City of Ramsey
Agenda
Regular City Council
Tuesday August 25, 2015
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. Call to Order

2. Presentation

1. Presentation Proclaiming September 17 - 23, 2015 as Constitution Week

2. Recognize Mr. Wayne Jeffrey for His Years of Service to the Community and as a Business Owner in the City of Ramsey

3. Citizen Input

4. Consent Agenda

1. Receive Cash and Investments for Period Ending July 31, 2015

2. Note the Following Boards and Commissions Meeting Minutes:
- Environmental Policy Board Meeting Minutes Dated June 15, 2015
- Economic Development Authority Meeting Minutes Dated July 9, 2015
- Planning Commission Meeting Minutes Dated July 9, 2015
- Park and Recreation Commission Meeting Minutes Dated July 9, 2015

3. Approve the Following Meeting Minutes:
1. City Council Regular dated 08/11/2015

4. Pre-Approval of Tuition Reimbursement

5. Approve Licenses

6. Adopt Resolution #15-08-210 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period August 6, 2015 through August 19, 2015

7. Adopt Resolution #15-08-200 Recognizing Wayne Jeffrey for His Years of Service to the Community and as a Business Owner within the City of Ramsey

8. Adopt Resolution #15-08-209 Affirming an Agreement Regarding a Lawful Non-Conforming Surface Area for the Properties Legally Described as Outlot B and Lot 1, Block 1 Verndale Commercial Park

9. Adopt Resolution #15-08-206 Adopting Findings of Fact and Approving a Request for Waiver from City Code Paving Standards to Utilize a Class V Parking Surface on the Property Located at 13900 Sunfish Lake Blvd. NW; Case of Midwest Overhead Crane Corporation

10. Adopt Resolution #15-08-190 Approving the Site Plan Amendment for Town Center Gardens 3rd Addition (to remove the patio areas and half wall between the center units on Lots 1, 3, and 4, Block 1, Town Center Gardens 3rd Addition - 14787, 14851, 14875 Olivine St. NW; Case of Distinctive Living Rentals, LLC)

11. Adopt Resolution #15-08-211 Awarding a Contract for Additional Spray Patching on City Streets

12. Adopt Resolution #15-08-205 Authorizing Partial Payment to Kuechle Underground for IP 13-10; Garnet Street and 168th Avenue Reconstruction

13. Adopt Resolution #15-08-207 Approving Partial Payment to Construction Results Corporation for IP #14-28 Parking Ramp Garage Enclosure

14. Adopt Resolution #15-08-208 Approving Partial Payment to Brennan Construction of MN, Inc. for IP #14-30 Fire Station #2

15. Adopt Resolution #15-08-214 Authorizing a Long Tern Disability (LTD) Carrier Change and a Non-union Employee LTD Benefit Change

16. Adopt Resolution #15-08-215 Proclaiming September 17 - 23, 2015 as Constitution Week

5. Approve Agenda

6. Public Hearing

7. Council Business

1. Adopt Ordinance #15-10 Vacating Permanent Road Easement for Ridgepoint

2. Adopt Resolution #15-08-191 Approving Comprehensive Plan Amendment and Introduce Ordinance #15-14 Approving a Zoning Amendment for 14100 Sunfish Lake Blvd. NW; Case of Life Fitness

3. Consider Policy Direction for Various Uses on Leased City Owned Land Located on U.S. Highway 10

4. Adopt Resolution #15-08-212 Approving Memorandum of Agreement for Ramsey Town Center Public Works Improvements

5. Adopt Resolution #15-08-213 Approving Development Agreement for Riverdale Drive Extension Project.

6. Dedicated Networks: Consider Resolution in Support of Minnesota Job Creation Fund Application For a Proposed Facility Expansion at 14000 Unity St NW

7. Discuss Initial Policy Direction Regarding a Potential Amendment to City Code Section 105-1 Entitled Hours of Construction

8. Consider Change Orders for Parking Ramp Garage Project

9. Review and Adopt Future Business Park Infrastructure Analysis

10. Provide Staff Direction Related to Northern Starz Children's Theatre Lease

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session **2. 1.**

Meeting Date: 08/25/2015

Information

Title:

Presentation Proclaiming September 17 - 23, 2015 as Constitution Week

Purpose/Background:

Purpose: To proclaim September 17 - 23 as Constitution Week.

Background: For several years, upon the request of the Daughters of the American Revolution (DAR), the City Council has adopted a resolution proclaiming September 17 - 23 as Constitution Week. Staff has received such a request, and has placed a resolution on the Consent Agenda for this evening for Council to consider adopting. Mayor Strommen has been asked to read the proclamation aloud, as well as present a signed copy to a representative of DAR, providing one could be present. If a representative of DAR is not present, staff will mail the signed proclamation to them.

The proclamation is attached.

Attachments

Constitution Week Proclamation

Form Review

Form Started By: Jo Thieling Started On: 08/21/2015 02:03 PM

Final Approval Date: 08/21/2015

CITY OF RAMSEY RESOLUTION
PROCLAIMING
SEPTEMBER 17 – 23, 2015 AS CONSTITUTION WEEK

WHEREAS, September 17, 2015, marks the two hundred twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

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

1) That the City Council of the City of Ramsey hereby proclaims the week of September 17 through 23, 2015, as **CONSTITUTION WEEK.**

2) That the City Council of the City of Ramsey asks its citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be gained.

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of August, 2015.

_____

Mayor Sarah Strommen

ATTEST:

_____

City Clerk Jo Ann M. Thieling

CC Regular Session **2. 2.**

Meeting Date: 08/25/2015

Information

Title:

Recognize Mr. Wayne Jeffrey for His Years of Service to the Community and as a Business Owner in the City of Ramsey

Purpose/Background:

Purpose: The purpose of this presentation is to recognize Mr. Wayne Jeffrey, who has served as a pharmacist in the City of Ramsey area for over 35 years and was a Ramsey business owner for 26 of those 35 years.

Background: Wayne Jeffrey has retired after more than 35 years of service as a pharmacist in the City of Ramsey. Mr. Jeffrey started as a pharmacist at the Ramsey Drug Store and eventually purchased it, becoming a Ramsey business owner who grew his patient base to over 25,000, as well as grew his number of employees. The Council would like to recognize Mr. Jeffrey for his years of service and his years as a successful Ramsey business owner.

Attached to this presentation report is an article from *The Anoka County Union Herald re* Wayne Jeffrey and his years of service. Also attached is the Proclamation Mayor Strommen will present to Mr. Jeffrey on behalf of the Ramsey City Council.

A resolution is on the Consent Agenda this evening for adoption recognizing Mr. Jeffrey as well.

Attachments

Wayne Jeffrey Article
Proclamation Wayne Jeffrey

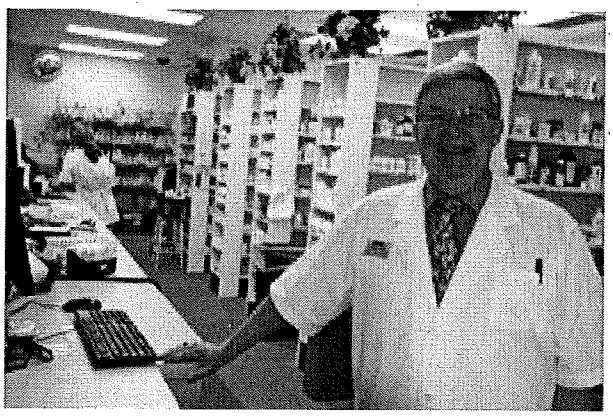
Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/20/2015 08:21 AM
Jo Thieling (Originator)	Jo Thieling	08/20/2015 08:27 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 08:28 AM
Form Started By: Jo Thieling		Started On: 07/28/2015 03:23 PM
Final Approval Date: 08/20/2015		

Longtime Ramsey pharmacist Wayne Jeffrey retires

By Sue Austreng
June 16, 2015 at 8:10 am

When he started as pharmacist at Ramsey Drug Store 35 years ago, Wayne Jeffrey was 29 years old and Ramsey was "out in the country," he said.



Pharmacist Wayne Jeffrey retires June 16 after nearly 40 years serving customers in Ramsey. Here he is pictured at the pharmacy located inside Coborn's grocery store. Photo by Sue Austreng

"Across the street was a horse pasture, kitty-corner to us was a hay field. We were in the sticks, that's for sure," he said.

"Ramsey Drug was a full-blown, small-town drug store. We had cards and candy, cosmetics, toys, magazines – we weren't just drugs – we were everything else, too," the pharmacist said.

Times have changed over the years, and next week Jeffrey's daily life will change, too. June 16 marks his retirement after nearly 40 years working as pharmacist. Most of those years were spent serving customers in Ramsey where he came after starting his career in Virginia, Minnesota.

With compassion in his heart and a smile on his face, Jeffrey served customers as though they were family, always happy to explain medications and side effects, answer questions and even deliver prescriptions to their homes, if necessary.

"He is always so warm and friendly, knows everyone's name and made everyone feel like they were his best friend," said customer Kathy Oppel-Overtoom who with her husband, Jim, has know Jeffrey since they started coming to Ramsey Drug in the mid-1980s.

"One time I forgot to refill my prescription and it was one I couldn't do without. It was about 4 o'clock and I knew he closed at 5, but I called Wayne and he said, 'Don't worry. I can fill it for you,'" she said. "And then he told me I didn't have to go out. 'I'll drop it off at your house on my way home,' he said. And that's what he did – just like one of those old-fashioned doctors doing house calls. He just made everybody feel so good."

Customers and fellow pharmacists alike call Jeffrey compassionate, trusted, professional and caring.

"He's a man with compassion for patients and co-workers. He's a trusted professional," said pharmacist Lynn Young, who works with him at the pharmacy inside Coborn's grocery store in Ramsey.

Pharmacy technician Ashley Mohrman also spoke highly of Jeffrey's work.

"He's one of the most bubbly, outgoing, friendly people I know," she said. "He's like family to his patients. People come to this pharmacy because of him."

When Jeffrey first came to Ramsey and worked at Ramsey Drug Store, it was located inside the Ramsey Medical Clinic on Highway 47 (the current Allina Health Ramsey Clinic).

Just four years into his time at Ramsey Drug, the owners sold the drug store to Jeffrey and his wife, Vivian.

"I was terrified. I had to learn to run a business and I was young, but Viv and I, we made a go at it," Jeffrey said.

The young couple's "go at it" was successful, as evidenced by a patient base of 25,000 and the two pharmacy technicians who worked with him for 25 and 30 years before their own retirements a few years ago.

"That really tells you how he cares for people and how he makes work fun, too. He creates a nice, relaxed atmosphere and that makes it nice for us and for customers," said pharmacy technician Darla Larson, who works with Jeffrey at Coborn's Pharmacy.

Change continued during Jeffrey's pharmaceutical service in Ramsey.

In 1998, Jeffrey said Ramsey Medical Clinic grew and needed more space, "so our space physically shrunk but our focus on pharmacy grew," he said, describing the name change from Ramsey Drug to Ramsey Pharmacy and the finish of his time selling all the other items in the store.

In 2011, after Coborn's Inc. acquired Ramsey Pharmacy, Jeffrey and his crew moved from the medical center into Coborn's grocery store in Ramsey and became Coborn's Pharmacy.

"Moving into Coborn's was a big transition, but our customers followed us. They're like family," Jeffrey said.

Jeffrey, who earned his Bachelor of Science degree in pharmacy from the University of Minnesota, said he decided to become a pharmacist when "the neighbor lady told my mom 'I think he'd make a good pharmacist.'"

"I don't know what she saw in me that made her say that, but I liked math and science, I love taking care of people and didn't know what else I was going to do, so I thought I'd be a pharmacist," Jeffrey said.

And now, as he anticipates the months and years following retirement, Jeffrey will continue to take care of people. He plans to continue making medical mission trips to Guatemala, already having completed three such trips with a mission group called Helps.

He'd also like to return to the Red Lake Indian Reservation on humanitarian missions with members of his church, the Catholic Church of St. Katharine Drexel in Ramsey.

And of course, his desire to serve people as pharmacist will continue when he fills in for vacationing pharmacists and technicians at Coborn's Pharmacy.

"We won't let him get away that easy. Our customers won't let us," said Mohrman, smiling.

A celebration for Jeffrey is planned for June 16 at Coborn's Pharmacy, 7900 Sunwood Drive NW, Ramsey. The public is welcome to stop by for coffee and cookies and to wish Jeffrey well.

Sue.Austreng@ecm-inc.com

Filed Under: Ramsey, Wayne Jeffrey

City of RAMSEY

Proclamation
Recognizing Mr. Wayne Jeffrey

Whereas, Wayne Jeffrey has retired after serving as a pharmacist in the City of Ramsey for 35 years; and

Whereas, Mr. Jeffrey was a Ramsey business owner for over 26 years where he grew a patient base of 25,000 and grew a business that employed several people; and

Whereas, over the years as a business owner, Wayne Jeffrey sponsored/supported Ramsey Youth Athletic Association sports groups; and

Whereas, customers and fellow pharmacists alike call Mr. Jeffrey compassionate, trusted, professional, caring, and one who went "above and beyond" when it came to his patients/customers; and

Whereas, Wayne Jeffrey is being honored as well for his humanitarian roles such as medical mission trips to Guatemala and mission trips to the Red Lake Indian Reservation in Minnesota; and

Whereas, Wayne is not retiring from his humanitarian roles or his role as friend in the community.

Now, therefore, be it proclaimed, that the City Council of the City of Ramsey hereby publicly recognizes and honors Wayne Jeffrey for his years of service to the area and his accomplishments as a business owner in the City of Ramsey.

Whereupon this Proclamation by, and on behalf of, the Ramsey City Council is dated and signed this 25th day of August, 2015 by the Mayor and City Clerk.

Mayor Sarah Strommen

City Clerk Jo Thieling

CC Regular Session **4. 1.**

Meeting Date: 08/25/2015

By: Diana Lund, Finance

Information

Title

Receive Cash and Investments for Period Ending July 31, 2015

Purpose/Background:

Purpose: Receive reports of the city's cash and investments for the period ending July 31, 2015.

Cash and investment report shows the monthly cash flow - receipts and expenditures through July 31, 2015 with the current listing of the city's investment portfolio.

Action:

None required. Informational only.

Attachments

Cash & Investments for Period Ending July 31, 2015

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/20/2015 08:23 AM
Form Started By: Diana Lund		Started On: 08/17/2015 12:22 PM
Final Approval Date: 08/20/2015		

CITY OF RAMSEY
REPORT OF POOLED CASH FLOWS
Period Ended July 31, 2015

	July-15 CURRENT MONTH	2015 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE	$ 59,569,346.20	$ 48,282,687.30
CASH INFLOWS:		
Daily Deposit	417,232.25	9,452,208.64
Tax Settlements	1,958,522.37	5,689,070.87
U/B Receipts	26,851.86	1,547,570.38
Credit Cards	49,781.53	504,679.65
Interest Earnings [Net of Interest Paid on Investments]	36,261.53	390,727.09
Bond Proceeds		5,061,557.86
TOTAL CASH INFLOW	$ 2,488,649.54	$ 22,645,814.49
TOTAL CASH AVAILABLE	$ 62,057,995.74	$ 70,928,501.79
CASH OUTFLOWS:		
Prepaid Checks	625,373.72	$ 3,428,771.30
Bills Lists	852,176.81	3,318,965.32
Pay Estimates	649,717.32	1,531,731.57
Credit Cards	1,206.81	16,589.85
Payroll - Net	432,791.91	2,220,308.25
Flex Reimbursement	2,458.16	38,269.76
Void Checks/Dormant Checks Paid	(2,536.16)	(15,266.57)
Debt Service	52,292.50	944,617.64
Miscellaneous [Bank Charges; etc.]	-	-
TOTAL CASH OUTFLOW	$ 2,613,481.07	$ 11,483,987.12
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	**$ 59,444,514.67**	**$ 59,444,514.67**
MEMO - NET 2015 CASH INFLOW (OUTFLOW)	**(124,831.53)**	**11,161,827.37**
INVESTMENT PORTFOLIO SUMMARY		
BEGINNING BALANCE	**$ 45,437,071.44**	**43,917,588.88**
Purchases	2,694,000.00	11,541,000.00
Maturities/Sales	(256,408.27)	(7,583,925.71)
ENDING BALANCE	**$ 47,874,663.17**	**$ 47,874,663.17**

Prepared by the City of Ramsey Finance Department
8/18/2015

2015 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2015	PURCH 2015	SOLD/ MATURE 2015	BV PRIN BAL 12/31/2015	PAR	YTM
14M1205A	9/18/2014	4M	CD-BANNER CAPITAL BA	19274	246,700.00		0.00	246,700.00	246,700	0.70%
14M1205B	9/18/2014	4M	CD-CAPITAL BANK NA (I	35278	83,300.00		0.00	83,300.00	83,300	0.85%
14M1205C	9/18/2014	4M	CD-SONABANK (BOND P.	57968	161,000.00		0.00	161,000.00	161,000	0.75%
14M1212A	9/8/2015	4M	CD-BANK OF THE OZARI	110	198,000.00		0.00	198,000.00	198,000	0.26%
14M1212B	9/8/2015	4M	CD-ONEWEST BANK NA (	58978	150,000.00		0.00	150,000.00	150,000	0.30%
141009	4/9/2015	4M	Term Series 4M		1,000,000.00		1,000,000.00	0.00	1,000,000	0.17%
141212B	12/14/2015	4M	Term Series 4M		1,000,000.00		0.00	1,000,000.00	1,000,000	0.25%
								1,839,000.00		
150330	12/30/2019	BAIRD	FHLMC	3134G6KS1		500,000.00	0.00	500,000.00	500,000	2.00%
150701A	2/1/2020	BAIRD	WINTHROP MN TAX	976367ND0		290,000.00	0.00	290,000.00	290,000	2.43%
150701B	2/1/2021	BAIRD	WINTHROP MN TAX	976367NE8		305,000.00	0.00	305,000.00	305,000	2.68%
140904	9/1/2021	BAIRD	OKLAHOMA TAXABLE	678519RP6	535,000.00		0.00	535,000.00	535,000	2.45%
								1,630,000.00		
141212A	6/12/2017	ICD SEC	CD-ALLY BANK	02006LMP5	100,000.00		0.00	100,000.00	100,000	1.20%
140709	7/11/2016	ICD SEC	CD-ALLY BANK	02006LFP3	76,000.00		0.00	76,000.00	76,000	0.65%
121219A	12/21/2015	ICD SEC	CD-ALLY BANK	02005QU76	58,000.00		0.00	58,000.00	58,000	0.90%
150710B	7/10/2017	ICD SEC	CD-AMERICAN COMMER	02519TAC0		250,000.00	0.00	250,000.00	250,000.00	1.00%
141211	12/12/2016	ICD SEC	CD-AMERICAN EXPRESS	02587DWT1	250,000.00		0.00	250,000.00	250,000	1.05%
140725B	1/25/2017	ICD SEC	CD-AMERICAN WEST BA	03059OD59	200,000.00		0.00	200,000.00	200,000	0.80%
140813	2/16/2016	ICD SEC	CD-BANCO POPULAR	05967ES75	250,000.00		0.00	250,000.00	250,000	0.65%
150415	4/13/2017	ICD SEC	CD-BANK CASTILE	061077BC6		150,000.00	0.00	150,000.00	150,000	0.70%
141224B	6/24/2015	ICD SEC	CD-BANK INDIA	06278CG66	100,000.00		100,000.00	0.00	100,000	0.35%
131224A	12/27/2016	ICD SEC	CD-BANK OF BARODA	06062ACN7	249,000.00		0.00	249,000.00	249,000.00	1.00%
150604A	6/1/2016	ICD SEC	CD-BANK OF INDIA	06278C4G7		150,000.00	0.00	150,000.00	150,000	0.45%
150630B	3/30/2017	ICD SEC	CD-BANK OF NORTH CAI	06414QVR7		250,000.00	0.00	250,000.00	250,000	0.85%
140716	7/16/2019	ICD SEC	CD-BARCLAYS BANK	0674OKHF7	250,000.00		0.00	250,000.00	250,000	2.05%
150220	8/19/2016	ICD SEC	CD-BBCN BANK	073296BJ3		198,000.00	0.00	198,000.00	198,000	0.55%
131127	11/25/2015	ICD SEC	CD-BEAL BANK USA	07370WBF2	78,000.00		0.00	78,000.00	78,000	0.65%
131218	12/16/2015	ICD SEC	CD-BEAL BANK USA	07370WC27	150,000.00		0.00	150,000.00	150,000.00	0.65%
150612	12/30/2016	ICD SEC	CD-BERKSHIRE BANK	084601DT7		250,000.00	0.00	250,000.00	250,000	0.70%
150626B	6/26/2017	ICD SEC	CD-BMW BANK OF NORT	0558OABY9		150,000.00	0.00	150,000.00	150,000	1.05%
121123C	11/16/2016	ICD SEC	CD-BMW BANK OF NORT	05568P2K2	100,000.00		0.00	100,000.00	100,000	1.20%
150715A	7/16/2018	ICD SEC	CD-CAPITAL ONE BANK	14042E4R8		250,000.00	0.00	250,000.00	250,000.00	1.60%
150624	12/26/2017	ICD SEC	CD-CAPITAL ONE BANK	29266NK71		100,000.00	0.00	100,000.00	100,000	1.30%
141126	11/28/2016	ICD SEC	CD-CAPITAL ONE BANK	140420RA0	150,000.00		0.00	150,000.00	150,000	1.05%
130726A	1/26/2016	ICD SEC	CD-CATHAY BANK	149159JA4	248,000.00		0.00	248,000.00	248,000	0.70%
140818	8/18/2016	ICD SEC	CD-COMENITY BANK	20033AGB6	250,000.00		0.00	250,000.00	250,000	0.80%
130925	9/25/2015	ICD SEC	CD-COMPASS BANK	20451PEM4	100,000.00		0.00	100,000.00	100,000	0.75%
131030	10/30/2015	ICD SEC	CD-COMPASS BANK	20451PGF7	150,000.00		0.00	150,000.00	150,000	0.75%
150715B	7/17/2017	ICD SEC	CD-CONESTOGA BANK	20701PBQ6		250,000.00	0.00	250,000.00	250,000.00	1.00%
150717	1/17/2017	ICD SEC	CD-CRESCOM BANK	225862CE9		250,000.00	0.00	250,000.00	250,000.00	0.65%
140723A	1/23/2018	ICD SEC	CD-CUSTOMERS BANK	23204HBR8	200,000.00		0.00	200,000.00	200,000	1.30%
150715C	7/17/2017	ICD SEC	CD-DISCOVER BANK	254672SC3		100,000.00	0.00	100,000.00	100,000.00	1.15%
150730	7/30/2018	ICD SEC	CD-DISCOVER BANK	254672TA6		149,000.00	0.00	149,000.00	149,000.00	1.70%
130710A	7/10/2015	ICD SEC	CD-DISCOVER BANK	254671RU6	100,000.00		100,000.00	0.00	249,000	0.70%
130724	7/24/2015	ICD SEC	CD-DISCOVER BANK	254671SP6	149,000.00		149,000.00	0.00	249,000	0.65%
150515	5/15/2017	ICD SEC	CD-ENERBANK	29266NK71		99,000.00	0.00	99,000.00	99,000	0.90%
141218	12/19/2016	ICD SEC	CD-ENERBANK	29266NG27	115,000.00		0.00	115,000.00	115,000	0.90%
140715	1/15/2016	ICD SEC	CD-EVERBANK	29976DTD2	250,000.00		0.00	250,000.00	250,000	0.45%
130731	2/9/2016	ICD SEC	CD-FARMERS TRUST & S	310756AB7	100,000.00		0.00	100,000.00	249,000	0.70%
131129	11/30/2015	ICD SEC	CD-FIRST BANK OF PUER	33764JJ63	200,000.00		0.00	200,000.00	200,000	0.80%
150722	7/21/2017	ICD SEC	CD-FIRST CHOICE BANK	319461AM1		250,000.00	0.00	250,000.00	250,000.00	1.05%
131230D	9/30/2016	ICD SEC	CD-FIRST CREDIT BANK	320055BF2	249,000.00		0.00	249,000.00	249,000.00	0.75%
150226	8/26/2015	ICD SEC	CD-FIRST NIAGARA BAN	33583CMS5		100,000.00	0.00	100,000.00	100,000	0.60%
141231	6/30/2016	ICD SEC	CD-FIRST NIAGARA BAN	33583CLU1	149,000.00		0.00	149,000.00	149,000	0.65%
140821	2/21/2017	ICD SEC	CD-FIRST SAVINGS BANI	33621LBA0	249,000.00		0.00	249,000.00	249,000	1.00%
131230A	6/30/2016	ICD SEC	CD-FLUSHING BANK	34387AAB5	249,000.00		0.00	249,000.00	249,000.00	0.75%
131220	12/20/2016	ICD SEC	CD-GE CAPITA RETAIL B	36157QTX5	50,000.00		0.00	50,000.00	50,000.00	1.00%
140822	2/22/2017	ICD SEC	CD-GE CAPITAL BANK	36161TX59	49,000.00		0.00	49,000.00	49,000	1.00%
130301	3/1/2018	ICD SEC	CD-GE CAPITAL BANK	3616ITJB2	200,000.00		0.00	200,000.00	200,000	1.10%
130823	2/23/2015	ICD SEC	CD-GE CAPITAL RETAIL	36157QNH6	198,000.00		198,000.00	0.00	198,000	0.60%
150629	1/30/2017	ICD SEC	CD-GNB BANK	36198JAX2		250,000.00	0.00	250,000.00	250,000	0.80%
130327	9/28/2015	ICD SEC	CD-GOLDMAN SACHS	38147JCG5	100,000.00		0.00	100,000.00	100,000	0.65%
131227A	12/27/2016	ICD SEC	CD-GOLDMAN SACHS	38147JQU9	149,000.00		0.00	149,000.00	149,000.00	1.00%
140828	2/28/2017	ICD SEC	CD-GREAT SOUTHERN B.	3912OVRK2	249,000.00		0.00	249,000.00	249,000	1.00%
140717	4/17/2017	ICD SEC	CD-GUARANTY BANK &	40082OBK1	250,000.00		0.00	250,000.00	250,000	0.85%
131230C	9/30/2016	ICD SEC	CD-HOME SAVINGS BAN	43733LAT4	155,000.00		0.00	155,000.00	155,000.00	0.75%
131106	8/8/2016	ICD SEC	CD-INSBANK	45776NBJ4	250,000.00		0.00	250,000.00	250,000	0.75%

2015 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2015	PURCH 2015	SOLD/ MATURE 2015	BV PRIN BAL 12/31/2015	PAR	YTM
141230A	9/30/2015	ICD SEC	CD-INTEGRITY BANK	45824ABT2	250,000.00		0.00	250,000.00	250,000	0.40%
150128	7/28/2016	ICD SEC	CD-KEY BANK NA	49306SUJ3		250,000.00	0.00	250,000.00	250,000	0.55%
141223	9/23/2015	ICD SEC	CD-LAKESIDE BANK	5121OSKN6	250,000.00		0.00	250,000.00	250,000	0.40%
130417	10/16/2015	ICD SEC	CD-MARLIN BUSINESS B	57116AFUS	200,000.00		0.00	200,000.00	200,000	0.45%
150710A	7/10/2017	ICD SEC	CD-MB FINANCIAL	55266CMR4		250,000.00	0.00	250,000.00	250,000.00	1.00%
140610	6/9/2017	ICD SEC	CD-MEDALLION BANK	58403BP26	250,000.00		0.00	250,000.00	250,000	1.00%
141217	12/19/2016	ICD SEC	CD-MERCANTILE COMM	58733ABD0	250,000.00		0.00	250,000.00	250,000	1.00%
150630A	12/30/2016	ICD SEC	CD-MERRICK BANK	59013JFR5		150,000.00	0.00	150,000.00	150,000	0.75%
150130	1/30/2017	ICD SEC	CD-MERRICK BANK	59013JDA4		100,000.00	0.00	100,000.00	100,000	0.75%
130726B	1/26/2015	ICD SEC	CD-MERRICK BANK	56012Y4E4	100,000.00		100,000.00	0.00	249,000	0.50%
130206	2/8/2016	ICD SEC	CD-ORIENTAL BANK & T	6861845S2	200,000.00		0.00	200,000.00	200,000	0.90%
141230B	9/30/2015	ICD SEC	CD-PACIFIC WESTERN B/	69506YBS7	250,000.00		0.00	250,000.00	250,000	0.45%
141210	12/12/2016	ICD SEC	CD-PEOPLE'S UNITED BA	7127OQKU9	250,000.00		0.00	250,000.00	250,000	1.00%
150626A	12/27/2016	ICD SEC	CD-PREFERRED BANK	740367EC7		150,000.00	0.00	150,000.00	150,000	0.55%
131004	10/4/2016	ICD SEC	CD-PRIVATEBANK & TR	74267GTZ0	100,000.00		0.00	100,000.00	100,000	1.00%
150225	8/25/2016	ICD SEC	CD-RIVERBANK	76857RCD4		250,000.00	0.00	250,000.00	250,000	0.55%
150604B	9/1/2016	ICD SEC	CD-SAFRA NATIONAL B/	78658QNS8		250,000.00	0.00	250,000.00	250,000	0.50%
120131	1/30/2015	ICD SEC	CD-SAFRA NATIONAL B/	786584YA2	100,000.00		100,000.00	0.00	100,000	1.00%
130515	5/15/2015	ICD SEC	CD-SAFRA NATIONAL B/	78658AGG	99,000.00		99,000.00	0.00	99,000	0.40%
140924	9/25/2017	ICD SEC	CD-SALLIE MAE BANK	40082OBK1	249,000.00		0.00	249,000.00	249,000	1.40%
141224A	12/24/2015	ICD SEC	CD-SANTANDER BANK	8028OJCS8	250,000.00		0.00	250,000.00	250,000	0.55%
140725A	4/25/2017	ICD SEC	CD-SECURITY FEDERAL	81423LBL5	250,000.00		0.00	250,000.00	250,000	1.00%
150619	12/19/2016	ICD SEC	CD-SPRINGFIELD FIRST (	85047AAFO		200,000.00	0.00	200,000.00	200,000	0.60%
120123	1/23/2015	ICD SEC	CD-STATE BANK OF INDI	33664	150,000.00		150,000.00	0.00	150,000	1.10%
131018	10/19/2015	ICD SEC	CD-STATE BANK OF INDI	856284Q98	100,000.00		0.00	100,000.00	100,000	0.85%
140305	3/6/2017	ICD SEC	CD-SYNOVOUS BANK	87164DEB2	200,000.00		0.00	200,000.00	200,000	0.85%
131230B	9/30/2016	ICD SEC	CD-TOWN & COUNTRY B	89210PBD4	249,000.00		0.00	249,000.00	249,000.00	0.75%
150227	11/28/2016	ICD SEC	CD-TRADITION CAPITAL	89269FBV6		150,000.00	0.00	150,000.00	150,000	0.65%
141209	6/9/2016	ICD SEC	CD-UNITED BANK	909552AQ4	250,000.00		0.00	250,000.00	250,000	0.65%
111005	10/5/2026	ICD SEC	CD-WELLS FARGO BANK	949748K97	150,000.00		150,000.00	0.00	150,000	3.00%
			2014 Investments					14,366,000.00		
090102A	1/25/2033	Com Sec	FNR 2003-19 ME	31392JJG5	8,948.75		3,685.29	5,263.46	165,176	3.95%
090102B	12/25/2018	Com Sec	FNR 2003-120 BY	31393UGR8	52,279.98		12,278.92	40,001.06	200,000	3.98%
								45,264.52		
110913A	12/1/2015	Northland	APPLETON MN TAXABLI	03805A-KR-8	140,000.00		0.00	140,000.00	140,000	1.60%
150109	10/1/2022	Northland	HUBBARY COUNTY TAX	443348-DE-4		135,000.00	0.00	135,000.00	140,000	2.70%
150708	2/1/2019	Northland	MAPLEWOOD MN TAX	56557-UM-5		350,000.00	0.00	350,000.00	350,000	1.80%
150430	2/1/2022	Northland	MINNETONKA ISD #276	604195-YG-6		270,000.00	0.00	270,000.00	270,000	3.00%
150211	6/1/2016	Northland	MITCHELL COUNTY TAX	606521-ES-7		70,000.00	0.00	70,000.00	70,000	1.00%
150601	6/1/2017	Northland	HAWKEYE COMMUNITY	42016A-KH-3		190,000.00	0.00	190,000.00	190,000	0.90%
160626C	10/1/2017	Northland	WESTERN LAKE SUPERI(	958522-WS-9		245,000.00	0.00	245,000.00	245,000	1.35%
110913B	12/1/2016	Northland	APPLETON MN TAXABLI	038051-KS-6	110,000.00		0.00	110,000.00	110,000	2.00%
110114B	3/1/2016	Northland	APPLETON WIS SCHOOL	038106-JN-1	100,000.00		100,000.00	0.00	100,000	2.77%
130412	2/1/2024	Northland	BECKER MN TAX	075671LJ4	50,000.00		0.00	50,000.00	50,000	2.75%
110310	2/1/2020	Northland	BROOKLYN CENTER ISD	113853-KG-9	285,000.00		0.00	285,000.00	285,000	4.65%
090420B	12/1/2015	Northland	BURLINGTON VT PUB IM	022062-ML-3	200,000.00		0.00	200,000.00	200,000	3.75%
120215B	6/1/2026	Northland	CEDAR RAPIDS IO TAX	150528-JU-2	50,000.00		0.00	50,000.00	50,000	4.55%
120606B	6/1/2022	Northland	CEDAR RAPIDS IO TAX	150528-N2-6	135,000.00		0.00	135,000.00	135,000	2.50%
120606A	6/1/2023	Northland	CEDAR RAPIDS IO TAX	150528-PA-9	140,000.00		0.00	140,000.00	140,000	2.70%
130815A	12/1/2020	Northland	CHASKA, MN TAX	161664-DY-0	75,000.00		0.00	75,000.00	75,000	2.50%
130815B	12/1/2021	Northland	CHASKA, MN TAX	161664-DZ-7	75,000.00		0.00	75,000.00	75,000	2.75%
100223A	6/1/2016	Northland	DAVENPORT IOWA TAX/	238388-FU-1	335,000.00		0.00	335,000.00	335,000	3.25%
110301A	6/1/2015	Northland	DES MOINES IA COMM C	250097-YS-5	100,000.00		100,000.00	0.00	100,000	2.50%
131205	12/28/2018	Northland	FNMA	3136GO-RB-9	500,000.00		0.00	500,000.00	500,000	1.38%
090914	2/1/2015	Northland	GRAND RAPIDS MN EQU	386334-2L-9	115,000.00		115,000.00	0.00	115,000	3.70%
110114A	2/1/2017	Northland	HOPKINS ISD #270	439881-HB-2	100,000.00		0.00	100,000.00	100,000	2.75%
121211B	6/1/2015	Northland	IOWA WESTERN COMM (	462612-QK-1	175,000.00		175,000.00	0.00	175,000	0.50%
121211C	6/1/2016	Northland	IOWA WESTERN COMM (	462616-QL-9	100,000.00		0.00	100,000.00	100,000	0.65%
121228A	6/1/2017	Northland	IOWA WESTERN COMM (	462612-QM-7	100,000.00		0.00	100,000.00	100,000	0.85%
081106	6/1/2015	Northland	KIRKWOOD COMM COLL	497595-VC-9	245,000.00		245,000.00	0.00	245,000	5.50%
120321	3/1/2022	Northland	MADISION WI SCHOOL D	558495-KN-6	500,000.00		0.00	500,000.00	500,000	2.50%
110208	12/30/2015	Northland	MCGREGOR ISD #004	580705-GN-5	95,000.00		0.00	95,000.00	95,000	2.35%
110203A	4/1/2017	Northland	MEDFORD WIS SCHOOL I	58434T-DK-3	40,000.00		0.00	40,000.00	40,000	2.75%
121228B	9/1/2023	Northland	MIDDLETON WIS REFUN	596782-T6-7	300,000.00		0.00	300,000.00	300,000	2.36%
120214B	9/1/2025	Northland	MIDDLETON WIS REFUN	596782-TJ-1	315,000.00		0.00	315,000.00	315,000	2.85%
130702A	1/1/2019	Northland	MINNETONKA ISD #276	604195-VW-4	285,000.00		0.00	285,000.00	285,000	1.40%
130702B	1/1/2021	Northland	MINNETONKA ISD #276	604195-VY-0	400,000.00		0.00	400,000.00	400,000	2.10%
120215A	1/1/2028	Northland	MINNETONKA ISD #276	604195-SB-4	50,000.00		0.00	50,000.00	50,000	5.20%
130722	2/1/2021	Northland	MOUND MN TAXABLE	620S35-W4-2	95,000.00		0.00	95,000.00	95,000	2.00%
090715B	2/1/2015	Northland	MOWER CTY MIN JAIL	624662-AJ-1	250,000.00		250,000.00	0.00	250,000	4.10%
100803A	2/1/2015	Northland	NEW PRAGUE BAB	648159-TU-5	60,000.00		60,000.00	0.00	60,000	2.65%

2015 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2015	PURCH 2015	SOLD/ MATURE 2015	BV PRIN BAL 12/31/2015	PAR	YTM
100803B	2/1/2018	Northland	NEW PRAGUE BAB	648159-TX-9	70,000.00		0.00	70,000.00	70,000	3.75%
100803C	2/1/2019	Northland	NEW PRAGUE BAB	648159-TY-7	45,000.00		0.00	45,000.00	45,000	4.00%
140117	11/1/2019	Northland	HONOLULU TAXABLE	438670-Q4-6	275,000.00		0.00	275,000.00	275,000	1.84%
141205A	9/1/2018	Northland	WYANDOTTE KANSAS SI	982696-QE-9	125,000.00		0.00	125,000.00	125,000	1.93%
141104	2/1/2022	Northland	DULUTH MN TAXABLE	264438-G5-5	150,000.00		0.00	150,000.00	150,000	3.00%
141006	6/1/2020	Northland	NORTHEAST IOWA COMI	664214-JQ-7	320,000.00		0.00	320,000.00	320,000	1.90%
140320A	3/1/2019	Northland	HAWLEY MN SCHOOL DI	420416-EZ-8	390,000.00		0.00	390,000.00	390,000	1.85%
140320B	3/1/2016	Northland	HAWLEY MN SCHOOL DI	420416-E-5	180,000.00		0.00	180,000.00	180,000	0.60%
140730A	6/1/2019	Northland	DES MOINES IA TAXABL	25009X-GB-5	115,000.00		0.00	115,000.00	115,000	2.00%
140730B	6/1/2020	Northland	DES MOINES IA TAXABL	25009X-GC-3	145,000.00		0.00	145,000.00	145,000	2.10%
140326	9/26/2017	Northland	FHLB	313OA15P9	350,000.00		0.00	350,000.00	350,000	1.00%
140502	2/15/2020	Northland	COLLINGSWOOD NJ TAX	194756-PQ-9	145,000.00		0.00	145,000.00	145,000	3.00%
140620	12/1/2020	Northland	CELINA OHIO SCHOOL D	151069-FD-8	300,000.00		0.00	300,000.00	300,000	2.13%
100803D	2/1/2020	Northland	NEW PRAGUE BAB	648159-TZ-4	70,000.00		0.00	70,000.00	70,000	4.25%
090206	2/1/2015	Northland	NORTH ST PAUL MAPLE	6621406D9	355,000.00		355,000.00	0.00	355,000	3.70%
111031	6/1/2018	Northland	RACINE WIS TAXABLE	750021-6D-4	755,000.00		0.00	755,000.00	755,000	2.10%
130624A	2/1/2023	Northland	RAMSEY COUNTY TAXA	751622-HH-7	595,000.00		0.00	595,000.00	595,000	2.75%
130624B	2/1/2022	Northland	RAMSEY COUNTY TAXA	751622-HG-9	285,000.00		0.00	285,000.00	285,000	2.50%
120308A	12/1/2020	Northland	SHOREWOOD WIS TAX	825230-KU-8	150,000.00		0.00	150,000.00	150,000	2.50%
120308B	12/1/2022	Northland	SHOREWOOD WIS TAX	825230-KW-4	150,000.00		0.00	150,000.00	150,000	2.80%
120308C	12/1/2027	Northland	SHOREWOOD WIS TAX	825230-LB-9	225,000.00		0.00	225,000.00	225,000	3.25%
120308D	12/1/2028	Northland	SHOREWOOD WIS TAX	825230-LC-7	465,000.00		0.00	465,000.00	465,000	3.15%
120214B	4/1/2017	Northland	ST FRANCIS ISD#15	789466-PU-7	250,000.00		0.00	250,000.00	250,000	4.40%
090217C	3/1/2016	Northland	STILLWATER ISC #834	860758-QA-2	245,000.00		0.00	245,000.00	245,000	4.20%
110608	2/1/2019	Northland	WADENA MN BAB	930217-JD-7	95,000.00		0.00	95,000.00	95,000	3.94%
130624C	6/1/2018	Northland	WATERLOO IOWA TAXA	941647-NZ-8	345,000.00		0.00	345,000.00	345,000	2.00%
110714B	10/1/2016	Northland	WAUWATO WIS REFUND	943504-R2-8	300,000.00		0.00	300,000.00	300,000	1.90%
090528A	2/1/2015	Northland	WAYZATA ISD #284	946813-TF-9	500,000.00		500,000.00	0.00	500,000	3.15%
090310	4/1/2015	Northland	WEST ALLIS WIS COMM	951172-7R-0	340,000.00		340,000.00	0.00	340,000	3.75%
120215C	10/1/2019	Northland	WESTERN LAKE SUPERI(	958522-WU-4	100,000.00		0.00	100,000.00	100,000	3.15%
110816A	10/1/2016	Northland	WESTIN LAKE SUPERIOR	958522-WR-1	350,000.00		0.00	350,000.00	350,000	2.10%
110816B	10/1/2017	Northland	WESTIN LAKE SUPERIOR	958522-WS-9	350,000.00		0.00	350,000.00	350,000	2.50%
110201B	6/1/2016	Northland	WINDSOR HTS IOWA TA	973602-KT-1	130,000.00		0.00	130,000.00	130,000	2.30%
			2014 Investment					13,205,000.00		
010328	6/25/2023	UBS	FHG14A	312916PD5R	4,000.00		2,000.00	2,000.00	152,000	6.00%
150212	4/30/2018	UBS	FNMA	3136G1LB3		300,000.00	0.00	300,000.00	300,000	0.75%
150501	8/23/2022	UBS	FHLB	31338OD61		300,000.00	0.00	300,000.00	300,000	1.54%
150528	5/28/2020	UBS	FHLB	3130A5BJ7		300,000.00	0.00	300,000.00	300,000	1.25%
150407	1/30/2023	UBS	FNMA	3136G1B81		300,000.00	0.00	300,000.00	300,000	2.25%
150414	8/22/2022	UBS	FHLB	31338OC47		300,000.00	0.00	300,000.00	300,000	1.25%
150428	7/24/2023	UBS	FFCB	3133EA2M3		250,000.00	0.00	250,000.00	250,000	2.38%
150310	4/1/2020	UBS	MONTGOMERY ALA TAX	613035L69		400,000.00	0.00	400,000.00	400,000	2.15%
150311	3/11/2025	UBS	CD-HSBC BANK	40434ASB6		240,000.00	0.00	240,000.00	240,000	2.25%
150318	5/20/2020	UBS	FHLB STEP	313382WR0		300,000.00	0.00	300,000.00	300,000	1.00%
150323	9/27/2021	UBS	FNMA	313382FD0		250,000.00	0.00	250,000.00	250,000	1.50%
150602	10/25/2024	UBS	FHLB	31338OVV6		500,000.00	0.00	500,000.00	500,000	1.68%
150623	5/28/2030	UBS	FHLB	3130S5DK2		500,000.00	0.00	500,000.00	500,000	2.05%
150630C	2/25/2025	UBS	FHLB	3133823U5		300,000.00	0.00	300,000.00	300,000	2.50%
120822	8/22/2022	UBS	FHLB	313380C47	500,000.00		0.00	500,000.00	500,000	1.25%
130404	10/25/2027	UBS	FHLB	31338OUU9	750,000.00		0.00	750,000.00	750,000	2.13%
131121	4/30/2018	UBS	FNMA	3136G1LB3	500,000.00		0.00	500,000.00	500,000	1.33%
131002	11/26/2027	UBS	FHLB	313381BA2	500,000.00		0.00	500,000.00	500,000	2.00%
130710B	6/20/2023	UBS	FHLB	313383DZ1	750,000.00		750,000.00	0.00	750,000	2.03%
130606B	11/1/2019	UBS	NYC GEN TAX	64971QH63	1,000,000.00		0.00	1,000,000.00	1,000,000	1.73%
130611	5/21/2018	UBS	FNMA	3135GOXDO	750,000.00		0.00	750,000.00	750,000	1.29%
130627	6/5/2019	UBS	FHLB	3133835X5	500,000.00		500,000.00	0.00	500,000	1.99%
130628B	5/26/2023	UBS	FHLB	313383CQ2	500,000.00		500,000.00	0.00	500,000	1.78%
130425	4/25/2023	UBS	FHLB	313382QZ9	500,000.00		0.00	500,000.00	500,000	1.63%
130807	12/27/2024	UBS	FHLB	313381GK5	500,000.00		0.00	500,000.00	500,000	1.25%
131203	12/11/2020	UBS	FHLB	313383BE0	500,000.00		0.00	500,000.00	500,000	2.56%
131206B	8/23/2027	UBS	FHLB	313380DF1	500,000.00		500,000.00	0.00	500,000	4.05%
131223	5/20/2020	UBS	FHLB	313382WR0	500,000.00		0.00	500,000.00	500,000	2.43%
131224B	5/16/2023	UBS	FHLB	313382V83	500,000.00		500,000.00	0.00	500,000	3.01%
131227B	10/25/2022	UBS	FHLB	31338OX51	840,000.00		0.00	840,000.00	840,000	3.95%
121123A	11/23/2027	UBS	FHLB	313381BT1	500,000.00		0.00	500,000.00	500,000	2.16%
121123B	11-23-27	UBS	FHLB	313381BD6	500,000.00		0.00	500,000.00	500,000	2.00%
121128	11/28/2022	UBS	FHLB	313381AC9	500,000.00		0.00	500,000.00	500,000	1.25%
121221	12/21/2027	UBS	FHLB	313381FPS	750,000.00		0.00	750,000.00	750,000	2.00%
120730	7/30/2024	UBS	FHLB-STEP	3133803H8	500,000.00		0.00	500,000.00	500,000	1.90%

2015 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2015	PURCH 2015	SOLD/ MATURE 2015	BV PRIN BAL 12/31/2015	PAR	YTM
000417	8/15/2021	UBS	FHLMC REMIC 181e	312904AU9C	802.21		320.30	481.91	88,604	7.00%
970917B	9/15/2021	UBS	FHLMC REMIC SERIES FI	312904GT6C	1,849.63		449.10	1,400.53	255,714	7.21%
020826	10/15/2022	UBS	FHR 1391D	312912LUO	1,614.37		180.63	1,433.74	59,990	6.00%
030630A	6/15/2018	UBS	FHR 2628 AB	31393VMQ1C	10,546.78		2,905.07	7,641.71	200,000	3.12%
030930A	9/15/2018	UBS	FHR 2677 KH	31394JTP2	17,796.95		7,283.50	10,513.45	300,000	4.50%
040730A	7/15/2019	UBS	FHR 2822 DB	31395C3S8	36,350.04		10,557.15	25,792.89	500,000	5.00%
040730B	7/15/2019	UBS	FHR 2822 DQ	31395C3U3	2,380.39		2,380.72	-0.33	500,000	5.00%
970625	2/25/2021	UBS	FNMA FNR-1991-7 H	31358FZW2	1,000.00		0.00	1,000.00	129,000	7.84%
021004	8/25/2022	UBS	FNR 1992-125L	31358PS40C	2,069.84		420.09	1,649.75	52,000	7.00%
030730A	8/25/2018	UBS	FNR 2003-74-KN	31393EAL3C	21,171.81		5,231.01	15,940.80	300,000.00	3.59%
001127	7/25/2022	UBS	FNR G92-35	31358PHV2C	1,778.13		233.93	1,544.20	75,215	7.49%
121207	11/1/2018	UBS	NYC GEN TAX	64971QH55	500,000.00		0.00	500,000.00	500,000	1.28%
140723B	1/30/2023	UBS	FHLB	313381X26	400,000.00		400,000.00	0.00	400,000	1.00%
140716A	5/23/2024	UBS	FHLB	313379G45	500,000.00		0.00	500,000.00	500,000	2.00%
141212C	1/30/2023	UBS	FNMA	3136G1B81	300,000.00		0.00	300,000.00	300,000	2.49%
141205B	5/24/2027	UBS	FNMA	3136GOJG7	450,000.00		0.00	450,000.00	450,000	2.25%
141205C	4/25/2028	UBS	FNMA	3136G1KL2	400,000.00		0.00	400,000.00	400,000	2.38%
140710	7/10/2019	UBS	CD-AMERICAN EXPRESS	02587CAC4	240,000.00		0.00	240,000.00	240,000	1.95%
120817A	5/1/2018	UBS	NYC-TAXABLE	64971QTU7	500,000.00		0.00	500,000.00	500,000	1.60%
								16,789,398.65		
	TOTAL INVESTMENTS				43,917,588.88	11,541,000.00	7,583,925.71	47,874,663.17		
			Unamortized Premiums		1,296,460.04	17,249.70		1,313,709.74		
			Unamortized Discounts		(3,266,297.99)	(8,394.00)		(3,274,691.99)		
			BOW		2,967,864.86	36,685,880.38	30,495,572.34	9,158,172.90		
			Village Bank Checking		(54,198.68)	2,536.16		(51,662.52)		
			Money Market Accounts		3,422,422.15	1,001,901.22		4,424,323.37		
			Net Cash and Investments		48,283,839.26	49,240,173.46	38,079,498.05	59,444,514.67		

CC Regular Session **4. 2.**

Meeting Date: 08/25/2015

By: JoAnn Shaw, Community Development

Information

Title

Note the Following Boards and Commissions Meeting Minutes:

- Environmental Policy Board Meeting Minutes Dated June 15, 2015
- Economic Development Authority Meeting Minutes Dated July 9, 2015
- Planning Commission Meeting Minutes Dated July 9, 2015
- Park and Recreation Commission Meeting Minutes Dated July 9, 2015

Attachments

EPB 06.15.15

EDA 07.09.15

Planning 07.09.15

Park 07.09.15

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/20/2015 08:23 AM
Form Started By: JoAnn Shaw		Started On: 08/17/2015 08:43 AM
Final Approval Date: 08/20/2015		

City of Ramsey
Agenda
Environmental Policy Board (EPB)
Monday June 15, 2015
6:30 pm
The COR Room, 7550 Sunwood Drive NW

1. Call to Order

2. Citizen Input

3. Approve Agenda

4. Approve Minutes

1. Approve Meeting Minutes Dated May 19, 2015

5. Policy Board Business

1. Consider Request for a Variance to Minimum Lot Size Requirement to Pursue a Minor Subdivision on the Property Located at 16520 Germanium St NW; Case of Paul and Mary Johnson

2. Consider Outline for Public Education on Groundwater

6. Board/Staff Input

- July Meeting Date

7. Adjournment

Environmental Policy Board (EPB) **4. 1.**

Meeting Date: 06/15/2015

By: Chris Anderson, Community Development

Information

Title:

Approve Meeting Minutes Dated May 19, 2015

Action:

Attachments

Meeting Minutes Dated May 19, 2015

Form Review

Inbox	Reviewed By	Date
Chris Anderson (Originator)	Chris Anderson	06/11/2015 04:26 PM
Form Started By: Chris Anderson		Started On: 06/10/2015 09:01 AM
Final Approval Date: 06/11/2015		

ENVIRONMENTAL POLICY BOARD (EPB)
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

On Tuesday, May 19, 2015, the Environmental Policy Board (EPB) met in the COR Room at the Ramsey Municipal Center, 7550 Sunwood Drive N.W., Ramsey, Minnesota.

Members Present:	Acting Chairman Michael Valentine Board Member Reid Bernard Board Member Jane Covart Board Member Michael Hiatt Board Member Larry Lewis
Members Absent:	Chairperson Thomas Stodola Board Member Bob Bentz
Also Present:	City Planner Chris Anderson City Council Liaison John LeTourneau

1. CALL TO ORDER

Acting Chairman Valentine called the meeting to order at 6:32 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Motion by Board Member Hiatt and seconded by Board Member Lewis to approve the agenda as submitted.

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

4. APPROVE MINUTES

4.01: Approve Meeting Minutes Dated April 20, 2015

Motion by Board Member Lewis and seconded by Board Member Bernard to approve the regular meeting minutes dated April 20, 2015.

Motion carried. Voting Yes: Acting Chairman Valentine, Board Member Lewis, Bernard, Covart, and Hiattt. Voting No: None. Absent: Chairperson Stodola, Board Member Bentz

5. POLICY BOARD BUSINESS

5.01: Review Framework for a Future Citizen Engagement Process Related to the Environmental Protection/Resource Management Chapter of the Comprehensive Plan

City Planner Anderson stated that this case is not a continuation of the Planning Commission and EPB joint meeting in April. It is to review the Board's proposed framework for how it is going to proceed to look at the Environmental Protection/Resource Management Chapter of the Comprehensive Plan. He stated that the citizen engagement process used in the past has worked well for the City when they were looking for public feedback on small land use area planning. This process involves a scoping meeting to look at a broad general question to engage the public and allow the participants to identify specifics they would like to talk more about and to ask meeting participants to break off in smaller groups and discuss a specific issue and then reconvene in a larger group to discuss and look at themes that have support from participants. The second step would be to develop alternatives and solutions based on the discussion. The third step would be to agree on how to move forward. This may require a follow-up meeting depending on how many people attend the meeting and the discussion. He stated that there has been positive feedback regarding this process because the City is not setting up the agenda but is getting feedback and input from the public and basing what the City is going to do off of the input. He requested input from the Board on what the question for the public meeting should be and what additional resources the Board would like to see available for the public meeting. He stated that a public meeting would likely take place in late fall.

Board Member Lewis asked if City Planner Anderson wanted the Board to select a singular topic or question from the case information provided.

City Planner Anderson replied that the case information contained examples of questions asked in the past so none of those questions would be used. He stated that the intent of the question would be to draw out the public and get them engaged.

Board Member Covart asked if it would be possible to have a list of natural resources under question number two.

City Planner Anderson stated that they might be able to highlight a couple of very broad natural resource topics and underneath the broad question have specific bullet points such as water resources. He thinks the question itself would be broad and the supporting promotional materials could contain a more refined list.

Acting Chairman Valentine stated it is a challenge and a delicate balance to provide focus without leading people too much.

City Planner Anderson explained that Staff would kick the meeting off with an example of a topic and then open it up to the public for their concerns and encourage them to write those concerns on the wall on a post-it note. People interested in a specific topic are put into a small group with their interest. Each small group takes its own notes and presents back to the group as a whole. He stated that the phrase "natural resources" would interest the public.

City Council Liaison Letourneau suggested the broad question "What principles or goals might we need to change for this community to meet our land use vision."

Board Member Hiatt stated he liked the question but would want to see the words "quality" and "environment" used. He suggested "maintaining or improving our quality of environment".

City Council Liaison LeTourneau stated that this type of question instantly got the Board into the type of conversation it needs to have. He thinks it should be about quality of use and types of use and those are the types of things you would want the group to naturally start to talk about.

City Planner Anderson likes the question, but would have some concern that it may be viewed by the public as a part of the land use mapping exercise as opposed to tying in with natural resources. He asked if there is a way to weave into the question "land use vision and natural resources" or something along those lines.

Board Member Lewis stated that his problem with the question is the wording "land use vision" because it begs for a description. He stated that he does like the question, but thinks that it needs to be rephrased.

City Council Liaison LeTourneau stated that nobody knows what land use vision is but it does pose all those larger questions that get the conversation going. He agrees that the Board should try to weave in "natural resources" or possibly take "land use vision" out or tweak it. He stated that the words "land use vision" are used in the case several times.

Acting Chairman Valentine stated that what the Board is talking about is not necessarily changes to the land use vision, but rather how the natural resource factors work with the land use vision.

City Planner Anderson suggested modifying the question to read "How do natural resources fit into the land use vision of the City?"

Committee members agreed with City Planner Anderson's modification.

Acting Chairman Valentine asked if it should read "How do" or "How should".

Board Member Lewis suggested modifying the question to say "your perception" or "your vision of land use within the City of Ramsey".

City Planner Anderson restated the question as "How do or how should natural resources fit with your perception of land use?" He asked Board Member Lewis to restate his suggestion.

Board Member Lewis suggested "How do they fit or align with your perception/vision of the land use vision."

Board Member Hiatt asked how the Board can make sure the discussion is all encompassing on various environmental factors. He asked how the connection between natural resources and recycling could be made. He stated that the word environmental is more encompassing.

City Planner Anderson suggested adding "natural resources and the environment".

Committee members agreed with this suggestion.

City Planner Anderson stated this was good input and key to setting up the public meeting. He restated the question "How do natural resources and the environment align with your perception of land use within the City?" He asked if the word vision should be used.

Board Member Hiatt stated that "land use vision" implies future planning and moving forward.

Board Member Lewis suggested the word "practices" instead of "vision".

City Council Liaison LeTourneau asked if the word "practices" continues to project people forward.

Board Member Lewis stated that he felt it brings it to a current as well as a future state. He was not sure "practices" was the right word but something that encompasses both current and future would be prudent.

City Planner Anderson suggested "How do natural resources and the environment align with your perception of land use practices and the vision within the City?" He asked Board Members for a general consensus.

Committee members agreed with the question as stated but agreed that Staff could have leeway to make minor changes.

City Planner Anderson asked if there are any specific resources that would be helpful for the general public to have. He asked Board Members to e-mail him with suggestions.

City Council Liaison LeTourneau suggested the City's Strategic Plan. He stated there may be a couple of items in that plan that would relate to this exercise.

City Planner Anderson stated that the City's Strategic Plan would be a document that would be included in any exercise. He will make sure that it is a resource.

City Council Liaison LeTourneau stated that if a topic links back to the Strategic Plan it validates it and gives it more weight.

5.02: Consider Topic and Process for Focused Education Campaign

City Planner Anderson stated that this case came from a discussion at the Board's March meeting. The Board had stated its desire to look at one particular educational topic. He stated that the City does have an approved legislative platform that identifies transportation and water supply as two major issues. He stated that it made a lot of sense to have water resources as the educational topic. He stated that it ties in nicely with the legislative platform and Surface Water Management Plan education. He went over the process and mediums that would be most impactful. He would like input from the Board on developing an action plan so that Staff could start to prepare. He suggested QCTV as another medium to consider and putting together a display for community events such as Happy Days. He stated that if the Board is comfortable,

he can start to put together timelines to consider. He talked about taking the water resource topic and trying to break it down. He presented ideas on how the City could start to put together some educational information on each of the subtopics. He stated that he realized this deviates from the discussion at the March meeting in which the Board was going to come up with educational topics. He stated that he did receive suggested topics that are included in the case. He stated that after the Board discussion in March and discussions with other Staff, there was a realization that water resources is a topic that aligns with the City's legislative platform.

Acting Chairman Valentine asked the Board for support of the water resources topic and/or other topic suggestions.

Board Member Hiatt stated that he thinks it is a smart move to align with the legislative platform. He suggested coordinating the education with the City Council's work on the legislative platform.

Board Member Lewis stated he likes the water resources idea, but he would like to have the topic be quantifiable. He would like to have a benchmark and objective within the community. He likes the idea of having a challenge thrown out and feels it begs for more community participation. He stated that his intention would not be to mandate but to encourage participation on a citizen and business level.

City Planner Anderson stated that the goal would be to relate the concern to the public, demonstrate the problem such as water usage in the summer, educate the public about things that can be done to reduce water usage, and then issue a voluntary challenge to the community.

Acting Chairman Valentine stated that the Board has to be careful that it doesn't look like a regulation. If it speaks to someone's desire to contribute to the solution of a problem, he thinks it is a good idea.

City Planner Anderson suggested a contest of some sort involving citizens that use the municipal water system. If citizens can demonstrate their reduction, they would qualify for some sort of credit or rebate. This would be more of an incentive than a regulation.

Board Member Hiatt stated that the primary goal is educating the community about water usage. The Board would want to see a change in practice as a result of the education. It needs to be very carefully stated upfront that this is not a mandate. The best education would be that they would want to do it and it would be good to have some measurable outcome that reflects that the Board's education has had an impact. He stated the importance of keeping the focus on educating the community and looking for a change in practice.

City Planner Anderson distributed a water conservation handout entitled *Diverse Measures Ensure Conservation Success*. He stated that the handout was forwarded to him today and it was suggested that it be given to the EPB. It was not necessarily intended for discussion.

City Council Liaison LeTourneau brought up a communication by Connexus Energy that compares individual consumption ratings with their neighbors. He suggested this may be a tool to consider if we have access to that type of information.

Acting Chairman Valentine commented that this is a terrific tool and it stimulates thoughts and reactions.

City Planner Anderson asked for a general consensus on focusing on water.

Committee members agreed to focus the education on water resources.

Board Member Covart asked how this would impact or tie in with the previous case to engage citizen input on the Environmental Protection/Resource Management Chapter of the Comprehensive Plan.

City Planner Anderson stated that this case is about coming up with a community education program to try and make sure the community fully understands the issue of water resources. He stated that he would hope that water would come up as a topic of importance at the citizen engagement meeting.

City Council Liaison LeTourneau asked about the subcategories of water resources and if the Board was going to focus on one specific issue. He stated that there could be a lot of time spent educating the public on ground water issues. He suggested narrowing the educational focus.

Board Member Valentine agreed that there is a need to focus energy on one or two issues at a time. He stated that it would require further discussion, but that he feels both water supply and storm water are critical.

City Planner Anderson stated that the Board can and should identify a subtopic. He stated that information on other subtopics could also be compiled so that when the educational focus moves forward there will be information in place. He stated that it is important to hone in on one subtopic but not to lose sight of others as they are connected and maybe water supply is where to start.

City Council Liaison LeTourneau stated that if the City's legislative platform goes towards surface water and rivers, the Board may want to shift in alignment.

Acting Chairman Valentine agreed with the need to track the City's legislative platform.

6. BOARD / STAFF INPUT

None

7. ADJOURNMENT

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

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

The meeting adjourned at 7:21 p.m.

Respectfully submitted,

_____
Chris Anderson
City Planner

ATTEST:

_____
JoAnn Shaw
Community Development Assistant

Drafted by Denise Bosch
TimeSaver Off Site Secretarial, Inc.

Environmental Policy Board (EPB) **5. 1.**

Meeting Date: 06/15/2015

By: Chris Anderson, Community Development

Information

Title:

Consider Request for a Variance to Minimum Lot Size Requirement to Pursue a Minor Subdivision on the Property Located at 16520 Germanium St NW; Case of Paul and Mary Johnson

Purpose/Background:

The City has received a variance application from Paul and Mary Johnson (the "Applicant") to deviate from the minimum lot size requirement in the R-1 Residential (Rural Developing) district. The Applicant owns 16520 Germanium St NW (the "Subject Property") and would like to subdivide the property to create one additional buildable lot. While this request is not one that the Environmental Policy Board (EPB) typically would review, there are some natural resources aspects to the request and thus, Staff thought it prudent to route this through the EPB prior to the public hearing.

Notification:

Notification is not required prior to review by the EPB. However, prior to the official public hearing and in accordance with State statute, Staff will attempt to notify property owners within 350 feet of the Subject Property of the public hearing via Standard US Mail. The Public Hearing will also be noticed in the Anoka County Union Herald, the City's official newsletter for public notices.

Observations/Alternatives:

The Subject Property is located in the R-1 Residential (Rural Developing) district, which has a minimum lot size requirement of two and a half (2.5) acres. The Subject Property is approximately 4.4 acres in size and has an existing single family home. The subdivision of the property would result in at least one (1) non-conforming parcel with regard to lot size, which is prompting the request for a variance. The Subject Property is also partially encumbered with wetlands and floodplain (both 500-year and 100-year zones), which limit the potentially buildable area of a new lot.

The proposed lot split would result in one parcel that is 2.5 acres in size and a second parcel that would be approximately 1.9 acres in size. Lots within this neighborhood range in size from about 1 to 1.6 acres in size (note that the Subject Property abuts the Rum River Hills Golf Course to its east and north) and thus, the proposed lot split would be consistent with the existing development pattern. Based on the lot sizes of other parcels in the neighborhood, the proposed lot split would not alter the essential character of the neighborhood. Additionally, the proposed use, a new single family residential lot, is a permitted use within this zoning district. Both are necessary criteria should a variance be granted.

The Applicant has worked with the Anoka Conservation District (ACD) in advance of submitting their application for a variance. The ACD conducted a site visit and provided several exhibits to the Applicant conceptually showing potentially buildable areas. It should be noted that an official wetland delineation was not conducted at that time. Based on the information provided by the ACD, it does appear that there is about 0.65 acres of contiguous upland (e.g. non-wetland) within the area proposed to subdivided into a separate, buildable lot. It also appears that this same area is generally outside the boundaries of the 100-year floodplain zone. While portions of the proposed new lot may still be encumbered with floodplain, it does appear that there is sufficient upland area to accommodate a new home.

Note that this is not an official application for a Minor Plat. Prior to incurring costs related to a Minor Plat, the

Applicant wanted to first see if it would even be possible to deviate from the minimum lot size requirement. If the variance were to be approved, the Applicant would then need to proceed to preparing a Minor Plat and submitting that application.

It appears that the request is feasible and would not impact wetland areas nor result in a home being located within a 100-year floodplain zone. Thus, Staff is supportive of the request but is of the opinion that approval of the variance should be contingent upon completion of a wetland delineation and survey work to demonstrate that there is, in fact, sufficient buildable area to construct a new single family home. Both of these items are standard requirements of a Minor Plat submittal.

Funding Source:

All costs associated with processing the application are the responsibility of the Applicant.

Action:

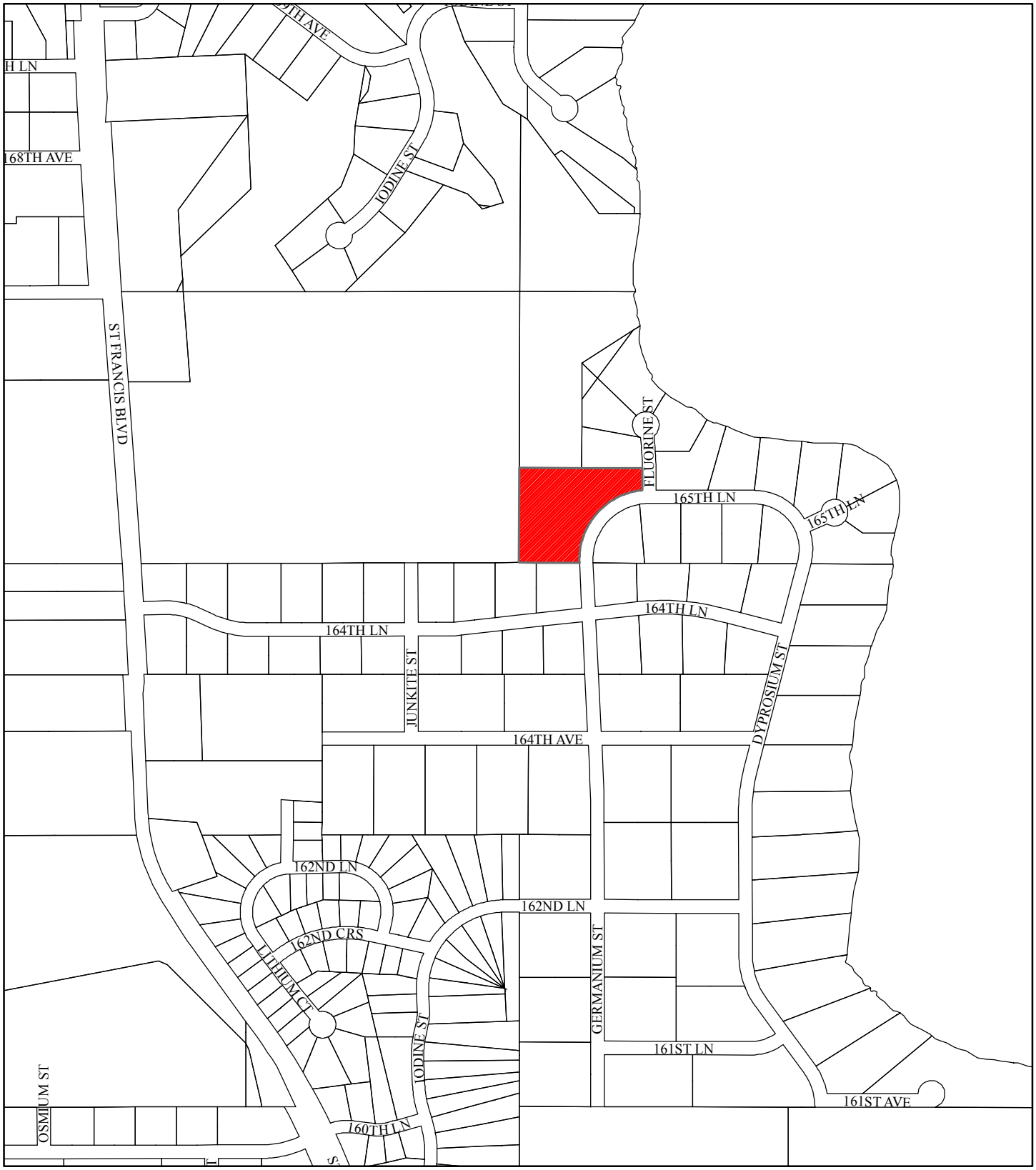
As this is not an application that would typically be reviewed by the EPB, Staff is just looking for feedback and/or comments regarding the request as it relates to natural resources.

Attachments

Site Location Map
Ehxibits Submitted by Applicant
Preliminary Floodplain Map Exhibit

Form Review

Inbox	Reviewed By	Date
Chris Anderson (Originator)	Chris Anderson	06/11/2015 04:26 PM
Form Started By: Chris Anderson		Started On: 06/11/2015 10:56 AM
Final Approval Date: 06/11/2015		



City of RAMSEY

16520 Germanium Street NW
12-32-25-33-0009

Legend
Site
Parcels

N

0 850 1,700 Feet

Application & seven pages

1. letter from Joan Spence Wetland Specialist Anoka Conservation District

2. Non wetland areas

3 contours

4 lot split Area

5 500 & 100 year floodplan

6 certificate of survey showing lot split

7 Surrounding lot sizes

Anoka Conservation District
1318 McKay Drive NE, Suite 300
Ham Lake, Minnesota 55304
Ph: 763-434-2030 Fx: 763-434-2094
www.AnokaSWCD.org

April 29, 2015

Paul Johnson
16520 Germanium St NW
Ramsey, MN 55303-5882

RE: Wetland Review - Onsite

Dear Mr. Johnson;

I've enclosed one figures (Figure 5 Potential Non-Wetland Areas) to help you work through the Wetland Conservation Act (WCA) part of the building process. The two areas are inside that 864 ft. contour we talked about as being close to what a wetland delineated boundary might be.

The larger area is within the yellow and black line, about 0.65 acres or 28,314 square feet and the smaller one, which was were you were thinking the driveway would be is 348 square feet.

It appears that the driveway area is within a drainage and utility easement (attached) and the city has jurisdiction over that. City's typically don't allow construction activities in a drainage and utility easement so you can work with the City to adjust the driveway location accordingly.

The site visit invoice of $50.00 is included, please pay within 30 days.

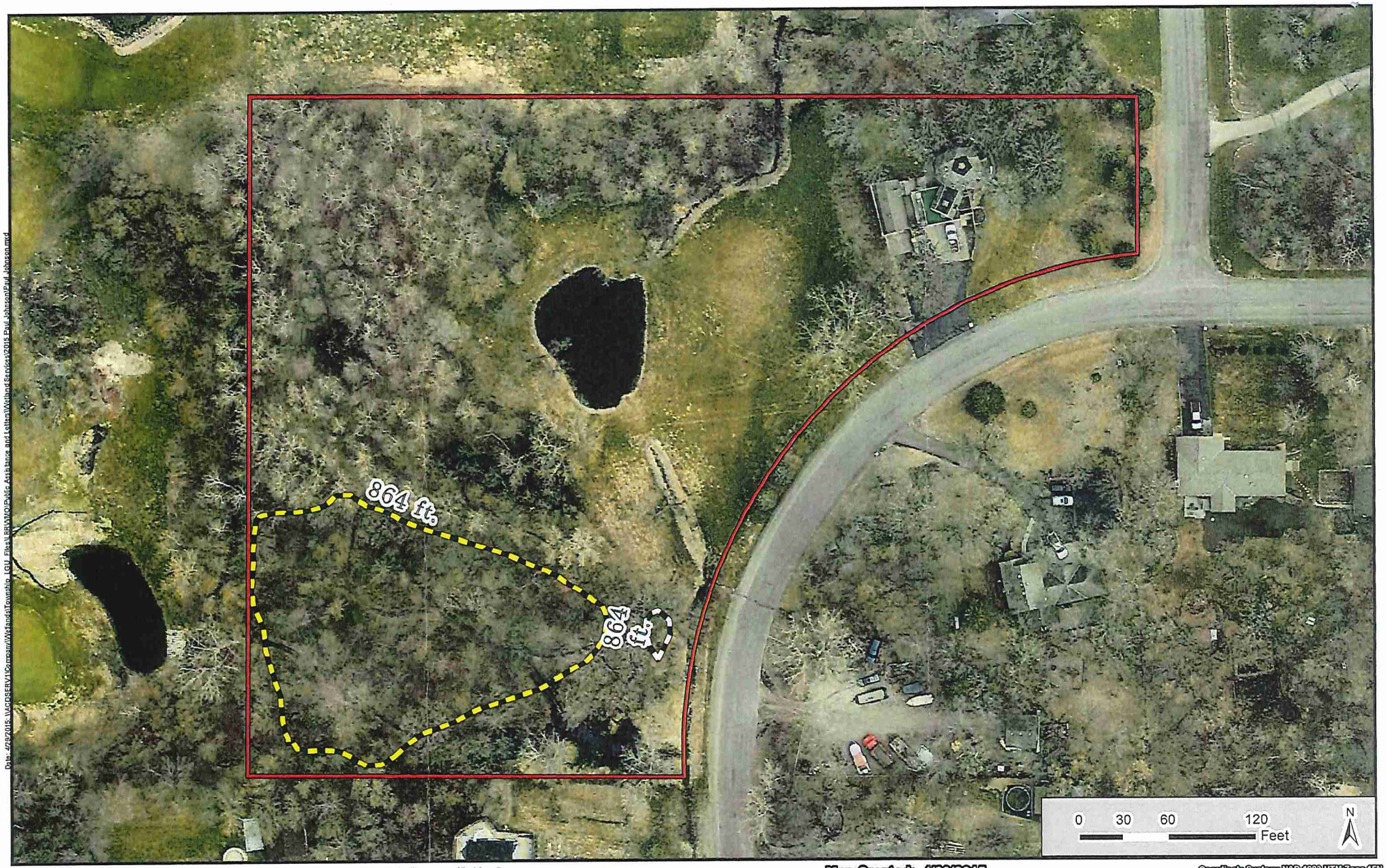
If you have other questions, don't hesitate to ask. As always, thank you for coming to us for help, we sure appreciate it.

Most sincerely,

Joan Spence

Joan Spence
Wetland Specialist
Certified Wetland Delineator #5040

Attachments: Figure 5 Potential Non-Wetland Areas
Drainage and Utility Easement
Invoice for site visit, $50.00



Date: 4/29/2015 - \\ACDSERV1\Common\Wetlands\Township_LGU_Files\LRVWO\Public Assistance and Letters\Wetland Services\2015 Paul Johnson\Paul Johnson.mxd

Disclaimer: The information provided on this map is for reference purposes only. The Anoka Conservation District does not guarantee the accuracy of the information contained herein and makes no representation or warranties, either express or implied, for the merchantability or fitness of the information provided on this map for a particular purpose.

Map Created: 4/29/2015

Coordinate System: NAD 1983 UTM Zone 15N

Legend

Area of Review

Possible Nonwetland Areas

28,314 sf

283 sf

*These are NOT WCA approved wetland boundaries; data are for general reference only. Official wetland boundaries are delineated according to the 1987 USACE manual and must be approved by your WCA LGU (http://www.bwsr.state.mn.us/).

FIGURE 5 POTENTIAL NON-WETLAND AREAS within 864 ft. elevation contours

Wetland Review 2015
Paul Johnson
16520 GERMANIUM ST NW
RAMSEY
12-32-25-33-0009
S12 T32N R25W

Map Location



ANOKA COUNTY

<Title>



Aerial Photo: Flown Spring of 2014



2011 LIDAR Contours

10 Ft

2 Ft

Parcels

Coordinate System: NAD 1983 UTM Zone 15N



These are not WCA approved wetland boundaries. Contact your WCA LGU for more information on the wetland regulatory process in your area.

Disclaimer: The information provided on this map is for reference purposes only. The Anoka Conservation District does not guarantee the accuracy of the information contained herein and makes no representation or warranties, either express or implied, for the merchantability or fitness of the information provided on this map for a particular purpose.

Date: 6/6/2013; W:\Township_LGU_Files\LRRWMO\Public Assistance and Letters\Wetland Services\Paul_Johnson_16520 Germanium St NW Ramsey\Paul Johnson.mxd


JUNKITE ST NW
104TH LN NW
GERMANIUM ST NW
FLUORINE ST NW

JOHN OLIVER & ASSOC. INC.
LAND SURVEYORS
307 Jackson
Elk River, Minn. 55330
Ph.: 441-2072

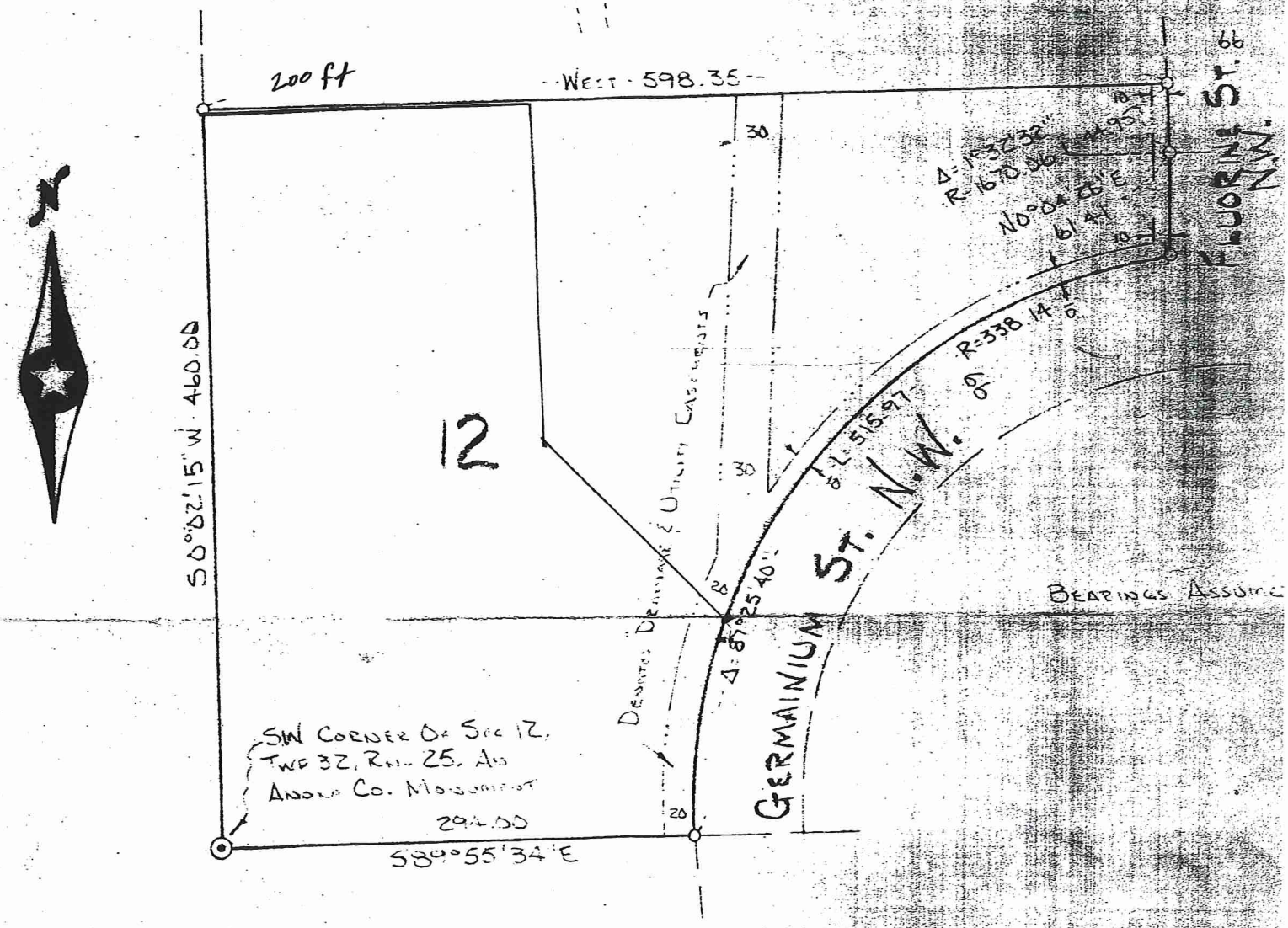
Job No. ..... Book & Page .....

Scale 1 IN. = 100 FT. Date .....

