and the Registered Owner of each Bond as shown by the list of Registered Owners required by Section 2.08 hereof to be kept by the Trustee, and such resignation shall not take effect until the appointment of a successor Trustee by the Registered Owners or by the Issuer.

Section 10.07 ***Removal of the Trustee***. The Trustee may be removed at any time upon 30 days' written notice by the Issuer or, with the consent of the Issuer, by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by the Registered Owners of a majority in aggregate principal amount of Outstanding Bonds; provided, however, such removal by the Registered Owners or the Issuer shall not take effect until the appointment of a successor Trustee by the Registered Owners or the Issuer.

Section 10.08 ***Appointment of Successor Trustee by Registered Owners***. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may (and shall, in the event of a resignation or removal) be appointed by the Registered Owners of a majority in aggregate principal amount of Outstanding Bonds, after consultation with the Company, by an instrument or concurrent instruments in writing signed by such Registered Owners, or by their attorneys in fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Issuer. In case of any such vacancy, the Issuer, by an instrument executed, attested and sealed by those of its officials who executed and attested the Bonds or their successors in office, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and such temporary trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee appointed by the Registered Owners. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing, duly incorporated or organized; be duly authorized to exercise trust powers, be subject to examination by a federal or state authority, having a reported capital and surplus of not less than $75,000,000 if there be such an institution willing, qualified and able to accept the trust upon customary terms.

Section 10.09 ***Acceptance by Any Successor Trustee***. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

Section 10.10 ***Right of the Trustee to Pay Assessments and Other Charges***. In case any assessment, governmental or other charge upon, with respect to, any part of the Schoolhouse is not paid as required herein or in the Loan Agreement or the Mortgage, the Trustee may, but shall not be required to, pay such assessment, governmental or other charge, without prejudice, however, to any rights of the Trustee or the Registered Owners arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment, shall become so much additional indebtedness (to the Trustee) secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds, and shall be paid out of the proceeds of revenues collected from the Schoolhouse, if not otherwise caused to be paid; but the Trustee shall not be under any obligation to make any such payment unless it shall have been requested to do so by the Registered Owners of at least a majority of the aggregate principal amount of Bonds then Outstanding and shall have been provided with adequate funds for the purpose of such payment.

Section 10.11 ***Appointment of Co-Trustee***. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as the Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Loan Agreement or the Mortgage, and in particular in case of the enforcement of any of them on Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or Co-Trustee. The following provisions of this Section are adapted to these ends.

The Trustee, after consultation with the Company and with the prior written consent of the Issuer, which consent shall not be unreasonably withheld, may appoint an additional individual or institution as a separate or Co-Trustee, in which event each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall also be exercisable by and vest in such separate or Co-Trustee, but only to the extent necessary to enable such separate or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or Co-Trustee shall run to and be enforceable by either of them. The qualifications of the Co-Trustee shall be the same as those required of a Trustee under Section 10.08 hereof.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate or Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate or Co-Trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or Co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate or Co-Trustee.

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ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 11.01 ***Supplemental Indentures Not Requiring Consent of Registered Owners***. The Issuer and the Trustee may, without consent of, or notice to, any of the Registered Owners, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Registered Owners any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Registered Owners or the Trustee and to make any change which is not to the material prejudice of the Registered Owners of the Bonds;

(c) To subject to this Indenture additional revenues, properties, or collateral;

(d) To modify, amend, or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America;

(e) To evidence the appointment of a separate or Co-Trustee or the succession of a new Trustee or paying agent hereunder;

(f) To amend or modify any provisions of this Indenture so long as such amendment or modification does not materially adversely affect the interests of the registered owners of the Bonds; or

(g) To provide for the issuance of Additional Bonds in accordance with the provisions of Section 2.12 hereof.

An executed copy of any supplement to this Indenture shall be provided to the Majority Bondholder.

Section 11.02 ***Supplemental Indentures Requiring Consent of Registered Owners***. Exclusive of supplemental indentures permitted by Section 11.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Registered Owners of not less than 2/3 in aggregate principal amount of the Outstanding Bonds shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section or in Section 11.01 hereof shall permit, or be construed as permitting, without the consent of the Registered Owners of each Outstanding Bond affected thereby, (a) an extension of the maturity of the principal of, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indentures or any modifications or waiver of the provisions of the Loan Agreement, or (e) the creation of any lien ranking

prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof, or (f) the deprivation of the Registered Owner of any Outstanding Bond of the lien hereby created on the Trust Estate.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given to the Registered Owner of each Bond shown by the list of Registered Owners required by the terms of Section 2.08 hereof to be kept at the designated corporate trust office of the Trustee. Such notices shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the designated corporate trust office of the Trustee for inspection by the all Registered Owners. If, within 60 days or such longer period as shall be prescribed by the Issuer following such notices, the Registered Owners of not less than 2/3 in aggregate principal amount of or of all of the Outstanding Bonds, as the case may be, at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Registered Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article shall not become effective unless and until the Company shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Company at least 15 Business Days prior to the proposed date of execution and delivery of any such supplemental indenture. The Company shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Company on or before 15 Business Days after the mailing of said notice.

An executed copy of any such supplement to this Indenture shall be provided to the Majority Bondholder.

Section 11.03 ***Opinion of Bond Counsel Required.*** Notwithstanding anything in this Article XI to the contrary, no supplemental indenture may be entered into unless the Issuer and the Trustee have first received an opinion of Bond Counsel to the effect that the proposed supplement does not impair the tax-exempt status of the Series A Bonds.

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ARTICLE XII

AMENDMENT OF SECURITY AGREEMENTS

Section 12.01 ***Amendments to Security Agreements Not Requiring Consent of Registered Owners***. The Issuer and the Trustee shall without the consent of or notice to the Registered Owners, consent to any amendment, change or modification of the Security Agreements as may be required (a) by the provisions of the Security Agreements and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Security Agreements, (c) so as to more precisely identify the Project or the Schoolhouse or to substitute or add additional improvements, equipment or furnishings to the Schoolhouse or additional rights or interests in property acquired in accordance with the provisions of the Security Agreements, (d) to enter into an indenture or indentures supplemental hereto as provided in Section 11.01 hereof, or (e) in connection with any other change therein which is not to the material prejudice of the Trustee or the Registered Owners.

Section 12.02 ***Amendments to Security Agreements Requiring Consent of Registered Owners***. Except for the amendments, changes or modifications as provided in Section 12.01 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Security Agreements without mailing of notice and the written approval or consent of the Registered Owners of not less than 2/3 in aggregate principal amount of the Bonds at the time Outstanding, provided that the consent of the Registered Owners of all Outstanding Bonds is required for any amendment, change or modification of the Security Agreements that would permit the termination or cancellation of the Security Agreements or a reduction in or postponement of the payments under the Security Agreements or any change in the provisions relating to the payment thereunder. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Security Agreements pursuant to this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 11.02 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the designated corporate trust office of the Trustee for inspection by all Registered Owners.

An executed copy of any amendments to the Security Agreements shall be provided to the Majority Bondholder.

Section 12.03 ***Opinion of Bond Counsel Required***. Notwithstanding anything in this Article XII to the contrary, the Security Agreements may not be amended unless the Issuer and the Trustee have first received an opinion of Bond Counsel to the effect that the proposed amendment does not impair the tax-exempt status of the Series A Bonds.

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ARTICLE XIII

MISCELLANEOUS

Section 13.01 ***Consents of Registered Owners***. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Registered Owners may be in any number of concurrent documents and may be executed by such Registered Owners in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the written appointment of any such agent or of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 2.08 hereof.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the Registered Owner of such Bond until the Trustee shall have received notice in writing to the contrary. For purposes of consents, Bonds owned by the Issuer, the Company or the School are not deemed "Outstanding".

Section 13.02 ***Limitation of Rights***. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Registered Owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Registered Owners of the Bond, as herein provided.

Section 13.03 ***Severability***. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 13.04 ***Notices***. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail unless otherwise indicated, postage prepaid, or by confirmed telecopy, addressed as follows:

If to the Issuer:

City of Ramsey, Minnesota
7550 Sunwood Drive NW
Ramsey, Minnesota 55303-5137
Attn: Administrator

If to the Trustee:	Wells Fargo Bank, National Association MAC: N9311-115 625 Marquette Avenue, 11th Floor Minneapolis, MN 55479 Attn: Corporate Trust Services
If to the Company:	PCS Building Company c/o PACT Charter School 7250 E. Ramsey Parkway Ramsey, Minnesota 55303 Attn: _____
With a copy to:	John Cairns Law, P.A. 2751 Hennepin Avenue Box 280 Minneapolis, Minnesota 55408 Attn: John Cairns
If to the Original Purchaser:	Dougherty & Company LLC 90 South 7th Street, Suite 4400 Minneapolis, Minnesota 55402-4115 Attn: _____

Copies of all notices sent hereunder shall be sent to the Majority Bondholder. The Issuer, the Company, the Trustee, and the Original Purchaser, the Majority Bondholder may designate, by writing delivered to the addresses stated in or pursuant to this Section 13.04, any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 13.05 ***Holidays***. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 13.06 ***Counterparts***. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07 ***Applicable Provisions of Law***. This Indenture shall be governed by and construed in accordance with the laws of the State.

Section 13.08 ***Parties Interested Herein***. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Trustee, the paying agent, if any, and the Registered Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Issuer and the Company shall be for the sole and exclusive benefit of the Trustee, the paying agent, if any, and the Registered Owners of the Bonds.

Section 13.09 ***Survival of Certain Provisions***. Notwithstanding anything in this Indenture to the contrary, any provisions of this Indenture which relate to the majority of the Bonds, interest payments and dates therefor, optional and mandatory redemption provisions, credit against sinking fund payments, exchange, transfer and cancellation of the Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of the Bonds, non-presentation of the Bonds, the holding of moneys in trust, and repayments to the Company and the Issuer from Indenture funds and accounts, the rebate of amounts to the United States of America, and the rights, remedies and duties of the Trustee and the Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee, the Registrar, the Paying Agent and the Owners notwithstanding the release and discharge of this Indenture. The provisions of this Section 13.09 shall survive the release, discharge and satisfaction of this Indenture.

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IN WITNESS WHEREOF, the Issuer has caused these presents to be executed in its corporate name and with its official seal being intentionally omitted as permitted by law and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be executed in its corporate name, both as of the date first above written.

CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

Execution page of the Trustee to the Indenture of Trust, dated as of _____ 1, 2013.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By _____

Its _____

EXHIBIT A

(FORM OF SERIES A BOND)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY, MINNESOTA
LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013A

Interest Rate	Maturity Date	Nominal Original Issue Date	CUSIP
%	_____ 1, 20___	June __, 2013	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____

KNOW ALL PERSONS BY THESE PRESENTS that the City of Ramsey, Minnesota (the "Issuer"), a municipal corporation organized and existing under the laws of the State of Minnesota, for value received, promises to pay from the sources and as hereinafter provided, to the Registered Owner (Named Above), or registered assigns, on the Maturity Date (Stated Above), upon surrender hereof, the Principal Sum (Stated Above), and in like manner to pay interest on said Principal Sum from the Original Issue Date hereof at the Interest Rate per annum (Stated Above), semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 201_ (or, if any such day is not a business day, then on the next business day thereafter with the same effect as if paid on such date), until said Principal Sum is paid, except as the provisions hereinafter set forth with respect to redemption of this bond prior to maturity may become applicable hereto. Both principal of and premium, if any, on this bond are payable in lawful money of the United States of America at the designated corporate trust office of Wells Fargo Bank, National Association, in Minneapolis, Minnesota, as trustee ("Trustee"), or at the duly designated office of any successor Trustee or paying agents appointed under the Indenture (as defined hereinafter). Payment of interest on this bond shall be made to the Registered Owner hereof on the "Regular Record Date" or "Special Record Date," as the case may be, and shall be paid by check or draft mailed to the person who shall be the Registered Owner hereof on the Regular Record Date or Special Record Date, as the case may be, at his address as it then appears on the registration books of the Trustee. The Regular Record Date shall be the fifteenth day of the calendar month preceding an Interest Payment Date. The Special Record Date shall be a date for payment of interest, specified by the Trustee in the event of a default on the payment of interest. Interest shall also be payable by wire transfer to an account in a domestic financial institution designated in writing to the Trustee, on or before the appropriate record date, upon request by, and at the expense of, a Registered Owner of at least $1,000,000 in initial aggregate principal amount of the hereinafter defined Bonds.

So long as this Bond is registered in the name of a nominee of the Depository Trust Company ("DTC"), payment of principal, premium, if any, and interest on this Bond shall be made as provided in the Letter of Representations and surrender of this Bond shall not be required for payment of the

redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Indenture, Bonds may only be registered in the name of DTC or its nominee.

This bond is one of an authorized issue of the "Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013A" (the "Bonds"), limited in aggregate principal amount to $_____. The Bonds are being issued simultaneously with the Issuer's Taxable Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013B, limited in aggregate principal amount to $_____ (the "Series B Bonds"). The Bonds and the Series B Bonds are being issued to (i) advance refund the Issuer's Lease Revenue Bonds (PACT Charter School Project) Series 2004A (the "Prior Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 72,000 square foot public elementary and secondary schoolhouse located at 7250 Ramsey Parkway East Northwest in the City of Ramsey, Minnesota (the "City") (the "Project"), all to be owned by the Company and leased to PACT Charter School (the "School"); (ii) fund a debt service reserve fund; and (iii) pay the costs of issuing the Bonds. The proceeds from the sale of the Bonds have been loaned by the Issuer to the Company, under the terms of a Loan Agreement, dated as of _____ 1, 2013 (as from time to time amended and supplemented, the "Loan Agreement"), under which the Company is obligated to pay amounts which are sufficient to (a) pay the principal of, premium, if any, and interest on the Bonds as the same shall become due in accordance with their terms and provisions and the terms and provisions of the Indenture (as hereinafter defined), (b) pay the fees and expenses of the Trustee and any paying agents properly payable under the Indenture (as defined hereinafter), and (c) pay certain expenses of the Issuer related to the Project and the issuance of the Bonds. The Company has granted a lien on the Schoolhouse (as defined in the Indenture) to the Trustee, pursuant to the Amended and Restated Mortgage, Security Agreement and Assignment of Rents, dated as of _____ 1, 2013 (the "Mortgage"), to secure the obligations under the Loan Agreement and the Indenture. Copies of the Loan Agreement and the Mortgage are on file at the designated corporate trust office of the Trustee, and reference is hereby made to the Loan Agreement and the Mortgage for the provisions thereof.

THIS BOND SHALL NOT BE DEEMED TO CONSTITUTE A DEBT, LIABILITY, OR OBLIGATION OF THE ISSUER, THE CITY OR OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND SHALL BE PAYABLE SOLELY FROM REVENUES DERIVED FROM THE SALE, OPERATION, OR LEASING OF THE SCHOOLHOUSE AND THE PAYMENTS RECEIVED UNDER THE LOAN AGREEMENT AND, UPON AN EVENT OF DEFAULT, THE MORTGAGE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

The Bonds and the Series B Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust, dated as of _____ 1, 2013, between the Issuer and the Trustee (as from time to time amended and supplemented, the "Indenture"), duly executed and delivered by the Issuer to the Trustee and pursuant to which all payments due from the Company to the Issuer under the Loan Agreement are assigned to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds and the terms upon which the Bonds are issued and secured.

The Bonds are issuable in fully registered form, in minimum denominations of $25,000 or any integral multiple of $5,000 in excess thereof. This bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee in Minneapolis, Minnesota, but only in the manner, subject to the limitations and upon payment of the

charges provided in the Indenture, and upon surrender and cancellation of this bond. Upon such transfer a new registered Bond or Bonds of the same series, date, interest rate and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Issuer and the Trustee and any paying agents may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds shall be callable at any time upon the occurrence of any of the following: (1) the Schoolhouse or any portion thereof is damaged or destroyed or taken in a condemnation proceeding to which Section 5.2(b) of the Loan Agreement is applicable, or (2) the Company shall exercise its option to purchase the Schoolhouse as provided in Section 9.2 of the Loan Agreement or (3) upon acceleration because of an Event of Default. If called for redemption at any time for the reasons stated in clauses (1), (2) or (3) above, the Bonds shall be subject to redemption by the Issuer at any time in whole or (in the case of redemption pursuant to Section 5.2(b) of the Loan Agreement) in such manner as the Company may direct, less than all of such Bonds of a single maturity to be selected randomly in such manner as the Trustee may determine, such redemption to be at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

The Bonds maturing after _____ 1, 202_ are subject to redemption by the Issuer at the option of the Company on any day from and after _____ 1, 202_, in whole or in part on any date, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date of redemption.

The Bonds and the Series B Bonds shall be redeemed upon a Determination of Taxability, in whole but not in part, within 30 days after the date of the Determination of Taxability and at a redemption price equal to 103% of the principal amount of the Bonds and 100% of the principal amount of the Series B Bonds, plus accrued interest to the redemption date.

The Bonds are subject to mandatory sinking fund redemption prior to maturity, and are to be redeemed randomly or such other manner as the Trustee may determine, at 100% of the principal amount thereof plus accrued interest to the date of redemption, on the following dates and in the following principal amounts:

Bonds Maturing June __, 20__

Payment Date (_____ 1)	Principal Amount	Payment Date (_____ 1)	Principal Amount

_____
*Final Maturity

Bonds Maturing _____ 1, 20__

Payment Date (_____ 1)	Principal Amount	Payment Date (_____ 1)	Principal Amount

_____
*Final Maturity

Bonds Maturing _____ 1, 20__

Payment Date (_____ 1)	Principal Amount	Payment Date (_____ 1)	Principal Amount

_____
*Final Maturity

At the option of the Company, to be exercised by facsimile transmission not less than 45 days next proceeding any sinking fund redemption date of a written certificate to the Trustee, the Company may (i) deliver to the Trustee for cancellation Bonds in an aggregate principal amount desired by the Company or (ii) specify a principal amount of Bonds which, prior to said date, have been redeemed (otherwise than through mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Bond so delivered or previously redeemed shall be credited by the Trustee at 100% of the principal amount against the obligation of the Issuer on such mandatory sinking fund redemption date, and any excess shall be so credited against future sinking fund redemption obligations on such Bonds in chronological order. In the event the Company shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the Bonds to be canceled.

In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail at least 30 days and not more than 45 days prior to the date fixed for redemption to the Registered Owner of each bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. In the case of an optional redemption, the notice may state (a) that it is conditioned upon the deposit of moneys, in an amount equal to effect the redemption, with the Trustee on or before the redemption date or (b) that the Company retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as hereinafter described. On or before the redemption date, funds sufficient to redeem such Bonds, including accrued interest thereon to the redemption date, shall be deposited with the Paying Agent. The Bonds thus called shall not, on or after the specified redemption date, bear any interest and, except for the purpose of payment, shall not be entitled to the lien of this Indenture. Any Conditional Redemption may be rescinded in whole or in part at any time prior to the redemption date if the Company delivers a certificate of the Company to the Issuer and the trustee at least 5 days prior to the redemption date instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Company to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.152 through 469.1655, as amended (the "Act"), and pursuant to a resolution adopted by the City Council of the Issuer which authorized the execution and delivery of the Bonds, the Loan Agreement and the Indenture.

The Registered Owner of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, unless an event of default as defined in the Indenture shall have occurred, and then only to the extent provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City of Ramsey, Minnesota, has caused this Bond to be executed in its name and on its behalf by the facsimile signatures of its authorized officers, as of the Date of Original Issue first above written.

CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION
Trustee

By _____
Responsible Agent

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto the transferees indicated below the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises:

Transferee(s)	Principal Amount

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature must be guaranteed by a member of a Medallion Signature Program:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.

The Trustee will not effect transfer of this Bond unless the information concerning the transferee(s) requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if the Bond is held by joint account)

Insert social security or
other identifying number of
Transferee

_____

_____

EXHIBIT B

(FORM OF SERIES B BOND)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA

CITY OF RAMSEY, MINNESOTA
TAXABLE LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2013B

Interest Rate	Maturity Date	Nominal Original Issue Date	CUSIP
%	_____ 1, 20___	June __, 2013	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: _____

KNOW ALL PERSONS BY THESE PRESENTS that the City of Ramsey, Minnesota (the "Issuer"), a body corporate and politic organized and existing under the laws of the State of Minnesota, for value received, promises to pay from the sources and as hereinafter provided, to the Registered Owner (Named Above), or registered assigns, on the Maturity Date (Stated Above), upon surrender hereof, the Principal Sum (Stated Above), and in like manner to pay interest on said Principal Sum from the Original Issue Date hereof at the Interest Rate per annum (Stated Above), semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 201_ (or, if any such day is not a business day, then on the next business day thereafter with the same effect as if paid on such date), until said Principal Sum is paid, except as the provisions hereinafter set forth with respect to redemption of this bond prior to maturity may become applicable hereto. Both principal of and premium, if any, on this bond are payable in lawful money of the United States of America at the designated corporate trust office of Wells Fargo Bank, National Association, in Minneapolis, Minnesota, as trustee ("Trustee"), or at the duly designated office of any successor Trustee or paying agents appointed under the Indenture (as defined hereinafter). Payment of interest on this bond shall be made to the Registered Owner hereof on the "Regular Record Date" or "Special Record Date," as the case may be, and shall be paid by check or draft mailed to the person who shall be the Registered Owner hereof on the Regular Record Date or Special Record Date, as the case may be, at his address as it then appears on the registration books of the Trustee. The Regular Record Date shall be the fifteenth day of the calendar month preceding an Interest Payment Date. The Special Record Date shall be a date for payment of interest, specified by the Trustee in the event of a default on the payment of interest. Interest shall also be payable by wire transfer to an account in a domestic financial institution designated in writing to the Trustee, on or before the appropriate record date, upon request by, and at the expense of, a Registered Owner of at least $1,000,000 in initial aggregate principal amount of the hereinafter defined Bonds.

So long as this Bond is registered in the name of a nominee of the Depository Trust Company ("DTC"), payment of principal, premium, if any, and interest on this Bond shall be made as provided in the Letter of Representations and surrender of this Bond shall not be required for payment of the

redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Indenture, Bonds may only be registered in the name of DTC or its nominee.

This bond is one of an authorized issue of the "Taxable Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013B" (the "Bonds"), limited in aggregate principal amount to $_____. The Bonds are being issued simultaneously with the Issuer's Taxable Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013A, limited in aggregate principal amount to $_____ (the "Series A Bonds"). The Bonds and the Series A Bonds are being issued to (i) advance refund the Issuer's Lease Revenue Bonds (PACT Charter School Project) Series 2004A (the "Prior Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 72,000 square foot public elementary and secondary schoolhouse located at 7250 Ramsey Parkway East Northwest in the City of Ramsey, Minnesota (the "City") (the "Project"), all to be owned by the Company and leased to PACT Charter School (the "School"); (ii) fund a debt service reserve fund; and (iii) pay the costs of issuing the Bonds. The proceeds from the sale of the Bonds have been loaned by the Issuer to the Company, under the terms of a Loan Agreement, dated as of _____ 1, 2013 (as from time to time amended and supplemented, the "Loan Agreement"), under which the Company is obligated to pay amounts which are sufficient to (a) pay the principal of, premium, if any, and interest on the Bonds as the same shall become due in accordance with their terms and provisions and the terms and provisions of the Indenture (as hereinafter defined), (b) pay the fees and expenses of the Trustee and any paying agents properly payable under the Indenture (as defined hereinafter), and (c) pay certain expenses of the Issuer related to the Project and the issuance of the Bonds. The Company has granted a lien on the Schoolhouse (as defined in the Indenture) to the Trustee, pursuant to the Amended and Restated Mortgage, Security Agreement and Assignment of Rents, dated as of _____ 1, 2013 (the "Mortgage"), to secure the obligations under the Loan Agreement and the Indenture. Copies of the Loan Agreement and the Mortgage are on file at the designated corporate trust office of the Trustee, and reference is hereby made to the Loan Agreement and the Mortgage for the provisions thereof.

THIS BOND SHALL NOT BE DEEMED TO CONSTITUTE A DEBT, LIABILITY, OR OBLIGATION OF THE ISSUER, THE CITY OR OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, AND SHALL BE PAYABLE SOLELY FROM REVENUES DERIVED FROM THE SALE, OPERATION, OR LEASING OF THE SCHOOLHOUSE AND THE PAYMENTS RECEIVED UNDER THE LOAN AGREEMENT AND, UPON AN EVENT OF DEFAULT, THE MORTGAGE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE CITY, THE STATE OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

The Bonds and the Series A Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust, dated as of _____ 1, 2013, between the Issuer and the Trustee (as from time to time amended and supplemented, the "Indenture"), duly executed and delivered by the Issuer to the Trustee and pursuant to which all payments due from the Company to the Issuer under the Loan Agreement are assigned to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds and the terms upon which the Bonds are issued and secured.

The Bonds are issuable in fully registered form, in minimum denominations of $25,000 or any integral multiple of $5,000 in excess thereof. This bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the designated corporate trust office of the Trustee in Minneapolis, Minnesota, but only in the manner, subject to the limitations and upon payment of the

charges provided in the Indenture, and upon surrender and cancellation of this bond. Upon such transfer a new registered Bond or Bonds of the same series, date, interest rate and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Issuer and the Trustee and any paying agents may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Bonds shall be callable at any time upon the occurrence of any of the following: (1) the Schoolhouse or any portion thereof is damaged or destroyed or taken in a condemnation proceeding to which Section 5.2(b) of the Loan Agreement is applicable, or (2) the Company shall exercise its option to purchase the Schoolhouse as provided in Section 9.2 of the Loan Agreement or (3) upon acceleration because of an Event of Default. If called for redemption at any time for the reasons stated in clauses (1), (2) or (3) above, the Bonds shall be subject to redemption by the Issuer at any time in whole or (in the case of redemption pursuant to Section 5.2(b) of the Loan Agreement) in such manner as the Company may direct, less than all of such Bonds of a single maturity to be selected randomly in such manner as the Trustee may determine, such redemption to be at a redemption price of 100% of the principal amount thereof plus accrued interest to the redemption date.

The Bonds and the Series A Bonds shall be redeemed upon a Determination of Taxability, in whole but not in part, within 30 days after the date of the Determination of Taxability and at a redemption price equal to 100% of the principal amount of the Bonds and 103% of the principal amount of the Series A Bonds, plus accrued interest to the redemption date.

The Bonds are subject to mandatory sinking fund redemption prior to maturity, and are to be redeemed randomly or such other manner as the Trustee may determine, at 100% of the principal amount thereof plus accrued interest to the date of redemption, on the following dates and in the following principal amounts:

Bonds Maturing _____ 1, 201_

Redemption Date (_____ 1)	Principal Amount

*Final Maturity

At the option of the Company, to be exercised by facsimile transmission not less than 45 days next proceeding any sinking fund redemption date of a written certificate to the Trustee, the Company may (i) deliver to the Trustee for cancellation Bonds in an aggregate principal amount desired by the Company or (ii) specify a principal amount of Bonds which, prior to said date, have been redeemed (otherwise than through mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Bond so delivered or previously redeemed shall be credited by the Trustee at 100% of the principal amount against the obligation of the Issuer on such mandatory sinking fund redemption date, and any excess shall be so credited against future sinking fund redemption obligations on such Bonds in chronological order. In the event the Company

shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the Bonds to be canceled.

In the event any of the Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail at least 30 days and not more than 45 days prior to the date fixed for redemption to the Registered Owner of each bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. In the case of an optional redemption, the notice may state (a) that it is conditioned upon the deposit of moneys, in an amount equal to effect the redemption, with the Trustee on or before the redemption date or (b) that the Company retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as hereinafter described. On or before the redemption date, funds sufficient to redeem such Bonds, including accrued interest thereon to the redemption date, shall be deposited with the Paying Agent. The Bonds thus called shall not, on or after the specified redemption date, bear any interest and, except for the purpose of payment, shall not be entitled to the lien of this Indenture. Any Conditional Redemption may be rescinded in whole or in part at any time prior to the redemption date if the Company delivers a certificate of the Company to the Issuer and the trustee at least five days prior to the redemption date instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected Bondholders. Any Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Company to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain Outstanding.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.152 through 469.1651, as amended (the "Act"), and pursuant to a resolution adopted by the City Council of the Issuer which authorized the execution and delivery of the Bonds, the Loan Agreement and the Indenture.

The Registered Owner of this bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, unless an event of default as defined in the Indenture shall have occurred, and then only to the extent provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Ramsey, Minnesota, has caused this Bond to be executed in its name and on its behalf by the facsimile signatures of its authorized officers, as of the Date of Original Issue first above written.

CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Indenture.

WELLS FARGO BANK, NATIONAL ASSOCIATION
Trustee

By _____
Responsible Agent

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto the transferees indicated below the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises:

Transferee(s)	Principal Amount

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature must be guaranteed by a member of a Medallion Signature Program:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.

The Trustee will not effect transfer of this Bond unless the information concerning the transferee(s) requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if the Bond is held by joint account)

Insert social security or
other identifying number of
Transferee

_____

_____

AMENDED AND RESTATED
MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

made by

PCS BUILDING COMPANY,
Mortgagor

in favor of

WELLS FARGO BANK, NATIONAL ASSOCIATION,
Mortgagee

Dated as of _____ 1, 2013

(THIS MORTGAGE IS ALSO A FIXTURE FINANCING STATEMENT AND CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.)

The current principal indebtedness secured by the Original Mortgage (defined herein) as amended and supplemented by this Amended and Restated Mortgage is $_____**.** As a condition to recording the Original Mortgage, Mortgagor paid or caused to be paid on March 31, 2004 mortgage registry tax in the amount of $26,511.50. This Amended and Restated Mortgage alters the Original Mortgage by providing for an **[increase]** in the amount of debt secured by this Amended and Restated Mortgage by $_____ to $_____. This Amended and Restated Mortgage is a "supplemental mortgage" within the meaning of Minnesota Statutes, § 287.05, **[as a result of which additional mortgage registry tax in the amount of $_____ is payable as a condition to the recording of this Mortgage]**.

This instrument was drafted by:
Briggs and Morgan, Professional Association (CJC)
2200 IDS Center
80 South 8th Street
Minneapolis MN 55402

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THIS AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, dated as of _____ 1, 2013 (this "Mortgage"), is made between PCS BUILDING COMPANY, a Minnesota nonprofit corporation organized and existing under the laws of the State of Minnesota (the "Company" or the "Mortgagor"), as mortgagor, and Wells Fargo Bank, National Association, a national banking association (the "Trustee" or the "Mortgagee"), as mortgagee. This Mortgage is for the benefit of the Trustee and for the registered owners of the Bonds (defined below).

WITNESSETH:

WHEREAS, the City of Ramsey, Minnesota (the "City") previously issued its Lease Revenue Bonds, (PACT Charter School Project) Series 2004A (the "Prior Series A Bonds") and its Taxable Lease Revenue Bonds (PACT Charter School Project) Series 2004B (the "Prior Series B Bonds" and together with the Prior Series A Bonds, the "Prior Bonds"), with a final maturity date of December 1, 2033 for the Series A Bonds and December 1, 2007 for the Series B Bonds; and

WHEREAS, in connection with the issuance of the Prior Bonds and to secure payment of the Prior Bonds, the Company executed a Mortgage, Security Agreement and Assignment of Rents dated as of March 1, 2004, in favor of the Trustee and recorded with the office of the Anoka County Recorder on March 31, 2004, as Document No. 1909296 (the "Original Mortgage"); and

WHEREAS, the Prior Bonds are being restructured with the proceeds of the Bonds (defined below); and

WHEREAS, for the purpose of restructuring the Prior Bonds, the City of Ramsey, Minnesota (the "City") has issued its Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013A (the "Series A Bonds") and its Taxable Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013B (the "Series B Bonds") and, with the Series A Bonds, the "Bonds") with a final maturity date of _____ 1, 20__ and bearing interest and maturing as provided therein; and

WHEREAS, the City will loan the proceeds of the Bonds to the Company pursuant to a Loan Agreement dated as of the date hereof, between the City and the Company (the "Loan Agreement") for the purpose of advance refunding the Prior Series A Bonds, the proceeds of which were used to finance the acquisition, construction and equipping of an approximately 72,000 square foot kindergarten through grade twelve education facility located at 7250 Ramsey Parkway East Northwest in the City, located on the property legally described on Exhibit A attached hereto (the "Project") and the City's interest in the Loan Agreement, except for certain reserved rights, has been assigned to the Trustee; and

WHEREAS, pursuant to the Loan Agreement, the Company has covenanted, among other things, to make loan repayments sufficient to pay amortized installments of principal and interest on the Bonds when due; and

WHEREAS, the City and the Trustee have required, as a condition for the issuance of the Bonds by the City and for the purchase and acceptance of the Bonds by the Bondholders, that the Company secure the repayment of the Bonds by this Mortgage in the maximum principal amount of $_____.

WHEREAS, as a result of the execution and delivery by the Company of the Loan Agreement, the principal balance of the debt secured by this Mortgage is **[increased]** by the sum of $_____, from $_____ to $_____, and the original loan to the Company, as so amended and **[increased]** is secured by the Original Mortgage, as hereby amended and restated; and

WHEREAS, because of the **[increase]** in the principal amount of the debt secured by this Mortgage, this Mortgage is a "supplemental mortgage" within the meaning of Minnesota Statutes, § 287.05, **[as a result of which additional mortgage registry tax in the amount of $_____ is payable as a condition to the recording of this Mortgage]**, and

WHEREAS, this Mortgage amends and restates in full the Original Mortgage.

NOW THEREFORE, the Company and the Trustee hereby agree as follows:

ARTICLE I

DEFINITIONS

The terms defined in this Article I shall for all purposes of this Mortgage have the meanings herein specified or those meanings specified in the Loan Agreement or the Indenture, unless the context clearly requires otherwise:

"*Bonds*" shall mean the Issuer's $_____ Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A and its $_____ Taxable Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013B.

"*Company*" shall mean PCS Building Company, a Minnesota nonprofit corporation, and any successor owner of the Mortgaged Property who agrees to be bound by this Mortgage.

"*Event of Default*" shall mean any event defined as such in Section 8.1 of the Loan Agreement or Section 9.01 of the Indenture, or any default under the Lease or this Mortgage.

"*Indenture*" shall mean the Indenture of Trust, dated as of the date hereof, between the Issuer and the Trustee, as amended and supplemented from time to time.

"*Issuer*" shall mean the City of Ramsey, Minnesota, a municipal corporation organized and existing under the laws of the State of Minnesota, and any successor to its rights, duties and functions.

"Lease" means the Amended and Restated Lease Agreement with respect to the Project dated as of the date hereof by and between the Company, as Lessor, and the School, as Lessee, and any amendment thereto.

"*Loan Agreement*" shall mean the Loan Agreement, dated as of the date hereof, between the Company and the Issuer, as amended from time to time.

"*Loan Repayments*" shall mean the payments required to be made by the Company pursuant to Section 4.2(a) of the Loan Agreement.

"*Master Agreement*" shall mean the Master Development Agreement for Ramsey Town Center by and between the Issuer and Ramsey Town Center LLC.

"*Mortgage*" shall mean this Amended and Restated Mortgage, Security Agreement and Assignment of Rents, as amended and supplemented from time to time.

"*Mortgaged Property*" shall mean all real estate, buildings, equipment and other interests as more particularly described in subsections (a) through (g), inclusive, of Section 2.1 hereof, including the real estate described in Exhibit A hereto.

"*Permitted Encumbrances*" shall mean those encumbrances set forth in Section 3.2 hereof and Exhibit B hereto.

"*Pledged Accounts*" shall mean the right to receive all receipts, revenues and income derived by the Company, or on behalf of the Company by the Issuer or the Trustee or a receiver, from the Mortgaged Property, including, without limiting the generality of the foregoing, revenues derived from the operation of the Mortgaged Property, whether in the form of accounts receivable, contract rights, general intangibles or other rights, and the proceeds of such rights, whether now owned or held or hereafter coming into existence.

"School" means PACT Charter School, a Minnesota nonprofit corporation, formed as a public (charter) school.

"*Trustee*" shall mean Wells Fargo Bank, National Association, and any successor trustee under the Indenture.

ARTICLE II

MORTGAGE AND SECURITY INTEREST

Section 2.1. ***Mortgage and Security Interest***. In order to secure, and as security for, (i) the making of the Loan Repayments by the Company to the Trustee for the account of the Issuer and the benefit of registered owners of the Bonds, pursuant to the Loan Agreement, and (ii) the performance and observance by the Company of all of the other covenants, agreements, representations, warranties and conditions contained herein or in the Loan Agreement, the Company by these presents does hereby sell, assign, mortgage, grant, convey, transfer, pledge, set over and confirm unto the Trustee, and its successors and assigns forever, with power of sale, and grant a lien and security interest in, the Mortgaged Property, consisting of all and singular the following described premises and property of the Company:

(a) That real estate lying and being in the City of Ramsey, located in Anoka County, Minnesota, described in Exhibit A attached hereto and made a part hereof as though set forth in full herein;

(b) All buildings, improvements, structures and appurtenances now standing, or at any time hereafter constructed or placed upon the real estate described in Exhibit A attached hereto and made a part hereof as though set forth in full herein or any part thereof, including all right, title and interest of the Company in and to all building material, plants, fixtures and trade fixtures of every kind and nature whatsoever on said premises or in any building now or hereafter standing on said real estate, or any part thereof;

(c) The reversion or reversions, remainder or remainders, in and to the real estate described in Exhibit A hereto and each and every part thereof, together with the entire interest of the Company in and to all and singular the tenements, hereditaments, easements, rights, privileges and appurtenances to said real estate belonging or in any way appertaining thereto;

(d) All the estate, right, title, interest, claim or demand whatsoever of the Company, either in law or in equity in possession or expectancy, of, in and to the real

estate described in Exhibit A hereto, it being the intention of the parties hereto that so far as may be permitted by law, all tangible personal property now owned or hereafter acquired by the Company and affixed to or attached to said real estate shall be deemed to be, and shall be considered as, fixtures and appurtenances to said real estate of the Company;

(e) All of the Company's right, title and interest, if any, in and to any streets, rights-of-way, and alleys on or adjoining the real estate described in Exhibit A hereto;

(f) All and singular the furniture, goods, equipment, machinery, inventory and other tangible personal property owned by the Company used or suitable for use in the operation or maintenance of the real estate described in Exhibit A hereto and located on the real estate described in Exhibit A hereto, and any items of furniture, goods, equipment, machinery, inventory and other tangible personal property acquired and installed on the real estate described in Exhibit A hereto in addition thereto or in substitution or replacement therefor, and any proceeds of the same, less any such item as may be released from the lien of this Mortgage pursuant to the terms hereof or of the Loan Agreement; and

(g) All of the Company's present and future Pledged Accounts arising out of or in connection with the Mortgaged Property, and all proceeds thereof.

TO HAVE AND TO HOLD, all and singular, the Mortgaged Property and the rights and privileges hereby granted, mortgaged, conveyed, assigned and pledged by the Company or intended so to be, ratably unto the Trustee and its successors and assigns forever, in trust, nevertheless, with power of sale for the equal and pro rata benefit and security of each and every registered owner of the Bonds issued under the Indenture, without preference, priority or distinction as to the participation in the lien, benefit and protection hereof of one Bond over or from the others, by reason of priority in the issue or negotiation or maturity thereof, or for any reason whatsoever, except as otherwise expressly provided in the Indenture or the Loan Agreement, so that each and all of such Bonds hereby secured shall have the same right, lien and privilege under this Mortgage and shall be secured equally hereby;

SUBJECT, NEVERTHELESS, to Permitted Encumbrances;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the Company, or their respective successors or assigns, shall well and truly pay all Loan Repayments applicable to the Bonds on behalf of the Issuer according to the provisions set forth in the Loan Agreement (which is by reference incorporated herein and made a part hereof with the same effect as if it were set forth in full herein) and shall also pay or cause to be paid all other sums payable under the Loan Agreement by the Company and the Company shall faithfully and punctually perform all other conditions, covenants and agreements set forth in the Loan Agreement on behalf of the Issuer, then these presents and the estate, lien, security interests and rights hereby granted shall cease, determine and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Company, shall duly execute, acknowledge and deliver to the Company such instruments of satisfaction or release in respect of the Mortgaged Property as may be necessary or proper to discharge this

Mortgage of record, and if necessary shall grant, reassign and deliver to the Company, its successors or assigns, all and singular the property and interest by it hereby granted, conveyed, mortgaged and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as provided in the Loan Agreement; otherwise this Mortgage shall be and remain in full force.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all of the Mortgaged Property is to be held and applied, subject to the covenants, agreements and conditions set forth in the Loan Agreement and herein.

Section 2.2. ***Payments and Performances Secured***. This Mortgage shall cover and secure:

(a) Payment of any and all Loan Repayments pursuant to the Loan Agreement, together with any renewals or extensions thereof but only to the extent such Loan Repayments are applied or will be applied to the payment of the Bonds. Notwithstanding anything to the contrary contained herein, the maximum principal amount secured hereby is $_____.

(b) Performance of each covenant, agreement or condition of the Company set forth in the Loan Agreement.

(c) The final maturity dates of the obligations secured by this Mortgage are _____ 1, 20___ for the Series A Bonds and _____ 1, 20__ for the Series B Bonds.

Section 2.3. ***Remedies Upon Event of Default***. If one or more Events of Default shall have occurred and be continuing, the Trustee shall be entitled to exercise any or all of the remedies set forth or provided in the Loan Agreement, the Indenture or herein, to the extent permitted by law, including, but not limited to, (i) petitioning a court of competent jurisdiction for the appointment of a receiver to take possession of and manage and operate the Mortgaged Property for the benefit of the Issuer, and (ii) declaring all Loan Repayments under the Loan Agreement applicable to the payment of the Bonds immediately due and payable without notice, and the Trustee is hereby authorized and empowered to the extent as may from time to time be permitted by law, to foreclose this Mortgage by judicial proceedings or by advertisement with full authority to sell the Mortgaged Property at public auction and convey the same to the purchaser in fee simple in accordance with the laws of the State of Minnesota, and out of the moneys arising from such sale to retain all sums secured hereby, together with interest and all legal costs and charges of such foreclosure, which costs and charges the Company agrees to pay.

Without limiting the foregoing, upon an Event of Default the Trustee shall have the right, to the extent as may from time to time be permitted by law, to:

(a) Foreclose on this Mortgage, enter and take possession of the Mortgaged Property or any part thereof without termination of the Loan Agreement, and use its best efforts to lease for any commercial purpose or foreclose and sell the Mortgaged Property or any part thereof for the account of the Company, holding the Company liable, to the extent permitted by law, for the difference between the amounts received and the Loan

Repayments and other amounts payable by the Company under the Loan Agreement or otherwise secured hereby, but only such Loan Repayments as are applicable to the payment of the Bonds;

(b) Foreclose on this Mortgage, terminate the Loan Agreement, exclude the Company from possession of the Mortgaged Property or any part thereof and use its best efforts to lease for any commercial purpose or sell the Mortgaged Property or any part thereof, subject to the Master Agreement, to another for the account of the Company, holding the Company liable, to the extent permitted by law, for the difference between the amounts received and the Loan Repayments and other amounts payable by the Company under the Loan Agreement or otherwise secured hereby, but only such Loan Repayments as are applicable to the payment of the Bonds;

(c) Foreclose on this Mortgage, terminate the Loan Agreement, exclude the Company from possession of the Mortgaged Property or any part thereof, and all Loan Repayments theretofore made by the Company shall be retained and applied to the payment of principal of and interest on the Bonds, and all interest of the Company in the Mortgaged Property shall terminate;

(d) Exercise any remedies available to a secured party under the Minnesota Uniform Commercial Code; and

(e) Pay the costs and expenses incurred by the Issuer, the Trustee, their agents and counsel, including reasonable fees and disbursements of the attorneys involved to the extent permitted by law; provided, however, that the Trustee shall distribute to the registered owners of the Bonds, as partial payment of the Bonds in the case of any Event of Default, all moneys in the Reserve Fund not needed for the expenses of the Issuer or the Trustee, prior to commencing any foreclosure hereunder.

The Company agrees, to the extent permitted from time to time by law, to pay to the Trustee any deficiency which may be assessed against the Company, such deficiency being the difference between (i) the amounts received from foreclosure of this Mortgage and remedies pursued under the Minnesota Uniform Commercial Code or otherwise and (ii) the aggregate amount remaining unpaid as principal of and interest on the outstanding Bonds.

Section 2.4. ***Right of Entry***. If the Trustee exercises one of the remedies provided for in subsection (a), (b) or (c) of Section 2.3 hereof, pursuant to a foreclosure of this Mortgage, the Trustee may then or at any time thereafter, to the extent permitted from time to time by law, take complete and peaceful possession of the Mortgaged Property or any portion thereof, and may remove all persons therefrom, and the Company covenants in any such event, to the extent required from time to time by law, peacefully and quietly to yield up and surrender the Mortgaged Property or such portion thereof to the Trustee.

Section 2.5. ***Assignment of Rents, Profits and Other Income; Receivership***. As additional security for the obligations secured by this Mortgage, the Company does hereby bargain, sell, assign and set over unto the Trustee all the rents, profits and other income of any

kind which, whether before, during or after foreclosure or during any period of redemption, shall accrue and be owing for the use or occupation of the Mortgaged Property or any part thereof.

The Company agrees that upon or any time after (i) the occurrence of an Event of Default, (ii) the first publication of any notice of sale for the foreclosure of this Mortgage, (iii) the commencement of any action to foreclose this Mortgage pursuant to Minnesota law, or (iv) the commencement of any period of redemption after foreclosure of this Mortgage, then in any such event, the Trustee shall be entitled, but shall not be required, to apply to the appropriate court in the County where the Mortgaged Property is located, by an action separate from any permissible foreclosure for the appointment of a receiver for the rents, profits and all other income of every kind which shall accrue and be owing for the use or occupation of the Mortgaged Property or any part thereof. The court shall determine the amount of the bond to be posted by any receiver. The receiver, who shall be an experienced manager of facilities similar to the Mortgaged Property, if available, shall collect (until the indebtedness secured hereby is paid in full and, in the case of a foreclosure sale, during the entire redemption period, if any) the rents, profits and all other income of any kind from the Mortgaged Property, manage the Mortgaged Property so as to prevent waste, execute leases without or beyond the period of the receivership, if approved by the court, and apply all rents, profits and other income collected by such receiver in the following manner and in the following order of priority:

(a) reasonable fees (including reasonable attorney's fees) of the receiver, the Issuer and the Trustee;

(b) expenses for normal maintenance, operation and management of the Mortgaged Property; and

(c) the balance to the Trustee to be credited against the obligations secured hereby, and, with respect to that to be credited against amounts owed on the Bonds, in the manner set forth in the Indenture, or to the amount required to be paid to effect a reinstatement or redemption, as the case may be, pursuant to law, if applicable.

The receiver shall file periodic accountings as the court determines are necessary and a final accounting at the time of such receiver's discharge. The Trustee shall have the right, but shall not be required, at any time and without limitation, to the extent provided by law, to advance money to the receiver to pay any part or all of the expenses which the receiver should otherwise pay if cash were available from the Mortgaged Property, and sums so advanced, with interest at the rate provided in the Loan Agreement, shall be a part of the sum required to be paid to redeem from any sale. Said sums shall be proved by the affidavit of the Trustee, its agents or attorneys, describing the expenses for which the same were advanced and describing the real estate, if such must be filed for record in the officer where this Mortgage is recorded, and a copy thereof shall be furnished to the sheriff and the receiver at least 10 days before the expiration of any period of redemption.

The expense (including any receiver's fees, attorney's fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be deemed to be immediately due and payable by the Company to the Trustee and shall be secured hereby. The

Trustee shall not be required to take any action under this Section unless it is indemnified to its satisfaction.

Section 2.6. ***Acknowledgment of Waiver of Hearing Before Sale***. Company understands and agrees that if an Event of Default occurs under the terms of this Mortgage, Trustee has the right, inter alia, to foreclose this Mortgage by advertisement pursuant to Minnesota Statutes, Chapter **[580]**, as hereafter amended, or pursuant to any similar or replacement statute hereafter enacted; that if Trustee elects to foreclose by advertisement, it may cause the Mortgaged Property, or any part thereof, to be sold at public auction; that notice of such sale must be published for six (6) successive weeks at least once a week in a newspaper of general circulation and that no personal notice is required to be served upon the Company. The Company further understands that in the event of such default Trustee may also elect its rights under the Minnesota Uniform Commercial Code and take possession of the collateral, or any part thereof, and dispose of the same by sale or otherwise in one or more parcels provided that at least ten days' prior notice of such disposition must be given, all as provided for by the Minnesota Uniform Commercial Code, as hereafter amended or by any similar or replacement statute hereafter enacted. The Company further understands that under the Constitution of the United States and the Constitution of the State of Minnesota it may have the right to notice and hearing before the Mortgaged Property may be sold and that the procedure for foreclosure by advertisement described above does not insure that notice will be given to the Company and neither said procedure for foreclosure by advertisement nor the Minnesota Uniform Commercial Code requires any hearing or other judicial proceeding. THE COMPANY HEREBY RELINQUISHES, WAIVES AND GIVES UP ANY CONSTITUTIONAL RIGHTS IT MAY HAVE TO NOTICE AND HEARING BEFORE SALE OF THE MORTGAGED PROPERTY AND EXPRESSLY CONSENTS AND AGREES THAT THE MORTGAGED PROPERTY MAY BE FORECLOSED BY ADVERTISEMENT AND THAT THE COLLATERAL MAY BE DISPOSED OF PURSUANT TO THE MINNESOTA UNIFORM COMMERCIAL CODE, ALL AS DESCRIBED ABOVE. THE COMPANY ACKNOWLEDGES THAT IT IS REPRESENTED BY LEGAL COUNSEL; THAT BEFORE SIGNING THIS DOCUMENT, THIS SECTION AND THE COMPANY'S CONSTITUTIONAL RIGHTS WERE FULLY EXPLAINED BY SUCH COUNSEL AND THAT THE COMPANY UNDERSTANDS THE NATURE AND EXTENT OF THE RIGHTS WAIVED HEREBY AND THE EFFECT OF SUCH WAIVER.

ARTICLE III

REPRESENTATIONS, COVENANTS AND PERMITTED ENCUMBRANCES

Section 3.1. ***Warranty of Title***. The Company hereby covenants and warrants that it is and will continue to be well and truly seized of good title in fee simple to the Mortgaged Property and that it has good right and lawful authority to convey and grant a lien and security interest in the same to the Trustee and that the title, lien and security interest hereby conveyed is and will forever be free, clear and unencumbered, subject, however, to Permitted Encumbrances. The Company covenants and agrees to warrant and defend its good and insurable title to the Mortgaged Property (subject to Permitted Encumbrances) and its good right and lawful authority to grant a lien and security interest in the same to the Trustee.

Section 3.2. ***Permitted Encumbrances***. "Permitted Encumbrances" shall mean, with respect to the Mortgaged Property, the Lease and the following:

(a) **[the Subordinate Loan including the Line of Credit in an amount up to $600,000;]**

(b) liens for taxes, levies, assessments, utility rents, rates and charges, licenses or permits or other impositions, provided that in each case the same shall either (i) not be due and payable, (ii) not be delinquent to the extent that penalties for nonpayment may then be assessed, or the Mortgaged Property or any portion thereof, shall then be subject to forfeiture, or (iii) be a lien, the amount or validity of which is being contested in good faith by the Company in accordance with Section 4.5 of the Loan Agreement;

(c) mechanics', workmen's, repairmen's, supplier's, vendors' or carriers' liens or other similar liens, provided that the contract price secured by the lien is not yet due or the amount or validity of the lien shall be contested in good faith by the Company in accordance with Section 4.4 of the Loan Agreement;

(d) financing statements naming the Issuer or the Company as debtor and naming the Issuer or the Trustee as secured party, filed to perfect the security interests granted by the Indenture, the Loan Agreement and this Mortgage;

(e) rights of the United States or any state or political subdivision thereof (which for purposes of this definition shall include any taxing or improvement district), or other public or governmental authority or agency, to take, use or control property or to terminate any right, power, franchise, grant, license or permit previously in force;

(f) any leases or subleases or assignments permitted under Section 7.1 of the Loan Agreement;

(g) the pendency or filing of any application or proceedings seeking to annex or rezone the Mortgaged Property or any portion thereof, or to include it in any political subdivision;

(h) those liens, encumbrances, easements, servitudes, licenses, rights-of-way described in Exhibit B attached hereto; and

(i) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property similar in character to the Mortgaged Property and as do not, in the opinion of independent counsel delivered to the Issuer, materially impair the property affected thereby for the purposes of the Mortgaged Property.

Section 3.3. ***Hazardous Materials***. The Company covenants, warrants and represents to the Trustee, its successors and assigns, (i) that to the best of the Company's knowledge, without independent investigation, and except as disclosed to the Trustee in writing, no dangerous, toxic or hazardous pollutants, chemical wastes or substances as defined in the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or the Federal Resource Conservation and Recovery Act of 1976 ("RCRA"), or the Minnesota

Environmental Response and Liability Act, (the "MERLA"), or any other federal, state or local environmental laws, statutes, regulations, requirements and ordinances ("Hazardous Substance") are present on the Mortgaged Property; (ii) that, to the best of the Company's knowledge, no part of the Mortgaged Property is listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or in any list of hazardous waste priorities in the State of Minnesota; (iii) that the Company shall not store, locate, generate, treat or discharge any Hazardous Substance in, on or from the Mortgaged Property except in compliance with CERCLA, RCRA, the MERLA, and other applicable federal, state or local environmental laws, statutes, regulations, requirements and ordinances (collectively, "Environmental Regulations"); and (iv) that the Company shall cause all Hazardous Substances found on or in the Mortgaged Property (including Hazardous Substances on the Mortgaged Property on the date of the issuance and delivery of the Bonds) to be properly removed therefrom and properly disposed of to the extent required by and in accordance with all applicable Environmental Regulations and shall comply with all applicable Environmental Regulations with respect to the Mortgaged Property. The Company agrees to indemnify and reimburse the Trustee, the registered owners of the Bonds, their successors and assigns, and any successor owner of the Mortgaged Property acquiring title upon foreclosure of the Mortgage or deed in lieu of foreclosure, for any breach of these representations and warranties and from any loss, damage, expense or cost arising out of or incurred by them or any of them which is a result of a breach, misstatement of or misrepresentation of the above covenants, representations and warranties, together with all attorneys' fees incurred in connection with the defense of any action against the Trustee arising out of the above unless caused by the Trustee. Promptly after receipt by a person or party indemnified hereunder of notice of commencement of any action in respect of which indemnity may be sought against the Company under this Section, such person or party will notify the Company in writing of the commencement thereof and, subject to the provisions hereinafter stated, the Company shall assume the defense of such action (including the employment of counsel, who shall be counsel satisfactory to the Company and the indemnified person or party) insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Company. The indemnified person or party shall have the right to employ separate counsel in any such action, and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Company unless the employment of such counsel has been specifically authorized by the Company. The Company shall not be liable to indemnify any person or party for any settlement of any such action effected without its prior written consent. These covenants, representations and warranties are for the benefit of the Trustee, the registered owners of the Bonds, their successors and assigns, and any successor owner of the Mortgaged Property acquiring title upon foreclosure of the Mortgage or deed in lieu of foreclosure, and shall be deemed to survive termination of this Mortgage.

ARTICLE IV

REMOVAL OF MORTGAGED PROPERTY; EASEMENTS; ADDITION OF IMPROVEMENTS TO LIEN OF MORTGAGE; RELEASE

Section 4.1. ***Removal of Mortgaged Property***. The Company will not physically move any portion of the Mortgaged Property or relocate any portion necessarily incident to its operations to any site which is not a part of the Mortgaged Property unless this Mortgage is

appropriately amended to include such site within the lien hereof; provided, that unnecessary or obsolete personal property may be removed without replacement and other personal property may be removed so long as the Company replaces such personal property with other personal property of substantially similar value or utility.

Section 4.2. ***Grant of Easements, Liens, Etc***. The Company may at any time or times grant to itself or others easements, licenses, rights of way and other rights or privileges in the nature of easements with respect to the Mortgaged Property, free from the lien of this Mortgage, or the Company may release existing easements, licenses, rights of way and other rights or privileges with or without consideration, and the Trustee will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or privilege; provided, however, that prior to any such grant or release, the Company shall provide to the Trustee a certificate from the Company to the effect that such grant or release does not adversely and materially affect the value or the operation of the Mortgaged Property or the security of the Trustee.

Section 4.3. ***Addition of Improvements to Lien of Mortgage***. All buildings, structures or improvements which may be acquired or constructed by the Company subsequent to the date hereof and which are located on the real estate described in Exhibit A hereto, all property of every kind or nature added to or installed in building, structure or improvement located on said land, and all equipment located on said land, acquired by the Company after the date hereof, shall, immediately upon the acquisition thereof by the Company, and without any further conveyance or assignment, become subject to the mortgage, lien and security interest of this Mortgage. Nevertheless, the Company, will do, execute, acknowledge and deliver all and every such further actions, conveyances and assurances as the Trustee shall require for accomplishing the purpose of this Section.

Section 4.4. ***Release***. Upon payment in full of the Bonds (so that such Bonds are no longer Outstanding under the Indenture) and all other obligations secured by this Mortgage, this Mortgage shall be released of record, and the Trustee agrees to execute a release of this Mortgage.

Section 4.5. ***Partial Release***. The Company shall have the right, in its sole discretion and at any time, to subdivide the Mortgaged Property into two or more separate parcels of land in accordance with any subdivision law in effect at the time the Company elects to subdivide, provided, (i) upon completion of the subdivision the Mortgaged Property shall be on a separate parcel that may legally be conveyed as a separate parcel (the "Mortgaged Property Parcel"), independent of the other resulting parcels. In the event the Company elects to subdivide, the Trustee shall, without expense to Trustee, (i) cooperate with that subdivision by executing any plat or consent to plat or other instrument required in connection with the subdivision process and (ii) upon completion of the subdivision process, the Trustee shall release of record all of the Mortgaged Property except the Mortgaged Property Parcel.

ARTICLE V

MISCELLANEOUS

Section 5.1. ***Recording***. The Company will cause this Mortgage and all supplements hereto and any other instruments of further assurance to be promptly recorded, filed and registered, and at all times to be recorded, filed and registered, in such manner and in such places as may be required by law fully to preserve and protect the rights of the Trustee hereunder as to all Mortgaged Property.

Section 5.2. ***Title Opinion or Title Insurance***. The Company will furnish to the Trustee simultaneously with the recordation and filing of this Mortgage, (i) a title opinion in form satisfactory to the Trustee, or (ii) an A.L.T.A. form of Mortgagee insurance policy naming the Trustee as mortgagee, insuring that the Company has good and marketable fee simple title to the real estate comprising the Mortgaged Property, subject only to this Mortgage and Permitted Encumbrances as defined herein. Moreover, the Company will furnish to the Trustee promptly after the execution and delivery of each supplemental instrument of further assurance, an opinion of counsel stating that, in the opinion of such counsel, such supplemental instrument of further assurance has been properly recorded, filed and/or registered in each requisite jurisdiction and reciting the date or dates of such recordation, filing and/or registration.

Section 5.3. ***Binding Effect; Mortgage Covenants***. All terms, covenants, conditions and agreements of the Company contained herein or set forth in this Mortgage shall be binding upon the Company, its successors and assigns, and every covenant, condition and agreement herein contained or set forth in the Loan Agreement in favor of the Trustee shall apply to and inure to the benefit of the Trustee, its successors or assigns. This Mortgage is expressly made subject to all terms, conditions, covenants and agreements set forth in the Loan Agreement. The representations and warranties made in this Mortgage shall survive the closing of the financing transaction contemplated hereby and remain valid and effective for the term of this Mortgage.

This Mortgage contains Minnesota mortgage covenants and is subject to Minnesota statutory mortgage conditions for the breach of which it is subject to foreclosure as required by law.

Section 5.4. ***Amendments***. Except as provided in Article IV hereof, this Mortgage may not be amended.

Section 5.5. ***Use of Mortgaged Property; Redemption; Insurance***. It is recognized by the parties hereto that unless and until an Event of Default shall have occurred under the Loan Agreement, and the Trustee shall have exercised one of the remedies under Article II hereof, the Company shall have the unencumbered right to the use of the Mortgaged Property in the ordinary course of its business, subject to the Loan Agreement. The Company has agreed in Article IV of the Loan Agreement to maintain specific types of insurance in specific amounts.

Section 5.6. ***Exercise of Trustee Rights***. All proceeds obtained by the Trustee in the exercise of rights and remedies hereunder shall be applied as set forth in Article IX of the Indenture.

Section 5.7. ***This Instrument is a Fixture Financing Statement***. This instrument shall be deemed to be a Fixture Financing Statement within the meaning of the Minnesota Uniform Commercial Code:

(a)	Name and address of Debtor:	PCS Building Company c/o PACT Charter School 7250 Ramsey Parkway East Northwest Ramsey, MN 55303 Attention: Chief Financial Officer Organizational No. 1Z-125
(b)	Name and address of Secured Party:	Wells Fargo Bank, National Association MAC: N9311-115 625 Marquette Avenue, 11th Floor Minneapolis, MN 55479 Attn: Corporate Trust Services
(c)	Description of the types or items of property covered by this Financing Statement:	See Section 2.1 hereof

Description of real estate to which the collateral is attached or upon which it is located is attached as Exhibit A hereto.

Some of the above-described collateral is or is to become fixtures or trade fixtures upon the real estate described upon Exhibit A hereto, and this Financing Statement is to be filed for record in the real estate records of Anoka County, Minnesota.

Section 5.8. ***Counterparts***. This Mortgage may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.9. ***Notices***. All notices, certificates or other communication required to be given to the Company and the Trustee in accordance with the provisions of the Mortgage shall be given to those parties at the addresses set forth in Section 5.7 above or at such other addresses as the parties may direct by written notice to each other.

IN WITNESS WHEREOF, the parties have caused this Mortgage, Security Agreement and Assignment of Rents to be executed as of the date first above written.

PCS BUILDING COMPANY, a Minnesota nonprofit corporation

By:_____
Its:_____

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of PCS Building Company, a Minnesota nonprofit corporation, on behalf of the corporation.

_____
Notary Public

(SEAL)

WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association

By_____
Its_____

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____, the _____ of Wells Fargo Bank, National Association, a national banking association, on behalf of such national banking association.

_____
Notary Public

(SEAL)

EXHIBIT A

MORTGAGED REAL ESTATE

Lot 1, Block 1, Ramsey Town Center, Anoka County, Minnesota

EXHIBIT B

PERMITTED ENCUMBRANCES

1. Real estate taxes and assessments not yet due and payable.

2. Easement for utilities and drainage as shown on the recorded plat.

3. Terms and conditions of City of Ramsey Master Development Agreement for Ramsey Town Center dated September 17, 2003, filed September 24, 2003, as Document No. 1854364.

4. Limitation of right of access to Ramsey Boulevard taken in Final Certificate filed August 28, 1985, as Document No. 684425.

5. Terms and conditions of Declaration of Restrictive Covenant Regarding Banking or Financial Institution Agreement dated September 24, 2003, filed September 26, 2003, as Document No. 1855389.

6. Lack of right of access to and from the subject property.

7. Involuntary liens.

8. The Amended and Restated Lease Agreement dated as of _____ 1, 2013 between the Company and PACT Charter School as evidenced by that certain Amended and Restated Memorandum of Lease dated as of _____ 1, 2013, and recorded in the Office of the County Recorder of Anoka County, Minnesota on _____, 2013, as document number _____.

ESCROW AGREEMENT

by and between

CITY OF RAMSEY, MINNESOTA

PCS BUILDING COMPANY

and

WELLS FARGO BANK, NATIONAL ASSOCIATION
as Escrow Agent

Dated as of _____ 1, 2013

Relating to

City of Ramsey, Minnesota
Lease Revenue Bonds, Series 2004A
(PACT Charter School Project)

This instrument was drafted by:
BRIGGS AND MORGAN (CJC)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157

THIS ESCROW AGREEMENT, dated as of _____ 1, 2013, by and between the **CITY OF RAMSEY, MINNESOTA**, a municipal corporation (the "Issuer"), **PCS BUILDING COMPANY,** a Minnesota nonprofit corporation (the "Borrower"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION** in its capacity as trustee for the Prior Bonds (as hereafter defined) (the "Escrow Agent"):

W I T N E S S E T H :

WHEREAS, the Issuer previously issued its Lease Revenue Bonds, Series 2004A (PACT Charter School Project) dated as of March 1, 2004 (the "Prior Bonds") pursuant to that certain Indenture of Trust dated as of March 1, 2004 by and between the Issuer and Wells Fargo Bank, National Association (the "Original Indenture").

WHEREAS, the Borrower has requested that the Issuer issue Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2013A (the "Refunding Bonds") for the purpose of, among other things, refunding in advance of their maturities the outstanding Prior Bonds as hereinafter provided.

WHEREAS, the Refunding Bonds are to be issued pursuant to that certain Indenture of Trust dated as of _____ 1, 2013 (the "Indenture").

WHEREAS, $_____ proceeds from the sale of the Refunding Bonds, and $_____ from the sinking funds held under the Original Indenture and $_____ held in the reserve fund under the Original Indenture are on hand or are being remitted to the Escrow Agent and are being used to establish a cash balance of $_____ and the remainder will be used to purchase certain Escrow Securities, as specified in this Escrow Agreement, which Escrow Securities will be held by the Escrow Agent and be set apart and irrevocably segregated in a special trust fund to provide for the discharge of the Prior Bonds as provided in this Escrow Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth in this Escrow Agreement, the parties hereto agree as follows:

Section 1. The Prior Bonds shall be called for optional redemption on June 1, 2014, and paid and redeemed at a redemption price of 102% of their principal amount. Escrow Agent agrees to pay the principal and interest on the Prior Bonds due on or before June 1, 2014. The Escrow Agent shall give proper notice of such redemption as provided in Article III of the Original Indenture and in the Notice of Redemption attached hereto as Exhibit A.

Section 2. (a) There is hereby created and established with the Escrow Agent a special, segregated and irrevocable account designated the Escrow Fund to be held in trust by the Escrow Agent.

(b) The Escrow Fund shall be invested in certain federal securities as described in Exhibit B hereto (in the aggregate the "Escrow Securities"), provided that such term may include any other securities acquired under section 12 of this Escrow Agreement. The Escrow Securities, together with the interest to be earned thereon and a beginning cash balance of $_____ shall be used to pay principal and interest when due on the Prior Bonds on or before June

1, 2014 and to refund the Prior Bonds by the payment of the principal of, premium on, and interest on the Prior Bonds due on or before June 1, 2014.

(c) The Issuer and the Escrow Agent acknowledge receipt of a report of _____, an independent accountant (the "Accountant"), to the effect that the uninvested amounts in the Escrow Fund and the Escrow Securities, together with the interest to be earned thereon, will be sufficient to refund the Prior Bonds by the payment of the principal of, premium on, and interest on the Prior Bonds when due (by reason of maturity or early redemption on or before June 1, 2014).

Section 3. The deposits made pursuant to section 2 hereof constitute an irrevocable deposit held in trust for the benefit of the holders of the Prior Bonds, and the uninvested amounts in the Escrow Fund and the Escrow Securities, together with any income or interest earned thereon, shall be held in trust and shall be applied solely for the Prior Bonds in accordance with the provisions hereof and the Indenture.

Section 4. Except as set forth in this Escrow Agreement, the Escrow Agent shall have no other power or duty to invest any moneys held pursuant to this Escrow Agreement or to make substitutions of the Escrow Securities held pursuant to this Escrow Agreement or to sell, transfer or otherwise dispose of the Escrow Securities acquired pursuant to this Escrow Agreement except to collect the proceeds thereof at maturity and the interest thereon.

Section 5. The Escrow Agent hereby acknowledges that all other action has been taken that is necessary to deem the Outstanding Prior Bonds paid within the meaning of the Indenture.

Section 6. (a) The Escrow Agent shall collect the matured principal of and the interest on the Escrow Securities as the same become due and payable. Without further direction from anyone, including the Issuer or the Borrower, the Escrow Agent shall apply available funds from the Escrow Fund for the payment of the principal of, premium on, and interest due on the Prior Bonds on or before June 1, 2014.

(b) If any Prior Bond shall not be presented for payment when the principal thereof shall have become due, whether at maturity or upon redemption, and if moneys or Escrow Securities shall at such times be held by the Escrow Agent in trust for that purpose sufficient and available to pay the principal of and any premium on such Prior Bond (whether at maturity or upon redemption), it shall be the duty of the Escrow Agent to hold said moneys or Escrow Securities without liability to the holder of such Prior Bond for interest thereon subsequent to such date, in trust for the benefit of the holder of such Prior Bond, who shall thereafter be restricted exclusively to said moneys or Escrow Securities for any claim of whatever nature on the holder's part on or with respect to said Prior Bond, including any claim for the payment thereof. All moneys or Escrow Securities required by the provisions hereof to be set aside or held in trust for the payment of the Prior Bonds and interest and premiums shall be applied to and used solely for the payment of the Prior Bonds and interest and any premium thereon with respect to which such moneys and Escrow Securities have been so set aside in trust.

Section 7. The escrow created hereby shall be unconditional and irrevocable and the holders of the Prior Bonds shall have an express lien on all monies and Escrow Securities in the

Escrow Fund until paid out, used and applied in accordance with this Escrow Agreement. This Escrow Agreement may, however, be amended for the purpose of:

(i) curing any ambiguity or formal defect or omission in this Escrow Agreement;

(ii) granting to, or conferring upon, the Escrow Agent for the benefit of the holder or holders of the Prior Bonds any additional rights, remedies, powers or Issuer that may lawfully be granted to, or conferred upon, such holder or holders;

(iii) providing additional funds, securities or properties under this Escrow Agreement; or

(iv) (but only with the consent of the holders of all Prior Bonds) effecting any other modification of or supplement to this Escrow Agreement;

upon submission to the Escrow Agent of each of the following:

(a) a certified copy of proceedings of the Issuer approving and authorizing the amendment;

(b) an opinion of Bond Counsel to the effect that the amendment (i) will not cause the interest on the Prior Bonds or the Refunding Bonds to become includable in the gross income of the owners thereof for federal income tax purposes; (b) will not violate the covenants in the Indenture relating to the Refunding Bonds not to cause the Prior Bonds or the Refunding Bonds, respectively, to become "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations thereunder, or prohibited advance refunding bonds under Section 149(d) of the Code and the Treasury Regulations thereunder; and (iii) will not materially adversely affect the legal rights of the holders of the Prior Bonds; and

(c) if the amendment affects the Escrow Fund, an opinion of a firm of independent certified public accountants or a firm that is an independent financial accountant acceptable to the Escrow Agent to the effect that after the amendment the Escrow Securities and the funds available or to be available for payment of the Prior Bonds remain sufficient to pay when due on the principal and interest on the Prior Bonds.

Section 8. Separate and apart from any funds held by the Escrow Agent pursuant to this Escrow Agreement, the Borrower hereby agrees to pay the reasonable fees and expenses (including reasonable attorneys' fees) of the Escrow Agent for its services hereunder. The Escrow Agent shall have no lien whatsoever upon, and hereby unconditionally and expressly waives any such lien or any claim against any of the monies or Escrow Securities in the Escrow Fund for the payment of said fees and expenses.

Section 9. Except as provided herein, no reinvestment of any sums held by the Escrow Agent shall be permitted and any such amounts not needed to pay, when due, the principal of or interest due on the Prior Bonds on or before June 1, 2014, shall be held as cash by the Escrow Agent in the Escrow Fund.

Section 10. On or before January 1 of each year, commencing January 1, 2014, the Escrow Agent shall submit to the Borrower a report covering all money it shall have received and all payments it shall have made or caused to be made pursuant to this Escrow Agreement during the preceding twelve months. Such report shall also list all obligations held in the Escrow Fund and the amount of money contained therein as of the date of the report.

Section 11. It is recognized that neither the Issuer nor the Borrower have title to, nor any other proprietary interest in, the Escrow Securities and moneys held in the Escrow Fund. It is further recognized that title to the Escrow Securities and moneys held in the Escrow Fund from time to time shall always be subject to the prior charge and lien thereon of this Escrow Agreement and the use thereof required to be made by the provisions of this Escrow Agreement. The Escrow Agent shall hold all such money and obligations in a special trust account separate and apart from all other funds and securities of the Escrow Agent as provided in this Escrow Agreement, and shall never commingle such money or securities with any other money or securities. For purposes of the foregoing sentence, it shall be sufficient, as to funds and securities held at the Chicago Federal Reserve Bank, for the Escrow Agent to earmark the same and segregate them on its books and records. It is understood and agreed that the responsibility of the Escrow Agent under this Escrow Agreement, with respect to such funds held in the Escrow Fund, is limited to the safekeeping and segregation of the money and securities deposited in the Escrow Fund, the collection of and accounting for the principal and interest payable with respect thereto, the application of money in the Escrow Fund as herein provided and Investment Action under Section 12 hereof.

