City of Ramsey
Agenda
Regular City Council
Tuesday, November 12, 2013
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. Call to Order

2. Presentation
1. Boy Scout Troop #204 will be recognized by Mayor Strommen and will be asked to Lead in the Pledge of Allegiance to the Flag

1. Recognition of Boy Scout Troop #204

3. Citizen Input

4. Consent Agenda

1. Receive 2013 Building Division Month End Report: October

2. Note EDA Meeting Minutes Dated August 8, 2013 - Corrections to Minutes Previously Submitted

3. Approve the Following Meeting Minutes:
1. City Council Work Session - October 22, 2013
2. City Council Regular - October 22, 2013
3. City Council Joint Work Session - October 29, 2013

4. Approve Receipt of Pedestrian and Bicycle Trail Easement on 15216 Krypton St NW (Lot 2, Block 2, MEADOW)

5. Introduce Ordinance #13-25: 2014 Schedule of Rates, Fees and Charges

6. Adopt New RFQ Process for Real Estate Broker Services

7. Adopt Resolution #13-11-193 Approving Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of October 17, 2013 through November 6, 2013

8. Adopt Resolution #13-11-190 Adopting the 2014 Parking Ramp Maintenance Budget and Adopt Resolution #13-11-191 Allocating the Parking Ramp Maintenance Costs Per the Adopted 2014 Budget

9. Adopt Resolution 13-11-184 Authorizing an Application for Tax Base Revitalization Account Grant (Old Municipal Center)

10. Adopt Resolution #13-11-195 Granting Request for Termination of Development Contract for Ramsey Town Center 3rd Addition

11. Adopt Resolution #13-11-198 Adopting the Anoka County Multi-Jurisdictional Hazard Mitigation Plan

12. Adopt Resolution #13-11-196 Granting Request for Allocation Agreement for Ramsey Town Center Addition

13. Adopt Resolution #1-11-199 to Accept the City Administrator's Performance Evaluation

14. Report from Personnel Committee - October 15, 2013

Ratify the recommendations of the Personnel Committed with the following actions:
1. Discussion Regarding 2014 Non-union Wages and City Health Insurance Contributions
2. Resolution to Replace the Duties Left Vacant by the Fire Marshal
3. Resolution to Accept a Paid-on-call Firefighter's Resignation

15. Report from Public Works Committee.
1. Consider Stop Sign Request for Potassium Street and 143rd Circle: Ratify the recommendation of the Public Works Committee to recommend that City Council deny the request for the installation of a stop sign at the intersection of Potassium Street and 143rd Circle as it does not meet warrants.
2. Clarify Policy for Traffic Control on Modification Intersections: Ratify the recommendation of the Public Works Committee to recommend City Council clarify Policy for traffic control on modified intersections by approving Alternative #1: Follow the traffic engineer's plan for development (if available); and, Alternative #2: Staff initiate the traffic study and follow the warrant recommendations in the Manual on Uniform Traffic Control Devices (MUTCD) as a fall back alternative.

5. Approve Agenda

6. Public Hearing

1. Public Hearing: Plan Modification for TIF District #2 *(Open Public Hearing November 12, 2013 to Continue to November 26, 2013*)

7. Council Business

1. Consideration of Adoption of Ordinances #13-19 and #13-20; Franchise Ordinances with Anoka Municipal Utility and Connexus Energy.

2. Adopt Ordinance #13-24 to Amend City Code relating to the Business Registration Certificate

3. Approve Resolution #13-11-187 Awarding Bids for the Central Park to Alpine Drive Trail

4. Consideration of Alternatives for Replacing Vanadium Street Culvert

5. Approve Amended Development Permit With McDonald's USA, LLC for Lot 2, Block 1, COR TWO

6. Report from the Personnel Committee - November 12, 2013

7. Presentation on Final Design Process for Highway 10/Armstrong Boulevard Interchange

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session **2. 1.**

Meeting Date: 11/12/2013

Information

Title:

Recognition of Boy Scout Troop #204

Purpose/Background:

Mayor Strommen was contacted by Doug Gerick, Leader of Boy Scout Troop #204. Mr. Gerick is teaching a merit badge class called "Citizenship in the Community" to some of the Scouts in his Troop. This merit badge is designed to teach the Scouts about their community and how they can be engaged and productive citizens. As a part of this class, Scouts are required to attend a community meeting to learn about the types of issues that come up, how they are discussed, and how decisions are made. Because most of the Scouts live in Ramsey, they have chosen to attend the Ramsey City Council meeting of November 12. There will be 10 or more Scouts in attendance, all in uniform, and accompanied by additional adults/parents. They will be present for about the first hour of the meeting.

Mayor Strommen will recognize Mr. Gerick and the Scouts of Troop #204 and ask them to lead in the Pledge of Allegiance to the Flag.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 05:42 PM
Form Started By: Jo Thieling		Started On: 11/07/2013 05:32 PM
Final Approval Date: 11/07/2013		

CC Regular Session **4. 1.**

Meeting Date: 11/12/2013

Submitted For: Katy Okerstrom, Community Development

By: MaryJo Warner, Engineering/Public Works

Information

Title

Receive 2013 Building Division Month End Report: October

Purpose/Background:

Attached is the Monthly Building Report for October 2013.

Action:

Motion to receive the Building Permit Report for October 2013.

Attachments

Summary

Detail

Form Review

Inbox	Reviewed By	Date
Katy Okerstrom	Katy Okerstrom	11/05/2013 10:33 AM
Tim Gladhill	Tim Gladhill	11/06/2013 11:32 AM
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:31 PM
Form Started By: MaryJo Warner		Started On: 11/04/2013 10:21 AM
Final Approval Date: 11/07/2013		

Report Name: PermitsIssued
Permit Category: All Permits

City of Ramsey
Permits Issued

Printed: 11/4/2013

	CURRENT RANGE 10/1/2013 - 10/31/2013				PREVIOUS RANGE 10/1/2012 - 10/31/2012			
	QTY	BASE FEE	VALUATION	PLAN REVIEW	QTY	BASE FEE	VALUATION	PLAN REVIEW
Building								
Commercial	6	9,323.78	1,575,000.00	5,938.24	1	0.00	0.00	0.00
Residential	52	25,395.50	1,917,000.00	8,039.97	55	31,570.25	2,574,863.00	11,213.28
Subtotal	58	34,719.28	3,492,000.00	13,978.21	56	31,570.25	2,574,863.00	11,213.28
Electrical								
Commercial	8	802.50	0.00	0.00	12	4,787.00	0.00	0.00
Residential	44	3,726.00	0.00	0.00	44	2,801.00	0.00	0.00
Subtotal	52	4,528.50	0.00	0.00	56	7,588.00	0.00	0.00
Fire								
Burning	10	250.00	0.00	0.00	1	25.00	0.00	0.00
Fire Alarm / Device	1	69.25	2,000.00	45.01	1	35.70	895.00	0.00
Fire Sprinkler	0	0.00	0.00	0.00	2	2,712.20	395,000.00	1,759.43
Fireworks	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Tent / Temp Membrane	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Subtotal	11	319.25	2,000.00	45.01	4	2,772.90	395,895.00	1,759.43
Mechanical								
Commercial	4	598.00	39,100.00	323.70	3	11,153.00	1,115,300.00	7,249.45
Residential	19	893.00	0.00	0.00	21	1,081.00	31,755.00	0.00
Subtotal	23	1,491.00	39,100.00	323.70	24	12,234.00	1,147,055.00	7,249.45
Plumbing								
Commercial	4	360.00	7,000.00	0.00	0	0.00	0.00	0.00
Residential	14	607.00	1,400.00	0.00	17	605.00	0.00	0.00
Subtotal	18	967.00	8,400.00	0.00	17	605.00	0.00	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	2	125.00	0.00	0.00	5	425.00	0.00	0.00
Subtotal	2	125.00	0.00	0.00	5	425.00	0.00	0.00

City of Ramsey
Permits Issued

	CURRENT RANGE 10/1/2013 - 10/31/2013				PREVIOUS RANGE 10/1/2012 - 10/31/2012			
	QTY	BASE FEE	VALUATION	PLAN REVIEW	QTY	BASE FEE	VALUATION	PLAN REVIEW
Temporary Use								
Residential	2	11,500.00	0.00	0.00	0	0.00	0.00	0.00
Subtotal	2	11,500.00	0.00	0.00	0	0.00	0.00	0.00
User Defined								
Commercial	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Residential	29	6,720.00	0.00	0.00	38	6,340.00	0.00	0.00
Subtotal	29	6,720.00	0.00	0.00	38	6,340.00	0.00	0.00
Zoning								
Commercial	0	0.00	0.00	0.00	0	0.00	0.00	0.00
Residential	7	175.00	0.00	0.00	6	150.00	0.00	0.00
Subtotal	7	175.00	0.00	0.00	6	150.00	0.00	0.00
Total	**202**	**60,545.03**	**3,541,500.00**	**14,346.92**	**206**	**61,685.15**	**4,117,813.00**	**20,222.16**

Report Name:
Permits Issued with Description
Issued Dates:
10/1/2013 to 10/31/2013

City of Ramsey
Permits Issued with Description

Permit Description	Permit Count	Base Fee	Plan Review	Valuation
Building				
Commercial				
Addition	1	7,956.75	5,171.89	1,500,000
Antenna(s)	1	574.25	373.26	40,000
Antennas	1	339.28	220.51	20,000
Build-Out	1	265.50	172.58	15,000
Demolition	2	188.00	0.00	0
Sub Total:	**6**	**9,323.78**	**5,938.24**	**1,575,000**
Residential				
Accessory Structure	1	689.25	448.01	50,800
Basement Finish	4	564.00	0.00	0
Deck	5	470.00	0.00	0
Dwelling	5	1,177.75	765.55	78,300
Fireplace	1	94.00	0.00	0
New Dwelling	9	18,906.75	6,826.41	1,712,300
Roofing	14	1,316.00	0.00	0
Siding	2	955.75	0.00	74,000
Siding & Window Replacement	2	376.00	0.00	0
Window Replacement	9	846.00	0.00	1,600
Sub Total:	**52**	**25,395.50**	**8,039.97**	**1,917,000**
TOTAL:	**58**	**34,719.28**	**13,978.21**	**3,492,000**
Electrical				
Commercial				
Addition	1	68.00	0.00	0
Miscellaneous	3	487.50	0.00	0
Order For Payment	2	119.00	0.00	0
Remodel	1	70.00	0.00	0
Temp Power	1	58.00	0.00	0
Sub Total:	**8**	**802.50**	**0.00**	**0**
Residential				
Air Conditioner	1	35.00	0.00	0
Basement Finish	2	140.00	0.00	0
Dwelling	18	2,345.00	0.00	0
Furnace	1	35.00	0.00	0
Furnace & Air Conditioner	2	70.00	0.00	0
Miscellaneous	7	316.00	0.00	0
New Service	2	300.00	0.00	0
Order For Payment	8	380.00	0.00	0
Remodel	1	35.00	0.00	0
Septic Pump	2	70.00	0.00	0
Sub Total:	**44**	**3,726.00**	**0.00**	**0**
TOTAL:	**52**	**4,528.50**	**0.00**	**0**
Fire				

City of Ramsey
Permits Issued with Description

Permit Description	Permit Count	Base Fee	Plan Review	Valuation
Burning				
	3	75.00	0.00	0
Commercial	1	25.00	0.00	0
Residential	6	150.00	0.00	0
Sub Total:	**10**	**250.00**	**0.00**	**0**
Fire Alarm / Device				
Commercial	1	69.25	45.01	2,000
Sub Total:	**1**	**69.25**	**45.01**	**2,000**
TOTAL:	**11**	**319.25**	**45.01**	**2,000**
Mechanical				
Commercial				
Build-Out	4	598.00	323.70	39,100
Sub Total:	**4**	**598.00**	**323.70**	**39,100**
Residential				
Furnace	14	658.00	0.00	0
Furnace & Air Conditioner	4	188.00	0.00	0
Gas Piping	1	47.00	0.00	0
Sub Total:	**19**	**893.00**	**0.00**	**0**
TOTAL:	**23**	**1,491.00**	**323.70**	**39,100**
Plumbing				
Commercial				
Build-Out	1	300.00	0.00	7,000
RPZ	1	60.00	0.00	0
Water Meter	2	0.00	0.00	0
Sub Total:	**4**	**360.00**	**0.00**	**7,000**
Residential				
Addition	1	94.00	0.00	0
Dwelling	2	188.00	0.00	1,400
Water Heater	5	235.00	0.00	0
Water Softener	6	90.00	0.00	0
Sub Total:	**14**	**607.00**	**0.00**	**1,400**
TOTAL:	**18**	**967.00**	**0.00**	**8,400**
Sign				
Commercial				
Permenant	1	100.00	0.00	0
Temporary	1	25.00	0.00	0
Sub Total:	**2**	**125.00**	**0.00**	**0**
TOTAL:	**2**	**125.00**	**0.00**	**0**
Temporary Use				

City of Ramsey
Permits Issued with Description

Permit Description	Permit Count	Base Fee	Plan Review	Valuation
Residential				
Landscape	2	11,500.00	0.00	0
Sub Total:	**2**	**11,500.00**	**0.00**	**0**
TOTAL:	**2**	**11,500.00**	**0.00**	**0**
User Defined				
Residential				
Pumping Permit	17	4,920.00	0.00	0
Tank(s)	3	450.00	0.00	0
Tank(s) & Drainfield	8	1,200.00	0.00	0
Tank(s) & Mound	1	150.00	0.00	0
Sub Total:	**29**	**6,720.00**	**0.00**	**0**
TOTAL:	**29**	**6,720.00**	**0.00**	**0**
Zoning				
Residential				
Accessory Structure 120 Sq. Ft. or Smaller	2	50.00	0.00	0
Accessory Structure 120 Sq. Ft. or Smaller and F	1	25.00	0.00	0
Driveway	1	25.00	0.00	0
Fence	2	50.00	0.00	0
Fence and Driveway	1	25.00	0.00	0
Sub Total:	**7**	**175.00**	**0.00**	**0**
TOTAL:	**7**	**175.00**	**0.00**	**0**
Grand Total:	**202**	**60,545.03**	**14,346.92**	**3,541,500**

CC Regular Session **4. 2.**

Meeting Date: 11/12/2013

By: Jo Thieling, Administrative Services

Information

Title

Note EDA Meeting Minutes Dated August 8, 2013 - Corrections to Minutes Previously Submitted

Purpose/Background:

The August 8, 2013 Economic Development Authority meeting minutes were placed on the consent agenda for the September 24, 2013 Council meeting, for Council to note. Councilmember Riley stated that the EDA meeting minutes presented for noting did not reflect the corrections made at the EDA meeting and asked that the noting be postponed, to be reconsidered once the corrected minutes are submitted.

The corrected set of minutes is attached.

Action:

Motion to note the corrected set of minutes from the EDA meeting, dated, August 8, 2013.

Attachments

EDA Meeting Minutes 080813

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 02:40 PM
Form Started By: Jo Thieling		Started On: 10/01/2013 11:59 AM
Final Approval Date: 11/07/2013		

ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, August 8, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
Member Phillip Brunt
Member Glen Hardin
Member Chris Riley
Member Wayne Skaff
Member Kristine Williams

Members Absent: Member John LeTourneau

Also Present: Patrick Brama, Assistant to the City Administrator
Tim Gladhill, Development Services Manager
Diana Lund, Finance Director

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:30 a.m.

2. APPROVE AGENDA

Motion by Member Skaff, seconded by Member Hardin, to approve the agenda. Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Brunt, Riley, and Williams. Voting No: None. Absent: Member LeTourneau.

3. APPROVE MINUTES

3.01: Approve EDA Meeting Minutes Dated July 18, 2013

Motion by Member Riley, seconded by Member Skaff, to approve the minutes dated July 18, 2013. Motion carried. Voting Yes: Chairperson Steffen, Members Riley, Skaff, Brunt, Hardin, and Williams. Voting No: None. Absent: Member LeTourneau.

4. EDA BUSINESS

4.01: Strategic Planning Presentation: A New Day, A New Beginning

Member Riley explained that the City Council began a strategic planning process after the new City Council was seated earlier this year in order to develop a three to five year plan. He stated the overriding themes of the strategic planning process included a desire to work together, to

hold the City accountable, a desire for more transparency, to provide a high level of support and amenities to residents, and to ensure that ~~all decisions made by the City Council are fully funded.~~ the City Council only implements changes that can be paid for". *This amendment was made during the minute approval process at the September 19, 2013 EDA regular meeting. (Chairperson Steffen advised that Member Riley requested this amendment. Motion to amend by Skaff, seconded by Brunt – Motion carried).* Amendment inserted by Jo Thieling, City Clerk/09/24/2013

Finance Director Lund advised the strategic plan includes the SWOT analysis, guiding principles, and core values and recited the working mission statement and vision statement. She discussed the action plan that includes four strategic imperatives including financial stability, a connected community, smart, citizen-focused government, and an effective organization and indicated all items listed in the plan have been incorporated into the budget with the intent to create a balanced scorecard for measuring performance from a fiduciary perspective, internal perspective, customer/stakeholder perspective, and learning/growth perspective. She added that success factors were also developed as part of the overall strategic plan.

Member Riley stated he felt the process was necessary for the City and that the process should be repeated every five to ten years. He stated that the success factors are important for moving forward and the City Council repeatedly stressed that everything the City Council wants to do must ~~have a funding source~~ fit within budget. (*clarified by Member Riley via email)* Amendment inserted by Jo Thieling, City Clerk/09/24/2013. He stated the trust issue was one of the basic tenets of the entire process and there was significant discussion about rules of behavior and conduct, being more responsive to residents, and making sure the City Council is working together.

4.02: 2014 Proposed EDA Budget and Levy

Finance Director Lund presented the 2014 preliminary EDA budget and levy and explained the proposed 2014 EDA levy is $136,739, noting that the EDA is included within the overall General Fund levy limits. She indicated the maximum EDA levy allowed is $327,574 and the 2014 preliminary EDA budget reflects a change in the EDA staff funding percentage with 34% EDA, 20% TIF, and HRA 46% to provide a more equal split compared to 2013 percentages of 20% EDA, 20% TIF, and the rest to HRA. She advised the preliminary EDA budget stays constant within line items and the only thing changed was the Economic Development Manager position. She pointed out the EDA has its own fund and any monies not spent are carried over year to year, adding the EDA fund balance at the end of 2012 was approximately $738,000.

Chairperson Steffen questioned whether the EDA should consider not increasing its levy because it did not spend all the money in its fund balance.

Finance Director Lund indicated this decision was entirely up to the EDA.

Chairperson Steffen asked if all levies would be spent assuming the Economic Development Manager is hired in 2014.

Finance Director Lund replied in the affirmative.

Motion by Member Skaff, seconded by Member Williams, to approve the 2014 preliminary EDA budget and levy as presented. Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Williams, Brunt, Hardin, and Riley. Voting No: None. Absent: Member LeTourneau.

Finance Director Lund reminded the EDA that the 2014 budget is preliminary and the EDA can make changes before final adoption on December 10, 2013.

4.03: Discuss Potential Future Industrial Park Land

Assistant to the City Administrator Brama provided historical information regarding the EDA's previous discussions regarding industrial park land available. He stated that property #1 owned by Al Pearson is 90 acres and is a greenfield site with utilities located 1,000' from the site, noting that this site is directly west of the Hageman Holdings site (property #2). He advised that Mr. Pearson is a willing seller and partner, is willing to change the zoning for a future industrial park, and is asking $65,000 per acre or $1.49 per square foot, which staff believes is a fair price. He explained that a Greenfield designation is a general reference term for a site typically used as a farm and a Green Acres designation is a tax designation that holds down the tax rate to incent use of the property for agriculture, and the Pearson property carries both designations. He advised that the Green Acres designation limits the tax incentive tools available and TIF cannot be used if more than 15% of the site is office; however, it does allow use of TIF if 15% or less is office and the remaining use is manufacturing and staff feels that TIF could be used for this site. He indicated the City is currently in the process of determining how utilities get to the site, noting that Hageman Holdings is ultimately responsible for extension of utilities to the end of their site but is not required to put in utilities until they develop the property adding that the preliminary estimate for extending utilities is $500,000-$800,000. He stated the Development Agreement with Hageman Holdings requires full extension of Bunker Lake Boulevard to four lanes down to Puma, which will increase the square footage price. He advised the City will need to get clarification on the Development Agreement with Hageman Holdings to determine whether the Pearson property would trigger any required improvements to Bunker Lake Boulevard.

Assistant to the City Administrator Brama then presented information regarding the Hageman Holdings 45-acre site (property #2) and explained this site was purchased with the intent of constructing the Legacy Christian Academy. He advised that staff will be meeting with Hageman Holdings to confirm details regarding the site, adding that Hageman Holdings has indicated they are not interested in selling anything north of Bunker Lake Boulevard.

Development Services Manager Gladhill advised the Development Agreement with Hageman Holdings clearly states that if Hageman Holdings builds anything it would trigger the requirement to bring Bunker Lake Boulevard to full capacity.

Assistant to the City Administrator Brama stated that Hageman Holdings has indicated they are going to be selective and is going to want to protect their investment. He stated they are a willing seller and partner, are willing to change the zoning, and utilities are adjacent to the site, but the extension of Bunker Lake Boulevard could increase the price per square foot. He added there is a potential that this site could be used in parallel with the Pearson property.

Assistant to the City Administrator Brama then presented information regarding the 270-acre MPCA site (property #3) which is a closed landfill owned by the MPCA and advised the MPCA has identified some "areas of concern" as well as "methane area of concern," pointing out this designation does not mean there is contamination on the site. He advised that staff contacted the MPCA regarding purchasing the site or allowing the private sector to purchase the property and initially received pushback and staff is working with the MPCA to determine if the public works campus could be located on this site.

Development Services Manager Gladhill presented an email from Jean Hanson from the MPCA dated August 7, 2013, for inclusion in the official record. He distributed a copy of Minnesota Statutes §115B.412 and explained that the MPCA appears to be firm that this statute usurps local government control and requires the City to comply with the MPCA's landfill land use plan, thus precluding use of the site as a public works campus. He advised there are other restrictions on the site related to bonding dollars that the State used to acquire the property from Waste Management; in addition, the MPCA has areas of concern and there are monitoring wells throughout the site to monitor the ground water and the MPCA also wants to save the remaining property for soil remediation purposes. He indicated the westerly parcel has an oak savanna and the City will need to determine whether it wants to protect this area or support development on this site. He explained that if the EDA wanted to move forward with this site to determine if the restrictions could be removed, the City would have to go to the PCA Commissioner or obtain special legislation to remove this site from the MPCA's closed landfill land use plan.

Assistant to the City Administrator Brama then presented property #4, the second Pearson property consisting of 125 acres with mixed zoning. He indicated Mr. Pearson is a willing seller but the major drawback with this site is that utilities are 4,000' from the site and would require a significant investment to get utilities to the site. He then presented property #5 consisting of 160 acres on the south side of Highway 10 with utilities approximately 3,000' from the site. He pointed out this site extends to the Mississippi River and because so much of the property is riverfront, it makes sense that a large portion of the site would be residential. He advised that staff has not contacted the owner of property #5 because of the anticipated cost of this site and the impact to surrounding properties of an industrial park.

Development Services Manager Gladhill noted that this area is part of a statewide critical area designation that would limit how much could be used for an industrial park.

Assistant to the City Administrator Brama presented information regarding property #6, the 44-acre former Diamond's Sports Bar and stated the property is zoned retail and staff has been unable to get clear direction from the property owner regarding their vision for the site.

Member Riley requested that the term "industrial park" be changed to "business park" because of the negative connotations with the term industrial. He also requested that staff provide historical information regarding the City's partnerships with other property owners on business park developments, including the City's role in these developments.

It was the consensus of the EDA to direct staff to pursue the Pearson Properties site (north) (property #1) as the primary industrial park for Ramsey, including engaging surrounding property owners regarding a potential zoning change before submitting an application for a

Comprehensive Plan and Zoning Amendment and developing a feasibility study utilizing the City's Engineering Department for full build out of an industrial park (projected revenues and expenditures). It was also the consensus of the EDA to direct staff to continue to discuss the Hageman Holdings property (property #2) to further understand implications of the required completion of Bunker Lake Boulevard, further understand implications of previous assessments, attain asking price, and further understand which type of users would be allowed. It was also the consensus of the EDA to direct staff to continue to discuss acceptable land uses with the MPCA on the Closed Landfill property (property #3). It was also the consensus of the EDA to direct staff to continue to monitor property #4, #5, and #6 as potential future industrial park sites but to not actively pursue additional information.

4.04: Business Appreciation Golf Tournament Update

Assistant to the City Administrator Brama stated the business appreciation golf tournament will be held on Tuesday, August 20th, with registration at 10:30 a.m., tee time at 12:00 noon, and dinner at 5:30 p.m. He advised that registration stands at 95 and the hole sponsorships have been filled. He requested a volunteer to emcee the event.

Chairperson Steffen agreed to emcee the golf tournament. He also asked that Mayor Strommen be asked to say a few words at the dinner.

Assistant to the City Administrator Brama indicated that Mayor Strommen has agreed to speak at the dinner.

4.05: EDA Updates

Assistant to the City Administrator Brama presented the EDA written updates contained in the agenda. He advised that the XXX bookstore will be demolished tomorrow morning.

Chairperson Steffen requested an update on the McDonalds site.

Assistant to the City Administrator Brama stated the Purchase Agreement has been signed but not closed and the public improvements being installed are the City's responsibility.

Member Riley indicated it was his understanding that McDonalds plans to break ground this fall.

5. Member/Staff Input

None.

6. Adjournment

The regular meeting of the Economic Development Authority adjourned at 9:05 a.m.

Respectfully submitted,

_____
Kurtis G. Ulrich, City Administrator

ATTEST:

_____
Patrick Brama, Assistant to the City Administrator
Draft by Barbara Hughes, *TimeSaver Off Site Secretarial, Inc.*

CC Regular Session **4. 3.**

Meeting Date: 11/12/2013

By: Jo Thieling, Administrative Services

Information

Title

Approve the Following Meeting Minutes:
1. City Council Work Session - October 22, 2013
2. City Council Regular - October 22, 2013
3. City Council Joint Work Session - October 29, 2013

Purpose/Background:

The meeting minutes for Council review and approval are attached.

Action:

Motion to approve the following meeting minutes:
1. City Council Work Session - October 22, 2013,
2. City Council Regular - October 22, 2013
3. City Council Joint Work Session - October 29, 2013

Attachments

CCWS Mts 102213

CC Mts 102213

CCWS Joint 102913

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:46 PM
Form Started By: Jo Thieling		Started On: 11/06/2013 04:28 PM
Final Approval Date: 11/07/2013		

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, October 22, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember Randy Backous (arrived at 5:44 p.m.)
Councilmember Jill Johns
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Jason Tossey (arrived at 5:34 p.m.)

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Fire Chief Dean Kapler
Police Captain Jeff Katers
Parks and Assistant Public Works Superintendent Mark Riverblood
Development Services Manager Timothy Gladhill
City Engineer Bruce Westby
City Attorney Joseph Langel

1. CALL TO ORDER

Mayor Strommen called the City Council Work Session to order at 5:32 p.m.

2. TOPICS FOR DISCUSSION

2.01: Review of Franchise Fee Information

City Administrator Ulrich stated staff has provided additional information as well as responses to the 20 questions asked at the public hearing. He stated during the Council meeting, he intends to review each of the questions systematically. The Council also received a revised ordinance that included provisions for a dedicated fee, sunset date, and payback of assessments. City Administrator Ulrich stated the Charter Commission met last night and took action, which can be presented by the City Attorney.

Councilmember Tossey arrived at 5:34 p.m.

City Administrator Ulrich stated staff has prepared spreadsheets relating to different rate scenarios such as a higher franchise fee for commercial/industrial and/or higher valued residential property.

Mayor Strommen stated Charter Commission Chair Field will be given an opportunity to offer information during the regular Council meeting.

City Attorney Langel stated last night the Charter Commission met to discuss the pending franchise fee ordinances and had extensive discussion about types of funding available for road improvements, but mostly focused on the power to impose this fee, sections of the Charter that impact the imposition of the fee, and rights of the Charter Commission to place parameters on the City for imposing such a fee. Following discussion, the Charter Commission passed a motion to amend Chapter 10.4 of the Charter. That Chapter currently contains a sentence indicating: "Subject to any applicable State Statutes, the Council may by ordinance reasonably regulate and control the exercise of any franchise, including the maximum rates, fares, or prices to be charged by the grantee." City Attorney Langel stated that Chapter gives the Council the authority to impose a franchise fee. The amendment was to limit that Council authority given in Chapter 10.4 by referencing language in State Statute 216.B36 that contains a sentence indicating: "Under the license, permit, right or franchise, the utility may be obligated by any municipality to pay to the municipality fees to raise revenue or defray increased municipal costs accruing as a result of utility operations, or both." City Attorney Langel explained this language allows the City to impose a franchise fee to raise fees, without a particular reason, or to off set costs of utility operations. The Charter Commission referenced that Statute language; however, worded the amendment to limit the City's ability to impose franchise fees except for the purpose of defraying municipal costs as a result of utility operations. This would not allow a franchise fee to generate additional revenues and drastically limit the City's ability to make much money from franchise fees. City Attorney Langel stated with the wording of "defraying municipal costs," there is a question on what costs would be considered and how they could be calculated. Because of this, franchise fees would be of limited use to the City as a revenue generator. He indicated the Charter Commission motion was made and passed and expressly submitted under Minnesota Statute 410.12.7, which is a method of amending the Charter by sending it to the Council, not for general or special election. Under that procedure a public hearing has to be published and held within one month, the City Council vote has to occur within a month of the public hearing, and it has to be unanimous to approve the Charter amendment. City Attorney Langel stated Commissioner Niska had indicated that the intent of the motion was to start a dialogue with the Council about franchise fees and not the expectation that this amendment would be approved by unanimous decision of the Council.

Mayor Strommen stated the main impetus of the Charter Commission was to start a dialogue with the Council and create some parameters around a franchise fee. She stated the Council can also discuss if it wants to consider alternative options as presented by staff.

Councilmember LeTourneau stated he is not quite sure of the process, noting that as of last night, the Charter Commission made a recommendation that calls for a certain set of circumstances to occur.

City Attorney Langel stated the Charter Commission recommended an amendment to the Charter pursuant to Statute that requires public hearing and unanimous Council decision.

Councilmember LeTourneau asked whether it restricts the Council's action tonight to adopt an ordinance.

City Attorney Langel stated there are currently a franchise fee ordinance and franchise ordinance pending as well as a recommended Charter amendment. He stated there is no reason why the franchise ordinances could not proceed regardless of what happens with the issue of franchise fees.

Councilmember Backous arrived at 5:44 p.m.

City Attorney Langel stated it is up to the Council if it wants to continue the franchise fee discussion.

Mayor Strommen asked if the Council wants to push out discussion of the franchise fee in order to allow additional time to hold discussion with the Charter Commission about its recommended amendment. She agreed the Charter amendment does not change the franchise ordinances, which had been delayed because the fees were co-mingled within the ordinances. Mayor Strommen stated the Council has before it information on responses to questions raised, timeline for consideration, request for dialogue with the Charter Commission, and changes to the ordinances based on public input.

Councilmember Riley stated the proposed franchise fee ordinance has a five-year sunset. If enacted and the Charter amended, he asked whether the franchise fee would run for five years and then go away forever.

City Attorney Langel stated he is still looking into that issue but thinks if the Charter is amended, because it is a constitutional document, it would take priority over any ordinances that do not comport with the Charter. He stated he will verify that position, but that is what he thinks will be the outcome.

Councilmember Backous stated he is disappointed the Charter Commission did not take this up in 2011 when the topic came up but is glad they are doing so now. He supported taking a step back so protections can be placed within the Charter such as the sunset provision. He stated this is a partnership and the process is working well with the Council receiving factual input from residents, which has been valuable. Councilmember Backous stated it is a small minority, but there have been useful comments. He stated it would also be good to have time to educate and address the misinformation that is currently out there. He stated people need to know the facts, remove the politics, and come to the best solution. He supported giving the Charter Commission time to work on this and the Council time to work with the Charter Commission and its residents to find a solution that is workable and assures proper protections.

Councilmember Johns asked Councilmember Backous what type of sunset he is suggesting.

Councilmember Backous stated a sunset within an ordinance can be easily changed but if within the Charter, it is not as easily changed. He stated he would rather have time for fact finding and dialogue with the Charter Commission before moving forward. Councilmember Backous stated

the Council has good intentions but residents raised good points that the sunset provision needs to be assured so it is not continued to raise funds for things besides roads.

City Administrator Ulrich stated the Charter Commission wanted to open a dialogue and it would be good to do that and determine if common ground can be achieved. He noted that the Council has spent years on this issue but the Charter Commission is coming at it from a different context; however, he understands the benefit of stepping back, holding that discussion, and a joint planning process to achieve the outcomes desired by the Council and meeting the interests of both parties. City Administrator Ulrich stated there is a clear need to fix the streets, have a long-term funding solution, and to do it sooner rather than later so the impact does not become too big of a burden to bear. In addition, opening that dialogue recognizes the Charter Commission has the authority and ability to look at what the Charter regulates and how it can address this issue.

Councilmember Tossey stated if the franchise fee ordinances move forward and the language is drastically changed, it has to be reintroduced and a new public hearing held.

City Attorney Langel stated if there are significant changes to the substance of the ordinance, he would recommend another public hearing be held.

Councilmember Tossey stated in 2011 when this was first brought forward, City Engineer Olson stated the cost to the City was much higher and that was the main driver to find an alternative way to deal with the roads without using the Charter process. He stated he called Charter Commission Chair Field at that time and suggested the Charter Commission address the counter petition process as it cost the City close to $200,000 with the Andrie project. But, at that time, there was not a lot of motivation for the Charter Commission to address the counter petition language. Councilmember Tossey stated if the Charter Commission considers an easier method, not as rigid, to further road projects, he would support opening that dialogue. He stated he appreciates the fact the Charter Commission wants that dialogue with the Council.

Councilmember Riley stated he is not interested in talking about implementing a franchise fee for one year even if phased out or it is sunset. He stated he knows the funds are needed and delaying for one more year is "kicking the can" but he would not support a franchise fee if it is only imposed for one year. Councilmember Riley stated the Charter Commission is suggesting a change but it should have to be made by the residents of Ramsey through a public vote.

Councilmember Kuzma stated he would not be in support of the Charter amendment as stated but would be open to talking about how things could be made better and slowing the process to open that dialogue.

Councilmember Johns stated she has no problem with slowing the process, taking information from whoever offers it, and not put up roadblocks by ignoring the request of the Charter Commission. She stated the important thing is getting the projects done and the Council wants the support of the Charter Commission with the process.

Councilmember LeTourneau stated to some degree, there was an invitation for a dialogue from the Charter Commission, which he respects. Although, he feels "dicey" in the manner they

requested it because the proposed amendment is so restrictive and clearly in opposition to the work the Council has been doing. He is concerned about that. Councilmember LeTourneau asked if it is necessary to go through the process and then decide whether to vote on the language, or have it rewritten, which takes the decision out another 120 days. He stated he does not know why that strategy was used or maybe it was not understood how this would encumber the consideration by the Council.

Mayor Strommen stated Charter Chair Field can speak to that issue during tonight's Council meeting, as it was discussed by the Charter Commission that they wanted a "backstop." She stated the Council has to act within the timelines prescribed but the Council could also have a simultaneous discussion on what the language should contain. She felt it would not cause a major slowdown as both can follow parallel paths.

Councilmember LeTourneau stated the other part, that he may not have made clear, was that he appreciates the request for dialogue and as stated by Councilmember Tossey, another option is to look at the counter petition piece that is also reasonable and may be part of the solution. He stated the way the amendment is stated, it will require another six months.

Councilmember Tossey stated Charter Commissioner Anderson stated she was afraid Ramsey was being run by special election so she supported it coming before the City Council. It was noted the cost for a special election is approximately $17,000 so this method (unanimous Council vote) opens the dialogue and the City is not being run by a special election that usually has low voter turnout. Councilmember Tossey stated if the Council does not consider this amendment, the Charter Commission has the option to go to a special election. He noted the proposed language is from the Statute, not created by the Charter Commission.

Councilmember Backous stated the main reason he wants the dialogue is to slow the process so all understand each other and to talk about the special assessment process, which he thinks has caused all the trouble. That has to be done through the Charter Commission, to find a solution between the franchise fees and special assessments. Councilmember Backous stated franchise fees will raise revenue 30% and he wants people educated on the facts and not given disinformation.

Mayor Strommen stated she favors entering a dialogue with the Charter Commission, which was strongly considered during strategic planning, that it is a collaborative process between the Council and its Commissions. She noted one issue is around governance of franchise fees, which is in the "wheelhouse" of the Charter Commission. The other issue is in the prevue of the Council, which is how to fund roads long term. Mayor Strommen stated in the resident survey from July 2011, three out of four respondents believe Ramsey needs to develop a long-term street and reconstruction funding policy. When asked about the funding mechanisms, 49% favored a franchise fee, 39% favored putting it in property taxes, and 77% opposed assessments. When asked about all three, 44% favored franchise fees with 18% supporting it strongly. Mayor Strommen stated she has received a lot of varied responses, some like assessments, some like it on property taxes, and others like a flat fee. She stated it would be good for the Council to dive into that question with its residents in what a long-term road and reconstruction funding policy

looks like. She stated it was unfortunate the survey was not followed up with a community process piece.

Councilmember Riley stated with slowing down the process, he would like it followed up with the fact the Council is following legal and Charter processes so it does not look like the Council has done something wrong. He noted the Council could take up this issue again, if desired. Councilmember Riley stated there is a need for education of the problem, need for funding, and if a franchise fee is not approved then a new education needs to occur as the problem remains but the solution would change. He stated the Charter Commission discussed the need for a unanimous Council vote, which was put into the Charter for administrative purposes, such as to tweak the Charter but not to make a substantive change to the Charter. That should go to the residents for a vote.

Councilmember Backous agreed and indicated he would like to ask the Charter Commission additional questions including whether Ramsey needs a Ward system.

City Administrator Ulrich stated the Council's agenda contains consideration of two ordinances and asked if both can be continued or if the ordinances should be considered so the utility companies have agreements under which to work. He felt it was difficult for the public to distinguish between the two.

City Attorney Langel noted that both franchise ordinances have already expired.

Councilmember Riley stated the ordinances are different and that can be explained to eliminate confusion.

City Attorney Langel stated the City can continue to operate under the old franchise ordinances but ideally, the franchise ordinances should be addressed.

Mayor Strommen supported moving the franchise agreements forward and holding off on the franchise fee discussion. She stated at the last meeting, confusion resulted because the fee language was included in the franchise ordinances.

City Engineer Westby stated the franchise fee schedule has now been removed from the revised ordinances.

Mayor Strommen stated both the Council and Charter Commission are looking at limits. The Council is looking to place those limits and a five-year sunset within the ordinance and the Charter Commission support limits within the Charter where there would be more "teeth." She stated the intent of both is not that far apart and she supports moving that discussion forward.

Mayor Strommen suggested that at tonight's meeting, the Council address the two franchise ordinances, ask Charter Commission Chair Field to present the Charter Commission's discussion and then the Council can decide if those franchise fee ordinances should be delayed.

The Council agreed to follow that process at tonight's Council meeting.

Mayor Strommen stated she also supports opening a public dialogue in how to fund, long-term, road projects.

City Administrator Ulrich stated the public hearing was already held on the franchise ordinances and asked whether there is a time limit on how long it can be tabled.

City Attorney Langel stated the Charter does not contain language addressing whether there is a timeline on the public hearing.

Mayor Strommen stated her goal is to err on the side of more public input, not less, but a public hearing may not be the best way to gain information.

Councilmember Tossey stated there have been substantial changes to the franchise fee ordinance so it may need another public hearing and reintroduction.

City Attorney Langel agreed that could be the case.

City Administrator Ulrich asked if staff should schedule a joint Council and Charter Commission meeting and frame up discussion points.

The Council supported that suggestion, noting more than one meeting may be needed, and to consider the governance issue separately.

3. TOPICS FOR FUTURE DISCUSSION

Following discussion, the consensus of the Council was to direct staff to schedule discussion of whether to reduce the Council Update, its content and format, and to request an update from Police Chief Way on hunting permits.

4. MAYOR / COUNCIL / STAFF INPUT

Councilmember Backous asked whether the Ford Taurus being sold has only 59,000 miles.

City Administrator Ulrich stated that is correct but it has severe rust issues and determined by the mechanic to be unsafe.

Police Captain Katers stated in March of 2011, the Council adopted a resolution supporting a public safety data system. He provided an update on that system, noting there are critical votes coming up relating to funding through bonding and the Anoka County Joint Law Enforcement Council and Fire Protection Council both need to approve it prior to bonding in addition to the County Commission. Police Captain Katers explained how it would be funded, noting contract negotiations are ongoing with the vendor so the exact numbers are not yet known. He described the four major equipment components included in the public safety data system and stated there are 6,000 functional requirements. Police Captain Katers stated this is a good project in which to be proud. He described cooperative informational services that are shared under security

between agencies, which is uncommon elsewhere. He stated another city paid $1.2 million for this system but in this case, that is the total cost and it will be shared by the 11 agencies.

5. ADJOURNMENT

Mayor Strommen declared the Work Session of the City Council adjourned at 6:34 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, October 22, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember Randy Backous
Councilmember Jill Johns
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Jason Tossey

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Fire Chief Dean Kapler
Parks and Assistant Public Works Superintendent Mark Riverblood
Development Services Manager Timothy Gladhill
City Engineer Bruce Westby
Assistant to the City Administrator Patrick Brama
City Attorney Joseph Langel

1. CALL TO ORDER

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

2. PRESENTATION

None.

3. CITIZEN INPUT

None.

4. CONSENT AGENDA

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

4.01: Receive Cash and Investments for Period Ending September 30, 2012
4.02: Receive September 2013 Financial Reports – General Fund and Enterprise Funds
4.03: Note the Following Boards and Commission Meeting Minutes
1) Environmental Policy Board Meeting Minutes – August 26, 2013
2) Planning Commission Meeting Minutes – September 5, 2013
3) Park and Recreation Commission Meeting Minutes – September 12, 2013
4.04: Approve the Following Meeting Minutes:
1) City Council Work Session – October 8, 2013
2) City Council Regular – October 8, 2013
4.05: Approve Request to Declare Surplus Property
4.06: Consider Request for Site Plan Approval for a Building Expansion on the Property Located at 6820 143rd Avenue NW; Case of Molin Concrete Products Company
4.07: Introduce Ordinance to Amend City Code relating to the Business Registration Certificate
4.08: Adopt Resolution #13-10-181 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of October 3, 2013 through October 16, 2013
4.09: Adopt Resolution #13-10-176 Approving Partial Payment to Dave Perkins Contracting for IP 13-12 North Commons (COR THREE) 4 Lot Residential Development
4:10: Adopt Resolution #13-10-177 Approving Partial Payment to Allied Blacktop for IP #13-00 2013 Street Maintenance Program; Division A
4.11: Adopt Resolution #13-10-179 Approving Final Payment to North Pine Aggregates, Inc. IP 12-20 CSAH 83 (Armstrong Boulevard) – Sunwood Drive
4.12: Adopt Resolution #13-10-180 Approving Partial Payment to Douglas-Kerr Underground LLC for IP 13-11 COR TWO Site Improvements
4.13: Report from the Finance Committee Meeting dated October 8, 2013:
1) Review Proposed 2014 Schedule of Rates, Fees, and Charges – *Ratify the recommendation of the Finance Committee to accept the 2014 Schedule of Rates, Fees and Charges as proposed and bring to City Council for Ordinance Introduction as scheduled for November 12, 2013, regular City Council meeting.*
2) Discussion and Review of 2014 Proposed General Fund Budget and 5-Year Budgets: 2014-2018 – *The Finance Committee tabled this item a future Finance Committee meeting scheduled for November 12, 2013.*

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

5. APPROVE AGENDA

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

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

6. PUBLIC HEARING

6.01: Public Hearing to Adopt Ordinance Amending Section 58-113 (Water Connections) of the Ramsey City Code

Mayor Strommen closed the regular portion of the City Council meeting at 7:01 p.m. in order to conduct a public hearing.

Public Hearing

Mayor Strommen called the public hearing to order at 7:01 p.m.

Presentation

Parks and Assistant Public Works Superintendent Riverblood reviewed the staff report that had been presented in detail at the Council's October 8, 2013, meeting.

Citizen Input

Ben Minks, 17024 Barium Street NW, Andover, stated as a homebuilder with Capstone Homes, Inc., he supports this ordinance amendment as it will reduce costs to build in the City of Ramsey.

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to close the public hearing.

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

The public hearing was closed at 7:05 p.m.

Council Business

Mayor Strommen called the regular City Council meeting back to order at 7:05 p.m.

The Council acknowledged this is the recommendation of the Public Works Committee and applauded staff for presenting this option. The Council indicated support to hear comments from homebuilders to assure the City remains competitive.

Motion by Councilmember Riley, seconded by Councilmember Kuzma, to waive the City Charter requirement to read the Ordinance aloud and Adopt Ordinance #13-18 Amending Ramsey City Code Section 58-113 (Water Connections).

A roll call vote was performed by the Recording Secretary:

Councilmember Tossey aye
Councilmember Kuzma aye

Councilmember Riley aye
Councilmember Johns aye
Councilmember LeTourneau aye
Councilmember Backous aye
Mayor Strommen aye

Motion carried.

7. COUNCIL BUSINESS

7.01: Continuation of Introduction of Franchise Ordinances with Anoka Municipal Utility and Connexus Energy

City Administrator Ulrich explained these franchise ordinances were currently expired and consideration is to reinstitute the same ordinances.

City Engineer Westby reviewed the staff report and described the corrections made to the ordinance language. He presented staff's recommendation to introduce tonight and consider Second Reading of Franchise Ordinance #13-19 and #13-20 on November 12, 2013, with or without modifications.

Councilmember Tossey stated since the language within the ordinances still allow for a franchise fee by separate ordinance, he will not support introduction.

The Council acknowledged the franchise ordnances under consideration will allow utility companies to operate within the City's rights-of-way.

Motion by Councilmember LeTourneau, seconded by Councilmember Riley, to introduce revised Ordinances #13-19 and #13-20 and call for a public hearing on November 12, 2013.

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

7.02: Introduction of Franchise Fee Ordinances with Anoka Municipal Utility, CenterPoint Energy and Connexus Energy

City Administrator Ulrich stated during the October 8, 2013, meeting a public hearing was held and 20 questions posed. Staff drafted responses to each and that information was contained within the meeting packet and is also posted to the City's website. City Administrator Ulrich clarified that based on current law, utility companies cannot charge an administrative fee. He stated opponents of the franchise fee have promoted that franchise fees will result in a 30% tax increase. This figure had been derived by taking the difference between this year's and last year's levy and adding the franchise fee, referring to it as a tax, and saying it was a 30% tax increase. However, due to the TIF decertification that will offset the debt service on the Municipal Center, the tax capacity rate is projected to go down. As a result, in most cases, there will be a slight decrease in tax. City Administrator Ulrich stated the proposal is to institute a

franchise fee of $8 per utility per month to raise $1.7 million, which is about 12.6% of the proposed 2014 budget. The offset would be the elimination of special assessments for City road improvement projects.

City Engineer Westby stated as directed by the Council, staff incorporated ordinance language to address: 1) A five-year sunset term; 2) Elimination of special assessments while a franchise fee is in place for street maintenance projects; 3) Funds collected would be dedicated solely to street maintenance projects; and, 4) A rebate program incorporated as part of the franchise fee program to rebate the lesser of the two costs (franchise fee or special assessments). City Engineer Westby read the sections of the ordinances that relate to these four items and explained that going forward, there would be no new assessments over the life of this franchise fee ordinance.

Councilmember Tossey stated, based on discussion at the Work Session, he will not argue every point but while there will be a decrease in the tax capacity by 1%, that is because there is more capacity since a TIF District came off-line. He felt it was disingenuous to say there would be a tax reduction as residents will be paying franchise fees of $192 per year, which is a high increase. He agreed there are issues with special assessments but there is nothing to prevent future Councils from still doing both special assessments and franchise fees. He thinks those issues should be addressed within the Charter.

Councilmember Kuzma stated there has been a lot of discussion about tax increases but the issue is the problem with roads and aging infrastructure that is not being addressed. He noted residents need to realize that if nothing is done, in four to five years there will be more serious assessments. Councilmember Kuzma stated the Council wants to address this problem now.

Councilmember Backous stated the ordinance includes an exclusivity clause to assure franchise fee revenue is only spent on road reconstruction, yet it leaves the Council open to also using the levy towards roads. He stated the Council wants to assure accountability with both franchise fees and the levy so he would ask whether it should all be in one place.

Mayor Strommen stated that clause does not force it all to be in one place but does force the City to dedicate franchise fees for that purpose. She suggested that point be discussed further.

Charter Commission Chair Field stated the Charter Commission convened yesterday to discuss the issue of a possible Charter amendment pertaining to alternative funding sources, in particular the use of franchise fees as a funding source. He presented background on the City's Charter (Constitution), noting only 4% of the State's municipalities use a Charter to govern its affairs and the rest utilize statutory authority. Ramsey is a Home Rule Charter City and the Charter can institute powers, as long as they do not conflict with State law. Chair Field stated the Charter Commission meets to consider constitutional issues, and chose to act on the franchise fee discussion. He reported on the proceedings of the October 21, 2013, Charter Commission meeting, discussions held, and motion approved on a 6-1 vote to amend the City Charter, Section 10.4, Power of Regulation Reserve. The first sentence currently reads: "Subject to any applicable State Statutes, the Council may by ordinance reasonably regulate and control the exercise of any franchise, including the maximum rates, fares, or prices to be charged by the grantee." The proposed amendment would add the following language to that sentence: "<u>except</u>

that any franchise fees imposed under applicable State Statute must be limited to defraying increased municipal costs occurring as a result of utility operations and may not be used to raise general revenue."

Chair Field stated this amendment would require a direct correlation between the franchise fees and covering increased utility operating costs and cannot be used to raise general revenue. He stated this clarifies and limits the fee to only the qualifying costs of the utility. Chair Field stated the Council has discussed eliminating the special assessment process; however, that provision was not originally contained within either ordinance. The Charter Commission was in general agreement that eliminating or lowering the special assessment process was a good option but did not have time to consider it and will discuss it at a future meeting. He described the process in Ramsey to approve a Charter amendment. With this recommendation, approving the Charter amendment requires a unanimous vote by the Council. If not, the amendment will die but the Charter Commission reserves the right to reconvene again and submit a different amendment or to bring it to the voters directly. Chair Field stated one member opposed the amendment because she wanted the amendment to go to the voters and not the Council.

Mayor Strommen thanked Chair Field for the thorough report.

City Attorney Langel stated the process for the Charter amendment pursuant to Statute 410.12.7 is to send it to the Council as a recommendation. Approval requires a unanimous vote of the City Council before becoming effective. The Council has two weeks to one month to notice the public of the amendment and hold the public hearing. Then, within one month, the Council is required to vote on the amendment. This process will take about two months. If there is a unanimous vote of the Council, it would become effective 90 days from publication, resulting in at least a five-month process.

Mayor Strommen summarized the discussion during tonight's Work Session in being appreciative to the Charter Commission for the amendment, supporting the request to initiate a dialogue, and directing staff to organize a joint Work Session between the City Council and Charter Commission to discuss governance issues. The Council was concerned with limits and had placed them in the ordinance. The Charter Commission is recommending those limits be placed in the Charter. Mayor Strommen stated the Council also discussed holding a budgeting and funding discussion on how the roads can be paid for. She noted the July 2011 resident survey showed three-fourths of those surveyed said the City should have a plan and policy for long-term road maintenance. Mayor Strommen stated there is not clear consensus in the community and the Council would benefit from additional dialogue on those issues as well as governance issues with the Charter Commission. She stated the Council supported slowing the process, not introducing the ordinance tonight, and holding more conversation with the Charter Commission and residents. Mayor Strommen asked staff to assure the Charter Commission received the updated ordinances.

Councilmember Backous thanked Chair Field and the Charter Commission, stating he is delighted they are taking on the issue as the ordinance does not contain enough "teeth" and the Council is sincere in wanting to place limits and proper protection. He stated it is difficult for residents to keep up with everything that is going on but this discussion has made them aware of

the problem with roads and need for funding. Councilmember Backous stated he is proud of this Council for tackling this issue and while they have taken a "political hit," he wants to continue to receive resident's input. He felt this process would lead to a better solution than originally considered, noting all need to stay informed, be open minded, and show respect. Councilmember Backous stated he is also proud of the Council for not forcing what had been originally considered, for being open to hearing other ideas, and evolving away from political "ugliness" and halftruths.

Councilmember Riley stated two weeks ago, he was unable to attend but watched the webstream of the meeting and heard all of the public input. He stated the streets now need to be replaced; it is a long-term problem so a long-term solution needs to be found. Councilmember Riley stated franchise fees came about as the best compromise and best idea to meet all the needs with the most benefits and least downsides. As a Council, safeguards were placed in the ordinance. Councilmember Riley stated more public input can be gained with the process being slowed down so all can collaborate and listen.

Mayor Strommen stated she is also proud of the Council, noting it started with a Strategic Plan that was presented to all of the Commissions. The Council committed to that Plan and the action under consideration shows its commitment to value Commission's input and determination to work together collaboratively and find the best solution.

City Administrator Ulrich stated the Council has discussed how to address road projects since at least 2011 and it is critical to address the road issue and find a long-term sustainable funding source. He recommended postponing introduction of the ordinance indefinitely and directing staff to schedule a joint Work Session with the Charter Commission to discuss a solution to this issue.

Motion by Councilmember LeTourneau, seconded by Councilmember Backous, to indefinitely table consideration of Franchise Fee Ordinances with Anoka Municipal Utility, CenterPoint Energy and Connexus Energy.

Further discussion: Mayor Strommen encouraged everyone to remain engaged in this discussion and process.

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

7.03: Consider Request for Approvals Related to Brookfield 4th Addition; Case of Capstone Homes, Inc.

Development Services Manager Gladhill reviewed the staff report and recommendation to adopt Resolution #13-10-173 granting Preliminary Plat approval of Brookfield 4th Addition, contingent upon compliance with the Staff Report File dated September 27, 2013, upon the Applicant entering into a Development Agreement with the City, and approval of the Preliminary Draft of the Development Agreement for Brookfield 4th Addition. He indicated the Planning Commission recommended approval contingent upon the staff report and the Parks and

Recreation Commission recommended utilizing park development and trail fee dollars to create trail connectivity. Development Services Manager Gladhill disclosed this project would create another connection to 168th Avenue and Garnet Street. He provided information considered during the additional public meeting relating to the project's features and revitalization of the existing homeowner's association, noting if the homeowner's association is operational, the new homes may be added. Development Services Manager Gladhill clarified that the sanitary sewer would be extended on a future 168th Lane to the adjacent lot per owner request, impacts to the water level in the stormwater pond due to the additional impervious surface, and indicated staff will address construction traffic concerns.

City Engineer Westby stated this development is not being required to meet the Lower Rum River Water Management Organization's Third Generation Plan requirements as this pond was originally designed for the full build out of this property.

Ben Minks, Capstone Homes, Inc., stated he is happy to be working in Ramsey and is wiling to cooperate with the existing homeowner's association if it becomes operational.

The Council thanked Mr. Minks for bringing 77 new homes to the City, his cooperation with residents, and quickly responding to their concerns.

a. Adopt Resolution #13-10-173 for Preliminary Plat Approval of Brookfield 4th Addition

Motion by Councilmember Riley, seconded by Councilmember Johns, to adopt Resolution #13-10-173 granting Preliminary Plat approval of Brookfield 4th Addition, contingent upon compliance with the Staff Review File dated September 27, 2013 and contingent upon the Applicant entering into a Development Agreement with the City.

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

b. Approve Preliminary Draft of Development Agreement for Brookfield 4th Addition

Motion by Councilmember Backous, seconded by Councilmember LeTourneau, to approve the Preliminary Draft of the Development Agreement for Brookfield 4th Addition.

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

7.04: DISCUSSION ONLY: Review Status of Mississippi River Corridor Critical Area (MRCCA/Critical Area) Rulemaking Process by Minnesota Department of Natural Resources

Development Services Manager Gladhill displayed a map depicting the established critical area and stated there will be a joint meeting with the Planning Commission and Environmental Policy

Board to discuss this issue. He indicated staff intends to provide comment during the local government official's meeting on October 24, 2013.

The Council thanked staff, and in particular Development Services Manager Gladhill, in how this issue has been handled and in formulating a letter to the DNR to summarize resident concerns.

8. MAYOR, COUNCIL AND STAFF INPUT

8.01: Joint Meeting: 6:30 p.m., Tuesday, October 29, Alexander Ramsey Room – City Council, Planning Commission, Environmental Policy Board, and Economic Development Authority

8.02 Local Government Officials Meeting: 6:00 p.m., Wednesday, October 30 – Cedar Creek Natural History Area, East Bethel

8.03: 11th Annual Taste of Community: 5:30 p.m., November 7 – Greenhaven Golf and Banquet Center, Anoka

City Administrator Ulrich announced upcoming meetings and events, presented updates on development, and an analysis of the customer request management system. He welcomed Building Official Rick Jarson to City staff and stated the Police Department is now posting advisories on the City's Facebook, including lost pets that have been returned to their owners.

Councilmember Backous congratulated Northern Light's soccer teams for their success during the Fall State Tournament and for well representing the City of Ramsey.

Councilmember Kuzma provided an update on the October 17, 2013, Lower Rum River Water Management Organization's action relating to an amendment to the JPA and voting structure for capital improvements, which was forwarded to its attorney.

Councilmember Tossey announced an opportunity to contribute, for those who are able, to defray costs for cutting edge technology that would help Gavin Pierson, a 7-year-old Ramsey resident suffering with brain cancer.

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 8:33 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.

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, October 29, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember Randy Backous
Councilmember Jill Johns
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Jason Tossey (arrived at 7:55 p.m.)

Environmental Policy Board
Members Present: Chairperson Michael Max
Board Member Bob Bentz
Board Member Michael Hiatt
Board Member Michael Valentine

Planning Commission
Members Present: Chairperson Gary Levine
Commissioner Randy Bauer
Commissioner Ralph Brauer
Commissioner Joseph Field
Commissioner Mathew Maul

Economic Development Authority
Members Present: Chairperson Jim Steffen
Member Glen Hardin
Member Wayne Skaff
Member Kristine Williams

Also Present: City Administrator Kurtis Ulrich
Associate Planner/Environmental Coordinator Chris Anderson
Development Services Manager Timothy Gladhill
City Engineer Bruce Westby
Assistant to the City Administrator Patrick Brama

1. CALL TO ORDER

Mayor Strommen called the City Council Work Session to order at 5:35 p.m.

2. TOPICS FOR DISCUSSION

2.01: Discussion Regarding the Annual Performance Review of the City administrator, an Individual who is subject to the City Council's Authority

Human Resources Manager Lasher advised that under Minnesota Statutes, the meeting can move into closed session to discuss personnel issues. She indicated the closed session discussion will relate to the annual performance review of the City Administrator. The closed session will be tape recorded and that tape will be maintained for a period of eight years.

Motion by Councilmember Riley, seconded by Councilmember LeTourneau, to move to Closed Session to discuss the annual performance review of the City Administrator.

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

The City Council meeting moved into a Closed Session at 5:36 p.m.

The City Council reconvened in Open Session at 6:34 p.m.

2.02: Planning Commission and Environmental Policy Board (EPB): Review Status of Mississippi River Corridor Critical Area (MRCCA/Critical Area) Rulemaking Process by the Minnesota Department of Natural Resources (DNR) as Directed by the 2013 Minnesota Legislature

Development Services Manager Gladhill noted that the intent for the meeting tonight is to simply obtain general input and determine if staff is on the right track. He asked for input on critical red flags to ensure that responses to other agencies are made appropriately. He identified the critical area, which is a 72 mile stretch of Minnesota along the Mississippi River, and provided a brief history. He reviewed the intent of the rulemaking process, which includes protection of key features, to clarify inconsistent or conflicting standards, and to create a baseline of common standards throughout the corridor. He summarized the current district standards and reviewed the rulemaking schedule, which includes additional time to obtain input from local municipalities and residents. He advised of a tiered land use district, which is included in the draft plan and would be beneficial to Ramsey. He noted that although some nonconforming structures would still exist, the proposed districts would help to create local control and flexibility as well as removing some structures from nonconforming status. He advised of a recent meeting, which occurred and noted that the detailed comments and issues identified were included in the packet. He highlighted a DNR meeting he attended on October 24th and noted that following that meeting 88 percent of the participants, which included staff and elected officials from affected municipalities, were either very satisfied or somewhat satisfied with the DNR process. He reviewed the other review meetings, which have been conducted and attended thus far in the process. He referenced the Draft Statement of Policy, suggested that the title possibly be changed to Official Response, and highlighted the course moving forward following tonight's meeting.

Mayor Strommen thanked Development Services Manager Gladhill and staff for their assistance and work in this process, including the open meetings with residents. She referenced the recommendations section of the Draft Statement of Policies and questioned if the group found those issues to be true and whether the comments found under those issues were appropriate.

Planning Commission Chairperson Levine commented that this is nothing new but simply tweaking what is already in place to make the corridor more flexible. He believed that the DNR has been very accommodating throughout this process.

Environmental Policy Board Member Bentz referenced the issue of grandfathered protection and expressed concern with properties that may become nonconforming.

Development Services Manager Gladhill noted that the DNR is reviewing how they could protect those properties that would become lawful nonconforming structures. He addressed issues of expansion and rebuilding. He noted that staff would work to determine if the timeline for rebuilding could be lengthened.

Environmental Policy Board Member Bentz questioned the erosion rates at the bends in the river. He noted that a property could have been conforming but due to erosion, the property no longer meets the setback requirements.

Development Services Manager Gladhill stated that staff will look at that further, noting that rates of erosion are different throughout the corridor.

Environmental Policy Board Member Valentine commended staff for their work thus far as he believed the issues of concern were included.

Mayor Strommen confirmed that the issues of concern have been included in the Statement and she believed it was a nice balance of providing comments to the DNR and also leaving room for the information that is not yet known.

Councilmember Kuzma questioned if there were funds available to assist a resident with erosion problems.

Associate Planner/Environmental Coordinator Anderson noted that there may be funds available through the Anoka Conservation District, noting that the funding covers design costs and does not necessarily cover construction type costs. He noted that comment was heard at the public process meeting.

Councilmember Kuzma referenced the LRRMWO, which has a trip scheduled to float the Mississippi River in the spring in an attempt to document areas of concern.

Associate Planner/Environmental Coordinator Anderson confirmed that in the past ten years it is obvious that the river is shifting.

John Freeburg, resident, stated that he has completed erosion control on his property and noted that many of his neighbors would like to do similar work but cannot access the necessary area. He commented that perhaps the DNR could allow barges to bring rocks that could be used for erosion control purposes.

The consensus of the Council was to support the Draft Statement of Policy document related to the Mississippi River Corridor Critical Area Rulemaking Project as presented, amending the title to Official Response.

2.05: Planning Commission and Economic Development Authority (EDA): Review Status and Schedule of Small Area Land Planning Projects

- **15153 Nowthen Boulevard NW (Former Municipal Center / Current Fire Station #2)**

Development Services Manager Gladhill advised that the intent tonight is simply to provide a general update and noted that staff has focused on land use review for three small areas within the City and identified each of those areas. He noted that updates for each area were included in the packet. He stated that the process for the former municipality center has focused on the possible use of that space for data storage.

- **167th Avenue Node at Saint Francis Boulevard NW (Trunk Highway #47)**

Development Services Manager Gladhill referenced the 167th Avenue node at Saint Francis Boulevard NW and noted that this spot had been an anchor retail space and discussed the problems with the site. He advised that staff has reviewed a number of possibilities and a number of options were discussed with the residents in that area to garner input.

- **Armstrong West (Future Business Park / Retail Area)**

Development Services Manager Gladhill referenced Armstrong West and noted that the intent for this parcel would be a future business park and location for employment. He noted that adjacent to Armstrong is a small retail area and discussions include the appropriate land use for that parcel as well. He noted that staff will continue this work over the next few months and advised that a general timeline was included in the packet for review including purpose and schedules.

Planning Commissioner Bauer questioned the impact that the Highway 10 improvements will have on the Armstrong development. He also referenced a large parcel in the center that may not become available.

Development Services Manager Gladhill stated that staff is aware of acquisition parcels and the impact that could have. He believed that the County has approved the final design for the Armstrong intersection. He referenced the holdout sites and advised that the owner desires the area to be a business park and not retail.

Councilmember Letourneau commended staff for their efforts in focusing on these three areas as he believed it to be important to the viability and stability of the City and those areas.

Environmental Policy Board Member Bentz referenced ongoing activities and questioned if the City could afford to take on these projects. He questioned if the cart was being put before the horse in regard to road construction.

Development Services Manager Gladhill explained that this plan has nothing to do with road construction and is to speak with property owners and ensure that the Comprehensive Plan meets with those intentions. He advised that road construction would come along with the projects when developed.

Mayor Strommen confirmed that the road projects were in conjunction with the Armstrong project.

City Administrator Ulrich noted that the realignment of Sunfish was to prepare for the Armstrong intersection project.

Mayor Strommen also expressed appreciation for the time the Commissions have put into these plans, which are important elements of the Comprehensive Plan, noting that community input has also been a focus throughout these processes. She recognized the additional time for the Commissions and staff and advised that she has heard positive input from the residents that were able to participate.

Planning Commissioner Brauer thanked the residents that were involved in the process. He noted that although the first few meetings may not be well attended, that attendance should grow in the future as residents realize that they can be a part of the process and will be heard.

Planning Commission Chairperson Levine stated that the folks at the golf course really appreciated the opportunity to meet with the neighboring property owners to obtain their input.

Councilmember Letourneau stated that he believes that the process demonstrates what the Council believes in, that being transparency and openness.

Planning Commissioner Field stated that the final act of listening to public input is incorporating the sound input into policy.

2.03: Planning Commission and Economic Development Authority (EDA): Review Alternatives for Highway 10 Access Planning Study; Case of Minnesota Department of Transportation (Mn/DOT)

Wayne Noris, MnDOT, introduced himself as well as Paul Young of MnDOT and Chris Chromy of Bolton and Menk.

Chris Chromy, Bolton and Menk (consultant to Mn/DOT), noted that work on this project began approximately six months ago and will continue an additional six to eight months. He noted that

Highway 10 has been studied numerous times in the past ten years and briefly highlighted elements of each study that was completed which includes the City of Anoka Plan for Highway 10 as well as the plans within the City of Ramsey. He estimated the cost for the improvements, including construction and right-of-way acquisition costs. He explained why another study is necessary for Highway 10 and summarized some of the information obtained including delay in speeds and at intersections during peak congestion times and the higher than average crash and severity rates, noting the number to be twice the average for comparable corridors. He noted that there is a need to do something in order to reverse the trends for the roadway. He stated that in considering the current overall state and federal funding levels it will be difficult to achieve the vision of a freeway facility on this portion of Highway 10 within the next 20 years. He stated that in order to reduce crashes and improve mobility issues it is reasonable and responsible to implement lower cost interim measures that incrementally improve safety and operations for all users of Highway 10. He advised that the intent of this study is to identify high-benefit improvements that are fiscally responsible so that improvements can be funded, programmed and implemented incrementally. He reviewed the improvement concept approach, which includes an access management approach that will reduce conflict points at public street intersections, to remove or consolidate conflict points at driveways, and will also focus on driver information using technology. He stated that throughout this process they will review a number of options. He began with the reduction of conflict intersections, which includes options such as a right in/right out intersection, three quarter intersection, acceleration and deceleration lanes, restricted crossing U-turn (RCUT), continuous green T intersection, median u-turn, jughandle, continuous flow intersection, and pedestrian and bicycle routing to more desired at-grade crossings. He noted a common theme in these options, which is to eliminate the ability to turn left off of the main route, which can reduce accidents and improve operation. He advised that grade separation will also be investigated and reviewed options including pedestrian and bicycle routing to more desired grade separated crossings, high T intersection, mini-cloverleaf, flyover bridge, and local street overpass or underpass. He moved on to the issue of street closure and reviewed the option of frontage/backage road connectivity. In regard to driveway removal, he mentioned the option of driveway relocation/consolidation for some properties. He noted that some properties do not have another option for access and that access would therefore need to remain as long as the current use remains. He referenced the idea of driver information using technology noting the options of overhead lane use signs, advanced queue warning system, overhead dynamic message signs, signal timing, hybrid travel time sign, and alternate route guidance. He stated that as this moves forward the planning study will identify lower cost high-benefit safety, mobility and access solutions that can be built in the near future; consider improvements that can be utilized in the future transition to freeway; and support construction of the Highway 10/Armstrong Boulevard interchange. He reviewed the access planning study and identified meetings that have been held with the public and stakeholders. He noted that following the first of the year the City should have some recommendations and noted that the study will include not only the plan but also an implementation schedule.

City Administrator Ulrich referenced the properties that were purchased with state monies that have been set aside for right-of-way purposes and questioned if that was factored in with the cost of the improvement measures.

Mr. Chromy stated that they are aware of the properties that have been acquired and if those can be useful, they will be included in the plan. He stated that the County has been reminded throughout this process that these are interim improvements as the roadway is planned to become a freeway.

Development Services Manager Gladhill noted that this study is being funded through the County and MnDOT and advised that this is the opportunity for the City to provide input.

Planning Commissioner Bauer questioned if the study would include phasing of the most critical intersection options.

Mr. Chromy explained that this process is meant to determine problems and solutions. He stated that there are many problems with a high cost that society cannot afford to fix. He confirmed that the plan would not look to solve all of the problems but instead focus on some of the main problems. He advised that the phasing would be focused on smaller portions that would be fundable.

Mr. Noris explained that the study is set up with the goal to provide a proposal of interim projects that are affordable and can move forward within an intermediately short term period of five to ten years. He could not wager on what the budget will be and noted that the important focus would be the proposed improvements and the benefits that would be provided. He explained that once that is known then the improvements can be pitched to garner the appropriate funding. He explained that the intent of this study is not to remain on the shelf but to move forward.

Planning Commissioner Brauer asked for an estimated cost for some of the intersection improvements.

Mr. Chromy provided cost ranges for different intersection options.

Planning Commissioner Brauer questioned if these options were band-aids or a tourniquet. He questioned if the funds should be saved to complete one larger project, which could be done right rather than a series of projects that would only be small fixes and would not ultimately fix the overall problem. He questioned if some of the options would be modeled through this process.

Mr. Chromy stated that the purpose is not to provide band-aids, which do not improve the problem, but to go the path of the tourniquet. He noted that the Armstrong interchange improvements are moving ahead because of the strong desire of the City. He advised that a traffic operations model will be used to test the options and brainstorm the conflicts that could be removed from the model to provide a breakthrough in traffic.

Planning Commissioner Field referenced the 1,600 accidents which occurred over the past ten years and questioned if a detailed analysis was done to determine the cause, noting that rear-end accidents could be due to lack of driver attentiveness or congestions and stop lights. He noted that three elements would need to be considered including safety, traffic flow and emergency vehicle access.

Mr. Chromy confirmed that there is a statistical relationship to rear-end accidents and traffic signals. He noted that there is also bottleneck congestion where Highway 10 moves from a freeway type into stop lights.

Planning Commission Chairperson Levine noted that a number of scenarios provide the option of turning left by turning right and using a U-turn and questioned the safety element of that option.

Mr. Chromy stated that drivers are usually more cautious to make a U-turn and statistically left turns have a higher accident rate.

Mayor Strommen noted that there are times when adding a U-turn option to a left turn signal makes the turn less efficient because of those making U-turns.

Mr. Chromy noted that there is a point when the left turn lane can be overloaded.

Councilmember Backous noted that he is in favor of low cost high benefit options and questioned if these short term fixes would in essence shoot the City in the foot as the small improvements could delay funding in the long term fix.

Mr. Noris stated that part of the problem statement expressed that MnDOT would like to develop elements and projects that while are interim, are not throw away, and would still fit with the long term goal for a freeway. He explained that traffic is disrupted by projects and MnDOT does not want to repeatedly disrupt traffic.

Councilmember Backous referenced a left hand turn option and believed that those should be eliminated as possibilities as those cannot move forward into a freeway option. He referenced 252 and noted that once that project was complete it was already obsolete and believed that the project should be built for the future.

Councilmember Tossey agreed with the comments made by Councilmember Backous. He did not believe that the Ramsey or Sunfish intersections would be eliminated following the Armstrong interchange and did not want to delay possibilities for the future. He questioned if commercial and big rig vehicles have trouble with the U-turn options.

Mr. Chromy advised that the left turns can be designed for commercial sized vehicles while others may not be.

Planning Commissioner Bauer referenced the Thurston intersection, which does not cross the railroad tracks, but has a short turning time. He noted that intersection could be lengthened in order to accommodate additional drivers and those accessing the college.

Environmental Policy Board Chairperson Max stated that he has seen people fed up with waiting for green lights and therefore run the red light.

Councilmember Backous agreed that lengthening the timing of the light would be a low cost option that could provide a great benefit.

Mr. Chromy stated that MnDOT is doing the best they can with the signals that are out there and explained that adding five seconds more to the Thurston intersection could have an exponential delay to Highway 10.

Planning Commissioner Maul referenced the railroad and noted that he did not see any plans to address that.

Mr. Chromy acknowledged that the railroad compounds the delay on the cross roads and noted that the Armstrong improvements will provide a great option to the residents in Ramsey similar to the Thurston intersection. He acknowledged the low number of accidents at railroad tracks and zero fatalities in Ramsey, noting that a higher benefit may be provided through other efforts.

Mayor Strommen noted that the main concerns coming into this study was the safety and traffic concerns within Ramsey but also acknowledged the commercial and tourist gateway which is provided through the city. She was not sure that the long term vision came through as it should, or could, and asked that the element be brought forward more for the public meetings. She referenced the idea of identifying alternate routes and advised that there are no other alternate routes. She referenced the potential road closings and asked that the study also consider how those people would be displaced as there are no alternate routes available.

Mr. Chromy noted that the alternate routes he was suggesting would be to move traffic from the Ramsey intersection to Thurston.

Planning Commissioner Brauer explained that the other alternative would be to go down 47 to Bunker Lake Boulevard, which is also highly congested.

Mayor Strommen noted that these are the issues that the residents and businesses are acutely aware of and believed that incorporation of the input heard here would be beneficial moving into the public meetings. She thanked everyone for their time.

2.04: Planning Commission and Economic Development Authority (EDA): Review Preliminary Metropolitan Council Forecasts

Development Services Manager Gladhill reviewed the staff report and noted that a census is completed every ten years, noting that following that activity the Met Council reviews and updates their forecasts. He explained that this information is the precursor for the Comprehensive Plan. He explained that the Met Council has allowed early coordination with local governments in order to review the information. He reviewed the current estimates and the preliminary forecast through the year 2040. He explained that the permit levels in 2010 were much different than the past three years and advised that the new information will be focused on to amend the forecasts. He stated that more firm recommendations would be available at the November Planning Commission meeting. He advised that the previous forecasts were much more aggressive and have been brought down to reflect the existing conditions. He noted that

the Comprehensive Sanitary Sewer and Water Studies were updated in 2012 and also recommended that the NCDA be considered in the forecasting. He referenced unresolved assumptions including household size and employees per acre and reviewed the next steps. He believed the future land use map exercise could be used to guide the forecasting rather than the forecasts driving the future land use map. He advised that the Comprehensive Plan webpage will be updated in the next few weeks. He advised that preliminary responses were included in the packet. He noted that he will continue to update the necessary Boards and Commissions as appropriate.

Mayor Strommen advised that this step is so important in the Comprehensive Plan process and appreciated staff bringing the information back sooner rather than later this time around.

Planning Commissioner Bauer referenced the average size of households and noted that the increase in population and households is identical, meaning that those would be households of one. He stated that developers are not building homes to be vacant, and believed staff could work closely with developers to determine where there optimistic trend is coming from.

Planning Commissioner Field questioned where the Met Council obtains their statistics from and whether a general formula is used rather than basing forecasting on individual communities. He stated that the formulas would need to be known before the City knows whether the information is correct.

Planning Commissioner Brauer provided additional information on the method used to forecast by the Met Council and noted just how incorrect the Met Council information has been.

Development Services Manager Gladhill advised that the forecasting experience is not unique to the Met Council and this is a chance for the City to provide input.

City Administrator Ulrich advised that other benefits are tied to the forecasting and therefore staff wants to ensure that the forecasting is not overzealous but is still accurate as the City still needs to receive the investment in resources.

Planning Commissioner Brauer noted that Maple Grove is the biggest growing northwest community due to the new hospital. He recognized that when there is an investment in resources there is an uptick in population.

Development Services Manager Gladhill noted that staff will provide the Met Council with more historical data in order to garner appropriate forecasting. He explained that the Planning Commission and EDA will discuss this item in more detail prior to the December 1st deadline for comments during this first phase.

Mayor Strommen referenced a presentation she attended that referenced the aging statistics of the state and believed that would be beneficial to consider.

Development Services Manager Gladhill outlined the next steps that would be taken in order to reach the December 1st deadline.

3. TOPICS FOR FUTURE DISCUSSION

Planning Commission Chairperson Levine noted that it is beneficial to have these groups meet in joint session and believed it would be beneficial to do that more often.

4. MAYOR / COUNCIL / STAFF INPUT

None

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 9:20 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Jo Ann M. Thieling
City Clerk

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **4. 4.**

Meeting Date: 11/12/2013

By: Chris Anderson, Community Development

Information

Title

Approve Receipt of Pedestrian and Bicycle Trail Easement on 15216 Krypton St NW (Lot 2, Block 2, MEADOW)

Purpose/Background:

The City has received a building permit application for a new single family home on Lot 2 Block 2 MEADOW. A review of the Certificate of Survey for that lot, as well as the County's property records, revealed that there was a public trail across the rear portion of the lot without a recorded trail easement. After further review, it was discovered that the entire segment of trail along Nowthen Blvd through the MEADOW subdivision traverses across the rear portion of the lots without a recorded trail easement.

Observations/Alternatives:

This trail was required as part of the Meadow subdivision. However, prior to its construction, the original developer walked away from the project. The City drew upon the surety to construct the trail as shown on the approved plans. It does not appear that trail easements were ever provided for or recorded against Lots 1-7 Block 2 and Outlot B MEADOW. Staff secured an easement from the property owner of Lot 5 Block 2 MEADOW, which the City Council accepted at their October 8, 2013 meeting. Staff has discussed this matter with the property owner of Lot 2 Block 2 MEADOW, Pinto Properties LLC, who has agreed to grant the City a trail easement to address the encroachment. Staff will be working will all the remaining property owners to secure the proper easements.

The easement identifies the City as being responsible for all costs to construct and repair the surface of the trail as well as providing snow removal (as is typical for all City trails). The property owner (including successors and assigns) shall be responsible for maintaining the grass and vegetation within the easement area. The description of the easement area is still be drafted and will be inserted into the document prior to execution.

Failure to accept the easement would require the trail to be removed/relocated, likely at the City's cost. Furthermore, the parcel is adjacent to CSAH 5 (Nowthen Boulevard) and thus, relocating the trail into the right-of-way would be subject to approval by Anoka County.

Funding Source:

There is still an escrow account related to the MEADOW subdivision. As this was a requirement of the original developer that was never completed, the costs associated with recording the pedestrian and bicycle trail easement document with Anoka County will be charged to that escrow account.

Recommendation:

City Staff recommends authorizing the Mayor and City Clerk to execute the easement document accepting the pedestrian and bicycle trail easement on behalf of the City.

Action:

Motion to adopt Resolution #13-11-185 accepting the granting of a trail easement to the City.

Attachments

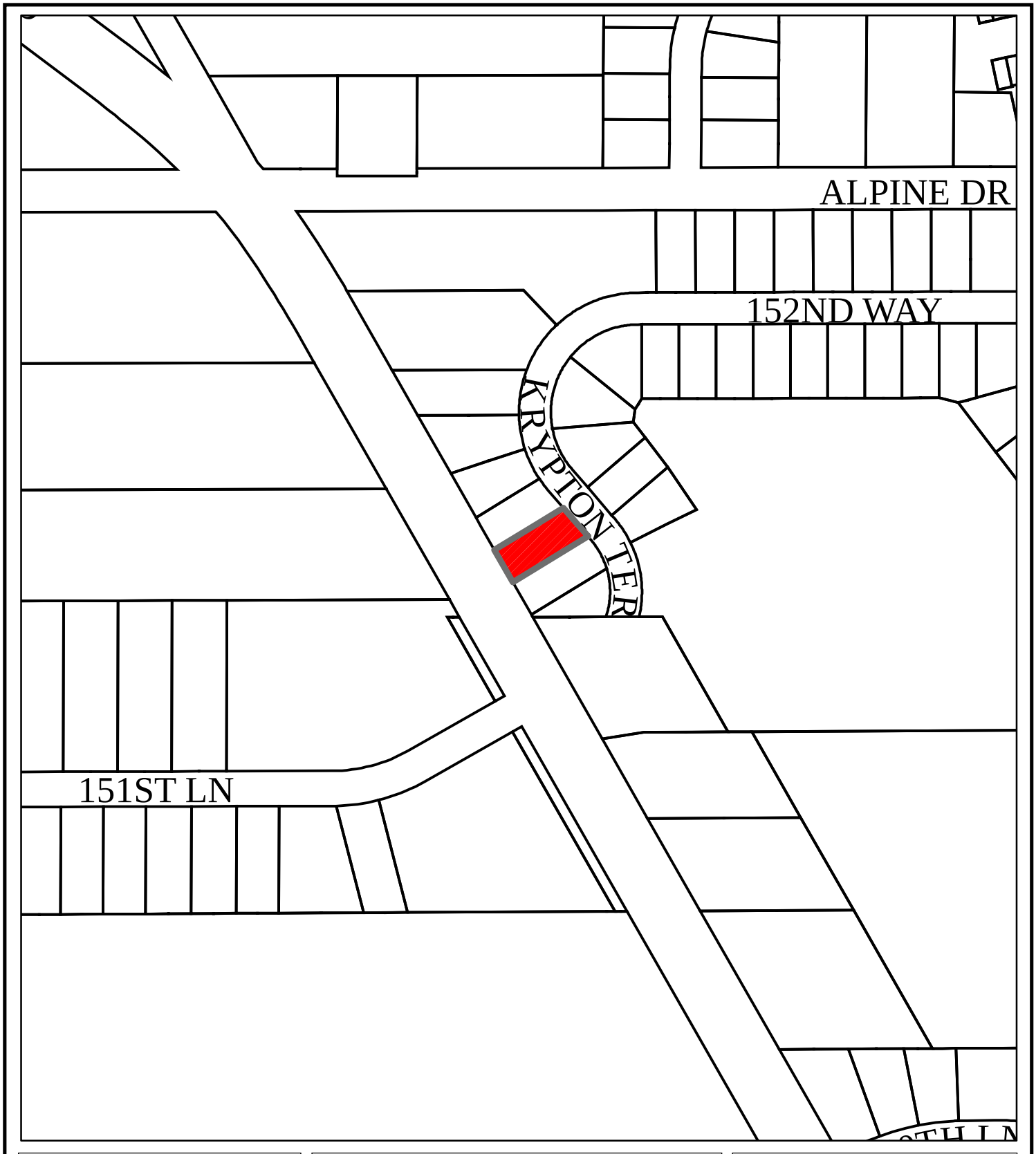
Site Location Map

Draft Trail Easement

Resolution Approving Pedestrian and Bicycle Trail Easement

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	11/06/2013 11:36 AM
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:44 PM
Form Started By: Chris Anderson		Started On: 11/04/2013 09:29 AM
Final Approval Date: 11/07/2013		



City of RAMSEY

15216 KryptonTerrace

Legend

Site

Parcels

N

0 320 640 Feet

GRANT OF PEDESTRIAN AND BICYCLE TRAIL EASEMENT

This grant of a pedestrian and bicycle trail easement ("Grant") is made this _____ day of _____, 20___, by Pinto Properties LLC, a limited liability company (domestic) under the laws of the State of Minnesota (hereinafter referred to as "Grantor") to the **City of Ramsey**, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property situated in the County of Anoka, State of Minnesota, legally described as Lot 2, Block 2 MEADOW, Anoka County, Minnesota (the "Property"); and

WHEREAS, Grantor wishes to grant and dedicate an easement for pedestrian and bicycle trail purposes for the benefit of the public, over, under, across and upon the Property in those areas legally described in **Exhibit A**, attached hereto (hereinafter referred to as the "Easement Area").

NOW, THEREFORE, for One Dollar and other good and valuable consideration, the parties agree as follows:

1. Easement Grant and Dedication. Grantor hereby grants, dedicates, conveys and quit claims to Grantee, its successors and assigns, a perpetual easement for pedestrian and bicycle trail purposes for the benefit of the public, over, under, across and upon the Easement Area.

2. Construction and Maintenance. Grantee is responsible for all costs to construct and repair the surface of sidewalk/trail and to provide for snow removal. Grantor shall maintain the grass and vegetation within the Easement Area in accordance with City ordinances, with the understanding that Grantee may, on occasion, cut the grass within the Easement Area. Grantee's occasional maintenance of the grass within the Easement Area shall not relieve Grantor's obligations under City ordinances.

3. Successors and Assigns. All of the provisions of this instrument, including the benefits and burdens, run with the land and are binding on and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the Grantor and Grantee herein.

4. Headings. Paragraph headings used in this instrument are for convenience only, and shall not affect the construction of this Grant.

5. Entire Agreement. This instrument, and the Exhibits attached hereto, constitute the entire understanding of the parties hereto with respect to the transaction contemplated thereby, and supersede all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings or promises, whether oral, implied, written or otherwise, have been made by either party hereto to the other unless expressly stated in the above-referenced documents, or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understandings not expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

GRANTOR: _____

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before this _____ day of _____, 20___, by _____, the _____ of _____, a Minnesota _____, on behalf of the _____.

_____
Notary Public

(Additional signatures on next page.)

GRANTEE: City of Ramsey, a Minnesota municipal corporation

By: _____

Its: Mayor

AND

By: _____

Its: Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before this _____ day of _____, 20___, by _____, the _____ and _____, the _____ of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Ratwik, Roszak & Maloney, P.A.
730 Second Avenue South, Suite 300
Minneapolis, MN 55402
Telephone: (612) 339-0060
(JJL)

Exhibit A

A permanent easement for trail purposes over, under and across that part of Lot 2 Block 2, MEADOW, Anoka County, Minnesota according to the record plat thereof, lying southwesterly of the following described line.

[INSERT LEGAL DESCRIPTION HERE]

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

RESOLUTION #13-11-185

RESOLUTION APPROVING THE CONVEYANCE OF A PEDESTRIAN AND BICYCLE TRAIL EASEMENT FROM PINTO PROPERTIES LLC ACCROSS LOT 2, BLOCK 2 MEADOW.

WHEREAS, on November 1, 2013, Pinto Properties LLC, submitted a Building Permit application to the City of Ramsey for a single family home to be constructed on Lot 2, Block 2 Meadow; and

WHEREAS, through the review of the Certificate of Survey submitted with the Building Permit application and county property records, a trail encroachment across a portion of the rear yard was identified without a properly recorded easement; and

WHEREAS, Pinto Properties LLC, the owner of Lot 2, Block 2 Meadow, has agreed to convey to the City of Ramsey a Pedestrian and Bicycle Trail Easement to rectify this encroachment.

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

1) That the Ramsey City Council hereby approves the conveyance of a Pedestrian and Bicycle Trail Easement from Pinto Properties LLC over a portion of Lot 2, Block 2 Meadow.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

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

_____
Mayor

ATTEST:

City Clerk

CC Regular Session **4. 5.**

Meeting Date: 11/12/2013

By: Diana Lund, Finance

Information

Title

Introduce Ordinance #13-25: 2014 Schedule of Rates, Fees and Charges

Purpose/Background:

Purpose:

The city annually adopts a schedule of rates, fees and charges which outlines the fees that the city charges for such items as building construction, business licenses, utility rates, and planning and zoning.

Effective June 30, 1991, Ordinance #91-08 amended S7.01.10 of the City Code to allow the City Council to annually set fees.

The proposed 2014 schedule was presented to the Finance Committee at it's October 8, 2013 meeting and motion was to recommend approval of proposed schedule to the City Council. The Finance Committee's recommendation was approved at the regularly scheduled City Council meeting of October 22, 2013.

The attached schedule shows most fees proposed for 2014 remaining constant with 2013 charges.

The proposed changes are as such:
*Sewer Availability Charge (SAC) from $2,435 to $2,485 - Met Council sets rate
*Water Availability Charge (WAC) from $1,148 to $1,177 - 2.5% Increase per 2012 Water Comprehensive Study
*Park Dedication-Cash Contribution Residential from $2,475 to $2,600 Per August Park & Rec Committee
*Trail Development Fee-Residential from $600 to $700/unit Per August Park & Rec Committee
*Personal Injury Accident-Non Resident from $500 to $0 (Difficult to collect, Minimal Activity)
*E Cigarette Sales- $250 New Fee (follows regular cigarette fee)
*E Cigarette Sales with verification technology - $150.00 New Fee (follows regular cigarette fee)
*Sewer Connection Charges - Residential from $1099 to $1,126 - 2.5% Increase per 2012 Sewer Comp Study
*Sewer Connection Charges - Commercial from $3,308 to $3,391 - 2.5% Increase per 2012 Sewer Comp Study
*Sewer Lateral Charge - from $3,328 to $3,411 - 2.5% Increase per 2012 Sewer Comp Study
*Storm Drainage - Residential from $10.03/qtr to $10.28/qtr - 2.5% Increase due to CIP Project Mandates
*Storm Drainage - Commercial from $40.12REU/qtr to $41.12REU/qtr - 2.5% Increase due to CIP Project Mandates
*Storm Drainage Trunk - Residential from $448 to $459 - 2.5% Increase due to CIP Project Mandates
*Storm Drainage Trunk - Commercial from $4,465 to $4,577 - 2.5% Increase due to CIP Project Mandates
*Water Usage Minimum Usage - From $35.70/qtr to $36.45/qtr - 2% Increase due to 2012 Water Comp Study
*Water Connection Charges - Residential from $1,558 to $1,597 - 2.5% Increase per 2012 Water Comp Study
*Water Connection Charges - Commercial from $5,835 to $5,981 - 2.5% Increase per 2012 Water Comp Study
*Water Lateral Charge - from $6,143 to $6,297 - 2.5% Increase per 2012 Water Comp Study

The 2014 schedule will become effective January 1, 2014.

Notification:

The Schedule of Rates, Fees and Charges are adopted annually by ordinance. A public hearing on the ordinance is normally held
in November to allow the thirty day waiting period and have the rates become effective January 1, 2014. The Public hearing notice will be posted noting that the public hearing will be held at the regularly scheduled meeting of November 22, 2013.

Observations/Alternatives:

-Hold all rates constant with 2013 rates with the exception of the SAC charge which is mandated by Met Council
-Accept the rates as proposed above which the Finance Committee recommended at its October 8 meeting and City Council Approved at its October 22 meeting
-Recommended changes that arise from input at Public Hearing

Funding Source:

Not Applicable

Recommendation:

Staff's recommendation is to Introduce Ordinance #13-25: 2014 Schedule of Rates, Fees and Charges using the Schedule that was proposed and recommended by the Finance Committee.

Action:

Introduce Ordinance #13-25: 2014 Schedule of Proposed Rates, Fees and Charges.

