City of Ramsey
Agenda
Regular City Council
Tuesday March 24, 2015
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. Call to Order

2. Presentation
1. Mayor Strommen will present Certificates of Achievement to the PACT Charter School Pantherettes Dance Team
and the Anoka High School Twisters Dance Team
2. Fire Department Annual Report 2014
3. Special Presentation of Firefighters Being Awarded Department Badges

1. Background Information re the PACT Pantherettes Dance Team and the Anoka Twisters Dance Team

2. Fire Department Annual Report 2014

3. Citizen Input

4. Consent Agenda

1. Purpose: Receive January and February monthly financial reports for the funds of: General, Water, Sewer, Street Lighting, Recycling and Storm Drainage.

Brief summary of actual revenues and expenditures-to-date in comparison to adopted budget for the respective funds.

2. Note the Following Boards and Commissions Meeting Minutes:
1. Environmental Policy Board Dated February 2, 2015
2. Economic Development Authority Dated February 5, 2015
3. Planning Commission Dated February 5, 2015
4. Park and Recreation Commission Dated February 12, 2015

3. Approve Anoka County License Center Lease Extension

4. Adopt Resolution #15-03-076 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 5, 2015 through March 18,2015

5. Adopt Resolution #15-03-080 Granting Final Plat Approval of Rowe Addition; Case of John and Sharon Rowe

6. Adopt Resolution #15-03-082 Recognizing the PACT Charter School Pantherettes and Resolution #15-03-083 Recognizing the Anoka High School Twisters Dance Team.

5. Approve Agenda

6. Public Hearing

1. PUBLIC HEARING: Adopt Resolution #15-03-073 Authorizing Plans and Specifications for 2015 Street Maintenance Program - Division B; Improvement Project 15-00

7. Council Business

1. Approve Resolution Authorizing Various Actions Related to F&C Ramsey Apartments LLC's Sale of the Residence at The COR

2. Approve Work Plan for the Proposed 2015 Parks Capital Improvements, and Adopt Resolution #15-03-081 Authorizing a MN DNR Trail Grant Application

3. Adopt Resolution #15-03-084 Appointing Board and Commission Members

4. Adopt Resolution #15-03-085 to Hire a Permit Technician Assistant and a Parks Maintenance Worker

5. Adopt Resolution #15-03-074 Approving Joint Powers Agreement for Highway 10 & Armstrong Boulevard Interchange; Improvement Project 14-22

6. Adopt Resolution #15-03-075 Approving Change Order #2 and Partial Payment to Kuechle Underground, Inc. for Riverdale Drive Reconstruction and Extension - Armstrong Boulevard to Traprock Street, Improvement Project #12-22

7. Introduce Ordinance #15-06 to Amend City Code Sections 117-111 (R-1 Residential District) and 117-349 (Accessory Uses and Buildings)

8. Introduce Ordinance #15-07 Amending City Code Section 117-428 Entitled Towers

9. Authorize Request for Quotes for Software Services for Permitting, Licensing, and Code Enforcement

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session **2. 1.**

Meeting Date: 03/24/2015

Information

Title:

Background Information re the PACT Pantherettes Dance Team and the Anoka Twisters Dance Team

Purpose/Background:

Purpose: To congratulate and give recognition to the PACT Charter School Dance Team and the Anoka High School Twisters Dance Team for their hard work, determination, and placement in the State Tournament. Council will also be asked to adopt Resolutions during the Consent Agenda this evening recognizing the PACT Charter School and Anoka High School Dance Teams.

Background:

PACT Charter School:

The team's Head Coach, Erin Kruesi, has been working with the PACT team for three seasons and coaching Dance Team for a total of 12 seasons.

The PACT Charter School Dance Team made it to State again this year in both High Kick & Jazz (top 12 teams go to State Competition). They improved over last year's performance by making it to the State Finals in High Kick (top 6 teams in State go to Finals). They placed overall 6th in High Kick and 8th in Jazz (last year they were 8th & 11th respectively).

In addition to this outstanding accomplishment, the PACT Dance Team Head Coach, Erin Kruesi, won Coach of the Year honors last year and this year, her Assistant Coach, Kelsey Field, won Assistant Coach of the Year.

The Pantherettes would like to thank both their Head Coach and Assistant Coach for all their hard work and dedication to the team and the sport of dance team and look forward to another successful season with them.

Mayor Strommen will call the Coach and Team forward and present certificates of achievement to each member. The PACT Pantherettes Dance Team 2014-2015 Roster is as follows:

Head Coach Erin Kruesi (Head Coach of the Year 2013-14)
Assistant Coach Kelsey Field (Assistant Coach of the Year 2014-15)
Captain Gabby Gutzkow (all-state dancer)
Captain Emma Novak (all-state dancer)
Captain Kasey Schweiger (all-state dancer)
Naomi Strobush (all-state dancer)
Susannah Workman
Athena Aase
Theresa Kisrow
McKenzie Giddens
Caitlyn Fries
Holly Radtke
Rylie Erickson
Victoria Heiberg
Jaida Schweiger
Mia-Rose Peterson

Clare Novak
Claire Strobush
Claudia Mann
Manager - Katy Jo Johnson

Anoka High School:

The Anoka High School Twisters Dance Team competed and placed 9th in Jazz at the 2015 Class AAA Minnesota State High School League Dance Tournament. (Top 12 teams in each class made it to State.) The Anoka Twisters Team also won the Team Sportsmanship Award.

The Twisters would like to thank their Coaches for all their hard work and dedication to the team and look forward to next year's season.

Mayor Strommen will call the Coach and Team forward and present certificates of achievement to each member. The Anoka Twisters Dance Team 2014-2015 Roster is as follows:

Head Coach Megan Subialka - Nominated for Head Coach of the Year
Assistant Coach Meredith Subialka
Assistant Coach Molly Butorac
Captain Emily Johnson
Captain Heidi Larson
Captain Natalie Streich
Captain Madeline Wittman
Kaylie Asch
Abigail Barr
Lilly Cich
Erin Johnson
Emily Kokett
Brianna Lentner
Ashley Meyer
Mckenzie Schewe
Lexi Schurrer
Morgan Windhurst
Cody Trombley

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	02/20/2014 11:45 AM
Kurt Ulrich	Kurt Ulrich	03/19/2015 09:21 AM
Kathy Schmitz	Kathy Schmitz	03/19/2015 11:56 AM
Kurt Ulrich	Kathy Schmitz	03/19/2015 11:57 AM
Form Started By: Jo Thieling		Started On: 02/20/2014 11:02 AM
Final Approval Date: 03/19/2015		

CC Regular Session **2. 2.**

Meeting Date: 03/24/2015

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

Information

Title

Fire Department Annual Report 2014

Purpose/Background:

Annual review of Fire Department response, operations, recruitment and administration

Attachments

2014 Annual Report

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/18/2015 05:37 PM
Form Started By: Dean Kapler		Started On: 03/17/2015 02:11 PM
Final Approval Date: 03/18/2015		

Ramsey Fire Department

Year End Report for 2014

Departments Mission Statement:

The Ramsey Fire Department will train and respond to minimize our citizen's losses. We will treat the injured effectively with kindness and respect. Through education of the public, and ourselves we will strive for a safer community today and tomorrow.

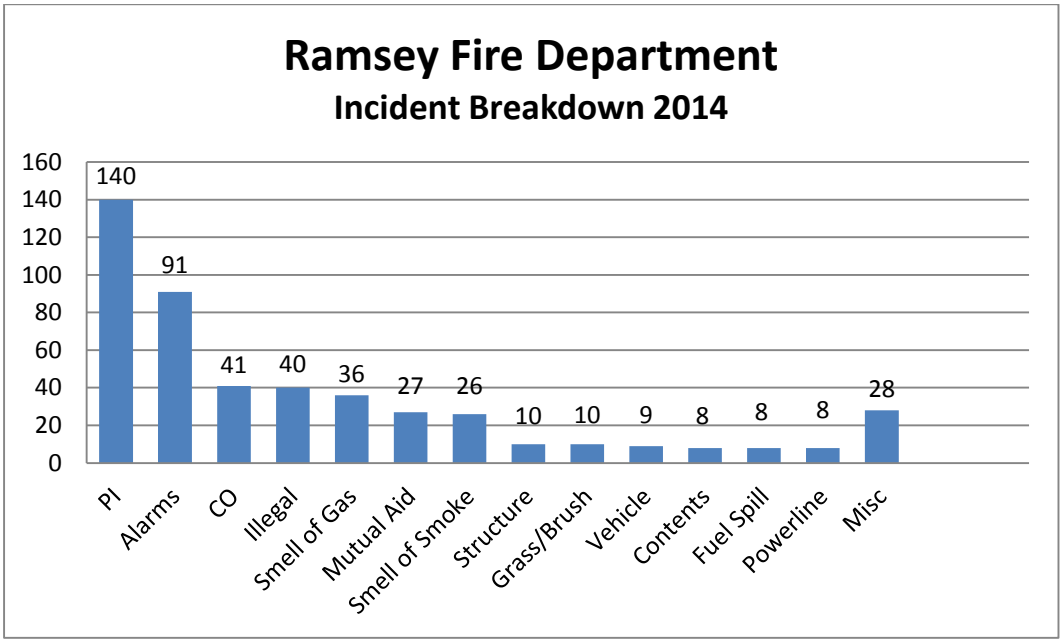
Emergency Response

2014 ended with activity being slightly above the prior few years at 486 total calls. Structure fires ramped up to 10 total which was up from 3 in 2013 and 9 in 2012. Although not technically structure fires there were an additional 8 incidents involving contents within structures.

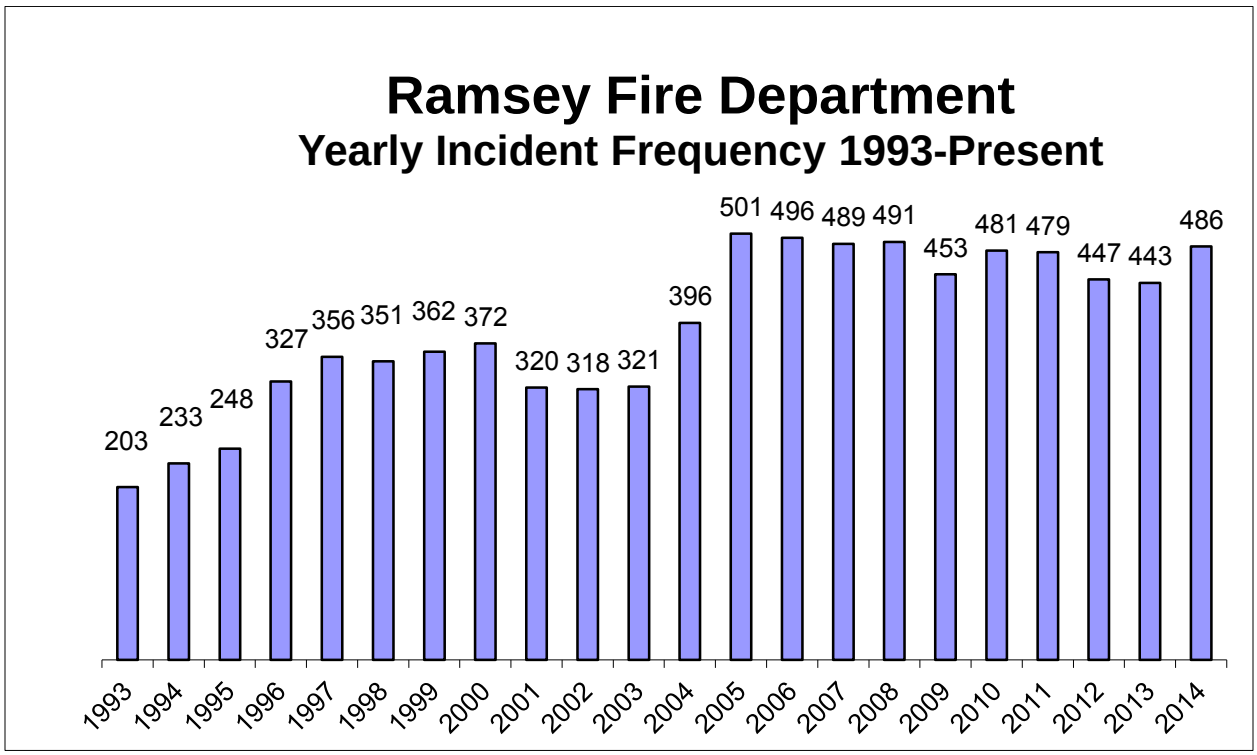
With the total calls numbered 486, this compares to last six years in decending order: 443, 447, 479, 453, 491, and 489. Personal Injury incidents were once again the biggest response at 140 or 29% of the total. Alarms were the next largest response at 91, up from 60 in 2013 which represents 19%. Responses into Nowthen totaled 65 as compared to 62 in 2013 and 76 in 2012.

As in the last several years, a Duty Officer or single person response is used for less urgent calls such as Illegal Burning, CO alarms without illness, etc. This response accounted for 172 in 2014 as compared to 129 in 2013 and 126 in 2012.

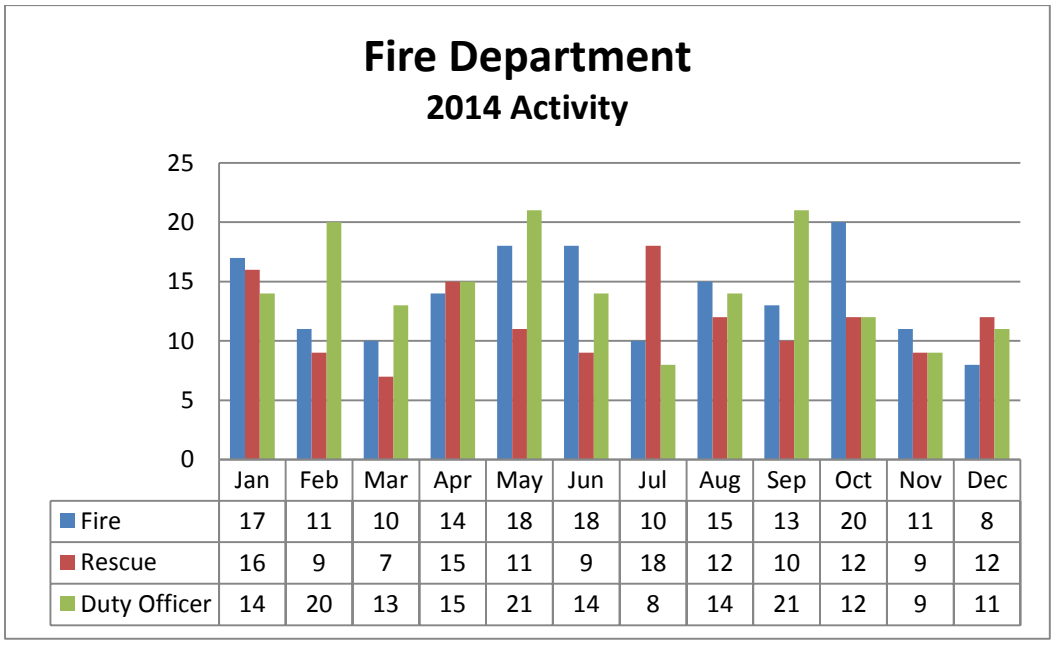
The chart below categorizes all responses:



The chart below illustrates the call trend from 1993-present:

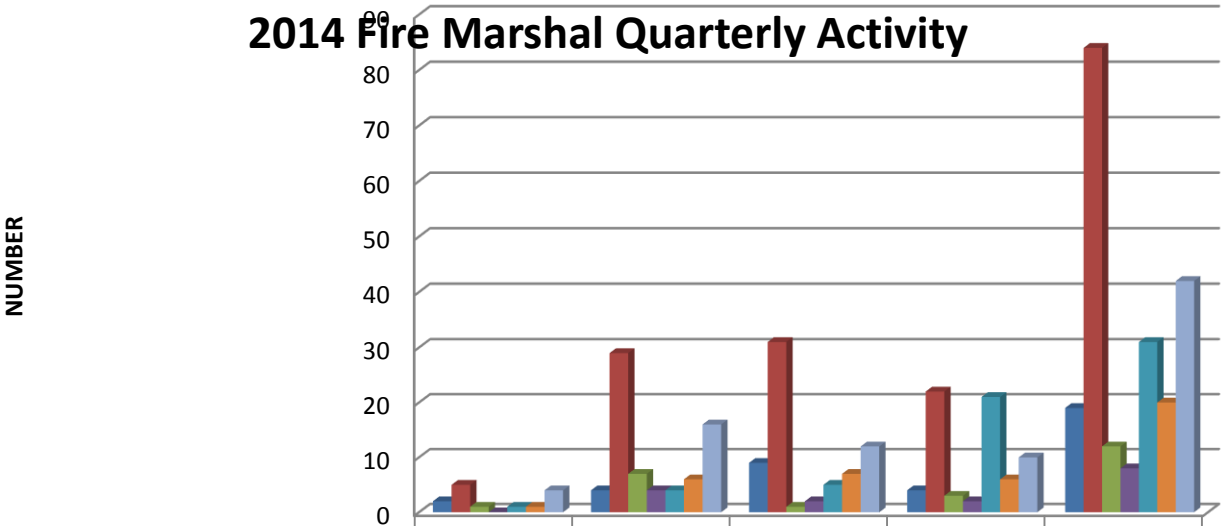


The chart below illustrates the breakdown between Fire, Rescue and Duty Officer responses:



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Fire	17	11	10	14	18	18	10	15	13	20	11	8
Rescue	16	9	7	15	11	9	18	12	10	12	9	12
Duty Officer	14	20	13	15	21	14	8	14	21	12	9	11

Fire Prevention



	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total
New Permit Inspections	2	4	9	4	19
Existing Building Inspections	5	29	31	22	84
Daycare/Foster Care Inspections	1	7	1	3	12
Fire Investigations	0	4	2	2	8
Public Education Presentations	1	4	5	21	31
Plan Reviews	1	6	7	6	20
Burn Permits	4	16	12	10	42

Fire Department Officers

In 2014 the following provided leadership to the Fire Department

Fire Chief- Dean Kapler
Assistant Chief #2- Matt Kohner (Station #2)
Assistant Chief #3 Carey Schiferli (Station #1)
Assistant Chief #4 Bart Hayft (Station #3)
Captain #11- Brad Jorgensen
Captain #12- Dave Weigmann
Lieutenant #2- Jim Block
Lieutenant #4- Don Yamauchi
Lieutenant #5- Chad Sacre
Lieutenant #6/Training Officer- John Atchison

New Fire Department Staff

2014 witnessed 6 Firefighters added to the ranks; (Ramsey Stations) Jason DeRosa, Mark Hager, Vladimir Panko, and Dylan VanAvery. (Nowthen Station) Ray Junge and Kelly LaForce.

Ramsey/Nowthen Service Fees

Per the Joint Powers Agreement, Ramsey and Nowthen pay fees for apparatus and staff for training and response for each community. In 2014 Ramsey fees totaled $6100 for apparatus fees. Nowthen reimbursement for staff training and meetings totaled $11,231.36, staff costs for response to Nowthen totaled $7843.92 apparatus costs totaled $6300. It should be noted that per the JPA Nowthen also paid $3708 to the Relief Association, $6416 for Administrative costs, $4500 for an Assistant Chiefs rate, $2520 for a Lieutenants rate, and $6574 for Workman's Compensation Insurance for firefighters at the Nowthen Station.

Training

The Fire Department must keep up an aggressive training schedule to meet all requirements of on-going certifications, NFPA (National Fire Protection Agency) guidelines and OSHA requirements. Listed below are the training topics covered in 2014:

Date	Topic	Date	Topic
Jan 7	Major Maintenance	June 18	Defensive Driving
Jan 21	EMS	June 25	Hose Testing
Jan 28	RR& Pipeline Awareness	July 9	Annual Physical
Feb 5	Illicit Drug Use	Aug 6	EMS
Feb 19	Water Rescue (Class Rm)	Aug 20	Open Water Rescue
Feb 26	Situational Awareness	Aug 27	FF Survival/RIT
Mar 5	Ice Rescue (Prac)	Sept 17	Auto Extrication
Mar 19	Wildland Fire Interface	Sept 24	Agility Testing
Mar 26	CPR Certification	Oct 1	RIT/Search and Rescue
April 2	Medical Assessment	Oct 15	Live Burn
April 16	Gas Monitors	Oct 22	Ventilation
April 23	Map Drill/Radios	Oct 29	Major Maintenance
April 30	Major Maintenance	Nov 5	EMS
May 7	EMS	Nov 19	Mayday/RIT
May 21	Pump Ops Practice	Dec 3	Dept Jeopardy
May 28	Pump Ops Testing	Dec 17	EMS
June 4	Airways/Respriration/O2		

Fire Department Fleet

The fire department fleet is made up of apparatus some on which is owned by Ramsey, while others owned by Nowthen.

In late 2014 Ramsey took delivery of the new Tanker #21 which serves as both a tanker and an engine. The existing tanker was purchased by the City of Nowthen and delivered.



Listed below are the Ramsey owned apparatus and specifications of each:

Vehicle	Pump Capacity	On-Board Water	# of Staff Carried
1999 Engine #11	1500 gpm	1000 gallons	6
2007 Engine #21	1250 gpm	1000 gallons	6
1994 Tanker #11	n/a	3000 gallons	2
2014 Tanker #21	1250 gpm	1850 gallons	5
2003 Ladder #21	1500 gpm	300 gallons	6
2004 Rescue #11	n/a	n/a	5
2002 Rescue #21	n/a	n/a	5
2003 Grass #11	Not Rated	225 gallons	3
1989 Grass #21	Not Rated	200 gallons	3
2002 Asst Chief's Vehicle	n/a	n/a	2
2011 Fire Marshal Vehicle	n/a	n/a	2
2003 SCBA Trailer	n/a	n/a	n/a
Rescue Boat	n/a	n/a	8
2004 Duty Officer Truck	n/a	n/a	2
2008 Chief's Vehicle	n/a	n/a	4

Listed below are the Nowthen owned apparatus and specifications of each:

Vehicle	Pump Capacity	On-Board Water	# of Staff Carried
2012 Engine #31	1250 gpm	1000 gallons	6
1989 Tanker #31	n/a	1850 gallons	3
2008 Grass #31	Not Rated	225 gallons	3

Shared Services

Members from the communities of Ramsey, Nowthen, St Francis and Bethel met throughout 2014 working out details on a possible shared fire service structure. Towards the end of 2014 it was decided to not pursue further efforts to consolidate but to utilize the achievements made to date.

Rebuild of Station #2

It was decided in 2014 to move forward with the design of a replacement fire station for Station #2 at 15153 Nowthen Blvd. The new station will be located at the intersection of Alpine Dr. and Helium St.

Fire Administration to Station #1

In February of 2014 Fire Administration (Fire Chief and Fire Marshal) moved their offices to Fire Station #1. This was done in an effort to improve communication and assessability to the firefighters. The move has been very sucessful on both fronts.

Emergency Management

In 2014 supervisory members of Police, Fire and Public Works met to perform a tabletop exercise dealing with a mock train derailment. Goals of the session were to:

- Get to know the players from all departments
- Structure short-term priorities for the simulation
- Continue with long-term plan for needed services

CC Regular Session **4. 1.**

Meeting Date: 03/24/2015

By: Diana Lund, Finance

Information

Title

Purpose: Receive January and February monthly financial reports for the funds of: General, Water, Sewer, Street Lighting, Recycling and Storm Drainage.

Brief summary of actual revenues and expenditures-to-date in comparison to adopted budget for the respective funds.

Action:

No action required. Informational only.

Attachments

January 2015 General Fund Financial Report Budget to Actual

February 2015 General Fund Financial Report Budget to Actual

January-February 2015 Enterprise Funds Financial Reports - Budget to Actual

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kathy Schmitz	03/19/2015 03:46 PM
Patrick Brama	Patrick Brama	03/19/2015 04:37 PM
Form Started By: Diana Lund		Started On: 03/19/2015 12:55 PM
Final Approval Date: 03/19/2015		

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2015 THROUGH PERIOD ENDING: **January 31, 2015**

GENERAL FUND EXPENDITURES
- BY DEPARTMENT -

Dept	-CURRENT YEAR ADOPTED BUDGET-	CURRENT YTD GENERAL LEDGER
Admin	1,678,861.00	71,844.68
Com Dev	642,764.00	28,529.25
Contingency	263,259.00	
Council	129,406.00	21,053.04
Finance	472,620.00	23,718.75
Fire	757,431.00	13,800.75
Legal	133,200.00	2,833.00
Police	3,143,904.00	194,499.63
Public Works	3,202,314.00	197,036.24
Grand Total	**10,423,759.00**	**553,315.34**

GENERAL FUND EXPENDITURES
- BY CATEGORY -

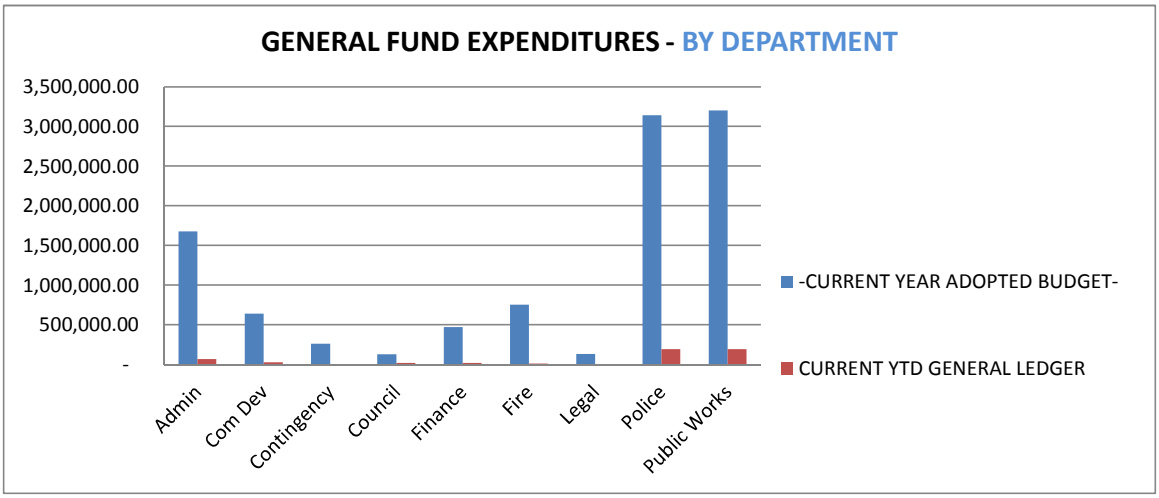
Category	-CURRENT YEAR ADOPTED BUDGET-	-CURRENT YTD GENERAL LEDGER-
Capital Outlay	544,963.00	67,234.00
Debt Service	127,694.00	
Other Services & Charges	2,307,546.00	35,655.74
Personal Services	6,484,498.00	389,358.92
Supplies	849,425.00	61,066.68
Transfers out	109,633.00	
Grand Total	**10,423,759.00**	**553,315.34**

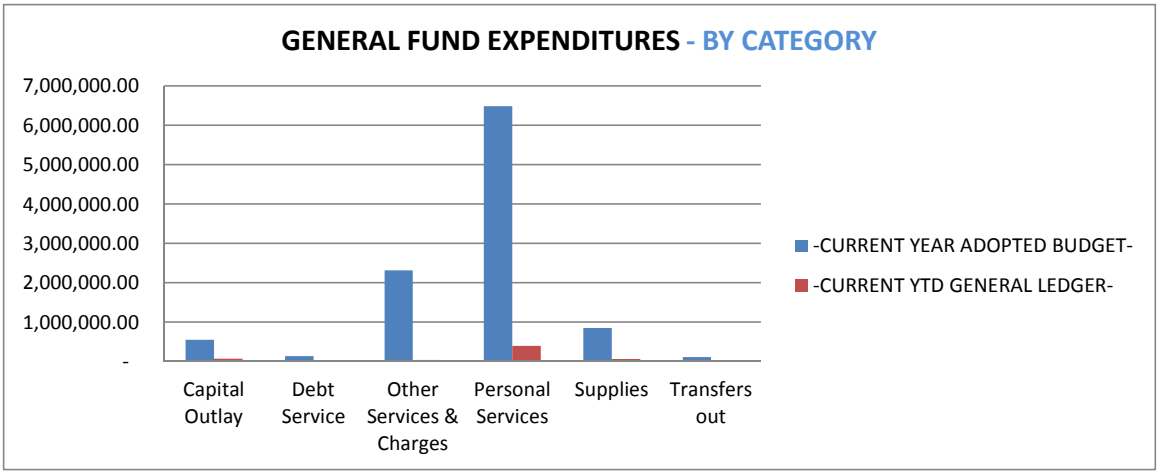
GENERAL FUND REVENUES
- BY CATEGORY -

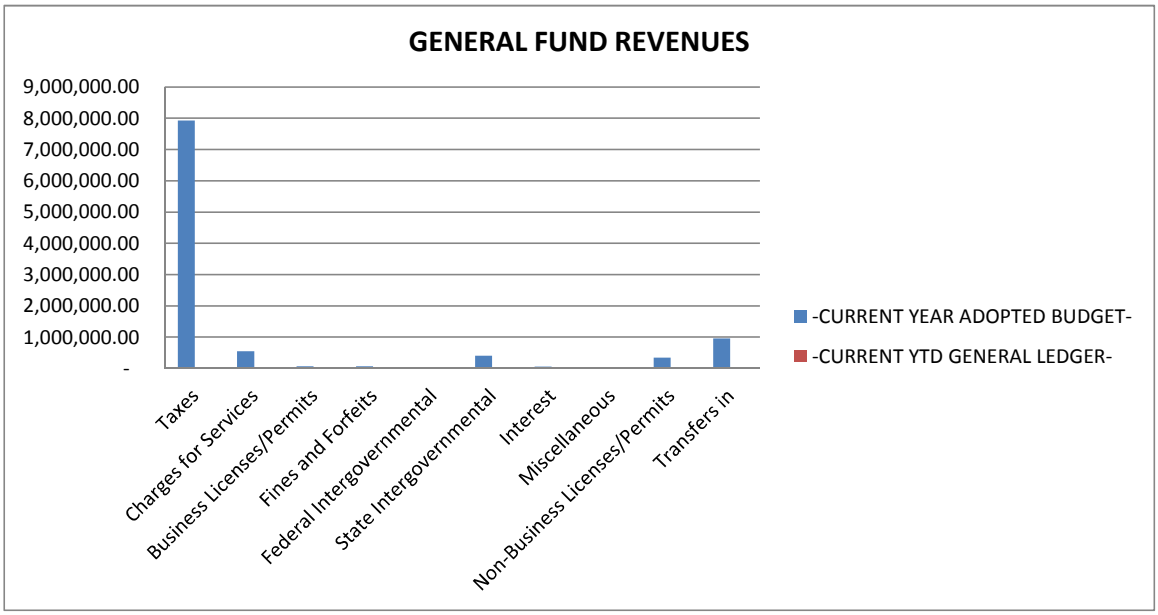
Category	-CURRENT YEAR ADOPTED BUDGET-	-CURRENT YTD GENERAL LEDGER-
Taxes	7,926,570.00	
Charges for Services	555,700.00	19,775.43
Business Licenses/Permits	68,100.00	5,928.18
Fines and Forfeits	71,000.00	
Federal Intergovernmental	7,000.00	
State Intergovernmental	411,600.00	
Interest	60,000.00	-
Miscellaneous	12,750.00	129.61
Non-Business Licenses/Permits	349,032.00	12,413.75
Transfers in	962,007.00	
Grand Total	**10,423,759.00**	**38,246.97**

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2015 THROUGH PERIOD ENDING: **January 31, 2015**







PREPARED BY: FINANCE DEPARTMENT

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2015 THROUGH PERIOD ENDING: February 28, 2015

GENERAL FUND EXPENDITURES - BY DEPARTMENT -

Dept	-CURRENT YEAR ADOPTED BUDGET-	CURRENT YTD GENERAL LEDGER
Admin	1,678,861.00	179,453.44
Com Dev	642,764.00	65,636.82
Contingency	263,259.00	
Council	129,406.00	40,564.71
Finance	472,620.00	60,346.79
Fire	757,431.00	57,932.86
Legal	133,200.00	8,701.45
Police	3,143,904.00	452,210.47
Public Works	3,202,314.00	367,899.63
Grand Total	**10,423,759.00**	**1,232,746.17**

GENERAL FUND EXPENDITURES - BY CATEGORY -

Category	-CURRENT YEAR ADOPTED BUDGET-	-CURRENT YTD GENERAL LEDGER-
Capital Outlay	544,963.00	67,234.00
Debt Service	127,694.00	
Other Services & Charges	2,307,546.00	124,968.10
Personal Services	6,484,498.00	916,904.57
Supplies	849,425.00	123,639.50
Transfers out	109,633.00	
Grand Total	**10,423,759.00**	**1,232,746.17**

GENERAL FUND REVENUES - BY CATEGORY -

Category	-CURRENT YEAR ADOPTED BUDGET-	-CURRENT YTD GENERAL LEDGER-
Taxes	7,926,570.00	
Charges for Services	555,700.00	38,080.20
Business Licenses/Permits	68,100.00	7,138.60
Fines and Forfeits	71,000.00	4,502.40
Federal Intergovernmental	7,000.00	
State Intergovernmental	411,600.00	70,000.00
Interest	60,000.00	52,525.00
Local Intergovernmental		6,400.00
Miscellaneous	12,750.00	2,733.46
Non-Business Licenses/Permits	349,032.00	50,114.00
Transfers in	962,007.00	
Grand Total	**10,423,759.00**	**231,493.66**

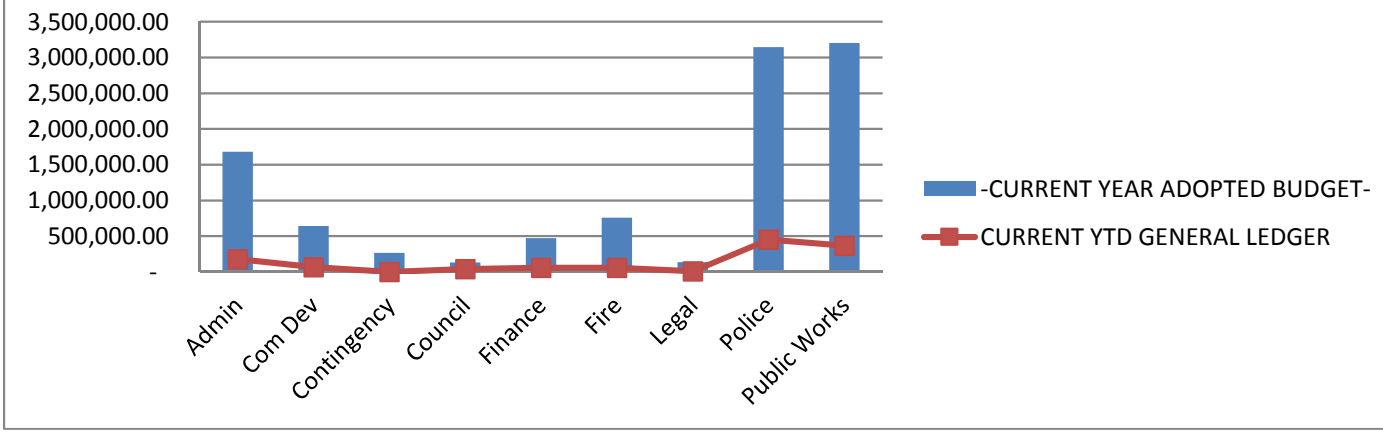
This report reflects year to date revenue and expenditures as compared to annual budget.
It does not reflect fund balance.

PREPARED BY: FINANCE DEPARTMENT

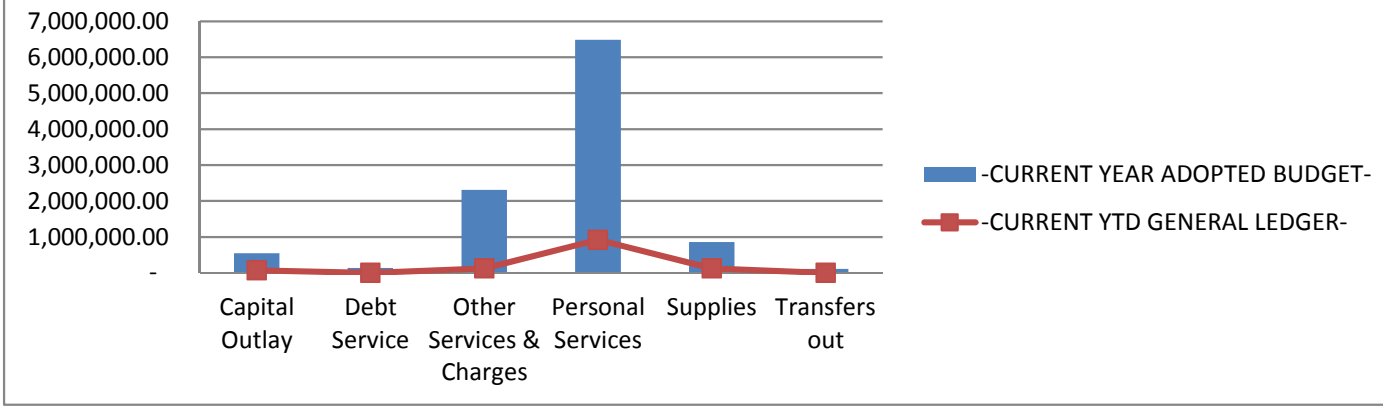
CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2015 THROUGH PERIOD ENDING: **February 28, 2015**

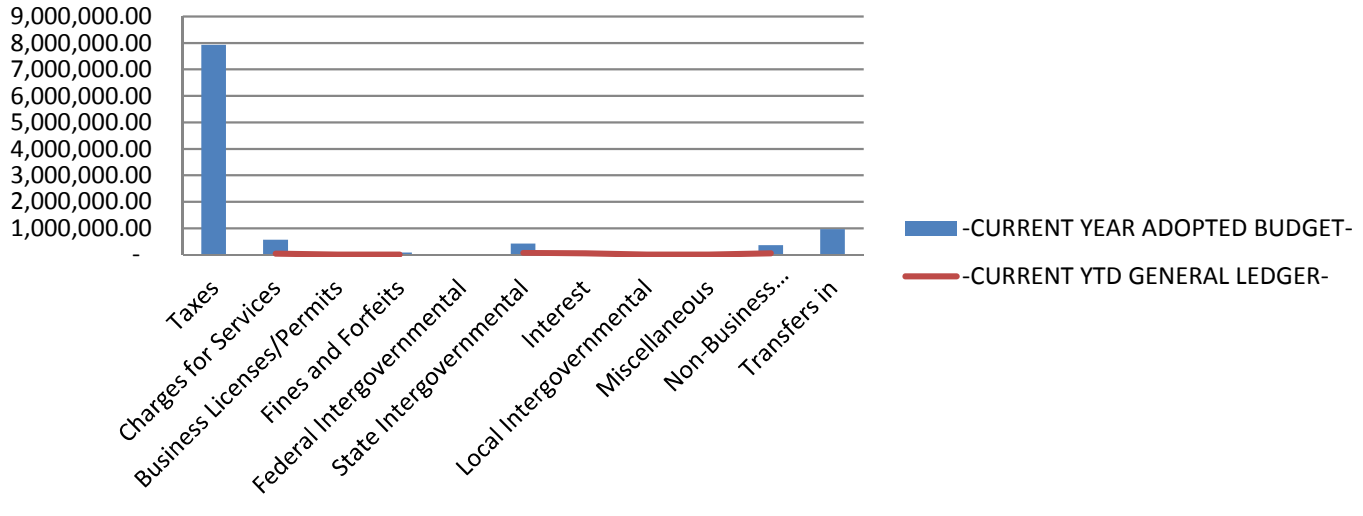
GENERAL FUND EXPENDITURES - BY DEPARTMENT



GENERAL FUND EXPENDITURES - BY CATEGORY



GENERAL FUND REVENUES



This report reflects year to date revenue and expenditures as compared to annual budget.
It does not reflect fund balance.

PREPARED BY: FINANCE DEPARTMENT

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2015 THROUGH PERIOD ENDING: February 28, 2015

REVENUES

BUSINESS UNIT 9601 WATER UTILITY

GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140	CREDIT CARD PROCESSING FEES	(7,000.00)	(623.10)	8.90%
4609	OTHER MISCELLANEOUS REVENUES	59,527.00	3,083.68	5.18%
4651	WATER REVENUE		(39.50)	0.00%
4652	WATER SALES - RESIDENTIAL	999,433.00		0.00%
4653	WATER SALES-COMMERCIAL	728,417.00	75.00	0.01%
4654	WATER PENALTIES	34,013.00		0.00%
4655	WATER METER INSTALLATION	10,000.00	1,400.00	14.00%
4656	WATER METERS	25,000.00	2,750.00	11.00%
4657	CONNECTION/RECONNECTION FEES	2,500.00		0.00%
4701	INTEREST ON INVESTMENTS	120,000.00		0.00%
Grand Total		**1,971,890.00**	**6,646.08**	

EXPENSES

BUSINESS UNIT 9601 WATER UTILITY

GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102	F.T. REGULAR-WAGES & SALARIES	193,994.00	22,351.16	11.52%
6103	FULL TIME-REGULAR-OVERTIME	13,500.00	1,021.41	7.57%
6105	TEMPORARY-WAGES & SALARIES	12,480.00		0.00%
6121	PERA CONTRIBUTIONS	14,550.00	1,753.06	12.05%
6122	FICA/MEDICARE CONTRIBUTIONS	15,940.00	1,824.62	11.45%
6131	GROUP INSURANCE	31,045.00	2,557.54	8.24%
6133	WORKERS COMP INSURANCE PREMIUM	6,822.00		0.00%
6208	MISCELLANEOUS OFFICE SUPPLIES	600.00	214.07	35.68%
6223	GASOLINE	4,500.00	169.27	3.76%
6225	DIESEL FUEL	5,500.00	526.88	9.58%
6229	SHOP MATERIALS	500.00		0.00%
6231	UNIFORMS & TURN-OUT GEAR	2,800.00	150.00	5.36%
6249	MISCELLANEOUS OPERATING SUPPLY	15,000.00	1,721.95	11.48%
6257	OTHER VEHICLE PARTS	6,000.00	1,792.39	29.87%
6273	UTILITY SYSTEM MAINT SUPPLIES	75,000.00	-	0.00%
6281	SMALL TOOLS & MINOR EQUIPMENT	10,000.00		0.00%
6292	WATER METERS FOR RESALE	25,000.00		0.00%
6315	MISCELLANEOUS PROFESSIONAL SER	20,000.00	1,410.00	7.05%
6322	POSTAGE	1,000.00	53.18	5.32%
6323	CELLULAR PHONES	2,200.00	130.58	5.94%
6335	TRAINING	1,200.00	498.00	41.50%
6352	GENERAL NOTICE & PUBLIC INFOR	700.00		0.00%
6361	GENERAL LIABILITY/PROPERTY INS	28,800.00		0.00%
6371	ELECTRIC UTILITIES	112,000.00	6,722.51	6.00%
6373	GAS	5,500.00	105.63	1.92%
6374	REFUSE/RECYCLING	600.00	82.85	13.81%
6381	BUILDING & STRUCTURE REPAIR	1,000.00	105.00	10.50%
6439	OTHER MISCELLANEOUS	15,000.00		0.00%
6451	MEMBERSHIP DUES	800.00		0.00%
6489	OTHER CONTRACTED SERVICES	32,000.00	3,006.28	9.39%
6722	DEPRECIATION	665,123.00		0.00%
6820	OPERATING TRANSFERS TO OTHER F	38,000.00		0.00%
Grand Total		**1,357,154.00**	**46,196.38**	

This report reflects year to date revenue and expenditures as compared to annual budget.
It does not reflect fund balance.

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2015 THROUGH PERIOD ENDING: **February 28, 2015**

REVENUES

BUSINESS UNIT	9602	SEWER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140	CREDIT CARD PROCESSING FEES	(6,000.00)	(425.13)	7.09%
4356	SEWER AVAILABILITY CHARGE-ADM	1,500.00	24.85	1.66%
4609	OTHER MISCELLANEOUS REVENUES	18,546.00	3,083.68	16.63%
4661	RESIDENTIAL-SEWER CHARGES	1,010,480.00		0.00%
4662	COMMERCIAL-SEWER CHARGES	332,380.00		0.00%
4663	SEWER PENALTIES	26,858.00		0.00%
4701	INTEREST ON INVESTMENTS	55,000.00		0.00%
Grand Total		**1,438,764.00**	**2,683.40**	

EXPENSES

BUSINESS UNIT	9602	SEWER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102	F.T. REGULAR-WAGES & SALARIES	151,897.00	7,136.57	4.70%
6121	PERA CONTRIBUTIONS	11,392.00	535.11	4.70%
6122	FICA/MEDICARE CONTRIBUTIONS	11,727.00	546.36	4.66%
6131	GROUP INSURANCE	6,432.00		0.00%
6133	WORKERS COMP INSURANCE PREMIUM	5,092.00		0.00%
6223	GASOLINE		347.36	0.00%
6225	DIESEL FUEL	4,200.00	204.64	4.87%
6249	MISCELLANEOUS OPERATING SUPPLY	11,000.00	57.04	0.52%
6275	OTHER EQUIPMENT PARTS	5,000.00	90.26	1.81%
6315	MISCELLANEOUS PROFESSIONAL SER	5,000.00		0.00%
6335	TRAINING	1,000.00	701.00	70.10%
6361	GENERAL LIABILITY/PROPERTY INS	15,000.00		0.00%
6371	ELECTRIC UTILITIES	16,000.00	807.89	5.05%
6373	GAS	2,600.00	-	0.00%
6374	REFUSE/RECYCLING	600.00	82.85	13.81%
6377	SEWER SERVICE CHARGE	610,514.00	101,752.34	16.67%
6489	OTHER CONTRACTED SERVICES	20,000.00	2,285.02	11.43%
6722	DEPRECIATION	481,270.00		0.00%
6820	OPERATING TRANSFERS TO OTHER F	32,000.00		0.00%
Grand Total		**1,390,724.00**	**114,546.44**	

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

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2015 THROUGH PERIOD ENDING: February 28, 2015

REVENUES

BUSINESS UNIT	9603	STREET LIGHT UTILITY	
GENERAL LEDGER ACCOUNT	**CURRENT YEAR REQUESTED BUDGET**	**CURRENT YTD GENERAL LEDGER**	**-% of Budget-**
4140 CREDIT CARD PROCESSING FEES	(800.00)	(65.90)	8.24%
4681 CHARGES FOR STREET LIGHTS	178,854.00		0.00%
4683 STREET LIGHTING PENALTIES	5,000.00		0.00%
4701 INTEREST ON INVESTMENTS	20,000.00		0.00%
Grand Total	**203,054.00**	**(65.90)**	

EXPENSES

BUSINESS UNIT	9603	STREET LIGHT UTILITY	
GENERAL LEDGER ACCOUNT	**CURRENT YEAR REQUESTED BUDGET**	**CURRENT YTD GENERAL LEDGER**	**-% of Budget-**
6371 ELECTRIC UTILITIES	120,000.00	9,756.18	8.13%
6489 OTHER CONTRACTED SERVICES	12,000.00	2,285.02	19.04%
6722 DEPRECIATION	52,000.00		0.00%
6820 OPERATING TRANSFERS TO OTHER F	17,000.00		0.00%
Grand Total	**201,000.00**	**12,041.20**	

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

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2015 THROUGH PERIOD ENDING: **February 28, 2015**

REVENUES

BUSINESS UNIT	9604	RECYCLING UTILITY	
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140 CREDIT CARD PROCESSING FEES	(1,000.00)	(81.80)	8.18%
4287 OTHER LOCAL GOVERNMENT GRANTS	63,835.00	6,167.00	9.66%
4609 OTHER MISCELLANEOUS REVENUES		-	0.00%
4671 RECYCLING CHARGES	294,617.00		0.00%
4672 RECYCLING PENALTIES	7,000.00		0.00%
4701 INTEREST ON INVESTMENTS	2,000.00		0.00%
Grand Total	**366,452.00**	**6,085.20**	

EXPENSES

BUSINESS UNIT	9604	RECYCLING UTILITY	
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102 F.T. REGULAR-WAGES & SALARIES	5,484.00	979.52	17.86%
6121 PERA CONTRIBUTIONS	411.00	73.40	17.86%
6122 FICA/MEDICARE CONTRIBUTIONS	420.00	71.17	16.95%
6133 WORKERS COMP INSURANCE PREMIUM	32.00		0.00%
6249 MISCELLANEOUS OPERATING SUPPLY	18,000.00		0.00%
6322 POSTAGE	350.00	27.84	7.95%
6489 OTHER CONTRACTED SERVICES	309,540.00	50,825.36	16.42%
6820 OPERATING TRANSFERS TO OTHER F	10,000.00		0.00%
Grand Total	**344,237.00**	**51,977.29**	

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

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2015 THROUGH PERIOD ENDING: **February 28, 2015**

REVENUES

BUSINESS UNIT	9605	STORM WATER UTILITY	
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140 CREDIT CARD PROCESSING FEES	(1,600.00)	(95.92)	6.00%
4693 STORM WATER-RESIDENTIAL	374,820.00		0.00%
4694 STORM WATER-COMMERCIAL	373,621.00		0.00%
4695 STORM WATER-PENALTIES	14,960.00		0.00%
4701 INTEREST ON INVESTMENTS	15,000.00		0.00%
Grand Total	**776,801.00**	**(95.92)**	

EXPENSES

BUSINESS UNIT	9605	STORM WATER UTILITY	
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102 F.T. REGULAR-WAGES & SALARIES	117,679.00	1,221.63	1.04%
6121 PERA CONTRIBUTIONS	8,826.00	91.65	1.04%
6122 FICA/MEDICARE CONTRIBUTIONS	9,041.00	93.48	1.03%
6131 GROUP INSURANCE	19,468.00		0.00%
6133 WORKERS COMP INSURANCE PREMIUM	3,186.00		0.00%
6223 GASOLINE	1,000.00	386.81	38.68%
6225 DIESEL FUEL	1,500.00		0.00%
6249 MISCELLANEOUS OPERATING SUPPLY	7,000.00	801.07	11.44%
6257 OTHER VEHICLE PARTS	10,000.00	19.19	0.19%
6315 MISCELLANEOUS PROFESSIONAL SER	10,000.00	-	0.00%
6361 GENERAL LIABILITY/PROPERTY INS	6,800.00		0.00%
6371 ELECTRIC UTILITIES	2,600.00	232.27	8.93%
6373 GAS	3,000.00	-	0.00%
6374 REFUSE/RECYCLING	600.00	82.85	13.81%
6451 MEMBERSHIP DUES	40,500.00	40,227.00	99.33%
6489 OTHER CONTRACTED SERVICES	15,000.00	2,285.02	15.23%
6722 DEPRECIATION	260,000.00		0.00%
6820 OPERATING TRANSFERS TO OTHER F	27,000.00		0.00%
Grand Total	**543,200.00**	**45,440.97**	

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

CC Regular Session **4. 2.**

Meeting Date: 03/24/2015

By: JoAnn Shaw, Community Development

Information

Title

Note the Following Boards and Commissions Meeting Minutes:

1. Environmental Policy Board Dated February 2, 2015
2. Economic Development Authority Dated February 5, 2015
3. Planning Commission Dated February 5, 2015
4. Park and Recreation Commission Dated February 12, 2015

Attachments

EPB Dated 02.02.15

EDA Dated 02.05.15

Planning Commission Dated 02.05.15

Park and Recreation Commission Dated 02.12.15

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/18/2015 05:39 PM
Form Started By: JoAnn Shaw		Started On: 03/18/2015 03:36 PM
Final Approval Date: 03/18/2015		

ENVIRONMENTAL POLICY BOARD
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

On Monday, February 2, 2015, the Environmental Policy Board (EPB) met in the COR Conference Room at the Ramsey Municipal Center, 7550 Sunwood Drive N.W., Ramsey, Minnesota.

Members Present:	Chairperson Thomas Stodola Board Member Bob Bentz Board Member Reid Bernard Board Member Michael Hiatt (arrived at 6:35 p.m.) Board Member Larry Lewis Board Member Michael Valentine
Members Absent:	Board Member Tara Pendergast
Also Present:	City Planner Chris Anderson Community Development Director Tim Gladhill City Council Liaison John LeTourneau

1. CALL TO ORDER

Chairperson Stodola called the meeting to order at 6:33 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Motion by Board Member Valentine and seconded by Board Member Bentz to approve the agenda as submitted.

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

4. APPROVE MINUTES

4.01: Approve Meeting Minutes Dated January 5, 2015

Motion by Board Member Bentz and seconded by Board Member Valentine to approve the regular meeting minutes dated January 5, 2015.

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

5. POLICY BOARD BUSINESS

5.01: Tree Sale and Environmental Expo Status

City Planner Anderson presented the staff report.

Board Member Hiatt arrived.

City Planner Anderson continued to review the results of the previous tree sales and the amount of staff time needed to facilitate the event. He also provided information on a tree sale program that is available through the Anoka Conservation District. He stated that staff has determined that based on the trend of declining sales and participation, that the City should no longer continue to offer this event.

Board Member Valentine stated that perhaps the information linking to the sale through the Conservation District should be advertised to residents.

Chairperson Stodola acknowledged that the Board has discussed this possibility in the past and is comfortable with this decision.

City Planner Anderson discussed the second portion of the case, the Environmental Expo. He provided background information, acknowledging that although combining the event with Happy Days did increase foot traffic, it was clear that some of that traffic was merely passing through and were not necessarily interested in the materials. He also acknowledged the declining participation of exhibitors and advised that one of the exhibitors from this past year stated that they would not participate in future events because it would not be worth it to them due to the limited exhibitors. He stated that there is a fair amount of staff time used to coordinate the event, as well as a cost to rent the tent and other equipment. He stated that perhaps the group should bring the focus back to environmental awareness and rather than attempt to have a whole tent could simply have a presence at other events such as Happy Days or the Business and Craft Expo. He noted that there are other ways to bring awareness, such as aiming to make Happy Days a zero waste event or sponsoring certain aspects.

Board Member Bentz stated that his concern is that the event was the only time the Board was able to interface with the public and did not see another opportunity like that. He stated that he would also be concerned that if the Board were to distribute literature that would simply add to waste for the event.

City Planner Anderson stated that the City has a presence at Happy Days and did not see a reason why the Board could not participate in that manner or staff their own booth. He clarified that the booth could be staffed by Board Members and there could be some large signs with information displayed on topics of the Board's choosing.

Board Member Hiatt stated that perhaps the EPB and Park and Recreation Board could share a booth for the event, as there are issues that relate to both groups and it would be a great opportunity for the two groups to interact. He stated that perhaps there would also be an opportunity to work with the elementary schools on an educational activity such as an essay contest or another environmental activity.

City Planner Anderson agreed that there would be merit to working with the schools to create that connection.

Board Member Bernard stated that his child attends Ramsey Elementary and there is an environmental club at the school with approximately 25 kids. He stated that could be a possible link.

City Planner Anderson stated that the Board has worked with the school in the past regarding messages on trees and tree planting.

Board Member Bentz stated that perhaps the Board would like to emphasize Arbor Day more.

City Planner Anderson agreed and believed that would make more sense for the Board.

Chairperson Stodola agreed that some of the funds that would have been used for the Environmental Expo could be focused on compostable materials to move the event towards a zero waste event. He stated that perhaps the Board could also reach out to sustainable companies that may want to be interested in having a booth at Happy Days and the EPB booth could then be placed near those booths. He noted that perhaps a portion of the booth registration fee could be paid by the EPB to encourage participation.

Board Member Bentz stated that perhaps each Commission or Board from the City would want to have a representative to answer questions available at the event.

Community Development Director Gladhill agreed that the City presence could be grown at that event.

City Planner Anderson summarized the consensus of the Board to eliminate the tree sale and the Environmental Expo.

City Council Liaison LeTourneau stated that perhaps the next step could be for staff to develop a list of activities that the Board could participate in lieu of participating in those events which the Board could review.

5.02: Consider Change of Regular Meeting Day to Third Monday of Each Month

City Planner Anderson presented the staff report.

Chairperson Stodola confirmed that the Board would not have any conflicts moving the regular meeting date to the third Monday of the month.

Board Member Bentz questioned if the Board would need to wait until April to change the meeting date or if that could begin next month.

City Planner Anderson provided additional information and believed that the best method would be to change the meeting date beginning in April.

Motion by Board Member Valentine and seconded by Board Member Hiatt to officially change the regular meeting day of the Environmental Policy Board to the third Monday of each month beginning April, 2015.

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

5.03: Distribute Chapter 13 (Environmental Protection/Resource Management) of the Comprehensive Plan

City Planner Anderson presented the staff report. He clarified that this is just informational so that the Board can have sufficient time to prepare and discuss this matter. He noted that the item will appear on a future agenda as a formal evaluation and discussion.

6. BOARD / STAFF INPUT

- **Statement of Purpose Update**

City Planner Anderson stated that based on the demand on the City Council Worksession schedules and the limit on time, it would be difficult to bring that item up in that format and he will instead bring the Statement of Purpose forward to a regular City Council meeting. He believed that could occur at the second City Council meeting in February and noted that once the date is solidified he will alert the Board so that all available Board Members could attend.

- **Other**

Board Member Bentz noted that MPR is conducting segments on climate change specific to Minnesota this week. He advised that the segment is played and replayed on the station but is also available for streaming on the MPR website.

City Council Liaison LeTourneau suggested that City staff advertise that link on the City Facebook page for residents that may be interested in the environmental topic.

7. ADJOURNMENT

Motion by Board Member Hiatt and seconded by Board Member Valentine to adjourn the meeting.

The meeting adjourned at 7:30 p.m.

Respectfully submitted,

_____

Chris Anderson
City Planner

ATTEST:

_____

JoAnn Shaw
Community Development Secretary

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, February 5, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: Member Philip Brunt

Also Present: Patrick Brama, Asst. City Administrator/Economic Development Manager
Kurt Ulrich, City Administrator

1. CALL TO ORDER

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

2. APPROVE AGENDA

There were no changes.

Motion by Member Skaff, seconded by Member Hardin, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Riley, and Williams. Voting No: None. Absent: Brunt.

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated January 8, 2015

It was noted on page five, it should state, "…<u>if</u> it goes well…"

Motion by Chairperson Steffen, seconded by Member Hardin, to approve the January 8, 2015, minutes as presented.

Motion carried. Voting Yes: Chairperson Steffen, Members Hardin, Riley, Skaff, and Williams. Voting No: None. Absent: Member Brunt.

4. EDA BUSINESS

4.01: 2015 Annual EDA Business Expo

Economic Development Manager/Assistant City Administrator Brama presented the staff report.

Member Skaff stated that the event does work and noted that he built a patio in his backyard which arose from discussions with a vendor at the event. He stated that perhaps the fee to join the event should be $50 for Ramsey businesses and $65 for those outside of Ramsey.

Chairperson Steffen questioned if vendors have been turned away from the event and whether the fee has ever been raised.

Economic Development Manager/Assistant City Administrator Brama stated that they do not turn away Ramsey businesses but they do turn away approximately 10 potential vendors/crafters each year. He stated that the fee had not been raised in the past three years but acknowledged that an increased budget could assist in marketing efforts.

Chairperson Steffen believed that increase to $50/$65 would be fair. He questioned if BOB FM had been brought in to increase marketing.

Economic Development Manager/Assistant City Administrator Brama confirmed that staff could reach out to BOB FM for the event.

Chairperson Steffen stated that perhaps "fifth annual" or whatever the year may be should be included on the event marketing.

4.02: Review Future Business Park RFQ and Updates

Economic Development Manager/Assistant City Administrator Brama presented the staff report. He reviewed the recommendation from staff for the EDA to narrow the two finalists down to one and noted that staff is recommending to choose Bolton and Menk. He stated that both groups are qualified but noted that Bolton and Menk stood out because of the amount of background information they gathered and the detailed information they provided. He noted that Bolton and Menk also have a lot of in house experts while the other candidate would have to go outside of their company to receive that expertise.

Chairperson Steffen questioned where the range of 40 to 60 percent sharing for the landowners was derived from.

Economic Development Manager/Assistant City Administrator Brama advised that calculation was taken from another road improvement project along Bunker Lake Boulevard.

Chairperson Steffen stated that perhaps one third from each of the three landowners would make sense. He questioned if a train track study had been conducted with any of the other tenants in the area such as the VA.

City Administrator Ulrich was not aware of a study that has been done but noted that the study would be completed to ensure that there would not be interference for precision manufacturing.

Economic Development Manager/Assistant City Administrator Brama described the study that would be completed, noting that it would most likely start by comparing other communities to determine if precision manufacturing businesses are located near train tracks in other communities, rather than a scientific measurement of ground vibrations.

Member Skaff questioned if the City would be involved in the selling of the parcels.

Economic Development Manager/Assistant City Administrator Brama confirmed that once the numbers are known it would be possible to determine if assistance could be provided by the City.

Member Riley stated that he would not like to see the City purchase land and act as the developer. He believed that the City has a role in the process but did not want to see the City act as developer. He questioned if this process is helping the City to determine if this would be economical and if this idea could move forward.

Economic Development Manager/Assistant City Administrator Brama agreed that this cost information is integral in the process and will assist in discussions with developers.

Member Riley stated the two major land owners should share the cost in thirds as this is their land to develop.

Member Hardin stated that there has been a history between the City and Hakanson Anderson and questioned if there was a clear difference between the two proposals.

Economic Development Manager/Assistant City Administrator Brama confirmed that Bolton and Menk really stood out because of the level of detail provided. He stated that this process will take a lot of back and forth between staff and the consultant and staff was confident that Bolton and Menk would be the best choice.

Member Riley referenced the potential funding and did not believe the EDA Revolving Loan Fund should be used.

Chairperson Steffen agreed that the EDA Revolving Loan Fund is meant for businesses to use and not the City to use.

Member Hardin questioned if the EDA Revolving Loan Fund were to be used, would the portion paid back by the landowners then become unrestricted.

Economic Development Manager/Assistant City Administrator Brama believed that may be the case but was unsure and stated that he would verify whether that would be correct.

Member Riley stated that there is a sufficient balance in the EDA Fund and believed that should be used.

Economic Development Manager/Assistant City Administrator Brama verified that he would follow up to determine the ratio of restricted to unrestricted funds.

Chairperson Steffen stated that he would abstain from the vote because he has ties to both companies.

Motion by Member Skaff, seconded by Member Hardin, to recommend approval of Bolton and Menk.

Motion carried. Voting Yes: Members Skaff, Hardin, Riley, and Williams. Voting No: None. Absent: Member Brunt. Abstained: Chairperson Steffen.

4.03: Consider Purchase Agreement with WESTCO Properties LLC (portions may be closed to the public)

Economic Development Manager/Assistant City Administrator Brama presented the staff report. He reviewed the net proceeds and noted that the amount included in the packet is slightly different and would be closer to $77,000, after commission and payment to the County is made. He stated that the potential buyer has been great to work with and the City has experience working with Restore 24 in past projects. He stated that Mr. West is proposing a subgrade loading dock and staff has mentioned that the elevation of existing stormwater facilities is somewhat high and therefore that dock would have trouble draining and there would be additional cost incurred to move forward with that option.

Chairperson Steffen stated that this will give the opportunity for an existing Ramsey business that is successful to become more successful directly across the street from his current location.

Member Hardin referenced if the issue discussed the previous month regarding the PCA and the land south of the landfill and questioned if that would have an impact on this site.

Economic Development Manager/Assistant City Administrator Brama confirmed that would not have an impact on this site.

Member Hardin questioned if there were existing surveys on this property and questioned if the policy of the City is to fund a survey for City owned property.

Economic Development Manager/Assistant City Administrator Brama stated that it is his understanding that there is not a survey that has been done on this property. He confirmed that the policy for City owned land does include a provision in which the City will provide a basic survey of the land.

Member Williams questioned if the net proceed figure of $77,000 included the survey cost.

Economic Development Manager/Assistant City Administrator Brama confirmed that the survey cost was not included in that figure and noted the survey cost could range from $2,000 to $3,000. He confirmed that title work, the survey cost and closing costs were not included in the proceeds and believed the net proceed figure would be closer to $70,000.

Member Riley commented that this is a great case and would love to see more of these in the future.

Member Williams referenced the language used regarding environmental testing and expressed concern with the language used. She believed that perimeters should be placed on the type of testing that could be completed.

Economic Development Manager/Assistant City Administrator Brama agreed that additional language could be placed into the document that would address that concern. He also confirmed that staff would work with CBRE to draft a standard purchase agreement that could be used by the City moving forward.

Motion by Chairperson Steffen, seconded by Member Skaff, to recommend to the City Council approval of the purchase agreement with WESTCO Properties LLC for .95 acres of City owned land located at 6590 141st Avenue NW, contingent upon final review and amendments from the City Attorney.

Further discussion: Member Williams referenced the timeline and proposed closing date and questioned if that timeline would be sufficient.

Economic Development Manager/Assistant City Administrator Brama confirmed there would be sufficient time. He noted that if the closing date were to be pushed back the earnest money would become hard.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Riley, Skaff, and Williams. Voting No: None. Absent: Member Brunt.

Economic Development Manager/Assistant City Administrator Brama indicated he will review the next steps for this process with the City Attorney as well as develop a boiler plate purchase agreement.

5. MEMBER / STAFF INPUT

The EDA reviewed the Staff Update.

5.01: Updates

Economic Development Manager/Assistant City Administrator Brama provided an update regarding the residential property adjacent to City Hall, referencing City loans that were provided. He stated that F & C is in the process of refinancing their property and will then pay back the large loan to the City of $7,000,000 and the small loan of $1,500,000. He stated that

with those loans paid off the City will no longer have risk in the project. He advised that the City Council will review amendments to agreements related to that issue the following Tuesday. He also provided an update regarding the City's four active purchase agreements, soon to become five, noting that the due diligence of the buyers has been ongoing and has not stalled. He stated that it appears that all projects are moving forward and believed that closings would occur beginning in April and ending in June. He stated that if all of those move forward 2015 could be a good year for the City. He confirmed that the Dollar General agreement has been terminated.

City Administrator Ulrich stated that their concern was access to the property. He reported that the Highway 10 Subcommittee will meet tonight with the consultant and a potential extension of that consultant agreement will come before the Council the following week. He stated that there is also a County Working Group for Highway 10 that the City has been participating in on a monthly basis. He advised of additional funds that may be available to the City because of the issue of rail separation. He stated that the Council reviewed the issue regarding the land south of the landfill and chose not to move forward with an industrial park in that area. He advised that the Council did approve a sewer and water connection to the City of Anoka on the far east boundary, through a Joint Powers Agreement. He stated that the City is working with Elk River to reconstruct Jarvis Street, which is on the boundary of the two cities and will provide an alternative route and whistle free zone for those residents in that area. He noted that with this project the City will become a whistle free zone.

Chairperson Steffen questioned the timeline for obtaining a new Member for the EDA.

City Administrator Ulrich stated that appointments will be made by April 1st.

Member Williams questioned if there will be discussion on moving this meeting to the first Thursday of the month.

Economic Development Manager/Assistant City Administrator Brama agreed that staff would recommend that the meeting be moved to the first Thursday of the month which would allow potential purchase agreements to move to the Council the following week. He confirmed that the date change could become effective March 5th.

It was the consensus of the EDA to change the meeting date to the first Thursday of the month.

6. ADJOURNMENT

Motion by Member Skaff, seconded by Member Hardin, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Riley, and Williams. Voting No: None. Absent: Brunt.

The regular meeting of the Economic Development Authority adjourned at 8:54 a.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Patrick Brama
Asst. City Administrator/Economic Development Manager

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, February 5, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: Member Philip Brunt

Also Present: Patrick Brama, Asst. City Administrator/Economic Development Manager
Kurt Ulrich, City Administrator

1. CALL TO ORDER

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

2. APPROVE AGENDA

There were no changes.

Motion by Member Skaff, seconded by Member Hardin, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Riley, and Williams. Voting No: None. Absent: Brunt.

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated January 8, 2015

It was noted on page five, it should state, "…<u>if</u> it goes well…"

Motion by Chairperson Steffen, seconded by Member Hardin, to approve the January 8, 2015, minutes as presented.

Motion carried. Voting Yes: Chairperson Steffen, Members Hardin, Riley, Skaff, and Williams. Voting No: None. Absent: Member Brunt.

4. EDA BUSINESS

4.01: 2015 Annual EDA Business Expo

Economic Development Manager/Assistant City Administrator Brama presented the staff report.

Member Skaff stated that the event does work and noted that he built a patio in his backyard which arose from discussions with a vendor at the event. He stated that perhaps the fee to join the event should be $50 for Ramsey businesses and $65 for those outside of Ramsey.

Chairperson Steffen questioned if vendors have been turned away from the event and whether the fee has ever been raised.

Economic Development Manager/Assistant City Administrator Brama stated that they do not turn away Ramsey businesses but they do turn away approximately 10 potential vendors/crafters each year. He stated that the fee had not been raised in the past three years but acknowledged that an increased budget could assist in marketing efforts.

Chairperson Steffen believed that increase to $50/$65 would be fair. He questioned if BOB FM had been brought in to increase marketing.

Economic Development Manager/Assistant City Administrator Brama confirmed that staff could reach out to BOB FM for the event.

Chairperson Steffen stated that perhaps "fifth annual" or whatever the year may be should be included on the event marketing.

4.02: Review Future Business Park RFQ and Updates

Economic Development Manager/Assistant City Administrator Brama presented the staff report. He reviewed the recommendation from staff for the EDA to narrow the two finalists down to one and noted that staff is recommending to choose Bolton and Menk. He stated that both groups are qualified but noted that Bolton and Menk stood out because of the amount of background information they gathered and the detailed information they provided. He noted that Bolton and Menk also have a lot of in house experts while the other candidate would have to go outside of their company to receive that expertise.

Chairperson Steffen questioned where the range of 40 to 60 percent sharing for the landowners was derived from.

Economic Development Manager/Assistant City Administrator Brama advised that calculation was taken from another road improvement project along Bunker Lake Boulevard.

Chairperson Steffen stated that perhaps one third from each of the three landowners would make sense. He questioned if a train track study had been conducted with any of the other tenants in the area such as the VA.

City Administrator Ulrich was not aware of a study that has been done but noted that the study would be completed to ensure that there would not be interference for precision manufacturing.

Economic Development Manager/Assistant City Administrator Brama described the study that would be completed, noting that it would most likely start by comparing other communities to determine if precision manufacturing businesses are located near train tracks in other communities, rather than a scientific measurement of ground vibrations.

Member Skaff questioned if the City would be involved in the selling of the parcels.

Economic Development Manager/Assistant City Administrator Brama confirmed that once the numbers are known it would be possible to determine if assistance could be provided by the City.

Member Riley stated that he would not like to see the City purchase land and act as the developer. He believed that the City has a role in the process but did not want to see the City act as developer. He questioned if this process is helping the City to determine if this would be economical and if this idea could move forward.

Economic Development Manager/Assistant City Administrator Brama agreed that this cost information is integral in the process and will assist in discussions with developers.

Member Riley stated the two major land owners should share the cost in thirds as this is their land to develop.

Member Hardin stated that there has been a history between the City and Hakanson Anderson and questioned if there was a clear difference between the two proposals.

Economic Development Manager/Assistant City Administrator Brama confirmed that Bolton and Menk really stood out because of the level of detail provided. He stated that this process will take a lot of back and forth between staff and the consultant and staff was confident that Bolton and Menk would be the best choice.

Member Riley referenced the potential funding and did not believe the EDA Revolving Loan Fund should be used.

Chairperson Steffen agreed that the EDA Revolving Loan Fund is meant for businesses to use and not the City to use.

Member Hardin questioned if the EDA Revolving Loan Fund were to be used, would the portion paid back by the landowners then become unrestricted.

Economic Development Manager/Assistant City Administrator Brama believed that may be the case but was unsure and stated that he would verify whether that would be correct.

Member Riley stated that there is a sufficient balance in the EDA Fund and believed that should be used.

Economic Development Manager/Assistant City Administrator Brama verified that he would follow up to determine the ratio of restricted to unrestricted funds.

Chairperson Steffen stated that he would abstain from the vote because he has ties to both companies.

Motion by Member Skaff, seconded by Member Hardin, to recommend approval of Bolton and Menk.

Motion carried. Voting Yes: Members Skaff, Hardin, Riley, and Williams. Voting No: None. Absent: Member Brunt. Abstained: Chairperson Steffen.

4.03: Consider Purchase Agreement with WESTCO Properties LLC (portions may be closed to the public)

Economic Development Manager/Assistant City Administrator Brama presented the staff report. He reviewed the net proceeds and noted that the amount included in the packet is slightly different and would be closer to $77,000, after commission and payment to the County is made. He stated that the potential buyer has been great to work with and the City has experience working with Restore 24 in past projects. He stated that Mr. West is proposing a subgrade loading dock and staff has mentioned that the elevation of existing stormwater facilities is somewhat high and therefore that dock would have trouble draining and there would be additional cost incurred to move forward with that option.

Chairperson Steffen stated that this will give the opportunity for an existing Ramsey business that is successful to become more successful directly across the street from his current location.

Member Hardin referenced if the issue discussed the previous month regarding the PCA and the land south of the landfill and questioned if that would have an impact on this site.

Economic Development Manager/Assistant City Administrator Brama confirmed that would not have an impact on this site.

Member Hardin questioned if there were existing surveys on this property and questioned if the policy of the City is to fund a survey for City owned property.

Economic Development Manager/Assistant City Administrator Brama stated that it is his understanding that there is not a survey that has been done on this property. He confirmed that the policy for City owned land does include a provision in which the City will provide a basic survey of the land.

Member Williams questioned if the net proceed figure of $77,000 included the survey cost.

Economic Development Manager/Assistant City Administrator Brama confirmed that the survey cost was not included in that figure and noted the survey cost could range from $2,000 to $3,000. He confirmed that title work, the survey cost and closing costs were not included in the proceeds and believed the net proceed figure would be closer to $70,000.

Member Riley commented that this is a great case and would love to see more of these in the future.

Member Williams referenced the language used regarding environmental testing and expressed concern with the language used. She believed that perimeters should be placed on the type of testing that could be completed.

Economic Development Manager/Assistant City Administrator Brama agreed that additional language could be placed into the document that would address that concern. He also confirmed that staff would work with CBRE to draft a standard purchase agreement that could be used by the City moving forward.

Motion by Chairperson Steffen, seconded by Member Skaff, to recommend to the City Council approval of the purchase agreement with WESTCO Properties LLC for .95 acres of City owned land located at 6590 141st Avenue NW, contingent upon final review and amendments from the City Attorney.

Further discussion: Member Williams referenced the timeline and proposed closing date and questioned if that timeline would be sufficient.

Economic Development Manager/Assistant City Administrator Brama confirmed there would be sufficient time. He noted that if the closing date were to be pushed back the earnest money would become hard.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Riley, Skaff, and Williams. Voting No: None. Absent: Member Brunt.

Economic Development Manager/Assistant City Administrator Brama indicated he will review the next steps for this process with the City Attorney as well as develop a boiler plate purchase agreement.

5. MEMBER / STAFF INPUT

The EDA reviewed the Staff Update.

5.01: Updates

Economic Development Manager/Assistant City Administrator Brama provided an update regarding the residential property adjacent to City Hall, referencing City loans that were provided. He stated that F & C is in the process of refinancing their property and will then pay back the large loan to the City of $7,000,000 and the small loan of $1,500,000. He stated that

with those loans paid off the City will no longer have risk in the project. He advised that the City Council will review amendments to agreements related to that issue the following Tuesday. He also provided an update regarding the City's four active purchase agreements, soon to become five, noting that the due diligence of the buyers has been ongoing and has not stalled. He stated that it appears that all projects are moving forward and believed that closings would occur beginning in April and ending in June. He stated that if all of those move forward 2015 could be a good year for the City. He confirmed that the Dollar General agreement has been terminated.

City Administrator Ulrich stated that their concern was access to the property. He reported that the Highway 10 Subcommittee will meet tonight with the consultant and a potential extension of that consultant agreement will come before the Council the following week. He stated that there is also a County Working Group for Highway 10 that the City has been participating in on a monthly basis. He advised of additional funds that may be available to the City because of the issue of rail separation. He stated that the Council reviewed the issue regarding the land south of the landfill and chose not to move forward with an industrial park in that area. He advised that the Council did approve a sewer and water connection to the City of Anoka on the far east boundary, through a Joint Powers Agreement. He stated that the City is working with Elk River to reconstruct Jarvis Street, which is on the boundary of the two cities and will provide an alternative route and whistle free zone for those residents in that area. He noted that with this project the City will become a whistle free zone.

Chairperson Steffen questioned the timeline for obtaining a new Member for the EDA.

City Administrator Ulrich stated that appointments will be made by April 1st.

Member Williams questioned if there will be discussion on moving this meeting to the first Thursday of the month.

Economic Development Manager/Assistant City Administrator Brama agreed that staff would recommend that the meeting be moved to the first Thursday of the month which would allow potential purchase agreements to move to the Council the following week. He confirmed that the date change could become effective March 5th.

It was the consensus of the EDA to change the meeting date to the first Thursday of the month.

6. ADJOURNMENT

Motion by Member Skaff, seconded by Member Hardin, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Riley, and Williams. Voting No: None. Absent: Brunt.

The regular meeting of the Economic Development Authority adjourned at 8:54 a.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Patrick Brama
Asst. City Administrator/Economic Development Manager

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey Park and Recreation Commission conducted a regular meeting on February 12, 2015, at the Council Chambers, Ramsey, Minnesota.

Commission Members Present:	Chair Shane Bennett Vice Chair Bridgett Barr Commissioner Richard Chubb Commissioner Andrew Fyten Commissioner Thomas Mobry Commissioner Jon Trappen
Commission Members Absent:	None
Also Present:	Parks & Assistant Public Works Superintendent Mark Riverblood

1. CALL TO ORDER

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

2. CITIZEN INPUT

Mr. Jeremy Zaller, 15600 Yakima Court, Ramsey stated he will be the contact person for Anoka Ramsey Athletic Association's Lacrosse program. He has been involved with athletics in Ramsey for many years. He stated field space has become a premium and asked if there are any upcoming projects ARAA would like to have some input. Parks & Assistant Public Works Superintendent Riverblood stated the city is looking at some large field expansions at Central Park.

3. APPROVE AGENDA

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

Motion carried. Voting Yes: Chair Bennett, Commissioners Mobry, Chubb, Barr, Fyten, and Trappen. Voting No: None. Absent:

4. APPROVE MINUTES

4.01: Approve Park and Recreation Commission Meeting Minutes dated January 8, 2015

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

1) Park and Recreation Commission Regular Meeting Minutes dated January 8, 2015.

Motion carried. Voting Yes: Chair Bennett, Commissioners Barr, Fyten. Chubb, Mobry, and Trappen. Voting No: None. Absent:

5. COMMISSION BUSINESS

5.01: Consider Recommendation Confirming Existing Master Parks and Trail Plan Regarding the Sketch Plan of Harvest Estates Located at 15153 Nowthen Blvd NW; Case of N.I.K. Management, Inc.

Parks & Assistant Public Works Superintendent Riverblood reviewed the purpose of this case is to confirm the current Master Parks and Trail Plan as it relates to the Sketch Plan for Harvest Estates, a proposed 45-lot detached, single-family subdivision on the former municipal center campus located at 15153 Nowthen Blvd. NW. the topics of confirmation include the following:

Sketch Plan Review is a process outlined in City Code that provides an opportunity for the Planning Commission to review compliance with the Comprehensive Plan as well as Zoning and Subdivision Codes (City Code Chapter 117) before an Applicant spends resources on detailed civil engineering drawings. The Parks and Recreation Commission does not traditionally review Sketch Plans; however, given the significant policy topics, confirmation of direction is warranted before the Applicant proceeds with future review steps. This step is not required by Minnesota Statute Chapter 462; however, it provides for a more proactive and collaborative design approach in an effort to avoid issues at a later date.

Master Park and Trail Plan

As the redevelopment of the old municipal center has been discussed over a number of years and has taken a number of forms. A topic that routinely is raised is the potential for a new City Park. The City has routinely responded that it does not plan for a future City Park in this development. The area is well served by existing parks, connected through a series of pedestrian trails. Additionally, the focus of the Parks and Recreation Commission has shifted away from a series of smaller "pocket" parks to larger community parks with higher quality amenities connected through the City's pedestrian trail system.

Alternatives

Alternative #1. Confirm the policy direction to not include a City park within the proposed development. This alternative would allow the proposed development to move forward as presented. Park Dedication and Trail Development obligations would be satisfied by cash contribution.

Alternative #2. Amend the policy direction to include a City park within the proposed development. This would require the Applicant to revise the proposed development as presented. The addition of a park in this area would reduce resources available for other future improvements already planned and would add to the City's ongoing maintenance costs. (The Park and Recreation Commission previously held that, there are adequate parks, recreation, and open spaces available to the proposed development within reasonable distance.) This alternative would reduce or eliminate the cash contribution to the Park Trust Fund to be utilized to enhance the existing, surrounding parks and trail connections.

Over the past years the City has looked at various options for the use of the property. It was decided to have a policy of not constructing pocket parks putting more focus on the community parks and trail connections to existing parks within the City.

Staff recommends that the City confirm the existing Parks and Trail Master Plan and not include a new City Park within the proposed development known as Harvest Estates.

Park dedication is suggested cash in lieu of land for Harvest Estates. Maintain the policy of not constructing pocket parks. Mr. Riverblood indicated the location of the property on a map. There is a great need for park improvements, as noted in the Park Improvement Plan, which reaffirms not constructing any pocket parks. The trail systems and sidewalks in the surrounding neighborhoods are complete. Solstice Park is disconnected from the trail system. The City does own a small parcel that could be used to connect the two cul-de-sacs to Soltis Park.

Chair Bennett stated he does not feel the Commission has changed their mind on the policy of not creating pocket parks and in taking cash in lieu of land to support improvements in other larger parks.

Motion by Commissioner Barr, seconded by Commissioner Fyten, to recommend that the City Council confirm the existing Parks and Trail Master Plan and not include a new City park within the proposed development known as Harvest Estates and reaffirm the Commission's Policy.

Motion carried. Voting Yes: Vice Chair Bennett, Commissioners Barr, Fyten, Chubb, Mobry and Trappen. Voting No: None. Absent:

6. COMMISSION/STAFF INPUT

Parks & Assistant Public Works Superintendent Mark Riverblood reviewed the following:

Winter Recreation – Some of the winter recreation activities are less than normal for the year due to the lack of snow. The sledding hill at Alpine Park is open. The ski trails are maintained at Rum River Central.

Mississippi River Trail and Tourism – A bike trip is planned for Itasca to Iowa Border and one of the stops they are looking at is the Comfort Inn.

Invitation for Public Engagement – Residents can see plans on the website and comments are welcome. Chair Bennett stated all three plans reviewed were outstanding and he invited residents to look at the website and provide their input.

Mississippi Skyway Project – The grant application was submitted today. A video was produced by QCTV and will be shown to the Commission in March. The video is also available on the website.

Commissioner Barr asked if there were updated counts on the skating rinks. Mr. Riverblood stated they have been disappointing. There was good ice over Thanksgiving. It has been a roller coaster season for the rinks. They will be flooded again tomorrow. February will most likely be the end of the skating season.

7. ADJOURNMENT

Motion by Commissioner Chubb, seconded by Commissioner Mobry, to adjourn the meeting.

Motion carried. Voting Yes: Chair Bennett, Commissioner Chubb, Mobry, Barr, Fyten, and Trappen. Voting No: None. Absent:

The Park and Recreation Commission meeting adjourned at 6:55 p.m.

Respectfully submitted,

_____

Mark Riverblood
Parks & Assistant Public Works Superintendent

Drafted by Debbie Wolfe
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **4. 3.**

Meeting Date: 03/24/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title

Approve Anoka County License Center Lease Extension

Purpose/Background:

The City of Ramsey entered into a five-year lease agreement with the Anoka County License Center for space in the Ramsey Municipal Center in 2010. This original agreement is set to expire in June 2015; and, has three renewal option periods in which to extend the agreement by an additional five years. Anoka County License Center has exercised their first option to renew. Said option requires the City to "mutually agree." The purpose of this case is to provide said approval ("mutual agreement"). With the action suggested in this case, the original agreement would be extended to June 2020.

Notification:

NA

Observations/Alternatives:

It is Staff's opinion—that, Anoka County has been a good tenant/steward of the Ramsey Municipal Center, they have consistently paid their rent on time, and have been easy to work with. As depicted in the attached original agreement, lease rates are scheduled to increase each year. Staff checked the scheduled lease rates with the City's lease broker; and it was determined they are at market rate. The original agreement requires payment of a "CAM charge" (common area maintenance). This charge was to be adjusted for inflation each year. This work has been executed each year--with no objections from the tenant. The terms are set in order to allow the City to evaluate whether the space is needed for municipal purposes. It is not anticipated that this space will be needed in the next five years.

Funding Source:

NA

Recommendation:

Staff recommends this agreement be extended for another five years. See attached for details.

Action:

Motion to:
authorize the City Administrator to execute the attached document; which, provides consent to extending a lease agreement with the Anoka County License Center for use of the Ramsey Municipal Center through June 2020.

Attachments

Original Lease Agreement

Option to Renew

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/18/2015 05:36 PM
Form Started By: Patrick Brama		Started On: 03/12/2015 03:30 PM
Final Approval Date: 03/18/2015		

LEASE AGREEMENT

This Lease Agreement, dated this 23rd day of February, 2010, (this "Lease") is made by and between the **CITY OF RAMSEY**, Anoka County, Minnesota, a Minnesota municipal corporation ("LANDLORD") and the **COUNTY OF ANOKA**., a political subdivision of the State Minnesota ("TENANT").

DEFINITION:

"Leased Space". Approximately 2200 square feet of office space including two (2) closed offices and one storage room on the ground floor of the Ramsey Municipal Center located at 7550 Sunwood Drive NW, Ramsey Minnesota, 55303 (the "Office Space"). The Leased Space includes approximately 466 square feet of shared common areas (restrooms, lunch room, etc,) (the "Shared Space"). The Office Space and the Shared Space total 2,666 square feet and are collectively referred to hereinafter as the "Leased Space". The Leased Space also includes the right to use the Parking Facilities as described below. . The Leased Space is depicted on the attached Exhibit A.

WITNESSETH THAT:

1. TERM:

a. **Initial Term.** For and in consideration of the rents, additional rents, terms, provisions and covenants herein contained, LANDLORD hereby lets, leases and demises to TENANT the Leased Space for the term of five years commencing on the 1st day of July, 2010 (sometimes called "the Commencement Date") and expiring on the 30th day of June, 2015 (sometimes called "Expiration Date") unless sooner terminated as hereinafter provided. The term from July 1, 2010 through June 30, 2015 is hereinafter referred to as the "Initial Term". TENANT'S obligation to pay rent shall begin on the Commencement Date.

b. **Option to Renew**. Provided TENANT is not in default hereunder and has performed all of its covenants and obligations, TENANT may extend the Term of this Lease (hereinafter, the "Option Term") for one (1) five (5) year Term with the Option Term beginning on the first day after the "Expiration Date" upon the terms and conditions set forth below. TENANT may exercise the Option Term only by giving written notice to LANDLORD not later than June 30,, 2014. Subject to mutual agreement between the LANDLORD and TENANT, the term of this lease may be extended for an additional two (2) five (5) year Terms (hereinafter "Additional Terms"), which agreement shall be made at least 365 days prior to the commencement of each of the two Additional Terms.

c. **Early Lease Termination**. TENANT shall have the right to terminate this Lease Agreement without penalty upon 365 days written notice to LANDLORD upon the happening of any of the following events (1) the TENANT loses more than 50% of its revenue volume as measured by the immediately preceding calendar year (2) the State of Minnesota discontinues the practice of appointing license bureaus, as they now exist or other means of obtaining licenses, license plates, vehicle transfers, and/or paying license fees makes operating a license bureau uneconomical Notwithstanding an early termination TENANT shall reimburse LANDLORD for its build-out allowance given TENANT pursuant to paragraph 8.b. below upon the following schedule: if termination is within one-year of Commencement Date, repayment of build-out costs by TENANT is 100%; from one year to two years – 80%; from two to three years

– 60%; from three to four years – 40%; and from four years to five year – 20%. After the fifth year from the Commencement Date, there shall be no obligation for repayment of the build-out costs.

2. BASE RENT:

a. **Rent.** TENANT shall pay to LANDLORD Base Rent of $13.00/sf for the 2200 square feet of Office Space . TENANT shall not be charged Base Rent for the Shared Space. TENANT shall also pay to LANDLORD a pro rata share of the Operating Costs (as hereinafter defined) on the entire 2,666 Leased Space of $5.20/sf . TENANT pro rata share of the Operating Costs are hereinafter referred to as "CAM." Total annual rent for the first year of the Lease is $42,456.00 calculated as follows: (Base Rent of 2200sf x $13.00/sf + CAM charges of 2666sf x $5.20/sf = $42,456.00). The Base Rent and CAM as adjusted below, shall be payable in advance without offset, deduction or demand, in monthly installments on the Commencement Date and on the first day of the month thereafter during the Initial Term, and the Option Term. The annual rent payable shall be in accordance with attached Exhibit B.

b. **Rent Increase.** The Office Space Base Rent shall increase at an annual rate of two percent (2%) per year during the Initial Term and during any Option Term.

c. **CAM rent adjustment.** The CAM rent shall be adjusted up or down on an annual basis based upon a review by the LANDLORD of its costs for the Operating Expenses. Said review shall be on or before August 1 of each year during the Initial Lease Term LANDLORD shall determine its Operating Expenses during the immediate prior one year lease term expiring on the preceding June 30th. Based on this review, LANDLORD shall advise TENANT of the CAM rent. The Base Rent shall then be adjusted accordingly. In the event TENANT exercises its Option to renew, the CAM rent shall then be increase pursuant to the CPI index formula as described on attached Exhibit C.

3. OPERATING EXPENSES:

LANDLORD shall pay all operating expenses including utilities incurred by TENANT in operating the Leased Space. The term "Operating Expenses" shall include but not be limited to janitorial services, maintenance, repair, operation of utilities and lighting, garbage disposal and refuse removal, parking and landscaped areas, signs, snow removal, non-structural repair and maintenance of the exterior of the building in which the Leased Space is located, all associated with the Leased Space being rented(the "Operating Expenses"). LANDLORD shall provide the same level of service for the LEASED SPACE that it provides for all other office areas located within the Ramsey Municipal Building. The cost of the TENANT pro rata share of the Operating Expenses is included in the CAM.

In addition to payment of the Operating Expenses, LANDLORD'S reception staff will provide direction for TENANT'S customers to access TENANT's Office Space, as necessary.

4. COVENANT TO PAY RENT:

The covenants of TENANT to pay the Base Rent and the Additional Rent are each independent of any other covenant, condition, provision or agreement contained in this Lease. All rents are

payable to LANDLORD at Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey Minnesota 55303, or such other place as LANDLORD may designate.

5. CARE AND REPAIR OF LEASED SPACE:

Subject to LANDLORD'S responsibility to pay all Operating Expenses, TENANT shall, at all times throughout the term of this Lease, including renewals and extensions, keep and maintain the Leased Space in a clean, safe, sanitary and first class condition and in compliance with all applicable laws, codes, ordinances, rules and regulations.

6. PARKING FACILIITIES:

Parking for customers of TENANT shall be provided in the surface parking lot south side of the Ramsey Municipal Center, street parking on Sunwood Drive and in the adjacent Municipal Parking Ramp. LANDLORD will provide six (6) signed stalls in the surface parking lot on the south side of the Ramsey Municipal Center for "15 MINUTE PARKING". Parking for employees of TENANT shall be provided in the parking ramp only.

7. SIGNS:

- Any sign, lettering, picture, notice or advertisement installed on or in any part of the Leased Space and visible from the exterior of the Leased Space, or visible from the exterior of the Leased Space, must be approved in advance by LANDLORD and installed at TENANT's expense. In the event of a violation of the foregoing by TENANT, LANDLORD may remove the same without any liability and may charge the expense incurred by such removal to TENANT. Notwithstanding the foregoing, LANDLORD agrees to permit TENANT, at TENANT'S expense to install an illuminated sign on the LANDLORD'S Municipal Parking Ramp or any future Highway 10 marquis sign installed by the City of Ramsey. The LANDLORD shall, at TENANT's expense place directional signage on Sunwood Drive. The LANDLORD shall, at LANDLORD'S expense, place directional signage to the Leased Space within the Ramsey Municipal Center and Municipal Parking Ramp. Other than as provided herein, any signs installed on highway or street right of way shall be installed only with any necessary local regulatory agency approval.

8. ALTERATIONS, INSTALLATION, FIXTURES:

a. Except as hereinafter provided, TENANT shall not make any alternation, additions, or improvements in or to the Leased Space or add, disturb or in any way change any plumbing or wiring therein without the prior written consent of LANDLORD. In the event alterations are required by any governmental agency by reason of the use and occupancy of the Leased Space by TENANT, TENANT shall make such alterations at its own cost and expense after first obtaining LANDLORD's approval of plans and specifications therefore and furnishing such indemnification as LANDLORD may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by TENANT must be built in compliance with all laws, ordinances and governmental regulations affecting the Leased Space and TENANT shall warrant to LANDLORD that all such alterations, additions, or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations, and

insurance requirements. Construction of such alterations or additions shall commence only upon TENANT obtaining and exhibiting to LANDLORD the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, or improvements to the Leased Space made by TENANT shall at the option of LANDLORD become the property of LANDLORD and shall be either removed by TENANT at TENANT's sole cost or surrendered to LANDLORD upon the termination of this Lease; provided, however, this clause shall not apply to movable equipment or furniture owned by TENANT which may be removed by TENANT at the end of the term if this Lease of TENANT is not then in default.

9. INFORMATION TECHNOLOGY (IT):

(a) TENANT will provide no less than a T1 (or greater appropriate level of infrastructure), to include PRI and data, and its own phone system and computers/servers to facilitate its operations. TENANT will pay direct cost of T1 (or greater), phone system, and computers/servers to facilitate its operations.

(b) LANDLORD will provide 24X7 access to "Information Technology Center" and DMark Room within the Ramsey Municipal Center. LANDLORD and TENANT agree to develop and abide by a security agreement regarding the 24X7 access to LANDLORD's Information Technology Center and DMark Room LANDLORD's IT Manager will assist in coordinating data and phone connections upon TENANT's move-in, not to exceed eight (8) hours, included in the Base Rent cost. Additional work requested by TENANT for LANDLORD's IT Manager will be billed at the LANDLORD's billable hourly rate for its IT Manager. TENANT will provide all technology support for its own operations.

10. LEASED SPACE SECURITY:

LANDLORD will assist in facilitating Leased Space and common area security needs of TENANT. Costs of security improvements to support TENANT's operations, such as cameras, recording equipment, or additional panic alarm systems will be paid by TENANT. LANDLORD will provide security badges for door access to TENANT's employees as well as access to LANDLORD's current panic alarm system. LANDLORD'S Police Department will respond to LANDLORD's current panic alarm system when activated by TENANT'S EMPLOYESS consistent with that response provided to LANDLORD's employee's activation of said panic alarm system. TENANT's employee may elect to activate LANDLORD's panic alarm system which system is intended for use during normal business hours to provide police presence in the event of non-life threatening emergency situations such as unruly customers and or threatening work place events. For ALL OTHER Emergency events TENANT's employees shall of course use the 911 emergency services system.

11. CONSTRUCTION OF IMPROVEMENTS/POSSESSION

(a) **LANDLORD'S Work.** The parties acknowledge that the Leased Space has not been constructed. LANDLORD agrees to construct the improvements to the Leased Space as generally depicted in Exhibit A ("Improvements") LANDLORD shall retain an architect of LANDLORD's choice to prepare plans and specifications for the construction of Improvements and an estimate of the cost to construct the Improvements. The plans and specifications for the construction of the Improvements shall conform to all applicable governmental statutes,

ordinances, regulations and codes. LANDLORD shall not seek bids/Quotes for the Construction of the Improvements until the plans and specifications have been approved by TENANT. Upon approval by TENANT, LANDLORD shall obtain bids/quotes for the construction of the Improvements according to the approved plans and specifications. If the bids/quotes come in higher than budgeted by TENANT, then LANDLORD and LANDLORD's Architect shall work with TENANT to revise the plans and specifications so that the cost of construction of the Improvements is within TENANT's budget. LANDLORD shall not award and enter into a contract to construct the Improvements without approval from TENANT.

(b) **CONSTRUCTION.** At such time as the LANDLORD has received bids/quotes for the construction of the Improvements at a cost within the TENANT's budget, LANDLORD shall enter into appropriate agreements with the contractor and cause the construction of the Improvements to the Leased Space in accordance with the approved plans and specifications, which shall be completed by not later than June 14, 2010 ("Turnover Date"). TENANT shall have at a minimum ten (10) days between the Turnover Date and the Commencement Date to prepare the Lease Space for occupancy. If the Turnover Date is different than specified above, then LANDLORD shall give TENANT at least five (5) days notice of the new Turnover Date.

(c) ACCEPTANCE OF LEASED SPACE. Within thirty (30) days of the Turnover Date, TENANT, in its reasonable discretion, shall notify LANDLORD in writing of any defects or deficiencies found in the construction of the Improvements ("Punch List Notice"). Failure of TENANT to submit the Punch List Notice within such thirty (30) day period shall be deemed approval by TENANT of the condition of the Leased Space, an acknowledgment that all Improvements have been satisfactorily completed and acceptance of the Leased Space in its "**AS IS**" condition. If TENANT provides a Punch List Notice to LANDLORD, TENANT shall nevertheless be deemed to have accepted the Leased Space, as of the Turnover Date, in its "**AS IS**" condition, except for any items listed in such Notice. Notwithstanding the foregoing to the contrary, if, within one hundred eighty (180) days after the Commencement Date, TENANT, in its reasonable discretion, determines that Improvements have not been constructed in substantial conformance with the approved plans and specifications, TENANT shall notify LANDLORD in writing of any defects or deficiencies found in the Improvements ("180 Day Notice"). Failure of TENANT to submit the 180 Day Notice on or before the end of such one hundred eighty (180) day period shall be deemed approval by TENANT of the condition of the Improvements, an acknowledgment that all LANDLORD's Work has been satisfactorily completed and acceptance of the Improvements in its "**AS IS**" condition, except for any items listed in the Punch List Notice which have yet to be completed. Upon receipt of the Punch List Notice and/or the 180 Day Notice, LANDLORD shall complete, correct and/or repair all items set forth in such notices, other than those which LANDLORD reasonably disputes, within a reasonable time. If LANDLORD and TENANT are unable to reach an agreement regarding any items on either of the notices, they shall meet within ten (10) days after request by either party at a mutually acceptable time and place to attempt, in good faith, to resolve the dispute. If the matter cannot be resolved at such meeting, LANDLORD's Architect shall act as the final arbitrator regarding said items. Delivery of the Punch List Notice shall not postpone the Turnover Date, the Commencement Date nor the obligation of TENANT to pay Rent.

(d) **Delayed Turnover Date.** If the Turnover Date is established as any date other than the date specified in Section 11 (b), LANDLORD shall confirm such date to TENANT in writing delivered to TENANT at least five (5) days prior to the adjusted Turnover Date. In the event of

any delays in the Turnover Date, LANDLORD shall cause the completion of the work to occur as soon as possible. Any such delays shall not affect the validity of this Lease nor be considered a failure to deliver the Leased Space to TENANT by the date referenced in Section 11 (b). LANDLORD acknowledges and agrees that time is of the essence for completion of the Improvements, therefore, if LANDLORD is unable to give possession of the Leased Space to TENANT by June 30, 2010 because construction of Improvements have not been sufficiently completed to make the Leased Space Ready for Turnover or for any other reason, excluding *Force Majeure*, LANDLORD shall give TENANT, as liquidated damages, a rent credit of one (1) days Rent for each and every calendar day LANDLORD fails to give possession of the Leased Space to TENANT. Failure to give possession by the date referenced in Section 11 (b), shall in no way affect the validity of this Lease Agreement or the obligations of TENANT hereunder, except that if LANDLORD extends the Turnover Date beyond July 31, 2010, TENANT shall have the right, upon written notice to LANDLORD, to cancel this Lease Agreement and all monies TENANT has provided LANDLORD hereunder shall be refunded to TENANT within ten (10) business days from the time TENANT gives written notice to LANDLORD of such cancellation, unless all or part of such delay is reasonably attributable to actions or omissions on the part of TENANT. In the case of a delay due to a *Force Majeure*, the construction schedule shall be extended one (1) day for each one (1) day of delay.

(e) **Payment for construction of improvements**

(1) "Construction Costs" is defined as the cost to construct the Improvements, including construction of the HVAC, electrical, flooring, carpentry construction and finish of the walls/doors/millwork, and security of doors and normal architectural and construction management/administration costs necessary for TENANT's use and occupancy of the Office Space. Notwithstanding the foregoing, Construction Costs shall not include the cost to construct the east wall of the Office Space, the security door, costs relating to mechanical work and LANDLORD's staff time or legal fees.

(2) LANDLORD shall pay $55,000.00 for the cost of construction of the Improvements ("LANDLORD's Costs"). TENANT shall be responsible for payment of the difference between the Construction Costs and the LANDLORD Costs.

(3) Upon LANDLORD's award of the contract to construct the Improvements, TENANT shall pay LANDLORD 90% of the difference between the Construction Costs and the LANDLORD Costs. The remaining balance shall be paid by TENANT to LANDLORD upon the satisfactory completion of all items in the Punch List Notice.

(f) Herman-Miller Furniture

LANDLORD shall provide at no cost to the TENANT, Herman-Miller furnishings for the two offices (Room Nos. F133 and F134); Dealer processing work area and the safe area as depicted in the attached Exhibit E.

12. USE:

The Leased Space shall be used and occupied by TENANT solely for the purposes of commercial office space for the TENANT'S License Center Facility and such use by TENANT shall at all times be in full compliance with all applicable laws, ordinances and governmental regulations affecting the Leased Space. The Leased Space shall not be used in such manner that, in accordance with any requirement of law or of any public authority, LANDLORD shall be obligated on account of the purpose or manner of said use to make any addition or alteration to

or in the Leased Space. The Leased Space shall not be used in any manner which will increase the rates required to be paid for public liability or for fire and extended coverage insurance covering the Leased Space. TENANT shall occupy the Leased Space, conduct its business and control its agents, and employees in such a way as is lawful, and reputable and will not permit or create any nuisance, noise, odor, or otherwise interfere with, annoy or disturb any other occupant in the Leased Space in its normal business operations or LANDLORD in its management of the Leased Space. TENANT's use of the Leased Space shall conform to all LANDLORDs' rules and regulations relating to the use of the Leased Space as listed on Exhibit D attached hereto. Notwithstanding anything herein to the contrary, during the term of this Lease Agreement TENANT shall have the right to place an ATM machine within the Leased Space at the location indicated in Exhibit A. TENANT shall be responsible for securing and paying for any telecommunication lines needed for the ATM.

13. ACCESS TO LEASED SPACE:

The TENANT agrees to permit LANDLORD and the authorized representatives of LANDLORD to enter the Leased Space at all times during usual business hours for the purpose of inspecting the same and performance of janitorial services and making any necessary repairs to the Leased Space and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body or that LANDLORD may deem necessary to prevent waste or deterioration in connection with the Leased Space. Nothing herein shall imply any duty upon the part of LANDLORD to do any such work which, under any provision of this Lease, TENANT may be required to perform and the performance thereof by LANDLORD shall not constitute a waiver of TENANT's default in failing to perform the same. The LANDLORD may, during the progress of any work in the Leased Space, keep and store upon the Leased Space all necessary materials, tools and equipment. The LANDLORD shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business, or other damage of TENANT by reason of making repairs or the performance on any work in the Leased Space, or on account of bringing materials, supplies and equipment into or through the Leased Space during the course thereof and the obligations of TENANT under this Lease shall not thereby be affected in any manner whatsoever.

LANDLORD reserves the right to enter upon the Leased Space at any time in the event of an emergency and at reasonable hours to exhibit the Leased Space to prospective TENANT's and to display "For Lease" or similar signs on windows or doors in the Leased Space during the last one hundred eighty (180) days of the term of this Lease, all without hindrance or molestation by TENANT. Other than regular cleaning and maintenance as provided for herein, LANDLORD shall, when possible provide notice to TENANT prior to entering the Leased Space. If it is not practical to provide prior notice of entry, LANDLORD shall within 24 hours of such entry provide written documentation to TENANT of any such entry, including such information as why it was not practical to notify TENANT, the names of the persons entering the Leased Space and the date and time that entry was made to the Leased Space.

14. DAMAGE OR DESTRUCTION:

In the event of any damage or destruction to the Leased Space by fire or other cause during the term hereof, the following provisions shall apply:

a. **Significant Damages.** If the Leased Space is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by LANDLORD, will equal or exceed thirty percent (30%) of the replacement value of the Leased Space (exclusive of foundations) just prior to the occurrence of the damage, then LANDLORD may, no later than the sixtieth (60^{th}) day following the damage, give TENANT written notice of LANDLORD's election to terminate this Lease.

b. **Date of Termination.** In the event LANDLORD elects to terminate this Lease, it shall be deemed to terminate on the date of the occurrence of damage or destruction and all rentals shall be paid up to that date. TENANT shall have no claim against LANDLORD for the value of any unexpired term of this Lease except for prepaid rent.

Notwithstanding anything contained in this paragraph 15 to the contrary, LANDLORD shall only be obligated to restore the Leased Space to the extent of the insurance proceeds actually received, but if the insurance proceeds actually received do not permit LANDLORD to restore the Leased Space, LANDLORD shall so notify TENANT and either LANDLORD or TENANT may terminate this Lease by written notice given within 60 days after LANDLORD's notice. If LANDLORD restores the Leased Space in accordance with the provisions of this Section, then TENANT shall not have any right to terminate this Lease because of such damage pursuant to (i) any common law rights, (ii) Minnesota Statutes §504.131 as now in effect or as it may be hereafter amended or supplemented, or (iii) any comparable right established b a similar statute.

15. CASUALTY INSURANCE:

a. **LANDLORD and TENANT Obligations.** LANDLORD shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of Minnesota insuring the Leased Space against loss or damage by fire, explosion or other insurable hazards and contingencies for the full insurance value, provided that LANDLORD shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which TENANT may bring upon the Leased Space or any additional improvements which TENANT may construct or install on the Leased Space. TENANT shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance with premiums paid in advance issued by an insurance company licensed to do business in the State of Minnesota insuring its property of whatever nature against loss or damage by fire, expulsion or other insurable hazards and contingencies for the full insurable value of said TENANT's property, including TENANT's improvements to the Leased Space and TENANT's personal Property.

b. **TENANT Restriction.** TENANT shall not carry any stock of goods or do anything in or about the Leased Space which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

c. **Waiver of Liability.** LANDLORD hereby waives and releases all claims, liabilities and causes of action against TENANT and its agents, servants and employees for loss or damage to, or destruction of, the Leased Space or any portion thereof, including the buildings and other improvements situated thereon, resulting from fire, explosion and other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. Likewise, TENANT hereby waives and releases all claims, liabilities and

causes of action against LANDLORD and its agents, servants and employees for loss or damage to, or destruction of, any of the improvements, fixtures, equipment, supplies, merchandise and other Leased Space, whether that of TENANT or of others, upon or about the Leased Space resulting from fire, explosion or the other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. The waiver shall remain in force whether or not TENANT's insurer shall consent thereto.

d. **TENANT Payment.** In the event that the use of the Leased Space by TENANT increases the premium rate for insurance carried by LANDLORD, TENANT shall pay LANDLORD, upon demand, the amount of such premium increase. If TENANT installs any electrical equipment that overloads the power lines to the building or its wiring, TENANT shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriter, insurance rating bureau and governmental authorities having jurisdiction.

16. PUBLIC LIABILITY INSURANCE:

This section is intentionally left blank.

17. PROPERTY TAXES:

Currently the Ramsey Municipal Center is tax exempt and is not subject to ad valorem real estate taxes. This Lease Agreement is entered into under the assumption that the lease of the Leased Space will not result in the imposition of ad valorem real estate taxes. If at any time during the term of this lease the Leased Space becomes subject to ad valorem real estate taxes as a result of TENANT's occupancy or as a result of a change in state law, TENANT shall pay its pro rata share of property taxes to LANDLORD as additional rent.

18. COVENANT NON-COMPETE:

As an inducement and consideration to TENANT to enter into this License Agreement LANDLORD shall not directly or indirectly engage in the services currently provided by the Anoka County License Center and for the provision of passport services in the future. LANDLORD agrees to consider future lease space for passport office near the Leased Space.

19A. DEFAULT OF TENANT:

a. **Failure to Pay Rent.** In the event of any failure of TENANT to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by TENANT for more than 20 days after written notice of such failure shall have been given to TENANT, or if TENANT or an agent of TENANT shall falsify any report required to be furnished to LANDLORD pursuant to the terms of this Lease, or if TENANT shall be in default hereunder, LANDLORD, in addition to other rights of remedies it may have, shall have the immediate right of re-entry and may remove all personal property from the Leased Space and such personal property be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of TENANT, all without service of notice or resort to legal process and without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

b. **LANDLORD's Rights.** Should LANDLORD elect to re-enter the Leased Space, as herein provided, or should it take possession of the Leased Space pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Space, and relet the Leased Space or any part thereof upon such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as LANDLORD in its sole discretion may deem advisable. Upon each such subletting all rentals received by LANDLORD from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from TENANT to LANDLORD; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and costs of such alterations and repairs; third, to the payment of the rent due and unpaid payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by TENANT hereunder, possession of the Leased Space by LANDLORD shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to TENANT or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, LANDLORD may at any time after such re-entry and reletting elect to terminate this Lease for any such breach, in addition to any other remedies it may have, it may recover from TENANT all damages it may incur by reason of such breach, including the cost of recovering the Leased Space, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term, minus the amount of rental loss which TENANT proves could have been reasonably avoided, all of which amounts shall be immediately due and payable from TENANT to LANDLORD. LANDLORD shall also be entitled to any other amounts necessary to compensate LANDLORD for all detriment proximately caused by TENANT's failure to comply with the requirements of this Lease.

c. **LANDLORD May Cure Default.** LANDLORD may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity spend such money as is reasonably necessary to cure any default of TENANT herein and the amount so spent, and costs incurred, including attorney's fees incurring such default, shall be paid by TENANT, and additional rent, upon demand.

d. **TENANT Payment.** In the event suit shall be brought for recovery of possession of the Leased Space, for the recovery of rent of any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of TENANT to be kept or performed, and a breach shall be established, TENANT shall pay to LANDLORD all expenses incurred therefore, including a reasonable attorney's fee, together with interest on all such expenses at a reasonable the rate of interest from the date of such breach of the covenants of this Lease.

e. **Waiver of Rights of Redemption.** TENANT hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of TENANT being evicted or dispossessed for any cause, or in the event of LANDLORD obtaining possession of the Leased Space, by reason of the violation by TENANT of any of the covenants or conditions of this Lease, or otherwise. TENANT also waives any demand for possession of the Leased Space, and any demand for payment of rent and any notice of intent to re-enter the

Leased Space, or of intent to terminate this Lease, other than the notices above provided in this paragraph, and waives any and every other notice or demand prescribed by any applicable statutes or laws.

f. **No Exclusive Remedy.** No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to LANDLORD or TENANT shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

19B. DEFAULT OF LANDLORD:

LANDLORD Payment. In the event suit shall be brought for by the TENANT because of the breach of any covenant herein contained on the part of LANDLORD to be kept or performed, and a breach shall be established, LANDLORD shall pay to TENANT all expenses incurred therefore, including a reasonable attorney's fees, together with interest on all such expenses at a reasonable rate of interest from the date of such breach of the covenants of this Lease.

20. INDEMNITY & HOLD HARMLESS:

Subject to exceptions and limitations provided by law, including but not limited to those contained in Minnesota Statutes, Chapter 466, TENANT shall indemnify, protect, defend and hold LANDLORD and each of its respective officers and employees harmless from and against every demand, claim, cause of action, judgment and expense, including, but not limited to, reasonable attorney's fees and disbursements of counsel, whether suit is initiated or not, and all loss and damage arising from the negligent acts of the TENANT, TENANT's affiliates or any of its employees from: (a) any injury, loss or damage to the person or property of TENANT, or to any other person rightfully in the Leased Space, (i) occurring in or about the Leased Space, or (ii) resulting from the violation of any legal requirements or the provisions of this Lease by TENANT, or TENANT's affiliates or any of their respective employees, representatives, agents or contractors; (b) any loss or damage, however caused, to books, records, computer or other electronic equipment or data or media, files, artwork, money, securities, negotiable instruments or papers in the Leased Space; (or (c) any loss or damage resulting from interference with or obstruction of deliveries to or from the Leased Space caused by TENANT or TENANT's affiliates or any of their respective employees, representatives, agents or contractors. All property kept, maintained or stored on the Leased Space shall be so kept, maintained or stored at the sole risk of TENANT. If any mechanic's lien is filed against any part of the Leased Space for work claimed to have been done for, or materials claimed to have been furnished to TENANT, such mechanic's lien shall be discharged by TENANT within ten (10) days thereafter, at TENANT's sole cost and expense, by the payment thereof or by making any deposit required by law or by posting a bond with such surety, in such amount and in such form as LANDLORD deems proper. TENANT shall immediately notify LANDLORD of any mechanic's lien or other lien filed against the Leased Space or any part thereof by a contractor or subcontractor of TENANT or otherwise by reason of work claimed to have been done for or materials claimed to have been furnished to TENANT. If TENANT fails to remove such lien or post such bond within the ten (10) day period following the filing thereof, LANDLORD may, at its sole discretion and without waiving its right and remedies based on such breach by TENANT and without releasing TENANT from any of its obligations, cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such

lien. TENANT shall, in such event, pay to LANDLORD at once, upon notice by LANDLORD, any sum paid by LANDLORD to remove such lien, together with interest at a reasonable rate from the date of such payment by LANDLORD. LANDLORD shall have the right at all times to post and keep posted on the Leased Space any notices permitted or required by applicable law, or that LANDLORD shall deem proper for the protection of LANDLORD, the Leased Space, the property of and any other party having an interest therein, from liens. All material suppliers, contractors, artisans, mechanics, laborers and other parties contracting with TENANT for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Leased Space are hereby charged with notice that they must look solely to TENANT for payment of the same and TENANT's purchase orders, contracts and subcontracts in connection therewith must clearly sate this requirement.

21. NON-LIABILITY:

Subject to the terms and conditions of paragraph 15 hereof, LANDLORD shall not be liable for damage to any property of TENANT or of others located on the Leased Space, or of others by theft or otherwise. Except when caused by the negligent act of the LANDLORD, it's employees, contractors and/or agents, LANDLORD shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Space or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Except when caused by the negligent act of the LANDLORD, its employees, contractors and/or agents, LANDLORD shall not be liable for any such damage caused by TENANTs or persons in the Leased Space, occupants of adjacent property, of the buildings, or the public or caused by operations in connection of any private, public or quasi-public work. LANDLORD shall not be liable for any latent defect in the Leased Space. All property of TENANT kept or stored on the Leased Space shall be so kept or stored at the risk of TENANT only and TENANT shall hold LANDLORD harmless from any claims arising out of damage to the same, including subrogation claims by TENANT's insurance carrier.

22. ASSIGNMENT OR SUBLETTING:

TENANT agrees to use and occupy the Leased Space throughout the entire term hereof for the purpose or purposes herein specified and for no other purposes, in the manner and to substantially the extent now intended, and not to assign, sublet, license, concession or otherwise transfer this Lease or TENANT's rights in the Leased Space, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior written consent of LANDLORD in each instance. TENANT shall seek such consent of LANDLORD by a written request therefore, setting forth such information as LANDLORD may deem necessary. LANDLORD agrees not to withhold consent unreasonably. Consent by LANDLORD to any assignment of this Lease or to any subletting of the Leased Space shall not be a waiver of LANDLORD's rights under this paragraph as to any subsequent assignment or subletting. LANDLORD's rights to assign this Lease are and shall remain unqualified. No such assignment or subleasing shall relieve TENANT from any of TENANT's obligations in this Lease contained, nor shall any assignment or sublease or other transfer of this Lease be effective unless the assignees, subtenant or transferee shall at the time of such assignment, sublease or transfer, assume in writing for the benefit of LANDLORD, its successors or assigns, all of the terms, covenants and conditions of this Lease thereafter to be performed by TENANT and shall agree in

writing to be bound thereby. Should TENANT sublease in accordance with the terms of this Lease, fifty percent (50%) of any increase in rental received by TENANT over the per square foot rental rate which is being paid by TENANT shall be forwarded to and retained by LANDLORD, which increase shall be in addition to the Base Rent and Additional Rent due LANDLORD under this Lease. NOTWITHSTANDING the preceding, this paragraph 23 is NOT applicable to those Boat and RV Storage Contracts which TENANT enters into with individual owners for the storage of boat and or RV equipment at the Leased Space

23. ATTORNMENT:

In the event of any sale, transfer or assignment of LANDLORD's interest in the Leased Space, or this Lease, or if the Leased Space comes into custody or possession of a mortgagee or any other party whether because of a mortgage foreclosure, or otherwise, TENANT shall attorn to such assignee or other party and recognize such party as LANDLORD hereunder; provided, however, TENANT's peaceable possession will not be disturbed so long as TENANT faithfully performs it obligations under this Lease. TENANT shall execute, on demand, any attornment agreement required by any such party to be executed, containing such provisions and such other provisions as such party may require.

24. NOVATION IN THE EVENT OF SALE:

In the event of the sale of the Leased Space, LANDLORD shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of LANDLORD herein. Notwithstanding the foregoing provisions of this paragraph, LANDLORD, in the event of a sale of the Leased Space, shall cause to be included in the agreement of sale and purchase a covenant whereby the purchaser of the Leased Space assumes and agrees to carry out all of the covenants and obligations of LANDLORD herein.