Section 12. The Escrow Agent, shall liquidate and/or reinvest proceeds of Escrow Securities in direct non-callable United States obligations or non-callable obligations unconditionally guaranteed by the United States government (collectively, "Investment Action"), upon receipt by the Escrow Agent of each of the following:

(i) an opinion of Bond Counsel to the effect that the Investment Action (A) will not cause the interest on the Refunding Bonds or the Prior Bonds to become includable in the gross income of the owners thereof for Federal income tax purposes; (B) will not violate the covenants in the Indenture relating to the Refunding Bonds not to cause the Prior Bonds or the Refunding Bonds, respectively, to become "arbitrage bonds" under Section 148 of the Code, and Treasury Regulations thereunder, or prohibited advance refunding bonds under Section 149(d) of the Code and the Treasury Regulations thereunder; and (C) will not materially adversely affect the legal rights of the holders of the Prior Bonds; and

(ii) an opinion of a firm of independent certified public accountants acceptable to the Escrow Agent to the effect that after the Investment Action the Escrow Securities and the funds available or to be available for payment of the Prior Bonds and interest thereon will remain sufficient to pay when due or called for redemption, as the case may be, all principal of and interest on the Prior Bonds;

provided that no such opinions shall be required with respect to the reinvestment of receipts from Escrow Securities so long as the new investments mature on or before the next succeeding interest payment date on the Prior Bonds.

Section 13. The Escrow Agent shall not be responsible for any recital in this Escrow Agreement other than recitals as to the Escrow Agent. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the Borrower or Issuer by officers thereof as sufficient evidence of the facts therein contained.

The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Escrow Agreement and the Escrow Agent shall not be liable except for negligence on its part in the performance of such duties and obligations as are specifically set forth herein and therein, and no implied covenants or obligations shall be read into this Escrow Agreement against the Escrow Agent.

Section 14. This Escrow Agreement shall terminate when all payments required under this Escrow Agreement to be made to the holders of the Prior Bonds have been made in accordance with the provisions of this Escrow Agreement and the Indenture. Any monies held in the Escrow Fund upon termination hereof shall (after deduction for any fees and expenses then owed to the Escrow Agent for its services under the provisions hereof) be transmitted by the Escrow Agent to the Borrower.

Section 15. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. This Escrow Agreement shall be governed by the laws of the State of Minnesota.

Section 16. The Issuer acknowledges that regulations of the Comptroller of the Currency grant the Issuer the right to receive brokerage confirmations of the security transactions as they occur. The Issuer specifically waives such notification to the extent permitted by law and will receive periodic cash transaction statements that will detail all investment transactions.

Section 17. This Escrow Agreement shall be binding upon and shall inure to the benefit of the Issuer, the Escrow Agent and their respective successors and assigns. In addition, this Escrow Agreement shall constitute a third party beneficiary contract for the benefit of the holders of the Prior Bonds. Such third party beneficiaries shall be entitled to enforce performance and observance by the Issuer and the Escrow Agent of the respective agreements and covenants contained in this Escrow Agreement as fully and completely as if such third party beneficiaries were parties hereto. Any corporation into which the Escrow Agent may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which it shall be a party or any corporation to which it may sell or transfer all or substantially all of its corporate trust business shall be a successor escrow agent without the execution of any document or the performance of any further act.

Except as provided above in Section 7, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Except as provided above in Section 7, all of the rights, powers, duties and obligations of the Issuer under this Escrow Agreement shall not be subject to amendment by the Issuer or the

Borrower and shall be binding on any successor to the Issuer or the Borrower during the term of this Agreement.

All capitalized terms used but not defined in this Escrow Agreement shall have the meaning given them in the Indenture.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its Administrator

This is a signature page to the Escrow Agreement by and between Wells Fargo Bank, National Association, the City of Ramsey, Minnesota, and PCS Building Company.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By _____
Its _____

This is a signature page to the Escrow Agreement by and between Wells Fargo Bank, National Association, the City of Ramsey, Minnesota, and PCS Building Company.

PCS BUILDING COMPANY

By _____
Its _____

This is a signature page to the Escrow Agreement by and between Wells Fargo Bank, National Association, the City of Ramsey, Minnesota, and PCS Building Company.

EXHIBIT A

NOTICE OF REDEMPTION AND PREPAYMENT

TO THE HOLDERS OF

City of Ramsey, Minnesota
Lease Revenue Bonds, Series 2004A
(PACT Charter School Project)

NOTICE IS HEREBY GIVEN, pursuant to the provisions of the Indenture of Trust dated as of March 1, 2004, by and between the City of Ramsey, Minnesota and Wells Fargo Bank, National Association, that the principal amount of all of the above-referenced bonds maturing 2015 and thereafter, in the aggregate principal amount of $10,025,000 (the "Bonds") will be prepaid and redeemed on June 1, 2014 (the "Redemption Date") at a price of 102% of the principal amount (the "Redemption Price") together with interest accrued to the Redemption Date.

Payment of the Redemption Price on the Bonds will become due and payable on each of the Bonds on the Redemption Date upon presentation and surrender to Wells Fargo Bank, National Association (the "Paying Agent") at the following addresses:

If By Hand:	If By Mail:

It is suggested that the Bonds be mailed using registered insured mail since the method of delivery to the Trustee is at the option and risk of the holder of the Bonds. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price. Interest on the principal amount of Bonds to be redeemed shall cease to accrue from and after the Redemption Date.

By WELLS FARGO BANK, NATIONAL ASSOCIATION,
Trustee

EXHIBIT B

Accountant’s Report

LOAN AGREEMENT

between

CITY OF RAMSEY, MINNESOTA

and

PCS BUILDING COMPANY

Dated as of _____ 1, 2013

Relating To

$_____	**$_____**
City of Ramsey, Minnesota	**City of Ramsey, Minnesota**
Lease Revenue Refunding Bonds	**Taxable Lease Revenue Refunding Bonds**
(PACT Charter School Project), Series 2013A	**(PACT Charter School Project), Series 2013B**

The interests of the City of Ramsey, Minnesota to this Loan Agreement have been assigned (except for amounts payable under Sections 4.2(b), 7.3 and 8.4 hereof) pursuant to the Indenture of Trust, of even date herewith, between the City of Ramsey, Minnesota and Wells Fargo Bank, National Association (the "Trustee"), and is subject to the security interest of the Trustee.

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LOAN AGREEMENT

This Loan Agreement is dated as of _____ 1, 2013 (this "Agreement"), and is made and entered into between the City of Ramsey, Minnesota (the "Issuer"), a municipal corporation organized and existing under the laws of the State of Minnesota, and PCS Building Company (the "Company"), a Minnesota nonprofit corporation duly formed and existing under the laws of the State of Minnesota.

W I T N E S S E T H:

WHEREAS, pursuant to and in accordance with the provisions of the Act (as defined below), and pursuant to a resolution duly adopted by the Issuer, and in furtherance of the purposes of the Act, the Issuer proposes to issue its $_____ Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series A Bonds") and its $_____ Taxable Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013B (the "Series B Bonds" and, together with the Series A Bonds, the "Bonds") and to loan the proceeds thereof to the Company to: (i) advance refund the Issuer's Lease Revenue Bonds (PACT Charter School Project) Series 2004A (the "Prior Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 72,000 square foot public elementary and secondary schoolhouse located at 7250 Ramsey Parkway East Northwest in the City of Ramsey, Minnesota (the "City") (the "Project"), owned by the Company and leased to PACT Charter School (the "School"); (ii) fund a debt service reserve fund; and (iii) pay the costs of issuing the Bonds.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Issuer and the Company do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 **Definitions**. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture and the following words and phrases shall have the following meanings:

"Act" means the Municipal Industrial Development Act, Minnesota Statutes, Sections 469.152 through 469.1655, as amended.

"Adjusted Pledged Revenues" shall mean the "Adjusted Pledged Revenues" of the School, as defined in the Pledge Agreement.

"Agreement" means this Loan Agreement and any amendments and supplements hereto.

"Assignment of Lease" means the Assignment of Lease of even date herewith from the Company in favor of the Trustee.

"Authorizer" means _____, or any authorizer approved by the State which enters into a charter agreement with the School.

"Bond Counsel" means Briggs and Morgan, Professional Association, or any other firm of nationally recognized bond counsel acceptable to the Issuer and the Company.

"Bond Fund" means the fund created pursuant to Section 5.06 of the Indenture.

"Bond Registrar" means the Trustee in its capacity as registrar of the Bonds.

"Bond Year" means, with respect to the Bonds, the one-year period beginning on each _____ 1 and ending on the last day of each subsequent May, except that the first Bond Year shall begin on the date of issuance of the Bonds and end on _____, 2014.

"Bonds" means the Series A Bonds and the Series B Bonds.

["Bus Loan" means the loan evidenced by the $9,000 Business Note, dated June 9, 2003, issued by the Company to the Bus Loan Lender and secured by a lien on certain vehicles.

"Bus Loan Lender" means M&I Marshall Ilsley Bank, a Wisconsin state banking corporation."]

"Business Day" means a day on which banking business is transacted in the city in which the Trustee has its principal corporate trust office.

"Charter Agreement" means the charter agreement between the School and the Authorizer, dated as of _____, and any amendment thereto or replacement thereof.

"City" means the City of Ramsey, Minnesota.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

"Company" means PCS Building Company, a Minnesota nonprofit corporation, and any successor owner of the Schoolhouse.

"Company Certificate" means a certificate signed by the Company Representative.

"Company Representative" means the person or persons at the time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Company by its President. Such certificate may designate an alternate or alternates.

"Costs of Issuance Fund" means the fund created pursuant to Section 5.14 of the Indenture.

"Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Company.

"Days Cash on Hand" means (I) Cash on Hand of the School, as shown under the heading "Assets, Cash and Temporary Investments" on the financial statements for each Fiscal Year divided by (II) the quotient of Operating Expenses, as shown on the financial statements for such Fiscal Year, divided by 365.

"Default" and "Event of Default" mean with respect to any Default or Event of Default under this Agreement or the Indenture, any occurrence or event specified and defined by Section 8.1 hereof or by Section 9.01 of the Indenture.

"Determination of Taxability" means receipt by the Trustee of a written notification of the issuance, prior to the maturity date or redemption prior to maturity of all Outstanding Bonds, of a statutory notice of deficiency by the United States Department of the Treasury, Internal Revenue Service, or a decision by a court of competent jurisdiction, holding in effect that interest on any Bond is includable for federal income tax purposes in the gross income of the registered owner thereof, which statutory notice or court decision is either (a) not contested by the Company in accordance with Section 6.8 hereof, or (b) contested by the Company in accordance with Section 6.8 hereof and resolved adversely to the interests of, or abandoned by, the Company.

"EMMA" means the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board as the primary portal for complying with the continuing disclosure requirements of SEC Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

"Fiscal Year" means any period of 12 consecutive months adopted by the Company or the School, as applicable, as its fiscal year for financial reporting purposes and initially means the period beginning July 1 of each year and ending on June 30 of the next year.

"Generally Accepted Accounting Principles" means those accounting principles applicable in the preparation of financial statements of the Company or the School, as applicable, as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

"Governmental Obligations" means direct general obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.

"Improvement" means any addition, enlargement, improvement, extension or alteration of or to the Project Building as it then exists (other than the expansion to be financed from the proceeds of the Bonds as contemplated hereunder), and any fixtures, structures or other facilities acquired or constructed by the Company and located on the Project Site.

"Income Available for Debt Service" means, for any period, the excess of revenues over operating and non-operating expenses of the School, as determined in accordance with generally accepted accounting principles (but excluding extraordinary items and excluding unrealized

gains or losses on the valuation of investments) plus amounts that have been deducted for (a) payments under the Lease with respect to interest on the Bonds and the Subordinate Loans, (b) interest on other Indebtedness with a stated maturity of more than one year, (c) amortization and (d) depreciation.

"Indebtedness" means (i) all the indebtedness of the obligor for borrowed money which has been incurred in connection with the acquisition of assets and (ii) the capitalized value of the liability under any lease of real or personal property which is properly capitalized on the statement of assets, liabilities and fund balances of the obligor in accordance with generally accepted accounting principles consistently applied.

"Indenture" means the Indenture of Trust, of even date herewith, between the Issuer and the Trustee, pursuant to which the Bonds are authorized to be issued, including any indenture supplemental thereto and any amendments thereof.

"Independent Accountant" means any certified public accounting firm licensed to practice in the State (which may be the firm of accountants that regularly audits the books and accounts of the Company or the School, as applicable) from time to time selected by the Company or the School, as applicable, and who is not a full-time employee, director or shareholder of the Issuer or the Company or the School.

"Independent Architect" means a person who is a registered architect in the State of Minnesota, and who is not a full-time employee, director or shareholder of the Issuer or the Company.

"Independent Consultant" means a management consultant, bookkeeper or certified public accountant experienced in the management, operation and/or financing of charter schools in Minnesota.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and who is not a full-time employee, director or shareholder of the Issuer, the Company or the School.

"Insurance Consultant" means a person or firm not employed full-time by the Company or the School, that is nationally recognized as knowledgeable about insurance for public schools.

"Interest Payment Date" means _____ 1 and _____ 1 of each year, commencing _____ 1, 201_.

"Issuer" means the City of Ramsey, Minnesota, a municipal corporation organized and existing under the laws of the State of Minnesota of the State, and any successor.

"Issuer Fee" means the Issuer's fee for issuing the Bonds in the aggregate amount set forth in Section 4.2(b) of this Agreement.

"Issuer Representative" means the Executive Director of the Issuer, and any other person or persons at the time designated to act on behalf of the Issuer by written certificate furnished to the Company and the Trustee containing the specimen signatures of such person or persons and

signed on behalf of the Issuer by its duly authorized agent. Such certificate may designate an alternate or alternates.

"Late Payment Rate" means 10% per annum.

"Lease" means the Amended and Restated Lease Agreement with respect to the Schoolhouse dated as of _____ 1, 2013 by and between the Company, as lessor, and the School, as lessee, and any amendment thereto.

"Lease Aid" means amounts received by the School from the State pursuant to Minnesota Statutes, Section 124D.11, Subd. 4, to fund payments due under the Lease, or any replacement therefor pursuant to a successor statute, to fund payments due under the Lease.

"Lease Revenues" means the revenues to be received by the Company from the School pursuant to the Lease.

["Line of Credit" means the revolving line of credit in the amount of up to $600,000 between the School and the Line of Credit Lender.

"Line of Credit Lender" means Wells Fargo Bank, National Association, a national banking association.]

"Loan Repayments" shall mean the payments required to be made by the Company pursuant to Section 4.2(a) of this Agreement.

"Majority Bondholder" shall mean any beneficial owner of or owners who together own greater than 50% of the aggregate outstanding principal amount of the Bonds.

"Monthly Deposit" means $_____.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of New York, its successors and assigns and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company by notice to the Trustee.

"Mortgage" means the Amended and Restated Mortgage, Security Agreement and Assignment of Rents, of even date herewith, from the Company in favor of the Trustee, and all amendments thereof and supplements thereto.

"Original Purchaser" means Dougherty & Company, LLC, as the underwriter of the Bonds.

"Outstanding" means Bonds which have been authenticated and delivered by the Trustee under the Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash funds or noncallable Governmental Obligations shall have been theretofore deposited with the Trustee in accordance with Article VIII of the Indenture; and

(c) Bonds in lieu of which others have been authenticated under Sections 2.07, 2.08 or 3.05 of the Indenture.

"Payment Date" means _____ 1 of each year, commencing _____ 1, 2014.

"Permitted Investments" means the Permitted Investments defined in the Indenture.

"Pledge Agreement" means the Pledge and Covenant Agreement of even date herewith, by and between the School and the Trustee.

"Prior Bond" means the Issuer's $11,125,000 Lease Revenue Bonds/PACT Charter School Project) Series 2004A, outstanding in the principal amount of $_____.

"Project" means the advance refunding of the Prior Bonds, the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 72,000 square foot public elementary and secondary schoolhouse located at 7250 Ramsey Parkway East Northwest in the City.

"Project Building" means collectively (i) the improvements, machinery, equipment and other tangible property on the Project Site which are described generally in EXHIBIT B hereto and which will be acquired, constructed, installed and equipped with proceeds of the Bonds, and (ii) any item of machinery, equipment or other tangible property acquired in substitution for, or as a renewal or replacement of, or a modification or improvement to, any property described in (i) above, pursuant to the provisions of Section 4.4 hereof.

"Project Costs" means any and all sums of money required to renovate, construct, expand and install the Project, excluding Costs of Issuance, but including the following:

(d) all expenses incurred in connection with the acquisition of real property, or any interest in real property, necessary for the Project or mortgaging of the Project Site, including title insurance;

(e) the expense of preparation of the plans and specifications and of all other architectural, engineering, testing and supervisory services incurred and to be incurred in the planning, construction and completion of the Project;

(f) the cost of acquisition and installation of all items of equipment, machinery or furnishings included in the Project;

(g) premiums on all insurance relating to construction during the period before completion of the Project, to the extent that such premiums are not paid by a contractor;

(h) the contract price of all labor, services, materials, supplies, equipment and remodeling furnished under a construction contract;

(i) all expenses incurred in seeking to enforce any remedy against a contractor, any subcontractor or any surety in respect of any default under any construction contract;

(j) the cost of all other labor, services, materials, supplies and equipment necessary to complete the acquisition, construction, expansion and equipping of the Project;

(k) all interest accruing on money borrowed by the Company for financing of the Project Costs during construction and up to six months thereafter;

(l) all fees and expenses of the Trustee and any Paying Agent relating to the Bonds that become due before the completion of the Project;

(m) without limitation by the foregoing, all other expenses which under generally accepted accounting principles constitute necessary capital expenditures for the Project and are authorized by the Act to be paid from the proceeds of the Bonds; and

(n) all advances, payments and expenditures made or to be made by the Issuer, the Trustee and any other person with respect to any of the foregoing expenses.

"Project Site" means the real estate described in EXHIBIT A hereto, on which the Project Building is situated, which real estate will be owned by the Company, less any interests in real property, easements, licenses, rights of way or similar rights and privileges as may be taken by the exercise of the power of eminent domain.

"Rating Agency" means Standard & Poor's or Moody's.

"Rebate Fund" means the fund created pursuant to Section 5.22 of the Indenture.

"Registered Owner" means the person or persons in whose name or names a Bond shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of the Indenture.

"Regular Record Date" means the 15th day of the calendar month preceding an Interest Payment Date.

"Reserve Fund" means the fund created pursuant to Section 5.10 of the Indenture.

"Revenue Fund" means the fund created pursuant to Section 5.02 of the Indenture.

"School" means PACT Charter School, a Minnesota nonprofit corporation, formed as a public (charter) school pursuant to Minnesota Statutes, Section 124D.10.

"Schoolhouse" means an approximately 72,000 square foot public elementary and secondary schoolhouse located at 7250 Ramsey Parkway East Northwest.

"Series A Bonds" means the Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A, issued by the Issuer in the principal amount of $_____ and issued under and secured by the Indenture.

"Series B Bonds" means the Taxable Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013B, issued by the Issuer in the principal amount of $_____ and issued under and secured by the Indenture.

"Standard & Poor's" means Standard & Poor's Ratings Group, a division of the McGraw Hill Companies, its successors and their assigns, and if such entity shall be dissolved or liquidated or shall no longer perform the functions of a municipal securities rating agency, "Standard & Poor's" shall be deemed to refer to any other nationally recognized municipal securities rating agency designated by the Issuer (other than Moody's).

"Subordinate Loans" means **[the Line of Credit, the Bus Loan, and]** any permitted additional Indebtedness of the Company or the School payment of which is expressly made subordinate to the payment of the Bonds and any Additional Bonds.

"State" means the State of Minnesota.

"Tax Regulatory Agreement" means the Tax Regulatory Agreement, dated as of the Date of Issuance, by and among the Issuer, the School and the Company.

"Term of Agreement" means the term of this Agreement as specified in Section 10.1 hereof.

"Title Insurer" means Chicago Title Insurance Company acting through its agent, Commercial Partners Title, LLC.

"Trustee" means Wells Fargo Bank, National Association, a national banking association with its principal corporate trust office in Minneapolis, Minnesota, as trustee under the Indenture, and its successors in trust and assigns.

"Value" means that value, which shall be determined between 45 and 60 days prior to each Interest Payment Date, of the cash and any investments in the Reserve Fund, which shall be calculated by the Trustee, which may engage the pricing service of any national pricing firm to assist in such determination, as follows: (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times), the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times, the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service; (c) as to certificates of deposit and bankers acceptances:

the face amount thereof, plus accrued interest; (d) as to cash, the actual amount thereof; and (e) as to any investment not specified above, the value thereof established by prior agreement among the Company and the Trustee.

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ARTICLE II

REPRESENTATIONS, FINDINGS, COVENANTS AND WARRANTIES

Section 2.1 **Representations, Findings and Covenants of the Issuer.** The Issuer represents, finds and agrees that:

(a) The Issuer is a municipal corporation organized and existing under the laws of the State and is authorized under the Act to issue the Bonds. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Agreement and the Indenture and to carry out its obligations hereunder and thereunder. The Issuer has duly authorized the execution and delivery of this Agreement, the Bond Purchase Agreement, and the Indenture.

(b) In authorizing the issuance of the Bonds, the Issuer's purpose is, and in its judgment the effect thereof will be, to promote the public welfare by providing for the financing and refinancing of the acquisition, construction, and equipping of a charter school.

(c) To the actual knowledge of the undersigned officials of the Issuer, no event has occurred, and no condition currently exists, which constitutes or may, with the passage of time or the giving of notice, or both, constitute an Event of Default on the part of the Issuer.

Section 2.2 **Representations, Covenants and Warranties of the Company**. The Company represents, covenants and warrants as follows:

(a) The Company is a Minnesota nonprofit corporation, duly incorporated and in good standing in the State of Minnesota and is duly qualified to transact business in the State, is not in violation of any provision of its Articles of Incorporation or its Bylaws, has power to enter into this Agreement and has duly authorized the execution and delivery of this Agreement by proper corporate action.

(b) The Company agrees that during the term of this Agreement it will maintain its nonprofit corporate existence, will maintain its status as an exempt organization under Section 501(c)(3) of the Code exempt from federal income taxation under Section 501(a) of the Code, will continue to be a nonprofit corporation qualified to transact business and in good standing in the State, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another legal entity or permit one or more other legal entities to consolidate with or merge into it.

(c) The Company is duly authorized to own the Schoolhouse and lease the same to the School under the laws, rulings and regulations of the State, and the Company has obtained all requisite approvals of the State and other federal, regional and local governmental bodies required to be received in connection with the ownership of the Schoolhouse.

(d) The execution of this Agreement, the Lease, the Bond Purchase Agreement, the Mortgage, the Tax Regulatory Agreement, and the Assignment of Lease will not result in a breach of any terms of, or constitute a default under, (i) any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Company is a party or by which it or any of its property is bound, or (ii) the Company's Articles of Incorporation and Bylaws, or (iii) any judgment, injunction, laws or regulations of any court or other governmental body applicable to the Company or its property, such that such breach or default will have a materially adverse effect upon the Company's ability to perform its covenants hereunder.

(e) The proceeds of the Bonds will be used to: (i) advance refund the Prior Bonds, the proceeds of which were used to finance the acquisition, construction, and equipping of the Schoolhouse, owned by the Company and leased to the School; (ii) fund a debt service reserve fund of the interest on the Bonds; and (iii) pay the costs of issuing the Bonds, and the Company will not use any of the proceeds in any manner contrary to the terms of the Act or in any manner as to cause, or take or omit to take any action which would cause, the interest on the Bonds to be includable in the gross income of the Registered Owners or beneficial owners thereof for purposes of federal income taxation.

(f) The Company will continue to lease the Project Building to the School to be operated as a public (charter) school until the date on which all of the Bonds have been fully paid and are no longer Outstanding.

(g) The Company has received from the Internal Revenue Service a determination letter stating that it is an exempt organization under Section 501(c)(3) of the Code. The Company represents that it is, as of the date hereof, such an organization, and the Company is not carrying on an unrelated trade or business, determined by applying Section 513(a) of the Code, on, in or with respect to the Schoolhouse.

(h) The cost of refunding the Prior Bonds, funding the Reserve Fund, and paying any expenses incurred in connection therewith shall not be less than $_____.

(i) No event of default or any event which, with the giving of notice or the lapse of time, or both, would constitute an event of default under the Indenture, has occurred or is continuing.

(j) The proceeds of the Bonds shall be applied to the payment of capital cost of the Project, as required by the Act.

(k) The Lease shall be in form and substance reasonably satisfactory to the Original Purchaser.

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ARTICLE III

ISSUANCE OF THE BONDS

Section 3.1 **Agreement to Issue the Bonds; Application of the Bond Proceeds**. In order to provide funds for financing the Project, the Issuer, concurrently with the execution of this Agreement, will issue, sell and deliver to the Original Purchaser thereof the Bonds and the Trustee will deposit or apply the proceeds (less original issue discount and net of the Underwriter's discount) in the amount of $_____ as follows:

(a) in the Reserve Fund, an amount equal to $_____ from the proceeds of the Series A Bonds and $_____ from the proceeds of the Series B Bonds;

(b) in the Costs of Issuance Fund, an amount equal to $_____ from the proceeds of the Series A Bonds and $_____ from the proceeds of the Series B Bonds; together with $_____ to be deposited by the Company on the Date of Issuance; and

(c) in the Escrow Fund, an amount equal to $_____ from the proceeds of the Series A Bonds.

Section 3.2 **Investment of the Revenue Fund, Bond Fund, Rebate Fund, Reserve Fund, Costs of Issuance Fund, Capital Improvement Fund and Expense Fund.** Any money held as a part of the Revenue Fund, the Bond Fund, the Costs of Issuance Fund, the Reserve Fund, the Rebate Fund, Expense Fund, or any other fund held by the Trustee shall be invested or reinvested in any Permitted Investment by the Trustee, to the extent permitted by law, except that investments shall be made only at the request of and as directed in writing by the Company Representative. All such Permitted Investments shall at all times be a part of the fund from which the money used to acquire such Permitted Investments shall have come, and all income and profits on such Permitted Investments shall be credited as provided in the Indenture. Such Permitted Investments shall be made so as to mature or be subject to redemption at the option of the holder thereof on or prior to the date or dates that the Company anticipates that money therefrom will be required. Such Permitted Investments shall be held as part of the Trust Estate and shall be registered in the name of the Trustee.

The Issuer acknowledges that regulations of the Comptroller of the Currency grant the Issuer the right to receive brokerage confirmations of the securities transactions as they occur. The Issuer specifically waives such notification to the extent permitted by law and the Issuer and the Company acknowledge that the Company will receive periodic cash transaction statements which will detail all investment transactions.

In the absence of written direction delivered to the Trustee from the Company, the Trustee shall invest all funds hereunder in the Wells Fargo Advantage _____Fund or a successor fund offered by the Trustee **[insert name of specific fund or provide that funds will be uninvested.]**.

Section 3.3 **Special Arbitrage Certifications**. Issuer and the Company jointly and severally certify and covenant to each other and to and for the benefit of the Registered Owners and beneficial owners of the Series A Bonds that moneys on deposit in any fund or account in connection with the Series A Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause the Series A Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code.

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ARTICLE IV

LOAN OF PROCEEDS TO THE COMPANY; LOAN PROVISIONS

Section 4.1 **Loan of Proceeds**. The Issuer agrees, upon the terms and conditions contained in this Agreement and the Tax Regulatory Agreement, to lend to the Company the proceeds received by the Issuer from the sale of the Bonds. Such proceeds shall be disbursed to or on behalf of the Company as provided in Section 3.1 hereof.

Section 4.2 **Amounts Payable.**

(a) Loan Repayments. The Company hereby covenants and agrees to repay the loan in installments, as follows:

(i) on or before _____ 20, 2013, and on or before the 20th day of each month thereafter through and including _____ 20, 201__, such amount which, together with other amounts on deposit with the Trustee and available to pay principal of and interest on the Bonds, shall equal ___ of the interest due and payable on the Series 2013 Bonds on _____ 1, 201__; and

(ii) on or before _____ 20, 201__, and on or before the 20th day of each month thereafter through and including _____ 20, 2014, such amount which, together with other amounts on deposit with the Trustee and available to pay principal of and interest on the Bonds, shall equal 1/6 of the interest due and payable on the Series 2013 Bonds on _____ 1, 2014; and

(iii) on or before the 20th day of each month, commencing _____ 20, 2014, and continuing until the principal of, premium, if any, and interest on the Bonds shall have been paid or payment thereof shall have been provided for, an amount which, together with amounts on deposit with the Trustee and available for debt service, shall equal 1/6 of the amount of interest due with respect to the Bonds on the next Interest Payment Date plus 1/12 of the amount of principal due with respect to the Bonds on the next Payment Date; and

(iv) on or before the 20th day of each month, commencing _____ 20, 201_, an amount equal to the Monthly Deposit; and

(v) in the event of optional or mandatory redemption or acceleration, on or before the 10^{th} day prior to the selected payment day, the amount of principal of and interest on the Bonds due on that date, at maturity or upon redemption, as provided in the Indenture. Such payments shall continue until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture.

It is understood and agreed that all payments payable under this Section 4.2(a) by the Company are assigned by the Issuer to the Trustee for the benefit of the Registered

Owners of the Bonds. The Company consents to such assignment. The Issuer hereby directs the Company and the Company hereby agrees to pay to the Trustee at the Trustee's office which is at the address shown in or pursuant to Section 13.04 of the Indenture, all payments payable by the Company pursuant to this Section 4.2(a); provided, however, that amounts transferred from the Revenue Fund to the Bond Fund pursuant to Section 5.04(a) of the Indenture shall be credited against the payments required under this Section 4.2(a).

(b) Issuer Fee and Issuer's Expenses. In addition to any other payments required hereunder, the Company shall pay the following amounts to the Issuer in immediately available funds on the due date thereof (or, if there is not due date with respect to such payment, then upon demand of the Issuer): (i) all reasonable expenses paid or incurred by the Issuer in connection with the transactions contemplated by the Bonds and this Loan Agreement, including any legal, accounting, financial, or other costs paid or incurred by the Issuer; (ii) all costs and expenses, including without limitation, attorneys' fees, paid or incurred by the Issuer in connection with (A) the discussion, negotiation, preparation, approval, execution and delivery, and amendments or modifications of the Bonds, the Indenture, this Loan Agreement, and the documents and instruments related hereto or thereto, (B) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the foregoing documents, or any document, instrument, or agreement related hereto or thereto, and (C) an audit, random or otherwise, by the Internal Revenue Service, the Minnesota Department of Revenue, or another department of office of the State with respect to the Bonds, the Company, the School, or the Project; and (ii) the Issuer Fee, on the Date of Issuance of the Bonds, equal to $25,000.

(c) Trustee's Expenses. The Company will also pay the reasonable fees and expenses of the Trustee (including reasonable fees and expenses of counsel to the Trustee and including such reasonable fees and expenses in any Event of Default) and any paying agents under the Indenture, such reasonable fees and expenses to be paid directly to the Trustee or any paying agents for the Trustee's or any such paying agents' own account as and when such reasonable fees and expenses become due and payable, and any reasonable expenses in connection with any redemption of the Bonds.

(d) Reserve Fund. In addition, the Company agrees to pay to the Trustee for deposit in the Reserve Fund an amount equal to any deficiency in the Reserve Fund, as determined by the Trustee pursuant to Section 5.12 of the Indenture, such amount to be paid (i) within 30 days after written notice from the Trustee if the deficiency is determined as a result of a determination of its Value, or (ii) if the deficiency is the result of a withdrawal for transfer to the Bond Fund or the Rebate Fund, within 90 days of such withdrawal; provided, however, that amounts transferred from the Revenue Fund to the Reserve Fund pursuant to Section 5.04(b) of the Indenture shall be credited against the payments required under this Section 4.2(d).

(e) Late Payments. In the event the Company should fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, and

if such failure shall continue for a period of 5 days after notice from the Trustee the Company agrees to pay the same with interest thereon from the date thereof at the Late Payment Rate to the extent permitted by law.

(f) All Other Amounts. The Company also agrees to pay all other amounts due and payable under this Agreement and the Indenture, including amounts paid by the Trustee on behalf of the Company for taxes or insurance, payments in lieu of taxes, rebate amounts due the federal government or other amounts allowed to be paid and paid by the Trustee hereunder or under the Indenture.

Section 4.3 **Obligations of the Company Hereunder Unconditional; Rights Assigned**. The obligations of the Company to make the payments required in Section 4.2 and other sections hereof and to perform and observe the other agreements contained herein shall be absolute and unconditional general obligations of the Company and shall not be subject to any defense or any right of setoff, abatement, counterclaim or recoupment arising out of any breach by the Issuer or the Trustee of any obligation to the Company, whether hereunder or otherwise, or out of any Indebtedness or liability at any time owing to the Company by the Issuer or the Trustee and until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Company (i) will not suspend or discontinue any payments provided for in Section 4.2 hereof, (ii) will perform and observe all other agreements contained in this Agreement and (iii) except as provided in Article IX hereof, will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Schoolhouse, the taking by eminent domain of title to or temporary use of any or all of the Schoolhouse, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Issuer or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Nothing contained in this Section shall be construed to release the Issuer or the Trustee from the performance of any of the agreements on their part herein contained, and in the event the Issuer or the Trustee should fail to perform any such agreement on their part, the Company may institute such action against the Issuer or the Trustee or both, as the Company may deem necessary to compel performance so long as such action does not abrogate the obligations of the Company contained in the first sentence of this Section. The Company may, however, at the Company's own cost and expense and in the Company's own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect the Company's right of possession, occupancy and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Issuer in any such action or proceeding if the Company shall so request. Under the Indenture, the Issuer has, as additional security for the Bonds, assigned, transferred, pledged and granted a security interest in certain of its rights under this Agreement to the Trustee. The Trustee is hereby given the right to enforce the performance of the obligations of the Company, but only as set forth in the Indenture, and the Company hereby consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture, and the Company will make payments required hereunder directly to the Trustee.

Section 4.4 **Maintenance and Modification of Schoolhouse by the Company**. The Company agrees that at all times during the Term of Agreement, the Company will, at the Company's own expense, maintain, preserve and keep the Schoolhouse open as a schoolhouse, or pursuant to the Lease cause the School to maintain, preserve and keep the Schoolhouse, with the appurtenances and every part and parcel thereof, open as a schoolhouse and in good repair, working order and condition and that the Company will from time to time make or pursuant to the Lease cause the School to make all repairs, replacements and renewals deemed proper and necessary by it. The Company agrees that it will administer, maintain and operate the Schoolhouse, or pursuant to the Lease cause the School to administer, maintain and operate the Schoolhouse in a manner such that the Schoolhouse is open to members of the general public, free of discrimination based upon race, creed, color, sex or national origin.

In addition, the Company shall have the privilege of remodeling the Schoolhouse or making substitutions, additions, modifications and improvements to the Schoolhouse from time to time as the Company, in its discretion, may deem to be desirable for the Company's or the School's use for such purposes as shall be permitted by the Act, the costs of which remodeling, substitutions, additions, modifications and improvements shall be paid by the Company, and the same shall be the property of the Company and be included under the terms of this Agreement and the Mortgage as part of the Schoolhouse and the Mortgaged Property, respectively; provided, however, that all such remodeling, substitutions, additions, modifications and improvements shall be done in a good and workmanlike manner and in compliance with all laws and the Schoolhouse, as remodeled, improved or altered, upon completion of such remodeling, substitutions, additions, modifications and improvements made pursuant to this Section shall be of a value not less than the fair market value of the Schoolhouse immediately prior to the remodeling or the making of substitutions, additions, modifications and improvements. Notwithstanding the foregoing, if such substitution, modification, addition or improvement shall require the expenditure of an amount greater than 25% of the insured value of the Schoolhouse (determined at the time such work commences), the Company shall, prior to initiating such substitution, modification, addition or improvement, provide the Trustee with a certificate from the Company Representative to the effect that based upon a financial feasibility study prepared by the Company Representative, such substitution, modification, addition or improvement will not materially diminish the amount of Lease Revenues from the Schoolhouse received by the Company or the amount of Adjusted Pledged Revenues during the next succeeding Fiscal Year from the level received in the last preceding Fiscal Year prior to such substitution, modification, addition or improvement. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by the Company in any manner and in the sole discretion of the Company. The Company will not permit any mechanic's or other lien to be established or remain against the Schoolhouse for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, improvements, repairs, renewals or replacements so made by the Company, provided that if the Company shall first notify the Trustee in writing of the Company's intention so to do, and no event of default or event which with the passage of time would be an event of default exists, the Company may in good faith, diligently contest any mechanic's or other lien filed or established against the Schoolhouse, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless in the opinion of Independent Counsel by nonpayment of any such items the lien of the Indenture as to the payments will be materially endangered or the Schoolhouse or any part thereof will be subject to loss or forfeiture,

in which event the Company shall promptly pay and cause to be satisfied and discharged all such unpaid items.

The Company may from time to time in its sole discretion and at its own cost and expense, install or place other equipment and tangible personal property in the Schoolhouse. The Company may remove such equipment and tangible personal property at any time at its own cost and expense, whether or not the same shall have been affixed or annexed to the Schoolhouse, but any damage caused to the Schoolhouse by any such removal shall be repaired at the sole cost and expense of the Company.

Section 4.5 **Governmental and Utility Charges**. The Company will pay during the Term of Agreement, as the same respectively become due, all taxes, assessments and other governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Schoolhouse or any part thereof, or any interest therein or the revenues derived therefrom or hereunder, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Schoolhouse and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Schoolhouse, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated to pay only such installments as are required to be paid during the Term of Agreement.

If no Event of Default or event which with the passage of time would be an Event of Default then exists, the Company may, at the Company's expense and in the Company's name, in good faith contest any such assessments and other charges and, in the event of any such contest, may permit the assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless in the opinion of Independent Counsel by nonpayment of any such items the Schoolhouse or any essential part thereof will be subject to loss or forfeiture, in which event such assessments or charges shall be paid forthwith. In the event that the Company shall fail to pay any of the foregoing items required by this Section to be paid by the Company, the Issuer or the Trustee may (but shall be under no obligation to) pay the same, and any amounts so advanced therefor by the Issuer or the Trustee shall become an additional obligation of the Company to the party making the advancement, which amounts, together with interest thereon, the Company agrees to pay upon demand.

Section 4.6 **Casualty Insurance**. The Company agrees to insure or cause to be insured the Schoolhouse against loss or damage of the kinds usually insured against by companies similarly situated, including, without limiting the foregoing, fire and uniform standard extended coverage, vandalism and malicious mischief endorsements, use and occupancy coverage and extra expense insurance for a period of one year, by means of policies issued by the Minnesota School Boards Association Trust, a state-sponsored self-insurance fund for Minnesota School Districts, or by reputable insurance companies duly qualified to do such business in the State with uniform standard coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than the greater of the outstanding principal amount of the Bonds (less amounts held under the Indenture that may be applied to payment of the Bonds) or the full insurable value of the Schoolhouse, and with such deductible provisions as are customarily included by companies

similarly situated. The term "full insurable value," as used herein, shall mean the actual replacement value, without deduction for physical depreciation or at the option of the Company any lesser amount which is equal to or greater than the principal amount of all of the Bonds then Outstanding. Alternatively, the Company may insure or cause to be insured such property under a blanket insurance policy or policies which cover not only such property but other properties.

Any insurance policy issued pursuant to the preceding paragraph of this Section shall be so written or endorsed as to make losses, if any, payable to the Trustee and the Company as their respective interests may appear. The Net Proceeds of the insurance required in this Section shall be applied as provided in Section 5.2 hereof. Each insurance policy provided for in this Section and Sections 4.7 and 4.9 hereof shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it without first giving written notice thereof to the Trustee and the Company at least 30 days in advance of such cancellation or modification under present policies and 30 days under policies acquired hereafter; provided, that if the Company delivers to the Trustee a written report of an Insurance Consultant stating that the cost of obtaining any of such insurance policies is prohibitively expensive or that any of such insurance policies cannot be obtained, then, failure of the Company to comply with the covenant to obtain any such insurance policy shall not constitute a Default hereunder. In addition, the Company agrees that it shall review, at least once every 3 years, the coverage provided by each of such insurance policies and provide a report thereon to the Trustee; such review shall be conducted by an Insurance Consultant.

Section 4.7 **Public Liability and Other Insurance**.

(a) The Company agrees to carry or cause the School to carry public liability insurance with one or more reputable insurance companies in minimum amounts of $1,000,000 for any one occurrence in connection with the Schoolhouse and an aggregate of $2,000,000 for the Company as a whole. The Issuer and the Trustee shall be made additional insureds under such policy or policies. The insurance provided by this Section may be by blanket insurance policy or policies.

(b) The Company agrees to cause the School, pursuant to the Lease, to carry automobile insurance protecting the School against liability for injuries to persons and property, with a coverage limit not less than, and a deductible amount not greater than, those customarily included in similar policies carried by similar entities similarly situated.

(c) The Company agrees to carry business interruption insurance providing for rent loss coverage for 12 months.

Section 4.8 **Deposit of Lease Revenues to Revenue Fund**. The Company hereby covenants and agrees that the Lease payments due from the School under the Lease shall be automatically transferred to the Trustee from the Sweep Account pursuant to the Pledge Agreement, on the 20th day of each month, for deposit into the Revenue Fund. Amounts transferred from the Revenue Fund pursuant to Section 5.04 of the Indenture shall be credited against the payments required under Section 4.2(a) through (d) above.

Section 4.9 **[Reserved.]**

Section 4.10 **Disbursements from the Costs of Issuance Fund**. The Issuer has, in the Indenture, authorized and directed the Trustee to make payments from the Costs of Issuance Fund for the payment of expenses as provided in this Section. Payments shall be made from the Costs of Issuance Fund only for paying the costs of the title policies, legal, accounting, organization, marketing or other special services and other fees and expenses incurred or to be incurred by or on behalf of the Issuer or the Company in connection with the issuance of the Bonds. Each payment out of the Costs of Issuance Fund shall be made only upon receipt by the Trustee of invoices along with a request for payment signed by the Company Representative.

On _____, 2013, the Trustee shall transfer any moneys remaining in the Costs of Issuance Fund to the Bond Fund.

Section 4.11 **Tax Regulatory Agreement**. The Company has executed and delivered to the Issuer, on or before the date hereof, the Tax Regulatory Agreement. The Company represents, warrants, covenants, and agrees that it will comply with the provisions of the Tax Regulatory Agreement and undertake and complete all actions required of the Company pursuant to the terms thereof.

ARTICLE V

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 5.1 **Damage, Destruction and Condemnation**. Unless the Company shall have exercised its option to prepay the amounts payable under this Agreement pursuant to the provisions of Section 9.1 hereof, if prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) (i) the Schoolhouse or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (ii) title to or any interest in, or the temporary use of, the Schoolhouse or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Company shall be obligated to continue to pay the amounts specified in Section 4.2 hereof and any other amounts required by this Agreement to be paid by the Company.

Section 5.2 **Application of Net Proceeds**. In the event of damage to, or condemnation or destruction of, the Schoolhouse or any portion thereof resulting from fire or other casualty, if the Net Proceeds of any insurance or condemnation award relating to such damage or condemnation are less than 2% of the total Project Costs, written notice of such event shall be given to the Trustee and EMMA and such Net Proceeds shall be paid directly to the Company and the Company shall forthwith replace, repair, reconstruct and restore the Schoolhouse to substantially the same or an improved condition or utility value compared with that which existed prior to the damage and the Company will apply the Net Proceeds to the extent necessary to replace, repair, reconstruct or restore the Schoolhouse. Any remaining balance not required for said purpose shall be paid to the Trustee for deposit in the Bond Fund.

In the event the Schoolhouse or any portion thereof is destroyed by fire or other casualty or a portion or all of the Schoolhouse is condemned and the Net Proceeds of any insurance or condemnation award relating to such damage or condemnation are greater than or equal to 2% of the total Project Costs, the Company agrees to promptly notify the Trustee and EMMA in writing of such event, all such Net Proceeds shall be deposited with the Trustee immediately upon receipt, and the Company shall within 90 days after such damage or destruction (or within such longer period as shall be reasonable under the circumstances) elect one of the following two options by written notice of such election to the Trustee:

(a) Option A - Repair and Restoration. Upon delivery to the Trustee of (i) an opinion of Bond Counsel to the effect that the proposed repair and restoration of the Schoolhouse, and its subsequent use, does not impair the tax-exempt status of the Series A Bonds and (ii) a Certificate of an Independent Architect to the effect that Net Proceeds and other funds available therefore, will be sufficient to complete the proposed repair and restoration, and the proposed repair and restoration can be completed in one year, the Company may elect to replace, repair, reconstruct and restore the Schoolhouse. In such event, the Company shall proceed forthwith to repair, reconstruct and restore the Schoolhouse to substantially the same condition or utility value as existed prior to the event causing the damage or destruction or condemnation and will apply the Net Proceeds to the payment or reimbursement of the costs of such repair, reconstruction,

replacement and restoration. So long as the Company has not received notice from the Trustee that it is in default hereunder, any Net Proceeds received by the Trustee shall be deposited in a separate account and released from time to time by the Trustee upon receipt from the Company of a certificate setting forth such repair, reconstruction, replacement and restoration costs and subject to the procedures and requirements set forth in a disbursing agreement to be entered into between the Company, the Trustee, and the Title Insurer for the reconstruction of the Schoolhouse; or

(b) Option B - Prepayment of Bonds. The Company may elect to have the Net Proceeds plus additional moneys, if any, from the Company, deposited into the Bond Fund and to have Bonds redeemed in an amount not in excess of the amount so deposited (unless all Outstanding Bonds are to be redeemed as provided in Section 9.2 hereof); provided the Company supplies the Trustee with an opinion of an Independent consultant reasonably stating that the property destroyed or condemned was not essential to the use of the Schoolhouse as contemplated herein and in the Indenture and that net revenues of the Schoolhouse and the Company will not be materially adversely affected by such destruction; provided, however, no such opinion shall be required if all Bonds Outstanding are to be redeemed and paid in full. In such event the Company shall, in its notice of election to the Trustee, direct the Trustee to deposit such Net Proceeds, when and as received, in the Bond Fund.

It is agreed that in the event the Company shall elect Option A or is unable to obtain the opinion required by Option B, the Company shall complete the repair, reconstruction, replacement and restoration of the Schoolhouse, whether or not the Net Proceeds are sufficient to pay for the same. Upon completion of such repair, reconstruction, replacement and restoration any excess moneys from the Net Proceeds over and above the costs of such repair, reconstruction, replacement and restoration shall be deposited by the Trustee in the Bond Fund; provided, that the Company may prepay a portion of the Bonds with excess Net Proceeds after repair or restoration if a certificate from an Independent consultant reasonably states that the Schoolhouse has been restored or repaired to substantially the same condition as it was before the damage or condemnation.

Any notice required to be given by the Company to the Trustee and EMMA under this Section 5.2 shall contain a description in reasonable detail of the work to be performed to repair and restore the Schoolhouse; the estimated cost and timetable for completion of such work; and the sources of funding available therefore.

Section 5.3 **Insufficiency of Net Proceeds**. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 5.2(a) hereof, the Company will nonetheless complete the work and will pay any cost in excess of the amount of the Net Proceeds held by the Trustee. The Company agrees that if by reason of any such insufficiency of the Net Proceeds, the Company shall make any payments pursuant to the provisions of this Section, the Company shall not be entitled to any reimbursement therefor from the Issuer, the Trustee or the Registered Owners of any of the Bonds, nor shall the Company be entitled to any diminution of the amounts payable under Section 4.2 hereof or any other amounts payable by the Company hereunder.

Section 5.4 **Cooperation of the Issuer**. The Issuer shall cooperate fully with the Company at the expense of the Company in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 5.l hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Schoolhouse and will, to the extent it may lawfully do so, permit the Company to litigate in any proceeding resulting therefrom in the name and behalf of the Issuer. In no event will the Issuer voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Schoolhouse or any part thereof without the prior written consent of the Company Representative.

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ARTICLE VI

SPECIAL COVENANTS

Section 6.1 **No Warranty of Condition or Suitability by the Issuer**. The Issuer makes no warranty, either express or implied, as to the Schoolhouse or the condition thereof, or that the Schoolhouse will be suitable for the purposes or needs of the Company or the School.

Section 6.2 **Access to the Schoolhouse**. The Company agrees that the Issuer, the Trustee and their duly authorized agents shall have the right at all reasonable times to enter the Schoolhouse, to examine and inspect the Schoolhouse, and to have such rights of access to the Schoolhouse for the proper maintenance of the Schoolhouse in the event of failure by the Company to perform its obligations under Section 4.4 hereof. The Issuer and the Trustee and their duly authorized agents shall also be permitted, at all reasonable times, to examine and copy the books and records of the Company with respect to the Schoolhouse.

Section 6.3 **Further Assurances and Corrective Instruments**. The Issuer and the Company agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

Section 6.4 **The Issuer and the Company Representatives**. Whenever under the provisions of this Agreement the approval of the Issuer or the Company is required or the Issuer or the Company is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by the Issuer Representative and for the Company by the Company Representative; the Trustee and any party hereto shall be authorized to act on any such approval or request.

Section 6.5 **Covenant Against Encumbrances**. The Company hereby covenants and agrees that it will not create, incur, assume or suffer to exist any encumbrances upon the Schoolhouse, except Permitted Encumbrances (as defined in the Mortgage) and the Mortgage

Section 6.6 **The Issuer and the Company to Grant Security Interest to Trustee**. The parties hereto agree that pursuant to the Indenture, the Issuer shall assign to the Trustee in order to secure payment of the Bonds all of the Issuer's right, title and interest in this Agreement except the Issuer's rights under Sections 4.2(b), 7.3 and 8.4 hereof. The Company hereby pledges and grants to the Issuer, for the benefit of the Registered Owners of the Bonds, all of its right, title and interest, if any, in the funds and in any trust accounts referred to in this Agreement or the Indenture and held by the Trustee.

Section 6.7 **Consent to Trustee's Access to Information**. The Company hereby consents to the right of the Trustee to inspect, review, duplicate and make public to the extent authorized by law, any information or documents in accordance with the Indenture including information pertaining in any manner to the Schoolhouse, the Company or the Company's business, assets, liabilities, financial condition, operations or compliance with any documents related to the Bonds. The Issuer and the Company hereby agree that the Trustee is intended to be a third-party beneficiary of the provisions of this Section, who may enforce the provisions of this

Section as though a party hereto; and, notwithstanding any other provision herein or in the Indenture, this Section shall not be amended, modified or waived by the Issuer or the Company without the written consent of the Trustee.

Section 6.8 **Election to Contest Determination of Taxability**. The Trustee is required under the Indenture to notify the Company by certified mail, return receipt requested, at any time the Trustee receives a written notification of the issuance, prior to the maturity date or redemption of all Bonds, of a statutory notice of deficiency by the United States Department of the Treasury, Internal Revenue Service, or a decision by a court of competent jurisdiction, holding in effect that the interest on any Series A Bond is included for federal income tax purposes in the gross income of the registered owner thereof. The Company shall have 30 days from the date of receipt of such notice (as evidenced by the date on the return receipt) to provide the Trustee with notice of its intent to contest such a potential Determination of Taxability. Any such notice of intent to contest from the Company to the Trustee, in order to be effective, must be accompanied by an opinion of Independent Counsel to the effect that there is a reasonable basis for the Company to proceed with such contest.

Section 6.9 **Assurance of Tax Exemption**. The Company understands after consultation with such legal counsel as deemed appropriate, that the exclusion from gross income of interest on the Series A Bonds for federal income tax purposes is dependent on the accuracy and truthfulness of representations made in the Tax Regulatory Agreement. The Company covenants and warrants that such representations are accurate and truthful and the Company shall comply with the Tax Regulatory Agreement.

Section 6.10 **Financial Statements**. Commencing with the Fiscal Year ending June 30, 2013, the Company agrees to furnish to the Trustee and EMMA (and to the Issuer, upon request), by no later than 150 days after the close of each Fiscal Year during the term hereof, a copy of the audited financial statements of the Company for the preceding Fiscal Year, including a balance sheet and operating statements audited by an independent certified public accountant.

Section 6.11 **Additional Indebtedness.** Without the prior written consent of the Majority Bondholder and an amendment to the Lease providing for additional Lease Revenues sufficient to pay the principal, interest and any related fees for such Additional Bonds, the Company shall not incur any Indebtedness other than (a) the Indebtedness with respect to the Bonds, or (b) Additional Bonds issued pursuant to Section 2.12 of the Indenture.

Section 6.12 **Covenants of the School.** The Company shall cause the School in the Pledge Agreement to agree and covenant that, for the Term of Agreement, the School will:

(a) Commencing for the fiscal year ending June 30, 2013, furnish to the Trustee and EMMA (and to the Issuer, upon request), by no later than 150 days after the close of each fiscal year of the School during the term of the Lease, a copy of the audited financial statements required of the School under Minnesota law for the preceding fiscal year, including a balance sheet and operating statements.

(b) Prepare and submit to the Trustee and EMMA (and to the Issuer, upon request) by no later than June 30 of each year, a copy of the proposed budget for the

School for the next succeeding fiscal year and projected long-range budget model forecasting the operations of the School for at least 5 years.

(c) On or about the 15th day of each February, May, August and November, commencing November 15, 2013, submit to the Trustee and EMMA (and to the Issuer, upon request), copies of quarterly student attendance and enrollment, budget and financial reports required by Minnesota law and by the Charter Agreement between the School and its Authorizer, and in addition, reports prepared by the School's Chief Financial Officer or an independent consultant on an unaudited basis that would include at least the following:

(i) year-to-date actual expenditures compared to year-to-date budgeted expenditures for such period;

(ii) actual revenues compared to budgeted revenues for such period; and

(iii) a current balance sheet;

(iv) the current student waiting list;

(v) projected long range model forecasting the operations of the School for at least five years; and

(vi) the balance of the Fund Balance Account (as defined below).

(d) On or before June 30 of each year, make all applications or submissions and provide all supporting documentation to the Minnesota Department of Education (or its successor) necessary to receive full funding from the State of Minnesota for all legally available general student aid funds, lease aids, or other funding sources included in the School's annual budgeted operating revenues and, further, provide the Trustee with copies or evidence of such applications or submission as and when they are made or submitted.

(e) Make all necessary applications or submissions, including all supporting documentation, on or before June 30 of each year to the Minnesota Department of Education (or its successor) necessary to receive any Title I federal funding or other federal money included in the School's annual budgeted operating revenues and provide the Trustee with copies or evidence of such applications or submission as and when they are made or submitted.

(f) Other than the obligation to make additional Lease Payments for the purpose of repaying Additional Bonds, not incur any additional Indebtedness; provided that the foregoing requirements shall not apply to short-term (less than twelve months) working capital borrowings or sales of accounts receivable by the School for cash flow purposes in an amount not to exceed $600,000 annually.

(g) Maintain unrestricted Cash on Hand in its operation fund such that on each testing date the amount on deposit in such fund shall be equal to or greater than 30 Days Cash on Hand. The School's Cash on Hand shall be tested each year 90 days after the end of the School's Fiscal Year (i.e. on September 28 of each year), commencing the Fiscal Year ending June 30, 2014. The School will provide the Trustee with a certification no later than two weeks after the completion of the School's audit for each Fiscal Year that the Cash on Hand requirement above has been met. The foregoing is subject to the qualification that if applicable state or federal laws or regulations, or the rules and regulations of agencies having jurisdiction (including, without limitation, changes in state or federal funding schedules), shall not permit or enable the School to maintain such level of Cash on Hand, then the School shall, in conformity with the then prevailing laws, rules or regulations, maintain its Cash on Hand equal to the maximum permissible level.

If the School has less than 30 Days Cash on Hand on such testing date, it shall constitute an Event of Default if such non-compliance is not cured within 60 days, unless waived by the Majority Bondholder.

(h) Maintain on its books, a separate, segregated fund balance to be funded on a best efforts basis from accumulated cash surpluses (the "Fund Balance Account") of the School, if any, in an amount equal to 20% of the budgeted annual operating expenses of the School (the "Fund Balance Account Requirement"). The balance of the Fund Balance Account may be reduced below the Fund Balance Account Requirement by the School solely for the payment of ordinary and necessary expenses of the School (excluding salaries and benefits to staff or administrative personnel) which exceed annual budgeted expenditures by an amount not greater than 20% of the annually budgeted amounts for items including repair and replacements, capital improvements, utilities, educational program expenses, and special assessments; provided, however, that a greater percentage shall be permitted if the School has received the prior written consent of the Majority Bondholder. In the event the Fund Balance Account is reduced below the Fund Balance Account Requirement as of the end of the School's Fiscal Year according to the School's annual audit, the School shall provide notice thereof to the Trustee and EMMA and shall use its best efforts to replenish the Fund Balance Account.

(i) [Reserved.]

(j) Make all payments due under the Lease on account of debt service on the Bonds and any Additional Bonds prior to any payments of additional rent due under of the Lease other than operating expenses of the School required under State or federal laws to provide required educational program expenditures (including the current expenses for staff and administrative salaries and benefits). In this regard, the Company hereby agrees that it shall apply all amounts received by or on behalf of the School under the Lease to the amounts payable pursuant to Section 4.2 of this Agreement when due.

(k) Provide notice to the Issuer, Trustee and EMMA of (i) any notices from the School's sponsor to the School of noncompliance with or determination not to renew the Charter Agreement within 10 days of receipt of such notice by the School and (ii) any

default under the Lease and the steps to be taken by the School to remedy such default, promptly after such default occurs.

(l) On or before June 30 of each year apply to the Minnesota Department of Education (or its successor) for building lease aid as required by Minnesota Statutes and provide notice to the Trustee and EMMA of such application and approval thereof by the Minnesota Department of Education.

(m) Carry automobile and workers' compensation insurance to the extent required by Minnesota law, and upon request, furnish to the Company certificates evidencing such coverage throughout the Term of the Lease. All such policies of insurance shall be in the forms and amounts required to be provided by the Company under the Loan Agreement and the Mortgage.

(n) The School may, at its own expense and in its own name, in good faith contest any real estate taxes, assessments, utility and other charges and shall notify the Company of such good faith contest and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom but only if (1) nonpayment of any such items will not materially endanger the interest of the Company in the Premises, nor subject to loss or forfeiture the Premises or any part thereof, and (2) the School files with the Company an opinion of Independent Counsel stating in effect that neither event will occur. If both conditions are not satisfied the School shall promptly pay such taxes, assessments, utility or other charges or provide Company with full security against any loss that may result from nonpayment, in form satisfactory to Company.

(o) Use its best efforts to maintain Income Available for Debt Service of at least 120% of the principal and interest due on the Bonds and any Additional Bonds in each Fiscal Year. In the event the School's Income Available for Debt Service is less than 110% of the principal and interest due on the Bonds and any Additional Bonds in any Fiscal Year, the School shall retain an Independent Consultant to review and analyze the reports required by the Pledge Agreement, to inspect the Project and the School's operation and administration and to make such recommendations as to the operation and administration of the School and the Schoolhouse as such Independent Consultant deems appropriate. Notwithstanding the immediately preceding sentence, regardless of whether the School has retained an Independent Consultant, if at the end of the Fiscal Year 2013 or any subsequent Fiscal Year, the Income Available for Debt Service as of the end of such Fiscal Year is less than 100% of the principal and interest due on the Bonds and any Additional Bonds (as evidenced by the School's audited financial statements for such Fiscal Year), then the Trustee may declare an Event of Default or exercise one or more of the remedies permitted under the Loan Agreement and the Indenture.

Delivery to the Trustee of the information, reports and documents described in this Section 6.12 is for informational purposes only. The Trustee has no obligation to review or analyze the information, reports and documents and the Trustee's receipt of such information, reports and documents shall not constitute constructive or actual notice of any information contained therein or determinable from information contained therein.

Section 6.13 **Bank Qualification**. The Company agrees to pay to the Issuer the amount required to reimburse the Issuer for any loss of "bank qualification" for any Unqualified Bonds issued in 2013 (referred to as the "Reimbursement Amount"). The term "Unqualified Bonds" means bonds issued by the Issuer (excluding "qualified 501(c)(3) bonds" as defined in Section 145 of the Code other than the Bonds) which the Issuer properly designates as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code but which the Internal Revenue Service determines were not eligible for bank qualification as a result of the issuance of the Bonds. The Reimbursement Amount shall be the actual cost to the Issuer as a result of such determination by the Internal Revenue Service as determined by the Internal Revenue Service or as a result of negotiations with the holders of such Unqualified Bonds. The Reimbursement Amount for any Unqualified Bonds shall be payable within 15 days after Borrower's receipt from the Issuer of written notice as to the Reimbursement Amount. All fees incurred by the Issuer with respect to such determination by the Internal Revenue Service and the collection of amounts due with respect thereto from the Borrower shall be the sole obligation of the Company, payable with the Reimbursement Amount.

ARTICLE VII

ASSIGNMENT, LEASING, INDEMNIFICATION AND REDEMPTION

Section 7.1 **Assignment and Leasing**. Subject to the covenant set forth in Section 7.2 hereof, the Company's rights and obligations under this Agreement may be assigned and the Schoolhouse leased, as a whole or in part, by the Company without the necessity of obtaining the consent of the Issuer, or the Trustee, subject, however, to each of the following conditions:

(a) No assignment or lease shall relieve the Company from primary liability for any obligations hereunder, and in the event of any such assignment the Company shall continue to remain primarily liable for payment of the amounts specified in Section 4.2 hereof and for payment, performance and observance of the other agreements on its part herein provided to be performed and observed by the Company to the same extent as though no assignment or lease had been made.

(b) The assignee or lessee shall assume the obligations of the Company hereunder to the extent of the interest assigned or leased.

(c) The assignee or lessee shall receive no greater interest in the Schoolhouse than that held by the Company. In particular, any assignment or lease shall be granted only subject to the rights of the Issuer and the Trustee under this Agreement and the Indenture and shall terminate upon any foreclosure of the Company's rights under the Mortgage.

(d) The Company shall, at least 10 days prior to the execution of such assignment or lease, furnish or cause to be furnished to the Issuer and the Trustee (x) a true and complete draft copy of each assignment, assumption of obligation or lease, as the case may be, and (y) an opinion from Bond Counsel to the effect that the assignment or lease will not cause interest on the Outstanding Series A Bonds to be included in the gross income of the owners thereof for purposes of federal income taxation, and a form of opinion from Independent Counsel that the assignment or lease has been accomplished in accordance with State law and this Agreement. Final executed copies of all such documents and opinions shall be provided to the same parties.

Section 7.2 **Transfer**. Other than the Lease, the Company covenants and agrees that Company shall not sell, transfer or dispose of the Schoolhouse or any interest therein, unless the transferee is (a) an organization described in Section 501(c)(3) of the Code, or (b) a state or local government unit.

The Company further covenants and agrees that the Company will cause or require as a condition precedent to any conveyance, transfer, assignment or any other disposition of the Schoolhouse (a "Transfer") prior to the final Maturity of the Bonds, that the transferee of the Schoolhouse pursuant to the Transfer assume in writing, in a form acceptable to the Issuer all duties and obligations of the Company under this Agreement and the Indenture, and that the Transferee cause to be delivered to the Trustee (i) an opinion of Bond Counsel to the effect that the Transfer does not adversely affect the tax-exempt status of the Series A Bonds and (ii) an

opinion of Independent Counsel that the duties and obligations of the Company under this Agreement are enforceable against transferee.

Section 7.3 **Release and Indemnification Covenants.**

(a) The Company shall and hereby agrees, at its expense, to pay, and to indemnify and save the Issuer, the Trustee and their directors, officers, employees and agents harmless against and from any and all claims, damages, demands, expenses, liabilities and taxes of any character or nature whatsoever regardless of by whom imposed, and losses of every conceivable kind, character and nature whatsoever including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with (i) the Schoolhouse or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Schoolhouse, or from the planning, design, acquisition or construction of the Schoolhouse or any part thereof, and (ii) any untrue statement or alleged untrue statement of any material fact or the omission or alleged omission to state a material fact necessary to make the statements made not misleading in any statement, information or material furnished by the Company, including but not limited to any financial information, for use in any official statement utilized by the Original Purchaser in connection with the sale of the Bonds. The Company also covenants and agrees at its expense to pay and to indemnify and save the Issuer, the Trustee and their directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against the Issuer, the Trustee or any of their directors, officers, employees or agents by reason of any such claim or demand, the Company, upon notice from the Issuer or the Trustee, covenants to resist and defend such action or proceeding on behalf of the Issuer, the Trustee or any of their directors, officers, employees or agents. Notwithstanding the foregoing, neither the Issuer, the Trustee, nor any of their directors, officers, employees and agents shall be indemnified against costs, counsel fees or expenses or liability for damage arising out of bodily injury to persons or damage to property or any other claims or acts caused by their own gross negligence or willful misconduct.

(b) It is the intention of the parties hereto that the Issuer, its officials and employees, shall not incur any pecuniary liability by reason of the terms of this Agreement or the undertakings required of the Issuer hereunder, by reason of the issuance of the Bonds, by reason of the execution of the Indenture or this Agreement or by reason of the performance of any act requested of the Issuer by the Company, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if the Issuer, its officials or employees should incur any such pecuniary liability, then in such event the Company shall indemnify and hold the Issuer, its officials or employees harmless against all claims by or on behalf of any person, firm or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, except from claims arising

from their willful, malicious or negligent acts, and upon notice from the Issuer, the Company shall defend the Issuer, its officials or employees in any such action or proceeding.

(c) The Company's covenants in this Section 7.3 shall survive the payment of the Bonds, the termination of the Indenture, the termination of this Agreement, and the resignation or removal of the Trustee.

Section 7.4 **Redemption of Bonds**. The Company shall have and is hereby granted the option to prepay from time to time the amounts payable under this Agreement in sums sufficient to redeem or to pay or cause to be paid all or part of the Bonds in accordance with the provisions of the Indenture. Upon the agreement of the Company to deposit moneys in the Bond Fund in an amount sufficient to redeem Bonds subject to redemption, the Issuer, at the request of the Company, shall forthwith take all steps (other than the payment of the money required for such redemption) necessary under the applicable redemption provisions of the Indenture to effect redemption of all or part of then Outstanding Bonds, as may be specified by the Company, on the date established for such redemption.

Section 7.5 **Maintenance of Security Interest.**

(a) The Company will, at its expense, take all necessary action to maintain and preserve the lien and security interest of the Mortgage so long as any Bond is Outstanding.

(b) The Company covenants that, except for Permitted Encumbrances, it will not mortgage, grant a deed of trust lien upon (other than the Mortgage), pledge, grant a security interest in, or make an assignment of any of its revenues or property, including without limitation its accounts, contract rights, general intangibles or the proceeds of any thereof or any of the Mortgaged Property or the proceeds thereof.

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ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.1 **Events of Default Defined**. The following shall be "Events of Default" under this Agreement and the terms "Event of Default" and "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Company to pay the amounts required to be paid under Section 4.2(a) hereof at the times specified therein, provided, however, that if a payment default is caused by the failure of the State to make payments due to the School in a timely manner, the Company shall have a period of 90 days (or such longer period consented to by the Trustee provided the Trustee has obtained reasonable assurance that the withheld payments from the State will be made to the School in due course) to cure such payment default. The Trustee shall give telephonic or telegraphic notice, with subsequent written notice, to the Company and the Issuer of such failure.

(b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 8.1(a) hereof, for a period of 30 business days after written notice specifying such failure and requesting that it be remedied shall have been given to the Company and the Issuer by the Trustee or if any representation or warranty of the Company shall be determined to be or have been a material misrepresentation or materially misleading or untrue when made; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Trustee will not unreasonably withhold its consent to an extension of such time (but not more than 90 days) if corrective action is instituted by the Company within the applicable period and diligently pursued until the Default is corrected.

(c) (i) The dissolution or liquidation of the Company or the voluntary initiation by the Company of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Company of any such proceeding which shall remain undismissed for 60 days, or (ii) failure by the Company to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Company to carry on its operations at the Schoolhouse, or (iii) assignment by the Company for the benefit of creditors, or (iv) the entry by the Company into an agreement of composition with creditors or (v) the failure generally by the Company to pay its debts as they become due and the continuation of such failure for a period of 10 days after written notice by the Trustee.

(d) Any event of default under the Indenture.

(e) Any event of default under the Tax Regulatory Agreement, the Mortgage, the Lease, or the Pledge Agreement.

(f) Any final judgments, or writs or warrants of attachment or of any similar processes in an aggregate amount in excess of the greater of $150,000 or 2.5% of the

insured value of the Project Buildings entered or filed against the Company or against any of its property remains unvacated, unpaid, unbonded, uninsured or unstayed for a period of 30 days.

The provisions of subsection (b) of this Section are subject to the following limitation: if by reason of force majeure the Company is unable in whole or in part to carry out any of its agreements contained herein (other than its obligations contained in Article IV hereof and particularly the obligation of Section 4.2(a) which is governed by subsection (a) of this Section), no Event of Default shall be deemed to have occurred during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or of any of their departments, agencies or officials, or of any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; and any other cause or event not reasonably within the control of the Company and generally accepted as part of a definition of "force majeure."

Section 8.2 **Remedies on Default**. Whenever any Event of Default referred to in Section 8.l hereof shall have happened and be continuing, the Trustee or the Issuer may take one or any combination of the following remedial steps:

(a) By written notice to the Company, declare an amount equal to (i) all amounts then payable on the Bonds, whether by acceleration of maturity (as provided in the Indenture) or otherwise, and (ii) any other amounts then due and payable hereunder or under the Indenture, to be immediately due and payable as liquidated damages under this Agreement and not as a penalty, whereupon the same shall become immediately due and payable;

(b) Have reasonable access to and inspect, examine, and make copies of the relevant books and records and any and all relevant accounts, data and income tax and other tax returns of the Company during regular business hours of the Company if reasonably necessary in the opinion of the Issuer or the Trustee; or

(c) Take whatever action at law or in equity may appear necessary or desirable, including, without limitation, foreclosure, to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Agreement, and also including, without limitation, any remedy set forth in the Indenture, subject to the limitations set forth herein and therein.

Any amounts collected pursuant to action taken under this Section (except subsection 8.2(a)(ii)) shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Section 8.3 **No Remedy Exclusive**. No remedy herein conferred upon or reserved to the Trustee or the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other

remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer and the Trustee to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 8.4 **Agreement to Pay Attorneys' Fees and Expenses**. In the event the Company should default under any of the provisions of this Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of payments required hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Issuer or the Trustee, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred by the Issuer or the Trustee.

Section 8.5 **No Additional Waiver Implied by One Waiver; Delay or Omission Not a Waiver**. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No delay or omission of the Issuer or the Trustee to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement to the Issuer may be exercised from time to time and as often as may be deemed expedient by the Issuer or the Trustee.

(The remainder of this page is intentionally left blank.)

ARTICLE IX

OPTIONS; PREPAYMENT OF LOAN

Section 9.1 **Option to Prepay Loan and Terminate at Any Time**. The Company shall have, and is hereby granted, the option to prepay the loan in part, in accordance with the redemption provisions in Section 3.01 of the Indenture, or in whole and, if in whole, to terminate this Agreement upon the following conditions. At any time prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), the Company may terminate this Agreement (i) by paying to the Trustee an amount which, when added to the amounts on deposit in the Bond Fund or the Reserve Fund and any other funds held by the Trustee pursuant to the Indenture (except the Rebate Fund) for the benefit of the Company, will be sufficient to pay, retire and redeem all the Outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal of and interest to maturity or applicable redemption date, as the case may be, and premium, if any, expenses of redemption and the Issuer's, the Trustee's and paying agents' fees and expenses), and, in case of redemption, by making arrangements satisfactory to the Trustee for the giving of the required notice of redemption, (ii) by giving the Issuer notice in writing of such termination, and such termination shall forthwith become effective, and (iii) by providing the Trustee with an opinion of Bond Counsel stating that the foregoing actions will not adversely affect the tax-exempt status of the Series A Bonds.

Section 9.2 **Option to Redeem Bonds Upon the Occurrence of Certain Events**. The Bonds are subject to redemption at the option of the Company in whole if any of the events set forth below shall occur:

(a) If, at any time, the Schoolhouse shall have been damaged or destroyed (i) to such extent that it cannot be reasonably restored within a period of 6 months to substantially the condition thereof immediately preceding such damage or destruction, or (ii) to such extent that the Company or the School are thereby prevented, in the Company's judgment, from carrying on their normal operations at the Schoolhouse for a period of 6 months or more, or (iii) to such extent that the cost of restoration thereof would exceed the Net Proceeds of insurance required to be carried thereon pursuant to the requirements of Section 4.6 hereof.

(b) If, at any time, title to, or the temporary use for a period of 6 months or more of, all or substantially all the Schoolhouse, or such part thereof as shall materially interfere, in the Company's judgment, with the operation of the Schoolhouse for the purpose for which the Schoolhouse was designed, shall have been taken under the exercise of the power of eminent domain or be effectively taken through the exercise of police or other similar power by any governmental body or by any person, firm or corporation acting under governmental authority (including such a taking or takings as results in the Company or the School being thereby prevented from carrying on its normal operations at the Schoolhouse for a period of 6 months or more).

(c) If, at any time, changes which the Company cannot reasonably control or overcome in the economic availability of materials, supplies, labor, equipment and other

properties and things necessary for the efficient operation of the Schoolhouse for the purpose contemplated by this Agreement shall have occurred, or technological or other changes shall have occurred which in the judgment of the Company render the continued operation of the Schoolhouse uneconomic for such purposes.

(d) If, at any time, as a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Company in good faith, this Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Agreement, or unreasonable burdens or excessive liabilities shall have been imposed on the Company in respect to the Schoolhouse, including, without limitation, federal, state or other ad valorem, property, income or other taxes not being imposed on the date of this Agreement, which in the judgment of the Company render the continued operation of the Schoolhouse uneconomic.

To exercise such option, the Company shall, within 60 days following the event authorizing or requiring such redemption, give written notice to the Issuer, and the Trustee, and shall specify therein the date of redeeming the Bonds, which date shall be not less than 50 days nor more than 90 days from the date such notice is mailed, and shall also make arrangements with the Trustee pursuant to the provisions of the Indenture for a redemption of all of the Outstanding Bonds and the giving of the required notice in connection therewith. The amount of money necessary to be deposited for such redemption shall be the same as in Section 9.1 hereof for optional prepayment of the loan.