Attachments

2014 Schedule of Rates, Fees and Charges
Ord 13-25 Rates and Fees

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:26 PM
Form Started By: Diana Lund		Started On: 11/04/2013 07:50 AM
Final Approval Date: 11/07/2013		

CITY OF RAMSEY
2014 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

	SERVICE OR LICENSE		SPECIAL NOTES	2013 Adopted 11-27-12 Amended 5-28-13 & 9/24/13	2014 Proposed
Administrative Hearings/Citations/Abatements					
	Abatement: Administration Fee			25% of cost of abatement or $750, whichever is less	
	Administrative Citation: Violations of 10 - Animals			25.00	
	Administrative Citation: Violations of 26 - Rental Property			75.00	
			2nd offense w/in 12months	250.00	
			3rd offense w/in 12 months	500.00	
	Administrative Citation: Violations of 30 - Public Nuisance		1st offense after failure to abate within 14 days	75.00	
			2nd offense w/in 12months	250.00	
			3rd offense w/in 12 months	500.00	
	Administrative Citation: Violations of 42 - Dump Garbage/Refuse			75.00	
			2nd offense w/in 12months	250.00	
			3rd offense w/in 12 months	500.00	
	Administrative Citation: Violations of 54 - Prohibited Parking			25.00	
	Administrative Citation: Violations of 54 - Recreational Vehicles			75.00	
			2nd offense w/in 12months	250.00	
			3rd offense w/in 12 months	500.00	
	Administrative Citation: Violations of 54 - Time Zone Parking			25.00	
	Administrative Citation: Violations of 105 - Construction			75.00	
			2nd offense w/in 12months	250.00	
			3rd offense w/in 12 months	500.00	
	Administrative Citation: Violations of 105 - Exterior Completion			75.00	
			2nd offense w/in 12months	250.00	
			3rd offense w/in 12 months	500.00	
	Administrative Citation: Violations of 105 - No Permit			75.00	
			2nd offense w/in 12months	250.00	
			3rd offense w/in 12 months	500.00	
	Administrative Citation: Violations of 105 - Property Identification			75.00	
			2nd offense w/in 12months	250.00	
			3rd offense w/in 12 months	500.00	
	Administrative Citation: Violations of 113 - Sewage			75.00	
			2nd offense w/in 12months	250.00	
			3rd offense w/in 12 months	500.00	
	Administrative Citation: Violations of 117 - Off Street Parking			25.00	
	Administrative Citation: Violations of 117 - Signs			75.00	
			2nd offense w/in 12months	250.00	
			3rd offense w/in 12 months	500.00	
	Administrative Citation: Violations of 117 - Landscaping			75.00	
			2nd offense w/in 12months	250.00	
			3rd offense w/in 12 months	500.00	
	Administrative Hearing: Filing Fee			250.00	
Alcoholic Beverages					
	3.2 beer off-sale			100.00	
	3.2 beer on Sale			200.00	
	Change of Name-Liquor Establishment			50.00	
	Liquor license investigation fee		Corporate	500.00	
			Partnership	500.00	
			Sole-Proprietor	500.00	
	Liquor off-sale			380.00	
			Tiered Payment System:		
			License Reduced by:		

CITY OF RAMSEY
2014 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

	SERVICE OR LICENSE		SPECIAL NOTES	2013 Adopted 11-27-12 Amended 5-28-13 & 9/24/13	2014 Proposed
			$100-Meet State Statutes Conditions		
			$100-Purchase/Utility ID Technology		
	Liquor on-sale			5000.00	
	Liquor on-sale Sunday			200.00	
	Wine license investigation fee		Corporate	500.00	
			Partnership	500.00	
			Sole-Proprietor	500.00	
	Wine on-sale			1,000.00	
	2 a.m. closing (optional)			300.00	
Amusement & Commercial Recreation					
	Temporary Amusement Center (Carnivals, Circus)			250.00	
	Lawful gambling investigation fee - New applicant only		Limit $100.00	100.00	
	Lawful gambling investigation fee - Single Events			50.00	
	Fire Works Sales-Business selling only fireworks		Ordinance Adopted 6/11/02	350.00	
	Fire Works Sales-Retail Sellers			100.00	
	Parade Permit			100.00	
	Special Events - Ex:Music festival, performaing arts, parades, carnivals, 5K Run		Including Clean Up Fees, Electrical Inspection Fees	$50 Application fee +License Fee to be	
				determined per event by CC + Staff Time@2.30*wage/hour	
	All Other Misc Permit/Licenses			$50/Admin fee + Staff time @2.30/hr if needed	
Building Construction					
	Administrative Fee-Process Returned Bldg Permits			25.00	
	Basement Finish		Cover 3 trips	141.00	
	Building permit			1997 UBC Table 1A	
	Building plan check (65% of bldg. permit) 1997 UBC Table 1A			65% of Bldg. Permit Fee	
	Plan Check Fee for Duplicate Plans			25% of Bldg. Permit Fee	
	Plan Check Fee for Accessory Structures		Garages, Remodels, Additions, etc.	65% of Bldg. Permit Fee	
	Plan Check Fee for changes, additions, or revisions to plans			47.00/hr/Minimum 1 hr	
	Air Conditioner Replacement			47.00	
	Air Conditioner & Furnace Replacement (Combination)			47.00	
	Deck Permit			94.00	
	Demo Permit			94.00	
	Driveway Escrow			2000.00	
	Electrical Permit Fee			Per Attached Sheet	
	Erosion Control Escrow		State Required	1500.00	
	Fence Permit		Over 6 feet in height	LMC Fee Table	
	Fireplace Permit		Cover 2 trips	94.00	
	Furnace Replacement			47.00	
	Inspections-After Hours/Weekend			70.50/hr/minimum 2 hr	
	Investigation Fee		Work Started Without a Permit	Equal to Permit Fee	
	Gas Line (Residential)			47.00	
	Gas Water Heater Replacement			47.00	
	Landscape Escrow			5000.00	
	Lawn Irrigation-Residential		Cover 1 trip	47.00	
	Lawn Irrigation-Commercial (Multi)			60.00	
	Mechanical Permit-Residential		New Construction	150.00	
			Remodel/Addition	94.00	
	Mechanical permit-Commercial		New Construction	1% of Job Value/Minimum $200.00	
			Remodel/Addition	1% of Job Value/Minimum $100.00	
	Plan Check fee (65% of commercial mechanical permit)			65% of Comm Mech Permit fee	
	Moving Structure Permit			94.00	
	Moving Structure Permit Site Inspection			94.00	
	Mobile Home Tie Down			45.00	

CITY OF RAMSEY
2014 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

	SERVICE OR LICENSE		SPECIAL NOTES	2013 Adopted 11-27-12 Amended 5-28-13 & 9/24/13	2014 Proposed
	Mobile Home Water Hookup			60.00	
	Outside Consultants-Plan check and/or inspections		All administrative and Overhead Costs	Actual Costs	
	Permit/Inspection Card-Replacement or Duplicate			5.00	
	Plumbing permit- Residential/Single Family		New Construction	200.00	
			Remodel/Addition	94.00	
	Plumbing permit- Commercial		New Construction	1% of Job Value/Minimum $300.00	
			Remodel/Addition	1% of Job Value/Minimum $150.00	
	Public Sidewalk Panels-Broken			Min $1,500	
	Reinspection Fees			47.00 per trip	
	Re-Roofing/Shingling Permit-Residential		Cover 2 trips	94.00	
	Re-Roofing/Shingling Permit-Commercial/Multi-Family			LMC Fee Table	
	Re-Siding Permit		Cover 2 trips	94.00	
	Replacement Windows		Residential/pre inspection	94.00	
	Septic system permit-residential			150.00	
	Septic system permit-commercial			250.00	
	Septic Tank Installation Permit-Residential			150.00	
	Service Availability Charge (SAC)		[current MCES rates]	2,435.00	2,485.00
	SAC Handling Fee - per address			25.00	
	Septic Tank Pumping Permit			20.00	
	Sewer permit (Utility Connection)-Residential			75.00	
	Sewer permit (Utility Connection)-Commercial			2% of Job Value/Minimum $250.00	
	Site Evaluation Fee			45.00	
	State Surcharge		Applies to all permit types	$5.00 Fixed Fee/$.0005 Value-Based Permits	
	Swimming pool permit			125.00	
	Vacuum Breaker Verification for Irrigation System (RPZ)-Residential			47.00	
	Vacuum Breaker Verification for Irrigation System (RPZ)-Commercial			60.00	
	Water Availability Charge (WAC) - per address		Per 2012 Comprehensive Water System Study	1,148.00	1,177.00
	Water Softener Permit-residential		State Statute	15.00	
	Water permit (Utility Connection)-Residential			75.00	
	Water permit (Utility Connection)-Commercial			2% of Job Value/Minimum $250.00	
Business					
	Administrative Fee - Process Returned Business Permits			25.00	
	Business Registration Certificate (BRC)		Original Application	30.00	
	Contractor License		All Contractors	50.00	
	Garbage & refuse hauler			50.00	
	Gasoline sales			250.00	
	License Late Fee			15% of license fee/month	
	Motor vehicle sales/rental			175.00	
	Multiple dwelling/Residential Rental		2-Year License	75.00/unit	
	Multiple dwelling/Residential Rental (Initial License)		2-YR License; if inspection covered with CO	37.50/unit	
	Pawn broker/Precious Metals			4,000.00	
	Transaction Fee-Pawnbroker enters			1.35/per transaction	
	Transaction Fee-State Entered			2.10/per transaction	
	Pawn broker investigation fee		in-state investigation	500.00	
			out-of-state investigation	1,500.00	
	Second Hand Dealer			2,000.00	
	Second Hand Dealer investigation fee		in-state investigation	500.00	
			out-of-state investigation	1,500.00	
	Transient merchant/peddler/solicitor			100 + 35 per person backgrounded	
City Financing					

CITY OF RAMSEY
2014 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

	SERVICE OR LICENSE		SPECIAL NOTES	2013 Adopted 11-27-12 Amended 5-28-13 & 9/24/13	2014 Proposed
	Interest rate charge - non-bonded programs		US Treas. rates as of 9/1	US Treas. rate + 2 points	
	[bonded projects will be dependent upon interest rates being paid]				
Equipment Rental/					
When Available	Chipper (Staffing see PW Maintenance Worker below)		Per Fema Schedule of Equipment Rates + staffing	45.50/hr	
	Water Truck (Staffing see PW Maintenance Worker below)		Per Fema Schedule of Equipment Rates + staffing	42.00/hr	
	Loader (Staffing see PW Maintenance Worker below)		Per Fema Schedule of Equipment Rates + staffing	70.00/hr	
	Motor grader (Staffing see PW Maintenance Worker below)		Per Fema Schedule of Equipment Rates + staffing	70.00/hr	
	All Equipment Rental not listed above		Per Fema Schedule of Equipment Rates + staffing	Per FEMA schedule	
	Public Works Maintenance Worker			2.30 x wage/hr	
	Portable Toilet			Actual Cost	
Facility Use					
	Antenna Lease - City Owned Property [PCS towers]		Per Individual Agreement	Per Individual Agreement	
	Concession stand/pavilion/shelter - per day/event - residents		Includes 7.125% sales tax	35.00	
	Concession standpavilion/shelter - per day/event - non-res.		Includes 7.125% sales tax	55.00	
	Key deposit - per building			55.00	
	Softball/baseball field maintenance - youth teams		Includes 7.125% sales tax	10.00/game	
	Football field maintenance - youth teams		Includes 7.125% sales tax	44.00/week	
	Soccer field maintenance - youth teams				
	Full Size		Includes 7.125% sales tax	35.00/week	
	1/2 Size		Includes 7.125% sales tax	18.00/week	
			Includes 7.125% sales tax	10.00/week	
	Field Layout Field-Soccer, Football, Lacrosse			100.00	
	Tennis court - non-residents		Includes 7.125% sales tax	17.00	
	Basketball court - non-residents		Includes 7.125% sales tax	17.00	
	Volleyball court - non-residents		Includes 7.125% sales tax	17.00	
	Horseshoe pit - non-residents		Includes 7.125% sales tax	17.00	
	Lighted ballfield Deposit Fee			100/individual	
				500/athletic organization	
	Lighted ballfield - residents		Includes 7.125% sales tax	14.00/hr	
	Lighted ballfield - non-residents		Includes 7.125% sales tax	14.00/hr+25.00	
	Ligtht - Used By ARAA			Actual Cost	
	Athletic Field Marking Paint - ARAA			Actual Cost	
	Municipal/Park Center - Damage Deposit per event			100.00	
	Municipal Center per day/event		Includes 7.125% sales tax		
	Alexander Ramsey Room				
	Standard Room Fees:				
	For Profit Groups: Resident		For Profit Groups: Resident	100.00	
	Non-Profit Groups: Non-Resident		Non-Profit Groups: Non-Resident	125.00	
	Business Networking Groups		Business Networking Groups	0.00	
	General Public: Resident/Homeowner Associations		General Public: Resident/Homeowner Associations	50.00	
	General Public: Non- Resident		General Public: Non- Resident	125.00	
	Minimum Maintenance Fee:				
	Non-Profit		Non-Profit	5.00	
	Business Networking Groups		Business Networking Groups	20.00	
	Lake Itasca Room				
	Standard Room Fees:				
	For Profit Groups: Resident		For Profit Groups: Resident	60.00	
	Non-Profit Groups: Non-Resident		Non-Profit Groups: Non-Resident	100.00	
	Business Networking Groups		Business Networking Groups	0.00	
	General Public: Resident/Homeowner Associations		General Public: Resident/Homeowner Associations	30.00	

CITY OF RAMSEY
2014 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

	SERVICE OR LICENSE		SPECIAL NOTES	2013 Adopted 11-27-12 Amended 5-28-13 & 9/24/13	2014 Proposed
	General Public: Non- Resident		General Public: Non- Resident	100.00	
	Minimum Maintenance Fee:				
	Non-Profit		Non-Profit	5.00	
	Business Networking Groups		Business Networking Groups	15.00	
	Trott Brook/Rum River/Mississippi Room				
	Standard Room Fees:				
	For Profit Groups: Resident		For Profit Groups: Resident	30.00	
	Non-Profit Groups: Non-Resident		Non-Profit Groups: Non-Resident	75.00	
	Business Networking Groups		Business Networking Groups	0.00	
	General Public: Resident/Homeowner Associations		General Public: Resident/Homeowner Associations	15.00	
	General Public: Non- Resident		General Public: Non- Resident	75.00	
	Minimum Maintenance Fee:				
	Non-Profit		Non-Profit	5.00	
	Business Networking Groups		Business Networking Groups	10.00	
	All Room Rentals: Additional Fees:				
	Audio Visual (as Requested)		Non-Profit	5.00	
			For Profit Groups: Resident	15.00	
			Non-Profit Groups: Non-Resident	15.00	
			Business Networking Groups	15.00	
			General Public: Resident/Homeowner Associations	10.00	
			General Public: Non- Resident	150.00	
	After Hours/Weekend Hourly Rate		Non-Profit	54.00/Hr	
			For Profit Groups: Resident	54.00/Hr	
			Non-Profit Groups: Non-Resident	54.00/Hr	
			Business Networking Groups	54.00/Hr	
			General Public: Resident/Homeowner Associations	54.00/Hr	
			General Public: Non- Resident	54.00/Hr	
	Desposit (Every User/Every Room)		Non-Profit	100.00	
			For Profit Groups: Resident	100.00	
			Non-Profit Groups: Non-Resident	100.00	
			Business Networking Groups	100.00	
			General Public: Resident/Homeowner Associations	100.00	
			General Public: Non- Resident	100.00	
			After Hours/Weekend Fee	125.00+54.00/hr	
			Audio/visual equipment use	125.00+54.00/hr	
	PACT SCHOOL FIELD MAINTENANCE		5% Increase per year	551.00	
	Park Center per day/event - residents		Includes 7.125% sales tax	95.00	
	Park Center per day/event - non-residents		Includes 7.125% sales tax	125.00	
	Picnic Table Moving			65.00/Table	
	Ramsey Amphitheater Rental:				
	Resident		3-Hour Minimum	50.00	
	Non-Resident		3-Hour Minimum	75.00	
	Softball tournament damage deposit		Per Field	150.00	
	Softball tourn. rental per field/per event			240.00	
	Warming house per day/event - residents			95.00	
	Warming house per day/event - non-res.			125.00	

CITY OF RAMSEY
2014 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

	SERVICE OR LICENSE		SPECIAL NOTES	2013 Adopted 11-27-12 Amended 5-28-13 & 9/24/13	2014 Proposed
Miscellaneous					
	Cemetery Plot (Trott Brook Cemetery)			700.00	
	Cemetery Plot Perpetual Care			200.00	
	Comp Plan CD			10.00	
	City Information-CD Format			10.00/disc	
	Kennel License (Administrative)		4th Dog on Property	30.00	
	Maps - City (28X 24)			5.00	
	Maps - Zoning (28 X 34)			15.00	
	Maps - Zoning/Address (34 X 44)			25.00	
	Maps-Zoning or Comp Plan (11 X 17)			6.00	
	Maps - Plat			10.00	
	Maps - Topo aerials per half section			20.00	
	Maps- Parks & Trails 11 X 17)			6.00	
	Maps - Parks & Trails (36 X 24)			15.00	
	Maps-Large Ward/Precinct		With Addresses	25.00	
	Notary Fee		State Statute	3.00	
	Photo copies - one-sided		Up to 100 pages; over 100 pages plus staff time	0.25	
	Photo copies - duplexed		Up to 100 pages; over 100 pages plus staff time	0.25	
	Political office filing fee		State Statute	5.00	
	Public hearing publications			At City Cost	
	Returned check			35.00	
	Reissued Check Fee			15.00	
	Special assessment search			30.00	
Planning and Zoning					
	Comp Plan Amendment Application			200.00	
	Comp Plan Escrow			700.00	
	Conditional use escrow minimum			800.00	
	Conditional use permit application			200.00	
	Conditional use escrow min-environ sens			2000.00	
	Conditional use permit app.-environ sens			200.00	
	Conditional use permit annual inspection			75.00	
	Dock permit			25.00	
	Environmental Permit			200.00	
	Environmental Escrow			400.00	
	Industrial Revenue Bond - application			200.00	
	Industrial Revenue Bond - escrow			1000.00	
	Interim Use Permit Escrow - Minimum			600.00	
	Interim Use Permit Application			200.00	
	Interim Use Annual Inspection Fee			75.00	

CITY OF RAMSEY
2014 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

	SERVICE OR LICENSE		SPECIAL NOTES	2013 Adopted 11-27-12 Amended 5-28-13 & 9/24/13	2014 Proposed
	Park Dedication - Cash Contribution: Residential Unit		Including Townhomes & Apartment Units	2475./dwelling unit	2600/dwelling unit
	Park Dedication - Cash Contribution: Residential Unit		Exceed 12+ units per acre	7.5% Discount/$2,289	7.5% Discount/$2,405
	Park Dedication - Cash Contribution: Residential Unit		Exceed 20+ units per acre	15% Discount/$2,104	15% Discount/$2,210
	Park Dedication - Cash Contribution: Commercial/Assisted Living Facilities			4,738/acre	
	Park Dedication - Cash Contribution: Industrial			3,966/acre	
	Park Dedication - Land Contribution: Residential		0 - 3.0 dwelling units per acre	10% of land	
			3.1 - 5.0 dwelling units per acre	15% of land	
			5.1 + dwelling units per acre	Add .5% for each over 5	
	Park Dedication - Land Contribution: Commercial/Industrial/Assisted Living Facilities			5% gross land area	
	Park Dedication - Land Contribution: Planned Unit Developments		(public open space/rec. uses-not including wetlands)	10% gross land area	
				+2475/ dwelling unit	2600/dwelling unit
	Trail Development Fee - Cash Contribution: Residential Unit			600/dwelling unit	700/dwelling unit
	Trail Development Fee - Commercial/Industrial/Assisted Living Facilities			1,090/acre	
	Approval/Recording of Deeds:				
	Abstract Property			County Fee+$10.00/staff Time	
	Torrens Property			County Fee+$10.00/staff Time	
	Rezoning application			200.00	
	Rezoning escrow			400.00	
	Sign permit application - permanent			25.00	
	Sign permit - permanent			75.00	
	Sign permit - temporary			25.00	
	Site plan review application			200.00	
	Site plan review escrow			800.00	
	Special Council, HRA or Commission meeting fee			350.00	
	Temporary Structure escrow			500.00	
	TIF/Conduit Debt Application Fee			4000/+legal fee deposit	
	Vacation of easement application			200.00	
	Vacation of easement escrow			300.00	
	Variance application			200.00	
	Variance escrow			400.00	
	Zoning Permit			25.00	
Platting or Subdividing					
	Address Charge			175.00	
	Administrative (interior lot lines) escrow			225.00	
	Administrative (interior lot lines) app.			200.00	
	Major Subdivision escrow			1500.00	
	Major Subdivision application			300.00	
	Minor subdivision escrow			900.00	
	Minor subdivision application			200.00	
	Registered land survey escrow			300.00	
	Registered land survey application			200.00	
Professional Services					
	Administrative Fee (Project Related Activity-Staff admin)		Consultants hired for project: Ex: Hakanson Ander	3% of contractor bill	
	Attorney - municipal			At City cost	
	Attorney - non-municipal			At City cost	
	City Staff Services			2.30 x wage/hr	
	Police Officer			76/hr	
	Other professional /staff services			2.30 X wage/hr	
Public Safety					
	Alarms: False (3rd offense)		In a Calendar Year	75.00	
	Alarms: False (4th offense)		In a Calendar Year	150.00	

CITY OF RAMSEY
2014 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

	SERVICE OR LICENSE		SPECIAL NOTES	2013 Adopted 11-27-12 Amended 5-28-13 & 9/24/13	2014 Proposed
	Alarms: False (5th offense)		In a Calendar Year	225.00	
	Alarms: False (6th offense)		In a Calendar Year	300.00	
	Car Seat Check -Non-Resident only			25.00	
	Clandenstine Drug Labs Remediation		Recovery of Public Costs	125% of Recovery Costs (Recovery Cost + 25% admin Fee)	
	Copies: Audio/Video CD/DVD			20.00	
	Copies: Incident/Investigative Reports		Per statute Ch163 sec 8 adopted 8/1/05	.25/page	
	Copies: Statistical Summary Reports			5.00	
	Dangerous Dog License			500.00	
	Dog Impoundment fee			125.00+board	
	Dog Impoundment fee - If Non Licensed			145.00 +board	
	Dog Impoundment fee (2nd offense)		w/in 12 months (+50.00 each addtl w/in 12 mo)	175.00 +board	
	Dog license - duplicate			5.00	
	Dog license - male/female - 3 yr. license			20	
	Dog license - male/female neutered/spayed - 3 yr. license			10	
	Fire Prevention:				
	Fire Suppression Fees:				
	Permit			Valuation based/1997 UBC Fee Table 1-A	
				Minimum of 23.50	
	Plan Review			65% of permit fee	
				$5.00 Minimum State Surcharge	
	Fire Alarm Fees:				
	Permit			Valuation based/1997 UBC Fee Table 1-A	
				Minimum of 23.50	
	Plan Review			65% of permit fee	
				$5.00 Minimum State Surcharge	
	Temporary Assembly/Tent Permit(Greater than 100 sq. ft.)			50.00/per tent	
	Aboveground Tank Storage			100.00/per tank	
	Underground Tank Storage			100.00/per tank	
	Fuel Tank Storage Removal			100.00/per tank	
	Daycare Inspection Fee			50.00	
	Permit Re-Inspection Fee			50.00	
	Fireworks/Pyrotechnic Display Permit			200.00	
	Fireworks -Retail Sale Permit - Retailer only selling fireworks			350.00	
	Fireworks-Retail Sale Permit-All other retailers			100.00	
	Double Permit Fee			2 x normal permit fee	
	Lock Box Fee:				
	Surface Mount			215.00	
	Recessed Box			255.00	
	All Others			Actual cost + 10% Admin fee	
	Fire Code Re-Inspection Fee			140.00	
	Gas Line Hit By Contractors		Effective 4-1-10	300.00	
	Open Burn Permits:				
	Open burn permit application		Residential	25.00	
			Commercial	50.00	
	Open burn permit fire suppression escrow			500.00	
	Open burn permit fire suppression services			300.00/hr - min 300.00	
	Illegal Burning		Effective 4-1-10	200.00	

CITY OF RAMSEY
2014 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

	SERVICE OR LICENSE		SPECIAL NOTES	2013 Adopted 11-27-12 Amended 5-28-13 & 9/24/13	2014 Proposed
	Subsequent Site Evaluations			45.00/visit	
	Fire Service Fee:				
	Disaster Assistance			300.00/hr per truck	
	Ordinance Violations			300.00/hr	
	Victim Service Fee			300.00/hr per truck	
	Hunting Permit (Bow) per person			5.00	
	Huntint Permit (Shotgun) per person			5.00	
	Hunting Permit (Target Shooting) per person			5.00	
	Letter of Good Standing			10.00	
	Personal Injury Accident/Extrication Charge for Non-Residents		Effective 4-1-10	500.00	0.00
	Photo CD			20.00/cd	
	Photo Electronical Transfers			10.00/transmission	
	Photo Reprints			5.00 min chg + 1.00/print	
	Vehicle Lockout			20.00	
	Vehicle Storage			10.00/day	
Reimbursements					
	Mileage/personal vehicle (IRS allowable rate)		Always follow IRS adopted rate	.565/mile	
Right-of-Way					
	Permit Fee - Boring/Open Trench			$95+$15/Driveway, $20/Road Closing	
				+ $10,000 Bond per mile	
	Boulevard Tree Replacement			$700/Tree	
	Permit Fee - Overhead			$75+$.05/linear foot	
Street and Traffic Charges					
	Developer contribution:				
	street and/or traffic signs			Developer Installed	
	Bituminous Paving/Patching			25.00/sq yard	
	Culverts			Price + Tax	
	Street Sweeping: Equipment Only:		Per FEMA Schedule of Equipment Rates	74.00/Hr	
Tobacco					
	Cigarette Sales (vending and over-the counter)			250.00	
	Cigarette Sales with age verification technology			150.00	
	E-Cigarette Sales				250.00
	E-Cigarette Sales with age verification technology				150.00
UTILITY RATES	Assessment Charge for Unpaid Items Assessed		Administration fee	$76/ACCT	
	Interest Rate on Unpaid Items Assessed			2 basis points over 10-year treasury	
	Penalty/late payment		Past due on current billing	10%	
Recycling Rates					
	Residential Curb-side Program fee/qtr		Per Ace Contract	8.85/qtr	
Sewer Rates					
	Residential/Single dwelling usage fee/qtr			66.79	
	Multi-family(apt) & commercial usage fee/qtr			66.79+2.89/1000 gal.	
				in excess of 20,000 gal.	
	Connection charge/res. equivalent		Per 2012 Comprehensive Water System Study	1,099.00	1,126.00
	Connection charge/acre comm./ind.		Per 2012 Comprehensive Water System Study	3,308.00	3,391.00
	Lateral Benefit Charges		Per 2012 Comprehensive Water System Study	3,328.00	3,411.00
Street Lights					
	Developer contribution:				

CITY OF RAMSEY
2014 PROPOSED SCHEDULE OF RATES, FEES AND CHARGES

	SERVICE OR LICENSE		SPECIAL NOTES	2013 Adopted 11-27-12 Amended 5-28-13 & 9/24/13	2014 Proposed
	installation of Cobra street light			1300.00/light	
	traditionaire subdivision street light (w/100 ft of wire)			Developer Installed	
	New ROW COR Lights			$2,600/light	
	street light O & M 3 year @ $98/year			$294/light	
	Residential billing:				
	urban subdivision street light rate per lot (>7/92)			9.01/qtr	
	rural subdivision street light rate per lot			14.85/qtr	
	priority street light rate per residential lot			1.37/qtr	
Storm Water Management Rates					
	Residential			10.03/qtr	10.28/qtr
	Commercial			40.12/REU/qtr	41.12/REU/qtr
	Trunk charge/res. equivalent			448.00	459.00
	Trunk charge/acre comm./ind.			4,465.00	4,577.00
Water Rates					
	Minimum usage fee/qtr		Per 2012 Comprehensive Water System Study	35.70	36.45
	Quarterly Rate Structure				
			Conservation Rates	$2.38 per 1,000 for 1st 15,000 gallons	$2.43 per 1,000 for 1st 15,000 gallons
				$2.47 per 1,000 for 15,001-25,000	$2.52 per 1,000 for 15,001-25,000
				$2.55 per 1,000 for 25,001-40,000	$2.60 per 1,000 for 25,001-40,000
				$2.70 per 1,000 for 40,001-60,000	$2.75 per 1,000 for 40,001-60,000
				$2.91 per 1,000 for 60,001-99,000	$2.97 per 1,000 for 60,001-99,000
				$3.22 per 1,000 for 99,001-201,000	$3.28 per 1,000 for 99,001-201,000
				$3.85 per 1,000 for 201,001 and above	$3.93 per 1,000 for 201,001 and above
	Odd/Even Sprinkling Violations:		Effective day after Memorial Day thru Day after Labor Day		
			No Sprinkling between 10 am-8:00 pm		
	First Violation			Written Warning & Registered Letter	
	Second Violation			50.00	
	Third Violation			100.00	
	Fourth Violation			Water Service turned off	
	Meter Replacement Admin Fee for Non-Compliance			$75/qtr	
	Installation of meter w/remote (Res & Commercial)			140.00	
	Curb Stop driveway enclosure			65.00	
	5/8" Meter - Radio Read System			275.00	
	Replacement Meter Horn			45.00	
	Other than 5/8" meter			Cost plus 5%	
	Water shut off at Curbstop			100.00	
	Water shut off at Curbstop		Winter Period of November 1 - April 1	150.00	
	Townhouse Irrigation Meter Winterization			150.00	
	Broken Hydrant Replacement - Summer			500.00	
	Broken Hydrant Replacement - Winter			750.00	
	Connection charge/res. equivalent		Per 2012 Comprehensive Water System Study	1,558.00	1,597.00
	Connection charge/res. Within Reimbursement Area		PER $6M Agreement with 21st Century Bank	1,925.00	1,925.00
	Connection charge/acre comm./ind.		Per 2012 Comprehensive Water System Study	5,835.00	5,981.00
	Lateral Benefit Charges		Per 2012 Comprehensive Water System Study	6,143.00	6,297.00

ORDINANCE #13-25
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE ESTABLISHING PERMIT FEES, SERVICE CHARGES, AND VARIOUS OTHER FEES TO BE COLLECTED BY THE CITY OF RAMSEY.

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. PURPOSE

Per S701.10 (Fees) the purpose of this Ordinance is to establish the Permit Fees, service Charges, and Other Fees that will be collected by the City in year 2014. This is known as the Schedule of Rates, Fees and Charges.

SECTION 3. SCHEDULE

The attached permit fees and service charges are hereby established for the year 2014.

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 th day of November, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction date: November 12, 2013
Posting dates: November 12, 2013-November 26, 2013
Adoption date:
Publication date:
Effective date: January 1, 2014

CC Regular Session **4. 6.**

Meeting Date: 11/12/2013

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Adopt New RFQ Process for Real Estate Broker Services

Purpose/Background:

Case Background

This case was originally discussed on September 10, 2013; at which time, Staff was directed to conduct a Request for Proposals (RFP) for real estate broker services on a select number of City owned properties. Attached to this case is the original RFP.

Staff solicited about 100 brokers to provide a response to the adopted RFP, the City received five total responses and Staff conducted three informal interviews. One response included interest in listing both commercial and residential real estate--the remaining four responses indicated interest in listing residential real estate only.

Overall, Staff was unsatisfied with the number, and quality, of RFP responses received. However, through the original RFP process, Staff has concluded a better model is evident (for real estate broker services) than was prescribed in the original RFP. Consequently, staff is proposing the City Council terminate the original RFP process initiated on September 10; and, consider a new process for soliciting real estate broker services--Request for Qualifications (RFQ).

Purpose of Case

Terminate the RFP process initiated on September 10; and, consider a new process for soliciting real estate broker services--Request for Qualifications (RFQ).

Notification:

NA

Observations/Alternatives:

New Proposed RFQ Process

Attached to this case is the newly proposed RFQ. Based on feedback from the broker community (three informal interviews) and staff research, staff is proposing the following changes be made to the original RFP process/document:

(1) Rather than identifying a list of specific parcels to be listed by a broker (up front), staff is proposing a more flexible approach--for the City to select a 'preferred' broker. Parcels for sale would be added and removed from the preferred broker as requested by the City (this is the reason for the change from RFP to RFQ).

(2) Rather than only listing two specific small parcels in The COR, Staff is proposing a discussion be opened up to allow a large majority of The COR to be listed. NOTE: specifics/details of which parcels will be listed in The COR will be discussed by the Council at a later date, based on input from the selected broker (and a Staff recommendation). At this point, Staff is advertising a large portion of The COR will be available for listing by the selected broker.

(3) Rather than leaving the scope/requirements of the RFQ document very open ended, Staff is proposing

certain parameters are narrowed (i.e. preferred method of compensation, term, carry-over fees, role of broker, desired outcome, etc.).

(4) Unlike the first RFP, Staff is including a section that outlines services the City is not expecting (development management services, re-branding services, *advanced* market analysis reports*, engineering services, website management, strategic/master planning or creation of *advanced* marketing materials*). *Beyond normal real estate broker standards. These, and other development tasks, including any incentive analysis, would be the responsibility of City staff, primarily the Economic Development manager.

(5) Staff will be sending out the RFQ to over 100 brokers; and, will be following up with a phone call to a large pool of said brokers. Based on known merits of each real estate firm, Staff will determine which brokers are contacted via phone (i.e. perceived ability to market/sell Ramsey and The COR).

Timeline

*Due to Thanksgiving, the proposed RFQ process is set to close Wednesday, November 27.
*Interviews will be conducted on December 3, 4, 5 (where schedules permit, if possible).
*An award will be made on December 10 (if possible).
*If the proposed timeline above is too aggressive, the process may draw out into January

Funding Source:

Future land proceeds.

Recommendation:

Terminate the RFP process for real estate broker services initiated on September 10, 2013; and, adopt the newly proposed RFQ process included in this case.

Action:

Motion to terminate the RFP process for real estate broker services initiated on September 10, 2013; and, adopt the newly proposed RFQ process included in this case.

Attachments

NEW RFQ Real Estate Broker Services 11072013
NEW RFQ Real Estate Broker Services 11072013 (Appendix Item)
RFP Real Estate Broker Services 09102013
RFP Real Estate Broker Services 09102013 (Appendix)

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 05:44 PM
Form Started By: Patrick Brama		Started On: 11/07/2013 05:17 PM
Final Approval Date: 11/07/2013		

REQUEST FOR QUALIFICATIONS 2.0

REAL ESTATE BROKER SERVICES:
Sale of real property owned by the City of Ramsey, Minnesota

OVERVIEW

The City of Ramsey is seeking proposals for real estate brokers/firms to sell real property located within the corporate limits of Ramsey. It is the intent of this Request for Qualifications (RFQ) to have the successful broker/firm, enter into a professional services contract with the City of Ramsey to supply real estate services as outlined herein.

BACKGROUND

City of Ramsey
Located in the northwest Twin Cities Metro, the City of Ramsey is the fastest growing City in Anoka County. U.S. Highway 10, Minnesota Highway 169, Minnesota Trunk Highway 47 and the Northstar Commuter Rail connect the City of Ramsey to the Twin Cities and Greater Minnesota. Ramsey has an estimated population of 23,835, a high median household income of $76,560, boasts an impressive manufacturing industry and is bordered by the beautiful Rum and Mississippi Rivers. For more information on the City of Ramsey please visit our website: cityoframsey.com or reference the attached document.

Request for Qualifications
The City of Ramsey owns a large inventory of surplus real estate available for development. It is the City's objective is to reduce its real estate inventory—and return tax exempt properties back to the private market for development.

The primary purpose of the proposed contract for '*Real Estate Broker Services*' is representation of the City of Ramsey from a professional real estate broker. The critical desired outcome of the proposed relationship is the sale of City owned land.

LAND AVAILABLE FOR SALE

The City of Ramsey owns a large inventory of real estate available for sale and development; including commercial, retail, industrial, office, residential and mixed use properties, totaling over 150 acres on multiple parcels. A large portion of real estate the City of Ramsey would like to sell is known as The COR—a 300+ acre, mixed use, transit oriented development (TOD). More information can be found at coratramsey.com/for-developers and ci.ramsey.mn.us/available_city_land.

The selected real estate firm would become the City's 'preferred real estate broker.' The exact make up of parcels listed by the City's broker may change over time, depending on demand. For example, when additional City owned land becomes available for development—or, if the City Council determines certain parcels should be taken off the market.

The City expects 100-150 acres of land to be listed with the selected real estate broker. Before a specific inventory parcels is determined (for listing), the City Council would like to work the selected real estate broker to discuss strategies.

QUALIFICATIONS

The following information is required and must accompany your proposal:

1. COVER LETTER: Indicating your interest in serving as the City's real estate agent/firm.

2. BACKGROUND: Provide general background information on your firm.

   For example, general description of your firm, number and nature of professional staff, available marketing methods, market research capabilities, ability to reach regional/national marketplace, unique services and capabilities, etc.

   The City owns a large inventory of land with a mix of available uses (i.e. multiple types of residential, retail, industrial, office, mixed-use). Please indicate your firm's ability to market property for commercial and residential users alike.

3. FEE SCHEDULE/TERM:

   Commission Fees
   The City of Ramsey is seeking a relationship in which all fees for services are paid through commission fees, at the time of closing. The City does not wish to pay regular, monthly or upfront fees.

   A. Please state your required commission fee/rate
   B. Please state your required co-broker commission fee/rate, if applicable

   Carry-Over Compensation
   The City of Ramsey is seeking a relationship in which no "carry-over" compensation is required. Meaning, when the proposed contract for real estate services is terminated, compensation fees would no longer be required.

   C. Please indicate any 'carry-over' fees your firm would require.

Contract Term

The City understands the process to sell a large inventory of land will likely take several years. It is the City's intent to develop and sustain a long-term positive relationship with the selected brokerage firm.

With the above information in mind, the City is seeking a relationship in which both parties retain flexibility in relation to the term of the proposed contract for real estate broker services—the City does NOT wish to enter into a long term contract.

D. Please indicate the minimum term contract your firm would require.
E. Please indicate any early termination contract provisions required.

Other Fees/Compensation

The City of Ramsey is seeking a relationship in which the only fees required for real estate broker services are commission fees, at the time of closing.

F. Please indicate "other" fees your firm may require for brokerage services.

NOTE: the City may call upon the selected broker for support on special projects/additional services. Additional fees for said special projects will be negotiated at that time of request. See "Scope of Services" section for greater detail—Item H.

4. CONFLICT OF INTEREST: In order to avoid a conflict of interest, or the appearance of a conflict of interest, your firm should not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with your ability to exercise independent/objective judgment in the best interest of the City. Please outline all conflicts of interest that may exist for your firm in relation to providing real estate services for the City.

5. GOOD STANDING: Your firm must be in compliance with Federal, State, County and Local units of government; which specifically includes good tax payment status and good corporate registration status. Please indicate your firm's tax and corporate registration status.

SCOPE OF SERVICES

A. Work with (and advise) the City on strategies for marketing, pricing and the sale of City owned properties.

B. Develop, distribute, list, and maintain real estate marketing materials and related information.

C. Conduct basic market analysis for City owned properties available for sale.

D. Manage relationships with prospect buyers—including: responding to inquiries, showing property, answering questions for prospects, conducting negotiations, managing real estate transactions.

E. Analyze offers from potential buyers and provide recommendations to the City Council.

F. Provide regular activity updates:
   - Verbally, to the City's development team, minimum twice per month
   - In writing, to the City Council, minimum once per quarter

G. Handle all other customary real estate broker activities and services.

H. It is NOT the objective of the proposed contract to provide development management services, re-branding services, in-depth market analysis reports*, engineering services, website management, strategic/master planning or creation of advanced marketing materials*.

*beyond services ordinarily provided by real estate brokers

APPLICATION PROCESS

1. The proposal must be submitted in a sealed envelope marked "Real Estate Broker Services" to the City Clerk's office, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303 on or before 3:00 p.m. on **November 27, 2013,** at which time they will be publically opened and read.

2. Proposals will be forwarded to a selection committee; and, a list of finalists will be selected for interviews. Interviews will take place on one of the following dates: **December 3, 4, or 5, 2013** (depending on schedules). A recommendation will be crafted by the selection committee and presented to the City Council for final direction.

3. All proposals, plans, and other documents submitted shall become the property of the City. Responses to this RFQ are considered public information and are subject to discovery under the Freedom of Information Act.

4. To be considered, firms must submit a complete response to the RFQ in the form requested. Firms not responding to items requested in the RFQ or indicating exceptions to such items may have their submittals rejected. Issuance of this RFQ and receipt of proposals does not commit the City of Ramsey to award a contract. The City of Ramsey reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFQ, or to negotiate with any of the brokers/firms submitting an RFQ, or to cancel all or part of this RFQ.

5. Questions: Patrick Brama, Asst. to the City Administrator, 763-433-9903, pbrama@ci.ramsey.mn.us; or, Kurt Ulrich, City Administrator, (763) 433-9845



City of Ramsey

Quick Facts

OVERVIEW

- Fastest growing City in Anoka County
- U.S. Highway 10, State Highway 169 and State Highway 47 access.
- Ramsey, Anoka and Coon Rapids are a major Twin Cities manufacturing hub
- Relevant, nearby, educational opportunities and workforce for manufacturing businesses.
- Home to The COR, a new urban downtown development with direct access to the Northstar Commuter Rail.
- Bordered by the Mississippi River, Rum River and Trott Brook, Ramsey is one of Minnesota's premier places to live.

DEMOGRAPHICS

- 2010 Population 23,835
  Median Household Income: $76,560

LABOR MARKET

- Anoka County Labor Force: 192,708
- Over 10,000 peoples between ages 20-49 in Ramsey (over 50%)
- Over 600 existing businesses & non-profit organizations in Ramsey

EDUCATION

- Over 50 universities located within 50 miles
  (Anoka Technical College within 1 mile)

UTILITIES

- Electric Provider: Connexus Energy
- Gas Provider: CenterPoint Energy
- Water/Sewer: City of Ramsey
- Fiber: Zayo, CenturyLink, Comcast

Source: Minnesota Department of Employment and Economic Development, 2012

City of Ramsey

Located in the Twin Cities Metro, the City of Ramsey enjoys many of the amenities of a large city while retaining the benefits of a small community.

Economic Development

The primary objective of the Economic Development Authority (EDA) is to aid, assist and promote the growth and expansion of commercial, retail and industrial development in the City of Ramsey.

New Downtown

THE COR

City of RAMSEY

Patrick Brama, Assistant to the City Administrator

PHONE: 763-433-9903 EMAIL: pbrama@ci.ramsey.mn.us
ADDRESS: 7550 Sunwood Drive, Ramsey, MN 55303

City of Ramsey, Minnesota

REQUEST FOR PROPOSALS
REAL ESTATE BROKER SERVICES:
Sale of real property owned by the City of Ramsey

OVERVIEW

The City of Ramsey is seeking proposals from real estate brokers/firms to sell real property located within the corporate limits of Ramsey. It is the intent of this Request for Proposal (RFP) to have the successful broker/firm, enter into a Professional Services Contract with the City of Ramsey to supply real estate services as outlined herein.

AVAILABLE LAND

The following properties are owned by the City of Ramsey and are available for sale. For detailed information, please review appendix.

Summary, Table: 1

ID#	Address	PID	Acres	Zoning	Type
1.	5195 142nd Ave NW	253225430043	1.01	B1 Biz Dist.	Commercial
2.	6710 Highway 10 NW	343225130005	1.23	B2 Biz Dist.	Commercial
3.	Lot 1, Blk 1, COR 2	NA (new plat)	1.51	COR 2 Retail	Commercial
4.	Lot 3, Blk 1, COR 2	NA (new plat)	1.33	COR 2 Retail	Commercial
5.	6590 141st Ave NW	273225440003	1.00	E1 Employ.	Industrial
6.	14165 Ramsey Blvd.	273225330006	4.14	E2 Employ.	Industrial
7.	Lot 2, Blk 2, Gateway	NA (not platted)	1.24	E2 Employ.	Industrial
8.	Lots 1-4, Blk 2, COR 3	NA (not assign.)	0.21 (each)	R1 COR	Single Fam. Residential
9.	Lot 9, Blk 2, Winsorwood	NA (not assign.)	3.10	R1 Rural	Single Fam. Residential
10.	6203 Rivlyn Ave NW	353225310018	0.34	R1 MUSA	Single Fam. Residential
11.	Outlot A, Alpha Plat	NA (not assign.)	4.00	R1 MUSA	Single Fam. Residential

PROPOSAL OVERVIEW:

The following information is required and must accompany your proposal:

1. COVER LETTER: Provide a cover letter indicating your interest in serving as the City's real estate agent/firm to sell land in the City of Ramsey.

   The inventory of City owned land outlined in the Summary Table 1 (above) can be broken down into three general categories: (A) Residential, (B) Commercial and (C) Industrial. Please indicate which type(s) of real estate you are interested in listing. You are not required to make a proposal for all three categories.

2. BACKGROUND INFORMATION: For example, list years in business with a description of your firm including size of firm, location, number and nature of the professional staff to be assigned to this contract, with a brief resume for each key person listed.

3. EXPERIENCE SUMMARY: Describe your firm's pertinent real estate experience (minimum five years previous experience with proven effectiveness).

4. MARKETING METHODS: Describe the methods of identifying target user groups and a description of the marketing materials and the strategy for presenting the site to a regional and national marketplace (when appropriate).

5. ADDITIONAL SERVICES: Describe additional relevant/unique services offered through your firm.

5. FEE SCHEDULE:
    a. State your commission rate for listing and selling of properties.
    b. State your proposed method of compensation for representing the City of Ramsey in negotiations for purchasing properties.
    c. State any other costs the City of Ramsey should anticipate relating to the real estate services to be provided.
    d. State any required 'carry-over compensation' for your firm—meaning, compensation after real estate service agreement expires.

    NOTE: Quoted fees shall be valid for a minimum of 60 days upon receipt.

6. REFERENCES: Provide a list of three applicable references. Include name, title, and contact information for each reference as well as a brief description of the specific services provided.

7. CONFLICT OF INTEREST: In order to avoid a conflict of interest, or the appearance of a conflict of interest, your firm should not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with your ability to exercise independent/objective judgment in the best interest of the City of Ramsey. Please outline all conflicts of interest that may exist for your firm in relation to providing real estate services for the City of Ramsey.

8. GOOD STANDING: Your firm must be in compliance with Federal, State, County and local units of government; which specifically includes good tax payment status and good corporate registration status. Please indicate the payment status of taxes applicable to your firm. Additionally, please provide your firm's legal corporate name and Tax ID number, as reflected by State of Minnesota records.

GENERAL INSTRUCTIONS

1. The proposal must be submitted in a sealed envelope marked "Real Estate Broker Services" to the City Clerk's office, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303 on or before 3:00 p.m. on **October 21, 2013**, at which time they will be publically opened and read.

   Proposals will then be forwarded to a Selection Committee established by the City of Ramsey. The Selection Committee will review the proposals and develop a list of finalists to interview. *The Applicants are responsible for ensuring that their proposal, however submitted, is received on time and at the location specified.*

2. To be considered, firms must submit a complete response to the RFP in the form requested. Firms not responding to items requested in the RFP or indicating exceptions to such items may have their submittals rejected.

3. The City of Ramsey reserves the right to reject any and all proposals, or any parts thereof, or to waive any informality or defect in any bid if it is in the best interest of the City of Ramsey. All proposals, plans, and other documents submitted shall become the property of the City of Ramsey. Responses to this RFP are considered public information and are subject to discovery under the Freedom of Information Act.

4. Respondents are responsible for their own expense in preparing, delivering or presenting a proposal, and for subsequent negotiations with the City of Ramsey, if any.

5. All questions may be directed to the following contact person: Kurt Ulrich, City Administrator, phone (763) 433-9845, fax (763) 433-9898, email kulrich@ci.ramsey.mn.us.

SCOPE OF SERVICES

The successful firm shall agree to contract with the City of Ramsey to provide the following:

- Develop strategies for sale of designated City-owned properties (such as conducting a study of comparable properties);
- Develop marketing materials (electronic and/or hard copy) to advertise sites for sale, distribute the materials to potential buyers via the appropriate form(s) of media and report results to the City of Ramsey on an agreed upon frequency;
- Advise the City of Ramsey related to strategies to promote and sell the designated sites. Public presentations may be required.
- Participate in site tours of City of Ramsey-owned property that is for sale for potential buyers;
- Analyze offers from potential buyers and advise the City of Ramsey with respect to negotiations;
- Represent the City of Ramsey in negotiations with a prospective buyer from the time of offer until closing;
- Coordinate real estate transaction closings; and
- Handle all other customary activities and services associated with real estate transactions.

TERM OF CONTRACT

The contract period for the successful agent/firm will be six months from date of award. The contract may be renewed for additional terms upon satisfactory performance by the broker/firm and at a negotiated rate agreed to in writing by both the agent/firm and the City of Ramsey. Alternate contract periods may be considered.

EVALUATION AND AWARD PROCESS

Issuance of this RFP and receipt of proposals does not commit the City of Ramsey to award a contract. The City of Ramsey reserves the right to postpone receipt date, accepting or rejecting any or all proposals received in response to this RFP, or to negotiate with any of the brokers/firms submitting an RFP, or to cancel all or part of this RFP.

SELECTION CRITERIA

Selection of a broker/firm will be made based on the following criteria:

1. Ability of the contractor(s) to meet or exceed the requirements defined in the RFP;
2. Experience, qualifications, references;
3. Knowledge of regional real estate market and ability to market to prospects beyond the region;
4. Regional reputation and local presence/experience;
5. Fee schedule; and
6. Willingness to think "outside the box" and present innovative ideas for marketing the specific City owned properties designated for sale.

ORAL PRESENTATION/INTERVIEWS

Firms submitting a proposal in response to this RFP may be required to give an oral presentation of their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way change the original proposal submitted. Interviews are optional and may or may not be conducted.

If an interview is conducted, it is essential that the consultant's personnel to be assigned to the work, as well as key representatives, be present at and participate in the interview. A recommendation of the selected consultant will be made to the Ramsey City Council. The selected consultant and City of Ramsey representatives will negotiate a mutually acceptable contract. The negotiated contract shall be approved by the Ramsey City Council.

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 08 (RFP #01)
ADDRESS: 5195 142ND AVE NW
PID: 253225430043
LEGAL: Lot 1, Block 1, River's Bend Plaza 2nd Addition, Anoka County, Minnesota
ACRES: 1.01
VALUATION: $195,900 (County, 2013)
ZONING: B1 Business District
MUSA: Yes
GIS IMAGE:



DESCRIPTION: The subject property is located on the east side of Saint Francis Boulevard and on the north side of 142nd Avenue. This property is the former Amoco Oil Station and it is now vacant. This property is zoned Business District and is surrounded by businesses. A small bluff is located on the west side of the property. Besides a number of restrictions placed on the property from the previous owner (see owner and encumbrance report), this property is ready to be sold. The City has put a significant amount of investment in the property (between acquisition, demolition and clean up).

WETLAND: No reason to use property for wetland banking. There are no issues with wetlands that would make this property unusable; or, affect adjacent properties.

MAINTENANCE: Mowed 6 times per year—$75 per mow ($900).

OWNER & ENCUMBRANCE: This is the former Amoco Oil Station site. The City has marketable title to the parcel and it can be sold, however, it is encumbered by Amoco Oils' several restrictive covenants on the use of property. See attachment for details. Generally, the restrictions prevent the sale of petroleum, prevent excavation, and prevent residential development.

DISPOSITION: The city is free and clear to sell this property. The subject property is suitable for a number of uses (that require minor excavation based on the O&E report).

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 40 (RFP #02)
ADDRESS: Sunwood and Krypton
PID: 343225130005
LEGAL: Lot 1, Block 4, Riverside West Plat
ACRES: 1.23, (53,751 square feet)
VALUATION: $385,000 (Market Sale, 2013)
ZONING: B2 Business District
MUSA: Yes
GIS IMAGE:



DESCRIPTION: The subject property is located on the west side of Dolomite Street and the south side of Highway 10, is 1.23 acres in size and is zoned for commercial development. This site is the former XXX Bookstore location. In August of 2013 all improvements to this site were demolished and cleared. Today, this site is ready for sale and development.

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 43 (RFP #03)
ADDRESS: Armstrong Boulevard/Sunwood Drive (just north of Hwy 10)
PID: NA, recently platted (2013)
LEGAL: Lots 3, Block 1, COR TWO, Anoka County, Minnesota
ACRES: 1.51 acres
VALUATION: TBD
ZONING: COR 2, commercial/retail
MUSA: Yes
GIS IMAGE: **Subject Property**



DESCRIPTION:

The subject property is located on the east side of Armstrong Boulevard, just north of Hwy 10, on Sunwood Drive in The COR development. This parcel is approximately 1.51 acres in size and is zoned for commercial/retail use. This property is a greenfield and is ready for development.

In 2012, the City realigned Sunwood Drive several hundred feet to the north (147th Ave) in anticipation of the future Armstrong/Highway 10 interchange. As a result, three developable/serviced lots were created; including LOT 1.

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 42 (RFP #04)
ADDRESS: Armstrong Boulevard/Sunwood Drive (just north of Hwy 10)
PID: NA, recently platted (2013)
LEGAL: Lots 3, Block 1, COR TWO, Anoka County, Minnesota
ACRES: 1.33 acres
VALUATION: TBD
ZONING: COR 2, commercial/retail
MUSA: Yes
GIS IMAGE:



DESCRIPTION:

The subject property is located on the east side of Armstrong Boulevard, just north of Hwy 10, on Sunwood Drive in The COR development. This parcel is approximately 1.33 acres in size and is zoned for commercial/retail use. This property is a greenfield and is ready for development.

In 2012, the City realigned Sunwood Drive several hundred feet to the north (147th Ave) in anticipation of the future Armstrong/Highway 10 interchange. As a result, three developable/serviced lots were created; including LOT 3.

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 28 (RFP #05)
ADDRESS: 6590 141ST AVE NW
PID: 273225440003
LEGAL: See Metes and Bounds Description
ACRES: 0.95
VALUATION: $101,100.
ZONING: E1 Employment District
MUSA: Yes
GIS IMAGE:



DESCRIPTION: The subject property is located on the east side of Basalt Street and the north side of 141st Avenue. This property is zoned Employment District, it is a developable compact corner lot, and is surrounded by office.

WETLAND: No reason to use property for wetland banking. There are no issues with stormwater/ drainage that would make this property unusable; or, effect adjacent properties.

MAINTENANCE: There are no maintenance costs.

OWNER & ENCUMBRANCE: This parcel is owned unrestricted by the City and is available for sale. It was acquired by the City for economic development purposes.

DISPOSITION: The subject property is ready to be developed. This property is currently being marketed by the Ramsey EDA. Previously, the property owner to the north had interest in purchasing the subject property.

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 37 (RFP #06)
ADDRESS: 14165 RAMSEY BLVD NW
PID: 273225330006
LEGAL: NA
ACRES: 4.14
VALUATION: $440,000 (County, 2013)
ZONING: E2, Employment District
MUSA: Yes
GIS IMAGE:



DESCRIPTION:

The subject property is located on the east side of Ramsey Boulevard and on the north side of U.S. Highway 10. This property is 4.14 acres in size and is zoned E2 employment (manufacturing, office). Multiple lots located adjacent to the subject property are also owned by the City and are available to for combination if requested.

This parcel is located at the entrance to The COR development (and will border Highway 10 when it is realigned in the future). The City is interested in a user that will provide a quality building and proper screening (if needed).

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 38 (RFP #07)
ADDRESS: No Address (142nd Ave NW and Limonite St NW)
PID: 273225330017
LEGAL: LOT 2 BLK 2 GATEWAY NORTH INDUSTRIAL PARK, EX THAT PRT OF SD LOT LYG N OF FOL DESC LINE & ITS EXTNS: BEG AT A PT ON W LINE OF SD LOT 2 100 FT S OF NW COR THEREOF, TH SELY TO A PT ON E LINE OF SD LOT 2 135 FT S OF NE COR OF SD LOT 2 & SD LINE THERE TERM
ACRES: 1.24
VALUATION: $159,400 (County, 2013)
ZONING: E2, Employment District
MUSA: Yes
GIS IMAGE:



DESCRIPTION: The subject property is located just east of Ramsey Boulevard and just north of U.S. Highway 10 (corner of Limonite Street and 142 Ave NW). This property is 1.24 acres in size and is zoned E2 employment (manufacturing, office). Multiple lots located adjacent to the subject property are also owned by the City and are available to for combination if requested.

PROPERTY LISTING (RFP #08)

North Commons: Four Single Family Residential Sites

Shovel Ready • Parkside • Quick Access to Highway 10 • Near Northstar Rail Station



FACT SHEET

LOCATION

Ramsey, MN
Zeolite Street/148th Lane NW

FEATURES

- Located on north side of Ramsey's new urban transit oriented development —The COR
- Adjacent to new North Commons Park
- Near new Northstar Commuter Rail Station
- Easy access to Highway 10

DEVELOPMENT STATUS

- Road in place (curb/gutter)
- Zoning in place (single family)
- Utilities in place (water/sewer)
- Remaining Pad Preparation Work
  - Water/Sewer Stubs
  - Road Reconstruction
  - Sidewalk Construction
  - Turf Establishment

  Estimated $20,000 per lot

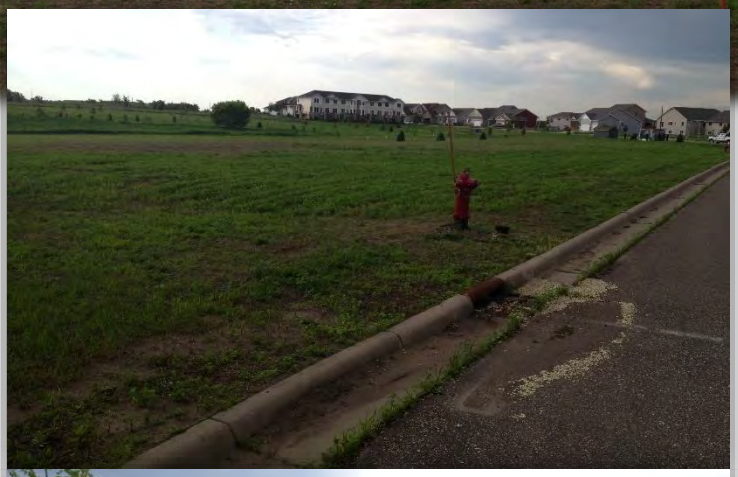
SPECS

• Lot 1, Block 2	9,000 sq. ft.
• Lot 2, Block 2	9,000 sq. ft.
• Lot 3, Block 2	9,000 sq. ft.
• Lot 4, Block 2	9,072 sq. ft.

REQUEST FOR OFFER

The owner is accepting offers on Lots 1-4, Block 2 through July 16, 2013. Offers should include all four lots.

Return: City of Ramsey HRA
7550 Sunwood Drive NW
Ramsey, MN 55303
kulrich@ci.ramsey.mn.us
763-433-9903





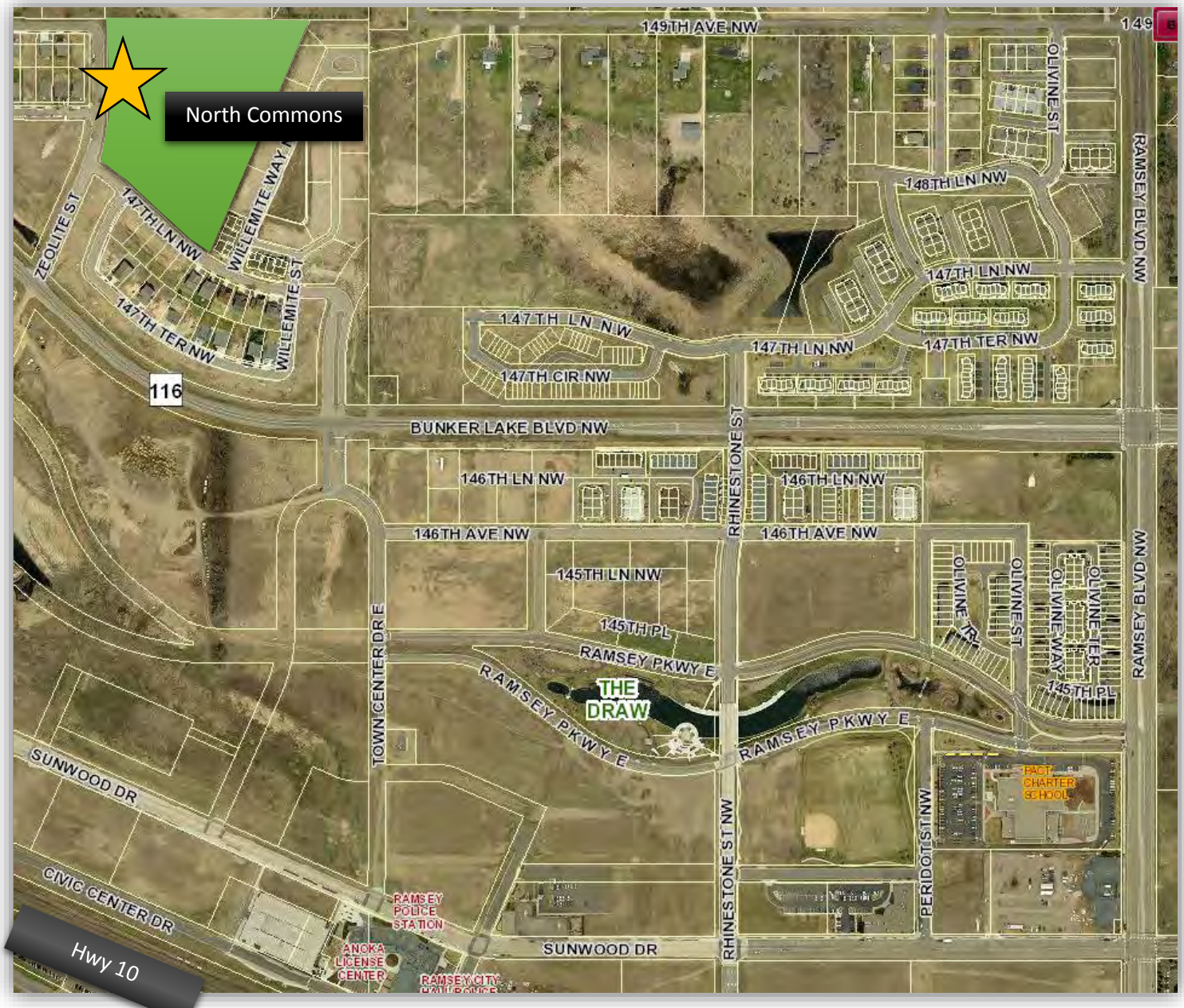


PROPERTY LISTING (RFP #08)

North Commons: Four Single Family Residential Sites

Shovel Ready • Parkside • Quick Access to Highway 10 • Near Northstar Rail Station





PROPERTY LISTING (RFP #08)

North Commons: Four Single Family Residential Sites

Shovel Ready • Parkside • Quick Access to Highway 10 • Near Northstar Rail Station





PROPERTY LISTING (RFP #08)

North Commons: Four Single Family Residential Sites

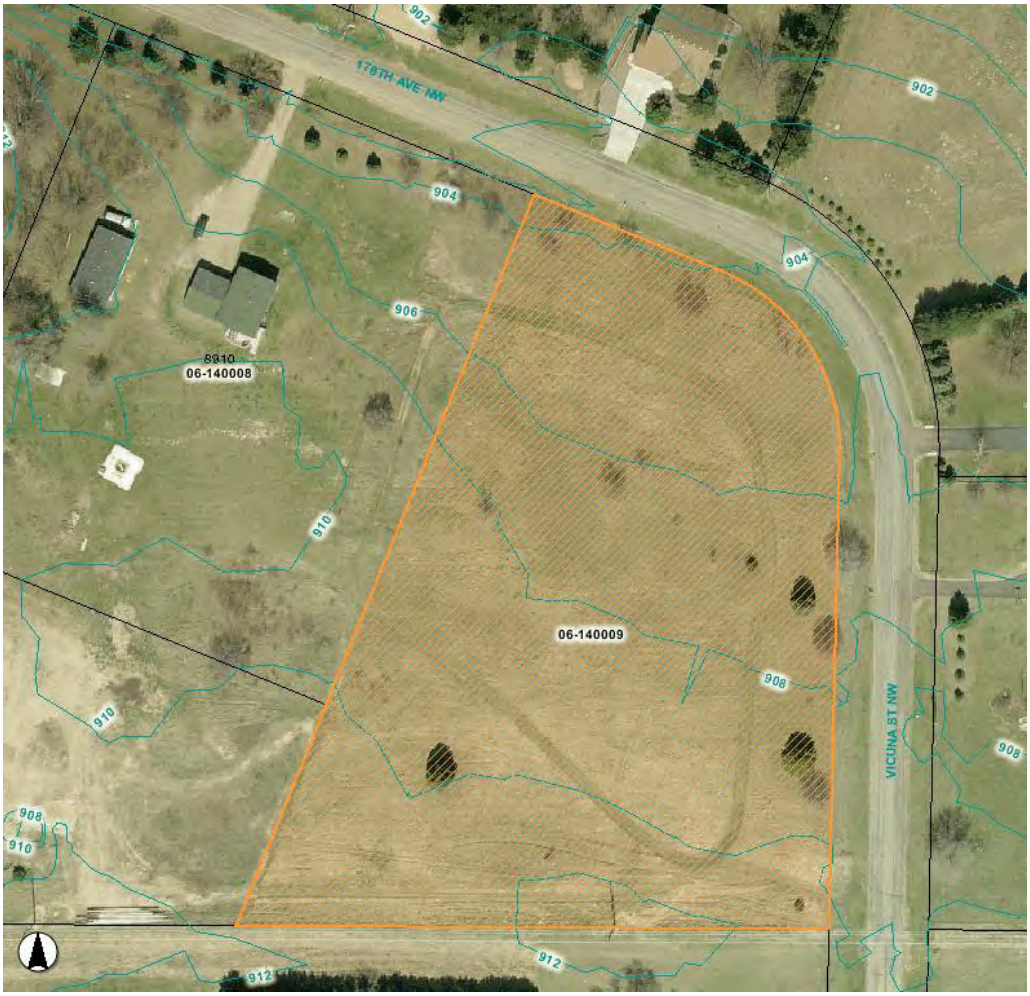
Shovel Ready • Parkside • Quick Access to Highway 10 • Near Northstar Rail Station





PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 34 (RFP #09)
ADDRESS: NA
PID: 063225140009
LEGAL: NA
ACRES: 3.10
VALUATION: 51,300 (County, 2013). Offer for $42,000 received in 2012
ZONING: Public/Quasi-Public
MUSA: No
GIS IMAGE:



DESCRIPTION: The subject property is located on the south side of 176th Avenue and the west side of Vicuna Street. The property is zoned public/quasi-public and is surrounded by residential. This property is dry, high and buildable. Based on the GIS image above, it looks as though this parcel is being used by neighboring property owners.

WETLAND: This property is not adjacent to wetlands so banking is not a feasible use. It does not collect storm water from the neighborhood.

MAINTENANCE: There are no maintenance costs.

OWNER & ENCUMBRANCE: This property is unrestricted and can be sold.

DISPOSITION: The subject property was acquired in October of 1989. This is not a dedicated park. This property has free and clear title and is ready to be sold. If the council desires to dispose of this parcel, staff should rezone and list the property.

PUBLIC INPUT: Staff has received interest for purchasing this parcel from both property owners located directly west of the subject property. Both property owners do not want this piece of land developed. No further public input was received.

PROPERTY IMAGES:







PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 43 (RFP #10)
ADDRESS: 6203 Rivlyn Ave NW
PID: 353225310018
LEGAL: NA
ACRES: 0.34
VALUATION: $50,200 (County, 2013)
ZONING: R1 Musa, Residential
MUSA: No
GIS IMAGE:



DESCRIPTION: The subject property is located on Rivlyn Avenue, just north of the Mississippi River and just south of Highway 10. This property is .34 acres in size, is zoned R1 Residential MUSA and has an existing structure (household). This property was acquired by the City in 2013 and is available for sale today.

PROPERTY PROFILE: CITY OF RAMSEY

NUMBER: 13 (RFP #11)
ADDRESS: NA (Puma and Alpine)
PID: NA (20-310003)
LEGAL: NA
ACRES: NA (about 4)
VALUATION: NA
ZONING: R1 Residential (MUSA)
MUSA: Yes
GIS IMAGE:



DESCRIPTION:

Acquired by the City as a dedication in the Legacy Plat (Alpha Plat). This property is not a park and not intended to be for public use. The subject parcel is zoned R1 Residential (MUSA) and is located on the south side of Alpine Drive and the east side of Puma Street.

This property is located on the south side of an existing residential neighborhood. The City is considering the parcels located just west of this site (across Puma) for a future business park. The parcels located just SW of this site are intended to be the home of a private school campus.

Today, sewer and water are located several thousand feet south of this site. Therefore, in the short term, this site would only be serviceable by well/septic. In the coming years, sewer and water are intended to be pulled up Puma Street to Alpine Drive (in which case, this site would have access to sewer/water).

This site is "raw" land; and is available for sale (platting/development fees required).

CC Regular Session **4. 7.**

Meeting Date: 11/12/2013

By: Jackie Lipski, Finance

Information

Title

Adopt Resolution #13-11-193 Approving Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of October 17, 2013 through November 6, 2013

Funding Source:

N/A

Action:

Motion to Adopt Resolution #13-11-193 Approving Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of October 17, 2013 through November 6, 2013.

Attachments

Bills List 11/12/2013

Resolution 11/12/13

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	11/07/2013 08:56 AM
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:37 PM
Form Started By: Jackie Lipski		Started On: 11/07/2013 08:41 AM
Final Approval Date: 11/07/2013		

CITY OF RAMSEY - FINANCE OFFICE Printed 11/7/2013

RAMSEY CITY COUNCIL MEETING

11/12/2013

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 10/17/13-11/6/13	172,568.64
Accounts Payable 10/17/13-11/6/13	215,536.88
Payroll 10/24/13	149,392.44

TOTAL SUBMITTED FOR APPROVAL THIS MEETING **$ 537,497.96**

		APPROVED PREV. MTG	2012 Y.T.D.
DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:			
	NET PAYROLL TOTAL	$ 112,081.29	$ 2,536,192.57
-	CORRECTION TO PAYROLL		
	PREPAIDS		
-	PREPAID ADJUSTMENTS	599,956.28	12,923,713.11
	WIRE TRANSFERS FOR DEBT SERVICE		983,210.01
-	CORRECTION TO D.S.		
	ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
-	BILLS LIST SUBMITTED	157,253.09	3,668,693.78
	ADD (DELETE) BILLS LIST SUBMITTED		
	PAY ESTIMATE(S)	435,860.63	929,604.53
-	CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED		**$ 1,305,151.29**	**$ 21,041,414.00**

CITY OF RAMSEY

Council Check Register by GL

Council Check Register and Summary

10/17/2013 – 12/13/2013

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
92739	**10/17/2013**		**111385 ACHIEVE SERVICES INC**						
		55.80	SHREDDING 9/26/2013		69536	7797	0130.6405		OFFICE & DATA PROCES:
		55.80							
92740	**10/17/2013**		**113508 APPRIZE TECHNOLOGY SOLUTIONS**						
		1,495.00	ANNUAL ENROLLMENT SITE FEE		69537	8843	0130.6315		MISCELLANEOUS PROFE
		1,495.00							
92741	**10/17/2013**		**107993 ARCHETYPE**						
		10,950.00	THE DRAW MONUMENT		69538	45559	9805.6315		MISCELLANEOUS PROFE
		10,950.00							
92742	**10/17/2013**		**101028 CHAMPLIN TOWING, INC**						
		80.34	REIMB TOWING FORFEITED VEHICLE		69539	101513	0211.6389		TOWING SERVICES
		80.34							
92743	**10/17/2013**		**111999 MEADOW CREEK BUILDERS INC**						
		1,500.00	REFUND ERSO ESC 16816 MARBLE		69540	113749	9804.6433	00113749	REFUNDS
		1,500.00							
92744	**10/17/2013**		**100384 PLAISTED COMPANIES INC**						
		656.66	DIRT		69541	49873	0311.6269		LANDSCAPE MATERIALS
		656.66							
92745	**10/17/2013**		**100413 RANDALL, GOODRICH AND HAAG, P L .C.**						
		2,833.00	SEPT/OCT 13 PROSECUTION BILL		69542	101413	0161.6304		LEGAL FEES
		2,833.00							
92746	**10/17/2013**		**100290 USA MOBILITY INC**						
		84.24	OCT 13 BILLING		69543	W0317755J	0220.6249		MISCELLANEOUS OPER/
		84.24							
92747	**10/17/2013**		**112719 WHEELS OF THUNDER**						
		1,764.00	NOV/DEC RAMSEY RESIDENT		69544	100813	9101.4609		OTHER MISCELLANEOUS
		270.75-	NOV/DEC RAMSEY RESIDENT		69544	100813	9101.4609		OTHER MISCELLANEOUS
		1,493.25							
92748	**10/22/2013**		**100017 AIRGAS NORTH CENTRAL**						
		22.98	MISC GASES		69549	9913039540	0311.6249		MISCELLANEOUS OPER/
		22.98							
92749	**10/22/2013**		**110744 ALLINA HEALTH SYSTEM**						
		1,413.56	OCT-DEC 2013 EMS TRAINING		69550	II10017485	0220.6335		TRAINING
		1,413.56							
92750	**10/22/2013**		**100297 CENTERPOINT ENERGY**						
		950.17	7550 SUNWOOD DR		69551	6702493-5 SEPT 13	0194.6373		GAS
		51.32	14515 E TOWN CENTER DR		69552	8782239-1 SEPT 13	9601.6373		GAS
		23.97	6701 HIGHWAY 10		69553	6011580-5 SEPT 13	9410.6373	00041012	GAS
		1,025.46							
92751	**10/22/2013**		**100167 ELK RIVER FORD INC**						
		112.08	WORK ON 386		69554	16058683	0211.6257	00000386	OTHER VEHICLE PARTS

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
92751	**10/22/2013**		**100167 ELK RIVER FORD INC**						**Continued.**
		47.00	WORK ON 386		69554	16058683	0211.6388	00000386	OTHER VEHICLE REPAIR
		159.08							
92752	**10/22/2013**		**100189 G AND K SERVICES INC**						
		138.47	MAT FD		69555	1006652771	0220.6489		OTHER CONTRACTED SE
		113.24	MATS FD		69556	1006754112	0220.6489		OTHER CONTRACTED SE
		138.47	MATS FD		69557	1006742746	0220.6489		OTHER CONTRACTED SE
		390.18							
92753	**10/22/2013**		**100211 HAWKINS INC**						
		2,267.35	CHEMICALS		69558	3520006	9601.6273		UTILITY SYSTEM MAINT S
		2,267.35							
92754	**10/22/2013**		**112872 IVERSON HOMES INC**						
		1,500.00	REFUND ERO ESC 14682 SODIUM ST		69559	113567	9804.6433	00113567	REFUNDS
		5,500.00	REFUND LAND ESC 14682 SODIUM		69560	101813	9252.1155.1		MANUAL-ACCOUNTS RE(
		7,000.00							
92755	**10/22/2013**		**100271 MAIN MOTORS**						
		153.60	WORK ON 651		69561	398563	9601.6388	00000651	OTHER VEHICLE REPAIR
		267.04	WORK ON 651		69561	398563	9601.6257	00000651	OTHER VEHICLE PARTS
		420.64							
92756	**10/22/2013**		**100293 MIDC ENTERPRISES**						
		2,114.82	BAL WATERTRONICS PUMP		69562	I0031460-BAL	0452.6381		BUILDING & STRUCTURE
		2,114.82							
92757	**10/22/2013**		**100328 MN DEPT OF HEALTH WATER**						
		23.00	J. NELSON RENEWAL OPR LICENSE		69563	101413	9601.6451		MEMBERSHIP DUES
		23.00							
92758	**10/22/2013**		**111618 MN POLLUTION CONTROL AGENCY**						
		40.00	J. ERICKSON RENEWAL OPR LIC		69564	101713	9602.6451		MEMBERSHIP DUES
		40.00							
92759	**10/22/2013**		**100345 NAPA AUTO PARTS ELK RIVER**						
		28.27	PD WASH SUPPLIES		69565	703399	0211.6229		SHOP MATERIALS
		28.27							
92760	**10/22/2013**		**100678 PETTY CASH**						
		7.93	LUNCH AT TRAINING		69566	102213	0211.6331		TRAVEL & LODGING
		6.66	MEAL REIMBURSEMENT		69566	102213	0211.6331		TRAVEL & LODGING
		10.00	MEAL REIMBURSEMENT		69566	102213	0211.6331		TRAVEL & LODGING
		9.73	LUNCH AT TRAINING		69566	102213	0211.6331		TRAVEL & LODGING
		9.10	LUNCH AT TRAINING		69566	102213	0211.6331		TRAVEL & LODGING
		21.38	HD CANDY- CITY BOOTH		69566	102213	0296.6249		MISCELLANEOUS OPERA
		64.80							
92761	**10/22/2013**		**111488 POPP.COM INC**						
		112.67	SEPT 2013 PHONE BILLING		69567	992136958	0130.6321		TELEPHONE
		40.24	SEPT 2013 PHONE BILLING		69567	992136958	0153.6321		TELEPHONE
		32.19	SEPT 2013 PHONE BILLING		69567	992136958	0191.6321		TELEPHONE
		233.39	SEPT 2013 PHONE BILLING		69567	992136958	0211.6321		TELEPHONE
		48.29	SEPT 2013 PHONE BILLING		69567	992136958	0240.6321		TELEPHONE
		56.34	SEPT 2013 PHONE BILLING		69567	992136958	0301.6321		TELEPHONE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
92761	10/22/2013		111488 POPP.COM INC						Continued.
		32.19	SEPT 2013 PHONE BILLING		69567	992136958	0220.6321		TELEPHONE
		8.05	SEPT 2013 PHONE BILLING		69567	992136958	0461.6321		TELEPHONE
		85.32	SEPT 2013 PHONE BILLING		69567	992136958	0220.6321		TELEPHONE
		90.06	SEPT 2013 PHONE BILLING		69567	992136958	0311.6321		TELEPHONE
		110.60	SEPT 2013 PHONE BILLING		69567	992136958	9240.6321		TELEPHONE
		61.72	SEPT 2013 PHONE BILLING		69567	992136958	9410.6315	00041012	MISCELLANEOUS PROFE
		911.06							
92762	10/22/2013		100413 RANDALL, GOODRICH AND HAAG, P L .C.						
		787.20	SEPT 13 PROSECUTION		69568	101813	0161.6304		LEGAL FEES
		787.20							
92763	10/22/2013		100501 UNIVERSITY OF MINNESOTA						
		70.00	L. LOFGREN-LINE TO LEADERSHIP		69569	28008	0311.6335		TRAINING
		70.00							
92844	10/24/2013		100031 ANOKA COUNTY						
		10.00	MEETING- K ULRICH/MAYOR STROMM		69589	102313	0111.6335		TRAINING
		10.00	MEETING- K ULRICH/MAYOR STROMM		69589	102313	0130.6335		TRAINING
		20.00							
92845	10/24/2013		110734 CITY OF RAMSEY						
		120.00	645124982		69590	102413	9601.4651		WATER REVENUE
		190.00	721979		69590	102413	9601.4651		WATER REVENUE
		310.00							
92846	10/24/2013		113873 COONS, DENNIS						
		100.00	REFUND DAMAGE DEPOSIT		69593	102413	9804.1160		KEY & DAMAGE DEPOSIT
		100.00							
92847	10/24/2013		101032 MN CITY COUNTY MGMT ASSOCIATION						
		153.00	K. ULRICH MEMBERSHIP		69591	102213	0130.6451		MEMBERSHIP DUES
		153.00							
92848	10/24/2013		109908 NOVAK FLECK INC						
		1,500.00	REFUND ERO ESC 7221 167TH TER		69592	113677	9804.6433	00113677	REFUNDS
		1,500.00							
92849	10/24/2013		100506 US POSTMASTER						
		1,686.27	NOV/DEC RAMSEY RESIDENT POSTAG		69594	102413	0195.6322		POSTAGE
		1,686.27							
92860	10/25/2013		107962 GENESIS EMPLOYEE BENEFITS						
		3,809.65			69577	10231316144910	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,809.65							
92861	10/25/2013		100257 LAW ENFORCEMENT LABOR SRV INC						
		427.50			69392	1009131324415	9101.2177		UNION DUES
		427.50			69584	1023131614495	9101.2177		UNION DUES
		855.00							
92862	10/25/2013		100298 MN AFSCME COUNCIL 5						
		468.96			69393	1009131324416	9101.2177		UNION DUES
		468.96			69585	1023131614496	9101.2177		UNION DUES
		937.92							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
92852	10/25/2013		100298 MN AFSCME COUNCIL 5						Continued.
92853	10/29/2013		111364 ASSURANT EMPLOYEE BENEFITS						
		1,151.04	NOV 13 LTD BILLING		69635	5413144 NOV13	9101.2170		DENTAL/DISABILITY/LIFE
		1,151.04							
92854	10/29/2013		113880 BURNETT, COURTNEY						
		75.00	REFUND HALF DAMAGE DEP DRAW AM		69636	102413	9101.4305		RENTAL FEES
		100.00	REFUND HALF DAMAGE DEP DRAW AM		69636	102413	9804.1160		KEY & DAMAGE DEPOSIT
		175.00							
92855	10/29/2013		110536 CBIZ FINANCIAL SOLUTIONS INC						
		30.04	REBA FEES 2013 3RD QTR		69637	19954-3Q13	0130.6315		MISCELLANEOUS PROFE
		30.04							
92856	10/29/2013		106583 DELTA DENTAL PLAN OF MINNESOTA						
		1,829.15	NOV 13 DENTAL INSURANCE		69640	5281545	9101.2170		DENTAL/DISABILITY/LIFE
		1,829.15							
92857	10/29/2013		100302 MN COMMERCE DEPARTMENT						
		16.71	UNCLAIMED PRO CHECK 82653		69638	102913	9601.4651		WATER REVENUE
		30.30	UNCLAIMED PRO CHECK 82614		69639	102913A	9601.4651		WATER REVENUE
		47.01							
92858	10/29/2013		100351 NCPERS MINNESOTA						
		272.00	NOV 13 LIFE INS		69641	70481113 NOV 13	9101.2170		DENTAL/DISABILITY/LIFE
		272.00							
92859	10/29/2013		113735 VILLAGE GREEN LANDSCAPES						
		294.98	TRANSIT STATION		69642	44190	0452.6489		OTHER CONTRACTED SE
		2,308.50	THE DRAW SEPT 2013		69643	44188	0452.6489		OTHER CONTRACTED SE
		342.00	CITY HALL- SEPT 2013		69644	44189	0452.6489		OTHER CONTRACTED SE
		2,945.48							
92860	11/1/2013		102953 AMERIGAS OF ANOKA						
		211.86	PROPANE TANKS		69645	102913	0311.6267		OTHER STREET MAINTEI
		211.86							
92861	11/1/2013		110734 CITY OF RAMSEY						
		300.00	ACCT # 687358480		69659	103113	9601.4651		WATER REVENUE
		300.00							
92862	11/1/2013		100169 EMERGENCY APPARATUS MAINTENANCE INC						
		504.08	WORK ON 556		69646	70626	0220.6388	00000556	OTHER VEHICLE REPAIR
		305.91	WORK ON 560		69647	70664	0220.6388	00000560	OTHER VEHICLE REPAIR
		809.99							
92863	11/1/2013		113884 HUDSON, SOPHIA						
		50.00	HD LOGO CONTEST WINNER		69648	103013	0296.6249		MISCELLANEOUS OPER/
		50.00							
92864	11/1/2013		113885 MC CUSTOM HOMES LLC						
		1,500.00	REFUND ERO ESC 16754 LIMONITE		69649	113700	9804.6433	00113700	REFUNDS
		1,500.00							
92865	11/1/2013		113886 MRAZEK, CHAD AND NICOLE						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
92865	11/1/2013		113886 MRAZEK, CHAD AND NICOLE						Continued.
		809.54	REFUND UTILITY OVERPYMT		69660	103113	9601.4651		WATER REVENUE
		809.54							
92866	11/1/2013		100343 MY TYME INC						
		53.38	CALENDAR REFILL		69650	117666-00	0452.6249		MISCELLANEOUS OPERA
		3.43-			69650	117666-00	9101.2082		SALES/USE TAX PAYABLE
		49.95							
92867	11/1/2013		113719 NEOFUNDS BY NEOPOST						
		2,000.00	POSTAGE MACHINE REFILL		69651	103013	9101.1551		POSTAGE METER DEPOS
		2,000.00							
92868	11/1/2013		100413 RANDALL, GOODRICH AND HAAG, P L .C.						
		2,833.00	OCT 13 PROSECUTION BILLING		69652	103013	0161.6304		LEGAL FEES
		2,833.00							
92869	11/1/2013		100972 RUM RIVER HILLS GOLF CLUB						
		1,678.00	CITY SHARE OF EROSION REPAIRS		69653	102413	9605.6315		MISCELLANEOUS PROFE
		1,678.00							
92870	11/1/2013		112475 S AND T OFFICE PRODUCTS INC						
		97.45-	RETURN- MAG. RACK		69654	01PZ7242 CREDIT MEMO	0130.6208		MISCELLANEOUS OFFICI
		40.21	OFFICE SUPPLIES		69656	01PZ4844	0211.6208		MISCELLANEOUS OFFICI
		29.93	OFFICE SUPPLIES		69656	01PZ4844	0211.6233		BATTERIES
		75.46	OFFICE SUPPLIES		69657	01PZ3685	0301.6208		MISCELLANEOUS OFFICI
		40.32	OFFICE SUPPLIES		69657	01PZ3685	0452.6208		MISCELLANEOUS OFFICI
		88.47							
92871	11/1/2013		113883 TEAMINTEL LLC						
		6,558.92	MISC PD SUPPLIES		69658	2385	0230.6249		MISCELLANEOUS OPERA
		421.92-			69658	2385	9290.2082		SALES/USE TAX PAYABLE
		6,137.00							
92872	11/5/2013		100297 CENTERPOINT ENERGY						
		38.72	MISC CITY GAS ACCOUNTS		69694	8000014064-2 OCT 13	0452.6373		GAS
		40.56	MISC CITY GAS ACCOUNTS		69694	8000014064-2 OCT 13	0311.6373		GAS
		86.12	MISC CITY GAS ACCOUNTS		69694	8000014064-2 OCT 13	0220.6373		GAS
		13.52	MISC CITY GAS ACCOUNTS		69694	8000014064-2 OCT 13	9601.6373		GAS
		13.52	MISC CITY GAS ACCOUNTS		69694	8000014064-2 OCT 13	9602.6373		GAS
		13.51	MISC CITY GAS ACCOUNTS		69694	8000014064-2 OCT 13	9605.6373		GAS
		205.95							
92873	11/5/2013		110734 CITY OF RAMSEY						
		223.47	3RD QTR 13 7650 SUNWOOD DR		69695	444931372 OCT 2013	9240.6372		WATER/IRRIGATION
		3,306.44	3RD QTR 2013 7550 SUNWOOD DR		69696	444931294 OCT 2013	0194.6372		WATER/IRRIGATION
		2,439.28	3RD QTR 13 14779 ZEOLITE ST		69697	722164 OCT 2013	0452.6372		WATER/IRRIGATION

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
92873	11/5/2013		110734 CITY OF RAMSEY						Continued.
		407.13	3RD QTR 13 6701 HWY 10		69698	719019 OCT 2013	9410.6372	00041012	WATER/IRRIGATION
		6,376.32							
92874	11/5/2013		100116 CONNEXUS ENERGY						
		13.43	7906 SUNWOOD DR-TREE LIGHTS		69699	444931-303785 OCT 13	0311.6371		ELECTRIC UTILITIES
		634.03	16300 ST FRANCIS BLVD-IRRIG		69700	444931-267449 OCT 13	0452.6371		ELECTRIC UTILITIES
		647.46							
92875	11/5/2013		100211 HAWKINS INC						
		4,152.58	CHEMICALS		69701	3519865	9601.6273		UTILITY SYSTEM MAINT S
		4,152.58							
92876	11/5/2013		101103 SPRINT						
		23.45	SEPT 15 - OCT 14-2013 BILLING		69702	570683319-143	0111.6249		MISCELLANEOUS OPERA
		55.29	SEPT 15 - OCT 14-2013 BILLING		69702	570683319-143	0192.6323		CELLULAR PHONES
		55.29	SEPT 15 - OCT 14-2013 BILLING		69702	570683319-143	0191.6323		CELLULAR PHONES
		643.58	SEPT 15 - OCT 14-2013 BILLING		69702	570683319-143	0211.6323		CELLULAR PHONES
		55.29	SEPT 15 - OCT 14-2013 BILLING		69702	570683319-143	0240.6323		CELLULAR PHONES
		255.47	SEPT 15 - OCT 14-2013 BILLING		69702	570683319-143	0301.6323		CELLULAR PHONES
		101.15	SEPT 15 - OCT 14-2013 BILLING		69702	570683319-143	0220.6323		CELLULAR PHONES
		100.87	SEPT 15 - OCT 14-2013 BILLING		69702	570683319-143	0194.6323		CELLULAR PHONES
		192.03	SEPT 15 - OCT 14-2013 BILLING		69702	570683319-143	0311.6323		CELLULAR PHONES
		215.78	SEPT 15 - OCT 14-2013 BILLING		69702	570683319-143	0452.6323		CELLULAR PHONES
		145.19	SEPT 15 - OCT 14-2013 BILLING		69702	570683319-143	9601.6323		CELLULAR PHONES
		1,843.39							
92877	11/5/2013		113890 TASK MASTERS CONSTRUCTION INC						
		1,500.00	REFUND ERO ESC 14391 POTASSIUM		69703	113359	9804.6433	00113359	REFUNDS
		1,500.00							
92878	11/5/2013		100510 VERIZON WIRELESS						
		26.02	SEPT-OCT 2013 BILLING		69704	9712962330	0130.6323		CELLULAR PHONES
		26.02	SEPT-OCT 2013 BILLING		69704	9712962330	0301.6323		CELLULAR PHONES
		26.02	SEPT-OCT 2013 BILLING		69704	9712962330	0240.6323		CELLULAR PHONES
		78.06							
90266365	10/24/2013		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		75.00			69573	1022131407364	9101.2174		PERA-EMPLOYEE
		75.00			69574	1022131407365	9101.2183		PERA-EMPLOYER
		13,056.31			69586	1023131614497	9101.2174		PERA-EMPLOYEE
		17,408.08			69587	1023131614498	9101.2183		PERA-EMPLOYER
		30,614.39							
94769970	10/24/2013		100113 BANK OF THE WEST						
		1,167.06			69545	102113955131	9101.2171		FEDERAL WITHHOLDING
		2,517.34			69546	102113955132	9101.2173		FICA & MEDICARE-EMPL
		2,517.34			69547	102113955133	9101.2182		FICA & MEDICARE-EMPL
		334.17			69570	1022131407361	9101.2171		FEDERAL WITHHOLDING
		327.56			69571	1022131407362	9101.2173		FICA & MEDICARE-EMPL
		327.56			69572	1022131407363	9101.2182		FICA & MEDICARE-EMPL
		19,135.12			69576	1023131614491	9101.2171		FEDERAL WITHHOLDING
		8,817.54			69581	1023131614492	9101.2173		FICA & MEDICARE-EMPL
		8,817.54			69582	1023131614493	9101.2182		FICA & MEDICARE-EMPL

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
94769970	**10/24/2013**		**100113 BANK OF THE WEST**						**Continued.**
		43,961.23							
96464949	**10/24/2013**		**110305 HARTFORD LIFE INSURANCE COMPANY**						
		484.46			69386	10091313244111	9101.2176		LIFE/HEALTH-EMPLOYEE
		573.54			69578	10231316144911	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,058.00							
99102451	**10/25/2013**		**111465 STATE STREET BANK**						
		2,634.00			69579	10231316144912	9101.2175		DEFERRED COMPENSAT
		2,634.00							
99102454	**10/24/2013**		**111465 STATE STREET BANK**						
		387.51			69580	10231316144913	9101.2176		LIFE/HEALTH-EMPLOYEE
		387.51							
99593984	**10/24/2013**		**100601 MN DEPT OF REV WH**						
		640.84			69548	102113955134	9101.2172		STATE WITHHOLDING
		77.64			69575	1022131407366	9101.2172		STATE WITHHOLDING
		7,984.81			69588	1023131614499	9101.2172		STATE WITHHOLDING
		8,703.29							
99854516	**10/24/2013**		**100223 ICMA RETIREMENT TRUST 457**						
		2,230.40			69583	1023131614494	9101.2175		DEFERRED COMPENSAT
		2,230.40							
		172,568.64	Grand Total						

Payment Instrument Totals	
Check Total	82,979.82
Transfer Total	89,588.82
Total Payments	172,568.64

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

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100012	ACE SOLID WASTE INC	NOV 13 CITY RECYCLE CONTRACT	PV	69705	001	09604	11/1/2013	0010887318	24,228.35
	ACE SOLID WASTE INC				Summary Total				24,228.35
	6601 MCKINLEY STREET NW	FD 15050 ARMSTRONG	PV	69706	001	09101	11/1/2013	0010887888	107.55
	RAMSEY MN 55303				Summary Total				107.55
		MISC CITY ACCOUNTS NOV 13	PV	69707	001	09101	11/1/2013	0010887824	158.19
		MISC CITY ACCOUNTS NOV 13	PV	69707	002	09101	11/1/2013	0010887824	229.88
		MISC CITY ACCOUNTS NOV 13	PV	69707	003	09101	11/1/2013	0010887824	93.71
		MISC CITY ACCOUNTS NOV 13	PV	69707	004	09101	11/1/2013	0010887824	31.24
		MISC CITY ACCOUNTS NOV 13	PV	69707	005	09101	11/1/2013	0010887824	31.24
		MISC CITY ACCOUNTS NOV 13	PV	69707	006	09101	11/1/2013	0010887824	31.22
		MISC CITY ACCOUNTS NOV 13	PV	69707	007	09101	11/1/2013	0010887824	30.92
					Summary Total				606.40
					Payment Amount				24,942.30
108664	AMERICAN VENDING INC	COFFEE	PV	69595	001	09101	10/8/2013	7558	197.40
	AMERICAN VENDING INC 10787 93RD AVENUE N MAPLE GROVE MN 55369				Summary Total				197.40
					Payment Amount				197.40
100043	ANOKA COUNTY PROPERTY RECORDS TAXATION	SEPT 2013 BILLING	PV	69596	001	09804	10/1/2013	100113	46.00
	ANOKA COUNTY PROPERTY RECORDS TAXATION	SEPT 2013 BILLING	PV	69596	002	09804	10/1/2013	100113	46.00
	2100 - 3RD AVENUE ANOKA MN 55303				Summary Total				92.00
					Payment Amount				92.00
100052	ANOKA POLICE DEPARTMENT	ANIMAL CONTAINMENT OCT 13	PV	69708	001	09101	11/1/2013	110113	735.00
	ANOKA POLICE DEPARTMENT 275 HARRISON STREET ANOKA MN 55303				Summary Total				735.00

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

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					735.00
100058	ANOKA RAMSEY FARM AND GARDEN	RYE/SANDY SOIL	PV	69661	001	09101	10/11/2013	101113	74.00
	ANOKA RAMSEY FARM AND GARDEN 7435 HIGHWAY 10 RAMSEY MN 55303			Summary Total					74.00
				Payment Amount					74.00
113869	APPASSURE SOFTWARE INC	LICENSES-WINDOWS/EXCHANGE	PV	69709	001	09101	10/17/2013	42934	9,533.24
	APPASSURE SOFTWARE INC PNC BANK C/O DELL COMPUTERS P O BOX 842887 BOSTON MA 02284-2874			Summary Total					9,533.24
				Payment Amount					9,533.24
113871	APPLIED MAINTENANCE SUPPLIES AND SOL.	TRAFFIC MARKERS	PV	69662	001	09101	10/15/2013	96296893	1,560.59
	APPLIED MAINTENANCE SUPPLIES AND SOL. 12420 PLAZA DRIVE PARMA OH 44130			Summary Total					1,560.59
				Payment Amount					1,560.59
108513	BLAINE LOCK AND SAFE, INC.	FIRE FIGHTER DOOR REPAIR	PV	69597	001	09101	10/17/2013	11947	130.00
	BLAINE LOCK AND SAFE, INC. 12052 CENTRAL AVE NE BLAINE MN 55434			Summary Total					130.00
				Payment Amount					130.00
113027	BLUE CROSS BLUE SHIELD-EAP	EAP OCT 2013	PV	69710	001	09101	10/28/2013	2810234	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
100095	BRIGGS AND MORGAN PA	RE:FLAHERTY &	PV	69711	001	09214	10/24/2013	529219	804.26

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	INC	COLLINS APTS.							
	BRIGGS AND MORGAN			Summary Total					804.26
	P O BOX 64591	COR OF RAMSEY	PV	69712	001	09295	10/24/2013	529218	3,431.98
	ST PAUL MN 55164-0591			Summary Total					3,431.98
		COR TWO	PV	69713	001	09468	10/24/2013	529220	5,168.86
				Summary Total					5,168.86
				Payment Amount					9,405.10
106670	CENTRAL POWER DISTRIBUTORS INC	FILTERS/SPARK PLUGS/PLUG	PV	69665	001	09101	10/24/2013	438482	9.81
	CENTRAL POWER DISTRIBUTORS INC 3801 THURSTON AVENUE ANOKA MN 55303			Summary Total					9.81
				Payment Amount					9.81
108480	CENTRAL WOOD PRODUCTS	COCO-BROWN MULCH	PV	69663	001	09101	10/15/2013	31181	1,306.55
	CENTRAL WOOD PRODUCTS P O BOX 448 CEDAR MN 55011-0448			Summary Total					1,306.55
				Payment Amount					1,306.55
100111	COMMERCIAL ASPHALT COMPANY	ASPHALT	PV	69714	001	09101	10/15/2013	131015	59.32
	COMMERCIAL ASPHALT COMPANY P O BOX 1480 MAPLE GROVE MN 55311-6480			Summary Total					59.32
				Payment Amount					59.32
100122	COOP'S LOCKSMITH SERVICES	12 LOCKS- PARKS	PV	69598	001	09101	10/8/2013	39949	185.96
	COOP'S LOCKSMITH SERVICES 220 WEST MAIN STREET RAMSEY MN 55303			Summary Total					185.96
				Payment Amount					185.96
100125	COUNTRYSIDE PRINTING INC	NOV/DEC 13 RAM RESIDENT	PV	69715	001	09101	10/23/2013	32009	4,176.90
	COUNTRYSIDE PRINTING			Summary Total					4,176.90

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	6250 BUNKER LAKE BLVD NW SUITE 113 RAMSEY MN 55303								
				Payment Amount					4,176.90
105931	CRABTREE COMPANIES INC	SOFTWARE RENEWAL PD	PV	69664	001	09101	10/18/2013	119956	340.00
	CRABTREE COMPANIES INC 2020 SILVER BELL ROAD SUITE 20 EAGAN MN 55122			Summary Total					340.00
				Payment Amount					340.00
100127	CROW RIVER FARM EQUIPMENT COMPANY	MISC MATERIAL	PV	69599	001	09101	10/16/2013	163595	120.48
	CROW RIVER FARM EQUIPMENT COMPANY	MISC MATERIAL	PV	69599	002	09101	10/16/2013	163595	55.59
	17685 - 53RD STREET NE ROGERS MN 55374			Summary Total					176.07
		MISC SUPPLIES	PV	69716	001	09101	10/25/2013	163755	309.08
				Summary Total					309.08
		MISC SUPPLIES	PV	69717	001	09101	10/29/2013	163797	12.32
				Summary Total					12.32
				Payment Amount					497.47
111818	DEANO'S COLLISION SPECIALISTS INC	MUD GUARDS 333	PV	69666	001	09101	10/17/2013	37114	154.36
	DEANO'S COLLISION SPECIALISTS INC 11063 173RD AVENUE ELK RIVER MN 55330			Summary Total					154.36
				Payment Amount					154.36
100144	DEHN OIL COMPANY	LITH PLUS	PV	69667	001	09101	10/24/2013	1877	140.27
	DEHN OIL COMPANY			Summary Total					140.27
	6735 141ST AVENUE NW	DIESEL FUEL	PV	69718	001	09101	10/29/2013	29184	1,611.14
	RAMSEY MN 55303			Summary Total					1,611.14
		DIESEL FUEL	PV	69719	001	09101	10/29/2013	29185	1,999.25
				Summary Total					1,999.25
				Payment Amount					3,750.66
104026	DIVERSIFIED PAVING INC	OVERLAY OF TRAILS	PV	69720	001	09101	10/15/2013	5706	20,787.56

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	DIVERSIFIED PAVING INC 8019 146TH AVENUE NW RAMSEY MN 55303							Summary Total	20,787.56
								Payment Amount	20,787.56
113306	DOCUMENT TECHNOLOGY SOLUTIONS	OCT/NOV 13 CONTRACT	PV	69721	001	09101	10/22/2013	79706	211.08
	DOCUMENT TECHNOLOGY SOLUTIONS 9401 JAMES AVENUE SOUTH SUITE 120 BLOOMINGTON MN 55431							Summary Total	211.08
								Payment Amount	211.08
106565	DRYDEN EXCAVATING	RODEA HILL DITCH REPAIR	PV	69722	001	09605	10/25/2013	102513	10,850.00
	DRYDEN EXCAVATING 6700 VIKING BLVD NW ANOKA MN 55303							Summary Total	10,850.00
								Payment Amount	10,850.00
100158	ECM PUBLISHERS INC	FRANCHISE FEE ORD	PV	69600	001	09101	9/27/2013	28498	61.50
	ECM PUBLISHERS INC							Summary Total	61.50
	4095 COON RAPIDS BLVD	CENTERPOINT FRANCHISE ORD	PV	69601	001	09101	9/27/2013	28499	61.50
	COON RAPIDS MN 55433							Summary Total	61.50
		ORD-PERMIT FEES	PV	69668	001	09101	10/11/2013	33704	276.75
								Summary Total	276.75
		WATER CONNECTIONS	PV	69669	001	09601	10/11/2013	33705	56.38
								Summary Total	56.38
		ARMSTRONG BIDS	PV	69723	001	09805	9/27/2013	28497	125.50
								Summary Total	125.50
		ARMSTRONG TRAIL	PV	69724	001	09805	10/4/2013	31392	125.50
								Summary Total	125.50
								Payment Amount	707.13
100160	EH RENNER AND SONS INC	RE: 6203 RIVLYN AVE	PV	69602	001	09295	10/2/2013	000133550000	792.24
	EH RENNER AND SONS INC 15688 JARVIS STREET							Summary Total	792.24

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	ELK RIVER MN 55330								
				Payment Amount					792.24
106624	EHLERS AND ASSOCIATES, INC	TIF REPORTING	PV	69603	001	09201	10/10/2013	347026	175.00
	EHLERS & ASSOCIATES, INC	TIF REPORTING	PV	69603	002	09201	10/10/2013	347026	175.00
	3060 CENTRE POINTE DRIVE				Summary Total				350.00
	ROSEVILLE MN 55113-1105	COR TIF DISTRICT	PV	69604	001	09214	10/10/2013	347025	300.00
					Summary Total				300.00
				Payment Amount					650.00
100163	ELECTRIC SIGN AND LIGHTING INC	REPAIR AT OLD CH/FIRE STATION	PV	69725	001	09101	10/17/2013	17323	624.76
	ELECTRIC SIGN AND LIGHTING INC				Summary Total				624.76
	11328 ZANE AVENUE NORTH								
	CHAMPLIN MN 55316-3462								
				Payment Amount					624.76
104267	ELITE SANITATION	PORTABLE TOILETS-PARKS	PV	69726	001	09101	10/23/2013	21485	608.91
	ELITE SANITATION				Summary Total				608.91
	PO BOX 526								
	ELK RIVER MN 55330								
				Payment Amount					608.91
100167	ELK RIVER FORD INC	WORK ON 386	PV	69605	001	09101	10/14/2013	16061580/1	70.90
	ELK RIVER FORD INC.				Summary Total				70.90
	17219 HIGHWAY 10 NW	WORK ON 317	PV	69727	001	09101	10/23/2013	16062402/1	118.27
	PO BOX 304	WORK ON 317	PV	69727	002	09101	10/23/2013	16062402/1	69.30
	ELK RIVER MN 55330				Summary Total				187.57
				Payment Amount					258.47
100733	ELK RIVER WINLECTRIC CO	FUSE BLOCK	PV	69606	001	09101	10/9/2013	198304	96.32
	ELK RIVER WINLECTRIC CO				Summary Total				96.32
	12777 MEADOWVALE ROAD	MISC SUPPLIES	PV	69670	001	09101	10/14/2013	198304 02	25.30
	SUITE A				Summary Total				25.30
	ELK RIVER MN 55330								