The TENANT agrees at any time and from time to time upon not less than ten (10) days prior written request by LANDLORD to execute, acknowledge and deliver to LANDLORD a statement in writing certifying that this Lease is unmodified and in full force and effect as modified and stating the modifications, and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or mortgagee or assignee of any mortgage upon the fee of the Leased Space. In the event that TENANT fails to execute and return the estoppel certificate within such ten (10) day period, the holder of such encumbrance shall be entitled to rely, as against the TENANT, that: (i) this Lease is in full force and effect, without amendment except as specified by the LANDLORD, (ii) TENANT has no offsets against rent nor any defenses to TENANT's performance under this Lease, (iii) TENANT has no right to any offset or defenses to the payment of rent, and (iv) TENANT has not paid any rental under this Lease more than six months in advance.

25. SUCCESSORS AND ASSIGNS:

The terms, covenants and conditions hereof shall be binding upon and inure to the successors and assigns of the parties hereto.

26. REMOVAL OF FIXTURES:

Notwithstanding anything contained in paragraph 8, paragraph 32 or elsewhere in this Lease, if LANDLORD requests then TENANT will promptly remove at the sole cost and expense of TENANT all fixtures, equipment and alterations made by TENANT simultaneously with vacating the Leased Space and TENANT will promptly restore the Leased Space to the condition that existed immediately prior to said fixtures, equipment and alterations having been made all at the sole cost and expense of TENANT.

27. QUIET ENJOYMENT:

LANDLORD warrants that it has full right to execute and to perform this Lease and to grant the estate demised, and that TENANT, upon payment of the rents and other amounts due and the performance of all the terms, conditions, covenants and agreements on TENANT's part to be observed and performed under this Lease, may peaceably and quietly enjoy the Leased Space for the business uses permitted hereunder, subject, nevertheless, to the terms and conditions of this Lease.

28. RECORDING:

TENANT shall not record this Lease without the written consent of LANDLORD. However, upon the request of either party hereto, the other party shall join in the execution of the Memorandum lease for the purposes of recordation. Said Memorandum lease shall describe the parties, the Leased Space and the term of the Lease and shall incorporate this Lease by reference.

29. OVERDUE PAYMENTS:

All monies due under this Lease from TENANT to LANDLORD shall be due on demand, unless otherwise specified and if not paid when due, shall result in the imposition of a service charge for such late payment in the amount of five percent (5%) of the amount due.

30. SURRENDER:

On the Expiration Date or upon the termination hereof upon a day other than the Expiration Date, TENANT shall peaceably surrender the Leased Space broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the Expiration Date or upon termination of this Lease on a day other than the Expiration Date, TENANT shall, at its expense, remove all trade fixtures, personal property and equipment and signs from the Leased Space and any not removed shall be deemed to have been abandoned. Any damage caused in removal of such items shall be repaired by TENANT and at its expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by LANDLORD or TENANT upon the Leased Space and all floor covering so installed shall at the option of LANDLORD remain upon and be surrendered with the Leased Space as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. If the Leased Space is not surrendered on the Expiration Date or the date of termination, TENANT shall indemnify LANDLORD against loss or liability, claims, without limitation, made by any succeeding TENANT founded on such delay. TENANT shall promptly surrender all keys for the Leased Space to LANDLORD at the place then fixed for

payment of rent and shall inform LANDLORD of combinations of any locks and safes on the Leased Space.

31. HOLDING OVER:

In the event of a holding over by TENANT after expiration or termination of this Lease without the consent in writing of LANDLORD, TENANT shall be deemed a TENANT at sufferance and shall pay rent for such occupancy at the rate of twice the lease-current aggregate Base and Additional Rent, prorated for the entire holdover period, plus all attorney's fees and expenses incurred by LANDLORD in enforcing its rights hereunder, plus any other damages occasioned by such holding over. Except as otherwise agreed, any holding over with the written consent of LANDLORD shall constitute TENANT as a month-to-month TENANT.

32. ABANDONMENT:

In the event TENANT shall remove its fixtures, equipment or machinery or shall vacate the Leased Space or any part thereof prior to the Expiration Date of this Lease, or shall discontinue or suspend the operation of its business conducted on the Leased Space for a period of more than thirty (30) consecutive days (except during any time when the Leased Space may be rendered uninhabitable by reason of fire or other casualty), then in any such event TENANT shall be deemed to have abandoned the Leased Space and TENANT shall be in default under the terms of this Lease.

33. CONSENTS BY LANDLORD:

Whenever provision is made under this Lease for TENANT securing the consent or approval by LANDLORD, such consent or approval shall only be in writing.

34. NOTICES:

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by registered or certified return receipt mail to TENANT at County Administrator, Anoka County Government Center, 2100 3rd Avenue, Anoka, MN 55303, and to LANDLORD at the address then fixed for the payment of rent as provided in paragraph 2 of this Lease, and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent or rent to be paid.

35. RULES AND REGULATIONS:

TENANT shall observe and comply with the rules and regulations as LANDLORD may prescribe and as listed on Exhibit D attached hereto, on written notice to TENANT for the safety, care and cleanliness of the Leased Space.

36. INTENT OF PARTIES:

Except as otherwise provided herein, TENANT covenants and agrees that if it shall any time fail to pay any such cost or expenses, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then LANDLORD may, but shall not

be obligated so to do, and without notice to or demand upon TENANT and without waiving or releasing TENANT from any obligations of TENANT in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefore, and may make any other payment or perform any other act on the part of TENANT to be made and performed as in this Lease provided, in such manner and to such extent as LANDLORD may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorney's fees. All sums so paid by LANDLORD and all necessary and incidental costs and expenses in connection with the performance of any such act by LANDLORD, together with interest thereon at the a reasonable rate from the date of making of such expenditure, by LANDLORD, shall be deemed Additional Rent hereunder, and shall be payable to LANDLORD on demand. TENANT covenants to pay any such sum or sums with interest as aforesaid and LANDLORD shall have the same rights and remedies in the event of the non-payment thereof by TENANT as in the case of default by TENANT in the payment of the Base Rent payable under this Lease.

37. GENERAL:

a. **LANDLORD TENANT Relationship.** This Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between LANDLORD and TENANT, the sole relationship between the parties hereto being that of LANDLORD and TENANT.

b. **Effect of Waivers.** No waiver of any default of TENANT hereunder shall be implied from any omission by LANDLORD to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by LANDLORD shall not then be construed as a wavier of a subsequent breach of the same covenant, term or condition. The consent to or approval by LANDLORD of any act by TENANT requiring LANDLORD's consent or approval shall not waive or render necessary LANDLORD's consent to or approval of any subsequent similar act by TENANT. No action required or permitted to be taken by or on behalf of LANDLORD under the terms or provisions of this Lease shall be deemed to constitute an eviction or disturbance of TENANT's possession of the Leased Space. All preliminary negotiations are merged into and incorporated in this Lease. The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Lease.

c. **Entire Agreement.** This Lease and the exhibits, if any, attached hereto and forming a part hereof, constitute the entire agreement between LANDLORD and TENANT affecting the Leased Space and there are no other agreements, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon LANDLORD or TENANT unless reduced to writing and executed in the same form and manner in which this Lease is executed.

d. **Enforceability of Provisions.** If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

38. NO WASTE OR NUISANCE AND COMPLIANCE WITH LAWS:

a. **Leased Space Use.** The Leased Space shall be used by and/or at the sufferance of TENANT only for the purpose set forth in paragraph 12 above and for no other purposes. TENANT shall not use or permit the use of the Leased Space in any manner that will tend to create waste or a nuisance. TENANT, its employees and all persons visiting or doing business with TENANT in the Leased Space shall be bound by and shall observe the reasonable rules and regulations as listed on Exhibit D attached hereto, made by LANDLORD relating to the Leased Space, of which notice in writing shall be given to TENANT, and all such rules and regulations shall be deemed to be incorporated into and form a part of this Lease.

b. **Obey Laws.** TENANT covenants throughout the Lease Term; at TENANT's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules and regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards, and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Leased Space are situated, or any other body now or hereafter created with jurisdiction over the Leased Space, and whether or not the same require structural repairs or alterations, which may be applicable to the Leased Space, or the use or manner of use of the Leased Space. TENANT will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the buildings and improvements on the Leased Space and the equipment thereof.

39. HAZARDOUS MATERIAL:

In the event any Hazardous material (hereinafter defined) is brought or caused to be brought into or onto the Leased Space by TENANT, TENANT shall handle any such material in compliance with all applicable federal, state and/or local regulations. For purposes of this paragraph, "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, and so-called "Superfund" or "Super lien" law, or any federal, state or local statute, law, ordinance, code, rule, regulation, order decree regulation, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect. TENANT shall submit to LANDLORD on an annual basis copies of its approved hazardous materials communication plan, OSHA monitoring plan, and permits required by the Resource Recovery and Conservation Act of 1976, if TENANT is required to prepare, file or obtain any such plans or permits. TENANT will indemnify and hold harmless LANDLORD from any losses, liabilities, damages, costs or expenses (including reasonable attorney's fees) which LANDLORD may suffer or incur as a result of TENANT's introduction into or onto the Leased Space, of any Hazardous Material. This paragraph shall survive the expiration or sooner termination of this Lease.

40. CAPTIONS:

The captions are inserted only as a mater of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent or any provision thereof.

41. ATTACHMENTS:

See the Exhibits attached hereto and made a part hereof.

Exhibit	Description
Exhibit A	Graphic Depiction of Leased Space
Exhibit B	Annual Rent Schedule
Exhibit C	CPI Index Formula
Exhibit D	Leased Space Rules and Regulations
Exhibit E	Herman-Miller Furniture

42. SUBMISSION:

Submission of this instrument to TENANT or proposed TENANT or its agents or attorneys for examination, review, consideration or signature does not constitute or imply an offer to lease, reservation of space, or option to lease, and this instrument shall have no binding legal effect until execution hereof by both LANDLORD/Owner and TENANT or its agents.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused these presents to be executed in form and manner sufficient to bind them at law, as of the day and year first above written.

LANDLORD:

CITY OF RAMSEY, a Minnesota Municipal Corporation

By: _____
Bob Ramsey, Mayor

Dated: _____

By: _____
Kurtis G. Ulrich, City Administrator

Dated: 3/9/10

TENANT:

COUNTY OF ANOKA

By: _____
Dennis D. Berg, Chair
County Board of Commissioners

Dated: 3-8-2010

By: _____
Terry L. Johnson
County Administrator

Dated: 3-8-2010

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: 3/5/10

EXHIBIT A
GRAPHIC DEPICTION OF LEASED SPACE

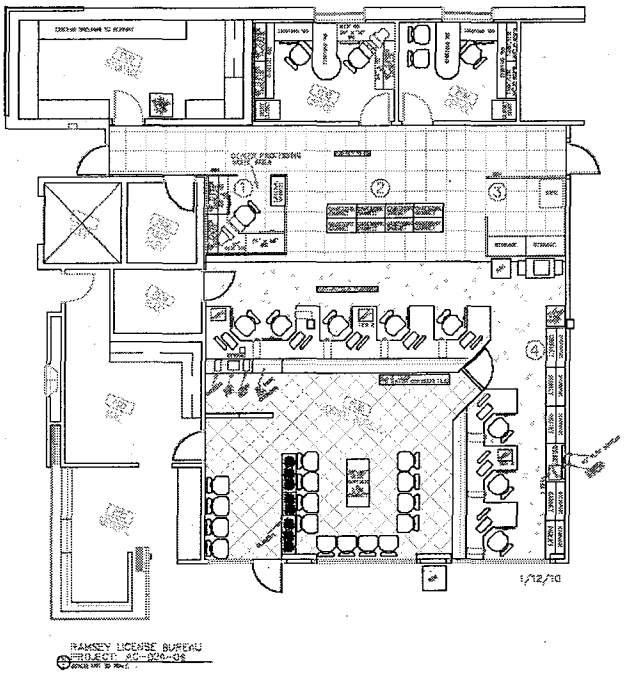


EXHIBIT B
ANNUAL RENT SCHEDULE

Term	Office Space Monthly Rent	CAM Space Monthly Rent	Total Rent Monthly Rent
July 1, 2010 – June 30, 2011	$2,383.00	$1,155.00	$3,538.00
July 1, 2011 – June 30, 2012	$2,430.66[1]	[2]$	[3]$
July 1, 2012 – June 30, 2013	$2,479.27		
July 1, 2013 – June 30, 2014	$2,528.86		
July 1, 2014 – June 30, 2015	$2,579.44		
Option Term 1			
July 1, 2015 – June 30, 2016	$2,631.02		
July 1, 2016 – June 30, 2017	$2,683.65		
July 1, 2017 – June 30, 2018	$2,737.32		
July 1, 2018 – June 30, 2019	$2,792.06		
July 1, 2019 – June 30, 2020	$2,847.91		
Option Term 2			
July 1, 2020 – June 30, 2021	$2,904.86		
July 1, 2021 – June 30, 2022	$2,962.96		
July 1, 2022 – June 30, 2023	$3,022.22		
July 1, 2023 – June 30, 2024	$3,082.66		
July 1, 2024 – June 30, 2025	$3,144.32		
Option Term 3			
July 1, 2025 – June 30, 2026	$3,207.20		
July 1, 2026 – June 30, 2027	$3,271.35		
July 1, 2027 – June 30, 2028	$3,336.78		
July 1, 2028 – June 30, 2029	$3,403.51		
July 1, 2029 – June 30, 2030	$3,471.58		

[1] Office Space rent increases at a rate of 2% annually.
[2] CAM space rent adjusts up or down annually based on LANDLORD's actual Operating Expenses for previous one year term during the Initial Term and thereafter increased annually pursuant to the CPI index as described on attached Exhibit C.
[3] Total monthly rent will be adjusted up or down based on Note 2.

EXHIBIT C

CPI INDEX FORMULA

The annual CAM rental rate for the first year following the Initial Term and each succeeding year of all Option Terms shall be increased to the annual CAM rental determined thereof by a formula as follows:

CAM Rent = (CAM Rent)+((IR-IL)/IL X CAM Rent)

Definitions: IR is the Consumer Price Index for the month which is three (3) months immediately preceding the month in which the second year and each succeeding year commence.

IL is the Consumer Price Index for the month which is three 3 months immediately preceding the month in which the Option Term commenced.

"Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for All Items (CPI-W) - U.S. City average or shall mean the successor thereto. In the event the Consumer Price Index is converted to a different standard reference base or otherwise revised, the determination of the rent for the second year and each succeeding year shall be made with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by the Bureau of Labor Statistics, or if the Bureau should fail to publish the same, then with the use of such conversion factor, formula or table for converting the Consumer Price Index as may be published by Prentice Hall, Inc., or any other nationally recognized publisher or similar statistical information. If the Consumer Price Index ceases to be published and there is no successor thereto, such other index as LESSOR and TENANT may agree upon shall be substituted for the Consumer Price Index, and if they are unable to agree, then such matter shall be submitted to arbitration in accordance with the then existing commercial rules of arbitration of the American Arbitration Association at the American Arbitration Association office nearest the LANDLORD.

EXHIBIT D
TO LEASE AGREEMENT
DATED _____, 2010

LEASED SPACE RULES AND REGULATIONS

1. Any sign, lettering, picture, notice or advertisement installed on or in any part of the Leased Space and visible from the exterior of the Leased Space, shall be installed at TENANT's sole cost and expense, and in such manner, character and style as LANDLORD may approve in writing. Anything herein to the contrary notwithstanding, approval as to signs shall be subject to LANDLORD's approval which may be withheld in LANDLORD's sole discretion. In the event of a violation of the foregoing by TENANT, LANDLORD may remove the same without any liability and may charge the expense incurred by such removal to TENANT.

2. TENANT assumes full responsibility for protecting the Leased Space from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Space closed and secured after normal business hours.

3. TENANT shall comply with all applicable federal, state and municipal laws, ordinances and regulations, and building rules and shall not directly or indirectly make any use of the Leased Space which may be prohibited by any of the foregoing or which may be dangerous to persons or Leased Space or may increase the cost of insurance or require additional insurance coverage.

4. The Leased Space shall not be used for cooking (as opposed to heating of food), lodging, sleeping or for any immoral or illegal purpose.

5. Unless expressly permitted by LANDLORD, no additional locks or similar devices shall be attached to any door or window and no keys other than those provided by LANDLORD shall be made for any door. If more than two keys for one lock are desired by TENANT, LANDLORD may provide the same upon payment by TENANT. Upon termination of this Lease or of TENANT's possession, TENANT shall surrender all keys of the Leased Space and shall explain to LANDLORD all combination locks on safes, cabinets and vaults.

6. The restrooms, drinking fountains and other plumbing fixtures shall not be used for any purpose other than for which they are constructed, and no sweepings, rubbish, rags, coffee grounds or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by TENANT who, or whose employees, agents have caused same. No person shall waste water by interfering or tampering with the faucets or otherwise.

7. TENANT shall be responsible for any damage to the building or the Leased Space caused by its employees or others and injuries sustained by any person whomsoever resulting from the use or moving of such articles in or out of the Leased Space, and shall make all repairs and improvements required by LANDLORD in connection with the use or moving of such articles.

8. Wherever in these Leased Space Rules and Regulations the word "TENANT" occurs, it is understood and agreed that it shall mean TENANT's employees, agents, clerks.

Wherever the word "LANDLORD" occurs, it is understood and agreed that it shall mean LANDLORD's employees, agents, clerks, and visitors.

9. LANDLORD shall have the right to enter upon the Leased Space at all reasonable hours for the purpose of inspecting the same.

10. LANDLORD shall have the right to enter the Leased Space at hours convenient to TENANT for the purpose of exhibiting the same to prospective TENANTs.

11. This section intentionally left blank.

12. Alterations of any nature to the Leased Space by TENANT costing in excess of $3000.00 shall require written approval of LANDLORD. Such approval shall be at the sole discretion of LANDLORD. In the event of a violation of the foregoing by TENANT, LANDLORD may remove the same without any liability and may charge the expense incurred by such removal to TENANT.

13. TENANT and TENANT's employees, and agents shall observe faithfully and comply strictly with the foregoing rules and regulations and such other and further appropriate rules and regulations as LANDLORD or LANDLORD's agent may from time to time adopt which do include the attached three pages City of Ramsey FACILITY USE POLICY. Reasonable notice of any additional rules and regulations shall be given in such manner as LANDLORD may reasonably elect.

14. LANDLORD reserves the right at any time to rescind, alter or waive, in whole or in part, any of these Rules and Regulations when deemed necessary, desirable, or proper, in LANDLORD's judgment, for its best interest. TENANT reserves the right to refuse compliance with any subsequent additional rules and regulations added to those agreed to at the time of signing the Lease.

15. To the extent these rules are in conflict with the terms of the Lease, the terms of the Lease shall rule and govern.

CITY OF RAMSEY
FACILITY USE POLICY

GENERAL FACILITY USE RULES:

The Ramsey Municipal Center is a state-of-the-art facility designed to reflect the latest architectural construction, mechanical designs and systems, and technology, at the same time, present a safe and pleasant work environment. The facility is intended to provide a professional work place from which staff can deliver effective and efficient public services to the community.

To maintain a clean, efficient and professional atmosphere within the Ramsey Municipal Center, the following general facility use rules are in place.

A. Smoking

1. Consistent with the Minnesota Clean Indoor Air Act and City of Ramsey Administrative Policy, smoking is not permitted on the Ramsey Municipal Center Campus, including the Municipal Parking Facility.

B. Food and Beverages

1. As a general rule, food and beverages are to be consumed whenever possible and practical in the break rooms and Alexander Ramsey Room.

2. Employees may consume drinks and snack food items in their designated work areas so long as it does not interfere or conflict with their job responsibilities. Appropriate care must be exercised to ensure that food and beverages brought to the employee's workspace are not spilled, causing damage to equipment or work product.

3. Employees eating meals in the facility are to do so in the break room unless their current work assignment or responsibilities require them to eat in a workspace area or there is a special circumstance.

4. All employees are required to clean up the break room areas following a meal, work break or consuming snacks and/or drinks. This includes:

   a. Dirty dishes, eating utensils, pots, pans, cooking utensils, glasses, cups, etc. are to be washed and put away after the meal. If the dishwasher is full and needs to be washed, employees should take care to run the wash cycle. If the dishwasher is full of clean dishes employees should take care to unload and put away the dishes.

   b. Employees using the stove, oven or microwave oven are to clean any spills or spray caused by the cooking of their food. Food being

cooked should be appropriately covered to prevent or minimize spilling and spraying.

5. Food may be cooked for employee consumption only in the break room.

6. Employees may store food and drinks in the refrigerators and freezers provided in the facility. All food and drinks are to be visibly marked on the container with the owner's identity and date.

   a. Food and drinks subject to spoiling must be marked with the date they were placed in the refrigerator or freezer.

   b. Obviously spoiled or contaminated food or drink will be thrown out. Food either unmarked with a date or past that date will be thrown out.

   c. Periodic cleaning of refrigerators will be scheduled. Staff will be notified to remove their personal items from the refrigerators in advance of scheduled cleanings.

C. Paging System—The internal voice paging system, which is part of the phone system, is to be used in a business-like and professional manner at all times and is for departmental or work-related purposes only.

D. Posting of Visual Material—The posting of notices, articles, photographs, cartoons, caricatures, and humor-based materials not specifically related to bona fide and official organizations/issues, departmental matters, City of Ramsey matters or union business are prohibited unless specifically approved by the City Administrator. Postings will be placed on bulletin boards only and will have the posting employees name and date. No name on the posting will result in it being removed and discarded.

E. Facility Cleaning and Maintenance

1. A professional cleaning service on a contractual basis will be used for regular cleaning and interior maintenance. With few exceptions, <u>all work areas will be unlocked</u> so contract cleaning may be performed as scheduled. All cleaning and maintenance personnel must submit a criminal background check. Contract cleaning personnel are bonded and insured by the contracting firm.

2. Personnel finding maintenance or repair issues regarding the facility or its component equipment and systems are to report it to the Assistant City Administrator. If the issue is of an emergency nature, it should be immediately reported to the Building Maintenance Supervisor.

F. Aesthetics and Office Furnishings

1. It is the intent of the City of Ramsey to provide comfortable, efficient, and professional workspaces for all employees. It must be understood, though, that the Ramsey Municipal Center is a public building and accessible by citizens and others from outside of the City Staff.

    a. Minimal decorations, pictures, art, accessories and items of a personal nature may be placed in individual offices and work areas so long as they are not offensive to basic community standards and provide a positive work environment that would also be accepted by the mainstream of public visitors.

    b. Employees working in work areas located in the front of the office or reception areas should take additional care to maintain a clean desk condition, free of personal items, storage paper piles, files, food items, etc. This is to ensure a neat, professional appearance in these front office areas.

    c. Prior to decorating their individual offices or workspaces, employees must get prior approval of the items from their supervisor.

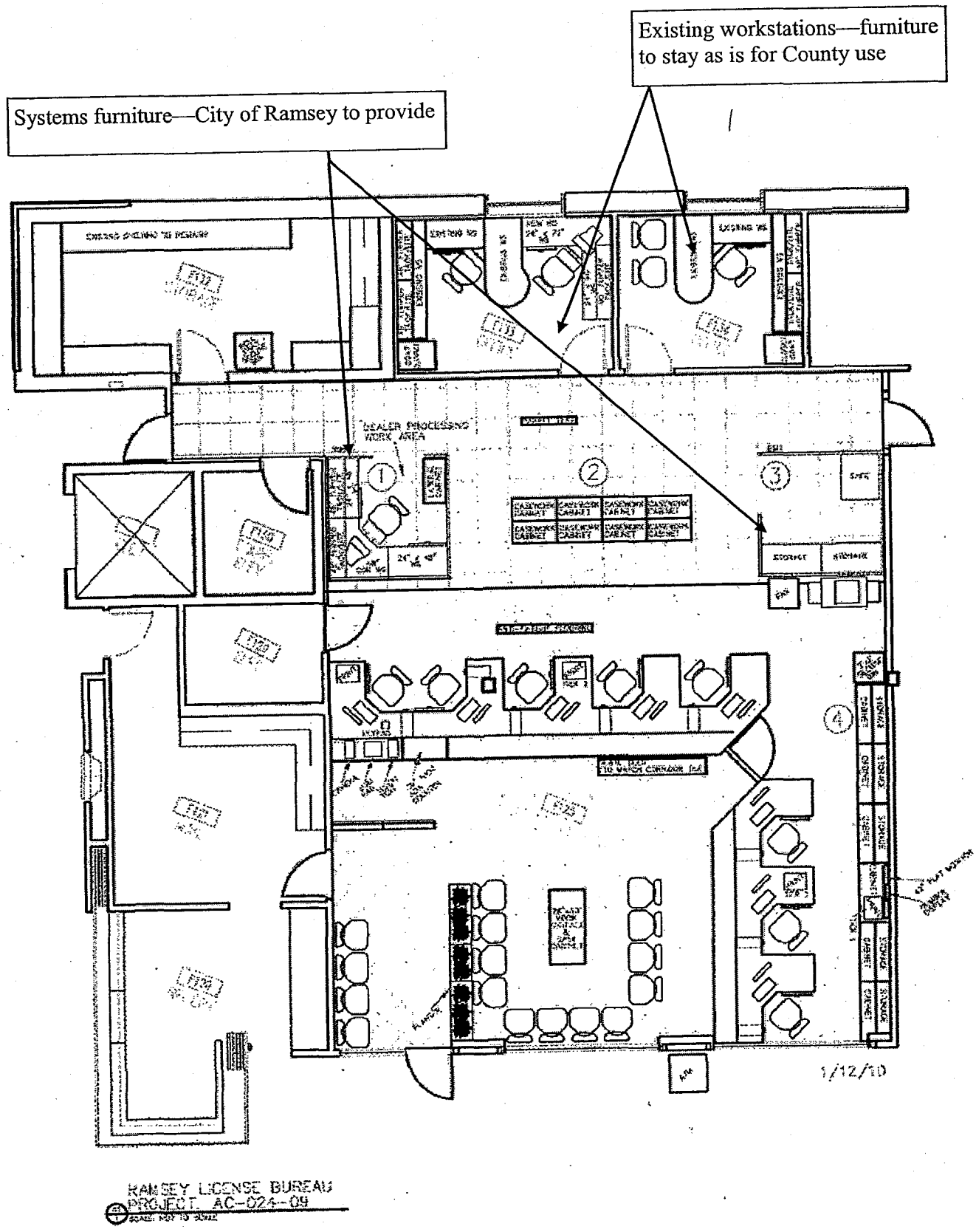
2. Decorations or accessories requiring mounting or drilling into walls, work surfaces, partitions, etc. must be completed by City maintenance staff unless otherwise approved by the supervisor designated responsible for the area. Tape, tacks, pins, or like materials should never be used on any wall surfaces.

3. Personally owned coffee makers, refrigerators, microwave ovens, heaters, televisions, furniture and exercise equipment are prohibited from the facility unless otherwise approved by the City Administrator. Radios and personal listening devices may be used so long as the volume does not disturb the work of surrounding employees or the content is not found to be offensive for a public facility.

G. Expectation of Privacy—The Ramsey Municipal Center is a public building and the property of the City of Ramsey. The offices, work spaces, lockers, vehicles, computers, telephones and electronic systems are provided to employees for their use in their respective work capacities and in that capacity alone, and no expectation of privacy is extended or implied.

H. It is the intent of this policy to keep the Ramsey Municipal Center in a clean and welcoming environment and violation may cause deterioration of the property and may be subject to disciplinary action.

Exhibit E



RAMSEY LICENSE BUREAU
PROJECT AC-024-09

Anoka County
PARKS & COMMUNITY SERVICES DIVISION
Integrated Waste Management
& License Bureau Services

Brad Fields
Director
763-323-5690

March 10, 2015

Kurt Ulrich
City Administrator
City of Ramsey
7550 Sunwood Dr. NW.
Ramsey, MN 55303

SUBJECT: County Lease for License Bureau - Option to Extend Lease

Dear Mr. Ulrich:

As you are aware, the County leases part of the Ramsey Municipal Center for its license bureau. The initial five-year term of the lease is set to expire this year. Paragraph 1 b. of the lease provides that the County has an option to extend the lease for an additional five-year term upon written notice to the City.

This letter is sent for the purpose of notifying the City that the County is exercising its option to extend the lease for an additional five-year term. Please sign where indicated below, acknowledging receipt of this letter and the County's right to exercise its option. Please obtain the appropriate signature and return this letter to my attention.

If you have any questions please feel free to call.

Very truly yours,

Brad Fields, Director
License Bureau Services

BF/DK:jcs

Acknowledgment of Receipt of Letter

The undersigned hereby acknowledges receipt of the foregoing letter and, notwithstanding any other provision in the lease to the contrary, notice of the County's right to exercise its option to extend the term of the lease for an additional five years.

City of Ramsey

By: _____

Title: _____

Dated: _____

CC Regular Session **4. 4.**

Meeting Date: 03/24/2015

By: Jackie Lipski, Finance

Information

Title

Adopt Resolution #15-03-076 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 5, 2015 through March 18,2015

Action:

Motion to Adopt Resolution #15-03-076 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of March 5, 2015 through March 18,2015.

Attachments

Bills List 3/24/2015

Resolution 3/24/2015

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	03/18/2015 01:36 PM
Kurt Ulrich	Kurt Ulrich	03/18/2015 05:38 PM
Form Started By: Jackie Lipski		Started On: 03/18/2015 01:19 PM
Final Approval Date: 03/18/2015		

CITY OF RAMSEY - FINANCE OFFICE Printed 3/18/2015

RAMSEY CITY COUNCIL MEETING

3/24/2015

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 3/5/15-3/18/15	199,603.60
Accounts Payable 3/5/15-3/18/15	298,732.33
Payroll 3/13/2015	122,005.41
Pay Estimate- Project	262,019.96

TOTAL SUBMITTED FOR APPROVAL THIS MEETING **$ 882,361.30**

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:	APPROVED PREV. MTG	2015 Y.T.D.
NET PAYROLL TOTAL	$ 140,649.64	$ 690,536.62
- CORRECTION TO PAYROLL		
PREPAIDS	245,947.06	986,152.96
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE		458,616.25
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	151,510.96	985,239.92
ADD (DELETE) BILLS LIST SUBMITTED		
PAY ESTIMATE(S)		
- CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	**$ 538,107.66**	**$ 3,120,545.75**

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
96500	**3/10/2015**		**100012 ACE SOLID WASTE INC**						
		97.08	MARCH 2015 BILLING		75738	618455	0311.6374		REFUSE/RECYCLING
		31.27	MARCH 2015 BILLING		75738	618455	0220.6374		REFUSE/RECYCLING
		100.95	MARCH 2015 BILLING		75738	618455	0452.6374		REFUSE/RECYCLING
		169.41	MARCH 2015 BILLING		75738	618455	0194.6374		REFUSE/RECYCLING
		32.36	MARCH 2015 BILLING		75738	618455	9601.6374		REFUSE/RECYCLING
		32.36	MARCH 2015 BILLING		75738	618455	9602.6374		REFUSE/RECYCLING
		32.36	MARCH 2015 BILLING		75738	618455	9605.6374		REFUSE/RECYCLING
		24,555.80	MARCH 15 CONTRACT RECYCLE		75739	618438	9604.6489		OTHER CONTRACTED SE
		25,051.59							
96501	**3/10/2015**		**113692 ALL AMERICAN TITLE CO**						
		525.88	REFUND UB 14671 HELIUM ST NW		75742	030915	9601.4651		WATER REVENUE
		525.88							
96502	**3/10/2015**		**114614 ALTHOUSE, BRUCE AND SHAWNA**						
		81.46	REFUND UB 7112 148TH LANE NW		75741	030915	9601.4651		WATER REVENUE
		81.46							
96503	**3/10/2015**		**114613 ANDERSON, BRUCE**						
		111.96	REFUND UB 15141 IGUANA ST		75740	030915	9601.4651		WATER REVENUE
		111.96							
96504	**3/10/2015**		**114612 BRUMMER REALTY**						
		127.41	REFUND UB 5508 153 RD CT NW		75743	030915	9601.4651		WATER REVENUE
		127.41							
96505	**3/10/2015**		**114609 CLEAR TITLE LLC**						
		790.27	REFUND UB 14181 MAGNESIUM ST		75744	030915	9601.4651		WATER REVENUE
		790.27							
96506	**3/10/2015**		**100116 CONNEXUS ENERGY**						
		85.00	SIRENS		75745	759126-303095 FEB 15	0250.6371		ELECTRIC UTILITIES
		6,121.19	WELLS/LIFT STAT/WTR TWR		75746	759126-303102 FEB 15	9601.6371		ELECTRIC UTILITIES
		648.65	WELLS/LIFT STAT/WTR TWR		75746	759126-303102 FEB 15	9602.6371		ELECTRIC UTILITIES
		6,854.84							
96507	**3/10/2015**		**114610 DOPP, CORINNE**						
		325.82	REFUND UB 15421 RADIUM ST NW		75747	030915	9601.4651		WATER REVENUE
		325.82							
96508	**3/10/2015**		**114049 EAGLE CREEK TITLE LLC**						
		181.27	REFUND UB 5800 158TH LANE NW		75748	030915	9601.4651		WATER REVENUE
		181.27							
96509	**3/10/2015**		**114611 ECOVA**						
		194.87	REFUND UB 5640 149TH LN NW		75749	030915	9601.4651		WATER REVENUE
		194.87							
96510	**3/10/2015**		**114608 EDINA REALTY**						
		68.89	REFUND UB 14140 DYSPROSIUM ST		75750	030915	9601.4651		WATER REVENUE
		68.89							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
96511	3/10/2015		100870 EDINA REALTY TITLE						Continued.
		39.79	REFUND UB 8309 156TH LN NW		75751	030915	9601.4651		WATER REVENUE
		5.44	REFUND UB 15137 YAKIMA ST		75752	030915A	9601.4651		WATER REVENUE
		7.83	REFUND UB 7216 147TH TER NW		75753	030915B	9601.4651		WATER REVENUE
		53.06							
96512	3/10/2015		112953 G B HOMES						
		175.32	REFUND UB 5592 154TH LN NW		75754	030915	9601.4651		WATER REVENUE
		175.32							
96513	3/10/2015		112746 GLOBAL CLOSING & TITLE SERVICES						
		214.22	REFUND UB 14235 TUNGSTEN ST		75755	030915	9601.4651		WATER REVENUE
		214.22							
96514	3/10/2015		113561 HOME TITLE INC						
		221.27	REFUND UB 14214 WACO ST NW		75756	030915	9601.4651		WATER REVENUE
		221.27							
96515	3/10/2015		114615 LANASA, PETE						
		18.15	REFUND UB 14401 IODINE ST #15		75757	030915	9601.4651		WATER REVENUE
		18.15							
96516	3/10/2015		113464 LAND TITLE ESCROW ACCOUNT						
		828.17	REFUND UB 6511 BUNKER LK BLVD		75758	030915	9601.4651		WATER REVENUE
		828.17							
96517	3/10/2015		111865 LIBERTY TITLE INC						
		275.97	REFUND UB 5582 153RD CT NW		75759	030915	9601.4651		WATER REVENUE
		5.00	REFUND UB 9151 INVERNESS CIR		75760	030915A	9601.4651		WATER REVENUE
		280.97							
96518	3/10/2015		100351 NCPERS MINNESOTA						
		320.00	MAR 15 LIFE INS		75761	022015	9101.2170		DENTAL/DISABILITY/LIFE
		320.00							
96519	3/10/2015		111864 PREMIER TITLE						
		358.31	REUND UB 15500 YAKIMA CT NW		75762	030915	9601.4651		WATER REVENUE
		358.31							
96520	3/10/2015		113693 REALTY GROUP INC						
		79.65	REFUND UB 14663 QUICKSILVER		75763	030915	9601.4651		WATER REVENUE
		79.65							
96521	3/10/2015		114607 STEWART TITLE OF MINNESOTA						
		338.10	REFUND UB 14831 KAMACITE ST NW		75765	030915	9601.4651		WATER REVENUE
		338.10							
96522	3/10/2015		114595 SUPREME LENDING						
		70.00	REIMBURSE BUS EXPO FEE		75764	030215	9230.2201		DEPOSITS PAYABLE
		70.00							
96523	3/10/2015		105706 TINKLENBERG GROUP INC						
		7,500.00	RET AGREE 2 OF 4 MAR-APR 15		75766	1940	9400.6315		MISCELLANEOUS PROFE
		7,500.00							
96524	3/10/2015		112464 TITLE SMART INC						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
96524	3/10/2015		112464 TITLE SMART INC						Continued.
		26.00	REFUND UB 8306 155TH LANE		75768	030915	9601.4651		WATER REVENUE
		26.00							
96525	3/10/2015		114606 TITLE SMART INC						
		28.32	REFUND UB 14730 COBALT ST		75767	030915	9601.4651		WATER REVENUE
		28.32							
96526	3/10/2015		114605 WELLS FARGO MORTGAGE						
		42.68	REUND UB 7084 139TH AVE		75769	030915	9601.4651		WATER REVENUE
		42.68							
96527	3/10/2015		111690 WEST TITLE LLC						
		214.98	REFUND UB 7763 148TH LANE NW		75770	030915	9601.4651		WATER REVENUE
		214.98							
96528	3/10/2015		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						
		24.95	7550 SUNWOOD DR NW		75771	150-1681-6340 FEB 15	0194.6489		OTHER CONTRACTED SE
		24.95	7650 SUNWOOD DR NW		75772	150-1681-4280 FEB 15	9240.6315		MISCELLANEOUS PROFE
		27.95	6701 HWY 10 YOUTH FIRST		75773	150-1687-1105 FEB 15	9410.6315	00041012	MISCELLANEOUS PROFE
		77.85							
96588	3/12/2015		100012 ACE SOLID WASTE INC						
		27.19	TRASH- FD		75787	618453	0220.6374		REFUSE/RECYCLING
		27.19							
96589	3/12/2015		110734 CITY OF RAMSEY						
		148.00	723160		75788	031215	9601.4651		WATER REVENUE
		200.00	686958461		75788	031215	9601.4651		WATER REVENUE
		200.00	721979		75788	031215	9601.4651		WATER REVENUE
		22.56	487042843		75788	031215	9601.4651		WATER REVENUE
		570.56							
96590	3/12/2015		114406 SPOK INC						
		450.42	MARCH 2015 BILLING		75789	Y0317755C	0220.6249		MISCELLANEOUS OPERA
		450.42							
96591	3/12/2015		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						
		27.95	7550 SUNWOOD DR PD		75790	150-1682-6501 FEB 15	0211.6489		OTHER CONTRACTED SE
		27.95							
96592	3/17/2015		100063 ASPEN MILLS						
		299.25	T. WIEMANN MISC		75838	161202	0220.6231		UNIFORMS & TURN-OUT
		123.68	C. SCHIFERLI MISC		75839	161201	0220.6231		UNIFORMS & TURN-OUT
		10.00	A. SCHRAG MISC		75840	161200	0220.6231		UNIFORMS & TURN-OUT
		432.93							
96593	3/17/2015		106564 BLUE CROSS BLUE SHIELD						
		37,139.63	MAR 2015 MEDICAL INS		75852	031115	9101.2176		LIFE/HEALTH-EMPLOYEE
		37,139.63							
96594	3/17/2015		100404 CENTURYLINK						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
96594	3/17/2015		100404 CENTURYLINK						Continued.
		65.35	FEB 2015 SERVICE		75841	763 422-1452 795 FEB 15	0452.6321		TELEPHONE
		65.35							
96595	3/17/2015		100170 EMERGENCY MEDICAL PRODUCTS INC						
		313.43	MISC FD SUPPLIES		75842	1716337	0220.6239		FIRST AID SUPPLIES
		313.43							
96596	3/17/2015		113991 EMERGENCY RESPONSE SOLUTIONS						
		114.47	STOP/SLOW SIGNS FD		75843	3571	0220.6249		MISCELLANEOUS OPERA
		114.47							
96597	3/17/2015		100186 FRANKENSIGNS INC						
		140.00	MISC NAME SIGNS CITY HALL		75844	264110	0194.6249		MISCELLANEOUS OPERA
		140.00							
96598	3/17/2015		113996 MADISON NATIONAL LIFE INSURANCE CO INC						
		1,034.89	LTD INS MARCH 2015		75855	1161579	9101.2170		DENTAL/DISABILITY/LIFE
		1,034.89							
96599	3/17/2015		110469 MN STATE PATROL						
		20.00	DOT INSPECTION STICKERS 10		75857	031715	0311.6249		MISCELLANEOUS OPERA
		20.00							
96600	3/17/2015		113946 MUNICIPAL EMERGENCY SERVICES INC						
		75.42	MISC STRAPS		75845	00603954	0220.6249		MISCELLANEOUS OPERA
		75.42							
96601	3/17/2015		103461 NORTHERN TECHNOLOGIES INC						
		415.00	STREET REHAB JUNE/AUG 2014		75846	12382	0311.6488		STREET MAINTENANCE (
		415.00							
96602	3/17/2015		100678 PETTY CASH						
		18.97	CUTLERY/CUPS SUPPLIES		75847	031315	0211.6208		MISCELLANEOUS OFFICI
		22.00	TABS 364 AND 365		75847	031315	0211.6249		MISCELLANEOUS OPERA
		15.00	REIMBURSE PETTY CASH DRAWER		75847	031315	9601.6335		TRAINING
		55.97							
96603	3/17/2015		112959 PREMIUM WATERS INC						
		24.99	FD WATER		75848	621331-02-15	0220.6489		OTHER CONTRACTED SE
		35.99	FD WATER		75849	621332-02-15	0220.6489		OTHER CONTRACTED SE
		60.98							
96604	3/17/2015		112474 RAMSEY RETAIL RENTAL INC						
		350.00	DEP EDA BIZ EXPO 2015		75850	031315	9230.6249	00923001	MISCELLANEOUS OPERA
		350.00							
96605	3/17/2015		114151 TASC (FEES)						
		154.80	PROCESSING/FEES FEB 2015		75853	IN506337	9101.2176		LIFE/HEALTH-EMPLOYEE
		225.20	PROCESSING/FEES FEB 2015		75853	IN506337	0130.6315		MISCELLANEOUS PROFE
		154.80	PROCESSING/FEES JAN 2015		75854	IN496994	9101.2176		LIFE/HEALTH-EMPLOYEE
		225.20	PROCESSING/FEES JAN 2015		75854	IN496994	0130.6315		MISCELLANEOUS PROFE
		760.00							
96606	3/17/2015		112318 WINTER EQUIPMENT COMPANY						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
96606	3/17/2015		112318 WINTER EQUIPMENT COMPANY						Continued.
		5,528.58	RAZOR/ROAD MAXX SYSTEMS		75851	INV25189	0312.6257		OTHER VEHICLE PARTS
		5,528.58							
90323128	3/13/2015		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		15,007.03			75784	0312151134557	9101.2174		PERA-EMPLOYEE
		19,979.26			75785	0312151134558	9101.2183		PERA-EMPLOYER
		34,986.29							
93850157	3/13/2015		100113 BANK OF THE WEST						
		20,400.68			75774	0312151134551	9101.2171		FEDERAL WITHHOLDING
		9,707.72			75779	0312151134552	9101.2173		FICA & MEDICARE-EMPL(
		9,707.72			75780	0312151134553	9101.2182		FICA & MEDICARE-EMPL(
		39,816.12							
99022815	3/17/2015		100219 HOME DEPOT COMMERCIAL ACCT PROGRAM						
		51.63	FEB 2015 PURCHASES		75837	022815	0452.6249		MISCELLANEOUS OPERA
		51.63							
99031215	3/12/2015		108768 COMDATA NETWORK INC						
		252.25	OTHER MISCELLANEOUS TRANS , BR		75858	FEB15 COMDATA PCARD	0194.6382		MACHINERY & EQUIPMEI
		68.12	OTHER MISCELLANEOUS TRANS , BR		75858	FEB15 COMDATA PCARD	0194.6415		OTHER EQUIPMENT REN
		29.69	D2 LS , BRAY		75858	FEB15 COMDATA PCARD	0194.6225		DIESEL FUEL
		91.79	OTHER MISCELLANEOUS TRANS , BR		75858	FEB15 COMDATA PCARD	0194.6249		MISCELLANEOUS OPERA
		59.46	OTHER MISCELLANEOUS TRANS , BR		75858	FEB15 COMDATA PCARD	0111.6249		MISCELLANEOUS OPERA
		595.00	OTHER MISCELLANEOUS TRANS , FR		75858	FEB15 COMDATA PCARD	0211.6335		TRAINING
		28.44	OTHER MISCELLANEOUS TRANS , FR		75858	FEB15 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		395.00	OTHER MISCELLANEOUS TRANS , FR		75858	FEB15 COMDATA PCARD	0211.6335		TRAINING
		29.99	OTHER MISCELLANEOUS TRANS , FR		75858	FEB15 COMDATA PCARD	0211.6208		MISCELLANEOUS OFFICI
		418.00	OTHER MISCELLANEOUS TRANS , FR		75858	FEB15 COMDATA PCARD	0211.6335		TRAINING
		72.85	OTHER MISCELLANEOUS TRANS , FR		75858	FEB15 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		24.91	OTHER MISCELLANEOUS TRANS , FR		75858	FEB15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		99.00	OTHER MISCELLANEOUS TRANS , FR		75858	FEB15 COMDATA PCARD	0192.6405		OFFICE & DATA PROCES:
		204.00	SUBSCRIPTION RENEWAL , FREDRIC		75858	FEB15 COMDATA PCARD	0192.6405		OFFICE & DATA PROCES:
		209.99	PRT HP LASERJET PRO 400 M401		75858	FEB15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		3.99	FREIGHT CHARGES , FREDRICKSON		75858	FEB15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		22.99	HUB TSND TS-HUB3K R , FREDRI		75858	FEB15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		64.99	PRT CANON 6987B002 R , FRED		75858	FEB15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99031215	3/12/2015		108768 COMDATA NETWORK INC						Continued.
		1.99	FREIGHT CHARGES , FREDRICKSON		75858	FEB15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		79.95	CH INTER CA-101 R , FREDRICKSO		75858	FEB15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		29.00	OTHER MISCELLANEOUS TRANS , GL		75858	FEB15 COMDATA PCARD	0191.6452		SUBSCRIPTIONS
		316.02	OTHER MISCELLANEOUS TRANS , GL		75858	FEB15 COMDATA PCARD	0191.6249		MISCELLANEOUS OPERA
		48.00	OTHER MISCELLANEOUS TRANS , GL		75858	FEB15 COMDATA PCARD	0191.6335		TRAINING
		149.00	OTHER MISCELLANEOUS TRANS , GL		75858	FEB15 COMDATA PCARD	0191.6335		TRAINING
		136.32	OTHER MISCELLANEOUS TRANS , KA		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		45.00	OTHER MISCELLANEOUS TRANS , KA		75858	FEB15 COMDATA PCARD	0220.6335		TRAINING
		37.38	OTHER MISCELLANEOUS TRANS , KA		75858	FEB15 COMDATA PCARD	0220.6257		OTHER VEHICLE PARTS
		392.80	OTHER MISCELLANEOUS TRANS , KA		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		11.00	NC AC VOLT , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		11.00	NC AC VOLT , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		11.00	NC AC VOLT , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		2.97	PROP GAS , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		17.97	36" PRYBAR , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		17.97	36" PRYBAR , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		24.96	20' STRAP , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		24.96	20' STRAP , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		31.97	9"LNMNSPLIER , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		15.97	35'PWLK , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		24.97	TORCH KIT , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		13.39	SALES TAX , KAPLER		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		49.98	VIDEOSECU TV WALL MOUNT FOR MO		75858	FEB15 COMDATA PCARD	0211.6275		OTHER EQUIPMENT PAR
		23.30	OTHER MISCELLANEOUS TRANS , KA		75858	FEB15 COMDATA PCARD	0211.6275		OTHER EQUIPMENT PAR
		320.02	OTHER MISCELLANEOUS TRANS , KA		75858	FEB15 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERA
		200.00	OTHER MISCELLANEOUS TRANS , LA		75858	FEB15 COMDATA PCARD	0130.6451		MEMBERSHIP DUES
		348.16	OTHER MISCELLANEOUS TRANS , LA		75858	FEB15 COMDATA PCARD	0111.6315		MISCELLANEOUS PROFE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99031215	3/12/2015		108768 COMDATA NETWORK INC						Continued.
		60.00	OTHER MISCELLANEOUS TRANS , LU		75858	FEB15 COMDATA PCARD	0153.6451		MEMBERSHIP DUES
		60.00	OTHER MISCELLANEOUS TRANS , LU		75858	FEB15 COMDATA PCARD	0153.6451		MEMBERSHIP DUES
		231.44	TYPE II SAFETY CAN,RED , NELSO		75858	FEB15 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		490.00	OTHER MISCELLANEOUS TRANS , RI		75858	FEB15 COMDATA PCARD	0311.6335		TRAINING
		246.17	OTHER MISCELLOUS TRANS, RIEMER		75858	FEB15 COMDATA PCARD	0311.6257		OTHER VEHICLE PARTS
		199.27	OTHER MISCELLANEOUS TRANS , RI		75858	FEB15 COMDATA PCARD	0311.6388		OTHER VEHICLE REPAIR
		21.68	GORILLA TAPE , RIEMER		75858	FEB15 COMDATA PCARD	0311.6229		SHOP MATERIALS
		21.67	GORILLA TAPE , RIEMER		75858	FEB15 COMDATA PCARD	0452.6229		SHOP MATERIALS
		1,379.40	OTHER MISCELLANEOUS TRANS , RI		75858	FEB15 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERA
		50.15	OTHER MISCELLANEOUS TRANS , SC		75858	FEB15 COMDATA PCARD	0220.6225		DIESEL FUEL
		295.98	HP 1000 SCANJET PROFESSIONAL M		75858	FEB15 COMDATA PCARD	0211.6405		OFFICE & DATA PROCES
		90.26	OTHER MISCELLANEOUS TRANS , NE		75858	FEB15 COMDATA PCARD	9602.6275		OTHER EQUIPMENT PAR
		52.00	BILL'S SUPERETTE , FUEL, FLEE		75860	FEB15 COMDATA FUEL	0220.6225		DIESEL FUEL
		48.97	BILL'S SUPERETTE , FUEL, FLEE		75860	FEB15 COMDATA FUEL	0220.6225		DIESEL FUEL
		34.96	BILL'S SUPERETTE , FUEL, FLEE		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		41.24	BILL'S SUPERETTE , FUEL, KAPL		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		48.01	BILL'S SUPERETTE , FUEL, KAPL		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		50.07	BILL'S SUPERETTE , FUEL, FIRE		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		46.40	BILL'S SUPERETTE , FUEL, FIRE		75860	FEB15 COMDATA FUEL	0220.6225		DIESEL FUEL
		.24	BILL'S SUPERETTE , FUEL, FIRE		75860	FEB15 COMDATA FUEL	0220.6225		DIESEL FUEL
		64.28	BILL'S SUPERETTE , FUEL, FIRE		75860	FEB15 COMDATA FUEL	0220.6225		DIESEL FUEL
		38.00	BILL'S SUPERETTE , FUEL, FIRE		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		40.00	BILL'S SUPERETTE , FUEL, FIRE		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		29.83	BILL'S SUPERETTE , FUEL, FIRE		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		45.50	BILL'S SUPERETTE , FUEL, FIRE		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		56.50	BILL'S SUPERETTE , FUEL, FLEE		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		50.01	BILL'S SUPERETTE , FUEL, FLEE		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99031215	3/12/2015		108768 COMDATA NETWORK INC						Continued.
		53.16	BILL'S SUPERETTE , FUEL, FLEE		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		46.42	BILL'S SUPERETTE , FUEL, FIRE		75860	FEB15 COMDATA FUEL	0220.6225		DIESEL FUEL
		41.00	BILL'S SUPERETTE , FUEL, FLEE		75860	FEB15 COMDATA FUEL	0311.6223		GASOLINE
		37.54	BILL'S SUPERETTE , FUEL, FLEE		75860	FEB15 COMDATA FUEL	0311.6223		GASOLINE
		66.06	BILL'S SUPERETTE , FUEL, BYRO		75860	FEB15 COMDATA FUEL	0452.6223		GASOLINE
		38.15	BILL'S SUPERETTE , FUEL, MARA		75860	FEB15 COMDATA FUEL	0311.6223		GASOLINE
		42.48	BILL'S SUPERETTE , FUEL, BYRO		75860	FEB15 COMDATA FUEL	0452.6223		GASOLINE
		40.63	CASEYS GEN STORE , FUEL, BERG		75860	FEB15 COMDATA FUEL	0452.6223		GASOLINE
		31.76	HOLIDAY STNSTORE , FUEL, JARS		75860	FEB15 COMDATA FUEL	0240.6223		GASOLINE
		32.90	HOLIDAY STNSTORE , FUEL, JARS		75860	FEB15 COMDATA FUEL	0240.6223		GASOLINE
		30.47	HOLIDAY STNSTORE , FUEL, JARS		75860	FEB15 COMDATA FUEL	0240.6223		GASOLINE
		45.00	LITTLE DUKES RAMSEY , FUEL, BY		75860	FEB15 COMDATA FUEL	0452.6223		GASOLINE
		50.96	LITTLE DUKES RAMSEY , FUEL, TU		75860	FEB15 COMDATA FUEL	0311.6223		GASOLINE
		47.60	LITTLE DUKES RAMSEY , FUEL, MC		75860	FEB15 COMDATA FUEL	0301.6223		GASOLINE
		52.80	LITTLE DUKES RAMSEY , FUEL, BR		75860	FEB15 COMDATA FUEL	0194.6223		GASOLINE
		49.32	LITTLE DUKES RAMSEY , FUEL, ST		75860	FEB15 COMDATA FUEL	0194.6223		GASOLINE
		49.46	LITTLE DUKES RAMSEY , FUEL, FI		75860	FEB15 COMDATA FUEL	0220.6225		DIESEL FUEL
		18.58	LITTLE DUKES RAMSEY , FUEL, FI		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		24.94	LITTLE DUKES RAMSEY , FUEL, FI		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		39.54	LITTLE DUKES RAMSEY , FUEL, KA		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		49.22	LITTLE DUKES RAMSEY , FUEL, FI		75860	FEB15 COMDATA FUEL	0220.6223		GASOLINE
		42.56	LITTLE DUKES RAMSEY , FUEL, BE		75860	FEB15 COMDATA FUEL	0452.6223		GASOLINE
		49.03	LITTLE DUKES RAMSEY , FUEL, TA		75860	FEB15 COMDATA FUEL	0311.6223		GASOLINE
		56.32	LITTLE DUKES RAMSEY , FUEL, MA		75860	FEB15 COMDATA FUEL	0311.6223		GASOLINE
		60.29	LITTLE DUKES RAMSEY , FUEL, NI		75860	FEB15 COMDATA FUEL	0452.6223		GASOLINE
		41.16	LITTLE DUKES RAMSEY , FUEL, NE		75860	FEB15 COMDATA FUEL	0452.6223		GASOLINE
		52.12	LITTLE DUKES RAMSEY , FUEL, TA		75860	FEB15 COMDATA FUEL	0311.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99031215	3/12/2015		108768 COMDATA NETWORK INC						Continued.
		70.55	LITTLE DUKES RAMSEY , FUEL, LO		75860	FEB15 COMDATA FUEL	0311.6223		GASOLINE
		20.71	LITTLE DUKES RAMSEY , FUEL, LO		75860	FEB15 COMDATA FUEL	0311.6223		GASOLINE
		24.50	LITTLE DUKES RAMSEY , FUEL, MA		75860	FEB15 COMDATA FUEL	0311.6223		GASOLINE
		13.21	LITTLE DUKES RAMSEY , FUEL, LU		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		35.06	LITTLE DUKES RAMSEY , FUEL, VO		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		12.00	SUPERAMERICA , FUEL, LUECK		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		17.00	BILL'S SUPERETTE , FUEL, LUEC		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		28.00	BILL'S SUPERETTE , FUEL, LUEC		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		30.44	BILL'S SUPERETTE , FUEL, SCHL		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		26.89	BILL'S SUPERETTE , FUEL, MOLD		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		35.11	BILL'S SUPERETTE , FUEL, DAHL		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		38.15	BILL'S SUPERETTE , FUEL, DIXO		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		19.46	CASEYS GEN STORE , FUEL, HASS		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		19.89	CASEYS GEN STORE , FUEL, HASS		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		17.01	CASEYS GEN STORE , FUEL, HASS		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		21.65	HOLIDAY STNSTORE , FUEL, HINN		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		27.33	HOLIDAY STNSTORE , FUEL, HINN		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		16.76	HOLIDAY STNSTORE , FUEL, BAGN		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		25.20	HOLIDAY STNSTORE , FUEL, BAGN		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		19.90	HOLIDAY STNSTORE , FUEL, HASS		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		11.78	HOLIDAY STNSTORE , FUEL, BAGN		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		28.28	HOLIDAY STNSTORE , FUEL, HINN		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		23.43	HOLIDAY STNSTORE , FUEL, VOIT		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		26.54	HOLIDAY STNSTORE , FUEL, GARD		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		48.13	HOLIDAY STNSTORE , FUEL, VOIT		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		12.00	HOLIDAY STNSTORE , FUEL, LUEC		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		19.29	HOLIDAY STNSTORE , FUEL, VOIT		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99031215	3/12/2015		108768 COMDATA NETWORK INC						Continued.
		31.11	HOLIDAY STNSTORE , FUEL, HINN		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		18.25	HOLIDAY STNSTORE , FUEL, FRAN		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		40.58	HOLIDAY STNSTORE , FUEL, CURT		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		27.35	HOLIDAY STNSTORE , FUEL, CURT		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		33.42	HOLIDAY STNSTORE , FUEL, ROSS		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		28.42	HOLIDAY STNSTORE , FUEL, CURT		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		26.65	KWIK TRIP 86900008698 , FUEL,		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		28.74	LITTLE DUKES RAMSEY , FUEL, BL		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		24.60	LITTLE DUKES RAMSEY , FUEL, CU		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		32.15	LITTLE DUKES RAMSEY , FUEL, CU		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		22.16	LITTLE DUKES RAMSEY , FUEL, RE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		18.95	LITTLE DUKES RAMSEY , FUEL, RE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		17.48	LITTLE DUKES RAMSEY , FUEL, KR		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		20.22	LITTLE DUKES RAMSEY , FUEL, HA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		20.38	LITTLE DUKES RAMSEY , FUEL, KR		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		19.70	LITTLE DUKES RAMSEY , FUEL, KR		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		16.53	LITTLE DUKES RAMSEY , FUEL, RE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		21.09	LITTLE DUKES RAMSEY , FUEL, KR		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		32.67	LITTLE DUKES RAMSEY , FUEL, HA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		15.79	LITTLE DUKES RAMSEY , FUEL, BA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		22.38	LITTLE DUKES RAMSEY , FUEL, KR		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		17.17	LITTLE DUKES RAMSEY , FUEL, HE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		22.97	LITTLE DUKES RAMSEY , FUEL, BA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		26.96	LITTLE DUKES RAMSEY , FUEL, BA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		24.58	LITTLE DUKES RAMSEY , FUEL, HA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		21.53	LITTLE DUKES RAMSEY , FUEL, HA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		31.98	LITTLE DUKES RAMSEY , FUEL, RE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99031215	3/12/2015		108768 COMDATA NETWORK INC						Continued.
		25.68	LITTLE DUKES RAMSEY , FUEL, HA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		15.28	LITTLE DUKES RAMSEY , FUEL, KR		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		31.98	LITTLE DUKES RAMSEY , FUEL, VO		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		23.11	LITTLE DUKES RAMSEY , FUEL, HI		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		31.97	LITTLE DUKES RAMSEY , FUEL, HI		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		19.01	LITTLE DUKES RAMSEY , FUEL, HI		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		33.43	LITTLE DUKES RAMSEY , FUEL, HE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		31.55	LITTLE DUKES RAMSEY , FUEL, HI		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		25.53	LITTLE DUKES RAMSEY , FUEL, HI		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		34.49	LITTLE DUKES RAMSEY , FUEL, BA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		21.20	LITTLE DUKES RAMSEY , FUEL, GA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		24.21	LITTLE DUKES RAMSEY , FUEL, BA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		31.99	LITTLE DUKES RAMSEY , FUEL, GA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		29.99	LITTLE DUKES RAMSEY , FUEL, BA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		29.39	LITTLE DUKES RAMSEY , FUEL, GA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		20.86	LITTLE DUKES RAMSEY , FUEL, GA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		19.06	LITTLE DUKES RAMSEY , FUEL, GA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		19.73	LITTLE DUKES RAMSEY , FUEL, GA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		15.88	LITTLE DUKES RAMSEY , FUEL, GA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		30.90	LITTLE DUKES RAMSEY , FUEL, GA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		24.70	LITTLE DUKES RAMSEY , FUEL, GA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		18.99	LITTLE DUKES RAMSEY , FUEL, GA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		14.98	LITTLE DUKES RAMSEY , FUEL, LU		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		10.83	LITTLE DUKES RAMSEY , FUEL, LU		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		9.86	LITTLE DUKES RAMSEY , FUEL, LU		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		11.85	LITTLE DUKES RAMSEY , FUEL, LU		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		42.71	LITTLE DUKES RAMSEY , FUEL, VO		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99031215	3/12/2015		108768 COMDATA NETWORK INC						Continued.
		12.80	LITTLE DUKES RAMSEY , FUEL, LU		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		11.84	LITTLE DUKES RAMSEY , FUEL, LU		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		12.82	LITTLE DUKES RAMSEY , FUEL, LU		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		33.70	LITTLE DUKES RAMSEY , FUEL, VO		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		28.24	LITTLE DUKES RAMSEY , FUEL, HE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		32.54	LITTLE DUKES RAMSEY , FUEL, HE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		15.99	LITTLE DUKES RAMSEY , FUEL, HE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		26.58	LITTLE DUKES RAMSEY , FUEL, MO		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		31.07	LITTLE DUKES RAMSEY , FUEL, MO		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		18.70	LITTLE DUKES RAMSEY , FUEL, HE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		18.18	LITTLE DUKES RAMSEY , FUEL, MO		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		18.09	LITTLE DUKES RAMSEY , FUEL, HE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		23.64	LITTLE DUKES RAMSEY , FUEL, HE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		21.25	LITTLE DUKES RAMSEY , FUEL, HE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		23.37	LITTLE DUKES RAMSEY , FUEL, HE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		22.19	LITTLE DUKES RAMSEY , FUEL, SC		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		19.27	LITTLE DUKES RAMSEY , FUEL, RE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		26.12	LITTLE DUKES RAMSEY , FUEL, SC		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		35.91	LITTLE DUKES RAMSEY , FUEL, DI		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		25.18	LITTLE DUKES RAMSEY , FUEL, SC		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		20.90	LITTLE DUKES RAMSEY , FUEL, SC		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		26.84	LITTLE DUKES RAMSEY , FUEL, SC		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		26.51	LITTLE DUKES RAMSEY , FUEL, SC		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		20.16	LITTLE DUKES RAMSEY , FUEL, SC		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		19.23	LITTLE DUKES RAMSEY , FUEL, DI		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		31.65	LITTLE DUKES RAMSEY , FUEL, DA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		27.12	LITTLE DUKES RAMSEY , FUEL, DA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99031215	3/12/2015		108768 COMDATA NETWORK INC						Continued.
		35.14	LITTLE DUKES RAMSEY , FUEL, DA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		34.51	LITTLE DUKES RAMSEY , FUEL, DA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		35.52	LITTLE DUKES RAMSEY , FUEL, DA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		38.00	LITTLE DUKES RAMSEY , FUEL, WE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		41.35	LITTLE DUKES RAMSEY , FUEL, WE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		40.26	LITTLE DUKES RAMSEY , FUEL, WE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		39.80	LITTLE DUKES RAMSEY , FUEL, WE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		34.36	LITTLE DUKES RAMSEY , FUEL, WE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		34.30	LITTLE DUKES RAMSEY , FUEL, WE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		44.10	LITTLE DUKES RAMSEY , FUEL, ST		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		43.76	LITTLE DUKES RAMSEY , FUEL, ST		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		34.05	LITTLE DUKES RAMSEY , FUEL, ST		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		48.53	LITTLE DUKES RAMSEY , FUEL, ST		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		38.65	LITTLE DUKES RAMSEY , FUEL, ST		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		48.33	LITTLE DUKES RAMSEY , FUEL, BO		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		42.31	LITTLE DUKES RAMSEY , FUEL, BO		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		24.61	LITTLE DUKES RAMSEY , FUEL, CU		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		27.93	LITTLE DUKES RAMSEY , FUEL, BL		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		28.00	LITTLE DUKES RAMSEY , FUEL, BL		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		34.43	SHELL OIL 57444793608 , FUEL,		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		21.32	SUPERAMERICA , FUEL, HINNENKA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		29.22	SUPERAMERICA , FUEL, HINNENKA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		25.55	SUPERAMERICA , FUEL, HINNENKA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		28.86	SUPERAMERICA , FUEL, MOLDENHA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		36.75	SUPERAMERICA , FUEL, DIXON		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		28.98	SUPERAMERICA , FUEL, DIXON		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		19.58	SUPERAMERICA , FUEL, DAHLBERG		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99031215	3/12/2015		108768 COMDATA NETWORK INC						Continued.
		35.69	SUPERAMERICA , FUEL, DAHLBERG		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		23.30	SUPERAMERICA , FUEL, HINNENKA		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		31.32	SUPERAMERICA , FUEL, DAHLBERG		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		43.56	SUPERAMERICA , FUEL, BONINE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		33.36	SUPERAMERICA , FUEL, BONINE		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		36.25	SUPERAMERICA , FUEL, KATERS		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		33.51	SUPERAMERICA , FUEL, KATERS		75860	FEB15 COMDATA FUEL	0211.6223		GASOLINE
		35.86	LITTLE DUKES RAMSEY , FUEL, ER		75860	FEB15 COMDATA FUEL	9601.6223		GASOLINE
		32.34	LITTLE DUKES RAMSEY , FUEL, ER		75860	FEB15 COMDATA FUEL	9601.6223		GASOLINE
		59.15	HOLIDAY STNSTORE , FUEL, GRAF		75860	FEB15 COMDATA FUEL	9602.6223		GASOLINE
		45.81	HOLIDAY STNSTORE , FUEL, GRAF		75860	FEB15 COMDATA FUEL	9602.6223		GASOLINE
		148.39	LITTLE DUKES RAMSEY , FUEL, GR		75860	FEB15 COMDATA FUEL	9602.6225		DIESEL FUEL
		74.51	LITTLE DUKES RAMSEY , FUEL, GR		75860	FEB15 COMDATA FUEL	9602.6223		GASOLINE
		22.33	BILL'S SUPERETTE , FUEL, NIEL		75860	FEB15 COMDATA FUEL	9605.6223		GASOLINE
		48.80	BILL'S SUPERETTE , FUEL, NIEL		75860	FEB15 COMDATA FUEL	9605.6223		GASOLINE
		35.88	BILL'S SUPERETTE , FUEL, NIEL		75860	FEB15 COMDATA FUEL	9605.6223		GASOLINE
		28.32	BILL'S SUPERETTE , FUEL, NIEL		75860	FEB15 COMDATA FUEL	9605.6223		GASOLINE
		47.31	BILL'S SUPERETTE , FUEL, NIEL		75860	FEB15 COMDATA FUEL	9605.6223		GASOLINE
		18.27	BILL'S SUPERETTE , FUEL, NIEL		75860	FEB15 COMDATA FUEL	9605.6223		GASOLINE
		33.16	LITTLE DUKES RAMSEY , FUEL, NI		75860	FEB15 COMDATA FUEL	9605.6223		GASOLINE
		14,473.46							
99031316	3/13/2015		107962 TASC						
		2,470.49			75775	03121511345510	9101.2176		LIFE/HEALTH-EMPLOYEE
		2,470.49							
99031357	3/13/2015		111465 STATE STREET BANK						
		1,109.57			75777	03121511345512	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,109.57							
99031359	3/13/2015		111465 STATE STREET BANK						
		3,159.00			75776	03121511345511	9101.2175		DEFERRED COMPENSAT
		3,159.00							
99573376	3/13/2015		100601 MN DEPT OF REV WH						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99573376	**3/13/2015**		**100601 MN DEPT OF REV WH**						**Continued.**
		8,218.84			75786	0312151134559	9101.2172		STATE WITHHOLDING
		8,218.84							
99940134	**3/13/2015**		**100223 ICMA RETIREMENT TRUST 457**						
		2,574.12			75781	0312151134554	9101.2175		DEFERRED COMPENSAT
		2,574.12							
		199,603.60	Grand Total						

Payment Instrument Totals

Checks	92,744.08
EFT Payments	106,859.52
Total Payments	199,603.60

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	12/31/2015	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
110402	ADVANCE AUTO PARTS	FEB 2015 BILLING	PV	75791	001	09101	2/28/2015	022815	99.98
	ADVANCE AUTO PARTS	FEB 2015 BILLING	PV	75791	002	09101	2/28/2015	022815	27.96
	AAP FINANCIAL SERVICES P O BOX 742063 ATLANTA GA 30374-2063			Summary Total					127.94
				Payment Amount					127.94
100013	ADVANCE CONSULTING GROUP INC	RAMSEY BUSINESS PRK REPORT	PV	75700	001	09230	3/1/2015	15001	2,686.50
	ADVANCE CONSULTING GROUP INC 3970 114TH LANE NW SUITE 100 COON RAPIDS MN 55433			Summary Total					2,686.50
				Payment Amount					2,686.50
100017	AIRGAS USA, LLC	MISC GASES	PV	75792	001	09101	2/28/2015	9925552253	21.66
	AIRGAS USA LLC P O BOX 802576 CHICAGO IL 60680-2576			Summary Total					21.66
		WHEEL CUTOFF	PV	75875	001	09101	3/6/2015	9037040670	67.50
				Summary Total					67.50
				Payment Amount					89.16
111274	AMBO	2015 MEMBERSHIP	PV	75859	001	09101	3/17/2015	031715	200.00
	AMBO P O BOX 1180 MAPLE GROVE MN 55311-6180			Summary Total					200.00
				Payment Amount					200.00
102953	AMERIGAS OF ANOKA	PROPANE	PV	75861	001	09101	3/10/2015	66652316	87.85
	AMERIGAS OF ANOKA P O BOX 371473 PITTSBURGH PA 15250-7473			Summary Total					87.85
				Payment Amount					87.85
100035	ANOKA COUNTY CENTRAL COMMUNICATIONS	FEB 2015 WIRELESS SERVICE	PV	75701	001	09101	3/3/2015	2015-237	568.60
	ANOKA COUNTY CENTRAL COMMUNICATIONS			Summary Total					568.60
	325 EAST MAIN STREET	JAN 15 WIRELESS SERVICE	PV	75702	001	09101	3/3/2015	2015-227	583.32
	ANOKA MN 55303			Summary Total					583.32
				Payment Amount					1,151.92

Bank Account	00002224	CASH IN BANK
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Payment Instrument		Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100043	ANOKA COUNTY PROPERTY RECORDS TAXATION	FEB 15 SERVICES	PV	75703	001	09804	2/28/2015	534 FEB 15	46.00
	ANOKA COUNTY PROPERTY RECORDS TAXATION 2100 - 3RD AVENUE ANOKA MN 55303					Summary Total			46.00
						Payment Amount			46.00
107587	ANOKA COUNTY TREASURY DEPARTMENT	APR 2015 BROADBAND	PV	75793	001	09101	3/6/2015	B150306O	604.50
	ANOKA COUNTY TREASURY DEPARTMENT					Summary Total			604.50
	2100 THIRD AVENUE	2014 4TH QTR SIGNALS	PV	75794	001	09101	3/6/2015	H150306H	238.86
	ANOKA MN 55303					Summary Total			238.86
						Payment Amount			843.36
111377	ANOKA MUNICIPAL UTILITY	RAMSEY STREET LTS	PV	75795	001	09603	3/10/2015	22-990005-01FEB 15	56.80
	ANOKA MUNICIPAL UTILITY					Summary Total			56.80
	CITY HALL	14034 DYSPROSIUM ST LT	PV	75796	001	09603	3/10/2015	22-610280-00 FEB 15	42.67
	2015 FIRST AVENUE NO					Summary Total			42.67
	ANOKA MN 55303	BUNKER LK BLVD/DYSPROSIUM	PV	75797	001	09101	3/10/2015	22-612000-01 FEB15	27.38
						Summary Total			27.38
		CTY RD 116/HWY 47 SIGNAL	PV	75798	001	09101	3/10/2015	22-613120-01 FEB15	92.90
						Summary Total			92.90
						Payment Amount			219.75
100052	ANOKA POLICE DEPARTMENT	ANIMAL CONTAINMENT MAR 15	PV	75704	001	09101	3/4/2015	030415	590.00
	ANOKA POLICE DEPARTMENT 275 HARRISON STREET ANOKA MN 55303					Summary Total			590.00
						Payment Amount			590.00
100063	ASPEN MILLS	MISC J. DIXON	PV	75705	001	09101	2/28/2015	161858	33.85
	ASPEN MILLS					Summary Total			33.85

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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	8201 C CENTRAL AVE NE	MISC B.'BLUML	PV	75706	001	09101	2/28/2015	161857	616.20
	SPRING LAKE PARK MN 55432			Summary Total					616.20
		K. HEMMERICH MISC	PV	75802	001	09101	2/19/2015	161515	291.25
				Summary Total					291.25
		C. WEISS MISC	PV	75803	001	09101	2/19/2015	161516	22.00
				Summary Total					22.00
				Payment Amount					963.30
106346	BAUER BUILT INCORPORATED	REPAIR 673	PV	75876	001	09603	3/16/2015	940028620	100.50
	BAUER BUILT INCORPORATED	REPAIR 673	PV	75876	002	09603	3/16/2015	940028620	2,729.04
	8270 W 35W SERVICE DR	REPAIR 673	PV	75876	003	09603	3/16/2015	940028620	909.68
	BLAINE MN 55449	REPAIR 673	PV	75876	004	09603	3/16/2015	940028620	163.50
				Summary Total					3,902.72
				Payment Amount					3,902.72
101152	BKV GROUP INC	RE: RAMSEY FIRE STATION 2	PV	75804	001	09412	2/25/2015	39837	2,097.42
	BKV GROUP INC 222 NORTH 2ND STREET MINNEAPOLIS MN 55401			Summary Total					2,097.42
				Payment Amount					2,097.42
111789	CALIFORNIA CONTRACTORS SUPPLIES INC	GLOVES/SUPER WIPES	PV	75707	001	09602	2/20/2015	65393	964.20
	CALIFORNIA CONTRACTORS SUPPLIES INC 7729 BURNET AVENUE VAN NUYS CA 91405			Summary Total					964.20
				Payment Amount					964.20
106854	CDWG INC	MISC COMPUTER SUPPLIES	PV	75708	001	09101	2/21/2015	SR45442	2,800.00
	CDWG INC 75 REMITTANCE DRIVE SUITE 1515 CHICAGO IL 60675-1515			Summary Total					2,800.00
				Payment Amount					2,800.00
100297	CENTERPOINT ENERGY	FEB 15 7550 SUNWOOD	PV	75877	001	09101	3/11/2015	6702493-5 FEB 2015	5,517.57

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Payment Instrument	Check Payment
Pay Through Date	12/31/2015

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		DR							
	CENTERPOINT ENERGY			Summary Total					5,517.57
	P O BOX 4671	6701 HIGHWAY 10	PV	75878	001	09410	3/11/2015	6011580-5 FEB 15	451.29
	HOUSTON TX 77210-4671			Summary Total					451.29
				Payment Amount					5,968.86
114549	CHET S SHOES INC	MISC BOOTS	PV	75879	001	09101	2/28/2015	30741	300.00
	CHET S SHOES INC	MISC BOOTS	PV	75879	002	09101	2/28/2015	30741	150.00
	8870 RENDOVA STREET NE	MISC BOOTS	PV	75879	003	09101	2/28/2015	30741	150.00
	CIRCLE PINES MN 55014	MISC BOOTS	PV	75879	004	09101	2/28/2015	30741	300.00
				Summary Total					900.00
				Payment Amount					900.00
100125	COUNTRYSIDE PRINTING INC	MAR/APR 15 RAMSEY RESIDENT	PV	75709	001	09101	2/25/2015	33066	4,536.00
	COUNTRYSIDE PRINTING			Summary Total					4,536.00
	6250 BUNKER LAKE BLVD NW	BUSINESS EXPO INVITES 2015	PV	75805	001	09230	3/9/2015	33075	321.65
	SUITE 113			Summary Total					321.65
	RAMSEY MN 55303	BUS CARDS-TIM G/GRANT R	PV	75880	001	09101	3/11/2015	33091	49.00
		BUS CARDS-TIM G/GRANT R	PV	75880	002	09101	3/11/2015	33091	49.00
				Summary Total					98.00
				Payment Amount					4,955.65
100144	DEHN OIL COMPANY	DIESEL FUEL	PV	75806	001	09101	3/4/2015	36406	1,204.88
	DEHN OIL COMPANY			Summary Total					1,204.88
	6735 141ST AVENUE NW	DIESEL FUEL	PV	75807	001	09101	3/4/2015	36407	242.25
	RAMSEY MN 55303			Summary Total					242.25
				Payment Amount					1,447.13
100624	DLT SOLUTIONS INC	AUTODESK/1 YR SUBSCRIPTION	PV	75710	001	09101	2/16/2015	S1280646	6,185.44
	DLT SOLUTIONS INC			Summary Total					6,185.44
	13861 SUNRISE VALLEY DRIVE SUITE 400								
	HERNDON VA 20171								
				Payment Amount					6,185.44

Bank Account	00002224	CASH IN BANK
Version	LOGIS003V	
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Payment Instrument		Check Payment
Pay Through Date	12/31/2015	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
113306	DOCUMENT TECHNOLOGY SOLUTIONS	CONTRACT FEB 22/MAR 21, 15	PV	75711	001	09101	2/22/2015	INV99619	207.38
	DOCUMENT TECHNOLOGY SOLUTIONS 9401 JAMES AVENUE SOUTH SUITE 120 BLOOMINGTON MN 55431				Summary Total				207.38
					Payment Amount				207.38
114617	DR MICHAEL KELLER PHD	EAP SERVICES	PV	75808	001	09101	2/27/2015	022715	250.00
	DR MICHAEL KELLER PHD 121 ADAMS STREET CAMBRIDGE MN 55008				Summary Total				250.00
					Payment Amount				250.00
100158	ECM PUBLISHERS INC	ORD 15-03	PV	75712	001	09101	2/27/2015	192758	64.50
	ECM PUBLISHERS INC				Summary Total				64.50
	4095 COON RAPIDS BLVD	2015 BUDGET SUMMARY	PV	75713	001	09101	2/27/2015	192757	107.50
	COON RAPIDS MN 55433				Summary Total				107.50
		AD FOR INTERNS	PV	75809	001	09101	3/1/2015	193317	240.00
					Summary Total				240.00
					Payment Amount				412.00
106624	EHLERS AND ASSOCIATES, INC	RE: COR APARTMENTS	PV	75862	001	09214	3/10/2015	67012	315.00
	EHLERS & ASSOCIATES, INC 3060 CENTRE POINTE DRIVE ROSEVILLE MN 55113-1105				Summary Total				315.00
					Payment Amount				315.00
108737	EMERGENCY AUTOMOTIVE TECHNOLOGY INC	MISC FOR ATV AND SQ 341	PV	75810	001	09101	3/6/2015	DL030615-21	53.28
	EMERGENCY AUTOMOTIVE TECHNOLOGY INC 2755 GENEVA AVE N OAKDALE MN 55128				Summary Total				53.28
					Payment Amount				53.28
113991	EMERGENCY RESPONSE SOLUTIONS	MISC SUPPLIES FD	PV	75812	001	09101	3/6/2015	3642	185.75
	EMERGENCY RESPONSE SOLUTIONS				Summary Total				185.75

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Payment Instrument		Check Payment
Pay Through Date	12/31/2015	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	21371 HEIDELBERG STREET NE WYOMING MN 55092								
				Payment Amount					185.75
104205	EXPRESS SIGNS AND BALLOONS INC	EDA BIZ EXPO 2015	PV	75813	001	09230	3/10/2015	INV-0312	775.00
	EXPRESS SIGNS AND BALLOONS INC PO BOX 475 ANOKA MN 55303			Summary Total					775.00
				Payment Amount					775.00
113321	FACTORY MOTOR PARTS CO	ELEMENT	PV	75714	001	09101	2/17/2015	6-1395194	38.38
	FACTORY MOTOR PARTS CO BIN 139107 P O BOX 9107 MINNEAPOLIS MN 55480-9107			Summary Total					38.38
				Payment Amount					38.38
107099	FASTENAL	MISC PARTS	PV	75814	001	09101	3/2/2015	MNTC8125333	7.68
	FASTENAL COMPANY			Summary Total					7.68
	P O BOX 978	MISC PARTS	PV	75863	001	09101	3/10/2015	MNTC8125572	16.06
	WINONA MN 55987			Summary Total					16.06
				Payment Amount					23.74
114616	FERIANCEK, JOE	REIMBURSE- MILEAGE AUTO CADD	PV	75715	001	09101	3/9/2015	030915	184.00
	JOE FERIANCEK 5601 KALENDA DRIVE NE ALBERTVILLE MN 55301			Summary Total					184.00
				Payment Amount					184.00
113921	FIRST ADVANTAGE LNS SCREENING SOLUTIONS	DRUG SCREENING	PV	75815	001	09101	2/28/2015	2502581502	394.20
	FIRST ADVANTAGE LNS SCREENING SOLUTIONS P O BOX 404064 ATLANTA GA 30384-4064			Summary Total					394.20
				Payment Amount					394.20

R04570

CITY OF RAMSEY

Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
Version	LOGIS003V
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Payment Instrument	Check Payment
Pay Through Date	12/31/2015

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
112421	FIRST SCRIBE	MARCH 2015 ROWAY WEB APP	PV	75816	001	09101	3/1/2015	2465371	200.00
	FIRST SCRIBE 110 CHESHIRE LANE SUITE 105 MINNETONKA MN 55305				Summary Total				200.00
					Payment Amount				200.00
100186	FRANKENSIGNS INC	MISC NAME PLATES	PV	75716	001	09101	2/27/2015	264535	88.00
	FRANKENSIGNS 9133 DAVENPORT STREET NE P O BOX 490301 BLAINE MN 55449				Summary Total				88.00
					Payment Amount				88.00
100189	G AND K SERVICES INC	UNIFORM CLEANING	PV	75817	001	09101	3/4/2015	1006783066	90.00
	G AND K SERVICES INC	UNIFORM CLEANING	PV	75817	002	09101	3/4/2015	1006783066	10.00
	P O BOX 842385	UNIFORM CLEANING	PV	75817	003	09101	3/4/2015	1006783066	155.66
	BOSTON MA 02284-2385	UNIFORM CLEANING	PV	75817	004	09101	3/4/2015	1006783066	155.66
					Summary Total				411.32
		MATS FD	PV	75818	001	09101	2/25/2015	1006771700	122.33
					Summary Total				122.33
		UNIFORM CLEANING	PV	75864	001	09101	3/11/2015	10069794472	90.00
		UNIFORM CLEANING	PV	75864	002	09101	3/11/2015	10069794472	10.00
		UNIFORM CLEANING	PV	75864	003	09101	3/11/2015	10069794472	83.55
		UNIFORM CLEANING	PV	75864	004	09101	3/11/2015	10069794472	83.55
					Summary Total				267.10
					Payment Amount				800.75
100200	GOPHER STATE ONE CALL INC	59 TICKETS FEB 2015	PV	75717	001	09601	2/28/2015	133245	26.58
	GOPHER STATE ONE CALL	59 TICKETS FEB 2015	PV	75717	002	09601	2/28/2015	133245	26.58
	18946 LAKE DRIVE EAST	59 TICKETS FEB 2015	PV	75717	003	09601	2/28/2015	133245	26.59
	CHANHASSEN MN 55317				Summary Total				79.75
					Payment Amount				79.75
100650	GRAINGER	TOILET REPAIR KIT	PV	75819	001	09101	3/6/2015	9683779129	49.29
	GRAINGER INC DEPT. 806511127 PALATINE IL 60038-0001				Summary Total				49.29
					Payment Amount				49.29

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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100211	HAWKINS INC	CHEMICALS	PV	75718	001	09601	2/17/2015	3697432	252.34
	HAWKINS INC P O BOX 860263 MINNEAPOLIS MN 55486-0263				Summary Total				252.34
					Payment Amount				252.34
114432	HESSE, BRADLEY	REIMBURSE EMS TRAINING	PV	75820	001	09101	3/11/2015	031115	29.37
	BRADLEY HEESE 10648 DRAKE STREET NW COON RAPIDS MN 55433				Summary Total				29.37
					Payment Amount				29.37
112475	INNOVATIVE OFFICE SOLUTIONS	RETURN-INDEX 8 TAB	PD	75730	001	09101	2/25/2015	01QV5737	20.73-
	INNOVATIVE OFFICE SOLUTIONS				Summary Total				20.73-
	P O BOX 270107 MINNEAPOLIS MN 55427-0107	OFFICE SUPPLIES	PV	75865	001	09101	3/10/2015	01QW0939	44.99
		OFFICE SUPPLIES	PV	75865	002	09101	3/10/2015	01QW0939	284.41
					Summary Total				329.40
		OFFICE SUPPLIES	PV	75881	001	09101	3/11/2015	01QW1553	19.83
					Summary Total				19.83
					Payment Amount				328.50
100258	LEAGUE OF MINNESOTA CITIES	MAYOR STROMMEN-ANNUAL CONF	PV	75821	001	09101	3/9/2015	214868	85.00
	LEAGUE OF MN CITIES FINANCE DEPT 145 UNIVERSITY AVE WEST ST PAUL MN 55103-2044				Summary Total				85.00
					Payment Amount				85.00
102954	LITTLE FALLS MACHINE INC	MISC PARTS	PV	75822	001	09101	3/5/2015	00056030	425.17
	LITTLE FALLS MACHINE INC				Summary Total				425.17
	300 LINDBERGH DRIVE SOUTH	MISC SUPPLIES	PV	75823	001	09101	3/5/2015	00056053	1,269.77
	LITTLE FALLS MN 56345-1598	MISC SUPPLIES	PV	75823	002	09101	3/5/2015	00056053	1,767.00

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Pay Through Date	12/31/2015

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Summary Total					3,036.77
				Payment Amount					3,461.94
100266 LOGIS		JAN 2015 BILLING	PV	75719	001	09101	1/31/2015	39587	9,364.00
				Summary Total					9,364.00
	LOGIS 5750 DULUTH STREET GOLDEN VALLEY MN 55422-4036	GIS WORK	PV	75720	001	09101	1/31/2015	39631	991.00
				Summary Total					991.00
		MISC DEVELOP SYSTEM	PV	75721	001	09101	1/31/2015	39650	12,865.00
				Summary Total					12,865.00
		JAN 15 NETWORK	PV	75722	001	09101	2/15/2015	39772	971.25
				Summary Total					971.25
		NETWORK WELLNESS CHARGE	PV	75723	001	09101	1/31/2015	39678	3,793.00
				Summary Total					3,793.00
		WEBSENSE	PV	75724	001	09101	1/31/2015	39737	1,871.83
				Summary Total					1,871.83
		NETWORK THROUGH DEC 2014	PV	75725	001	09101	1/31/2015	39554	99.00
				Summary Total					99.00
				Payment Amount					29,955.08
106741 LSA DESIGN INC		RE:PARKING RAMP RENO	PV	75824	001	09412	3/9/2015	15014	2,255.43
	LSA DESIGN INC 219 N 2ND STREET SUITE 302 MINNEAPOLIS MN 55401-1454			Summary Total					2,255.43
				Payment Amount					2,255.43
100274 MAMA		MEMBERSHIP K. ULRICH 2015	PV	75829	001	09101	2/27/2015	1741	45.00
	MAMA 145 UNIVERSITY AVENUE WEST ST PAUL MN 55103-2044			Summary Total					45.00
				Payment Amount					45.00
100284 MENARDS ELK RIVER		MISC SUPPLIES	PV	75726	001	09601	2/23/2015	72143	129.75
	MENARDS ELK RIVER			Summary Total					129.75
	19521 EVANS STREET NW ELK RIVER MN 55330-1077	MISC TAPE	PV	75727	001	09602	2/25/2015	72277	45.78
				Summary Total					45.78
		MISC PARTS	PV	75866	001	09601	3/2/2015	72582	185.56

Bank Account	00002224	CASH IN BANK
Version	LOGIS003V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2015	

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Summary Total					185.56
				Payment Amount					361.09
113946	MUNICIPAL EMERGENCY SERVICES INC	MISC SUPPLIES	PV	75825	001	09101	2/25/2015	00606036	978.20
	MUNICIPAL EMERGENCY SERVICES INC DEPOSITORY ACCOUNT 75 REMITTANCE DRIVE CHICAGO IL 60675			Summary Total					978.20
				Payment Amount					978.20
100345	NAPA AUTO PARTS ELK RIVER	BATTERY	PV	75867	001	09101	3/11/2015	786843	100.29
	NAPA AUTO PARTS ELK RIVER			Summary Total					100.29
	17137 YALE STREET NW	MISC PARTS	PV	75868	001	09101	3/11/2015	786842	11.99
	P O BOX 1041 ELK RIVER MN 55330			Summary Total					11.99
				Payment Amount					112.28
113727	NEOPOST GREAT PLAINS	MAILING POSTAGE TAPES	PV	75728	001	09101	2/20/2015	GPAR33713	31.50
	NEOPOST GREAT PLAINS 701 XENIA AVENUE S SUITE 170 MINNEAPOLIS MN 55416-3595			Summary Total					31.50
				Payment Amount					31.50
110547	NORTHWEST LIGHTING SYSTEMS CO.	MISC SUPPLIES	PV	75729	001	09101	3/3/2015	88057	131.11
	NORTHWEST LIGHTING SYSTEMS CO.			Summary Total					131.11
	12001 RIVERWOOD DRIVE	FIXTURE FOR RAMP	PV	75826	001	09240	3/9/2015	88138	288.00
	BURNSVILLE MN 55337			Summary Total					288.00
		MISC SUPPLIES FOR RAMP	PV	75882	001	09240	3/11/2015	88191	457.41
				Summary Total					457.41
				Payment Amount					876.52
110480	OPUS 21 MANAGEMENT SOLUTIONS	FEB 2015 SERVICES	PV	75827	001	09601	3/7/2015	150246	279.99
	OPUS 21 MANAGEMENT SOLUTIONS	FEB 2015 SERVICES	PV	75827	002	09601	3/7/2015	150246	223.99

Bank Account	00002224	CASH IN BANK
Version	LOGIS003V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2015	

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	680 COMMERCE DRIVE	FEB 2015 SERVICES	PV	75827	003	09601	3/7/2015	150246	223.99
	SUITE 160								
	WOODBURY MN 55125	FEB 2015 SERVICES	PV	75827	004	09601	3/7/2015	150246	168.00
		FEB 2015 SERVICES	PV	75827	005	09601	3/7/2015	150246	223.99
				Summary Total					1,119.96
				Payment Amount					1,119.96
100384	PLAISTED COMPANIES INC	ROAD SALT/SAND	PV	75828	001	09101	2/28/2015	57778	1,950.89
	PLAISTED COMPANIES INC			Summary Total					1,950.89
	PO BOX 332								
	11555 - 205TH AVENUE NW								
	ELK RIVER MN 55330								
				Payment Amount					1,950.89
111488	POPP.COM INC	FEB 2015 SERVICES	PV	75830	001	09101	2/28/2015	992247486	110.05
	POPP.COM INC	FEB 2015 SERVICES	PV	75830	002	09101	2/28/2015	992247486	38.52
	620 MENDELSSOHN AVENUE	FEB 2015 SERVICES	PV	75830	003	09101	2/28/2015	992247486	33.01
	NORTH SUITE 101								
	GOLDEN VALLEY MN 55427	FEB 2015 SERVICES	PV	75830	004	09101	2/28/2015	992247486	187.08
		FEB 2015 SERVICES	PV	75830	005	09101	2/28/2015	992247486	33.01
		FEB 2015 SERVICES	PV	75830	006	09101	2/28/2015	992247486	93.54
		FEB 2015 SERVICES	PV	75830	007	09101	2/28/2015	992247486	38.52
		FEB 2015 SERVICES	PV	75830	008	09101	2/28/2015	992247486	80.13
		FEB 2015 SERVICES	PV	75830	009	09101	2/28/2015	992247486	84.63
		FEB 2015 SERVICES	PV	75830	010	09101	2/28/2015	992247486	103.84
		FEB 2015 SERVICES	PV	75830	011	09101	2/28/2015	992247486	61.85
				Summary Total					864.18
				Payment Amount					864.18
113444	PRECISE	FINASSY/ANTENNA	PV	75883	001	09101	3/11/2015	IN200-1004732	1,032.38
	PRECISE			Summary Total					1,032.38
	501 EAST CLIFF ROAD SIUTE 100								
	BURNSVILLE MN 55337								
				Payment Amount					1,032.38
114471	PROFESSIONAL MAINTENANCE SERVICES	RAMP PLOWING	PV	75831	001	09240	3/1/2015	60	5,094.00
	PROFESSIONAL MAINTENANCE SERVICES			Summary Total					5,094.00
	17940 BAUGH STREET NW								
	RAMSEY MN 55303								

Bank Account	00002224	CASH IN BANK
Version	LOGIS003V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2015	

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					5,094.00
112474	RAMSEY RETAIL RENTAL INC	RENTAL BAL DUE- 2015 BIZ EXPO	PV	75869	001	09230	3/13/2015	031415	350.00
	RAMSEY RETAIL RENTAL INC 7533 SUNWOOD DRIVE SUITE 315 RAMSEY MN 55303			Summary Total					350.00
				Payment Amount					350.00
100421	REGAL AWARDS AND TROPHIES	MISC FD	PV	75832	001	09101	2/25/2015	15542	278.00
	REGAL AWARDS AND TROPHIES 530 WEST MAIN STREET ANOKA MN 55303			Summary Total					278.00
				Payment Amount					278.00
100433	SALVERDA AND ASSOC, DONALD	T. GLADHILL 1 BOOK	PV	75884	001	09101	3/6/2015	P-1511-14B	17.00
	DONALD SALVERDA AND ASSOC 2233 HAMLINE AVE N SUITE 620 ROSEVILLE MN 55113			Summary Total					17.00
				Payment Amount					17.00
112545	SHI	MISC COMPUTER	PV	75870	001	09101	3/5/2015	B03144424	891.00
	SHI INTERNATIONAL CORP. P O BOX 952121 DALLAS TX 75395-2121			Summary Total					891.00
				Payment Amount					891.00
114334	SOUTHSTAR FINANCIAL LLC	FINAL INVOICE-CAMERAS	PV	75871	001	09234	3/5/2015	16	18,815.55
	SOUTHSTAR FINANCIAL LLC P O BOX 2323 MOUNT PLEASANT SC 29465			Summary Total					18,815.55
				Payment Amount					18,815.55
100485	TIMESAVER OFF SITE SECRETARIAL INC	FEB 2015 MEETINGS	PV	75731	001	09101	2/26/2015	M21152	480.63
	TIMESAVER OFF SITE SECRETARIAL INC 5291 RIVER OAK DRIVE			Summary Total					480.63

Bank Account	00002224	CASH IN BANK
Version	LOGIS003V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2015	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	SAVAGE MN 55378								
				Payment Amount					480.63
112688	TITAN MACHINERY	2015 CASE WHEEL LOADER	PV	75737	001	09101	3/9/2015	116618	178,596.00
	TITAN MACHINERY			Summary Total					178,596.00
	14375 JAMES ROAD	WHEEL LOADER RENTAL	PV	75833	001	09101	3/4/2015	1075034-0004	3,562.00
	ROGERS MN 55374			Summary Total					3,562.00
		CHAIN HOOK	PV	75834	001	09101	3/11/2015	5561131	134.55
				Summary Total					134.55
		RETURN- HOOKS	PD	75885	001	09101	3/24/2015	5561105	302.46-
				Summary Total					302.46-
				Payment Amount					181,990.09
112079	TOKLE INSPECTIONS INC	FEB 15 ELECTRIACL INSPEC.	PV	75732	001	09101	3/3/2015	030315	1,820.25
	TOKLE INSPECTIONS INC 1748 123RD AVENUE NW COON RAPIDS MN 55448			Summary Total					1,820.25
				Payment Amount					1,820.25
113539	TWIN CITIES WINNELSON CO	MISC PARTS	PV	75733	001	09601	2/25/2015	082266-00	262.60
	TWIN CITIES WINNELSON CO			Summary Total					262.60
	13930 RADIUM STREET NW	MISC PARTS	PV	75734	001	09101	2/19/2015	082084-00	84.68
	RAMSEY MN 55303			Summary Total					84.68
		RETURN- UNTHREADED VALVES	PD	75872	001	09601	3/4/2015	082267-00	262.50-
				Summary Total					262.50-
				Payment Amount					84.78
111742	TWIN CITY WATER CLINIC INC	WATER TESTS FEB 2015	PV	75873	001	09601	3/4/2015	6095	150.00
	TWIN CITY WATER CLINIC INC 617 13TH AVENUE SOUTH HOPKINS MN 55343			Summary Total					150.00
				Payment Amount					150.00
100506	US POSTMASTER	POSTAGE FOR BIZ EXPO	PV	75835	001	09230	3/12/2015	031215	1,438.05

Bank Account	00002224 CASH IN BANK
Version	LOGIS003V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2015

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		POSTCARDS							
	US POSTMASTER			Summary Total					1,438.05
				Payment Amount					1,438.05
112721	W W GOETSCH ASSOCIATES INC	REPAIR LIFT STAT 4, PUMP 2	PV	75874	001	09602	2/27/2015	94042	2,774.00
	W W GOETSCH ASSOCIATES INC 5250 WEST 74TH STREET MINNEAPOLIS MN 55439-2226			Summary Total					2,774.00
				Payment Amount					2,774.00
100539	WRIGHT TIRE SERVICE INC	TIRES FOR PATCHING TRAILER	PV	75735	001	09101	2/17/2015	20846	307.96
	WRIGHT TIRE SERVICE INC			Summary Total					307.96
	710 WEST MAIN STREET	2 TIRES FOR 566	PV	75736	001	09101	3/3/2015	21280	225.64
	ANOKA MN 55303			Summary Total					225.64
		CREDIT	PD	75836	001	09101	3/3/2015	83313	8.00-
				Summary Total					8.00-
				Payment Amount					525.60
				Total Amount to be Processed					298,732.33
				Total Number of Payments to be Processed					67

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	12/31/2015	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount
101172	KUECHLE UNDERGROUND INC	PAY EST 4 RIVERDALE DR IMPROV	PV	75856	001	09497	3/16/2015	031615	262,019.96

KUECHLE UNDERGROUND INC
10998 STATE HWY 55
PO BOX 509
KIMBALL MN 55353

Summary Total	262,019.96
Payment Amount	262,019.96
Total Amount to be Processed	262,019.96
Total Number of Payments to be Processed	1

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

RESOLUTION #15-03-076

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF MARCH 5, 2015 THROUGH MARCH 18, 2015.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of March 5, 2015, through March 18, 2015, in the amount of $882,361.30 and

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

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

1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period March 5, 2015, through March 18, 2015, in the amount of $ 882,361.30.

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 Riley
Councilmember Shyrock
Councilmember Williams
Councilmember Johns
Councilmember Kuzma
Councilmember LeTourneau

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 24th day of March, 2015.

Mayor

ATTEST:

City Clerk

CC Regular Session **4. 5.**

Meeting Date: 03/24/2015

By: Chris Anderson, Community Development

Information

Title

Adopt Resolution #15-03-080 Granting Final Plat Approval of Rowe Addition; Case of John and Sharon Rowe

Purpose/Background:

The City has received Sketch Plan and Final Plat applications for a Minor Plat known as Rowe Addition, located at 17059 Nowthen Blvd NW (the "Subject Property"). The Minor Plat will result in the creation of one (1) lot with an existing home on it and an outlot. A recent Ordinance Amendment approved by City Council now allows minor plats to be processed administratively by Staff with the Final Plat being placed on the Consent Agenda authorizing the necessary signatures on the Plat.

Notification:

Staff attempted to notify all property owners within 700 feet of the Subject Property of the Minor Plat request.

Observations/Alternatives:

The Subject Property is approximately twenty-two (22) acres in size and is zoned R-1 Residential (MUSA). There is a single family home on the Subject Property that will remain. The purpose of the Plat is to separate the majority of the land from the home and plat it as an Outlot. Thus, the net result of this Plat is no new buildable lots.

Lot 1 meets all required bulk standards (lot size, frontage, setbacks, etc.). Since no new buildable lots are being created, there are no development fees due (park dedication, trail development, stormwater management). The Plat is dedicating the necessary right-of-way to Anoka County along County State Aid Highway (CSAH) 5 but doesn't dedicate access to Anoka County adjacent to the Outlot. Staff has forwarded the Plat to Anoka County Highway Department for comments but feels that the access question can be addressed in the future should development be proposed on the Outlot. Note that the existing driveway access to CSAH 5 servicing the existing single family home will remain in place.

There are no utilities being installed nor any proposed grading for this Plat. Engineering Staff has reviewed the Plat and is satisfied with the proposed Drainage and Utility Easements that will be dedicated to the City.

Standard City policy is to require trail along both sides of county roads. While trail construction would not be required as part of this Plat, a fifteen (15) foot Trail Easement should be granted to the City to reserve a corridor for trail construction in the future (possibly in connection with development of the Outlot, if that were to eventually occur).

Alternatives

Option #1: Adopt Resolution #15-03-080 granting Final Plat approval for Rowe Addition contingent upon granting a Trail Easement to the City. There are no new buildable lots being created with this Plat nor are any improvements being constructed. The Plat meets all bulk standards for the R-1 Residential (MUSA) zoning district. With the adoption of a recent Ordinance Amendment, Minor Plats are now processed administratively with the exception of placing a resolution on the City Council's Consent Agenda authorizing the necessary signatures on the Plat. Staff supports this option.

Option #2: Do not adopt Resolution #15-03-080. By not adopting this resolution, the Plat would not be approved

and the property would remain as it is today, which consists of approximately twenty-two (22) acres and one single family home. There does not appear to be any issues with the proposed Plat as it relates to platting requirements in City Code and thus, Staff does not support this option.

Funding Source:

The Applicant is responsible for all costs associated with this request.

Recommendation:

City Staff recommends adopting Resolution #15-03-080 granting Final Plat approval of Rowe Addition contingent upon granting a fifteen (15) foot Trail Easement to the City across the western portion of Lot 1.

Action:

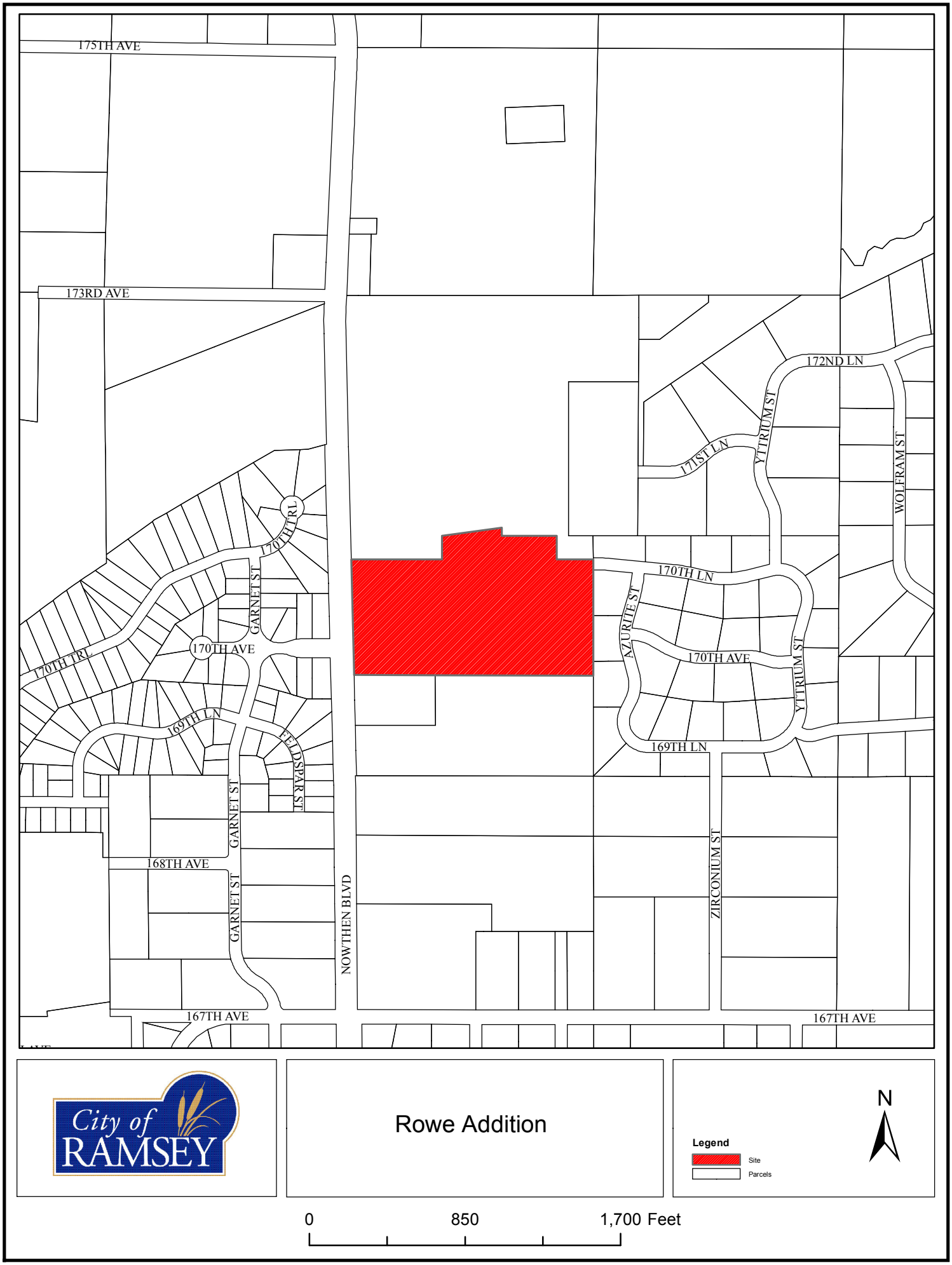
Motion to adopt Resolution #15-03-080 granting Final Plat approval of Rowe Addition contingent upon granting a fifteen (15) foot Trail Easement to the City across the western portion of Lot 1.

Attachments

Site Location Map
Sketch Plan
Final Plat
DRAFT: Resolution #15-03-080

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	03/19/2015 08:23 AM
Kurt Ulrich	Kurt Ulrich	03/19/2015 09:12 AM
Form Started By: Chris Anderson		Started On: 03/17/2015 11:13 AM
Final Approval Date: 03/19/2015		


175TH AVE
173RD AVE
172ND LN
171ST LN
YTTRIUM ST
WOLFRAM ST
170TH TRL
GARNET ST
170TH LN
AZURITE ST
170TH AVE
YTTRIUM ST
169TH LN
FELDSPAR ST
GARNET ST
ZIRCONIUM ST
168TH AVE
GARNET ST
NOWTHEN BLVD
167TH AVE
167TH AVE
City of RAMSEY
Rowe Addition
Legend
Site
Parcels
N
0
850
1,700 Feet

Sketch Plan
~ of ~
# ROWE ADDITION
~ for ~
# JOHN & SHARON ROWE

N

100 0 100 200
SCALE IN FEET

LEGEND

- ● = DENOTES IRON MONUMENT FOUND
- ○ = IRON MONUMENT SET AND MARKED WITH LICENSE NO. 18420
- —— x —— = DENOTES EXISTING FENCE
- = DENOTES HYDRANT
- = DENOTES WATER LINE
- = DENOTES SANITARY SEWER MANHOLE
- = DENOTES SANITARY SEWER LINE
- = DENOTES ELECTRIC TRANSFORMER
- —P—BUR— = DENOTES EXISTING BURIED ELECTRIC
- = DENOTES TELEPHONE PEDESTAL
- — F/O — = DENOTES EXISTING BURIED FIBER OPTIC
- —T—BUR— = DENOTES EXISTING BURIED TELEPHONE



DESCRIPTION OF PROPERTY

That part of the West Half of the Northeast Quarter of Section 10, Township 32, Range 25, Anoka County, Minnesota, lying North of the South 550 feet thereof, and lying Southerly of the following described line:

Beginning at a point on the West line of said West Half of the Northeast Quarter distant 130 feet Southerly of the Northwest corner of the Southwest Quarter of said Northeast Quarter, for the purposes of this description, said West line is assumed to bear South 0°37'06" East; thence North 89°52'21" East, parallel with the North line of said Southwest Quarter of the Northeast Quarter, 517.93 feet; thence North 0°37'06" West a distance of 130 feet to the North line of said Southwest Quarter of the Northeast Quarter; thence North 82°13'32" East a distance of 330 feet; thence South 0°37'06" East a distance of 43.91 feet to the North line of said Southwest Quarter of the Northeast Quarter; thence North 89°52'21" East, along said North line, a distance of 298.70 feet; thence South 0°37'06" East a distance of 130 feet; thence North 89°52'21" East, parallel with said North line, a distance of 198.97 feet to the East line of said West Half of the Northeast Quarter, said line there terminating.

NOTES:

1. The professional surveyor has made no investigation or independent search for easements of record, encumbrance, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
2. Site Topography consists of 2011 Lidar Contours obtained from Minnesota Geospatial Information Office. (2 foot contours).
3. The underground utilities shown have been located from field survey information per Gopher State One Call Ticket No. 143490864 and available records. The surveyor makes no guarantees that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has not physically located the underground utilities. Prior to any excavation, contact Gopher State One Call for an on-site location (612-454-0002). The subsurface utility information on this survey is utility quality level D. This quality level was determined according to the guidelines of CI/ASCE 38-2, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data.

Municipality: City of Ramsey

Existing Zoning: R-1 MUSA

Watershed District: Lower Rum River WMO

Plat Area:
- Total Area: 937,052 sq. ft. = 21.51 acres
- Proposed ROW: 12,057 sq. ft. = 0.28 acres
- Park Area: 0 sq. ft. = 0.00 acres

Building Setbacks:
- Front yard: 30 feet
- Rear yard: 30 feet
- Side yard (Habitable): 10 feet
- Side yard (Uninhabitable): 6 feet

Lot Summary:
- Number of Lots: 2 (1 Residential & 1 Outlot)
- Residential Lot Area: 2.908 acres
- Outlot Area: 18.602 acres

Owner/Subdivider: John & Sharon Rowe, 17059 Nowthen Blvd. NW, Ramsey, MN 55303, 612-816-1395

Designer/Surveyor: Hakanson Anderson Assoc., 3601 Thurston Avenue, Anoka, MN 55303, (763) 427-5860

DATE	REVISION

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

CHARLES R. CHRISTOPHERSON, LS
Date 12/22/14 Lic. No. 18420

DESIGNED BY: CRC
DRAWN BY: SMM
CHECKED BY: CRC

Hakanson Anderson Assoc., Inc.
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.haa-inc.com

ROWE ADDITION

JOHN & SHARON ROWE

SKETCH PLAN

CITY OF RAMSEY, MINNESOTA

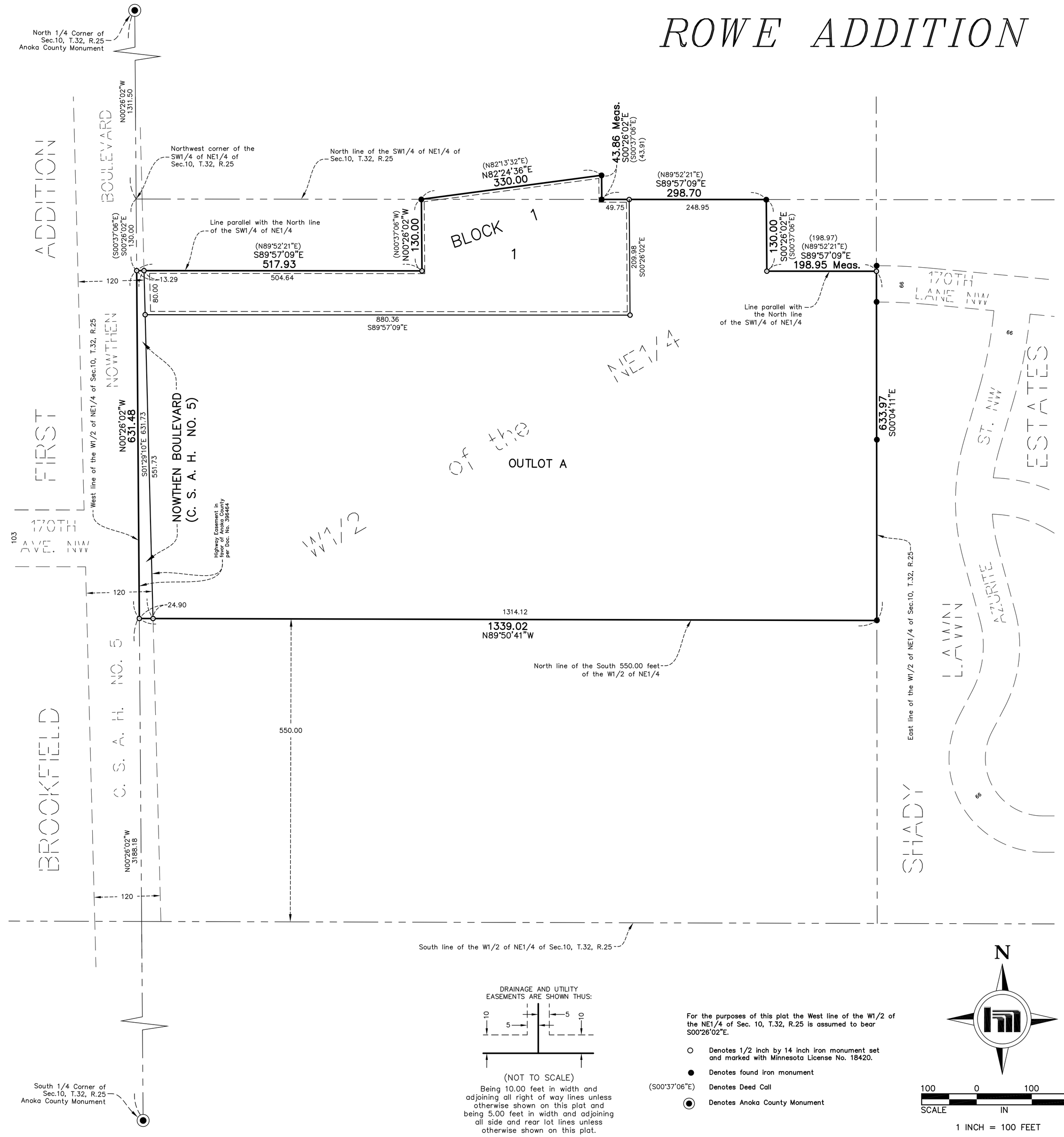
SHEET 1 OF 1 SHEETS

3896.01

Jan 05, 2015 - 8:22am
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ROWE ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 10, T. 32, R. 25



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

(NOT TO SCALE)

Being 10.00 feet in width and adjoining all right of way lines unless otherwise shown on this plat and being 5.00 feet in width and adjoining all side and rear lot lines unless otherwise shown on this plat.

For the purposes of this plat the West line of the W1/2 of the NE1/4 of Sec. 10, T.32, R.25 is assumed to bear S00°26'02"E.

○ Denotes 1/2 inch by 14 inch iron monument set and marked with Minnesota License No. 18420.

● Denotes found iron monument

(S00°37'06"E) Denotes Deed Call

◉ Denotes Anoka County Monument

N

100 0 100 200
SCALE IN FEET

1 INCH = 100 FEET

KNOW ALL PERSONS BY THESE PRESENTS: That John A. Rowe and Sharon R. Rowe, husband and wife, owner of the following described property:

That part of the West Half of the Northeast Quarter of Section 10, Township 32, Range 25, Anoka County, Minnesota, lying North of the South 550 feet thereof, and lying Southerly of the following described line:

Beginning at a point on the West line of said West Half of the Northeast Quarter distant 130 feet Southerly of the Northwest corner of the Southwest Quarter of said Northeast Quarter, for the purposes of this description, said West line is assumed to bear South 0°37'06" East; thence North 89°52'21" East, parallel with the North line of said Southwest Quarter of the Northeast Quarter, 517.93 feet; thence North 0°37'06" West a distance of 130 feet to the North line of said Southwest Quarter of the Northeast Quarter; thence North 82°13'32" East a distance of 330 feet; thence South 0°37'06" East a distance of 43.91 feet to the North line of said Southwest Quarter of the Northeast Quarter; thence North 89°52'21" East, along said North line, a distance of 298.70 feet; thence South 0°37'06" East a distance of 130 feet; thence North 89°52'21" East, parallel with said North line, a distance of 198.97 feet to the East line of said West Half of the Northeast Quarter, said line there terminating.

Have caused the same to be surveyed and platted as ROWE ADDITION and do hereby dedicate to the public for public use the public way and the drainage and utility easements as shown on this plat.

In witness whereof said John A. Rowe and Sharon R. Rowe have hereunto set their hands this ___ day of _____, 201___.

John A. Rowe

Sharon R. Rowe

STATE OF MINNESOTA

COUNTY OF_____

This instrument was acknowledged before me this ____ day of _____ , 201___ by John A. Rowe and Sharon R. Rowe, husband and wife.

Notary Public, Minnesota
My commission expires _____

I Charles R. Christopherson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____ , 201___.

Charles R. Christopherson, Licensed Land Surveyor
Minnesota License No. 18420

STATE OF MINNESOTA
COUNTY OF ANOKA

This instrument was acknowledged before me this _____ day of _____ , 201___ by Charles R. Christopherson.

Notary Public, Minnesota
My commission expires _____

City Council, City of Ramsey, Minnesota

This plat of ROWE ADDITION was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this _____ day of _____, 201___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Ramsey, Minnesota

By : _____ , Mayor By : _____ , Clerk

ANOKA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____ , 201___.