0 Denotes iron pipe with plug Stamped R.L.S. 8194

CERTIFICATE OF SURVEY

FOR: PAUL JOHNSON



Lot 12, Block 1, WHITE PINE ESTATES, Anoka County, Minnesota

I hereby certify that this survey was prepared by me or under my direct supervision, is correct to the best of my knowledge and belief, was executed in accordance with the current Minimum Standards for Property Boundary Surveys adopted by the Minnesota Land Surveyors Association, and that I am a duly registered Land Surveyor under the laws of the State of Minnesota. This certificate does not purport to show improvements or encroachments, if any. No liability is assumed except to the client for whom this survey was prepared, his heirs, and assigns, and said liability is assumed only for the actual cost of this survey.

John O. Oliver

John O. Oliver, Land Surveyor
Minnesota Registration No. 8194

Date: September 15, 1976

White Pine Estates

BEAUTIFUL WOODED ROLLING RIVER LOTS AND WOODED LOTS

For Sale By Owner

WILBUR F. DORN, JR.
ATTORNEY AT LAW

DORN & BERGLUND, LTD.
SUITE 300
OLD POST OFFICE BUILDING
300 EAST MAIN STREET
ANOKA, MINNESOTA 55303

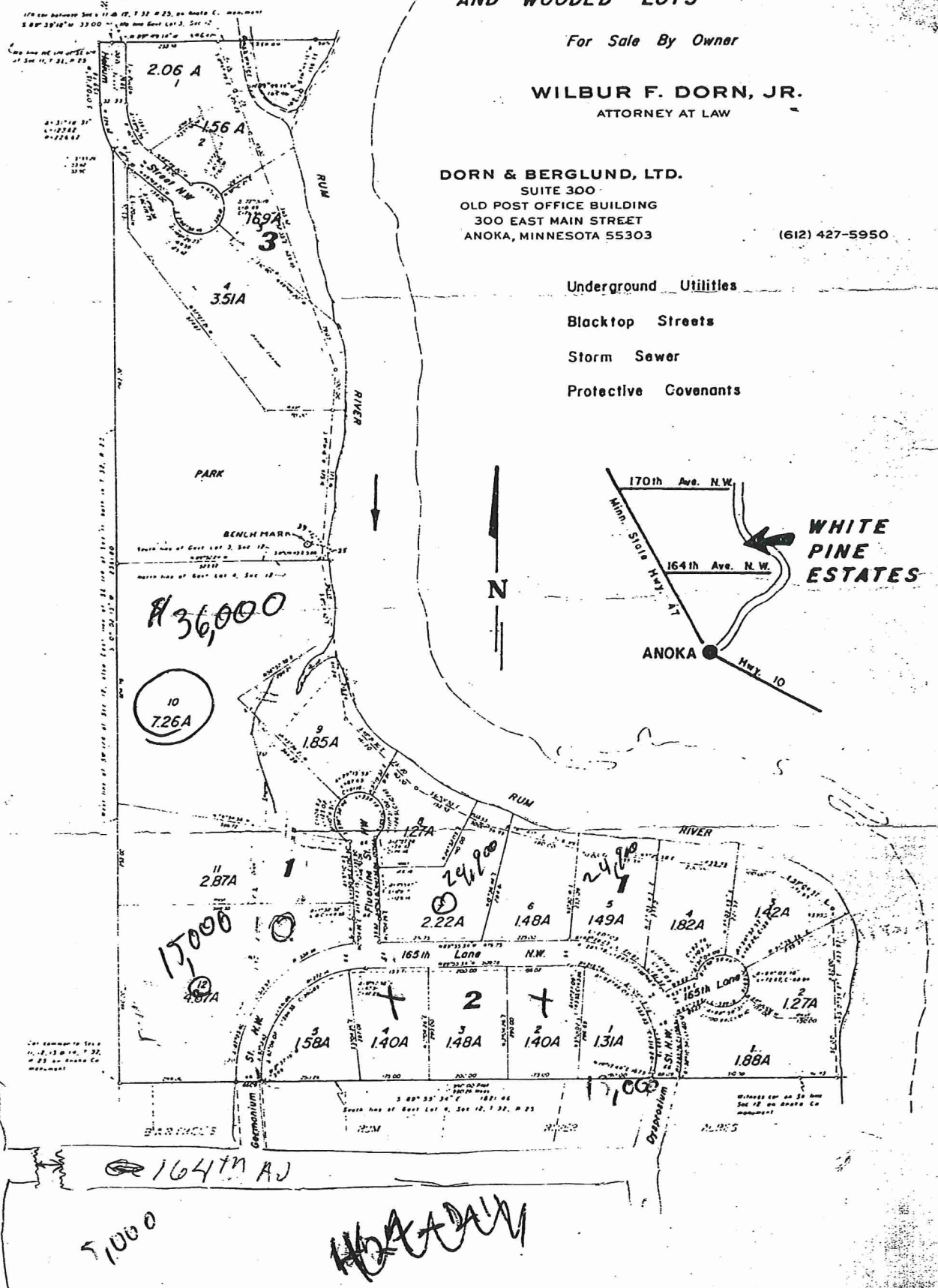
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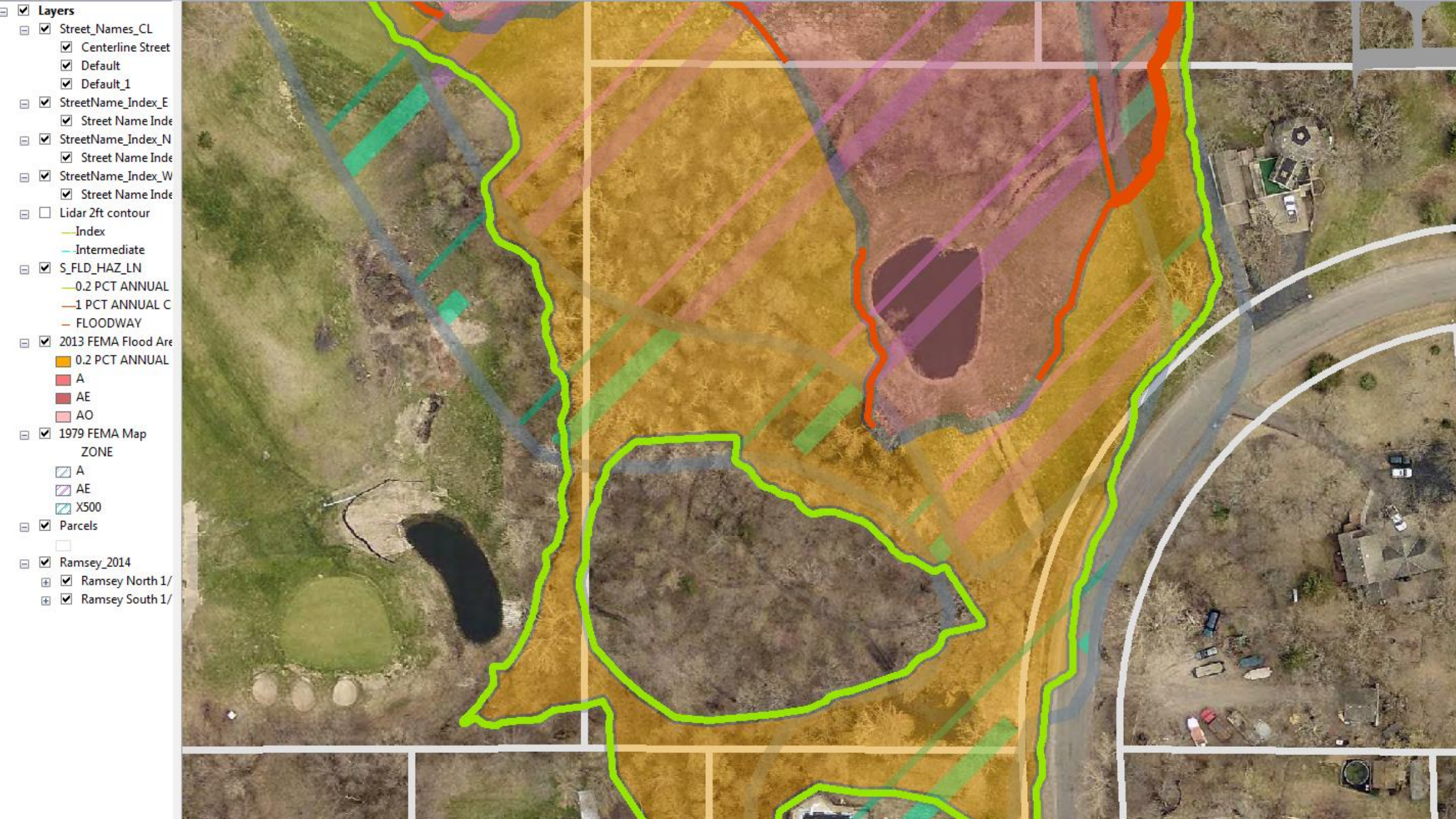
Underground Utilities

Blacktop Streets

Storm Sewer

Protective Covenants




Layers
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Centerline Street
Default
Default_1
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Ramsey North 1/
Ramsey South 1/

Environmental Policy Board (EPB) **5. 2.**

Meeting Date: 06/15/2015

By: Chris Anderson, Community Development

Information

Title:

Consider Outline for Public Education on Groundwater

Purpose/Background:

The purpose of this case is to review a draft outline for an education campaign focusing on groundwater. The primary vehicles that the City can and typically does use for education include: website, newsletter, utility bill insert, QCTV, and community events. All or most of these would be helpful in the Board's efforts to ensure that information is readily available for the general public. In reviewing the City's website, along with the websites of the DNR, MPCA, Metropolitan Council, and Anoka County, there is already a lot of information out there on groundwater. One aspect of this campaign will be creating a 'clearinghouse' page on the City's website that has both information as well as external links to these other sites where broader information is available.

Observations/Alternatives:

The demand on the water supply is going to hitting its peak (at least typically) in July and August. Thus, for the most impact, it will be important get information in the next full issue of the Ramsey Resident newsletter, which would be the August/September issue. The deadline for article submission will be approximately July 7. If the Board is generally agreeable to the attached outline, Staff will begin to draft various articles addressing those aspects of groundwater. The intent would be to essentially create a series of articles that would run in subsequent, consecutive issues.

Staff has also included a more generic outline for Stormwater, leaving out defined timeframes for the time being. The purpose of this is to garner feedback from the Board on this outline also. Additionally, with the advance notice, there is more opportunity for the Board to take a more hands on approach with developing articles/information on this topic.

This is a follow up to the discussion at the May meeting. Content has not been developed yet (for either topic); Staff wants to verify that the topic(s) and outline are meeting the intent of the Board before proceeding.

Action:

Direct Staff to proceed with content development for both the newsletter and website.

Attachments

Draft Outline

Form Review

Inbox	Reviewed By	Date
Chris Anderson (Originator)	Chris Anderson	06/11/2015 04:26 PM
Form Started By: Chris Anderson		Started On: 06/11/2015 04:01 PM
Final Approval Date: 06/11/2015		

1) Groundwater
    a) Message Mediums
        i) Website (page/content development)
        ii) Newsletter
        iii) Utility Bill Insert
        iv) QCTV
    b) Timeline
        i) Website—page and content development
            (1) June/July – continued as new information is available and/or developed
        ii) Newsletter (target next full issue, August/September, for 1st article)
            (1) Article development (June to early July)
                (a) Groundwater basics (what is it, where is it)
                (b) Consumption (information on annual and monthly consumption), Rates, and Conservation Practices
                (c) Impacts of Aquifer Depletion (e.g. White Bear Lake, Surface Water Treatment Plant)
                (d) Review of Current Standards to Reduce Pressure on Aquifer(s)
        iii) Utility Bill Insert (2nd Quarter Billing 2016)
            (1) Water Conservation Tips/Reminders
                (a) This would serve as a quick reminder heading into next year's irrigation season about the importance of conservation practices, what City requirements are (even/odd sprinkling days, timeframes, etc.)
        iv) QCTV (Late Fall/Early Winter 2015)
            (1) Overview of information compiled for newsletter articles.

2) Stormwater
    a) Message Mediums
        i) Website (page/content development)
        ii) Newsletter
        iii) Community Event(s)
        iv) QCTV
    b) Timeline (TBD)
        i) Website—page and content development and/or enhancement, creating a 'clearinghouse' for stormwater information
            (1) Much information exists, whether on the City's site or through the DNR, Anoka County (Know the Flow), Pollution Control Agency, etc.
        ii) Newsletter
            (1) Article development
                (a) What is Stormwater
                (b) Management Requirements
                (c) Stormwater Management Charge Explanation
                (d) Impacts (degradation of surfaces waters such as lakes, rivers, streams, wetlands)
                (e) Best Management Practices
                (f) What the Public can do to Help
        iii) Community Event(s)
            (1) Happy Days
                (a) Develop content for display board
        iv) QCTV

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, July 9, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Jim Steffen Member Brian Burandt Member Philip Brunt Member Glen Hardin Member Chris Riley Member Wayne Skaff Member Kristine Williams
Members Absent:	None
Also Present:	Patrick Brama, Econ. Dev. Mgr/Assistant City Administrator Tim Gladhill, Development Services 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

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

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

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated June 4, 2015

Motion by Member Skaff, seconded by Member Hardin, to approve the June 4, 2015, minutes as presented.

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

4. EDA BUSINESS

4.01: Consider Multiple Actions Related to a Potential Life Fitness Expansion and Redevelopment Project

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Mr. Jason Aarsvold, Ehlers and Associates, and Mr. Mike Mulrooney were at the meeting to answer questions.

Mr. Mulrooney stated there were a few items to consider as it relates to Ramsey. On the TIF side, they need to determine if there is a public purpose for this type of financing. In this case, they are removing blight within the community and that is key to the test of it being a public purpose. This project meets all of those requirements. Under MN law today, they have to deal with the issue of business subsidy and whether or not this business meets that test. The City of Ramsey has their own business subsidy policy and there are four components they need to look at. One is the "but-for" test and without some form of assistance, no business would undertake that project without help. There are a number of costs incurred that are extraordinary with the property and this does meet the "but-for" test.

Mr. Mulrooney stated the second component relates to wages, which must meet paying at least 70 percent of the median wage for the Metro Area. The median wage is $20.46/hour, which would mean they would have to pay $14.34/hour for this project and this project will pay over $16.00/hour. This meets the wage policy. The third component is economic feasibility and this company can take on the responsibility. The City does not have any concerns. The last component is whether the business is in compliance with the business subsidy act of MN and this project does meet that test.

Chairperson Steffen asked if the blight was not on the piece of land would that take the key ingredient out and not make TIF an option. Mr. Aarsvold stated they chose this type of District because of the situation on the ground out there. They talked about a redevelopment district that required more than fifty percent of the buildings to be considered substandard. But because there are only two buildings, one believed to be substandard, it is not more than fifty percent but the removal and renovation is required at thirty percent of the buildings be substandard. He stated they can create the 16 years of increment because the building is considered substandard. If it did not qualify they could still consider that type of district, only with fewer years of tax increment.

Chairperson Steffen asked if they have given any indication when phase two would begin. Economic Dev. Mgr/Assistant City Administrator Brama thought it would be in a year or two.

Chairperson Steffen asked if the demolition would occur immediately after purchase. Economic Dev. Mgr/Assistant City Administrator Brama indicated it was their hope to do that.

Member Riley asked if the value of the old building would remain even if demolished. Mr. Aarsvold explained how they figure the assessment for the TIF District. He stated even if they

were to demolish the property they still need to use the higher base value. Member Riley stated in the short term the City gets an expansion and a cleanup of the site and in the future an expansion on that site as well.

Chairperson Steffen stated he saw no reason not to begin the process because he thought Healthquest was one of the last eyesores in the City and Life Fitness is one of the largest employers in the City.

Motion by Member Skaff, seconded by Member Burandt, to recommend to the City Council adopt Resolution #15-07-171 to call for a public hearing on August 25, 2015, to modify Development District 1, create TIF District 15, and award a business subsidy; to recommend City Council adopt Resolution #15-07-172 declaring the City of Ramsey's support of applying to the State of Minnesota Department of Employment and Economic Development Job Creation Fund program; to direct Staff to accept a business subsidy application from Life Fitness and begin underwriting; and, recommend the City Council execute the LHB contract for State required TIF District analysis; subject to review and amendments by the City Attorney

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

4.02: Review Future Business Park Infrastructure Analysis Preliminary Report

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Representatives Kevin Kielb and Brian Nemeth from Bolton & Menk made a presentation to the EDA.

Chairperson Steffen thought the presentation was well done and what was needed to move the project move forward. He only wondered how they can compete with a city adjacent to them that is almost giving land away and thought this was something they needed to address.

Member Riley thought this was exactly what they needed. If they add up the phases it comes to $6.4 million and he wondered if this made sense in thinking this is where they would end up. Economic Dev. Mgr/Assistant City Administrator Brama stated a lot of the costs are covered through development fees. He stated the next question is how they will pay for it. Staff knew this would be expensive and be in the millions and he thought this could be a challenge to overcome.

Chairperson Steffen asked if the amenities needed to be installed before companies will look at this area. Mr. Kielb stated they have a little bit of advantage because they work in other communities and can find out what the other communities are doing. He stated they have to understand what developers are looking for and are saying about other cities and go from there. There is a lot of the infrastructure in place already. He stated they will need to work back and forth between developing and paying for the infrastructure. He thought the first phase was good to go and they could hold off on developing the other phases because he did not think they would need all of the road improvements at this time.

4.03: Business of the Year

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Member Riley thought having a long list and short list is a little too structured. Economic Dev. Mgr/Assistant City Administrator Brama stated the short list has stayed the same and they do roll over candidates from the previous year.

Chairperson Steffen nominated Bolton & Menk because they were one of the first businesses within the COR in 2006. He thought they have done a lot for the City and work well with the City.

Member Skaff nominated Allina because they are a major business within the community and they draw people to the COR. Member Hardin seconded the nomination for Allina.

Member Burandt nominated Zero Zone because they have been a strong partner with Connexus Energy and have been a good business partner.

Chairperson Steffen asked if the EDA has a criteria for the businesses. Economic Dev. Mgr/Assistant City Administrator Brama indicated the criteria are the four questions they sent to the businesses to answer.

Member Brunt concurred with nominating Allina. Member Riley seconded the nomination for Bolton & Menk. Member Williams thought all of the businesses were fine options and she really appreciated what was discussed about Allina in the previous year. She voted for Allina.

The EDA majority concurred to select Allina as the 2015 EDA Business of the Year and direct staff to bring back a case to refresh the larger nomination pool.

Economic Dev. Mgr/Assistant City Administrator Brama asked if there was anything they should add or change to the criteria for next year. Chairperson Steffen stated he would like them to look at community involvement, find a way to score the businesses. He thought they should look at refining this for next year.

Member Williams thought the long list attached is from 2011 and contains several businesses that have already been awarded the Business of the Year designation. She thought it would be helpful to have the last few year's businesses and she would also like to see who the sponsors for the Draw summer event series were. She indicated she liked the questions and giving the businesses the opportunity to answer them. Member Skaff would like to see who the sponsors were at Happy Days as well.

4.04: EDA Updates

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

- Purchase Agreements
    - Casey's
    - PSD LLC
    - GS Land
    - Common Bond
    - 24 Restore
- Prospects
    - Dominium Development
    - Life Fitness
    - 24 Restore
    - Dedicated Networks (possibly a July 30th special EDA meeting)
- Annual Golf Tournament
- Highway 10 Business Advocacy Group, Emmer Visit
- RALF Requests
- COR Signs
- CBRE, multiple items
- EDA Performance Measurements

5. MEMBER / STAFF UPDATE

The EDA reviewed the Staff Update.

City Administrator Ulrich updated the EDA on items happening in the City.

Member Skaff indicated he has seen temporary signage for the Armstrong construction and he wondered if any business has given any indication of a loss of business due to Armstrong being closed. City Administrator Ulrich stated he spoke to Coborn's and they indicated business has been flat which is good. He indicated they tried to sign as best as possible.

Member Skaff asked if construction has been on schedule. City Administrator Ulrich indicated it has been and the weather has been cooperating.

Member Hardin stated as it relates to the Life Fitness case, there was a proposal from LHB and he talked to staff about having the City Attorney review some of the language in the Contract and he wanted to make sure that was going to happen. Economic Dev. Mgr/Assistant City Administrator Brama stated the updated motion did include a review of the amendments by the City Attorney.

6. ADJOURNMENT

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

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

The regular meeting of the Economic Development Authority adjourned at 9:01 a.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Patrick Brama
Econ. Dev. Mgr/Assistant City Administrator

Draft by Sue Osbeck
TimeSaver Off Site Secretarial, Inc.

PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, July 9, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Gary Levine Commissioner Randy Bauer Commissioner Matthew Maul (arrived at (6:02 p.m.) Commissioner Cindy Nosan Commissioner Gary VanScoy
Members Absent:	Commissioner Andrew Andrusko Commissioner Ralph Brauer
Also Present:	Community Development Director Timothy Gladhill City Planner Chris Anderson

1. CALL TO ORDER

Chairperson Levine called the regular meeting to order at 6:00 p.m.

2. CITIZEN INPUT

None.

3. APPROVAL OF AGENDA

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

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

4. APPROVE PLANNING COMMISSION MINUTES

4.01: Approve the Following Planning Commission Minutes:

4.01.1: Planning Commission Meeting Minutes Dated June 4, 2015

Commissioner VanScoy requested that his and Commissioner Bauer's vote on the St. Catherine issue be changed from absent to abstain.

Motion by Commissioner VanScoy, seconded by Commissioner Bauer, to approve the following minutes as amended: Planning Commission Meeting Minutes dated June 4, 2015.

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

5. PUBLIC HEARINGS/COMMISSION BUSINESS

5.01: PUBLIC HEARING: Request for a Conditional Use Permit to Exceed Sign Size Restrictions at 6228 Highway 10 NW; Case of Country Side Services of Minnesota, Inc.

Public Hearing

Chairperson Levine called the public hearing to order at 6:02 p.m.

Presentation

Community Development Director Gladhill presented the staff report stating the City has received an application from the Country Side Services of Minnesota, Inc. requesting a conditional use permit (CUP) to exceed sign size restrictions for their parcel located at 6228 Highway 10 NW. The subject property is vacant and located directly adjacent to the east of Country Side Services' current site. The applicant desires to add a twenty-eight (28) square foot dynamic display sign to an existing 105 square foot sign. Staff finds the request reasonable for the Highway 10 Corridor and recommends approval of the CUP to exceed the square footage limitations for a ground sign in a business type district.

Citizen Input

There was no Citizen Input.

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

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

Chairperson Levine closed the public hearing closed at 6:04 p.m.

Commission Business

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to recommend that City Council adopt Resolution #15-07-169 approving Findings of Fact #0951.

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

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to recommend that City Council adopt Resolution #15-07-170 relating to Country Side Services of Minnesota, Inc's request for a Conditional Use Permit to exceed sign size restrictions established by City Code.

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

5.02: PUBLIC HEARING: Consider Request for a Variance to Minimum Lot Size to Facilitate a Lot Split at 16520 Germanium Street NW: Case of Paul and Mary Johnson

Public Hearing

Chairperson Levine called the public hearing to order at 6:05 p.m.

Presentation

City Planner Anderson presented the staff report stating the City received an application from Paul and Mary Johnson for a variance to the minimum lot size in the R-1 Residential (Rural Developing) district as well as the Scenic River Overlay District. Ultimately, the applicant desires to complete a lot split of their property located at 16520 Germanium Street NW to create one (1) new buildable lot. However, prior to expending the necessary funds to prepare a Minor Plat, the applicants wanted to first see if a deviation from the minimum lot size requirement would be possible. Thus, should this request be approved, the applicant would still be subject to the standard Minor Plat application process outlined in City Code. Staff reviewed the request in further detail and recommend approval of the variance contingent upon completion of a wetland delineation that is approved by the LRRWMO and application providing evidence of a recorded drainage and utility easement for the rerouted ditch section or dedicating a drainage and utility easement that encumbers the rerouted ditch section.

Citizen Input

Paul Johnson, 16520 Germanium Street NW, thanked staff for the thorough report. He explained he has lived on this property and noted he would like to create a single level house.

Commissioner VanScoy asked if the homeowner would have access issues to the newly created lot.

Mr. Johnson did not believe this would be a problem.

City Planner Anderson reported that a wetland delineation would have to be completed on the new lot prior to construction. He did not anticipate that the home or driveway would impact the

wetlands. If an impact were to happen, the applicant would have to work with the LRRWMO. He provided further comment on the LRRWMO meeting schedule. He reported that the applicant's variance would last for one year and after that time, an extension could be requested.

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

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

Chairperson Levine closed the public hearing closed at 6:17 p.m.

Commission Business

Commissioner Bauer asked how the easement would be addressed.

City Planner Anderson commented that the easement would be handled by the applicant through the minor platting process.

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to adopt Resolution #15-07-162 approving Findings of Fact #0948.

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

Motion by Commissioner Bauer, seconded by Commissioner VanScoy, to adopt Resolution #15-07-163 approving a Variance to minimum lot size on the property located at 16520 Germanium Street NW contingent upon:

- Completion of a wetland delineation that is approved by the LRRWMO; and
- Application providing evidence of a recorded drainage and utility easement for the rerouted ditch section or dedicating a drainage and utility easement that encumbers the rerouted ditch section

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

5.03: PUBLIC HEARING: Consider Request for a Variance to Driveway Setback Standards on the Property Located at 17209 Tungsten Street NW

Public Hearing

Chairperson Levine called the public hearing to order at 6:19 p.m.

Presentation

City Planner Anderson presented the staff report stating the City has received an application from Frank and Dorothy Frederick for a Variance to the required setback for a driveway on the property located at 17209 Tungsten Street NW. The applicant is requesting a variance to allow a new concrete driveway to be installed up to the side lot line (extending a line event with the front wall of an attached garage) and to continue use of an existing gravel surface along the side of the attached garage for parking purposes. Staff reviewed the request in detail with the Commission and recommended approval of the variance to the driveway setbacks for a portion of the driveway but not the entire length of it. He commented that staff approved of the 41-foot length of the variance as requested by the applicant.

Citizen Input

Frank Frederick, 17209 Tungsten Street NW, explained that he purchased his home last August and noted he was planning to upgrade his driveway. He discussed the turning radius required to park his motorhome alongside his garage and requested the 41 feet be approved by the Planning Commission.

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

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

Chairperson Levine closed the public hearing closed at 6:29 p.m.

Commission Business

City Planner Anderson stated the drainage and utility easement required an encroachment agreement. He reported that the applicant was aware of this fact and staff would work with him to prepare the agreement, which would be reviewed by the City Council.

Motion by Commissioner VanScoy, seconded by Commissioner Bauer, to adopt Resolution #15-07-164 approving Findings of Fact #0949.

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

Motion by Commissioner VanScoy, seconded by Commissioner Maul, to adopt Resolution #15-07-165 approving a Variance to allow a portion of the driveway to be up to the side lot line on the property located at 17209 Tungsten Street NW contingent upon executing an Encroachment Agreement with the City and amended by the applicant's Site Plan dated July 9, 2015.

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

5.04: PUBLIC HEARING: Consider Request for Conditional Use Permit for Auto Sales in a B-2 Highway Business District; Case of Dumark's Auto Sales, LLC

Public Hearing

Chairperson Levine called the public hearing to order at 6:32 p.m.

Presentation

Planning Intern Solomonson presented the staff report stating the City received an application from Dumark's Auto Sales, LLC requesting a conditional use permit (CUP) to allow auto sales on the property at 6650 Highway 10 NW. The applicant currently conducts auto sales at 7127 Highway 10 NW and plans to relocate to the subject property. The subject property currently houses Twin Cities Pawn in the northern section of the structure and the applicant would be leasing the southern portion, on the condition that the current tenant for the southern portion has officially vacated before the applicant's occupation. Staff reviewed the request further with the Commission and recommended approval of the request for a conditional use permit to allow auto sales in a B-2 Highway Business District.

Citizen Input

Commissioner Bauer asked how many parking spaces would be set aside for employees.

Planning Intern Solomonson reviewed the parking spaces on the Site Plan that were designated for employees.

Ryan Duccette, Dumark's Auto Sales, explained that he was interested in relocating his business. He discussed his niche market was in used auto sales. He indicated that he was interested in keeping his business within the City of Ramsey.

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

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

Chairperson Levine closed the public hearing closed at 6:36 p.m.

Commission Business

Motion by Commissioner Maul, seconded by Commissioner Nosan, to recommend that City Council adopt #15-06-158 approving Findings of Fact #0947.

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

Motion by Commissioner Maul, seconded by Commissioner Nosan, to recommend that City Council adopt Resolution #15-06-159 relating to Dumark's Auto Sales, LLC request for a Conditional Use Permit to allow auto sales in a B-2 Highway Business District.

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

6. COMMISSION / STAFF INPUT

Staff then provided the Commission with an update on the development taking place in and around the City.

Commissioner Bauer was in favor of reviewing the City's Sign Ordinance given the number of variances that were being reviewed by the Planning Commission.

Community Development Director Gladhill understood this concern and noted staff was also interested in reviewing the Sign Ordinance.

6.01: Zoning Bulletins

Zoning Bulletins were noted.

7. ADJOURNMENT

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

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

The regular meeting of the Planning Commission adjourned at 6:47 p.m.

Respectfully submitted,

_____

Tim Gladhill
Community Development Director

ATTEST:

_____

JoAnn Shaw
Community Development Assistant

Drafted by Heidi Guenther
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 July 9, 2015, at the Riverdale Park, 6860 Riverdale Drive NW, Ramsey, Minnesota.

Commission Members Present:	Chair Shane Bennett Commissioner Bridgett Barr Commissioner Richard Chubb Commissioner Andrew Fyten Commissioner Thomas Mobry Commissioner Jon Trappen Commissioner David Troy
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

None.

3. APPROVE AGENDA

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

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

4. APPROVE MINUTES

4.01: Approve Park and Recreation Commission Meeting Minutes

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

1) Park and Recreation Commission Regular Meeting Minutes dated May 14, 2015.

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

5. COMMISSION BUSINESS

5.01: Consider Donation for Improvements to Central and Alpine Park

Parks & Assistant Public Works Superintendent Riverblood presented the purpose of this case is to approve a request from the Anoka Ramsey Athletic Association (ARAA) to implement certain improvements to the ball fields at Central and Alpine Park and recommend that City Council accept this donation.

In the case of ball fields 1-4 at Central Park, much of the chain-link fencing and backstops are from the original installation in 1984, with the fencing bowed and misshapen. ARAA's project would consist of replacing the fabric, and posts as necessary. "Dugouts" would also be added to these fields. The dugouts consist of fence panels to separate parents and spectators from the players' benches. A photograph of a similar dugout was presented.

As for the proposed improvements to Alpine Park, this is not replacing the fencing, but rather, adding a new electric power supply to the pavilion area, and the two batting cages that were also an ARAA project in 2014.

In the case of new, proposed capital improvements, the city must be mindful that the annual operation and maintenance costs are factored and accounted for, in the case of any improvements, donated or funded by the Park Trust Fund. As for the subject of this case, aside from the electric service to the batting cages, the project will not add new infrastructure to maintain.

Parks & Assistant Public Works Superintendent Riverblood reviewed another aspect of receiving donations for parks and public space is assuring that the intended project goes as planned, and contractors are insured and licensed to work in the city. A document was provided outlining some of these details. Before Staff would bring this particular case to City Council, the agreement would need to be in place, and all the proverbial "T's crossed and I's dotted".

All cash funding shall be provided by ARAA and the estimated amount will be $25,000 - $35,000. There is a demand on staff time, to assist ARAA implement these improvements, however this is accommodated within the 2015 General Fund operating budget.

Commissioner Trappen asked about the electrical and Parks & Assistant Public Works Superintendent Riverblood stated ARAA had met with an electrician and was not given complete information about what would be needed. There needs to be adequate power supply for the amenities. This detail needs to be researched.

Chair Bennett asked what is not completed on the 2013 project. Parks & Assistant Public Works Superintendent Riverblood stated the 2013 batting cages for Alpine park needed some maintenance which has not been completed.

Commissioner Barr asked if ARAA would pay for both projects before they understand the total costs. She suggested more work be done to determine the costs prior to a motion being made. Parks & Assistant Public Works Superintendent Riverblood stated he has researched and now ARAA has the detail necessary. This is being brought before the Commission at this time so as not to hold up the construction. The project can be matched with the dollar amount available.

ARAA gets charged for electrical used on fields approximately 8% of the real costs.

Commissioner Troy asked if the plan can be written for Commission review. Parks & Assistant Public Works Superintendent Riverblood stated it will be detailed and written before going before Council. There are many issues that need to be addressed prior to the request going before Council.

Commissioner Barr asked if the Commission is actually approving further investigation. Parks & Assistant Public Works Superintendent Riverblood stated that is correct. All detailed information will be available prior to Council review. Safety and good workmanship is needed.

Chair Bennett stated that is acceptable.

Commissioner Barr requested the Commission be sent the final proposal before it goes before Council.

Chair Bennett stated he does not know how much money ARAA has to put towards these projects. He does believe they do have funding available.

Motion by Commissioner Fyten, seconded by Commissioner Troy, to recommend that City Council accept the Anoka Ramsey Athletic Association Donated Improvements to Alpine and Central Parks when the final details are available and that these proposed donations will not advance for Council consideration until ARAA 2013 project is completed.

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

5.02: Consider Formalizing the Process for Receiving Requests for Park and Trail Related Capital Improvements

Parks & Assistant Public Works Superintendent Riverblood presented the Park and Recreation Commission is requested to consider formalizing the process for receiving requests for park and trail related capital improvements.

Each year the Park and Recreation Commission develops and recommends a Five Year Capital Improvement Plan to City Council. Many projects are identified in the plan for several years and

move up to the present year as funding and development opportunities align. New projects are added to the CIP based upon community need, funding availability, and viability.

Throughout the year, the community – individuals and organizations request many new improvements, from splash pads, to new trails, from playgrounds to community centers, to shelters, athletic fields, and dog parks and so on. There are so many requests that staff recommends that both the timeline and process be formalized as policy, so that all potential projects may be evaluated at the same time and in relationship to each other, and in an equitable manner each year.

Parks & Assistant Public Works Superintendent Riverblood stated considering projects requires careful scrutiny of the available funding for capital improvements. Additionally, all capital improvements require on-going maintenance costs (day-to-day labor, utilities or annualized expenses); and therefore, staff and City Council must evaluate very carefully the real and total costs of each capital improvement for consideration within the context of the General Fund operations budget – at the time projects are brought forward for consideration within the CIP and then again at the time of actual project development.

Parks & Assistant Public Works Superintendent Riverblood provided the present CIP worksheet that the city uses to organize and format capital improvement projects. As indicated, the purpose of this case is to recommend to City Council a policy for receiving and considering new capital improvements for the city's Five-Year Parks CIP. In addition to the worksheet, staff proposes that new improvement requests be accompanied by the operation and maintenance costs and based upon the following timeline.

On or before October 1st each year – Organizations and individuals submit all capital requests in writing, to the City, for the upcoming budget year and identify any non-city financial contributions (capital costs, in-kind service and operational expenses).

November/December – Capital requests shall be reviewed by the Park and Recreation Commission and a recommendation made to the City Council.

December/January – City Council review and approval of capital requests via the city-wide 5-year CIP.

Staff would summarize and conclude that all of the above processes and timeline are substantially how the CIP has been formulated to date. Adoption of the proposed policy will provide an orderly structure for the public to request new improvements, and communicate the details of all that needs to be considered within the Parks Capital Improvement plan.

Staff recommends formalizing the process for considering projects for the CIP by a policy adopted by City Council Resolution.

Parks & Assistant Public Works Superintendent Riverblood reiterated every project involves maintenance. As of now it is difficult for the parks maintenance staff to keep up with all the parks.

Chair Bennett stated he likes the idea of this policy. He has been approached by residents about possible projects. There needs to be a little pain in the process to let them know what goes into it and the cost for maintaining the projects once completed. It is good to have the proposals to look at all at once to prioritize them. This will create a needed process. Parks & Assistant Public Works Superintendent Riverblood stated he is hearing requests on a weekly basis.

Commissioner Troy asked where on the form would the estimate of maintenance be added. Parks & Assistant Public Works Superintendent Riverblood stated the form would track projects that happen over more than one year. This would show what had been invested previously to get to the point of the project. The maintenance estimate portion should be added to the form or done on an additional worksheet. The form presented is the one that is currently being used for capital improvements.

Motion by Commissioner Barr, seconded by Commissioner Fyten, to recommend City Council adopt a policy for receiving and considering capital improvement requests by Resolution.

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

6. COMMISSION/STAFF INPUT

6.01: Commission/Staff Input

Parks & Assistant Public Works Superintendent Riverblood reviewed the Playground at Elmcrest Park is being worked on and with a few exceptions it will be complete by mid-July for Super Soccer Saturday.

Parks & Assistant Public Works Superintendent Riverblood provided an update on the Mississippi River Trail Projects. We are in a couple weeks of wrapping up the project.

Parks & Assistant Public Works Superintendent Riverblood provided an update on The Draw Summer Event Series. Numbers of over 450 people per evening have been attending. Coburns is selling sandwiches.

Commissioner Barr thanked Parks & Assistant Public Works Superintendent Riverblood and his staff for the work done in the parks on the soccer fields. Commissioner Troy stated he has heard the same about Ramsey's baseball parks. Chair Bennett stated the support is excellent on the park maintenance.

7. ADJOURNMENT

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

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

The Park and Recreation Commission meeting adjourned at 7:00 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: 08/25/2015

By: Jo Thieling, Administrative Services

Information

Title

Approve the Following Meeting Minutes:

1. City Council Regular dated 08/11/2015

Purpose/Background:

Purpose: The purpose of this case is for Council review and approval of meeting minutes.

Background: Attached are the meeting minutes referenced above.

Action:

Motion to approve the following Council meeting minutes:

1. City Council Regular dated 08/11/2015

Attachments

CC Mts 08 11 15

Form Review

Form Started By: Jo Thieling Started On: 08/20/2015 08:32 AM

Final Approval Date: 08/20/2015

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CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, August 11, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember Jill Johns
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Melody Shryock
Councilmember Kristine Williams

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Fire Chief Dean Kapler
Police Chief Jeff Katers
Public Works Superintendent Grant Riemer
Human Resources Manager Colleen Lasher
Finance Director Diana Lund
Community Development Director Timothy Gladhill
City Engineer Bruce Westby
Asst. City Administrator/Economic Development Manager Patrick Brama
City Attorney Joe Langel
Administrative Intern Oksana Carlier

1. CALL TO ORDER

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

2. PRESENTATION

2.01: 2015 Happy Days Update

City Administrator Ulrich introduced Administrative Intern Carlier who is working with the City through Winona State University. He stated that she has been working closely with the Happy Days Committee.

Administrative Intern Carlier briefly highlighted the Happy Days budget, which is the same as the previous year's budget and noted that event will also be in the same location. She reviewed some of the events and the features for this year, including the 5K and bike routes. She announced Taste of Happy Days (new this year and sponsored by the Ramsey Rotary) will be held at the Fountains of Ramsey on September 10th from 6:00 to 9:00 p.m. and will feature food and wine vendors.

3. CITIZEN INPUT

None.

4. CONSENT AGENDA

Mayor Strommen stated that Councilmember Riley would like to pull Item 4.09 from the Consent Agenda and that Item will instead be considered as Item 7.07.

Motion by Councilmember Riley, seconded by Councilmember LeTourneau, to approve the following items on the Consent Agenda as revised to remove Item 4.09:

4.01: Receive June 2015 Financial Reports – General Fund and Enterprise Funds
4.02: Approve the following Meeting Minutes:
  1) City Council Work Session dated July 28, 2015
  2) City Council Regular dated July 28, 2015
4.03: Approve Amendment to Landscape Plan for Harvest Estates
4.04: Approve Response to Metropolitan Council Draft 2015 Twin Cities Metropolitan Area Master Water Supply Plan
4.05: Adopt Replacement of Life Station #1 control Cabinet with Total Control Systems at a Cost of $45,105
4.06: Adopt Resolution #15-08-197 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of July 23, 2015 through August 5, 2015
4.07: Adopt Resolution #15-08-198 Approving an Encroachment Agreement for a Portion of a Proposed Deck in a Drainage and Utility Easement at 7214 167th Terrace NW: Case of Brandon Sis
4.08: Adopt Resolution #15-08-198 Authorizing Acquisition of a Permanent Easement Necessary for the Construction of a Storm Sewer Line
~~4.09: Adopt Resolution #15-08-204 to Hire Public Safety Administrative Support Personnel~~ This item was removed from the Consent Agenda and considered as Item 7.07.

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

5. APPROVE AGENDA

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

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

6. PUBLIC HEARING

7. COUNCIL BUSINESS

7.01: Consider Adopting Ordinance #15-13 Amending Ordinance #15-04 Massage Businesses and Services by Deleting the Insurance Requirements

Police Chief Katers reviewed the staff report and recommendation to adopt Ordinance #15-13 amending Ordinance #15-04 massage businesses and services by deleting the insurance requirements.

Mayor Strommen noted that this item had been previously considered and discussed by the Council.

Motion by Councilmember Riley, seconded by Councilmember Shryock, to Adopt Ordinance #15-13 Amending Ordinance #15-04 and Chapter 26 of the Ramsey City Code – Licenses, Permits and Miscellaneous Business Regulations – By Deleting Section 26-859(e) of the Ramsey City Code.

A roll call vote was performed by the Recording Secretary:

Councilmember Williams	aye
Councilmember Shryock	aye
Councilmember Riley	aye
Councilmember LeTourneau	aye
Councilmember Kuzma	aye
Councilmember Johns	aye
Mayor Strommen	aye

Motion carried.

7.02: Consider Adopting Resolution #15-08-192 Approving Amended Joint Powers Agreement with City of Anoka for Extending Sewer and Water Utilities to Serve Two Parcels

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #15-08-192 approving an amended Joint Powers Agreement with the City of Anoka for extending sewer and water utilities to serve two parcels.

Mayor Strommen stated that this is a fairly straightforward amendment on the part of Anoka.

Motion by Councilmember Shryock, seconded by Councilmember Johns, to Adopt Resolution #15-08-192 Approving Amended Joint Powers Agreement with the City of Anoka for Constructing and Maintaining Sewer and Water Utilities to Serve Two City of Anoka Parcels.

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

7.03: Consider Adopting Resolution #15-08-193 Approving Assessment Agreement for Ridgepoint Residential Development Improvements, Improvement Project #15-21

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #15-08-193 approving the Assessment Agreement for Ridgepoint Residential Development improvements. He reported that bids were opened on July 1st and the City has until September 1st to award a contract at the bid rates. He stated that the lowest bid received was in the amount of $544,925.55, which was 15 percent higher than the Engineer's estimate. He stated that Anoka would pay up to $130,000 to construct the utilities for the two parcels in Anoka and therefore those parcels have been removed from the assessment costs.

Councilmember Riley stated that as the lots are sold he would like to see a portion of the assessment paid back, rather than the assessment being paid twice per year.

City Engineer Westby believed that language had been added to the agreement but did not see the language.

Mayor Strommen stated that the motion could be made contingent upon that language being added.

Motion by Councilmember Riley, seconded by Councilmember Johns, to Adopt Resolution #15-08-193 Approving Assessment Agreement for Ridgepoint Development Improvements, Improvement Project #15-21, contingent that the language "payment as each lot is sold in addition to the twice per year assessment payments" is added per the Council direction.

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

7.04: Consider Adopting Resolution #15-08-194 Accepting Bids and Awarding Contract for Ridgepoint Residential Development Improvements, Improvement Project #15-21

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #15-08-194 accepting bids and awarding the contract for Ridgepoint Residential Development improvements. He reported that six bids were received and Douglas Kerr Underground LLC was the lowest bidder in the amount of $544,925.55.

Councilmember Kuzma questioned if the City has worked with this contractor in the past.

City Engineer Westby reported that this contractor completed the Center Street improvements and the City has a great working relationship with the contractor.

Motion by Councilmember Kuzma, seconded by Councilmember Williams, to Adopt Resolution #15-08-194 Accepting Bids and Awarding Contract for Ridgepoint Residential Development Improvements,

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

Randy Diers, Village Bank, thanked the Council for their cooperation and thanked the City, specifically City Engineer Westby and Community Development Director Gladhill, for their assistance. He stated that the bank believes that this project will move forward quickly.

7.05: Consider Multiple Actions Related to a Potential Life Fitness Expansion and Redevelopment Project

Mayor Strommen recused herself from this discussion as her husband works in the Engineering department of Life Fitness. She stated that her husband is not associated with this project but she would still be recusing herself to avoid any perceived conflict.

Acting Mayor LeTourneau presided over the meeting.

Asst. City Administrator/Economic Development Manager Patrick Brama reviewed the staff report to consider multiple actions related to a potential Life Fitness expansion and redevelopment project on the previous Health Quest site. He reviewed the recommendation to adopt Resolution #15-08-201, adopt Resolution #15-08-202, direct staff to accept a business subsidy application from Life Fitness and begin underwriting, and execute the LHB Contract for State required TIF District analysis; subject to review and amendments by the City Attorney.

Mike Mulrooney, ACG, provided additional information on the issue of business subsidy and stated that the City does have a business subsidy policy. He provided clarification regarding Tax Increment Financing and the business subsidy request. He stated that the Health Quest property has been in its current condition and has been listed for sale since 2004, explaining that some developers are not interested in the site because of the redevelopment cost, specifically in regard to the geothermal wells. He stated that unless there is some type of assistance in regard to those project costs it is believed that any project would not move forward on the site. He stated that Life Fitness is a very strong company and plans to finance this expansion project internally and; therefore, there is a strong belief that this project would move forward. He stated that the State is interested in providing financing for this project as this is a well-respected company that employs a number of people in Minnesota. He stated that the City is asked to support the job creation fund application.

Councilmember Riley stated the EDA also discussed this item and stated that this property is a gateway property to the City, which has not put the proper face on Ramsey. He stated that in order to utilize this property, a blighted building would need to be removed and 90 wells would

need to be capped. He stated this is a great opportunity for business retention and would add tax base to the City as well.

Councilmember Kuzma thanked Mr. Mulrooney for his in depth description of the process.

Motion by Councilmember Kuzma, seconded by Councilmember Shryock, to Adopt Resolution #15-08-201 Calling for a Public Hearing by the City Council on the Proposed Adoption of a Modification to the Development Program for Development District No. 1, the Proposed Establishment of Tax Increment Financing District No. 15 (Life Fitness) Therein and the Adoption of a Tax Increment Financing Plan Therefore, and the Proposed Granting of a Business Subsidy; and Adopt Resolution #15-08-202 Declaring the City of Ramsey's Support of Applying to the State of Minnesota Department of Employment and Economic Development Job Creation Fund Program; and direct staff to accept a business subsidy application from Life Fitness and begin underwriting; and to execute the LHB Contract for State required TIF District analysis; subject to review and amendments by the City Attorney.

Further discussion: Councilmember Shryock stated that this area is in her Ward and she is very excited about this project and the ability for a Ramsey business to expand within the City.

Motion carried. Voting Yes: Councilmembers Kuzma, Shryock, Johns, LeTourneau, Riley, and Williams. Voting No: None. Abstain: Mayor Strommen

Mayor Strommen returned to preside over the meeting.

7.06: Consider Approving Master Disbursement Agreement and an Amendment to the Development Agreement with CB Ramsey Housing Limited Partnership for the Project Known as Sunwood Village; Case of CommonBond Communities

Community Development Director Gladhill reviewed the staff report and recommendation to approve the Master Disbursement Agreement and an amendment to the Development Agreement with CB Ramsey Housing Limited Partnership for the project known as Sunwood Village.

Councilmember LeTourneau stated that there is a reference to the HRA and asked for additional information.

Community Development Director Gladhill noted that reference is to the Anoka County HRA.

Motion by Councilmember LeTourneau, seconded by Councilmember Kuzma, to approve the Master Disbursement Agreement with CB Ramsey Housing Limited Partnership for the project known as Sunwood Village related to the grant awards to the project from the Metropolitan Council; and approve the amended Development Agreement for Sunwood Village.

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

7.07: Consider Adopting Resolution #15-08-204 to Hire Public Safety Administrative Support Personnel

Human Resources Director Lasher reviewed the staff report and recommendation to adopt Resolution #15-08-204 to Hire Public Safety Administrative Support Personnel (hire Ms. Ann Marie Busak as the City's new part-time Fire Technician, effective on or near August 26, 2015 at Step 1 of the 2015 wage scale; and to hire Ms. Jemma Peterson as the City's new full-time Lead Police Records Technician, effective on or near August 16, 2015 at Step 3 of the 2015 wage scale).

Councilmember Riley stated that although there would be a cost savings to this year's budget there would be an increase in spending in 2016 and each year forward. He stated that this will also add a full-time staff, which will receive full benefits, which is against the current trends. He stated that for those reasons he will be opposing this item.

Councilmember Kuzma stated that in the Work Session discussion the positive benefits were reviewed and asked staff to speak to that.

Fire Chief Kapler stated that when the staff had been scaled down there were support services that were decreased. He stated that this position would help to further both the Fire and Police Departments. He stated that County-wide, every police, fire and sheriff's office is upgrading to a new software system and there will be a significant amount of data entry required. He stated that the full-time employee will bring 16 years of experience in the dispatch center.

Police Chief Katers stated that in 2014 the Police Department had one full-time and two part-time administrative employees. He stated that while the short-term gaps were filled with other staff during the time of staff cuts, that is not the best option and this full-time position would provide support and continuity.

Councilmember LeTourneau stated that the Council has had quite a bit of energy placed into the Strategic Plan, which focuses on a smart citizen government. He stated that as the community continues to grow, public safety becomes a growing concern and therefore this action will allow the City to continue to meet the need of the City and community. He stated that this action is necessary and acknowledged that there will be an increase to the budget.

Motion by Councilmember LeTourneau, seconded by Councilmember Johns, to adopt Resolution #15-08-204 to Hire Public Safety Personnel.

Further discussion: Councilmember Kuzma stated that the City is participating with the County to upgrade the software and acknowledged the additional cost this position would have in the future; noting that if the City were required to have its own dispatch that would be a much higher cost. Councilmember Williams stated that she agrees with Councilmember LeTourneau that this is a value decision over financial. She stated that if this action supports staff and their ability to serve the community in an effective manner she would support the request.

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

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich announced upcoming meetings, events, and provided an update on upcoming construction and improvement projects.

Police Chief Katers stated that the Police Department participated in Night to Unite the previous week, noting that there were 30+ parties in the community and he personally visited five parties. He stated that the department also hosted the car seat clinic tonight from 4:00 to 7:00 p.m. and he welcomed calls from residents that may need assistance installing the car seat.

Fire Chief Kapler stated that unfortunately he and some members of the Fire Department were not able to attend the parties because the Department was called to Elk River to assist with a fire. He thanked the firefighters and officers that were able to participate in the event.

Mayor Strommen thanked the Councilmembers, police and fire personnel, and party hosts for their participation in the event. She stated that it was a wonderful opportunity to meet members of the community and hear their concerns.

Councilmember LeTourneau stated that he also had a great evening and visited at least five parties with members of the Fire Department. He agreed that it is a unique opportunity to receive input from residents. He stated that he was impressed and pleased with the positive feedback that he received.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 8:20 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Jo Ann M. Thieling
City Clerk

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **4. 4.**

Meeting Date: 08/25/2015

By: Kurt Ulrich, Administrative Services

Information

Title

Pre-Approval of Tuition Reimbursement

Purpose/Background:

All regular City employees are eligible to participate in a degree completion tuition reimbursement program that provides for 50% reimbursement of tuition and books. Subject to the policy provisions, employees can participate based upon the approval by the department head , the HR manager, and City administrator. Tuition reimbursement requests by the City Administrator must be approved by the City Council.

Notification:

Not applicable

Observations/Alternatives:

The requested course (Foundations in Public Administration) is a prerequisite for other course work in the degree program of public administration. The course will help build my understanding of the role of public officials, will broaden my exposure to current and past practices, and will broaden my knowledge and network of contacts for the benefit of the City. I have completed about one-half of the coarse work for a doctorate in public administration under previous employers, and hope to complete the program over the next several years. The City's reimbursement policy is silent in regard to advanced degrees, but does provide for *advanced skill development*, allows reimbursement when there has been a determination that the course is *job-related* and deemed to be a *benefit to the employer*.

The Council has the alternative to reject this request.

Funding Source:

The 50% tuition expense would be allocated from budgeted administrative training and professional development.

Recommendation:

It is recommended that the Council consider approval of the tuition reimbursement request for Fall semester 2015 as outlined in the attached *Pre-approval for Tuition Reimbursement* form.

Action:

Motion to approve the tuition reimbursement request for the City Administrator for Fall Semester 2015.

Attachments

City Admin Request

tuition policy

Form Review

Inbox	Reviewed By	Date
Colleen Lasher	Colleen Lasher	08/20/2015 03:44 PM

Kurt Ulrich (Originator)	Kurt Ulrich	08/20/2015 04:04 PM
Form Started By: Kurt Ulrich		Started On: 08/20/2015 02:12 PM
Final Approval Date: 08/20/2015		

Pre-Approval for Tuition Reimbursement

To be eligible for reimbursement of 50% of tuition, books and lab fees, employee must complete and submit this form for approval by the City Council pursuant to the employee's contract.

Eligible classes must be job-related and a benefit to the City or they must be part of a degree program which has been approved. Satisfactory completion (receipt of C or better or a passing grade) of the course is required for reimbursement. When a "Request for Expense Reimbursement" form is submitted, a receipt for payment of tuition and lab fees, grade transcript, and copy of the completed preapproval form must be attached.

Reimbursements are on a first come, first served basis and shall not exceed the department budget.
Employee name: Department: Administration
Employee number: 109850
Position: City Administrator
Class name: Historical Foundations of Public Administration
Number of credit hours: 4
Cost of Tuition per Credit (minus all fees): $750
Estimated Cost of Books: $150
School name: School address (1): Hamline University, St. Paul, MN
Course dates: September **to** December 2015
To be completed by the HR Manager: This employee has been approved by the City Council per the City Administrator's Employment Agreement.
Approval date_____

How is this class related to your job?
The course is a prerequisite for other course work in the degree program of public administration. The course will help build upon my understanding of the role of public officials, will broaden my exposure to current and past practices, and will as broaden my knowledge and network of contacts for the benefit of the City. To date, I have completed about one-half of the course work for a doctorate in public administration through previous employers.

How will your taking this class benefit the City?
The City will benefit by my exposure to up-to-date and study of public administration practices, and the peer review of current issues and process evaluations. Future elective course work and study will focus on an issue(s) of interest and benefit to the City.

My signature below indicates that I understand the terms of the Tuition Reimbursement Policy, including the following provision: In the event an employee leaves the City, any reimbursement for education received during the 12 months prior to leaving must be returned to the City by the employee.

_____ _____
Employee Signature Date
****

Request Approval:

_____ _____ _____
City Administrator's Signature /Date

_____

Mayor/Date

CITY OF RAMSEY

EDUCATION/TUITION REIMBURSEMENT POLICY

It is the intent of the City of Ramsey to provide the citizens of Ramsey with a well-qualified and trained staff. Annually the City Council shall provide in each department budget funding for training and continuing education assistance. It is the primary objective of the training program that training dollars are spent on learning which addresses organizational goals and follows a progression of skill development.

All regular City employees are eligible to participate, however it is the expectation of the City of Ramsey that new hires come to the City fully qualified for their position. Therefore, training beyond incidental levels shall not be provided during an employee's first year of service.

Completion of additional training or education is not a basis for requesting a salary increase. Courses should be taken outside of work hours; however, when unavoidable courses may be taken during the work day with prior approval from the department head

Training

- The City will pay for job-related, position specific training approved by the Department Head and City Administrator and deemed necessary to effectively complete the requirements of the position, provided there is adequate funding in the budget appropriation for training.
- The City will pay for, or reimburse employees for, any and all training required by the City to attain or maintain job-related certification.
- Conference and seminar training shall provide for meals and lodging, if necessary, for in-state and out-of-state training. Travel expenses for in-state training shall be provided through the budget process. Travel expenses shall be provided for out-of-state training with prior approval of the Department Head and City Administrator.
- The Human Resources Manager will maintain records on all employee training done at City expense and report annually on the training received and funds expended.

Education

- Employees participating in a job-related Bachelor's Degree program at an accredited college or university or post-secondary classes at accredited colleges, universities, and vocational/technical institutes can apply for City reimbursement for 50% of the cost of tuition, books and laboratory fees. Any other fees, including fees for supplies, transportation, student activity fees, late registration fees, school entrance fees, and graduation fees are not eligible for reimbursement.
- In order to be eligible for reimbursement, the degree program or classes must be deemed by the Department Head, City Administrator, and Human Resources Manager to be job-related and a benefit to the employer <u>before</u> the employee registers for the class.
- Reimbursement will only be made upon receipt of a "C" or better or for a "passing grade" for the course. Employees seeking reimbursement must present a paid fee statement and grade transcript in order to receive reimbursement.
- Reimbursement for classes taken at private institutions shall not exceed the tuition charged by the Minnesota State University system.
- Reimbursements are on a first come, first served basis and shall not exceed the department budget.

- In the event a department receives reimbursement requests that exceed its budget allocation for education reimbursement, the Department Head and City Administrator shall determine how to apportion the available funds.
- The Human Resources Manager will develop and maintain forms for requesting approval of class eligibility prior to registration and forms requesting reimbursement after successful completion of classes.
- In the event an employee leaves the City, any reimbursement for education received during the 12 months prior to leaving must be returned to the City.

Adopted May 13, 1997; revised Sept 7, 2004; Revised March 6, 2006, Revised January 2014

Pre-Approval for Tuition Reimbursement

To be eligible for reimbursement of 50% of tuition, books and lab fees, employees must complete and submit this form for approval of the Department Head, Human Resources Manager and City Administrator before registering for a Bachelor's degree or a class.

Eligible classes must be job-related and a benefit to the City or they must be part of a degree program which has been approved by the City Administrator. Satisfactory completion (receipt of C or better or a passing grade) of the course is required for reimbursement. When a "Request for Expense Reimbursement" form is submitted, a receipt for payment of tuition and lab fees, grade transcript, and copy of the completed pre-approval form must be attached.

Reimbursements are on a first come, first served basis and shall not exceed the department budget.

Please complete this form and give it to your department head who will forward it to the other reviewers. The original will be placed in your personnel file and a copy will be returned to you.

Employee name:	**Department:**
Employee number:	**Position:**
Class name:	**Number of credit hours:**
Cost of Tuition per Credit (minus all fees):	**Estimated Cost of Books:**
School name:	**School address (1):**
Course dates: _____ to _____	**School address (2):**
To be completed by the HR Manager: This employee has been approved by the City Administrator for enrollment in a job-related Bachelor's degree program. ___ Yes, approval date_____ ___ No	

How is this class related to your job? _____

How will your taking this class benefit the City? _____

My signature below indicates that I understand the terms of the Tuition Reimbursement Policy, including the following provision: In the event an employee leaves the City, any reimbursement for education received during the 12 months prior to leaving must be returned to the City by the employee.

_____ _____
Employee Signature Date

****

Request has been: Approved Denied

_____ _____ _____
Department Head's Signature Date Date

_____ _____ _____
Human Resources Manager's Signature Date Date

_____ _____ _____
City Administrator's Signature Date Date

CC Regular Session **4. 5.**

Meeting Date: 08/25/2015

By: Jo Thieling, Administrative Services

Information

Title

Approve Licenses

Purpose/Background:

Purpose: The purpose of this case is to approve license requests for 2015.

Background: Certain businesses in the City of Ramsey are required to apply for a license in addition to the Business Registration Certificate (BRC). Other businesses that may require a license, but are not required to have a BRC may also be included in this approval. Those new license requests and/or renewals are attached for Council approval.

Recommendation:

Staff recommends approval of license applications.

Action:

Motion to approve license applications.

Attachments

Licenses

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/20/2015 08:31 AM
Form Started By: Jo Thieling		Started On: 08/19/2015 03:49 PM
Final Approval Date: 08/20/2015		

License Applications
For Council Meeting 08/25/2015

*Special Events	Molin Concrete Products	6820 – 143rd Avenue NW	Ramsey, MN 55303	651-786-7722
**Motor Vehicle	PTL Automotive Inc.	9619 Highway 10 NW	Elk River, MN 55330	763-427-0066
***Gasoline	Casey's General Store #3460	7222 Sunwood Drive NW	Ramsey, MN 55303	515-371-7129
***Tobacco	Casey's General Store #3460	7222 Sunwood Drive NW	Ramsey, MN 55303	515-371-7129
****Gasoline	Casey's General Store #3460	7222 Sunwood Drive NW	Ramsey, MN 55303	515-371-7129
****Tobacco	Casey's General Store #3460	7222 Sunwood Drive NW	Ramsey, MN 55303	515-371-7129

***This permit is for a grand opening/ribbon cutting ceremony for Molin Concrete Products. The event will take place on Thursday, September 24, 2015, from 10:00 a.m. to 2:00 p.m. at their facility located at 6820 – 143rd Avenue NW in Ramsey. There will be tours/lunch/a DJ/tents, etc. They have 243 parking stalls to accommodate the guests; however, have asked for permission to park on the south side of 143rd (signed "no parking") in the event more parking is needed. The Police Chief and the Director of Public Works have weighed in on the permit and have expressed no concerns with any of the requests, including the parking on 143rd if necessary. Tent permits have been applied for through our Fire Department and tent inspections will take place prior to the event. The company has contracted with Metro Tent for the rental and set up of the tents. No grilling will be done on site or in the tents. Lunch will be catered in.**

****PTL Automotive' s office is located in the City of Elk River; however, their sales property is located in the City of Ramsey; therefore, they are required to obtain a City of Ramsey Motor Vehicle Sales license.**

*****This is to approve Gasoline and Tobacco sales for year 2015 (November and December) for the NEW Casey's being built on Sunwood Drive.**
******This is to approve Gasoline and Tobacco sales for year 2016 for the NEW Casey's being built on Sunwood Drive.**

CC Regular Session **4. 6.**

Meeting Date: 08/25/2015

By: Jackie Lipski, Finance

Information

Title

Adopt Resolution #15-08-210 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period August 6, 2015 through August 19, 2015

Action:

Motion to Adopt Resolution #15-08-210 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period August 6, 2015 through August 19, 2015.

Attachments

Bills List 08/25/2015

Resolution 8/25/2015

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	08/20/2015 09:55 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 11:12 AM
Form Started By: Jackie Lipski		Started On: 08/19/2015 11:11 AM
Final Approval Date: 08/20/2015		

CITY OF RAMSEY - FINANCE OFFICE Printed 8/19/2015

RAMSEY CITY COUNCIL MEETING

8/25/2015

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 8/6/15-8/19/15	208,914.70
Accounts Payable 8/6/15-8/19/15	168,906.19
Payroll 8/14/15	138,226.02
Pay Estimates- Projects	678,527.29

TOTAL SUBMITTED FOR APPROVAL THIS MEETING **$ 1,194,574.20**

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:	APPROVED PREV. MTG	2015 Y.T.D.
NET PAYROLL TOTAL	$ 141,017.97	$ 2,220,308.25
- CORRECTION TO PAYROLL		
PREPAIDS	257,937.35	3,431,644.90
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE		950,696.39
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	219,068.37	3,544,737.10
ADD (DELETE) BILLS LIST SUBMITTED PAY ESTIMATE(S)		1,531,731.39
- CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	**$ 618,023.69**	**$ 11,679,118.03**

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
97747	**8/6/2015**		**112663 CAPSTONE HOMES INC**						
		1,500.00	REFUND ESC 7008 168TH LN		77825	080515	9804.6433	00114716	REFUNDS
		5,000.00	REFUND ESCS 6184 146TH AVE NW		77826	080515A	9252.1155.1		MANUAL-ACCOUNTS RE(
		2,000.00	REFUND ESCS 6184 146TH AVE NW		77826	080515A	9252.1155.1		MANUAL-ACCOUNTS RE(
		1,500.00	REFUND ESC 6184 146TH AVE		77827	080515B	9804.6433	00114300	REFUNDS
		10,000.00							
97748	**8/6/2015**		**100297 CENTERPOINT ENERGY**						
		39.31	MISC CITY ACCTS		77828	8000014064-2 JULY 15	0311.6373		GAS
		43.34	MISC CITY ACCTS		77828	8000014064-2 JULY 15	0452.6373		GAS
		80.93	MISC CITY ACCTS		77828	8000014064-2 JULY 15	0220.6373		GAS
		13.10	MISC CITY ACCTS		77828	8000014064-2 JULY 15	9601.6373		GAS
		13.10	MISC CITY ACCTS		77828	8000014064-2 JULY 15	9602.6373		GAS
		13.11	MISC CITY ACCTS		77828	8000014064-2 JULY 15	9605.6373		GAS
		202.89							
97749	**8/6/2015**		**114843 CHA, KAW**						
		100.00	REFUND DAMAGE/KEY DEPOSIT		77831	080515	9804.1160		KEY & DAMAGE DEPOSIT
		55.00	REFUND DAMAGE/KEY DEPOSIT		77831	080515	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
97750	**8/6/2015**		**110734 CITY OF RAMSEY**						
		30.54	#721489		77829	080615	9601.4651		WATER REVENUE
		138.00	#71892199		77829	080615	9601.4651		WATER REVENUE
		25.00	#636718846		77829	080615	9601.4651		WATER REVENUE
		5.00	#725821		77829	080615	9601.4651		WATER REVENUE
		200.00	#722258		77829	080615	9601.4651		WATER REVENUE
		50.00	#723821		77829	080615	9601.4651		WATER REVENUE
		20.00	#719803		77829	080615	9601.4651		WATER REVENUE
		22.00	#707993327		77829	080615	9601.4651		WATER REVENUE
		21.53	#48903907		77829	080615	9601.4651		WATER REVENUE
		21.53	#38032820		77829	080615	9601.4651		WATER REVENUE
		533.60							
97751	**8/6/2015**		**100116 CONNEXUS ENERGY**						
		85.00	SIRENS		77830	759126-303095 JULY 15	0250.6371		ELECTRIC UTILITIES
		85.00							
97752	**8/6/2015**		**100413 RANDALL, GOODRICH AND HAAG, P L .C.**						
		3,071.00	2ND HALF JULY 15 PROSECUTION		77832	080315	0161.6304		LEGAL FEES
		3,071.00							
97753	**8/6/2015**		**100510 VERIZON WIRELESS**						
		61.30	JUNE/JULY 15 BILLING		77833	9749349781	0130.6323		CELLULAR PHONES
		61.30							
97807	**8/13/2015**		**100012 ACE SOLID WASTE INC**						
		27.19	FIRE STATION 1- TRASH		77882	1016900	0220.6374		REFUSE/RECYCLING
		24,555.80	CITY RECYCLE AUG 2015		77883	1016885	9604.6489		OTHER CONTRACTED SE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
97807	8/13/2015		100012 ACE SOLID WASTE INC						Continued.
		24,582.99							
97808	8/13/2015		100031 ANOKA COUNTY						
		32.00	GOVERN MTG 7/29/15		77884	081115	0111.6335		TRAINING
		32.00							
97809	8/13/2015		114848 BROOKFIELD LAND LLC						
		2,600.00	REFUND FOR STREET LIGHTS		77885	081215	9603.4705		CAPTIAL CONTRIBUTION
		2,600.00							
97810	8/13/2015		112663 CAPSTONE HOMES INC						
		1,500.00	REFUND ESC 16892 LIMONITE TER		77886	081315	9252.1155.1		MANUAL-ACCOUNTS RE(
		1,500.00	REFUND ESC 16892 LIMONITE TER		77887	081315A	9804.6433	00114684	REFUNDS
		3,000.00							
97811	8/13/2015		100404 CENTURYLINK						
		65.35	JULY/AUG 2015		77888	072515	0452.6321		TELEPHONE
		65.35							
97812	8/13/2015		110734 CITY OF RAMSEY						
		21.00	#398002818		77889	081315	9601.4651		WATER REVENUE
		21.53	#674451896		77889	081315	9601.4651		WATER REVENUE
		21.53	#56054622		77889	081315	9601.4651		WATER REVENUE
		420.00	#663106169		77889	081315	9601.4651		WATER REVENUE
		42.00	#55994616		77889	081315	9601.4651		WATER REVENUE
		526.06							
97813	8/13/2015		114849 HASSAN, OSMAN F.						
		100.00	REFUND DAMAGE/KEY DEPOSIT		77890	081215	9804.1160		KEY & DAMAGE DEPOSIT
		55.00	REFUND DAMAGE/KEY DEPOSIT		77890	081215	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
97814	8/13/2015		113885 MC CUSTOM HOMES LLC						
		1,500.00	REFUND ESC 5938 151ST LN		77891	081315	9804.6433	00114686	REFUNDS
		1,500.00							
97815	8/13/2015		100678 PETTY CASH						
		10.00	MEAL - PD TRAINING		77892	081415	0211.6331		TRAVEL & LODGING
		10.00	MEAL - PD TRAINING		77892	081415	0211.6331		TRAVEL & LODGING
		25.00	VEHICLE PLATES 303		77892	081415	0311.6249		MISCELLANEOUS OPER/
		21.99	MEALS-HR TRAINING		77892	081415	0130.6331		TRAVEL & LODGING
		66.99							
97816	8/13/2015		105628 WELLS CATERING SERVICE						
		4,827.59	BAL GOLF TOURNEY DINNER		77894	40177A	9230.6249	00923002	MISCELLANEOUS OPER/
		4,827.59							
97817	8/13/2015		112719 WHEELS OF THUNDER						
		2,063.00	SEPT/OCT 15 RAMSEY RESIDENT		77893	081215	9101.4609		OTHER MISCELLANEOUS
		2,063.00							
97818	8/13/2015		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						
		27.95	6701 HWY 10 -YOUTH FIRST		77895	150-1687-1105 JULY 2015	9410.6315	00041012	MISCELLANEOUS PROFE
		24.95	7550 SUNWOOD DR		77896	150-1681-6340	0194.6489		OTHER CONTRACTED SE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
97818	8/13/2015		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						Continued.
						JULY 2015			
		24.95	7650 SUNWOOD DRIVE		77897	150-1681-4280	9240.6315		MISCELLANEOUS PROFE
						JULY 2015			
		77.85							
97819	8/18/2015		100012 ACE SOLID WASTE INC						
		105.59	MISC PW ACCOUNTS		77977	1016902	0311.6374		REFUSE/RECYCLING
		169.41	MISC PW ACCOUNTS		77977	1016902	0194.6374		REFUSE/RECYCLING
		31.27	MISC PW ACCOUNTS		77977	1016902	0220.6374		REFUSE/RECYCLING
		250.50	MISC PW ACCOUNTS		77977	1016902	0452.6374		REFUSE/RECYCLING
		35.20	MISC PW ACCOUNTS		77977	1016902	9601.6374		REFUSE/RECYCLING
		35.20	MISC PW ACCOUNTS		77977	1016902	9602.6374		REFUSE/RECYCLING
		35.18	MISC PW ACCOUNTS		77977	1016902	9604.6374		REFUSE/RECYCLING
		105.00	MISC PW ACCOUNTS		77977	1016902	9604.6249		MISCELLANEOUS OPERA
		767.35							
97820	8/18/2015		114852 KANYETZNY, ALLISON						
		100.00	REFUND DAMAGE/KEY DEPOSIT		77978	081715	9804.1160		KEY & DAMAGE DEPOSIT
		55.00	REFUND DAMAGE/KEY DEPOSIT		77978	081715	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
97821	8/18/2015		100291 MET COUNCIL SAC						
		14,910.00	SAC JULY 2015		77979	081315	9602.2083		SAC CHARGES
		149.10-	SAC JULY 2015		77979	081315	9602.4356		SEWER AVAILABILITY CH
		14,760.90							
97822	8/18/2015		100413 RANDALL, GOODRICH AND HAAG, P L .C.						
		2,877.40	JULY/AUG 2015 PROSECUTION		77980	081715	0161.6304		LEGAL FEES
		2,877.40							
97823	8/18/2015		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						
		27.95	7550 SUNWOOD DR- POLICE		77981	150-1682-6501	0211.6489		OTHER CONTRACTED SE
						JULY 2015			
		27.95							
90341207	8/14/2015		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		15,698.69			77908	0813151448097	9101.2174		PERA-EMPLOYEE
		20,928.80			77909	0813151448098	9101.2183		PERA-EMPLOYER
		36,627.49							
92752928	8/14/2015		100113 BANK OF THE WEST						
		23,845.99			77898	0813151448091	9101.2171		FEDERAL WITHHOLDING
		11,328.67			77903	0813151448092	9101.2173		FICA & MEDICARE-EMPL
		11,328.67			77904	0813151448093	9101.2182		FICA & MEDICARE-EMPL
		46,503.33							
95358976	8/14/2015		100601 MN DEPT OF REV WH						
		9,549.08			77910	0813151448099	9101.2172		STATE WITHHOLDING
		9,549.08							
99023894	8/14/2015		100223 ICMA RETIREMENT TRUST 457						
		3,382.12			77905	0813151448094	9101.2175		DEFERRED COMPENSAT
		3,382.12							
99072815	8/17/2015		100219 HOME DEPOT COMMERCIAL ACCT PROGRAM						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99072815	8/17/2015		100219 HOME DEPOT COMMERCIAL ACCT PROGRAM						Continued.
		353.15	JULY 2015 PURCHASES		77913	072815	0452.6249		MISCELLANEOUS OPERA
		353.15							
99081415	8/14/2015		108768 COMDATA NETWORK INC						
		335.00	4IMPRINT , BLUML		77911	JULY15 COMDATA PCARD	0280.6241		COMMUNITY POLICING S
		50.00	4IMPRINT , BLUML		77911	JULY15 COMDATA PCARD	0280.6241		COMMUNITY POLICING S
		97.50	4IMPRINT , BLUML		77911	JULY15 COMDATA PCARD	0280.6241		COMMUNITY POLICING S
		15.00	4IMPRINT , BLUML		77911	JULY15 COMDATA PCARD	0280.6241		COMMUNITY POLICING S
		195.00	4IMPRINT , BLUML		77911	JULY15 COMDATA PCARD	0280.6241		COMMUNITY POLICING S
		10.00	4IMPRINT , BLUML		77911	JULY15 COMDATA PCARD	0280.6241		COMMUNITY POLICING S
		32.48	4IMPRINT , BLUML		77911	JULY15 COMDATA PCARD	0280.6241		COMMUNITY POLICING S
		915.01	4IMPRINT , BLUML		77911	JULY15 COMDATA PCARD	0280.6241		COMMUNITY POLICING S
		31.31	COBORN'S SUPERSTORE , BLUML		77911	JULY15 COMDATA PCARD	0211.6223		GASOLINE
		175.00	REGIONS EMS , BLUML		77911	JULY15 COMDATA PCARD	0280.6335		TRAINING
		85.00	SAFE KIDS WORLDWIDE , BLUML		77911	JULY15 COMDATA PCARD	0280.6335		TRAINING
		1.50	TLO TRANSUNION , BLUML		77911	JULY15 COMDATA PCARD	0211.6315		MISCELLANEOUS PROFE
		7.90	AMAZON MKTPLACE PMTS , BRAY		77911	JULY15 COMDATA PCARD	0194.6259		BUILDING MAINT/REPAIR
		6.14	AMAZON MKTPLACE PMTS , BRAY		77911	JULY15 COMDATA PCARD	0194.6259		BUILDING MAINT/REPAIR
		43.55	DEY DISTRIBUTING INC , BRAY		77911	JULY15 COMDATA PCARD	0194.6382		MACHINERY & EQUIPMEI
		62.56	DEY DISTRIBUTING INC , BRAY		77911	JULY15 COMDATA PCARD	0194.6382		MACHINERY & EQUIPMEI
		7.95	THE HOME DEPOT , BRAY		77911	JULY15 COMDATA PCARD	0194.6259		BUILDING MAINT/REPAIR
		7.95	THE HOME DEPOT , BRAY		77911	JULY15 COMDATA PCARD	0194.6259		BUILDING MAINT/REPAIR
		17.78	THE HOME DEPOT , BRAY		77911	JULY15 COMDATA PCARD	0194.6259		BUILDING MAINT/REPAIR
		10.47	THE HOME DEPOT , BRAY		77911	JULY15 COMDATA PCARD	0194.6259		BUILDING MAINT/REPAIR
		4.21	THE HOME DEPOT , BRAY		77911	JULY15 COMDATA PCARD	0194.6259		BUILDING MAINT/REPAIR
		88.54	WAL-MART , BRAY		77911	JULY15 COMDATA PCARD	0194.6249		MISCELLANEOUS OPERA
		148.69	EB TWIN CITIES ORGANI , FRANKF		77911	JULY15 COMDATA PCARD	0211.6335		TRAINING
		148.69	EB TWIN CITIES ORGANI , FRANKF		77911	JULY15 COMDATA PCARD	0211.6335		TRAINING
		650.00-	FBI LEEDA INC , FRANKFURTH		77911	JULY15 COMDATA PCARD	0211.6335		TRAINING
		51.96	LAW ENFORCEMENT TARGET , FRANK		77911	JULY15 COMDATA	0211.6207		TRAINING SUPPLIES

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081415	8/14/2015		108768 COMDATA NETWORK INC						Continued.
						PCARD			
		498.00	LIFELINE TRAINING - CA , FRANK		77911	JULY15 COMDATA PCARD	0211.6335		TRAINING
		80.85	MACKSPW.COM , FRANKFURTH		77911	JULY15 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		28.00	AMAZON MKTPLACE PMTS , FREDRIC		77911	JULY15 COMDATA PCARD	0130.6208		MISCELLANEOUS OFFICI
		27.96	AMAZON MKTPLACE PMTS , FREDRIC		77911	JULY15 COMDATA PCARD	0130.6208		MISCELLANEOUS OFFICI
		6.14	AMAZON MKTPLACE PMTS , FREDRIC		77911	JULY15 COMDATA PCARD	0130.6208		MISCELLANEOUS OFFICI
		5.99	AMAZON MKTPLACE PMTS , FREDRIC		77911	JULY15 COMDATA PCARD	0130.6208		MISCELLANEOUS OFFICI
		1,652.00	PAYPAL *SYSAID , FREDRICKSON		77911	JULY15 COMDATA PCARD	0192.6405		OFFICE & DATA PROCES:
		15.44	WWW.NEWEGGBUSINESS.COM , FREDR		77911	JULY15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		4.93	WWW.NEWEGGBUSINESS.COM , FREDR		77911	JULY15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		6.00	WWW.NEWEGGBUSINESS.COM , FREDR		77911	JULY15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		1.54	WWW.NEWEGGBUSINESS.COM , FREDR		77911	JULY15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		141.99	WWW.NEWEGGBUSINESS.COM , FREDR		77911	JULY15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		14.99	WWW.NEWEGGBUSINESS.COM , FREDR		77911	JULY15 COMDATA PCARD	0192.6281		SMALL TOOLS & MINOR E
		25.94	COBORN'S SUPERSTORE , GLADHILL		77911	JULY15 COMDATA PCARD	0191.6249		MISCELLANEOUS OPERA
		29.00	FINANCE AND COMMERCE I , GLADH		77911	JULY15 COMDATA PCARD	0191.6452		SUBSCRIPTIONS
		352.10	BLUE VELVET , KATERS		77911	JULY15 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERA
		569.40	HOLIDAY INNS , KATERS		77911	JULY15 COMDATA PCARD	0211.6331		TRAVEL & LODGING
		36.37	PIZZA LUCE DULUTH III , KATERS		77911	JULY15 COMDATA PCARD	0211.6331		TRAVEL & LODGING
		180.00	AMERICAN PAYROLL ASSOC , LUND		77911	JULY15 COMDATA PCARD	0153.6335		TRAINING
		180.15	ELK RIVER LANDVILLE , RIEMER		77911	JULY15 COMDATA PCARD	0311.6374		REFUSE/RECYCLING
		239.52	MENARDS COON RAPIDS , RIEMER		77911	JULY15 COMDATA PCARD	0311.6249		MISCELLANEOUS OPERA
		110.88	MENARDS COON RAPIDS , RIEMER		77911	JULY15 COMDATA PCARD	0311.6249		MISCELLANEOUS OPERA
		12.96	MENARDS COON RAPIDS , RIEMER		77911	JULY15 COMDATA PCARD	0311.6249		MISCELLANEOUS OPERA
		3.40	MENARDS COON RAPIDS , RIEMER		77911	JULY15 COMDATA PCARD	0311.6249		MISCELLANEOUS OPERA
		25.98	SEARS ROEBUCK , RIEMER		77911	JULY15 COMDATA PCARD	0311.6281		SMALL TOOLS & MINOR E
		47.95	AMAZON MKTPLACE PMTS , RIVERBL		77911	JULY15 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERA
		16.00	AMAZON MKTPLACE PMTS , RIVERBL		77911	JULY15 COMDATA	0452.6249		MISCELLANEOUS OPERA