Section 9.3 **Relative Position of Options and Indenture**. The Company may exercise any of the options granted to it in this Article at any time, and specifically whether or not an Event of Default has occurred under this Agreement.

(The remainder of this page is intentionally left blank.)

ARTICLE X

MISCELLANEOUS

Section 10.1 **Term of Agreement**. This Agreement shall remain in full force and effect from the date hereof to and including such time as all of the Bonds and the fees and expenses of the Issuer, the Trustee and any paying agents shall have been fully paid or provision made for such payments, whichever is later; provided that this Agreement may be terminated prior to such date if the Company shall exercise its option under Section 9.1 or Section 9.2 hereof to prepay the amounts payable hereunder pursuant to this Agreement.

Section 10.2 **Notices**. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, unless otherwise indicated in this Agreement, postage prepaid, or by confirmed telecopy, addressed as follows:

If to the Issuer:	City of Ramsey, Minnesota 7550 Sunwood Dr. NW Ramsey, Minnesota 55303-5137 Attn: Administrator
If to the Trustee:	Wells Fargo Bank, National Association MAC: N9311-115 625 Marquette Avenue, 11th Floor Minneapolis, Minnesota 55479 Attn: Corporate Trust Services
If to the Company:	PCS Building Company c/o PACT Charter School 7250 Ramsey Parkway East Northwest Ramsey, Minnesota 55303 Attn: _____
And to:	John Cairns Law, P.A. 2751 Hennepin Avenue Box 280 Minneapolis, Minnesota 55408 Attn: John Cairns
If to the Original Purchaser:	Dougherty & Company LLC 90 South 7th Street, Suite 4400 Minneapolis, Minnesota 55402-4115 Attn: Public Finance Department

A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Company shall also be given to the Trustee and the Original Purchaser. The Issuer, the Company, the Trustee and the Original Purchaser may, by written notice given

hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 10.3 **Binding Effect**. This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company, the Trustee, the Registered Owners of the Bonds and their respective successors and assigns, subject, however, to the limitations contained in Sections 2.2(b) and 7.1 hereof.

Section 10.4 **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.5 **Amounts Remaining in the Revenue Fund, the Bond Fund, the Reserve Fund, the Capital Improvement Fund, the Expense Fund and the Costs of Issuance Fund.** It is agreed by the parties hereto that any amounts remaining in the Revenue Fund, the Bond Fund, the Reserve Fund, the Capital Improvement Fund, the Expense Fund and the Costs of Issuance Fund upon expiration or earlier termination of the Term of Agreement, as provided in this Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), and the fees and expenses of the Issuer, the Trustee, and any paying agents in accordance with the Indenture, shall belong to and be paid to the Company by the Trustee as the return of an overpayment of the amounts payable hereunder.

Section 10.6 **Amendments, Changes and Modifications**. Subsequent to the issuance of Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee, in accordance with the provisions of the Indenture.

Section 10.7 **Execution in Counterparts**. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.8 **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 10.9 **Captions**. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Issuer has caused this Agreement to be executed in its corporate name, with its official seal being intentionally omitted as permitted by law, and attested by its duly authorized officials and the Company has caused this Agreement to be executed in its corporate name. All of the above occurred as of the date first above written.

CITY OF RAMSEY, MINNESOTA

By:_____
Its Mayor

By:_____
Its Administrator

Execution page of the Company to the Loan Agreement.

PCS BUILDING COMPANY,
a Minnesota nonprofit corporation

By:_____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

The real property situated in the City of Ramsey, County of Anoka, State of Minnesota, described as follows:

Lot 1, Block 1, Ramsey Town Center, Anoka County, Minnesota.

EXHIBIT B

PROJECT BUILDING

The Project Building consists of:

PLEDGE AND COVENANT AGREEMENT

This Pledge and Covenant Agreement, dated as of _____ 1, 2013 (this "Agreement"), is made by PACT Charter School, a Minnesota nonprofit corporation and public (charter) school (the "School"), for the benefit of Wells Fargo Bank, National Association, as trustee under that certain Indenture of Trust, dated as of _____ 1, 2013, between the Trustee and the Issuer (as hereinafter defined, the "Trustee").

WHEREAS, the City of Ramsey, Minnesota, a municipal corporation (the "Issuer"), has determined to issue and sell its Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A, and its Taxable Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013B (collectively, the "Bonds"), to: (i) advance refund the Issuer's Lease Revenue Bonds (PACT Charter School Project) Series 2004A (the "Prior Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 75,000 square foot public elementary and secondary schoolhouse located at 7250 Ramsey Parkway East Northwest in the City of Ramsey, Minnesota (the "City"), owned by PCS Building Company (the "Company") and leased to the School; (ii) fund a debt service reserve fund; and (iii) pay the costs of issuing the Bonds; and

WHEREAS, the Issuer has loaned the proceeds derived from the sale of the Bonds to the Company pursuant to the provisions of a Loan Agreement, of even date herewith, between the Issuer and the Company (the "Loan Agreement"); and

WHEREAS, the Company and the School have entered into an Amended and Restated Lease Agreement, of even date herewith (the "Lease"), pursuant to which the School has agreed to make lease payments in the amounts and at such times as shall be necessary to pay the amounts due from the Company under the Loan Agreement, which amounts are calculated to be sufficient to pay principal and interest when due on the Bonds; and

WHEREAS, the School has agreed to pledge pursuant to this Agreement certain "Adjusted Pledged Revenues" (as hereinafter defined) of the School in order to provide additional security for the timely payments of amounts due under the Lease;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. Capitalized terms shall have the meanings defined herein. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease or the Loan Agreement.

SECTION 2. Pledge and Assignment.

(A) The School does hereby pledge and assign to the Trustee to secure the payment of lease payments in accordance with the terms and provisions of the Lease, all funds, money, grants, or other distributions received by the School from the State of Minnesota with respect to general student funding, state building lease aid payments, state distributions of federal Title I funds, or any other funding sources, after deduction of all such operating expenses of the School required under State or federal laws to provide

required educational program expenditures (including the current expenses for staff and administrative salaries and benefits) (such net amount hereinafter referred to as "Adjusted Pledged Revenues"), and any other funds or amounts held in any fund or account established by the School. Said pledge shall constitute a lien on and security interest in such Adjusted Pledged Revenues, funds, and accounts, and shall attach and be valid and binding from and after the date of this Agreement, without any physical delivery thereof or further act.

(B) The School hereby transfers, grants a security interest in, and assigns to the Trustee, for the benefit of the Holders from time to time of the Bonds, all of the Adjusted Pledged Revenues and other assets pledged in Subsection (A) of this Section 2 and all right, title, and interest of the School in and to any agreements with the State of Minnesota to provide any such Adjusted Pledged Revenues. The Trustee shall collect and receive all of the Adjusted Pledged Revenues, and any Adjusted Pledged Revenues collected or received by the School shall be deemed to be held, and to have been collected or received, by the School as agent of the Trustee and shall forthwith be paid by the School to the Trustee.

(C) The School shall establish and maintain a depository account (the "State Aid Revenues Account") with Wells Fargo Bank, National Association, into which all education funding received by the School from the Minnesota Department of Education (including general education funding, building lease aids, other special funds and federal pass-through funding) shall be deposited pursuant to a depository agreement (the "Account Control Agreement"), attached hereto as EXHIBIT A. This State funding is generally disbursed to the School twice monthly on the fifteenth and last day of each month (or the next preceding Business Day). The School will cause all such disbursements from the State to be deposited in the State Aid Revenues Account. Upon any such deposit, in accordance with the Account Control Agreement, the Trustee is authorized to withdraw from the State Aid Revenues Account all amounts therein, and shall withdraw from the State Aid Revenues Account and deposit to the Revenue Fund under the Indenture the payments due from the School under the Lease. The terms of the State Aid Revenues Account shall provide that if deposits from the State are received before 12:00 noon, Minneapolis, Minnesota time, the Trustee shall withdraw the lease payments before the end of that Business Day. If deposits are received after 12:00 noon, the Trustee is required to make its withdrawal from the State Aid Revenues Account before 12:00 noon on the next Business Day. In the event that the first deposit of State funds in any month is insufficient to pay the total lease payment due from the School, the Trustee shall withdraw the amount of any such deficiency from the second (or succeeding) monthly deposits of State funds to the State Aid Revenues Account until such deficiency is cured.

(D) In the event that the deposits and withdrawals from the State Aid Revenues Account are not sufficient to make the School's payments under the Lease, the Trustee shall be entitled to collect and receive all of the Adjusted Pledged Revenues, and any Adjusted Pledged Revenues collected or received by the School shall be deemed to be held, and to have been collected or received, by the School as agent of the Trustee and shall forthwith be paid by the School to the Trustee.

SECTION 3. Additional Covenants. During the term of the Lease, the School shall take the following actions:

(A) Commencing for the fiscal year ending June 30, 2013, furnish to the Trustee and EMMA (and to the Issuer, upon request), by no later than 150 days after the close of each fiscal year of the School during the term of the Lease, a copy of the audited financial statements required of the School under Minnesota law for the preceding fiscal year, including a balance sheet and operating statements.

(B) Prepare and submit to the Trustee and EMMA (and to the Issuer, upon request) by no later than June 30 of each year, a copy of the proposed budget for the School for the next succeeding fiscal year and projected long-range budget model forecasting the operations of the School for at least 5 years.

(C) On or about the 15th day of each February, May, August, and November, commencing November 15, 2013, submit to the Trustee and EMMA (and to the Issuer, upon request), copies of quarterly student attendance and enrollment, budget and financial reports required by Minnesota law and by the Charter Agreement between the School and its Authorizer, and in addition, reports prepared by the School's Chief Financial Officer or an independent consultant on an unaudited basis that would include at least the following:

(i) year-to-date actual expenditures compared to year-to-date budgeted expenditures for such period;

(ii) actual revenues compared to budgeted revenues for such period; and

(iii) a current balance sheet;

(iv) the current student waiting list;

(v) projected long range model forecasting the operations of the School for at least five years; and

(vi) the balance of the Fund Balance Account (as defined below).

(D) On or before June 30 of each year, make all applications or submissions and provide all supporting documentation to the Minnesota Department of Education (or its successor) necessary to receive full funding from the State of Minnesota for all legally available general student aid funds, lease aids, or other funding sources included in the School's annual budgeted operating revenues and, further, provide the Trustee with copies or evidence of such applications or submission as and when they are made or submitted.

(E) Make all necessary applications or submissions, including all supporting documentation, on or before June 30 of each year to the Minnesota Department of Education (or its successor) necessary to receive any Title I federal funding or other

federal money included in the School's annual budgeted operating revenues and provide the Trustee with copies or evidence of such applications or submission as and when they are made or submitted.

(F) Other than the obligation to make additional Lease Payments for the purpose of repaying Additional Bonds, not incur any additional Indebtedness; provided that the foregoing requirements shall not apply to short-term (less than twelve months) working capital borrowings or sales of accounts receivable by the School for cash flow purposes in an amount not to exceed **[$600,000]** annually.

(G) Maintain unrestricted Cash on Hand in its operation fund such that on each testing date the amount on deposit in such fund shall be equal to or greater than 30 Days Cash on Hand. The School's Cash on Hand shall be tested each year 90 days after the end of the School's Fiscal Year (i.e. on September 28 of each year), commencing the Fiscal Year ending June 30, 2014. The School will provide the Trustee with a certification no later than two weeks after the completion of the School's audit for each Fiscal Year that the Cash on Hand requirement above has been met. The foregoing is subject to the qualification that if applicable state or federal laws or regulations, or the rules and regulations of agencies having jurisdiction (including, without limitation, changes in state or federal funding schedules), shall not permit or enable the School to maintain such level of Cash on Hand, then the School shall, in conformity with the then prevailing laws, rules or regulations, maintain its Cash on Hand equal to the maximum permissible level.

If the School has less than 30 Days Cash on Hand on such testing date, it shall constitute an Event of Default if such non-compliance is not cured within 60 days, unless waived by the Majority Bondholder.

(H) Maintain on its books, a separate, segregated fund balance to be funded on a best efforts basis from accumulated cash surpluses (the "Fund Balance Account") of the School, if any, in an amount equal to 20% of the budgeted annual operating expenses of the School (the "Fund Balance Account Requirement"). The balance of the Fund Balance Account may be reduced below the Fund Balance Account Requirement by the School solely for the payment of ordinary and necessary expenses of the School (excluding salaries and benefits to staff or administrative personnel) which exceed annual budgeted expenditures by an amount not greater than 20% of the annually budgeted amounts for items including repair and replacements, capital improvements, utilities, educational program expenses, and special assessments; provided, however, that a greater percentage shall be permitted if the School has received the prior written consent of the Majority Bondholder. In the event the Fund Balance Account is reduced below the Fund Balance Account Requirement as of the end of the School's Fiscal Year according to the School's annual audit, the School shall provide notice thereof to the Trustee and EMMA and shall use its best efforts to replenish the Fund Balance Account.

(I) [Reserved.]

(J) Make all payments due under the Lease on account of debt service on the Bonds and any Additional Bonds prior to any payments of additional rent due under of the Lease other than operating expenses of the School required under State or federal laws to provide required educational program expenditures (including the current expenses for staff and administrative salaries and benefits). In this regard, the Company hereby agrees that it shall apply all amounts received by or on behalf of the School under the Lease to the amounts payable pursuant to Section 4.2 of this Agreement when due.

(K) Provide notice to the Issuer, Trustee and EMMA of (i) any notices from the School's sponsor to the School of noncompliance with or determination not to renew the Charter Agreement within 10 days of receipt of such notice by the School and (ii) any default under the Lease and the steps to be taken by the School to remedy such default, promptly after such default occurs.

(L) On or before June 30 of each year apply to the Minnesota Department of Education (or its successor) for building lease aid as required by Minnesota Statutes and provide notice to the Trustee and EMMA of such application and approval thereof by the Minnesota Department of Education.

(M) Carry automobile and workers' compensation insurance to the extent required by Minnesota law, and upon request, furnish to the Company certificates evidencing such coverage throughout the Term of the Lease. All such policies of insurance shall be in the forms and amounts required to be provided by the Company under the Loan Agreement and the Mortgage.

(N) The School may, at its own expense and in its own name, in good faith contest any real estate taxes, assessments, utility and other charges and shall notify the Company of such good faith contest and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom but only if (1) nonpayment of any such items will not materially endanger the interest of the Company in the Premises, nor subject to loss or forfeiture the Premises or any part thereof, and (2) the School files with the Company an opinion of Independent Counsel stating in effect that neither event will occur. If both conditions are not satisfied the School shall promptly pay such taxes, assessments, utility or other charges or provide Company with full security against any loss that may result from nonpayment, in form satisfactory to Company.

(O) Use its best efforts to maintain Income Available for Debt Service of at least 120% of the principal and interest due on the Bonds and any Additional Bonds in each Fiscal Year. In the event the School's Income Available for Debt Service is less than 110% of the principal and interest due on the Bonds and any Additional Bonds in any Fiscal Year, the School shall retain an Independent Consultant to review and analyze the reports required by the Pledge Agreement, to inspect the Project and the School's operation and administration and to make such recommendations as to the operation and administration of the School and the Schoolhouse as such Independent Consultant deems appropriate. Notwithstanding the immediately preceding sentence, regardless of whether the School has retained an Independent Consultant, if at the end of the Fiscal Year 2013

or any subsequent Fiscal Year, the Income Available for Debt Service as of the end of such Fiscal Year is less than 100% of the principal and interest due on the Bonds and any Additional Bonds (as evidenced by the School's audited financial statements for such Fiscal Year), then the Trustee may declare an Event of Default or exercise one or more of the remedies permitted under the Loan Agreement and the Indenture.

Delivery to the Trustee of the information, reports and documents described in this Section 3 is for informational purposes only. The Trustee has no obligation to review or analyze the information, reports and documents and the Trustee's receipt of such information, reports and documents shall not constitute constructive or actual notice of any information contained therein or determinable from information contained therein.

SECTION 4. Defaults and Remedies. Any of the following shall be an Event of Default:

(A) Failure by the School to pay any payment required to be paid under the Rent Schedule in full at the time specified therein, and said failure in payment shall continue for 10 days, but no later than the last Business Day of the month.

(B) Failure by the School to observe and perform any covenant, condition, or agreement herein, other than as referred to in paragraph (i), for a period of 30 business days after written notice specifying such failure and requesting that it be remedied shall have been given to the School by the Company unless the Company shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice be such that it cannot be corrected within the applicable period, the Company will not unreasonably withhold its consent to an extension of such time (but not more than 90 days) if corrective action is instituted by the School within the applicable period and diligently pursued until the default is corrected.

(C) Any Event of Default on the part of the Company under the Loan Agreement or the Lease.

Upon the occurrence of any Event of Default hereunder, the Trustee shall have, in addition to all other rights and remedies provided herein or by law, the rights and remedies of a secured party under the Minnesota Uniform Commercial Code, Minnesota Statutes, Chapter 336, as amended. In addition, the Trustee may, without demand, and without advertisement or notice, all of which the School hereby waives, at any time or times, appropriate (by set-off or otherwise) or apply all amounts held in the Revenue Fund or otherwise under the Indenture to the payment of amounts due under the Loan Agreement in such order and manner as provided in the Loan Agreement and the Indenture.

SECTION 5. Termination. This Agreement shall terminate and any amounts on deposit in the Revenue Fund shall be delivered or transferred to the School upon the payment in full of amounts due with respect to the Bonds, whether at their stated maturity or by earlier prepayment and redemption.

SECTION 6. Governing Law. The obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

SECTION 7. Headings. Section headings in this Agreement are for convenience of reference only and shall not govern, or be used in, the interpretation of any of the provisions of this Agreement.

SECTION 8. Financing Statements. The School agrees to execute and deliver to the Trustee such further agreements and assignments or other instruments and do all such other things to assure the Trustee of its security interest hereunder, including such financing statement or statements or amendments thereof or supplements thereto or other instruments required in order to comply with the Minnesota Uniform Commercial Code, Minnesota Statutes, Chapter 336, as amended, and any successor statute(s) thereto (the "Code"). The School and the Trustee hereby agree that a carbon, photographic, or other reproduction of this Agreement or any such financing statement is sufficient for filing as a financing statement by the Trustee without notice thereof to the School. In the event for any reason the law of any other jurisdiction than the State of Minnesota becomes or is applicable to the Indenture, the Bonds, or this Agreement, the School agrees to execute and deliver all such instruments and do all such other things necessary or appropriate to preserve, protect, and enforce the security interest of the Trustee under the law of such other jurisdiction to at least the same extent as such security interest would be protected under the Code.

SECTION 9. Execution and Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

SECTION 10. No Waiver; Cumulative Remedies. The Trustee shall not by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Trustee, and then only to the extent therein set forth. A waiver by the Trustee of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Trustee would otherwise have on any further occasion. No failure to exercise nor any delay in exercising by the Agent of any right, power, or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any right, power, or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

SECTION 11. Waivers, Amendments. None of the terms or provisions of this Agreement may be waived, altered, modified, or amended except by an instrument in writing, duly executed by the Trustee and the School.

SECTION 12. Notices. Unless otherwise provided for in this Agreement, any notice required or permitted to be given under this Agreement may be given by certified or registered mail, return receipt requested, or by telex or telecopy, charges prepaid, or by commercial overnight delivery service, prepaid, address:

If to the Trustee:	Wells Fargo Bank, National Association MAC: N9311-115 625 Marquette Avenue, 11th Floor Minneapolis, Minnesota 55479 Attn: Corporate Trust Services
If to the School:	PACT Charter School 7250 Ramsey Parkway East Northwest Ramsey, Minnesota 55303 Attn: Executive Director

The School and the Trustee may designate by writing delivered to the addresses stated in or pursuant to this Section 12, any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

[Remainder of page intentionally left blank.]

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

PACT CHARTER SCHOOL, a Minnesota nonprofit corporation and public (charter) school
By: _____
Its: _____

Execution page of the Trustee to the Pledge and Covenant Agreement, dated as of _____ 1, 2013.

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee
By: _____
Its: _____

EXHIBIT A

ACCOUNT CONTROL AGREEMENT

DRAFT – 08/05/13

CONTINUING DISCLOSURE AGREEMENT

FROM

PCS BUILDING COMPANY

AND

PACT CHARTER SCHOOL

TO

WELLS FARGO BANK, NATIONAL ASSOCIATION,
AS TRUSTEE

PACT CHARTER SCHOOL PROJECT

Dated _____, 2013

This instrument was drafted by:

Best & Flanagan LLP
225 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402
(612) 339-7121

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement"), dated as of _____, 2013, is executed and delivered by PCS Building Company, (the "Borrower"), a Minnesota nonprofit corporation and 501(c)(3) organization, and PACT Charter School, a Minnesota non-profit corporation and a 501(c)(3) organization, (the "School"), in connection with the issuance of $_____* Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013A and $_____* Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013B (collectively, the "Series 2013 Bonds" or the "Securities") by the City of Ramsey, Minnesota (the "Issuer"). The Securities are being issued pursuant to an Indenture of Trust dated as of _____, 2013 (the "Indenture") by and between the Issuer and Wells Fargo Bank, National Association, as Trustee (the "Trustee"). The proceeds of the Securities are being loaned by the Issuer to the Borrower pursuant to a Loan Agreement dated _____, 2013 (collectively, the "Loan Agreement"). Pursuant to the Loan Agreement, the Borrower has covenanted and agreed to provide and to cause the School to provide the continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events.

Section 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Borrower, the School, and the Trustee for the benefit of the holders and beneficial owners of the Securities in order to assist the Underwriter (defined herein) within the meaning of the Rule (defined herein) in complying with the Rule. This Disclosure Agreement constitutes the written undertaking required by the Rule. The Borrower and the School acknowledge that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Disclosure Agreement, and has no liability to any person including any Holder of the Bonds, for any such reports, notices or disclosures.

Section 2. Definitions. In addition to the defined terms set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this section, the following capitalized terms shall have the following meanings:

"Annual Report" will mean any annual report provided by the Borrower or the School pursuant to, and as described in, this Disclosure Agreement.

"Borrower's Annual Report" means any annual report provided by the Borrower pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Borrower's Audited Financial Statements" means the Borrower's annual financial statements, prepared in accordance with generally accepted accounting principles ("GAAP").

"Borrower's Disclosure Representative" means the Chair of the Borrower or his/her designee or such other person as the Borrower shall designate in writing to the Trustee from time to time.

"Borrower's Fiscal Year" means the fiscal year of the Borrower.

"EMMA" shall mean the Electronic Municipal Market Access system as described in 1934 Act Release No. 59062 and maintained by the Municipal Securities Rulemaking Board for purposes of the Rule and further described in Section 4 hereof.

"Fiscal Year" will mean each year ending June 30, commencing with the Fiscal Year ending June 30, 2013.

"Issuer" means the City of Ramsey, Minnesota.

"Listed Event" means any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" will mean the Municipal Securities Rulemaking Board, c/o CDI Net, 1900 Duke Street, Suite 600, Alexandria, VA 22314; Phone: (703) 797-6000; Fax: (703) 683-1930.

"Notice of Listed Event" will mean any notice provided by the Borrower pursuant to, and as described in, the section below entitled "Reporting of Listed Events."

"Repository" will mean the MSRB through EMMA or any other entity or system designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule.

"Rule" will mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Act of 1934, as the same may be amended from time to time.

"School's Annual Report" means any annual report provided by the School pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"School's Audited Financial Statements" means the School's annual financial statements, prepared in accordance with GAAP.

"School's Fiscal Year" means the fiscal year of the School.

"SEC" means the Securities Exchange Commission.

"Underwriter" means Dougherty & Company LLC and its successors and assigns.

Section 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) The Borrower shall, or shall cause the Trustee to, not later than one hundred fifty (150) days after the end of the Borrower's Fiscal Year commencing with the year that ends June 30, 2013, provide each Repository with the Borrower's Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The School shall, or shall cause the Trustee to, not later than one hundred fifty (150) days after the end of the School's Fiscal Year commencing with the year that ends June 30, 2013, provide each Repository with the School's Annual Report which is consistent with the requirements of Section 4 of this Disclosure

Agreement. If the Trustee is to provide any such Annual Report to each Repository, not later than fifteen (15) Business Days prior to said date, the Borrower and the School shall provide their respective Annual Report to the Trustee. The Borrower and the School shall provide a written certification with the Annual Reports furnished to the Trustee to the effect that such Annual Reports constitute the Annual Reports required to be furnished by the Borrower and the School hereunder. The Annual Reports may each be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the Borrower's Audited Financial Statements may be submitted separately from the balance of the Borrower's Annual Report and the School's Audited Financial Statements may be submitted separately as the School's Annual Report. The Trustee's obligation to deliver the information at the times and with the contents described above shall be limited to the extent the Borrower and the School have provided such information to the Trustee as required hereby.

(b) If by fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to each Repository, the Trustee has not received a copy of the Annual Report, the Trustee shall contact the Borrower and the School, as appropriate, to inquire if the Borrower and the School are in compliance with subsection (a).

(c) If the Borrower and the School, as appropriate, do not provide a written certification to the Trustee to the effect that an Annual Report has been provided to the Repositories by the date required in subsection (a), the Trustee shall send a notice to each Repository in substantially the form attached as Exhibit A.

(d) The Trustee shall to the extent the Borrower and the School have provided the Annual Report to the Trustee, file a report with the Borrower and the School certifying that the information represented to the Trustee by the Borrower and the School as the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided, and listing all the Repositories to which it was provided.

Section 4. Content of Annual Reports.

(a) The Borrower's Annual Report shall contain or incorporate by reference the following:

(i) The Borrower's Audited Financial Statements for the prior Borrower's Fiscal Year, containing balance sheets as of the end of such Borrower's Fiscal Year and a statement of operations, changes in fund balance and cash flows for Borrower's Fiscal Year then ended, audited by a certified public accountant retained by the Borrower. If the Borrower's Audited Financial Statements are not available by the time the Borrower's Annual Report is required to be filed pursuant to Section 3(a), the Borrower's Annual Report shall contain unaudited financial statements prepared by the Borrower in a format similar to the financial statements contained in the Official Statement, and the Borrower's Audited Financial Statements shall be filed in the same manner as the Borrower's Annual Report when they become available; and

(ii) A summary report for the prior Borrower's Fiscal Year which includes information consistent with the information relating to the Borrower in the Official Statement under the headings "THE COMPANY," "THE SCHOOL," and "THE PROJECT," and in Appendix A.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt with respect to which the Borrower is an "obligated person" (as defined by the Rule), which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is an Official Statement, it must also be available from the MSRB. The Borrower shall clearly identify each such other document so incorporated by reference.

(b) The School's Annual Report shall contain or incorporate by reference the School's Audited Financial Statements for the prior School's Fiscal Year, containing balance sheets as of the end of such School's Fiscal Year and a statement of operations, changes in fund balance and cash flows for the School's Fiscal Year then ended, audited by a certified public accountant retained by the School. If the School's Audited Financial Statements are not available by the time the School's Annual Report is required to be filed pursuant to Section 3(a), the School's Annual Report shall contain unaudited financial statements prepared by the School in a format similar to the financial statements contained in the Official Statement, and the School's Audited Financial Statements shall be filed in the same manner as the School's Annual Report when they become available**.**

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt with respect to which the School is an "obligated person" (as defined by the Rule), which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is an Official Statement, it must also be available from the MSRB. The School shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Listed Events.

(a) The Company and the School shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Securities not later than ten (10) business days after the occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series 2013 Bonds, or other material events affecting the tax-exempt status of the Series 2013 Bonds;

(7) Modification to rights of the holders of the Securities;

(8) Securities calls (other than pursuant to mandatory sinking fund redemption), if material, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Securities, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the Borrower;

(13) The consummation of a merger, consolidation, or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material; and

(15) Changes or delays in the schedule of funding to charter schools from the State of Minnesota.

(b) The Trustee shall, within one (1) business day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative, inform such person of the event, and request that the Borrower or the School promptly notify the Trustee in writing whether or not to report the event pursuant to subsection (f). For purposes of this Disclosure Agreement, "actual knowledge" of such Listed Events shall mean knowledge by an officer of the Trustee at its Corporate Trust Office with the responsibility for matters related to the Indenture.

(c) Whenever the Borrower or the School obtains actual knowledge of the occurrence of a Listed Event, because of a notice from the Trustee pursuant to subsection (b) or otherwise, the Borrower or the School shall as soon as possible determine if such event is required to be reported.

(d) If the Borrower or the School has determined such event is required to be reported, the Borrower or the School shall promptly notify the Trustee and the Significant Bondholders in writing. Such notice shall instruct the Trustee to report the occurrence pursuant to subsection (f).

(e) If, in response to a request under subsection (b), the Borrower or the School determines that the event is not required to be reported, the Borrower or the School shall so notify the Trustee and the Significant Bondholders in writing and instruct the Trustee not to report the occurrence pursuant to subsection (f).

(f) If the Trustee has been instructed by the Borrower or the School to report the occurrence of a Listed Event, the Trustee shall file a notice of such occurrence with each Repository with a copy to the Significant Bondholders, the Borrower and the School, and a copy to the Rating Agency of any Listed Events described in subsections (a)(1) and (2). Notwithstanding the foregoing:

Section 6. Filing Methods. Any filing under the Disclosure Agreement shall be made by transmitting such filing to the MSRB, through EMMA, as provided at http://www.emma.msrb.org or any similar system that is acceptable to the United States Securities and Exchange Commission.

Section 7. Termination of Reporting Obligations. The obligations of the Borrower, the School and the Trustee under this Disclosure Agreement shall terminate upon the defeasance, prior redemption or payment in full of all the Securities. If the Borrower's obligations under the Loan Agreement are assumed in full by some other entity, other than the School, or if the obligations of the School under the Assumption Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the Borrower, and the original Borrower shall have no further responsibility hereunder.

Section 8. Agent. The Borrower and the School may, from time to time, appoint or engage a dissemination agent to assist them in carrying out their obligations under this Disclosure Agreement, and may discharge any such dissemination agent, with or without appointing a successor dissemination agent. The dissemination agent may resign at any time by providing thirty (30) days' notice to the Borrower and the School.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Borrower, the School and the Trustee may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Borrower or type of business conducted; (ii) the Disclosure Agreement, as amended or affected by such waiver would have complied with the requirements of the Rule at the time of the primary offering of the Series 2013 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) such amendment or waiver does not materially impair the interests of the owners of the Series 2013 Bonds, as

determined either by parties (such as the bond counsel) unaffiliated with the Borrower or the Issuer or by an approving vote of the registered owners of the Series 2013 Bonds pursuant to the terms of the Resolution at the time of the amendments.

The Annual Report containing amended operating data or financial information resulting from such amendment or waiver, if any, will explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided. If an amendment or waiver is made specifying the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison will include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information in order to provide information to investors to enable them to evaluate the ability of the Borrower to meet its obligations. To the extent reasonably feasible, such comparison also will be quantitative. If the accounting principles of the Borrower change, the Borrower will, or will cause the Trustee to, provide a copy of such notice to the Issuer and give notice of such change in the same manner as for a Notice of Listed Event. The Borrower will, or will cause the Trustee to, provide a copy of such notice to the Issuer.

Section 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Borrower and the School from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Borrower or the School chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Borrower and the School shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. In the event of a failure of the Borrower, the School or the Trustee to comply with any provision of this Disclosure Agreement, the Significant Bondholders or any Holder of the Securities may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Borrower, the School or the Trustee to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default with respect to the Securities and the sole remedy under this Disclosure Agreement in the event of any failure of the Borrower, the School or the Trustee to comply with this Disclosure Agreement shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Trustee. The Trustee shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Borrower agrees to indemnify and save the Trustee and its respective officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses

(including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Trustee's negligence or willful misconduct. The Trustee shall have no duty or obligation to review or verify any information provided to it by the Borrower or the School or to determine the materiality of a Listed Event and shall not be deemed to be acting in any fiduciary capacity for the Borrower, the Holders or any other party. The Trustee shall have no responsibility for the Borrower's failure to report a Listed Event to the Trustee. The obligations of the Borrower under this Section shall survive resignation or removal of the Trustee and payment of the Securities.

Section 13. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Minnesota.

Section 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Borrower, the School, the Trustee, the Underwriter, the Holders and beneficial owners from time to time of the Securities, and shall create no rights in any other person or entity.

(The remainder of this page is intentionally left blank.)

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee

By_____
Its Authorized Officer

SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT

PACT CHARTER SCHOOL ,
a Minnesota non-profit corporation

By_____
Its _____

SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT

PCS BUILDING COMPANY,
a Minnesota non-profit corporation

By_____
Its_____

SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Ramsey, Minnesota
Name of Bond Issue:	$_____* City of Ramsey, Minnesota Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013A and $_____* City of Ramsey, Minnesota Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2013B (collectively, the "Bonds")
Name of Borrower:	PCS Building Company
Date of Issuance:	_____, 2013

NOTICE IS HEREBY GIVEN that the Borrower has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated as of _____, 2013, among the Borrower, PACT Charter School and Wells Fargo Bank, National Association, as Trustee. The Borrower/The School has notified the Trustee that it anticipates that the Annual Report will be filed on _____, 20__.

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Trustee, on behalf of the Borrower and the School

_____

cc: Borrower

CC Regular Session **7. 3.**

Meeting Date: 08/13/2013

By: Diana Lund, Finance

Information

Title:

Adopt Resolution #13-08-131 Authorizing the Issuance and Awarding the Sale of $635,000 General General Obligation Equipment Certificates of Indebtedness, Series 2013A

Background:

On December 11, 2012, City Council adopted the 2013 General Fund Budget and Levy. Included in the budget was $463,000 for capital equipment which included the second year funding for a fire tanker truck that council gave official authorization for purchasing at the June 25, 2013 City Council meeting. The first half of the fire tanker truck was included in the 2012 General Fund budget.

Overall, the amount of capital that needs to be funded for 2013 is $594,000 (See capital listing that includes full funding of fire tranker truck). The funding source for the purchase of these capital items was proposed to be the issuance of capital equipment certificates. The issuance of certificates not only allows the city to take advantage of lower interest rates, but it will allow the Equipment Revolving Fund time to rebuild and preserve fund for future needs.

The amount of certificates to be issued to fund the capital items is proposed to be $635,000 which covers the principal costs of the capital items and underwriting costs. The certificates would be for a ten-year time frame and be levied to the property tax starting in year 2014. The annual levy from the debt issuance would be approximately $75,000 based on today's interest rates.

At its regular meeting of July 9, 2013, City Council passed Resolution #13-07-117 authorizing the sale of $635,000 General Obligation Equipment Certificates.

The Final terms and conditions of the Capital Equipment Certificates of Indebtedness are attached. The all-inclusive interest rate (includes principal and underwriting costs) came in slightly lower than what was prposed on July 9, when the City Council authorized the issuance of capital equipment certificates. The all-inclusive interest rate is 3.31% vs 3.65% on July 9. The 3.31% interest rate takes into considertation the extra quarter percent that the city had to pay due to the conduit debt issuance for the Pact Charter School which made this issue non-bank qualified. Pact will be reimbursing the city this additional expense in the amount of approximately $9,000.

A resolution needs to be adopted by the City Council confirming the sale.

Notification:

Staff had a bond rating call for the certificates with Standards and Poors (S&P) on July 23, 2013. S&P confirmed the city's AA+ bond rating.

Observations/Alternatives:

Option 1: Authorize Sale of Capital Equipment Certificates as outlined at the worksession of July 23, 2013 to take advantage of low interest rates and to preserve the Capital Equipment Fund for future needs.

Option 2: Not Authorize Sale Of Capital Equipment Certificates and utilize the city's Equipment Revolving Fund. Current balance of fund is $1.8M. and is designated to be the funding source of 2014 proposed General Fund Capital Equipment requests in the amount of $482,000. The bond rating call would be an additional expense as it has already been incurred. The ratings call fee is included in the $635,000 Equipment Certificate total.

Recommendation:

Staff recommends that Council adopt Resolution #13-08-131 authorizing the issuance and awarding the sale of $635,000 General Obligation Equipment Certificate of Indebtedness, Series 2013A as outlined in the Final Debt Service Schedule.

Funding Source:

Equipment Certificate debt will fund the city's budgeted General Fund capital expenditures.

Council Action:

Adopt Resolution #13-08-131 authorizing the issuance and awarding the sale of $635,000 General Obligation Equipment Certificate of Indebtedness, Series 2013A

Attachments

Final Debt Schedule $635,000 Capital Equipment Certificates

Capital Equipment Listing

Resolution Awarding Sale of Capital Equipment Certificates

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	08/08/2013 10:52 AM
Form Started By: Diana Lund		Started On: 07/25/2013 02:26 PM
Final Approval Date: 08/08/2013		

$635,000.00 City of Ramsey, Minnesota

General Obligation Equipment Certificates of Indebtedness, Series 2013A

FINAL

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$635,000.00 City of Ramsey, Minnesota

General Obligation Equipment Certificates of Indebtedness, Series 2013A

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Sources & Uses

Dated 09/01/2013 | Delivered 09/05/2013

Sources Of Funds	
Par Amount of Bonds	$635,000.00
Accrued Interest from 09/01/2013 to 09/05/2013	128.42
Total Sources	**$635,128.42**

Uses Of Funds	
Total Underwriter's Discount (1.960%)	12,446.00
Costs of Issuance	21,319.00
Deposit to Debt Service Fund (Accrued Interest)	128.42
Deposit to Project Construction Fund	601,235.00
Total Uses	**$635,128.42**

$635,000.00 City of Ramsey, Minnesota

General Obligation Equipment Certificates of Indebtedness, Series 2013A

FINAL

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/05/2013	-	-	-	-	-
09/01/2014	60,000.00	0.500%	11,557.50	71,557.50	71,557.50
03/01/2015	-	-	5,628.75	5,628.75	-
09/01/2015	60,000.00	0.500%	5,628.75	65,628.75	71,257.50
03/01/2016	-	-	5,478.75	5,478.75	-
09/01/2016	60,000.00	1.000%	5,478.75	65,478.75	70,957.50
03/01/2017	-	-	5,178.75	5,178.75	-
09/01/2017	60,000.00	1.200%	5,178.75	65,178.75	70,357.50
03/01/2018	-	-	4,818.75	4,818.75	-
09/01/2018	60,000.00	1.750%	4,818.75	64,818.75	69,637.50
03/01/2019	-	-	4,293.75	4,293.75	-
09/01/2019	65,000.00	1.750%	4,293.75	69,293.75	73,587.50
03/01/2020	-	-	3,725.00	3,725.00	-
09/01/2020	65,000.00	2.500%	3,725.00	68,725.00	72,450.00
03/01/2021	-	-	2,912.50	2,912.50	-
09/01/2021	65,000.00	2.500%	2,912.50	67,912.50	70,825.00
03/01/2022	-	-	2,100.00	2,100.00	-
09/01/2022	70,000.00	3.000%	2,100.00	72,100.00	74,200.00
03/01/2023	-	-	1,050.00	1,050.00	-
09/01/2023	70,000.00	3.000%	1,050.00	71,050.00	72,100.00
Total	**$635,000.00**	-	**$81,930.00**	**$716,930.00**	-

Date And Term Structure

Dated	9/01/2013
Delivery Date	9/05/2013
First Coupon Date	9/01/2014
First available call date	9/01/2019
Call Price	100.00%
Accrued Interest from 09/01/2013 to 09/05/2013	128.42

Yield Statistics

Bond Year Dollars	$3,587.94
Average Life	5.650 Years
Average Coupon	2.2834802%
Net Interest Cost (NIC)	2.6303640%
True Interest Cost (TIC)	2.6369883%
All Inclusive Cost (AIC)	3.3112288%

IRS Form 8038

Net Interest Cost	2.2799010%
Weighted Average Maturity	5.650 Years
Bond Yield for Arbitrage Purposes	2.2580634%

105% Levy

Date	Total P+I	105% Levy	Levy Year	Collection Year
09/01/2014	71,557.50	75,135.38	2013	2014
09/01/2015	71,257.50	74,820.38	2014	2015
09/01/2016	70,957.50	74,505.38	2015	2016
09/01/2017	70,357.50	73,875.38	2016	2017
09/01/2018	69,637.50	73,119.38	2017	2018
09/01/2019	73,587.50	77,266.88	2018	2019
09/01/2020	72,450.00	76,072.50	2019	2020
09/01/2021	70,825.00	74,366.25	2020	2021
09/01/2022	74,200.00	77,910.00	2021	2022
09/01/2023	72,100.00	75,705.00	2022	2023
Total	**$716,930.00**	**$752,776.50**		

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
09/01/2015	Term 1 Coupon	0.500%	0.500%	120,000.00	100.000%	120,000.00
09/01/2016	Serial Coupon	1.000%	1.000%	60,000.00	100.000%	60,000.00
09/01/2017	Serial Coupon	1.200%	1.200%	60,000.00	100.000%	60,000.00
09/01/2019	Term 2 Coupon	1.750%	1.750%	125,000.00	100.000%	125,000.00
09/01/2021	Term 3 Coupon	2.500%	2.500%	130,000.00	100.000%	130,000.00
09/01/2023	Term 4 Coupon	3.000%	3.000%	140,000.00	100.000%	140,000.00
Total	-	-	-	**$635,000.00**	-	**$635,000.00**

Bid Information

Par Amount of Bonds	$635,000.00
Gross Production	$635,000.00
Total Underwriter's Discount (1.960%)	$(12,446.00)
Bid (98.040%)	622,554.00
Accrued Interest from 09/01/2013 to 09/05/2013	128.42
Total Purchase Price	$622,682.42
Bond Year Dollars	$3,587.94
Average Life	5.650 Years
Average Coupon	2.2834802%
Net Interest Cost (NIC)	2.6303640%
True Interest Cost (TIC)	2.6369883%

$635,000.00 City of Ramsey, Minnesota

General Obligation Equipment Certificates of Indebtedness, Series 2013A

FINAL

Proof Of Bond Yield @ 2.2580634%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
09/05/2013	-	1.0000000x	-	-
09/01/2014	71,557.50	0.9780401x	69,986.10	69,986.10
03/01/2015	5,628.75	0.9671210x	5,443.68	75,429.79
09/01/2015	65,628.75	0.9563238x	62,762.33	138,192.12
03/01/2016	5,478.75	0.9456471x	5,180.96	143,373.08
09/01/2016	65,478.75	0.9350897x	61,228.50	204,601.59
03/01/2017	5,178.75	0.9246501x	4,788.53	209,390.12
09/01/2017	65,178.75	0.9143270x	59,594.69	268,984.81
03/01/2018	4,818.75	0.9041192x	4,356.72	273,341.54
09/01/2018	64,818.75	0.8940254x	57,949.61	331,291.15
03/01/2019	4,293.75	0.8840443x	3,795.87	335,087.01
09/01/2019	69,293.75	0.8741746x	60,574.83	395,661.84
03/01/2020	3,725.00	0.8644150x	3,219.95	398,881.79
09/01/2020	68,725.00	0.8547645x	58,743.69	457,625.48
03/01/2021	2,912.50	0.8452217x	2,461.71	460,087.19
09/01/2021	67,912.50	0.8357854x	56,760.27	516,847.46
03/01/2022	2,100.00	0.8264544x	1,735.55	518,583.02
09/01/2022	72,100.00	0.8172277x	58,922.12	577,505.13
03/01/2023	1,050.00	0.8081039x	848.51	578,353.64
09/01/2023	71,050.00	0.7990820x	56,774.78	635,128.42
Total	**$716,930.00**	-	**$635,128.42**	-

Derivation Of Target Amount

Par Amount of Bonds	$635,000.00
Accrued Interest from 09/01/2013 to 09/05/2013	128.42
Original Issue Proceeds	$635,128.42

Derivation Of Form 8038 Yield Statistics

Maturity	Issuance Value	Price	Issuance PRICE	Exponent	Bond Years
09/05/2013	-	-	-	-	-
09/01/2014	60,000.00	100.000%	60,000.00	0.9888889x	59,333.33
09/01/2015	60,000.00	100.000%	60,000.00	1.9888889x	119,333.33
09/01/2016	60,000.00	100.000%	60,000.00	2.9888889x	179,333.33
09/01/2017	60,000.00	100.000%	60,000.00	3.9888889x	239,333.33
09/01/2018	60,000.00	100.000%	60,000.00	4.9888889x	299,333.33
09/01/2019	65,000.00	100.000%	65,000.00	5.9888889x	389,277.78
09/01/2020	65,000.00	100.000%	65,000.00	6.9888889x	454,277.78
09/01/2021	65,000.00	100.000%	65,000.00	7.9888889x	519,277.78
09/01/2022	70,000.00	100.000%	70,000.00	8.9888889x	629,222.22
09/01/2023	70,000.00	100.000%	70,000.00	9.9888889x	699,222.22
Total	**$635,000.00**	**-**	**$635,000.00**	**-**	**$3,587,944.44**

IRS Form 8038

Weighted Average Maturity = Bond Years/Issue Price	5.650 Years
Total Interest from Debt Service	81,930.00
Accrued Interest from 09/01/2013 to 09/05/2013	(128.42)
Total Interest	81,801.58
NIC = Interest / (Issue Price * Average Maturity)	2.2799010%
Bond Yield for Arbitrage Purposes	2.2580634%

Detail Costs Of Issuance

Dated 09/01/2013 | Delivered 09/05/2013

COSTS OF ISSUANCE DETAIL

Underwriting Fee	$4,064.00
Bond Counsel	$4,500.00
Rating Agency Fee	$8,000.00
Miscellaneous	$400.00
Paying Agent	$4,355.00
TOTAL	**$21,319.00**

ITEM #	COST CNTR	NEW/REPLACEMENT CAPITAL OUTLAY DESCRIPTION	ESTIMATED PURCHASE PRICE	TOTAL OF REPLACE ASSET #	NOTES	ORIGINAL PURCHASE PRICE	OTHER FUND AVAILABL 12/31/XX	Net 2013 FUNDING REQUIRED
2013 CAPITAL OUTLAY								
Elections #141								
6580	141	**Election Equipment**	6,000.00					6,000.00
Data Processing #192								
6585	192	**Cisco 4510 Core Switch (connects all servers & devices to network**	25,000.00		Replaces Cisco 4506 Core Switch			25,000.00
Total Data Processing #192			**25,000.00**			**0.00**	**0.00**	**25,000.00**
GEN GOV'T BLDG #194								
6580	194	Phone System	0.00		Replace old phone-Intertell Axxess	0.00		0.00
Total General Government Buildings #194			**0.00**			**0.00**	**0.00**	**0.00**
POLICE PROTECTION #211								
6550	211	**3 squads & set up**	102,000.00					102,000.00
Total Police Protection #211			**102,000.00**			**0.00**	**0.00**	**102,000.00**
FIRE #220								
6550	220	Tanker Truck- 2nd year funding ($300,000 total)	150,000.00	500	Repalce 1989 Tanker #21	109,489.00		150,000.00
Total Fire #220			**150,000.00**			**109,489.00**	**0.00**	**150,000.00**
Engineering #301								
6580	301	Scanner	**10,000.00**					10,000.00
6580	301	Colored Plotter/Scanner	**20,000.00**					20,000.00
Total Engineering #301			**30,000.00**			**0.00**	**0.00**	**30,000.00**
PUBLIC Works #311								
6540	311	**F350 truck with plow**	**49,000.00**					49,000.00
6580	311	**AVL System for tracking snowplowing equipment**	**15,000.00**					15,000.00
Total Public Works #311			**64,000.00**			**0.00**	**0.00**	**64,000.00**
PARK & RECREATION #452								
6540	452	**Toro Mower**	**86,000.00**	643	Replace Unit #643			86,000.00
Total Park & Recreation #452			**86,000.00**			**0.00**	**0.00**	**86,000.00**
TOTAL GENERAL FUND - 2012			**463,000.00**			**109,489.00**	**0.00**	**463,000.00**

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-08-131

RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF $635,000 GENERAL OBLIGATION EQUIPMENT CERTIFICATES OF INDEBTEDNESS, SERIES 2013A, AND LEVYING A TAX FOR THE PAYMENT THEREOF

A. WHEREAS, the City of Ramsey, Minnesota (the "City"), has heretofore determined and declared that it is necessary and expedient to issue $635,000 General Obligation Equipment Certificates of Indebtedness, Series 2013A (the "Certificates" or individually, a "Certificate"), pursuant to Minnesota Statutes, Chapter 475 and Minnesota Statutes, Sections 410.32 and 412.301, to finance the purchase of various items of capital equipment for the City (the "Equipment") and each item of equipment to be financed by the Certificates has an expected useful life at least as long as the term of the Certificates; and

B. WHEREAS, the amount of the Certificates to be issued does not exceed one-quarter of one percent (0.25%) of the market value of the taxable property in the City ($1,806,808,800 times 0.25% is $4,517,022); and

C. WHEREAS, no other obligations have been sold pursuant to a private sale within the last twelve calendar months of the date hereof which when combined with this issue would exceed the $1,200,000 limitations on negotiated sales as required by Minnesota Statutes, Section 475.60, Subdivision 2(2); and

D. WHEREAS, it is in the best interests of the City that the Certificates be issued in book-entry form as hereinafter provided; and

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

1. Acceptance of Offer. The offer of Northland Securities, Inc. (the "Purchaser"), to purchase the Certificates in accordance with the terms and at the rates of interest hereinafter set forth, and to pay therefor the sum of $622,554.00, plus interest accrued to settlement, is hereby confirmed and accepted.

2. Certificate Terms.

(a) Original Issue Date; Denominations; Maturities; Term Bond Option. The Certificates shall be dated September 1, 2013, as the date of original issue, shall be issued forthwith on or after such date in fully registered form, shall be numbered from R-1 upward in the denomination of $5,000 each or in any integral multiple thereof of a single maturity (the "Authorized Denominations") and shall mature on the September 1 in the years and amounts as follows:

Year	Amount
2014	$60,000
2015	60,000
2016	60,000
2017	60,000
2018	60,000
2019	65,000
2020	65,000
2021	65,000
2022	70,000
2023	70,000

As may be requested by the Purchaser, one or more term bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Certificate(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Certificates, and to this end:

(i) The Certificates shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Certificate for each maturity of the Certificates; and for purposes of complying with this requirement under paragraphs 5 and 10 Authorized Denominations for any Certificate shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Certificate.

(ii) Upon initial issuance, ownership of the Certificates shall be registered in a bond register maintained by the Registrar (as hereinafter defined) in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Certificates neither the City nor the Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Certificates as securities depository (the "Participant") or the person for which a Participant holds an interest in the Certificates shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Certificates, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Certificates, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or

premium, if any, or interest on the Certificates, or (D) the consent given or other action taken by the Depository as the Register Holder of any Certificates (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Certificates are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Registrar may treat as and deem the Depository to be the absolute owner of the Certificates for the purpose of payment of the principal of and premium, if any, and interest on the Certificates, for the purpose of giving notices of redemption and other matters with respect to the Certificates, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Certificates, and for all purpose whatsoever. The Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Certificates only to or upon the Holder of the Holders of the Certificates as shown on the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Certificates to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Certificate is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, by the Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Certificates (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Certificates, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Certificate issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be effected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Certificates.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Registrar may establish a special record date for such consent or other action. The City or the Registrar shall, to the extent

possible, give the Depository notice of such special record date not less than 15 calendar days in advance of such special record date to the extent possible.

(ix) Any successor Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Certificates at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Certificate if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Certificate that the Beneficial Owners be able to obtain certificates for the Certificates, the Certificates shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Certificates shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Certificates will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 10.

(d) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Certificates shall provide funds to finance the Equipment. The total cost of the Equipment, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Certificates.

4. Interest. The Certificates shall bear interest payable semiannually on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing September 1, 2014, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity dates as follows:

Maturity Year	Interest Rate
2014	0.50%
2015	0.50
2016	1.00
2017	1.20
2018	1.75
2019	1.75
2020	2.50
2021	2.50
2022	3.00
2023	3.00

5. Redemption. All Certificates maturing on September 1, 2020, and thereafter, shall be subject to redemption and prepayment at the option of the City on September 1, 2019, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Certificates subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Certificates having a common maturity date are called for prepayment, the specific Certificates to be prepaid shall be chosen by lot by the Registrar. Certificates or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Certificates.

To effect a partial redemption of Certificates having a common maturity date, the Registrar prior to giving notice of redemption shall assign to each Certificate having a common maturity date a distinctive number for each $5,000 of the principal amount of such Certificate. The Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Certificates, as many numbers as, at $5,000 for each number, shall equal the principal amount of such Certificates to be redeemed. The Certificates to be redeemed shall be the Certificates to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Certificate of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Certificate is to be redeemed only in part, it shall be surrendered to the Registrar (with, if the City or Registrar so requires, a written instrument of transfer in form satisfactory to the City and Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Registrar shall authenticate and deliver to the Holder of the Certificate, without service charge, a new Certificate or Certificates having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Certificate so surrendered.

6. Registrar. Northland Trust Services, Inc., in Minneapolis, Minnesota, is appointed to act as registrar and transfer agent with respect to the Certificates (the "Registrar"), and shall do so unless and until a successor Registrar is duly appointed, all pursuant to any contract the City and Registrar shall execute which is consistent herewith. The Registrar shall

also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Certificates shall be paid to the registered holders (or record holders) of the Certificates in the manner set forth in the form of Certificate and paragraph 12.

7. Form of Certificate. The Certificates, together with the Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
ANOKA COUNTY

CITY OF RAMSEY

R-_____ $_____

GENERAL OBLIGATION EQUIPMENT CERTIFICATE
OF INDEBTEDNESS, SERIES 2013A

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
___%	September 1, 20__	September 1, 2013	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for earlier redemption, and to pay interest thereon semiannually on March 1 and September 1 of each year (each, an "Interest Payment Date"), commencing September 1, 2014, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Certificate will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Certificate are payable upon presentation and surrender hereof at the principal office of Northland Trust Services, Inc., in Minneapolis, Minnesota (the "Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Certificate will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Certificate is registered (the "Holder") on the registration books of the Issuer maintained by the Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Holders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Certificate are payable in lawful money of the United States of America. So long as this Certificate is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Certificate and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution. Until termination of the

book-entry only system pursuant to the Resolution, Certificates may only be registered in the name of the Depository or its Nominee.

Redemption. The Certificates of this issue (the "Certificates") maturing on September 1, 2020, and thereafter, are subject to redemption and prepayment at the option of the Issuer on September 1, 2019, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Certificates subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Certificates having a common maturity date are called for prepayment, the specific Certificates to be prepaid shall be chosen by lot by the Registrar. Certificates or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Certificates prior to the date fixed for redemption.

Prior to the date on which any Certificate or Certificates are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Certificates to be redeemed to be mailed to the Registrar and all Certificate holders, at the addresses shown on the Register. All Certificates so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Certificates for Redemption; Partial Redemption. To effect a partial redemption of Certificates having a common maturity date, the Registrar shall assign to each Certificate having a common maturity date a distinctive number for each $5,000 of the principal amount of such Certificate. The Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Certificates, as many numbers as, at $5,000 for each number, shall equal the principal amount of such Certificates to be redeemed. The Certificates to be redeemed shall be the Certificates to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Certificate of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. If a Certificate is to be redeemed only in part, it shall be surrendered to the Registrar (with, if the Issuer or Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Registrar shall authenticate and deliver to the Holder of such Certificate, without service charge, a new Certificate or Certificates of the same series having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Certificate so surrendered.

Issuance; Purpose; General Obligation. This Certificate is one of an issue in the total principal amount of $635,000, all of like date of original issue and tenor, except as to number, maturity, interest rate, denomination and redemption privilege issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on August 13, 2013 (the "Resolution"), for the purpose of providing money to finance the purchase of various items of capital equipment for the Issuer. This

Certificate is payable out of the General Obligation Equipment Certificates of Indebtedness, Series 2013A Fund of the Issuer. This Certificate constitutes a general obligation of the Issuer and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Certificates are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Certificates of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Registrar. Copies of the Resolution are on file in the principal office of the Registrar.

Transfer. This Certificate is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Registrar upon presentation and surrender hereof to the Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Registrar. Thereupon the Issuer shall execute and the Registrar shall authenticate and deliver, in exchange for this Certificate, one or more new fully registered Certificates in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Certificate, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Certificate and any legal or unusual costs regarding transfers and lost Certificates.

Treatment of Registered Owners. The Issuer and Registrar may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Certificate shall be overdue, and neither the Issuer nor the Registrar shall be affected by notice to the contrary.

Authentication. This Certificate shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Registrar.

Not Qualified Tax-Exempt Obligation. This Certificate has not been designated by the Issuer as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution, laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Certificate, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Certificate, together with all other debts of the Issuer outstanding on the date of original

issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Ramsey, Anoka County, Minnesota, by its City Council has caused this Certificate to be executed on its behalf by the facsimile signatures of its Mayor and its City Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration:

Registrable by: NORTHLAND TRUST SERVICES, INC.

_____

Payable at: NORTHLAND TRUST SERVICES, INC.

REGISTRAR'S CERTIFICATE

OF AUTHENTICATION

CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA

This Certificate is one of the Certificates described in the Resolution mentioned within.

/s/ Facsimile
Mayor

Northland Trust Services, Inc.
Minneapolis, Minnesota
Registrar

/s/ Facsimile
Administrator

By_____
Authorized Signature

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship
and not as tenants in common
UTMA - _____ as custodian for _____ under the _____ Uniform
(Cust) (Minor) (State)
Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Certificate and does hereby irrevocably constitute and appoint _____ attorney to transfer the Certificate on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or any change whatever.

Signature Guaranteed: _____
Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Registrar will not effect transfer of this Certificate unless the information concerning the transferee requested below is provided.

Name and Address: _____
_____
_____

(Include information for all joint owners if the Certificate is held by joint account.)

PREPAYMENT SCHEDULE

This Certificate has been prepaid in part on the date(s) and in the amount(s) as follows:

Date	Amount	Authorized Signature of Holder

8. Execution; Temporary Certificates. The Certificates shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Administrator and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Certificates may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Certificates shall cease to be such officer before the delivery of the Certificates, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Certificate, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Registrar. Certificates of Authentication on different Certificates need not be signed by the same person. The Registrar shall authenticate the signatures of officers of the City on each Certificate by execution of the Certificate of Authentication on the Certificate and by inserting as the date of registration in the space provided the date on which the Certificate is authenticated, except that for purposes of delivering the original Certificates to the Purchaser, the Registrar shall insert as a date of registration the date of original issue of September 1, 2013. The Certificate of Authentication so executed on each Certificate shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Registrar a certificate register in which, subject to such reasonable regulations as the Registrar may prescribe, the Registrar shall provide for the registration of Certificates and the registration of transfers of Certificates entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Certificate at the principal office of the Registrar, the City shall execute (if necessary), and the Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Certificates of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Certificate may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Certificates may be exchanged for Certificates of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Certificates to be exchanged at the principal office of the Registrar. Whenever any Certificates are so surrendered for exchange, the City shall execute (if necessary), and the Registrar shall authenticate, insert the date of registration of, and deliver the Certificates which the Holder making the exchange is entitled to receive.

All Certificates surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

All Certificates delivered in exchange for or upon transfer of Certificates shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Certificates surrendered for such exchange or transfer.

Every Certificate presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the Holder thereof or the Holder's attorney duly authorized in writing.

The Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Certificate and any legal or unusual costs regarding transfers and lost Certificates.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Registrar, including regulations which permit the Registrar to close its transfer books between record dates and payment dates. The City Administrator is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Certificate delivered upon transfer of or in exchange for or in lieu of any other Certificate shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Certificate.

12. Interest Payment; Record Date. Interest on any Certificate shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Certificate is registered (the "Holder") on the registration books of the City maintained by the Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Registrar may treat the person in whose name any Certificate is registered as the owner of such Certificate for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Certificate and for all other purposes whatsoever whether or not such Certificate shall be overdue, and neither the City nor the Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Certificates when so prepared and executed shall be delivered by the City Finance Director to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation Equipment Certificates of Indebtedness, Series 2013A Fund" (the "Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund

shall be maintained in the manner herein specified until all of the Certificates and the interest thereon have been fully paid. There shall be maintained in the Fund the following separate accounts:

16. Capital Account. To the Capital Account there shall be credited the proceeds of the sale of the Certificates, less any accrued interest. From the Capital Account there shall be paid all costs and expenses of the acquisition of the Equipment including all costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in the Capital Account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Certificates may also be used to the extent necessary to pay interest on the Certificates due prior to the anticipated date of commencement of the collection of taxes herein levied.

17. Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (i) all taxes herein and hereafter levied for the payment of the Certificates; (ii) accrued interest; (iii) all funds remaining in the Capital Account after the payment of all costs of acquisition of the Equipment; (iv) all investment earnings on funds held in the Debt Service Account; and (v) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest of the Certificates and any other general obligation certificates of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Certificates shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Certificates were issued and (ii) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Certificates or $100,000. To this effect, any proceeds of the Certificates and any sums from time to time held in the Capital Account or Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the certificates payable therefrom) in excess of amounts which under then-applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

18. Tax Levy; Coverage Test. To provide moneys for payment of the principal and interest on the Certificates there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

Year of Tax Levy	Year of Tax Collection	Amount
2013-2022	2014-2023	See Attached Schedule

The tax levies are such that if collected in full they, together with other revenues herein pledged for the payment of the Certificates, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Certificates. The tax levies shall be irrepealable so long as any of the Certificates are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

19. Defeasance. When all Certificates have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Certificates shall cease. The City may discharge its obligations with respect to any Certificates which are due on any date by irrevocably depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Certificate should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also discharge its obligations with respect to any prepayable Certificates called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full, provided that notice of redemption thereof has been duly given. The City may also at any time discharge its obligations with respect to any Certificates, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

20. Compliance with Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the City's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Certificates, being those portions thereof which will be used by the City to reimburse itself for any expenditure which the City paid or will have paid prior to the Closing Date (a "Reimbursement Expenditure").

The City hereby certifies and/or covenants as follows:

(a) Not later than sixty days after the date of payment of a Reimbursement Expenditure, the City (or person designated to do so on behalf of the City) has made or will have made a written declaration of the City's official intent (a "Declaration") which effectively (i) states the City's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of a subsequent borrowing; (ii) gives a general and functional description of the property, project or program to which the Declaration relates and for which the Reimbursement Expenditure is paid, or identifies a specific fund or account of the City and the general functional purpose thereof from which the Reimbursement Expenditure was to be paid

(collectively the "Project"); and (iii) states the maximum principal amount of debt expected to be issued by the City for the purpose of financing the Project; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Project, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed twenty percent of the "issue price" of the Certificates, and (ii) a de minimis amount of Reimbursement Expenditures not in excess of the lesser of $100,000 or five percent of the proceeds of the Certificates.

(b) Each Reimbursement Expenditure is a capital expenditure or a cost of issuance of the Certificates or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Certificates and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Project to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the City's use of bond proceeds to reimburse the Reimbursement Expenditure and, if made within thirty days after the Certificates are issued, shall be treated as made on the day the Certificates are issued.

Provided, however, that the City may take action contrary to any of the foregoing covenants in this paragraph upon receipt of an opinion of its Bond Counsel for the Certificates stating in effect that such action will not impair the tax-exempt status of the Certificates.

21. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Certificates, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Certificates and any other certificates payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

22. Certificate of Registration. A certified copy of this resolution is hereby directed to be filed with the County Auditor of Anoka County, together with such other information as the County Auditor shall require and there shall be obtained from the County Auditor a certificate that the Certificates have been entered in the Certificate Register and that the tax levy required by law has been made.

23. Continuing Disclosure. The City is the sole obligated person with respect to the Certificates. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant

to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Certificates in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such amendment.

(d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Certificates and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Administrator of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Certificates, and (iii) acceptable to the Officers.

24. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Certificates, certified copies of all proceedings and records of the City relating to the Certificates and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Certificates as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

25. Negative Covenant as to Use of Proceeds and Equipment. The City hereby covenants not to use the proceeds of the Certificates or the equipment financed thereby, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the equipment, in such a manner as to cause the Certificates to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

26. Tax-Exempt Status of the Certificates and Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Certificates, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on

amounts invested at a yield greater than the yield on the Certificates, and (iii) the rebate of excess investment earnings to the United States if the Certificates (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small issuer exception amount of $5,000,000.

For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements for governmental units issuing $5,000,000 or less of bonds, the City hereby finds, determines and declares that (i) the Certificates are issued by a governmental unit with general taxing powers; (ii) no Certificate is a private activity bond; (iii) ninety five percent or more of the net proceeds of the Certificates are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City); and (iv) the aggregate face amount of all tax exempt bonds (other than private activity bonds) issued by the City (and all entities subordinate to, or treated as one issuer with the City) during the calendar year in which the Certificates are issued and outstanding at one time is not reasonably expected to exceed $5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

27. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Certificate proceeds allocable to the payment of issuance expenses to the Registrar on the closing date for further distribution as directed by the Purchaser.

28. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions hereof.

29. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 13th day of August, 2013.

_____

Mayor

ATTEST:

_____

City Clerk

STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF RAMSEY

I, the undersigned, being the duly qualified and acting City Administrator of the City of Ramsey, Minnesota, do hereby certify that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as the minutes relate to providing for the issuance and the sale of $635,000 General Obligation Equipment Certificates of Indebtedness, Series 2013A.

WITNESS my hand on August 13, 2013.

_____
City Administrator

TAX LEVY SCHEDULE

Date	Total P+I	105% Levy	Levy Year	Collection Year
09/01/2014	71,557.50	75,135.38	2013	2014
09/01/2015	71,257.50	74,820.38	2014	2015
09/01/2016	70,957.50	74,505.38	2015	2016
09/01/2017	70,357.50	73,875.38	2016	2017
09/01/2018	69,637.50	73,119.38	2017	2018
09/01/2019	73,587.50	77,266.88	2018	2019
09/01/2020	72,450.00	76,072.50	2019	2020
09/01/2021	70,825.00	74,366.25	2020	2021
09/01/2022	74,200.00	77,910.00	2021	2022
09/01/2023	72,100.00	75,705.00	2022	2023
TOTAL	**$716,930.00**	**$752,776.50**		

CC Regular Session **7. 4.**

Meeting Date: 08/13/2013

By: Mark Riverblood, Engineering/Public Works

Information

Title:

This case was pulled from the agenda. Adopt Resolution #13-08-136 Approving the Joint Powers Agreement and Accepting Bids for the Mississippi River Trail

Background:

For many years, the City of Ramsey has been working other units of government to promote and secure funding for regional trails including the Mississippi River Trail (MRT). This case represents the culmination of much of this effort, coordination, and collaboration - and formally approves the construction of this trail.

The purpose of the case is to approve both the Joint Powers Agreement by Resolution and accept the bids for that portion of the MRT within Ramsey City Limits.

Project costs are best described within the attachment 'Financial Summary'. The details of jurisdictional responsibility as well as future reimbursement from Anoka County to the cities of Anoka and Ramsey are included in the JPA attachment as well.

Notification:

Observations/Alternatives:

There were 9 plan holders, and two bids received on August 6th - with the low bidder Sunram Construction of Corcoran Minnesota at $1,219,072.50, for the entire project in Anoka and Ramsey. This bid was approximately 10% higher than the engineer's estimate, due primarily to the two bridges required (1.5 bridge costs attributed to Anoka, .5 for Ramsey).

While the construction costs were higher than estimated, Ramsey's share will be approximately $1,227 less than estimated. The comparison of estimated costs to actual bid is contained within the attachment entitled 'Low Bid Analysis'.

Of additional note is that the portion of trail from Ramsey Boulevard to Traprock Street is required to be constructed by October 18th of this year (as opposed to 2014). This is to realize benefits of this trail project sooner, and provide connection to Mississippi West Regional Park for residents.

The City of Anoka is scheduled to award the project at their regular City Council meeting on August 19th, 2013.

Funding Source:

Funding for this trail will be apportioned as indicated in the Financial Summary and Joint Powers Agreement. Ramsey's share will be funded by the Park Trust Fund which has a 2012 year-end balance of approximately $2.6 million.

Ramsey's total costs are anticipated to be less than or equal to $620,000, (construction, plus administration and engineering as well as contingency). This total will be reduced following reimbursement by Anoka County of

$153,000 (to Ramsey), bringing an amended total project cost to an estimated $467,000 (or less) for the Mississippi River Trail.

Staff Recommendation:

Staff recommends approval of Resolution #13-08-136.

Action:

Motion to adopt Resolution #13-08-136 Approving the Joint Powers Agreement and Accepting the Bids for the Mississippi River Trail.

Attachments

MRT Schedule
Financial Summary
MRT - middle section
MRT - west section
MRT - east section
Joint Powers Agreement
Low Bid Analysis
Resolution #13-08-136
MRT Plans and Specs

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	08/07/2013 02:47 PM
Kurt Ulrich	Jo Thieling	08/07/2013 04:24 PM
Diana Lund	Diana Lund	08/08/2013 10:00 AM
Form Started By: Mark Riverblood		Started On: 08/05/2013
Final Approval Date: 08/08/2013		

MISSISSIPPI RIVER TRAIL PROJECT
SCHEDULE

General Timeline

June 21, 2013	Draft JPA sent to City of Ramsey and Anoka County
July 1, 2013	City of Anoka Council – Approves Plans and Specs, Authorizes ad for bid, sets bids date, approves JPA
July 10, 2013	Ad to Anoka County Union
July 11, 2013	Ad to Finance & Commerce
July 12, 2013	Ad Appears in Anoka County Union and Finance & Commerce
July 15, 2013	City of Anoka Council – Approves JPA
July 18, 2013	Lower Rum River WMO Approval
July 19, 2013	2nd Appearance in Finance & Commerce
July 23, 2013	Ramsey City Council - Approves Plans and Specs, approves JPA
July 30, 2013	Pre-Bid Meeting (Anoka City Hall)
July 2013	Anoka County Board - Approves JPA (determine date)
August 6, 2013	Bids Received (City of Anoka City Hall, City Council Chambers 10:00AM)
August 9, 2013	MnDOT Concurrence with Bids
August 13, 2013	Ramsey City Council - Approves Bids
August 19, 2013	City of Anoka Council – Awards Construction Contract
September 3, 2013	Construction Begins
October 18, 2013	Milestone Date for Completion of Westerly Segment
September 30, 2014	Substantial Completion
June 30, 2015	Acceptance and Final Payment

April 30, 2013

MISSISSIPPI RIVER TRAIL PROJECT FINANCIAL SUMMARY

Total Project	$1,374,000	
Anoka	$754,000	(55%)
Ramsey	$620,000	(45%)

COSTS

	Total	**Anoka**	**Ramsey**
Construction	$946,000	$519,000	$427,000
10% Contingency	$95,000	$52,000	$43,000
Subtotal	$1,041,000	$571,000	$470,000
32% Administration	$333,000	$183,000	$150,000
TOTAL ESTIMATED COST	$1,374,000	$754,000	$620,000

FUNDING

	Total	**Anoka**	**Ramsey**
Federal Grant	$440,000	$242,000	$198,000
Anoka County	$340,000	$187,000	$153,000
City Funds	$594,000	$325,000	$269,000
TOTAL ESTIMATED FUNDS	$1,374,000	$754,000	$620,000

- Engineering/ Administration cost to be split 55%/45%
- Federal Grant and Anoka County funds to be split 55%/45%
- Anoka County funds will not be available until the County receives funding from the Metropolitan Council's Regional Park and Trail Grant Program. This is estimated to occur in 2016 or 2017.
- Costs based on "Project Cost and Financing Summary" document created by Bolton Menk dated March 29, 2013

CONNECT TO EXISTING TRAIL SYSTEM

PROPOSED 10' ON-ROAD BIKEWAY

RIVERDALE DR. N.W.

U.S. HIGHWAY 10

SUNFISH LAKE BOULEVARD NW

RIVERDALE PARK

EBONY STREET NW

GARNET STREET NW

DOLOMITE STREET NW

PROPOSED TRAIL (10' BITUMINOUS)

CONSTRUCTION LIMITS

137TH AVENUE N.W.

MISSISSIPPI RIVER

RIVERDALE DR. N.W.

TUNSTEN ST. N.W.

RIVLYN AVE. N.W.

PROPOSED 10' ON-ROAD BIKEWAY

PROPOSED SHARED LANE

LEGEND

- PROPOSED TRAIL
- EXISTING TRAIL
- PROPOSED STRIPED SHOULDER
- FLOOD PLAIN LIMITS
- WETLAND LIMITS
- CONSTRUCTION LIMITS
- BLUFF AREA
- VEGETATIVE BUFFER
- WETLANDS

0 300
SCALE FEET

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H:\ANOK\N15104941\C3D\15104941FIG-02.dwg 2/19/13 9:51 am

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA

CITY OF ANOKA, MINNESOTA
KINGS ISLAND TRAIL PROJECT
CENTRAL SEGMENT

FEBRUARY, 2011 FIGURE NO. 2

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H:\ANOK\N15104941\C3D\15104941FIG-02.dwg 2/19/13 9:51 am

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA

CITY OF ANOKA, MINNESOTA
KINGS ISLAND TRAIL PROJECT
WEST SEGMENT

FEBRUARY, 2011 FIGURE NO. 1

©Bolton & Menk, Inc. 2012, All Rights Reserved
H:\ANOK\N15104941\C3D\15104941FIG-02.dwg 2/19/13 9:51 am

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN BURNSVILLE, MN
WILLMAR, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN
BAXTER, MN ROCHESTER, MN AMES, IA SPENCER, IA

CITY OF ANOKA, MINNESOTA
KINGS ISLAND TRAIL PROJECT
EAST SEGMENT

FEBRUARY, 2011 FIGURE NO. 3

Anoka County Contract No. _____

JOINT POWERS AGREEMENT FOR CONSTRUCTION OF THE NATIONAL AND REGIONAL MISSISSIPPI RIVER TRAIL FROM THE MISSISSIPPI COMMUNITY PARK TO MISSISSIPPI WEST REGIONAL PARK (KING'S ISLAND)

This Joint Powers Agreement (JPA) is made and entered into this ____ day of _____, 2013, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County," and the cities of Anoka and Ramsey, municipal corporations under the laws of the State of Minnesota, 2015 First Avenue North, Anoka, Minnesota 55303, and 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, hereinafter referred to as the "City" or "Cities."