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				Payment Amount					121.62
113321	FACTORY MOTOR PARTS	BRAKES FOR 653	PV	69607	001	09101	10/14/2013	6-1341847	203.00
	FACTORY MOTOR PARTS			Summary Total					203.00
	3731 THURSTON AVENUE	STEEL RIMS/WEIGHTS	PV	69671	001	09101	10/24/2013	6-1342984	58.08
	ANOKA MN 55303			Summary Total					58.08
		OIL FILTER FOR INVENTORY	PV	69729	001	09101	10/25/2013	6-1343128	25.52
				Summary Total					25.52
		BRAKES FOR 301	PV	69730	001	09101	10/30/2013	6-1343544	181.62
				Summary Total					181.62
		AIR FILTER 564	PV	69731	001	09101	10/25/2013	6-1343080	9.82
				Summary Total					9.82
				Payment Amount					478.04
107099	FASTENAL	MISC PARTS	PV	69608	001	09101	10/10/2013	MNTC8102937	29.00
	FASTENAL COMPANY			Summary Total					29.00
	P O BOX 978	MISC PARTS	PV	69672	001	09101	10/22/2013	MNTC8103249	7.64
	WINONA MN 55987			Summary Total					7.64
		HOLE SAW	PV	69732	001	09101	10/24/2013	MNTC8103340	11.35
				Summary Total					11.35
				Payment Amount					47.99
100176	FEDEX	DEL. TO LANDFORM	PV	69609	001	09101	10/16/2013	243484446	23.87
	FEDEX			Summary Total					23.87
	PO BOX 94515								
	PALATINE IL 60094-4515								
				Payment Amount					23.87
100143	FERGUSON WATERWORKS # 2516	METER PARTS	PV	69733	001	09601	10/22/2013	0057397	330.89
	FERGUSON WATERWORKS 2516			Summary Total					330.89
	P O BOX 802817	METER PARTS	PV	69734	001	09601	10/15/2013	0056618	363.01
	CHICAGO IL 60680-2817			Summary Total					363.01
		MISC PARTS	PV	69735	001	09601	10/16/2013	0056616	87.05
				Summary Total					87.05
				Payment Amount					780.95

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112020	FIELD LAW, P.A.	OCT 2013 BILLING	PV	69610	001	09101	10/15/2013	1013-20	270.00
	FIELD LAW, P.A. 2006 FIRST AVENUE NORTH SUITE 201 ANOKA MN 55303				Summary Total				270.00
					Payment Amount				270.00
101274	FRANZ REPROGRAPHICS	4 INKJET ROLLS	PV	69611	001	09101	10/2/2013	0000123755	119.91
	FRANZ REPROGRAPHICS 2781 FREEWAY BLVD BROOKLYN CENTER MN 55430				Summary Total				119.91
					Payment Amount				119.91
104268	FRONTIER PRECISION INC	DIGITAL MEASURING WHEEL	PV	69612	001	09101	10/10/2013	120034	166.44
	FRONTIER PRECISION INC 2020 FRONTIER DRIVE BISMARCK ND 58504				Summary Total				166.44
					Payment Amount				166.44
100189	G AND K SERVICES INC	UNIFORM CLEANING	PV	69613	001	09101	10/16/2013	1006765365	84.00
	G AND K SERVICES INC	UNIFORM CLEANING	PV	69613	002	09101	10/16/2013	1006765365	11.00
	PO BOX 1450-NW 7536	UNIFORM CLEANING	PV	69613	003	09101	10/16/2013	1006765365	155.32
	MINNEAPOLIS MN	UNIFORM CLEANING	PV	69613	004	09101	10/16/2013	1006765365	155.31
	55485-7536								
					Summary Total				405.63
		UNIFORM CLEANING	PV	69674	001	09101	10/23/2013	1006776625	92.50
		UNIFORM CLEANING	PV	69674	002	09101	10/23/2013	1006776625	12.00
		UNIFORM CLEANING	PV	69674	003	09101	10/23/2013	1006776625	76.52
		UNIFORM CLEANING	PV	69674	004	09101	10/23/2013	1006776625	76.52
					Summary Total				257.54
		FD MATS	PV	69736	001	09101	10/30/2013	1006787887	138.47
					Summary Total				138.47
		UNIFORM CLEANING	PV	69737	001	09101	10/30/2013	1006787889	87.00
		UNIFORM CLEANING	PV	69737	002	09101	10/30/2013	1006787889	11.00
		UNIFORM CLEANING	PV	69737	003	09101	10/30/2013	1006787889	134.02
		UNIFORM CLEANING	PV	69737	004	09101	10/30/2013	1006787889	134.02
					Summary Total				366.04
					Payment Amount				1,167.68
100650	GRAINGER	EAR PLUGS	PV	69738	001	09601	10/24/2013	9276990133	30.31

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	GRAINGER INC	EAR PLUGS	PV	69738	002	09601	10/24/2013	9276990133	30.31
	DEPT. 806511127	EAR PLUGS	PV	69738	003	09601	10/24/2013	9276990133	30.31
	PALATINE IL 60038-0001				Summary Total				90.93
		MISC SUPPLIES	PV	69739	001	09101	10/24/2013	9276990141	199.25
					Summary Total				199.25
					Payment Amount				290.18
100205	GREAT LAKES WEATHER SERVICE INC	RENEWAL- NOV 13- APR 14	PV	69673	001	09101	10/24/2013	101311	900.00
	GREAT LAKES WEATHER SERVICE INC N137 SWALLOW DRIVE STETSONVILLE WI 54480				Summary Total				900.00
					Payment Amount				900.00
109910	GREAT NORTHERN LANDSCAPE INC	LABOR TO PLANT TREES	PV	69675	001	09101	10/16/2013	9494	1,275.00
	GREAT NORTHERN LANDSCAPE INC 19720 IGUANA STREET NW ELK RIVER MN 55330				Summary Total				1,275.00
					Payment Amount				1,275.00
108628	GROVE NURSERY	TREES	PV	69676	001	09101	10/9/2013	24230700	3,147.47
	GROVE NURSERY				Summary Total				3,147.47
	9650 TRAIL HAVEN ROAD	TREES	PV	69677	001	09101	10/9/2013	24230300	2,575.69
	CORCORAN MN 55340				Summary Total				2,575.69
					Payment Amount				5,723.16
100211	HAWKINS INC	CHEMICALS	PV	69614	001	09601	10/8/2013	3523113	1,621.43
	HAWKINS INC P O BOX 860263 MINNEAPOLIS MN 55486-0263				Summary Total				1,621.43
					Payment Amount				1,621.43
105585	JOHNSON, BRUCE	REFUND OVRPYMT INV 1205	PV	69740	001	09400	10/29/2013	102913	883.00
	BRUCE JOHNSON 2519 LAKE STREET E OSAKIS MN 56360				Summary Total				883.00
					Payment Amount				883.00

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113511	JOHNSON, JENNIFER	REIMB- MILEAGE PLEAA MTG	PV	69678	001	09101	10/29/2013	102913	33.90
	JENNIFER JOHNSON 15378 WINTERGREEN STREET NW ANDOVER MN 55304					Summary Total			33.90
						Payment Amount			33.90
100240	K MART 3897	PD MISC PURCHASES	PV	69615	001	09101	10/14/2013	101413	40.12
	K MART 3897 1100 WEST HIGHWAY 10 ANOKA MN 55303					Summary Total			40.12
						Payment Amount			40.12
107712	KLAMM MECHANICAL CONTRACTORS	CH PUMP SEAL REPLACED	PV	69741	001	09101	10/18/2013	997023006159	1,150.00
	KLAMM MECHANICAL CONTRACTORS 12409 COUNTY ROAD 11 BURNSVILLE MN 55337					Summary Total			1,150.00
						Payment Amount			1,150.00
111501	LANDFORM PROFESSIONAL SERVICES	SEPT 13 STRM WTR COR PLAN	PV	69616	001	09605	10/15/2013	21750	1,440.50
	LANDFORM PROFESSIONAL SERVICES 105 5TH AVENUE SOUTH SUITE 513 MINNEAPOLIS MN 55401					Summary Total			1,440.50
						Payment Amount			1,440.50
100265	LINKS AT NORTHFORK	MISC BAL-CARTS HD	PV	69679	001	09297	10/28/2013	102813	390.00
	LINKS AT NORTHFORK 9333 - ALPINE DRIVE NW RAMSEY MN 55303					Summary Total			390.00
						Payment Amount			390.00
102954	LITTLE FALLS MACHINE INC	MISC PARTS	PV	69680	001	09101	10/16/2013	00051896	162.98
	LITTLE FALLS MACHINE INC 300 LINDBERGH DRIVE SOUTH LITTLE FALLS MN 56345-1598					Summary Total			162.98

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				Payment Amount					162.98
100266	LOGIS	SEPT 13 BILLING	PV	69742	001	09101	9/30/2013	37474	866.25
	LOGIS			Summary Total					866.25
	5750 DULUTH STREET	SEPT 13 BILLING	PV	69743	001	09101	9/30/2013	37383	10,391.00
	GOLDEN VALLEY MN 55422-4036			Summary Total					10,391.00
				Payment Amount					11,257.25
100270	MACQUEEN EQUIPMENT INC	MISC PARTS	PV	69681	001	09605	10/17/2013	2136026	1,755.65
	MACQUEEN EQUIPMENT INC			Summary Total					1,755.65
	595 ALDINE STREET	MISC PARTS	PV	69682	001	09605	10/15/2013	2136073	1,614.56
	ST PAUL MN 55104			Summary Total					1,614.56
				Payment Amount					3,370.21
100271	MAIN MOTORS	SPRINGS FOR 402	PV	69744	001	09101	10/22/2013	294004	30.20
	MAIN MOTORS			Summary Total					30.20
	435 WEST MAIN STREET	WORK ON 675	PV	69745	001	09101	10/28/2013	401232	100.00
	ANOKA MN 55303			Summary Total					100.00
				Payment Amount					130.20
100280	MED COMPASS INC	1 EXAM- C. FOSSUM	PV	69683	001	09101	10/8/2013	22283	75.00
	MED COMPASS INC 7841 WAYZATA BLVD MINNEAPOLIS MN 55426			Summary Total					75.00
				Payment Amount					75.00
100285	MET COUNCIL ENVIRONMENTAL SRV	DEC 2013 WASTE WATER	PV	69747	001	09602	11/4/2013	0001027130	48,695.99
	MET COUNCIL ENVIRONMENTAL SRV P O BOX 856513 MINNEAPOLIS MN 55485-6513			Summary Total					48,695.99
				Payment Amount					48,695.99
108208	METRO PRODUCTS INC	MISC PARTS	PV	69684	001	09101	10/21/2013	95167	194.90
	METRO PRODUCTS INC 7401 CENTRAL AVENUE NE FRIDLEY MN 55432			Summary Total					194.90

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				Payment Amount					194.90
100289	METRO SALES INC	COPIER CONTRACT JULY-OCT 13	PV	69746	001	09101	10/24/2013	560216	2,483.28
	METRO SALES INC	COPIER CONTRACT JULY-OCT 13	PV	69746	002	09101	10/24/2013	560216	742.06
	1620 EAST 78TH STEET MINNEAPOLIS MN 55423			Summary Total					3,225.34
				Payment Amount					3,225.34
106555	MINNEAPOLIS, CITY OF	SEPT 2013 TRANSACTIONS	PV	69617	001	09101	10/8/2013	400413004280	135.90
	MINNEAPOLIS FINANCE DEPT P O BOX 77038 MINNEAPOLIS MN 55480-7738			Summary Total					135.90
				Payment Amount					135.90
100303	MINNESOTA CONWAY INC	ABC BRASS VALVE	PV	69748	001	09101	10/25/2013	75707	161.38
	MINNESOTA CONWAY 575 MINNEHAHA AVE WEST ST PAUL MN 55103-1573			Summary Total					161.38
				Payment Amount					161.38
100329	MN FALL MAINTENANCE EXPO	MN FALL EXPO 2013	PV	69685	001	09101	10/12/2013	101213	180.00
	MN FALL MAINTENANCE EXPO ATTN: KATHY WARREN 828 SOUTH GREELEY STREET STILLWATER MN 55082			Summary Total					180.00
				Payment Amount					180.00
100224	MN OFFICE OF ENTERPRISE TECH SHARED SER.	SEPT 2013 WAN CHARGES	PV	69618	001	09101	10/8/2013	DV13090457	175.20
	MN OFFICE OF ENTERPRISE TECH SHARED TECH ROOM 510 658 CEDAR STREET ST PAUL MN 55155			Summary Total					175.20
				Payment Amount					175.20

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100345	NAPA AUTO PARTS ELK RIVER	COOLANT	PV	69619	001	09101	10/23/2013	706564	16.02
	NAPA AUTO PARTS ELK RIVER				Summary Total				16.02
	17137 YALE STREET NW	BATTERY CABLES/635 INVENTORY	PV	69686	001	09101	10/10/2013	704489	2.13
	P O BOX 1041	BATTERY CABLES/635 INVENTORY	PV	69686	002	09101	10/10/2013	704489	4.25
	ELK RIVER MN 55330				Summary Total				6.38
		D EARTH- FIRE DEPT	PV	69687	001	09101	10/9/2013	704269	256.18
					Summary Total				256.18
		MIRROR 644	PV	69688	001	09101	10/21/2013	706119	20.83
					Summary Total				20.83
					Payment Amount				299.41
113727	NEOPOST GREAT PLAINS	TAPES/INK CARTRIDGE	PV	69749	001	09101	10/21/2013	GPAR13620	197.18
	NEOPOST GREAT PLAINS 510 25TH AVENUE N SUITE 5B ST CLOUD MN 56303				Summary Total				197.18
					Payment Amount				197.18
100363	NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV	69620	001	09101	10/16/2013	164511	398.38
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433				Summary Total				398.38
					Payment Amount				398.38
108671	NORTHLAND BUSINESS SYSTEMS INC	CONTRACT FEB/13-FEB/14 PD	PV	69621	001	09101	10/14/2013	IN46627	587.81
	NORTHLAND BUSINESS SYSTEMS INC 1606 EAST CLIFF ROAD BURNSVILLE MN 55337				Summary Total				587.81
					Payment Amount				587.81
110547	NORTHWEST LIGHTING SYSTEMS CO.	MISC BULBS	PV	69622	001	09101	10/7/2013	77866	51.82
	NORTHWEST LIGHTING SYSTEMS CO.				Summary Total				51.82
	12001 RIVERWOOD DRIVE	MISC SUPPLIES	PV	69751	001	09101	10/23/2013	78301	96.68
	BURNSVILLE MN 55337				Summary Total				96.68
		MISC SUPPLIES	PV	69752	001	09240	10/22/2013	78265	63.06

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

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
					Summary Total				63.06
		MISC SUPPLIES	PV	69753	001	09240	10/23/2013	78328	179.55
					Summary Total				179.55
					Payment Amount				391.11
113866	OUTDOOR IMAGES INC	IRRIG. REPAIR SAVANNAH OAKS	PV	69623	001	09101	10/8/2013	108963	855.59
	OUTDOOR IMAGES INC 2551 GLENDALE ROAD HASTINGS MN 55033				Summary Total				855.59
					Payment Amount				855.59
113444	PRECISE	SOFTWARE/DATA	PV	69689	001	09101	10/17/2013	200-1000485	139.35
	PRECISE 501 EAST CLIFF ROAD SIUTE 100 BURNSVILLE MN 55337				Summary Total				139.35
					Payment Amount				139.35
107978	PREMIER COMMERCIAL PROPERTIES INC	LEASE FEE	PV	69624	001	09410	10/15/2013	3736	69.30
	PREMIER COMMERCIAL PROPERTIES INC				Summary Total				69.30
	6897 139TH LANE NW	BUILDING MANAGEMENT OCT 13	PV	69754	001	09410	10/31/2013	3742	200.00
	RAMSEY MN 55303	BUILDING MANAGEMENT OCT 13	PV	69754	002	09410	10/31/2013	3742	200.00
		BUILDING MANAGEMENT OCT 13	PV	69754	003	09410	10/31/2013	3742	200.00
					Summary Total				600.00
					Payment Amount				669.30
113737	RATWIK,ROSZAK AND MALONEY, PA	SEPT 13 BILLING	PV	69755	001	09101	10/1/2013	100113	4,452.92
	RATWIK,ROSZAK AND MALONEY, PA	SEPT 13 BILLING	PV	69755	002	09101	10/1/2013	100113	149.38
	300 U.S. TRUST BUILDING	SEPT 13 BILLING	PV	69755	003	09101	10/1/2013	100113	391.50
	730 SECOND AVENUE SOUTH MINNEAPOLIS MN 55402				Summary Total				4,993.80
					Payment Amount				4,993.80
110330	RESHETAR SYSTEM INC	DEMO 6710 HWY 10	PV	69625	001	09295	8/27/2013	13-15111	9,870.00

R04570

CITY OF RAMSEY
Create Payment Control Groups

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

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	RESHETAR SYSTEM INC				Summary Total				9,870.00
	730 BUNKER LAKE BLVD	REPAIR AT YORK CIRCLE	PV	69756	001	09101	10/30/2013	13-15661	1,550.00
	ANOKA MN 55303				Summary Total				1,550.00
		SUNFISH WASHOUT REPAIR	PV	69757	001	09605	10/30/2013	13-15681	790.00
					Summary Total				790.00
					Payment Amount				12,210.00
112475	S AND T OFFICE PRODUCTS INC	PD OFFICE SUPPLIES	PV	69626	001	09101	10/11/2013	01QA3490	178.88
	S AND T OFFICE PRODUCTS INC 1000 KRISTEN COURT ST PAUL MN 55110				Summary Total				178.88
					Payment Amount				178.88
113870	ST CLOUD TECHINCAL AND COMMUNITY COLLEGE	FIRE SCHOOL	PV	69690	001	09101	10/14/2013	00138032	100.00
	ST CLOUD TECHINCAL AND COMMUNITY COLLEGE BUSINESS OFFICE 1540 NORTHWAY DRIVE ST CLOUD MN 56303				Summary Total				100.00
					Payment Amount				100.00
112996	STANTEC CONSULTING SERVICES INC	MISC OCT 13 SERVICES	PV	69627	001	09804	10/10/2013	731292	534.75
	STANTEC CONSULTING SERVICES INC	MISC OCT 13 SERVICES	PV	69627	002	09804	10/10/2013	731292	720.75
	13980 COLLECTIONS CENTER DRIVE	MISC OCT 13 SERVICES	PV	69627	003	09804	10/10/2013	731292	558.00
	CHICAGO IL 60693				Summary Total				1,813.50
					Payment Amount				1,813.50
113665	STUDIO 55 ARCHITECTS LLP	SERVICES THROUGH SEPT 13	PV	69691	001	09805	10/10/2013	4	4,621.25
	STUDIO 55 ARCHITECTS LLP 10700 HIGHWAY 55 SUITE 317 PLYMOUTH MN 55441				Summary Total				4,621.25
					Payment Amount				4,621.25

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

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100485	TIMESAVER OFF SITE SECRETARIAL INC	OCT 2013 BILLING	PV	69628	001	09101	10/14/2013	M20101	1,019.15
	TIMESAVER OFF SITE SECRETARIAL INC 1056 JACKSON STREET S SHAKOPEE MN 55379-2077				Summary Total				1,019.15
					Payment Amount				1,019.15
105706	TINKLENBERG GROUP INC	OCT 13 BILLING	PV	69758	001	09400	11/4/2013	1899	1,653.86
	THE TINKLENBERG GROUP INC 11234 FOREST COURT NE BLAINE MN 55449-5920				Summary Total				1,653.86
					Payment Amount				1,653.86
108522	TOTAL CONTROL SYSTEMS, INC	REPAIR ON WELL 4,7 AND 2	PV	69759	001	09601	10/16/2013	6676	3,120.90
	TOTAL CONTROL SYSTEMS, INC P O BOX 40 STANCHFIELD MN 55080				Summary Total				3,120.90
					Payment Amount				3,120.90
100494	TRUGREEN CHEMLAWN INC	7401 E RAMSEY PRKY	PV	69692	001	09101	10/12/2013	13147919	1,052.72
	TRUGREEN CHEMLAWN INC				Summary Total				1,052.72
	11755 95TH AVENUE N	COR-NORTH COMMONS PARK	PV	69760	001	09101	10/21/2013	13499454	422.14
	MAPLE GROVE MN 55369				Summary Total				422.14
					Payment Amount				1,474.86
106812	TWIN CITY FILTER SERVICE INC	MISC FILTERS	PV	69629	001	09101	10/10/2013	0540629	605.39
	TWIN CITY FILTER SERVICE INC 2529 25TH AVE S MINNEAPOLIS MN 55406-1280				Summary Total				605.39
					Payment Amount				605.39
111742	TWIN CITY WATER CLINIC INC	10 WATER TESTS	PV	69630	001	09601	10/1/2013	4067	150.00
	TWIN CITY WATER CLINIC INC				Summary Total				150.00

CITY OF RAMSEY
Create Payment Control Groups

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

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	617 13TH AVENUE SOUTH HOPKINS MN 55343								
				Payment Amount					150.00
108662	UPS	DEL. MCDONALD CORP	PV	69631	001	09101	10/19/2013	00003529RW423	38.93
	UPS LOCKBOX 577 CAROL STREAM MN 60132-0577			Summary Total					38.93
				Payment Amount					38.93
105628	WELLS CATERING SERVICE	MEETING 10/15/2013	PV	69632	001	09101	10/15/2013	28374	88.71
	WELLS CATERING SERVICE			Summary Total					88.71
	7533 SUNWOOD DRIVE SUITE 108	MTG 10-29-13	PV	69761	001	09101	10/29/2013	28445	73.74
	RAMSEY MN 55303			Summary Total					73.74
				Payment Amount					162.45
100539	WRIGHT TIRE SERVICE INC	TIRES	PV	69633	001	09101	10/14/2013	2934	266.46
	WRIGHT TIRE SERVICE INC			Summary Total					266.46
	710 WEST MAIN STREET	TIRES	PV	69634	001	09101	10/15/2013	2989	482.30
	ANOKA MN 55303	TIRES	PV	69634	002	09101	10/15/2013	2989	495.65
				Summary Total					977.95
		TIRES FOR 651	PV	69762	001	09601	10/30/2013	3591	552.37
				Summary Total					552.37
				Payment Amount					1,796.78
106402	ZEP MANUFACTURING COMPANY	BRAKE WASH	PV	69693	001	09101	10/15/2013	900577320	668.80
	ZEP SALES & SERVICE 13237 COLLECTIONS CENTER DRIVE CHICAGO IL 60693			Summary Total					668.80
				Payment Amount					668.80
				Total Amount to be Processed					215,536.88
				Total Number of Payments to be Processed					84

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

RESOLUTION #13-11-193

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF OCTOBER 17, 2013 THROUGH NOVEMBER 6, 2013.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of October 17, 2013, through November 6, 2013, in the amount of $537,497.96; 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 October 17, 2013, through November 6, 2013, in the amount of $ 537,497.96.

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 Backous
Councilmember Tossey
Councilmember Johns
Councilmember Kuzma
Councilmember LeTourneau
Councilmember Riley

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 12th day of November 2013.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 8.**

Meeting Date: 11/12/2013

By: Diana Lund, Finance

Information

Title

Adopt Resolution #13-11-190 Adopting the 2014 Parking Ramp Maintenance Budget and Adopt Resolution #13-11-191 Allocating the Parking Ramp Maintenance Costs Per the Adopted 2014 Budget

Purpose/Background:

Purpose: Allocate costs of the municipal parking ramp to the respective users: City, Flaherty & Collins and Transit per the Parking Use and Maintenance Agreement (PUMA).

Background:

The city adopted an amended and restated Parking Improvement Use and Maintenance Agreement (PUMA) for Parking District A (City Municipal Ramp) on April 30, 2012 and First Amendment on January 8, 2013. This agreement obligates the owner of each parcel in Parking District A to pay the City for costs the city has or will incur to maintain, repair and replace the District A parking improvements based on an allocated costs assigned to each parcel.

Per the agreement, the city is required to prepare a budget for formal adoption at least 30 days prior to fiscal year end or by November 30 outlining the anticipated parking maintenance costs for the next fiscal year and adopt a resolution allocating the budgeted parking maintenance costs among the parcels per the parcels "allocated share".

The city's 2014 Parking Ramp Maintenance Budget is attached that also includes the calculation of each parcels allocated share.

Observations/Alternatives:

Per Sections 7-9 of the PUMA, the city is **required** to establish an annual parking maintenance budget and **allocate** the respective shares to those parcels receiving benefit.

Funding Source:

The parking ramp is funded by the budget of the Housing and Redevelopment Authority (HRA) and the allocated share charged to Flaherty and Collins-Residence at the COR for their use of 300 stalls in the parking ramp.

Recommendation:

Approve attached Resolution #13-11-190 Adopting the 2014 Parking Ramp Maintenance Budget

And

Approve attached Resolution #13-11-191 Allocating the Parking Ramp Maintenance Costs per the adopted 2014 budget based on each parcels allocated share as outlined.

Action:

Motion to recommend Council adopt Resolution #13-11-190 Adopting the 2014 Parking Ramp Maintenance Budget

and

Motion to recommend Council adopt Resolution #13-11-191 authorizing the allocation of the budgeted parking maintenance costs among the parcels as outlined.

Attachments

2014 Parking Ramp Budget
Res Adopt 2014 Ramp Maint Budget
Res Authoriz 2014 Ramp Maint Cost

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:37 PM
Form Started By: Diana Lund		Started On: 11/04/2013 07:53 AM
Final Approval Date: 11/07/2013		

Parking Ramp Maint Costs

For 2014		2014 Budget
Snow Removal - 6 8 Hour events (4 PW Maint Workers)		$ 5,807
Truck Costs per Fema Schedule-2 dump trucks ($53.50/each, 1 pickup($30.25/hr + 1 bobcat($18/hr) (6-8 hour events)		$ 7,452
Sidewalk 2 hours each 6 events (pw worker at $24.41/hr)		$ 361
Sidewalk machine per Fema Schedule $18 hour for 12 hours		$ 216
Maintenance Labor (Dan & Don 100 hr each, Jeff @ 50 hours)		$ 6,783
Fire Ext recharge		$ 300
Fire Alarm inspection		$ 550
Bulbs		$ 2,500
Elevator		$ 4,671
Wash Glass Windows		$ 533
Security		$ 336
Mn Dept Of Labor-Elevator Lic		$ 200
Misc Supplies		$ 1,000
Phone		$ 1,400
Electric-Connexus		$ 51,940
Water		$ 458
Mechanical Repairs		$ 2,000
Sweeping		$ 660
Liability Insurance	Based on annual 7% increase	$ 19,026
Administration of Agreement (1%)		$ 1,248
10% Contingency-Reserve Fund for future maint		$ 10,744
Total Expense		$ 118,185
Total Budgeted Expense		$ 118,185
F&C Allocated share 300 stalls/793 stalls)		$ 44,711
Stall Allocation % of Parking Ramp Costs		
Transit: 350 Stalls		$ 52,162
City Hall: 143 stalls*		**$ 21,312**
F&C: The Residence: 300 stalls		$ 44,711
Total Parking Ramp Allocation		$ 118,185

*** Per 1-8-13 Puma Amendment. 75 Muni Center & 68 unallocated for future use**

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-11-190

RESOLUTION ADOPTING THE 2014 CITY OF RAMSEY PARKING RAMP MAINTENANCE BUDGET

WHEREAS, the City of Ramsey Adopted an Amended and Restated Parking Improvement Use and Maintenance Agreement (PUMA) for Parking District A (Municipal Center Ramp) on April 30, 2012 and First Amendment on January 8, 2013; and

WHEREAS, the City of Ramsey is required to annually adopt a budget of parking ramp maintenance costs on or before the date thirty days prior to the beginning of each full fiscal year; and

WHEREAS, on or before the date thirty days prior to each full fiscal year, the City Council must adopt a resolution allocating the budgeted parking maintenance costs for that fiscal year among the benefitting parcels; and

WHEREAS, That the annual budget of the City of Ramsey for the fiscal year beginning January 1, 2014 is hereby adopted for the Parking Ramp Maintenance Fund in the amount of $118,185.

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

That the annual budget of the City of Ramsey for the fiscal year beginning January 1, 2014 is hereby adopted for the Parking Ramp Maintenance Fund as follows:

Expenses:

Operating Expenses	$118,185

That 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:

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 12th of November, 2013.

Mayor

ATTEST:

City Clerk

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #13-11-191

RESOLUTION AUTHORIZING THE ALLOCATION OF THE 2014 PARKING MAINTENANCE COSTS PER ALLOCATED SHARE ASSIGNED TO EACH PARCEL WITHIN PARKING DISTRICT A

WHEREAS, the City of Ramsey Adopted an Amended and Restated Parking Improvement Use and Maintenance Agreement (PUMA) for Parking District A (Municipal Center Ramp) on April 30, 2012 and First Amendment January 8, 2013; and

WHEREAS, the City of Ramsey is required to annually adopt a budget of parking ramp maintenance costs on or before the date thirty days prior to the beginning of each full fiscal year; and

WHEREAS, on or before the date thirty days prior to each full fiscal year, the City Council must adopt a resolution allocating the budgeted parking maintenance costs for that fiscal year among the benefitting parcels; and

WHEREAS, the share of the anticipated annual parking maintenance costs the City allocates to each parcel for each given fiscal year will be determined by multiplying the parcel's allocated share, which is the number of parking spaces assigned to that parcel within Parking District A divided by the total number of parking spaces within Parking District A.

WHEREAS, for fiscal year 2014 the parcel allocation of the 793 stalls is calculated as such:

Transit Parcel:	350 Stalls
City Hall Parcel:	143 Stalls
F&C Residence at the COR Parcel:	300 Stalls

WHEREAS, for fiscal year 2014, the budgeted park maintenance costs of $118,185 will be allocated as such based off of the stall allocation listed above:

Transit Parcel Budget Allocation:	$52,162
City Hall Parcel Budget Allocation:	$21,312
F&C Residence at the COR Parcel Budget Allocation:	$44,711

WHEREAS, for fiscal year 2014**,** the owners of each parcel must pay to the City the amount of the parking maintenance costs that the City Council has allocated to the parcel as listed above, by February 28, 2014.

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

1) That the Ramsey City Council hereby approves the annual allocation of 2014 budgeted Parking Ramp Maintenance Costs as follows:

Transit Parcel Budget Allocation:	$52,162
City Hall Parcel Budget Allocation:	$21,312
F&C Residence at the COR Parcel Budget Allocation:	$44,711

With payment due to the City by February 28, 2014.

That 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:

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 12th of November, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 9.**

Meeting Date: 11/12/2013

Submitted For: Patrick Brama, **By:** Patrick Brama, Administrative Services

Information

Title:

Adopt Resolution 13-11-184 Authorizing an Application for Tax Base Revitalization Account Grant (Old Municipal Center)

Purpose/Background:

Case Background

In the fall of 2012, the EDA and City Council authorized Staff to pursue a "Shovel Ready" development certification through the State of Minnesota to increase the marketability of the old municipal center site (for either a residential or data center development). For detailed background information on the old municipal center site development, please reference the *Old Municipal Center Background* section below.

In April 2013, Staff was directed by the EDA to apply for a MetCouncil Tax Base Revitalization Account (TBRA) Grant to help cover the cost of the State Shovel Ready certification process mentioned above. Said TBRA grant would pay back 50% of "Shovel Ready" costs incurred by the EDA in 2012; and would cover 75% of "Shovel Ready" costs the EDA will incur in 2013. In total, the EDA would receive a $14,800 grant from the MetCouncil for $21,800 of "Shovel Ready" work (about half of this work has already been completed).

NOTE: "Shovel Ready" work is specifically referring to hazardous materials testing (i.e. pre-demolition survey) and environmental assessments. "Shovel Ready" work does not include the City fronting the cost of infrastructure/ or site improvements to make a site "Pad Ready" for an end user. "Shovel Ready" is a purely informational process. For more information on the Minnesota "Shovel Ready" program please reference the following webpage: positivelyminnesota.com/Government/Shovel-Ready_Sites/

The application process for the TBRA grant outlined above requires a Resolution from Council to authorize an application. Due to a Staff oversight, the required Resolution was never adopted by the City Council. However, the grant application was still processed by the MetCouncil, with the *anticipation* said Resolution would be adopted. The City was awarded a $14,800 TBRA grant on June 17, 2013. In spite of the TBRA grant award, it is still very important the City pass the required resolution—in case the MetCouncil audits the City's grant application.

Purpose of case

Authorize Application for Tax Base Revitalization Grant Account Grant

Old Municipal Center Background

The EDA and City Council have expressed interest in developing the old municipal center site located at 15153 Nowthen Boulevard (the "Subject Property"). The Subject Property is 20.5 acres in size, is made up of two parcels and is the temporary location of City Fire Station #2. The City is considering two general development scenarios for the Subject Property: (1) a data center development and (2) a residential development. For more information on the future development of the old municipal center, please visit: http://www.cityoframsey.com/formerrmc.

As part of this effort, in the fall of 2012, Staff was directed by the EDA and City Council to pursue a "Shovel Ready" development certification through the State of Minnesota for the Subject Property. This purpose of this certification is to gather and organize information important to a developer regarding the Subject Property. Said information is used to answer common development questions and potential concerns. A shovel ready property is more desirable/marketable than a non-shovel ready property. This certification will hold value for the City regardless if the site is used for residential or a data center.

Notification:

(1) Provide update on zoning process (correspondence sent to surrounding property owners)

The next step in the process to develop the Subject Property is zoning. As it stands today, the Subject Property is located within the Public/Quasi Public Zoning District. A Comprehensive Plan and Zoning Amendment would need to be approved to allow for a data center user.

The EDA and City Council directed Staff to begin the zoning process by engaging surrounding property owners via an open house, to be held on April 18, 6-9 pm in the Council Chambers. Staff will report findings from said open house; and, develop a proposed zoning and long range planning solution for consideration. Staff recently sent out the attached correspondence to surrounding property owners. Purpose of said correspondence:

(A) Provide residents with detailed background information/notification of proposed development(s)
(B) Invite residents to provide input/feedback
(C) Invite residents to attend an open house on April 18, 6:00pm, Ramsey Municipal Center

(2) Discuss Phase II environmental assessment and grant opportunity

As a result of a phase I environmental assessment conducted in November 2012, three "recognized environmental conditions" were identified on the Subject Property. In order to clear said "recognized environmental conditions" from the property, as phase II environmental assessment would need to be conducted. Meaning, additional soil borings would need to be attained and reviewed.

Staff sent out a request for proposal (RFP) for a phase II environmental assessment in March. Responses ranged from $6,500-$10,000. Staff is aware of a grant opportunity to pay for the phase II environmental study, for the potentially needed response action plan (RAP) and for reimbursement on past environmental testing conducted on the Subject Property (50%). In total, the grant application would be near $10,000. The application deadline is May 1. The award date would be mid June. Staff would like EDA direction to pursue this opportunity.

This grant opportunity is called a "Tax Base Revitalization Account Grant" and is funded by the MetCouncil.

Observations/Alternatives:

NA

Funding Source:

Funding for this project was originally fronted by the EDA: Account 9230.6249 (Professional Services). However, with the proposed TBRA Grant the EDA will be reimbursed 50% of previously incurred costs; and, will be supplemented 75% of future costs related to site investigation work for the Subject Property.

For a detailed breakdown, please reference the attached budget sheet.

Recommendation:

Adopt Resolution 13-11-184 Authorizing an Application for Tax Base Revitalization Account Grant

Action:

Adopt Resolution 13-11-184 Authorizing an Application for Tax Base Revitalization Account Grant

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Attachments

RESOLUTION AUTHORIZING APPLICATION FOR TAX BASE REVITALIZATION ACCOUNT GRANT
TBRA Grant Application
Project Budget

Form Review

Inbox	Reviewed By	Date
Jo Thieling	Jo Thieling	10/29/2013 10:41 AM
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:00 PM
Form Started By: Patrick Brama		Started On: 10/28/2013 02:28 PM
Final Approval Date: 11/07/2013		

Attachment B1 -

RESOLUTION #13-11-184
CITY OF RAMSEY, MN

AUTHORIZING APPLICATION FOR
TAX BASE REVITALIZATION ACCOUNT GRANT

WHEREAS, the City of Ramsey is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2013 as determined by the Metropolitan Council, and is therefore eligible to make application apply for funds under the Tax Base Revitalization Account; and

WHEREAS, the City has identified a contamination investigation project within the City that meet the Tax Base Revitalization Account's purposes and criteria and are consistent with and promote the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS, the City has the institutional, managerial and financial capability to ensure adequate project and grant administration; and

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the contract grant agreements; and

WHEREAS, the City finds that the required contamination cleanup will not occur through private or other public investment within the reasonably foreseeable future without Tax Base Revitalization Account grant funding; and

WHEREAS, the City represents that it has undertaken reasonable and good faith efforts to procure funding for the activities for which Livable Communities Act Tax Base Revitalization Account funding is sought but was not able to find or secure from other sources funding that is necessary for cleanup completion.

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

The City Council authorizes submission of an application for Metropolitan Council Tax Base Revitalization Account grant funds and, if the City is awarded a Tax Base Revitalization Account grant for this project, the City will be the grantee and agrees to act as legal sponsor to administer and be responsible for grant funds expended for the project contained in the Tax Base Revitalization grant application.

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council the 12 day of November, 2013.

_____ ATTEST: _____
Sarah Strommen, Mayor Kurt Ulrich, City Administrator

METROPOLITAN COUNCIL LIVABLE COMMUNITIES

TAX BASE REVITALIZATION ACCOUNT

CONTAMINATION INVESTIGATION GRANT APPLICATION GUIDE & FORM

2013

METROPOLITAN COUNCIL

METROPOLITAN COUNCIL LIVABLE COMMUNITIES TAX BASE REVITALIZATION ACCOUNT

CONTAMINATION SITE INVESTIGATION GRANT APPLICATION GUIDE 2013

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Section 2: Eligible Applicants and Qualifying Sites i
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Metropolitan Council Tax Base Revitalization Account (TBRA) Application
Attachment A: Sample Investigation Budget
Attachment B: Sample City Resolution
Attachment C: Application Checklist

Questions? Contact the Metropolitan Council TBRA Grant Program Coordinator at (651) 602-1054

Section 1: BACKGROUND AND PURPOSE

The Metropolitan Livable Communities Act (MN Statutes Chapter 473.252) created the Tax Base Revitalization Account (TBRA). The Tax Base Revitalization Account provides funds to investigate and clean up polluted land in areas that have lost commercial/industrial activity to make them available for economic redevelopment that enhances the tax base of the recipient municipality while promoting job retention or job growth and/or the production of affordable housing. Contamination cleanup site investigation grants are intended for applicants that have a redevelopment site with suspected or perceived contamination and are seeking public funding to assist with the cost of determine the scope and severity of the contamination and to develop a cleanup plan. The investigation grants are intended to encourage an early start to the environmental remediation process. TBRA contamination cleanup site investigation funds are awarded on a competitive basis to redevelopment projects that demonstrate strong potential for future cleanup and redevelopment starting in the year following a grant award.

The TBRA funds are raised by a legislatively authorized levy capped at $5 million annually. The Contamination cleanup site investigation grants are offered at the same time as funding available for contamination cleanup. Up to $125,000 is available for contamination cleanup site investigation applications this funding cycle. Applications will be accepted on May 1. The Account is coordinated with complementary programs at the Minnesota Pollution Control Agency (PCA), the Minnesota Department of Employment and Economic Development (DEED), Hennepin County and Ramsey County.

Section 2: ELIGIBLE APPLICANTS and QUALIFYING SITES

The following entities are eligible to apply: statutory or home rule charter cities or towns that are *participating in the Metropolitan Livable Communities Housing Incentives Program.* Metropolitan counties and local development authorities (e.g., Housing and Redevelopment Authority, Economic Development Authority or Port Authority) are also eligible to apply for projects that are located in LCA-participating communities. A site may be privately owned. If funding is requested for use on more than one site within a community, a separate application should be submitted for each investigation site.

Contamination site investigation applications <u>will</u> be determined ineligible for funding if an analysis of the proposal determines:

- a current private property owner or developer caused the property to be contaminated;
- no known or suspected environmental contamination is demonstrated;
- an analysis of the proposal determines the funding is not needed in order for the project to proceed;
- the application does not score at least 50% (30 points) of the total points available (60 points); or
- for asbestos or lead-based paint survey requests, if the building area is less than 10,000 gross square feet per structure.
- project has an application under review for investigation of contamination through the Livable Communities Transit-Oriented Development program with an overlapping review period

Contamination site investigation applications <u>may</u> be determined ineligible for funding if:

- cleanup investigation funding is available from other public and private sources;
- the project requires extensive new regional infrastructure beyond that which is already planned; or
- the proposal is not consistent with the municipality's comprehensive plan (Minnesota Statutes §473.859, Subd. 5).

Section 3: ELIGIBLE and INELIGIBLE USE OF FUNDS

Eligible Uses:

TBRA contamination cleanup site investigation grants funds may be used for:

- conducting Phase I and Phase II environmental site assessments
- preparation of Response Action Plans (RAPs) developed in conjunction with the PCA for hazardous waste; or Development Response Action Plans (DRAPs) developed in conjunction with the PCA for petroleum; or
- preparing asbestos abatement plans that meet AHERA (Asbestos Hazard Emergency Response Act) and Minnesota Department of Health (MDH) standards; or
- preparing lead-based paint abatement plans that meet Minnesota Department of Health (MDH) standards and the Toxic Substances Control Act (TSCA).

Ineligible Uses:

- No investigation costs incurred prior to the date of a grant award will be eligible for consideration
- No contamination cleanup or abatement costs are eligible. (Applicants who have completed an environmental investigation and cleanup is necessary should apply to the Metropolitan Council's contamination cleanup grant category.)

Other ineligible costs

Also ineligible are "soft costs" such as administrative overhead, travel expenses, legal fees, bonds, insurance, permits, licenses or authorization fees, costs associated with preparing grant proposals or applications or bids, project coordination costs, operating expenses, planning costs, and prorated lease and salary costs.

More detail on eligible and ineligible costs is available on the Metropolitan Council website.

Section 4: OTHER REQUIREMENTS

Local Match Requirement

The applicant must pay for at least 25 percent of the total estimated investigation costs as a local match.

Award Limits

The maximum cleanup site investigation award is $50,000 per site. If requests for contamination cleanup and contamination site investigation grants combined exceed the available funds for an application cycle, no more than one-half of the funds may be granted to projects in a single city, and no more than three-quarters of the funds may be granted to projects located in cities of the first class (Minneapolis and Saint Paul).

Investigation Work Schedule

Environmental investigations must be completed before the expiration of the grant term. Investigation grants awarded for applications received will have a one-year grant term. No grant extensions will be considered. Projects that are awarded an investigation grant for soil or ground water investigations under review by the PCA VIC program are required to submit a sampling work plan to VIC for review and comment **prior** to submitting a RAP to the PCA.

Quality Site Assessments

For soil, ground water or soil vapor investigations, applicants must enroll in a PCA voluntary program and follow PCA investigation and RAP development guidelines to ensure the quality of site assessments and, if needed, in order to receive approval of the RAP by the PCA. RAP approval by the PCA is required for future applications for cleanup funding. For more information on the investigation and RAP development process contact Patrice Jensen at 651-757-2465 regarding the Voluntary Investigation and Cleanup (VIC) program or Stacy Van Patten at 651-757-2425 regarding the Petroleum Brownfields Program (PBP). To review guidance documents regarding the investigation and RAP development process online see http://www.pca.state.mn.us/cleanup/riskbasedoc.html.

Affordable Housing

Contamination cleanup site investigation grants are expected to demonstrate the potential for redevelopment. If the potential redevelopment includes an affordable housing component, for TBRA applications submitted in 2013, affordable housing is defined as ownership or rental housing affordable to households earning 60% of the area median income (AMI). Affordability limits for 2013 include any units for sale at $177,500 or less. For 2013, the maximum gross rent affordable at the 60% level was based on the number of bedrooms as follows: efficiency $865, 1-bedroom $927, 2-bedrooms $1,111, 3-bedrooms $1,284, 4-bedrooms $1,432 including tenant-paid utilities. **A minimum of 20% of the total housing units proposed must be affordable for a project to be considered for affordable housing points.**

Section 5: AWARDING GRANTS/COMPETITIVE PROCESS

The Livable Communities Act requires that the Metropolitan Council consider certain factors in order to ensure the highest return in public benefits for the public costs incurred. In order to evaluate applications, the following criteria will be assigned point values to compare each

applicant's proposal against the others in the grant cycle. Upon review, **applicants must score at least 50% (30 points) of the total points available (60 points) in order to be eligible for grant funding**. Consultation with Council staff and external partners, including DEED the PCA, and others informs the process of evaluating the applications.

Applications for contamination cleanup site investigation grants will be evaluated according to the extent to which they address the following:

Tax Base (5 points)	
Estimated increase to the tax base of the recipient municipality based on a project planned and/or committed to the site	5 points
Jobs and/or affordable housing (5 points):	
• Potential to increase the number of new full-time equivalent jobs for the region • Potential to retain existing jobs full-time equivalent jobs for the region • Potential to add affordable rental or ownership housing units	5 points
Brownfield clean up/environmental health improvements (15 points):	
Site to be investigated and ultimately cleaned up is one of the most contaminated sites and will provide the greatest improvement in the environment and the greatest reduction in human health risk compared to other cleanup-site investigation proposals	7 points
Site and suspected contamination will use green remediation practices	4 points
Applicant's track record of successful completion of cleanup of sites with prior Council-funded environmental investigations	4 points
Compact and Efficient Development (15 points):	
Show how the Investigation supports Metropolitan Council 2030 Regional Development Framework goals by:	
• Measuring anticipated density of the likely Project (Floor Area Ratio)	5 points
• Proximity of the potential development site to transit	5 points
• Re-use of vacant or abandoned sites	5 points
Readiness/Market demand (15 points)	
Demonstrate readiness to proceed with cleanup-site investigation	5 points
Demonstrate readiness to proceed with site cleanup	5 points
Demonstrate market demand for proposed redevelopment elements in the Project area and demonstrate readiness to promptly implement proposed project if/when TBRA funding is provided, including identifying a developer and any non-residential tenants	5 points

Partnership (5 points)	
Demonstrate any already established financial partnership. Points awarded for committing matching funds beyond minimum 25% match	5 points
TOTAL	**60 points**

Section 6: LOCAL SUPPORT

Any proposal for funds under this program must include a resolution of support from the local unit of government within which the project is proposed. [**See example, Attachment B1 and B2.**]

Section 7: REPORTING REQUIREMENTS

Recipients of Tax Base Revitalization Account grants must submit semiannual progress reports for active grants. At the end of the grant term, contamination site investigation grant award recipients must also submit a copy of the environmental investigation documents and approval of the response action plan by the PCA VIC and/or PBP programs.

Section 8: PROCEDURES

Applicants may write or call to request application packets from the Metropolitan Council, 390 North Robert Street, St. Paul, MN 55101-1805. Applications are also available online at http://www.metrocouncil.org/Communities/Services/Livable-Communities-Grants/Tax-Base-Revitalization-Account-(TBRA).aspx Contact the TBRA coordinator at 651-602-1054 if you have questions.

This Notice of Funding Availability is subject to applicable federal, state, and municipal laws, rules and regulations. The Metropolitan Council reserves the right to modify or withdraw this RFP at any time.

For projects that are awarded funding, a public representative for each project must attend a grantee orientation session to receive the grant agreement documents.

Section 9: APPLICATION FORMAT

One electronic copy in a Portable Document Format (PDF) of the attached application information and attachments must be submitted by the grant application deadline (May 1, 2013) by 4:00 PM. The completed application form and attachments should recognize text (either through a file conversion or use of optical character recognition (OCR)), allow text searches and include bookmarks.

Using Make-a-Map

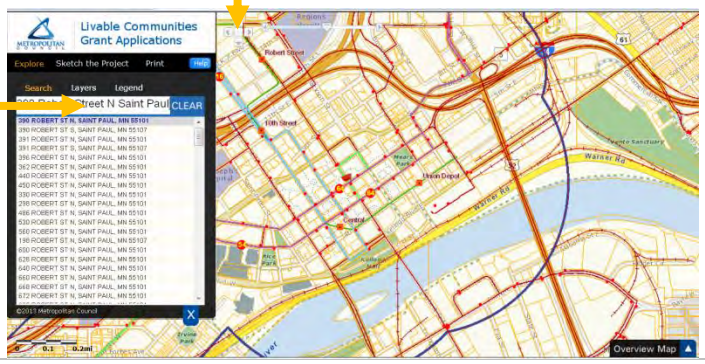
Livable Communities is excited to announce the release of an updated Make-a-Map tool, which has been customized for LCA Grants. To access Make-a-Map, follow this link:

http://giswebsite.metc.state.mn.us/publicmaps/lca

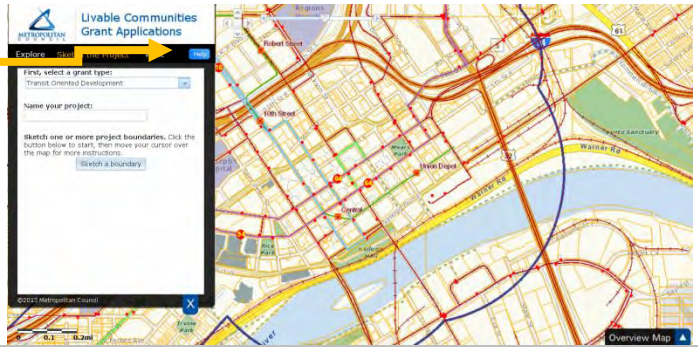
How Create the Required Maps

For more detailed instructions, click the blue “help” button

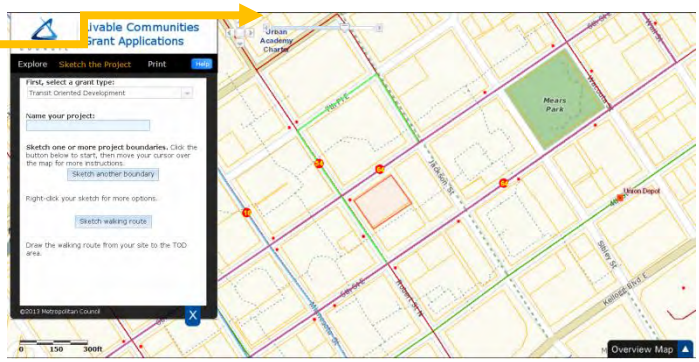
Enter an address or landmark in the search bar to navigate to your project area.

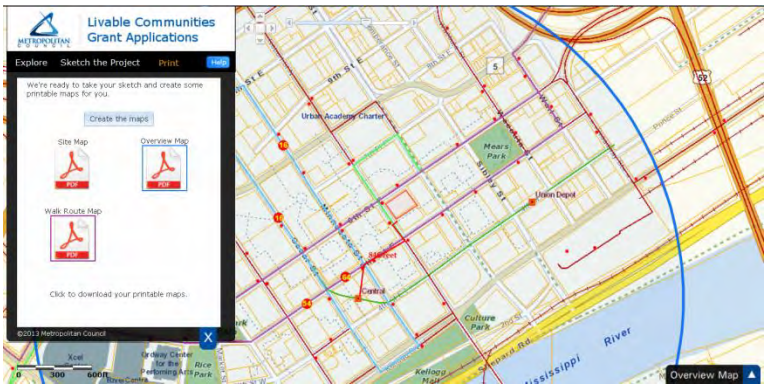


Click “Sketch the Project” and select the appropriate grant category, Tax Base Revitalization Account. Provide a name for your project. (This name will appear at the top of the map once the map is created.)



You may use the zoom and pan buttons to navigate to your project site. Click “Sketch a Boundary” and, using the crosshair as a guide, draw the project boundary. A gray polygon with a red outline will begin to appear. Once you have finished outlining the boundary, double click to close the polygon. If there are multiple, non-contiguous parcels that are part of your Project, you have the option of sketching another boundary.



Select “Print” and “Create the maps”. The system will generate 2 maps. (Please be patient – depending on your connection, it can take up to 1 minute to generate the maps.) Click each PDF to download them separately. Rename the files : “Aerial – [Project Name]” and “Site Map – [Project Name].” .	

Metropolitan Council Livable Communities
Tax Base Revitalization Account (TBRA)
2013 Contamination Investigation Application

Section 1: TBRA Project Identification			
1.	TBRA Project Name:	Old Municipal Center Site Development	
2.	Applicant (a city, county or development authority) Applicant's Project Contact Title Address Phone Email	City of Ramsey Patrick Brama Assistant to the City Administrator 7550 Sunwood Drive NW 763-433-9903 pbrama@ci.ramsey.mn.us	
	Authorized Contract Signatory: Name: Title:	 Kurt Ulrich City Administrator	
3.	Application Prepared By: Name Title Organization Phone Email	 Patrick Brama Assistant to the City Administrator City of Ramsey 763-433-9903 pbrama@ci.ramsey.mn.us	
4.	Redevelopment Location: City Address* PIN/PIDs*	 City of Ramsey 15153 Nowthen Boulevard NW 233225410019 and 233225410035	
5.	TBRA Funding Requested		
6.	General Type(s) of Contamination to be investigated by this funding request:	☒Soil investigation ☒Ground water investigation ☐Soil vapor investigation ☒Asbestos survey ☐Lead-based paint survey ☐Other (Identify) ☐ Unsure	
7.	Prior TBRA Funding	Has a prior TBRA grant been awarded for this redevelopment project? ☐Yes ☒No	

* If more space is needed please provide a single table in an Excel worksheet with addresses and PINs for each parcel as a separate attachment.

Section 2: Proposed Redevelopment Summary		
1.	Size of Project Area*	21.28 acres
2.	Proposed Redevelopment: Describe the likely use of the site after environmental investigation and cleanup is complete. At a minimum, include the proposed land use(s). In addition, include available estimates of square footage expected to be under construction within three (3) years or less. For redevelopment projects with a residential use, also indicate the expected number of units including any affordable units. The City of Ramsey completed a municipal owned land inventory exercise in in early 2012. The purpose of this exercise was to identify a list surplus City owned properties which are no longer needed for current or future City functions. The City reviews said list of surplus properties for consideration of sale. The ultimate goal of this process is to reduce the number tax exempt properties in the City of Ramsey. The Subject property was identified as unneeded for current and future City functions; and therefore has been determined as surplus City owned land. After clean up, this site will be used for a market rate single family residential development. The City estimates this site could be subdivided to allow for 47 single family homes to be placed on quarter acre lots. Included in this application is a residential development concept for the site; which gives a clear picture of what the proposed development would look like. This site is surrounded by single family residential units, it is located next door to Ramsey Elementary School, is connected to a number of parks by a network of trails, is located two miles from Ramsey's urban transit oriented development (The COR) and has easy access to a number of major roadways. In the past 10 years, no other City in Anoka County has added as many residents as Ramsey. The City expects this trend to continue. Therefore, the City is confident this site could be fully developed in three years. Units are expected to be 2,100-2,400 square feet (building footprint) each. The City predicts a number of units will be affordable housing as outlined in this application ($177,500 or less). Said specifications match existing surrounding single family residential neighborhoods. However, the City is not is a position to 'guarantee' what a future developer will build; and where market prices will be. This 21 acre site has been tax exempt for about 40 years; a major impetus for this project is to get this property back to a taxable status.	

Section 3: Site History and Current Site Characteristics		
1.	Site History	Summarize the previous land use(s) on the project site. The City's former municipal center complex is located on this site today. This complex contains two separate buildings. One building is about 5,000 square feet (footprint) and was built in the early 1980's. The second building is about 11,000 square feet (footprint) and was building in 1977. Including parking, the two buildings cover less than 15% of the entire property. The larger of the two buildings has mold issues and materials containing asbestos. The City is partially utilizing one of the two buildings as a temporary fire station today. However, both buildings remain largely vacant. The City is prepared to move the temporary fire station when needed. Based on historical aerial photos dating back to 1940, this site was used as farmland until its development into the former Ramsey Municipal Center complex in 1977. It is the City's assumption it was used as farmland since original settlement.
2.	Current/Most Recent Use	Identify the current land use(s) on the project site. ☐Single-family residential ☐Duplex/triplex/townhouse ☐Multifamily residential (4 units or more) ☐Commercial ☐Industrial ☒Vacant lot(s) ☒Other About 85% vacant. About 15% is utilized as the former municipal center comlex (vacant).
3.	Development Status	☒Vacant Lot ☒Partially developed site ☐Fully-Developed site
4.	Current Condition	Identify the number and maximum height of the existing buildings on the site. Number of Buildings:2 Maximum Height (in stories) 2
		Describe the physical condition of the existing buildings, if any, on the site. The physical condition of the larger older building is fair/substandard. The building is usable, but would require a substantial investment. Mold, outdated mechanical equipment, asbestos and cracked walls are some of the major issues. The physical condition of the smaller newer building is fair. This building is useable, with a modest investment. However, because of the size and configuration of the building, it is unneeded by the City. Additionally, the size of this building in comparison to the size of the site makes it rather insignificant. NOTE: attached are building images.

Section 3: Site History and Current Site Characteristics

5.	Existing Developed Space and Occupancy	What is the amount of gross developed space with the project site? 926,997 square feet		
		Residential space	926,997 square feet	0 % occupied
		Commercial space	square feet	% occupied
		Industrial or Utility space	square feet	% occupied
		Institutional	square feet	% occupied
		Other	square feet	% occupied
		TOTAL	926,997 square feet	0 % occupied
6.	Vacancy	For undeveloped lots, how long has the lot(s) been vacant? 7 Years Months Additional comments: The northern lot has been vacant (less the temporary fire station) since 2006. The southern lot has remained vacant since the City purchased the property in the 1970's (35+ years).		
		For buildings that are 100% vacant, how long have the buildings been vacant? 7 Years Months Additional comments:		
7.	Transit Service	☐Yes ☒No Project is within ¼ mile of existing transit service. *If yes, list route(s).*There is no fixed transit service available within 1/4 of a mile. Anoka County Travler, known as dial-a-ride, is available. This site is within two miles of the Ramsey Rail Station (Northstar Commuter Rail Line). What is the distance to the nearest transit stop? 10,560 feet		

Section 4: Property Owner and Developer

1.	Current Property Owner(s)* City of Ramsey Address 7550 Sunwood Drive NW City/State/ZIP Ramsey, MN 55303 Phone 763-433-9903 Date owner assumed possession of site 1977 (month & year) ☐Yes ☒No Is any portion of the project site in foreclosure? ☐Yes ☒No Is any portion of the project site lender-owned (real estate owned (REO)) property?
2.	Access Rights ☒Yes ☐No Is right of access/right of entry to the property in place? If no, when is the property expected to be accessible for additional investigation and/or cleanup?
3.	Developer Who will develop the site? To be determined. The City will be listing the property as soon as the site investigation is completed (it is important information for a buyer). ☒Yes ☐No Will the developer own the property? If yes, when was/will the property be purchased? (month & year) For what amount? $650,000.00
4.	Future Owner(s)* Who will own the property in the project site after development? TBD When was/will the property be purchased? (month & year) For what amount?

* (If there are more than two owners please identify ownership of each parcel as an attachment.)

Section 5: Investigation Status

1. Prior Investigation Work:

☒Yes ☐ No Has a phase I environmental site assessment been completed for any portion of the project site?

☐Yes ☒ No Is a PCA-approved work plan in place to begin a Phase II environmental site assessment?

☒Yes ☐ No Has any of the work plan been implemented?

Submit copies of any prior reports documenting environmental investigation activities that have been conducted at the site to date.

2. Contaminants of Concern:

What contaminants of concern have been suspected or identified at the site? (Include known contaminants to be addressed by non-TBRA funding sources.)

A completed pre demolition survey uncovered asbestos containing materials in the older building located on the site. A completed Phase I Environmental Assessment identified two recognized environmental conditions: a removed 3,000 gallon fuel oil tank; and an oil-water separator tank with floor drains which were connected to a former septic tank. Additionally, the firm that conducted the Phase I Environmental Assessment recommended the City further investigate a number of unidentified soil mounds found on the property. For detailed information, please review the attached Phase I report.

What is the likely source of contamination?

Petroleum from floor drains, petroleum from former fuel-oil tank and asbestos containing construction materials. For detailed information, please review the attached Phase I report.

2. Responsible Party:

☒Yes ☐No Has a responsible party been identified for the contamination? ? If yes, the responsible party(parties) is (are): City of Ramsey

☒Yes ☐ No Is there a cost-recovery plan in place to recover costs from responsible parties? *Explain*.

The City is the current owner and responsible party. Therefore, the City is ultimately responsible for cleanup costs. The City will pay for clean up costs through the use of various funding sources (grants, land proceeds, professional service accounts, etc.).

3. Cleanup Oversight

☐Yes ☒ No Is the project site currently enrolled in a PCA program

Which of the following program(s) is the project actively enrolled in at the time of the TBRA application?
☐Voluntary Investigation and Cleanup (VIC)
☐Petroleum Brownfield Program (PBP)
☐Petroleum Remediation Program (PRP)
☐Resource Conservation and Recovery Act (RCRA) Corrective Action Program
☐Superfund Program
☐Other (Identify):
☐ None of the above

Identify the MPCA project staff assigned to the project:

VIC Program ID	
VIC Project Manager	

Section 5: Investigation Status			
	PBP Program ID PBP Project Manager: LUST Program ID LUST Project Manager: Other (Identify)		
	Environmental Consultant: ☐Yes ☒ No Has an environmental consultant been hired? Identify the current environmental consultant(s) working on the project.		
	Consultant Name Consultant Company Consultant Address Consultant Phone Consultant Email		

Section 6: Investigation Objectives	
1.	Summarize the objective of the planned investigation. 1. Conduct Phase I Environmental Assessment (completed December 2012) 2. Conduct Pre Demolition Survey (completed December 2012) 3. Conduct Phase II Environmental Assessment and Response Action Plan 4. Conduct Asbestos Abatement Plan Overarching objective: clean up the site, or at least identify what issues are present, and position for sale to a developer. Further, the City would like to develop this tax exempt infill site and bring it back to a taxable status.
2.	What liability assurance letter(s) will be sought from the PCA? Voluntary Investigation and Cleanup Program Letters: ☐No Association Determination or retroactive No Association Determination ☐No Action or No Further Action Letter ☐No Action Agreement or Covenant Not to Sue ☐Off-Site Source Determination or Agreement under the Land Recycling Act (Minn. Stat. 115B.177) ☐Certificate of Completion under the Land Recycling Act (Minn. Stat. 115B.175) Petroleum Brownfields Program Letters: ☒Leak Site Tank Removal Verification Letter ☐Leak Site File Closure Confirmation Letter ☐Off-Site Tank Release Determination Letter ☐General Liability Letter ☐Other Liability Assurance Letter (Describe): ☐ None of the above ☒ Unsure

3.	Describe how the proposed site assessment work plan, feasibility study, and/or remedial alternatives to be considered will incorporate green remediation practices. All contractors will minimize the number of trips to the site and will use electronic documents for all correspondence. The two vendors that have been selected to conduct work on the site are located locally (one in Ramsey and one in neighboring Anoka). The contractor selected to complete the RAP will evaluate their process to minimize the amount of soil that needs to be removed; and, attempt to identify how the property could be utilized to reduce the impact of contaminated soils on future users. Asbestos abatement plan contractor will specify recycling of material versus disposal. For example, by using abatement plans as proposed by the contractor, 30% more concrete could be recycled; rather than wasting material (estimated). What green remediation practices will be incorporated within the proposed assessment work plan, feasibility study, and/or remedial alternatives analysis? Same as above. More/specific information will be available in next step of the process—demolition of building and site cleanup (if needed). What measures or metrics will be included within the environmental investigation documentation to assess green remediation practices? NA. More/specific information will be available in next step of the process—demolition of building and site cleanup (if needed).

Section 7: Investigation Budget

1. What is the total expected investigation and RAP development cost? $21,842.00

How much are you requesting from the Metropolitan Council? $14,821.00

(This amount cannot exceed $50,000 or 75% of the total grant-eligible investigation cost yet to be incurred, whichever is less.)

☐Yes ☐No Is the project eligible for EPA community-wide assessment funding administered by a city or county or public authority?

Please indicate if public environmental investigation funding for any portion of the project site has been requested or received from one of sources below.

Source	Requested	Received	Amount Received
Federal (e.g., locally administered EPA assessment grant such as Dakota County Brownfield Grant Assessment Program)			
State (e.g., DEED contamination investigation funding, MPCA Targeted Brownfield Assessment Program)			
County (e.g., Hennepin or Ramsey County Environmental Response fund)			
Local (e.g., tax abatement, tax increment financing, special service area fees)			
Other (Specify)			

2. Attach a budget of recently completed and planned eligible environmental investigation and RAP development activities (see sample, Attachment A) including:

- description of the activity
- % complete
- date completed (if applicable)
- estimated cost
- sources of funding

Section 8: Redevelopment Potential	
1.	Market Demand Describe the anticipated market demand for the proposed redevelopment identified in Section 2. This site will be used for a market rate single family residential development. The City estimates this site could be subdivided to allow for 47 single family homes to be placed on quarter acre lots. Included in this application is a residential development concept for the site; which gives a clear picture of what the proposed development would look like. This site is located adjacent to Ramsey Elementary School and is connected to several nearby parks by an extensive trail system. Also, this site is located two miles from Ramsey's new urban transit oriented development (The COR); which includes the new Ramsey Rail Station. In the past 10 years, no other City in Anoka County has added as many residents as Ramsey. The City expects this trend to continue. Therefore, the City is confident this site could be fully developed in three years—add 47 additional single family homes.
	Identify the anticipated end-stage user(s).Single family residential (homeowners).

Section 8: Redevelopment Potential

2. Redevelopment Project Status

Check the boxes of the development milestones below and indicate related completion dates.

	Activity	Done	NA	Completion / Expected Completion Date (Month & Year)
Pre-Development Activities	Current conditions in the redevelopment area have been assessed	☒	☐	Sep-2013
	Visioning process completed	☒	☐	Mar-2013
	Concept planning completed	☒	☐	Mar-2013
	Feasibility studies completed	☒	☐	Mar-2013
	Site control achieved	☒	☐	Jan-1977
	Phase I environmental site assessment completed	☒	☐	Dec-2012
	Phase II environmental site assessment work plan approval by PCA	☐	☒	
	Phase II environmental site assessment completed	☐	☐	Jul-2013
	Hazardous materials surveys completed	☒	☐	Dec-2012
	Redevelopment alternatives analysis completed	☒	☐	Apr-2013
	Specific redevelopment project identified	☐	☐	Jun-2013
	Detailed design concept completed	☐	☒	
	Response action plan completed	☐	☐	Jul-2013
	Response action plan approval by PCA	☐	☒	
	Historic preservation review completed	☐	☒	
	Site plan completed	☐	☒	
	Redevelopment designs completed	☐	☒	
Cleanup Activities	Hazardous materials abatement completed	☐	☐	Jun-2014
	If necessary, demolition completed	☐	☐	Jul-2014
	Cleanup implementation started	☐	☐	Jun-2014
	Cleanup Complete	☐	☐	Jul-2014

Section 8: Redevelopment Potential

3. Provide additional supporting documentation that demonstrates an ability to proceed with development once the site is cleaned up. For example:

- purchase option agreement
- development agreement
- proposed site plan
- CAD images, elevations or renderings of the completed redevelopment project
- letters of credit or other funding commitments
- capital improvement plans
- city council resolutions, site plan or zoning approvals

4. Floor Area Ratio:

What is the maximum floor area ratio expected for the likely use described above? (Divide the expected gross square footage of all proposed new or renovated structures to be developed on the site divided by gross square footage of the project area. The "project area" is defined as the parcel(s) that are essential to cleaning up the site and implementing the proposed project.)

112800	/	926997	=	12.2%
Maximum floor area (Gross SF)		Site area (SF)		FAR

5. What is the maximum height allowed according to the existing zoning? 35

What is the maximum lot coverage allowed according to the existing zoning? 35%

6. Affordable Housing

If the proposed redevelopment includes an affordable housing component, for TBRA applications submitted in 2013, affordable housing is defined as ownership or rental housing affordable to households earning 60% of the area median income (AMI). Affordability limits for 2013 include any units for sale at $177,500 or less. For 2013, the maximum gross rent affordable at the 60% level was based on the number of bedrooms as follows: efficiency $865, 1-bedroom $927, 2-bedrooms $1,111, 3-bedrooms $1,284, 4-bedrooms $1,432 including tenant-paid utilities. (A minimum of 20% of the total housing units proposed must be affordable for a project to be considered for affordable housing points.)

	Ownership Units	Rental Units
Total Units	47	
Affordable Units	0	

Section 8: Redevelopment Potential	
7.	Efficient Use of Current Infrastructure ☐Yes ☒No Will the project require substantial infrastructure investments (both existing capacity and new capacity needed), including roads and/or highways, transit, wastewater, utilities, telecommunications infrastructure, or other infrastructure? If "Yes", describe the infrastructure needs and the plans to provide them, including how the investments will be funded NOTE: The development of this property will efficiently utilize existing public and private utilities/ infrastructure; and will not require extension of services. This project is an "infill" development; and will not create/add sprawl.
8.	Consistency with Local Comprehensive Plan: Describe how the proposed redevelopment is consistent with the planned land use identified in the local comprehensive plan that has been reviewed by the Metropolitan Council and any adopted area or neighborhood plan(s) As the previous location of the Ramsey Municipal Center and current location for Fire Station #2, the site is currently guided as Public/ Quasi Public. Any future development will necessitate a Comprehensive Plan Amendment. If inconsistent, describe how the plan and the project will be made consistent. The City will work through the proper process to ensure compliance with the Comprehensive Plan through a Comprehensive Plan Amendment and Zoning Amendment to the Official Zoning Map. The City has alway begun the long range planning process by hosting an open house with stakeholder groups to discuss compatible land uses. Staff is in the process of compiling this data. It is anticipated that the City Council will provide some direction on moving forward in summer of 2013. An exact date of the Comprehensive Plan Amendment has nit yet been determined.
9.	Submit a map showing the project boundary and the planned land use from the *city comprehensive plan* **and** any *adopted area or neighborhood plan*.

* The "project area" is defined as the extent of the contamination and the area immediately around it that is essential to cleaning up the site and implementing the proposed redevelopment construction within 3 years.

Section 9: Tax Base		
1.	Current Net Tax Capacity*	
	What is the taxable market value of the property as established by an assessor as of January 2, 2013?	$1,915,000.00
	What is the property class *type* according to the Class Rate Percentages of Real and Personal Property by Property Type established by the Minnesota Department of Revenue?	Tax Exempt
	What is the property class *rate(s)* according to the Class Rate Percentages of Real and Personal Property by Property Type established by the Minnesota Department of Revenue?	NA
	What is the net tax capacity for the project site based on the taxable market value as assessed on January 2, 2013?	$0.00
	(The net tax capacity is the product of the current taxable market value multiplied by the class rate(s) for the specific property type (e.g. 3a Commercial-Industrial First $150,000 1.5%, over $150,000 2% or 4a Rental Housing 1.25%). Additional property tax class rates may be found at the Minnesota Department of Revenue at the following link: *Class Rates for Real and Personal Property by Property Type*)	
2.	Property Taxes:	
	What are the estimated property taxes for the project site payable in 2014? OR	$0.00
	What annual payments-in-lieu of taxes (PILOT) will be made for the project site upon completion?	$0.00
	For how long?	NA
3.	Projected Net Tax Capacity*	
	What is the future estimated market value of the proposed improvements after the site is cleaned and developed (excluding land value)?	$7,632,941.00
	What is the proposed property class *type* established by the Minnesota Department of Revenue for the proposed redevelopment?	1A Residential Homestead
	What is the expected property class rate(s) based on the most recent existing rates established by the Minnesota Department of Revenue?	1.0%
	What will the estimated net tax capacity of the proposed improvements be after cleanup and construction (excluding land value)?	$76,329.00
	For what tax year?	2013

*For project sites with more than one parcel, please enter *current* tax information for each parcel in a separate Excel worksheet accompanying the application form. If parcels will be combined or re-subdivided, use the projected values for each of the *new* parcels within the property. For parcels with more than one property classification, please enter the values of each classification separately.

Section 10: Jobs

1. Identify the new and/or retained permanent living wage jobs expected to be located on the project site when the development is complete. (For the purposes of this application: Full-time jobs are the number of hours *defined by the employer* as a full-time work week. Part-time jobs are any jobs that are a fraction of the full-time jobs. Full-time equivalent jobs are based on the number of full-time and part-time hours divided by a *40-hour work week*.)

   New jobs are defined as jobs that did not exist within the 7-county region (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington) prior to completion of the proposed development.

   Retained jobs are defined as jobs existing within the 7-county region (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington) prior to the application date.

	FTE	Full Time	Part Time
Projected Total *New* Jobs	0.00	0	0
Projected Total *Retained* Jobs	0.00	0	0

2. Describe the methods used to estimate the new and/or retained jobs identified above.

   NOTE: this project will not create permanent employment on site. However, the construction of 47 single family units will result in a number of temporary jobs over the course of 2-3 years. Additionally, 47 new families located in this neighborhood will support existing and future businesses in Ramsey.

NOTE: this project will not create permanent employment on site. However, the construction of 47 single family units will result in a number of temporary jobs over the course of 2-3 years. Additionally, 47 new families located in this neighborhood will support existing and future businesses in Ramsey.

Attachment A – SAMPLE SITE INVESTIGATION & REMEDIATION PLAN DEVELOPMENT BUDGET

Tax Base Revitalization Account

PROPOSED PROJECT BUDGET FOR BLOCK "Z" SITE

___City____, MN

I. USES

A. Phase I environmental site assessment (Complete, March)..... $2,500

B. Hazardous Materials Survey (0% Complete) $3,000

B. Phase II environmental site assessment (0% Complete) $35,000

C. Preparation of RAP (0% Complete) $18,000

Total $58,500

II. SOURCES

1. TBRA (75 % of eligible project budget)/ Pending [Date] $42,000

2. Property Owner (previously incurred costs)..... $2,500

3. Developer (25% match) $14,000

Total $58,500

Attachment B1 - SAMPLE CITY RESOLUTION - Tax Base Revitalization Account

RESOLUTION NO. _____

CITY OF _____, MINNESOTA

AUTHORIZING APPLICATION FOR THE TAX BASE REVITALIZATION ACCOUNT

WHEREAS the City of _____ is a participant in the Livable Communities Act's Local Housing Incentives Account Program for 2013 as determined by the Metropolitan Council, and is therefore eligible to make application apply for funds under the Tax Base Revitalization Account; and

WHEREAS the City has identified a contamination investigation project within the City that meet the Tax Base Revitalization Account's purposes and criteria and are consistent with and promote the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS the City has the institutional, managerial and financial capability to ensure adequate project and grant administration; and

WHEREAS the City certifies that it will comply with all applicable laws and regulations as stated in the contract grant agreements; and

WHEREAS the City finds that the required contamination cleanup will not occur through private or other public investment within the reasonably foreseeable future without Tax Base Revitalization Account grant funding; and

WHEREAS the City represents that it has undertaken reasonable and good faith efforts to procure funding for the activities for which Livable Communities Act Tax Base Revitalization Account funding is sought but was not able to find or secure from other sources funding that is necessary for cleanup completion and states that this representation is based on the following reasons and supporting facts:

BE IT FURTHER RESOLVED that, the City Council of _____ authorizes _____ to submit an application for Metropolitan Council Tax Base Revitalization Account grant funds and, if the City is awarded a Tax Base Revitalization Account grant for this project, the City will be the grantee and agrees to act as legal sponsor to administer and be responsible for grant funds expended for the project contained in the Tax Base Revitalization grant application submitted on May 1, 2013.

_____ _____

Mayor Clerk

Attachment B2 - Sample Resolution for County/EDA/HRA/Port Authority Applicants

RESOLUTION NO. _____

COUNTY/EDA/PORT AUTHORITY OF _____, MINNESOTA

AUTHORIZING APPLICATION FOR THE TAX BASE REVITALIZATION ACCOUNT

WHEREAS the County/EDA/HRA/Port Authority of _____ is eligible to apply for Livable Communities Tax Base Revitalization Account funds on behalf of cities participating in the Livable Communities Act's Housing Incentives Program for 2013 as determined by the Metropolitan Council; and

WHEREAS the County/EDA/HRA/Port Authority has identified a contamination investigation project within the City of _____ that meet the Tax Base Revitalization Account's purposes and criteria and are consistent with and promote the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council's adopted metropolitan development guide; and

WHEREAS the County/EDA/HRA/Port Authority has the institutional, managerial and financial capability to ensure adequate project administration; and

WHEREAS the County/EDA/HRA/Port Authority certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

WHEREAS the County/EDA/HRA/Port Authority finds that the required contamination cleanup will not occur through private or other public investment within the reasonably foreseeable future without Tax Base Revitalization Account grant funding; and

WHEREAS the County/EDA/HRA/Port Authority represents that it has undertaken reasonable and good faith efforts to procure funding for the activities for which Livable Communities Act Tax Base Revitalization Account funding is sought but was not able to find or secure from other sources funding that is necessary for cleanup completion and states that this representation is based on the following reasons and supporting facts:

BE IT FURTHER RESOLVED, the County/EDA/HRA/Port Authority of _____ authorizes its' Executive Director to submit an application for Metropolitan Council Tax Base Revitalization Account grant funds and, if the County/EDA/HRA/Port Authority is awarded a Tax Base Revitalization Account grant for this project, the County/EDA/HRA/Port Authority will be the grantee and agrees to act as legal sponsor to administer and be responsible for grant funds expended for the project contained in the Tax Base Revitalization grant application submitted on May 1, 2013 on behalf of the City of _____, where the project is located.

Adopted this ___ day of _____, 2013.

_____

Executive Director

Appendix B2: Sample Resolution of Support for TBRA Application

RESOLUTION NO. _____

CITY OF _____, MINNESOTA

RESOLUTION IDENTIFYING SUPPORT OF AN APPLICATION FOR A LIVABLE COMMUNITIES TAX BASE REVITALIZATION ACCOUNT (TBRA) GRANT SUBMITTED ON BEHALF OF A COUNTY, EDA, HRA OR PORT AUTHORITY.

As a participant in the Metropolitan Council's Livable Communities Local Housing Incentives Account program, the city of_____ (name of city or township) supports the application, and any resulting funding award, for the _____(project name) being submitted by the _____(name of eligible county/EDA/HRA/Port Authority).

Adopted this ___ day of _____, 2013.

_____ _____

Mayor Clerk

Attachment C - Application Checklist

Applications are due by 4:00 PM on application due date (May 1, 2013) and addressed to the following:

Marcus Martin
Metropolitan Council
Livable Communities
390 Robert Street North
Saint Paul, Minnesota 55101-1805

TBRA Contamination Cleanup Site Investigation Application Contents:

- ☐ Original Portable Document Format (PDF) copy of the completed TBRA application form. (The completed application form and attachments should recognize text (either through a file conversion or use of optical character recognition (OCR)), allow text searches and include bookmarks to each of the application sections and application attachments.)

Application Attachments

- ☐ Legal Description of Site
- ☐ Maps (include project boundary)
  - ☐ Site Location Map using LCA Make-a-Map
  - ☐ Aerial Map of Site using LCA Make-a-Map
  - ☐ Planned Land Use Map from city comprehensive plan
  - ☐ Site Plan Map
- ☐ Project Images and Figures
  - ☐ Current Conditions (Include image(s) of building interiors for abatement requests.)
  - ☐ Proposed Development (e.g., CAD images, elevations, renderings, etc.)
- ☐ Budget
- ☐ Prior Environmental Reports, if available *(In PDF format.)* For example: Phase I ESA, Asbestos Survey
- ☐ Resolution from municipal applicant (Appendix B1) or other applicants such as county and development authorities (Resolution B2) authorizing TBRA application submission

Attachment A -- Site Investigation & Remediation Plan Development Budget

Tax Base Revitalization Account
Proposed Project Budget for lot 5 and 4, Block 1 Meadow
Ramsey, MN

Site Investigation	% Complete	Completion Date		Cost
Phase I Environmental	100%	Dec-12	$	4,180.00
Phase II Environmental	0%	Pending Funding	$	6,525.00
Response Action Plan (RAP)	0%	Pending Funding	$	7,500.00
Hazardous Materials Survey	100%	Dec-12	$	2,062.00
Asbestos Abatement Plan	0%	Pending Funding	$	1,575.00
Total Site Investigation Costs			$	21,842.00

Sources

Work Completed Before Application ($6,242)		Cost
TBRA (50%)	$	3,121.00
City of Ramsey (50%)	$	3,121.00
Work Not Completed ($15,600)		
TBRA (75%)	$	11,700.00
City of Ramsey (25%)	$	3,900.00
Total Site Investigation Costs	$	21,842.00
Total Request from TBRA	**$**	**14,821.00**

CC Regular Session **4. 10.**

Meeting Date: 11/12/2013

By: Tim Gladhill, Community Development

Information

Title:

Adopt Resolution #13-11-195 Granting Request for Termination of Development Contract for Ramsey Town Center 3rd Addition

Purpose/Background:

The City has received a request from Sophia-Ramsey, LLC for a Termination of the Development Contract for Ramsey Town Center 3rd Addition. The Development Contract was executed on December 22, 2004 lays out the obligations of Sophia-Ramsey, LLC related to the original subdivision and site plan approval of Northstar Marketplace.

It appears that all obligations under the contract have now been completed and the Development Contract may be released. In the event that final review determines that there are outstanding obligations, this case will be pulled for further review. Staff is forwarding the case at this time as there appears to be a real estate transaction of the Property scheduled for November 18, 2013.

Notification:

No notification is required.

Observations/Alternatives:

Alternative #1 - Grant Termination of Development Contract. As it appears that all obligations under the Contract have been completed, this appears to be the preferred option, subject to final review by Staff.

Alternative #2 - Grant Termination of Portions of the Development Contract. It does not appear that there are individual items outstanding related to the Contract.

Alternative #3 - Do not grant Termination of Development Contract. As there appear to not be any outstanding items related to the Contract, this option is not preferred. The request to terminate the Contract is a result of a pending sale of the Property the week of November 18, 2013.

Funding Source:

Preparation of the case is being handled as part of normal Staff duties.

Recommendation:

Staff recommends that the City Council adopt Resolution #13-11-195 granting termination of the Development Contract for RAMSEY TOWN CENTER 3RD ADDITION for Lots 1 and 2, Block 1, RAMSEY TOWN CENTER 3RD ADDITION.

Action:

Motion to adopt Resolution #13-11-195 granting termination of the Development Contract for RAMSEY TOWN CENTER 3RD ADDITION for Lots 1 and 2, Block 1, RAMSEY TOWN CENTER 3RD ADDITION.

Attachments

Site Location Map

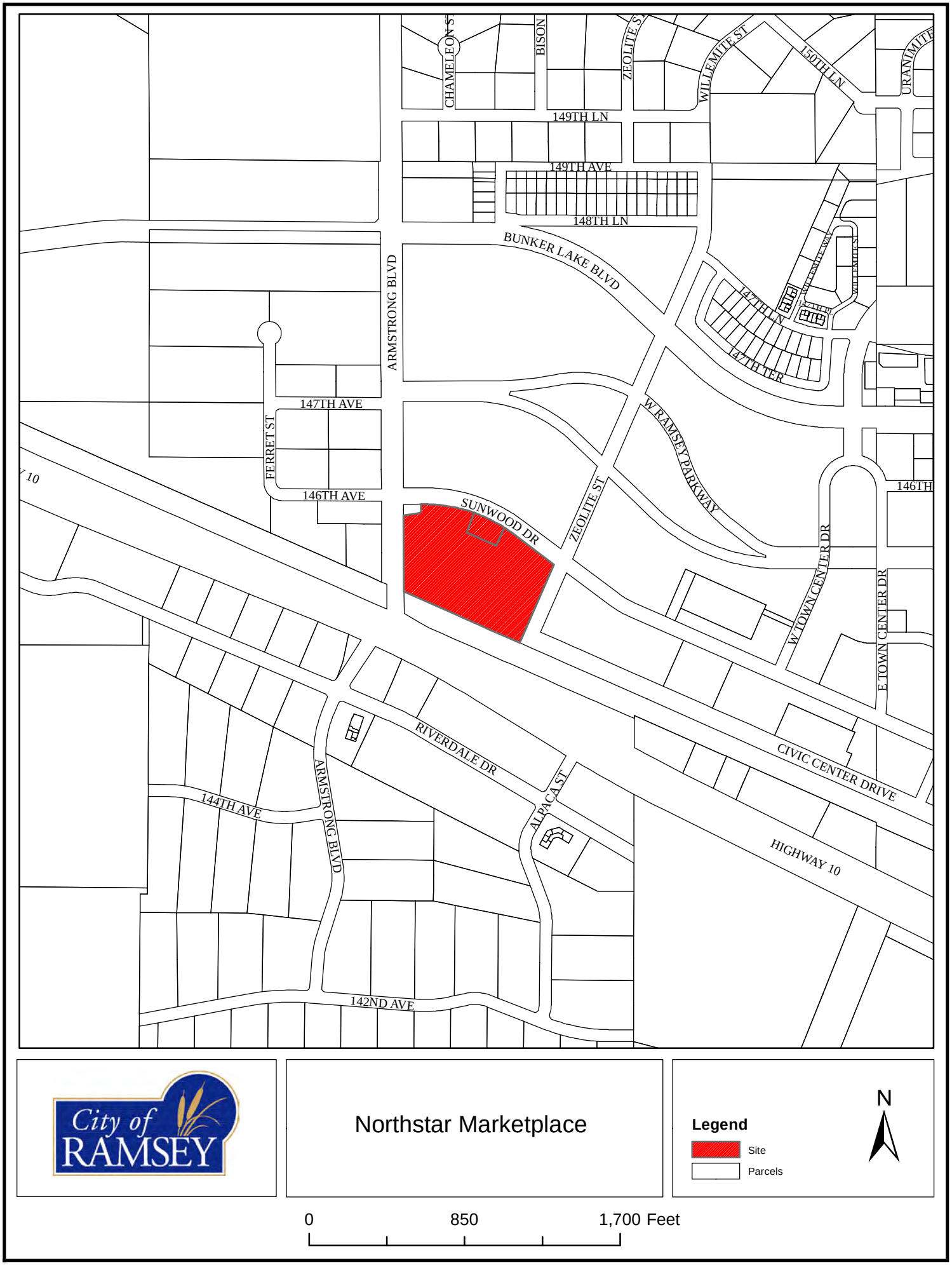
Request for Termination of Development Contract

Resolution #13-11-195

Release of Development Contract

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	11/07/2013 10:57 AM
Diana Lund	Diana Lund	11/07/2013 11:09 AM
Joe Langel	Kathy Schmitz	11/07/2013 04:19 PM
Kurt Ulrich	Kurt Ulrich	11/07/2013 04:31 PM
Form Started By: Tim Gladhill		Started On: 10/30/2013 04:10 PM
Final Approval Date: 11/07/2013		


CHAMELEON ST
BISON
ZEOLITE ST
WILLEMITE ST
150TH LN
URANIMITE
149TH LN
149TH AVE
148TH LN
BUNKER LAKE BLVD
ARMSTRONG BLVD
147TH LN
147TH TER
147TH AVE
FERRET ST
W RAMSEY PARKWAY
146TH AVE
SUNWOOD DR
ZEOLITE ST
146TH
W TOWN CENTER DR
E TOWN CENTER DR
RIVERDALE DR
CIVIC CENTER DRIVE
144TH AVE
ARMSTRONG BLVD
ALPACA ST
HIGHWAY 10
142ND AVE
City of RAMSEY
Northstar Marketplace
Legend
Site
Parcels
N
0
850
1,700 Feet

T (612) 337-6100 F (612) 339-6591
100 Washington Ave S | Suite 1300
Minneapolis, MN 55401
siegelbrill.com

SIEGEL BRILL PA
ATTORNEYS AT LAW

October 23, 2013

VIA U.S. MAIL

City of Ramsey, Planning Division
Attn: Tim Gladhill – Development Services Manager
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

Re: **Request for Termination of Development Contract**
Ramsey Town Center 3rd Addition
Our File No. 26353-000

Dear Mr. Gladhill:

We represent Sophia-Ramsey LLC, the owner of Lots 1 and 2, Block 1, Ramsey Town Center 3rd Addition, Anoka County, Minnesota, according to the recorded plat thereof.

This letter is being sent to request one of the following:

1. A letter certifying that all of Sophia-Ramsey LLC's obligations have been satisfied under the "City of Ramsey Development Contract for Ramsey Town Center 3rd Addition", dated December 22, 2004, filed in the Office of the Registrar of Titles for Anoka County, Minnesota on February 23, 1995 as Document No. 481898.008, as assigned from Ramdance LLC to Sophia-Ramsey LLC by the "Assignment and Assumption of Development Contract for Ramsey Town Center 3rd Addition", dated March 8, 2005, filed in the Office of the Registrar of Titles for Anoka County, Minnesota on March 10, 2005 as Document No. 482071.006 (collectively, the "Development Contract")

   AND

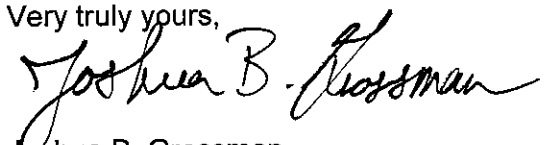
   A Termination of the Development Contract; or

2. If Sophia-Ramsey LLC has ongoing obligations under the Development Contract, a letter from the City of Ramsey certifying that Sophia-Ramsey LLC (i) is not in default under the Development Contract and (ii) has no currently outstanding obligations under the Development Contract.

If Sophia-Ramsey LLC is currently in default under the Development Contract, or if there are any outstanding obligations under the Development Contract, please inform me of the existence and nature of any such defaults or obligations as soon as possible.

A copy of the Development Contract is enclosed. Thank you for your attention to this matter. Please contact me with any questions or concerns.

Very truly yours,



Joshua B. Grossman

(612) 337-6134 | Direct
joshgrossman@siegelbrill.com

Enclosures

Record ID 1523723

Execution Version

481898.008

CITY OF RAMSEY
DEVELOPMENT CONTRACT
FOR RAMSEY TOWN CENTER 3rd ADDITION

THIS DEVELOPMENT CONTRACT ("Development Contract") for Ramsey Town Center 3rd Addition (the "Development Contract") is dated this 22nd day of December, 2004, by and between the CITY OF RAMSEY, a Minnesota municipal corporation (the "City") and RAMDANCE, LLC, a Minnesota limited liability company (the "Secondary Developer").

RECITALS:

A. This Contract shall act as the Development Permit pursuant to Section 9.03.08 (Site Plan Review) and the Development Agreement pursuant to Section 9.50 (Subdivision) of the Ramsey City Code. The City combined the Development Permit and the Development Agreement into this Development Contract.

B. The Secondary Developer will be the fee owner of property located in the City of Ramsey, County of Anoka, State of Minnesota, legally described as Outlot I, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota (the "Subject Property").

C. The Subject Property is proposed to be further subdivided and developed as Ramsey Town Center 3rd Addition (the "Plat") and to be legally described as Lots 1-2, Block 1 and Outlot A, Ramsey Town Center 3rd Addition.

D. By execution of this Development Contract, Secondary Developer acknowledges that the Subject Property and its development contemplated by the Plat are subject to the terms and conditions of that certain document entitled:

"CITY OF RAMSEY
MASTER DEVELOPMENT AGREEMENT
FOR RAMSEY TOWN CENTER
By and Between
CITY OF RAMSEY
And
RAMSEY TOWN CENTER LLC
Dated September 17, 2003"

(the "Master Development Agreement"). Ramsey Town Center LLC, a Minnesota limited

Return to: Commercial Partners Title, LLC
80 South Sixth Street
Suite 1300
Minneapolis, MN 55402

liability company is defined as the "Developer" under the Master Development Agreement and defined as the "Master Developer" under this Development Contract.

E. Secondary Developer, City and the Master Developer are negotiating an Allocation Agreement that will allocate certain rights and obligations under the Master Development Agreement ("Allocation Agreement").

F. City has given final approval of the Plat on October 12, 2004 subject to compliance by Secondary Developer with certain City requirements including, but not limited to, matters set forth in this Development Contract and the Allocation Agreement, and applicable provisions of City Code.

G. City has given final approval of the site plan for the development of the proposed Lot 1 contained in the Final Plans (as defined below) on October 12, 2004 for the grocery building, corner retail building and gateway building, and anticipates approving the pond building in accordance with the Final Plans on January 11, 2005 for the pond building, subject to compliance by Secondary Developer with certain City requirements including, but not limited to, matters set forth in this Development Contract and the Allocation Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Ramsey Town Center Master Development Agreement.

a. The terms and conditions of the Master Development Agreement are incorporated herein by reference as if fully set forth at this point. Secondary Developer further acknowledges, by execution of this Development Contract, receipt of a copy of the Master Development Agreement. In the event of a conflict between the terms of this Development Contract and the terms of the Master Development Agreement, the Master Development Agreement shall control; except that the Development Contract shall control with respect to the one-time sanitary sewer and water connection charges and storm sewer trunk charges of the City.

b. Secondary Developer in this Development Contract is defined as a "Secondary Developer" within the Master Development Agreement. Unless specifically agreed to in this Development Contract, the Secondary Developer is not liable for any obligations of the "Developer" as defined in the Master Development Agreement or the Master Developer as defined this Development Contract.

c. The City represents that as of the date hereof, the City has not given the Master Developer any Formal Notice of default pursuant to Section 15.1 of the Master Development Agreement.

2. Development Plans. The Secondary Developer shall develop the proposed Lot 1 in accordance with the plans for the Ramsey Town Center 3rd Addition, Ramsey, Minnesota,

titled (a) Final Plat and Final Engineering - Commercial Development Phase 1, dated November 12, 2004, last revised December 16, 2004, sheet nos. 1-85, and (b) Final Plat and Final Engineering - Commercial Development Phase 1 – Pond Building dated December 15, 2004, last revised December 16, 2004 (collectively the "Final Plans"). The Final Plans consist of the final plat, street, utilities, grading, drainage, landscaping, and streetscape plans for the Subject Property. These Final Plans have been approved by the City subject only to technical review of the final construction plans by the City Engineer for compliance with City codes and other governmental regulations applicable to the Subject Property. If the Final Plans vary from the written terms of this Development Contract, the written terms shall control.

Notwithstanding the execution of this Development Contract, the Secondary Developer acknowledges that formal City Council approval has yet to be granted for the version of the Final Plans referenced in this Development Contract. Formal City Council action on the version of the Final Plans referenced in this Development Contract is scheduled for Janaury 11, 2005. Although the City Council has approved earlier versions of the Final Plans for the grocery building, corner retail building and gateway building, the version of the Final Plans referenced in this Development Contract has not been formally approved because of changes to the pond building. Nevertheless, the Secondary Developer has requested that this Development Contract be executed. The Secondary Developer therefore consents to amending this Development Contract to incorporate any City requirements which may be necessary in order to grant final approval of the version of the Final Plans referenced in this Development Contract.

3. Improvements.

a. The City requires the Secondary Developer to construct or be responsible for the construction of Improvements within the Plat as follows ("Required Improvements –Site Plan"):

i. Site grading, including temporary and permanent erosion control, in accordance with the Final Plans.
ii. Lot corner staking. To be provided before utility line construction.
iii. Trunk and lateral storm sewer system and appurtenances, including pre-treatment manholes (i.e. stormceptor or approved equal).
iv. On-site storm sewer ponding with liner and retaining walls around pond.
v. Trunk and lateral sanitary sewer utility lines.
vi. Trunk and lateral water utility lines and appurtenances.
vii. Landscaping and irrigation in accordance with the landscape plans contained in the Final Plans, but specifically excluding landscaping and streetscape improvements for Sunwood and Zeolite.
viii. Bituminous driveways, parking lots, manuevering areas, and other roadway surfaces.
ix. Concrete curbing and gutter around the perimeter of bituminous surfaces.
x. Irrigation metering and backflow devices shall be approved as part of the Utility Plan, and installed accordingly.

xi. Irrigation rain sensors shall be installed and appropriately placed throughout the development.

xii. Establishment of turn in areas disturbed during construction and in accordance with the Landscape Plan.

xiii. Natural gas utility lines (to be constructed by a third party service provider at the direction of Secondary Developer).

xiv. Electrical utility lines (to be constructed by a third party service provider at the direction of Secondary Developer).

xv. Telephone utility lines (to be constructed by a third party service provider at the direction of Secondary Developer).

b. In addition to and separate from the Required Improvements –Site Plan, the City requires the Secondary Developer to construct or be responsible for the construction of other improvements as follows ("Stage I Improvements –Plat"):

i. That portion of Zeolite Street NW south of Sunwood Drive together with a temporary cul-de-sac along Civic Center Drive.

ii. Trunk sanitary sewer, watermains and stormwater improvements in that portion of Zeolite Street NW referenced above.

iii. Streetscape construction along the south side of Sunwood Drive NW adjacent to the Subject Property and the west side of Zeolite Street NW adjacent to the Subject Property.

c. The definition of "Improvements" under this Development Contract shall include both the Required Improvements –Site Plan and Stage I Improvements –Plat. The Required Improvements –Site Plan shall not include and shall be separate and distinct from the Stage I Improvements –Plat.

d. The Improvements shall be installed in accordance with the Final Plans and in accordance with City standards, City Code and plans and specifications which have been prepared by a competent, registered professional engineer and approved by the City Engineer. The Secondary Developer shall obtain all necessary permits from all agencies before proceeding with construction.

e. Secondary Developer shall construct the Required Improvements –Site Plan at its cost and expense. Secondary Developer shall also construct the Stage I Improvements – Plat at the its cost and expense unless otherwise agreed to by the City and Secondary Developer.

f. The Improvements shall be constructed in accordance with the Final Plans.

g. Notwithstanding the conditions set forth in Section 7.8 of the Master Development Agreement, the Secondary Developer shall be able to commence construction of the Stage I Improvements –Plat upon the recording of the Plat and payment of fees as required herein, and shall thereafter be able to complete these

improvements without additional requirements of the City.

h. The improvements for Zeolite Street NW shall be constructed as required by the Plat of Ramsey Town Center 3rd Addition within the platted right-of-way dedicated to the public in the Plat of Ramsey Town Center Addition, except for a portion of the temporary cul-de-sac that is located in Outlot M, Ramsey Town Center Addition. Outlot M is owned by the Master Developer and the Secondary Developer agrees to provide the City with a temporary road easement from the Master Developer until Civic Center Drive is constructed. The Master Developer shall provide this temporary road easement to the City prior to the issuance of any building permits in the Plat. The City authorizes construction of Zeolite Street N.W. notwithstanding Section 7.8 of the Master Development Agreement.

i. Secondary Developer shall complete the Required Improvements –Site Plan on or before June 1, 2006. Secondary Developer shall complete the Stage I Improvements –Plat on or before June 1, 2006. The Secondary Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Secondary Developer to reflect cost increases, if any.