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						PCARD			
		9.11	COBORN'S SUPERSTORE , RIVERBLO		77911	JULY15 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERA
		10.00	COBORN'S SUPERSTORE , RIVERBLO		77911	JULY15 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERA
		6.79	COBORN'S SUPERSTORE , RIVERBLO		77911	JULY15 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERA
		9.00	KELLOGG SQUARE PARKING , RIVER		77911	JULY15 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERA
		302.45	NFPA NATL FIRE PROTECT , SCHIF		77911	JULY15 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERA
		5.02	COBORN'S SUPERSTORE , THIELING		77911	JULY15 COMDATA PCARD	0111.6249		MISCELLANEOUS OPERA
		50.18	COBORN'S SUPERSTORE , THIELING		77911	JULY15 COMDATA PCARD	0130.6249		MISCELLANEOUS OPERA
		200.00	PAYPAL *ANOKACOUNTY , THIELING		77911	JULY15 COMDATA PCARD	0111.6249		MISCELLANEOUS OPERA
		200.00	PAYPAL *ANOKACOUNTY , THIELING		77911	JULY15 COMDATA PCARD	0130.6249		MISCELLANEOUS OPERA
		49.89	J R'S OUTPOST , ULRICH		77911	JULY15 COMDATA PCARD	0130.6249		MISCELLANEOUS OPERA
		54.25	TIMBUK2 , WIEMANN		77911	JULY15 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		36.99	ANOKA-RAMSEY FARM & GA , NELSO		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		29.80	MENARDS ELK RIVER , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		39.96	MENARDS ELK RIVER , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		9.95	MENARDS ELK RIVER , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		10.12	MENARDS ELK RIVER , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		13.89	MENARDS ELK RIVER , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		8.37	MENARDS ELK RIVER , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		8.37	MENARDS ELK RIVER , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		35.97	MENARDS ELK RIVER , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		11.04	MENARDS ELK RIVER , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		3.68	MENARDS ELK RIVER , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		3.48	MENARDS ELK RIVER , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		19.97	THE HOME DEPOT , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		24.97	THE HOME DEPOT , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		24.97	THE HOME DEPOT , NELSON		77911	JULY15 COMDATA PCARD	9601.6249		MISCELLANEOUS OPERA
		65.25	THE HOME DEPOT , NELSON		77911	JULY15 COMDATA	9601.6249		MISCELLANEOUS OPERA

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		53.12	AA DRIVELINE , RIEMER		77911	PCARD JULY15 COMDATA PCARD	9605.6257		OTHER VEHICLE PARTS
		23.11	BILL'S SUPERETTE , FUEL, FIRE		77912	JULY 15 COMDATA FUEL	0220.6223		GASOLINE
		32.26	BILL'S SUPERETTE , FUEL, FIRE		77912	JULY 15 COMDATA FUEL	0220.6223		GASOLINE
		44.91	BILL'S SUPERETTE , FUEL, NELS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		55.18	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		72.83	BILL'S SUPERETTE , FUEL, BYRO		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		60.58	BILL'S SUPERETTE , FUEL, MADS		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		27.12	BILL'S SUPERETTE , FUEL, NIEL		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		52.80	BILL'S SUPERETTE , FUEL, MARA		77912	JULY 15 COMDATA FUEL	0311.6223		GASOLINE
		48.40	BILL'S SUPERETTE , FUEL, MADS		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		58.33	BILL'S SUPERETTE , FUEL, MADS		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		37.55	BILL'S SUPERETTE , FUEL, 1		77912	JULY 15 COMDATA FUEL	0240.6223		GASOLINE
		70.00	BILL'S SUPERETTE , FUEL, BYRO		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		41.65	BILL'S SUPERETTE , FUEL, RIEM		77912	JULY 15 COMDATA FUEL	0311.6223		GASOLINE
		53.86	BILL'S SUPERETTE , FUEL, NELS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		30.20	BILL'S SUPERETTE , FUEL, 1		77912	JULY 15 COMDATA FUEL	0240.6223		GASOLINE
		44.95	BILL'S SUPERETTE , FUEL, MCDO		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		53.81	BILL'S SUPERETTE , FUEL, MADS		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		43.00	BILL'S SUPERETTE , FUEL, FIRE		77912	JULY 15 COMDATA FUEL	0220.6225		DIESEL FUEL
		37.12	BILL'S SUPERETTE , FUEL, MCDO		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		38.50	BILL'S SUPERETTE , FUEL, FIRE		77912	JULY 15 COMDATA FUEL	0220.6223		GASOLINE
		44.68	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		35.03	BILL'S SUPERETTE , FUEL, FIRE		77912	JULY 15 COMDATA FUEL	0220.6223		GASOLINE
		44.86	BILL'S SUPERETTE , FUEL, FIRE		77912	JULY 15 COMDATA FUEL	0220.6223		GASOLINE
		25.85	BILL'S SUPERETTE , FUEL, FIRE		77912	JULY 15 COMDATA FUEL	0220.6223		GASOLINE
		52.68	BILL'S SUPERETTE , FUEL, KAPL		77912	JULY 15 COMDATA FUEL	0220.6223		GASOLINE
		47.66	BILL'S SUPERETTE , FUEL, FLEE		77912	JULY 15 COMDATA	0220.6223		GASOLINE

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		78.04	BILL'S SUPERETTE , FUEL, FIRE		77912	JULY 15 COMDATA FUEL	0220.6223		GASOLINE
		74.99	BILL'S SUPERETTE , FUEL, FLEE		77912	JULY 15 COMDATA FUEL	0220.6223		GASOLINE
		69.09	BILL'S SUPERETTE , FUEL, FIRE		77912	JULY 15 COMDATA FUEL	0220.6223		GASOLINE
		122.48	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		95.92	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		34.82	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		101.71	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		47.83	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		87.53	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		76.32	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		107.79	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		44.00	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		62.32	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		96.45	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		58.12	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		51.06	BILL'S SUPERETTE , FUEL, NIELS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		106.54	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		3.34	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		55.94	BILL'S SUPERETTE , FUEL, NIEL		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		34.68	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		64.07	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		32.32	BILL'S SUPERETTE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		80.04	BILL'S SUPERETTE , FUEL, NELS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		43.01	CASEYS GEN STORE , FUEL, MCDO		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		50.00	CASEYS GEN STORE , FUEL, RIVE		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		87.02	HOLIDAY STNSTORE , FUEL, SEAS		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		77.97	HOLIDAY STNSTORE , FUEL, LOFG		77912	JULY 15 COMDATA	0311.6223		GASOLINE

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		27.81	HOLIDAY STNSTORE , FUEL, GLAD		77912	JULY 15 COMDATA FUEL	0194.6223		GASOLINE
		8.91	HOLIDAY STNSTORE , FUEL, HAYE		77912	JULY 15 COMDATA FUEL	0194.6223		GASOLINE
		36.80	HOLIDAY STNSTORE , FUEL, HAYE		77912	JULY 15 COMDATA FUEL	0194.6223		GASOLINE
		14.06	HOLIDAY STNSTORE , FUEL, HAYE		77912	JULY 15 COMDATA FUEL	0194.6223		GASOLINE
		38.06	HOLIDAY STNSTORE , FUEL, RIEM		77912	JULY 15 COMDATA FUEL	0311.6223		GASOLINE
		39.76	HOLIDAY STNSTORE , FUEL, MCDO		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		30.01	HOLIDAY STNSTORE , FUEL, HAYE		77912	JULY 15 COMDATA FUEL	0194.6223		GASOLINE
		44.18	HOLIDAY STNSTORE , FUEL, MCDO		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		33.51	HOLIDAY STNSTORE , FUEL, LINT		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		57.88	HOLIDAY STNSTORE , FUEL, MCDO		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		42.08	HOLIDAY STNSTORE , FUEL, KAPL		77912	JULY 15 COMDATA FUEL	0220.6223		GASOLINE
		79.50	HOLIDAY STNSTORE , FUEL, HOLL		77912	JULY 15 COMDATA FUEL	0311.6223		GASOLINE
		62.48	LITTLE DUKES RAMSEY , FUEL, MA		77912	JULY 15 COMDATA FUEL	0311.6223		GASOLINE
		40.20	LITTLE DUKES RAMSEY , FUEL, JA		77912	JULY 15 COMDATA FUEL	0240.6223		GASOLINE
		31.83	LITTLE DUKES RAMSEY , FUEL, 1		77912	JULY 15 COMDATA FUEL	0240.6223		GASOLINE
		38.32	LITTLE DUKES RAMSEY , FUEL, JA		77912	JULY 15 COMDATA FUEL	0240.6223		GASOLINE
		28.67	LITTLE DUKES RAMSEY , FUEL, ST		77912	JULY 15 COMDATA FUEL	0194.6223		GASOLINE
		63.63	LITTLE DUKES RAMSEY , FUEL, SE		77912	JULY 15 COMDATA FUEL	0311.6223		GASOLINE
		46.36	LITTLE DUKES RAMSEY , FUEL, SE		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		42.27	LITTLE DUKES RAMSEY , FUEL, JA		77912	JULY 15 COMDATA FUEL	0240.6223		GASOLINE
		40.11	LITTLE DUKES RAMSEY , FUEL, JA		77912	JULY 15 COMDATA FUEL	0240.6223		GASOLINE
		10.19	LITTLE DUKES RAMSEY , FUEL, SE		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		54.41	LITTLE DUKES RAMSEY , FUEL, ST		77912	JULY 15 COMDATA FUEL	0194.6223		GASOLINE
		51.90	LITTLE DUKES RAMSEY , FUEL, BR		77912	JULY 15 COMDATA FUEL	0194.6223		GASOLINE
		60.68	LITTLE DUKES RAMSEY , FUEL, MC		77912	JULY 15 COMDATA FUEL	0301.6223		GASOLINE
		75.13	LITTLE DUKES RAMSEY , FUEL, BE		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		76.54	LITTLE DUKES RAMSEY , FUEL, BE		77912	JULY 15 COMDATA	0452.6223		GASOLINE

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		49.30	LITTLE DUKES RAMSEY , FUEL, RI		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		125.16	LITTLE DUKES RAMSEY , FUEL, SE		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		110.46	LITTLE DUKES RAMSEY , FUEL, TA		77912	JULY 15 COMDATA FUEL	0311.6223		GASOLINE
		96.58	LITTLE DUKES RAMSEY , FUEL, TA		77912	JULY 15 COMDATA FUEL	0311.6223		GASOLINE
		92.48	LITTLE DUKES RAMSEY , FUEL, TA		77912	JULY 15 COMDATA FUEL	0311.6223		GASOLINE
		87.69	LITTLE DUKES RAMSEY , FUEL, SE		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		86.87	LITTLE DUKES RAMSEY , FUEL, SE		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		88.53	LITTLE DUKES RAMSEY , FUEL, LO		77912	JULY 15 COMDATA FUEL	0311.6223		GASOLINE
		18.55	BILL'S SUPERETTE , FUEL, CAMA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		25.76	BILL'S SUPERETTE , FUEL, LUEC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		13.14	BILL'S SUPERETTE , FUEL, LUEC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		26.70	BILL'S SUPERETTE , FUEL, LUEC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		44.32	CASEYS GEN STORE , FUEL, HESS		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		23.21	CASEYS GEN STORE , FUEL, DAHL		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		42.30	HOLIDAY STNSTORE , FUEL, STOL		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		53.51	HOLIDAY STNSTORE , FUEL, BONI		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		34.26	HOLIDAY STNSTORE , FUEL, HASS		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		32.52	HOLIDAY STNSTORE , FUEL, CURT		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		36.35	HOLIDAY STNSTORE , FUEL, BLUM		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		12.02	HOLIDAY STNSTORE , FUEL, LUEC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		20.74	HOLIDAY STNSTORE , FUEL, LUEC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		36.58	HOLIDAY STNSTORE , FUEL, VOIT		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		26.64	HOLIDAY STNSTORE , FUEL, LUEC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		32.79	HOLIDAY STNSTORE , FUEL, MOLD		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		32.35	HOLIDAY STNSTORE , FUEL, BAGN		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		36.81	HOLIDAY STNSTORE , FUEL, CURT		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		41.21	HOLIDAY STNSTORE , FUEL, DIXO		77912	JULY 15 COMDATA	0211.6223		GASOLINE

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		32.19	HOLIDAY STNSTORE , FUEL, WEBB		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		38.98	HOLIDAY STNSTORE , FUEL, GARD		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		34.80	HOLIDAY STNSTORE , FUEL, BONIN		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		25.00	HOLIDAY STNSTORE , FUEL, FRAN		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		40.90	HOLIDAY STNSTORE , FUEL, KROL		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		30.61	HOLIDAY STNSTORE , FUEL, HINN		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		40.17	HOLIDAY STNSTORE , FUEL, HINN		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		33.07	HOLIDAY STNSTORE , FUEL, KROL		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		24.13	HOLIDAY STNSTORE , FUEL, KROL		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		33.74	HOLIDAY STNSTORE , FUEL, HESS		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		37.11	HOLIDAY STNSTORE , FUEL, HESS		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		37.07	HOLIDAY STNSTORE , FUEL, HESS		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		41.84	HOLIDAY STNSTORE , FUEL, HASS		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		47.00	HOLIDAY STNSTORE , FUEL, CURT		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		42.95	KWIK TRIP , FUEL, DIXON		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		31.65	LITTLE DUKES RAMSEY , FUEL, CU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		41.53	LITTLE DUKES RAMSEY , FUEL, RO		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		32.63	LITTLE DUKES RAMSEY , FUEL, CU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		36.41	LITTLE DUKES RAMSEY , FUEL, CU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		37.57	LITTLE DUKES RAMSEY , FUEL, BL		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		32.77	LITTLE DUKES RAMSEY , FUEL, CU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		33.09	LITTLE DUKES RAMSEY , FUEL, CU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		38.56	LITTLE DUKES RAMSEY , FUEL, RE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		39.13	LITTLE DUKES RAMSEY , FUEL, RE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		11.20	LITTLE DUKES RAMSEY , FUEL, CA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		11.86	LITTLE DUKES RAMSEY , FUEL, BE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		21.41	LITTLE DUKES RAMSEY , FUEL, CA		77912	JULY 15 COMDATA	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081415	8/14/2015		108768 COMDATA NETWORK INC						Continued.
						FUEL			
		31.52	LITTLE DUKES RAMSEY , FUEL, CA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		19.08	LITTLE DUKES RAMSEY , FUEL, CA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		10.44	LITTLE DUKES RAMSEY , FUEL, BE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		34.06	LITTLE DUKES RAMSEY , FUEL, RE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		35.97	LITTLE DUKES RAMSEY , FUEL, RE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		14.03	LITTLE DUKES RAMSEY , FUEL, BE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		12.10	LITTLE DUKES RAMSEY , FUEL, CA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		17.64	LITTLE DUKES RAMSEY , FUEL, CA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		15.83	LITTLE DUKES RAMSEY , FUEL, CA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		12.42	LITTLE DUKES RAMSEY , FUEL, CA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		31.30	LITTLE DUKES RAMSEY , FUEL, BE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		28.19	LITTLE DUKES RAMSEY , FUEL, RE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		20.85	LITTLE DUKES RAMSEY , FUEL, CA		77912	JULY 15 COMDATA FUEL	0311.6223		GASOLINE
		19.50	LITTLE DUKES RAMSEY , FUEL, LU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		29.05	LITTLE DUKES RAMSEY , FUEL, LU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		40.16	LITTLE DUKES RAMSEY , FUEL, VO		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		39.51	LITTLE DUKES RAMSEY , FUEL, VO		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		49.88	LITTLE DUKES RAMSEY , FUEL, VO		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		31.52	LITTLE DUKES RAMSEY , FUEL, VO		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		11.32	LITTLE DUKES RAMSEY , FUEL, LU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		31.05	LITTLE DUKES RAMSEY , FUEL, BA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		29.89	LITTLE DUKES RAMSEY , FUEL, BA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		38.18	LITTLE DUKES RAMSEY , FUEL, BA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		11.58	LITTLE DUKES RAMSEY , FUEL, MO		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		21.09	LITTLE DUKES RAMSEY , FUEL, BA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		16.32	LITTLE DUKES RAMSEY , FUEL, CU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		33.98	LITTLE DUKES RAMSEY , FUEL, SC		77912	JULY 15 COMDATA	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081415	8/14/2015		108768 COMDATA NETWORK INC						Continued.
						FUEL			
		22.91	LITTLE DUKES RAMSEY , FUEL, BA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		31.75	LITTLE DUKES RAMSEY , FUEL, BA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		26.48	LITTLE DUKES RAMSEY , FUEL, BA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		27.99	LITTLE DUKES RAMSEY , FUEL, BA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		31.92	LITTLE DUKES RAMSEY , FUEL, SC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		26.98	LITTLE DUKES RAMSEY , FUEL, SC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		26.39	LITTLE DUKES RAMSEY , FUEL, SC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		40.55	LITTLE DUKES RAMSEY , FUEL, CU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		19.20	LITTLE DUKES RAMSEY , FUEL, SC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		34.69	LITTLE DUKES RAMSEY , FUEL, DA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		28.54	LITTLE DUKES RAMSEY , FUEL, SC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		26.71	LITTLE DUKES RAMSEY , FUEL, SC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		31.84	LITTLE DUKES RAMSEY , FUEL, SC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		28.90	LITTLE DUKES RAMSEY , FUEL, SC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		32.85	LITTLE DUKES RAMSEY , FUEL, SC		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		42.13	LITTLE DUKES RAMSEY , FUEL, DA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		40.53	LITTLE DUKES RAMSEY , FUEL, DA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		42.17	LITTLE DUKES RAMSEY , FUEL, DA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		29.71	LITTLE DUKES RAMSEY , FUEL, WE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		38.33	LITTLE DUKES RAMSEY , FUEL, HE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		24.93	LITTLE DUKES RAMSEY , FUEL, HE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		23.06	LITTLE DUKES RAMSEY , FUEL, HE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		33.80	LITTLE DUKES RAMSEY , FUEL, HE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		32.24	LITTLE DUKES RAMSEY , FUEL, HE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		30.21	LITTLE DUKES RAMSEY , FUEL, HE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		36.86	LITTLE DUKES RAMSEY , FUEL, WE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		31.52	LITTLE DUKES RAMSEY , FUEL, WE		77912	JULY 15 COMDATA	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081415	8/14/2015		108768 COMDATA NETWORK INC						Continued.
		31.91	LITTLE DUKES RAMSEY , FUEL, WE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		46.03	LITTLE DUKES RAMSEY , FUEL, WE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		52.10	LITTLE DUKES RAMSEY , FUEL, HE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		45.38	LITTLE DUKES RAMSEY , FUEL, ST		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		47.35	LITTLE DUKES RAMSEY , FUEL, ST		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		60.93	LITTLE DUKES RAMSEY , FUEL, ST		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		53.97	LITTLE DUKES RAMSEY , FUEL, ST		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		50.63	LITTLE DUKES RAMSEY , FUEL, ST		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		32.86	LITTLE DUKES RAMSEY , FUEL, ST		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		50.97	LITTLE DUKES RAMSEY , FUEL, ST		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		63.17	LITTLE DUKES RAMSEY , FUEL, BO		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		50.62	LITTLE DUKES RAMSEY , FUEL, BO		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		37.86	LITTLE DUKES RAMSEY , FUEL, ST		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		23.74	LITTLE DUKES RAMSEY , FUEL, FR		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		38.55	LITTLE DUKES RAMSEY , FUEL, HI		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		19.79	LITTLE DUKES RAMSEY , FUEL, RE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		31.65	LITTLE DUKES RAMSEY , FUEL, KR		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		29.37	LITTLE DUKES RAMSEY , FUEL, HI		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		23.38	LITTLE DUKES RAMSEY , FUEL, KR		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		30.10	LITTLE DUKES RAMSEY , FUEL, HI		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		16.96	LITTLE DUKES RAMSEY , FUEL, KR		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		20.74	LITTLE DUKES RAMSEY , FUEL, HI		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		29.22	LITTLE DUKES RAMSEY , FUEL, KR		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		35.24	LITTLE DUKES RAMSEY , FUEL, HI		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		43.44	LITTLE DUKES RAMSEY , FUEL, HI		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		30.92	LITTLE DUKES RAMSEY , FUEL, HI		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		30.19	LITTLE DUKES RAMSEY , FUEL, HE		77912	JULY 15 COMDATA	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081415	8/14/2015		108768 COMDATA NETWORK INC						Continued.
		15.29	LITTLE DUKES RAMSEY , FUEL, CA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		28.69	LITTLE DUKES RAMSEY , FUEL, KR		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		26.89	LITTLE DUKES RAMSEY , FUEL, KR		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		20.87	LITTLE DUKES RAMSEY , FUEL, KR		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		17.14	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		43.11	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		26.43	LITTLE DUKES RAMSEY , FUEL, HE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		23.70	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		21.60	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		40.40	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		35.38	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		44.48	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		30.11	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		28.37	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		22.73	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		32.77	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		31.51	LITTLE DUKES RAMSEY , FUEL, GA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		55.60	LITTLE DUKES RAMSEY , FUEL, HA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		49.79	LITTLE DUKES RAMSEY , FUEL, DA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		56.63	LITTLE DUKES RAMSEY , FUEL, HA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		38.62	LITTLE DUKES RAMSEY , FUEL, DA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		37.20	LITTLE DUKES RAMSEY , FUEL, DA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		12.67	LITTLE DUKES RAMSEY , FUEL, CU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		19.15	LITTLE DUKES RAMSEY , FUEL, CU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		36.78	LITTLE DUKES RAMSEY , FUEL, KA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		14.02	LITTLE DUKES RAMSEY , FUEL, LU		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		36.44	SHELL OIL , FUEL, CURTIS		77912	JULY 15 COMDATA	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081415	8/14/2015		108768 COMDATA NETWORK INC						Continued.
		30.42	SUPERAMERICA , FUEL, BLUML		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		42.30	SUPERAMERICA , FUEL, ROSSUM		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		37.53	SUPERAMERICA , FUEL, CURTIS		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		39.96	SUPERAMERICA , FUEL, VOIT		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		63.19	SUPERAMERICA , FUEL, VOIT		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		25.22	SUPERAMERICA , FUEL, DIXON		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		39.71	SUPERAMERICA , FUEL, DAHLBERG		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		26.00	SUPERAMERICA , FUEL, DAHLBERG		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		37.52	SUPERAMERICA , FUEL, DAHLBERG		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		51.27	SUPERAMERICA , FUEL, BONINE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		31.50	SUPERAMERICA , FUEL, HINNENKA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		26.00	SUPERAMERICA , FUEL, HINNENKA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		26.33	SUPERAMERICA , FUEL, HINNENKA		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		40.45	SUPERAMERICA , FUEL, GARDNER		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		37.49	SUPERAMERICA , FUEL, GARDNER		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		62.48	SUPERAMERICA , FUEL, HESSE		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		41.25	SUPERAMERICA , FUEL, KATERS		77912	JULY 15 COMDATA FUEL	0211.6223		GASOLINE
		29.66	LITTLE DUKES RAMSEY , FUEL, SE		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		40.38	LITTLE DUKES RAMSEY , FUEL, SE		77912	JULY 15 COMDATA FUEL	0452.6223		GASOLINE
		50.55	LITTLE DUKES RAMSEY , FUEL, ER		77912	JULY 15 COMDATA FUEL	9601.6223		GASOLINE
		62.22	LITTLE DUKES RAMSEY , FUEL, ER		77912	JULY 15 COMDATA FUEL	9601.6223		GASOLINE
		79.60	BILL'S SUPERETTE , FUEL, GRAF		77912	JULY 15 COMDATA FUEL	9602.6223		GASOLINE
		75.77	LITTLE DUKES RAMSEY , FUEL, GR		77912	JULY 15 COMDATA FUEL	9602.6223		GASOLINE
		80.80	CASEYS GEN STORE , FUEL, GRAF		77912	JULY 15 COMDATA FUEL	9602.6223		GASOLINE
		71.00	HOLIDAY STNSTORE , FUEL, GRAF		77912	JULY 15 COMDATA FUEL	9602.6223		GASOLINE
		18,490.75							
99081417	8/14/2015		107962 TASC						
		2,564.19			77899	08131514480910	9101.2176		LIFE/HEALTH-EMPLOYEE

CITY OF RAMSEY

Council Check Register by GL

Council Check Register and Summary

8/6/2015 -- 12/31/2015

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99081417	8/14/2015		107962 TASC						Continued.
		2,564.19							
99081915	8/19/2015		100629 MN DEPT OF REV SALES TX						
		90.63			78004	JUL15 SALES TAX	9101.4305		RENTAL FEES
		15.96			78004	JUL15 SALES TAX	9101.4328		ACCIDENT REPORTS
		3.31			78004	JUL15 SALES TAX	9101.4308		SALES OF MAPS & PUBLI
		.14			78004	JUL15 SALES TAX	9101.4609		OTHER MISCELLANEOUS
		117.54			78004	JUL15 SALES TAX	9601.2082		SALES/USE TAX PAYABLE
		13,800.25			78004	JUL15 SALES TAX	9601.2082		SALES/USE TAX PAYABLE
		505.17			78004	JUL15 SALES TAX	9601.2085		ANOKA COUNTY TRANSI
		14,533.00							
99291758	8/14/2015		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		3,434.00			77901	08131514480912	9101.2175		DEFERRED COMPENSAT
		3,434.00							
99293008	8/14/2015		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		1,283.37			77902	08131514480913	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,283.37							
		208,914.70	Grand Total						

Payment Instrument Totals

Checks	76,911.59
EFT Payments	132,003.11
Total Payments	208,914.70

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	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
106639	3M	SIGN MATERIAL	PV	77834	001	09101	7/27/2015	TP52396	750.00
	3M				Summary Total				750.00
	P O BOX 844127	SIGN MATERIAL	PV	77986	001	09101	8/10/2015	TP55035	1,560.00
	DALLAS TX 75284-4127				Summary Total				1,560.00
					Payment Amount				2,310.00
111385	ACHIEVE SERVICES INC	DOCUMENT SHREDDING	PV	77918	001	09101	7/30/2015	9530	70.20
	ACHIEVE SERVICES INC 1201 89TH AVENUE NE BLAINE MN 55434				Summary Total				70.20
					Payment Amount				70.20
110402	ADVANCE AUTO PARTS	JULY 2015 PURCHASES	PV	77919	001	09101	7/31/2015	1872583256 JULY 15	192.98
	ADVANCE AUTO PARTS	JULY 2015 PURCHASES	PV	77919	002	09101	7/31/2015	1872583256 JULY 15	79.92
	AAP FINANCIAL SERVICES	JULY 2015 PURCHASES	PV	77919	003	09101	7/31/2015	1872583256 JULY 15	33.00
	P O BOX 742063	JULY 2015 PURCHASES	PV	77919	004	09101	7/31/2015	1872583256 JULY 15	11.80
	ATLANTA GA 30374-2063				Summary Total				317.70
					Payment Amount				317.70
100017	AIRGAS USA, LLC	CYLINDER RENTAL	PV	77920	001	09101	7/31/2015	9929185620	26.40
	AIRGAS USA LLC P O BOX 802576 CHICAGO IL 60680-2576				Summary Total				26.40
					Payment Amount				26.40
108664	AMERICAN VENDING INC	COFFEE	PV	77835	001	09101	7/21/2015	8805	113.70
	AMERICAN VENDING INC 10787 93RD AVENUE N MAPLE GROVE MN 55369				Summary Total				113.70
					Payment Amount				113.70
100035	ANOKA COUNTY CENTRAL COMMUNICATIONS	JUNE 2015 INTERNET ACCESS	PV	77837	001	09101	7/15/2015	2015-324	638.74
	ANOKA COUNTY CENTRAL COMMUNICATIONS 325 EAST MAIN STREET ANOKA MN 55303				Summary Total				638.74
					Payment Amount				638.74
107587	ANOKA COUNTY TREASURY	SEPT 2015 BROADBAND	PV	77921	001	09101	8/4/2015	B150804O	604.50

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Payment Instrument		Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	DEPARTMENT								
	ANOKA COUNTY TREASURY DEPARTMENT			Summary Total					604.50
	2100 THIRD AVENUE	2015 2ND QTR SIGNAL MAINT	PV	77922	001	09101	7/28/2015	H150729H	3,489.63
	ANOKA MN 55303			Summary Total					3,489.63
				Payment Amount					4,094.13
111377	ANOKA MUNICIPAL UTILITY	RAMSEY STREET LIGHTS	PV	77982	001	09603	8/10/2015	22-990005-01JULY15	56.80
	ANOKA MUNICIPAL UTILITY			Summary Total					56.80
	CITY HALL	14034 DYSPOSIUM ST LT	PV	77983	001	09603	8/10/2015	22-610280-00 JULY15	41.37
	2015 FIRST AVENUE NO			Summary Total					41.37
	ANOKA MN 55303	BUNKER LK BLVD/DYSPOSIUM	PV	77984	001	09101	8/10/2015	22-612000-01JULY15	37.77
				Summary Total					37.77
		CTY RD 116/HWY 47 SIGNAL	PV	77985	001	09101	8/10/2015	22-613120-01 JULY 2015	138.58
				Summary Total					138.58
				Payment Amount					274.52
100052	ANOKA POLICE DEPARTMENT	ANIMAL CONTAINMENT JULY 2015	PV	77836	001	09101	8/3/2015	080315	630.00
	ANOKA POLICE DEPARTMENT 275 HARRISON STREET ANOKA MN 55303			Summary Total					630.00
				Payment Amount					630.00
113508	APPRIZE TECHNOLOGY SOLUTIONS	ENROLL ADMIN FEE AUG 15	PV	77923	001	09101	8/1/2015	11197	300.00
	APPRIZE TECHNOLOGY SOLUTIONS 1660 S. HWY 100 SUITE 290 ST LOUIS PARK MN 55416			Summary Total					300.00
				Payment Amount					300.00
100063	ASPEN MILLS	K. CAMACHO- BODY ARMOR	PV	77838	001	09101	7/24/2015	168059	778.95
	ASPEN MILLS			Summary Total					778.95
	8201 C CENTRAL AVE NE	MISC PD PATCHES	PV	77839	001	09101	7/28/2015	168188	1,196.00

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	SPRING LAKE PARK MN 55432			Summary Total					1,196.00
		BODY ARMOR	PV	77840	001	09101	7/30/2015	168358	239.85
				Summary Total					239.85
		K BERAN- BODY ARMOR	PV	77841	001	09101	7/31/2015	168382	778.95
				Summary Total					778.95
		K. BERAN- MISC	PV	77842	001	09101	7/30/2015	168359	1,063.30
				Summary Total					1,063.30
				Payment Amount					4,057.05
101152	BKV GROUP INC	MASTER PLAN JULY 2015 SERVICES	PV	77925	001	09436	7/25/2015	40600	588.32
	BKV GROUP INC			Summary Total					588.32
	222 NORTH 2ND STREET	RAMSEY FIRE STAT JULY 15 SERV	PV	77926	001	09436	7/25/2015	40599	3,697.58
	MINNEAPOLIS MN 55401			Summary Total					3,697.58
				Payment Amount					4,285.90
108513	BLAINE LOCK AND SAFE, INC.	MISC CITY PARKS	PV	77924	001	09101	8/5/2015	16563	1,605.00
	BLAINE LOCK AND SAFE, INC. 12052 CENTRAL AVE NE BLAINE MN 55434			Summary Total					1,605.00
				Payment Amount					1,605.00
100647	BOLTON AND MENK, INC	EDA/BUSINESS PRK JULY 15	PV	77927	001	09201	7/28/2015	0180607	24,156.00
	BOLTON AND MENK, INC			Summary Total					24,156.00
	1960 PREMIER DRIVE	MISS RIVER TRAIL	PV	77928	001	09805	7/28/2015	0180610	5,562.00
	MANKATO MN 56001-5900			Summary Total					5,562.00
				Payment Amount					29,718.00
100652	CARM DISTRIBUTING INC	FD TOWELS	PV	77931	001	09101	7/22/2015	70051	148.00
	CARM DISTRIBUTING INC 894 PAYNE AVENUE ST PAUL MN 55101			Summary Total					148.00
				Payment Amount					148.00
110537	CARRIER CORPORATION	WORK AT CITY HALL	PV	77929	001	09101	8/4/2015	B002470694	7,897.00

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	CARRIER CORPORATION				Summary Total				7,897.00
	P O BOX 93844	WORK AT RAMP	PV	77930	001	09240	7/23/2015	B002467884	1,350.00
	CHICAGO IL 60673-3844				Summary Total				1,350.00
					Payment Amount				9,247.00
112019	CENTRAL HYDRAULICS INC	MISC PARTS	PV	77843	001	09101	8/3/2015	0037692	75.70
	CENTRAL HYDRAULICS INC	MISC PARTS	PV	77843	002	09101	8/3/2015	0037692	75.70
	21877 INDUSTRIAL COURT				Summary Total				151.40
	ROGERS MN 55374				Payment Amount				151.40
111496	CENTRAL TURF AND IRRIGATION SUPPLY	MISC SUPPLIES	PV	77932	001	09101	8/4/2015	6045516-00	549.26
	CENTRAL TURF AND IRRIGATION SUPPLY				Summary Total				549.26
	8 WILLIAMS STREET								
	ELMSFORD NY 10523				Payment Amount				549.26
108228	COBORNS	FLOWERS- FERIANCEK BABY	PV	77934	001	09101	7/31/2015	073115	47.08
	COBORNS				Summary Total				47.08
	1445 EAST HIGHWAY 23								
	P O BOX 1502								
	ST CLOUD MN 56302				Payment Amount				47.08
100111	COMMERCIAL ASPHALT COMPANY	ASPHALT	PV	77935	001	09101	7/31/2015	150731	257.55
	COMMERCIAL ASPHALT COMPANY				Summary Total				257.55
	P O BOX 1480								
	MAPLE GROVE MN 55311-6480				Payment Amount				257.55
100125	COUNTRYSIDE PRINTING INC	BUS CARDS-MOLDENHAUER	PV	77844	001	09101	8/3/2015	33429	59.00
	COUNTRYSIDE PRINTING				Summary Total				59.00
	6250 BUNKER LAKE BLVD NW	PD BUSINESS CARDS	PV	77936	001	09101	8/7/2015	33441	59.00
	SUITE 113				Summary Total				59.00

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Payment Instrument		Check Payment
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Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	RAMSEY MN 55303								
				Payment Amount					118.00
100131	CULLIGAN OF ANOKA	AUG/SEPT 2015 LEASE	PV	77937	001	09101	7/31/2015	100X04840208	123.80
	CULLIGAN			Summary Total					123.80
	DEPARTMENT 8509								
	P O BOX 77043								
	MINNEAPOLIS MN 55480-7743								
				Payment Amount					123.80
114850	DEBACKER, BILL	REIMBURSE FOR GOLF TOURNEY	PV	77987	001	09230	8/13/2015	081315	99.00
	BILL DEBACKER			Summary Total					99.00
	6390 MCKINLEY STREET NW								
	RAMSEY MN 55303								
				Payment Amount					99.00
100144	DEHN OIL COMPANY	DIESEL FUEL	PV	77938	001	09101	8/4/2015	40985	974.00
	DEHN OIL COMPANY			Summary Total					974.00
	6735 141ST AVENUE NW	DIESEL FUEL	PV	77939	001	09101	8/4/2015	40986	1,032.00
	RAMSEY MN 55303			Summary Total					1,032.00
				Payment Amount					2,006.00
106565	DRYDEN EXCAVATING	VARIOLITE STREET REPAIR	PV	77988	001	09101	6/26/2015	062615	37,904.60
	DRYDEN EXCAVATING			Summary Total					37,904.60
	6700 VIKING BLVD NW								
	ANOKA MN 55303								
				Payment Amount					37,904.60
100158	ECM PUBLISHERS INC	DISCLOSE TAX DISTRICTS	PV	77845	001	09201	7/24/2015	240802	26.88
	ECM PUBLISHERS INC	DISCLOSE TAX DISTRICTS	PV	77845	002	09201	7/24/2015	240802	26.88
	4095 COON RAPIDS BLVD	DISCLOSE TAX DISTRICTS	PV	77845	003	09201	7/24/2015	240802	26.88
	COON RAPIDS MN 55433	DISCLOSE TAX DISTRICTS	PV	77845	004	09201	7/24/2015	240802	26.88
		DISCLOSE TAX DISTRICTS	PV	77845	005	09201	7/24/2015	240802	26.88
		DISCLOSE TAX	PV	77845	006	09201	7/24/2015	240802	26.88

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Payment Instrument Check Payment
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
		DISTRICTS							
		DISCLOSE TAX	PV	77845	007	09201	7/24/2015	240802	26.88
		DISTRICTS							
		DISCLOSE TAX	PV	77845	008	09201	7/24/2015	240802	26.84
		DISTRICTS							
					Summary Total				215.00
		AD PATROL OFFICER	PV	77940	001	09101	8/2/2015	243411	315.00
					Summary Total				315.00
		ORD 15-12	PV	77941	001	09101	7/31/2015	242849	64.50
					Summary Total				64.50
					Payment Amount				594.50
106624	EHLERS AND ASSOCIATES, INC EHLERS & ASSOCIATES, INC 3060 CENTRE POINTE DRIVE ROSEVILLE MN 55113-1105	TIF REPORTING	PV	77846	001	09201	7/10/2015	68019	19.22
		TIF REPORTING	PV	77846	002	09201	7/10/2015	68019	19.22
		TIF REPORTING	PV	77846	003	09201	7/10/2015	68019	19.22
		TIF REPORTING	PV	77846	004	09201	7/10/2015	68019	19.22
		TIF REPORTING	PV	77846	005	09201	7/10/2015	68019	19.22
		TIF REPORTING	PV	77846	006	09201	7/10/2015	68019	19.22
		TIF REPORTING	PV	77846	007	09201	7/10/2015	68019	19.22
		TIF REPORTING	PV	77846	008	09201	7/10/2015	68019	19.21
					Summary Total				153.75
		TIF CONSULTING	PV	77989	001	09230	8/10/2015	68253	892.50
					Summary Total				892.50
		TIF REPORTING	PV	77990	001	09601	8/10/2015	68251	963.28
		TIF REPORTING	PV	77990	002	09601	8/10/2015	68251	963.28
		TIF REPORTING	PV	77990	003	09601	8/10/2015	68251	963.28
		TIF REPORTING	PV	77990	004	09601	8/10/2015	68251	963.28
		TIF REPORTING	PV	77990	005	09601	8/10/2015	68251	963.28
		TIF REPORTING	PV	77990	006	09601	8/10/2015	68251	963.28
		TIF REPORTING	PV	77990	007	09601	8/10/2015	68251	963.28
		TIF REPORTING	PV	77990	008	09601	8/10/2015	68251	963.29
					Summary Total				7,706.25
					Payment Amount				8,752.50
100164	ELECTRIC SYSTEMS OF ANOKA INC ELECTRIC SYSTEMS OF ANOKA INC 6314 HIGHWAY 10 NW ANOKA MN 55303	REPAIR SIREN 175TH/WOLVERINE	PV	77942	001	09101	8/7/2015	6059	124.00
					Summary Total				124.00

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Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					124.00
113651	ELECTRO WATCHMAN INC	CANOE/KAYAK CARDS	PV	77847	001	09101	7/29/2015	243473	608.96
	ELECTRO WATCHMAN INC ONE W WATER STREET SUITE 110 ST PAUL MN 55107			Summary Total					608.96
				Payment Amount					608.96
108737	EMERGENCY AUTOMOTIVE TECHNOLOGY INC	ARMREST FOR 351	PV	77848	001	09101	8/4/2015	AW073115-8	84.35
	EMERGENCY AUTOMOTIVE TECHNOLOGY INC 2755 GENEVA AVE N OAKDALE MN 55128			Summary Total					84.35
				Payment Amount					84.35
100170	EMERGENCY MEDICAL PRODUCTS INC	PD MISC	PV	77943	001	09101	8/3/2015	1757513	213.95
	EMERGENCY MEDICAL PRODUCTS INC 25196 NETWORK PLACE CHICAGO IL 60673-1251			Summary Total					213.95
				Payment Amount					213.95
106790	ESRI, INC	MISC COMPUTER	PV	77944	001	09101	7/29/2015	93009946	1,600.00
	ESRI, INC FILE 54630 LOS ANGLES CA 90074-4630			Summary Total					1,600.00
				Payment Amount					1,600.00
113321	FACTORY MOTOR PARTS CO	ELEMENT FOR 333	PV	77849	001	09101	8/4/2015	6-1414580	28.78
	FACTORY MOTOR PARTS CO			Summary Total					28.78
	BIN 139107	MISC SUPPLIES	PV	77850	001	09101	8/10/2015	6-1415170	25.98
	P O BOX 9107			Summary Total					25.98
	MINNEAPOLIS MN 55480-9107	OIL FILTERS	PV	77945	001	09101	8/11/2015	6-1415434	23.88
				Summary Total					23.88
				Payment Amount					78.64
107099	FASTENAL	MISC PARTS	PV	77851	001	09101	7/31/2015	MNTC8130898	61.53

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Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	FASTENAL COMPANY			Summary Total					61.53
	P O BOX 978								
	WINONA MN 55987								
				Payment Amount					61.53
112421	FIRST SCRIBE	ROW WEB AUG 2015	PV	77946	001	09101	8/1/2015	2466822	200.00
	FIRST SCRIBE			Summary Total					200.00
	110 CHESHIRE LANE SUITE 105								
	MINNETONKA MN 55305								
				Payment Amount					200.00
106869	FORESTRY SUPPLIERS INC	LOPPING SHEARS	PV	77852	001	09101	7/30/2015	777871-00	271.54
	FORESTRY SUPPLIERS INC			Summary Total					271.54
	205 WEST RANKIN STREET	LOPPING SHEARS	PV	77947	001	09101	7/31/2015	777875-00	75.53
	P.O. BOX 8397			Summary Total					75.53
	JACKSON MS 39284-8397								
				Payment Amount					347.07
100189	G AND K SERVICES INC	UNIFORM CLEANING	PV	77854	001	09101	7/29/2015	1006221774	90.00
	G AND K SERVICES INC	UNIFORM CLEANING	PV	77854	002	09101	7/29/2015	1006221774	10.00
	P O BOX 842385	UNIFORM CLEANING	PV	77854	003	09101	7/29/2015	1006221774	92.24
	BOSTON MA 02284-2385	UNIFORM CLEANING	PV	77854	004	09101	7/29/2015	1006221774	92.24
				Summary Total					284.48
		FD MATS	PV	77948	001	09101	8/5/2015	1006233083	164.03
				Summary Total					164.03
		UNIFORM CLEANING	PV	77949	001	09101	8/5/2015	1006233085	90.00
		UNIFORM CLEANING	PV	77949	002	09101	8/5/2015	1006233085	10.00
		UNIFORM CLEANING	PV	77949	003	09101	8/5/2015	1006233085	150.19
		UNIFORM CLEANING	PV	77949	004	09101	8/5/2015	1006233085	150.20
				Summary Total					400.39
		UNIFORM CLEANING	PV	77991	001	09101	8/12/2015	1006244474	90.00
		UNIFORM CLEANING	PV	77991	002	09101	8/12/2015	1006244474	10.00
		UNIFORM CLEANING	PV	77991	003	09101	8/12/2015	1006244474	92.24
		UNIFORM CLEANING	PV	77991	004	09101	8/12/2015	1006244474	92.24
				Summary Total					284.48
				Payment Amount					1,133.38
100200	GOPHER STATE ONE CALL INC	261 TICKETS	PV	77853	001	09601	7/31/2015	139688	121.38
	GOPHER STATE ONE CALL	261 TICKETS	PV	77853	002	09601	7/31/2015	139688	121.38

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	18946 LAKE DRIVE EAST	261 TICKETS	PV	77853	003	09601	7/31/2015	139688	121.39
	CHANHASSEN MN 55317			Summary Total					364.15
				Payment Amount					364.15
100204	GRAFIX SHOPPE	GRAPHICS FOR SPEED TRAILER	PV	77950	001	09101	8/3/2015	102121	355.00
	GRAFIX SHOPPE 3240 MIKE COLLINS DRIVE EAGAN MN 55121			Summary Total					355.00
				Payment Amount					355.00
100650	GRAINGER	BATTERIES	PV	77951	001	09101	8/10/2015	9813503563	15.74
	GRAINGER INC DEPT. 806511127 PALATINE IL 60038-0001			Summary Total					15.74
				Payment Amount					15.74
100209	HAKANSON ANDERSON ASSOC INC	RE: GARNET STREET	PV	77952	001	09435	7/30/2015	34824	85.00
	HAKANSON ANDERSON ASSOC INC 3601 THURSTON AVENUE ANOKA MN 55303-1063			Summary Total					85.00
		RE: CENTER STREET	PV	77953	001	09433	7/30/2015	34823	200.00
				Summary Total					200.00
				Payment Amount					285.00
100211	HAWKINS INC	CHEMICALS	PV	77855	001	09601	7/27/2015	3758731	3,826.79
	HAWKINS INC P O BOX 860263 MINNEAPOLIS MN 55486-0263			Summary Total					3,826.79
				Payment Amount					3,826.79
110386	HEALTH PARTNERS	T. BUSHIN- DRUG SCREEN	PV	77954	001	09101	8/1/2015	900025424	55.00
	HEALTH PARTNERS P O BOX 77026 MINNEAPOLIS MN 55480-7726			Summary Total					55.00
				Payment Amount					55.00
112475	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	PV	77955	001	09101	8/7/2015	IN0867757	81.51

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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
	INNOVATIVE OFFICE SOLUTIONS	OFFICE SUPPLIES	PV	77955	002	09101	8/7/2015	IN0867757	57.30
	P O BOX 270107	OFFICE SUPPLIES	PV	77955	003	09101	8/7/2015	IN0867757	5.62
	MINNEAPOLIS MN 55427-0107					Summary Total			144.43
						Payment Amount			144.43
106324	INSPECTRON INC	SERVICES JULY 2015	PV	77992	001	09101	8/11/2015	081115	4,450.00
	INSPECTRON INC CODE COMPLIANCE INSPECTIONS 15120 CHIPPENDALE AVE SUITE 104 ROSEMOUNT MN 55068					Summary Total			4,450.00
						Payment Amount			4,450.00
114281	INSTALL THIS SIGN AND AWNING CO	REPAIR READER BOARD	PV	77993	001	09101	8/10/2015	10666	779.20
	INSTALL THIS SIGN AND AWNING CO 4835 LYNDALE AVE N MINNEAPOLIS MN 55430					Summary Total			779.20
						Payment Amount			779.20
100256	LANO EQUIPMENT INC	SCREWS	PV	77856	001	09101	8/5/2015	02-301018	6.72
	LANO EQUIPMENT INC	SCREWS	PV	77856	002	09101	8/5/2015	02-301018	6.72
	6140 HIGHWAY 10 NW					Summary Total			13.44
	ANOKA MN 55303	MISC FILTERS	PV	77857	001	09101	8/3/2015	02-300674	28.74
		MISC FILTERS	PV	77857	002	09101	8/3/2015	02-300674	28.74
						Summary Total			57.48
		FILTER FOR 671	PV	77858	001	09101	7/31/2015	02-300390	63.40
						Summary Total			63.40
		CREDIT FROM RETURN	PD	77956	001	09101	8/10/2015	02-301742	6.02-
						Summary Total			6.02-
		FILLER CAP-WEED WHIPPER	PV	77957	001	09101	8/11/2015	02-302133	3.75
						Summary Total			3.75
						Payment Amount			132.05
100259	LEAGUE OF MN CITIES INS TRUST	RE J. ERICKSON	PV	77859	001	09702	7/31/2015	073115	197.45
	LEAGUE OF MN CITIES INS TRUST C/O BERKLEY RISK SERVICES INC P O BOX 581517					Summary Total			197.45

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Originator	JLIPSKI
Payment Instrument	Check Payment
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
	MINNEAPOLIS MN 55458-1517								
				Payment Amount					197.45
114282	LOUCKS ASSOCIATES	SERVICES THROUGH JULY 2015	PV	78003	001	09230	8/13/2015	29300	270.00
	LOUCKS ASSOCIATES			Summary Total					270.00
	7200 HEMLOCK LANE SUITE 300								
	MINNEAPOLIS MN 55369								
				Payment Amount					270.00
100268	LRRWMO CITY OF ANOKA	ESC DEPOSIT PERMIT 03-07	PV	77860	001	09468	7/17/2015	344	59.50
	LRRWMO CITY OF ANOKA			Summary Total					59.50
	2015 - 1ST AVENUE NORTH								
	ANOKA MN 55303								
				Payment Amount					59.50
114036	MAJESTIC TENTS AND EVENTS	HAPPY DAYS- TABLES	PV	77994	001	09297	8/18/2015	03618	1,625.00
	MAJESTIC TENTS AND EVENTS			Summary Total					1,625.00
	522 6TH AVENUE NW								
	ROCHESTER MN 55901								
				Payment Amount					1,625.00
100280	MED COMPASS INC	45 SCBA USER-EXAMS	PV	77958	001	09101	7/29/2015	27645	2,720.00
	MED COMPASS INC			Summary Total					2,720.00
	7841 WAYZATA BLVD								
	MINNEAPOLIS MN 55426								
				Payment Amount					2,720.00
100284	MENARDS ELK RIVER	MISC SUPPLIES	PV	77862	001	09601	7/28/2015	84188	7.79
	MENARDS ELK RIVER			Summary Total					7.79
	19521 EVANS STREET NW	MISC SUPPLIES	PV	77863	001	09601	7/28/2015	84182	15.14
	ELK RIVER MN 55330-1077			Summary Total					15.14
		MISC SUPPLIES	PV	77959	001	09101	8/2/2015	84595	55.75
				Summary Total					55.75
		MISC SUPPLIES	PV	77960	001	09602	8/5/2015	84849	180.58
				Summary Total					180.58
				Payment Amount					259.26

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Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100289	METRO SALES INC	JULY-OCT 2015	PV	77861	001	09101	7/24/2015	313248	1,176.56
	METRO SALES INC	JULY-OCT 2015	PV	77861	002	09101	7/24/2015	313248	351.44
	1620 EAST 78TH STEET MINNEAPOLIS MN 55423			Summary Total					1,528.00
				Payment Amount					1,528.00
101164	MILLER CHEVROLET	WORK ON 322	PV	77961	001	09101	8/7/2015	CVCS533336	200.00
	MILLER CHEVROLET	WORK ON 322	PV	77961	002	09101	8/7/2015	CVCS533336	133.84
	21150 JOHN MILLESS DR P O BOX 130 ROGERS MN 55374			Summary Total					333.84
				Payment Amount					333.84
106555	MINNEAPOLIS, CITY OF	JUNE 15 TRANSACTIONS	PV	77865	001	09101	7/20/2015	400413006188	109.80
	MINNEAPOLIS FINANCE DEPT P O BOX 77038 MINNEAPOLIS MN 55480-7738			Summary Total					109.80
				Payment Amount					109.80
100602	MN POLLUTION CONTROL AGENCY	M. GRAF CERT. FEE	PV	77995	001	09602	8/17/2015	081715	45.00
	MINNESOTA POLLUTION CONTROL AGENCY 520 LAFAYETTE ROAD NORTH ST PAUL MN 55155-4194			Summary Total					45.00
				Payment Amount					45.00
113909	MOBILE VEHICLE INTEGRATION	BUILD 351	PV	77866	001	09101	7/26/2015	1507080	1,510.00
	MOBILE VEHICLE INTEGRATION 835 XENIA AVENUE NW ELK RIVER MN 55330			Summary Total					1,510.00
				Payment Amount					1,510.00
100341	MTI DISTRIBUTING INC	BOLT FOR BLADE	PV	77864	001	09101	7/27/2015	1026931-00	48.30
	MTI DISTRIBUTING INC SDS 12-1900 P O BOX 86 MINNEAPOLIS MN 55486-1900			Summary Total					48.30
				Payment Amount					48.30

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Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100345	NAPA AUTO PARTS ELK RIVER	BATTERY FOR 636	PV	77962	001	09101	8/10/2015	813066	179.98
	NAPA AUTO PARTS ELK RIVER				Summary Total				179.98
	17137 YALE STREET NW	PD MISC SUPPLIES	PV	77963	001	09101	8/7/2015	812607	14.28
	P O BOX 1041	PD MISC SUPPLIES	PV	77963	002	09101	8/7/2015	812607	.24
	ELK RIVER MN 55330	PD MISC SUPPLIES	PV	77963	003	09101	8/7/2015	812607	35.98
					Summary Total				50.50
					Payment Amount				230.48
113727	NEOPOST GREAT PLAINS	SEPT 2015 CONTRACT	PV	77964	001	09101	8/6/2015	GPAR40717	455.90
	NEOPOST GREAT PLAINS 701 XENIA AVENUE S SUITE 170 MINNEAPOLIS MN 55416-3595				Summary Total				455.90
					Payment Amount				455.90
100988	NORTHERN SAFETY TECHNOLOGY	RESPONDER- LOW PROFILE	PV	77867	001	09101	7/27/2015	39310	434.90
	NORTHERN SAFETY TECHNOLOGY 5708 UPPER 147TH STREET W SUITE 107 APPLE VALLEY MN 55124				Summary Total				434.90
					Payment Amount				434.90
100363	NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV	77965	001	09101	8/6/2015	176062	207.21
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433				Summary Total				207.21
					Payment Amount				207.21
110547	NORTHWEST LIGHTING SYSTEMS CO.	MISC PARTS	PV	77868	001	09101	8/3/2015	90518	86.22
	NORTHWEST LIGHTING SYSTEMS CO. 12001 RIVERWOOD DRIVE BURNSVILLE MN 55337				Summary Total				86.22
					Payment Amount				86.22
114847	PAVEMENT RESOURCES	PAVEMENT REPAIR	PV	77966	001	09101	8/5/2015	102343	7,550.00
	PAVEMENT RESOURCES				Summary Total				7,550.00

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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	13535 JOHNSON STREET NE HAM LAKE MN 55304								
				Payment Amount					7,550.00
107461	PHILIPS HEALTHCARE	PD BATTERY PACKS	PV	77967	001	09101	7/30/2015	931391497	426.40
	PHILIPS HEALTHCARE P O BOX 100355 ATLANTA GA 30384-0355			Summary Total					426.40
				Payment Amount					426.40
111488	POPP.COM INC	JULY 2015 SERVICES	PV	77968	001	09101	7/31/2015	992279605	107.83
	POPP.COM INC	JULY 2015 SERVICES	PV	77968	002	09101	7/31/2015	992279605	37.74
	620 MENDELSSOHN AVENUE NORTH SUITE 101	JULY 2015 SERVICES	PV	77968	003	09101	7/31/2015	992279605	32.35
	GOLDEN VALLEY MN 55427	JULY 2015 SERVICES	PV	77968	004	09101	7/31/2015	992279605	183.31
		JULY 2015 SERVICES	PV	77968	005	09101	7/31/2015	992279605	32.35
		JULY 2015 SERVICES	PV	77968	006	09101	7/31/2015	992279605	91.65
		JULY 2015 SERVICES	PV	77968	007	09101	7/31/2015	992279605	37.74
		JULY 2015 SERVICES	PV	77968	008	09101	7/31/2015	992279605	80.20
		JULY 2015 SERVICES	PV	77968	009	09101	7/31/2015	992279605	84.72
		JULY 2015 SERVICES	PV	77968	010	09101	7/31/2015	992279605	103.92
		JULY 2015 SERVICES	PV	77968	011	09101	7/31/2015	992279605	61.89
				Summary Total					853.70
				Payment Amount					853.70
113444	PRECISE	DATA/SOFTWARE	PV	77969	001	09101	6/29/2015	200-1005702	195.06
	PRECISE			Summary Total					195.06
	501 EAST CLIFF ROAD SIUTE 100	RETURN- FAULTY DEVICE	PD	77970	001	09101	6/23/2015	CM200-0000438	295.20-
	BURNSVILLE MN 55337			Summary Total					295.20-
		DATA/SOFTWARE	PV	77971	001	09101	7/29/2015	200-1005924	249.57
				Summary Total					249.57
				Payment Amount					149.43
107978	PREMIER COMMERCIAL PROPERTIES INC	JULY 2015 HIGHWAY 10	PV	77869	001	09410	7/31/2015	4479	200.00
	PREMIER COMMERCIAL PROPERTIES INC	JULY 2015 HIGHWAY 10	PV	77869	002	09410	7/31/2015	4479	200.00
	6897 139TH LANE NW	JULY 2015 HIGHWAY 10	PV	77869	003	09410	7/31/2015	4479	200.00
	RAMSEY MN 55303			Summary Total					600.00
				Payment Amount					600.00

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Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100403	QUICKSILVER EXPRESS COURIER	RE: MET COUNCIL	PV	77996	001	09804	7/31/2015	6521239	49.13
	QUICKSILVER EXPRESS COURIER PO BOX 64417 ST PAUL MN 55164-0417					Summary Total			49.13
						Payment Amount			49.13
109867	RES SPECIALTY PYROTECHNICS	HAPPY DAYS-FIREWORKS	PV	77997	001	09297	8/18/2015	081815	6,000.00
	RES SPECIALTY PYROTECHNICS 21595 286TH STREET BELLE PLAIN MN 56011					Summary Total			6,000.00
						Payment Amount			6,000.00
107880	RICK JOHNSON DEER AND BEAVER INC	JULY 2015 1 DEER CALL	PV	77870	001	09101	8/3/2015	080315	90.00
	RICK JOHNSON DEER AND BEAVER INC 18595 XENOLITH STREET NW BURNS TOWNSHIP MN 55303					Summary Total			90.00
						Payment Amount			90.00
102224	RIVER CITY SHEET METAL, INC	CANCELLED PERMIT RA030775	PV	77998	001	09101	8/17/2015	081715	26.00
	RIVER CITY SHEET METAL, INC	CANCELLED PERMIT RA030775	PV	77998	002	09101	8/17/2015	081715	1.00
	8290 MAIN STREET NE SUITE 39 FRIDLEY MN 55432					Summary Total			27.00
						Payment Amount			27.00
100431	SAFETY KLEEN CORPORATION	RECYCLE OIL	PV	77972	001	09101	8/1/2015	CON0084534	104.69
	SAFETY KLEEN CORPORATION PO BOX 382066 PITTSBURGH PA 15250-8066					Summary Total			104.69
						Payment Amount			104.69
107711	SCHINDLER ELEVATOR	CITY HALL AUG-SEPT 2015	PV	77973	001	09101	8/1/2015	8104062480	571.50
	SCHINDLER ELEVATOR					Summary Total			571.50

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Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	P O BOX 93050 CHICAGO IL 60673-3050								
				Payment Amount					571.50
114269	SPEEDCUTTERS OUTDOOR MAINTENANCE LLC	MISC LAWN CARE JULY 2015	PV	77974	001	09101	8/2/2015	M1791	4,394.00
	SPEEDCUTTERS OUTDOOR MAINTENANCE LLC 18523 OLSON STREET NW ELK RIVER MN 55330								
				Summary Total					4,394.00
				Payment Amount					4,394.00
100854	ST PAUL, CITY OF	ASPHALT	PV	77933	001	09101	8/3/2015	00010748	1,113.67
	CITY OF ST PAUL 15 W KELLOGG BLVD 700 CITY HALL ST PAUL MN 55102								
				Summary Total					1,113.67
				Payment Amount					1,113.67
108703	STERLING TROPHY	BUSINESS OF THE YEAR PLAQUE	PV	77872	001	09230	8/5/2015	18104	106.60
	STERLING TROPHY 3824 7TH AVENUE ANOKA MN 55303								
				Summary Total					106.60
				Payment Amount					106.60
110313	SUMMIT FIRE PROTECTION	FIRM ALARM-BATTERIES	PV	77871	001	09101	7/28/2015	1075251	494.50
	SUMMIT FIRE PROTECTION 1965 MOMENTUM PLACE CHICAGO IL 60689-5319								
				Summary Total					494.50
				Payment Amount					494.50
109273	TACTICAL SOLUTIONS	BODY ARMOR PD	PV	77873	001	09101	7/21/2015	5080	605.00
	TACTICAL SOLUTIONS 9322 MAGGIE LANE SAVAGE MN 55378								
				Summary Total					605.00
				Payment Amount					605.00
110871	TBEI, INC	MISC SUPPLIES	PV	77999	001	09101	8/6/2015	LC00032183	843.48

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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	CRYSTEEL MANUFACTURING P O BOX 5519 CAROL STREAM IL 60197-5519			Summary Total					843.48
				Payment Amount					843.48
113028	THE MUSIC WORKS INC	HAPPY DAYS-MAIDEN DIXIE	PV	78000	001	09297	8/18/2015	081815	3,000.00
	THE MUSIC WORKS INC P O BOX 447 CENTER CITY MN 55012			Summary Total					3,000.00
				Payment Amount					3,000.00
100485	TIMESAVER OFF SITE SECRETARIAL INC	JULY 2015	PV	77975	001	09101	7/30/2015	M21508	740.50
	TIMESAVER OFF SITE SECRETARIAL INC			Summary Total					740.50
	5291 RIVER OAK DRIVE	AUG 2015 MTGS	PV	78002	001	09101	8/13/2015	M21537	312.00
	SAVAGE MN 55378			Summary Total					312.00
				Payment Amount					1,052.50
112688	TITAN MACHINERY	RETURN- U- JOINT	PD	77874	001	09605	7/24/2015	6309785	120.00-
	TITAN MACHINERY			Summary Total					120.00-
	14375 JAMES ROAD	U- JOINT	PV	77875	001	09605	7/22/2015	6308098	189.27
	ROGERS MN 55374			Summary Total					189.27
				Payment Amount					69.27
100495	TWIN CITIES FLAG SOURCE	MISC FLAGS	PV	77881	001	09101	7/27/2015	28307	211.00
	TWIN CITIES FLAG SOURCE 3240 - 199TH AVENUE NW ANOKA MN 55303			Summary Total					211.00
				Payment Amount					211.00
111742	TWIN CITY WATER CLINIC INC	JULY WATER TESTS	PV	77877	001	09601	8/2/2015	6780	170.00
	TWIN CITY WATER CLINIC INC 617 13TH AVENUE SOUTH HOPKINS MN 55343			Summary Total					170.00
				Payment Amount					170.00

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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
111532	USA INFLATABLES	HAPPY DAYS	PV	78001	001	09297	8/11/2015	081115	2,628.70
	USA INFLATABLES 10964 MISSISSIPPI DRIVE N CHAMPLIN MN 55316							Summary Total	2,628.70
								Payment Amount	2,628.70
114841	WATER TOWER CLEAN AND COAT INC	CLEAN WATER TOWER	PV	77878	001	09601	8/3/2015	WT77783	4,200.00
	WATER TOWER CLEAN AND COAT INC W 11822 REYNOLDS ROAD LODI WI 53555							Summary Total	4,200.00
								Payment Amount	4,200.00
100731	WIEMANN, JOLEEN	REIMBURSE- MISC	PV	77879	001	09101	8/10/2015	081015	10.39
	JOLEEN WIEMANN	REIMBURSE- MISC	PV	77879	002	09101	8/10/2015	081015	2.13
	19295 BURNS PARKWAY NW	REIMBURSE- MISC	PV	77879	003	09101	8/10/2015	081015	19.08
	ANOKA MN 55303	REIMBURSE- MISC	PV	77879	004	09101	8/10/2015	081015	18.99
								Summary Total	50.59
								Payment Amount	50.59
106402	ZEP MANUFACTURING COMPANY	CHERRY BOMBS PW	PV	77976	001	09101	8/5/2015	9001796608	124.90
	ZEP SALES & SERVICE 13237 COLLECTIONS CENTER DRIVE CHICAGO IL 60693							Summary Total	124.90
								Payment Amount	124.90
								Total Amount to be Processed	168,906.19
								Total Number of Payments to be Processed	90

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Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
114754	BRENNAN CONSTRUCTION OF MN INC	PAY EST 3 FIRE STAT MATERIAL	PV	77914	001	09436	8/11/2015	081115	147,207.25
	BRENNAN CONSTRUCTION OF MN INC						Summary Total		147,207.25
	124 E. WALNUT STREET SUITE 20	PAY EST 3 FIRE STAT LABOR	PV	77915	001	09436	8/11/2015	081115A	217,780.85
	MANKATO MN 56001						Summary Total		217,780.85
							Payment Amount		364,988.10
114712	CONSTRUCTION RESULTS CORPORATION	PAY EST 4 RAMP ENCLOSURE	PV	77916	001	09412	8/3/2015	080315	63,260.50
	CONSTRUCTION RESULTS CORPORATION 14170 23RD AVENUE NORTH PLYMOUTH MN 55447						Summary Total		63,260.50
							Payment Amount		63,260.50
101172	KUECHLE UNDERGROUND INC	PAY EST 1 GARNET STREET	PV	77917	001	09435	8/10/2015	081015	250,278.69
	KUECHLE UNDERGROUND INC 10998 STATE HWY 55 PO BOX 509 KIMBALL MN 55353						Summary Total		250,278.69
							Payment Amount		250,278.69
							Total Amount to be Processed		678,527.29
							Total Number of Payments to be Processed		3

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

RESOLUTION #15-08-210

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF AUGUST 6, 2015 THROUGH AUGUST 19, 2015.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of August 6, 2015, through August 19, 2015, in the amount of $ 1,194,574.20 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 August 6, 2015, through August 19, 2015, in the amount of $1,194,574.20.

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

Mayor Strommen
Councilmember Riley
Councilmember LeTourneau
Councilmember Johns
Councilmember Kuzma
Councilmember Shryock
Councilmember Williams

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of August, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 7.**

Meeting Date: 08/25/2015

By: Jo Thieling, Administrative Services

Information

Title

Adopt Resolution #15-08-200 Recognizing Wayne Jeffrey for His Years of Service to the Community and as a Business Owner within the City of Ramsey

Purpose/Background:

Purpose: The purpose of this report is to adopt a resolution recognizing Wayne Jeffrey for his years of service as a Ramsey pharmacist and his years as a successful Ramsey business owner.

Background: Mr. Wayne Jeffrey has retired after over 35 years as a pharmacist in the City of Ramsey and over 26 years as a Ramsey business owner. The Council would like to recognize Mr. Jeffrey for his years of service as well as his continued mission work.

Action:

Motion to adopt Resolution #15-08-200 Recognizing Mr. Wayne Jeffrey for His Years of Service to the Community and as a Business Owner in the City of Ramsey.

Attachments

Resolution Wayne Jeffrey

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/20/2015 08:23 AM
Form Started By: Jo Thieling		Started On: 07/28/2015 04:16 PM
Final Approval Date: 08/20/2015		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-08-200

RESOLUTION RECOGNIZING MR WAYNE JEFFREY FOR HIS YEARS OF SERVICE TO THE COMMUNITY AND AS A BUSINESS OWNER WITHIN THE CITY OF RAMSEY

WHEREAS, Wayne Jeffrey has retired after serving as a pharmacist in the City of Ramsey for 35 years; and

WHEREAS, Mr. Jeffrey was a Ramsey business owner for over 26 years where he grew a patient base of 25,000 and grew a business that employed several people; and

WHEREAS, over the years as a business owner, Wayne Jeffrey sponsored/supported many Ramsey Youth Athletic Association sports groups; and

WHEREAS, customers and fellow pharmacists alike call Mr. Jeffrey compassionate, trusted, professional, caring, and one who went "above and beyond" when it came to service to his patients/customers; and

WHEREAS, Wayne Jeffrey is being honored as well for his humanitarian roles such as medical mission trips to Guatemala and mission trips to the Red Lake Indian Reservation in Minnesota; and

WHEREAS, Wayne is not retiring from his humanitarian roles or his role as friend in the community.

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

1. That the City Council of the City of Ramsey herby publicly recognizes and honors Wayne Jeffrey for his years of service to the area and his accomplishments as a business owner in the City of Ramsey.

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 adopted by the Ramsey City Council this the 25th day of August, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 8.**

Meeting Date: 08/25/2015

By: Geoff Solomonson, Community Development

Information

Title

Adopt Resolution #15-08-209 Affirming an Agreement Regarding a Lawful Non-Conforming Surface Area for the Properties Legally Described as Outlot B and Lot 1, Block 1 Verndale Commercial Park

Purpose/Background:

The purpose of this case is to consider approval of an agreement to a lawful non-conforming surface area for two parcels within Verndale Commercial Park, addressed as 9619 and 9539 Highway 10 NW (the "Subject Property"). These two parcels, together with abutting land in Elk River, have been utilized over the years for motor vehicle sales. The sales office is located in Elk River, but the majority of the display area is located in Ramsey. Questions have been raised in the past regarding the existing surfacing, which is Class V gravel, and whether it is permissible under lawful conforming rules. This case is intended to resolve any uncertainty regarding use of lawful non-conforming surfacing for display of motor vehicles.

Notification:

Notification is not required for this request.

Observations/Alternatives:

The Subject Property is located in the E-1 Employment District. However, motor vehicle sales has occurred on the site prior to this zoning designation and thus, the use itself is considered lawful non-conforming. The Subject Property is currently improved with Class V material (there is asphalt around the sales office, but that is located in Elk River). Staff has been working with the Property Owner and the tenant (PTL Auto) for several weeks to identify an agreeable solution regarding the surfacing.

The property owner contends that the Subject Property is lawful non-conforming regarding surfacing, as it has continuously existed as a car dealership for many years. Staff acknowledges that motor vehicle sales has been the primary use on the Subject Property, but, it is unclear whether the use has ever been terminated for twelve (12) consecutive months, which would eliminate the lawful, non-conforming designation. After reviewing aerial images of the Subject Property, it is evident that a certain area has been utilized with a gravel surface for a significant length of time. Thus, Staff finds it reasonable to delineate that area in an exhibit and accept that as being a lawful non-conforming surface.

Staff prepared an exhibit outlining what it would support as lawful-conforming area regarding surfacing (e.g. the area in which vehicles could be displayed) and provided that to both the Property Owner and Tenant. Both were agreeable to both the twenty (20) foot green space area adjacent to the public road right-of-way along Highway 10 as well as the area designated as lawful non-conforming for surfacing. Staff does want to note that both parties have been very cooperative in finding a reasonable solution to the surfacing concern and believes that this approach will help eliminate future concerns regarding what is and is not permissible for display of motor vehicles on the Subject Property.

It is noted that the City's Strategic Plan identifies this corridor to look at ways to improve the appearance of the corridor through public investment and code enforcement. If this were a new request, Staff would recommend that action be delayed or that the parking surface be upgraded to current standards. However, this appears to be a use that conformed to City Code at the time the use was created and therefore is protected by lawful, non-conforming provisions of Minnesota State Statute Chapter 462.357.

Alternatives

Alternative 1. Approve Resolution #15-08-209 approving the exhibit that outlines the area deemed as lawful non-conforming with regard to surfacing. This will eliminate confusion regarding where vehicles are permitted to be displayed, which benefits the Property Owner, Tenant, and the City when it comes to code enforcement. This action would clearly outline where motor vehicles can lawfully be displayed on the property and also will ensure the twenty (20) foot green space requirement is now maintained on the Subject Property. Staff supports this option.

Alternative 2. Do not approve Resolution #15-08-209. This will result in the Property Owner either challenging the City through the court system regarding lawful non-conforming rights or possibly having to make certain improvements on the Subject Property at a significant cost. City Staff recognizes that the sale of motor vehicles has been the primary (and possibly only) use of the Subject Property for a number of years. It is unclear whether this use has ever been terminated for a period of twelve (12) consecutive months; however, it is acknowledged that the Property Owner has likely intended for this use to continue on the Subject Property even between leases with various tenants. Staff does not support this option.

Funding Source:

This request is being addressed as part of Staff's regular duties.

Recommendation:

Staff recommends approval of the Resolution #15-08-209.

Action:

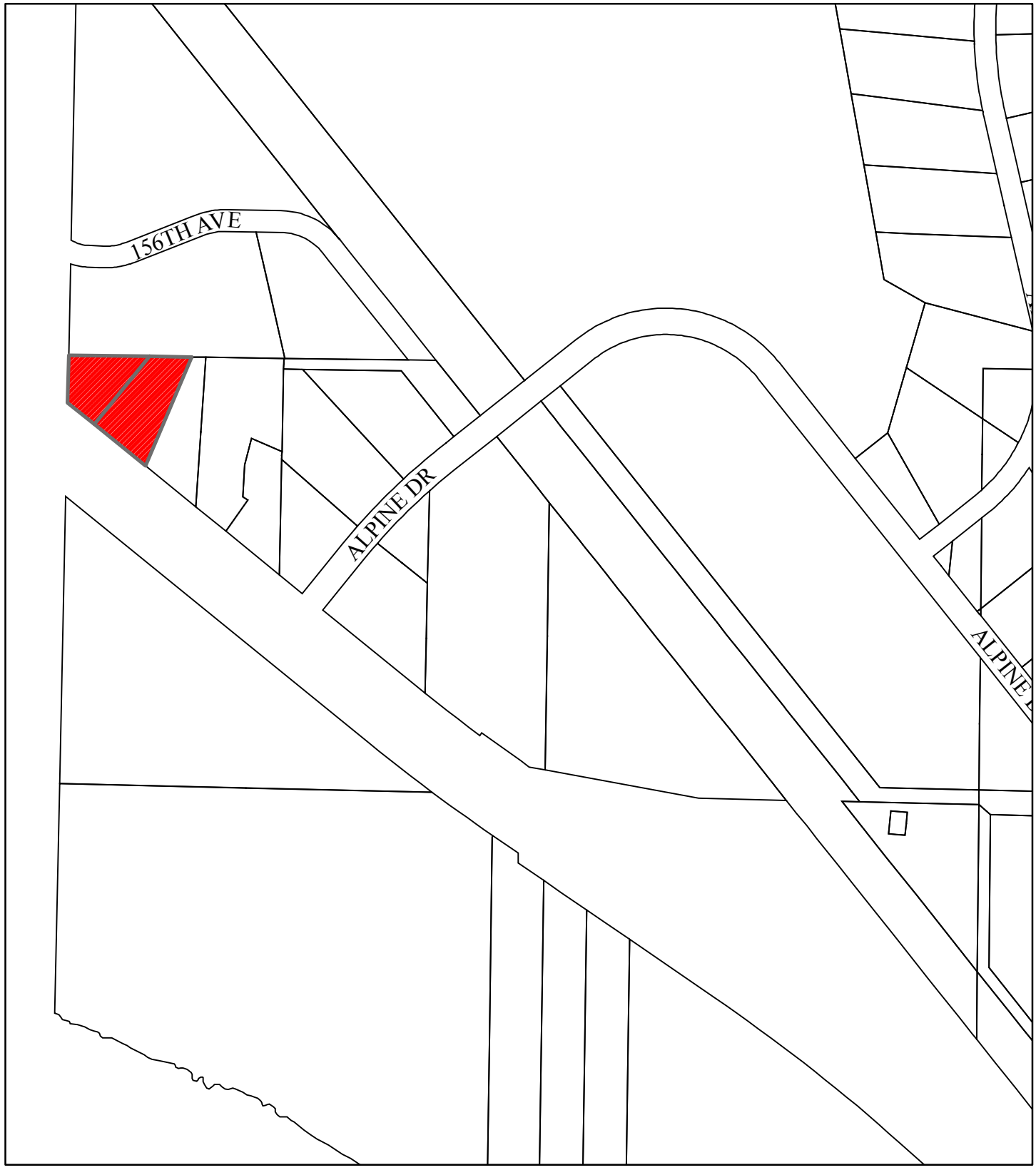
Motion to adopt Resolution #15-08-209 affirming a lawful non-conforming surface area for the properties legally described as Outlot B and Lot 1, Block 1 Verndale Commercial Park.

Attachments

Site Location map
Consent Area
Aerial View of Site
Resolution #15-08-209

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/19/2015 01:15 PM
Tim Gladhill	Tim Gladhill	08/20/2015 09:57 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 11:06 AM
Form Started By: Geoff Solomonson		Started On: 07/29/2015 09:47 AM
Final Approval Date: 08/20/2015		



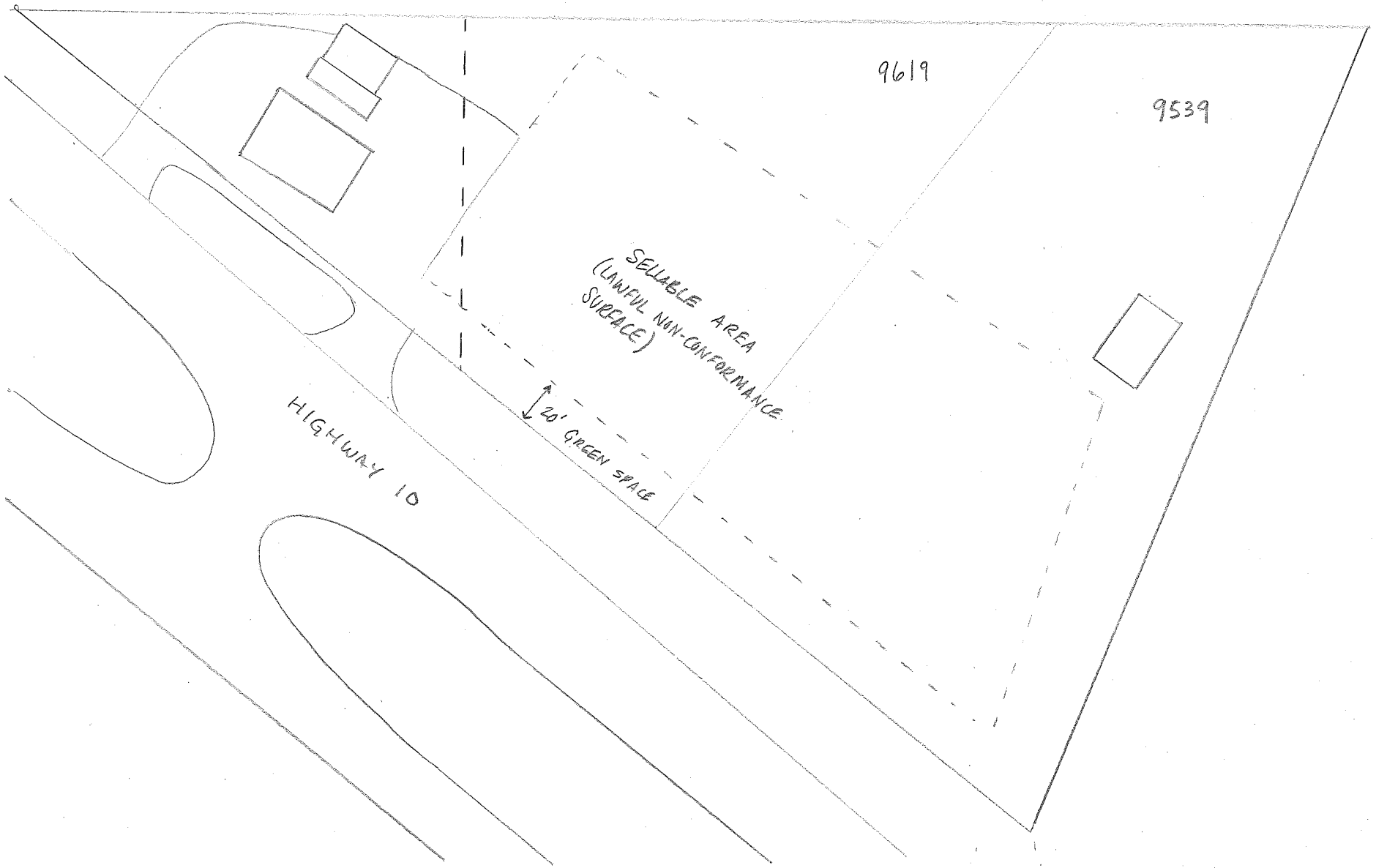
City of RAMSEY

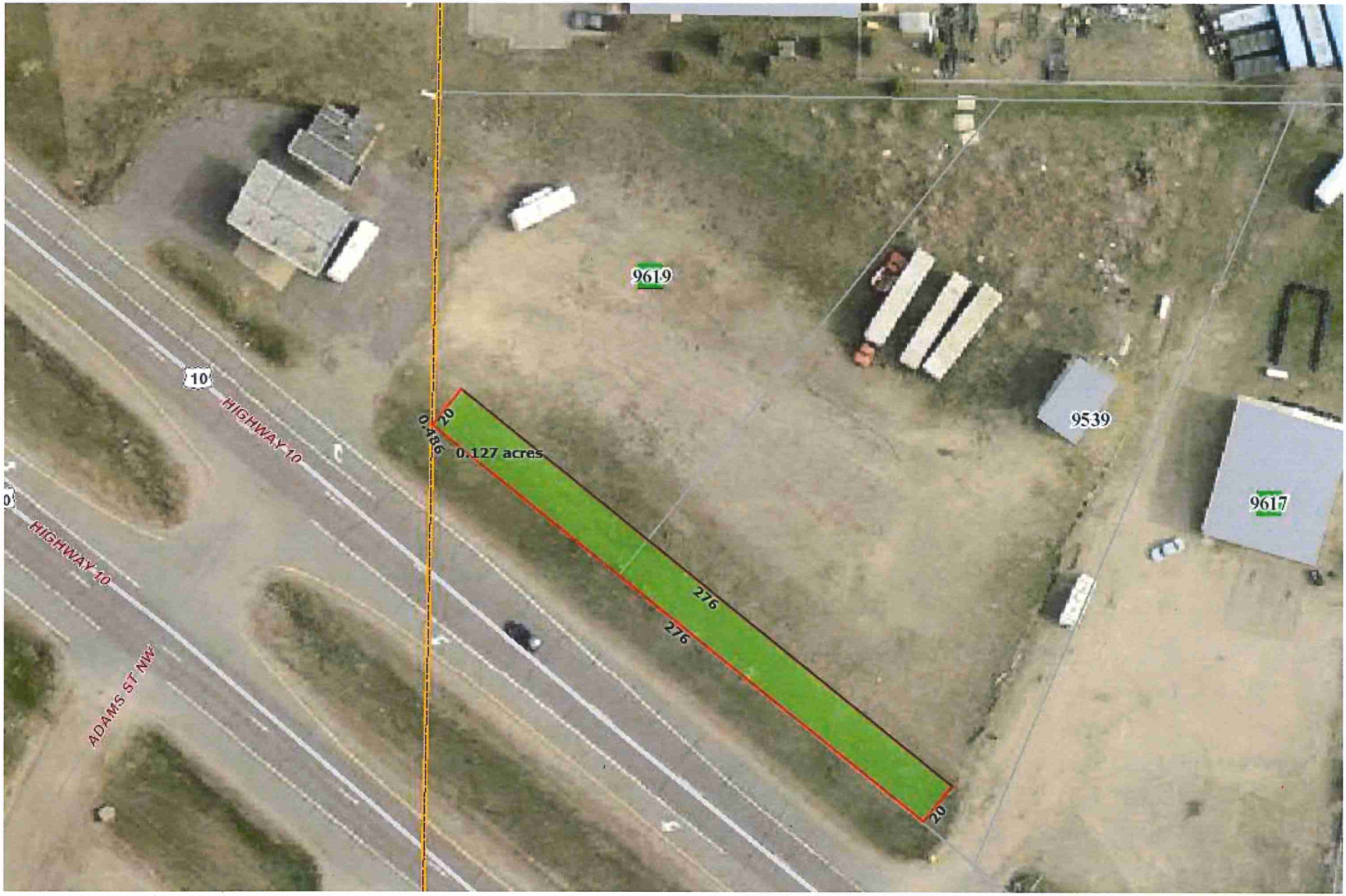
9539 Highway #10
and
9619 Highway #10

Legend
Site
Parcels

N

0 500 1,000 Feet


9619
9539
SELLABLE AREA
(LAWFUL NON-CONFORMANCE SURFACE)
20' GREEN SPACE
HIGHWAY 10


9619
9539
9617
10
HIGHWAY 10
HIGHWAY 10
ADAMS ST NW
20
0.486
0.127 acres
276
276
20

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

RESOLUTION #15-08-209

A RESOLUTION AFFIRMING STAFF'S INTERPRETATION OF LAWFUL NON-CONFORMING SURFACE AREA FOR THE PROPERTIES LEGALLY DESCRIBED AS OUTLOT B AND LOT 1 BLOCK 1 VERNDALE COMMERCIAL PARK.