WITNESSETH

WHEREAS, access to parks, trails, and recreation areas, are essential to the quality of life, health and welfare of the Cities, the County, the region and the state's residents; and

WHEREAS, the landscape, natural resources and waters centered upon the Mississippi River are beautiful and inspiring to residents and tourists alike; and

WHEREAS, the Mississippi River Trail (MRT) is an existing and planned bicycle route that offers an opportunity for extraordinary adventure along the entire river from the Headwaters in Lake Itasca State Park in Minnesota to the Gulf of Mexico in Louisiana; and

WHEREAS, the MRT will generate additional economic activity within the trail corridor area businesses; and

WHEREAS, the Cities of Anoka and Ramsey have constructed and continue to maintain portions of the Metropolitan Council designated regional trail facilities ; and

WHEREAS, it is in each jurisdictions' interest to collaborate on regional trail facilities and continue to seek funding for shared trails for the benefit of local, County and Metropolitan area residents, and to attract tourists; and

WHEREAS, the Cities have acquired a Federal Transportation Grant of $380,204 for construction of a trail connecting Mississippi Community Park in Anoka to Mississippi West Regional Park in Ramsey; and

WHEREAS, Minnesota Statute § 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

Draft JPA

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED AS FOLLOWS:

I. PURPOSE

The parties have joined together for the purpose of constructing a segment of the Mississippi River Trail connecting the Mississippi Community Park and the existing regional trail at the east end of Mississippi West Regional Park. Further it is the intent of this JPA to provide for the planning, engineering, and capital costs, as a match to the Federal Transportation grant necessary to complete the project.

II. METHODS

A. Preliminary Planning / Approval

The Cities in consultation with Anoka County, have selected a consultant to provide for the planning, engineering, and construction administration for this project.

The Cities shall manage the grant process through the Metropolitan Council's Transportation Enhancement's program including, grant administration and project documentation for the purpose of seeking reimbursement for each respective City.

B. Design

The Cities shall be responsible for all engineering and design services and to prepare plans and specifications for the Project. Neither the City of Anoka or Ramsey shall go out for bids until such time as the County has approved, in writing, the plans and specifications for the Project.

C. Bidding / Construction

The City of Anoka and / or Ramsey shall do the calling for all bids and the acceptance of all bid proposals and shall cause the construction of the Project in conformance with the approved plans and specifications. After receipt of all necessary governmental approvals, the Cities of Anoka and Ramsey shall cause the commencement of the Project's construction.

III. COST ALLOCATION

A. The total costs of the work, including engineering and construction contracts, shall constitute the "Actual Project Costs" and shall be so referred to herein. Actual Project Costs shall not include City or County staff time, overhead, or any other costs that are not specifically part of a contract for services that is pre-approved in writing by the County. "Estimated Costs" are good faith projections of the costs which will be incurred for this Project.

Draft JPA

The Estimated Cost of the Project is $1,374,100.

B. The Actual Project Costs for this project, above the Federal Funding and Anoka County Contribution, will be split between the City of Anoka and City of Ramsey using a percentage split with 55% of said costs being assigned to the City of Anoka and 45% being assigned to the City of Ramsey. This cost split is based on the "Project Cost and Financing Summary document created by Bolton Menk dated March 29, 2013 and is summarized as Exhibit A of this document. These percentages were determined by assigning the estimated project cost east of the center of the westerly bridge to the City of Anoka and the estimated project cost west of the center of the westerly bridge to the City of Ramsey.

C. The City of Anoka has been named the project manger of this project. As such, the City of Anoka will apply for the available Metropolitan Council federal Transportation Enhancement Grant funds, estimated to be $440,100 and allocate said funds to the overall total project cost. Funding obligations not covered by the federal funds will be paid for by the City of Anoka. The City of Anoka will then invoice the City of Ramsey their funding obligation based on the percentages described in paragraph III. B.

D. The County shall not be required to pay for any of the Actual Project Costs until such time as the County receives funding from the Metropolitan Council's Regional Park and Trail grant program.

E. At the time the County receives funding from the Metropolitan Council's Regional Park and Trail grant program, the County agrees to reimburse the Cities for part of the Actual Project Costs in an amount not to exceed $340,000 if the Actual Project Costs equal or exceed $1,026,070. If the Actual Project Cost is less than $1,026,070, the County agrees to reimburse the difference between the Actual Project Costs less the amount of $686,070. In no case shall the County's obligation to reimburse the Cities for the Actual Project Costs exceed $340,000.

F. Upon receipt of County reimbursement funds, the City of Anoka will receive 55% of said reimbursement funds and the City of Ramsey will receive 45%.

IV. TERM

This Agreement shall continue in force until such time as the Transportation Enhancement funding grant is 'open' and shall sunset upon the closure of this grant by the Metropolitan Council or closure of the reimbursement by Anoka County of the Anoka County procured grant, whichever is later, and concurrence by the parties named within this JPA.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the City(ies) pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

Draft JPA

All contracts let and purchases made pursuant to this Agreement shall be made by the two Cities in conformance to State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

VIII. OWNERSHIP OF IMPROVEMENTS

All improvements constructed as a part of the Project shall be owned by the jurisdiction within which such infrastructure shall be positioned or affixed, subject to terms of the Federal funding.

IX. MAINTENANCE OF IMPROVEMENTS

Each City shall maintain that portion of the trail segment funded by the Transportation Enhancement grant for the MRT, and located within its jurisdiction, for 20 years or greater; provided, however, that the Cities shall share equally the maintenance responsibilities and costs associated with the westerly bridge located between the Cities.

X. COUNTY REIMBURSEMENT FOR COUNTY SHARE OF PROJECT

The County shall actively seek grant funds from the Metropolitan Council's Regional Park and Trail grant program to reimburse the City of Anoka for the County's portion of the cost to construct the Project; provided that reimbursement shall be made only at such time and to the extent that the County receives fully executed grant agreements from the Metropolitan Council and successfully submits documentation for, and receives reimbursement of, approved grant funds.

XI. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue North, Anoka, Minnesota55303, on behalf of the County, the City Administrator of Anoka, 2015 First Avenue North, Anoka, Minnesota, 55303, and the City Administrator of Ramsey, 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, on behalf of each respective City.

XII. INDEMNIFICATION

The Cities and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

Draft JPA

XIII. ENTIRE AGREEMENT REQUIREMENT OF WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By:_____

Rhonda Sivarajah
Chair; County Board of Commissioners

Dated: _____

ATTEST

By: _____

Jerry Soma
County Administrator

Dated: _____

CITY OF ANOKA

By:_____

Phil Rice
Mayor

Dated: _____

ATTEST

By: _____

Tim Cruikshank
City Manager

Dated: _____

CITY OF RAMSEY

By:_____

Sarah Strommen
Mayor

Dated: _____

By: _____

Kurt Ulrich
City Administrator

Dated: _____

Draft JPA

APPROVED AS TO FORM

By:_____
Dan Klint
Assistant County Attorney

Dated: _____

By: _____
Scott Baumgartner
City Attorney

Dated: _____

By: _____
_____
City Attorney

Dated: _____

Draft JPA

Mississippi River Trail

City of Anoka and City of Ramsey

Low Bid vs. Estimate Comparison

August 6, 2013

	Total	Anoka	Ramsey
April 30, 2013 Financial Summary - Trail	$615,000.00	$251,000.00	$364,000.00
April 30, 2013 Financial Summary - Bridge	$426,000.00	$320,000.00	$106,000.00
April 30, 2013 Financial Summary - Total	$1,041,000.00	$571,000.00	$470,000.00
Bids - Trail	$605,289.00	$288,965.90	$316,323.10
Bids - Bridge	$613,783.50	$461,333.50	$152,450.00
Bids - Total	$1,219,072.50	$750,299.40	$468,773.10

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

RESOLUTION #13-08-136

RESOLUTION 13-08-136 APPROVING THE JOINT POWERS AGREEMENT AND ACCEPTING BIDS FOR THE MISSISSIPPI RIVER TRAIL

WHEREAS, the City of Ramsey has passed a resolution supporting regional trail status for the planned for, and existing trails along the Mississippi River within Anoka and Ramsey; and

WHEREAS, the Metropolitan Council did grant the regional trail status for this trail in 2006; and

WHEREAS, the Mississippi River Trail will link together the cities of Anoka and Ramsey, Bunker Lake and Rum River Regional Trails, as well as being a key link in the National trail system and generate local and regional tourism revenue for Ramsey businesses; and

WHEREAS, this trail may also be extended to connect the Historic Oliver Kelley Farm, Ramsey's COR, and the Ramsey Northstar Transit Station; and

WHEREAS, the Metropolitan Council did award Federal grant funds as part of Transportation Enhancements for funding year 2013 in the amount of $440,000 for this regional trail; and

WHEREAS, Minnesota Statute § 471.59 authorizes political subdivisions of the State to enter into joint powers agreements; and the cities of Anoka and Ramsey and Anoka County recognize that a JPA is required to construct the trail, assign the costs, and provide a mechanism to assure that the cities are provided certain reimbursements; and

WHEREAS, invitations to bid on the trail project were properly issued, and bids were received that align with the plans, specifications, and expectations for the construction of the trail, with Sunram Construction the low bidder at $1,219,072.50; 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 hereby approves the 2013 JPA, accepts the bid of $468,773.10 for those trail construction costs within Ramsey City Limits; and authorizes a not-to-exceed amount of $620,000 for construction, engineering and administration from Ramsey's Park Trust Fund for the Mississippi River Trail, with future reimbursements pursuant to the JPA being paid back to the Trust Fund at the time they are received.

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:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 13th day of August 2013.

_____
Mayor

ATTEST:

_____
City Clerk

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF RAMSEY/CITY OF ANOKA
ANOKA COUNTY, MINNESOTA
MISSISSIPPI RIVER TRAIL

CONSTRUCTION PLAN FOR: GRADING, BITUMINOUS TRAIL, BRIDGES, PEDESTRIAN RAMPS, RETAINING WALLS, SIGNAGE, PAVEMENT STRIPING AND MARKINGS

LOCATED ON	MISSISSIPPI WEST REGIONAL PARK	FROM	1000' WEST OF TRAPROCK ST	TO	RIVERDALE DR
LOCATED ON	RIVERDALE DR, TUNGSTEN ST, RIVLYN AVE	FROM	FELDSPAR ST	TO	KINGS ISLAND
LOCATED ON	KINGS ISLAND	FROM	RIVLYN AVE	TO	MISSISSIPPI RIVER COMMUNITY PARK

BIKE TRAIL DESIGN DESIGNATION — OFF-ROAD TRAIL

STA. 0+00.00 TO STA. 30+30+49.09
STA. 112+73.65 TO STA. 133+80.74
STA. 205+38.00 TO STA. 234+66.33

FUNCTIONAL CLASSIFICATION	BIKE TRAIL
DESIGN SPEED	20 MPH

DESIGN SPEED FOR BIKEWAY BASED ON STOPPING SIGHT DISTANCE:
HEIGHT OF EYE = 4.5 FT
HEIGHT OF OBJECT = 0 FT

BIKE TRAIL DESIGN DESIGNATION — ON-ROAD TRAIL

RIVERDALE DRIVE: STA. 100+00.00 TO STA. 112+73.65
RIVERDALE DRIVE: STA. 133+80.74 TO STA. 141+79.12

FUNCTIONAL CLASSIFICATION	LOCAL
DESIGN SPEED	35 MPH
ADT	810
BIKEWAY DESIGN	6 FT BICYCLE LANE

BIKE TRAIL DESIGN DESIGNATION — ON-ROAD TRAIL

TUNGSTEN STREET: STA. 141+79.12 TO STA. 145+58.63
RIVLYN AVENUE: STA. 145+58.63 TO STA. 151+08.21

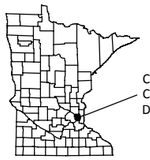
FUNCTIONAL CLASSIFICATION	LOCAL
DESIGN SPEED	30 MPH
ADT	315
BIKEWAY DESIGN	14.50 FT SHARED LANE

TYPICAL PLAN SCALE UNLESS OTHERWISE NOTED:

0 50 100
Horizontal Scale In Feet

0 10 20
Vertical Scale In Feet

PROJECT LOCATION



CITY: RAMSEY/ANOKA
COUNTY: ANOKA
DISTRICT: METRO

WEST TRAIL (OFF-ROAD) (SP 103-090-003)

GROSS LENGTH	3049.09	FEET	0.577	MILES
BRIDGE LENGTH	0	FEET	0	MILES
EXCEPTION LENGTH	0	FEET	0	MILES
NET LENGTH	3049.09	FEET	0.577	MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED TRAIL ALIGNMENT

CENTRAL TRAIL (ON-ROAD) (SP 103-090-003)

GROSS LENGTH	3001.12	FEET	.568	MILES
BRIDGE LENGTH	0	FEET	0	MILES
EXCEPTION LENGTH	0	FEET	0	MILES
NET LENGTH	3001.12	FEET	.568	MILES

LENGTH AND DESCRIPTION BASED UPON EXISTING STREET ALIGNMENT

CENTRAL TRAIL (OFF-ROAD) (SP 103-090-003)

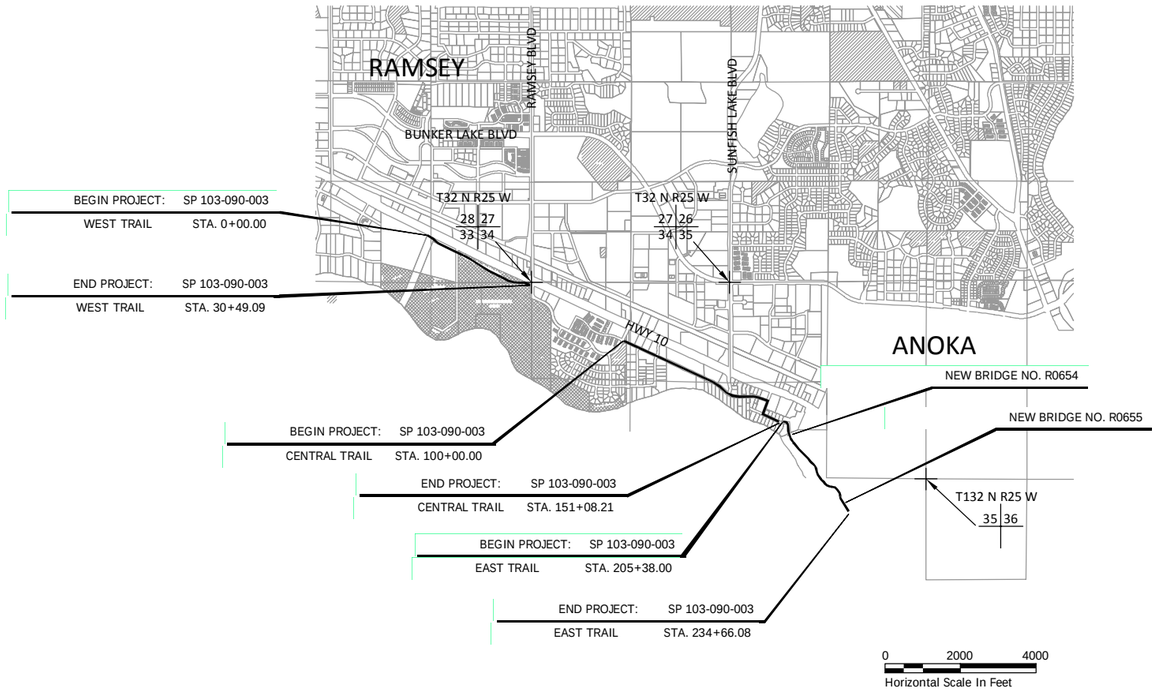
GROSS LENGTH	2107.09	FEET	.399	MILES
BRIDGE LENGTH	0	FEET	0	MILES
EXCEPTION LENGTH	0	FEET	0	MILES
NET LENGTH	2107.09	FEET	.399	MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED TRAIL ALIGNMENT

EAST TRAIL (OFF-ROAD) (SP 103-090-003)

GROSS LENGTH	2928.08	FEET	.555	MILES
BRIDGE LENGTH	100	FEET	.019	MILES
EXCEPTION LENGTH	0	FEET	0	MILES
NET LENGTH	3028.08	FEET	.574	MILES

LENGTH AND DESCRIPTION BASED UPON PROPOSED TRAIL ALIGNMENT



VICINITY MAP

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THE UTILITY QUALITY LEVELS IN THIS PLAN WERE DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

MINNESOTA PROJECT NUMBER: TA 0213(156)

--- GOVERNING SPECIFICATIONS ---
THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE WITH THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND PART VI, "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL DEVICES.

SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	LEGEND
3	QUANTITY TABULATIONS
4-5	CONSTRUCTION DETAILS
6	INTERPRETIVE SIGN DETAIL
7-11	PEDESTRIAN CURB RAMP DETAILS
12-14	ALIGNMENT TABULATION
15	TYPICAL SECTIONS
16-20	STORM WATER POLLUTION PREVENTION PLAN
21-24	REMOVALS
25-27	WEST TRAIL (OFF-ROAD) PLAN & PROFILE
28-31	CENTRAL TRAIL (OFF-ROAD/ON-ROAD) PLAN & PROFILE
32-34	EAST TRAIL (OFF-ROAD) PLAN & PROFILE
35-36	EAST TRAIL (OFF-ROAD) BRIDGE GRADING DETAILS
37-38	PEDESTRIAN RAMP DETAIL
39-46	WEST TRAIL (OFF-ROAD) CROSS SECTIONS
47-48	CENTRAL TRAIL (OFF-ROAD) CROSS SECTIONS
49-53	EAST TRAIL (OFF-ROAD) CROSS SECTIONS
B1-B32	BRIDGE PLANS

THIS PLAN SET CONTAINS 85 SHEETS.

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

KEVIN P. KIELB LIC. NO. _____ DATE _____

APPROVED: _____ DATE _____
CITY ENGINEER, CITY OF RAMSEY

APPROVED: _____ DATE _____
CITY ENGINEER, CITY OF ANOKA

APPROVED: _____ DATE _____
COUNTY ENGINEER, ANOKA COUNTY

RECOMMENDED FOR APPROVAL: _____ DATE _____
STATE BRIDGE ENGINEER

_____ DATE _____
DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE AND FEDERAL AID RULES/POLICY

_____ DATE _____
STATE AID ENGINEER: APPROVED FOR STATE AND FEDERAL AID FUNDING: STATE AID ENGINEER

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, OF THIS PLAN WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

..... LIC. NO. ..... DATE .....
PRINTED NAME HERE

DESIGNED	KPK/AK
DRAWN	AK
CHECKED	KPK

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
TITLE SHEET
SP 103-090-003

SHEET 1 OF 53

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EXISTING TOPOGRAPHIC SYMBOLS

- STORM SEWER APRON
- **BASKETBALL POST**
- BARRICADE PERMANENT
- BENCH
- BOOSTER STATION
- BUILDING LOWEST OPENING
- BURIAL CONTROL MONUMENT
- BUSH DECIDUOUS
- CATCH BASIN BEEHIVE
- CURB BOX
- CATCH BASIN
- COLUMN
- CONTROL BOX SIGNAL
- CLEAN OUT (SEWER)
- CULVERT END
- DRINKING FOUNTAIN
- ENERGY DISSIPATER
- FLAG POLE
- FUEL PUMP
- GUY WIRE
- GRILL
- HANDICAP SPACE
- HANDHOLE
- FIRE HYDRANT
- HYDRANT PVMNT MARKER (REFLECTOR)
- HYDRANT VALVE
- INLET (SMALL DIA.)
- LIFT STATION CONTROL PANEL
- LIFT STATION DRY WELL
- LIFT STATION WET WELL
- LIGHT YARD
- LOOP DETECTOR
- MAIL BOX
- MAIL RELAY BOX
- MANHOLE-AIR RELEASE
- MANHOLE-HEAT
- MANHOLE-GAS
- MANHOLE-POWER
- MANHOLE-SANITARY SEWER
- MANHOLE-STORM SEWER
- MANHOLE-COMMUNICATIONS
- MANHOLE-UNKNOWN
- MANHOLE-WATER
- METER POWER
- METER GAS
- ORDINARY HIGH WATER MARK
- OUTLET CONTROL STRUCTURE
- PARKING METER
- PEDESTRIAN PUSH BUTTON
- PEDESTAL POWER
- PEDESTAL CATV
- PEDESTAL COMMUNICATIONS
- POST INDICATOR VALVE
- POLE-COMMUNICATIONS
- POLE-GUY
- POLE-LIGHT
- POLE-POWER
- POLE-UTILITY
- POLE-UTILITY SERVICE
- POST
- PROPANE TANK
- PICNIC TABLE
- SAMPLING WELL
- ROCK
- RR SIGNAL CONTROL BOX
- RR CROSSING GATE
- RR SIGNAL
- REGULATION STATION GAS
- SATELLITE DISH
- SEPTIC TANK
- SEPTIC VENT
- SEPTIC DRAIN FIELD
- SIGN
- SOIL BORING
- STAND PIPE GAS
- SPIGOT WATER
- SPRINKLER HEAD
- SPRINKLER VALVE BOX
- STUMP
- SERVICE-GAS POINT ON LINE
- SERVICE-SANITARY SEWER POINT ON LINE
- SERVICE-STORM SEWER POINT ON LINE
- SERVICE-WATER POINT ON LINE
- TELEPHONE BOOTH
- TRANSMISSION TOWER ELECTRIC
- TEST PIT LOC
- TRANSFORMER POWER
- TREE DEAD
- TREE-CONIFEROUS
- TREE-DECIDUOUS
- TREE-FRUIT
- TRASH CAN
- TRAFFIC SIGNAL
- VALVE GAS
- VALVE
- VENT GAS
- WATER REDUCER
- WETLAND
- WELL-MONITORING
- WELL-WATER

SURVEY SYMBOLS

- AERIAL CONTROL POINT
- BACKSIGHT CONTROL POINT
- GPS CONTROL POINT
- JUDICIAL LAND MONUMENT
- MONUMENT COMPUTED
- MONUMENT IRON FOUND
- MONUMENT IRON SET
- RESECTED POINT
- ROW MONUMENT
- ROW MARKER POST
- SECTION CORNER
- TRAVERSE CONTROL POINT
- BENCH MARK LOCATION

PROPOSED TOPOGRAPHIC SYMBOLS

- BOLLARD
- SANITARY CLEANOUT
- MANHOLE
- SANITARY OR STORM LIFT STATION
- STORM SEWER BEEHIVE CATCH BASIN
- STORM SEWER CATCH BASIN
- STORM SEWER FLARED END SECTION
- STORM SEWER OUTLET STRUCTURE
- STORM SEWER OVERFLOW STRUCTURE
- CURB BOX
- FIRE HYDRANT
- WATER REDUCER
- VALVE
- RIP RAP
- DRAINAGE FLOW
- PEDESTRIAN RAMP

EXISTING PRIVATE UTILITY LINES

- CTV-D / CTV-D / CTV-D — CABLE TV QUALITY LEVEL D
- CTV-C / CTV-C / CTV-C — CABLE TV QUALITY LEVEL C
- CTV-B / CTV-B / CTV-B — CABLE TV QUALITY LEVEL B
- CTV-A / CTV-A / CTV-A — CABLE TV QUALITY LEVEL A
- FO-D / FO-D / FO-D — FIBER OPTIC QUALITY LEVEL D FIBER
- FO-C / FO-C / FO-C — OPTIC QUALITY LEVEL C FIBER OPTIC
- FO-B / FO-B / FO-B — QUALITY LEVEL B FIBER OPTIC
- FO-A / FO-A / FO-A — QUALITY LEVEL A
- E-D / E-D / E-D — POWER QUALITY LEVEL D
- E-C / E-C / E-C — POWER QUALITY LEVEL C
- E-B / E-B / E-B — POWER QUALITY LEVEL B
- E-A / E-A / E-A — POWER QUALITY LEVEL A
- G-D / G-D / G-D — GAS QUALITY LEVEL D
- G-C / G-C / G-C — GAS QUALITY LEVEL C
- G-B / G-B / G-B — GAS QUALITY LEVEL B
- G-A / G-A / G-A — GAS QUALITY LEVEL A
- C-D / C-D / C-D — COMMUNICATION QUALITY LEVEL D
- C-C / C-C / C-C — COMMUNICATION QUALITY LEVEL C
- C-B / C-B / C-B — COMMUNICATION QUALITY LEVEL B
- C-A / C-A / C-A — COMMUNICATION QUALITY LEVEL A
- OHP / OHP / OHP — OVERHEAD POWER
- OHC / OHC / OHC — OVERHEAD COMMUNICATION
- OHU / OHU / OHU — OVERHEAD UTILITIES

EXISTING TOPOGRAPHIC LINES

- RETAINING WALL
- FENCE - BARBED WIRE
- FENCE - CHAIN LINK
- FENCE - DECORATIVE
- FENCE - STOCKADE
- FENCE - WOOD
- FENCE - ELECTRIC
- GUARD RAIL
- TREE LINE
- WETLAND

SURVEY LINES

- BOUNDARY
- CENTERLINE
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- FLOOD PLAIN BOUNDARY
- EXISTING LOT LINE
- PROPOSED LOT LINE
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- SETBACK LINE
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH SECTION LINE

EXISTING UTILITY LINES

- FM / FM / FM — FORCE MAIN
- SANITARY SEWER
- SANITARY SERVICE
- STORM SEWER
- WATER MAIN
- WATER SERVICE

PROPOSED UTILITY LINES

- FM / FM / FM — FORCE MAIN
- SANITARY SEWER
- SANITARY SERVICE
- STORM SEWER DRAINTILE
- STORM SEWER
- WATER MAIN
- WATER SERVICE
- PIPE CASING

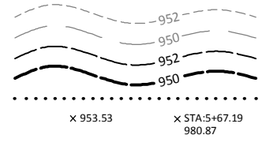
FUTURE UTILITY LINES

- FM / FM / FM — FORCE MAIN
- SANITARY SEWER
- SANITARY SERVICE
- STORM SEWER DRAINTILE
- STORM SEWER
- WATER MAIN
- WATER SERVICE
- PIPE CASING

CONCRETE CURB AND GUTTER

- EXISTING
- PROPOSED
- FUTURE
- DEMOLITION

GRADING INFORMATION



- EXISTING CONTOUR MINOR
- EXISTING CONTOUR MAJOR
- PROPOSED CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- PROPOSED GRADING LIMITS / SLOPE LIMITS
- PROPOSED SPOT ELEVATION

1:4 — RISE:RUN (SLOPE)

ABBREVIATIONS

AD	ALGEBRAIC DIFFERENCE
BV	BUTTERFLY VALVE
BVCE	BEGIN VERTICAL CURVE ELEVATION
BVCS	BEGIN VERTICAL CURVE STATION
℄	CENTER LINE
CL.	CLASS
CMP	CORRUGATED METAL PIPE
C.O.	CHANGE ORDER
DIP	DUCTILE IRON PIPE
EL/ELEV	ELEVATION
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EX	EXISTING
FES	FLARED END SECTION
F/F	FACE TO FACE
FM	FORCE MAIN
F.O.	FIELD ORDER
GV	GATE VALVE
HP	HIGH POINT
HWL	HIGH WATER LEVEL
INV	INVERT
K	CURVE COEFFICIENT
LP	LOW POINT
MH	MANHOLE (SANITARY)
NTS	NOT TO SCALE
NWL	NORMAL WATER LEVEL
PC	POINT OF CURVE
PCC	COMPOUND CURVE
PI	POINT OF INTERSECTION
ℙ	PROPERTY LINE
PPVC	PERFORATED POLYVINYL CHLORIDE PIPE
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENT
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
SS	STORM SEWER STRUCTURE
STA	STATION
TCE	TEMPORARY CONSTRUCTION EASEMENT
TNH	TOP NUT HYDRANT
TYP	TYPICAL
VC	VERTICAL CURVE
WM	WATER MAIN

HATCH PATTERNS

- HEAVY DUTY BITUMINOUS
- SAND
- BITUMINOUS
- BEDROCK
- CONCRETE
- GROUND
- GRAVEL

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LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK
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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
LEGEND
SP 103-090-003

SHEET 2 OF 53

A	STATEMENT OF ESTIMATED QUANTITIES				
ITEM NO.	ID NO.	ITEM	UNIT	PARTICIPATING	TOTAL BID QUANTITY
1	2021.501	MOBILIZATION	LUMP SUM	1	1
2	2101.502	CLEARING	EACH	289	289
3	2101.507	GRUBBING	EACH	289	289
4	2101.610	TREE TRIMMING	HOUR	3	3
5	2102.501	PAVEMENT MARKING REMOVAL	LIN FT	7150	7150
6	2104.501	REMOVE CURB AND GUTTER	LIN FT	325	325
7	2104.501	REMOVE FENCE	LIN FT	120	120
8	2104.501	REMOVE PIPE SEWERS	LIN FT	31	31
9	2104.509	REMOVE PIPE APRON	EACH	2	2
10	2104.602	RELOCATE STREET LIGHT	EACH	1	1
11	2105.501	COMMON EXCAVATION (EV) (P)	CU YD	5160	5160
12	2105.521	GRANULAR BORROW (LV)	CU YD	3326	3326
13	2105.525	TOPSOIL BORROW (LV)	CU YD	2434	2434
14	2211.501	AGGREGATE BASE CLASS 5	TON	3230	3230
15	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) [SPWEA240B]	TON	1430	1430
16	2360.505	TYPE SP 9.5 BITUMINOUS MIXTURE FOR PATCHING [SPWEA240B]	TON	16	16
17	2504.602	RELOCATE HYRDANT	EACH	1	1
18	2531.501	CONCRETE CURB & GUTTER	LIN FT	325	325
19	2531.618	PEDESTRAIN CURB RAMP	SQ FT	1300	1300
20	2531.618	TRUNCATED DOMES	SQ FT	260	260
21	2540.602	INTERPRETIVE SIGN	EACH	2	2
22	2557.602	FENCE POST	EACH	2	2
23	2563.601	TRAFFIC CONTROL	LUMP SUM	1	1
24	2564.531	SIGN PANELS TYPE C	SQ FT	191.5	191.5
25	2564.537	INSTALL SIGN TYPE C	EACH	59	59
26	2564.602	RELOCATE SIGN	EACH	5	5
27	2573.502	SILT FENCE, TYPE PREASSEMBLED	LIN FT	7150	7150
28	2573.530	STORM DRAIN INLET PROTECTION	EACH	12	12
29	2575.501	SEEDING	ACRE	3.2	3.2
30	2575.502	SEED MIXTURE 240	POUND	241	241
31	2575.505	SODDING TYPE LAWN	SQ YD	2850	2850
32	2575.523	EROSION CONTROL BLANKET CATEGORY 3	SQ YD	15250	15250
33	2575.531	FERTILIZER TYPE 3	TON	0.64	0.64
34	2582.501	PAVEMENT MESSAGE (BIKE SYMBOL) EPOXY	EACH	10	10
35	2582.501	PAVEMENT MESSAGE (BIKE LANE ARROW) EPOXY	EACH	10	10
36	2582.501	PAVEMENT MESSAGE (LANE) EPOXY	EACH	10	10
37	2582.502	4" SOLID LINE WHITE - EPOXY	LIN FT	9740	9740
38	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LIN FT	3900	3900
39	2582.503	CROSSWALK MARKING - EPOXY	SQ FT	1010	1010

BASIS FOR QUANTITIES	
MATERIAL	CONVERSION FACTORS
BITUMINOUS MIXTURE	110 LBS/SY-IN
AGGREGATE BASE CLASS 5	1.8225 TONS/CY
SEED MIXTURE 240	75 LBS/ACRE
FERTILIZER TYPE 3	400 LBS/ACRE

THE FOLLOWING STANDARD PLATES, APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION SHALL APPLY ON THIS PROJECT.

Mn/DOT STANDARD PLATES	
PLATE NO.	DESCRIPTION
7038A	DETECTABLE WARNING SURFACE
8000I	STANDARD BARRICADES

SEE SHEETS 5-11 FOR ADDITIONAL STANDARD PLATES

B	CONCRETE REMOVALS		
ALIGNMENT	STATION	LOCATION	2104 REMOVE CURB & GUTTER (LIN FT)
WEST TRAIL (OFF-ROAD)	8+10		50
CENTRAL TRAIL (OFF-ROAD)	100+00	LT	25
CENTRAL TRAIL (OFF-ROAD)	100+00	RT	25
CENTRAL TRAIL (OFF-ROAD)	112+75	LT	25
CENTRAL TRAIL (OFF-ROAD)	112+75	RT	25
CENTRAL TRAIL (OFF-ROAD)	127+12	LT	50
CENTRAL TRAIL (OFF-ROAD)	131+05	LT	50
CENTRAL TRAIL (OFF-ROAD)	131+05	RT	25
CENTRAL TRAIL (OFF-ROAD)	133+90	LT	25
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38		25
EAST TRAIL (OFF-ROAD) - ANOKA			

C	CLEARING AND GRUBBING				
ALIGNMENT	STATION - STATION	LOCATION	2101 CLEARING (EACH)	2101 GRUBBING (EACH)	2101 TREE TRIMMING (HOUR)
WEST TRAIL (OFF-ROAD)	0+00 - 30+49		4	4	
CENTRAL TRAIL (OFF-ROAD)	100+00 - 151+08		2	2	3
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38 - 209+44		20	20	
EAST TRAIL (OFF-ROAD) - ANOKA	209+44 - 234+66		185	185	

E	AGGREGATE INSTALLATION		
ALIGNMENT	STATION - STATION	LOCATION	2211 AGGREGATE BASE CLASS 5 (TON)
WEST TRAIL (OFF-ROAD)	0+00 - 30+49		1030
CENTRAL TRAIL (OFF-ROAD)	112+74 - 133+81	LT	715
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38 - 209+44		200
EAST TRAIL (OFF-ROAD) - ANOKA	209+44 - 234+66		1285

F	CONCRETE INSTALLATION				
ALIGNMENT	STATION	LOCATION	2531 CONCRETE CURB & GUTTER (LIN FT)	2521 PEDESTRIAN CURB RAMP (SQ FT)	2531 TRUNCATED DOMES (SQ FT)
WEST TRAIL (OFF-ROAD)	8+10		50	200	40
CENTRAL TRAIL (OFF-ROAD)	100+00	LT	25	100	20
CENTRAL TRAIL (OFF-ROAD)	100+00	RT	25	100	20
CENTRAL TRAIL (OFF-ROAD)	112+75	LT	25	100	20
CENTRAL TRAIL (OFF-ROAD)	112+75	RT	25	100	20
CENTRAL TRAIL (OFF-ROAD)	127+12	LT	50	200	40
CENTRAL TRAIL (OFF-ROAD)	131+05	LT	50	200	40
CENTRAL TRAIL (OFF-ROAD)	131+05	RT	25	100	20
CENTRAL TRAIL (OFF-ROAD)	133+90	LT	25	100	20
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38		25	100	20
EAST TRAIL (OFF-ROAD) - ANOKA					

G	BITUMINOUS INSTALLATION			
ALIGNMENT	STATION - STATION	LOCATION	2360 TYPE SP 9.5 WEARING COURSE MIXTURE [SPWEA240B] (TON)	2360 TYPE SP 9.5 BITUMINOUS MIXTURE FOR PATCHING [SPWEA240B] (TON)
WEST TRAIL (OFF-ROAD)	0+00 - 30+49		445	3
CENTRAL TRAIL (OFF-ROAD)	112+74 - 133+81	LT	320	11
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38 - 209+44		90	2
EAST TRAIL (OFF-ROAD) - ANOKA	209+44 - 234+66		575	

CONSTRUCTION NOTES:

1. TRAILS SHALL BE CONSTRUCTED SO NO WATER IS HELD EITHER ADJACENT TO OR ON THE TRAILS.
2. CONTRACTOR TO REMOVE ALL MATERIALS OFF SITE AS EXCAVATED (TEMPORARY STOCKPILE OF MATERIALS ON SITE WILL NOT BE PERMITTED).
3. CONTRACTOR TO LIMIT CONSTRUCTION ACTIVITIES TO AREAS OUTSIDE THE CONSTRUCTION ZONE.
4. DAMAGE TO TURF OR PROPERTY NOT SLATED FOR REMOVAL IN OR ADJACENT TO THE CONSTRUCTION ZONE SHALL BE THE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE AND REPAIR.
5. MATERIALS USED FOR FILL AREAS SHALL BE APPROVED PRIOR TO PLACEMENT (TOPSOIL MATERIALS WITH TURF OR SOD MIXED IN WILL NOT BE ACCEPTED).
6. SEEDED AREAS SHALL BE FREE OF ALL ROCKS, DIRT CLUMPS, SOD OR OTHER DEBRIS.
7. EXACT LIMITS AND LOCATION OF SAW CUTTING EXISTING BITUMINOUS OR CONCRETE EDGES WILL BE DETERMINED IN THE FIELD BY THE ENGINEER.
8. CONTRACTOR RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL TRAFFIC CONTROL DEVICES.

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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
QUANTITY TABULATIONS
SP 103-090-003

D	EARTHWORK SUMMARY								
NOTES	ITEMS	UNIT	PROJECT TOTAL	WEST TRAIL (OFF-ROAD) STA 0+00 - STA 30+49	CENTRAL TRAIL (OFF-ROAD) STA 112+74 - STA 133+81	EAST TRAIL (OFF-ROAD) STA 205+38 - STA 208+75	BRIDGE R0654 STA 208+75 - STA 210+50	EAST TRAIL (OFF-ROAD) STA 210+50 - STA 233+25	BRIDGE R0655 STA 233+25 - STA 234+66
	UNADJUSTED VOLUMES BASED ON CROSS SECTIONS								
	EXCAVATION								
1	COMMOM EXCAVATION (EV)	CY	5160	1150	660	290	1460	1080	520
	EMBANKMENT								
2	TOPSOIL (CV)	CY	1690	490	190	60	290	420	240
3	GRANULAR EMBANKMENT (CV)	CY	2520	60	50	90	190	1680	450
4	COMMON EMBANKMENT MATERIAL REQUIRED (CV)	CY	630	0	0	0	0	630	0
	EARTHWORK BALANCE								
	TOPSOIL								
5	TOPSOIL REQUIRED (EV)	CY	2028	588	228	72	348	504	288
6	TOPSOIL BORROW REQUIRED (EV)	CY	2028	588	228	72	348	504	288
	SUITABLE GRADING MATERIAL								
7	COMMON EXCAVATION (EV)	CY	5160	1150	660	290	1460	1080	520
8	EMBANKMENT MATERIAL (EV)	CY	756	0	0	0	0	756	0
9	EXCESS GRADING MATERIAL (EV)	CY	4404	1150	660	290	1460	324	520
10	GRANULAR MATERIAL REQUIRED (EV)	CY	3024	72	60	108	228	2016	540
	EARTHWORK QUANTITIES TO SEQ								
11	COMMON EXCAVATION (EV)	CY	5160	1150	660	290	1460	1080	520
12	TOPSOIL BORROW (LV)	CY	2434	706	274	86	418	605	346
13	GRANULAR BORROW (LV)	CY	3326	79	66	119	251	2218	594

NOTES:

1. CUT VOLUME FROM CROSS SECTIONS. ALSO ASSUMES AN AVERAGE OF 4 INCHES OF STRIPPING ACROSS THE SITE FOR FUTURE EXCAVATION AND TOPSOIL PLACEMENT.
2. 4 INCHES OF TOPSOIL PLACED IN ALL VEGETATED AREAS DISTURBED DURING CONSTRUCTION.
3. FILL VOLUMES FROM CROSS SECTIONS (LESS TOPSOIL AND GRANULAR BORROW).
4. GRANULAR BORROW FOR USE AT APPROACHES TO BRIDGES BEYOND LIMITS OF BRIDGE RELATED MATERIALS WITHIN CORE TRAIL EMBANKMENT.
5. 4 INCHES OF TOPSOIL PLACED WITH SHRINKAGE FACTOR OF 1.2 APPLIED FROM (CV) TO (EV).
6. ASSUMES NO TOPSOIL GENERATED DURING EXCAVATION.
7. INCLUDES STRIPPING AND TRAIL EXCAVATION.
8. APPLIES A SHRINKAGE FACTOR OF 1.2 FROM (CV) TO (EV). UTILIZE MATERIAL BELOW TOP 4 INCHES OF STRIPPING.EXCLUDES TOPSOIL AND GRANULAR BORROW.
9. MATERIAL TO BE HAULED OFF-SITE BY CONTRACTOR.
10. GRANULAR BORROW TO BE IMPORTED FOR BRIDGE APPROACH EMBANKMENT. 14 FEET WIDE AT TOP WITH 1:1.5 SLOPES TO GRADE.
11. COMMON EXCAVATION.
12. INCLUDES SHRINKAGE FACTOR OF 1.2 FROM (EV) TO (LV).
13. INCLUDES SHRINKAGE FACTOR OF 1.1 FROM (EV) TO (LV).

H	TURF AND EROSION CONTROL INSTALLATION							
ALIGNMENT	STATION - STATION	2573 SILT FENCE (LIN FT)	2573 STORM DRAIN INLET PROTECTION (EACH)	2575 EROSION CONTROL BLANKET CATEGORY 3 (SQ YD)	2575 SEEDING (ACRE)	2575 SEED MIXTURE TYPE 240 (POUND)	2575 FERTILZER TYPE 3 (TON)	2575 SODDING TYPE LAWN (SQ YD)
WEST TRAIL (OFF-ROAD)	0+00 - 30+49	3200	4	5800	1.2	90	0.24	850
CENTRAL TRAIL (OFF-ROAD)	112+74 - 133+81		8					2000
EAST TRAIL (OFF-ROAD) - RAMSEY	205+38 - 209+44	750		1300	0.3	23	0.06	
EAST TRAIL (OFF-ROAD) - ANOKA	209+44 - 234+66	3200		8150	1.7	128	0.34	

I	TRAFFIC CONTROL INSTALLATION							
ALIGNMENT	2564 SIGN PANEL TYPE C (SQ FT)	2564 INSTALL SIGN TYPE C (EACH)	2582 PAVEMENT MESSAGE (BIKE SYMBOL) - EPOXY (EACH)	2582 PAVEMENT MESSAGE (BIKE LANE ARROW) - EPOXY (EACH)	2582 PAVEMENT MESSAGE (LANE) - EPOXY (EACH)	2582 4" SOLID LINE WHITE - EPOXY (LIN FT)	2582 4" DOUBLE SOLID LINE YELLOW - EPOXY (LIN FT)	2582 CROSSWALK MARKING - EPOXY (SQ FT)
WEST TRAIL (OFF-ROAD)								
CENTRAL TRAIL (OFF-ROAD)	191.5	59	10	10	10	9740	3900	1010
EAST TRAIL (OFF-ROAD) - RAMSEY								
EAST TRAIL (OFF-ROAD) - ANOKA								

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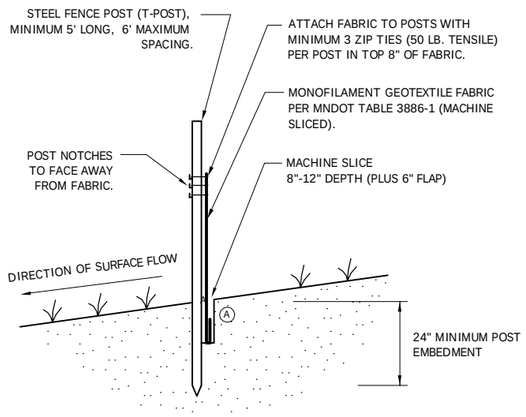
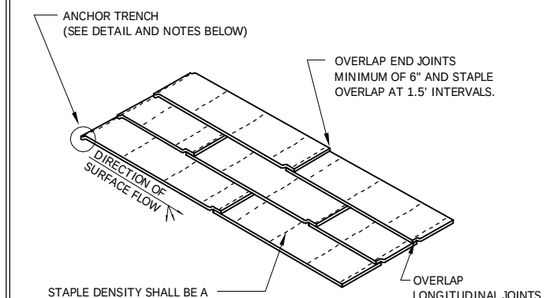
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
QUANTITY TABULATIONS
SP 103-090-003



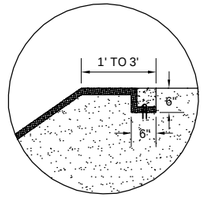
NOTE:
THE MACHINE SLICED METHOD (THIS DETAIL) IS THE STANDARD SILT FENCE INSTALLATION METHOD. HEAVY-DUTY (ERO-1B) OR STANDARD (ERO-1C) SILT FENCE INSTALLATION METHODS SHOULD ONLY BE USED WHEN APPROVED OR DIRECTED BY THE CITY.

Ⓐ COMPACTION:
AFTER "SLICING" IN THE FABRIC AND *BEFORE* INSTALLATION OF STEEL POSTS, DRIVE INSTALLATION EQUIPMENT OVER THE "SLICE" WHILE FABRIC IS LAYING ON THE GROUND. *THEN* INSTALL STEEL POSTS AND PULL UP FABRIC TO ATTACH AT A UNIFORM HEIGHT.

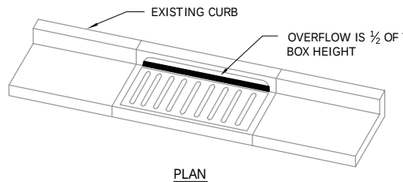
	SILT FENCE MACHINE SLICED	LAST REVISION: Jan. 2005 PLATE NO. ERO-1A



ANCHOR TRENCH
1. DIG 6" X 6" TRENCH
2. LAY BLANKET IN TRENCH
3. STAPLE AT 1.5' INTERVALS
4. BACKFILL WITH NATURAL SOIL AND COMPACT
5. BLANKET LENGTH SHALL NOT EXCEED 100' WITHOUT AN ANCHOR TRENCH

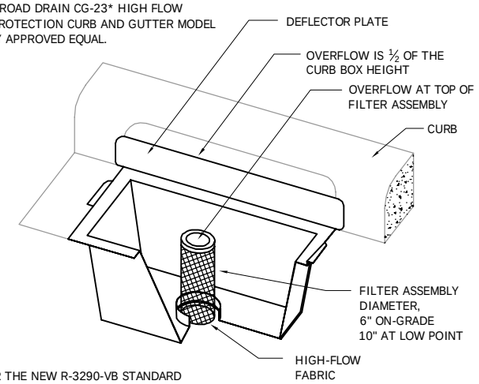


	EROSION CONTROL BLANKET INSTALLATION	LAST REVISION: Mar. 2004 PLATE NO. ERO-2



PLAN

WIMCO ROAD DRAIN CG-23* HIGH FLOW INLET PROTECTION CURB AND GUTTER MODEL OR CITY APPROVED EQUAL.



* FOR THE NEW R-3290-VB STANDARD CASTING, INSTALL WIMCO ROAD DRAIN CG-3290 OR CITY APPROVED EQUAL.

	INLET PROTECTION CATCH BASIN INSERT AFTER PAVING	LAST REVISION: Jan. 2005 PLATE NO. ERO-4C

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MISSISSIPPI RIVER TRAIL
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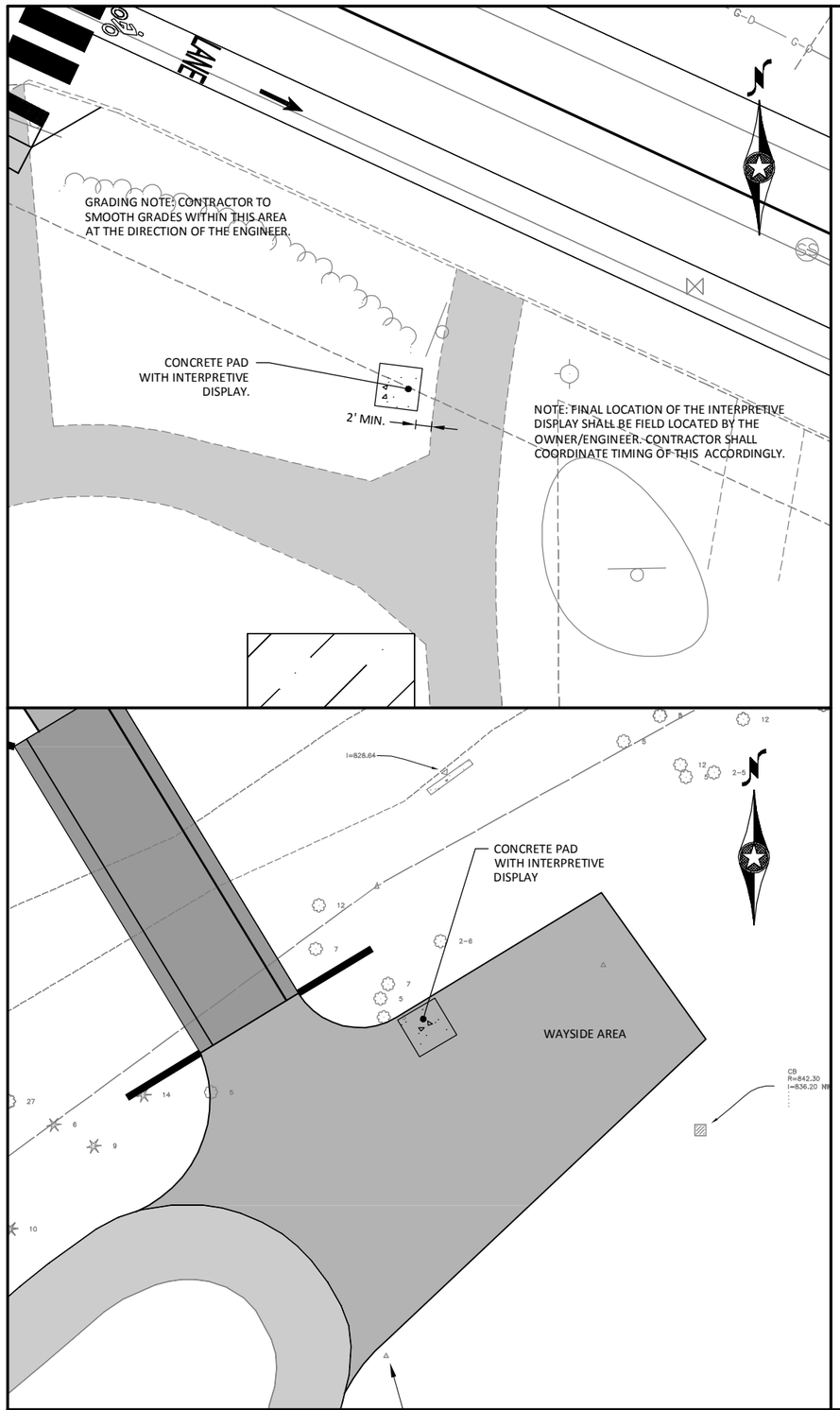
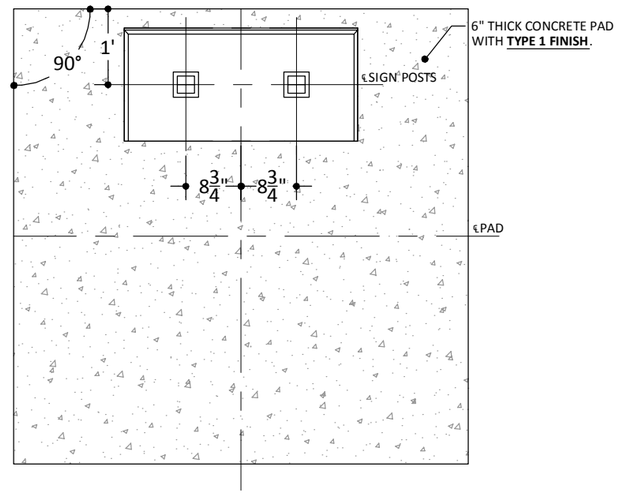
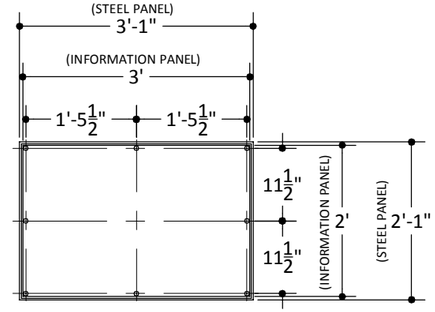




PLAN



3/8" DIA. HOLES - TYP.
HOLES THROUGH BOTH PANELS - FASTEN WITH TAMPER RESISTANT HARDWARE WITH SMOOTH ROUNDED FACE SIMILAR TO CARRIAGE BOLT ON DISPLAY SIDE OF PANEL.

STEEL PLATE PLAN

NOTES:

REFER TO SPECIFICATION SECTION 05510 FOR ADDITIONAL INFORMATION.

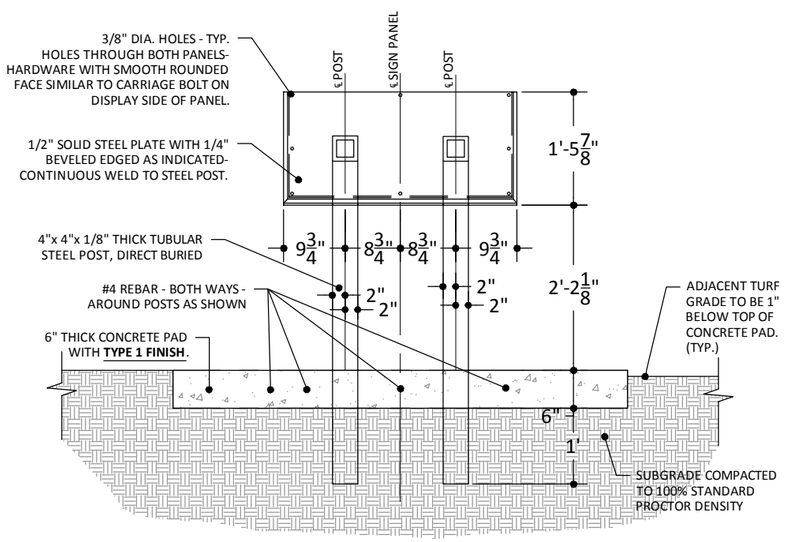
CONTINUOUS WELD ALL METAL CONNECTIONS AND CLOSED ENDS. GRIND EDGES SMOOTH.

ALL METAL SHALL BE GALVANIZED AFTER FABRICATION AND PRIOR TO PRIMING/PAINTING.

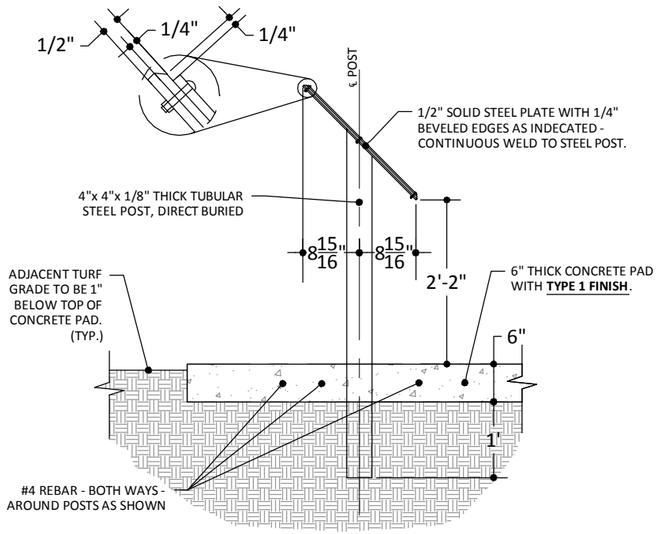
SHOP DRAWING NOTICE:

SHOP DRAWINGS MUST BE SUBMITTED FOR APPROVAL PRIOR TO FABRICATION.

* SIGN PANELS AND REQUIRED HARDWARE TO BE SUPPLIED AND INSTALLED BY THE OWNER.



FRONT ELEVATION



SIDE ELEVATION

HORZ. SCALE 0 10 20 FEET

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KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

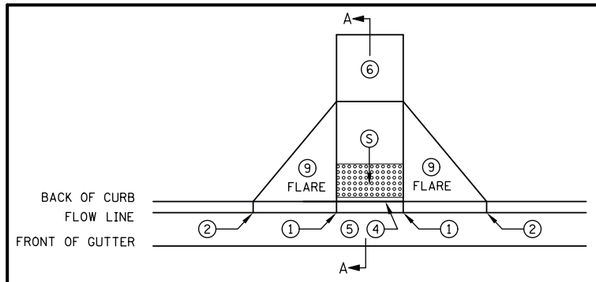
DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
INTERPRETIVE SIGN DETAIL
SP 103-090-003

SHEET 6 OF 53



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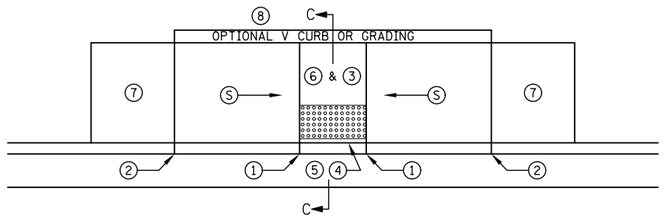

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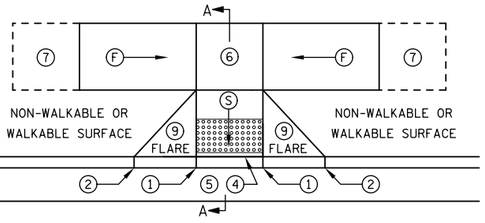

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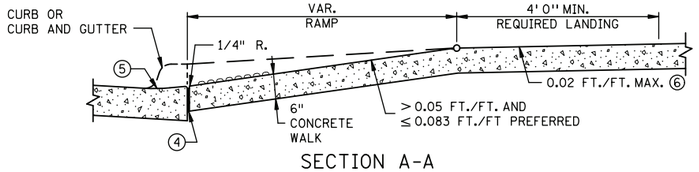
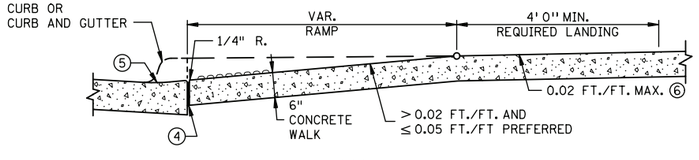


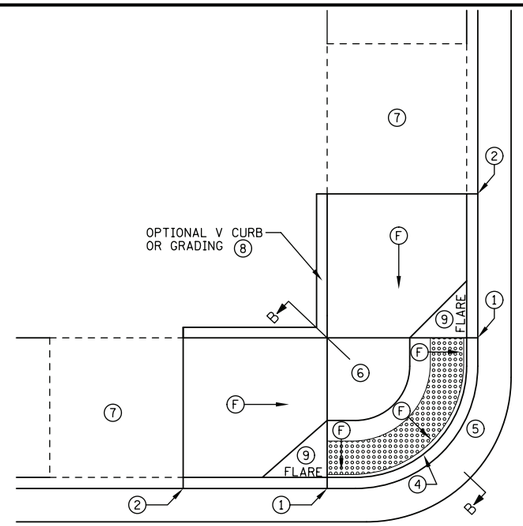
SECTION A-A

PERPENDICULAR/TIERED/DIAGONAL



SECTION B-B

FAN



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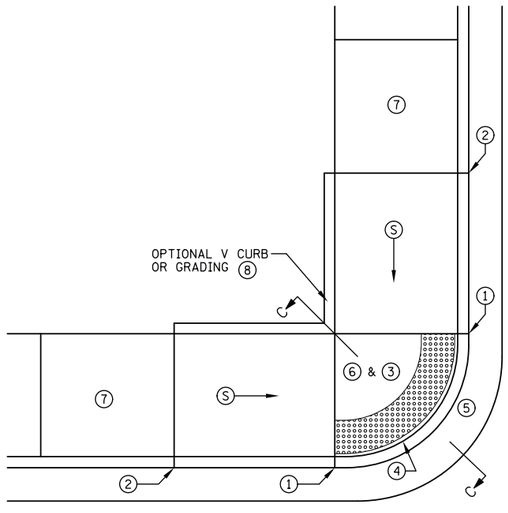
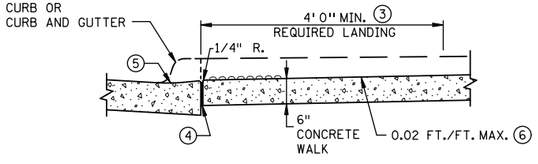
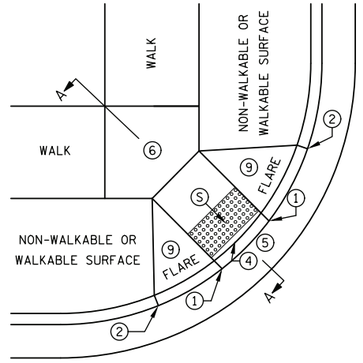


DEPRESSED CORNER



SECTION C-C

PARALLEL/DEPRESSED CORNER



DIAGONAL (10)

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL.

TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONCTRUCTED, LANDINGS MAY BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 5 WHEN LANDINGS ARE CAST SEPARATELY.

ALL SLOPES ARE ABSOLUTE, RATHER THAN RELATIVE TO SIDEWALK/ROADWAY GRADES.

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MINIMUM OF 24" IN THE PATH OF TRAVEL. SHARED USE PATHS SHALL HAVE DETECTABLE WARNING ACROSS THE ENTIRE WIDTH OF PATH WHEN THE PATH CROSSES A ROAD.

SEE STANDARD PLATE 7038 AND SHEET 4 OF 5 FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

(1) 0" CURB HEIGHT.

(2) FULL CURB HEIGHT.

(3) DETECTABLE WARNINGS MAY BE PART OF 4' X 4' LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.

(4) 1/2" PREFORMED JOINT FILLER MATERIAL AASHTO M 213. JOINT FILLER SHALL BE PLACED FLUSH WITH THE BACK OF CURB AND ADJACENT SIDEWALK. JOINT SHALL BE FREE OF DEBRIS. RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

(5) SEE PEDESTRIAN ACCESS ROUTE CURB AND GUTTER DETAIL FOR INFORMATION ON CONSTRUCTING CURB AND GUTTER AT CURB OPENINGS. SEE SHEET NO. 3 OF 5.

(6) 4' BY 4' MIN. LANDING WITH MAX. 2.0% SLOPE IN ALL DIRECTIONS.

(7) IF LONGITUDINAL SLOPE IS GREATER THAN 5.0%, 4' X 4' MIN. LANDING WITH MAX 2.0% SLOPE IN ALL DIRECTIONS REQUIRED.

(8) V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. SEE SHEET 5 OF 5.

(9) SEE SHEET 4 OF 5, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.

(10) DIAGONAL RAMPS SHOULD ONLY BE USED AFTER ALL OTHER CURB RAMP TYPES HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.

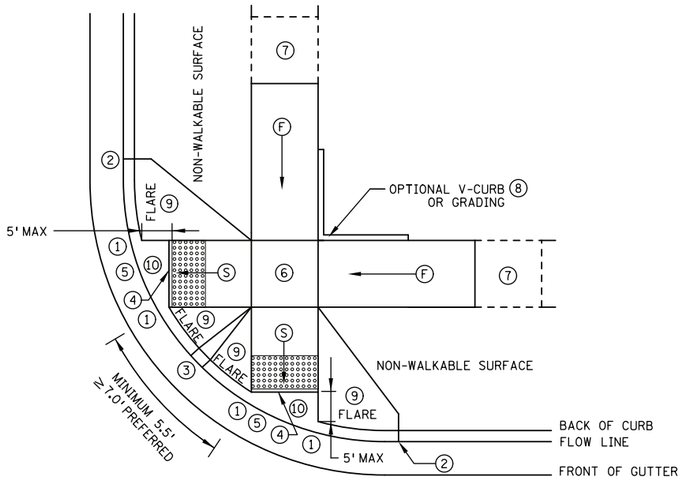
LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

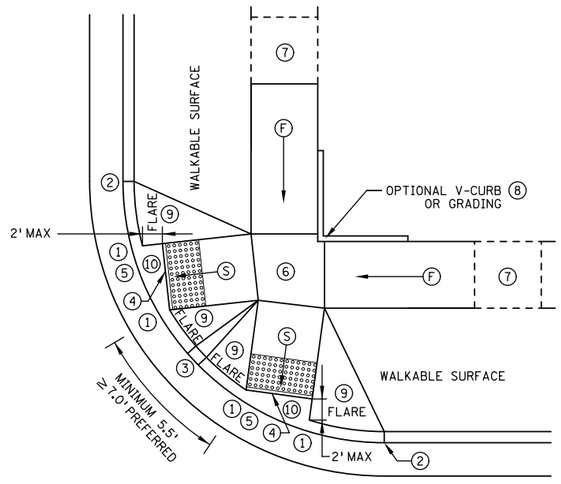
(S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%

(F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

STANDARD PLAN SHEET NO. 5-297.250 (1 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: APRIL 10, 2013	
STATE PROJ. NO. 103-090-003	SHEET NO. 7 OF 53 SHEETS

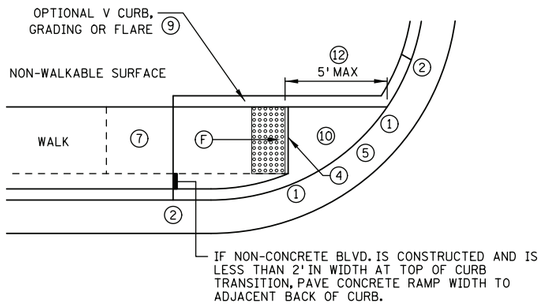


ADJACENT TO NON-WALKABLE SURFACE

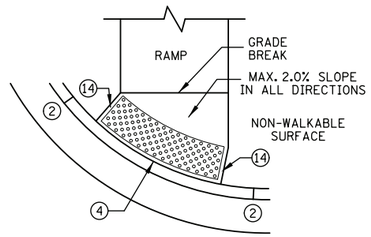


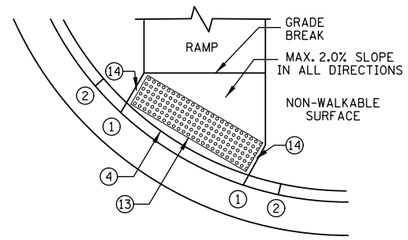
ADJACENT TO WALKABLE SURFACE

COMBINED DIRECTIONAL (15)

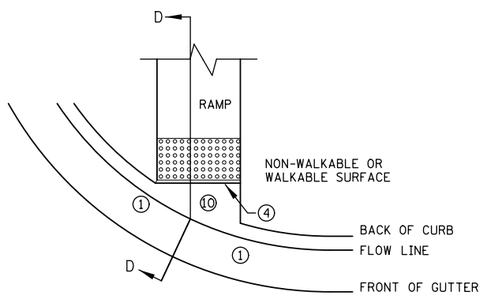


ONE-WAY DIRECTIONAL

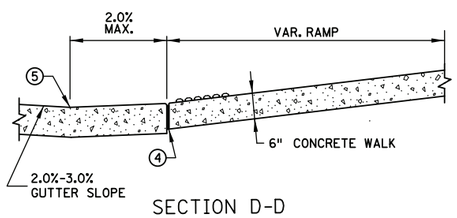




DETECTABLE WARNING PLACEMENT WHEN SETBACK CRITERIA IS EXCEEDED



CURB FOR DIRECTIONAL RAMPS (11)



SECTION D-D

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL.

TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONCTRUCTED, LANDINGS MAY BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 5 WHEN LANDINGS ARE CAST SEPARATELY.

ALL SLOPES ARE ABSOLUTE, RATHER THAN RELATIVE TO SIDEWALK/ROADWAY GRADES.

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MINIMUM OF 24" IN THE PATH OF TRAVEL. SHARED USE PATHS SHALL HAVE DETECTABLE WARNING ACROSS THE ENTIRE WIDTH OF PATH WHEN THE PATH CROSSES A ROAD.

SEE STANDARD PLATE 7038 AND SHEET 4 OF 5 FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

(1) 0" CURB HEIGHT.

(2) FULL CURB HEIGHT.

(3) 3" MINIMUM CURB HEIGHT, 4" PREFERRED.

(4) 1/2" PREFORMED JOINT FILLER MATERIAL AASHTO M 213. JOINT FILLER SHALL BE PLACED FLUSH WITH THE BACK OF CURB AND ADJACENT SIDEWALK. JOINT SHALL BE FREE OF DEBRIS. RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MIN. TO 6" MAX. FROM THE BACK OF CURB.

(5) SEE PEDESTRIAN ACCESS ROUTE CURB AND GUTTER DETAIL FOR INFORMATION ON CONSTRUCTING CURB AND GUTTER AT CURB OPENINGS. SEE SHEET NO. 3 OF 5.

(6) 4' BY 4' MIN. LANDING WITH MAX. 2.0% SLOPE IN ALL DIRECTIONS.

(7) IF LONGITUDINAL SLOPE IS GREATER THAN 5.0%, 4' X 4' MIN. LANDING WITH MAX 2.0% SLOPE IN ALL DIRECTIONS REQUIRED.

(8) V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

(9) SEE SHEET 4 OF 5, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.

(10) MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.

(11) TO BE USED FOR ALL DIRECTIONAL RAMPS.

(12) PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.

(13) RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.

(14) WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

(15) FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE, AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. WHETHER A SURFACE IS WALKABLE OR NOT SHALL BE DETERMINED BY THE ENGINEER

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

(S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%

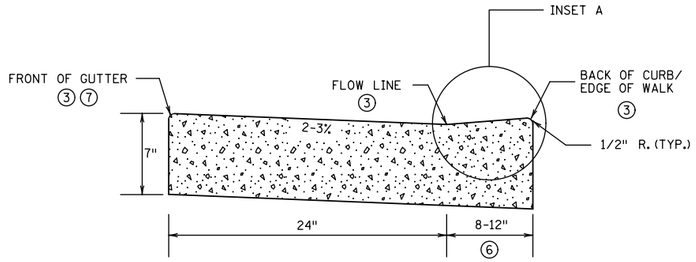
(F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

STANDARD PLAN SHEET NO. 5-297.250 (2 OF 5)

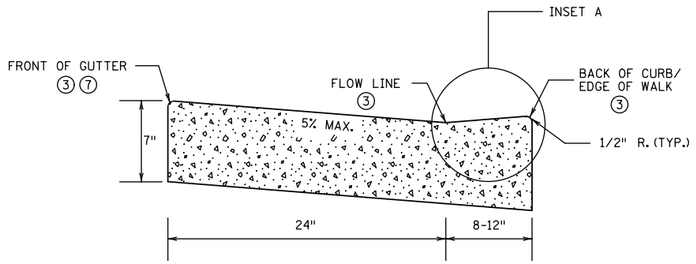
STANDARD APPROVED: APRIL 10, 2013

PEDESTRIAN CURB RAMP DETAILS

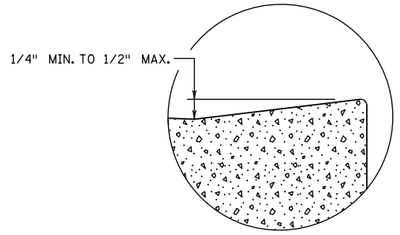
STATE PROJ. NO. 103-090-003



NON PERPENDICULAR ①

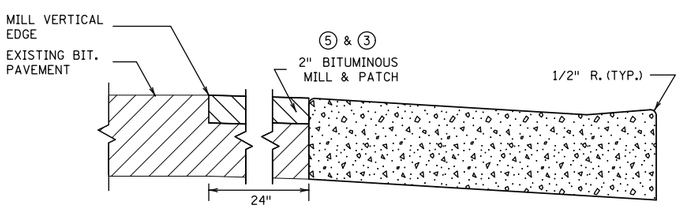


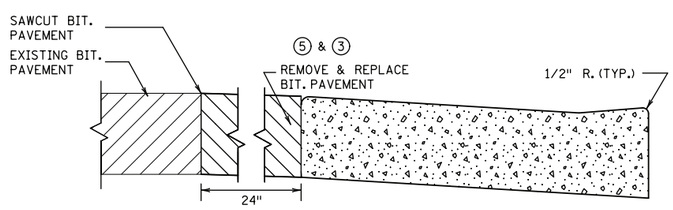
PERPENDICULAR ②

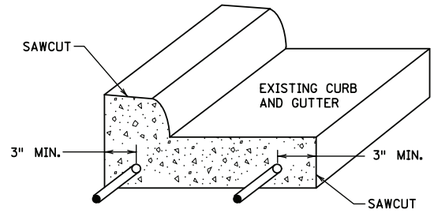


INSET A

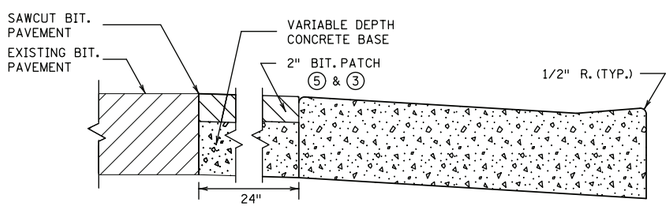
PEDESTRIAN ACCESS ROUTE CURB & GUTTER DETAIL

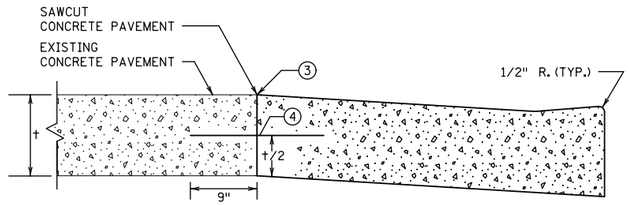






CURB AND GUTTER ⑧
REINFORCEMENT
FOR USE ON CURB RAMP RETROFITS





PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER

FOR USE ON CURB RAMP RETROFITS

NOTES:

POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM.