4. Required Improvements –Site Plan Financial Guarantee. The Secondary Developer shall provide a financial guarantee to the City guaranteeing the construction of the Required Improvements – Site Plan and their timely completion. The financial guarantee shall be in the total amount of One Million Two Hundred Ninety-Three Thousand Four Hundred Twenty-Two and and no/100 Dollars ($1,293,422.00), which amount is one hundred fifty percent (150%) of the City Engineer's estimated cost of the Required Improvements –Site Plan. The financial guarantee required by this paragraph shall be in the form of cash or a letter of credit, approved as to form by the City. The financial guarantee shall be deposited with the City prior to the issuance of any building permit. Upon the request of Secondary Developer, the financial guarantee may be released in partial amounts related to that portion of the Stage I Improvements –Plat substantially completed. Upon total completion of the construction of the Required Improvements –Site Plan, the financial guarantee shall be returned to the Secondary Developer and the Secondary Developer shall be required to provide the maintenance guarantee required in Paragraph 8 and the landscaping guarantee required in Paragraph 19. The determination of completion of construction shall be made by the City Engineer.

5. Stage I Improvements –Plat Financial Guarantee. The Secondary Developer shall provide a financial guarantee to the City guaranteeing the construction of the Stage I Improvements –Plat and their timely completion. The financial guarantee shall be in the total amount of Five Hundred Seventy Thousand and no/100 Dollars ($570,000.00), which amount is one hundred twenty-five percent (125%) of the City Engineer's estimated cost of the Stage I Improvements –Plat. The financial guarantee required by this paragraph shall be in the form of cash or a letter of credit, approved as to form by the City. The financial guarantee shall be deposited with the City prior to releasing the Plat for recording. Upon the request of Secondary Developer, the financial guarantee may be released in partial amounts related to that portion of the Stage I Improvements –Plat substantially completed. Upon total completion of the

construction of the Stage I Improvements – Plat, the financial guarantee shall be returned to the Developer if the maintenance gurantee required in Paragraph 8 has been deposited with the City. The determination of completion of construction shall be made by the City Engineer.

6. Inspection Fees. The Secondary Developer shall be responsible for all inspection costs related to the installation of Improvements; provided that no inspection costs shall be charged to Secondary Developer under this Development Contract by the City for Zeolite Street NW in the event that the City assumes construction responsibilities for this improvement. The Secondary Developer shall make cash deposits into two separate escrow accounts at the City and the City shall have the authority to draw upon these funds for the purpose of compensating for inspection services. For the Required Improvements –Site Plan, the Secondary Developer shall make a cash deposit prior to the issuance of any building permit in the amount of Forty-Three Thousand One Hundred Fourteen and 05/100 Dollars ($43,114.05), which amount is five percent (5%) of the City Engineer's estimated cost of certain Required Improvements –Site Plan.. In addition, for the Stage I Improvements –Plat, the Secondary Developer shall make a cash deposit prior to the issuance of any building permit in the amount of Twenty-Two Thousand Eight Hundred and no/100 Dollars ($22,800.00), which amount is five percent (5%) of the City Engineer's estimated cost of the Stage I Improvements –Plat. Upon completion of the respective Improvements to the satisfaction of the City, any surplus balance remaining in the City's escrow account for inspections of such improvements shall be refunded to the Secondary Developer.

7. Timing of Performance. The Developer shall install all Improvements by June 1, 2006. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Secondary Developer to reflect the cost increases.

8. Improvements Maintenance Financial Guarantee. In addition to the financial guarantees required above, the Secondary Developer shall provide two separate maintenance guarantees to the City for purposes of guaranteeing that the Improvements (with the exception of the plantings which is guaranteed under paragraph 19) have been constructed in accordance with City standards. One maintenance guarantee shall be for the Required Improvements –Site Plan and the other maintenance guarantee Stage I Improvements –Plat. The maintenance guarantees required by this paragraph shall be in the form of cash or a letter of credit, approved as to form by the City. The maintainance guarantees shall be deposited with the City at the time of completion of the last item of the Improvements and upon receipt, the City shall release all of the financial guarantees held by the City for the Improvements. For the Required Improvements – Site Plan, the maintenance guarantee shall be Thirty-Seven Thousand Three Hundred Sixty-Four and 05/100 Dollars ($37,364.05), which amount is five percent (5%) of the City Engineer's estimated cost of the Required Improvements – Site Plan. In addition, for the Stage I Improvements –Plat, the maintenance guarantee shall be Twenty-Two Thousand Eight Hundred and no/100 Dollars ($22,800.00), which amount is five percent (5%) of the City Engineer's estimated cost of the Stage I Improvements –Plat. These maintenance guarantees shall be held by the City for a one (1) year period from the date of their deposit. These maintenance guarantees are for the purpose of ensuring that the respective Improvements have been constructed in accordance with City standards and may be called upon at the City's discretion during said one (1) year period if the City determines it necessary to repair and/or replace any of

the Required Improvements. Upon the request of Secondary Developer, these maintenance guarantees shall be released upon expiration of the one (1) year period and the completion of any pending repairs or replacements required by the City at the expiration of the one (1) year period. Within thirty (30) days after the completion of the Improvements and before the maintenance guarantees are released, the Secondary Developer shall provide the City with a complete set of reproducible "as built" plans for the Improvements.

9. Payment of Sanitary Sewer and Water Connection Charges. Prior to the issuance of any building permit, the Secondary Developer shall pay sanitary sewer and water connection charges for the Subject Property at the then current rate. The estimated sewer and water connection charge is Ninety-Eight Thousand Two Hundred Twenty and no/100 Dollars ($98,220.00). This amount is calculated based upon the 2004 rate for sanitary sewer connection charges within the City of Ramsey being $3,204.00 per acre and water connection charges being $7,135.00 per acre for the Subject Property of 9.5 acres. No further sanitary sewer and water connection charge shall be owed for the development of the Subject Property.

10. Payment of Storm Sewer Trunk Charges. Prior to the issuance of any building permit, the Secondary Developer shall pay storm sewer trunk charges for the Subject Property at the then current rate. The estimated storm sewer trunk charge is Thirty-Five Thousand Five Hundred Forty and no/100 Dollars ($35,540.00). This amount is calculated based upon the 2004 rate for storm sewer trunk charges within the City of Ramsey being $3,741.00 per acre for the Subject Property of 9.5 acres. No further storm sewer trunk charges shall be owed for the development of the Subject Property.

11. Requirements for Building and Occupancy Permits. No building permit for the Subject Property shall be issued until: (a) a minimum of a Class 5 driving surface is installed to within 300 feet of the building; an alternative to this requirement is subject to the approval of the City Building Official; (b) a certificate of survey or approved site plan has been supplied to the City Building Official; (c) all of the financial guarantees required by the City have been satisfied (excluding the maintenance and landscaping guarantees); (d) the City has been provided with a copy of the Lower Rum River Water Management Permit; (e) this Development Contract is executed; (f) the Allocation Agreement is executed; (g) the Plat has been recorded at Anoka County Recorders Office; (h) compliance with City Staff Review Letters concerning the development. Notwithstanding the above, a footings and foundation permit for the grocery store will be released to the Secondary Developer prior to the Plat being recorded provided the remaining requirements of this paragraph are met. 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.

No occupancy permit shall be issued until: (a) vehicular access within the Subject Property is provided including the installation of at least one layer of bituminous surfacing within the parking lot and maneuvering areas; (b) all utilities are in place, operational and accepted by the City; (c) the Improvements have been accepted by the City; (d) the required financial guarantees (including the maintenance and landscaping guarantees) are received by the City.

12. Parkland and Trail Dedication. The Subject Property is located in the Greenland

Hills District. Per the Master Development Agreement, the City and the Master Developer have negotiated a Park and Trail Dedication Agreement. In accordance with the Park and Trail Dedication Agreement, there are no park dedication or trail development fees owed on this Ramsey Town Center 3rd Addition. The City will not release the Plat mylars for recording until the Park and Trail Dedication Agreement is executed. If the Park and Trail Dedication Agreement is not executed, the City shall release the Plat mylars for recording if the City receives a cash escrow for Park Dedication fees in the amount of Forty One Thousand Three Hundred Eighty Two Dollars and no cents ($41,382.00) (9.5 acres x $4,356.00 per acre) and Trail Development Fees in the amount of Ten Thousand Three Hundred Fifty Five Dollars and no cents ($10,355.00) (9.5 acres x $1,090.00 per acre). This escrow will be released by the City once the Park and Trail Development Agreement is executed. No further park dedication shall be owed for the development of the Subject Property.

13. Streetscape Construction. The Secondary Developer shall construct the Streetscape improvements in accordance with the Final Plans. The costs associated with sidewalk construction are not eligible as a credit towards the Trail Development Fees and/or Park Dedication requirements due on the Plat.

14. Street Cleaning. After the street surfacing is installed, the Secondary Developer shall clear any soil, earth, or debris from the streets within the Plat resulting from any construction within the Plat by the Secondary Developer or its successors and assigns. From time to time, upon reasonable notice to the Secondary Developer with opportunity to cure, the City may remove accumulations of soil, earth and debris from the streets resulting from the construction of the Plat. It shall be the Secondary Developer's responsibility to pay the reasonable costs associated with this necessary street cleaning. Invoices from the City to the Secondary Developer for such costs shall be paid within fifteen (15) days of the date of invoice.

15. Monument Parcel. Upon recording the Plat, the Secondary Developer shall convey Outlot A, Ramsey Center 3rd Addition ("Outlot A") to the City via warranty deed free and clear of any liens from financing by the Secondary Developer for the limited purpose of utlizing a freestanding ground sign. The freestanding ground sign shall be in accordance with the TC-2 zoning regulations and the Ramsey Town Center development guidelines, except that a pylon or monopole support design for this sign shall not be allowed. The freestanding ground sign shall be limited to identifying the project as Ramsey Town Center - listing specific owners and tenants shall be prohibited. Secondary Developer shall have the opportunity to review the freestanding ground sign design prior to installation. In addition, in the event that Secondary Developer obtains title to the property located at the northeast corner of Sunwood and Armstrong, Secondary Developer shall also convey a parcel of land to the City via warranty deed that contains up to 1,000 square feet. The conveyance of this parcel shall include the same limitations as the conveyance of Outlot A. Secondary Developer shall record these deeds and pay the recording fees and deed tax for such conveyances. Secondary Developer shall not be required to provide a title commitment, survey or title insurance policy related to these conveyances. In consideration for said conveyances, the City shall pay the Secondary Developer Twenty Thousand and no/100 Dollars ($20,000.00) for the purchase of Outlot A. This payment shall be made within 15 days after the date of conveyance of Outlot A and filing of the deed with Anoka County.

16. Cross Easements for Access and Parking. The Secondary Developer shall be responsible for executing and recording a cross-easement for access purposes between the occupants of all buildings located on Lots 1 and 2, Block 1, Ramsey Town Center 3rd Addition. Said easement shall be subject to review and approval of the City Attorney.

17. Construction Entrance Signs. The City restricts construction and delivery hours to Monday through Saturday, 7:00 a.m. to 10:00 p.m. The Secondary Developer is required to provide a sign at each entrance point stating delivery and construction operation hours. In this case, a sign must be posted at the intersections of Armstrong Blvd. N.W. and Sunwood Drive N.W. and Ramsey Blvd. N.W. and Sunwood Drive N.W. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

18. Ownership of Improvements. Upon the completion of the work and construction required to be done by this Development Contract, the Stage I Improvements –Plat, lying within public easements and/or public right-of-way, shall become City property without further notice or action. Ownership of the Required Improvements –Site Plan shall remain with the Secondary Developer and its sucessors and assigns.

19. Landscaping.

a. Landscaping Maintenance Financial Guarantee. In addition to the financial guarantees and other maintenance guarantees required above, the Secondary Developer shall provide a separate landscaping maintenance guarantee to the City to ensure the survival of the plantings within the Plat being provided as part of the Required Improvements –Site Plan (not for the streetscape) for the Subject Property. The landscaping maintenance guarantee required by this paragraph shall be in the form of cash or a letter of credit, approved as to form by the City. The landscaping maintenance guarantee shall be deposited with the City upon acceptance by the City of the installed plantings and release of all of the financial guarantees by the City for the installed plantings. The landscaping maintenance guarantee shall be Nine Thousand Four Hundred Thirty-Five and no/100 Dollars ($9,435.00). The landscaping maintenance guarantee shall be held by the City for a two (2) year period from the date of their deposit. At the end of the two-year period, the landscaping maintenance guarantee shall be returned to the Secondary Developer if the plantings set forth in the Final Plan have either survived or have been replaced. The determination that all plantings that have been planted in accordance with the Final Plan have either survived or have been replaced shall be made by the Community Development Department of the City. In the event the Secondary Developer fails to maintain the required plantings during the two-year period, the City Council may order the replacement of dead plantings with City day labor and/or by letting contracts and draw upon the landscape maintenance guarantee for payment. Only the City Council shall have the authority to direct replacement of the dead plantings and withdraw funds from the landscape maintenance guarantee. The Secondary Developer 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 Secondary Developer's default.

b. Compliance With Plans. The Secondary Developer shall landscape the Subject Property in accordance with Final Plans approved by the City. The landscaping shall be accomplished in accordance with a time schedule approved by the City.

c. Tree Disease Prevention and Disposal. The Secondary Developer shall prevent the introduction and spread of tree disease into the residual tree populations of the Subject Property and adjoining properties as well as mitigate the effects of construction activity on tree health, within and outside of the Subject Property. The Secondary Developer, in order to protect trees from construction damage shall:

i. Install physical barriers, such as snow fence, around trees that are to remain after initial grading . The fencing shall be located at the dripline of these 'save' trees.

ii. Insure that all equipment operators will have readily available, a tree wound dressing and will apply it immediately to damaged oak trees if wounding occurs from April 15 through July 15.

iii. Insure that trees will only be skidded against other trees that are to be removed. Trees in the middle twenty (20) feet of a road easement will be removed first, with remaining trees to be skidded toward the middle of the road easement. This same procedure will apply to building sites.

iv Mature trees, especially oak and elm, adjoining an easement so that roots enter the disturbed construction area shall first be severed by a vibratory plow to prevent shattering, scraping and exposure of roots of high value trees on adjoining property. All exposed root zones of adjoining properties shall be immediately covered with clean topsoil and moistened to favorable conditions.

v. Recognized trees of value, suitable for tree spade removal that would otherwise be destroyed, shall be identified with ribbon and offered to the City at least five (5) business days prior to destruction.

vi. Tree wood removed during construction, road building and sewer/water installation shall be buried, burned, chipped or hauled to a licensed wood disposal site. Wood waste disposal must take into account tree disease control, especially for oak wilt and Dutch Elm disease. The City will perform a site inspection to ascertain tree disease hazards (including root damage and grade changes) prior to construction in order to minimize impact on trees to be protected within or outside of the Subject Property. Wood waste disposal by fire must also manage air quality impact and smoke

nuisance to adjoining property owners as well as fire safety concerns.

vii. Whole trees may not be disposed of by burning. Trunks and limbs larger than six (6) inches in diameter must be salvaged for lumber, firewood, chipped or hauled to a licensed wood disposal site. Application may be made for an open burning permit to dispose of brush less than six (6) inches in diameter and stumps with less than four feet of main trunks attached. The location of the proposed open burn site will be specified by the City. Wood disposal by burning requires whole tree volume reduction, proposed site inspection prior to clearing and an open burning permit. Residual ash and unburned stumpage may be buried on the site at the approval of the City. Chipped material may be applied and utilized on site to mitigate root damage from grade changes or used in the right-of-way for erosion control and top soil restoration.

20. Tree, Shrub and Sod Planting Plan. The addition of trees, shrubs and sod to the Subject Property shall be in accordance with the landscape plan referenced in the Final Plans. The Secondary Developer is required to submit a plan for City approval that identifies existing tree growth within the Subject Property that will be protected during construction. The trees to be protected must be identified on the grading plan, and the plan must require the installation of 'tree save fences' prior to land clearing or grading. In addition, the requirement for this plan shall be fulfilled by the Secondary Developer minimizing the impact of construction on trees in accordance with Minnesota Extension Service publication "Protecting Trees From Construction Damage" (Publication #NR-FO-6135-S).

21. License. The Secondary Developer hereby grants the City, its agents, employees, officers and contractors, a license to enter the Subject Property to perform all necessary work and/or inspections deemed appropriate by the City during the installation of Improvements by the Secondary Developer. The license shall expire after the Improvements installed pursuant to the development contract have been installed and accepted by the City.

22. Clean Up. The Secondary Developer shall promptly clear from public streets and property any soil, earth or debris resulting from construction work by the Secondary Developer or its agent or assigns.

23. Secondary Developer's Default. In the event of default by the Secondary Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Secondary Developer shall promptly reimburse the City for any expense incurred by the City, provided the Secondary Developer is first given written notice of the work in default, not less than 48 hours in advance, and Secondary Developer has the opportunity to cure the work in default. This Development Contract is a license for the City to act, and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

If the Secondary Developer fails to perform any of the terms of this Development Contract in the manner required by the City, the City shall be entitled to recover from the Secondary Developer the full amount of any and all financial guarantees. Breach of any of the terms of this Development Contract by the Secondary Developer shall also be grounds for denial of Building Permits for buildings in the Plat.

24. Notices. Required notices to the Secondary Developer shall be in writing, and shall be either hand delivered to the Secondary Developer, its employees or agents, or mailed to the Secondary Developer by certified or registered mail at the following address:

Ramdance LLC
Attn. Keith McDonald
669 N Medina Street
P.O. Box 8
Loretto, Minnesota 55357

Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail or registered mail in care of the City Administrator at the following address:

City Administrator
City of Ramsey
15153 Nowthen Boulevard NW
Ramey, Minnesota 55303

25. Miscellaneous.

a. Waiver. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Development Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Development Contract shall not be a waiver or release.

b. Compliance with Laws and Regulations. The Secondary Developer represents to the City that the Plat complies with all City, County, metropolitan, State and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the Plat does not comply, the City may, at its option, refuse to allow any construction or development work in the Plat until the Secondary Developer does comply. Upon the City's demand, the Secondary Developer shall cease work until there is compliance.

c. Successors or Assigns. This Development Contract shall be binding upon and inure to the benefit of the parties, and their respective successors and assigns.

d. Release of Obligations. After the Secondary Developer has completed the work required of it under this Development Contract, at the Secondary Developer's request the City will execute and deliver to the Secondary Developer a full and final release from any obligations and liabilities under this Development Contract; except for maintenance obligations which shall continue until expiration of the maintenance period and be released upon such expiration.

e. Assignment. Secondary Developer may assign its rights under this Development Contract. Any such assignment shall relieve and discharge the assignor Secondary Developer from all obligations, responsibilities and liabilities of Secondary Developer under this Development Contract (except for any defaults existing under this Development Contract at the time of such assignment) provided that the assignee Secondary Developer assumes all such obligations, responsibilities and liabilities of Secondary Developer under this Development Contract. No such assignment shall be effective unless the City gives its written approval, which approval shall not be unduly withheld. Said written approval shall be contingent upon the City finding that the assignee has the financial capacity to undertake the obligations of the Secondary Developer.

f. Boulevard and Area Restoration. The Secondary Developer shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the grading and erosion control plan set forth in the Final Plans. The Secondary Developer shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to the Subject Property resulting from grading performed by the Secondary Developer under this Development Contract.

g. Construction Site Maintenance. The Secondary Developer shall adhere to all City ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.

h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Development Contract as Improvements, unless specified as fixed amounts, are estimated. The Secondary Developer agrees to pay the entire cost of said improvements including interest, engineering and legal charges.

i. Plat and Site Plan Approval Expenses. The Secondary Developer agrees that it will pay to the City all City expenses incurred in the approval of the Site Plan and Plat, 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 recording of the Plat. Any expenses incurred after recording of the Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the City's expenses within the fifteen (15) day billing period will permit the City to draw upon any of the escrows required by this contract for payment.

j. Reimbursement to the City. The Secondary Developer agrees to reimburse the City for all costs incurred by the City in defense or enforcement of this Development Contract, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

k. Insurable Title. Prior to recording of the Plat, the Secondary Developer shall provide the City with proof of insurable title to the Plat either through a currently certified abstract, registered property abstract or title commitment. The title commitment shall name the City as a proposed insured and shall show proposed insurance in the amount of $50,000.00.

l. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Development Contract shall be defined as a document issued by the City's Building Official, which authorizes the structure to be used for its intended purposes.

m. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phase of this Development Contract is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Development Contract.

n. Proof of Authority. When the Secondary Developer is a corporation, the City requires proof of authority by the corporation to execute this Development Contract. 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.

o. Recording of This Development Contract. The Secondary Developer shall record this Development Contract against the Subject Property in the office of the Anoka County Recorder and agrees that the terms and provisions of this Development Contract shall run with the land and shall bind the Secondary Developer and its successor and assigns.

p. 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.

q. State Building Code Compliance. The buildings shall be constructed in accordance with the requirements of the Building Code.

r. 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 Secondary Developer 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.

s. Building Façade. The Secondary Developer agrees to construct the

building consistent with Building Elevations for the Gateway and Corner Retail Buildings set forth in the Final Plans and Building Elevations for the Coborn's Store as set forth in the Finals Plans.

t. Violation of This Development Contract. If the Secondary Developer fails to perform any of the terms of this Development Contract in the manner required by the City, the City shall be entitled to recover, from the Secondary Developer or the issuer of the Secondary Developer's financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Contract by the Developer shall also be grounds for denial of building permits for buildings in the Plat.

signature pages to follow

IN WITNESS WHEREOF, the Secondary Developer and the City have executed this Development Contract in multiple copies, each of which shall be deemed to be an original, as of the date first above written.

CITY:

CITY OF RAMSEY,
A Minnesota municipal corporation

By: _____
Thomas G. Gamec
Its: Mayor

By: _____
James E. Norman
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 28th day of December 2004, before me a Notary Public within and for said County, personally appeared Thomas G. Gamec and James E. Norman, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Administrator of the City of Ramsey, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public
Minnesota
My Comm. Exp. Jan 31, 2005

_____
Notary Public

SECONDARY DEVELOPER:

RAMDANCE LLC,
a Minnesota limited liability company

By: _____
Keith J. McDonald
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27TH day of December, 2004, by Keith J. McDonald, the chief manager of Ramdance, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

MARILYN F. HUETTL
NOTARY PUBLIC-MINNESOTA
MY COMMISSION EXPIRES 1-31-2005

This document drafted by:
City of Ramsey
15153 Nowthen Blvd. N.W.
Ramsey, MN 55303

This document reviewed by:
Randall, Dehn and Goodrich
2140 Fourth Avenue
Anoka, MN 55303

22892A

MWH (T)

9 of 10

ANOKA COUNTY MINNESOTA

Document No.: 481898.008 TORRENS

I hereby certify that the within instrument was filed in this office for record on: 02/23/2005 2:37:00 PM

Fees/Taxes In the Amount of: $29.50

MAUREEN DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

TAP, Deputy

Record ID: 1523723

Record ID 1525466

482071.006

ASSIGNMENT AND ASSUMPTION OF

DEVELOPMENT CONTRACT
FOR RAMSEY TOWN CENTER 3rd ADDITION

This Assignment and Assumption of Development Contract ("Assignment") is made this 8th day of March, 2005 ("Effective Date") by and between RAMDANCE LLC, a Minnesota limited liability company ("Ramdance"), and SOPHIA-RAMSEY LLC, a Minnesota limited liability company ("Assignee").

RECITALS:

A. Ramdance and the City of Ramsey ("City") entered into a Development Contract for Ramsey Town Center 3rd Addition dated December 22, 2004* ("Development Contract") concerning the subdivision and development of Outlot I, Ramsey Town Center Addition, Anoka County, Minnesota. * filed as Doc# 481898.008 as of 02/23/2005.

B. Outlot I, Ramsey Town Center Addition, has been further subdivided as Ramsey Town Center 3rd Addition and is legally described as Lots 1 and 2, Block 1, and Outlot A, Ramsey Town Center 3rd Addition, according to the recorded plat thereof, Anoka County, Minnesota ("Property").

C. Ramdance conveyed Lots 1 and 2, Block 1, Ramsey Town Center 3rd Addition, to Assignee on the Effective Date.

D. Ramdance has retained ownership of Outlot A, Ramsey Town Center 3rd Addition, to convey to the City within thirty (30) days after the Effective Date in accordance with the Development Contract.

E. Ramdance desires to assign all of its right, title and interest in the Development Contract to Assignee, and Assignee desires to accept the assignment and assume all of Ramdance's obligations under the Development Contract, except for those rights and obligations specifically retained by Ramdance as set forth in this Assignment.

F. The Development Contract may be assigned to a successor in interest to the Property subject to the approval of the City.

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good

and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Except as otherwise provided in this Assignment, the terms defined in the Development Contract shall have the same meaning when used in this Assignment.

2. Assignment. Ramdance hereby transfers, assigns and conveys to Assignee all of Ramdance's right, title and interest in, to and under the Development Contract, except for those rights specifically retained by Ramdance as set forth in this Assignment and further except that Ramdance and Assignee retain any rights to construct Zeolite Street that exist under the Development Contract in the event that the City does not construct Zeolite Street.

3. Assumption. Assignee hereby assumes any and all of Ramdance's obligations under the Development Contract and agrees to perform and be bound by all terms, covenants and conditions of the Development Contract, except for those obligations specifically retained by Ramdance as set forth in this Assignment.

4. Ramdance's Liability under the Development Contract. Except for the rights and obligations under the Development Contract specifically retained by Ramdance as set forth in this Assignment, Ramdance shall be discharged from all obligations, responsibilities and liabilities of Secondary Developer that accrue under the Development Contract from and after the Effective Date.

5. Indemnification. Ramdance hereby agrees to indemnify and hold Assignee harmless from and against any and all liabilities, claims, damages, costs and expenses (including, without limitation, reasonable attorney's fees, expenses and court costs) arising from or relating to Ramdance's actions or the obligations of Secondary Developer accruing under the Development Contract prior to the Effective Date and Ramdance's obligations under this Assignment. Assignee hereby agrees to indemnify and hold Ramdance harmless from and against any and all liabilities, claims, damages, costs and expenses (including, without limitation, reasonable attorney's fees, expenses and court costs) arising from or relating to Assignee's actions or the obligations of Secondary Developer accruing under the Development Contract from and after the Effective Date, except for those obligations specifically retained by Ramdance as set forth in this Assignment.

6. Financial Guarantees. Assignee shall be responsible for depositing the letter of credit with the City on or before the Effective Date in the amount of $1,293,422.00 to secure performance of the Requirement Improvements – Site Plan. Assignee shall also be responsible for depositing the letter of credit with the City on or before the Effective Date in the amount of $570,000.00 to secure performance of the Stage I Improvements – Plat. Assignee shall continue to be responsible for any required renewals of these letters of credit. Assignee shall be responsible for all other financial guarantees under the Development Contract including financial guarantees for maintenance of the Required Improvements – Site Plan, Stage I Improvements – Plat and landscaping.

7. Payment of Inspection Fees. Ramdance shall be responsible for the payment of the following inspection fees under the Development Contact into two separate escrow accounts maintained by the City on or before the Effective Date:

Amount	Description
$43,114.00	Required Improvements – Site Plan
$22,800.00	Stage I Improvements - Plat
$65,914.00	Total

No additional amounts are owed for such charges as of the Effective Date. Payment for any additional amounts owed for such charges shall be the responsibility of Ramdance. Any amounts deposited by Ramdance that remain in escrow upon completion of the respective improvements to the satisfaction of the City shall be refunded to Ramdance.

8. Payment of Connection Charges. Ramdance shall be responsible for the payment of sanitary sewer and water connection charges to the City under Section 9 of the Development Contact in the amount of $98,220.00 on or before the Effective Date. Ramdance shall also be responsible for the payment of storm sewer trunk charges to the City under Section 10 of the Development Contact in the amount of $35,540.00 on or before the Effective Date.

9. Parkland and Trail Dedication. The City acknowledges and agrees that the Park and Trail Dedication Agreement referenced in Section 12 of the Development Contract has been fully executed in accordance with City requirements and that no park dedication fees and trail development fees are owed or will be owed in the future for the development of the Property as Ramsey Town Center 3rd Addition.

10. Cross Easements for Access and Parking. The City has reviewed and approved the operation and easement agreement dated March 8, 2005 recorded against the Property that provides cross easements for access and parking.

11. Monument Parcel. Ramdance shall convey Outlot A, Ramsey Town Center 3rd Addition, by warranty deed to the City upon the recording of the final plat for Ramsey Town Center 3rd Addition in accordance with the Development Contract. The payment for this parcel in the amount of $20,000.00 shall be made by the City to Ramdance. Ramdance shall be responsible for recording the deed and paying the cost of such conveyance. Assignee shall have no right to any portion of this payment. Except for the payment right retained by Ramdance, all rights to review any sign installed by the City on this parcel and to enforce any limitations concerning the sign shall belong to Assignee. The City agrees that payment for this parcel shall not be offset against any amounts owed under the Development Contract. In addition, in the event that Ramdance or Assignee obtain title to the property located at the northeast corner of Sunwood Drive and Armstrong Boulevard, Ramdance or Assignee, as applicable, shall convey to the City a parcel of land via warranty deed that contains up to 1,000 square feet. Any additional land conveyed to the City shall be subject to the same restrictions contained in the Development Contract regarding the first monument parcel conveyed to the City.

12. Plat and Site Plan Approval Expenses. All expenses incurred by the City in the approval of the Site Plan and Plat on or before the Effective Date that are reimbursable under the Development Contract shall be the responsibility of Ramdance. All expenses incurred by the

City in the approval of the Site Plan and Plat after the Effective Date that are reimbursable under the Development Contract shall be the responsibility of Assignee, except for the inspection fees which are the responsibility of Ramdance.

13. Notice. Any notice to be given to Secondary Developer under the Development Contract shall need to be given to both Ramdance and Assignee in the manner and at the address provided for in the Development Contract. Assignee's address for notice purposes shall be:

Sophia-Ramsey LLC
Attn. Patrick Hart
12300 Singletree Lane, Suite 200
Eden Prairie, MN 55344
Facsimile No. (952) 974-9300

14. Ratification of Development Contract. Ramdance, Assignee and the City hereby acknowledge and agree that the Development Contract is valid and in full force and effect and that Ramdance is not in default under any terms of the Development Contract for which notice of default has been given by the City to Ramdance. Ramdance and the City have no offsets, claims or defenses against the other with respect to the Development Contract.

15. Further Assignment. Any further assignment of Secondary Developer's interest under the Development Contract shall be in accordance with the Development Contract and any consent by the City to this Assignment shall not be deemed to waive City's right to consent to any further assignment of Secondary Developer's interest as set forth in the Development Contract.

16. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Ramdance and Assignee and their respective successors and assigns.

17. Counterparts. This Assignment may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one agreement dated the Effective Date.

18. Facsimile Copies. A facsimile signature on a facsimile copy of this Assignment shall have the same force and effect as an original and shall bind a party to the terms and conditions hereof. All parties shall execute up to four originals of the Assignment signed by facsimile.

19. Conditions Precedent. This Assignment is conditioned upon the execution by the City of the attached written consent to this Assignment. This Assignment shall not be valid or of any force and effect until such written consent is provided by the City. Upon execution by the City of such written consent, this condition shall be automatically satisfied without further action on the part of any party and this Assignment shall be valid and in full force and effect.

signature pages to follow

IN WITNESS WHEREOF, the parties have made and entered into this Assignment and Assumption of Development Contract for Ramsey Town Center 3rd Addition as of the Effective Date.

RAMDANCE:

RAMDANCE LLC,
a Minnesota limited liability company

By: Greg Hayes

Print: Greg Hayes

Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 8 day of March, 2005, by Greg Hayes, the Vice President of Ramdance, LLC, a Minnesota limited liability company, on behalf of the company.

LESA M. BARTON
Notary Public
Minnesota
My Commission Expires Jan 31, 2006

Lesa M Barton
Notary Public

Return to
Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402
24418 SR 11 of 11

signature page to Assignment and Assumption of Development Contract for Ramsey Town Center 3rd Addition

ASSIGNEE:

SOPHIA-RAMSEY LLC,
a Minnesota limited liability company

By: Patrick J. Hart Jr.

Print: Patrick Hart

Its: President / Chief Mgr

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 8th day of March, 2005, by Patrick J. Hart Jr., the Pres / Chief Mgr of Sophia-Ramsey LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

SHARON RUANE
Notary Public
Minnesota
My Commission Expires January 31, 2010

signature page to Assignment and Assumption of Development Contract for Ramsey Town Center 3rd Addition

CONSENT OF CITY OF RAMSEY

The City of Ramsey hereby agrees to Sections 6 through 15 and 19 of the aforesaid Assignment and Assumption of Development Contract dated March 8, 2005, by and between Ramdance LLC, as assignor, and Sophia-Ramsey LLC, as assignee. The City of Ramsey consents to the assignment of the Secondary Developer's right, title and interest in the Development Contract for Ramsey Town Center 3rd Addition dated December 22, 2004, by and between Ramdance LLC and the City of Ramsey in accordance with the terms and conditions of the aforesaid Assignment and Assumption of Development Contract. The City of Ramsey further consents to the conveyance of the property to be described after platting as Lots 1 and 2, Block 1, Ramsey Town Center 3rd Addition, Anoka County, from Ramdance LLC to Sophia-Ramsey LLC. Except for the rights and obligations specifically retained by Ramdance as set forth in this assignment, Ramdance LLC is relieved and discharged from all obligations, responsibilities and liabilities of Secondary Developer under the Development Contract.

CITY OF RAMSEY,
a Minnesota municipal corporation

By: _____
Thomas G. Gamec
Its: Mayor

By: _____
James E. Norman
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 9th day of March 2005, before me a Notary Public within and for said County, personally appeared Thomas G. Gamec and James E. Norman, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Administrator of the City of Ramsey, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said municipal corporation.

JOANN E. SHAW
Notary Public
Minnesota
My Commission Expires January 31, 2010

_____
Notary Public

consent to Assignment and Assumption of Development Contract for Ramsey Town Center 3rd Addition

This instrument was drafted by
and should be returned to:

Fafinski Mark & Johnson, P.A. (GPB)
Flagship Corporate Center
775 Prairie Center Drive, Suite 400
Eden Prairie, MN 55344
Ph (952) 995-9500

24418 (17)
SR (T)

ANOKA COUNTY MINNESOTA

Document No.: 482071.006 TORRENS

I hereby certify that the within instrument was filed in this office for record on: 03/10/2005 2:57:00 PM

Fees/Taxes In the Amount of: $19.50

MAUREEN DEVINE

Anoka County Property Tax Administrator/Recorder/Registrar of Titles

TAP, Deputy

Record ID: 1525466

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

RESOLUTION #13-11-195

RESOLUTION GRANTING REQUEST FROM SOPHIA-RAMSEY, LLC FOR TERMINATION OF DEVELOPMENT CONTRACT ON LOTS 1 AND 2, BLOCK 1, RAMSEY TOWN CENTER 3RD ADDITION.

WHEREAS, on December 22, 2004, the City entered into a development contract (the "Contract") with RAMDANCE, LLC related to required improvements, sureties, and other obligations related to the plat entitled Ramsey Town Center 3rd Addition (the "Plat"); and

WHEREAS, on March 8, 2005, the City approved an assignment of the Contract to Sophia-Ramsey, LLC; and

WHEREAS, the required improvements, sureties, and other obligations as required by the Contract have been completed.

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

1) That the City Council hereby certifies that all of Sophia-Ramsey, LLC's obligations have been satisfied under the "City of Ramsey Development Contract for Ramsey Town Center 3rd Addition", dated December 22, 2004, filed in the Office of the Registrar of Titles for Anoka County, Minnesota on February 23, 2005 as Document No. 481898.008, as assigned from Ramdance, LLC to Sophia-Ramsey, LLC by the "Assignment and Assumption of Development Contract for Ramsey Town Center 3rd Addition", dated March 8, 2005, filed in the Office of the Registrar of Titles for Anoka County, Minnesota on March 10, 2005 as Document No. 482071.006 (collectively, the "Development Contract").

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 12th day of November 2013.

_____
Mayor

ATTEST:

_____
City Clerk

RELEASE OF DEVELOPMENT AGREEMENT

Dated: November 12, 2013

FOR VALUABLE CONSIDERATION, the real property in Anoka County, Minnesota legally described as follows:

Lots 1 and 2, Block 1, RAMSEY TOWN CENTER 3RD ADDITION

is hereby released from the Development Agreement for RAMSEY TOWN CENTER 3RD ADDITION favor of the City of Ramsey, dated December 22, 2004 and filed as Document Number 481898.008 as assigned by the Assignment and Assumption of the Development Contract for RAMSEY TOWN CENTER 3RD ADDITION dated March 8, 2005 filed as Document Number 482071.006.

City Seal:

CITY OF RAMSEY

_____
Mayor

_____
City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this _____day of _____, 2013, 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

Drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Reviewed by:
Ratwik, Roszak & Maloney, P.A.
730 Second Ave. S., Suite 300
Minneapolis, MN 55402

CC Regular Session **4. 11.**

Meeting Date: 11/12/2013

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

Information

Title

Adopt Resolution #13-11-198 Adopting the Anoka County Multi-Jurisdictional Hazard Mitigation Plan

Purpose/Background:

All communities within Anoka County have updated the Multi-Jurisdictional Hazard Mitigation Plan. The document is now ready for adoption by each community. This effort does not represent a new effort, but is an update to the document already adopted by Anoka County and each of its communities.

Ramsey staff has made the appropriate updates and changes to the document and is now current.

The document can be viewed at http://www.readyanokacounty.us/hazard-mitigation.aspx

Funding Source:

The is no funding required for this action. Only costs incurred have been staff time to make the updates and forward to Anoka County Emergency Management for inclusion in the latest revision.

Recommendation:

Council pass resolution to adopt the Anoka County Multi-Jurisdictional Hazard Mitigation Plan

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Jim Way	Jo Thieling	11/07/2013 05:29 PM
Kurt Ulrich	Kurt Ulrich	11/07/2013 05:44 PM
Form Started By: Dean Kapler		Started On: 11/05/2013 08:51 AM
Final Approval Date: 11/07/2013		

RESOLUTION XX-XX-XXXX

RESOLUTION TO ADOPT
THE ANOKA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS, the State of Minnesota has ordained that every county and incorporated municipality in the state is required to have a Hazard Mitigation Plan approved by the Minnesota Department of Homeland Security and Emergency Management, to maintain eligibility for state disaster assistance after November 2004; and

WHEREAS, the Federal Emergency Management Administration (FEMA) under the Disaster Mitigation Act of 2000 has ordained that every county and incorporated municipality within the county is required to have a Hazard Mitigation Plan approved by FEMA in order to be eligible for Hazard Mitigation Grant Program Funding for Presidential disasters declared after November 2004; and

WHEREAS, under the Disaster Mitigation Act of 2000, the Federal Emergency Management Agency (FEMA) has issued an Interim Final Rule that details the minimum criteria for local hazard mitigation plans; and

WHEREAS, the City (Town) of _____ agrees with the concept of and necessity for hazard mitigation planning; and

WHEREAS, The Anoka County Hazard Mitigation Planning Committee recommends the adoption of the Anoka County Multi-Jurisdictional Hazard Mitigation Plan and;

WHEREAS, the Minnesota Department of Homeland Security and Emergency Management and the Federal Emergency Management Agency have conducted a review of and approved the Anoka County Multi-Jurisdictional Hazard Mitigation Plan;

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

we, the City of Ramsey Council (Board), hereby adopt the Anoka County Multi-Jurisdictional Hazard Mitigation Plan as submitted this 12th day of November 2013, the public welfare requiring it.

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 12th day of November 2013.

_____

Sarah Strommen, Mayor

ATTEST:

_____

Jo Theiling, City Clerk

CC Regular Session **4. 12.**

Meeting Date: 11/12/2013

By: Tim Gladhill, Community Development

Information

Title

Adopt Resolution #13-11-196 Granting Request for Allocation Agreement for Ramsey Town Center Addition

Purpose/Background:

The City has received a request from Sophia-Ramsey, LLC for a Release of Allocation Agreement for Ramsey Town Center Addition. The Allocation Agreement was executed on December 22, 2004 and allocates certain obligations of Ramsey Town Center, LLC to Sophia-Ramsey, LLC related to the original subdivision and Master Development Agreement for the Ramsey Town Center Addition.

It appears that all obligations under the agreement have now been completed, as the Master Development Agreement has since been terminated, and the Allocation Agreement may be released. In the event that final review determines that there are outstanding obligations, this case will be pulled for further review. Staff is forwarding the case at this time as there appears to be a real estate transaction of the Property scheduled for November 18, 2013.

Notification:

No notification is required.

Observations/Alternatives:

Alternative #1 - Grant Release of Allocation Agreement. As it appears that all obligations under the Agreement have been completed, this appears to be the preferred option, subject to final review by Staff.

Alternative #2 - Grant Release of Portions of the Allocation Agreement. It does not appear that there are individual items outstanding related to the Agreement.

Alternative #3 - Do not grant Release of Allocation Agreement. As there appear to not be any outstanding items related to the Agreement, this option is not preferred. The request to terminate the Contract is a result of a pending sale of the Property the week of November 18, 2013.

Funding Source:

Preparation of the case is being handled as part of normal Staff duties.

Recommendation:

Staff recommends that the City Council adopt Resolution #13-11-196 granting Release of Allocation Agreement for RAMSEY TOWN CENTER ADDITION for Lots 1 and 2, Block 1, RAMSEY TOWN CENTER 3RD ADDITION.

Action:

Motion to adopt Resolution #13-11-196 granting Release of Allocation Agreement for RAMSEY TOWN CENTER ADDITION for Lots 1 and 2, Block 1, RAMSEY TOWN CENTER 3RD ADDITION.

Attachments

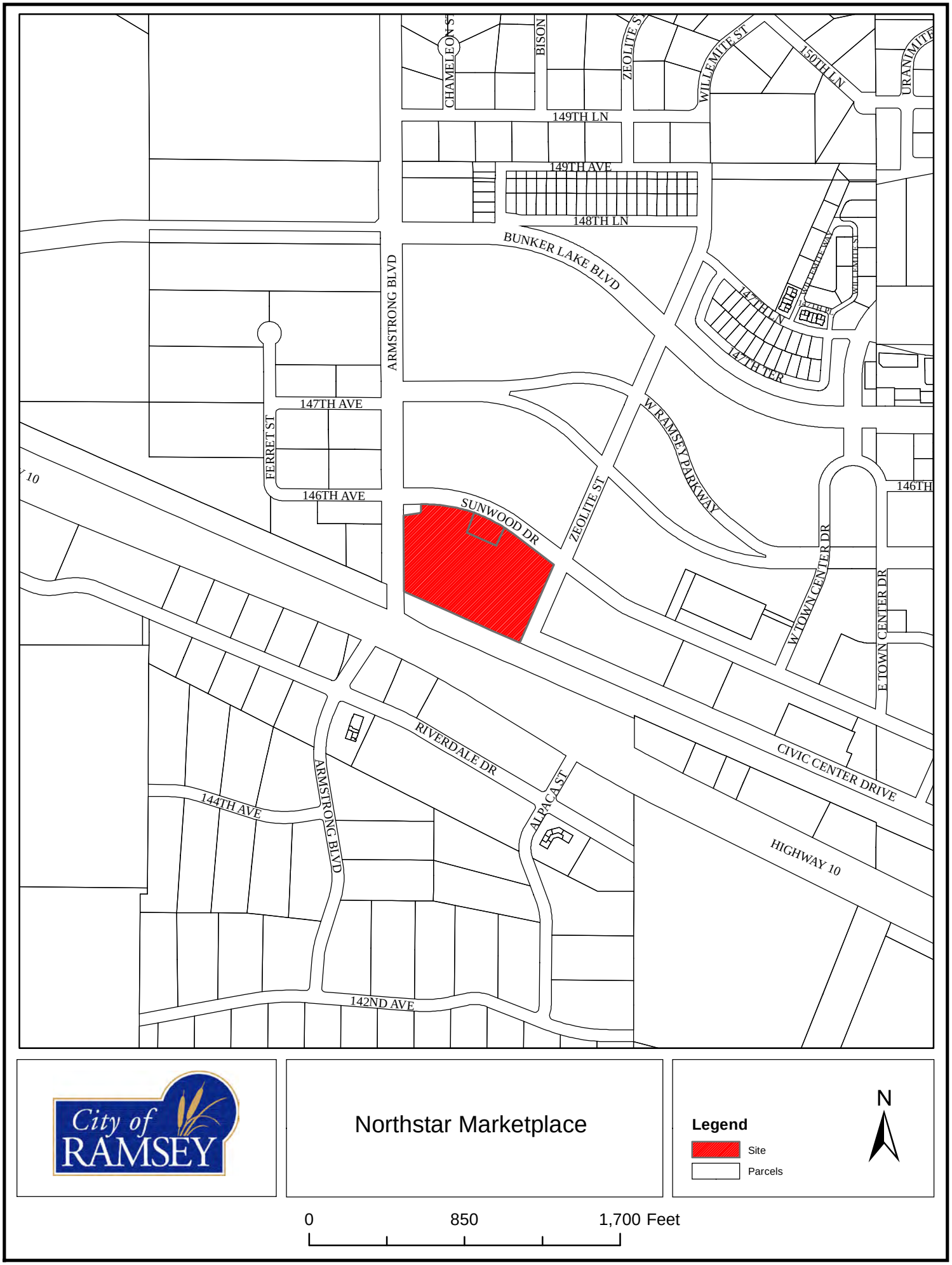
Site Location Map

Request for Release of Allocation Agreement

Resolution #13-11-196

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	11/07/2013 11:09 AM
Joe Langel	Kathy Schmitz	11/07/2013 04:19 PM
Kurt Ulrich	Kurt Ulrich	11/07/2013 04:36 PM
Form Started By: Tim Gladhill		Started On: 11/07/2013 10:38 AM
Final Approval Date: 11/07/2013		


CHAMELEON ST
BISON
ZEOLITE ST
WILLEMITE ST
150TH LN
URANIMITE
149TH LN
149TH AVE
148TH LN
BUNKER LAKE BLVD
ARMSTRONG BLVD
147TH LN
147TH TER
147TH AVE
FERRET ST
W RAMSEY PARKWAY
146TH AVE
SUNWOOD DR
ZEOLITE ST
146TH
W TOWN CENTER DR
E TOWN CENTER DR
RIVERDALE DR
CIVIC CENTER DRIVE
144TH AVE
ARMSTRONG BLVD
ALPACA ST
HIGHWAY 10
142ND AVE
City of RAMSEY
Northstar Marketplace
Legend
Site
Parcels
N
0
850
1,700 Feet

T (612) 337-6100 F (612) 339-6591
100 Washington Ave S | Suite 1300
Minneapolis, MN 55401
siegelbrill.com

SIEGEL BRILL PA
ATTORNEYS AT LAW

October 24, 2013

VIA U.S. MAIL

City of Ramsey, Planning Division
Attn: Tim Gladhill – Development Services Manager
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

Re: **Request for Release from Allocation Agreement**
Ramsey Town Center 3rd Addition
Our File No. 26353-000

Dear Mr. Gladhill:

We represent Sophia-Ramsey LLC, the owner of Lots 1 and 2, Block 1, Ramsey Town Center 3rd Addition, Anoka County, Minnesota, according to the recorded plat thereof (the "Property"). The Property was previously subject to a Master Development Agreement.[1] However, that Master Development Agreement was subsequently terminated by a Termination Agreement (the "Termination").[2] Prior to the Termination, the previous owner of the property, Ramdance, LLC, entered into an Allocation Agreement with the Master Declarant and the City of Ramsey.[3] The Allocation Agreement allocated the rights and obligations under the Master Development Agreement between the three (3) parties to the Allocation Agreement.

Article 3 of the Termination specifically states: "The...Allocation Agreements...are not terminated and are not otherwise affected by the termination of the Master Development Agreement." However, all of the rights/obligations allocated under the Allocation Agreement are allocations of the rights/obligations under specified sections of the Master Development Agreement. Therefore, the Allocation Agreement allocates rights and obligations that have

---

[1] City of Ramsey Master Development Agreement for Ramsey Town Center, dated September 17, 2003, filed in Anoka County on September 24, 2003 as **Document No. 446333.0 (Torrens)** and **Document No. 1854364.0 (Abstract)**; as amended by First Amendment to City of Ramsey Master Development Agreement for Ramsey Town Center, dated February 28, 2005 filed in Anoka County on March 9, 2005 as **Document No. 482049.001 (Torrens)** and **Document No. 1973508.001 (Abstract)**; as assigned by Assignment of Master Development Agreement for Ramsey Town Center, dated March 8, 2005, filed in Anoka County on March 10, 2005 as **Document No. 482071.010 (Torrens)**.

[2] Termination of Master Development Agreement and Parkland and Trail Plain Agreement, dated June 25, 2009, filed in Anoka County on June 26, 2009 as **Document No. 498611.002 (Torrens)** and **Document No. 2008427.001 (Abstract)**.

[3] Allocation Agreement for the Master Development Agreement Ramsey Town Center

been terminated by the Termination Agreement. As a result, the terms of Allocation Agreement have been nullified and rendered ineffective by the Termination Agreement.

Consequently, this letter is being sent to request one of the following:

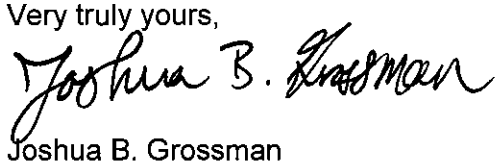
1. A letter from the City of Ramsey certifying that:
    a. the City of Ramsey has no outstanding assessments that have been levied against the Property pursuant to the Allocation Agreement;
    b. the Property is not otherwise encumbered by any outstanding obligations owed to the City of Ramsey pursuant to the Allocation Agreement; and
    c. the City of Ramsey no longer has the authority to levy assessments against the Property pursuant to the Allocation Agreement (because the Master Development Agreement has been terminated).

    OR

2. If there are outstanding assessments or obligations owed to the City of Ramsey pursuant to the Allocation Agreement, a letter from the City of Ramsey:
    a. Stating the specific amount and nature of any such outstanding assessments or obligations; and
    b. Certifying that the City of Ramsey does not have the authority to levy future assessments against the Property pursuant to the Allocation Agreement (because the Master Development Agreement has been terminated).

I have enclosed all of the referenced documents. Thank you for your attention to this matter. Please contact me with any questions or if there is anything I can do to help expedite the process.

Very truly yours,



Joshua B. Grossman

(612) 337-6134 | Direct
joshgrossman@siegelbrill.com

Enclosures

Record ID 1523709

Execution Version

481898.006

ANOKA COUNTY, MINNESOTA

ALLOCATION AGREEMENT

FOR THE MASTER DEVELOPMENT AGREEMENT

RAMSEY TOWN CENTER

Return to:
Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402

THIS ALLOCATION AGREEMENT ("Agreement"), is made and entered into as of December 22, 2004, by and between RAMSEY TOWN CENTER LLC, a Minnesota limited liability company ("Master Developer"), RAMDANCE LLC, a Minnesota limited liability company ("Secondary Developer") and CITY OF RAMSEY, a Minnesota municipal corporation ("City").

RECITALS:

A. Master Developer and the City have entered into that certain Master Development Agreement for Ramsey Town Center, dated September 17, 2003, recorded September 24, 2003 as Document No. 1854364 (Anoka County Abstract) and Document No. 446333 (Anoka County Torrens) (the "Master Development Agreement").

B. Master Developer and Secondary Developer have entered into a purchase agreement dated March 18, 2004, a first amendment to purchase agreement dated April 5, 2004, and a second amendment to purchase agreement dated September 21, 2004 (collectively, "Purchase Agreement") for the purchase of approximately thirty (30) acres of land located at the southeast corner of the intersection of Sunwood Drive and Armstrong Boulevard, in the City of Ramsey, County of Anoka, State of Minnesota.

C. A portion of the property subject to the Purchase Agreement that consists of approximately 9.5 acres and is legally described as Outlot I, Ramsey Town Center, is being purchased by the Secondary Developer under the Purchase Agreement for retail development that includes a grocery store ("Property").

D. The Master Development Agreement provides certain rights and obligations and assesses certain costs of the Ramsey Town Center development against the Property.

E. Pursuant to Section 14.1(a) of the Master Development Agreement, the Master

Developer may convey the Property to the Secondary Developer if the City joins in an agreement with the Master Developer and Secondary Developer describing the allocation of rights and obligations under the Master Development Agreement.

F. Master Developer and Secondary Developer desire that this Agreement serve as the agreement describing the allocation of rights and obligations under the Master Development Agreement.

G. In order to provide a source of funds for the payment of some of the costs under the Master Development Agreement that are allocated under this Agreement. The Secondary Developer shall deliver to the City, contemporaneously with the execution of this Agreement, a Letter of Credit in favor of the City in form and substance satisfactory for the City in lieu of the Escrow Agreement and Escrowed funds referenced in the Master Development Agreement.

H. As part of the development of the Property, the Secondary Developer and the City shall also enter into one or more Secondary Development Agreements specifically related to the development of the Property ("Secondary Development Agreement").

I. The Master Developer and City, as of the date of this Agreement, are and have been negotiating a First Amendment to the Master Development Agreement (the "First Amendment").

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **DEFINITIONS**. Except as otherwise provided in this Agreement, the terms defined in the Master Development Agreement shall have the same meaning when used in this Agreement.

2. **REPRESENTATIONS AND WARRANTIES OF THE SECONDARY DEVELOPER**. The Secondary Developer represents and warrants to the City:

a. The Secondary Developer holds fee title to the Property.

b. The Secondary Developer is a Minnesota limited liability company in good standing under the laws of the State of Minnesota. The Secondary Developer's members or board of governors have authorized the individual executing this Agreement on behalf of the Secondary Developer.

3. **MASTER DEVELOPMENT AGREEMENT**. Secondary Developer acknowledges and agrees that the Property remains subject to the Master Development Agreement. Except to the extent expressly modified in this Agreement, Master Developer and Secondary Developer are both subject to all of the restrictions in the Master Development Agreement that relate to the Property. Except to the extent expressly set forth to the contrary in this Agreement: (a) Master Developer shall remain liable for the performance of all of the Developer's obligations under the Master Development Agreement; (b) the City shall remain liable to Master Developer for the performance of all of the City's obligations under the Master

Development Agreement; (c) Secondary Developer shall not be liable to the City for the performance of the Developer's obligations under the Master Development Agreement; and (d) the City shall not be liable to Secondary Developer for the performance of the City's obligations under the Master Development Agreement.

All conditions set forth in Section 4.2 of the Master Development Agreement have been met to the satisfaction of the City or waived by the City and the City no longer has a right to terminate the Master Development Agreement under that Section. The City represents that there is no default by Master Developer of any term or condition of the Master Development Agreement for which the City has provided Formal Notice under Section 15.1 of the Master Development Agreement. The City acknowledges and agrees that, except as specifically amended herein, the Master Development Agreement is in full force and effect and has not been modified or amended.

To the extent that any provisions of this Agreement are inconsistent with or contrary to the provisions of the Master Development Agreement, the provisions of this Agreement shall control.

4. **FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT.** Secondary Developer acknowledges that the Master Developer and the City are in the process of negotiating the First Amendment. Secondary Developer acknowledges it has reviewed drafts of the First Amendment and Secondary Developer specifically acknowledges that the First Amendment provides for the City's levying of special assessments in the amount of $141,000.00 against the Property for the AUAR Roadway Improvements and provides for increases in the amount of the special assessments the City will levy against the Property for the City Phase I Roadway Improvements, the City Phase II Roadway Improvements and the City Phase I Parking Improvements (which are re-defined in the First Amendment as the "Parking Improvements") by $6,132.45, $8,438.00 and $42,000.00 respectively. Secondary Developer agrees that if the City and the Master Developer agree to and execute a First Amendment in a form which provides for special assessments as described above, Secondary Developer will execute the First Amendment for the purpose of subjecting the Property to such assessments and waiving its appeal rights with respect to such assessments, provided the First Amendment also provides: for (a) the deletion of Sections 4.18 (SPECIAL SERVICE DISTRICT – PARK IMPROVEMENTS and 4.19 (SPECIAL SERVICE DISTRICT – AUAR ROADWAY IMPROVEMENTS) of the Master Development Agreement; (b) the City agreeing that it will not assess the Secondary Developer or the Property any amounts for an enhanced level of park improvements; and (c) the City agreeing that it will not assess the Secondary Developer or the Property any amounts for AUAR Roadway Improvements in excess of $141,000.00.

5. **SECONDARY DEVELOPER'S RIGHTS AND OBLIGATIONS UNDER THE MASTER DEVELOPMENT AGREEMENT.** Secondary Developer's rights and obligations under the Master Development Agreement with respect to the Property shall be as follows:

a. **Section 4.7.** Both Master Developer and Secondary Developer shall have the benefit of Section 4.7 of the Master Development Agreement as it relates to the Property, and Secondary Developer may enforce Section 4.7, as it relates to the Property, against the City. So long as Secondary Developer has rights in any portion of the

Property, as fee owner, Secondary Developer must consent, in writing, to any requested change to the RTC Controls that affect that portion of the Property.

b. **Letter of Credit.** Secondary Developer agrees to submit a letter of credit in form and substance acceptable to the City, in place of the Escrow Agreement referenced in Sections 7.7, 7.13 and 9.7 of the Master Development Agreement, with respect to Secondary Developer's acquisition of the Property. If the letter of credit is for a limited term, the Secondary Developer must provide renewals of the letter of credit until the City releases the letter of credit. The City must release the letter of credit when the assessments levied against the Property described in Section 7.7. 7.13 and 9.7 are paid in full or, if the Developer and the City execute the First Amendment, when the special assessments described in the First Amendment have been levied and the time period in which an owner of property subject to the special assessment may appeal the special assessment has expired. The City shall give Secondary Developer fifteen (15) days written notice prior to drawing on the letter of credit.
Said notice shall be addressed to:

Ramdance, LLC
Attn. Keith McDonald
669 North Medina Street
P.O. Box 8
Loretto, MN 55357

The City shall permit the Secondary Developer to pay special assessments levied against the Property prior to drawing on the letter of credit.

c. **Special Service District-Park Improvements**. Secondary Developer acknowledges that it is subject to and bound by the terms of Section 4.18 (Special Service District—Park Improvements) and waives the right to object to the establishment of the special service district, waives its right to appeal the establishment of the special service district, and waives its right to file an objection to the ordinance, pursuant to Minn. Stat. Ch. 428A as cited in Section 4.18, with respect to the Property.

d. **Service District-AUAR Roadway Improvement.** Secondary Developer acknowledges that it is subject to and bound by the terms of Section 4.19 (Special Service District—AUAR Roadway Improvements) and waives the right to object to the establishment of the special service district, waives its right to appeal the establishment of the special service district, and waives its right to file an objection to the ordinance, pursuant to Minn. Stat. Ch. 428A as cited in Section 4.19, with respect to the Property.

e. **Allocation of Assessments for City Phase I Improvements.** Section 7.6 of the Master Development Agreement provides for the assessment of a portion of the costs of the City Phase I Roadway Improvements against the Property. Minnesota Statutes Chapter 429, the City's Charter and the City's Ordinances authorize the City to assess the costs of the City Phase I Roadway Improvements against the Property. Secondary Developer hereby consents to an assessment by the City in an amount equal to $35,041.00 against the Property for the City Phase I Roadway Improvements. The amount of the assessment is calculated by multiplying 4.0% times $876,035.00 in accordance with the Master Development Agreement. Secondary Developer waives any

and all procedural and substantive objections to a special assessment in the amount of $35,041.00 against the Property, including, but not limited to, notice and hearing requirements, claims that the Property, or any part thereof, does not receive a benefit from the City Phase I Roadway Improvements claims that the assessment is not uniform upon the classes of property and claims that the amount of the special assessment allocated to the Property exceeds the benefit to the Property. Secondary Developer also waives any appeal rights otherwise available pursuant to Minnesota Statutes, Section 429.081 and any rights available under the City Charter or the City Ordinances. The consents and waivers set forth in this section run with title to the Property and are binding on Secondary Developer and its successors and assigns.

The City does not intend to levy this special assessment until the City completes the City Phase I Roadway Improvements. Until the City levies the special assessment, the special assessment constitutes a pending special assessment. Once the City levies the special assessment against the Property, the amount of the special assessment set forth above shall be paid in a single installment to the City. As security to ensure payment of the special assessment for the City Phase I Roadway Improvements, Secondary Developer shall provide the City a letter of credit in form and substance acceptable to the City in the amount of 35,041.00. Payment of the special assessment shall be disbursed in accordance with the letter of credit. If the cost of the City Phase I Roadway Improvements is greater than anticipated, the City reserves the right to levy an assessment in a greater amount or levy supplemental assessments pursuant to Minnesota. Statutes, Section 429.071, but the Secondary Developer has not, in any way, consented or agreed to an assessment in an amount greater than $35,041.00 or to supplemental assessments or waived any appeal rights with respect to an assessment in an amount greater than $35,041.00 or to supplemental assessments.

f. **Completion of City Phase II Improvements.** The City represents that the City Phase II Roadway Improvements and City Phase II Utility Improvements have not been commenced but are anticipated to be commenced on or before June 1, 2005 and anticipated to be substantially completed on or before August 31, 2005, with the final lift of the City Phase II Roadway Improvements being installed within six months after this date subject to seasonal construction limitations. Substantially completed means that the City Phase II Roadway Improvements shall be open to the public for pedestrian and vehicle traffic and that water, sanitary sewer and storm sewer utilities shall be available to a connection point within property adjacent to such roadways in sufficent quantities for the development approved by the City.

g. **Allocation of Assessments for City Phase II Improvements.** Section 7.12 of the Master Development Agreement provides for the assessment of a portion of the costs of the City Phase II Roadway Improvements against the Property. Minnesota Statutes Chapter 429, the City's Charter and the City's Ordinances authorize the City to assess the costs of the City Phase II Roadway Improvements against the Property. Secondary Developer hereby consents to an assessment by the City in an amount equal to $13,426.00 against the Property for the City Phase II Roadway Improvements. The amount of the assessment is calculated by multiplying 4.0% times $335,660.00 in accordance with the Master Development Agreement. Secondary Developer waives any and all procedural and substantive objections to a special assessment in the amount of

$13,426.00, against the Property including, but not limited to, notice and hearing requirements, claims that the Property, or any part thereof, does not receive a benefit from the City Phase II Roadway Improvements claims that the assessment is not uniform upon the classes of property and claims that the amount of the special assessment allocated to the Property exceeds the benefit to the Property. Secondary Developer also waives any appeal rights otherwise available pursuant to Minnesota Statutes, Section 429.081 and any rights available under the City Charter or the City Ordinances. The consents and waivers set forth in this section run with title to the Property and are binding on Secondary Developer and its successors and assigns.

The City does not intend to levy this special assessment until the City completes the City Phase II Roadway Improvements. Until the City levies the special assessment, the special assessment constitutes a pending special assessment. Once the City levies the special assessment against the Property, the amount of the special assessment set forth above shall be paid in a single installment to the City. As security to ensure payment of the special assessment for the City Phase II Roadway Improvements and the City Phase II Utility Improvements, Secondary Developer shall provide the City a letter of credit in form and substance acceptable to the City in the amount of $13,426.00. Payment of the special assessment shall be disbursed in accordance with the letter of credit. If the cost of the City Phase II Roadway Improvements is greater than anticipated, the City reserves the right to levy an assessment in a greater amount or levy supplemental assessments pursuant to Minnesota. Statutes, Section 429.071, but the Secondary Developer has not, in any way, consented or agreed to an assessment in an amount greater than $13,426.00 or to supplemental assessments or waived any appeal rights with respect to an assessment in an amount greater than $13,426.00 or to supplemental assessments.

h. **Phase I Parking Ramps**. Section 9.6 of the Master Development Agreement provides for the assessment of a portion of the costs of the Phase I Parking Ramp against the Property. Minnesota Statutes Chapter 429, the City's Charter and the City's Ordinances authorize the City to assess the costs of the Phase I Parking Ramp against the Property. Secondary Developer hereby consents to an assessment by the City in an amount equal to $240,000.00 against the Property for the Phase I Parking Ramp. The amount of the assessment is calculated by multiplying 4.0% times $6,000,000.00 in accordance with the Master Development Agreement. Secondary Developer waives any and all procedural and substantive objections to a special assessment in the amount of $240,000.00 against the Property, including, but not limited to, notice and hearing requirements, claims that the Property, or any part thereof, does not receive a benefit from the Phase I Parking Ramp, claims that the assessment is not uniform upon the classes of property and claims that the amount of the special assessment allocated to the Property exceeds the benefit to the Property. Secondary Developer also waives any appeal rights otherwise available pursuant to Minnesota Statutes, Section 429.081 and any rights available under the City Charter or the City Ordinances. The consents and waivers set forth in this section run with title to the Property and are binding on Secondary Developer and its successors and assigns.

Until the City levies the special assessment, the special assessment constitutes a pending special assessment. Once the City levies the special assessment against the Property, the amount of the special assessment set forth above shall be paid in a single installment to

the City. As security to ensure payment of the special assessment for the Phase I Parking Ramp, Secondary Developer shall provide the City a letter of credit in form and substance acceptable to the City in the amount of $240,000.00. Payment of the special assessment shall be disbursed in accordance with the letter of credit. If the cost of the City Phase I Parking Ramp is greater than anticipated, the City reserves the right to levy an assessment in a greater amount or levy supplemental assessments pursuant to Minnesota. Statutes, Section 429.071, but the Secondary Developer has not, in any way, consented or agreed to an assessment in an amount greater than $240,000.00 or to supplemental assessments or waived any appeal rights with respect to an assessment in an amount greater than $240,000.00 or to supplemental assessments.

i. **Streetscape Construction**. The Master Developer is responsible, at its cost and expense, to construct and install certain landscaping and pedestrian improvements within or adjacent to the rights-of-way for the City Phase I Roadway Improvements and the City Phase II Roadway Improvements in accordance with Section 11.1 and Section 11.2 of the Master Development Agreement ("Streetscape Construction"). The Secondary Developer is assuming the obligation to construct certain portions of the Streetscape Construction located along the south side of Sunwood Drive NW adjacent to the Property and the west side of Zeolite Street NW adjacent to the Property in accordance with the Secondary Development Agreement. Except for Secondary Developer's Streetscape Construction obligation set forth above, Secondary Developer shall not be responsible to perform or pay for the cost of any obligation concerning Streetscape Construction. The City shall not assess the Secondary Developer or the Property any amounts for the Streetscape Construction.

j. **Phase Final Plans.** Secondary Developer is responsible for complying with Section 4.14 (preparation of final plans for grading within a phase) of the Master Development Agreement with respect to the Property.

6. **MASTER DEVELOPER'S RIGHTS AND OBLIGATIONS UNDER THE MASTER DEVELOPMENT AGREEMENT**. Except to the extent provided otherwise in this Agreement, Master Developer shall have all rights and obligations of the Developer under the Master Development Agreement with respect to the Property. Without limiting the generality of the foregoing, Master Developer agrees as follows with respect to the Property:

a. **Payments Responsibility**. Any payments or obligations to the City arising under the Master Development Agreement or any Secondary Development Agreement relating to the Property are the sole responsibility of Master Developer, except to the extent Secondary Developer has expressly assumed such payments or other obligations in writing. Without limiting the generality of the foregoing, Master Developer shall be responsible for the payment of all park and trail fees pursuant to Section 4.12 of the Master Development Agreement.

This Section 6 is an agreement between Master Developer and Secondary Developer, and is not binding on the City.

7. **CITY AGREEMENT**. The City hereby agrees as follows:

a. The City's remedies under Section 15.1 of the Master Development Agreement are hereby modified as follows with respect to the Property:

(1) **Default Notice**. The City shall provide Secondary Developer with Formal Notice of default by Master Developer under the terms of the Master Development Agreement, if the default specifically relates to the construction of improvements necessary for the Development of all or any portion of the Property, at the same time the City gives notice to Master Developer, and Secondary Developer shall have the same cure rights as Master Developer has under the Master Development Agreement. For purposes of such Formal Notice, Secondary Developer's address shall be 669 North medina Street, P.O. Box 8, Loretto, MN 55357-0008 or to the City in accordance with the "Formal Notice" provision in the Master Development Agreement. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above; provided, that a notice not given as provided above is, if it is in writing, deemed given if and when actually received by a party.

(2) **Cure of Default**. The City under Section 15.1(b) of the Master Development Agreement grants Secondary Developer the right to provide the City with assurances that Secondary Developer will cure Master Developer's defaults under the Master Development Agreement that specifically relate to the construction of improvements necessary for the Development of all or any portion of the Property, and the right to perform Master Developer's obligations under the Master Development Agreement that specifically relate to the construction of improvements necessary for the Development of all or any portion of the Property as contemplated in Section 15.1(b) of the Master Development Agreement. If the City deems the assurances the Secondary Developer provides to be adequate and the Secondary Developer commences and continues performance of Master Developer's obligations under the Master Development Agreement in conformance with such assurances, the City agrees not to suspend any work, improvement or obligation to be performed by the City that is necessary for the Development of all or any portion of the Property as a result of such Master Developer default. For purposes of the various subsections of this Section 6(a), the question of whether a default relates to the construction of improvements necessary for the Development of all or any portion of the Property or a Phase within the Property shall be based on a reasonable determination by the City.

(3) **Limited Denial of Building Permits**. Under Section 15.1(d) of the Master Development Agreement, the City will not deny building permits for buildings within the Property if the default under the terms of the Master Development Agreement does not specifically relate to the construction of improvements necessary for the Development of all or any portion of the Phase or, if the default does specifically relate to the construction of improvements necessary for the Development of the Property or if the default does specifically relate to the construction of improvements necessary for the Development of the Property until Secondary Developer has received notice and had an opportunity to cure as provided above. The City agrees that Master Developer's default in the

performance of one or more of the obligations the letters of credit described in Sections 7.2(c) and 7.8(d) of the Master Development Agreement secure do not specifically relate to the construction of improvements necessary for the development of the Property and the City agrees not to deny building permits for buildings within a Phase of the Property and not to withhold approval of Final Plans of the Property if the Master Developer defaults in the performance of one or more of the obligations the Letters of Credit described in Sections 7.2(c) and 7.8(d) of the Master Development Agreement secure.

b. **Notification by City**. The City agrees to use reasonable efforts to provide to Secondary Developer, by facsimile and by U.S. mail, written notice of all meeting time, dates, locations and agendas of the Ramsey Town Center Review Board, and Secondary Developer shall be entitled to attend and participate in all such Review Board meetings; provided, however, the City shall have no liability for failure to provide such notice and the failure to provide such notice shall not prejudice the effectiveness of any action taken at any such meetings.

c. **City Consent to Conveyance**. The City hereby consents to the conveyance of the Property from Master Developer to Secondary Developer.

d. **City and Secondary Developer Acknowledgment of Development Agreement Status**. The City acknowledges and agrees that, except as specifically amended herein, the Master Development Agreement is in full force and effect and has not been modified or amended. Notwithstanding the terms of Section 10.1 of the Master Development Agreement, the City has allowed the Developer to commence the first phase of the mass grading and storm water management system construction without requiring the Developer to submit a letter of credit in an amount equal to 125% of the full cost of the mass grading for the Subject Property and 125% of the cost of the storm water management system which is a part of the first phase. Instead, the City has allowed the Developer to commence specified mass grading and storm water management system construction based on a letter of credit in an amount the City deems sufficient to secure the Developer's performance of the specified activities. The Secondary Developer acknowledges and agrees that the provisions of the Master Development Agreement relating to the Master Development Agreement are solely for the benefit to the City, and the Secondary Developer further agrees that City may from time to time and in the City's sole and absolute discretion, determine the amount of the letter of credit the City requires from the Master Developer or waive the requirement for the letter of credit.

8. **MISCELLANEOUS PROVISIONS.**

a. **Binding Upon Successors**. The terms, provisions, covenants, and agreements contained in this Agreement shall apply to, be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.

b. **Paragraph Headings**. The paragraph headings used in this Agreement are for convenience purposes only, and shall not be used in the interpretation of this Agreement.

c. **No Waiver**. Failure of a party to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred shall not be construed as a waiver of any such covenant or condition.

d. **Amendment by Written Agreement**. This Agreement cannot be varied except by written agreement executed by Master Developer, Secondary Developer and the City.

e. **Conflict with Applicable Laws.** If any items, terms, or provisions contained in this Agreement are in conflict with any applicable Federal, state, or local laws, this Agreement shall be affected only as to its application to such items, terms, or provisions, and shall in all other respects remain in full force and effect.

f. **No Partner or Joint Venture**. Nothing contained herein is intended to make, nor shall it ever be construed to make, Master Developer and Secondary Developer partners or joint venturers.

g. **Provisions Severable.** The provisions of this Agreement are severable, and if any provision or part hereof or the application thereof to any person or circumstances shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

h. **Payment of Attorney's Fees.** In the event Master Developer or Secondary Developer breaches any of the terms, provisions, covenants, or agreements contained in this Agreement and Master Developer and Secondary Developer become involved in litigation with regard to breach hereof, the prevailing party shall be entitled to be paid its reasonable attorneys' fees.

i. **Meanings of Terms.** All capitalized terms used in this Agreement but not defined herein shall have the meanings set forth in the Master Development Agreement.

signature pages follow

IN WITNESS WHEREOF, Master Developer, Secondary Developer and the City have executed this Allocation Agreement in multiple copies, each of which shall be deemed to be an original, as of the date first above written.

MASTER DEVELOPER:

RAMSEY TOWN CENTER LLC,
a Minnesota limited liability company

By: Bruce A. Nedegaard
Print: Bruce A. Nedegaard
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 21 day of December, 2004, by Bruce A. Nedegaard, the chief manager of Ramsey Town Center LLC, a Minnesota limited liability company, on behalf of the company.

Kelly J. Nekola
Notary Public

KELLY J. NEKOLA
Notary Public-Minnesota
Anoka County
My Commission Expires Jan. 31, 2005

signature page to Allocation Agreement
Dated December 22, 2004

SECONDARY DEVELOPER:

RAMDANCE LLC,
a Minnesota limited liability company

By: _____
Print: Keith J. McDonald
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 27TH day of December, 2004, by Keith J. McDonald, the chief manager of Ramdance LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

MARILYN F. HUETTL
NOTARY PUBLIC-MINNESOTA
MY COMMISSION EXPIRES 1-31-2005

signature page to Allocation Agreement
Dated December 22, 2004

CITY:

CITY OF RAMSEY,
a Minnesota municipal corporation

By: _____
Print: Thomas G. Gamec
Its: Mayor

By: _____
Print: James E. Norman
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 28th day of December, 2004, by Thomas G. Gamec, the mayor of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 28th day of December, 2004, by James E. Norman, the city administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

Document drafted by and
after recording return to:

William K. Goodrich
Randall, Dehn & Goodrich
2140 Fourth Avenue North
Anoka, Minnesota 55303
Telephone No: (763) 421-5424

signature page to Allocation Agreement
Dated December 22, 2004

928924

MWM

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ANOKA COUNTY MINNESOTA

Document No.: 481898.006 TORRENS

I hereby certify that the within instrument was filed in this office for record on: 02/23/2005 2:37:00 PM

Fees/Taxes In the Amount of: $29.50

MAUREEN DEVINE

Anoka County Property Tax

Administrator/Recorder Registrar of Titles

TAP, Deputy

Record ID: 1523709

1854364

446333

CITY OF RAMSEY
MASTER DEVELOPMENT AGREEMENT
FOR RAMSEY TOWN CENTER

By and Between

CITY OF RAMSEY,

And

RAMSEY TOWN CENTER LLC

Dated: September 17, 2003

This document was drafted by:

BRIGGS AND MORGAN, P A. (TLB)
W2200 First National Bank Building
332 Minnesota Street
St. Paul, Minnesota 55101

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CITY OF RAMSEY

MASTER DEVELOPMENT AGREEMENT

FOR RAMSEY TOWN CENTER

THIS MASTER DEVELOPMENT AGREEMENT (the "Master Agreement"), is made, entered into and effective as of the 17th day of September, 2003, by and between the CITY OF RAMSEY, a Minnesota municipal corporation and a home rule charter city (the "City") and RAMSEY TOWN CENTER LLC, a Minnesota limited liability company (the "Developer") Subject to the terms and conditions of this Master Agreement, and in reliance upon the representations, warranties and covenants of the parties herein contained, the City and the Developer hereby agree as follows

ARTICLE 1
RECITALS AND GUIDING PRINCIPLES

1 1 The City and the Developer have entered into a Memorandum of Understanding dated April 11, 2003 providing preliminary guidelines for the creation and execution of this Master Agreement This Master Agreement supersedes the Memorandum of Understanding As set forth in Section 12 3, the City and the Developer agree that the Memorandum of Understanding is hereby terminated and shall have no further force or effect

1 2 The City has created the Town Center District under the Zoning Ordinance and the City will create a Town Center Review Board, as contemplated in the Zoning Ordinance The City agrees to appoint the members of the Town Center Review Board within 90 days after the date hereof

1 3 The City has determined that the Developer's Master Development Plan is consistent with the City's Comprehensive Plan and with the RTC Ordinance

1 4 On August 12, 2003, the Council approved the Developer's Preliminary Plat for the Subject Property subject to the conditions subsequent set forth in the resolution approving the Preliminary Plat The Developer has submitted the Master Final Plat to the City for review and approval

1 5 The City and the Developer intend that the Subject Property will be developed and used as the RTC Project in accordance with the RTC Controls

1 6 The City and the Developer agree that the Developer may seek to create Development through the use of one or more Secondary Developers, and that Secondary Developers may increase the benefits to the City through increased Development

1 7 The City and the Developer acknowledge that the following principals have influenced the discussions and negotiations leading up to this Master Agreement and expect that

these principals will continue to influence the Development of the Subject Property pursuant to this Master Agreement

(a) City Goals The activities of the City are undertaken for the purpose of providing a mixed use, transit-oriented and pedestrian-friendly development that is sustainable, provides housing, commercial and employment opportunities for the citizens of the City, and promotes the general welfare of the City The City will endeavor to participate in the development of appropriate facilities to benefit residents of the City

(b) Developer Goals The activities of the Developer are undertaken for the purpose of creating, within the City, an entirely new community of residential, commercial, civic and retail users

(c) Financial Sourcing The City and the Developer desire to encourage investments by and partnerships of interest with other governmental units and not-for-profit entities

(d) Security The City and the Developer desire to provide appropriate means, security, recourse and remedies to protect the public and private investment

(e) Project Control The City and the Developer desire to provide a Master Development Plan and Master Agreement and mechanisms to ensure conformity to the Master Development Plan and Master Agreement, to ensure the community is built with controls and standards encouraging sales and livability

(f) Civic Investment The City and the Developer desire to individually and jointly invest in civic facilities for the general welfare and common good, including, but not limited to, community and government centers, parks and public green space, pedestrian trails, and convenient parking facilities and transit

1 8 The Subject Property is bounded on the south by railroad right-of-way The Developer has made inquiries with the City regarding the current planning and zoning status of property located south of the railroad right-of-way, north of the right-of-way of State Highway 10, west of Ramsey Boulevard and East of Armstrong Boulevard The City has advised the Developer that the property is currently subject to an interim ordinance the City adopted pursuant to Minnesota Statutes, Section 462 355, Subd 4 and that the City is currently pursuing the adoption of an official map pursuant to Minnesota Statutes, Section 462 359 If adopted, the official map will indicate the property is necessary for future public uses

ARTICLE 2
DEFINITIONS

2 1 DEFINITIONS When used in this Master Agreement, the following terms shall have the meanings specified in this Article 2 Each definition or pronoun herein shall be deemed to refer to the singular, plural, masculine, feminine or neuter as the context requires Words such as "herein," "hereinafter," "hereof," "hereto" and "hereunder," when used in reference to this

Master Agreement, refer to this Master Agreement as a whole, unless the context requires otherwise

(a) AUAR "AUAR" means that certain Town Center Alternative Urban Areawide Review, prepared by Emmons & Oliver Research, Inc , dated June 24, 2003

(b) AUAR Roadway Improvements "AUAR Roadway Improvements" means those roadway improvements described on Exhibit J

(c) Certificate of Completion "Certificate of Completion" has the meaning set forth in Section 14 6

(d) Charter School "Charter School" means the land and building designed for use as a educational facility to be located on Lot 1, Block 1 of the Preliminary Plat

(e) City "City" means the City of Ramsey, a Minnesota municipal corporation and home rule charter City

(f) City Engineer "City Engineer" means the engineer or engineering firm designated by the City

(g) City Hall Site "City Hall Site" means the portion of Outlot O of the Preliminary Plat identified as the 101,000 square foot City Hall/Police Station and the 63,000 square foot parking ramp depicted on the attached Exhibit B

(h) City Phase I Roadway Improvements "City Phase I Roadway Improvements" means Sunwood Drive as shown on Sheets 58 and 61 through 68 of the Master Development Plan and Rhinestone Street NW as shown on Sheets 60 and 72 through 74 of the Master Development Plan

(i) City Phase I Utility Improvements "City Phase I Utility Improvements" means the water, sanitary sewer and storm water improvements described on Exhibit C

(j) City Phase II Roadway Improvements "City Phase II Roadway Improvements" means Civic Center Drive as shown on Sheets 94 to 98 of the Master Development Plan , Zeolite Street as shown on Sheets 69 to 71 of the Master Development Plan , and Town Center Drive North from Bunker Lake Boulevard (County 116) to the northerly boundary of the Subject Property (sometimes referred to as Variolite)

(k) City Phase II Utility Improvements "City Phase II Utility Improvements" means the water, sanitary sewer and storm water improvements described on Exhibit D

(l) City Property "City Property" means the City's Ninety Foot Tract and the City Well site

(m) City Public Improvements "City Public Improvements" means the City Roadway Improvements and the City Utility Improvements

(n) City Roadway Improvements "City Roadway Improvements" means the City Phase I Roadway Improvements and the City Phase II Roadway Improvements

(o) City Utility Improvements "City Utility Improvements" means the City Phase I Utility Improvements and the City Phase II Utility Improvements

(p) City Well Site "City Well Site" means Lot 1, Block 3 as depicted on the Preliminary Plat

(q) City's Ninety Foot Tract "City's Ninety Foot Tract" means the north ninety (90) feet of the Northwest Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota

(r) Comprehensive Plan "Comprehensive Plan" means the City's Comprehensive Plan dated December, 2001, as amended in February, 2002

(s) Council "Council" means the governing body of the City

(t) County "County" means Anoka County, Minnesota

(u) Developer "Developer" means Ramsey Town Center LLC, a Minnesota limited liability company and, subject to Article 14, its successors in title and assigns

(v) Developer Public Improvements "Developer Public Improvements" means those improvements the Developer is obligated to construct pursuant to Articles 10 and 11

(w) Development "Development" means any use of the Subject Property (other than the level of agricultural use currently taking place on the Subject Property) and any construction on or improvement of the Subject Property Development includes, but is not limited to, land clearing, grading, excavation, construction of buildings or structures and installation of Phase Public Improvements, Developer Public Improvements and City Public Improvements Development also includes material alteration of the Subject Property

(x) Development Guidelines "Development Guidelines" means the development standards and guidelines to be approved in accordance with Subdivision 5 of the RTC Ordinance

(y) Final Plans "Final Plans" means, with respect to each Phase, the Final Plat, the Secondary Development Agreement, the final site plan (if applicable), and the other plans and drawings the City approves pursuant to the RTC Controls for that Phase and the improvements to be constructed within that Phase, as the same may be amended from time to time The Final Plans shall address the following

(i) grading,

(ii) wetlands,

(iii) surface water quality,

(iv) storm water controls, erosion controls and drainage,

(v) street and lot layout,

(vi) utilities,

(vii) landscaping,

(viii) basement elevations,

(ix) signage,

(x) easements for public utilities,

(xi) parking

(xii) building location and exterior building design and appearance

(z) Final Plat "Final Plat" means the Master Final Plat and the final plat the City approves for each Phase in accordance with the RTC Controls

(aa) Force Majeure "Force Majeure" means acts of God, including, but not limited to, floods, ice storms, blizzards, tornadoes, landslides, lightning and earthquakes (but not including reasonably anticipated weather conditions for the geographic area), riots, insurrections, war or civil disorder affecting the performance of work, blockades, power or other utility failures, fires or explosions, labor strikes or labor shortages and shortage of materials If a party's performance of an obligation under this Master Agreement is expressly made subject to Force Majeure and the party is unable to perform the obligation within the time period set forth in this Master Agreement as the result of an occurrence of a Force Majeure, the time period in which the party is obligated to perform the obligation is extended during the continuance of the Force Majeure and a reasonable period for recovery or restoration thereafter

(bb) Formal Notice "Formal Notice" means notices given by one party to the other if in writing and if and when delivered or tendered either in person or by depositing it in the United States mail for delivery via certified mail, return receipt requested, with postage and postal charges prepaid, addressed as follows

If to City
City of Ramsey
15153 Nowthen Blvd
Ramsey, MN 55303
Attention City Administrator

If to Developer Ramsey Town Center LLC
4200 Central Ave N E
Minneapolis, MN 55421
Attention President

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as provided above is, if it is in writing, deemed given if and when actually received by a party

(cc) Storm Sewer Phasing Plan Exhibit "Storm Sewer Phasing Plan Exhibit" means the Storm Sewer Phasing Plan described in Section 10 1 and attached as Exhibit K

(dd) Master Agreement "Master Agreement" means this agreement as the same may be from time to time modified, amended or supplemented

(ee) Master Development Plan "Master Development Plan" consists of the Final Plat and Engineering submittal, drafted by Polaris Group, Close Landscape Architecture, Glenn Rehbein Companies and URS, last revised August 27, 2003, showing the development concept uses, densities, acreages, street pattern and future subdivision plan for the Subject Property The term "Master Development Plan" also includes any additions or changes to the various components of the Master Development Plan the Council subsequently approves pursuant to the RTC Ordinance

(ff) Master Final Plat "Master Final Plat" means the plat of Ramsey Town Center Addition which will be based on the Preliminary Plat the Council approved on August 12, 2003

(gg) Master Grading Plan "Master Grading Plan" means Sheets 19-47 of the Master Development Plan

(hh) Memorandum of Understanding "Memorandum of Understanding" means that certain letter agreement between the City and the Developer, dated April 11, 2003

(ii) Other Regulatory Agencies "Other Regulatory Agencies" means and includes, jointly and severally, the following

(i) Minnesota Department of Transportation ("MnDOT"),

(ii) the County,

(iii) State of Minnesota,

(iv) Lower Rum River Watershed Management Organization,

(v) Minnesota Pollution Control Agency,

(vi) Metropolitan Council,

(vii) Minnesota Department of Natural Resources ("DNR",)

(viii) U S Army Corps of Engineers,

(ix) Minnesota Department of Health,

(x) Minnesota Board of Water and Soil Resources,

(xi) Minnesota Environmental Quality Board,

(xii) any other regulatory or governmental agency or entity affected by, or having jurisdiction over, Development on the Subject Property

(jj) Parkland "Parkland" means the portions of the Subject Property the Developer is obligated to convey to the City or dedicate to the public as public parks The Parkland is legally described on the attached Exhibit E

(kk) Parkland Improvements "Parkland Improvements" has the meaning set forth in Section 4 11

(ll) Parkland and Trail Plan "Parkland and Trail Plan" means the preliminary Parkland and Trail Plans to be agreed upon pursuant to Section 4 11

(mm) Phase The City and the Developer contemplate that the Subject Property will be developed in numerous phases, the precise boundaries of which are not yet established A "Phase" is a portion of the Subject Property intended for separate Development A Phase may either be a "proposed" Phase if the City has not yet approved the Final Plans for that Phase or an "approved" Phase if the City has approved the Final Plans for that Phase

(nn) Phase I Landscape Plan "Phase I Landscape Plan" means the Phase I Landscape Plan described in Section 7 2(b)

(oo) Phase I Parking Ramp "Phase I Parking Ramp" means the Phase I Parking Ramp described in Section 9 2

(pp) Phase II Landscape Plan "Phase II Landscape Plan" means the Phase II Landscape Plan described in Section 7 8(c)

(qq) Phase Public Improvements "Phase Public Improvements" are those Public Improvements the Secondary Development Agreement for an approved Phase requires the Secondary Developer for that Phase to construct or install

(rr) Preliminary Plat "Preliminary Plat" means that preliminary plat for the Subject Property as a whole which the City Council approved on August 12, 2003 and any preliminary plat for a proposed Phase that Council subsequently approves

(ss) Public Improvements "Public Improvements" means those elements of essential urban infrastructure, whether installed by the Developer, a Secondary Developer or the City, over which the City ultimately accepts ownership and maintenance responsibility pursuant to this Master Development Agreement or a Secondary Development Agreement, including, without limitation, the Developer Public Improvements, the City Public Improvements, the Phase Public Improvements and the Phase I Parking Ramp

(tt) Public Rights-of-Way Layout Plan "Public Rights-of-Way Layout Plan" means Sheet 3 of the Master Development Plan The Public Rights-of-Way Layout Plan is considered conceptual Except for the layout of the rights-of-way dedicated to the public in the Master Final Plat, the final configuration of the rights-of-way to be dedicated to the public is likely to differ from that depicted on the Public Rights-of-Way Layout Plan The final configuration of public rights-of-way other than the public rights-of-way dedicated in the Master Final Plat will be established during the City's review and approval of a preliminary plat and the Final Plans for each Phase

(uu) RTC Controls "RTC Controls" means and includes, jointly and severally, the following

(i) AUAR,

(ii) Comprehensive Plan

(iii) RTC Ordinance,

(iv) Development Guidelines,

(v) Final Plans,

(vi) Master Development Plan,

(vii) Master Agreement or Secondary Development Agreement, as applicable,

(viii) Zoning Ordinance

(vv) RTC Ordinance "RTC Ordinance" means Section 9 20 31 of the Zoning Ordinance, which sets forth the land use restrictions and other zoning regulations relating to the Subject Property Subject to Section 4 7 below, the RTC Ordinance also includes any subsequent amendments, modifications or additions to the version of the RTC Ordinance existing on the date hereof

(ww) RTC Project "RTC Project" means the Development of the Subject Property in accord with the RTC Controls and other requirements of this Master Agreement

(xx) Secondary Developer "Secondary Developer" means any person (including any entity) that submits a development proposal for the Development of a proposed Phase

(yy) Secondary Development Agreement "Secondary Development Agreement" means an agreement between the City and one or more Secondary Developers for the Development of one or more Phases There may be more than one Secondary Development Agreement for a Phase or a single Secondary Development Agreement may cover more than one Phase Secondary Development Agreements will specify the specific requirements for the Development of that Phase or those Phases including, but not limited to, the allocation of responsibility for the construction or installation of required Public Improvements, provide for the Secondary Developers' delivery of security acceptable to the City pursuant to Section 12 4 to secure the Secondary Developers' construction and installation of any Public Improvements the Secondary Development Agreements obligate the Secondary Developers to construct and identifying approved plans and specifications for the Secondary Developers' construction of Phase Public Improvements and private improvements on the Phase or those Phases

(zz) Street and Utility Phasing Plan "Street and Utility Phasing Plan" means the Street and Utility Phasing Plan attached as Exhibit L

(aaa) Subject Property "Subject Property" means in the aggregate and jointly and severally all of real property legally described on the attached Exhibit A

(bbb) Town Center District "Town Center District" means that portion of the City consisting of five sub-districts created by and through the RTC Ordinance

(ccc) Town Center Review Board "Town Center Review Board" means the board to be established pursuant to Subdivision 10 of the RTC Ordinance

(ddd) Wetland Act "Wetland Act" means all local, state, County, City, and federal laws and regulations relating to water and wetlands, including, but not limited to, Section 404 of the Clean Water Act (33 U S C 1344), Minnesota Statute Chapters 103A through 103G, and all regulations promulgated pursuant thereto "Wetland Act" also includes all additions, modifications and regulations subsequent to that version of the Wetland Act which exists on the date hereof

(eee) Zoning Ordinance "Zoning Ordinance" means Chapter 9 of the Ramsey City Code, as amended from time to time

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3 1 REPRESENTATIONS AND WARRANTIES OF THE CITY The City represents and warrants to the Developer that

(a) The City is a Minnesota municipal corporation and a home rule charter city and has the power to enter into this Master Agreement and carry out its obligations hereunder The City has duly authorized the execution, delivery and performance of this Master Agreement

(b) The City has prepared the AUAR, as authorized by Minnesota Rules 4410 3610, and the City's current ordinances do not require further environmental review prior to Development of the RTC Project, except that a review of the AUAR is required every 5 years and a use proposed by a Secondary Developer may require further environmental review

3 2 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER The Developer represents and warrants to the City

(a) Except for the City Property, the Developer holds fee title to the Subject Property

(b) The Developer is a Minnesota limited liability company in good standing under the laws of the State of Minnesota The Developer's members or board of governors have authorized the individual executing this Master Agreement on behalf of the Developer to execute this Master Agreement on behalf of the Developer

3 3 DEVELOPER'S OBLIGATION TO EXECUTE AND RECORD THIS AGREEMENT AND THE MASTER FINAL PLAT The parties contemplate that the Developer will obtain title to the Subject Property after the City approves and executes this Master Agreement After the Council approves this Master Agreement, the City will execute this Master Agreement and deposit it in escrow with the Developer's title insurer The Developer must submit the proposed Master Final Plat to the Council within 30 days after the date the Council approves this Master Agreement As set forth in Section 4 2, the City may terminate this Master Agreement if the Developer does not acquire fee title to all of the Subject Property except for the City Property, execute this Master Agreement and the Master Final Plat and record this Master Agreement and the Master Final Plat on or before December 31, 2003 If, at the time the Master Development Agreement or the Master Final Plat are recorded, as applicable, all or any part of the Subject Property is subject to a mortgage or other consensual or nonconsensual lien, the Developer must cause the lienholder to execute this Master Agreement or the Master Final Plat, as applicable, or a separate instrument, to unconditionally subject the lienholder's interest in the Subject Property to the terms of this Master Agreement or the terms of the Master Final Plat, as applicable

ARTICLE 4
TOWN CENTER DISTRICT LAND USE CONTROLS

4 1 RESTRICTIONS ON DEVELOPMENT The Developer may not permit or suffer any Development to occur on any part of the Subject Property (other than City Property the Developer does not own) until the Developer satisfies the conditions subsequent described in Section 4 2 below After the Developer satisfies the conditions subsequent described in Section 4 2 below, the Developer may not, except as provided in Section 4 4 below, permit or suffer any Development to occur on any part of the Subject Property (other than City Property the Developer does not own) until the Council has approved Final Plans for a Phase which includes the part of the Subject Property upon which the Development will occur

4 2 CONDITIONS SUBSEQUENT TO CITY APPROVAL Notwithstanding any other provision of this Master Agreement or the RTC Controls, the Developer may not permit or suffer any Development to occur on any part of the Subject Property (other than portions of the Subject Property the City owns) until the Developer has satisfied each of the following conditions subsequent to the City's approval of this Master Agreement

(a) The Developer acquires title to all of the Subject Property (except the City Property), executes and records this Master Agreement and causes any lienholder to subject its interest in the Subject Property to the terms of this Master Agreement and the Master Final Plat as contemplated in Section 3 3

(b) The Developer satisfies all of the conditions subsequent to the Council's approval of the Preliminary Plat as set forth in the Resolution approving the Preliminary Plat,

(c) The Council approves the Master Final Plat, and

(d) Except for the items expressly described in Section 4 4(b) and 4 4(f), the Developer's recording of the Master Final Plat

The Developer must satisfy the conditions subsequent described in this Section 4 2 on or before December 31, 2003 or the City may terminate this Development Agreement The City's right to terminate this Development Agreement pursuant to this Section 4 2 is not subject to the notice and cure provisions of Article 15

4 3 APPROVAL OF FINAL PLANS FOR A PHASE The RTC Project will be developed in Phases Except as provided in Section 4 4, no Development may occur on a Phase until a Secondary Developer has submitted a proposed Preliminary Plat and Proposed Final Plans for the Phase to the City in accordance with the RTC Controls, and the Council has approved the Preliminary Plat and Final Plans for that Phase in accordance with the RTC Controls The Council will not approve the Final Plans for a Phase if the Public Improvements the Street and Utility Phasing Plan indicates will be constructed in connection with the portion of the Subject Property that includes the Phase are not constructed and the Council is not satisfied that such Public Improvements will be constructed pursuant to the terms of this Master Agreement or the Secondary Development Agreement for that Phase prior to the completion of that Phase In connection with the Development of a Phase, the City may require the Developer or Secondary

Developer, as the case may be, to oversize Public Improvements or otherwise modify the design of Public Improvements as reasonably necessary to serve other properties If the City determines that the Development of a Phase requires the construction of public water, sanitary sewer or storm water improvements which will benefit both property within the Phase and other property, the City has no obligation to provide the Developer or the Secondary Developer who constructs the water, sanitary sewer or storm water improvements with a credit to reflect the benefit to other property resulting from such improvements

4 4 FINAL PLATS After the Developer satisfies the conditions subsequent described in Section 4 2, no Development may occur within any Phase until the City approves the Final Plans for that Phase and the Final Plat for that Phase, if applicable, is recorded with the County, provided, however, after the Developer satisfies the conditions subsequent described in Section 4 2, the following Development may occur without the Final Plans for a particular Phase being approved and without the Final Plat for that Phase being recorded

(a) the City's construction of the City Public Improvements and the Phase I Parking Ramp,

(b) the Developer's mass grading and construction of the storm water management system to serve the Subject Property upon the Developer's satisfaction of the requirements set forth in Section 10 1,

(c) the Developer's installation of the landscaping described in the Phase I Landscaping Plan upon the Developer's satisfaction of the requirements set forth in Section 7 2(b) and 7 2(c),

(d) the Developer's installation of the landscaping described in the Phase II Landscaping Plan upon the Developer's satisfaction of the requirements set forth in Section 7 8(c) and 7 8(d),

(e) the Developer's performance of the work described in the Parkland and Trail Plan upon the Developer's satisfaction of the requirements set forth in Section 11 3, and

(f) the City will permit the Developer to obtain a building permit for the construction, up to and including the footings, of the Charter School upon the Developer's satisfaction of the conditions subsequent described in Section 4 2 above and the Developer's acquisition of site plan approval for the Charter School The City may also require the execution of a Secondary Development Agreement with respect to the Phase which includes the Charter School