WHEREAS, the Property Owner has contended that the site has been used continuously as a car dealership for many years; and

WHEREAS, the site has also had instances with code enforcement in the past with questions over the exact location of the surface area and aerial photos from previous years have shown a distinct area that has been maintained with class v material for the sellable area; and

WHEREAS, on August 10, 2015, the Property Owner, Tenant, and City Staff reached an agreeable solution to maintain required setbacks from the property border and public road right-of-way (greenspace) along with a clear distinction to the sellable area from the vegetation, and to classify the area as lawful non-conforming.

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

That the Ramsey City Council hereby approves the area in the attached exhibit as lawful non-conforming regarding surface material for the properties legally described as Outlot B and Lot 1, Block 1 Verndale Commercial Park.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of August, 2015.

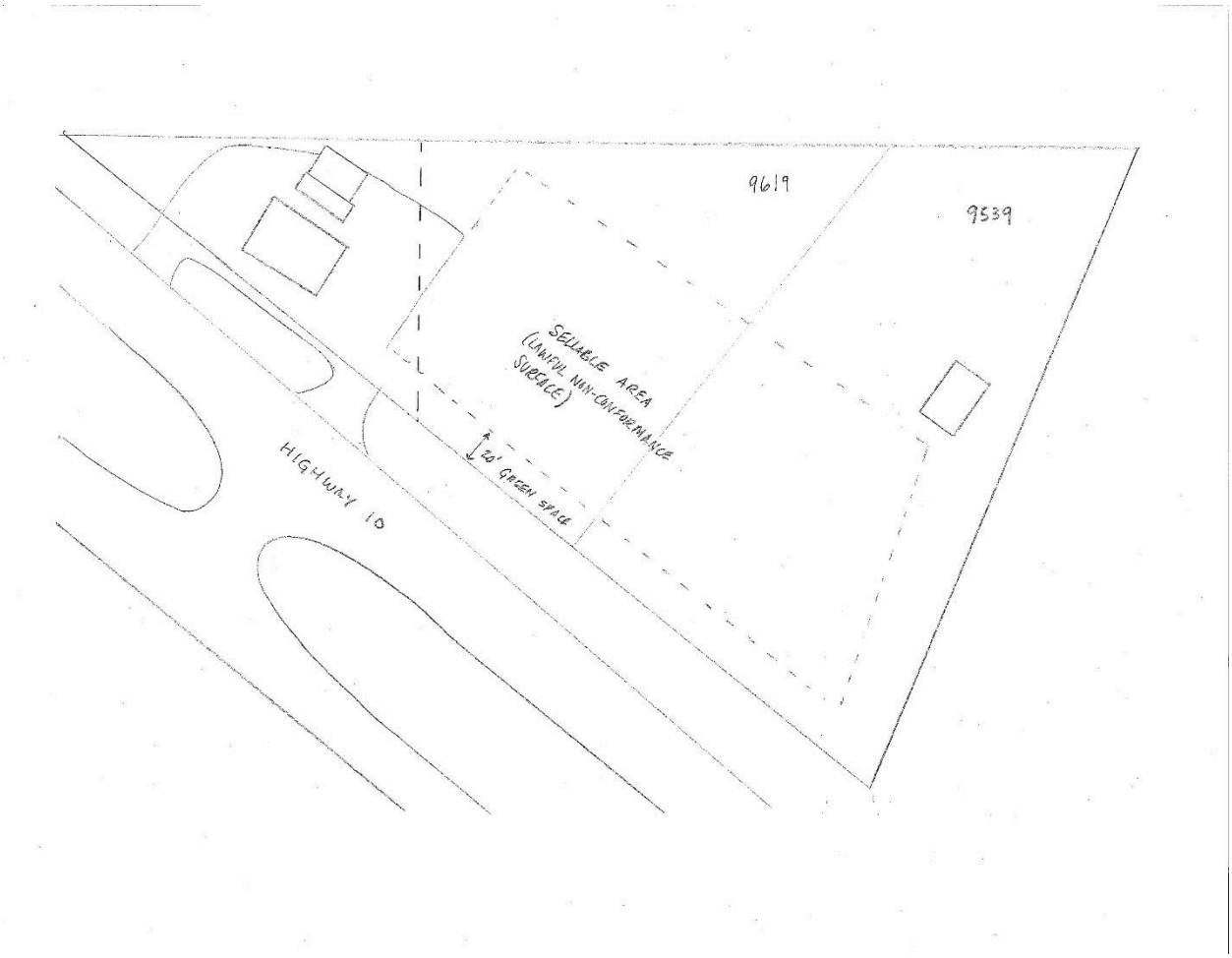
_____
Mayor

ATTEST:

_____

City Clerk

Exhibit of Lawful Non-Conforming Surface Area



CC Regular Session **4. 9.**

Meeting Date: 08/25/2015

By: Geoff Solomonson, Community Development

Information

Title

Adopt Resolution #15-08-206 Adopting Findings of Fact and Approving a Request for Waiver from City Code Paving Standards to Utilize a Class V Parking Surface on the Property Located at 13900 Sunfish Lake Blvd. NW; Case of Midwest Overhead Crane Corporation

Purpose/Background:

Midwest Overhead Crane Corp. owns the property located at 13900 Sunfish Blvd and is requesting to utilize class V gravel rather than asphalt or concrete to construct an outside storage area for materials and products. They have stated that the use of certain heavier equipment likely would damage pavement, whereas a Class V surface would better withstand the wear and tear of heavy equipment and can more easily be repaired. The City has granted deviations from the surfacing requirement in the E-1 and E-2 Employment Districts in the past for this purpose.

Notification:

Notification is not required for this request.

Observations/Alternatives:

The property is located in the E-2 Employment District and open and outside storage as an accessory use is permitted provided that (1) storage area is surfaced with concrete or bituminous and (2) the use does not take up required parking spaces or loading area as required in Chapter 117 of City Code. The Class V aggregate area would be along portions of the south (rear), west and northwest of the property and would connect to the existing pavement at the main gate located at the north end of the property as outlined in the attached exhibit. Similar requests of this nature have been considered in the past in the Employment Districts, typically due to the potential use of heavier equipment. The area would be screened or partially from McKinley Street either by the buildings or existing vegetation nearer the road.

Based on the attached Site Plan, it appears that a portion of the Class V surfacing may encroach slightly into a Drainage and Utility Easement that encumbers the western portion of the property. Staff will continue to work with Midwest Crane to ensure that, if approved, the installation of Class V surfacing does not negatively affect or impact the easement.

The site is not located along the Highway 10 Corridor or located in a Business (retail) District. In those instances when located within a Business District, a different process and slightly different standards apply compared to this industrial district, where heavier equipment, significant outside storage, and differing surfacing requirements apply.

Funding Source:

This request is being addressed as part of Staff's regular duties.

Recommendation:

As previously noted, the City Council has considered similar requests in the past in the Employment Districts, due to the potential use of heavy equipment. While the intent of the surfacing requirement is primarily for dust control and stormwater management, it is also for aesthetic purposes as well. The proposed area would be screened or partially screened from view on McKinley Street by the building and existing vegetation and is located in an industrial park where these types of scenarios are most frequently seen. The parking surface is not visible from Highway 10. Considering the type of use occurring on the property and that the surfacing would be at least partially screened from view from McKinley Street, Staff believes this is a reasonable request.

Action:

Adopt Resolution #15-08-206 adopting Findings of Fact favorable to the Applicant and approving the request to utilize Class V gravel for additional outside storage area.

Attachments

Applicant's Site Plan

Aerial View

Draft Resolution #15-08-206: Draft Findings of Fact

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/20/2015 10:48 AM
Tim Gladhill	Tim Gladhill	08/20/2015 11:31 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 11:35 AM
Form Started By: Geoff Solomonson		Started On: 08/13/2015 12:01 PM
Final Approval Date: 08/20/2015		

LISTUL INDUSTRIES INC.

ZONING	I – INDUSTRIAL DISTRICT	
LOT AREA	169,320 S.F. +/-	
BUILDING AREA (S.F.)		
OFFICE	4,100	
WAREHOUSE (INCL. 2,100 S.F. MEZ	17,400	
SUBTOTAL	21,500	
ACCESSORY BLDG	2,400	
TOTAL	23,900	
PARKING REQUIRED		
OFFICE (1/200)	21	
FABRICATING (1/2000)	8	
PAINTING (1/2000)	1	
TOTAL REQUIRED	30	
PARKING PROVIDED	38	
STALL SIZE 9' X 18'		
DRIVE AISLE 24'		
SETBACKS (REQ'D / ACTUAL)		
	BUILDING	PARKING
FRONT (EAST, THOROUGHFARE)	50' / 50'	20' / 32'
SIDE (SOUTH)	20' / 60'	0' / 40'
SIDE W/ STREET (NORTH)	35' / 68'	20' / 20'
REAR (WEST)	35' / 300' +	0' / 100' +
	REQUIRED	ACTUAL
MAXIMUM BUILDING HEIGHT	35'0"	22'0"
MAXIMUM LOT COVERAGE	35%	14%

1 / A1 SITE DATA

	B (OFFICE)	F-2 (WAREHOUSE)
BUILDING OCCUPANCY		
OCCUPANCY SEPARATION	(NON-REQUIRED)	
TYPE OF CONSTRUCTION	IIN	
ALLOWABLE FLOOR AREAS	B	F-2
BASIC (TABLE 5-B)	12,000	18,000
AREA INCREASE FOR SEPERATION ON 4 SIDES (505.1.3) 100% MAX. INCREASE) (60'-20'=40X5%=200%	12,000	18,000
SUBTOTAL	24,000	36,000
AREA INCREASE FOR AUTOMATIC SPRINKLER SYSTEM (505.3)	X 3	X 3
TOTAL ALLOWABLE FLOOR AREA	72,000	108,000
ACTUAL FLOOR AREA	4,100	17,400
RATIO OF ACTUAL TO ALLOWABLE FLR. AREA	0.06	0.16
AN AREA SEPARATION WALL IS NOT REQUIRED, BECAUS THE SUM OF THE RATIOS DOES NOT EXCEED 1.0		

2 / A1 BUILDING DATA

ARCHITECTURAL

A1 SITE PLAN, SITE & BLDG DATA, SHEET INDEX

A2 1/8" BUILDING PLAN

A3 EXTERIOR ELEVATIONS, DOOR & WINDOW TYPES

A4 WALL SECTIONS, MEZZANINE PLAN, TOILET ELEVATIONS, ROOM FINISH SCHEDULE

A5 ACCESSORY BUILDING

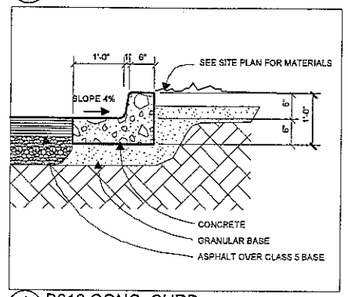
STRUCTURAL

S1 FOUNDATION PLAN

S2 ROOF FRAMING PLAN

S3 ACCESSORY BUILDING, DETAILS STRUCTURAL NOTES

3 / A1 SHEET INDEX

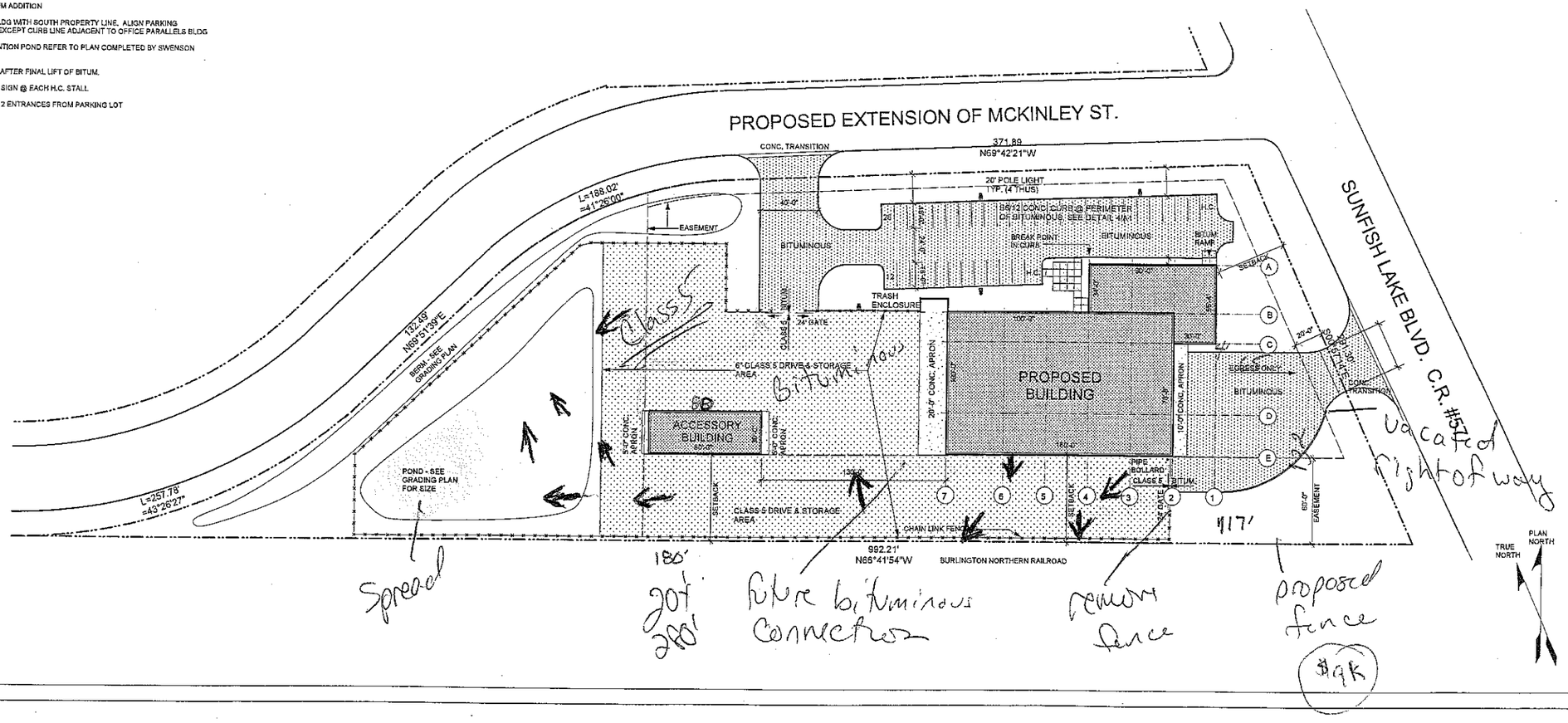


4 / A1 B612 CONC. CURB
3/4" = 1'-0"

5 / A1 NOT USED
NO SCALE

GENERAL SITE PLAN NOTES

1. INFORMATION FOR THIS SITE PLAN WAS TAKEN FROM THE PROPOSED FINAL PLAT OF FERRUM ADDITION, PREPARED BY HAKANSON ANDERSON ASSOC., INC. (UNDATED)
2. LEGAL TO BE LOT 1, BLOCK 1, FERRUM ADDITION
3. ALIGN BUILDING AND ACCESSORY BLDG WITH SOUTH PROPERTY LINE. ALIGN PARKING AREA WITH NORTH PROPERTY LINE EXCEPT CURB LINE ADJACENT TO OFFICE PARALLELS BLDG
4. FOR GRADING, UTILITIES, AND DETENTION POND REFER TO PLAN COMPLETED BY SWENSON LAND SURVEYING, INC.
5. PAINT ALL PARKING STALL STRIPING AFTER FINAL LIFT OF BITUM.
6. FURNISH AND INSTALL H.C. PARKING SIGN @ EACH H.C. STALL
7. PROVIDE MAX. 1:20 RAMP ACCESS @ 2 ENTRANCES FROM PARKING LOT



6 / A1 SITE PLAN
1" = 40'-0"

LISTUL INDUSTRIES INC.
OFFICE / MANUFACTURING
RAMSEY, MINNESOTA

ISSUE/REVISIONS
FEB. 21, 1996 PRELIM.
MAR. 26, 1996 PERMIT

DESIGN/BUILD CONTRACTOR
SHARP & ASSOCIATES
10907 93RD AVE NO.
MAPLE GROVE, MN 55369
612-425-2002
FAX-425-6428

CONSULTANT

ARCHITECT
PAUL MEYER
ARCHITECTS
11315 46TH AVENUE NORTH
PLYMOUTH, MN 55442
612-557-9081
FAX 559-6038

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

DATE	
REG. NO	21616
DRAWN	DB
CHECKED	PM
PROJECT NO.	95-04

SITE PLAN
SHEET INDEX
SITE & BLDG. DATA

A1/5


MCKINLEY ST NW
SUNFISH LAKE BLVD NW
57
13900
998
6545
30m

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

RESOLUTION #15-08-206

A RESOLUTION ADOPTING FINDINGS OF FACT #0951 RELATING TO A REQUEST FROM MIDWEST OVERHEAD CRANE CORPORATION FOR A WAIVER FROM CITY CODE PAVING STANDARDS TO UTILIZE A CLASS V PARKING SURFACE ON THE PROPERTY LOCATED AT 13900 SUNFISH LAKE BLVD.

WHEREAS, the City of Ramsey (the "CITY") received an application from the Midwest Overhead Crane Corporation requesting a waiver from City Code paving standards located on the property generally known as 13900 Sunfish Lake Blvd and legally described as follows:

Lot 1 Block 1 Ferrum Addition

(the "Subject Property")

NOW THEREFORE, BE IT RESOLVED BY THIS CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA that the findings of fact relating to the request are determined to be as follows:

1. That on August 6, 2015, Midwest Overhead Crane Corporation, herein referred to as the "APPLICANT", properly applied for a waiver from paving requirements to allow a Class V parking surface (the "Paving Surface") on the Subject Property.

2. That the Subject Property is zoned E-2 Employment District; that the properties to the north and east are zoned E-1 Employment District; the property to the west is zoned E-2 Employment District and the property to the south (across the train tracks) is zoned H-1 Highway 10 Business District.

3. That the Subject Property is approximately 4 acres in size.

4. That City Code Section 117-116 (E-2 Employment District) permits open and outside storage as an accessory use of a property provided that (1) storage area is surfaced with concrete or bituminous and (2) the use does not take up required parking spaces or loading area.

5. That the CITY has waived the surfacing requirement in several instances within the Employment Districts due to potential damage from heavy equipment operation.

6. That the Paving Surface would be located on the south (rear), west and northwest portions of Subject Property.

7. That existing trees and brush on the northwest edge of the property will help screen the Paving Surface somewhat from McKinley St.

8. That the proposed use will/will not adversely affect the drainage plan for the area.

9. That the proposed use will/will not adversely impact traffic in the area.

10. That the proposed use will/will not be unduly dangerous or otherwise detrimental to persons residing or working in the vicinity of the use or to the public welfare.

11. That the proposed use will/will not substantially adversely impair the use, enjoyment, or market value of neighboring properties.

12. That the proposed use will/will not be hazardous or disturbing to existing or future neighboring uses.

13. That the proposed use will/will not be served adequately by public facilities and services such as highways and streets.

14. That the proposed use will/will not create excessive additional requirements at public cost for public facilities and services, and it will/will not be detrimental to the economic welfare of the community.

15. That the proposed use will/will not involve activities and uses that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council on this the 25th day of August, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 10.**

Meeting Date: 08/25/2015

By: Geoff Solomonson, Community Development

Information

Title

Adopt Resolution #15-08-190 Approving the Site Plan Amendment for Town Center Gardens 3rd Addition (to remove the patio areas and half wall between the center units on Lots 1, 3, and 4, Block 1, Town Center Gardens 3rd Addition - 14787, 14851, 14875 Olivine St. NW; Case of Distinctive Living Rentals, LLC)

Purpose/Background:

The purpose of this case is to consider a request for an amended Site Plan. The request is to eliminate an outdoor patio wall and concrete patio areas between the center units of three (3), eight-unit townhomes. Distinctive Living Rentals, LLC (the "Applicant") is currently constructing an eight (8) unit townhome building on on Lot 3, Block 1 Town Center Gardens 3rd Addition and also owns Lots 1 and 4, Block 1 Town Center Gardens 3rd Addition (together, the "Subject Property"). The Applicant is seeking this amendment of all three (3) parcels and has identified reasons for the requests as size (or lack there of for the patio areas), access, and placement of utilities.

Notification:

Notification is not required when considering an amendment to a site plan.

Observations/Alternatives:

The Applicant is seeking this amendment due to the limited size of the area, a six (6) foot by twelve (12) foot area, which will be further reduced once the A/C unit and individual gas meters are installed in this area. Gas meters were previously banked together on an end unit, but are now being placed in front of each individual unit to avoid the inefficiency of running gas lines out and around to each unit. The patio areas also have no direct ingress or egress from this space; rather, an occupant would need to walk out and around a wall to enter the patio area. The Applicant also stated that it was his opinion that that the space may also be unsuitable for using a grill, as it has a greater potential to melt the siding due to being a small space.

The Applicant is proposing to eliminate the impervious surfacing and replace it with landscaping. Proposed landscaping will need to comply with the City's landscaping standards with regard to acceptable/preferred species and size (twenty-four [24] inches in height at time of planting for shrubs).

This case was reviewed by the Planning Commission on August 6, 2015 with some discussion, but with no public input. The Planning Commission recommended approving the Site Plan amendment request under Resolution #15-08-190.

Alternatives

Option 1: Adopt Resolution #15-08-190 approving the request to amend the Site Plan. The size of each patio area is small and lacks direct ingress and egress. This area will be further reduced after the placement of the A/C unit and individual gas meters, leaving its functionality somewhat questionable. Thus, replacing this hardscape with landscaping may serve as a more desirable option to future occupants. Staff supports this option.

Option 2: Deny the request. The requested amendment is minor in nature and does appear to significantly alter the exterior aesthetic of the building(s). Additionally, the patios were not required by Zoning Code, so the request does not represent a deviation from any zoning requirement. The City would need to draft findings specifically identifying the reasoning to deny this request. Staff does not support this option.

Funding Source:

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

Recommendation:

The Planning Commission recommends approval of the request to amend the site plan to eliminate the patio division walls and concrete patio areas between the center units only on the Subject Property.

Action:

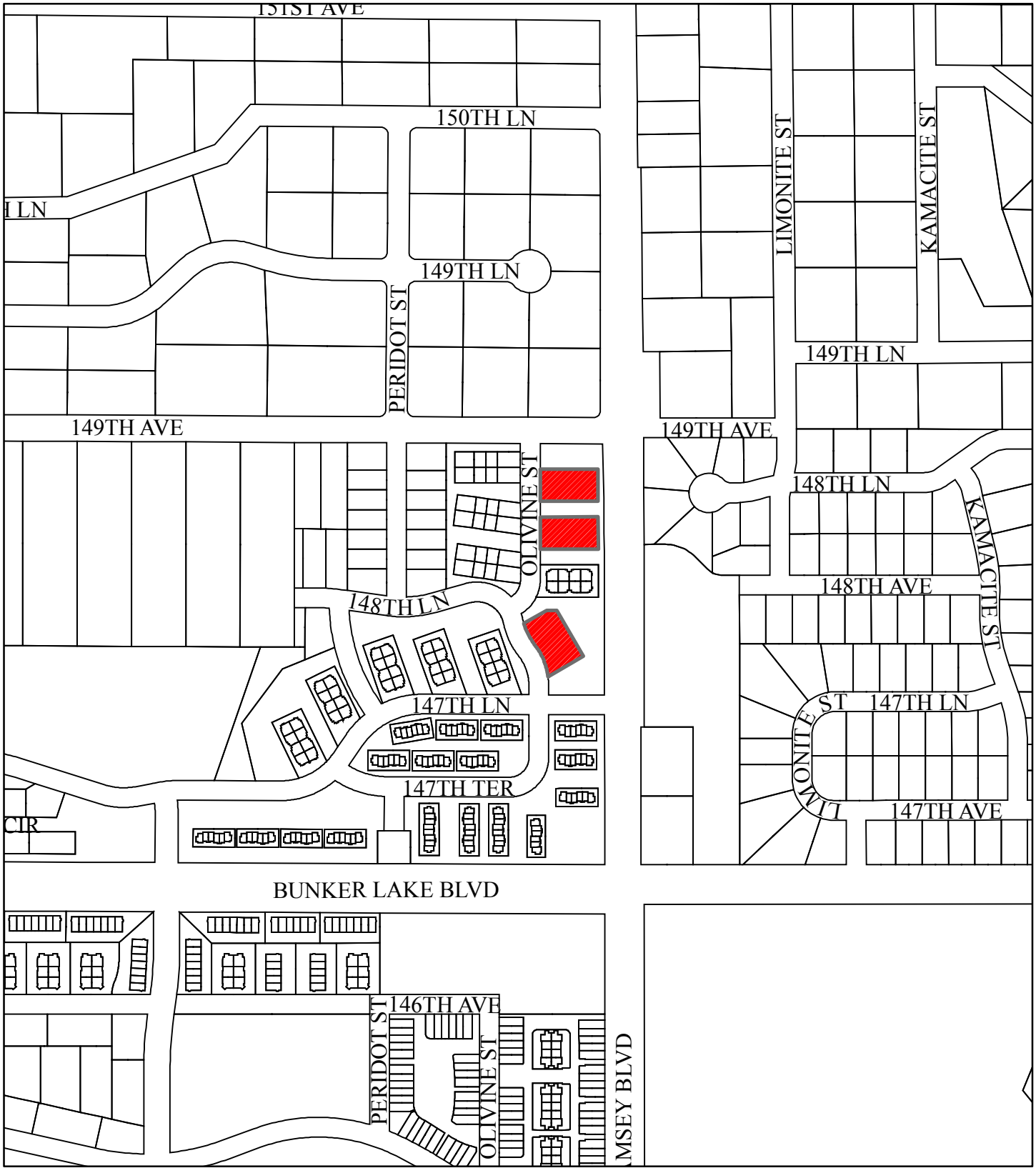
Motion to adopt Resolution #15-08-190 approving the request to amend the site plan by replacing the patio areas and half wall between the center units on Lots 1, 3, and 4, Block 1 Town Center Gardens 3rd Addition.

Attachments

Site Location
Site Plan
Images of Site
Landscape Plan
Draft Planning Commission Meeting Minutes Dated August 6, 2015
Resolution #15-08-190

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/17/2015 08:47 AM
Tim Gladhill	Tim Gladhill	08/20/2015 08:50 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 11:09 AM
Form Started By: Geoff Solomonson		Started On: 08/12/2015 09:56 AM
Final Approval Date: 08/20/2015		



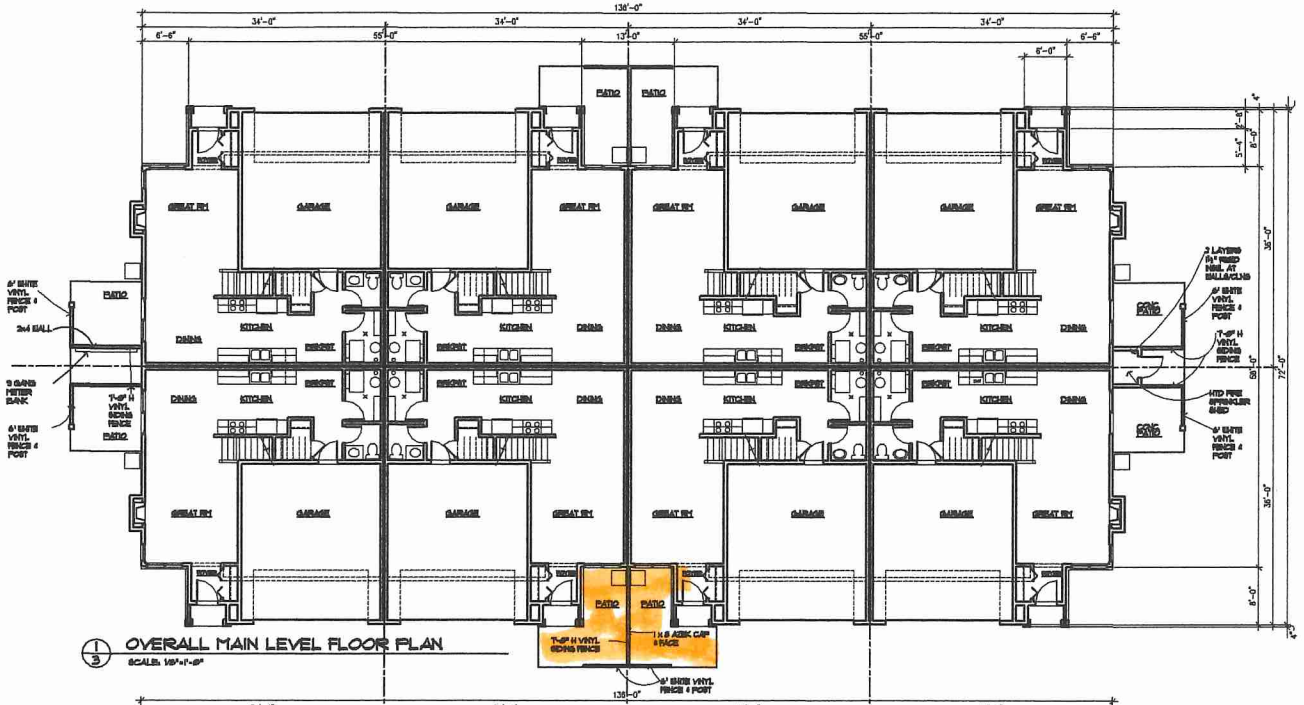
City of RAMSEY

Distinctive Living Rentals, LLC

Legend
Site
Parcels

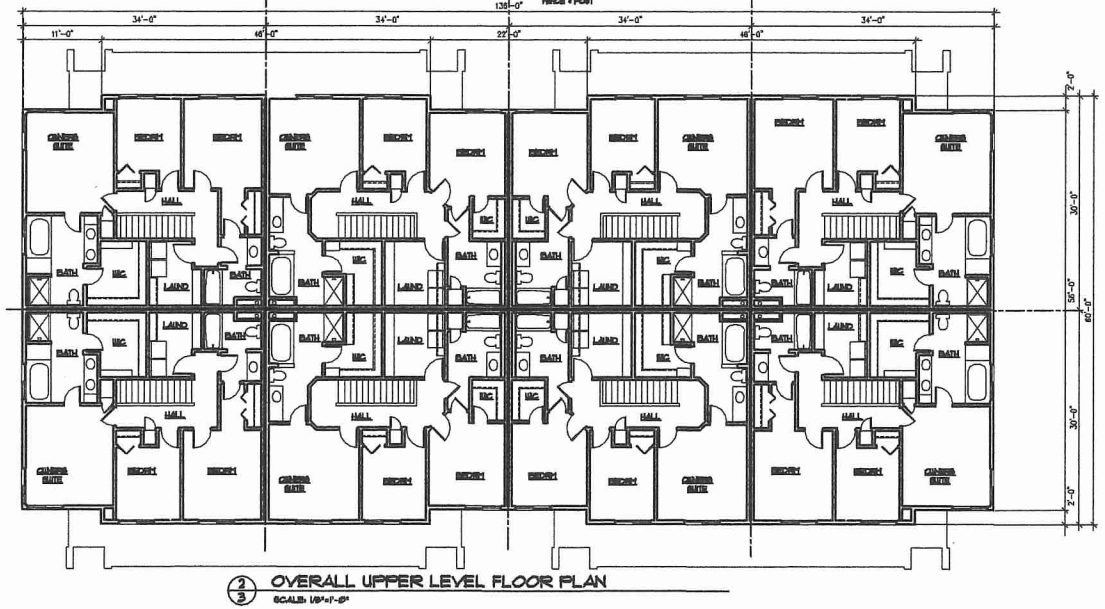
N

0 500 1,000 Feet



1/3 OVERALL MAIN LEVEL FLOOR PLAN

SCALE: 1/8"=1'-0"



2/3 OVERALL UPPER LEVEL FLOOR PLAN

SCALE: 1/8"=1'-0"

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ALEXANDER DESIGN GROUP
401 EAST LAKE STREET
WAYZATA, MN 55391
Phone: 952.473.8777
FAX 952.473.8222

ISSUE DATE:
23 JANUARY 2015
PREVIOUS ISSUE DATES:
06 MAY 15

DRAWING DESCRIPTION:
OVERALL MAIN & UPPER LEVEL FLOOR PLANS

ADS/DRAWSET

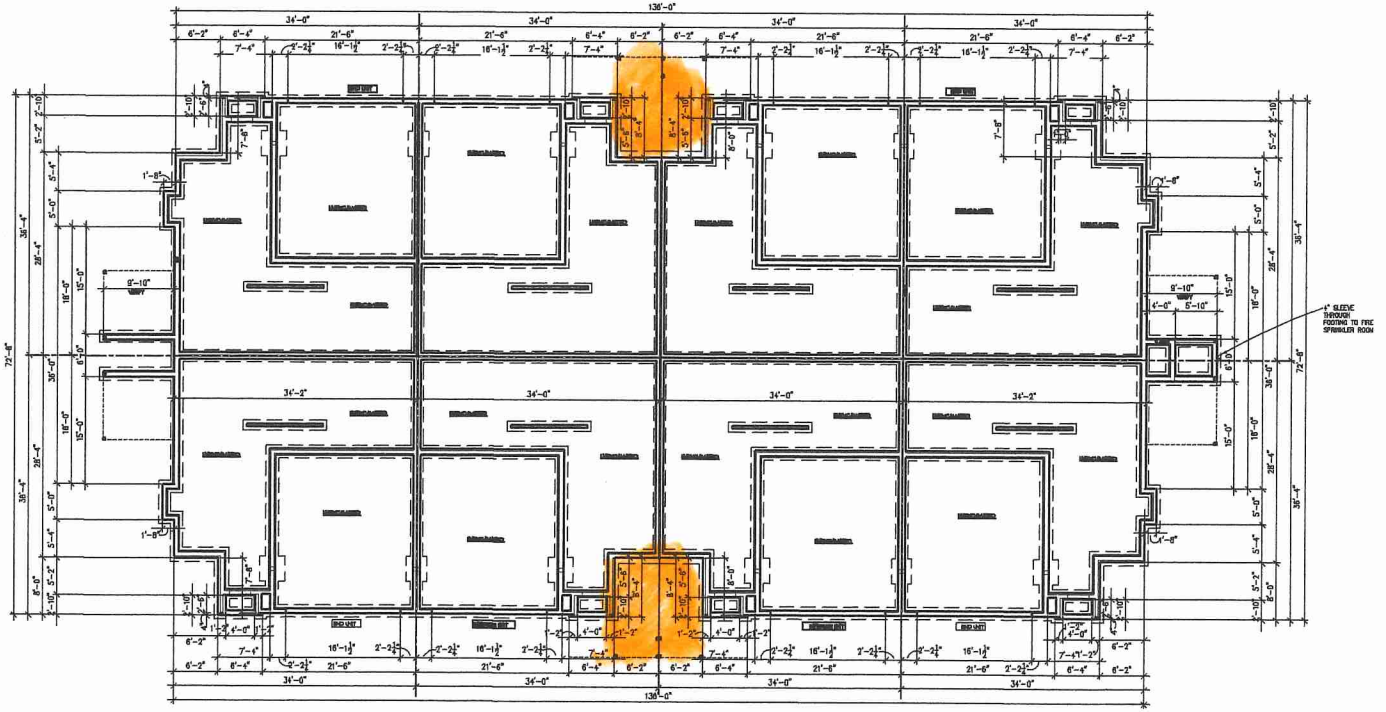
PERMIT SET

RAMSEY TOWNHOMES

3
3 OF 8



1/2 OVERALL FRONT ELEVATION
SCALE: 1/4"=1'-0"



2/2 OVERALL FOUNDATION PLAN
SCALE: 1/8"=1'-0"

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ALEXANDER DESIGN GROUP
401 EAST LAKE STREET
WAYZATA, MN 55391
Phone: 952.473.8777
FAX: 952.473.8222

ISSUE DATE:
22 JANUARY 2015
PREVIOUS ISSUE DATES:
05 MAY 15

DRAWING DESCRIPTION:
OVERALL FRONT ELEVATION
& FOUNDATION PLAN

ADG DRAWING SET

PERMIT SET

RAMSEY TOWNHOMES

2
2 OF 8



Ramsey Town Center Gardens 3rd Addition Lot 2



Ramsey Town Center Gardens 3rd Addition Lot 2



Ramsey Town Center Gardens 3rd Addition Lot 2



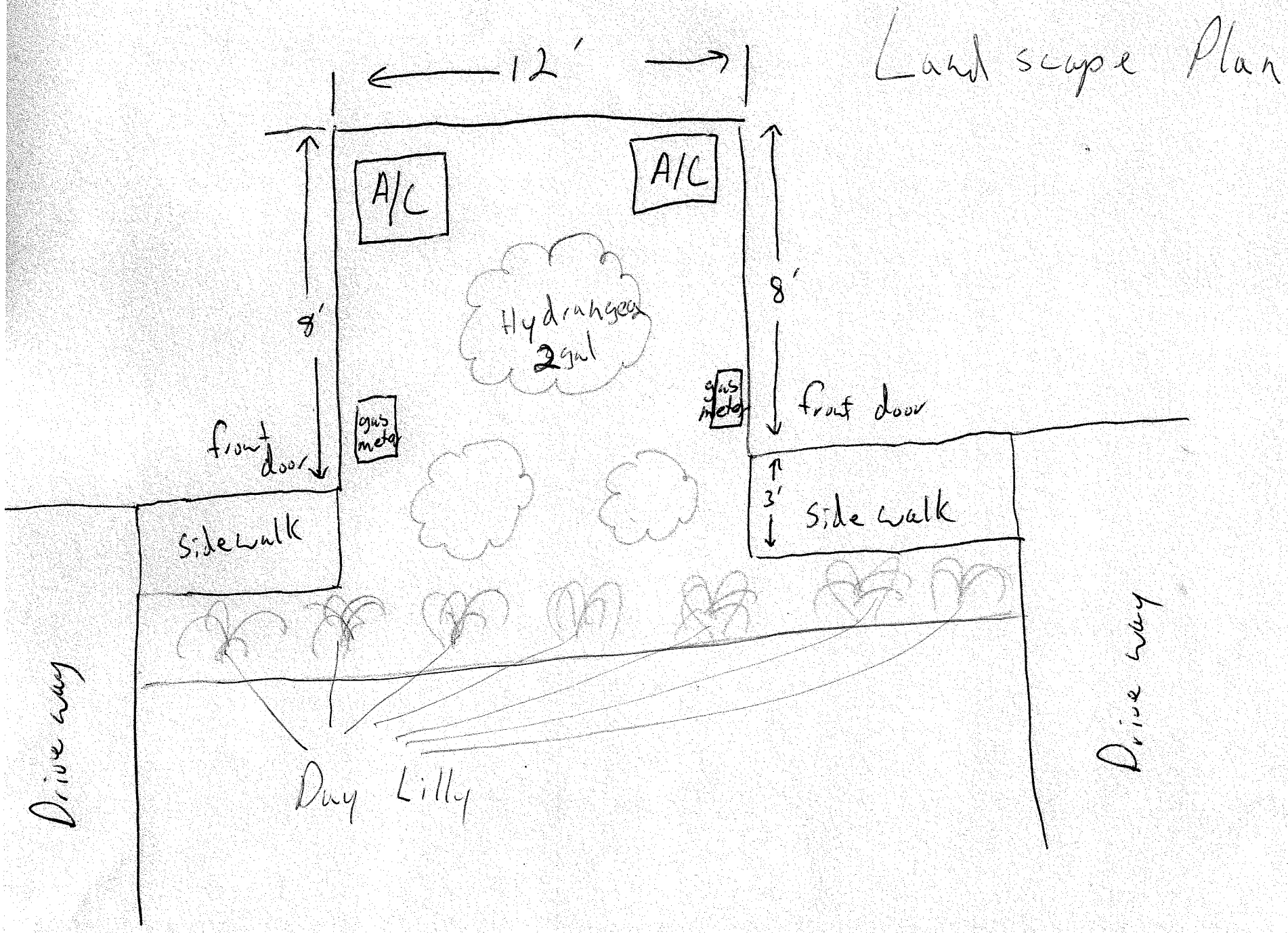
Ramsey Town Center Gardens 3rd Addition Lot 3 Construction Site



Ramsey Town Center Gardens 2nd Addition Landscape Example



Ramsey Town Center Gardens 2nd Addition Landscape Example


Landscape Plan
12'
A/C
A/C
8'
8'
Hydrangea
2gal
front door
front door
gas meter
gas meter
3'
Sidewalk
Sidewalk
Drive way
Drive way
Day Lilly

Citizen Input

There was no public comment.

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

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

Vice Chairperson Bauer closed the public hearing closed at 7:05 p.m.

Commission Business

Motion by Commissioner Brauer, seconded by Commissioner Andrusko, to recommend that City Council adopt Resolution #15-08-191 approving a Comprehensive Plan Amendment.

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

Motion by Commissioner Brauer, seconded by Commissioner Andrusko, to recommend that City Council adopt Ordinance #15-14 approving a Zoning Amendment for 14100 Sunfish Lake Blvd. NW.

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

5.02: Consider Request for Site Plan Amendment to Remove Patio Area/Walls at 14787, 14851, 14875 Olivine Street NW; Case of Distinctive Living Rentals, LLC

Presentation

Planning Intern Solomonson presented the staff report stating the purpose of this case is to consider a request for an amended Site Plan. The request is to eliminate an outdoor patio wall and concrete patio areas between the center units of three (3), eight-unit townhomes. Distinctive Living Rentals, LLC (the "Applicant") is currently constructing an eight (8) unit townhome building on Lot 3, Block 1 Town Center Gardens 3rd Addition and also owns Lots 1 and 4, Block 1 Town Center Gardens 3rd Addition (together, the "Subject Property"). The Applicant is seeking this amendment of all three (3) parcels and has identified reasons for the requests as size (or lack thereof for the patio areas), access, and placement of utilities.

Commission Business

Commissioner VanScoy asked if the City already had townhomes with a similar configuration. Planning Intern Solomonson stated this was the case. City Planner Anderson stated the applicant was requesting the change as there was a need to move the gas meters.

Commissioner VanScoy questioned if the applicant was in attendance. City Planner Anderson commented that he was unable to attend this evening. Community Development Director Gladhill reported that if the Commission and Council were not to approve the amendment other actions could be taken. However, the developer has been proactive in addressing the concern. He reported that the requested change does meet the City's Zoning Code.

Commissioner Brauer asked why the Planning Commission was reviewing this request. He did not believe that the applicant was requesting a huge change. He believed that staff should have the discretion to handle this type of request. Community Development Director Gladhill commented that staff was trying to remain transparent and stated a discussion could be had at a future meeting regarding this topic.

Commissioner VanScoy understood that the City had different architectural standards for The COR than those developments outside of The COR. Community Development Director Gladhill clarified that this project was not within The COR.

Motion by Commissioner Andrusko, seconded by Commissioner Brauer, to recommend that City Council adopt Resolution #15-08-190 approving the request to amend the site plan by replacing the patio areas and half wall between the center units on Lots 1, 3, and 4, Block 1 Town Center Gardens 3rd Addition.

Motion Carried. Voting Yes: Vice Chairperson Bauer, Commissioners Andrusko, and Brauer. Voting No: VanScoy. Absent: Chairperson Levine, Commissioners Maul and Nosan.

5.03: Review Comparison Document of The COR Development Plan and Original Ramsey Town Center Master Plan Prepared by the Planning Commission

Presentation

Community Development Director Gladhillpresented the staff report stating the purpose of this case is to review a comparison document between the original Ramsey Town Center Master Plan and the current The COR Development Plan as requested by the City Council and Planning Commission on May 26, 2015. Minutes from this discussion are attached to this case as background of the purpose of this exercise.

Community Development Director Gladhillreported at the May 26, 2015 Joint Meeting with the City Council, Staff was directed to prepare a comparison document outlining the differences between the current COR Development Plan and the original Ramsey Town Center Master Plan. Direction was to simply prepare a document outlining the changes and check back with the City Council and its advisory boards for future direction. It is anticipated that the output of this exercise may lead to some changes to the Design Framework for The COR to either better clarify

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

RESOLUTION #15-08-190

A RESOLUTION APPROVING AN AMENDED SITE PLAN FOR TOWN CENTER GARDENS 3RD ADDITION.

WHEREAS, on August 9, 2005, the City Council approved the final plat and site plan for Town Center Gardens 3rd Addition; and

WHEREAS, on July 2, 2015, the City received an application for a site plan amendment to eliminate the patio division walls and concrete patio areas on the center units of the properties of 14787, 14851, and 14875 Olivine St. NW and be replaced with landscaping; and

WHEREAS, on August 6, 2015, the Planning Commission reviewed the request and recommended approval/denial of the amended site plan.

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

That the Ramsey City Council hereby approves an amendment to the site plan for Town Center Gardens Third Addition that eliminates the patio division walls and the concrete patio area from the center units of the properties of 14787, 14851, and 14875 Olivine St. NW and replaces them with landscaping.

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 ___ day of August, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 11.**

Meeting Date: 08/25/2015

By: Grant Riemer, Engineering/Public Works

Information

Title

Adopt Resolution #15-08-211 Awarding a Contract for Additional Spray Patching on City Streets

Purpose/Background:

The purpose of this case is to accept the low quote for spray patching on 15 separate projects in various neighborhoods, throughout the city. Spray patching has been used over the last two years on city streets, and has proven more effective on shallow surface raveling than conventional methods of patching. Staff solicited and received two quotes for this work, one from Pavement Resources Inc and the other from RCM Specialties Inc. Both contractors have performed this type of work satisfactorily for the city in recent months and their quotes are attached to this case.

Notification:

N/A

Observations/Alternatives:

The general fund budget includes $500,000.00 annually for street maintenance projects. At the July 14th city council meeting, the council adopted resolution #15-07-173 awarding the bid for program division A, seal coat improvements to Pearson Bros in the amount of $255,496.00. Because of the favorable bid prices received, surplus funds are available within the budgeted amount to perform other maintenance projects. These projects include such work as crack filling, seal coating, patching, etc... The council requested that surplus funds be used to perform additional necessary maintenance work on the City road system this year if possible, instead of rolling the funds over to next year and delaying work.

Funding Source:

General fund account 0311-6488 Street Maintenance Contract

Recommendation:

Staff recommends that the City Council accept RCM Specialties Inc quote of $61,675.01 for spray patching services on areas designated by the PW Superintendent. If Council has an alternative direction, this item should be pulled from the Consent Agenda and placed on the regular agenda to allow for discussion and direction.

Action:

Motion to adopt Resolution #15-08-211 Awarding a Contract for Additional Spray Patching on City Streets to RCM Specialties Inc in the amount of $61,675.01 (on areas designated by the PW Superintendent).

Attachments

Pavement Resourses Proposal

RCM Specialties Quote

Resolution # 15-08-211

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/20/2015 08:27 AM

Form Started By: Grant Riemer
Started On: 08/18/2015 12:48 PM
Final Approval Date: 08/20/2015

13535 Johnson St NE
Ham Lake, MN 55304
(763)434-2828
info@pavementresources.com
http://pavementresources.com

Pavement Resources
13535 Johnson St NE
Ham Lake, MN 55304
(763)434-2828 Office

PROPOSAL

ADDRESS
Grant Reimer
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

PROPOSAL # 2764
DATE 08/17/2015
EXPIRATION DATE 09/17/2015

SALES REP
Jeff

DATE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Repair potholes, cracks wider than 1", alligator-cracked areas, and delaminated areas marked on pavement using the Spray Inject Method. The Spray Inject Method cleans the area, applies a tack coat, sprays the emulsion and aggregate mix into the pothole with sufficient force to compact the material as it is applied, and then follows with dry aggregate to prevent tracking. NOTE: City crew will remove vegetation before patching begins. Jaspar	1	1,400.00	1,400.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Rivenwick	1	13,400.00	13,400.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Sunfish Lake Court	1	1,250.00	1,250.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Flintwood	1	8,800.00	8,800.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** 150th Ln, Tonto, Ute	1	4,000.00	4,000.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Woodlawn Green	1	12,000.00	12,000.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Hall/Dover	1	11,200.00	11,200.00

DATE	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Fox Ridge	1	19,600.00	19,600.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Armstrong/Alpine	1	400.00	400.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Variolite	1	2,800.00	2,800.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Xenolith/161st	1	1,600.00	1,600.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Tiger	1	3,200.00	3,200.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Autumn Heights West	1	8,800.00	8,800.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Autumn Heights East	1	6,000.00	6,000.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** Muirfield Circle	1	2,000.00	2,000.00
08/17/2015	**Service:Pavement Repair:Spray Inject Patching** North Fork	1	21,200.00	21,200.00

TOTAL $117,650.00

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and hereby accepted. Pavement Resources, Inc. is authorized to do the work as specified.

DISCLAIMER:

Pavement Resources, Inc. is NOT RESPONSIBLE for work on any areas that are obstructed due to vehicles or other objects, or not otherwise accessible while work is being performed. Blocked or otherwise obstructed areas are subject to return trip scheduling and fees.

A minimum 25% of the total is due within 5 business days of accepting the job. BALANCE DUE UPON COMPLETION OF WORK.

Upon acceptance of quotation and terms, PLEASE SIGN, date and RETURN. Thank you!

By:_____ Date:_____

Accepted By

Accepted Date

RCM Specialties Inc.
P.O. Box 278
Cottage Grove, MN 55016-0278
Phone (651) 480-8886
Fax (651) 480-8808

August 6, 2015

Grant Riemer
City of Ramsey
7550 Sunwood Dr.
Ramsey, MN 55303

Spray Patching Projects: Map Listings as Follows

Rivenwick	**13.5 tons applied**	**$4387.50**

**** Riverdale Dr. EAST END NOT MARKED WORK NEEDED**

Tiger St	**9 tons applied**	**$2925.00**
Xenolith	**1.13 tons applied**	**$365.63**
Variolite	**13.5 tons applied**	**$4387.50**
Woodlawn Green	**18 tons applied**	**$5850.00**
Autumn Heights East	**13.5 tons applied**	**$4387.50**
Autumn Heights West	**27 tons applied**	**$8775.00**
Muirfield Cir NW	**2.25 tons applied**	**$731.25**
North Fork	**29 tons applied**	**$10,968.75**
Jasper St	**2.25 tons applied**	**$731.25**
Armstrong @ Alpine	**1.13 tons applied**	**$365.63**
Sunfish Lake Ct	**3 tons applied**	**$975.00**
Flintwood	**13.5 tons applied**	**$4387.50**

RCM Specialties Inc.
P.O. Box 278
Cottage Grove, MN 55016-0278
Phone (651) 480-8886
Fax (651) 480-8808

Fox Ridge	**27 tons applied**	**$8775.00**
Hall / Dover	**6.75 tons applied**	**$2200.00**
15oth / Tonto / Ute	**4.50 tons applied**	**$1462.50**

Total Project Cost: $61,675.01
171.51 Tons Applied
1 load = 9tons

RCM will patch Potholes and distressed areas that are marked. Maps provided by Grant. Large weeds in curb lines need to be removed prior to patching. RCM will use Dresser FA2 Trap rock mixed with CRS2 Asphalt emulsion using our Spray Injection Patching method for the repairs.

Spray injection patching is a specialized repair process that combines hot asphalt emulsion and crushed aggregate using forced air. The truck mounted spray patch equipment consists of an aggregate hopper, hot asphalt emulsion tank and a high volume blower which is all mounted on a truck chassis. All of the repair process is controlled from the cab of the truck by one operator.

Approved_____

Date_____

Bid good for 30 days from date

rcmspecialtiesinc@gmail.com

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-08-211

RESOLUTION AWARDING A CONTRACT FOR ADDITIONAL SPRAY PATCHING ON CITY STREETS

WHEREAS, surplus funds are available within the budgeted funds to perform other maintenance projects; and

WHEAREAS, an invitation for quotations were mailed to two contractors; and

WHEREAS, the following is a summary of the quotes that were received:

Contractor	Total Quote
RCM Specialties Inc.	$61,675.01
Pavement Resources	$117,650.00

WHEREAS, RCM Specialties Inc.is the lowest responsible quote.

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

1) That the Mayor and City Administrator are hereby authorized and directed to enter into a contract with RCM Specialties Inc. in the amount of $61,675.01 for additional spray patching on City streets.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of August, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 12.**

Meeting Date: 08/25/2015

Submitted For: Bruce Westby, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Information

Title

Adopt Resolution #15-08-205 Authorizing Partial Payment to Kuechle Underground for IP 13-10; Garnet Street and 168th Avenue Reconstruction

Purpose/Background:

Resolution and Pay Request attached.

Recommendation:

The Engineering Technician IV has inspected the completed work and recommends partial payment to Kuechle Underground for IP 13-10; Garnet Street and 168th Avenue Improvements in the amount of $250,278.69.

Action:

Motion to adopt Resolution #15-08-205 authorizing partial payment to Kuechle Underground for IP 13-10; Garnet Street and 168th Avenue Improvements in the amount of $250,278.69.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	08/20/2015 05:34 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 08:29 AM
Form Started By: MaryJo Warner		Started On: 08/18/2015 03:37 PM
Final Approval Date: 08/20/2015		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-08-205

RESOLUTION AUTHORIZING PARTIAL PAYMENT TO KUECHLE UNDERGOUND FOR IMPROVEMENT PROJECT #13-10 GARNET STREET AND 168TH AVENUE RECONSTRUCTION

WHEREAS, pursuant to a resolution of the City Council adopted February 25, 2014, a Feasibility Report was prepared by the City Engineer with reference to proposed improvements to Garnet Street from 167th Avenue to the north plat line of Now and Then Estates, and 168th Avenue west of Garnet Street, including the reconstruction of streets and curb and gutter, the construction of sidewalks, storm sewer, and public utilities, and other necessary appurtenant work; and

WHEREAS, pursuant to a resolution of the City Council adopted January 13, 2015, the Feasibility Report was received and accepted, and a Public Hearing was ordered for February 10, 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, the bid of Kuechle Underground of Kimball, Minnesota, in the amount of $858,875.27 is the lowest responsible bidder; and

WHEREAS, as of August 25, 2015 $0 has been paid to date; and

WHEREAS, the Engineering Technician IV has inspected the completed work and recommends partial payment to Kuechle Underground in the amount of $250,278.69.

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

1) That the City Council hereby authorizes partial payment to Kuechle Underground, Inc. for Improvement Project 13-10; Garnet Street – 168th Avenue Improvements in the amount of $250,278.69.

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

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of August 25, 2015.

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

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of August, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

Pay Estimate Summary Sheet
IP 13-10 GARNET STREET - 168TH AVENUE IMPROVEMENTS

City of Ramsey

Estimate no 1

TOTAL CONTRACT	$	858,875.27
ADDITIONAL WORK	$	-
TOTAL WITH ADDITIONAL WORK	$	858,875.27
STORED MATERIALS		
TOTAL, COMPLETED WORK TO DATE	$	263,451.25
TOTAL WORK COMPLETED PLUS STORED MATERIALS	$	263,451.25
RETAINED PERCENTAGE 5%	$	13,172.56
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	250,278.69
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	-
PAY CONTRACTOR PER ESTIMATE NO. 1	$	250,278.69

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 8/6/15

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

By _____ Civil Engineer II
Leonard Linton, PE

Date 8-6-15

APPROVED FOR PAYMENT:
OWNER: City of Ramsey

By _____ City Engineer 8/10/15
Name Title Date

CC Regular Session **4. 13.**

Meeting Date: 08/25/2015

Submitted For: Patrick Brama, Administrative Services

By: Kathy Schmitz, Administrative Services

Information

Title

Adopt Resolution #15-08-207 Approving Partial Payment to Construction Results Corporation for IP #14-28 Parking Ramp Garage Enclosure

Purpose/Background:

Resolution and Pay Request attached.

Recommendation:

SRF Consulting, the project manager hired by the City, has inspected the completed work and recommends partial payment to Construction Results Corporation for IP #14-28, parking ramp enclosure, in the amount of $63,260.50.

Action:

Motion to Adopt Resolution #15-08-207 Approving Partial Payment to Construction Results Corporation for IP #14-28 Parking Ramp Garage Enclosure.

Attachments

Res 05 08 207

Pay Request Ramp Enclosure

Form Review

Inbox	Reviewed By	Date
Patrick Brama	Patrick Brama	07/20/2015 02:44 PM
Kurt Ulrich	Kurt Ulrich	07/22/2015 02:27 PM
Patrick Brama	Patrick Brama	08/20/2015 02:58 PM
Kurt Ulrich	Kurt Ulrich	08/20/2015 03:09 PM
Form Started By: Kathy Schmitz		Started On: 07/14/2015 11:56 AM
Final Approval Date: 08/20/2015		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-08-207

RESOLUTION APPROVING PARTIAL PAYMENT TO CONSTRUCTION RESULTS CORPORATION FOR IP #14-28 PARKING RAMP GARAGE ENCLOSURE

WHEREAS, pursuant to a motion of the Ramsey City Council, adopted October 14, 2014, accepting plans and specifications and authorizing advertisement for bids for the enclosure of 14 parking stalls located within the existing Ramsey Municipal Parking Ramp; and

WHEREAS, the bid of Construction Results Corporation in the amount of $303,440.00 was the lowest responsible bidder; and

WHEREAS, pursuant to a motion of the Ramsey City Council on March 10, 2015 adopting Resolution #15-03-071, Construction Results Corporation was awarded a contract for said work; and

WHEREAS, as of August 24, 2015, $225,007.50 has been paid to date; and

WHEREAS, the SRF Consulting Group has inspected the completed work and recommends partial payment to Construction Results Corporation in the amount of $63,260.50.

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 authorizes partial payment to Construction Results Corporation for Improvement Project 14-28; parking ramp garage enclosure in the amount of $63,260.50.

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

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 25th day of August, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:
CITY OF RAMSEY
7550 SUNDWOOD DRIVE NW
RAMSEY, MN 55303

PROJECT: RAMSEY MUNICIPAL PARKING FACILITY ENCLOSURE PROJECT

APPLICATION NO: 4
PERIOD TO: 7/31/2015
CONTRACT FOR: GENERAL CONSTRUCTION
CONTRACT DATE: 3/19/2015
PROJECT NOS: / 14-28 Reissued
CRC PROJ. #: 5250

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:
CONSTRUCTION RESULTS CORPORATION
14170 23RD AVENUE NORTH
PLYMOUTH, MN 55447

VIA ARCHITECT:
SRF CONSULTING GROUP, INC.
ONE CARLSON PRKWY. N., STE. 150
MINNEAPOLIS, MN 55447-1087

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	$	$303,440.00
2. NET CHANGE BY CHANGE ORDERS	$	$0.00
3. CONTRACT SUM TO DATE *(Line 1 ± 2)*	$	$303,440.00
4. TOTAL COMPLETED & STORED TO DATE *(Column G on G703)*	$	$303,440.00
5. RETAINAGE:		
a. 5 % of Completed Work *(Columns D + E on G703)*	$	$15,172.00
b. 0 % of Stored Material *(Column F on G703)*	$	$0.00
Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*	$	$15,172.00
6. TOTAL EARNED LESS RETAINAGE *(Line 4 minus Line 5 Total)*	$	$288,268.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT *(Line 6 from prior Certificate)*	$	$225,007.50
8. CURRENT PAYMENT DUE	$	$63,260.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE *(Line 3 minus Line 6)*	$	$15,172.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ $0.00	$ $0.00
Total approved this month	$ $0.00	$ $0.00
TOTAL	$ $0.00	$ $0.00
NET CHANGES by Change Order	$ $0.00	

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

CONTRACTOR:
By: Mark Lesser Date: 7-23-15
State of: Minnesota
County of: Hennepin
Subscribed and sworn to before me this 23rd day of July, 2015
Notary Public: Mary L Hoiland
My commission expires: January 31, 2020

MARY L. HOILAND
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 63,260.50
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Willis Fossing Date: 8-3-2015

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

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702™–1992, Application and Certificate for Payment, or G732™–2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

CRC PROJ. #: 5250

APPLICATION NO: 4
APPLICATION DATE: 7/23/2015
PERIOD TO: 7/31/2015
ARCHITECT'S PROJECT NO: 14-28 Reissued

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED: FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED: THIS PERIOD	MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C – G)	RETAINAGE (If variable rate)
1	MOBILIZATION	$20,000.00	$20,000.00	$0.00	$0.00	$20,000.00	100%	$0.00	$1,000.00
2	TEMP FENCING	$2,500.00	$2,000.00	$500.00	$0.00	$2,500.00	100%	$0.00	$125.00
3	EXCAVATION	$50,000.00	$50,000.00	$0.00	$0.00	$50,000.00	100%	$0.00	$2,500.00
4	ASPHALT	$20,000.00	$4,000.00	$16,000.00	$0.00	$20,000.00	100%	$0.00	$1,000.00
5	CONCRETE	$40,000.00	$40,000.00	$0.00	$0.00	$40,000.00	100%	$0.00	$2,000.00
6	MASONRY	$30,000.00	$30,000.00	$0.00	$0.00	$30,000.00	100%	$0.00	$1,500.00
7	DOORS, FRAMES & HDWE	$1,500.00	$1,000.00	$500.00	$0.00	$1,500.00	100%	$0.00	$75.00
8	SECTIONAL DOOR	$5,800.00	$0.00	$5,800.00	$0.00	$5,800.00	100%	$0.00	$290.00
9	PAINTING	$8,400.00	$0.00	$8,400.00	$0.00	$8,400.00	100%	$0.00	$420.00
10	FIRE SPRINKLERS	$23,000.00	$4,500.00	$18,500.00	$0.00	$23,000.00	100%	$0.00	$1,150.00
11	PLUMBING	$4,000.00	$4,000.00	$0.00	$0.00	$4,000.00	100%	$0.00	$200.00
12	HVAC	$29,000.00	$28,000.00	$1,000.00	$0.00	$29,000.00	100%	$0.00	$1,450.00
13	ELECTRICAL	$10,000.00	$9,500.00	$500.00	$0.00	$10,000.00	100%	$0.00	$500.00
14	FIRE ALARM	$4,000.00	$0.00	$4,000.00	$0.00	$4,000.00	100%	$0.00	$200.00
15	ACCESS CONTROL ALLOWANCE	$3,500.00	$0.00	$3,500.00	$0.00	$3,500.00	100%	$0.00	$175.00
16	ALTERNATE #2	$5,000.00	$5,000.00	$0.00	$0.00	$5,000.00	100%	$0.00	$250.00
17	PERMITS, BONDS AND INSURANCE	$12,000.00	$12,000.00	$0.00	$0.00	$12,000.00	100%	$0.00	$600.00
18	GENERAL CONDITIONS	$34,740.00	$26,850.00	$7,890.00	$0.00	$34,740.00	100%	$0.00	$1,737.00
	GRAND TOTAL	$303,440.00	$236,850.00	$66,590.00	$0.00	$303,440.00	100%	$0.00	$15,172.00

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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101210ACD44

CC Regular Session **4. 14.**

Meeting Date: 08/25/2015

By: Kathy Schmitz, Administrative Services

Information

Title

Adopt Resolution #15-08-208 Approving Partial Payment to Brennan Construction of MN, Inc. for IP #14-30 Fire Station #2

Purpose/Background:

Resolution and Pay Requests are Attached.

Recommendation:

BKV Group, Inc., the project manager hired by the City, has inspected the completed work and recommends partial payments to Brennan Construction of MN for IP #14-30, Fire Station #2, in the amounts of $217,780.85 and $147,207.25 for a total of $364,988.10.

Action:

Motion to Adopt Resolution #15-08-208 Approving Partial Payment to Brennan Construction of MN, Inc. for IP #14-30 Fire Station #2

Attachments

Res 15 08 208

Pay Request 003 Labor

Pay Request 003 Material

Form Review

Inbox	Reviewed By	Date
Patrick Brama	Patrick Brama	07/20/2015 02:45 PM
Kurt Ulrich	Kurt Ulrich	07/22/2015 02:27 PM
Patrick Brama	Patrick Brama	08/20/2015 02:58 PM
Kurt Ulrich	Kurt Ulrich	08/20/2015 03:08 PM
Form Started By: Kathy Schmitz		Started On: 07/14/2015 11:59 AM
Final Approval Date: 08/20/2015		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-08-208

RESOLUTION APPROVING PARTIAL PAYMENT TO BRENNEN CONSTRUCTION OF MN, INC. FOR IP #14-30 FIRE STATION #2

WHEREAS, pursuant to a motion of the Ramsey City Council, adopted January 27, 2015, accepting plans and specifications and authorizing advertisement for bids for Fire Station #2; and

WHEREAS, the bid of Brennan Construction in the amount of $3,135,000.00 was the lowest responsible bidder; and

WHEREAS, pursuant to a motion of the Ramsey City Council on April 14, 2015 adopting Resolution #15-04-079, Brennan Construction of MN, Inc. was awarded a contract for said work; and

WHEREAS, as of August 24, 2015, $329,651.90 has been paid to date; and

WHEREAS, the BKV Group has inspected the completed work and recommends partial payments to Brennan Construction in the amounts of $217,780.85 and $147,207.25 for a total of $364,988.10.

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 authorizes partial payments to Brennan Construction of MN, Inc. for Improvement Project #14-30; Fire Station #2 in amounts of $217,780.85 and $147,207.25 for a total of $364,988.10.

2) That the City Council hereby accepts the project and authorizes the City Administrator to sign the release form for these payments.

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 25th day of August, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	City of Ramsey 7550 Sunwood Drive NW Ramsey, MN 55303	**PROJECT:**	Ramsey Fire Station #2 5650 Alpine Drive NW Ramsey, MN 55303	**APPLICATION NO:** 003 Labor - #2827 **PERIOD TO:** July 31, 2015 **CONTRACT FOR:** General Construction **CONTRACT DATE:** April 15, 2015 **PROJECT NOS:** / 15-12 /	**Distribution to:** OWNER: ARCHITECT: CONTRACTOR: FIELD: OTHER:
FROM CONTRACTOR:	Brennan Construction of MN Inc. 124 E. Walnut Street, Suite 20 Mankato, MN 56001	**VIA ARCHITECT:**	BKV Group, Inc. 222 North Second Street Minneapolis, MN 55401		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,450,000.00
2. NET CHANGE BY CHANGE ORDERS		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,450,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 374,110.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 18,705.50	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 18,705.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 355,404.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 137,623.65
8. CURRENT PAYMENT DUE		$ 217,780.85
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 1,094,595.50	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this Month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

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

CONTRACTOR:
By: Catherine Brennan Date: August 03, 2015
State of: Minnesota
County of: Blue Earth
Subscribed and sworn to before me this 3rd day of Aug, 2015

KAITLYNN VICTORIA STEELE
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

Notary Public: Kaitlynn Steele
My Commission expires: January 31, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ 217,780.85

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Date: 8/11/15

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

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 003 Labor
APPLICATION DATE: 07/31/2015
PERIOD TO: 07/31/2015
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	General Contractor Labor	112,228.00	16,000.00	11,000.00	0.00	27,000.00	24.06 %	85,228.00	0.00
	General Conditions	100,108.00	25,000.00	17,000.00	0.00	42,000.00	41.95 %	58,108.00	0.00
	Sod & Landscaping	35,762.00	0.00	26,900.00	0.00	26,900.00	75.22 %	8,862.00	0.00
	Irrigation	4,950.00	0.00	0.00	0.00	0.00	0.00 %	4,950.00	0.00
	Asphalt	11,368.00	0.00	0.00	0.00	0.00	0.00 %	11,368.00	0.00
	Earthwork	108,867.00	73,867.00	10,000.00	0.00	83,867.00	77.04 %	25,000.00	0.00
	Concrete	167,193.00	30,000.00	7,208.00	0.00	37,208.00	22.25 %	129,985.00	0.00
	Precast	13,090.00	0.00	13,090.00	0.00	13,090.00	100.00 %	0.00	0.00
	Masonry	221,610.00	0.00	111,640.00	0.00	111,640.00	50.38 %	109,970.00	0.00
	Steel Erection	113,300.00	0.00	0.00	0.00	0.00	0.00 %	113,300.00	0.00
	Fence	4,172.00	0.00	0.00	0.00	0.00	0.00 %	4,172.00	0.00
	Caulking	5,548.00	0.00	0.00	0.00	0.00	0.00 %	5,548.00	0.00
	Air Barrier	13,600.00	0.00	0.00	0.00	0.00	0.00 %	13,600.00	0.00
	Roofing	104,990.00	0.00	0.00	0.00	0.00	0.00 %	104,990.00	0.00
	Spray Foam	5,050.00	0.00	0.00	0.00	0.00	0.00 %	5,050.00	0.00
	Glass & Glazing	47,921.00	0.00	0.00	0.00	0.00	0.00 %	47,921.00	0.00
	Special Doors	6,870.00	0.00	0.00	0.00	0.00	0.00 %	6,870.00	0.00
	Dryall	26,620.00	0.00	0.00	0.00	0.00	0.00 %	26,620.00	0.00
	Tile	11,180.00	0.00	0.00	0.00	0.00	0.00 %	11,180.00	0.00
	Acoustic Ceiling	1,255.00	0.00	0.00	0.00	0.00	0.00 %	1,255.00	0.00
	Flooring	4,595.00	0.00	0.00	0.00	0.00	0.00 %	4,595.00	0.00

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(1883648043)
User Notes:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Painting & Wallcovering	21,100.00	0.00	0.00	0.00	0.00	0.00 %	21,100.00	0.00
	Resinous Flooring	14,000.00	0.00	0.00	0.00	0.00	0.00 %	14,000.00	0.00
	Signage	1,545.00	0.00	0.00	0.00	0.00	0.00 %	1,545.00	0.00
	FPS	295.00	0.00	0.00	0.00	0.00	0.00 %	295.00	0.00
	Window Treatments	1,060.00	0.00	0.00	0.00	0.00	0.00 %	1,060.00	0.00
	Plumbing	104,043.00	0.00	10,405.00	0.00	10,405.00	10.00 %	93,638.00	0.00
	Fire Protection	14,900.00	0.00	0.00	0.00	0.00	0.00 %	14,900.00	0.00
	HVAC	72,780.00	0.00	14,000.00	0.00	14,000.00	19.24 %	58,780.00	0.00
	Electrical	100,000.00	0.00	8,000.00	0.00	8,000.00	8.00 %	92,000.00	0.00
			0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
	GRAND TOTAL	$1,450,000.00	$144,867.00	$229,243.00	$0.00	$374,110.00	25.80 %	$1,075,890.00	$0.00

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User Notes: (1883648043)

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER:	City of Ramsey 7550 Sunwood Drive NW Ramsey, MN 55303	**PROJECT:**	Ramsey Fire Station #2 5650 Alpine Drive NW Ramsey, MN 55303	**APPLICATION NO:** 003 Material - #2828 **PERIOD TO:** July 31, 2015 **CONTRACT FOR:** General Construction **CONTRACT DATE:** April 15, 2015 **PROJECT NOS:** / 15-12 /	**Distribution to:** OWNER: ARCHITECT: CONTRACTOR: FIELD: OTHER:
FROM CONTRACTOR:	Brennan Construction of MN Inc. 124 E. Walnut Street, Suite 20 Mankato, MN 56001	**VIA ARCHITECT:**	BKV Group, Inc. 222 North Second Street Minneapolis, MN 55401		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 1,685,000.00
2. NET CHANGE BY CHANGE ORDERS		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 1,685,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 357,090.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 17,854.50	
b. 0 % of Stored Material (Column F on G703)	$ 0.00	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 17,854.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 339,235.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 192,028.25
8. CURRENT PAYMENT DUE		$ 147,207.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 1,345,764.50	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$ 0.00	$ 0.00
Total approved this Month	$ 0.00	$ 0.00
TOTALS	$ 0.00	$ 0.00
NET CHANGES by Change Order	$ 0.00	

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

CONTRACTOR:
By: Catherine Brennan Date: August 11, 2015
State of: Minnesota
County of: Blue Earth
Subscribed and sworn to before me this 11th day of August, 2015
Notary Public: Katilynn Steele
My Commission expires: January 31, 2020

KAITLYNN VICTORIA STEELE
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED $ 147,207.25
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Date: 8/11/15

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

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Continuation Sheet

AIA Document, G702™–1992, Application and Certification for Payment, or G736™–2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabulations below, amounts are in US dollars.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 003 Material
APPLICATION DATE: 07/31/2015
PERIOD TO: 07/31/2015
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	General Conditions	291,577.00	93,000.00	31,000.00	0.00	124,000.00	42.53 %	167,577.00	0.00
	Sod & Landscaping	24,738.00	0.00	0.00	0.00	0.00	0.00 %	24,738.00	0.00
	Irrigation	4,790.00	0.00	0.00	0.00	0.00	0.00 %	4,790.00	0.00
	Asphalt	15,527.00	0.00	0.00	0.00	0.00	0.00 %	15,527.00	0.00
	Earthwork	118,500.00	78,500.00	40,000.00	0.00	118,500.00	100.00 %	0.00	0.00
	Concrete	111,462.00	20,000.00	0.00	0.00	20,000.00	17.94 %	91,462.00	0.00
	Precast	3,503.00	0.00	3,503.00	0.00	3,503.00	100.00 %	0.00	0.00
	Masonry	204,480.00	0.00	57,352.00	0.00	57,352.00	28.05 %	147,128.00	0.00
	Structural Steel	137,184.00	0.00	0.00	0.00	0.00	0.00 %	137,184.00	0.00
	Fence	1,517.00	0.00	0.00	0.00	0.00	0.00 %	1,517.00	0.00
	Millwork & Trim	19,904.00	0.00	0.00	0.00	0.00	0.00 %	19,904.00	0.00
	Caulking	2,376.00	0.00	0.00	0.00	0.00	0.00 %	2,376.00	0.00
	Air Barrier	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
	Roofing	161,340.00	0.00	0.00	0.00	0.00	0.00 %	161,340.00	0.00
	Spray Foam	2,600.00	0.00	0.00	0.00	0.00	0.00 %	2,600.00	0.00
	Doors & Hardware	35,348.00	0.00	0.00	0.00	0.00	0.00 %	35,348.00	0.00
	Glass & Glazing	50,125.00	0.00	0.00	0.00	0.00	0.00 %	50,125.00	0.00
	Special Doors	42,559.00	0.00	0.00	0.00	0.00	0.00 %	42,559.00	0.00
	Dryall	14,380.00	0.00	0.00	0.00	0.00	0.00 %	14,380.00	0.00
	Tile	9,181.00	0.00	0.00	0.00	0.00	0.00 %	9,181.00	0.00
	Acoustic Ceiling	4,745.00	0.00	0.00	0.00	0.00	0.00 %	4,745.00	0.00
	Flooring	10,400.00	0.00	10,400.00	0.00	10,400.00	100.00 %	0.00	0.00

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User Notes: (1447579951)

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Painting & Wallcovering	10,800.00	0.00	0.00	0.00	0.00	0.00 %	10,800.00	0.00
	Resinous Flooring	14,000.00	0.00	0.00	0.00	0.00	0.00 %	14,000.00	0.00
	Signage	4,815.00	0.00	0.00	0.00	0.00	0.00 %	4,815.00	0.00
	Flag	4,441.00	0.00	0.00	0.00	0.00	0.00 %	4,441.00	0.00
	Lockers	4,075.00	0.00	0.00	0.00	0.00	0.00 %	4,075.00	0.00
	Toilet Accessories	1,405.00	0.00	0.00	0.00	0.00	0.00 %	1,405.00	0.00
	Appliances	1,500.00	0.00	0.00	0.00	0.00	0.00 %	1,500.00	0.00
	Entrance Flooring	2,534.00	0.00	0.00	0.00	0.00	0.00 %	2,534.00	0.00
	Window Treatments	3,090.00	0.00	0.00	0.00	0.00	0.00 %	3,090.00	0.00
	Plumbing	132,336.00	10,635.00	0.00	0.00	10,635.00	8.04 %	121,701.00	0.00
	Fire Protection	9,300.00	0.00	0.00	0.00	0.00	0.00 %	9,300.00	0.00
	HVAC	102,968.00	0.00	10,000.00	0.00	10,000.00	9.71 %	92,968.00	0.00
	Electrical	117,500.00	0.00	2,700.00	0.00	2,700.00	2.30 %	114,800.00	0.00
			0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
	GRAND TOTAL	$1,685,000.00	$202,135.00	$154,955.00	$0.00	$357,090.00	21.19 %	$1,327,910.00	$0.00

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User Notes:
(1447579951)

CC Regular Session **4. 15.**

Meeting Date: 08/25/2015

By: Colleen Lasher, Administrative Services

Information

Title

Adopt Resolution #15-08-214 Authorizing a Long Tern Disability (LTD) Carrier Change and a Non-union Employee LTD Benefit Change

Purpose/Background:

The purpose of this case is to consider changing long term disability carriers and revising the non-union long term disability benefit, effective January 1, 2016. The City carries two long term disability benefit plans with Madison National Insurance; a voluntary and a non-voluntary plan. The City does not make a contribution to either plan, nor will it as a result of this case. Currently, non-union employees and AFSCME employees are included in the voluntary plan. LELS Patrol, LELS Sergeants, and fulltime non-union public safety employees are included in the non-voluntary plan. The key difference between the two plans is the cost of the premiums and the maximum benefit period. The voluntary plan is age-rated whereas the non-voluntary plan is fixed at .09 cents per $100 of coverage. Age rated premiums range from .26 cents to $2.63 per $100 of coverage. The maximum benefit period under the voluntary plan is through normal retirement age whereas the non-voluntary plan is two years. The maximum benefit period information was shared with non-union employees and the level of interest remains very high.

As a result of the age-rated voluntary plan design, the City is seeing more mature employees drop off the plan due to the high costs. This is unfortunate since history has proven that this is the demographic most likely to utilize the benefit. Consequently, staff initiated discussions to explore options to switch non-union employees to the non-voluntary plan. The quote from Sun Life came back at 10% less than the current carrier, plus Sun Life is a better rated carrier with a richer benefit plan and they will include a two-year rate guarantee.

Staff polled all twenty-one non-union employees (this number excludes the 5 non-union fulltime public safety employees already participating in the non-voluntary plan and one employee who is leaving the City). All but two non-union employees are very interested in the change. Staff has obtained a waiver for the two employees not interested in enrolling in the plan so they would not be forced to participate. If approved, all current non-union employees (excluding the two current employees allowed to waive coverage) and all future non-union employees would be required to participate in the non-voluntary plan at their own cost.

Notification:

As an example of the significant cost savings, a 50-54 year old voluntary plan participant with $5000 of coverage per month would realize a cost reduction from $103.00 per month to $3.91 per month under the non-voluntary plan.

Observations/Alternatives:

Option #1: To change long term disability carriers from Madison National Insurance to Sun Life Insurance effective January 1, 2016 and switch all current non-union employees (excluding the two employees allowed to waive) and all future non-union employees to the non-voluntary long term disability (LTD) plan, effective January 1, 2016, at their own costs.

Option #2: To change long term disability carriers from Madison National Insurance to Sun Life Insurance effective January 1, 2016 only -- not making a change to the non-union plan design. This option is not recommended.

Option #3: Seek a quote from the current carrier to add the non-union group to the non-voluntary plan. This option is not recommended.

Funding Source:

Not applicable.

Recommendation:

To authorize staff implement option #1 above to do the following: 1) change long term disability carriers from Madison National Insurance to Sun Life Insurance effective January 1, 2016, and 2) switch all current non-union employees (excluding the two employees allowed to waive) and all future non-union employees to the non-voluntary long term disability plan, effective January 1, 2016, at their own cost.

Action:

Motion to adopt resolution #15-08-214 to authorize staff to do the following: 1) change long term disability carriers from Madison National Insurance to Sun Life Insurance effective January 1, 2016, and 2) switch all current non-union employees (excluding the two employees allowed to waive) and all future non-union employees to the non-voluntary long term disability plan, effective January 1, 2016, at their own cost.