Larry D. Holum,
Anoka County Surveyor

ANOKA COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20_____ on the land hereinbefore described have been paid.

Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this_____ day of_____, 201___.

Property Tax Administrator

By_____ , Deputy

ANOKA COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

I hereby certify that this plat of CREEKSIDE MEADOWS was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____ , 201___, at_____ o'clock_____M. and was duly recorded in Book _____ Page _____ , as Document Number _____ .

County Recorder/Registrar of Titles

By _____ , Deputy

Hakanson Anderson

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

RESOLUTION #15-03-080

RESOLUTION GRANTING FINAL PLAT APPROVAL OF ROWE ADDITION

WHEREAS, John and Sharon Rowe, hereinafter referred to as "Developer", properly applied to the City of Ramsey (the "City") for Sketch Plan and Final Plat of the following described property located in the City of Ramsey:

> That part of the west half of the Northeast Quarter of Section 10, Township 32, Range 25, Anoka County, Minnesota, lying north of the south 550 feet thereof, and lying southerly of the following described line: Beginning at a point on the west line of said west half of the Northeast Quarter distant 130 feet southerly of the northwest corner of the Southwest Quarter of said Northeast Quarter, for the purposes of this description, said west line is assumed to bear south 0'37'06" east; thence north 89'52'21" east, parallel with the north line of said Southwest Quarter of the Northeast Quarter, 517.93 feet; thence north 0'37'06" west a distance of 130 feet to the north line of said Southwest Quarter of the Northeast Quarter; thence north 82'13'32" east a distance of 330 feet; thence south 0'37'06" east a distance of 43.91 feet to the north line of said Southwest Quarter of the Northeast Quarter; thence north 89'52'21" east along said north line, a distance of 298.70 feet; thence south 0'37'06" east a distance of 130 feet; thence north 89'52'21" east, parallel with said north line, a distance of 198.97 feet to the east line of said west half of the Northeast Quarter, said line there terminating.
>
> -or upon recording-
>
> Lot 1 Block 1 and Outlot A Rowe Addition
>
> (the "Subject Property")

WHEREAS, on February 19, 2015 the City of Ramsey received applications for Sketch Plan and Final Plat review for ROWE ADDITION from the Developer; and

WHEREAS, on March 24, 2015, the City Council reviewed the final plat of ROWE ADDITION.

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 grants final plat approval to ROWE ADDITION in accordance with relevant City Codes, contingent upon Developer granting a fifteen (15) foot Trail Easement to the City across the western portion of Lot 1.

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 24th day of March, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 6.**

Meeting Date: 03/24/2015

By: Jo Thieling, Administrative Services

Information

Title

Adopt Resolution #15-03-082 Recognizing the PACT Charter School Pantherettes and Resolution #15-03-083 Recognizing the Anoka High School Twisters Dance Team.

Purpose/Background:

Purpose: to adopt Resolutions recognizing PACT Charter School and Anoka High School Dance Teams for competing and placing in the Minnesota State High School League Tournament.

Background: Earlier in the agenda, Council presented certificates to the dance teams from PACT Charter School and Anoka High School. Council is now being asked to adopt Resolutions recognizing the two teams for their accomplishments. The resolutions are attached for Council review.

Recommendation:

Staff recommends Council adopt the resolutions recognizing the PACT and Anoka High School Dance Teams.

Action:

Motion to adopt Resolution #15-03-082 recognizing the PACT Charter School Pantherettes Dance Team and Resolution #15-03-083 recognizing the Anoka High School Twisters Dance Team.

Attachments

Res PACT Dance Team

Res Anoka Dance Team

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kathy Schmitz	03/23/2015 10:36 AM
Form Started By: Jo Thieling		Started On: 03/23/2015 09:52 AM
Final Approval Date: 03/23/2015		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-03-082

RESOLUTION RECOGNIZING THE PACT CHARTER SCHOOL PANTHERETTES DANCE TEAM FOR WINNING 6TH PLACE IN HIGH KICK AT STATE FINALS AND 8TH PLACE IN JAZZ AT THE STATE TOURNAMENT

WHEREAS, the Ramsey City Council is extremely proud to recognize the PACT Charter School Pantherettes Dance Team for winning 6th Place in High Kick at State Finals and 8th Place in Jazz at the 2015 Class A Minnesota State High School League Dance Tournament; and

WHEREAS, the Ramsey City Council recognizes this well-deserved placement at the State Level as accomplished through hard work, teamwork, and good sportsmanship of the players as well as great leadership by the coaching staff; and

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

1) That the Ramsey City Council hereby recognizes and congratulates the PACT Charter School Pantherettes Dance Team and its coaching staff, as well as their parents, on the outstanding achievement of earning 6th place in High Kick and 8th place in Jazz at the 2015 Class A Minnesota State High School League Dance Tournament.

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 24th of March, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-03-083

RESOLUTION RECOGNIZING THE ANOKA HIGH SCHOOL TWISTERS DANCE TEAM FOR WINNING 9th PLACE IN JAZZ AT THE STATE TOURNAMENT

WHEREAS, the Ramsey City Council is extremely proud to recognize the Anoka High School Twisters Dance Team for winning 9th Place in Jazz at the 2015 Class AAA Minnesota State High School League Dance Tournament; and

WHEREAS, the Ramsey City Council recognizes this well-deserved placement at the State Level as accomplished through hard work, teamwork, and good sportsmanship of the players as well as great leadership by the coaching staff; and

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

1) That the Ramsey City Council hereby recognizes and congratulates the Anoka High School Twisters Dance Team and its coaching staff, as well as their parents, on the outstanding achievement of earning 9th place in Jazz at the 2015 Class AAA Minnesota State High School League Dance Tournament.

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 24th of March, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **6. 1.**

Meeting Date: 03/24/2015

By: Bruce Westby, Engineering/Public Works

Information

Title:

PUBLIC HEARING: Adopt Resolution #15-03-073 Authorizing Plans and Specifications for 2015 Street Maintenance Program - Division B; Improvement Project 15-00

Purpose/Background:

Purpose:

The purpose of this case is to conduct a public hearing and authorize plans and specifications for Division B of the 2015 Street Maintenance Program; City Improvement Project #15-00.

Background:

On February 10th, 2015 the Ramsey City Council ordered a feasibility report for Division B of the 2015 Street Maintenance Program which proposes to mill and overlay existing bituminous pavement sections on approximately 3-miles of public streets in four developments as follows:

- Northfork - 160th Lane, Inverness Lane, Royal Road, Turnberry Court, Turnberry Turn, and York Circle
- Pondvale Estates - 150th Lane and Helium Street
- Rolling Green - 165th Lane, 166th Lane, Coquina Street, Dolomite Street, and Ebony Street
- Woodland Green - 156th Lane

Figures showing the proposed project locations and street segments identified above are attached for reference. Council accepted the Feasibility Report on March 10th, and ordered a Public Hearing for March 24th, 2015. The purpose of this Public Hearing is to present information about the project to the public including a description of the proposed improvements, estimated project costs, and proposed funding sources, which includes the use of special assessments. Property owners may then address the City Council with their questions or concerns regarding this project.

Special assessments are preliminarily proposed at $1,280 per benefiting property, which includes all properties having direct access to each of the improved streets. The preliminary assessment rate equals 25% of the project costs based on the estimated costs identified within the Feasibility Report. To be consistent with previous projects, and because each of the properties proposed to be assessed for the improvements all receive roughly the same level of benefit, the proposed assessment rate of $1,280 per property was applied equally over all street segments within the overall project.

It is important to note that City staff visually inspects each public street segment throughout the City, generally on an annual basis, to determine pavement conditions. Staff uses the Pavement and Surface Evaluation Rating (PASER) method to assign a numerical rating between 1 and 10 to each street segment. Streets rated with a 1 are considered to be failed pavements in need of complete reconstruction, while streets rated with a 10 are considered to be in excellent condition requiring no improvement. The street segments proposed to receive overlays in 2015 had 2014 PASER ratings of 3 or 4 making them excellent candidates for bituminous pavement overlays, which will

extend the life of the pavement approximately 20 years.

The existing right-of-ways along the street segments proposed to receive overlays as part of this project vary in width from 60 to 80 feet. The paved street segments vary in width from 24 to 32 feet. All proposed street segments in this project were constructed with varying thicknesses of bituminous pavement, and most have bituminous curbing. Some of the street segments utilize storm sewer systems to provide stormwater drainage.

No sanitary sewer or water supply system improvements are proposed as part of this project.

A public information meeting was held on Wednesday, March 18th to present information about the proposed project to property owners proposed to be assessed for 25% of the project costs. This includes all properties having direct access to improved streets. During the meeting the following questions were asked of City staff in attendance, which included the City Engineer and Public Works Superintendent. Staff's general response follows each of the questions in italicized text.

1. Can/will the preliminary assessment amount change? *Staff response: Assessments for overlays are proposed to capture 25% of project costs so yes, assessments could be increased or reduced based on actual construction costs but would probably not change significantly.*
2. Is the assessment amount the same for everyone? *Staff response: The preliminary assessment amount of $1,280 is the same for everyone, regardless of the street or neighborhood, since each property is assumed to receive similar benefit.*
3. How do lot sizes compare across the project areas? *Staff response: Lot sizes vary across the project areas with sizes ranging from one-quarter acre (Pondvale Estates) to over three acres (Northfork).*
4. Could the assessments be split out by project area? *Staff response: The adopted Special Assessment Policy allows assessments to be applied using one or a combination of three different methods including; i) per lot, ii) area, or iii) adjusted front footage.*
5. Could some streets or areas be removed from the project? *Staff response: The scope of the project could change based on comments received at the public information meeting or at the public hearing, or if the bids received come in higher than anticipated.*
6. How long could my access be restricted during construction? *Staff response: The longest anyone's access would be restricted during construction is about 15 minutes. Mill and overlay operations move quite quickly.*
7. Will sidewalks be added to any streets? *Staff response: No new sidewalks are proposed to be constructed with this project.*

Other more general questions were also asked about the assessment process itself including what the term of the assessment would be (staff recommends 5 years), and whether the assessment would have to be paid off before a property could be sold (staff responded in the affirmative, but noted this would need to be verified).

In the interest of full disclosure City staff also explained the special assessment petition provisions contained within Chapter 8 of the City Charter. Staff also recommended the attendees visit the project web site at http://www.ci.ramsey.mn.us/2015/StreetMaintenance if they thought of additional questions after the meeting. Business cards were also available in case anyone wanted to contact staff directly at a later date.

Staff has also received several phone calls regarding the project. Based on feedback received to date, both by phone and at the public information meeting, impacted property owners generally understand the need to complete the improvements and do not object to the proposed assessments. Lastly, Staff anticipates numerous property owners will attend the Public Hearing, though at this time staff is not aware of any unanswered questions or unresolved issues regarding this project.

Notification:

As required by State Statute 429.031, public hearing notices were mailed to each owner of property proposed to be assessed for a portion of the improvements, were posted in the Municipal Center, and were published in the City's official newspaper.

Observations/Alternatives:

Observations:
The proposed improvements are consistent with the City's long-term Street Maintenance Program.

Abutting properties with direct access to street segments identified to be improved with this project are proposed to be assessed for 25% of the project costs. The "per lot" assessment method is recommended due to the similar benefit that will be realized by each property. The proposed use of special assessments conforms to the requirements set forth in State Statute Chapter 429, chapter 8 of the City Charter, applicable City code, and the recently adopted Special Assessments Policy.

According to the attached Feasibility Report, this project is necessary, feasible, and cost-effective from an engineering standpoint, and can be constructed as proposed herein.

Alternatives:
Alternative Action #1 – Motion to adopt Resolution #15-03-073 authorizing Plans and Specifications for the 2015 Street Maintenance Program - Division B; Improvement Project #15-00, as proposed by staff.

Alternative Action #2 – Motion to adopt Resolution #15-03-073 authorizing Plans and Specifications for the 2015 Street Maintenance Program - Division B; Improvement Project #15-00, with modifications as follows: _____.

Alternative Action #3 – Motion to deny adoption of Resolution #15-03-073 at this time.

Funding Source:
Plans and specifications will be completed in-house as part of staff's regular duties.

The Engineer's opinion of probable costs for this project is $634,880. Estimated costs include 10% contingency costs, plus 25% indirect costs for administrative, engineering, and legal costs.

This improvement project is identified in the City's 5-year Capital Improvement Plan, and is proposed to be funded initially using Street Reconstruction Plan Bonds per the City's 5-year Street Reconstruction Overlay Program.

Preliminary special assessments are proposed in the amount of $1,280 per lot. A total of 124 assessable properties are identified in the feasibility report resulting in a total assessment amount of $158,720 which equals 25% of the estimated project costs in accordance with the City's adopted Special Assessments Policy.

IP #15-00 Division B Estimated Special Assessments 5 - Year Term				
		4.100%		**Pay-off**
Year	**Principal Payment**	**Interest Payment**	**Total Payment**	**Balance**
				1280.00
2016	256.00	63.84	319.84	1024.00
2017	256.00	41.98	297.98	768.00
2018	256.00	31.49	287.49	512.00
2019	256.00	20.99	276.99	256.00
2020	256.00	10.50	266.50	0.00
Total	**$ 1,280.00**	**$168.84**	**$ 1,448.80**	

Recommendation:

Staff recommends approving Alternative Action #1, but would support Alternative Action #2 if Council wishes to direct staff to make minor modifications to the project while preparing plans and specifications.

Staff does not support Alternative Action #3 since the proposed improvements are feasible, necessary, and cost-effective from an engineering standpoint, and delaying the work may result in increased project costs in the future.

Action:

Approve or deny adoption of Resolution #15-03-073 authorizing preparation of plans and specifications for Division B of the 2015 Street Maintenance Program; Improvement Project #15-00.

Attachments

Resolution 15 03 073

Feas Report IP 1500 DivB

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	03/19/2015 08:06 AM
Kurt Ulrich	Kurt Ulrich	03/19/2015 09:10 AM
Form Started By: Bruce Westby		Started On: 03/13/2015 07:54 AM
Final Approval Date: 03/19/2015		

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

RESOLUTION #15-03-073

RESOLUTION ORDERING PLANS AND SPECIFICATIONS FOR 2015 STREET MAINTENANCE PROGRAM - DIVISION B; CITY IMPROVEMENT PROJECT #15-00

WHEREAS, pursuant to a resolution of the City Council adopted February 10th, 2015, a Feasibility Report was prepared by the City Engineer with reference to proposed bituminous pavement overlay improvements to numerous public street segments within the City of Ramsey as Division B of the 2015 Street Maintenance Program, including other necessary appurtenant work; and

WHEREAS, pursuant to a resolution of the City Council adopted March 10th, 2015, the Feasibility Report was received and accepted, and a Public Hearing was ordered for March 24th, 2015 at 7 p.m., where the City Council will consider the proposed improvements for said streets in accordance with the Feasibility Report; and

WHEREAS, benefiting properties are proposed to be assessed for all or a portion of the cost of the improvements, pursuant to Minnesota Statutes, Chapter 429, and in accordance with Chapter 8 of the City Charter, applicable City codes, and the City of Ramsey's adopted Special Assessments Policy; and

WHEREAS, the City Clerk gave mailed and published notice of such hearing and improvements as required by law; and

WHEREAS, the City Council conducted a public hearing for the proposed improvements on March 24th, 2015; and

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

1. Such improvement is necessary, cost-effective and feasible as detailed in the Feasibility Report accepted by Council on March 10th, 2015.

2. Pursuant to Minnesota Statues, Chapter 429, and in accordance with Chapter 8 of the City Charter, applicable City codes, and the City of Ramsey's adopted Special Assessments Policy, benefiting properties shall be assessed for all or a portion of the cost of the improvements, which have an estimated total cost of $634,880.

3. The City Engineer is hereby designated as the engineer for this improvement, and the engineer is ordered to prepare plans and specifications for the making of such improvements.

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 24th day of March, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

2015 STREET MAINTENANCE PROGRAM
DIVISION B: OVERLAY IMPROVEMENTS

CITY OF RAMSEY
PROJECT NO. 15-00

March 4, 2015

Prepared By:

City of Ramsey
Engineering Department
7550 Sunwood Drive
Ramsey, MN 55303
763-433-9820
763-433-9848 (Fax)

March 4, 2015

Honorable Mayor and City Council
City of Ramsey
7550 Sunwood Drive
Ramsey, MN 55303

Re: Feasibility Report for City of Ramsey Improvement Project No. 15-00
2015 Street Maintenance Program - Division B: Overlay Improvements

Dear Mayor and City Council Members:

Transmitted herewith is a Feasibility Report for the proposed 2015 Street Maintenance Program - Division B: Overlay Improvements.

The report examines the feasibility of overlaying approximately 494,000 square feet of public streets in several areas within the City of Ramsey, and other necessary appurtenant improvements.

This Feasibility Report examines the scope of the proposed improvements, explores estimated costs and available funding sources, defines a preliminary project schedule, examines whether the improvements should be completed as proposed or in connection with another improvement, and provides a determination for the necessity, feasibility and cost-effectiveness of the proposed improvements.

I would welcome the opportunity to discuss this report with you at your convenience. Please feel free to call me at 763-433-9825 with any questions.

Sincerely,
City of Ramsey

Bruce Westby, PE
City Engineer

Enclosure

C: Kurt Ulrich, City Administrator*
Diana Lund, Finance Director*
Grant Reimer, Public Works Superintendent*
Leonard Linton, Civil Engineer II*

*Electronic copy only

CERTIFICATION

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

Bruce Westby, PE

Date: March 4, 2015 License No. 40116

I hereby certify that this plan, specification or report was reviewed for Quality Control and Quality Assurance purposes and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Leonard Linton, PE

Date: March 4, 2015 License No. 21112

TABLE OF CONTENTS

TITLE SHEET
LETTER OF TRANSMITTAL
CERTIFICATION SHEET
TABLE OF CONTENTS

1. EXECUTIVE SUMMARY 1

2. INTRODUCTION 2

2.1 Authorization 2
2.2 Program Overview 2
2.3 Scope 2

3. EXISTING CONDITIONS 3

3.1 Existing Streets 3
3.2 Watermain 3
3.3 Sanitary Sewer 3
3.4 Storm Sewer/Drainage 3

4. PROPOSED IMPROVEMENTS 4

4.1 Bituminous Pavement Overlays 4
4.1.1 Pavement Condition Evaluation/Ratings 4
4.1.2 Project Area Selection 4
4.1.3 Other Considerations 4
4.2 Stormwater Improvements 5
4.3 Water Main Improvements 5
4.4 Sanitary Sewer Improvements 5
4.5 Construction Methods 5
4.6 Private Utilities 5
4.7 Permits 6
4.8 Right-of-Ways/Easements 6

5. FINANCING 7

5.1 Opinion of Cost 7
5.2 Funding 7
5.2.1 Assessments 7
5.2.2 City Contribution 7

6. PROJECT SCHEDULE 8

7. CONCLUSIONS AND RECOMMENDATIONS 9

Appendix A

Project Location Figures

- Overall Project Locations Exhibit
- Exhibit A – Northfork Oaks/Point
- Exhibit B – Rolling Green
- Exhibit C – Pondvale Estates/Woodland Green

Appendix B

Street Segments Summary

Appendix C

Preliminary Assessment Maps

- Exhibit A – Northfork Oaks/Point
- Exhibit B – Rolling Green
- Exhibit C – Pondvale Estates/Woodland Green

Preliminary Assessment Rolls

- Exhibit A1 – Northfork Oaks
- Exhibit A2 – Northfork Point
- Exhibit B – Rolling Green
- Exhibit C1 – Pondvale Estates
- Exhibit C2 – Woodland Green

1. EXECUTIVE SUMMARY

Division B of City Improvement Project 15-00 proposes to complete bituminous pavement overlay improvements to numerous public street segments within the City of Ramsey, including other associated appurtenant improvements as outlined in this report. Approximately 494,000 square feet of public streets in several areas of the City are proposed to receive overlay improvements.

Appendix A includes an overall project location map, as well as four exhibits showing the individual project areas**.**

City staff typically rates the pavement sections of all city streets on an annual basis using the Pavement and Surface Evaluation Rating (PASER) system. The latest PASER rating for each street segment proposed to receive an overlay with this project is included in the street segments summary found in ***Appendix B***.

On February 10th, 2015 the Ramsey City Council ordered this feasibility report which explores the need, scope, costs, funding sources, and proposed schedule for the project.

The engineer's opinion of probable costs for this project is $634,880. Estimated costs include 10% contingency costs plus 25% indirect costs for administrative, engineering, and legal costs.

The improvements proposed with this project are identified in the City's current 5-year Capital Improvement Plan, and can be funded using a combination of Street Reconstruction Plan Bond funds, special assessments to benefiting properties, and utility enterprise funds. ***Appendix C*** includes a preliminary assessment roll and map.

The proposed improvements are necessary, feasible, and cost-effective from an engineering standpoint, and can be constructed as proposed herein.

2. INTRODUCTION

2.1 Authorization

Preparation of this feasibility report was authorized by the Ramsey City Council on February 10th, 2015.

2.2 Program Overview

This project is designated as Division B of the 2015 Street Maintenance Program; Improvement Project No. 15-00.

Division A of the 2015 Street Maintenance Program is proposed to include all crack seal and seal coat projects, and will be bid separately in the spring of 2015. In the future, all proposed street reconstruction projects will be included as Division C of each annual Street Maintenance Program. But due to the recent adoption of the Special Assessments Policy, the proposed street reconstruction project for 2015 will be completed as a separate improvement project since it was already in progress at the time the assessment policy was adopted.

This feasibility report explores proposed overlay improvements to approximately 494,000 square feet of public streets within several areas of the City. The street segments are proposed to receive 1½" bituminous overlays with edge milling along curbs. Associated appurtenant improvements are also proposed to be completed as necessary and as outlined in this report.

Maps showing the location of the proposed improvements are included in ***Appendix A***.

2.3 Scope

The scope of this report addresses proposed overlay improvements to approximately 310,000 square feet of public streets within several areas of the City as shown in ***Appendix A***.

3. EXISTING CONDITIONS

3.1 Existing Streets

The existing right-of-ways along the street segments proposed to receive overlays as part of this project generally vary in width from 60 to 80 feet. The paved street segments vary in width from 24 to 32 feet. All streets in this project were constructed with bituminous pavement and curbing, and many of the street segments contain storm sewer. The thickness of the bituminous pavement sections vary.

City staff visually inspects each public street segment throughout the City, typically on an annual basis, to determine the pavement condition. Staff uses the Pavement and Surface Evaluation Rating (PASER) method to assign a numerical rating between 1 and 10 to each street segment. Streets rated with a 1 are considered to be failed pavements in need of complete reconstruction, while streets rated with a 10 are considered to be in excellent condition therefore requiring no improvement. The street segments proposed to receive overlays in 2015 had 2014 PASER ratings of 3 and 4 making them excellent candidates for bituminous pavement overlays, which will extend the life of the pavement approximately 20 years.

Based on the manner in which the existing pavement is deteriorating, staff does not believe there are any issues with subgrade soils that will negatively impact the design life of the proposed improvements. Staff also does not believe that groundwater will be a concern for any of the proposed improvements.

3.2 Watermain

Watermain does not exist under any of the streets in the proposed project areas.

3.3 Sanitary Sewer

Sanitary sewer does not exist under any of the streets in the proposed project areas.

3.4 Storm Sewer/Drainage

Storm sewer exists under several of the streets in the proposed project areas, but it is not proposed to complete any significant repairs or storm sewer construction as part of this project.

4. PROPOSED IMPROVEMENTS

4.1 Bituminous Pavement Overlays

4.1.1 Pavement Condition Evaluation/Ratings

City staff typically evaluates and rates the pavement condition of all city streets on an annual basis using the Pavement and Surface Evaluation Rating (PASER) system. This requires someone to visually evaluate each pavement surface throughout the City based on the type, extent and severity of each pavement distresses observed. Numerous types of pavement distresses may exist within a pavement section including, but not limited to, alligator cracking, block cracking, longitudinal cracking, transverse cracking, rutting, raveling, shoving, potholes and patches.

The types and severities of each pavement distress are then used to determine the PASER rating for each street, which is a numerical index between 1 and 10 that indicates the condition of a pavement based on the various pavement distresses recorded during visual observations. A PASER value of 10 represents a brand new pavement section, while a PASER rating of 1 represents a pavement section that has fallen into total disrepair and requires complete reconstruction.

Once staff gathers the updated field data, it is then recorded in a Microsoft Excel pavement management database. This database is then used by staff to determine the most cost-effective pavement rehabilitation method for each street segment, and to schedule annual long-term Street Maintenance Program projects.

4.1.2 Project Area Selection

Staff reviewed the existing PASER ratings database to identify all street segments throughout the City having PASER ratings of 3 or 4 since these are the best candidates for pavement overlay projects. These segments were then evaluated as to proximity and overall scope to determine which segments could be grouped together as this typically reduces bid prices related to equipment mobilization, which can account for 10% or more of the bid price.

Several project areas were selected for overlay improvements as part of Division B of City Improvement Project No. 15-00. In total, approximately 494,000 square feet of pavement is proposed to receive overlay improvements. ***Exhibits A, B, and C in Appendix A*** show the location and scope of the proposed 2015 overlay improvements.

4.1.3 Other Considerations

Driveways:
Overlaying of existing residential driveway aprons will be needed to varying degrees with this project. The limits of each overlay will vary with each driveway based on the elevation of the street abutting the driveway apron, the driveway pavement condition and type, and the locations of existing driveway pavement joints.

During construction, staff will evaluate the construction limits for each driveway and will work with each of property owner to determine the proper overlay limits in the field. Right-of-entry forms may be needed from residential property owners to complete work outside City right-of-ways and easements.

Pedestrian Facilities:
Pedestrian facilities exist along several of the street segments proposed to receive an overlay. Staff will evaluate potential impacts to each facility in the field to determine whether any adjustments are needed.

4.2 Stormwater Improvements

No widening of streets is proposed with this project so stormwater improvements are proposed to be limited to casting adjustments of storm sewer structures.

4.3 Water Main Improvements

No watermain improvements are proposed with this project.

4.4 Sanitary Sewer Improvements

No sanitary sewer improvements are proposed with this project.

4.5 Construction Methods

An edge mill will first be performed along the curb line of each street segment. Then all existing metal castings for sanitary sewer, storm sewer, and watermain infrastructure will be raised, after which the pavement will be swept to remove any loose debris. A coating of bituminous tack material will then be applied to the existing pavement which serves as a glue to adhere the bituminous overlay to the existing bituminous pavement. Each street will then receive a 1½" bituminous overlay lift.

If required, pavement striping will be completed last.

4.6 Private Utilities

Staff has not yet met with telephone, gas, and/or cable utilities regarding this project. If the City Council orders this project, staff will meet with the private utility companies as noted in the project schedule included in this report to discuss the proposed improvements, and to determine if modifications are feasible to minimize impacts to private utilities, including potential power pole impacts.

Should any utility company decide to upgrade, replace, or otherwise modify their services during the project, any such upgrades, replacements, or modifications will be at the sole discretion and cost of the private utility company.

City staff will contact Connexus Energy to determine if they would like to bury any of their overhead lines with this project.

4.7 Permits

Permits that are anticipated to be required as part of the proposed improvements include:

- Anoka County Highway Department Permit.....Work in Right-of-Way
- MPCA General Stormwater Permit (NPDES).....Grading and Storm Water

4.8 Right-of-Ways/Easements

It is anticipated that the vast majority of improvements will occur within existing City right-of-ways and/or easements. However, a small amount of work will likely need to occur within Anoka County and State Highway right-of-ways along County State Aid Highway 5/Nowthen Boulevard and Trunk Highway 47/Saint Francis Boulevard while matching into these highways, and on private properties when matching into private driveways and/or completing grading and establishing turf. However, it is not anticipated that the City will need to acquire any permanent right-of-way or easements for this project.

Rights of entries from individual property owners may need to be obtained prior to construction commencing for grading, driveway removals and paving, and restoration activities.

5. FINANCING

5.1 Opinion of Cost

The lump sum engineer's opinion of probable costs for this project is $634,880.

Estimated costs include 10% contingency costs, plus 25% indirect costs for administrative, engineering, and legal costs.

5.2 Funding

5.2.1 Assessments

Assessments are proposed to be levied against 124 properties that have direct access to each of the improved street segments. In accordance with the City's Special Assessments Policy, each property is proposed to be assessed based on the "per lot" method as each property will receive approximately the same benefit due to the proposed improvements.

Preliminary assessments are proposed in the amount of $1,280 per lot over each project area, resulting in a total assessment amount of $158,720. This represents 25% of the total eligible project costs in accordance with the adopted Special Assessments Policy. Each of the assessable properties is preliminarily proposed to be assessed for the improvements in accordance with the recently adopted Special Assessments Policy, chapter 8 of the City Charter, and applicable City codes.

The preliminary assessment map and roll are included in ***Appendix C.***

5.2.2 City Contribution

The City contribution to the project includes all funding in excess of the amount collected through special assessments to benefiting properties which totals $476,160. No funds were budgeted for this project in 2015. However, the City recently adopted a five-year street reconstruction overlay plan that will allow the City to issue street reconstruction bonds to cover all costs required to pay for the improvements proposed within this report, of which a portion will be repaid through special assessments.

This improvement project is included in the City's current 5-year Capital Improvement Plan.

6. PROJECT SCHEDULE

The proposed project schedule is as follows:

Council Orders Feasibility Report ..... February 10, 2015

Council Accepts Feasibility Report/Orders Public Hearing ..... March 10, 2015

Staff Conducts Public Information Meeting ..... March 18, 2015

Council Conducts Public Hearing/Authorizes Plans and Specifications ..... March 24, 2015

Council Approves Plans and Specifications/Authorizes Ad for Bids ..... May 26, 2015

Staff Receives Bids ..... June 19, 2015

Council Awards Contract ..... June 23, 2015

Contractor Begins Construction ..... July 2015

Contractor Completes Construction ..... September 2015

Council Conducts Assessment Hearing ..... October 13, 2015

7. CONCLUSIONS AND RECOMMENDATIONS

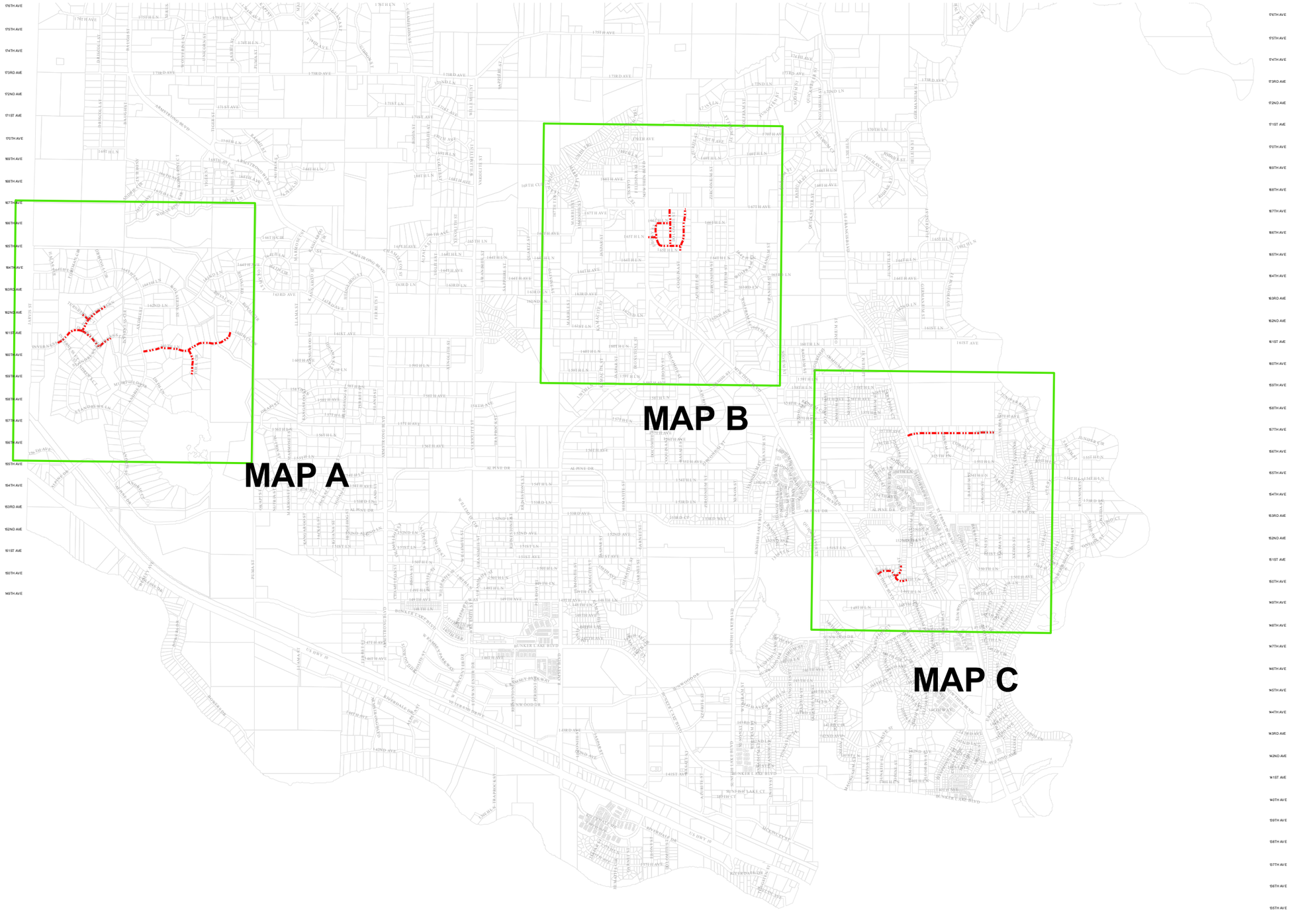
This feasibility report explores proposed overlay improvements to approximately 494,000 square feet of public streets in several areas of the City. The street segments are proposed to receive 1½" bituminous overlays. Other associated appurtenant improvements are proposed to be completed as necessary and as outlined in this report.

It is the recommendation of City staff that the improvements proposed with Division B of City Improvement Project No. 15-00 are feasible, necessary, and cost-effective from an engineering standpoint. Staff also recommends completing the proposed improvements as proposed within this report and not in connection with other proposed improvements.

APPENDIX A

Project Location Figures

2015 STREET MAINTENANCE OVERLAY PROJECTS
OVERALL EXHIBIT



Legend

OVERLAY

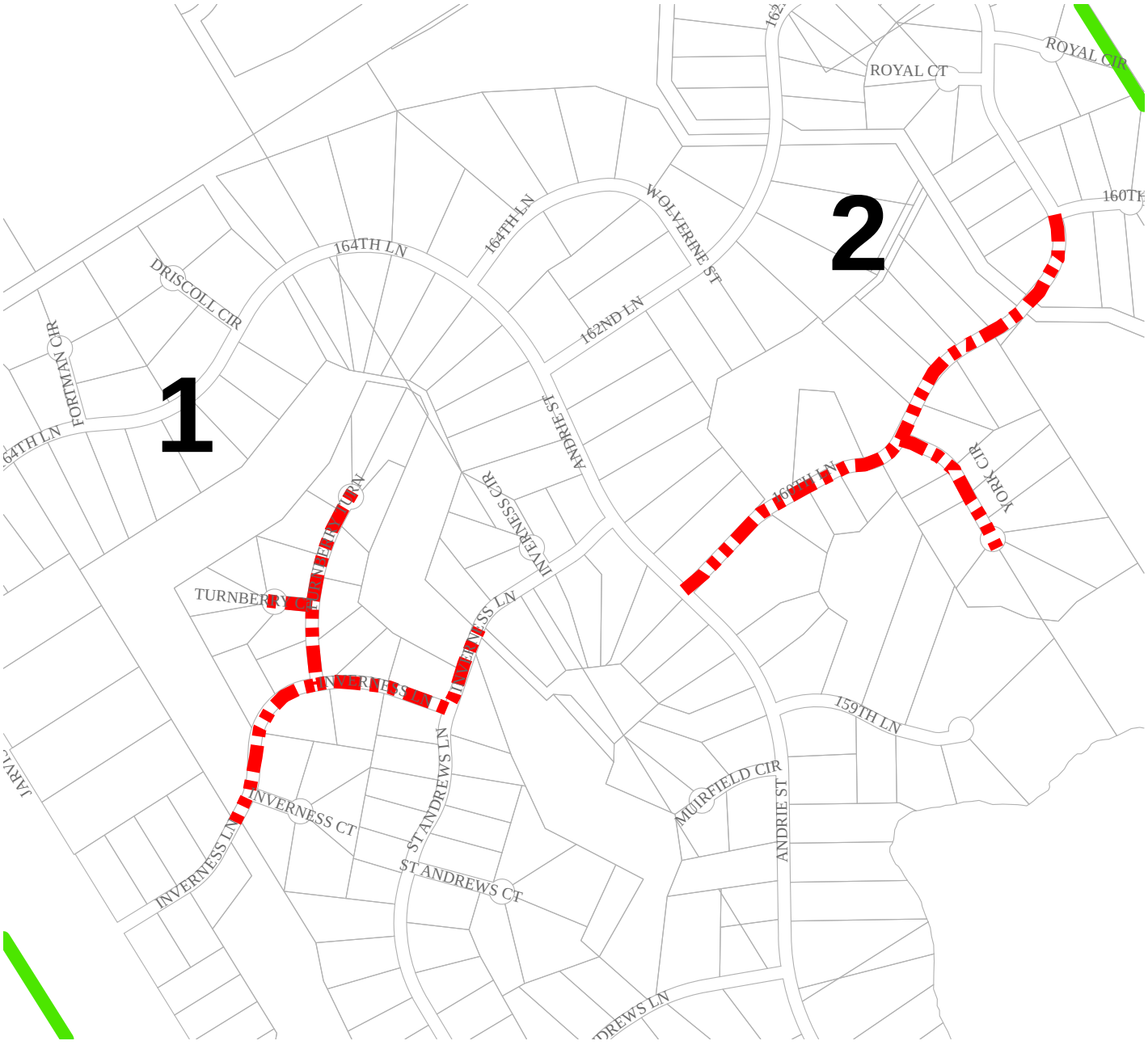
2015, OL

2015 Overlay Projects

March 2015

2015 STREET MAINTENANCE OVERLAY PROJECTS EXHIBIT

A



Feet

0 200 400 800 1,200 1,600

N

Legend

OVERLAY

February 2015

2015 STREET MAINTENANCE OVERLAY PROJECTS
EXHIBIT
B



February 2015

2015 STREET MAINTENANCE OVERLAY PROJECTS EXHIBIT

C



Feet

0 200 400 800 1,200 1,600

N

Legend

OVERLAY

February 2015

APPENDIX B

Street Segments Summary

2015 OVERLAY DETAIL

Plat	Name	DESCRIPTION	WIDTH	SQ_FT	PRG_YR	PRG_TYI	CDS_SF	Length Feet	RTG_2014
MSA									
	156th Lane	E EOP / TH 47	31	81,704	2015	OL	0	2,636	3
Northfork Highlands									
	Inverness Lane	Turnberry Turn / E EOP	31	35,348	2015	OL	0	1,140	3
	Inverness Lane	Turnberry Turn / W EOP	31	27,644	2015	OL	0	892	3
	Turnberry Court	Turnberry Turn / CDS	31	7,191	2015	OL	7,881	232	3
	Turnberry Turn	Inverness Lane / Turnberry Court	31	12,627	2015	OL	0	407	3
	Turnberry Turn	Turnberry Court / CDS	31	20,388	2015	OL	8,096	658	3
Northfork Oaks									
	160th Lane	160th Court / W EOP	31	17,170	2015	OL	0	554	4
Northfork Point									
	160th Lane	York Cir / E EOP	31	29,404	2015	OL	0	949	3
	160th Lane	Andrie St / York Cir	31	43,049	2015	OL	0	1,389	3
	York Cir	160th Lane / CDS	31	24,234	2015	OL	7,247	782	4
Pondvale Estates									
	150th Lane	CSAH 5 / E EOP	32	9,031	2015	OL	0	282	3
Pondvale Estates 2nd									
	150th Lane	W EOP / Helium St	32	10,993	2015	OL	0	344	3
	150th Lane	Helium St / E EOP	32	14,100	2015	OL	0	441	3
	Helium St	150th Lane / N EOP	32	13,020	2015	OL	0	407	3
Rolling Green									
	165th Lane	NW PC Ebony & 165th / Coquina St	24	16,661	2015	OL	0	694	4
	165th Lane	Nowthen Blvd / Ebony St	24	6,654	2015	OL	0	277	4
	166th Lane	SW PC Ebony & 166th Lane / Dolomite St	24	10,600	2015	OL	0	442	4

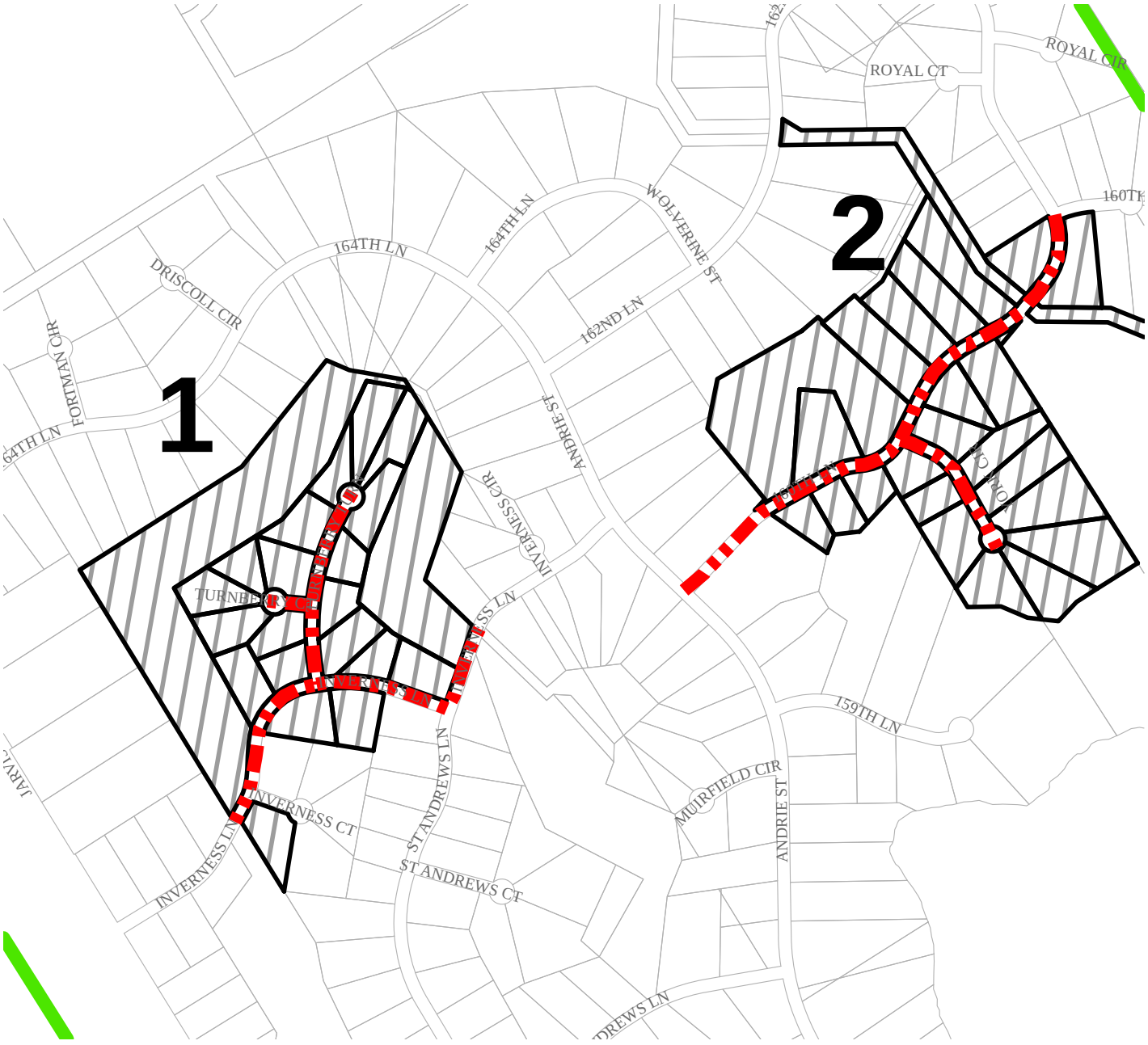
Plat	Name	DESCRIPTION	WIDTH	SQ_FT	PRG_YR	PRG_TYI	CDS_SF	Length Feet	RTG_2014
	Coquina St	S EOP / 167th Ave	24	32,141	2015	OL	0	1,339	4
	Dolomite St	165th Lane / 167th Ave	24	26,589	2015	OL	0	1,108	4
	Ebony St	NW PC @ 165th / SW PC @ 166th	24	14,097	2015	OL	0	587	4
TOTALS				**452,644**			**23,224**	**15,558**	

APPENDIX C

Preliminary Assessment Maps
Preliminary Assessment Rolls

2015 STREET MAINTENANCE OVERLAY PROJECTS EXHIBIT

A



Feet

0 200 400 800 1,200 1,600

N

Legend

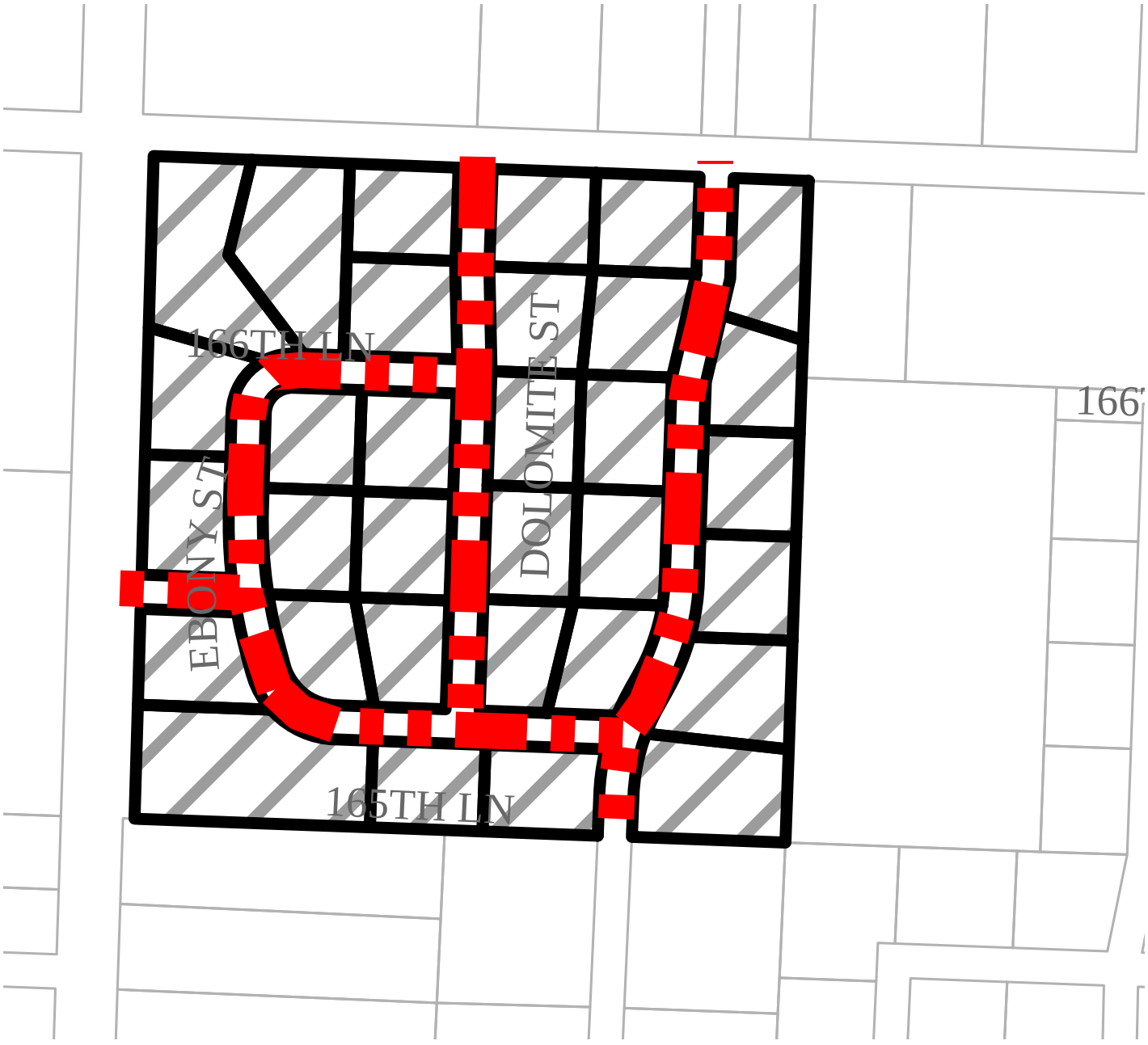
OVERLAY

Benefitted Properties

February 2015

2015 STREET MAINTENANCE OVERLAY PROJECTS EXHIBIT

B



February 2015

2015 STREET MAINTENANCE OVERLAY PROJECTS EXHIBIT

C



February 2015

OVERLAYS - 2015
EXHIBIT A1

PROPOSED ASSESSMENT ROLL - AREA A1 (NORTHFORK OAKS)							
PID	**Name/Owner**	**Address1**	**City**	**State**	**Zip**	**Assessable Units**	**Proposed Assessment**
183225230009	BLUML ANNE	9411 INVERNESS LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225230011	ANDERSON J D & T A TRUSTEES	16120 TURNBERRY CT NW	RAMSEY	MN	55303-0000	1	$1,280
183225230012	SCHWIETERS PAUL R & LEAH	16140 TURNBERRY CT	RAMSEY	MN	55303-0000	1	$1,280
183225240005	THE LINKS AT NORTHFORK GC LLC	10816 CHATHAM CT N	BURNSVILL	MN	55337	1	$1,280
183225240011	LINDGREN MARK L & JESSICA K	16150 TURNBERRY CT NW	RAMSEY	MN	55303-0000	1	$1,280
183225240012	HICKMAN JEFFERY A & ANNETTE C	16180 TURNBERRY CT NW	RAMSEY	MN	55303-0000	1	$1,280
183225240013	MILLER VAN J & TORI J	16200 TURNBERRY TURN NW	RAMSEY	MN	55303-0000	1	$1,280
183225240014	DALBEC CRAIG	16220 TURNBERRY TURN NW	RAMSEY	MN	55303-0000	1	$1,280
183225240015	DAKIS ANTHONY	16230 TURNBERRY TURN NW	RAMSEY	MN	55303-0000	1	$1,280
183225240019	MERRITT TRUSTEE DIANE & MERRITT TRUSTEE WILLIAM	16171 TURNBERRY TURN NW	RAMSEY	MN	55303-0000	1	$1,280
183225240020	EDWARDS DAVID R & ELIZABETH A	16101 TURNBERRY TURN NW	RAMSEY	MN	55303-0000	1	$1,280
183225240021	ST GERMAIN NORMAN O & D I	9321 INVERNESS LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225240022	EILERTSON CHRISTINE	16221 TURNBERRY TURN	RAMSEY	MN	55303-0000	1	$1,280
183225240023	LUKE GARY L & LUANNA M	16211 TURNBERRY TURN NW	RAMSEY	MN	55303-0000	1	$1,280
183225240024	BURCKHARDT JUSTIN	16191 TURNBERRY TURN	RAMSEY	MN	55303-0000	1	$1,280
183225310006	THE LINKS AT NORTHFORK GC LLC	10816 CHATHAM CT N	BURNSVILL	MN	55337	1	$1,280
183225310013	NORTHFORK HOMEOWNERS ASSOC INC	PO BOX 415	ANOKA	MN	55303-0000	1	$1,280
183225310016	MATHISON JEFFREY D & CORRINE K	9301 INVERNESS LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225310018	SULLIVAN CHRISTOPHER A & HEIDI	9400 INVERNESS LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225310019	PRATT JUDY	9320 INVERNESS LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225310031	GFROERER STEVEN W & KAREN J	16041 ST ANDREWS LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225320012	NEUENFELDT JEFFREY	9490 INVERNESS CT NW	RAMSEY	MN	55303-0000	1	$1,280
183225230010	RIDGLEY MARK A D & VICKIE L	9401 INVERNESS LN	RAMSEY	MN	55303-0000	1	$1,280
183225240010	GUSTAFSON ERIC J & SHANNON L	16110 TURNBERRY CT NW	RAMSEY	MN	55303-0000	1	$1,280
	TOTAL					**24**	**$30,720**

OVERLAYS - 2015

EXHIBIT A2

PROPOSED ASSESSMENT ROLL - AREA A2 (NORTHFORK POINT)							
PID	**Name/Owner**	**Address1**	**City**	**State**	**Zip**	**Assessable Units**	**Proposed Assessment**
173225230003	RAMSEY CITY OF	7550 SUNWOOD DRIVE	RAMSEY	MN	55303	1	$1,280
173225230004	LUNDBERG JONATHAN E & C A	8961 160TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
173225320003	BELL DAVID	16070 ROYAL RD NW	RAMSEY	MN	55303	1	$1,280
173225320008	ANDERSON SARAH	16071 ROYAL RD NW	RAMSEY	MN	55303-0000	1	$1,280
173225330003	NORTHFORK HOMEOWNERS ASSC INC	P O BOX 415	ANOKA	MN	55303-0000	1	$1,280
173225330004	RAMSEY CITY OF	7550 SUNWOOD DRIVE	RAMSEY	MN	55303	1	$1,280
183225140010	JACOBS GARY ERNEST & LOUISE M	8981 160TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225410005	SWANBY GARY L & SHARON A	9040 160TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225410006	VALENTINE J MICHAEL & C L	9030 160TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225410007	JUREK PATRICIA	15950 YORK CIR NW	RAMSEY	MN	55303	1	$1,280
183225410008	BIALON KELLY	15940 YORK CIR NW	RAMSEY	MN	55303-0000	1	$1,280
183225410009	MILLER THOMAS D & MICHELLE R	15900 YORK CIR NW	RAMSEY	MN	55303-0000	1	$1,280
183225410017	VAN NORMAN LANCE & J TRUSTEES	8991 160TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225410018	ARCHER FRANCIS J & KATHLEEN L	9041 160TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225410019	SCHROEDER JAMES C & E A	9000 160TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225410020	PERRY TRUSTEE BERNARD	15941 YORK CIR NW	RAMSEY	MN	55303-0000	1	$1,280
183225410021	HAVEL PAUL E & PAMELA J	15931 YORK CIR NW	RAMSEY	MN	55303-0000	1	$1,280
183225410022	GABRIEL MARK A & LYNN C	15901 YORK CIR NW	RAMSEY	MN	55303-0000	1	$1,280
183225410023	ROSIER GEORGE	8980 160TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225410024	SWANBERG JERALD R & PAULA J	8990 160TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225410026	NORTHFOLK HOME OWNERS ASSN INC	PO BOX 415	ANOKA	MN	55303-0000	1	$1,280
183225410027	COLEBROOK-ROBJENT LYNDON	2139 W 105TH ST	MINNEAPOLIS	MN	55431	1	$1,280
183225420012	CROTTY JAMES P	9050 160TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
183225440003	AXELROD JEFFREY S & SARI L	15890 YORK CIR NW	RAMSEY	MN	55303-0000	1	$1,280
183225440004	GRISWOLD ROBERT J & LORI L	15881 YORK CIR NW	RAMSEY	MN	55303-0000	1	$1,280
183225440005	BINGEN JESSICA	15891 YORK CIR NW	RAMSEY	MN	55303-0000	1	$1,280
	TOTAL					**26**	**$33,280**

OVERLAYS - 2015

EXHIBIT B

PROPOSED ASSESSMENT ROLL - AREA B (ROLLING GREEN)							
PID	Name/Owner	Address1	City	State	Zip	Assessable Units	Proposed Assessment
103225430002	HAGEL CHRISTOPHER	16650 DOLOMITE ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430003	PARRY RONALD E & KADECHKA G J	16620 DOLOMITE ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430004	JAKACKI ANDREW & JAKACKI LOU ANNE	16620 EBONY ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430005	REITER ANGELICA	6741 165TH LN NW	RAMSEY	MN	55303-000(	1	$1,280
103225430006	STUCK MARTIN E & JODY M	6720 166TH LN NW	RAMSEY	MN	55303-000(	1	$1,280
103225430007	BERGQUIST TIMOTHY R	16551 EBONY ST NW	ANOKA	MN	55303-000(	1	$1,280
103225430008	KNIEBEL FRANCES AMELIA	16531 EBONY ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430009	REINHOLZ RICHARD J & K M	16530 DOLOMITE ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430010	THIELEN CORY	16550 DOLOMITE ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430011	HANCOCK GEORGE	6700 166TH LN NW	RAMSEY	MN	55303-000(	1	$1,280
103225430012	JOHNSON TRUSTEE BONNIE	16521 NOWTHEN BLVD NW	RAMSEY	MN	55303-000(	1	$1,280
103225430014	NOON RANDALL J & K	PO BOX 176	ANOKA	MN	55303-000(	1	$1,280
103225430015	GOOR DWIGHT D & V K	6630 165TH LN NW	RAMSEY	MN	55303-000(	1	$1,280
103225430016	THURSTON DOUGLAS W & L K	16661 DOLOMITE ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430017	LETOURNEAU STEPHEN L & KAY	16631 DOLOMITE ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430018	ANDERSON ROBERT R & S M	16611 DOLOMITE ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430019	WELLMAN DONALD	16551 DOLOMITE ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430020	SOBERG SCOTT D	16531 DOLOMITE ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430021	RYBAK WILLIAM & COLLEEN C	16540 COQUINA ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430022	RICHARDSON REBECCA	16550 COQUINA ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430023	LACONIC ANDREW	16600 COQUINA ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430024	PERSONS MICHAEL	16630 COQUINA ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430025	VOGEL STEPHEN J	16660 COQUINA ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430026	RABENBERG GORDON	1102 RUM RIVER DR N	PRINCETON	MN	55371	1	$1,280
103225430027	KAY CHAD	16621 COQUINA ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430028	KLECKNER BEVERLY ANNE	16611 COQUINA ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430029	DORST MATTHEW E & JENNA B	16541 COQUINA ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430030	HEATON RANDALL A & D L	16531 COQUINA ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430031	BROWN JESSICA	16511 COQUINA ST NW	RAMSEY	MN	55303-000(	1	$1,280
103225430035	MOHR DANIEL C & JANE L	6721 166TH LN NW	RAMSEY	MN	55303-000(	1	$1,280
103225430036	MOHR DANIEL C & JANE L	6721 166TH LN NW	RAMSEY	MN	55303-000(	1	$1,280
103225430037	JOHNSON TRUSTEE BONNIE	16521 NOWTHEN BLVD NW	RAMSEY	MN	55303-000(	1	$1,280
	TOTAL					**32**	**$40,960**

OVERLAYS - 2015

EXHIBIT C1

PROPOSED ASSESSMENT ROLL - AREA C1 (PONDVALE ESTATES)							
PID	**Name/Owner**	**Address1**	**City**	**State**	**Zip**	**Assessable Units**	**Proposed Assessment**
233225440019	ALEXANDER TONY E & RITA M	5700 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
233225440020	ALEXANDER TONY E & RITA M	5700 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
233225440021	ALEXANDER TONY E & RITA M	5700 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
233225440024	TEDDY BEAR HOUSES LLP	15113 NOWTHEN BLVD NW	RAMSEY	MN	55303-0000	1	$1,280
233225440030	LACHNER SHARON	5695 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
233225440031	LIEKHUS STEVEN W & DIANNA L	15000 HELIUM ST NW	RAMSEY	MN	55303-0000	1	$1,280
233225440034	ASMUSSEN TODD M & JENNIFER A	15029 HELIUM ST NW	RAMSEY	MN	55303-0000	1	$1,280
233225440035	ASMUSSEN TODD M & JENNIFER A	15029 HELIUM ST NW	RAMSEY	MN	55303-0000	1	$1,280
233225440036	ASMUSSEN TODD M & JENNIFER A	15029 HELIUM ST NW	RAMSEY	MN	55303-0000	1	$1,280
233225440037	DALBY DIANE	5635 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
233225440038	DALBY DIANE	5635 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
233225440039	DALBY DIANE	5635 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
233225440040	MN STATE OF IN TRUST	2100 3RD AVE	ANOKA	MN	55303-0000	1	$1,280
233225440041	LUNDSTROM SUSAN	5670 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
233225440042	MN STATE OF IN TRUST	2100 3RD AVE	ANOKA	MN	55303-0000	1	$1,280
233225440043	VAUGHAN KATIE	5600 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
233225440044	VAUGHAN KATIE	5600 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
233225440045	VAUGHAN KATIE	5600 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
233225440046	LIEKHUS STEVEN W & DIANNA L	15000 HELIUM ST NW	RAMSEY	MN	55303-0000	1	$1,280
233225440048	LACHNER SHARON	5695 150TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
	TOTAL					**20**	**$25,600**

Overlays 2015
Exhibit C2

PROPOSED ASSESSMENT ROLL - AREA C2 (WOODLAND GREEN)							
PID	**Name/Owner**	**Address1**	**City**	**State**	**Zip**	**Assessable Units**	**Proposed Assessment**
243225210001	WILSON SHIRLEY A	5391 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225210002	WEIKEL KENNETH K & KRISTINE M	5361 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225210003	SLONEKER AARON	5301 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225210004	HEDIN ROSS M & ROXANNE L	5251 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225210005	WENNDT VERLYN R & J L	5221 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225210006	YOUNG JOSEPH	5201 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225210007	BROWN FLOYD W & SUSAN A	5360 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225210008	MIEMIETZ PHILIP	5300 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225210009	HOWELL BRETT	5250 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225210010	DRISCOLL JONATHON	5220 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225210011	KRAEMER DEAN L & PATTI A	5200 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225210022	VUE GER & LOR CHIA	5390 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225220002	SODERSTROM JEFFREY T	5591 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225220003	OSE PAUL N & KELLET M	5561 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225220004	HOUSE JR ROBERT	5531 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225220005	FLASPETER JASON	5501 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225220006	EVERSON TODD & MARY E	5481 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225220007	KWIATKOWSKI ALLA	5451 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225220011	OVERKAMP CHRISTA	5590 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225220012	MCLEAN MICHAEL R & E M	5560 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225220013	BAILEY JAMES J & SHARON A	5530 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
243225220014	PERRIN TRUSTEE DARLENE & PERRIN TRUSTEE JOHN	5490 156TH LN NW	RAMSEY	MN	55303-0000	1	$1,280
TOTAL						**22**	**$28,160**

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 1.**

Meeting Date: 03/24/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Approve Resolution Authorizing Various Actions Related to F&C Ramsey Apartments LLC's Sale of the Residence at The COR

Purpose/Background:

Attached to this case is a MEMO from the City's real estate Attorney, Tom Bray (of Briggs & Morgan). The attached MEMO provides general background information; and, individual executive summaries of the various individual actions being requested by the Council as part this case.

Mr. Bray will be in attendance of this meeting--he will present his MEMO and will be available to answer questions.

The purpose of this case is to consider approval of the attached resolution.

Notification:

NA

Observations/Alternatives:

NA

Funding Source:

NA

Recommendation:

APPROVE THE ATTACH RESOLUTION AUTHORIZING VARIOUS ACTIONS RELATING TO F&C RAMSEY APARTMENTS, LLC'S SALE OF THE RESIDENCE AT THE COR

Action:

Motion to:

APPROVE THE ATTACH RESOLUTION 15-03-086 AUTHORIZING VARIOUS ACTIONS RELATING TO F&C RAMSEY APARTMENTS, LLC'S SALE OF THE RESIDENCE AT THE COR

Attachments

MEMO

Resolution (purpose of case)
Closing Checklist
Original Development Agreement

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kathy Schmitz	03/19/2015 03:47 PM
Patrick Brama	Patrick Brama	03/19/2015 04:36 PM
Form Started By: Patrick Brama		Started On: 03/19/2015 01:36 PM
Final Approval Date: 03/19/2015		

BRIGGS
BRIGGS AND MORGAN

2200 IDS Center
80 South 8th Street
Minneapolis MN 55402-2157
tel 612.977.8400
fax 612.977.8650

MEMORANDUM

VIA E-MAIL

TO: City of Ramsey
Attn: Patrick Brama

CC: Kurt Ulrich
Joe Langel

FROM: Thomas L. Bray TLB

DATE: March 18, 2015

RE: **Resolution Authorizing Various Actions Relating to F&C Ramsey Apartments, LLC's Sale of the Residence at the COR**

In February, F&C Apartments, LLC ("F&C") asked the City Council to adopt certain Resolutions approving the City's execution of a First Amendment to Development Agreement and issuance of the TIF Note to F&C in connection with F&C's closing on a refinancing with PNC Bank. As part of the refinancing F&C Ramsey Member, LLC (the "Borrower") was to repay Loan No. 1 and Loan No. 2, as defined in the Development Agreement, and the February Resolutions also authorized the City to take certain actions to acknowledge the repayment of Loan No. 1 and Loan No. 2.

Before it could close on that refinancing, F&C received another offer to purchase the the Residence at the COR. F&C chose not to proceed with the refinancing and instead have entered into a Purchase Agreement to sell the Residence at the COR to Residence at the COR Apartments, LLC, a Minnesota limited liability company. We have been told that the sale is currently scheduled to close on or about April 9, 2015, but we have been advised that the closing date could change

To facilitate the sale, F&C Apartments, LLC, its purchaser, Residence at the COR Apartments, LLC and the purchaser's lender, P&C Bank, National Association are asking the City to enter into a First Amendment to Purchase Agreement is the same form as the City approved in February and to enter into various other Agreements related to the transaction.

We have reviewed, negotiated and approved the documents that the City is being asked to sign, and we have prepared a draft Resolution to approve those documents. The purpose of this Memorandum is to summarize and explain the proposed Resolution. In the paragraphs below, I identify each action the proposed Resolution authorizes and explains the purpose for the action in

the context of the pending sale transaction between F&C Apartments, LLC and Residence at the COR Apartments LLC:

1. Resolution Number 1. As an initial matter, the Resolution rescinds Resolution #15-02-044, which the City Council approved on February 10, 2012. Although several of the actions that the City Council is taking pursuant to the current Resolution are substantively the same as the actions that the Council authorized pursuant to Resolution #15-02-044. Resolution #15-02-044 and the First Amendment to Development Agreement it approved were drafted in the context of a refinancing. The City Council is being asked to rescind Resolution #15-02-044 simply to provide a "clean slate" for the proposed Resolution.

2. Resolution Number 2. The City Council is ratifying an Assignment and Assumption Agreement that the City and the HRA executed on February 12, 2015 and a Memorandum of Assignment and Assumption Agreement the City and the HRA executed to provide a recordable instrument evidencing the Assignment and Assumption Agreement. Although the City's and the HRA's prior Resolutions authorizing the transfer of the HRA's assets to the City and the dissolution of the HRA are, in my opinion, legally sufficient to authorize the execution of the Assignment and Assumption Agreement and the Memorandum of Assignment and Assumption Agreement, the Anoka County Registrar of Titles will not record the Memorandum of Assignment and Assumption Agreement without a City Council Resolution that expressly authorizes the City's execution of the Memorandum of Assignment and Assumption Agreement. I have added Resolution Number 2 to this Resolution simply to provide a very direct and concise statement of authority that we can present to the Anoka County Registrar of Titles to avoid any delays in the recording of the Memorandum of Assignment and Assumption Agreement.

3. Resolution Number 3. Resolution No. 3 authorizes the Mayor and the City Administrator to execute nine separate documents relating to (a) F&C Apartments, LLC's sale of Residence at the COR Apartments and assignment of the right to receive the TIF Note to Residence at the COR Apartments LLC and (b) Residence at the COR Apartments LLC's financing with PNC Bank. Below is an explanation of the purpose of each of the nine documents the City Council is authorizing the Mayor and City Administrator to execute:

(a) First Amendment to Development Agreement. The First Amendment to Development Agreement is substantively identical to the First Amendment to Development Agreement that the City Council authorized the Mayor and City Administrator to execute on February 10, 2015 pursuant to Resolution #15-02-044. The only changes to the First Amendment are modifications to reflect the fact that the First Amendment is now being executed in the context of a sale, rather than in the context of a refinancing. The purpose of the First Amendment remains to modify the Development Agreement to remove provisions that would allow the City to terminate the TIF Note based upon a default under the Development Agreement. Since the Housing Bonds that were used to finance Note No. 2 will be repaid as a result of the repayment of Note No. 2, the Amendment also removes the rental restriction included in the Development Agreement. After the First Amendment to the Development

Agreement is fully executed and recorded, the only significant obligations the Development Agreement will impose on the owner of the development are a contractual obligation to pay real estate taxes and to indemnify and defend the City in the event a third-party commences litigation related to the development or the Development Agreement and names the City as a party. The City's remedy in the event the owner of the development property breaches one of these two obligations, will be to commence an action for damages against the owner in Anoka County District Court.

(b) Development Agreement Estoppel. This is a simple estoppel certificate, pursuant to which the City confirms, for the benefit of F&C, Residence at the COR Apartments LLC and PNC Bank, that the Development Agreement, as recorded in the Anoka County Land Records, is a true, accurate and complete copy of the Development Agreement, that the only amendments to the Development Agreement are as described in the Estoppel Certificate, and that to the City's knowledge, F&C is not currently in default in the performance of any of its obligations under the Development Agreement.

(c) PUMA Estoppel. As with the Development Agreement Estoppel, the purpose of the PUMA Estoppel is to certify, for the benefit of F&C, Residence at the COR Apartments, LLC and PNC Bank that the recorded copy of the Amended and Restated Parking Use and Maintenance Agreement, as amended by the First Amendment to Amended and Restated Parking Use and Maintenance Agreement, are true, correct and complete copies of the Agreement, that the Agreement has not otherwise been amended and that to the best of the City's knowledge, F&C is not in default of the performance of its obligations under the Amended and Restated PUMA Agreement, as amended.

(d) Assignment of Development Agreement. The Assignment of Development Agreement is an agreement between F&C Ramsey Apartments, LLC, F&C Ramsey, LLC and Residence at the COR Apartments LLC, pursuant to which F&C Ramsey Apartments, LLC and F&C Ramsey, LLC assign their rights and obligations under the Development Agreement, including the right to receive the TIF Note, to Residence at the COR Apartments LLC. The City is asked to sign this Agreement to acknowledge its consent to the assignment.

(e) TIF Note. Upon the repayment of Loan No. 2 in connection with the closing, the City is obligated to issue the TIF Note. Since, at that time, F&C Ramsey, LLC will have assigned its rights under the Development Agreement to receive the TIF Note to Residence at the COR Apartments LLC, the City will issue TIF Note directly to Residence at the COR Apartments LLC.

(f) Collateral Assignment. Residence at the COR Apartments LLC, will collaterally assign its rights under the Development Agreement and its rights under the TIF Note to PNC Bank as a part of its acquisition financing. The City is being asked to sign the Collateral Assignment to evidence its consent to the Collateral Assignment of the Development Agreement and the TIF Note.

(g) Subordination Agreement. The Development Agreement gave the Buyer's lender, PNC Bank, an option to have the Development Agreement be prior to or subordinate to the mortgage PNC Bank will receive from Residence at the COR Apartments LLC. PNC Bank has elected to have the Development Agreement have priority over the mortgage so that a foreclosure of the mortgage will not extinguish the Development Agreement. The City, PNC Bank and Residence at the COR Apartments LLC are executing the Subordination Agreement to evidence that understanding.

(h) Maintenance Agreement. When the City constructed the addition to the parking ramp, the City, in anticipation of the development of the Residence at the COR, used footings that were capable of supporting both the parking ramp and the apartment building. The intent was to locate the footings on the common boundary line between the parking ramp property and the apartment property so that the parking ramp and the apartment building could each be constructed on the footings and on its side of the property line. In fact, the parking ramp and the common footing were constructed approximately 1.33 feet into the parking ramp property. When that fact was discovered, the City granted F&C Apartments, LLC an easement to allow the Residence at the COR building to encroach 1.33 feet onto the City property so that the building could be constructed using the shared footings. The grant of easement contemplated that when construction of the apartment was complete, the parties would enter into an agreement that addressed any shared maintenance issues associated with the fact that the two buildings abut one another. The primary maintenance issue is the maintenance of a "cap" at the top of the walls so that rain, snow, ice and debris does not make its way between the two walls. This Agreement addresses that maintenance issue.

(i) Encroachment Easement Amendment. The grant of encroachment easement contemplated that after completion of the Residence at the COR, the City and F&C Apartments would replat their respective lots to relocate the lot line, such that neither parties' building encroached onto the other parties' property. That did not occur, and because PNC Bank will ultimately assign a portion of its loan to Residence at the COR Apartments, LLC to Fannie Mae and because it is extremely difficult if not impossible to get Fannie Mae to sign documentation after the loan has closed, we think it is unlikely that the parties will be able to complete the contemplated replatting. Therefore, the Grant of Easement Agreement is being amended to provide a permanent easement for the existing encroachment of the building.

4. Resolution Number 4. When F&C Ramsey, LLC repays Loan No. 1 and Loan No. 2, the City must return the original Notes to F& C and must release the security interest it holds on the membership interest in F&C Ramsey Apartments, LLC. This Resolution authorizes the Mayor and City Administrator to sign the documents and take the actions necessary to evidence the repayment of those loans.

5. Resolution Number 5. Because there are numerous documents for the City to sign and because it may be necessary to make corrections or minor modifications to the documents prior to closing, Resolution No. 5 authorizes the Mayor and the City Administrator to approve minor modifications to the documents subsequent to the Council's adoption of the Resolution.

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

RESOLUTION #15-03-086

RESOLUTION AUTHORIZING VARIOUS ACTIONS RELATING TO F & C RAMSEY APARTMENTS, LLC'S SALE OF THE RESIDENCE AT THE COR

WHEREAS, the City of Ramsey (the "City"), The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota (the "HRA"), F&C Ramsey, LLC, an Indiana limited liability company, ("F&C Ramsey") and F&C Ramsey Member, LLC, an Indiana limited liability company, ("F&C Borrower") are parties to a Development Agreement dated March 9, 2012 and recorded in the Office of the Anoka County Registrar of Titles on May 3, 2012 as Document No. 508341.004 (the "Development Agreement"). On or about March 9, 2012, F&C Ramsey assigned all of its rights and obligations under the Development Agreement to F&C Apartments, LLC, an Indiana limited liability company, ("F&C Apartments") except for the rights and obligations of F&C Ramsey under Article VI of the Development Agreement relating to the TIF financing including, but not limited to, the right to receive the "TIF Note," as defined in the Development Agreement (the "TIF Note").

WHEREAS, the Development Agreement relates to the real property legally described on **Exhibit A** which is defined in the Development Agreement as the "Development Property." The term "Development Property, as used herein, means the real property legally described on Exhibit A and the improvements located thereon.

WHEREAS, pursuant to the terms of the Development Agreement, the HRA made two loans to F&C Borrower, a $1,420,000 loan ("Loan No. 1") which is evidenced by a Promissory Note dated April 30, 2012 ("Note No. 1") and a $6,916,000 loan ("Loan No. 2") which is evidenced by a Promissory Note dated April 30, 2012 ("Note No. 2"). Note No. 1 and Note No. 2 are secured by a Loan Agreement and a Pledge of F & C Ramsey's and F&C Borrower's membership interests in F&C Apartments pursuant to a Membership Interest Pledge Agreement. Note No. 1 is also secured by a Corporate Guaranty of Flaherty & Collins Construction, Inc., and Note No. 2 is also secured by a Personal Guaranty of David M. Flaherty. The Membership Interest Pledge Agreement grants the HRA a security interest in 100% of the membership interests in F&C Borrower, and the HRA filed a Financing Statement with the Indiana Secretary of State to perfect its security interest. (Note No. 1, Note No. 2, the Loan Agreement, the Membership Interest Pledge Agreement, the Corporate Guaranty, the Personal Guaranty and the Financing Statement are referred to herein, collectively, as the "Loan Documents.")

WHEREAS, in late 2014 and early 2015, F&C Apartments was negotiating with PNC Bank, National Association ("PNC Bank"), to refinance F&C Apartments' construction loan. To facilitate the refinancing, F&C Apartments had asked the City to enter into a First Amendment to Development Agreement, to issue the TIF Note to F&C Ramsey upon the repayment of Loan No. 2, as contemplated in the Development Agreement, and, upon the F&C Borrower's repayment of Loan No. 1 and Loan No. 2, to return the originals of Note No. 1 and Note No. 2 to F&C Borrower marked "paid in full" and to terminate the security interest granted pursuant to the Membership Interest Pledge Agreement (the "Prior Requested Actions").

WHEREAS, on or about February 19, 2015, the City Council adopted Resolution #15-02-044 pursuant to which the City Council authorized the Prior Requested Actions.

WHEREAS, before F&C Apartments closed on the refinancing with PNC Bank, Residence at the COR Apartments LLC, a Minnesota limited liability company ("Buyer") offered to purchase the Development Property from F&C Apartments, and F&C Apartments and Buyer have entered into a purchase agreement pursuant to which Buyer has agreed to purchase the Development Property from F&C Apartments (the "Purchase Agreement").

WHEREAS, pursuant to the terms of the Purchase Agreement F&C Apartments and F&C Ramsey will assign to Buyer all of their rights and obligations under the Development Agreement, including F&C Ramsey's right to receive the TIF Note pursuant to Article VI of the Development Agreement.

WHEREAS, upon the sale of the Development Property to Buyer, F&C Borrower is obligated to repay the entire outstanding principal amount of Loan No. 1 and the entire outstanding principal amount of Loan No. 2 and all accrued, unpaid interest thereon, and upon F&C Borrower's repayment of the Loan No. 2, the City will be obligated to issue the TIF Note to Buyer, as the assignee of F&C Ramsey's rights under Article VI of the Development Agreement.

WHEREAS, to facilitate the sale of the Development Property to Buyer and Buyer's acquisition of a loan from PNC Bank to finance Buyer's acquisition of the Development Property, F&C Apartments, F&C Ramsey, F&C Borrower, Buyer and PNC Bank have asked the City to:

a. Rescind Resolution #15-02-044;

b. Ratify the Assignment and Assumption Agreement dated February 12, 2015 between the City and the HRA pursuant to which the HRA assigned to the City and the City assumed from the HRA all of the HRA's rights and obligations under the Development Agreement and the Memorandum of Assignment and Assumption Agreement that the City and the HRA executed and will record in the Anoka County land records to evidence, of record, the terms of the Assignment and Assumption Agreement;

c. Authorize the Mayor and the City Administrator to execute and deliver a First Amendment to Development Agreement, in substantially the form attached hereto as **Exhibit B** (the "**First Amendment**") to, among other things, eliminate the City's right to cancel, rescind or terminate the TIF Note as a remedy for an event of default under the Development Agreement or as a consequence of the holder of a Project Mortgage, as defined in the Development Agreement treating the Development Agreement as subordinate to the Project Mortgage, all as set forth in this First Amendment;

d. Authorize the Mayor and the City Administrator to execute and deliver an Estoppel Certificate for Development Agreement in substantially the form attached hereto as **Exhibit C** (the "**Development Agreement Estoppel**") to certify, for the benefit of F&C Apartments, Buyer and PNC Bank, that the City does not have knowledge of any defaults by F&C Apartments under the terms of the Development Agreement;

e. Authorize the Mayor and the City Administrator to execute and deliver an Estoppel Certificate for Amended and Restated Parking Use and Maintenance Agreement for Parking District A in substantially the form attached hereto as **Exhibit D** (the "**PUMA Estoppel**") to certify, for the benefit of F&C Apartments, Buyer, and PNC Bank, that the City does not have knowledge of any defaults by F&C Apartments under the terms of the Amended and Restated Parking Use and Maintenance Agreement for Parking District A;

f. Authorize the Mayor and the City Administrator to execute and deliver an Assignment and Assumption of TIF Note and Development Agreement by and between F&C Apartments, F&C Ramsey and Buyer in substantially the form attached as **Exhibit E** (the "**Assignment of Development Agreement**") to evidence the City's consent to F&C Apartments' and F&C Ramsey's assignment, to Buyer, of all of their rights and obligations under the Development Agreement, including the right to receive the TIF Note pursuant to Article VI of the Development Agreement;

g. Authorize the Mayor and the City Administrator to execute the Tax Increment Revenue Note in favor of Buyer in substantially the form attached to the Development Agreement, as amended by the First Amendment, and attached to the First Amendment as Exhibit B (the "**TIF Note**") and to deliver the TIF Note to Buyer upon the closing of the sale of the Development Property to Buyer, the assignment of the Development Agreement to Buyer and F&C Borrower's repayment of Loan No. 1 and Loan No. 2, in full;

h. Authorize the Mayor and the City Administrator to execute and deliver a Collateral Assignment of Development Agreement and TIF Note between Buyer, as assignor, and PNC Bank, as lender, in substantially the form attached hereto as **Exhibit F** (the "**Collateral Assignment**") to evidence the City's consent to Buyer's Collateral Assignment of the Development Agreement and pledge of the TIF Note to PNC Bank;

i. Authorize the Mayor and the City Administrator to execute and deliver a subordination agreement among and between the City, Buyer and PNC Bank in substantially the form attached as **Exhibit G** (the "**Subordination Agreement**") to evidence PNC Bank's subordination of its rights under the mortgage Buyer is granting to PNC Bank to the terms of the Development Agreement;

j. Authorize the Mayor and the City Administrator to execute and deliver an agreement between Buyer and the City in substantially the form attached as **Exhibit H** (the "**Maintenance Agreement**") as contemplated in Section 2 of that certain grant of encroachment easement granted by the City to F&C Apartments dated as of June 12, 2012 and recorded in the office of the Anoka County Registrar of Titles on August 2, 2012 as Document No. 509830.001 (the "**Grant of Encroachment Easement**"); and

k. Authorize the Mayor and the City Administrator to execute and deliver an Amended and Restated Grant of Encroachment Easement in substantially the form attached at **Exhibit I** (the "**Encroachment Easement Amendment**") to delete Section 2(i) and the requirement that the owner of the Development Property and the City work

together, in good faith, to relocate the lot line between the Development and Lot 2, Block 1, COR ONE, Anoka County, Minnesota.

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

1) That the City Council hereby rescinds its prior Resolution #15-02-044.

2) That the City Council, for itself and as the successor to the Board of the HRA hereby ratifies and approves the City's and the HRA's execution of the Assignment and Assumption Agreement dated February 12, 2015 between the City and the HRA pursuant to which the HRA assigned to the City and the City assumed from the HRA all of the HRA's rights and obligations under the Development Agreement and ratifies and approves the City's and the HRA's execution of the Memorandum of Assignment and Assumption Agreement executed by the Chair and Executive Director of the HRA on January 27, 2015 and by the Mayor and City Administrator on February 12, 2015 and directs City Staff to record the Memorandum of Assignment and Assumption Agreement in the Anoka County land records.

3) That the City Council, in its capacity as the governing body of the City and in its capacity as the successor-in-interest to the Board of the HRA, hereby authorizes the Mayor and City Administrator to execute the First Amendment, the Development Agreement Estoppel, the PUMA Estoppel, the Assignment of Development Agreement, the TIF Note, the Collateral Assignment, the Subordination Agreement, the Maintenance Agreement and the Encroachment Easement Amendment (collectively the "Approved Documents") and to deliver or to authorize the delivery of executed originals of the Approved Documents to the other parties thereto contemporaneously with F&C Borrower's repayment in full of Note No. 1 and Note No. 2, and authorizes the recording of the Approved Documents, other than the TIF Note, the Development Agreement Estoppel and the PUMA Estoppel, in the Anoka County land records.

4) That the City Council, in its capacity as the governing body of the City and in its capacity as the successor-in-interest to the Board of the HRA, hereby authorizes and directs the Mayor and City Administrator to return the originals of Note No. 1 and Note No. 2 to F&C Borrower and to execute and deliver to F&C Borrower such documents and instruments as may be necessary to evidence the termination of the security interest granted to the HRA in the membership interests of F&C Apartments, LLC and the release of the other Loan Documents, all upon F&C Borrower's repayment, in full, of Note No. 1 and Note No. 2.

5) The City Council has approved the approved documents in substantially the form attached hereto. The City Council hereby authorized the Mayor and City Administrator to approve modifications to the Approved Documents as may be necessary to correct typographical or other errors or as otherwise necessary or desirable to achieve the intended purpose of the Approved Documents, and the

Mayor and City Administrator's execution of modified versions of the Approved Documents shall evidence their approval of such modifications.

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 24th day of March, 2015.

_____
Mayor Sarah Strommen

ATTEST:

_____
City Clerk Jo Ann M. Thieling

EXHIBIT A
DEVELOPMENT PROPERTY

Lot 3, Block 1, COR ONE, according to the recorded plat thereof, Anoka County, Minnesota.

Being registered land as currently described on Certificate of Title No. 121654.

PIN #: 28-32-25-31-0018

EXHIBIT B
FIRST AMENDMENT

FIRST AMENDMENT TO
Development agreement

Dated: April __, 2015 (THE "AMENDMENT EFFECTIVE DATE")

2. **Parties.** The parties to this First Amendment to Development Agreement (this "First Amendment") are:

1. The City of Ramsey, Minnesota, a home rule charter city organized and existing under the constitution and laws of the State of Minnesota, both for itself and as successor-in-interest to The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota (the "HRA") (collectively, the "City");

2. F&C Ramsey, LLC, an Indiana limited liability company ("F&C Ramsey");

3. F&C Ramsey Apartments, LLC, an Indiana limited liability company ("F&C Apartments"); and

4. F&C Ramsey Member, LLC, an Indiana limited liability company ("F&C Borrower").

5. This First Amendment sometimes refers to the City, F&C Ramsey, F&C Apartments, and F&C Borrower, collectively, as the "Parties."

RECITALS

A. City, F&C Ramsey, and F&C Borrower are parties to the Development Agreement dated March 9, 2012 (the "Development Agreement") and recorded in the office of the Anoka County Registrar of Titles on May 3, 2012 as Document No. 508341.004, relating to the real property legally described on the attached Exhibit A (the "Development Property").

B. Pursuant to that unrecorded Assignment and Assumption of Contracts entered into by F&C Ramsey and F&C Apartments dated as of March 9, 2012, F&C Ramsey assigned all of its right, title and interest in, to and under the Development Agreement to F&C Apartments except the rights and obligations of F&C Ramsey under Article VI of the Development Agreement relating to the TIF financing.

C. Pursuant to Minnesota Statutes Section 469.033, Subd. 7, HRA Resolution #14-11-236 dated November 12, 2014, the City (the "HRA Resolution"), and City Resolution #14-12-262 dated December 9, 2014 (the "City Resolution"), the HRA transferred all of its assets, including its rights under the Development Agreement, to the City and the City approved the transfer of all of the HRA's assets to the City and dissolved the HRA.

D. To document the HRA's transfer of its rights under the Development Agreement to the City pursuant to the HRA resolution and the City resolution, the City and the HRA executed an Assignment and Assumption Agreement dated February 12, 2015 and a Memorandum of Assignment and Assumption Agreement, and the City will record the Memorandum of Assignment and Assumption Agreement with the Anoka County Registrar of Titles.

E. F&C Apartments has entered into a purchase agreement to sell the Development Property to Residence at the COR Apartments, LLC, a Minnesota limited liability company ("Buyer"). In connection with the sale, F&C Apartments and F & C Ramsey will assign to Buyer their rights under the Development Agreement, including F&C Ramsey's right to receive the "TIF Note," as defined in the Development Agreement (the "TIF Note") pursuant to Article VI of the Development Agreement, and Buyer will thereafter collaterally assign its rights under the Development Agreement and pledge its rights under the TIF Note to its lender, PNC Bank, National Association ("PNC Bank").

F. Sections 6.6, 11.3, 11.4, 11.5(b)(iii), 13.2(d), and Exhibit B of the Development Agreement reference the City's ability to cancel, rescind and/or terminate the TIF Note as a remedy to the Events of Default defined in Sections 13.1(a), (b), (c), (d), (e), (f), (g) or (l) of the Development Agreement or as a consequence of the Project Mortgage holder treating the Development Agreement as subordinate to the Project Mortgage.

G. To facilitate Buyer's use of the TIF Note as collateral to secure a portion of Buyer's acquisition financing, F&C Apartments, Buyer and PNC Bank have requested that the City amend the Development Agreement to eliminate the City's right to cancel, rescind or terminate the TIF Note as a remedy for an event of default under the Development Agreement or as a consequence of the Project Mortgage Holder treating the Development Agreement as subordinate to the Project Mortgage, all as set forth in this First Amendment.

H. In addition, because F & C Borrower will be repaying Loan No. 1 and Loan No. 2, as defined in the Development Agreement, contemporaneously with the closing on the sale to Buyer and the City will use the proceeds from the repayment of Loan No. 2 to repay the bonds that the City used to finance Loan No. 2, the City is willing to further amend the Development Agreement to remove the rental restrictions set forth in Section 11.4 of the Development Agreement.

AGREEMENT

1. **Conditions Subsequent.** Section 6.6 of the Development Agreement is deleted in its entirety.

2. **Subordination of Development Agreement to Project Mortgage and Extension of Time to Cure.** Section 11.3 of the Development Agreement is deleted in its entirety and replaced with the following:

> The City will, upon the request of the holder of a Project Mortgage, execute and record a subordination agreement pursuant to which the City agrees that, upon a default by Developer under a Project Mortgage, the holder of the Project

Mortgage may elect, in an instrument to be recorded in the Anoka County land records and delivered to the City before the commencement of proceedings to foreclose the Project Mortgage, to either (1) treat this Development Agreement as being subordinate to the lien of the Project Mortgage such that the foreclosure of the Project Mortgage and the failure of any owner to redeem the Development Property from such foreclosure will extinguish and terminate this Development Agreement (but not the Assessment Agreement or the TIF Note); or (2) to treat this Development Agreement as having priority over the Project Mortgage in which case this Development Agreement will survive the foreclosure of the Project Mortgage and this Development Agreement will be binding upon the holder of the Sheriff's Certificate issued in conjunction with the foreclosure of the Project Mortgage. If the holder of the Project Mortgage fails to notify the City of its election under this Section 11.3 on or before the commencement of foreclosure proceedings, the holder of the Project Mortgage shall be deemed to have elected to treat this Development Agreement as being subordinate to the lien of the Project Mortgage such that the foreclosure of the Project Mortgage and the failure of any owner to redeem the Development Property from such foreclosure will extinguish and terminate this Development Agreement (but not the Assessment Agreement or the TIF Note).

3. **Rental Restrictions**. Section 11.4 of the Development Agreement is deleted in its entirety.

4. **Permitted Assignment to F&C Ramsey Apartments, LLC.** Section 11.5(b)(iii) of the Development Agreement is deleted in its entirety and replaced with the following:

> F&C Ramsey, LLC acknowledges that the City's obligation to execute the TIF Note and deliver the TIF Note to F&C Ramsey, LLC or its assignee pursuant to Section 6.1 of this Agreement is subject to all of the terms and conditions of this Agreement including all of the terms and conditions of the TIF Note.

5. **Remedies on Default.** Section 13.2(d) of the Development Agreement is deleted in its entirety.

6. **Exhibit B.** In recognition of F&C Ramsey's and F&C Apartments' assignment of the Development Agreement to Buyer and the City's issuance of the TIF Note directly to Buyer, Exhibit B of the Development Agreement is deleted in its entirety and replaced with the document that is attached to this Amendment and Labeled "**EXHIBIT B**."

7. **Defined Terms**. The term "Development Agreement" as used in the Development Agreement and in this First Amendment the Development Agreement as modified by this First Amendment. Capitalized terms not otherwise defined in this First Amendment have the meaning given to such terms in the Development Agreement.

8. **No Further Modifications**. Except as expressly modified in this First Amendment, the Development Agreement is unmodified and in full force and effect.

9. **Counterparts**. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. **Effective Date**. This First Amendment is effective as of the Amendment Effective Date.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective as of the day and year first written above.

CITY OF RAMSEY, MINNESOTA, BOTH FOR ITSELF AND AS SUCCESSOR-IN-INTEREST TO THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
) ss:
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2015 by _____ and _____ the Mayor and the City Administrator, respectively, of the CITY OF RAMSEY, a Minnesota home rule charter City.

_____
Notary Public

Signature Page to First Amendment to Development Agreement (CITY)

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective as of the day and year first written above.

F&C RAMSEY, LLC,
an Indiana limited liability company**:**

By _____
Its _____

STATE OF INDIANA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2015 by _____, the _____ of F&C RAMSEY, LLC, an Indiana limited liability company.

_____
Notary Public

Signature Page to First Amendment to Development Agreement

(F&C RAMSEY, LLC)

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective as of the day and year first written above.

F&C RAMSEY APARTMENTS, LLC,
an Indiana limited liability company**:**

By _____
Its_____

STATE OF INDIANA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2015 by _____, the _____ of F&C RAMSEY APARTMENTS, LLC, an Indiana limited liability company.

_____
Notary Public

Signature Page to First Amendment to Development Agreement
(F&C RAMSEY APARTMENTS, LLC)

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective as of the day and year first written above.

F&C RAMSEY MEMBER, LLC,
an Indiana limited liability company**:**

By _____
Its_____

STATE OF INDIANA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2015 by _____, the _____ of F&C RAMSEY MEMBER, LLC, an Indiana limited liability company.

_____
Notary Public

Signature Page to First Amendment to Development Agreement
(F&C RAMSEY MEMBER, LLC)

EXHIBIT A

Legal Description

Lot 3, Block 1, COR ONE, according to the recorded plat thereof, Anoka County, Minnesota.

Being registered land as currently described on Certificate of Title No. 121654.

PIN #: 28-32-25-31-0018

EXHIBIT B

Form of TIF Note

No. _____ $3,000,000.00

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF RAMSEY

TAX INCREMENT REVENUE NOTE
(F & C DEVELOPMENT, INC. PROJECT)

The City of Ramsey, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Residence at the COR Apartments LLC, a Minnesota limited liability company ("Owner"), the assignee of the rights of F & C Ramsey, LLC, an Indiana limited liability company ("Developer") under the Development Agreement (as defined below), or to any Successor Holder (as defined below), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided. This Note is being issued pursuant to the terms of that certain Development Agreement by and between the Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota (the "HRA"), the City, Developer and F & C Ramsey Member, LLC dated March 9, 2012 and recorded in the office of the Anoka County Registrar of Titles on May 3, 2012 as Document No. 508341.004 as amended by that First Amendment to Development Agreement dated on or about March __, 2015 and to be recorded in the office of the Anoka County Registrar of Titles (collectively, the "Development Agreement"). All capitalized terms used in this Note that are not expressly defined in this Note have the meanings given to such terms in the Development Agreement.

The principal amount of this Note is $3,000,000.00, as reduced to the extent that principal shall have been paid in whole or in part pursuant to the terms hereof. The unpaid principal amount of this Note shall bear simple, non-compounding interest from the date of issuance of this Note at 6.25% per annum Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2015, February 1, 2016 and on each August 1 and February 1 thereafter through and including February 1, 2038, or, if such date is not a Business Day (as defined in the Development Agreement), the next succeeding Business Day (each a "Payment Date" and collectively the "Payment Dates"). On each Payment Date the City shall pay, by check mailed to Owner or, if this Note has been assigned, to the Successor Holder (as defined below) who holds and owns this Note at the close of the last business day of the City preceding such Payment Date, at the address provided by Owner or such Successor Owner, an amount equal to the sum of the Tax Increments (as defined in the Development Agreement) received by the City (i) since January 1, 2015, in the case of the first Payment Date, and (ii) since the prior Payment Date in the case of subsequent Payment Dates; provided, however, if Owner or a Successor Holder has sought a reduction of the Assessed Value of the Development Property is provided for in Section 10.1(d) of the Development Agreement, the amount of the Tax Increments the City will pay to Owner or a Successor Holder is determined in accordance with said Section 10.1(d). All payments made by the City under this Note shall be applied first to pay accrued, unpaid interest and then to principal.

The Payment Amounts due hereon shall be payable solely from Tax Increments (as defined in the Development Agreement) the City receives on or after January 1, 2015. This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on the date the Tax

Increment District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments the City receives from and after January 1, 2015, will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except Tax Increments the City receives on or after January 1, 2015 shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only to transferees permitted or deemed to be permitted pursuant to the Development Agreement (each such permitted successor is referred to as "Successor Holder"), and any permitted assignment of the rights and obligations of the Developer under the Development Agreement shall be deemed to be an assignment of the rights granted to the Developer under the Development Agreement with respect to this Note. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each Successor Holder shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Ramsey, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of _____, 2015

_____ _____

Mayor City Administrator

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on March _____, 2015, was on said date registered in the name of Residence at the COR Apartments, LLC, a Minnesota limited liability company and that, at the request of Residence at the COR Apartments, LLC, the City has this day registered the Note in the name of Residence at the COR Apartments, LLC, as indicated in the registration blank below, on the books kept by the City for such purposes.

NAME AND ADDRESS OF REGISTERED OWNER	DATE OF REGISTRATION	SIGNATURE OF CITY ADMINISTRATOR
Residence at the COR Apartments, LLC, a Minnesota limited liability company	March __2015	_____

EXHIBIT C
DEVELOPMENT AGREEMENT ESTOPPEL

ESTOPPEL CERTIFICATE FOR
DEVELOPMENT AGREEMENT

To: F&C Ramsey Apartments, LLC, an Indiana limited liability company ("Seller"), Residence at the COR Apartments LLC, a Minnesota limited liability company ("Buyer"), and PNC Bank National Association, a national banking association ("Lender")

Re: Development Agreement dated March 9, 2012 (as the same may hereinafter be amended, the "Agreement") by and among The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a body politic and corporate under the laws of the State of Minnesota (the "HRA"), the City of Ramsey, a home rule charter city organized and existing under the constitution and laws of the State of Minnesota (the "City"), F&C Ramsey, LLC, an Indiana limited liability company ("F&C Ramsey") and F&C Ramsey Member, LLC, an Indiana limited liability company ("F&C Ramsey Member"), recorded in the office of the Anoka County Registrar of Titles on May 3, 2012 as document no. 508341.004 (Torrens), as assigned and assumed pursuant to the Assignment and Assumption Agreement dated February 12, 2015 by and between the HRA and the City (the "Assignment Agreement") and pursuant to that Assignment and Assumption of Contracts by and between F&C Ramsey and Seller dated on or about March 9, 2012 except with respect to the rights and obligations of F&C Ramsey under Article VI of the Agreement relating to the TIF financing; all initially capitalized terms used herein, unless otherwise defined herein, shall have the same meanings given to them in the Agreement.

The City understands that Buyer is purchasing the Property from Seller, and that Seller, Buyer and Lender are relying on the City's statements contained herein. The City hereby certifies to Seller, Buyer and Lender that, to the best of the City's actual knowledge:

1. There have been no amendments or modifications to the Agreement except for the First Amendment to Development Agreement that is being executed and delivered contemporaneously herewith.

2. The Agreement is in full force and effect. Pursuant to the Assignment Agreement, the City has assumed and has agreed to pay, perform, fulfill and comply with all covenants and obligations to be paid, performed, fulfilled and complied with by the HRA under the Agreement.

3. Neither Seller nor F&C Ramsey Member is in default under the Agreement, and no event has occurred which, with the giving of notice or passage of time or both, could result in a default by Seller or F&C Ramsey Member under the Agreement.

4. After Buyer purchases the Property, the City agrees to provide notices due to the Developer under the Agreement at the following addresses:

Residence at the COR Apartments LLC
Attention: Kevin Colard
9757 NE Juanita Drive, Suite 300
Kirkland, Washington 98034
Facsimile: 425-821-5936

With a copy to:

Mast Law Firm, P.C.

Attention: Gregory L. Mast
2415 E. Camelback Road, Suite 455
Phoenix, Arizona 85016
Facsimile: 602-840-3342

5. The statements contained herein may be relied upon by Seller, Buyer and Lender and their respective successors and assigns. This Estoppel Certificate shall be binding on the City and its successors and assigns.

The undersigned is duly authorized to execute this Estoppel Certificate as of this _____ day of _____, 2015.

CITY OF RAMSEY, MINNESOTA, BOTH FOR ITSELF AND AS SUCCESSOR-IN-INTEREST TO THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

EXHIBIT D
PUMA ESTOPPEL

ESTOPPEL CERTIFICATE FOR
AMENDED AND RESTATED PARKING IMPROVEMENT USE AND MAINTENANCE AGREEMENT FOR PARKING DISTRICT A

To: F&C Ramsey Apartments, LLC, an Indiana limited liability company ("Seller"), Residence at the COR Apartments LLC, a Minnesota limited liability company ("Buyer"), and PNC Bank National Association, a national banking association ("Lender")

Re: Amended and Restated Parking Improvement Use and Maintenance Agreement for Parking District A dated April 30, 2012, by and among the City of Ramsey, a home rule charter city organized and existing under the constitution and laws of the State of Minnesota (the "City"), the Economic Development Authority of the City of Ramsey, Minnesota, a body politic and corporate under the laws of the State of Minnesota, and The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a body politic and corporate under the laws of the State of Minnesota (the "HRA"), recorded in the office of the Anoka County Recorder and in the office of the Anoka County Registrar of Titles on May 3, 2012 as document no. 2031856.006 (Abstract) and 508341.011 (Torrens), as amended by the First Amendment to Amended and Restated Parking Improvement Use and Maintenance Agreement for Parking District A dated August 2, 2013, executed by the City, recorded in the office of the Anoka County Recorder and in the office of the Anoka County Registrar of Titles on October 1, 2013 as document no. 2069989.002 (Abstract) and 519251.002 (Torrens), as approved by Ramsey City Council Resolution #13-09-151 dated September 18, 2013, recorded in the office of the Anoka County Recorder and in the office of the Anoka County Registrar of Titles on October 1, 2013 as document no. 2069989.001 (Abstract) and 519251.001 (Torrens) (as amended and approved, the "Agreement"); Lot 3, Block 1, COR ONE, according to the recorded plat thereof, Anoka County, Minnesota (the "Property")

The City understands that Seller is the successor-in-interest to the HRA under the Agreement with respect to the Property. The City is authorized to execute and deliver this Estoppel Certificate pursuant to Section 21 of the Agreement. The City understands that Buyer is purchasing the Property from Seller, and that Seller, Buyer and Lender are relying on the City's statements contained herein. The City hereby certifies to Seller, Buyer and Lender that, to the best of the City's actual knowledge:

1. There have been no amendments or modifications to the Agreement except as provided herein.

2. The Agreement is in full force and effect.

3. Seller is not in default under the Agreement, including in the payment of any amounts due under the Agreement, and no event has occurred which, with the giving of notice or passage of time or both, could result in a default by Seller under the Agreement.

4. After Buyer purchases the Property, the City agrees to provide notices due to the owner of the Property under the Agreement at the following addresses:

Residence at the COR Apartments LLC
Attention: Kevin Colard
9757 NE Juanita Drive, Suite 300
Kirkland, Washington 98034
Facsimile: 425-821-5936

With a copy to:

Mast Law Firm, P.C.
Attention: Gregory L. Mast
2415 E. Camelback Road, Suite 455
Phoenix, Arizona 85016
Facsimile: 602-840-3342

5. The statements contained herein may be relied upon by Seller, Buyer and Lender and their respective successors and assigns. This Estoppel Certificate shall be binding on the City and its successors and assigns.

The undersigned is duly authorized to execute this Estoppel Certificate as of this _____ day of _____, 2015.

CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

EXHIBIT E
ASSIGNMENT OF DEVELOPMENT AGREEMENT

ASSIGNMENT AND ASSUMPTION OF TIF NOTE AND DEVELOPMENT AGREEMENT

FOR VALUE RECEIVED, F&C Ramsey Apartments, LLC, an Indiana limited liability company, and F&C Ramsey, LLC, an Indiana limited liability company (collectively, "Assignor"), does hereby assign and transfer to Residence at the COR Apartments LLC, a Minnesota limited liability company ("Assignee"), all rights, title and interest in and to the Development Agreement (as defined below), including the right to receive from the issuer that certain tax increment financing note (the "TIF Note") to be issued in the principal stated amount of $3,000,000 pursuant to that certain Development Agreement dated March 9, 2012 and entered into by and among the Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota (the "HRA"), the City of Ramsey Minnesota (the "City"), F & C Ramsey, LLC and F & C Ramsey Member, LLC, recorded in the office of the Anoka County Registrar of Titles on May 3, 2012 as Document No. 508341.004, as amended by that First Amendment to Development Agreement dated on or about even date herewith and to be recorded in the office of the Anoka County Registrar of Titles (as amended, the "Development Agreement"). Pursuant to Minnesota Statutes Section 469.033, Subd. 7, HRA Resolution #14-11-236 dated November 12, 2014 (the "HRA Resolution"), and City Resolution #14-12-262 dated December 9, 2014 (the "City Resolution"), the HRA transferred all of its assets, including its rights under the Development Agreement, to the City and the City approved the transfer of all of the HRA's assets to the City and dissolved the HRA. To document the HRA's transfer of its rights under the Development Agreement to the City pursuant to the HRA resolution and the City resolution, the City and the HRA executed an Assignment and Assumption Agreement dated February 12, 2015 and a Memorandum of Assignment and Assumption Agreement, which Memorandum of Assignment and Assumption Agreement will be recorded with the Anoka County Registrar of Titles.

Assignor represents and warrants that, immediately prior to the assignment and transfer consummated hereby, it was the record and beneficial owner of the right to receive the TIF Note from the issuer and had the exclusive right and full power to assign and transfer such right free of any claim, lien, security interest or encumbrance; provided, however, Assignee specifically acknowledges and agrees that it takes assignment of the right to be issued the TIF Note subject to the conditions and provisions stated in the Development Agreement.

Assignee agrees to indemnify, defend and hold Assignor harmless, from any loss, cost, claim, liability, expense or demand of any nature related to the TIF Note and/or the Development Agreement (including reasonable attorneys' fees) arising or accruing on or after the date hereof, including, but not limited to a breach of the Development Agreement. Assignor agrees to indemnify, defend and hold Assignee harmless, from any loss, cost, claim, liability, expense or demand of any nature related to the TIF Note and/or the Development Agreement (including reasonable attorneys' fees) arising or accruing prior to the date hereof, including, but not limited to a breach of the Development Agreement.

This assignment and any dispute arising hereunder relating to its execution and its validity, shall be governed or interpreted according to the laws of the State of Minnesota. Any proceeding or action must be commenced in Anoka County, Minnesota. The parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have set their hand and seals as of _____ ___, 2015.

ASSIGNOR:

F & C RAMSEY APARTMENTS, LLC,
an Indiana limited liability company

By: _____
Printed: _____
Its: _____

F&C RAMSEY, LLC
an Indiana limited liability company

By: _____
Printed: _____
Its: _____

ASSIGNEE:

RESIDENCE AT THE COR APARTMENTS LLC,
a Minnesota limited liability company

By: _____
Printed: _____
Its: _____

Consented to pursuant to the Development Agreement by:

CITY OF RAMSEY, MINNESOTA, BOTH FOR ITSELF AND AS SUCCESSOR-IN-INTEREST TO THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA

By:_____
Name:_____
Title: Mayor

By:_____
Name:_____
Title: City Administrator

EXHIBIT F
COLLATERAL ASSIGNMENT

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT AND TIF NOTE

This Collateral Assignment of Development Agreement and TIF Note ("**Collateral Assignment**") is dated as of March 31, 2015, by and between **RESIDENCE AT THE COR APARTMENTS LLC**, a Minnesota limited liability company ("**Assignor")** and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**").

Recitals

A. Simultaneously herewith Assignor is acquiring certain improved real property located in the County of Anoka, State of Minnesota, as more particularly described on Exhibit A attached hereto ("**Property**").

B. In connection with such acquisition, Assignor is assuming certain obligations under the Development Agreement dated March 9, 2012 ("**Development Agreement**") between the City of Ramsey, Minnesota, a home rule charter city organized and existing under the constitution and laws of the State of Minnesota (the "**City**"), and F & C Ramsey, LLC, an Indiana limited liability company ("**Prior Owner")** and recorded on title to the Property on May 3, 2012 as Document No. 508341.004 in the Anoka County Official Records ("**Official Records**"), pursuant to which the Property was subjected to certain restrictions by the City in connection with the prior development or rehabilitation of the Property.

C. The City has executed in favor of Assignor that certain Promissory Note of even date herewith, in the original principal amount of $3,000,000 (the "TIF Note").

D. In connection with the acquisition of the Property by Assignor, Lender is making a loan to Assignor in the original principal amount of $29,950,000.00 ("**Loan**") pursuant to a Multifamily Loan and Security Agreement between Lender and Assignor (as supplemented or amended from time to time, the "**Loan Agreement**") and evidenced by a Multifamily Note by Assignor to Lender (as supplemented or amended from time to time, the "**Note**"). The Loan is to be secured by a Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing that will be recorded in the Official Records (as supplemented or amended from time to time, the "**Mortgage**") (the Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the "**Loan Documents**").

E. As a condition of the Loan, Assignor has agreed to assign its rights and interests under the Development Agreement and the TIF Note to Lender for the purpose of securing certain obligations for which Assignor may become personally liable under the Loan Agreement.

Now therefore, in consideration of their mutual undertakings, and intending to be legally bound hereby, Lender and Assignor agree as follows:

1. For the purpose of securing the Loan, Assignor hereby transfers and collaterally assigns to Lender, its successors and assigns, and grants to the Lender a security interest in, all of Assignor's right, title and interest in and to the Development Agreement and the TIF Note.

2. Assignor shall not take or omit to take any action, the taking or omission of which might result in an alteration or impairment of (a) the Development Agreement, (b) the TIF Note, (c) this Collateral Assignment, or (c) any of the rights created by the aforementioned documents in the foregoing subparagraphs (a) – (c).

3. Assignor represents and warrants to Lender that: (a) Assignor has not assigned or pledged, and hereby covenants that it will not assign or pledge, so long as this Collateral Assignment shall remain in effect, any of its right, title or interest in or under the Development Agreement and/or the TIF Note to anyone other than Lender, its successors or assigns, and that it will not, except upon the prior written consent of Lender and upon the terms and conditions, if any, specified in any such consent, enter into any agreement amending or supplementing the Development Agreement and/or the TIF Note, or settle or compromise any claim against the maker of the TIF Note; (b) Assignor's right, title and interest in and to the TIF Note is not now subject to any lien, encumbrance or security interest; (c) to Assignor's knowledge, the Development Agreement and/or the TIF Note are in all respects in full force and effect and enforceable in accordance with their terms; and (d) to Assignor's knowledge, no default exists under the Development Agreement and/or the TIF Note as of the date of this Collateral Assignment.

4. This Collateral Assignment shall be binding upon Assignor, its heirs, successors and assigns, and shall inure to the benefit of Lender, its successors and assigns.

5. To the extent permitted by applicable law, Assignor waives all claims, damages and demands it may acquire against Lender arising out of the exercise by it of any rights hereunder, except for the Lender's gross negligence or willful misconduct. If any notice of a proposed sale or other disposition of the TIF Note shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

6. All rights and remedies afforded to Lender by reason of this Collateral Assignment and any other Loan Document, or by law, are separate and cumulative and not alternative to the exercise of any other of such rights or remedies. No delay or omission by Lender in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any right or remedy hereunder, and no modification or amendment hereof, shall be deemed made by Lender unless in writing and duly signed by an expressly authorized officer of Lender. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of Lender, and no single or partial exercise of any right or remedy hereunder shall preclude other or further exercise thereof or of any other right or remedy.

7. Any provision of this Collateral Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Collateral Assignment or affecting the validity or enforceability of such provision in any other jurisdiction.

8. This Collateral Assignment shall be governed by, and construed in accordance with, the laws of the State of Minnesota. Assignor waives personal service of any process and consents that such process shall be made by certified mail, return receipt requested, directed to Assignor at its address set forth in the Loan Documents, and service so made shall be deemed to be complete within five (5) days after it has been mailed.

9. From and after the date hereof, and for so long as this Collateral Assignment shall remain in full force and effect, Assignor, for itself, its successors and assigns, covenants and agrees to do all acts and execute and deliver all documents reasonably necessary to assist Lender in obtaining the rights, benefits and privileges granted pursuant to this Collateral Assignment.

10. The City of Ramsey is executing this Collateral Assignment to, and only to evidence its consent to the Assignor's collateral assignment of the Development Agreement and the TIF Note to Lender pursuant to the terms and conditions of this Collateral Assignment. The City also hereby confirms that, to its knowledge but without investigation, there are no defaults under the Development Agreement and the TIF Agreement. The City also hereby agrees that, prior to Lender's possession of the Property, Lender (at Lender's sole election) shall have the right (but not the obligation) to cure any default by Assignor under the Development Agreement on its and/or Assignor's behalf.

[THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

Executed the day and year first set forth above.

ASSIGNOR:

RESIDENCE AT THE COR APARTMENTS LLC, a Minnesota limited liability company

By:_____
W. Dean Weidner, as Trustee of the W. Dean Weidner Living Trust Under Trust Agreement Dated 10-23-98, as amended
Its: Sole Member

LENDER:

PNC BANK, NATIONAL ASSOCIATION, a national banking association

By:_____
Tara Suaya
Vice President

SEEN AND AGREED:
CITY:

CITY OF RAMSEY, MINNESOTA, a home rule charter city organized and existing under the constitution and laws of the State of Minnesota

By:_____
Name: Sarah Strommen
Title: Mayor

By:_____
Name: Kurt Ulrich
Title: City Administrator

EXHIBIT G
SUBORDINATION AGREEMENT

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SPACE ABOVE LINE FOR
RECORDER'S USE

Residence at the COR

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is effective as of the ___ day of March, 2015 by and among **THE CITY OF RAMSEY, MINNESOTA**, a home rule charter city organized and existing under the constitution and laws of the State of Minnesota ("**Governmental Entity**"), **RESIDENCE AT THE COR APARTMENTS LLC**, a Minnesota limited liability company **("Borrower")**, and **PNC BANK, NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("**Lender**").

RECITALS:

A. Simultaneously herewith Borrower is acquiring certain improved real property located in the County of Anoka, State of Minnesota, as more particularly described on Exhibit A attached hereto ("**Property**").

B. In connection with such acquisition, Borrower is assuming the rights and obligations of F & C Ramsey, LLC and F & C Ramsey Member, LLC under the Development Agreement between The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota (the "**HRA**"), the Governmental Entity, F & C Ramsey, LLC, an Indiana limited liability company ("**F & C Ramsey**") and F & C Ramsey Member, LLC, an Indiana limited liability company ("**F & C Member**") dated March 9, 2012 and recorded in the office of the Anoka County Registrar of Titles ("**Official Records**") on May 3, 2012 as Document No. 508341.004 in the Anoka County Official Records ("**Original Agreement**"), as affected by that certain Certificate of Certificate of Completion and Release of Forfeiture executed by the HRA and the Governmental Entity on October 31, 2014 and recorded in the Official Records on March __, 2015 as Document No. _____ (the "**Certificate of Completion**") and as amended by that certain First Amendment to Development Agreement dated on or about March ___ 2015 and to be recorded in the Official Records by and between the Governmental Entity, both for itself and in its capacity as the successor to the interest of the HRA; F & C Ramsey, F & C Member, and F & C Ramsey Apartments, LLC, an Indiana limited liability company, ("**F & C**

Ramsey Apartments"**),** as successor to certain rights and obligations of F & C Ramsey under the Original Agreement pursuant to that certain unrecorded Assignment and Assumption of Contracts dated March 9, 2012; (the "**First Amendment**") The Original Agreement, Certificate of Completion and First Amendment are referred to herein, collectively, as the "**Development Agreement**."

C. The Development Agreement creates certain covenants and restrictions and provides that the benefits and the burdens of the covenants and restrictions run with title to the Property and inure to the benefit of and are binding upon Borrower, as a successor in title to the Property.

D. In connection with the acquisition of the Property by Borrower, Lender is making a loan to Borrower in the original principal amount of $29,950,000.00 ("**Loan**") pursuant to a Multifamily Loan and Security Agreement between Lender and Borrower (as supplemented or amended from time to time, the "**Loan Agreement**") and evidenced by a Multifamily Note by Borrower to Lender (as supplemented or amended from time to time, the "**Note**"). The Loan is to be secured by a Multifamily Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing that will be recorded among the Official Records (as supplemented or amended from time to time, the "**Mortgage**") (the Loan Agreement, the Note and the Mortgage, together with all other documents executed with respect to the Loan, are hereinafter collectively referred to as the "**Loan Documents**").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing Recitals are hereby incorporated into this Agreement as agreements among the parties.

2. Mortgage Subject to Development Agreement. The Lender hereby acknowledges that its interest in the Property pursuant to the Mortgage is, as a matter of law, subject to the terms of the Development Agreement.

3. Financing, Encumbrance and Transfer Approval. Governmental Entity hereby acknowledges (i) the transfer of the Property to the Borrower, (ii) the financing evidenced by the Mortgage, and (iii) the collateral assignment of that certain Tax Increment Revenue Note that Governmental Entity has made in favor of Borrower as successor in interest to F & C Ramsey ("**TIF Note**"), from Borrower to Lender. Governmental Entity acknowledges and agrees that the "Minimum Improvements" (as defined in the Development Agreement) have been substantially completed, as evidenced by the Certificate of Completion, and that as a result of such substantial completion the Development Agreement does not prohibit or restrict the "Developer," as defined in the Development Agreement, or any of its successors and assigns, including, without limitation, Lender, if Lender forecloses the Mortgage or accepts a deed in lieu of foreclosure, from conveying the Property, assigning the Development Agreement or assigning the TIF Note.

4. Governmental Entity Notice of Default. Governmental Entity shall make best efforts to give Lender a concurrent copy of each material notice (including without limitation

each notice of default) given by Governmental Entity under or with respect to the Development Agreement; provided that Governmental Entity shall not be liable to Lender if Governmental Entity fails to provide Lender with such notice and Governmental Entity's failure to give such notice shall not prevent or impair, in any way, Governmental Entities enforcement of its rights under the Development Agreement against Borrower. Governmental Entity agrees that prior to Lender's possession of the Property, Lender (at Lender's sole election) shall have the right (but not the obligation) to cure any default by Borrower under the Development Agreement on its and/or Borrower's behalf. Governmental Entity hereby represents that, to the best of its actual knowledge, but without investigation, there is no current default under the Development Agreement.