NO PONDING SHALL BE PRESENT IN THE PAR.

ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.

① FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS, DEPRESSED CORNERS, & ONE WAY AND COMBINED DIRECTIONALS.

② FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMPS.

③ THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".

④ DRILL AND GROUT NO. 4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT.

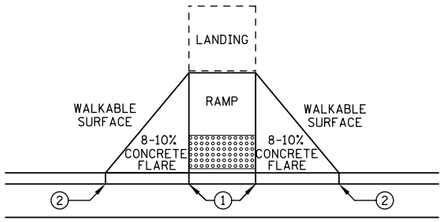
⑤ ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.

⑥ VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS.

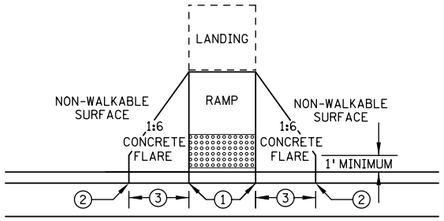
⑦ TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. PAR GUTTER SHALL NOT BE OVERLAID.

⑧ WHERE PLAN SPECIFIES, DRILL AND GROUT 2 - NO. 4 X 12" LONG REINFORCEMENT BARS (EPOXY COATED).

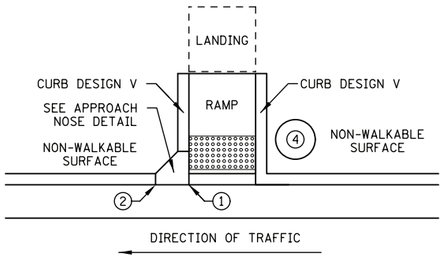
STANDARD PLAN SHEET NO. 5-297.250 (3 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: APRIL 10, 2013	
STATE PROJ. NO. 103-090-003	SHEET NO. 9 OF 53 SHEETS



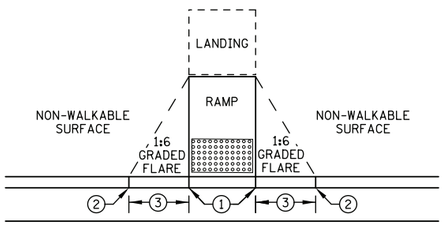
PAVED FLARES
ADJACENT TO WALKABLE SURFACE



PAVED FLARES
ADJACENT TO NON-WALKABLE SURFACE

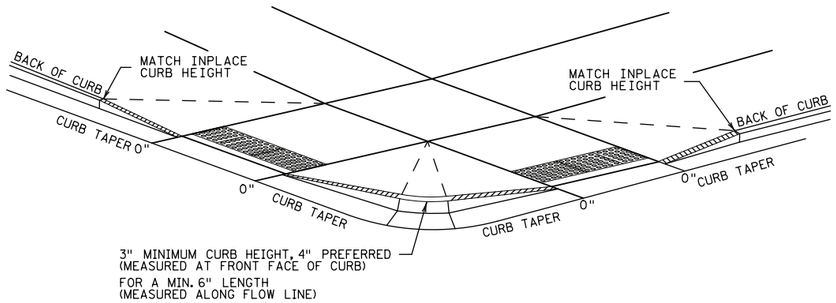


RETURNED CURB

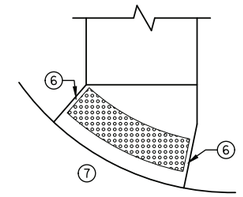


GRADED FLARES

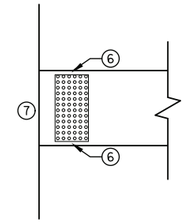
TYPICAL SIDE TREATMENT OPTIONS ⑤



DETECTABLE EDGE WITH
CURB AND GUTTER ⑧

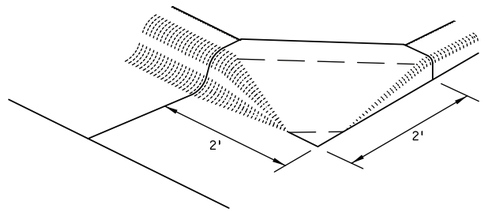


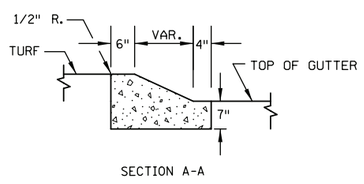
RADIAL DETECTABLE WARNING



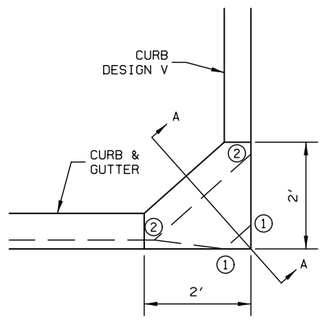
RECTANGULAR DETECTABLE WARNING

DETECTABLE EDGE WITHOUT CURB AND GUTTER





SECTION A-A



APPROACH NOSE DETAIL
FOR DOWNSTREAM SIDE OF TRAFFIC

NOTES:

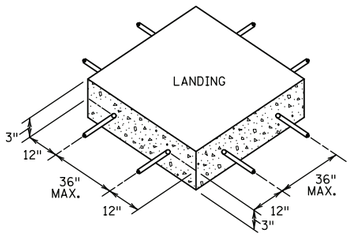
SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

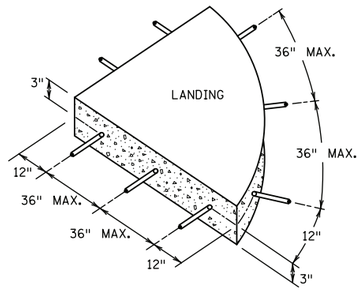
WHETHER A SURFACE IS WALKABLE OR NOT SHALL BE DETERMINED BY THE ENGINEER.

CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.

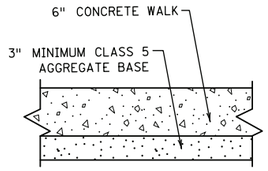
① 0" CURB HEIGHT.
② FULL CURB HEIGHT.
③ 2' - 3' FLARE.
④ IMMOVABLE OBJECT OR OBSTRUCTION.
⑤ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED ON ALL RAMPS AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.
⑥ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
⑦ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF ROADWAY TO PROVIDE VISUAL CONTRAST.
⑧ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.

STANDARD PLAN SHEET NO. 5-297.250 (4 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: APRIL 10, 2013	
STATE PROJ. NO. 103-090-003	SHEET NO. 10 OF 53 SHEETS

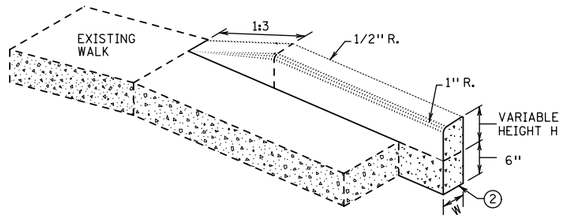




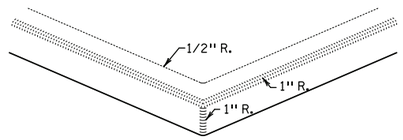
SIDEWALK REINFORCEMENT ⑤ ⑥



TYPICAL SIDEWALK SECTION WITHIN INTERSECTION CORNER

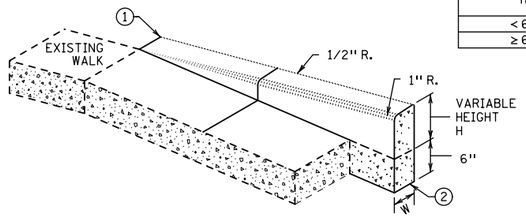


V CURB ADJACENT TO LANDSCAPE
CURB WITHIN SIDEWALK LIMITS

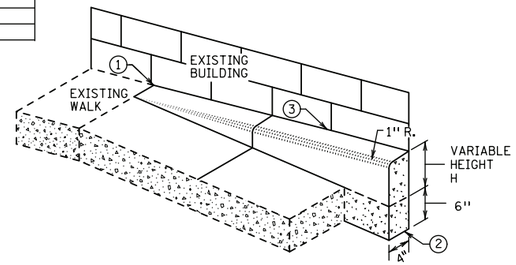


V CURB INTERSECTION

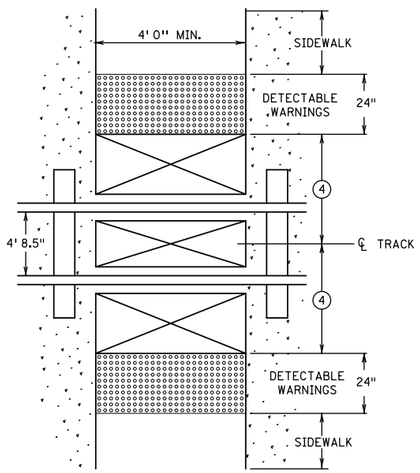
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"



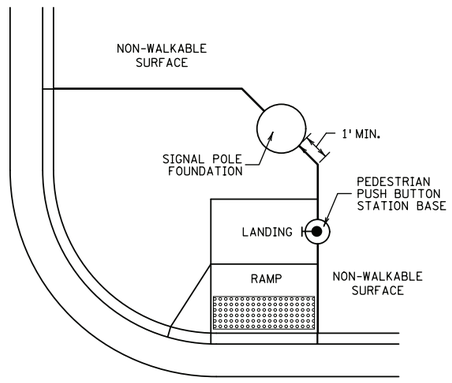
V CURB ADJACENT TO LANDSCAPE
CURB OUTSIDE SIDEWALK LIMITS



V CURB ADJACENT TO BUILDING OR BARRIER



RAILROAD CROSSING
PLAN VIEW



CONCRETE WALK EDGES ADJACENT
TO CONCRETE STRUCTURES

NOTES:

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

WHERE RIGHT-OF-WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.

② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.

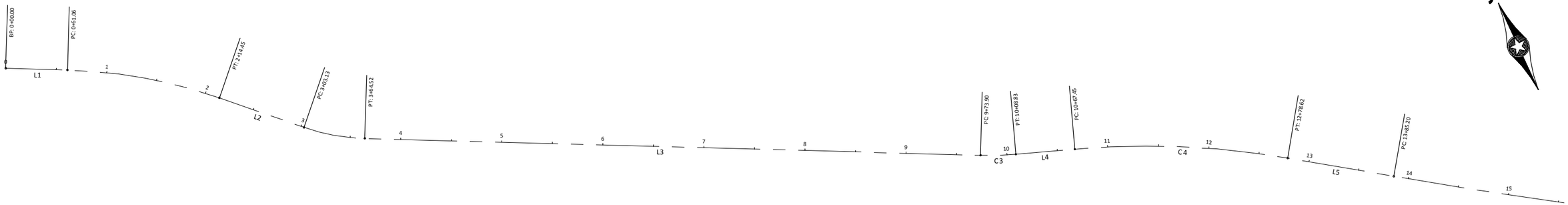
③ EDGE BETWEEN NEW V CURB AND INPLACE STRUCTURE SHALL BE SEALED AND BOND BREAKER SHALL BE USED BETWEEN EXISTING STRUCTURE AND PLACED V-CURB.

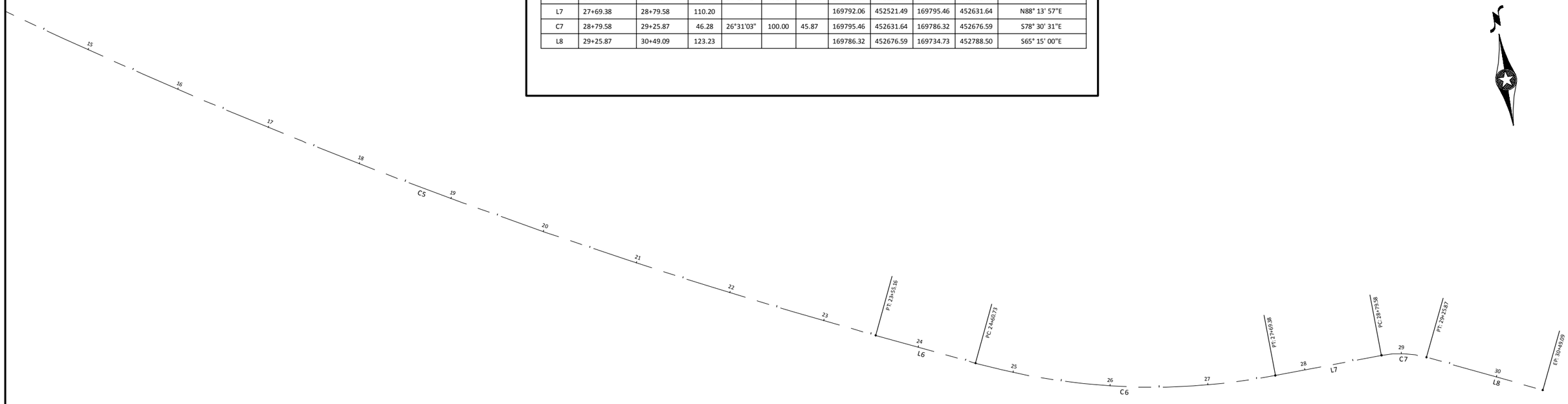
④ EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 15' MAXIMUM FROM THE CENTERLINE OF THE TRACK. WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 17" - 19" FROM THE APPROACHING SIDE OF THE GATE ARM.

⑤ WHEN PLAN SPECIFIES, DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS AT 36" MAX. CENTER TO CENTER (EPOXY COATED).

⑥ TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONCTRUCTED, LANDINGS MAY BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET WHEN LANDINGS ARE CAST SEPARATELY.

STANDARD PLAN SHEET NO. 5-297.250 (5 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: APRIL 10, 2013	
STATE PROJ. NO. 103-090-003	SHEET NO. 11 OF 53 SHEETS





WEST TRAIL (OFF-ROAD)

NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
L1	0+00	0+61.06	61.06				171046.00	450080.58	171018.89	450135.29	S63° 38' 38"E
L2	2+14.45	3+03.13	88.67				170930.94	450260.23	170869.42	450324.09	S46° 04' 01"E
L3	3+64.52	9+73.90	609.38				170834.22	450374.10	170563.79	450920.18	S63° 39' 17"E
C3	9+73.90	10+08.83	34.93	6°32'19"	306.08	34.91	170563.79	450920.18	170550.11	450952.30	S66° 55' 26"E
L4	10+08.83	10+67.45	58.62				170550.11	450952.30	170530.24	451007.45	S70° 11' 36"E
C4	10+67.45	12+78.62	211.17	14°43'57"	821.26	210.59	170530.24	451007.45	170434.07	451194.80	S62° 49' 37"E
L5	12+78.62	13+85.20	106.58				170434.07	451194.80	170373.64	451282.59	S55° 27' 39"E
C5	13+85.20	23+55.16	969.96	10°01'22"	5544.89	968.73	170373.64	451282.59	169896.21	452125.50	S60° 28' 20"E
L6	23+55.16	24+60.73	105.57				169896.21	452125.50	169852.40	452221.55	S65° 29' 01"E
C6	24+60.73	27+69.38	308.66	26°17'02"	672.83	305.96	169852.40	452221.55	169792.06	452521.49	S78° 37' 32"E
L7	27+69.38	28+79.58	110.20				169792.06	452521.49	169795.46	452631.64	N88° 13' 57"E
C7	28+79.58	29+25.87	46.28	26°31'03"	100.00	45.87	169795.46	452631.64	169786.32	452676.59	S78° 30' 31"E
L8	29+25.87	30+49.09	123.23				169786.32	452676.59	169734.73	452788.50	S65° 15' 00"E

HORZ. SCALE 0 50 100 FEET

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KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

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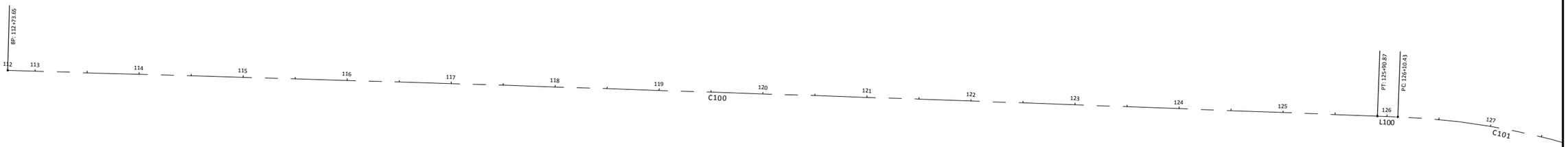
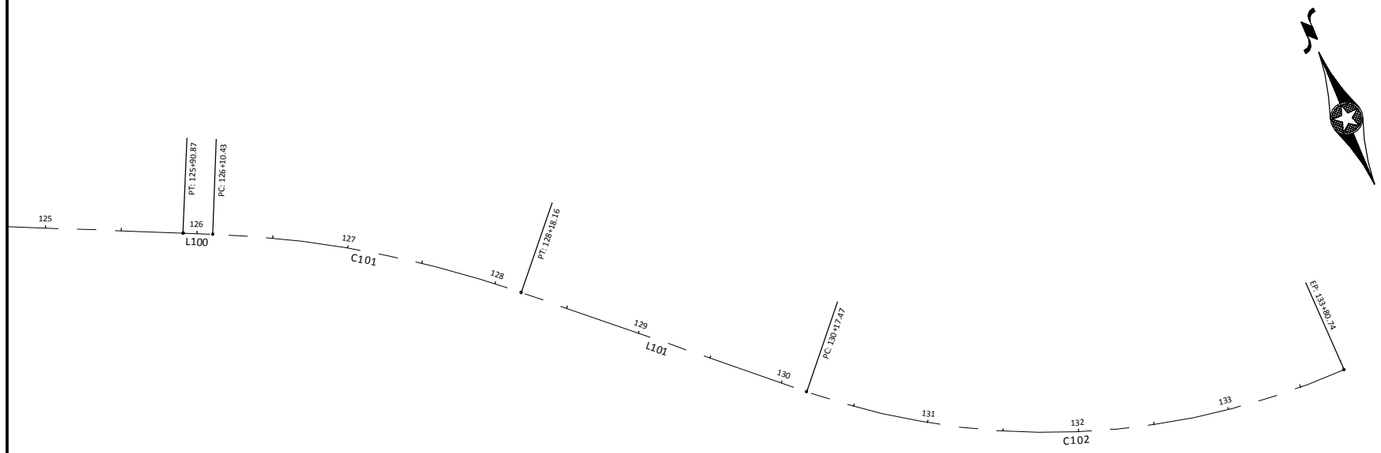
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) ALIGNMENT TABULATION
SP 103-090-003





CENTRAL TRAIL (OFF-ROAD)											
NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
C100	112+73.65	125+90.87	1317.22	0°37'00"	122369.66	1317.22	167758.38	456435.63	167203.35	457630.20	S65° 04' 43"E
L100	125+90.87	126+10.43	19.56				167203.35	457630.20	167195.01	457647.89	S64° 46' 13"E
C101	126+10.43	128+18.16	207.73	16°57'08"	702.10	206.98	167195.01	457647.89	167080.15	457820.07	S56° 17' 39"E
L101	128+18.16	130+17.47	199.31				167080.15	457820.07	166946.32	457967.77	S47° 49' 05"E
C102	130+17.47	133+80.74	363.27	43°01'11"	483.82	354.80	166946.32	457967.77	166821.07	458299.72	S69° 19' 40"E

HORZ. SCALE 0 100 200 FEET

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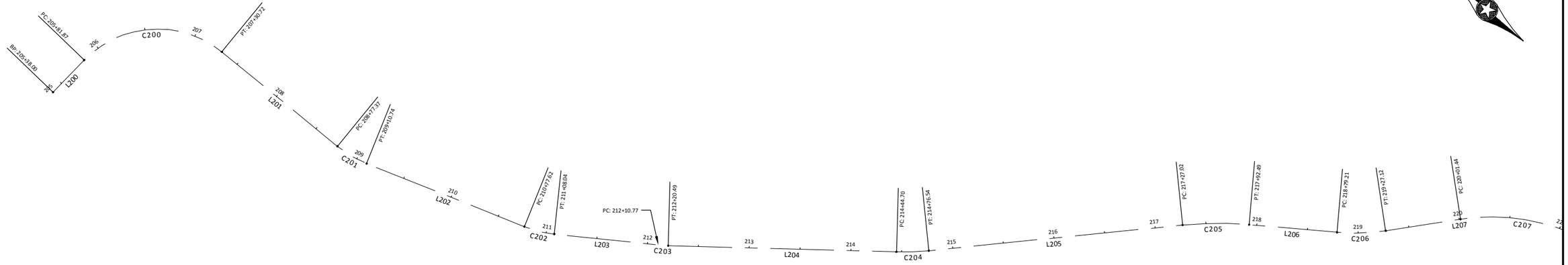
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
CENTRAL TRAIL (OFF-ROAD) ALIGNMENT TABULATION
SP 103-090-003

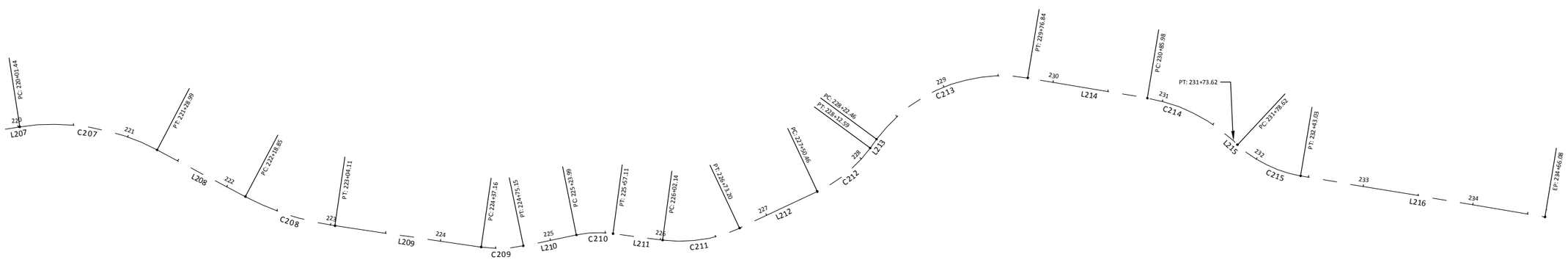


EAST TRAIL (OFF-ROAD)

NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
L200	205+38	205+81.87	43.87				166131.28	459467.63	166128.87	459511.43	S86° 50' 48"E
C200	205+81.87	207+30.72	148.85	85°17'08"	100.00	135.49	166128.87	459511.43	166031.74	459605.89	S44° 12' 14"E
L201	207+30.72	208+77.37	146.65				166031.74	459605.89	165885.15	459609.89	S1° 33' 40"E
C201	208+77.37	209+10.74	33.37	17°22'55"	110.00	33.24	165885.15	459609.89	165852.44	459615.81	S10° 15' 07"E
L202	209+10.74	210+77.62	166.88				165852.44	459615.81	165694.60	459669.98	S18° 56' 35"E
C202	210+77.62	211+08.04	30.42	15°50'39"	110.00	30.32	165694.60	459669.98	165667.55	459683.68	S26° 51' 55"E
L203	211+08.04	212+10.77	102.74				165667.55	459683.68	165583.18	459742.30	S34° 47' 14"E
C203	212+10.77	212+20.49	9.71	4°27'08"	125.00	9.71	165583.18	459742.30	165575.42	459748.14	S37° 00' 48"E
L204	212+20.49	214+44.70	224.21				165575.42	459748.14	165401.77	459889.97	S39° 14' 22"E
C204	214+44.70	214+76.54	31.84	7°17'52"	250.00	31.82	165401.77	459889.97	165378.45	459911.63	S42° 53' 19"E
L205	214+76.54	217+27.02	250.48				165378.45	459911.63	165206.15	460093.43	S46° 32' 15"E
C205	217+27.02	217+92.49	65.47	10°43'02"	350.00	65.37	165206.15	460093.43	165156.95	460136.47	S41° 10' 44"E
L206	217+92.49	218+79.21	86.72				165156.95	460136.47	165086.63	460187.22	S35° 49' 12"E
C206	218+79.21	219+27.12	47.92	13°43'38"	200.00	47.80	165086.63	460187.22	165051.49	460219.63	S42° 41' 01"E
L207	219+27.12	220+01.44	74.32				165051.49	460219.63	165003.27	460276.18	S49° 32' 50"E
C207	220+01.44	221+28.99	127.55	36°32'22"	200.00	125.40	165003.27	460276.18	164896.10	460341.29	S31° 16' 39"E
L208	221+28.99	222+18.85	89.86				164896.10	460341.29	164808.54	460361.51	S13° 00' 27"E

EAST TRAIL (OFF-ROAD)

NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
C208	222+18.85	223+04.11	85.26	19°32'25"	250.00	84.85	164808.54	460361.51	164730.31	460394.36	S22° 46' 40"E
L209	223+04.11	224+37.16	133.05				164730.31	460394.36	164618.16	460465.94	S32° 32' 53"E
C209	224+37.16	224+75.15	37.99	19°47'11"	110.00	37.80	164618.16	460465.94	164590.27	460491.45	S42° 26' 28"E
L210	224+75.15	225+23.99	48.84				164590.27	460491.45	164560.43	460530.11	S52° 20' 04"E
C210	225+23.99	225+57.11	33.13	18°58'46"	100.00	32.97	164560.43	460530.11	164536.25	460552.54	S42° 50' 41"E
L211	225+57.11	226+02.14	45.02				164536.25	460552.54	164498.64	460577.29	S33° 21' 18"E
C211	226+02.14	226+73.20	71.06	32°34'15"	125.00	70.11	164498.64	460577.29	164453.24	460630.71	S49° 38' 25"E
L212	226+73.20	227+50.46	77.26				164453.24	460630.71	164421.72	460701.25	S65° 55' 32"E
C212	227+50.46	228+12.59	62.13	28°28'44"	125.00	61.49	164421.72	460701.25	164411.22	460761.84	S80° 09' 55"E
L213	228+12.59	228+22.46	9.87				164411.22	460761.84	164411.98	460771.69	N85° 35' 43"E
C213	228+22.46	229+76.84	154.38	63°10'55"	140.00	146.68	164411.98	460771.69	164344.96	460902.16	S62° 48' 49"E
L214	229+76.84	230+85.98	109.14				164344.96	460902.16	164251.63	460958.73	S31° 13' 22"E
C214	230+85.98	231+73.62	87.64	33°28'35"	150.00	86.40	164251.63	460958.73	164167.98	460980.34	S14° 29' 05"E
L215	231+73.62	231+78.62	5.00				164167.98	460980.34	164162.99	460980.15	S2° 15' 13"W
C215	231+78.62	232+43.03	64.41	33°32'51"	110.00	63.49	164162.99	460980.15	164101.52	460996.07	S14° 31' 13"E
L216	232+43.03	234+66.08	223.05				164101.52	460996.07	163910.92	461111.93	S31° 17' 38"E



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LIC. NO. 23211 DATE 3/25/2013

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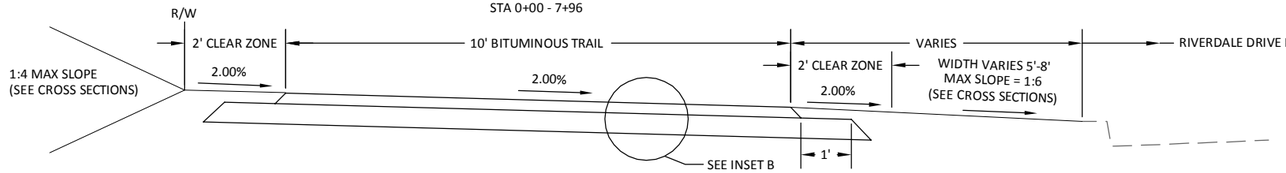
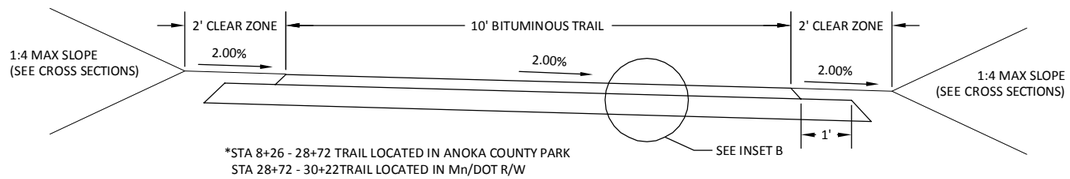
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) ALIGNMENT TABULATION
SP 103-090-003

SHEET 14 OF 53

WEST TRAIL
STA 0+00 - 7+96

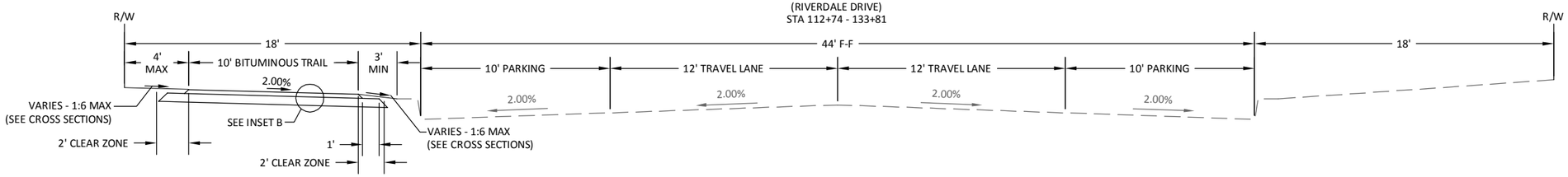


WEST TRAIL*
STA 8+09 - 30+49

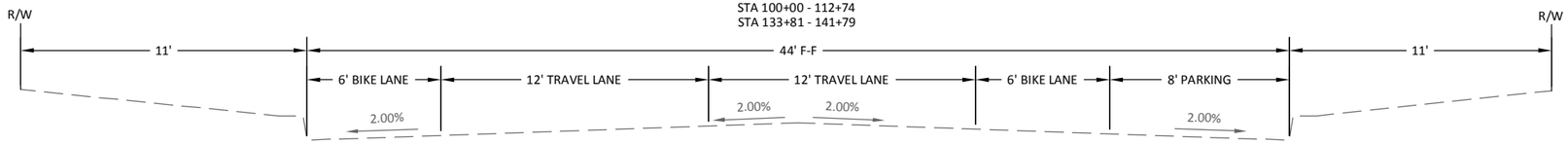


*STA 8+26 - 28+72 TRAIL LOCATED IN ANOKA COUNTY PARK
STA 28+72 - 30+22TRAIL LOCATED IN Mn/DOT R/W

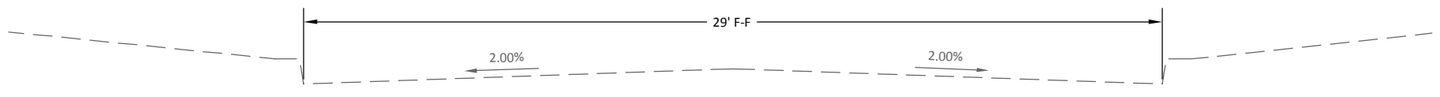
CENTRAL TRAIL
(RIVERDALE DRIVE)
STA 112+74 - 133+81



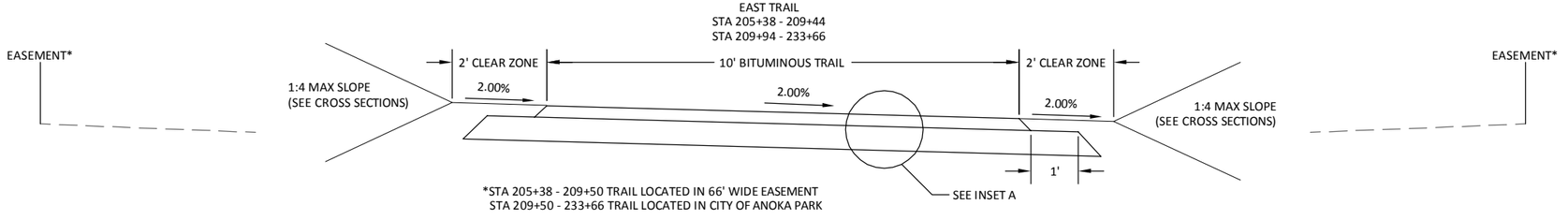
CENTRAL TRAIL
(RIVERDALE DRIVE)
STA 100+00 - 112+74
STA 133+81 - 141+79



CENTRAL TRAIL
(TUNGSTEN STREET & RIVLYN AVENUE)
STA 141+79 - 151+08

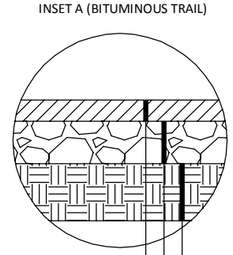


EAST TRAIL
STA 205+38 - 209+44
STA 209+94 - 233+66



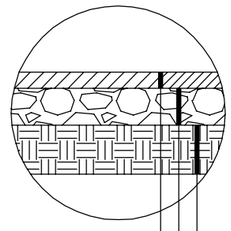
*STA 205+38 - 209+50 TRAIL LOCATED IN 66' WIDE EASEMENT
STA 209+50 - 233+66 TRAIL LOCATED IN CITY OF ANOKA PARK

INSET A (BITUMINOUS TRAIL)



3" TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) [SPWEA240B] (2360)
6" AGGREGATE BASE CLASS 5 (2357)
SUBGRADE PREPARATION - INCIDENTAL (2112)

INSET B (BITUMINOUS TRAIL)



2" TYPE SP 9.5 WEARING COURSE MIXTURE (2,B) [SPWEA240B] (2360)
4" AGGREGATE BASE CLASS 5 (2357)
SUBGRADE PREPARATION - INCIDENTAL (2112)

NOTE:

THE 2' TRAIL CLEAR ZONE ON EITHER SIDE OF THE TRAIL SHOULD BE AT THE SAME CROSS SLOPE AS THE TRAIL IN MOST CASES.

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LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
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CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
TYPICAL SECTIONS
SP 103-090-003

SHEET 15 OF 53

GENERAL PROJECT INFORMATION:

RESPONSIBLE PARTIES:
The Contractor and Owner must apply for coverage under the MPCA's General Storm Water Permit for Construction Activity as required by the National Pollutant Discharge Elimination System (NPDES) Phase II program. Coverage under the permit will begin automatically 7 calendar days after the postmarked date on the permit application. [Longer time frames apply to sites that: (1) disturb areas greater than 50 acres AND discharge within 1 mile of a Special or Impaired Water; or (2) Use alternative storm water treatment techniques].

Owner:	CITY OF ANOKA	<NAME>	XXX.XXX.XXXX
		Contact Person	Phone
SWPPP Preparer:	BOLTON & MENK, INC.	KEVIN KIELB	651.704.9970
		Contact Person	Phone
Contractor:	(SUPPLIED BY CONTRACTOR)	<NAME>	XXX.XXX.XXXX
		Contact Person	Phone
Person Responsible For Inspections:	(SUPPLIED BY CONTRACTOR)	<NAME>	XXX.XXX.XXXX
		Contact Person	Phone
Party Responsible for Long Term O&M of Permanent Storm Water Management Facility:	CITY OF ANOKA	GREG LEE	763.576.2700
		Contact Person	Phone

PROJECT LOCATION:

County, State	Township	Range	Section(s)	Latitude	Longitude
Anoka, MN	31,32	25	2,33,34,35	45.21997	93.43295

PROJECT DESCRIPTION:
This project includes disturbance of approximately 5.5 acres. Construction activities include performing removals, aggregate base construction, and concrete and bituminous construction.

Soils on the site are primarily of Hydrologic Soil Group Type A, with high infiltration capacity.

Planned Construction Start Date: 8/1/2013
Estimated Construction Completion Date: 7/1/2014

PROJECT AREAS:
Total Project Size (disturbed area) = 5.5 AC

Existing area of impervious surface = 0 AC
Post construction area of impervious surface = 2.3 AC
Total new impervious surface area created = 2.3 AC

STORM WATER MANAGEMENT:
Type of storm water management used if more than 1 acre of new impervious surface is created:

Wet sedimentation basin [ ] Regional pond [ ] Alternative methods [ ]
Infiltration [ ] Permanent storm water
Filtration [ ] management not required [X]

Required Water Quality Volume: N/A
Design Water Quality Volume: N/A
Elevation of Water Quality Volume Storage: N/A
Surface Area at Water Quality Volume Storage: N/A
Allowable Discharge of Water Quality Volume: N/A
Designed Discharge for Water Quality Volume: N/A
Required Infiltration Volume: N/A
Designed Infiltration Volume: N/A

The stormwater from the Mississippi West Regional Park and King's Island drains south to the Mississippi River. Stormwater from Riverdale Dr. is collected in catch basins and carried south. No change in the overall stormwater conveyance system is expected as a result of the project.

RECEIVING WATERS:
Surface waters which will receive storm water from the site within 1 mile of project boundary. Include waters shown on USGS 7.5 minute quad and all waters identified in Appendix A of the permit.

Name of Water Body	Type (ditch, pond, wetland, lake, etc.)	Appendix A Special Water?	Flows to Impaired Water within 1 mile?	USEPA Approved TMDL?
Mississippi River	River	YES	NO	NO

Impairment:

CONSTRUCTION ACTIVITY NOTES:

EROSION PREVENTION PRACTICES:
Phased construction will be used to extent practical or as indicated in the plans to minimize exposed soils.

Areas not to be disturbed shall be delineated with flags, stakes, signs, silt fence, etc. prior to work beginning. The normal wetted perimeter of all ditches or swales, including storm water management pond slopes, that drain waters from the site must be stabilized within 200' of any property edge or discharge point, including storm sewer inlets, within 24 hours of connection.

Energy dissipation or other outlet treatment must be installed within 24 hours of connection.

All exposed soils must be stabilized as soon as possible but in no case later than 14 days after the construction activity has temporarily or permanently ceased.

Seed and/or sod, fertilizer, and mulch shall be placed as indicated in the plans and project specifications.

Rapid stabilization shall be of type and quantity indicated in the project specifications. Additional rapid stabilization may be necessary to minimize erosion throughout the duration of the project. Type and quantity shall be determined by the engineer or inspector prior to installation.

If the Contractor stockpiles material on site, he shall install the appropriate erosion control devices around the stockpile and perform the best management practices possible to avoid erosion from the stockpile.

Temporary (or permanent) sedimentation ponds are required for areas > 10 acres of disturbed soils draining soils draining to one point.

SEDIMENT CONTROL PRACTICES:
Installation of silt fence and all other down gradient sediment protection measures shall be completed prior to commencement of upstream land disturbing activities.

Silt fence shall be installed along constant contours with continuous lengths not to exceed 600 feet. As indicated on plans, silt fence will be periodically broken and hooked upslope in "J-hook" or "smile" patterns to provide ponding and slow runoff.

No unbroken slope lengths greater than 75 feet are permitted when slope is 3:1 or greater. Slope shall be broken with silt fence or biorolls as indicated on plans.

Install ditch checks (Biorolls) as shown in plan. Ditch checks to be installed after street is removed and left in place until final restoration is established.

BMP	QUANTITY
SILT FENCE	7150 LIN FT
STORM DRAIN INLET PROTECTION	12 EACH
SODDING TYPE LAWN	2850 SY
EROSION CONTROL BLANKET	15250 SY

Vehicle tracking to be minimized to all practical extents. All eroded material that leaves the construction zone shall be collected by the contractor and returned to the site at the contractor's expense.

All stock piles shall be surrounded by silt fence and seeded with temporary seed and mulch. See erosion and sediment control plans.

All site storm sewer inlets, as well as off site downstream inlets with potential to receive sediment, shall be protected with approved inlet protection measures at all times. Inlets shall remain protected until site is 100% stabilized and vegetation is at least 70% established. Inlet protection may be removed in winter, if the project has an approval letter from jurisdictional authority or can produce it within 72 hours.

POLLUTION PREVENTION:
All solid waste collected from the construction site must be disposed of in accordance with MPCA disposal requirements.

Concrete washout must be contained in device such as provided by Neaton Brothers Concrete Washout LLC, or equivalent unit. Unit must be maintained to manufacturer recommendation.

All hazardous materials (e.g., oil, gasoline, fuel, antifreeze, paint, cleaning solvents, curing compounds, fertilizers, etc.) must be properly stored (including secondary containment when necessary) to prevent spills, leaks, or other discharge. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.

External washing areas must be limited to a defined area of the site. All runoff containing any hazardous material must be properly collected and disposed of. Defined area must be contained with heavy- or super-duty silt fence. NO ENGINE DEGREASING ALLOWED ON SITE.

The contractor is responsible for monitoring air pollution and ensuring it does not exceed levels set by local, state, or federal regulations. This includes dust created by work being performed on the site. Air pollution and dust control correction is considered incidental to the unit bid prices for which work is being performed. Additional dust control measures may be required by the Engineer.

INSPECTION & MAINTENANCE:
The permittees must routinely inspect the construction site once every seven (7) days during active construction and within 24 hours of a rainfall event greater than 0.5 inches in a 24 hour period.

All inspections performed during construction must be recorded and records retained on site with the SWPPP in accordance with the storm water permit. Records must include a site map showing areas of land disturbing activities and areas where activities have temporarily or permanently ceased.

Silt fence, biorolls and inlet protection devices must be maintained when non-functional or when accumulated sediment reaches 1/3 of device height.

Off site vehicle tracking to be removed within 24 hours of occurrence.

All non-functional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours of discovery, or as soon as field conditions allow access.

FINAL STABILIZATION:
The permittees must submit a Notice of Termination (N.O.T.) within 30 days of final stabilization or transferring permit responsibility to another owner or operator.

The Contractor must ensure final stabilization of the site. Final stabilization shall include a minimum of 70% vegetation establishment (100% stabilized) on all pervious areas.

All temporary erosion control measures and BMPs must be removed as part of the final site stabilization, unless directed otherwise by owner or engineer.

IMPLEMENTATION SCHEDULE & PHASING:
1) Install silt fence and inlet protection.
2) Clear, grub, and grade site.
3) Add additional temporary BMP?s as necessary during construction based on inspection reports.
4) Ensure final stabilization measures are complete.
5) Submit Notice of Termination (NOT) to MPCA within 30 days of final stabilization.

RECORD RETENTION:
The SWPPP, all changes to it, and inspections and maintenance records must be kept at the site during construction. All owner(s) must retain the following for 3 years after submittal of NOT:
1) SWPPP;
2) Any other permits required for the project;
3) Inspection and maintenance logs;
4) All permanent operation and maintenance agreements for surface water facilities;
5) All design calculations for temporary and permanent storm water management.

PLAN SHEETS:
Sheet numbers 17-20 of this plan set are also considered a part of the SWPPP for this project.

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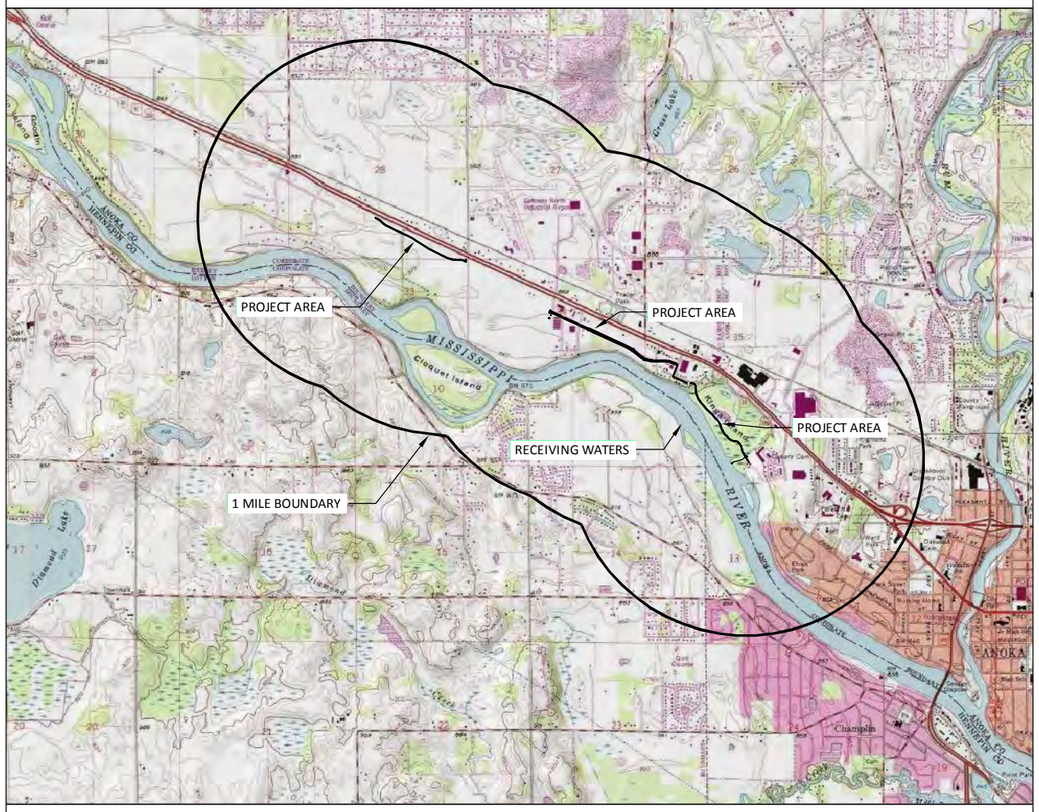
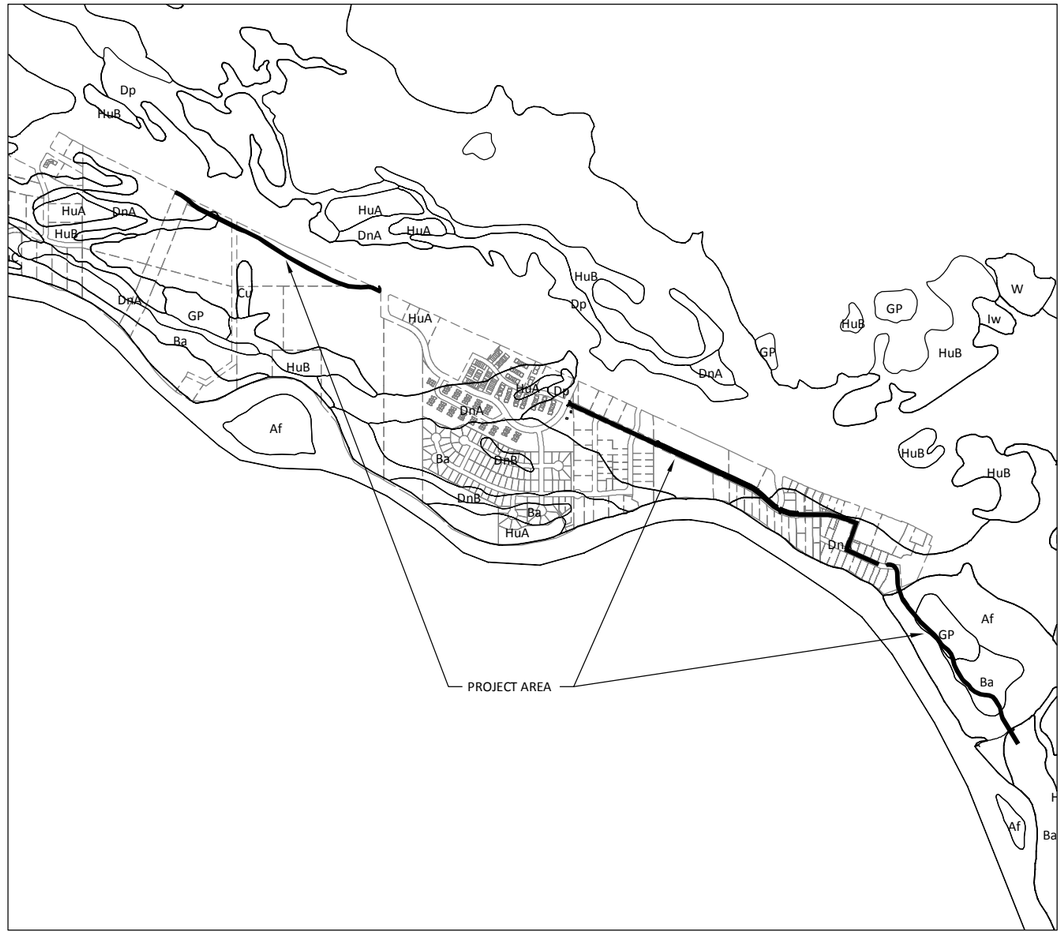
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
SWPPP NARATIVE
SP 103-090-003

USGS QUAD MAP



HORZ. 0 2000 4000 SCALE FEET

USDA SCS SOIL SURVEY MAP



HORZ. 0 1000 2000 SCALE FEET

SOIL TYPES SUMMARY

Af - Alluvial land, mixed, frequently flooded
Ba - Becker very fine sandy loam
Cu - Cut and fill land
DnA - Dickman sandy loam, 0 to 2 percent slopes
DnB - Dickman sandy loam, 2 to 6 percent slopes
Dp - Duelm loamy coarse sand
GP - Pits, gravel-Udisamments complex
HuA - Hubbard coarse sand, 0 to 2 percent slopes
HuB - Hubbard coarse sand, 2 to 6 percent slopes
Iw - Isanti fine sandy loam
W - Water

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CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
SWPPP FIGURES
SP 103-090-003

SHEET 17 OF 53

WB TH 10

EB TH 10

BP: 0+00.00

PC: 0+61.06

PT: 2+14.45

PC: 3+03.13

PT: 3+64.52

EROSION CONTROL BLANKET CATEGORY 3. NATURAL BIODEGRADABLE (NOT PHOTODEGRADABLE) NETTING AND STICHING MATERIAL

RIVERDALE DRIVE

PC: 9+73.90

PT: 10+08.83

PC: 10+67.45

PT: 12+78.62

PC: 13+85.20

SUBDIVISION NO. 34

EROSION CONTROL LEGEND

- MS — MACHINE SLICED SILT FENCE
- HD — HEAVY DUTY SILT FENCE
- WB — WIRE BACKED SILT FENCE
- SD — SUPER DUTY SILT FENCE
- FLOTATION SILT CURTAIN
- RIP RAP
- INLET PROTECTION
- DITCH CHECK - BIOLOG
- DITCH CHECK - ROCK
- CULVERT / PIPE PROTECTION
- TEMPORARY SEDIMENT BASIN W/ PIPE DRAIN
- SEDIMENT — TEMPORARY SEDIMENT TRAP
- DIVERSION AND PIPE DRAIN
- SANDBAGS
- CONCENTRATED SURFACE FLOW
- C/W — CONCRETE WASHOUT
- BLANKET
- TEMPORARY MULCH
- MULCH
- HYDROMULCH
- SOD
- TURF REINFORCEMENT MAT (TRM)
- OTHER APPROVED BEST MANAGEMENT PRACTICE (BMP)
- CONSTRUCTION ENTRANCE / EXIT

EB TH 10

PT: 23+55.16

PC: 24+60.73

PT: 27+69.38

PC: 28+75.58

PT: 29+25.87

EP: 30+49.09

EROSION CONTROL BLANKET CATEGORY 3. NATURAL BIODEGRADABLE (NOT PHOTODEGRADABLE) NETTING AND STICHING MATERIAL

HORZ. SCALE 0 50 100 FEET

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CITY OF ANOKA, MINNESOTA

MISSISSIPPI RIVER TRAIL

TEMPORARY EROSION CONTROL & TURF ESTABLISHMENT - WEST TRAIL

SP 103-090-003

SHEET 18 OF 53

EROSION CONTROL LEGEND

- MS — MACHINE SLICED SILT FENCE
- HD — HEAVY DUTY SILT FENCE
- WB — WIRE BACKED SILT FENCE
- SD — SUPER DUTY SILT FENCE
- FLOTATION SILT CURTAIN
- RIP RAP
- INLET PROTECTION
- DITCH CHECK - BIOLOG
- DITCH CHECK - ROCK
- CULVERT / PIPE PROTECTION
- TEMPORARY SEDIMENT BASIN W/ PIPE DRAIN
- SEDIMENT — TEMPORARY SEDIMENT TRAP
- DIVERSION AND PIPE DRAIN
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- CONCENTRATED SURFACE FLOW
- C/W — CONCRETE WASHOUT
- BLANKET
- TEMPORARY MULCH
- MULCH
- HYDROMULCH
- SOD
- TURF REINFORCEMENT MAT (TRM)
- OTHER APPROVED BEST MANAGEMENT PRACTICE (BMP)
- CONSTRUCTION ENTRANCE / EXIT

RIVERDALE DRIVE

SUNFISH LAKE BOULEVARD

RIVERDALE DRIVE

HORZ. SCALE 0 50 100 FEET

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CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
TEMPORARY EROSION CONTROL & TURF ESTABLISHMENT - CENTRAL TRAIL
SP 103-090-003

SHEET 19 OF 53

EROSION CONTROL LEGEND

MS — MACHINE SLICED SILT FENCE	DITCH CHECK - ROCK	BLANKET	SOD
HD — HEAVY DUTY SILT FENCE	CULVERT / PIPE PROTECTION	TEMPORARY MULCH	TURF REINFORCEMENT MAT (TRM)
WB — WIRE BACKED SILT FENCE	TEMPORARY SEDIMENT BASIN W/ PIPE DRAIN	MULCH	OTHER APPROVED BEST MANAGEMENT PRACTICE (BMP)
SD — SUPER DUTY SILT FENCE	TEMPORARY SEDIMENT TRAP	HYDROMULCH	CONSTRUCTION ENTRANCE / EXIT
FLOTATION SILT CURTAIN	DIVERSION AND PIPE DRAIN		
RIP RAP	SANDBAGS		
INLET PROTECTION	CONCENTRATED SURFACE FLOW		
DITCH CHECK - BIOLOG	CONCRETE WASHOUT		

EROSION CONTROL BLANKET CATEGORY 3.
NATURAL BIODEGRADABLE (NOT PHOTODEGRADABLE) NETTING AND STICHING MATERIAL

RIVLYN AVENUE

EROSION CONTROL BLANKET CATEGORY 3.
NATURAL BIODEGRADABLE (NOT PHOTODEGRADABLE) NETTING AND STICHING MATERIAL

HORZ. 0 50 100
SCALE FEET

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CHECKED	KPK

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CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
TEMPORARY EROSION CONTROL & TURF ESTABLISHMENT - EAST TRAIL
SP 103-090-003

SHEET 20 OF 53

WB TH 10

EB TH 10

REMOVE 20 LF
CHAIN LINK FENCE

REMOVE 25 LF
CURB AND GUTTER

REMOVE 25 LF
CURB AND GUTTER

APPROXIMATE GRADING LIMITS

OUTLOT A

RIVERDALE DRIVE

SUBDIVISION NO. 34

EXISTING

CBMH 5

CBMH 4

CBMH 2

CBMH 6

CBMH 8

CBMH 9

CBMH 7

CB 1

CB 11

CBMH 10

EB TH 10

PROTECT EXISTING
BILLBOARD

REMOVE 40 FT
WOVEN WIRE FENCE

RIVE

REMOVALS LEGEND

REMOVE CONCRETE CURB AND GUTTER

CLEAR AND GRUB

HORZ. SCALE 0 50 100 FEET

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ROCHESTER, MN SPENCER, IA

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CITY OF ANOKA, MINNESOTA

MISSISSIPPI RIVER TRAIL

REMOVALS - WEST TRAIL

SP 103-090-003

SHEET 21 OF 53

FELDSPAR STREET

RELOCATE STREET SIGN

REMOVE 25 LF CURB AND GUTTER

REMOVE EXISTING ℄ STRIPING

REMOVE EXISTING SHOULDER STRIPING

RIVERDALE DRIVE

REMOVE EXISTING ℄ STRIPING

REMOVE EXISTING SHOULDER STRIPING

EBONY STREET

RELOCATE STREET SIGN

REMOVE 25 LF CURB AND GUTTER

REMOVE EXISTING SHOULDER STRIPING

REMOVE 25 LF CURB AND GUTTER

DOLOMITE STREET

REMOVE 25 LF CURB AND GUTTER

REMOVE EXISTING ℄ STRIPING

REMOVALS LEGEND

REMOVE CONCRETE CURB AND GUTTER

CLEAR AND GRUB

TRIM TREE AS NEEDED TO MAINTAIN TRAIL CLEAR ZONE

RELOCATE PRIVATE UTILITY PEDESTAL (BY OTHERS)

RELOCATE FIRE HYDRANT OUTSIDE OF TRAIL CLEAR ZONE

RIVERDALE DRIVE

REMOVE 25 LF CURB AND GUTTER

REMOVE 25 LF CURB AND GUTTER

HORZ. SCALE 0 50 100 FEET

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KEVIN P. KIELB, P.E.

LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK

DRAWN AK

CHECKED KPK

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CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

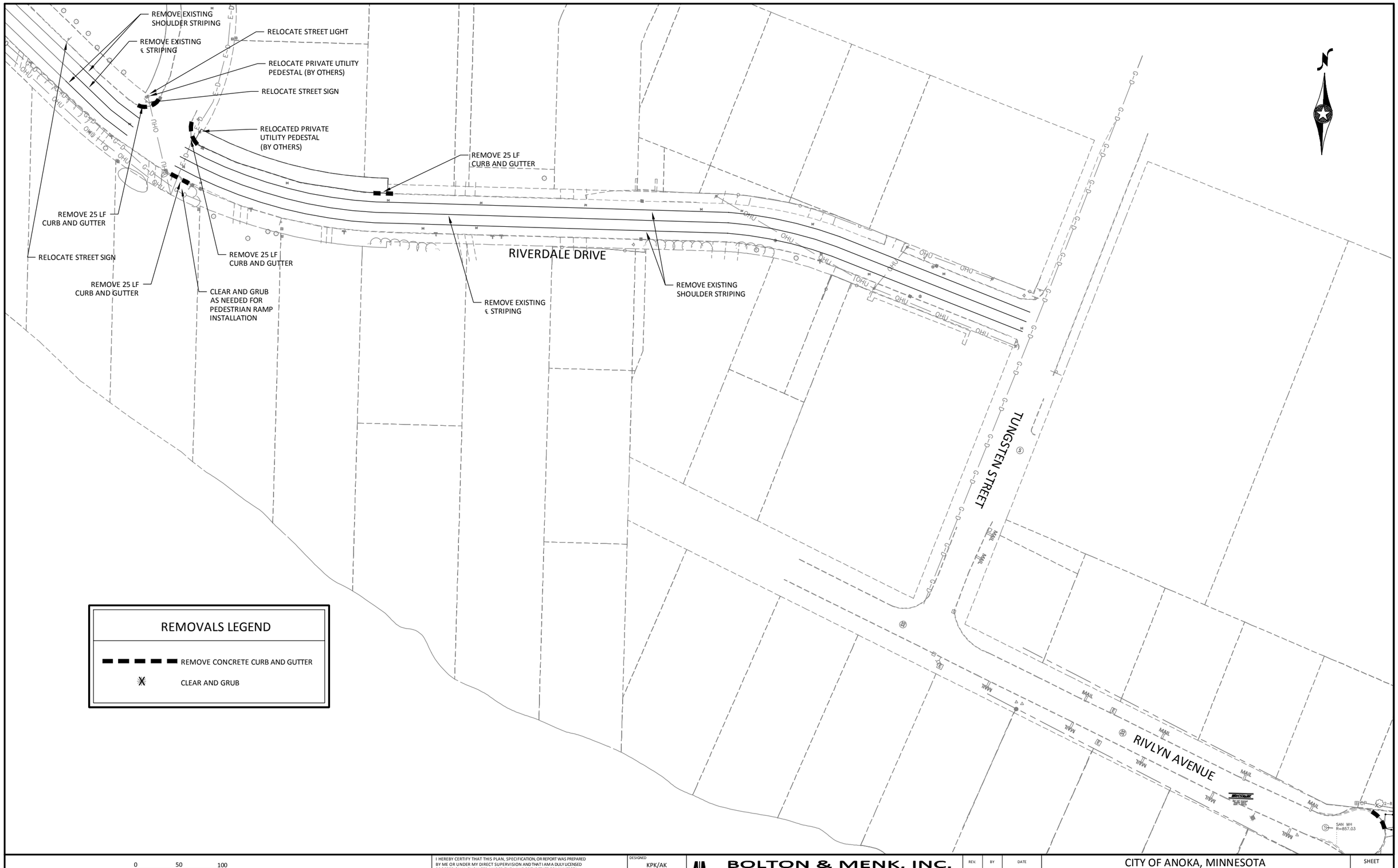
CITY OF ANOKA, MINNESOTA

MISSISSIPPI RIVER TRAIL

REMOVALS - CENTRAL TRAIL

SP 103-090-003

SHEET 22 OF 53



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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
REMOVALS - CENTRAL TRAIL
SP 103-090-003

REMOVE 20 LF CHAIN LINK FENCE

REMOVE 25 LF CURB AND GUTTER

REMOVE 2 EA CONCRETE APRON

REMOVE 31 LF 48" RCP

APPROXIMATE GRADING LIMITS

REMOVALS LEGEND

REMOVE CONCRETE CURB AND GUTTER

CLEAR AND GRUB

APPROXIMATE GRADING LIMITS

REMOVE 20 LF FENCE

REMOVE 20 LF FENCE

HORZ. SCALE 0 50 100 FEET

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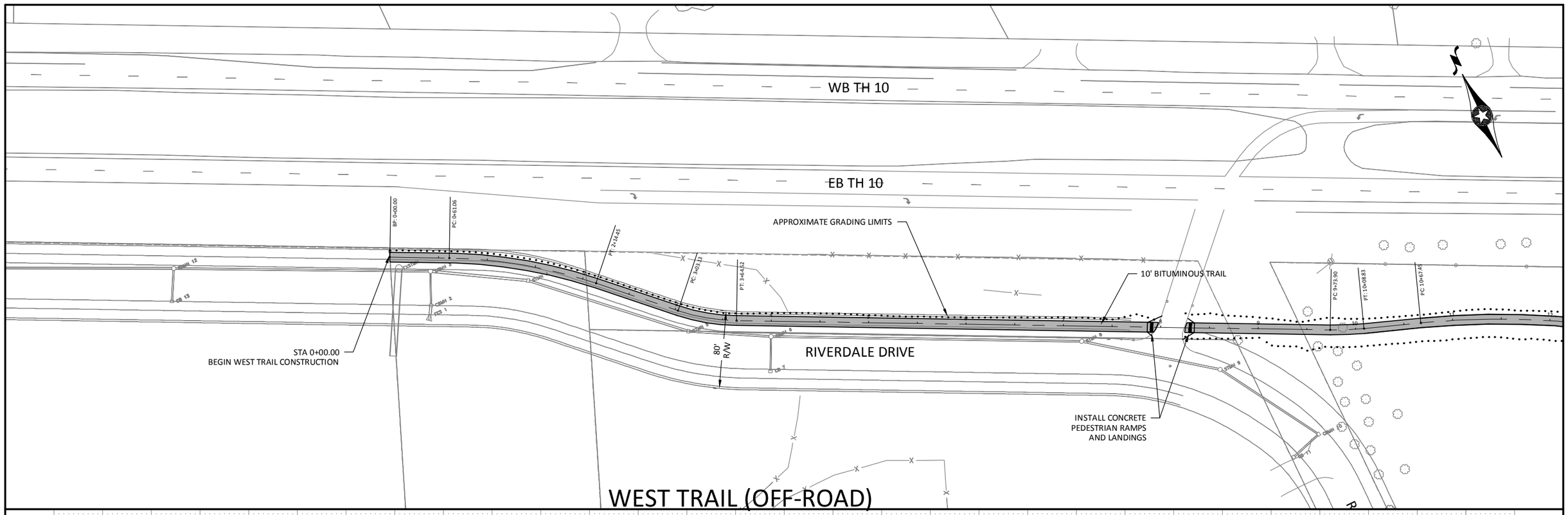
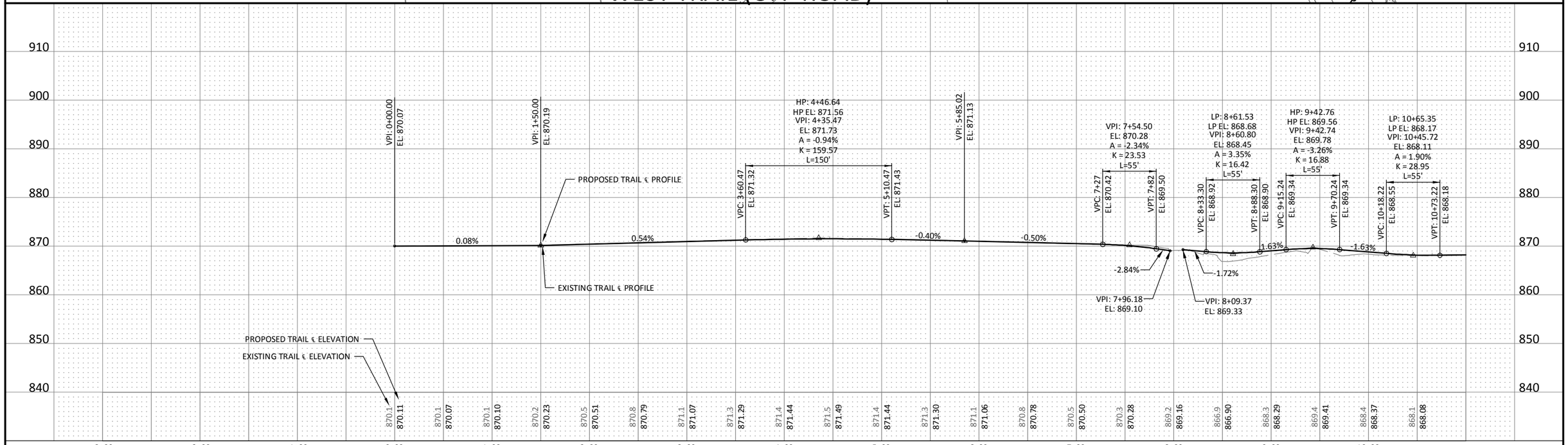
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
REMOVALS - EAST TRAIL
SP 103-090-003

SHEET 24 OF 53



WEST TRAIL (OFF-ROAD)



HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 10 20 FEET

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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 25 OF 53

EB TH-10

10' BITUMINOUS TRAIL

INSTALL CONCRETE PEDESTRIAN RAMPS AND LANDINGS

APPROXIMATE GRADING LIMITS

RIVERDALE DRIVE

PC: 9+73.90

PT: 10+08.83

PC: 10+67.74

PT: 12+78.62

PC: 13+85.20

WEST TRAIL (OFF-ROAD)

VPI: 8+09.37
EL: 869.33

LP: 8+61.53
LP EL: 868.68
VPI: 8+60.80
EL: 868.45
A = 3.35%
K = 16.42
L=55'

VPC: 8+33.30
EL: 868.92

VPT: 8+88.30
EL: 868.90

1.72%

HP: 9+42.76
HP EL: 869.56
VPI: 9+42.74
EL: 869.78
A = -3.26%
K = 16.88
L=55'

VPC: 9+15.24
EL: 869.34

VPT: 9+70.24
EL: 869.34

1.63%

-1.63%

LP: 10+65.35
LP EL: 868.17
VPI: 10+45.72
EL: 868.11
A = 1.90%
K = 28.95
L=55'

VPC: 10+18.22
EL: 868.55

VPT: 10+73.22
EL: 868.18

0.27%

HP: 12+55.68
HP EL: 868.63
VPI: 12+49.66
EL: 868.66
A = -0.45%
K = 123.39
L=55'

VPC: 12+22.16
EL: 868.59

VPT: 12+77.16
EL: 868.61

PROPOSED TRAIL ℄ PROFILE

-0.17%

LP: 15+50.78
LP EL: 868.16
VPI: 15+48.98
EL: 868.14
A = 0.33%
K = 168.32
L=55'

VPC: 15+21.48
EL: 868.19

VPT: 15+76.48
EL: 868.18

0.15%

VPI: 17+27.25
EL: 868.41
A = 0.74%
K = 74.27
L=55'

VPC: 16+99.75
EL: 868.37

VPT: 17+54.75
EL: 868.66

0.89%

HP: 18+51.17
HP EL: 869.44
VPI: 18+60.20
EL: 869.60
A = -2.66%
K = 20.68
L=55'

VPC: 18+32.70
EL: 869.35

VPT: 18+87.70
EL: 869.11

1.77%

VPI: 19+40.67
EL: 868.18
A = -3.02%
K = 18.19
L=55'

VPC: 19+13.17
EL: 868.66

VPT: 19+68.17
EL: 866.86

-4.79%

LP: 20+82.29
LP EL: 863.49
VPI: 20+44.78
EL: 863.19
A = 5.47%
K = 18.27
L=100'

VPC: 19+94.78
EL: 865.59

VPT: 20+94.78
EL: 863.53

0.68%

HP: 21+48.99
HP EL: 863.85
VPI: 21+60.22
EL: 863.98
A = -2.31%
K = 23.80
L=55'

VPC: 21+32.72
EL: 863.79

VPT: 21+87.72
EL: 863.53

EXISTING TRAIL ℄ PROFILE

PROPOSED TRAIL ℄ ELEVATION

EXISTING TRAIL ℄ ELEVATION

910 900 890 880 870 860 850 840

869.2 869.16 866.9 866.90 868.3 868.29 869.4 869.41 868.4 868.37 868.1 868.08 868.2 868.24 868.2 868.21 868.6 868.62 868.2 868.22 868.2 868.21 868.0 867.98 867.9 867.90 867.9 867.95 868.1 868.10 867.8 867.82 867.8 867.80 867.9 867.89 868.0 868.00 868.2 868.16 869.1 869.08 869.6 869.59 869.3 869.28 867.8 867.79 865.1 865.10 863.4 863.44 863.4 863.41 864.0 863.97

8+00 9+00 10+00 11+00 12+00 13+00 14+00 15+00 16+00 17+00 18+00 19+00 20+00 21+00

HORZ. SCALE 0 50 100 FEET

VERT. SCALE 0 10 20 FEET

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DRAWN AK
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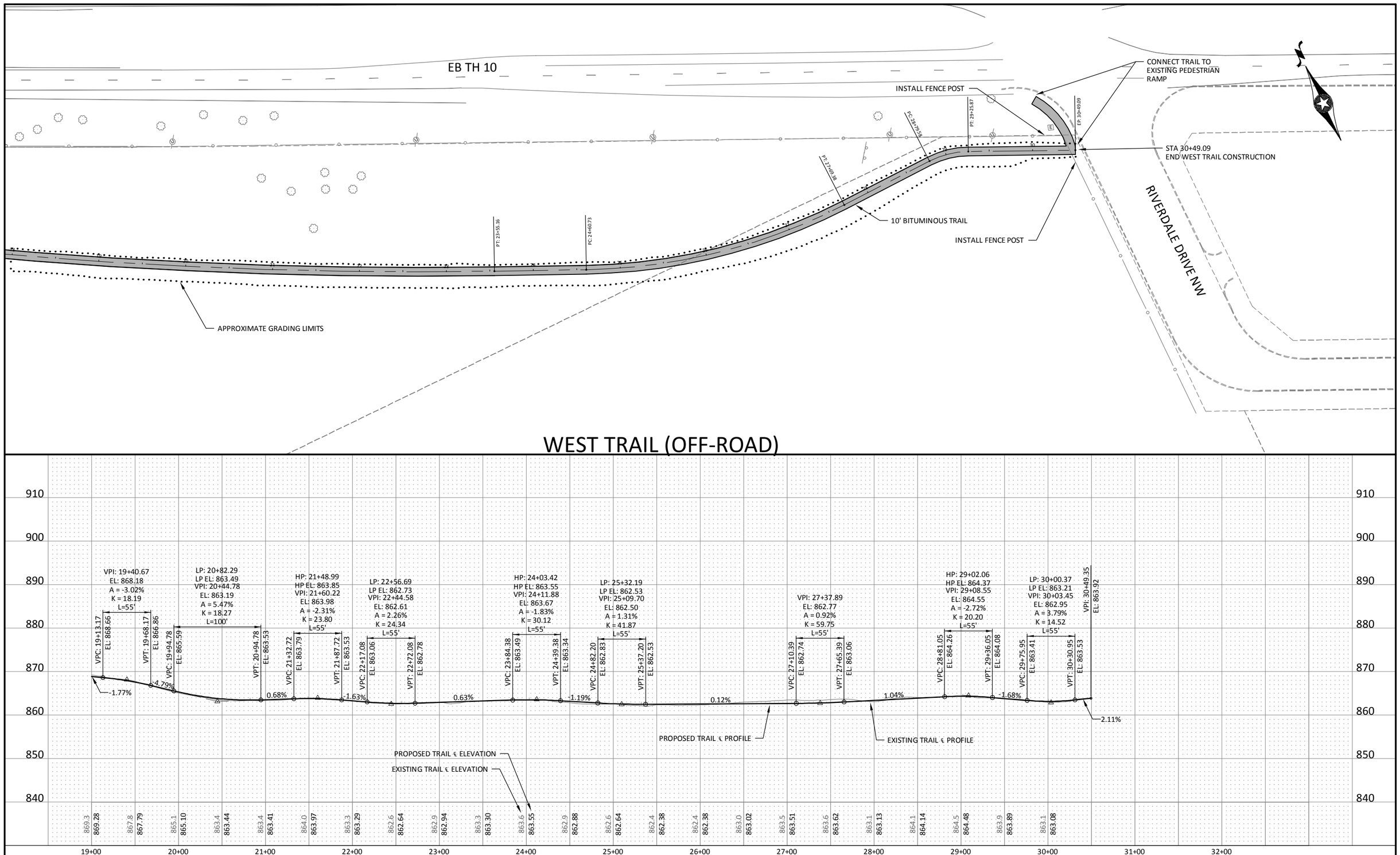
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 26 OF 53