4 5 HOMEOWNERS' ASSOCIATIONS AND RESTRICTIVE COVENANTS The City acknowledges that the Developer or Secondary Developers may utilize deed restrictions, covenants, agreements, architectural controls, homeowners' associations and other means to control the use and to ensure the maintenance of the land within the RTC Project

4 6 INCONSISTENCY AMONG RTC CONTROLS In the event of a conflict between or among any of the RTC Controls, if the parties are unable to agree upon an

amendment addressing the conflict, the higher item on the list shall control Notwithstanding the foregoing, the provision in a lower listed item which is more restrictive on the Developer than the provision of a higher listed item shall not be deemed to conflict and the more restrictive provision shall control

4 7 CHANGE OF ORDINANCES The Council finds that the RTC Project is a planned and staged development within the meaning of Minn Stat § 462 358, Subd 3(c) Pursuant to Minn Stat § 462 358, Subd 3(c), the City agrees that for twelve (12) years from and after the date of this Master Agreement, the City will not, unless required otherwise by a court or higher governmental authority having jurisdiction, without the consent of the Developer, or any Secondary Developer for any Phase, change the Comprehensive Plan or the RTC Controls for the Subject Property or any Phase with respect to the following

(a) permitted, conditional or accessory uses,

(b) development density,

(c) lot size,

(d) lot layout, depth and width,

(e) building setbacks and height,

(f) street dedication requirements,

(g) the terms and conditions of Section 4 10 hereof,

(h) platting requirements

If the Developer or a Secondary Developer, with the Developer's consent, requests a change to the RTC Controls for a specific Phase and the City grants the change, then the above restrictions do not apply for that Phase to the extent necessary to accommodate the requested change The provisions of this Section 4 7 do not apply to provisions of the City's ordinances establishing "connection" or establishing utility "connection" or "hook up" fees and charges or utility rates, provided, however, the City agrees that the City will not charge the Developer or any Secondary Developer any higher fees or charges than those charged to other landowners within the City

4 8 SUBDIVISION MONUMENTS Prior to the City's execution of a Final Plat, the Developer or a Secondary Developer, as the case may be, must, at its own expense, install subdivision monuments pursuant to the requirements of the City's Zoning Ordinance as interpreted by the City's engineer

4 9 DEDICATION OF PUBLIC RIGHTS OF WAY The Master Final Plat dedicates to the public all rights-of-way necessary for the City's construction of the City Roadway Improvements including sufficient right-of-way for the pedestrian sidewalks and trails which, pursuant to the Parkland and Trail Plan, the Developer is to construct adjacent to the City Roadway Improvements The Final Plat for each Phase must dedicate to the public the necessary rights-of-way for all public rights-of-way (including public sidewalks and trails) to be located

within that Phase pursuant to the Public Rights-of-Way Layout Plan and the Parkland and Trail Plan Except for sidewalks or trails located within the land the Developer will convey to the City pursuant to Section 4 11 below for public park purposes, all sidewalks or trails depicted upon the Parkland and Trail Plan are to be located within dedicated public easements or rights-of-way

4 10 DEDICATION OF DRAINAGE AND UTILITY EASEMENTS The Master Final Plat will dedicate to the public all drainage and utility easements shown in the Master Development Plan The Final Plat for each Phase must dedicate to the public the customary drainage and utility easements required by the City for plats

4 11 PARKLAND IMPROVEMENTS AND CONVEYANCE OF PARKLAND The Developer must convey the Parkland to the City upon the earlier of (i) the Developer's completion of the Parkland Improvements, or (ii) December 31, 2005, provided, however, if the Developer is in default in the performance of an obligation to construct Parkland Improvements arising under the Parkland and Trail Plan described below, the City may, at its option, defer the conveyance of the Parkland from the Developer to the City until the Developer completes construction of the Parkland Improvements When the Developer conveys the Parkland to the City, title to the Parkland must be marketable except for public drainage and utility easements which do not interfere with the City's use of the Parkland for park purposes When the Developer conveys the Parkland to the City, the Developer must pay or provide for the payment of all real estate taxes and levied or pending special assessments due and payable with respect to the Parkland whether or not such real estate taxes and special assessments are due and payable at the time of the conveyance For a period of 90 days following the Council's approval of this Master Agreement, the City and the Developer will attempt to agree on a Parkland and Trail Plan which defines any additional land which the Developer will convey or dedicate to the City for park purposes and sets forth the timing and terms and conditions of any such conveyance or dedication, describes, in detail, the improvements which the Developer is obligated to make to the Parkland and to any other land the Developer agrees to convey or dedicate to the City for park purposes (the "Parkland Improvements"), establishes a schedule for the Developer's commencement and completion of the Parkland Improvements, describes the security, if any, which the Developer must provide to the City to secure the Developer's performance of its obligation to construct the Parkland Improvements, and defines the timing of the Developer's obligation to deliver such security, if any, to the City

4 12 PARK AND TRAIL FEES The RTC Controls require the payment of park and trail fees in connection with the Development of the Subject Property The City and the Developer agree that the City will collect the park and trail fees at the time the City approves a Secondary Development Agreement for a Phase or at such later time as established in the City's Zoning Ordinance The Developer or a Secondary Developer must pay the park and trail fees due in connection with the Development of the Charter School before or at the time the City issues the building permit for footings described in Section 4 4(f) above or issues a building permit to a Secondary Developer Based on the Parkland and Trail Plan described in Section 4 11, the City will determine, in a manner consistent with City practices, whether the Developer is entitled to any credit against the park and trail fees due and payable in connection with the Development of Subject Property based on the Parkland the Developer is obligated to convey to City pursuant to Section 4 11 and the Parkland Improvements and trails the Developer is obligated to construct pursuant to the Parkland and Trail Plan If the City determines that the

Developer is entitled to a credit against park and trail fees due and payable in connection with the Development of the Subject Property, the City also will determine, in a manner consistent with City practices, how and when the credit will be applied against future park and trail fees or otherwise made available to the Developer In addition to any other park and trail fees the Developer is obligated to pay to the City under the terms of the RTC Controls the Developer will, on or before October 1, 2005, pay to the City, via certified funds or certified or wire transferred funds, the sum of $250,000 for deposit in the general fund of the City and designated to fund costs associated with the maintenance of park improvements located within the Subject Property, including, but not limited, to personnel and capital equipment costs

4 13 TRAFFIC DEMAND MANAGEMENT PROGRAM The City and the Developer agree to work diligently and in good faith with one another and with other appropriate governmental authorities, Secondary Developers and end users to develop a traffic demand management program to mitigate the impacts of the RTC Project The City reserves the right to require participation by the end users of portions of Phases in a traffic demand management program in connection with the approval of Secondary Development Agreements

4 14 PREPARATION OF FINAL PLANS FOR FINAL GRADING WITHIN A PHASE Prior to Final Plat Approval for any Phase, a Secondary Developer for that Phase must submit final grading plans and a narrative which addresses how final grading for streets, utilities, drainage and Development within the Phase will occur These grading plans for a Phase, once approved, will become a part of the Final Plans for that Phase The final grading plans must also include an overall erosion control plan which addresses erosion control and protection of surface water quality The final grading plans for a Phase are subject to the review and approval of the City Engineer, review and recommendation from the local soil and water conservation district and approval of the Council The City will not issue grading permits for grading within any portion of a Phase until the Council has approved the final grading plans for that Phase and a Secondary Developer has provided appropriate security as may be required by the Zoning Ordinance or the terms of any applicable Secondary Development Agreement

4 15 PERMITS The Developer must obtain all necessary approvals, permits and licenses from the City and the Other Regulatory Agencies for any Development the Developer undertakes on the Subject Property including the performance of the Developer's obligations under this Master Agreement Each Secondary Developer must obtain all necessary approvals, permits and licenses from the City and the Other Regulatory Agencies for all development the Secondary Developer performs or undertakes on the Subject Property, including any activities the Secondary Developer is obligated to undertake pursuant to the terms of the Final Plans for a Phase The Developer and each Secondary Developer are responsible for all costs incurred to obtain approvals, permits and licenses each is required to obtain pursuant to the terms of this Section 4 15 and each is also responsible for the payment of all fines or penalties the City or any Other Regulatory Agency levies or imposes against it as a result of its failure to obtain necessary approvals, permits and licenses or its failure to comply with the terms and conditions set forth in the approvals, permits and licenses it obtains

4 16 RELATIONSHIP BETWEEN NON-RESIDENTIAL AND RESIDENTIAL DEVELOPMENT The City is approving the Developer's Master Development Plan, agreeing to construct City Public Improvements and agreeing to participate in the construction of the

Phase I Parking Ramp to encourage both non-residential and residential development of the Subject Property The City acknowledges that residential Development will occur more quickly than non-residential Development To provide the City with a mechanism to ensure that the Developer diligently pursues both residential and non-residential Development, the City reserves the right, exercisable in the City's sole and absolute discretion, to refuse to approve (i) Final Plans that may result in residential Development having a cumulative, taxable market value in excess of $241,815,000 00 until the Developer and Secondary Developers have commenced the construction of non-residential Development that has a cumulative, taxable market value of $19,271,537 00 or more, (ii) Final Plans that may result in residential Development having a cumulative, taxable market value in excess of $290,178,000 00 until the Developer and Secondary Developers have commenced the construction of non-residential Development that has a cumulative, taxable market value of $25,695,382 00 or more, (iii) Final Plans that may result in residential Development having a cumulative, taxable market value in excess of $338,541,000 00 until the Developer and Secondary Developers have commenced the construction of non-residential Development that has a cumulative, taxable market value of $38,543,073 00 or more, and (iv) Final Plans that may result in residential Development having a cumulative, taxable market value in excess of $386,904,000 00 until the Developer and Secondary Developers have commenced the construction of non-residential Development that has a cumulative, taxable market value of $51,380,764 00 or more The taxable market value of tax exempt property will not be included in calculating the taxable market value of non-residential Development To the extent the application of this Section 4 16 requires the determination of taxable market value for residential Development or non-residential Development for which the Anoka County Assessor has not determined the market value for real estate tax purposes, the City shall determine the taxable market value based on the calculation of market value made by the City's building official at the time a building permit was issued for the Development

4 17 AUAR ROADWAY IMPROVEMENTS AND COUNTY ROADWAY IMPROVEMENTS The City and the Developer acknowledge the importance of upgrading the regional roadways with the AUAR Roadway Improvements The City and the Developer have met on several occasions with officials of MnDOT and the County to discuss the necessity of the AUAR Roadway Improvements and possible timing and funding alternatives with respect thereto The City and the Developer will diligently and in good faith pursue entering into agreements with MnDOT and the County for the financing and construction of the AUAR Roadway Improvements by MnDOT and the County, respectively The Developer acknowledges that the AUAR requires mitigation of potential impacts that may result from the full build out of the RTC Project The Developer will continue to work with the City to pursue alternative strategies, including, for example, a traffic demand management plan, to mitigate any such impacts, so that the RTC Project complies with the requirements of the AUAR To ensure compliance with the AUAR, the City reserves the right to refuse to grant approval for Final Plans for subsequent Phases if the City determines that the AUAR Roadway Improvements necessary to serve the Phase have not been constructed

4 18 SPECIAL SERVICE DISTRICT – PARK IMPROVEMENTS The City may, in the future, adopt an ordinance ordering a special service district pursuant to Minnesota Statutes Chapter 428A to provide an enhanced level of park improvements within the Subject Property If the City establishes a special service district or special service districts that include all or a

portion of the Subject Property to finance the City's construction and maintenance of an enhanced level of park improvements within the Subject Property, the Developer for itself and its successors and assigns, hereby waives the right to object to the establishment of the special service district pursuant to Minnesota Statutes, Section 428A 02 Subd 4(1), Subd 4(2) and Subd 4(3), waives its right to appeal the establishment of the special service district pursuant to Minnesota Statutes, Section 428A 02, Subd 5 and waives its right to file an objection to the ordinance pursuant to Minn Stat Section 428A 09, Subd 2 or any successor statute

4 19 SPECIAL SERVICE DISTRICT – AUAR ROADWAY IMPROVEMENTS The RTC Ordinance allows the Developer to develop the Subject Property to density levels not generally permitted elsewhere in the City As indicated in the AUAR, development pursuant to the Master Development Plan may result in traffic impacts that require mitigation, and if other financing sources are not available, the City may elect to participate in the construction of AUAR Roadway Improvements at a level not provided throughout the City to the same degree The City may, in the future, adopt an ordinance ordering a special service district pursuant to Minnesota Statutes, 428A to finance its involvement in the AUAR Roadway Improvements If the City establishes a special service district or special service districts that include all or a portion of the Subject Property to finance the City's participation in the construction of AUAR Roadway Improvements, the Developer, for itself and its successors and assigns, hereby waives the right to object to the establishment of the special service district pursuant to Minnesota Statutes, Section 428A 02, Subd 4(1), Subd 4(2) and Subd 4(3), waives its right to appeal the establishment of the special service district pursuant to Minnesota Statutes, Section 428A 02, Subd 5 and waives its right to file an objection to the ordinance or ordinances pursuant to Minnesota Statute, Section 428A 09, Subd 2 or any successor statute

ARTICLE 5
CONVEYANCES

5 1 CITY HALL SITE Promptly upon the Developer's execution and recording of this Master Agreement, the City will commence the process required under its charter to authorize the City to convey the City's Ninety Foot Tract to the Developer in exchange for the City Hall Site At such time as the City has completed the process required under its Charter and is authorized to convey the City's Ninety Foot Tract to the Developer, the City must convey the City's Ninety Foot Tract to the Developer subject to all covenants, conditions, restrictions and easements of record, if any, as of September 16, 2003 and the pending special assessments described in Sections 7 6, 7 12 and 9 6 and the Developer must convey marketable title to the City Hall Site to the City subject only to (a) the pending special assessments described in Sections 7 6, 7 12 and 9 6, (b) easements existing as of the date of this Master Agreement or established in the Master Final Plat, which do not adversely affect the City's intended use of the City Hall Site and do not impose any financial obligations on the owner of the City Hall Site, and (c) the restriction described below The Developer shall convey the City Hall Site to the City subject to the restriction that for a period of 30 years following the date of the conveyance the City may only use the City Hall Site for purposes of a City Hall, a performing arts center, a multi-modal transit station, a public parking facility or a combination of the above uses The restriction will run in favor of the owners of the balance of Outlot O as depicted on the Preliminary Plat and the benefits of the restriction are an appurtenance to those parcels The restriction must provide that in the event of a breach of the restriction the benefited party's sole

remedy is to commence an action in Anoka County District Court to enjoin any use of the City Hall Site which violates the restriction The City and the Developer acknowledge that the precise location and configuration of the City Hall Site may change between the date hereof and the date of Developer is required to convey the City Hall Site to the City, based on a subsequent agreement between the City and the Developer, provided, in no event shall the City Hall Site, as so changed, have fewer square feet than that contained in the City Hall Site as of the date hereof

5 2 CITY MAINTENANCE OF CITY HALL SITE After grading the City Hall Site pursuant to the Master Grading Plan, the City must seed the City Hall Site as required under the Master Grading Plan Between the date the Developer conveys the City Hall Site to the City and the date the City commences construction of improvements on the City Hall Site, the City must maintain the City Hall Site in a neat, clean and trimmed condition

5 3 CITY'S EXISTING WELL SITE The City currently owns the portion of the Subject Property legally described as the East 100 00 feet of the West 160 00 feet of the North 174 00 feet of the South 217 00 feet of the Southwest Quarter of the Northeast Quarter, Section 28, Township 32, Range 25, Anoka County, Minnesota (the "City Well Site") A portion of the City Well Site is being replatted as Lot 1, Block 3 as shown on the Master Development Plan The balance of the City Well Site is being platted as Outlot J as depicted on the Master Development Plan Promptly upon the Developer's execution and recording of this Master Agreement, the City will commence the process required under its charter to authorize the City to quitclaim Outlot J to the Developer for the purpose of conveying to the Developer all of the City's right, title and interest in and to the portion of the City Well Site not included within Lot 1, Block 3 as depicted on the Master Development Plan During Developer's grading and construction activities on the Seller's Subject Property, Developer must maintain a method of reasonable access to Lot 1, Block 3, as depicted on the Master Development Plan The Developer must, at Developer's sole cost and expense, relocate the existing City water lines that run from the City Well Site to Highway 116 from the existing utility easement into the new utility easement to be created on the Master Final Plat

ARTICLE 6
CITY PUBLIC IMPROVEMENTS – GRADING

6 1 CITY PUBLIC IMPROVEMENTS – GRADING The City must, at its expense, final grade the public rights-of-way underlying the City Roadway Improvements and, if the City constructs improvements on the City Hall Site, the City Hall Site, as contemplated in the Master Grading Plan The City must undertake and complete its grading activities associated with the City Roadway Improvements within the timeframe set forth in this Master Agreement for the City's completion of the City Roadway Improvements

ARTICLE 7
CITY PUBLIC IMPROVEMENTS – CITY ROADWAY IMPROVEMENTS

7 1 DESIGN The City will commence design of the City Roadway Improvements upon the later of the Developer's satisfaction of the conditions described in Section 4 2 or October 31, 2003 The Developer has submitted proposed designs for the City Roadway Improvements to the City, and the City will consider these proposed designs in the City's design

process When the City completes its design process for each phase of the City Roadway Improvements and before the City commences construction of that phase, the City will provide the Developer with copies of plans and specifications showing the City's design for that phase and will inform the Developer that the plans represent the final design plans upon which the City intends to base its public bid specifications The Developer shall have 10 days from the receipt of the City's final design plans to provide final comments to the City Street layout and right-of-way width must conform to the Master Development Plan unless the Council approves modifications to the layout and right-of-way widths pursuant to the RTC Ordinance

7 2 CONDITIONS PRECEDENT TO THE CITY'S CONSTRUCTION OF THE CITY PHASE I ROADWAY IMPROVEMENTS The City is not obligated to issue the bonds described in Section 7 5 or commence construction of the City Phase I Roadway Improvements until

(a) the Developer has substantially completed the mass grading described in Section 10 1 pursuant to the Master Grading Plan,

(b) the Developer has provided the City with and the City has approved a detailed landscaping plan specifically describing the landscaping which the Developer will construct and install within or adjacent to the rights-of-way for the City Phase I Roadway Improvement (the "Phase I Landscape Plan") The Phase I Landscape Plan must identify a commencement date for the Developer's performance of the work described in the Phase I Landscape Plan The commencement date may be stated as a number of days following the City's substantial completion of the City Phase I Roadway Improvements (exclusive of the installation of the final lift) The Phase I Landscape Plan must also establish a specific completion date for the Developer's performance of the work described in the Phase I Landscape Plan The completion date may be stated as a number of days from the commencement date The Developer will not be deemed to have satisfied this condition until the City has approved the Phase I Landscape Plan,

(c) the Developer has delivered a letter of credit to the City in an amount equal to 125% of the City's reasonable estimate of the cost of performing the work described in the Phase I Landscape Plan

7 3 COMMENCEMENT AND COMPLETION OF THE CITY PHASE I ROADWAY IMPROVEMENTS Subject to Force Majeure, the City must commence construction of the City Phase I Roadway Improvements upon the later of the Developer's satisfaction of each of the conditions described in Section 4 2 and 7 2 or May 31, 2004 Subject to Force Majeure, the City must substantially complete construction of the City Phase I Roadway Improvements within 12 months of the date the City is obligated to commence the City Phase I Roadway Improvements pursuant to the preceding sentence (the "City Phase I Roadway Improvements Substantial Completion Date"), and must install the final lift of the City Phase I Roadway Improvements within 6 months following the City Phase I Roadway Improvements Substantial Completion Date, provided, however, if the City Phase I Roadway Improvements Substantial Completion Date is on or after November first of any year, the City is not obligated to install the final lift on the City Phase I Roadway Improvements until June first of the

following calendar year Upon completion of the City's Phase I Roadway Improvements, the City Phase I Roadway Improvements will constitute public streets and will be maintained by the City as public streets

7 4 STREET SIGNS AND GROUNDCOVER ESTABLISHMENT The City's obligation to construct the City Phase I Roadway Improvements includes the obligation to install all street identification signs and traffic control signs and signals required under the terms of the RTC Controls or required by any Other Regulatory Agency to serve the City Phase I Roadway Improvements The City must also, as a part of the cost of construction the Phase I Roadway Improvements, seed or sod the boulevards adjacent to the City's Phase I Roadway Improvements pursuant to the requirements set forth in the Master Development Plan Other than seeding or sodding the boulevards pursuant to the preceding sentence, the City is not responsible for any landscaping associated with the City Phase I Roadway Improvements

7 5 CITY PHASE I ROADWAY IMPROVEMENTS FINANCING The City will issue general obligation improvement bonds pursuant to Minnesota Statutes, Chapter 429 to finance the City Phase I Roadway Improvements The City will pay 80% of the cost of the City Phase I Roadway Improvements (including the cost of the street signs and groundcover establishment described in Section 7 4) from the City's capital project fund and will specially assess 20% of the costs of the City Phase I Roadway Improvements (including the cost of the street signs and groundcover establishment described in Section 7 4) against the Subject Property in the percentages set forth on Exhibit F The levied special assessments will be payable in installments over a term of 15 years with interest at a rate equal to the rate the City is obligated to pay the general obligation improvement bonds referenced in this Section 7 5 plus 5 basis points

7 6 ASSESSMENT AGREEMENT FOR CITY PHASE I ROADWAY IMPROVEMENTS Minnesota Statutes Chapter 429, the City's Charter and the City's Ordinances authorize the City to assess the cost of the City Phase I Roadway Improvements against the Subject Property The City currently estimates that the City Phase I Roadway Improvements will cost $4,380,175 00 The Developer hereby consents to an assessment by the City in an amount equal to $876,035 00 against the Subject Property (to be allocated among lots and outlots in the Master Final Plat creates pursuant to the percentages set forth on Exhibit F), pursuant to Minnesota Statutes Chapter 429, the City Charter and the City Ordinances and waives any and all procedural and substantive objections to a special assessment in that amount, including, but not limited to, notice and hearing requirements, claims that the Subject Property, or any part thereof, does not receive a benefit from the City Phase I Roadway Improvements, claims that the assessment is not uniform upon the same classes of property and claims that the amount of the special assessment allocated to any lot or outlot pursuant to Exhibit F exceeds the benefit to such lot or outlot Developer also waives any appeal rights otherwise available pursuant to Minnesota Statutes, Section 429 081 and any rights available under the City Charter or the City Ordinances As set forth in Section 16 4, the consents and waivers set forth in this Section 7 6 run with title to the Subject Property and are binding on the Developer and its successors and assigns The City does not intend to levy the special assessment until the City completes the City Phase I Roadway Improvements Until the City levies the special assessment, the special assessment constitutes a pending special assessment Once the City levies the special assessment and subject to Section 7 7, Developer must pay the installments of special assessment certified for payment with annual real estate taxes when and as they become due Upon the

recording of the Master Final Plat, the pending special assessment described in this Section 7 6 is allocated among the lots and outlots the Master Final Plat creates in the manner set forth on the attached Exhibit F If a subsequent Final Plat for a Phase subdivides one or more of the lots or outlots referenced on Exhibit F, the City must allocate the special assessment pending or levied against that lot or outlot among the lots or outlots created by such Final Plat The Developer or a Secondary Developer, if applicable, must prepare and submit to the City, for its review, a proposed allocation of the pending or levied special assessments among the lots or outlots created by such Final Plat The City must adopt the Developer's or, if applicable, a Secondary Developer's proposed allocation if the Developer's or, if applicable, a Secondary Developer's proposed allocation is done on a per square foot basis The City may accept or reject other proposed allocations in its sole and absolute discretion If the cost of the City Phase I Roadway Improvements is greater than anticipated, the City reserves the right to levy an assessment in a greater amount or levy supplemental assessments pursuant to Minnesota Statutes, Section 429 071, but the Developer has not, in any way, consented or agreed to an assessment in an amount greater than $876,035 00 or to supplemental assessments or waived any appeal rights with respect to an assessment in an amount greater than $876,035 00 or to supplemental assessments

7 7 PREPAYMENT OF CITY PHASE I ROADWAY IMPROVEMENTS SPECIAL ASSESSMENTS UPON SALE OR TRANSFER Under Minnesota Statutes, Chapter 429, the City may cause the amounts assessed against the Subject Property to be payable in a single installment or in equal annual installments extending over a period not to exceed 30 years The City will make the special assessment described in Section 7 6 payable in annual installments extending over 15 years in consideration for the Developer's agreement, subject to Section 16 6, to pay the entire, uncertified balance of the assessment levied pursuant to Section 7 6 against any lot or outlot (whether such lot or outlot is created in the Master Final Plat or is created as a result of a subsequent subdivision of all or a portion of a lot or outlot created in the Master Final Plat or a Final Plat for a Phase) upon the sale or other transfer (including, but not limited to, the conveyance of equitable ownership pursuant to a contract for deed) of that lot or outlot If the Developer conveys or otherwise transfers ownership of a lot or outlot subject to the assessment described in Section 7 6 before the City levies the assessment, the Developer must, subject to Section 16 6, escrow the portion of the pending special assessment attributable to that lot or outlot with the City or with a title insurance company reasonably acceptable to the City to provide for the payment of the special assessment attributable to that lot or outlot when the City levies the special assessment, and the purchaser must, in the escrow agreement, acknowledge and agree that it is subject to and bound by the consents and waivers described in Section 7 6 If the Developer elects to escrow the funds with a title insurance company, the City must be a party to the escrow agreement

7 8 CONDITIONS PRECEDENT TO THE CITY'S CONSTRUCTION OF THE CITY PHASE II ROADWAY IMPROVEMENTS The City is not obligated to issue the bonds described in Section 7 11 or commence the construction of the City Phase II Roadway Improvements until

(a) the Developer has dedicated to the City all rights-of-way upon which the City Phase II Roadway Improvements are to be constructed,

(b) the City reasonably determines that the assessed value for real estate tax purposes of the Subject Property, exclusive of the portions of the Subject Property (i) that are exempt from real estate taxes, (ii) for which no certificate of occupancy has been issued, and (iii) that are improved with owner occupied or rental housing, exceeds $43,000,000,

(c) the Developer has provided the City with and the City has approved a detailed landscaping plan specifically describing the landscaping which the Developer will construct and install within or adjacent to the rights-of-way for the City Phase II Roadway Improvements (the "Phase II Landscape Plan") The Phase II Landscape Plan must identify a commencement date for the Developer's performance of the work described in the Phase II Landscape Plan The commencement date may be stated as a number of days following the City's substantial completion of the City Phase II Roadway Improvements (exclusive of the installation of the final lift) The Phase II Landscape Plan must also establish a specific completion date for the Developer's performance of the work described in the Phase II Landscape Plan The completion date may be stated as a number of days from the commencement date The Developer will not be deemed to have satisfied this condition until the City has approved the Phase II Landscape Plan, and

(d) the Developer has delivered a letter of credit to the City in an amount equal to 125% of the City's reasonable estimate of the cost of performing the work described in the Phase II Landscape Plan

7 9 COMMENCEMENT AND COMPLETION OF THE CITY PHASE II ROADWAY IMPROVEMENTS Subject to Force Majeure, the City must commence construction of the City Phase II Roadway Improvements within 180 days after the Developer's satisfaction of the contingencies described in Section 7 8 Subject to Force Majeure, the City must substantially complete construction of the City Phase II Roadway Improvements within 12 months of the date the City is obligated to commence the City Phase II Roadway Improvements pursuant to the preceding sentence (the "City Phase II Roadway Improvements Substantial Completion Date"), and must install the final lift of the City Phase II Roadway Improvements within 6 months following the City Phase II Roadway Improvements Substantial Completion Date, provided, however, if the City Phase II Roadway Improvements Substantial Completion Date is on or after November first of any year, the City is not obligated to install the final lift on the City Phase II Roadway Improvements until June first of the following calendar year Upon completion of the City's Phase II Roadway Improvements, the City Phase II Roadway Improvements will constitute public streets and will be maintained by the City as public streets

7 10 STREET SIGNS AND GROUNDCOVER ESTABLISHMENT The City's obligation to construct the City Phase II Roadway Improvements includes the obligation to install all street identification signs and traffic control signs and signals required under the terms of the RTC Controls or required by any Other Regulatory Agency to serve the City Phase II Roadway Improvements The City must also, as a part of the cost of construction the Phase II Roadway Improvements, seed or sod the boulevards adjacent to the City's Phase II Roadway Improvements pursuant to the requirements set forth in the Master Development Plan Other

than seeding or sodding the boulevards pursuant to the preceding sentence, the City is not responsible for any landscaping associated with the City Phase II Roadway Improvements

7 11 CITY PHASE II ROADWAY IMPROVEMENTS FINANCING The City will issue general obligation improvement bonds pursuant to Minnesota Statutes, Chapter 429 to finance the City Phase II Roadway Improvements The City will pay 80% of the cost of the City Phase II Roadway Improvements (including the cost of the street signs and groundcover establishment described in Section 7 10) from the City's capital project fund and will specially assess 20% of the cost of the City's Phase II Roadway Improvements (including the costs of the street signs and groundcover establishment described in Section 7 10) against the Subject Property in the percentages set forth on Exhibit F The levied special assessments will be payable in installments over a term of 15 years with interest at a rate equal to the rate the City is obligated to pay the general obligation improvement bonds referenced in this Section 7 11 plus 5 basis points

7 12 ASSESSMENT AGREEMENT FOR CITY PHASE II ROADWAY IMPROVEMENTS Minnesota Statutes, Chapter 429, the City's Charter and the City's Ordinances authorize the City to assess the cost of the City Phase II Roadway Improvements against the Subject Property The City currently estimates that the City Phase II Roadway Improvements will cost $1,678,000 00 The Developer hereby consents to an assessment by the City in an amount equal to $335,660 00 against the Subject Property (to be allocated among the lots and outlots the Mater Final Plat creates pursuant to the percentages set forth on Exhibit F), pursuant to Minnesota Statutes Chapter 429, the City Charter and the City Ordinances and waives any and all procedural and substantive objections to a special assessment in that amount, including, but not limited to, notice and hearing requirements, claims that the Subject Property, or any part thereof, does not receive a benefit from the City Phase II Roadway Improvements, claims that the assessment is not uniform upon the same classes of property and claims that the amount of the special assessment allocated to any lot or parcel pursuant to Exhibit F exceeds the benefit to such lot or parcel Developer also waives any appeal rights otherwise available pursuant to Minnesota Statutes, Section 429 081 and any rights available under the City Charter or the City Ordinances As set forth in Section 16 4, the consents and waivers set forth in this Section 7 12 run with title to the Subject Property and are binding on the Developer and its successors and assigns The City does not intend to levy the special assessment until the City completes the City Phase II Roadway Improvements Until the City levies the special assessment, the special assessment constitutes a pending special assessment Once the City levies the special assessment and subject to Section 7 13 below, Developer must pay the installments of special assessment certified for payment with annual real estate taxes when and as they become due Upon a recording of the Master Final Plat, the pending special assessment described in this Section 7 12 is allocated among the lots and outlots the Master Final Plat creates in the manner set forth on the attached Exhibit F If a subsequent Final Plat for a Phase subdivides one or more of the lots or outlots referenced on Exhibit F, the City must allocate the special assessment pending or levied against that lot or outlot among the lots and outlots created by such Final Plat The Developer or a Secondary Developer, if applicable, must prepare and submit to the City, for its review, a proposed allocation of the pending or levied special assessment among the lots and outlots created by such Final Plat The City must adopt the Developer's or, if applicable, a Secondary Developer's proposed allocation if the Developer's or, if applicable, a Secondary Developer's proposed allocation is done on a per square foot basis

The City may accept or reject other proposed allocations in its sole and absolute discretion If the cost of the City Phase II Roadway Improvements is greater than anticipated, the City reserves the right to levy an assessment in a greater amount or levy supplemental assessments pursuant to Minnesota Statutes, Section 429 071, but the Developer has not, in any way, consented or agreed to an assessment in an amount greater than $335,660 00 or to supplemental assessments or waived any appeal rights with respect to an assessment in an amount greater than $335,660 00 or to supplemental assessments

7 13 PREPAYMENT OF CITY PHASE II ROADWAY IMPROVEMENTS, SPECIAL ASSESSMENTS UPON SALE OR TRANSFER Under Minnesota Statutes, Chapter 429, the City may cause the amounts assessed against the Subject Property to be payable in a single installment or an equal annual installment extending over a period not to exceed 30 years The City will make the special assessment described in Section 7 12, payable in annual installments extending over 15 years in consideration for the Developer's agreement subject to Section 16 6 to pay the entire, uncertified balance of the assessment levied pursuant to Section 7 12 against any lot or outlot (whether such lot or outlot is created in the Master Final Plat or is created as a result of a subsequent subdivision of all or a portion of a lot or outlot created in the Master Final Plat or a Final Plat for a Phase) upon the sale or other transfer (including, but not limited to, the conveyance of equitable ownership pursuant to a contract for deed) of that lot or outlot If the Developer conveys or otherwise transfers ownership of a lot or outlot subject to the assessment described in Section 7 12 before the City levies the assessment, the Developer must subject to Section 16 6 escrow the portion of the pending special assessment attributable to that lot or outlot with the City or with a title insurance company reasonably acceptable to the City to provide for the payment of the special assessment attributable to that lot or outlot when the City levies the special assessment, and the purchaser must, in the escrow agreement, acknowledge and agree that it is subject to and bound by the consents and waivers described in Section 7 12 above If the Developer elects to escrow the funds with a title insurance company , the City must be a party to the escrow agreement

ARTICLE 8
CITY UTILITY IMPROVEMENTS

8 1 CITY OBLIGATION TO CONSTRUCT CITY UTILITY IMPROVEMENTS The City will construct the City Utility Improvements pursuant to this Article 8

8 2 DESIGN OF CITY UTILITY IMPROVEMENTS The City will forthwith design the City Utility Improvements The Developer has submitted proposed designs for the City Utility Improvements to the City, and the City will consider these proposed designs in the City's design process When the City completes its design process for each phase of the City Utility Improvements and before the City commences construction of that phase, the City will provide the Developer with copies of plans and specifications showing the City's design for that phase and will inform the Developer that the plans represent the final design plans upon which the City intends to base its public bid specifications The Developer shall have 10 days from the receipt of the City's final design plans to provide final comments to the City

8 3 COMMENCEMENT AND COMPLETION OF PHASE I CONSTRUCTION Subject to Force Majeure, the City is obligated to commence and complete construction of the

City Phase I Utility Improvements on the same dates that the City is obligated to commence and substantially complete construction of the City Phase I Roadway Improvements pursuant to Section 7 3 The City Utility Improvements will be public improvements, and the City will maintain the City Utility Improvements as public improvements

8 4 FINANCING OF CITY PHASE I UTILITY IMPROVEMENTS The City will issue general obligation revenue bonds pursuant to Minnesota Statutes, Chapter 444, to finance the City Phase I Utility Improvements The City will repay the bonds from revenues the City's storm sewer, sanitary sewer and water system's generate (hook-up fees and rates and charges) For a period of three years after the date hereof, the City will not levy special assessments against the Subject Property to finance the cost of the City Phase I Utility Improvements Thereafter, the City may levy special assessments against the Subject Property to finance the cost of the City Phase I Utility Improvements, but only to the extent necessary to cover shortfalls in the revenues received by the City from hook up fees and rates and charges from the Subject Property to cover debt service on the bonds issued to finance the Phase I Utility Improvements

8 5 CONDITIONS PRECEDENT TO CITY'S CONSTRUCTION OF CITY PHASE II UTILITY IMPROVEMENTS The City is not obligated to commence construction of the City Phase II Utility Improvements until the conditions precedent described in Section 7 8 above are satisfied

8 6 COMMENCEMENT AND COMPLETION OF PHASE II CONSTRUCTION Subject to Force Majeure, the City is obligated to commence and complete construction of the City Phase II Utility Improvements on the same dates that the City is obligated to commence and substantially complete construction of the City Phase II Roadway Improvements pursuant to Sections 7 8 and 7 9 The City Utility Improvements will be public improvements, and the City will maintain the City Utility Improvements as public improvements

8 7 FINANCING OF CITY PHASE II UTILITY IMPROVEMENTS The City will issue general obligation revenue bonds pursuant to Minnesota Statutes, Chapter 444, to finance the City Phase II Utility Improvements The City will repay the bonds from revenues the City's storm sewer, sanitary sewer and water system's generate (hook-up fees and rates and charges) For a period of three years after the date hereof, the City will not levy special assessments against the Subject Property to finance the cost of the City Phase II Utility Improvements Thereafter, the City may levy special assessments against the Subject Property to finance the cost of the City Phase II Utility Improvements, but only to the extent necessary to cover shortfalls in the revenues received by the City from hook up fees and rates and charges from the Subject Property to cover debt service on the bonds issued to finance the Phase II Utility Improvements

8 8 FEES The City represents that the City's current charges for access, hook-up or connection to City water, sanitary sewer and storm water utilities are set forth on the attached Exhibit G The City agrees that the City will not charge the Developer or any Secondary Developer any higher access, hook-up or connection fees or charges than those charged to other landowners within the City The City makes no representations or warranties regarding the amount of future access, hook-up or connection charges

ARTICLE 9
PARKING STRUCTURES

9 1 PARKING STRUCTURES Section 9 20 31, Subd 2(a) of the RTC Ordinance states

> To maximize the use of land and prevent proliferation of surface parking within this District, parking structures will be utilized to accommodate the majority of the District's parking needs

The Developer acknowledges and agrees that the City may refuse to approve Final Plans for Development of all or any portion of the Subject Property located within the TC-1 Mixed Use Core Sub-District unless sufficient structured parking already exists to satisfy the parking requirements for the improvements that may be constructed pursuant to the Final Plans for that Phase or the Final Plans for that Phase provide for the construction of structured parking which is acceptable to the City, or the City has commenced construction of the Phase I Parking Ramp pursuant to Section 9 4 and, upon completion thereof, sufficient structured parking will exist to satisfy the parking requirements for the improvements that may be constructed pursuant to the Final Plans for that Phase

9 2 PHASING OF STRUCTURED PARKING The Master Development Plan contemplates the construction of three parking ramps within the TC-1 Mixed Use Core Sub-District The City and the Developer have agreed upon a mechanism for financing the City's construction of the approximately 1,150 stall parking ramp described in the Master Development Plans (the "Phase I Parking Ramp") as set forth in this Article 9 The City agrees that unless and until the City initiates construction of the Phase I Parking Ramp pursuant to Section 9 4, the City will consider proposals from the Developer or Secondary Developers for alternative methods of providing for the financing and construction of the Phase I Parking Ramp At this time, the City and the Developer have been unable to agree on a method to provide for the financing and construction of the other two parking ramps described in the Master Development Plan The portion of the Master Development Plan that depicts the size and location of the Phase I Parking Ramp and the other two parking ramps will control the location and design of the Phase I Parking Ramp and the other two parking ramps unless the Developer and the City, in the amendment to this Master Agreement, or the City and a Secondary Developer, in a Secondary Development Agreement, agree to modify the designs or locations set forth in the Master Development Plans Notwithstanding the foregoing, the City may unilaterally alter the size and design of the Phase I Parking Ramp to the extent necessary to allow the City to construct the Phase I Parking Ramp for an amount not to exceed $12,000,000

9 3 CONSTRUCTION OF PHASE I PARKING RAMP– DEVELOPER INITIATIVE The Developer may, by Formal Notice to the City, obligate the City to commence design and construction of the Phase I Parking Ramp upon the Developer's satisfaction of the following conditions precedent

(a) The Developer's submission to the City and the City's approval, for purposes of this Section 9 3 only, of preliminary Final Plans for the Development of one or more Phases within the TC-1 Mixed Use Core Sub-District which will rely on the

Phase I Parking Ramp for parking In reviewing and approving or disapproving the Developer's preliminary Final Plans, the City may consider whether the Final Plans are likely to receive final approval from the City and whether or not the Development the Final Plans contemplate is sufficiently significant to justify the construction of the Phase I Parking Ramp,

(b) The Developer's conveyance to the City of marketable fee title to the portion of the Subject Property upon which the Phase I Parking Ramp is to be constructed The Developer must convey the required property to the City via Warranty Deed Before conveying the property to the City, the Developer must pay all state deed tax due on the conveyance of the property to the City and must pay or provide for the payment of all real estate taxes and special assessments levied or pending against the property (including special assessments pending against the property pursuant to the terms of this Master Agreement) as of the date of closing whether or not such taxes or assessments are currently due and payable Title to the Property must be marketable, subject to only public utility easements which will not interfere with the development of the Property for the construction of the Phase I Parking Ramp

9 4 CONSTRUCTION OF PHASE I PARKING RAMP At any time on or after January 1, 2006, if the Developer has not caused the City to commence design and construction of the Phase I Parking Ramp pursuant to Section 9 3 and the City and the Developer have not agreed on an alternative mechanism for financing and constructing the Phase I Parking Ramp, the City may in its sole and absolute discretion proceed with the construction of the Phase I Parking Ramp as a public improvement project pursuant to Minnesota Statutes Chapter 429 and Minnesota Statutes Chapter 459 14, Subd 7 and levy special assessments to finance the construction of the Phase I Parking Ramp as provided in Section 9 5 below

9 5 FINANCING OF THE PHASE I PARKING RAMP The City may issue General Obligation Improvement Bonds pursuant to the statutory authority set forth in Minnesota Statutes Section 459 14 to finance the cost of constructing the Phase I Parking Ramp pursuant to Section 9 3 or Section 9 4 and may levy special assessments against the Subject Property for 50% of the cost of constructing the Phase I Parking Ramp The special assessment will be payable over a term of not less than 20 years at an interest rate payable on the bonds the City issues to finance the construction of the Phase I Parking Ramp plus 5 basis points

9 6 ASSESSMENT AGREEMENT FOR PHASE I PARKING RAMPS Minnesota Statutes Chapter 429, Minnesota Statutes Section 459 14, the City's Charter and the City's Ordinances authorize the City to assess the cost of the Phase I Parking Ramp against the Subject Property The Developer agrees that the fair share of the cost of the Phase I Parking Ramp attributable to the Subject Property is at least $6,000,000 and that the Phase I Parking Ramp will benefit the Subject Property in at least the amount of $6,000,000 The Developer hereby consents to the City's assessment of $6,000,000 against the Subject Property (to be allocated among the lots and outlots the Master Final Plat creates pursuant to the percentages set forth on Exhibit F), pursuant to Minnesota Statutes Chapter 429, Minnesota Statutes Section 459 14, the City's Charter and the City's Ordinances and waives any and all procedural and substantive objections to a special assessment in that amount, including, but not limited to, notice and

hearing requirements, claims that the Subject Property, or any part thereof, does not receive a benefit from the Phase I Parking Ramp, claims that the assessment is not uniform upon the same classes of property and claims that the amount of the special assessment allocated to any lot or outlot pursuant to Exhibit F exceeds the benefit to such lot or outlot or portion of the Subject Property The Developer also waives any appeal rights otherwise available pursuant to Minnesota Statutes, Section 429 081 The City does not intend to levy the special assessment until immediately prior to or after the City's construction of the Phase I Parking Ramp, and until that time, the assessment described in this Section 9 6 constitutes a pending special assessment Once the City levies the special assessment, and subject to Section 9 7 below, the Developer must pay the installments of the special assessment certified for payment with annual real estate taxes when and as they become due Upon the recording of the Master Final Plat, the pending special assessment described in this Section 9 6 is allocated among the lots and outlots the Master Final Plat creates in the manner set forth on the attached Exhibit F If a subsequent Final Plat for a Phase subdivides one or more of the lots or outlots referenced on Exhibit F, the City must allocate the special assessment pending or levied against that lot or outlot among the lots or outlots created by such Final Plat The Developer or a Secondary Developer must prepare and submit to the City, for its review, a proposed allocation of the pending or levied special assessment among the lot or outlots created by such Final Plat The City must adopt the Developer's or, if applicable, a Secondary Developer's proposed allocation if the Developer's or, if applicable, a Secondary Developer's proposed allocation is done on a per square foot basis The City may accept or reject other proposed allocations in its sole and absolute discretion If the cost of the Phase I Parking Ramp is greater than anticipated, the City reserves the right to levy an assessment in a greater amount or levy supplemental assessments pursuant to Minnesota Statutes, Section 429 071, but the Developer has not, in any way, consented or agreed to an assessment in an amount greater than $6,000,000 or to supplemental assessments or waived any appeal rights with respect to an assessment in an amount greater than $6,000,000 or to supplemental assessments

9 7 PREPAYMENT OF SPECIAL ASSESSMENTS FOR PHASE I PUBLIC PARKING RAMP UPON SALE OR TRANSFER Under Minnesota Statutes, Chapter 429, the City may cause the amounts assessed against the Subject Property for the Phase I Public Parking Ramp to be payable in a single installment or in equal annual installments extending over a period not to exceed 30 years The City will make the special assessment described in Section 9 6 payable in annual installments extending over 20 years in consideration for the Developer's agreement, subject to Section 16 6, to pay the entire, uncertified balance of the special assessment levied pursuant to Section 9 6 against any lot or outlot (whether such lot or outlot is created in the Master Final Plat or is created as a result of a subsequent subdivision of all or a portion of a lot or outlot created in the Master Final Plat or a Final Plat for a Phase) upon the sale or transfer (including, but not limited to, the conveyance of equitable ownership pursuant to a contract for deed) of that lot or outlot If the Developer conveys or otherwise transfers ownership of a lot or outlot subject to the special assessment described in Section 9 6 before the City levies the special assessment, the Developer must, subject to Section 16 6, escrow the portion of the pending special assessment attributable to that lot or outlot with the City or with a title insurance company reasonably acceptable to the City to provide for the payment of the special assessment attributable to that lot or outlot when the City levies the special assessment, and the purchaser must, in the escrow agreement, acknowledge and agree that it is subject to and bound by the consents and waivers described in Section 9 6 above If the Developer elects to

escrow the funds with a title insurance company, the City must be a party to the escrow agreement Any escrow agreement established pursuant to this Section 9 7 shall provide for a refund of the escrowed funds, as directed by the City and the Developer jointly, if the City and the Developer agree on an alternative method for providing the financing for the construction of the Phase I Parking Ramp If the City has not commenced construction of the Phase I Parking Ramp to be financed pursuant to Section 9 5 on or before the date 12 years after the date of this Master Agreement, the escrowed funds, with interest, shall be refunded as provided for in the escrow agreement, and the Developer shall have no further obligations under Sections 9 5, 9 6 or 9 7

ARTICLE 10
DEVELOPER PUBLIC IMPROVEMENTS

10 1 DEVELOPER PUBLIC IMPROVEMENTS – MASS GRADING AND STORM WATER MANAGEMENT The Developer must mass grade the Subject Property and construct a storm water management system to serve the Subject Property in accordance with the Master Grading Plan and the Storm Sewer Phasing Plan Exhibit Subject to Force Majeure, the Developer must commence and complete each phase of the mass grading and each phase of the construction of the storm water management system on or before the commencement and completion dates established for such work in the Grading Plan and the Storm Sewer Phasing Plan Exhibit The Developer may not commence the first phase of the mass grading and storm water management system construction or any subsequent phase of the storm water management system construction until

(a) the Developer has delivered to the City a letter of credit in an amount equal to 125% of the City Engineer's reasonable estimate of the cost of the work to be performed as a part of that phase (the letter of credit the Developer delivers prior to the commencement of construction of the first phase must be in an amount equal to 125% of the City Engineer's reasonable estimate of the full cost of the mass grading for the Subject Property and 125% of the City Engineer's reasonable estimate of the cost of the storm water management system construction which is a part of the first phase),

(b) the Developer has paid to the City the inspection fees established under the Zoning Ordinance with respect to the work to be performed as a part of that phase, and

(c) the Developer has provided the City with evidence that the Developer has obtained all approvals required from the Lower Rum River Water Management Organization for the work to be performed as a part of that phase

ARTICLE 11
DEVELOPER PUBLIC IMPROVEMENTS – LANDSCAPING, PARKLAND IMPROVEMENT, PEDESTRIAN IMPROVEMENTS

11 1 LANDSCAPING ASSOCIATED WITH CITY PHASE I ROADWAY IMPROVEMENTS Subject to Force Majeure, the Developer must commence the installation of

the landscaping described in the Phase I Landscaping Plan within 60 days of the City's substantial completion (exclusive of the final lift) of the City Phase I Roadway Improvements, and must complete the installation of the landscaping described in the Phase I Landscaping Plan on or before the date 180 days from the City's substantial completion (exclusive of the final lift) of the City Phase I Roadway Improvements Notwithstanding the foregoing, if the City substantially completes the City Phase I Roadway Improvements between November 1 of any year and May 1 of the following year, the Developer is not obligated to commence the installation of the landscaping described in the Phase I Landscaping Plan until the following May 1 and is not obligated to complete the installation of the landscaping described in the Phase I Landscaping Plan until the following September 1 Upon the Developer's completion of the landscaping described in the Phase I Landscaping Plan, the Developer must submit to the City a guaranty as required by the Zoning Ordinance and upon the Developer's completion of the work and the City's receipt of such guaranty, the City will release the letter of credit referenced in Section 7 2(c)

11 2 LANDSCAPING ASSOCIATED WITH CITY PHASE II ROADWAY IMPROVEMENTS Subject to Force Majeure, the Developer must commence the installation of the landscaping described in the Phase II Landscaping Plan within 60 days of the City's substantial completion (exclusive of the final lift) of the City Phase II Roadway Improvements and must complete the installation of the landscaping described in the Phase II Landscaping Plan on or before the date 180 days from the City's substantial completion (exclusive of the final lift) of the City Phase II Roadway Improvements Notwithstanding the foregoing, if the City substantially completes the City Phase II Roadway Improvements between November 1 of any year and May 1 of the following year, the Developer is not obligated to commence the installation of the landscaping described in the Phase II Landscaping Plan until the following May 1 and is not obligated to complete the installation of the landscaping described in the Phase II Landscaping Plan until the following September 1 Upon the Developer's completion of the landscaping described in the Phase II Landscaping Plan, the Developer must submit to the City a guaranty as required by the Zoning Ordinance and upon the City's receipt of such guaranty the City will release the letter of credit described in Section 7 8(d)

ARTICLE 12
RESPONSIBILITY FOR COSTS, SECURITY

12 1 DEVELOPER PUBLIC IMPROVEMENT COSTS The Developer shall pay for the Developer Public Improvements, that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same, and the City shall be under no obligation to pay the contractor or any subcontractor any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract

12 2 PHASE IMPROVEMENT COSTS A Secondary Development Agreement for each Phase will require a Secondary Developer to pay for the Phase Public Improvements with respect to such Phase, that is, all costs of persons doing work or furnishing skills, tools, machinery or materials, or insurance premiums or equipment or supplies and all just claims for the same, and the City shall be under no obligation to pay the contractor or any subcontractor

any sum whatsoever on account thereof, whether or not the City shall have approved the contract or subcontract

12 3 CITY COSTS Except to the extent provided in this Section 12 3, the Developer must reimburse the City for all fees and charges the City incurs and pays to third parties in connection with the Development of the Subject Property, including, but not limited to, legal, planning, engineering and inspection fees and expenses incurred in connection with the preparation of this Master Agreement, the review and approval of plans and specifications for improvements contemplated in this Master Agreement or the Master Development Plans and the monitoring and final inspection of the Developer's progress, performance, construction and installation of the Developer Public Improvements Developer must also reimburse the City for the City's staff time A schedule of the reimbursement rates for City staff time are attached as Exhibit I Notwithstanding the foregoing, the Developer is not obligated to reimburse the City for the City's staff time or to reimburse the City for fees and charges the City incurs and pays to third parties in connection with the Development of any subsequent Phase, including, but not limited to, legal, planning, engineering and inspection fees and expenses incurred in connection with the preparation of a Secondary Development Agreement, the review and approval of plans and specifications for improvements contemplated in a Secondary Development Agreement or the Final Plans for a Phase and the monitoring and final inspection of a Secondary Developer's progress, performance, construction and installation of Phase Public Improvements, unless so obligated under the terms of a Secondary Development Agreement to which the Developer is a party The City represents that the reimbursement rates set forth on the attached Exhibit I are the same reimbursement rates the City charges to other developers The City may , from time to time, change the reimbursement rates described on the attached Exhibit I provided that the changes are also applicable to the reimbursement rates the City charges other developers The Developer must reimburse the City for out-of-pocket costs the City pays and must reimburse the City for City staff within 30 business days of the City's delivery of a notice to the Developer setting forth the amount of the City's out-of-pocket costs or staff time expenses through the date of the notice As provided in Section 1 1, the Memorandum of Understanding is terminated The Developer agrees to pay bona fide invoices rendered under the terms of the Memorandum of Understanding for work performed prior to the date the Developer executes this Agreement within 10 business days after the submission of such invoices to the Developer In addition, the Developer agrees to pay the City $250,000 in cash or wire transferred funds payable in two installments of $125,000 on January 1, 2004 and January 1, 2005 The payments are intended to assist the City in recruiting and retaining new City employee positions of Associate Planner, Building Inspector, Engineering Technician and Executive Human Resources Assistant, but the City may use the funds for any purpose The Developer agrees to keep in force the $50,000 Letter of Credit that the Developer has already delivered to the City to secure the Developer's performance of its obligations under this Section 12 3 until December 31, 2007

12 4 LETTERS OF CREDIT AND ALTERNATIVE SECURITY Various provisions of this Master Agreement require the Developer to deliver letters of credit to the City to secure the Developer's performance of various obligations The City Council may, in its sole and absolute discretion, consider accepting the following alternative security arrangements (or combinations thereof) in lieu of requiring a letter of credit

(a) Cash escrow accounts with bona fide title insurance companies as to which the City is a third party beneficiary

(b) Letters of credit

(c) Performance bonds

(d) Insurance policies insuring performance

(e) Evidence of construction financing sufficient to fund the improvements in question, with delivery to the City of copies of construction draws, lien waivers or other satisfactory evidence of payment of invoices as construction proceeds

(f) Evidence of lines of credit sufficient to fund the improvements in question, updated regularly

(g) Other arrangements satisfactory to the City

The City Council may also consider the alternative security arrangements described in this Section 12 4 in connection with the City's establishment of the requirements for Secondary Development Agreements Each letter of credit required under the terms of this Master Agreement must be an Irrevocable Letter of Credit from a state or national banking association or other financial institution reasonably acceptable to the City (each a "Letter of Credit") Unless otherwise expressly stated in this Master Agreement, a Letter of Credit must be in amount equal to 125% of the City's estimate of the cost to perform the obligation the performance of which the Letter of Credit secures Each Letter of Credit must obligate the issuer thereof to honor the City's site draft for the full amount of the Letter of Credit provided the City submits to the issuer, along with the City's site draft, a Certificate signed by the City Administrator of the City of Ramsey stating the Developer is in default in the performance of the obligation the Letter of Credit secures (as stated in the Letter of Credit) Each Letter of Credit, except for the letter of credit the Developer provides pursuant to Section 10 1(a) which may be for a term of one year and, if not released, must be renewed pursuant to the requirements of this Section 12 4, must provide that it will automatically renew until released by the City Each Letter of Credit must, in all other respects, be in a form reasonably acceptable to the City Until the Developer completes the performance of the obligation the Letter of Credit secures, the Developer must obtain and provide the City with extensions or renewals of the Letter of Credit at least thirty (30) days prior to the stated expiration date of the Letter of Credit The term "Letter of Credit" as used in this Master Agreement means the original Letter of Credit the Developer delivers to the City, each extension or renewal of the original or any subsequent Letter of Credit and any new Letter of Credit Developer delivers to the City to satisfy Developer's obligations under this Section 12 4 Each time a Letter of Credit is extended, renewed or replaced, the amount of the Letter of Credit may be reduced to an amount equal to 125% of the Developer's estimate of the total cost of completing the obligation which the Letter of Credit secures In addition, Developer may, not more than once per calendar month, ask the City to consent to a reduction in the amount of a Letter of Credit to reflect the Developer's partial completion of the obligation the Letter of Credit secures To request the City's consent to such a reduction in the amount of a Letter of Credit, the Developer must submit to the City a description of the work the Developer has completed and

mechanic's and materialmen's lien waivers showing the Developer's full payment for the completed work The City's Engineer will inspect the work identified in the Developer's request and report the results of his or her inspection to the City Administrator The City Administrator will approve the reduction and the outstanding amount of the Letter of Credit when the City Administrator is satisfied, based on the Engineer's report, that the amount of the requested reduction accurately reflects the cost of the work the Developer has completed and paid for The City will release the Letter of Credit when the Developer has completed the work the Letter of Credit secures and the City has inspected and accepted the work If the Developer fails to obtain a required extension or renewal of a Letter of Credit at least thirty (30) days prior to the stated expiration date of a Letter of Credit, the Developer is in default in the performance of its obligation to obtain and provide the City with extensions or renewals of the Letter of Credit and the City may draw on the Letter of Credit without providing the Developer with notice or an opportunity to cure

ARTICLE 13
DEFENSE AND INDEMNIFICATION OF CITY

13 1 DEFENSE OF THE CITY The Developer must defend the City, its Council members, employees, agents, independent contractors and attorneys (collectively, the "City Parties"), with legal counsel reasonably acceptable to the City, from any and all third party demands, claims, actions, suits or proceedings which arise out of, result from or relate to any of the following

(a) The Developer's failure to perform any obligation this Master Agreement imposes upon the Developer or to observe any restriction this Master Agreement imposes upon the Developer or the Subject Property,

(b) The Developer's failure to pay any contractors, subcontractors, laborers or material suppliers who have provided labor or materials at the request of the Developer,

(c) The Developer's construction of the Developer Improvements

If the Developer fails to defend, the City shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle the claim or other matter, for the account of and at the risk of the Developer In the event that the Developer fails to defend, all attorneys' fees incurred by the City related to such defense shall be paid for by the Developer

13 2 INDEMNIFICATION OF THE CITY The Developer must indemnify the City Parties against and must hold the City Parties harmless from any cost, expense, loss, obligation, liability, or damages resulting from a claim within the scope of the Developer's defense obligation under Section 13 1 above, provided, however, the Developer is not obligated to indemnify the City Parties against or to hold the City Parties harmless from liability under any judgment a court of competent jurisdiction enters against a City Party as a result of the City Party's negligence, willful misconduct, or violation of applicable law

13 3 NOTICE Within a reasonable period of time after the City's receipt of actual notice of any demand, claim, action, suit or proceeding that is or may be within the scope of the

Developer's defense obligation under Section 13 1 above, the City must give the Formal Notice of any such matter in reasonable detail to the Developer

ARTICLE 14
SUCCESSORS IN TITLE AND ASSIGNMENT

14 1 TRANSFERS OF TITLE AND ASSIGNMENT The Developer may not transfer title to all or any portion of the Subject Property or assign any of its rights or obligations under this Master Agreement without the consent of the City For purposes of this Master Agreement, a transfer of shares, partnership interest, membership interest or other ownership interest in a Developer which results in a transfer in control of the Developer entity constitutes an assignment of the Developer's rights under this Master Agreement The City may grant or withhold its consent in the City's sole and absolute discretion except as follows

(a) If the Developer conveys a portion of the Subject Property to a Secondary Developer, the City's joinder in an agreement with the Developer and the Secondary Developer describing the allocation of rights and obligations under this Master Agreement or the City's approval of Final Plans for the secondary development and execution of a Secondary Development Agreement with the Secondary Developer constitutes the City's consent to Developer's conveyance of the property that is the subject of the secondary development to the Secondary Developer, and

(b) If the Developer conveys all of its remaining interest in the Subject Property to a successor developer, the City must consent to the conveyance of the real estate and the assignment of the Developer's rights under this Agreement provided

(i) the Developer is not then in default under the terms of the Master Agreement,

(ii) the Developer conveys all of its remaining interest in the Subject Property (except for portions of the Subject Property that are subject to a Secondary Development Agreement) and assigns all of its rights under the Master Agreement to the successor developer,

(iii) the successor developer assumes, for the benefit of the City, all of the Developer's obligations under this Master Agreement and acknowledges, for the benefit of the City that he, she or it is subject to the consents and waivers set forth in Section 7 6, 7 12 and 9 6 and is subject to the prepayment obligations set forth in Section 7 7, 7 13 and 9 7, and

(iv) to the extent that the City is holding letters of credit or other security provided by the Developer at the time of the sale and assignment, the successor developer provides the City with substitute letters of credit or other security acceptable to the City Council pursuant to Section 12 4

If the Developer conveys all or a portion of the Subject Property to a third party without acquiring the City's consent, the Developer's successor in interest is subject to all of the

covenants and restrictions set forth in this Master Agreement, but is not entitled to enforce all or any part of this Master Agreement against the City

14 2 COLLATERAL ASSIGNMENTS The Developer may collaterally assign its rights under this Master Agreement to any entity to whom the Developer grants a mortgage on all or part of the Subject Property as additional security for the Developer's performance of the obligation the mortgage secures If the mortgagee acquires title to all or a portion of the Subject Property as a result of the foreclosure of such mortgage and the enforcement of the collateral assignment, or as a result of deed in lieu of such foreclosure and enforcement, the rights and obligations of the mortgagee, in its capacity as a successor in title to the Developer, are as set forth in Section 14 3 below,

14 3 RIGHTS AND OBLIGATIONS OF FORECLOSING MORTGAGEE An individual or entity who acquires title to all or a portion of the Subject Property through the foreclosure of a mortgage or deed in lieu of foreclosure on such portion of the Subject Property remains subject to each of the restrictions set forth in this Master Agreement and remains subject to all of the obligations of the Developer under the terms of this Master Agreement, but the purchaser at a foreclosure sale or grantee under a deed in lieu of foreclosure shall have no personal liability for a breach of such obligations under this Master Agreement so long as

(a) The party acquiring title through foreclosure or deed in lieu of foreclosure observes all of the restrictions set forth in the Master Agreement,

(b) The Party who acquired title through foreclosure or deed in lieu of foreclosure does not undertake or permit any other party to undertake any Development on the portion of the Subject Property it owns,

(c) The City has no obligation to approve Final Plans for a Phase created out of the portion of the Subject Property the foreclosing mortgagee (or mortgagee obtaining a deed in lieu of foreclosure) owns or to issue any related building permits

The purpose of this Section 14 3 is to permit a foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure) to hold title to the portion of the Subject Property it acquires through foreclosure or deed in lieu of foreclosure, without liability, until it can sell the property it holds to a third party who will assume the obligations of the Developer under the terms of this Master Agreement and proceed with the Development of the Subject Property pursuant to the terms of this Master Agreement If, rather than passively holding title to the portion of the Subject Property it acquires through foreclosure or deed in lieu of foreclosure, the foreclosing lender (or mortgagee obtaining a deed in lieu of foreclosure) or other purchaser at a foreclosure sale desires to sell Phases to Secondary Developers for Development, the purchaser at the foreclosure sale (or mortgagee obtaining a deed in lieu of foreclosure) must assume and perform each of the obligations of the Developer under this Master Agreement This Section 14 3 does not restrict the authority of the City to pursue its rights under any outstanding security, exercise remedies otherwise available under this Master Agreement or suspend the performance of its obligations under this Master Agreement as otherwise allowed

14 4 DEVELOPER'S LENDER The City acknowledges that the Developer intends to mortgage the Subject Property (except for the City Property) to Community National Bank (the "Bank"), whose address is 5481 St Croix Trail, North Branch, MN 55056-5200, Attention President, and that the Developer intends to collaterally assign its rights under the Master Agreement to the Bank pursuant to Section 14 2 above The City agrees to provide Formal Notice to the Bank, at the address set forth above, in the event of any default by the Developer, at the same time the City provides any Formal Notice to the Developer required pursuant t o Article 15 of this Master Agreement and to provide the Bank with the same opportunity to cure any default that is afforded to the Developer under the terms of this Master Agreement

14 5 ESTOPPEL CERTIFICATES Within twenty (20) days after the City's receipt of Formal Notice requesting an estoppel certificate, the City will cause an appropriate representative of the City to execute, acknowledge and deliver to the Developer an estoppel certificate certifying

(a) Either (i) that this Master Agreement is unmodified and in full force and effect, that this Master Agreement is in full force and effect as modified, and stating the modifications, or (ii) that this Master Agreement has terminated, and

(b) Either that, to the best of City's actual knowledge, (i) neither the City nor the Developer is in default under this Master Agreement or (ii) stating that neither the City nor the Developer is in default under this Master Agreement except as stated in the Estoppel Certificate and setting forth, and specifying, the nature and extent of the default

14 6 CERTIFICATE OF COMPLETION Upon the Developer's completion of all of the Developer Public Improvements or a discrete portion of the Developer Public Improvements, the City will, upon the Developer's request, furnish the Developer with a recordable Certificate of Completion substantially in the form attached as Exhibit H, or will provide the Developer with a written statement indicating, in reasonable detail, in what respects the Developer has failed to complete the relevant Developer Public Improvement and the measures or acts that are required, in the opinion of the City, for the Developer to complete the Developer Public Improvement in question The City will provide the Certificate of Completion or written statement described in this Section 14 6 within thirty (30) days after receipt of the Developer's request Unless sooner terminated pursuant to the terms hereof, this Master Agreement terminates and neither party has any further liability hereunder, upon the full build out of all of the public and private improvements contemplated by the Master Development Plan, as the same may be amended from time to time, which shall be evidenced by Certificates of Completion having been issued as to all of the public improvements and certificates of occupancy as to all of the private improvements When the City has

(a) Issued Certificates of Completion with respect to all of the Developer's Public Improvements, and

(b) Entered into Secondary Development Agreements with Secondary Developer's for all of the Subject Property (other than property the City owns or property that has been dedicated to the Public),

The City will provide the Developer with a Certificate of Completion indicating that all of the Developer's obligations under this Agreement, except for the Developer's obligations under Article 13, have been satisfied and, except for Article 13, this Master Agreement is terminated Six years after the date the City issues the Certificate of Completion referenced in the preceding sentence, the Developer's obligations under Article 13 terminate and are of no further force and effect

ARTICLE 15
REMEDIES UPON DEFAULT

15 1 CITY'S REMEDIES Except as set forth in this Section 15 1 or in Section 15 6, if the Developer fails to perform one or more of its obligations under this Master Agreement or fails to abide by one or more restrictions this Master Agreement imposes on the Developer, the City shall give the Developer Formal Notice of the default and the Developer shall have thirty (30) days to cure the default If, however, the Developer undertakes or permits Development in violation of the restrictions set forth in Sections 3 3, 4 1, 4 2 or 4 3 of this Master Development Agreement, the City shall give the Developer Formal Notice of the default and the Developer shall have forty-eight (48) hours to cure the default If the Developer fails to perform one or more of its obligations in Sections 4 12, 7 6, 7 7, 7 12, 7 13, 9 6, 9 7, 12 3, 12 4, 13 1, 13 2, and 15 1(e), the City shall give the Developer Formal Notice of the default and the Developer shall have five (5) days to cure the default If the Developer does not cure the default within the required period or such longer period as may be necessary if the default may not reasonably be cured within such period, provided the Developer pursues the cure with reasonable diligence, then the City may avail itself of any remedy afforded by law and any of the following cumulative, non-exclusive remedies

(a) the City may specifically enforce this Master Agreement, including without limitation, the use of temporary restraining orders, temporary injunctions and permanent injunctions,

(b) the City may suspend any work, improvement or obligation to be performed by the City until the City receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Master Agreement,

(c) the City may collect on any security provided by the Developer pursuant to Article 12, to the extent necessary to cure the default and, if the security is a Letter of Credit, the City may draw on the Letter of Credit for any amount up to the full amount of the Letter of Credit If the City draws on a Letter of Credit, the City must deposit the proceeds of the Letter of Credit in a bank account in the City's name If the City elects to perform (or to engage third parties to perform) obligations of the Developer pursuant to subsection 15(e) below, the City may withdraw from said account and retain an amount equal to the total amount of the costs and expenses which the City incurs in connection with the performance of such obligations If the City elects to perform obligations of the Developer under this Master Agreement, Developer is entitled to recover from the City any balance of the proceeds of the Letter of Credit remaining after the City has reimbursed

itself for all costs and expenses which the City incurs in connection with the full performance of the Developer's obligations and Developer is personally liable to the City for the amount by which the costs and expenses which the City incurs in connection with the performance of the Developer's obligations under this Master Agreement exceed the proceeds of the Letter of Credit If the City elects to commence a civil action to recover its damages (to the extent such an action for damages is permitted under Section 15(f), the City must hold the proceeds of the Letter of Credit, less amounts the City deducts therefrom to reimburse the City for costs and expenses the City incurs in performing Developer's obligations, until a court enters a judgment against Developer at which time the City must apply the proceeds of the Letter of Credit, less amounts the City has deducted therefrom to reimburse the City for costs and expenses the City incurred in performing the Developer's obligations, towards the satisfaction of the judgment If the proceeds of the Letter of Credit exceed the amount necessary for the satisfaction of any judgment the City obtains against Developer and the reimbursement of costs and expenses the City incurs in performing Developer's obligations, the City must remit the remaining balance of the Letter of Credit proceeds to the Developer,

(d) the City may deny building permits for buildings within any Phase that is not subject to a Secondary Development Agreement and may withhold approval of Final Plans for any new Phase proposed by the Developer, until the default is cured,

(e) the City may, at its sole option, perform the work or improvements to be performed by the Developer, in which case the Developer shall within thirty (30) days after written billing by the City reimburse the City for any costs and expenses incurred by the City In the alternative, the City may, in whole or in part, specially assess any of the costs and expenses incurred by the City against any or all of the Subject Property then owned by the Developer, and the Developer hereby waives any and all procedural and substantive objections to the installation and construction of the work and improvements and the special assessments resulting therefrom, including but not limited to notice and hearing requirements and any claim that the special assessments exceed benefit,

(f) If the Developer's default is the failure to perform one or more of its monetary obligations under Section 4 12, 7 6, 7 7, 7 12, 7 13, 9 6, 9 7, 12 3, 13 1, 13 2, 15 1(c) or 15 1(e), the City may commence an action against the Developer for monetary damages

Notwithstanding anything else in this Section 15, if the Developer's default is the failure to obtain an extension or renewal of a Letter of Credit or a replacement Letter of Credit within 30 days of the date an existing Letter of Credit will expire or if applicable law prevents the City from giving the notice of default described in this Section 15 1, the City may exercise the remedies described in Sections 15(b), 15(c), 15(d) or 15(e) without prior notice to the Developer and without the Developer having an opportunity to cure the Developer's default If the City draws on a Letter of Credit as a result of the Developer's failure to provide an extension or renewal of a Letter of Credit or a replacement Letter of Credit, the City must hold the proceeds

of the Letter of Credit in a separate account the City maintains with a state or national bank or other financial institution acceptable to the City, may use the proceeds of the Letter of Credit in the same manner and to the same extent the City may use proceeds of a draw on a Letter of Credit pursuant to Section 15 1(c) and will remit unused proceeds of the Letter of Credit to the Developer upon the Developer's delivery to the City of a new Letter of Credit in the form and in the amount this Master Agreement requires

15 2 DEVELOPER'S REMEDIES If the City defaults in the performance of any of its obligations under this Master Agreement, the Developer shall give the City Formal Notice of such default and the City shall have 30 days to cure the default If the City, after the Formal Notice to it by the Developer, does not cure the default within such 30 day period, or such longer period as may be necessary if the default may not reasonably be cured within such 30 day period, provided the City pursues the cure with reasonable diligence, then the Developer may avail itself of the following non-exclusive remedies

(a) the Developer may specifically enforce this Master Agreement,

(b) the Developer may suspend its performance under this Master Agreement until it receives assurances from the City, deemed adequate by the Developer, that the City will cure its default and continue performance under this Master Agreement, and

(c) the Developer may terminate or cancel and rescind this Master Agreement

15 3 MASTER AGREEMENT TERMINATION DEFAULTS The following defaults by the Developer that have not been remedied after notice and expiration of the cure period provided in Section 15 1 above shall permit the City to terminate the Master Agreement and repeal the RTC Ordinance

(a) Failure by the Developer to convey to the City the City Hall Site, as required by Section 5 1, or

(b) Failure by the Developer to convey the Parkland to the City, as required by Section 4 11, or

(c) Failure by the Developer to complete the Developer Public Improvements, but only to the extent the Developer is obligated to construct or install such improvements pursuant to the terms of this Master Agreement and provided the City has not elected to complete such Developer Public Improvements pursuant to Section 15 1(e) above

(d) Failure by the Developer to perform the obligation placed on it by Sections 3 3, 4 12, 7 6, 7 7, 7 12, 7 13, 9 6, 9 7, 12 3, 12 4, 13 1, 13 2, 14, and 15 1(e) of this Master Agreement

Defaults (a) through (d) are the only defaults for which the remedies of this Section 15 3 are available to the City

15 4 NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER If any agreement contained in this Master Agreement is breached by the Developer and thereafter waived in writing by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breaches hereunder

15 5 EXCLUSIVE REMEDIES The remedies set forth in Sections 15 1, 15 2 and 15 3 are exclusive

15 6 EMERGENCY If Developer's default creates an imminent threat to life, safety, or health of the public, the City, without affirmative duty to do so, may proceed immediately to cure the default and thereafter proceed pursuant to the provisions of Section 15 1(e)

15 7 AGREEMENT TO PAY ATTORNEYS' FEES AND EXPENSES Whenever any default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City, unless the Developer prevails in any proceeding related to such default, in which event the City agrees, on demand therefor, to pay to the Developer the reasonable fees of attorneys and other expenses incurred by the Developer If the City defaults under this Master Agreement, the City shall, on demand therefor, pay to the Developer the reasonable attorneys' fees and other expenses related thereto incurred by the Developer, unless the City prevails in any proceeding related to such default, in which event the Developer agrees, on demand therefor, to pay to the City the reasonable fees of attorneys and other expenses incurred by the City

ARTICLE 16
MISCELLANEOUS

16 1 NO THIRD PARTY RECOURSE OR RIGHTS Third parties shall have no recourse or rights under this Master Agreement against the City or the Developer

16 2 CITY OWNED PROPERTY The City's execution of this Master Agreement is also intended to subject the City Property to the terms of this Master Agreement

16 3 RECORDING The Developer must record this Master Agreement or a memorandum summary hereof with the County Recorder and/or Registrar of Titles, as appropriate, prior to or contemporaneously with the recording of the Master Final Plat The City shall execute any and all documents necessary to implement the recording

16 4 BINDING AGREEMENT The parties mutually recognize and agree that, subject to Section 14, all terms and conditions of this Master Agreement shall run with the Subject Property, and shall be binding upon the successors and assigns of the Developer and the City

16 5 WAIVER Any party hereto may extend the time for the performance of any of the obligations of another, waive any inaccuracies in representations by another contained in this Master Agreement which inaccuracies would otherwise constitute a breach of this Master Agreement, waive compliance by another with any of the covenants contained in this Master

Agreement and performance of any obligations by the other or waive the fulfillment of any condition that is precedent to the performance by the party so waiving of any of its obligations under this Master Agreement Any agreement on the part of any party for any such extension or waiver must be in writing No waiver of any of the provisions of this Master Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver

16 6 EXEMPT CONVEYANCES Sections 7 7, 7 13 and 9 7 obligate the Developer to prepay levied special assessments or escrow funds for the prepayment of pending special assessments when any portion of the Subject Property is sold The following conveyances are exempt from the prepayment and escrow requirements of Sections 7 7, 7 13 and 9 7

(a) The City's conveyance to the Developer of the portion of the City owned well site not included within Lot 1, Block 3, as depicted on the Preliminary Plat or any series of conveyances between the Developer and the City necessary to transfer the portion of the City well site not included within Lot 1, Block 3 as described in the Preliminary Plat to the Developer,

(b) The Developer's conveyance to a successor Developer of all of the Subject Property that the Developer owns, all of the Subject Property zoned for residential development that the Developer owns or all of the Subject Property zoned for non-residential development that the Developer owns, and

(c) The City's conveyance of the City's 90 Foot Tract to the Developer and the Developer's conveyance of the City Hall Site to the City

It is the City's intent to require the prepayment of levied special assessments or the escrow of funds for the prepayment of pending special assessments upon the Developer's conveyance to Secondary Developers, but not to require such prepayments or escrows upon the Developer's conveyance to a successor master developer, and the City may, at its option, elect to exempt other conveyances from the prepayment and escrow requirements

16 7 GOVERNING LAW This Master Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota

16 8 COUNTERPARTS This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument

16 9 HEADINGS The subject headings of the Sections of this Master Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions

16 10 ACCESS The Developer hereby grants to the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform the City's obligations with respect to the City Public Improvements and to inspect the Developer Public Improvements

16 11 LIMITATION ON DEVELOPER'S CONSTRUCTION OBLIGATIONS Notwithstanding anything contained in this Master Agreement to the contrary, the only obligations of Ramsey Town Center LLC with respect to the actual construction of the RTC Project are to (i) construct the Developer Public Improvements described in Articles 10 and 11, (ii) provide the security required by this Master Agreement with respect to the Developer Public Improvements, and (iii) use its best efforts to enter into agreements with Secondary Developers reasonably acceptable to the City to construct the portions of the RTC Project within the Phases

16 12 PROPRIETARY RIGHTS The City acknowledges that Ramsey Town Center LLC has and will invest significant amounts in the preparation of plans, surveys, drawings and other information relating to the proposed RTC Project (collectively the "Information") The City agrees that Ramsey Town Center LLC is the sole owner of any Information the Developer prepares or pays a third party to prepare and has the sole right to sell such Information to third parties Notwithstanding the foregoing, the Developer agrees that from and after the date the Developer provides the City Public Improvements design identified in Section 7 2 to the City, the City may use such materials in any manner the City deems appropriate The Developer further acknowledges that to the extent information the Developer provides to the City is subject to the Minnesota Data Practices Act, the City must comply with the provisions of the Act

16 13 EASEMENT RELOCATION If the City requires that the Developer grant easements to the City pursuant to the terms of this Master Agreement or otherwise and the lines or infrastructure to be located within an easement area are actually located outside the easement area, the City agrees to enter into amendments to the easements to relocate the easement area to coincide with the actual location of the lines or infrastructure

16 14 DEVELOPER'S WARRANTY The Developer warrants to the City that, for a period of one year from the date the City accepts the Developer Public Improvements, the Developer Public Improvements will be free from defects caused by faulty workmanship or defective materials

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of the date first stated above

CITY:

CITY OF RAMSEY, MINNESOTA

By _____
Name Thomas G. Games
Its Mayor

By _____
Name James E. Norman
Its City Administrator

DEVELOPER:

RAMSEY TOWN CENTER LLC,
a Minnesota limited liability company

By _____
Name Bruce A. Nedegaard
Its Chief Manager

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on this 17th day of September, 2003, by Thomas G. Gamec and James E. Norman, the Mayor and City Administrator of the City of Ramsey, a Minnesota municipal corporation on behalf of the Corporation

William K Goodrich
Notary Public

WILLIAM K GOODRICH
Notary Public
Minnesota
My Commission Expires Jan 31 2005

STATE OF MINNESOTA)
) ss
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me this 17 day of September, 2003, by Bruce A Nedegaard the Chief Manager of RAMSEY TOWN CENTER LLC, a Minnesota limited liability company, on behalf of the limited liability company

KELLY J NEKOLA
Notary Public-Minnesota
Anoka County
My Commission Expires

Kelly J Nekola
Notary Public

THIS INSTRUMENT WAS DRAFTED BY

BRIGGS AND MORGAN, P A (TLB)
W2200 First National Bank Building
332 Minnesota Street
St Paul, Minnesota 55101

EXHIBIT A

Legal Description of the Subject Property

RAMSEY TOWN CENTER LLC (Developer) OWNED PROPERTY

Abstract Title Properties

The South 835 feet of the East 417 feet of the Southeast Quarter of the Northeast Quarter of Section 28, Township 32, Range 25, as measured along the East and South lines thereof,

And

The North 209 feet of the South 1044 feet of the East 417 feet of the Southeast Quarter of the Northeast Quarter of Section 28, Township 32, Range 25, as measured along the East and South lines thereof,

And

Lot 1, Block 1, R A Peltzer Addition, Anoka County, Minnesota,

And

The Southwest Quarter of the Northeast Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, EXCEPT the North 150 00 feet of said Southwest Quarter of the Northeast Quarter and EXCEPT the East 100 00 feet of the West 160 00 feet of the North 174 00 feet of the South 217 00 feet of said Southwest Quarter of the Northeast Quarter,

And

The Southeast Quarter of the Northeast Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, EXCEPT the North 150 00 feet of said Southeast Quarter of the Northeast Quarter and EXCEPT the East 417 00 feet of said Southeast Quarter of the Northeast Quarter,

And

The Northeast Quarter of the Southeast Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota,

And

Lots 1 and 8 AUDITORS SUBDIVISION NUMBER 34, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota

And the following Registered Titles Properties

The Northwest Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota,

EXCEPT the following described four tracts

1 The North 90 feet of said Northwest Quarter,

2 Parcels 1 and 2, ANOKA COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO 33, filed as Anoka County Recorder Document No 798409,

3 That part of said Northwest Quarter lying Southwesterly of the Northeasterly railroad right-of-way of Burlington Northern, Inc ,

4 A 120-foot wide strip of said Northwest Quarter, the centerline of which strip is described as follows

Beginning at the intersection of the East line of the Southeast Quarter of said Northwest Quarter and a line 60 00 feet South of and parallel with the North line of the Southeast Quarter of said Northwest Quarter, thence on an assumed bearing of North 89 degrees 29 minutes 01 seconds West, along said parallel line, a distance of 220 50 feet, thence Northwesterly a distance of 821 53 feet along a tangential curve concave to the Northeast, said curve having a radius of 1099 07 feet and a central angle of 42 degrees 49 minutes 37 seconds, thence North 46 degrees 39 minutes 23 seconds West, tangent to the last described curve, a distance of 600 00 feet to a point hereinafter referred to as "Point A", thence Westerly a distance of 821 51 feet along a tangential curve concave to the South, said curve having a radius of 1099 97 feet and a central angle of 42 degrees 49 minutes 35 seconds, thence North 89 degrees 28 minutes 58 seconds West, tangent to the last described curve, a distance of 500 00 feet to the West line of said Northwest Quarter, and said centerline there terminating,

And

That part of the Southwest Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, lying Northeasterly of the Northeasterly railroad right-of-way of Burlington Northern, Inc

Torrens Property

Torrens Certificate No 89743

CITY OF RAMSEY OWNED PROPERTY 3

Abstract Title Properties

The East 100 00 feet of the West 160 00 feet of the North 174 00 feet of the South 217 00 feet of the Southwest Quarter of the Northeast Quarter Section 28, Township 32, Range 25, Anoka County, Minnesota,

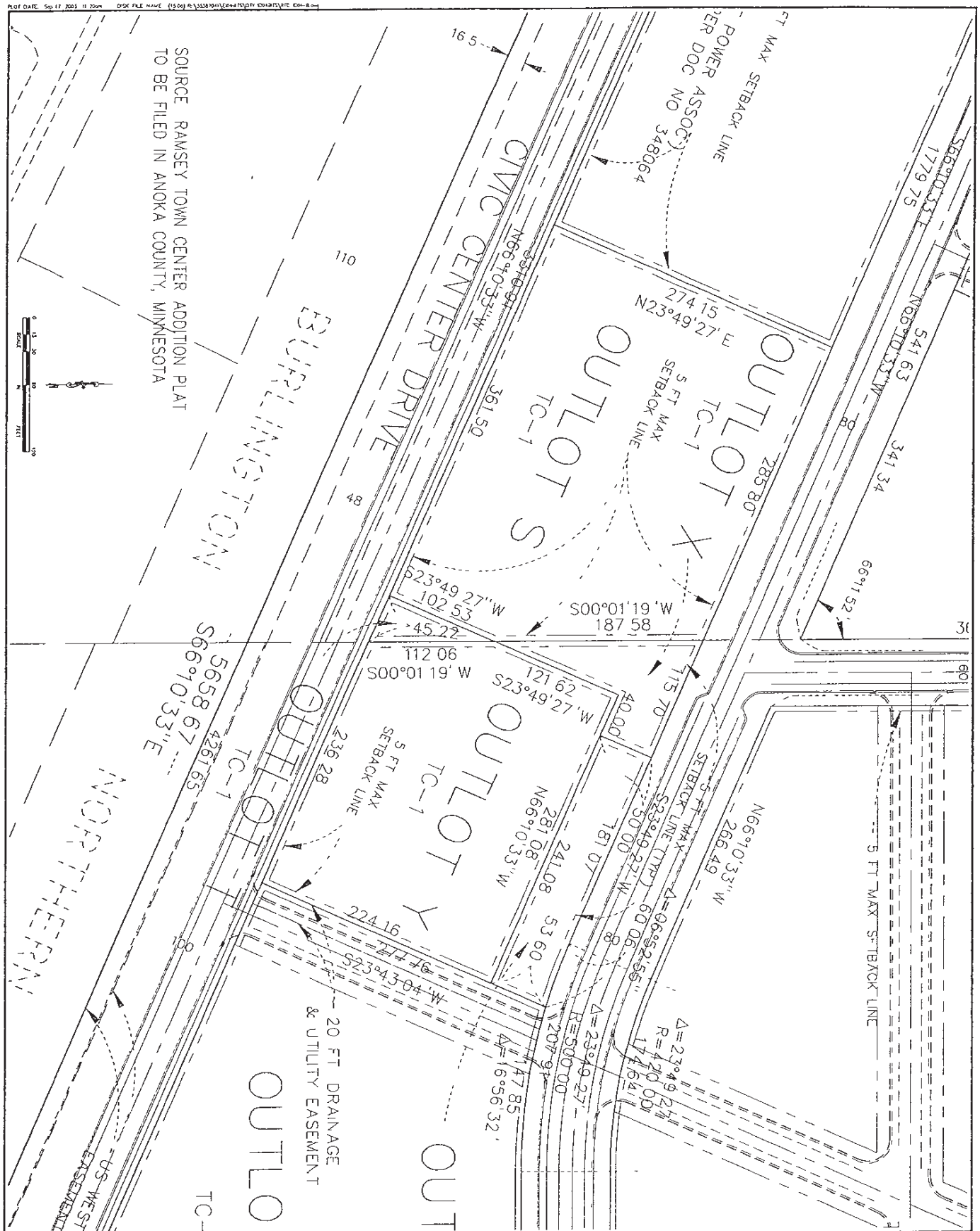
And

The North 90 feet of the Northwest Quarter (NW 1 / 4), Section 28, Township 32, Range 25

EXHIBIT B

Legal Description of City Hall Site

A 164,000 square foot parcel as depicted on the attached sheet B-2 and labeled as Outlots S, T, X and Y The City Hall Site will be identified as a separate Outlot on the Master Final Plat



RAMSEY TOWN CENTER ADDITION

LEGAL DESCRIPTION OF CITY HALL SITE

EXHIBIT "B"

RAMSEY, MN

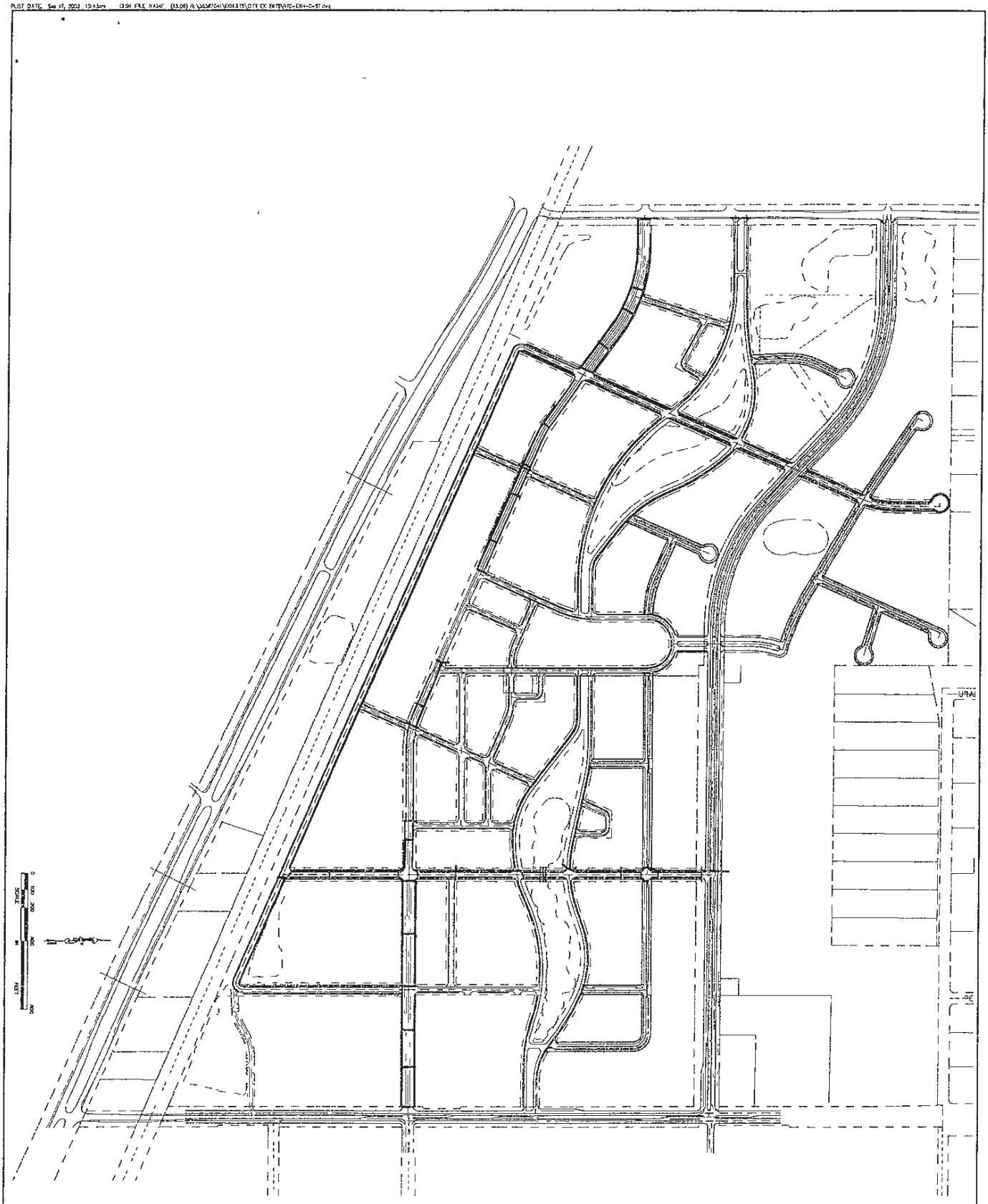
SEPTEMBER 15, 2003

B-2

EXHIBIT C

Description of City Phase I Utility Improvements

The attached sheets C-1 and C-2 of this Exhibit are reduced size versions of the original drawing by URS Engineers and Architects dated September 15, 2003 Full size copies of the attached sheets are available at the office of the City of Ramsey City Engineer



RAMSEY TOWN CENTER ADDITION

CITY PHASE I UTILITY IMPROVEMENTS (STORM)

EXHIBIT "C"

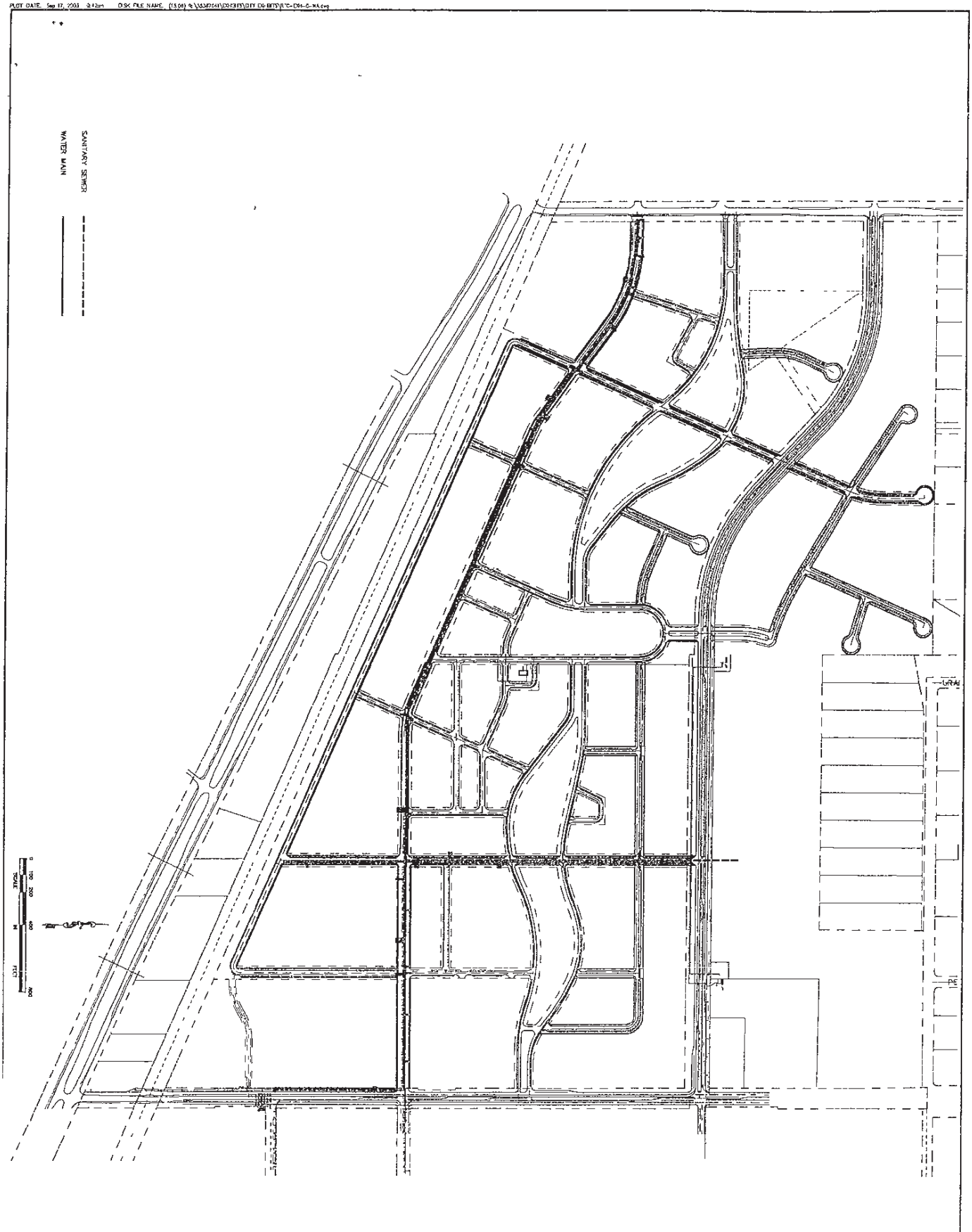
RAMSEY, MN

SEPTEMBER 15, 2003

POLARIS GROUP

EHLERS

C-2



RAMSEY TOWN CENTER ADDITION

CITY PHASE I UTILITY IMPROVEMENTS (SAN/WAT)

EXHIBIT "C"

RAMSEY, MN

SEPTEMBER 15, 2003

POLARIS GROUP

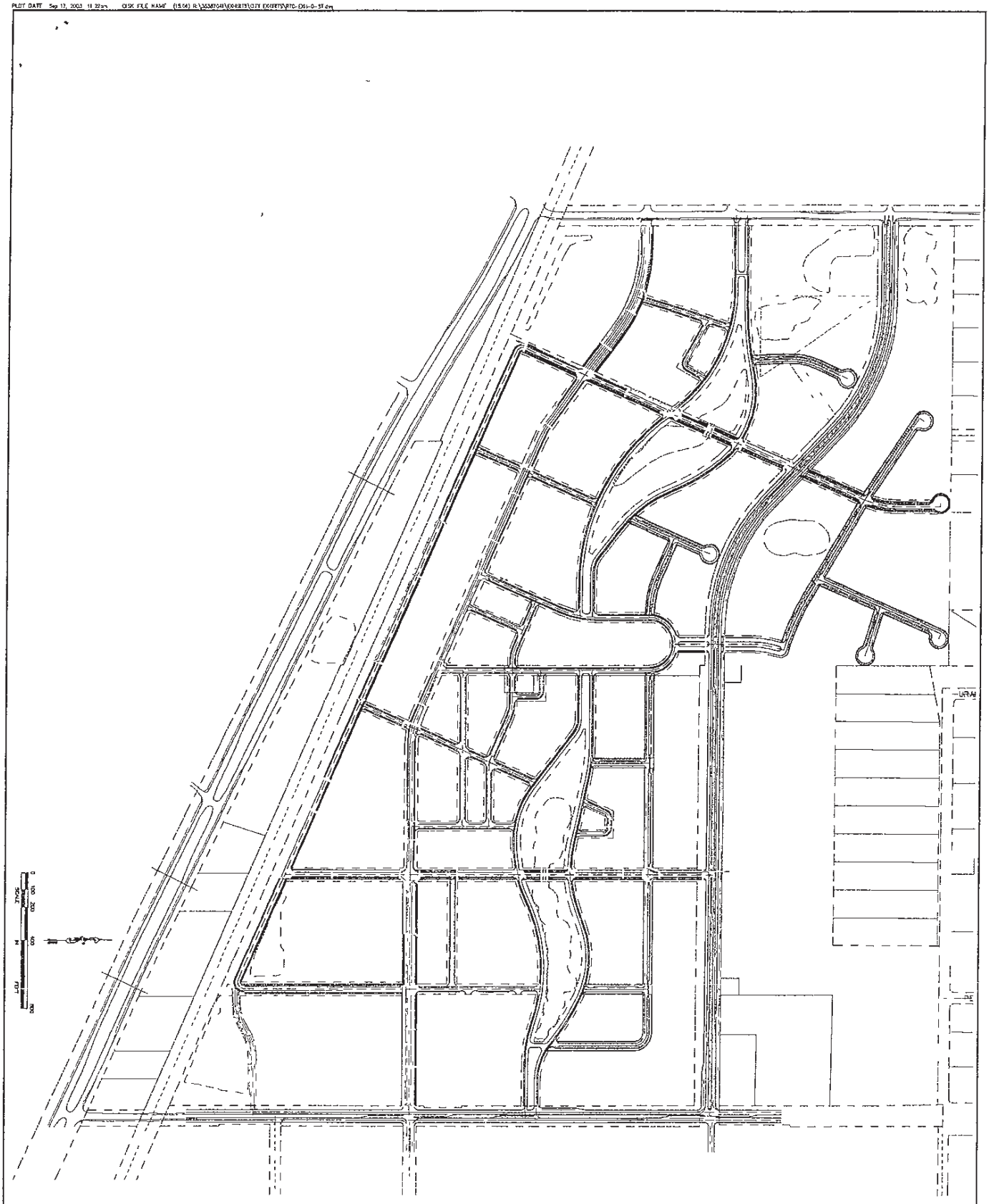
C-3

EXHIBIT D

Description of City Phase II Utility Improvements

The attached sheets D-2 and D-3 of this Exhibit are reduced size versions of the original drawing by URS Engineers and Architects dated September 15, 2003 Full size copies of the attached sheets are available at the office of the City of Ramsey City Engineer