5. Governmental Entity's Rights. Nothing in this Agreement is intended to abridge or adversely affect any right or obligation of Borrower and/or Governmental Entity, respectively, under the Development Agreement; provided that, (A) the Development Agreement may not be modified, amended, changed or altered without the prior written consent of Lender so long as the Loan is secured by the Property and (B) for so long as the Loan is secured by the Property, notwithstanding the terms of the Development Agreement to the contrary, neither Borrower nor Governmental Entity will, without Lender's prior written consent, exercise or seek any right or remedy under the Development Agreement or available at law or in equity which will or could result in (i) a transfer of possession of the Property or the control, operations or management thereof, (ii) collection or possession of rents or revenues from or with respect to the Property by any party other than Borrower or Lender; (iii) appointment of a receiver for the Property; (iv) application of insurance or condemnation proceeds other than as approved by Lender pursuant to the Loan Documents; or (v) removal or replacement of the existing property manager of the Property; or (vi) a material adverse effect on Lender's security for the Loan. Notwithstanding the foregoing, Governmental Entity may, without Lender's prior consent, commence, prosecute and acquire a judgment in an action in Anoka County District Court against Borrower to recover damages that Governmental Entity suffers or incurs as a result of Borrower's default under the Development Agreement, and Governmental Entity may enforce any such judgment in any manner permitted under Minnesota law.

6. Foreclosure by Lender. In the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender, no consent shall be required from Governmental Entity and Lender shall have no indemnification obligations to Governmental Entity for any period during which Lender does not own or is not in possession of the Property. Governmental Entity and Lender agree that the Development Agreement is superior to the Mortgage and further agree that neither the Development Agreement, the Assessment Agreement, as defined in the Development Agreement, nor the TIF Note will be extinguished or terminated in the event of foreclosure, deed in lieu of foreclosure, or similar disposition of the Property by Lender.

7. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto with regard to the subordination of the Mortgage to the Development Agreement, and shall supersede and cancel any prior agreements with regard to this subject matter.

8. Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties to this Agreement.

9. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

10. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

11. Notices. All notices required or permitted hereunder shall be deemed to have been received either (i) when delivered by hand and the party giving such notice has received a signed receipt thereof, or (ii) three (3) days following the date deposited in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or addressed in such other manner as the party being notified shall have requested by written notice to the other party):

If to Governmental Entity:

City of Ramsey, Minnesota
Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, MN 55303
Attention: City Administrator

If to Lender:

PNC Bank, National Association
26901 Agoura Road, Suite 200
Calabasas Hills, California 91301
Attention: Loan Servicing Manager

If to Borrower:

Residence at the COR Apartments LLC
9757 Juanita Drive, Suite 300
Kirkland, Washington 98034
Attention: Ben Katon

12. Further Instruments. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged or delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

13. Valid Authorization. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

14. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

[The Parties Signatures Follow on Separate Pages]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

GOVERNMENTAL ENTITY:

THE CITY OF RAMSEY, MINNESOTA, a public body politic and corporate under the laws of the State of Minnesota

By:_____
Name: Sarah Strommen
Title: Mayor

By:_____
Name: Kurt Ulrich
Title: City Administrator

STATE OF MINNESOTA, ANOKA COUNTY:

The foregoing instrument was acknowledged before me on this ____ day of March, 2015 by Sarah Strommen and Kurt Ulrich, the Mayor and City Administrator of the City of Ramsey, Minnesota, a a home rule charter city organized and existing under the constitution and laws of the State of Minnesota .

_____
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

BORROWER:

RESIDENCE AT THE COR APARTMENTS LLC, a Minnesota limited liability company

By:
W. Dean Weidner, as Trustee of the W. Dean Weidner Living Trust Under Trust Agreement Dated 10-23-98, as amended
Its: Sole Member

STATE OF WASHINGTON, KING COUNTY:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this _____ day of March, 2015 by W. Dean Weidner, as Trustee of the W. Dean Weidner Living Trust Under Trust Agreement Dated 10-23-98, as amended, who is Sole Member of Residence at the COR Apartments LLC, a Minnesota limited liability company, for and on behalf of the limited liability company.

Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year above written.

LENDER:

PNC BANK, NATIONAL ASSOCIATION, a national banking association

By:
Tara Suaya
Vice President

STATE OF _____, _____ County, ss:

The foregoing instrument was acknowledged before me in the above-stated jurisdiction this _____ day of _____, 2015 by Tara Suaya who is Vice President of PNC Bank, National Association, a national banking association, for and on behalf of the banking association.

Notary Public

EXHIBIT A

Legal Description

Lot 3, Block 1, COR ONE, according to the recorded plat thereof, Anoka County, Minnesota.

Being Registered land as is evidenced by Certificate of Title No. 121654.
PID: 28-32-25-31-0018

Together with appurtenant easement(s) for parking purposes contained in Document No. 508341.011, as amended by Document No. 519251.002.

Together with appurtenant easement(s) for access purposes contained in Document No. 508341.013.

Together with appurtenant easement(s) for encroachment purposes contained in Document No. 509830.001.

EXHIBIT H
MAINTENANCE AGREEMENT

SHARED MAINTENANCE AGREEMENT

THIS SHARED MAINTENANCE AGREEMENT (the "**Agreement**"), is made as of the ____ day of _____, 2015, by F&C Ramsey Apartments, LLC, an Indiana limited liability company ("**F&C**"), and the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota ("**City**").

RECITALS:

1. F&C owns certain land and improvements located in Anoka County, Minnesota, which is more particularly described on **Exhibit A** attached hereto and made a part hereof ("**F&C's Land**"), on which there is constructed a four story apartment building and related improvements ("**F&C's Building**," and together with F&C's Land, "**F&C's Real Estate**");

2. City owns certain land and improvements located in Anoka County, Minnesota, which is more particularly described on **Exhibit B** attached hereto and made a part hereof ("**City's Land**"), on which there is constructed a multilevel parking building ("**City's Building**", and together with City's Land, "**City's Real Estate**");

3. F&C's Building and City's Building are located immediately adjacent to one another but the parties acknowledge that F&C's Building does not provide support for City's Building and City's Building does not provide support for F&C's Building. F&C's Building and City's Building (each, a "**Building**" and together the "**Buildings**") share certain oversized footings for support (the "**Footings**") and at the top of the common wall area F&C constructed certain improvements to prevent water, dirt and debris from going between the Buildings (the "**Wall Cap")** (the Footings and Wall Cap together may be referred to as the "**Shared Improvements**"); and

4. F&C and City each desire to provide for the preservation and enhancement of their respective properties, and to provide for the maintenance, repair and reconstruction, if necessary, of the Shared Improvements.

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

1. The use, maintenance, repair and reconstruction of the Shared Improvements shall be governed according to the following:

(a) F&C shall maintain, repair and/or reconstruct or cause to be maintained, repaired and/or reconstructed the Wall Cap, and City hereby grants to F&C and its agents and contractors such access to City's Building and City's Real Estate as may be reasonably necessary to perform such maintenance, repair and/or reconstruction.

(b) The cost and expense of the maintenance, repair and/or reconstruction described in Section 1(a) shall be shared equally by F&C and City. City will reimburse F&C within thirty (30) days following its receipt of an invoice and reasonable supporting documentation of such cost or expense.

(c) Either party may, at its sole cost and expense, take such actions as the party deems necessary to maintain, repair and/or reconstruct or cause to be maintained, repaired and/or reconstructed the Footings serving its Building..

(d) Any repairing or reconstruction of the Wall Cap shall be on the same location and of substantially the same size as Wall Cap being repaired replaced and of the same or similar material, of the same quality or better, as that used in the original Wall Cap or portion thereof.

(e) Notwithstanding subsection (a) above, if all or any portion of the Wall Cap is destroyed or damaged by fire or other cause that also damages one but not both of the Buildings, the owner of the damaged Building shall restore the affected Wall Cap at its sole cost and expense.

(f) Notwithstanding anything in the foregoing to the contrary, in the event all or any portion of the Wall Cap is damaged or destroyed by the default, negligence or intentional misconduct of one of the parties hereto or its agents, tenants, contractors, employees or invitees, such party shall, at its sole cost and expense, rebuild or repair the Wall Cap or portion thereof so that the Wall Cap after restoration shall be in substantially the same condition which existed prior to such damage or destruction.

2. In the event that any controversy arises between the parties hereto with respect to the necessity for or cost of maintenance, repairs and/or reconstruction or with respect to any other rights or liabilities of the parties to this Agreement, the prevailing party shall be entitled to be reimbursed by the non-prevailing party for the reasonable attorneys' fees incurred by the prevailing party.

3. This Agreement shall be governed by and subject to the Laws of the State of Minnesota**.** Any action, litigation or suit (a "**Proceeding**") arising out of or relating to this Agreement may be brought in the courts of Anoka County in the State of Minnesota, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Minnesota, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such Proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court and agrees not to bring any Proceeding arising out of or relating to this Agreement in any other court.

4. This Agreement shall be recorded with the Registrar of Titles of Anoka County, Minnesota.

5. All notices, elections, requests and other communication hereunder shall be in writing and shall be deemed given; (i) when personally delivered, or (ii) the next business day after being deposited with a recognized overnight mail or courier delivery service, addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein).

If to F&C:

F&C Ramsey Apartments, LLC
c/o Flaherty & Collins Properties
c/o Cushman & Wakefield/NorthMarq
3500 American Blvd. West, Ste. 200
Bloomington, MN 55431
Attn: Lance Steiger

with a copy to:	Barnes & Thornburg LLP 11 South Meridian Street Indianapolis, Indiana 46204 Attn: David Durm, Esq.
If to City:	City of Ramsey, Minnesota Ramsey Municipal Center 7550 Sunwood Drive Ramsey, MN 55404 Attn: City Administrator
with a copy to:	Briggs and Morgan, PA 2200 IDS Center 80 South 8th Street Minneapolis, MN 55402 Attention: Thomas L. Bray, Esq.

6. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute one and the same instrument.

7. This Agreement shall run with the land and shall be binding upon and inure to the benefit of F&C and City, and their respective successors and assigns, in title to F&C's Real Estate or Ramsey's Real Estate, as the case may be. F&C and City each represent that they have the authority to enter into this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

F&C RAMSEY APARTMENTS, LLC, an Indiana limited liability company

By: _____
David M. Flaherty, Managing Member

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David M. Flaherty, Managing Member of F&C Ramsey Apartments, LLC, an Indiana limited liability company, who having been duly sworn upon his oath acknowledged the execution of the foregoing Party Wall Agreement for and on behalf of said entity.

Witness my hand and Notarial Seal this _____ day of _____, 2015.

My Commission Expires:

_____

Notary Public Residing in _____ County, _____

_____
(Printed Signature)

CITY OF RAMSEY, MINNESOTA

By: _____

Printed: , Its Mayor

By: _____

Printed: ,Its City Administrator

STATE OF _____)
)SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ and _____, the Mayor and the City Administrator, respectively, of the City of Ramsey, Minnesota home charter City, who having been duly sworn upon their oaths acknowledged the execution of the foregoing Party Wall Agreement for and on behalf of said entity.

Witness my hand and Notarial Seal this _____ day of _____, 2015.

My Commission Expires:

_____

Notary Public Residing in _____ County, _____

_____
(Printed Signature)

This instrument prepared by David Durm, Attorney-at-Law
Barnes & Thornburg, LLP, 11 South Meridian Street, Indianapolis, Indiana 46204

EXHIBIT A

Lot 3, Block 1, COR ONE, according to the recorded plat thereof, Anoka County, Minnesota.

EXHIBIT B

Lot 2, Block 1, COR ONE, according to the recorded plat thereof, Anoka County, Minnesota.

INDS01 DDURM 1502147v2

EXHIBIT I
ENCROACHMENT EASEMENT AMENDMENT

AMENDED AND RESTATED GRANT OF ENCROACHMENT EASEMENT

This **AMENDED AND RESTATED GRANT OF ENCROACHMENT EASEMENT** (this "Grant of Easement") is executed as of the ___ day of April, 2015 by the City of Ramsey, Minnesota, a charter city organized and existing under the constitution and laws of the State of Minnesota (the "Grantor") and, as of the date hereof, amends, restates, supercedes and replaces that certain Grant of Encroachment Easement recorded in the office of the Anoka County Registrar of Titles on August 2, 2012 as Document No. 509830.001 (the "Original Easement").

RECITALS

A. Grantor owns the real property located in Anoka County, Minnesota legally described on the attached **Exhibit A** (the "Burdened Property"), on which Grantor has constructed a municipal parking ramp.

B. F&C Ramsey Apartments, LLC, an Indiana limited liability company (the "Grantee"), owns real property located in Anoka County, Minnesota legally described on the attached **Exhibit B** (the "Benefited Property") that is adjacent to the Burdened Property and on which Grantee has constructed a residential apartment building.

C. Grantee's residential apartment building encroaches onto the Burdened Property. Grantor has therefore agreed to grant an easement for the encroachment to Grantee, subject to the terms set forth below.

In consideration of the foregoing, Grantor hereby declares:

GRANT OF EASEMENT

1. **Easement.** Grantor hereby grants, for the benefit of Grantee and Grantee's tenants, a perpetual, non-exclusive appurtenant easement over, under, and across that portion of the Burdened Property described on Exhibit C (the "Easement Area"). The easement is appurtenant to the Benefitted Property. The purpose of the easement is to give Grantee the right to use the Easement Area and the footings that Grantor constructed in the Easement Area for the use, maintenance, repair and replacement of a portion of the residential apartment building that Grantee has constructed on the Benefitted Property.

2. **No Required Relocation of the Boundary Line.** Notwithstanding anything to the contrary in the Original Easement**,** Grantor and Grantee shall not be required to relocate the common lot line between the Burdened Property and the Benefitted Property.

3. **Enforcement**. The Grantor and Grantee have the right to enforce the terms of this Grant of Easement in a legal or equitable action brought in a court of competent jurisdiction, and the prevailing party in any such action is entitled to recover from the opposing party the prevailing party's attorney's fees and costs. No waiver by either party of any default under this Grant of Easement shall be effective or binding upon such party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default hereunder.

4. **Amendment or Termination.** No amendment, modification or termination of this Grant of Easement shall be effective unless made by written instrument signed by Grantor and Grantee or their respective successors and assigns.

5. **Run With Title.** The Easement and covenants described herein run with title to the Burdened and Benefited Properties and inure to the benefit of and are binding upon all owners of the Burdened and Benefited Properties, their heirs, personal representatives and successors in title.

6. **Non-Merger.** It is the intent of the Grantor that if, at any time, the Burdened Property and the Benefited Property come under common ownership, the Easement created herein shall not merge into any successor owner's ownership.

7. **Counterparts.** This Grant of Easement may be executed in separate counterparts, all of which may subsequently be assembled into one agreement for recording or other purposes.

8. **Headings.** The headings of sections in this Grant of Easement are for convenience only. They form no part of this Grant of Easement and shall not affect its interpretation. All schedules, exhibits, addenda or attachments referred to are incorporated and made a part of this Grant of Easement.

9. **Integration.** This Grant of Easement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether written or oral.

10. **Recording.** This Grant of Easement shall be recorded against the title to each of the properties.

11. **Governing Law.** This Grant of Easement shall be governed by and construed under the laws of the State of Minnesota.

(Remainder of page intentionally left blank; signature page follows)

GRANTOR:

CITY OF RAMSEY

By: _____

Its: Mayor

By: _____

Its: City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, the Mayor, and _____, the City of Administrator, of the City of Ramsey, a Minnesota municipal corporation on behalf of said corporation.

_____

Notary Public

____

Drafted By:

Separate Signature Page to Grant of Easement

EXHIBIT A

(Legal Description of Burdened Property)

Lot 2, Block 1, COR ONE, Anoka County, Minnesota.

EXHIBIT B

(Legal Description of Benefited Property)

Lot 3, Block 1, COR ONE, Anoka County, Minnesota

EXHIBIT C

(Legal Description of Easement)

The westerly 1.33 feet of Lot 2, Block 1, COR ONE, Anoka County, Minnesota.

CITY OF RAMSEY

F & C Ramsey Apartments, LLC

Sale of Lot 3, Block 1, COR ONE, Anoka County, MN to

Residence at the COR Apartments LLC

1. Briggs and Morgan Memorandum to the City Council. **6983737v1**
2. Resolution # 15-__-____of the Ramsey City Council Authorizing Various Actions Relating to F&C Ramsey Apartments, LLC's Sale of Residence at the COR. **6911974v3**
3. First Amendment to Development Agreement. **6906278v6**
4. Estoppel Certificate for Development Agreement. _____
5. Estoppel Certificate for Amended and Restated Parking Use and Maintenance. _____
6. Assignment and Assumption of TIF Note and Development Agreement. **6983744v1**
7. Tax Increment Revenue Note. **6914874v__**
8. Collateral Assignment of Development Agreement and TIF Note. **6969554v__**
9. Subordination Agreement. **6983745v1**
10. Maintenance Agreement (Re: "Party Wall"). **69833739v2**
11. Amended and Restated Grant of Encroachment Easement. **6983738v2**
12. Memorandum of Assignment and Assumption Agreement (Executed 2/12/2015).

Record ID 2491106

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA,

THE CITY OF RAMSEY, MINNESOTA

F & C RAMSEY, LLC

AND

F & C RAMSEY MEMBER, LLC

508341.004

Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402

33274 DH (2)

Table of Contents

Page

ARTICLE I RECITALS 1

ARTICLE II DEFINITIONS 2

Section 2.1 Definitions 2

ARTICLE III REPRESENTATIONS, WARRANTIES AND COVENANTS 6

Section 3.1 Representations and Warranties of the City and the HRA 6

Section 3.2 Representations, Warranties and Covenants of Developer and Borrower 7

ARTICLE IV PURCHASE AGREEMENT 8

Section 4.1 Purchase Agreement 8

Section 4.2 Relationship Between this Agreement and the Purchase Agreement 8

Section 4.3 Right of Reverter 8

ARTICLE V DEVELOPER'S CONSTRUCTION OF THE MINIMUM IMPROVEMENTS 9

Section 5.1 Required Approvals 9

Section 5.2 Submission of Construction Plans 9

Section 5.3 Review of the Construction Plans 9

Section 5.4 Commencement and Completion of Construction of the Minimum Improvements 10

Section 5.5 Certificate of Completion 10

ARTICLE VI TIF FINANCING 11

Section 6.1 Issuance of the TIF Note 11

Section 6.2 Amount of the TIF Note 11

Section 6.3 Interest 12

Section 6.4 Payments 12

Section 6.5 TIF Note Shall Be a Limited Obligation of the City 12

Section 6.6 Conditions Subsequent 12

Section 6.7 Terms of the TIF Note 12

Section 6.8 Borrower's Prepayment of Loan No. 2 12

ARTICLE VII LOAN NO. 1 13

Section 7.1 Loan No. 1 13

Table of Contents
(continued)

Page

Section 7.2 Loan Agreement, Note No. 1 and Corporate Guaranty 13
Section 7.3 Fee in Lieu of Interest and Default Interest Rate 13
Section 7.4 Repayment Terms 13
Section 7.5 Prepayments 14
Section 7.6 Submission of Financial Information 14
Section 7.7 Principal Forgiveness 14
ARTICLE VIII LOAN NO. 2 14
Section 8.1 Loan No. 2 14
Section 8.2 Loan Agreement, Note No. 2, and Personal Guaranty 15
Section 8.3 Initial Interest Rate, Interest Rate Increase and Default Interest Rate 15
Section 8.4 Repayment Terms 15
Section 8.5 Prepayments 15
Section 8.6 Limitations on Disbursements and Disbursement of Costs of Issuance 16
Section 8.7 Credit Against Interest 16
ARTICLE IX PARKING RAMP IMPROVEMENTS 16
Section 9.1 Parking Ramp Improvements 16
ARTICLE X REAL ESTATE TAX PAYMENTS AND ASSESSMENT AGREEMENT 16
Section 10.1 Real Property Taxes 16
Section 10.2 Assessment Agreement 17
ARTICLE XI RESTRICTIONS ON ASSIGNMENTS AND TRANSFERS, SUBORDINATION AND RENTAL RESTRICTIONS 18
Section 11.1 Prohibition against Transfer of the Development Property; Assignment of Development Agreement; Assignment of the TIF Note and Transfer of Membership Interests in Developer 18
Section 11.2 Permitted Collateral Assignments 19
Section 11.3 Subordination of Development Agreement to Project Mortgage and Extension of Time to Cure 19
Section 11.4 Rental Restrictions 19
Section 11.5 Permitted Assignment to F & C Ramsey Apartments, LLC 19

Table of Contents
(continued)

Page

ARTICLE XII INDEMNIFICATION OF THE CITY AND THE HRA 20
Section 12.1 Indemnification of the City and the HRA 20
ARTICLE XIII DEVELOPER AND BORROWER EVENTS OF DEFAULT 21
Section 13.1 Events of Default Defined 21
Section 13.2 Remedies on Default 22
ARTICLE XIV ADDITIONAL PROVISIONS 23
Section 14.1 Conflicts of Interest 23
Section 14.2 No Remedy Exclusive 23
Section 14.3 No Implied Waiver 23
Section 14.4 Titles of Articles and Sections 23
Section 14.5 Notices and Demands 23
Section 14.6 Counterparts 25
Section 14.7 Law Governing 25
Section 14.8 Covenants to Run with Title 25
Section 14.9 Time is of the Essence 26
Section 14.10 Enforceability 26
Section 14.11 No Third Party Beneficiaries 26
Section 14.12 Termination 26
Section 14.13 Business Days 26
Section 14.14 Agreement to Pay Attorney's Fees and Expenses 26
EXHIBIT A CERTIFICATE OF COMPLETION 1
EXHIBIT B FORM OF TIF NOTE 1
EXHIBIT C LOAN AGREEMENT 1
EXHIBIT D-1 NOTE NO. 1 1
EXHIBIT D-2 NOTE NO. 2 1
EXHIBIT E-1 CORPORATE GUARANTY 1
EXHIBIT E-2 PERSONAL GUARANTY 1
EXHIBIT F ASSESSMENT AGREEMENT 1
EXHIBIT G DEVELOPMENT FEES 1
EXHIBIT H DESCRIPTION OF THE ADDITIONAL PARKING IMPROVEMENTS 1

Table of Contents
(continued)

Page

EXHIBIT I DESCRIPTION OF THE MINIMUM IMPROVEMENTS..... 1

DEVELOPMENT AGREEMENT

The parties to this Development Agreement (the "Agreement") are The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota a public body politic and corporate under the laws of the State of Minnesota (the "HRA"); the City of Ramsey, Minnesota (the "City"), a home rule charter city organized and existing under the constitution and laws of the State of Minnesota; F & C Ramsey, LLC, an Indiana limited liability company ("Developer"); and F & C Ramsey Member, LLC, an Indiana limited liability company ("Borrower"). This Development Agreement is dated, for reference purposes, and is effective as of March 9, 2012 (the "Effective Date"). This Agreement replaces the Development Agreement between the HRA, the City and Developer dated January 31, 2011, and the January 31, 2011 Development Agreement is hereby terminated and of no further force or effect.

ARTICLE I

RECITALS

WHEREAS, the HRA owns the "Development Property," as defined below.

WHEREAS, the Development Property is located in the Development District. The City established the Development District on August 27, 1985 pursuant to Minnesota Statutes, Sections 469.124 through 469.134. The City adopted the Development Program for the Development District on August 27, 1985, and the City has amended it from time to time. The most recent amendments to the Development Program were adopted on or about December 14, 2010.

WHEREAS, Developer wants to acquire the Development Property from the HRA and construct the Minimum Improvements on the Development Property, but Developer has determined that it cannot acquire the Development Property and construct the Minimum Improvements on the Development Property without financial assistance from the City and the HRA.

WHEREAS, the HRA and the City are entering into this Development Agreement with Developer and Borrower to further the objectives of the Development Program and, particularly, to make the Development Property available for development by private enterprise in conformance with the Development Program.

WHEREAS, the same individuals and entities that own Developer own Borrower.

WHEREAS, the HRA had determined that 50% of the Minimum Improvements constitutes a Housing Development Project pursuant to the Act.

WHEREAS, the HRA has adopted a housing program in connection with the Housing Development Project.

WHEREAS, pursuant to the Act and the Tax Increment Act the City has the authority to issue bonds to finance all or a portion of the cost of the Housing Development Project.

WHEREAS, the City believes that the Project and the fulfillment of this Agreement are in the best interests of the City and further the health, safety, morals and welfare of residents of the City and that the Project has been undertaken and is being assisted in accordance with a public purpose and the provisions of the applicable state and local laws and requirements.

ARTICLE II

DEFINITIONS

Section 2.1 Definitions. Capitalized word and phrases used in this Development Agreement have the following meanings:

Act means collectively, Minnesota Statutes 469 and 462C;

Affiliate means a natural person, trust, trustee, corporation, limited liability company, partnership or limited partnership that: controls Developer or Borrower, is controlled by Developer or Borrower or is controlled by the same individuals and entities that control Developer or Borrower. A person or entity "controls" an entity if the person or entity, directly or indirectly or acting in or through one or more subsidiaries, owns, controls or holds with power to vote, more than 50 percent of the voting interest in the entity. An entity is "controlled by" a person or entity if that person or entity, directly or indirectly or acting in or through one or more subsidiaries, owns, controls or holds with power to vote, more than 50 percent of the voting interests in the entity. Control does not exist if the powers described in this subsection are held solely as a security interest and have not been exercised;

Agreement means this Development Agreement, as the same may be modified, amended or supplemented from time to time;

Assessment Agreement means an Assessment Agreement pursuant to Minnesota Statues, Section 469.177, Subd. 8 specifying minimum market values for the Development Property as of January 2, 2013 and each January 2 thereafter through and including January 2, 2036 which minimum market values will be used for the calculation of real property taxes due and payable with respect to the Development Property. The form of Assessment Agreement is attached as Exhibit F;

Borrower means F & C Ramsey Member, LLC, an Indiana limited liability company;

Business Day means any day other than a Saturday, Sunday or a state or federal holiday that financial institutions or post offices in the state of Minnesota close to observe;

Certificate of Completion means a certificate in the form attached as Exhibit A;

City means the City of Ramsey, Minnesota;

Commencement Date means the date 90 days after the date the HRA and the Developer close on the Developer's purchase of the Development Property from the HRA pursuant to the Purchase Agreement;

Completion Date means the date two years after the Commencement Date;

Construction Plans means the plans, specifications, drawings and related documents for the construction of the Minimum Improvements that Developer submits to the City pursuant to Section 5.2;

Corporate Guarantor means Flaherty & Collins Construction, Inc., an Indiana Corporation;

Corporate Guaranty means the guaranty that the Corporate Guarantor executes in favor of the HRA to provide security for the performance of Borrower's obligations under the Note No. 1. The form of Corporate Guaranty is attached as Exhibit E-1;

Cost of Issuance means all costs and expenses the City and the HRA will incur and any underwriter's discount the HRA will give in connection with the issuance of the Temporary Tax Increment Bonds including but not limited to: rating agency fees, financial advisor's fees, bond attorney's fees, county fees, up to a maximum of $91,000.00. The City will not have issued the Temporary Tax Increment Bonds as of the Date of Closing, so Costs of Issuance will be determined based on the City's reasonable estimate;

County means Anoka County, Minnesota;

Date of Closing means the "Date of Closing" as defined in the Purchase Agreement;

Developer means F & C Ramsey, LLC, an Indiana limited liability company; F & C Ramsey Apartments, LLC, an Indiana limited liability company, if F & C Ramsey, LLC assigns its rights and obligations under this Agreement to F & C Ramsey Apartments, LLC pursuant to Section 11.5; and any successor in title to all or any portion of the Development Property;

Development District means the City's Development District No. 1;

Development Fees means the fees and charges payable to the City pursuant to Chapter 117 of the City's Ordinances in connection with City's approval of the plat of COR ONE. The categories of the "Development Fees" and the City's current estimate of the amounts of the various "Development Fees" are specifically identified on Exhibit G;

Development Program means the development program the City has approved for the Development District;

Development Property means the portion of Lot 1, Block 1, Lot 2, Block 1 and Outlot A, RAMSEY TOWN CENTER 5TH ADDITION, Anoka County, Minnesota to be platted as Lot 3, Block 1, COR ONE, Anoka County, Minnesota and all improvements currently located or subsequently constructed thereon;

Eligible Costs means 50% of the actual costs Developer incurs to acquire the Developer Property and construct the Minimum Improvements; provided, however, that any costs that Developer or Borrower pays with the proceeds of Loan No. 1 are not Eligible Costs and provided further that any costs that Developer or Borrower pays with the proceeds of the Loan No. 2 are not Eligible Costs unless and until Loan No. 2 is repaid in full in accordance with the terms of this Agreement;

Event of Default means any of the events described in Section 13.1;

Existing Parking Ramp means the approximately 590 stall public parking ramp located at 7650 Sunwood Drive, Ramsey, Minnesota;

Final Construction Plans means construction plans that the City has approved pursuant to Section 5.3;

Housing Development Project means 50% of the Minimum Improvements which are intended for occupancy by persons of moderate income and their families;

HRA means The Housing and Redevelopment Authority in and for the city of Ramsey, Minnesota, a public body politic incorporated under the laws of the State of Minnesota;

Loan Agreement means the loan agreement between the HRA and Borrower which establishes the HRA's and Borrower's rights and obligations with respect to Loan No. 1 and Loan No. 2. The form of the Loan Agreement is attached as Exhibit C;

Loan No. 1 means the $1,420,000.00 loan the HRA makes to Borrower for the Housing Development Project pursuant to Article VII;

Loan No. 2 means the loan the HRA makes to Borrower for the Housing Development Project pursuant to Article VIII. The original principal amount of Loan No. 2 will be equal to the sum of (i) $6,825,000; and (ii) the Costs of Issuance;

Minimum Improvements means the improvements described on Exhibit I until the City approves the Construction Plans and means the improvements described and depicted on the Final Construction Plans, after the City approves the Construction Plans;

Net Cash Flow means, for any calendar year, Net Operating Income for that calendar year less the scheduled debt service payments due on the Project Loan in that calendar year and less reasonable contributions to replacement reserves;

Net Operating Income. means, for any calendar year, all income derived from the Development Property, including, but not limited to rents received from the rental of residential apartments, parking stalls or non-residential space, in the Development Property less Operating Expenses actually incurred in that calendar year;

Note No. 1 means the $1,420,000.00 Promissory Note that Borrower executes and delivers to the HRA to evidence Borrower's obligation to repay the Loan No. 1. The form of the Note No. 1 is attached as Exhibit D-1;

Note No. 2 means the Promissory Note that Borrower executes and delivers to the HRA to evidence Borrower's obligation to repay the Loan No. 2. The form of the Note No. 2 is attached as Exhibit D-2. Prior to Borrower's execution of Note No. 2 pursuant to Section 8.2, the HRA will determine the Costs of Issuance and to notify Borrower of the original principal amount of Loan No. 2;

Operating Expenses. means the reasonable and customary expenses Developer incurs to operate and maintain the Development Property. Operating Expenses do not include (i) debt service payments on any loans to Developer; (ii) expenses Developer incurs to make improvements, repairs or replacements to the Development Property, the cost of which Developer is obligated to capitalize rather than expense under generally accepted accounting principles, consistently applied; or contributions to replacement reserves;

Parking Ramp Addition means the approximately 200 stall addition to the Existing Parking Ramp that the Purchase Agreement obligates the City to construct on the Parking Ramp Property;

Parking Ramp Property means the portion of Lot 1, Block 1, RAMSEY TOWN CENTER 5TH ADDITION, Anoka County, Minnesota depicted as Lot 2, Block 1, COR ONE, Ramsey County, Minnesota;

Personal Guarantor means David M. Flaherty;

Personal Guaranty means the guaranty that the Personal Guarantor executes in favor of the HRA to provide security for the performance of Borrower's obligations under the Note No. 2. The form of Personal Guaranty is attached as Exhibit E-1;

Pledge Agreement means the Pledge Agreement as defined and described in the Loan Agreement;

Project means Developer's acquisition of the Development Property and construction of the Minimum Improvements in accordance with the terms of this Agreement;

Project Loan. means (1) the credit facility described in the Proposal Letter dated August 4, 2011 and executed by PNC Bank, National Association and Flaherty & Collins Properties and the Summary of Terms and Conditions attached thereto; and (2) a loan that a third party makes to a Developer if (a) all or a portion of the proceeds of the loan are used to fully satisfy a prior Project Loan; and (b) the loan is secured by a first lien mortgage on the Development Property;

Project Mortgage means any first lien mortgage on the Development Property that Developer grants to a third party to secure the repayment of a Project Loan;

Purchase Agreement means the Purchase Agreement between the HRA and Developer of even date herewith that sets forth the terms and conditions under which the HRA will convey the Development Property to Developer;

Sale of the Development Property means a voluntary or involuntary conveyance of all or any undivided interest in Developer's fee title to all or any material portion of the Development

Property to an entity other than an Affiliate; a lease of all or any material portion of the Development Property to an entity other than an Affiliate for a term (including any rights to renew or extend) that exceeds twenty (20) years; or a voluntary or involuntary transfer of any membership interests in Developer to an entity other than an Affiliate;

State means the State of Minnesota;

Tax Increments means 85% of the tax increments derived from the Development Property as determined by the City in its sole discretion, which have been paid to the City between January 1, 2015 and February 1, 2038 and which the City is entitled to retain pursuant to the provisions of the Tax Increment Act;

Tax Increment Act means the Tax Increment Financing Act, Minnesota Statutes, Sections 469.174 through 469.1799, as amended;

Tax Increment District means the City's Tax Increment District No. 14;

Tax Increment Financing Plan means the plan for the Tax Increment District that the City adopted, by resolution, on December 14, 2010;

Temporary Tax Increment Bonds means the Temporary Tax Increment Bonds the City issues pursuant to the Tax Increment Act, the proceeds of which the City will make available to the HRA and a portion of which proceeds the HRA will use to fund Loan No. 2;

Termination Date means the earlier of (i) the date Developer has completed construction of the Minimum Improvements; Borrower has repaid the Loan No. 1 in full; Borrower has repaid the Loan No. 2 in full; and the City has paid the TIF Note in full; or (ii) the last TIF Note Payment Date;

TIF Note means a Tax Increment Revenue Note, in the form attached as Exhibit B;

TIF Note Payment Date means October 1, 2015 and each February 1 and August 1 thereafter through and including February 1, 2038; provided, that if any such TIF Note Payment Date is not a Business Day, the TIF Note Payment Date is the next succeeding Business Day; and

Unavoidable Delay means a delay in Developer's commencement or completion of the Minimum Improvements that is the direct result of an act of God, other than weather related conditions or events that are reasonably foreseeable both in terms of the likelihood of their occurrence and their severity; war, riots, or civil disorder; labor strikes or labor shortages; shortages of necessary materials; or litigation commenced by third parties that, either by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.1 Representations and Warranties of the City and the HRA. The City and the HRA make the following representations and warranties:

(a) The City represents and warrants that the City is a municipal corporation and political subdivision organized under the provisions of the constitution and laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(b) The City represents and warrants that the development of the Development Property contemplated in this Agreement conforms with the development objectives of the Development Program.

(c) On or about December 14, 2010, the City approved and adopted the Tax Increment Financing Plan and established the Tax Increment District which includes the Development Property and that qualifies as a redevelopment district under the Tax Increment Act.

(d) The HRA represents and warrants that the HRA is a body politic and corporate under the laws of the State of Minnesota and has the power to enter into this Agreement and carry out its obligations hereunder.

(e) The HRA represents and warrants that at a public hearing held on September 27, 2011 after published notice, the HRA's Board approved this Development Agreement and approved the HRA's conveyance of the Development Property to Developer pursuant to this Development Agreement and without public bidding, all as required by Minnesota Statutes Section 469.029, Subd. 2.

Section 3.2 Representations, Warranties and Covenants of Developer and Borrower. Developer and Borrower each make the following representations, warranties and covenants:

(a) Developer and Borrower represent and warrant that both Developer and Borrower are limited liability companies organized, validly existing and in good standing under the laws of the State of Indiana, that each has the power to enter into this Agreement and to perform its obligations hereunder and by entering into and performing its obligations under this Agreement neither Borrower nor Developer will be in violation of the its articles, bylaws or member control agreement.

(b) Developer and Borrower represent that Developer would not undertake the Project and in Developer's and Borrower's opinion, the Project would not be economically feasible within the reasonably foreseeable future without the assistance and benefit provided for in this Agreement.

(c) Developer and Borrower represent and warrant that neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor

the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer or Borrower is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(d) Developer and Borrower agree that Developer and Borrower will cooperate fully with the City and the HRA with respect to any litigation a third party may commence with respect to the Development Property; provided, however, that neither Developer nor Borrower shall be obligated to settle any litigation to which it is a party unless it approves such settlement in its sole discretion. This covenant shall survive the termination of this Agreement.

(e) Developer and Borrower agree to cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(f) Developer and Borrower represent and warrant to the City and the HRA that the same individuals and entities that own Developer own Borrower.

ARTICLE IV

PURCHASE AGREEMENT

Section 4.1 Purchase Agreement. The HRA and Developer are executing the Purchase Agreement and delivering it to one another contemporaneously with the execution and delivery of this Agreement.

Section 4.2 Relationship Between this Agreement and the Purchase Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Purchase Agreement, the terms of this Agreement control. If the HRA or Developer terminate the Purchase Agreement, this Agreement automatically terminates except as to terms and provisions that this Agreement expressly states survive a termination of this Agreement. The Purchase Agreement provides that if the City, HRA or Developer terminate this Agreement, the Purchase Agreement automatically terminates except as to terms and provisions that the Purchase Agreement expressly states survive a termination of this Agreement.

Section 4.3 Right of Reverter. The Purchase Agreement provides for the HRA's conveyance of the Development Property to Developer subject to a right of reverter. The Right of Reverter shall provide that (a) if Developer does not commence construction of the Minimum Improvements on or before the Commencement Date, as the same may be extended pursuant to Section 5.4 as a result of an Unavoidable Delay; (b) if Developer fails to substantially complete the construction of the Minimum Improvements in accordance with the Final Construction Plans on or before the Completion Date, as the same may be extended pursuant to Section 5.4 as a result of an Unavoidable Delay; or (c) if the holder of a Project Mortgage commences proceedings to foreclose the Project Mortgage prior to Developer's substantial completion of the Minimum Improvements, the HRA may commence an action in Anoka County District Court

seeking an order that re-vests title to the Development Property in the HRA and grants the HRA immediate possession of the Development Property. In the Purchase Agreement, the HRA agrees that the HRA will subject the HRA's interest in the Development Property pursuant to the Right of Reverter to the lien of any Project Mortgage provided the holder of the Project Mortgage acknowledges, in writing, that if the Project Mortgage is foreclosed and if the HRA obtains a District Court Order re-vesting title to the Development Property in the HRA prior to the expiration of the applicable redemption period, the HRA shall be entitled to redeem the Development Property from foreclosure, as an owner, pursuant to Minnesota Statutes Sections 580 or 581, as applicable.

ARTICLE V

DEVELOPER'S CONSTRUCTION OF THE MINIMUM IMPROVEMENTS

Section 5.1 Required Approvals. Developer must obtain, in a timely manner, any governmental permits, licenses, approvals, consents or authorizations that are legally required in connection with the construction of the Minimum Improvements.

Section 5.2 Submission of Construction Plans. Developer must submit construction plans to the City for review and approval or disapproval. The Construction Plans must (a) provide for the construction of the Minimum Improvements on the Development Property and (b) must include at least the following: (1) a site plan; (2) a foundation plan; (3) a basement plan; (4) a floor plan for each floor; (5) cross sections of each floor (length and width); (6) elevations (all sides); (7) grading and drainage plans; and (8) a landscape plan.

Section 5.3 Review of the Construction Plans. The City must approve the Construction Plans in writing if: (a) the Construction Plans conform to the terms and conditions of this Agreement; (b) the Construction Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations; (c) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (d) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 5.3 constitutes approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, zoning or other ordinances or regulations of the City. If the City rejects the Construction Plans the City must notify Developer, in writing, within thirty (30) days after Developer's submission of Construction Plans that satisfy the requirements of Section 5.2 or the City shall be deemed to have been approved the Construction Plans as submitted. If the City notifies Developer that the City is rejecting the Construction Plans, the notice must include a written statement specifying the respects in which the Construction Plans submitted by Developer fail to conform to the requirements of this Section 5.3. If the City rejects the Construction Plans in whole or in part, Developer must submit new or corrected Construction Plans within thirty (30) days after Developer's receipt of the City's rejection notice. The provisions of this Section 5.3 relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the City approves the Construction Plans; provided, however, Developer may not commence construction of the Minimum Improvements until the City has approved or is deemed to have approved the Construction Plans. Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with

the terms and provisions of this Agreement or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall the City's approval of the Construction Plans constitute a waiver of any Event of Default. If Developer desires to make any material modification to the scope, size, appearance, value or use of the Minimum Improvements or to the Final Construction Plans after the City has approved the Construction Plans and before Developer has substantially completed the Minimum Improvements, Developer must submit a description of the proposed modification(s) and revised Construction Plans showing the proposed modification(s) to the City for its approval. If such material change in the Construction Plans conforms to the approval criteria listed in this Section 5.3 with respect to the original Construction Plans, the revised Construction Plans shall be deemed approved unless the City notifies Developer that the City rejects the revised Construction Plans in writing within thirty (30) days after submission. If Developer desires to make any change which does not materially modify the scope, size, appearance, value or use of the Minimum Improvements, Developer is not obligated to resubmit the Construction Plans to the City for approval.

Section 5.4 Commencement and Completion of Construction of the Minimum Improvements. Developer must commence construction of the Minimum Improvements on or before the Commencement Date. Developer is deemed to have commenced construction when Developer has: (a) obtained all building permits from the City necessary for the construction of the Minimum Improvements on the Development Property; and (b) Buyer has commenced the construction of the footings and foundations for the Minimum Improvements. Developer must substantially complete the construction of the Minimum Improvements in accordance with the Final Construction Plans on or before the Completion Date. For purposes of this Agreement, the Minimum Improvements are substantially complete when they are eligible to receive a certificate of occupancy from the City. If Developer's commencement or completion of construction of the Minimum Improvements is delayed as a result of an Unavoidable Delay, Developer gives the City and the HRA notice of the Unavoidable Delay within thirty (30) days after the onset of the Unavoidable Delay and Developer uses all commercially reasonable efforts to commence and complete the construction of the Minimum Improvements as promptly as reasonably possible given the conditions causing the Unavoidable Delay, the Commencement Date and the Completion Date will be extend for a period of time equal to the duration of the condition causing the Unavoidable Delay plus a reasonable time for recovery and restoration following the cessation of such condition.

Section 5.5 Certificate of Completion. Developer shall notify the City when Developer has substantially completed construction of the Minimum Improvements. If the City determines that the Minimum Improvements have been constructed in substantial conformity with the Final Construction Plans and all uniformly applied local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations), the City shall furnish to Developer a Certificate of Completion. Such Certificate of Completion shall be a conclusive determination of satisfaction and termination of Developer's obligation to construct the Minimum Improvements as set forth in Section 5.4. If Developer has completed the Minimum Improvements on or before the Completion Date, as the same may be extended pursuant to Section 5.4, the HRA will expressly acknowledge and agree in the Certificate of Completion that Developer has satisfied the conditions subsequent described in the Right of Reverter and that the Right of Reverter is terminated and is of no further force or effect.

ARTICLE VI

TIF FINANCING

Section 6.1 Issuance of the TIF Note. The City will insert the amount of the TIF Note, as determined in accordance with Section 6.2, into the TIF Note, execute and date the TIF Note and deliver the TIF Note to Developer when, and only when:

(a) Developer has acquired the Development Property;

(b) Developer has substantially completed the construction of Minimum Improvements in accordance with the Final Construction Plans;

(c) Developer has notified the City that Developer has substantially completed the Minimum Improvements and is entitled to receive the Certificate of Completion described in Section 5.5;

(d) Developer has submitted to the City invoices showing the Eligible Costs Developer actually incurred and for which Developer is seeking reimbursement;

(e) Developer has submitted to the City evidence, reasonably acceptable to the City, that Developer paid those invoices from a source or sources other than the proceeds of the Loan No. 1; and

(f) Borrower has repaid Loan No. 2, in full, on or before the date due. Notwithstanding the foregoing, the City shall have no obligation to execute, date, or deliver the TIF Note if, Developer is in default in the performance of Developer's obligations under this Agreement. If Developer or Borrower is in default in the performance of Developer's obligations under this Agreement at the time the requirements set forth in subsections (a) through (f) are satisfied.

Section 6.2 Amount of the TIF Note. If the City is obligated to issue the TIF Note pursuant to Section 6.1, the TIF Note shall be for an amount equal to the least of:

(a) $3,000,000.00;

(b) the sum of all Eligible Costs Developer has actually incurred and paid; or

(c) an amount equal to the City's estimate of 85% of the tax increment that will be derived from Development Property and paid to the City between January 1, of the year that is two years following the City's issuance of Certificate of Completion and February 1, 2038 and that the City will be entitled to retain pursuant to the terms of the Tax Increment Act, as in effect at the time of the City's estimate, assuming that during each year between the year following the year in which the City issues the Certificate of Completion and 2036 the Development Property will have an assessed value for purposes of calculating ad valorum real estate taxes that is equal to the assessed value that the Anoka County Assessor establishes for the Development Property for purposes of ad valorum real estate taxes assessed in the year following

the year in which the City issues the Certificate of Completion and due in payable in the following year;

provided, however, the amount of the TIF Note shall not be less than the lesser of $2,000,000.00 or the sum of all Eligible Costs Developer actually paid and incurred.

Section 6.3 Interest. As set forth in the TIF Note, the unpaid principal amount of the TIF Note shall bear simple, non-compounding interest from the date of issuance of the TIF Note at 6.25% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

Section 6.4 Payments. The principal amount of the TIF Note and the interest thereon shall be payable solely from Tax Increments the City receives in 2015 and thereafter. On each TIF Note Payment Date and subject to the provisions of this Section 6.4 and the TIF Note, the City shall pay, against the principal and interest outstanding on the TIF Note, the Tax Increments the City actually received since January 1, 2015, in the case of the first TIF Note Payment Date and since the immediately preceding TIF Note Payment Date in the case of subsequent TIF Note Payment Dates. All such payments shall be applied first to pay accrued, unpaid interest and then to reduce the principal of the TIF Note.

Section 6.5 TIF Note Shall Be a Limited Obligation of the City. The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments the City receives on or after June 1, 2015 shall be used to pay the principal of and interest accruing on the TIF Note.

Section 6.6 Conditions Subsequent. The City's obligation to make payments on the TIF Note on any TIF Note Payment Date or any date thereafter is conditioned upon the requirements that (i) there shall not be, at the time payment is due, any Event of Default that has occurred and is continuing; and (ii) the City shall not have canceled and rescinded the TIF Note pursuant to Section 13.2(d).

Section 6.7 Terms of the TIF Note. The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Article VI, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 6.8 Borrower's Prepayment of Loan No. 2. If Borrower prepays Loan No. 2 in full, the City will, prior to the issuance of the TIF Note, revise the TIF Note so that the first TIF Note Payment Date is the first February 1 or August 1 following Borrower's prepayment of Note No. 2 in full and to make the TIF Note payable from Tax Increments the City receives on or after the date Borrower has repaid Loan No. 2 in full.

ARTICLE VII

LOAN NO. 1

Section 7.1 Loan No. 1. To assist Developer with the construction of the Housing Development Project, the HRA proposes to make a $1,420,000.00 loan to Borrower pursuant to the terms of the Loan Agreement and Note No. 1. The HRA proposes to fund Loan No. 1 with tax increments the City has collected from the City's Tax Increment District No. 1, which the City will make available to the HRA.

Section 7.2 Loan Agreement, Note No. 1 and Corporate Guaranty. Contemporaneous with the HRA's conveyance of the Development Property to Developer: the HRA and Borrower must each execute the Loan Agreement and must each deliver an original, executed Loan Agreement to the other party; Borrower must execute Note No. 1 and deliver Note No. 1 to the HRA; and Borrower must cause the Corporate Guarantor to execute the Corporate Guaranty and deliver the Corporate Guaranty to the HRA. In the event of a conflict between the terms of Note No. 1 and the terms of this Development Agreement, the terms of Note No. 1 control. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement control.

Section 7.3 Fee in Lieu of Interest and Default Interest Rate. Note No. 1 does not obligate Borrower to pay interest on the outstanding principal of Loan No. 1 provided Borrower is not in default in the timely payment of any amounts due under Note No. 1. In lieu of non-default interest and as consideration for the extension of credit, the HRA will charge Borrower and Borrower agrees to pay a one-time fee of $120,000.00. As set forth in the Loan Agreement, the HRA will be deemed to have made a $120,000.00 "Advance," to itself from the available proceeds of Loan No. 1 in full payment of this fee contemporaneously with the first "Advance" of the proceeds of Loan No. 1 that the HRA makes pursuant to the terms of the Loan Agreement. If, at any time after the execution of the Loan Agreement, Borrower defaults in the timely payment of any amounts due under Note No. 1, the HRA gives Borrower "Written Notice" of the default, as provided for in the Loan Agreement, and Borrower does not cure the default within ten (10) days of the effective date of the HRA's notice, interest shall accrue on the outstanding principal balance of Note No. 1 from the date of the default through the date Borrower cures all defaults under Note No. 1 at the rate of twelve percent (12%) per annum.

Section 7.4 Repayment Terms. Commencing on April 1, 2015 and continuing on each April 1 thereafter until April 1, 2025, Borrower must pay to the HRA, in certified or wire transferred funds and for application to the outstanding principal and interest, if any, due under Note No. 1, an amount equal to 20% of the Net Cash Flow for the immediately preceding calendar year. If, prior to April 1, 2025, Developer refinances a Project Loan, Borrower must make an additional payment to the HRA, for application to the outstanding principal due under Note No. 1, in an amount equal to 20% of the difference between the principal amount of the new Project Loan and the amount of the outstanding principal and accrued, unpaid interest under the Project Loan that is being refinanced. The preceding sentence applies each time Developer refinances a Project Loan. Notwithstanding anything else in this Section 7.4, if Developer refinances a Project Loan to obtain additional funds that are necessary to complete the initial construction of the Minimum Improvements, Borrower is not obligated to pay to the HRA 20%

of the amount of the new loan that Borrower uses to pay costs of completing the initial construction of the Minimum Improvements. The entire outstanding principal amount of Loan No. 1 and all accrued interest, if any, is due and payable in full upon the earlier of April 1, 2025 or a Sale of the Development Property. Upon the occurrence of an Event of Default, the entire outstanding principal balance of Loan No. 1 and all accrued interest and other amounts due under Note No. 1 shall, at the option of the HRA and subject to the notice and cure provisions set forth in Section 13.1(c) and the Loan Agreement, become immediately due and payable, in full; provided, however that if an Event of Default described in Section 13.1 (i) or (j) occurs, all sums outstanding under Note No. 1 shall become immediately due and payable in full without notice or demand whatsoever.

Section 7.5 Prepayments. Borrower may prepay Note No. 1, in whole or in part, at any time and, if in part, from time to time, during the term of Note No. 1. All payments shall be applied first to the payment of accrued, unpaid late charges, then to accrued, unpaid interest, if any, with the balance, if any, applied to the reduction of principal.

Section 7.6 Submission of Financial Information. On or before April 1, 2015 and on or before each April 1 thereafter until April 1, 2025, Borrower must provide the HRA with a statement from a certified public accountant setting forth the "Net Cash Flow," "Net Operating Expenses" and "Operating Expenses," as defined in the Development Agreement, for the immediately preceding calendar year and with such back-up documentation regarding income, expenses and debt service as the HRA may reasonably request to confirm the certified public accountant's calculation of "Net Cash Flow," "Net Operating Income" and "Operating Expenses." The certified public accountant who prepares the statement may be an employee of Developer or Borrower or an Affiliate of Developer or Borrower.

Section 7.7 Principal Forgiveness. If Borrower repays $2,000,000 or more of the outstanding amounts due under Loan No. 2 on or before the date 12 months after the date of the first disbursement of proceeds of Loan No. 2, the HRA shall forgive $250,000 of the principal amount of Loan No. 1, such forgiveness to be effective as of the date Borrower has prepaid at least $2,000,000 of the amount due under Loan No. 2.

ARTICLE VIII

LOAN NO. 2

Section 8.1 Loan No. 2. To further assist Developer with the construction of the Housing Development Project, the HRA proposes to make a loan to Borrower in an original principal amount equal to the sum of (i) $6,825,000.00 and (ii) the Costs of Issuance pursuant to the terms of the Loan Agreement and the Note No. 2. The HRA will fund Loan No. 2 with the proceeds of the Temporary TIF Bonds. Immediately prior to the HRA's conveyance of the Development Property to Developer and the HRA's and Borrower's execution of the Loan Agreement and Note No. 2 pursuant to Section 8.2 below, the City will provide the HRA and Borrower with the City's reasonable estimate of the Costs of Issuance and the HRA will complete the Loan Agreement, Note No. 2 and the Personal Guaranty with the original principal amount of Loan No. 2.

Section 8.2 Loan Agreement, Note No. 2, and Personal Guaranty. Contemporaneous with the HRA's conveyance of the Development Property to Developer: the HRA and Borrower must each execute the Loan Agreement and must each deliver an original, executed Loan Agreement to the other party; Borrower must execute Note No. 2 and deliver Note No. 2 to the HRA; and Borrower must cause the Personal Guarantor to execute the Personal Guaranty and deliver the Personal Guaranty to the HRA. In the event of a conflict between the terms of Note No. 2 and the terms of this Development Agreement, the terms of Note No. 2 control. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement control.

Section 8.3 Initial Interest Rate, Interest Rate Increase and Default Interest Rate. Simple interest will accrue on the unpaid principal balance of Note No. 2 from the date funds are advanced until Note No. 2 is paid in full at the rate of 6.27% per annum unless the rate is increased pursuant to this Section 8.3. If the Borrower prepays a total of $3,000,000.00 or more of the outstanding balance of Loan No. 2 on or before the date 18 months after the date of the first disbursement of proceeds of Loan No. 2, the interest rate remains at 6.27% per annum until the maturity date as established pursuant to Section 8.4. If Borrower does not prepay a total of $3,000,000.00 or more on or before the date 18 months after the date of the first disbursement of proceeds of Loan No. 2, the interest rate increases on the date 18 months from the date of the first disbursement of proceeds of Loan No. 2 to 8.27% per annum and remains at 8.27% per annum until the earlier of the date Borrower prepays a total of $3,000,000.00 or more or the maturity date. If after the date 18 months after the date of the first disbursement of proceeds of Loan No. 2 and prior to the maturity date of Note No. 2, Borrower prepays a total of $3,000,000.00, the interest rate will be reduced to 6.27% per annum from and after the date Borrower has prepaid a total of $3,000,000.00 If an Event of Default occurs under the Loan Agreement, the HRA gives Borrower notice of the Event of Default and Borrower does not cure the default within the cure period, if any, provided for in the Loan Agreement the interest rate then in affect is increased by 5% per annum.

Section 8.4 Repayment Terms. The entire outstanding principal balance and all accrued, unpaid interest under Note No. 2 is due and payable in full upon the earlier of (i) June 1, 2015 or (ii) a Sale of the Development Property. Upon the occurrence of an Event of Default, the entire outstanding principal balance hereof and all accrued interest and other amounts due hereon shall, at the option of the HRA and subject to the notice and cure provisions set forth in Section 13.1(c) and the Loan Agreement, become immediately due and payable, in full, provided, however that if an Event of Default described in Section 13.1 (i) or (j) occurs, all sums outstanding under Note No. 2 shall become immediately due and payable in full without notice or demand whatsoever.

Section 8.5 Prepayments. Borrower may prepay Note No. 2, in whole or in part, at any time and, if in part, from time to time, during the term of Note No. 2. All payments shall be applied first to the payment of accrued, unpaid late charges, then to accrued, unpaid interest, if any, with the balance, if any, applied to the reduction of principal. If Borrower prepays $2,000,000.00 or more on or before the date 12 months after the date of the first disbursement of proceeds of Loan No. 2, the HRA shall forgive $250,000.00 of the principal amount of Loan No. 1, such forgiveness to be effective as of the date Borrower has prepaid at least $2,000,000.00.

Section 8.6 Limitations on Disbursements and Disbursement of Costs of Issuance. As set forth in the Loan Agreement, the HRA is not obligated to advance proceeds of Loan No. 2 before the later of: the date thirty (30) days after the date the HRA conveys the Development Property to Developer, the date Developer commences construction of the Minimum Improvements, as defined in Section 4.8 of the Loan Agreement or June 1, 2012; the HRA is only obligated to advance up to $1,000,000.00 of the proceeds of Loan No. 2 between the 31st day and 60th day following the HRA's conveyance of the Development Property to Developer; and the HRA is only obligated to advance up to an additional $1,000,000.00 of the proceeds of Loan No. 2 between the 61st day and 90th day following the HRA's conveyance of the Development Property to Developer. As additional consideration for Loan No. 2, Borrower has agreed to pay the HRA, out of the proceeds of Loan No. 2, an amount equal to the City's Costs of Issuance. Immediately upon Borrower's execution and delivery of Note No. 2 to Borrower, Borrower will be deemed to have authorized the HRA to, and the HRA shall make an "advance," as defined in the Development Agreement, to itself from the proceeds of Loan No. 2 in an amount equal to the Costs of Issuance. The HRA's advance to itself of an amount equal to the Costs of Issuance shall not be subject to or count against the limitations on advances set forth in this Section 8.6.

Section 8.7 Credit Against Interest. Borrower shall receive a credit against the interest accruing on Note No. 2 pursuant to Section 8.3 in an amount equal to any Tax Increments paid to the City in 2014.

ARTICLE IX

PARKING RAMP IMPROVEMENTS

Section 9.1 Parking Ramp Improvements. As a part of the City's construction of the Parking Ramp Addition pursuant to the Purchase Agreement, the City will cause its contractors to construct and install the additional improvements described on Exhibit H. Upon the City's completion of the additional improvements described on Exhibit H, Developer must reimburse the City for all costs and expenses the City incurs to construct and install the additional improvements described on Exhibit H.

ARTICLE X

REAL ESTATE TAX PAYMENTS AND ASSESSMENT AGREEMENT

Section 10.1 Real Property Taxes. Developer agrees that prior to December 31, 2038:

(a) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the taxation of all or any portion of the Development Property determined by any tax official to be applicable to the Development Property or Developer or raise the inapplicability of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(b) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of all or any portion of the Development Property determined by any tax official to be applicable to the Development Property or Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(c) It will not seek any tax deferral or abatement, either presently or prospectively authorized under any other State or federal law, of the taxation of all or any portion of the Development Property;

(d) It will not ask the County Assessor for or commence or participate in any legal or administrative process seeking a reduction in the assessed value of the Development Property for purposes of the ad valorum real estate taxes except that if, in any given year, the assessed value exceeds the assessed value set forth for that year in the Assessment Agreement, Developer may seek a reduction in the assessed value of the Development Property to any amount equal to or greater than the assessed value set forth for that year in the Assessment Agreement. If Developer seeks a reduction in the assessed value of the Development Property to any amount equal to or greater than the assessed value set forth for that year in the Assessment Agreement, Developer must first provide not less than thirty (30) days written notice to the City. In that event, the City will continue to make payments to Developer pursuant to the TIF Note on the TIF Note Payment Dates, but the payments will be based on the Tax Increments that would have been derived from the Development Property based on the minimum market values set forth in the Assessment Agreement for the applicable time periods rather than on the actual Tax Increments, and the City will withhold the difference until such time as the City can determine the actual Tax Increments for the year in question based on the assessed value of the Development Property as finally determined upon the conclusion of Developer's attempts to have the assessed value reduced.

(e) It will pay, when due, all real property taxes due and payable with respect to the Development Property.

Section 10.2 Assessment Agreement. Contemporaneously with the HRA's conveyance of the Development Property to Developer, Developer must execute the Assessment Agreement, deliver the Assessment Agreement to the City and record the Assessment Agreement in the Anoka County land records. The schedule of minimum market values attached to the Assessment Agreement as Exhibit B is based on the City's estimate. Prior to the City's and Developer's execution of the Assessment Agreement, the schedule of minimum market values attached to the Assessment Agreement as Exhibit B may be modified as follows:

(a) The Tax Increment Act requires that the Anoka County Assessor certify that the minimum market values set forth in the Assessment Agreement are reasonable. After Developer submits Construction Plans to the City pursuant to Section 5.2, the City will provide the Anoka County Assessor with copies of the Construction Plans and request that the County Assessor execute the certification attached to the Assessment Agreement. The City and Developer agree that if the County Assessor requires modifications to the schedule of minimum market values attached as Exhibit B to the Assessment Agreement as a condition of the County

Assessors execution of the required certification, the City and Developer will modify the schedule of minimum market values to the minimum extent necessary to obtain the County Assessors Certification; and

(b) If the amount of the TIF Note is determined pursuant to Section 6.2(c), the City and Developer will amend Exhibit B of the Assessment Agreement so that the minimum market values for the years 2014 – 2036 are equal to the assessed value that the Anoka County Assessor establishes for the Development Property for purposes for real property taxes assessed in the year following the year of which the City issues the Certificate of Completion, and the minimum market value for 2013 is 30% of the minimum market value for 2014.

DEVELOPER MUST RECORD THE ASSESSMENT AGREEMENT AGAINST TITLE TO THE DEVELOPMENT PROPERTY PRIOR TO THE RECORDING OF ANY MORTGAGE OR OTHER LIEN ON THE DEVELOPMENT PROPERTY THAT DEVELOPER GRANTS TO THIRD PARTY OR, IF SUCH THIRD PARTY MORTGAGE OR LIEN IS RECORDED FIRST, MUST OBTAIN AND RECORD AN INSTRUMENT WHEREBY THE HOLDERS OF SUCH MORTGAGE OR LIEN ACKNOWLEDGE AND AGREE THAT THEY AND THEIR SUCCESSORS AND ASSIGNS ARE SUBJECT TO THE RIGHTS OF THE CITY UNDER THE ASSESSMENT AGREEMENT. IF THE ASSESSMENT AGREEMENT IS AMENDED PURSUANT TO SECTION 10.2(B) ABOVE, DEVELOPER MUST CAUSE ANY PARTIES HOLDING LIENS ON THE DEVELOPMENT PROPERTY TO EXECUTE A CONSENT TO THE ASSESSMENT AGREEMENT AMENDMENT SUFFICIENT TO CAUSE THE LIEN HOLDERS INTEREST IN THE PROPERTY TO BE SUBJECT TO THE ASSESSMENT AGREEMENT, AS AMENDED.

ARTICLE XI

RESTRICTIONS ON ASSIGNMENTS AND TRANSFERS, SUBORDINATION AND RENTAL RESTRICTIONS

Section 11.1 Prohibition against Transfer of the Development Property; Assignment of Development Agreement; Assignment of the TIF Note and Transfer of Membership Interests in Developer. Prior to Developer's substantial completion of the Minimum Improvements and the City's issuance of the Certificate of Completion described in Section 5.5, Developer may not, except as set forth in Section 11.2 and Section 11.5, convey; mortgage; lease, other than in the ordinary course of Developer's business; or otherwise transfer the Development Property or any part thereof or interest therein; assign its rights or obligations under this Development Agreement; or assign the TIF Note, without the prior written approval of the City and the HRA, which approval the City and the HRA may grant, withhold or condition in their sole and absolute discretion. Until Borrower has repaid all amounts due under Loan No. 1 and Loan No. 2, Borrower may not, without the HRA's prior written consent, which consent the HRA may grant or withhold in its sole and absolute discretion, convey, mortgage, transfer, pledge or otherwise transfer or encumber all or any part of the membership interests in Developer (except for the pledge of such membership interest to the HRA contemplated in the Loan Agreement).

Section 11.2 Permitted Collateral Assignments. The City and the HRA expressly approves Developer's granting of a Project Mortgage and Developer's collateral assignment of Developer's rights and obligations under this Development Agreement and the TIF Note to the holder of the Project Mortgage as additional security for the repayment of the Project Loan; provided the holder of the collateral assignment of Developer's rights and obligations under this Development Agreement and the holder of the collateral assignment of Developer's rights and obligations under the TIF Note agree, in the collateral assignments, that upon enforcement of the collateral assignment and the assignees acquisition of Developer's rights and obligations under either this Development Agreement, the TIF Note or both, the assignee will be subject to and liable for the performance of each of Developer's obligations under this Development Agreement.

Section 11.3 Subordination of Development Agreement to Project Mortgage and Extension of Time to Cure. The City and the HRA will, upon the request of the holder of a Project Mortgage, execute and record a subordination agreement pursuant to which the City and the HRA agree that, upon a default by Developer under a Project Mortgage, the holder of the Project Mortgage may elect, in an instrument to be recorded in the Anoka County land records and delivered to the City and the HRA before the commencement of proceedings to foreclose the Project Mortgage, to either (1) treat this Development Agreement as being subordinate to the lien of the Project Mortgage such that the foreclosure of the Project Mortgage and the failure of any owner to redeem the Development Property from such foreclosure will extinguish and terminate this Development Agreement and the TIF Note (but not the Assessment Agreement) will automatically be cancelled and rescinded; or (2) to treat this Development Agreement as having priority over the Project Mortgage in which case this Development Agreement and the TIF Note will survive the foreclosure of the Project Mortgage and this Development Agreement will be binding upon the holder of the Sheriff's Certificate issued in conjunction with the foreclosure of the Project Mortgage. If the holder of the Project Mortgage fails to notify the City and the HRA of its election under this Section 11.3 on or before the commencement of foreclosure proceedings, the holder of the Project Mortgage shall be deemed to have elected to treat this Development Agreement as being subordinate to the lien of the Project Mortgage such that the foreclosure of the Project Mortgage and the failure of any owner to redeem the Development Property from such foreclosure will extinguish and terminate this Development Agreement and the TIF Note (but not the Assessment Agreement) will automatically terminate. The City further agrees that if the holder of the Project Mortgage elects to treat this Development Agreement as having priority over the Project Mortgage, the City will, upon the completion of the foreclosure without redemption by Developer or any junior creditor, amend this Development Agreement to extend the time for the completion of the Minimum Improvements to a date 12 months following the expiration of all applicable redemption periods.

Section 11.4 Rental Restrictions. Developer covenants and agrees that at all times prior to the Termination Date, Developer will lease not less than 50% of the apartment units in the Project to tenants whose family income is equal to or less than 130% of the median family income as established by the United States Department of Housing and Urban Development for Anoka County. From and after the date Developer pays the HRA all amounts due and owing to the HRA pursuant to Note No. 2, the City's and the HRA's sole remedy for a breach of this Section 11.4 shall be to be to terminate TIF Note pursuant to Section 13.1 (g) and 13.2 (d).

Section 11.5 Permitted Assignment to F & C Ramsey Apartments, LLC. Prior to the HRA's conveyance of the Development Property to F & C Ramsey, LLC pursuant to the Purchase Agreement, F & C Ramsey, LLC may assign all of its rights, except the right to require the City to deliver the TIF Note to F & C Ramsey, LLC pursuant to Section 6.1 of this Agreement, and all of its obligations under this Agreement to F & C Ramsey Apartments, LLC, an Indiana limited liability company subject to and upon:

(a) F & C's Ramsey, LLC's assignment of all of its rights and obligations under the Purchase Agreement to F & C's Ramsey Apartments, LLC; and

(b) the City's, the HRA's, F & C LLC's and F & C Ramsey Apartments, LLC's execution of an Agreement whereby:

(i) F & C Ramsey Apartments, LLC makes the representations, warranties and covenants to and with the City and the HRA substantially in the form of the representations, warranties and covenants set forth in Section 3.2 of this Agreement and represents and warrants to the City and the HRA that F & C Ramsey, LLC and Borrower are the sole owners of F & C Ramsey Apartments, LLC;

(ii) F & C Ramsey, LLC and F & C Ramsey Apartments, LLC acknowledge and agree, for the benefit of the City and the HRA, that from and after the date of effective date of the assignment they are jointly and severally liable to the City and the HRA for the performance of the obligations of the "Developer" under this Agreement;

(iii) F & C Ramsey, LLC acknowledges that the City's obligation to execute the TIF Note and deliver the TIF Note to F & C Ramsey, LLC pursuant to Section 6.1 of this Agreement is subject to all of the terms and conditions of this Agreement including, but not limited to, the provisions of Article XI, Article XIII, and all of the terms and conditions of the TIF Note and that if the City executes the TIF Note and delivers the TIF Note to F & C Ramsey, LLC, the City retains the right to cancel and rescind the TIF Note pursuant to Section 13.2(g) of this Agreement; and

(iv) F & C Ramsey Apartments, LLC either provides the City and the HRA with a new address for notices pursuant to Section 14.5 of this Agreement or confirms for the City and the HRA that the address for notices to F & C Ramsey Apartments, LLC is the same as set forth in Section 14.5(a) of this Agreement;

ARTICLE XII

INDEMNIFICATION OF THE CITY AND THE HRA

Section 12.1 Indemnification of the City and the HRA. Developer and Borrower agree to defend the City, the HRA, their governing body members, officers, agents, including independent contractors, consultants and legal counsel, servants and employees (hereinafter, for purposes of this Section, collectively the "Indemnified Parties"); to hold the Indemnified Parties harmless from; and to indemnify the Indemnified Parties against any third party claims, demands, suits, actions or other proceedings ("Claims") arising or purportedly arising from the

actions or inactions of Developer or Borrower (or if other persons acting on its behalf or under its direction or control) (i) pursuant to this Development Agreement or (ii) in connection with the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Development Property. The provisions of this Section 12.1 are intended to survive the termination of this Agreement.

ARTICLE XIII

DEVELOPER AND BORROWER EVENTS OF DEFAULT

Section 13.1 Events of Default Defined. The following shall each be an "Event of Default" under this Agreement:

(a) Developer's default in the performance of one or more of Developer's obligations under the Purchase Agreement if the HRA gives any notice of default provided for in the Purchase Agreement and Developer fails to cure the default within any applicable cure period provided for in the Purchase Agreement.

(b) Developer's failure to commence or to substantially complete the construction of the Minimum Improvements pursuant to the terms and conditions of and within the time frame set forth in Section 5.5 of this Development Agreement, as the same may be extended pursuant to Section 11.3 of this Agreement.

(c) Borrower's default in the performance of one or more of Borrower's obligations under the Loan Agreement, Note No. 1 or Note No. 2, if the City gives Borrower any notice of default provided for in the Loan Agreement and Borrower fails to cure the default within any applicable cure period provided for in the Loan Agreement.

(d) Developer's default in the timely payment of any amounts due under Article IX within thirty (30) days after the City notifies Developer that Developer is delinquent in the payment thereof.

(e) Developer's failure to pay any ad valorem real property taxes or installments of special assessments due and payable with respect to the Development Property within thirty (30) business days after the City or the HRA notifies Developer that Developer is delinquent in the payment thereof.

(f) Developer's or Borrower's breach of one or more of the restrictions set forth in Section 11.1;

(g) Developer's failure to perform Developer's obligations under Section 11.4 or Developer's or Borrower's failure to perform their obligations under Section 12.1 or Section 14.14 if the City or the HRA gives Developer notice of the default and Developer fails to cure the default within thirty (30) days after the effective date of the notice.

(h) The holder of any mortgage on the Development Property, or any portion thereof, commencing foreclosure proceedings.

(i) Developer's or Borrower's;

(i) Filing of any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(ii) making an assignment for the benefit of its creditors; or

(iii) admission, in writing, that it is unable to pay its debts generally as they become due; or

(iv) being adjudicated a bankrupt or insolvent;

(j) The filing of a petition or answer proposing the adjudication of Developer or Borrower as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law in any court and such petition or answer not being discharged or denied within ninety (90) days after the filing thereof;

(k) The appointment of a receiver, trustee or liquidator of Developer or Borrower or of the Development Property, or part thereof, in any proceeding brought against Developer or Borrower and said receiver, trustee or liquidator not being discharged within ninety (90) days after such appointment; or

(l) The occurrence of an event of default under the Pledge Agreement.

Section 13.2 Remedies on Default. At any time after the occurrence of an Event of Default as defined in Section 13.1 the City and the HRA may, in addition to any other rights the City or the HRA may have at law or in equity, take any one or more of the following actions:

(a) The City and the HRA may suspend their performance under this Development Agreement and the Loan Agreement until they

(i) receive assurances from Developer and Borrower, deemed adequate by the City and the HRA, that Developer and Borrower will cure the default and continue its performance under this Development Agreement, the Loan Agreement, Note No. 1 and Note No. 2; or

(ii) receive assurance from the holder of a Project Mortgage, deemed adequate by the City and the HRA, that the holder of the Project Mortgage will cure the default or, if the holder of the Project Mortgage cannot cure the default without first obtaining possession of the Development Property, will foreclose the Project Mortgage, elect, pursuant to Section 11.3, to treat this Development Agreement as having priority over the Project Mortgage and, upon the completion of the foreclosure proceedings and the expiration of all applicable redemption periods, cure the default and perform the obligations of Developer and Borrower under this Agreement, the Loan Agreement, Note No. 1 and Note No. 2;

(b) The City or the HRA may terminate this Development Agreement and the HRA may terminate the Loan Agreement;

(c) The HRA may declare the entire amount of the outstanding principal due and payable under Loan No. 1 and Loan No. 2 immediately due and payable, in full; and

(d) If the Event of Default is an Event of Default under Section 13.1 (a), (b), (c), (d), (e), (f), (g) or (l) or, if the holder of a Project Mortgage forecloses the Project Mortgage and does not elect pursuant to Section 11.3 to treat this Development Agreement as having priority over the Project Mortgage, the City may refuse to execute and deliver the TIF Note as provided for in Section 6.1 or, if the City has already executed and delivered the TIF Note pursuant to Section 6.1, the City may cancel and rescind the TIF Note, in which case the City will be relieved of any further obligations under the TIF Note.

ARTICLE XIV

ADDITIONAL PROVISIONS

Section 14.1 Conflicts of Interest. No member of the governing body or other official of the City shall participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by Developer or Borrower or successor or on any obligations under the terms of this Agreement.

Section 14.2 No Remedy Exclusive. No remedy herein conferred upon or reserved to any party intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Development Agreement or now or hereafter existing at law or in equity or by statute to the extent provided herein. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 14.3 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 14.4 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 14.5 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered the day following the day if it is dispatched by overnight courier; two business days after it is mailed, via registered or certified mail, postage prepaid, return receipt requested; or the day it is delivered personally, and

(a) in the case of Developer is addressed to or delivered personally to:

F & C Ramsey, LLC
8900 Keystone Crossing #1200
Indianapolis, IN 46240
Attn: David M. Flaherty
Telephone No.: (317) 816-9300
Facsimile No.: (317) 816-9301
Email: dflaherty@flahertycollins.com

With a copy to:

Barnes & Thornburg
11 S. Meridian St.
Indianapolis, IN 46204
Attn: Stephen Lee
Telephone No.: (317) 231-7200
Facsimile No.: (317) 231-7433
Email:stephen.lee@BTLaw.com

(b) in the case of the City is addressed to or delivered personally to the City at:

City of Ramsey, Minnesota
Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, MN 55303
Attn: City Administrator
Telephone No.: (763) 427-1410
Facsimile No.: (763) 433-9888
Email: kulrich@ci.ramsey.mn.us

With a copy to:

Briggs and Morgan, PA
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2157
Attn: Thomas L. Bray
Telephone No. 612-977-8285
Facsimile No. 612-977-8650

(c) in the case of the HRA is addressed to or delivered personally to the HRA at:

The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota
Ramsey Municipal Center
7550 Sunwood Drive
Ramsey, MN 55303
Attn: Executive Director
Telephone No.: (763) 427-1410
Facsimile No.: (763) 427-5543
Email: hnelson@ci.ramsey.mn.us

With a copy to:

Briggs and Morgan, PA
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402-2157
Attn: Thomas L. Bray
Telephone No. 612-977-8285
Facsimile No. 612-977-8650

(d) in the case of Borrower is addressed to or delivered personally to:

F & C Ramsey Member, LLC
8900 Keystone Crossing #1200
Indianapolis, IN 46240
Attn: David M. Flaherty
Telephone No.: (317) 816-9300
Facsimile No.: (317) 816-9301
Email: dflaherty@flahertycollins.com

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 14.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 14.7 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

Section 14.8 Covenants to Run with Title. The rights and obligations of Developer under this Agreement run with title to the Development Property and are binding on Developer and Developers successors in title to all or any portion of the Development Property.

Section 14.9 Time is of the Essence. Developer's and Borrower's timely performance of their obligations under this Agreement is an essential term of this Agreement.

Section 14.10 Enforceability. If any provision of this Agreement is adjudged to be invalid or unenforceable by a court of competent jurisdiction, this Agreement should be construed as if such invalid or unenforceable provision had not been inserted herein and should not affect the validity or enforceability of the remainder of this Agreement.

Section 14.11 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confirm any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective permitted successors and assigns.

Section 14.12 Termination. This Agreement shall terminate and be of no further force and effect as of the Termination Date.

Section 14.13 Business Days. If the date this Agreement establishes for a party's performance of an obligation or delivery of a notice is not a Business Day, the date for such performance or for the delivery of such notice is automatically extended to the next Business Day.

Section 14.14 Agreement to Pay Attorney's Fees and Expenses. Whenever a party defaults in the performance of the party's obligations under this Agreement and one or both of the other parties to this Agreement employs one or more attorneys to advise and represent it in connection with such default or incurs other expenses in connection with or as a result of the default, the defaulting party must, upon demand therefore, reimburse the non-defaulting parties their reasonable fees of such attorneys and such other reasonable expenses as the non-defaulting parties may incur.

IN WITNESS WHEREOF, the City, the HRA, Developer and Borrower have caused this Agreement to be duly executed and on its behalf, on or as of the date first above written.

CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 8th day of March, 2012, by Bob Ramsey and Curtis Ulrich the Mayor and the City Administrator, respectively, of the City of Ramsey, a Minnesota home rule charter City.

JOANN THIELING
Notary Public
Minnesota
My Commission Expires January 31, 2015

_____
Notary Public

This is a signature page to the Development Agreement by and between the City of Ramsey, Minnesota, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, F & C Ramsey, LLC and F & C Ramsey Member, LLC.

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA

By _____
Its Chair

By _____
Its Executive Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 8th day of March, 2012, by Colin McGraw and Heidi Nelson, the Chair and the Executive Secretary, respectively, of The Housing and Redevelopment Authority in and for The City of Ramsey, a body politic and corporate under the laws of the State of Minnesota.

JOANN THIELING
Notary Public
Minnesota
My Commission Expires January 31, 2015

_____
Notary Public

This is a signature page to the Development Agreement by and between the City of Ramsey, Minnesota, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, F & C Ramsey, LLC and F & C Ramsey Member, LLC.

F & C RAMSEY, LLC.

By _____
Its Manager

STATE OF Indiana)
) ss
COUNTY OF Marion)

The foregoing instrument was acknowledged before me this 9th day of March, 2017, by David M. Flaherty, as Manager of F+C Ramsey, LLC, an Indiana limited liability company.

_____
Notary Public Leslie A. Spencer
My Commission Expires: June 27, 2017

This is a signature page to the Development Agreement by and between the City of Ramsey, Minnesota, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, F & C Ramsey, LLC and F & C Ramsey Member, LLC.

F & C RAMSEY MEMBER, LLC.

By _____
Its Manager

STATE OF Indiana)
) ss
COUNTY OF Marion)

The foregoing instrument was acknowledged before me this 9th day of March, 2015, by David M. Flaherty, as Manager of F & C Ramsey Member, LLC, a n Indiana limited liability company.

_____
Notary Public Leslie A. Spencer
My Commission Expires: June 27, 2017

DRAFTED BY:
Briggs and Morgan, P.A.
2200 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 977-8400

This is a signature page to the Development Agreement by and between the City of Ramsey, Minnesota, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, F & C Ramsey, LLC and F & C Ramsey Member, LLC.

EXHIBIT A

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION AND RELEASE OF FORFEITURE

The City Ramsey, a home rule city organized and existing under the constitution and laws of the State of Minnesota (the "City") and The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota (the "HRA"), hereby acknowledge that _____, an Indiana limited liability company ("Developer"), has substantially has completed the construction of the "Minimum Improvements" as defined in that certain Development Agreement by and between the HRA, the City of Ramsey, Developer, and F & C Ramsey Member, LLC, dated as of _____, 2011, and recorded in the office of the Anoka County Registrar of Titles on _____, 2011 as Document No. _____ as the same may be amended from time to time (the "Development Agreement") and has fully satisfied Developer's obligations to commence and complete construction of the Minimum Improvements under Section 5.4 of the Development Agreement. The HRA further expressly acknowledges and agrees that Developer has satisfied all of the conditions subsequent of the Right of Reverter that is described in Section 4.3 of the Development Agreement and reserved in the Limited Warranty Deed from the HRA to Developer dated _____, 2011 and recorded in the office of the Anoka County Registrar of Titles on _____, 2011 as Document No. _____ and that said Right of Reverter has terminated and is of no further force or effect.

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA

By_____
Its Chair

By_____
Its Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ and _____, the Chair and the Secretary, respectively, of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate organized and existing under the laws of the State of Minnesota.

_____
Notary Public

CITY OF RAMSEY, a Minnesota municipal corporation

By_____
Its Mayor

By_____
Its City Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____ and _____, the Mayor and the City Administrator of the City of Ramsey, Minnesota municipal corporation on behalf of the corporation .

_____
Notary Public

DRAFTED BY:
Briggs and Morgan, P.A. (TLB)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157

EXHIBIT B

FORM OF TIF NOTE

No. _____ $_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF RAMSEY

TAX INCREMENT REVENUE NOTE
(F & C DEVELOPMENT, INC. PROJECT)

The City of Ramsey, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to F & C Ramsey, LLC, an Indiana limited liability company ("Developer") or any Successor Holder (as defined below), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided. This Note is being issued pursuant to the terms of that certain Development Agreement by and between the Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota (the "HRA"), the City, Developer and F & C Ramsey Member, LLC dated _____, 2011 (the "Development Agreement"). All capitalized terms used in this Note that are not expressly defined in this Note have the meanings given to such terms in the Development Agreement.

The principal amount of this Note is $_____, as reduced to the extent that principal shall have been paid in whole or in part pursuant to the terms hereof. The unpaid principal amount of this Note shall bear simple, non-compounding interest from the date of issuance of this Note at 6.25% per annum Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on October 1, 2015, February 1, 2016 and on each August 1 and February 1 thereafter through and including February 1, 2038, or, if such date is not a Business Day (as defined in the Development Agreement), the next succeeding Business Day (each a "Payment Date" and collectively the "Payment Dates"). On each Payment Date the City shall pay, by check or draft mailed to the person that was Developer or a Successor Holder of this Note at the close of the last business day of the City preceding such Payment Date, an amount equal to the sum of the Tax Increments (as defined in the Development Agreement) received by the City (i) since January 1, 2015, in the case of the first Payment Date, and (ii) since the prior Payment Date in the case of subsequent Payment Dates; provided, however, if Developer has sought a reduction of the Assessed Value of the Development Property is provided for in Section 10.1(d) of the Development Agreement, the amount of the Tax Increments the City will pay to Developer is determined in accordance with said Section 10.1(d). All payments made by the City under this Note shall be applied first to pay accrued, unpaid interest and then to principal.

The Payment Amounts due hereon shall be payable solely from Tax Increments (as defined in the Development Agreement) the City receives on or after January 1, 2015. This Note shall terminate and be of no further force and effect following the last Payment Date defined above, on any date upon which the City shall have canceled and rescinded this Note pursuant to Section 13.2(d) of the Development Agreement, on the date the Tax Increment District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments the City receives from and after January 1, 2015, will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured prior to the termination of the Development Agreement and prior to the cancellation of this Note pursuant to the terms of the Development Agreement. If as a result of the occurrence of certain Events of Default under the Development Agreement the City elects to cancel and rescind this Note, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Article VI and Article XIII thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except Tax Increments the City receives on or after January 1, 2015 shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only to transferees permitted or deemed to be permitted pursuant to the Development Agreement (each such permitted successor is referred to as "Successor Holder"), and any permitted assignment of the rights and obligations of the Development Agreement shall be deemed to be an assignment of the benefits of Developer pursuant to this Note. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have

happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Ramsey, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of _____, 20_____.

_____ _____

Mayor City Administrator

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note, as originally issued on _____, 20__, was on said date registered in the name of F & C Ramsey, LLC and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF REGISTERED OWNER	DATE OF REGISTRATION	SIGNATURE OF CITY ADMINISTRATOR
F & C Ramsey, LLC	_____	_____
_____		
_____		
_____	_____	_____

EXHIBIT C

[This Exhibit assumes that at the time this Loan Agreement is executed, (i) F&C Ramsey, LLC will have assigned all of its rights and obligations under the Development Agreement, except for its rights and obligations under Article VI of the Development Agreement, to F&C Ramsey Apartments, LLC; and (ii) F&C Ramsey, LLC and F&C Ramsey Member, LLC are the sole members of F & C Ramsey Apartments, LLC. If that is not the case, this Loan Agreement must be revised prior to its execution to correct the Recitals, identify F&C Ramsey as the Developer and all of the members of F&C Ramsey, LLC as the Pledgors.]

LOAN AGREEMENT

THIS LOAN AGREEMENT is entered into as of _____, 201_, by and between The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota (the "HRA") and F & C Ramsey Member, LLC, an Indiana limited liability company (the "Borrower").

RECITALS:

A. The HRA and F & C Ramsey, LLC, an Indiana limited liability company are parties to that certain Development Agreement by and among F & C Ramsey, LLC, F & C Ramsey Member, LLC, the HRA and the City of Ramsey, Minnesota dated as of _____ _____, 2011, and recorded in the office of the Anoka County Registrar of Titles on _____ as Document No. _____ and the Purchase Agreement among and between F & C Ramsey, LLC, the HRA, and the City of Ramsey, Minnesota dated _____, 2012.

B. F & C Ramsey, LLC has assigned all of its rights and obligations under the Development Agreement, except for its rights and obligations under Article VI of the Development Agreement and all of its rights and obligations under the Purchase Agreement to F & C Ramsey Apartments, LLC, an Indiana limited liability company.

C. In the Development Agreement, the HRA has agreed to make two loans to F & C Ramsey Member, LLC pursuant to the terms of this Loan Agreement in a combined amount of $_____ **[$1,420,000.00 plus ($6,825,000.00 plus Costs of Issuance, as defined in the Development Agreement)]** to finance a portion of the cost of constructing the Housing Development Project, as defined below.

D. The HRA has agreed to make the Loans to F & C Ramsey Member, LLC upon the terms and subject to the conditions hereinafter set forth.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter set forth, and of one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

For purposes of this Loan Agreement the following terms shall have the meanings set forth in this Article I. Terms used in this Loan Agreement and not otherwise defined herein have the meanings set forth in the Development Agreement.

"Advance" means an advance to the Borrower of all or any portion of the proceeds of either of the Loans in accordance with the terms hereof.

"Borrower" means F & C Ramsey Member, LLC, an Indiana limited liability company.

"Complete," "Completed" and "Completion" mean that (a) the Minimum Improvements are completed in accordance with the Final Construction Plans; (b) the HRA has issued the Certificate of Completion described in Section 5.5 of the Development Agreement; and (c) no Default or Event of Default has occurred and is continuing.

"Completion Date" means the earlier of (a) the date Developer Completes construction of the Minimum Improvements; or (b) the "Completion Date" as defined in the Development Agreement; provided, however, if a Developer's completion of construction of the Minimum Improvements is delayed as a result of an "Unavoidable Delay," as defined in the Development Agreement, the Developer gives the HRA notice of the Unavoidable Delay within thirty (30) days after the onset of the Unavoidable Delay and the Developer uses all commercially reasonable efforts to complete the construction of the Minimum Improvements as promptly as reasonably possible given the conditions causing the Unavoidable Delay, the Completion Date, as defined herein, will extend for a period of time equal to the duration of the condition causing the Unavoidable Delay plus a reasonable time for recovery and restoration following the cessation of such condition.

"Construction Cost Statement" means the Sworn Construction Cost Statement referred to in Section 2.3 hereof executed or to be executed by the Developer and the General Contractor.

"Construction Contract" means that certain agreement dated _____, 201_ between the Developer and the General Contractor.

"Contractor" means any Person including, without limitation, the General Contractor, that has a contract or subcontract under which payment may be required for any work done, materials supplied, or services furnished in connection with the design, construction and/or completion of the Minimum Improvements.

"Corporate Guarantor" means Flaherty & Collins Construction, Inc.

"Corporate Guaranty" means that certain Corporate Guaranty bearing even date herewith executed by the Corporate Guarantor in favor of the HRA pursuant to which the Corporate Guarantor has unconditionally guaranteed the full payment and prompt performance of Loan No. 1 and all obligations of the Borrower under the Loan Documents related thereto.

"Default" means any Event of Default or the occurrence of any event which, with the giving of notice or the lapse of any applicable grace period, or both, would be an Event of Default.

"Developer" means F & C Ramsey Apartments, LLC, an Indiana limited liability company and any successor in title to all or any portion of the Development Property;

"Development Agreement" means that certain Development Agreement by and among F & C Ramsey, LLC, the Borrower, the HRA and the City of Ramsey, Minnesota dated as of _____ _____, 2011, and recorded in the office of the Anoka County Registrar of Titles on _____ as Document No. _____. F & C Ramsey, LLC assigned all of its rights, except the right to require the City to deliver the TIF Note to F & C Ramsey, LLC pursuant to Section 6.1 of the Development Agreement, and all of its obligations under the Development Agreement to Developer pursuant to that certain _____ dated _____ and recorded in the office of the Anoka County Registrar of Titles on _____ as Document No. _____.

"Development Property" means Lot 3, Block 1, COR ONE, Anoka County, Minnesota and all improvements constructed thereon.

"Draw Request" means a Draw Request and Draw Request Certification in the form of Exhibit A hereto.

"Environmental Laws" shall mean, collectively, all applicable federal, state, local and foreign laws, common law or regulations, treaties, orders, decrees, permits, licenses, authorizations, judgments or injunctions issued, promulgated, approved or entered thereunder, now or hereafter in effect in each case relating to pollution or protection of individual, public or employee health or safety or the environment (including, without limitation, ambient and indoor air, surface water, groundwater, soil, land surface or subsurface, and natural resources such as wetlands, flora and fauna) including, without limitation, laws relating to (a) emissions, discharges, releases or threatened releases of Hazardous Materials into the environment and (b) the manufacture, processing, distribution, use, generation, treatment, storage, disposal, transport or handling of Hazardous Materials.

"Event of Default" shall have the meaning given in Section 7.1 hereof.

"Final Construction Plans" has the meaning set forth in the Development Agreement.

"General Contractor" means Flaherty & Collins Construction, Inc.

"Hazardous Materials" includes but is not limited to substances defined as "hazardous substances," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., and

substances defined as "hazardous wastes," "hazardous substances," "pollutants, or contaminants" as defined in the Minnesota Environmental Response Liability Act, Minnesota Statutes §115B.02. The term "Hazardous Materials" also includes asbestos, polychlorinated biphenyls, petroleum, including crude oil or any fraction thereof, petroleum products, heating oil, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas useable for fuel (or mixtures of natural gas or synthetic gas).shall mean any pollutant, contaminant, toxic or hazardous substance, constituent or waste, or any other constituent, waste, material, compound or substance including, without limitation, asbestos, petroleum (including crude oil or any fraction thereof) or any petroleum product, which is subject to regulation or which can give rise to liability under any Environmental Law.

"HRA" means The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota

"Housing Development Project" means the Housing Development Project as defined in the Development Agreement.

"Inspecting Architect" means the architect the HRA engages pursuant to Section 4.9 to provide the certifications required in Section 4.1.

"Issuer Acknowledgement" means the Issuer Acknowledgment attached to the Pledge Agreement attached as Exhibit B.

"Loan Agreement" means this Loan Agreement as the same may hereafter be amended, modified, extended or restated from time to time.

"Loan Documents" means this Loan Agreement, the Notes, the Corporate Guaranty, the Personal Guaranty and the Pledge Agreement, the Issuer Acknowledgement and any and all renewals, replacements, supplements, modifications, extensions and/or amendments of any of the foregoing.

"Loan No. 1" means the extension of credit evidenced by Note No. 1.

"Loan No. 2" means the extension of credit evidenced by Note No. 2.

"Loans" means collectively Loan No. 1 and Loan No. 2.

"Minimum Improvements" means the "Minimum Improvements" as defined in the Development Agreement.

"Note No. 1" means that certain Promissory Note bearing even date herewith made payable by Borrower to the order of HRA in the original principal amount of up to $1,420,000.00, and all amendments, modifications, replacements, renewals and substitutions therefor.

"Note No. 2" means that certain Promissory Note bearing even date herewith made payable by Borrower to the order of HRA in the original principal amount of up to $_____, **[to be completed with an amount equal to the sum of $6,825,000.00 plus**

the "Costs of Issuance" as defined in the Development Agreement] and all amendments, modifications, replacements, renewals and substitutions therefor.

"Notes" means collectively Note No. 1 and Note No. 2.

"Organizational Documents" means (a) as to any corporation, the certificate or articles of incorporation or association, the bylaws, any unanimous shareholder agreement or declaration, any certificate of determination or instrument relating to the rights of preferred shareholders of such corporation, any shareholder rights agreement or voting trust agreement and all other documents of a comparable nature, (b) as to any limited liability company, the articles of organization, the operating agreement, any unanimous member agreement or voting trust agreement and all other documents of a comparable nature, (c) as to any partnership, its partnership agreement, its certificate of partnership and all other documents of the nature described above, and (d) as to any other entity, its organizational or governing documents and all other documents of the nature described above.

"Permits" means collectively all building permits, licenses and approvals required to be obtained prior to commencing construction of the Minimum Improvements.

"Person" means a natural person, corporation, partnership, limited partnership, unincorporated association, or proprietorship.

"Personal Guarantor" means David M. Flaherty.

"Personal Guaranty" means that certain Personal Guaranty bearing even date herewith executed by the Personal Guarantor in favor of the HRA pursuant to which the Personal Guarantor has unconditionally guaranteed the full payment and prompt performance of Loan No. 2 and all obligations of the Borrower under the Loan Documents related thereto.

"Pledge Agreement" means a Membership Interest Pledge Agreement, in substantially the form attached as Exhibit B, pursuant to which all of the Pledgors grant the HRA a security interest in 100% of the membership interests in F & C Ramsey Apartments, LLC as security for Borrower's performance of Borrower's obligations under this Loan Agreement and the Notes.

"Pledgors" means all of the members of F & C Ramsey Apartments, LLC.

"PNC Loan Documents" means any and all documents, instruments and other agreements between Developer and PNC Bank, National Association entered into from time to time.

"Project" has the meaning set forth in the Development Agreement.

"Purchase Agreement" means the purchase agreement among the HRA, the Developer and the City of Ramsey, Minnesota dated _____, 2012.

ARTICLE II

DOCUMENTS

In addition to the other conditions to the extension of credit contained in this Loan Agreement, including but not limited to the conditions to advances set forth in Article IV hereof, the HRA shall have no obligation to make any advance against the Notes until the Borrower has delivered the following items to the HRA, all of which shall be in form and substance satisfactory to the HRA:

Section 1.1 Loan Documents. The executed Loan Documents.

Section 1.2 Opinion of Counsel. Due authority and enforceability opinions from counsel for the Borrower, counsel for the Pledgors and counsel for the Corporate Guarantor and an enforceability opinion from counsel for the Personal Guarantor, all in form and substance acceptable to HRA.

Section 1.3 Sworn Construction Cost Statement. A sworn construction cost statement executed by the Developer and the General Contractor of even date herewith which:

(a) Lists the actual and estimated costs to complete the Minimum Improvements;

(b) Lists the names of all Contractors; and

(c) Shows that the funds available to the Developer are sufficient to assure completion of construction of the Minimum Improvements.

Section 1.4 Final Construction Plans and Assessment Agreement. The Final Construction Plans and the "Assessment Agreement," as defined in the Development Agreement. The Assessment Agreement must be properly recorded in the office of the Anoka County Registrar of Titles and must be recorded prior to any mortgages or other liens encumbering the Development Property.

Section 1.5 Insurance. One or more forms "ACORD 28 Evidence of Insurance" (or other evidence satisfactory to HRA) which substantiate that the insurance coverage required to be maintained by the Borrower hereunder, and that all insurance policies relating thereto are in full force and effect.

Section 1.6 Organizational Documents and Certificates.

(a) A Manager's Certificate for the Borrower, in a form acceptable to the HRA, certifying as to the following: (i) the accuracy and completeness of an attached copy of the Borrower's Operating Agreement; and (iii) the due adoption and accuracy of resolutions of the Borrower's members authorizing the Loans, authorizing the execution of the Loan Documents and identifying, by name and title the person or persons authorized to execute the Loan Documents on behalf of the Borrower.

(b) A Certificate of Existence for the Borrower from the Secretary of State of Indiana, dated not more than fifteen (15) days before the date of this Loan Agreement.

(c) A Manager's Certificate for the Developer, in a form acceptable to the HRA, certifying as to the following: (i) the accuracy and completeness of an attached copy of the Developer's Articles of Organization, as filed with the Secretary of State of Indiana, the terms of which must be acceptable to the HRA and which must include, without limitation, a provision which prohibits any amendments to the Developer's Articles of Organization that may adversely affect parties holding a security interest in a membership interest in Developer without the written consent of the holders of all first priority security interests in the membership interests of Developer and which provides that any such amendments adopted without the required consents are void; (ii) the accuracy and completeness of an attached copy of the Developer's Operating Agreement the terms of which must be acceptable to the HRA and which must include, without limitation, provisions which (A) provide that upon the enforcement of a security interest in a membership interest in the limited liability company, the secured party or its successor in interest becomes a member of the limited liability company and is entitled to fully participate in the management and affairs of the limited liability company and to exercise any and all rights of a member including all voting and governance rights; (B) prohibit, without the written consent of the holders of any first priority security interests in the membership interests of Developer, (I) the certification of the membership interests in Developer (II) Developer from electing to have membership interests in Developer treated as securities governed by Article 8 of the Uniform Commercial Code as presently enacted in the state of Indiana; (III) the issuance of additional membership interests in Developer and (IV) any amendments to the Developer's Operating Agreement that may adversely affect parties holding a security interest in a membership interest in Developer and (C) provides that any amendments adopted without the consents referenced in subsection (B) are void; and (iii) the due adoption and accuracy of resolutions of Developer's members authorizing the execution of the Issuer Acknowledgment and identifying, by name and title the person or persons authorized to execute the Issuer Acknowledgment on behalf of Developer.

(d) A Certificate of Existence for the Developer from the Secretary of State of Indiana, dated not more than fifteen (15) days before the date of this Loan Agreement.

(g) A Certificate of Authorization for Developer from the Secretary of State of Minnesota dated not more than fifteen (15) days before the date of this Loan Agreement.

ARTICLE III

CONSTRUCTION LOAN COMMITMENT

Section 3.1 Commitment of the HRA to Lend and the Loan Agreement. Subject to the terms and conditions hereof and of the Notes and other Loan Documents delivered herewith, the HRA agrees to loan to Borrower, and Borrower agrees to borrow from the HRA, an amount not to exceed $_____ **[to be completed prior to execution with an amount equal to the sum of (i) $1,420,000; (ii) $6,825,000; and (iii) the Costs of Issuance, as defined in the Development Agreement]**. HRA shall make Advances against the Notes until the Loans are fully advanced, in the stages and subject to the limitations as set forth below. The HRA shall have no obligation to make any Advances against the Notes after the Completion Date.

ARTICLE IV

ADVANCES AND DISBURSEMENTS

Section 4.1 Conditions of All Advances. Without limiting any of the other terms of this Loan Agreement, the obligation of the HRA to make any Advance hereunder shall be subject to the fulfillment of all of the following conditions:

(a) All representations, warranties and covenants contained in this Loan Agreement or any documents or other written statements delivered to the HRA prior to or on the date of this Loan Agreement shall be true and correct on and as of the date of this Loan Agreement as though such representations, warranties and covenants had been made on and as of such date.

(b) No Default or Event of Default shall have occurred and be continuing.

(c) No default or event of default (however denominated) shall have occurred and be continuing under any of the PNC Loan Documents and all conditions precedent to the disbursement of the proceeds of the loan evidenced by the PNC Loan Documents shall be satisfied except for conditions precedent related to the substantial construction of the "Rail Stop" as defined in the Development Agreement and conditions precedent related to the full disbursement of the proceeds of the Loans.

(d) The HRA shall have received the documents and other items listed in Article II hereof.

(e) The HRA shall have received a certification from the Inspecting Architect that any materials to be paid for from the Advance have been delivered to the Development Property and any construction work to be paid for from the Advance has been completed in a workmanlike manner in accordance with the Final Construction Plans.

(f) Developer shall have provided the HRA with the General Contractor's Certification described in Section 4.2.

(g) The Developer shall have provided the HRA with lien waivers from all persons providing services, labor or materials to be paid for from the Advance.

(h) The Developer shall provide the HRA with evidence, reasonably acceptable to the HRA, that the Developer and the Borrower have spent at least $1,000,000.00 of Developer and Borrower equity on the Project.

(i) Commercial Partners Title, LLC or such other title company as reasonably selected by the HRA shall review the status of title to the Development Property and confirm, to the reasonable satisfaction of the HRA, that there have been no liens filed against title to the Development Property other than the lien of a "Project Mortgage," as defined in the Development Agreement. The HRA, Borrower and Developer shall enter into a disbursing agreement with Commercial Partners Title pursuant to which the HRA engages Commercial Partners Title to make Advances to Borrower pursuant to the terms of this Agreement.

(j) The HRA shall have filed a UCC Financing Statement with the Secretary of State of the state of Indiana and the HRA shall have determined that as a result of the filing of the UCC Financing Statement the HRA has a first priority security interest in the "Pledged Membership Interests" as defined in the Pledge Agreement.

Section 4.2 Procedures and Requirements for Advances. Except as set forth in Section 4.6, to obtain Advances of the Loans against the Notes, Borrower shall submit to the HRA, no more often than monthly, written Draw Requests stating the amount of the requested Advance and identifying the Contractors or other persons and entities who will be paid from the Advance, and certifying such amounts to be currently payable for costs incurred in connection with the development and construction of the Project. Each Draw Request shall be supported by the General Contractor's certification to the effect that:

(a) Any materials to be paid for from the Advance have been delivered to the Development Property, and any construction work to be paid for from the Advance has been completed in a workmanlike manner in accordance with the Final Construction Plans;

(b) The funds remaining undisbursed on the Loans together with the funds remaining undisbursed on Developer's Construction Loan, as defined in the Development Agreement, are sufficient to fully complete the Minimum Improvements in accordance with the Final Construction Plans and the certified Construction Costs Statement; and

(c) The work is progressing so that it will be completed on or before the Completion Date.

Subject to the satisfaction of the requirements set forth in Sections 2.1 and 4.1 and the limitations set forth in Section 4.8, the HRA shall, within ten (10) business days from receipt of a Draw Request and the documentation required by Sections 2.1 and 4.1, disburse proceeds of the Loans directly to the Borrower and the other Contractors or other persons and entities identified in the relevant Draw Request; provided that the HRA shall have the right, at its option, to refuse to make Advances should it determine that an Event of Default has occurred and is continuing.

Section 4.3 Forms of Draw Request, etc. The form of Draw Request, the Inspecting Architect's certificate, the General Contractor's certificate, mechanic's lien waivers, certificates, and any and all other instruments or documents required to be delivered in connection with an advance hereunder shall be in form and substance satisfactory to the HRA in the HRA's reasonable discretion.

Section 4.4 Sufficiency of Loans. It is expressly understood and agreed that the HRA assumes no liability or responsibility for the sufficiency of the Loans to complete the Project.

Section 4.5 Additional Rights and Remedies of HRA. In addition to all other rights and remedies available to the HRA hereunder and under the other Loan Documents, the HRA shall have the following rights:

(a) The HRA may take such steps as it may deem appropriate, at its option, to verify the application of proceeds of the Loans to work done and material furnished for the Project, and to vary the procedures for Advances herein set forth, if the same becomes necessary or desirable

to assure the proper application of Advances authorized pursuant hereto, including but not limited to, authorizing Advances directly to the Contractors and corresponding reductions in the amount of Advances to be made to any Contractor or Borrower hereunder. The foregoing notwithstanding, in no event shall the HRA be obligated to conduct any such verification or to so vary said procedures.

(b) In the event that the HRA shall determine, in its reasonable judgment, that proper documentation to support a given Advance, as required by this Loan Agreement, has not been furnished, it may withhold authorization of all or such portion of such Advance as shall not be so supported by proper documentation, and shall promptly notify Borrower of the discrepancy in or omission of such documentation. Until such time as such discrepancy or omission is corrected to the satisfaction of the HRA, it may withhold such amount.

(c) From and after the occurrence of an Event of Default, the HRA reserves the right to authorize Advances which are allocated to any of the designated items in the Construction Cost Statement for such other purposes or in such different proportions as the HRA may, in its reasonable discretion, deem necessary or advisable. Developer may not reallocate items of cost or change the Construction Cost Statement without the consent of the HRA.

Section 4.6 Advances to Pay Fees and Costs of Issuance. In lieu of interest on Loan No. 1, the HRA is charging Borrower a $120,000.00 fee for the extension of Loan No. 1 to Borrower. The first Draw Request that Borrower submits to the HRA will be deemed to include a request that the HRA Advance $120,000.00 and will be deemed to direct the HRA to retain the $120,000.00 Advance in full payment of the fee described in this Section 4.6. As set forth in Section 8.6 of the Development Agreement, contemporaneously with the execution of this Loan Agreement and with the parties' execution of this Loan Agreement and Borrower's execution of Note No. 2, Borrower will be deemed to have authorized the HRA to and the HRA shall make an Advance to itself from the proceeds of Loan No. 2 in an amount equal to the "Costs of Issuance," as defined in the Development Agreement. The HRA's Advance to itself of an amount equal to the Costs of Issuance is not subject to the limitations on advances set forth in Section 4.8.

Section 4.7 Interest on Loan No. 2. The unpaid principal amount of Advances of Loan No. 2 shall bear interest as set forth in Note No. 2.

Section 4.8 Additional Limitations on Advances of the Proceeds of Loan No. 2. The HRA is not obligated to and will not Advance any proceeds of Loan No. 2 to Borrower before the later of the date thirty (30) days after the HRA conveys the Development Property to Developer, the date Developer commences construction of the Minimum Improvements or June 1, 2012. For purposes of this Section 4.8, the Developer is deemed to have Commenced Construction when Developer has

(a) obtained all building permits from the City of Ramsey, Minnesota, necessary for the construction of the Minimum Improvements; and

(b) commenced the construction of the footings and foundations for the Minimum Improvements, as defined in the Development Agreement.

In addition, the HRA is not obligated to and will not Advance more than $1,000,000 of the proceeds of Loan No. 2 to Developer between the 31st day and 60th day following the HRA's conveyance of the Development Property to Borrower and is not obligated to and will not Advance more than an additional $1,000,000 of the proceeds of Loan No. 2 to Borrower between the 61st day and 90th day following the HRA's conveyance of the Development Property to the Developer.

Section 4.9 Inspecting Architect. The HRA shall hire an architect licensed in the State of Minnesota to review Borrower's Draw Requests and to provide the certification described in Section 4.1(e). Borrower is responsible for payment of the Inspecting Architect's fees and costs which payments may be included in the Draw Request. The HRA will cooperate with Borrower in the selection of the Inspecting Architect, it being the intent of the HRA and the Developer to use the same architect that PNC Bank, National Association uses as PNC Bank, National Association's inspecting architect for purposes of the PNC Loan Documents.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

To induce HRA to make the requested Loan hereunder, Borrower represents and warrants to HRA as of the date of this Loan Agreement that:

Section 5.1 Organization and Qualification of the Borrower. Borrower is a limited liability corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. Borrower has the power and authority to own its property and to carry on its activities as now being conducted, and is qualified and licensed to do business and is in good standing in every jurisdiction where failure to qualify could have a material adverse effect on the financial condition, activities, or operations of Borrower.

Section 5.2 Organization and Qualification of Corporate Guarantor. The Corporate Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of Indiana. The Corporate Guarantor has the power and authority to own its property and to carry on its activities as now being conducted, and is qualified and licensed to do business and is in good standing in every jurisdiction where failure to qualify could have a material adverse effect on the financial condition, activities, or operations of the Corporate Guarantor.

Section 5.3 Authority; Validity; Binding Effect. The execution and delivery of the Loan Documents, the borrowing of funds contemplated thereby, and the performance or observance by Borrower of its obligations under the Loan Documents do not contravene or violate any provision of law, or any covenant, indenture or agreement of or binding upon Borrower and do not require the consent or approval of any governmental entity or agency thereof. The execution and delivery of the Corporate Guaranty and the performance or observance by the Corporate Guarantor of its obligations under the Corporate Guaranty have been duly authorized by all necessary corporate action the of Corporate Guarantor, do not contravene or violate any provision of law, any Organizational Document of Corporate Guarantor or any covenant, indenture or agreement of or binding upon Corporate Guarantor and do not require the consent or approval of any governmental entity or agency thereof. The Loan

Documents are legal, valid and binding obligations of Borrower, the Corporate Guarantor and the Personal Guarantor, and the Loan Documents are enforceable against Borrower, the Corporate Guarantor and the Personal Guarantor (as the case may be) in accordance with their respective terms.

Section 5.4 Compliance with Laws. To the best of Borrower's actual knowledge, no violation of any law, ordinance, regulation or requirement exists with respect to the Project, and Borrower and Developer are in compliance with all other laws, ordinances, regulations and requirements where the failure to comply would reasonably be expected to have a material adverse effect on Borrower and Developer, their activities or their financial condition.

Section 5.5 Pending Actions. There are no material actions, suits or proceedings pending, or to the knowledge of the Borrower, threatened against or affecting the Developer, Borrower, or the Project, and neither Developer nor Borrower is in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority.

Section 5.6 No Breach. The consummation of the transaction contemplated hereby and performance of this Loan Agreement, the Loan Documents, and all other documents executed and delivered in connection herewith will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, bank loan or credit agreement, partnership agreement or other instrument to which Developer, Borrower, the Corporate Guarantor or the Personal Guarantor is a party, or by which the Developer, Borrower, the Corporate Guarantor or the Personal Guarantor may be bound or affected.

Section 5.7 No Event of Default. No Default or Event of Default has occurred and is continuing as of the date hereof.

Section 5.8 Use of Loan Funds. Borrower will use the proceeds of the Loans solely to finance the development and construction of the Housing Development Project.

Section 5.9 Need for Loans. Developer and Borrower would not undertake the Project without the assistance of the HRA in providing the Loans.

ARTICLE VI

AFFIRMATIVE AND NEGATIVE COVENANTS

Borrower hereby covenants and agrees with the HRA that for so long as the HRA has any obligation to make Advances hereunder or any amount remains unpaid on any indebtedness of Borrower to the HRA hereunder, Borrower will:

Section 6.1 Books, Records and Inspections. Maintain complete and accurate books and records; permit, and cause Developer and the Corporate Guarantor to permit, reasonable access by the HRA to the books and records of Borrower, Developer and the Corporate Guarantor; and permit the HRA to inspect the Project and other operations of Developer, Borrower and the Corporate Guarantor.

Section 6.2 Insurance. Maintain or cause Developer to maintain insurance to such extent and against such hazards and liabilities as is commonly maintained by companies similarly situated or as the HRA may reasonably request from time to time, which insurance shall include without limitation the following:

(a) Development Property Insurance. So-called "all risk" insurance with respect to the Project and all personal property located thereon, insuring against any peril now or hereafter included within the classification of "Special Perils" or "Cause of Loss – Special Form" (sometimes referred to as "All Risk of Physical Loss") in an amount equal to the full insurable value of such property.

(b) Liability Insurance. Commercial general liability insurance on the so-called "occurrence" form, including bodily injury, death and property damage liability, insurance against any and all claims, including all legal liability to the extent insurable and imposed upon the HRA and all court costs and legal fees and expenses, arising out of or connected with the possession, use, leasing, operation, maintenance or condition of the Project in such amounts as are generally available at commercially reasonable premiums but in any event for a limit per occurrence of at least $1,000,000 and an annual aggregate of at least $2,000,000. The HRA shall be named as additional insured with respect to any insurance policy providing the coverage required by the immediately preceding sentence, and the Borrower shall cause each provider of any such insurance to agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to the HRA, that it will give the HRA thirty (30) days prior written notice before any such policy or policies shall be altered or canceled, and that no act or default of the Developer or Borrower shall affect the rights of the HRA under such policy or policies.

(c) Worker's Compensation Insurance. Statutory workers' compensation and disability insurance.

Section 6.3 Taxes and Liabilities. Pay, or cause the Developer to pay, when due, all taxes and special assessments levied against Borrower, Developer or the Development Property and all other indebtedness and liabilities of Developer or Borrower, except as contested in good faith and by appropriate proceedings.

Section 6.4 Real Estate Taxes and Insurance Premiums. Promptly advise the HRA of the non-payment when due of any real estate taxes or installments of special assessments payable with respect to the Project.

Section 6.5 Construction of Minimum Improvements. Commence or cause the Developer to commence construction of the Minimum Improvements on or before June 30, 2012. Complete or cause the Developer to complete the Minimum Improvements on or before the Completion Date in a good and workmanlike manner, in accordance with the Final Construction Plans and in compliance with applicable laws, rules, regulations, building codes, and ordinances.

Section 6.6 Reimbursement of Expenses. Promptly reimburse the HRA, on demand, for any and all expenses of collection of any loan made or to be made hereunder, including reasonable attorneys' fees, whether or not suit is commenced.

Section 6.7 Financial Information Regarding Guarantors; Substitute Guarantors. Until the Notes are paid in full, the Borrower shall:

(a) Corporate Guarantor. Cause the Corporate Guarantor to provide the HRA with a reviewed financial statement for the Corporate Guarantor for the immediately preceding calendar year prepared by a certified public account (who may be an employee of the Corporate Guarantor) in accordance with generally accepted accounting principles, consistently applied on or before May 15 of each calendar year. If, in any year, the Corporate Guarantor's net worth is less than $2,200,000.00, the Borrower must provide a replacement guaranty from another individual or entity reasonably acceptable to the HRA and having a net worth of not less than $2,200,000.00. If such replacement guaranty is provided, the person or entity providing the replacement guaranty shall be the "Corporate Guarantor" for purposes of this Agreement.

(b) Personal Guarantor. Cause the Personal Guarantor to provide the HRA with a personal financial statement for the Personal Guarantor for the immediately preceding calendar year certified by the Personal Guarantor and a copy of the Personal Guarantor's filed federal tax return. If, in any year, the Personal Guarantor's liquid net worth is less than $1,000,000.00, the Borrower must provide a replacement guaranty from another individual or entity reasonably acceptable to the HRA and having a liquid net worth of not less than $1,000,000.00. If such replacement guaranty is provided, the person or entity providing the replacement guaranty shall be the "Personal Guarantor" for purposes of this Agreement.

Section 6.8 CPA-Prepared Financial Statements. On or before April 1, 2015 and on or before each April 1 thereafter until April 1, 2025, the Borrower must provide or cause the Developer to provide the HRA with a statement from a certified public accountant setting forth the "Net Cash Flow," "Net Operating Expenses" and "Operating Expenses," as defined in the Development Agreement, for the immediately preceding calendar year and with such back-up documentation regarding income, expenses and debt service as the HRA may reasonably request to confirm the certified public accountant's calculation of "Net Cash Flow," "Net Operating Income," and "Operating Expenses." The certified public accountant who prepares the statement may be an employee of Developer, Borrower or an employee of Developer or Borrower.

Section 6.9 No Liens. Unless the HRA provides its prior written consent, ensure that the Development Property (and all portions thereof) remains free of all mortgages, liens, security interests and other encumbrances other than (a) the first lien mortgage in favor of PNC Bank, National Association securing an aggregate amount of not more than $20,500,000, and (b) leases entered into by Developer in the ordinary course of its business.

Section 6.10 Financial Statements and Other Reports. Borrower agrees to furnish, or cause to be furnished, to the HRA the following statements:

(a) Not later than forty-five (45) calendar days after the end of each fiscal year, internally prepared annual financial statements of Developer and Borrower, including all details

of the operations of Developer and Borrower, without limitation, balance sheets, operating statements and certified rent rolls, all of which shall be in form and substance acceptable to the HRA;

(b) Not later than forty-five (45) calendar days after the end of each fiscal year, annual budgets and forecasts for the Project;

(c) Not later than forty-five (45) calendar days after the end of each calendar quarter, internally prepared quarterly financial statements for Developer and Borrower, all in form and substance acceptable to the HRA;

(d) Not later than fifteen (15) calendar days after the end of each month during the term of either of the Loans, monthly leasing status reports for the Project;

(e) Not later than forty-five (45) calendar days after the end of each calendar quarter during the term of either of the Loans, internally prepared quarterly operating statements and certified rent rolls for the Project; and

(f) Not later than forty-five (45) calendar days after the end of each calendar quarter during the term of either of the Loans, copies of any compliance certificates Borrower or Developer is obligated to deliver to PNC Bank, National Association under the terms of the PNC Loan Documents.

Borrower shall deliver hard copies of all of the information and documents required under this Section 6.10 to the HRA at the address set forth in Section 8.5, but Borrower need not provide copies of the information and documents to Briggs and Morgan, P.A.

Section 6.11 Compliance with PNC Loan Documents. Borrower shall comply or cause Developer to comply with all of the terms of the PNC loan documents.