WEST TRAIL (OFF-ROAD)

HORZ. SCALE 0 50 100 FEET

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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 27 OF 53

FELDSPAR STREET

139TH LANE

RIVERDALE DRIVE

EBONY STREET

DOLOMITE STREET

66' R/W

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

36"x120" WHITE CROSSWALK MARKING - EPOXY

STA 100+00.00
BEGIN ON-ROAD BIKE LANES

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

INSTALL INTERPRETIVE SIGN (SEE DETAIL)

RESTROOM BY OTHERS (2013 CONSTRUCTION)

SHELTER BY OTHERS (2013 CONSTRUCTION)

4" SOLID WHITE - EPOXY

4" DOUBLE SOLID YELLOW - EPOXY

R3-17 (24X30) BIKE LANE

R8-3A (24X24)

R3-17 (24X18) BIKE LANE

STA 112+73.65
END ON-ROAD BIKE LANES
BEGIN OFF-ROAD SHARED USE PATH

STOP R1-1 (30X30)

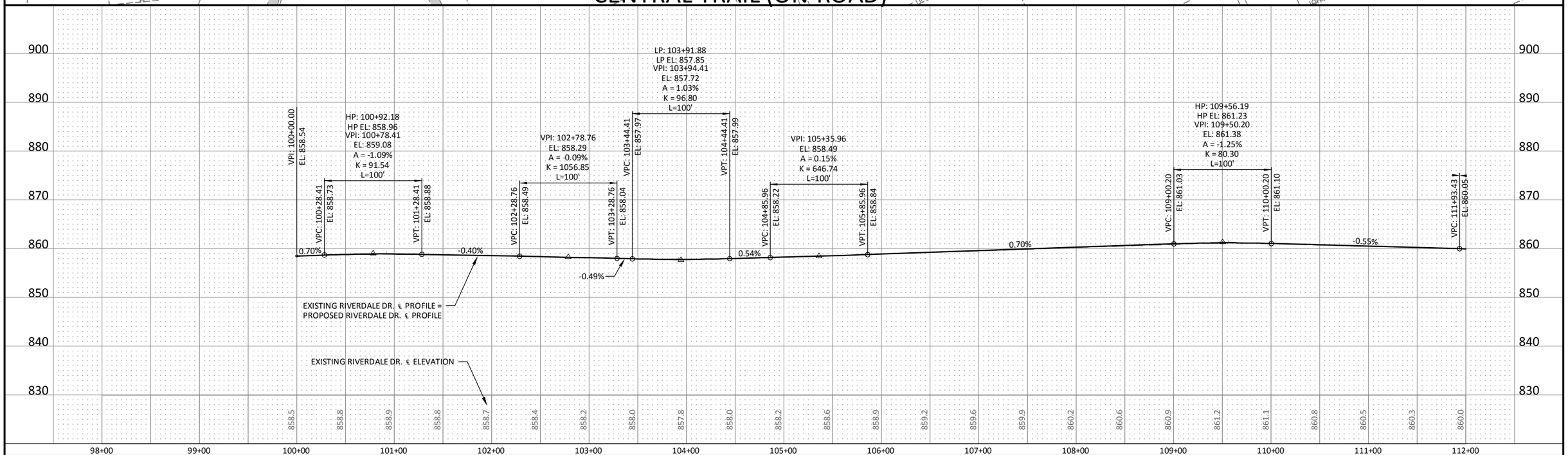
D11-1 (24X18) BIKE ROUTE D1-1

W11-15 (30X30)

D1-1 (VARIES)
MISS. R. TRAIL

D11-1 (24X18) BIKE ROUTE

CENTRAL TRAIL (ON-ROAD)



HORZ. SCALE 0 50 100 FEET
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ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
CENTRAL TRAIL (ON-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 28 OF 53

SIGNS SHALL BE INSTALLED TO MAINTAIN
2' CLEAR ZONE FROM PROPOSED TRAIL

R3-17 (24X18) BIKE LANE
R8-3A (24x24)
R1-1 (30X30) STOP
D11-1 (24x18) BIKE ROUTE
D1-1 (VARIES x6") MRKR. R. TRAIL
W11-15 (30X30)
R8-3A (24x24)

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

4" SOLID WHITE - EPOXY

RIVERDALE DRIVE

80' R/W

4" SOLID WHITE - EPOXY

36"x120" WHITE CROSSWALK MARKING - EPOXY

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

4" DOUBLE SOLID YELLOW - EPOXY

D1-1 (VARIES x6") MRKR. R. TRAIL
D11-1 (24x18) BIKE ROUTE

CENTRAL TRAIL (OFF-ROAD)

VPI: 112+73.65
EL: 859.50

VPC: 113+50.10
EL: 858.85

VPI: 114+00.10
EL: 858.43
A = -0.29%
K = 340.23
L=100'

VPT: 114+50.10
EL: 857.86

VPC: 115+01.28
EL: 857.28

VPI: 115+51.28
EL: 856.70
A = -0.09%
K = 1112.67
L=100'

VPT: 116+01.28
EL: 856.09

VPC: 116+50.01
EL: 855.49

LP: 117+37.62
LP EL: 854.95
VPI: 117+00.01
EL: 854.87
A = 1.40%
K = 71.19
L=100'

VPT: 117+50.01
EL: 854.96

VPC: 119+00
EL: 855.22

VPI: 119+50
EL: 855.31
A = 0.19%
K = 536.50
L=100'

VPT: 120+00
EL: 855.49

-0.85%
-1.14%
-1.23%
0.17%
0.36%

PROPOSED RIVERDALE DR. TRAIL ℄ PROFILE
EXISTING RIVERDALE DR. TRAIL ℄ PROFILE
PROPOSED RIVERDALE DR. TRAIL ℄ ELEVATION
EXISTING RIVERDALE DR. TRAIL ℄ ELEVATION

| | | |

SIGNS SHALL BE INSTALLED TO MAINTAIN 2' CLEAR ZONE FROM PROPOSED TRAIL

SUNFISH LAKE BOULEVARD

RIVERDALE DRIVE

36"x120" WHITE CROSSWALK MARKING - EPOXY

INSTALL CONCRETE PEDESTRIAN RAMPS AND LANDINGS

INSTALL CONCRETE PEDESTRIAN RAMPS AND LANDINGS

36"x120" WHITE CROSSWALK MARKING - EPOXY

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

4" SOLID WHITE - EPOXY

4" DOUBLE SOLID YELLOW - EPOXY

4" SOLID WHITE - EPOXY

INSTALL CONCRETE PEDESTRIAN RAMP AND LANDING

STA 133+80.74
END OFF-ROAD SHARED USE PATH
BEGIN ON-ROAD BIKE LANES

W11-15 (30X30)
D1-1 (VARIES)
D11-1 (24X18)
R1-1 (30X30)
R3-17 (24X18)
R8-3A (24X24)
W16-1P (18X24)
W11-1 (24X24)
R8-3A (24X24)

CENTRAL TRAIL (OFF-ROAD)

HP: 125+90.92
HP EL: 857.55
VPI: 126+04.61
EL: 857.67
A = -0.99%
K = 100.72
L=100'

VPC: 125+54.61 EL: 857.49
VPT: 126+54.61 EL: 857.35
-0.63%
VPI: 127+17.28 EL: 856.96
VPI: 127+44.81 EL: 856.86

HP: 127+90.48
HP EL: 856.93
VPI: 127+96.18
EL: 856.95
A = -0.44%
K = 124.53
L=55'

VPC: 127+68.68 EL: 856.91
VPT: 128+23.68 EL: 856.88
0.18%
-0.27%

LP: 129+02.73
LP EL: 856.71
VPI: 129+00.21
EL: 856.68
A = 0.49%
K = 112.60
L=55'

VPC: 128+72.71 EL: 856.75
VPT: 129+27.71 EL: 856.74
0.22%

HP: 130+07.72
HP EL: 856.91
VPI: 130+32.17
EL: 856.97
A = -4.00%
K = 13.74
L=55'

VPC: 130+04.67 EL: 856.91
VPT: 130+59.67 EL: 855.93
-3.78%
VPI: 130+87.10 EL: 854.89

HP: 132+47.47
HP EL: 855.84
VPI: 132+00.03
EL: 855.86
A = -1.71%
K = 58.64
L=100'

VPC: 131+50.03 EL: 855.03
VPT: 132+50.03 EL: 855.84
1.66%
-0.04%

LP: 132+93.67
LP EL: 855.82
VPI: 133+12.59
EL: 855.81
A = 0.14%
K = 711.37
L=100'

VPC: 132+62.59 EL: 855.83
VPT: 133+62.59 EL: 855.86
0.10%

VPI: 131+43.50
EL: 854.92

VPI: 133+80.74
EL: 855.87

EXISTING RIVERDALE DR. TRAIL ℄ PROFILE

PROPOSED RIVERDALE DR. TRAIL ℄ PROFILE

EXISTING RIVERDALE DR. TRAIL ℄ ELEVATION

PROPOSED RIVERDALE DR. TRAIL ℄ ELEVATION

900 890 880 870 860 850 840 830

857.2 857.24 857.3 857.31 857.7 857.69 857.7 857.74 857.4 857.40 857.3 857.33 856.9 856.93 856.7 856.72 856.5 856.54 856.5 856.54 856.9 856.94 856.6 856.63 854.8 854.84 855.5 855.50 856.1 856.05 855.8 855.84 855.9 855.87 856.3 856.31

125+00 126+00 127+00 128+00 129+00 130+00 131+00 132+00 133+00 134+00 135+00 136+00 137+00 138+00

HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 10 20 FEET

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ROCHESTER, MN SPENCER, IA

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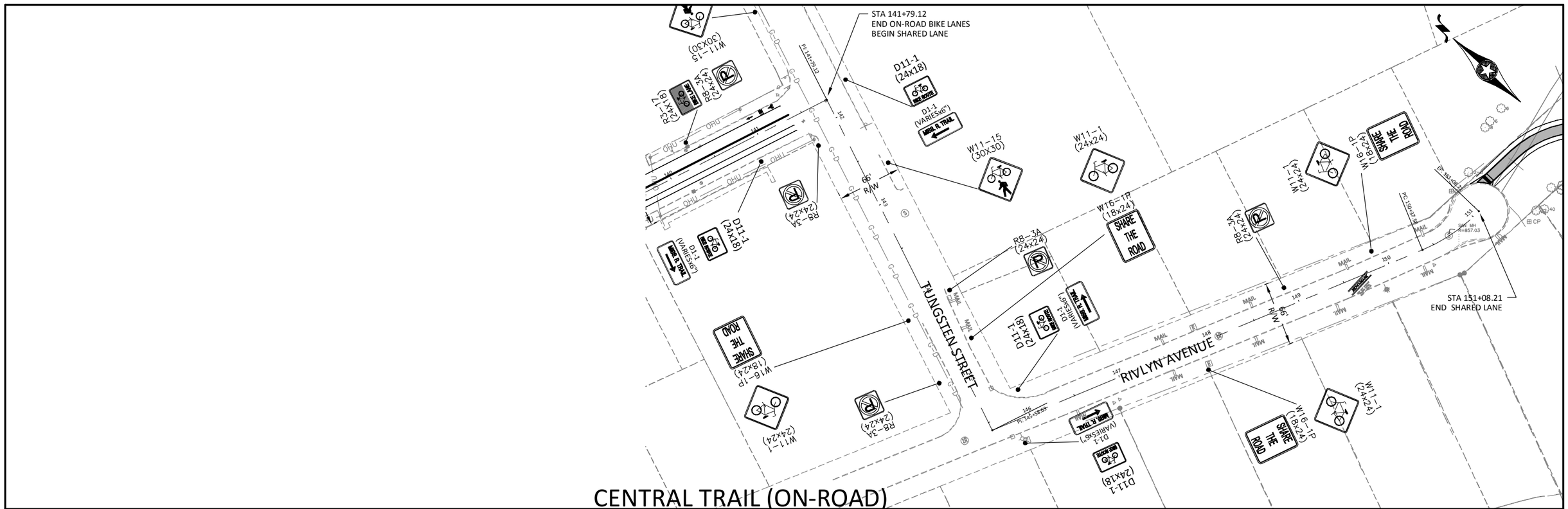
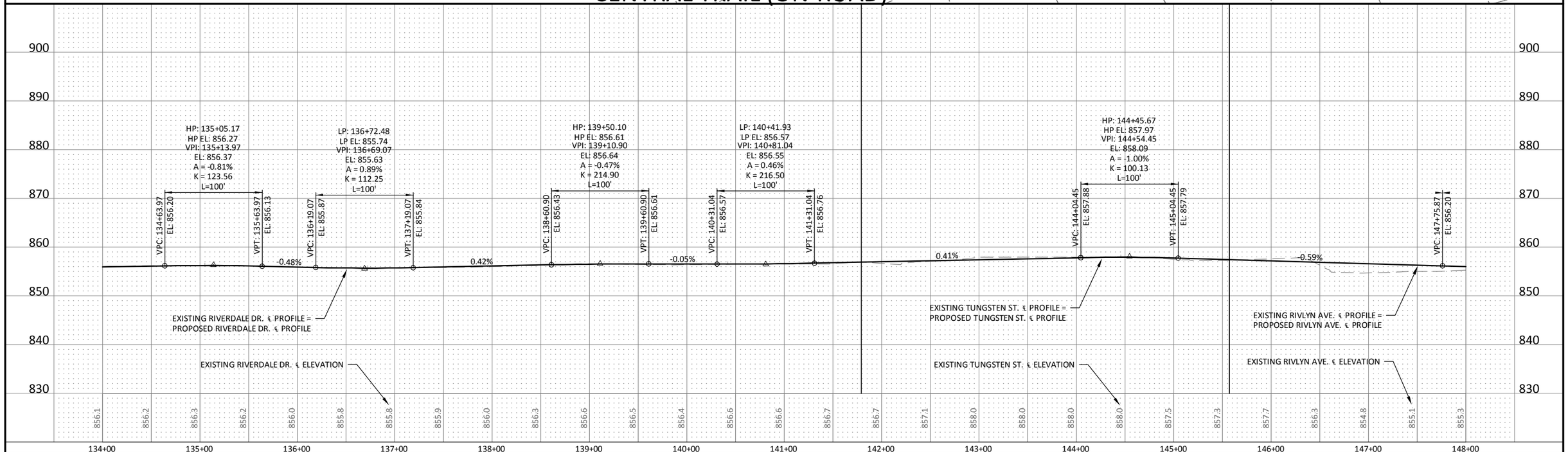
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
CENTRAL TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 30 OF 53



CENTRAL TRAIL (ON-ROAD)



HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 10 20 FEET

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DRAWN	AK
CHECKED	KPK

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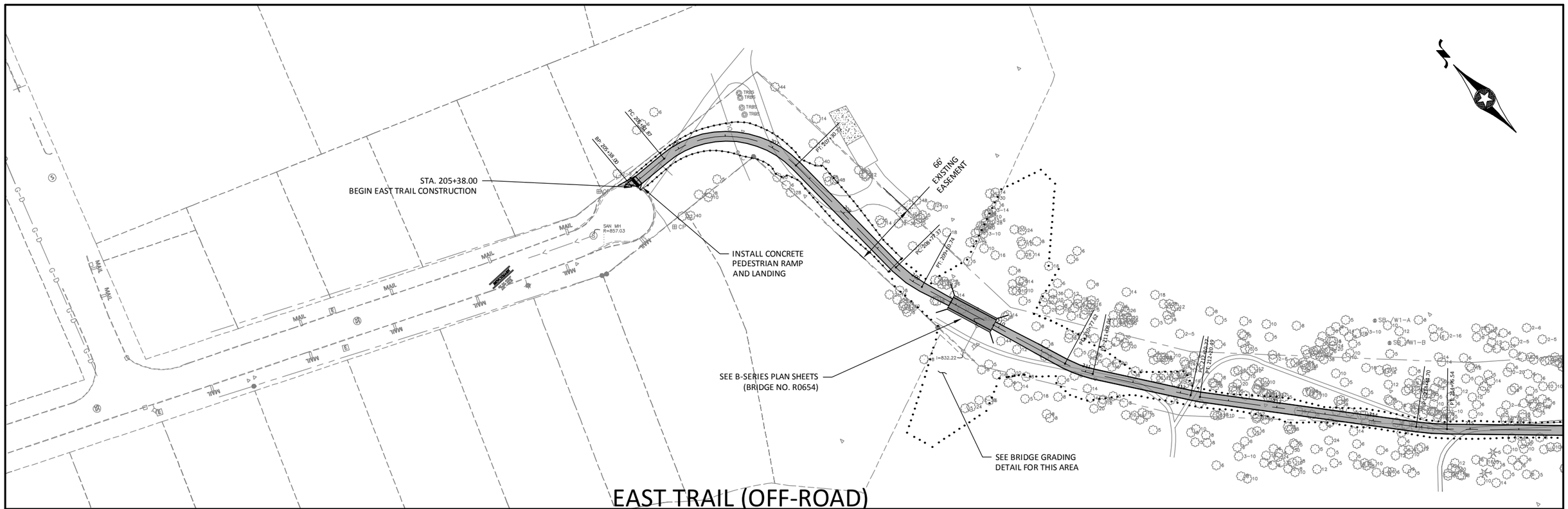
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
CENTRAL TRAIL (ON-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 31 OF 53



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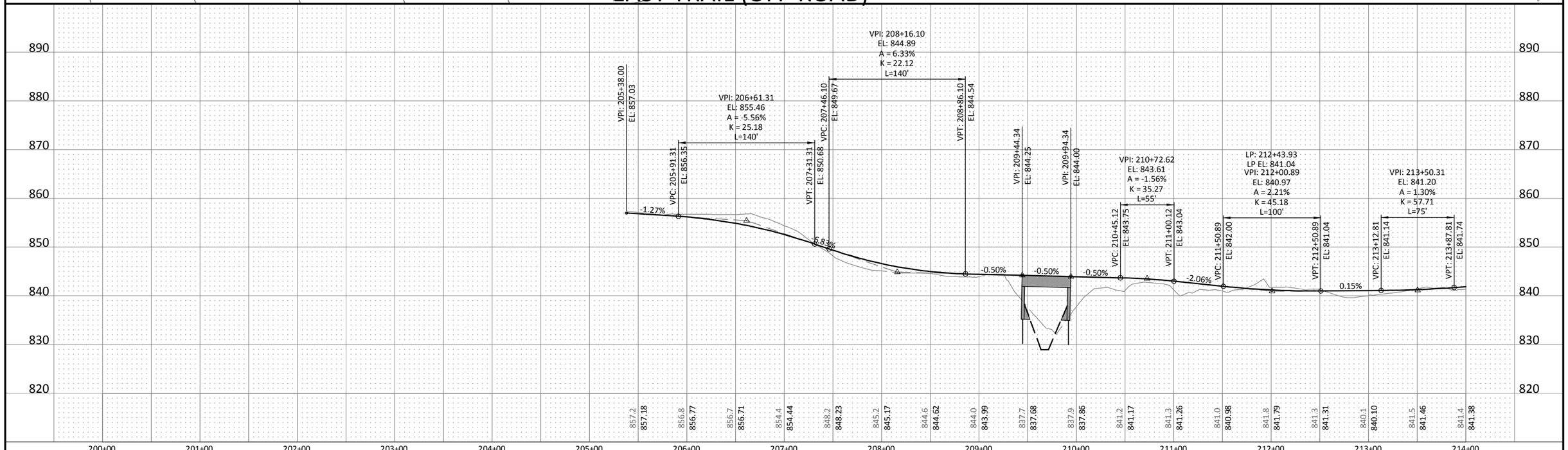

HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 10 20 FEET

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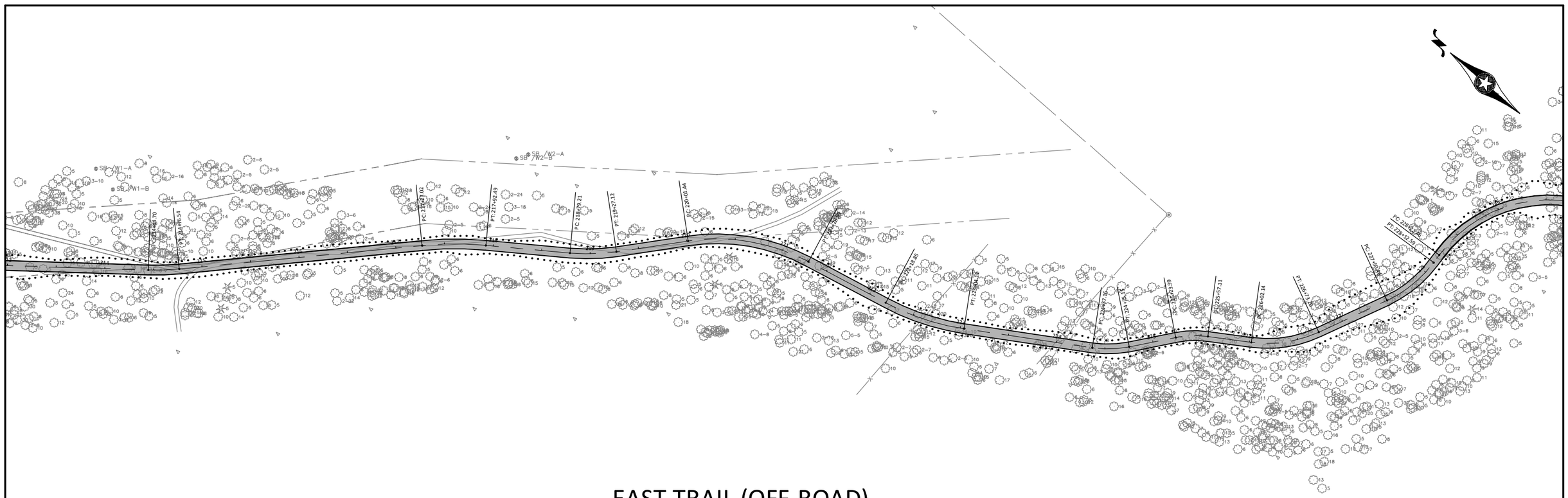
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 32 OF 53



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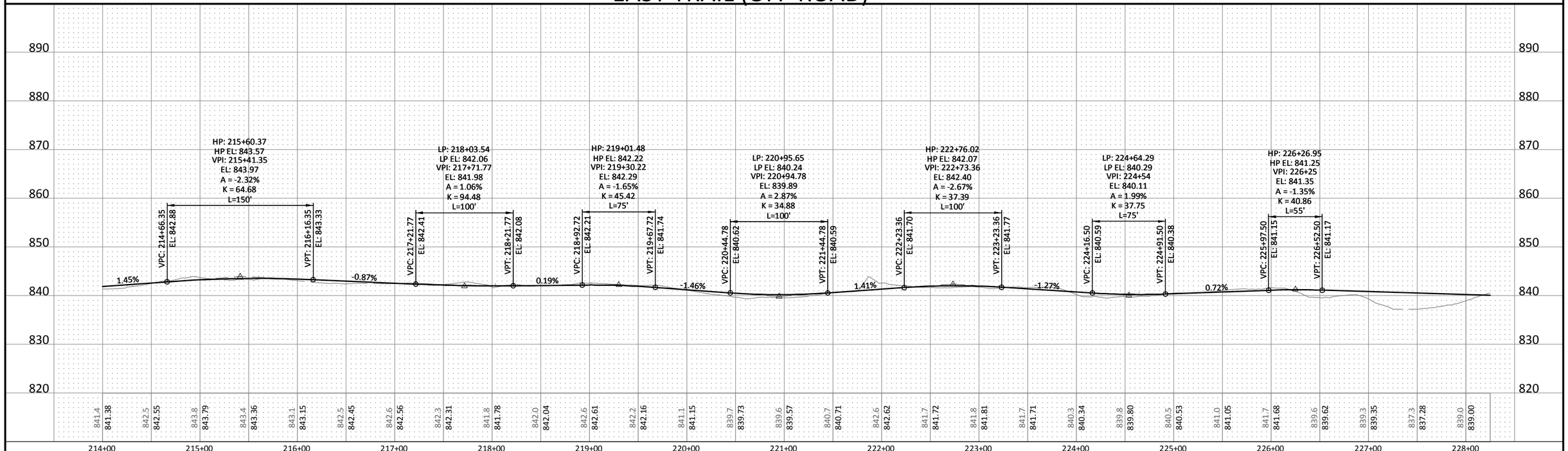

HORZ. SCALE 0 50 100 FEET

VERT. SCALE 0 10 20 FEET

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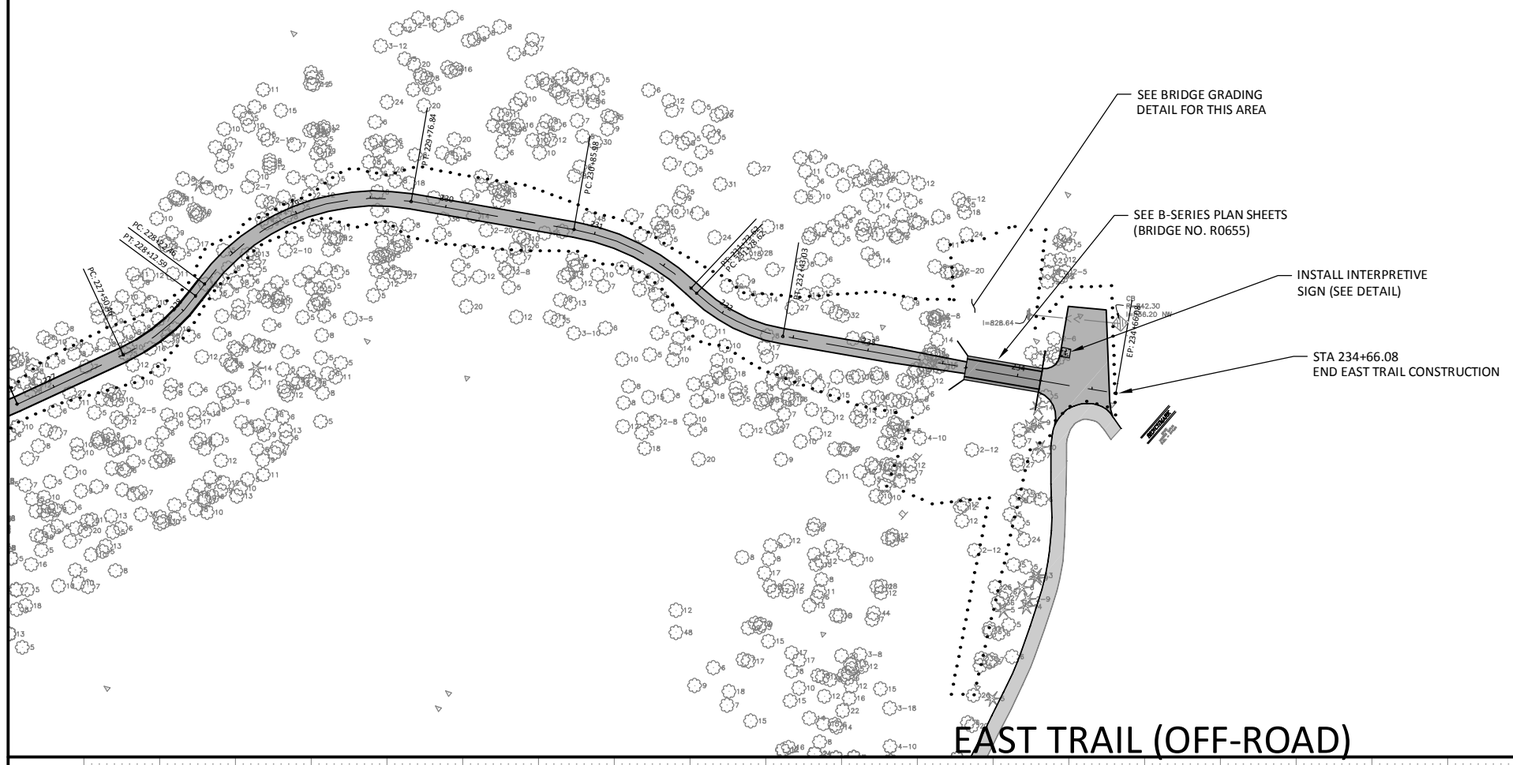
ROCHESTER, MN SPENCER, IA

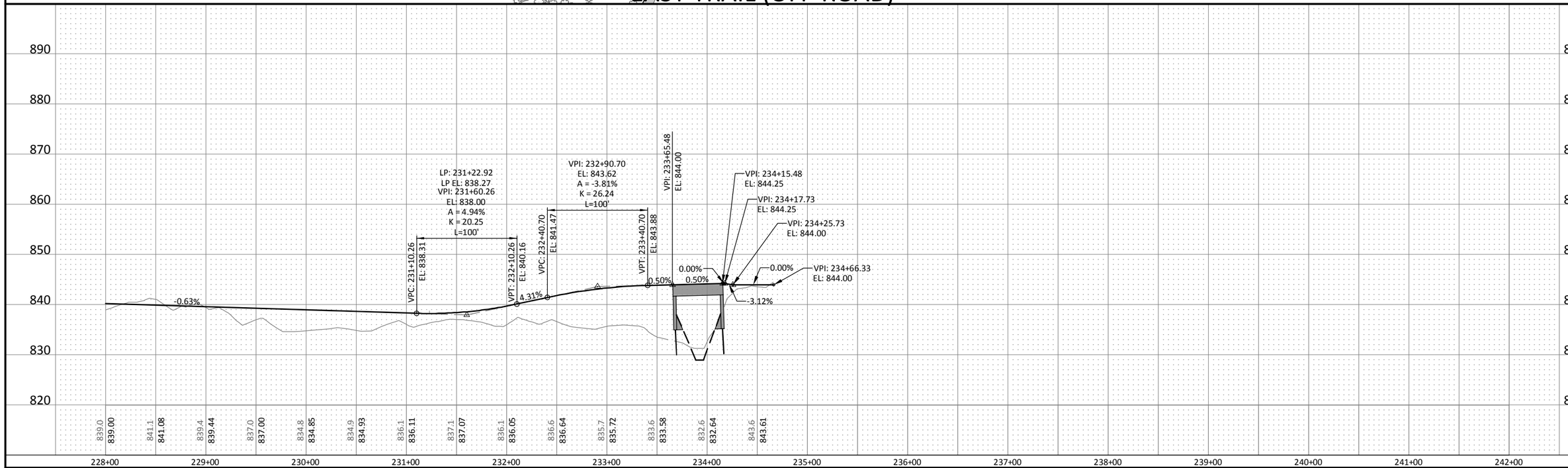
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003

SHEET 33 OF 53



EAST TRAIL (OFF-ROAD)



HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 10 20 FEET

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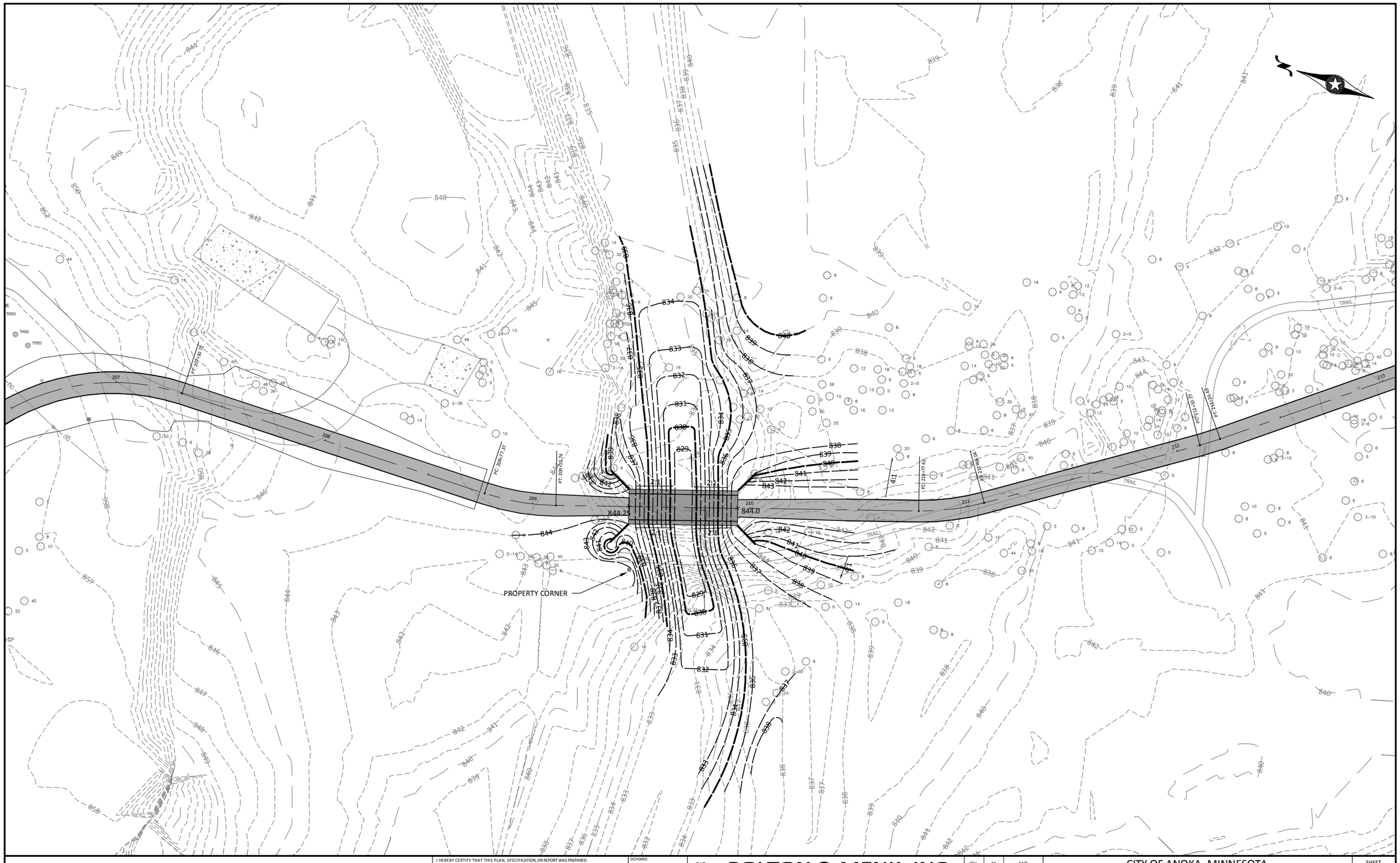
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) PLAN & PROFILE
SP 103-090-003



HORZ. SCALE 0 20 40 FEET

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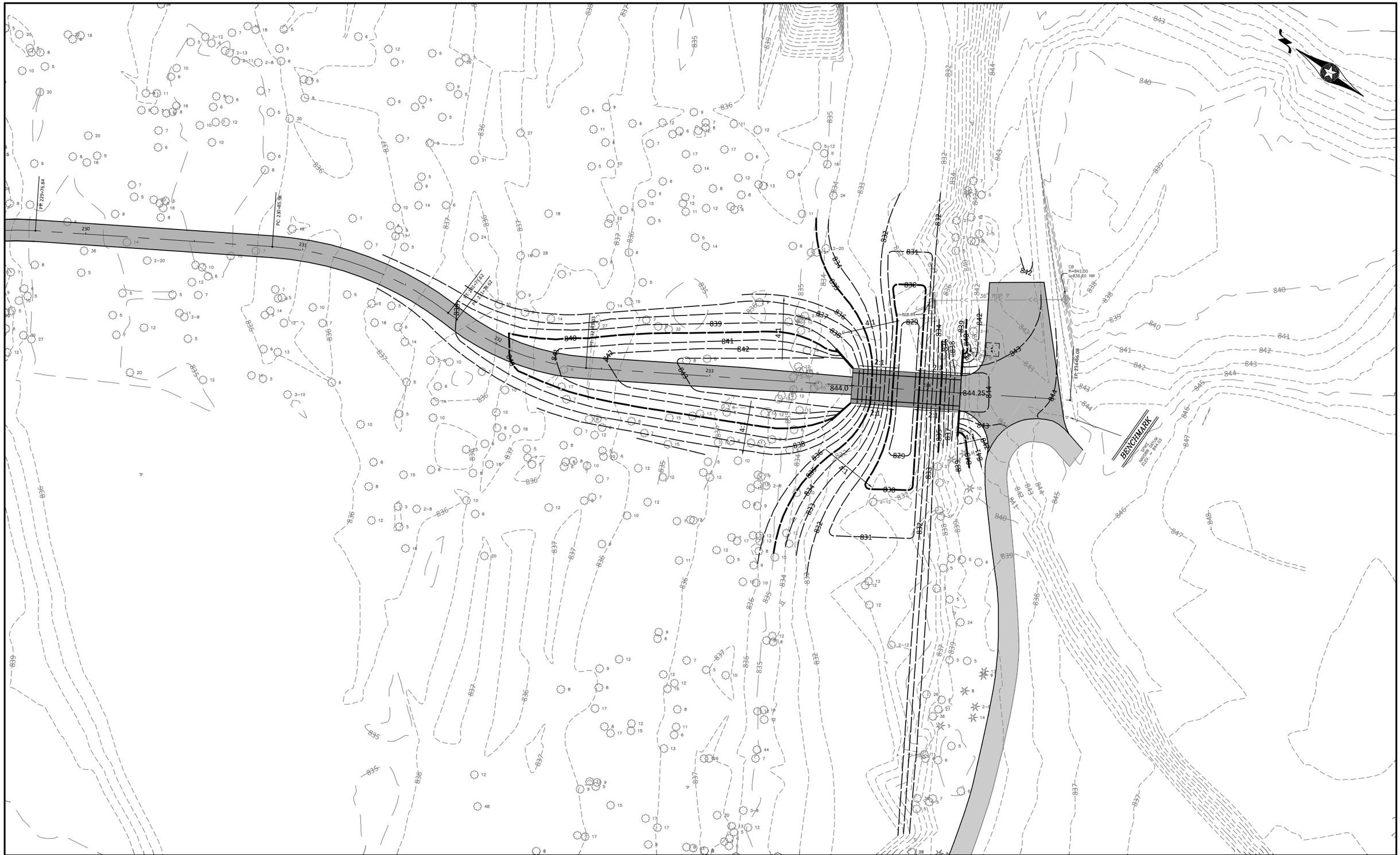
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) - WEST BRIDGE GRADING DETAIL
SP 103-090-003

SHEET 35 OF 53



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HORZ. SCALE FEET

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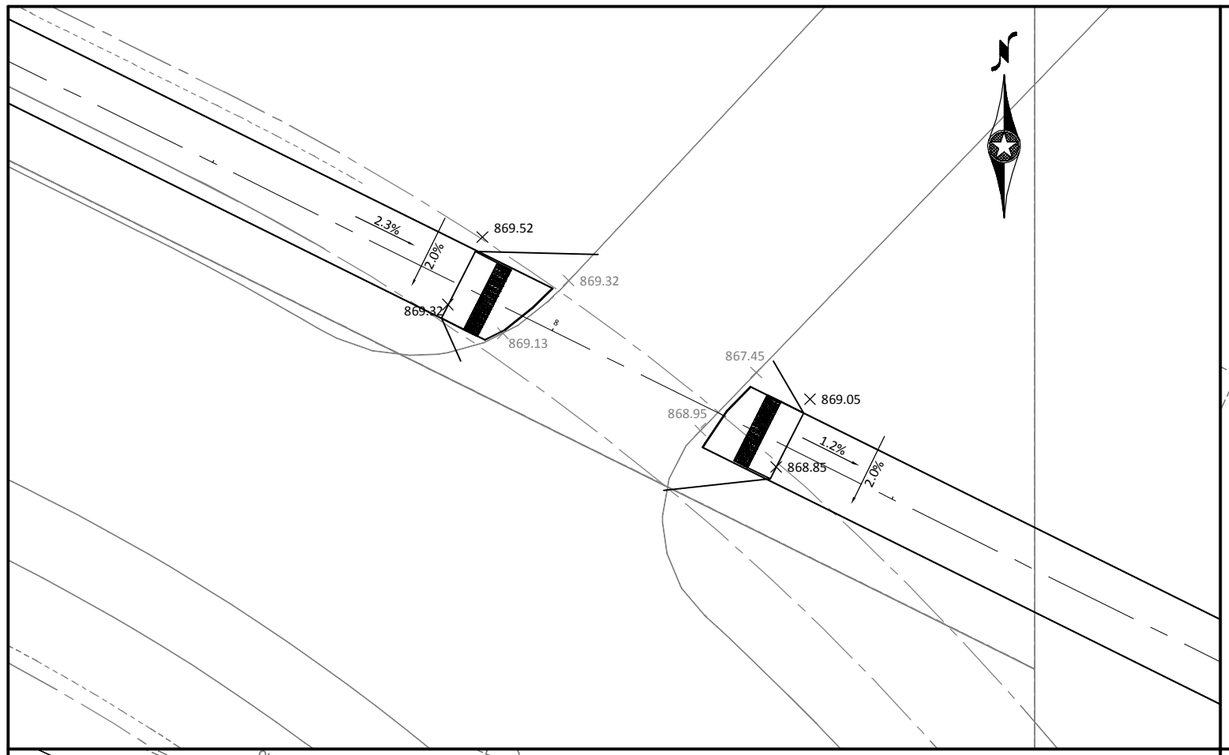
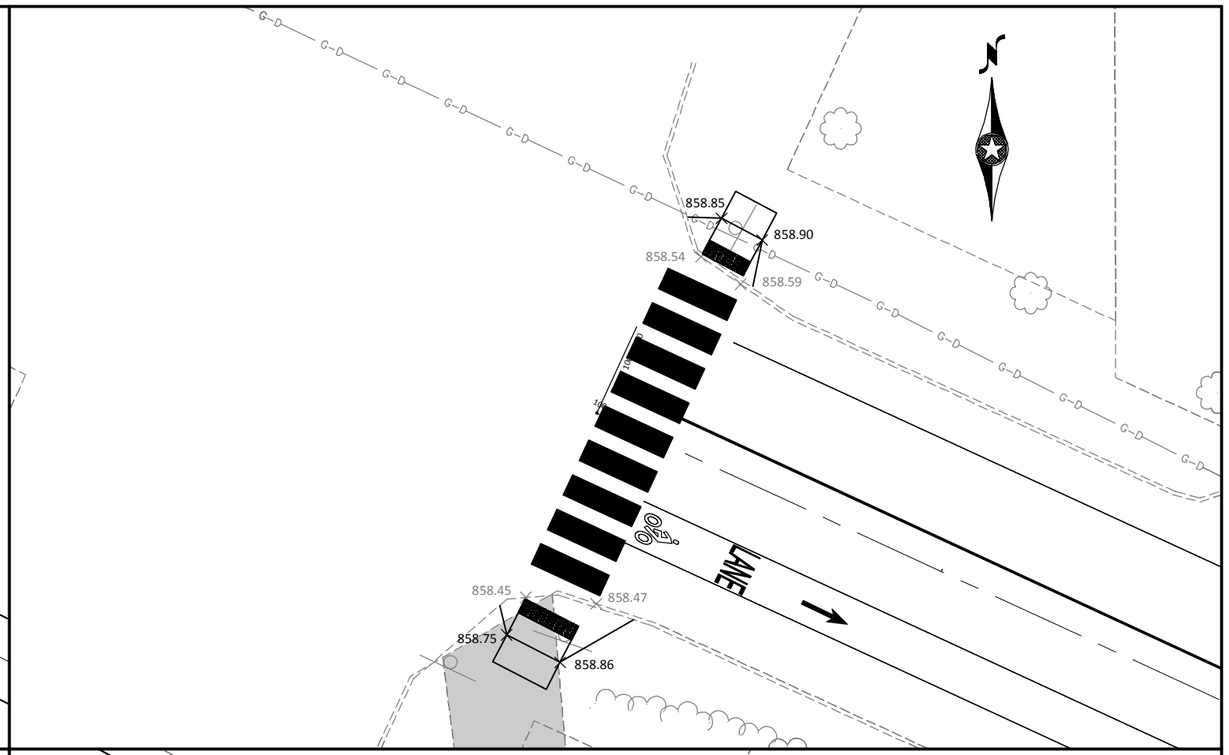
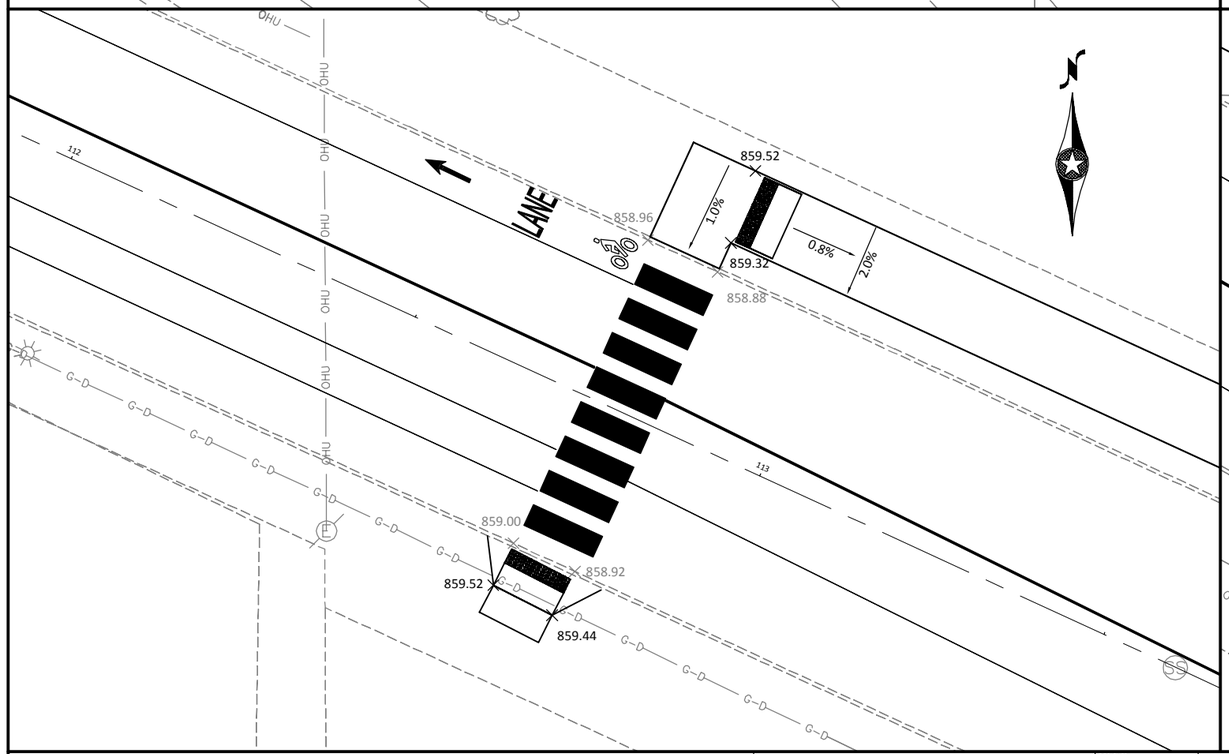
REV.	BY	DATE

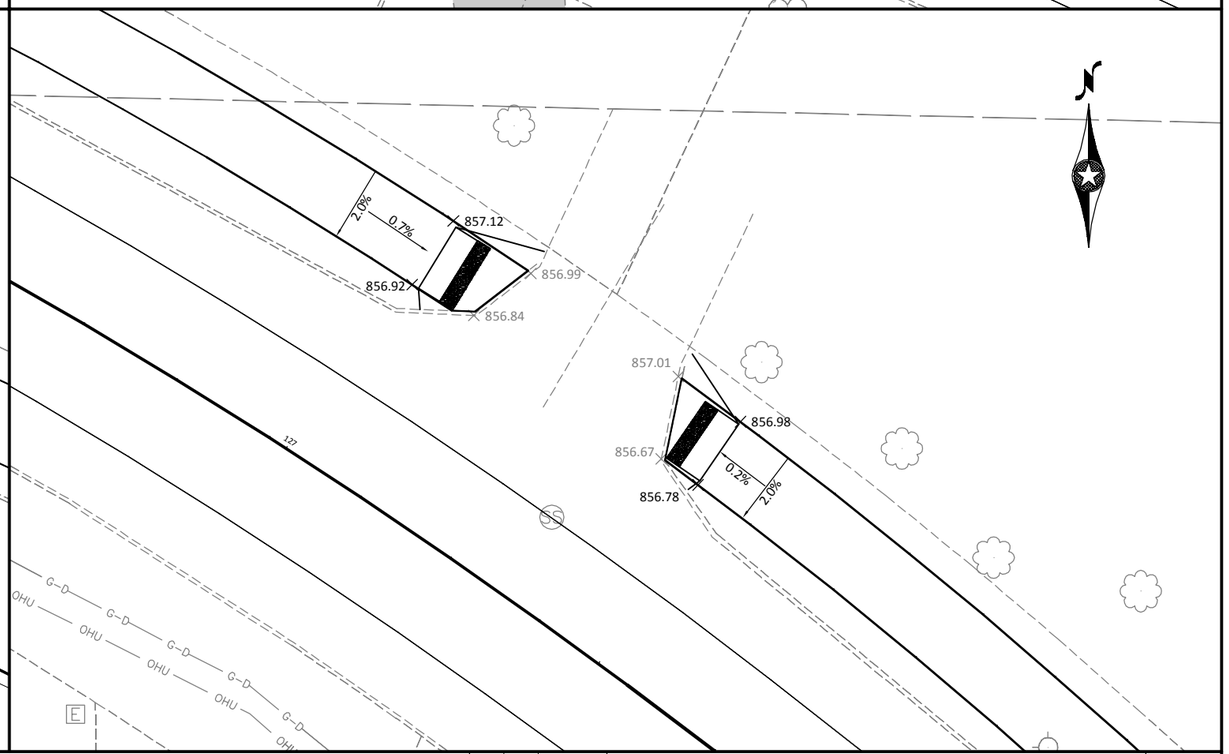
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) - EAST BRIDGE GRADING DETAIL
SP 103-090-003

SHEET 36 OF 53









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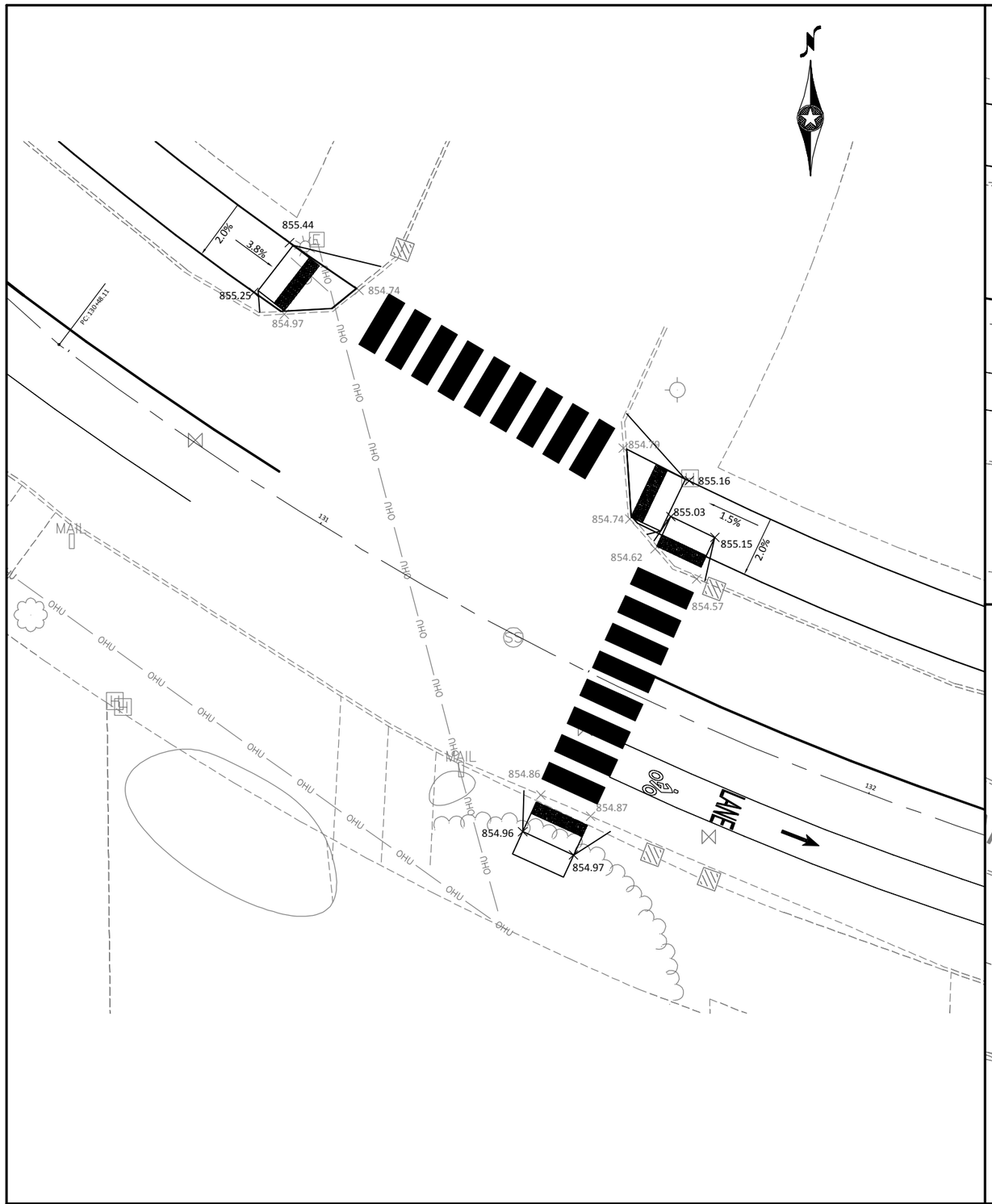
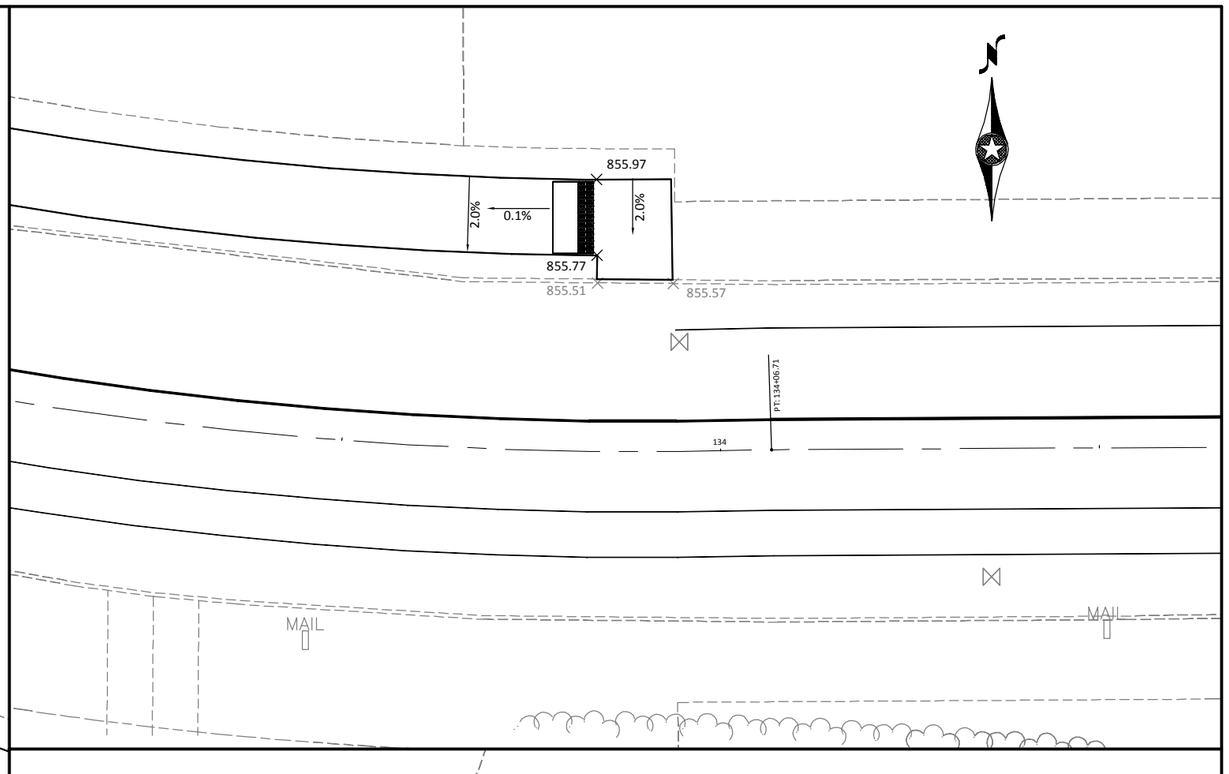
ROCHESTER, MN SPENCER, IA

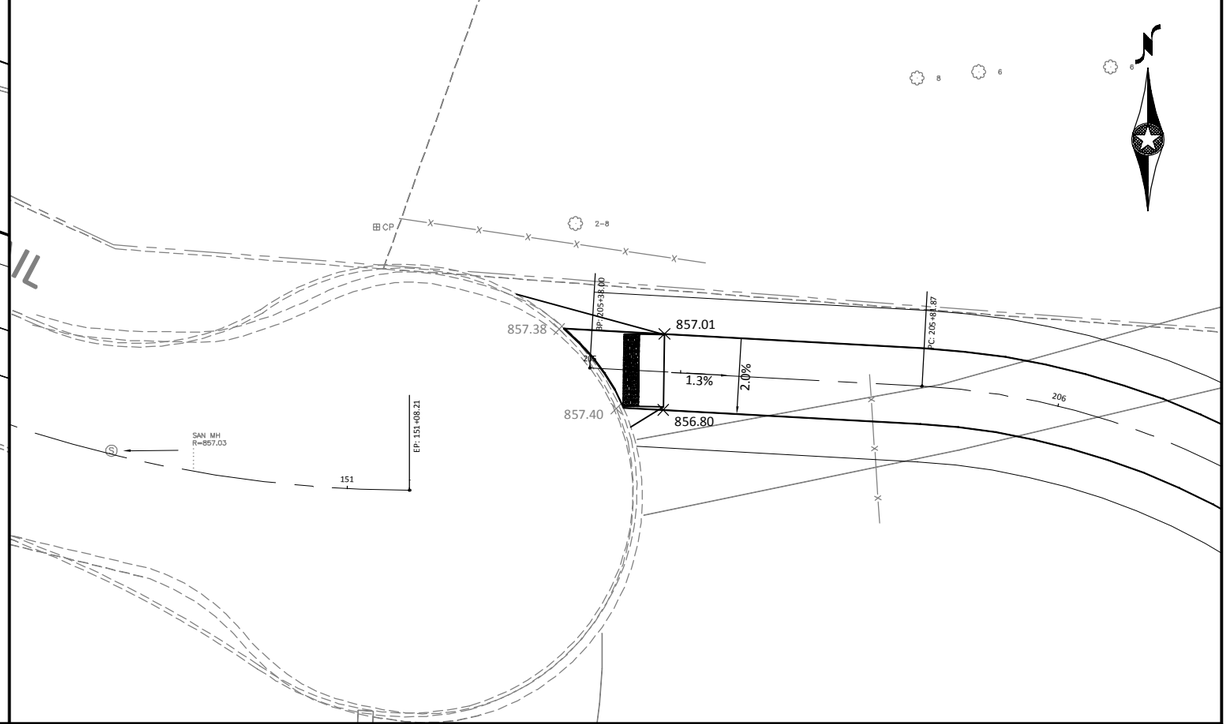
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
PEDESTRIAN RAMP DETAIL
SP 103-090-003

SHEET 37 OF 53







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SCALE FEET

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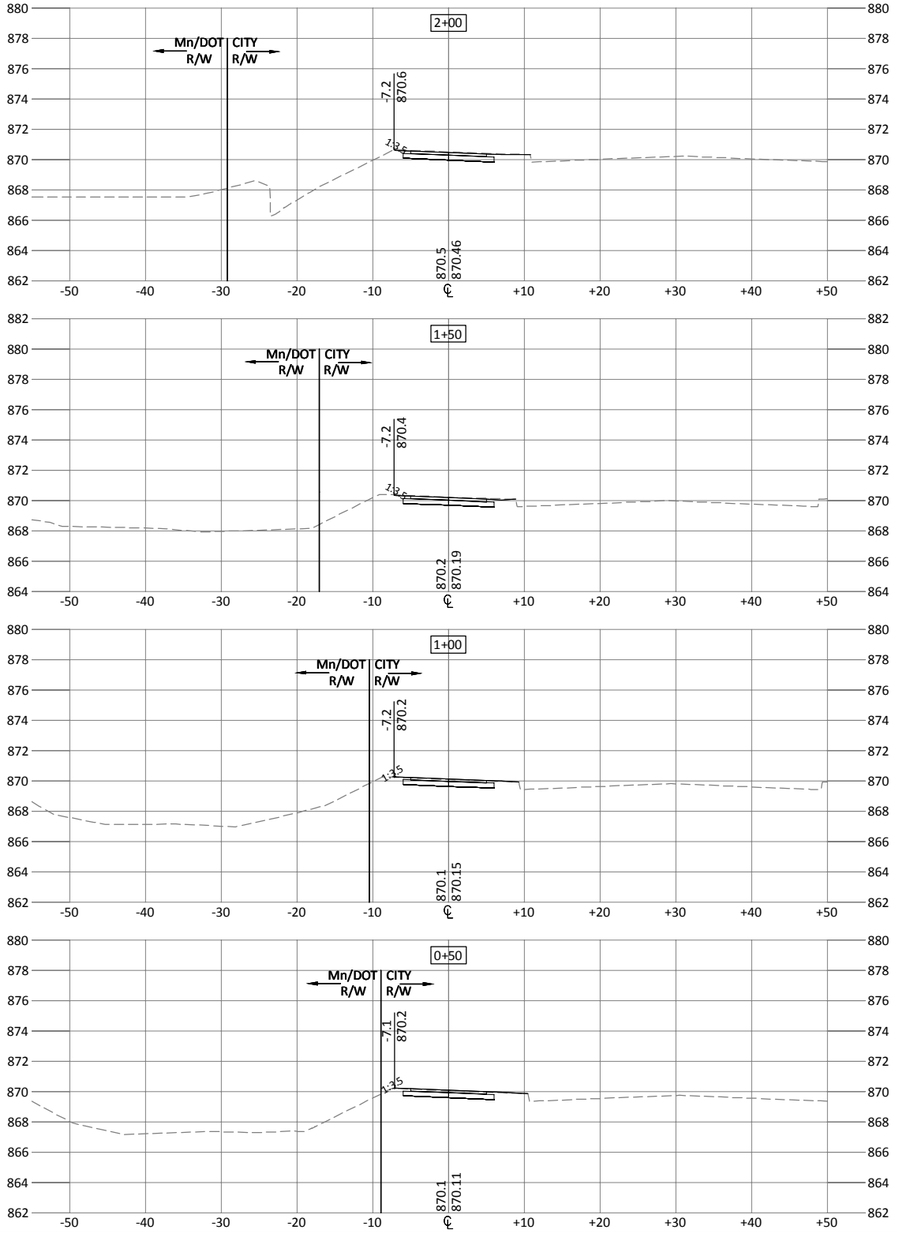
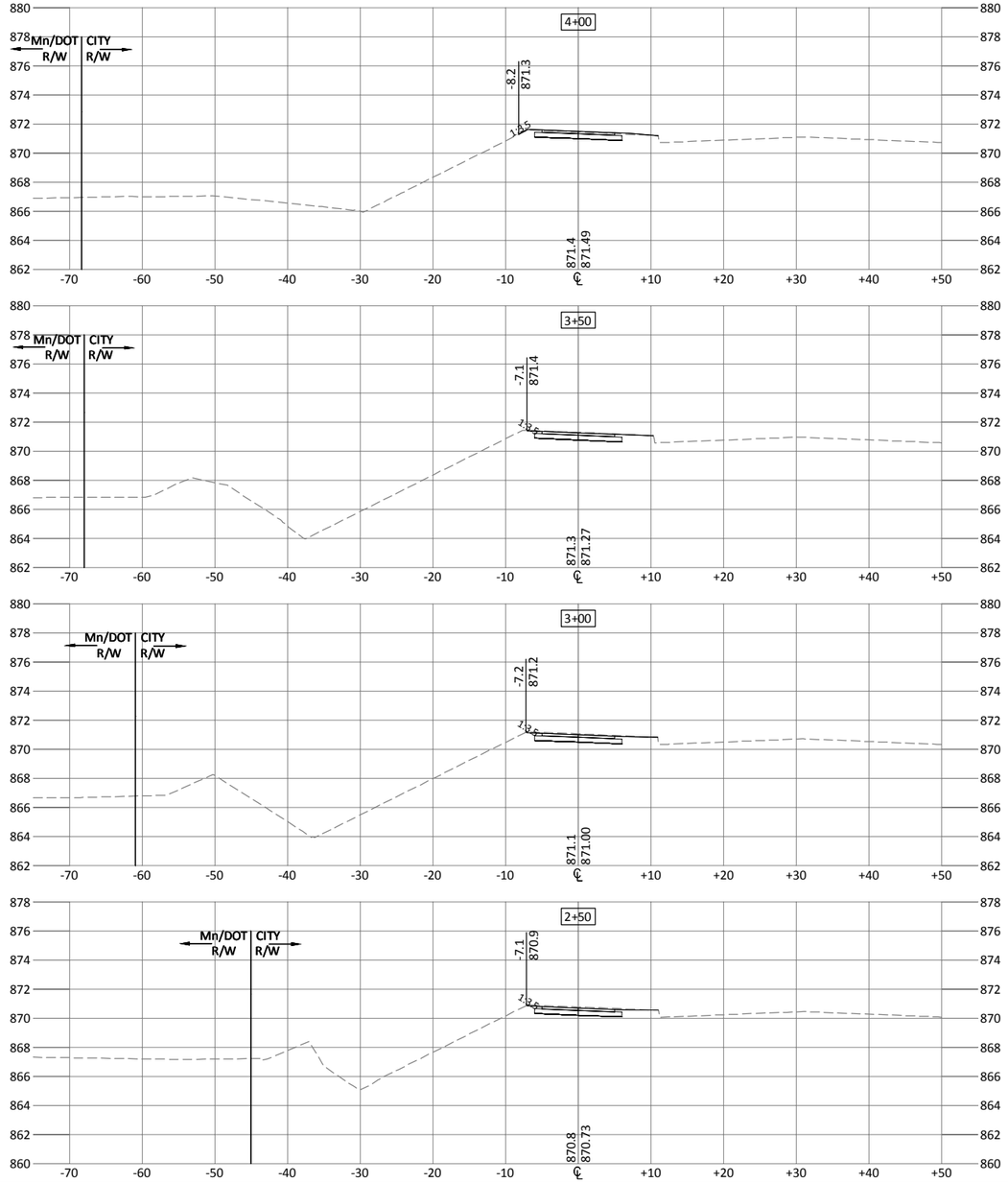
ROCHESTER, MN SPENCER, IA

REV.	BY	DATE

CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
PEDESTRIAN RAMP DETAIL
SP 103-090-003

SHEET 38 OF 53





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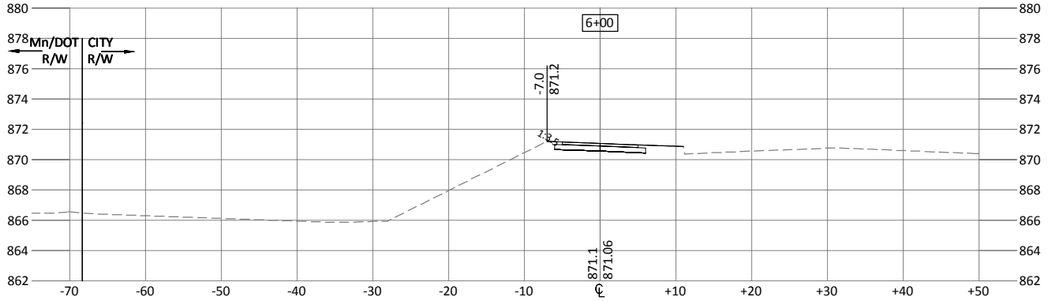
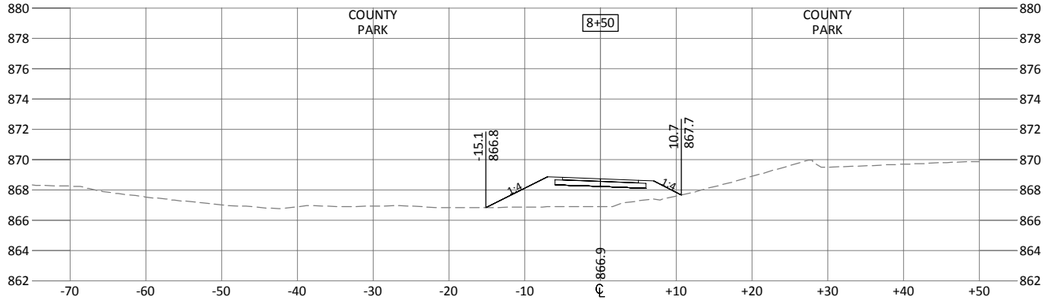
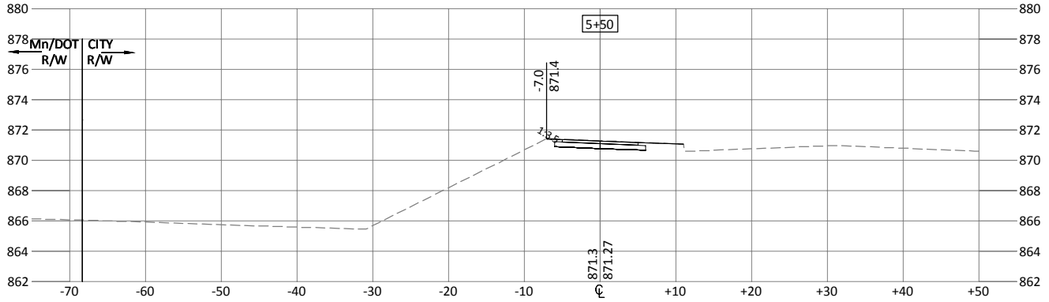
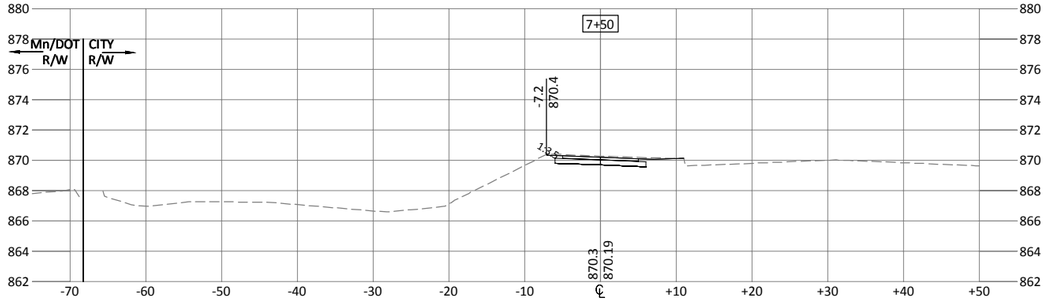
REV.	BY	DATE

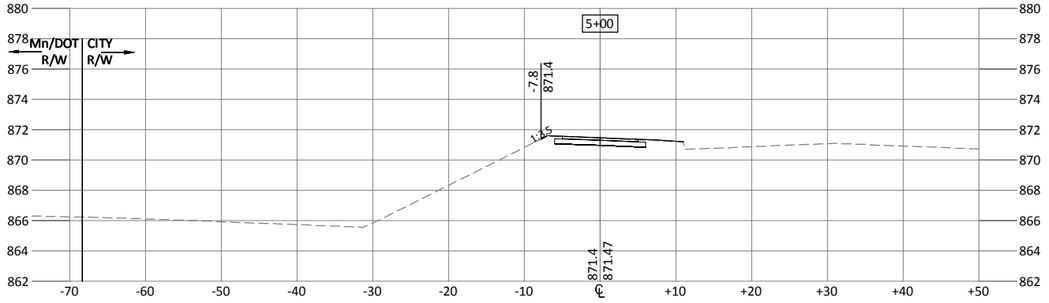
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