Attachments

Resolution 1508214

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/20/2015 01:55 PM
Form Started By: Colleen Lasher		Started On: 08/20/2015 08:43 AM
Final Approval Date: 08/20/2015		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-08-214

RESOLUTION TO AUTHORIZE A LONG TERM DISABILITY (LTD) CARRIER CHANGE AND A NON-UNION EMPLOYEE LTD BENEFIT CHANGE

WHEREAS, the City carries two long term disability benefit plans with Madison National Insurance; a voluntary and a non-voluntary plan; and

WHEREAS, a quote from Sun Life Insurance, a higher rated carrier, is 10% less than the current carrier, with a richer benefit plan and a two-year rate guarantee; and

WHEREAS, staff recommends changing long term disability carriers from Madison National Insurance to Sun Life Insurance effective January 1, 2016; and

WHEREAS, staff recommends switching all current non-union employees (excluding the two employees allowed to waive) and all future non-union employees to the non-voluntary long term disability plan, effective January 1, 2016.

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

Motion to adopt resolution #15-08-214 to authorize staff to do the following: 1) change long term disability carriers from Madison National Insurance to Sun Life Insurance effective January 1, 2016, and 2) switch all current non-union employees (excluding the two employees allowed to waive) and all future non-union employees to the non-voluntary long term disability plan, effective January 1, 2016, at their own cost..

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 25th day of August, 2015.

_____
Mayor

ATTEST:

_____

City Clerk

CC Regular Session **4. 16.**

Meeting Date: 08/25/2015

By: Jo Thieling, Administrative Services

Information

Title

Adopt Resolution #15-08-215 Proclaiming September 17 - 23, 2015 as Constitution Week

Purpose/Background:

Purpose: To consider adoption of a resolution again proclaiming September 17 - 23, 2015 as Constitution Week.

Background: As per a request by the Daughters of the American Revolution, the City Council is asked to consider adopting the attached resolution proclaiming September 17 - 23, 2015 as Constitution Week.

Recommendation:

Staff recommends adoption of the resolution proclaiming Constitution Week as has been done for the past several years by the Ramsey City Council.

Action:

Motion to adopt Resolution #15-08-215 Proclaiming September 17 - 23, 2015 as Constitution Week.

Attachments

Resolution Constitution Week

Form Review

Form Started By: Jo Thieling Started On: 08/21/2015 02:15 PM

Final Approval Date: 08/21/2015

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #15-08-215

RESOLUTION PROCLAIMING SEPTEMBER 17 – 23, 2015 AS CONSTITUTION WEEK

WHEREAS, September 17, 2015, marks the two hundred twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week.

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

1) That the City Council of the City of Ramsey hereby proclaims the week of September 17 through 23, 2015, as **CONSTITUTION WEEK.**

2) That the City Council of the City of Ramsey asks its citizens to reaffirm the ideals of the Framers of the Constitution by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be gained.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of August 2015.

_____

Mayor

ATTEST:

_____

City Clerk

CC Regular Session **7. 1.**

Meeting Date: 08/25/2015

By: Tim Gladhill, Community Development

Information

Title:

Adopt Ordinance #15-10 Vacating Permanent Road Easement for Ridgepoint

Purpose/Background:

The purpose of this case is to consider adopting Ordinance #15-10, formally vacating an existing road easement in the project area known as Ridgepoint. The request is part of the Application from Village Bank. The City Council has previously approved the Plat, Assessment Agreement, and Improvement Project for this development. To ensure that the easement was not prematurely vacated, as it is currently necessary for the Mississippi River Trail, Staff postponed final adoption until all other actions were approved.

Notification:

Staff attempted to notify all Property Owners within 700 feet of the Subject Property via Standard US Mail of the Public Hearing held by the Planning Commission. A Public Hearing Notification was also published in the Anoka County UnionHerald.

Observations/Alternatives:

Alternatives

Alternative #1: Adopt Ordinance #15-10. The Plat has been approved and necessary easements are adequately replaced on said plat. This action is needed to formally record the plat.

Alternative #2: Do not adopt Ordinance #15-10. By not vacating the easement, the amount of buildable area is restricted. The easement is no longer needed once the plat is recorded, which will provide the necessary encumbrance for the Mississippi River Trail and right of way for Rivlyn Avenue. Staff does not recommend this alternative.

Funding Source:

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

Recommendation:

As the ordinance has already been introduced, Staff recommends that the City Council adopt Ordinance #15-10.

Action:

Motion to waive the City Charter requirement to read the ordinance aloud, and adopt Ordinance #15-10 Vacating Permanent Road Easement.

Roll Call Vote:

Councilmember Riley
Councilmember Shryock
Councilmember Williams
Councilmember LeTourneau
Councilmember Kuzma
Councilmember Johns

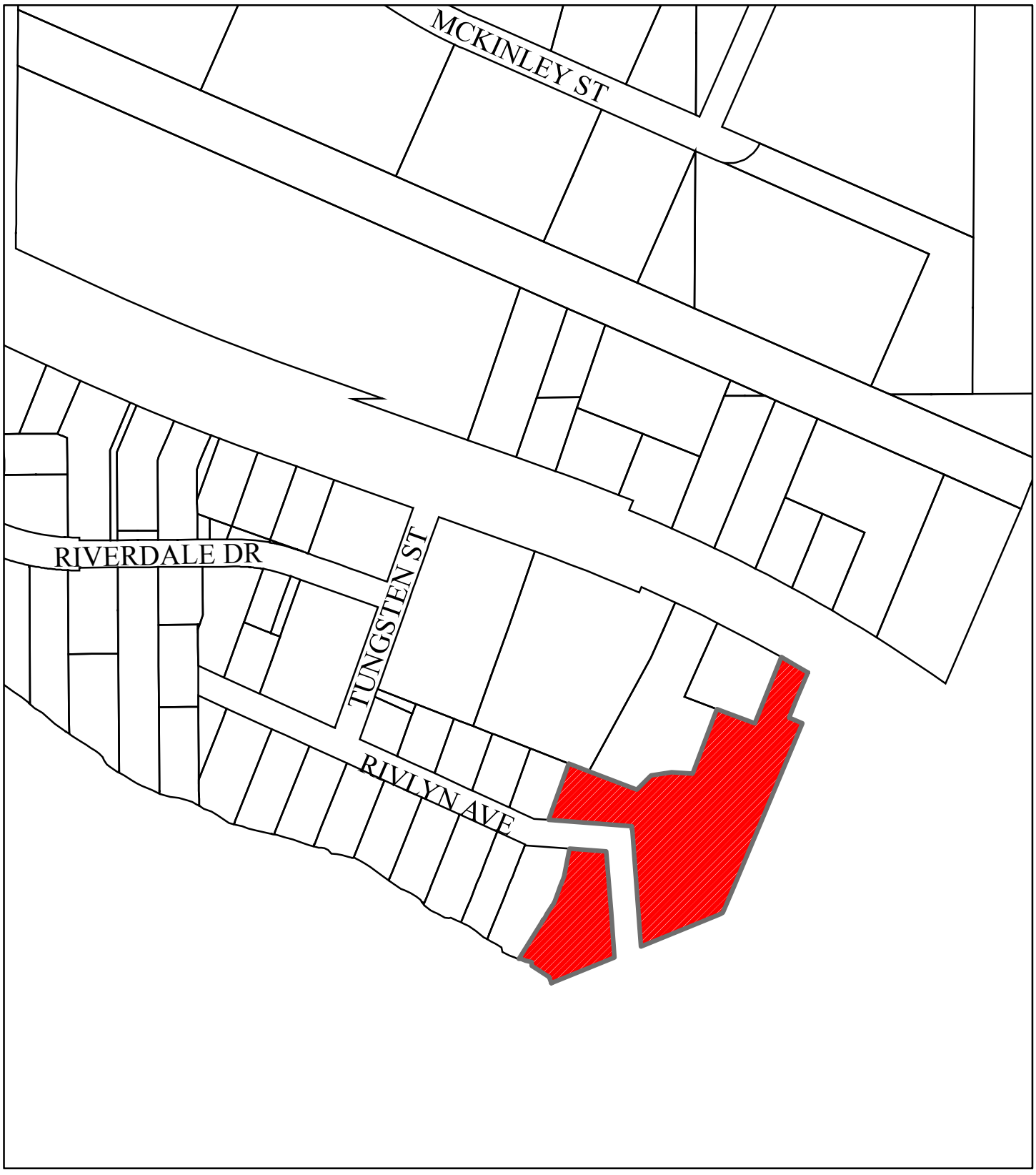
Mayor Strommen

Attachments

Site Location Map
Final Plat
Ordinance #15-10

Form Review

Inbox	Reviewed By	Date
Tim Gladhill (Originator)	Tim Gladhill	08/20/2015 08:09 AM
Chris Anderson	Chris Anderson	08/20/2015 09:56 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 11:16 AM
Form Started By: Tim Gladhill		Started On: 08/19/2015 08:01 AM
Final Approval Date: 08/20/2015		



City of RAMSEY

Village Bank

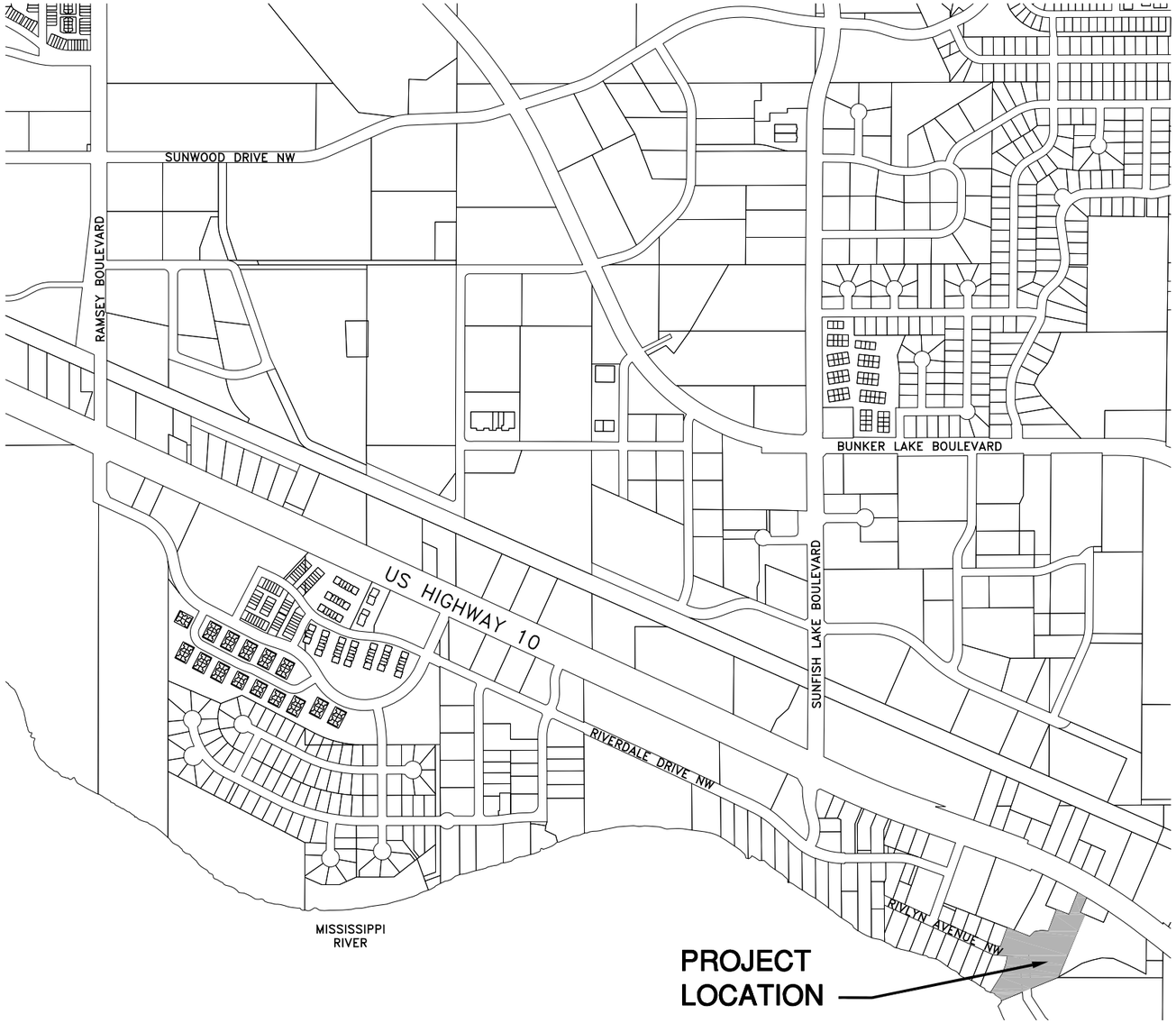
Legend
Site
Parcels

N

0 420 840 Feet

RIDGEPOINT

SITE DEVELOPMENT PLANS
FOR VILLAGE BANK
CITY OF RAMSEY

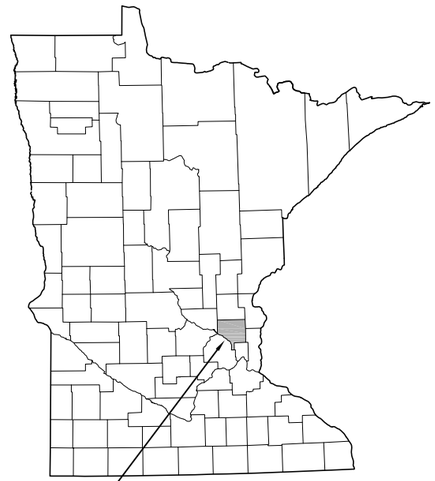


DEVELOPER/OWNER

VILLAGE BANK
9298 CENTRAL AVENUE NE
BLAINE, MN 55434
DONALD KVETON
763-780-2100
763-780-3500 (FAX)

ENGINEER/SURVEYOR

HAKANSON ANDERSON
3601 THURSTON AVE.
ANOKA, MN 55303
ADAM M. THIELE, P.E.
CHARLES R. CHRISTOPHERSON, P.L.S.
763-427-5860
763-427-0520 (FAX)



GOVERNING SPECIFICATIONS

THE 2014 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION", THE 2014 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION", AND THE 2013 CEAM STANDARD SPECIFICATIONS SHALL GOVERN.

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

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

ALL REQUIREMENTS OF THE PROJECT MANUAL FOR RIDGEPOINT.

SHEET INDEX

THIS PLAN CONTAINS 20 SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	CONSTRUCTION NOTES, DETAILS AND TABULATIONS
3	EROSION CONTROL NOTES AND DETAILS
4	ESTIMATED QUANTITIES AND EARTHWORK
5	STREET AND STORM DETAILS
6	WATER AND SEWER DETAILS
7	GRADING AND SOILS DETAILS
8	UNDOCUMENTED FILL DETAILS
9	EXISTING TOPOGRAPHY AND REMOVALS PLAN
10	GRADING, DRAINAGE AND EROSION CONTROL PLAN
11	SANITARY SEWER AND WATER MAIN
12	STREET AND STORM SEWER
13	STORM SEWER
14	TRAIL PLAN AND DETAIL
15	LANDSCAPE PLAN
16-20	PEDESTRIAN CURB RAMP DETAILS

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

ADAM M. THIELE, P.E.
HAKANSON ANDERSON
DESIGN ENGINEER

51317 LIC. NO.

DATE 12/29/2014

DATE	REVISION
12-29-14	ISSUE FOR CITY REVIEW
01-06-15	REVISED FOR ADDITION OF STORM SEWER PROFILES
01-21-15	REVISED PER CITY COMMENTS
03-26-15	REVISED PER CITY COMMENTS

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

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

BENCHMARKS:

① TNH SOUTH OF RIVLYN AVENUE, JUST WEST OF PROJECT SITE.
ELEV=859.98

N

500 0 500 1000
SCALE IN FEET

3632.02

Apr 10, 2015 - 10:08am
K:\cad_eng\PROJECTS\PRIVATE\3632.02\dwg\3632021TITLE.dwg

GENERAL CONSTRUCTION AND SOILS NOTES:

1. TOP OF THE GRADING SUBGRADE IS DEFINED AS THE BOTTOM OF THE CLASS 5 AGGREGATE BASE OR PAD ELEVATION. ALL UNSTABLE MATERIAL SUCH AS TOPSOIL, SILTS, ORGANIC MATERIALS, MUCK, ETC. ENCOUNTERED DURING EXCAVATION SHALL BE REMOVED.
2. STRIP AND STOCKPILE ALL INPLACE TOPSOIL IN AREAS TO BE DISTURBED BY CONSTRUCTION. INPLACE TOPSOIL MAY BE REUSED IN AREAS TO BE RESTORED WITH MNDOT SEED MIX 22-111. AREAS TO BE RESTORED WITH SOD OR MNDOT SEED MIX 33-262 SHALL HAVE 4" MIN. PREMIUM TOPSOIL PRIOR TO TURF INSTALLATION.
3. STREET AND LOT FILL SHALL BE CONSTRUCTED WITH ENGINEERED FILL. ALL EXCAVATION, SOIL CORRECTIONS AND FILL SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE GEOTECHNICAL EXPLORATION AND EVALUATION REPORT, COMPLETED BY NORTHERN TECHNOLOGIES, INC DATED DECEMBER 9, 2014. ENGINEERED FILL FOR THIS PROJECT SHALL CONSIST OF ALL SOILS ENCOUNTERED WITH THE EXCEPTION OF TOPSOIL, SILT, DEBRIS, ORGANIC MATERIAL AND OTHER UNSTABLE MATERIAL. THE MATERIAL SHALL HAVE A CLASSIFICATION OF SP, SM OR SP-SM (USCS CLASSIFICATIONS) AND MEET ALL CITY REQUIREMENTS.
4. SOIL CORRECTIONS ARE ANTICIPATED TO BE REQUIRED FOR THIS PROJECT. REFER TO GEOTECHNICAL EXPLORATION AND EVALUATION REPORT FOR MORE INFORMATION AND SEE SHEET 8 FOR TYPICAL SECTION FOR SOIL CORRECTIONS WORK. GEOTECHNICAL ENGINEER SHALL BE PRESENT FOR ALL SOIL CORRECTION WORK TO CONFIRM LIMITS OF CORRECTIONS.
5. THE VAST MAJORITY OF THE UNDOCUMENTED FILL MATERIAL IS ESTIMATED TO BE SUITABLE FOR USE AS ENGINEERED FILL, AFTER PROPER SORTING/SIFTING HAS OCCURRED TO REMOVE EXCESS ORGANIC MATERIALS, CONSTRUCTION DEBRIS, OR OTHER DELETERIOUS MATERIALS. ALL SOILS USED TO REPLACE EXCAVATED MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE GEOTECHNICAL REPORT.
6. SAWCUT AND MILL WHEN PLACING NEW PAVEMENT ADJACENT TO INPLACE PAVEMENT AND AT TERMINI OF CONSTRUCTION TO ENSURE A UNIFORM JOINT.
7. BITUMINOUS AND CONCRETE ITEMS DISTURBED BY CONSTRUCTION SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH Mn/DOT SPEC. 2104.3.
8. USE TACK COAT BETWEEN ALL BITUMINOUS MIXTURES. THE BITUMINOUS TACK COAT MATERIAL SHALL BE APPLIED AT A UNIFORM RATE OF 0.04 GAL/SY TO 0.06 GAL/SY BETWEEN BITUMINOUS LAYERS. THE APPLICATION RATES ARE FOR UNDILUTED EMULSIONS (AS SUPPLIED FROM THE REFINERY) OR MC AND RC LIQUID ASPHALTS. THE ASPHALT EMULSION MAY BE FURTHER DILUTED IN THE FIELD IN ACCORDANCE WITH SPEC. 2357.
9. PERFORMANCE GRADED (PG) ASPHALT BINDER PG 58-34, SPEC. 3151, SHALL BE USED FOR ALL BITUMINOUS MIXES ON THIS PROJECT. SPECIFIC PG GRADES ARE SHOWN AT THE END OF THE MIX DESIGNATION NUMBER SHOWN ON THE TYPICAL SECTION.
10. THE BITUMINOUS MIXTURES SHALL MEET THE REQUIREMENTS OF SPECIFICATIONS 2360 AND 3139.
11. EROSION CONTROL SHALL CONFORM TO THE Mn/DOT EROSION CONTROL HANDBOOK.
12. IF NECESSARY, THE UTILITY COMPANIES WILL RELOCATE THEIR FACILITIES CONCURRENTLY WITH THE CONSTRUCTION OPERATIONS UNDER THIS CONTRACT. CONTRACTOR SHALL SCHEDULE CONSTRUCTION IN COOPERATION WITH UTILITY RELOCATION.
13. THE CONTRACTOR SHALL SALVAGE ALL EXISTING STORM AND SANITARY MANHOLE CASTINGS FOR REUSE. ALL ADJUSTING RINGS SHALL BE REMOVED AND DISPOSED. CONTRACTOR SHALL FURNISH AND INSTALL NEW CONCRETE ADJUSTING RINGS. CONTRACTOR SHALL BE PAID FOR THIS WORK PER ITEM 2104-SALVAGE CASTING AND ITEM 2506-ADJUST FRAME AND RING CASTING.
14. CASTINGS FOR SANITARY SEWER MANHOLES SHALL BE NEENAH R-1733 OR APPROVED EQUAL. CASTINGS FOR SANITARY SEWER MANHOLES SHALL HAVE A NEOPRENE GASKET AND GROOVE FOR WATERTIGHT APPLICATION. THE WORDS "SANITARY SEWER" SHALL BE IMPRINTED ON THE COVER. STORM CASTINGS SHALL BE AS NOTED IN THE STORM SEWER SCHEDULE OR AS NOTED IN THE CORRESPONDING DETAIL.
15. AT ALL LOCATIONS WHERE NEW CURB AND GUTTER MEETS EXISTING CURB AND GUTTER, PLACE SAW CUT TO LEAVE A MINIMUM 3 FEET OF IN PLACE CURB AND GUTTER BETWEEN AN EXISTING JOINT AND THE PROPOSED SAW CUT. IF THE 3 FOOT MINIMUM CANNOT BE MAINTAINED, PLACE THE SAW CUT OVER THE EXISTING JOINT. AT THE SAW CUT LOCATION THE CONTRACTOR SHALL DRILL AND GROUT 2 NO. 4 X 12 INCH LONG REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT BARS SHALL BE PLACED A MINIMUM OF 3 INCHES FROM FACE AND BACK OF GUTTER SECTION. THIS WORK SHALL BE INCIDENTAL TO THE OTHER CONTRACT ITEMS.

REFERENCE NOTES:

① ALL STORM SEWER SHALL BE RCP UNLESS NOTED DIFFERENTLY IN THE PLANS.
② STORM SEWER LENGTHS INCLUDE THE APRON, WHERE APPLICABLE.
③ GRATE SHALL BE INCIDENTAL.
④ SUBSTITUTE ECCENTRIC CONE SECTION WITH A MANHOLE SLAB TOP & BARREL SECTION OF APPROPRIATE HEIGHT.

STORM SEWER SCHEDULE

STRUCTURE NO.		STRUCTURE LOCATION		DRAINAGE STRUCTURE				FLOWLINE OR TOP OF CASTING ELEVATION	INVERT ELEVATION		OUTLET PIPE ①②		
FLOWS FROM	FLOWS TO	STATION	OFFSET	TYPE	SIZE (inches)	RAMSEY STANDARD DETAIL NO.	NEENAH CASTING ASSEMBLY				SIZE (inches)	LENGTH (feet)	SLOPE (%)
5001	5002	0+60	16.5' R	CB	24x36	STO-7	R-3501-TB	856.55	S	853.75	12	31	0.82
5002	5004	0+60	16.5' L	CB/MH	48	STO-4 ④	R-3501-TB	856.55	S E SUMP	853.50 853.50 851.50	15	131	0.61
5003	5004	2+02	16.5' R	CB	24x36	STO-7	R-3501-TB	857.21	S	854.30	12	31	4.24
5004	5006	2+02	16.5' L	CB/MH	48	STO-4 ④	R-3501-TB	857.31	S W E SUMP	853.00 852.70 852.70 850.70	15	181	0.50
5005	5007	3+84	17.5'L	CB/MH	48	STO-4 ④	R-3501-TB	857.79	N W E SUMP	851.80 851.80 851.80 849.80	15	93	0.75
5014	5005	3+96	78.9'L	CB	36	STO-6	R-2560-E	854.30	S	851.80	12	63	0.00
5006	5007	5+00	CL EXT	CB	24x36	STO-7	R-3501-TB	856.10	S	853.00	12	74	2.69
5007	5009	4+57	44.9'R	CB/MH	48	STO-4	R-3501-TB	857.16	W N SE SUMP	851.10 851.00 849.00 847.00	15	141	4.60
5008	5009	INF BASIN 1		CB	36	STO-6	R-2560-E	846.50	S W	843.55 843.60	12 CPP	249	0.70
5009	5010	NA	NA	CB/MH	48	STO-7	R-2560-E	845.52	NW N SW	842.50 841.80 841.80	15	104	4.12
5011	5012	NA	NA	APRON	15	N/A	N/A	837.55			15	20	-5.06
5012	5013	NA	NA	POND OUTLET	48	STO-8	HAALA ③ PS48-58SWH	843.24	N SE	838.00 840.00	15	21	4.67

LOT TABULATION

LOT	BLOCK	HOUSE TYPE	STREET CENTERLINE ELEVATION	GARAGE FLOOR ELEVATION	DRIVEWAY GRADE (%)	LOWEST LIVABLE FLOOR ELEVATION	LOOKOUT ELEVATION	LOWEST OPENING ELEVATION	ESTIMATED 100-YEAR FLOOD ELEVATION
1	1	FBWO	857.5	859.5	5.0	851.8	N/A	851.8	847.0
2	1	FBWO+	858.0	860.0	5.0	851.6	N/A	851.6	847.0
3	1	FBWO+	858.3	860.0	4.4	851.6	N/A	851.6	847.0
4	1	FBWO+	858.0	860.0	5.0	851.6	N/A	851.6	847.0
5	1	FBWO+	857.5	860.0	6.1	851.6	N/A	851.6	847.0
6	1	FBWO+	857.5	860.0	6.1	851.6	N/A	851.6	847.0
7	1	FBLO+++	858.3	861.7	4.5	856.0	859.0	859.0	N/A

FB DENOTES FULL BASEMENT
FBLO DENOTES FULL BASEMENT LOOKOUT
FBWO DENOTES FULL BASEMENT WALKOUT
+ DENOTES 13 COURSE BASEMENT
+++ DENOTES DROPPING THE GARAGE FLOOR THREE COURSES

DATE	REVISION
12/29/14	ISSUE FOR CITY REVIEW
1/6/15	REVISED FOR ADDITION OF STORM SEWER PROFILES
1/21/15	REVISED PER CITY COMMENTS
3/26/15	REVISED PER CITY COMMENTS

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.
ADAM M. THIELE, PE
Date 12/29/14 Lic. No. 51317

DESIGNED BY: AMT
DRAWN BY: AMT
CHECKED BY: TAE

Hakanson Anderson
Civil Engineers and Land Surveyors
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763-427-5860 FAX 763-427-0520
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RIDGEPOINT

CONSTRUCTION NOTES, DETAILS AND TABULATIONS
CITY OF RAMSEY, MINNESOTA

SHEET 2 OF 20 SHEETS

3632.02

Apr 10, 2015 - 10:08am
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STATEMENT OF ESTIMATED QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	
1	MOBILIZATION	LUMP SUM	1	
2	UTILTY RELOCATION ALLOWANCE	LUMP SUM	1	
3	REMOVE BUILDING	LUMP SUM	1	
4	CLEARING AND GRUBBING	ACRE	1.2	
5	REMOVE FENCE	LIN FT	667	
6	REMOVE CURB	LIN FT	350	
7	REMOVE CONCRETE PAVEMENT	SQ FT	1075	
8	REMOVE CONCRETE PED RAMP	EACH	1	
9	REMOVE SEWER PIPE (STORM)	LIN FT	15	
10	REMOVE SEWER PIPE (SANITARY)	LIN FT	72	
11	REMOVE BITUMINOUS PAVEMENT - STREET	SQ YD	592	
12	REMOVE BITUMINOUS PAVEMENT - DRIVEWAY	SQ YD	80	
13	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	97	
14	SALVAGE & REPLACE MAILBOX	EACH	3	
15	SALVAGE & REPLACE SANITARY CASTING	EACH	1	
16	REMOVE SEPTIC SYSTEM (TANKS, DRAIN FIELD, ALL APPURTENANCES)	LUMP SUM	1	
17	SUBGRADE PREPARATION	ROAD STA	5	
18	DEWATERING	LUMP SUM	1	(1)
19	COMMON EXCAVATION (CV)	CU YD	24869	
20	COMMON BORROW (CV)	CU YD	4475	
21	SELECT GRANULAR BORROW (CV)	CU YD	4475	(4)
22	AGGREGATE BASE CLASS 5 - TRAIL (P)	TON	100	
23	AGGREGATE BASE CLASS 5 - STREET & DRIVEWAY (P)	TON	550	
24	BITUMINOUS MATERIAL FOR TACK COAT	GALLONS	170	
25	TYPE SP 12.5 WEARING COURSE MIXTURE (2 B) - TRAIL	TON	105	
26	TYPE SP 12.5 WEARING COURSE MIXTURE (3 B)	TON	200	
27	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	267	
28	IMPORT ENGINEERED FILL (CV)	CU YD	3800	
29	15" RC PIPE APRON	EACH	3	
30	TRASH GUARD FOR 15" RC PIPE APRON	EACH	3	
31	4" DUCTILE IRON PIPE SEWER CL 52 (FORCEMAIN)	LIN FT	250	
32	12" RC PIPE SEWER DESIGN 3006 CL V	LIN FT	199	
33	15" RC PIPE SEWER DESIGN 3006 CL V	LIN FT	691	
34	4" PERF. PIPE DRAIN	LIN FT	45	
35	12" CP PIPE SEWER (SMOOTH)	LIN FT	249	
36	CONNECT TO EXISTING MANHOLE	EACH	1	
37	8" PVC PIPE SEWER (SDR 35)	LIN FT	394	
38	8"x4" PVC WYE	EACH	7	
39	4" PVC SANITARY SERVICE PIPE SDR 26	LIN FT	290	
40	4" PVC CAP	EACH	7	
41	CLEAN AND VIDEO TAPE PIPE SEWER (STORM)	LIN FT	1145	
42	CLEAN AND VIDEO TAPE PIPE SEWER (SANITARY)	LIN FT	394	
43	4" POLYSTYRENE INSULATION	SQ YD	40	
44	DUCTILE IRON FITTINGS	POUND	1644	
45	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	55	
46	8" WATERMAIN DUCTILE IRON CL 53	LIN FT	630	
47	1" CORPORATION STOP	EACH	7	
48	1" CURB STOP AND BOX	EACH	7	
49	1" COPPER PIPE TYPE K	LIN FT	250	
50	6" GATE VALVE AND BOX	EACH	2	
51	8" GATE VALVE AND BOX	EACH	2	
52	CONNECT TO EXISTING WATERMAIN	EACH	1	
53	HYDRANT	EACH	2	
54	HYDRANT RISER	LIN FT	2	
55	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL (POND OUTLET)	EACH	1	
56	CONSTRUCT DRAINAGE STRUCTURE DESIGN H	EACH	2	
57	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	29.7	
58	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	5.7	
59	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2x3 CATCH BASIN	EACH	3	
60	CONSTRUCT SANITARY STRUCTURE DESIGN 48-4007 (O-10)	EACH	3	
61	CASTING ASSEMBLY - STORM	EACH	10	
62	CASTING ASSEMBLY - SANITARY	EACH	3	
63	RANDOM RIPRAP CLASS III	CU YD	28	
64	CONCRETE CURB & GUTTER DESIGN SURMCUNTABLE	LIN FT	1125	
65	6" CONCRETE WALK	SQ FT	100	
66	TRUNCATED DOMES	SQ FT	20	
67	TRAFFIC CONTROL	LUMP SUM	1	
68	FURNISH SIGN PANELS TYPE C	SQ FT	25	
69	SILT FENCE	LIN FT	2566	
70	STORM DRAIN INLET PROTECTION	EACH	10	
71	TEMPORARY ROCK CONSTRUCTION ENTRANCE	EACH	1	
72	DECIDUOUS TREE (1-3/4" CALIPER) (B&B)	EACH	14	
73	PREMIUM TOPSOIL BORROW (LV)	CU YD	202	
74	SODDING TYPE LAWN	SQ YD	1060	
75	SEED MIXTURE 22-111	LBS	504	
76	SEED MIXTURE 33-262	LBS	9	
77	SEEDING	ACRE	4.3	
78	MULCH MATERIAL TYPE 1	TON	8.6	

SUMMARY OF EARTH BALANCE

SUMMARY OF EXCAVATION	
TOTAL CUT	5,869 C.Y.
SOIL CORRECTIONS (2)(3)	19,000 C.Y.
TOTAL COMMON EXCAVATION	24,869 C.Y.
SUMMARY OF FILL QUANTITY	
GENERAL FILL	23,059 C.Y.
SOIL CORRECTIONS	19,000 C.Y.
ROAD HOLD DOWN	−515 C.Y.
TRAIL HOLD DOWN	−125 C.Y.
TOPSOIL HOLD DOWN	−2,100 C.Y.
PAD HOLD DOWN	−1,700 C.Y.
TOTAL FILL QUANTITY	37,619 C.Y.
TOTAL EARTH BALANCE SUMMARY	
TOTAL FILL QUANTITY	37,619 C.Y.
−TOTAL CUT	−5,869 C.Y.
−GRANULAR SOIL CORRECTIONS MATERIAL	−15,200 C.Y.
−GREEN SPACE SOIL CORRECTIONS MAT.	−3,800 C.Y.
−ENGINEERED FILL IMPORT	−3,800 C.Y.
MASS EARTHWORK BALANCE	8,950 C.Y.

REFERENCE NOTES:

(1) DEWATERING IS ONLY EXPECTED FOR SOIL CORRECTION WORK WITHIN LOT 3

(2) SEE SHEET 8 FOR DETAILS.

(3) IT IS ASSUMED THE MAJORITY OF THIS EXCAVATED MATERIAL WILL BE SUITABLE FOR REUSE AS ENGINEERED FILL. FOR OUR CALCULATIONS, WE HAVE ASSUMED 80% WILL BE CLASSIFIED AS ENGINEERED FILL AND SUITABLE FOR REUSE, AND 20% WILL BE REMOVED FROM THE EXCAVATION AND NEED TO BE REPLACED WITH IMPORTED ENGINEERED FILL. THE MAJORITY OF THE MATERIAL NOT CLASSIFIED AS ENGINEERED FILL IS EXPECTED TO BE SUITABLE (NO CONSTRUCTION DEBRIS OR DELETERIOUS VEGETATION) FOR USE AS FILL IN GREEN SPACE SUCH AS THE SCREENING BERMS NORTH AND EAST OF THE SITE. NO SOIL EXPORT IS EXPECTED.

(4) COMMON BORROW IS EXPECTED TO BE AVAILABLE WITHIN THE CITY OF ANOKA STOCKPILES LOCATED APPROX. 750 FEET EAST OF THE SITE. THE CITY OF RAMSEY AND CITY OF ANOKA ARE CURRENTLY WORKING ON AN AGREEMENT THAT WILL ALLOW CONTRACTOR TO HAUL IN FILL FROM THIS STOCKPILE. FOR OUR CALCULATIONS, WE HAVE ASSUMED 50% OF THE FILL REQUIRED WILL BE ABLE TO BE TAKEN FROM THIS STOCKPILE. THE OTHER 50% HAS BEEN ACCOUNTED FOR AS SELECT GRANULAR BORROW. IF CONTRACTOR CHOOSES TO UTILIZE THIS STOCKPILE, THEY SHALL BE RESPONSIBLE FOR ENSURING MATERIAL MEETS THE PROJECT REQUIREMENTS, AND SHALL RESTORE STOCKPILE TO A STABLE CONFIGURATION (SLOPE) AND CONDITION (REVEGETATED).

BASIS OF ESTIMATED QUANTITIES	
Bituminous Pavement	110lbs/yd^2/in
Bituminous Material for Tack Coat	0.05 Gal/yd^2
Seed Mixture 22−111	30 lbs/acre
Seed Mixture 33−262	44 lbs/acre
Type 1 Mulch	2100 lbs/acre
Fertilizer Type 3 22−5−10	300 lbs/acre

STANDARD PLATES

THESE STANDARD PLATES AS APPROVED BY THE FHWA SHALL APPLY

PLATE NO.	DESCRIPTION
3000L	REINFORCED CONCRETE PIPE (5 SHEETS)
3006G	GASKET JOINT FOR R.C. PIPE (2 SHEETS)
3007E	SHEAR REINFORCEMENT FOR PRECAST DRAINAGE STRUCTURES
3100G	CONCRETE APRON FOR REINFORCED CONCRETE PIPE
3139B	RIPRAP AT PRECAST CONRETE END SECTIONS
3145G	CONCRETE PIPE OR PRECAST BOX CULVERT TIES
4005M	MANHOLE OR CATCH BASIN TYPE A & B CONE SECTIONS PRECAST - DESIGN F
4006L	MANHOLE OR CATCH BASIN PRECAST - DESIGNS G AND H
4007C	PRECAST MECHANICAL JOINT SEWER MANHOLE
4010H	CONCRETE SHORT CONE & ADJUSTING RING (SECTIONAL CONCRETE)
4011E	PRECAST CONCRETE BASE
4020J	MANHOLE OR CATCH BASIN (FOR USE WITH OR WITHOUT TRAFFIC LOADS) (2 SHEETS)
4026A	CONCRETE ENCASED CONCRETE ADJUSTING RINGS
4101D	RING CASTING FOR MANHOLE OR CATCH BASIN
4110F	COVER CASTING FOR MANHOLE (FOR USE IN ALL TRAFFIC AREAS) CASTING NO. 715 AND 716
4129G	CATCH BASIN FRAME CASTING (FOR SQUARE GRATE - CASTING NO. 802A
4143E	STOOL GRATE & CONCRETE FRAME (MEDIAN DRAINS) - CASTING NO. 731
4151B	GRATE CASTING FOR CATCH BASIN (SQUARE TYPE) - CASTING NO. 811
4160D	CURB BOX CASTING FOR CATCH BASIN - CASTING NO. 823A AND 833A
4180J	MANHOLE OR CATCH BASIN STEP
7035N	CONCRETE WALK & CURB RETURNS AT ENTRANCES
7038A	DETECTABLE WARNING SURFACE TRUNCATED DOMES
7102J	CONCRETE CURB AND GUTTER (DESIGN D))
7111J	INSTALLATION OF CATCH BASIN CASTINGS (CONCRETE CURB AND GUTTER)
8000I	STANDARD BARRICADES

DATE	REVISION
12/29/14	ISSUE FOR CITY REVIEW
1/6/15	REVISED FOR ADDITION OF STORM SEWER PROFILES
1/21/15	REVISED PER CITY COMMENTS
3/26/15	REVISED PER CITY COMMENTS

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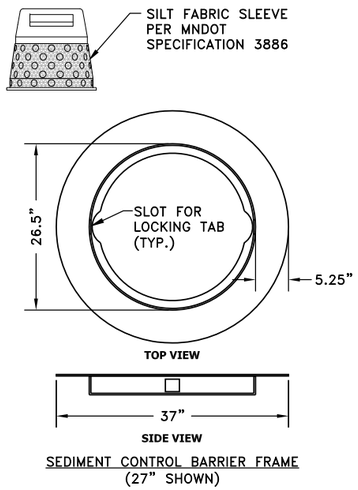
RIDGEPOINT

ESTIMATED QUANTITIES AND EARTHWORK
CITY OF RAMSEY, MINNESOTA

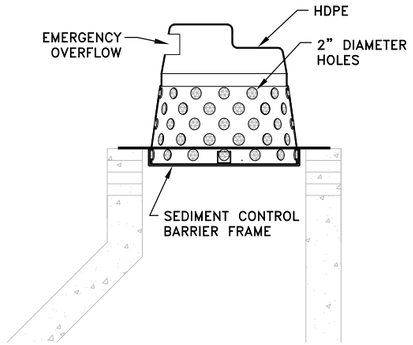
SHEET 3 OF 20 SHEETS

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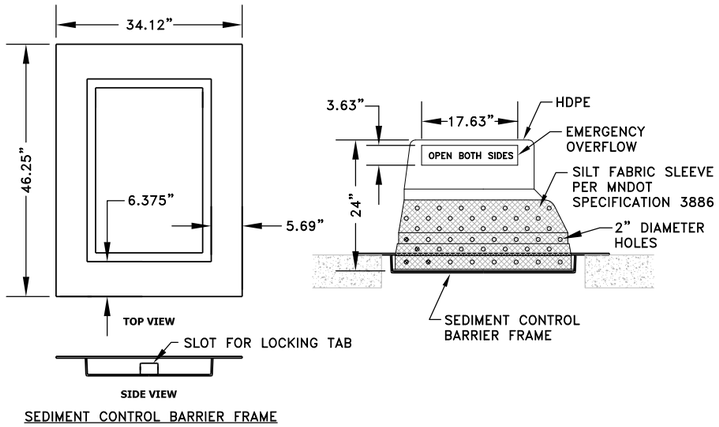


SEDIMENT CONTROL BARRIER FRAME
(27" SHOWN)



1/4 SEDIMENT CONTROL BARRIER FOR CATCH BASINS AND MANHOLES

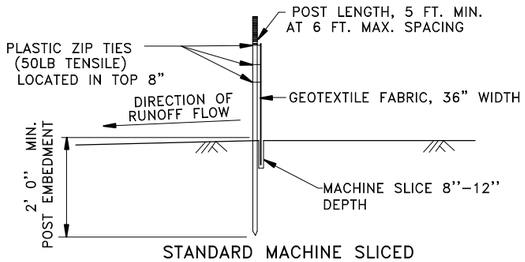
NO SCALE



SEDIMENT CONTROL BARRIER FRAME

2/4 SEDIMENT CONTROL BARRIER FOR CATCH BASINS

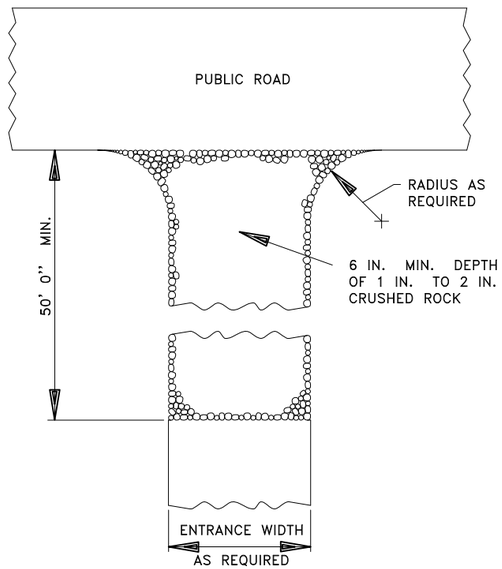
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STANDARD MACHINE SLICED

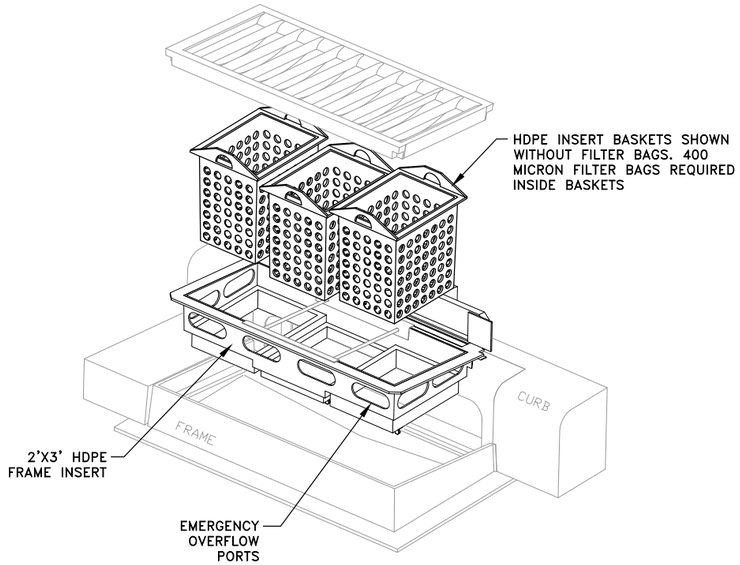
3/4 SILT FENCE

NO SCALE



4/4 ROCK CONSTRUCTION ENTRANCE

NO SCALE



5/4 DEBRIS COLLECTION DEVICE FOR CATCH BASINS

GENERAL EROSION CONTROL NOTES:

1. PRIOR TO ANY CONSTRUCTION ACTIVITIES THE CONTRACTOR SHALL ACQUIRE THE NECESSARY MPCA–NPDES STORMWATER PERMIT.
2. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL FACILITIES (BMP'S) PRIOR TO GRADING AND REMOVAL ACTIVITIES. BMP'S SHALL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION ACTIVITIES AND POTENTIAL FOR EROSION HAS PASSED.
3. THE CONTRACTOR SHALL SCHEDULE THEIR OPERATION TO MINIMIZE THE AMOUNT OF DISTURBED AREA AT ANY GIVEN TIME.
4. BMP'S SHALL BE INSPECTED DAILY BY THE CONTRACTOR AND DOCUMENTED IN THE SWPPP INSPECTION LOG. SWPPP SHALL BE PROVIDED TO THE CITY.
5. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS APPROVED BY THE ENGINEER.
6. THE CONTRACTOR SHALL FILE NOTICE OF TERMINATION (NOT) WITH THE MPCA WHEN FINAL STABILIZATION IS APPROVED BY THE ENGINEER.

DATE	REVISION
12/29/14	ISSUE FOR CITY REVIEW
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RIDGEPOINT

EROSION CONTROL NOTES & DETAILS
CITY OF RAMSEY, MINNESOTA

SHEET 4 OF 20 SHEETS

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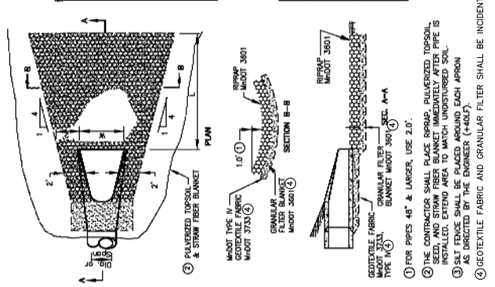
TABLE OF QUANTITIES
RIPRAP AT RCP OUTLETS

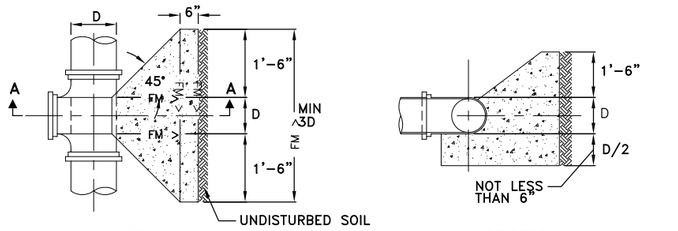
		CLASS II d50=6"		CLASS III d50=9"		CLASS IV d50=12"	
Dia. Round (Inch)	L (Ft.)	6" Depth Granular Filter (Cu. Yd.)	24" Depth Riprap (Cu. Yd.)	9" Depth Granular Filter (Cu. Yd.)	36" Depth Riprap (Cu. Yd.)	12" Depth Granular Filter (Cu. Yd.)	48" Depth Riprap (Cu. Yd.)
12	12	2.8	8.8	3.8	13.2	5.2	17.6
15	12	2.7	8.4	4.1	14.1	5.5	18.8
18	13	3.8	14.0	5.7	21.0	7.7	28.0
21	15	4.9	19.5	7.4	29.4	9.8	39.2
24	16	5.4	21.8	8.4	33.1	10.3	43.5
30	21	8.4	34.8	12.5	51.8	16.8	69.5
36	27	11.7	49.3	17.5	74.0	23.3	99.1
42	27	9.9	38.0	14.9	57.0	19.8	76.0
48	30	11.7	49.3	17.5	74.0	23.3	99.1

TABLE OF QUANTITIES
RIPRAP AT RCP-A OUTLETS or BOXES OF EQUIVALENT SPAN WIDTH

		Class I d50=4"		Class II d50=6"		Class III d50=9"		Class IV d50=12"	
Span Rise (Inch)	L (Ft.)	4"-6" Depth GRANULAR FILTER (Cu. Yd.)	18" Depth Riprap (Cu. Yd.)	6" Depth GRANULAR FILTER (Cu. Yd.)	30" Depth Riprap (Cu. Yd.)	9" Depth GRANULAR FILTER (Cu. Yd.)	36" Depth Riprap (Cu. Yd.)	12" Depth GRANULAR FILTER (Cu. Yd.)	48" Depth Riprap (Cu. Yd.)
22	15	2.7	9.7	4.5	15.2	6.5	19.5	9.4	27.3
28	19	3.7	13.6	6.1	22.9	8.7	27.5	12.5	36.7
43	24	6.2	23.7	10.4	39.5	14.5	47.4	21.4	63.2
51	24	6.2	23.7	10.4	39.5	14.5	47.4	21.4	63.2
58	30	8.7	33.5	14.5	55.8	20.8	66.9	29.8	89.2

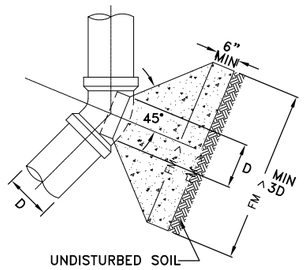
Note: Requirements for riprap size and thickness and filter blanket will be designated in the plans.


PLAN
SECTION B-B
SEC. A-A
RIPRAP MnDOT 3601
MnDOT TYPE IV RIPRAP MnDOT 3733
GRANULAR FILTER BLANKET MnDOT 3601
GEOTEXTILE FABRIC TYPE V
FILTER BLANKET MnDOT 3601
1.5'
2'
1'-4"
1'-4"
2'
1'-4"
1'-4"
1'-4"

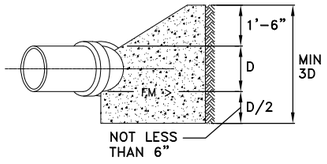


PLAN
TEE

SECTION
TEE



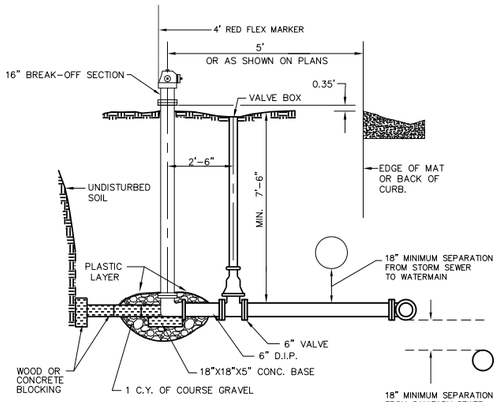
PLAN
45° OR 22.5° BEND



SECTION
45° OR 22.5° BEND

1/6 FORCEMAIN THRUST BLOCKING

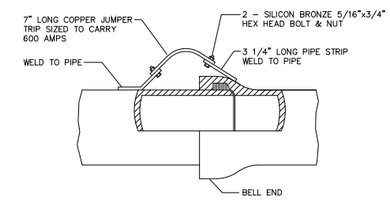
NO SCALE



NOTES:

1. HYDRANTS TO BE ORDERED FOR 8'-0" BURY. IN AREAS OF EXTRA DEPTH ON THE WATERMAIN, HYDRANT EXTENSIONS MAY BE REQUIRED.
2. HYDRANT SHALL BE BLOCKED OR TIED TO THE TEE AT MAIN WITH 2-3/4" DIAMETER TIE RODS. ALL TIE RODS TO BE COAL TAR COATED AFTER INSTALLATION. RESTRAINED JOINT PIPE AND RETAINING GLANDS MAY BE USED.
3. TOP NUT OF HYDRANT 2.5' ABOVE TOP BACK OF CURB OR BITUMINOUS SURFACE
4. HYDRANTS BURIED BELOW WATER TABLE, DRAIN HOLES NEED TO BE PLUGGED AND HYDRANT MARKED BY PAINTING 5" CAP YELLOW
5. BRUSH PAINT ALL HYDRANTS AFTER INSTALLATION IS COMPLETE

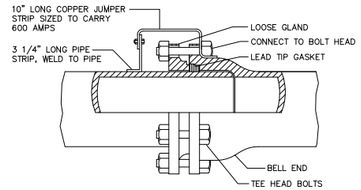
APPROVED DATE 4-2005	City of RAMSEY	STANDARD DETAILS HYDRANT	CITY PLATE No. WAT-3



PUSH ON JOINT

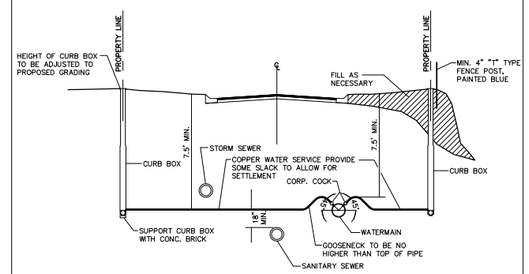
NOTE: DO NOT PASS CURRENT THROUGH PIPE UNLESS PIPE IS FULL OF WATER.

ALTERNATE METHOD BY AMERICAN CAST -IRON USING 4 COPPER CONTACT STRIPS IS AN APPROVED EQUAL TO ABOVE



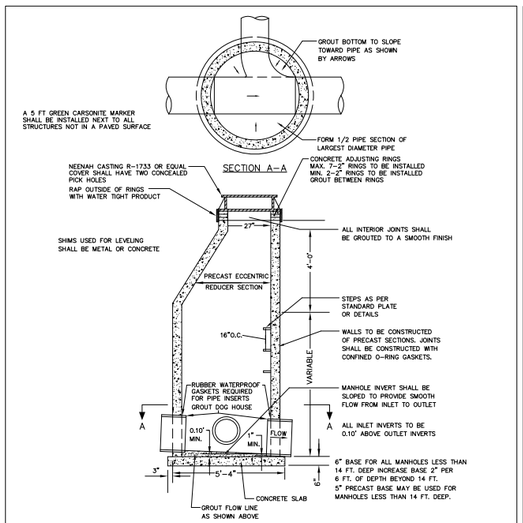
MECHANICAL JOINT

APPROVED DATE 7-93	City of RAMSEY	STANDARD DETAILS JOINT CONNECTION FOR ELECTRICAL CONDUCTIVITY	CITY PLATE No. WAT-1



WATER SERVICE
NTS

APPROVED DATE 7-93	City of RAMSEY	STANDARD DETAILS WATER SERVICE	CITY PLATE No. WAT-4

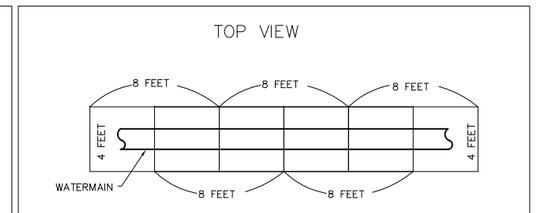


STANDARD DETAIL

NOTES:

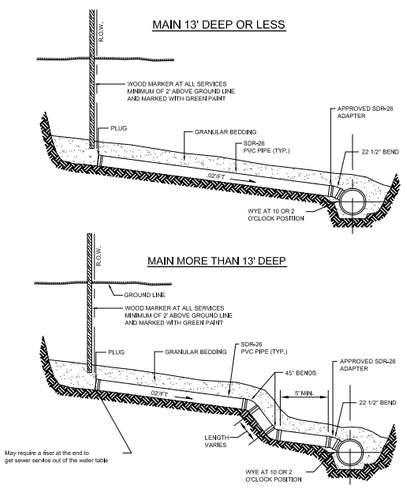
1. A 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES
2. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE
3. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS

APPROVED DATE 1-2006	City of RAMSEY	STANDARD DETAILS MANHOLE	CITY PLATE No. SEW-4



NOTES: 1) SHEETS ARE 2 INCHES BY 4 FEET BY 8 FEET
2) SURFACE PREPARATION SHALL BE SMOOTH AND ROCK FREE
3) JOINTS WILL BE OVERLAPPED BY 4 FEET
4) POLYSTYRENE INSULATION OR APPROVED EQUAL

APPROVED DATE 4/2004	City of RAMSEY	STANDARD DETAILS UTILITY INSULATION	CITY PLATE No. WAT-5



1/4 SANITARY SERVICE DETAIL

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1/21/15	REVISED PER CITY COMMENTS
3/26/15	REVISED PER CITY COMMENTS

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ADAM M. THIELE, PE
Date 12/29/14 Lic. No. 51317

DESIGNED BY: AMT
DRAWN BY: AMT
CHECKED BY: TAE

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Civil Engineers and Land Surveyors
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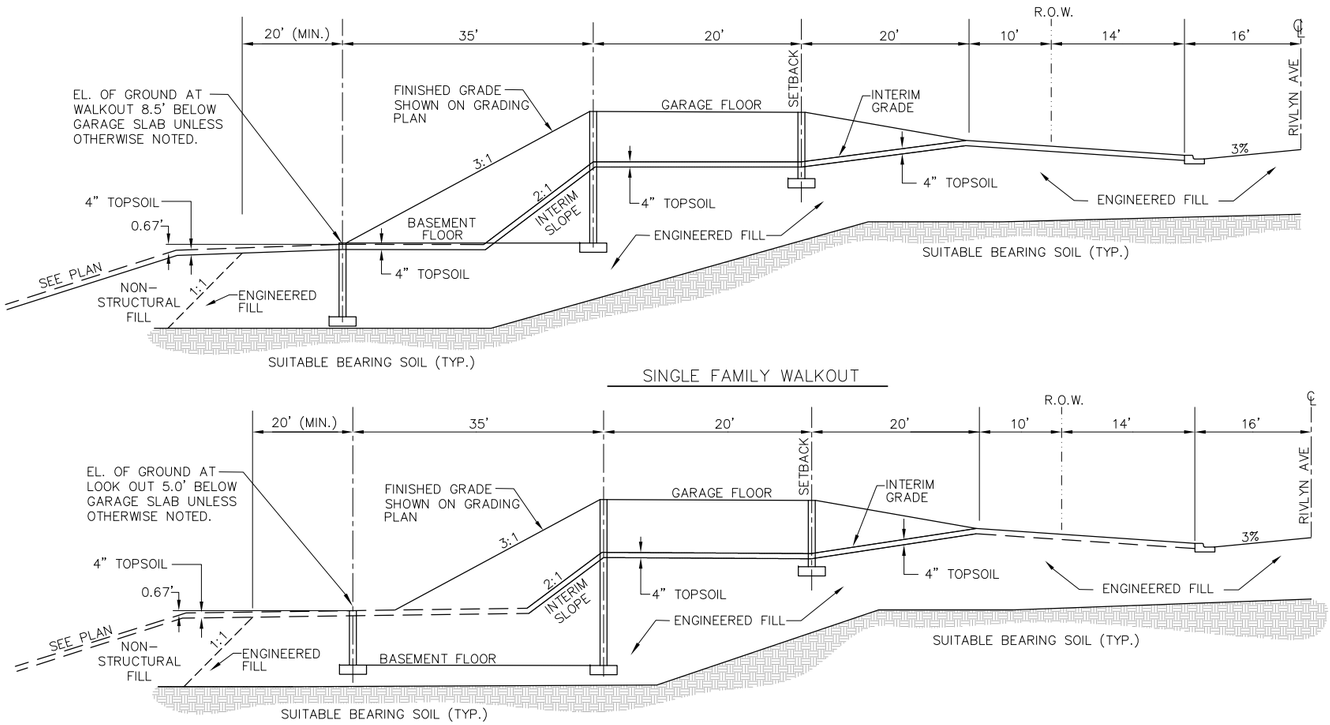
RIDGEPOINT

WATER AND SEWER DETAILS
CITY OF RAMSEY, MINNESOTA

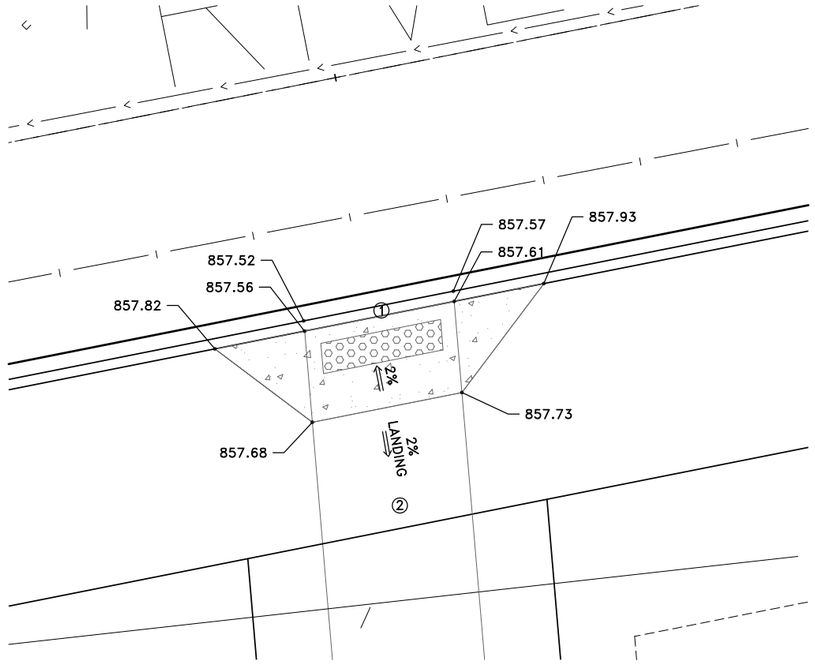
SHEET 6 OF 20 SHEETS

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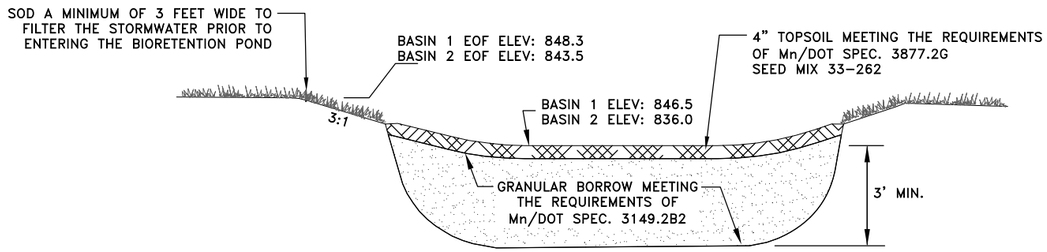


1/7 LOT GRADING DETAILS



REFERENCE NOTES:
① 1/2" RISE FROM GUTTER FLOWLINE TO BACK OF CURB
② SEE SHEET 14 FOR CONTINUATION OF TRAIL

3/7 PED RAMP GRADING DETAIL



2/7 INFILTRATION BASIN DETAIL

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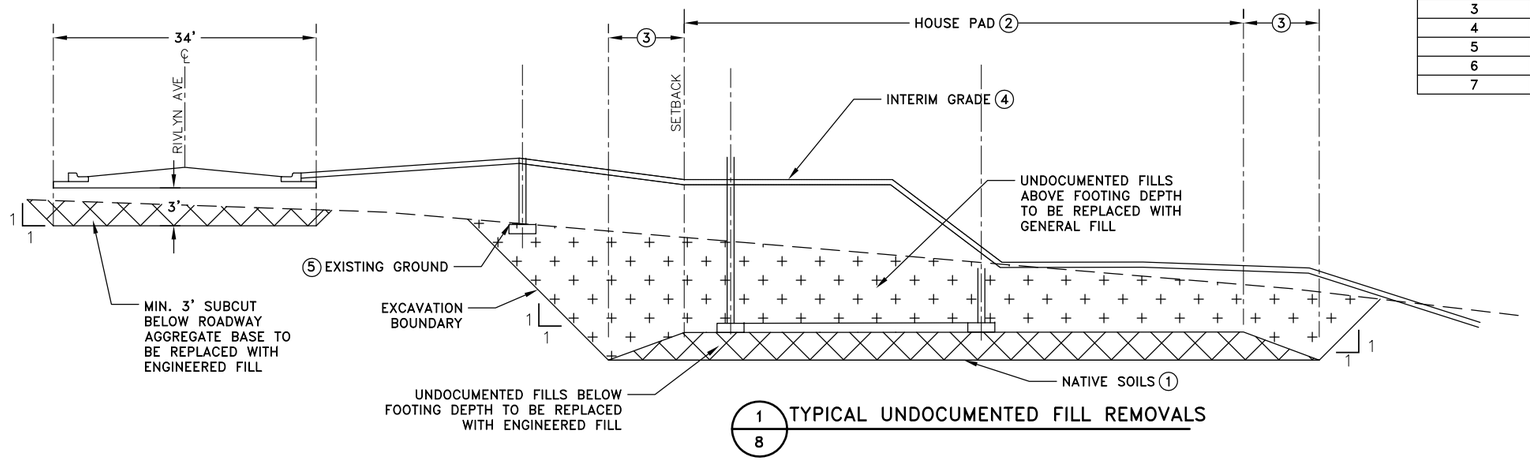
RIDGEPOINT

GRADING AND SOILS DETAILS
CITY OF RAMSEY, MINNESOTA

SHEET 7 OF 20 SHEETS

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1/8 TYPICAL UNDOCUMENTED FILL REMOVALS

ANTICIPATED EXCAVATION OVERSIZE WIDTHS	
LOT #	OVERSIZE WIDTH
1	3 Ft
2	N/A
3	15 FT
4	6.5 Ft
5	5.5 Ft
6	1 Ft
7	N/A

UNDOCUMENTED FILL REMOVAL NOTES:

(1) SEE TABLE 1 OF THE GEOTECHNICAL EXPLORATION AND EVALUATION REPORT FOR ANTICIPATED EXCAVATION DEPTHS FOR EACH LOT

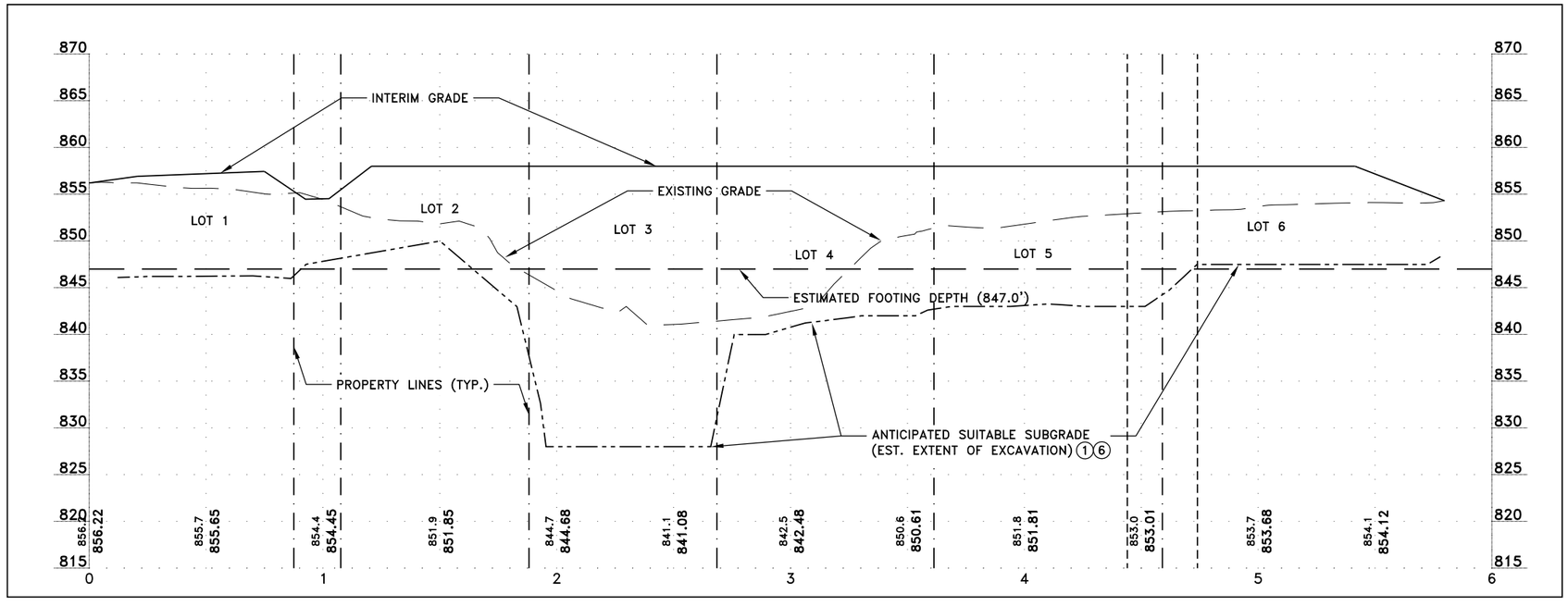
(2) HOUSE PAD MEASURES 55' DEEP, BEGINNING AT THE SETBACK, AND SHALL BE CONTINUOUS FROM SIDE LOT LINE TO SIDE LOT LINE, ALLOWING 1:1 TRANSITION BETWEEN LOTS.

(3) OVERSIZE WIDTH IS EQUAL TO DISTANCE FROM BOTTOM OF FOOTING TO BOTTOM OF EXCAVATION. ESTIMATED VALUES FOR OVERSIZE WIDTH ARE SHOWN FOR EACH LOT ON THE TABLE ABOVE.

(4) SEE DETAIL 1/7 FOR DETAILS ON INTERIM LOT GRADING.

(5) STRIP VEGETATION, TOPSOIL, AND DEBRIS FROM ALL AREAS PRIOR TO EARTHWORK ACTIVITIES.

(6) GEOTECHNICAL ENGINEER SHALL OBSERVE EXCAVATION AND APPROVE THAT SUITABLE SUBGRADE HAS BEEN REACHED PRIOR TO MEASUREMENT AND FILLING OPERATIONS.



2/8 UNDOCUMENTED FILL – ANTICIPATED SECTION – 20' OFFSET OF SETBACK
SCALE: 30H – 120V

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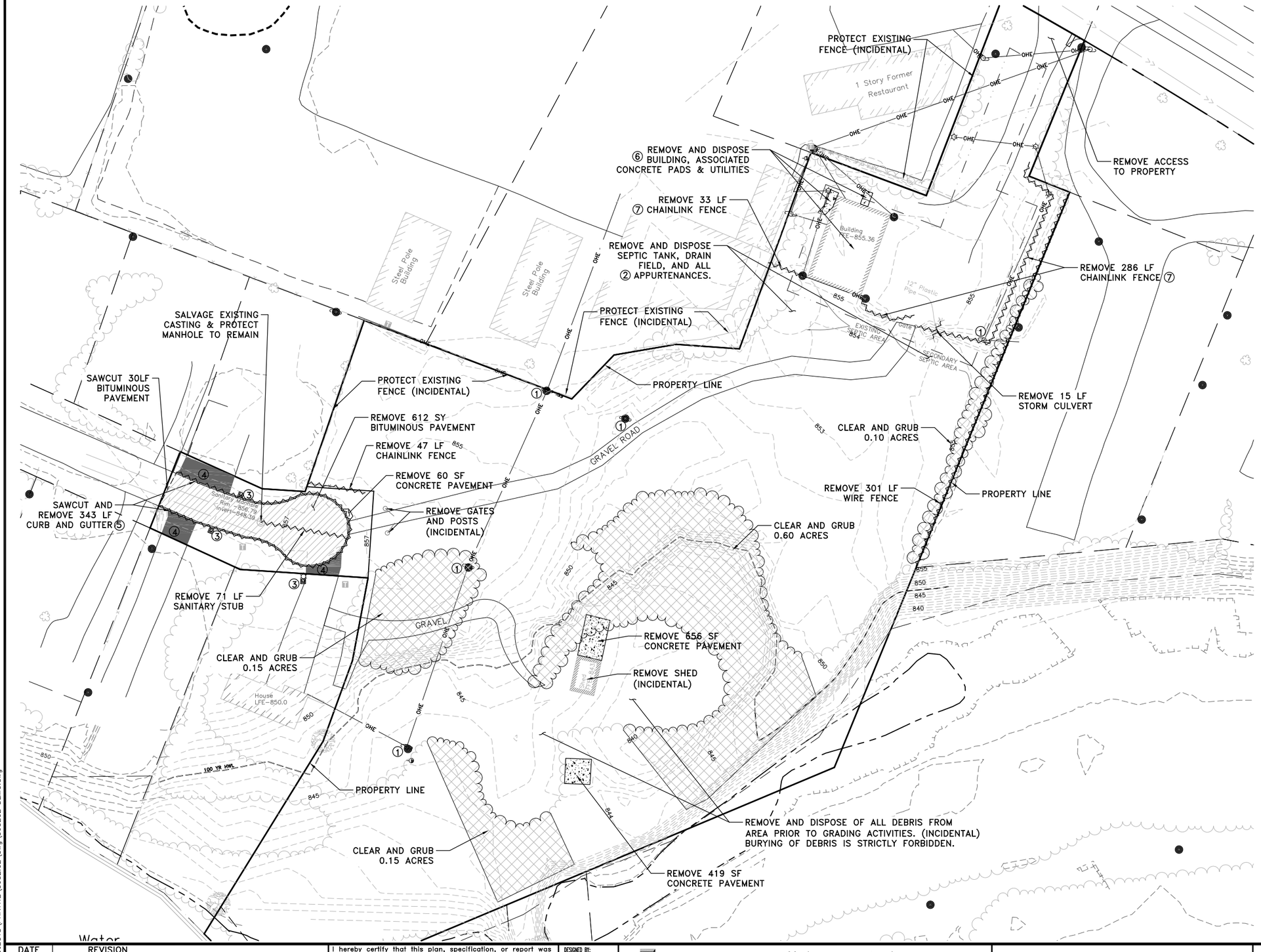
RIDGEPOINT

UNDOCUMENTED FILL DETAILS
CITY OF RAMSEY, MINNESOTA

SHEET 8 OF 20 SHEETS

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LEGEND

- 856 — EXISTING CONTOUR
- ×860.77 — EXISTING SPOT ELEVATION
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING FENCE
- OHE — EXISTING OVERHEAD ELECTRIC
- U–OH — EXISTING OVERHEAD MISC. UTILITY
- EXISTING UTILITY POLE
- EXISTING TREE LINE
- TREE REMOVAL LIMITS
- BITUMINOUS PAVEMENT REMOVALS
- DRIVEWAY BIT. PAVEMENT REMOVALS
- REMOVE CURB/PIPE/FENCE

GENERAL NOTES:

1. TRAFFIC CONTROL AND EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO BEGINNING DEMOLITION WORK.
2. MATERIALS DISTURBED BY CONSTRUCTION SHALL BECOME PROPERTY OF THE CONTRACTOR AND BE PROMPTLY REMOVED FROM THE SITE.
3. CLEAR AND GRUB ALL AREAS TO BE GRADED PRIOR TO GRADING ACTIVITIES. TAKE ALL NECESSARY PRECAUTIONS TO PROTECT TREES THAT ARE TO REMAIN. SEE GRADING PLAN FOR LIMITS.
4. FULL DEPTH SAWCUT AT TERMINATION OF ALL PAVEMENT AND CURB REMOVALS, INCLUDING PRIVATE DRIVES.

REFERENCE NOTES:

① REMOVE EXISTING OVERHEAD ELECTRICAL SERVICE AND REPLACE WITH UNDERGROUND. COORDINATE WITH UTILITY. THIS ITEM SHALL BE PAID PER ITEM 2 – UTILITY RELOCATION ALLOWANCE.

② SEPTIC SYSTEM REMOVAL SHALL COMPLY WITH THE REQUIREMENTS OF MINN RULE 7080.2500, EXCEPT THAT COMPLETE REMOVAL OF ALL TANKS, PIPING, EQUIPMENT & CONTAMINATED MATERIALS IS REQUIRED BY THIS PLAN. THIS WORK SHALL BE PAID PER ITEM 16 – REMOVE SEPTIC SYSTEM.

③ SALVAGE MAILBOX

④ MAINTAIN RESIDENT ACCESS AT ALL TIMES. PROVIDE ANY MATERIALS NECESSARY TO FACILITATE.

⑤ SAWCUTTING CURB SHALL BE INCIDENTAL.

⑥ THIS WORK SHALL BE PAID PER ITEM 3 – REMOVE BUILDING.

⑦ GATE REMOVAL SHALL BE INCIDENTAL.

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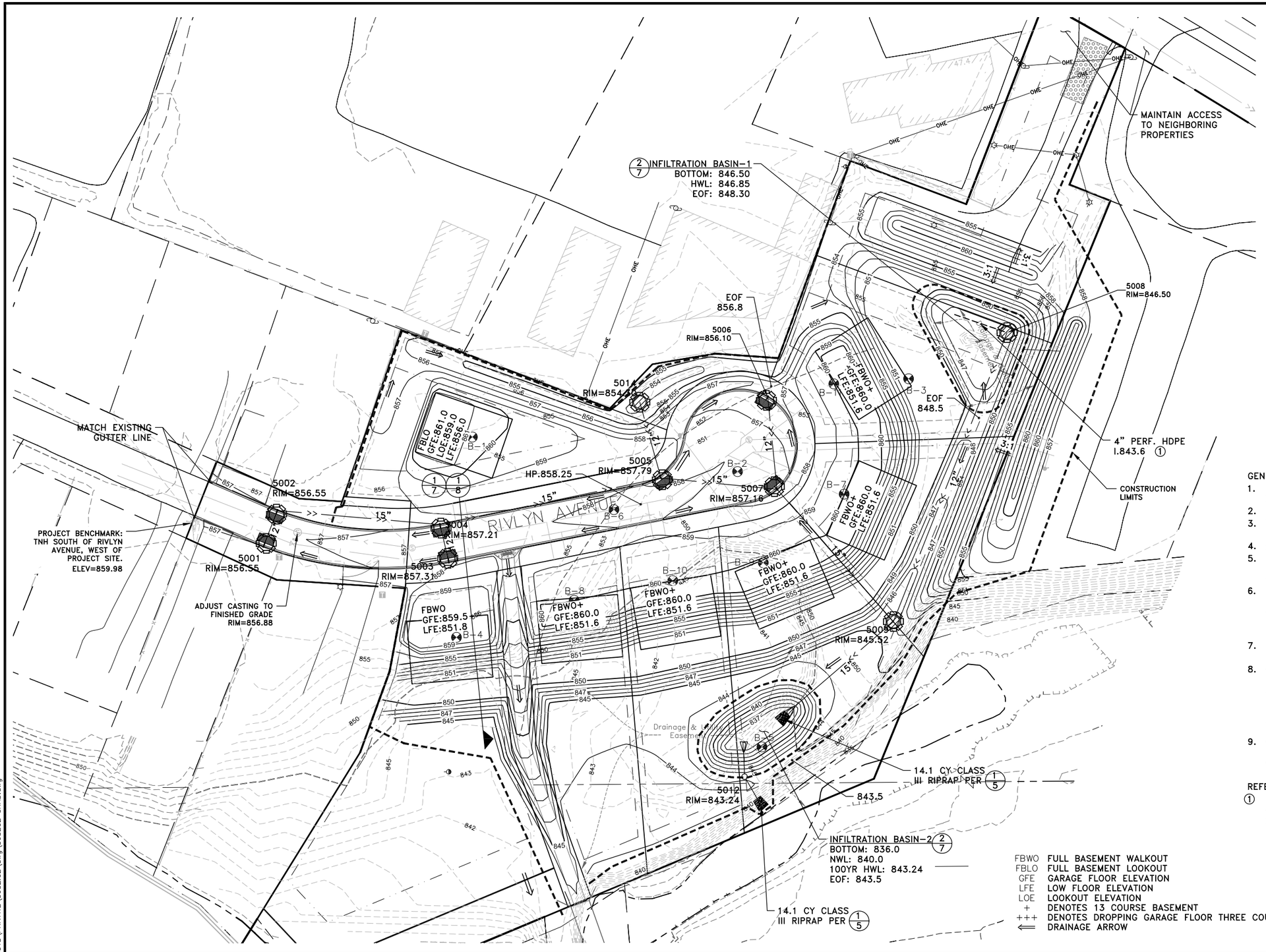
RIDGEPOINT

EXISTING TOPOGRAPHY & REMOVALS PLAN
CITY OF RAMSEY, MINNESOTA

SHEET 9 OF 20 SHEETS

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40 0 40 80
SCALE IN FEET

LEGEND

- 856 EXISTING CONTOUR
- 856 PROPOSED CONTOUR
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- B-4 SOIL BORING LOCATION
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED STORM SEWER STRUCTURE
- TC=56.5 PROPOSED SPOT ELEVATION
- DRAINAGE ARROW
- SILT FENCE (3/4)
- INLET PROTECTION (1/4) (2/4)
- STABILIZED CONSTRUCTION EXIT (4/4)

GENERAL NOTES:

1. PRIOR TO IMPORTING OR EXPORTING MATERIAL FROM THE SITE, CONTRACTOR SHALL CONSTRUCT A ROCK CONSTRUCTION ENTRANCE.
2. REVEGETATION SHALL OCCUR WITHIN 7 DAYS OF ROUGH GRADING.
3. SEE SHEETS 2-8 FOR ADDITIONAL NOTES, TABULATIONS AND DETAILS.
4. SITE SURVEY WAS COMPLETED BY HAKANSON ANDERSON.
5. STREETS AND PROPERTY ADJACENT TO THE CONSTRUCTION SHALL BE KEPT FREE FROM SEDIMENT CAUSED BY CONSTRUCTION TRAFFIC, SITE RUNOFF AND BLOWING DUST.
6. EXCEPT FOR THE INFILTRATION BASIN, ALL DISTURBED AREAS SHALL BE SEEDED WITH Mn/DOT SEED MIX 22-111 OR APPROVED EQUAL AND MULCHED WITH DISC ANCHORED, TYPE 1 MULCH MATERIAL. THE INFILTRATION BASINS SHALL BE SEEDED WITH Mn/DOT SEED MIX 33-262.
7. THIS SITE IS LOCATED WITHIN THE BOUNDARIES OF THE LOWER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION (LRRWMO).
8. AFTER CONSTRUCTION, APPLICANT SHALL CONDUCT A TEST ON THE INFILTRATION BASIN BY FILLING THE BASIN TO A MINIMUM DEPTH OF 6 INCHES WITH WATER AND MONITORING THE TIME NECESSARY TO DRAIN. THE LRRWMO SHALL BE NOTIFIED PRIOR TO THE TEST TO WITNESS THE RESULTS. ONLY LOW PRESSURE TYPE EQUIPMENT SHALL BE ALLOWED WITHIN THE FOOTPRINT OF THE INFILTRATION BASIN.
9. AFTER INITIAL GRADING, COMPLETELY SURROUND INFILTRATION BASINS WITH SILT FENCE TO PREVENT THE AREAS FROM FILLING WITH SEDIMENT.