PLOT DATE: Sep 17, 2003 - 11:22am CISK FILE NAME: (15.56) R:\SSMITH\Projects\CITY EXHIBITS\RTC-EXH-D-ST.dgn



RAMSEY TOWN CENTER ADDITION

CITY PHASE II UTILITY IMPROVEMENTS (STORM)

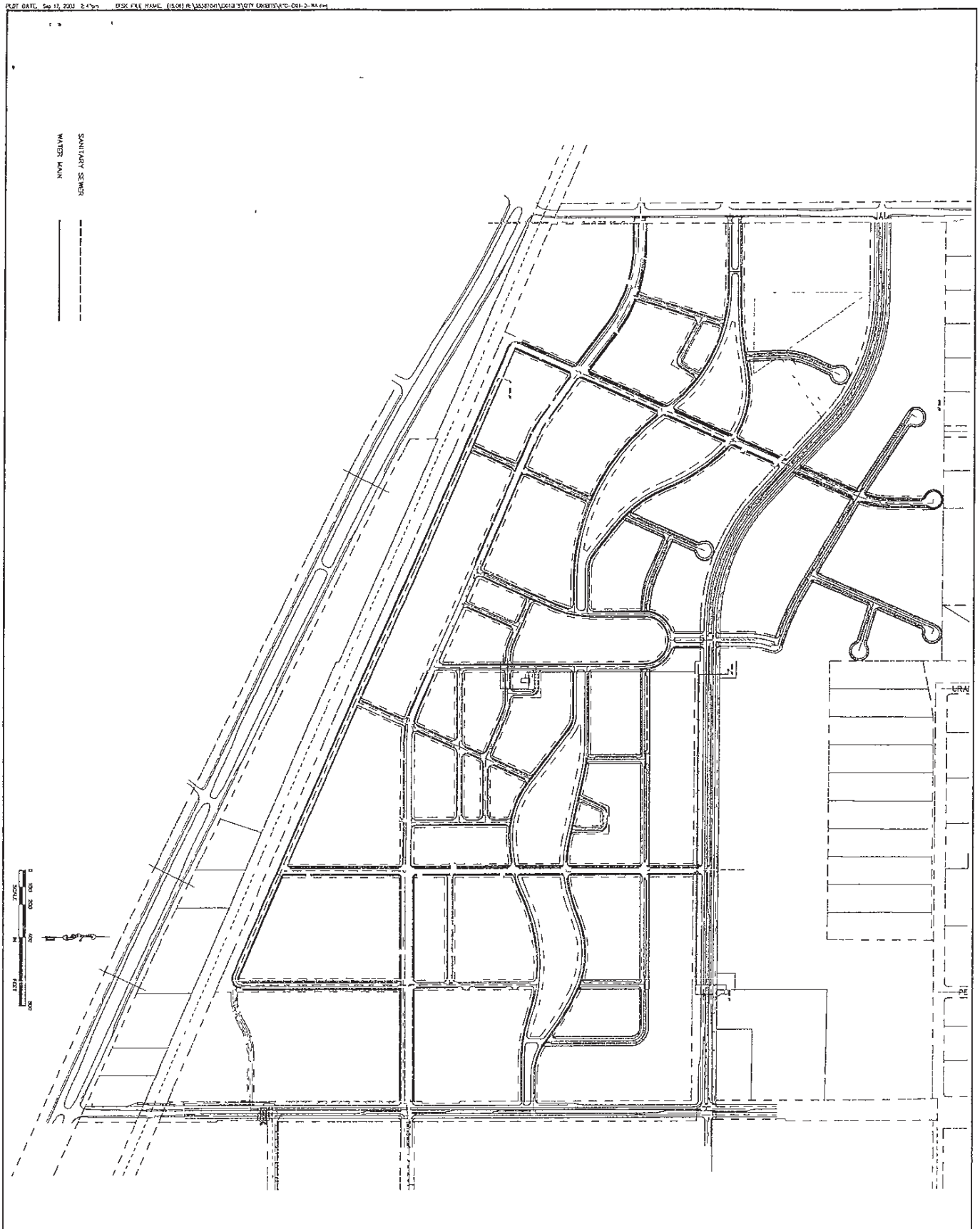
EXHIBIT "D"

RAMSEY, MN

SEPTEMBER 15, 2003

POLARIS GROUP

D-2



RAMSEY TOWN CENTER ADDITION

CITY PHASE II UTILITY IMPROVEMENTS (SAN/WAT)

EXHIBIT "D"

RAMSEY, MN

SEPTEMBER 15, 2003

POLARIS GROUP

D-3

EXHIBIT E

Legal Description of Parkland

Park 1 through Park 7 as depicted on the Preliminary Plat Park 1 through Park 7 are to be designated as Outlots on the Master Final Plat

EXHIBIT F

Special Assessment Allocations

The attached sheet F-2 of this Exhibit is a reduced size version of the original drawing by Hakanson Anderson & Associates dated September 16, 2003 A full size copy of the attached sheet is available at the office of the City of Ramsey City Engineer

RAMSEY TOWN CENTER ADDITION
SPECIAL ASSESSMENT ALLOCATIONS
EXHIBIT F



LEGEND

AREA TO BE ASSESSED FOR PHASE 1 & 2 ROADWAY IMPROVEMENTS PARKING RAMP NO 1

PHASE 1 & 2 CITY ROADWAY IMPROVEMENTS

Outlot	Square Feet	Acre	Percentage of Project Cost to be Assessed
A	152 413	3 50	1 5%
B	PARK 1	NA	NA
C	19 840	0 46	2%
D	PARK 1	NA	NA
E	1 486 084	34 12	14 2%
F	844 859	19 40	8 1%
G	PARK 2	NA	NA
H	533 894	12 26	5 1%
I	414 288	9 51	4 0%
J	566 765	13 00	5 4%
K	PARK 3	NA	NA
L	558 216	12 81	5 4%
M	452 582	10 39	4 3%
N	13 093	0 30	0 1%
O	105 852	2 43	1 0
P	PARK 4	NA	NA
Q	176 395	4 05	1 7%
R	PARK 5	NA	NA
S	92 610	2 13	0 9%
T	2 318	0 05	0 0%
U	752 724	17 28	7 2%
V	PARK 6	NA	NA
W	806 451	18 50	7 7%
X	8 496	0 20	0 1%
Y	60 734	1 39	0 6%
Z	12,124	0 28	0 1%
AA	427 434	9 81	4 1%
BB	984 587	22 60	9 4%
CC	PARK 7	NA	NA
DD	265 959	6 11	2 6%
EE	145 470	3 34	1 4%
FF	191 186	4 39	1 8%
GG	1 133 947	26 03	10 9%
HH	NA	NA	NA
LOT 1 BLK 1	233 034	5 35	2 2%
TOTAL	10 441 355	239 70	100%

VERSION 9/16/03

Hakanson Anderson Assoc, Inc
Civil Engineers and Land Surveyors
3601 Thurston Ave Anoka, Minnesota 55303
763-427-5660 FAX 763 427 0520

Sep 17 2003 - 11 01am
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RAMSEY TOWN CENTER ADDITION SPECIAL ASSESSMENT ALLOCATIONS EXHIBIT F CITY OF RAMSEY MINNESOTA		SHEET 1 OF 1 SHEETS
DATE 9/15/03	FILE NO RA0151	

EXHIBIT G

City's Schedule of Hookup Charges and Fees

City of Ramsey
2003 SCHEDULE OF RATES, FEES AND CHARGES
Adopted November 12, 2002

SERVICE OR LICENSE	SPECIAL NOTES	2003* Adopted
Sanitary Sewer		
Connection charge/res Equivalent	inc by current construction index	577 00
Connection charge/acre comm /ind	inc by current construction index	3,103 00
Lateral Benefit Charges	inc by current construction index	3,200 00
Storm Sewer		
Trunk charges/res Equivalent	inc by current construction index	375 00
Trunk charge/acre comm /ind	inc by current construction index	3,741 00
Water		
Connection charge/res Equivalent	inc by current construction index	1,285 00
Connection charge/acre comm /ind	inc by current construction index	6,909 00
Lateral Benefit Charges	inc by current construction index	7,122 00

*Rates indicated are for calendar year 2003 Each succeeding year will be adjusted by an inflation factor

EXHIBIT H

Certificate of Completion

A RAMSEY TOWN CENTER LLC, a Minnesota limited liability company (the "Developer"), by a Master Development Agreement with the City of Ramsey, Minnesota (the "City"), dated effective as of _____, 2003, [as amended] (the "Contract"), has agreed to complete the Developer Public Improvements, as defined in and in accordance with the Contract, on that certain real property (the "Property") located in Anoka County, Minnesota, described on the attached Exhibit A

B The Developer has substantially completed construction of the Developer Public Improvements as required under the Contract

C The issuance of this Certificate of Completion by the City is not intended nor shall it be construed to be a warranty or representation by the City as to the structural soundness of the Developer Public Improvements including, but not limited to, the quality of materials, workmanship or the fitness of the Developer Public Improvements for their proposed use,

NOW THEREFORE, this is to certify that all construction and other physical improvements specified to be done and made by the Developer with regard to the Developer Public Improvements have been substantially completed, and the provisions of the Contract imposing obligations on the Developer to construct the Developer Public Improvements on the Property and the dates for the beginning and completion of such construction are hereby satisfied and terminated, and the County Recorder and Registrar of Titles in and for the County of Anoka and State of Minnesota are hereby authorized to record this instrument, to be a conclusive determination of the satisfactory termination of said provisions of the Contract related to the Developer Public Improvements, but the covenants crated by the remaining terms and conditions of the Contract, as to which a certificate of completion has not been issued, shall remain in full force and effect

Dated _____ CITY OF RAMSEY

By_____
Its_____

By_____
Its_____

[The City and the Developer acknowledge that the form of this Certificate will need to be modified if the Developer requests a partial Certificate of Completion in connection with the Developer's completion of a portion of the Developer Public Improvements]

STATE OF MINNESOTA)
) SS
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____ and _____, the _____ and _____, respectively, of the City of Ramsey

_____
Notary Public

This Instrument was drafted by

DORSEY & WHITNEY LLP (MEH)
Suite 1500
50 South 6th Street
Minneapolis, MN 55402-1498

EXHIBIT I

City Staff Reimbursement Rates

City of Ramsey
2003 SCHEDULE OF RATES, FEES AND CHARGES
Adopted November 12, 2002

SERVICE OR LICENSE	SPECIAL NOTES	2003* Adopted
Attorney – municipal		At City cost
Attorney – non-municipal		At City cost
City Engineer		95 00/hr
Community Development Staff Time		74 00/hr
Engr Tech IV-Inspection Fees		65 00/hr
Tree Removal Administrative Charge		50 00
Weed Mowing Administrative Charge		50 00
Other City professional/staff services		2 75 X wage/hr
Other outside consultant services		At City cost

*Rates indicated are for calendar year 2003 Each succeeding year will be adjusted by an inflation folder

EXHIBIT J

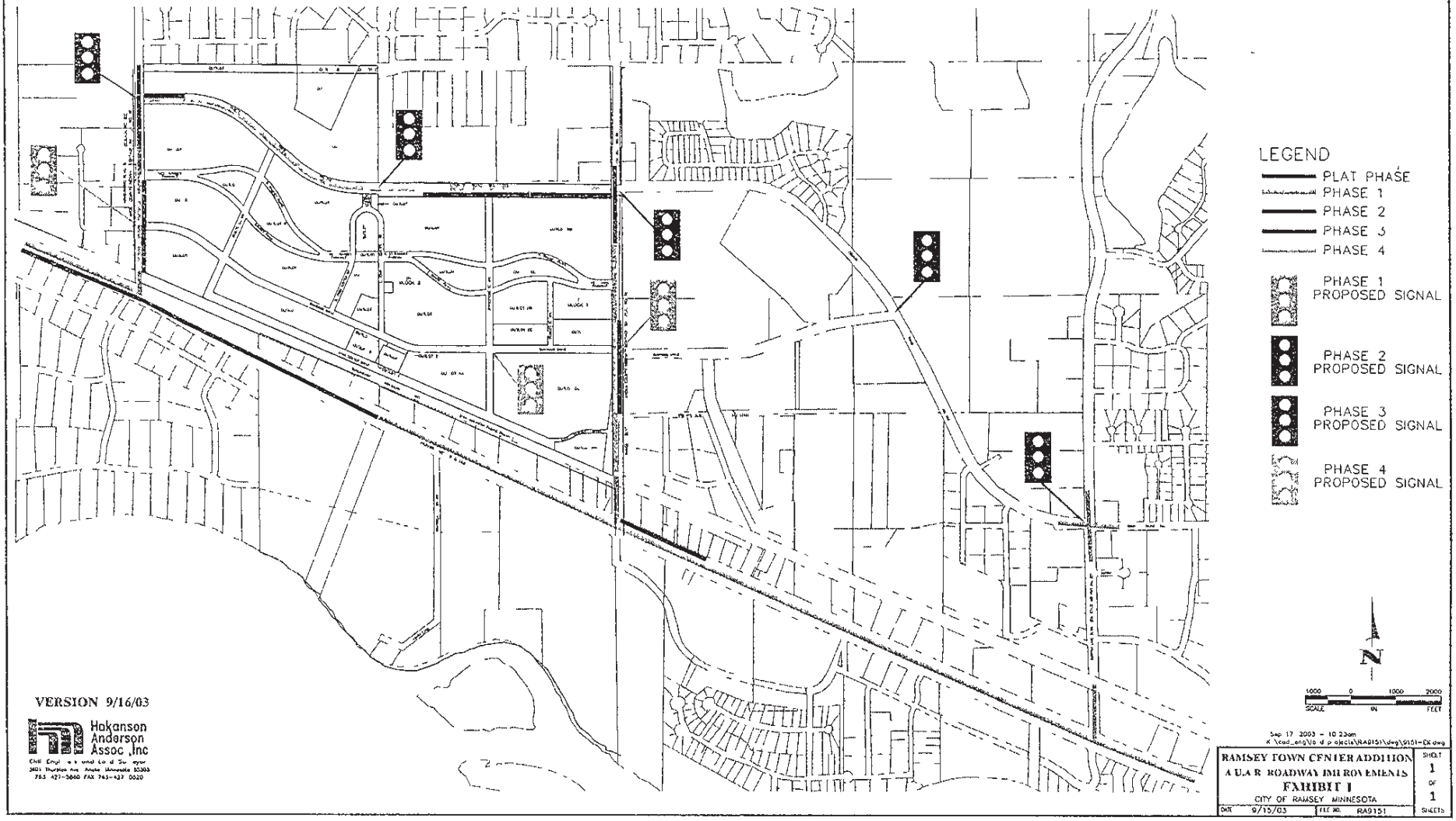
AUAR Roadway Improvements

The attached sheet J-2 of this Exhibit is a reduced size version of the original drawing by Hakanson Anderson & Associates dated September 16, 2003 A full size copy of the attached sheet is available at the office of the City of Ramsey City Engineer

RAMSEY TOWN CENTER ADDITION

A.U.A.R. ROADWAY IMPROVEMENTS

EXHIBIT J



VERSION 9/16/03

Hakanson Anderson Assoc, Inc

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

Sep 17, 2003 - 10:23am
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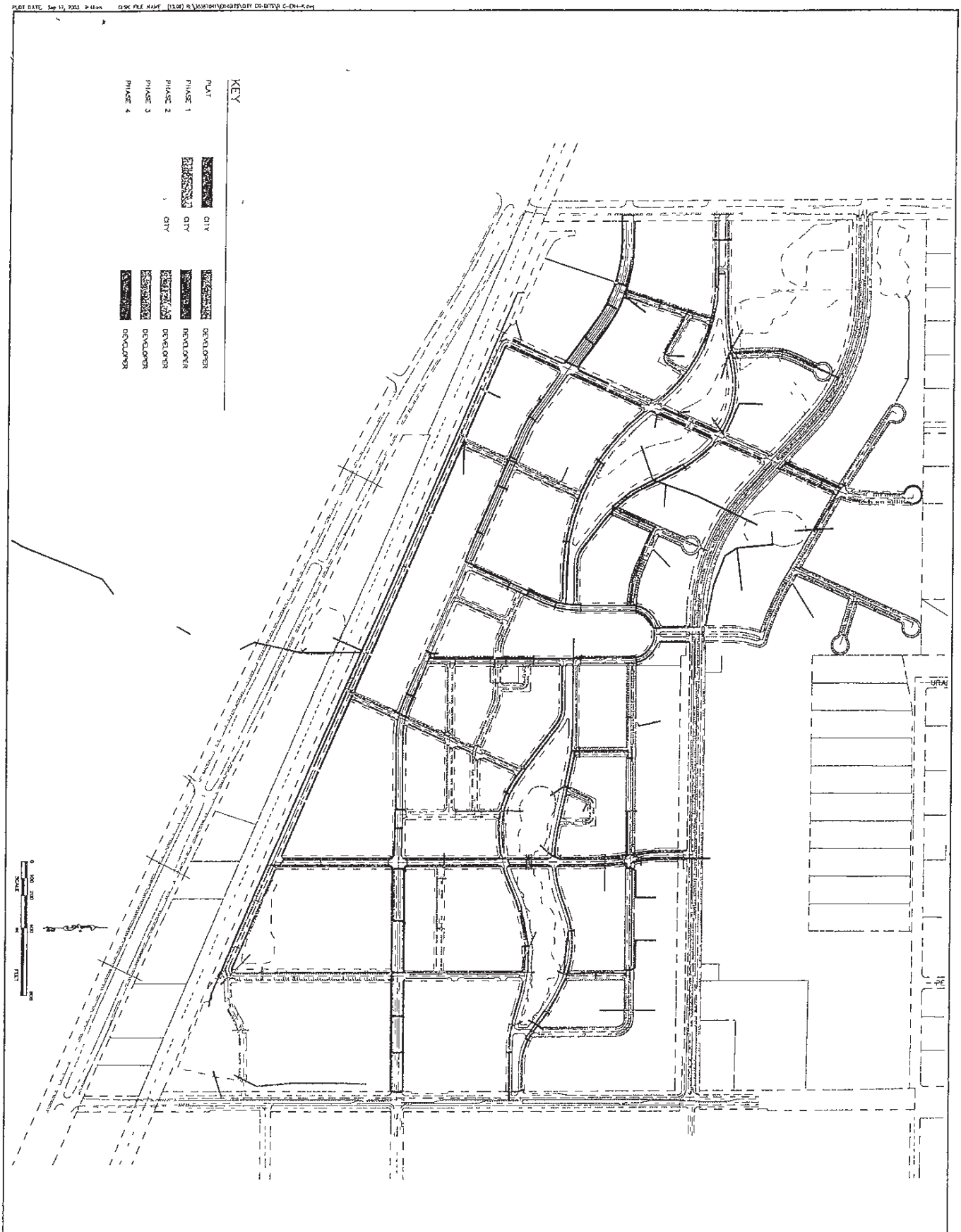
RAMSEY TOWN CENTER ADDITION A.U.A.R. ROADWAY IMPROVEMENTS EXHIBIT J CITY OF RAMSEY, MINNESOTA		SHEET 1 OF 1 SHEETS
DATE 9/15/03	FILE NO. RA9151	

J-2

EXHIBIT K

Storm Sewer Phasing Plan Exhibit

The attached sheet K-2 of this Exhibit is a reduced size version of the original drawing by URS Engineers and Architects dated September 15, 2003 A full size copy of the attached sheet is available at the office of the City of Ramsey City Engineer



RAMSEY TOWN CENTER ADDITION

STORM SEWER PHASING PLAN EXHIBIT

EXHIBIT "K"

RAMSEY, MN

SEPTEMBER 15, 2003

POLARIS GROUP

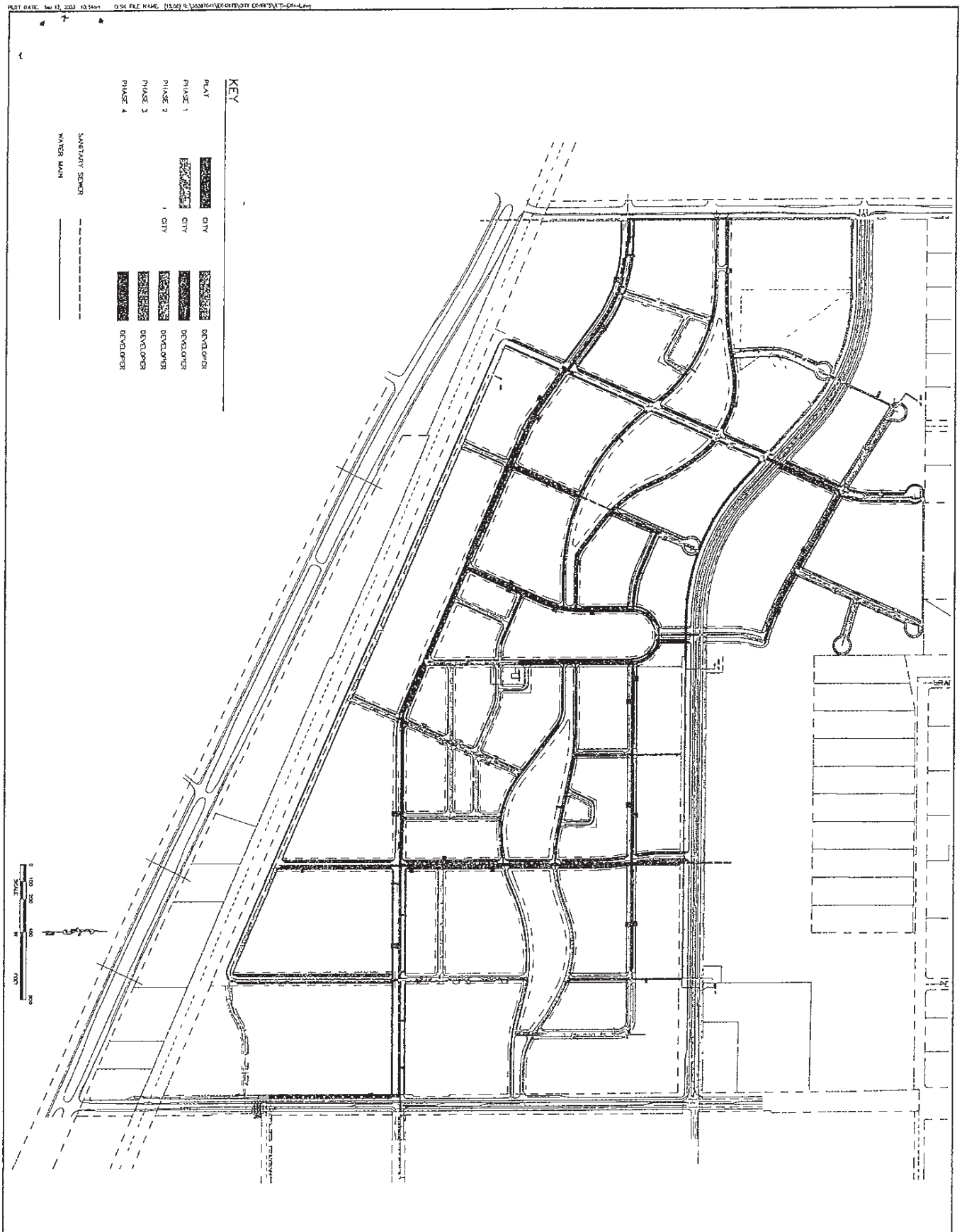
URS

K-2

EXHIBIT L

Street and Utility Phasing Plan

The attached sheets L-2 and L-3 of this Exhibit are reduced size versions of the original drawings by URS Engineers and Architects dated September 15, 2003 This Exhibit L also includes the foregoing Exhibit K Full size copies of the attached sheets are available at the office of the City of Ramsey City Engineer



RAMSEY TOWN CENTER ADDITION

UTILITY PHASING PLAN EXHIBIT

EXHIBIT "L"

RAMSEY, MN

SEPTEMBER 15, 2003

POLARIS GROUP

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URS

L-2

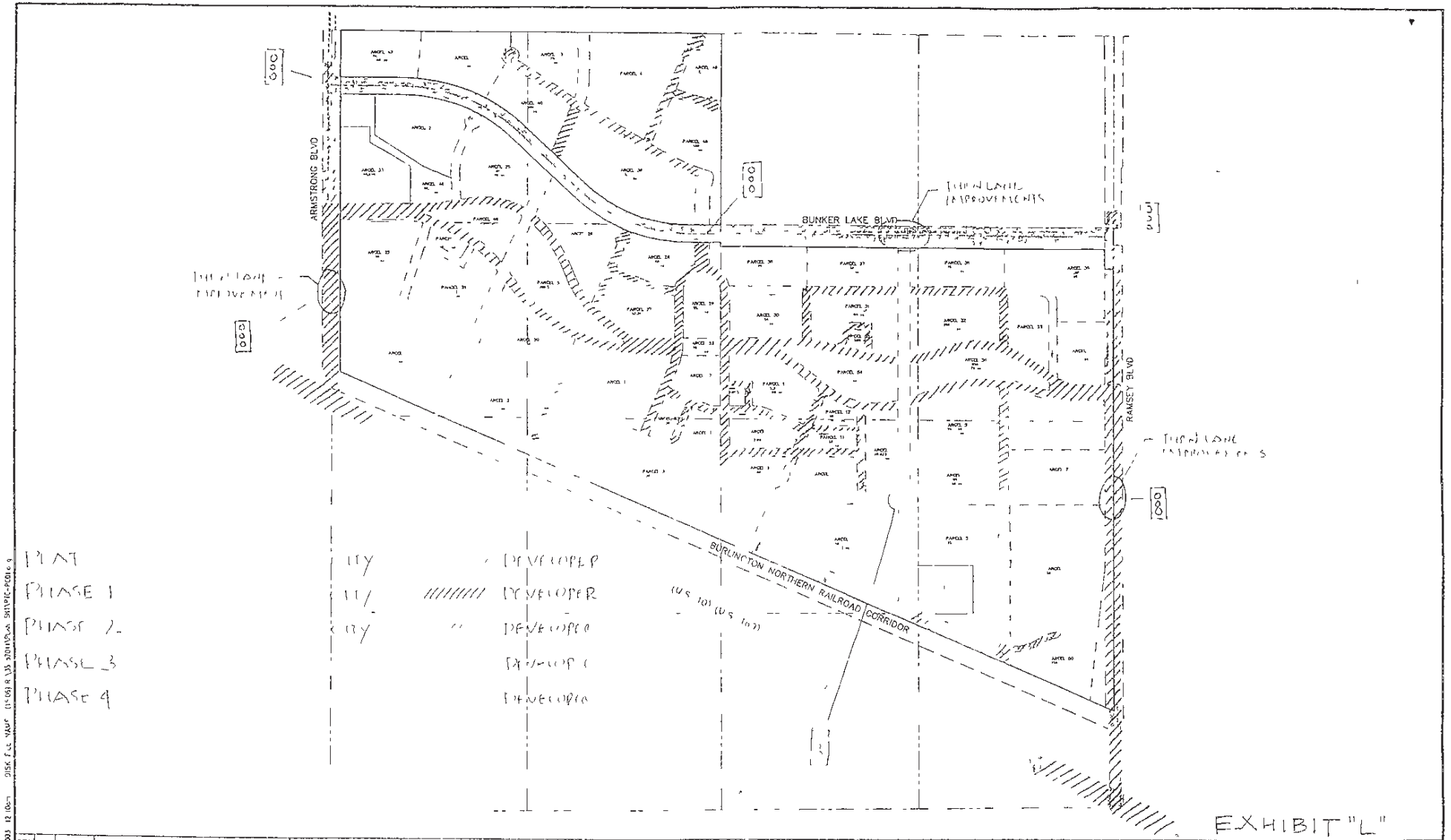


EXHIBIT "L"

REV NO	BY	DATE	REVISIONS DESCRIPTION
1	TJL	7/21/2003	RESUBMITTAL TO CITY
2	TJL	7/31/2003	RESUBMITTAL TO CITY
3	TJL	8/27/2003	FINAL PLAT SUBMITTAL
4	DLT	11/5/03	STREET PHASING PLAN

DESIGN FILE: 35387 041
DRAWN BY: MRK
DESIGN BY: TJL
CHECKED BY: TJL
DWG NAME: RTC-PC01
PLOT DATE: 8/25/2003

URS

Ramsey Town Center, LLC

City of RAMSEY

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 SECTION 326.02 TO 326.15

THOMAS J. LINCOLN

DATE 8/25/2003 MINN. LIC. NO. 21433

RAMSEY TOWN CENTER
RAMSEY, MINNESOTA
FUTURE SUBDIVISION PLAN
STREET PHASING PLAN

SHEET NO

PLOT DATE: Aug 27 2003 12:10pm DISK F:\... XREF (1:50) R:\35 37\...\PC01 e g

5.3

TORRENS

Receipt # 3133753/30-
Date/Time 9/24/03 14:30
Doc Order 4 of 4
Recordability Jap
Filing Fees $ 30-
Well Cert Rec'd

- [ ] Tax Lien/Release
- [ ] Transfer
- [ ] Division
- [ ] Status
- [ ] New legal Description
- [ ] GAC
- [ ] Deferred Specials
- [x] No Change

- [ ] Certified Copy/_____
- [x] Non-standard Document
- [x] From Certificate 100095 A # New Certificates 0

BK 266 Page/Cert 100095

DOCUMENT NO 446333.0 TORRENS
ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON SEP 24 2003 AT 2:30 PM AND WAS DULY RECORDED FEES AND TAXES IN THE AMOUNT OF $30 00 PAID

RECEIPT NO 2003133753

MAUREEN J DEVINE
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BY TAP
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

ABSTRACT

Receipt # 3133738/89-
Date/Time 9/24/03 14:30
Document Order 5 of 5
PINs Jap
Recordability Jap
Filing Fees $ 30-
Copy/Additional Pg Fees $ 59-
Well Cert Fees $

- [ ] Incomplete Form
- [ ] Missing Attachment
- [ ] No Legal Description
- [ ] Non-existent Legal Description
- [ ] Part(s) Illegible

- [ ] Incorrect/No Reference #
- [x] Non-standard Document
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14pgs

- [ ] Tax Lien/Release
- [ ] Transfer
- [ ] Division
- [ ] Status
- [ ] New legal Description
- [ ] GAC
- [ ] Deferred Specials
- [x] No Change

DOCUMENT NO 1854364.0 ABSTRACT
ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE FOR RECORD ON SEP 24 2003 AT 2.30 PM AND WAS DULY RECORDED FEES AND TAXES IN THE AMOUNT OF $89.00 PAID

RECEIPT NO 2003133738

MAUREEN J DEVINE
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

BY TAP
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

440333.0 TORRENS
METRO LEGAL SERVICES INC
THE TOWLE BLDG STE 150
330 2ND AVE S
MPLS, MN 55401

Record ID 1524271

482049.001

ABSTRACT/TORRENS
DOCUMENT

ABSTRACT/TORRENS
DOCUMENT

197350B.001

Record ID 1524321

THIS PAGE IS NOT PART OF THE ORIGINAL DOCUMENT
PRESENTED FOR RECORDING

Added by Anoka County Recorder for posting only

Post to Abstract Document Number _____

	PIN		Range
1	28-32-25-14-0009	through	14-0092
2.	13-0005	through	13-007
3	41-0002	through	
4	21-0003	through	21-0006
5.	22-0004	through	22-0005
6.	23-0004	through	23-0006
7.	24-0003	through	24-0008
8.	31-0008	through	31-0011
9.	42-0003	through	42-0007
10.	41-0004	through	41-0007
11.	44-0012	through	
12.		through	
13.		through	
14.		through	

FIRST AMENDMENT TO
CITY OF RAMSEY
MASTER DEVELOPMENT AGREEMENT
FOR RAMSEY TOWN CENTER

Dated: February 28, 2005

This Document was drafted by:
Briggs and Morgan, Professional Association (TLB)
2200 First National Bank Building
332 Minnesota Street
Saint Paul, MN 55101

FIRST AMENDMENT TO MASTER
DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT ("First Amendment") is made and entered into this 25 day of February, 2005, by and between the CITY OF RAMSEY, MINNESOTA, a municipal corporation organized and existing under the laws of the State of Minnesota (the "City"); RAMSEY TOWN CENTER LLC, a Minnesota limited liability company (the "Developer"); RAMDANCE LLC, a Minnesota limited liability company ("Ramdance"); and PSD, LLC, a Minnesota limited liability company ("PSD").

RECITALS:

WHEREAS, the City and the Developer are parties to the City of Ramsey Master Development Agreement for Ramsey Town Center by and between City of Ramsey and Ramsey Town Center LLC, dated as of September 17, 2003 and recorded in the office of the Anoka County Recorder and the office of the Anoka County Registrar of Titles on September 29, 2004 as Document Nos. 1854364.0 and 446333.0, respectively (the "Master Agreement");

WHEREAS, the Master Agreement encumbers certain property defined therein as the "Subject Property." Since the execution and recording of the Master Agreement, the "Subject Property" has been platted and replatted. The current description of the "Subject Property" is set forth on the attached Amended and Restated Exhibit A.

WHEREAS, the City and the Developer have negotiated certain mutually beneficial amendments to the Master Agreement as more particularly set forth herein; and

WHEREAS, the Interested Parties, as defined in this First Amendment, are executing this First Amendment to subject their interests in the Subject Property, as defined in the Master Agreement, to the terms of this First Amendment to Master Development Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

1. Section 2.1(g) of the Master Agreement is hereby deleted in its entirety and replaced with the following:

> (g) City Hall and Parking Ramp Sites. "City Hall and Parking Ramp Sites" means the real property legally described on the attached amended and restated Exhibit B.

2. Section 2.1(q) of the Master Agreement is hereby amended to read as follows:

> (q) City's Ninety Foot Tract. "City's Ninety Foot Tract" means Outlots A, B and C, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota.

3. Section 2.1(kk) of the Master Agreement is hereby amended to read as follows:

(kk) Parkland Improvements. "Parkland Improvements" has the meaning set forth in the Parkland and Trail Plan.

4. Section 2.1(ll) is hereby amended to read as follows:

(ll) Parkland and Trail Plan. "Parkland and Trail Plan" means the Parkland and Trail Plan Agreement for Ramsey Town Center dated as of February __, 2005.

5. Section 2.1(oo) of the Master Agreement is hereby deleted in its entirety and replaced with the following:

(oo) Parking Improvements. "Parking Improvements" means the parking improvements described on Exhibit N.

6. Section 2.1(ss) of the Master Agreement is hereby amended by replacing the reference to the "Phase I Parking Ramp" in the last line thereof with a reference to the "Parking Improvements."

7. Section 2.1(fff) is hereby added to the Master Agreement to read as follows:

(fff) "Core Area" means the property legally described on the attached Exhibit M.

8. Section 2.1(ggg) is hereby added to the Master Agreement to read as follows:

(ggg) First Amendment. "First Amendment" means this First Amendment to Master Development Agreement.

9. Section 2.1(hhh) is hereby added to the Master Development Agreement to read as follows:

(hhh) Interested Parties. "Interested Parties" means Ramdance; PSD; Community National Bank, N.A.; William G. Sandison; Jerome B. Peterson and Ross W. Sandison; Pentagon Credit, LLC.; and any other individuals or entities with any legal or equitable title to or lien on, all or any part of the Unsold Subject Property including but not limited to vendee's under a purchase agreement, option holders, holders of any future interest in or to the property, and mortgagees.

10. Section 2.1(iii) is hereby added to the Master Agreement to read as follows:

(iii) Unsold Subject Property. "Unsold Subject Property" means all of the Subject Property except Lot 1, Block 1; Lot 1, Block 2; and Outlots B, D, G, K, P, R, V, CC, DD and HH, RAMSEY TOWN CENTER ADDITION; Lots 1 through 47, Block 1; Lots 1 through 35, Block 2 and Outlot A, RAMSEY TOWN CENTER 2ND ADDITION; and Lot 1,

Block 1 and Outlot A, RAMSEY TOWN CENTER 4TH ADDITION, all in Anoka County, Minnesota.

11. Section 3.2(c) is hereby added to the Master Agreement to read as follows:

3.2 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER. The Developer represents and warrants to the City:

(c) That the Developer holds fee title to all of the Unsold Subject Property except Outlot I, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota, and except that part of Outlot W, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota legally described on the attached Exhibit O. That, to the best of the Developer's actual knowledge, Ramdance owns Outlot I, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota, and, to the best of the Developer's actual knowledge, PSD owns that part of Outlot W, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota described on the attached Exhibit O. To the best of the Developer's actual knowledge, no persons or entities other than the Interested Parties have any recorded or unrecorded right, title, or interest in the Unsold Subject Property except as set forth on Exhibit P.

12. Section 4.3 of the Master Agreement is hereby amended to read as follows:

4.3 APPROVAL OF FINAL PLANS FOR A PHASE. The RTC Project will be developed in Phases. Except as provided in Section 4.4, no Development may occur on a Phase until a Secondary Developer has submitted a proposed Preliminary Plat and Proposed Final Plans for the Phase to the City in accordance with the RTC Controls, and the Council has approved the Preliminary Plat and Final Plans for that Phase in accordance with the RTC Controls. The Council will not approve the Final Plans for a Phase unless: (a) the Public Improvements the Street and Utility Phasing Plan indicates will be constructed in connection with the portion of the Subject Property that includes the Phase are constructed; or (b) the Council is satisfied, in its sole and absolute discretion, that such Public Improvements will be constructed prior to the completion of that Phase pursuant to the terms of this Master Agreement or the Secondary Development Agreement for that Phase. The Council also will not approve the Final Plans for a Phase unless: (a) the Developer has graded the portion of the Subject Property within that Phase in accordance with the Master Grading Plan and has constructed the portions of the Stormwater Management System either located on or serving the portion of the Subject Property within that Phase pursuant to the Storm Sewer Phase Plan Exhibit; or (b) the Council is satisfied, in its sole and absolute discretion, that such grading will be completed and such components of the Stormwater Management System will be constructed, prior to the completion of that Phase pursuant to the terms of this Master Agreement

or the Secondary Development Agreement for that Phase. In connection with the Development of a Phase, the City may require the Developer or Secondary Developer, as the case may be, to oversize Public Improvements or otherwise modify the design of Public Improvements as reasonably necessary to serve other properties. If the City determines that the Development of a Phase requires the construction of public water, sanitary sewer or storm water improvements which will benefit both property within the Phase and other property, the City has no obligation to provide the Developer or the Secondary Developer who constructs the water, sanitary sewer or storm water improvements with a credit to reflect the benefit to other property resulting from such improvements.

13. Section 4.4(a) of the Master Agreement is hereby amended by replacing the reference to the "Phase I Parking Ramp" therein with a reference to the "Parking Improvements."

14. Section 4.11 of the Master Agreement is hereby amended by deleting therefrom the following language:

> For a period of 90 days following the Council's approval of this Master Agreement, the City and the Developer will attempt to agree on a Parkland and Trail Plan which defines any additional land which the Developer will convey or dedicate to the City for park purposes and sets forth the timing and terms and conditions of any such conveyance or dedication; describes, in detail, the improvements which the Developer is obligated to make to the Parkland and to any other land the Developer agrees to convey or dedicate to the City for park purposes (the "Parkland Improvements"); establishes a schedule for the Developer's commencement and completion of the Parkland Improvements; describes the security, if any, which the Developer must provide to the City to secure the Developer's performance of its obligation to construct the Parkland Improvements; and defines the timing of the Developer's obligation to deliver such security, if any, to the City.

15. In consideration for the City's Agreement to delete Section 4.18 from the Master Agreement pursuant to Section 16 below, the Developer hereby agrees to amend Section 4.12 by adding the following language at the end thereof:

> In addition, the Developer agrees to pay the City the sum of Two Million Dollars ($2,000,000.00) (the "Park Payment Obligation") to assist the City in constructing the enhanced level of public park improvements contemplated on portions of Outlots Q and Outlot R, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota. From and after the date of this First Amendment, each time the Developer sells or otherwise conveys a portion of the Unsold Subject Property, the Developer must pay to the City, for application to the Park Payment Obligation:

(a) if the property sold or otherwise conveyed is zoned for residential use, an amount equal to $750.00 times the number of "residential units", as defined in this Section 15, that the City's Zoning Code would allow to be constructed on the property sold or otherwise conveyed; and

(b) if the property sold or otherwise conveyed is zoned for any non-residential use, $5,000.00 for each acre of property sold or otherwise conveyed.

For purposes of this Section 4.12, a "residential unit" is any residential rental unit, residential unit in a common interest community or detached single family dwelling. The City will calculate the payment due based on the number of acres sold multiplied by the allowable housing densities within the property under the City's Zoning Ordinance. With respect to commercial property, the $5,000.00 per acre payment shall be pro rated to account for any partial acres sold. Notwithstanding anything else in this Section 4.12, the Developer must pay to the City, on the date that is five (5) years from the date of this First Amendment, the entire outstanding principal balance of the $2,000,000.00. No such payments are due as a result of Developer's sale of any portion of the Unsold Subject Property prior to the date of this First Amendment.

16. Subject to the condition precedent and the condition subsequent described below, Sections 4.17, 4.18 and 4.19 of the Master Agreement are deleted and the text of each Section is replaced with the following: "INTENTIONALLY OMITTED". The provisions of this Section 16 are not effective until the City has levied the special assessments described in Sections 7.6, 7.12, 7.16 and 9.2 of the Master Agreement, as amended by this First Amendment, and the period during which any party is entitled to object to or appeal any one or more of those assessments pursuant to Minnesota Statutes, Section 429.081 has expired. Once all applicable appeal periods under Minnesota Statutes, Section 429.081 have expired, the City and the Developer must execute a written instrument confirming the expiration of those appeal periods. If prior to the expiration of the appeal periods established by Minnesota Statutes, Section 429.081, Developer or any other party with any right, title or interest in or to the Unsold Subject Property files a notice of objection to the special assessment pursuant to Minnesota Statutes, Section 429.061, Subd. 2, or commences an action to appeal the special assessment pursuant to Minnesota Statutes, Section 429.081 or otherwise, this Section 16 shall, at the option of the City, terminate and be of no further force and effect.

17. Section 5.1 of the Master Agreement is hereby deleted in entirety, and a new Section 5.1, is hereby added to the Master Agreement to read as follows:

5.1 CITY HALL AND CITY PARKING RAMP SITES. Contemporaneously with the execution of this First Amendment, City must convey the City's Ninety Foot Tract to the Developer subject to all covenants, conditions, restrictions and easements that were of record as of September 16, 2003, if any, and the pending special assessments described in Section 7.6, 7.12, 7.16 and 9.2 of the Master Agreement, as amended,

and the Developer must convey marketable title to the City Hall and Parking Ramp Sites to the City subject only to

(a) the pending special assessments described in Section 7.6, 7.12, 7.16 and 9.2 of this Master Agreement, as amended;

(b) the restriction set forth in the Declaration of Restrictive Covenant Regarding Banking or Financial Institutions Agreement dated September 24, 2003 and recorded in the office of the Anoka County Recorder and the Anoka County Registrar of Titles on September 26, 2003 as Document Nos. 1855389.0 and 446644.0, respectively. The City is taking title to the City Hall and Parking Ramp Sites subject to the restriction described in this subsection (b), but the City Council has advised the Developer that it is opposed to this restriction.

(c) the easements dedicated on the Master Final Plat; and

(d) the following restriction: For a period of 30 years following the date of the conveyance, the City may only use the City Hall and Parking Ramp Sites for purposes of a City Hall, a multi-modal transit station, one or more public parking ramps, one or more public parking lots or other parking facilities, or a combination of the above uses. The restriction will run in favor of the owners of property in the Core Area, and the benefits of the restriction are appurtenant to those parcels, but the restriction must provide that it may be amended or released with the written consent of the owners of a majority of the tax parcels within the Core Area. The restrictions shall further provide that a document amending or releasing a restriction need not be signed and acknowledged by a majority of the owners of the tax parcels, but, may include, in lieu thereof, an affidavit of the City Administrator of the City of Ramsey certifying that the City of Ramsey has obtained the written approval of the owners of a majority of the tax parcels in the Core Area approving such amendment or release. Said affidavit shall be prima facie evidence of the facts set forth therein. The restriction must provide that in the event of a breach of the restriction the benefited parties' sole remedy is to commence an action in Anoka County District Court to enjoin any use of the City Hall and Parking Ramp Sites which violates the restriction.

18. Section 5.2 of the Master Agreement is amended by replacing the six (6) references to the "City Hall Site" therein with the phrase "City Hall and Parking Ramp Sites."

19. The Master Agreement is hereby amended by adding a new Section 5.4 which reads as follows:

5.4 PARKING IMPROVEMENT MAINTENANCE AGREEMENT. Contemporaneously with the execution of this First Amendment and the conveyances described in Section 5.1, the City, the Developer and various other

Interested Parties are executing a Parking Improvement Maintenance Agreement. The Parties will record the Parking Improvement Maintenance Agreement against a portion of the Subject Property subject to the Parking Improvement Maintenance Agreement.

20. The Master Agreement is hereby amended by adding a new Section 5.5 which reads as follows:

> 5.5 OPTION. Contemporaneously with the execution of this First Amendment, the City and the Developer are executing an Option Agreement. The Parties will record the Option Agreement against the portion of the Subject Property subject to the Option Agreement.

21. Subject to Section 26, Sections 7.1 and 7.2 of the Master Development Agreement are deleted in their entirety, and each is replaced with the following: INTENTIONALLY OMITTED.

22. Subject to Section 26, Section 7.3 of the Master Development Agreement is hereby amended to read as follows:

> 7.3 COMMENCEMENT AND COMPLETION OF THE CITY PHASE I ROADWAY IMPROVEMENTS. The City substantially completed construction of the City Phase I Roadway Improvements on or before December 31, 2004 (the "City Phase I Roadway Improvements Substantial Completion Date"). The City must install the final lift of the City Phase I Roadway Improvements on or before June 1, 2005. The City Phase I Roadway Improvements constitute public streets and will be maintained by the City as public streets.

23. Subject to Section 26, Section 7.5 of the Master Development Agreement is hereby deleted in its entirety and replaced with the following: INTENTIONALLY OMITTED.

24. Subject to Section 26, Section 7.6 of the Master Development Agreement is hereby amended to read as follows:

> 7.6 ASSESSMENT AGREEMENT FOR CITY PHASE I ROADWAY IMPROVEMENTS. Minnesota Statutes, Chapter 429, the City's Charter and the City's Ordinances authorize the City to assess all or a portion of the cost of the City Phase I Roadway Improvements against the property the City Phase I Roadway Improvements benefit. The City, the Developer and the Interested Parties hereby agree the City Phase I Roadway Improvements will benefit the Unsold Subject Property. Attached as Exhibit R is a Petition for the City Phase I Roadway Improvements executed by the Developer, Ramdance and PSD. The City will promptly commence and diligently pursue the actions necessary to specially assess $876,035.00 of the cost of the City Phase I Roadway Improvements against the Unsold Subject Property pursuant to Minnesota

Statutes, Chapter 429. The special assessment will be allocated among the lots and outlots that constitute the Unsold Subject Property pursuant to the percentages set forth on Exhibit F-1. The special assessment will be payable in a single installment, but the City will defer the obligation to pay the special assessment until the earlier of (i) the date three years after the date the City levies the special assessment or (ii) the date the City approves a final plat replatting all or a portion of the Unsold Subject Property. Clause (ii) of the preceding sentence does not apply to final plats the City approved prior to the date of this First Amendment and does not apply to the final plat of RAMSEY TOWN CENTER 5TH ADDITION which has received final plat approval from the City Council but which is being modified and will be reapproved prior to being recorded. Interest will accrue on the unpaid balance of the deferred special assessment at the rate of 6.3% per annum. If the Developer replats a portion of the Unsold Subject Property, the special assessment will be due only with respect to the tax parcel or parcels that include all or a portion of the Unsold Subject Property that is being replatted and the special assessment will remain deferred for the balance of the Unsold Subject Property. The Developer and the Interested Parties hereby consent to the City's levying of a special assessment against the Unsold Subject Property for the City Phase I Roadway Improvements in an amount equal to $876,035.00 pursuant to Minnesota Statutes, Chapter 429, the City Charter and the City Ordinances, and hereby waive any and all procedural and substantive objections to a special assessment in that amount, including, but not limited to, notice and hearing requirements, claims that the Unsold Subject Property, or any part thereof, does not receive a benefit from the City Phase I Roadway Improvements, claims that property other than the Unsold Subject Property receives a benefit from the City Phase I Roadway Improvements, claims that the assessment is not uniform upon the same classes of property and claims that the amount of the special assessment allocated to any lot or outlot pursuant to Exhibit F-1 exceeds the benefit to such lot or outlot. The Developer and the Interested Parties also waive any appeal rights otherwise available pursuant to Minnesota Statutes, Section 429.081 and any rights available under the City Charter or the City Ordinances. The consents and waivers set forth in this Section 7.6 run with title to the Unsold Subject Property and are binding on the Developer and its successors and assigns. Until the City levies the special assessment, the special assessment constitutes a pending special assessment. If a subsequent final plat for a Phase subdivides one or more of the lots or outlots referenced on Exhibit F-1, the City must allocate the special assessment pending or levied against that lot or outlot among the lots or outlots created by such final plat. The Developer or a Secondary Developer, if applicable, must prepare and submit to the City, for its review, a proposed allocation of the pending or levied special assessments among the lots or outlots created by such final plat. The City must adopt the Developer's or, if applicable, a Secondary

Developer's proposed allocation if the Developer's or, if applicable, a Secondary Developer's proposed allocation is done on a per square foot basis. The City may accept or reject other proposed allocations in its sole and absolute discretion. The City agrees that the City will not assess more than $876,035.00 against the Unsold Subject Property for the City Phase I Roadway Improvements.

25. Subject to Section 26, Section 7.7 of the Master Agreement is hereby deleted in its entirety and replaced with the following: "INTENTIONALLY OMITTED".

26. The modifications to Sections 7.1 through 7.7 of the Master Agreement set forth in Sections 21, 22, 23, 24 and 25 of this First Amendment are subject to a condition subsequent as follows:

If the Developer or any other Interest Parties objects to one or more of the special assessments described in Section 24, Section 30, Section 35 or Section 37 of this First Amendment prior to or at the Assessment hearing or appeals one or more of such special assessments pursuant to Minnesota Statutes Section 429.081 or challenges such special assessments on any other basis, the provisions of Sections 21 through 25 of this First Amendment are, at the option of the City, of no further force and effect and the original provisions of Sections 7.1 through 7.7 of the Master Agreement shall be reinstated in their entirety. If neither the Developer nor any Interested Party objects to or appeals the assessments described in Section 24, Section 30, Section 35 or Section 37 of this First Amendment within the appeal periods provided under Minnesota Statutes Chapter 429, the condition subsequent described above shall be deemed satisfied, and the City will execute documentation consenting to the release of the escrowed funds currently held pursuant to Section 7.7 of the Master Agreement under the terms of the Escrow Agreements among and between the City, the Developer and D.R. Horton , Inc.; the City, the Developer and NAU, Inc. and the City, the Developer and Amcon Housing Development, LLC, respectively. The City's consent to the release of the escrowed funds shall be expressly conditioned upon the Escrow Agent's disbursement of escrowed funds first to the City to reimburse the City for the amounts, if any, the Developer owes to the City under the terms of the Master Agreement, including, but not limited to amounts owed to the City pursuant to Section 12.3 of the Master Agreement, as of the date of the escrowed disbursement.

27. Subject to Section 32, Section 7.8 of the Master Agreement is hereby deleted in its entirety and replaced with the following: "INTENTIONALLY OMITTED".

28. Subject to Section 32, Section 7.9 of the Master Agreement is hereby amended to read as follows:

7.9 COMMENCEMENT AND COMPLETION OF THE CITY PHASE II ROADWAY IMPROVEMENTS. Subject to Force Majeure, the City will commence the portion of the City Phase II Roadway

Improvements described on Exhibit Q on or before June 1, 2005, and substantially complete the portion of the City Phase II Roadway Improvements described on or before August 31, 2005. The City will install the final lift on the portion of the City Phase II Roadway Improvements described on Exhibit Q on or before June 1, 2006. The City will commence the construction of the balance of the City Phase II Roadway Improvements in one or more subphases. Within ninety (90) days after the Developer or a successor or assignee of the Developer records or files a Final Plat for a Phase, the City will commence construction of the City Phase II Roadway Improvements, if any, necessary for the development of that Phase; provided, however, if the Developer or a successor or assignee of the Developer records or files a Final Plat before May 15 of a year, the City is not obligated to commence construction of the City Phase II Roadway Improvements, if any, necessary for the development of that Phase until May 15th of that year and if the Developer or a successor or assignee of the Developer records or files a Final Plat for a Phase after July 15th of any year, the City is not obligated to commence construction of the City Phase II Roadway Improvements, if any, necessary for the development of that Phase until May 15th of the following calendar year. Notwithstanding anything to the contrary herein, before the City is obligated to commence construction of the City Phase II Roadway Improvements (other than the City Phase II Roadway Improvements described on Exhibit Q which the City will commence and complete as set forth above), the Developer must dedicate the 100 foot wide rights of way for the City Phase II Roadway Improvements located north of Bunker Lake Road. Subject to Force Majeure, the City must substantially complete construction of each subphase of the City Phase II Roadway Improvements within 6 months of the date the City commences that subphase of City Phase II Roadway Improvements pursuant to this Section 7.9 (the "City Phase II Roadway Improvements Substantial Completion Date"). The City must install the final lift for each subphase of the City Phase II Roadway Improvements on or before June 1st of the year following the year in which the City Phase II Roadway Improvements Substantial Completion Date occurs for that subphase of the City Phase II Roadway Improvements. Upon completion of the City's Phase II Roadway Improvements, the City Phase II Roadway Improvements will constitute public streets and will be maintained by the City as public streets.

29. Subsequent to Section 32, Section 7.11 of the Master Development Agreement is hereby deleted in its entirety and replaced with the following: INTENTIONALLY OMITTED.

30. Subject to Section 32, Section 7.12 of the Master Development Agreement is hereby amended to read as follows:

7.12 ASSESSMENT AGREEMENT FOR CITY PHASE II ROADWAY IMPROVEMENTS. Minnesota Statutes, Chapter 429, the

City's Charter and the City's Ordinances authorize the City to assess all or a portion of the cost of the City Phase II Roadway Improvements against the property the City Phase II Roadway Improvements benefit. The City, the Developer and the Interested Parties hereby agree the City Phase II Roadway Improvements will benefit the Unsold Subject Property. Attached as Exhibit R is a Petition for the City Phase II Roadway Improvements executed by the Developer, Ramdance and PSD. The City will promptly commence and diligently pursue the actions necessary to specially assess $514,810.00 of the cost of the City Phase II Roadway Improvements against the Unsold Subject Property pursuant to Minnesota Statutes, Chapter 429. The special assessment will be allocated among the lots and outlots that constitute the Unsold Subject Property pursuant to the percentages set forth on Exhibit F-1. The special assessment will be payable in a single installment, but the City will defer the obligation to pay the special assessment until the earlier of (i) the date three years after the date the City levies the special assessment or (ii) the date the City approves a final plat replatting all or a portion of the Unsold Subject Property. Clause (ii) of the preceding sentence does not apply to final plats the City approved prior to the date of this First Amendment and does not apply to the final plat of RAMSEY TOWN CENTER 5TH ADDITION which has received final plat approval from the City Council but which is being modified and will be reapproved prior to being recorded. Interest will accrue on the unpaid balance of the deferred special assessment at the rate of 6.3% per annum. If the Developer replats a portion of the Unsold Subject Property, the special assessment will be due only with respect to the tax parcel or parcels that include all or a portion of the Unsold Subject Property that is being replatted and the special assessment will remain deferred for the balance of the Unsold Subject Property. The Developer and the Interested Parties hereby consent to the City's levying of a special assessment against the Unsold Subject Property for the City Phase II Roadway Improvements in an amount equal to $514,810.00 pursuant to Minnesota Statutes, Chapter 429, the City Charter and the City Ordinances, and hereby waive any and all procedural and substantive objections to a special assessment in that amount, including, but not limited to, notice and hearing requirements, claims that the Unsold Subject Property, or any part thereof, does not receive a benefit from the City Phase II Roadway Improvements, claims that property other than the Unsold Subject Property receives a benefit from the City Phase II Roadway Improvements, claims that the assessment is not uniform upon the same classes of property and claims that the amount of the special assessment allocated to any lot or outlot pursuant to Exhibit F-1 exceeds the benefit to such lot or outlot. The Developer and the Interested Parties also waive any appeal rights otherwise available pursuant to Minnesota Statutes, Section 429.081 and any rights available under the City Charter or the City Ordinances. The consents and waivers set forth in this Section 7.12 run with title to the Unsold Subject Property

and are binding on the Developer and its successors and assigns. Until the City levies the special assessment, the special assessment constitutes a pending special assessment. If a subsequent final plat for a Phase subdivides one or more of the lots or outlots referenced on Exhibit F-1, the City must allocate the special assessment pending or levied against that lot or outlot among the lots or outlots created by such final plat. The Developer or a Secondary Developer, if applicable, must prepare and submit to the City, for its review, a proposed allocation of the pending or levied special assessments among the lots or outlots created by such final plat. The City must adopt the Developer's or, if applicable, a Secondary Developer's proposed allocation if the Developer's or, if applicable, a Secondary Developer's proposed allocation is done on a per square foot basis. The City may accept or reject other proposed allocations in its sole and absolute discretion. The City agrees that the City will not assess more than $514,810.00 against the Unsold Subject Property for the City Phase II Roadway Improvements.

31. Subject to Section 32, Section 7.13 of the Master Development Agreement is hereby deleted in its entirety and replaced with the following: "INTENTIONALLY OMITTED".

32. The modifications to Sections 7.8 through 7.13 of the Master Agreement set forth in Sections 27, 28, 29, 30 and 31 of this First Amendment are subject to a condition subsequent as follows:

If the Developer or any other Interest Parties objects to one or more of the special assessments described in Section 24, Section 30, Section 35 or Section 37 of this First Amendment prior to or at the Assessment hearing or appeals one or more of such special assessments pursuant to Minnesota Statutes Section 429.081 or challenges such special assessments on any other basis the provisions of Sections 27 through 31 of this First Amendment are, at the option of the City, of no further force and effect and the provisions of Sections 7.8 through 7.13 of the original Master Agreement shall be reinstated in their entirety. If neither the Developer nor any Interested Party objects to or appeals the assessments described in Section 24, Section 30, Section 35 or Section 37 of this First Amendment above within the appeal periods provided under Minnesota Statutes Chapter 429, the condition subsequent described above shall be deemed satisfied, and the City will execute documentation consenting to the release of the escrowed funds currently held pursuant to Section 7.13 of the Master Agreement under the terms of the Escrow Agreements among and between the City, the Developer and D.R. Horton , Inc.; the City, the Developer and NAU, Inc.; and the City, the Developer and Amcon Housing Development, LLC, respectively. The City's consent to the release of the escrowed funds shall be expressly conditioned upon the Escrow Agent's disbursement of escrowed funds first to the City to reimburse the City for the amounts, if any, the Developer owes to the City under the terms of the Master Agreement, including, but not limited to amounts owed to the City pursuant to Section 12.3 of the Master Agreement, as of the date of the escrowed disbursement. If neither the Developer nor any Interested Party objects to or

appeals the assessments described in Section 24, Section 30, Section 35 or Section 37 of this First Amendment within the appeal periods provided under Minnesota Statutes Chapter 429, the three parcels subject to the Escrow Agreements described in this paragraph will not be subject to special assessments for the City Phase I Roadway Improvements, City Phase II Roadway Improvements, AUAR Roadway Improvements or Parking Improvements.

33. Section 7.14 is hereby added to the Master Development Agreement to read as follows:

7.14 AUAR ROADWAY IMPROVEMENTS. The City and the Developer acknowledge the importance of upgrading the regional roadways with the AUAR Roadway Improvements. The Developer acknowledges that the AUAR requires mitigation of potential impacts that may result from the full build-out of the RTC Project. The Developer will continue to work with the City to pursue alternative strategies, including, for example, a traffic demand management plan, to mitigate any such impacts, so that the RTC Project complies with the requirements of the AUAR. The City will construct the AUAR Roadway Improvements. The Developer acknowledge that the AUAR Roadway Improvements shall be constructed on a timetable to be determined by the City. The City may construct the AUAR Roadway Improvements in one or more phases as it deems appropriate in its sole and absolute discretion.

34. Section 7.15 is hereby added to the Master Development Agreement to read as follows:

7.15 STREET SIGNS AND GROUNDCOVER ESTABLISHMENT. The City's obligation to construct the AUAR Roadway Improvements includes the obligation to install all street identification signs and traffic control signs and signals required under the terms of the RTC Controls or required by any Other Regulatory Agency to serve the AUAR Roadway Improvements. The City must also, as a part of the cost of construction the Roadway Improvements, seed or sod the boulevards adjacent to the AUAR Roadway Improvements pursuant to the requirements set forth in the Master Development Plan. Other than seeding or sodding the boulevards pursuant to the preceding sentence, the City is not responsible for any landscaping associated with the AUAR Roadway Improvements.

35. Section 7.16 is hereby added to the Master Development Agreement to read as follows:

7.16 ASSESSMENT AGREEMENT FOR AUAR ROADWAY IMPROVEMENTS. Minnesota Statutes Chapter 429, the City's Charter and the City's Ordinances authorize the City to assess all or a portion of the cost of the AUAR Roadway Improvements against the property the AUAR Roadway Improvements benefit. The City, the Developer and the Interested Parties agree the AUAR Roadway Improvements will benefit the Unsold Subject Property. Attached as Exhibit R is a Petition for the AUAR Roadway Improvements executed by the Developer, Ramdance

and PSD. The City will promptly commence and diligently pursue the actions necessary to assess $3,000,000 of the cost of the AUAR Roadway Improvements against the Unsold Subject Property pursuant to Minnesota Statutes, Chapter 429. The special assessment will be allocated among the lots and outlots that constitute the Unsold Subject Property pursuant to the percentages set forth on Exhibit F-1. The special assessment will be payable in a single installment, but the City will defer the obligation to pay the special assessment until the earlier of (i) the date three years after the date the City levies the special assessment or (ii) the date the City approves a final plat replatting all or a portion of the Unsold Subject Property. Clause (ii) of the preceding sentence does not apply to final plats the City approved prior to the date of this First Amendment and does not apply to the final plat of RAMSEY TOWN CENTER 5TH ADDITION which has received final plat approval from the City Council but which is being modified and will be reapproved prior to being recorded. Interest will accrue on the unpaid balance of the deferred special assessment at the rate of 6.3% per annum. If the Developer replats a portion of the Unsold Subject Property, the special assessment will be due only with respect to the tax parcel or tax parcels that include all or a portion of the Unsold Subject Property that is being replatted and the assessment will remain deferred for the balance of the Unsold Subject Property. The Developer and the Interested Parties hereby consent to the City's levying of a special assessment against the Unsold Subject Property for the AUAR Roadway Improvements in an amount equal to $3,000,000 pursuant to Minnesota Statutes, Chapter 429, the City Charter and the City Ordinances and hereby waive any and all procedural and substantive objections to a special assessment in that amount, including, but not limited to, notice and hearing requirements, claims that the Unsold Subject Property, or any part thereof, does not receive a benefit from the AUAR Roadway Improvements, claims that property other than the Unsold Subject Property receives a benefit from the AUAR Roadway Improvements, claims that the assessment is not uniform upon the same classes of property and claims that the amount of the special assessment allocated to any lot or outlot pursuant to Exhibit F-1 exceeds the benefit to such lot or outlot. The Developer and the Interested Parties also waive any appeal rights otherwise available pursuant to Minnesota Statutes, Section 429.081 and any rights available under the City Charter or the City Ordinances. The consents and waivers set forth in this Section 7.16 run with title to the Subject Property and are binding on the Developer and its successors and assigns. Until the City levies the special assessment, the special assessment constitutes a pending special assessment. If a subsequent final plat for a Phase subdivides one or more of the lots or outlots referenced on Exhibit F-1, the City must allocate the special assessment pending or levied against that lot or outlot among the lots or outlots created by such final plat. The Developer or a Secondary Developer, if applicable, must prepare and submit to the City, for its

review, a proposed allocation of the pending or levied special assessments among the lots or outlots created by such final plat. The City must adopt the Developer's or, if applicable, a Secondary Developer's proposed allocation if the Developer's or, if applicable, a Secondary Developer's proposed allocation is done on a per square foot basis. The City may accept or reject other proposed allocations in its sole and absolute discretion. The City agrees that the City will not assess more than $3,000,000 against the Unsold Subject Property for the AUAR Roadway Improvements.

36. Section 8.6 of the Master Agreement is hereby amended to read as follows:

8.6 COMMENCEMENT AND COMPLETION OF PHASE II CONSTRUCTION. Subject to Force Majeure, the City is obligated to commence and complete construction of the City Phase II Utility Improvements on the same dates that the City is obligated to commence and substantially complete construction of the City Phase II Roadway Improvements pursuant to Section 7.9. The City Utility Improvements will be public improvements, and the City will maintain the City Utility Improvements as public improvements.

37. Sections 9.1 through 9.7 of the Master Agreement are hereby deleted in their entirety and replaced with the following.

9.1 PARKING STRUCTURES. Section 9.20.31, Subd. 2(a) of the RTC Ordinance states:

> To maximize the use of land and prevent proliferation of surface parking within this District, parking structures will be utilized to accommodate the majority of the District's parking needs.

In furtherance of the RTC Ordinance, the City will construct a two phase parking improvement project within the TC-1 Mixed Used Core Sub-District which project is defined herein as the "Parking Improvements". The City will construct the Parking Improvements pursuant to the Schedule set forth on Exhibit N as modified by the City Council Resolution ordering the construction of the Parking Improvements.

9.2 ASSESSMENT AGREEMENT FOR PARKING IMPROVEMENTS. Minnesota Statutes, Section 459.14, Minnesota Statutes, Chapter 429, the City's Charter and the City's Ordinances authorize the City to assess all or a portion of the cost of the Parking Improvements against the property the Parking Improvements benefit. The City, the Developer and the Interested Parties agree the Parking Improvements will benefit the Unsold Subject Property. Attached as Exhibit R is a Petition for the Parking Improvements executed by the Developer, Ramdance and PSD. The City will promptly commence and diligently pursue the actions necessary to

specially access $6,000,000 of the cost of the Parking Improvements against the Unsold Subject Property. The special assessment will be allocated among the Unsold Subject Property pursuant to the percentages set forth on Exhibit F-1. The special assessment will be payable in a single installment, but the City will defer the obligation to pay the special assessment until the earlier of (i) the date three years after the date the City levies the special assessment or (ii) the date the City approves a final plat replatting all or a portion of the Unsold Subject Property. Clause (ii) of the preceding sentence does not apply to final plats the City approved prior to the date of this First Amendment and does not apply to the final plat of RAMSEY TOWN CENTER 5TH ADDITION which has received final plat approval from the City Council but which is being modified and will be reapproved prior to being recorded. Interest will accrue on the unpaid balance of the deferred special assessment at the rate of 6.3% per annum. If the Developer replats a portion of the Unsold Subject Property the special assessment will be due only with respect to the tax parcel or tax parcels that include all or any portion of the Unsold Subject Property that is being replatted and the special assessment will remain deferred for the balance of the Unsold Subject Property. The Developer and the Interested Parties hereby consent to the City's levying of a special assessment against the Unsold Subject property for the Parking Improvements in an amount equal to $6,000,000, pursuant to Minnesota Statutes, Section 459.14 and Chapter 429, the City Charter and the City Ordinances and hereby waive any and all procedural and substantive objections to a special assessment in that amount, including, but not limited to, notice and hearing requirements, claims that the Unsold Subject Property does not receive a benefit from the Parking Improvements, claims that property other than the Unsold Subject Property receives a benefit from the Parking Improvements, claims that the assessment is not uniform upon the same classes of property and claims that the amount of the special assessment allocated to any lot or outlot pursuant to Exhibit F-1 exceeds the benefit to such lot or outlot. The Developer and the Interested Parties also waive any appeal rights otherwise available pursuant to Minnesota Statutes, Section 459.14 or Minnesota Statutes, Section 429.081 and any rights available under the City Charter or the City Ordinances. The consents and waivers set forth in this Section 9.2 run with title to the Subject Property and are binding on the Developer and its successors and assigns. Until the City levies the special assessment, the special assessment constitutes a pending special assessment. If a subsequent final plat for a Phase subdivides one or more of the lots or outlots referenced on Exhibit F-1, the City must allocate the special assessment pending or levied against that lot or outlot among the lots or outlots created by such final plat. The Developer or a Secondary Developer, if applicable, must prepare and submit to the City, for its review, a proposed allocation of the pending or levied special assessments among the lots or outlots created by such final plat. The City must adopt the Developer's or, if applicable, a Secondary

Developer's proposed allocation if the Developer's or, if applicable, a Secondary Developer's proposed allocation is done on a per square foot basis. The City may accept or reject other proposed allocations in its sole and absolute discretion. The City agrees that the City will not assess more than $6,000,000 against the Unsold Subject Property for the Parking Improvements.

38. The modifications to Sections 9.1 through 9.7 of the Master Agreement set forth in Section 37 of this First Amendment are subject to a condition subsequent as follows:

If the Developer or any other Interest Parties objects to one or more of the special assessments described in Section 24, Section 30, Section 35 or Section 37 of this First Amendment prior to or at the Assessment hearing or appeals one or more of such special assessments pursuant to Minnesota Statutes Section 429.081 or challenges such special assessments on any other basis the provisions of Section 37 of this First Amendment is, at the option of the City, of no further force and effect and the provisions of Sections 9.1 through 9.7 of the original Master Agreement shall be reinstated in their entirety. If neither the Developer nor any Interested Party objects to or appeals the assessments described in Section 24, Section 30, Section 35 or Section 37 of this First Amendment within the appeal periods provided under Minnesota Statutes Chapter 429, the condition subsequent described above shall be deemed satisfied, and the City will execute documentation consenting to the release of the escrowed funds currently held pursuant to Section 9.7 of the Master Agreement under the terms of the Escrow Agreements among and between the City, the Developer and D.R. Horton , Inc.; the City, the Developer and NAU, Inc. and the City, the Developer and Amcon Housing Development, LLC, respectively. The City's consent to the release of the escrowed funds shall be expressly conditioned upon the Escrow Agent's disbursement of escrowed funds first to the City to reimburse the City for the amounts, if any, the Developer owes to the City under the terms of the Master Agreement, including, but not limited to amounts owed to the City pursuant to Section 12.3 of the Master Agreement, as of the date of the escrowed disbursement.

39. Section 10.1 of the Master Agreement is hereby amended to read as follows:

10.1 DEVELOPER PUBLIC IMPROVEMENTS – MASS GRADING AND STORM WATER MANAGEMENT. Subject to Force Majeure, the Developer must complete all of the mass grading of the Subject Property and must complete construction of all of the storm water management system to serve the Subject Property in accordance with the Master Grading Plan and the Storm Sewer Phasing Plan Exhibit on or before November 30, 2006.

40. Section 11.1 of the Master Agreement is hereby amended to read as follows:

11.1 LANDSCAPING ASSOCIATED WITH CITY PHASE I ROADWAY IMPROVEMENTS. Subject to Force Majeure, the Developer must commence the installation of the landscaping described in the Phase I Landscaping Plan within sixty (60) days of the City's substantial completion (exclusive of the final lift) of the City Phase I Roadway Improvements, and must complete the installation of the landscaping described in the Phase I Landscaping Plan on or before the date 180 days from the City's substantial completion (exclusive of the final lift) of the City Phase I Roadway Improvements. Notwithstanding the foregoing, if the City substantially completes the City Phase I Roadway Improvements between November 1 of any year and May 1 of the following year, the Developer is not obligated to commence the installation of the landscaping described in the Phase I Landscaping Plan until the following May 1 and is not obligated to complete the installation of the landscaping described in the Phase I Landscaping Plan until the following September 1. The Letter of Credit the Developer delivers to the City pursuant to Section 12.4 is intended, in part, to secure the Developer's performance of its obligations under this Section 11.1. Upon the Developer's completion of the landscaping described in the Phase I Landscaping Plan, the Developer must submit to the City a guaranty as required by the Zoning Ordinance.

41. Section 11.2 of the Master Agreement is hereby amended to read as follows:

11.2 LANDSCAPING ASSOCIATED WITH CITY PHASE II ROADWAY IMPROVEMENTS. Subject to Force Majeure, the Developer must commence the installation of the landscaping described in the Phase II Landscaping Plan within sixty (60) days of the City's substantial completion (exclusive of the final lift) of the City Phase II Roadway Improvements and must complete the installation of the landscaping described in the Phase II Landscaping Plan on or before the date 180 days from the City's substantial completion (exclusive of the final lift) of the City Phase II Roadway Improvements. Notwithstanding the foregoing, if the City substantially completes the City Phase II Roadway Improvements between November 1 of any year and May 1 of the following year, the Developer is not obligated to commence the installation of the landscaping described in the Phase II Landscaping Plan until the following May 1 and is not obligated to complete the installation of the landscaping described in the Phase II Landscaping Plan until the following September 1. Notwithstanding the foregoing, to the extent that the City constructs the City Phase II Roadway Improvements in one or more phases, the Developer must install the landscaping described in the Phase II Landscaping Plan that relates to each phase of the City Phase II Roadway Improvements within the time periods described in this Section 11.2. The Letter of Credit the Developer delivers to the City pursuant to Section 12.4 is intended, in part, to secure the Developer's performance of its obligations under this Section 11.2. Upon the Developer's completion

of the landscaping described in the Phase II Landscaping Plan or any portion thereof, the Developer must submit to the City a guaranty as required by the Zoning Ordinance.

42. The last sentence of Section 12.3 of the Master Agreement is hereby deleted in its entirety and replaced with the following:

> The Letter of Credit the Developer delivers to the City pursuant to Section 12.4 is intended, in part, to secure the Developer's performance of its obligations under this Section 12.3.

43. Section 12.4 of the Master Agreement is hereby amended to read as follows:

> 12.4 LETTERS OF CREDIT AND ALTERNATIVE SECURITY. Contemporaneously with the execution of this First Amendment, the Developer has delivered to the City a Letter of Credit in the amount of $3,000,000 (the "Letter of Credit") to secure the Developer's obligations under Sections 10.1, 11.1, 11.2 and 12.3 herein. The Letter of Credit secures only the Developer's obligations under Sections 10.1, 11.1, 11.2 and 12.3 of the Master Agreement. To the extent that other letters of credit are required under any other Sections of this Agreement or a Phase Development Agreement, the Developer (or a Secondary Developer, in the case of a Secondary Development Agreement) must provide those additional Letters of Credit. The Letter of Credit and any other letters of credit required under the terms of this Master Agreement must: (i) be an Irrevocable Letter of Credit from a state or national banking association or other financial institution reasonably acceptable to the City; (ii) obligate the issuer thereof to honor the City's site draft for the full amount of the letter of credit provided the City submits to the issuer, along with the City's site draft, a Certificate signed by the City Administrator of the City of Ramsey stating the Developer is in default in the performance of one or more of the obligations the letter of credit secures (as stated in the letter of credit); (iii) provide that it will automatically renew until released by the City' and (iv) be, in all other respects, in a form reasonably acceptable to the City. At such time as the City reasonably determines that the total value of all of Developer's obligations under Sections 10.1, 11.1, 11.2 and 12.3 is less than $2,400,000, the amount of the Letter of Credit may be reduced, not more often than once per month, to an amount equal to 125% of the City's estimate of the total cost of completing the performance of obligations which the Letter of Credit secures. To request the City's consent to such a reduction in the amount of the Letter of Credit, the Developer must submit to the City a description of the work the Developer has completed and mechanic's and materialmen's lien waivers showing the Developer's full payment for the completed work. The City's Engineer will inspect the work identified in the Developer's request and report the results of his or her inspection to the City Administrator. The City Administrator will approve the reduction and the outstanding amount of

the Letter of Credit when the City Administrator is satisfied, based on the Engineer's report, that the amount of the requested reduction accurately reflects the cost of the work the Developer has completed and paid for. The City will release the Letter of Credit when the Developer has fully performed all of the obligations the Letter of Credit secures and the City has inspected and accepted any work.

44. Section 15.1 of the Master Agreement is hereby amended as follows:

(a) The introductory clause of the third sentence of Section 15.1, which reads "if the Developer fails to perform one or more of its obligations in Sections 4.12, 7.6, 7.7, 7.12, 7.13, 9.6, 9.7, 12.3, 12.4, 13.1, 13.2 and 15.1(e)," is hereby revised to read as follows:

If the Developer fails to perform one or more of its obligations under Sections 4.12, 7.6, 7.12, 7.16, 9.2, 12.3, 12.4, 13.1, 13.2 or 15.1(e),

(b) Section 15.1(f) is revised to read as follows:

(f) If the Developer's default is the failure to perform one or more of its monetary obligations under Section 4.12, 7.6, 7.12, 7.16, 9.2, 12.3, 13.1, 13.2, 15.1(c) or 15.1(e), the City may commence an action against the Developer for monetary damages.

45. Section 15.3 is hereby amended as follows:

(a) Section 15.3(a) is hereby deleted in its entirety and replaced with the following:

(a) Failure by the Developer to convey to the City the City Hall and Parking Ramp Sites, as required by Section 5.1; or

(b) Section 15.3(d) is revised to read as follows:

(d) Failure by the Developer to perform the obligations placed on it by Sections 3.3, 4.12, 7.6, 7.12, 7.16, 9.2, 12.3, 12.4, 13.1, 13.2, 14, and 15.1(e) of this Master Agreement.

46. New Exhibits F-1, M, N, O and P in the form attached hereto, are hereby made a part of the Master Agreement.

47. Exhibit B of the Master Agreement is hereby deleted in its entirety and replaced with the Amended and Restated Exhibit B attached hereto.

48. This First Amendment may be executed in counterparts. This First Amendment is not effective until the City, the Developer, Ramdance and PSD have executed this First Amendment; the Developer's Mortgagees, Community National Bank, N.A.; William G. Sandison, Jerome B. Peterson and Ross W. Sandison; and Pentagon Credit, LLC have

consented to and agreed that their interests in the Subject Property are subject to this First Amendment. When all such parties have executed this First Amendment, separately executed counterparts may be assembled into a single fully executed original. PCS Building Company, the owner of Lot 1, Block 1 RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota; D.R. Horton, LLC-Minnesota, a Delaware corporation, the owner of Lots 1 through 47, Block 1; Lots 1 through 35, Block 2; and Outlot A; RAMSEY TOWN CENTER 2ND ADDITION, Anoka County, Minnesota, and NAU Holding Company, LLC, the owner of Lot 1, Block 1 RAMSEY TOWN CENTER 4TH ADDITION, Anoka County, Minnesota, are not parties to this First Amendment because this First Amendment imposes no obligations upon the property they own, but the City will ask those owners and their lenders to execute instruments acknowledging that the First Amendment has been amended as set forth herein. PSD is executing this First Amendment both as an owner of a portion of the Unsold Subject Property and as the owner of Outlot A, RAMSEY TOWN CENTER 4TH ADDITION, Anoka County, Minnesota. The City is executing this First Amendment both in its capacity as the City under the Master Agreement and as the owner of portions of the Subject Property.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first stated above.

CITY:

CITY OF RAMSEY, a Minnesota municipal corporation

By: _____
Name: Thomas G. Gamec
Its: Mayor

By: _____
Name: James E. Norman
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on this 25th day of February, 2005 by Thomas G. Gamec and James E. Norman, the Mayor and City Administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

WILLIAM K. GOODRICH
Notary Public
Minnesota
My Commission Expires January 31, 2010

[Signature Page to First Amendment to City of Ramsey Master Development Agreement for Ramsey Town Center]

DEVELOPER:

RAMSEY TOWN CENTER LLC,
a Minnesota limited liability company

By: Bruce A. Nedegaard
Name: BRUCE A. NEDEGAARD
Its: CHIEF MANAGER

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me on this 22 day of February, 2005 by Bruce A Nedegaard, the Chief Manager of Ramsey Town Center LLC, a Minnesota limited liability company, on behalf of the company.

KELLY J. NEKOLA
Notary Public
Minnesota
My Commission Expires January 31, 2010

Kelly J. Nekola
Notary Public

[Signature Page to First Amendment to City of Ramsey
Master Development Agreement for Ramsey Town Center]

RAMDANCE LLC, a Minnesota limited liability company

By: _____
Name: Greg Hayes
Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me on this 22nd day of February, 2005 by Greg Hayes, the Vice President of Ramdance LLC, a Minnesota limited liability company, on behalf of the company.

THOMAS L. BRAY
Notary Public
Minnesota
Commission Expires January 31, 2010

_____
Notary Public

[Signature Page to First Amendment to City of Ramsey Master Development Agreement for Ramsey Town Center]

PSD, LLC, a Minnesota limited liability company

By: _____
Name: JAMES D. DEAL
Its: CHIEF MANAGER

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on this 22nd day of February, 2005 by JAMES D. DEAL, the CHIEF MANAGER of PSD, LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

WILLIAM K. GOODRICH
Notary Public
Minnesota
My Commission Expires January 31, 2010

[Signature Page to First Amendment to City of Ramsey
Master Development Agreement for Ramsey Town Center

DRAFTED BY:
Briggs and Morgan, P.A.
2200 First National Bank Building
St. Paul, MN 55101 (TLB)
(651) 808-6564

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ACKNOWLEDGMENT

The undersigned, NAU Holding Company, LLC, a Minnesota limited liability company, the owner of Lot 1, Block 1, RAMSEY TOWN CENTER 4TH ADDITION, Anoka County, Minnesota (the "NAU Property") acknowledges and agrees that the City of Ramsey Master Development Agreement for Ramsey Town Center dated September 17, 2003 and recorded in the office of the Anoka County Recorder and the office of the Anoka County Registrar of Titles on September 29, 2004 as Document Nos. 1851364.0 and 44633.0, respectively, has been amended as set forth in the First Amendment to City of Ramsey Master Development for Ramsey Town Center to which this Acknowledgment is attached and acknowledges and agrees that the NAU Property is subject to the terms of said Amendment.

NAU HOLDING COMPANY, LLC, a
Minnesota limited liability company

By: _____
Name: JAMES D. DEAL
Its: CHIEF MANAGER

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on this 22nd day of February, 2005 by James D. Deal, the Chief Manager of NAU Holding Company, LLC, a Minnesota limited liability company, on behalf of the company.

WILLIAM K. GOODRICH
Notary Public
Minnesota
My Commission Expires January 31, 2010

_____
Notary Public

DRAFTED BY:
Briggs and Morgan, P.A.
2200 First National Bank Building
St. Paul, MN 55101 (TLB)
(651) 808-6564

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MORTGAGEE'S CONSENT

The undersigned, Community National Bank, N.A., a national banking association, holds mortgages on a portion of the Subject Property pursuant to a Combination Revolving Credit Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement with Future Advance Clause dated September 18, 2003 and recorded in the office of the Anoka County Recorder and the Anoka County Registrar of Titles on September 24, 2003, as Document Nos. 1854362 and 446331, respectively; and pursuant to a Combination Revolving Credit Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement with Future Advance Clause dated October 9, 2003 and recorded in the office of the Anoka County Recorder and the Anoka County Registrar of Titles on October 17, 2003 as Document Nos. 1863874 and 449055, respectively (collectively, the "Mortgages"). Community National Bank, N.A. is executing this Mortgagee's Consent to evidence its consent to this First Amendment and to subject its interest in the Subject Property pursuant to the Mortgages to the terms of this First Amendment.

COMMUNITY NATIONAL BANK, N.A.

By: _____
William G. Sandison, its President

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me on this 22 day of February, 2005 by William G. Sandison, the President of Community National Bank, N.A., a national banking association, on behalf of the association.

_____
Notary Public

LESLIE A. WELNETZ
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES
JAN. 31, 2009

DRAFTED BY:
Briggs and Morgan, P.A.
2200 First National Bank Building
St. Paul, MN 55101 (TLB)
(651) 808-6564

MORTGAGEE'S CONSENT

The undersigned, William G. Sandison and Connie M. Sandison, husband and wife, Jerome B. Peterson and Marlys R. Peterson, husband and wife, and Ross W. Sandison and Ellen E. Sandison, husband and wife, (collectively, the "Mortgages") hold a mortgage on a portion of the Subject Property pursuant to a Combination Revolving Credit Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement with Future Advance Clause dated October 3, 2003 and recorded October 17, 2003 in the office of the Anoka County Recorder and the office of the Anoka County Registrar of Titles as Document Nos. 1863875 and 449056, respectively (the "Mortgage"). The Mortgagees are executing this Mortgagee's Consent to evidence their consent to Ramsey Town Center, LLC's execution of this First Amendment and to subject their interest in the Subject Property pursuant to the mortgage to the terms of the First Amendment.

William G. Sandison

Connie M. Sandison

Jerome B. Peterson

Marlys R. Peterson

Ross W. Sandison

Ellen E. Sandison

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me on this 22 day of February, 2005 by William G. Sandison and Connie M. Sandison, husband and wife.

Leslie A. Welnetz
Notary Public

LESLIE A. WELNETZ
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES
JAN. 31, 2009

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me on this 22 day of February, 2005 by Jerome William B. Peterson and Marlys R. Peterson, husband and wife.

Leslie A. Welnetz
Notary Public

LESLIE A. WELNETZ
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES
JAN. 31, 2009

STATE OF MINNESOTA)
) ss.
COUNTY OF Anoka)

The foregoing instrument was acknowledged before me on this 22 day of February, 2005 by Ross W. Sandison and Ellen E. Sandison, husband and wife.

Leslie A. Welnetz
Notary Public

LESLIE A. WELNETZ
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES
JAN. 31, 2009

DRAFTED BY:
Briggs and Morgan, P.A. (TLB)
2200 First National Bank Building
St. Paul, MN 55101
(651) 808-6600

MORTGAGEE'S CONSENT

The undersigned, Pentagon Credit, LLC, a Minnesota limited liability company, holds a mortgage on a portion of the Subject Property pursuant to a Combination Mortgage, Security Agreement, Assignment of Rents and Fixture Financing Statement with Future Advance Clause dated September 2, 2004 and recorded on September 22, 2004 in the office of the Anoka County Recorder and the Anoka County Registrar of Titles as Document Nos. 1958932 and 476991 (collectively, the "Mortgage"). Pentagon Credit, LLC is executing this Mortgagee's Consent to evidence its consent to Ramsey Town Center, LLC's execution of this First Amendment and to subject its interest in the Subject Property pursuant to the Mortgage to the terms of this First Amendment.

PENTAGON CREDIT, LLC, a Minnesota limited liability company

By: _____
Name: William G. Sandison
Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on this 28th day of February, 2005 by William G. Sandison the Chief Manager of Pentagon Credit, LLC, a Minnesota limited liability company on behalf of the company.

_____
Notary Public

DRAFTED BY:
Briggs and Morgan, P.A. (TLB)
2200 First National Bank Building
St. Paul, MN 55101
(651) 808-6600

LESLIE A. WELNETZ
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES
JAN. 31, 2009

INTENTIONALLY LEFT BLANK

MORTGAGEE'S CONSENT

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AMENDED AND RESTATED EXHIBIT A
CURRENT LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

Lot 1, Block 1; Lot 1, Block 2 and Outlots A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, CC, DD, FF, GG and HH, RAMSEY TOWN CENTER ADDITION;

Lots 1 through 47, Block 1; Lots 1 through 35, Block 2 and Outlots A and B, RAMSEY TOWN CENTER 2ND ADDITION; and

Lot 1, Block 1 and Outlot A, RAMSEY TOWN CENTER 4TH ADDITION,

all in Anoka County, Minnesota.

AMENDED AND RESTATED EXHIBIT B
LEGAL DESCRIPTION OF THE CITY HALL AND PARKING RAMP SITES

Outlots T, X, Y, Z, and the northwesterly 60.00 feet of Outlot AA, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota, together with that part of Outlot S, said RAMSEY TOWN CENTER ADDITION, described as follows:

Beginning at the southeast corner of said Outlot S; thence North 66 degrees 10 minutes 33 seconds West, according to said RAMSEY TOWN CENTER ADDITION, assumed bearing along the southwesterly line of said Outlot S, 120.50 feet; thence North 23 degrees 43 minutes 04 seconds East 59.84 feet; thence North 66 degrees 10 minutes 33 seconds West 24.51 feet; thence North 23 degrees 43 minutes 04 seconds East 214.31 feet to the northerly line of said Outlot S; thence South 66 degrees 10 minutes 33 seconds East, along said northerly line, 69.82 feet to the northeast corner of said Outlot S; thence South 00 degrees 01 minutes 19 seconds West, along the easterly line of said Outlot S, 187.58 feet; thence South 23 degrees 49 minutes 27 seconds West, along said easterly line, 102.53 feet to the point of beginning.

AND

That part of Outlots M and S, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota, described as follows:

Commencing at the southeast corner of said Outlot S; thence North 66 degrees 10 minutes 33 seconds West, according to said RAMSEY TOWN CENTER ADDITION, assumed bearing along the southwesterly line of said Outlot S, 120.50 feet to the point of beginning of the parcel to be described; thence North 23 degrees 43 minutes 04 seconds East 59.84 feet; thence North 66 degrees 10 minutes 33 seconds West 24.51 feet; thence North 23 degrees 43 minutes 04 seconds East 214.31 feet to the northerly line of said Outlot S; thence North 66 degrees 10 minutes 33 seconds West, along said northerly line, 40.00 feet; thence South 23 degrees 43 minutes 04 seconds West 70.00 feet; thence North 66 degrees 10 minutes 33 seconds West 226.57 feet; thence North 23 degrees 43 minutes 04 seconds East 70.00 feet to the northerly line of said Outlot M; thence North 66 degrees 10 minutes 33 seconds West, along said northerly line, 210.21 feet; thence South 23 degrees 43 minutes 04 seconds West 274.15 feet, to the southwesterly line of said Outlot M; thence South 66 degrees 10 minutes 33 seconds East, along the southwesterly lines of said Outlots M and S, 501.29 feet to the point of beginning.

AND

That part of Outlot L, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota, described as follows:

Commencing at the southeast corner of said Outlot L; thence North 66 degrees 10 minutes 33 seconds West, according to said RAMSEY TOWN CENTER ADDITION, assumed bearing along the southwesterly line of said Outlot L, 599.10 feet; thence North 23 degrees 43 minutes 04 seconds East 73.76 feet to the point of beginning of the parcel to be described; thence continuing North 23 degrees 43 minutes 04 seconds East 206.50 feet; thence South 66 degrees 10 minutes 33 seconds East 420.34 feet; thence South 23 degrees 43 minutes 04 seconds West

206.50 feet; thence North 66 degrees 10 minutes 33 seconds West 420.34 feet to the point of beginning.

EXHIBIT F-1
REVISED SPECIAL ASSESSMENT ALLOCATIONS

Plat	Outlot	Percentage of Project Cost to be Assessed
RAMSEY TOWN CENTER ADDITION	A	1.66%
	C	0.22%
	E	16.18%
	F	9.20%
	H	5.81%
	I	4.51%
	J	6.17%
	L	6.08%
	M	4.93%
	N	0.14%
	O	1.15%
	Q	1.92%
	S	1.01%
	T	0.03%
	U	8.19%
	W	8.78%
	X	0.09%
	Y	0.66%
	Z	0.13%
	AA	4.65%
	FF	2.08%
	GG	12.34%
RAMSEY TOWN CENTER 2ND ADDITION	**Outlot B**	4.07%
Total		100.00%

EXHIBIT M
LEGAL DESCRIPTION OF THE CORE AREA

PARKING DISTRICT DESCRIPTION FOR THE CITY OF RAMSEY

All that part of Outlots L, M, Q, R, S, T, W, X, Y, Z and AA and that part of Sunwood Drive, Civic Center Drive, East Town Center Drive, West Town Center Drive and West Ramsey Parkway, RAMSEY TOWN CENTER ADDITION, Anoka County, Minnesota, lying within the following described boundary:

Commencing at the southeast corner of said Outlot M; thence North 66 degrees 10 minutes 33 seconds West, assumed bearing along the southwest line of said Outlot M, 979.56 feet; thence South 23 degrees 43 minutes 04 seconds West 50.00 feet to the center line of said Civic Center Drive and the point of beginning of the boundary to be described; thence South 66 degrees 10 minutes 33 seconds East, along said centerline, 1652.56 feet, to the intersection with the southwesterly extension of a line 30.00 feet southeasterly of and parallel with the northwesterly line of said Outlot AA; thence North 23 degrees 43 minutes 04 seconds East, along said parallel line and its extension, 870.99 feet; thence North 66 degrees 16 minutes 56 seconds West 293.70 feet; thence westerly along a tangential curve concave to the south 82.79 feet, said curve having a radius of 200.00 feet and a central angle of 23 degrees 43 minutes 04 seconds; thence bearing West 135.01 feet to the centerline of said East Town Center Drive; thence North 00degrees 01 minutes 19 seconds East, along said centerline, 436.60 feet; thence bearing West 557.48 feet; thence westerly along a tangential curve concave to the north 426.06 feet, said curve having a radius of 963.00 feet and a central angle of 25 degrees 20 minutes 58 seconds, to a point on a line bearing North 23 degrees 43 minutes 04 seconds East from the point of beginning; thence South 23 degrees 43 minutes 04 seconds West 867.54 feet to the point of beginning.

EXHIBIT N
DESCRIPTION OF THE PARKING IMPROVEMENTS

The Parking Improvements consist of two parking facilities that are described in the Feasibility Study and Report for City of Ramsey, Ramsey Town Center Parking Facilities dated January 2005 (the "Feasibility Study") which Feasibility Study was presented to the City of Ramsey's City Council and approved by a resolution of the City Council at the City Council's February 22, 2005 meeting. As set forth in the Feasibility Study, the Parking Improvements include 590 to 620 structured parking stalls in a facility described in the Feasibility Study as the Ramsey Municipal Parking Facility and 530 to 560 structured parking stalls in a facility described in the Feasibility Study as the Ramsey West Parking Facility.

EXHIBIT O
LEGAL DESCRIPTION OF THE PORTION OF THE UNSOLD
SUBJECT PROPERTY PSD, LLC OWNS

All that part of Outlot W, RAMSEY TOWN CENTER ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, described as follows: Beginning at the Southeast corner of said Outlot W; thence on an assumed bearing of West along the southerly line of said Outlot W for 719.85 feet to a point of curvature in said southerly line; thence westerly for 53.22 feet along said southerly line along a tangential curve concave to the north, radius 420.00 feet and central angle 07 degrees 15 minutes 37 seconds; thence North 23 degrees 43 minutes 04 seconds East for 200.49 feet; thence on a bearing of East for 69.29 feet to the easterly line of said Outlot W; thence on a bearing of South along said easterly line for 186.92 feet to the point of beginning.

EXHIBIT P
ENCUMBRANCES ON THE UNSOLD SUBJECT PROPERTY

1. Mortgage by Ramsey Town Center, LLC to Community National Bank dated September 18, 2003, and recorded September 24, 2003, as document number 446331 (Torrens) and 1854362 (Abstract) in the amount of $35,000,000.00.

2. Mortgage by Ramsey Town Center, LLC to Community National Bank dated October 3, 2003, recorded October 17, 2003, as document number 449055 (Torrens) and 1863874 (Abstract) in the amount of $2,785,000.00.

3. Mortgage by Ramsey Town Center, LLC to William G. Sandison, Jerome B. Peterson and Ross W. Sandison dated October 3, 2003, recorded October 17, 2003, as document number 449056 (Torrens) and 1863875 (Abstract) in the amount of $990,000.00.

4. Mortgage by Ramsey Town Center, LLC to Pentagon Credit, LLC, dated September 2, 2004, and recorded September 22, 2004, as document number 476991 (Torrens) and 1863875 (Abstract) in the amount of $6,000,000,000.

5. Terms and conditions of Ordinance number 86-11 establishing a Storm Sewer Improvement Tax District recorded October 28, 1987, as document number 784944.

6. Easements for Roadway and Utility Purposes and Temporary Construction set out in Quit Claim Deed dated July 27, 2001 and recorded August 23, 2001 as document number 1597261.

7. Master Development Agreement with the City of Ramsey recorded September 24, 2003 as document numbers 1854364 (Abstract) 446333 (Torrens).

8. Terms and conditions of Restriction not to construct a banking institution recorded September 26, 2003, as document number 1855389 (Abstract) 446644 (Torrens).

9. UCC Financing Statement between Ramsey Town Center, LLC and Community National Bank filed January 13, 2004, as document number 1889431 (Abstract).

10. Streets, easements and restrictions as shown on the plat of Ramsey Town Center Addition and restrictions to access to County Roads and streets as shown thereon.

11. Purchase and sale agreement by and between Ramsey Town Center, LLC and Ramdance, LLC for the purchase and sale of Outlots H,I, L and M, Ramsey Town Center Addition dated March 18, 2004' and recorded July 9, 2004, as document number 471387 (Torrens).

12. Easement for drainage in favor of City of Ramsey as created in document dated July 24, 1998, and recorded July 24, 1998, as document number 1359406 (abstract).

13. Plat of Ramsey Town Center Addition recorded December 31, 2003, as document number 1886342 (abstract) and 455705 (Torrens).

14. Plat of Ramsey Town Center 2nd Addition recorded September 20, 2004, as document number 1958120 (abstract).

15. Plat of Ramsey Town Center 3rd Addition not of record as of the dates hereof.

16. Plat of Ramsey Town Center 4th Addition recorded August 9, 2004, as document number 1946932 (abstract).

17. Easement running in favor of Qwest dated September 2, 2004, and recorded September 8, 2004, as document number 1955137 for utility purposes, which easement is confined to a specific location on Outlot B, Ramsey Town Center 2nd Addition.

18. Resolutions granting variances recorded as document numbers 476034, 476035 and 476036 in favor of Ramdance, LLC on Outlot I, Ramsey Town Center Addition and Lot 1, Block 1, Ramsey Town Center 4th Addition.