Section 6.12 Adverse Changes in Litigation. Borrower shall give notice in writing to the HRA of (a) the occurrence of any Default or Event of Default or of any other change or occurrence which could have a material adverse affect on Borrower's or Developer's financial condition or business promptly but not later than five (5) calendar days after such occurrence; (b) all litigation or any threat thereof and all proceedings and investigations or any threat thereof before or by any governmental or regulatory agencies affecting Borrower or Developer, which, if adversely determined, may have a material adverse affect on the financial condition or business of Borrower or Developer, promptly but not later than five (5) calendar days after service of process or other notification or threat of such litigation or proceedings; and (c) the actual knowledge of the occurrence of any facts which would cause the representations and warranties set forth in Section 3.1 of the Development Agreement to become untrue or materially misleading.

Section 6.13 Existence and Authority. Borrower shall and shall cause Developer to (i) preserve and maintain its limited liability company existence in the State of Indiana and its authority to transact business in the State of Minnesota, as well as all of its rights, privileges, permits and licenses; (ii) conduct its business in an orderly and efficient manner; and (iii) comply with all requirements of applicable laws, statutes, ordinances, rules and regulations.

Section 6.14 Compliance with ERISA. Borrower shall and shall cause Developer to, at all times meet the minimum funding and recording requirements of ERISA with respect to any plan of Borrower or Developer which is covered by ERISA, and shall deliver or cause to be delivered to the HRA such information concerning Borrower's compliance therewith as the HRA may reasonably request. Immediately upon becoming aware of the occurrence of any (a) "reportable event" (as such term is defined in Section 4043 of ERISA), or (b) "prohibited transaction" (as such term is defined in Section 406 or described in Section 3003(a) of ERISA) in connection with any such plan, Borrower shall or shall cause Developer to give written notice to the HRA specifying the nature thereof, what action Borrower or Developer is taking or proposes to take with respect thereto, and when known, any action taken by the Internal Revenue Service, the Department of Labor or the Pension Benefit Guaranty Corporation with respect thereto.

Section 6.15 Perfection, Maintenance and Protection of the HRA's Security Interests in the Membership Interests of the Developer. Borrower will and will cause any other members of the Developer to take any and all steps reasonably requested by the HRA to perfect, maintain and protect the HRA's security interests in the membership interests of the Developer.

Section 6.16 Copies of Reports. Borrower shall provide the HRA or shall cause the Developer to provide the HRA with copies of all inspections, reports, test results and other information received by Borrower or Developer from time to time from their employees, agents, representatives, architects, engineers, Contractors or any other parties involved in the construction, design, development or operation of the Project that in any way relate to the Project or any part thereof.

Section 6.17 Compliance with Environmental Laws. Borrower shall and shall cause Developer to comply with any and all laws, regulations or orders with respect to the discharge and removal of any "Hazardous Substances," as defined in the Purchase Agreement, from the Development Property.

Section 6.18 Copies of Monthly Draw Requests. Until the Loans are repaid in full, Borrower shall deliver to the HRA copies of all draw requests from Borrower to PNC Bank, National Association.

ARTICLE VII

EVENTS OF DEFAULT AND THEIR EFFECT

Section 7.1 Events of Default. Each of the following shall constitute an "Event of Default" under this Loan Agreement:

(a) Nonpayment of Note. Borrower fails to pay any installment of principal on either of the Notes when due, and such payment is not made within a period of ten (10) days after Written Notice thereof shall have been given by the HRA to the Borrower.

(b) Other Covenants. Borrower defaults in the due performance or observance of any term, covenant or agreement contained in this Loan Agreement and such default shall continue for a period of fifteen (15) days after written notice thereof shall have been given by the HRA to the Borrower.

(c) Other Loan Documents. Borrower (or, in the case of the Pledge Agreement, one or more Pledgors) defaults in the due performance or observance of any term, covenant or agreement contained in any one or more of the Loan Documents and (a) such default constitutes an "Event of Default" under the terms of such other Loan Document(s), or (b) such default shall continue beyond the applicable notice and cure, if any, set forth in such other Loan Document.

(d) Development Agreement. The Developer or Borrower defaults in the due performance or observance of any term, covenant or agreement contained in the Development Agreement and such default shall continue beyond the applicable notice and cure period, if any, set forth in the Development Agreement.

(e) Insolvency of Developer, Borrower or Guarantors. The Developer, the Borrower, the Corporate Guarantor or the Personal Guarantor (i) becomes insolvent or unable to pay its debts generally as they mature, (ii) suspends business (with respect to the Developer, Borrower or the Corporate Guarantor), (iii) makes a general assignment for the benefit of creditors, (iv) admits in writing its inability to pay its debts generally as they mature; (vi) files or has filed against it a petition in bankruptcy or a petition or answer seeking a reorganization (with respect to the Developer, Borrower or the Corporate Guarantor), arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any state thereof, (vi) consents to the appointment of a trustee or receiver for it or for a substantial part of its property, (vii) takes any organizational action (with respect to the Developer, Borrower or the Corporate Guarantor) for the purpose of effecting or consenting to any of the foregoing.

(f) Representations and Warranties. If any representation or warranty contained herein or in any other Loan Document, or in any letter, financial statement, or certificate furnished or to be furnished to the HRA, proves to be false in any material respect as of the date this Loan Agreement is executed or at the time such letter or certificate is delivered to the HRA.

(g) Completion of Minimum Improvements. If the Developer has not Completed the Minimum Improvements on or before the Completion Date.

Section 7.2 Effect of Event of Default. If any Event of Default shall occur, the Notes shall, at the HRA's option, become immediately due and payable, in full, by giving the Borrower written notice of such acceleration. In addition, and without limiting any other remedy available to the HRA, upon the occurrence of an event set forth in Section 7.1(e) above, all sums outstanding on the Notes shall become immediately due and payable automatically without notice to the Borrower. If any Event of Default shall occur, the HRA may, at its option, exercise any of its available rights and remedies under the Loan Documents and under any applicable law, rule or regulation, including, without limitation, the following:

(a) terminate the HRA's obligation to Advance any further sums pursuant hereto; or

(b) declare all amounts advanced against the Notes, plus all accrued but unpaid interest thereon, to be immediately due and payable, and demand payment in full of the then-outstanding principal balance of the Notes and all accrued but unpaid interest thereon.

Section 7.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the HRA is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, the other Loan Documents, the Development Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Conflicts of Interest. No member of the governing body or other official of the HRA shall participate in any decision relating to this Loan Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the HRA shall be personally liable to the HRA in the event of any default or breach by the Borrower or successor or on any obligations under the terms of this Loan Agreement.

Section 8.2 Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Loan Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.3 Binding Effect. The parties hereto agree that this Loan Agreement shall be binding upon and inure to the benefit of their respective successors in interest and assigns including any holder of or participant in either of the Notes; provided, however, that the Borrower may not assign or transfer its interest herein without the prior written consent of the HRA. Nothing herein shall be interpreted or construed as creating any rights in any person other than the parties hereto.

Section 8.4 Governing Law, Waiver of Right to Jury Trial, Jurisdiction, Venue and Severability. This Loan Agreement is made in the state of Minnesota and shall be construed in accordance with the laws thereof. The parties consent to the personal jurisdiction of the state and federal courts located in the state of Minnesota in connection with any controversy related to this Loan Agreement and the parties waive any argument that venue in such forms is not convenient. The parties agree that any litigation initiated by either party against the other shall be venued either in the district court in Anoka County, Minnesota or the U.S. District Court, District of Minnesota. The HRA and the Borrower, each having been represented by counsel each knowingly and voluntarily waives a right to a trial by jury in any action or proceeding to enforce or defend any rights under this Loan Agreement or any amendment to this Loan Agreement. If any provision of this Loan Agreement is in conflict with any statute or rule of law of the state of Minnesota or is otherwise unenforceable, such provision shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any other provision of this Loan Agreement.

Section 8.5 Notices. Any notices required or contemplated hereunder shall be effective upon the placing thereof in the United States mails, certified mail and with return receipt requested, postage prepaid, or sent by overnight courier, or sent by facsimile, and addressed as follows:

If to Borrower:	F & C Ramsey Member, LLC 8900 Keystone Crossing #1200 Indianapolis, IN 46240 Attn: David M. Flaherty Telephone No.: (317) 816-9300 Facsimile No.: (317) 816-9301 Email: dflaherty@flahertycollins.com
With copies to:	Barnes & Thornburg 11 S. Meridian St. Indianapolis, IN 46204 Attn: Stephen Lee Telephone No.: (317) 231-7200 Facsimile No.: (317) 231-7433 Email: stephen.lee@BTLaw.com
If to HRA:	City of Ramsey, Minnesota Ramsey Municipal Center 7550 Sunwood Drive Ramsey, MN 55303 Attn: City Administrator Telephone No.: (763) 427-1410 Facsimile No.: (763) 433-9888 Email: kulrich@ci.ramsey.mn.us
With copies to:	Briggs and Morgan, P.A. 2200 IDS Center 80 South Eighth Street Minneapolis, MN 55402 Attn: Tom Bray Email: tbray@briggs.com Facsimile No.: (612) 977-8650

Section 8.6 No Waivers. No failure or delay on the part of the HRA in exercising any right, power or privilege hereunder and no course of dealing between the Borrower and the HRA shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 8.7 Amendment and Waiver. Neither this Loan Agreement nor any provision hereof may be modified, waived, discharged or terminated orally, but only by an instrument in

writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. In the event any agreement contained in this Loan Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 8.8 Counterparts. This Loan Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties may execute this Loan Agreement by signing any such counterparts.

Section 8.9 Superseding Effect. This Loan Agreement, the Loan Documents, the Development Agreement, and the Purchase Agreement constitute the entire agreement between the HRA and Borrower with respect to the matters addressed in those agreements and documents, and those agreements and documents supersede and replace any prior agreements, either oral or written, with respect to those matters.

Section 8.10 Indemnification. Borrower hereby agrees to defend, protect, indemnify and hold harmless HRA and its affiliates and the directors, officers, employees of the HRA and its affiliates (each of the foregoing being an "Indemnitee" and all of the foregoing being collectively the "Indemnitees") from and against any and all claims, actions, damages, liabilities, judgments, costs and expenses (including all reasonable fees and disbursements of counsel which may be incurred in the investigation or defense of any matter) imposed upon, incurred by or asserted against any Indemnitee, whether direct, indirect or consequential and whether based on any federal, state, local or foreign laws or regulations (including securities laws, environmental laws, commercial laws and regulations), under common law or on equitable cause, or on contract or otherwise:

(a) by reason of, relating to or in connection with the execution, delivery, performance or enforcement of any Loan Document, any commitments relating thereto, or any transaction contemplated thereby; or

(b) by reason by, relating to or in connection with any credit extended or used under any Loan Document or any act done or omitted by any Person, or the exercise of any rights or remedies thereunder, including the acquisition of any collateral by the HRA by way of foreclosure of the lien thereon, deed or bill of sale in lieu of such foreclosure or otherwise;

provided, however, that Borrower shall not be liable to any Indemnitee for any portion of such claims, damages, liabilities and expenses resulting from such Indemnitee's gross negligence or willful misconduct. In the event this indemnity is unenforceable as a matter of law as to a particular matter or consequence referred to herein, it shall be enforceable to the full extent permitted by law.

The indemnification provisions set forth above shall be in addition to any liability the Borrower may otherwise have. Without prejudice to the survival of any other obligation of the Borrower hereunder, the indemnities and obligations of the Borrower contained in this Section 8.10 shall survive the payment in full of the sums outstanding on the Notes.

Section 8.11 Borrower Acknowledgments. Borrower hereby acknowledges that (a) it has been advised by counsel in the negotiation, execution and delivery of this Loan Agreement and the other Loan Documents, (b) the HRA has no fiduciary relationship to the Borrower, the relationship between the Borrower and the HRA being solely that of debtor and creditor, (c) no joint venture exists between the Borrower and the HRA, and (d) the HRA undertakes no responsibility to the Borrower to review or inform the Borrower of any matter in connection with any phase of the business or operations of the Borrower and the Borrower shall rely entirely upon its own judgment with respect to its business, and any review, inspection or supervision of, or information supplied to, the Borrower by the HRA is for the protection of the HRA and neither the Borrower nor any third party is entitled to rely thereon.

Section 8.12 Time of Essence. The parties' timely performance of each of the obligations set forth in this Loan Agreement is an essential term of this Loan Agreement.

Section 8.13 Survival. The HRA and the Borrower intend that the terms of this Loan Agreement shall survive the parties' execution of the Development Agreement, Purchase Agreement, the deeds and other documents referenced in the Purchase Agreement, the Loan Documents and none of the terms or conditions of this Loan Agreement shall be merged into any other documents executed in connection with the transactions contemplated herein.

Section 8.14 Interpretation. The HRA and the Borrower agree that this Loan Agreement shall be interpreted without regard to which party drafted the Loan Agreement.

Section 8.15 No Relationship. The HRA and the Borrower are not, for any purpose, partners or joint ventures with respect to the development contemplated by this Loan Agreement.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties hereby have caused this Loan Agreement to be executed and delivered the date and year first above written.

BORROWER:

F & C RAMSEY MEMBER, LLC,
an Indiana limited liability company

By _____
Its _____

HRA:

THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE CITY OF RAMSEY, MINNESOTA, A PUBLIC BODY POLITIC AND CORPORATE UNDER THE LAWS OF THE STATE OF MINNESOTA

By _____
Its Chair

By _____
Its Executive Secretary

EXHIBIT A

FORM OF DRAW REQUEST AND
DRAW REQUEST CERTIFICATION

F & C Ramsey, LLC, an Indiana limited liability company ("Developer") and F & C Ramsey Member, LLC ("Borrower"), hereby certify as follows (all terms not otherwise defined herein having the meanings set forth in the Loan Agreement (as amended from time to time, the "Loan Agreement")) dated _____, 2011, between the Borrower and The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota ("HRA"):

(a) At the date hereof no suit or proceeding at law or in equity, and no notice has been received that any investigation or proceeding of any governmental body has been instituted or, to the knowledge of Developer or Borrower, is threatened, which in either case could have a material adverse effect on the financial condition or business operations of Borrower or Developer.

(b) At the date hereof, no default or event of default (other than any attributable to HRA) under the Loan Agreement or under any of the other Loan Documents has occurred and is continuing, and no event has occurred which, upon the service of notice and/or the lapse of time, would constitute an event of default thereunder, except the following:

(c) The representations and warranties set forth in Article V of the Loan Agreement are hereby reaffirmed and restated, and Borrower represents and warrants to HRA that the same are true, correct and complete on the date hereof, except as to the following: _____.

(d) No material adverse change has occurred in the financial condition or in the assets or liabilities of Developer or Borrower from those set forth in the latest financial statements for each furnished to HRA, except the following: _____.

(e) The progress of construction of the Project is such that it can be completed on or before the Completion Date specified in the Loan Agreement for the cost originally represented to HRA, except for the following: _____.

(f) The Loans, as of the date hereof, are in balance as required by the Loan Agreement, and the undisbursed proceeds of the Loans, including the Advance requested herein, together with undisbursed proceeds of Developer's Project Loan are adequate and sufficient to pay for all labor, materials, equipment, work, services and supplies necessary for the completion of the Minimum Improvements to which such Advance relates, including the installation of all fixtures and equipment required for the operation of the completed Project, except for the following increases in the total cost of the Minimum Improvements: _____.

(g) The labor, materials, equipment, work, services and supplies described herein have been performed upon or furnished to the Project in full accordance with the Final Construction Plans, which have not been amended except as expressly permitted by the Loan Agreement.

(h) There have been no changes in any estimated costs relating to the completion of the Minimum Improvements from those set forth on the Construction Cost Statement, as amended by any amendment thereto heretofore delivered by Developer to HRA and approved by HRA, if such approval is required by the Loan Agreement.

(i) All bills for labor, materials, equipment, work, services and supplies furnished in connection with the construction of the Minimum Improvements, which could give rise to a mechanic's lien if unpaid, have been paid, will be paid out of the requested Advance or are not yet due and payable.

(j) All claims for mechanics' liens which shall have arisen or could arise for labor, materials, equipment, work, services or supplies furnished in connection with the Project through the last day of the period covered by the requested Advance have been effectively waived in writing, or will be effectively waived in writing when payment is made and such written lien waiver shall be delivered to HRA or its disbursing agent prior to the next Advance or final Advance against the Notes, or sooner as may be requested by the Title Company or HRA.

(k) All funds advanced under the Loan Agreement to date have been utilized as specified in the Draw Requests pursuant to which the same were advanced, exclusively to pay costs incurred for or in connection with constructing the Minimum Improvements and developing the Development Property and the Project, and Developer and Borrower represent that no part of the proceeds of the Loans has been paid for labor, materials, equipment, work, services or supplies incorporated into or employed in connection with any project other than the Project, as that term is defined in the Loan Agreement. Developer and Borrower further represent that all funds covered by this Draw Request are for payment for labor, materials, equipment, work, services or supplies furnished solely in connection with the construction and completion of the Minimum Improvements.

Borrower authorizes and requests HRA to charge the total amount of this Draw Request against Borrower's loan account and to advance from the proceeds of the Loans the funds hereby requested, and to make or authorize disbursement of said funds to the Title Company for disbursement to Borrower in amounts up to, but not exceeding, the amounts listed herein, subject to the requirements of and in accordance with the procedures provided in the Loan Agreement. The Advance made pursuant to this Draw Request is acknowledged to be an accommodation to Borrower and is not a waiver by HRA of any Defaults or Events of Default under the Loan Agreement or any of the other Loan Documents or any other claims of HRA against Borrower.

The advances and disbursements on the attached sheets are hereby approved and authorized.

F & C RAMSEY, LLC,
an Indiana limited liability company

By_____
Its _____

F & C RAMSEY MEMBER, LLC,
an Indiana limited liability company

By_____
Its _____

EXHIBIT B

MEMBERSHIP INTEREST PLEDGE AGREEMENT

[This Exhibit assumes that at the time this Membership Interest Pledge Agreement is executed, (i) F&C Ramsey, LLC will have assigned all of its rights and obligations under the Development Agreement, except for its rights and obligations under Article VI of the Development Agreement, to F&C Ramsey Apartments, LLC; and (ii) F&C Ramsey, LLC and F&C Ramsey Member, LLC are the sole members of F & C Ramsey Apartments, LLC. If that is not the case, this Membership Interest Pledge Agreement must be revised prior to its execution to correct the Recitals, identify F&C Ramsey as the Issuer and all of the members of F&C Ramsey, LLC as the Pledgors.]

THIS MEMBERSHIP INTEREST PLEDGE AGREEMENT (the "Pledge Agreement") is made as of _____, 2012 by F&C Ramsey, LLC, an Indiana limited liability company ("F&C") and F&C Ramsey Member, LLC, an Indiana limited liability company ("F&C Member") (each a "Pledgor" and collectively, the "Pledgors"), in favor of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota ("the HRA"), with an address at Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey, Minnesota 55303, Attention: City Administrator.

RECITALS:

A. F&C and the HRA are parties to a Development Agreement dated as of _____, 2012 and recorded in the office of the Anoka County Registrar of Titles on _____ as Document No. _____ (the "Development Agreement") and an unrecorded Purchase Agreement also dated as of _____, 2012 (the "Purchase Agreement").

B. Pursuant to Section 11.5 of the Development Agreement, F&C has assigned all of its rights and all of its obligations under the Development Agreement, (except for the right to require the City of Ramsey to execute and deliver the "TIF Note," as defined in the Development Agreement, to F&C in accordance with and subject to the terms of the Development Agreement), and all of its rights and obligations under the Purchase Agreement to F&C Ramsey Apartments, LLC, an Indiana limited liability company ("Issuer").

C. F&C owns and holds ten percent (10%) of the limited liability company membership interests in Issuer, and F&C Member owns and holds ninety percent (90%) of the limited liability company membership interests in Issuer. Collectively, F&C and F&C Member own all of the limited liability company membership interests in Issuer.

D. Pursuant to the terms of the Development Agreement, the HRA is to make "Loan No. 1" and "Loan No. 2," as those terms are defined in the Development Agreement, to F&C Member; the HRA and F&C Member are to execute the "Loan Agreement;" and F&C Member is to execute "Note No. 1" and "Note No. 2," each as defined in the Development Agreement, to evidence the terms and conditions of the loans and F&C Member's obligation to repay the loans.

E. Advances that the HRA makes under the terms of the Loan Agreement to pay costs incurred in connection with the development and construction of the Project shall be deemed equity contributions from F&C Member to F&C Apartments.

F. Pursuant to the terms of the Loan Agreement, F&C Member is obligated to grant the HRA a first priority security interest in the limited liability company membership interests in Issuer that F&C Ramsey owns and is obligated to cause all other members of Issuer to grant the HRA a first priority security interest in their limited liability membership interests in Issuer, to secure F&C Member's performance of its obligations to the HRA under the terms of Note No. 1, Note No. 2 and the Loan Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and in order to induce the HRA to enter into the Loan Agreement, Note No. 1 and Note No. 2, Pledgors hereby agree with the HRA as follows:

1. Collateral and Grant of Security Interests. In consideration of the loans made by the HRA to F&C Member pursuant to the Loan Agreement and any credit or other financial accommodations now existing or hereafter made by the HRA to or for the account or benefit of F&C Member, and as an inducement therefor, each Pledgor hereby grants to the HRA a security interest in all of that Pledgor's now owned or hereafter acquired right, title and interest in the following described property (hereinafter called "Collateral"):

1.1 All of Pledgor's now owned and hereafter acquired limited liability company membership interests in F&C Ramsey Apartments, LLC, an Indiana limited liability company (hereinafter "Issuer"), including but not limited to all of Pledgor's financial rights, economic rights, voting rights, control rights, governance rights, member status rights and its right to share in all profits and distributions (collectively, the "Pledged Membership Interests"); and

1.2 All certificates, options, rights, membership distributions (cash or otherwise), splits, warrants and other distributions issued as an addition to, in substitution or in exchange for or on account of the Pledged Membership Interests; and

1.3 All property received upon the sale, exchange, collection or other disposition of Collateral or proceeds therefrom, whether cash or non-cash proceeds, and all products of the foregoing.

2. Secured Obligations. The security interest granted hereby secures payment and performance to the HRA of all of F&C Member's indebtedness, liabilities and obligations to the HRA, whether now existing or hereafter arising, whether otherwise secured or unsecured and howsoever evidenced, arising or created, including but not limited to all of F&C Member's obligations arising under the Loan Agreement, Note No. 1 and Note No. 2, including any extensions, modifications, substitutions, amendments and renewals thereof, whether for principal, interest, fees, expenses, indemnification or otherwise. In addition, since a default under the Development Agreement is a default under the Loan Agreement, the security interest

granted hereby also secures the performance of all of the obligations of the "Developer" as defined in the Development Agreement, under the Development Agreement.

Herein the indebtedness, liabilities and obligations secured by the Collateral will be referred to collectively as the "Secured Obligations".

3. Definitions. Unless the context otherwise requires, all terms used herein which are defined in Articles 1, 8 and 9 of the UCC as presently enacted in the State of Indiana (the "UCC") have the meanings therein stated.

4. Covenants, Representations and Warranties. Pledgors hereby covenant, represent and warrant that:

4.1 The names of all members of Issuer, and their respective percentage membership interests, are as set forth on Exhibit A attached hereto and made a part hereof.

4.2 Pledgors have title to and are the sole legal and beneficial owners of the Collateral free of any liens, security interests, claims or other encumbrances of any kind limiting the transferability of the Collateral, except as granted herein.

4.3 The Collateral represents one hundred percent (100%) of the outstanding membership interests in Issuer. Pledgors agree that they will not transfer, convey, sell, encumber, pledge, hypothecate or otherwise dispose of any of their interest in the Collateral without the prior consent of the HRA.

4.4 The pledge of Collateral pursuant to this Pledge Agreement is duly authorized under the terms of all agreements limiting the transferability of the Collateral and all necessary consents, if any, to the transfer of the Collateral pursuant to this Pledge Agreement have been obtained. Without limiting the foregoing, the Pledgors specifically represent and warrant that the security interest granted hereby is authorized under the terms of, and fully satisfies the requirements of, any restriction on the assignment of financial or governance rights in Issuer arising under the laws of Indiana (including without limitation the Indiana Limited Liability Company Act), the articles of organization or regulations of Issuer, any resolution adopted by the members of Issuer, any written action by members of Issuer, or among them and Issuer or otherwise.

4.5 If the Pledged Membership Interests are now or at any time hereafter certificated, Pledgors shall immediately (i) execute and deliver to the HRA Irrevocable Assignments in Blank covering all of the Pledged Membership Interests, in the form attached hereto as Exhibit B, and (ii) deliver the original certificates, endorsed in blank, to the HRA.

4.6 If, at any time, the Issuer elects to have the Pledged Membership Interests treated as securities governed by Article 8 of the UCC (defined below) and the Pledged Membership Interests are not certificated, Pledgors will immediately enter into a control agreement with the HRA with respect to the Pledged Membership Interests in a form and in substance acceptable to the HRA.

4.7 Pledgors authorize the HRA to file, at any time or times hereafter, such financing statements and agree to execute such instruments and perform such acts as the HRA may request to establish and maintain in the HRA a valid, perfected first priority security interest in the Collateral including, without limitation, delivering all additional certificates, with appropriate endorsement or assignment in-blank to the HRA. Pledgors hereby agree that the HRA may, at the HRA's option, hold any of the Collateral in the name of the HRA or otherwise indicate on any instrument or certificate representing the Collateral that the HRA has been granted a security interest therein.

4.8 If, at any time while this Pledge Agreement is in effect, Pledgors shall become entitled to receive or shall receive any certificate, option or rights, whether as an addition to, in substitution of, or in exchange for any Collateral or otherwise, Pledgors agree to accept the same as the HRA's agent to hold the same in trust for the HRA and to deliver the same forthwith to the HRA in the exact form received, with the appropriate endorsement of Pledgors, to be held by the HRA as additional Collateral for the Secured Obligations, subject to the terms hereof.

4.9 All sums of money and property paid or distributed in respect of the Collateral shall be paid directly to the HRA for application against the Secured Obligations in any manner the HRA may determine; provided, however, unless and until an Event of Default (as defined in the Loan Agreement) has occurred, Pledgors may receive any distributions on account of the Pledged Membership Interests. To the extent such payments are paid to the HRA, Pledgors agree that the obligor thereunder shall have no further liability to Pledgors for the same.

4.10 Pledgors will pay, when due, all taxes and other governmental charges levied or assessed upon or against any Collateral. The HRA at its option may pay and discharge any taxes, governmental charges, liens, or encumbrances on the Collateral which sums so advanced or paid by the HRA shall be paid by Pledgors on demand with interest at the highest rate permitted by applicable law and shall become part of the Secured Obligations.

4.11 If Pledgors receive any payment or property from the Collateral in violation of the terms of this Pledge Agreement, Pledgors will hold such payment or property in trust for the HRA and forthwith pay over or deliver the same to the HRA in the form received with appropriate endorsement or assignment in-blank to be applied in accordance with the terms hereof.

4.12 Unless and until an Event of Default has occurred, Pledgors may exercise all governance rights relating to the Pledged Membership Interests.

4.13 Upon the occurrence of an Event of Default, Pledgors agree, upon the HRA's request, to cooperate with the HRA by doing all things necessary to enable the HRA to liquidate the Collateral in compliance with all applicable laws and regulations. Pledgors understand and agree that upon the occurrence of an Event of Default, the HRA has the right to liquidate the Collateral, either at or prior to the maturity thereof, at the sole option of the HRA, and apply the proceeds to reduce the Secured Obligations.

4.14 The Pledgors are not required to obtain any consent, approval or authorization from, or to file any declaration or statement with, any governmental instrumentality or other agency or any other individual or entity in connection with or as a condition to the execution, delivery or performance hereof.

4.15 Issuer has not elected to have the Pledged Membership Interests treated as securities governed by Article 8 of the UCC in its articles of organization, limited liability company agreement or any other document, and the Pledged Membership Interests do not constitute "investment property", as defined in Article 9 of the UCC. Pledgors will not consent to any modifications of or amendments to Issuer's articles of organization, operating agreement or any other document which affects an election by Issuer to have the Pledged Membership Interests treated as securities governed by Article 8 of the UCC.

4.16 Each Pledgor hereby consents to the other Pledgors execution of this Pledge Agreement and specifically acknowledges and consents to the other Pledgor's assignment of its financial and governance rights in the Issuer to the HRA and agrees that the HRA may, until the Security Interest granted to the HRA under the Pledge Agreement is terminated, exercised, enforced and obtained the benefits of such rights in accordance of the Pledge Agreement.

5. Duty of Care. The HRA shall not be obligated to preserve any rights Pledgors may have against prior parties or to realize on the Collateral at all or in any particular manner or order. The HRA shall have no liability or responsibility to Pledgors for any action taken or omitted with respect to the Collateral or otherwise on the direction of Pledgors.

6. Events of Default. The occurrence of any of the following events shall constitute an Event of Default under this Pledge Agreement:

6.1 Pledgors shall fail to (i) pay any of the Secured Obligations as and when due; or (ii) perform any of their agreements contained herein; or

6.2 Any statement, representation or warranty of Pledgors made herein or any time furnished to the HRA shall be untrue in any material respect as of the date made;

6.3 An Event of Default (as defined in the Loan Agreement) shall occur; or

6.4 Any other default, however defined, shall occur under the terms of any agreement, document or instrument evidencing, securing or relating to the Secured Obligations.

7. Remedies Upon Default.

7.1 Upon the occurrence of an Event of Default and any time thereafter, the HRA may exercise any one or more of the following rights and remedies:

(i) Declare unmatured Secured Obligations to be immediately due and payable and the same shall thereupon be immediately due and payable without presentment or other notice or demand;

(ii) Exercise and enforce any or all rights and remedies available upon default to a secured party under the UCC, including, but not limited to, the right to exercise all rights as a holder of the Collateral and the right to dispose of the Collateral in any manner permitted by the UCC and applicable securities laws including, without limitation, the right to offer and sell the Collateral privately to purchasers who will agree to take the Collateral for investment and not with the view to distribution and who will agree to the imposition of restrictive legends on the certificates representing the Collateral, and the right to arrange for a sale of the Collateral which would otherwise qualify as exempt from registration under the Securities Act of 1933;

(iii) Exercise its right to receive all cash payments on account of the Pledged Membership Interests (including without limitation the Permitted Distributions) for periods that the Collateral was held by Pledgors; and

(iv) Exercise all governance rights of the Pledgors with respect to the Pledged Membership Interests.

Any transferee of the HRA's interest in the Collateral shall be entitled to exercise all rights as holder of the Collateral, including voting rights.

7.2 If the HRA disposes of any of the Collateral, the proceeds of any such disposition shall be applied as set forth in the applicable provisions of Article 9 of the UCC. Pledgors specifically grant to the HRA the right to apply such proceeds to attorneys' fees and legal expenses incurred by the HRA in connection with collection of the Secured Obligations, disposition of Collateral or protection of the HRA's position. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed commercially reasonable if mailed at least ten (10) Business Days before such disposition, postage prepaid, addressed to Pledgors at the address shown below.

7.3 The Pledgors recognize that the HRA may be unable to effect a public sale of the Pledged Membership Interests by the reason of certain prohibitions contained in the Securities Act of 1933, as amended (the "Securities Act") or other applicable state or federal laws, and the HRA may therefore resort to one or more private sales thereof to a restricted group of purchasers. The Pledgors agree that any such private sales may be at prices and on other terms less favorable to the seller than if sold at public sales and that such private sales shall not by reason thereof be deemed not to have been made in a commercially reasonable manner. The HRA shall be under no obligation to delay a sale of any of the Pledged Membership Interests for the period of time necessary to permit the issuer of such securities to register such securities for public sale under the Securities Act, or such other applicable laws, even if the issuer would agree to do so. Subject to the foregoing, the HRA agrees that any sale of the Pledged Membership Interests shall be

made in a commercially reasonable manner, and the Pledgors agree to use their best efforts to cause the issuer or issuers of the Pledged Membership Interests contemplated to be sold, to execute and deliver, all at the Pledgors' expense, all such instruments and documents, and to do or cause to be done all such other acts and things as may be necessary or, in the reasonable opinion of the HRA, advisable to exempt such Pledged Membership Interests from registration under the provisions of the Securities Act, and to make all amendments to such instruments and documents which, in the opinion of the HRA, are necessary or advisable, all in conformity with the requirements of the Securities Act and the rules and regulations of the Securities and Exchange Commission applicable thereto, and other applicable law. The Pledgors further agree to use their best efforts to cause the Pledged Membership Interests to comply with the provisions of the securities or "Blue Sky" laws of any jurisdiction which the HRA shall reasonably designate.

8. Obligations Not Affected by Acts of the HRA. Pledgors' obligations hereunder shall not be affected or impaired by any of the following acts or things which the HRA is expressly authorized to do, omit or suffer from time to time, without notice or approval by the HRA: (i) any extension, renewal, modification or amendment of the Loan Agreement or any of the documents, instruments or agreements creating, evidencing or securing the Secured Obligations or delivered therewith; (ii) any delay or lack of diligence in the enforcement of any of the Secured Obligations; (iii) any failure to institute proceedings, file a claim or give any required notices; (iv) any full or partial release of, settlement with or agreement not to sue any guarantor, indemnitor or any other person or entity obligated under the Secured Obligations; (v) any waiver or indulgence granted to any guarantor or any person or entity obligated under the Secured Obligations; (vi) any failure to obtain or realize upon any other Collateral obtained from any other party or to see to the proper perfection thereof or to establish the priority of the lien thereon or (vii) acquire a security interest in any property in addition to the Collateral or release any such interests so acquired or permit any substitution or exchange for such property or any portion thereof.

9. Continuing Security Interest. The security interest granted hereby is a continuing security interest and no notice of the creation or existence of any Secured Obligation or of any renewal, extension or modification thereof need be given by the HRA. The security interest shall continue in effect notwithstanding that from time to time no Secured Obligations may exist. Pledgors hereby expressly waive demand, presentment, protest and notice of a dishonor on any and all of the Secured Obligations.

10. Additional Rights of the HRA. Upon an Event of Default, the HRA, in the names of Pledgors or otherwise, shall have the authority but shall not be obligated to demand, collect, receive and receipt for, compromise, compound, settle and give acquittance for and prosecute and discontinue any suits and proceedings in respect of any or all of the Collateral and to take any action which the HRA may deem necessary or desirable in order to realize on the Collateral, including, without limitation, the power (i) to perform any contract, to endorse in the names of Pledgors any checks, drafts, notes or other documents which are Collateral or are received in payment or on account of the Collateral, (ii) to transfer any of the Collateral into his name or that of its nominee and to notify the obligor on or issuer of any Collateral, to remit to the HRA any amounts due or distributable thereon, and (iii) to apply any proceeds of any Collateral

against the Secured Obligations as the HRA, in its sole discretion, may determine whether the same shall then be due or not due. Pledgors, and not the HRA, shall have full responsibility for complying with all call dates, conversion dates or other deadlines for action by the owner of any securities pledged hereby.

11. Attorneys' Fees. If either party defaults in the performance of its obligations under this Pledge Agreement, the defaulting party must reimburse the non-defaulting party for all costs and expenses, including but not limited to attorney's fees, that the non-defaulting party incurs as a result of the defaulting party's default.

12. Waiver or Amendment. No delay or failure by the HRA in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by the HRA of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. This Pledge Agreement shall be binding upon and inure to the benefit of the HRA and its replacements, successors and assigns and shall take effect when signed by Pledgors and delivered to the HRA, and Pledgors waive notice of the HRA's acceptance thereof. This Pledge Agreement shall not be amended except in writing signed by Pledgors and the HRA.

13. **GOVERNING LAW/JURISDICTION. THIS PLEDGE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF INDIANA. PLEDGORS HEREBY CONSENT TO THE PERSONAL JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF MINNESOTA IN CONNECTION WITH ANY CONTROVERSY RELATED TO THIS PLEDGE AGREEMENT, WAIVE ANY ARGUMENT THAT VENUE IN SUCH FORMS IS NOT CONVENIENT AND AGREE THAT ANY LITIGATION INSTIGATED BY PLEDGORS AGAINST THE HRA IN CONNECTION WITH THIS PLEDGE AGREEMENT SHALL BE VENUED IN EITHER THE DISTRICT COURTS OF ANOKA COUNTY, MINNESOTA OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION.**

14. Severability. If any provision or application of this Pledge Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Pledge Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained or prescribed hereby.

15. Construction. The headings of the various sections of this Pledge Agreement have been inserted for reference only and should not be construed as defining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. Capitalized terms used in this Agreement but not otherwise defined herein have the meaning set forth for such terms in the Development Agreement.

[Remainder of page intentionally left blank;

signature pages follows]

IN WITNESS WHEREOF, Pledgors have executed this Pledge Agreement as of the date and year first above written.

PLEDGOR:

F&C RAMSEY, LLC,
an Indiana limited liability company

By:_____

Name:_____

Title:_____

Address: _____

_____

_____

STATE OF _____

) ss.

COUNTY OF _____)

On this _____ day of _____ 2012, before me the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as the _____ of F&C Ramsey, LLC, an Indiana limited liability company, and executed the within instrument on behalf of such company.

_____
Notary Public

IN WITNESS WHEREOF, Pledgors have executed this Pledge Agreement as of the date and year first above written.

PLEDGOR:

F&C RAMSEY MEMBER, LLC,
an Indiana limited liability company

By:_____

Name:_____

Title:_____

Address: _____

_____

_____

STATE OF _____

) ss.

COUNTY OF _____)

On this _____ day of _____ 2012, before me the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as the _____ of F&C Ramsey Member, LLC, an Indiana limited liability company, and executed the within instrument on behalf of such company.

_____
Notary Public

EXHIBIT A

MEMBERS OF F&C RAMSEY APARTMENTS, LLC

Name	Percentage Interest
F&C Ramsey, LLC	10%
F&C Ramsey Member, LLC	90%

EXHIBIT B

IRREVOCABLE ASSIGNMENT IN BLANK

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers to The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota the following membership units of F&C Ramsey Apartments, LLC, an Indiana limited liability company:

No. of Membership units Certificate No.

and irrevocably appoints The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota its agent and attorney-in-fact to transfer all or any part of such membership units and to take all necessary and appropriate action to effect any such transfer. The agent and attorney-in-fact may substitute and appoint one or more persons to act for him. The effectiveness of a transfer pursuant to this assignment shall be subject to any and all transfer restrictions referenced on the face of the certificates evidencing such interest or in the articles of organization or limited liability company of the subject company, to the extent they may from time to time exist.

[_____], a
[_____] [*insert name of Pledgor*]

By:_____

Name:_____

Title:_____

ISSUER ACKNOWLEDGEMENT

The undersigned hereby (a) acknowledges receipt of a copy of that certain Membership Interest Pledge Agreement (the "Pledge Agreement") executed by F&C Ramsey, LLC, an Indiana limited liability company, and F&C Ramsey Member, LLC, an Indiana limited liability company ("Pledgors") in favor of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota (the "HRA"), (b) agrees promptly to note on its books the security interests granted to the HRA in the Pledge Agreement, (c) agrees that it will comply with the instructions of the HRA with respect to the Pledged Membership Interests (as defined in the Pledge Agreement) without further consent by Pledgors, (d) agrees to notify the HRA upon obtaining knowledge of any interest in favor of any Person in the Pledged Membership Interests that is adverse to the interest of the HRA therein; (e) agrees that it will not, without the prior written consent of the HRA, elect to have the Pledged Membership Interests treated as securities governed by Article 8 of the UCC or as "Investment Property" as defined in Article 9 of the UCC; and (f) waives any right or requirement at any time hereafter to receive a copy of the Pledge Agreement in connection with the registration of any Pledged Membership Interests thereunder in the name of the HRA or its nominee or the exercise of voting rights by the HRA or its nominee.

F&C Ramsey Apartments, LLC, an Indiana limited liability company

By:_____
Name:_____
Title:_____

EXHIBIT D-1

NOTE NO. 1

PROMISSORY NOTE

$1,420,000.00 Ramsey, Minnesota
_____, 201_

FOR VALUE RECEIVED, F & C Ramsey Member, LLC, an Indiana limited liability company ("Borrower") promises to pay to the order of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota ("Lender") the principal sum of ONE MILLION FOUR HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS ($1,420,000.00), or so much thereof as Lender has actually advanced to Borrower pursuant to the terms of that certain Loan Agreement between Lender and Borrower of even date herewith (the "Loan Agreement"), together with interest thereon as provided for in this Promissory Note. Lender shall disburse the proceeds of this Promissory Note to Borrower pursuant to the terms of the Loan Agreement.

Borrower shall make payments provided for in this Promissory Note to Lender at Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey, Minnesota 55303, or at such other place as Lender may from time to time designate, in writing, in lawful money of the United States of America.

Borrower, Lender, F & C Ramsey, LLC and the City of Ramsey, Minnesota, are also parties to a Development Agreement dated _____, 2011 and recorded in the office of the Anoka County Registrar of Titles on _____, 2011, as Document No. _____ (the "Development Agreement"). Capitalized terms used in this Promissory Note and not defined herein have the meanings established for such terms in the Development Agreement.

Absent a default by Borrower in the timely payment of amounts due under this Promissory Note, no interest shall accrue on amounts advanced under this Promissory Note. In lieu of non-default interest and as consideration for the extension of credit, Lender is charging Borrower a one-time fee of $120,000.00 as set forth in the Loan Agreement. If, at any time, Borrower defaults in the timely payment of any amounts due under this Promissory Note, Lender gives Borrower notice of the default and Borrower does not cure the default within ten (10) days of Lender's notice, interest shall accrue on the outstanding principal balance of this Promissory Note from the date of the default through the date Borrower cures all defaults under this Promissory Note at the rate of twelve percent (12%) per annum.

Commencing on April 1, 2015 and continuing on each April 1 thereafter until April 1, 2025, Borrower must pay to Lender, in certified or wire transferred funds and for application to the outstanding principal and interest, if any, due under this Promissory Note, an amount equal to 20% of the Net Cash Flow, as defined in the Development Agreement, for the immediately preceding calendar year. Commencing on April 1, 2015 and continuing on each April 1 thereafter until April 1, 2025, Borrower must also provide Lender with a statement from a

certified public account (who may be an employee of an affiliate of Borrower) setting forth the "Net Cash Flow," "Net Operating Expenses" and "Operating Expenses," as defined in the Development Agreement, for the immediately preceding calendar year and with such back-up documentation regarding income, expenses and debt service as Lender may reasonably request to confirm the certified public accountant's calculation of "Net Cash Flow," "Net Operating Income," and "Operating Expenses."

In addition to the annual payments described in the preceding paragraph, if and each time Developer refinances a "Project Loan," as defined in the Development Agreement, Borrower must make an additional payment to Lender, for application to the outstanding principal and accrued, unpaid interest, if any, due under this Promissory Note, in an amount equal to 20% of the difference between the principal amount of the new Project Loan and the amount of the outstanding principal and accrued, unpaid interest under the Project Loan that is being refinanced. Notwithstanding the foregoing, if Developer refinances a Project Loan to obtain additional funds that are necessary to complete the initial construction of the Minimum Improvements, Borrower is not obligated to pay Lender 20% of the amount of the new loan that Developer uses to pay costs of completing the initial construction of the Minimum Improvements.

The entire outstanding principal amount of this Promissory Note and all accrued interest, if any, is due and payable in full upon the earlier of April 1, 2025 or the date there is a "Sale of the Development Property," as defined in the Development Agreement.

Borrower may prepay this Promissory Note, in whole or in part, at any time and, if in part, from time to time, during the entire term of this Promissory Note. All payments shall be applied first to the payment of accrued, unpaid late charges then to and accrued, unpaid interest, if any, with the balance, if any, applied to the reduction of principal.

This Promissory Note is the note referred to as "Note No. 1" in the Development Agreement and in the Loan Agreement and is subject to the additional terms and conditions set forth in the Development Agreement, the Loan Agreement and each of the "Loan Documents," as defined in the Loan Agreement.

If a payment due hereunder is not made within five days after the date when due, Borrower shall pay to Lender a late payment charge of 5% of the amount of the overdue payment to compensate Lender for a portion of the cost related to handling the overdue payment. Failure to exercise any option provided herein shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Borrower agrees that if, and as often as, this Note is given to an attorney for collection or to defend or enforce any of Lender's rights hereunder, Borrower will pay to the Lender Lender's reasonable attorneys' fees together with all court costs and other expenses paid by Lender.

Borrower waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Promissory Note and any lack of diligence or delays in collection or enforcement of this Note. Borrower agrees that this Promissory Note, or any payment hereunder, may be extended from time to time, and Borrower consents to the release of any party liable for the obligation evidenced by this Promissory Note, the release of any of the

security for this Note, the acceptance of any other security therefore, or any other indulgence or forbearance whatsoever, all without notice to any party and without affecting the liability of Borrower.

Borrower represents and warrants to Lender that Borrower will use the proceeds of the loan evidenced by this Promissory Note solely for business purposes.

If Borrower defaults on the performance of one or more of Borrower's obligations under this Promissory Note or upon the occurrence of any other "Event of Default" (as defined in the Development Agreement or the Loan Agreement), the entire outstanding principal balance hereof and all accrued interest and other amounts due hereon shall, at the option of the Lender and subject to the notice and cure provisions set forth in Section 13.1 (c) of the Development Agreement and in the Loan Agreement, become immediately due and payable; provided, however that if an Event of Default described in Section 13.1(i) or (j) of the Loan Agreement occurs, all sums outstanding on this Note shall become immediately due and payable in full without notice or demand whatsoever.

THIS NOTE SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS OR PRINCIPLES THEREOF. WHENEVER POSSIBLE, EACH PROVISION OF THIS NOTE AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO, SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER SUCH APPLICABLE LAW, BUT, IF ANY PROVISION OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER SUCH APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO.

AT THE OPTION OF LENDER, THIS NOTE MAY BE ENFORCED IN MINNESOTA STATE COURT SITTING IN ANOKA COUNTY; AND BORROWER CONSENTS TO THE JURISDICTION AND VENUE OF SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUM IS NOT CONVENIENT. IN THE EVENT BORROWER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS NOTE, LENDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO THE JURISDICTION AND VENUE ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

BORROWER AND LENDER IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR ANY OF THE LOAN DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT) OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

This Note is subject to the terms of a Debt Subordination Agreement in favor of PNC Bank, National Association. Notwithstanding any contrary statement contained in the within instrument, no payment on account of any obligation arising from or in connection with the within instrument or any related agreement (whether of principal, interest or otherwise) shall be made, paid, received or accepted except in accordance with the terms of said Debt Subordination Agreement.

Time is of the essence of this Note and each of the provisions hereof.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date first above written.

F & C RAMSEY MEMBER, LLC

By:_____
Its: Chief Manager

EXHIBIT D-2

NOTE NO. 2

PROMISSORY NOTE

$_____ Ramsey, Minnesota
_____, 201_

FOR VALUE RECEIVED, F & C Ramsey Member, LLC, an Indiana limited liability company ("Borrower") promises to pay to the order of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a public body politic and corporate under the laws of the State of Minnesota ("Lender") the principal sum of **[SIX MILLION EIGHT HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS ($6,825,000.00) PLUS COSTS OF ISSUANCE AS DEFINED IN THE DEVELOPMENT AGREEMENT]**, or so much thereof as Lender has actually advanced to Borrower pursuant to the terms of that certain Loan Agreement between Lender and Borrower of even date herewith (the "Loan Agreement"), together with interest thereon as provided for in this Promissory Note. Lender shall disburse the proceeds of this Promissory Note to Borrower pursuant to the terms of the Loan Agreement.

Borrower shall make payments provided for in this Promissory Note to Lender at Ramsey Municipal Center, 7550 Sunwood Drive, Ramsey, Minnesota 55303, or at such other place as Lender may from time to time designate, in writing, in lawful money of the United States of America.

Borrower, Lender, F & C Ramsey, LLC and the City of Ramsey, Minnesota, are also parties to a Development Agreement dated _____, 2011 and recorded in the office of the Anoka County Registrar of Titles on _____, 2011, as Document No. _____ (the "Development Agreement"). Capitalized terms used in this Promissory Note and not defined herein have the meanings established for such terms in the Development Agreement.

Interest shall accrue on amounts advanced under this Promissory Note from the date of advance at the rate of 6.27% per annum; provided, however, if Borrower does not make one or more voluntary prepayments totaling $3,000,000.00 or more on or before the date 18 months from the date of the first advance under this Promissory Note, the interest rate shall increase to 8.27% per annum as of the date 18 months from the date of the first advance under this Promissory Note and shall remain at 8.27% per annum until the date Borrower makes one or more voluntary prepayments totaling $3,000,000.00 or more (at which time the interest rate will be reduced back to 6.27% per annum). If, at any time, Borrower defaults in the timely payment of any amounts due under this Promissory Note, Lender gives Borrower notice of the default and Borrower does not cure the default within ten (10) days of Lender's notice, the interest rate shall increase by 5% per annum.

The entire outstanding principal amount of this Promissory Note and all accrued, unpaid interest is due and payable in full on the earlier of June 1, 2015 or a "Sale of the Development Property," as defined in the Development Agreement.

Borrower may prepay this Promissory Note, in whole or in part, at any time and, if in part, from time to time, during the entire term of this Promissory Note. All payments shall be applied first to the payment of accrued, unpaid late charges then to and accrued, unpaid interest, if any, with the balance, if any, applied to the reduction of principal. If Borrower prepays $2,000,000.00 or more on or before the date 12 months after the date of the first advance under this Promissory Note, Lender shall forgive $250,000.00 of the principal amount of Loan No. 1, as defined in the Development Agreement, such forgiveness to be effective as of the date Lender has prepaid at least $2,000,000.00.

This Promissory Note is the note referred to as "Note No. 2" in the Development Agreement and in the Loan Agreement and is subject to the additional terms and conditions set forth in the Development Agreement, the Loan Agreement and each of the "Loan Documents," as defined in the Loan Agreement.

If a payment due hereunder is not made within five days after the date when due, Borrower shall pay to Lender a late payment charge of 5% of the amount of the overdue payment to compensate Lender for a portion of the cost related to handling the overdue payment. Failure to exercise any option provided herein shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Borrower agrees that if, and as often as, this Note is given to an attorney for collection or to defend or enforce any of Lender's rights hereunder, Borrower will pay to the Lender Lender's reasonable attorneys' fees together with all court costs and other expenses paid by Lender.

Borrower waives presentment, protest and demand, notice of protest, demand and of dishonor and nonpayment of this Promissory Note and any lack of diligence or delays in collection or enforcement of this Note. Borrower agrees that this Promissory Note, or any payment hereunder, may be extended from time to time, and Borrower consents to the release of any party liable for the obligation evidenced by this Promissory Note, the release of any of the security for this Note, the acceptance of any other security therefore, or any other indulgence or forbearance whatsoever, all without notice to any party and without affecting the liability of Borrower.

Borrower represents and warrants to Lender that Borrower will use the proceeds of the loan evidenced by this Promissory Note solely for business purposes.

If Borrower defaults on the performance of one or more of Borrower's obligations under this Promissory Note or upon the occurrence of any other "Event of Default" (as defined in the Development Agreement or the Loan Agreement), the entire outstanding principal balance hereof and all accrued interest and other amounts due hereon shall, at the option of the Lender and subject to the Notice and cure provisions set forth in Section 13.1 (c) of the Development Agreement and in the Loan Agreement become immediately due and payable; provided, however that if an Event of Default described in Section 13.1(i) or (j) of the Loan Agreement

occurs, all sums outstanding on this Note shall become immediately due and payable in full without notice or demand whatsoever.

THIS NOTE SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA, WITHOUT GIVING EFFECT TO CONFLICT OF LAWS OR PRINCIPLES THEREOF. WHENEVER POSSIBLE, EACH PROVISION OF THIS NOTE AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO, SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER SUCH APPLICABLE LAW, BUT, IF ANY PROVISION OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER SUCH APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS NOTE OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO.

AT THE OPTION OF LENDER, THIS NOTE MAY BE ENFORCED IN MINNESOTA STATE COURT SITTING IN ANOKA COUNTY; AND BORROWER CONSENTS TO THE JURISDICTION AND VENUE OF SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUM IS NOT CONVENIENT. IN THE EVENT BORROWER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS NOTE, LENDER AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO THE JURISDICTION AND VENUE ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

BORROWER AND LENDER IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS NOTE OR ANY OF THE LOAN DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT) OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

This Note is subject to the terms of a Debt Subordination Agreement in favor of PNC Bank, National Association. Notwithstanding any contrary statement contained in the within instrument, no payment on account of any obligation arising from or in connection with the within instrument or any related agreement (whether of principal, interest or otherwise) shall be made, paid, received or accepted except in accordance with the terms of said Debt Subordination Agreement.

Time is of the essence of this Note and each of the provisions hereof.

IN WITNESS WHEREOF, Borrower has executed this Note as of the date first above written.

F & C RAMSEY, LLC

By:_____
Its: Chief Manager

EXHIBIT E-1

CORPORATE GUARANTY

_____, 2012

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a body politic and corporate under the laws of the State of Minnesota (the "HRA"), to lend $1,420,000 to F & C Ramsey Member, LLC, an Indiana limited liability company ("Borrower") pursuant to the terms of that certain Loan Agreement between Borrower and the HRA of even date herewith (the "Loan Agreement") and the related Promissory Note executed by Borrower in favor of the HRA of even date herewith ("Note No. 1"), the undersigned hereby absolutely and unconditionally guarantees to the HRA the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, all amounts payable by Borrower to the HRA pursuant to Note No. 1, as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several (all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness").

The undersigned further acknowledges and agrees with HRA that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all Indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. So long as any portion of the Indebtedness remains outstanding, the undersigned shall, on or before May 15 of each year, provide the HRA with (a) a reviewed financial statement for the undersigned prepared by a certified public accountant (who may be an employee of the undersigned) in accordance with generally accepted accounting principles, consistently applied, and (b) a copy of the undersigned's filed federal tax return. If, in any year, the undersigned's net worth is less than $2,200,000.00 then the HRA shall have the right, upon ten (10) days written notice to Borrower and Borrower's failure to provide a replacement guaranty from another individual or entity reasonably acceptable to the HRA and having a net worth of $2,200,000.00 or more, as evidenced by a current reviewed financial statement for the replacement guarantor prepared by an independent accounting firm in accordance with generally accepted accounting principles, consistently applied, to declare the Indebtedness immediately due and payable, and the undersigned will forthwith pay to the HRA the full amount of all Indebtedness, whether due and payable or unmatured. If the undersigned voluntarily commences or there is commenced involuntarily against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

3. The liability of the undersigned hereunder shall include, in addition to the Indebtedness, all attorneys' fees, collection costs and enforcement expenses referable thereto. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The HRA may apply any sums received by or available to the HRA on account of the Indebtedness from Borrower, from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the undersigned hereunder.

4. The undersigned will pay or reimburse the HRA for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the HRA in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

5. Whether or not any existing relationship between the undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, the HRA may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the HRA is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof of substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the HRA under §1111(b) of the United States Bankruptcy Code.

6. The undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the HRA any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the HRA to Borrower or any such other person, whether or not on account of a related transaction. The undersigned expressly

agrees that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any deed of trust or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

7. The undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The HRA shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

8. If any payment applied by the HRA to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor) the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

9. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the HRA as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

10. The undersigned represents and warrants to the HRA that (i) the undersigned has full power and authority to make and deliver this guaranty; (ii) the execution, delivery and performance of this guaranty by the undersigned does not and will not violate the provisions of, or constitute a default under, any presently applicable law or any agreement presently binding on the undersigned; (iii) this guaranty has been duly executed and delivered by the undersigned and constitutes the undersigned's lawful, binding and legally enforceable obligation (subject to the United States Bankruptcy Code and other similar laws generally affecting the enforcement of creditors' rights); and (iv) the execution and delivery and performance of this guaranty does not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

11. This guaranty shall be effective upon delivery to the HRA, without further act, condition or acceptance by the HRA, shall be binding upon the undersigned and the successors and assigns of the undersigned and shall inure to the benefit of the HRA and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are to be severable. This guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the undersigned and the HRA. The undersigned waives notice of the HRA's acceptance hereof and waives the right to a trial by jury in any action based on or pertaining to this guaranty.

12. This guaranty shall be construed according to the laws of the State of Minnesota in which state it shall be performed by the undersigned. The undersigned hereby consents to the personal jurisdiction of the state and federal courts located in the State of

Minnesota in connection with any controversy related to this guaranty, waives any argument that venue in such forums is not convenient, and agrees that any litigation initiated by the undersigned against the HRA in connection with this guaranty may be venued in either the District Court of Anoka County, Minnesota or the United States District Court in Minnesota.

13. The undersigned represents, warrants, acknowledges and agrees that: (i) the undersigned will receive direct economic benefit from the loans and advances made by the HRA to Borrower evidenced by the Indebtedness, (ii) the HRA is making advances to Borrower in reliance upon this guaranty, and (iii) the undersigned has received reasonably equivalent value in return for the undersigned's execution and delivery of this guaranty.

14. The undersigned waives and relinquishes any right of subrogation or other right of reimbursement from Borrower or Borrower's estate and any other right to payment from Borrower or Borrower's estate, arising out of or on account of any sums paid or agreed to be paid by the undersigned under this guaranty, whether any such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. The provisions of this paragraph are made for the express benefit of Borrower as well as HRA and may be enforced independently by Borrower.

15. The creation or existence from time to time of Indebtedness in excess of the amount to which the right of recovery under this Guaranty is limited is hereby authorized, without notice to the undersigned, and shall in no way affect or impair the rights of the Lender and the obligations of the undersigned under this Guaranty.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

Flaherty & Collins Construction, Inc.,
an Indiana corporation

By:

_____

Its: President

EXHIBIT E-2

PERSONAL GUARANTY

_____, 2012

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota, a body politic and corporate under the laws of the State of Minnesota (the "HRA"), to lend $[_____] to F & C Ramsey Member, LLC, an Indiana limited liability company ("Borrower") pursuant to the terms of that certain Loan Agreement between Borrower and the HRA of even date herewith (the "Loan Agreement") and the related Promissory Note executed by Borrower in favor of the HRA of even date herewith ("Note No. 2"), the undersigned hereby absolutely and unconditionally guarantees to the HRA the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, all amounts payable by Borrower to the HRA pursuant to Note No. 2, as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, whether such debt, liability or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several (all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness").

The undersigned further acknowledges and agrees with HRA that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all Indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit or release the liability of the undersigned hereunder.

2. So long as any portion of the Indebtedness remains outstanding, the undersigned shall, on or before May 15 of each year, provide the HRA with (a) a personal financial statement for the undersigned certified by the undersigned, and (b) a copy of the undersigned's filed federal tax return. If, in any year, the undersigned's liquid net worth is less than $1,000,000.00 then the HRA shall have the right, upon ten (10) days written notice to Borrower and Borrower's failure to provide a replacement guaranty from another individual or entity reasonably acceptable to the HRA and having a liquid net worth of $1,000,000.00 or more, as evidenced by a current reviewed financial statement for the replacement guarantor prepared by an independent accounting firm in accordance with generally accepted accounting principles, consistently applied, to declare the Indebtedness immediately due and payable, and the undersigned will forthwith pay to the HRA the full amount of all Indebtedness, whether due and payable or unmatured. If the undersigned voluntarily commences or there is commenced involuntarily against the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

3. The liability of the undersigned hereunder shall include, in addition to the Indebtedness, all attorneys' fees, collection costs and enforcement expenses referable thereto.

Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The HRA may apply any sums received by or available to the HRA on account of the Indebtedness from Borrower, from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect or impair the liability of the undersigned hereunder.

4. The undersigned will pay or reimburse the HRA for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the HRA in connection with the protection, defense or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

5. Whether or not any existing relationship between the undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, the HRA may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the HRA is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof of substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure, or enforce any collateral security; or any modification, substitution, discharge, impairment, or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness; (x) any election by the HRA under §1111(b) of the United States Bankruptcy Code.

6. The undersigned waives any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the HRA any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the HRA to Borrower or any such other person, whether or not on account of a related transaction. The undersigned expressly agrees that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any deed of trust or security interest securing Indebtedness, whether or not the

liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

7. The undersigned waives presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The HRA shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

8. If any payment applied by the HRA to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor) the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

9. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the HRA as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

10. The undersigned represents and warrants to the HRA that (i) the undersigned has full power and authority to make and deliver this guaranty; (ii) the execution, delivery and performance of this guaranty by the undersigned does not and will not violate the provisions of, or constitute a default under, any presently applicable law or any agreement presently binding on the undersigned; (iii) this guaranty has been duly executed and delivered by the undersigned and constitutes the undersigned's lawful, binding and legally enforceable obligation (subject to the United States Bankruptcy Code and other similar laws generally affecting the enforcement of creditors' rights); and (iv) the execution and delivery and performance of this guaranty does not require notification to, registration with, or consent or approval by, any federal, state or local regulatory body or administrative agency.

11. This guaranty shall be effective upon delivery to the HRA, without further act, condition or acceptance by the HRA, shall be binding upon the undersigned and the heirs, personal representatives, successors and assigns of the undersigned and shall inure to the benefit of the HRA and its participants, successors and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are to be severable. This guaranty may not be waived, modified, amended, terminated, released or otherwise changed except by a writing signed by the undersigned and the HRA. The undersigned waives notice of the HRA's acceptance hereof and waives the right to a trial by jury in any action based on or pertaining to this guaranty.

12. This guaranty shall be construed according to the laws of the State of Minnesota in which state it shall be performed by the undersigned. The undersigned hereby consents to the personal jurisdiction of the state and federal courts located in the State of Minnesota in connection with any controversy related to this guaranty, waives any argument that

venue in such forums is not convenient, and agrees that any litigation initiated by the undersigned against the HRA in connection with this guaranty may be venued in either the District Court of Anoka County, Minnesota or the United States District Court in Minnesota.

13. The undersigned represents, warrants, acknowledges and agrees that: (i) the undersigned will receive direct economic benefit from the loans and advances made by the HRA to Borrower evidenced by the Indebtedness, (ii) the HRA is making advances to Borrower in reliance upon this guaranty, and (iii) the undersigned has received reasonably equivalent value in return for the undersigned's execution and delivery of this guaranty.

14. The undersigned waives and relinquishes any right of subrogation or other right of reimbursement from Borrower or Borrower's estate and any other right to payment from Borrower or Borrower's estate, arising out of or on account of any sums paid or agreed to be paid by the undersigned under this guaranty, whether any such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. The provisions of this paragraph are made for the express benefit of Borrower as well as HRA and may be enforced independently by Borrower.

15. The creation or existence from time to time of Indebtedness in excess of the amount to which the right of recovery under this Guaranty is limited is hereby authorized, without notice to the undersigned, and shall in no way affect or impair the rights of the Lender and the obligations of the undersigned under this Guaranty.

16. This Guaranty shall terminate and be of no further force or effect at such time as the HRA has advanced the proceeds of Note No. 2 to Borrower and Borrower has made payments to the HRA sufficient to reduce the outstanding principal and accrued, unpaid interest due under Note No. 2 to either:

a) $2,500,000.00; or

b) if the City has issued the TIF Note, the principal amount of the TIF Note.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

David M. Flaherty

_____

EXHIBIT F

ASSESSMENT AGREEMENT

ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of this _____ day of _____, 2012, is between the City of Ramsey, Minnesota a home rule charter city organized and existing under the constitution and the laws of the State of Minnesota (the "City") and F & C Development, Inc., an Indiana corporation ("Developer").

WITNESSETH

WHEREAS, on or before the date hereof the City, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota (the "HRA") and Developer have entered into a Development Agreement dated as of _____, 2011 (the "Development Agreement") regarding the property located in the City and legally described on the attached Exhibit A (the "Development Property").

WHEREAS, it is contemplated that pursuant to said Development Agreement, Developer will construct certain "Minimum Improvement," as defined in the Development Agreement, on the Development Property in accordance with construction plans approved by the City (the "Project").

WHEREAS, the City and Developer desire to establish a minimum market value for the Development Property and the improvements constructed or to be constructed thereon, pursuant to Minnesota Statutes, Section 469.177.

WHEREAS, Developer has acquired the Development Property.

WHEREAS, the City and the Assessor have reviewed Final Construction Plans, as defined in the Development Agreement for the Project.

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each to the other, do hereby agree as follows:

1. The Project shall be assessed for ad valorum real estate tax purposes at the minimum market values set forth on the attached Exhibit B, for assessment years 2013 through and including 2036.

2. The minimum market values herein established shall be of no further force and effect and this Agreement shall terminate on the earlier of (i) December 31, 2038; or (ii) the date on which the City's Tax Increment Financing District No. 14 expires or is otherwise terminated. If this Agreement terminates earlier than December 31, 2038, the City shall duly execute and record a release of this Agreement, upon the written request of the then holder of fee title to the Development Property.

3. This Agreement shall be recorded by the City with the County Recorder of Anoka County, Minnesota. Developer shall pay all costs of recording.

4. Nothing in this Agreement limits the discretion of the Assessor to assign a market value to the Development Property in excess of the minimum market values set forth herein nor prohibits Developer from seeking, through the exercise of legal or administrative remedies, a reduction of the Development Property's market value for ad valorum real estate tax purposes, but Developer may not seek a reduction of the Development Property's market value for ad valorum real estate tax purposes below the applicable minimum market value with respect to any year during which this Agreement remains in effect.

5. Neither the preambles nor provisions of this Agreement are intended to, or shall they be construed as, modifying the terms of the Development Agreement between the City and Developer.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the City, Developer and the Assessor have caused this Agreement to be executed in their names and on their behalf all as of the date set forth above.

CITY OF RAMSEY, MINNESOTA

(SEAL)

By_____
Its Mayor

By_____
Its City Administrator

STATE OF MINNESOTA)
): ss
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, the Mayor and _____ the City Administrator, of the City of Ramsey on behalf of said City.

_____
Notary Public

F & C RAMSEY, LLC.

By_____
Its: Chief Manager

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____, the _____ of F & C Ramsey, LLC., an Indiana limited liability company, on behalf of said corporation.

_____
Notary Public

This Instrument Drafted By:

Briggs and Morgan, P.A. (TLB)
2200 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402-2157

Signature page for Assessment Agreement by and between the City of Ramsey, Minnesota, F & C Ramsey, LLC. and the Anoka County Assessor.

EXHIBIT A TO ASSESSMENT AGREEMENT

Legal Description of Development Property

Lot 3, Block 1, COR ONE, Anoka County, Minnesota.

EXHIBIT B

SCHEDULE OF MINIMUM MARKET VALUES

Assessment Year	Minimum Market Value
2013	$6,666,666.00
2014	$20,000,000.00
2015	$20,000,000.00
2016	$20,000,000.00
2017	$20,000,000.00
2018	$20,000,000.00
2019	$20,000,000.00
2020	$20,000,000.00
2021	$20,000,000.00
2022	$20,000,000.00
2023	$20,000,000.00
2024	$20,000,000.00
2025	$20,000,000.00
2026	$20,000,000.00
2027	$20,000,000.00
2028	$20,000,000.00
2029	$20,000,000.00
2030	$20,000,000.00
2031	$20,000,000.00
2032	$20,000,000.00
2033	$20,000,000.00
2034	$20,000,000.00
2035	$20,000,000.00
2036	$20,000,000.00

CERTIFICATION BY COUNTY ASSESSOR

The undersigned, having reviewed the Assessment Agreement dated as of _____, 2012 between the City of Ramsey, Minnesota and F & C Development, Inc., an Indiana corporation; the Construction Plans for the Project, as defined in the Assessment Agreement; and the market value currently assigned to land upon which the improvements are to be constructed and being of the opinion that the minimum market values contained in the Assessment Agreement appears reasonable, hereby certifies as follows:

The undersigned Assessor, being legally responsible for the assessment of the above described property, hereby certifies that the market values assigned to such land and improvements are reasonable.

_____
County Assessor for Anoka County

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

This instrument was acknowledged before me on _____, 2012, by _____, the County Assessor of Anoka County.

_____
Notary Public

EXHIBIT G

DEVELOPMENT FEES

Fee	2010_Amount	2011_Amount	Orig_Multiplier	Adjust_Multiplier	Type	Orig_Total	Adjust_Total	Credit	2011_Total	Dif_2010_2011
Park	2475	2475	229	195	Unit	$566,775	$481,759	$85,016	$481,759	$0
Trail	600	600	229	229	Unit	$137,400	$137,400	$0	$137,400	$0
Water Trunk	2209	2308	229	229	Unit	$505,861	$505,861	$0	$528,532	$22,671
Water Lateral	8777	9102	2	2	Connection	$17,554	$17,554	$0	$18,204	$650
Sewer Trunk	1271	1318	229	229	Unit	$291,059	$291,059	$0	$301,822	$10,763
Sewer Lateral	3847	3989	2	2	Connection	$7,694	$7,694	$0	$7,978	$284
Stormwater	448	465	229	229	Unit	$102,592	$102,592	$0	$106,485	$3,893
SAC	2100	2230	229	229	SAC Unit	$480,900	$480,900	$0	$510,670	$29,770
WAC	1627	1701	229	229	WAC Unit	$372,583	$372,583	$0	$389,529	$16,946
SAC Handling	200	200	229	229	SAC Unit	$45,800	$45,800	$0	$45,800	$0
Grand Total						**$2,528,218**	**$2,443,202**	**$85,016**	**$2,528,179**	**$84,977**
	NOTE: This is NOT the official SAC/WAC determination. Final plans will be needed in order for the Metropolitan Council to calculate final SAC determination.									

THESE FIGURES ARE ESTIMATES ONLY.

EXHIBIT H

DESCRIPTION OF THE ADDITIONAL PARKING IMPROVEMENTS

Way Finding and Stall Designation Signage

EXHIBIT I

DESCRIPTION OF THE MINIMUM IMPROVEMENTS

An approximately 230 unit, four story, market rate, rental apartment project, consisting of approximately fourteen (14) two-story townhomes, with two levels of flats above, and the balance of the units will be configured as four levels of flats that will wrap around the future parking garage expansion. All parking for the residential units will be in the parking garage, with the exception of the townhome units, which will have their own garage for each unit. The project will include not less than 3,000 sq. ft. of retail space, located on the first floor in the space closest to the Ramsey City Hall.

Amenities for the residential units shall include a fitness center with cardio, theatre, tanning bed, business center, cyber café, game room, courtyards, and a resort style pool. Additionally, all units will have their own washer and dryer. Architecturally, The Residence will combine urban architecture with components that exist in THE COR project today. The building will be Type V Construction, wood framed, with the façade consisting of brick, stone elements, and cement board. The roof will be a "flat roof" to further pronounce the urban nature of the architecture. All or most HVAC units will be rooftop mounted units so to best screen from street level site lines.

ANOKA COUNTY MINNESOTA

Document No.: 508341.004 TORRENS

I hereby certify that the within instrument was filed in this office for record on: 05/03/2012 3:14:00 PM

Fees/Taxes In the Amount of: $66.00

LARRY W. DALIEN

Anoka County Property Tax Administrator/Recorder/Registrar of Titles

CGT, Deputy /GRE

Record ID: 2491106

Commercial Partners Title, LLC
200 South Sixth Street
Suite 1300
Minneapolis, MN 55402

CC Regular Session **7. 2.**

Meeting Date: 03/24/2015

By: Mark Riverblood, Engineering/Public Works

Information

Title:

Approve Work Plan for the Proposed 2015 Parks Capital Improvements, and Adopt Resolution #15-03-081 Authorizing a MN DNR Trail Grant Application

Purpose/Background:

On a annual basis, the Park and Recreation Commission makes recommendations to City Council for park and trail projects, based upon community need. The larger, city-wide Capital Improvement Plan (CIP) document contains all the 5-Year capital improvements - across departmental and topical areas. This case's purpose is to brief City Council on the 2015 work plan only relating to the parks CIP.

There are 9 potential projects identified within the Capital Improvement Program, with a wide scope - ranging from grates to secure stormwater pipes at The Draw, to the playground for Elmcrest Park, to a shared trail project with the City of Anoka. Three 2015 projects are ready to move forward for purchase, project development, and in one instance as a proposal for grant funding. These are listed below with the funding source and *estimated* project cost:

Selected 2015 Parks Capital Improvements

Monuments for The Draw ***and*** Elmcrest Park	Park Trust Fund	$80,000
Drinking Fountain with Pet Station and Misting station for Woodland Green Et al	Park Trust Fund	$7,000
Trail Connection - Trott Brook (Variolite St to Brookfield)	MN DNR & Park Trust Fund	$400,000

Attached for your information is the 2015 Parks Capital Improvement Plan.

Notification:

Observations/Alternatives:

As alluded to, staff is in various stages of project development for nine (9), 2015 park and trail related projects. The narrative that follows shall summarize the six (6) projects that do not require Council action at this time. Following that are the three (3) capital improvements* introduced in the table above that Staff and the Park and Recreation Commission request authorization to proceed on at this time.

Playground for Elmcrest Park

A comprehensive Request for Proposal is being developed for a not-to-exceed amount of $100,000 to be funded by the Lawful Gambling Improvement Fund; for the playstructure elements, as well as seating, landscape, and irrigation for the immediate area around the new Community Building at the park. This RFQ will be sent to landscape architectural firms and playground purveyors, with the intention that they form a collaborative to provide a 'winning' design for the proposed improvements, worthy of the park and building's prominence in the community. This project is a high-priority, and the desire would be to have the playground in service as soon as possible. It is noteworthy to mention, that for 2015, Anoka Ramsey Athletic Association's recreational soccer program will have the preponderance of their games at Elmcrest - in addition to the traveling soccer program.

Parkway for Central Park

Another high priority project identified within the CIP, the near-term activity includes developing a strategy with the landowners east of the park to purchase additional land for expansion of the community park - which would include the parkway, more parking and athletic fields. If this goal is not to be realized, a simple purchase of 2-acres would occur, with a park road and parking to be constructed east of the existing 45-acre community park.

Landscape Improvements for Parks

This $5,000 'place-holder' is included in each year of the Parks CIP. Approximately every other year, a resident initiated proposal is received by the city for certain improvements in neighborhood or community parks, or associated with trails. The monies are available for smaller scale projects and encourage community engagement. There are no projects identified at this time.

The Draw Water Quality Fountains
No planning activity is occurring on this proposed project at this time. Costs and benefits will be analyzed as time permits.

The Draw Grates
This proposed CIP project is straight-forward, with the functional aspect to secure the large stormwater splitter pipes from being physically entered from the pond side in the park. As time allows, staff will investigate accomplishing the grate function with something more architectural than bolting reinforcement rod to the fairly visible concrete walls at The Draw.

McKinley Trail Connection to Anoka
The concept of the trail connection from the City of Ramsey to the City of Anoka was an outcome of a joint meeting between the two City Council's. The location would link the two dead-ended McKinley Streets in the respective city's business parks. In addition to benefiting pedestrians and bicyclists (and slightly reducing passenger vehicle trips in the area), the concept included the idea that business interests in Ramsey could utilize golf carts on the trail to access the Greenhaven Golf Course. It is anticipated this topic may be discussed by the two Council's at the 2015 joint meeting scheduled on April 13th.

*Monuments for The Draw and Elmcrest Park
The design work for the Kasota Stone monument for The Draw was completed in 2012, and is being investigated to 'upgrade' the proposed poster-type display panel element to an electronic display for advertising the concerts and other community events. The intention would be to have the monument and sign in place for the beginning of The Draw Summer Event Series in June of 2015. (This request to complete the project has been made by the Ramsey Foundation, the city's non-profit concert organizer, in partnership with the Park and Recreation Commission.) The Draw's monument is estimated (with electronic display and power supply) at $50,000. Additionally, staff will investigate if there is any revenue opportunities (concert sponsorships as an example), associated with the display element of the park sign and monument for The Draw.

The essence of the work plan (at this time) for this individual capital improvement would be issue a Request for Quotation, including installation by sign contractors. The project will return for further City Council consideration based in part upon the larger work plan below.

Note: *Staff is beginning a formal process for the review of the Design Framework and standards for The COR with the city commissions and Council. Additionally, draft 2015 Strategic Imperative III states:* ***"Create a Community-wide Sign Plan that focuses on gateways to the community and key nodes within the community."*** *These two interrelated reviews and examination are anticipated to occur in the next months. The RFQ for The Draw's monument would be concurrent with this process, with obtaining the costs informing and contributing to the review and Sign Plan itself.*

As for a monument/sign for Elmcrest Park, this design work may occur as part of the Sign Plan exercise above, or subsequent to it. The total estimated amount for the two separate monuments or signs, is $80,000 proposed to be funded by the Park Trust Fund.

*Drinking Fountain for Woodland Green Park
This small scale project is fairly straight-forward with the purchase of the components, and staff installation as time permits during the spring or early summer. While a drinking fountain and a 'misting station' are listed for Woodland Green Park within the CIP for simplicity, the intention would be for drinking fountain to be installed at Woodland, with the 'misting station' to be installed at Emerald Pond Park (where there already is a drinking fountain with pet attachment).

*Trott Brook Trail Connection
As City Council may recall, the recommendation to satisfy Park Dedication for the Brookfield 4th Addition in 2013, was to accept approximately $46,000 in cash, with the intention to construct a boardwalk connection from the existing trail in Brookfield to Variolite Street - if additional funding could be secured by a grant. (Details are included in the Park and Recreation Commission's October 2013 case, on the city's website.) The Minnesota Department of Natural Resources Local Trail Connections Program is accepting proposals in March 2015, for projects like the Trott Brook trail connection referenced herein.

The DNR competitive grant program matches 75% of project costs up to $150,000. If Staff can dedicate enough time to develop a competitive proposal, the intention would be to submit the application on or before the deadline of March 31st. Staff is in the process of refining the project's anticipated construction cost. Estimates at this time are between $300,000 and $400,000, a

$150,000 of which may be reimbursable by the DNR.

Attached is the City's Priority Trail Map, with the project area circled with a dotted line. Also attached is the proposed trail and boardwalk extension shown in a red and yellow dotted line in relation to the Brookfield plat. The work plan for this specific CIP proposal would be to adopt Resolution #15-03-081, which then authorizes the grant application.

Funding Source:

Funding for the three (3) projects that are to be advanced in some manner, would be from Park Improvement Trust Fund, and potential grant monies as discussed. However, the only actual expenditure approval Staff is requesting as part of this case, is the not-to-exceed amount of $7,000 from the Park Trust Fund for the drinking fountain and misting station - the other two projects would return for Council consideration: The Draw's monument with a specific cost, (following or as part of the Sign Plan) - and the Trott Brook trail project if successful in the grant application.

Recommendation:

Staff and the Park and Recreation Commission recommend City Council concurrence with the work plan outlined above, and approval of $7,000 for drinking fountain, misting station, authorizing staff to issue an RFQ for The Draw project, and adoption of Resolution #15-03-081, with also affirms that Staff may prepare a grant proposal for the Trott Brook Trail project - all of which is consistent with the 2015, Parks Capital Improvement Plan.

Action:

Motion to approve/not approve the 2015 Parks Capital Improvement work plan, including the issuance of an RFQ for the proposed monument at The Draw, purchase a drinking fountain and misting station for two neighborhood parks, and adopt Resolution #15-03-081, which authorizes Staff to apply for a MN DNR trail grant for the Trott Brook Trail

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Attachments

2015 Parks CIP

Priority Trails Map

Project location map - Trott Brook

Resolution for Trott Brook Trail

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Mark Riverblood	03/19/2015 07:58 AM
Mark Riverblood (Originator)	Mark Riverblood	03/19/2015 08:35 AM
Grant Riemer	Grant Riemer	03/19/2015 08:50 AM
Grant Riemer	Grant Riemer	03/19/2015 08:50 AM
Kurt Ulrich	Kurt Ulrich	03/19/2015 09:29 AM
Form Started By: Mark Riverblood		Started On: 03/16/2015 11:53 AM
Final Approval Date: 03/19/2015		

INTRODUCTORY SECTION

CITY OF RAMSEY

CAPITAL IMPROVEMENT/CAPITAL OUTLAY PLAN

2015-2019

Enclosed is the Ramsey Capital Improvements/Capital Outlay Plan (CIP) for the years 2015-2019. It has been prepared in an attempt to anticipate major capital expenditures in advance of the year in which they are budget requests. Further, several projects may interrelate or require other improvements prior to initiation, which would cause delays without prior planning. Additionally, projects may require budgeting over several years or receipt of funds from other sources (i.e. grants) requiring planning completion prior to the funding year. Finally, the plan enables a snapshot of the identified capital needs of the community allowing for continual prioritization of these needs.

Approval of the CIP by Council does not authorize spending or initiation of a given project. It does, however, provide a guide for the community for a whole array of private and public decision-making, impacted by public capital expenditures. Therefore, the CIP should receive ratification only if the Council perceives actions contemplated within the plan as reasonable and planned within justified time frames. It shall further be noted that initial project design of public infrastructure projects identified within this plan often begins two years or more prior to the date of construction.

The CIP is not intended to provide for precise budgeting. Capital costs are projected as estimates. Upon each update of the plan, deletions, additions, delays, or other revisions may occur, reflecting changing community needs. These changes allow for budget refinements as a particular project nears actual construction.

Capital improvements are improvements to land, streets, parks, utilities and buildings. This plan shows improvements with revenues projected from various funding sources. Improvements from the General Fund are those requiring a tax levy, referendum or similar other authority resulting in listed projects being less than certain. The other funding sources (except for intergovernmental revenue - grant funds) have increased stability over the general fund projects.

Specific information on the funding sources for each project is shown under the individual project. Cash flow projections are completed to examine the long-term stability of each fund and its ability to provide for planned expenditures.

The plan does not contain a specific designation which would denote project priorities. There is no weighting or matching of priorities between infrastructure types [streets, parks, utilities, building facilities] as each type of project generally has a funding source unique to the project type and from which funds cannot be reallocated.

City of Ramsey, Minnesota

Capital Improvement Program

2015 thru **2019**

PROJECTS BY CATEGORY

Category	Project#	Priority	2015	2016	2017	2018	2019	Total
Park Improvement								
Elmcrest Park & The Draw Park Entrance & Signage	04-PARK-003	6	80,000					*80,000*
Drinking Fountains/Misting Station	06-PARK-002	6	7,000	7,000				*14,000*
Playground for Elmcrest Park	06-PARK-005	6	100,000					*100,000*
Parkway for Central Park	06-PARK-008	6	350,000					*350,000*
Observation boardwalk - Lake Itasca	06-PARK-011	6		40,000				*40,000*
Observation deck on the Mississippi E of Dolomite	06-PARK-015	6				85,000		*85,000*
Trail Connections	06-PARK-019	6	400,000					*400,000*
Landscape Improvements for Parks	08-PARK-001	6	5,000	5,000	5,000	5,000		*20,000*
Mississippi River Trail	08-PARK-002	6		1,535,000				*1,535,000*
The Draw Water Quality Fountains	12-PARK-004	6	15,000					*15,000*
The Draw Grates	12-PARK-006	6	10,000					*10,000*
McKinley Trail Connection to Anoka	12-PARK-008	6	50,000					*50,000*
Park Improvement Total			**1,017,000**	**1,587,000**	**5,000**	**90,000**		***2,699,000***
GRAND TOTAL			**1,017,000**	**1,587,000**	**5,000**	**90,000**		***2,699,000***

Capital Improvement Program

2015 *thru* **2019**

City of Ramsey, Minnesota

Project # **04-PARK-003**

Project Name **Elmcrest Park & The Draw Park Entrance & Signage**



Type Improvement
Useful Life 20 Years
Category Park Improvement

Department Park Improvements
Contact Unassigned
Priority 6-Planned

Status Active

Total Project Cost: **$80,000**

Description

Entrance signing for Elmcrest Park would consist of a sign and landscaping sited near the Quicksilver entrance timed with the area's redevelopment and street construction. As the 167th node is being evaluated for redevelopment as well as traffic control and way-finding; integration of this planning endeavor should be factored before the final design and placement for the park sign is completed.

For the Draw Park, the sign would function as a monument for the park name and also as a location to advertise upcoming events.

Justification

The 100+ acre community park warrants an attractive entrance monument with landscape. Plus, it is expected there will continue to be events where in thousands of out-of-Ramsey visitors may only know Ramsey from their experience at Elmcrest Park.

Expenditures	2015	2016	2017	2018	2019	Total
Improvements Other than Building Cost	80,000					80,000
Total	**80,000**					**80,000**

Funding Sources	2015	2016	2017	2018	2019	Total
Park Improvement Trust Fund	80,000					80,000
Total	**80,000**					**80,000**

Capital Improvement Program

2015 *thru* **2019**

City of Ramsey, Minnesota

Project # **06-PARK-002**

Project Name **Drinking Fountains/Misting Station**



Type Improvement
Useful Life 20 Years
Category Park Improvement

Department Park Improvements
Contact
Priority 6-Planned

Status Active

Total Project Cost: **$56,000**

Description

Installation of drinking fountains with pet water availability and misting stations in parks with municipal water availability.

Woodland Green Park 2015; Bear Park 2016.

Justification

Drinking water - especially for active use areas and trail connecting points is very popular. In addition, residents and dog walkers have expressed appreciation for the pet stations.

Prior	Expenditures	2015	2016	2017	2018	2019	Total
42,000	Improvements Other than Building Cost	7,000	7,000				14,000
Total	**Total**	**7,000**	**7,000**				**14,000**

Prior	Funding Sources	2015	2016	2017	2018	2019	Total
42,000	Park Improvement Trust Fund	7,000	7,000				14,000
Total	**Total**	**7,000**	**7,000**				**14,000**

Capital Improvement Program

2015 *thru* **2019**

City of Ramsey, Minnesota

Project # **06-PARK-005**

Project Name **Playground for Elmcrest Park**



Type Improvement
Useful Life 20
Category Park Improvement

Department Park Improvements
Contact
Priority 6-Planned

Status Active

Total Project Cost: **$100,000**

Description

PLAYGROUND
This project will be the companion piece of the Elmcrest Park Community Building, completed in 2014. A comprehensive planning process is anticipated to yield a playground and associated landscape that is integrated into the new community building.

Funding Source: $100,000 Lawful Gambling Fund
Expenditure: $100,000

Justification

PLAYGROUND
Myriads of parent users of Elmcrest Park have children along that are not in the soccer program. In addition, area residents (in particular to the east of T.H. #47) have been requesting a playground for the park for several years.

Expenditures	2015	2016	2017	2018	2019	Total
Building Cost/Construction	100,000					100,000
Total	**100,000**					**100,000**

Funding Sources	2015	2016	2017	2018	2019	Total
Lawful Gambling Fund	100,000					100,000
Total	**100,000**					**100,000**

Capital Improvement Program

2015 *thru* **2019**

City of Ramsey, Minnesota

Project # **06-PARK-008**

Project Name **Parkway for Central Park**



Type Improvement
Useful Life 20 Years
Category Park Improvement

Department Park Improvements
Contact
Priority 6-Planned

Status Active

Total Project Cost: **$350,000**

Description

The drive to the Park Center building would be extended to connect to Yolite Street and the proposed land use of the 35 acres east of the park.

The city is currently talking with Kathryn Drexel about purchasing their land adjacent to central park to make a larger Central Park - Approximately 20 additional acres. This additional purchase has been included in the Future - high priority addition to the CIP.

Justification

Additional parking would occur along this new one way drive parkway, and some parking may be considered where the underutilized sedimentation basin currently exists, or this basin may be used for the adjoining land use, with the new parking occurring to the east.

Expenditures	2015	2016	2017	2018	2019	Total
Improvements Other than Building Cost	350,000					350,000
Total	**350,000**					**350,000**

Funding Sources	2015	2016	2017	2018	2019	Total
Park Improvement Trust Fund	350,000					350,000
Total	**350,000**					**350,000**

Capital Improvement Program

2015 *thru* **2019**

City of Ramsey, Minnesota

Project # **06-PARK-019**

Project Name **Trail Connections**



Type Improvement
Useful Life 20 Years
Category Park Improvement

Department Park Improvements
Contact
Priority 6-Planned

Status Active

Total Project Cost: **$400,000**

Description

This project consists of the installation of several high priority connections linking segments of the city's trail system as opportunities and funding become available.

Examples:
-Alpine Park to Sweetbay Ridge
-CR#83 from 167th Lane to Central Park
-Hwy 47 from Trott Brook Cemetery to Elmcrest Park Trail

Justification

The increase demand in use of the city's trail system requires the continued development of the trail system.

Resident requests for improved trail system connections are reflected in priority projects. Trails will also move people off high speed roadways and improve transportation and safety.

Expenditures	2015	2016	2017	2018	2019	Total
Improvements Other than Building Cost	400,000					400,000
Total	**400,000**					**400,000**

Funding Sources	2015	2016	2017	2018	2019	Total
Grants and Aids	100,000					100,000
Park Improvement Trust Fund	300,000					300,000
Total	**400,000**					**400,000**

Capital Improvement Program

2015 *thru* **2019**

City of Ramsey, Minnesota

Project # **08-PARK-001**

Project Name **Landscape Improvements for Parks**



Type Improvement
Useful Life 20 Years
Category Park Improvement

Department Park Improvements
Contact
Priority 6-Planned

Status Active

Total Project Cost: **$35,000**

Description

Purchase landscape materials for installation in parks by volunteers.

Justification

The City can leverage improvements by working with volunteer groups that will plant the materials supplied by the City.

Prior	Expenditures	2015	2016	2017	2018	2019	Total
15,000	Improvements Other than Building Cost	5,000	5,000	5,000	5,000		20,000
Total	**Total**	**5,000**	**5,000**	**5,000**	**5,000**		**20,000**

Prior	Funding Sources	2015	2016	2017	2018	2019	Total
15,000	Park Improvement Trust Fund	5,000	5,000	5,000	5,000		20,000
Total	**Total**	**5,000**	**5,000**	**5,000**	**5,000**		**20,000**

Capital Improvement Program

2015 *thru* **2019**

City of Ramsey, Minnesota

Project # **12-PARK-004**

Project Name **The Draw Water Quality Fountains**



Type Improvement
Useful Life 25
Category Park Improvement

Department Park Improvements
Contact
Priority 6-Planned

Status Active

Total Project Cost: **$15,000**

Description

Adding aeration fountains to the recently constructed (2010) park.

Justification

This project will install fountains in the pond, near the amphitheater as an aestetic feature, to circulate the water and improve water quality.

Expenditures	2015	2016	2017	2018	2019	Total
Improvements Other than Building Cost	15,000					15,000
Total	**15,000**					**15,000**

Funding Sources	2015	2016	2017	2018	2019	Total
Park Improvement Trust Fund	15,000					15,000
Total	**15,000**					**15,000**

Capital Improvement Program

2015 *thru* **2019**

City of Ramsey, Minnesota

Project # **12-PARK-006**

Project Name **The Draw Grates**



Type Improvement
Useful Life 25
Category Park Improvement

Department Park Improvements
Contact
Priority 6-Planned

Status Active

Total Project Cost: **$10,000**

Description

Adding stormwater grates to the recently constructed (2010) park.

Justification

This project will install grates over the pipes in the stormwater spreaders. The pipes do not have grates to prevent people and animals from entering the pipes.

Expenditures	2015	2016	2017	2018	2019	Total
Improvements Other than Building Cost	10,000					10,000
Total	**10,000**					**10,000**

Funding Sources	2015	2016	2017	2018	2019	Total
Storm Water Utility Fund	10,000					10,000
Total	**10,000**					**10,000**

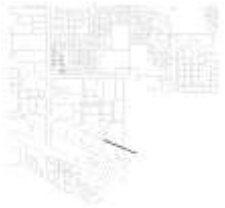
Capital Improvement Program

2015 *thru* **2019**

City of Ramsey, Minnesota

Project # **12-PARK-008**

Project Name **McKinley Trail Connection to Anoka**



Type Improvement
Useful Life 25
Category Park Improvement

Department Park Improvements
Contact
Priority 6-Planned

Status Active

Total Project Cost: **$50,000**

Description

Construct Trail along McKinley extension to connect to Anoka City Limits.

Justification

This project will construct a trail in the industrial park from the intersection of Radium and McKinley to McKinley Street in Anoka, providing non-motorized connectivity between the two cities. This project was identified as a priority at the joint Anoka and Ramsey City Council Meeting.

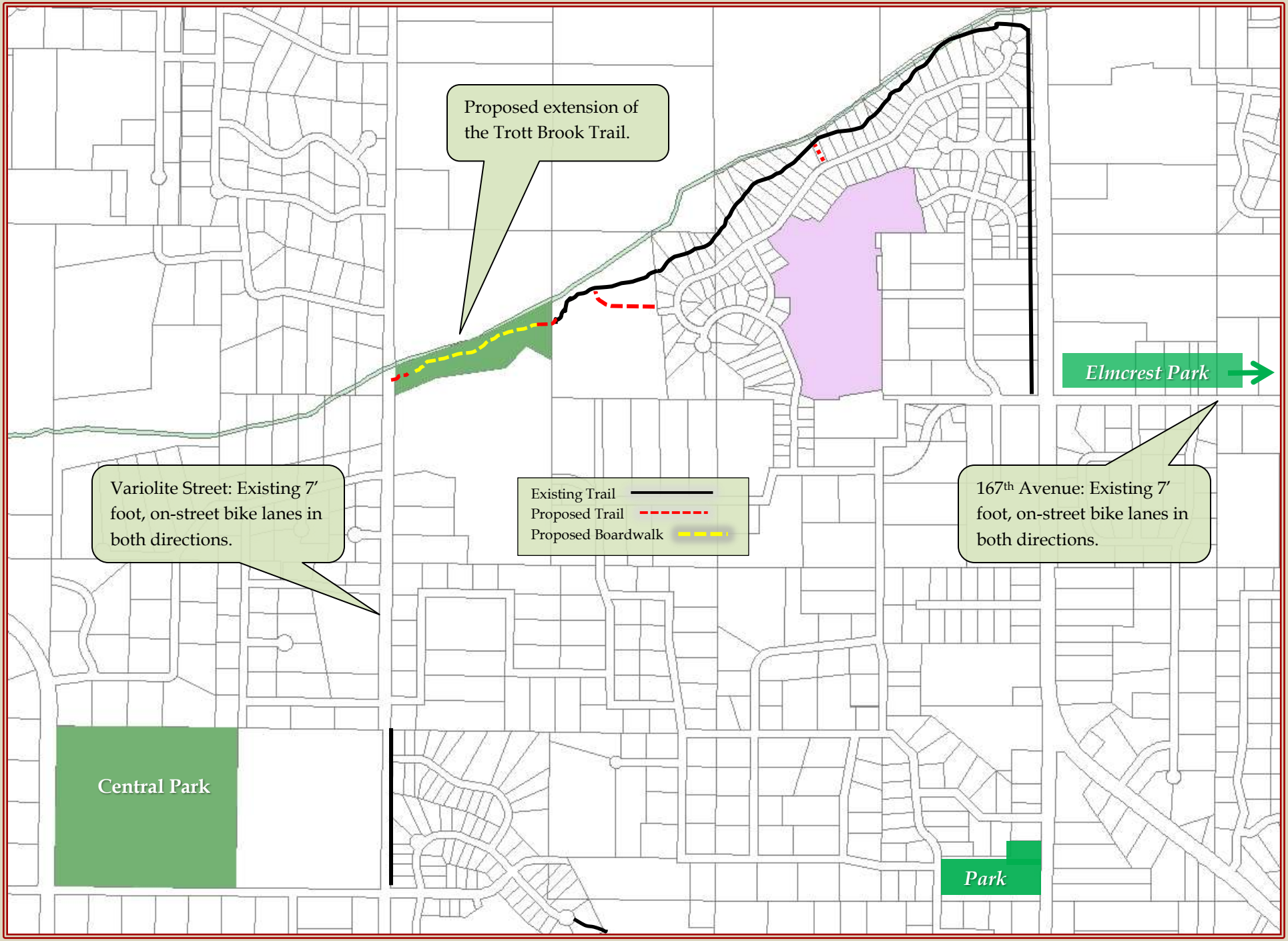
Expenditures	2015	2016	2017	2018	2019	Total
Improvements Other than Building Cost	50,000					50,000
Total	**50,000**					**50,000**

Funding Sources	2015	2016	2017	2018	2019	Total
City of Anoka	25,000					25,000
Park Improvement Trust Fund	25,000					25,000
Total	**50,000**					**50,000**

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Gold/Yellow represents priority trails within Ramsey


Proposed extension of the Trott Brook Trail.
Elmcrest Park
Variolite Street: Existing 7′ foot, on-street bike lanes in both directions.
Existing Trail
Proposed Trail
Proposed Boardwalk
167th Avenue: Existing 7′ foot, on-street bike lanes in both directions.
Central Park
Park

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-03-081

RESOLUTION SUPPORTING A TRAIL GRANT APPLICATION FOR A TRAIL AND BOARDWALK PROJECT COMPLETING THE TROTT BROOK TRAIL BETWEEN NOWTHEN BOULEVARD AND VARIOLITE STREET

WHEREAS, the City of Ramsey supports the grant application made to the Minnesota Department of Natural Resources for the Local Trail Connections Program. The application is to construct approximately one-third mile of trail along the south side of Trott Brook, consisting of 10' foot bituminous and 8' foot boardwalk thus connecting existing trails and neighborhoods to Ramsey's park and trail system – and two arterial north/south roadways, both of which with paved bike lanes.

WHEREAS, the City of Ramsey recognizes the cost match requirement for the Local Trail Connections Program, and has accordingly reserved the matching funds within the 2015 Capital Improvement Program, and approved by this Resolution.

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

1) If the City of Ramsey is awarded a grant by the Minnesota Department of Natural resources, the City of Ramsey agrees to accept the grant award and will enter into an agreement with the State of Minnesota for the above referenced project. The City of Ramsey will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement.

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 24th day of March 2015.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **7. 3.**

Meeting Date: 03/24/2015

By: Colleen Lasher, Administrative Services

Information

Title

Adopt Resolution #15-03-084 Appointing Board and Commission Members

Purpose/Background:

The purpose of this case is to appoint and reappoint members to the City's Boards and Commissions.

It should be noted, per Minnesota Statue 469.095, the Mayor appoints members to the Economic Develop Authority (EDA) with the approval of the City Council; all other board and commission members are appointed by the City Council.

Staff conducted the annual boards and commissions process for terms beginning April 1, 2015. The process included contacting each board member or commissioner with terms set to expire on March 31, 2015 asking if the member desired reappointment or not. If yes, each member submitted a letter of interest and the Chair or Vice Chair of the respective commission was invited to submit their recommendations. The City Council reviewed the materials and it was the consensus of the City Council to reappoint each incumbent member to a new term beginning April 1, 2015. It should be noted, the Mayor was not able to attend the interviews in person due to an unforeseen commitment; however, she reviewed the materials and was in agreement with the recommended reappointments.

In the case of the Economic Development Authority, this year, the open seat was vacant due to Kristine Willliams' election to the City Council; therefore, an incumbent reappointment did not apply.

Incumbent Candidates: The following incumbent members indicated a desire to be re-appointed, as listed:

Board/Commission	Incumbent	Seat Term Dates
Environmental Policy Board	Reid Bernard	4-year full term (04-01-15 to 03-31-19)
	Larry Lewis	4-year full term (04-01-15 to 03-31-19)
Park and Recreation Commission	Bridget Barr	4-year full term (04-01-15 to 03-31-19)
	Andrew Fyton	4-year full term (04-01-15 to 03-31-19)
	Jon Trappen	4-year full term (04-01-15 to 03-31-19)
Planning Commission	Ralph Brauer	4-year full term (04-01-15 to 03-31-19)

New Candidates: Six new candidates were interviewed by City Council. By consensus, the City Council recommends the following individuals be appointed to the City's boards and commissions. Moreover, the City Council agreed by consensus, to recommend to the Mayor, Mr. Brian Burandt as the next Economic Development Authority member. Based on Mayor Strommen's authority, she selected Mr. Brian Burandt to be appointed to the Economic Development Authority. New appointment recommendations are as follows:

Board/Commission	Incumbent	Seat Term Dates
Economic Development Authority	Brian Burandt	6-year full term (04-01-15 to 03-31-21)

Environmental Policy Board	Jane Covart	2-year partial term (04-01-15 to 03-31-17)
Park and Recreation Commission	David Troy	2-year partial term (04-01-15 to 03-31-17)
Planning Commission	Andrew Andrusko	4-year full term (04-01-14 to 03-31-19)

Funding Source:

Funding for the City's boards and commissions is included in the 2015 General Fund Budget; therefore, there are no additional budgetary implications associated with making the recommended appointments.

Recommendation:

It is recommended that the following appointments are made, as listed below:

Board/Commission	Name	Seat Term Dates
Economic Development Authority	Brian Burandt	6-year full term (04-01-15 to 03-31-21)
Environmental Policy Board	Reid Bernard	4-year full term (04-01-15 to 03-31-19)
	Larry Lewis	4-year full term (04-01-15 to 03-31-19)
	Jane Covart	2-year partial term (04-01-15 to 03-31-17)
Park and Recreation Commission	Bridget Barr	4-year full term (04-01-15 to 03-31-19)
	Andrew Fyton	4-year full term (04-01-15 to 03-31-19)
	Jon Trappen	4-year full term (04-01-15 to 03-31-19)
	David Troy	2-year partial term (04-01-15 to 03-31-17)
Planning Commission	Ralph Brauer	4-year full term (04-01-15 to 03-31-19)
	Andrew Andrusko	4-year full term (04-01-14 to 03-31-19)

Action:

Motion to adopt resolution #15-03-084 appointing the following board and commission members, as follows: to the Economic Development Authority: Mr. Brian Burandt to a 6-year full term; and to the Environmental Policy Board: Mr. Reid Bernard to a 4-year full term, Mr. Larry Lewis to a 4-year full term, and Ms. Jane Covart to a 2-year partial term; and to the Park and Recreation Commission: Ms. Bridget Barr to a 4-year full term, Mr. Andrew Fyton to a 4-year full term, Mr. Jon Trappen to a 4-year full term, and Mr. David Troy to a 2-year partial term; and to the Planning Commission Mr. Ralph Brauer to a 4-year full term; and Mr. Andrew Andrusko to a 4-year full term.

Attachments

Resolution 1503084

EDA Statute

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kathy Schmitz	03/19/2015 03:46 PM
Patrick Brama	Patrick Brama	03/19/2015 04:38 PM
Form Started By: Colleen Lasher		Started On: 03/18/2015 01:50 PM
Final Approval Date: 03/19/2015		

Councilmember ……. introduced the following resolution and moved for its adoption:

RESOLUTION #15-03-084

RESOLUTION APPOINTING BOARD AND COMMISSION MEMBERS

WHEREAS, there are open seats on the City's boards and commissions as of April 1, 2015; and

WHEREAS, the vacancies were advertised in the Ramsey Resident, the Anoka County Union, on the City's website, on the City's community sign, on QCTV, on the City's Facebook, and via the city's email notification system; and

WHEREAS, per Minnesota Statue 469.095, pertaining to the Mayor's authority to appointment members to the Economic Develop Authority (EDA), Mayor Strommen indicated that she will select Mr. Phillip Brunt to serve on the EDA; and the City Council indicated approval with the Mayor's selection, as follows:

Economic Development Authority
Brian Burandt 6-year full term (04-01-15 to 03-31-21)

WHEREAS, the City Council agreed by consensus to the following remaining appointments to the boards and commissions, as follows:

Environmental Policy Board
Reid Bernard 4-year full term (04-01-15 to 03-31-19)
Larry Lewis 4-year full term (04-01-15 to 03-31-19)
Jane Covart 2-year partial term (04-01-15 to 03-31-17)

Park and Recreation Commission
Bridget Barr 4-year full term (04-01-15 to 03-31-19)
Andrew Fyton 4-year full term (04-01-15 to 03-31-19)
Jon Trappen 4-year full term (04-01-15 to 03-31-19)
David Troy 2-year partial term (04-01-15 to 03-31-17)

Planning Commission
Ralph Brauer 4-year full term (04-01-15 to 03-31-19)
Andrew Andrusko 4-year full term (04-01-14 to 03-31-19)

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 #15-03-084 to do the following:

That the City of Ramsey's Mayor makes the following appointments, with approval of the City Council:

Economic Development Authority
Brian Burandt 6-year full term (04-01-15 to 03-31-21)

and, the City Council of the City of Ramsey makes the following appointments:

Environmental Policy Board

Reid Bernard	4-year full term (04-01-15 to 03-31-19)
Larry Lewis	4-year full term (04-01-15 to 03-31-19)
Jane Covart	2-year partial term (04-01-15 to 03-31-17)

Park and Recreation Commission

Bridget Barr	4-year full term (04-01-15 to 03-31-19)
Andrew Fyton	4-year full term (04-01-15 to 03-31-19)
Jon Trappen	4-year full term (04-01-15 to 03-31-19)
David Troy	2-year partial term (04-01-15 to 03-31-17)

Planning Commission

Ralph Brauer	4-year full term (04-01-15 to 03-31-19)
Andrew Andrusko	4-year full term (04-01-14 to 03-31-19)

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 24th day of March, 2015.

469.095 COMMISSIONERS; APPOINTMENT, TERMS, VACANCIES, PAY, REMOVAL.

Subdivision 1. **Commissioners.** Except as provided in subdivision 2, paragraph (d), an economic development authority shall consist of either three, five, or seven commissioners who shall be appointed after the enabling resolution provided for in section 469.093 becomes effective. The resolution must indicate the number of commissioners constituting the authority.

Subd. 2. **Appointment, terms; vacancies.** (a) Three-member authority: the commissioners constituting a three-member authority, one of whom must be a member of the city council, shall be appointed by the mayor with the approval of the city council. Those initially appointed shall be appointed for terms of two, four, and six years, respectively. Thereafter all commissioners shall be appointed for six-year terms.

(b) Five-member authority: the commissioners constituting a five-member authority, two of whom must be members of the city council, shall be appointed by the mayor with the approval of the city council. Those initially appointed shall be appointed for terms of two, three, four, five, and six years respectively. Thereafter all commissioners shall be appointed for six-year terms.

(c) Seven-member authority: the commissioners constituting a seven-member authority, two of whom must be members of the city council, shall be appointed by the mayor with the approval of the city council. Those initially appointed shall be appointed for terms of one, two, three, four, and five years respectively and two members for six years. Thereafter all commissioners shall be appointed for six-year terms.

(d) The enabling resolution may provide that the members of the city council shall serve as the commissioners.

(e) The enabling resolution may provide for the appointment of members of the city council in excess of the number required in paragraphs (a), (b), and (c).

(f) A vacancy is created in the membership of an authority when a city council member of the authority ends council membership. A vacancy for this or another reason must be filled for the balance of the unexpired term, in the manner in which the original appointment was made. The city council may set the term of the commissioners who are members of the city council to coincide with their term of office as members of the city council.

Subd. 3. **Increase in commission members.** An authority may be increased from three to five or seven members, or from five to seven members by a resolution adopted by the city council following the procedure provided for modifying the enabling resolution in section 469.093.

Subd. 4. **Compensation and reimbursement.** A commissioner, including the president, shall be paid for attending each regular or special meeting of the authority in an amount to be determined by the city council. In addition to receiving pay for meetings, the commissioners may be reimbursed for actual expenses incurred in doing official business of the authority. All money paid for compensation or reimbursement must be paid out of the authority's budget.

Subd. 5. **Removal for cause.** A commissioner may be removed by the city council for inefficiency, neglect of duty, or misconduct in office. A commissioner shall be removed only after a hearing. A copy of the charges must be given to the commissioner at least ten days before the hearing. The commissioner must be given an opportunity to be heard in person or by counsel at the hearing. When written charges have been submitted against a commissioner, the city council may temporarily suspend the commissioner. If the city council finds that those charges have not been substantiated, the commissioner shall be immediately reinstated. If a commissioner is

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removed, a record of the proceedings, together with the charges and findings, shall be filed in the office of the city clerk.

History: *1987 c 291 s 96*

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Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 4.**

Meeting Date: 03/24/2015

By: Colleen Lasher, Administrative Services

Information

Title:

Adopt Resolution #15-03-085 to Hire a Permit Technician Assistant and a Parks Maintenance Worker

Purpose/Background:

The purpose of this case is to request authorization to hire a part-time Permit Technician Assistant and a full-time Parks Maintenance Worker.

In accordance with City policy and the strategic plan, staff conducted recruitments for both positions, first an internal recruitment, followed by an external recruitment, including first and second interview processes. The City extended a contingent job offer to Ms. Ellen Krueger for the part-time Permit Technician Assistant position and to Mr. Evan Johnson for the full-time Parks Maintenance Worker position. Both offers are contingent upon City Council approval, as well as successfully passing the city's background checks, reference checks, and pre-employment drug screen and physical exam. Ms. Krueger and Mr. Johnson have successfully passed all of the requirements and are now recommended for approval to the City Council.

Notification:

Part-time Permit Technician Assistant

This is a new position which has been added through the strategic planning process due to the high volume of work in the Building Division to ensure that the approved metrics of 10 Business Day Plan Review and 48 Hour Inspection Window are met. This position is needed to address the volume of phone calls for inquiries and scheduling that prevent Staff from administering permits for issuance. Building Permit issuance is currently delayed by multiple days simply in terms of ability to process data entry delayed by general customer inquiries and scheduling.

In summary, the Permit Technician Assistant position primary objectives are to review and process permit applications for new and existing residential and commercial construction, issue permits for all phases of the construction project, and research and update permit records and files. This position also performs other skilled administrative assistant work such as, calculating and collecting fees, preparing reports as necessary, and entering or updating data. In addition, this position will provide back-up customer service to the Planning Division and the Engineering Department.

Full-time Parks Maintenance Worker

This is not a new position; however, the City has been operating without this position since late 2011. Adding this position back brings the Parks Division back to 2010 staffing levels, which is still one full-time employee less than 2009 levels. Some of the newer park maintenance needs include the following additions:

- The Draw, 7-acre ‘urban’ park with amphitheater, irrigation and additional parking
- Farmers Market, Concerts and holiday tree

- North Commons, a neighborhood park with irrigation, mowing needs and playstructure
- New full-service restrooms at The Draw and Riverdale Drive
- Additional Sunwood Drive Streetscape, plants, irrigation and mowing
- Community building at Elmcrest Park
- Increased maintenance for ARAA
- Miles of new trail to sweep, prune, patch and plow

In summary, the Parks Maintenance Worker position primary objectives are to provide general maintenance of city-owned parks and trail systems. Responsibilities include all aspects of parks maintenance, construction of new facilities and the operation of equipment while working in a variety of weather conditions. This position is also involved in snow plowing of public streets, trails and walks; as well as the on-call program to respond to Public Works emergencies during evenings, weekends and holidays.

Observations/Alternatives:

Option #1: To hire a part-time Permit Technician Assistant and a full-time Parks Maintenance Worker. Staff recommends hiring both positions to help fulfill the public service needs of the City and to meet the goals of the strategic plan as it relates to both positions. Pros to this option include the ability to meet the above mentioned public service needs. Cons to this option include fixed personnel costs.

Option #2: Not to hire a part-time Permit Technician Assistant and/or a full-time Parks Maintenance Worker. Staff does not recommend this option. Pros to this option include saved fixed personnel costs. Cons to this option include repercussions such as delays in the above listed services. Both positions are vital to achieving the City's goals and mission of providing an outstanding level of service to the public.

Funding Source:

The 2015 funding for the part-time Permit Technician Assistant is position is $15,108 (wages only / April through December). The 2015 funding required for the full-time Parks Maintenance Worker $32,313 (wages only / April through December). Both have been accounted for in the 2015 budget.

Recommendation:

To authorize staff to move ahead with option #1 above to:

To authorize staff to move ahead with option #1 above to:
1) To hire Ms. Ellen Krueger as a part-time Permit Technician Assistant, effective on or near March 25, 2015, at $19.37 per hour which is step 1 of the 2015 wage scale; and

2) To hire Mr. Evan Johnson as a full-time Parks Maintenance Worker, effective on or near April 8, 2015, at $21.12 per hour which is step 2 of the 2015 wage scale and a credit of five vacation.

Action:

Motion to adopt resolution #15-03-085 to do the following:

1) To hire Ms. Ellen Krueger as a part-time Permit Technician Assistant, effective on or near March 25, 2015, at $19.37 per hour which is step 1 of the 2015 wage scale; and

2) To hire Mr. Evan Johnson as a full-time Parks Maintenance Worker, effective on or near April 8, 2015, at $21.12 per hour which is step 2 of the 2015 wage scale and a credit of five vacation days.

Attachments

Resolution 1503085

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kathy Schmitz	03/19/2015 03:46 PM
Patrick Brama	Patrick Brama	03/19/2015 04:40 PM
Form Started By: Colleen Lasher		Started On: 03/17/2015 08:48 AM
Final Approval Date: 03/19/2015		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-03-085

RESOLUTION TO HIRE A PERMIT TECHNICIAN ASSISTANT AND A PARKS MAINTENANCE WORKER

WHEREAS, as per the adopted strategic plan, staff conducted a recruitment for a part-time Permit Technician Assistant and a full-time Parks Maintenance Worker; and

WHEREAS, internal and external recruitment processes were conducted; and

WHEREAS, Ms. Ellen Krueger was selected as the top candidate for the Permit Technician Assistant position and Mr. Evan Johnson was selected as the top candidate for the Parks Maintenance Worker; and

WHEREAS, staff has completed the necessary background checks and is recommending that Ms. Ellen Krueger be hired as a part-time Permit Technician Assistant and Mr. Evan Johnson be hired as a full-time Parks Maintenance Worker; and

WHEREAS, Ms. Ellen Krueger and Mr. Johnson will be subject to the City's Personnel Policy and/or union contracts.

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 #15-03-085 to do the following:

1) To hire Ms. Ellen Krueger as a part-time Permit Technician Assistant, effective on or near March 25, 2015, at $19.37 per hour which is step 1 of the 2015 wage scale.

1) To hire Mr. Evan Johnson as a full-time Parks Maintenance Worker, effective on or near April 8, 2015, at $21.12 per hour which is step 2 of the 2015 wage scale and a credit of five vacation days, and

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10TH day of March, 2015.

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 5.**

Meeting Date: 03/24/2015

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #15-03-074 Approving Joint Powers Agreement for Highway 10 & Armstrong Boulevard Interchange; Improvement Project 14-22

Purpose/Background:

Purpose:

The purpose of this case it to adopt Resolution #15-03-074 approving the attached draft Joint Powers Agreement between Anoka County and the City of Ramsey for the Highway 10 & Armstrong Boulevard Interchange; City Improvement Project 14-22.

Background:

The Highway 10 & Armstrong Boulevard Interchange project, City Improvement Project 14-22, will reduce congestion and increase safety at the intersection of Highway 10 & Armstrong Boulevard (CSAH 83) by replacing the existing at-grade intersection with a grade-separated interchange, by providing a grade-separated crossing of Armstrong Boulevard (CSAH 83) over the Burlington Northern Santa Fe (BNSF) railroad tracks, and through the addition of traffic signals, designated turn lanes, and a pedestrian trail.

Anoka County is the lead agency for this project and requests that the City of Ramsey approve the attached draft Joint Powers Agreement (JPA) defining the terms of agreement between Anoka County and the City of Ramsey for constructing and maintaining the proposed improvements. The JPA defines the project purpose and understanding, method of delivery, estimated costs, cost sharing obligations, disbursement of funds, maintenance considerations, and agreement termination options for both parties. Upon approving the draft JPA, the City will be providing municipal consent for the project thereby allowing Anoka County to move forward with the project in 2015 and to take full advantage of all local, State and Federal funding sources that have been obtained for the project.

Costs for the proposed improvements have been estimated at $26,500,000 for the purpose of completing the draft JPA. Total project costs, including right of way acquisitions and other soft costs, have been estimated at $49,000,688. Attached is a project funding exhibit showing the total cost participation for each of the project partners based on available funding sources. Per the attached exhibit, the estimated cost participation for both the City and the County is $2,807,744.

The intent of the JPA is for the City and County to equally share in all local costs for the project including, but not limited to, preliminary and final design, land acquisition expenses, environmental, building demolition, property appraisals, and construction. After a contract is awarded both the City and the County will therefore provide their respective local costs for the project based on the awarded bid. And then upon completion of the project, both agencies will provide and compare all final project costs to determine if either agency is required to provide additional payment or is due a refund.

This project is currently out for bids, which are due March 31st. Construction is proposed to begin this spring and be completed this fall. Monetary incentives have been built into the project specifications to allow for additional compensation when specific construction activities are completed by target deadlines, which could impact overall project costs. Based on the available incentives, the earliest anticipated completion date for this project is mid-September, while the latest anticipated completion date is mid-November. However, project completion dates are also influenced by inclement weather and other unforeseen conditions.

Notification:

No notifications were required for this case.

Observations/Alternatives:

Observations:

The City's ultimate share of the project costs will be based upon actual construction costs, and local costs are intended to be shared equally between the City and the County. The estimated local cost share amount of $2,807,744 is not a capped amount but rather the high end of an anticipated amount. This amount could be higher if bids come in higher than anticipated, but Anoka County does have the right to reject bids and re-bid the project should the bids be significantly higher than anticipated.

If Council approves the attached draft JPA, three original agreements will need to be executed and returned to Anoka County in a timely manner for approval and execution by the County Board.

Alternatives:

Alternative #1 – Motion adopting Resolution #15-03-074 approving the draft Joint Powers Agreement between Anoka County and the City of Ramsey for the Highway 10 & Armstrong Boulevard Interchange improvements as attached.

Alternative #2 – Motion denying adoption of Resolution #15-03-074 at this time.

Funding Source:

The City's share of the local project costs for the proposed improvements are estimated to be $2,807,744 but will ultimately be based on actual construction costs following project completion, which could be more or less than this estimate.

To date, the City’s local costs for this project have included:

- $940,000 for acquiring the 14590 Armstrong Boulevard (Wiser Choice) property which was funded through TIF District 4 and includes no taxes, demolition or relocation fees.
- $1,038,368 for acquiring the 14540 Armstrong Boulevard (Oasis Market) property which was funded through TIF District 2 and the Equipment Fund and includes no taxes or demolition fees.

The City’s remaining costs based on the current estimate are $829,376 which is proposed to come from TIF District 2 funds which have a balance of approximately $1.3M.