REFERENCE NOTES:

(1) PERFORATED PIPE SHALL BE INSTALLED IN TRENCH TWICE AS WIDE AS PIPE DIAMETER, BACKFILLED WITH 2" CLEAN STONE, AND COMPLETELY WRAPPED W/ TYPE 1 GEOTEXTILE FABRIC. STONE AND FABRIC SHALL BE INCIDENTAL.

FBWO FULL BASEMENT WALKOUT
FBLO FULL BASEMENT LOOKOUT
GFE GARAGE FLOOR ELEVATION
LFE LOW FLOOR ELEVATION
LOE LOOKOUT ELEVATION
\+ DENOTES 13 COURSE BASEMENT
+++ DENOTES DROPPING GARAGE FLOOR THREE COURSES
⟸ DRAINAGE ARROW

100 YR FLOODPLAIN GRADING

100 YR FLOOD ELEVATION = 847.0

FLOODPLAIN FILL:	3755 CY
FLOODPLAIN EXCAVATION:	4455 CY
NET	700 CY CUT

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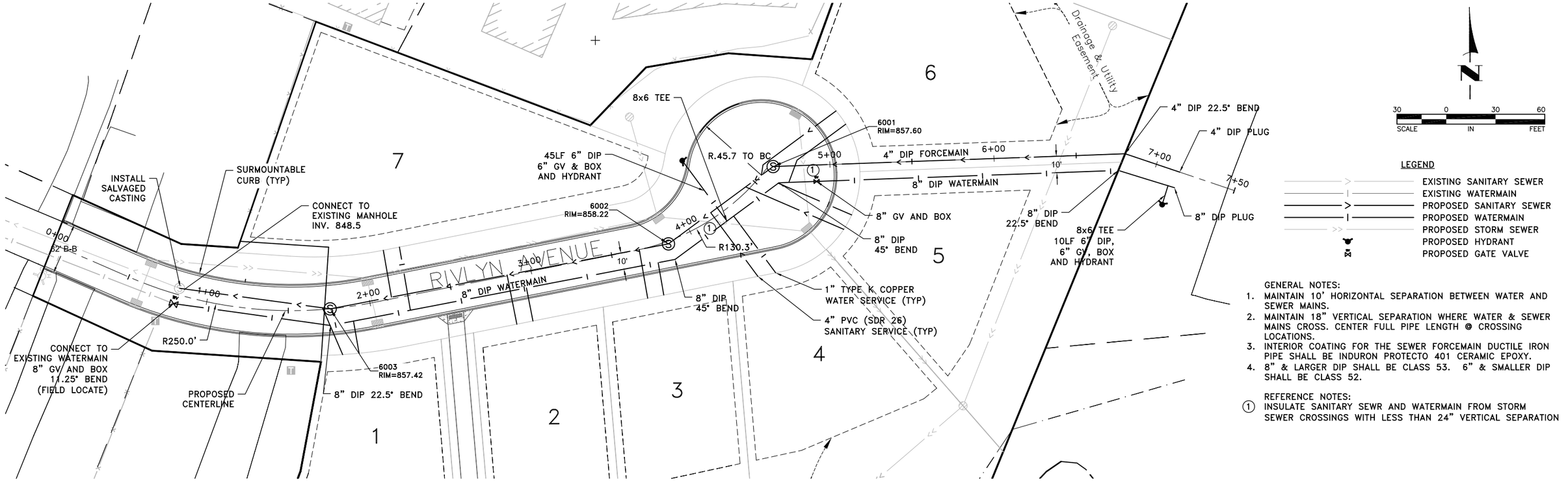
RIDGEPOINT

GRADING, DRAINAGE & EROSION CONTROL PLAN
CITY OF RAMSEY, MINNESOTA

SHEET 10 OF 20 SHEETS

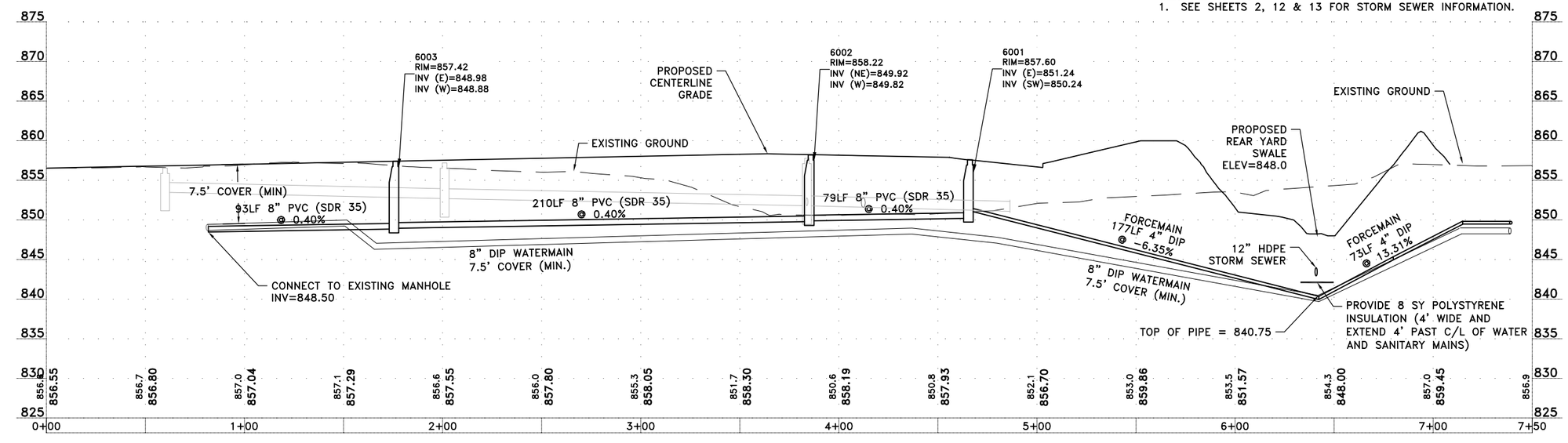
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GENERAL NOTES:
1. MAINTAIN 10' HORIZONTAL SEPARATION BETWEEN WATER AND SEWER MAINS.
2. MAINTAIN 18" VERTICAL SEPARATION WHERE WATER & SEWER MAINS CROSS. CENTER FULL PIPE LENGTH @ CROSSING LOCATIONS.
3. INTERIOR COATING FOR THE SEWER FORCEMAIN DUCTILE IRON PIPE SHALL BE INDURON PROTECTO 401 CERAMIC EPOXY.
4. 8" & LARGER DIP SHALL BE CLASS 53. 6" & SMALLER DIP SHALL BE CLASS 52.

REFERENCE NOTES:
① INSULATE SANITARY SEWR AND WATERMAIN FROM STORM SEWER CROSSINGS WITH LESS THAN 24" VERTICAL SEPARATION



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RIDGEPOINT

SANITARY SEWER & WATER MAIN
CITY OF RAMSEY, MINNESOTA

SHEET 11 OF 20 SHEETS

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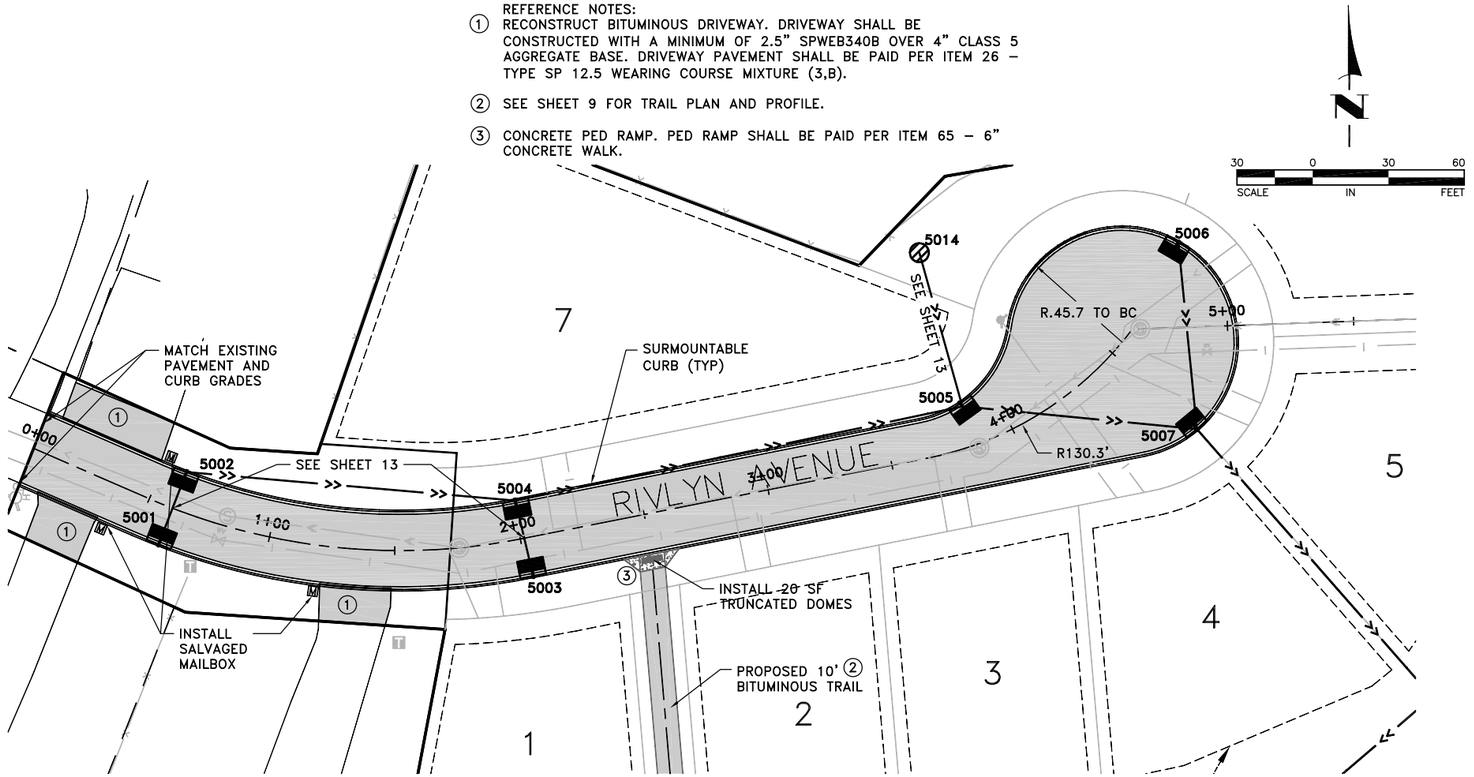
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REFERENCE NOTES:

① RECONSTRUCT BITUMINOUS DRIVEWAY. DRIVEWAY SHALL BE CONSTRUCTED WITH A MINIMUM OF 2.5" SPWEB340B OVER 4" CLASS 5 AGGREGATE BASE. DRIVEWAY PAVEMENT SHALL BE PAID PER ITEM 26 – TYPE SP 12.5 WEARING COURSE MIXTURE (3,B).

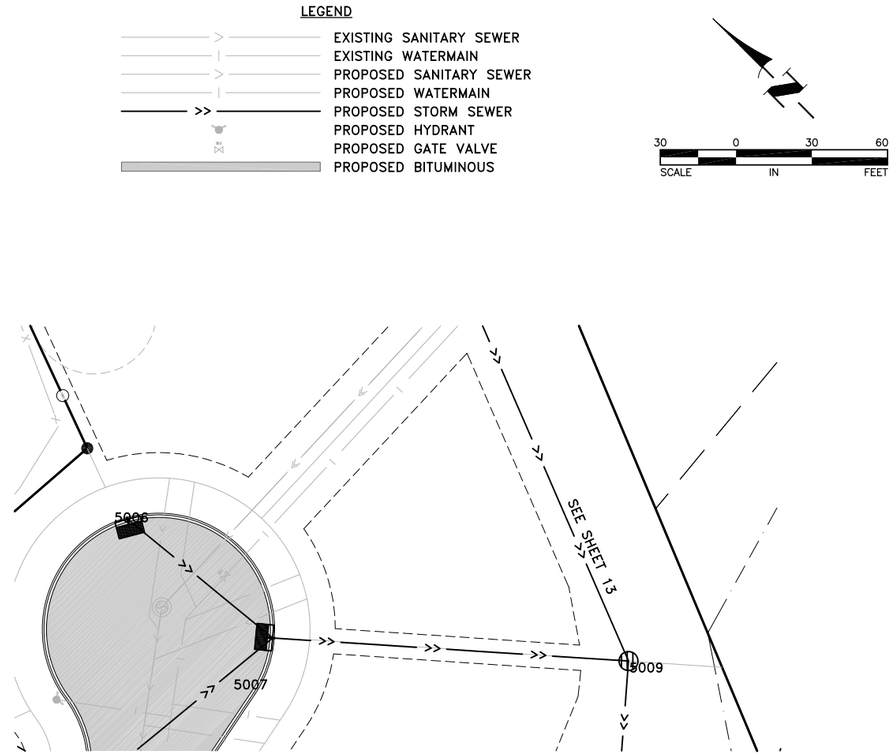
② SEE SHEET 9 FOR TRAIL PLAN AND PROFILE.

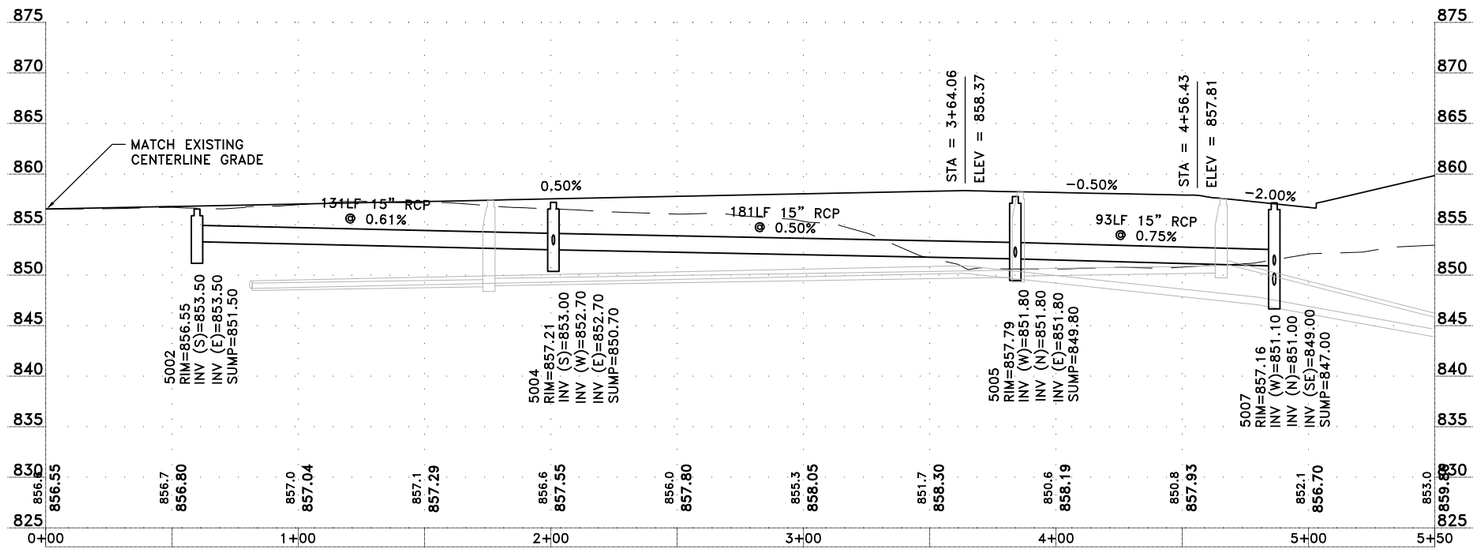
③ CONCRETE PED RAMP. PED RAMP SHALL BE PAID PER ITEM 65 – 6" CONCRETE WALK.

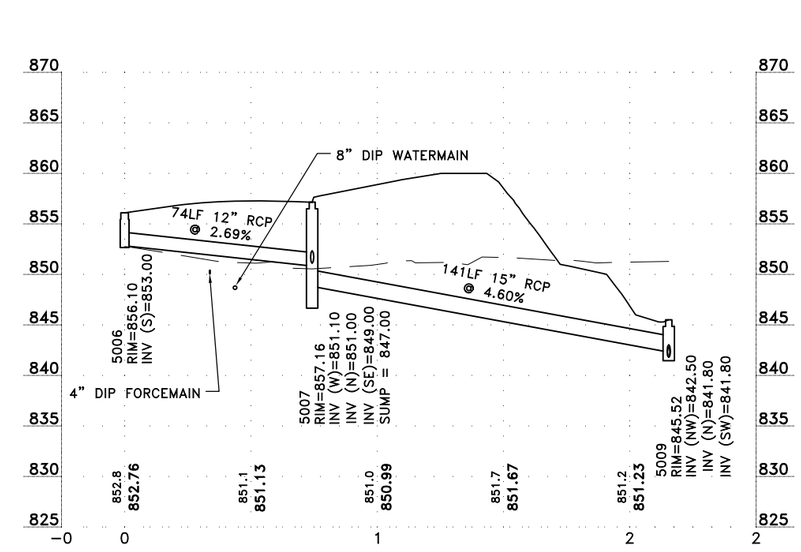


LEGEND

- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED HYDRANT
- PROPOSED GATE VALVE
- PROPOSED BITUMINOUS







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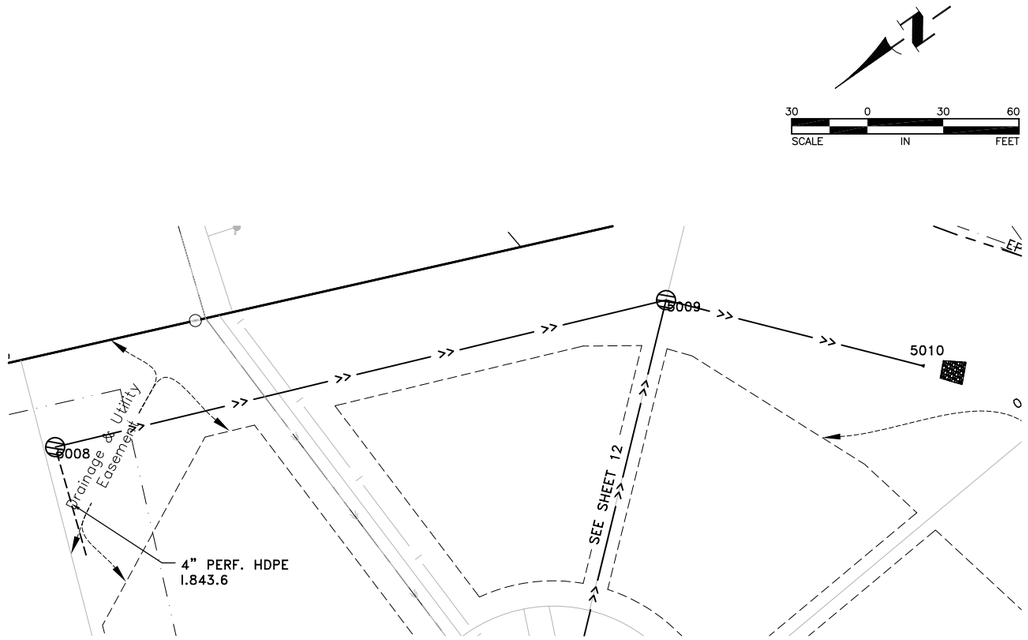
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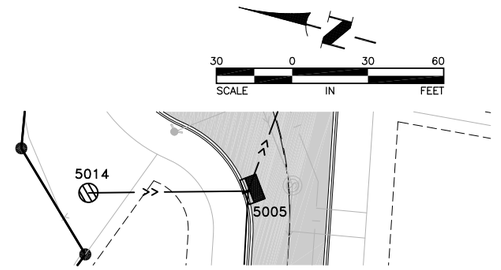
STREET & STORM SEWER
CITY OF RAMSEY, MINNESOTA

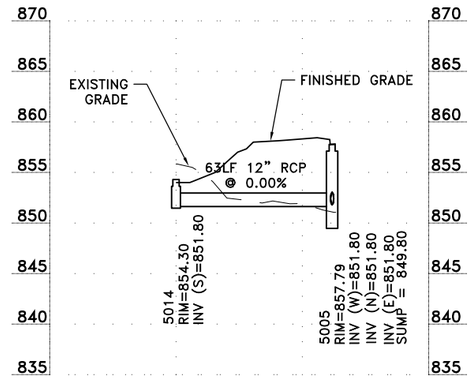
SHEET 12 OF 20 SHEETS

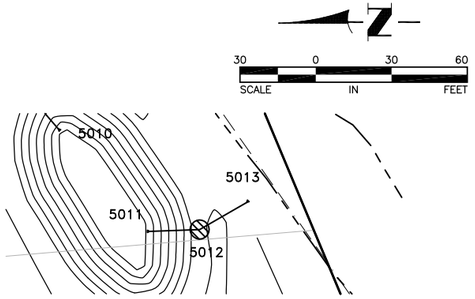
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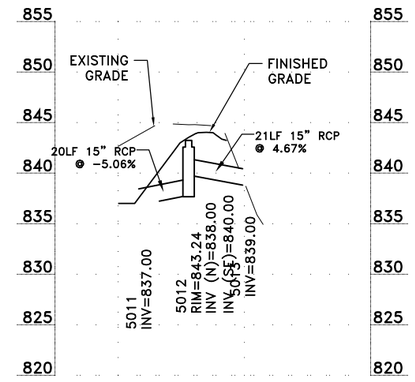
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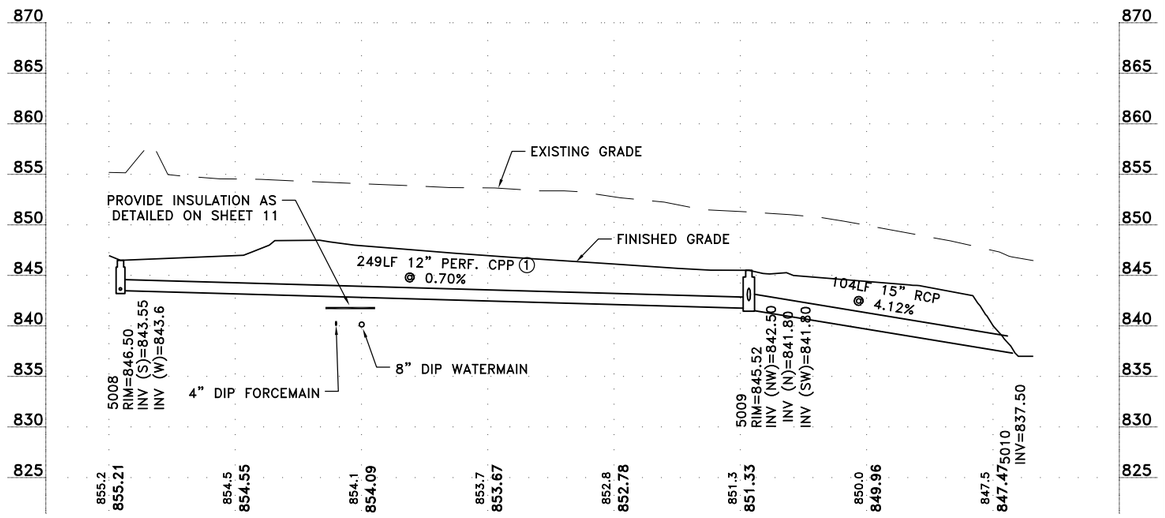






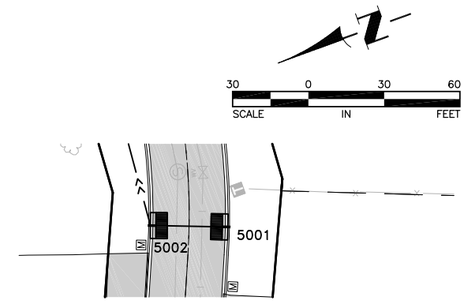


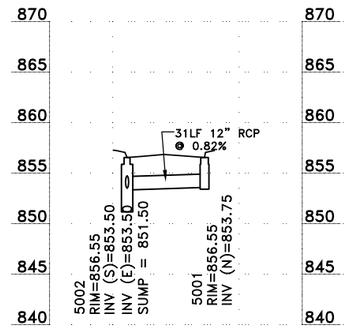


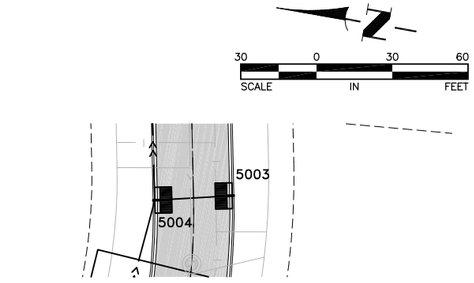


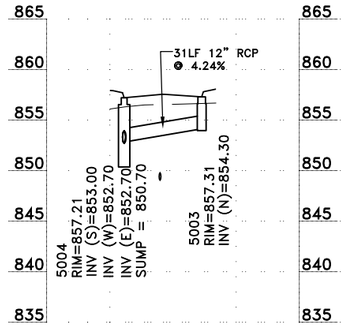
REFERENCE NOTES:

① CORRUGATED POLYETHYLENE PIPE (CPP) SHALL MEET THE REQUIREMENTS OF AASHTO M294 AND DESIGN SECTION 18 OF THE AASHTO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES. CONNECTIONS SHALL BE MADE WITH BELL AND SPIGOT JOINTS. CLAMP-ON BANDS SHALL NOT BE ALLOWED.









DATE	REVISION
12/29/14	ISSUE FOR CITY REVIEW
1/6/15	REVISED FOR ADDITION OF STORM SEWER PROFILES
1/21/15	REVISED PER CITY COMMENTS
3/26/15	REVISED PER CITY COMMENTS

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.

ADAM M. THIELE, PE

Date 12/29/14 Lic. No. 51317

DESIGNED BY: AMT
DRAWN BY: AMT
CHECKED BY: TAE

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

RIDGEPOINT

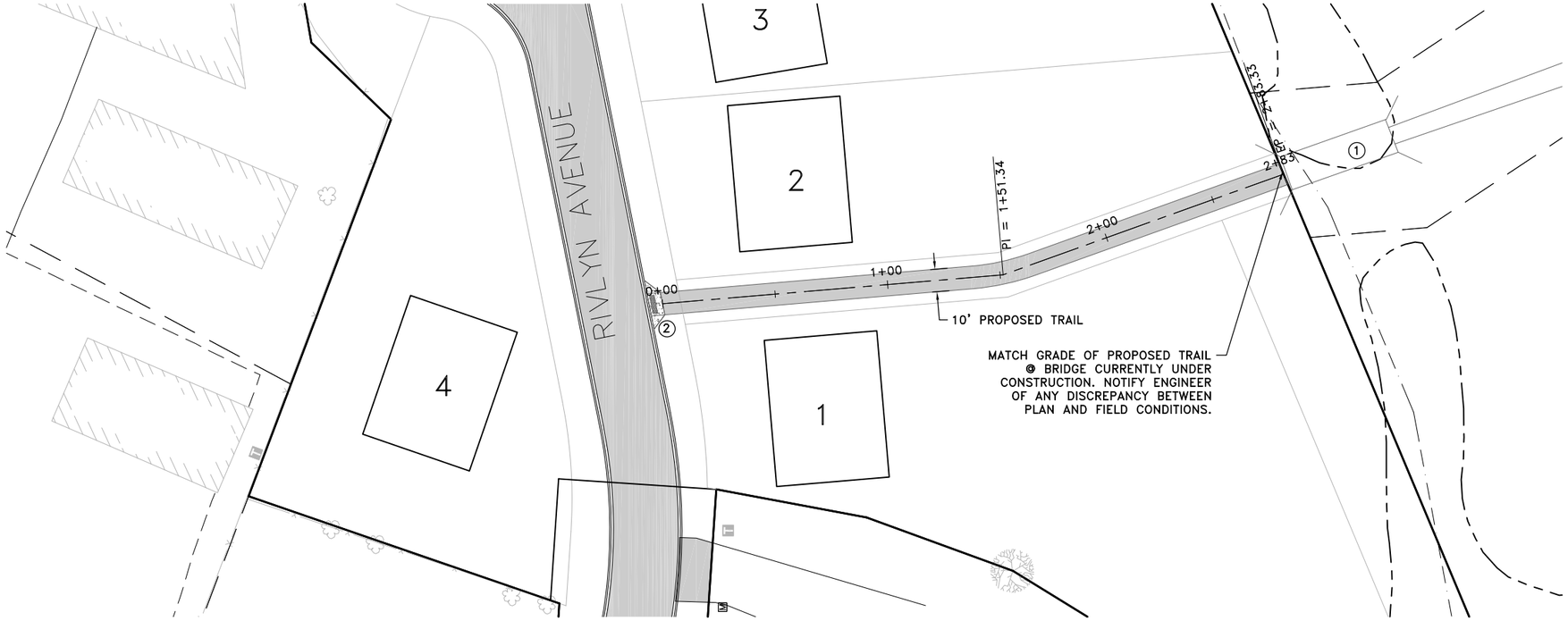
STORM SEWER

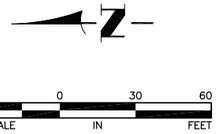
CITY OF RAMSEY, MINNESOTA

SHEET 13 OF 20 SHEETS

3632.02

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LEGEND

PROPOSED BITUMINOUS

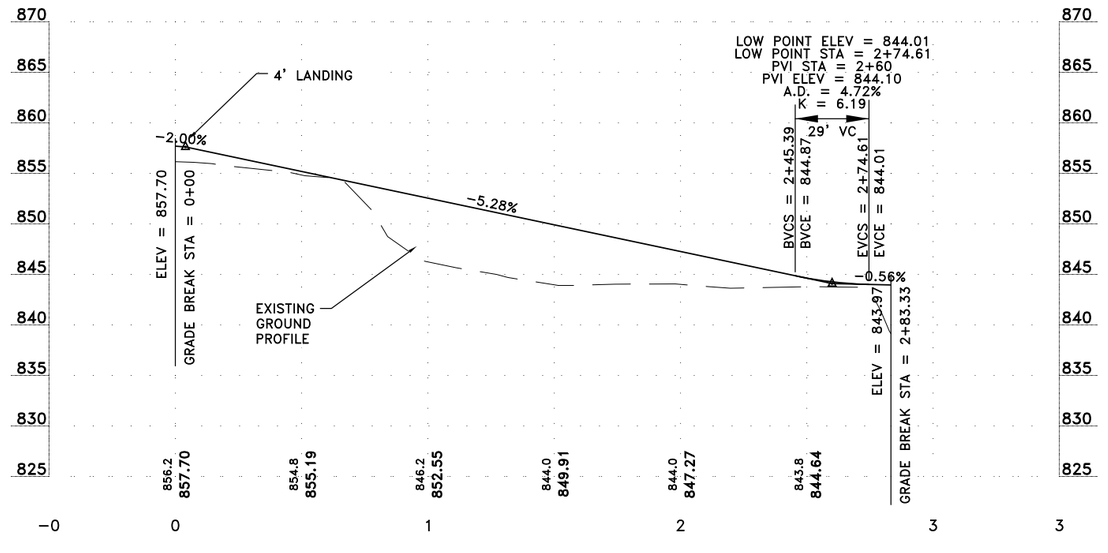
GENERAL NOTES:

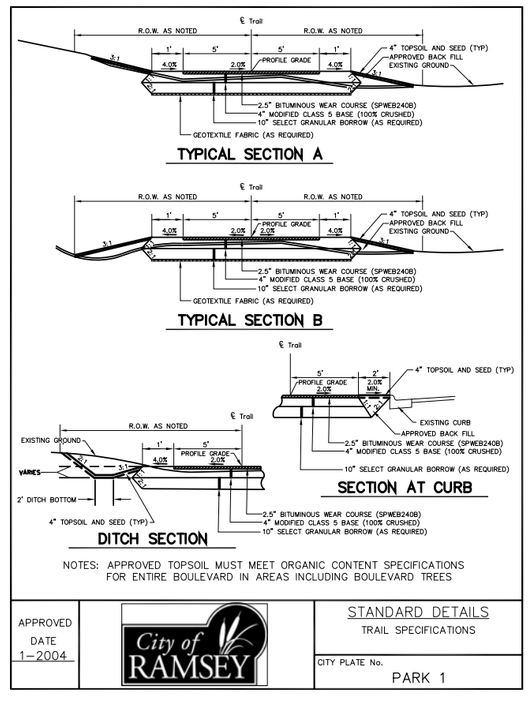
1. BRIDGE AND SOUTH TRAIL CONSTRUCTION IN PROGRESS BY OTHERS.
2. SEE SHEET 10 FOR DETAILS ON GRADING ADJACENT TO TRAIL ALIGNMENT AND EROSION CONTROL MEASURES.
3. IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCY BETWEEN PLANS AND FIELD CONDITION OF PREVIOUSLY CONSTRUCTED BRIDGE AND/OR TRAIL.

REFERENCE NOTES:

(1) BRIDGE AND CONTINUATION OF TRAIL BY OTHERS

(2) CONCRETE PED RAMP. SEE DETAIL 3/7 FOR DETAILS





NOTES: APPROVED TOPSOIL MUST MEET ORGANIC CONTENT SPECIFICATIONS FOR ENTIRE BOULEVARD IN AREAS INCLUDING BOULEVARD TREES

APPROVED DATE 1-2004	City of RAMSEY	STANDARD DETAILS TRAIL SPECIFICATIONS CITY PLATE No. PARK 1

DATE	REVISION
12/29/14	ISSUE FOR CITY REVIEW
1/6/15	REVISED FOR ADDITION OF STORM SEWER PROFILES
1/21/15	REVISED PER CITY COMMENTS
3/26/15	REVISED PER CITY COMMENTS

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.

ADAM M. THIELE, PE

Date 12/29/14 Lic. No. 51317

DESIGNED BY: AMT
DRAWN BY: AMT
CHECKED BY: TAE

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www.hakanson-anderson.com

RIDGEPOINT

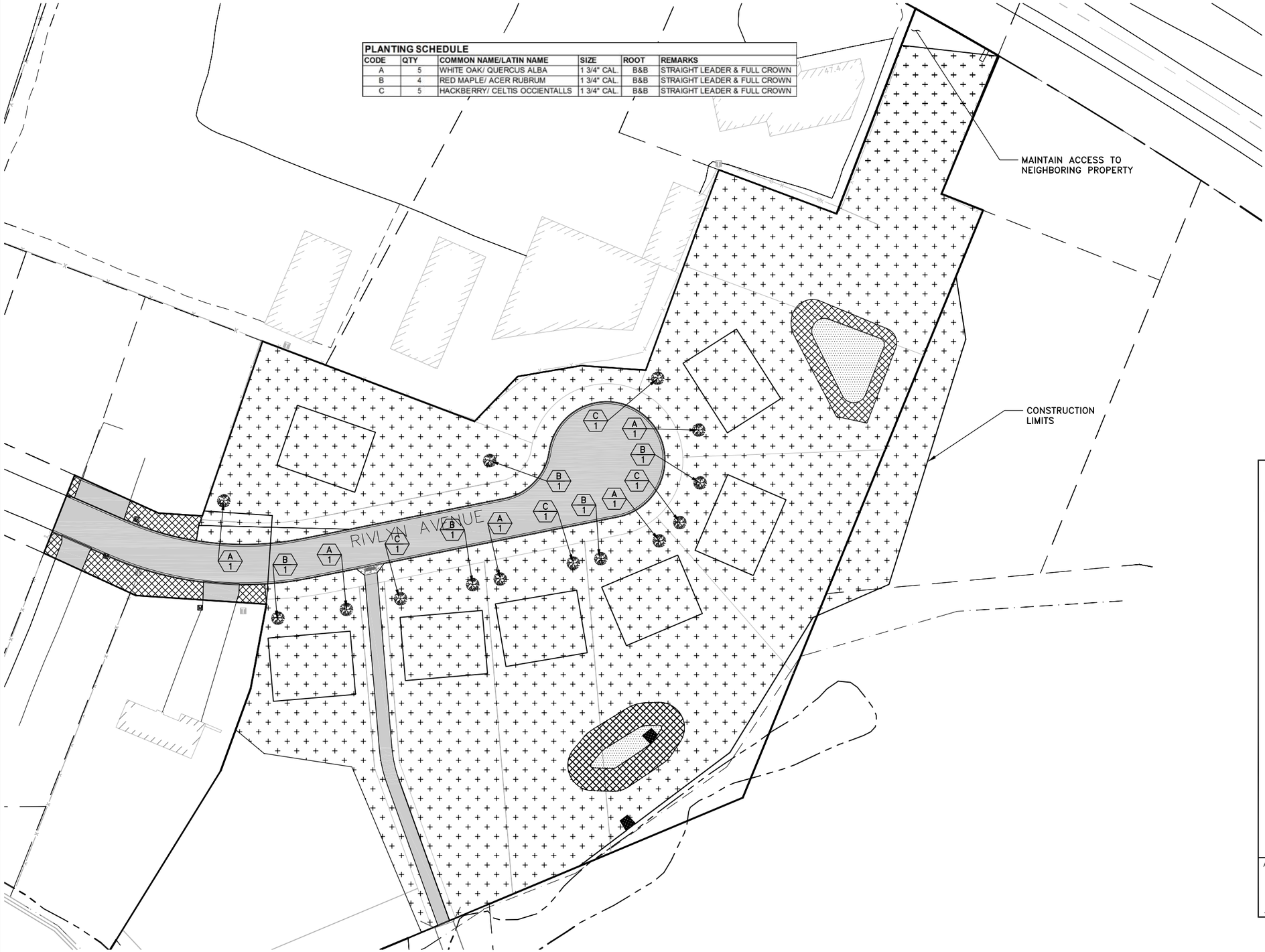
TRAIL PLAN & DETAIL
CITY OF RAMSEY, MINNESOTA

SHEET 14 OF 20 SHEETS

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PLANTING SCHEDULE					
CODE	QTY	COMMON NAME/LATIN NAME	SIZE	ROOT	REMARKS
A	5	WHITE OAK/ QUERCUS ALBA	1 3/4" CAL.	B&B	STRAIGHT LEADER & FULL CROWN
B	4	RED MAPLE/ ACER RUBRUM	1 3/4" CAL.	B&B	STRAIGHT LEADER & FULL CROWN
C	5	HACKBERRY/ CELTIS OCCIENTALLS	1 3/4" CAL.	B&B	STRAIGHT LEADER & FULL CROWN



N

30 0 30 60
SCALE IN FEET

LEGEND

PROPOSED TREE

SOD

MNDOT SEED MIX 22–111

MNDOT SEED MIX 33–262

GENERAL NOTES:
1. PROVIDE 4" MIN. PREMIUM TOPSOIL FOR AREAS TO BE RESTORED WITH SOD OR MNDOT SEED MIX 33–262.
2. LOTS TO BE RESTORED WITH MNDOT SEED MIX 22–111 SHALL BE HELD DOWN 4" TO PROVIDE FOR TOPSOIL SPREADING AFTER HOME CONSTRUCTION. OUTLOTS AND SCREEN BERMS SHALL BE FULLY RESTORED WITH 4" TOPSOIL AND SEEDED.

ALL TREES TO BE PREMIUM QUALITY, NO "PARK GRADE" TREES ARE PERMITTED.

AFTER INSTALLATION, TRIM OUT DEADWOOD AND/OR DEFORMED TWIGS. DO NOT CUT LEADER.

AMENDED SOIL SHALL CONTAIN 6% ORGANIC MATTER BY VOLUME.

DIAMETER OF HOLE SHALL BE THREE TIMES THE DIAMETER OF THE ROOTBALL OR ROOT MASS.

ORGANIC MATTER SHALL NOT BE BANKED AGAINST THE STEM OR TRUNK OF THE TREE.

TREE SHALL NOT BE STAKED UNLESS IT IS ABSOLUTELY NECESSARY TO DO SO.

ALL TAGS, BANDS AND WIRES SHALL BE REMOVED FROM TREE IMMEDIATELY AFTER PLANTING.

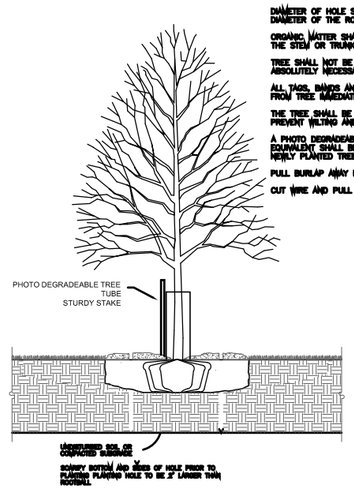
THE TREE SHALL BE WATERED AS NECESSARY TO PREVENT WILTING AND PROMOTE ROOT GROWTH.

A PHOTO DEGRADEABLE TREE TUBE OR EQUIVALENT SHALL BE INSTALLED AROUND ALL NEWLY PLANTED TREES.

PULL BURLAP AWAY FROM TREE STEM.

CUT WIRE AND PULL AWAY FROM TREE STEM.

THE PLANTING DEPTH OF EACH TREE WILL BE INSPECTED. ANY TREE PLANTED TOO DEEPLY OR WITH FLARE BURIED WILL BE REJECTED.



APPROVED		STANDARD DETAILS
DATE 5–97	City of RAMSEY	TREE PLANTING DETAIL
		CITY PLATE No. PARK–2

DATE	REVISION
12/29/14	ISSUE FOR CITY REVIEW
1/6/15	REVISED FOR ADDITION OF STORM SEWER PROFILES
1/21/15	REVISED PER CITY COMMENTS
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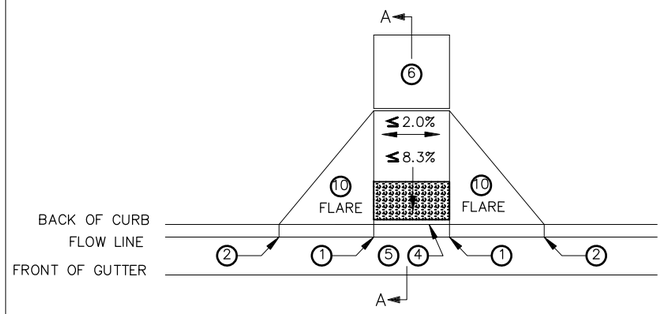
RIDGEPOINT

LANDSCAPE PLAN
CITY OF RAMSEY, MINNESOTA

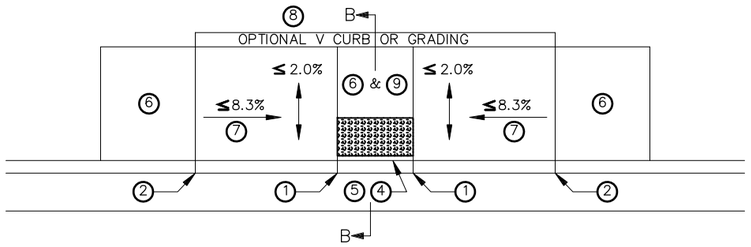
SHEET 15 OF 20 SHEETS

3632.02

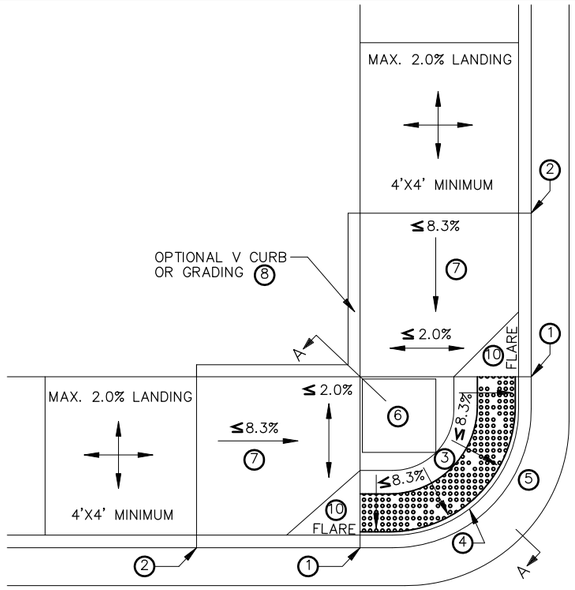
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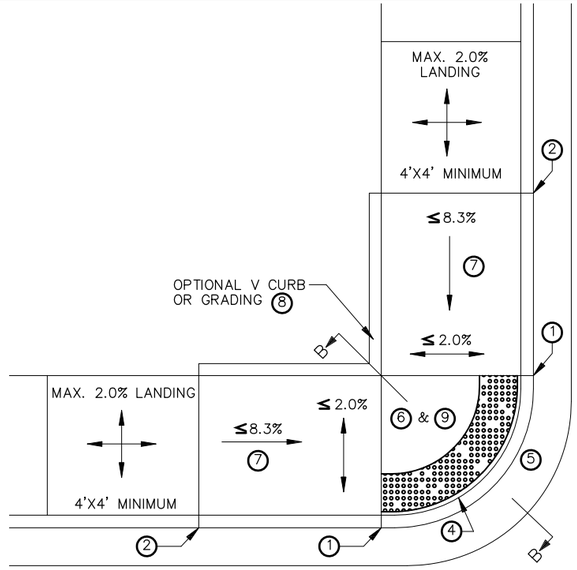
PERPENDICULAR



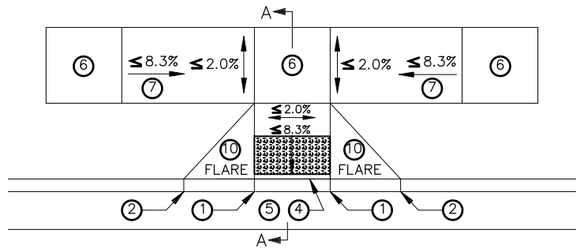
PARALLEL



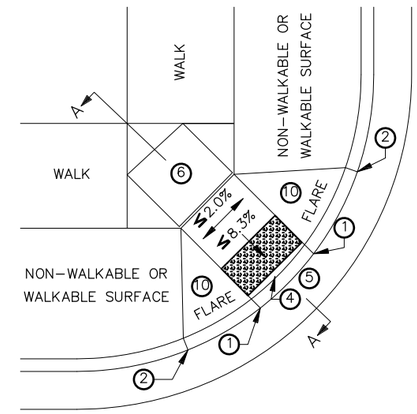
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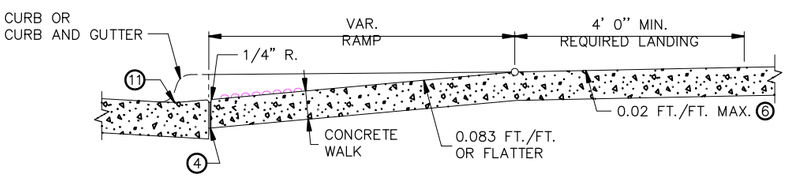
DEPRESSED CORNER



TIERED PERPENDICULAR

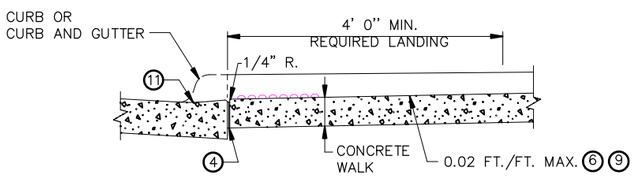


DIAGONAL (12)



SECTION A–A

PERPENDICULAR/TIERED/DIAGONAL/FAN



SECTION B–B

PARALLEL/DEPRESSED CORNER

NOTES:

SEE STANDARD PLATE 7038 AND SHEET 4 OF 5 FOR DETAILS ON DETECTABLE WARNING.

SLOPES ARE DEFINED AS ABSOLUTE ELEVATION DIFFERENCE PER LENGTH OF RUN. (AS OPPOSED TO A RELATIVE SLOPE WITH RESPECT TO A CURB LINE OR CURB HEIGHT.)

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE CHANGES DIRECTION, AND AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5%.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS 5% OR GREATER.

CONTRACTION JOINTS SHALL BE CONSTRUCTED AT ALL GRADE BREAKS.

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

USE 6" CONCRETE FOR ALL INITIAL RAMP AND LANDING AREAS.

CONTRACTOR SHALL EMPLOY APPROPRIATE METHODS FOR INTERMEDIATE GRADE CONTROL TO ENSURE ALL GRADE BREAKS ARE CONSTRUCTED PROPERLY.

ALL GRADE BREAKS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL/PEDESTRIAN ACCESS ROUTE.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. SHARED USE PATHS SHALL HAVE DETECTABLE WARNING ACROSS THE ENTIRE WIDTH OF PATH WHEN THE PATH CROSSES A ROAD.

(1) 0" CURB HEIGHT.

(2) FULL CURB HEIGHT.

(3) LESS THAN 5% PREFERRED. 5–8.3% SHOULD ONLY BE USED AFTER ALL OTHER SLOPES HAVE BEEN CONSIDERED AND DEEMED IMPRACTICAL.

(4) 1/2" PREFORMED JOINT FILLER MATERIAL AASHTO M 213. JOINT FILLER SHALL BE PLACED FLUSH WITH THE BACK OF CURB AND ADJACENT SIDEWALK. JOINT SHALL BE FREE OF DEBRIS. RECTANGULAR DETECTABLE WARNINGS SHALL BE SET BACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SET BACK 3"–6" FROM THE BACK OF CURB.

(5) SEE PEDESTRIAN ACCESS ROUTE CURB AND GUTTER DETAIL FOR INFORMATION ON CONSTRUCTING CURB AND GUTTER AT CURB OPENINGS. SEE SHEET NO. 3 OF 5.

(6) 4' BY 4' MIN. LANDING WITH MAX. 2% SLOPE IN ALL DIRECTIONS.

(7) IF RUNNING SLOPE IS LESS THAN 5.0% NO SECONDARY LANDING IS REQUIRED.

(8) V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. SEE SHEET 5 OF 5.

(9) DETECTABLE WARNINGS MAY BE PART OF 4' X 4' LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.

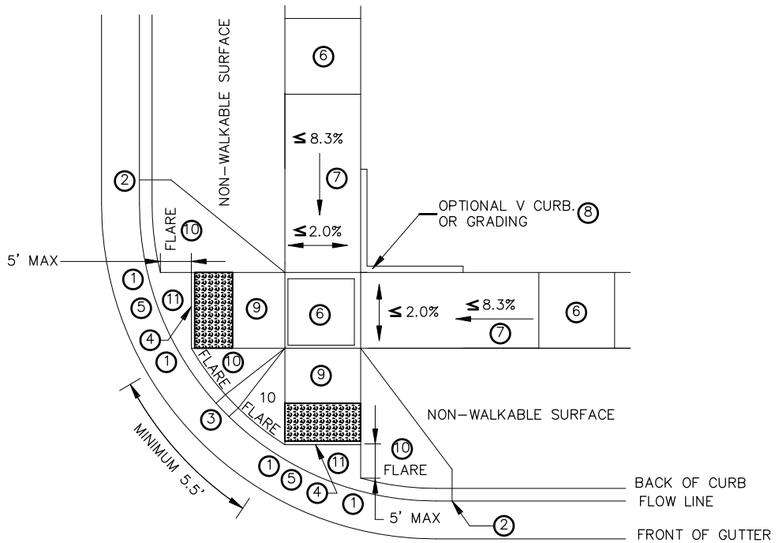
(10) SEE SHEET 4 OF 5, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.

(11) SEE SHEET 3 OF 5 FOR FURTHER DETAIL.

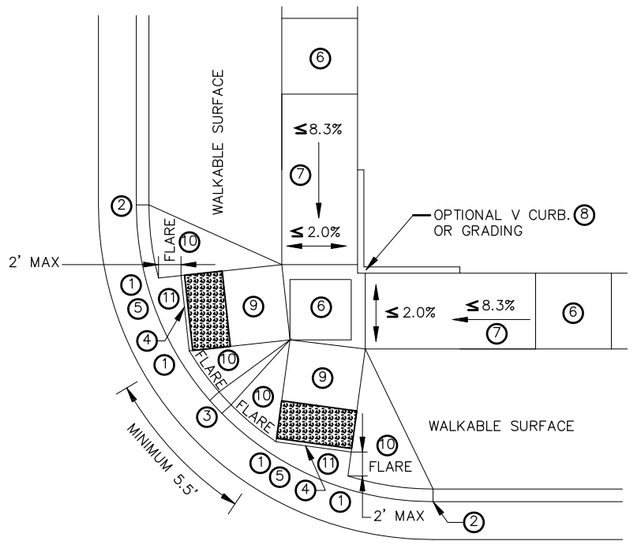
(12) DIAGONAL RAMPS SHOULD ONLY BE USED AFTER ALL OTHER CURB RAMP TYPES HAVE BEEN CONSIDERED AND DEEMED IMPRACTICAL.

STANDARD PLAN SHEET NO. 5–297.250 (1 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: MAY 10, 2012	

RIDGEPOINT, CITY OF RAMSEY SHEET NO. 16 OF 20 SHEETS

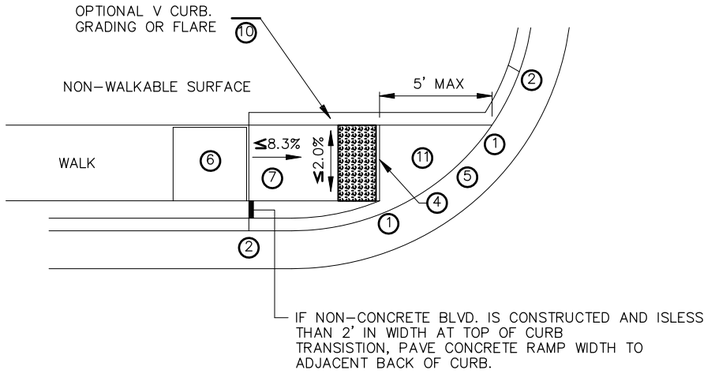


ADJACENT TO NON-WALKABLE SURFACE

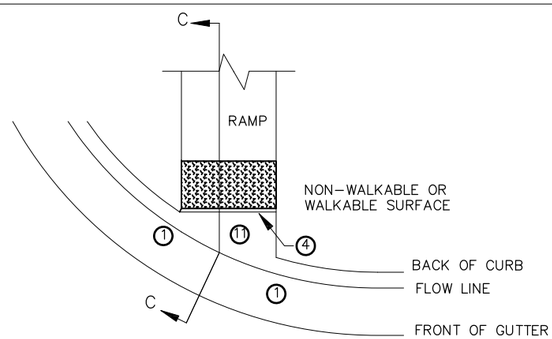


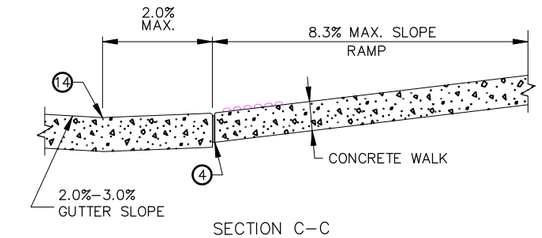
ADJACENT TO WALKABLE SURFACE

COMBINED DIRECTIONAL



ONE-WAY DIRECTIONAL





SECTION C-C

CURB FOR DIRECTIONAL RAMPS (12)

NOTES:

SEE STANDARD PLATE 7038 AND SHEET 4 OF 5 FOR DETAILS ON DETECTABLE WARNING.

SLOPES ARE DEFINED AS ABSOLUTE ELEVATION DIFFERENCE PER LENGTH OF RUN. (AS OPPOSED TO A RELATIVE SLOPE WITH RESPECT TO A CURB LINE OR CURB HEIGHT.)

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE CHANGES DIRECTION, AND AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5%.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS 5% OR GREATER.

CONTRACTION JOINTS SHALL BE CONSTRUCTED AT ALL GRADE BREAKS.

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

USE 6" CONCRETE WALK FOR ALL INITIAL RAMP AND LANDING AREAS.

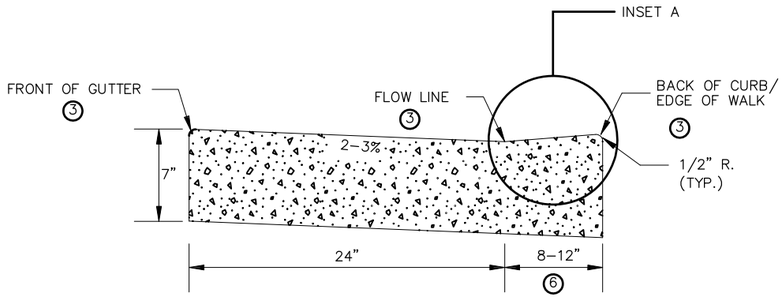
CONTRACTOR SHALL EMPLOY APPROPRIATE METHODS FOR INTERMEDIATE GRADE CONTROL TO ENSURE ALL GRADE BREAKS ARE CONSTRUCTED PROPERLY.

ALL GRADE BREAKS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL/PEDESTRIAN ACCESS ROUTE.

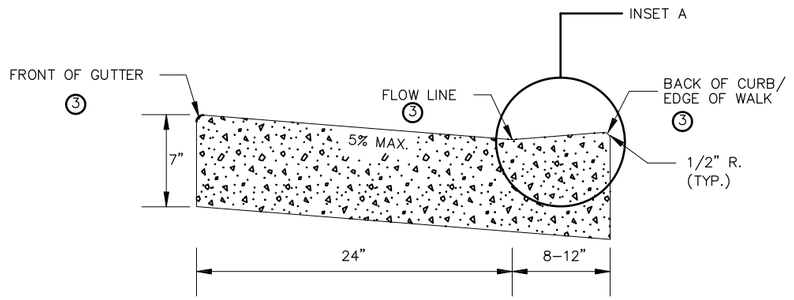
4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. SHARED USE PATHS SHALL HAVE DETECTABLE WARNING ACROSS THE ENTIRE WIDTH OF PATH WHEN THE PATH CROSSES A ROAD.

(1) 0" CURB HEIGHT.
(2) FULL CURB HEIGHT.
(3) 3" MINIMUM CURB HEIGHT.
(4) 1/2" PREFORMED JOINT FILLER MATERIAL AASHTO M 213. JOINT FILLER SHALL BE PLACED FLUSH WITH THE BACK OF CURB AND ADJACENT SIDEWALK. JOINT SHALL BE FREE OF DEBRIS. RECTANGULAR DETECTABLE WARNINGS SHALL BE SET BACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SET BACK 3"-6" FROM THE BACK OF CURB.
(5) SEE PEDESTRIAN ACCESS ROUTE CURB AND GUTTER DETAIL FOR INFORMATION ON CONSTRUCTING CURB AND GUTTER AT CURB OPENINGS. SEE SHEET NO. 3 OF 5.
(6) 4' BY 4' MIN. LANDING WITH MAX. 2% SLOPE IN ALL DIRECTIONS.
(7) IF RAMP SLOPE IS LESS THAN 5% NO SECONDARY LANDING IS REQUIRED.
(8) V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.
(9) RUNNING SLOPE LESS THAN OR EQUAL TO 8.3% & CROSS SLOPE LESS THAN OR EQUAL TO 2%.
(10) SEE SHEET 4 OF 5, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS.
(11) MAX. 2% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.
(12) TO BE USED FOR ALL DIRECTIONAL RAMPS.
(13) DOMES PLACED AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.
(14) ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE MAY NOT BE GREATER THAN 1/4 INCH.

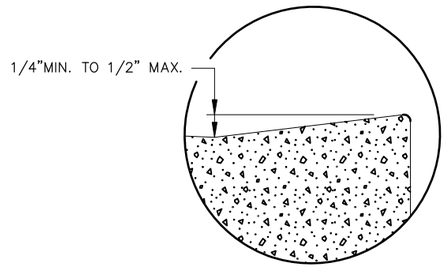
STANDARD PLAN SHEET NO. 5-297.250 (2 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: MAY 10, 2012	



NON PERPENDICULAR ①

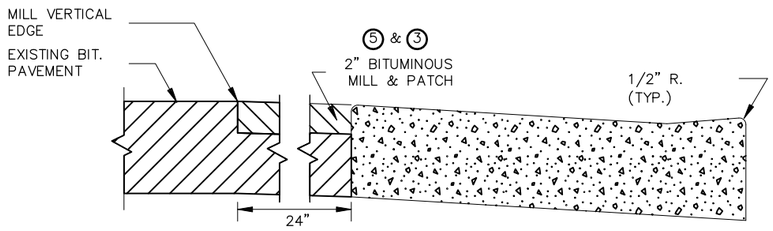


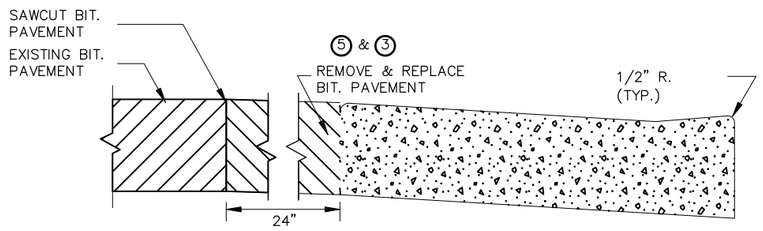
PERPENDICULAR ②

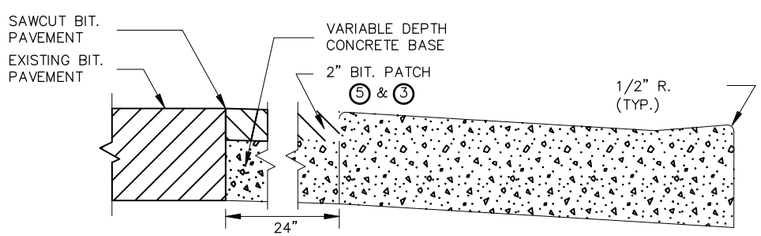


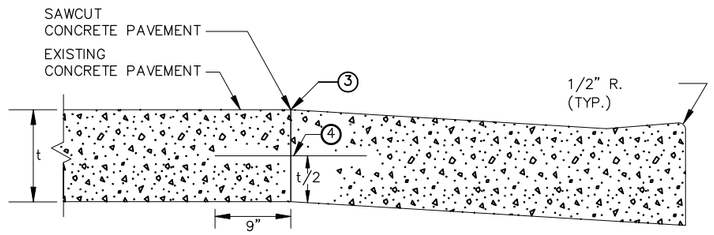
INSET A

PEDESTRIAN ACCESS ROUTE CURB & GUTTER DETAIL









PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER

FOR USE ON CURB RAMP RETROFITS

NOTES:

ADEQUATE DRAINAGE SHALL BE MAINTAINED THROUGHOUT THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% ABSOLUTE MAXIMUM.

NO PONDING SHALL BE PRESENT IN THE PAR.

ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE MAY NOT BE GREATER THAN 1/4 INCH.

① FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS, DEPRESSED CORNERS, & ONE WAY AND COMBINED DIRECTIONALS.

② FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMPS.

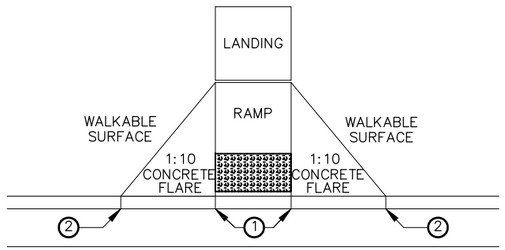
③ THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".

④ DRILL AND GROUT NO. 13 EPOXY–COATED 18" LONG BARS AT 2' CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT.

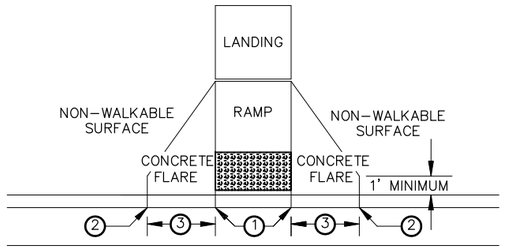
⑤ ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.

⑥ VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS.

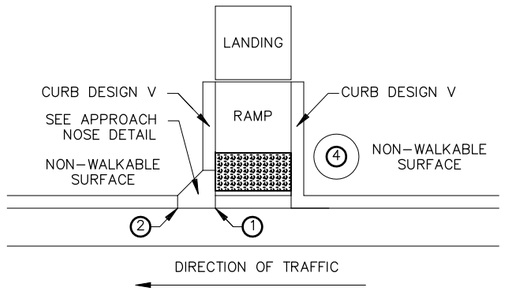
STANDARD PLAN SHEET NO. 5–297.250 (3 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: MAY 10, 2012	
RIDGEPOINT, CITY OF RAMSEY	SHEET NO. 18 OF 20 SHEETS



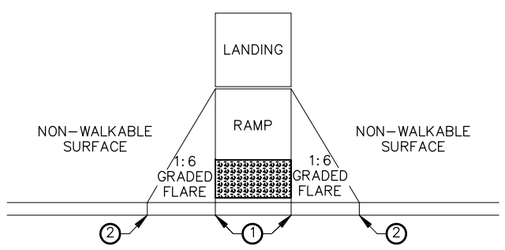
PAVED FLARES
ADJACENT TO WALKABLE SURFACE



PAVED FLARES
ADJACENT TO NON–WALKABLE SURFACE

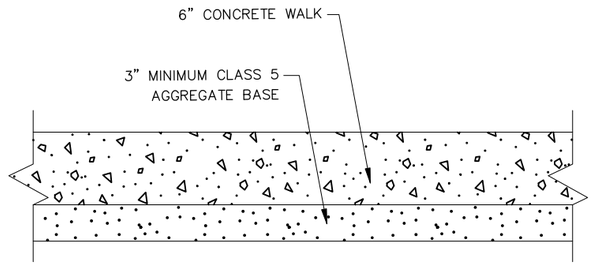


RETURNED CURB

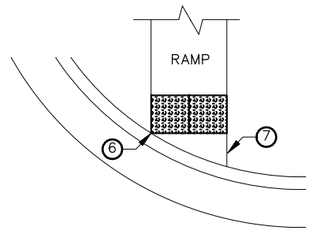


GRADED FLARES

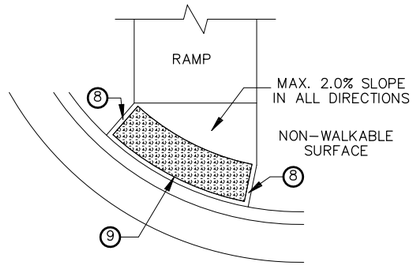
TYPICAL SIDE TREATMENT OPTIONS ⑤



TYPICAL SIDEWALK SECTION WITHIN INTERSECTION CORNER

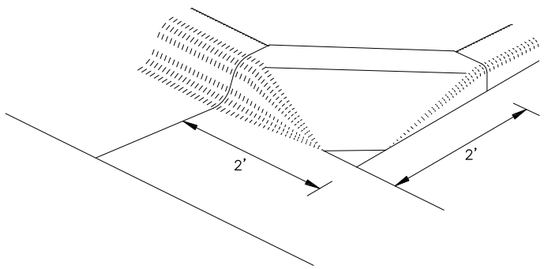


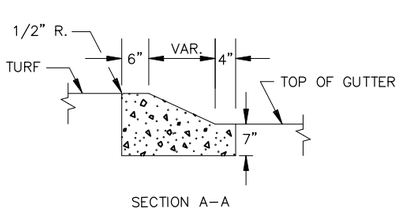
DETECTABLE WARNING
SETBACK CRITERIA



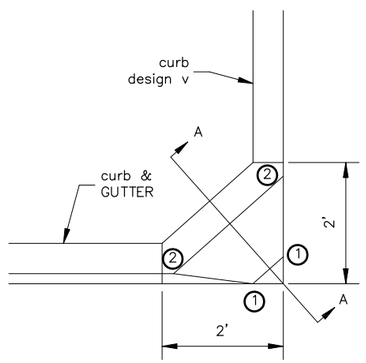
RADIAL DETECTABLE
WARNING AT RADIUS

DETECTABLE WARNING PLACEMENT





SECTION A–A



APPROACH NOSE DETAIL

FOR DOWNSTREAM SIDE OF TRAFFIC

NOTES:

SEE STANDARD PLATE 7038 AND THIS SHEET FOR DETAILS ON DETECTABLE WARNING.

USE 6" CONCRETE WALK UP TO EXISTING SIDEWALK GRADES FOR ALL RAMP AND LANDING AREAS.

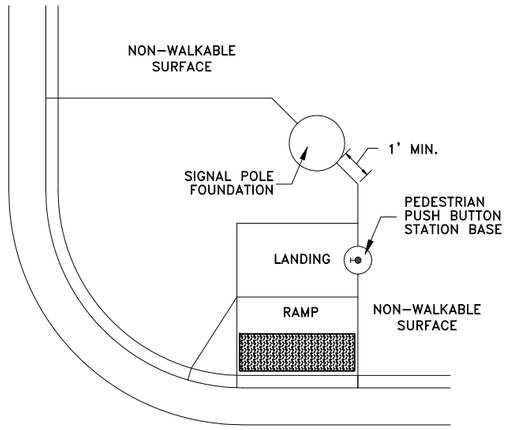
WHETHER A SURFACE IS WALKABLE OR NOT SHALL BE DETERMINED BY THE ENGINEER.

FLARE LENGTHS SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.

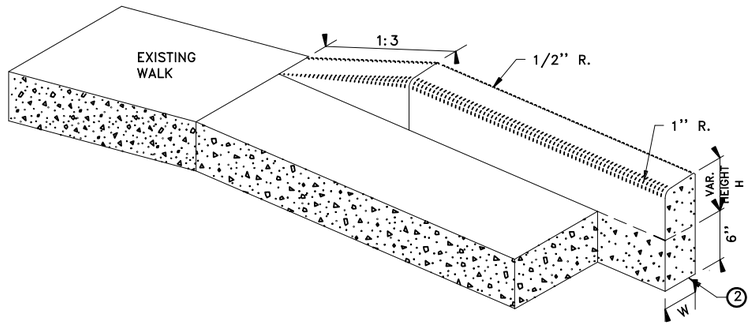
4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. SHARED USE PATHS SHALL HAVE DETECTABLE WARNING ACROSS THE ENTIRE WIDTH OF PATH WHEN THE PATH CROSSES A ROAD.

① 0" CURB HEIGHT.
② FULL CURB HEIGHT.
③ 2' – 3' CONCRETE FLARE.
④ IMMOVABLE OBJECT OR OBSTRUCTION.
⑤ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED ON ALL RAMPS AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.
⑥ DETECTABLE WARNING SHALL HAVE ONE CORNER 3" FROM THE BACK OF CURB.
⑦ SHALL BE 2' MAXIMUM OFFSET WHEN ADJACENT TO WALKABLE SURFACE AND 5' MAXIMUM OFFSET WHEN ADJACENT TO NON–WALKABLE SURFACE.
⑧ WHEN NO FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
⑨ DETECTABLE WARNING TO BE PLACED AT A UNIFORM OFFSET DISTANCE FROM 3" TO 6" FROM THE BACK OF CURB. IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNING SHALL BE PLACED 1' FROM THE EDGE OF ROADWAY TO PROVIDE CONCRETE BORDER.

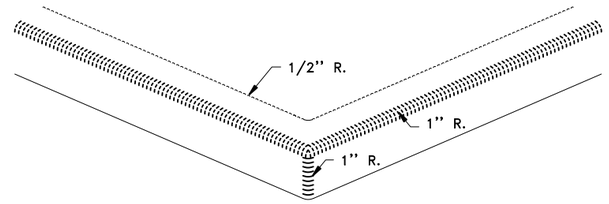
STANDARD PLAN SHEET NO. 5–297.250 (4 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: MAY 10, 2012	
RIDGEPOINT, CITY OF RAMSEY	SHEET NO. 19 OF 20 SHEETS



CONCRETE WALK EDGES ADJACENT TO CONCRETE STRUCTURES

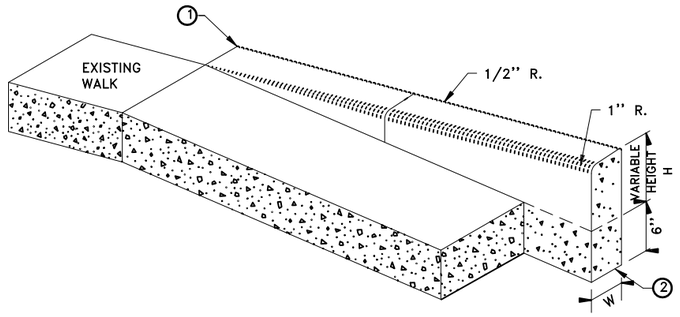


V CURB ADJACENT TO LANDSCAPE
CURB WITHIN SIDEWALK LIMITS

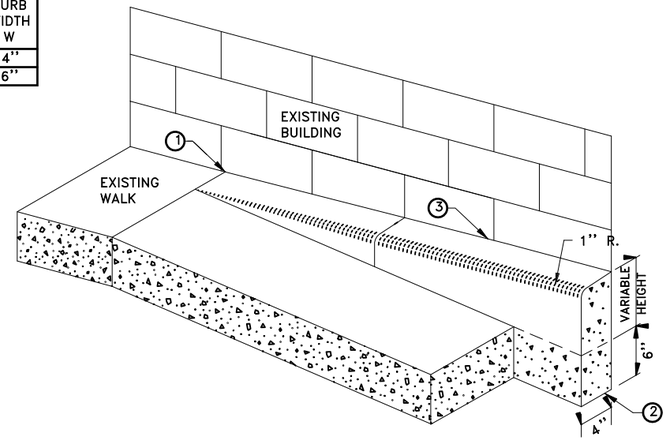


V CURB INTERSECTION

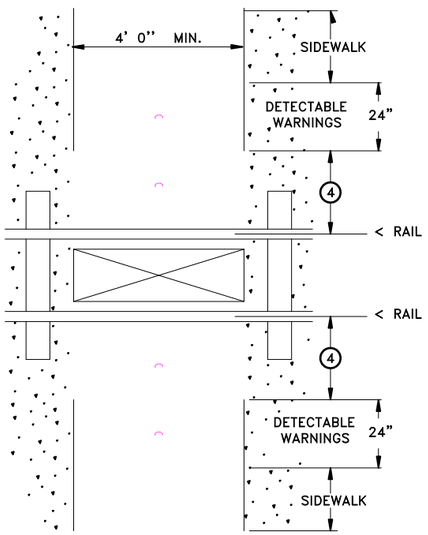
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"



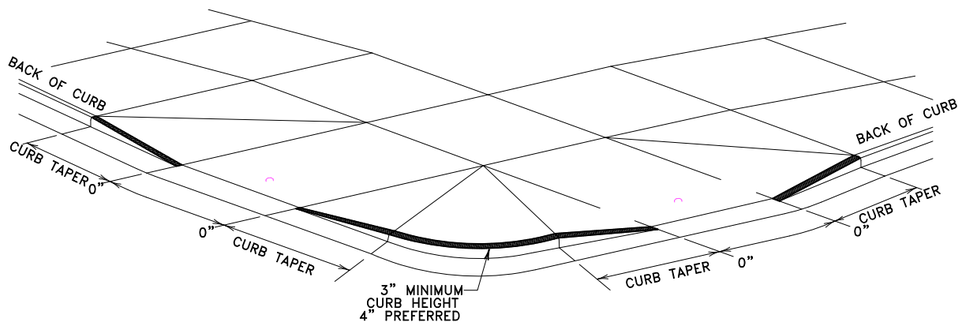
V CURB ADJACENT TO LANDSCAPE
CURB OUTSIDE SIDEWALK LIMITS



V CURB ADJACENT TO BUILDING



RAILROAD CROSSING PLAN VIEW



DETECTABLE EDGE AT QUADRANT ⑤

NOTES:

ALL V–CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.

② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.

③ EDGE BETWEEN NEW V CURB AND INPLACE STRUCTURE SHALL BE SEALED AND BOND BREAKER SHALL BE USED BETWEEN EXISTING STRUCTURE AND PLACED V–CURB.

④ EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 6' MINIMUM TO 15' MAXIMUM FROM THE CENTERLINE OF THE NEAREST RAIL. WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL.

⑤ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES TRUNCATED DOMES WHEREVER THERE IS ZERO–INCH HIGH CURB. CURB TRANSITIONS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS IMMEDIATELY AT THE EDGE OF THE TRUNCATED DOMES AND UNIFORMLY RISES TO A 3–INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TRANSITION AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILTY GUIDELINES.

STANDARD PLAN SHEET NO. 5–297.250 (5 OF 5)	PEDESTRIAN CURB RAMP DETAILS
STANDARD APPROVED: MAY 10, 2012	
RIDGEPOINT, CITY OF RAMSEY	SHEET NO. 20 OF 20 SHEETS

RIDGEPOINT

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 35, T. 32, R. 25

KNOW ALL PERSONS BY THESE PRESENTS: That Village Bank, a Minnesota corporation, owner of the following described property:

That part of Lots 26 and 27, AUDITORS SUBDIVISION NO. 96, Anoka County, Minnesota, lying Easterly and Southeasterly of the following described line:

Beginning at the intersection of the Northerly shoreline of the Mississippi River and a line 75.00 feet Southeasterly of and parallel with the Southeasterly line of Lot 7, DICKENSON'S MISSISSIPPI ESTATE, said Anoka County, as measured along the Southeasterly extension of the Northeasterly line of said Lot 7; thence Northeasterly along said parallel line 235 feet, more or less, to its intersection with the Southeasterly extension of the Northeasterly line of said Lot 7; thence Northwesterly along said Southeasterly extension 75 feet to the Northeast Corner of said Lot 7; thence Northeasterly along the Northeasterly extension of said Southeasterly line 66 feet to the Northeasterly right-of-way line of Rivlyn Avenue; thence Southeasterly along said right-of-way line to a point 500 feet Southeasterly (as measured along said right-of-way line) of the intersection of said right-of-way line with Southeasterly right-of-way line of Poplar Drive (now known as Tungsten Street N.W.) as shown on the plat of DICKENSON'S MISSISSIPPI ESTATE; thence Northeasterly parallel with said Southeasterly right-of-way line to its intersection with the Southerly line of the plat of ANOKA INDEPENDENT GRAIN AND FEED ADDITION; thence Southeasterly and Northeasterly along the Southerly and Easterly line of said plat of ANOKA INDEPENDENT GRAIN AND FEED ADDITION to the North line of said Lot 26 and there terminating.

And lying Westerly of the following described line: Beginning at the most Northerly corner of Lot 14, said AUDITORS SUBDIVISION NO. 96; thence Southerly along the Northwesterly line of said Lot 14 to the most Westerly corner thereof; thence Southerly along the Southwesterly line of said Lot 14 to its intersection with a line parallel with and 150 feet Northwesterly (as measured at right angles) of the Southwesterly extension of the Southeasterly line of said Lot 14; thence Southwesterly along said parallel line a distance of 500 feet; thence Southwesterly deflecting to right 45 degrees 00 minutes 00 seconds a distance of 900 feet, more or less to the centerline of the Mississippi River and there terminating.

EXCEPT that part platted as DICKENSON'S MISSISSIPPI ESTATE SECOND ADDITION, said Anoka County, Minnesota.

AND

Outlot A, DICKENSON'S MISSISSIPPI ESTATE SECOND ADDITION, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as RIDGEPOINT 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 Village Bank, a Minnesota corporation, has caused these presents to be signed by its proper officer this _____ day of _____ 2015.

VILLAGE BANK

_____
Randy L. Diers, President

STATE OF MINNESOTA

COUNTY OF_____

This instrument was acknowledged before me this _____ day of _____ , 2015 by Randy L. Diers, President of Village Bank, a Minnesota corporation, on behalf of the corportion.

_____

_____
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 _____ , 2015.

_____
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 _____ , 2015 by Charles R. Christopherson.

_____

_____
Notary Public, Minnesota
My commission expires _____

City Council, City of Ramsey, Minnesota

This plat of RIDGEPOINT was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this _____ day of _____, 2015, 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 _____ , 2015.

_____
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_____, 2015.

_____
Property Tax Administrator

By_____ , Deputy

ANOKA COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

I hereby certify that this plat of RIDGEPOINT was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____ , 2015, at_____ o'clock___M. and was duly recorded in Book _____ Page _____ , as Document Number _____ .