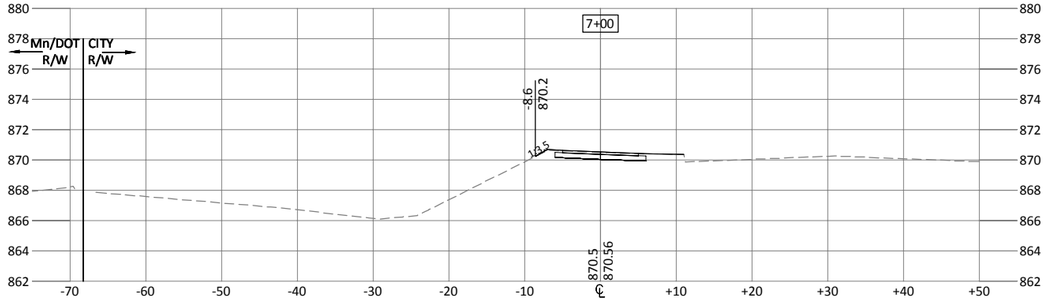


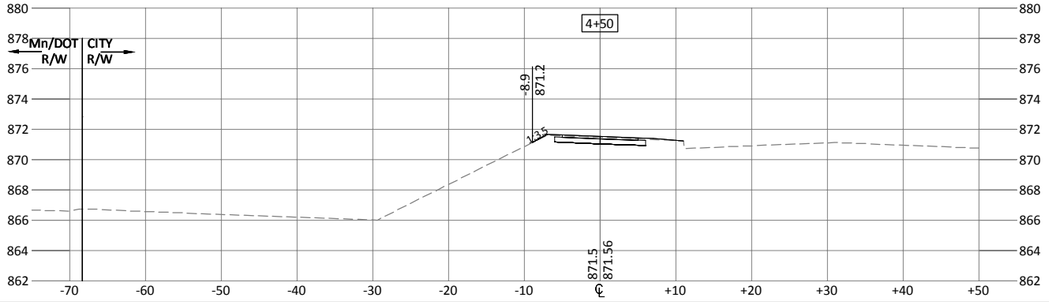


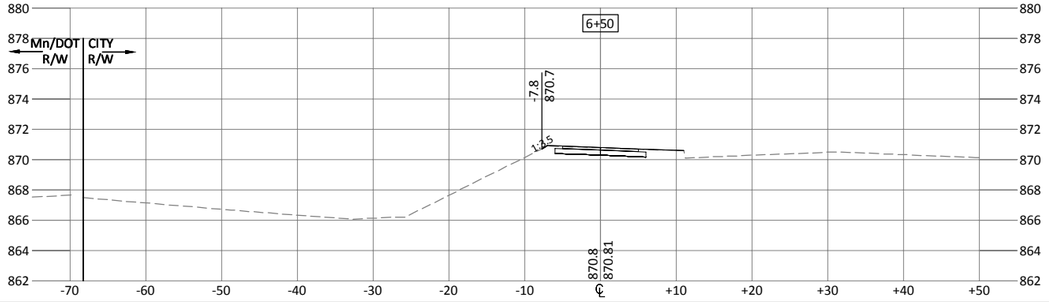












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CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

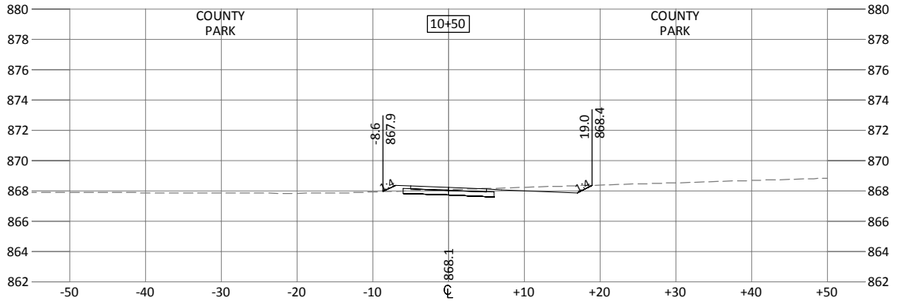
REV.	BY	DATE

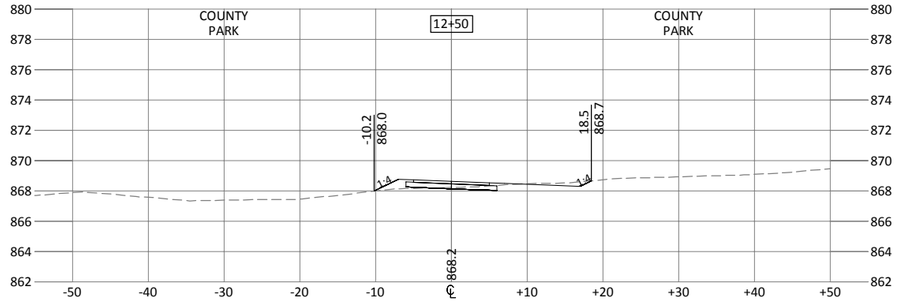
CITY OF ANOKA, MINNESOTA

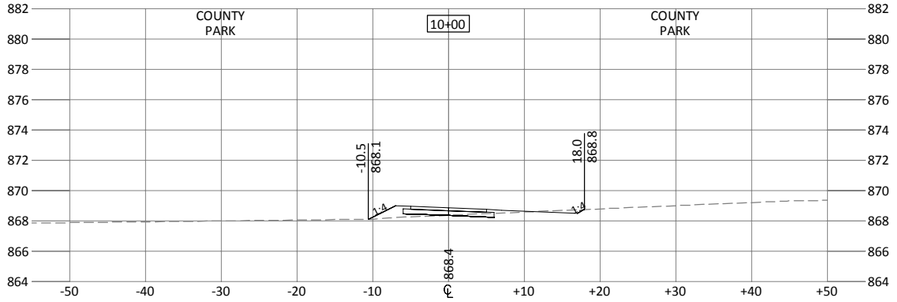
MISSISSIPPI RIVER TRAIL

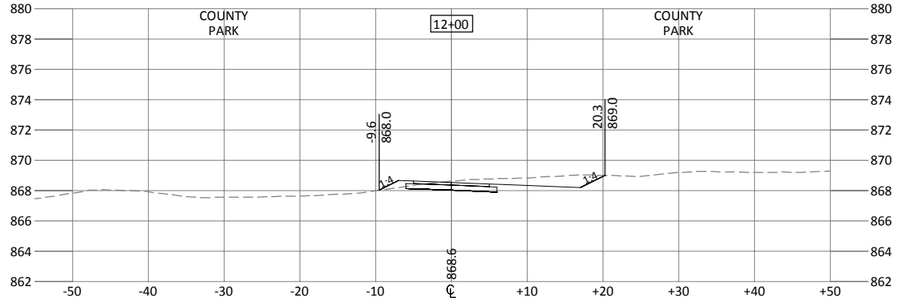
WEST TRAIL (OFF-ROAD) CROSS SECTIONS

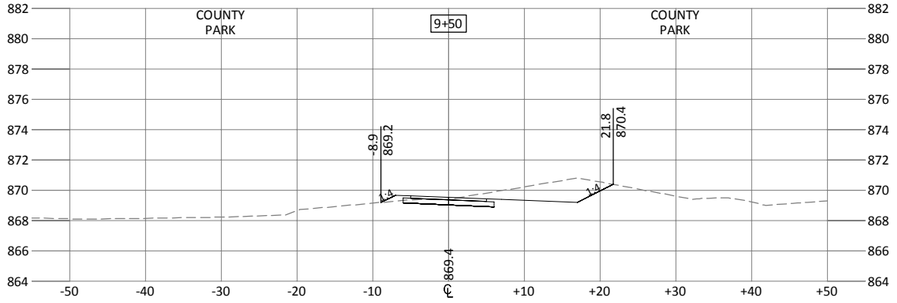
SP 103-090-003

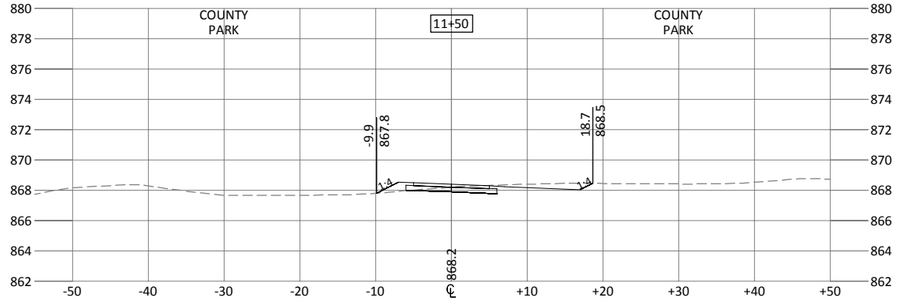


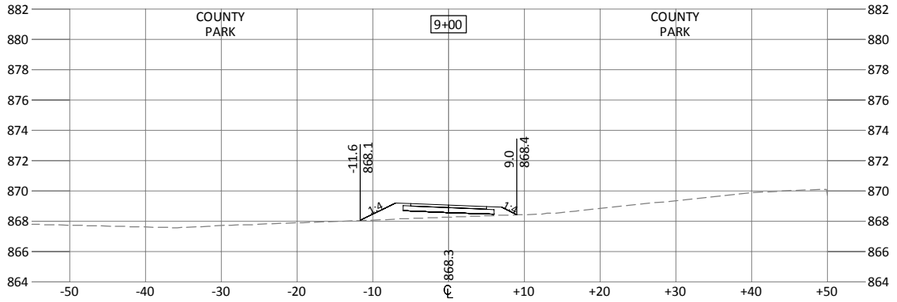


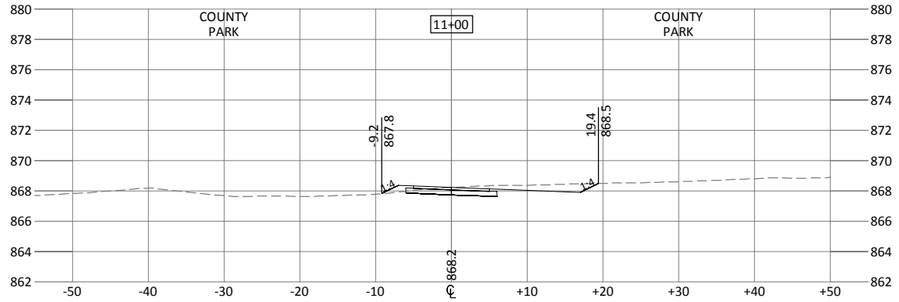












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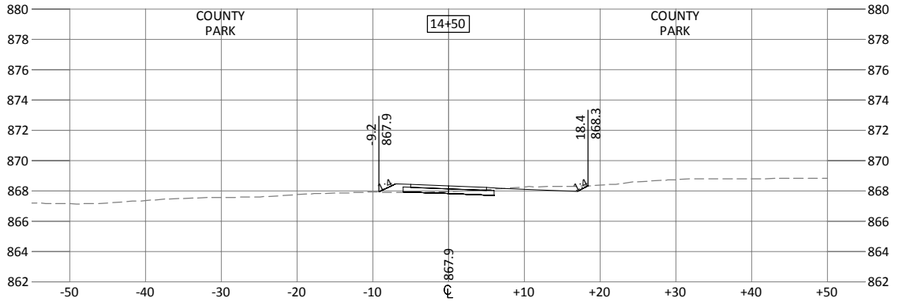
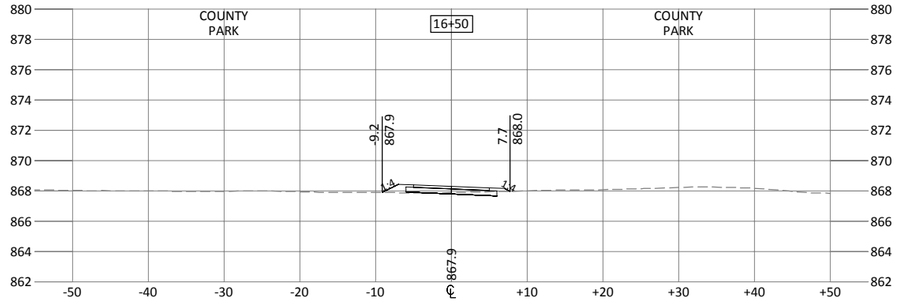
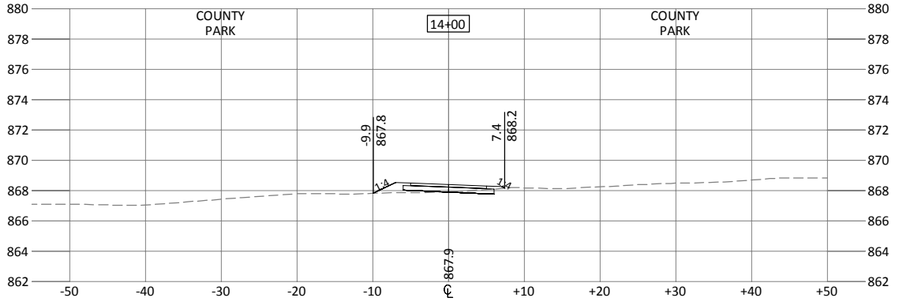
ROCHESTER, MN SPENCER, IA

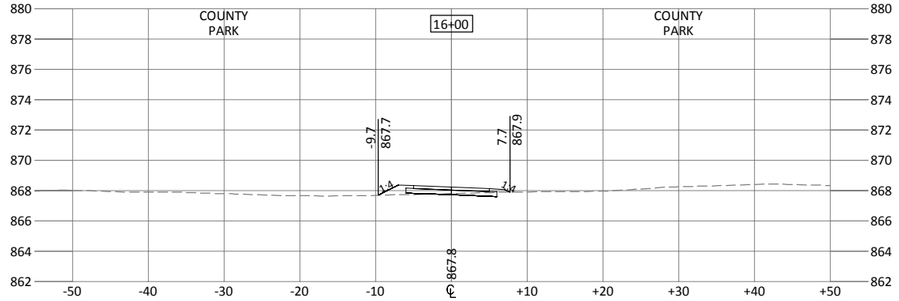
REV.	BY	DATE

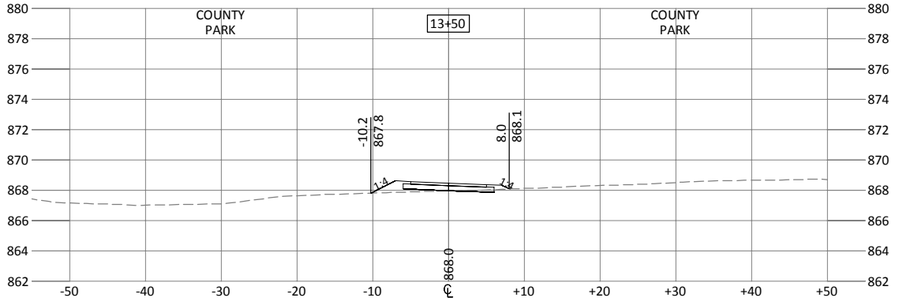
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

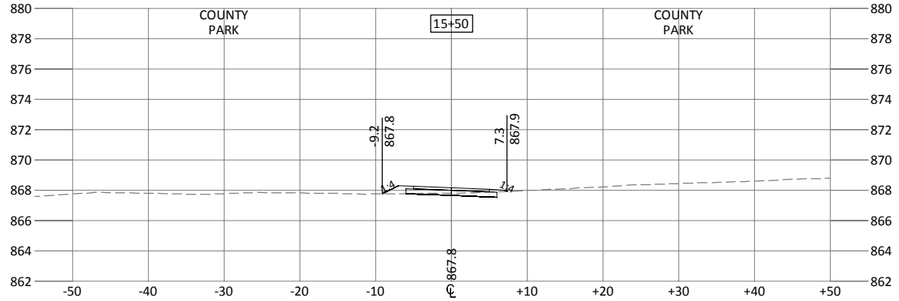


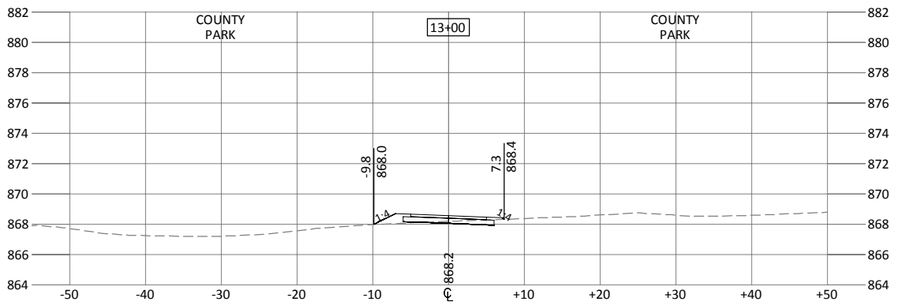


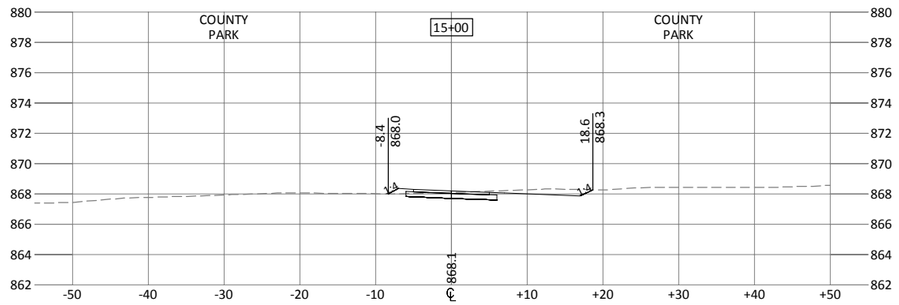












HORZ. 0 10 20 SCALE FEET

VERT. 0 5 10 SCALE FEET

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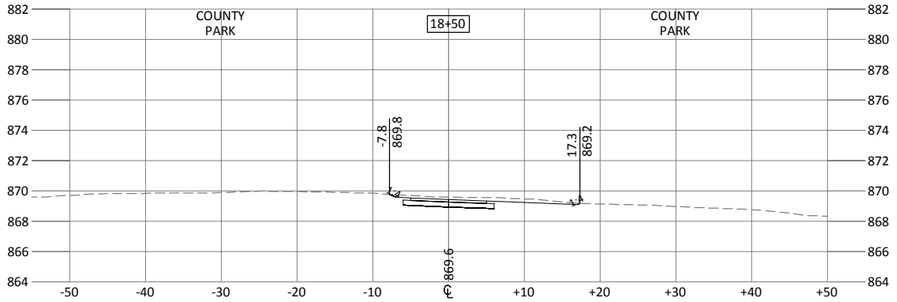
KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

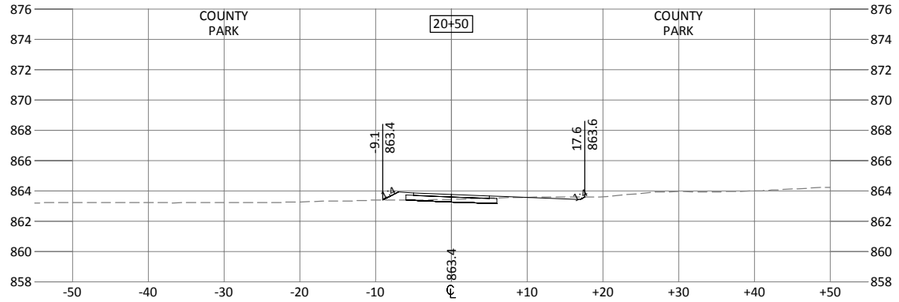
DESIGNED	KPK/AK
DRAWN	AK
CHECKED	KPK

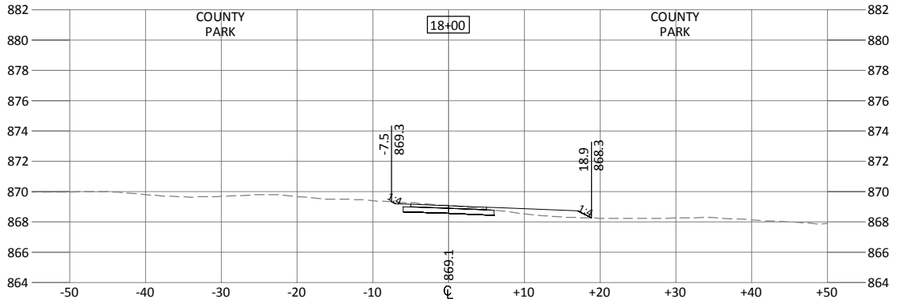
BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

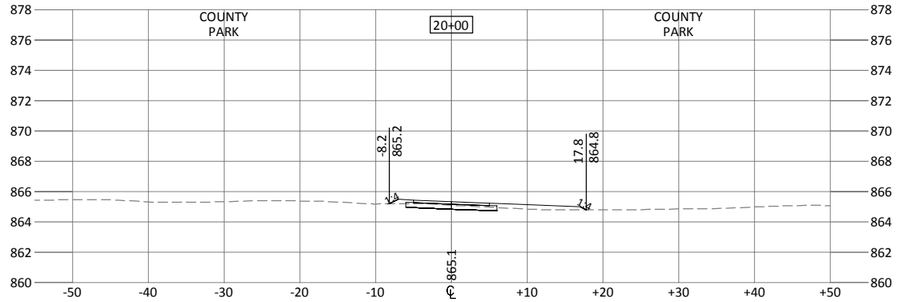
REV.	BY	DATE

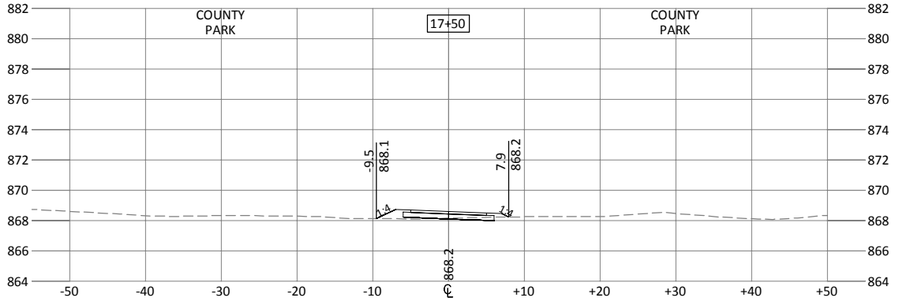
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

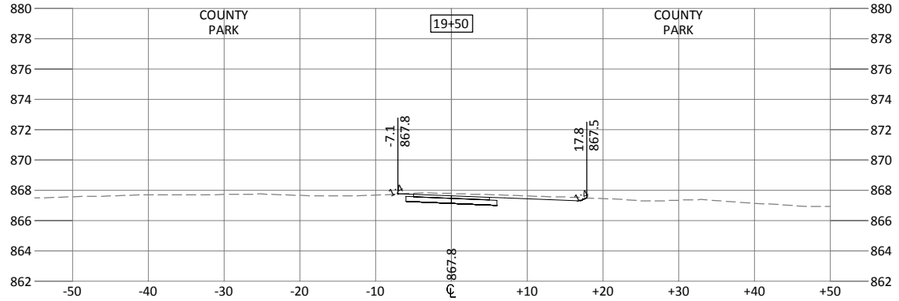


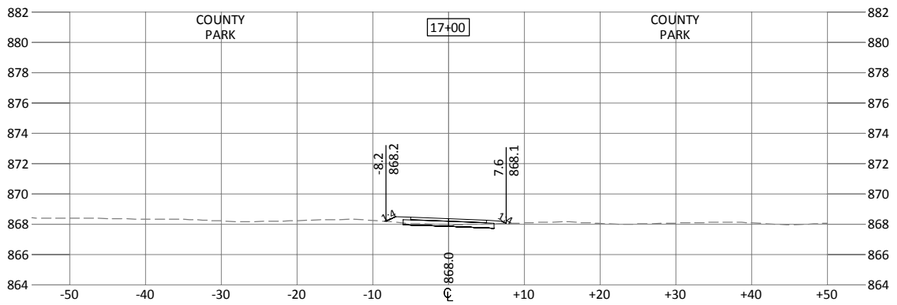


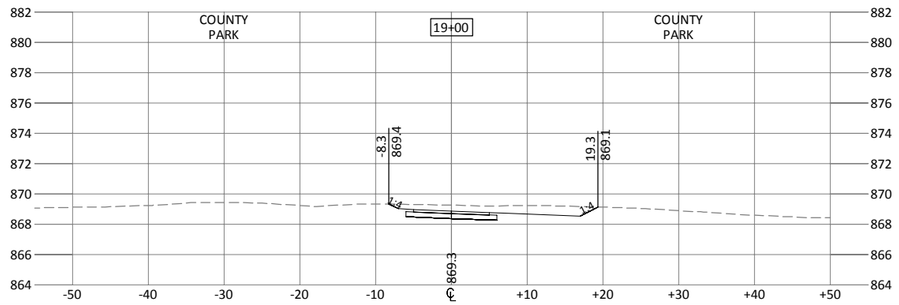












HORZ. SCALE 0 10 20 FEET

VERT. SCALE 0 5 10 FEET

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DRAWN	AK
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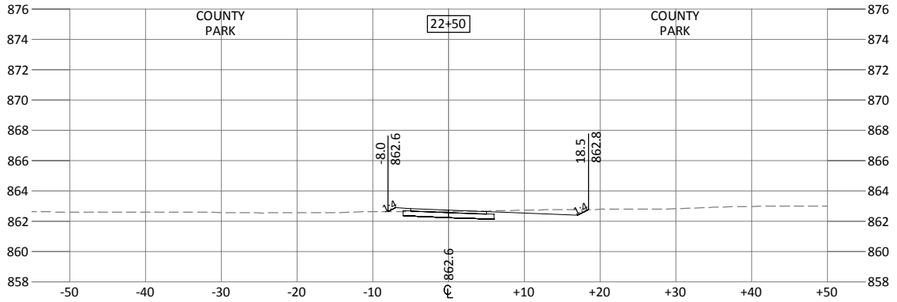
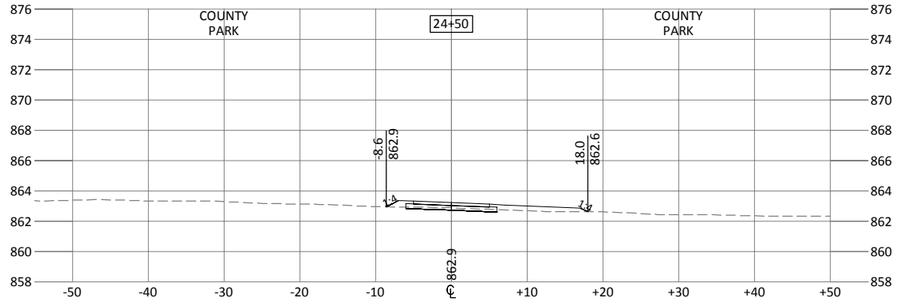
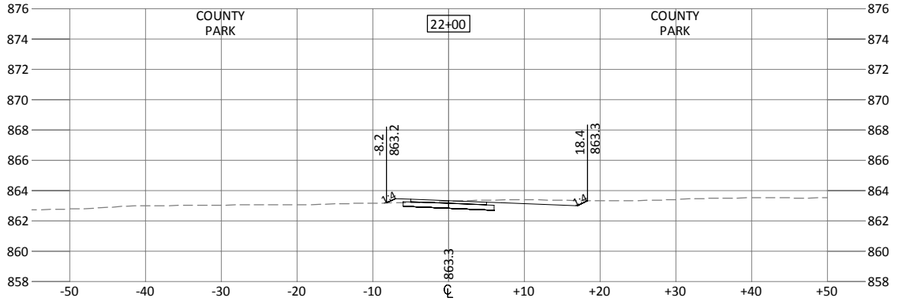
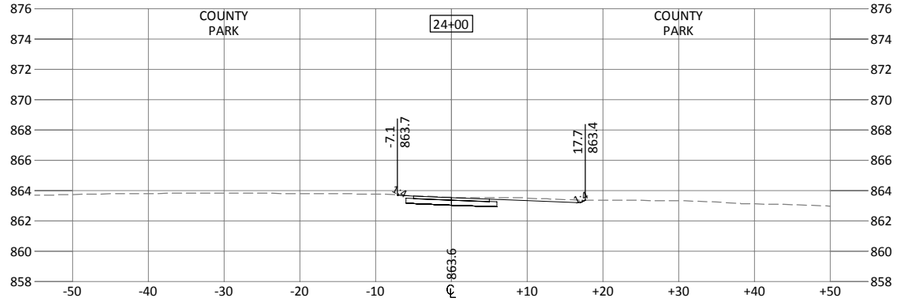
REV.	BY	DATE

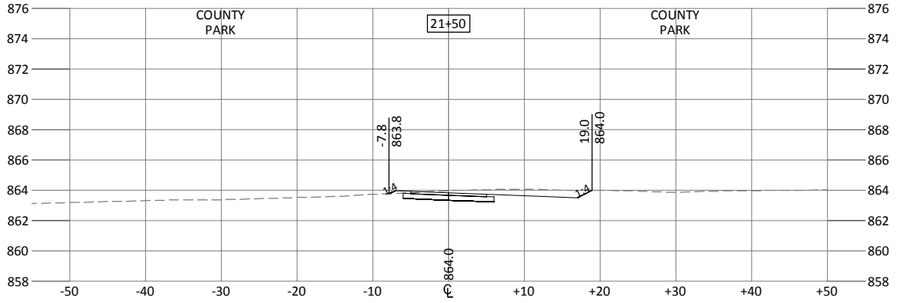
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

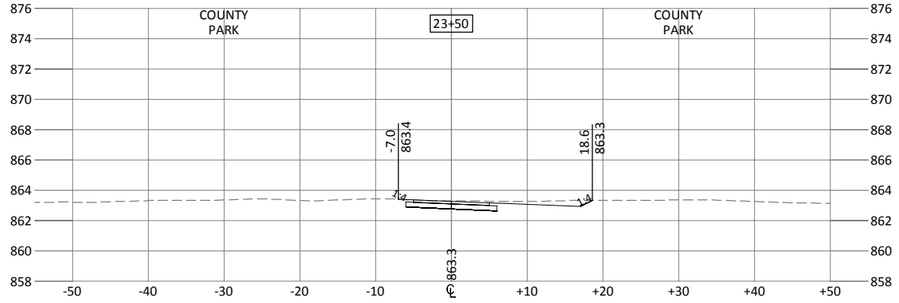


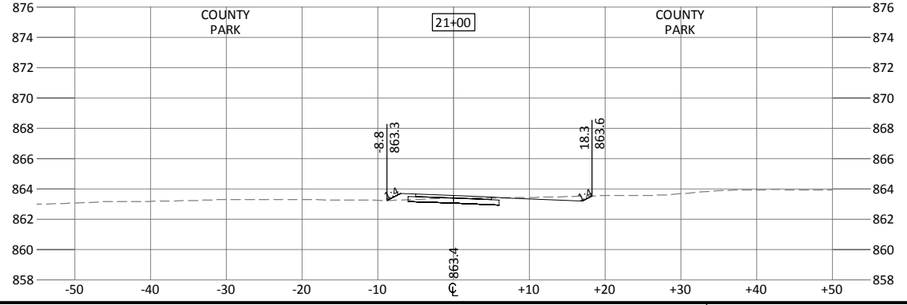


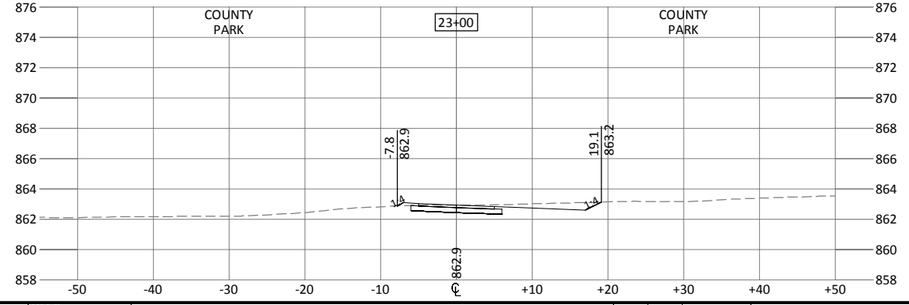












HORZ. SCALE 0 10 20 FEET

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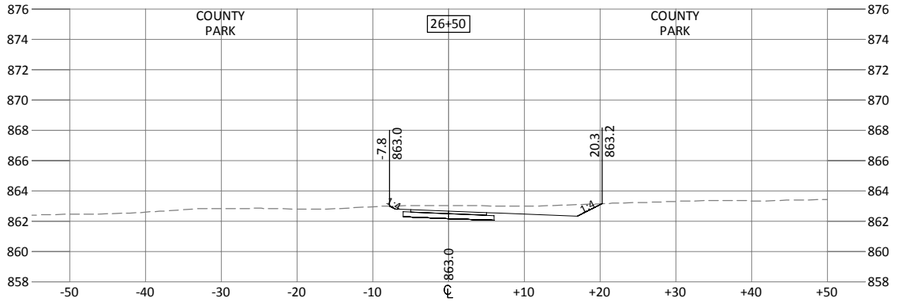
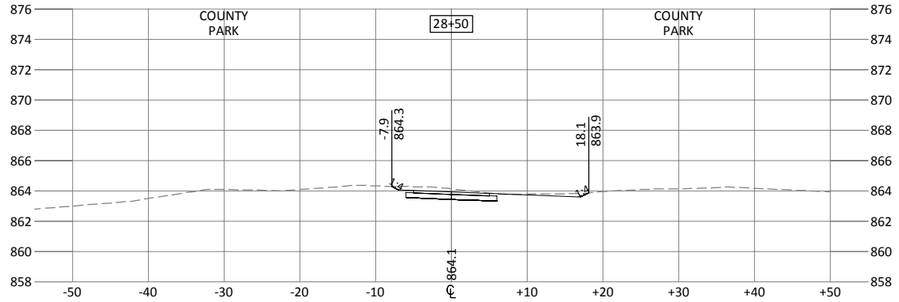
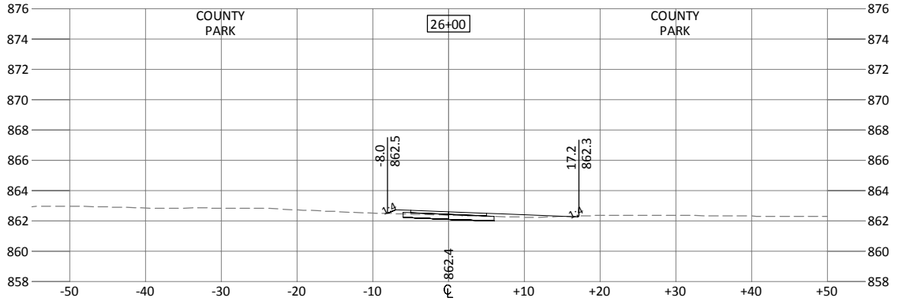
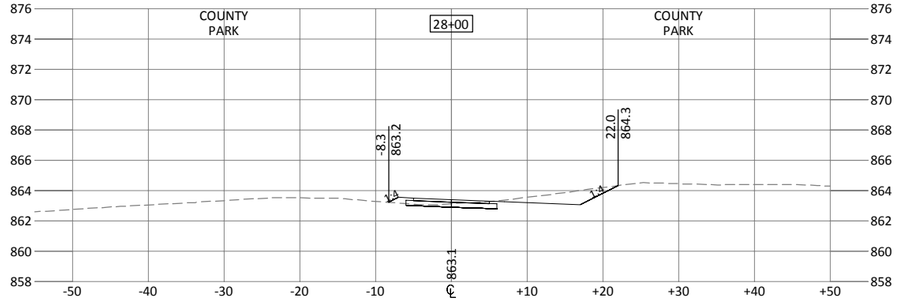
REV.	BY	DATE

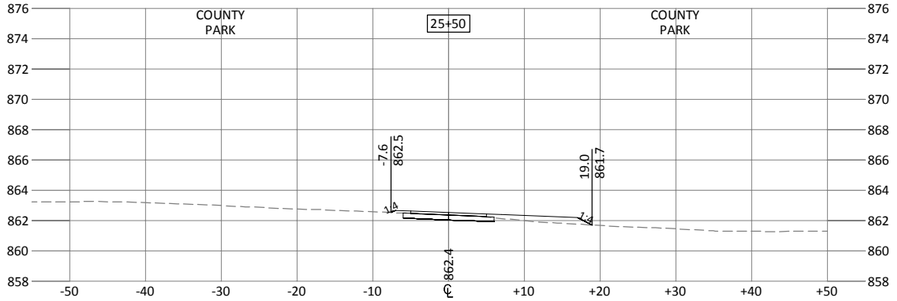
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

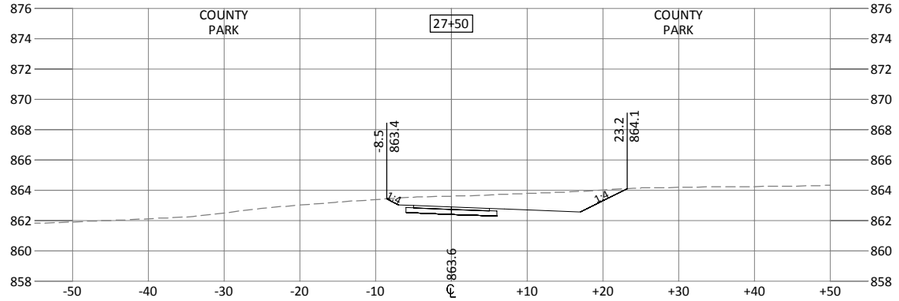


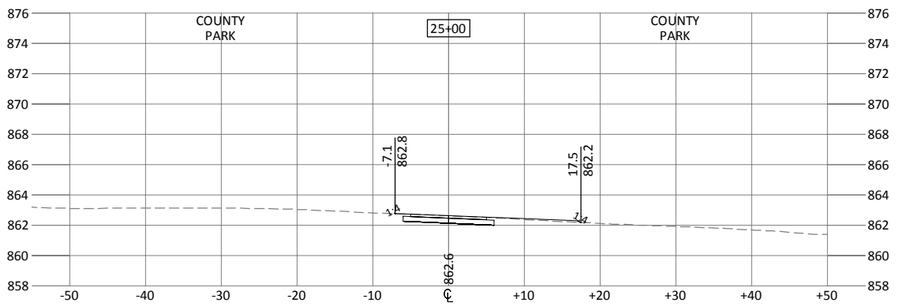


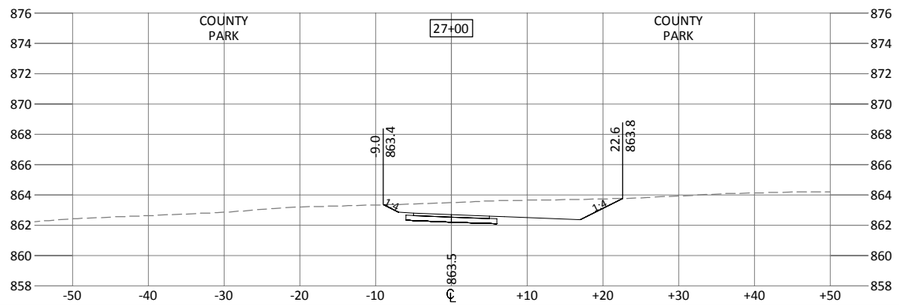












HORZ. SCALE 0 10 20 FEET

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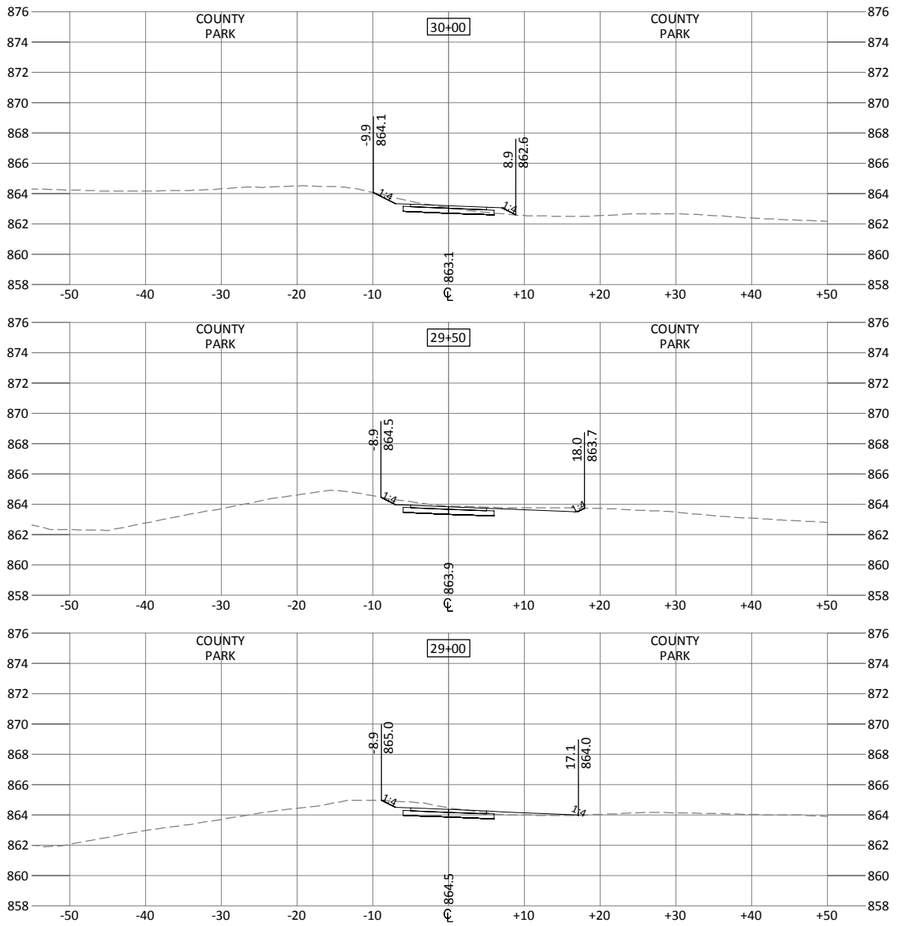
REV.	BY	DATE

CITY OF ANOKA, MINNESOTA

MISSISSIPPI RIVER TRAIL

WEST TRAIL (OFF-ROAD) CROSS SECTIONS

SP 103-090-003



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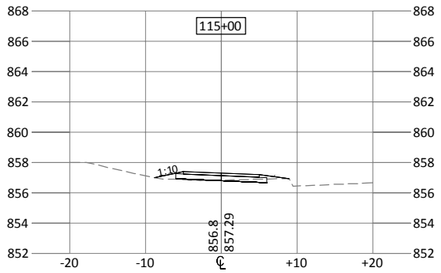
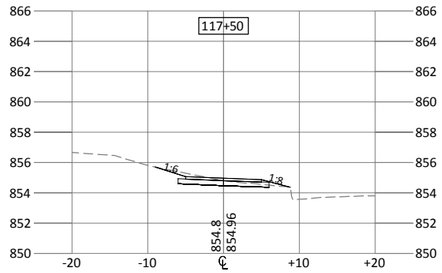
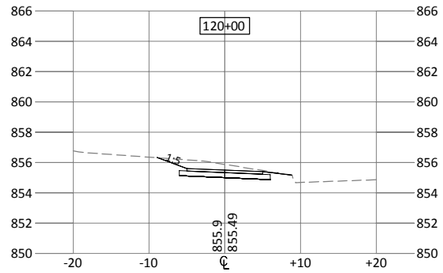
REV.	BY	DATE

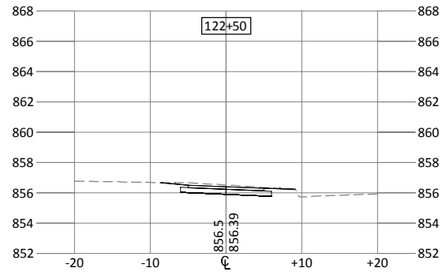
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
WEST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

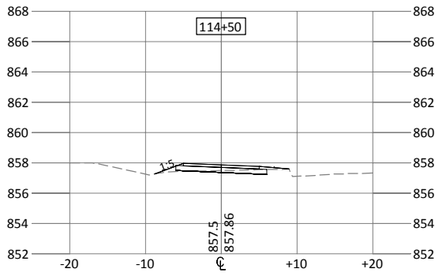
SHEET 46 OF 53

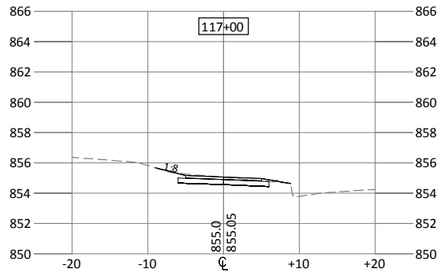


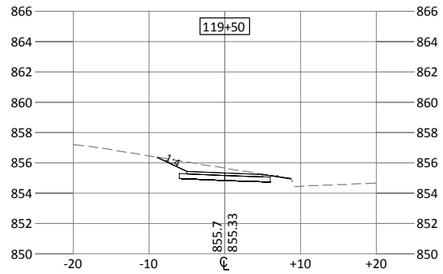


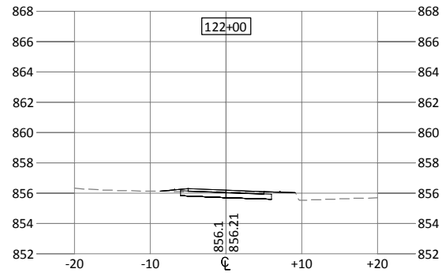


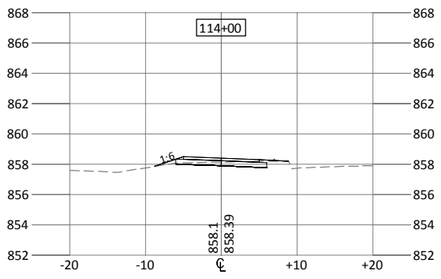


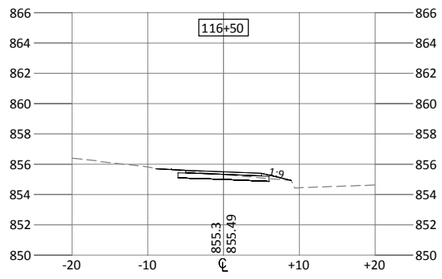


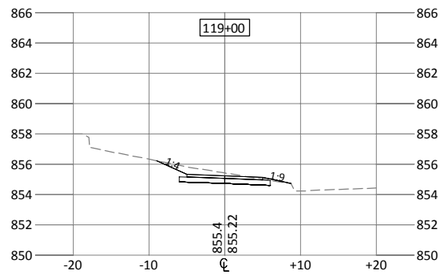


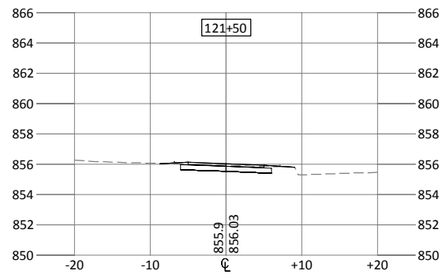


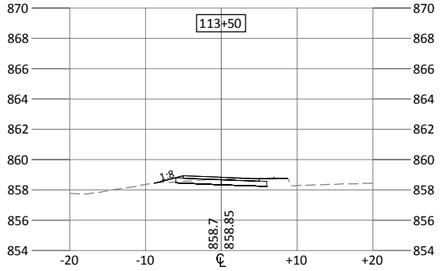


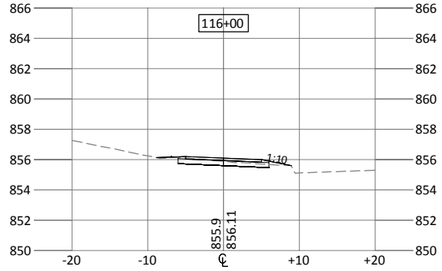


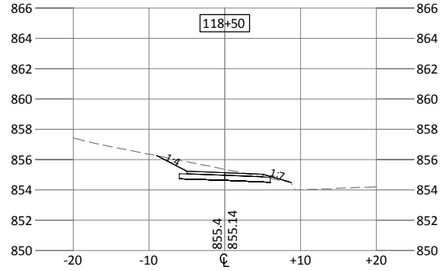


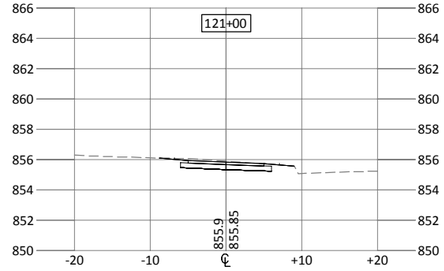


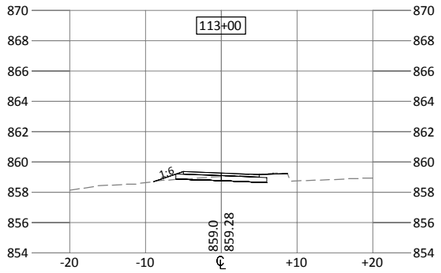


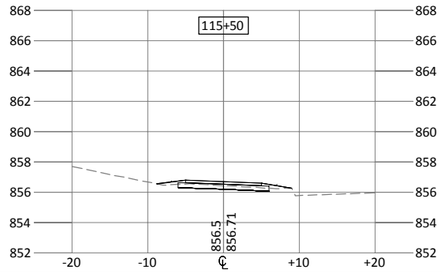


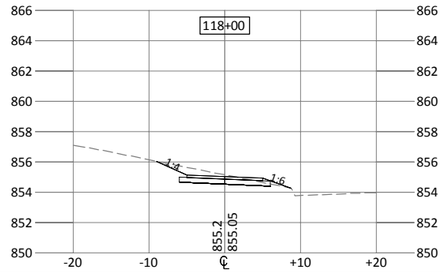


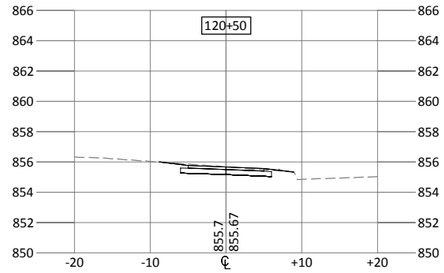












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KEVIN P. KIELB, P.E.

LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK

DRAWN AK

CHECKED KPK

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Consulting Engineers & Surveyors
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ROCHESTER, MN SPENCER, IA

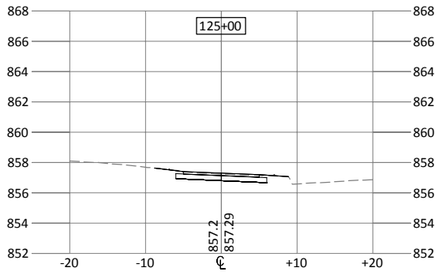
REV.	BY	DATE

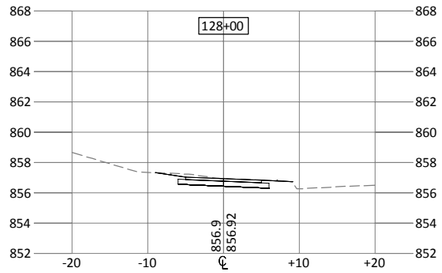
CITY OF ANOKA, MINNESOTA

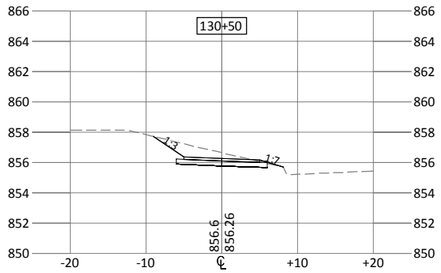
MISSISSIPPI RIVER TRAIL

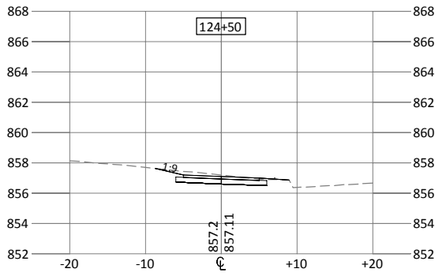
CENTRAL TRAIL (OFF-ROAD) CROSS SECTIONS

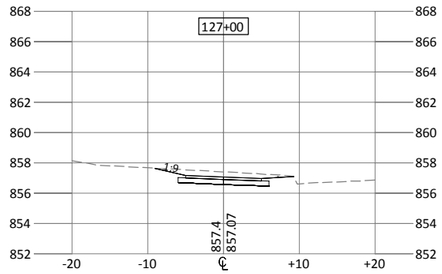
SP 103-090-003

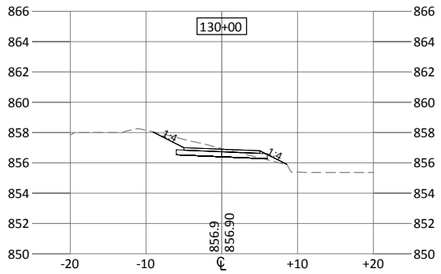


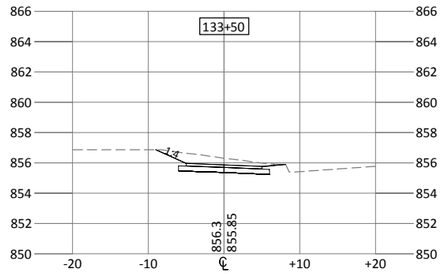


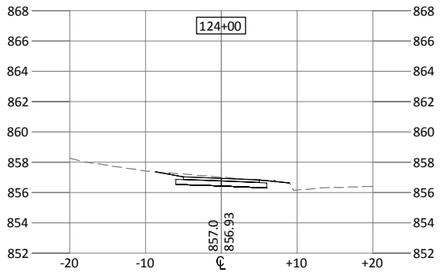


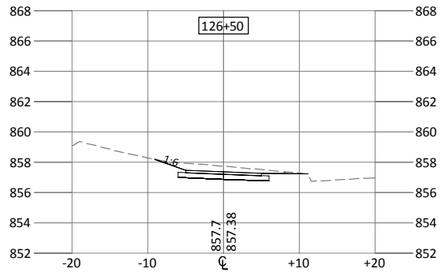


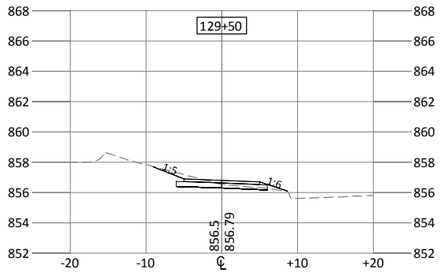


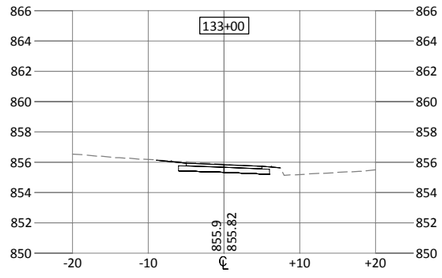


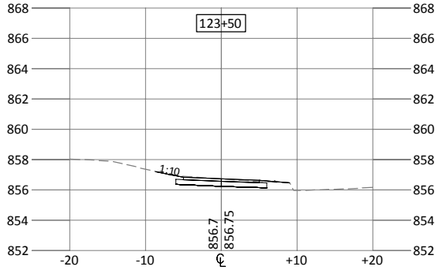


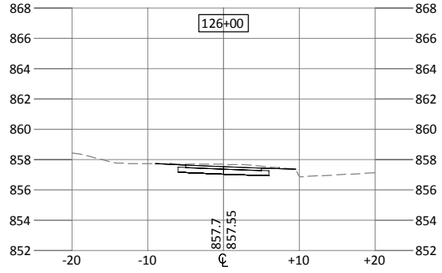


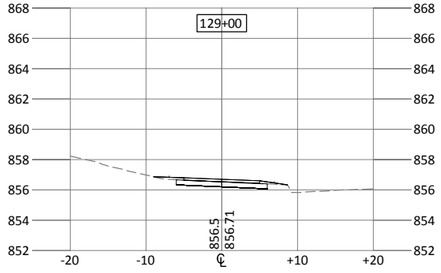


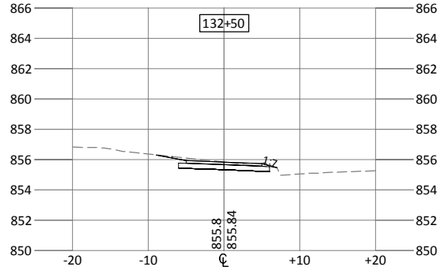


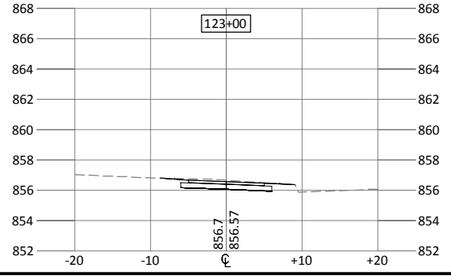


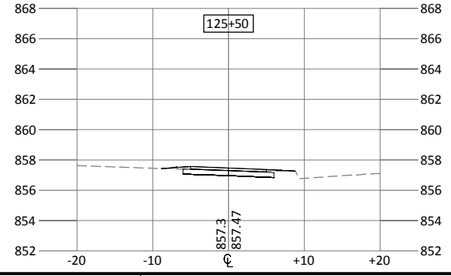


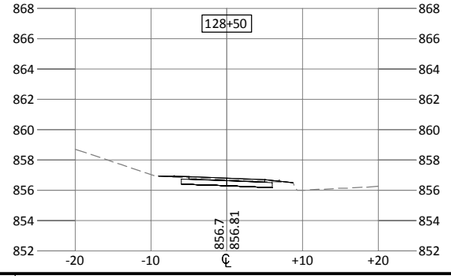


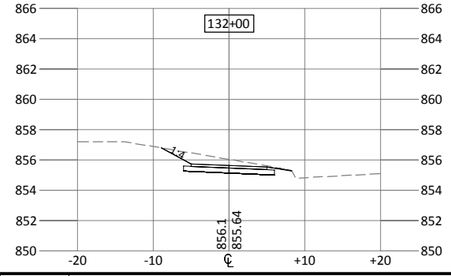












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KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

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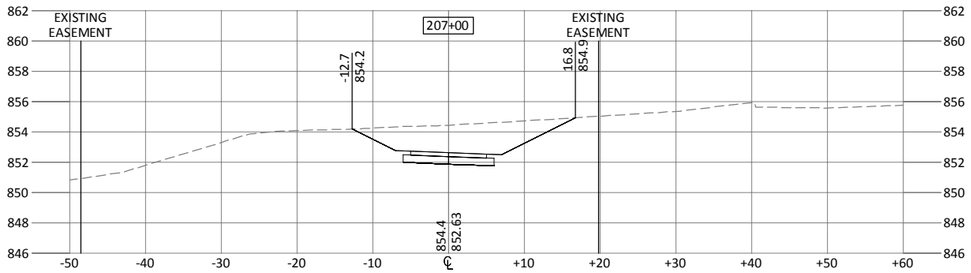
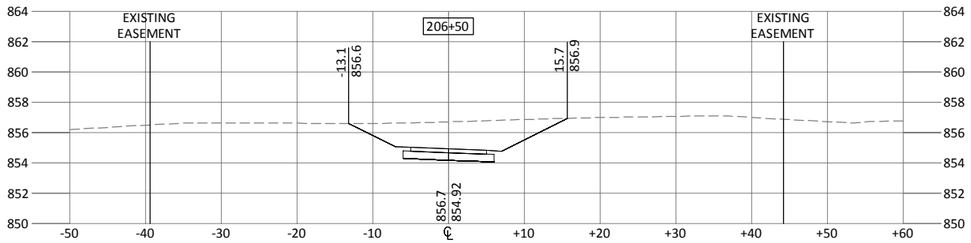
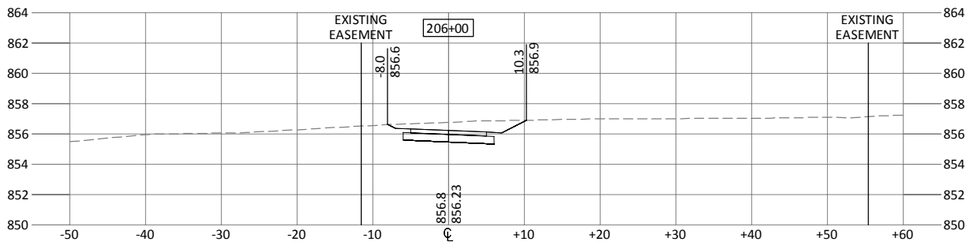
REV.	BY	DATE

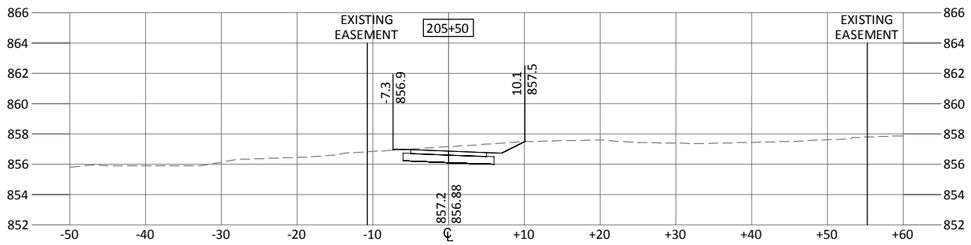
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
CENTRAL TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

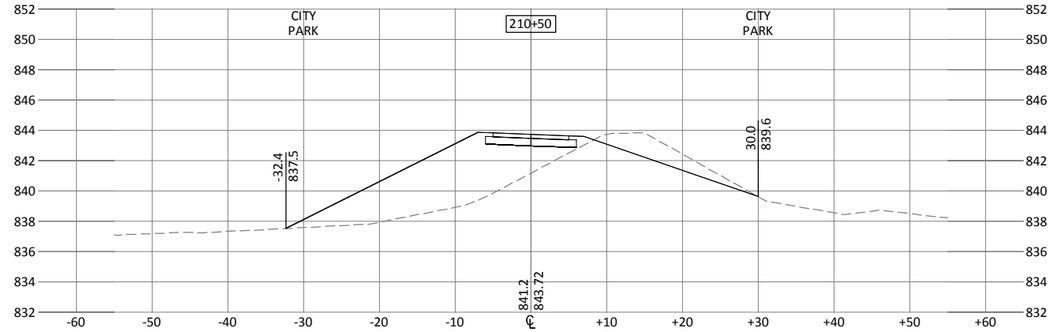
SHEET 48 OF 53

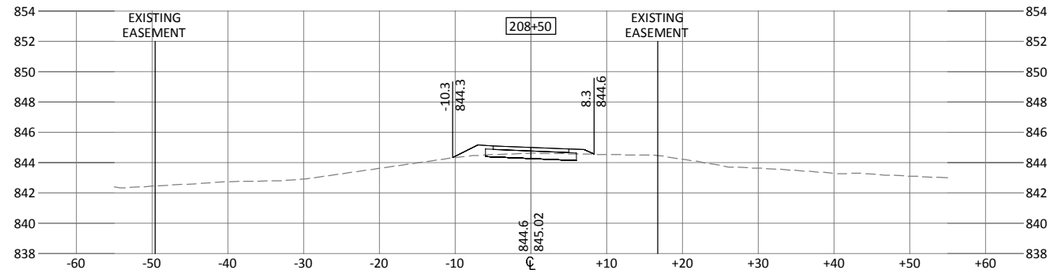


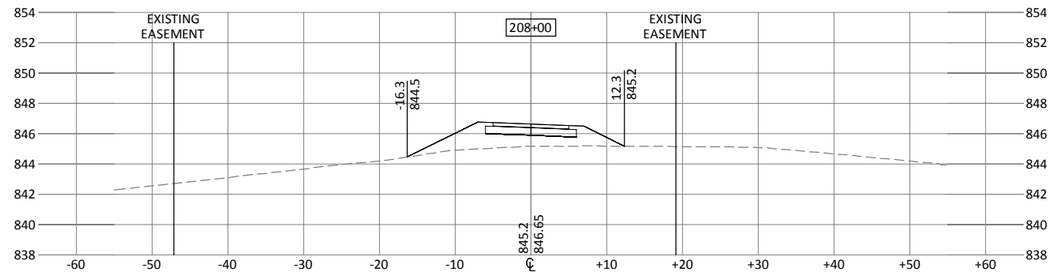


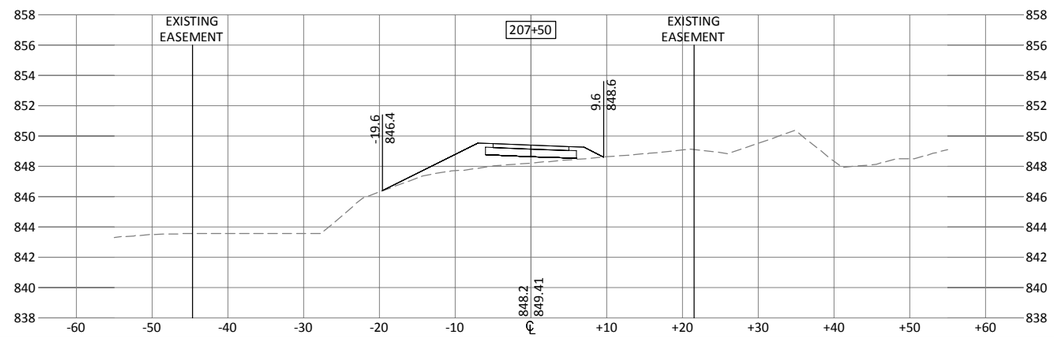












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LIC. NO. 23211 DATE 3/25/2013

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CHECKED KPK

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CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
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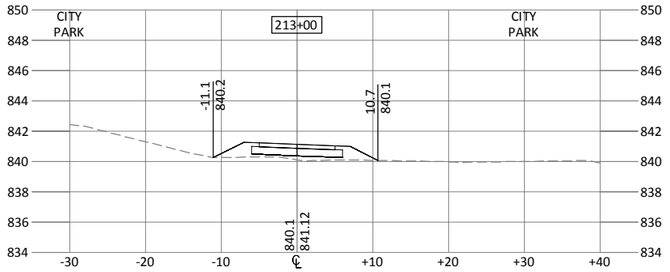
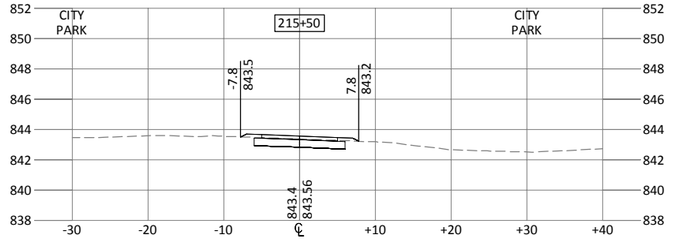
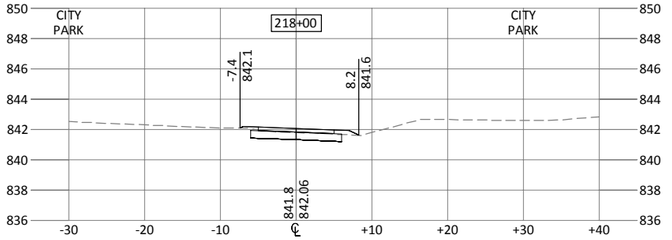
REV.	BY	DATE

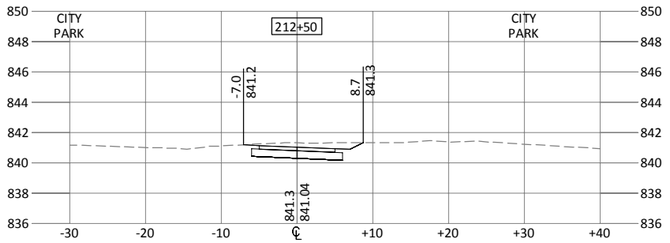
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

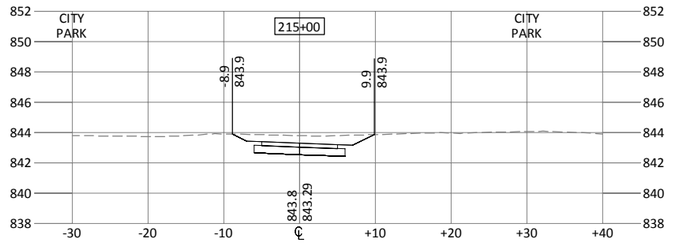
SHEET 49 OF 53

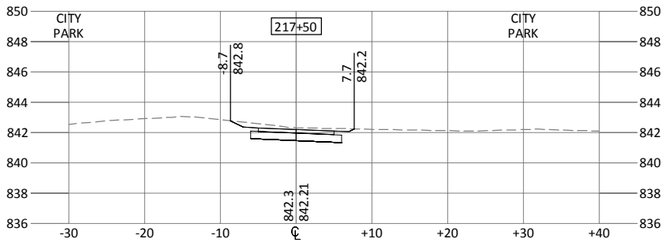


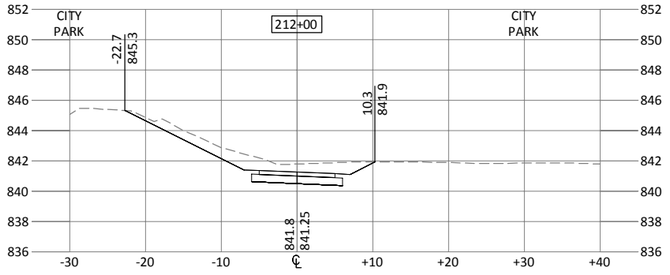


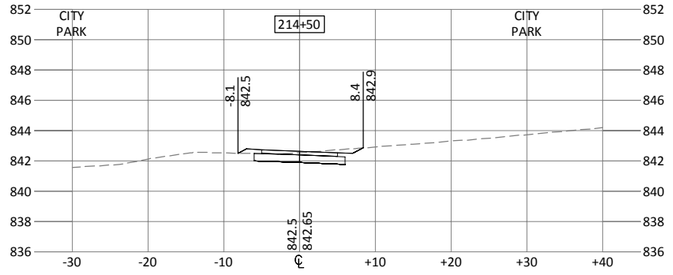


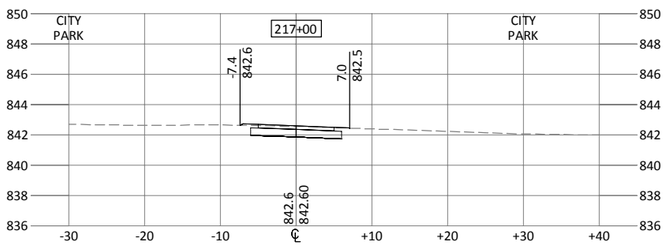


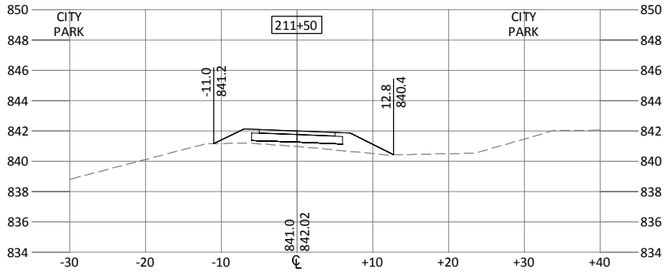


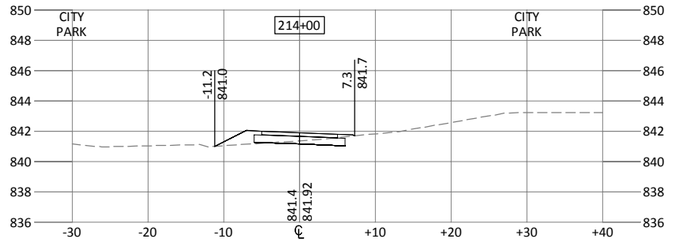


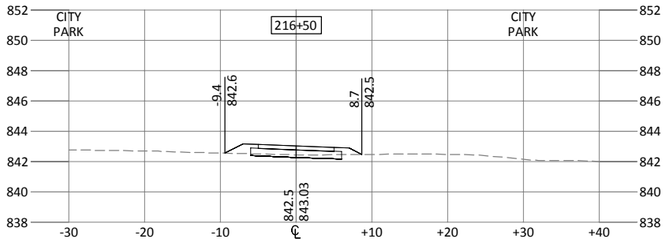


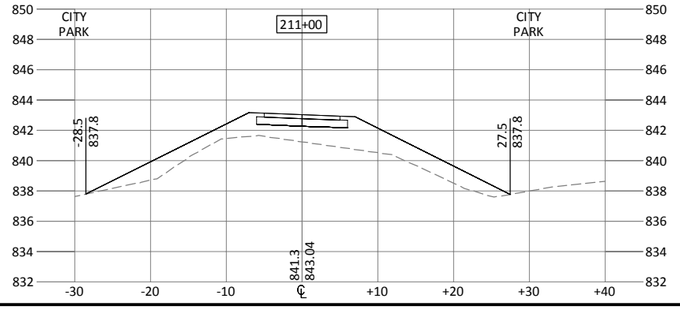


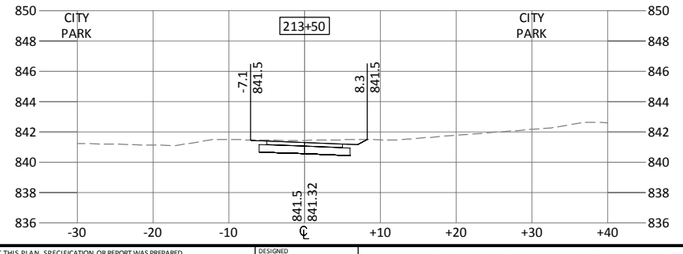


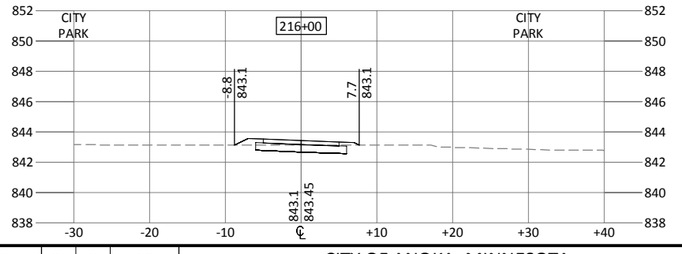












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I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