19. Mortgage running in favor of Preferred Bank executed by NAU Holding Company, LLC, a Minnesota limited liability company, dated august 9, 2004, and recorded August 9, 2004, as document number 1947079 (abstract) in the original principal amount of $2,225,000.

20. Anoka County Right of Way Plat Number 16 and the terms and conditions thereof dated April 13 1981, and recorded April 13, 1981, as document number 571346, and the Final Certificate and the terms and conditions thereof dated August 14, 1985, as document number 684425.

21. Dedication of right of access onto County State Aid Highway No. 83, County Road No. 56 and County Road No. 16 as shown on the plat of Ramsey Town Center Addition.

EXHIBIT Q
CITY PHASE II ROADWAY IMPROVEMENT

Zeolite Street N.W. between Sunwood Drive N.W. and Civic Center Drive N.W.; Civic Center Drive N.W. between Zeolite Street N.W. and Sapphire Street N.W.; and Suppline Street N.W. between Civic Center Drive N.W. and Sunwood Drive N.W. as those streets are described in the Feasibility Report for City Phase II Street, Storm Sewer, Water and Sanitary Sewer Improvements for Ramsey Town Center, City of Ramsey, Minnesota, City Improvement Project #05-22 dated January 2005.

ANOKA COUNTY MINNESOTA

Document No.: 482049.001 TORRENS

I hereby certify that the within instrument was filed in this office for record on: 03/09/2005 11:48:00 AM

Fees/Taxes In the Amount of: $39.00

MAUREEN DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

TAP, Deputy

Record ID: 1524271

ANOKA COUNTY MINNESOTA

Document No.: 1973508.001 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on: 03/09/2005 11:48:00 AM

Fees/Taxes In the Amount of: $50.50

MAUREEN DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

TAP, Deputy

Record ID: 1524321

Record ID 1525486

482071.010

ASSIGNMENT OF MASTER DEVELOPMENT AGREEMENT

FOR RAMSEY TOWN CENTER

This Assignment of Master Development Agreement ("Assignment") is made this 8th day of March, 2005 ("Effective Date") by and between RAMDANCE LLC, a Minnesota limited liability company ("Ramdance"), and SOPHIA-RAMSEY LLC, a Minnesota limited liability company ("Assignee").

RECITALS:

A. Ramsey Town Center LLC and the City of Ramsey ("City") entered into that certain Master Development Agreement for Ramsey Town Center, dated September 17, 2003, recorded September 24, 2003 as Document No. 1854364 (Anoka County Abstract) and Document No. 446333 (Anoka County Torrens).

B. Ramdance and the City entered into that certain Allocation Agreement dated December 22, 2004,* recorded against the Property (as defined below) that describes the allocation of rights and obligations under the above-referenced Master Development Agreement (the "Allocation Agreement").* filed as of 02/23/05 as Document No 481898.006

C. Ramdance, the City and various other parties entered into that certain First Amendment to Master Development Agreement dated February 28, 2005,* recorded against the Property (as defined below) that further describes the allocation of rights and obligations under the above-referenced Master Development Agreement and defines the amount of special assessments being assessed for certain improvements (the "First Amendment").* filed as of 03/09/05 as Document No 482049.001

D. The Master Development Agreement, Allocation Agreement and First Amendment to Master Development Agreement are collectively referred to as the "Master Development Agreements."

E. The Master Development Agreements have been recorded against Outlot I, Ramsey Town Center Addition. This property has been further subdivided as Ramsey Town Center 3rd Addition and is legally described as Lots 1 and 2, Block 1, and Outlot A, Ramsey Town Center 3rd Addition, according to the recorded plat thereof, Anoka County, Minnesota ("Property").

F. Ramdance conveyed Lots 1 and 2, Block 1, Ramsey Town Center 3rd Addition, to

Assignee on the Effective Date.

G. Ramdance desires to assign all of its right, title and interest in the Master Development Agreements to Assignee, and Assignee desires to accept the assignment, except for those rights specifically retained by Ramdance as set forth in this Assignment.

H. Assignee is not assuming any of the obligations of Ramdance under the Master Development Agreements and Ramdance shall remain liable for all obligations under the Master Development Agreements as set forth in this Assignment.

NOW THEREFORE, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Except as otherwise provided in this Assignment, the terms defined in the Master Development Agreements shall have the same meaning when used in this Assignment.

2. Assignment. Ramdance hereby transfers, assigns and conveys to Assignee all of Ramdance's right, title and interest in, to and under the Master Development Agreements, except that Ramdance and Assignee retain any rights to enforce the obligations of the City to construct Zeolite Street in accordance with the Master Development Agreements, and further except that Ramdance shall retain its rights to receive a release of the letter of credit provided under the Allocation Agreement.

3. Assumption. Assignee does not assume any of Ramdance's obligations to pay assessments under the Master Development Agreements. The Property and Assignee remain subject to the terms and conditions of the Master Development Agreements and the restrictions contained therein and the Assignee specifically assumes Ramdance's obligations to construct the Streetscape improvements as defined in paragraph 5.i. of the Allocation Agreement.

4. Ramdance's Liability under the Master Development Agreements. Ramdance agrees to remain liable and to perform and be bound by all obligations of the Master Development Agreements. Ramdance's obligations to pay assessments under the Master Development Agreements are limited to payment of the following assessments:

Phase I Roadway Improvements	$ 39,509.00
Phase II Roadway Improvements	$ 23,218.00
AUAR Roadway Improvements	$135,300.00
Parking Improvements	$270,600.00
Total	$468,627.00

Ramdance shall pay these assessments to the City as of the earlier of the Effective Date or the date that is required by the First Amendment. Upon payment of these assessments, Ramdance shall have no further obligations under the Master Development Agreements for special assessments and no further amounts shall be owed or assessed against the Property under the Master Development Agreements.

5. Indemnification. Ramdance hereby agrees to indemnify and hold Assignee harmless from and against any and all liabilities, claims, damages, costs and expenses (including, without limitation, reasonable attorney's fees, expenses and court costs) arising from or relating to all obligations under the Master Development Agreements, except for the obligations to construct the Streetscape improvements as defined in paragraph 5.i. of the Allocation Agreement.

6. Ratification of Master Development Agreements. Ramdance, Assignee and the City hereby acknowledge and agree that the Master Development Agreements are valid and in full force and effect and that Ramdance is not in default under any terms of the Master Development Agreements for which notice of default has been given by the City to Ramdance. . Ramdance and the City have no offsets, claims or defenses against the other with respect to the Master Development Agreements. The City acknowledges and agrees that the Master Development Agreements have not been modified or amended except by the following documents: (a) Allocation Agreement; (b) First Amendment; (c) City of Ramsey Parkland and Trail Plan Agreement for Ramsey Town Center dated February 28, 2005; and (d) Parking Improvement Use and Maintenance Agreement dated February 28, 2005.

7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Ramdance and Assignee and their respective successors and assigns.

8. Counterparts. This Assignment may be executed separately and independently in any number of counterparts and each and all of which together shall be deemed to have been executed simultaneously and regarded as one agreement dated the Effective Date.

9. Facsimile Copies. A facsimile signature on a facsimile copy of this Assignment shall have the same force and effect as an original and shall bind a party to the terms and conditions hereof. All parties shall execute up to four originals of the Assignment signed by facsimile.

10. Conditions Precedent. This Assignment is conditioned upon the execution by the City of the attached written consent to this Assignment. This Assignment shall not be valid or of any force and effect until such written consent is provided by the City. Upon execution by the City of such written consent, this condition shall be automatically satisfied without further action on the part of any party and this Assignment shall be valid and in full force and effect.

signature pages to follow

IN WITNESS WHEREOF, the parties have made and entered into this Assignment of Master Development Agreement for Ramsey Town Center as of the Effective Date.

RAMDANCE:

RAMDANCE LLC,
a Minnesota limited liability company

By: Greg Hayes

Print: Greg Hayes

Its: Vice President

STATE OF MINNESOTA)
) ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me this 8th day of March, 2005, by Greg Hayes, the V.P. of Ramdance, LLC, a Minnesota limited liability company, on behalf of the company.

Sharon Ruane
Notary Public

SHARON RUANE
Notary Public
Minnesota
My Commission Expires January 31, 2010

Return to
Commercial Partners Title, LLC
80 South Sixth Street
Suite 1300
Minneapolis, MN 55402
24418 SR 10 of 11

signature page to Assignment of Master Development Agreement for Ramsey Town Center

ASSIGNEE:

SOPHIA-RAMSEY LLC,
a Minnesota limited liability company

By: _____

Print: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by _____, the _____ of Sophia-Ramsey LLC, a Minnesota limited liability company, on behalf of the company.

SHARON RUANE
Notary Public
Minnesota
My Commission Expires January 31, 2010

_____
Notary Public

signature page to Assignment of Master Development Agreement for Ramsey Town Center

CONSENT OF CITY OF RAMSEY

The City of Ramsey hereby agrees to Sections 2, 3, 4, 6 and 10 of the aforesaid Assignment of Master Development Agreement dated March 8, 2005, by and between Ramdance LLC, as assignor, and Sophia-Ramsey LLC, as assignee. The City of Ramsey consents to the assignment of the Ramdance's right, title and interest in the Master Development Agreements in accordance with the terms and conditions of the aforesaid Assignment of Master Development Agreement. The City of Ramsey further consents to the conveyance of the property to be described after platting as Lots 1 and 2, Block 1, Ramsey Town Center 3rd Addition, Anoka County, from Ramdance LLC to Sophia-Ramsey LLC.

CITY OF RAMSEY,
a Minnesota municipal corporation

By: _____
Thomas G. Gamec
Its: Mayor

By: _____
James E. Norman
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

On this 9th day of March 2005, before me a Notary Public within and for said County, personally appeared Thomas G. Gamec and James E. Norman, to me personally known, who being each by me duly sworn, each did say that they are respectively the Mayor and the City Administrator of the City of Ramsey, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipality by authority of its City Council and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said municipal corporation.

JOANN E. SHAW
Notary Public
Minnesota
My Commission Expires January 31, 2010

_____
Notary Public

consent to Assignment of Master Development Agreement
for Ramsey Town Center

This instrument was drafted by
and should be returned to:

Fafinski Mark & Johnson, P.A. (GPB)
Flagship Corporate Center
775 Prairie Center Drive, Suite 400
Eden Prairie, MN 55344
Ph (952) 995-9500

24418 (10)

SR (1)

ANOKA COUNTY MINNESOTA

Document No.: 482071 010 TORRENS

I hereby certify that the within instrument was filed in this office for record on: 03/10/2005 2:57:00 PM

Fees/Taxes In the Amount of: $19.50

MAUREEN DEVINE

Anoka County Property Tax

Administrator/Recorder Registrar of Titles

TAP, Deputy

Record ID: 1525486

Record ID 2217114

498611.002

ABSTRACT/TORRENS DOCUMENT

ABSTRACT/TORRENS DOCUMENT

2008427.001

Record ID 2217150

TERMINATION OF MASTER DEVELOPMENT AGREEMENT AND PARKLAND AND TRAIL PLAN AGREEMENT

1. **Recitals**.

1.1 **Recital One**. The City of Ramsey, a Minnesota municipal corporation and a home rule charter city (the "City"), and Ramsey Town Center LLC, a Minnesota limited liability company (the "Developer") are parties to the City of Ramsey Master Development Agreement for Ramsey Town Center dated as of September 17, 2003. The Master Development Agreement was recorded with the Anoka County Registrar of Titles on September 24, 2003 as Document No. 446333.0 and recorded with the Anoka County Recorder on September 24, 2003 as Document No. 1854364.0. The Master Development Agreement was amended by the First Amendment to City of Ramsey Master Development Agreement for Ramsey Town Center between the City, the Developer, Ramdance LLC, a Minnesota limited liability company ("Ramdance") and PSD, LLC, a Minnesota limited liability company ("PSD") dated February 28, 2005. The First Amendment was recorded with the Anoka County Registrar of Titles on March 9, 2005 as Document No. 482049.001 and recorded with the Anoka County Recorder on March 9, 2005 as Document No. 1973508.001 (collectively, the "Master Development Agreement").

1.2 **Recital Two**. The City and the Developer are parties to the City of Ramsey Parkland and Trail Plan Agreement for Ramsey Town Center dated February 28, 2005 (the "Parkland and Trail Plan Agreement"). The Parkland and Trail Plan Agreement was recorded with the Anoka County Registrar of Titles on March 16, 2005 as Document No. 482124.003 and recorded with the Anoka County Recorder on March 16, 2005 as Document No. 1973660.002).

1.3 **Recital Three**. The City and the Developer are parties to the Parking Improvement Use and Maintenance Agreement dated February 28, 2005 (the "Parking Improvement Agreement"). The Parking Improvement Agreement was recorded with the Anoka County Registrar of Titles on March 16, 2005 as Document No. 482124.002 and recorded with the Anoka County Recorder on March 16, 2005 as Document No. 1973660.001.

1.4 **Recital Four**. The City is a party to various Development Agreements, Development Contracts, Secondary Development Contracts, Allocation Agreements and Escrow Agreements among and between the City of Ramsey, Ramsey Town Center, LLC and various parties who acquired property within the plat of Ramsey Town Center from Ramsey Town Center, LLC (collectively, the "Secondary Development Agreements, Allocation Agreements and Escrow Agreements").

1.5 **Recital Five**. Sections 11.1 and 11.2 of the Master Development Agreement obligate Ramsey Town Center, LLC to construct certain landscaping associated with the City Phase I Roadway Improvements and to construct landscaping associated with City Phase II Roadway Improvements. The Master Development

Agreement defines the construction of landscaping associated with the City Phase I Roadway Improvements and the construction of landscaping associated with City Phase II Roadway Improvements pursuant to Sections 11.1 and 11.2 of the Master Development Agreement as "Developer Public Improvements."

1.6 **Recital Six**. Ramsey Town Center, LLC did not complete the landscaping associated with the City Phase I Roadway Improvements and did not complete the City Phase II Roadway Improvements, as required by Sections 11.1 and 11.2 the Master Development Agreement.

1.7 **Recital Seven**. Section 12.3 of the Master Development Agreement obligates Ramsey Town Center, LLC to reimburse the City for various fees and charges the City incurred in connection with the development of the property subject to the Master Development Agreement.

1.8 **Recital Eight**. Ramsey Town Center , LLC did not reimburse the City for various fees and charges the City incurred in connection with the development of the property subject to the Master Development Agreement as required by Section 12.3 of the Master Development Agreement.

1.9 **Recital Nine**. On August 11, 2006 the City gave Ramsey Town Center, LLC and Community National Bank "Formal Notice" that Ramsey Town Center, LLC was in default in the performance of its obligations under Sections 11.1, 11.2 and 12.3 of the Master Development Agreement. A copy of the notice and an Affidavit of Mailing are attached as Exhibit A.

1.10 **Recital Ten**. Pursuant to Section 15.1 of the Master Development Agreement, the Developer had 30 days after Formal Notice to cure a default under Sections 11.1 and 11.2 of the Master Development Agreement and 5 days after Formal Notice to cure a default under Section 12.3 of the Master Development Agreement. The Master Development Agreement provides for the extension of the applicable cure periods if the default cannot reasonably be cured within the stated period, provided Ramsey Town Center, LLC commences the cure and pursues the cure with reasonable diligence.

1.11 **Recital Eleven.** Ramsey Town Center, LLC has not cured the defaults under Sections 11.1 and 11.2 of the Master Development Agreement, has not cured the default under Section 12.3 of the Master Development Agreement

1.12 **Recital Twelve.** Section 15.3 of the Master Development Agreement authorizes the City to terminate the Master Development Agreement as a remedy for the specific defaults listed in subsections 15.3(a)-(e) after the City has given the notice required by Section 15.1 and the applicable cure period has expired. Section 15.3(c) authorizes the City to terminate the Master Development Agreement if Ramsey Town Center, LLC defaults in the performance of its obligation to complete "Developer Public Improvements," as defined in the Master Development Agreement, and Section 15.3(d) authorizes the City to terminate the Master Development Agreement if Ramsey Town

Center, LLC defaults in the performance of its obligation under Section 12.3 of the Master Development

1.13 **Recital Thirteen.** Pursuant to Section 7.1 of the Parkland and Trail Plan Agreement, the remedy provisions found in Article 15 of the Master Development Agreement apply to the Parkland and Trail Plan Agreement

1.14 **Recital Fourteen.** The City Council of the City (the "City Council") authorized the termination of the Master Development Agreement and the Parkland and Trail Plan Agreement by resolution No. 09-06-_____ dated June 23, 2009. A Certified Copy of the Resolution is attached as Exhibit B.

1.15 **Recital Fifteen.** The purpose of this Agreement is to document the termination of the Master Development Agreement and the Parkland and Trail Plan Agreement as authorized by the City Council.

2. **Termination**. The City hereby terminates the Master Development Agreement and the Parkland and Trail Plan Agreement pursuant to Section 15.3 of the Master Development Agreement and Section 7.1 of the Parkland and Trail Plan Agreement.

3. **Affect on Other Documents.** The Parking Improvement Agreement and the Secondary Development Agreements, Allocation Agreements and Escrow Agreements are not terminated and are not otherwise affected by the termination of the Master Development Agreement and the Parkland and Trail Plan Agreement.

(Signatures on following pages)

CITY OF RAMSEY

By: _____
Bob Ramsey
Its: Mayor

Date: 6-25-2009

STATE OF MINNESOTA)
) ss.
COUNTY OF ~~RAMSEY~~ Anoka)

The foregoing instrument was acknowledged before me this 25th day of June _____, 2009, by Bob Ramsey, as the Mayor of the City of Ramsey, Minnesota.

_____
Notary Public

JOANN THIELING
Notary Public
Minnesota
My Commission Expires January 31, 2010

CITY OF RAMSEY

By: _____
Kurt Ulrich
Its: City Administrator

Date: 6/25/09

STATE OF MINNESOTA)
) ss.
COUNTY OF ~~RAMSEY~~ Anoka)

The foregoing instrument was acknowledged before me this 26th day of June _____, 2009, by Kurt Ulrich, as the City Administrator of the City of Ramsey, Minnesota..

_____
Notary Public

WILLIAM K. GOODRICH
Notary Public
Minnesota
My Commission Expires January 31, 2010

Drafted by:
Briggs and Morgan, P.A. (tlb)
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402-2157
612-977-8285

EXHIBIT A

Copy of Formal Notice and Affidavit of Mailing

2200 FIRST NATIONAL BANK BUILDING
332 MINNESOTA STREET
SAINT PAUL, MINNESOTA 55101
TELEPHONE (651) 808-6600
FACSIMILE (651) 808-6450

BRIGGS AND MORGAN

PROFESSIONAL ASSOCIATION

WRITER'S DIRECT DIAL

(651) 808-6564

WRITER'S E-MAIL

tbray@briggs.com

August 11, 2006

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Ramsey Town Center LLC
4200 Central Avenue N.E.
Minneapolis, MN 55421
Attention: President

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Community National Bank
5481 St. Croix Trail
North Branch, MN 55056-5200

Subject: ***City of Ramsey – Development Agreement for Ramsey Town Center by and between City of Ramsey and Ramsey Town Center LLC dated September 17, 2003 as amended by First Amendment to City of Ramsey Master Development Agreement for Ramsey Town Center dated February 28, 2005; Our File No. 12952.19***

Capitalized terms used in this letter and not otherwise defined herein have the meanings set forth in the City of Ramsey Master Development Agreement for Ramsey Town Center by and between City of Ramsey and Ramsey Town Center LLC dated September 17, 2003 (the "Original Master Development Agreement" as amended by the First Amendment to Master Development Agreement by and between the City of Ramsey, Ramsey Town Center LLC, Ramdance LLC and PSD, LLC dated February 28, 2005 (the "First Amendment"). The Original Master Development Agreement and the First Amendment are referred to herein, collectively, as the "Master Development Agreement."

This letter is delivered pursuant to Section 15.1 of the Master Development Agreement and constitutes the City's Formal Notice to the Developer and to Community National Bank that the Developer is in default in the performance of the Developer's obligations under Section 11.1, 11.2, 12.3 and 12.4 of the Master Development Agreement.

This notice of the Developer's defaults under Sections 11.1, 11.2, 12.3 and 12.4 of the Master Development Agreement is not intended to imply that Developer is not in default in the performance of any of the Developer's other obligations of the Master Development Agreement or as a waiver of such other defaults if they exist. The City is in the process of reviewing the Master Development Agreement to determine the status of the Developer's performance of the Developer's obligations and observance of the restrictions set forth in other Sections of the

Master Development Agreement, and the City reserves the right to provide the Developer and Community National Bank with subsequent Formal Notices of any other defaults.

The City will examine the various Secondary Development Agreements and provide a copy of this Notice to any third parties who are entitled to receive a copy of default notices under the terms of any Secondary Development Agreement. The City is not, at this time, providing copies of this Formal Notice to any other third parties. The City assumes that Ramsey Town Center LLC and Community National Bank will provide copies of this letter to any third parties to whom they have a contractual obligation to provide copies of default notices, and the City asks that Ramsey Town Center LLC and Community National Bank copy the City on any correspondence delivering this Formal Notice to third parties, so the City knows what parties, other than Ramsey Town Center LLC and Community National Bank, have received this Notice.

Very truly yours,

Thomas L. Bray

TLB:se

cc: City of Ramsey, Attn: James E. Norman (Via E-Mai)
William K. Goodrich (Via E-Mail)

1934727v1

AFFIDAVIT OF MAILING

STATE OF MINNESOTA)
) ss.
COUNTY OF ~~HENNEPIN~~ Anoka)

Thomas L. Bray, being first duly sworn, deposes and states that on the 11th day of August, 2006, he mailed the attached Letter by Certified Mail, Return Receipt Requested to Ramsey Town Center LLC at 4200 Central Avenue N.E., Minneapolis, Minnesota 55421 and to Community National Bank at 5481 St. Croix Trail, North Branch, Minnesota 55056-5200.

Thomas L. Bray

Subscribed and sworn to before me this
26th day of June, 2009.

William K. Goodrich
Notary Public

WILLIAM K. GOODRICH
Notary Public
Minnesota
My Commission Expires January 31, 2010

EXHIBIT B

Certified Copy of the Resolution

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

RESOLUTION #09-06-135

RESOLUTION AUTHORIZING THE TERMINATION OF THE CITY OF RAMSEY MASTER DEVELOPMENT AGREEMENT FOR RAMSEY TOWN CENTER AND THE CITY OF RAMSEY PARKLAND AND TRAIL PLAN AGREEMENT FOR RAMSEY TOWN CENTER

WHEREAS, the City is a party to the City of Ramsey Master Development Agreement for Ramsey Town Center by and between the City of Ramsey and Ramsey Town Center, LLC dated September 17, 2003, recorded with the Anoka County Registrar of Titles on September 24, 2003 as Document No. 446333.0 and recorded with the Anoka County Recorder on September 24, 2003 as Document No. 1854364.0, as amended by the First Amendment to City of Ramsey Master Development Agreement for Ramsey Town Center between the City of Ramsey, Ramsey Town Center, LLC, Ramdance LLC and PSD, LLC dated February 28, 2005, recorded with the Anoka County Registrar of Titles on March 9, 2005 as Document No. 482049.001 and recorded with the Anoka County Recorder on March 9, 2005 as Document No. 1973508.001 (collectively, the "Master Development Agreement"); and

WHEREAS, the City is a party to the City of Ramsey Parkland and Trail Plan Agreement for Ramsey Town Center by and between the City of Ramsey and Ramsey Town Center, LLC dated February 28, 2005, recorded with the Anoka County Registrar of Titles on March 16, 2005 as Document No. 482124.003 and recorded with the Anoka County Recorder on March 16, 2005 as Document No. 1973660.002 (the "Parkland and Trail Plan Agreement"); and

WHEREAS, the City is a party to the Parking Improvement Use and Maintenance Agreement by and between the City of Ramsey and Ramsey Town Center, LLC dated February 28, 2005, recorded with the Anoka County Registrar of Titles on March 16, 2005 as Document No. 482124.002 and recorded with the Anoka County Recorder on March 16, 2005 as Document No. 1973660.001 (the "Parking Improvement Agreement"); and

WHEREAS, the City is a party to various Development Agreements, Development Contracts, Secondary Development Contracts, Allocation Agreements and Escrow Agreements among and between the City of Ramsey, Ramsey Town Center, LLC and various parties who acquired property within the plat of Ramsey Town Center from Ramsey Town Center, LLC (collectively, the "Secondary Development Agreements, Allocation Agreements and Escrow Agreements"); and

WHEREAS, Sections 11.1 and 11.2 of the Master Development Agreement obligate Ramsey Town Center, LLC to construct certain landscaping associated with the City Phase I Roadway Improvements and to construct landscaping associated with City Phase II Roadway Improvements. The Master Development Agreement defines the construction of landscaping associated with the City Phase I Roadway Improvements and the construction of landscaping associated with City Phase II Roadway Improvements pursuant to Sections 11.1 and 11.2 of the Master Development Agreement as "Developer Public Improvements;" and

WHEREAS, Ramsey Town Center, LLC did not complete the landscaping associated with the City Phase I Roadway Improvements and did not complete the City Phase II Roadway Improvements, as required by Sections 11.1 and 11.2 the Master Development Agreement; and

WHEREAS, Section 12.3 of the Master Development Agreement obligates Ramsey Town Center, LLC to reimburse the City for various fees and charges the City incurred in connection with the development of the property subject to the Master Development Agreement; and

WHEREAS, Ramsey Town Center , LLC did not reimburse the City for various fees and charges the City incurred in connection with the development of the property subject to the Master Development Agreement as required by Section 12.3 of the Master Development Agreement; and

WHEREAS, On August 11, 2006 the City gave Ramsey Town Center, LLC and Community National Bank "Formal Notice" that Ramsey Town Center, LLC was in default in the performance of its obligations under Sections 11.1, 11.2 and 12.3 of the Master Development Agreement; and

WHEREAS, pursuant to Section 15.1 of the Master Development Agreement, the Developer had 30 days after Formal Notice to cure a default under Sections 11.1 and 11.2 of the Master Development Agreement and 5 days after Formal Notice to cure a default under Section 12.3 of the Master Development Agreement. The Master Development Agreement provides for the extension of the applicable cure periods if the default cannot reasonably be cured within the stated period, provided Ramsey Town Center, LLC commences the cure and pursues the cure with reasonable diligence; and

WHEREAS, Ramsey Town Center, LLC has not cured the defaults under Sections 11.1 and 11.2 of the Master Development Agreement, has not cured the default under Section 12.3 of the Master Development Agreement; and

WHEREAS, Section 15.3 of the Master Development Agreement authorizes the City to terminate the Master Development Agreement as a remedy for the specific defaults listed in subsections 15.3(a)-(e) after the City has given the notice required by Section 15.1 and the applicable cure period has expired. Section 15.3(c) authorizes the City to terminate the Master Development Agreement if Ramsey Town Center, LLC defaults in the performance of its obligation to complete "Developer Public Improvements," as defined in the Master Development Agreement, and Section 15.3(d) authorizes the City to terminate the Master Development Agreement if Ramsey Town Center, LLC defaults in the performance of its obligation under Section 12.3 of the Master Development; and

WHEREAS, pursuant to Section 7.1 of the Parkland and Trail Plan Agreement, the remedy provisions found in Article 15 of the Master Development Agreement apply to the Parkland and Trail Plan Agreement; and

WHEREAS, the City desires to terminate the Master Development Agreement and the Parkland and Trail Plan Agreement pursuant to Section 15.3(c) and 15.3(d) based on Ramsey Town Center, LLC's defaults.

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

1. That, based on the defaults described in the City's August 11, 2006 Notice to Ramsey Town Center, LLC and Community National Bank, City Staff is authorized to terminate the Master Development Agreement and the Parkland and Trail Plan Agreement in accordance with Section 15.3 of the Master Development Agreement.

2. That the Mayor and City Administrator are authorized to sign the attached Termination of Master Development Agreement and the Parkland and Trail Plan Agreement at any time after the date of this Resolution. The Termination of Master Development Agreement and the Parkland and Trail Plan Agreement is not effective and the Master Development Agreement and the Parkland and Trail Plan Agreement are not terminated unless and until the Mayor and City Administrator execute the Termination of Master Development Agreement.

3. That the Parking Improvement Agreement and the Secondary Development Agreements, Allocation Agreements and Escrow Agreements shall not be terminated or otherwise affected by the termination of the Master Development Agreement and the Parkland and Trail Plan Agreement.

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

Mayor Ramsey
Councilmember Elvig
Councilmember Jeffrey
Councilmember Dehen
Councilmember Look
Councilmember McGlone
Councilmember Wise

and the following voted against the same.

None

and the following were absent:

None

and the following abstained

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 23rd day of June, 2009.

Mayor

ATTEST:

City Clerk

CERTIFICATION

State of Minnesota)
)
County of Anoka)
)
City of Ramsey)

I hereby certify that the foregoing Resolution #09-06-135 is a true and correct copy of a resolution to and adopted by the City Council of the City of Ramsey at a meeting thereof held in the City of Ramsey, Minnesota, on the 23rd day of June 2009, as disclosed by the records of said City in my possession.

Dated this the 26th day of June 2009.

City Clerk

(CITY SEAL)

ANOKA COUNTY MINNESOTA

Document No.: 498611.002 TORRENS

I hereby certify that the within instrument was filed in this office for record on: 06/26/2009 3:00:00 PM

Fees/Taxes In the Amount of: $508.00

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

GKE, Deputy

Record ID: 2217114

ANOKA COUNTY MINNESOTA

Document No.: 2008427.001 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on: 06/26/2009 3:00:00 PM

Fees/Taxes In the Amount of: $48.00

MAUREEN J. DEVINE

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

GKE, Deputy

Record ID: 2217150

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

RESOLUTION #13-11-195

RESOLUTION GRANTING REQUEST FROM SOPHIA-RAMSEY, LLC FOR RELEASE FROM ALLOCATION AGREEMENT ON LOTS 1 AND 2, BLOCK 1, RAMSEY TOWN CENTER 3RD ADDITION.

WHEREAS, on September 17, 2003 the City entered into a master development agreement (the "Master Development Agreement" with Ramsey Town Center, LLC; and

WHEREAS, on February 28, 2005 the City approved the First Amendment to the City of Ramsey Master Development Agreement for Ramsey Town Center (the "First Amendment"); and

WHEREAS, on December 22, 2004, the City entered into an allocation agreement (the "Allocation Agreement") with Ramsey Town Center, LLC and RAMDANCE, LLC related to allocation of improvements, sureties, assessments, and other obligations related to the plat entitled Ramsey Town Center Addition (the "Plat") and the Master Development Agreement; and

WHEREAS, on June 25, 2009 the City approved the Termination of Master Development Agreement and Parkland and Trail Plain Agreement; and

WHEREAS, the required improvements, sureties, and other obligations as required by the Agreement have been completed.

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

1) That the City Council hereby certifies that the City has no outstanding assessments that have been levied against the Property pursuant to the Allocation Agreement; and
2) That the City Council hereby certifies that the Property is not otherwise encumbered by any outstanding obligations owed to the City pursuant to the Allocation Agreement; and
3) That the City no longer has the authority to levy assessments against the Property pursuant to the Allocation Agreement as the Master Development Agreement has been terminated.

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 12th day of November 2013.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 13.**

Meeting Date: 11/12/2013

By: Colleen Lasher, Administrative Services

Information

Title

Adopt Resolution #1-11-199 to Accept the City Administrator's Performance Evaluation

Purpose/Background:

The purpose of this case is to accept the City Administrator's annual performance evaluation.

As part of the one year, 360 degree performance evaluation for the City Administrator, direct reports, members of the City Council, several Key Community Partners, and the City Administrator completed electronic performance evaluations. Subsequently, the results were compiled and the Mayor and City Administrator met to discuss the results of the evaluation.

At the City Council meetings held October 15 and 29, 2013, the Council met in closed sessions to conduct an annual performance evaluation of City Administrator Kurt Ulrich, as required by his employment agreement. The sessions were closed pursuant to Minnesota Statutes § 13D.05, subdivision 3(a).

After far-ranging and detailed discussions about the City Administrator position and the interactions of the Administrator with the Council, staff and public, the Council and Mr. Ulrich reviewed the duties, responsibilities, and expectations of the position and established goals of the Administrator in the following areas:

- Community involvement
- Leadership
- Support of the Mayor and Council
- Fiscal management
- Council communications
- Staff development

The Council and City Administrator agreed to review progress toward the established goals in approximately six months.

Observations/Alternatives:

None.

Funding Source:

Not applicable.

Recommendation:

To accept Mr. Kurt Ulrich's annual performance evaluation and review the above listed functions in approximately six months.

Action:

Motion to adopt Resolution #13-11-199 accepting Mr. Kurt Ulrich's performance evaluation for the time period of September 2012 through September 2013 and to review progress toward the established goals in approximately six months.

Attachments

Resolution 13-11-199

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:35 PM
Form Started By: Colleen Lasher		Started On: 11/07/2013 12:54 PM
Final Approval Date: 11/07/2013		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION # 13-11-199

RESOLUTION TO ACCEPT THE CITY ADMINISTRATOR'S PERFORMANCE EVALUATION

WHEREAS, a one year, 360 degree performance evaluation was completed for the City Administrator for September 2012 —September 2013; and

WHEREAS, the City Council and the City Administrator discussed the City Administrator's performance in closed session on October 15 and 29, 2013; and

WHEREAS, after far-ranging and detailed discussions about the City Administrator position and the interactions of the Administrator with the Council, staff and public, the Council and Mr. Ulrich reviewed the duties, responsibilities, and expectations of the position and established goals of the Administrator; and

WHEREAS, the Council and City Administrator agreed to review progress toward the established goals in approximately six months; and

WHEREAS, it was the consensus of the City Council to accept Mr. Ulrich's performance evaluation.

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

Motion to adopt resolution #13-11-199 accepting Mr. Kurt Ulrich's performance evaluation for the time period of September 2012 through September 2013 and to review progress toward the established goals in approximately six months.

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 12th day of November 2013.

CC Regular Session **4. 14.**

Meeting Date: 11/12/2013

Submitted For: Colleen Lasher, Administrative Services

By: Kathy Schmitz, Administrative Services

Information

Title

Report from Personnel Committee - October 15, 2013

Ratify the recommendations of the Personnel Committed with the following actions:
1. Discussion Regarding 2014 Non-union Wages and City Health Insurance Contributions
2. Resolution to Replace the Duties Left Vacant by the Fire Marshal
3. Resolution to Accept a Paid-on-call Firefighter's Resignation

Purpose/Background:

The Personnel Committee met on October 15, 2013 to consider the three cases listed above. The purpose of this report is as follows:

Case 1 of 3: No action needed, this case will come back to the Personnel Committee at another meeting and will include a non-union market wage study and any other new related data that may be available.

Case 2 of 3: No Action needed, this case will be brought back to the Personnel Committee on November 12, 2013, and will appear on the next "Report from the Personnel Committee" -- on the regular agenda, November 12, 2013.

Case 3 of 3: To accept a Paid-on-call Firefighter's Resignation.

Notification:

The Personnel Committee agenda, minutes and resolutions are attached.

Observations/Alternatives:

None.

Funding Source:

Funding Source as stated at the 10-15-13 Personnel Committee meeting; note, cases 1 and 2 were continued to a future Personnel Committee meeting.

Case 1 of 3:
The preliminary 2014 budget has accounted for a 2.5% non-union COLA and the health insurance increases. Note: The difference between a 2% increase and a 2.5% increase is about $6000 per year.

Case 2 of 3:
The anticipated 2014 funding required for this position is approximately $89,346 -- this is only an estimate based on a hiring range of less than a mid-point. The Fire Marshal's position (2014 wages) was budgeted at $104,174.

Case 3 of 3:
No funding source needed.

Recommendation:

Case 1 of 3:
The Personnel Committee recommended that staff bring this case back to the Personnel Committee with a non-union wage market study, along with any newly available wage related data.

Case 2 of 3:
The Personnel Committee recommended that staff bring this case back to the Personnel Committee with options for a more tiered approach and analysis of the options.

Case 3 of 3:
The Personnel Committee motioned to recommend that the City Council accept the resignation of a Paid-on-call Firefighter.

Action:

Case 1 of 3:
Not applicable at this time.

Case 2 of 3:
Not applicable at this time.

Case 3 of 3:
Motion to adopt resolution #13-11-197 confirming the recommendation of the Personnel Committee to accept paid-on-call Firefighter Lance Weatherly's resignation and to recruit for this position at a later date.

Attachments

Resolution 13-11-197
PC Agenda 10-15-13
PC Minutes 10-15-13

Form Review

Inbox	Reviewed By	Date
Colleen Lasher	Colleen Lasher	11/07/2013 10:07 AM
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:09 PM
Form Started By: Kathy Schmitz		Started On: 10/30/2013 01:53 PM
Final Approval Date: 11/07/2013		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION # 13-11-197

RESOLUTION TO ACCEPT A PAID-ON-CALL FIREFIGHTER'S RESIGNATION

WHEREAS, on September 23, 2013, staff received a letter of resignation from paid on-call Firefighter Mr. Lance Weatherly; and

WHEREAS, staff recommends accepting Mr. Weatherly's resignation; and

WHEREAS, staff is not requesting to fill this position at this time.

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

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

Accept Mr Lance Weatherly's resignation as a Paid-on-call Firefighter.

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 12th day of November 2013

City of Ramsey
Agenda
Personnel Committee
Tuesday October 15, 2013
Immediately following City Council Work Session
Lake Itasca Room, 7550 Sunwood Drive NW

1. Call to Order

2. Citizen Input

3. Approve Agenda

4. Approve Minutes

5. Committee Business

0. Discussion Regarding 2014 Non-union Wages and City Health Insurance Contributions

0. Resolution to Replace the Duties Left Vacant by the Fire Marshal

1. Resolution to Accept a Paid-on-call Firefighter's Resignation

6. Adjournment

Personnel Committee

Meeting Date: 10/15/2013

By: Colleen Lasher, Administrative Services

Title:

Discussion Regarding 2014 Non-union Wages and City Health Insurance Contributions

Purpose/Background:

The purpose of this case is to discuss non-union employee' wages and health insurance benefits for 2014 – and to consider the comparison related to the City's unionized employees. This case is a follow-up to discussions that occurred at the July 23, 2013 work-session, case # 2.01 "Overview of 2014 Budget Process." The minutes reflect that Councilmember Tossey asked about the assumption of a 2.5% wage increase for non-union employees. Finance Director Lund stated this (the 2.5% wage adjustment) is preliminary for consideration by the Council (but the union contracts have been approved and need to stay in the budget). As a result, it was the consensus of the Council to refer this item to the Personnel Committee.

As background information, the City currently employs 68 employees, of which 65 employees are benefit eligible. Of the 65 benefit eligible employees, 24 are non-union and 44 are union. Again, this case is specific to the City's 24 non-union employees and the 2014 budget; however, it is important to note that since the union contracts have been settled through 2014 the decisions made regarding the non-union group will have an impact on the City's internal equity and compensation structure.

As of this writing, staff has data from about 18% of the reporting metro area cities that indicate an average non-union wage increase of 2.08% for 2014.

Note: The July 23, 2013 work-session minutes are attached; as well as a summary of the City's wages and health insurance. If additional pending data becomes available prior to the Personnel Committee meeting staff will be prepared to share that information.

Notification:

2014 Settled Contracts -- Related to Wages and Health Insurance:

The City's three unions' (AFSCME, LELS-Patrol, & LELS-Sergeants) labor agreements were settled as follows:

2014 Wages:

LELS Patrol and Sergeants will receive a 2% increase to the 2013 wage schedule, effective on 01-01-14 for Cost of Living Adjustment and 2% increase effective on 07-01-14, for a Market Rate Adjustment.

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

2014 Health Insurance:

Unionized employees will receive the following increase of the employer (the City) contribution over 2013, as follows:

From $1293 to $1358 Family
From $1095 to $1150 Employee/Children
From $1017 to $1068 Employee/Spouse
From $730-746.50 to $767–784 Single
Or to provide cash in lieu of City's insurance contribution of $295 per month.

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

The renewal came in at 13.3% due to additional healthcare reform taxes. Therefore, it is entirely possible that the unions will request a re-opener to discuss the 2014 contributions.

Observations/Alternatives:

Although this case is for discussion only. The Personnel Committee may want to come to a consensus based on the following options:

Option #1: Retain the previously budgeted 2.5% increase in order to have flexibility based on the results of further analysis and receipt of additional pending data and to offer the same health insurance benefit to the non-union group as the unionized groups.

Option #2: Option #1, plus direct staff to perform a League of Minnesota Cities wage study for each non-union position in order to gather position specific market data and then use the remaining 1/2% to increase the position(s) that are too low.

Option#3: Based on discussion.

Comment: In 2012, all staff members, except Department Heads, received a 2% increase -- Department Heads received a 1% increase. This caused an even greater disparity within the compensation structure and the market.

Funding Source:

The preliminary 2014 budget has accounted for a 2.5% non-union COLA and the health insurance increases. Note: The difference between a 2% increase and a 2.5% increase is about $6000 per year. .

Recommendation:

Staffs' recommendation for the 2014 non-union wages is to retain the previously budgeted 2.5% increase in order to have flexibility based on the results of further analyses and receipt of additional pending data.

Staffs' recommendation for the 2014 non-union health insurance is to provide the same benefit as the unionized groups.

Action:

Not applicable at this time - discussion only.

Attachments

07-23-13 Work-Session Minutes

Overview of Wages and Health Insurance

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/10/2013 04:10 PM
Form Started By: Colleen Lasher		Started On: 10/10/2013 12:21 PM
Final Approval Date: 10/10/2013		

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 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

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

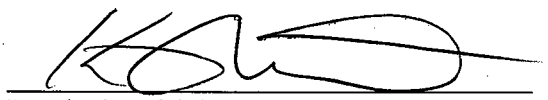
None

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.

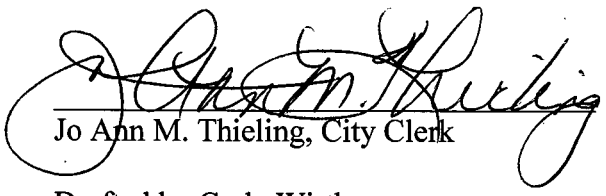
Respectfully submitted,



Kurtis G. Ulrich

City Administrator

ATTEST:



Jo Ann M. Thieling, City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

Wages / Overview of the City's Cost of Living Adjustments (COLA)

The purpose of the COLA is to ensure that purchasing power is not eroded by inflation. Last year, the City Council was provided with the information listed below. Unfortunately, the 2014 data is not yet available and may not be for some time, pending the end of the government shut-down.

In any event, the Social Security Administration (SSA) provides data as it relates to Social Security Income and COLA calculations. (Based on the percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W)) The SSA calculated the COLA for 2013 to be 1.7% and the City gave a 1% COLA to all groups in 2013.

Note: This information has been provided as supporting documentation only and does not imply that the City relies on the SSA for budgeting purposes, or otherwise

For information purposes, a brief COLA history is listed below:

- 2013 1% for all employee groups
- 2012 2% for all employee groups, with the exception of Department Heads at 1%
- 2011 Zero % for all employee groups
- 2010 Zero % for all employee groups
- 2003 to 2009 3% each year for all employee groups

For 2014, the City's preliminary budget for non-union employees has budgeted for a 2.5% wage or cost of living adjustment.

Health Insurance / Overview of the City's Health Insurance

January 2014 marks the beginning of the City's third year with Blue Cross and Blue Shield. The City changed health insurance carriers in 2012 from HealthPartners to Blue Cross and Blue Shield as part of the Local Government Information Systems Consortium (LOGIS). The City' benefited by joining the LOGIS group in many ways, but especially through the guarantee of four years of rate caps as follows: 8 1/2% in 2013, 10% in 2014, 11% in 2015, and 12% in 2016. However, as Healthcare Reform has evolved, there have been some added taxes that have passed on to the health plan and consequently the City. As a result, the 10% rate cap increase for 2014 ended up coming in at 13.3%.

Personnel Committee

Meeting Date: 10/15/2013

By: Dean Kapler, Fire Department

Title:

Resolution to Replace the Duties Left Vacant by the Fire Marshal

Purpose/Background:

Matt Kohner, the City's former Fire Marshal, took a position in the city of Fridley in late September, 2013. Staff is proposing a Deputy Fire Chief as the replacement position, as described in the attached draft job description being brought forward for consideration.

This proposed position will provide back-up for the fire Chief, anticipates the need for succession planning, will assist with the on-going fire service consolidation effort, and is meant to ensure exemplary ongoing fire administration for the community.

In short, the position duties breakdown into operations and code enforcement at a 60/40 split, respectively. The Fire Chief has given this situation a significant amount of thought and he will be on hand at the Personnel Committee meeting to provide additional insight and answer any questions that the Committee may have.

Observations/Alternatives:

Staff feels with this structure, the Department will operate efficiently and effectively both operationally and with code compliance activity. In the near future, if a large amount of inspection/code compliance activity should arise, staff may ask for assistance from either a contracted inspection service or utilize Paid-on-Call staff to fill the need. This position will be paid through the Personnel Services budget of the Fire Department. Due to the fact that Mr. Kohner left the City at the top of his salary range, staff feels there is more than enough room in the 2014 budget to accommodate this request which proactively seeks to fill the position based on the City's public safety needs at this time vs. back-filling inadequately. Hence, it should be noted that this request is to fill the position with a Deputy Fire Chief at a salary range of $30.14 per hour to $37.67 per hour; as compared to that of the Fire Marshal position which was budgeted for $34.56 per hour (2014 rates) or a range of $27.93 per hour to $34.56.

The Fire Chief will be on hand to discuss any potential alternative options that the Committee would like to review.

Funding Source:

The anticipated 2014 funding required for this position is approximately $89,346 -- this is only an estimate based on a hiring range of less than a mid-point. The Fire Marshal's position (2014 wages) was budgeted at $104,174.

Recommendation:

To make a motion, which upon City Council approval, will authorize staff to move ahead with recruiting for a Deputy Fire Chief, posted at the position's full pay scale.

Action:

Motion to approve a resolution, which confirms the recommendation of the Personnel Committee to authorize staff to begin a recruitment for a Deputy Fire Chief, posted at the position's full pay scale.

Attachments

Draft Job Desc

Form Review

Inbox	Reviewed By	Date
Diana Lund	Kathy Schmitz	10/10/2013 03:59 PM
Colleen Lasher	Colleen Lasher	10/10/2013 05:29 PM
Kurt Ulrich	Kurt Ulrich	10/10/2013 05:43 PM
Form Started By: Dean Kapler		Started On: 10/10/2013 02:44 PM
Final Approval Date: 10/10/2013		

CITY OF RAMSEY POSITION ANALYSIS

POSITION TITLE: Deputy Fire Chief

DEPARTMENT: Fire Department

POSITION TITLE OF IMMEDIATE SUPERVISOR: Fire Chief

PRIMARY OBJECTIVE OF POSITION:

Under the general direction of the Fire Chief, the Deputy Chief will respond to emergency incidents and assume any role within the incident command system. The Deputy Chief will also assist with the administration and supervision of the Fire Department, acting as the Fire Official in the Fire Chiefs absence. This position will also assist in reviewing plans and specifications, conduct inspections and follow-up, educates the community on fire safety issues, and participates in the development strategy of the city. The Deputy Chief will also meet the requirements of a firefighter.

RESPONSIBILITIES:

A. Responds to emergency incidents.
B. Assists the Fire Chief in the supervision and direction of the Fire Department Staff.
C. Assumes role of Fire Chief in the absence of the Fire Chief.
D. Assists with enforcement all applicable/adopted fire codes including national, state, city and other related codes.
E. In conjunction with the Building Division, assists in reviewing plans and specification of proposed buildings, systems and/or changes to insure conformance to all applicable codes.
F. Conducts inspections of existing structures and systems to assure compliance of all applicable fire codes including meeting with public, business owners, and others regarding compliance issues.
G. Attends Development Review meetings as required.
H. Assist with developing and managing fire education in the community.

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I. Participates with efforts to consolidate multi-city fire services.
J. Performs a wide range of tasks at the verbal or written direction (within the ability and resources of the Deputy Fire Chief/Fire Marshal) of the Fire Chief and/or City Administrator.

A. Responds to emergency incidents.
    1. Responds to emergencies, must be able to fill in all roles within the Incident Command System.
    2. Meets the requirements of a firefighter.
B. Assists the Fire Chief in the supervision and direction of the Fire Department Staff.
    1. Assist in recruitment and selection activities.
    2. Assist with assessing firefighter performance.
    3. Provide input in the fire officer selection process.
    4. Assist Fire Chief in ensuring work rules and procedures are upheld consistently.
C. Assumes the role of the Fire Official in the Chief's absence.
    1. Fills in all roles both administratively and operational.
D. Assists with enforcement all applicable/adopted fire codes including national, state, city and other related codes.
    Enforces all applicable/adopted fire codes including national, state, city and other related codes.
    1. Through inspections and education, identify, report, notify and correct issues in violation of applicable fire codes.
    2. Make interpretation of issues not specifically covered in the above mentioned codes.
    3. Writes orders of non-compliance of fire and life safety codes.
    4. Along with the City Attorney maintains procedures for non-compliance.
E. In conjunction with the Building Division, assists in reviewing plans and specification of proposed buildings, systems and/or changes to insure conformance to all applicable codes.
    1. Works with Building Official to review plans, specifications and changes. Notes compliance issues and resolves as required.
F. Conducts inspections of existing structures and systems to assure compliance of all applicable fire codes including meeting with public, business owners, and others regarding compliance issues.
G. Attends Development Review meetings as required.
    1. Along with or independent of the Fire Chief, attend meetings to assure fire safety is addressed in new construction and plans.
H. Develops/amends/maintains local policy relating to local and state fire code issues.
I. Participates with efforts to consolidate multi-city fire services.
    1. Participates in fire service consolidation activities.

DRAFT

2. Chairs Code Enforcement consolidation activities.

J. Perform a wide range of tasks at the verbal or written direction (within the ability and resources of the Deputy Fire Chief/Fire Marshal) of the Fire Chief and/or City Administrator.

KNOLLEDGE, SKILLS AND ABILITIES:

- Ability to direct staff at emergency and non-emergency events in such a way to promote effectiveness and safety
- Good interpersonal and customer service skills
- **Ability to maintain a positive professional rapport with city staff, local businesses and** members of the fire department
- Ability to prepare and present technical reports. Also ability to make public presentations at City Council, Planning Commission, and other meetings as directed
- Working knowledge of applicable fire codes, both national, state and city (if appropriate)
- Ability to communicate (in English) effectively both verbally and in writing
- Ability to develop new programs in solving existing or new problems as they arise
- With minimal supervision, ability to work independently as a leader and as a member of a team

MINIMUM QUALIFICATIONS:

- Associate's of degree in Fire Science, Fire Administration or related field (a combination of formal and related education along with experience may be considered)
- Minnesota Certified Fire Officer 1 & 2, Firefighter II
- Minimum of 1 year experience in supervising employees
- Firefighter minimum of 5 years
- Meets requirements of a Ramsey Firefighter
- Fire and/or Building Inspection certificate

DESIREABLE QUALIFICATIONS:

- Bachelor's degree in Fire Science, Fire Administration or related field
- Formal leadership training in the Fire Service field

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Personnel Committee

Meeting Date: 10/15/2013

By: Colleen Lasher, Administrative Services

Title:

Resolution to Accept a Paid-on-call Firefighter's Resignation

Purpose/Background:

Ramsey Fire Department responds from 3 different fire stations. Station #1 is located at 15050 Armstrong Blvd, Station #2 at 15153 Nowthen Blvd and Station #3 at 19800 Nowthen Blvd in Nowthen. With its 50+ Firefighters, Ramsey Fire provides emergency services for Ramsey and Nowthen.

On September 23, 2013, staff received a letter of resignation from paid-on-call Firefighter Mr. Lance Weatherly. Mr. Weatherly has served out of station #1 since late 2006; but has moved out of the City and therefore cannot continue with the Department. The Fire Chief is not requesting to fill this position at this time.

Observations/Alternatives:

None

Funding Source:

To accept the resignation of Mr. Lance Weatherly and to recruit for this position at a later date.

Recommendation:

There is no funding required for this action.

Action:

Motion to recommend City Council adopt a resolution confirming the recommendation of the Personnel Committee to accept paid-on-call Firefighter Lance Weatherly's resignation and to recruit for this position at a later date.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/10/2013 03:47 PM
Form Started By: Colleen Lasher		Started On: 10/08/2013 03:40 PM
Final Approval Date: 10/10/2013		

PERSONNEL COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Personnel Committee conducted a regular meeting on Tuesday, October 15, 2013, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jason Tossey
Councilmember Randy Backous
Councilmember Mark Kuzma

Also Present: City Administrator Kurtis Ulrich
Human Resources Manager Colleen Lasher
Fire Chief Dean Kapler
Parks and Assistant Public Works Superintendent Mark Riverblood
Public Works Superintendent Grant Riemer
City Engineer Bruce Westby
Development Services Manager Timothy Gladhill
Mayor Sarah Strommen (Alternate)
Councilmember Jill Johns
Councilmember John LeTourneau
Councilmember Chris Riley

1. CALL TO ORDER

Chairperson Tossey called the regular meeting of the Personnel Committee to order at 6:27 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

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

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma. Voting No: None.

4. COMMITTEE BUSINESS

4.01: Discussion Regarding 2014 Non-union Wages and City Health Insurance Contributions

Human Resources Manager Lasher reviewed the staff report, noting the City has 68 employees, of which 65 are benefit eligible. Of those 68, 24 are non-union and 44 are union. The purpose of this case is to discuss non-union employee's wages and health insurance benefits for 2014 and to consider a comparison related to the City's unionized employees. It was noted that since the union contracts have been settled through 2014, the decisions made regarding the non-union group will have an impact on the City's internal equity and compensation structure. She advised that staff has data from about 18% of the reporting metro area cities indicating an average, non-union wage increase of 2.08% for 2014. Human Resources Manager Lasher reviewed terms of the 2014 settled contracts (wages and health insurance) (AFSCME, LELS-Patrol, and LELS-Sergeants). She presented three options for the Committee's consideration and further discussion:

Option #1: Retain the previously budgeted 2.5% increase in order to have flexibility based on the results of further analysis and receipt of additional pending data and to offer the same health insurance benefit to the non-union group as the unionized groups.
Option #2: Option #1 plus direct staff to perform a League of Minnesota Cities wage study for each non-union position in order to gather position specific market data and then use the remaining .5% to increase the position(s) that are too low.
Option #3: Based on discussion.

Human Resources Manager Lasher stated staff recommends Option #1, noting this will allow flexibility and time to learn what the Consumer Price Index and market are doing. She noted that in 2012, Department Heads received a 1% increase and all other staff members received a 2% increase, causing an even greater disparity within the compensation structure and market. It was noted the preliminary 2014 budget has accounted for a 2.5% non-union COLA and health insurance increases. The difference between a 2% increase and a 2.5% increase is about $6,000 per year. She stated there may be an issue coming forward relating to comparable market wages.

Councilmember Backous asked if a League of Minnesota Cities study is done each year and if it has been done for 2014.

Human Resources Manager Lasher stated it is done yearly and already completed for 2013.

Councilmember Backous asked how the City rated and stated his preference to consider what the market bears and compete for talent in that way.

Human Resources Manager Lasher stated the unionized groups are where they need to be. She stated she has analyzed two-thirds of the non-union positions and found the City is at market or below, but none are over market rate.

City Administrator Ulrich stated if the Personnel Committee wants to keep COLA low and distribute funds to address market efficiencies, staff can present that option at a future meeting.

Councilmember Backous stated the market is the City's market and if the City is retaining employees, it is doing a good job. He noted Ramsey is unique and not the same as other cities in all aspects. He stated he has previously done salary surveys and they do identify if there are major discrepancies.

Chairperson Tossey stated he has yet to see an employee leave because of a 1% or 2% discrepancy. He stated the non-union positions are generally the highest paid positions in the City, and he believes this is not the time to consider a raise for the City's highest paid employees. Chairperson Tossey supported taking the time to do a market analysis and then consider adjustments, if justified, on a case-by-case basis.

Councilmember Kuzma asked who is considered non-union.

City Administrator Ulrich stated it is department heads and confidential employees who work with union negotiations such as Human Resources Manager Lasher.

Human Resources Manager Lasher stated, typically staff members who attend Council meetings would be non-union as well as liaisons to Boards and Commissions. She described the positions comprised in the union groups and stated she will provide a list that identifies non-union positions.

Councilmember Kuzma stated support for a comparison study.

City Administrator Ulrich stated if the unions get a percentage and the non-union do not, it will be an issue.

Councilmember Backous stated the union is the union and those contracts were negotiated so he does not find it to be a perception issue.

Chairperson Tossey stated handing out 2.5% increases to the City's highest paid employees while asking residents to pay for roads is the perception issue he is concerned about.

Human Resources Manager Lasher stated it was clear that the Council wanted to focus on retention and higher-level positions are specialized, leading the non-union groups.

Chairperson Tossey reviewed increases made within the Police Department and the issue of whether salaries are equitable, which he is not buying, because the Council takes it up on a case-by-case basis if there is a disparity.

City Administrator Ulrich stated most non-union employees are exempt and do not qualify for overtime and work extra hours. The union settlements were broken down into cost of living and market rate adjustment. He stated staff will do additional research relating to market rates.

Chairperson Tossey asked how many were told they had to leave the union to take a promotion, noting none were forced and did so voluntarily. He did not think it was fair to ask the public for more tax dollars to raise the salaries of the City's highest paid employees unless there is a big disparity

Councilmember Kuzma stated those management positions that are paid higher than union positions include the function of management, and that is where the comparable will come in.

Councilmember Backous stated some private companies have put a moratorium on higher paid positions. He noted other positions have been added to ease the burden and there are other work factors than the pay. Councilmember Backous stated if the City offers market or near market salaries and the employees are happy in their environment, they will stay. He stated the analysis has to compare like positions to like positions and it is the responsibility of the Council to determine the fair market value for each position.

Chairperson Tossey agreed and stated there is a need to compare apples-to-apples and population alone is not an indicator.

Human Resources Manager Lasher stated the League of Minnesota Cities has upgraded its salary survey so there are more factors considered than previously. She stated she will attempt to get the comparison as close to "apples-to-apples" as possible.

It was the consensus of the Personnel Committee to ask staff to complete a wage study and market survey for each non-union position so the City's non-union salaries can be compared with market rates.

4.02: Resolution to Replace the Duties Left Vacant by the Fire Marshal

Human Resources Manager Lasher reviewed the staff report and recommendation to authorize staff to move ahead with recruiting a Deputy Fire Chief posted at the position's full pay scale of $30.14 per hour to $37.67 per hour. The proposed position will provide back up for the Fire Chief, anticipates the need for succession planning, will assist with the on-going fire service consolidation effort, and is meant to ensure exemplary ongoing fire administration for the community. She noted the Fire Marshal's position in 2014 wages was budgeted for $102,988 and anticipated funding for this position is approximately $89,346.

Fire Chief Kapler stated the consolidation effort will take a lot of work and he would like this position to be part of that, which will have a direct reflection on its success. He stated the breakdown into operations and code enforcement at a 60/40 split is not far from where it was before and there is need for flexibility in this job description because he does not see a lot of full-time positions in the future.

Councilmember Backous stated he understands Fire Marshal Kohner's resignation resulted in a big loss. He asked if there were existing long-term employees that could be utilized for operations as a back up and whether the 40% of Code Enforcements/Inspection Services could be contracted.

Fire Chief Kapler stated this will be the #2 position and it is important to recognize that a strong structure is needed. He stated he selected the Deputy Fire Chief title because some duties will go along with that position and put an emphasis that it is the #2 position. He stated the current people work during the day and as a City, the majority of fire calls are also during the day.

Chairperson Tossey asked how many structure fires there were.

Fire Chief Kapler stated last year there were 14-15 structure fires.

Chairperson Tossey stated he has a hard time considering a full-time Deputy Chief position for a City of this size, especially with its economic problems. He felt there was opportunity for a Fire Inspector being a #2 position and was concerned that a Deputy Chief may garner a higher pay. He noted Fire Chief Kapler is very active and attends many meetings, which is great, but some of those commitments could be downsized somewhat.

Councilmember Backous stated he is not saying this is not an important position but agrees there are budget issues and the City is also asking residents to fund a street improvement program. He stated Ramsey is reaching out to other communities for shared fire services, which he supports, but does not know if Ramsey is getting back an adequate amount to cover the costs for the additional tasks. Councilmember Backous stated if there is more burden on City staff and additional costs with shared services that is not reimbursed, he does not want to be part of it. Rather, he supported joined services and cutting costs.

Fire Chief Kapler stated he does not know if a good gauge is the number of structure fires because the Code enforcement and fire prevention results in people not spending money to repair their homes, which is huge. He believed fire prevention should be #1 on the list. He stated administrators are looking at the shared services cost analysis and the effort expended by staff to get it to this point is not being recouped.

Councilmember Backous stated if Ramsey is adding staff to cover the burden for joint fire services then either the other cities need to make enough reimbursement to cover those costs, or Ramsey should get out of it.

Fire Chief Kapler stated a lot of the questions related to costs are included in the consultant's report and it contains good information to determine if shared services is a good idea. He stated after reviewing that study, he thinks there will be an improvement in services and in the long term, reduction in costs.

City Administrator Ulrich stated there was originally five cities considering shared services with Ramsey. Then Oak Grove dropped out so it is now at four cities. He explained there is anticipation that administration costs of the joint venture will be shared, though the exact numbers are not yet known. He stated he and Fire Chief Kapler will work on that organization for shared equipment. City Administrator Ulrich agreed that Ramsey has the highest costs because it has the biggest Department and population to serve and as the model is expanded for shared services, all will contribute toward those costs. He believed there was the option to share

this position in the future but it is critical to hire in the start up phase of shared services, and also addresses succession planning for this larger entity if it comes about, and to have the employee feel comfortable in providing leadership. City Administrator Ulrich stated there are alternatives, such as a lower level position to grow into this position over time but that is not the preference. He explained if there is a new Department in two years, they want an employee with those skills and abilities at this point. He asked if there may be the opportunity to contract out some of the fire inspection work for neighboring communities to recoup some of the costs.

Chairperson Tossey asked if that was done with Fire Marshal Kohner.

Fire Chief Kapler stated the only one contracted out was with Nowthen under that JPA.

Chairperson Tossey stated if not done previously, he does not think it will be done in the future. He stated he attended the consultant presentation and heard about shared services. The consultant said overall, it makes sense to have some shared services in the area of fire prevention and training but not in sharing rigs. Chairperson Tossey stated he has no desire to fill a position that may never come to fruition and would prefer a fire prevention position.

Councilmember Kuzma asked what the difference in salary is between the two positions.

Human Resources Manager Lasher stated the Deputy Fire Marshal range is $30.14 per hour to $37.67 per hour as compared to that of the Fire Marshal range of $27.93 per hour to $34.56 per hour. She stated she read three or four area fire chief's recommendations regarding this position and advised that all recommended asking to hire two people, a Deputy Fire Chief and a Fire Inspector. She noted that Chief Kapler had scaled down the request considerably.

Chairperson Tossey stated he does not support staff's recommendation to hire a Deputy Fire Chief but would be willing to discuss lowering the position classification.

Fire Chief Kapler stated the recommendation he presented was his vision of what is best for the Fire Department. But if this does not have a chance, he absolutely would recommend covering what needs to be covered today. He stated part of his job is to predict the community's future needs (buildings and services) and this is his idea of a snapshot of the future in what the community needs. Fire Chief Kapler stated he does not want to lose services the City is already providing.

Councilmember Backous stated he was going to ask what was the most important in this position, and Fire Chief Kapler had previously mentioned the most important aspect is fire prevention. He asked if that service can be contracted instead of hiring an employee. He stated if the shared services agreement evolves, that position would be an easy one to share and quantify the cost to the communities.

Fire Chief Kapler stated it can be contracted out and the City needs to look at efficiencies. He noted new construction inspections are picking up as well as other administrative functions.

Councilmember Backous asked whether the Fire Department can draw on the talents of current employees to pick up the slack on operational functions. He stated he likes the idea of contracting for fire inspections because then the City can hire to the level needed.

Fire Chief Kapler stated the operational functions occur during the day and the experienced people work during the day so he will have no luck finding a current person to handle operational functions. He stated these functions can occur any day of the week and that is the advantage of a flexible position instead of a contractor that is rigid.

Councilmember Backous asked what the Fire Department can live without, as he would like to find a compromise. He stated this is not a good time to add a $100,000 cost.

Fire Chief Kapler noted this is not a request to add anything, but to replace a full-time position. He stated a Fire Inspector/Building Inspector was brought on and with the activity, went to a Fire Inspector, and then as the employee's abilities grew became a Fire Marshal. The same happened with Mr. Kohner.

Chairperson Tossey stated it would add $15,000 in salary if a Deputy Fire Chief position is hired. He stated he is not comfortable paying the new replacement position more than was received by the person in the position previously. He stated residents spoke last week and told the City to stop spending money. Chairperson Tossey stated he understands the need to fund critical services but he does not want to replace the previous position with someone being paid more. He asked if there was support to restructure this position or bring it before the full Council.

Fire Chief Kapler stated he has heard the comments of the Personnel Committee loud and clear and suggested he and Human Resources Manager Lasher come up with an alternate recommendation.

Councilmember Kuzma asked if this position being on staff affects the insurance rates of the homeowner.

Fire Chief Kapler stated it does but is part of a long and complex formula.

Councilmember Backous stated as an insurance agent, rates are based on having a fire hydrant within 1,000 feet, a Fire Station within so many miles, and the type of structure of the house.

Fire Chief Kapler described the other items that are factored into the formula.

City Administrator Ulrich stated the issue is the ISO rating and described how it is determined.

Councilmember Kuzma stated support for the Fire Chief to consider other alternatives that address the funding concerns.

Councilmember Backous stated he understands the request but in all requests impacting the budget, he wants to hear what is needed, not what is wanted.

Fire Chief Kapler stated he will return with a tiered approach that includes options.

Councilmember Kuzma agreed with the importance of succession planning so the #2 position is ready at the time Fire Chief Kapler retires.

Councilmember Backous stated it may be that another City's Fire Department is training that #2 person who will replace Fire Chief Kapler when he retires.

Chairperson Tossey stated the Council will select the replacement for the Fire Chief, and it may not be the #2 person, and it may be someone from outside of the Department.

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to postpone consideration of the recruitment for a Deputy Fire Chief position and ask Fire Chief Kapler and Human Resources Manager Lasher to develop other options that includes a tiered approach.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma. Voting No: None.

4.03: Resolution to Accept a Paid-on-call Firefighter's Resignation

Human Resources Manager Lasher reviewed the staff report and recommendation to accept the resignation from paid-on-call Firefighter Lance Weatherly as he has moved out of the City. It was noted the Fire Chief is not requesting to fill this position at this time.

Motion by Councilmember Backous, seconded by Councilmember Kuzma, to recommend that the City Council confirm the recommendation of the Personnel Committee and accept paid-on-call Firefighter Lance Weatherly's resignation and to recruit for this position at a later date.

Motion carried. Voting Yes: Chairperson Tossey, Councilmembers Backous and Kuzma. Voting No: None.

ADJOURNMENT

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

Motion carried.

The regular meeting of the Personnel Committee adjourned at 7:29 p.m.

Respectfully submitted,

Colleen Lasher
Human Resources Manager

ATTEST:

Jo Ann M. Thieling, City Clerk

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **4. 15.**

Meeting Date: 11/12/2013

Submitted For: Grant Riemer, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Information

Title

Report from Public Works Committee.
1. Consider Stop Sign Request for Potassium Street and 143rd Circle: Ratify the recommendation of the Public Works Committee to recommend that City Council deny the request for the installation of a stop sign at the intersection of Potassium Street and 143rd Circle as it does not meet warrants.
2. Clarify Policy for Traffic Control on Modification Intersections: Ratify the recommendation of the Public Works Committee to recommend City Council clarify Policy for traffic control on modified intersections by approving Alternative #1: Follow the traffic engineer's plan for development (if available); and, Alternative #2: Staff initiate the traffic study and follow the warrant recommendations in the Manual on Uniform Traffic Control Devices (MUTCD) as a fall back alternative.

Purpose/Background:

The Public Works Committee held its regular meeting on October 15, 2013 and discussed the following two cases.

5:01: Consider Stop Sign Request for Potassium Street and 143rd Circle

Public Works Superintendent Riemer reviewed the staff report and petitioned request from residents living near the intersection of Potassium Street and 143rd Circle for a stop sign at that intersection. City policy requires five signatures from property owners within 500 feet of the traffic control modification and the petition as submitted did meet that criterion. Public Works Superintendent Riemer presented statistics relating to traffic counts, accident history, and warrants for stop signs. He stated staff feels this intersection does not warrant a stop sign at this time based on documented traffic volumes and accident history. Staff recommends the Public Works Committee deny the request for the installation of a stop sign at the intersection of Potassium Street and 143rd Circle.

Motion to recommend that City Council deny the request for the installation of a stop sign at the intersection of Potassium Street and 143rd Circle as it does not meet warrants.

5:02: Clarify Policy for Traffic Control on Modified Intersections

Public Works Superintendent Riemer explained the purpose of this case is to clarify City policy for the installation of traffic control devices on an intersection that has been modified by adjacent development. It was noted that with the Seasons of Ramsey townhome development nearing completion traffic patterns will be changed at two existing intersections: Town Center Drive and 147th Lane on the west; and, Rhinestone street and 147th Lane on the east.

Three alternatives were presented for consideration:
Alternative #1: Follow the traffic engineer's plan for development (if available).
Alternative #2: Staff initiate the traffic study and follow the warrant recommendations in the Manual on Uniform Traffic Control Devices (MUTCD).
Alternative #3: Wait for residents to request traffic control and follow the City's current policy.

The current Policy is to require a petition from the surrounding area before the City initiates a traffic study. Staff is requesting direction on what criteria should be used under these circumstances. Staff supports Alternative #1 with

Alternative #2 as a fall back alternative.

Motion to recommend that the City Council clarify Policy for traffic control on modified intersections by approving Alternative #1: Follow the traffic engineer's plan for development (if available); and, Alternative #2: Staff initiate the traffic study and follow the warrant recommendations in the Manual on Uniform Traffic Control Devices (MUTCD) as a fall back alternative.

Recommendation:

Staff recommends ratifying the recommendation of the Public Works Committee.

Action:

Motion to ratify the recommendation of the Public Works Committee.

Attachments

Agenda

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	11/06/2013 09:28 AM
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:46 PM
Form Started By: MaryJo Warner		Started On: 11/04/2013 10:12 AM
Final Approval Date: 11/07/2013		

City of Ramsey
Agenda
Public Works Committee
Tuesday October 15, 2013
Immediately Following Personnel Committee
Lake Itasca Room, 7550 Sunwood Drive NW

1. Call to Order

2. Citizen Input

3. Approve Agenda

4. Approve Minutes

1. Approve September 17, 2013 meeting minutes.

5. Committee Business

1. Consider Stop Sign Request for Potassium St and 143rd Circle

2. Clarify Policy for Traffic Control on Modified Intersections

6. Committee/Staff Input

7. Adjournment

Public Works Committee **4. 1.**

Meeting Date: 10/15/2013
Submitted For: Grant Riemer, Engineering/Public Works
By: MaryJo Warner, Engineering/Public Works

Title:
Approve September 17, 2013 meeting minutes.

Purpose/Background:
To review and approve the attached meeting minutes from the previous Public Works Committee meeting.

Timeframe:
5 minutes.

Observations/Alternatives:
Mary Jo Warner and Grant Riemer

Funding Source:
n/a

Recommendation:
To approve meeting minutes.

Action:
To have final approved meeting minutes on file in permanent records.

Attachments

Minutes

Form Review

Inbox	Reviewed By	Date
Grant Riemer	MaryJo Warner	10/10/2013 02:14 PM
Kurt Ulrich	Kurt Ulrich	10/10/2013 03:45 PM
Form Started By: MaryJo Warner		Started On: 10/08/2013 08:26 AM
Final Approval Date: 10/10/2013		

PUBLIC WORKS COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Public Works Committee conducted a regular meeting on Tuesday, September 17, 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
Human Resources Manager Colleen Lasher
Public Works Utility Supervisor John Nelson

1. CALL TO ORDER

Chairperson Backous called the regular meeting of the Public Works Committee to order at 5:50 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

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

Motion carried. Voting Yes: Chairperson Backous, Councilmembers Kuzma and Riley. Voting No: None.

4. APPROVE MINUTES

4.01: Approve July 16, 2013, Meeting Minutes

Motion by Councilmember Riley, seconded by Councilmember Kuzma, to approve the following minutes:

Regular Meeting Minutes dated July 16, 2013

Motion carried. Voting Yes: Chairperson Backous, Councilmembers Riley and Kuzma. Voting No: None.

5. COMMITTEE BUSINESS

5.01: Consider Allowing the Use of High Density Polyethylene Pipe for Water Service Line

Public Works Superintendent Riemer reviewed the staff report and recommendation the City Council amend City Code Section 58-113(a) to allow the use of High Density Polyethylene (HDPE) pipe in lieu of soft copper for water service lines from the curb stop to the residence. He reviewed the benefits of using HDPE including lower cost, less likelihood of theft, and ease of splicing. He indicated HDPE has a longer life than cooper and involves no health risks. Public Works Superintendent Riemer explained that cooper will still be used from the main to the curb stop for ease of locating.

Councilmember Riley asked if there is any argument to not use HDPE.

Public Works Superintendent Riemer stated he cannot think of one, noting it saves contractors thousands of dollars. He stated it will be wrapped with 12-gauge wire so it can be located.

Councilmember Kuzma stated his question was how long it would last and staff has indicated 100 years or longer, which is a longer life than copper.

Motion by Councilmember Riley, seconded by Councilmember Kuzma, to recommend that the City Council amend City Code Section 58-113(a) to allow the use of High Density Polyethylene (HDPE) pipe in lieu of soft copper for water service lines from the curb stop to the residence.

Motion carried. Voting Yes: Chairperson Backous, Councilmembers Riley and Kuzma. Voting No: None.

6. COMMITTEE / STAFF INPUT

6.01: Signal Timing on Highway 10 Corridor

Public Works Superintendent Riemer provided a traffic simulation of Highway 10 and its intersections at Ramsey Boulevard NW, Armstrong Boulevard NW, Sunfish Lake Boulevard, Main Street, Fairoak Avenue, and Thurston Avenue that was developed based on traffic counts. He reviewed the staff report and response of Kevin Schwartz of Mn/DOT indicating a limited number of cars are allowed to enter the Highway corridor from intersecting roads because the corridor is over capacity and any changes to the timing at one signal effects the traffic volumes on the whole corridor.

Chairperson Backous asked why traffic timing is not changed in Big Lake and/or Elk River to allow Ramsey traffic to access Highway 10 more quickly, noting the wait can be over six minutes.

Public Works Superintendent Riemer advised that Mn/DOT has hired a consultant to study the signal timing on Highway 10 to see if any improvement could be made. But if changes are made, it is most likely to be during non-rush hour periods.

Chairperson Backous stated it appears Mn/DOT is saying they cannot do anything.

Public Works Superintendent Riemer stated the road is over capacity and needs to be improved.

Chairperson Backous stated he thinks something can be done farther west in Elk River or beyond.

Informational; no action required.

6.02: 2013 Public Works Department Operations and Staffing Survey Results

Public Works Superintendent Riemer reviewed the staff report and presented survey results of neighboring communities relating to Public Works staffing levels. He stated Ramsey is operating at the top with efficiencies and staff is not currently working over-time hours.

Chairperson Backous stated this survey does not taking into account work of prisoners or contractor services so it is difficult to compare "apples to apples."

Public Works Superintendent completed presentation of the survey results and indicated it has become difficult for Ramsey to find people for fall seasonal work.

Human Resources Manager Lasher agreed and stated it will continue to be a challenge.

Councilmember Riley complemented staff for running a lean operation.

Public Works Utility Supervisor Nelson commented on the high water use during summer months.

Chairperson Backous asked Public Works Superintendent Riemer if he will be asking to hire additional staff.

Public Works Superintendent Riemer stated the 2014 budget includes hiring a Utility Operator so that position will be brought forward. He commented that some residents want to live on dirt roads of a rural design.

Chairperson Backous asked about the cost to maintain gravel roads.

Public Works Superintendent Riemer stated gravel roads may not be more costly to maintain but the City receives more complaints relating to dust during summer months.

Chairperson Backous congratulated Public Works Superintendent Reimer for making it work with a lean level of staffing.

Informational; no action required.

Public Works Superintendent Riemer answered questions of the Committee relating to the condition and rating of several roads.

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 6:11 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: 10/15/2013
Submitted For: Grant Riemer, Engineering/Public Works
By: Grant Riemer, Engineering/Public Works

Title:
Consider Stop Sign Request for Potassium St and 143rd Circle

Purpose/Background:
The purpose of this case is to consider the installation of stop sign at the intersection of Potassium St and 143rd Circle

Timeframe:
15 Minutes

Observations/Alternatives:
On September 24,2013 the City of Ramsey received a petition from residents living near the intersection of Potassium St and 143rd Circle requesting a stop sign at that intersection. City policy requires 5 signatures from property owners within 500 feet of the traffic control modification. That criteria has been met. Normal procedure after the petition is received and verified is to check for sight line obstructions, take 48 hour traffic counts to establish a 24 hour average and request accident history from the Ramsey police department for the intersection. That information is as follows:
Traffic Counts
Potassium St north of 143rd Circle-548 cars/24 hours
143rd Circle west of Potassium St-116 cars/24 hours
143rd Circle east of Potassium St-598 cars/24 hours
Peak hour traffic-42 cars

Accident history
2 accidents have been recorded for this intersection. In 2007 two cars slid into each other in a newly fallen snow. In 2011 a car south bound on Potassium St cut the corner short and struck a car west bound on 143rd Circle.
Sight line obstructions-staff found sight lines to be clear in all directions

Warrants for stop signs-The MUTCD (Manual on Uniform Traffic Control Devices) states that a Stop sign may be warranted at an intersection where one or more of the following conditions exist:
1. Intersection of a less important road with a main road where the application of the normal right of way rule is unduly hazardous.
2. Street entering a through highway or street.
3. Unsignalized intersection in a signalized area
4. Other intersections where a combination of high speed, restricted view, and serious accident record indicate a need for control by the Stop sign.

Staff feels that the intersection does not warrant a stop sign at this time, because of the documented traffic volumes and accident history.

Funding Source:
General Fund Budget cost center 0260

Recommendation:

Staff recommendation is that the Public Works Committee deny the request for the installation of a Stop sign at the intersection of Potassium St and 143rd Circle

Action:

Motion to accept staff recommendation and forward on to council for approval or
Motion to reject staff recommendation and choose an alternative based on committee discussion

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Attachments

Petition

Location Map

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/10/2013 03:45 PM
Form Started By: Grant Riemer		Started On: 10/07/2013 02:02 PM
Final Approval Date: 10/10/2013		

RECEIVED
SEP 17 2013
BY: 1145pm

July 19, 2013

Ramsey City Council
7550 Sunwood Dr NW
Ramsey, MN 55303

Request a STOP sign petition for the intersection of Potassium St NW and 143rd Circle NW

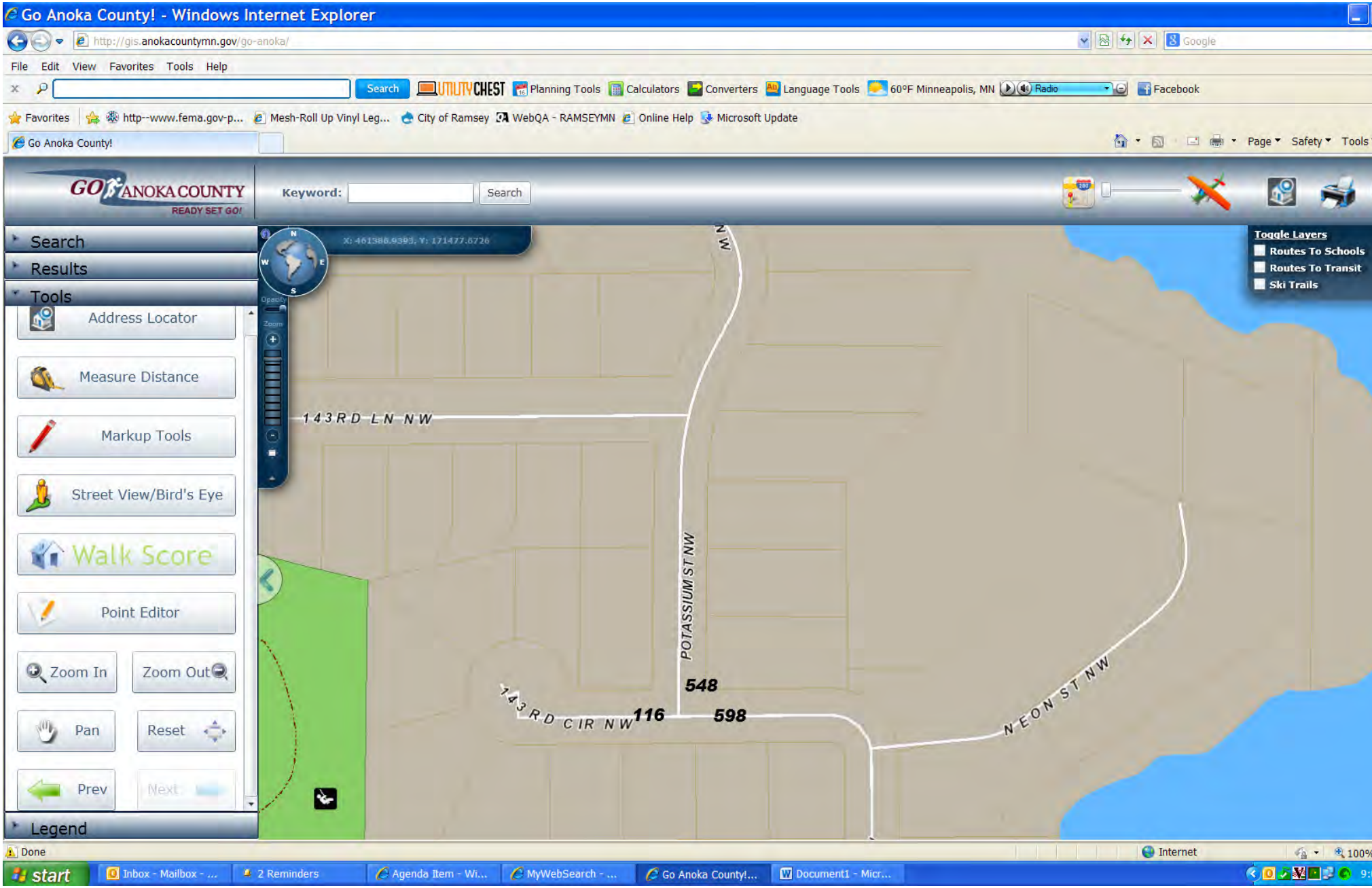
Dear Mayor and Council, everyday the persons who live on 143rd Circle and those near this intersection have close encounters with drivers who fail to yield the right of way to us who are traveling on 143rd Circle. If it were not for us homeowners in this area collisions would occur daily. Drivers cut in front of us, they cut the corner into oncoming traffic and have a total disregard for the right of way laws.

We are asking for a sign to be placed at this very busy corner so every day we do not have to question "is today the day that I get hit" we look around at several intersections in the area that have 3 or 4 STOP signs who intersections are the same as ours. We realize that there is a 4 way Stop up the road on 143rd Lane. However this does us no good the intersection of Potassium and 143rd Circle.

Contact person for this petition is James Singewald 763-213-9311

Residents:

James Singewald 5950 143rd Cir NW
Mike Kennedy 5961 143rd Cir NW
Lisa Kennedy 5961 143rd Circle NW
Melynda Anderson 14341 Potassium St NW
Jeff Anderson 14341 Potassium St NW
Steve Collins 5920 143rd Circle NW
Matt Colvin 5870 143rd Circle NW
Ryan Beaver 5910 143rd Circle NW
Michell Botko 14299 Neon Street Ramsey
Francis Botko 14299 Neon Street Ramsey
Wade Langhorst 5971 143rd Cir NW Ramsey
Jake Cabold 5951 143rd Cir NW Ramsey
CASEY RABOLD 5951 143RD CIR NW RAMSEY
Mitch Singewald 5950 143rd Cir NW Ramsey
Robert Wallace 5941 143rd Circle N.W. Ramsey, Mn.
Pete Wallace 5941 143rd Cir. NW Ramsey, MN
Martina Wallace 5941-143rd Circle NW Ramsey, MN
Margaret Wallace 5941 143rd CIRCLE NW Ramsey, MN
Joe Wallace 5941 143rd circle nw Ramsey MN
Melissa Beaver 5910 143rd Circle NW Ramsey MN
Larry & Bernice Hale 5960 143rd Cir NW. Ramsey MN 55303


Go Anoka County! - Windows Internet Explorer
http://gis.anokacountymn.gov/go-anoka/
File Edit View Favorites Tools Help
Search
Planning Tools
Calculators
Converters
Language Tools
60°F Minneapolis, MN
Radio
Facebook
Favorites
Mesh-Roll Up Vinyl Leg...
City of Ramsey
WebQA - RAMSEYMN
Online Help
Microsoft Update
Go Anoka County!
Page
Safety
Tools
GO ANOKA COUNTY
READY SET GO!
Keyword:
Search
Search
Results
Tools
Address Locator
Measure Distance
Markup Tools
Street View/Bird's Eye
Walk Score
Point Editor
Zoom In
Zoom Out
Pan
Reset
Prev
Next
Legend
X: 461386.9393, Y: 171477.6726
Toggle Layers
Routes To Schools
Routes To Transit
Ski Trails
143RD LN NW
POTASSIUM ST NW
143RD CIR NW
548
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Go Anoka County!...
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Public Works Committee **5. 2.**

Meeting Date: 10/15/2013

By: Grant Riemer, Engineering/Public Works

Title:

Clarify Policy for Traffic Control on Modified Intersections

Purpose/Background:

The purpose of this case is to clarify our policy for the installation of traffic control devices on an intersection that has been modified by adjacent development. With the Seasons of Ramsey town home development nearing completion traffic patterns will be changed on two existing intersections. Town Center Drive and 147th Lane on the west and Rhinestone St and 147th Lane on the east. Both of these intersections have been basically 90 degree turns since the area was developed, with no conflicting traffic movements. As development increases in future years this scenario will play out numerous times throughout the city. Staff is seeking direction on what criteria should be used in under these circumstances. Under our current policy we require a petition from the surrounding area before we initiate a traffic study and give a recommendation.

Timeframe:

15 Minutes

Observations/Alternatives:

Alternative #1 Follow the traffic engineer's plan for development (if available)
Alternative #2 Staff initiate the traffic study and follow the warrant recommendations in the MUTCD (Manual on Uniform Traffic Control Devices)
Alternative#3 Wait for the residents to request traffic control and follow our current policy.

Funding Source:

General Fund Budget-Cost Center 0260 (Traffic Engineering)

Recommendation:

Staff recommends alternative #1 Follow the traffic engineer's plan for development if provided. Staff recommends alternative #2 as a fall back alternative-Staff initiate the traffic study and follow the warrant recommendations in the MUTCD (Manual on Uniform Traffic Control Devices)

Action:

Motion to accept staff recommendation and forward on to council for approval or
Motion to reject staff recommendation and choose an alternative based on committee discussion

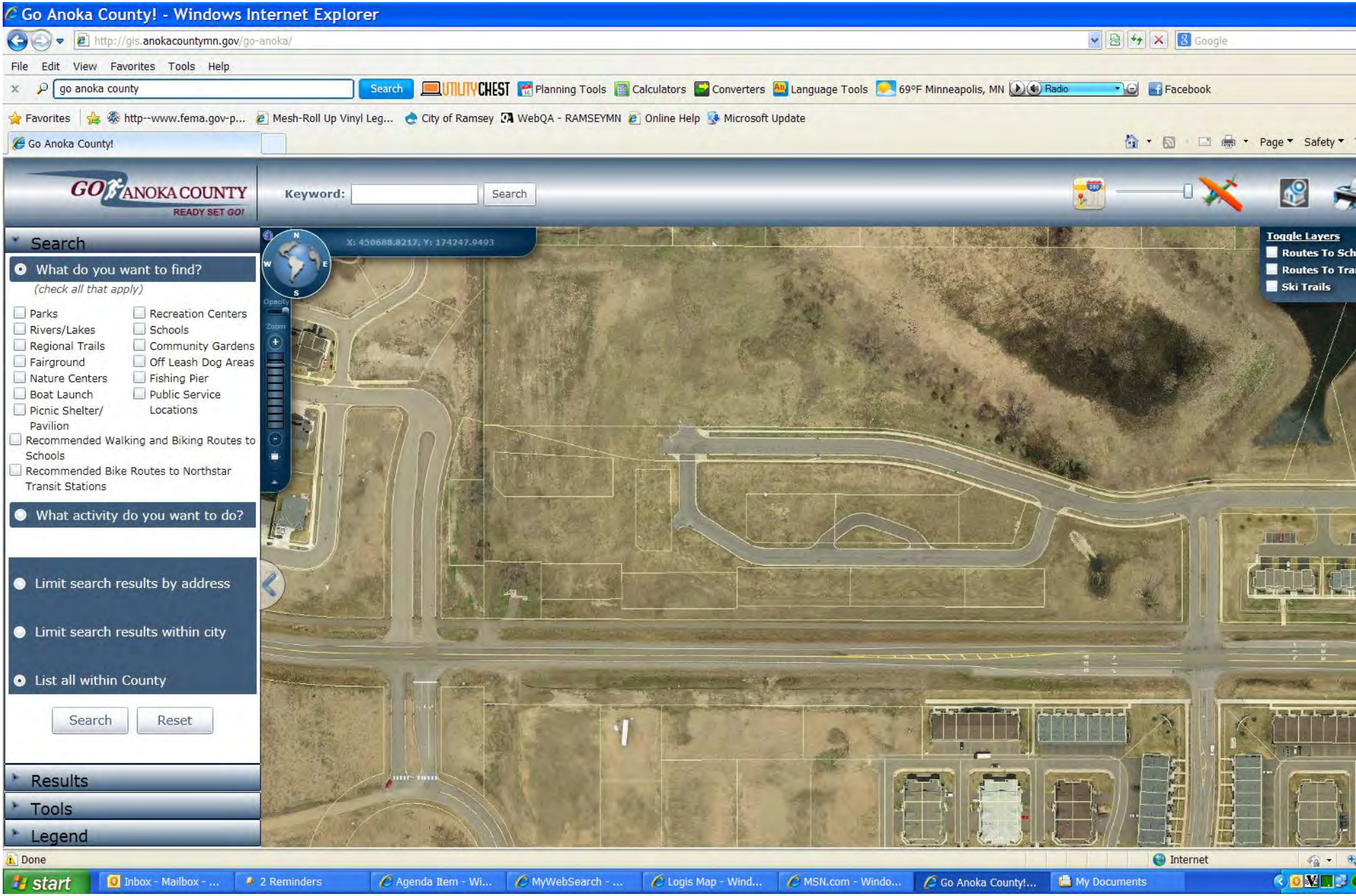
Attachments

147th Lane

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	10/10/2013 01:55 PM

Kurt Ulrich	Kurt Ulrich	10/10/2013 03:59 PM
Form Started By: Grant Riemer		Started On: 10/09/2013 09:37 AM
Final Approval Date: 10/10/2013		


Go Anoka County! - Windows Internet Explorer
http://gis.anokacountymn.gov/go-anoka/
File Edit View Favorites Tools Help
go anoka county
Search
Planning Tools
Calculators
Converters
Language Tools
69°F Minneapolis, MN
Radio
Facebook
Favorites
Mesh-Roll Up Vinyl Leg...
City of Ramsey
WebQA - RAMSEYMN
Online Help
Microsoft Update
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READY SET GO!
Keyword:
Search
Search
What do you want to find?
(check all that apply)
Parks
Rivers/Lakes
Regional Trails
Fairground
Nature Centers
Boat Launch
Picnic Shelter/ Pavilion
Recreation Centers
Schools
Community Gardens
Off Leash Dog Areas
Fishing Pier
Public Service Locations
Recommended Walking and Biking Routes to Schools
Recommended Bike Routes to Northstar Transit Stations
What activity do you want to do?
Limit search results by address
Limit search results within city
List all within County
Search
Reset
Results
Tools
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X: 450688.8217, Y: 174247.9493
Toggle Layers
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Internet
start
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2 Reminders
Agenda Item - Wi...
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MSN.com - Windo...
Go Anoka County!...
My Documents

CC Regular Session **6. 1.**

Meeting Date: 11/12/2013

By: Diana Lund, Finance

Information

Title:

Public Hearing: Plan Modification for TIF District #2 *(Open Public Hearing November 12, 2013 to Continue to November 26, 2013)*

Purpose/Background:

Purpose: Open Public Hearing and make motion to continue to November 26, 2013.

Council passed Resolution #13-09-168 at its regular City Council meeting of September 24, 2013 to schedule a Public Hearing on the proposed adoption of a modification to the the Tax Increment Financing (TIF) Plan for Tax Increment Financing District #2.

Notification:

The Anoka School Board and County Auditor are to receive a copy of any fiscal/economic implications of the TIF modification at least 30 days prior to the public hearing.

Observations/Alternatives:

The 30 day requirement as noted above will not be met by the November 12, 2013 regularly scheduled public hearing date, so the request is for the public hearing to be continued to the regularly scheduled meeting of November 26, 2013.

Funding Source:

TIF District #2

Recommendation:

Recommendation is to open public hearing and continue until November 26, 2013 to meet the 30-day requirement rule.

Action:

Motion to Open Public Hearing and continue until November 26, 2013.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 02:55 PM
Form Started By: Diana Lund		Started On: 10/24/2013 08:38 AM
Final Approval Date: 11/07/2013		

CC Regular Session **7. 1.**

Meeting Date: 11/12/2013

By: Bruce Westby, Engineering/Public Works

Information

Title:

Consideration of Adoption of Ordinances #13-19 and #13-20; Franchise Ordinances with Anoka Municipal Utility and Connexus Energy.

Purpose/Background:

The purpose of this case is to complete second readings of both draft franchise ordinances; Ordinance #13-19 with Anoka Municipal Utility, and Ordinance #13-20 with Connexus Energy. If Council supports both draft franchise ordinances as written, these ordinances can be adopted immediately. However, if Council wants to request that minor revisions be made to one or both of the draft ordinances, this item should be tabled until November 26th at which time a second reading of the revised ordinances can be held. Alternatively, if Council requests major revisions to one or both draft ordinances, a Public Hearing should be called for November 26th to reintroduce the ordinances.

Anoka Municipal Utility and Connexus Energy were previously granted franchise rights through Ordinance #92-13 allowing them to install, operate and maintain their utilities within city right-of-ways. However, Ordinance #92-13 expired at the beginning of 2013 so both utilities have since been installing, operating and/or maintaining their utility's within city right-of-ways without a current franchise ordinance. Adopting both franchise ordinances will grant both utilities the right to continue to install, operate and maintain their utilities within city right-of-ways for another 20 years.

On October 22nd, both draft franchise ordinances were introduced, after which Council called for a second reading of the draft ordinances this evening. At that time it was noted that a provision is included in both draft franchise ordinances that would allow the City to impose franchise fees on the utilities under separate ordinance. This provision was also included in expired Ordinance #92-13 (attached), and is included in existing Ordinance #03-16 with CenterPoint Energy. However, the draft franchise ordinances in and of themselves do not allow the city to charge franchise fees without separately adopted franchise fee ordinances.

If minor revisions are requested by Council to either or both draft ordinances, the second reading of the revised ordinance(s) can be tabled until November 26th to allow staff the necessary time to make the requested revisions. However, if major modifications are requested to either or both draft ordinances, staff recommends calling for another Public Hearing where the revised ordinances can be reintroduced, after which a second reading would again be required prior to adopting the revised ordinances.

Notification:

None required.

Observations/Alternatives:

Both utilities have expressed approval with the draft franchise ordinances so no objections from the utility companies are anticipated.

CenterPoint Energy is currently operating under existing Ordinance #03-16 (attached). Staff has therefore attempted to keep the provisions of all three franchise agreements consistent with one another so all utilities will operate under similar rules.

Alternatives –

Alternative #1 – Waive the City Charter requirement to read the ordinances aloud and adopt franchise ordinances #13-19 and #13-20 as drafted.

Alternative #2 - Waive the City Charter requirement to read the ordinances aloud and direct staff to make minor modifications to the draft franchise ordinances and table the second reading of the ordinances to November 26th.

Alternative #3 - Waive the City Charter requirement to read the ordinances aloud and direct staff to make major modifications to the draft franchise ordinances and call for a Public Hearing on November 26th to reintroduce the revised ordinances.

Funding Source:
Preparation of the draft ordinances was completed by City staff as part of normal staff duties. The city attorney also reviewed the draft ordinances.

Recommendation:
Staff recommends alternative #1 or #2 if Council approves of both franchise ordinances as drafted with no, or only minor, revisions requested.

Staff recommends alternative #3 if Council directs substantial modifications to the franchise ordinances.

Action:
Motion to waive the City Charter requirement to read the ordinances aloud

-- AND --

Adopt franchise ordinances #13-19 and #13-20 as drafted.

-- OR --

Table the second reading of the ordinances until November 26th, 2013 pending the following minor revisions to the ordinances (to be determined).

-- OR --

Call for a Public Hearing on November 26th, 2013 to reintroduce the revised franchise ordinances pending the following major revisions to the ordinances (to be determined).

Roll Call Vote:

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

Attachments

92-13 AMU CNXS Expired Ord
03-16 CNP F Ord
13-19 AMU F Ord
13-20 CNXS F Ord

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 02:52 PM
Form Started By: Bruce Westby		Started On: 10/23/2013 08:17 AM
Final Approval Date: 11/07/2013		

12

ORDINANCE #92-13

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE GRANTING TO ANOKA ELECTRIC COOPERATIVE, A MINNESOTA COOPERATIVE, AND ANOKA MUNICIPAL ELECTRIC, A MUNICIPAL ELECTRIC DISTRIBUTOR, THEIR SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF RAMSEY, MINNESOTA AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS AND OTHERS AND TO USE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

SECTION 1. DEFINITIONS

(1) "City" In this Ordinance, "City" means the City of Ramsey, County of Anoka, State of Minnesota.