_____
County Recorder/Registrar of Titles

By _____ , Deputy

Hakanson Anderson

RIDGEPOINT

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 35, T. 32, R. 25

TUNGSTEN STREET N.W.
(PLATTED AS POPLAR DRIVE)
Southeasterly right-of-way line of Poplar Drive (nka Tungsten Street NW)
AUDITOR'S
SUBDIVISION NO. 96
ANOKA INDEPENDENT GRAIN AND FEED ADDITION
MINNESOTA DEPARTMENT OF TRANSPORTATION
US TRUNK HIGHWAY NO. 10 & 169
MONUMENTATION PLAT NO. 02-M6
North line of Lot 26, AUDITOR'S SUBDIVISION NO. 96
C. BRG=N60°22'44"W
R=762.19
Δ=1°08'22"
L=14.81
Most Northerly corner of Lot 14, AUDITOR'S SUBDIVISION NO. 96
Most Westerly corner of Lot 14, AUDITOR'S SUBDIVISION NO. 96
Northwesterly line of Lot 14, AUDITOR'S SUBDIVISION NO. 96
Southeasterly line of Lot 14, AUDITOR'S SUBDIVISION NO. 96
Southwesterly line of Lot 14, AUDITOR'S SUBDIVISION NO. 96
Southwesterly extension of the Southwesterly line of Lot 14, AUDITOR'S SUBDIVISION NO. 96
Southeasterly line of ANOKA INDEPENDENT GRAIN AND FEED ADDITION
Easterly line of ANOKA INDEPENDENT GRAIN AND FEED ADDITION
N21°03'20"E
173.24
S69°31'40"E
99.00
S68°25'11"E
35.20
117.79
S22°14'08"W
80.36
N20°02'20"E
168.10
OUTLOT A
N69°31'40"W
201.76
115.09
123.34
150.00
OUTLOT D
S85°53'40"E
51.00
N43°52'20"E
49.00
N80°16'20"E
50.80
S69°17'40"E
178.57
Southeasterly line of ANOKA INDEPENDENT GRAIN AND FEED ADDITION
Point 500 feet Southeasterly, as measured along the northeasterly right-of-way line of the Rivlyn Avenue intersection with the Northeasterly right-of-way line of Poplar Drive (nka Tungsten Street NW)
N19°01'36"E
145.64
146.75
N19°01'36"E
Line parallel with the Southeasterly right-of-way line of Poplar Drive (nka Tungsten Street NW)
227.33
S69°17'40"E
48.76
L=4.61
Δ=1°45'23"
L=36.93
R=30.00
Δ=70°31'44"
L=106.69
Δ=101°52'48"
L=262.35
R=60.00
L=486.29
Δ=465°22'05"
N81°45'34"W
60.00
S87°55'07"W
36.34
49.72
80.30
159.49
S21°28'15"W
153.90
117.36
Drainage & Utility Easement
190.57
500.00
S22°15'03"W
Line parallel with and 150 feet Northwesterly of the Southwesterly extension of the Southwesterly line of Lot 14, AUDITOR'S SUBDIVISION NO. 96
S26°29'15"E
97.19
104.60
N20°02'20"E
12.06
RIVLYN AVENUE
Northeasterly right-of-way line of Rivlyn Avenue
S65°41'00"E
392.96
500.00
Northeasterly line of Lot 7, DICKENSON'S MISSISSIPPI ESTATE
N21°34'00"E
(66.08 DEED)
66.08 Meas.
33.03
33.05
S65°18'27"E
34.42
S65°41'00"E
72.45
S86°12'42"E
34.59
32.92
L=81.34
R=222.95
Δ=20°54'15"
L=57.67
Δ=1°01'09"
149.08
L=65.53
R=250.00
Δ=1°01'09"
S86°12'42"E
32.92
N78°46'09"E
233.94
S11°13'51"E
60.00
30.00
30.00
RIVLYN AVENUE
BENCHMARK
Top Nut Hydrant on the South side of Rislyn Avenue; 400'± East of the intersection of Rislyn Avenue and Tungsten Street NW. Elevation = 859.98 (NGVD 1929)
N65°18'27"W
79.84
103.07
N86°12'42"W
4.01
Δ=1°13'23"
L=49.96
23.17
20.12
80.50
80.50
29.64
Northeasterly extension of the Southeasterly line of Lot 7, DICKENSON'S MISSISSIPPI ESTATE
Northeast corner of Lot 7, DICKENSON'S MISSISSIPPI ESTATE
Southeasterly extension of the Northeasterly line of Lot 7, DICKENSON'S MISSISSIPPI ESTATE
Southeasterly extension of and parallel with the Southeasterly line of Lot 7, DICKENSON'S MISSISSIPPI ESTATE
Line 75 feet Southeasterly of and parallel with the Southeasterly line of Lot 7, DICKENSON'S MISSISSIPPI ESTATE
233'±-DEED
DICKENSON'S MISSISSIPPI ESTATE
Southeasterly line of Lot 7, DICKENSON'S MISSISSIPPI ESTATE
N10°37'27"E
67.70
N10°37'27"E
71.70
S04°50'42"E
143.48
OUTLOT C
S04°50'42"E
41.10
41.03
S85°38'00"W
80.00
S85°09'18"W
108.02
N20°00'20"E
69.00
30.95
36.17
100.08
S19°45'12"E
33.63
S19°45'12"E
30.16
N67°07'25"E
80.70
N77°49'22"E
113.88
33.22
80.66
S04°50'42"E
202.92
S04°50'42"E
245.92
105.59
135.57
131.12
N41°09'07"W
163.66
S34°28'47"W
28.48
N50°48'56"E
19.28
55.60
Drainage & Utility Easement
WET LAND
112.57
45°
84.07
474.68
S67°15'03"W
494'±
S67°15'03"W
48.88
20.03
33.15
S67°15'03"W
204.86
OUTLOT B
209.13
-900'±-DEED
S43°09'38"E
63.80
12.41
90.73
S38°02'58"E
19'±
SURVEY LINE
MISSISSIPPI RIVER
WATER ELEV 4/23/08 = 834.10 (NGVD 1929)
ORW ELEV = 835.10 (NGVD 1929)
100 YEAR FLOOD 847.0 (NGVD 1929)
Northerly shoreline of Mississippi River
Centerline of Mississippi River
Drainage & Utility Easement
N31°42'08"E
182'±
156.56
147.15
ADDITION
SECOND
ESTATE
MISSISSIPPI
DICKENSON'S
RIVLYN AVENUE
TUNGSTEN STREET N.W.
ANOKA INDEPENDENT GRAIN AND FEED
AUDITOR'S
SUBDIVISION
NO. 96
OUTLOT A
OUTLOT B
OUTLOT C
OUTLOT D
WET LAND
1
2
3
4
5
6
7
26
27

N

SCALE 50 0 50 100
IN FEET
1 INCH = 50 FEET

For the purposes of this plat the Northeasterly line of Lot 7, DICKENSON'S MISSISSIPPI ESTATE is assumed to bear North 65°18'27" West

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

● Denotes found iron monument

— · — · — Denotes edge of Wet Land

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

10
5
5
10

(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.

Hakanson Anderson

SHEET 2 OF 2 SHEETS

ORDINANCE NO. 15-10

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN ORDINANCE VACATING AN EASEMENT FOR DRAINAGE AND UILITY PURPOSES IN THE CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA

The City of Ramsey Ordains:

SECTION 1. AUTHORITY

This ordinance is adopted pursuant to and under the authority of the Home Rule Charter of the City of Ramsey, Section 12.06 and Minnesota Statutes 412.851

SECTION 2. VACATION

The following described in Exhibit A attached hereto dedicated roadway is hereby vacated, to-wit.

SECTION 3. EFFECTIVE DATE

This Ordinance becomes effective thirty (30) days after its publication subject to the City Charter Section 5.07.

PASSED by the City Council of the City of Ramsey this the ___ day of _____, 2015.

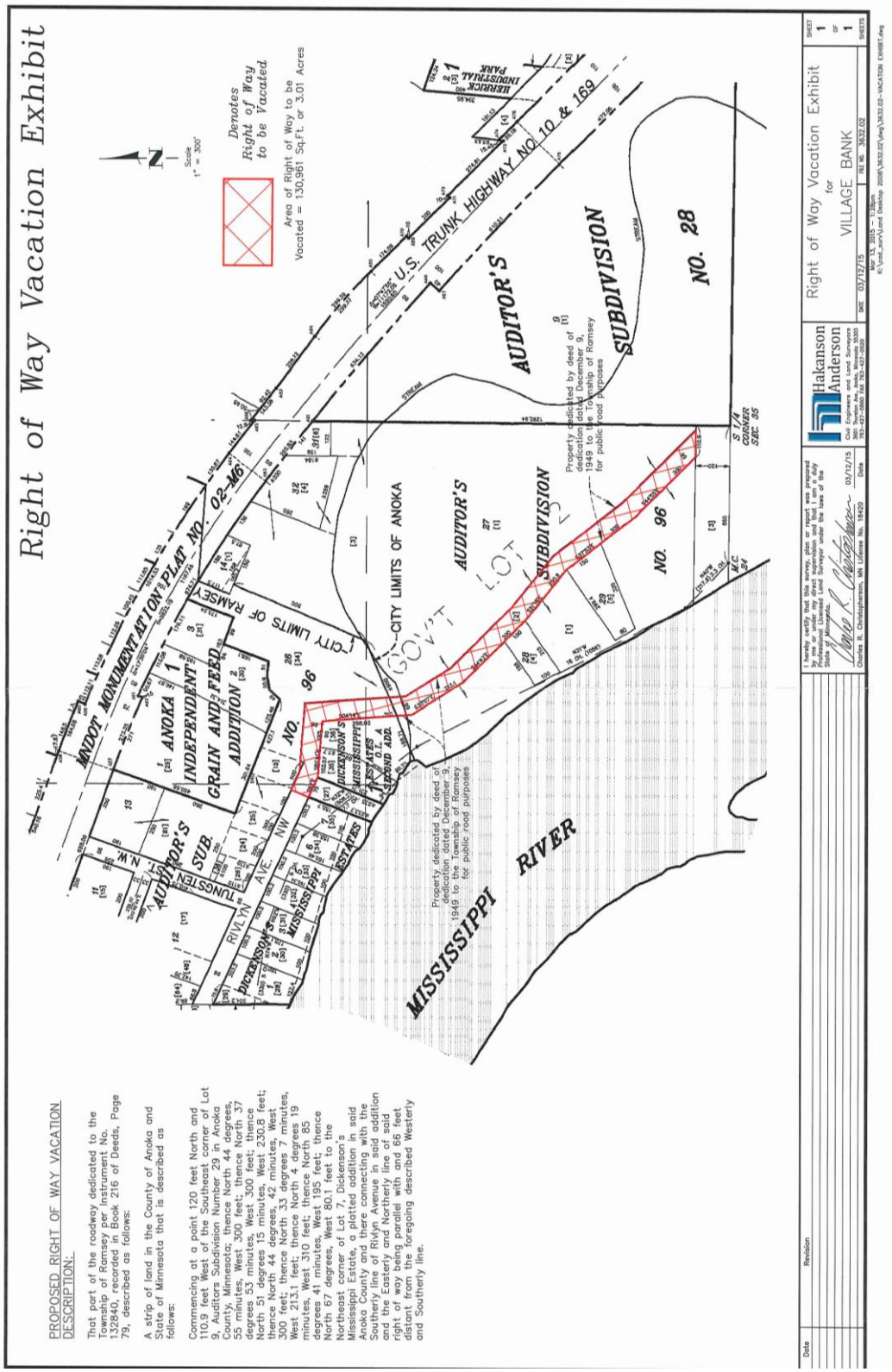
_____
Mayor

ATTEST:

_____
City Administrator

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

Exhibit A
Right of Way Vacation Exhibit



CC Regular Session **7. 2.**

Meeting Date: 08/25/2015

By: Tim Gladhill, Community Development

Information

Title:

Adopt Resolution #15-08-191 Approving Comprehensive Plan Amendment and Introduce Ordinance #15-14 Approving a Zoning Amendment for 14100 Sunfish Lake Blvd. NW; Case of Life Fitness

Purpose/Background:

The purpose of this case is to consider two (2) separate, but related, actions:

1. Comprehensive Plan Amendment from Places to Shop to Places to Work
2. Zoning Amendment from B-1 General Business District to E-1 Employment District

The City has been approached by a potential buyer, Life Fitness, for the parcel commonly known as the former Health Quest site. The Buyer is proposing a use allowable under the E-1 Employment District. Life Fitness has submitted a request to the City under the City's Business Subsidy Policy, which would require the Planning Commission to adopt a resolution finding that the proposed use is consistent with the Comprehensive Plan. In order to pass said resolution, an amendment to the City's Comprehensive Plan is necessary. The City's Zoning Code/Official Zoning Map must be consistent with the Comprehensive Plan, so a parallel request for a Zoning Amendment is also included.

Notification:

The Planning Commission held a Public Hearing on August 6, 2015. The Public Hearing Notice was advertised in the Anoka County UnionHerald. Additionally, Staff attempted to notify all Property Owners within 350 feet of the Subject Property.

Observations/Alternatives:

Observations

This amendment will actually revert the Land Use Map and Zoning District back to the original, pre-2007 designations. In 2007, the City received and approved a Comprehensive Plan Amendment, Zoning Amendment, and Site Plan for a multi-tenant retail redevelopment of the former Health Quest site. However, said redevelopment never materialized and the site went into foreclosure.

A new perspective buyer has approached the City to discuss an amendment to revert back to the original Zoning District. The proposed future manufacturing and warehouse building appears to be compatible with the surrounding uses, which are predominantly employment based with the exception of Casey's General Store. The current owner, First National Bank, is supportive of this change and feels that this is in line with the current market, regardless if there had been a current buyer.

Regarding the proposed future land use, the positive would be a potentially more immediate redevelopment of a site that has sat vacant for approximately ten (10) years. The negative of the proposed amendment could be larger, albeit fewer, truck traffic movements on two (2) County Roads.

Regarding the future land use as currently shown, the positives would be a higher per square foot tax base. The negatives would be additional comparable traffic and conflict points on two (2) county roads.

Alternatives

Alternative 1: Approve the amendments as presented. This will allow for the redevelopment of the parcel in a manner consistent with the abutting properties.

Alternative 2: Do not approve the amendments. This will mean that the City finds that a retail use is the most compatible use for the parcel and that the Property Owner will need to continue to pursue a retail user.

Funding Source:

The amendment is being handled as part of normal Staff duties.

Recommendation:

The Planning Commission recommends that the City Council adopt Resolution #15-08-191 and Ordinance #15-14.

Action:

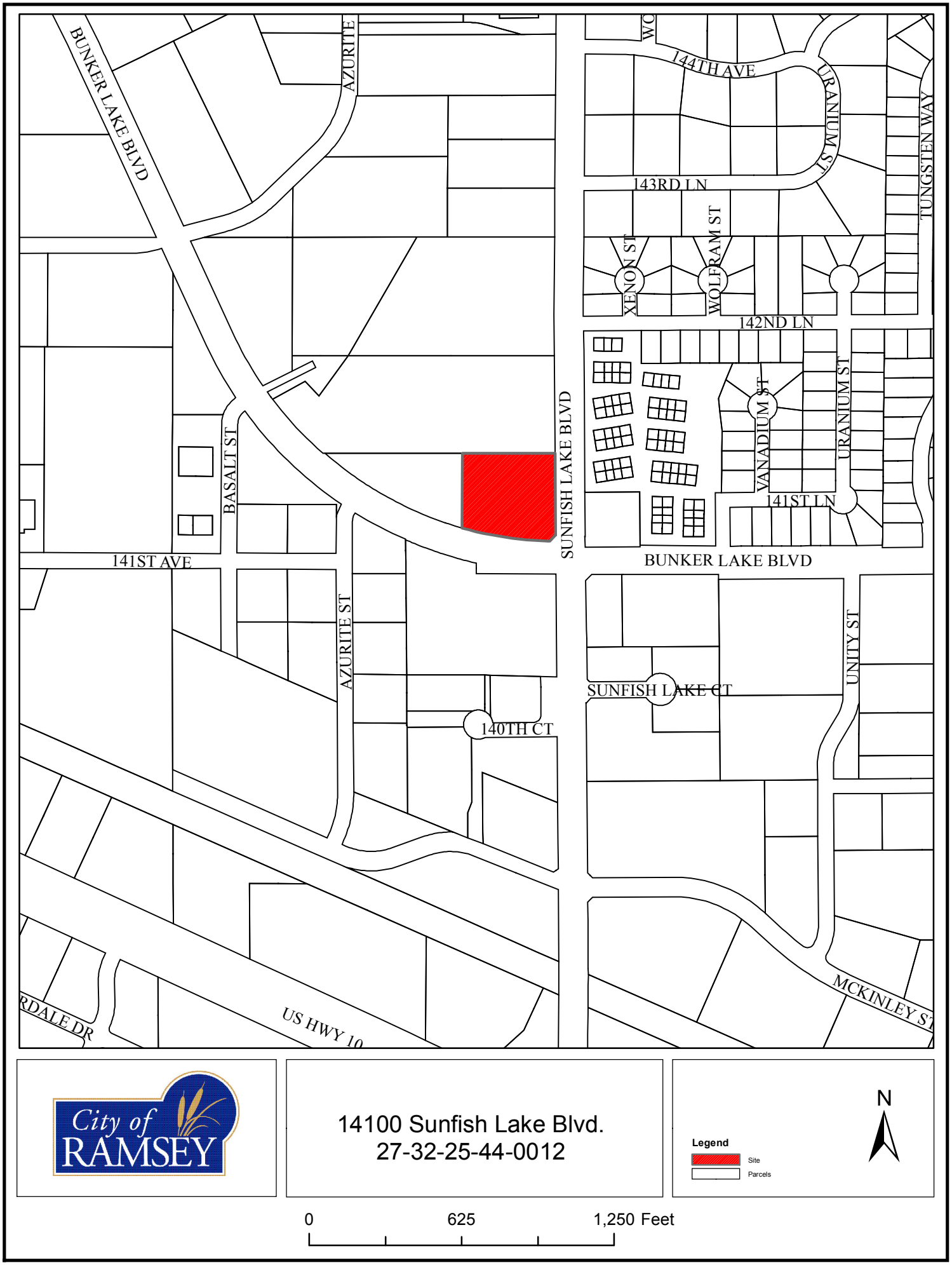
Motion to adopt Resolution #15-08-191 approving a Comprehensive Plan Amendment and introduce Ordinance #15-14 approving a Zoning Amendment for 14100 Sunfish Lake Blvd. NW.

Attachments

Site Location Map
Future Land Use Map
Resolution #15-08-191
Ordinance #15-14
DRAFT Planning Commission Minutes dated August 6, 2015

Form Review

Inbox	Reviewed By	Date
Tim Gladhill (Originator)	Tim Gladhill	08/20/2015 08:18 AM
Chris Anderson	Chris Anderson	08/20/2015 10:01 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 11:11 AM
Form Started By: Tim Gladhill		Started On: 08/18/2015 07:41 AM
Final Approval Date: 08/20/2015		



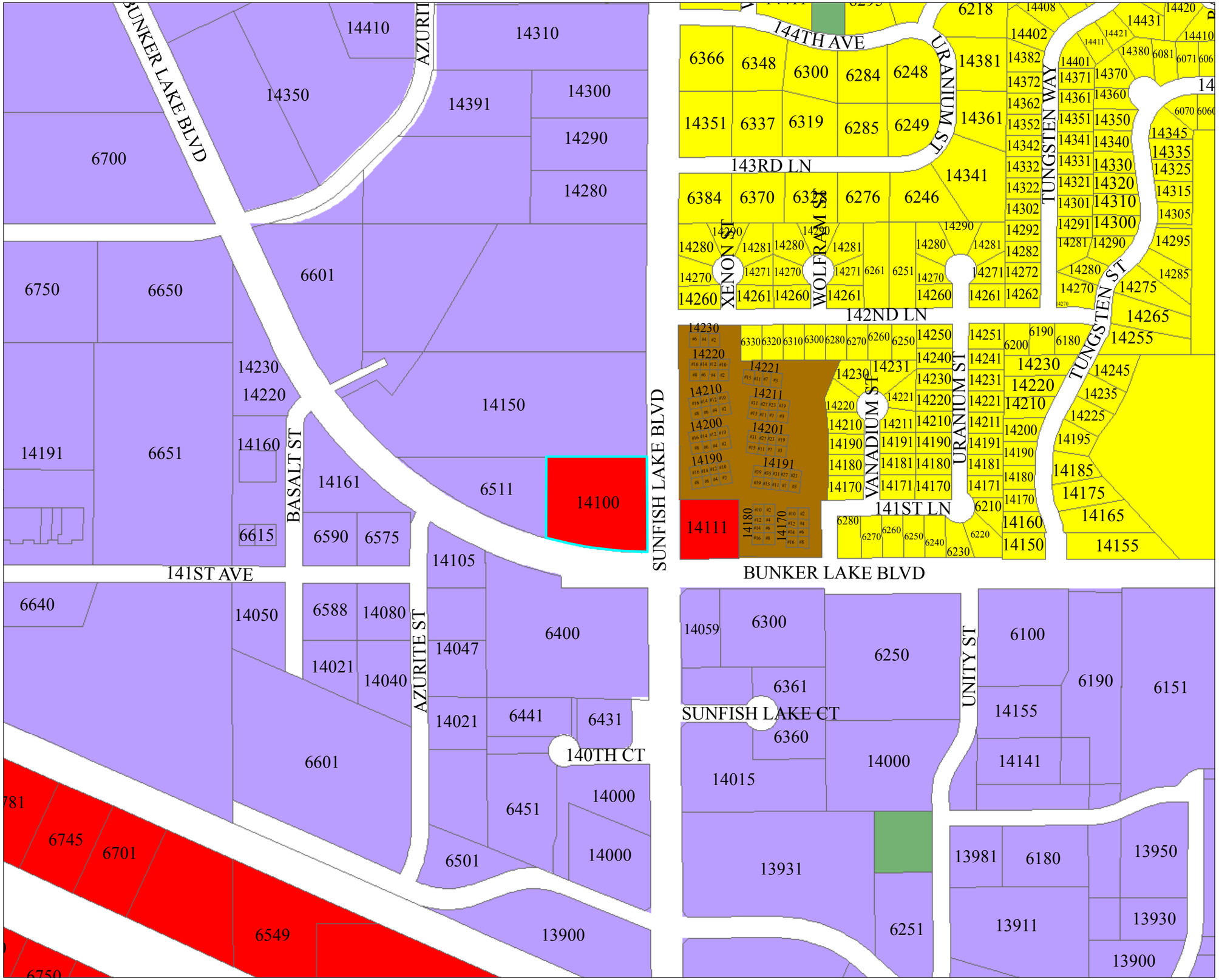
City of RAMSEY

14100 Sunfish Lake Blvd.
27-32-25-44-0012

Legend
Site
Parcels

N

0 625 1,250 Feet



City of RAMSEY

2030 Comprehensive Plan
Future Land Use Map

Future Land Use

- Low Density Residential
- Medium Density Residential
- High Density Residential
- Office Park
- Commercial
- MU
- Business Park
- Public
- Rural Developing
- Rural Preserve
- Park
- MRCCA Boundary
- MUSA

N
W E
S

0 0.05 0.1 Miles

This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

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

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

RESOLUTION #15-08-191

A RESOLUTION ADOPTING FINDINGS, APPROVING A COMPREHENSIVE PLAN AMENDMENT TO CHANGE A LAND USE DESIGNATION FROM PLACES TO SHOP TO PLACES TO WORK AND AUTHORIZING CITY STAFF TO SUBMIT AN APPLICATION TO THE METROPOLITAN COUNCIL FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN

WHEREAS, on August 6, 2015, the Planning Commission of the City of Ramsey held a Public Hearing on an amendment to the Comprehensive Plan to amend the future land use designation from Places to Shop to Places to Work and recommends approval of said amendment, for the following legally described property:

Lot 1, Block 1, GATEWAY NORTH INDUSTRIAL PARK PLAT 3

(the "Subject Property")

WHEREAS, on October 9, 2007, the City approved a Comprehensive Plan Amendment at the request of the property owner at that time from Places to Work to Places to Shop based off a submitted site plan to redevelop the site as a convenience retail development; and

WHEREAS, the site plan approved in 2007 never materialized; and

WHEREAS, the City has been approached by a potential buyer of the Subject Property who proposes a manufacturing and warehouse facility, necessitating a Comprehensive Plan Amendment to Places to Work, which will actually revert back to the original designation and be consistent with abutting properties; and

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 request for a land use designation change of the Subject Property from Places to Shop to Places to Work.

2) That the Ramsey City Council hereby authorizes City Staff to submit the necessary documentation to Metropolitan Council for an amendment to the Comprehensive Plan to change the land use designation to Places to Work.

3) That this land use change shall become effective upon City Council ratification of Metropolitan Council action.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of August, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

ORDINANCE #15-14

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

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

AN ORDINANCE AMENDING SECTION 117-90 "MAP" OF CHAPTER 117 OF THE CITY CODE OF RAMSEY, MINNESOTA.

SECTION 1. AMENDMENT

The following legally described properties or portions thereof, are hereby rezoned from B-1 General Business District to E-1 Employment District

Lot 1, Block 1, GATEWAY NORTH INDUSTRIAL PARK PLAT 3

(the "Subject Property")

SECTION 2. MAP

The City is hereby instructed to cause this amendment to be shown on the "City of Ramsey Zoning Map", which map was adopted pursuant to Section 117-90 of the Ramsey City Code.

SECTION 3. EFFECTIVE DATE

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

PASSED by the City Council of the City of Ramsey, Minnesota the _____ day of_____, 2015.

_____
Mayor

ATTEST:

_____
City Administrator

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

5.01: PUBLIC HEARING: Consider Recommendation on Resolution #15-08-191 Approving Comprehensive Plan Amendment and Ordinance #15-14 Approving a Zoning Amendment for 14100 Sunfish Lake Boulevard NW

Public Hearing

Vice Chairperson Bauer called the public hearing to order at 7:02 p.m.

Presentation

Community Development Director Gladhill presented the staff report stating the purpose of this case is to consider two (2) separate, but related, actions:

1. Comprehensive Plan Amendment from Places to Shop to Places to Work
2. Zoning Amendment from B-1 General Business District to E-1 Employment District

Community Development Director Gladhill explained the City has been approached by a potential buyer for the parcel, which is commonly known as the former Health Quest site. The Buyer is proposing a use allowable under the E-1 Employment District. The Buyer is considering submitting a request to the City under the City's Business Subsidy Policy, which would require the Planning Commission to adopt a resolution finding that the proposed use is consistent with the Comprehensive Plan. In order to pass said resolution, an amendment to the City's Comprehensive Plan is necessary. The City's Zoning Code/Official Zoning Map must be consistent with the Comprehensive Plan, so a parallel request for a Zoning Amendment is also included.

Citizen Input

There was no public comment.

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

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

Vice Chairperson Bauer closed the public hearing closed at 7:05 p.m.

Commission Business

Motion by Commissioner Brauer, seconded by Commissioner Andrusko, to recommend that City Council adopt Resolution #15-08-191 approving a Comprehensive Plan Amendment.

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

DRAFT

Motion by Commissioner Brauer, seconded by Commissioner Andrusko, to recommend that City Council adopt Ordinance #15-14 approving a Zoning Amendment for 14100 Sunfish Lake Blvd. NW.

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

DRAFT

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

CC Regular Session **7. 3.**

Meeting Date: 08/25/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Consider Policy Direction for Various Uses on Leased City Owned Land Located on U.S. Highway 10

Purpose/Background:

PURPOSE

Consider policy direction for "outside sales/ outside storage/ outside display" uses on leased City owned land located on U.S. Highway 10.

BACKGROUND (why is this discussion coming forward now?)

This discussion is before the Council as a result of a pending request for the expansion of an existing lease agreement between the City of Ramsey and M&G Trailer Sales. Currently, M&G Trailer Sales is leasing about 40,000 square feet of City owned land for the purpose of outside display/ storage/ sales. This lease agreement is set to terminate on April 22, 2019. Attached is the lease agreement. M&G Trailer Sales would like to expand (amend) their current lease agreement to include approximately double the size of their leasable space (about 85,000 square feet total).

BACKGROUND (why does the City own so much land along Highway 10?)

As part of pending/ planned improvements for U.S. Highway 10/ U.S. Highway 169 in Ramsey, the City (or MnDOT) needs to secure property for future right-of-way (ROW). A commonly utilized method to secure ROW is a MnDOT funded, Metropolitan Council administered, program known as the "right-of-way acquisition loan fund" or RALF. The City has purchased fifteen "RALF" properties along U.S. Highway 10 to date, and additional purchases will likely be made over time in order to facilitate the planned Highway 10 upgrades. In many cases, the City has leased back City owned RALF properties to the private sector for commercial use. The benefit of leasing back properties to the private sector is property taxes are generated, and the City retains active local businesses.

BACKGROUND (why does the M&G request result in a policy discussion at this time?)

The City Council adopted a new strategic plan in 2015. This plan included a "strategic initiative" to: improve the image of key corridors such as U.S. Highway 10; further more, the plan included a "tactic" to: proactively implement corridor improvements through public investment and code compliance initiatives. Staff anticipates this initiative to commence later this fall. The policy discussion regarding corridor improvement will likely continue into mid-2016.

Additionally, the City's development team consistently receives concerns and comments from various parties related to the image and reputation of the City of Ramsey (in terms of development). The viewshed of U.S. Highway 10 in Ramsey is perceived to be generally negative, and often may be the only portion of Ramsey that people observe.

As a result of the two items above, Staff has responded to M&G Trailer Sales request by indicating a policy

discussion was needed before Staff would be comfortable bringing forward a lease amendment.

Observations/Alternatives:

ALTERNATIVES

1. Invite M&G Trailer Sales to bring forward a lease amendment

The Council could provide this direction knowing a larger policy discussion is needed in the future. And, make this an isolated decision versus comprehensive policy direction. However, this decision will result in the expanded use into early 2019. And, Staff would expect potential future requests (from other businesses), to site this case (from an equity perspective). Attached are reference maps of various City owned properties that either have leases today, or could in the future. The lease would result in permanent improvements.

M&G has indicated a willingness to pave or improve their leased area, and provide the City with an escrow to remove at the time they vacate the property. M&G is a thriving/ growing Ramsey business. They have a good reputation in the community (for their customer service and products). They expect their growth to continue--they are the largest trailer dealership in the State (based on volume of sales).

NOTE: the proposed lease will require land use/ zoning review. Staff anticipates the need to address screening, surfacing, storm water, emergency access, and other items. If the request comes forward for an expansion utilizing a gravel parking surface, an amendment to the existing Interim Use Permit will be necessary. The request will also require the approval of the Lower Rum River Watershed Management Organization, and requirements for stormwater management.

2. Do not invite M&G Trailer Sales to bring forward a lease amendment

The Council could utilize this request as the "starting point" for new policy direction to help improve the image/appearance of the Highway 10 corridor. Staff anticipates similar requests to periodically come forward for the foreseeable future (about 1x per year).

3. Request additional information/ additional discussion before this request is addressed

The Council may not be comfortable providing direction now, and may need additional information. It should be noted, this business has indicated they would like to move forward with a lease amendment ASAP. They are also in the process of securing an alternative permanent, long term location, in the City of Ramsey. They would like to use this lease to fill the gap, from now until they can secure their permanent location.

What are the benefits/ drawbacks of expanding leasable space on City owned property for outside sales/ display?

(+) tax exempt property begins paying property taxes
(+) job growth likely
(+) supporting a local business with a positive reputation, and a desire to secure a permanent location in Ramsey
(+) M&G is a community supporter (Happy Days+)
(-) increases safety issues along U.S. Highway 10, conflicts with the U.S. Highway 10 Access Planning Study (i.e. elimination of accesses)
(-) doesn't address image/ reputation concerns for City of Ramsey
(-) potentially conflicts with City strategic plan
(-) potentially extends unintentional precedence for use of City owned land

Funding Source:

NA

Recommendation:

NA

Action:

Motion to:

1. Invite M&G Trailer Sales to bring forward a lease amendment
2. Not invite M&G Trailer Sales to bring forward a lease amendment
3. Request additional information/ additional discussion before this request is addressed

---

Attachments

M and G Lease Agreement

Ref Map Outside Storage

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/20/2015 09:54 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 11:32 AM
Form Started By: Patrick Brama		Started On: 08/18/2015 04:16 PM
Final Approval Date: 08/20/2015		

COPY 1 of 2

LEASE AGREEMENT

This lease agreement, dated this 22nd day of April, 2014 ("LEASE AGREEMENT") by and between the City of Ramsey, Anoka County, Minnesota, a Minnesota municipal corporation ("LANDLORD") and Motors on Ten LLC d/b/a M & G Trailer Sales and Service, a Minnesota business held by ("TENANT").

1. SUBJECT PROPERTY. The leased premises is approximately 40,000 square feet of outside sales/display area located on real property at 7443 U.S. Highway 10, Ramsey, Minnesota 55303, depicted in Appendix A and legally described as follows:

That part of the West Half of the Southeast Quarter of Section 28, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Commencing at the Southeast corner of said Section 28; thence on an assumed bearing of North 0 degrees 28 minutes 50 seconds West, along the East line of said Southeast Quarter of Section 28, a distance of 164.43 feet to monument A-85 on the Northerly right-of-way boundary line of Trunk Highway No. 10 as shown on Minnesota Department of Transportation Plat 02-M4, filed as Anoka County Recorder Document No. 541039; thence North 65 degrees 51 minutes 38 seconds West, along said Northerly right-of-way line, a distance of 806.12 feet to monument A-39 as shown on said plat; thence continue along said Northerly right-of-way line on a tangential curve concave to the Northeast, radius 22,673.76 feet, central angle 1 degree 42 minutes 24 seconds, a distance of 675.48 feet to monument A-37 as shown on said plat; thence North 64 degrees 09 minutes 14 seconds West, along said Northerly right-of-way line, a distance of 538.00 feet to a point distant 985.00 feet Northwesterly, as measured along said Northerly right-of-way line, from its intersection with the East line of said West Half of the Southeast Quarter; thence North 4 degrees 33 minutes 33 seconds West a distance of 269.97 feet to the Southerly right-of-way line of the Burlington Northern Railroad; thence South 66 degrees 42 minutes, 01 seconds East along said Southerly right-of-way line, a distance of 630.93 feet to the intersection with a line bearing North 16 degrees 12 minutes 07 seconds East from the point of beginning; thence South 16 degrees 12 minutes 07 seconds West a distance of 264.61 feet to the point of beginning.

Anoka County Property Identification Number (PID) 28-32-25-43-0002

2. PERMITTED USE

The Subject Property may be used for displaying for sale trailers and similar equipment and accessories related to the primary use of the Tenant's business operations.

Display or storage of equipment or materials not related to primary operation of the Tenant's business operations shall require written approval by the Landlord. Tenant shall not sublet, license, concession or transfer this Lease Agreement in any way to another party without written approval by the Landlord. Utilizing the Subject property for storage of crates, packaging, trash, waste, hazardous materials, and other similar materials is prohibited.

3. TERM

Sixty (60) months commencing on the 22nd day of April, 2014 and terminating at the end of the 22nd day of April, 2019.

4. EARLY TERMINATION

In event the Landlord determines, in its sole discretion, the Subject Property, or any part thereof, is required for the improvements to U.S. Highway 10, the Landlord may terminate this Lease Agreement provided a six (6) month written notification is delivered to the Tenant.

In the event the Tenant defaults on any terms of this Lease Agreement, the Landlord may terminate this Lease Agreement provided a written notification of the default is delivered to the Tenant and Tenant fails to cure the default within thirty (30) days of its receipt of said notification. If the Tenant fails to cure the default within the thirty (30) day period, Tenant shall vacate the Subject Property by the end of the 40th day following its receipt of the written notice.

Tenant may terminate this Lease Agreement provided a written notice is delivered to the Landlord at least ninety (90) days prior to termination, in which case the Tenant shall be responsible for paying Landlord's property taxes until the Subject Property returns to a tax exempt status; which shall be determined by Anoka County.

5. RENT

Tenant shall pay Landlord monthly rent due on the first day of each month, beginning on May 1, 2014, through the Term of this Lease Agreement. Tenant shall pay monthly rent installments as follows:

May 2014-March 2015	$1,434 per month
April 2015-March 2016	$1,434 per month
April 2016-March 2017	$1,500 per month
April 2017-March 2018	$1,500 per month
April 2018-April 2019	$1,600 per month

6. LATE FEES

The nonpayment of rent specified in Paragraph 5 shall constitute a default for purposes of the Landlord's ability to terminate the lease under Paragraph 4. If Tenant defaults by failing to pay the full amount of rent by the time it is due, Tenant shall pay Landlord a late fee in the amount $80.00 for each such event of default. Unless this late fee is included with a late payment, such payment does not cure an event of default due to the nonpayment of rent by the first day of each month.

7. DEPOSIT

Tenant shall pay Landlord a deposit in the amount of $1,500 on the 22nd day of April, 2014. This deposit shall be held by Landlord, without obligation or liability for payment of interest thereon, as security for the faithful performance by Tenant of all of the terms

of this Lease Agreement to be observed and performed by the Tenant. Landlord shall not be required to keep this deposit separate from its general funds. If Tenant at any time during the Term of this Lease Agreement is in default of any provision of this Lease Agreement, Landlord may, at its sole option and without prejudice to any other remedy that Landlord may have at law or equity, appropriate the deposit, or the portion thereof as may be deemed necessary, and apply the same toward the payment of rent or loss or damage sustained by the Landlord due to the default on the part of the Tenant. Unless appropriated by the Landlord pursuant to this Paragraph, Landlord shall return deposit to Tenant upon termination of the Lease Agreement.

8. OTHER FEES

The payment of rent described in this Lease Agreement does not encompass other costs associated with the Subject Property including, but not limited to, garbage disposal, refuse removal, electricity, telephone, all other utility fees, snow removal, lawn care, light bulb replacement, fence maintenance, parking surface maintenance, all other property maintenance and wages and fringe benefits for personnel employed for such work. Tenant is solely responsible for all such costs

If Tenant fails to pay other fees as described above when due, Landlord may, but is not required to, pay same. If Landlord exercises this option, same shall be due immediately to Landlord from Tenant together with 10% interest per occurrence.

9. INSURANCE

Tenant shall purchase and provide general public liability insurance for the Subject Property which shall include coverage for bodily injury, property damage, personal injury, contractual liability, and independent contractors. The Landlord must be listed as an additional insured on Tenant's public liability insurance policy. The minimum public liability insurance required shall be the liability limits described in Minn. Stat. § 466.04 (as amended). Tenant shall provide Landlord a certificate of public liability insurance by April 22, 2014; and shall provide a new certificate annually until the Lease Agreement is terminated. The policy shall provide that its terms shall not be modified, nor the policy terminated, without 30 days prior written notice to the Landlord.

10. MAINTENANCE

Tenant shall maintain the Subject Property and any buildings, improvements, fixtures and equipment thereon in a properly functioning, safe, orderly, sanitary and first class condition, shall pay for all necessary replacements and maintenance thereto, and shall at the expiration or other termination of this Lease Agreement, surrender in the same condition. Property shall be maintained in accordance with interim use permit (IUP) approved by the City Council on April 22, 2014.

11. TENANT PROPERTY IMPROVEMENTS

Use of the Subject Property as described in Section 1 will require property improvements by the Tenant in order to comply with the City of Ramsey's Zoning Ordinance (Chapter 117). All improvements to the Subject Property made by the Tenant shall require written

approval by the Landlord. Upon termination of this Lease Agreement, Landlord may request Tenant to remove any, or all, improvements made to the Subject Property at the sole cost of the Tenant. If Tenant fails to remove any such improvement within thirty (30) days of its receipt of such request, Landlord may pay for the removal of same and the cost of such removal, together with 10% interest per occurrence, shall be immediately due as payable to Landlord by Tenant. Any improvements remaining on the Subject Property, with the Landlord's consent, shall, upon termination of the Lease Agreement, accrue to and become the property of the Landlord.

12. RIGHT OF ENTRY

Tenant shall permit Landlord, or its representatives, to enter the Subject Property, to examine, inspect and protect the premises, and to make such alterations, renovations, restorations and/or repairs as in the judgment of Landlord may be deemed necessary or desirable, without any diminution of rent or other fees payable under this Lease Agreement. Tenant shall maintain a minimum driving lane width of fifteen (15) feet to allow access through the Subject Property for public safety purposes; and, Tenant shall preserve access for emergency personnel to all fire hydrants located on the Subject Property. If the Subject Property, or any portion thereof, is secured, Tenant shall provide a key, security access code or similar means of accessing the Subject Property or the secured portion of the Subject Property to the Landlord for purposes of such entry.

13. SAFETY AND SECURITY

Tenant is solely responsible for the safety and security of its employees, guests and invitees while they are on the Subject Property as well as the safety and security of any merchandise, supplies, material, or other items stored on the Subject Property by Tenant. Tenant is also responsible for maintaining security of the Subject Property and all keys, door codes or other means of accessing the Subject Property.

14. WAVIER AND INDEMITY

Tenant agrees to indemnify, defend and hold harmless Landlord and its current and former officers, agents, City Council members, other elected officials, representatives, attorneys, employees and property manager from and against any and all claims, loss, actions, liability, expense, and damages of every kind and nature, including reasonable attorneys' fees arising out of injury, death or property loss or damage occurring on the Subject Property, except that nothing in this Lease Agreement requires Tenant to release, indemnify, defend or hold harmless any such party for any claims, loss, actions, liability, expense or damage caused by intentional misconduct of Landlord or its current or former officers, agents, City Council members, elected officials, representatives, attorneys, employees or property manager.

15. COMPLIANCE

Tenant shall comply with all applicable Federal, State, County and Local laws, codes, ordinances rules and regulations; as well as all conditions stated in the required Interim Use Permit (IUP) approved by the Ramsey City Council on November 26, 2013.

16. ASSIGNMENT
Tenant shall not assign or transfer any of its rights under this Lease or sublease any part of the Subject Property without first obtaining Landlord's express written permission at least ninety (90) days before the assignment or sublease.

17. SUCCESSORS
Subject to Section 16, the parties agree that the covenants, terms and conditions of this Lease Agreement shall extend, apply to and firmly bind the heirs, executors, administrators and successors of the respective parties.

18. REMEDIES CUMULATIVE
The remedies conferred in this Lease Agreement shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law or equity.

19. SEVERABILITY
In the event that any term, condition or provision of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remaining provisions of this Lease Agreement shall remain in full force and effect.

20. JOINT DRAFTING
This Lease Agreement must be construed as having been equally drafted by both parties. The parties agree that the rule of construction that ambiguities in such agreements will be construed against the drafter will have no application in any interpretation or construction of this Lease Agreement or the parties' rights and responsibilities hereunder.

21. CHOICE OF LAW AND VENUE
The parties agree that this Lease Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota. The parties further agree that any lawsuit to enforce or challenge any provision of this Lease Agreement or the application of any such provision shall be venued only in State or Federal courts having jurisdiction over Anoka County, Minnesota

22. RELATIONSHIP OF THE PARTIES
Nothing in this Lease Agreement creates the relationship of principal and agent, partnership, joint venture, or any other association between Landlord and Tenant.

23. TIME IS OF THE ESSENCE
Time is of the essence of this Lease Agreement, and of each and every covenant, term, condition, and provision of this Lease Agremenet.

24. NOTICES AND PAYMENTS
Any notice, request or payment required or permitted under this Lease Agreement shall be deemed sufficiently secured if sent by registered or certified return receipt mail to the following addresses:

LANDLORD	TENANT
City of Ramsey	M&G Trailer Sales and Service
Attention: City Administrator	Attention: Steve Jeung
7550 Sunwood Drive Northwest	7575 U.S. Highway 10
Ramsey, Minnesota 55303	Ramsey, Minnesota 55303

25. ENTIRE AGREEMENT AND MODIFICATION

This Lease Agreement constitutes the entire agreement between the Tenant and Landlord. No oral agreement related to the terms of this Lease Agreement has been entered into between the parties. Any and all prior understanding or representation of any kind preceding the date of this Lease Agreement shall not be binding upon either party. The parties may only modify the terms of this Lease Agreement in a writing signed by all parties.

BY SIGNING BELOW, The undersigned Tenant and Landlord acknowledge and agree that they have read, understand and accept the provisions of in this Lease Agreement and agree to be bound by the terms hereof.

IN WTINESS WHEREOF, the parties hereto have caused this instrument to be executed as of the 22nd day of April, 2014.

LANDLORD. City of Ramsey, Anoka County, Minnesota, a Minnesota municipal corporation.

Sarah Strommen, Mayor

Kurt Ulrich, City Administrator

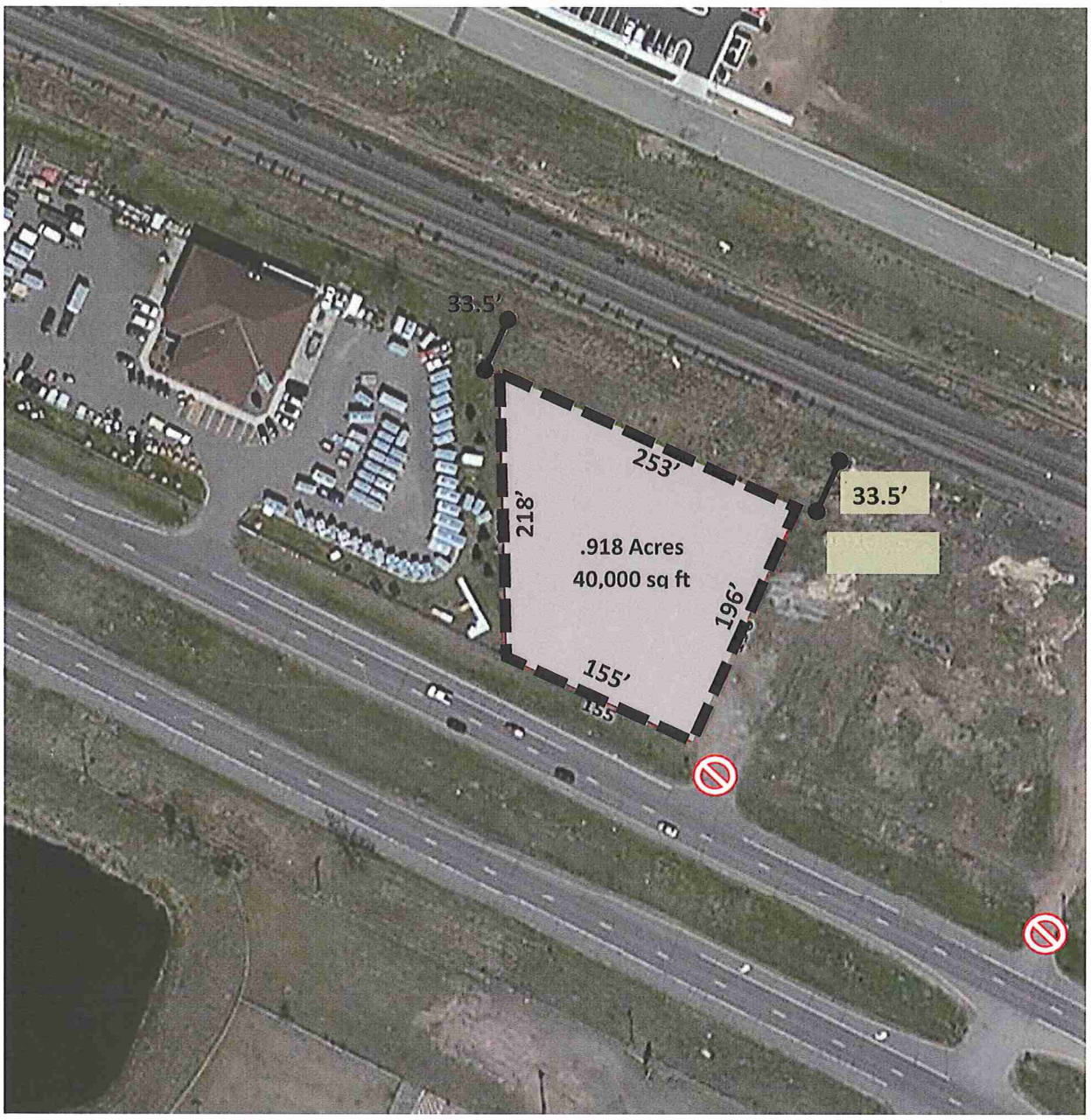
TENANT. M&G Trailer Sales and Service, a Minnesota business held by Motors 10 L.L.C.

Steve Jeung, Owner

APPENDIX A

Subject Property: 40,000 square feet, .918 acres.

No Access





6811 Hwy 10 (City owned) currently partially leased for outside storage of crates.



7157 staff has received inquiries to lease this space in the past for outside storage/display/ sales (city owend).



Currently leasing a portion of 7443 for outside sales and storage (City owned). A request is pending for the council to consider expanding said use.



Two unnamed City owned parcels just west of 7665 hwy 10 are currently being leased. Staff has received inquiries to lease 7665 in the past for outside storage/display/ sales (City owned).



Unnamed parcel just west of 7009 is City owned, staff has received inquiries to lease in the past.



Unnamed parcel and 6101 just west of 6043 are both City owned, staff has not received inquiries to lease in the recent past.

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: 08/25/2015

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #15-08-212 Approving Memorandum of Agreement for Ramsey Town Center Public Works Improvements

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #15-08-212 approving a Memorandum of Agreement between Anoka County and the City of Ramsey for Ramsey Town Center Public Works Improvements completed as part of the Riverdale Drive extension to Traprock Street, Improvement Project #12-22.

Background:

City Improvement Project #12-22 includes the extension of Riverdale Drive between Alpaca and Traprock Streets. The extension of Riverdale Drive includes concrete curb and gutter, bituminous pavement, storm sewer, bituminous pathway, and public utility improvements, which benefit adjacent undeveloped properties by providing access to streets, utilities, and pedestrian pathways. In recognition of this, a Memorandum of Understanding (MOU) was developed by and between the City of Ramsey and the two property owners of the adjacent undeveloped parcels south of the Riverdale Drive extension including Outlot A Tooth Acres, owned by PSG, LLC, and Lot 1, Block 1 The Diamonds, owned by 2-OI, LLC. The intent of the MOU, adopted by the City on May 13th, 2013, is to define tentatively agreed upon terms and conditions of the parties to allow definitive legally binding documents to be executed by the parties at a later date, and to provide for the required roadway right of way, trail, drainage and utility easements needed to extend Riverdale Drive through the privately owned parcels. A copy of the executed MOU is attached.

During the extension of Riverdale Drive, City staff coordinated construction of all items addressed within the MOU with the LLC's to ensure the terms of the MOU were being met. Included in section 6 of the MOU are conditions related to a parcel owned by Anoka County known as Outlot B Tooth Acres. Section 6.a of the MOU states "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 LLC's as they shall select (except that portion retained by the City for the Riverdale Extension)". The intent of this condition is to allow area "E" as shown in Exhibit 1 of the MOU, which is currently a regional stormwater pond, to be transferred to one of the LLC's so it can be filled in and utilized for parking/drive aisles to enhance development of the adjacent parcels, thereby benefiting the LLC's. The City will also benefit through the cross-access potential between the two parcels allowing drivers to navigate between parcels without using Riverdale Drive, thereby reducing congestion and improving safety on Riverdale Drive. This will also benefit the City by requiring the City to maintain one less regional stormwater pond in perpetuity, saving maintenance costs over time. And both the City and the County will benefit from the additional taxes that will be generated by returning this 1.5 acre parcel to the tax rolls.

Attached to this case is a Memorandum of Agreement between Anoka County and the City of Ramsey that

describes the responsibilities of each party required to convey the northerly 1.5 acres of Outlot B Tooth Acres parcel, designated as "A" in Exhibit 1 of the MOA, from Anoka County to the City of Ramsey. Such responsibilities address costs for constructing and maintaining the various storm sewer improvements to allow the property to be conveyed and filled in, as well as required easements for storm sewer pipes, ponds, and trails. The attached MOA was approved by the Anoka County Board of Commissioners during their July 16 th Board meeting by roll call vote. The City Attorney also reviewed and approved the MOA as attached.

Upon City Council approval, Anoka County will execute the MOA, after which the City and County will begin preparing the required legal documents required to convey the property by title to the City of Ramsey, and to secure the necessary trail and drainage and utility easements as outlined in the MOA. Once the City obtains title to the property, it may then be conveyed to the LLC's in support of section 6a of the MOU. City Council approval will be required for each of these items moving forward.

Notification:

No notifications are required for this case.

Observations/Alternatives:

Alternative #1 - Motion to adopt Resolution #15-08-212 approving a Memorandum of Agreement between Anoka County and the City of Ramsey for Ramsey Town Center Public Works Improvements completed as part of the Riverdale Drive extension to Traprock Street, Improvement Project #12-22.

Alternative #2 - Motion denying adoption of Resolution #15-08-212 at this time.

Funding Source:

As part of the extension of Riverdale Drive, the City of Ramsey funded the storm sewer improvements described within the MOA that will allow the 1.5 acre parcel on the north end of Outlot B Tooth Acres to be conveyed from Anoka County to the City of Ramsey. The City will be reimbursed for these costs in full by 2-OI, LLC at the time that title is conveyed for the 1.5 acre parcel from the City to 2-OI, LLC as per a separate development agreement that is being considered for approval by Council this evening.

The MOA also requires the City to cooperate with the County as related to applying for and approving the required registered land survey to convey the 1.5 acre parcel. These fees are proposed to be waived, but the City will be required to pay the recording fees which are estimated to cost less than $200.

Recommendation:

Staff recommends adopting alternative #1. This alternative supports the terms and conditions of the previously adopted MOU.

Staff does not support alternative #2. This alternative opposes the terms and conditions of the previously adopted MOU.

Action:

Motion approving or denying adoption of Resolution #15-08-212.

Attachments

Resolution 15 08 212
MOU IP1222
MOA

Form Review

Inbox	Reviewed By	Date
Joe Langel	Joe Langel	08/20/2015 12:55 PM
Kurt Ulrich	Kurt Ulrich	08/20/2015 01:52 PM

Form Started By: Bruce Westby Started On: 07/24/2015 01:06 PM

Final Approval Date: 08/20/2015

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

RESOLUTION #15-08-212

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT BETWEEN ANOKA COUNTY AND THE CITY OF RAMSEY FOR PUBLIC WORKS IMPROVEMENTS RELATED TO THE RAMSEY TOWN CENTER DEVELOPMENT

WHEREAS, the City of Ramsey and Anoka County entered into a Joint Powers Agreement dated April 12, 2005, to delineate responsibilities for construction of public works improvements related to the Ramsey Town Center Development ("JPA"); and

WHEREAS, Section 1.A of the JPA provides that the County would accommodate storm water pipe and storage ponds for the Ramsey Town Center Development ("RTC") on County Property, which is legally described as Outlot B Tooth Acres, according to the map or plat thereof on file in the office of the Anoka County Registrar of Titles, Anoka County, Minnesota ("County Property"); and

WHEREAS, Section 6.D of the JPA also provides that the City was required to construct a storm water pipe and storage pond system on the County Property with sufficient capacity to accommodate the storm water runoff from the RTC and runoff for the County roadways in and around the development area, including all roadways and ditches that now naturally drain toward the intersections of Bunker Lake Boulevard and Highway 10, inclusive of Armstrong Boulevard and Ramsey Boulevard, as said roadways were to be configured in accordance with the JPA; and

WHEREAS, the City has constructed a storm water pipe and storage pond system on the County Property of sufficient capacity to accommodate storm water runoff from the RTC and the County road system ("Storm Sewer System"); and

WHEREAS, the Storm Sewer System consists of two ponds on the County Property, the northerly pond being somewhat round in shape, and the southerly pond being long and narrow, connected together by an underground culvert; and

WHEREAS, the City is designing and constructing a frontage road along the south side of Highway 10, part of which will cross part of the County Property ("Riverdale Drive"); and

WHEREAS, construction of Riverdale Drive will require a change to the Storm Sewer System; and

WHEREAS, the City and the County are entering into this Agreement for the purpose of describing the responsibilities of each party to (i) facilitate the construction of Riverdale Drive; (ii) facilitate the construction of improvements to the Storm Sewer System, (iii) describe the exchange of property and/or property interests between the County and the City to accomplish the same; and (iv) define the responsibilities of the parties to maintain the Storm Sewer System.

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

That the Ramsey City Council hereby approves the Memorandum of Agreement between Anoka County and the City of Ramsey for Public Works Improvements related to the Ramsey Town Center Development.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of August, 2015.

_____
Mayor

ATTEST:

_____
City Clerk

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

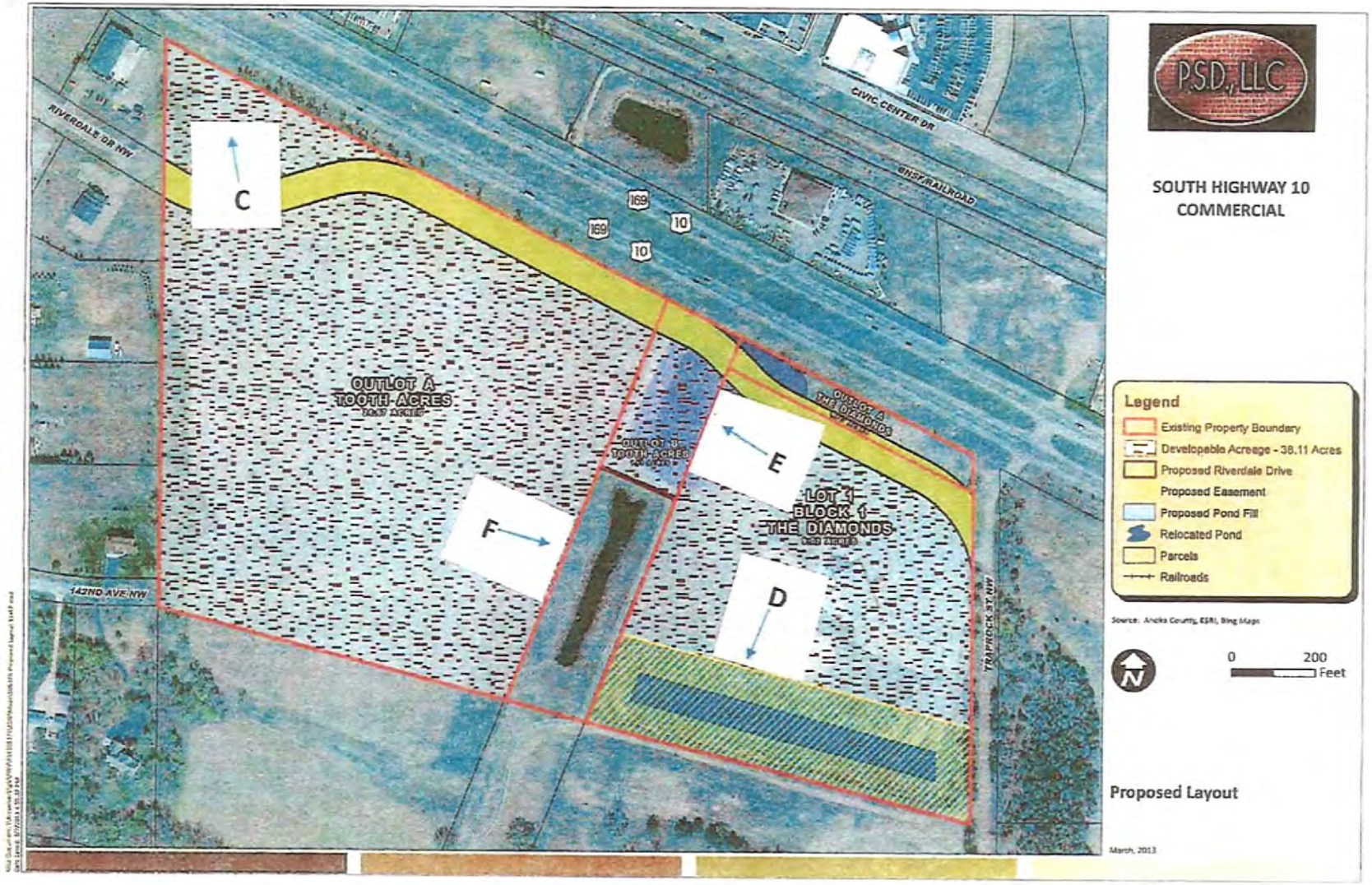

P.S.D., LLC
SOUTH HIGHWAY 10
COMMERCIAL
RIVERDALE DR NW
CIVIC CENTER DR
BNSF RAILROAD
169
10
C
OUTLOT A
TOOTH ACRES
OUTLOT B
TOOTH ACRES
OUTLOT A
THE DIAMONDS
LOT 1
BLOCK 1
THE DIAMONDS
E
F
D
142ND AVE NW
TRAPROCK ST NW
Legend
Existing Property Boundary
Developable Acreage - 38.11 Acres
Proposed Riverdale Drive
Proposed Easement
Proposed Pond Fill
Relocated Pond
Parcels
Railroads
Source: Anoka County, ESRI, Bing Maps
N
0
200
Feet
Proposed Layout
March, 2013

Exhibit 1

Exhibit 2

PUBLIC STREET, PEDESTRIAN TRAIL, DRAINAGE & UTILITY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, for valuable consideration, **2-OI, a limited liability company under the laws of the State of Minnesota, "LANDOWNER",** hereby grants, sells, and conveys to the **CITY OF RAMSEY, a Minnesota municipal corporation**, **"CITY"**, a perpetual easement for the public purposes described in paragraph 1. below, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, over, under and upon the real property, in Anoka County, Minnesota described as follows:

See attached **Exhibit A** for legal description

(the "Easement Area")

EXEMPT FROM STATE DEED TAX

1. **The Easement Purposes**. The Easement shall be used for the following public purposes:

   a. Trail Easement. The Easement Area shall be for pedestrian trail purposes to be used exclusively for outdoor recreation and commuter activities including, but not limited to, walking, jogging, skating, biking, and uses mandated by state law including, but not limited to, electric personal assistive devices. Motorized vehicles used by the City for maintenance, law enforcement or other public uses will be permitted. The trail easement shall not be used by other motorized vehicles, or by all terrain vehicles, or by snowmobiles, and the trail easement shall not be used for horseback riding. No structures, obstructions or fences shall be allowed in the trail easement area unless written approval is granted by the **CITY**.

   b. Public Street and Right-of-Way. The Easement Area shall be used for the purposes of construction, maintenance, repair and/or replacement of a public street and road right-of-way and uses incident thereto.

c. Drainage and Utility. The Easement Area shall be used for purposes of the construction, maintenance, repair and replacement of a storm water drainage system and sanitary sewer and municipal water system and such other public utilities as deemed necessary by the City, and uses incident thereto.

2. Hazardous Substances.

The **CITY** shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to the Easement Area or adjacent property prior to the date hereof.

3. Liability and Indemnification.

The City hereby agrees to indemnify and save the **LANDOWNER** harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorneys' fees, incurred in connection with or arising out of the use of the Easement Area by the City, its contractors and agents or the general public for the purposes granted herein, excluding, however, from such indemnity and loss resulting from acts of **LANDOWNER**.

4. No Waiver of Governmental Immunity.

Nothing contained herein shall be deemed a waiver by the **CITY** of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by **LANDOWNER**, its successors or assigns, shall be subject to any governmental immunity defenses of the **CITY** and the maximum liability limits provided in Minnesota Statute Chapter 466.

5. Disposal of Excavated Material.

The right is hereby granted to the **CITY** to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the **CITY** may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement Area.

6. Granting Clause.

LANDOWNER covenants that it is the owner of the Easement area and has the right, title, and capacity to grant the Easement for the purposes described herein.

IN WITNESS WHEREOF, the **LANDOWNER** has caused this Easement agreement to be executed on the 14th day of May, 2014.

2-OI, LLC

By: Pamela L Deal

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on the 14th day of May, 2014, by Randall S. Deal, the Chief Manager for 2-OI,LLC a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

Valeria J. Kruger
Notary Public

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Valeria J. Kruger
Notary Public
Minnesota
My Commission Expires January 31, 2017

THIS INSTRUMENT WAS DRAFTED BY:

RANDALL, GOODRICH & HAAG P.L.C.
2140 Fourth Avenue North
Anoka, Minnesota 55303
Telephone: (763) 421-5424

EXHIBIT A

A perpetual easement for public right-of-way, trail and drainage & utility over, under and across that part of LOT 1, BLOCK 1, THE DIAMONDS, Anoka County, Minnesota according to the recorded plat thereof, described as follows:

Beginning at the northwest corner of said LOT 1, BLOCK 1; thence on an assumed bearing South 21 degrees 57minutes 04 seconds West along the west line of said LOT 1, BLOCK 1 a distance of 26.14; thence South 46 degrees 04 minutes 01 seconds East a distance of 59.72 feet; thence southeast a distance of 104.37 feet along a tangential curve concave to the northeast having a radius of 340.00 feet and a central angle 17 degrees 35 minutes 16 seconds; thence South 63 degrees 39 minutes 17 seconds East a distance of 372.01 feet; thence southerly a distance of 255.12 feet to the east line of said LOT 1, BLOCK 1 along a tangential curve to the southwest having a radius of 260.00 feet and a central angle of 56 degrees 13 minutes 10 seconds; thence North 00 degrees 00 minutes 55 seconds East along the east line of said LOT 1, BLOCK 1 a distance of 195.46 to the northeast corner of said LOT 1, BLOCK 1; thence North 63 degrees 38 minutes 56 seconds West a distance of 662.99 to the point of beginning.

Exhibit 3

PUBLIC STREET, PEDESTRIAN TRAIL, DRAINAGE & UTILITY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, for valuable consideration, **PSG, LLC, a State of Minnesota limited liability company, "LANDOWNER",** hereby grants, sells, and conveys to the **CITY OF RAMSEY, a Minnesota municipal corporation, "CITY"**, a perpetual easement for the public purposes described in paragraph 1. below, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, over, under and upon the real property, in Anoka County, Minnesota described as follows:

See attached **Exhibit A** for legal description

(the "Easement Area")

EXEMPT FROM STATE DEED TAX

7. **The Easement Purposes.** The Easement shall be used for the following public purposes:

   a. Trail Easement. The Easement Area shall be for pedestrian trail purposes to be used exclusively for outdoor recreation and commuter activities including, but not limited to, walking, jogging, skating, biking, and uses mandated by state law including, but not limited to, electric personal assistive devices. Motorized vehicles used by the City for maintenance, law enforcement or other public uses will be permitted. The trail easement shall not be used by other motorized vehicles, or by all terrain vehicles, or by snowmobiles, and the trail easement shall not be used for horseback riding. No structures, obstructions or fences shall be allowed in the trail easement area unless written approval is granted by the **CITY**.

   b. Public Street and Right-of-Way. The Easement Area shall be used for the purposes of construction, maintenance, repair and/or replacement of a public street and road right-of-way and uses incident thereto.

c. Drainage and Utility. The Easement Area shall be used for purposes of the construction, maintenance, repair and replacement of a storm water drainage system and sanitary sewer and municipal water system and such other public utilities as deemed necessary by the City, and uses incident thereto.

8. Hazardous Substances.

The **CITY** shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to the Easement Area or adjacent property prior to the date hereof.

9. Liability and Indemnification.

The City hereby agrees to indemnify and save the **LANDOWNER** harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorneys' fees, incurred in connection with or arising out of the use of the Easement Area by the City, its contractors and agents or the general public for the purposes granted herein, excluding, however, from such indemnity and loss resulting from acts of **LANDOWNER**.

10. No Waiver of Governmental Immunity.

Nothing contained herein shall be deemed a waiver by the **CITY** of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by **LANDOWNER**, its successors or assigns, shall be subject to any governmental immunity defenses of the **CITY** and the maximum liability limits provided in Minnesota Statute Chapter 466.

11. Disposal of Excavated Material.

The right is hereby granted to the **CITY** to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the **CITY** may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement Area.

12. Granting Clause.

LANDOWNER covenants that it is the owner of the Easement Area and has the right, title, and capacity to grant the Easement for the purposes described herein.

IN WITNESS WHEREOF, the **LANDOWNER** has caused this Easement agreement to be executed on the 14th day of MAY, 2014.

PSG, LLC

By: _____

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on the 14th day of MAY, 2014, by PAMELA S DEAL, the Chief Manager of PSG, LLC, a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

Valeria J Kruger
Notary Public

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Valeria J. Kruger
Notary Public
Minnesota
My Commission Expires January 31, 2017

THIS INSTRUMENT WAS DRAFTED BY:

RANDALL, GOODRICH & HAAG P.L.C.
2140 Fourth Avenue North
Anoka, Minnesota 55303
Telephone: (763) 421-5424

EXHIBIT A

An 80 foot perpetual easement for public right-of-way, trail, drainage & utility over, under and across that part of OUTLOT A, TOOTH ACRES, Anoka County, Minnesota according to the recorded plat thereof, the centerline described as follows:

Commencing at the Northwest corner of said OUTLOT A; thence on an assumed bearing of South 00 degrees 09 minutes 27 seconds West along the west line of said OUTLOT A a distance of 330.02 feet to the point of beginning of said centerline; thence South 59 degrees 29 minutes 12 seconds East a distance of 27.45 feet; thence southeasterly a distance of 244.95 feet along a tangential curve concave to the north having a radius of 300.00 feet, and a central angle of 46 degrees 46 minutes 55 seconds; thence North 73 degrees 43 seconds 53 minutes East a distance of 143.41 feet; thence northeasterly a distance of 223.16 feet along a tangential curve concave to the south having a radius of 300.00 feet, and a central angle of 42 degrees 37 minutes 11 seconds; thence South 63 degrees 38 minutes 56 seconds East a distance of 644.74 feet to the east line of said OUTLOT A and there terminating, the side lines are lengthened and shortened to terminate on the west and east line of said OUTLOT A.

MEMORANDUM OF AGREEMENT

BETWEEN ANOKA COUNTY AND THE CITY OF RAMSEY

FOR PUBLIC WORK IMPROVEMENTS

RELATED TO THE RAMSEY TOWN CENTER DEVELOPMENT

This Agreement is made and entered into this _____ day of _____, 2015, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 3rd Avenue North, Anoka, Minnesota 55303, hereinafter referred to as the "County" and the City of Ramsey, a Minnesota municipal corporation, 7550 Sunwood Drive Northwest, Ramsey, Minnesota 55303, hereinafter referred to as the "City."

WHEREAS, the City and the County entered into a Joint Powers Agreement dated April 12, 2005, to delineate responsibilities for construction of public works improvements related to the Ramsey Town Center Development ("JPA"); and

WHEREAS, Section 1. A. of the JPA provides that the County would accommodate storm water pipe and storage ponds for the Ramsey Town Center Development ("RTC") on County Property, which is legally described as Outlot B Tooth Acres, according to the map or plat thereof on file in the office of the Anoka County Registrar of Titles, Anoka County, Minnesota ("County Property"); and

WHEREAS, Section 6.D of the JPA also provides that the City was required to construct a storm water pipe and storage pond system on the County Property with sufficient capacity to accommodate the storm water runoff from the RTC and runoff for the County roadways in and around the development area, including all roadways and ditches that now naturally drain toward the intersections of Bunker Lake Boulevard and Highway 10, inclusive of Armstrong Boulevard and Ramsey Boulevard, as said roadways were to be configured in accordance with the JPA; and

WHEREAS, the City has constructed a storm water pipe and storage ponds on the County Property of sufficient capacity to accommodate storm water runoff from the RTC and the County road system ("Storm Sewer System"); and

WHEREAS, the Storm Sewer System consists of two ponds on the County Property, the northerly pond being somewhat round in shape, and the southerly pond being long and narrow, connected together by an underground culvert, as depicted in the attached Exhibit 1; and

WHEREAS, the City is currently in the process of designing and constructing a frontage road along the south side of Highway 10, part of which

will cross part of the County Property as depicted in Exhibit 1 (“Riverdale Drive”); and

WHEREAS, construction of Riverdale Drive will require a change to the Storm Sewer System; and

WHEREAS, the City and the County are entering into this Agreement for the purpose of describing the responsibilities of each party to (i) facilitate the construction of Riverdale Drive; (ii) facilitate the construction of improvements to the Storm Sewer System, (iii) describe the exchange of property and/or property interests between the County and the City to accomplish the same; and (iv) define the responsibilities of the parties to maintain the Storm Sewer System.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein, the parties do hereby agree as follows:

1. Riverdale Drive.

To facilitate the construction of Riverdale Drive the County shall convey to the City that part of the County Property depicted in the attached Exhibit 1 as parcel A, (“Riverdale Road Property”). The County currently has a trail over the Riverdale Road Property. The County’s conveyance shall specifically reserve an easement for trail purposes over that portion of the Riverdale Road Property overlying the storm sewer pipe. Conveyance of the Riverdale Road Property will require the preparation of a registered land survey. The County shall prepare the registered land survey, which pursuant to statute will have to be approved by the City. The City shall cooperate with the County in the approval of the registered land survey, including waiving and or paying any fees required by the City in the application and/or approval process.

The City shall, at its own expense, construct Riverdale Drive over the Riverdale Drive Property. As part of the construction of Riverdale Drive the City shall replace and/or repair any damage to the trail. Upon prior written permission of the County, the City may relocate the trail to a new location on the Riverdale Property.

2. Reconfiguration of the Storm Sewer System.

A. To construct Riverdale Drive the City will need to eliminate all or part of the northerly storm water pond. Additional capacity will be needed to handle the storm water runoff. The City shall obtain the necessary property rights to construct and maintain a storm water runoff pond on property adjacent to the County Property, which property is legally described as Lot 1, Block 1, THE DIAMONDS, according to the map or plat thereof on file in the office of the Anoka County Registrar of Titles, Anoka County, Minnesota ("Additional Ponding Area”). The Additional Ponding Area location is depicted in Exhibit 1 as parcel B. The property rights acquired by the City for the Additional Ponding Area shall

recognize the right of the County to drain and store the storm water runoff described in Section 6.D of the JPA. The City shall construct the storm water pond on the Additional Ponding Area at its sole cost and expense, including construction of the necessary improvements to connect it to the existing southerly pond.

B. The County shall grant to the City an easement over that part of the County Property located south of the Riverdale Drive Property to construct, maintain and repair a storm sewer system including an easement for ponding purposes as depicted in Exhibit 1. As depicted in Exhibit 1 there is a County trail running from the north to the south on the County Property. The City may relocate the trail as part of construction of the Storm Sewer System, provided that any change in location shall first be approved by the County in writing.

3. Construction/Costs.

The City shall construct, at its sole cost and expense, the Riverdale Drive and the Storm Sewer System as described herein. The City's access to the County Property shall be governed by the provisions of the Right of Entry agreement between the parties hereto dated September 9, 2014.

4. Maintenance of the Storm Sewer System.

In accordance with Section 17 of the JPA the City shall maintain the Storm Sewer System, and any changes thereto at its sole cost and expense.

5. Exchange of Property Interests.

After completion of all the work contemplated by this agreement, the County shall convey the Riverdale Drive Property to the City. The County and the City shall also enter into an easement agreement to memorialize each party's rights and responsibilities with regards to the necessary easements on each party's property.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Dated: _____

By: _____
Jerry Soma
County Administrator

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: _____

CITY OF RAMSEY

By: _____
Sarah Strommen
Mayor

Dated: _____

By: _____
Kurt Ulrich
City Administrator

Dated: _____

APPROVED AS TO FORM

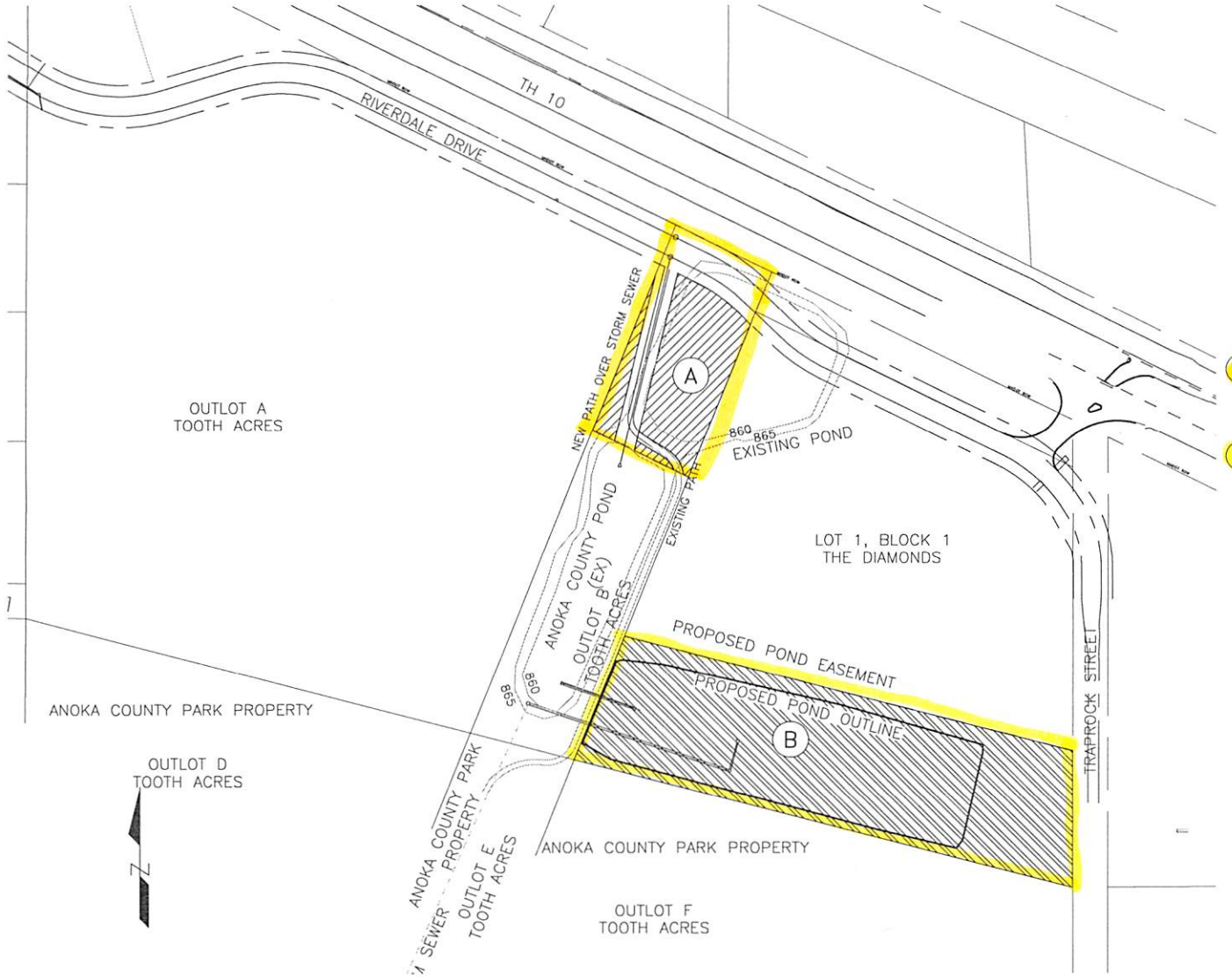
By: _____
Joseph Langel
City Attorney

Dated: _____

EXHIBIT

tabbies

1



A ANOKA COUNTY PROPERTY TO BE TRANSFERRED TO CITY RESERVING PIPELINE AND TRAIL EASEMENT TO ANOKA COUNTY

B 2-OI, LLC. PROPERTY TO BE USED FOR REGIONAL PONDING WITH DRAINAGE AND UTILITY EASEMENT PROVIDED TO CITY AND COUNTY (CITY TO MAINTAIN POND)

City of RAMSEY

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. 5.**

Meeting Date: 08/25/2015

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #15-08-213 Approving Development Agreement for Riverdale Drive Extension Project.

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #15-08-213 approving Development Agreement between PSG, LLC; 2-OI, LLC; and the City of Ramsey for the Riverdale Drive extension project, Improvement Project #12-22.

Background:

City Improvement Project #12-22 includes the extension of Riverdale Drive between Alpaca and Traprock Streets. The extension of Riverdale Drive includes concrete curb and gutter, bituminous pavement, storm sewer, bituminous pathway, and public utility improvements, which all benefit adjacent undeveloped properties by providing access to streets, utilities, and pedestrian pathways. In recognition of this, a Memorandum of Understanding (MOU) was developed by and between the City of Ramsey and the two property owners of the adjacent undeveloped parcels along the Riverdale Drive extension including Outlot A Tooth Acres, owned by PSG, LLC, and Lot 1, Block 1 The Diamonds, owned by 2-OI, LLC. The intent of the MOU, adopted by the City on May 15th, 2013, and executed in 2014, is to define tentatively agreed upon terms and conditions of the parties to allow definitive legally binding documents to be executed by the parties at a later date, and to provide for the required roadway right of way, trail, drainage and utility easements needed to extend Riverdale Drive through the privately owned parcels. A copy of the executed MOU is attached.

During construction of the Riverdale Drive extension, City staff coordinated applicable improvements with the LLC's to ensure all terms and conditions of the MOU were properly addressed. Now that the project is substantially complete, the terms and conditions addressed within the MOU must be formalized in definitive legally binding documents. Attached is the legally binding document, a Development Agreement (DA) between PSG LLC, 2-OI LLC, and the City of Ramsey. The DA formalizes and updates the terms and conditions set forth by the parties in the executed MOU. The City Attorney has reviewed and approved the attached DA, as have the LLC's as witnessed by their signatures on the attached DA.

Earlier, Council was asked to consider approval of a Memorandum of Agreement (MOA) between Anoka County and the City of Ramsey describing the responsibilities of each party required to convey the northerly 1.5 acres of Outlot B Tooth Acres parcel from Anoka County to the City of Ramsey. Per Section 6 of the attached DA, 2-OI, LLC agrees to reimburse the City for the entire cost of the storm sewer improvements completed with the project to allow the stormwater pond on the 1.5 acre parcel to be filled in upon transfer of ownership to 2-OI, LLC. Exhibit 4 of the DA includes the costs to be shared between the City of Ramsey and the two LLC's in relation to Change Order #2 as approved by Council on March 24th. All cost sharing related to the terms and conditions of the MOU, and hence the DA, are included in Exhibit 4. As shown, the LLC's are responsible for $166,422.70 of the total cost of the items included in Change Order #2.