KEVIN P. KIELB, P.E.
LIC. NO. 23211 DATE 3/25/2013

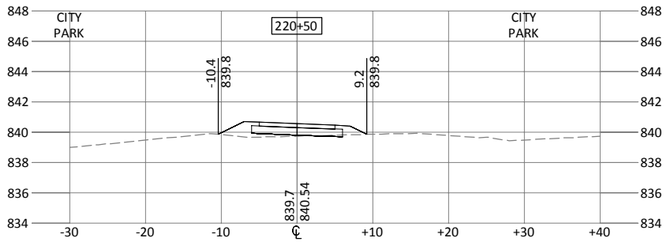
DESIGNED KPK/AK
DRAWN AK
CHECKED KPK

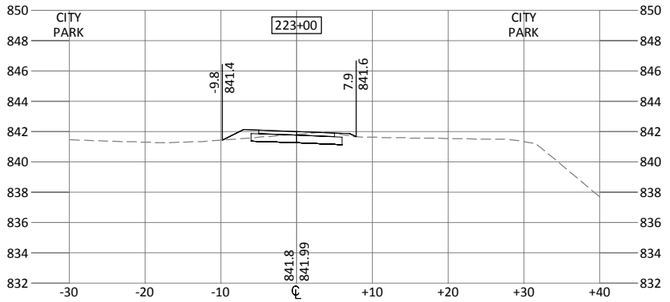
BOLTON & MENK, INC.
Consulting Engineers & Surveyors
MANKATO, MN FAIRMONT, MN SLEEPY EYE, MN WILLMAR, MN BURNSVILLE, MN
CHASKA, MN RAMSEY, MN MAPLEWOOD, MN BAXTER, MN AMES, IA
ROCHESTER, MN SPENCER, IA

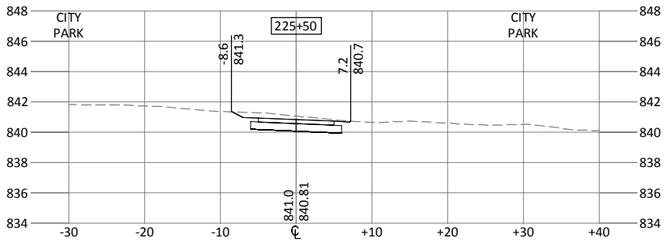
REV.	BY	DATE

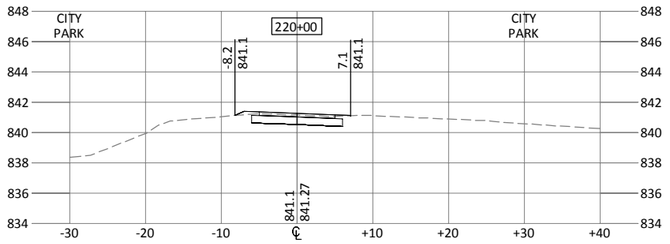
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

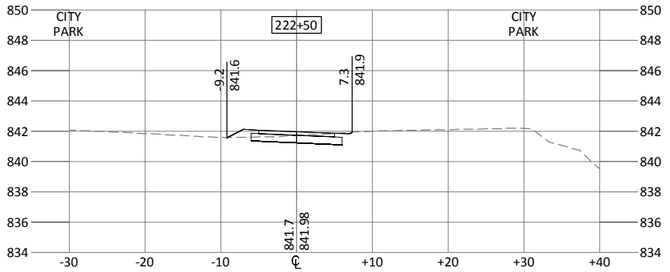
SHEET 50 OF 53

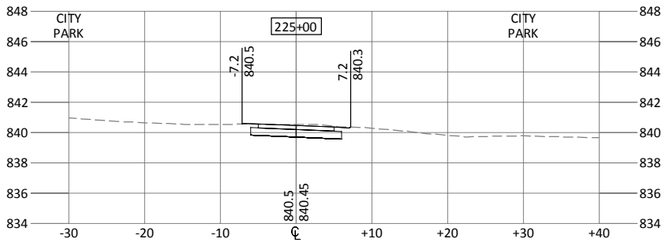


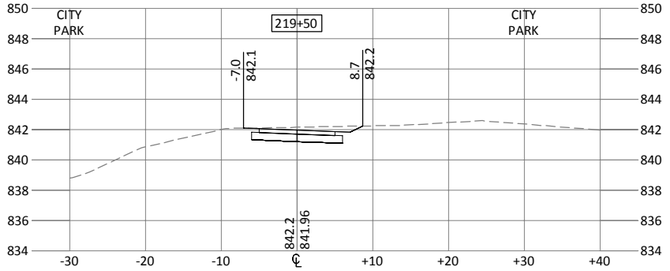


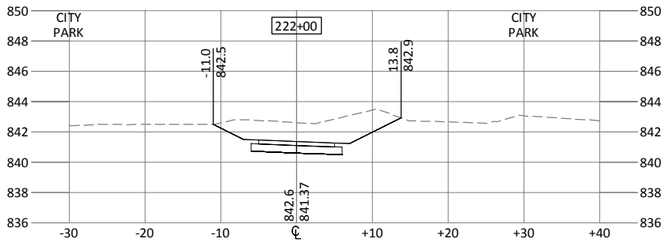


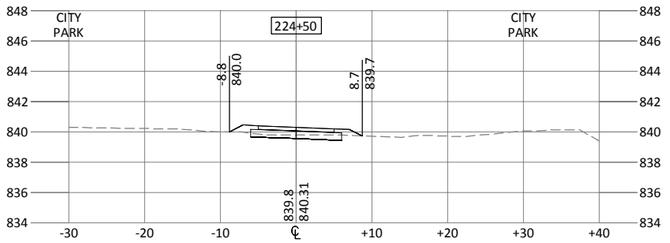


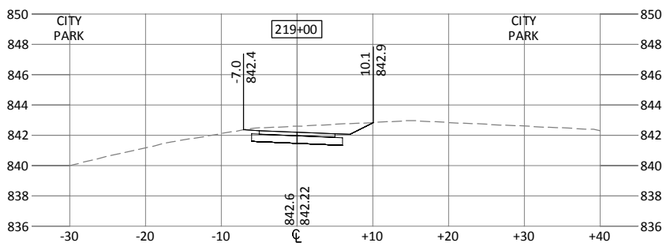


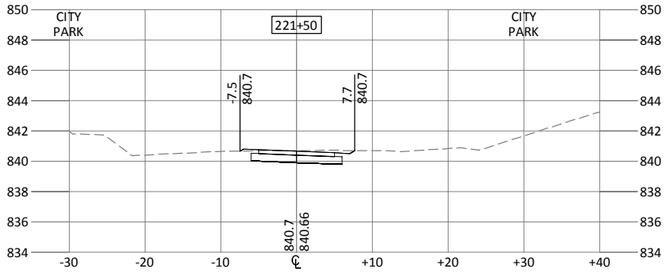


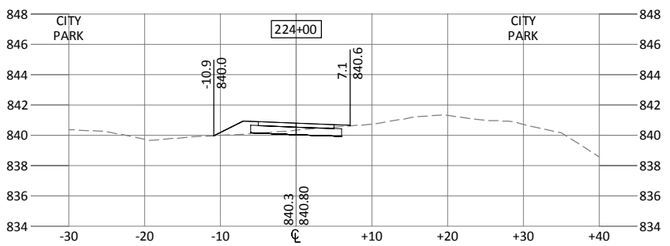


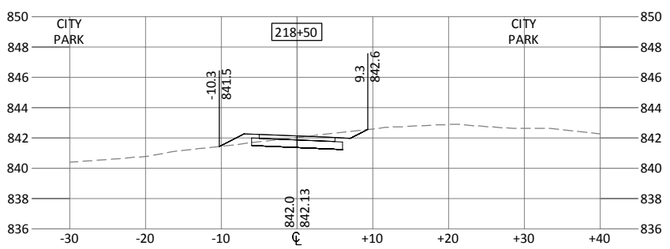


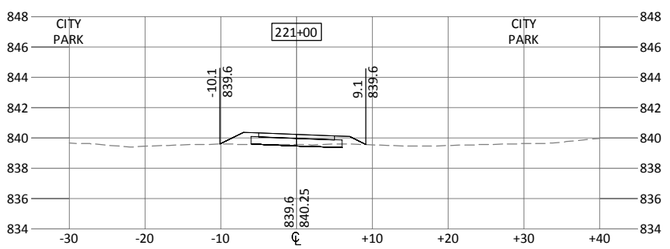


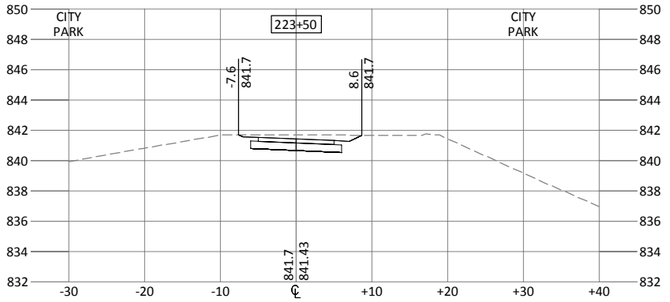












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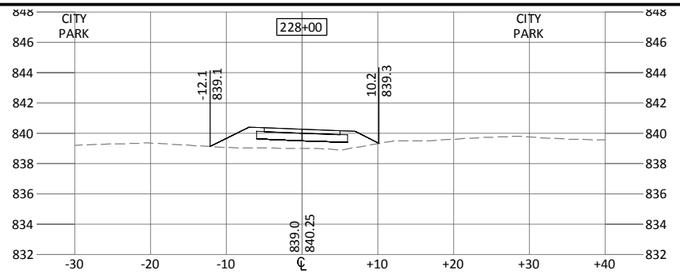
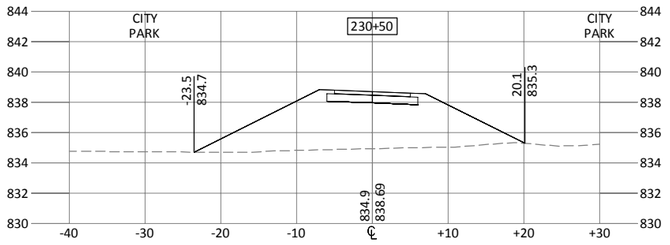
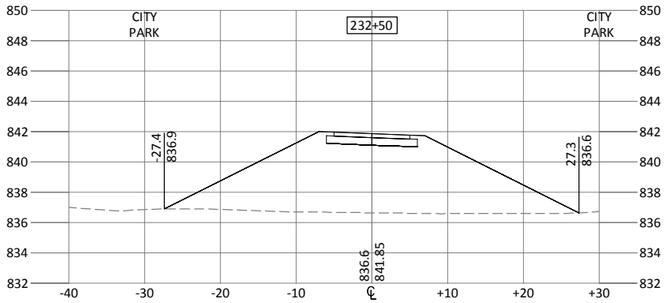
REV.	BY	DATE

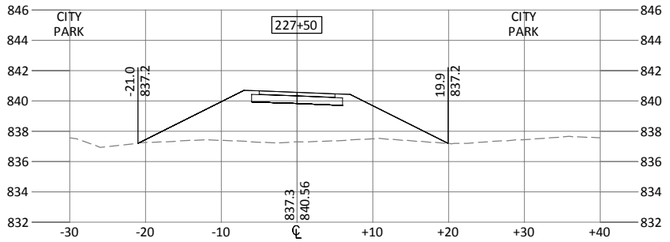
CITY OF ANOKA, MINNESOTA
MISSISSIPPI RIVER TRAIL
EAST TRAIL (OFF-ROAD) CROSS SECTIONS
SP 103-090-003

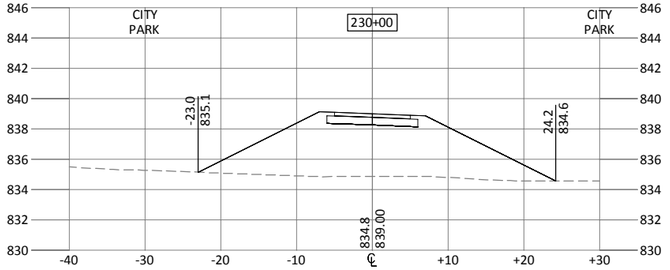
SHEET 51 OF 53

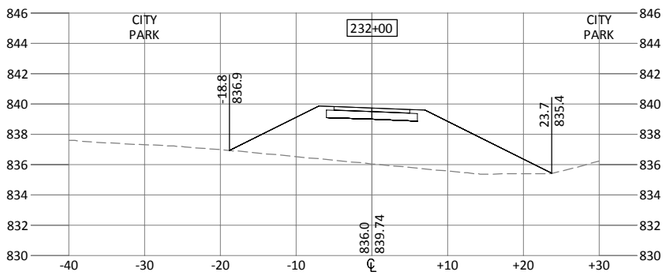


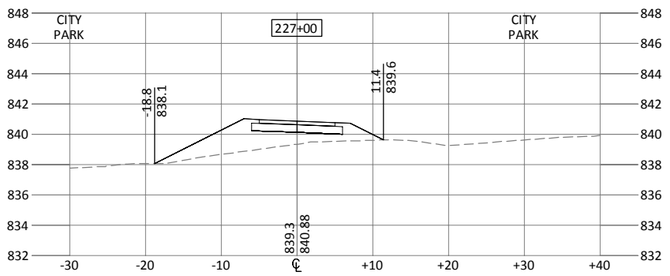


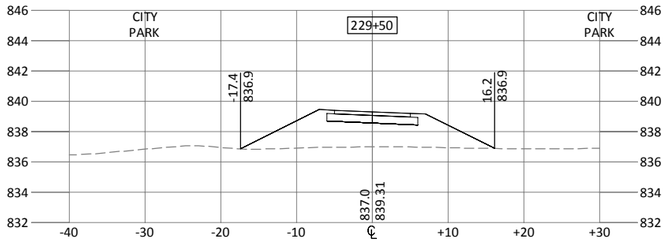


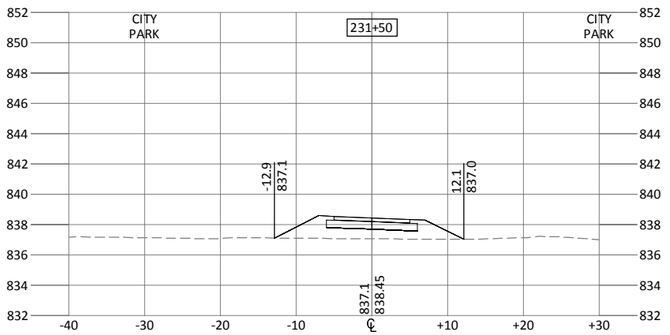


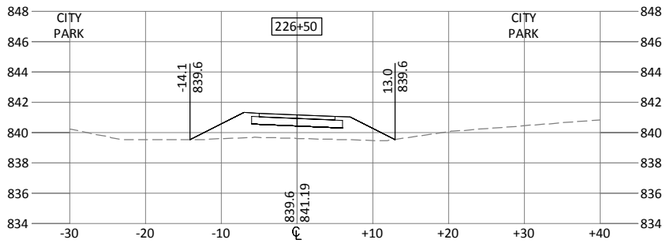


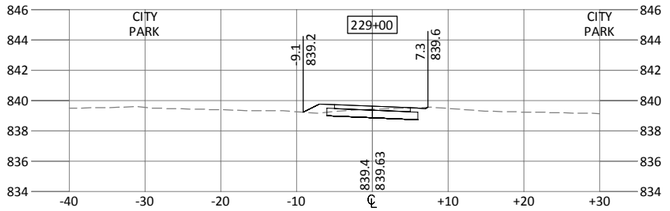


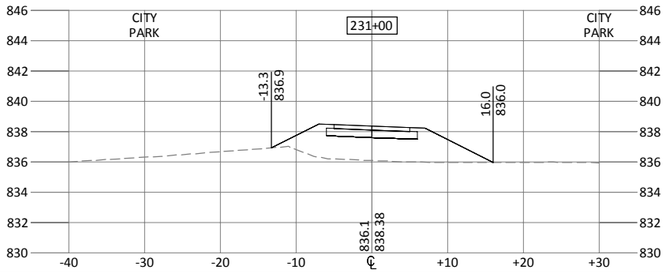


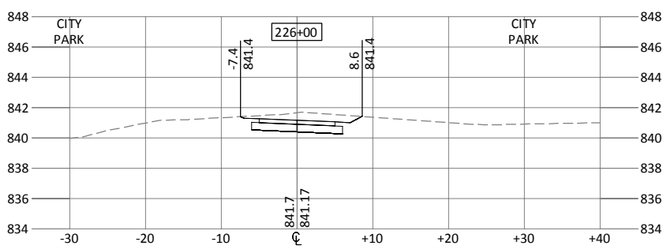


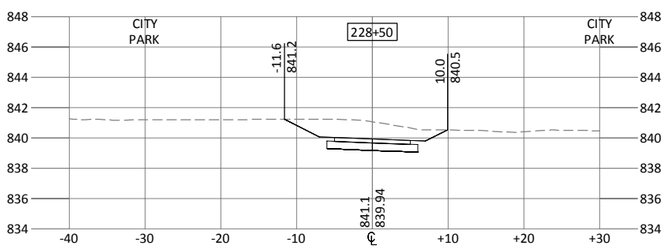












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REV.	BY	DATE

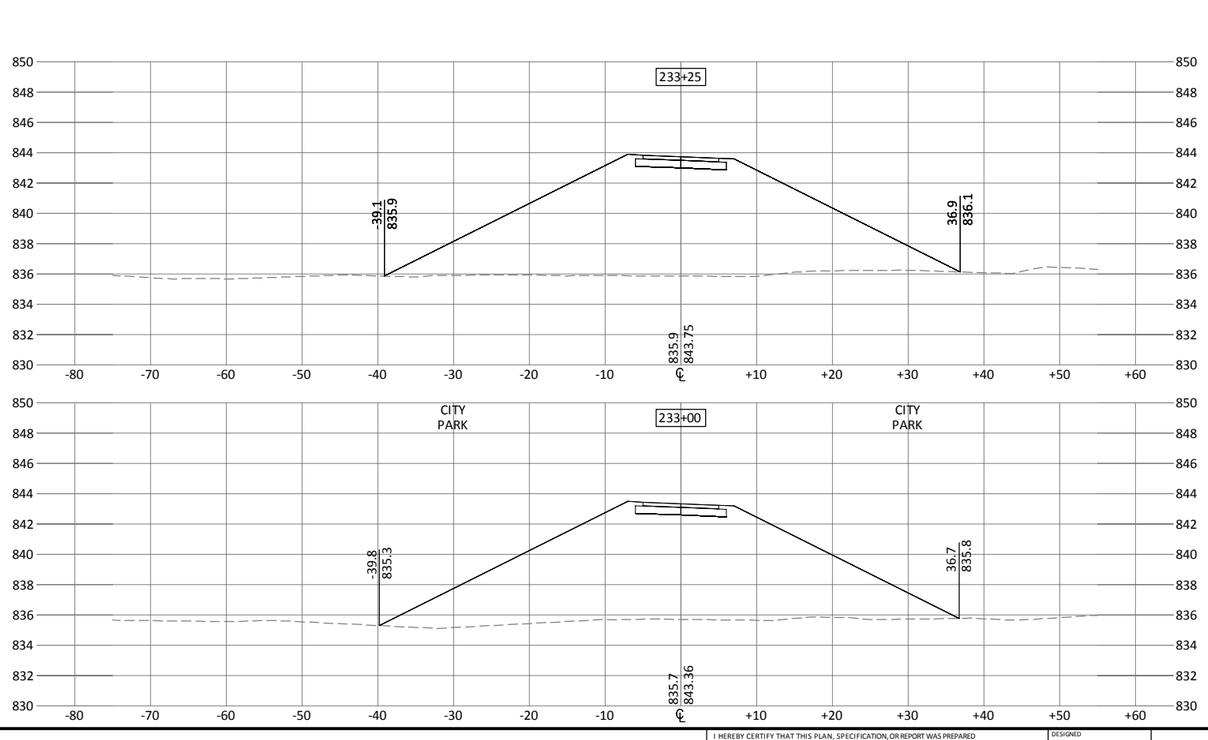
CITY OF ANOKA, MINNESOTA

MISSISSIPPI RIVER TRAIL

EAST TRAIL (OFF-ROAD) CROSS SECTIONS

SP 103-090-003

SHEET 52 OF 53



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REV.	BY	DATE

CITY OF ANOKA, MINNESOTA

MISSISSIPPI RIVER TRAIL

EAST TRAIL (OFF-ROAD) CROSS SECTIONS

SP 103-090-003

SHEET 53 OF 53

CC Regular Session **7. 5.**

Meeting Date: 08/13/2013

Submitted For: Meghan Mathson **By:** Meghan Mathson, Administrative Services

Information

Title:

2013 Happy Days Update

Background:

Staff would like to provide an update for the City Council on the coordination and planning efforts for the City of Ramsey's annual Happy Days Festival. Numerous documents pertaining to this case are attached: budget, schedule, site map, and event maps.

Funding Source:

The General Fund supports $7,000 toward Happy Days. The remainder is paid by donations and registration fees.

Council Action:

This case is informational only - no action necessary.

Attachments

Schedule 08072013
Budget Projection 08062013
Site Map 08062013
Parade Map
5k Map

Form Review

Inbox	Reviewed By	Date
Patrick Brama	Patrick Brama	08/07/2013 05:35 PM
Kurt Ulrich	Jo Thieling	08/08/2013 10:21 AM
Form Started By: Meghan Mathson		Started On: 08/05/2013 12:15 PM
Final Approval Date: 08/08/2013		

15th ANNUAL CITY OF RAMSEY

HAPPY DAYS

SATURDAY SEPTEMBER 7, 2013

PLATINUM SPONSORS

northgate church

CONNEXUS ENERGY
Your Community Energy Partner

BOB 106 FM\HD

Ramsey Raceway

THE residence AT THE COR

Freedom Christian Church

Ramsey EPB

BOLTON & MENK Engineers & Surveyors

LIONS INTERNATIONAL

THE COR

SATURDAY, SEPTEMBER 7, 2013

Pancake Breakfast	7:30 am	11:00 am
Connexus Energy 5K Run	8:00 am	---
USATF CERTIFIED		
Smile for a Mile Youth Run (10-17)	9:15 am	---
Kids Fun Run (Ages 9 & Under)	10:00 am	---
Car Show	11:00 am	2:30 pm
Happy Days Expos	11:00 am	7:00 pm
BUSINESS, CRAFT/MERCHANT, FARMERS		
Environmental Expo (new)	11:00 am	7:00 pm
ANIMALS, PLANTS, RAPTORS, KIDS ACTIVITIES, EXHIBITORS		
Kids Laser Tag & Paint Ball (new)	11:00 am	7:00 pm
Kids Fun & Activities (more in 2013)	11:30 am	7:30 pm
INFLATABLES, ROCK WALL, POWER BUNGEE, KIDS GAMES & ACTIVITIES		
Happy Days Parade	3:00 pm	4:30 pm
Dance Caravan *RENAISSANCE DANCE*	4:30 pm	5:30 pm
Bingo *IN EVENT TENT*	4:30 pm	---
Trebuchets *MIDDLE-AGES CATAPULTS*	4:30 pm	---
Ramsey Fire & Police Chili Cook-off (new)	4:30 pm	6:00 pm
Happy Days Logo Contest Award	5:00 pm	5:30 pm
Go Kart/Lawn Tractor Races	5:00pm	9:00 pm
RAMSEY RACEWAY, NORTH SIDE OF HIGHWAY 10 AT ARMSTRONG BLVD		
Bon Fires	6:00 pm	11:00 pm
American Roadhouse	5:00 pm	7:45 pm
Tim Gabrielson *THE MAGIC OF COMEDY*	7:45 pm	8:30 pm
Killer Hayseeds	8:30 pm	9:00 pm
Fireworks	9:00 pm	9:20 pm
Killer Hayseeds	9:20 pm	11:00 pm

Sunday Bike Tour Cancelled

American Roadhouse | Tim Gabrielson | Killer Hayseeds

PLATINUM SPONSORS

PHANTOM LURES

In'Tech Industries, INC.

BANK OF THE WEST

Do All PRINTING

GOLD SPONSORS

Ace Solid Waste
Connections Church
The Links at Northfork
NAU Country Insurance
1 Hour Heating & AC
Coborn's | PSD, LLC
Command Tooling
Wendell's
St. Katharine Drexel
Metro Dentalcare
Comfort Suites
Parkplace Studio

SILVER SPONSORS

Weikel Law Firm, PLLC
State Farm Insurance
MN Pro Paintball
Pearson Farm | Holiday Gas Station
Green Valley Greenhouse
The Bank of Elk River
Centerpoint Energy
Healing Therapeutic Services

LOCATION: 7550 Sunwood Drive NW – Ramsey, MN 55303 –Within The COR

WEBSITE ci.ramsey.mn.us **EMAIL** mmathson@ci.ramsey.mn.us **PHONE** 763-433-9831

Projected: 2013 Happy Days Budget

EXPENSES

EXPLICIT

Generators/lights/electrician (Cummins)	$	(7,200.00)
Fireworks (RES Pyrotechnics)	$	(6,000.00)
Inflatables (USA Inflatables)	$	(5,282.00)
Killer Hayseeds (Music Works)	$	(3,000.00)
American Roadhouse (Music Works)	$	(1,200.00)
20x20 Happy Days Tent (Metro Tent)	$	(240.47)
40x100 Bingo Tent (Metro Tent)	$	(855.00)
40x120 Enviro. Expo Tent (Metro Tent)	$	(965.00)
40x40 Northgate Church Tent (Metro Tent)	$	(615.00)
Stage (Midway Rental)	$	(1,664.08)
Tables (Midway Rental)	$	(1,993.22)
Sanitary Services (Biff's)	$	(803.44)
Staff Food (various Ramsey biz)	$	(700.00)
5K T-Shirts/Supp./Medals (Do All Print.)	$	(1,500.00)
Plaques/Awards	$	(600.00)
Clown & Face Paint/Command Tooling Syst.	$	(750.00)
Express Signs	$	(352.69)
The Courier Ad #1	$	(208.41)
The Courier Ad #2	$	(208.41)
Fireworks Insurance Premium (Ramsey)	$	(250.00)
Music License (ASCAP)	$	(332.00)
Happy Days Logo Contest Winner	$	(50.00)

IN-KIND DONATION VALUES:

Ramsey, Personnel Estima. (event wk only)	$	(5,000.00)
Ramsey, Materials/Printing	$	(1,000.00)
Ramsey, Special Events Permit Fee (wavied)	$	(500.00)
Ramsey, Fireworks Permit Fee (wavied)	$	(200.00)
Staff Shirts, InTech	$	(1,000.00)
Ramsey, Sign Permit Fee (waived)	$	(25.00)
Do All Printing Banners	$	(1,000.00)
Tim Gabrilson, Connections Church	$	(750.00)
Waste Services, Ace Solid Waste	$	(579.15)
Car Show Awards, Wendell's	$	(500.00)
Car Show Staffing/Tent, State Farm	$	(500.00)
Room Give Aways, Comfort Suites	$	(500.00)
Golf Carts (4), The Links	$	(400.00)
Gas Card Give Aways (4), Holiday	$	(100.00)
Pearson Farms, Hay	$	(300.00)
Green Valley Greenhouse, Decorations	$	(200.00)
Photography Services, Parkplace Studio	$	(500.00)

TOTAL EXPENSES $ (47,823.87)

REVENUES

EXPLICIT

City of Ramsey (cash donation)	$	7,000.00	C
Ramsey Raceway Lease Payments	$	5,500.00	C
Inflatables, Northgate Church (exclusive)	$	5,282.00	C
40x40 Tent, Northgate Church (exclusive)	$	615.00	C
Bank of the West (cash dontation)	$	2,000.00	C
5K/Fun Run, Connexus Energy (exclusive)	$	2,000.00	IN
Lions Club (cash donation)	$	1,500.00	IN
Main Stage, Bolton and Menk (exclusive)	$	1,500.00	IN
40x100 Bingo Tent, Residence (exclusive)	$	1,000.00	IN
40x120 Tent, Enviro. Expo EPB (exclusive)	$	1,000.00	C
Command Tooling System (exclusive)	$	750.00	IN
PSD (cash donation)	$	500.00	IN
Coborn's (cash donation)	$	500.00	IN
Expos, Metro Dentalcare (exclusive)	$	500.00	IN
One Hour Heat. & Air Cond. (cash donation)	$	500.00	IN
NAU Country Insurance (cash donation)	$	500.00	C
St. Katharine Drexel (cash donation)	$	400.00	IN
Weikel Law Firm, PLLC (cash donation)	$	250.00	IN
Center Point Energy (cash donation)	$	100.00	IN
The Bank of Elk River (cash donation)	$	50.00	IN

EVENT REGISTRATION FEES

Craft Fair/Biz Exp/Political	$	1,500.00	P
Parade	$	700.00	P
Food Vendors (7)	$	1,050.00	IN
5k Registrations	$	900.00	P

IN-KIND DONATIONS

Ramsey Personnel Estimation (in-kind)	$	5,000.00	C
Ramsey, Materials/Printing (in-kind)	$	1,000.00	C
Ramsey Special Events Permit Fee (in-kind)	$	500.00	W
Ramsey Fireworks Permit Fee (in-kind)	$	200.00	W
Staff Shirts, InTech (in-kind)	$	1,000.00	C
Ramsey, Sign Permit Fee (in-kind)	$	25.00	C
Do All Print./Sponsorship Banners (in-kind)	$	1,000.00	C
Tim Gabrilson, Connections Chur. (in-kind)	$	750.00	C
Ace Solid Waste, Waste Services (in-kind)	$	579.15	C
Car Show Awards, Wendell's (in-kind)	$	500.00	C
Car Show Staffing/Tent, State Farm (in-kind)	$	500.00	C
Room Give Aways, Comfort Suites (in-kind)	$	500.00	C
Golf Carts (4), The Links (in-kind)	$	400.00	C
Gas Card Give Aways (4), Holiday (in-kind)	$	100.00	IN
Pearson Farms, Hay	$	300.00	C
Green Valley Green., Decorations (in-kind)	$	200.00	C
Photography Serv., Parkplace Stud. (in-kind)	$	500.00	C

TOTAL REVENUES $ 48,651.15

NOTE: the HDC has a balance of about $2,000 in their account today

NET BALANCE (projected) $ 827.28

2013 HAPPY DAYS
MAP (draft) 08/05/2013

Fireworks
350' Fall Out Zone

Fireworks Set Up
Ramsey PKWY

Vendor Access (to Ramsey Parkway)

Vendor Water
Access

DUMPSTER

Fireworks
350' Fall Out Zone

BATHROOMS

MAIN STAGE

FOOD VENDORS

Helicopter Rides

BINGO

Mini Stage

TABLES

FIRES

FOOD VENDORS

Food Vendor Parking

Protect Path to Scouts

ENVIRONMENTAL EXPO

BEER

CHILI

NORTH GATE

INFLATABLES

SCOUTS
Trebuchets

Trebuchets Shooting Range

Parade Route

EXPOS (BIZ, CRAFT, FARM, POL)

SCOUTS
Laser Tag

SPONSOR WALL

SUNWOOD DR

CAR SHOW

HAPPY DAYS

Open To Public

BATHROOMS

INFO BOOTH

Overflow Parking

Located just west of the ramp (past the construction site). Enter off Civic Center Drive/ Ramsey Parkway

DC

CAR SHOW BOOTH

VOOD DR

SUNWOO

Public Parking
Floors 1,2,3

BATHROOMS

Parade Route

Open To Public

Ramp Entrance

Open To Public / Parade Route

Handicap & Emergency Parking

CIVIC CENTER DR

Open To Public

Open To Public

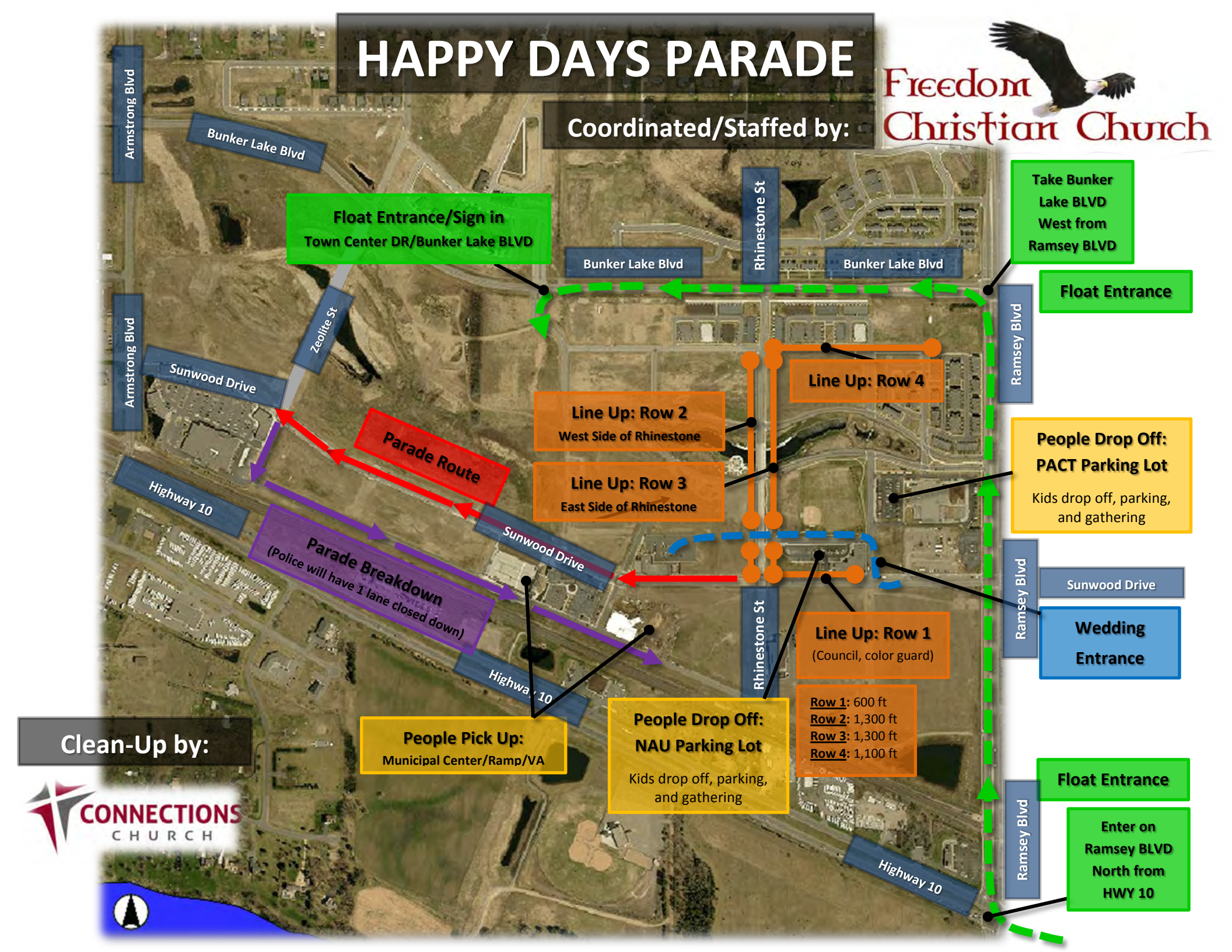
Restricted Parking (VA)
Food Vendors, Towing Trucks, Emergency Service Vehicles

0 111ft

HAPPY DAYS PARADE

Coordinated/Staffed by:

Freedom Christian Church



Clean-Up by:

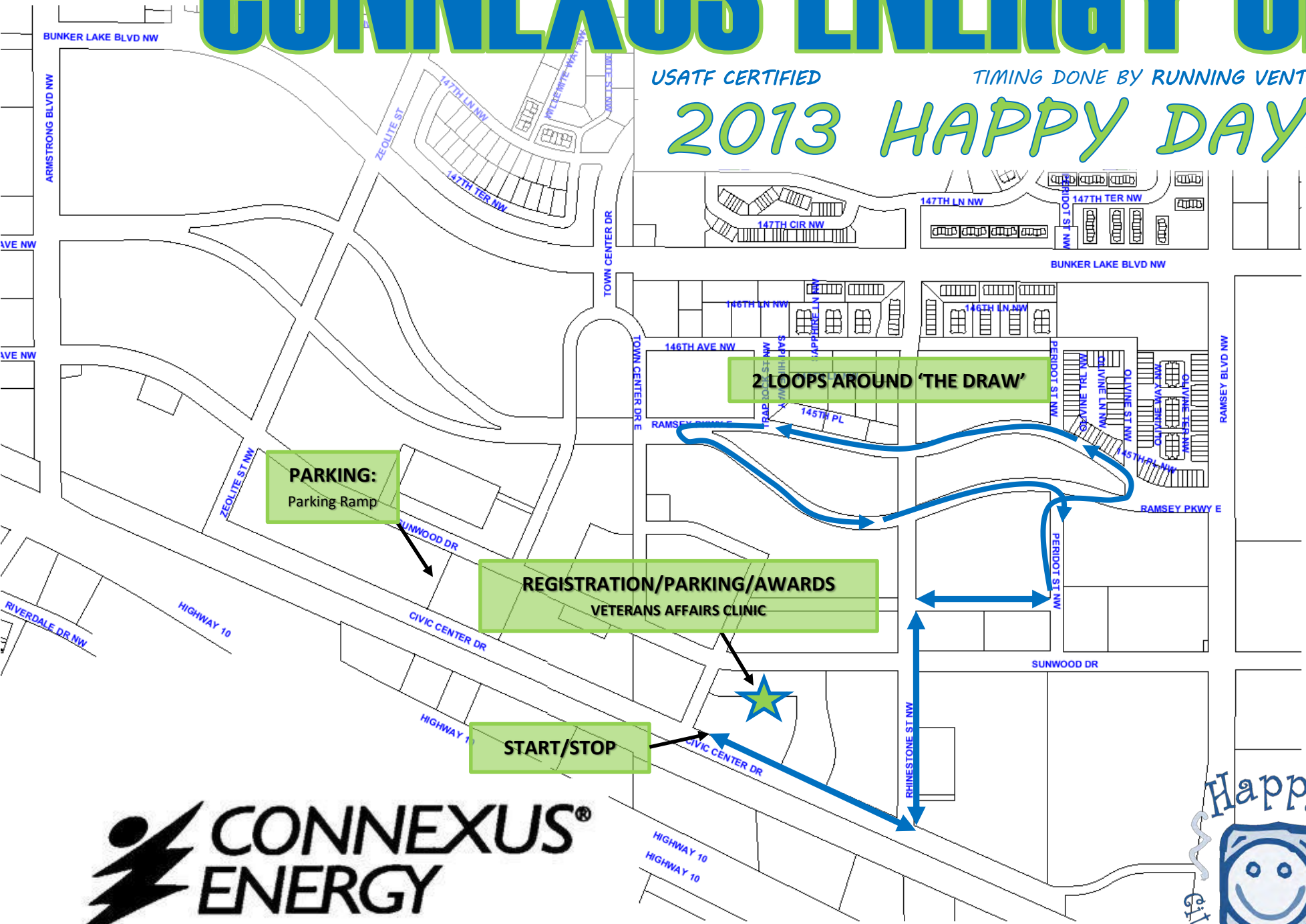
CONNECTIONS CHURCH

CONNEXUS ENERGY 5K

USATF CERTIFIED

TIMING DONE BY RUNNING VENTURES

2013 HAPPY DAYS



CONNEXUS® ENERGY

Your Community Energy Partner

Happy Days City of Ramsey

CC Regular Session **7. 6.**

Meeting Date: 08/13/2013

By: Mark Riverblood, Engineering/Public Works

Information

Title:

Decommission One Tennis Court, and Refurbish Three Other Courts

Background:

One of the city's first improved parks was Titterud Park, named after the family that platted the adjoining land and dedicated the space there for the park that is still in use today. In the late 1970's several improvements occurred in the park, including the installation of a two-court tennis court (with lights being added later).

The courts have been color-coated several times over the decades, and in 2007 Staff routed the significant vertical cracks in the court and patched with bituminous in an attempt to extend the courts useful life. While this did extend the time the courts could be used for play a short while, thereafter the color-coating began to spall off in increasingly larger pieces. In the spring of 2012 Staff inspected the courts and deemed they were no longer safe for play and did not install the nets.

Attached are photos of the last attempt to extend the useful life of the tennis courts 5 + years ago.

Notification:

Observations/Alternatives:

Removal of Tennis Courts - and relocation of lights

Shortly after the Titterud courts were deemed unsafe for play, Staff posted a notice at the entrance to courts asking potential patrons to contact Staff if they had questions or concerns with the court's closure. Two inquiries were made in 2012 by residents regarding the courts, and in both cases the individuals were asked to consider playing elsewhere, and informed that the courts were likely to be recommended for removal - with a concurrent evaluation as to the feasibility of relocating the lighting system to Central Park's courts.

In that only two parties made inquiries on the status of the courts in the spring of 2012, (and none known of since that time), coupled with the fact that there have been no known complaints registered about the proposal to eliminate the tennis courts - Staff and the Park and Recreation Commission are recommending their removal.

Replacement of the courts (as they would need complete removal to provide for soil corrections) would be a minimum of $60,000 (estimated). The City also has 4 courts at Rivers' Bend Park, 4 at Central Park, and a single court each at Riverdale and Fox Parks.

The removal of the courts and recycling of the materials can be performed in-house with Public Works Staff as time permits. The lighting relocation from Titterud to Central Park would consist of the following detail as outlined by Connexus Energy.

1) Disconnect lights at current location,
2) Disconnect service panel for move and reconnect at new
3) Move Light Poles and fixtures to Central Park
4) City of Ramsey Park's staff will need to fill the holes at Titterud immediately after the poles are removed.
5) Plow/trench 400’ of conduit and wire at Central Park

6) City of Ramsey will be responsible for final turf restoration.
7) Remove light control button, and reinstall at new location.
8) Make all electrical connections required for service
9) City of Ramsey will need to apply for metered electric service at the new feed point at Central Park
10) No allowance for repair work on fixtures

The Total cost for the above is anticipated to not exceed $8,000 (not including staff and equipment time).

Refurbish Three Tennis Courts

At the same time as the Titterud tennis courts are proposed for removal from Ramsey's park system (with the benefit of adding lights to the courts at Central Park); staff is recommending reconditioning and color-coating three other courts.

These courts are at the following locations, with the estimated cost of refurbishment:

- Fox Park $7,500
- Riverdale Park $6,500
- Central Park $30,000

Total $44,000

It should be mentioned that as part of the color coating of the courts, 'Pickle Ball' striping will also be added to two of the four courts at Central, adding another recreational opportunity for residents.

Recommendation:

Staff recommends the removal of the two courts and fencing at Titterud Park in-house, with the relocation of the lights to Central Park by contractor.

-And-

That, Staff be authorized to obtain quotes from the appropriate trades to refurbish the three tennis courts at the parks mentioned above; and the removal and installation of Titterud Park's lighting system at Central Park at a not-to-exceed cost of $52,000, from the Park Maintenance Fund.

Funding Source:

No supplemental funding is required at this time for the court removal, as the equipment and trucking time to remove the courts would be accommodated by the Public Works operating budget. Additionally, there may be a few hundred dollars in salvage or scrap value from the posts and fencing at Titterud's court.

As for the tennis court refurbishment and relocation of the lighting, the recommended funding source is the Park Maintenance Fund #810 which has a present balance of $142,000.

Council Action:

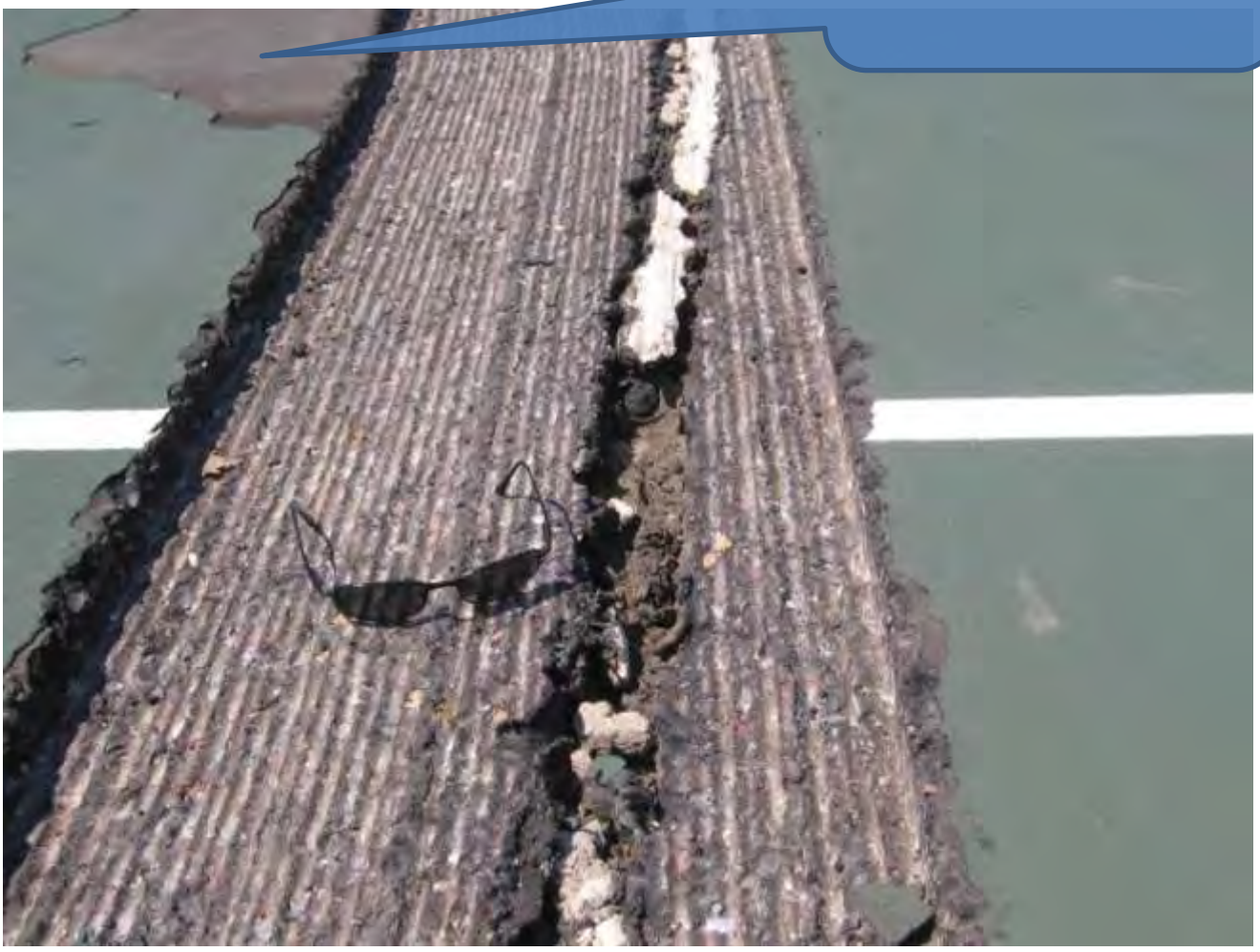
Motion to authorize staff to decommission the tennis court at Titterud Park, relocate the lighting system to Central Park; and refurbish the tennis courts at Central, Fox, and Riverdale Parks' to be funded from the Park Maintenance Fund at a not-to-exceed cost of $52,000.

Attachments

2007 crack repair project

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	08/07/2013 03:38 PM
Diana Lund	Diana Lund	08/08/2013 10:03 AM
Kurt Ulrich	Jo Thieling	08/08/2013 10:17 AM
Form Started By: Mark Riverblood		Started On: 07/31/2013 03:20 PM
Final Approval Date: 08/08/2013		



Note spalling surface already developing in 2007

CC Regular Session **7. 7.**

Meeting Date: 08/13/2013

By: Tim Gladhill, Community Development

Information

Title:

Consider Resolution #13-08-134 Re-Affirming Grant of Cross Access and Maintenance License Agreement to Ramsey JR Partners, LLC on Tract C, Registered Land Survey No. 151 (Adjacent to 6139 Highway 10 NW and 6141 Highway 10 NW)

Background:

On July 15, 2005 the City of Ramsey (the "**CITY**") acquired fee title to Tract C, Registered Land Survey No. 151. Prior to July 15, 2005, Ramsey Premier Partners, LLC held fee title to the Property. Tract C is the site of a former building destroyed by an explosion in the mid-2000s. On July 15, 2013, in conjunction with the closing on the acquisition of the Property, the City executed a Cross Access and Maintenance License Agreement to Ramsey JR Partners, LLC on the Property for vehicular and pedestrian ingress and egress purposes to the benefit of Tracts A and B, Registered Land Survey No. 151. However, this Easement/Agreement was never recorded with the Anoka County Recorder and did not become part of the title for the Property. Ramsey JR Partners, LLC now desires that this Agreement be recorded as originally approved in 2005. Tract A is commonly known as 6141 Highway 10 NW (former event center). Tract B is commonly known as 6139 Highway 10 NW, currently occupied by the Outpost Bar and Grill.

A City resolution is required in order to allow the easement to be recorded with the Anoka County Recorder and become part of the title for the Property. In addition, the Property was acquired with the utilization of Right-Of-Way Acquisition and Loan Fund (RALF) dollars, the Metropolitan Council will also need to consent to the recording of the easement.

Recommendation:

Since the Agreement appears to have been previously approved by the City, but not recorded, Staff would recommend that the City Council adopt Resolution #13-08-134.

Funding Source:

Preparation of this case is being handled as part of normal Staff duties.

Council Action:

Motion to adopt Resolution #13-08-134 re-affirming a previous grant of Cross Access and Maintenance License Agreement to Ramsey JR Partners, LLC on Tract C, Registered Land Survey No. 151.

Attachments

Site Location Map
Copy of Plat
Executed Easement
Proposed Resolution

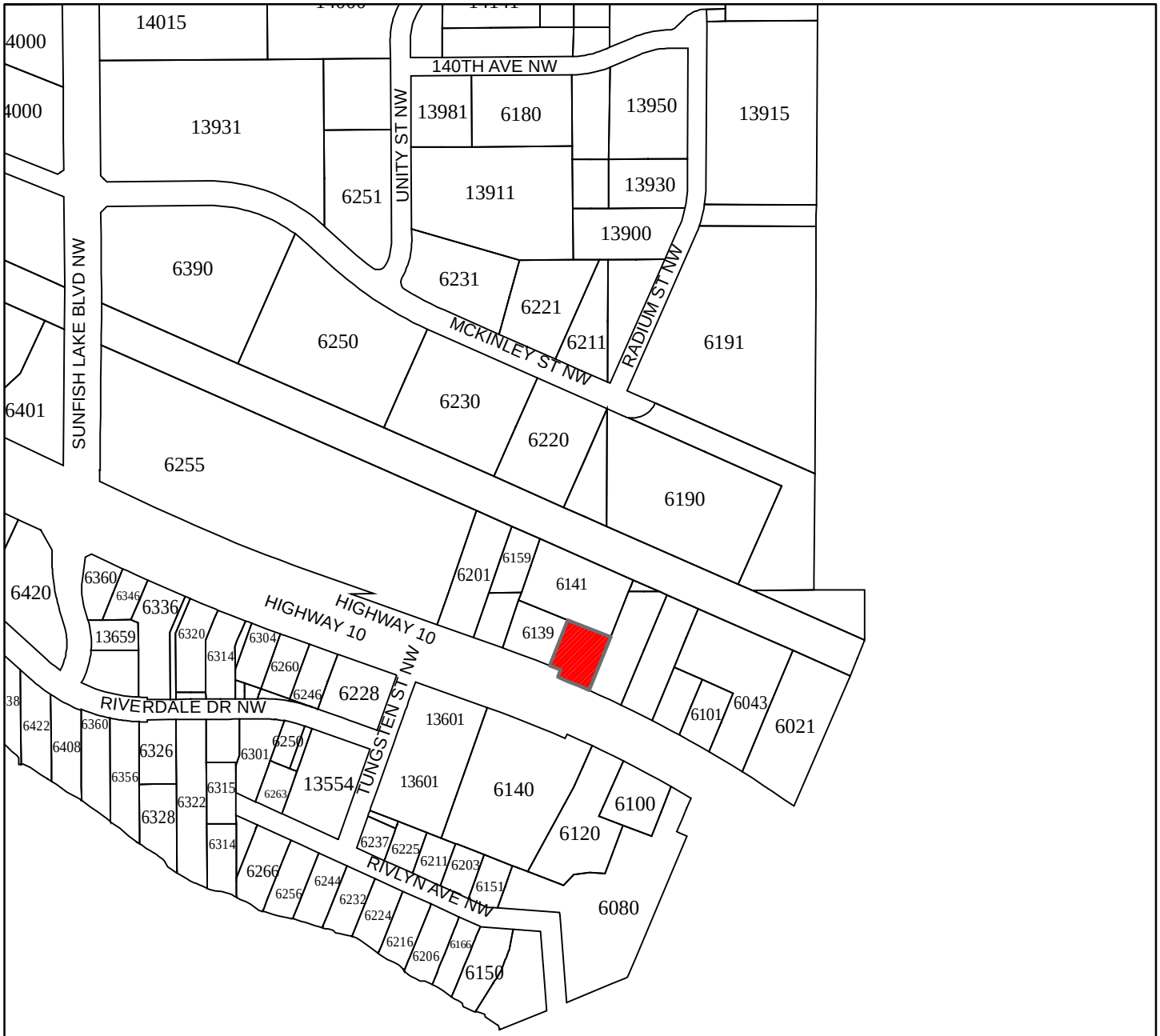
Form Review

Inbox	Reviewed By	Date

Kurt Ulrich	Jo Thieling	08/07/2013 11:41 AM
Diana Lund	Diana Lund	08/07/2013 11:48 AM

Form Started By: Tim Gladhill Started On: 08/06/2013 11:25 AM

Final Approval Date: 08/07/2013



City of RAMSEY

Tract C
Registered Land Survey No. 151

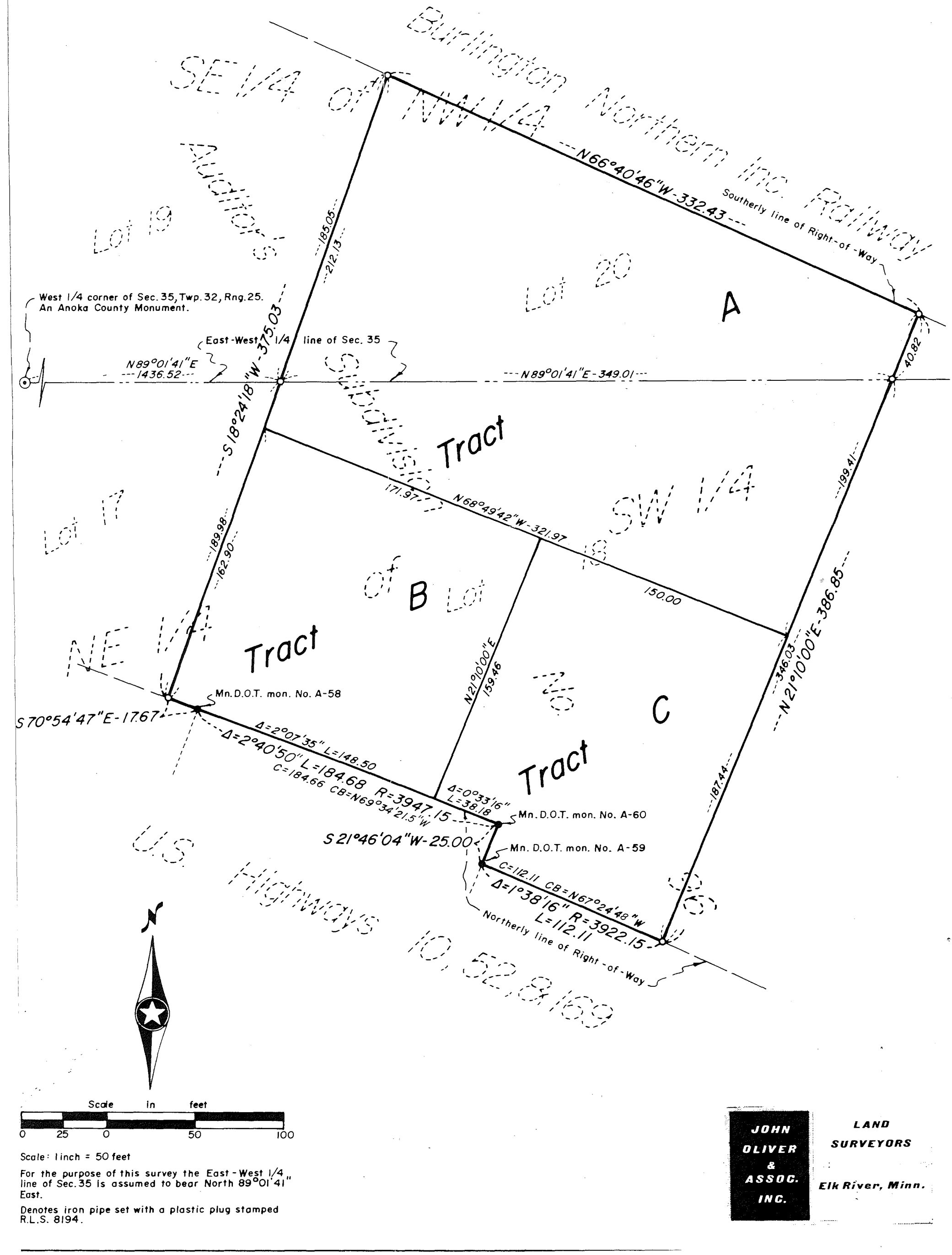
N

0 625 1,250 Feet

OFFICIAL PLAT

REGISTERED LAND SURVEY NO. 151

ANOKA COUNTY, MINNESOTA



Scale: 1 inch = 50 feet

For the purpose of this survey the East-West 1/4 line of Sec. 35 is assumed to bear North 89°01'41" East.

Denotes iron pipe set with a plastic plug stamped R.L.S. 8194.

JOHN OLIVER & ASSOC. INC.

LAND SURVEYORS

Elk River, Minn.

CROSS ACCESS AND MAINTENANCE LICENSE AGREEMENT

AGREEMENT dated this 15th day of July 2005 by and between the City of Ramsey, Minnesota, a municipal corporation ("Ramsey") and Ramsey JR Partners, LLC, a Minnesota limited liability company ("JR").

WHEREAS, JR and Ramsey Premier Partners, LLC ("Premier") are the fee owners of adjacent property in Anoka County, Minnesota; and

WHEREAS, Premier is the fee owner of the property legally described as follows: Tract C, Registered Land Survey No. 151, Anoka County ("Premier Property"); and

WHEREAS, JR is the fee owner of the property legally described as follows: Tract A & B, Registered Land Survey No. 151, Anoka County ("JR Property"); and

WHEREAS, simultaneous with the execution of this Agreement, Premier will transfer and sell the Premier Property to the City of Ramsey ("Ramsey"); and

WHEREAS, Ramsey will agree to grant a temporary license to JR for cross access purposes over the Premier Property pursuant to this agreement (this "License Agreement").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Premier Driveway License**. Ramsey hereby grants and conveys to JR, and its successors and assigns a temporary nonexclusive license to enter the Premier Property for vehicular and pedestrian ingress and egress purposes for JR's employees, agents and customers and employees, agents and customers of any tenant of JRs over, upon and across that portion of the Premier Property, legally described on Exhibit A (the "Driveway License Area").

2. **Use of the Driveway License**. The Driveway License Area shall be used solely for vehicular and pedestrian ingress and egress purposes. Notwithstanding the foregoing sentence, either JR or Ramsey may install directional or informational signage to facilitate access across the Driveway License Area, which signage shall (a) be installed at the sole cost of the party requesting the same and (b) be reasonably approved by both parties prior to installation. Neither party's use of the Driveway License Area pursuant to the terms of this License Agreement shall interfere with any business operations upon the Premier Property. Ramsey specifically reserves the right to any subsurface use of the Driveway License Area and the right to install and maintain any pipes, conduits, wires and the like under, upon or over the Driveway License Area which do not unreasonably interfere with the JR's use of the Driveway License Area. The party exercising such use of the Driveway License Area shall promptly repair any damage to the Driveway License

Area caused by such use. No trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the Driveway License Area and no change of grade elevation or any excavation shall be performed without the prior written approval of both parties, which approval shall not be unreasonably withheld. This License Agreement does not dedicate the Driveway License Area for public use or to the public in any manner whatsoever.

3. **Maintenance and Repair of License Area**. The parties covenant and agree to the maintenance of the Driveway License Area in good condition and repair pursuant to this Section.

3.1 **Maintenance**. The parties agree that the License Area requires removal of all papers, debris, snow, ice, filth and refuse and thorough sweeping to the extent reasonably necessary to keep the License Area in a neat, clean and orderly condition ("Maintenance"). JR shall perform necessary maintenance on the Driveway License Area.

3.2 **Repair/Replacement**. At all times during the term of this License Agreement, JR agrees to be solely responsible for the cost and expense for (a) maintaining the surface of the License Area at such grades and levels that they may be used and enjoyed as a contiguous and homogeneous common area and (b) maintaining such surface in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability (collectively, "Repair/Replacement").

4. **Barriers**. Ramsey may erect curbs, fences and landscaping on the Premier Property in order to define the license area (the "Definition"). Such Definition shall not detract, prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic over, to, from and between the License Area, the Premier Property and the JR Property.

5. **Rules and Regulations**. Ramsey shall have the right to enact reasonable written rules concerning the conduct and operation of the Driveway License Area.

6. **Compliance with Law**. JR and Ramsey covenant and agree, with respect to their own properties defined herein, to comply with all laws, rules, regulations and requirements of all public authorities, and to indemnify, defend and hold each other harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including without limitation costs and reasonably attorney's fees) arising out of, or in any way related to, either party's failure to maintain their respective properties defined herein in a safe condition. The indemnifying party shall give prompt and timely notice of any claim made or suit or action commenced against the other party which in any way would result in indemnification under this License Agreement. Each party further covenants and agrees to pay all real estate taxes and assessments for its respective

Property, subject to a bonafide contest which does not jeopardize the other party's rights pursuant to this License Agreement.

7. **Insurance**. Commencing with the date of this License Agreement and hereafter, each party shall, at its own expense, maintain general public liability insurance against claims for personal injury or death or property damage occasioned by accident occurring upon, in or about the License Area. The insurance coverage required under this Section shall extend to any liability of the parties arising out of the indemnities described in Section 8 of this License Agreement.

8. **Indemnification**. JR hereby indemnifies, defends and holds Ramsey harmless against all claims, demands, loss, damages, liabilities and expenses and all suits, actions and judgments (including without limitation costs and reasonable attorney's fees) arising out of, or in any way related to (a) JR's failure to maintain the Driveway License Area in a safe condition and/or (b) loss of life, personal injury or damage to property or any of the above, occasioned wholly or in part by any act or omission of JR, its tenants, subtenants, agents, employees, licensees or invitees. Ramsey shall give prompt and timely notice of any claim made or suit or action commenced against Ramsey which in any way would result in indemnification under this License Agreement.

9. **Notice**. Any notice or demand permitted or required to be given or made hereunder shall be deemed given or made when delivered personally or when deposited in the United States Mail, postage prepaid, certified mail (return receipt requested), to the addresses set forth below, which addresses may be changed by the respective parties hereto, their successors or assigns, by sending written notice thereof as aforesaid to the other party and specifying the new address.

If to Ramsey:

City of Ramsey
Attention: City Administrator
City Hall
15153 Nowthen Boulevard
Ramsey, MN 55303

If to JR:

Ramsey JR Partners, LLC
c/o Rodney A. Lee
11505 Palisades Court
Blaine, MN 55449

10. **Warranties of Title**. Ramsey hereby warrants to JR that (a) after acquiring the Premier Property from Premier, Ramsey will have good and indefeasible fee simple title to the License Area, (b) Ramsey has the full right and lawful authority to grant the License described in this License Agreement, and (c) JR may peaceably have, hold and enjoy the License described in this License Agreement.

11. **Continuation of Benefits and Burdens**. All provisions of this License Agreement, including the benefits and burdens, are binding upon and shall inure to the benefit of the assigns, licensees, invitees, successors, tenants and employees of the parties to this License Agreement.

12. **Termination of License.** Ramsey is purchasing the Premier Property as part of proposed expansion and improvement of the Highway 10 corridor ("Highway 10 Project"). This License Agreement shall remain in full force and effect until final approval and implementation of the Highway 10 Project. When Ramsey transfers the Premier Property to the State of Minnesota as part of the Highway 10 Project, this License Agreement shall terminate and be of no further force and effect. Neither the Minnesota Department of Transportation (MnDOT), the State of Minnesota nor Ramsey shall be obligated to compensate the then owners of the JR Property for the termination of this License Agreement or the loss by the JR Property of access over the License Area to Highway 10. JR, their successors and assigns waive any claims for damages to the fair market value of the JR Property as a result of the termination of this License Agreement and further waive any claim for relocation benefits. Ramsey agrees to use its best efforts to give the owners of the JR Property ninety (90) days notice before this Agreement is terminated. JR agrees that this Agreement shall terminate upon transfer of the Premier Property to the State of Minnesota.

13. **Strict Construction**. The rule of strict construction does not apply to this License Agreement. This License Agreement shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to the parties is carried out.

14. **Amendments**. The parties hereto acknowledge and agree that this License Agreement shall not be modified or amended without the written approval of both parties.

15. **Termination of Covenant or Liability**. Whenever a transfer of ownership of either the Premier Property or the JR Property occurs, liability of the transferor for breach of any covenants occurring thereafter automatically terminates provided, however, such transferor shall remain liable for any sums of money or obligations incurred prior to such transfer.

IN AGREEMENT, the parties have executed this License Agreement as of the date and year first above written.

CITY OF RAMSEY
a municipal corporation

BY: _____

Its: MAYOR

BY: _____

Its: CITY ADMINISTRATOR

STATE OF MINNESOTA)
) SS
COUNTY OF)

SEAN M. SULLIVAN
Notary Public
Minnesota
My Commission Expires January 31, 2010

On this 15TH day of July 2005, before me, a Notary Public, personally appeared THOMAS G. GAMEC, the MAYOR and JAMES E. NORMAN, the CITY ADMINISTRATOR of the City of Ramsey, a municipal corporation on behalf of the City of Ramsey.

_____
(Notary Public)

RAMSEY JR PARTNERS, LLC
a Minnesota limited liability company

BY: _____
Rodney A. Lee
Its: Chief Manager

STATE OF MINNESOTA)
) SS
COUNTY OF Anoka)

On this 15th day of July 2005, before me, a Notary Public, personally appeared Rodney A. Lee, the Chief Manager of Ramsey JR Partners, LLC a Minnesota limited liability company on behalf of the limited liability company.

_____
(Notary Public)

JANET R. THOMAS
Notary Public-Minnesota
My Commission Expires Jan 31, 2010

This instrument was drafted by:
Robert J. Foster, Esq.
Foster & Brever, LLC
2855 Anthony Lane, Suite 200
St. Anthony, MN 55418
(612) 436-3290 FAX: (612) 788-9879

EXHIBIT A
Legal Description of the Driveway License Area

An easement for driveway purposes over, under and across the following described property:

That part of Tract C, REGISTERED LAND SURVEY NO. 151, Anoka County, Minnesota, files of the Registrar of Titles in and for said county, lying southwesterly of the Northeasterly 135 feet thereof.

HY-LAND SURVEYING, P.A. ©

LAND SURVEYORS

8700 Jefferson Highway
Osseo, Minnesota 55369
PHONE (763)493-5761
FAX (763)493-5781

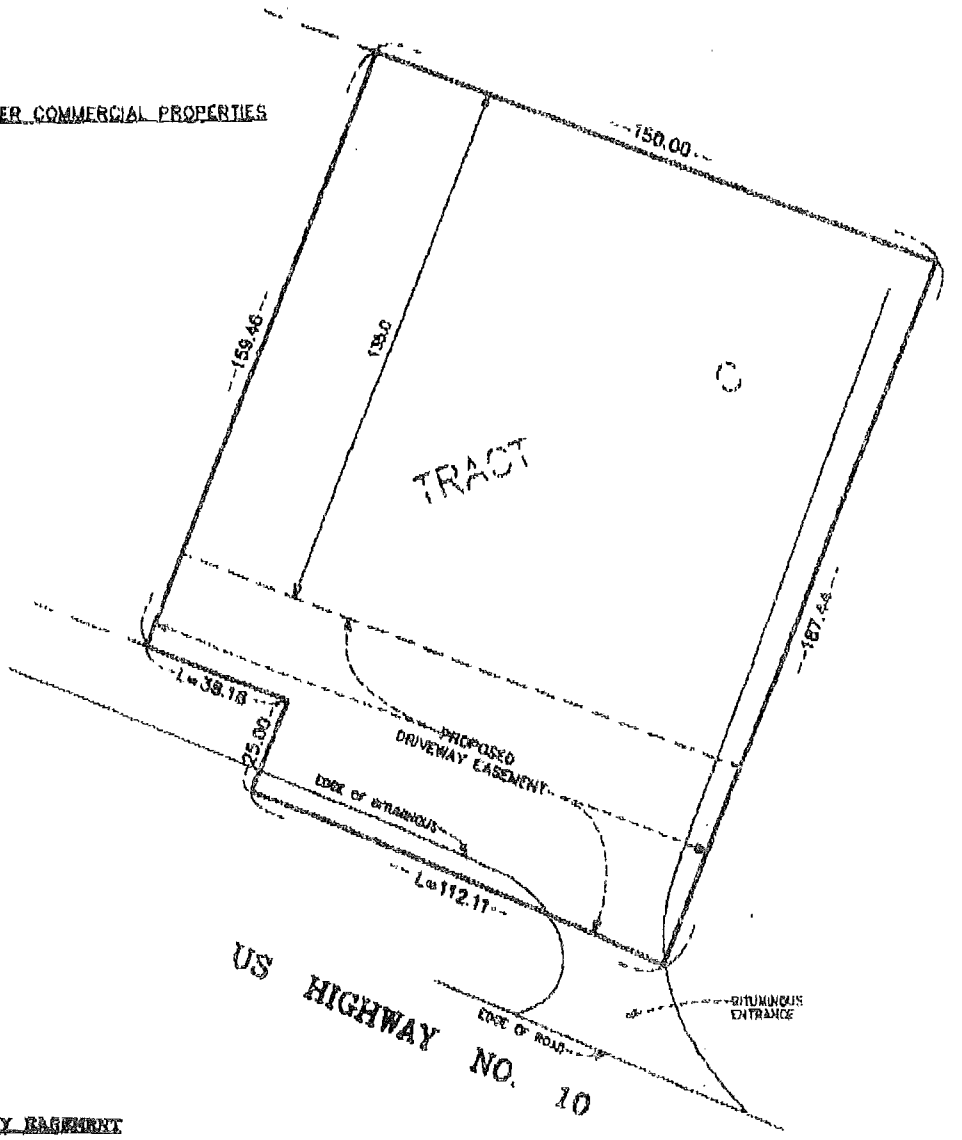
INVOICE NO. 29,087
F.B. NO. ____
SCALE 1" = 30'

Surveyors Certificate

NOTE: PROPERTY CORNERS SET BY DEVELOPERS SURVEYOR

Property Located in Part Of ____, Sec. 35, Twp. 32, R. 25.

PREMIER COMMERCIAL PROPERTIES



DRIVEWAY EASEMENT

An easement for driveway purposes over, under and across the following described property:

That part of Tract C, REGISTERED LAND SURVEY NO. 151, Anoka County, Minnesota, filed of the Registrar of Titles in and for said county, lying southwesterly of the Northeasterly 135 feet thereof.

TRACT C, R.L.S. NO. 151

This survey is certified only to the above named person or persons and not to subsequent buyers, mortgagee or title insurers.

The only easements shown are from plats of record or information provided by client. All building dimensions and floor elevations must be verified by client.

I hereby certify that this survey 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.

Surveyed by us this 31st day of May, 20 05

Signed Milton E. Hyland

Milton E. Hyland, Minn. Reg. No. 20262

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

RESOLUTION #13-08-134

RESOLUTION AFFIRMING A PREVIOUS APPROVAL OF THE CONVEYANCE OF CROSS ACCESS AND MAINTENANCE LICENSE AGREEMENT TO RAMSEY JR PARTNERS, LLC ON TRACT C, REGISTERED LAND SURVEY NO. 151, ANOKA COUNTY.

WHEREAS, on July 15, 2005 the City of Ramsey (the "**CITY**") acquired fee title to Tract C, Registered Land Survey No. 151 (the "Property"); and'

WHEREAS, prior to July 15, 2005, Ramsey Premier Partners, LLC ("**PREMIER**") held fee title to the Property; and

WHEREAS, on July 15, 2013, **PREMIER** and the **CITY** executed a Cross Access and Maintenance License Agreement to Ramsey JR Partners, LLC ("**JR**") on the Property for vehicular and pedestrian ingress and egress purposes to the benefit of Tracts A and B, Registered Land Survey No. 151 (the "Easement"); and

WHEREAS, the Easement was not recorded with the Anoka County Recorder; and

WHEREAS, a **CITY** resolution is required in order to allow the easement to be recorded with the Anoka County Recorder and become part of the title for the Property; and

WHEREAS, the Property was acquired with the utilization of Right-Of-Way Acquisition and Loan Fund (RALF) dollars, the Metropolitan Council will also need to consent to the recording of the easement;

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 reaffirms the grant of Cross Access and Maintenance License Agreement to Ramsey JR Partners, LLC dated July 15, 2005.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 13th day of August 2013.

_____
Mayor

ATTEST:

_____
City Clerk