Recommendation:

Staff recommends selecting Alternative #1.

Staff does not support Alternative #2 since this could negatively impact the project start date and/or ability to deliver this important improvement project in 2015.

Action:

Approve or deny adoption of Resolution #15-03-074 at this time.

Attachments

Resolution 15 03 074
Draft JPA IP 14 22
Project Funding Exhibit IP 14 22

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	03/19/2015 10:49 AM
Kurt Ulrich	Kathy Schmitz	03/19/2015 03:46 PM
Patrick Brama	Patrick Brama	03/19/2015 05:02 PM
Form Started By: Bruce Westby		Started On: 03/13/2015 07:54 AM
Final Approval Date: 03/19/2015		

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

RESOLUTION #15-03-074

**RESOLUTION APPROVING JOINT POWERS AGREEMENT
WITH ANOKA COUNTY FOR
U.S. HIGHWAY 10 / CSAH 83 (ARMSTRONG BOULEVARD)
INTERCHANGE IMPROVEMENTS
IMPROVEMENT PROJECT #14-22**

WHEREAS, Anoka County is proposing improvements to the at-grade intersections of U.S. Highway 10 / CSAH 83 (Armstrong Boulevard) and the BNSF railroad crossing / CSAH 83 to improve traffic operations and increase safety; and

WHEREAS, CSAH 83 (Armstrong Boulevard) is a County State Aid Highway under the jurisdiction of Anoka County; and

WHEREAS, Riverdale Drive and Sunwood Drive are Municipal State Aid Streets under the jurisdiction of the City of Ramsey; and

WHEREAS, the proposed improvements require improvements to CSAH 83 (Armstrong Boulevard), Riverdale Drive and Sunwood Drive; and

WHEREAS, the City of Ramsey and Anoka County desire to work cooperatively to construct the proposed improvements; and

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

1) That the City of Ramsey agrees to share in the local costs for the proposed improvements up to the estimated amount of $2,807,744.

2) That the City of Ramsey's cost allocations for the proposed improvements will be based on the City and Anoka County sharing equally in all local costs.

3) That the City of Ramsey agrees to all maintenance obligations defined within the Joint Powers Agreement.

4) That the Joint Powers Agreement for construction and maintenance of the proposed improvements is hereby approved with the conditions noted above.

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 24th day of March, 2015.

Mayor Strommen

ATTEST:

City Clerk

Anoka County Contract No. _____

JOINT POWERS AGREEMENT
FOR THE CONSTRUCTION OF AN INTERCHANGE AT TH 10 AND COUNTY STATE AID HIGHWAY 83 (ARMSTRONG BOULEVARD)
IN THE CITY OF RAMSEY, MN
(S.P. 002-683-004)

This Agreement is made and entered into this _____day of _____ 2015, by and between the County of Anoka, State of Minnesota, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota, 55303, hereinafter referred to as "County", and the City of Ramsey, 7550 Sunwood Drive NW, Ramsey, Minnesota, 55303, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the intersection of TH 10 and County State Aid Highway 83 (Armstrong Blvd) has met criteria and need for a fully directional interchange; and,

WHEREAS, the parties agree that it is in the best interest of the traveling public to construct an interchange at the intersection of TH 10 and CSAH 83; and,

WHEREAS, the parties of this agreement consider it mutually desirable to construct an interchange, roadway, drainage, and associated improvements at the intersection of TH 10 and CSAH 83; and,

WHEREAS, the Anoka County Highway Department has prepared plans and specifications for this project, which has been designated as Anoka County Highway Project No. S.P. 002-683-004 and are on file in the office of the County Engineer; and,

WHEREAS, the parties agree that the County shall cause the construction of the Project; and,

WHEREAS, the parties agree that it is in their best interest that the cost of the Project be equally shared; and,

WHEREAS, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into joint powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE AND UNDERSTANDING

The parties have joined together for the purpose of constructing an interchange, roadway, drainage, and associated improvements at the intersection of TH 10 and CSAH 83; as described in the plans and specifications numbered Anoka County Project S.P. 002-683-004 on file in the office of the Anoka County Highway Department (hereinafter collectively referred to as “Project”). As part of the approval

of the Project, the City and County have reached an agreement with regards to other matters which are described below:

The parties to this Joint Powers Agreement (JPA) agree in principle that constructing the Project shown in the MnDOT Level 1 Layout dated March 18, 2014 defines the design of the Project.

It is agreed that the MnDOT Level 1 Layout dated March 18, 2014 has been reviewed and accepted by the parties and is suitable for preparation of final construction documents. Any significant changes made hereafter to the design will require approval by the parties as an amendment to this JPA. These same changes will require a change in the cost share to include any additional design engineering costs that may occur.

IMPROVEMENTS:

It is agreed by the parties that in 2015 and 2016 the at-grade intersection of TH 10 and CSAH 83 will be reconstructed to a grade separated interchange with a 4-lane section and concrete median to the extent shown in "Exhibit A". Improvements include but are not limited to: a bridge over TH 10, a bridge over BNSF railroad, traffic signals, right and left turn lanes, thru lanes, curb & gutter, storm sewer with associated ponding, and bituminous trail.

INTERSECTIONS:

As agreed by the parties, improvements to the following intersections have been incorporated in the Exhibit "A" Layout design:

CSAH 83 / Sunwood Dr. (147th Ave.): Full Access Intersection w/ existing signal (completed under a separate project).
CSAH 83 / Old Sunwood Dr. (146th Ave.): Closure of 146th and construct a cul-de-sac. Old Sunwood drive was disconnected under a separate project.
CSAH 83 / TH 10 North Ramps: Full Access Intersection with a fully actuated traffic signal system (refer to approved Signal Justification Report).
Armstrong Blvd. / TH 10 South Loop and Riverdale Dr.: Full Access Intersection with side street stop condition.

TRAFFIC SIGNAL:

The parties agree that a traffic signal system(s) will be constructed with this project.

CSAH 83 and TH 10 North Ramp Signal System:

Following the construction, the ongoing traffic signal maintenance of the CSAH 83 and TH 10 North Ramp signal system will be consistent with Anoka County warranted traffic signal maintenance practices, with the County 100% responsible for all ongoing traffic signal maintenance. MnDOT shall reimburse the County for all signal maintenance costs. The City shall reimburse the County 100% for all ongoing EVP maintenance (billed quarterly on an ongoing basis), and all luminaire maintenance. The City shall pay for and provide the ongoing supply of electrical power for the traffic signal system.

RIGHT OF WAY:

The parties agree that the County will acquire all necessary right-of-way and easements for the Project. Acquisition of any additional right-of-way and/or easements needed for improvements to the City street

intersections beyond what is defined in the Exhibit "A" Layout will be the responsibility of the City. It is agreed by the parties that all necessary right of way and easements will be in legal possession of the County prior to award of bids for the project. Any City owned property or easements required for the construction will be conveyed to the County at no cost.

DRAINAGE:

The City shall pay for a percentage of the cost of the storm sewer system, including the detention basins and their outlet structures. The parties understand and agree that the maintenance of the completed storm sewer system (excluding catch basins and catch basin leads), detention basins, and their outlet structures shall be the sole responsibility of the City.

BITUMINOUS TRAIL:

The City shall pay for a portion of the cost of the bituminous trail as defined in the Exhibit "A". The parties understand that the cost for the trail includes: bituminous surfacing, aggregate base, excavation (including muck excavation), borrow material (granular and topsoil), and turf establishment. The parties understand and agree that all future maintenance of the trails, including snow plowing, shall be the sole responsibility of the City.

TRAFFIC CONTROL:

The parties agree and understand the cost share for traffic control shall be a prorated share based on the project cost for traffic control divided by the total project cost. It is understood that Anoka County will use best management practices to limit the amount of time that a segment of roadway is closed.

DRIVEWAYS:

The parties agree that all driveways affected (excluding those identified for removal) by the Project will be reconstructed in kind.

LANDSCAPING/STREETSCAPING:

The parties agree that if the City wishes to include landscaping or streetscape features in the project, they shall be designed in accordance with Anoka County Highway Department Landscape/Streetscape Guidelines. The City's design of the landscaping/streetscape is to include the signed plan sheets, specifications, estimated quantities and costs. The total cost of the design as well as the construction cost above standard median cost will be at the expense of the City. At this time, the City is not requesting any landscape or streetscaping upgrades.

UTILITIES:

The parties agree that the Exhibit "A" Layout does not include specific proposed utility locations. The City will be responsible for the design of any sanitary sewer and water main improvements, which will be incorporated into the project bid documents. The cost of the design and construction of these features will be the responsibility of the City. The City's design of the sanitary sewer and water main utilities are to include the signed plan sheets, specifications, estimated quantities and costs.

PERMITS:

The parties agree that the County will secure all necessary permits for this Project. The City agrees to coordinate with the County in securing the permits required by the Lower Rum River Watershed Management Organization.

II. METHOD:

The County shall cause the construction of the Project in conformance with said plans and specifications. The County shall do the calling for all bids and the acceptance of all bid proposals.

III. COSTS:

A. The contract costs of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "construction costs" and shall be so referred to herein. "Estimated costs" are good faith projections of the costs, which will be incurred for this project. Actual costs may vary and those will be the costs for which the relevant parties will be responsible.

B. The estimated construction cost of the project (including County furnished materials) is $26,500,000. The total project costs are estimated at $49,000,688. Participation in the construction cost is as follows:

Per the current Joint Power Agreement between the County and the City, Anoka County Contract No. 2005-0516, also known as the Ramsey Town Center Agreement, the City has some responsibility for the cost of CSAH 83 north of the BNSF railroad right of way as well as the local city street connection south of TH 10.

Both parties agree to share equally in any local costs to include, but not limited to, both preliminary and final design, land acquisition expenses, environmental, building demolition, property appraisals, and construction. Per the attached project funding exhibit, it is anticipated that both the County and the City will each participate up to $2,807,744. Please note that both the County and the City have previously realized costs that are to be included in the aforementioned estimate.

Upon award of the construction contract, both the County and City shall provide their respective local costs for the project. The agencies shall determine if any equalization shall occur at that time. Following the completion of the project including all property acquisition, both agencies shall provide actual project costs, determine any payments that may need to occur and bill the other agency accordingly.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformance to the State laws.

VII. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

VIII. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days written notice delivered by mail or in person to the other party. If notice is delivered by mail, it shall be deemed to be received two (2) days after mailing. Such termination shall not be effective with respect to any solicitation of bids or any purchases of services or goods, which occurred prior to such notice of termination. The City shall pay its pro rata share of costs, which the County incurred prior to such notice of termination.

IX. MAINTENANCE

A. Maintenance of the completed watermain, sanitary sewer, storm sewer, detention basins (including ponds and their outlet structures) shall be the sole obligation of the City.

B. Maintenance of all trails and sidewalks, including snow plowing, shall be the sole responsibility of the City.

C. Maintenance of streetlights and cost of electrical power to the streetlights shall be the sole obligation of the City.

D. Maintenance of the completed traffic signals and signal equipment shall be the sole obligation of the County.

E. The County shall maintain the traffic signals controller, traffic signal and pedestrian indications, loop detectors and associated wiring of the said traffic control signals at the sole obligation of the County.

F. Painting of the traffic signals shall be the sole obligation of the County. Any variation of painting color standards will be billed to the City.

G. Timing of the traffic signals shall be determined by the County.

H. Only the County shall have access to the controller cabinets.

I. The traffic control signal shall be the property of the County.

J. The City shall be responsible for maintenance of the luminaries, luminaire relamping, and luminaire painting.

K. The City shall be responsible for power to the signal and all ongoing costs associated with power to the signals.

L. All maintenance of the EVP Systems shall be completed by the County. The City shall be billed by the County on a quarterly basis for all incurred costs.

M. EVP Emitter Units may be installed on and used only by Emergency Vehicles responding to an emergency as defined in Minnesota Statutes §169.01, Subdivision 5, and §169.03. The City shall provide a list to the County Engineer, or the County's duly appointed representative, of all such vehicles with emitter units on an annual basis, if requested by County.

N. Malfunctions of the EVP Systems shall be immediately reported to County.

O. All timing of said EVP Systems shall be determined by the County.

P. In the event said EVP Systems or components are, in the opinion of the County, being misused, or the conditions set forth are violated, and such misuse or violation continues after receipt by the City, written notice thereof from the County, the County shall remove the EVP System. Upon removal of the EVP System pursuant to this paragraph, the field wiring, cabinet wiring, detector receiver, infrared detector heads and indicator lamps and all other components shall become the property of the County.

X. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and the City Administrator of Ramsey, 7550 Sunwood Drive NW, Ramsey, Minnesota

XI. INDEMNIFICATION

The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT REQUIREMENT OF WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah, Chair
Board of Commissioners

Dated: _____

CITY OF RAMSEY

By: _____
Sarah Strommen
Mayor

Dated: _____

ATTEST:

By: _____
Jerry Soma
Anoka County Administrator

Dated: _____

By: _____
Kurtis G. Ulrich
City Administrator

Dated: _____

RECOMMENDED FOR APPROVAL:

By: _____
Douglas Fischer, P.E.
Transportation Division Director
Anoka County Engineer

Dated: _____

By: _____
Bruce Westby, P.E.
City Engineer

Dated: _____

APPROVED AS TO FORM:

By: _____
Dan Klint
Assistant Anoka County Attorney

Dated: _____

By: _____
Joseph J. Langel
City Attorney

Dated: _____

TH 10 / CSAH 83 Interchange Funding Breakdown

Task	Total Estimated Cost	Sub-Task	Sub-Task Cost	2013 & Prior			2014			2015									Sub-Task Cost	Total Estimated Cost
				Local		Federal	Local	MnDOT	Federal	Local		CTIB	LRIP	MnDOT		Federal		Other		
				Anoka Co.	Ramsey	HPP (1)	Anoka Co.	CIMS (2)	HPP (1)	Anoka Co.	Ramsey	Grant	Bonds	CIMS (2)	In Kind	HPP (1)	TIGER (3)	BNSF		
Preliminary Engineering and Environment Assessment	$512,000	PE & EA	$512,000	$256,000	$256,000														$512,000	$512,000
Final Design	$2,146,000	FE	$1,846,000	$369,200		$ 1,476,800													$1,846,000	$2,146,000
		FE (Amend)	$200,000				$40,000		$160,000										$200,000	
		FE (Shop Dwgs)	$100,000							$20,000						$80,000			$100,000	
Right-of-Way Acquisition	$8,496,200	Acquired	$2,149,200		$2,135,000		$14,200												$2,149,200	$8,496,200
		Relocation	$200,000				$200,000												$200,000	
		Rem. Appraised	$3,613,000											$3,613,000					$3,613,000	
		Counter Offer Overage	$2,534,000									$2,534,000							$2,534,000	
Construction	$28,355,000	Estimated/Let	$26,500,000									$3,876,320	$5,036,680	$6,387,000			$10,000,000	$ 1,200,000	$26,500,000	$28,355,000
		SA/CO/Overruns (7%)	$1,855,000									$1,038,800	$816,200						$1,855,000	
Construction Management	$2,268,400	CE (8%)	$2,268,400												$2,268,400				$2,268,400	$2,268,400
Sub-Totals	$41,777,600	Sub-Total	$41,777,600	$625,200	$2,391,000	$1,476,800	$254,200		$160,000	$20,000	$0	$7,449,120	$5,852,880	$10,000,000	$2,268,400	$80,000	$10,000,000	$1,200,000	$41,777,600	$41,777,600
Contingency (17.3%)	$7,223,088	Contingency	$7,223,088							$1,908,344	$416,744.00	$2,750,880	$2,147,120						$7,223,088	$7,223,088
Grand Total	$49,000,688	Grand Total	$49,000,688	$625,200	$2,391,000	$1,476,800	$254,200		$160,000	$1,928,344	$416,744	$10,200,000	$8,000,000	$10,000,000	$2,268,400	$80,000	$10,000,000	$1,200,000	$49,000,688	$49,000,688

Notes:	Task	Amount	Primary Fund	Local Match	% Req.	% Actual
(1) HPP Federal Funds $2,041,976	FE	$2,146,000	$ 1,716,800	$429,200	20%	20%
(2) CIMS Funds $10,000,000	ROW	$5,748,000	$3,613,000	$2,135,000	15%	37%
	Const	$10,263,320	$6,387,000	$3,876,320	15%	38%
(3) TIGER Grant $10,000,000	Const	$15,036,680	$10,000,000	$5,036,680	20%	33%

Costs to be shared equally.

Local		CTIB	LRIP	MnDOT		Federal		Other		Total Cost
Anoka Co.	Ramsey	Grant	Bonds	CIMS	In Kind	HPP	TIGER	BNSF		
$256,000	$256,000	$0	$0	$0	$0	$0	$0	$0	PE & EA	$512,000
$429,200	$0	$0	$0	$0	$0	$1,716,800	$0	$0	FE	$2,146,000
$214,200	$2,135,000	$2,534,000	$0	$3,613,000	$0	$0	$0	$0	ROW	$8,496,200
$0	$0	$4,915,120	$5,852,880	$6,387,000	$0	$0	$10,000,000	$1,200,000	CONST	$28,355,000
$0	$0	$0	$0	$0	$2,268,400	$0	$0	$0	CE	$2,268,400
$899,400	$2,391,000	$7,449,120	$5,852,880	$10,000,000	$2,268,400	$1,716,800	$10,000,000	$1,200,000	Sub-Total	$41,777,600
8%		18%	14%	24%	5%	4%	24%	3%		100%
$1,908,344	$416,744	$2,750,880	$2,147,120	$0	$0	$0	$0	$0	Contingency	$7,223,088
$2,807,744	$2,807,744	$10,200,000	$8,000,000	$10,000,000	$2,268,400	$1,716,800	$10,000,000	$1,200,000	Grand Total	$49,000,688
11%		*21%*	*16%*	*20%*	*5%*	*4%*	*20%*	*2%*		*100%*
$2,807,744	$2,807,744	$10,200,000	$8,000,000	$10,000,000	$1,600,000	$1,476,371	$0	$565,605	Pre-TIGER Commitment	$37,457,464
15%		*27%*	*21%*	*27%*	*4%*	*4%*	*0%*	*2%*		*100%*

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 6.**

Meeting Date: 03/24/2015

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #15-03-075 Approving Change Order #2 and Partial Payment to Kuechle Underground, Inc. for Riverdale Drive Reconstruction and Extension - Armstrong Boulevard to Traprock Street, Improvement Project #12-22

Purpose/Background:

Purpose:

The purpose of this case is to approve Change Order #2 and Partial Payment Estimate #4 to Kuechle Underground, Inc. for Riverdale Drive Reconstruction and Extension - Armstrong Boulevard to Traprock Street, Improvement Project #12-22.

Background:

Project Background

City Improvement Project #12-22 includes the reconstruction of Armstrong Boulevard between Highway 10 and Riverdale Drive, the reconstruction of Riverdale Drive between Armstrong Boulevard and the cul-de-sac east of Alpaca Street, and the extension of Riverdale Drive east to Traprock Street. Riverdale Drive is being constructed with concrete curb and gutter, bituminous pavement, and storm sewer throughout. Watermain was also constructed throughout to provide water service to adjacent parcels and to allow for a future connection to Ramsey Boulevard/Riverdale Drive. Sanitary sewer was also extended to the end of the reconstructed portion of Riverdale Drive, east of Alpaca Street, to provide sanitary sewer service to adjacent parcels and to provide for a future sewer connection to the large undeveloped parcels to the east, although gravity sewer cannot be extended further east due to minimal ground cover so a sanitary sewer lift station will be required to serve the undeveloped parcels to the east. Bituminous trails are also being constructed along both sides of Riverdale Drive. A 10' bituminous trail is being constructed as part of this project within City right-of-way north of Riverdale Drive. This project also includes grading and pedestrian curb ramps to allow a future 10' bituminous trail to be constructed within the right-of-way south of Riverdale Drive. This trail, which will be part of the Mississippi River Trail system, will be constructed immediately following completion of the Riverdale Drive project as recently approved by Council.

This project also includes the removal of the Alpaca Street connection to eastbound Highway 10, as well as construction of a modified three-quarter access to Highway 10 at Traprock Street, replacing the current full access connection. These access changes will increase safety for motorists on Highway 10 and are a large reason why MnDOT awarded the city $702,000 in Cooperative Agreement funding for this project, along with the promotion of a south frontage road to Highway10 which will remove local traffic from Highway 10. Ultimately, Riverdale Drive will serve as the south frontage road to Highway 10 between Armstrong Boulevard and Ramsey Boulevard.

On July 22, 2014 the City awarded a construction contract to Kuechle Underground, Inc. in the amount of $2,649,722.45. The engineer's construction cost estimate was $2,990,700.00 based on the construction plans prepared by City staff with assistance from Hakanson Anderson.

Construction on this project began in August of 2014. During construction it was discovered that the common excavation plan quantity was roughly 46% less than what was required, that multiple work items identified in the plans did not have associated pay items, and that several pay items related to the adopted Memorandum of Understanding needed to be added to the project or needed to be significantly reduced or increased in the case of existing pay items. The resulting change order items are discussed in detail below and can be categorized under the following three categories; Common Excavation Over-run, Added Pay Items, and Memorandum of Understanding Related Pay Items. In aggregate, these items form the basis for Change Order #2 which is attached for reference, and are included in the attached partial payment request.

Common Excavation Over-run

During construction it was discovered that the Common Excavation bid quantity was significantly less than what was needed to complete the project per plan. And to complicate matters, the common excavation quantity is a Plan Quantity (P) which does not allow for quantity increases at the bid unit price. The common excavation plan quantity is 52,276 cubic yards, whereas the actual final quantity upon project completion is estimated to be 97,297 cubic yards. The final estimated quantity was generated using survey data gathered after most of the grading work was completed, together with plan quantity information based on unfinished work to date. It is therefore estimated that the final common excavation quantity will over-run by 45,021 cubic yards. The contractor has agreed to complete this work at their unit bid price of $4.49 per cubic yard.

The total amount of this category of change order items is $202,144.29.

Added Pay Items

During construction it was discovered that numerous pay items were missing from the plans but were necessary to pay for associated work as directed by the plans. The list of pay items that need to be added to the project to pay for this completed work include numbers 1 – 4, 5, 6 – 8, 11, 12, 14, 17, 20 – 22, and 24 – 30 as shown in the Change Order #2 section of attached Partial Pay Estimate #4.

The total amount of this category of change order items is $100,580.70.

Memorandum of Understanding Related Pay Items

On May 13th, 2013, the City adopted a Memorandum of Understanding with the two Limited Liability Corporations (LLC's) that own the two large undeveloped parcels south of Riverdale Drive between Alpaca and Traprock Streets. A copy of the executed MOU is attached for reference. The MOU addresses numerous conditions and obligations of both the City and the LLC's as related to this project. The MOU also provides for required roadway right of way, trail, drainage and utility easements as needed to extend Riverdale Drive through the Outlot A Tooth Acres and Lot 1, Block 1 Diamonds parcels.

During construction it was discovered that numerous conditions and requirements outlined within the MOU were never addressed therefore changes needed to be made in the field to allow construction to continue without costly delays. Among the necessary changes were several storm sewer revisions required to meet certain conditions of the MOU to ultimately allow the north end of the Anoka County owned Outlot B Tooth Acres parcel to be filled in for development, denoted as "A" in the attached figure showing the MOU related storm sewer and ponding improvements. The benefits of this work include the additional taxes that will be generated by returning this 1.5 acre parcel to the tax rolls, providing for cross-access between the two large parcels so upon development traffic will not need to access Riverdale Drive for short trips between the two parcels, and allowing the City to maintain only two regional stormwater ponds in perpetuity rather than three, saving the City significant maintenance costs over time.

City staff is working with the LLC's to execute a cost-share agreement to cover the LLC's share of all MOU related project costs which total $166,422.70. Staff is also working with the LLC's to execute the required permanent drainage and utility easements over the pond on the south end of the Lot 1, Block 1 Diamonds site as required to mitigate the ponding lost due to the extension of Riverdale Drive, and to accommodate the additional required ponding needed due to the extension of Riverdale Drive. Anoka County will also be party to this easement.

Staff continues to work with Anoka County to allow the northerly 1.5 acres at the north end of the Anoka County owned Outlot B Tooth Acres parcel to be transferred by title to the City, after which the City will convey the parcel to the LLC's per the MOU.

The total amount of this category of change order items is $145,927.00.

The total cost of Change Order #2 is the sum of these three categories, or $448,651.99. Attached is a copy of Change Order #2 as prepared by City staff.

Notification:

No notifications are required for this case.

Observations/Alternatives:

Alternatives:

Alternative #1 - Motion to adopt Resolution #15-03-075 approving Change Order #2 and Partial Payment to Kuechle Underground, Inc. for Riverdale Drive Reconstruction and Extension - Armstrong Boulevard to Traprock Street, Improvement Project #12-22.

Alternative #2 - Motion denying adoption of Resolution #15-03-075 at this time. This action would result in delaying payment to the contractor for work previously completed therefore this alternative is not recommended.

Funding Source:

Funding for this project includes a combination of funding sources including:

- $702,000 in Cooperative Agreement funds
- $275,000 in TIF 4 funds
- $158,238 in Municipal State Aid (MSA) funds
- $179,824 in Sewer funds (sanitary sewer construction)
- $759,660 in Water funds (watermain construction)
- $350,000 in Stormwater Management funds
- $225,000 in Stormwater Utility funds (storm sewer and ponding construction)

No assessments are being levied with this project. The MOU with the two LLC's does not allow any assessments to these properties.

Staff estimates the final construction cost for this project will be $2,895,377.47 which is $245,655.02 over the awarded contract amount of $2,649,722.45. However, after the two LLC's reimburse the City in the amount of $166,422.70 for their MOU related improvements, the final cost over-run for the City is estimated to be $79,232.32 or 3% of the contract amount. Any cost over-runs are proposed to be funded from State Aid funds.

Recommendation:

Staff recommends approving Change Order #2 in the amount of $448,651.99, and approving partial payment to Kuechle Underground, Inc. for Riverdale Drive Reconstruction and Extension - Armstrong Boulevard to Traprock Street, Improvement Project #12-22.

Action:

Motion to approve or deny adoption of Resolution #15-03-075 approving Change Order #2 and Partial Payment to Kuechle Underground, Inc. for Riverdale Drive Reconstruction and Extension - Armstrong Boulevard to Traprock Street, Improvement Project #12-22 .

Attachments

Resolution 15 03 075
Change Order 2 IP 12 22
Pay Estimate 4 IP 12 22
MOU IP 12 22
Figure Storm Ponds IP 12 22

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kathy Schmitz	03/19/2015 04:16 PM
Patrick Brama	Patrick Brama	03/19/2015 04:52 PM
Form Started By: Bruce Westby		Started On: 03/13/2015 07:58 AM
Final Approval Date: 03/19/2015		

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

RESOLUTION #15-03-075

APPROVING CHANGE ORDER #2 AND PARTIAL PAYMENT TO KUECHLE UNDERGROUND INC. FOR RIVERDALE DRIVE RECONSTRUCTION AND EXTENSION – ARMSTRONG BOULEVARD TO TRAPROCK STREET IMPROVEMENT PROJECT #12-22

WHEREAS, pursuant to a motion of the Ramsey City Council, adopted May 14, 2013, approving Memorandum of Understanding and Easements for the Riverdale Drive Extension to Traprock Street; and

WHEREAS, pursuant to a motion of the Ramsey City Council, adopted May 13, 2014, accepting plans and specifications and authorizing advertisements for bids for making the Riverdale Drive improvements including concrete curb and gutter, bituminous paving, storm sewer, utilities, and other necessary appurtenant work; and

WHEREAS, pursuant to a motion of the Ramsey City Council, adopted July 22, 2014 the bid of Kuechle Underground Inc. in the amount of $2,649,722.45 for the total bid is the lowest responsible bidder; and

WHEREAS, as of March 24, 2015 $1,964,408.56 has been paid to date; and

WHEREAS, the Engineering Technician IV has inspected the completed work and recommends partial payment to Kuechle Underground, Inc. in the amount of $262,019.96.

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

1) That the City Council hereby approves Change Order #2 for Improvement Project 12-22; Riverdale Drive Reconstruction and Extension – Armstrong Boulevard to Traprock Street in the amount of $448,651.99.

2) That the City Council hereby authorizes partial payment to Kuechle Underground, Inc. for Improvement Project 12-22; Riverdale Drive Improvements in the amount of $262,019.96.

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

4) That the total amount of this payment is not included in resolutions approving payment of bills for the date of March 24, 2015.

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

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 24th day of March, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

State of Minnesota - Department of Transportation

CHANGE ORDER # _2_____

Contractor: Kuechle Underground Inc.
Address: 10998 State Hwy 55
P.O. Box 509
Kimble, MN 55353
Location:

State Project No.:199-109-005
199-115-001
199-116-003

Contract No.:No.04044 S.P.0202-97

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the Work as altered by the following provisions.

The Engineer has determined that new items and material will be used. In accordance with MN/DOT Specification 1605: Substitution of Materials, the Engineer has determined that material meets or exceeds specification for this Project. Payment will be made under item per unit price.

ESTIMATE OF COST

INCREASE

Item No.	Item Description	Unit	Unit Price	Quantity	Amount
2104.501	Remove Fence	LF	$5.25	160	$840.00
2104.501	Remove Sewer Pipe (storm)	LF	$24.00	100	$2,400.00
2104.503	Remove Bituminous Walk	SF	$1.00	667	$667.00
2104.505	Remove Bituminous Median	SY	$5.28	755	$3,987.40
2105.501	Common Excavation	CY	$4.49	45,021	$202,144.29
2104.601	Remove Miscellaneous Debris	LS	$3,258.41	1	$3,258.41
2105.601	Dewatering	LS	$17,333.33	1	$17,333.33
2105.619	Minor Grading	RDST	$204.00	6	$1,224.00
2211.501	Aggregate Base Class 5 (Mod)	TON	$12.00	177	$2,124.00
2360.501	Type SP 12.5 Wearing Course Mix (3,B)	TON	$70.00	73	$5,110.00
2501.511	15” CS Pipe Culvert	LF	$35.00	83	$2,905.00
2501.515	15” CS Safety Apr & Grate Des 3128	EA	$485.00	2	$970.00
2501.515	30” RC Pipe Apron	EA	$800.00	1	$800.00
2501.602	Safety Grate for 42” RC Apron	EA	$1800.00	1	$1,800.00
2503.541	30” RC Pipe Sewer Des 3006 CL III	LF	$57.00	52	$2,964.00
2503.541	42" RC Pipe Sewer Des 3006 CL III	LF	$97.00	167	$16,199.00
2503.541	42" RC Pipe Sewer Des 3006 CL V	LF	$151.77	120	$18,212.40
2503.541	72” RC Pipe Sewer Des 3006 CL III	LF	$270.00	355	$95,850.00
2503.602	Connect to Existing Storm	EA	$1,300.00	4	$5,200.00

INCREASE

Item No.	Item Description	Unit	Unit Price	Quantity	Amount
2506.502	Const. Drainage Structure Des 84-4020	EA	$10,000.00	1	$10,000.00
2506.602	Adjust Drainage Structure	EA	$7,681.46	1	$7,681.46
2506.602	Casting Assembly Special	EA	$199.57	1	$199.57
2531.507	6” Concrete Driveway Pavement	SY	$52.00	340	$17,680.00
2531.507	8” Concrete Driveway Pavement	SY	$15.85	825	$13,076.25
2535.501	Bituminous Curb	LF	$3.13	1096	$3,430.48
2545.509	Conduit System (Lighting)	LS	$6,145.00	1	$6,145.00
2545.601	Electrical Service	LS	$165.00	1	$165.00
2564.601	Traffic Signs and Devices	LS	$440.00	1	$440.00
2573.540	Filter Log Type Compost Log	LF	$3.15	158	$497.70
2575.623	Hydroseeding	MGAL	$594.30	9	$5,348.70

NET INCREASE $448,651.99

Signature	Date
Project Engineer/Supervisor	
Contractor Authorized Representative	
Assistant District Engineer	
*Local Agency	
**Consultant Contract Administrator	

* Required if work funded wholly or in part by a Local Agency
** Recommendation for Approval

Original to Project File
Copy to Contractor, Construction and Innovative Contracting (submit with Final)
Copy to Local Agency and MN/DOT Municipal Agreement Unit if funded wholly or in part by Local Agency Funds

Pay Estimate Summary Sheet
IP 12-22 Riverdale Drive Improvements
S.P. 0202-97, S.A.P. 199-109-005,199-115-001,199-116-003
City of Ramsey

Estimate no **4**

TOTAL CONTRACT	$	2,649,722.45
ADDITIONAL WORK	$	448,651.99
TOTAL WITH ADDITIONAL WORK	$	3,098,374.44
STORED MATERIALS		
TOTAL, COMPLETED WORK TO DATE	$	2,343,608.97
TOTAL WORK COMPLETED PLUS STORED MATERIALS	$	2,343,608.97
RETAINED PERCENTAGE 5%	$	117,180.45
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	2,226,428.52
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	1,964,408.56
PAY CONTRACTOR PER ESTIMATE NO. 4	$	262,019.96

Certificate for Partial Payment

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

Contractor: Kuechle Underground, Inc

By _____ V.P.
Name Title

Date 3/16/15

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

By _____ Civil Engineer II
Leonard Linton, PE

Date 3/16/15

APPROVED FOR PAYMENT:
OWNER: City of Ramsey

By _____ City Engineer 3/16/15
Name Title Date

City Project #12-22
S.P. 0202-97, S.A.P. 199-109-005,199-115-001,199-116-003
AGGREGATE BASE, BITUMINOUS SURFACING, CURB & GUTTER, GRADING, STORM SEWER
RIVERDALE DRIVE, ARMSTRONG BOULEVARD, TRAPROCK STREET AND TH10

PAY ESTIMATE NO. 4

Base Bid	$ 2,649,722.45	$ (172,841.50)	$ 1,894,956.98
Change Order No. 2	$ 448,651.99	$ 448,651.99	$ 448,651.99
Subtotal Change Orders	$ 448,651.99	$ 448,651.99	$ 448,651.99
Total Bid	$ 3,098,374.44	$ 275,810.49	$ 2,343,608.97

			CONTRACT AMOUNT				PAY THIS PERIOD		PAID TO DATE	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
1	2021.501	MOBILIZATION	129,500.00	1	LUMP SUM	$ 129,500.00		$ -	1.00	$ 129,500.00
2	2101.501	CLEARING	10,000.00	0.5	ACRE	$ 5,000.00		$ -	0.50	$ 5,000.00
3	2101.502	CLEARING	500.00	3	TREE	$ 1,500.00		$ -	3	$ 1,500.00
4	2101.506	GRUBBING	10,000.00	0.5	ACRE	$ 5,000.00		$ -	0.50	$ 5,000.00
5	2101.507	GRUBBING	50.00	3	TREE	$ 150.00		$ -	3	$ 150.00
6	2102.501	PAVEMENT MARKING REMOVAL - PERMANENT	3.00	96	SQ FT	$ 288.00		$ -	26	$ 78.00
7	2102.501	PAVEMENT MARKING REMOVAL - PERMANENT	1.00	867	LIN FT	$ 867.00		$ -	911	$ 911.00
8	2104.501	REMOVE CONCRETE CURB	4.00	686	LIN FT	$ 2,744.00		$ -	614	$ 2,456.00
9	2104.501	REMOVE 1 1/4" PVC FORCEMAIN	6.10	486	LIN FT	$ 2,964.60		$ -	480	$ 2,928.00
10	2104.501	REMOVE WATERMAIN	7.00	142	LIN FT	$ 994.00		$ -	135	$ 945.00
11	2104.501	REMOVE 1" COPPER WATER SERVICE	6.00	31	LIN FT	$ 186.00		$ -		$ -
12	2104.501	REMOVE METAL CULVERT	5.00	168	LIN FT	$ 840.00	40	$ 200.00	166	$ 830.00
13	2104.501	REMOVE SEWER PIPE	12.00	59	LIN FT	$ 708.00	32	$ 384.00	91	$ 1,092.00
14	2104.501	REMOVE RCP STORM SEWER W/ FES & TRASH GUARD	12.00	40	LIN FT	$ 480.00	199.00	$ 2,388.00	199.00	$ 2,388.00
15	2014.503	REMOVE RIP RAP	5.00	100	SQ YD	$ 500.00	4.00	$ 20.00	98.40	$ 492.00
16	2104.505	REMOVE BITUMINOUS PAVEMENT	1.00	16,452	SQ YD	$ 16,452.00		$ -	16,264	$ 16,264.00
17	2104.505	REMOVE LANDSCAPE ROCK	4.00	42	SQ YD	$ 168.00		$ -		$ -
18	2104.509	REMOVE METAL APRON	81.00	6	EACH	$ 486.00	6.00	$ 486.00	6.00	$ 486.00
19	2104.509	REMOVE GRINDER PUMP	610.00	1	EACH	$ 610.00		$ -	1	$ 610.00

			CONTRACT AMOUNT				PAY THIS PERIOD		PAID TO DATE	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
20	2104.509	REMOVE CATCH BASIN	270.00	3	EACH	$ 810.00		$ -	1	$ 270.00
21	2104.509	REMOVE LOOP DETECTOR	100.00	3	EACH	$ 300.00		$ -		$ -
22	2104.509	REMOVE GATE VALVE AND BOX	122.00	1	EACH	$ 122.00		$ -	2	$ 244.00
23	2104.509	REMOVE HYDRANT	122.00	1	EACH	$ 122.00		$ -	1	$ 122.00
24	2104.509	REMOVE SIGN TYPE C	30.00	20	EACH	$ 600.00		$ -	14	$ 420.00
25	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	3.50	2,746	LIN FT	$ 9,611.00		$ -	2,337	$ 8,179.50
26	2104.523	SALVAGE HYDRANT	150.00	1	EACH	$ 150.00		$ -	1	$ 150.00
27	2104.523	SALVAGE GATE VALVE AND BOX	100.00	1	EACH	$ 100.00		$ -	1	$ 100.00
28	2104.523	SALVAGE CONCRETE PIPE APRON	410.00	1	EACH	$ 410.00		$ -	1	$ 410.00
29	2104.523	SALVAGE SIGN	95.00	1	EACH	$ 95.00		$ -		$ -
30	2104.523	SALVAGE MAILBOX SUPPORT	35.00	5	EACH	$ 175.00		$ -		$ -
31	2105.501	COMMON EXCAVATION (P)	4.49	52,276	CU YD	$ 234,719.24	-31,000	$ (139,190.00)	48,276	$ 216,759.24
32	2105.521	GRANULAR BORROW (LV)	9.00	13,470	CU YD	$ 121,230.00		$ -		$ -
33	2105.522	SELECT GRANUALAR BORROW (LV)	11.00	2,000	CU YD	$ 22,000.00		$ -		$ -
34	2105.533	SALVAGED AGGREGATE IN STOCKPILE (CV)	3.40	2,094	CU YD	$ 7,119.60	262	$ 890.80	3,646	$ 12,396.40
35	2105.533	SALVAGED AGGREGATE FROM STOCKPILE (CV)	3.40	2,094	CU YD	$ 7,119.60	152	$ 516.80	2,336	$ 7,942.40
36	2105.601	DEWATERING FOR UTILITY AND POND CONSTRUCTION	0.01	1	LUMP SUM	$ 0.01		$ -	1	$ 0.01
37	2105.607	PREMIUM TOPSOIL BORROW	15.00	4,000	CU YD	$ 60,000.00		$ -		$ -
38	2211.501	AGGREGATE BASE CLASS 5 (MODIFIED)	12.00	12,716	TON	$ 152,592.00		$ -	10,596.79	$ 127,161.48
39	2232.501	MILL BITUMINOUS SURFACE	8.00	801	SQ YD	$ 6,408.00		$ -	33.00	$ 264.00
40	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B)	70.00	3,548	TON	$ 248,360.00		$ -	401.42	$ 28,099.40
41	2360.502	TYPE SP 12.5 NON WEAR COURSE MIXTURE (3,B)	60.00	3,243	TON	$ 194,580.00		$ -	1,067.10	$ 64,026.00
42	2451.609	AGGREGATE BACKFILL 2" CLEAR - UNDERGROUND STORAGE	34.00	970	CU YD	$ 32,980.00		$ -	940	$ 31,960.00
43	2501.511	18" CS PIPE CULVERT	38.00	133	LF	$ 5,054.00	100	$ 3,800.00	188	$ 7,144.00
44	2501.515	15" RC PIPE APRON	630.00	1	EACH	$ 630.00		$ -	1	$ 630.00
45	2501.515	30" RC PIPE APRON	800.00	1	EACH	$ 800.00		$ -	2	$ 1,600.00
46	2501.515	42" RC PIPE APRON	1,100.00	4	EACH	$ 4,400.00	-1	$ (1,100.00)	2	$ 2,200.00
47	2501.567	18" CS SAFETY APR & GRATE DES 3128	730.00	2	EACH	$ 1,460.00	2.00	$ 1,460.00	2.00	$ 1,460.00
48	2501.569	18" CS SAFETY APR	560.00	2	EACH	$ 1,120.00	-2	$ (1,120.00)		$ -

			CONTRACT AMOUNT				PAY THIS PERIOD		PAID TO DATE	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
49	2501.573	INSTALL SALVAGED 72" RC PIPE APRON	1,400.00	1	EACH	$ 1,400.00		$ -	1	$ 1,400.00
50	2501.602	TRASH GUARD FOR 15" PIPE APRON	360.00	1	EACH	$ 360.00		$ -	1	$ 360.00
51	2501.602	TRASH GUARD FOR 18" PIPE APRON	810.00	1	EACH	$ 810.00	-1	$ (810.00)		$ -
52	2501.602	TRASH GUARD FOR 72" PIPE APRON	3,300.00	1	EACH	$ 3,300.00		$ -		$ -
53	2503.511	6" PVC PIPE SEWER	35.00	560	LIN FT	$ 19,600.00	195	$ 6,825.00	705	$ 24,675.00
54	2503.511	8" PVC PIPE SEWER	35.00	2,103	LIN FT	$ 73,605.00	188	$ 6,580.00	2,103	$ 73,605.00
55	2503.511	18" PVC PIPE SEWER	69.00	367	LIN FT	$ 25,323.00	367.00	$ 25,323.00	734	$ 50,646.00
56	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS V	31.00	461	LIN FT	$ 14,291.00		$ -	536	$ 16,616.00
57	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	35.00	1,122	LIN FT	$ 39,270.00		$ -	1,052	$ 36,820.00
58	2503.541	24" RC PIPE SEWER DESIGN 3006 CLASS III	44.00	1,128	LIN FT	$ 49,632.00		$ -	1,025	$ 45,100.00
59	2503.541	27" RC PIPE SEWER DESIGN 3006 CLASS III	54.00	835	LIN FT	$ 45,090.00		$ -	820	$ 44,280.00
60	2503.541	30" RC PIPE SEWER DESIGN 3006 CLASS III	57.00	1,049	LIN FT	$ 59,793.00		$ -	1,102	$ 62,814.00
61	2503.541	42" RC PIPE SEWER DESIGN 3006 CLASS III	97.00	267	LIN FT	$ 25,899.00	33.00	$ 3,201.00	243.00	$ 23,571.00
62	2503.541	72" RC PIPE SEWER DESIGN 3006 CLASS III	270.00	77	LIN FT	$ 20,790.00	-359	$ (96,930.00)	77	$ 20,790.00
63	2503.602	F&I 6" PVC CAP	54.00	14	EACH	$ 756.00		$ -	13	$ 702.00
64	2503.602	F&I 8" PVC CAP	66.00	3	EACH	$ 198.00		$ -	2	$ 132.00
65	2503.602	F&I 18" PIPE PLUG	300.00	1	EACH	$ 300.00		$ -	1	$ 300.00
66	2503.602	F&I 8 X 6 WYE	210.00	14	EACH	$ 2,940.00		$ -	13	$ 2,730.00
67	2503.602	36" PIPE BEND 90 AND RISER	1,200.00	3	EACH	$ 3,600.00		$ -	3	$ 3,600.00
68	2503.602	36" PIPE TEE AND CLEANOUT	1,300.00	3	EACH	$ 3,900.00		$ -	3	$ 3,900.00
69	2503.573	CONNECT TO EXISTING SANITARY MANHOLE	3,900.00	1	EACH	$ 3,900.00		$ -	1	$ 3,900.00
70	2503.602	CONNECT TO EXISTING STORM SEWER	1,300.00	3	EACH	$ 3,900.00	1	$ 1,300.00	3	$ 3,900.00
71	2503.603	36" HDPE SEWER W/ GEOTEXTILE WRAP	75.00	650	LIN FT	$ 48,750.00		$ -	650	$ 48,750.00
72	2504.602	PROVIDE AND REMOVE TEMPORARY WATER SUPPLY	12,000.00	1	EACH	$ 12,000.00		$ -	1	$ 12,000.00
73	2504.601	IRRIGATION SYSTEM (REPAIR)	1,500.00	1	LUMP SUM	$ 1,500.00		$ -		$ -
74	2504.602	CONNECT TO EXISTING WATERMAIN	1,300.00	1	EACH	$ 1,300.00		$ -	1	$ 1,300.00
75	2504.602	F&I HYDRANT AND 6" GATE VALVE AND BOX	4,900.00	15	EACH	$ 73,500.00		$ -	14	$ 68,600.00
76	2504.602	6" GATE VALVE AND BOX	1,200.00	15	EACH	$ 18,000.00	2	$ 2,400.00	14	$ 16,800.00
77	2504.602	8" GATE VALVE AND BOX	1,900.00	2	EACH	$ 3,800.00		$ -	7	$ 13,300.00

			CONTRACT AMOUNT				PAY THIS PERIOD		PAID TO DATE	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
78	2504.602	12" GATE VALVE AND BOX	3,100.00	7	EACH	$ 21,700.00		$ -	10	$ 31,000.00
79	2504.602	INSTALL HYDRANT	1,300.00	1	EACH	$ 1,300.00		$ -	1	$ 1,300.00
80	2504.602	INSTALL 6" GATE VALVE AND BOX	430.00	1	EACH	$ 430.00		$ -	1	$ 430.00
81	2504.603	6" WATERMAIN DUCTILE IRON CL 53	31.00	910	LIN FT	$ 28,210.00		$ -	769	$ 23,839.00
82	2504.603	8" WATERMAIN DUCTILE IRON CL52	36.00	243	LIN FT	$ 8,748.00	55	$ 1,980.00	395	$ 14,220.00
83	2504.603	12" WATERMAIN DUCTILE IRON CL52	49.00	4,475	LIN FT	$ 219,275.00	100	$ 4,900.00	4,468	$ 218,932.00
84	2504.608	DUCTILE IRON FITTINGS	5.05	13,600	POUND	$ 68,680.00		$ -	12,000	$ 60,600.00
85	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48 - 4020	2,400.00	22	EACH	$ 52,800.00		$ -	16	$ 38,400.00
86	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60 - 4020	3,100.00	7	EACH	$ 21,700.00		$ -	8	$ 24,800.00
87	2506.502	CONSTRUCT DRAINAGE STRUCTURE DESIGN 96 - 4020	10,000.00	1	EACH	$ 10,000.00		$ -	1	$ 10,000.00
~~88~~	~~2506.502~~	~~CONSTRUCT DRAINAGE STRUCTURE DESIGN 108 - 4020~~		~~1~~	~~EACH~~	$ -		$ -		$ -
89	2506.502	CONSTRUCT DRAINAGE STRUCTURE SPECIAL (2 X 3)	2,000.00	5	EACH	$ 10,000.00		$ -	9	$ 18,000.00
90	2506.502	CONSTRUC DRAIN. STRUCT. DESIGN F (SANITARY MH)	2,900.00	7	EACH	$ 20,300.00		$ -	7	$ 20,300.00
91	2506.516	ADJUST CASTING ASSEMBLY	500.00	34	EACH	$ 17,000.00		$ -	14	$ 7,000.00
92	2506.602	ADJUST DRAINAGE STRUCTURE	660.00	1	EACH	$ 660.00	1.00	$ 660.00	1.00	$ 660.00
93	2511.501	RANDOM RIPRAP CLASS III	80.00	100	CU YD	$ 8,000.00	100	$ 8,000.00	200	$ 16,000.00
94	2511.515	GEOTEXTILE FILTER TYPE IV	2.00	175	SQ YD	$ 350.00	175	$ 350.00	350	$ 700.00
95	2521.618	CONCRETE WALK	6.00	470	SQ FT	$ 2,820.00		$ -		$ -
96	2531.501	CONCRETE CURB & GUTTER DESIGN B418	18.00	140	LIN FT	$ 2,520.00		$ -	395	$ 7,110.00
97	2531.501	CONCRETE CURB & GUTTER DESIGN B618	10.00	9,465	LIN FT	$ 94,650.00		$ -	7,328	$ 73,280.00
98	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	52.00	485	SQ YD	$ 25,220.00	-139	$ (7,228.00)	485	$ 25,220.00
99	2531.618	TRUNCATED DOMES	30.00	130	SQ FT	$ 3,900.00		$ -		$ -
100	2540.602	INSTALL MAILBOX SUPPORT	150.00	5	EACH	$ 750.00		$ -		$ -
101	2563.601	TRAFFIC CONTROL	35,000.00	1	LUMP SUM	$ 35,000.00		$ -	0.75	$ 26,250.00
102	2564.531	SIGN PANELS TYPE SPECIAL	40.00	24	SQ FT	$ 960.00		$ -	24	$ 960.00
103	2564.531	SIGN PANELS TYPE C	33.00	209.6	SQ FT	$ 6,916.80		$ -	120.1	$ 3,961.65
104	2565.602	PVC HANDHOLE	1,500.00	2	EACH	$ 3,000.00		$ -		$ -
105	2565.602	RIGID PVC LOOP DETECTOR 6'X6'	1,000.00	3	EACH	$ 3,000.00		$ -	3	$ 3,000.00
106	2573.502	SILT FENCE, TYPE MACHINE SLICED	2.40	3,119	LIN FT	$ 7,485.60		$ -	525	$ 1,260.00

			CONTRACT AMOUNT				PAY THIS PERIOD		PAID TO DATE	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
107	2573.530	STORM DRAIN INLET PROTECTION	20.00	34	EACH	$ 680.00		$ -		$ -
108	2575.501	SEEDING	1,500.00	9.0	ACRE	$ 13,500.00	0.60	$ 900.00	0.60	$ 900.00
109	2575.502	SEED MIXTURE TYPE 190	3.30	340	LBS	$ 1,122.00	35.00	$ 115.50	35.00	$ 115.50
110	2575.502	SEED MIXTURE TYPE 240	6.00	195	LBS	$ 1,170.00		$ -		$ -
111	2575.502	SEED MIXTURE TYPE 310	21.00	60	LBS	$ 1,260.00		$ -		$ -
112	2575.523	SODDING TYPE LAWN	5.00	12,796	SQ YD	$ 63,980.00		$ -		$ -
113	2575.511	MULCH, TYPE 1	430.00	18	TON	$ 7,740.00	1.48	$ 636.40	1.48	$ 636.40
114	2575.519	DISK ANCHORING	200.00	9	ACRE	$ 1,800.00	0.60	$ 120.00	0.60	$ 120.00
115	2575.523	EROSION CONTROL BLANKETS CATEGORY 3	2.00	11,700	SQ YD	$ 23,400.00		$ -		$ -
116	2575.532	FERTILIZER, TYPE 3	1.00	2,520	LBS	$ 2,520.00	100.00	$ 100.00	100.00	$ 100.00
117	2582.501	PAVT MSSG (RT ARROW) EPOXY	130.00	5	EACH	$ 650.00		$ -	5	$ 650.00
118	2582.501	PAVT MSSG (LT ARROW) EPOXY	130.00	5	EACH	$ 650.00		$ -		$ -
119	2582.501	PAVT MSSG (RT-THRU ARROW) EPOXY	200.00	2	EACH	$ 400.00		$ -		$ -
120	2582.502	4" SOLID LINE WHITE - EPOXY	0.50	13,237	LIN FT	$ 6,618.50		$ -	1,864	$ 932.00
121	2582.502	4" DOTTED LINE WHITE - EPOXY	1.00	280	LIN FT	$ 280.00		$ -		$ -
122	2582.502	24" STOP LINE WHITE - EPOXY	7.00	160	LIN FT	$ 1,120.00		$ -	98	$ 686.00
123	2582.502	4" SOLID LINE YELLOW - EPOXY	0.50	1,499	LIN FT	$ 749.50		$ -	1,022	$ 511.00
124	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	1.00	4,787	LIN FT	$ 4,787.00		$ -	324	$ 324.00
125	2582.503	CROSS WALK MARKING 8" LINE WHITE EPOXY	9.00	212	LIN FT	$ 1,908.00		$ -		$ -
Total Bid						$ 2,649,722.45		$ (172,841.50)		$1,894,956.98

Change Order No. 2

			CONTRACT AMOUNT				PAY THIS PERIOD		PAID TO DATE	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
1	2104.501	REMOVE FENCE	5.25	160	LIN FT	$ 840.00	160.00	$ 840.00	160.00	$ 840.00
2	2104.501	REMOVE SEWER PIPE (STORM)	24.00	100.0	LIN FT	$ 2,400.00	100.00	$ 2,400.00	100.00	$ 2,400.00
3	2104.503	REMOVE BITUMINOUS WALK	1.00	667.0	SQ FT	$ 667.00	667.00	$ 667.00	667.00	$ 667.00

			CONTRACT AMOUNT				PAY THIS PERIOD		PAID TO DATE	
ITEM NO.	Mn/DOT SPEC. NO.	ITEM DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
4	2104.505	REMOVE BITUMINOUS MEDIAN	5.28	755.0	SQ YD	$ 3,986.40	755.00	$ 3,986.40	755.00	$ 3,986.40
5	2105.501	COMMON EXCAVATION	4.49	45,021.0	CU YD	$ 202,144.29	45,021.00	$ 202,144.29	45,021.00	$ 202,144.29
6	2104.601	REMOVE MISCELLANEOUS DEBRIS	3,258.41	1.0	LUMP SUM	$ 3,258.41	1.00	$ 3,258.41	1.00	$ 3,258.41
7	2105.601	DEWATERING	17,333.33	1.0	LUMP SUM	$ 17,333.33	1.00	$ 17,333.33	1.00	$ 17,333.33
8	2105.619	MINOR GRADING	204.00	6.0	RDST	$ 1,224.00	6.00	$ 1,224.00	6.00	$ 1,224.00
9	2211.501	AGGREGATE BASE CLASS 5 (MOD)	12.00	177.0	TON	$ 2,124.00	177.00	$ 2,124.00	177.00	$ 2,124.00
10	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (3,B)	70.00	73.0	TON	$ 5,110.00	73.00	$ 5,110.00	73.00	$ 5,110.00
11	2501.511	15" CS PIPE CULVERT	35.00	83.0	LIN FT	$ 2,905.00	83.00	$ 2,905.00	83.00	$ 2,905.00
12	2501.515	15" CS SAFETY APR & GRATE DES 3128	485.00	2.0	EACH	$ 970.00	2.00	$ 970.00	2.00	$ 970.00
13	2501.515	30" RC PIPE APRON	800.00	1.0	EACH	$ 800.00	1.00	$ 800.00	1.00	$ 800.00
14	2501.602	SAFETY GRATE FOR 42" RC APRON	1,800.00	1.0	EACH	$ 1,800.00	1.00	$ 1,800.00	1.00	$ 1,800.00
15	2503.541	30" RC PIPE SEWER DES 3006 CL III	57.00	52.0	LIN FT	$ 2,964.00	52.00	$ 2,964.00	52.00	$ 2,964.00
16	2503.541	42" RC PIPE SEWER DES 3006 CL III	97.00	167.0	LIN FT	$ 16,199.00	167.00	$ 16,199.00	167.00	$ 16,199.00
17	2503.541	42" RC PIPE SEWER DES 3006 CL V	151.77	120.0	LIN FT	$ 18,212.40	120.00	$ 18,212.40	120.00	$ 18,212.40
18	2503.541	72" RC PIPE SEWER DES 3006 CL IV	270.00	355.0	LIN FT	$ 95,850.00	355.00	$ 95,850.00	355.00	$ 95,850.00
19	2503.602	CONNECT TO EXISTING STORM	1,300.00	4.0	EACH	$ 5,200.00	4.00	$ 5,200.00	4.00	$ 5,200.00
20	2506.501	CONST. DRAINAGE STRUCTURE DES 84-4020	10,000.00	1.0	EACH	$ 10,000.00	1.00	$ 10,000.00	1.00	$ 10,000.00
21	2506.602	ADJUST DRAINAGE STRUCTURE	7,681.46	1.0	EACH	$ 7,681.46	1.00	$ 7,681.46	1.00	$ 7,681.46
22	2506.602	CASTING ASSEMBLY SPECIAL	199.57	1.0	EACH	$ 199.57	1.00	$ 199.57	1.00	$ 199.57
23	2531.507	6" CONCRETE DRIVEWAY PAVEMENT	52.00	340.0	SQ YD	$ 17,680.00	340.00	$ 17,680.00	340.00	$ 17,680.00
24	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	15.85	825.0	SQ YD	$ 13,076.25	825.00	$ 13,076.25	825.00	$ 13,076.25
25	2535.501	BITUMINOUS CURB	3.13	1,096.0	LF	$ 3,430.48	1,096.00	$ 3,430.48	1,096.00	$ 3,430.48
26	2545.509	CONDUIT SYSTEM (LIGHTING)	6,145.00	1.0	LUMP SUM	$ 6,145.00	1.00	$ 6,145.00	1.00	$ 6,145.00
27	2545.601	ELECTRICAL SERVICE	165.00	1.0	LUMP SUM	$ 165.00	1.00	$ 165.00	1.00	$ 165.00
28	2564.601	TRAFFIC SIGNS AND DEVICES	440.00	1.0	LUMP SUM	$ 440.00	1.00	$ 440.00	1.00	$ 440.00
29	2573.540	FILTER LOG TYPE COMPOST LOG	3.15	158.0	LIN FT	$ 497.70	158.00	$ 497.70	158.00	$ 497.70
30	2575.623	HYDROSEEDING	594.30	9.0	MGAL	$ 5,348.70	9.00	$ 5,348.70	9.00	$ 5,348.70
Total Change Order						$ 448,651.99		$ 448,651.99		$ 448,651.99

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between City of Ramsey, a Minnesota municipal corporation, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303 (the "City") and 2-OI, LLC and PSG, LLC, both of which are Minnesota limited liability companies with the address of both being 7533 Sunwood Drive, Suite 220, Ramsey, Minnesota 55303 (collectively referred to as the "LLCs"). It is understood between the parties hereto that this MOU is intended to lead to definitive legally binding documents to be executed by the parties. This MOU is intended to set forth the following tentatively agreed upon terms and conditions of the parties:

I
RECITALS

1. **LLC's Ownership**. The LLCs are the owners of the real property described as Outlot A Tooth Acres, Anoka County, Minnesota ("Outlot A Tooth Acres") and Lot 1, Block 1, The Diamonds, Anoka County, Minnesota ("Lot 1 Diamonds"). *See* Exhibit 1.

2. **City Ownership.** The City is the owner of Outlot A, The Diamonds, Anoka County, Minnesota ("Outlot A Diamonds"). *See* Exhibit 1.

3. **County Ownership.** The County of Anoka (the "County") is the owner of Outlot B Tooth Acres, Anoka County, Minnesota ("Outlot B Tooth Acres"). *See* Exhibit 1.

II
UNDERSTANDING

4. **Grant of Easement.** The LLCs agree to grant PERMANENT Right-of-way, Trail and Utility easements ("the Easements") to the City outlined in the Minnesota Department of Transportation Engineering Plan for the Riverdale Extension dated March 6, 2014 (the "MN DOT Riverdale Extension Plan") (generally shown as the yellow highlighted area on Exhibit 1) for purposes of extending Riverdale Drive from where it currently terminates close to the western edge of the Tooth Acres Plat to be connected to Traprock Street NW ("Riverdale Extension"). The form of the Easement documents will be generally as attached Exhibits 2 and 3.

5. **City Consideration for Easements.** In exchange for the grant of the Easements, the City will provide the following for the benefit of the LLCs at no expense to the LLCs:

   a. The City agrees that the proposed route of Riverdale Extension will allow sufficient land area (a minimum of 43,560 square feet) on that area of Outlot A Tooth Acres marked as "C" on attached Exhibit 1 ("C") to provide one commercial, buildable lot. The remaining portion of "C" will be utilized for storm water purposes and the LLC's agree to dedicate a drainage and utility easement to the City.

   b. Construct Riverdale Extension consistent with the engineering specs referred to in the MN DOT Riverdale Extension Plan. Riverdale Extension shall provide access to Outlot A Tooth Acres, Lot 1 Diamonds, and to Outlot B Tooth Acres. The City agrees that any engineering or ancillary costs associated with constructing the Riverdale Extension will be the City's expense.

   c. The City will be responsible for any grading required for the construction of Riverdale Extension. The LLCs will grant to the City access over Lot 1 Diamonds and Outlot A Tooth Acres for purposes of transporting fill. In addition, the LLCs will allow the City to obtain fill from an area that will become a storm water pond that is designated as "D" on the attached Exhibit 1 ("D").

   d. The City with the cooperation of the LLCs will obtain the appropriate permits and governmental approvals relating to the following: (i) mitigation for the storm water pond within that parcel marked as "E" on Exhibit 1; and (ii) construction of a storm water pond within a portion of Lot 1 Diamonds designated as "D". The LLCs will bear the expense of the actual filling, grading, or excavation of storm water ponds on "D" and "E" except that portion excavated and filled for the Riverdale Extension identified in paragraph 5.c. above. The LLCs shall obtain all necessary City permits and approvals for their excavation and improvements.

   e. The City will provide up to six water stub / service locations on the Riverdale Extension at those locations determined by the LLCs.

   f. The City will provide one sanitary sewer stub to Outlot A Tooth Acres and one additional sanitary sewer service to that portion of Outlot A Tooth Acres designated as "C" identified in paragraph 5.a above.

   g. The City will provide four concrete aprons on the Riverdale Extension to access the property owned by the LLCs with the locations determined by the LLCs.

6. **Outlot B Tooth Acres.**

a. The City shall use its best efforts to obtain title to Outlot B Tooth Acres from the County and if successful convey that portion of said Outlot B Tooth Acres designated as "E" to one of the LLCs as they shall select (except that portion retained by the City for the Riverdale Extension)

b. The City will allow drainage into the storm water pond located on the property described on "F" for any improvements or developments on Tooth Acres, Diamonds, or the property designated as "E", subject to the City acquiring ownership of Outlot B Tooth Acres

7. **Miscellaneous.**

a. The LLCs shall have the responsibility of completing the necessary grading work relating to the storm water pond on the property described as "D". The LLCs shall convey a permanent drainage and utility easement to the City over, under and across "D".

b. During the construction of the Riverdale Extension, the LLCs agree to allow access to the plats Tooth Acres, The Diamonds, and "E" for purposes of construction and road improvement at no charge. The City agrees to restore any disturbed areas that are caused by the construction that diminishes the value of the property or requires repair.

c. The City agrees that the LLCs will not be assessed for the construction, engineering, and any ancillary costs of completing the Riverdale Extension or the trail and utility easements that are proposed as set forth in this MOU.

d. The LLCs will be held harmless from the City's acts that relate to their conduct in working on Outlot A Tooth Acres or Lot 1 The Diamonds.

e. The City agrees that until there is a filing of a plat or building permit application for the development of Tooth Acres, The Diamonds, or the property within "E" there will be no assessments or charges for water access connections, sewer access connections, park dedication, water management fee, escrow for street lights, inspection fees, water or sewer handling fee, and platting fees.

f. The LLCs shall have the option, but not the requirement, to use the same contractor that the City selects to perform its portion of the work relating to the improvements.

g. The City and the LLCs will work together to define the future access to service the lots of future subdivision of the Plats of Tooth Acres and The Diamonds.

h. The proposed storm water pond in "D" and the current storm water pond in "F" shall be maintained by the City at its expense.

i. The City agrees that the replacement construction of the existing pedestrian walkway will be installed and located consistent with the LLCs' potential use on a North/South alignment as much as reasonably as possible.

j. The LLC's agree to dedicate an easement adjacent to the Riverdale Extension to the City for a pedestrian overpass such that an ADA compliant connection can be made with the proposed and existing pedestrian walkways.

k. The LLCs agree that a permanent drainage and utility easement over, under and across a portion of Outlot "E" in the general alignment of the extended storm sewer will be reserved by the City and said easement shall not interfere with LLCs' intended use of the property.

III
NON BINDING AGREEMENT

This MOU merely sets forth some of the more significant terms and conditions of the subject matter and this MOU shall not be binding on either party.

THE CITY OF RAMSEY

Dated: 5/28, 2014

By: _____
Its: City Administrator

2-OI, LLC

Dated: 2/19, 2014

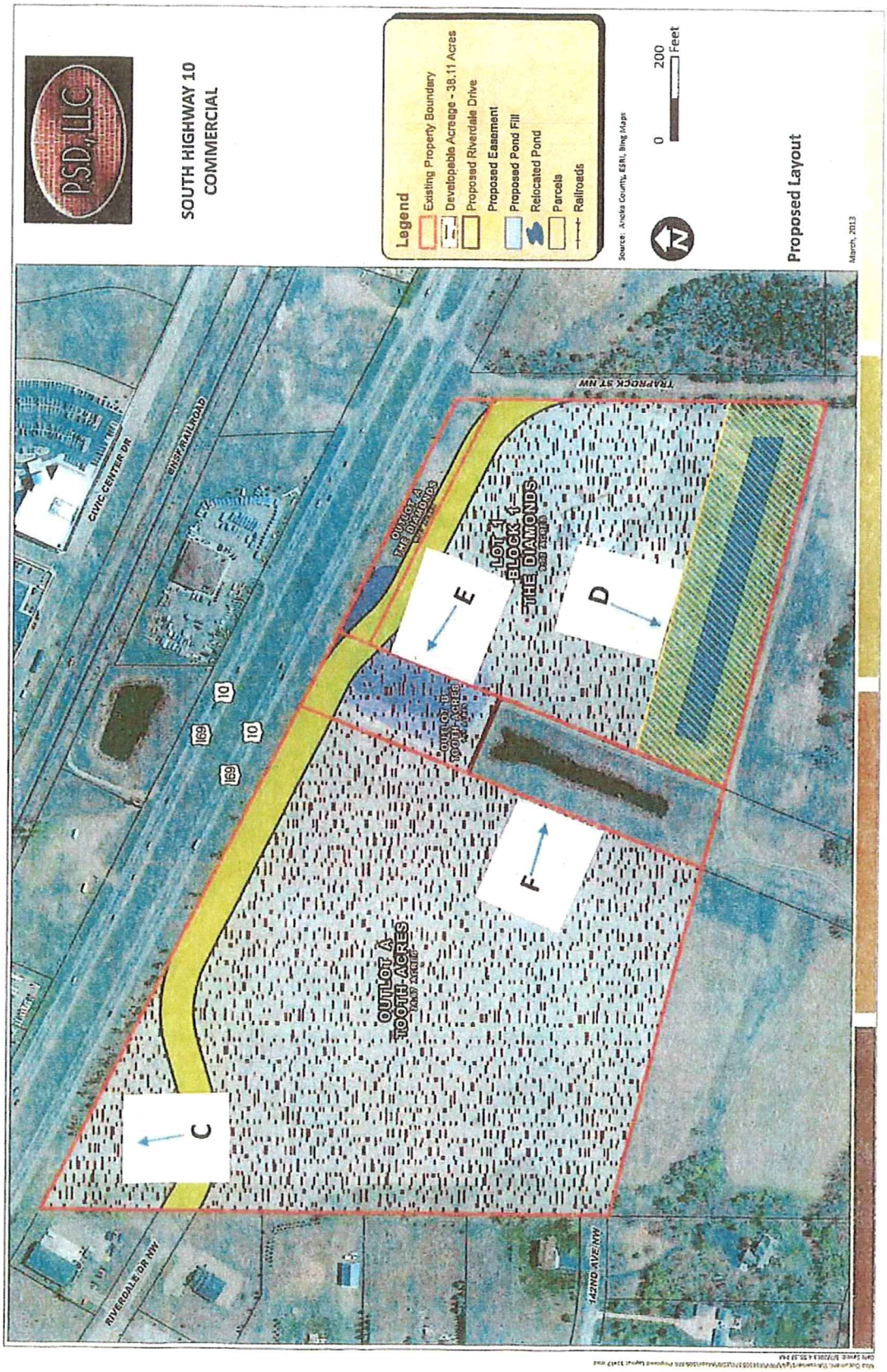
By: _____
Its: COO

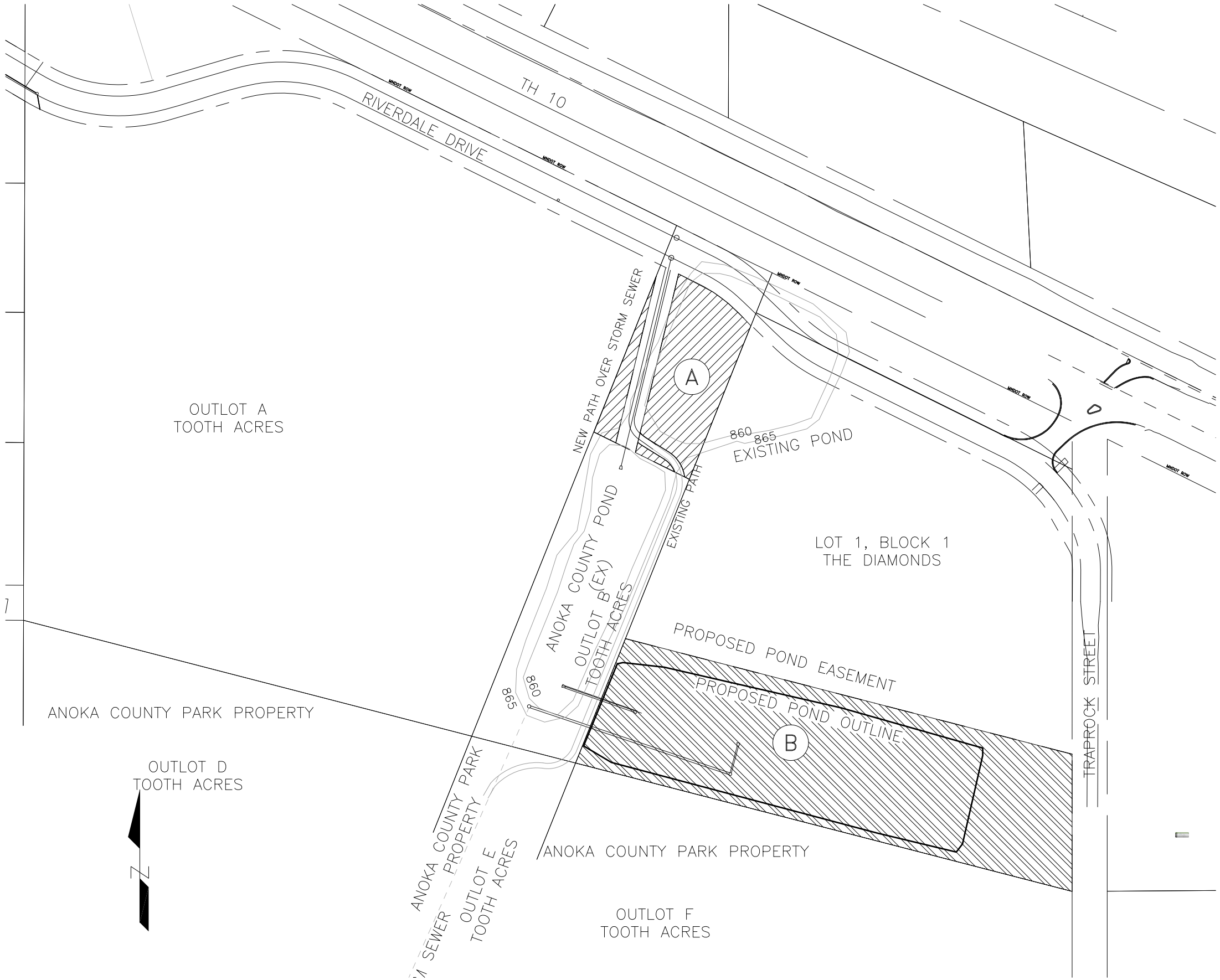
PSG, LLC

Dated: 2/19, 2014

By: _____
Its: COO

Exhibit 1


P.S.D., LLC
SOUTH HIGHWAY 10
COMMERCIAL
Legend
Existing Property Boundary
Developable Acreage - 38.11 Acres
Proposed Riverdale Drive
Proposed Easement
Proposed Pond Fill
Relocated Pond
Parcels
Railroads
Source: Anoka County, ESRI, Bing Maps
0
200
Feet
N
Proposed Layout
March, 2013
OUTLOT A
TOOTH ACRES
LOT 1
BLOCK 1
THE DIAMONDS
OUTLOT A
THE DIAMONDS
C
D
E
F
10
169
CIVIC CENTER DR
BNSF RAILROAD
TRAPROCK ST NW
RIVERDALE DR NW
142ND AVE NW



(A) ANOKA COUNTY PROPERTY TO BE TRANSFERRED TO CITY RESERVING PIPELINE AND TRAIL EASEMENT TO ANOKA COUNTY

(B) 2-01, LLC. PROPERTY TO BE USED FOR REGIONAL PONDING WITH DRAINAGE AND UTILITY EASEMENT PROVIDED TO CITY AND COUNTY (CITY TO MAINTAIN POND)

COUNTY POND EASEMENT EXHIBIT

0 100 200 400 600

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 7.**

Meeting Date: 03/24/2015

By: Chris Anderson, Community Development

Information

Title:

Introduce Ordinance #15-06 to Amend City Code Sections 117-111 (R-1 Residential District) and 117-349 (Accessory Uses and Buildings)

Purpose/Background:

On January 24th of this year, the 2015 Minnesota State Building Code (MSBC) went into effect. There were several code changes that occurred with the 2015 MSBC that are prompting this proposed Ordinance Amendment. Specifically, the thresholds triggering a building permit for detached accessory buildings and fences have increased and thus, the standards within Zoning Code need to be updated to ensure that there is not contradictory language between the two codes. The proposed amendments are to City Code Sections 117-111 (R-1 Residential District) and 117-349 (Accessory Uses and Buildings).

Notification:

The Public Hearing was published in the Anoka County UnionHerald.

Observations/Alternatives:

Presently, City Code states that all detached accessory buildings greater than 120 square feet in floor area require a building permit, which aligned with the standards of the 2007 MSBC (the edition in effect prior to January 24, 2015). Also, City Code states that all fences greater than six (6) feet in height require a building permit. Additionally, City Code states that all detached accessory buildings 120 square feet or less in floor area and all fences six (6) feet or less in height require a zoning permit. The 2015 MSBC, however, now requires a building permit for detached accessory buildings greater than 200 square feet in floor area and fences over seven (7) feet in height.

The proposed Ordinance Amendment focuses primarily on updating Zoning Code language to reflect the new thresholds in the 2015 MSBC. It clarifies that detached accessory buildings and fences not addressed by MSBC require a zoning permit. This language was preferred over specific heights or square footages to avoid the need for future amendments if the thresholds in the MSBC are revised in the future.

It should be noted that currently, City Code allows for prefabricated plastic storage containers that are 120 square feet or less in size. As drafted, prefabricated plastic storage sheds would still be permissible as long as they don't exceed the threshold triggering the requirement of a building permit. Staff has researched these products and has found several offerings that are larger than 120 square feet but generally less than 200 square feet (pictures of various examples are attached to the case). Staff sought specific feedback from the Planning Commission regarding these 'larger' plastic storage sheds and their recommendation was to allow them up to 200 square feet (below the threshold for MSBC compliance).

The proposed Ordinance Amendment also would eliminate the requirement for a driveway to service any detached accessory building with a doorway opening of eight (8) feet wide by seven (7) feet tall or greater (essentially the equivalent of a single stall garage door). Staff has received quite a bit of feedback, mostly negative, regarding this requirement. The intention was to help reinforce off-street parking standards (vehicles being stored/parked on a prepared surface). However, this can add a substantial cost to a project for an improvement (driveway) that typically would not be accessed or utilized on a regular basis. Furthermore, it has the effect of requiring additional impervious surfacing on a lot, which increases stormwater runoff while simultaneously reducing infiltration on a property. It is worth noting that the driveway requirement remains applicable for attached garages (or additions thereto) because they generally serve as the primary garage for a property and are regularly accessed.

Finally, there are a couple of clarifications and/or housekeeping items that are being addressed with this Ordinance Amendment. Currently, attached garages are counted toward the total number of accessory buildings allowed on a property. With this Ordinance Amendment, attached garages would be excluded from the calculation of total number of accessory buildings on a property as appears to have been the intent after reviewing the public hearing minutes from 2011. The other housekeeping item addressed is clarifying that only those detached accessory buildings addressed by MSBC are subject to the architectural standards requirement including soffit, fascia, and eave overhangs to match the home.

The Planning Commission conducted a Public Hearing at their March 5, 2015 meeting and there were no written or verbal comments received regarding the proposed Ordinance Amendment. The Planning Commission requested the Ordinance Amendment be revised slightly to clarify that a driveway would be required if a detached accessory building were to serve as the primary garage. Staff has updated the draft Ordinance Amendment to incorporate this clarification.

Funding Source:

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

Recommendation:

The Planning Commission recommends that City Council adopt Ordinance #15-06.

Action:

Motion to introduce Ordinance #15-06.

Attachments

City Code Section 117-349: Redlined Text
City Code Section 117-111: Redlined Text
Photos of Plastic Sheds Over 120 Square Feet in Size
Draft Planning Commission Meeting Minutes Dated March 5, 2015
Ordinance #15-06

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	03/17/2015 11:36 AM
Kurt Ulrich	Kurt Ulrich	03/18/2015 05:29 PM
Form Started By: Chris Anderson		Started On: 03/09/2015 03:51 PM
Final Approval Date: 03/18/2015		

Sec. 117-349. - Accessory uses and buildings.

(a) Sport courts and other impervious surfaces must meet the minimum setbacks established for accessory buildings in section 117-111 unless otherwise specified by this Code.

(b) Every commercial fishing pond shall be enclosed by a fence or wall not less than four feet high to prevent uncontrolled access by small children.

(c) Swimming pools and spas (also see chapter 105, article III).

(1) *Setback requirements.*

a. Swimming pools and spas shall be set back a minimum of ten feet from all adjoining lots. For corner lots, swimming pools and spas shall meet the required side yard setback for buildings in the applicable zoning district (section 117-111(d)). Swimming pools and spas may not extend closer to the front lot line of the parcel than the principal structure located on said parcel, except that on residential parcels of one acre or more in size, a swimming pool or spa may be constructed closer to the front lot line than the principal structure, provided that such swimming pool or spa can maintain a 200-foot setback from the property line.

b. A swimming pool or spa may not be located closer than four feet to the principal structure located on the parcel where the swimming pool or spa is to be constructed.

c. No swimming pool or spa may be constructed within 20 feet of any portion of an on-site sewer system or any private water well.

d. No person shall build, construct, locate or install a swimming pool and walkway or spa within any easement.

(2) *Fencing.*

a. *Temporary fencing.* During the construction of any in-ground swimming pool or spa, the construction area must be secured with a portable fence which is not less than four feet in height.

1. Temporary fencing shall be flush with the ground and securely anchored.

2. Supportive posts shall be placed no more than eight feet apart.

b. *Permanent fencing.*

1. All aboveground swimming pools that have a minimum side-wall height of four feet need not be fenced, but shall have removable steps, which steps shall be removed when the swimming pool is unattended. In the event that an accessory deck to the swimming pool is constructed, which is adjacent to any part of the swimming pool, said deck shall include, on its entire outside perimeter, a 36-inch-high guard rail. The guard rail shall be constructed so that no open space within it is wider than six inches.

2. All outdoor spas shall have either a fence as described in subsection (c)(2)b.1 of this section, or a secured cover.

(3) *Noise.*

a. The swimming pool or spa shall be designed, constructed and sited in such a way as to limit noise generated by its mechanical equipment, so as not to create a nuisance and/or affect the reasonable use and enjoyment of adjacent property owners.

b. The swimming pool and/or spa shall be sited on the parcel so that its mechanical equipment, including heating and filtering equipment, is located at least 30 feet from the inhabited portion of neighboring residential structures.

(4) *Pool walkway deck and deck drains.* Unobstructed deck areas not less than 48 inches wide shall be provided to extend entirely around each in-ground swimming pool. Swimming pool decks shall be constructed above, but not more than nine inches above, the normal water line. The required

deck area shall be constructed of impervious material. The deck shall have a pitch of at least one-fourth inch to the foot, designed so as to prevent back drainage into the pool. If deck drains are provided, drain pipe lines shall be at least two inches in diameter; drain openings shall have an open area of at least four times the cross sectional area of the drain pipe. Deck drains shall not be connected to the re-circulation system pipe.

(5) *Swimming pool drainage.* To the extent feasible, back flush water or water from pool drainage shall be on the owner's property or into approved public drainage ways. Water shall not drain onto adjacent or nearby private land.

(6) *Lighting.* Lights used in conjunction with a swimming pool and/or spa shall be located and constructed so as to deflect away from adjacent property and in such a manner that they do not create a nuisance or affect the reasonable use and enjoyment of adjacent property.

(7) *Permits.* Swimming pools or spas that are less than 5,000 gallons shall be allowed without the issuance of a building permit; however, a zoning permit must be obtained prior to the swimming pool or spa being constructed, installed, or moved onto a property.

(d) *Accessory buildings.*

(1) *Future re-subdivision.* Any proposed accessory building should be located on the parcel of land so as to allow for orderly future re-subdivision of a parcel on which the building is to be located.

(2) *Principal building required*. No accessory building shall be constructed on any lot prior to the time of construction of the principal building.

(3) *Permits.* A permit is required prior to constructing or moving an accessory building on to a property.

a. Zoning Permit. Detached accessory buildings not addressed by Minnesota State Building Code shall require the issuance of a zoning permit ~~with 120 square feet or less of floor area shall be allowed without issuance of a building permit. However, a zoning permit must be obtained~~ prior to the building being constructed or moved onto a property and shall comply with all required setbacks and zoning regulations.

b. Building Permit. Detached accessory buildings addressed by Minnesota State Building Code shall require the issuance of a building permit prior to being constructed or moved onto a property and shall comply with all applicable building codes and zoning regulations.

~~Detached accessory buildings not exceeding 120 square feet shall comply with all required setbacks and zoning regulations. Detached accessory buildings not exceeding 120 square feet of floor area may be finished with hardboard lap siding, vinyl lap siding, metal siding, metal panels, wood (painted) and/or masonry. Prefabricated molded plastic storage containers not exceeding 120 square feet in floor area are permitted.~~

(4) *Agricultural buildings*. Agricultural buildings, as defined in Minn. Stats. § 326B.103, subd. 3, shall require a zoning permit prior to the building being constructed or moved onto a property and shall comply with all other zoning regulations.

~~(5) Detached accessory buildings greater than 120 square feet in floor area shall require a building permit and comply with all applicable building codes and zoning regulations.~~

(~~6~~5) Accessory building height.

a. The height of detached accessory buildings shall not exceed 22 feet on parcels two acres (87,120 square feet) or greater in size.

b. The height of detached accessory buildings shall not exceed 16 feet on parcels less than two acres (87,120 square feet) in size. On parcels less than two acres, the height of side walls shall not exceed fourteen feet.

c. The height of attached accessory buildings shall not exceed the height of the principal structure.

d. A variance will be required to exceed the established height restrictions for accessory buildings. The variance shall be processed in accordance with the procedures established in section 117-53. Criteria governing consideration of a variance request to exceed height restrictions on accessory buildings shall include, but not be limited to the following:

1. Whether the variance will impair an adequate supply of light and air to adjacent property.
2. Whether the variance will have the effect of allowing a use that is prohibited in the applicable zoning district.
3. Whether the variance will impair established property values within the neighborhood.
4. Whether the increased height will be compatible with the principal building on the same parcel.
5. Whether the increased height will be compatible with existing development in the immediate neighborhood.
6. Whether the variance requested is the minimum variance necessary to accomplish the intended purpose of the applicant.

(~~7~~6) Architectural and exterior standards for accessory buildings:

a. Exterior building materials for detached accessory buildings not addressed by Minnesota State Building Code shall be generally consistent with the exterior finish of the principal building or finished with hardboard lap siding, vinyl lap siding, aluminum or metal siding, metal panels, textured wood (painted) and/or masonry. Prefabricated molded plastic storage sheds shall be permissible.

~~a.~~b. Gambrel roofs (barn style) are permitted.

~~b~~c. Where provided, accessory buildings with metal panel exterior finish must include the following:

1. If located in the front yard, shall include at least three of the following:
   (i) Minimum of three complimentary colors
   (ii) Minimum of 35 percent brick on front (street facing) façade.
   (iii) 100 percent vegetative screening. Use of vegetative screening shall require an agreement, recorded against the property with the Anoka County Recorder, specifying replacement standards, species, size of plantings, and other items as required by the zoning administrator.
   (iv) 10 percent window coverage on front (street facing) façade and common property lines.

~~c.~~(7) *Driveways*. ~~shall be required for doorway openings meeting or exceeding eight (8) feet wide by seven feet tall. All driveways must meet underlying zoning district standards in which the property is located, except that Class V shall be permitted as an extension of an existing driveway for the sole purpose of accessing a detached accessory structure if the existing driveway is in compliance with current zoning standards.~~

a. *Attached accessory buildings*. A driveway shall be required for all attached accessory buildings with a doorway opening meeting or exceeding eight (8) feet wide by seven (7) feet tall. The driveway must meet underlying zoning district standards in which the property is located.

b. *Detached accessory buildings*. A driveway is not required to service a detached accessory building unless said detached accessory building serves as the primary garage. If the

detached accessory building serves as the primary garage, a driveway shall be installed meeting the underlying zoning district standards in which the property is located.

1. If a detached accessory building does not serve as the primary garage, class V gravel shall be permitted as an extension of an existing driveway for the sole purpose of accessing the detached accessory building if the existing driveway is in compliance with current zoning standards.
2. If a driveway is not installed to service a detached accessory building, there shall be no off-street parking unless in accordance with City Code Section 117-355.

(8) Detached accessory buildings shall be prohibited from containing complete independent living facilities (accessory apartments), which would include permanent provisions for living, sleeping, eating, and sanitation. Independent living facilities shall be considered those which meet three or more of the criteria in subsection (6)d of this section and have provisions for separating the living space.

(9) Two-story accessory buildings shall be permitted on properties under the following conditions:

a. Within MUSA with the issuance of a conditional use permit in accordance with City Code section 117-51

b. Outside the MUSA on parcels less than two acres in size with the issuance of a conditional use permit in accordance with City Code section 117-51

c. Outside the MUSA on parcels two acres in size or greater.

(10) No part of an accessory building shall extend into a drainage and utility easement or any required setback.

(11) Any accessory building proposed to be within five feet, overhang to overhang, of the principal building shall either be made structurally a part of the principal building or the wall and soffit area of the accessory building that is within five feet of the principal building shall be constructed to a one-hour fire rating.

(12) Accessory building location.

a. On lots two acres (87,120 square feet) or greater in size, the detached accessory building may be located nearer the front property line than the principal building provided the following criteria are met:

1. The placement of the detached accessory building maintains compliance with the standard front yard structure setback requirement for the respective zoning district;
2. The exterior materials used on the detached accessory building match those of the principal building on the subject property unless otherwise provided for in this section;
3. The accessory building is designed with soffit, fascia and eave overhang; and
4. The accessory building does not exceed the height of the principal building or 22 feet, whichever is less.

b. On lots less than two acres (87,120 square feet) in size, the accessory building shall be located in the side or rear yard and shall not be located nearer the front property line than the principal building on that lot, unless a variance is obtained. This provision shall not apply to attached garages that maintain compliance with the applicable front yard setback requirement.

c. Front, side and rear yard accessory building setback requirements are outlined in section 117-111(d).

d. Detached accessory buildings may be located in the front (street facing) yard when located riparian lots in the wild and scenic, critical area, or shoreland overlay districts, provided the structure meets the underlying front yard setback and cannot exceed the height of the

principal structure. Detached accessory buildings located nearer the front property line than that of the principal structure must meet the same general design and materials as the principal structure.

(13) All accessory buildings, with the exception of attached garages, shall be included when calculating the maximum square footage of accessory building space allowed on a property. All accessory buildings, ~~including~~ excluding attached garages, shall be included when determining the total number of accessory buildings on a property.

(14) Accessory building size restrictions. Size restrictions and performance standards for accessory buildings in residential districts shall be as follows:

a. *R-1 Residential (MUSA).*

Parcel Size (sq. ft. and acres) (excl. road right-of-way)	Maximum Square Footage Allowed for Accessory Buildings[1]	Maximum # of Acc. Bldgs. Allowed ~~(includes primary garage)~~	Exterior Finish Permitted	Architectural Standards Required (for buildings regulated by MN State Building Code	Maximum Allowable Height in Feet (one story buildings permitted, two with CUP and 2 acres)
0—21,779 (0 to 0.5 acre)	10% of lot, or 1,500 square feet, whichever is smaller	2	Same general design and materials as home	Soffit, fascia, eave overhang to match home	16
21,780—43,559 (0.5 acre to 1 acre)	1,800	3	Same general design and materials as home	Soffit, fascia, eave overhang to match home	16
43,560—65,339 (1 acre to 1.49 acres)	2,200	3	Same general design and materials as home	Soffit, fascia, eave overhang to match home	16
65,340—87,119 (1.5 to 1.99 acres)	2,400	3	Same general design and materials as home	Soffit, fascia, eave overhang to match home	16

87,120—108,899 (2.0 to 2.49 acres)	2,400	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
108,900—152,459 (2.5-3.49 acres)	2,700	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
152,460—196,019 (3.5-4.49 acres)	3,000	4	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
196,020—239,579 (4.5-5.49 acres)	3,500	4	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
239,580—283,139 (5.5-6.49 acres)	3,900	4	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
283,140—326,699 (6.5-7.49 acres)	4,300	5	Same general design and materials as home or color	Soffit, fascia, eave overhang to match home	22 [3]

			compatible metal panels[2]		
326,700—370,259 (7.5-8.49 acres)	4,700	5	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
370,260—413,819 (8.5-9.49 acres)	5,100	5	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
413,820—435,599 (9.5 to 9.99 acres)	5,500	5	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
435,600—871,199 (10 to 19.99 acres)	6,000	6	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
871,200—1,742,399 (20 to 39.99 acres)	8,000	7	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]

1,472,400 plus (40 acres or more)	12,000	8	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]

[1] A portion of the square footage allowed for accessory buildings shall be utilized or reserved for a primary garage. The primary garage shall be at least 400 square feet in size.

[2] If the accessory building is closer to the front property line than the principal building, then the construction must have the same general design and materials as the home.

[3] If the accessory building is closer to the front property line than the principal building, then the height of the accessory building cannot exceed the height of the principal building or 22 feet, whichever is more restrictive.

b. *R-1 Residential (Rural Developing).*

Parcel Size (sq. ft. and acres) (excl. road right-of-way)	Maximum Square Footage Allowed for Accessory Buildings[1]	Maximum # of Acc. Bldgs. Allowed ~~(includes primary garage)~~	Exterior Finish Permitted	Architectural Standards Required (for buildings regulated by MN State Building Code)	Maximum Allowable Height in Feet (one story buildings permitted, two with CUP and 2 acres)
0—21,779 (0 to 0.5 acre)	10% of lot, or 1,500 square feet, whichever is smaller	2	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	16
21,780—43,559 (0.5 acre to 1 acre)	1,800	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	16

43,560—65,339 (1 acre to 1.49 acres)	2,200	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	16
65,340—87,119 (1.5 to 1.99 acres)	2,400	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	16
87,120—108,899 (2.0 to 2.49 acres)	2,400	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
108,900—152,459 (2.5-3.49 acres)	2,700	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
152,460—196,019 (3.5-4.49 acres)	3,000	4	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
196,020—239,579 (4.5-5.49 acres)	3,500	4	Same general design and materials as home or color	Soffit, fascia, eave overhang to match home	22 [3]

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435,600—871,199 (10 to 19.99 acres)	6,000	6	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
871,200—1,742,399 (20 to 39.99 acres)	8,000	7	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
1,472,400 plus (40 acres or more)	12,000	8	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]

[1] A portion of the square footage allowed for accessory buildings shall be utilized or reserved for a primary garage. The primary garage shall be at least 400 square feet in size.

[2] If the accessory building is closer to the front property line than the principal building, then the construction must have the same general design and materials as the home or with metal panels as outlined in this section.

[3] If the accessory building is closer to the front property line than the principal building, then the height of the accessory building cannot exceed the height of the principal building or 22 feet, whichever is more restrictive.

(Code 1978, § 9.11.02; Ord. No. 73-05, 5-21-1973; Ord. No. 74-08, 12-21-1974; Ord. No. 79-04, 4-8-1979; Ord. No. 87-4, 8-10-1987; Ord. No. 91-09, 6-30-1991; Ord. No. 91-17, 12-23-1991; Ord. No. 92-09, 7-13-1992; Ord. No. 97-15, 12-1-1997; Ord. No. 98-04, 4-13-1998; Ord. No. 99-05, 5-31-1999; Ord. No. 01-11; Ord. No. 03-30, 9-15-2003; Ord. No. 03-01, 3-7-2003; Ord. No. 05-12, 7-25-2005; Ord. No. 06-05, 3-28-2006; Ord. No. 08-18, § 2, 7-8-2008; Ord. No. 11-08, § 1, 6-14-2011)

Sec. 117-111. - R-1 Residential District.

(a) *Intent.* The intent of the R-1 Residential District is to accommodate single-family dwelling units on suitable land in the 2020 Metropolitan Urban Service Area (MUSA), rural developing, central rural reserve area, and rural preserve areas of the city. All newly created lots, except the remnant of a lot of record not less than five acres in size and located within the 2020 MUSA, shall be serviced by sanitary sewer and municipal water. All developing lots located within the rural preserve, rural developing and central rural preserve areas shall be served with individual septic systems and wells.

(b) *Permitted uses.*

(1) Single-family detached dwellings.

(2) Agriculture, excluding the raising of livestock, poultry, and fowl within the MUSA boundary unless compliance with chapter 10, Animals, can be maintained.

(3) Public parks, municipal fire station.

(4) Single-family/townhome units as part of a PUD located within the 2020 MUSA. PUDs shall be designed in accordance with R-2 residential performance standards established in section 117-112

(5) State-licensed group homes in accordance with state statutes.

(6) Licensed home daycares in accordance with state statute.

(7) Noncommercial horse boarding.

(8) Home occupations as permitted by section 117-351

(9) Accessory uses as permitted by section 117-349

(c) *Uses permitted by conditional use permit.*

(1) Religious institutions.

(2) Commercial horse boarding.

(3) Private dog kennels.

(4) Commercial dog kennels.

(5) Oversizing of accessory structure size.

(6) Two-story accessory buildings.

(7) Cemeteries.

(8) Essential services.

(9) Cell towers in Tower Overlay District.

(10) Commercial garden nurseries or greenhouses with buildings.

(11) Micro-scale WECS.

(d) *R-1 bulk standards.*

	MUSA	Rural Developing	Central Rural Reserve Area	Rural Preserve
Lot size	10,800 square feet	2.5 acres	10 acres	10 acres
Density	3 units per acre/4 units per acre with PUD (net)	1 unit per 2.5 acres (gross)	4 units per 40 acres (gross)	4 units per 40 acres (gross)
Lot width	80 feet/corner lot 90 feet	200 feet	200 feet	200 feet
Front yard setback	30 feet	40 feet	40 feet	40 feet
Side yard setback uninhabitable	6 feet	10 feet	10 feet	10 feet
Side yard setback habitable	10 feet	10 feet	10 feet	10 feet
Side yard setback for corner lots	30 feet	40 feet	40 feet	40 feet
Rear yard setback	30 feet	40 feet	40 feet	40 feet
Rear yard setback when adjoining a parcel zoned Park[3]	20 feet	NA	NA	NA
Major/minor arterial setback measured from the centerline of the road right-of-way	60 feet from right-of-way centerline plus the local applicable setback	60 feet from right-of-way centerline plus the local applicable setback	60 feet from right-of-way centerline plus the local applicable setback	60 feet from right-of-way centerline plus the local applicable setback

Service road setback	35 feet	35 feet	35 feet	35 feet
Maximum building height (measured from mean ground level to mean ground gable)	35 feet	35 feet	35 feet	35 feet
Minimum floor areas: (main floor)				
Rambler withgarage	912 square feet (main floor)	912 square feet (main floor)	912 square feet (main floor)	912 square feet (main floor)
Split level with garage	720 square feet (total of main living areas)	720 square feet (total of main living areas)	720 square feet (total of main living areas)	720 square feet (total of main living areas)
Two story with garage	720 square feet (main floor)	720 square feet (main floor)	720 square feet (main floor)	720 square feet (main floor)
Townhouse with garage	PUD Required	NA	NA	NA
	1 bedroom—700 square feet			
	2 bedrooms—800 square feet			
	3 bedrooms—960 square feet			
	Each additional bedroom 125 square feet			
Duplex dwelling	NA	NA	NA	NA

Twinhome dwelling	NA	NA	NA	NA
Multifamily dwelling	NA	NA	NA	NA
Maximum building lot coverage	35%	35%	35%	35%
Maximum driveway width at street[2]	30 feet; 24 feet on culs-de sac	30 feet; 24 feet on culs-de sac	30 feet; 24 feet on culs-de sac	30 feet; 24 feet on culs-de sac
Maximum number of driveways[2]	1 per street frontage	2	2	2
Side yard setback for driveways[2]	Bituminous or Concrete	Bituminous, Concrete, or Class V	Bituminous, Concrete, or Class V	Bituminous, Concrete, or Class V
Accessory structure setbacks:				
Front[1]	30 feet or same as principal structure, whichever is greater	40 feet or same as principal structure, whichever is greater	40 feet or same as principal structure, whichever is greater	40 feet or same as principal structure, whichever is greater
Rear	5 feet	5 feet	5 feet	5 feet
Side	6 feet	10 feet	10 feet	10 feet
Side Corner	30 feet	40 feet	40 feet	40 feet

[1] Refer to section 117-349 for additional front yard setback provisions for lots two acres and greater in size.

[2] A zoning permit is required to install any driveway that is not associated with work requiring a building permit.

[3] To be eligible for the reduced rear yard setback, the entire rear property line must adjoin the parcel zoned as park.

For lots located within the MUSA where adjacent structures existing as of July 1, 2002, have a different setback from that required herein, the front yard setback shall conform to the prevailing setback of adjacent structures. If adjacent structures have different setbacks from one another, the minimum front yard shall be the average of the two adjacent structures.

(e) *Development eligibility within the rural developing, central rural preserve and rural preserve areas.* When a parcel's acreage is not evenly divisible by ten allowing for a pro rata density of four units per 40 acres, an additional lot may be developed only if the size of the fractional parcel is at least 75 percent of that required for a single or an additional lot. Eligible units per lot are as follows:

Lot Size	Eligible Units
7.5 to 17.49 acres	1
17.5 to 27.49 acres	2
27.5 to 37.49 acres	3
37.5 to 40.0 acres	4

(f) *Resubdivision plans.* All new development proposals in the rural developing area must prepare a resubdivision plan in accordance with article III of this chapter. This plan shall demonstrate how the subject property might be re-subdivided in the future, when and if urban services are brought to the property. The resubdivision plan should be used to help guide the design of the plat itself. The plan must include the following information:

(1) Potential future lots, including the location of house pads.

(2) Potential future streets, particularly future connections to existing streets on adjacent parcels.

(3) Potential greenway or open space areas.

(4) Other information as required by the city council.

(g) *General R-1 residential performance standards.*

(1) *Fences.*

a. *Height.* Fencing or walls (except retaining walls) located in the required front yard setback shall not exceed four feet in height except for "ornamental fences" as defined in section 117-1. Fencing or walls located in the side or rear yard shall not exceed eight (8) feet in height. ~~A building permit is required for any fence that is greater than six feet in height.~~ A zoning permit is required for all fences that are ~~six feet or less in height.~~not addressed by the Minnesota State Building Code.

b. *Materials and construction.* Fences shall be constructed in a workmanlike manner and of substantial material reasonably suited for its intended purpose. Fencing material shall consist only of wood, chain link, wrought iron, maintenance free vinyl, aluminum, or steel. Any other material must be approved by the zoning administrator prior to installation.

1. No boards, planks, or panels shall be larger than 12 inches in width.
2. Link fences shall be constructed such that no barbed ends shall be at the top.
   (i) Agricultural uses.
      A. Fences may be constructed of barbless wire or have the capability to carry an electric charge to accommodate agricultural activities and the raising of livestock and animals as defined by chapter 10, Animals. Lots of record as of July 1, 2002, within the MUSA that are currently used for agricultural activities or the raising of livestock and animals also qualify under this provision.
      B. Electric fences must be set back a minimum of three feet from property lines and must be posted as being electric.
      C. A sketch drawing shall be submitted to the city showing the proposed location of an electric fence.
3. Fence framing must face inward on the fence owner's lot.

c. *Location.* Fencing must be located 100 percent on the fence owner's lot and it is the responsibility of the fence owner to accurately locate property boundaries.

1. For corner lots, no fence shall be located within the vision clearance triangle as described in section 117-348
2. The zoning administrator may require the owner of the property upon which a fence will be constructed to establish the boundary lines of the property by a survey thereof to be made by any registered land surveyor.

(2) *Garbage receptacle storage.* Outdoor garbage receptacles serving multifamily units must be in either the rear or side yard and must be screened from public view and adjacent lots.

(3) *Lot landscaping.*

a. *Number of plantings.* The minimum number of overstory trees on any given lot shall be as required below:

Required planting types	Required number of plantings
Overstory deciduous/coniferous trees	2 trees per dwelling unit

b. *Minimum size of plantings.* Required trees shall be of the following minimum planting size:

Planting Type	Size
Deciduous trees	1-inch diameter as measured six inches above ground
Coniferous trees	5 feet in height

c. *Planting types.* Acceptable plantings shall be determined by the city planting schedule. The compliment of trees fulfilling the landscaping requirements shall not be less than 25 percent deciduous and not less than 25 percent coniferous.

(4) *Lighting.* Lighting used to illuminate an off-street parking area, sign or structure, shall be arranged to deflect light away from adjacent residential districts or public streets. Bulbs emitting in excess of 3,000 lumens (150 watts) shall be directed so that the bulb is not visible from off the property where the light source is located.

(5) *Exterior building materials.* The type of building materials used on exterior walls on all structures in the R-1 Residential District shall be face brick, natural stone, stucco, aluminum, steel, or vinyl siding, wood, masonite products or other compatible residential materials that may be approved by the city.

(Code 1978, § 9.20.11; Ord. No. 73-9, 6-1-1973; Ord. No. 79-5, 7-1-1979; Ord. No. 79-15, 2-24-1980; Ord. No. 86-2, 8-25-1986; Ord. No. 89-33, 1-29-1990; Ord. No. 96-17, 10-28-1996; Ord. No. 96-23, 1-13-1997; Ord. No. 99-19, 1-17-2000; Ord. No. 02-17, 7-15-2002; Ord. No. 03-21, 8-25-2003; Ord. No. 04-10, 5-17-2004; Ord. No. 04-43, 12-27-2004; Ord. No. 05-03, 4-4-2005; Ord. No. 05-12, 7-25-2005; Ord. No. 05-24, 11-7-2005; Ord. No. 07-05, § 2, 2-13-2007; Ord. No. 09-06, § 2, 4-28-2009; Ord. No. 09-12, § 2, 9-8-2009; Ord. No. 11-01, § 1, 2-8-2011)

State law reference— Permitted single-family uses, Minn. Stats. § 462.357, subd. 7.













5.04: Public Hearing: Consider Ordinance #15-06 to Amend City Code Sections 117-111 (R-1 Residential District) and 117-349 (Accessory Uses and Buildings)

Public Hearing

Chairperson Levine called the public hearing to order at 7:53 p.m.

Presentation

City Planner Anderson presented the staff report stating on January 24th of this year, the 2015 Minnesota State Building Code (MSBC) went into effect. There were several code changes that occurred within the 2015 MSBC that are prompting this proposed Ordinance Amendment. Specifically, the thresholds triggering a building permit for detached accessory buildings and fences have increased and thus, the standards within Zoning Code need to be updated to ensure that there is not contradictory language between the two codes. The proposed amendments are to City Code Sections 117-111 (R-1 Residential District) and 117-349 (Accessory Uses and Buildings). Staff reviewed the matter further and recommended adoption of Ordinance #15-06.

Citizen Input

Chairperson Levine inquired if a detached accessory structure would require a driveway.

City Planner Anderson stated this would not be required as proposed within the Ordinance.

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

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

Chairperson Levine closed the public hearing closed at 8:02 p.m.

Commission Business

Commissioner Bauer supported staff's recommendation regarding the reduced need for impervious surface. He believed the code was forward thinking.

Commissioner VanScoy asked if a primary detached garage was addressed in the proposed code.

City Planner Anderson stated it was uncommon for new construction homes to have a detached primary garage on the property. He explained he could add language to address this concern noting a driveway would be required.

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to recommend that City Council adopt Ordinance #15-06 as amended.

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

DRAFT

ORDINANCE #15-06
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

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

AN ORDINANCE AMENDING SECTIONS 117-111 (R-1 RESIDENTIAL DISTRICT) AND 117-349 (ACCESSORY USES AND BUILDINGS) OF THE RAMSEY CITY CODE.

The City of Ramsey Ordains:

SECTION 1 AUTHORITY

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

SECTION 2 AMENDMENTS

Section 117-111 Subsection (g) (1) a. is amended to read as follows:

a. *Height.* Fencing or walls (except retaining walls) located in the required front yard setback shall not exceed four feet in height except for "ornamental fences" as defined in section 117-1. Fencing or walls located in the side or rear yard shall not exceed eight (8) feet in height. A zoning permit is required for all fences that are not addressed by the Minnesota State Building Code.

Section 117-349 Subsection (d) a. is amended to read as follows:

(d) *Accessory buildings.*

(1) *Future re-subdivision.* Any proposed accessory building should be located on the parcel of land so as to allow for orderly future re-subdivision of a parcel on which the building is to be located.

(2) *Principal building required*. No accessory building shall be constructed on any lot prior to the time of construction of the principal building.

(3) *Permits.* A permit is required prior to constructing or moving an accessory building on to a property.

a. Zoning Permit. Detached accessory buildings not addressed by Minnesota State Building Code shall require the issuance of a zoning permit prior to the building being constructed or moved onto a property and shall comply with all required setbacks and zoning regulations.

b. Building Permit. Detached accessory buildings addressed by Minnesota State Building Code shall require the issuance of a building permit prior to being constructed or

moved onto a property and shall comply with all applicable building codes and zoning regulations.

(4) *Agricultural buildings.* Agricultural buildings, as defined in Minn. Stats. § 326B.103, subd. 3, shall require a zoning permit prior to the building being constructed or moved onto a property and shall comply with all other zoning regulations.

(5) Accessory building height.

a. The height of detached accessory buildings shall not exceed 22 feet on parcels two acres (87,120 square feet) or greater in size.

b. The height of detached accessory buildings shall not exceed 16 feet on parcels less than two acres (87,120 square feet) in size. On parcels less than two acres, the height of side walls shall not exceed fourteen feet.

c. The height of attached accessory buildings shall not exceed the height of the principal structure.

d. A variance will be required to exceed the established height restrictions for accessory buildings. The variance shall be processed in accordance with the procedures established in section 117-53. Criteria governing consideration of a variance request to exceed height restrictions on accessory buildings shall include, but not be limited to the following:

1. Whether the variance will impair an adequate supply of light and air to adjacent property.

2. Whether the variance will have the effect of allowing a use that is prohibited in the applicable zoning district.

3. Whether the variance will impair established property values within the neighborhood.

4. Whether the increased height will be compatible with the principal building on the same parcel.

5. Whether the increased height will be compatible with existing development in the immediate neighborhood.

6. Whether the variance requested is the minimum variance necessary to accomplish the intended purpose of the applicant.

(6) Architectural and exterior standards for accessory buildings:

a. Exterior building materials for detached accessory buildings not addressed by Minnesota State Building Code shall be generally consistent with the exterior finish of the principal building or finished with hardboard lap siding, vinyl lap siding, aluminum or metal siding, metal panels, textured wood (painted) and/or masonry. Prefabricated molded plastic storage sheds shall be permissible.

b. Gambrel roofs (barn style) are permitted.

c. Where provided, accessory buildings with metal panel exterior finish must include the following:

1. If located in the front yard, shall include at least three of the following:

   (i) Minimum of three complimentary colors

   (ii) Minimum of 35 percent brick on front (street facing) façade.

   (iii) 100 percent vegetative screening. Use of vegetative screening shall require an agreement, recorded against the property with the Anoka County Recorder, specifying replacement standards, species, size of plantings, and other items as required by the zoning administrator.

   (iv) 10 percent window coverage on front (street facing) façade and common property lines.

(7) *Driveways.*

a. *Attached accessory buildings*. A driveway shall be required for all attached accessory buildings with a doorway opening meeting or exceeding eight (8) feet wide by seven (7) feet tall. The driveway must meet underlying zoning district standards in which the property is located.

b. *Detached accessory buildings*. A driveway is not required to service a detached accessory building unless said detached accessory building serves as the primary garage. If the detached accessory building serves as the primary garage, a driveway shall be installed meeting the underlying zoning district standards in which the property is located.

1. If a detached accessory building does not serve as the primary garage, class V gravel shall be permitted as an extension of an existing driveway for the sole purpose of accessing the detached accessory building if the existing driveway is in compliance with current zoning standards.

2. If a driveway is not installed to service a detached accessory building, there shall be no off-street parking unless in accordance with City Code Section 117-355.

(8) Detached accessory buildings shall be prohibited from containing complete independent living facilities (accessory apartments), which would include permanent provisions for living, sleeping, eating, and sanitation. Independent living facilities shall be considered those which meet three or more of the criteria in subsection (6)d of this section and have provisions for separating the living space.

(9) Two-story accessory buildings shall be permitted on properties under the following conditions:

a. Within MUSA with the issuance of a conditional use permit in accordance with City Code section 117-51.

b. Outside the MUSA on parcels less than two acres in size with the issuance of a conditional use permit in accordance with City Code section 117-51.

c. Outside the MUSA on parcels two acres in size or greater.

(10) No part of an accessory building shall extend into a drainage and utility easement or any required setback.

(11) Any accessory building proposed to be within five feet, overhang to overhang, of the principal building shall either be made structurally a part of the principal building or the wall and soffit area of the accessory building that is within five feet of the principal building shall be constructed to a one-hour fire rating.

(12) Accessory building location.

a. On lots two acres (87,120 square feet) or greater in size, the detached accessory building may be located nearer the front property line than the principal building provided the following criteria are met:

1. The placement of the detached accessory building maintains compliance with the standard front yard structure setback requirement for the respective zoning district;

2. The exterior materials used on the detached accessory building match those of the principal building on the subject property unless otherwise provided for in this section;

3. The accessory building is designed with soffit, fascia and eave overhang; and

4. The accessory building does not exceed the height of the principal building or 22 feet, whichever is less.

b. On lots less than two acres (87,120 square feet) in size, the accessory building shall be located in the side or rear yard and shall not be located nearer the front property line than the principal building on that lot, unless a variance is obtained. This provision shall not apply to attached garages that maintain compliance with the applicable front yard setback requirement.

c. Front, side and rear yard accessory building setback requirements are outlined in section 117-111(d).

d. Detached accessory buildings may be located in the front (street facing) yard when located riparian lots in the wild and scenic, critical area, or shoreland overlay districts, provided the structure meets the underlying front yard setback and cannot exceed the height of the principal structure. Detached accessory buildings located nearer the front property line than that of the principal structure must meet the same general design and materials as the principal structure.

(13) All accessory buildings, with the exception of attached garages, shall be included when calculating the maximum square footage of accessory building space allowed on a property. All accessory buildings, excluding attached garages, shall be included when determining the total number of accessory buildings on a property.

(14) Accessory building size restrictions. Size restrictions and performance standards for accessory buildings in residential districts shall be as follows:

a. *R-1 Residential (MUSA).*

Parcel Size (sq. ft. and acres) (excl. road right-of-way)	Maximum Square Footage Allowed for Accessory Buildings[1]	Maximum # of Acc. Bldgs. Allowed	Exterior Finish Permitted	Architectural Standards Required (for buildings regulated by MN State Building Code	Maximum Allowable Height in Feet (one story buildings permitted, two with CUP and 2 acres)
0—21,779 (0 to 0.5 acre)	10% of lot, or 1,500 square feet, whichever is smaller	2	Same general design and materials as home	Soffit, fascia, eave overhang to match home	16
21,780—43,559 (0.5 acre to 1 acre)	1,800	3	Same general design and materials as home	Soffit, fascia, eave overhang to match home	16
43,560—65,339 (1 acre to 1.49 acres)	2,200	3	Same general design and materials as home	Soffit, fascia, eave overhang to match home	16
65,340—87,119 (1.5 to 1.99 acres)	2,400	3	Same general design and materials as home	Soffit, fascia, eave overhang to match home	16
87,120—108,899 (2.0 to 2.49 acres)	2,400	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]

108,900—152,459 (2.5-3.49 acres)	2,700	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
152,460—196,019 (3.5-4.49 acres)	3,000	4	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
196,020—239,579 (4.5-5.49 acres)	3,500	4	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
239,580—283,139 (5.5-6.49 acres)	3,900	4	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
283,140—326,699 (6.5-7.49 acres)	4,300	5	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
326,700—370,259 (7.5-8.49 acres)	4,700	5	Same general design and materials as home or color	Soffit, fascia, eave overhang to match home	22 [3]

			compatible metal panels[2]		
370,260—413,819 (8.5-9.49 acres)	5,100	5	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
413,820—435,599 (9.5 to 9.99 acres)	5,500	5	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
435,600—871,199 (10 to 19.99 acres)	6,000	6	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
871,200—1,742,399 (20 to 39.99 acres)	8,000	7	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
1,472,400 plus (40 acres or more)	12,000	8	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]

[1] A portion of the square footage allowed for accessory buildings shall be utilized or reserved for a primary garage. The primary garage shall be at least 400 square feet in size.

[2] If the accessory building is closer to the front property line than the principal building, then the construction must have the same general design and materials as the home.

[3] If the accessory building is closer to the front property line than the principal building, then the height of the accessory building cannot exceed the height of the principal building or 22 feet, whichever is more restrictive.

b. *R-1 Residential (Rural Developing).*

Parcel Size (sq. ft. and acres) (excl. road right-of-way)	Maximum Square Footage Allowed for Accessory Buildings[1]	Maximum # of Acc. Bldgs. Allowed	Exterior Finish Permitted	Architectural Standards Required (for buildings regulated by MN State Building Code)	Maximum Allowable Height in Feet (one story buildings permitted, two with CUP and 2 acres)
0—21,779 (0 to 0.5 acre)	10% of lot, or 1,500 square feet, whichever is smaller	2	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	16
21,780—43,559 (0.5 acre to 1 acre)	1,800	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	16
43,560—65,339 (1 acre to 1.49 acres)	2,200	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	16

65,340—87,119 (1.5 to 1.99 acres)	2,400	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	16
87,120—108,899 (2.0 to 2.49 acres)	2,400	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
108,900—152,459 (2.5-3.49 acres)	2,700	3	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
152,460—196,019 (3.5-4.49 acres)	3,000	4	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
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871,200—1,742,399 (20 to 39.99 acres)	8,000	7	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]
1,472,400 plus (40 acres or more)	12,000	8	Same general design and materials as home or color compatible metal panels[2]	Soffit, fascia, eave overhang to match home	22 [3]

[1] A portion of the square footage allowed for accessory buildings shall be utilized or reserved for a primary garage. The primary garage shall be at least 400 square feet in size.

[2] If the accessory building is closer to the front property line than the principal building, then the construction must have the same general design and materials as the home or with metal panels as outlined in this section.

[3] If the accessory building is closer to the front property line than the principal building, then the height of the accessory building cannot exceed the height of the principal building or 22 feet, whichever is more restrictive.

SECTION 3. SUMMARY

The following is the official summary of Ordinance #15-06, 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 #15-06 to amend Ramsey, Minnesota City Code Sections 117-111 and 117-349 to:

- Clarify fences not addressed by Minnesota State Building Code require a zoning permit.
- Clarify accessory buildings not addressed by Minnesota State Building Code require a zoning permit.
- Eliminate the requirement for a driveway for detached accessory buildings, unless it serves as the primary garage, but clarify that off-street parking must still be in compliance with Section 117-355.
- Clarify that the primary garage is not included when determining the maximum number of allowable accessory buildings on a property.

- Clarify that the required architectural standards (soffit, fascia, and eave overhangs) are only required on accessory buildings addressed by Minnesota State Building Code.

SECTION 4. EFFECTIVE DATE

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

Adopted by the Ramsey City Council the 24th day of February, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

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

CC Regular Session **7. 8.**

Meeting Date: 03/24/2015

By: Tim Gladhill, Community Development

Information

Title:

Introduce Ordinance #15-07 Amending City Code Section 117-428 Entitled Towers

Purpose/Background:

Much of the information pertaining to this case is found in the attached documents. Please read all attachments for full context.

The purpose of this case is to introduce Ordinance #15-07 as requested by Connexus Energy. The intent of Ordinance #15-07 is to amend City Code Section 117-428 entitled Towers to increase the maximum height of communications towers to 199 feet for entities providing Stage I and Stage II Improvements. Said improvements are required by City Code and represent basic utility services provided to Ramsey residents such as gas, electric, land-line telephones, streets, water, sanitary sewer, etc. The current height limitation for communications towers is 100 feet in all districts.

The current language of City Code was amended in 2008 to addresses an increase in the number of mobile phone provider towers within the community. The Ordinance #15-07 is intended to address direction provided by the Planning Commission to address safety needs of core utility providers. Staff has clarified this to be interpreted as a City-Required Stage I or Stage II Improvement.