(2) "City Utility System" means the facilities used for providing sewer, water, or any other public utility service owned or operated by City or agency thereof.

(3) "Cooperative" means Anoka Electric Cooperative, a Minnesota cooperative, its successors and assigns.

(4) "Notice" means a writing served by any party or parties on any other party or parties. Notice to cooperative shall be mailed to the General Manager thereof at 2022 North Ferry Street, Anoka, 55303. Notice to City shall be mailed to the City Clerk. Notice to Municipal shall be mailed to the City Clerk at 2015 1st Avenue North, Anoka.

(5) "Municipal" means Anoka Municipal Electric, a municipal electric distribution system.

(6) "Public Way" means any street, alley, or other public right-of-way within the City.

(7) "Public Ground" means land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

(8) "Electric Facilities" means electric transmission and distribution towers, poles, lines, guys, anchors, ducts, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public use.

(9) "Operator" means both the Cooperative and the Municipal as defined above.

SECTION 2. FRANCHISE

(1) Grant of Franchise. City hereby grants, for a period of twenty (20) years from date of passage, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Operator may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds of City subject to the provisions of this ordinance. Operator may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to zoning ordinances, other applicable ordinances, permit procedures, and to the further provisions of this franchise.

(2) Effective Date; Written Acceptance. This franchise shall be in force and effect from and after its passage and its acceptance by the Operator, and its publication as required by law. An acceptance by the Operator must be filed with the City Clerk within 90 days after publication.

(3) Service Rates and Area. The service to be provided and the rates to be charged by Operator for electric service in City currently are subject to the jurisdiction of the Rural Electrification Administration, Washington D.C. in the case of the cooperative, and the Anoka Utilities Commission in the case of the Municipal. The area within the City in which the Operator may provide electric service currently is subject to the provisions of Minnesota Statutes.

(4) Publication Expense. The expense of publication of this ordinance shall be paid by the City.

(5) Default. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. If the dispute is not resolved within 30 days of the written notice, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS

(1) Location of Facilities. Electric Facilities shall be located and constructed so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and they shall be located on Public Grounds as determined by the City. The Operator's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to other reasonable regulations of the City.

(2) Field Locations. The Operator shall provide field locations for any of its underground Electric Facilities within a reasonable period of time on request by the City. The period of time will be considered reasonable if it compares favorably with the average time required by the cities in the same county to locate municipal underground facilities for the Operator.

(3) Street Openings. The Operator shall not open or disturb the paved surface of any Public Way or Public Ground for any purpose without first having obtained permission from the City, for which the City may impose a reasonable fee. Permit conditions imposed on the Operator shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Operator may, however, open and disturb the paved surface of any Public Way or Public Ground without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event the Operator shall notify the City by telephone to the office designated by the City before opening or disturbing paved surface of a Public Way or Public Ground. Not later than the second working day thereafter, the Operator shall obtain any required permits and pay any required fees.

(4) Restoration. After undertaking any work requiring the opening of any Public Way or Public Ground, the Operator shall restore the same, including paving and its foundation, to as good condition as formerly existed, and shall maintain the same in good condition for two years thereafter. The work shall be completed as promptly as weather permits, and if the Operator shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Way or Public Ground in the said condition, the City shall have, after demand to the Operator to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of the Operator. The Operator shall pay to the City the cost of such work done for or performed by the City, including its administrative expense and overhead, plus

ten percent additional as liquidated damages. This remedy shall be in addition to any other remedy available to the City.

(5) Shared Use of Poles. The Operator shall make space available on its poles or towers for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by the Operator, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by the Operator because of such use by City under a separate joint use agreement. Any City facilities shall be installed and maintained in accordance with the National Electric Safety Code and other applicable codes.

SECTION 4. RELOCATIONS

(1) Relocation of Electric Facilities in Public Ways. Except, as provided in Section 4 (3), if the City determines to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order the Operator to relocate its Electric Facilities located therein. The Operator shall relocate its Electric Facilities at its own expense. The City shall give the Operator reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electrical Facilities, which was made at Operator expense, the City shall reimburse Operator for non-betterment expenses on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Operator may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Operator to relocate, remove, replace or reconnect at its own expense its facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

(2) Relocation of Electric Facilities in Public Ground. Except as may be provided in Section 4 (3), City may require the Operator to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment of the public use to which the Public Ground is or will be put. The relocation or removal shall be at the Operator's expense. The provisions of this paragraph apply only to Electric Facilities constructed in reliance on a franchise and the Operator does not waive its rights under an easement or prescriptive right.

(3) Projects with State or Federal Funding. Relocation, removal, or rearrangement of any Operator facilities made necessary because of the extension into or through City of a generally-aided highway project shall be governed by the provisions of Minnesota Statutes, It is understood that the right herein granted to Operator is a valuable right. City shall not order Operator to remove, or relocate its facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation and the loss and expense resulting therefrom are first paid to Operator, but the City need not pay those portions of such for which reimbursement to it is not available.

(4) Liability. Nothing in the Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

SECTION 5. TREE TRIMMING

The Operator may trim all trees and shrubs in the Public Ways and Public Grounds of City interfering with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that the Operator shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City. The Operator may spray herbicides approved by the Environmental Protection Agency to accomplish same only with the approval of the Municipality on a case by case basis.

SECTION 6. INDEMNIFICATION

(1) The Operator shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the City. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, the Operator's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner of acts reasonably deemed hazardous by Operator, and such performance is nevertheless ordered or directed by City after notice of Operator's determination.

(2) In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, the Operator at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to the Operator within a period wherein the Operator is not prejudiced by lack of such notice. If the Operator is required to indemnify and defend, it will thereafter have control of such litigation, but the Operator may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and the Operator, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS

The City shall give the Operator at least two weeks' prior written notice of a proposed vacation of a Public Way. Except where required for a City street or other improvement project, the vacation of any Public Way, after the installation of. Electric Facilities, shall not operate to deprive Operator of its rights to operate and maintain such Electrical Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Operator. In no case, however, shall City be liable to the Operator for failure to specifically preserve a right-of-way, under Minnesota Statutes.

SECTION 8. CHANGE IN FORM OF GOVERNMENT

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of the Operator, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE

(1) Separate Ordinance. In lieu of any permit or other fees being imposed on the Operator, the City may impose on the Operator a franchise fee of not more than five percent of the Operator's gross revenues as hereinafter defined. The initial franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until written notice enclosing such proposed ordinance has been served upon the Operator by certified mail. The fee shall not become effective until after written notice enclosing such adopted ordinance has been served upon the Operator by certified mail.

(2) Terms Defined. The term "gross revenues" means all sums, excluding any surcharge or similar addition to the Operator's charges to customers for the purpose of reimbursing the Operator for the cost resulting from the franchise fee, received by the Operator from the sale of electricity to its retail customers within the corporate limits of the City.

(3) Collection of the Fee. The franchise fee shall be payable not less often than monthly, and shall be based on the gross revenues of the Operator during complete billing months during the period for which payment is to be made. The percent fee may be changed from time to time; however, each change shall meet the same notice requirements and the percentage may not be changed more often than annually. Such fee shall not exceed any amount which the Operator may legally charge to its customers prior to payment to the City by imposing a surcharge equivalent to such fee in its rates for electric service. The Operator may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles or customer refunds. The time and manner of collecting the franchise fee is subject to the mutual agreement of the City and the Utilities Board of Directors or Commission, which the Operator agrees to use best efforts to obtain. The Operator agrees to make its gross revenues records available for inspection by the City at reasonable times.

(4) Conditions on the Fee. The fee shall not be effective against the Operator unless it lawfully imposes and the City quarterly or more often collects a fee or tax of the same or greater percentage on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling, or lighting, as well as to the supply of energy needed to run machinery and appliances on premises located within or adjacent to the City, but shall not apply to energy sales for the purpose of providing fuel for vehicles.

SECTION 10. SEVERABILITY

If any portion of this franchise is found to be invalid for any reason whatsoever, the validity of the remainder shall not be affected.

SECTION 11. AMENDMENT

This ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which mandatory ordinance shall become effective upon notice provisions of Section 1, Subdivision 4, above.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED

This franchise supersedes any previous electric franchise or agreements, verbal or written, granted to the Operator or its predecessor.

SECTION 13. ORDINANCE SUMMARY FOR PUBLICATION

The following official summary of Ordinance #92-13 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 #92-13 to grant to Anoka Electric Cooperative, a Minnesota cooperative, and Anoka Municipal Electric, a municipal electric distributor, their successors and assigns, permission to construct, operate, repair and maintain in the City of Ramsey, Minnesota an electric distribution system and transmission lines, including necessary poles, lines, fixtures and appurtenances, for the furnishing of electric energy to the City, its inhabitants and others and to use public ways and public grounds of the City for such purposes.

A printed copy of Ordinance #92-13 is available for inspection by any person at the Ramsey Municipal Center.

SECTION 14. EFFECTIVE DATE

This Ordinance becomes effective upon its passage and thirty (30) days after its publication according to law.

PASSED by the City Council of the City of Ramsey, Minnesota, this the 24th day of November, 1992.

James R. Eikenberry
Mayor

ATTEST:

S. P. Schroeder
City Administrator

Introduction Date:	November 10, 1992
Posting Date:	November 10 - 24, 1992
Adoption Date:	November 24, 1992
Publication Date:	December 4, 1992
Effective Date:	January 4, 1993

ORDINANCE #03-16

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE GRANTING TO CENTERPOINT ENERGY, MINNEGASCO, A DIVISION OF CENTERPOINT ENERGY RESOURCES CORPORATION, A DELAWARE CORPORATION, ITS SUCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF RAMSEY, MINNESOTA, A GAS DISTRIBUTION SYSTEM INCLUDING NECESSARY GAS PIPES, MAINS AND APPURTENANCES, FOR THE TRANSMISSION OR DISTRIBUTION OF GAS TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TRANSMITTING GAS INTO AND THROUGH THE CITY, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

SECTION 1. DEFINITIONS

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Ramsey, County of Anoka, State of Minnesota.

City Utility System. Facilities used for providing public utility service owned or operated by City or agency thereof, including sewer, storm sewer, water service, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all or part of the authority to regulate gas retail rates now vested in the Minnesota Public Utilities Commission.

Company. CenterPoint Energy, Minnegasco, a division of CenterPoint Energy Resources Corporation, a Delaware Corporation, its successors and assigns including all successors or assignees that own or operate any part or parts of the Gas Facilities subject to this franchise.

Gas Facilities. Gas transmission and distribution pipes, lines, ducts, fixtures, and all necessary equipment and appurtenances owned or operated by the Company for the purpose of providing gas energy for public or private use.

Gas. Natural gas, manufactured gas, mixture of natural gas and manufactured gas or other forms of gas energy.

Non-Betterment Costs. Costs incurred by Company from relocation, removal or rearrangement of Gas Facilities that do not result in an improvement to the Gas Facilities.

Notice. A writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy Minnegasco, V.P., Regulatory & Supply Service, 800 Lasalle Avenue, Minneapolis, MN 55402. Notice to the City shall be mailed to the City Administrator, City of Ramsey, 15153 Nowthen Boulevard NW, Ramsey, MN 55303-6140.

Any party may changes its respective address for the purpose of this Ordinance by written notice to the other parties.

Public Way. Public right-of-way within the City as defined in Minnesota Statute 237.162, subd.3.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date this Ordinance is passed and approved by the City, the right to import, manufacture, distribute and sell gas for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. This right includes the provision of Gas that is (i) manufactured by the Company or its affiliates and delivered by the Company, (ii) purchases and delivered by the Company or (iii) purchased from another source by the retail customer and delivered by the Company. For these purposes, Company may construct, operate, repair and maintain Gas Facilities in, on, over, under and across the Public Ways and Public Grounds, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to such lawful regulations as may be adopted by separate ordinance and as currently exist under City Right of Way (ROW) Ordinance 01-10. The Company shall be notified 60 days in advance of proposed changes to City Ordinance (ROW) 01-10.

2.2 **Effective Date; Written Acceptance.** This franchise shall be in force and effect from and after passage of this Ordinance and publication as required by law and its acceptance by Company. If Company does not file a written acceptance with the City within 60 days after the date the City Council adopts this Ordinance, or otherwise places the City on written notice, before that time, that the Company does not accept all terms of this franchise, the City Council by resolution may revoke this Ordinance or seek its enforcement in a court of competent jurisdiction.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for gas service in City are subject to the jurisdiction of the Commission.

2.4 **Publication Expense.** The expense of publication of this Ordinance shall be paid by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the date of written Notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity.

2.6 **Continuation of Franchise.** If the City and Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or Company serves written Notice to the other party of its intention to allow the franchise to expire, but in no event shall this franchise continue for more than one year after expiration of the 20-year term set forth in Section 2.1.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 **Location of Facilities.** Subject to regulation under City Code (ROW) 4.10, Gas Facilities in the Public Way shall be located, constructed, and maintained so as not to disrupt normal operation of any City Utility System. Gas Facilities may be located on Public Grounds as determined by the City.

3.2 **Restoration of Public Ways and Public Ground.** Restoration of the Public Way shall be subject to City Code (ROW) 4.10. After completing work requiring the opening of Public Ground, the Company shall restore the Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits. If Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition and after demand to Company to cure, City shall, after passage of a reasonable period of time following the demand, but not to exceed five days, have the right to make the restoration of the Public Ground at the expense of the Company. Company shall pay to the City the cost of such work done for or performed by the City, including its administrative expense and overhead, plus ten percent additional as liquidated damages. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section.

3.3 **Avoid Damage to Gas Facilities.** Nothing in this Ordinance relieves any person, including Company, from liability arising out of the failure to exercise reasonable care to avoid damaging Gas Facilities or other persons or property while performing any activity.

SECTION 4. RELOCATIONS.

4.1 **Relocation of Gas Facilities.** Relocation of Gas Facilities in Public Ways shall be subject to City Code (ROW) 4.10. City may require Company at Company's expense to relocate or remove its Gas Facilities from Public Grounds upon a finding by City that the Gas Facilities have become or will become a substantial impairment to the existing or proposed public use of the Grounds. Relocation Gas Facilities in Public Ground shall comply with applicable City ordinances consistent with law.

4.2 **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Gas Facilities made necessary because of the extension into or through City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes Section 161.46, as supplemented or amended. It is understood that the right herein granted to Company is a valuable right. City shall not order Company to remove or relocate its Gas Facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan which if

financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable Non-Betterment Costs of such relocation and the loss and expense resulting there from are paid to Company when available to the City. The City need not pay those portions of such for which reimbursement to it is not available.

4.3 **No Waiver.** The provisions of Section 4 apply only to Gas Facilities constructed in reliance on a permit or franchise from City and Company does not waive its rights under an easement or prescriptive right or State or County permit.

SECTION 5. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 6. FRANCHISE FEE.

6.1. **Form**. During the term of the franchise hereby granted, and in addition to permit fees being imposed or that the City has a right to impose, the City may charge the company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retain customers within the City or on some other similar basis, or (iii) a fee based on metered service may differ for each customer class or combine the methods described in (i) – (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the company at a competitive disadvantage. If the Company claims that the City required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing and implementing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the company-proposed franchise fee formula and each review will not delay the implementation of the City-imposed fee.

6.2 **Condition of Fee**. The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the same of gas energy within the City by any other gas energy supplier, provided that, as to such supplier, the City has the authority or contractual right to require a franchise fee or similar fee through a previously agreed upon franchise.

6.3 **Terms Defined.** The term "gross revenues" means all sums, excluding any surcharge or similar addition to the Company's charges to customers for the purpose of reimbursing the Company for the cost resulting from the franchise fee, received by the Company from the sale of natural gas to its retail customers within the corporate limits of the City.

6.4 **Collection of the Fee.** The franchise fee shall be payable not less often than monthly, and shall be based on the gross revenues of the Company during complete billing months during the period for which payment is to be made. The percent fee may be changed from time to time; however, each change shall meet

the same notice requirements and the percentage may not be changed more often than annually. Such fee shall not exceed any amount which the Company may legally charge to its customers prior to payment to the City by imposing a surcharge equivalent to such fee in rates for its gas service. The Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles or customer refunds. The Company agrees to make its gross revenues records available for inspection by the City at reasonable times.

6.5 **Conditions on the Fee.** The fee shall not be effective against the Company unless it lawfully imposes and the City quarterly or more often collects a fee or tax of the same or greater percentage on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The franchise fee, or tax, shall be applicable to energy sales for any energy use related to heating, cooling, or lighting, as well as to the supply of energy needed to run machinery and appliances on premises located within or adjacent to the City, but shall not apply to energy sales for the purpose of providing fuel for vehicles.

SECTION 7. INDEMNIFICATION.

7.1 **Indemnity of City.** Company shall indemnify and hold the City harmless from any and all liability, on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Gas Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work.

7.2 **Defense of City.** In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City. The Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 8. ABANDONED FACILITIES.

The Company shall comply with City ordinances, Minnesota Statutes, Section 216D.01 et seq. and Minnesota Rules Part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Gas Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Gas Facilities.

SECTION 9. PROVISIONS OF ORDINANCE.

9.1 **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part; and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part; provided, however, that if the City is unable to enforce its franchise fee provisions for any reason the City will be allowed to amend the franchise agreement to impose a franchise fee pursuant to statute. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

9.2 **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and its successors and the Company and its successors and permitted assigns, as the only parties. No provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one ore more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto. This franchise agreement shall not be interpreted to constitute a waiver by the City of any of its defenses of immunity or limitations on liability under Minnesota Statutes, Chapter 466.

SECTION 10. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 60 days after the effective day of the amendatory ordinance.

SECTION 11. PREVIOUS FRANCHISES SUPERCEDED.

This franchise supercedes any previous gas franchise or agreements, verbal or written, granted to the Company or its predecessor.

SECTION 12. ORDINANCE SUMMARY FOR PUBLICATION

The following official summary of Ordinance #03-16 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 #03-16 to grant CenterPoint Energy, Minnegasco, a Delaware Corporation, a natural gas distributor, their successors and assigns, permission to construct, operate, repair and maintain in the City of Ramsey, Minnesota, a gas distribution system, for the furnishing of natural gas energy to the City, its inhabitants and others and to use public ways and public grounds of the City for such purposes.

A printed copy of Ordinance #03-16 is available for inspection by any person at the Ramsey Municipal Center.

SECTION 14. EFFECTIVE DATE.

This Ordinance becomes effective upon its passage and thirty (30) days after its publication according to law.

PASSED by the City Council of the City of Ramsey, Minnesota, this the 8th day of July, 2003.

Mayor

ATTEST:

City Clerk

Introduction Date: June 24, 2003
Posting Date: June 24 – July 9, 2003
Adoption Date: July 8, 2003
Publication Date: July 11, 2003
Effective Date: August 11, 2003

CITY OF ANOKA ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 13-19
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE GRANTING TO THE CITY OF ANOKA, A MINNESOTA MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF RAMSEY, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

1.1 City. The City of Ramsey, County of Anoka, State of Minnesota.

1.2 City Utility System. The facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer, water, or any other public utility service owned or operated by City or agency thereof..

1.3 Commission. The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government which preempts all or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.

1.4 Company. City of Anoka Municipal Electric Utility, a Minnesota municipal corporation, its successors and assigns.

1.5 Electric Facilities. Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.

1.6 Notice. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the City Manager, City of Anoka, 2015 First Ave., Anoka, Minnesota 55303. Notice to the City shall be mailed to the City Clerk, City of Ramsey, 7550 Sunwood Drive NW, Ramsey, MN 55303. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.7 Public Ground. Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.8 Public Way. Any street, alley, walkway or other public right-of-way within the City.

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SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds of City subject to the provisions of this ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 Effective Date. This franchise agreement shall be in force and effect from and after the later of 30 days after its publication or its acceptance by Company.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 Publication Expense. The expense of publication of this ordinance will be paid by the City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways so as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

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3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within a reasonable period of time on request by the City consistent with the requirements of Minnesota Statues, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Way or Public Ground without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Way or Public Ground, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for two years thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Way or Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, except as may be required by the laws of the State of Minnesota.

3.5 Avoid Damage to Electric Facilities. Nothing in this ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Ways or Public Ground where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Ways and Public Grounds upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or Public Ground is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

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SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The Company to relocate its Electric Facilities located therein. The Company shall relocate its Electric Facilities at its own expense. The City shall give the Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require the Company at Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. Relocation, removal, or rearrangement of any Company Electric Facilities made necessary because of the extension into or through City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the right herein granted to Company is a valuable right. City shall not order Company to remove, or relocate its Electric Facilities when a Public Way is vacated, improved or realigned because of a renewal or a redevelopment plan which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation and the loss and expense resulting therefrom are first paid to Company, but the City need not pay those portions of such for which reimbursement to it is not available.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Way or Public Ground was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Ways and Public Grounds of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the

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City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Ways and Public Grounds. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper and non-negligent manner of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and Company, in defending any action on behalf of the City shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. ABANDONED FACILITIES.

Company shall comply with City ordinances, Minnesota Statutes, Section 216D.01 et seq, and Minnesota Rules Part 7819.3300, as they may be amended from time to time. Company shall maintain records describing the exact location of all abandoned and retired Electric Facilities within the City, and shall produce such records to City at City's request, and shall comply with the location

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requirements of Section 216D.04 with respect to all Electric Facilities, including abandoned and retired Facilities.

SECTION 10. FRANCHISE FEE.

10.1 Fee Schedule. During the term of the franchise hereby granted, and in addition to any permit or other fees that City may impose or has a right to impose, the City may impose in Company a franchise fee, not to exceed an amount set forth in a Fee Schedule adopted by separate ordinance from each customer in the designated Customer Classification for metered service at each and every customer location. The amount of the fees may be amended from time to time by City. The charge shall be applied monthly and shall be billed per account. Company shall, within 30 days of the City's request, provide City with revenue estimates for establishing a fee schedule.

10.2 Separate Ordinance. The franchise fees shall be imposed by separate ordinance duly adopted from time to time by the City Council, and that separate ordinance shall dictate the date upon which collection of that franchise fee shall commence. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate franchise fee ordinance will commence until this Ordinance is effective.

10.3 Terms Defined. For the purpose of this Section 10, the following definitions apply:

10.3.1 "Customer Class" shall refer to the classes listed on the Fee Schedule as defined or determined in Company's electric tariffs on file with the Commission.

10.3.2 "Fee Schedule" refers to the schedule in Section 10.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement, or may be annually amended to reflect changes in the franchise fees imposed by the City.

10.4 Collection of the Fee. The franchise fee shall be payable not less often than quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 10. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified

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customers. In addition, the Company agrees to provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

10.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 10.5, the foregoing conditions will be waived to the extent of such written consent.

10.6 Notification Requirement. In addition to the required proceedings and notification of the public by the City, a joint letter will be sent on behalf of the City and Company by Company clearly explaining the purpose and use of the fee, the fee schedule including frequency of billing which clearly state Company is required under law to bill and collect the fee and distribute funds back to the City. Company is not profiting in any way by administer the franchise fee.

SECTION 11. SEVERABILITY.

If any portion of this franchise is found to be invalid for any reason whatsoever, the validity of the remainder shall not be affected.

SECTION 12. AMENDMENT.

This ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of the Company's written consent thereto with the City Clerk within 90 days after the effective date of the amendatory ordinance.

SECTION 13. REPEALER.

Previous franchises superseded. This franchise supersedes any previous electric franchise granted to the Company or its predecessor.

SECTION 14. LIMITATION ON APPLICABILITY.

This ordinance constitutes a franchise agreement between the City and Company as the only parties and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the

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agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 15. SUMMARY.

The following is the official summary of Ordinance #13-19, 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 #13-19 to replace expired Ordinance #92-13 thereby continuing to grant the Company (City of Anoka Municipal Electric), for a period of 20 years from the date passed and adopted by the City (City of Ramsey), the right to transmit and furnish electric energy for public and private use within and through the limits of the City. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds of City subject to the provisions of this ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

PASSED AND ADOPTED by the Ramsey City Council this the 12th day of November, 2013.

_____
Mayor Sarah Strommen

ATTEST:

_____
City Clerk Jo Ann M. Thieling

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

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CONNEXUS ENERGY ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. 13-20
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE GRANTING TO CONNEXUS ENERGY, A MINNESOTA COOPERATIVE CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF RAMSEY, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

1.1 City. The City of Ramsey, County of Anoka, State of Minnesota.

1.2 City Utility System. Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.

1.3 Company. Connexus Energy, a Minnesota cooperative corporation, its successors and assigns.

1.4 Electric Facilities. Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.

1.5 Notice. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the Chief Executive Officer, Connexus Energy, 14601 Ramsey Boulevard N.W., Ramsey, Minnesota 55303-6024. Notice to the City shall be mailed to the City Clerk, City of Ramsey, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.

1.6 Public Ground. Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.7 Public Way. Any street, alley, walkway or other public right-of-way within the City.

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SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after the later of 30 days after its publication or its acceptance by Company. The City, by Council resolution, may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for electric service in City are established by Company's Board of Directors. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System Electric. Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove such underground Electric Facilities which interfere with a City improvement project, but only to the extent such Electric Facilities are uncovered by excavation

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as part of the City improvement project, and restore the Public Way in accordance with Minnesota Rule 7819.1100.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same in accordance with Minnesota Rule 7819.1100, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for two years thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. No less than four weeks prior to implementation, the City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company within a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another

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electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

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SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29. In accordance with Minnesota Rules, Part 7819.3200, if City's order directing vacation of the Public Way does not require relocation of Company's Electric Facilities, the vacation proceeding shall not be deemed to deprive Company of its right to continue to use the right-of-way of the former Public Way for its Electric Facilities installed prior to such order of vacation.

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SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 Fee Schedule. During the term of the franchise hereby granted, and in addition to any permit or other fees being imposed on Company, the City may impose on Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class.

9.2 Separate Ordinance. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, and that separate ordinance shall dictate the date upon which collection of that franchise fee shall commence. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate franchise fee ordinance will commence until this Ordinance is effective.

9.3 Terms Defined. For the purpose of this Section 9, the following definitions apply:

9.3.1 "Customer Class" shall refer to the classes listed on the Fee Schedule as defined or determined in Company's electric tariffs on file with the Commission.

9.3.2 "Fee Schedule" refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement, or may be annually amended to reflect changes in the franchise fees imposed by the City.

9.4 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 9. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers. In addition, the

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Company agrees to provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

9.6 Notification Requirement. In addition to the required proceedings and notification of the public by the City, a joint letter will be sent on behalf of the City and Company by Company clearly explaining the purpose and use of the fee, the fee schedule including frequency of billing which clearly state Connexus is required under law to bill and collect the fee and distribute funds back to the City. Connexus is not profiting in any way by administer the franchise fee.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

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SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

SECTION 13. SUMMARY.

The following is the official summary of Ordinance #13-20, 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 #13-20 to replace expired Ordinance #92-13 thereby continuing to grant the Company (Connexus Energy), for a period of 20 years from the date passed and approved by the City (City of Ramsey), the right to transmit and furnish electric energy for public and private use within and through the limits of the City. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds of City subject to the provisions of this ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

PASSED and ADOPTED by the Ramsey City Council this 12th day of November, 2013.

_____
Mayor Sarah Strommen

ATTEST:

_____
City Clerk Jo Ann M. Thieling

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

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CC Regular Session **7. 2.**

Meeting Date: 11/12/2013

By: Jim Way, Police

Information

Title

Adopt Ordinance #13-24 to Amend City Code relating to the Business Registration Certificate

Purpose/Background:

The purpose of this case is to amend the City's Code to reflect the current process for Business Registration Certificate submittal.

Staff is proposing some minor changes to the Business Registration Certificate Ordnance (BRC). Items in the existing ordinance that are no longer current as to how the City operates are as follows: The BRC is not submitted to the "zoning administrator" as the ordinance states - the Police Department currently administers the BRC program. The definitions are previously stated at the beginning of section. The suggested amendments are basically housekeeping items; however,it requires ordinance introduction and adoption as that is the process for amending City Code.

Requested changes are attached to this case with a strike through of deleted items and additions in red type.

The ordinance was introduced by Council at the regular meeting of October 22, 2013. Ordinance #13-24 is now being presented for formal adoption.

Funding Source:

None required

Recommendation:

Staff recommends making the minor changes to the existing City Code that covers the Business Registration Certificate. Staff recommends not listing who the administrator of the program is so that if it changes, the ordinance/code does not have to be changed again. Staff recommends adoption of Ordinance #13-24 relating to the process for the Business Registration Certificate.

Action:

Motion to waive the Charter requirement to read the ordinance aloud - AND - adopt Ordinance #13-24 amending Chapter 26 of the City's Code known as the Licensing Chapter as it relates to Business Registration Certificates.

Roll Call Vote:
Councilmember Riley
Councilmember Backous
Councilmember Tossey
Councilmember Johns
Councilmember LeTourneau
Councilmember Kuzma
Mayor Strommen

Attachments

BRC Revisions

Ordinance 13 24

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:34 PM
Form Started By: Jo Thieling		Started On: 11/05/2013 09:30 AM
Final Approval Date: 11/07/2013		

ARTICLE III. - BUSINESS REGISTRATION CERTIFICATE

Sec. 26-60. - Definitions.

Sec. 26-61. - Violation.

Sec. 26-62. - Purpose.

Sec. 26-63. - General requirements.

Sec. 26-64. - Required application information.

Sec. 26-65. - Issuance of business registration certificate.

Secs. 26-66—26-88. - Reserved.

Sec. 26-60. - Definitions.

City Code Section 117-1 (Definitions) is hereby incorporated into this Article

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Business* means an establishment, occupation, employment, or enterprise where merchandise is manufactured, exhibited or sold, or where services are offered for compensation.~~

~~*Zoning administrator* means the city's community development department.~~

(Code 1978, § 7.20.01, subd. 2; Ord. No. 03-12, 6-2-2003; Ord. No. 04-45, 12-27-2004)

Sec. 26-61. - Violation.

Any person who violates any of the provisions of this article is guilty of a petty misdemeanor.

(Code 1978, § 7.20.01, subd. 6; Ord. No. 03-12, 6-2-2003; Ord. No. 04-45, 12-27-2004)

Sec. 26-62. - Purpose.

The purpose of this article is to establish a process for the city to obtain and maintain current information on all businesses located in the city. The obtained information will allow the city to be informed as to current occupancy and occupancy changes within buildings, permit the city to update and review records regarding emergency contact lists, fire preplan, inspection, and hazardous materials. The information will permit the city to verify that any business intending to operate within the city shall comply with the state building code, the state fire code, and local Code requirements. The city police department will be notified of any hazards or security issues that may affect the community's health, safety and welfare.

(Code 1978, § 7.20.01, subd. 1; Ord. No. 03-12, 6-2-2003; Ord. No. 04-45, 12-27-2004)

Sec. 26-63. - General requirements.

(a) *Certificate.* No person or entity shall operate any business in the city without first obtaining a business registration certificate (BRC) issued by the city.

(b) *Application.* The applicant shall provide such information as required on forms furnished by the city. The completed form shall be submitted to the city ~~zoning administrator~~. The application shall be filed with the city ~~zoning administrator~~ 30 days prior to any business's intended occupancy, or 30 days prior to the existing BRC's expiration date.

(c) *Term.* A BRC shall be effective from January 1 to December 31 of each year, unless otherwise provided in this Code.

(d) *Renewal.* No BRC shall be automatically renewed. Applications for renewal shall be submitted to the zoning administrator prior to the BRC's expiration date.

(e) *Display.* Any person to whom a BRC is issued pursuant to this article shall be required to display the BRC at the business or entity in public view.

(f) *Fees.* The BRC fee required shall be established by ordinance. When an existing BRC holder changes its name but does not substantially change its business operations, the applicant shall reapply for a new BRC, however no additional BRC fee shall be required. Any business licensed under the provisions of this Code shall be exempt from such fee.

(Code 1978, § 7.20.01, subd. 3; Ord. No. 03-12, 6-2-2003; Ord. No. 04-45, 12-27-2004)

Sec. 26-64. - Required application information.

(a) The application for a BRC shall contain the following information:

(1) Name of proposed business.

(2) Address of business (including suite number, if applicable).

(3) Phone number of business.

(4) Business fax.

(5) Business website/email address.

~~(6) Zoning district where the business is located.~~

(7) Key holder contact information.

(8) Type of business operation.

(9) Building owner's name, address, and phone numbers.

(10) Amount of flammable/combustible liquid storage on the business site.

(11) Amount of hazardous materials storage on the business site.

(12) Amount of explosive material or ammunition on the business site.

~~(13) Unique operation or design of the business~~.

(14) Hours of operation.

(15) Name of alarm company and dispatch phone number serving the business site.

~~(16) Alarm status (audible, silent).~~

(17) Type of alarm system on the business site (water flow, burglar, glass break).

(18) Any other information the city may find necessary to accomplish the purpose of this article.

(b) Applications must be returned to the zoning administrator within 30 days of receipt of the application. Applicants who do not return application within the required time period will be considered in violation of this article and will be subject to prosecution in accordance with section 26-61

(Code 1978, § 7.20.01, subd. 4; Ord. No. 03-12, 6-2-2003; Ord. No. 04-45, 12-27-2004)

Sec. 26-65. - Issuance of business registration certificate.

Upon completion and approval of the following, the city will issue a BRC to the business:

(1) Receipt of a complete BRC application;

(2) City review of the BRC application; and

(3) Verification that the business complies with this Code, state building code, and the state fire code.

(Code 1978, § 7.20.01, subd. 5; Ord. No. 03-12, 6-2-2003; Ord. No. 04-45, 12-27-2004)

Secs. 26-66—26-88. - Reserved.

ORDINANCE #13-24

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE AMENDING CHAPTER 26 OF THE CITY CODE, WHICH CHAPTER IS KNOWN AS LICENSES, PERMITS AND MISCELLANEOUS BUSINESS REGULATIONS.

AN ORDINANCE DELETING THE DEFINITIONS LANGUAGE IN SECTION 26-60 AND AMENDING SECTION 26-63 GENERAL REQUIREMENTS AND SECTION 26-64 REQUIRED APPLICATION INFORMATION.

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 AMENDMENT

The current City Code Section 26-60, 26-63(B) and 26-64 (6), (13) and (16) 34-21 is hereby amended as follows:

Sec. 26-60. – Definitions.

Delete all language under 26-60 Definitions and replace it with the following:

City Code Section 117-1 (Definitions) is hereby incorporated into this Article.

Sec. 26-63. – General requirements.

(b) *Application.* The applicant shall provide such information as required on forms furnished by the city. The completed form shall be submitted to the city. The application shall be filed with the city 30 days prior to any business's intended occupancy, or 30 days prior to the existing BRC's expiration date.

Sec. 26-64. – Required application information.

Delete the following:
(6) Zoning district where the business is located.
(13) Unique operation or design of the business
(16) Alarm status (audible, silent)

SECTION 3. SUMMARY

The following is the official summary of Ordinance #13-24, 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 #13-24 to delete definitions in Sec. 26-60 and note that the Definitions in 117-1 are incorporated. Delete reference to submitting application to the zoning administrator and amend it to state that applications will be submitted to the city. Delete the request for the zoning district where the business is located, whether or not it is a unique operation or design of business and whether or not the alarm is audible or silent. This more clearly defines the current process followed for Business Registration Certificates.

SECTION 4. EFFECTIVE DATE

The effective date of this Ordinance is thirty (30) days after its passage and publication, subject to City Charter Section 5.06.

Adopted by the Ramsey City Council this the ____ day of _____, 2013.

_____
Mayor Sarah Strommen

ATTEST:

_____
City Clerk Jo Ann M. Thieling

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

CC Regular Session **7. 3.**

Meeting Date: 11/12/2013

By: Mark Riverblood, Engineering/Public Works

Information

Title:

Approve Resolution #13-11-187 Awarding Bids for the Central Park to Alpine Drive Trail

Purpose/Background:

In July of 2012, the city was informed of a successful trail grant application to the Minnesota DNR for the Central Park to Alpine Drive trail. This $100,000 award will assist in the construction of a 1.2 mile trail that fills an important 'gap' in an area with an otherwise well-connected trail system in the southwestern portion of the city. On September 24th, 2013 Council authorized staff to prepare plans and specs and advertise for bids.

The trail is shown in 'red' on the first attached exhibit.

Observations/Alternatives:

On October 31st, 2013 nine (9) bids were opened and read aloud. The following table is the Bid Tabulation, with North Metro Asphalt & Contacting found to be the low bidder for this project at $186,141.02.

Bidder	Bid
North Metro Asphalt & Contracting, Ham Lake	$186,141.02
Dryden Excavating, Nowthen	$201,012.22
New Look Contracting, Elk River	$205,659.75
North Valley Inc. Nowthen	$207,752.41
Omann Bros., Albertville	$218,263.67
Blackstone Contractors, Corcoran	$230,836.13
Hardrives Inc., Rogers	$232,925.97
North Pine Aggregate, Forest Lake	$254,730.70
Barber Construction, St. Bonifacius	$283,925.00
Engineer's Estimate	$221,881.50

Additional bidding detail is revealed in the attached award memo.

While City Council is very familiar with this project, the following value observations are offered for public information and benefit:

- The anticipated construction cost was originally estimated between $250-$290,000 thousand dollars which would have exceeded the 50% match amount of a maximum of $100,000 from the DNR. Now that the project expense is found to be significantly lower, two favorable facts are to be noted. The first is self-evident, and that is less monies are needed from the Park Trust Fund (trail fees collected from developers), and therefore there are more dollars available for future park and trail projects. The second is that now staff may carefully document administration and engineering time for 50% reimbursement from the DNR (over and

above contracted construction costs), and up to $13,858 may be directed back to the Park Trust Fund.

- Additionally, it is noteworthy to point out that the Class-V aggregate base for the trail (loaded and hauled by the contractor), was specified for the project from that material acquired as part of the Bury and Carlson early lease termination agreement. This has now been documented to have saved the city $11,844 on the first project for which this material was specified.

This project must be complete, with all expenses incurred and paid for, before the end of June 2014 in order to receive DNR reimbursement. Liquidated Damages in an amount up to $100,000 are included within the contract documents to ensure this project is completed on time. Additionally, approval by Council of the Resolution and this case, shall be direction to Staff to identify with the contractor a programmatic project schedule which shall be referenced within the contract. This mutually agreed upon schedule shall be 'extra' enforceable insurance that the City's project remains a priority of the contractor, and thus assures success.

The City is required to award the project to the lowest "qualified" bidder. Past project performance issues with any particular contractor do not by themselves mean that they are not qualified to receive the bid. Their have been some issues apparent on other projects involving the low bidder, however, City needs to enforce performance through the contract, inspections, and financial guarantees. Staff will be prepared to answer questions about this process as desired.

Funding Source:

Primary funding is from the Minnesota DNR's Local Trail Connections program in the amount of $100,000.

The balance of the costs will be from the Park Trust Fund which had a beginning-year balance of approximately $2 million dollars. The precise amount is yet to be identified as some contracted engineering costs will be expensed from the fund for construction staking etc.; and thereafter, grant reimbursements (50%) will be sought for administration and engineering - with the net impact to the Park Trust Fund estimated to be between $72,283 and $86,141.02.

Recommendation:

Staff recommends approving Resolution #13-11-187 accepting the bid and awarding the contract for the construction of the Central Park to Alpine Drive Trail.

Action:

Motion to approve Resolution #13-11-187 accepting the bid and awarding the contract for the construction of the Central Park to Alpine Drive Trail to North Metro Asphalt & Contracting.

Attachments

Trail location exhibit
award memo
Resolution #13-11-187

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	11/06/2013 02:25 PM
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:24 PM
Form Started By: Mark Riverblood		Started On: 10/31/2013 03:23 PM
Final Approval Date: 11/07/2013		



Central Park to Alpine Drive Trail

Neighborhood Context

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
7533 Sunwood Drive NW • Ramsey, MN 55303
Phone (763) 433-2851 • Fax (763) 427-0833
www.bolton-menk.com

M E M O R A N D U M

Date: **October 31, 2013**

To: **Mark Riverblood, Parks & Asst. Public Works Supt.**
Bruce Westby, City Engineer
Leonard Linton, Civil Engineer II

From: **Kevin F. Bittner, P.E.** KFB
Project Manager

Subject: **Bid Results and Recommendation**
Armstrong Boulevard Trail Extension
BMI Project No: R16.106878

Nine bids were received on the Armstrong Boulevard Trail Extension project. The bids were checked and tabulated and the final results are summarized as follows:

Bidder	Bid
North Metro Asphalt, Ham Lake	$186,141.02
Dryden Excavating, Nowthen	$201,012.12
New Look Contracting, Elk River	$205,659.75
North Valley, Nowthen	$207,752.41
Omann Brothers, Albertville	$218,263.67
Blackstone Construction, Corcoran	$230,836.13
Hardrives Inc., Rogers	$232,925.97
North Pine Aggregate, Forest Lake	$254,730.70
Barber Construction, St. Bonifacius	$283,925.00
Engineer's Estimate	*$221,881.50*

A complete abstract of bids is attached.

Based on these bid results, I recommend awarding the contract to North Metro Asphalt of Ham Lake, contingent upon verification of their understanding of the completion schedule of the work. I assume City Staff will make this inquiry unless I am otherwise advised.

If you have any questions, please contact me.

KFB/kfb

ABSTRACT OF BIDS

ARMSTRONG BOULEVARD TRAIL EXTENSION
CITY OF RAMSEY, MINNESOTA
BMI PROJECT NO. R16.106878

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	Engineer's Estimate		1 North Metro Asphalt Ham Lake, MN		2 Dryden Excavating Nowthen, MN		3 New Look Contracting Elk River, MN		4 North Valley Nowthen, MN	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	$15,000.00	$15,000.00	$9,000.00	$9,000.00	$4,000.00	$4,000.00	$13,025.00	$13,025.00	$4,832.52	$4,832.52
2	CLEARING & GRUBBING	1	LS	$40,000.00	$40,000.00	$9,550.00	$9,550.00	$10,250.00	$10,250.00	$12,750.00	$12,750.00	$7,624.65	$7,624.65
3	COMMON EXCAVATION (EV) (P)	1775	CY	$6.00	$10,650.00	$14.91	$26,465.25	$17.12	$30,388.00	$14.00	$24,850.00	$18.54	$32,908.50
4	SUBGRADE EXCAVATION (EV)	100	CY	$6.00	$600.00	$12.81	$1,281.00	$10.00	$1,000.00	$17.50	$1,750.00	$0.11	$11.00
5	SELECT GRANULAR BORROW (CV)	100	CY	$18.00	$1,800.00	$21.00	$2,100.00	$20.00	$2,000.00	$15.00	$1,500.00	$0.11	$11.00
6	GEOTEXTILE FABRIC, TYPE 3	400	SY	$5.00	$2,000.00	$3.15	$1,260.00	$2.00	$800.00	$2.60	$1,040.00	$2.31	$924.00
7	TOPSOIL BORROW (LV)	837	CY	$20.00	$16,740.00	$18.90	$15,819.30	$30.00	$25,110.00	$29.50	$24,691.50	$38.40	$32,140.80
8	AGGREGATE SURFACING CLASS 2 (CV)	40	CY	$25.00	$1,000.00	$50.00	$2,000.00	$15.00	$600.00	$68.00	$2,720.00	$37.59	$1,503.60
9	SALVAGE AGGREGATE BASE FROM CITY STOCKPILE	752	CY	$15.00	$11,280.00	$15.75	$11,844.00	$15.00	$11,280.00	$12.15	$9,136.80	$22.39	$16,837.28
10	BITUMINOUS PATCH - ROADWAY	145	SY	$30.00	$4,350.00	$32.50	$4,712.50	$21.24	$3,079.80	$10.00	$1,450.00	$45.64	$6,617.80
11	TYPE SP 9.5 WEARING COURSE (2,B) 2" THICK	638	TON	$95.00	$60,610.00	$85.00	$54,230.00	$87.54	$55,850.52	$79.85	$50,944.30	$74.71	$47,664.98
12	18" CMP SAFETY APRON	5	EA	$500.00	$2,500.00	$682.50	$3,412.50	$522.00	$2,610.00	$675.00	$3,375.00	$853.74	$4,268.70
13	15" CM PIPE APRON	2	EA	$250.00	$500.00	$336.00	$672.00	$174.00	$348.00	$325.00	$650.00	$735.62	$1,471.24
14	18" CM PIPE CULVERT	150	LF	$24.00	$3,600.00	$44.10	$6,615.00	$30.00	$4,500.00	$32.00	$4,800.00	$37.59	$5,638.50
15	15" CMP PIPE CULVERT	26	LF	$22.00	$572.00	$42.00	$1,092.00	$29.00	$754.00	$32.00	$832.00	$33.29	$865.54
16	CONNECT TO EXISTING CULVERT	3	EA	$500.00	$1,500.00	$420.00	$1,260.00	$500.00	$1,500.00	$465.00	$1,395.00	$1,342.37	$4,027.11
17	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	6	LF	$225.00	$1,327.50	$546.00	$3,221.40	$966.10	$5,699.99	$325.00	$1,917.50	$637.89	$3,763.55
18	CASTING ASSEMBLY	2	EA	$600.00	$1,200.00	$917.40	$1,834.80	$448.00	$896.00	$750.00	$1,500.00	$746.36	$1,492.72
19	6" CONCRETE WALK	1117	SF	$4.00	$4,468.00	$3.83	$4,278.11	$7.70	$8,600.90	$8.45	$9,438.65	$5.10	$5,696.70
20	TRUNCATED DOMES	180	SF	$50.00	$9,000.00	$36.75	$6,615.00	$40.70	$7,326.00	$40.00	$7,200.00	$40.81	$7,345.80
21	TRAFFIC CONTROL	1	LS	$4,000.00	$4,000.00	$3,000.00	$3,000.00	$2,700.00	$2,700.00	$2,750.00	$2,750.00	$2,577.35	$2,577.35
22	SEDIMENT BARRIER (SILT FENCE OR BIOROLL)	6116	LF	$2.50	$15,290.00	$1.26	$7,706.16	$1.50	$9,174.00	$2.75	$16,819.00	$1.61	$9,846.76
23	EARTHEN BERM (DITCH CHECK)	12	EA	$200.00	$2,400.00	$100.00	$1,200.00	$150.00	$1,800.00	$300.00	$3,600.00	$118.13	$1,417.56
24	SEEDING	1	ACRE	$2,000.00	$2,800.00	$840.00	$1,176.00	$2,500.00	$3,500.00	$200.00	$280.00	$107.39	$150.35
25	EROSION CONTROL BLANKET CATEGORY 3	5796	SY	$1.50	$8,694.00	$1.00	$5,796.00	$1.25	$7,245.00	$1.25	$7,245.00	$1.40	$8,114.40
			TOTAL		$221,881.50		$186,141.02		$201,012.21		$205,659.75		$207,752.41

ABSTRACT OF BIDS

ARMSTRONG BOULEVARD TRAIL EXTENSION
CITY OF RAMSEY, MINNESOTA
BMI PROJECT NO. R16.106878

ITEM NO.	ITEM	APPROX. QUANT.	UNIT	5 Omann Brothers Albertville, MN		6 Blackstone Construction Corcoran, MN		7 Hardrives Inc. Rogers, MN		8 North Pine Aggregate Forest Lake, MN		9 Barber Construction St. Bonifacius, MN	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	$5,000.00	$5,000.00	$25,000.00	$25,000.00	$30,000.00	$30,000.00	$21,250.00	$21,250.00	$14,000.00	$14,000.00
2	CLEARING & GRUBBING	1	LS	$11,352.00	$11,352.00	$9,800.00	$9,800.00	$10,702.33	$10,702.33	$12,500.00	$12,500.00	$18,000.00	$18,000.00
3	COMMON EXCAVATION (EV) (P)	1775	CY	$17.00	$30,175.00	$17.75	$31,506.25	$15.52	$27,548.00	$24.00	$42,600.00	$15.00	$26,625.00
4	SUBGRADE EXCAVATION (EV)	100	CY	$24.83	$2,483.00	$22.00	$2,200.00	$15.52	$1,552.00	$15.00	$1,500.00	$10.00	$1,000.00
5	SELECT GRANULAR BORROW (CV)	100	CY	$35.70	$3,570.00	$20.00	$2,000.00	$13.38	$1,338.00	$16.00	$1,600.00	$30.00	$3,000.00
6	GEOTEXTILE FABRIC, TYPE 3	400	SY	$2.00	$800.00	$1.50	$600.00	$2.68	$1,072.00	$3.00	$1,200.00	$3.00	$1,200.00
7	TOPSOIL BORROW (LV)	837	CY	$42.06	$35,204.22	$44.00	$36,828.00	$31.57	$26,424.09	$33.00	$27,621.00	$60.00	$50,220.00
8	AGGREGATE SURFACING CLASS 2 (CV)	40	CY	$72.90	$2,916.00	$30.80	$1,232.00	$69.56	$2,782.40	$35.00	$1,400.00	$35.00	$1,400.00
9	SALVAGE AGGREGATE BASE FROM CITY STOCKPILE	752	CY	$22.00	$16,544.00	$17.29	$13,002.08	$13.38	$10,061.76	$34.00	$25,568.00	$13.00	$9,776.00
10	BITUMINOUS PATCH - ROADWAY	145	SY	$57.00	$8,265.00	$28.50	$4,132.50	$90.78	$13,163.10	$54.35	$7,880.75	$60.00	$8,700.00
11	TYPE SP 9.5 WEARING COURSE (2,B) 2" THICK	638	TON	$80.50	$51,359.00	$75.40	$48,105.20	$78.00	$49,764.00	$80.00	$51,040.00	$100.00	$63,800.00
12	18" CMP SAFETY APRON	5	EA	$553.28	$2,766.40	$550.00	$2,750.00	$722.38	$3,611.90	$475.00	$2,375.00	$1,500.00	$7,500.00
13	15" CM PIPE APRON	2	EA	$215.93	$431.86	$100.00	$200.00	$347.81	$695.62	$275.00	$550.00	$600.00	$1,200.00
14	18" CM PIPE CULVERT	150	LF	$32.34	$4,851.00	$25.00	$3,750.00	$34.25	$5,137.50	$53.00	$7,950.00	$30.00	$4,500.00
15	15" CMP PIPE CULVERT	26	LF	$29.90	$777.40	$35.00	$910.00	$34.25	$890.50	$78.00	$2,028.00	$28.00	$728.00
16	CONNECT TO EXISTING CULVERT	3	EA	$310.32	$930.96	$450.00	$1,350.00	$497.64	$1,492.92	$580.00	$1,740.00	$1,500.00	$4,500.00
17	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	6	LF	$1,225.59	$7,230.98	$475.00	$2,802.50	$347.81	$2,052.08	$950.00	$5,605.00	$1,000.00	$5,900.00
18	CASTING ASSEMBLY	2	EA	$774.93	$1,549.86	$475.00	$950.00	$1,072.09	$2,144.18	$630.00	$1,260.00	$1,000.00	$2,000.00
19	6" CONCRETE WALK	1117	SF	$4.90	$5,473.30	$7.20	$8,042.40	$6.15	$6,869.55	$6.75	$7,539.75	$8.00	$8,936.00
20	TRUNCATED DOMES	180	SF	$39.22	$7,059.60	$38.00	$6,840.00	$37.46	$6,742.80	$38.00	$6,840.00	$50.00	$9,000.00
21	TRAFFIC CONTROL	1	LS	$2,500.00	$2,500.00	$4,500.00	$4,500.00	$2,568.46	$2,568.46	$3,600.00	$3,600.00	$4,000.00	$4,000.00
22	SEDIMENT BARRIER (SILT FENCE OR BIOROLL)	6116	LF	$1.50	$9,174.00	$1.20	$7,339.20	$2.07	$12,660.12	$1.95	$11,926.20	$3.00	$18,348.00
23	EARTHEN BERM (DITCH CHECK)	12	EA	$0.01	$0.12	$350.00	$4,200.00	$332.69	$3,992.28	$150.00	$1,800.00	$200.00	$2,400.00
24	SEEDING	1	ACRE	$887.52	$1,242.53	$5,000.00	$7,000.00	$690.27	$966.38	$80.00	$112.00	$4,000.00	$5,600.00
25	EROSION CONTROL BLANKET CATEGORY 3	5796	SY	$1.14	$6,607.44	$1.00	$5,796.00	$1.50	$8,694.00	$1.25	$7,245.00	$2.00	$11,592.00
					$218,263.67		$230,836.13		$232,925.97		$254,730.70		$283,925.00

RESOLUTION #13-11-187

RESOLUTION ACCEPTING BID AND AWARDING CONTRACT FOR THE CENTRAL PARK TO ALPINE DRIVE TRAIL

WHEREAS, access to parks, trails, and recreation areas, are essential to the quality of life, health and welfare of the city of Ramsey and the state's residents; and

WHEREAS, the Central Park to Alpine Park Trail provides important connections within the community, and Ramsey also recived a $100,000.00 reimbursement grant from the State of Minnestoa DNR; and

WHEREAS, the abovementioned trail will generate additional economic activity within The COR and for Ramsey's businesses, and likewise support Game Fair; and

WHEREAS, pursuant to a motion of the Ramsey City Council, adopted September 24, 2013, authorizing the preparations of plans and specifications and advertisement for bids for the trail; and

WHEREAS, bids were received, opened, and tabulated, and the following bids were found to comply with the advertisement for bids; and

Bidder	Bid
North Metro Asphalt, Ham Lake	$186,141.02
Dryden Excavating, Nowthen	$201,012.12
New Look Contracting, Elk River	$205,659.75
North Valley, Nowthen	$207,752.41
Omann Brothers, Albertville	$218,263.67
Blackstone Construction, Corcoran	$230,836.13
Hardrives Inc., Rogers	$232,925.97
North Pine Aggregate, Forest Lake	$254,730.70
Barber Construction, St. Bonifacius	$283,925.00

WHEREAS, the bid of North Metro Asphalt & Contracting of Ham Lake, Minnesota, in the amount of $186,141.02 for the construction of said improvements is accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder and their bid shall be hereby are accepted; and

WHEREAS, up to $100,000 in reimbursements are contractually obligated to the City from the Minnesota Department of Natural Resources for the trail construction project, with the balance of monies dedicated from the Park Trust Fund estimated to be between $72,283 and a not-to-exceed amount of $86,141.02.

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

1) That the Mayor and City Administrator are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey.

2) That the Parks & Assistant Public Works Superintendant is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids at such time that a contract has been executed.

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 12th day of November, 2013.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **7. 4.**

Meeting Date: 11/12/2013

By: Bruce Westby, Engineering/Public Works

Information

Title:

Consideration of Alternatives for Replacing Vanadium Street Culvert

Purpose/Background:

Purpose -

The purpose of this case it to evaluate options for replacing the existing 48" Corrugated Metal Pipe (CMP) culvert that conveys storm water runoff flowing through Anoka County Ditch #14 under Vanadium Street, north of Green Valley Road. This culvert, which is approximately 40 years old, is failing due to severe corrosion and should be replaced as soon as practical to prevent it from collapsing, resulting in the subsequent collapse of a portion of Vanadium Street. ***Figure 1*** (attached) includes two pictures showing the existing corrosion.

Background -

The city completed a storm sewer maintenance project this fall along Vanadium Street, north of Green Valley Road. ***Figure 2*** (attached) shows the project location, and ***Figure 3*** (attached) shows where the culvert crossing is. This project consisted of extending and/or replacing various culverts and establishing new turf in the impacted areas within the roadside ditches along Vanadium Street. The project was awarded to Dryden Excavating, who submitted a low quote of $8,630. Final project costs came in at $10,850. This storm sewer maintenance project was not identified in the City's 5-year CIP.

During this maintenance project, the property owner at 17730 Vanadium Street NW notified staff that a sink hole was forming in their back yard, and that the slope in their back yard along Anoka County Ditch #14 has been eroding more and more over the last several years. Upon reviewing their concerns, staff noted that the sink hole was forming around a culvert apron that collects runoff from the ditch along the west side of Vanadium Street and directs it into County Ditch #14. Staff also noticed that the erosion issues in the back yard were due in large part to the existence of a bend in the County Ditch, which appeared to be created by the 48" culvert under Vanadium Street being installed at an angle to the natural ditch line. Upon checking the condition of the 48" CMP culvert under Vanadium Street, staff found it to be in poor condition with extensive corrosion, particularly along the spring-line of the pipe as shown in ***Figure 1***. When the culvert is replaced, staff plans to realign the culvert by moving the inlet end on the west side of Vanadium Street to the north about 10 feet which will straighten the ditch line out to minimize the potential for future erosion of the ditch bank.

Since this culvert conveys runoff through County Ditch #14, staff contacted Anoka County to inquire what the County's requirements are for replacing such culverts. Staff was directed to replace the culvert with a new culvert of the same material and size, and to install it at the same elevations to ensure the drainage capacity of the culvert, and therefore the ditch, remains unchanged. Staff was also informed that if a different culvert material was to be proposed the city would need to first complete storm water modeling to determine the effects of the new culvert on flows in the ditch, both upstream and downstream. Based on the County's response, and considering the time of the year, staff immediately requested quotes from three local contractors for replacing the culvert with a new 48" CMP culvert. Quotes ranged from $33,655 to $50,184 and covered all costs for removing the old culvert, trenching the new culvert across the road one half at a time to allow one lane of traffic to remain open at all times, for establishing turf on all disturbed areas, and for repairing/paving Vanadium Street.

It is important to note that one lane of traffic must remain open at all times since there is no other access to the properties north of this culvert so everyone must use Vanadium Street and Green Valley Road for access.

Notification:
None required.

Observations/Alternatives:
Staff also evaluated the cost to install a new lining in the existing culvert, rather than replacing it, which would provide needed structural support. However, the cost for materials alone would exceed $20,000, and when factoring in labor the costs to line the culvert would exceed the cost of the lowest quote received for installing a new CMP culvert, even with the needed road repairs. As such, staff does not recommend this option be considered.

Staff also evaluated costs to replace the 48" CMP with 48" Reinforced Concrete Pipe (RCP) and 48" High Density Polyethylene (HDPE) Pipe. The life expectancy of CMP has proven to be about 30 to 40 years, whereas the life-expectancy of RCP has proven to exceed 50 years. The life expectancy of HDPE is estimated to be more than 50 years too, but since HDPE has not been in use this long this has yet to be proven. However, based on the condition of HDPE pipe that has been installed for 20 years or so, the general consensus is that the life expectancy of HDPE pipe will be at least 50 years.

Below is a table outlining the estimated costs for replacing the 48" CMP culvert with 48" CMP, 48" HDPE, or 48" RCP pipe. Even though the drainage capacity of HDPE and RCP pipes are greater than CMP pipe due to their smooth inside walls, staff does not recommend reducing the pipe diameter because the culvert immediately upstream is a 48" culvert and it is generally not an accepted practice to reduce pipe sizes downstream. The project cost for each pipe type in the last column includes costs for the two flared end sections. And if RCP pipe were to be used, there would be an additional project cost of about $5,000 for additional grading and traffic control requirements due to the shorter pipe lengths.

Pipe Size & Material	Estimated Furnish & Install Cost per Lineal Foot	Estimated Furnish & Install Cost for Project (includes 2 FES's)
48" CMP	$185	$14,200
48" HDPE	$160	$12,500
48" RCP	$325	$26,200

Per the estimated costs above, HDPE pipe appears to be the most economical to install while CMP pipe is not far behind. RCP is by far the most expensive.

Funding Source:
The replacement of this 48” CMP culvert is not identified in the 5-year CIP, and no money was budgeted for this work in 2013, or in 2014. This work is therefore proposed to be paid for through the Stormwater Fund.

Recommendation:
Staff recommends replacing the existing culvert with 48" CMP pipe as soon as possible.

Since County Ditch #14 is currently dry and the residential neighborhood north of this culvert crossing has no other access, one lane of traffic must be maintained at all times during the work. If this work is delayed until next spring/summer, the ditch will likely be conveying storm water runoff which would require the water to be pumped through a hose across Vanadium Street, thereby prohibiting or even preventing one lane of traffic from being maintained at all times. Also, considering the small cost savings that could be realized by switching from CMP to HDPE pipe, this savings may not justify the delays associated with switching to HDPE pipe due to completing the required storm water modeling and the potential cost increase associated with ripping through frost if the delays are substantial and/or the weather turns cold quickly.

Bituminous plants will be closing soon so the sooner this work can be completed the better the chance is that the

street can be paved this fall. If staff needs to complete storm water modeling due to switching to HDPE pipe, paving would most likely not be able to be completed this fall. However, if a small section of Vanadium Street were to remain a gravel surface over the winter, Public Works does not envision this as being an issue for snow plowing. In this event, the street would be paved in the spring in conjunction with another paving project in this area.

If Council approves the use of 48" CMP pipe, the contractor that provided the low quote of $33,655.16 has informed staff that they could still likely complete the work as soon as a contract is awarded.

Staff also recommends approving a new inspection program whereby staff will inspect all similar culverts on a regular basis to allow all future culvert replacement projects to be added to the CIP and budgeted for through annual culvert replacement projects, as needed.

Action:
Motion approving a regular culvert inspection program to be implemented by staff in 2014, the results of which will be added to the CIP and used to budget for annual culvert replacement projects, as needed.

-- AND --

Motion to replace the existing 48" CMP culvert with a new 48" CMP culvert.

--OR --

Motion to replace the existing 48" CMP culvert with a 48" HDPE culvert.

-- OR --

Motion to evaluate other alternatives as directed by Council.

Attachments

Figure 1
Figure 2
Figure 3

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	11/07/2013 11:50 AM
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:08 PM
Form Started By: Bruce Westby		Started On: 10/29/2013 05:51 PM
Final Approval Date: 11/07/2013		

FIGURE 1



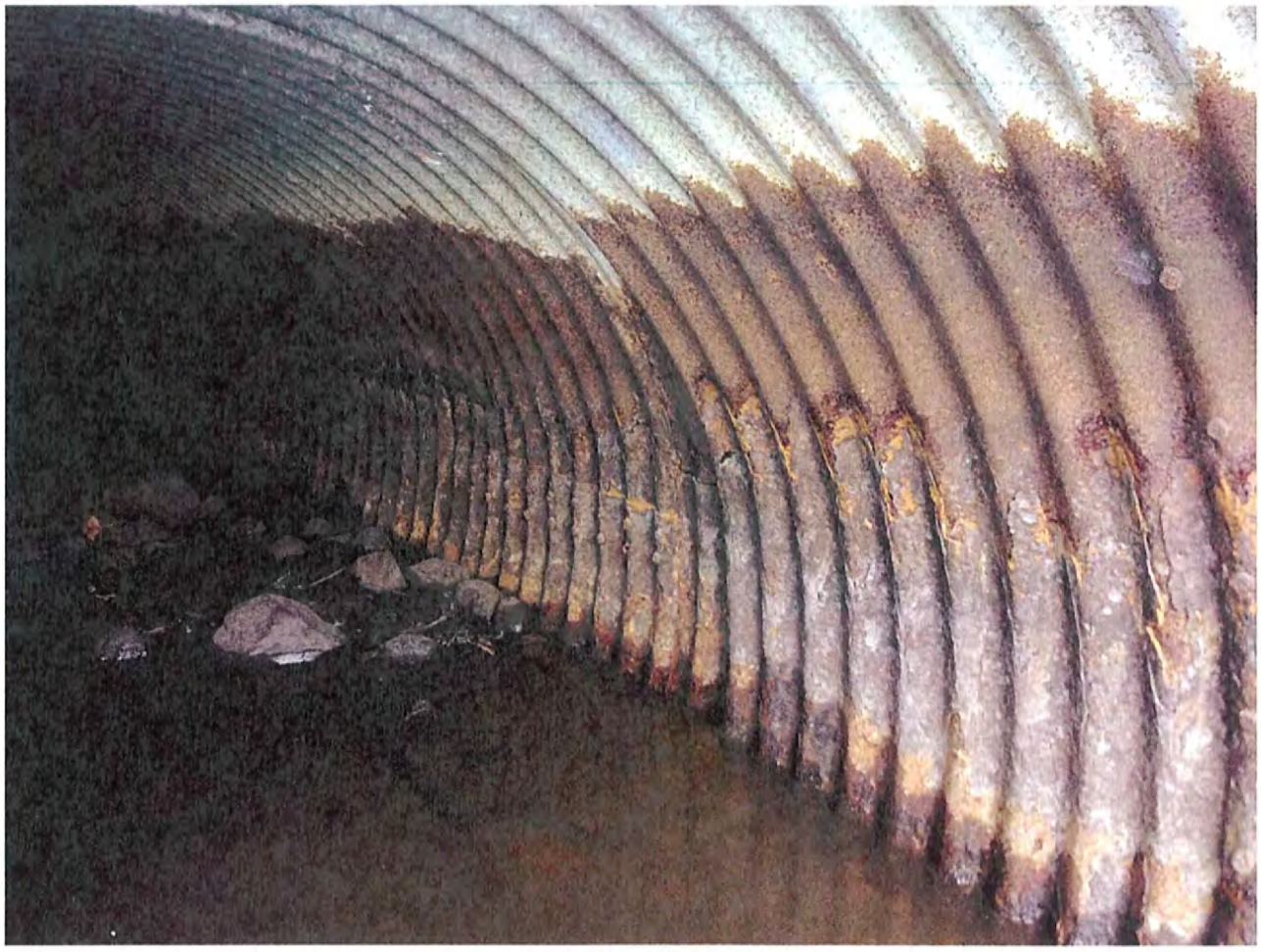


FIGURE 2

Project Location Map

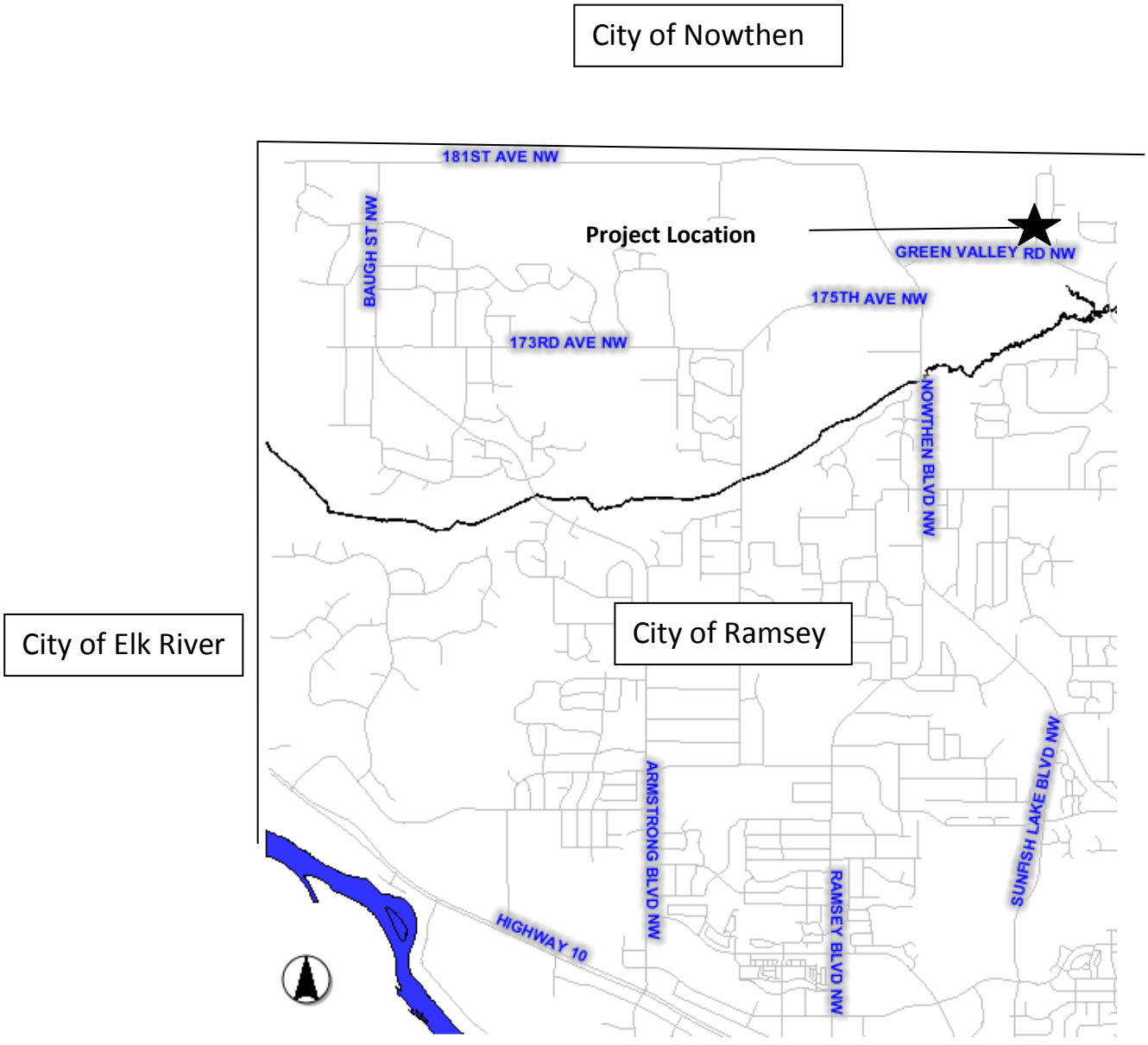
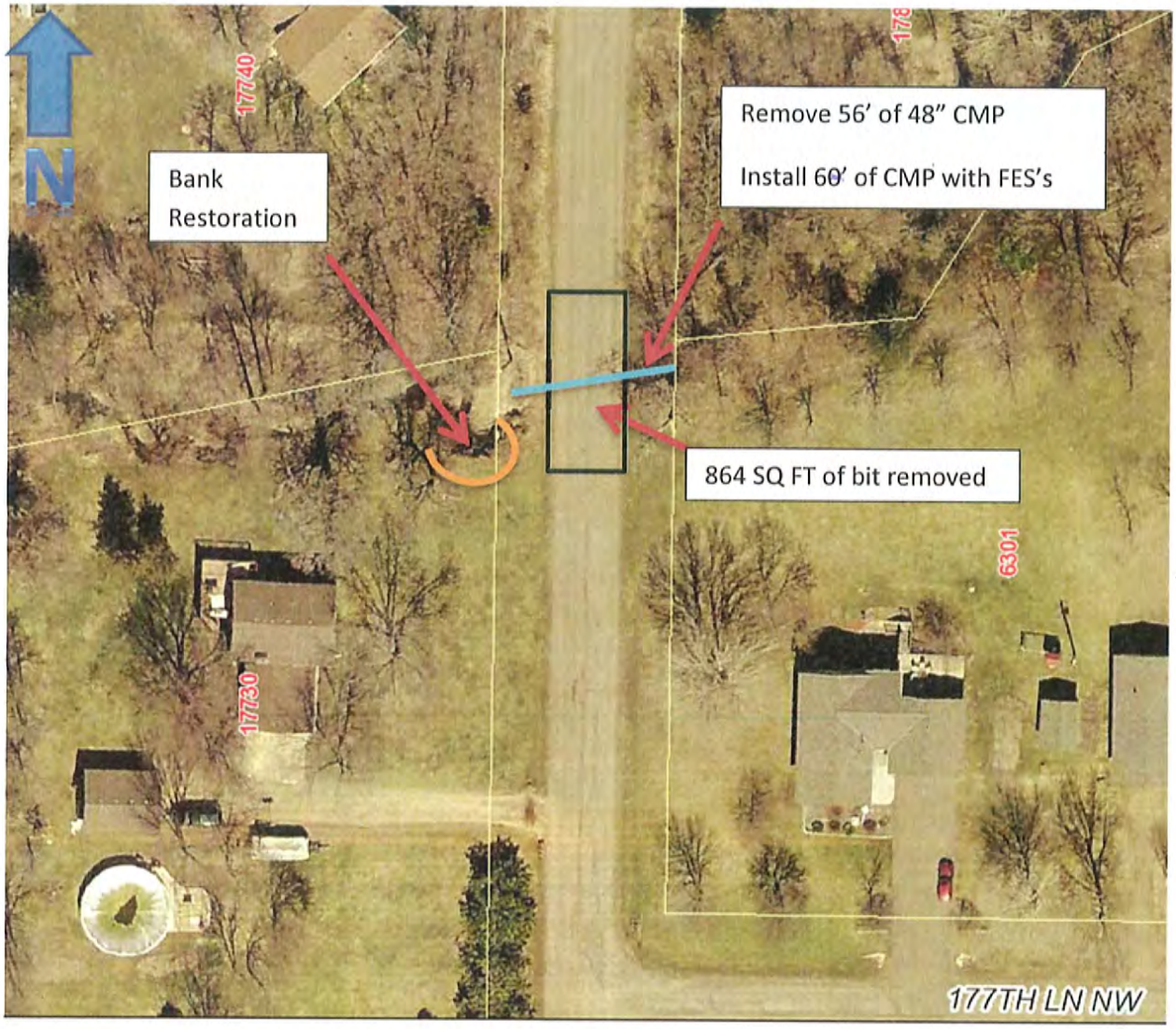


FIGURE 3


N
17740
Bank
Restoration
Remove 56' of 48" CMP
Install 60' of CMP with FES's
864 SQ FT of bit removed
6301
17730
177TH LN NW

CC Regular Session **7. 5.**

Meeting Date: 11/12/2013

By: Tim Gladhill, Community Development

Information

Title

Approve Amended Development Permit With McDonald's USA, LLC for Lot 2, Block 1, COR TWO

Purpose/Background:

McDonald's USA, LLC has requested several revisions to their Development Permit. The Development Permit was previously amended by City Council action on August 27, 2013 to align to required completion date of all required improvements with the date within the Real Estate Agreement (REA) with the City's Housing and Redevelopment Authority (HRA). Presently, they are requesting several minor revisions to better clarify responsibility for certain required improvements. Specifically, to amend paragraph 7 to clarify that the Permittee is only required to construct the private Required Improvements and not for the Stage I and Stage II Improvements associated with the COR TWO plat. Also, to amend Paragraph 12 to clarify that the HRA has already secured the Lower Rum River Watershed Management Organization (LRRWMO) permit. Also, to amend paragraph 22 to state that the Stage I and Stage II Improvements for the COR TWO plat have now been completed by the City's HRA and to amend paragraph 23 to state that an agreement is being prepared to outline maintenance responsibilities for the shared utilities across Lots 1-3 Block 1 COR TWO and that said agreement shall be recorded as part of the real estate transaction between the Permittee and the HRA prior to construction.

McDonald's USA, LLC has also requested clarifying language as it relates to the Inspection Fees referenced in paragraph 10 and the Maintenance Guarantee for Landscaping referenced in paragraph 13. They would prefer specific language setting forth a mechanism of how and when those funds are to be escrowed. Staff is working with McDonald's USA, LLC to develop language acceptable to both parties. Staff intends to provide an update to the City Council with regard to the proposed language at the City Council meeting.

Funding Source:

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

Recommendation:

Staff recommends approving the Amended Development Permit.

Action:

Motion to approve the Amended Development Permit.

Attachments

Site Location Map

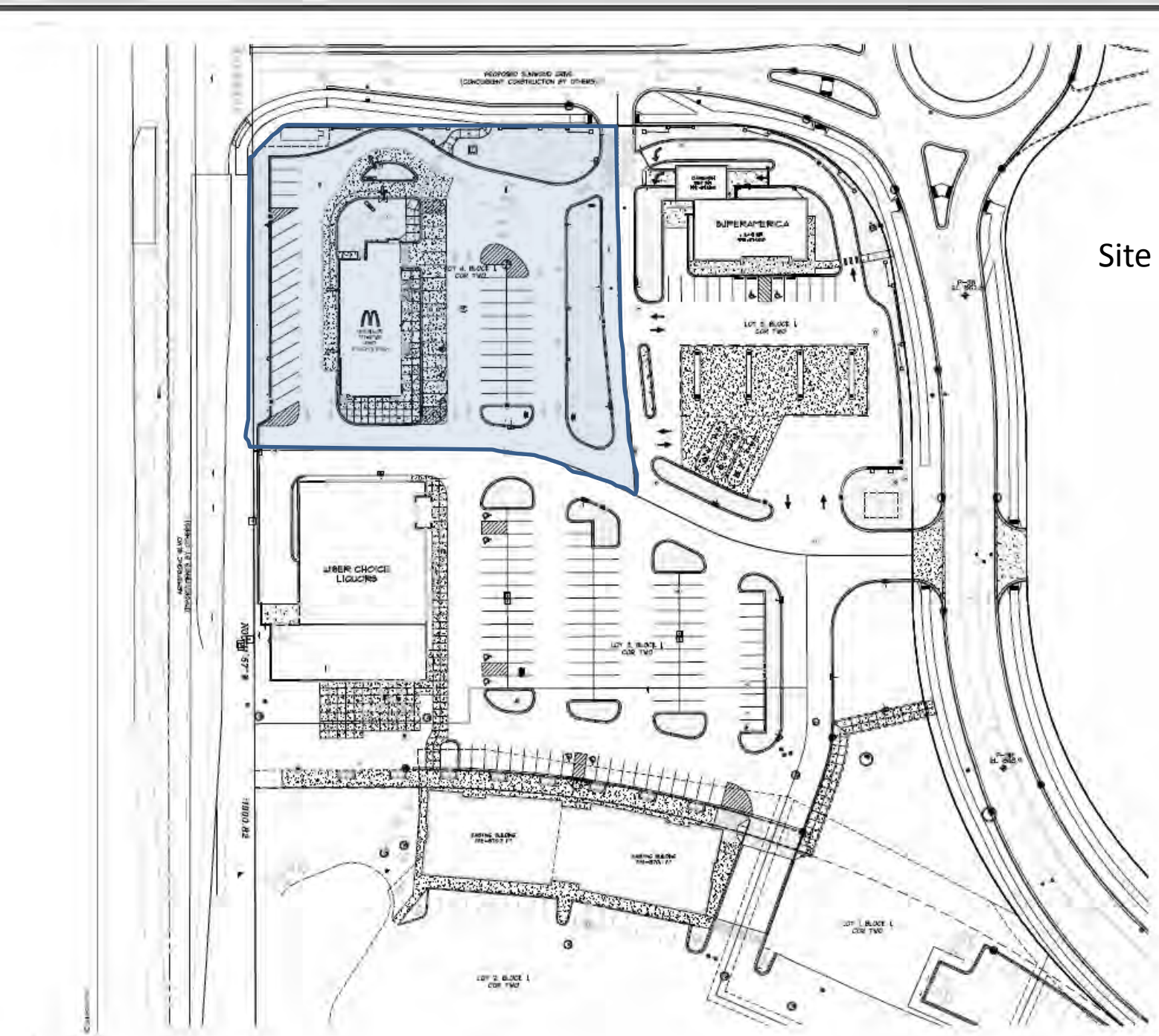
Amended Development Permit

Exhibit A (Referenced in Amended Development Permit)

Form Review

Inbox	Reviewed By	Date
Tim Gladhill (Originator)	Tim Gladhill	11/07/2013 12:36 PM
Kurt Ulrich	Kurt Ulrich	11/07/2013 04:38 PM
Form Started By: Tim Gladhill		Started On: 11/06/2013 11:37 AM

Final Approval Date: 11/07/2013



Site Location Map

MCDONALD'S
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 **MCDONALD'S USA LLC,** a ~~Limited Liability Corporation (Foreign)~~Delaware limited liability company under the laws of the State of ~~Minnesota~~Delaware, whose address is ~~1650 W 82nd Street, Suite 900, Bloomington, MN 55431~~One McDonald's Plaza, Oak Brook, IL 60523 (the **"PERMITTEE"**).

WITNESSETH:

WHEREAS, the **PERMITTEE** is the fee owner of the following described property situated in the **CITY OF RAMSEY**, County of Anoka, State of Minnesota, and legally described as follows:

Lot 2, Block 1, COR TWO, Anoka County, Minnesota

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

WHEREAS, on January 22, 2013 the **CITY** approved the final site plan for McDonald's on the Subject Property; and

WHEREAS, on August 27, 2013 the **CITY** approved the revised final site plan for McDonald's 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 Landform Professional Services, LLC, dated November 26, 2012, revised July 29, 2013 and by Ware Malcomb dated July 18, 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 Landform Professional Services, LLC, dated November 26, 2012, revised July 29, 2013 and architectural elevations prepared by Ware Malcomb dated July 18, 2013, and approved by the City Council on August 27, 2013 contingent upon compliance with the Staff Report dated December 28, 2012 and revised on January 18, 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 (NOTE: the following requirements are related to the private Required Improvements. The PERMITTEE is not responsible for constructing Stage I Improvements and Stage II Improvements that are being dedicated as part of the approval of the plat entitled COR TWO):

   a. Site grading in accordance with the Grading Plan prepared by Landform Professional Services, LLC, dated November 26, 2012, revised July 29, 2013.
   b. Private storm sewer and appurtenances.
   c. Private sanitary sewer system
   d. Private watermains and appurtenances
   ~~e. Private trunk and lateral storm drainage facilities~~
   ~~f.~~e. Bituminous driveways, parking lots, and maneuvering areas, including access to Sunwood Drive.
   ~~g.~~f. Continuous, B6/12 concrete curbing and gutter around the perimeter of all bituminous surfaces.
   ~~h.~~g. Installation of Landscaping in accordance with the Landscape Plan prepared by Landform Professional Services, dated November 26, 2012, revised July 29, 2013.
   ~~i.~~h. Irrigation metering and backflow devices shall be approved as part of the Utility Plan, and installed accordingly.
   ~~j.~~i. Irrigation rain sensors shall be installed and appropriately placed throughout the development.
   ~~k.~~j. Establishment of turf in areas disturbed during construction and in accordance with the Site Plan.
   ~~l.~~k. 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 December 28, 2012, revised January 18, 2013.

8. **Required Improvements Completion Date**. The Required Improvements shall be completed on or before 720 days from the date of closing on the **Subject Property**.

9. **Required Improvements Financial Guarantee**. In order to ensure the installation of the Required Improvements in accordance with **CITY** specifications and in a timely manner, the **PERMITTEE** shall be required to deposit with the **CITY** a cash escrow or letter of credit, approved as to form by the **CITY**, in the amount of Sixty Five Thousand Dollars and No Cents. (**$65,000.00**), which is 150% of the **CITY's** estimated cost of the Required Improvements. Prior to the issuance of the building permit, all financial guarantees must be provided as required herein.

Upon completion of the construction of the Required Improvements, the financial guarantee shall be returned to the **PERMITTEE** and the **PERMITTEE** shall be required to provide the landscaping maintenance guarantee described in Item #13 of this Development Permit. The determination of completion of the construction of the Required Improvements shall be made by 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 Two Thousand One Hundred Sixty Seven Dollars and No Cents **($2,167.00)** (5% x $43,333.00). Upon completion of the Required Improvements to the satisfaction of the City, any surplus balance remaining in the **CITY's** escrow account shall be refunded to the **PERMITTEE**.

11. **Development Fees.** The **PERMITTEE** shall be responsible for payment of all applicable development fees as outlined in Exhibit A attached hereto, prior to issuance of a building permit. The rate in effect at the time of execution of this Agreement will be collected.

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~~rock entrance as required for erosion control and stormwater construction permit; (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 (this has already been completed by the Housing and Redevelopment Authority in and for the City of Ramsey), (f) all applicable development fees, as outlined in Exhibit A attached hereto, have been paid to the **CITY**. The **CITY** reserves the right to suspend all building activities upon the **CITY** being notified by an outside agency that the appropriate permit(s) was not obtained from the applicable agency. Approval of the building foundation requires a certificate of elevation signed by a licensed (State of Minnesota), professional land surveyor, verifying that the elevation is in accordance with the approved grading plan for the Plat. Foundation approvals will require a certificate of elevation verifying that the actual elevation is in compliance with the approved grading and drainage plan. The lowest floor elevation shall be at least two (2) feet above the 100 year elevation.

    No occupancy permit for any lot in the Plat shall be issued until: (a) vehicular access to the lot is provided including the installation of at least one layer of bituminous surfacing; (b) all utilities are in place, operational and accepted by the **CITY**; (c) for lots that have a slope of less than 2%, a certificate of grading, prepared by a licensed (State of Minnesota), professional land surveyor, must be provided to the **CITY** documenting that the flattest grade on this lot is 1% or greater will require certificates of grading.

SECTION III~~IV~~
LANDSCAPING

13. **Maintenance Guarantee for Landscaping**. It is herein agreed that the **PERMITTEE** shall provide a maintenance guarantee to ensure the survival of the plantings. Said maintenance guarantee shall consist of cash or a letter of credit, approved as to form by the **CITY**, in the amount of Two Thousand Two Hundred Seventy-Three Dollars and No Cents (**2,273.00)** [# plantings (13 trees, 49 shrubs) x cost/planting ($300/tree, $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** acceptance of said plantings as part of the Required Improvements.

    At the end of the two (2) year period, the **PERMITTEE** shall contact the **CITY** to schedule a final inspection of the landscaping. The determination that all plantings that have been planted in accordance with the **Site Plan** have either survived or have been replaced shall be made by the Community Development Department. Upon approval of the final landscape inspection by the **CITY,** the maintenance guarantee shall be returned to the **PERMITTEE**. In the event the **PERMITTEE** fails to maintain the required plantings for a two (2) year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of replacing plantings in the event of the **PERMITTEE** default.

SECTION V
GENERAL

14. **Boulevard and Area Restoration**. The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the approved erosion and sediment control plan. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to this **Site Plan** resulting from grading performed in the development of the land.

15. **Construction Site Maintenance**. The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.

16. **Estimated Cost**. It is understood and agreed that cost amounts set forth in this Agreement as Required Improvements, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.

17. **Site Plan Approval Expenses**. The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the **Site Plan**, including, but not limited to administration expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the **CITY** and outstanding billings shall be paid prior to issuance of the building permit. Any expenses incurred after the release of the building permit shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY's** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this contract for payment.

18. **Reimbursement to the City**. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

19. **Invalidity of Any Section**. If any portion, section, subsection, sentence, clause, paragraph or phase of this Agreement is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not effect or void any of the other provisions of this Agreement.

20. **Proof of Authority**. When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.

21. **Violation of This Permit**. If the **PERMITTEE** fails to perform any of the terms of this Development Permit in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the **PERMITTEE** or the issuer of **PERMITTEE** financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this Development Permit by the **PERMITTEE** shall also be grounds for denial of Building Permit or issuance of Certificate of Occupancy.

22. **Relationship to COR TWO Plat.** ~~The approval of this Site Plan is contingent upon completion of the requirements of the COR TWO plat. The City Council approved a Development Agreement by and between the City of Ramsey and the Housing and Redevelopment Authority in and for the City of Ramsey. Before any development can occur on the **Subject Property**, the terms of said Development Agreement must be satisfied and include, but are not limited to, Stage I Improvements, Development Fees, financial sureties, and engineering inspection fees~~Stage I Improvements and Stage II Improvements required for the completion of the COR TWO plat have been completed by the Housing and Redevelopment Authority in and for the City of Ramsey. .

23. **Stormwater Treatment System.** ~~A legal instrument, such as an easement or right-of-access, shall be provided to the **CITY** to ensure the stormwater treatment system can be accessed and repaired, upon proper notification to the **PERMITTEE**, whenever needed~~An agreement between the owners of Lots 1-3, Block 1, COR TWO is being prepared to outline ongoing maintenance responsibilities for the shared utilities. It is anticipated that this agreement shall be recorded as part of the real estate transaction between the **PERMITTEE** and the **HRA**. This agreement shall be recorded prior to commencing construction.

23. **Agreement Binding On Successors and Assigns**. The **PERMITTEE** agrees that this Development Permit shall be binding upon its successors and assigns.

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Commented [TG1]: Admittedly, this paragraph needs revision per legal format.

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

MCDONALD'S USA 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 McDonald's USA LLC, a Delaware limited liability company ~~Limited Liability Corporation (Foreign)~~ under the laws of the State of ~~Minnesota~~Delaware, on behalf of the corporation.

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

REVIEWED BY:
~~Randall & Goodrich~~Ratwik, Roszak & Maloney, P.A.
~~2140 Fourth Avenue~~730 Second Ave. S., Suite 300
~~Anoka, MN 55303~~Minneapolis, MN 55402

EXHIBIT A
McDonald's Site Plan Development Fees

City of Ramsey

2013 Commercial and Industrial Development Fee Calculator

	Units	Unit Type	Unit Price	Total	Notes
Park Dedication and Trail Development					
Park Dedication					
Commercial; or	1.36	per net dev. acre	*$4,738*	$6,444	
Industrial		per net dev. acre	*$3,966*	$0	
Trail Development	1.36	per net dev. Acre	*$1,090*	$1,482	
Subtotal Park and Trail Development				***$7,926***	
Water and Sewer Fees					
Water Fees					
Trunk/Connection	1.36	per net dev. Acre	*$5,835*	$7,936	
Lateral		per connection	*$6,143*	$0	If already constructed
Sewer Fees					
Trunk/Connection	1.36	per net dev. acre	*$3,308*	$4,499	
Lateral		per connection	*$3,328*	$0	If already constructed
Subtotal Trunk and Lateral				*$12,434*	
Accessibility Charges					
Accessibility Charge (WAC)		per SAC Unit	*$1,148*	$0	Collected with Building Permit
Accessibility Charge (SAC)		per SAC Unit	*$2,435*	$0	Collected with Building Permit
SAC Handling Fee		per address	*$25*	$0	Collected with Building Permit
**SAC is a Metropolitan Council Environmental Services (MCES) Fee; SAC Unit Determined by MCES*					
Subtotal Water and Sewer Fees				***$12,434***	
Stormwater Management Fees					
Stormwater Management	1.36	per net dev. acre	*$4,465*	$6,072	
Subtotal Stormwater Management				***$6,072***	
Street Light Fees					
Street Light Type					
Cobra; or		per light	*$1,300*	$0	
The COR	4	per light	*$2,600*	$10,400	
Three (3) Years Operating and Maintenance	4	per light	*$294*	$1,176	
Subtotal Street Lights				***$11,576***	
Sureties and Inspection Fees					
Sureties (to ensure completion; returned when complete)					
Subdivisions/Plats (public improvements)		cost of improvement	*125%*	$0	Cash or Letter of Credit
Site Plans (private improvements)	43,333	cost of improvement	*150%*	$65,000	Cash or Letter of Credit
Subtotal Sureties				*$65,000*	
Engineering Inspection Fee	43,333	cost of improvement	*5%*	$2,167	Cash Escrow
Subtotal Surety and Inspection Fee				***$132,166***	

GRAND TOTAL FOR DEVELOPMENT FEES	**$38,009**	
GRAND TOTAL FOR ENGINEERING INSPECTION FEES	**$2,167**	**Separate from Building Permit**
GRAND TOTAL FOR SURETIES	**$65,000**	
GRAND TOTAL FOR SAC/WAC	**$0**	**Collected with Building Permit**

CC Regular Session **7. 6.**

Meeting Date: 11/12/2013

By: Colleen Lasher, Administrative Services

Information

Title:

Report from the Personnel Committee - November 12, 2013

Purpose/Background:

Ratify or revise the recommendations of the Personnel Committee with regard to the following cases:

1 Resolution to End a Patrol Officer's Probation
2. Resolution to Hire an Economic Development Manager
3. Resolution to Replace the Vacant Fire Marshal position

The Personnel Committee met earlier this evening to consider the three cases listed above. The purpose of this report is as follows:

Case 1 of 3:
To remove Ms. Shannon Schlender from probation and to retain her as a regular full-time Patrol Officer effective on November 27, 2013.

Case 2 of 3:
To hire Mr. Ted LaFrance as the City's new Economic Development Manager, effective November 18, 2013, at $35.17 per hour (step 1 of the revised 2013 wage scale) with a credit of 5 vacation days.

Case 3 of 3:
To consider options for addressing the vacant Fire Marshal position.

Observations/Alternatives:

Options:

Case 1 of 3:
Staff recommends ending Ms. Schlender's probation and retaining her as a regular full-time Patrol Officer. Staff does not recommend any other option.

Case 2 of 3:
Option #1: As recommended by staff, authorize hiring Mr. Ted LaFrance as the City's new Economic Development Manager, effective November 18, 2013, at $35.17 per hour (step 1 of the revised 2013 wage scale) with a credit of 5 vacation days. Pros: 1)Will allow for better development and implementation of the City's economic development, programs, and services for both commercial and industrial businesses, and 2) Will assist with bringing many of the City Council's strategic goals to fruition.

Option #2: (Not recommended by staff) Not fill the position. Pros: Will result in savings of the fixed personnel costs associated with this position. Cons: 1) Will cause a reduction in services to current and future businesses, 2) Will overload existing staff and decrease service levels, 3) May continue to take valuable time away from administrative staff, reducing the likelihood of fully achieving the strategic goals as identified by the City Council.

Option #3: Based on City Council discussion.

Case 3 of 3:
Option #1 authorize staff to recruit for a fulltime Deputy Fire Chief; or
Option #2 authorize staff to recruit for a fulltime Fire Marshall; or
Option #3 authorize staff recruit for a fulltime Fire Inspector with reclassification to Fire Marshall by the end of 2014 and to back-fill duties left unaccounted for via outside sources; or
Option #4 (Not recommended by staff) authorize staff to contract out all functions of the second in command position

Funding Source:

Case 1 of 3:
There are no additional funds required to remove Ms. Schlender from probation.

Case 2 of 3:
The 2013 funding for this position is well within the 2013 budget as this position was budgeted for all of 2013. The 2014 budget has not been adopted at this time; however, the funding for this position will be accounted for in the 2014 budget and is anticipated to range from $89,862 to $100,435 (wages, taxes, and benefits) depending on Mr. LaFrance's health plan election. Funding for the ED Position is from the Economic & Development Authority (EDA) budget, the Housing & Redevelopment Authority (HRA) budget and Tax Increment Financing (TIF). Note: Because of hiring this position at step 1, the cost is well within the funding which was previously stated to be not more than $112,957.

Case 3 of 3:
Option #1 Deputy Fire Chief: The 2014 funding required for option #1 would be approximately $91,065 to $100,665 (step 1 to midpoint) with the pay scale range of $30.14 to $37.67 per hour.

Option #2 Fire Marshal: The 2014 funding required for option #2 would be approximately $85,065 to $93,848 (step 1 to midpoint) with a pay scale range of $27.79 to $34.69 per hour.

Option #3 Fire Inspector/Fire Marshal: The 2014 funding required for option #3 would be approximately $82,997 to $91,602 (step 1 to midpoint) with a pay scale range of $26.98 to $33.72 per hour. This figure does not include any necessary back-filling expenses.

Option #4 Contracting Out: Unknown

Recommendation:

At the time of this writing the Personnel Committee has not made a recommendation to the City Council. Staff will present the Committee's recommendation at the regular City Council meeting.

Action:

Case 1 of 3:
Motion to approve resolution #2013-11-188 to remove Ms. Shannon Schlender from probation and retain her as one of the City's full-time regular Patrol Officers.

Case 2 of 3:
Motion to approve resolution #13-11-189 to hire Mr. Ted LaFrance as the City’s new Economic Development Manager, effective November 18, 2013, at $35.17 per hour (step 1 of the revised 2013 wage scale) with a credit of 5 vacation days.

Case 3 of 3:
Motion to approve resolution #2013-11-192, to replace the vacant Fire Marshal position based on one of the four options, as follows:

1. Motion to approve resolution #2013-11-192 to authorize staff to recruit for a fulltime Deputy Fire Chief; or
2. Motion to approve resolution #2013-11-192 to authorize staff to recruit for a fulltime Fire Marshall; or
3. Motion to approve resolution #2013-11-192 to authorize staff recruit for a fulltime Fire Inspector with reclassification to Fire Marshall by the end of 2014 and to back-fill duties left unaccounted for via outside sources; or
4. Motion to approve resolution #2013-11-192 to authorize staff to contract out all functions of the second in command position.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 04:50 PM
Form Started By: Colleen Lasher		Started On: 11/07/2013 03:07 PM
Final Approval Date: 11/07/2013		

CC Regular Session **7. 7.**

Meeting Date: 11/12/2013

Information

Title:

Presentation on Final Design Process for Highway 10/Armstrong Boulevard Interchange

Purpose/Background:

-- INFORMATION ONLY - NO ACTION REQUESTED --

Purpose -

The purpose of this case is to receive an update from SRF Consulting Group regarding the process that will be followed while preparing final design plans and specifications for the Highway 10 & Armstrong Boulevard/CSAH 83 Interchange project. The City Council will also be introduced to members of the Project Management Team including staff from the Minnesota Department of Transportation (MnDOT), the Anoka County Highway Department (ACHD), and SRF Consulting Group.

Several meetings will be scheduled with the City Council throughout the final design process, but due to the high profile nature of this project and the level of activity that will be occurring on site during the final design process, staff wanted to engage the City Council as soon as possible. Several public Open Houses will also be conducted during the final design process.

Background -

The Anoka County Highway Department (ACHD) has placed a high priority on completing this project and as such has been aggressively pursuing the remaining funding needed to construct the project. As such, the ACHD expects to secure all necessary funding in the near future. A contract was therefore recently awarded to SRF Consulting Group, Inc. to prepare final design plans and specifications for this project with the intent of beginning construction in the summer/fall of 2014, assuming the necessary funding is secured by then.

Soil borings are currently being gathered throughout the project area by Braun Intertec. This information is needed to prepare a geotechnical report, which SRF Consulting Group will use to design the interchange and connecting roadways. As the final design process progresses, numerous people and vehicles will need to visit the project area, which will likely generate many calls and questions from the public.

Throughout the final design process, City staff will meet regularly with staff from SRF, ACHD and MnDOT to review final design elements, particularly those that directly affect the city, its businesses and residents. Such elements include aesthetic and architectural treatments, business signing, pedestrian facility and street lighting, property access, public utilities, and traffic staging and signing, among others. City staff will also ensure that timely meetings are held with the public and City Council to ensure that the project is designed and constructed to minimize negative impacts to city businesses and residents.

On a related note, construction of the Riverdale Drive Reconstruction/Extension project between Armstrong Boulevard and Traprock Street will occur in 2014. City staff will therefore work with staff from SRF, ACHD and MnDOT to ensure that any improvements completed with the Riverdale Drive project will not need to be removed or reconstructed at the time that the interchange project is constructed, at least as much as possible.

More information on the Highway 10 & Armstrong Boulevard/CSAH 83 lnterchange project can be found on the project web page at www.cityoframsey.com/Improvement_Projects. The project web page includes information on the proposed design, funding, and schedule for the project, as well as information for pertinent project contacts and upcoming meeting schedules.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	11/07/2013 03:02 PM
Form Started By: Bruce Westby		Started On: 10/29/2013 04:49 PM
Final Approval Date: 11/07/2013		