The Ordinance #15-07 has been requested by Connexus Energy, who is proposing a 199 foot communications tower at their headquarters located at 14601 Ramsey Boulevard NW in Ramsey.

Notification:

The Notice of Public Hearing was published in the Anoka County UnionHerald.

Additionally, Staff attempted to notify all Property Owners within 350 feet of 14601 Ramsey Blvd NW of the Public Hearing related to the requested Conditional Use Permit. The request for Conditional Use Permit is processed as a separate case.

Observations/Alternatives:

The City last updated the Tower Ordinance in 2008 in response to a request for a 165 foot communications tower in Alpine Park. The policy direction of the City Council at that time was to limit the height of all communications towers to 100 feet. The policy direction meant that the City was comfortable in potentially seeing additional shorter towers in lieu of allowing fewer, yet relatively taller towers. The report drafted in 2008 is attached for review.

Towers are generally regulated by the Federal Telecommunications Act. In summary, said act prevents local governments from completely eliminating all possible locations for siting of said towers, but does provide for local government units to provide reasonable design, location, and other bulk standards. The act ensures that there is adequate cellular coverage across the nation. Over the past decade, the utilization of cellular phones has increased dramatically, with a majority of residents utilizing said services. With the number of residents utilizing said technology, it is also important from a public safety perspective to have adequate coverage.

Ordinance #15-07 still maintains the 100 foot limit for most towers as currently prescribed by the current City Code and acknowledges the Planning Commission direction from January 8, 2015. The Ordinance will essentially create an exemption from those core utility services<u>that are required of all Ramsey development</u>.

Alternatives

Alternative #1. Introduce Ordinance #15-07. This will start the process to allowing certain communications towers as defined in the ordinance to be a maximum height of 199 feet.

Alternative #2. Deny Ordinance #15-07. This would retain the current height limitation of 100 feet.

Funding Source:

The Applicant is responsible for all costs with processing the Application.

Recommendation:

The Planning Commission recommends that the City adopt Ordinance #15-07. Minor recommended language amendments to Ordinance #15-07 has been incorporated into the ordinance.

Additionally, by separate ordinance, the Planning Commission requested that the City Council reconsider the limitation of 100 feet in commercial and industrial districts. The Planning Commission supports this height limitation in residential districts and parks; however, stated a desire to allow taller towers in the commercial and industrial districts.

Action:

Motion to introduce Ordinance #15-07.

Attachments

Redlined Text
Ordinance #15-07
Planning Commission Minutes dated July 10, 2008
City Council Minutes dated July 22, 2008
City Council Minutes dated August 12, 2008
Tower Overlay District
Code Comparison Table
Presentation Provided in 2008
Planning Commission Agenda Item dated July 10, 2008

Form Review

Inbox	Reviewed By	Date
Tim Gladhill (Originator)	Tim Gladhill	03/19/2015 08:22 AM
Kurt Ulrich	Kurt Ulrich	03/19/2015 09:30 AM
Form Started By: Tim Gladhill		Started On: 03/19/2015 08:14 AM
Final Approval Date: 03/19/2015		

Sec. 117-428. - Towers.

(a) *Purpose.* In order to accommodate the communication needs of residents and business while protecting the public health, safety, and general welfare of the community, the council finds that these regulations are necessary in order to:

(1) Facilitate the provision of wireless telecommunication services to the residents and businesses of the city;

(2) Minimize adverse visual effects of towers through careful design and siting standards;

(3) Avoid potential damage to adjacent properties from tower failure through structural standards and setback requirements; and

(4) Maximize the use of existing and approved towers and buildings to accommodate new wireless telecommunication antennas in order to reduce the number of towers needed to serve the community.

(b) *Towers in residential zoning districts.* Construction of towers to support commercial antennas that conform to all applicable provisions of this Code may be allowed only the following locations:

(1) Parcels within the Tower Overlay District as shown on the official zoning map.

(2) All church, government, school, utility, and institutional sites

(3) If the proposed tower is to be located within a residential district, documentation must be included in the application that demonstrates that the tower cannot be reasonably located within a commercial, industrial, or public/quasi-public zoning district.

(c) *Towers in Town Center and Critical River Overlay Zoning Districts.* Construction of towers to support commercial antennas shall not be allowed in Town Center and Critical River Overlay Zoning Districts, except that antennas may be attached to existing structures provided the antenna does not extend more than 20 feet above the highest point of the structure or tower.

(d) *Towers in the H-1 Highway 10 Business District.* Construction of towers to support commercial antennas shall not be allowed in the H-1 Highway 10 Business District. Antennas may not be constructed on existing structures in the H-1 District.

(e) *Use of city-owned land for wireless telecommunication antennas and towers.*

(1) *Priority of users.*

a. The city;

b. Public safety agencies, including law enforcement, fire, and ambulance services, which are not part of the city and private entities with a public safety agreement with the city;

c. Other governmental agencies, for uses which are not related to public safety; and

d. Entities providing licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, and similar services that are marketed to the general public.

(2) *Minimum requirements.*

a. The user must obtain a lease from the city, which shall take the following criteria into consideration:

1. The antennas or tower will not interfere with the purpose for which the city owned property is intended;

2. The antennas or tower will have no adverse impact on surrounding private property;

3. The applicant is willing to obtain adequate liability insurance and commit to a lease agreement which includes equitable compensation for the use of public land and other necessary provisions and safeguards. The fees shall be established by the city council after considering comparable rates in other cities, potential expenses, risks to the city, and other appropriate factors;

4. The antennas or tower will not interfere with other users who have a higher priority as discussed in subsection (e)(1) of this section;

5. Upon reasonable notice, the antennas or tower may be required to be removed at the user's expense;

6. The applicant must reimburse the city for any costs which it incurs because of the presence of the applicant's antennas or towers; and

b. The user must obtain all necessary land use approvals, including a conditional use permit from the city.

(3) *Special requirements.* The use of certain city-owned property, such as water tower sites and parks, for wireless telecommunication antennas or towers brings with it special concerns due to the unique nature of these sites. The placement of wireless telecommunication antennas or towers on these special city-owned sites will be allowed only when the following additional requirements are met:

a. *Water tower sites.* The city's water tower represents a large public investment in water pressure stabilization and peak capacity reserves. Protection of the quality of the city's water supply is of prime importance to the city. As access to the city's water storage system increases, so too increases the potential for contamination of the public water supply. For these reasons, the placement of wireless telecommunication antennas or towers on existing or future water tower sites will be allowed only when the city is fully satisfied that the following requirements are met:

1. The applicant's access to the facility will not increase the risks of contamination to the city's water supply;

2. There is sufficient room on the structure and/or on the grounds to accommodate the applicant's facility;

3. The presence of the facility will not increase the water tower maintenance costs to the city; and

4. The presence of the facility will not unreasonably interfere with maintaining the water tower.

b. *Parks.* Wireless telecommunication antennas will be considered only in parks on existing structures after the recommendation of the park and recreation commission and approval of the city council. Antennas may extend a maximum on 20 feet above existing structures. In addition, antennas are not permitted in those parks that have been titled to the plat in which they were dedicated or have restrictive covenants prohibiting any use except park and recreation use.

(4) *Application process.* All applicants who wish to locate a wireless telecommunication antenna or tower on city-owned property must submit to the city administrator, or his designee, a completed application and detailed plan that complies with the submittal requirements of the zoning ordinance along with other pertinent information requested by the city.

(5) *Termination.* The city council may terminate any lease if it determines that any one of the following conditions exists:

a. A potential user with a higher priority cannot find another adequate location and the potential use would be incompatible with the existing use;

b. A user's frequency broadcast unreasonably interferes with other users of a higher priority, regardless of whether or not this interference was adequately predicted in the technical analysis; or

c. A user violates any of the standards in this policy or the conditions attached to the city's permission.

Before taking action, the city will provide 30 days' notice to the user of the intended termination and the reasons for it, and provide an opportunity for the user to address the city council regarding the proposed action. This procedure need not be followed in emergency situations.

(6) *Reservation of right.* Notwithstanding the above, the city council reserves the right to deny, for any reason, the use of any or all city-owned property by any one or all applicants.

(7) *Use of revenue.* All revenue generated through the lease of city-owned property for wireless telecommunication towers and antennas shall be made payable to the city and transmitted to the city's department of finance. Revenue shall be credited to the specific operating activity using the land upon which the wireless telecommunication towers and antennas are located:

a. To the water utility fund when located on water utility property;

b. To the park improvement fund if located on park or open space land;

c. Any revenues not meeting the above criteria shall be applied as general revenues of the general fund.

(f) *Collocation requirements.* All commercial wireless telecommunication towers erected, constructed, or located within the city shall comply with the following requirements:

(1) A proposal for a new commercial wireless telecommunication service tower shall not be approved unless the city council finds that the telecommunications equipment planned for the proposed tower cannot be accommodated on an existing or approved tower or building within a one-mile search radius of the proposed tower due to one or more of the following reasons:

a. The planned equipment would exceed the structural capacity of the existing or approved tower or building, as documented by a qualified and licensed professional engineer, and the existing or approved tower cannot be reinforced, modified, or replaced to accommodate planned or equivalent equipment at a reasonable cost.

b. The planned equipment would cause interference materially impacting the usability of other existing or planned equipment at the tower or building as documented by a qualified professional and the interference cannot be prevented at a reasonable cost.

c. Existing or approved towers and buildings within the search radius cannot accommodate the planned equipment at a height necessary to function reasonably as documented by a professional engineer.

d. In spite of its best efforts, within 60 days, the applicant was unable to obtain approval to collocate on an existing or approved tower or building.

e. Other reasons that make it impractical to locate the planned telecommunications equipment upon an existing or approved tower or building.

(2) Shared use of existing communications towers shall be preferred to the construction of a new tower. Any proposed commercial wireless telecommunication service tower shall be designed structurally, electrically, and in all respects, to accommodate both the applicant's antennas and comparable antennas for at least two additional users.

(g) *Tower construction requirements.* All towers erected, constructed, or located within the city, and all wiring therefor, shall comply with the requirements set forth in chapter 105

(h) *Tower and antenna design requirements.* Proposed or modified towers and antennas shall meet the following design requirements:

(1) Towers and antennas shall be designed to blend into the surrounding environment through the use of color and design, except in instances where the color is dictated by federal or state authorities such as the Federal Aviation Administration. Tower architectural standards are subject to final city council approval.

(2) Commercial wireless telecommunication service towers shall be of a monopole design unless the city council determines that an alternative design is preferred in cases where structural or design considerations, neighborhood compatibility, location availability, or the number of potential collocations warrants this consideration.

(3) All towers must be designed so that the tower site and setbacks will contain guyed wires, debris, and the tower in the event of a collapse, except towers of monopole design.

(i) *Tower bulk standards.* Towers shall conform with each of the following requirements:

(1) No part of any communication antenna or tower, equipment, guyed wires, or braces shall at any time extend across or over any part of the public right-of-way, public street, highway, sidewalk, or recreation trail.

(2) In business and industrial zoning districts, towers shall meet the setbacks of the underlying zoning district with the exception of industrial zoning districts, where towers may encroach into the side or rear setback area, provided that the side or rear property line abuts another nonresidential zoned property and the tower does not encroach upon any easements. When adjacent to a residential district, the tower must meet the setback equal to the height of the tower plus ten feet or the setbacks of the underlying zoning district, whichever is greater.

(3) Towers constructed within the Tower Overlay and Public/Quasi-Public Zoning Districts shall maintain a minimum setback equal to the height of the tower plus ten feet from any lot line.

(4) Towers shall not be located between a principal structure and a public street, with the following exceptions:

a. In industrial zoning districts, towers may be placed within a side yard abutting an internal industrial street.

b. On sites adjacent to public streets on all sides, towers may be placed within a side yard abutting a local street.

(5) The setback shall be measured between the base of the tower located nearest the property line and the actual property line.

(6) A tower's setback may be reduced or its location in relation to a public street varied, at the sole discretion of the city council, to allow the integration of a tower into an existing or proposed structure such as a church steeple, light standard, power line support device, or similar structure.

(7) The height of a communication tower shall not exceed 100 feet~~.~~ with the following exceptions:

a. *City Required Stage I and Stage II Improvement Providers.* In recognition of the needs of providers of services and infrastructure required by the City as Stage I and Stage II Improvements as defined in City Code Section 117-615 (Construction of Improvements) that provide basic services to the community, utility providers of these improvements may construct a tower not to exceed 199 feet in commercial and industrial districts, with no additional height allowances granted. No part of any tower, including antennas, may exceed 199 feet.

(8) Multi-user towers may exceed the height requirements as stated in this section by up to an additional 20 feet provided that two additional users, as stated in subsection (f) of this section, have collocated their antennas on the monopole structure. A tower extension requires an amended conditional use permit.

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(9) The city council may increase the height of a tower if the applicant is able to demonstrate to the satisfaction of the city council that the surrounding topography, structures, vegetation, and other factors make the height limit for a complying tower impractical.

(j) *Tower lighting.* Towers shall not be illuminated by artificial means and shall not display strobe lights unless such lighting is specifically required by the Federal Aviation Administration or other federal or state authority for a particular tower, or if required by the city council for safety reasons. When incorporated into the approved design of the tower, light fixtures used to illuminate ball fields, parking lots, or similar areas may be attached to the tower.

(k) *Signs and advertising.* The use of any portion of a tower for signs other than warning or equipment information signs is prohibited.

(l) *Accessory utility buildings.* All utility buildings and structures accessory to a tower shall be architecturally designed to blend in with the surrounding environment and shall meet the minimum setback requirements of the underlying zoning district. Ground-mounted equipment shall be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and complements the architectural character of the surrounding neighborhood, as determined by the city council.

(m) *Abandoned or unused towers or portions of towers.* Abandoned or unused towers or portions of towers shall be removed as follows:

(1) All abandoned or unused towers and associated facilities shall be removed within 12 months of the cessation of operations at the site unless a time extension is approved by the city council. A copy of the relevant portions of a signed lease which requires the applicant to remove the tower and associated facilities upon cessation of operations at the site shall be submitted at the time of application.

(2) Unused portions of towers above a manufactured connection shall be removed within 12 months of the time of antenna relocation. The replacement of portions of a tower previously removed requires the issuance of a new conditional use permit.

(n) *Antennas on roofs, walls and existing towers.*

(1) The placement of wireless telecommunication antennas on roofs, walls, and existing towers, utility poles and structures is permitted in any district, regardless of parcel size, provided the antenna does not extend more than 20 feet above the highest point of the structure or tower. The placement of wireless telecommunications antennas on roofs, walls, and existing towers or structures may be approved by the city engineer, provided the antennas meet the requirements of this Code, after submittal of a final site and building plan as specified by chapter 105, Buildings and Building Regulations, and a report prepared by a qualified and licensed professional engineer indicating the existing structure or tower's suitability to accept the antenna, and the proposed method of affixing the antenna to the structure. Complete details of all fixtures and couplings, and the precise point of attachment shall be indicated.

(2) The replacement of an existing light pole or lighting standard in order to accommodate the placement of an antenna thereon shall be approved by issuance of a building permit based upon administrative review.

(o) *Interference with public safety telecommunications.* No new or existing telecommunications service shall interfere with public safety telecommunications, in accordance with the rules and regulations of the Federal Communications Commission. Before the introduction of new service or changes in existing service, telecommunication providers shall notify the city at least ten calendar days in advance of such changes and allow the city to monitor interference levels during the testing process.

(p) *Additional submittal requirements.* In addition to the information required elsewhere in this Code, development applications for towers shall include the following supplemental information:

(1) A report from a qualified and licensed professional engineer which:

a. Describes the tower height and design including a cross section and elevation;

b. Documents the height above grade for all potential mounting positions for collocated antennas and the minimum separation distances between antennas;

c. Describes the tower's capacity, including the number and type of antennas that it can accommodate; and

d. Includes other information necessary to evaluate the request.

(2) For all commercial wireless telecommunication service towers, a letter of intent committing the tower owner and his successors to allow the shared use of the tower if an additional user agrees in writing to meet reasonable terms and conditions for shared use.

(3) Before the issuance of a building permit, the following supplemental information shall be submitted:

a. Affirmation that the proposed tower will comply with any applicable regulations administered by the Federal Aviation Administration; and

b. A report from a qualified and licensed professional engineer which demonstrates the tower's compliance with the aforementioned structural and electrical (but not radio frequency) standards.

(q) *Antennas designed for private reception of television and radio signals.* Private antennas designed for reception of television and reception and transmission of radio signals, including antennas (less than 60 feet in height if free standing and 15 feet in height if roof mounted) used for amateur or recreational purposes, provided they are not located in a front yard and do not infringe upon requirements of the Federal Aviation Administration, shall be exempt from the provisions of this section. Antennas that are intended to be 60 feet or more in height if free standing and 15 feet or more in height if roof-mounted shall require a conditional use permit from the city.

(r) *Conditional use permit required.* Except as otherwise provided for in this section, it shall be unlawful for any person, firm, or corporation to erect, construct in place, place or re-erect, or replace any tower without first making application to the city council and securing a conditional use permit therefor as hereinafter provided. Routine maintenance of towers and related structures shall not require the issuance of a conditional use permit.

(s) *Existing antennas and towers.* Antennas and towers in existence as of July 14, 1997, which do not conform to or comply with this section are subject to the following provisions:

(1) Towers may continue in use for the purpose now used and as now existing but may not be replaced or materially altered without complying in all respects with this section.

(2) If such towers are hereafter damaged or destroyed due to any reason or cause whatsoever, the tower may be repaired and restored to its former use, location, and physical dimensions upon obtaining a building permit therefor within 180 days of when the damage or destruction occurred, but without otherwise complying with this section; provided, however, that if the cost of repairing the tower to its former use, physical dimensions, and location would exceed 50 percent of the cost of a new tower of like kind and quality, then the tower may not be repaired or restored except in full compliance with this section.

(Code 1978, § 9.15; Ord. No. 97-08, 7-14-1997; Ord. No. 00-13, 2-26-2001; Ord. No. 01-05, 4-9-2001; Ord. No. 08-24, § 2, 8-12-2008)

ORDINANCE #15-07
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

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

AN ORDINANCE AMENDING SECTIONS 117-428 (TOWERS) OF THE RAMSEY CITY CODE.

The City of Ramsey Ordains:

SECTION 1 AUTHORITY

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

SECTION 2 AMENDMENTS

Section 117-428 Subd. (i) is amended to ADD the following language (added language underlined, deleted language ~~strike-through~~):

(7) The height of a communication tower shall not exceed 100 feet~~.~~ with the following exceptions:

a. *City Required Stage I and Stage II Improvement Providers.* In recognition of the needs of providers of services and infrastructure required by the City as Stage I and Stage II Improvements as defined in City Code Section 117-615 (Construction of Improvements) that provide basic services to the community, utility providers of these improvements may construct a tower not to exceed 199 feet in commercial and industrial districts, with no additional height allowances granted. No part of any tower, including antennas, may exceed 199 feet.

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SECTION 3. SUMMARY

The following is the official summary of Ordinance #14-10, 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 #15-07 to amend Ramsey, Minnesota City Code Sections 117-428 to allow providers of Stage I and Stage II Improvements within the community to construct communications towers not to exceed 199 feet.

SECTION 4. EFFECTIVE DATE

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

Adopted by the Ramsey City Council the ___ day of _____, 2015.

_____

Mayor

ATTEST:

_____
City Clerk

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

PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, July 10, 2008, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Michael Nixt (arrived at 7:14 p.m.) Commissioner Ralph Brauer Commissioner Teresa Cleveland Commissioner Ralph Hunt Commissioner Gary Levine Commissioner Gary Van Scoy Commissioner Bryan Rogers
Members Absent:	None
Also Present:	Community Development Director Amber Miller Assistant Community Development Director Sylvia Frolik Associate Planner Breanne Dalnes Associate Planner Tim Gladhill

CALL TO ORDER

Acting Chairperson Levine called the regular meeting to order at 7:10 p.m.

CITIZEN INPUT

John Enstrom, 8702 – 181st Avenue, stated he has been dealing with an issue affecting him and hundreds of other residents because of the power line that was constructed last season across the north half of Ramsey. He stated that he was given a letter and told they would be installing new power poles on the existing power easement because the old poles had been there many years. However, Enstrom believed the power poles did not need to be replaced. He explained the 40 foot high power poles were replaced with 60 foot high poles so they now show above the tree line. He stated these power lines are in his back yard and he finds them to be obnoxiously tall. Mr. Enstrom stated another concern is that the 67,000 kilovolt line is now in excess of 100,000 kilovolts, which is why the poles had to be higher.

Mr. Enstrom stated he believes he has been lied to and that this new power line impacts the safety and health of the City of Ramsey. He suggested a zoning or some type of permit should be required and the utility company should be honest about the project they are undertaking. He advised the project also impacted the park land, making it more dangerous with holes, that were not restored.

Mr. Enstrom pointed out that should one these taller power poles fall down during a storm, it will fall outside of the easement area. He again stated the utility companies should be required to obtain a permit, or variance, for their projects and asked the City to seriously look into this matter because it impacts and harms residents.

Acting Chairperson Levine asked if there is a permitting process.

Assistant Community Development Director Frolik stated these comments can be brought to the Public Works Committee to be addressed.

Chairperson Nixt arrived at 7:14 p.m.

Mr. Enstrom stated the existing easement compensated for the old poles but the newly installed higher poles should require a wider easement or underground installation so it is not a health hazard.

Commissioner Brauer questioned whether this may already be in violation of the City's code due to the height.

Assistant Community Development Director Frolik clarified that the City Code contains a section on permitted encroachments and utility poles are exempt.

Community Development Director Miller stated that is correct unless the area is within an airport height limitation overlay zone.

Commissioner Brauer noted another concern is voltage and there has been mention of potential health hazards for higher kilovolt power lines.

Assistant Community Development Director Frolik stated the Public Works Committee will address that issue and their deliberations will be reported to the Planning Commission with the next agenda.

Acting Chairperson Levine turned the meeting over to Chairperson Nixt.

APPROVAL OF AGENDA

Associate Planner Gladhill recommended that Case #1 be removed from the agenda to allow time for staff to address a code enforcement issue on the property. He advised that Staff will repost the public hearing for a future meeting.

Motion by Chairperson Nixt, seconded by Commissioner Levine, to approve the agenda as revised to remove Case #1.

Motion Carried. Voting Yes: Chairperson Nixt, Commissioners Levine, Brauer, Cleveland, Hunt, Van Scoy, and Rogers. Voting No: None. Absent: None.

APPROVE PLANNING COMMISSION MINUTES

Motion by Commissioner Van Scoy, seconded by Commissioner Levine, to approve the following minutes as presented:

1) Planning Commission public hearing and regular meeting minutes dated June 5, 2008.

Motion Carried. Voting Yes: Chairperson Nixt, Commissioners Van Scoy, Levine, Brauer, Cleveland, Hunt, and Rogers. Voting No: None. Absent: None.

NOTE CITY COUNCIL MINUTES

The following Council minutes were noted:

1) City Council regular meeting minutes dated May 27, 2008
2) City Council regular meeting minutes dated June 10, 2008

PUBLIC HEARINGS/COMMISSION BUSINESS

Case #1: Public Hearing – Request for a Conditional Use Permit for a Private Dog Kennel to Maintain Four or More Dogs on a Parcel; Case of Lynette and David Randall

This item was removed from the agenda upon adoption.

Case #2: Public Hearing – Discuss Ordinance to Amend Section 9.12 (Signs) of City Code to Incorporate "Dynamic Display" Sign Regulations; Case of City of Ramsey

Chairperson Nixt closed the regular portion of the Planning Commission meeting at 7:19 p.m. in order to call the public hearing to order.

Public Hearing

Chairperson Nixt called the public hearing to order at 7:19 p.m.

Presentation

Associate Planner Dalnes reviewed that the Planning Commission met on June 5, 2008, to discuss the options for amending the sign ordnance and directed staff to use the City of Minnetonka's sign ordinance as basis for revisions, and to research Ramsey businesses' use of timing on existing electronic signs. The proposed ordinance was included in meeting packet with major change being to the definition for "dynamic display" for present signs and encompasses future technology.

Associate Planner Dalnes presented the specifics of the ordinance as it relates to brightness, size and duration of message. General language has been included for brightness to indicate that no sign may be of such intensity of brilliance that it interferes with the effectiveness of an official traffic sign, device or signal, or that distracts a motor vehicle driver. The size of dynamic display is proposed to be limited to 35% of total signage allowed, or about 35 square feet for most business and industrial districts. In terms of duration, staff is recommending that the sign is limited to changing at no more than once per three seconds, which is what banks in the community are currently following. This speed appears reasonable to allow owners enough use of the messages without being distracting from flashing or scrolling. Also staff is presenting, for discussion, a revision that if a business installs a functioning dynamic display sign, the use of temporary signs would no longer be permitted. However, multi-tenant centers would be permitted to install one temporary sign instead of three if they also have a dynamic display. Associate Planner Dalnes stated that Staff recommends the Planning Commission recommend approval of the proposed ordinance.

Chairperson Nixt stated this language appears to be straight forward.

Commissioner Levine asked if there will be impact to current signs.

Associate Planner Dalnes stated the impact will be minimal and businesses that were contacted indicated the speed of the sign message can easily be set to different intervals.

Commissioner Van Scoy asked about the desire of businesses for a scrolling or flashing signs.

Associate Planner Dalnes stated she talked with two banks and they indicated that flashing is not an effective way to relay their message because it is too quick to be read. The purpose of their signage is to convey a message, not attract attention.

Commissioner Van Scoy referred to Page 15 where the definitions mention flashing signs or lights and says: "other than a changeable copy sign." He asked what that means.

Associate Planner Dalnes explained it is defined in the sign ordinance as a sign where the message has slide-out lettering that is changed manually, not electronically. She stated that technology has changed so the Code definition will be clarified to indicate it is changed "manually" and not a dynamic display.

Chairperson Nixt asked whether it should be included if the entire face of the sign automatically changes by rotation, noting that is not a manual message change. He suggested that level of distinction be incorporated into the definition.

Associate Planner Dalnes stated staff will make that language clarification.

Citizen Input

Dennis Carpenter, BOB FM community radio, stated they will be operating by Monday and hope to invite the Planning Commissioners to see their new location. He asked about staff research that was conducted beyond talking with two banks.

Associate Planner Dalnes explained that SRF Consulting prepared a report addressing 10 to 12 scientific studies on signage. That report was prepared on behalf of the City of Minnetonka due to a lawsuit and their need to determine the level of distraction "dynamic display" signs had to the driver due to brightness and size of letters.

Mr. Carpenter stated he is unfamiliar with the SRF study but knows studies have been conducted, which is what he wanted to address tonight. He read a prepared statement indicating he wants to assure the new sign ordinance is crafted on a scientific basis, not personal opinion. He commented that if each of the Planning Commissioners is to positively impact the community they need to do so under the mastery of the subject under consideration, namely signs in the roadside environment. Mr. Carpenter suggested that this knowledge will allow the Planning Commission to take command of this process and have a truly positive impact on businesses and the community. He urged the Planning Commission to take into careful consideration the desires of the municipality for a visually pleasant and safe landscape but also the free speech rights of the individual and business. He noted that some businesses want to convey a certain unique image, but not all are like banks and have an individual identity.

Mr. Carpenter stated there is some verifiable research available beyond what staff relied upon. On line he found the United States Sign Council (USSC) has done research and clearly shown that signs do not cause traffic accidents and when properly sized and placed, contribute to traffic safety. Research shows that in most municipalities, signs are not too big but need to be bigger to account for the increased need for rapid legibility in high speed traffic environments. He suggested that the facts are clear that signs provide vitally needed info in extremely complex landscapes without which motorists may not find their destination. He advised that the United States Sign Council research is funded by the United States government and all studies done by impartial universities, unbiased researchers, and scientists. He suggested there is an unprecedented level of acceptance for these scientific studies and organizations have come to utilize them including the American Planning Association who just adopted the USSC study for illuminated signs. Other organizations include the International Code Council, Transportation Research Board of the National Academies of Science and Engineering, the American Society of Civil Engineers, and Illuminating Engineering Society of North America.

Mr. Carpenter stated he wanted to share this information to encourage the Planning Commission and staff to look into this research, to step back for a moment, and not vote in favor of the ordinance change tonight but to wait until staff has an opportunity to study the research so a proper sign ordinance can be crafted using the latest scientific data for illuminated signs.

Mr. Carpenter explained that as a radio communication company, they take it seriously to serve the public interest and are charged by the Federal Government to do so. He explained that in the

future they want to erect an illuminated pylon sign at their building with one face towards Highway 10 and hope, when budget allows, that it can be a state-of-the-art, full motion video sign. The sign will be utilized to not only deliver up-to-date radio information but also provide valuable weather information, weather alerts and warnings, and Amber Alerts through new technology. Mr. Carpenter suggested that the banks may not want to utilize scrolling signs but in downtown St. Paul the brand new $64 million Minnesota Public radio facility has a banner around their building, scrolling the latest news headlines. He noted that in New York City you will see the same type of technology being used. He stated that providing information is vital to the community and they want to be able to use their sign to provide that service. Mr. Carpenter stated they will not be selling an item but providing information that people need. He stated in his industry the availability of scrolling is important because the public relies on his company to provide information. He stated they made a huge investment to move to Ramsey, enjoy the community, and want to be able to erect the best sign they can to provide the best quality information.

Mr. Carpenter asserted that scientific study has found that such a sign does not cause accidents. What causes accidents, they have found, is if the sign is too small and drivers cannot read it. He suggested that at 100 yards, a 35 square foot sign is too small and cannot be read. He stated if illuminated signs are the major cause of accidents, there would be gridlock in Los Vegas, Nevada; however, they have one of the lowest number of car traffic accidents in the United States yet have the most illuminated signs. He suggested the City give the public credit that they live in a fast paced society and can process information quickly and move on. But, if you make it difficult they will become frustrated and it could cause problems. He urged the Planning Commission to reevaluate before moving forward. He offered his services, free of charge, to provide information or to help in any way he can to assure the Planning Commission bases its decision on scientific studies not personal opinion. He closed by saying he appreciates the Planning Commission listening to his comments and is proud to be part of Ramsey.

Commissioner Brauer asked Mr. Carpenter, since he had read the scientific study, what is in the scientific studies that are contradictory to the draft ordinance.

Mr. Carpenter stated he has not had time to read all of the studies but spent about an hour and a half on the internet to research available scientific studies. He stated he would be happy to share this information with staff.

Associate Planner Dalnes pointed out that the SRF lit review included a countless number of studies and is easy to download from the Minnetonka website.

Commissioner Brauer stated that information was previously provided to the Planning Commission.

Associate Planner Dalnes explained the SRF study looked at signs where the message was up long enough to read it and where the driver had to consistently look at the sign to read the message over a longer period of time than allowed. The study was not specific to scrolling signs but signs where you needed to look at them beyond a certain criteria. She stated that information

is included in the lit review by SRF and can be reviewed by the Planning Commission to draw their own conclusions.

Chairperson Nixt noted that with scrolling signs, you have to take your eye off the road for a period of time to read the message and that results in causing driver distraction for a prolonged or extended period of time.

Associate Planner Dalnes stated that is correct; the conclusion of the study is that driver distraction occurs if you have to take your eyes off the road consistently for a period of time to get the whole message, such as with a scrolling sign.

Chairperson Nixt pointed out that speed is also a factor, as is the nature of the highway, amount of vehicular traffic, and time of day. He noted Highway 10 is 65 mph and indicated he does not believe you can extrapolate literally and say that the level of distraction caused by signage in Los Vegas is the same as Highway 10 at rush hour.

Associate Planner Dalnes concurred and advised that the SRF study also addressed the size of the letters based on the speed of the traffic, because they are related. She noted that issue was discussed last month and that it was impossible to enforce so it was eliminated from the Code. However, it can be included if desired by the Planning Commission.

Associate Planner Dalnes stated small businesses in Ramsey want to utilize dynamic display billboards too.

Chairperson Nixt asked what research was included in the SRF study.

Associate Planner explained that the SRF study was a literature review of all the studies done, some from the 1970s, others more recent, and drew on studies done by transportation departments and engineers. The study dealt with what causes driver distraction and was not geared to a sign or type of sign.

Chairperson Nixt stated it appears the SRF study was a survey compilation of studies previously conducted.

Motion by Chairperson Nixt, seconded by Commissioner Van Scoy, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Nixt, Commissioners Van Scoy, Brauer, Cleveland, Hunt, Levine, and Rogers. Voting No: None. Absent: None.

The public hearing closed at 7:48 p.m.

Commission Business

Chairperson Nixt called the regular meeting of the Planning Commission back to order at 7:48 p.m.

Chairperson Nixt stated he missed the benefit of last month's discussion and while he feels enough study has been considered, he is not opposed to reconsideration if and when other research is presented. He noted staff has addressed concerns raised by the Planning Commission and when an application and the applicant can show it is appropriate to make an ordinance amendment, it can be considered at that point.

Chairperson Nixt stated that in the interest of public safety, he believes the three second standard provides plausible relationship to safety of residents and allows businesses to present products and businesses. He stated he understands the request for flexibility for full motion sign, beyond scrolling, to a level he may not feel comfortable with. He explained that he has seen drivers watching full motion video in their front seat and that those vehicles often times veer over the line, which he finds to be a safety issue.

Commissioner Levine stated the City needs to follow technology, see how the signs are working nationally, and new scientific data. Then if a change or amendment is needed, it can be considered and a recommendation made to the City Council. He agreed the Planning Commission has discussed this at length and adequate research has been conducted.

Motion by Commissioner Levine, seconded by Commissioner Van Scoy, to recommend that City Council adopt the proposed ordinance to amend sign regulations to establish dynamic display standards and provide further clarification to the language addressing mechanical versus automated changes.

Further discussion: Commissioner Brauer stated he will inform staff of two typographic errors.

Motion Carried. Voting Yes: Chairperson Nixt, Commissioners Levine, Van Scoy, Brauer, Cleveland, Hunt, and Rogers. Voting No: None. Absent: None.

Commissioner Brauer commended staff for its detailed scientific research and drafting of the ordinance.

Chairperson Nixt advised those present that this item will be considered by the City Council on July 22, 2008.

Case #3: Public Hearing – Consider Ordinance to Amend City Code Section 9.15 Towers; Case of City of Ramsey

Chairperson Nixt closed the regular portion of the Planning Commission meeting at 7:55 p.m. in order to call the public hearing to order.

Public Hearing

Chairperson Nixt called the public hearing to order at 7:55 p.m.

Presentation

Associate Planner Gladhill noted the item before the Commission is several revisions to the ordinance that regulates the placement of towers in Ramsey. He explained that a moratorium on the construction of cell towers is currently in effect until September 17, 2008.

Associate Planner Gladhill reviewed staff's research of current tower location, identification of gaps in coverage, and need for additional towers. The southern half of Ramsey will be adequately served based on the current ordinance. However, areas in the northern half of Ramsey show gaps in coverage and there are no significant commercial or industrial parcels within that area so an ordinance amendment to the Tower Overlay District is recommended to cover those gaps. Staff studied lot sizes and site conditions (natural resources) to determine the new overlay district and found opportunity for co-location on existing utility power poles. However, this cannot be required because the City does not own the poles.

Associate Planner Gladhill presented the following proposed ordinance changes and provided an explanation for each:

- Antennas may be co-located on existing structures in parks; however, no new towers may be constructed within parks
- Height limits have been adjusted to 100 feet in all zoning districts; an additional 20' may be granted if a minimum of two services are co-located on the tower
- The 10 acre requirement for lot size has been eliminated; lot size will be regulated by setback, which is the height of the tower plus 10 feet
- Towers must still be designed to accommodate three users
- Towers will not be allowed to be constructed in the Critical River Overlay District or Town Center Zoning Districts; however, antennas will be allowed to be mounted on existing structures in these areas
- Towers and antennas will not be allowed to be constructed in the H-1 Highway Business District; this area is reserved for future Highway 10 alignment and construction of towers would result in added relocation costs
- Towers will be allowed to be constructed in the Public/Quasi-Public Zoning District

Associate Planner Gladhill explained that questions came up from property owners who asked if this ordinance means they will get a tower. However, that will be up to the property owner. The ordinance will allow them to lease or sell property to wireless providers, but it does not require them to do so. Also, there has been discussion of wind turbines but they are typically addressed through a separate section of City Code because the needs for that type of tower are greatly different. Staff has received no written comments and recommends approval of the proposed ordinance amending City Code Section 9.15.

Commissioner Van Scoy asked about the proposed tower overlay districts.

Associate Planner Gladhill explained the map on display also identifies wetland resources. Staff does not want a tower on property that is encumbered by natural resources and based the

language on how Elk River handles their overlay district. He noted that Ramsey will provide more options with this overlay district, which abides by 1996 FCC guidelines.

Commissioner Van Scoy asked whether Staff started with the existing overlay district and eliminated wetlands.

Associate Planner Gladhill stated that is correct and staff also addressed gaps in service areas based on bandwidth. He noted that many people now use cellular telephones instead of landlines so it is also a matter of public safety.

Chairperson Nixt stated the overlay districts identified on the revised map anticipates providing sufficient co-location capabilities to provide wireless coverage at a reasonable level and meets the 1996 FCC Act.

Chairperson Nixt noted there are different levels of coverage based on proximity to the tower. He asked whether Staff, while designing the overlay districts, considered signal quality inside a structure as opposed to inside a vehicle.

Associate Planner Gladhill that Bloomington changed their ordinance because in higher populated areas, towers need to be shorter. In rural areas, the tower can be higher, based on the number of users. He explained that as density increases, towers may be shorter but more towers may be needed. He explained Slimera technology, which is well camouflaged. Staff hopes communication companies will consider this new technology, which doesn't require the need for a high tower, thus reducing the cost.

Citizen Input

John Enstrom, 8702 – 181st Avenue, stated he has more bearing on power poles than anyone in the City of Ramsey because 1.5 miles of power poles and the tallest structure in Ramsey are on his property. He reported that many utility companies want to put antennas on his 280 foot tower. However, he believes this use would be detrimental to his property value because they would need 24-hour access to the tower and he does not want that to happen on this property. He stated Ramsey has power lines all over and tall aluminum towers where the antennas can be placed. He stated he lives in the country to get away from the phone and does not care if Ramsey does not have enough cellular phone coverage in his area of Ramsey. He stated he talked with the Elk River Mayor and learned they are accepting cell towers so he would suggest they go there. Mr. Enstrom stated he attended Nowthen's first City Council meeting and learned they will accept towers and Nowthen is just across the road from his property. He suggested requiring a minimum lot size for the towers, noting it does not add to the value of the property. He stated he believes it tremendously devalues property, which may also impact residents that live one-quarter of a mile away who can see the flashing red lights. He supported the existing ordinance and to require service providers to place antennas on existing towers. Mr. Enstrom stated the financial offers are minimal, about a tank of gas a month, and questioned why you would ruin your land for that low amount. He stated the service provider needs electricity, 24-hour service

to the tower, and an enclosed screen on the base to keep terrorists away so it involves more than just having tower in the air.

Associate Planner Gladhill agreed Ramsey can work closely with adjoining cities but pointed out that by the Federal Communication Act, Ramsey has to provide adequate coverage to all of its residents.

Chairperson Nixt asked what consideration was given to proximity to municipal services such as accessibility and electric power.

Associate Planner Gladhill stated staff did look at those needs when the sites were identified. He noted that larger landlocked lots will not be easy to access so staff identified topography and existing utilities. Since larger residential parcels were identified, it will not impact too many existing neighbors.

Andy Hillebregt, 17061 Bison Street, stated it was indicated that the identified parcels are not landlocked, but his parent's property is landlocked. He asked why towers cannot be in the Ramsey Town Center and if they are too ugly to be located there.

Associate Planner Gladhill explained that the Ramsey Town Center density restricts the setbacks from being applicable. He further explained the setback around the tower would make it difficult to fit in the Ramsey Town Center.

Andries Hillebregt, 16926 Bison Street, stated that is correct and is the same as the property next to it that is owned by the City.

Andy Hillebregt, stated there are other landlocked parcels as well.

Chairperson Nixt stated no wireless provider companies will select a parcel of land if there is no legal public access so those types of parcels will automatically be excluded from their consideration.

Andy Hillebregt, stated he is concerned that staff has done research but are coming up short by saying nothing is landlocked when it is. He suggested that more in-depth research is needed.

Chairperson Nixt clarified that identifying a property as a potential site in the overlay district does not give a service provider the right to place a tower at that location. It is the landowner's right to determine if they want to enter into such a lease or give an outright deed to the property.

Chairperson Nixt stated the topic under consideration tonight is not landlocked properties and how or if access should be provided since that is a legal process completely independent of whether it is a tower location or other public improvement. He emphasized that he will not entertain any discussion of eminent domain or public purpose tonight because it has no bearing on this agenda item.

Andries Hillibregt asked whether a cable company can require the City to give them access if they want to put in a tower and the property owner has not given permission. He requested that his property be removed from the list and instead identify the adjacent City's landlocked property so a tower can be located there.

Associate Planner Gladhill stated the City parcel is encumbered by natural resources.

Andraes Hillibregt stated the City site is buildable and again requested that his parcel be removed from the list.

Associate Planner Gladhill stated the Planning Commission can consider the request to remove the Hillibregt parcel in its recommendation.

Chairperson Nixt asked whether staff has identified an alternate parcel in that vicinity.

Associate Planner Gladhill stated staff can do more research to make that determination. He noted staff chose several parcels for gaps in coverage, not one parcel, just in case one of the owners is not interested in having a tower on their property.

Commissioner Van Scoy asked if it is possible for someone to put up a tower in a location that is not identified in the overlay district.

Associate Planner Gladhill stated they would not be able to build a tower without making application for inclusion in the overlay district.

Chairperson Nixt stated the objective is to provide adequate coverage areas to comply with the Telecommunications Act of 1996. He asked if the moratorium can be extended, if needed.

Associate Planner Gladhill stated that the moratorium can be extended but it is "frowned upon" since it is an Act from 1996. However, some property owners in the northern section of Ramsey have already been approached so if brought to court, the judge may rule against the City.

Chairperson Nixt noted there are two levels of coverage: coverage that is adequate; and, coverage the service provider's desire. The City has an obligation to provide reasonable coverage, but not desirable coverage in all instances.

Associate Planner Gladhill stated service providers have not identified any critical area but it is known that more coverage is needed in the northern area.

Chairperson Nixt inquired about public comment, noting written materials have not been presented by residents. Tonight, the Commission heard comments by Mr. Hillibregt and Mr. Enstrom.

Chairperson Nixt stated the ordinance can be sent back to staff for further research on the overlay district to address issues raised tonight and to see if there is an alternate but that seems

deminimus in terms of what we are trying to accomplish. Or, the Planning Commission can recommend approval with the exclusion of the overlay section and direct staff to identify a replacement parcel. Chairperson Nixt stated since the moratorium is up in September, the preferred course of action would be to make a recommendation to the City Council.

Associate Planner Gladhill stated the other overlay areas may adequately cover even with the exception of this one parcel.

Dennis Carpenter reported that at the recent NAB convention, a manufacturer was showing new monopole designs that look like big white pine trees and you cannot see the antennas. He offered to share that information with staff. He informed Mr. Enstrom that red lights are not required if the tower is under 200 feet in height.

Andy Hillibregt asked about the overlay system and why the City did not leave it up to the individual landowners. He stated that a 2.5 acre lot will accommodate such a tower and it should be left up to the property owner if they want a tower.

Associate Planner Gladhill explained that a 2.5 acre commercial or industrial lot may be appropriate but it would not be appropriate within a residential area. He noted that residential parcels were excluded except for areas where needed to provide coverage. He stated he believes there would be a lot public feedback against doing such with a residential parcel.

Andy Hillibregt noted some of the areas could be developed in the future and when that happens the tower would be in the middle of the residential area anyway.

Andy Hillibregt stated his preference to allow the property owners to make the decision whether they want to be included in the overlay district since they better know their property.

Chairperson Nixt stated leaving it open to that level of discretion would end with a result that residents and the City would not be pleased with, in aggregate.

Andy Hillibregt suggested they work with the residents to decide which parcels should be identified. He noted that as density increases the towers will be lowered and more will be needed.

Associate Planner Gladhill stated staff tried to anticipate that, noting the additional locations along the Mississippi River areas. The gaps in service in the central area of Ramsey were also identified. He noted that technology will be changing and the City will have to adjust the ordinances accordingly.

Commissioner Brauer asked who defines the coverage area and adequacy.

Associate Planner Gladhill explained providers are required to research locations within a one-mile radius and that is the basis for determining the overlay. He stated staff talked with service providers about their service areas, which is the basis for the one-mile radius.

Commissioner Brauer stated the cellular telephone industry is being driven, to a large extent, by movement towards broadband capabilities which require a different type of transmission and reception. He asked whether the gaps may be there for broadband reception but not for regular reception, and questioned how much is driven by change in technology for broadband.

Associate Planner Gladhill stated he does not know but could do additional research on broadband technology.

Commissioner Brauer explained that the bandwidth needed to carry pictures is wider than needed for voice transmission. He noted that cellular companies are selling technologies to watch a television feed on your cellular telephone that requires different signal delivery and bandwidth. He asked who and what defines the "gap." The 1996 FCC Act requires Ramsey to provide service for all residents to access a cellular telephone but wondered whether it requires Ramsey to also provide, in addition, broadband service. He also asked whether getting one bar on their telephone is adequate service.

Associate Planner Gladhill stated the additional uses gets down to additional use of bandwidth. He stated he does not have additional information about the difference in bandwidth needed to answer a call and additional bandwidth needed to watch wireless streaming video on a cellular telephone.

Commissioner Brauer asked where the data comes from and whether, in the long run, the City has to rely on the service provider to say where they want the towers. He also asked if Ramsey can find a means to get the data independently on tower placements.

Associate Planner Gladhill noted that in past tower requests, the applicant provided engineering specs for their service coverage but it may not have indicated how much was needed for the phone, and how much for streaming video. Staff can determine if the request is appropriate for additional bandwidth or adequate coverage.

Community Development Director Miller stated staff can determine if additional information is needed beyond the engineering specs provided by the applicant.

Chairperson Nixt stated his belief that the City is better off to design overlay districts that are established and based on reasonable review. That puts the City in a favorable position should a wireless provider want a tower in an area not designated as an overlay district or otherwise permitted site and properly shift the burden to the wireless provider to demonstrate the City has not provided it with adequate access required under Federal law. At that point, it is fair to say if the City believes this ordinance identifies overlay districts based on current information to accomplish that objective, to provide reasonable coverage, it seems prudent to move the ordinance forward to the City Council for consideration and adoption. He noted that standards, technology, and needs may change but the Planning Commission has to look at standards for today; the current situation not future situation.

John Enstrom stated he has 3.5 of the most desirable sites in Ramsey on his property and if Central Park is not a good spot, Veterans Lake is not a good site either and he wants it eliminated from consideration. He noted one of the towers straddles his property and his neighbor's property to the west. However, he does not want an antenna on the west half of that tower either.

Community Development Director Miller clarified that the antennas allowed in Central Park are co-located on the 100-foot tall lights, adding an additional 20 feet as opposed to adding new towers.

Motion by Commissioner Levine, seconded by Commissioner Van Scoy, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Nixt, Commissioners Levine, Van Scoy, Brauer, Cleveland, Hunt, and Rogers. Voting No: None. Absent: None.

The public hearing closed at 8:48 p.m.

Commission Business

Chairperson Nixt called the regular meeting of the Planning Commission back to order at 8:48 p.m.

Chairperson Nixt stated that given the amount of work his firm does for service providers, he will be abstaining from discussion.

Commissioner Van Scoy questioned the language about minimum setback.

Associate Planner Gladhill explained that the design of the monopole is to fall straight down, not to the side and in looking at the design of the tower, the setbacks should be adequate. He reviewed the zoning districts where towers are allowed and setback standards for the various zoning districts.

Commissioner Van Scoy asked if towers can be 35 feet from a structure.

Associate Planner Gladhill stated it can be within 35 feet from the property line if in an industrial zoning.

Commissioner Van Scoy stated he believes it is not appropriate to locate a tower close to a property line when next to residential because the tower could fall on someone's house. He asked that consideration of the neighboring use be addressed in the setbacks.

Associate Planner Gladhill suggested adding language to indicate that when adjacent to a residential area, they are subject to the height of tower plus ten feet.

Commissioner Brauer stated he will also abstain from this vote.

Motion by Commissioner Hunt, seconded by Commissioner Levine, to recommend that City Council amend the Tower regulations in Section 9.15 of City Code, subject to the following:

1. Excluding the Andries Hillibregt landlocked parcel from the overlay district
2. Excluding the Enstrom parcel from the overlay district
3. Including language to indicate that setbacks for Commercial and Industrial properties, if next to Residential property, shall be the greater of the setback in the residential district or commercial/industrial districts
4. Staff to work with Mr. Enstrom to address his concern regarding the tower being located on his property and his neighbor's property

Commissioner Cleveland stated it is still possible to work with neighboring cities in location of towers to provide coverage.

Associate Planner Gladhill stated that staff will encourage service providers to look beyond Ramsey's boundaries when addressing tower locations.

Motion Carried. Voting Yes: Commissioners Hunt, Levine, Cleveland, Van Scoy, and Rogers. Voting No: None. Absent: None. Abstain: Chairperson Nixt and Commissioner Brauer.

Case #4: Staff Update

1) Associate Planner Dalnes' Last Meeting

Associate Planner Dalnes informed the Planning Commission that this will be her last meeting as she has accepted a position with the City of Minnetrista.

The Planning Commission thanked Ms. Dalnes for her work with Ramsey and wished her well at Minnetrista.

2) Associate Planner Gladhill

Assistant Community Development Director Frolik advised that this is the first official meeting for Mr. Gladhill as Associate Planner.

The Planning Commission congratulated Mr. Gladhill on his promotion from Management Intern to Associate Planner.

3) Joint City Council / Planning Commission Workshop

Assistant Community Development Director Frolik notified the Planning Commission that a joint Planning Commission and City Council meeting has been scheduled for Tuesday, August 12, 2008, from 5:30 – 7:00 p.m. This will provide an opportunity for the Comprehensive Plan consultant to present scenarios and land use information for the Comprehensive Plan update.

Case #5: Zoning Bulletin

The Zoning Bulletin was noted.

OTHER COMMISSION BUSINESS

1) Community Center Focus Group

Associate Planner Gladhill advised of the upcoming community center focus group meetings on Wednesday, July 16, 2008 at 6:00 p.m. and July 17, 2008 at 2:00 pm. Information on this matter, including meeting dates and questions to be asked, will be in the *Ramsey Resident* and the next utility billing.

The Planning Commission asked staff to also include this information on the City's website.

ADJOURNMENT

Motion by Chairperson Nixt, seconded by Commissioner Levine, to adjourn the meeting.

Motion Carried. Voting Yes: Chairperson Nixt, Commissioners Levine, Brauer, Cleveland, Hunt, Van Scoy, and Rogers. Voting No: None. Absent: None.

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

Respectfully submitted,

Sylvia Frolik
Assistant Community Development Director

ATTEST:

JoAnn Shaw
Community Development Secretary

Drafted by Carla Wirth
TimeSaver Off Site Secretarial, Inc.

TABLE OF CONTENTS

CALL TO ORDER 3
CITIZEN INPUT 3
APPROVE AGENDA 3
CONSENT AGENDA 4
COUNCIL BUSINESS 5
Case #1: Public Hearing: Consider Adoption of an Ordinance to Amend City Charter Sections 2.5 and 4.5.5 5
Case #2: Public Hearing: Application for Off-Sale Intoxicating Liquor License: Case of 10 Spot Liquor 8
Case #3: Public Hearing: Application for On-Sale, Sunday and 2:00 a.m. Intoxicating Liquor License; Case of Broken Spoke Saloon 9
Case #4: Consider Reduction in Development Fees for the Anderson Dahlen Expansion 10
Case #5: Request for Vacation of Drainage and Utility Easements in Knoll Properties Addition; Case of Anderson Dahlen, Inc. 11
Case #15: Adopt Resolution #08-07-XXX Reciting a Proposal for an Industrial Development Project and Taking Official Action with Respect thereto Indicating Preliminary Intent to Assist the Financing of the Project Pursuant to the Minnesota Municipal Industrial Development Act and Calling for a Public Hearing on the Project (Knoll Properties, LLC Project) 12
Case #6: Consider Resolution of 160th Lane Issues 13
Case #7: Adopt Ordinance Amending Section 5.08 (public nuisances) of Chapter 5 of City Code; Case of City of Ramsey 16
Case #8: Adopt an Ordinance Amending Chapter 5 of the City Code to Include Social Host Liability 17
Case #9: Adopt Ordinance Repealing Section 7.82 (Alarm Systems) of the City Code and Adding Section 5.23 (Alarm Systems) 18
Case #10: Adopt Ordinance Amending Chapter 7 of the City Code to Include Age Verification for Liquor Establishments 18
Case #11: Introduce Ordinance to Amend City Code Section 9.15 Towers; Case of City of Ramsey 19
Case #12: Introduce Ordinance to Amend Section 9.12 (Signs) of City Code to Incorporate "Dynamic Display" Sign Regulations: Case of the City of Ramsey 20
Case #13: Consideration of Awarding Bid for IP 08-35 East Ramsey Parkway Sunwood Drive Streetscape Improvements 21
Resignation of Associate Planner Dalnes 21
Case #14: Accept Plans and Specifications for City Project #08-36, 144th Avenue NW Extension into the Sunfish Lake Business Park, and Authorize for Bid 22
MAYOR, COUNCIL AND STAFF INPUT 22
Elected Officials Meeting 22
Ramsey Golf Tournament 22
Community Center Focus Group Meeting 22
County Rail Authority Meeting 22
Sexual Offender Meeting 22
National Night Out 23

County Road 63 23
Lunch with Governor Pawlenty 23
ADJOURNMENT 23

CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, July 22, 2008 at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Mayor Thomas Gamec Councilmember John Dehen Councilmember David Elvig Councilmember David Jeffrey Councilmember Matt Look Councilmember Mary Jo Olson Councilmember Sarah Strommen
Members Absent:	None
Also Present:	City Administrator Kurtis Ulrich Fire Chief Dean Kapler Public Works Director Brian Olson Community Development Director Amber Miller Police Chief James Way City Attorney William Goodrich Associate Planner Breanne Dalnes Associate Planner Timothy Gladhill

CALL TO ORDER

Mayor Gamec called the regular meeting of the Ramsey City Council to order at 7:08 p.m., followed by the Pledge of Allegiance led by Councilmember Strommen.

CITIZEN INPUT

None.

APPROVE AGENDA

Councilmember Look asked that item #11 from the Consent Agenda be pulled and added as Case #15 on the regular agenda, for further discussion.

Motion by Councilmember Jeffrey, seconded by Councilmember Olson, to approve the agenda, with the revision that Consent Agenda item #11 be added as Case #15 on the regular agenda.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Olson, Dehen, Elvig, Look, and Strommen. Voting No: None.

CONSENT AGENDA

Motion by Councilmember Jeffrey, seconded by Councilmember Strommen, to approve the following items on the Consent Agenda:

1) Receive Building Permits Approved for June 2008 and Year to Date
2) Receive Ramsey Fire Department Monthly Report for May 2008
3) Receive Ramsey Fire Department Monthly Report for June 2008
4) Note the following Commission Meeting Minutes
    a) Board of Adjustment/Regular/April 3, 2008
    b) Planning Commission/Regular/June 5, 2008
5) Approve the following License Applications
    Special Event
    Lord of Life Church – HarvestFest 14501 Nowthen Boulevard NW Ramsey, MN 55303
    Transient Merchant
    Alamo Kennels – Travis Weis 16051 Iguana Street NW Ramsey, MN 55303
6) Approval of the following Rental Licenses
    Owner Jeremy Madrid Address 13887 Hematite Street NW
    Owner Kent Lindgren Address 5731-170th Lane NW
    Owner Donna Hartley Address 7266-147th Lane NW
    Owner Thomas M. Wilman Address 6925-139th Lane NW
7) Adopt Resolution #08-07-124 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received during the Period of July 3, 2008 through July 17, 2008
8) Adopt Resolution #08-07-125 Approving a Permit Application for Twin Cities North Chamber of Commerce to Allow Charitable Gambling at the Links at Northfork
9) Adopt Resolution #08-07-126 Authorizing 2nd Partial Payment to Standard Sidewalk, Inc. for IP 08-24 Sunwood Drive Streetscape
10) Adopt Resolution #08-07-127 Approving Pay No 15 to EH Renner & Sons, Inc. for Improvement Project #05-41 Wells No 7 & 8
11) Adopt Resolution #08-07-128 Reciting a Proposal for an Industrial Development Project and Taking Official Action with Respect thereto Indicating Preliminary Intent to Assist the Financing of the Project Pursuant to the Minnesota Municipal Industrial Development Act and Calling for a Public Hearing on the Project (Knoll Properties, LLC Project) - **Moved to Case #15 on the Regular Agenda**
12) Approve Request for Amended Development Permit Extending the Completion date to November 13, 2009 for Ramsey Commons; Case of Ramsey Arbor Properties
13) Report from Personnel Committee
    1) Consider Authorization to Hire an Accountant I

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Dehen, Elvig, Jeffrey, Look, Olson, and Strommen. Voting No: None.

COUNCIL BUSINESS

Case #1: Public Hearing: Consider Adoption of an Ordinance to Amend City Charter Sections 2.5 and 4.5.5

Mayor Gamec closed the regular portion of the City Council meeting at 7:10 p.m. in order to conduct a public hearing.

Public Hearing

Mayor Gamec called the public hearing to order at 7:10 p.m.

Presentation

City Attorney Goodrich reported that this has been reviewed over the past few years and tonight there is a recommendation from the Charter Commission for revisions to Sections 2.5 and 4.5.5. He stated that the revisions must be adopted unanimously by the Council and would then be effective 90 days after publication, unless a petition is received within 60 days of the adoption. He reviewed the suggested changes for Section 2.5 and introduced Ben Deemer, Vice-Chair of the Charter Commission, if there are any questions.

Councilmember Dehen asked why the Charter Commission felt a liaison should be appointed to the Council. He stated that if a citizen has any issues, they can contact any member of the Council and are not just limited to their ward representative.

City Attorney Goodrich stated that this was discussed and it was felt that if the vacancy was for 90 days or longer, it was too long to have an elected position open.

Mr. Deemer stated that they felt that when there is a ward vacancy, people are entitled to specific representation and this also helps staff by making it clear who to tell people to contact.

Mayor Gamec stated that he doesn't think this is a problem and thinks people could either call the Mayor or one of the At Large Councilmembers.

Councilmember Jeffrey stated that really any person in the City is represented by four people, their Ward Representative, the two At Large Councilmembers and the Mayor. He stated that he also is concerned about appointing a liaison.

Councilmember Olson stated that she agrees that citizens have more than one way of being represented on the Council; however, if there were no importance to representing a Ward, the entire Council would be At Large. She stated that she feels citizens are entitled to have a specific person represent them.

Councilmember Strommen stated that she feels the language is a bit confusing and doesn't specifically refer to a ward position. She asked if a liaison would be appointed if the vacancy were for an At Large position. She reiterated that she feels the language is confusing.

Councilmember Elvig stated that in a voting situation, there should be representation by a majority of the board.

City Attorney Goodrich noted that the liaison would not be a voting position.

Councilmember Elvig stated that he feels citizens still need someone they can rely on to lobby their position.

Councilmember Dehen stated that he doesn't feel a liaison is necessary in this situation.

Mr. Deemer stated that he wanted to emphasize that this liaison situation only represents a short period of time, every two years, and covers the period of time from the first week of July to the end of the election. He stated that there are other provisions in the Charter to handle other vacancies at other times.

Councilmember Look stated that in reading through the minutes it appears that the liaison would have one vote, not two votes.

City Attorney Goodrich stated that was discussion by the Charter Commission but no action was taken.

Councilmember Look stated that there appear to be a lot of questions floating around and he wonders why this issue wasn't brought to a work session for more in depth discussion. He stated that he thinks it would be appropriate to get everyone together and outline the concerns and feels that any proposed change to the City's charter should be brought before the people as a referendum. He stated that he is in favor of tabling this so there can be further discussed at a work session because he doesn't think he has enough information to vote in favor of this recommendation.

City Attorney Goodrich stated that he would like to review the recommendations for Section 4.5.5. He reviewed the details and suggested language changes and noted that the person elected to the vacant office would take his or her seat as soon as the election is certified.

Councilmember Dehen stated that he feels this is reasonable and noted that he had also suggested taking this a step further and after an incumbent Councilmember is defeated, having the newly elected Councilmember take office immediately after the results are certified rather than have a lame duck member serving on the Council from November to January.

City Attorney Goodrich stated that he had run this idea by the Attorney General's office and was told that, in cases of a vacancy, it would be alright, however, in the situation where there was a defeat, it would be considered unconstitutional, because all elected officials take their seats on the first business day in January.

Councilmember Look asked why the Charter Commission was making these recommendations and what deficiencies they have seen.

City Attorney Goodrich stated that the Charter Commission is trying to keep the charter up to date and see that it grows with the community. He stated that the Charter was drafted when there were five Councilmembers and there was no primary election system and now there are seven Councilmembers as well as a primary election system. He stated that they have been reviewing the language and why it may be not valid anymore. He stated that they did not see an urgent need or a problem, but are just slowly reviewing the Charter language for possible updates. He reviewed the language in Sections 4.5.5.1, 4.5.5.2 and 4.4.5.5.

Councilmember Strommen stated that she again feels this language is confusing and doesn't understand why there is the assumption that this couldn't be handled with the regular election.

City Attorney Goodrich stated that there are certain time sequences that need to be met and noted that this section just applies to the eight week period prior to a primary election. He reiterated that there are other provisions for other vacancies and other circumstances.

Mayor Gamec stated that he agrees with Councilmember Look that this needs more discussion at a work session.

Councilmember Look stated that he sees value in meeting jointly with the Charter Commission because he feels some of the information presented tonight is out of context and could benefit from a detailed discussion.

Citizen Input

There was none.

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

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Olson, Elvig, Dehen, Jeffrey, Look, and Strommen. Voting No: None.

The public hearing was closed at 7:43 p.m.

Council Business

Mayor Gamec called the regular City Council meeting back to order at 7:43 p.m.

Motion by Councilmember Look, seconded by Councilmember Olson, to introduce an ordinance amending Section 2.5 of the City Charter creating a councilmember liaison when a vacancy occurs and Section 4.5.5 of the City Charter amending the procedure for filling a vacancy in an elected office of the City when there is less than eight weeks prior to the primary election.

Further Discussion: Councilmember Jeffrey stated that he would like to make sure there is a joint meeting to discuss these issues.

Motion failed. Voting Yes: None. Voting No: Mayor Gamec, Councilmembers Look, Olson, Dehen, Elvig, Jeffrey, and Strommen.

Case #2: Public Hearing: Application for Off-Sale Intoxicating Liquor License: Case of 10 Spot Liquor

Mayor Gamec closed the regular portion of the City Council meeting at 7:46 p.m. in order to conduct a public hearing.

Public Hearing

Mayor Gamec called the public hearing to order at 7:46 p.m.

Presentation

Police Chief Way stated that Melissa and Dennis Fitzgerald have properly applied for this license and noted that this location is the former Ramsey Wine & Spirits location, which has been closed for quite a while. He stated that the case is for 10 Spot Liquor, but the applicants have requested the name be changed to Fitz Liquors. He stated that everything appears to be in order and staff is recommending approval contingent upon receipt of the assumed name certification from the State of Minnesota.

Citizen Input

There was none.

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

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Elvig, Dehen, Look, Olson, and Strommen. Voting No: None.

The public hearing was closed at 7:48 p.m.

Council Business

Mayor Gamec called the regular City Council meeting back to order at 7:48 p.m.

Motion by Councilmember Jeffrey, seconded by Councilmember Look, to approve an off-sale intoxicating liquor license for Melissa B. Fitzgerald and Dennis J. Fitzgerald of DJ Investments, d/b/a as Fitz Liquors, contingent upon receipt of assumed name certification from the State of Minnesota.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Look, Dehen, Elvig, Olson, and Strommen. Voting No: None.

Case #3: Public Hearing: Application for On-Sale, Sunday and 2:00 a.m. Intoxicating Liquor License; Case of Broken Spoke Saloon

Mayor Gamec closed the regular portion of the City Council meeting at 7:49 p.m. in order to conduct a public hearing.

Public Hearing

Mayor Gamec called the public hearing to order at 7:49 p.m.

Presentation

Police Chief Way stated that Alan Hamel, William Boyum and James Green have properly applied for this licensing. He stated that the original application was under the name of Broken Spoke Saloon and they are now changing the name to Ol'Skool Bar and Grill, LLC. He stated that staff is recommending approval contingent upon receipt of an assumed name certification from the State of Minnesota.

City Attorney Goodrich clarified that it won't be the three individuals, but the LLC, that will operate the business.

Citizen Input

There was none.

Motion by Councilmember Jeffrey, seconded by Councilmember Dehen, to close the public hearing.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Dehen, Elvig, Look, Olson, and Strommen. Voting No: None.

The public hearing was closed at 7:52 p.m.

Council Business

Mayor Gamec called the regular City Council meeting back to order at 7:52 p.m.

Alan Hamel, one of the owners, introduced himself and their general manager, Tim Lynch. He stated that they are looking to change the venue to try to bring in clientele that hasn't been using the Diamonds property.

Councilmember Dehen asked if the liquor liability has been verified.

Police Chief Way stated that the dram shop insurance goes through City Clerk Jo Thieling.

City Attorney Goodrich noted that the City needs to make sure that this is under the corporate name and not the individuals.

Councilmember Jeffrey noted that the Council has approved some events for the property and asked if those events will transfer with the business or become null and void.

City Attorney Goodrich stated that the CUP events go with the land but he isn't sure about the special events.

Police Chief Way noted that this application is for the liquor establishment which was kept separate from the surrounding properties.

Councilmember Elvig asked if the City has a limit on the amount of on-sale licenses it could issue.

City Attorney Goodrich stated that the City does not have a limit.

Motion by Councilmember Jeffrey, seconded by Councilmember Elvig, to approve an on-sale, Sunday and 2:00 a.m. intoxicating liquor license application for Ol'Skool Bar and Grill, LLC.

Further Discussion: Councilmember Jeffrey stated that he wanted to publicly thank Gary Gruber for his service to the community. He stated that Mr. Gruber held numerous events for the children and youth of the community. He stated that he wishes Mr. Gruber well and hopes he stays near the community because he has really done a lot to service the community.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Elvig, Dehen, Look, Olson, and Strommen. Voting No: None.

Case #4: Consider Reduction in Development Fees for the Anderson Dahlen Expansion

Associate Planner Gladhill stated that at the June 24, 2008 Council meeting, Anderson Dahlen requested the City consider a reduction in their trunk fees. He stated that this was discussed at the EDA and they recommended a reduction for the sanitary sewer and trunk lines from $50,818 down to $25,883.

Public Works Director Olson clarified that the City didn't want to set a precedent, so they were overly cautious in looking at this situation. He noted that they are not expanding across a lot line.

Councilmember Elvig stated that he appreciates that everyone was willing to take a look at this and discuss options. He stated that the City is trying to be reasonable and assist existing businesses in their expansion.

Motion by Councilmember Elvig, seconded by Councilmember Olson, to adopt Resolution#08-07-129 to reduce the development fees for Lot 1, Block 1, Knoll Properties to a total of $25,883.00.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Dehen, Elvig, Jeffrey, Look, Olson, and Strommen. Voting No: None.

Case #5: Request for Vacation of Drainage and Utility Easements in Knoll Properties Addition; Case of Anderson Dahlen, Inc.

Associate Planner Gladhill stated that this also relates to the prior case and a portion of the existing drainage and utility easement needs to be vacated to accommodate their proposed expansion.

Councilmember Dehen left the Council Chambers at 8:04 p.m.

Associate Planner Gladhill stated that he would like to suggest additional language in the motion as recommended by City Attorney Goodrich.

Motion by Councilmember Elvig, seconded by Councilmember Jeffrey, to adopt Ordinance #08-18 to vacate the drainage and utility easements within Outlot A, AEC Energy Park 4th Addition.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Elvig, Jeffrey, Look, Olson, and Strommen. Voting No: None. Absent: Councilmember Dehen.

Councilmember Dehen returned to the Council Chambers.

Motion by Councilmember Look, seconded by Councilmember Jeffrey, to waive the City Charter requirement to read the ordinance aloud.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Look, Jeffrey, Dehen, Elvig, Olson and Strommen. Voting No: None.

City Attorney Goodrich noted that the first motion adopting the Ordinance, needed to be a roll call vote.

Motion by Councilmember Elvig, seconded by Councilmember Jeffrey, to adopt Ordinance #08-18 to vacate the drainage and utility easements within Outlot A, AEC Energy Park 4th Addition.

A roll call vote was performed by the Recording Secretary:

Councilmember Look: aye
Councilmember Olson: aye
Councilmember Elvig: aye
Councilmember Strommen: aye
Councilmember Jeffrey: aye

Councilmember Dehen: aye
Mayor Gamec: aye

Motion carried.

City Administrator Ulrich noted that Case #15 also relates to the same Anderson Dahlen project and suggested that the Council move that item earlier in the agenda.

Case #15: Adopt Resolution #08-07-XXX Reciting a Proposal for an Industrial Development Project and Taking Official Action with Respect thereto Indicating Preliminary Intent to Assist the Financing of the Project Pursuant to the Minnesota Municipal Industrial Development Act and Calling for a Public Hearing on the Project (Knoll Properties, LLC Project)

Councilmember Look stated that he wanted this taken off the Consent Agenda so staff could explain this to residents so they understood what was being proposed.

City Administrator Ulrich stated that this would schedule a public hearing for August 26, 2008 at 7:00 p.m. to discuss the City issuing revenue bonds to finance all or a portion of the costs of constructing, furnishing and equipping a project on behalf of Knoll Properties. He stated that the aggregate principal amount of the proposed Bonds would be $6,000. He stated that there would be very limited liability on behalf of the City and the City has issued similar bonds for PACT and Panther Precision Tooling and noted that this is not a general obligation bond.

Councilmember Look asked for further explanation about what "limited liability" means.

City Administrator Ulrich stated that the interest will be payable only from the revenues pledged to the payment.

City Attorney Goodrich noted that these details will be discussed that the public hearing.

Councilmember Look asked if this could affect the City's bond rating.

City Attorney Goodrich stated that he did not think it affected bond ratings.

Motion by Councilmember Look, seconded by Councilmember Strommen, to Adopt Resolution #08-07-130 Reciting a Proposal for an Industrial Development Project and Taking Official Action with Respect thereto Indicating Preliminary Intent to Assist the Financing of the Project Pursuant to the Minnesota Municipal Industrial Development Act and Calling for a Public Hearing on the Project (Knoll Properties, LLC Project).

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Look, Strommen, Dehen, Elvig, Jeffrey, and Olson. Voting No: None.

Case #6: Consider Resolution of 160th Lane Issues

Public Works Director Olson stated that in 2005, the City used eminent domain procedures to acquire the right-of-way to utilize what is now known as 160th Lane to provide public access. He stated that in the summer of 2005, the City started receiving calls from nearby homeowners, Bauer's and Kaas', disputing the use of the driveway access that had been constructed within the right-of-way. He stated that the Public Works Committee discussed this in May 2008 and indicated that they would recommend to the Council that the City not move ahead with plans to pave the street, but clear the trees and the 66 feet of right-of-way and post No Parking signs. He stated that the neighbors agreed to enter into mediation with Anoka County which resulted in the case being settled. He noted that a copy of the settlement agreement was included in the Council packet. He stated that the discussion by the Public Works Commission was that it would not be the best use of general tax dollars to create and maintain a roadway that virtually was a private driveway. He stated that staff has discussed a compromise with Mr. Bauer, that instead of cutting down the entire right-of-way, that only 36 feet would be cleared, 18 feet from the center line to allow for 6 feet of paving, a 4 foot shoulder and an 8 foot clear zone. He stated that Mr. Bauer has agreed to improve the roadway and maintain it, but asked that the City do the tree removal, clearing and grubbing and that 'No Parking' signs be posted.

City Attorney Goodrich noted that he has also made the recommendation that this road be posted as a Minimum Maintenance Road and that the City would conduct annual inspections to determine that the construction and maintenance continues as it was at final acceptance. He stated that this makes it clear that the City will not be plowing, grading or maintaining the street.

Public Works Director Olson stated that the City will go out every 12 months and make sure that Mr. Bauer is doing what he agreed to do.

Councilmember Strommen asked what the financial impact would be for the City if it took on maintenance.

Public Works Director Olson stated that the costs would be the time and effort to go in and noted that, generally, the City doesn't maintain roads that it cannot turn around in. He stated that, in staff's opinion, if the City is going to maintain the road, it should be built to City standards. He stated that this is basically a private driveway located on public right-of-way.

Councilmember Dehen asked if there had been an option to sell this area outright to Mr. Bauer and have him take over everything.

City Attorney Goodrich stated that the City used eminent domain procedures to acquire this land in 2005 and if the City now turns around and sells it to a private property, that would misrepresent what the City offered to the courts. He stated that there is also a requirement to provide a cartway access to land locked parcels.

Councilmember Dehen stated that he doesn't want to use public money to make a road for one person. He asked if there would be liability issues with the Minimum Maintenance Road designation.

City Attorney Goodrich stated that this is why it will be posted Minimum Maintenance and the City is also asking Mr. Bauer to sign a hold harmless agreement. He stated the hold harmless agreement basically states that, if Mr. Bauer or one of his guests at his home is injured on the road, would hold the City harmless from any liability related to the maintenance of the roadway.

Councilmember Olson stated that she doesn't like the idea of spending City money to plow a private driveway, but also doesn't like the idea of a citizen maintaining a City street, particularly when there has been so much controversy surrounding this situation.

Councilmember Strommen asked what would happen if Mr. Bauer no longer owned the property. She stated that this doesn't seem to be a long term solution and thinks the City will, at some point, have to "bite the bullet" and accept responsibility for this street.

City Attorney Goodrich stated that the City will conduct annual inspections and if it comes to the City's attention that the road is not being properly maintained, the City could consider taking it back as a street.

Public Works Director Olson stated that the City has been working hard to encourage the paving of dirt streets and if the Council wants to take on maintenance responsibilities, he feels this needs to go back to the drawing board for another solution. He stated that their thinking with this issue is that if someone buying this property is not willing to take on the maintenance duties, they probably won't buy the house. He reiterated that it will be posted as a Minimum Maintenance road.

Councilmember Dehen stated that he just doesn't think it is a good use of public money to construct this to City standards for, basically, a one person road.

Councilmember Elvig noted that when this property was originally put together, there was a ghost plat for a road to continue through to Variolite, so there could be a long term plan for a roadway connection through the property.

Councilmember Jeffrey asked if there was any issue about who actually owns the property.

City Attorney Goodrich stated that the City owns the property, but anyone can drive their vehicle down the road, with the understanding that this is a Minimum Maintenance road. He stated that the neighboring property owners were present, if the Council would like to have them comment.

Francis Kaas, 7155 - 160th Lane, stated that he heard that the City would have Mr. Bauer sign a waiver that if any of his guests were injured on the road that he wouldn't sue the City. He asked what would happen if someone else was hurt because of the lack of maintenance on the road.

City Attorney Goodrich stated that the City would accept no liability. He stated that Mr. Bauer is using this street to access his residence, but if you are driving on the road and get injured, you accept full responsibility and cannot sue the City for damages.

Mr. Kaas stated that the City fought to buy this land and now is not willing to maintain what they own. He stated that he feels the City should be required to maintain their property.

Councilmember Dehen stated that he feels that if the City builds a road, it will be to City standards, which means the entire 66 foot right-of-way will be cleared and there will be much greater costs. He stated that he understands Mr. Kaas" position, but feels spending the money isn't justifiable, so the City is trying to make a compromise to keep some of the trees and have a smaller road. He stated that he feels Mr. Kaas has been sending mixed signals to the City.

Mr. Kaas stated that he just wants this situation to end and the City spent a lot of money to buy this property. He stated that he wants it to be clear that Mr. Bauer is not landlocked.

City Attorney Goodrich stated that the City is simply trying to work through the situation and come up with a compromise.

Mr. Kaas stated that he wants the City to go ahead and put the road in and maintain it.

Mayor Gamec stated that he feels the City has done the best it can and feels that Mr. Kaas has changed his mind every time he has talked about this issue.

Councilmember Elvig stated that he feels it is important to note that this has gone through Anoka County Mediation Services and there has been a settlement.

City Attorney Goodrich explained that three separate motions are required for this case.

Motion by Mayor Gamec, seconded by Councilmember Jeffrey, to accept Greg Bauer's offer to install the following improvements on the Subject Roadway: a) Place a 20 foot wide, four inch lift of class 5 in the path graded by the Public Works Department; b) Place a 12 foot wide lift of bituminous pavement centered within the 20 foot based area; AND direct the City Engineer/Public Works Department to do the following on the Subject Roadway: a) Clear the trees/growth 18 feet on each side of the centerline; 2) Grub stumps and grade roadway to a width of 36 feet; 3) Place Minimum Maintenance Roadway signs as required by State Statute.

Further Discussion: Public Works Director Olson stated that Mr. Bauer has noted that the 12 foot wide pavement could be increased to 20 feet if the funding becomes available. He stated that this language is included in the resolution, but did not get included in the suggested motion language.

Amended motion by Mayor Gamec, seconded by Councilmember Jeffrey, to accept Greg Bauer's offer to install the following improvements on the Subject Roadway: a) Place a 20 foot wide, four inch lift of class 5 in the path graded by the Public Works Department; b) Place a 12 – 20 foot wide lift of bituminous pavement centered within the 20 foot based area, AND direct the

City Engineer/Public Works Department to do the following on the Subject Roadway: a) Clear the trees/growth 18 feet on each side of the centerline; 2) Grub stumps and grade roadway to a width of 36 feet; 3) Place Minimum Maintenance Roadway signs as required by State Statute.

Further Discussion: Councilmember Strommen confirmed that the City will inspect this road annually. Public Works Director Olson stated that the City will inspect this annually. Councilmember Olson stated that she thinks there is too much opposition based on Mr. Kaas' comments and cannot support this motion. Councilmember Look asked why the City wasn't putting through a road. Public Works Director Olson stated that it is not being put through because there isn't a subdivision request that would require a need for the additional roadway. He stated that from a traffic perspective, there hasn't been a need to spend the many thousands of dollars it would take to make a roadway connection across the wetland area. Councilmember Dehen stated that Councilmember Olson had voted in favor of this issue in the Public Works Commission meeting and asked why she would now vote against it. Councilmember Olson stated that she doesn't think the issue is going to go away because there is still too much opposition.

Amended Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Dehen, Look, and Strommen. Voting No: Councilmember Olson. Abstaining: Councilmember Elvig.

Motion by Mayor Gamec, seconded by Councilmember Jeffrey, to adopt Resolution #08-131 declaring the Subject Roadway as a Minimum Maintenance Roadway, subject to Greg Bauer's and spouse's agreement to sign a hold harmless agreement holding the City harmless for any liability from injuries to persons on property concerning the City's designation of the Subject Roadway as a Minimum Maintenance Roadway.

Further Discussion: Councilmember Look asked if the City constructed this to City standards whether the costs can be assessed to the properties. City Attorney Goodrich stated that it cannot, unless the property owners petition for this. Councilmember Look asked if Mr. Bauer can simply neglect the road to force the City to take it over. City Attorney Goodrich stated that this is a possibility.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Dehen and Strommen. Voting No: Councilmembers Look and Olson. Abstaining: Councilmember Elvig.

Motion by Mayor Gamec, seconded by Councilmember Jeffrey, to permit Greg Bauer to place an address sign at the entrance to the Subject Roadway.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Dehen, Look, and Strommen. Voting No: Councilmember Olson. Abstaining: Councilmember Elvig.

Case #7: Adopt Ordinance Amending Section 5.08 (public nuisances) of Chapter 5 of City Code; Case of City of Ramsey

Community Development Director Miller stated that this ordinance has been rewritten to make the definition of "inoperable vehicle" easier to understand and apply.

Motion by Councilmember Jeffrey, seconded by Councilmember Olson, to waive the reading as required by City Charter and adopt Ordinance #08-20 to amend Section 5.08 (Public Nuisances) of City Code.

A roll call vote was performed by the Recording Secretary:

Councilmember Dehen: aye
Councilmember Strommen: aye
Councilmember Jeffrey: aye
Councilmember Olson: aye
Councilmember Look: aye
Councilmember Elvig: aye
Mayor Gamec: aye

Motion carried.

Case #8: Adopt an Ordinance Amending Chapter 5 of the City Code to Include Social Host Liability

Police Chief Way stated that there have been minor changes to the ordinance since the last meeting.

Councilmember Dehen noted that section 5.22.02 (5) states that "the person fails to take reasonable steps to prevent possession or consumption by the underage person(s)". He stated that, for example, what if there is liquor kept in a pole barn by parents but it isn't locked up. He asked what would prevent law enforcement from saying that they didn't take reasonable steps.

City Attorney Goodrich stated that law enforcement won't charge unless they think they can convict and they will need to use common sense for what is considered reasonable and what isn't. He stated that this will need to be handled on a case by case basis.

Police Chief Way stated that he understands that there is some concern about the word "reasonable", but in his research he found it used over 500 times in Minnesota Statute language. He stated that he was unable to come up with another word.

Motion by Councilmember Look, seconded by Councilmember Strommen, to Adopt Ordinance #08-21 amending Chapter 5 of City Code, which is known as the Municipal Regulations chapter of the city Code of Ramsey, Minnesota.

A roll call vote was performed by the Recording Secretary:

Councilmember Strommen: aye
Councilmember Jeffrey: aye
Councilmember Olson: aye
Councilmember Dehen: aye

Councilmember Look: aye
Councilmember Elvig: aye
Mayor Gamec: aye

Motion carried.

Case #9: Adopt Ordinance Repealing Section 7.82 (Alarm Systems) of the City Code and Adding Section 5.23 (Alarm Systems)

Police Chief Way stated that this was discussed at the July 8, 2008 Council meeting. He noted that the rates will be discussed at the August 26, 2008 work session.

Motion by Councilmember Elvig, seconded by Councilmember Jeffrey, to adopt Ordinance #08-22 repealing Section 7.82 of City Code and amending Chapter 5, adding Section 5.23 – Alarm Systems.

A roll call vote was performed by the Recording Secretary:

Councilmember Look: aye
Councilmember Jeffrey: aye
Councilmember Elvig: aye
Councilmember Olson: aye
Councilmember Dehen: aye
Councilmember Strommen: aye
Mayor Gamec: aye

Motion carried.

Case #10: Adopt Ordinance Amending Chapter 7 of the City Code to Include Age Verification for Liquor Establishments

Police Chief Way reviewed this amendment and noted that staff is recommending a $100 fee reduction for Off Sale establishments that meet the requirements.

Motion by Councilmember Elvig, seconded by Councilmember Jeffrey, to Adopt Ordinance #08-23 amending Chapter 7 of City Code, which is known as the licensing and permits chapter of the City Code of Ramsey, Minnesota.

A roll call vote was performed by the Recording Secretary:

Councilmember Look: aye
Councilmember Jeffrey: aye
Councilmember Elvig: aye
Councilmember Olson: aye
Councilmember Dehen: aye
Councilmember Strommen: aye

Mayor Gamec: aye

Motion carried.

Case #11: Introduce Ordinance to Amend City Code Section 9.15 Towers; Case of City of Ramsey

Associate Planner Gladhill stated that the moratorium on construction of cell towers is set to expire on September 17, 2008. He summarized the proposed changes in the ordinance: Antennas may be co-located on existing structures in parks; however, no new towers may be constructed within parks; Height limits have been adjusted to 100 feet (from 175 feet in industrial) in all zoning districts; an additional 20 feet may be granted if a minimum of two services are co-located on the tower; The 10 acre requirement for lot size has been eliminated; lot size will be regulated by setback, which is the height of the tower plus 10 feet on residential and public/quasi public parcels; Setbacks for the towers in industrial and commercial areas will default to the underlying zoning district except when adjacent to a residential zone; when adjacent to a residential zone, the setback shall be the height of the tower plus 10 feet adjacent to the residential zone. He stated that the Planning Commission has recommended these revisions and noted that the City Attorney has recommended some language changes on page 160 and 163. He showed a map of the proposed overlay district.

Councilmember Elvig stated that the map shows 33 square miles with two towers and that isn't adequate coverage for all areas. He stated that he doesn't understand this because he has traveled to places like Montana which has far fewer towers and he has adequate cell service.

Community Development Director Miller stated that one of the reasons for this is that sometimes when there are fewer towers, such as in Montana, they allow much higher towers. She stated that having a tower that is 300 or 400 feet tall will give a much greater coverage area and lower towers have a smaller coverage distance.

Associate Planner Dalnes stated that this is also affected by the number of users, which is why towers in a rural area can cover a much larger area.

Councilmember Elvig stated that he would like to see the City have authority for aesthetic controls for the towers and their attachments.

Councilmember Jeffrey agreed and noted that he has seen cell towers in Arizona disguised as a palm tree.

Councilmember Strommen stated that Afton is constructing a cell tower that looks like a pine tree.

Councilmember Dehen asked if there was anything in the Telecommunications Act that would prevent the City from regulating for aesthetic purposes.

City Attorney Goodrich stated that the City cannot do anything to hinder their ability to administer their product, so he thinks that the City could regulate aesthetics.

Motion by Councilmember Strommen, seconded by Councilmember Elvig, to introduce an ordinance amending City Code Section 9.15 Towers.

Further Discussion: Councilmember Dehen asked if the language suggested by Councilmember Elvig about aesthetics was included.

Amended Motion by Councilmember Strommen, seconded by Councilmember Elvig, to introduce ordinance amending City Code Section 9.15 Towers, with additional language that the City will retain controls for regulating the aesthetics of the towers.

Amended Motion carried. Voting Yes: Mayor Gamec and Councilmembers Strommen, Elvig, Dehen, Jeffrey, Look and Olson. Voting No: None.

Case #12: Introduce Ordinance to Amend Section 9.12 (Signs) of City Code to Incorporate "Dynamic Display" Sign Regulations: Case of the City of Ramsey

Associate Planner Dalnes stated that staff has been researching electronic signs and has included literature from SRF Consulting in the packet. She reviewed the definition of an electronic sign for "dynamic display" and the proposed language for brightness, size, speed of change in message and that the use of temporary signs would no longer be permitted if there was a functioning dynamic display sign. She stated that the Planning Commission has discussed these amendments and recommends approval.

Mayor Gamec asked if the ordinance covered the color of the reader boards.

Associate Planner Dalnes stated that it does not specifically prohibit any colors, but noted that they cannot interfere with traffic signals.

Councilmember Elvig asked if there was any consideration given to size of the signs and their distance from the roadway. He stated that there has been discussion about a reader sign for City Hall and that it should be readable from Highway 10. He stated that he doesn't want to adopt an ordinance that "shoots the City in the foot" for that goal.

Associate Planner Dalnes stated that the City doesn't adjust size requirements, for any type of signage, based on distance from the road. She stated that any variance in the sign ordinance can be made through a CUP.

Motion by Elvig, seconded by Olson, to recommend that the City Council introduce the proposed ordinance to amend sign regulations to establish dynamic display standards.

Motion carried. Voting Yes: Mayor Gamec and Councilmembers Elvig, Olson, Dehen, Jeffrey, Look and Strommen. Voting No: None.

Case #13: Consideration of Awarding Bid for IP 08-35 East Ramsey Parkway Sunwood Drive Streetscape Improvements

Public Works Director Olson stated that the bids were opened last week and the low bid was by Hardrives, Inc. for $122,274.95. He stated that Hardrives, Inc. has done acceptable work for the City in the past and staff is recommending utilizing the RTC letter of credit in the amount of $122,274.95 and awarding the contract to Hardrives, Inc.

Councilmember Dehen asked if there was anything cities do as far as guarantees of lasting quality. He asked if there was a way for the City to be more proactive in doing something to ensure that the City is getting what it pays for.

Public Works Director Olson stated that there is a 12-month warranty on the improvement. He stated that if this was changed to a 5-year warranty, for example, it would require a lot more up front costs and he doesn't think the likelihood of premature failure is worth the required cost.

Councilmember Dehen stated that he would like to see what the increased costs would actually be.

Mayor Gamec stated that the City looked at this a few years ago and it was an increase of 40%-60%.

Councilmember Dehen stated that his point is "ask not, get not" and perhaps contractors would be willing to extend the 12 month warranty a few more years without additional expenditures. He stated that the market is very competitive right now and he would like to see those costs in the future.

Public Works Director Olson stated that he will put this on a future Public Works agenda to explore this option. He stated that he will also try to find the information that Mayor Gamec mentioned.

Councilmember Elvig stated that he feels it all comes back to the inspection process to make sure it is compacted properly, excavated properly, and the mixture of asphalt is correct.

Public Works Director Olson stated that it is all certified and noted that Mike McDowell is MnDot certified to conduct these inspections.

Motion by Councilmember Jeffrey, seconded by Councilmember Dehen, to adopt Resolution #08-07-131A to award the bid for IP-08-35 East Ramsey Parkway Bituminous Wear Course to Hardrives, Inc., in the amount of $122,274.95.

Motion carried. Voting Yes: Mayor Gamec and Councilmembers Jeffrey, Dehen, Elvig, Look, Olson and Strommen. Voting No: None.

Resignation of Associate Planner Dalnes

Case #13: Consideration of Awarding Bid for IP 08-35 East Ramsey Parkway Sunwood Drive Streetscape Improvements

Public Works Director Olson stated that the bids were opened last week and the low bid was by Hardrives, Inc. for $122,274.95. He stated that Hardrives, Inc. has done acceptable work for the City in the past and staff is recommending utilizing the RTC letter of credit in the amount of $122,274.95 and awarding the contract to Hardrives, Inc.

Councilmember Dehen asked if there was anything cities do as far as guarantees of lasting quality. He asked if there was a way for the City to be more proactive in doing something to ensure that the City is getting what it pays for.

Public Works Director Olson stated that there is a 12-month warranty on the improvement. He stated that if this was changed to a 5-year warranty, for example, it would require a lot more up front costs and he doesn't think the likelihood of premature failure is worth the required cost.

Councilmember Dehen stated that he would like to see what the increased costs would actually be.

Mayor Gamec stated that the City looked at this a few years ago and it was an increase of 40%-60%.

Councilmember Dehen stated that his point is "ask not, get not" and perhaps contractors would be willing to extend the 12 month warranty a few more years without additional expenditures. He stated that the market is very competitive right now and he would like to see those costs in the future.

Public Works Director Olson stated that he will put this on a future Public Works agenda to explore this option. He stated that he will also try to find the information that Mayor Gamec mentioned.

Councilmember Elvig stated that he feels it all comes back to the inspection process to make sure it is compacted properly, excavated properly, and the mixture of asphalt is correct.

Public Works Director Olson stated that it is all certified and noted that Mike McDowell is MnDot certified to conduct these inspections.

Motion by Councilmember Jeffrey, seconded by Councilmember Dehen, to adopt Resolution #08-07-131 to award the bid for IP-08-35 East Ramsey Parkway Bituminous Wear Course to Hardrives, Inc., in the amount of $122,274.95.

Motion carried. Voting Yes: Mayor Gamec and Councilmembers Jeffrey, Dehen, Elvig, Look, Olson and Strommen. Voting No: None.

<u>Resignation of Associate Planner Dalnes</u>

Mayor Gamec noted that Associate Planner Dalnes is leaving the City to become the City Planner in Minnetrista. He stated that he wanted to wish her good luck and make it known that she has done an excellent job for the City. He stated that she is regarded highly by everyone and he personally appreciated her frankness when it has been necessary to tell him he was wrong.

Case #14: Accept Plans and Specifications for City Project #08-36, 144th Avenue NW Extension into the Sunfish Lake Business Park, and Authorize for Bid

Public Works Director Olson stated that the estimated cost for the project is around $275,000 and the plans and specifications are completed, so staff would like to advertise for bids.

Motion by Councilmember Elvig, seconded by Councilmember Jeffrey, to accept the plans and specifications for City project #08-36, 144th Avenue NW extension into the Sunfish Lake Business Park, and authorize for bid.

Motion carried. Voting Yes: Mayor Gamec and Councilmembers Elvig, Jeffrey, Dehen, Look, Olson and Strommen. Voting No: None.

MAYOR, COUNCIL AND STAFF INPUT

Elected Officials Meeting

Mayor Gamec stated that the Elected Officials meeting is scheduled for July 30, 2008 in Columbus Township.

Ramsey Golf Tournament

Mayor Gamec stated that the City's Business Appreciation Golf Tournament is scheduled for August 19, 2008.

Community Center Focus Group Meeting

Associate Planner Gladhill stated that there is a Community Center Focus Group meeting on Thursday, July 24, 2008, from 6:00 to 8:00 p.m. in the Alexander Ramsey room.

County Rail Authority Meeting

City Administrator Ulrich stated that staff is meeting with the County Rail Authority later in the week to begin working on preliminary plans for the Ramsey rail station.

Sexual Offender Meeting

City Administrator Ulrich noted that the Level III Sexual Offender meeting will be held Wednesday, July 23, 2008 at 6:00 p.m. at the PACT charter school. He stated that the meeting will be taped for rebroadcast on cable television.

National Night Out

City Administrator Ulrich stated that National Night Out is scheduled for August 5, 2008 and there will be no Council meeting that night.

County Road 63

Public Works Director Olson stated that there is a pre-construction meeting for County Road 63 coming up and he will keep the Council updated as he hopes this project will begin soon.

Lunch with Governor Pawlenty

Mayor Gamec stated that there is a lunch with Governor Pawlenty event scheduled for August 7, 2008 and asked anyone interested in attending to contact City Clerk Jo Thieling. He noted that the cost is $50.

ADJOURNMENT

Motion by Councilmember Strommen, seconded by Councilmember Jeffrey, to adjourn the meeting.

Motion carried.

The regular meeting of the City Council adjourned at 9:28 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Kayla Atkins-Rokosz
TimeSaver Off Site Secretarial, Inc.

NOTICE OF PUBLIC HEARING

CITY OF RAMSEY
COUNTY OF ANOKA
STATE OF MINNESOTA

NOTICE IS HEREBY GIVEN that the City of Ramsey City Council will conduct a public hearing on Tuesday, July 22, 2008 at 7:00 p.m. at the Ramsey City Hall, 7550 Sunwood Drive NW, Ramsey, MN 55303.

The purpose of the hearing will be to consider the Charter Commission's recommendation to amend Sections 2.5 and 4.5.5 of the City Charter to provide as follows:

Section 2.5 Vacancies. A vacancy in the council, whether it be in the office of mayor or councilmember, shall be deemed to exist in the case of the failure of any person elected thereto to qualify, or by reason of the death, resignation in writing filed with the city clerk, removal from office, non-residence in the city, conviction of a felony of any such person after his/her election, or by reason of the failure of any councilmember without good cause to attend council meetings for a period of three consecutive months. In each such case, the council shall publicly declare by resolution, the vacancy to exist within fifteen (15) days of its occurrence and such vacancy shall be filled according to the provisions of Section 4.5.

At the same time as the resolution declaring the vacancy is adopted, the council shall appoint a current councilmember to act as a liaison for those residents whose councilmember's seat is vacant. The liaison so appointed shall serve until the vacancy has been filled. The councilmember appointed as liaison shall continue to have only one vote as a councilmember.

4.5.5 Office Vacancy when less than eight weeks prior to primary election.

4.5.5.1 Special Election. When a vacancy in an elected office of the city occurs when there is less than eight weeks prior to a primary election there shall be no primary election, except as provided in Section 4.5.5.3 below. The special election to fill the vacancy shall coincide with the Regular Municipal Election and the notice of such vacancy shall be published as soon as is practicable.

4.5.5.2 Vacancy in offices to be voted on in the Regular Municipal Election. If a vacancy occurs less than eight weeks prior to the primary election, in the office of the mayor or the councilmembers whose seats are to be voted on in the Regular Municipal Election, said vacancy shall be considered not to exist for the purpose of the Regular Municipal Election. The person elected to fill the vacancy in the Regular Municipal Election, if approved by unanimous vote of the sitting Council, may assume the duties of the office to which elected on the first business day following the City Clerk's issuance of a certificate of election to said person.

4.5.5.3 Vacancy in an office not to be voted on the Regular Municipal Election. If a vacancy occurs in the office of the mayor or a councilmember not standing for election in the Regular Municipal Election, a special primary election and a special election shall be held in January of the subsequent year following the vacancy to fill said vacancy. The election procedures for the special primary election and the special election shall be those election procedures for municipal office candidates as prescribed in Minnesota Statutes and this Charter. The term of the office of the person elected pursuant to this subsection 4.5.5.3 shall be for the remainder of the unexpired term of the office vacated.

All persons interested are invited to attend the hearing and will be given the opportunity to make presentations.

Written comments also are welcome and may be addressed to Kurtis G. Ulrich, City Administrator, 7550 Sunwood Drive NW, Ramsey, MN 55303. Written comments must be received prior to 5:00 p.m. on Tuesday, July 22, 2008.

Dated: June 24, 2008
/S/ Jo Thieling
Jo Thieling, Ramsey City Clerk
abcdefghijklmnopqrstuvwxyz
Published in Anoka County Union
June 27, 2008

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF ANOKA) SS

Peter G. Bodley, being duly sworn on oath says that he is the managing editor of the newspaper known as the Anoka County Union, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualifications as a qualified newspaper, as provided by Minnesota Statue 331A.02, 331A.07 and other applicable laws, as ammended.

(B) The printed NOTICE OF PUBLIC HEARING (Amend Sections 2.5 and 4.5.5 of the City Charter), which is attached was cut from the columns of said newspaper and was printed and published once a week for one week; it was first published on Friday, the 27th day of June, 2008, and was therefore printed and published on every Friday to and including Friday, the 27th day of June, 2008, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice

abcdefghijklmnopqrstuvwxyz
abcdefghijklmnopqrstuvwxyz

Managing Editor

Subscribed and sworn to before me on
this 27th day of June, 2008

JILL M. DONAHUE
Notary Public-Minnesota
My Commission Expires Jan 31, 2012

Notary Public

RATE INFORMATION

(1) Lowest classified rate paid by commercial users for comparable space	$ 15.00 (line, word or inch rate)
(2) Maximum rate allowed by law for the above matter	$ 15.00 (line, word or inch rate)
(3) Rate actually charged for the above matter	$ 10.25 (line, word or inch rate)

1,280,021

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF ANOKA) SS

NOTICE OF PUBLIC HEARING

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA
TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ramsey City Council will hold a public hearing on Tuesday, July 22, 2008, at 7:00 p.m. in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN 55303.

The purpose of the hearing is to consider a request by Alan Hamel, William Boyun and James Green Jr., d/b/a Broken Spoke Saloon, for an On-Sale, Sunday Sales and 2:00 a.m. Intoxicating Liquor License at the property generally known as 7550 Highway #10 NW, Ramsey, Minnesota. (Note: This is not a new liquor license; this is a sale/transfer of ownership and a name change. This is the current Diamonds Sports Bar & Grill site.)

All interested persons are invited to attend the hearing and comment on the request for an On-Sale Intoxicating liquor license. The City of Ramsey complies with the Americans with Disabilities Act. Upon advance request, information will be provided in an alternative form, and interpreters will be available. Any person with such a request should contact Jo Thieling at 763-433-9840 prior to 4:30 p.m., Wednesday, July 16, 2008. There is a TDD machine at Ramsey Municipal Center; the number is 763-427-8591.

Written comments are welcome and shall be addressed to the Ramsey City Council, attention Jo Thieling, 7550 Sunwood Drive NW, Ramsey, Minnesota, 55303. Written comments shall be received at the above address prior to 4:00 p.m., on Tuesday, July 22, 2008.

Jo Ann M. Thieling, CMC
City Clerk
abcdefghijklmnopqrstuvwxyz
Published in Anoka County Union
July 11, 2008

Peter G. Bodley, being duly sworn on oath says that he is the managing editor of the newspaper known as the Anoka County Union, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualifications as a qualified newspaper, as provided by Minnesota Statue 331A.02, 331A.07 and other applicable laws, as ammended.

(B) The printed NOTICE OF PUBLIC HEARING (Broken Spoke Saloon), which is attached was cut from the columns of said newspaper and was printed and published once a week for one week; it was first published on Friday, the 11th day of July, 2008, and was therefore printed and published on every Friday to and including Friday, the 11th day of July, 2008, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice

abcdefghijklmnopqrstuvwxyz
abcdefghijklmnopqrstuvwxyz

Managing Editor

Subscribed and sworn to before me on
this 11th day of July, 2008

JILL M. DONAHUE
Notary Public-Minnesota
My Commission Expires Jan 31, 2012

Notary Public

RATE INFORMATION

(1) Lowest classified rate paid by commercial users for comparable space	$ 15.00 (line, word or inch rate)
(2) Maximum rate allowed by law for the above matter	$ 15.00 (line, word or inch rate)
(3) Rate actually charged for the above matter	$ 10.25 (line, word or inch rate)

1,298,743

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF ANOKA) SS

NOTICE OF PUBLIC HEARING

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA
TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ramsey City Council will hold a public hearing on Tuesday, July 22, 2008, at 7:00 p.m. in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota, 55303.

The purpose of the hearing is to consider a request by Melissa B. Fitzgerald and Dennis J. Fitzgerald of DJ Investments LLC d/b/a 10 Spot Liquor, at the property generally known as 7129 Highway #10 NW, Ramsey, Minnesota.

All interested persons are invited to attend the hearing and comment on the request for an Off-Sale Intoxicating liquor license. The City of Ramsey complies with the Americans with Disabilities Act. Upon advance request, information will be provided in an alternative form, and interpreters will be available. Any person with such a request should contact Jo Thieling at 763-433-9840 prior to 4:30 p.m., Wednesday, July 16, 2008. There is a TDD machine at Ramsey Municipal Center; the number is 763-427-8591.

Written comments are welcome and shall be addressed to the Ramsey City Council, attention Jo Thieling, 7550 Sunwood Drive NW, Ramsey, Minnesota, 55303. Written comments shall be received at the above address prior to 4:00 p.m., on Tuesday, July 22, 2008.

Jo Ann M. Thieling
City Clerk
abcdefghijklmnopqrstuvwxyz
Published in Anoka County Union
July 11, 2008

Peter G. Bodley, being duly sworn on oath says that he is the managing editor of the newspaper known as the Anoka County Union, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualifications as a qualified newspaper, as provided by Minnesota Statue 331A.02, 331A.07 and other applicable laws, as ammended.

(B) The printed NOTICE OF PUBLIC HEARING (SPOT LIQUOR), which is attached was cut from the columns of said newspaper and was printed and published once a week for one week; it was first published on Friday, the 11th day of July, 2008, and was therefore printed and published on every Friday to and including Friday, the 11th day of July, 2008, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice

abcdefghijklmnopqrstuvwxyz
abcdefghijklmnopqrstuvwxyz

Managing Editor

Subscribed and sworn to before me on
this 11th day of July, 2008

JILL M. DONAHUE
Notary Public-Minnesota
My Commission Expires Jan 31, 2012

Notary Public

RATE INFORMATION

(1) Lowest classified rate paid by commercial users for comparable space	$ 15.00 (line, word or inch rate)
(2) Maximum rate allowed by law for the above matter	$ 15.00 (line, word or inch rate)
(3) Rate actually charged for the above matter	$ 10.25 (line, word or inch rate)

1,298,754

TABLE OF CONTENTS

CALL TO ORDER 2
ADOPT RESOLUTION RECOGNIZING NORTHERN STAR COUNCIL, BOY SCOUTS OF AMERICA THREE RIVERS DISTRICT – RUM RIVER SCOUT CAMP 2
CITIZEN INPUT 3
APPROVE AGENDA 7
CONSENT AGENDA 8
COUNCIL BUSINESS 10
Case #1: Ramsey[3] Presentation of Final Report and Vision and Values Statement 10
Case #2: Public Hearing to Consider Execution of Business Subsidy Agreement with CTT Properties, LLC (Panther Precision Machine) 11
Case #3: Adopt Resolution Authorizing the Sale of Lots 1 and 1A, Block 1, TC Trail, Anoka County, Minnesota 13
Case #4: Request for Final Plan Review of TC Trail; Case of the City of Ramsey 13
Case #5: Request for Site Plan Review; Case of Sharp and Associates, LLC 14
Case #12: Authorize City Council to Execute a Loan Agreement with Clear Choice Countertops, Inc. 15
Case #6: Adopt Ordinance to Amend City Code Section 9.15 Towers; Case of the City of Ramsey 16
Case #7: Adopt Ordinance to Amend Section 9.12 (Signs) of City Code to Incorporate "Dynamic Display" Sign Regulations; Case of the City of Ramsey 17
Case #8: Update on Improvement Project #08-27, 167th Avenue NW Realignment and Acceptance of Appraisals and Authorization to Negotiate Land acquisitions 18
Case #9: Authorize Installation of Security Cameras in TH 47 Pedestrian Underpass 22
Case #10: Accept Plans and Specifications for City Project #08-29, Alpine Park Watermain Loop, and Authorize for Bid 23
Case ##11: Adopt Resolution #08-08-XXX Authorizing Execution of Agreement with the Minnesota Department of Public Safety for 2008-2009 Participation in the Safe and Sober Communities Program 24
MAYOR, COUNCIL AND STAFF INPUT 24
ADJOURNMENT 26

CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, August 12, 2008, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Thomas Gamec
Councilmember John Dehen
Councilmember David Elvig
Councilmember David Jeffrey
Councilmember Matt Look
Councilmember Mary Jo Olson
Councilmember Sarah Strommen

Members Absent: None

Also Present: City Administrator Kurtis G. Ulrich
Fire Chief Dean Kapler
Community Development Director Amber Miller
Management Intern Timothy Gladhill
Assistant City Engineer Tim Himmer
Economic Development Coordinator Sean Sullivan
City Attorney William Goodrich

CALL TO ORDER

Mayor Gamec called the regular meeting of the Ramsey City Council to order at 7:08 p.m., followed by the Pledge of Allegiance led by Boy Scouts Brian *(last name not caught)* and Courtland Bolles.

ADOPT RESOLUTION RECOGNIZING NORTHERN STAR COUNCIL, BOY SCOUTS OF AMERICA THREE RIVERS DISTRICT – RUM RIVER SCOUT CAMP

City Administrator City Administrator Ulrich read the inscription on a plaque recognizing the Northern Star Council, Boy Scouts of America Three Rivers District.

Councilmember Elvig read the conclusion of the proclamation and stated his appreciation to Brian and Courtland and John Andrews and the Northern Star Council.

Fire Chief Kapler presented information about Safety Camp, noting 133 attended Camp and 623 attended the graduation. He commented that Ramsey is fortunate to have this wonderful facility, which the Northern Star Council has allowed the City to use it each year for the two-day Safety Camp.

Fire Chief Kapler stated the Safety Camp focuses on things most likely to harm a child, like finding a weapon, usage of fire extinguishers, wild animal safety, drug related issues, and personal protection.

Councilmember Elvig stated his son attended the Camp and learned about the danger of putting your mail in a rural mailbox with the flag up because it can result in stolen identity. He described the large region covered by the Northern Star Council and Three Rivers District. Councilmember Elvig presented the plaque of appreciation from the City of Ramsey, thanked them for their contribution, and for sharing their Camp with Ramsey and its residents.

John Andrews, representing the Northern Star Boy Scout Council, stated their members are from the community and they seek to deliver the curriculum that has proven to change lives. He explained that Scout Camps are sold from time to time. They now have eight camps, owned by non-profit organizations, so the benefactor is the community through volunteers and that is why Scouting has stayed so strong.

Councilmember Dehen asked about the age of Safety Campers.

Fire Chief Kapler stated that children in Grades 4 and 5 can attend the Camp and additional information is available on the City's website. Safety Camp is held the beginning of June and this year five registration fee scholarships were awarded. The counselors are made up of police officers, fire fighters, and ambulance staff who come to Camp wearing T-shirts and short pants and become friends with the campers. These Camp counselors try to keep their occupation a secret until graduation day when they attend in their uniform. Fire Chie Kapler stated the graduation ceremony is a nice climax to the Camp and is a family event.

A 2008 Safety Camp video was played for the Council and audience.

Motion by Councilmember Strommen and seconded by Councilmember Look to adopt Resolution #08-08-132 Recognizing Northern Star Council, Boy Scouts of America, Three Rivers District – Rum River Scout Camp for their contribution to the City of Ramsey Safety Camp each year.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Strommen, Look, Dehen, Elvig, Jeffrey and Olson.

Mayor Gamec thanked the Boy Scouts and stated he has attended Safety Camp each year. He stated Bob Litke has been wonderful to assure the Camp is ready and agreed Ramsey is fortunate to have this camp facility, which has a beautiful "up north" feel. Mayor Gamec thanked Jerry Streich and Chandra Kreyer who work with the Safety Camp, noting campers are already registering for next year's Safety Camp. Mayor Gamec also thanked the more than 40 sponsors who provide meals and other things for the campers.

CITIZEN INPUT

Wayne Varner, 6461 153rd Way NW, stated he would like to discuss the 160-foot communication tower that is being constructed in Alpine Park. He stated in July 2008 he sent an e-mail to Councilmembers Look, Strommen, Jeffery, and Olson and asked that the e-mail be forwarded to the other Councilmembers. Mr. Varner stated as of today only Councilmember Look has responded and provided him with a detailed list of what has transpired with the Alpine Park tower. Mr. Varner reviewed the dates of past notifications and meetings held regarding the Communications Tower. He stated on April 20 2007, notices were sent out to residents within 350 feet of the proposed location on the west side behind the soccer fields and swamp. A hearing was held on May 3, 2007, and on May 10, 2007, the Parks Commission got involved and moved the location farther west. On June 7, 2007, at a Planning Commission meeting, three residents voiced concerns over that location and again the tower location was moved. On September 14, 2007, a mailing went out and on September 25, 2007, the City Council tabled action. Mr. Varner stated he has a list of 20 of his neighbors who did not receive notice of the meeting. On October 30, 2007, four alternative sites were proposed, another mailing was sent, and again his neighborhood did not receive notice. On January 8, 2008, the request for a tower site was considered by the City Council at a different area and this time no notices go out. On June 24, 2008, a lease agreement is approved and the permit signed.

Mr. Varner stated his issue is that the neighborhood most affected by the current site didn't receive any notices of the location. The neighborhood did receive notice about the location for the western side of the park, but nothing more. When residents brought this up, City officials said legally they only need to give one notice and it is then up to the resident to keep track of it. Mr. Varner stated that may be legal but it is not ethical. He asked how anyone can keep track because over a year of time transpired and who knows how many locations were considered. Now that the tower is built, residents are getting misinformation.

Mr. Varner stated the signed lease is for five years, with three, five-year renewable options. He stated his interpretation of the FCC ruling is that it requires "reasonable opportunities," which do not equal "required by law." Mr. Varner stated residents were told they would plant 30 trees, but even a 40-foot tree will not disguise a 160-foot tower. Residents were also told the City would receive $18,000 from the lease that would go directly into Alpine Park improvements. However, that does nothing for his neighborhood that lost, in aggregate, $500,000 in resale value based on the location of that tower. Mr. Varner noted Alpine Street is 50 mph and the tower is a "kid magnet."

Mr. Varner stated all understand that no one wants a 160-foot tower in their neighborhood and given opportunity, would vote against it. He stated his question is whether the City really needs it and asserted that answer is clear, "no, we don't need service." However, the tower is up. Mr. Varner stated residents could say they want it removed but that won't happen because of the cost. Mr. Varner stated he wants the City to issue T Mobile a letter saying the three, five-year options will not be given. Then, in five years the tower comes down and nothing else is built on that site unless it helps the ballpark.

Mr. Varner stated he also wants the City to make the speed limit on Alpine Street a more reasonable speed because kids will be jumping over snow banks and, in time, there will be a tragedy. He stated he would like the City to adopt a more comprehensive way of letting

neighborhoods know what is going on and a better notification method than the US mail, which has been proven to not work. Mr. Varner suggested the Councilmembers visit neighborhoods to hand out the notices and visit with residents. The Councilmembers can also then realize what a project would do to the neighborhood. Mr. Varner stated that lastly, he would like it remembered that all City employees and the City Council work for the taxpayers of Ramsey, not for T Mobile or the FCC, but for the taxpayers of Ramsey and he wished they would vote that way.

Mayor Gamec clarified that everyone on the Council votes for the best interest of the City and he resents Mr. Varner implying that they do not. He stated the City went through a lot of problems and a lot of difficult decisions had to be made. Mayor Gamec stated that every Councilmember here always works in the best interest of the citizens and the City of Ramsey. He stated he has a lot of respect for Councilmembers and what they go through. Mayor Gamec stated that it is up to families to look after their children and know what they are doing, noting Ramsey holds a Safety Camp to help. Mayor Gamec stated the tower application was handled in the best interest of Ramsey and the Council assured everything was legally handled and also got documentation from the City Attorney and Administrator on the procedures taken. Mayor Gamec stated the tower was centered in that park away from residential and the Council felt that was the best decision at that time. He stated he understands some are not happy but a decision had to be made.

Mr. Varner stated he knows the Council has to make decisions that are not easy. His statement is that residents didn't know because it said the western side.

Mayor Gamec agreed there was a lot of controversy and the tower could not be placed on the west side because of people who came in. Then the Council looked at the other side and established a 6-month moratorium to study the matter. Because of legal pressure, the Council had to make a decision.

City Administrator Ulrich stated the City Attorney was asked to review the tower lease to see what the options are in terms of the additional options.

Attorney Goodrich advised that one of the provisions for termination, in addition to default, is that the owner can terminate the lease after the first option with a one-year prior notice if the Council votes to redevelop the property for a public purpose. So, after the initial four years, with a one-year notice, the City could make a determination that the property is better suited for a different public purpose.

Mr. Varner asked if it has to be redevelopment, and whether the park being used more can be considered "redevelopment."

Mayor Gamec stated Alpine Park is already at the maximum and the Council picked that tower site because it lined up with possible lighting for the fields. Also, other communications can be located on that tower. The Council assured access to the communications building was between fields so it would not interrupt play on the fields. Mayor Gamec stated that the City looked into a lot of things to determine that particular site. The tower height was determined because of the

landfill location and height. Mayor Gamec stated if the tower had to be in that area, that particular site was the farthest away from residents, designed to drop down, there will be a smaller communications building, plus landscaping and fencing was required to protect children in the area.

Mr. Varner stated residents thought field lighting was going to be installed and instead it was a tower. He stated he means no disrespect, but thinks someone told the City Council they had to go with the FCC and he thinks the Council should "fight it" once in a while.

Councilmember Elvig noted that parks typically come with lights or an ice arena dome or another building. He stated that in the future, it sounds like if anything is going on in the Park, the City should notify residents all around the perimeter of the park instead of 350 feet from the area of the project.

Mr. Varner stated that is correct, notice should go out to all around the park.

Councilmember Dehen stated one of the comments from Mr. Varner was about notification and while he has served on the Council for the past two years, that issue seems to reverberate. He stated he always hears that residents are not getting notified. Councilmember Dehen suggested the City establish a list of names when someone comes in, like Mr. Varner, and complains about not getting notified. He stated it is reasonable and prudent for the Council to have a list of the mailing so Councilmembers know who has been notified.

Mayor Gamec stated a list is created and those who sign up at the meeting are also included, even if beyond the required distance.

Community Development Director Miller clarified that with the Alpine Park cellular tower issue, the notification list was the same for all mailings and it was sent to property owners 350 feet from the park itself, not from the tower location, because Alpine Park is one parcel.

Mayor Gamec noted that sometimes residents don't get the notice because it goes to the mortgage company. Others have admitted they got the notice but didn't read it because it came from the City. Mayor Gamec agreed with the suggestion to have the Councilmember visit the neighborhood but noted that in this case, there are about 270 homes.

City Administrator Ulrich stated one constructive process is to review the landscape plan to assure it provides an effective buffer. He suggested that perhaps the closer the landscaping is to the homes, the more effective it will be and perhaps landscaping should be included in the boulevard of Alpine Street.

Mayor Gamec stated he met with one family who was concerned about the height so he explained that the reason for the height was because of the landfill and desire to keep it away from residential homes.

John Enstrom, 8702 - 181st Avenue, requested the Council withdraw Agenda Item 15. 4), Consider Establishing Topsoil Requirements in New Subdivision. He stated he would like to present information for the Council's consideration prior to it being considered for approval.

City Administrator Ulrich pointed out this is a Consent Agenda item.

Community Development Director Miller stated if approved, the item would be referred to the Planning Commission for review of an ordinance so it will come back to the Council for consideration. She stated this process will provide ample opportunity to discuss Mr. Enstrom's concerns.

Assistant City Engineer Himmer explained the recommendation is to develop an ordinance for topsoil and it will be discussed by the Planning Commission.

Frank Yamoutpour, Sunfish Express, stated he received notice from the railroad that they will shut down the road for a month at least. He stated it was his understanding the road would remain open to local traffic but now it will be closed.

Mayor Gamec explained they are working on the railroad tracks so the road had to be shut down for several weeks but that decision is by the railroad, and Anoka County, as the lead agency, sent out the notice.

Mr. Yamoutpour stated he talked with them yesterday and they said the road would be closed for six to seven weeks.

Mayor Gamec stated staff will research the issues and contact Mr. Yamoutpour this week.

Councilmember Strommen pointed out that other businesses may also be affected and asked staff to notify all of them of the information.

Councilmember Dehen stated he does not know what the schedule of construction will be but it seems elemental to have that communication with Ramsey City officials as well as business owners. He asked to receive this information so he can answer such questions, if asked.

Councilmember Look stated if the railroad is changing terms at this point by closing the road for six to seven weeks, that may not have been the intent of the Council when it was approved. If that's the case, he suggested the City may want to send a strong message that the City does not support a closure for that long.

APPROVE AGENDA

Councilmember Look requested to remove Consent Agenda Item #9.

Councilmember Dehen requested to remove Consent Agenda Item #11.

Motion by Councilmember Strommen, seconded by Councilmember Look, to approve the regular Council agenda, with the removal of Cases #9 and #11.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Strommen, Look, Dehen, Elvig, Jeffrey, and Olson. Voting No: None.

CONSENT AGENDA

Motion by Councilmember Strommen, seconded by Councilmember Look, to approve the following items on the Consent Agenda, as revised:

1) Receive City of Ramsey Report of Pooled Cash Flows Period Ended July 31, 2008
2) Reschedule September 9 Council Meeting due to Primary Election
3) Approve City Council and Council Committee Meeting Minutes
   (a) City Council/Regular/July 8, 2008
   (b) Ramsey Town Center City Council Subcommittee/Work Session/July 22, 2008
   (c) City Council/Regular/July 22, 2008
   (d) City Council/Work Session/July 8, 2009
   (e) City Council/Work Session/July 29, 2008
4) Approve the following License Applications
   Special Event
   City of Ramsey Happy Days 7550 Sunwood Drive NW Ramsey, MN 55303
   Transient Merchant
   Linda Strelow 1476 Mahogany Street Mora, MN 55051
   Eric Johnson 14305 Tungsten Street NW Ramsey, MN 55303
5) Approval of the following Rental Licenses
   Owner: Angelo Juliano Property Address: 5163-146th Circle NW
   Owner: Katie Greil Property Address: 5654-154th Court NW
   Owner: Rainmaker Properties, LLC Property Address: 14058 Dysprosium Street NW
6) Approval for Exemption for a Gambling License for Rum River Chapter of the Minnesota Waterfowl Association
7) Adopt Resolution #08-08-133 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received during the Period of July 18, 2008 through August 7, 2008
8) Adopt Resolution #08-08-134 Appointing Election Judges for the Primary Election on September 9, 2008
9) Adopt Resolution #08-08-136 Authorizing Execution of Agreement with the Minnesota Department of Public Safety for 2008-2009 Participation in the Safe and Sober Communities Program – **moved to Case #11 on regular agenda**
10) Adopt Resolution #08-08-137 Adopting an Addendum to the Development Agreement for Ebony Woods
11) Authorize City Council to Execute a Loan Agreement with Clear Choice Countertops, Inc. – **moved to Case #12 on regular agenda**
12) Adopt Resolution #08-08-138 Authorizing the Payment to RES Specialty Pyrotechnics for Pyrotechnics Services Related to 2008 Happy Days

13) Adopt Resolution #08-08-139 Authorizing the Payment to the Killer Hayseeds for Entertainment Services Related to Happy Days

14) Report from Personnel Committee
   1) Consider Authorization to Hire a Fire Inspector

15) Report from Public Works Committee
   1) Consider Authorization to Expand Municipal Center Conference Room – Council voted to ratify the recommendation of the Public Works Committee and directed staff to acquire competitive bids to compare costs and to research the usage of meeting rooms, including Fire 1.
   2) Consider Request for Stop or Yield Sign at the Intersection of Hedgehog Street and 155th Lane – Council voted to ratify the recommendation of the Public Works Committee which was that the Yield signs be posted on the north and south legs of the intersection of Hedgehog and 155th Lane, that the Public Works Department clear the vegetation located within the right-of-way, and that contact be made with corner property owners to review additional sight line improvements that should be made.
   3) Consider Establishing an Assessment Policy for MSA Street Construction Projects – Council voted to ratify the recommendation of the Public Works Committee and consider establishing an assessment policy for MSA street construction projects be discussed by the full Council, at a work session.
   4) Consider Establishing Topsoil Requirements in New Subdivisions – Council voted to ratify the recommendation of the Public Works Committee and direct staff to prepare an ordinance modifying City Code to require a minimum of four (4) inches of topsoil meeting the MnDOT specifications 3877C, premium topsoil borrow in landscaped areas of all new developments, and work in conjunction with the EPB on other ways of water conservation methods that could be used for the whole community and possible ways to give residents incentive to use them.
   5) Consider 2008 Storm Sewer Improvements – Council voted to ratify the recommendation of the Public Works Committee and direct staff to prepare plans and specifications for the 2008 Storm Water Improvement Project which would include the improvements at 6941 – 152nd Avenue; Llama Street and 163rd Avenue; and 6043 Highway #10; and that staff continue to work with the residents of the Kamacite Street and 148th Lane/Avenue project to determine the desired alternative and to proceed with the implementation of that alternative.
   6) Periodic Inspection of Parking Ramp – Council voted to ratify the recommendation of the Public Works Committee and direct staff to write a policy for the periodic inspection of the City owned parking ramps be prepared; that staff be directed to investigate possible funding sources for the inspections and direct staff to investigate the possibility of engineering staff becoming certified to conduct the inspections.
   7) Cost of Concrete Streets – For informational purposes only – no action necessary.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Strommen, Look, Dehen, Elvig, Jeffrey, and Olson. Voting No: None.

COUNCIL BUSINESS

Council Business

Case #1: Ramsey^3 Presentation of Final Report and Vision and Values Statement

Joe McDilda, Ramsey^3 Steering Group Member, presented their final report and encouraged the Council to pay attention to the process used to arrive at the findings. He reviewed the background of Ramsey^3 that is a volunteer group that was formed after looking at the land use maps for the 2008 Comp Plan because they thought there were other land uses and elements that Ramsey residents may find important. That is what started Ramsey^3 and their desire to be in partnership with the City, which continues to this day. Mr. McDilda stated they recognized funding would be needed to explore the process and get citizen input. The City was not able to find funding so, at that point, Ramsey^3 decided to look for other funding, prepared a proposal to the McKnight Foundation, and was successful in obtaining a grant for that work.

Mr. McDilda presented the phases they used to educate and use Open Space Technology (OST) to gather public comments. Another phase was to determine how to use the 1,200 or so different public comments and lay them out into a guideline and identify values. Mr. McDilda read the Ramsey^3 vision statement, values statements, checklist to guide review of zoning alternatives and future planning, commenting on each of the six components and recommendations for changes. He emphasized the guidelines can be used when looking at land use maps and Codes to put them in a matrix and determine how many values it does or does not meet. This will give people a way to draw contrast and comparison on different issues and discussions being held. Mr. McDilda stated if these guides can be included, it will go a long way in having the Comp Plan meet the needs and desires of Ramsey's residents. He stated the guides are all of equal importance.

Mr. McDilda acknowledged members of the Ramsey^3 Steering Group that he served with: Will Thompsen, Sarah Strommen, Ralph Brauer. Read members of the Ramsey^3 Visioning Team: Melody Shyrock, Jim Overtoom, Al Pearson, Ryan Hunt, Bob Ramsey, John Enstrom, Colin McGlone, Jim Steffen, Ralph Hunt, Bob Benz, and Dan Markel as a consultant. He also acknowledged City staff, Kurt Ulrich, Amber Miller, Tim Gladhill and Sylvia Frolik and past staff members Pat Trudgeon and Breanne Dalnes. He also extended his appreciation to residents of Ramsey who were involved and provided input.

Motion by Councilmember Jeffrey, seconded by Councilmember Elvig, to adopt Resolution #08-08-140 acknowledging the efforts of the participants in the Ramsey^3 project and receiving the Final Report, Vision, and Values Statement.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Elvig, Dehen, Look, Olson, and Strommen. Voting No: None.

Motion by Councilmember Jeffrey, seconded by Councilmember Olson, to adopt Resolution #08-08-141 acknowledging the significance of the Ramsey^3 Steering Committee.

Further discussion: Councilmember Elvig extended his appreciation for the tremendous work expended in this effort, noting many organizations are looking at Ramsey^3's efforts and are looking for something magnificent to come out of it. He stated this process will create a positive and proactive outlook for Ramsey.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Olson, Dehen, Elvig, Look, and Strommen. Voting No: None.

Mayor Gamec stated he attended a Land Planning meeting and was asked about Ramsey^3 and the process used.

Mr. McDilda stated one of the great things in Ramsey is its residents and how much they care about their City and where it is going.

Mayor Gamec advised the Ramsey^3 received a trial grant and then the McKnight Foundation dropped all funding for this process. However, they are now looking at it again.

Councilmember Strommen stated Michael Herman came to Ramsey twice during the initial OST and again about a year later to review the draft vision and value statements. Mr. Herman made a comment about the remarkable change that had taken place during that year. He indicated that at the initial meeting, residents made statements at other people and it was not a conversation. Then, a year later, there was dialog and conversation between residents, even though there was not always agreement. Councilmember Strommen stated it was most gratifying to her to learn how to come together as a community, face difficult issues and disagreements, and hold a conversation about them and come together. She stated it is very important for all to acknowledge and thank the residents involved. She stated it is an exciting future if Ramsey can keep moving in that direction.

Mr. McDilda stated he is sure he missed someone during acknowledgements and apologized if that happened. He stated he also wants to acknowledge the Mayor and Councilmembers for their support of Ramsey^3 to move forward with the process.

Public Hearing

Case #2: Public Hearing to Consider Execution of Business Subsidy Agreement with CTT Properties, LLC (Panther Precision Machine)

Mayor Gamec closed the regular portion of the City Council meeting at 8:23 p.m. in order to conduct a public hearing.

Public Hearing

Mayor Gamec called the public hearing to order at 8:23 p.m.

Presentation

Economic Development Coordinator Sullivan stated staff has negotiated a development agreement with CTT Properties, LLC (Panther Precision Machine), for a 25,000 sq. ft. office/warehouse building to be constructed in the Fall of this year. The building will be located east of the lot owned by Panther Precision Machine. They currently employ 30 people, 19 of them added since they moved to Ramsey. The new expansion will have nine new job creations paying at least $14 per hour. The subsidy proposed is within the Council guideline requirement of one job creation for each $25,000 increment of assistance. In April, the EDA made a motion to recommend approval. It will have an assessed taxable market value of approximately $1.776 million, generate $58,200 annually in taxes, and approximately $34,770 annually in tax capacity. Tax increment generated per year will be approximately $18,000, which would be used to assist the City with its payment for public improvements. He noted that Tom Olson and Tracy Anderson of CTT Properties are available to answer questions on the project.

Citizen Input

There was none.

Motion by Councilmember Jeffrey, seconded by Councilmember Strommen, to close the public hearing.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Strommen, Dehen, Elvig, Look, and Olson. Voting No: None.

The public hearing was closed at 8:26 p.m.

Council Business

Mayor Gamec called the regular City Council meeting back to order at 8:26 p.m.

Tom Olson, Panther Precision Machine, Tracy Anderson of Dynamic Rigging, Inc. introduced themselves.

Councilmember Elvig asked if it is warehouse or manufacturing space.

Mr. Olson stated it is warehouse, manufacturing, and office.

Councilmember Dehen asked staff to explain the subsidy.

Economic Development Coordinator Sullivan explained that TIF is a tool the City has to allow new projects to be built by providing land at a reduced cost. In this case, it is $200,000 and over time, the project will pay taxes to cover the cost of infrastructure and create new jobs. They will sign an agreement to create new jobs or they will have to pay back the assistance. This TIF will expire in 2011 and then the district will be retired. He advised that the City has put up water towers from TIF funds generated beyond expectations.

Councilmember Elvig stated they have a good track record, exceeded initial expectations, and are a wonderful addition to Ramsey.

Motion by Councilmember Elvig, seconded by Councilmember Olson, to authorize business subsidy agreement with CTT Properties, LLC.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Elvig, Olson, Dehen, Jeffrey, Look, and Strommen. Voting No: None.

Motion by Councilmember Jeffrey, seconded by Councilmember Elvig, to authorize execution of a development agreement with CTT Properties, LLC, contingent upon review by the City Attorney.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Elvig, Dehen, Look, Olson, and Strommen. Voting No: None.

Council Business

Case #3: Adopt Resolution Authorizing the Sale of Lots 1 and 1A, Block 1, TC Trail, Anoka County, Minnesota

Economic Development Coordinator Sullivan explained that this case is to authorize the sale of torrents property. There is a County requirement that specific authorization is required for torrents property. He explained the Ordinance was introduced and adopted in April for the City requirement and this is now a County requirement.

Motion by Councilmember Elvig, seconded by Councilmember Strommen, to adopt Resolution No. 08-08-143 which is a resolution authorizing the sale of Lot 1 and Lot1A, Block 1, TC Trail.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Elvig, Strommen, Dehen, Jeffrey, Look, and Olson. Voting No: None.

Case #4: Request for Final Plan Review of TC Trail; Case of the City of Ramsey

Associate Planner Gladhill explained this case is related to the platting of Lots 1 and 1A, as well as Outlots A and B of TC Trail, previously portions of Sunfish Lake Business Park and Sunfish Lake Business Park Second Addition. The City engaged the services of Hakanson Anderson to assist. Associate Planner Gladhill stated two accesses are proposed, noting the location of the flag lot. He stated drainage, grading and landscape plans will be considered as part of the Site Plan application. Park Dedication Fees have been satisfied with a previous plat and trail dedication, stormwater fees, sanitary sewer trunk charges, and water trunk charges will be addressed through a TIF Agreement with Panther Precision Machines.

Councilmember Elvig asked about the flag lot.

Associate Planner Gladhill used a map to identify the location and explained the purpose is to provide two points of access, which is important for emergency services.

Motion by Councilmember Jeffrey, seconded by Councilmember Strommen, to adopt Resolution #08-08-144 granting final plat approval to TC Trail.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Strommen, Dehen, Elvig, Look, and Olson. Voting No: None.

Case #5: Request for Site Plan Review; Case of Sharp and Associates, LLC

Associate Planner Gladhill stated this case deals with the Panther Precision expansion of approximately 2600 sq. ft. addition on Lots 1 and 1A of TC Trail. He stated drainage, grading, and landscape plans are generally acceptable, subject to the staff review letter. He noted the revised plans identify the flag lot and increased landscape requirements have been shifted onto the Outlot to the east, which is City owned property. Associate Planner Gladhill stated setbacks conform and the building is proposed to be constructed of precast rib panels with smooth architectural elements. The Planning Commission met on August 7, 2008 to discuss the site plan and recommended approval. Staff recommends approval conditioned on the staff letter dated August 1, 2008 and revised on August 8, 2008.

Mayor Gamec asked if the landscaping would be shifted to the Outlot.

Associate Planner Gladhill stated staff is working with the applicant to shift landscaping to the Outlot in order to accommodate the size of facility they want to build.

Economic Development Coordinator Sullivan explained that CT Trail wants to make the pond an amenity. The pond configuration has some contour and the intent is to allow them to utilize some trees off site so it looks better.

Councilmember Elvig asked staff to describe the property to the south.

Economic Development Coordinator Sullivan stated that property is owned by Rotary Systems, another manufacturing company and it fronts on Azurite Street.

Councilmember Elvig commented that he did a fair amount of landscaping on his site and described the resulting problems with storage of snow. He noted that snow on the flag lot and roadway will have to be plowed to the south and dumped onto the area of landscaping. He stated his concern whether there is a friendly neighbor to the south that will allow snow to be plowed onto their lot.

Mayor Gamec noted there is a large area between the building and Rotary Systems.

Associate Planner Gladhill advised that Hakanson Anderson made the flag portion of the lot larger so it could accommodate snow storage. Their engineer felt there would be sufficient width for a blacktop drive plus snow storage.

Dennis Sharp, Sharp and Associates, stated they discussed snow storage and the logical storage location is the ponding area, which will work fine.

Mayor Gamec questioned snow storage in the ponding area and asked whether there are restrictions if the pond has an over flow pipe.

Assistant City Engineer Hinner stated that pond is part of a larger system but he does not know if water leaves that area. He stated staff will work with the applicant to assure it is not a problem.

Councilmember Elvig recommended staff look at that issue and how trash from the snow will be cleaned up before the frost goes out.

Motion by Councilmember Elvig, seconded by Councilmember Jeffrey, to approve the site plan and associated Development Permit (TIF Agreement Exhibit C), contingent upon conformance with the City Staff Review Letter dated August 1, 2008 *revised August 8, 2008.*

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Elvig, Jeffrey, Dehen, Look, Olson, and Strommen. Voting No: None.

Revise Agenda

City Administrator Ulrich explained that the Economic Development Coordinator has a scheduling conflict and requested the agenda be revised to next consider Case #12.

The Council agreed.

Case #12: Authorize City Council to Execute a Loan Agreement with Clear Choice Countertops, Inc.

Councilmember Dehen asked about the loan agreement with Clear Choice Countertops, Inc.

Economic Development Coordinator Sullivan advised the business is currently housed in a multi-tenant facility.

Councilmember Strommen left the meeting at 8:42 p.m.

Councilmember Dehen asked how the City decides which businesses should get loans and why they are not referred to a bank.

Economic Development Coordinator Sullivan stated it is a revolving loan program and its funds were put in through the old State MIF Program. He explained this fund started when Systematic Refrigeration received a $300,000 grant that was paid back to the City. The City then paid back the State of Minnesota, as a pass through, and was allowed to keep $150,000 for this revolving loan program. The amount in that Revolving Loan Fund is now about $190,000. The Council put together Revolving Loan Fund guidelines that deal with how funds can be loaned and the

interest rate. This is one of the programs staff refers businesses to that are looking for help. It is only for manufacturers, not retailers, and an employment aspect for job growth with good paying salaries is required because the loan is considered a subsidy if lower than market rate.

Councilmember Dehen asked why this fund only applies to manufacturers.

Economic Development Coordinator Sullivan stated that is a guideline set forth by the Council.

Mayor Gamec explained the Council looked at the volume of jobs that would be created with a retail business versus manufacturing and found it would be better with manufacturing and bring in larger tax increment. He noted a small retail business may be a one-person operation.

Councilmember Dehen asked what the policy rationale is for the City doing the loan as opposed to telling the business to go to the bank.

Mayor Gamec stated he serves on a bank board and there are other loans available, such as through the Small Business Administration, but then the businesses may move from Ramsey and go to another city.

Councilmember Elvig explained that the Economic Development Authority (EDA) recognizes that new business is some of the most expensive business to attract and sometimes requires full subsidy. Part of the initiative of the EDA is to grow the businesses that are already here. He explained how this program can work to assist a business in buying a needed piece of equipment and stated he used a program from Anoka County for his business. The program under consideration has little or no expense to Ramsey because it is a revolving fund.

Economic Development Coordinator Sullivan explained the fund continues to grow as loans are made and payments come in.

Councilmember Dehen asked what happens if a business defaults.

Economic Development Coordinator Sullivan explained that under this situation the loan will utilize the machinery as collateral. If they default, the City will get the machinery.

Motion by Councilmember Jeffrey, seconded by Councilmember Olson, to approve the loan request between Clear Choice Countertops, Inc. and the City of Ramsey, to obtain a personal guarantee from Mathew Semler and to authorize the Mayor to execute the required loan documents.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Jeffrey, Olson, Elvig, Dehen, and Look. Voting No: None. Absent: Councilmember Strommen.

Case #6: Adopt Ordinance to Amend City Code Section 9.15 Towers; Case of the City of Ramsey

Associate Planner Gladhill explained the City had a moratorium on cell phone towers during which time staff studied the height, location, and setbacks in the City. At the August 7, 2008, Planning Commission meeting a recommendation was made. However, Commissioners questioned the motion reflected in the meeting minutes so staff reviewed the tape and confirmed that direction was given to staff to work with a property owner who wanted his property excluded from the Overlay District. The Planning Commissioner didn't think they motioned to exclude the property, but that is how the motion was introduced. He stated this Ordinance was introduced on July 22, 2008, and is available for adoption tonight.

Councilmember Dehen noted the new height limit was adjusted to 100 feet and asked what was the rationale to add 20 feet more. He asked if they couldn't use the 100-foot height to co-locate.

Associate Planner Gladhill explained it gives the applicant incentive to construct with co-locations to get the extra 20 feet.

Mayor Gamec noted it will result in fewer towers because of co-locating.

Community Development Director Miller stated locations in parks would also be considered to allow the Council's preference to locate antennas on light poles. He advised City Engineer Olson has indicated light poles for ball diamonds would top out at 100 feet, at the highest, so an additional 20 feet would be needed for tower with co-locates.

Councilmember Elvig left the Council Chambers at 8:52 p.m.

Motion by Councilmember Olson, seconded by Councilmember Look, to adopt Ordinance #08-24 amending City Code Section 9.15 Towers.

A roll call vote was performed by the Recording Secretary:

Councilmember Dehen:	aye
Councilmember Elvig:	absent
Councilmember Strommen:	absent
Councilmember Jeffrey:	aye
Councilmember Olson:	aye
Councilmember Look:	aye
Mayor Gamec:	aye

Motion carried.

Case #7: Adopt Ordinance to Amend Section 9.12 (Signs) of City Code to Incorporate "Dynamic Display" Sign Regulations; Case of the City of Ramsey

Community Development Director Miller stated on July 22, 2008, the City Council introduced an ordinance to amend sign regulations to regulate dynamic display signs. The ordinance will define digital display, size of the sign, and speed of the message. It is staff's recommended action to adopt this ordinance on roll call vote

Councilmember Elvig returned at 8:54 p.m.

Mayor Gamec stated he was contacted by the radio station that wants a dynamic display community billboard sign. He noted this Ordinance regulates how many seconds a message can be displayed and the height of the lettering. He asked if a variance application can be made if the radio station would like large lettering or a different speed of message display.

Community Development Director Miller stated there is a Conditional Use Permit (CUP) process so if they want something other than currently allowed, they could come before the Planning Commission and request something different.

Mayor Gamec questioned the rate allowed.

Community Development Director Miller stated it is three seconds.

Mayor Gamec stated the speed of the message display is related to the speed of traffic on Highway 10.

Community Development Director Miller advised that staff met with the radio station personnel and explained the procedure if, in the future, they want to make application.

Motion by Councilmember Jeffrey, seconded by Councilmember Dehen, to adopt Ordinance #08-25 amending Section 9.12 (Signs) of City Code to establish dynamic display standards.

Councilmember Look:	aye
Councilmember Olson:	aye
Councilmember Jeffrey:	aye
Councilmember Strommen:	absent
Councilmember Elvig:	aye
Councilmember Dehen:	aye
Mayor Gamec:	aye

Motion carried.

Case #8: Update on Improvement Project #08-27, 167th Avenue NW Realignment and Acceptance of Appraisals and Authorization to Negotiate Land Acquisitions

Assistant City Engineer Himmer stated the end of June the Council discussed this project as part of the design preparation authorized in April 2008. Staff tried to balance and minimize environmental and property impacts. In June, three alternatives were prepared for the westerly 500 feet and Council direction was to determine costs with each option. Appraisals were performed and costs provided in detail. Assistant City Engineer Himmer noted the three alternatives range from $420,000 to $27,000. He described each of the alternatives, noting Alternate 1 results in the resident leaving a home valued at $431,666 for total acquisition of the parcel plus a minor easement. Alternate 2 costs $27,766 and skirts the wetland, impacting two

property owners with the most significant impact being to the same property as impacted in Alternative 1. However, that property owner is not in favor of the project or supportive of acquisition. That property owner indicated if there is a taking, he would prefer the City take it all. Alternate 3 shifts the curve to the east and pushes acquisition to the next property over. That property owner was not too thrilled about the project but indicated they understood and would investigate options so they could make an informed decision. However Alternate 3 results in the most significant impacts to the wetland and the Watershed District may not support such a project. Based on acquisition alone, the cost is $49,250 plus additional costs for more fill, storm sewer, and geotechnical investigation that is estimated at $126,000 of additional costs. Assistant Engineer Himmer stated staff also investigated purchasing wetland banking, which would lower the costs significantly. Staff requests authorization to accept appraisals and start negotiations once the final alignment is decided upon.

Mayor Gamec asked about the driveway location for the property and stated it may be best in the long run to go with Alternative 2 but buy the whole property.

Assistant City Engineer Himmer stated that would leave open the option of resale and noted utilities are in the area.

Councilmember Look noted there has been some discussion about a costly culvert under the roadway with Alternate 2.

Assistant City Engineer Himmer stated that was with Alternate 3, not Alternate 2.

Councilmember Olson asked what is the total cost and how would it be funded.

Assistant City Engineer Himmer stated all funds will be paid through MSA dollars. He estimated the costs for the project, not including property acquisition, at about $900,000. It was noted the sanitary sewer and watermain portions are proposed to be funded through their corresponding Utility Funds. It is estimated that $190,000 would be financed through the Water Utility Fund, and $250,000 through the Sewer Utility Fund.

Councilmember Elvig agreed that Alternate 2 is the best approach and he would like to authorize staff to find out if the land can be purchased or if they want to maintain their dwelling and live there for a while.

Assistant City Engineer Himmer stated that property owner is in attendance. He advised that staff has talked about alternate driveway locations, options, and would look to find a compromise if it is more economical.

Councilmember Dehen asked where this road goes.

Assistant City Engineer Himmer described the Section 1 location from Highway 5 on the east to Quartz where there is a T in the road.

Councilmember Dehen asked if the City has done mapping so it is not done piecemeal fashion.

Assistant City Engineer Himmer stated at Quartz there are easements in place and assured the Council that nothing done here would be redundant with future work.

Councilmember Dehen noted this action would make a significant improvement to the road and he wondered if this may not be a good corridor.

Mayor Gamec explained that drivers are going off the road and onto private property. This is one of the most dangerous corners in Ramsey and the City has wanted to change it for several years because it is a safety factor.

Assistant City Engineer Himmer stated no one has questioned the need for this project and understand it needs to be done.

Councilmember Dehen noted just the corner of 7131 is being impacted.

Assistant City Engineer Himmer stated that is correct, and it impacts about 750 square feet.

Councilmember Dehen stated it may be even less impact because the City already has some easement.

Assistant City Engineer Himmer stated the roadway would fall in the right-of-way but the trail would be within two feet of the property line. There is no request for standard drainage and utility easements because they already exist in the street.

Councilmember Dehen asked whether the City would be required to take the full seven acres if the project only impacts a small part.

City Attorney Goodrich advised that Ramsey can take just the amount necessary.

Councilmember Dehen asked whether the owner has been approached about taking just the area of impact.

Assistant City Engineer Himmer stated the property owner has been approached but not with the appraisal or dollar figures because the appraisals are under consideration tonight.

Councilmember Dehen noted the area of small impact in Alternate 2 is appraised at $27,000.

Assistant City Engineer Himmer stated the value of the land to be taken is $15,600. Damages and loss of trees is added as well as encroachment in having the road closer to the home and loss of property, which equates to $27,766.

Councilmember Dehen noted that Alternate 2 also impacts the 7100 property and asked what is that cost.

Assistant City Engineer Himmer stated the cost for 7100 impacts is $10,100. He explained there are also impacts at 7131 and 7046 so staff considered all acquisition costs to assure a comparison based on "apples to apples."

Councilmember Dehen asked about the third property.

Assistant City Engineer Himmer explained there would be a small impact for easement damages to the third property.

Councilmember Cook asked about the trail and stated hopefully this will be an example of using Sate Aid dollars for the road. He noted that in the Northfork area, MSA funds were used for trails/sidewalks and the City Council talked about policy relating to MSA and assessments.

Assistant City Engineer Himmer stated there will be no assessments because this project improves the safety and geometrics of the road. It will also improve walkability by including trails.

Councilmember Look stated the Council discussed possibly assessing some of the Northfork costs since the road would be upgraded. He is concerned about spending about $1 million of MSA dollars for this project. He asked if all the MSA dollars will be spent on one project when there are many projects throughout the City.

Assistant City Engineer Himmer agreed with the concern of using $1.4 million potentially on this project. He explained that MSA dollars accrue annually and carry into the next year. Ramsey can also spend out into the future allocations. He stated he was trying to get down to the exact costs and impacts to the future with MSA dollars.

Councilmember Look stated the Council discussed having a policy for use of MSA dollars. With the Northfork property, Andrie Street, there was going to be an assessment; however there will be no assessment with this project. He stated there needs to be a consistent policy.

Assistant City Engineer Himmer stated they are two drastically different projects because this project was looked at as a major road within Ramsey that was not up to safety standards, there was a need for an east/west connection, and it was initiated by Ramsey as a transportation need.

Councilmember Elvig stated with the Northfork project, the City was petitioned to improve the road to a higher standard and that initiated the discussion that at some point the City should look at a policy. With Northfork, the only tool to upgrade beyond the City's standards involved MSA plus assessments.

Assistant City Engineer Himmer stated that is correct and Northfork was always intended to be an assessed project.

Councilmember Elvig noted that Ramsey was "scolded" for pooling State Aid funds because the City was not putting the money to work. He stated it is good to have a road plan to anticipate

road projects that will be coming up. Now, no more than two years of MSA is pooled and Ramsey does not spend out beyond four years.

Assistant City Engineer Himmer agreed there was some discussion about being penalized for conducting due diligence before projects were done.

City Administrator Ulrich asked staff to put together a proposal with Alternate 2 after talking with that homeowner whether to purchase the entire area or just the small area needed.

Assistant City Engineer Himmer stated there are 7 to 8 acquisitions that need to take place and the other acquisitions need to be resolved.

Councilmember Elvig supported staff being authorized to start negotiations.

Assistant City Engineer Himmer stated it sounds like Alternate 2 is the alignment but the question is whether or not the City needs to purchase all of 7131.

Councilmember Dehen asked why Ramsey would want to purchase easements ahead of time before knowing the price for 7131. He stated he wants to know the price first so Ramsey is not "held hostage" on the easements already purchased.

Assistant City Engineer Himmer stated regardless of what happens, they are independent acquisitions and construction easements. He stated he would like those pieces concluded and then come back with a recommendation on the 7131 property.

Motion by Councilmember Elvig, seconded by Councilmember Look, to adopt Resolution No. 08-08-145 authorizing the required property acquisition for the realignment of 166th / 167th Avenue NW to State Aid standards, based upon the alignment in Alternate 2, and the final decision coming back to Council with findings, conclusions and concerns of the staff.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Elvig, Look, Dehen, Jeffrey, and Olson. Voting No: None. Absent: Councilmember Strommen.

Case #9: Authorize Installation of Security Cameras in TH 47 Pedestrian Underpass

Assistant City Engineer Himmer stated this project was approved in the Summer of 2005 with some reconstruction on Highway 47. The meeting minutes at that time indicate some concern about security. Since that time, lighting has been installed and most recently, graffiti was discovered as well as broken lights. Staff is trying to determine how to address security cameras and concerns about costs, housing equipment, and temperature issues so staff investigated cameras that work through the Internet and records at City Hall. Staff recommends the use of IP cameras. The cost is $9,050.86 for a three-year contract with Quest at $65.40 per month plus install of cameras, software and hardware needs.

Councilmember Olson asked who maintains the cameras.

Assistant City Engineer Himmer stated the maintenance under either option will be a City responsibility and those costs were not included. The cameras are vandalism resistant and would be purchased as a capital improvement. He noted that ten years of service equals the DVR option of $16,117.65, to recapture those costs.

Councilmember Look stated the reality is that there is a fair amount of vandalism that occurs in this area and the parks that cost the City real dollars. He stated he favors this camera and to research the possibility at other parks that have vandalism.

Motion by Councilmember Look, seconded by Councilmember Olson, to authorize staff to proceed with the installation of IP security cameras in the Highway 47 pedestrian underpass and execute a 3-year contract with Qwest for an Internet service connection.

Further discussion: Councilmember Jeffrey stated he agrees with Councilmember Look but noted these cameras will not be surveiled, but played back should vandalism occur. Assistant City Engineer Himmer stated it will be similar to the camera in the parking ramp that is recorded 24 hours a day but not monitored 24 hours a day. He suggested the same types of signs be placed as used in the ramp. Councilmember Dehen stated his concern about spending $10,000 every place the City experiences vandalism. He asked if this is a problem area with vandalism or assaults. Assistant City Engineer Himmer stated it is an area where a person can hide, there is not an established neighborhood, and it could be open to other types of activities. Councilmember Dehen asked if this is the worst area. Assistant City Engineer Himmer stated he does not know whether it is the worst area but there has already been significant vandalism over a short time period. At the original approval, conduits were approved to be installed in the event surveillance was needed. Councilmember Elvig stated when this overpass went in, the Council had the opportunity with the project on the east side of Highway 47 and wanted a connection point. The developer agreed so over six to ten weeks, it was approved and went in. However, this is a tunnel where activities could occur and some kind of camera or surveillance is needed. He stated that he thinks this purchase is necessary and is sorry vandalism had to happen before it was considered. Assistant City Engineer Himmer agreed a camera was always "on the radar." He stated he tried to work a camera into another location and may bring that forward once the Town Center moves forward. Councilmember Dehen urged parents to talk with their children and explain the high cost to all from vandalism.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Look, Olson, Dehen, Elvig, and Jeffrey. Voting No: None. Absent: Councilmember Strommen.

Case #10: Accept Plans and Specifications for City Project #08-29, Alpine Park Watermain Loop, and Authorize for Bid

Assistant City Engineer Himmer stated this project was authorized in May and he would like authorization to put plans out for bids. He stated staff will continue to negotiate with the MPCA for easements.

Motion by Councilmember Elvig, seconded by Councilmember Olson, to accept the plans and specifications for City Project #08-29, Alpine Park Watermain Loop, and authorize for bid.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Elvig, Olson Dehen, Jeffrey, and Look. Voting No: None. Absent: Councilmember Strommen.

Case ##11: Adopt Resolution #08-08-XXX Authorizing Execution of Agreement with the Minnesota Department of Public Safety for 2008-2009 Participation in the Safe and Sober Communities Program

Councilmember Look stated he has experience with this Program and requested that consideration be tabled so Police Chief Way can make comment. He explained that Ramsey receives money from the State for the Safe and Sober Communities Program. The "Safe" portion deals with seat belt use, which is not a primary offense so the driver cannot be pulled over for it. The "Sober" portion has to do with enforcement of alcohol arrests. To qualify for the Program, the officers have to make so many stops per hour or per day. Councilmember Look stated that he does not mind police officers making stops for legitimate reasons, but not to meet quotas. He does not want Ramsey residents put into a situation where they are pulled over for a reason that may be fabricated. Councilmember Look stated he was pulled over and given a card indicating they were conducting this Program at 4 o'clock in the afternoon. This left a "bad taste in his mouth." He stated that he has no problem with, as a secondary offense, ticketing if seat belts are not being worn but he does have a problem with quotas.

Motion by Councilmember Elvig, seconded by Councilmember Jeffrey, to table consideration of Resolution #08-08-XXX Authorizing Execution of Agreement with the Minnesota Department of Public Safety for 2008-2009 Participation in the Safe and Sober Communities Program and to request Police Chief Way attend the next Council meeting to address the Council's concerns.

Further discussion: Mayor Gamec noted that Highway Patrol Officers also make stops in Ramsey, not just local officers.

Motion carried. Voting Yes: Mayor Gamec, Councilmembers Elvig, Jeffrey, Dehen, Look, and Olson. Voting No: None. Absent: Councilmember Strommen.

Case #12: Authorize City Council to Execute a Loan Agreement with Clear Choice Countertops, Inc.

This item was considered earlier in the meeting.

MAYOR, COUNCIL AND STAFF INPUT

National Night Out

Councilmember Jeffrey reported that National Night Out went well and thanked residents, staff, officers, fire and safety personnel for their participation.

Traffic Concerns at 142nd Street and Argon

Councilmember Look agreed National Night Out was very successful and it gives residents an opportunity to talk to Councilmembers. He stated he was asked about traffic levels at 142nd Street and Argon and indicated he would support discussion at a Work Session to discuss the possibility of closing it off. He explained resident's concern due to bypass traffic cutting through their neighborhood, which poses public safety and welfare concern for those residents. Councilmember Look stated if the Council agrees, he would like the topic discussed at a Public Works meeting and a recommendation received from Fire Chief Kapler.

Councilmember Jeffrey stated he also heard that concern.

Councilmember Elvig agreed the whole area needs to be looked at for traffic.

Recycling Fees

Councilmember Elvig stated Ms. Backus asked why they pay a recycling fee when they don't recycle through the City but through another provider. He stated he did not know the details of that program and asked staff to provide that information so he can relay it to Ms. Backus. He suggested the *Ramsey Resident* newsletter include information on the recycling program and fees, or that it be answered on camera.

Concerns with Survey

Councilmember Elvig reported a resident called about the survey being conducted by a citizen-led group about a potential referendum to purchase greenways and waterways. The resident wrote down notes and believed the City was sponsoring the survey and pushing the initiative. Councilmember Elvig stated he explained that it was a citizen-led initiative but the survey staff made comments to her that it was initiated by the City. He stated he is concerned this group may be misrepresenting themselves as an "arm" of the City and asked staff to call the person in charge and make that distinction with them.

Mayor Gamec advised that Decision Resources states at the beginning of the survey that they are an outside agency and asking questions about the City.

Councilmember Dehen noted there is a "City connection" because an Environmental Policy Boardmember wrote to the City requesting comments about the survey.

Mayor Gamec stated the biggest problem is when the survey asks residents if they want to pay higher property taxes. He stated he has also received some calls on the survey.

City Administrator Ulrich stated the City is not paying for the survey and is not in charge of the survey. The survey was provided to the City to inform us it was being sent out. He explained that it is the intention of the group to share the survey results with the Council at a future Work Session meeting.

Councilmember Elvig stated it is a phone survey, not a written survey.

Mayor Gamec stated the survey on parks and open space is going out in conjunction with the Three Rivers Park District.

Public Access to Mississippi River

Councilmember Dehen stated he spoke with Parks Supervisor Riverblood about trying to get access to the Mississippi River for Ramsey residents. He noted there is a beautiful stretch of the Mississippi River in Ramsey but no access because there is no landing. Parks Supervisor Riverblood had said he would talk with County staff about getting a landing by Diamonds, off Traprock. Councilmember Dehen noted other access locations in neighboring communities and stated if a landing is available in Ramsey, it will allow residents to enjoy the River.

ADJOURNMENT

Motion by Councilmember Olson, seconded by Councilmember Dehen, to adjourn the meeting.

Motion carried.

The regular meeting of the City Council adjourned at 9:52 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.

AFFIDAVIT OF PUBLICATION

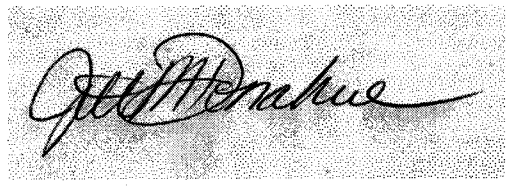
STATE OF MINNESOTA)
COUNTY OF ANOKA) SS

Jill Donahue, being duly sworn on oath says that she is the business manager of the newspaper known as the Anoka County Union, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualifications as a qualified newspaper, as provided by Minnesota Statue 331A.02, 331A.07 and other applicable laws, as ammended.

(B) The printed NOTICE OF PUBLIC HEARING (PANTHER), which is attached was cut from the columns of said newspaper and was printed and published once a week for one week; it was first published on Friday, the 1st day of August, 2008, and was therefore printed and published on every Friday to and including Friday, the 1st day of August, 2008, and printed below is a copy of the lower case alphabet from A to Z, both inclusive, which is hereby acknowledged as being the size and kind of type used in the composition and publication of the notice

abcdefghijklmnopqrstuvwxyz
abcdefghijklmnopqrstuvwxyz



Business Manager

Subscribed and sworn to before me on
this 1st day of August, 2008



Notary Public

NOTICE OF PUBLIC HEARING

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA
TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Ramsey City Council will hold a public hearing on Tuesday, August 12, 2008, at 7:00 p.m. at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN 55303.

The purpose of the hearing is to consider a Business Subsidy Agreement with CTT Properties, LLC and/or its operating entity.

All interested persons are invited to attend the hearing and comment on the proposed Business Subsidy Agreement with CTT Properties, LLC and/or its operating entity. The City of Ramsey complies with the Americans with Disabilities Act and upon advance request, information will be provided in an alternative form and interpreters will be available. Any person with such a request should contact Jo Ann Thieling at 433-9840 by noon on Thursday, August 7th, 2008. There is a TDD machine at Ramsey Municipal Center; the number is 763-427-8591.

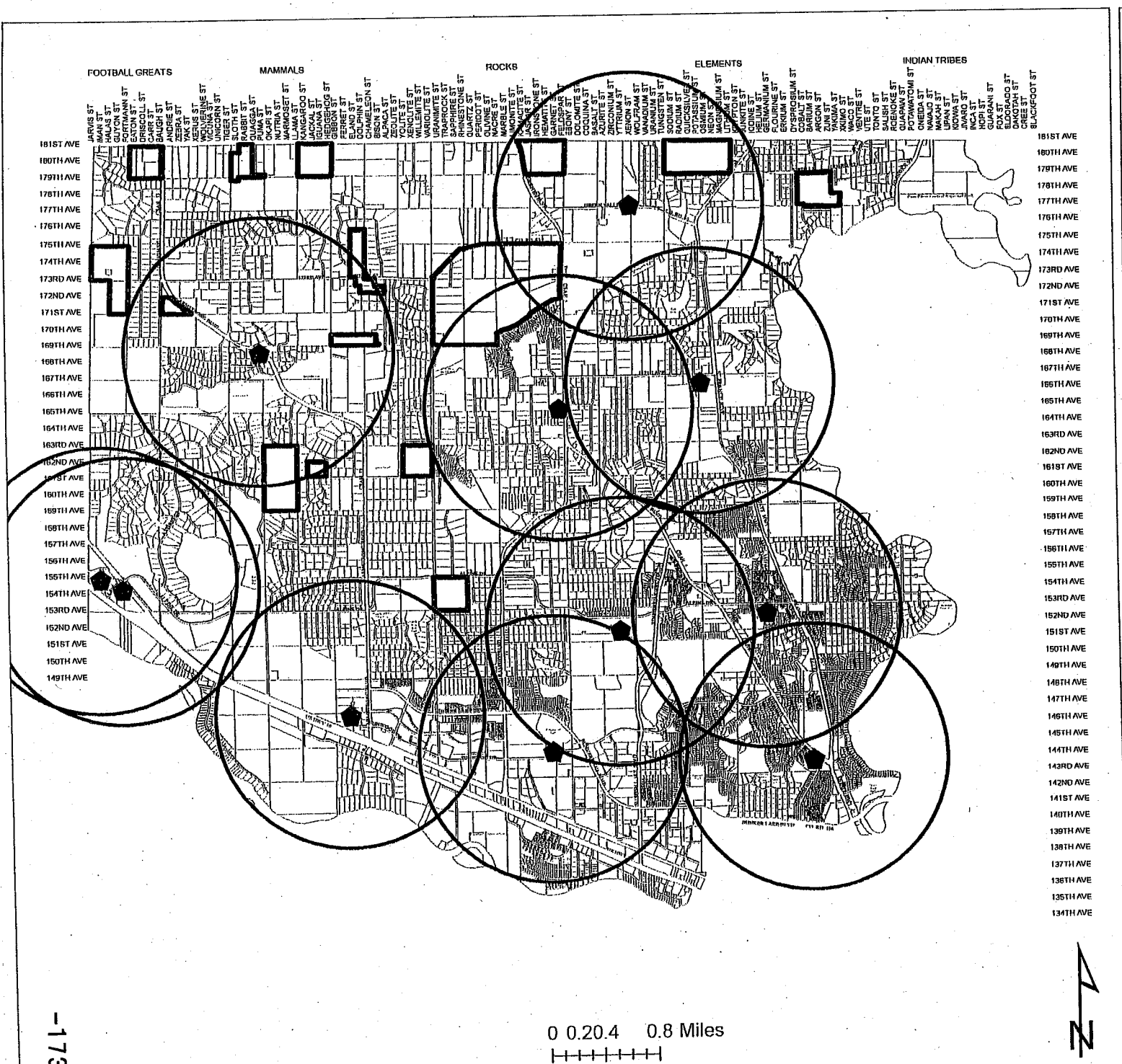
Written comments are welcome and shall be addressed to the Ramsey City Council, 7550 Sunwood Drive NW, Ramsey, MN 55303. Written comments shall be received at the above address prior to 4:00 p.m. on Tuesday, August 12, 2008.

Jo Ann Thieling
City Clerk
Date: July 16, 2008
abcdefghijklmnopqrstuvwxyz
Published in Anoka County Union
August 1, 2008

RATE INFORMATION

(1) Lowest classified rate paid by commercial users for comparable space	$ 15.00 (line, word or inch rate)
(2) Maximum rate allowed by law for the above matter	$ 15.00 (line, word or inch rate)
(3) Rate actually charged for the above matter	$ 10.25 (line, word or inch rate)

1,309,282



City of Ramsey

Proposed Tower Overlay Districts

City of RAMSEY

Legend

- Towers
- One Mile Buffer
- Proposed Overlay
- Parcels

Exhibit B

	Residential	Industrial	Commercial	Other Comments
Ramsey	*100*	*100*	*100*	*Additional 20' for multi-use towers (antenna)*
Andover	100	150	120	Additional 20' for multi-user towers
Anoka	90	150	150	Additional 20' for multi-user towers; protected residential limit is 60'
Bloomington	30	100	75	
Edina	30	125	75	Certain residential can be 75'
Elk River	150	150	150	All towers must be within Tower Overlay District. Co location requirements increase as height increases.
Champlin	150	150	150	Additional 20' for multi-user towers
Mounds View		150	100	10' above roof line in residential areas or on "upward thrusting architectural elements" B-1 and B-2 Districts limit=75; Additional 20' for co-location in Business and Industrial Districts. Certain uses require CUP.

NOTE: Based on 2008 Research

Enhancing Wireless Coverage in the Twin Cities

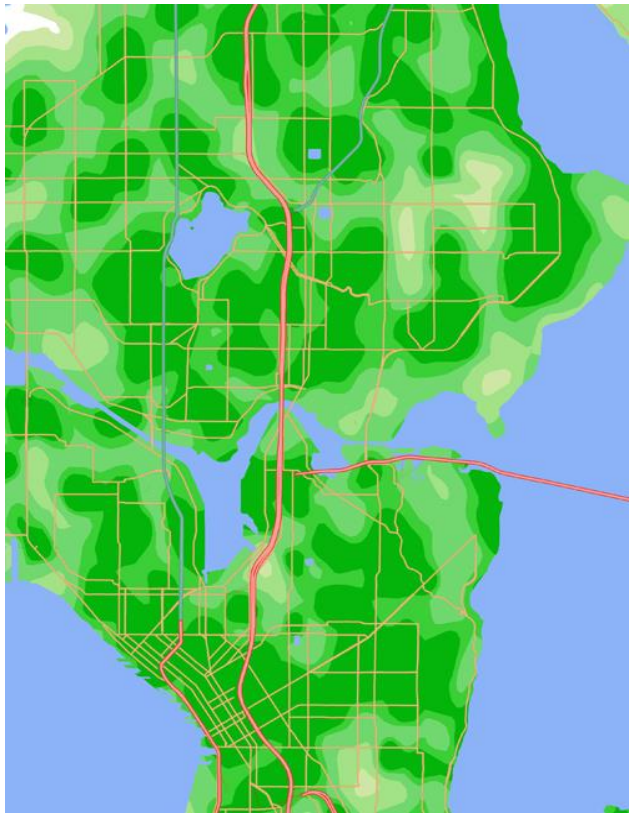
Wireless Usage

- **Wireless Penetration in the U.S.**
  - **June 1995 – 11%**
  - **June 2000 – 38%**
  - **June 2005 – 69%**
  - **June 2007 – 81%** ***www.ctia.org Sept 2007***

- **Currently, over 84% of all Americans subscribe to a mobile device.**

- **It took more than 90 years for landline telephone service to reach 100 million consumers. It took more than 21 years for color televisions to reach 100 million consumers. It took less than 17 years for wireless to reach 100 million consumers.**

  www.ctia.org June 2007



Enhancing Wireless Coverage in the Twin Cities

Landline Replacement

- **60% of all cell phone calls are made at home.** ***USA Today, 4-23-07***
- **Adoption of landline phone services peaked in 2001 with 127 million customers. Since then, the number of landline customers has steadily decreased to 107 million in 2005.** ***FCC Telephone Service Study 2007***
- **In 2006, U.S. Government statistics indicated 13.6% of wireless customers rely exclusively on their cell phone as their only phone – they've "cut the cord" and gone entirely wireless.**
- **During the last 3 months of 2006, half of the U.S. residents who moved households didn't reconnect their landlines.** ***Telephia Communications Survey 2007***



Enhancing Wireless Coverage in the Twin Cities

Safety Enhancement – E911

- As of June 2007, there are over 291,000 E911 calls made every day via wireless device in the U.S. *www.ctia.org Feb 2008*
- Roughly half the 9-1-1 calls made in the U.S. today come from a cell phone. *National Emergency Number Association*

The Future of Wireless

- "3G" High speed data networks and devices are out there. Unless networks expand to keep pace with increasing consumer demand, consumers may experience dropped calls, poor call clarity, and spotty coverage.



G1 with Google

Evolution of Tower Design

Original Cellular and PCS Networks built out in the late 90's with Monopole and Self-Support Tower Designs.





Low profile/Stealth Tower Designs



75’ Canister Pole – Stillwater, MN

75’ Canister Pole with Lights for Park – Apple Valley, MN



Stadium Light Pole – Flag Pole





75’ Church Bell Tower – Similar Design in Bloomington, MN



Low Profile Cluster mount on Light Pole – Bloomington, MN



Enhancing Wireless Coverage in the Twin Cities

Development Challenges

- Most wireless facility ordinances were passed in the mid-to-late 90's and significantly restrict sites in residential areas.
- Only viable options were water tower co-locations or building rooftop co-locations.
- Viable options in residential areas could be church and school campuses or park sites with athletic fields.
- Using municipal sites can provide an additional source of revenue.
- Having 'rock solid' wireless coverage in residential areas is a benefit to your citizens while also enhancing E911 safety.



CASE # 3

PUBLIC HEARING

CONSIDER ORDINANCE TO AMEND CITY CODE SECTION 9.15 TOWERS; CASE OF CITY OF RAMSEY

By: Tim Gladhill, Associate Planner

Background:

A moratorium on the construction of cell towers is currently in effect until September 17, 2008. Staff has proposed amendments to City Code Section 9.15 relating to the construction of cell phone towers.

The following items are enclosed for your information:

a) Proposed edited Ordinance with additions and deletions
b) Exhibit Depicting Current Tower Overlay
c) Exhibit Depicting Proposed Tower Overlay District
d) Exhibit Depicting Current Tower Locations
e) Minutes from May 27, 2008 City Council Work Session

Notification:

Notification for the Public Hearing was properly advertised per State Statute. Letters were sent to property owners affected by the change in the Tower Overlay District.

Observations:

As the Planning Commission may recall, there has been significant discussion regarding height of towers, placement of towers, as well as some minor revisions needed since the addition of the Public/Quasi-Public and Town Center zoning designations to City Code. Due to the increased demand of cell phone technology, cell phone providers state that additional towers and antennas are required to provide basic, uninterrupted service to customers, especially from within structures or homes. Many cell phone providers have stated that since more people are using cell phone technology as the primary phone, 911 communication on a cell phone from within a structure is especially important. Currently, towers are allowed on residential parcels that are at least ten (10) acres in size within the Tower Overlay District as shown on the official Zoning Map, all church, park, government, school, utility, and institutional sites that are also at least ten (10) acres in size, and all commercial and industrial parcels.

The Telecommunications Act of 1996 states that:

1. Local government regulations may not unreasonably discriminate among providers of functionally equivalent services.

2. Local regulations may not prohibit or have the effect of prohibiting the provision of personal wireless services.
3. Local units of government must act within a reasonable period of time on any request by a provider to place, construct, or modify a personal wireless service facility.
4. A decision by a local unit of government to deny a request must be in writing and supported by substantial evidence.
5. A local regulation may not regulate the placement, construction, or modification of a facility based on the environmental effects of radio frequency emissions to the extent that such facilities comply with FCC regulations.

It appears that the southern half of the community has the ability to be well served based on the current ordinance due to the proximity to industrial and commercial parcels which allow for cell towers. However, various sections of the City show potential gaps in coverage and will require construction of towers on residential parcels in order to achieve basic service needs. The major change as a result is amendments to the Tower Overlay District to allow for coverage within those gaps. Staff studied lot size and site conditions (natural resources, topography, etc.) to determine the new overlay district. Furthermore, there exists an opportunity to co-locate antennas on to existing utility transmission lines in the northern section of the City to enhance coverage in that area.

Attached is the proposed ordinance to amend City Code requirements for cell phone towers. The following is a summary of the proposed changes to the ordinance:

- Antennas may be co-located on existing structures in parks; however, no new towers may be constructed within parks
- Height limits have been adjusted to 100 feet in all zoning districts; an additional 20' may be granted if a minimum of two services are co-located on the tower
- The 10 acre requirement for lot size has been eliminated; lot size will be regulated by setback, which is the height of the tower plus 10 feet
- Towers must still be designed to accommodate three users
- Towers will not be allowed to be constructed in the Critical River Overlay District or Town Center Zoning Districts; however, antennas will be allowed to be mounted on existing structures in these areas
- Towers and antennas will not be allowed to be constructed in the H-1 Highway Business District; this area is reserved for future Highway 10 alignment and construction of towers would result in added relocation costs
- Towers will be allowed to be constructed the Public/Quasi-Public Zoning District

Funding Source:

The code revision is being processed as part of regular staff duties.

Recommendation:

Staff recommends the proposed ordinance amending City Code Section 9.15.

Commission Action:

Motion to recommend that City Council amend the Tower regulations in Section 9.15 of City Code.

-or-

Motion to recommend that City Council deny the proposed ordinance to amend the Tower regulations in Section 9.15 of City Code.

Review Checklist:

Assistant Community Development Director

PC: 07/10/08

ORDINANCE #08-__

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN AMENDMENT TO CHAPTER 9 WHICH IS KNOWN AS THE ZONING REGULATIONS CHAPTER OF THE CITY CODE OF RAMSEY, MINNESOTA.

AN ORDINANCE AMENDING SECTIONS 9.15 (TOWERS) OF CITY CODE

The City of Ramsey ordains:

SECTION 1 AUTHORITY

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

SECTION 2 AMENDMENTS

Section 9.15 (Towers) shall be amended to read as follows:

9.15 Towers

9.15.01 Definitions. The following words and terms when used in this Chapter shall have the following meanings unless the context clearly states otherwise:

Antenna – Any structure or device used for the purpose of collecting or transmitting electromagnetic waves, including but not limited to directional antennas, such as panels, microwave dishes, and satellite dishes, and omni-directional antennas, such as whip antennas.

Commercial Wireless Telecommunication Services – Licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, and similar services that are marketed to the general public.

Tower – Any ground or roof mounted pole, spire, structure, or combination thereof, including supporting lines, cables, wires, braces, and masts, intended primarily for the purpose of mounting an antenna, meteorological device, or similar apparatus above grade.

Communication Tower, Guyed – A tower that is supported, in whole or in part by wires and ground anchors.

Communication Tower, Monopole – A tower consisting of a single pole, constructed without guyed wires and anchors.

Communication Tower, Lattice or Self-Support – A tower that has three (3) or four (4) sides of open-framed steel supports.

Height of a Communication Antenna or Tower – The height of a freestanding communication antenna or tower is determined as the distance from ground level to the highest point on the tower, including the antenna.

Height of a Roof or Wall Mounted Antenna or Tower – The height of a communication antenna that is mounted on a roof or wall shall be measured from the point where the base of the antenna and its supporting structure appends to the roof or wall to the highest point of the supporting structure, including the antenna.

9.15.02 Purpose. In order to accommodate the communication needs of residents and business while protecting the public health, safety, and general welfare of the community, the Council finds that these regulations are necessary in order to:

a. facilitate the provision of wireless telecommunication services to the residents and businesses of the City;

b. minimize adverse visual effects of towers through careful design and siting standards;

c. avoid potential damage to adjacent properties from tower failure through structural standards and setback requirements; and

d. maximize the use of existing and approved towers and buildings to accommodate new wireless telecommunication antennas in order to reduce the number of towers needed to serve the community.

9.15.03 Towers in Residential Zoning Districts. Construction of towers to support commercial antennas that conform to all applicable provisions of this Code may be allowed only the following locations:

a. Parcels ~~at least 10 acres in size~~ within the Tower Overlay District as shown on the official Zoning Map.

b. All church, park, government, school, utility, and institutional sites ~~at least 10 acres in size~~

c. If the proposed tower is to be located within a residential district, documentation must be included in the application that demonstrates that the tower cannot be reasonably located within a commercial, industrial, or public/quasi-public zoning district.

9.15.04 Towers in Town Center and Critical River Overlay Zoning Districts. Construction of towers to support commercial antennas shall not be allowed in Town Center and Critical River Overlay Zoning Districts, except that:

a. Antennas may be attached to existing structures in provided the antenna does not extend more than 20 feet above the highest point of the structure or tower.

9.15.05 Towers in the H-1 Zoning District. Construction of towers to support commercial antennas shall not be allowed in the H-1 Highway Business Zoning District. Antennas may not be constructed on existing structures in the H-1 Zoning District.

9.15.064 Use of City Owned Land for Wireless Telecommunication Antennas and Towers

a. **Priority of Users**

1. City of Ramsey;

2. Public safety agencies, including law enforcement, fire, and ambulance services, which are not part of the City of Ramsey and private entities with a public safety agreement with the City of Ramsey;

3. Other governmental agencies, for uses which are not related to public safety; and

4. Entities providing licensed commercial wireless telecommunication services including cellular, personal communication services (PCS), specialized mobilized radio (SMR), enhanced specialized mobilized radio (ESMR), paging, and similar services that are marketed to the general public.

b. **Minimum Requirements**

1. The user must obtain a lease from the City, which shall take the following criteria into consideration:

(a) The antennas or tower will not interfere with the purpose for which the City owned property is intended;

(b) The antennas or tower will have no adverse impact on surrounding private property;

(c) The applicant is willing to obtain adequate liability insurance and commit to a lease agreement which includes equitable compensation for the use of public land and other necessary provisions and safeguards. The fees shall be established by the City Council after considering comparable rates in other cities, potential expenses, risks to the City, and other appropriate factors;

~~(d) The applicant is willing to obtain adequate liability insurance and commit to a lease agreement which includes equitable compensation for the use of public land and other necessary provisions and safeguards. The fees shall be established by the City Council after considering comparable rates in other cities, potential expenses, risks to the City, and other appropriate factors;~~

(de) The antennas or tower will not interfere with other users who have a higher priority as discussed in Section a;

(ef) Upon reasonable notice, the antennas or tower may be required to be removed at the user's expense;

(fg) The applicant must reimburse the City for any costs which it incurs because of the presence of the applicant's antennas or towers; and

2. The user must obtain all necessary land use approvals, including a conditional use permit from the City.

c. **Special Requirements.** The use of certain City owned property, such as water tower sites and parks, for wireless telecommunication antennas or towers brings with it special concerns due to the unique nature of these sites. The placement of wireless telecommunication antennas or towers on these special City owned sites will be allowed only when the following additional requirements are met:

1. **Water Tower Sites.** The City's water tower represents a large public investment in water pressure stabilization and peak capacity reserves. Protection of the quality of the City's water supply is of prime importance to the City. As access to the City's water storage system increases, so too increases the potential for contamination of the public water supply. For these reasons, the placement of wireless telecommunication antennas or towers on existing or future water tower sites will be allowed only when the City is fully satisfied that the following requirements are met:

(a) The applicant's access to the facility will not increase the risks of contamination to the City's water supply;

(b) There is sufficient room on the structure and/or on the grounds to accommodate the applicant's facility;

(c) The presence of the facility will not increase the water tower maintenance costs to the City; and

(d) The presence of the facility will not unreasonably interfere with maintaining the water tower.

2. **Parks.** The presence of certain wireless telecommunication antennas or towers represents a potential conflict with the purpose of some City owned parks. Wireless telecommunication antennas ~~or towers~~ will be considered only in ~~the following~~ parks after the recommendation of the Park and Recreation Commission and approval of the City Council. Antennas may extend a maximum on twenty feet above existing structures~~:~~

~~(a) Parks adjacent to an existing commercial or industrial use;~~

~~(b) Parks in Residential zones that are a minimum of 10 acres in size, except that antennas may be attached to existing structures in parks that are not 10 acres in size provided the antenna does not extend more than 15 feet above the highest point of the structure or tower.~~

~~(c) Park maintenance facilities.~~

d. **Application Process.** All applicants who wish to locate a wireless telecommunication antenna or tower on City owned property must submit to the City Administrator, or his/her designee, a completed application and detailed plan that complies with the submittal requirements of the Zoning Ordinance along with other pertinent information requested by the City.

e. **Termination.** The City Council may terminate any lease if it determines that any one of the following conditions exist:

1. A potential user with a higher priority cannot find another adequate location and the potential use would be incompatible with the existing use;

2. A user's frequency broadcast unreasonably interferes with other users of a higher priority, regardless of whether or not this interference was adequately predicted in the technical analysis; or

3. A user violates any of the standards in this policy or the conditions attached to the City's permission.

Before taking action, the City will provide thirty (30) days notice to the user of the intended termination and the reasons for it, and provide an opportunity for the user to address the City Council regarding the proposed action. This procedure need not be followed in emergency situations.

f. **Reservation of Right.** Notwithstanding the above, the City Council reserves the right to deny, for any reason, the use of any or all City owned property by any one or all applicants.

g. **Use of Revenue.** All revenue generated through the lease of City owned property for wireless telecommunication towers and antennas shall be made payable to the City of Ramsey and transmitted to the City's Department of Finance.

Revenue shall be credited as follows:

1. ~~1.~~ To the specific operating activity using the land upon which the wireless telecommunication towers and antennas are located:

   a. ~~(for example,~~ To the Water Utility Fund when located on water utility property~~)~~;

   b. ~~2.~~ To the Park Improvement Fund if located on park or open space land;

   c. ~~3.~~ Any revenues not meeting the above criteria shall be applied as general revenues of the General Fund.

9.15.07~~5~~ Co-location Requirements. All commercial wireless telecommunication towers erected, constructed, or located within the City shall comply with the following requirements:

a. A proposal for a new commercial wireless telecommunication service tower shall not be approved unless the City Council finds that the telecommunications equipment planned for the proposed tower cannot be accommodated on an existing or approved tower or

building within a one (1) mile search radius of the proposed tower due to one or more of the following reasons:

1. The planned equipment would exceed the structural capacity of the existing or approved tower or building, as documented by a qualified and licensed professional engineer, and the existing or approved tower cannot be reinforced, modified, or replaced to accommodate planned or equivalent equipment at a reasonable cost.

2. The planned equipment would cause interference materially impacting the usability of other existing or planned equipment at the tower or building as documented by a qualified professional and the interference cannot be prevented at a reasonable cost.

3. Existing or approved towers and buildings within the search radius cannot accommodate the planned equipment at a height necessary to function reasonably as documented by a professional engineer.

4. In spite of its best efforts, within sixty (60) days, the applicant was unable to obtain approval to co-locate on an existing or approved tower or building.

5. Other reasons that make it impractical to locate the planned telecommunications equipment upon an existing or approved tower or building.

b. Shared use of existing communications towers shall be preferred to the construction of a new tower. Any proposed commercial wireless telecommunication service tower shall be designed structurally, electrically, and in all respects, to accommodate both the applicant's antennas and comparable antennas for at least two (2) additional users.

9.15.086 Tower Construction Requirements. All towers erected, constructed, or located within the City, and all wiring therefore, shall comply with the requirements set forth of Chapter 8 of this Code.

9.15.097 Tower and Antenna Design Requirements. Proposed or modified towers and antennas shall meet the following design requirements:

a. Towers and antennas shall be designed to blend into the surrounding environment through the use of color and design, except in instances

where the color is dictated by federal or state authorities such as the Federal Aviation Administration.

b. Commercial wireless telecommunication service towers shall be of a monopole design unless the City Council determines that an alternative design is preferred in cases where structural or design considerations, neighborhood compatibility, locational availability, or the number of potential co-locations warrants this consideration.

c. All towers must be designed so that the tower site and setbacks will contain guyed wires, debris, and the tower in the event of a collapse, except towers of monopole design.

9.15.1008 Tower ~~Setbacks~~Bulk Standards. Towers shall conform with each of the following requirements:

~~a.~~ a. No part of any communication antenna or tower, equipment, guyed wires, or braces shall at any time extend across or over any part of the public right-of-way, public street, highway, sidewalk, or recreation trail.

b. In Business and Industrial Zoning Districts, towers shall meet the setbacks of the underlying zoning district with the exception of industrial zoning districts, where towers may encroach into the side or rear setback area, provided that the side or rear property line abuts another non-residential zoned property and the tower does not encroach upon any easements.

c. Towers constructed within the Tower Overlay and Public/Quasi-Public Zoning ~~Residential Zoning~~ Districts shall maintain a minimum setback equal to ~~1.5 times~~ the height of the tower plus 10 feet from any lot line.

d. Towers shall not be located between a principal structure and a public street, with the following exceptions:

1. In industrial zoning districts, towers may be placed within a side yard abutting an internal industrial street.

2. On sites adjacent to public streets on all sides, towers may be placed within a side yard abutting a local street.

e. The setback shall be measured between the base of the tower located nearest the property line and the actual property line.

f. A tower's setback may be reduced or its location in relation to a public street varied, at the sole discretion of the City Council, to allow the integration of a tower into an existing or proposed structure such as a church steeple, light standard, power line support device, or similar structure.

~~**9.15.09 Tower Height**~~

g. ~~a. In residential districts, t~~The height of a communication tower shall not exceed one hundred ~~and twenty~~ (12~~0~~0) feet. ~~In commercial districts, the height of a communication tower shall not exceed one hundred sixty five (165) feet. In industrial districts, the height of a communication tower shall not exceed one hundred seventy five (175) feet.~~

h. Multi-user towers may exceed the height requirements as stated above by up to an additional twenty (20) feet provided that two additional users, as stated in Section 9.15.05, have co-located their antennas on the monopole structure. A tower extension requires an amended Conditional use Permit.

i. The City Council may increase the height of a tower if the applicant is able to demonstrate to the satisfaction of the City Council that the surrounding topography, structures, vegetation, and other factors make the height limit for a complying tower impractical.

9.15.11~~0~~ Tower Lighting. Towers shall not be illuminated by artificial means and shall not display strobe lights unless such lighting is specifically required by the Federal Aviation Administration or other federal or state authority for a particular tower, or if required by the City Council for safety reasons. When incorporated into the approved design of the tower, light fixtures used to illuminate ball fields, parking lots, or similar areas may be attached to the tower.

9.15.12~~1~~ Signs and Advertising. The use of any portion of a tower for signs other than warning or equipment information signs is prohibited.

9.15.13~~2~~ Accessory Utility Buildings. All utility buildings and structures accessory to a tower shall be architecturally designed to blend in with the surrounding environment and shall meet the minimum setback requirements of the underlying zoning district. Ground mounted equipment shall be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and complements the architectural character of the surrounding neighborhood, as determined by the City Council.

9.15.14~~3~~ Abandoned or Unused Towers or Portions of Towers. Abandoned or unused towers or portions of towers shall be removed as follows:

a. All abandoned or unused towers and associated facilities shall be removed within twelve (12) months of the cessation of operations at the site unless a time extension is approved by the City Council. A copy of the relevant portions of a signed lease which requires the applicant to remove the tower and associated facilities upon cessation of operations at the site shall be submitted at the time of application.

b. Unused portions of towers above a manufactured connection shall be removed within twelve (12) months of the time of antenna relocation. The replacement of portions of a tower previously removed requires the issuance of a new conditional use permit.

9.15.154 Antennas on Roofs, Walls and Existing Towers

a. The placement of wireless telecommunication antennas on roofs, walls, and existing towers, utility poles and structures is permitted in any district, regardless of parcel size, provided the antenna does not extend more than 2015 feet above the highest point of the structure or tower. The placement of wireless telecommunications antennas on roofs, walls, and existing towers or structures may be approved by the City Engineer, provided the antennas meet the requirements of this Code, after submittal of 1) a final site and building plan as specified by Chapter 8 of this Code, and 2) a report prepared by a qualified and licensed professional engineer indicating the existing structure or tower's suitability to accept the antenna, and the proposed method of affixing the antenna to the structure. Complete details of all fixtures and couplings, and the precise point of attachment shall be indicated.

b. The replacement of an existing light pole or lighting standard in order to accommodate the placement of an antenna thereon shall be approved by issuance of a building permit based upon administrative review.

9.15.165 Interference with Public Safety Telecommunications. No new or existing telecommunications service shall interfere with public safety telecommunications, in accordance with the rules and regulations of the Federal Communications Commission. Before the introduction of new service or changes in existing service, telecommunication providers shall notify the City at least ten (10) calendar days in advance of such changes and allow the City to monitor interference levels during the testing process.

9.15.176 Additional Submittal Requirements. In addition to the information required elsewhere in this Code, development applications for towers shall include the following supplemental information:

a. A report from a qualified and licensed professional engineer which:

1. describes the tower height and design including a cross-section and elevation,

2. documents the height above grade for all potential mounting positions for co-located antennas and the minimum separation distances between antennas,

3. describes the tower's capacity, including the number and type of antennas that it can accommodate, and

4. includes other information necessary to evaluate the request.

b. For all commercial wireless telecommunication service towers, a letter of intent committing the tower owner and his or her successors to allow the shared use of the tower if an additional user agrees in writing to meet reasonable terms and conditions for shared use.

c. Before the issuance of a building permit, the following supplemental information shall be submitted:

1. Affirmation that the proposed tower will comply with any applicable regulations administered by the Federal Aviation Administration, and

2. A report from a qualified and licensed professional engineer which demonstrates the tower's compliance with the aforementioned structural and electrical (but not radio frequency) standards.

9.15.187 Antennas Designed for Private Reception of Television and Radio Signals. Private antennas designed for reception of television and reception and transmission of radio signals, including antennas (less than sixty (60) feet in height if free-standing and fifteen (15) feet in height if roof mounted) used for amateur or recreational purposes, provided they are not located in a front yard and do not infringe upon requirements of the Federal Aviation Administration, shall be exempt from the provisions of Chapter 9.15. Antennas that are intended to be sixty (60) feet or more in height if free-standing and fifteen (15) feet or more in height if roof-mounted shall require a conditional use permit from the City.

9.15.198 Conditional Use Permit Required. Except as otherwise provided for in this Section of the Code, it shall be unlawful for any person, firm, or corporation to erect, construct in place, place or re-erect, or replace any tower without first making application to the City Council and securing a conditional use permit therefore as hereinafter provided. Routine maintenance of towers and related structures shall not require the issuance of a conditional use permit.

9.15.2019 Violations. Any person who shall violate any of the provisions of this Section shall be guilty of a misdemeanor.

9.15.210 Existing Antennas and Towers. Antennas and towers in existence as of July 14, 1997, which do not conform to or comply with this Section of the Code are subject to the following provisions:

a. Towers may continue in use for the purpose now used and as now existing but may not be replaced or materially altered without complying in all respects with this Section.

b. If such towers are hereafter damaged or destroyed due to any reason or cause whatsoever, the tower may be repaired and restored to its former use, location, and physical dimensions upon obtaining a building permit therefor, but without otherwise complying with this Section, provided, however, that if the cost of repairing the tower to its former use, physical dimensions, and location would exceed 50% of the cost of a new tower of like kind and quality, then the tower may not be repaired or restored except in full compliance with this Section.

Historical Note

Established by Ord. #97-08, effective July 14, 1997.

Ord #00-13 amended §9.15.03 modified to restrict commercial towers to residential parcels at least 10 acres in size and the area, §9.15.04.c.2.(a) to require park sites to be at least 10 acres in size in order to qualify as a site for a commercial tower, §9.15.05.a and 9.15.05.b, co-location – amend one-half mile to mile search radius and require all towers to accommodate at least two additional users, regardless of the proposed height, §9.15.08.c. Tower setbacks to include language requiring a tower setback from residential dwellings equal to 1.5 times the tower height, §9.15.09 Tower Height – from 75 feet to 120 feet and eliminate language allowing for additional height to accommodate a second user because a design to accommodate 2 additional users will not be required per the amendments to 9.15.05,

§9.15.14 – to include existing structures, §9.15.17 increase private antenna height exemption from 50 feet to 60 feet. Effective February 26, 2001.

Ord. #01-05 amended §9.15.08 (b) and (c) and 9.15.08 (e) – Tower Setbacks has been modified to clarify required setbacks for commercial towers located in Business and Industrial Zoning Districts, to require that commercial towers be set back 1.5 times the height of the tower from any lot line in residential districts, and to remove language allowing a lesser tower setback if a licensed engineer shows that the collapse of a tower can ocdur within a lesser distance than the required setback. Effective April 9, 2001.

SECTION 3 SUMMARY

The following official summary of Ordinance #08-__ 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.

This Ordinance #08-__ replaces the existing tower section in City Code, amends the tower overlay district, includes provisions for towers in the public/quasi public zoning district and adds restrictions in parks as well as Town Center, Critical Area Overlay, and H-1 Highway Business Districts.

SECTION 4 EFFECTIVE DATE

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

Adopted by the Ramsey City Council the 12th day of August, 2008.

_____
Mayor

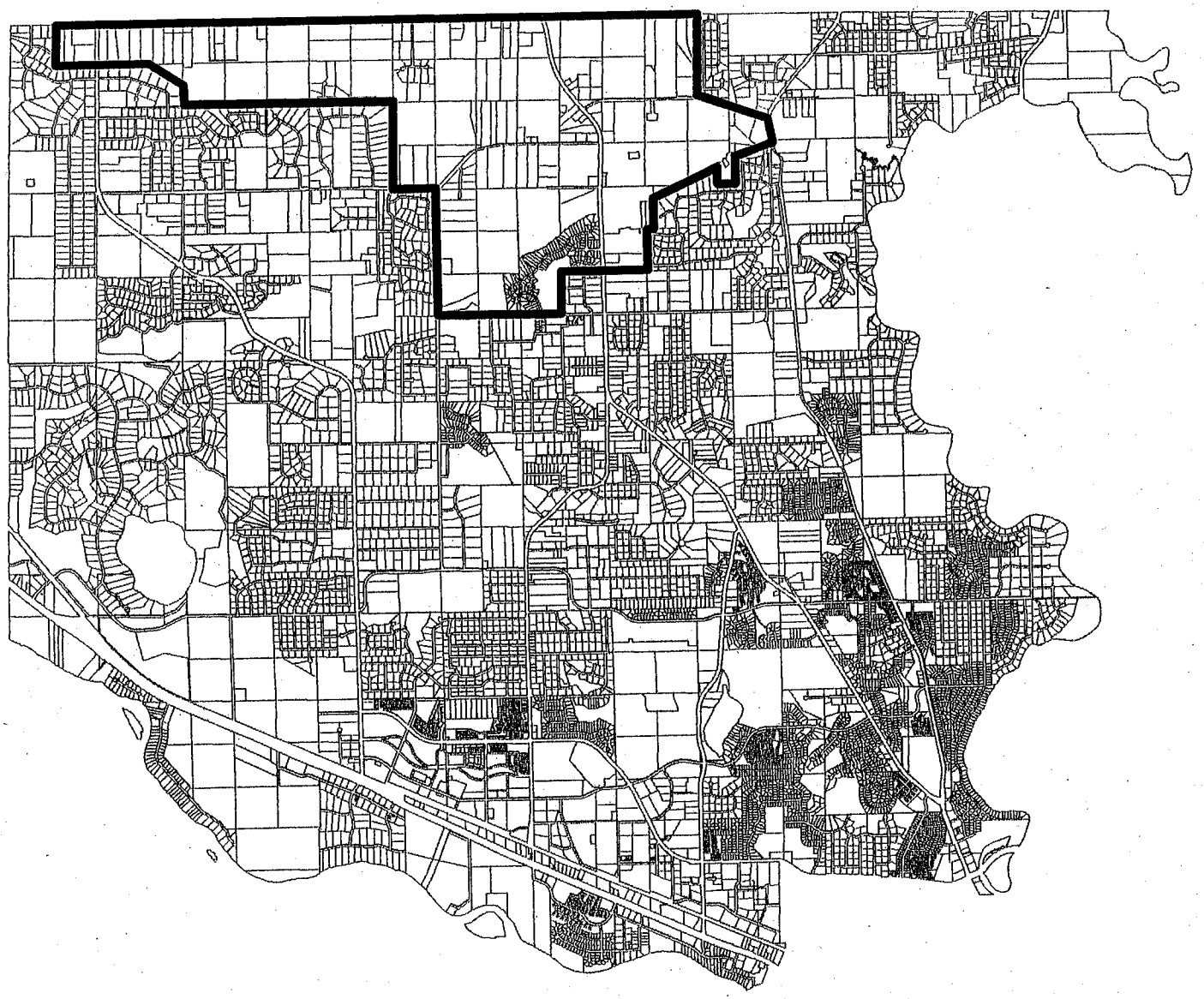
ATTEST:

_____
City Clerk

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

City of Ramsey

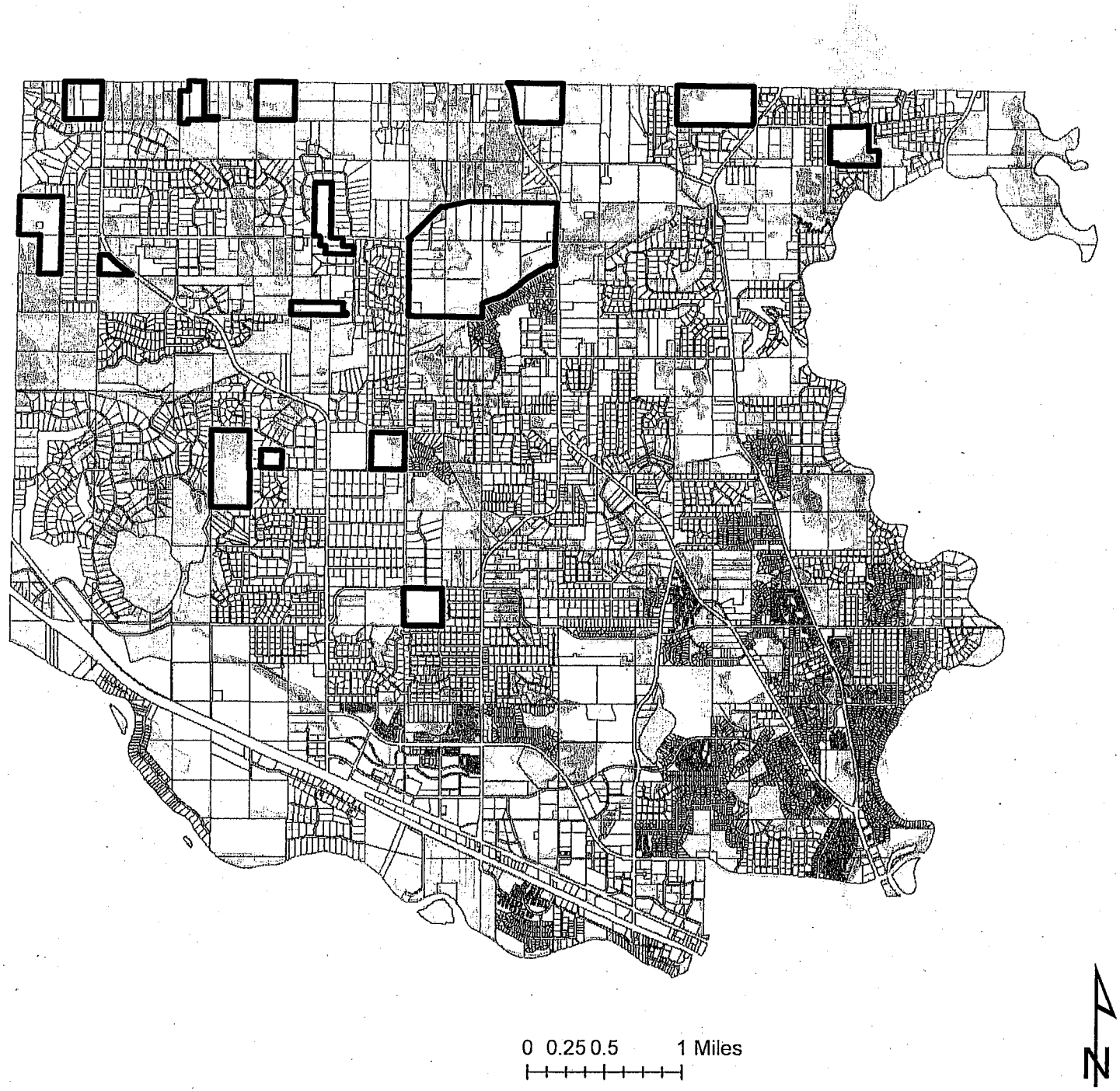
Current Tower Overlay Districts



0 0.25 0.5 1 Miles

Legend

- Current Overlay
- Parcels



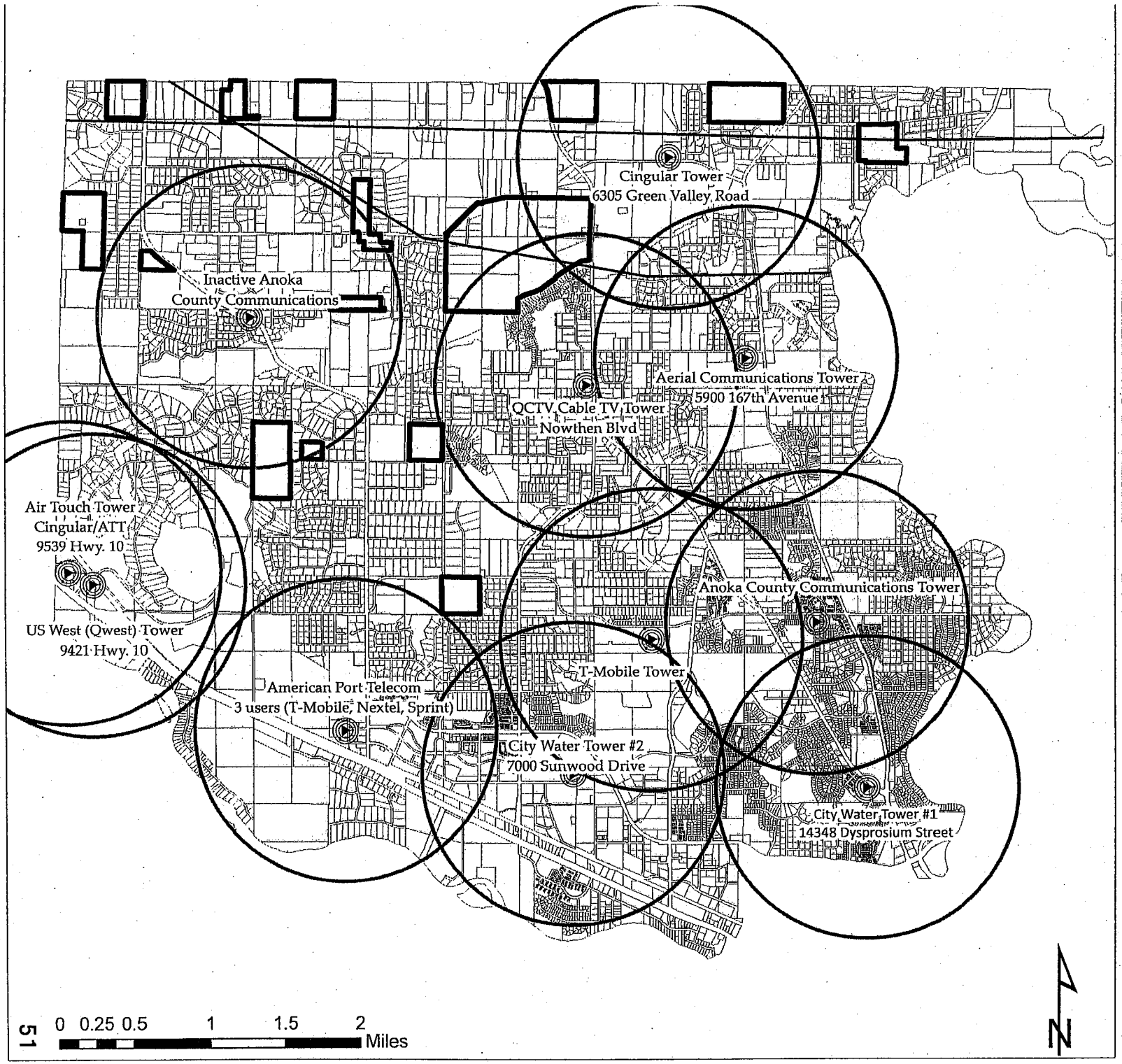
City of Ramsey

Proposed Tower Overlay Districts

City of RAMSEY

Legend

- Proposed Overlay
- NWI/NRI
- Parcels



Communications Towers

City of Ramsey

City of RAMSEY

Legend

- Tower Locations
- Proposed Overlay
- Tower Service Area
- Power Lines

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, May 27, 2008, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Thomas Gamec
Councilmember John Dehen
Councilmember David Jeffrey
Councilmember Matt Look
Councilmember Mary Jo Olson
Councilmember Sarah Strommen (arrived at 5:58 p.m.)

Member Absent: Councilmember David Elvig

Also Present: City Administrator Kurt Ulrich
Management Intern Timothy Gladhill
Public Works Director Brian Olson (arrived at 6:04 p.m.)
Fire Chief Dean Kapler
Police Chief James Way

CALL TO ORDER

Mayor Gamec called the City Council Work Session to order at 5:46 p.m.

APPROVE AGENDA

The agenda was approved as submitted.

COUNCIL TOPICS FOR DISCUSSION

1) Cell Towers

Management Intern Timothy Gladhill stated that in early 2008, the Council directed staff to begin a moratorium on cell tower construction in the City. He noted that the Council can extend this moratorium for another six months, if necessary. He stated that staff has researched cell tower height and placement in area communities. He stated that both Edina and Bloomington have a shorter tower height requirement because they are a more densely populated community. He stated that they are able to have more numerous towers because they are lower in height. He stated that the shorter towers have a smaller amount of bandwidth on each tower. He stated that for rural communities, the height of the tower really reflects the coverage area. He stated that he had included a summary of our current regulations; information on what surrounding communities are doing; and maps that show the location and coverage areas for cell towers. He

noted that there is not a large inventory of sites available in the City that follow the current criteria. He stated that many cities have regulations based on setbacks because the usual monopoles don't tip over, but collapse onto themselves.

Mayor Gamec stated that requiring a monopole would be an easy change to make.

Management Intern Gladhill stated that that is already in the ordinance, but the Council has the ability to allow other designs if it chooses.

Mayor Gamec stated that he has heard there are problems with coverage in Ramsey because of the height of the landfill.

Councilmember Dehen stated that his concern with the last tower proposed for Alpine Park was that it stuck a big, 165-foot tall tower in the park. He stated that Bloomington has towers that are 60 feet high that they were able to work them into church bell towers and other existing structures. He stated that he recalls the T-Mobile guy saying that their towers could be put onto a light pole, but they weren't high enough. He stated that he would like to see them disguised in something like that rather than having contention with the neighbors every time a tower is put up. He stated he is fine with locating them in a park, but would like to see them incorporated in a light pole or something.

Mayor Gamec stated that he agrees this would be a good plan and has seen where they have built a tower and attached a light to it. He stated that there is a potential for lease income from the towers and feels that if it is located in a park, perhaps that money could go into the parks fund.

Management Intern Gladhill stated that the new water tower could also serve as a site for a cell tower.

Councilmember Look asked if there was still a possibility for a tower at the fire station.

Fire Chief Kapler stated that if the Ramsey Crossings would have gone through, then there would have been a displaced tower that could have moved to the fire station site.

Councilmember Strommen arrived at the meeting.

Councilmember Look asked about locating the cell towers on power lines.

Management Intern Gladhill stated that T-Mobile has stated that there may be a possible opportunity, in the northern end of the City, to do this, but there is no guarantee that Xcel Energy would allow this.

Mayor Gamec stated that Connexus is willing, but then they would take all the lease money.

Councilmember Look stated that he thinks the northern end of the City suffers the most with coverage. He stated that he would encourage the use of the high power lines, if possible, since they are already there.

Councilmember Olson stated that she lives in an area of the City that has limited service and has had many dropped calls. She asked if the tower for Alpine Park would cover that area.

Management Intern Gladhill stated that it will help, but it may not grab the whole area.

Councilmember Olson stated that Minneapolis and St. Paul have smaller receptors that are like repeaters instead of having towers. She asked if that technology could be applied in Ramsey with the use of existing light poles, even though it may be more expensive.

Management Intern Gladhill stated that staff from Bloomington indicated that the cell tower providers probably want taller towers due to cost, because it comes down to density and the number of users per tower.

Public Works Director Olson arrived at the meeting.

Councilmember Dehen asked how high the light poles were in Alpine Park.

Public Works Director Olson stated that they are between 90 and 100 feet.

Councilmember Dehen asked if they could be made higher to incorporate a cell tower.

Management Intern Gladhill stated that some cities have light poles at 100 feet, but allow an additional 15 to 20 feet to locate cell towers on top of those that would be above the lights.

Councilmember Jeffrey stated that he likes the idea of co-location because he is not a big fan of sticking a big pole in the middle of a park. He stated that he would like to find a way to disguise them and make them serviceable.

Public Works Director Olson stated that the space at the base of water towers is valuable for the Public Works Department because they store equipment there. He stated that this is why he would like to build a mezzanine level when the new tower is constructed because he thinks it is just a matter of time before a cell tower will want to locate on the tower and will need a place for their equipment also.

Mayor Gamec stated that he would prefer that the City get the revenue if the towers are located on City property and suggested that perhaps the top of the parking ramp could also be utilized.

City Administrator Ulrich stated that it would be a good policy discussion on whether the revenue would go to the parks department if the tower were located in a park, to the utility fund if it were located on a water tower, for example.

Community Development Director Miller stated that there should also be discussion on whether to allow cell towers on parcels smaller than 10 acres, as is the current requirement.

Mayor Gamec stated that 10 acres seems like a very big area, especially if the tower is a monopole.

Councilmember Strommen stated that this was an issue that came up with the Alpine Park location because the City couldn't look at smaller parcels, even if they would have been more acceptable than the park location. She stated that she is willing to consider location on smaller sites.

Community Development Director Miller asked if the Council felt that location in a commercial area was more appropriate than the tower overlay district, which does include some residential areas, even if it was less than 10 acres.

Mayor Gamec stated that residential areas will give the City problems every time.

Councilmember Olson stated that the coverage maps are what will control the location. She stated that nobody wants a tower in their back yard, but everybody wants good coverage.

Management Intern Gladhill noted that Elk River has as unique tower overlay district that is on a parcel-by-parcel basis distributed throughout the City.

Councilmember Strommen stated that Elk River created theirs based on a coverage map.

Councilmember Dehen asked if the City could do that and find out where there are holes in coverage and then identify spots that are suitable parcels.

Councilmember Olson stated that this is something that should also be done as part of the Comprehensive Plan.

City Administrator Ulrich stated staff can take a look at coverage and spacing requirements, rather than acres so this will be more performance based rather than sticking with strict acreage amounts.

Councilmember Dehen reiterated that he is against having 165 foot tall poles and would like to see a way to limit this.

Mayor Gamec also suggested that staff check into the height of the landfill and how it affects coverage areas.

Councilmember Dehen noted that he took a fishing trip to rural Alaska last summer and had great coverage. He stated that he is amazed that the City has this problem with coverage when he can get perfectly good signals out in the middle of nowhere.

Community Development Director Miller asked if the Council was more comfortable with the pole height of 90 to 100 feet.

Councilmember Dehen stated that allowing poles 100 feet high for lights and then putting the cell tower on top does not seem intrusive to him. He stated that he didn't think an additional 15 or 20 feet would be that big of a deal for people.

There was a Consensus to direct staff to look into co-location, allowing up to an additional 20 feet on top of 100 foot tall light poles for cell tower coverage.

Councilmember Jeffrey stated that he would like to clarify the co-location should be with an amenity and not another provider.

Management Intern Gladhill noted that the moratorium expires on September 17, 2008, so staff will bring more information back to a future meeting this summer.

2) Police Explorers Program

Officer Ben Rossum distributed a flyer on the Police Explorer program.

Police Chief Way stated that several officers had been involved in a Police Explorer programs and have expressed interest in starting one in Ramsey.

Officer Rossum gave a short Power Point presentation and reviewed the program. He stated that the program would be eligible for 14-20 year olds that have grades of "C" or better and have had no adverse contacts with the police. He stated that they plan to meet Sunday evenings from 6:00 p.m. to 9:00 p.m. with lectures as well as hands-on learning. He stated that once a month there will be training for things like how to handle firearms. He stated that the Explorers would be treated similarly to the Reserve Officers and they could help with events such as Happy Days, National Night Out, Safety Camp and the Anoka Halloween Parade.

Councilmember Dehen asked what the interest has been in other communities.

Officer Rossum stated that interest varies, but his goal is to have 10-12 kids in the first year. He stated that they held an informational meeting and 14 kids showed up and he got phone calls from another 3 kids that were unable to attend the meeting. He stated that every other City in the County, except St. Francis, has a post.

Councilmember Dehen asked if there would be a lottery system if there were too many applicants.

Officer Rossum stated that they are still working on those details, but noted that if there are too many, he may send those kids over to Anoka because they have additional room in their program. He stated that he thinks that grades will probably be the cut point and noted that they are not just looking for kids that want to come and shoot guns, but those who are possibly interested in a career in law enforcement. He stated that they will also be involved in fundraising efforts, so the funding is not just coming from the Police Department. He stated that they could also be utilized in missing person searches or a non-dangerous scene where manpower is needed. He stated that they will also take field trips to police related venues, such as the County Morgue.

CASE #: 4

Memo

DATE: June 27, 2008

TO: Ramsey Planning Commission

FROM: Community Development Staff

RE: Staff Update

City Council Update. The following is a brief summary of actions taken in June that may be of interest to the Planning Commission:

Ronald and Sandy Borell Conditional Use Permit Application. City Council approved Ronald and Sandy Borell's request for a Conditional Use Permit to exceed accessory structure space requirements on June 24th. The applicant has agreed to push the accessory structure further back from the front property line.

Anderson Dahlen, Inc. City Council approved Anderson Dahlen's request for Site Plan and Minor Subdivision (and introduced ordinance to vacate associated drainage and utility easements).

Accessory Structure Code Amendment. City Council introduced the ordinance to amend Section 9.11.04 (Accessory Structures) of the Zoning Code.

Ramsey3 Update. The Ramsey3 Working Group hosted their final OST to discuss the vision and values drafted by the working group. The vision and values drafted by Ramsey3 will be used as a guiding document for the remainder of the Comprehensive Plan Update process.

PC: 7.10.08

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CASE # 5

ZONING BULLETIN

By: Interim Community Development Director Sylvia Frolik

Background:

Enclosed for your review are the zoning periodicals.

PC: 07/10/08

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QUINLAN™

June 10, 2008 | Volume 2 | No. 11

Zoning Bulletin

in this issue:

Special Permit—Town denies then subsequently approves revised site plan for indoor riding arena 2

Constitutionality - Equal Protection—City denies organization's application to operate federal halfway house 5

Fee Assessment—Town conditions approval of subdivision on developer's payment of one-third of cost of road improvements 7

Constitutionality – Vagueness—City denies developer's preliminary plat applications because they contain flag-shaped lots 9

THOMSON
WEST

40619942

Special Permit—Town denies then subsequently approves revised site plan for indoor riding arena

Abutting landowner argues arena is an expansion of a nonconforming use, requiring a special permit

Citation: *Richardson v. Zoning Com'n of Town of Redding, 107 Conn. App. 36, 944 A.2d 360 (2008)*

CONNECTICUT (04/15/08)—Candace and Christian Benyei owned property in the town (the Property). The Property was located in a residential zone. Farming was a permitted use in the zone. Their residence was on the Property. They also owned and operated a horse facility on the Property since 1973.

In July 2005, the Benyeis proposed to build a 12,000 square foot indoor horse riding arena on the Property. The proposed arena was to be 60 feet from the boundary line of the abutting property owners, the Richardsons.

The Richardsons opposed the construction of the arena. They insisted that the Benyeis' proposed arena was an expansion of a nonconforming use. In 1986, an amendment to the town's zoning regula-

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tions had limited the number of horses allowed for any "animal raising operations" to one per 0.8 acres. The amended regulations therefore had limited the number of horses allowed on the Benyeis' 6.4 acre parcel to eight. At that time, the Benyeis had kept from twenty to twenty-five horses on the Property. Therefore, their use of the Property as to the number of horses on the parcel had become a preexisting nonconforming use. The Richardsons argued that the nonconforming use of the Property was being expanded and therefore it required submission and approval of an application for a special permit.

The town's zoning commission (the commission) initially agreed that a special permit was required. The commission denied the Benyeis' application and required it be submitted through a special permit process.

However, in November 2005, the Benyeis submitted a revised plan to the commission. The revised plan moved the proposed arena more than 100 feet from the Richardsons' property. The Benyeis said the primary use of their land was farming, which was a permitted use in the zoning district where the Property was located. They noted that the zoning ordinance required major structures on a farm be set back 100 feet. They argued that since the proposed arena was now set back more than 100 feet from the Richardsons' property, the arena could be constructed as a permitted use. The Benyeis also argued that since the only nonconformity on the Property was the number of horses and the proposed arena did not increase that nonconformity, they did not need a special permit.

The commission agreed and approved the site plan.

The Richardsons appealed.

The lower court said that the commission should not have considered the Benyeis' revised application. The court said this was because the subsequent application rule applied. That rule generally prohibited zoning boards of appeal from reversing a prior decision unless there had been a material change of conditions. The court determined that the change in location was minor because it was the structure, not its location, which was nonconforming. Accordingly, the court concluded that the commission improperly reversed its initial decision on the first of the Benyeis' applications.

The Benyeis appealed.

DECISION: Affirmed.

The Appellate Court of Connecticut found that the successive application rule did not apply. The court so concluded because it found there was a material change of conditions. The lower court had based

its decision on its finding that the commission had first denied the Benyeis' application because the structure was nonconforming. The appellate court disagreed with that finding and instead found that the commission had not given a collective reason for its decision. Commission members had commented that the proposed arena was an illegal expansion of a preexisting, nonconforming use. However, they had also commented as to the failure of the structure to meet the 100 foot setback requirements in the regulations. Relying on the latter of those comments, the Benyeis had argued that the successive application rule did not apply because the plan was changed substantially in that it brought the proposed structure into compliance with the applicable zoning regulations. The court emphasized that a subsequent permit application made in order to bring a prior application into compliance with applicable regulations was—no matter how minor the work involved would be—clearly not minor in regard to its significance and effect. The court therefore concluded that if, as the Benyeis argued, the revised application satisfied all of the requirements for the use of the arena, the commission was entitled to review the subsequent application and approve the site plan.

Nevertheless, the court also concluded that the Benyeis had to apply for a special permit for the proposed arena. The Richardsons had argued that a special permit was needed because the proposed arena involved the expansion of a nonconforming use. The court did not agree with that argument. Rather, the court found that a special permit was needed because the arena would alter the Benyeis' permitted special use of the property. The court found the Benyeis' use of the property was not, as the Benyeis had argued, primarily for farming; it was for the raising of horses. The court found that "livestock farms" was a permitted special use under the town's zoning ordinance. The court noted that the Benyeis' use of the property was established before a special permit for livestock farms was required. Still, the court said, any enlargement of the use had to conform with the town's zoning requirements. The town's zoning ordinance said a use subject to a special permit could not be "altered" without approval of a special permit application. Finding the proposed arena would require its own septic system, the court concluded that the Benyeis' permitted special use of the property as a livestock farm would be altered by the construction of the arena. Accordingly, the court found that the zoning regulations required them to apply for a special permit for the arena.

See also: *Grasso v. Zoning Bd. of Appeals of Groton Long Point Ass'n, Inc., 69 Conn. App. 230, 794 A.2d 1016 (2002).*

Constitutionality - Equal Protection—City denies organization's application to operate federal halfway house

Organization argues city's ordinance banning federal halfway houses violates equal protection under the state constitution

Citation: *Community Resources for Justice, Inc. v. City of Manchester, 2008 WL 1757218 (N.H. 2008)*

NEW HAMPSHIRE (04/18/08)—Community Resources for Justice, Inc. (CRJ) was a non-profit organization. It operated "halfway houses" under contracts with the Federal Bureau of Prisons.

CRJ sought approval to use a building it owned in the city as a halfway house.

The city's zoning board of appeals (the city) denied such approval. Under the city's zoning ordinance, federal correctional facilities were not a permitted use in any of the city's zoning districts. The city determined that, under the zoning ordinance, CRJ's proposed use of a halfway house was a federal correction facility, and was therefore not permitted.

CRJ brought a lawsuit, challenging the zoning ordinance. It argued, among other things, that the city's ban of federal correctional facilities, as applied to CRJ, violated its federal and state constitutional rights to equal protection.

The lower court found that the city's ordinance, as applied to CRJ, violated CRJ's equal protection rights under the State Constitution because it did not promote or provide for the general welfare of the community. The lower court granted CRJ a "builder's remedy." This gave CRJ the right to operate its building in the city as a halfway house.

The city appealed.

DECISION: Affirmed.

The court concluded that the city's zoning ordinance banning the use of CRJ's building as a federal halfway house violated equal protection, as applied to CRJ. The court noted that an equal protection challenge to a zoning ordinance was subject to intermediate scrutiny. This meant that the burden was on the city to demonstrate that the zoning ordinance was substantially related to an important governmental objective. The city had to prove that distinguishing halfway

houses from other similar residential facilities and institutions served an important governmental interest. The court said that to satisfy this burden, the city could not rely upon justifications that were hypothesized. Nor could it rely on overbroad generalizations, said the court.

The city had argued that preventing a concentration of undesirable uses, including correctional facilities such as the proposed halfway house, was an important governmental interest. The lower court had found that the city's actual purpose in banning federal halfway houses was not to prevent a concentration of correctional facilities. Rather, it was to prevent a danger to the community from relapses into criminal behavior by federal prisoners housed at the halfway house. The court found that the city failed to provide any evidence that a federal halfway house presented a danger to the community. Rather, the court found, substantial evidence—including letters from police, community, and religious leaders, as well as law enforcement experts—showed that a halfway house would provide an important social benefit and would not pose any safety risk to the neighborhood. The court found that the city failed to meet its burden of showing that the zoning ordinance's prohibition of federal halfway houses was substantially related to furthering an important governmental interest. Accordingly, the court concluded that the ordinance violated CRJ's equal protection rights as guaranteed by the State Constitution.

The court also concluded that CRJ was entitled to a "builder's remedy," allowing it to use the building it owned in the city as a halfway house. The court noted that a "builder's remedy" was the specific granting to a developer of a right to complete a proposed project. The court said that a party was entitled to a builder's remedy if it: (1) was successful in challenging the validity of a zoning ordinance; and (2) met its burden of demonstrating by a preponderance of the evidence that its proposed use was reasonable. The court found that the lower court had made detailed findings regarding the reasonableness of CRJ's proposed use of a halfway house. Those findings included that: CRJ's building was close to public transportation, support services and job opportunities; and property values would not be adversely affected. Accordingly, the court found that CRJ met its burden of demonstrating that its proposed use of a halfway house was reasonable. The court concluded that it was therefore entitled to a builder's remedy.

See also: *Community Resources for Justice, Inc. v. City of Manchester, 154 N.H. 748, 917 A.2d 707 (2007).*

See also: *Britton v. Town of Chester, 134 N.H. 434, 595 A.2d 492 (1991).*

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 9.**

Meeting Date: 03/24/2015

By: Tim Gladhill, Community Development

Information

Title:

Authorize Request for Quotes for Software Services for Permitting, Licensing, and Code Enforcement

Purpose/Background:

The purpose of this case is to authorize staff to issue a Request for Quotes for Permitting, Licensing, and Code Enforcement to aide in the preparation of the 2016 Budget. The intent of the RFQ is to review the current levels of service provided to ensure that the City is getting the maximum value for the services it purchases. This process will allow for a consistent, baseline review of options in a transparent manner. Without taking this step, Staff has found it difficult to provide a fair, equal, and transparent comparison of prices and offerings. Taking this step does not obligate the City to change from its current vendor. This is an exploratory phase, with alternative ranging from remaining with our current vendor to changing to a new vendor in 2016.

The City has been with its current provider PIMS (Permit & Inspection Management System) provided by LOGIS (Local Government Information Systems) since circa 2004. LOGIS is a joint-powers, inter-governmental provider of a number of IT services. Staff has been generally pleased with PIMS in terms of excellent customer service, basic functionality needs, and cost-competitive pricing. This case is on the agenda due to the fact that the RFQ process takes a significant amount of staff time/effort and may lead to a significant capital expenditure.

The City's current and proposed Strategic Action Plan identify this improvement as being part of the City's mission to provide more efficient, cost-effective service. It further addresses the goal of increasing staff effectiveness, and is part of the tactic of improving our business process.

Notification:

Notification is not required to authorize the RFQ. If approved, Staff will distribute the RFQ to a list of compiled vendors and advertise in appropriate media outlets.

Observations/Alternatives:

Recently, an inter-departmental Staff team collaborated on a document of desired services and functionality. All departments of the organization were represented in this meeting. Broadly speaking, Staff desires to enhance the services currently provided for City Staff as well as external customers and residents as is relates to permitting, licensing, and code enforcement. There are components that address some of Staff's desired improvements within the existing PIMS system. There is some desired functionality that is not currently provided by PIMS. The overall intent is to reduce the amount of duplicate data entry and increase self-service opportunities.

As a general observation, it was discovered that are multiple instances of duplication in our process that should be explored to streamline. Some can be accomplished with software improvements. Some can be done with internal process improvements. As one Staff Member of the team noted:

"It's like going to the grocery store and checking out each item twice. First, you enter the items into the system to get a total amount. Then again, you have to check each of the items out a second time into a separate system if you want to utilize a credit card."

Examples of duplicate data entry include the following:

1. Permit Data Entry
    1. Customer completes paper application by hand
    2. Staff re-enters this data into the system
2. New Home Construction
    1. New Utility Account Set Up started by paper file in Building Inspections
    2. New Utility Account Set Up into separate Excel workbook, not integrated with current system
    3. New Utility Account activated with third-party billing vendor
3. Business Registration Certificate
    1. License Entered into existing software system
    2. Separate Access Database is duplicated for reporting and tracking purposes
4. Credit Card Payments for Building Permits
    1. Payment information entered into existing software system
    2. Same information re-entered into third-party software system
    3. Verification of payment entered separated into existing software system
5. Code Enforcement
    1. Data entered into existing software system
    2. Data also entered into Central Records System (public safety data system)

Attached to the case is a list of desired enhancements to our existing software system. Staff acknowledges that it is likely that the City will not be able to accomplish all of these goals, but does desire to enhance the customer experience to focus on self-service when desired by the customer. In addition, a better self-service will result in a measurable amount of time spent by Staff entering data and scheduling inspections via phone. It is possible that many of the goals may be able to be accomplished with our existing system. It is also possible that the City might discover that there is another system that better meets our needs that is cost-competitive that results in a quick return on investment. Broadly speaking, the desired enhancements are summarized by the following:

Permit Administration/Customer Experience

1. Online Submittal for All Permits
2. Online Issuance for Some Permits
3. Customer Status Tracking
4. Electronic Plan Review (concurrent rather than sequential plan review)

Inspections

1. Online scheduling (no phone call needed)
2. Stable mobile field presence

General Improvements

1. Limit number of layers/modules for single entry
2. Consolidate number of log-ins
3. Control and more regular update of property database (upload County data monthly)

Staff has generally been pleased with the level of customer service provided by PIMS Staff. Having local technical Staff has proven to provide qualitative value. Staff actively participates in regular User Group Meetings intended to improve the functionality of PIMS. Changes to the Work Flow of PIMS requires approval of the User Group and are applied across the consortium. City Staff recently met with LOGIS Staff to discuss this proposed process. The discussion was very positive, and LOGIS Staff is understanding of the City's desire to ensure that it is provided a cost effective solution that meets the core needs of the organization. The City allocates approximately $25,000 annually for PIMS.

Alternatives

Alternative #1. Authorize the Request for Quotes. This is a helpful budget planning tool that does not obligate the City to switch vendors or obligate the City to future costs. With the price gap consistently reducing between our existing system and newer, web-based systems, it seems an appropriate time to review available systems and costs.

Alternative #2. Do not authorize Request for Quotes. Under this alternative, Staff would simply assume remaining with our current system for purposes of 2016 Budget planning.

Funding Source:

There is no additional cost to the City to issue a request for quotes. If the process selects a new vendor, annual costs would remain similar to the existing system. However, there would be an up front set-up cost of approximately $25,000 to $75,000+. It is this wide range of options that makes it important to do a structured request for quotes that ensures a consistent comparison and ensure that all implementation costs are captured.

Recommendation:

Staff recommends that the City Council authorize the request for quotes for permitting, licensing, and code enforcement software.

Looking forward, it would be Staff's recommendation that a new vendor would need to significantly increase the functionality of the current system at a similar annual price. Staff would not recommend switching vendors if it were to be too similar to our existing system, as there is a significant start-up and transition cost.

Action:

Motion to authorize the request for quotes for permitting, licensing, and code enforcement software.

Attachments

Request for Quotes

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	03/19/2015 09:20 AM
Form Started By: Tim Gladhill		Started On: 03/18/2015 08:04 AM
Final Approval Date: 03/19/2015		

Request For Quotes

Land Management Software (Permitting, Licensing, Land Use Applications, and Code Enforcement)

City of Ramsey, Minnesota

City of Ramsey

7550 Sunwood Dr NW

Ramsey, MN 55303

City of Ramsey
Requests for Information ("RFP")
Permits, License, and Internet Merchant Software Services

Requested Information

The City of Ramsey is seeking information from qualified software vendors for permit, license, code enforcement, and project management software. The City of is seeking information at this time, but has not made a decision as to making a change to our current software vendor.

RFQ Issued:	March 25, 2015
Responses Due:	April 17, 2015
Review by City Council:	April 28, 2015

* These dates are subject to change.

Project Description

The City is seeking proposals for a system to be implemented in 2016. If a new vendor is selected, the City would plan for a transition period of January 1, 2016 through April 30, 2016. If budgets allow, the City may advance this transition period into 2015.

The City of Ramsey is a growing community with a population of approximately 24,000 and 8,300 households. The City is need of a system that will allow us to control our workflow needs and make an effective use of our Staff resources. Specifically, the City is seeking a system that will allow 24/7 service for our customers by allowing for issuance of certain permits and scheduling of inspections online. The intent is to reduce the amount of data entry necessary to issue permits and staff resources needed in scheduling inspection.

Background on User Group:

Number of Users	25
Average Annual Number of Permits	2,000
Annual Number of New Homes	75
Annual Number of Inspections	7,000

Modules

The selected software system must contain the following modules:

- Building Permits
- Land Use Applications
- Licensing
- Code Enforcement
- New City Utility Account Management (new account set-up and tracking, not on-going billing)

As an 'add-alternate', the City is interested in quotes on the following modules:

- Citizen Request Management (CRM)
- Project Management (improvement projects, public works, economic development)
- Internet Merchant (see Exhibit A).

Services

The selected system must meet the minimum service offerings:

1. Ability for the customer to apply and obtain permits and licenses online.
2. Ability for the customer to submit payment for permits and licenses online.

It is desired that the selected system include the following optional offerings:

1. Electronic Plan Review
2. Ability for the customer to view status and progress of permit review online.
3. Ability for the customer to schedule inspections online.
4. Ability for field inspection Staff to search database and enter data remotely in the field with mobile devices.
    a. The response to this question shall clarify whether the mobile environment is web-browser based or includes a specific application for smart phones and tablets.
    b. The response shall further clarify whether applications for smart phones and tablets were designed for smart phones or tablets or both.
5. Integrated mapping capabilities

Quotes shall be structured as to easily choose to keep or remove individual modules from the quotes.

Financial Systems

The selected software must be able to integrate with JD Edwards, the City's financial accounting system. Responses must outline how the system has integrated with JD Edwards in past implementation or how the selected vendor plans on integration with JD Edwards if it has not done so in the past.

Additionally, the City currently contracts with a third-part vendor for internet merchant services. This service offering allows for payments for services outside of our current permitting and licensing software. Furthermore, this third-party system allows for credit card and online payments for services beyond permitting and licensing. Please see Exhibit A for a complete list of payments the City accepts by credit card through this system.

Please include in your response a list of payments that can be handled by the software. Please indicate how the system accepts online transaction.

Cost

Please provide a detailed breakdown of project costs including initial start-up costs and annual costs. Responses shall be submitted assuming 25 total users with access to all chosen modules.

Responses shall include cost structure (per user, per module, etc.). Responses shall also include any necessary additional hardware or software. For example, if the base system provides electronic plan review or integrated mapping solutions, but requires the purchase of a third-party solution, additional server needs, or additional software needs, responses must include this information. The City reserves the right to reject any quote that fails to include this information.

Scoring Format

The City will review the requests based on the following scoring table. This scoring process shall be used for advisory purposes only. The City recognizes that certain aspects are difficult to quantify. The City reserves the right to select any vendor, regardless of the outcome of the scoring process. Furthermore, the City reserves the

right to reject any and all proposals. Proposals will be reviewed by team members from multiple disciplines. Each team member will score proposals individually.

Customer Metric	Possible Points		Internal Metric	Possible Points
Online Application	20		Mobile Environment – Field Staff	25
Online Scheduling	20		Smart Phone & Tablet Environment	5
Online Status	10		Mapping Capabilities	10
Online Issuance	10		Core Payment Capabilities	10
Online Payment	10		Credit Card Processing	10
Overall Permit Module	10		Online Payment Processing	10
Overall Planning Module	10		Additional Payments	10
Overall Code Enforcement	10		JD Edwards Integration	20
Overall Licensing	10		Workflow Management	15
Future Modules Add-Ons	5		Reporting	20
Electronic Plan Submittal	5		General Scheduling	10
			General Data Entry	10
			Electronic Plan Review	5
			Project Management	5
			Right of Way Permits	10
			Fire Permits	10
			Vendor Response to RFP Format	10

Submission Requirements

Responses must be submitted electronically in Portable Document Format (PDF) to planning@cityoframsey.com by 4:30 p.m. on November 31, 2015. The PDF must be submitted as a single-pdf. Submittals with multiple PDFs will not be accepted. One (1) printed copy of the response must also be sent to the contact below. Please do not submit more than one (1) printed copy.

Selection Process

Development Review Team will review and score all proposals. It is anticipated that the top three (3) scoring vendors will be invited to demonstrate their system to the Development Review Team.

The interview and demonstration process is anticipated to take no longer than one (1) hour per vendor.

At that time, a recommendation on a preferred vendor will be forwarded to City Council for consideration.

Questions may be directed to:

Tim Gladhill, Community Development Director
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
(763) 433-9826
tgladhill@cityoframsey.com

Information will be updated at www.cityoframsey.com/permits as necessary.

Supplemental Screening Questionnaire

The following questionnaire must be submitted to planning@cityoframsey.com before the City will response to preliminary questions. Responses to this questionnaire must also be included in the response to the Request for Quotes.

Please answer 'Yes' or 'No' to the following questions. Questions must be answered based on services currently offered by the vendor without additional programming or customization required. It is acceptable to answer that the vendor does not provide the service being inquired. This will not automatically exclude the vendor from consideration.

Software Vendor Name:	
Questionnaire Prepared by (name):	
Primary Contact Name:	
Primary Contact Phone Number:	
Primary Contact Email:	

External Customer Experience

Submit Applications Online – Permits Without Plan Review	Yes ☐	No ☐
Submit Applications Online – Permits With Plan Review	Yes ☐	No ☐
Issue Permit Online – Permits Without Plan Review	Yes ☐	No ☐
Customer Dashboard: Track Status of Plan Review Online	Yes ☐	No ☐
Schedule Inspections Online	Yes ☐	No ☐
Customer Dashboard: Track Status of Inspections Online	Yes ☐	No ☐

Internal User Experience

Electronic Plan Review (specify if additional costs required)	Yes ☐	No ☐
Financial data downloadable in table format for import to JD Edwards	Yes ☐	No ☐
Internal/Integrated Mapping Capabilities (specify all additional costs)	Yes ☐	No ☐
System is Client-Based	Yes ☐	No ☐
System is Web-Based (can administer all processes through a web browser)	Yes ☐	No ☐
Dashboard With Links to Other Modules (Permits can see Licenses, etc.)	Yes ☐	No ☐
Mobile Environment Requires VPN	Yes ☐	No ☐
Mobile Environment Does Not Require VPN	Yes ☐	No ☐
Users can amend workflow without System Administrator (routing permits)	Yes ☐	No ☐
System Administrator can review database metadata (who made entry)	Yes ☐	No ☐
Single User Name and Password can be used for all modules	Yes ☐	No ☐

Continued on Next Page

Detailed Questionnaire

The following questionnaire must be answered as part of the response to the Request for Quotes. The City reserves the right to reject any proposal that does not answer these questions. It is acceptable to answer that the vendor does not provide the service being inquired. This will not automatically exclude the vendor from consideration. Please limit responses to questions to one page or less. The City would appreciate shorter responses where feasible.

1. Please explain how the customer is able to submit applications online. Are there limitations to the types of permits that can be submitted online?
2. Please explain how customers are able to submit payments online. Would the City be limited to a particular internet merchant account?
3. If available, please explain how the customer is able to track the status of Plan Review and Inspections online?
4. If a permit is created for property, can the user see links for information on licensing, code enforcement, etc. on the same screen? Please explain the layout and functionality.
5. Please attach screen shots of the layout of all modules and screens.
6. If your system include a mapping element, would the City need to purchase ArcSDE?
7. Where is your customer service center located? What is the cost to the City if on-site trouble-shooting is required?

Exhibits follow on next page.

Exhibit A
Existing City Online Payments

Building Permits

- Building Construction
    - Residential Building
    - Residential Mechanical
    - Residential Plumbing
    - Residential Septic

Business Licenses

Land Use Applications

Police and Fire Charges

- Amusement and Commercial Recreation
    - Fireworks Sales Permit
    - Lawful Gambling Permit
    - Parade Permit
    - Temporary Amusement Permit
- Public Safety
    - ATV Permit
    - Car Seat Check
    - Copies
    - Daycare Inspection
    - Fire Code Re-Inspection
    - Fireworks/Pyrotechnic Display Permit
    - Fuel Storage Tank Permit
    - Gas Line Hit by Contractor
    - Hunting Permit
    - Illegal Burning Permit