Notification:

No notifications are required for this case.

Observations/Alternatives:

Alternative #1 - Motion to adopt Resolution #15-08-213 approving Development Agreement between PSG LLC, 2-OI LLC, and the City of Ramsey for the Riverdale Drive extension project, Improvement Project #12-22.

Alternative #2 - Motion denying adoption of Resolution #15-08-213 at this time.

Funding Source:

Approving the Development Agreement will allow the City to recover $166,422.70 from the LLC's for costs associated with previously approved Change Order #2. The Development Agreement does not provide for the collection of special assessments from the LLC's for any of the improvements.

Recommendation:

Staff recommends adopting alternative #1. This alternative supports the terms and conditions of the previously adopted MOU and will allow the City to recover $166,422.70 of funds expended to extend Riverdale Drive to Traprock Street.

Staff does not support alternative #2. This alternative opposes the terms and conditions of the previously adopted MOU and could result in the City not recovering $166,422.70 in funds expended to extend Riverdale Drive to Traprock Street.

Action:

Motion approving or denying adoption of Resolution #15-08-213.

Attachments

Resolution 15 08 213

MOU IP1222

DA IP1222

Form Review

Inbox	Reviewed By	Date
Joe Langel	Joe Langel	08/20/2015 03:35 PM
Kurt Ulrich	Kurt Ulrich	08/20/2015 03:48 PM
Form Started By: Bruce Westby		Started On: 10/06/2014 09:10 AM
Final Approval Date: 08/20/2015		

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

RESOLUTION #15-08-213

RESOLUTION APPROVING DEVELOPMENT AGREEMENT BETWEEN PSG, LLC, 2-OI, LLC, AND THE CITY OF RAMSEY FOR RIVERDALE DRIVE EXTENSION TO TRAPROCK STREET

WHEREAS, the City of Ramsey is extending Riverdale Drive to Traprock Street as part of City Improvement project #12-22; and

WHEREAS, the extension of Riverdale Drive includes improvements benefiting the properties known as Outlot A Tooth Acres, currently owned by PSG, LLC, and Lot 1, Block 1 The Diamonds, currently owned by 2-OI, LLC; and

WHEREAS, PSG, LLC; 2-OI, LLC; and the City of Ramsey are parties to a Memorandum of Understanding executed in 2014 that provides for the required roadway right of way, trail, drainage and utility easements needed to extend Riverdale Drive across the privately owned properties, and which defines tentatively agreed upon terms and conditions to allow definitive legally binding documents to be executed by the parties at a later date; and

WHEREAS, PSG, LLC; 2-OI, LLC; and the City of Ramsey are entering into this Development Agreement for the purpose of formalizing and updating the terms and conditions set forth by the parties in the Memorandum of Understanding executed in 2014.

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

That the Ramsey City Council hereby approves the Development Agreement between PSG, LLC; 2-OI, LLC; and the City of Ramsey for the Riverdale Drive extension to Traprock Street.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of August, 2015.

Mayor

ATTEST:

City Clerk

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

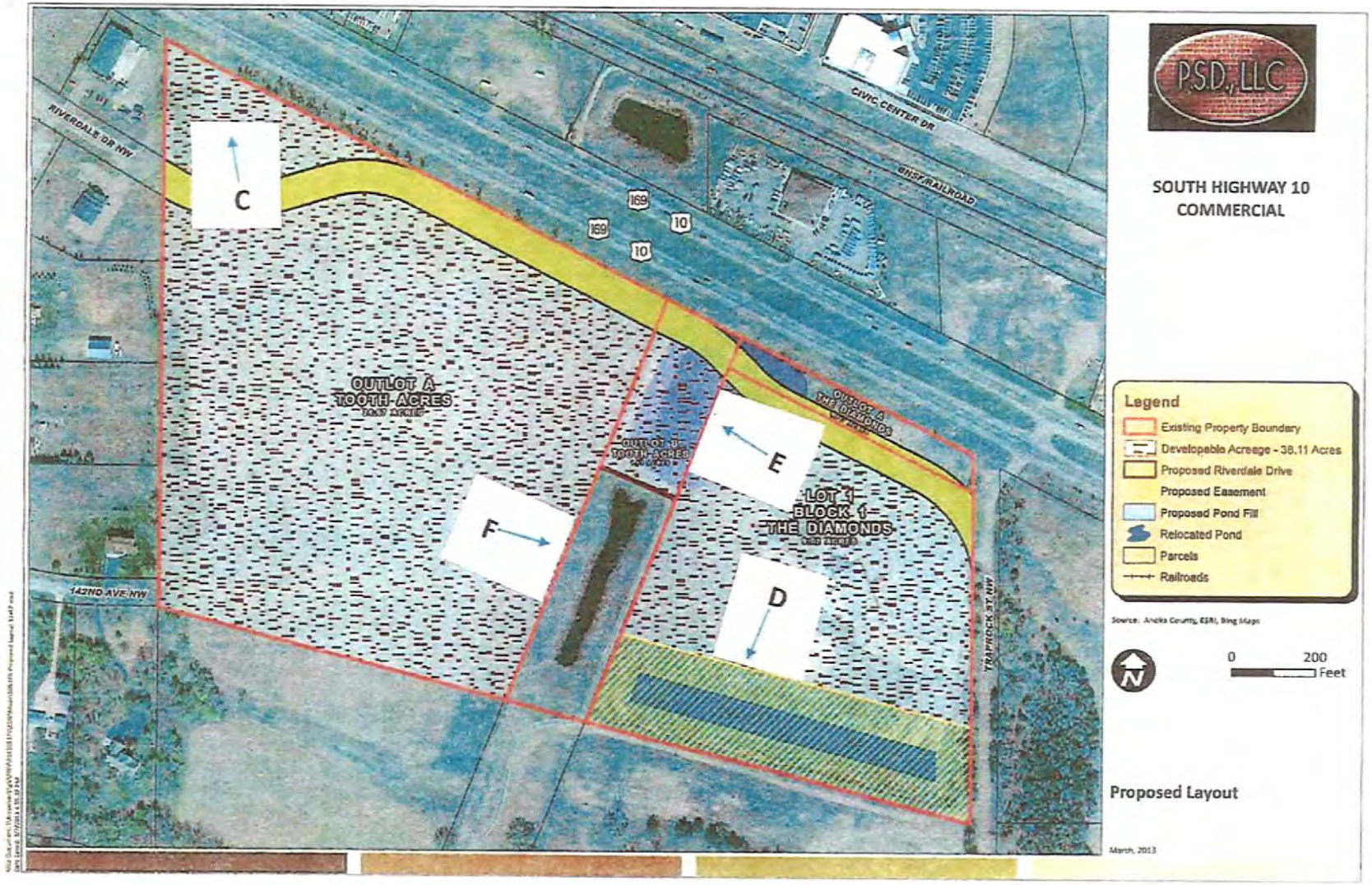

P.S.D., LLC
SOUTH HIGHWAY 10
COMMERCIAL
RIVERDALE DR NW
CIVIC CENTER DR
BNSF RAILROAD
169
10
C
OUTLOT A
TOOTH ACRES
OUTLOT B
TOOTH ACRES
OUTLOT A
THE DIAMONDS
LOT 1
BLOCK 1
THE DIAMONDS
E
F
D
142ND AVE NW
TRAPROCK ST NW
Legend
Existing Property Boundary
Developable Acreage - 38.11 Acres
Proposed Riverdale Drive
Proposed Easement
Proposed Pond Fill
Relocated Pond
Parcels
Railroads
Source: Anoka County, ESRI, Bing Maps
N
0
200
Feet
Proposed Layout
March, 2013

Exhibit 1

Exhibit 2

PUBLIC STREET, PEDESTRIAN TRAIL, DRAINAGE & UTILITY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, for valuable consideration, **2-OI, a limited liability company under the laws of the State of Minnesota, "LANDOWNER",** hereby grants, sells, and conveys to the **CITY OF RAMSEY, a Minnesota municipal corporation**, **"CITY"**, a perpetual easement for the public purposes described in paragraph 1. below, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, over, under and upon the real property, in Anoka County, Minnesota described as follows:

See attached **Exhibit A** for legal description

(the "Easement Area")

EXEMPT FROM STATE DEED TAX

1. **The Easement Purposes**. The Easement shall be used for the following public purposes:

   a. Trail Easement. The Easement Area shall be for pedestrian trail purposes to be used exclusively for outdoor recreation and commuter activities including, but not limited to, walking, jogging, skating, biking, and uses mandated by state law including, but not limited to, electric personal assistive devices. Motorized vehicles used by the City for maintenance, law enforcement or other public uses will be permitted. The trail easement shall not be used by other motorized vehicles, or by all terrain vehicles, or by snowmobiles, and the trail easement shall not be used for horseback riding. No structures, obstructions or fences shall be allowed in the trail easement area unless written approval is granted by the **CITY**.

   b. Public Street and Right-of-Way. The Easement Area shall be used for the purposes of construction, maintenance, repair and/or replacement of a public street and road right-of-way and uses incident thereto.

c. Drainage and Utility. The Easement Area shall be used for purposes of the construction, maintenance, repair and replacement of a storm water drainage system and sanitary sewer and municipal water system and such other public utilities as deemed necessary by the City, and uses incident thereto.

2. Hazardous Substances.

The **CITY** shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to the Easement Area or adjacent property prior to the date hereof.

3. Liability and Indemnification.

The City hereby agrees to indemnify and save the **LANDOWNER** harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorneys' fees, incurred in connection with or arising out of the use of the Easement Area by the City, its contractors and agents or the general public for the purposes granted herein, excluding, however, from such indemnity and loss resulting from acts of **LANDOWNER**.

4. No Waiver of Governmental Immunity.

Nothing contained herein shall be deemed a waiver by the **CITY** of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by **LANDOWNER**, its successors or assigns, shall be subject to any governmental immunity defenses of the **CITY** and the maximum liability limits provided in Minnesota Statute Chapter 466.

5. Disposal of Excavated Material.

The right is hereby granted to the **CITY** to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the **CITY** may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement Area.

6. Granting Clause.

LANDOWNER covenants that it is the owner of the Easement area and has the right, title, and capacity to grant the Easement for the purposes described herein.

IN WITNESS WHEREOF, the **LANDOWNER** has caused this Easement agreement to be executed on the 14th day of May, 2014.

2-OI, LLC

By: Pamela L Deal

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on the 14th day of May, 2014, by Randall S. Deal, the Chief Manager for 2-OI,LLC a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

Valeria J. Kruger
Notary Public

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Valeria J. Kruger
Notary Public
Minnesota
My Commission Expires January 31, 2017

THIS INSTRUMENT WAS DRAFTED BY:

RANDALL, GOODRICH & HAAG P.L.C.
2140 Fourth Avenue North
Anoka, Minnesota 55303
Telephone: (763) 421-5424

EXHIBIT A

A perpetual easement for public right-of-way, trail and drainage & utility over, under and across that part of LOT 1, BLOCK 1, THE DIAMONDS, Anoka County, Minnesota according to the recorded plat thereof, described as follows:

Beginning at the northwest corner of said LOT 1, BLOCK 1; thence on an assumed bearing South 21 degrees 57minutes 04 seconds West along the west line of said LOT 1, BLOCK 1 a distance of 26.14; thence South 46 degrees 04 minutes 01 seconds East a distance of 59.72 feet; thence southeast a distance of 104.37 feet along a tangential curve concave to the northeast having a radius of 340.00 feet and a central angle 17 degrees 35 minutes 16 seconds; thence South 63 degrees 39 minutes 17 seconds East a distance of 372.01 feet; thence southerly a distance of 255.12 feet to the east line of said LOT 1, BLOCK 1 along a tangential curve to the southwest having a radius of 260.00 feet and a central angle of 56 degrees 13 minutes 10 seconds; thence North 00 degrees 00 minutes 55 seconds East along the east line of said LOT 1, BLOCK 1 a distance of 195.46 to the northeast corner of said LOT 1, BLOCK 1; thence North 63 degrees 38 minutes 56 seconds West a distance of 662.99 to the point of beginning.

Exhibit 3

PUBLIC STREET, PEDESTRIAN TRAIL, DRAINAGE & UTILITY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, for valuable consideration, **PSG, LLC, a State of Minnesota limited liability company, "LANDOWNER",** hereby grants, sells, and conveys to the **CITY OF RAMSEY, a Minnesota municipal corporation, "CITY"**, a perpetual easement for the public purposes described in paragraph 1. below, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, over, under and upon the real property, in Anoka County, Minnesota described as follows:

See attached **Exhibit A** for legal description

(the "Easement Area")

EXEMPT FROM STATE DEED TAX

7. **The Easement Purposes.** The Easement shall be used for the following public purposes:

   a. Trail Easement. The Easement Area shall be for pedestrian trail purposes to be used exclusively for outdoor recreation and commuter activities including, but not limited to, walking, jogging, skating, biking, and uses mandated by state law including, but not limited to, electric personal assistive devices. Motorized vehicles used by the City for maintenance, law enforcement or other public uses will be permitted. The trail easement shall not be used by other motorized vehicles, or by all terrain vehicles, or by snowmobiles, and the trail easement shall not be used for horseback riding. No structures, obstructions or fences shall be allowed in the trail easement area unless written approval is granted by the **CITY**.

   b. Public Street and Right-of-Way. The Easement Area shall be used for the purposes of construction, maintenance, repair and/or replacement of a public street and road right-of-way and uses incident thereto.

c. Drainage and Utility. The Easement Area shall be used for purposes of the construction, maintenance, repair and replacement of a storm water drainage system and sanitary sewer and municipal water system and such other public utilities as deemed necessary by the City, and uses incident thereto.

8. Hazardous Substances.

The **CITY** shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to the Easement Area or adjacent property prior to the date hereof.

9. Liability and Indemnification.

The City hereby agrees to indemnify and save the **LANDOWNER** harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorneys' fees, incurred in connection with or arising out of the use of the Easement Area by the City, its contractors and agents or the general public for the purposes granted herein, excluding, however, from such indemnity and loss resulting from acts of **LANDOWNER**.

10. No Waiver of Governmental Immunity.

Nothing contained herein shall be deemed a waiver by the **CITY** of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by **LANDOWNER**, its successors or assigns, shall be subject to any governmental immunity defenses of the **CITY** and the maximum liability limits provided in Minnesota Statute Chapter 466.

11. Disposal of Excavated Material.

The right is hereby granted to the **CITY** to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the **CITY** may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement Area.

12. Granting Clause.

LANDOWNER covenants that it is the owner of the Easement Area and has the right, title, and capacity to grant the Easement for the purposes described herein.

IN WITNESS WHEREOF, the **LANDOWNER** has caused this Easement agreement to be executed on the 14th day of MAY, 2014.

PSG, LLC

By: _____

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on the 14th day of MAY, 2014, by PAMELA S DEAL, the Chief Manager of PSG, LLC, a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

Valeria J Kruger
Notary Public

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Valeria J. Kruger
Notary Public
Minnesota
My Commission Expires January 31, 2017

THIS INSTRUMENT WAS DRAFTED BY:

RANDALL, GOODRICH & HAAG P.L.C.
2140 Fourth Avenue North
Anoka, Minnesota 55303
Telephone: (763) 421-5424

EXHIBIT A

An 80 foot perpetual easement for public right-of-way, trail, drainage & utility over, under and across that part of OUTLOT A, TOOTH ACRES, Anoka County, Minnesota according to the recorded plat thereof, the centerline described as follows:

Commencing at the Northwest corner of said OUTLOT A; thence on an assumed bearing of South 00 degrees 09 minutes 27 seconds West along the west line of said OUTLOT A a distance of 330.02 feet to the point of beginning of said centerline; thence South 59 degrees 29 minutes 12 seconds East a distance of 27.45 feet; thence southeasterly a distance of 244.95 feet along a tangential curve concave to the north having a radius of 300.00 feet, and a central angle of 46 degrees 46 minutes 55 seconds; thence North 73 degrees 43 seconds 53 minutes East a distance of 143.41 feet; thence northeasterly a distance of 223.16 feet along a tangential curve concave to the south having a radius of 300.00 feet, and a central angle of 42 degrees 37 minutes 11 seconds; thence South 63 degrees 38 minutes 56 seconds East a distance of 644.74 feet to the east line of said OUTLOT A and there terminating, the side lines are lengthened and shortened to terminate on the west and east line of said OUTLOT A.

DEVELOPMENT AGREEMENT

RIVERDALE DRIVE EXTENSION PROJECT

This Agreement is entered into by and between **2-OI, LLC**, a Minnesota limited liability company, **PSG, LLC**, a Minnesota limited liability company, and the **City of Ramsey**, a Minnesota municipal corporation.

Recitals

1. The City is undertaking a road improvement project whereby Riverdale Drive N.W. is being extended eastward to Traprock Street N.W. The project impacts the following Torrens properties:

Property	Owner
Outlot A Tooth Acres	PSG, LLC
Outlot A The Diamonds	City of Ramsey
Outlot B Tooth Acres	County of Anoka
Lot 1 Block 1 The Diamonds	2-OI, LLC

   The properties are shown on Exhibit 1.

2. The project includes the partial filling of an existing storm water pond marked as "E" on Exhibit 1, construction of a new storm water pond marked as "D" on Exhibit 1, and associated storm water piping.

3. This Agreement formalizes and updates the terms and conditions set forth by the parties in the Memorandum of Understanding executed in 2014.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing, the mutual promises and covenants contained in this Agreement, including the relinquishment of certain legal rights, and other good and valuable consideration, the sufficiency and receipt are hereby acknowledged, the Parties agree as follows:

Agreement

1. **Recitals.** The above recitals are incorporated within this Agreement.

2. **Effective Date.** The Effective Date of this Agreement is _____, 2015.

3. **Grant of Easements.** In anticipation of, and in consideration for, this Agreement, PSG, LLC and 2-OI, LLC ("the LLCs") granted Public Street, Pedestrian Trail, Drainage and Utility Easements to the City, as outlined in the Construction Plan for the Riverdale Drive Extension dated June 19, 2014 ("Riverdale Extension Plan"). The Easements are generally portrayed as yellow highlighted areas on Exhibit 1. The executed Easements are attached as Exhibits 2 and 3.

4. **Consideration.** In consideration for the LLCs granting the Easements described in Paragraph 3, and for performing their other obligations as set forth in this Agreement, the City agrees to the following:

    a. The Riverdale Extension will be aligned so as to allow sufficient land (a minimum of 43,560 square feet) on that area of Outlot A Tooth Acres (marked as "C" on Exhibit 1) to provide one commercial, buildable lot. The remaining portion of "C" will be utilized for pedestrian trail facility and storm water purposes and PSG, LLC agrees to dedicate permanent trail and drainage and utility easements to the City consistent with those purposes.

    b. The City will construct the Riverdale Extension consistent with the engineering specifications referred to in the Riverdale Extension Plan. The City warrants that the Riverdale Extension will provide access to Outlot A Tooth Acres, Lot 1 Block 1 The Diamonds, and Outlot B Tooth Acres. All engineering and other ancillary costs associated with construction of the Riverdale Extension shall be at the City's expense.

    c. The City is responsible for any grading required for the construction of the Riverdale Extension. In order to facilitate the grading, the LLCs hereby grant to the City a temporary access easement over Lot 1 Block 1 The Diamonds, and Outlot A Tooth Acres, for the purposes of transporting fill. In addition, the LLCs agree that the City may obtain fill from the area designated as "D" on Exhibit 1.

    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 Block 1 The 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 4(c) above. The LLCs shall obtain all necessary City permits and approvals for the excavation and improvements for which they are responsible pursuant to this Paragraph.

e. The City will provide up to six water service stubs 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".

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. The LLCs agree to pay for two additional concrete aprons constructed per the LLCs request as included under items 2531.507 in Exhibit 4.

5. **Outlot B Tooth Acres.**

a. As additional consideration for obtaining the Easements described herein, the City will work with Anoka County to obtain title to Outlot B Tooth Acres, and upon receiving title agrees to convey that portion of Outlot B Tooth Acres designated as "E" in Exhibit 1 to 2-OI LLC, except for that portion of Outlot B Tooth Acres retained by the City as part of the Riverdale Extension.

b. The City will allow drainage into the storm water pond located on the property described as "F" in Exhibit 1 for any improvements or developments on Outlot A Tooth Acres, Lot 1 Block 1 The Diamonds, or the property designated as "E," subject to the City acquiring ownership of the portion of Outlot B Tooth Acres identified in paragraph 5(a) above.

6. **Storm Sewer Pipe Cost Sharing.**

a. 2-OI, LLC agrees to fund the entire cost of installing all 72-inch storm water pipe in excess of the 77 linear feet of pipe called for in the Riverdale Extension Plans. The purpose of the additional pipe is to route storm water to pond "F," as labeled on Exhibit 1. For purposes of this Paragraph, the "entire cost" is all costs over and above the City's cost of installing the first 77 linear feet of storm water pipe for the Riverdale Extension Project. The exact location of the storm water pipe may not be as shown on Exhibit 2 due to the re-routing to pond "F," as labeled on Exhibit 1. 2-OI, LLC shall pay for the actual pipe length and all related costs as shown in Exhibit 4.

b. All storm water improvements shall be installed by the City's contractor and approved by Anoka County and any other regulatory authorities with jurisdiction.

c. 2-OI, LLC shall submit payment for its share of the storm water improvements as described in Paragraph 6(a) above upon obtaining title to Outlot B Tooth Acres.

7. **Storm Water Pond Grading.** The LLCs are responsible for completing the necessary grading work relating to the storm water pond on the property identified as "D" on Exhibit 1. The LLCs shall convey a permanent drainage and utility easement to the City and Anoka County over, under, and across "D."

8. **Access by City During Construction.** During construction of the Riverdale Extension Project, the LLCs shall allow the City access to Outlot A Tooth Acres, Lot 1 Block 1 The Diamonds, and "E" for purposes of construction and road improvement at no charge. The City shall restore any disturbed areas that are caused by the construction or road improvement that diminishes the value of the property or requires repair.

9. **No Assessments for Riverdale Extension.** The City agrees that the LLCs will not be assessed for the construction, engineering, and other ancillary costs of completing the Riverdale Extension Project or the trail and utility easements that are referenced in this Agreement.

10. **Other Charges and Assessments.** The City agrees that until there is a filing of a plat or building permit application for the development of Outlot A Tooth Acres, Lot 1 Block 1 The Diamonds, or the property identified as "E," it will not assess or charge those properties for water access connections, sewer access connections, park dedication, water management fee, escrow for street lights, inspection fees, water or sewer handling fee, or platting fees.

11. **Selection of Contractor.** The LLCs have the option, but are not required, to use the same contractor that the City selects to perform its portion of the work relating to the improvements to perform the work required under this Agreement.

12. **Future Work.** The Parties agree to work together to define the future access to service the lots created by the future subdivision of Tooth Acres and The Diamonds, and that access between the future subdivisions will be provided internally to reduce congestion on Riverdale Drive.

13. **Storm Water Pond Maintenance.** The proposed storm water pond identified as "D" and the current storm water pond located in "F" shall be maintained by the City at its own expense.

14. **Pedestrian Walkway and Easement.** The City agrees that the replacement of the existing pedestrian walkway on "E" affected by the Riverdale Extension Project

will be installed and located consistent with the LLCs' potential use on a North/South alignment as much as reasonably possible. The LLCs agree to grant a trail easement to the City across "E" for the replacement pedestrian walkway.

15. **Pedestrian Overpass Easement.** The LLCs will dedicate an easement to the City on Outlot A Tooth Acres, adjacent to the Riverdale Extension for a pedestrian overpass such that an ADA compliant connection can be made with the proposed and existing pedestrian walkways.

16. **Drainage and Utility Easements.** The LLCs agree to provide a permanent drainage and utility easement over, under, and across a portion of "E" in the general alignment of the extended storm sewers, as referenced in Paragraph 6(a). The LLCs acknowledge and agree that said easement will not interfere with their intended use of "E."

17. **Choice of Law and Severability.** This Agreement shall be governed by the laws of the State of Minnesota. If a court of competent jurisdiction determines that any part of this Agreement is void or voidable, violates any law, or is otherwise unenforceable, the remaining portions of this Agreement will remain in full force and effect, unless the remaining portions would not serve the original purpose of this Agreement.

18. **Joint Drafting.** This Agreement must be construed to have been drafted equally by the Parties.

19. **Responsibility for Costs.** With the exception of the costs assumed by the Parties pursuant to this Agreement, each Party shall be responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.

20. **Enforcement.** Failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed a waiver or relinquishment of any right or power at any other time.

21. **Voluntary Agreement.** All Parties have voluntarily signed this Agreement. No Party has been threatened, coerced, intimidated, or otherwise forced to sign this agreement by any other Party, any officer, employee, agent, representative, or attorney of any other Party, or any other person or entity acting on behalf of any other Party.

22. **Relationship of the Parties.** Nothing in this Agreement shall be construed to create any partnership, joint venture, or employment relationship between the LLCs, and/or their employees, officers, directors, and/or agents, and the City and/or its employees, officers, directors, and/or agents. The Parties understand and agree that this Agreement does not create any rights or obligations beyond those expressly contained herein.

23. **Complete Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the matters addressed in this document. This Agreement supersedes any and all prior agreements between the Parties, including, but not limited to, the Memorandum of Understanding ("MOU") executed by the LCCs on or about February 19, 2014. No Party has relied upon any statements, promises or representations other than those contained in this Agreement. No changes to this Agreement shall be valid unless they are in writing and signed by both Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

By signing below, each Party specifically acknowledges that it has read this Agreement, that it has had an opportunity to review this Agreement with legal counsel, that it understands this Agreement, and that it agrees to be legally bound by all terms of this Agreement.

2-OI, LLC

Dated: 8-20, 2015

By: Pamela S Deal

Its: Chief Manager

PSG, LLC

Dated: 8-20, 2015

By: Pamela S Deal

Its: Chief Manager

THE CITY OF RAMSEY

Dated: _____, 2015

By: _____

Its: Mayor

Dated: _____, 2015

By: _____

Its: City Administrator

Exhibit 1

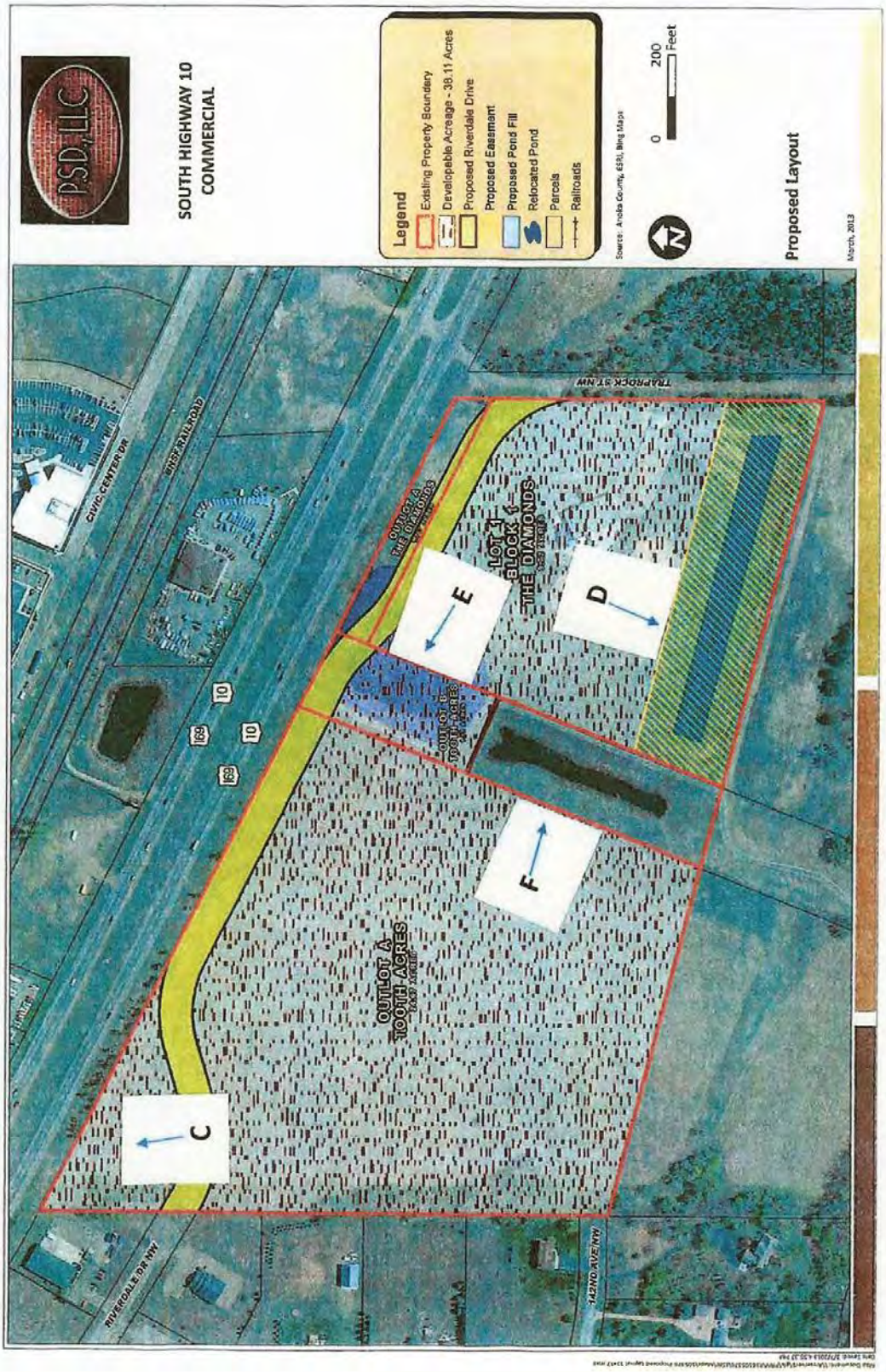

PSD, LLC
SOUTH HIGHWAY 10
COMMERCIAL
Legend
Existing Property Boundary
Developable Acreage - 38.11 Acres
Proposed Riverdale Drive
Proposed Easement
Proposed Pond Fill
Relocated Pond
Parcels
Railroads
Source: Anoka County, ESRI, Bing Maps
0
200
Feet
N
Proposed Layout
March, 2013
OUTLOT A
TOOTH ACRES
OUTLOT B
TOOTH ACRES
LOT 1
BLOCK 1
THE DIAMONDS
OUTLOT A
THE DIAMONDS
C
D
E
F
10
169
CIVIC CENTER DR
BNSF RAILROAD
TRAPDOCK ST NW
RIVERDALE DR NW
ANDEAN AVE NW

Exhibit 2

PUBLIC STREET, PEDESTRIAN TRAIL, DRAINAGE & UTILITY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, for valuable consideration, **2-OI, a limited liability company under the laws of the State of Minnesota, "LANDOWNER",** hereby grants, sells, and conveys to the **CITY OF RAMSEY, a Minnesota municipal corporation**, **"CITY"**, a perpetual easement for the public purposes described in paragraph 1. below, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, over, under and upon the real property, in Anoka County, Minnesota described as follows:

See attached **Exhibit A** for legal description

(the "Easement Area")

EXEMPT FROM STATE DEED TAX

1. **The Easement Purposes**. The Easement shall be used for the following public purposes:

   a. Trail Easement. The Easement Area shall be for pedestrian trail purposes to be used exclusively for outdoor recreation and commuter activities including, but not limited to, walking, jogging, skating, biking, and uses mandated by state law including, but not limited to, electric personal assistive devices. Motorized vehicles used by the City for maintenance, law enforcement or other public uses will be permitted. The trail easement shall not be used by other motorized vehicles, or by all terrain vehicles, or by snowmobiles, and the trail easement shall not be used for horseback riding. No structures, obstructions or fences shall be allowed in the trail easement area unless written approval is granted by the **CITY**.

   b. Public Street and Right-of-Way. The Easement Area shall be used for the purposes of construction, maintenance, repair and/or replacement of a public street and road right-of-way and uses incident thereto.

c. Drainage and Utility. The Easement Area shall be used for purposes of the construction, maintenance, repair and replacement of a storm water drainage system and sanitary sewer and municipal water system and such other public utilities as deemed necessary by the City, and uses incident thereto.

2. Hazardous Substances.

The **CITY** shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to the Easement Area or adjacent property prior to the date hereof.

3. Liability and Indemnification.

The City hereby agrees to indemnify and save the **LANDOWNER** harmless from and against any and all suits, demands, liabilities, costs and other expenses, including reasonable attorneys' fees, incurred in connection with or arising out of the use of the Easement Area by the City, its contractors and agents or the general public for the purposes granted herein, excluding, however, from such indemnity and loss resulting from acts of **LANDOWNER**.

4. No Waiver of Governmental Immunity.

Nothing contained herein shall be deemed a waiver by the **CITY** of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by **LANDOWNER**, its successors or assigns, shall be subject to any governmental immunity defenses of the **CITY** and the maximum liability limits provided in Minnesota Statute Chapter 466.

5. Disposal of Excavated Material.

The right is hereby granted to the **CITY** to remove or otherwise dispose of all earth or other material excavated from the Easement Area as the **CITY** may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement Area.

6. Granting Clause.

LANDOWNER covenants that it is the owner of the Easement area and has the right, title, and capacity to grant the Easement for the purposes described herein.

IN WITNESS WHEREOF, the **LANDOWNER** has caused this Easement agreement to be executed on the 14th day of May, 2014.

2-OI, LLC

By: Pamela L Deal

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on the 14th day of May, 2014, by Randall S. Deal, the Chief Manager for 2-OI,LLC a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

Valeria J. Kruger
Notary Public

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Valeria J. Kruger
Notary Public
Minnesota
My Commission Expires January 31, 2017

THIS INSTRUMENT WAS DRAFTED BY:

RANDALL, GOODRICH & HAAG P.L.C.
2140 Fourth Avenue North
Anoka, Minnesota 55303
Telephone: (763) 421-5424

EXHIBIT A

A perpetual easement for public right-of-way, trail and drainage & utility over, under and across that part of LOT 1, BLOCK 1, THE DIAMONDS, Anoka County, Minnesota according to the recorded plat thereof, described as follows:

Beginning at the northwest corner of said LOT 1, BLOCK 1; thence on an assumed bearing South 21 degrees 57minutes 04 seconds West along the west line of said LOT 1, BLOCK 1 a distance of 26.14; thence South 46 degrees 04 minutes 01 seconds East a distance of 59.72 feet; thence southeast a distance of 104.37 feet along a tangential curve concave to the northeast having a radius of 340.00 feet and a central angle 17 degrees 35 minutes 16 seconds; thence South 63 degrees 39 minutes 17 seconds East a distance of 372.01 feet; thence southerly a distance of 255.12 feet to the east line of said LOT 1, BLOCK 1 along a tangential curve to the southwest having a radius of 260.00 feet and a central angle of 56 degrees 13 minutes 10 seconds; thence North 00 degrees 00 minutes 55 seconds East along the east line of said LOT 1, BLOCK 1 a distance of 195.46 to the northeast corner of said LOT 1, BLOCK 1; thence North 63 degrees 38 minutes 56 seconds West a distance of 662.99 to the point of beginning.

Exhibit 3

PUBLIC STREET, PEDESTRIAN TRAIL, DRAINAGE & UTILITY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, for valuable consideration, **PSG, LLC, a State of Minnesota limited liability company, "LANDOWNER",** hereby grants, sells, and conveys to the **CITY OF RAMSEY, a Minnesota municipal corporation, "CITY"**, a perpetual easement for the public purposes described in paragraph 1. below, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, over, under and upon the real property, in Anoka County, Minnesota described as follows:

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IN WITNESS WHEREOF, the **LANDOWNER** has caused this Easement agreement to be executed on the 14th day of MAY, 2014.

PSG, LLC

By: _____

Its: Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on the 14th day of MAY, 2014, by PAMELA S DEAL, the Chief Manager of PSG, LLC, a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

Valeria J Kruger
Notary Public

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

Valeria J. Kruger
Notary Public
Minnesota
My Commission Expires January 31, 2017

THIS INSTRUMENT WAS DRAFTED BY:

RANDALL, GOODRICH & HAAG P.L.C.
2140 Fourth Avenue North
Anoka, Minnesota 55303
Telephone: (763) 421-5424

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RIVERDALE DRIVE RECONSTRUCTION / EXTENSION - ARMSTRONG BOULEVARD TO TRAPROCK STREET; IMPROVEMENT PROJECT #12-22
CHANGE ORDER #2 COST-SHARE - CITY OF RAMSEY & PSG/2-OI, LLC

Item No.	Item Description	Unit Price	Units	City CO2 Qty	LLCs CO2 Qty	City CO2 Cost	LLCs CO2 Cost	Notes
2104.501	Remove Fence	$ 5.25	LF	160	0	$ 840.00	$ -	For access road to allow future maintenance of pond 2
2104.501	Remove Sewer Pipe (Storm)	$ 24.00	LF	0	100	$ -	$ 2,400.00	(MOU) 72" storm sewer realignment needed to fill north pond
2014.503	Remove Bituminous Walk	$ 1.00	SF	0	667	$ -	$ 667.00	(MOU) 72" storm sewer realignment needed to fill north pond
2104.505	Remove Bituminous Median	$ 5.28	SY	755	0	$ 3,986.40	$ -	Bituminous pavement was 10" thick at Traprock St. crossover
2104.601	Remove Miscellaneous Debris	$ 3,258.41	LS	0	1	$ -	$ 3,258.41	PSD was to remove C&G, bit, pipe, and fence before construction
2105.501	Common Excavation	$ 4.49	CY	45021	0	$ 202,144.29	$ -	Used pond 2 excavation topo 12/08/2014
2105.601	Dewatering	$ 17,333.33	LS	0	1	$ -	$ 17,333.33	(MOU) Additional dewatering needed to realign 72" RCP
2105.619	Minor Grading	$ 204.00	RDST	6	0	$ 1,224.00	$ -	Changed profile from sta. 5+00 to 11+00 for D/W trail crossings
2211.501	Aggregate Base Class 5 (Mod.)	$ 12.00	TON	0	177	$ -	$ 2,124.00	(MOU) Aggregate to realign trail over 72" RC pipe
2360.501	Type SP 12.5 Wearing Course Mix (3,B)	$ 70.00	TON	0	73	$ -	$ 5,110.00	(MOU) Bituminous to realign trail over 72" RC pipe
2501.511	15" CS Pipe Culvert	$ 35.00	LF	83	0	$ 2,905.00	$ -	Reduced culvert size to achieve cover in Hwy 10 median crossover
2501.515	15" CS Safety Apron and Grate Des 3128	$ 485.00	EA	2	0	$ 970.00	$ -	Reduced culvert size to achieve cover in Hwy 10 median crossover
2501.515	30" RC Pipe Apron	$ 800.00	EA	0	1	$ -	$ 800.00	(MOU) 30" pipe apron for storm alignnment change pond 2
2501.602	Safety Grate for 42" RC Pipe Apron	$ 1,800.00	EA	1	0	$ 1,800.00	$ -	Safety grate for 42" pipe apron for pond 2
2503.541	30" RC Pipe Sewer Des 3006 CL III	$ 57.00	LF	0	52	$ -	$ 2,964.00	(MOU) 30" pipe for storm alignnment change pond 2
2503.541	42" RC Pipe Sewer Des 3006 CL III	$ 97.00	LF	0	167	$ -	$ 16,199.00	(MOU) Extra 42" RC pipe for pond 2 storm alignment change
2503.541	42" RC Pipe Sewer Des 3006 CL V	$ 151.77	LF	120	0	$ 18,212.40	$ -	Extra 42" RC pipe for pond 2 storm alignment change
2503.541	72" RC Pipe Sewer Des 3006 CL III	$ 270.00	LF	0	355	$ -	$ 95,850.00	(MOU) 72" storm sewer realignment needed to fill north pond
2503.602	Connect to Existing Storm	$ 1,300.00	EA	4	0	$ 5,200.00	$ -	Needed to swap sanitary and storm sewer alignments
2506.502	Const. Drainage Structure Des 84-4020	$ 10,000.00	EA	0	1	$ -	$ 10,000.00	(MOU) 84" skimmer structure for storm alignment change pond 2
2506.602	Adjust Drainage Structure	$ 7,681.46	EA	0	1	$ -	$ 7,681.46	(MOU) Adjusted MH 40 for realigned 72" storm sewer to fill north pond
2506.602	Casting Assembly Special	$ 199.57	EA	1	0	$ 199.57	$ -	Revised casting type at sta. 3+25
2531.507	6" Concrete Driveway Pavement	$ 52.00	SY	310	30	$ 16,120.00	$ 1,560.00	(MOU) Additional 6" concrete D/W aprons - PSD requested 6
2531.507	8" Concrete Driveway Pavement	$ 15.85	SY	795	30	$ 12,600.75	$ 475.50	(MOU) Increase to 8" concrete D/W aprons - PSD requested 6
2535.501	Bituminous Curb	$ 3.13	LF	1096	0	$ 3,430.48	$ -	Temporary curb due to Armstrong interchange construction
2545.509	Conduit System (Lighting)	$ 6,145.00	LS	1	0	$ 6,145.00	$ -	Trench install conduit under driveways for Riverdale street lights
2545.601	Electrical Service	$ 165.00	LS	1	0	$ 165.00	$ -	Lift Station electrical disconnect
2564.601	Traffic Signs and Devices	$ 440.00	LS	1	0	$ 440.00	$ -	Added local business access signing
2573.540	Filter Log Type Compost Log	$ 3.15	LF	158	0	$ 497.70	$ -	Required per temporary erosion control special provision 2573.5E
2575.623	Hydroseeding	$ 594.30	MGAL	9	0	$ 5,348.70	$ -	Required per temporary erosion control special provision 2573.5E
	TOTALS					**$ 282,229.29**	**$ 166,422.70**	**$ 448,651.99**

Exhibit 4

CC Regular Session **7. 6.**

Meeting Date: 08/25/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Dedicated Networks: Consider Resolution in Support of Minnesota Job Creation Fund Application For a Proposed Facility Expansion at 14000 Unity St NW

Purpose/Background:

PURPOSE:

Consider Resolution in support of Dedicated Networks to apply for Job Creation Fund dollars through the State of Minnesota.

BACKGROUND

Dedicated Networks, Company

Dedicated Networks, Inc. is a quickly growing family owned corporation that sells new and used networking and computer products, with a specialization in Cisco and Juniper equipment. Please see attached Job Creation Fund (JCF) application, or the following link, for additional background information: http://www.dedicatednetworksinc.com/about-us/.

Dedicated Networks, Facility

Dedicated Networks is currently located on a 3.51 acre parcel at 14000 Unity Street NW in Ramsey. They would like to expand their existing 25,000 square foot building by 20,000 square feet (total 45,000 square feet). Please see attached JCF application additional background information.

Minnesota Job Creation Fund (JCF)

The State of Minnesota, Department of Employment and Economic Development, has indicated this proposed project would qualify for JCF dollars. JCF awards are provided based on two performance measurements: (1) job creation and (2) capital investment. The first step in this process is to apply--attached is an application (purpose of this case). It should be noted, private businesses cannot directly apply for DEED incentives. DEED requires a local municipality to apply on behalf of the benefiting business. For more information on the State JCF program, please visit this link: http://mn.gov/deed/business/financing-business/deed-programs/job-creation-fund.jsp.

Notification:

Notification is not required at this time.

Observations/Alternatives:

The proposed Dedicated Networks expansion has the following benefits for the City of Ramsey to consider:
--business retention
--nearly double size of facility that currently pays about $20,000 in total property taxes
--retain 62 full time equivalent jobs
--create 30 new jobs by December 2017

Preliminary Development Review

Prior to the current financial request, Dedicated Networks, through its contractor, has been working with City Staff

on development review. The site is located within the E-1 Employment District which is intended to accommodate general industrial activities. Based on the information submitted thus far, it appears that the proposed expansion shall comply with the bulk standards (setbacks, minimum parking, building height, etc.) and design standards. The proposed expansion appears to qualify for the City's new Administrative Site Plan Review process recently adopted by the City Council.

Dedicated Networks has submitted an application for Building Permit. Based on initial review, it appears that the proposed expansion can meet the minimum standards of the zoning code. Staff is also confident that the proposed expansion will be able to meet the required provisions of the Minnesota State Building Code; however Staff's final review has not yet been completed. As it relates to civil engineering design (grading, stormwater, utilities), revised plans and detailed stormwater analysis and calculations have been requested. The concept plan identifies multiple infiltration areas, but Staff does not have sufficient data at this time to make a final determination. There will likely need to be some changes to the grading plan to comply with applicable stormwater provisions. Based on the area of disturbance, the request will also need to be reviewed by the Lower Rum River Watershed Management Organization. This information has been relayed to the Applicant.

Funding Source:

State of Minnesota

Recommendation:

EDA RECOMMENDATION:

Recommend City Council adopt Resolution #15-08-195 declaring the City of Ramsey's support of applying to the State of Minnesota Department of Employment and Economic Development Job Creation Fund program.

NOTE: staff expects a Ramsey Revolving Loan Fund application for this project to come before the EDA in September. Dedicated Networks is currently completing their application. Mike Mulrooney, with ACG, will be underwriting said application; and his recommendation will be included. Attached to this case are EDA minutes.

Action:

MOTION TO:

Adopt Resolution #15-08-195 declaring the City of Ramsey's support of applying to the State of Minnesota Department of Employment and Economic Development Job Creation Fund program.

Attachments

Reference Map

Resolution 15 08 195 Support of Business Applying to the Job Creation Fund

DEED Job Creation Fund JCF Info

JCF Application

Concept Plan

Sources Uses

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/20/2015 08:54 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 11:36 AM
Form Started By: Patrick Brama		Started On: 08/18/2015 04:11 PM
Final Approval Date: 08/20/2015		

Dedicated Networks Reference Map



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

CITY OF RAMSEY
ANOKA COUNTY, STATE OF MINNESOTA

RESOLUTION #15-08-195

RESOLUTION DECLARING THE CITY OR RAMSEY'S SUPPORT OF APPLYING TO THE STATE OF MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT JOB CREATION FUND PROGRAM

WHEREAS, the City of Ramsey, Minnesota (the "City"), desires to assist Dedicated Networks Incorporated, a Domestic Business Corporation, which is proposing to construct an expansion facility in the City; and,

WHEREAS, the City of Ramsey understands that Dedicated Networks, through and with the support of the City, intends to submit to the Minnesota Department of Employment and Economic Development an application for an award and/or rebate from the Job Creation Fund Program; and,

WHEREAS, the City of Ramsey held a city council meeting on August 25, 2015 to consider this matter.

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

After due consideration, the Mayor, City Council, and City Administrator of the City of Ramsey, Minnesota, hereby express their approval of the project proposed by Dedicated Networks and its application for an award and/or rebate from the Job Creation Fund Program.

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

XXXXXXX

and the following voted against the same:

XXXXXXX

and the following abstained:

XXXXXXX

and the following were absent:

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

XXXXXXX

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 25th day of August, 2015.

_____
Sarah Strommen, Mayor

ATTEST:

_____
Jo Ann M. Thieling, City Clerk

Department of Employment and Economic Development

Job Creation Fund

Office of Business Finance
Business & Community Development Division

Job Creation Fund Benefits Explained

If you are considering Minnesota for expansion, the Minnesota Job Creation Fund Program (JCF) can provide financial benefits to facilitate the project. JCF is a pay-for-performance program that provides financial benefits after job creation **and** capital investment thresholds have been met. Once a business is approved as a JCF business, it receives an Award Letter from DEED noting the projected award benefit which is based on the best case scenario as defined in the application. This scenario considers only the eligible capital investment and job creation that occurred on or after the date the business is approved as a JCF business.

Once a business meets the $500,000 capital investment **and** 10 full-time job creation thresholds, it is eligible to request JCF benefits using a *JCF Report Form*. This document will help businesses understand the information needed to receive the JCF benefits. If the project is considered a retention project or a Mega Project, please contact JCF program staff due to the unique project requirements.

Capital Investment Rebate

What costs are eligible for a Capital Investment Rebate?

A qualified Minnesota JCF Business is eligible for a capital investment rebate on the purchases and services used for real property (i.e., fixed property and generally not furniture, fixtures or equipment) improvements. The rebate applies to purchases made by the qualified Minnesota JCF business or a contractor hired to perform work or services at the project location. Expenditures made by a third-party business (e.g. tenant improvements) are eligible only if expenditures are reimbursed directly by the qualified JCF business as they are paid. The capital investment rebate **does not** include costs associated with acquiring real property. Eligible costs are construction materials, services, and supplies used for or consumed in the project generally include:

A. Building construction costs
B. Construction labor & materials
C. External Site Preparation when property is owned by the JCF business, related parent company or lease to own.
D. Real property tenant improvements in leasing scenarios
E. Rehabilitation / Remodel
F. Eligible soft costs directly related to construction like architect and engineering fees

Depending on the ownership of the property and JCF business, actual eligible costs may vary and other requirements may apply:

- For businesses that have a **related parent company that will own 100% of the building**, the business must provide a long-term lease in addition to other legal documents noting the related relationship between the lessor and lessee.
- For businesses with **lease to own agreements**, the transfer of ownership to the JCF business must occur within one (1) year following the issuance of the final certificate of occupancy is obtained on the project. Situations that transfer ownership after this date will be considered a lease scenario.
- For businesses **leasing an entire building** from an unrelated party, a copy of the executed lease demonstrating the real property improvements associated with the recipient's occupancy as a paid line item within the lease agreement. Only the real property improvements paid by the JCF business within the JCF contract term will be eligible for rebate. The building shell and external site improvements are not eligible.
- For businesses **leasing a portion of a building** from a related or unrelated party, a copy of the executed lease demonstrating the real property improvements associated with the recipient's occupancy as a line item within the lease agreement. Only the real property improvements paid by the JCF business the JCF contract term will be eligible for rebate. Common areas used by multiple tenants are ineligible for capital investment rebate.
- For leasing scenarios, expenditures related to the JCF occupancy are eligible once they are paid by the JCF business as an upfront expense or periodically through such contractual documents as a lease. Any costs paid by the JCF business after the JCF term is complete are ineligible for a rebate.

How to Document Capital Investment?

To access JCF capital investment benefits, the JCF business must submit the proper documentation to DEED including the *JCF Report Form* and supporting documents. The business must provide:

A. Sworn Construction Statement
B. Copies of invoices for "Eligible Soft Costs"
C. AIA Certificate of Substantial Completion (Form G704)
D. Certificate of Occupancy issued by the local municipality
E. Other documents may be necessary depending on the nature of the project and documents submitted.

Job Creation Award

What jobs are eligible for an award?

A qualified Minnesota JCF Business is eligible for an **annual** award for each new job **created** and **maintained** by the business at the project site. For a NEW full-time Employee position to be considered **eligible** for a payment in a given 12-month period, it **must** meet the following:

A. The NEW full-time Permanent position did not exist prior to the JCF award and is filled by an employee who began work in the position at the Project Site on or after the Benefit Date (i.e., not a contracted employee) and is scheduled to work at least 2,080 hours.

B. Full-time Employees may include NEW positions that are filled by staff that worked:
   - 1,040 or fewer hours annually for the JCF business prior to full-time employment, or
   - full-time for the JCF business outside Minnesota but the position was transferred to the JCF site. Jobs relocated to the site from other JCF business Minnesota locations are not eligible.

C. The JCF business must maintain the NEW full-time permanent position for a minimum period of not less than one (1) year to receive the annual award. Any NEW full-time permanent position vacant for more than 90 days during the reporting year is not eligible for a rebate.

D. Employee must be paid total compensation of at least $12.61 per hour, adjusted annually on January 1 as of the reporting date ($12.82 in 2016). This number equates to 110% of the federal poverty level of a family of four as determined by the U.S. Health and Human Services Department. The benefits in addition to wages that include statutory required benefits as FICA, unemployment insurance and workers' compensation.

E. All new jobs generally must be in addition to existing job totals in Minnesota. New job creation will be compared to pre-JCF base employment levels noted in the Business Subsidy Agreement.

What are the wage requirements for the different award levels?

As of January 1, 2015, the award schedule for these NEW full-time employee positions is as follows:

2015 Annual Total Cash Wage	2014 Annual Total Cash Wage	Award Schedule
$26,335 - $35,450	$26,000 - $35,000	$1,000
$35,450 - $45,579	$35,000 - $45,000	$2,000
$45,579 +	$45,000 +	$3,000

*Cash Wage means the hourly cash wage the employee is paid.

How to Document the Job Creation?

JCF businesses need to submit the *JCF Report Form* and necessary company payroll records to document timing and compensation of the NEW full-time employee positions to receive an award. Each job has been in place and filled for at least one (1) year since the business received Minnesota JCF designation. DEED may also request additional information as deemed necessary by DEED.

Thank you for expanding in Minnesota. Please call Emily Johnson (651-259-7450) or Tom Washa (651-259-7483) if you have any questions about the Job Creation Fund program.

PART A – Business Description. Describe the business and its major activities. Please include the following information:

1. Business overview and company history and ownership - include organizational structure, parent company and any affiliates

   Jerry and Paul Cullen are a father-son team who started Dedicated Networks, Incorporated (DNI) out of their home in Coon Rapids, Minnesota in 2005. Dedicated networks is a successful new/used IT hardware solutions provider/distribution center which sells new and used networking and computer products, with a specialization in Cisco (65% of sales) and Juniper Networks (19%) equipment. They purchase equipment from sellers across the globe that are seeking to convert IT assets into cash. They test and restore the equipment, and sell individual parts in the secondary market to resellers and end users.

   They carry additional manufacturer's equipment (15%) including, but not limited to: Foundry/Brocade, HP, Extreme, Dell/Force10, Avocent, Voltaire, Netgear, Arista and Linskys. Their solutions include distribution, asset management (recycling (1%), audit, HDD shredding), maintenance, repair and configuratin/troubleshooting.

   While their industry is very high-tech, they pride themselves in doing business the old-fashioned way; working hard to earn their customers' business, and working to maintain and foster long-term relationships.

   DNI is an S-Corp, owned 50/50 by Jerry and Paul Cullen. While this family owned business has only been in business for ten years, it has grown significantly in size and number of employees.

   In 2009, they moved to a 5,800 sq.ft. facility in Anoka; by March of 2012, they had 15 FTEs.In April of 2012, they moved to their current 24,928 sq.ft. facility in Ramsey, Minnesota. In August of 2013, their employee count doubled to 33 FTEs, and today they have 62 FTEs and 7 PTE.

   To accommodate this growth, they are looking to nearly double their facility, by expanding their current facility by 19,456 sq. ft. Upon expansion, they anticipate hiring a minimum of additional 30 FTE, averaging $18.54/hr with an average hourly benefit rate of $1.23.

   Paul and Jerry also own a property management company, Dedicated Property Management, LLC (DPM). DPM owns their current property and building, leasing it to DNI.

2. Product or industry outlook for the JCF project

   The outlook for the computer and networking industry is exceptional, thus supporting DNI's proposed expansion. Computers have exploded throughout America and the world over the past 30 years; from 2,000 units shipped in 1960 to 900,000 in 1980 to 7 million in 1990 to over 15 million by 2003. Computer maintenance and repair is an imperative sector in the computer industry, as well as the ability for computers to be 'connected'. Networking is an essential

feature of any modern computer system.

During the past 10 years, the industry has increasingly focused on manufacturing internet protocol-based telecommunications and networking equipment. The global computer networking equipment industry generates more than $10 billion in revenue a year.

COMPETITIVE LANDSCAPE

The industry is characterized by a low-level of market share concentration, with the four largest players accounting for 22.2% of industry revenue. Concentration has increased over the past five years due to a significant increase in the number of broadband internet connections, causing internet service providers to demand more networking equipment from industry players. Major companies include Cisco Systems, Hewlett-Packard, Alcatel-Lucent, Celestica, and Juniper Networks. Successful businesses in the industry have effective quality control, offer a product range that anticipates changes in future technology, have alliances with contacts in key markets, and demonstrate superior financial management and debt management.

DEMAND DRIVERS

Market demand for networking products is driven by rapid technological advances, the number of broadband connections, aggregate private investment and corporate profits. Large companies have advantages in broad service offerings and global reach, which give them the ability to provide outsourcing services to corporate customers. Small companies can compete effectively by specializing in market niches or by partnering with larger firms that want to broaden their mix of services.

Demand for industry products has fluctuated during the past five years. For instance, during the recession in 2009, consumers had less per capita disposable income and private corporations reduced investments, thus causing revenue to decline by 30.1%. Additionally, consumer demand for foreign products increased, thereby harming sales for several domestic manufacturers. Revenue is expected to grow 1.1% in 2013 due to increases in private investment and the number of Americans acquiring broadband connections.

INDUSTRY OUTLOOK

Stronger internet connections have changed the way individuals work, communicate and consume media. In urban and suburban areas, high-speed internet access is becoming increasingly common, and internet service providers (ISPs) have had to invest in their networks to keep pace with rapidly increasing internet traffic. As a result, industry players have experienced increasing demand for networking equipment from downstream ISPs that are expanding their internet infrastructure. IBISWorld estimates that the number of broadband internet connections has increased significantly over five years to 2013, at an annualized rate of 17.5% to 263.3 million.

At the same time, consumer electronics manufacturers are beginning to sell internet-ready televisions and other devices that allow users to gain access to web-based content in their living rooms and on the go. The rapid introduction of broadband-enabled devices has the potential to increase the strain on broadband networks and will require more investment in its infrastructure, benefiting industry manufacturers. In addition, the industrial networking

equipment that ISPs and other telecommunications carriers demand is quite expensive and provides industry players with higher margins.

Overall, during the five years to 2018, revenue is forecast to rise at an annualized rate of 2.9% to $11.2 billion, including 3.6% growth in 2014. Global competition, technological innovation, and the commoditization of production components will continue to drive down the price of low-end communications equipment over the next five years, and industry participants will have to contend with lower-priced imports, particularly at the low end of the market. The number of broadband connections in the United States is expected to grow 5% per year to 336 million in 2018. Carriers are migrating to next-generation, internet protocol-based networks that can simultaneously deliver voice, video and data services. These networks will eventually allow services to be provided at low and often flat prices over any medium. The shift toward these networks will continue to drive telecommunications carriers to purchase more powerful routing and switching equipment to handle exponential growth in network traffic. As a result, the industry is expected to experience stronger demand for industrial routing and switching equipment over the next five years.

Information is this section was taken from the IBIS World Industry Report; telecommunication networking equipment in the United States, NAICS 33421.

DNI's sales demonstrate and support the industry; they have grown at an average annual rate of 41% for the past four years and are projecting the same growth over the next three years.

3. Total projected sales for the JCF project both inside and outside of Minnesota
   Below is an outline of recent and projected sales for DNI:
   - **2014: $16 million**
   - **2015: $21 million**
   - **2016: $27 million**
   - **2017: $34 million**

   Approximate current sales to MN customers is 20%.

4. Estimated sales to Minnesota customers that replace purchases from outside Minnesota.
   Upon DNI's expansion, they anticipate an additional 5% of MN sales to replace purchases currently outside of MN.

5. Markets (local, statewide, national, international) along with their respective percentage to total sales and the customers served
   DNI retains a customer base of more than 750 clients, including brokers and resellers (94% of sales in 2013), end users (5%) and recylcers (1%). Customers are located in the United States (80%) and internationally (20%).

6. **Being located in MN since the company's inception, the company gives back locally through actively participating in Feed My Starving Children, a non-profit organization which empowers volunteers to pack meals for the malnourished in nearly 70 countries. The company participates annually in Tough Mudder, 10-12 mile endurance event that includes military-**

style obstacle courses. Participants in this event raise money which is donated to the Wounded Warrior Project, a charity and veterans service organization that offers programs, services and events for veterans of the military actions following the events on 9-11-01. Finally, DNI employees participate annually in the Autism 5k Run/Walk, raising money for Children with Autism Deserve Education (CADE).

7. Attach two years of historical financials (Profit & Loss/Balance Sheets/Income Statement/Cash Flow Statement) and financial projections
   Attached

PART B – Project Description. Describe the project for which JCF funds are being requested. Please include the following information:

8. Provide details for the project for which JCF funds are being requested. Discuss topics such as square footage increase, lease vs ownership, new construction vs renovation or leasehold improvements, etc.
   DNI is proposing a $1.2M expansion project to nearly double the size of their facility. They are looking to expan their current facility by 19,456 sq. ft, and purchase approximately $195,000 in new equipment, including a forklift, pallet racking, cubicles and computers. Total cost of their expansion with site improvements and equipment is $1,375,955.

9. Describe how the JCF project will strengthen and/or diversify the local or Minnesota economy.
   This project will strengthen the local economy through increased tax base, the retention of 62 FTE and 7 PTE well-paying jobs, and the creation of a minimum of 30 new full-time employees, paying an average of $18.54. This project will keep a family owned, Minnesota based company in the state; with over ten years in Ramsey, MN, the company would like to continue to grow, create jobs and contribute to the local economy.

10. Describe any local government assistance for the JCF project (e.g., city loan, abatement, TIF, etc,) and comment on dollar amounts and/or general information on any city projects related to this project.
    DNI is working with the City of Ramsey to apply for a revolving loan fund from the City in the amount of $195,000 to cover the cost of machinrey and equipment and to assist with ofsetting the total cost of the project and ensure the company's growth. Staff supports this request, and the Ramsey EDA and City Council will be considering the application in August 2016.

11. Attach line-item construction cost estimates for real property improvements for the JCF project.
    Attached.

12. If available, attach a commitment letter from each financing source (ie Financial Institutions), including a letter of commitment for any business equity

PART C – Business Competitors. Identify the competitors of the business within local community (city and county), the adjacent counties, and in the state of Minnesota. Include:

13. The name of each major competitor and the location of each competitor by city
Curvature (Santa Barbara, CA), Go Communications (Essex, United Kingdom), Dexon Computer (Minneapolis, MN), Integrity (Plymouth, MN), Vology (Oldsmar, FL). TNet (Cedar Grove, NJ), SMS Systems (Charlotte, NC), Alturna Networks (Almere, Netherlands).

14. How the products or services are different than the JCF business' .
DNI's products are different that their competitors' through the services their employees provide.

DNI prides themselves in their impeccable customer service and strong company culture. Through monthly awards, team building events and their "Dedi-bucks" program, DNI understands the importance of employee retention through employee appreciation, which translates into superior customer service. Employees demonstrate a nine-point dedication mentality:

- ***It starts with me.***
    - ***This is my company. The company and its performance are reflections of me. If things go wrong, I first look at myself to see how I can improve the situation. I assume I am the problem and the solution. I take responsibility for myself; nothing can improve until I do.***
- ***Continuous improvement.***
    - ***Our competitors are improving, and so must we to stay ahead. Improvement comes from getting new and better inputs. I am willing to be coached. I give up needing to be right and thinking I know it all. I have a burning desire to be better, even if that means getting outside of my comfort zone. I invest in myself by learning more. I apply what I learn.***
- ***Ready, Aim, Fire!***
    - ***Take action! The world pays me for what I do, not my intentions. I am a self starter. I do not rely on others to tell me what to do or to do it for me. If it is to be, it is up to me. When I see something that needs to be done, I do it. I may make mistakes, but I will not make the mistake of inaction.***
- ***Integrity.***
    - ***I do the right thing even when no one is watching. I honor my word. If a situation ever arises where I cannot deliver on my word, I will communicate that as soon as I am aware of it.***
- ***"My pleasure."***
    - ***It is my job to make all people I interact with feel important. I treat customers, vendors, and coworkers as volunteers. I am grateful and show it. I smile and say "please" and "thank you."***
- ***Openess***
    - ***I create an environment that fosters open communication. I am approachable. I have an open door, ears, mind and heart. I assume that others have good intentions, and I give them the benefit of the***

doubt. I look for the good in them and their ideas. I seek first to understand, then to be understood.

- ***"Consider it done!"***
  - ***You can rely on me to get the job done thoroughly and thoughtfully. I will not cut corners nor give excuses. I will overcome obstacles that stand in my way. I will find a way, or I will make one.***
- ***Be a Rockstar.***
  - ***Wow is the standard. I seek out opportunities to take on more responsibility. I do more than I get paid for. I go above and beyond expectations. I strive for excellence and take pride in what I do.***
- ***It ends with me.***
  - ***I am a garbage collector, literally and figuratively. When there is trash on the floor, I pick it up. When a problem needs to be solved, I am the one to solve it. Nothing gets past me.***

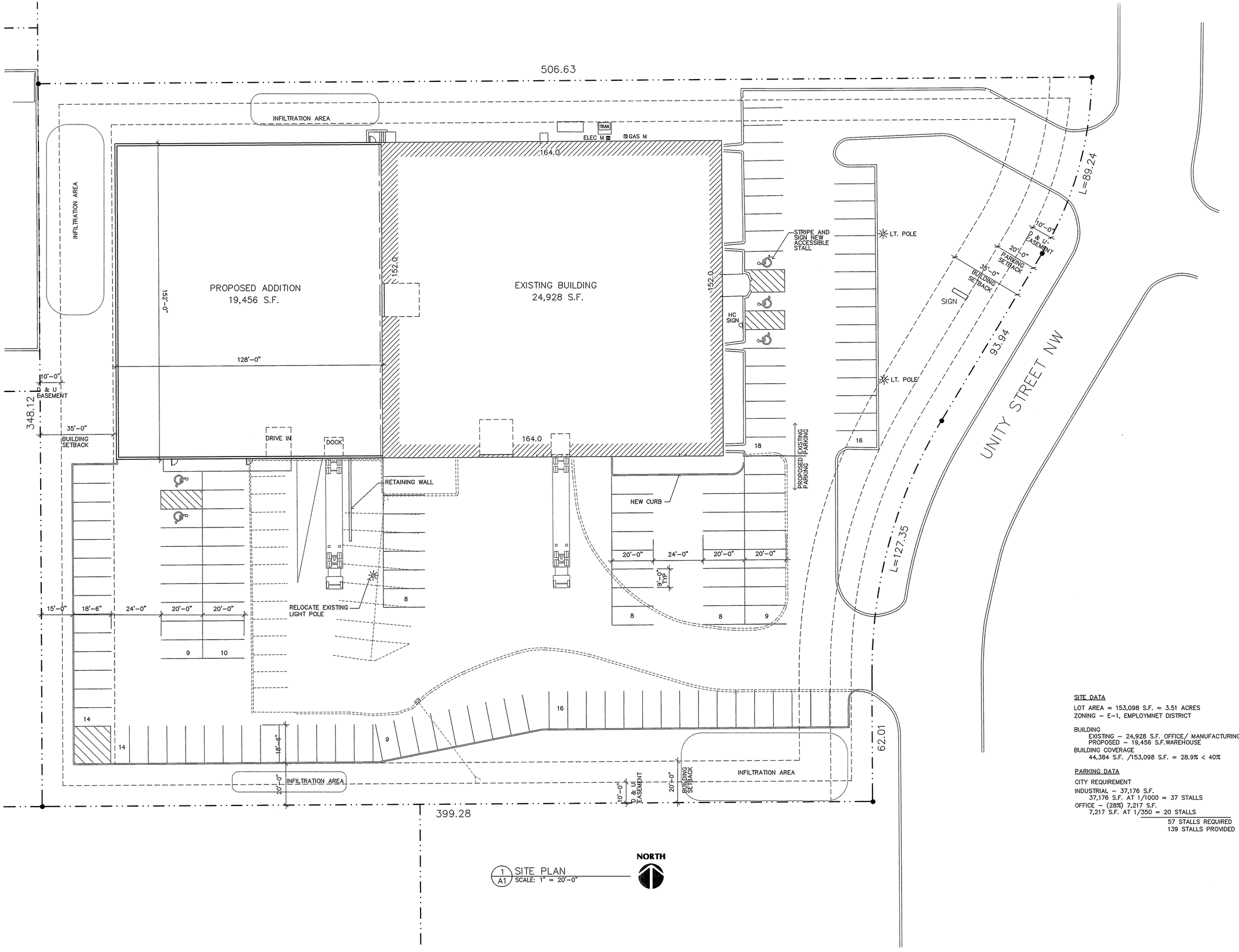
Coupled with DNI's mantra of doing business the old fashioned way by working hard to earn their customers' business and fostering long term relationships, they offer customer service which far exceeds that of their competitors'.

15. How the markets are different from the JCF business' .
    They aren't.

PART D – Detailed job & wage information.

16. If applicable, provide quarterly payroll reports from the last year for current permanent full-time employees who will be located at the JCF project site
    Attached.

17. For new full-time permanent employees, complete the form on Page 5 of this application or attach a listing of jobs that includes the information from the form on Page 5.
    Done.



1 A1 SITE PLAN
SCALE: 1" = 20'-0"

NORTH

SITE DATA

LOT AREA = 153,098 S.F. = 3.51 ACRES
ZONING – E-1, EMPLOYMNET DISTRICT

BUILDING
EXISTING – 24,928 S.F. OFFICE/ MANUFACTURING
PROPOSED – 19,456 S.F.WAREHOUSE
BUILDING COVERAGE
44,384 S.F. /153,098 S.F. = 28.9% < 40%

PARKING DATA

CITY REQUIREMENT
INDUSTRIAL – 37,176 S.F.
37,176 S.F. AT 1/1000 = 37 STALLS
OFFICE – (28%) 7,217 S.F.
7,217 S.F. AT 1/350 = 20 STALLS
57 STALLS REQUIRED
139 STALLS PROVIDED

Filename: DEDICATED NETWORKS/DEDICATED NETWORKS – A1

LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone:763.755.1211 Fax:763.757.2849
lampert@lampert-arch.com

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

PRELIMINARY NOT FOR CONSTRUCTION

SIGNATURE
LEONARD LAMPERT
PRINT NAME
13669
LICENSE NO.
DEC 2015
DATE

Sharp & Associates, LLC
10907 93rd Ave N
Maple Grove, MN 55369
Ph (763) 425-2002
Fax (763) 425-6428

DEDICATED NETWORKS
14000 UNITY ST. RAMSEY, MN

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Leonard Lampert Architects, P.A.

Project Designer: JAMES B
Drawn By: AE
Checked By: LL
Revisions

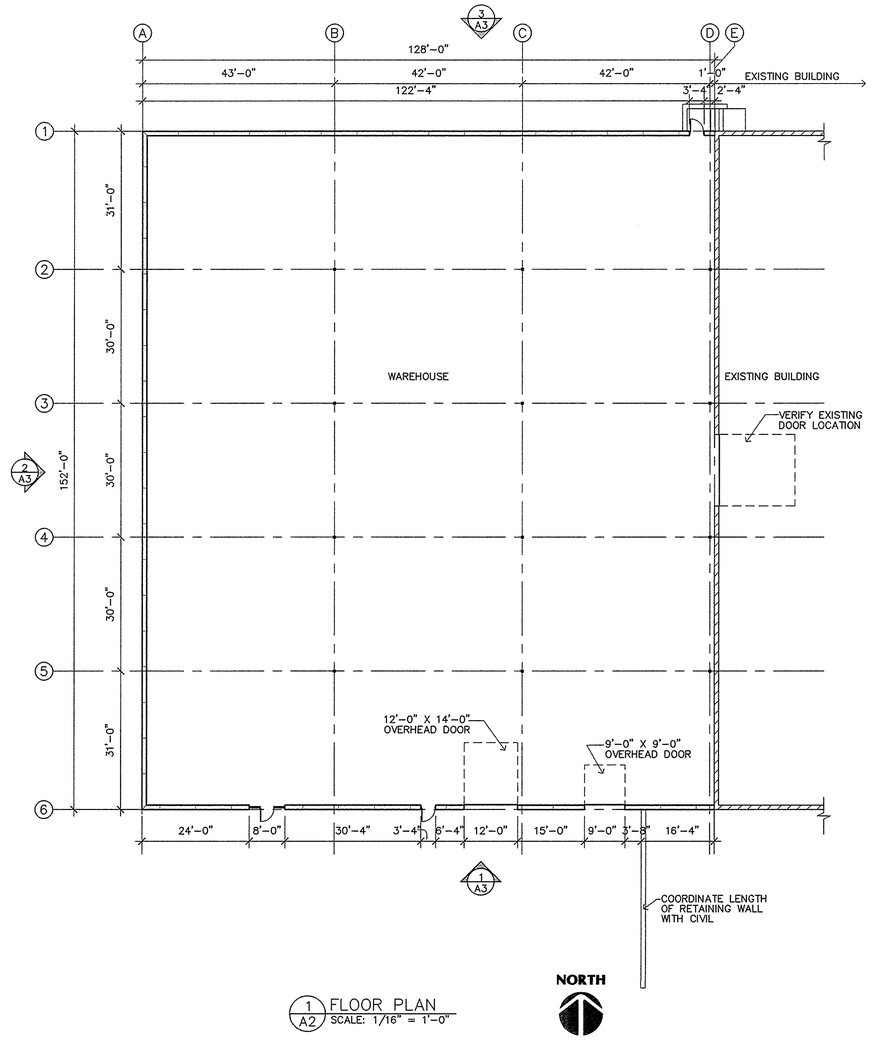
6/5/15	PRELIMINARY
6/24/15	CITY SUBMITTAL

SITE PLAN

Sheet Number

A1

Project No. 150520-1



1 A2 FLOOR PLAN
SCALE: 1/16" = 1'-0"

Filename: DEDICATED NETWORKS/DEDICATED NETWORKS - A2

LAMPERT ARCHITECTS
420 Summit Avenue
St. Paul, MN 55102
Phone:763.755.1211 Fax:763.757.2849
lampert@lampert-arch.com

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

SIGNATURE
LEONARD LAMPERT
PRINT NAME
13669
LICENSE NO.
6/24/15
DATE

PRELIMINARY
NOT FOR CONSTRUCTION

Sharp & Associates, LLC
10907 93rd Ave N
Maple Grove, MN 55369
Ph (763) 425-2002
Fax (763) 425-6428

DEDICATED NETWORKS
14000 UNITY ST. RAMSEY, MN

Copyright 2015
Leonard Lampert Architects, P.A.

Project Designer: JAMES B
Drawn By: AE
Checked By: LL

Revisions

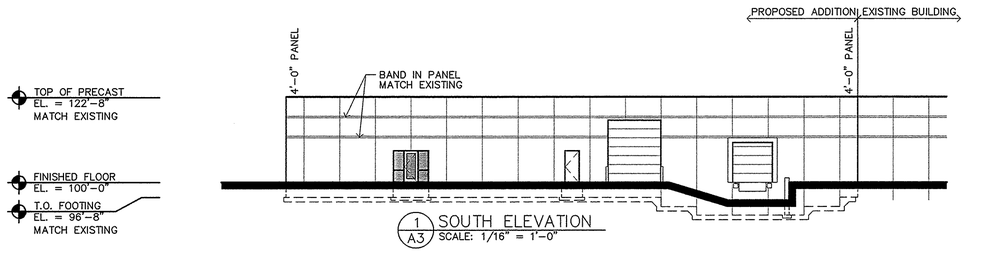
6/5/15	PRELIMINARY
6/24/15	CITY SUBMITTAL

FLOOR PLAN

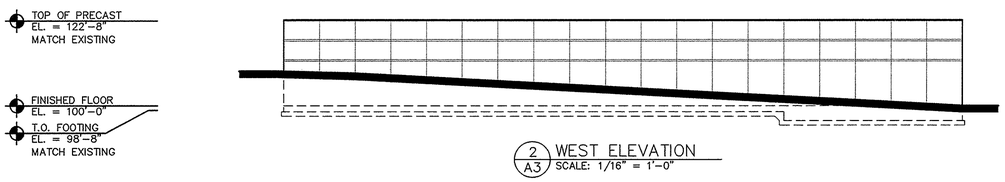
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A2

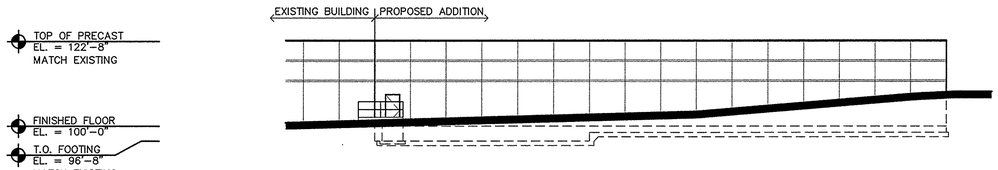
Project No. 150520-1



1 / A3 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



2 / A3 WEST ELEVATION
SCALE: 1/16" = 1'-0"



3 / A3 NORTH ELEVATION
SCALE: 1/16" = 1'-0"

Filename: DEDICATED NETWORKS/DEDICATED NETWORKS - A3

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St. Paul, MN 55102
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lampert@lampert-arch.com

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Project Designer: JAMES B
Drawn By: AE
Checked By: LL

Revisions

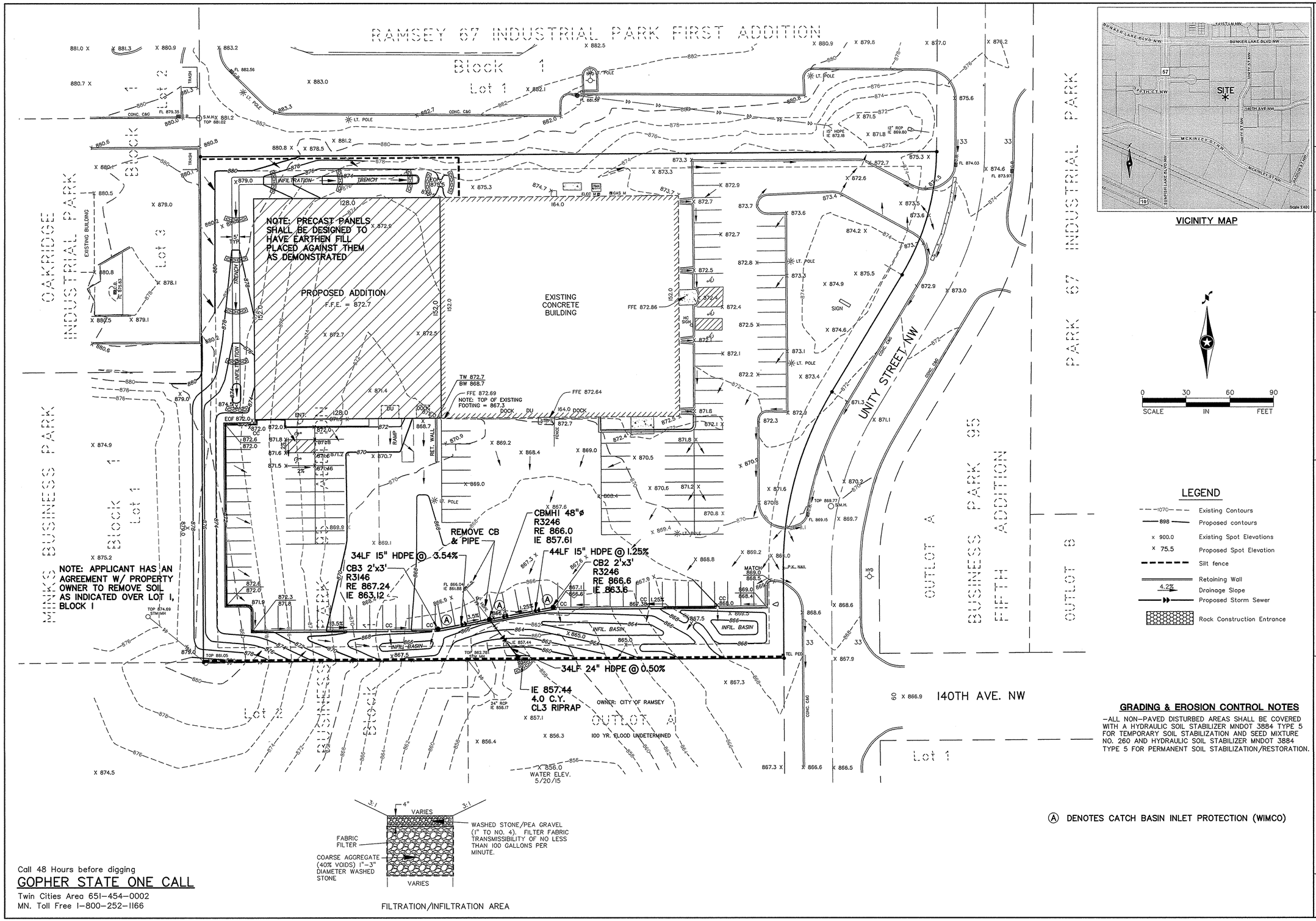
6/5/15	PRELIMINARY
6/24/15	CITY SUBMITTAL

ELEVATIONS

Sheet Number

A3

Project No. 150520-1



VICINITY MAP

LEGEND

- 1070 — Existing Contours
- 898 — Proposed contours
- x 900.0 — Existing Spot Elevations
- x 75.5 — Proposed Spot Elevation
- Silt fence
- Retaining Wall
- 4.2% Drainage Slope
- Proposed Storm Sewer
- Rock Construction Entrance

0 30 60 90
SCALE IN FEET

GRADING & EROSION CONTROL NOTES

-ALL NON-PAVED DISTURBED AREAS SHALL BE COVERED WITH A HYDRAULIC SOIL STABILIZER MNDOT 3884 TYPE 5 FOR TEMPORARY SOIL STABILIZATION AND SEED MIXTURE NO. 260 AND HYDRAULIC SOIL STABILIZER MNDOT 3884 TYPE 5 FOR PERMANENT SOIL STABILIZATION/RESTORATION.

Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166

REV NO.	DATE	DESCRIPTION

DATE: 6/24/15
DESIGN BY: -
DRAWN BY: BJC DM
CHECKED BY: RDA
DWG: 7434-10FGRADE
TEXT: -
FILE NO.: 7434 10-03

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

Signature: _____
Xxxxxx X. Xxxxxxx, PE
Date: XX/XX/2007 Lic. No. XXXXX

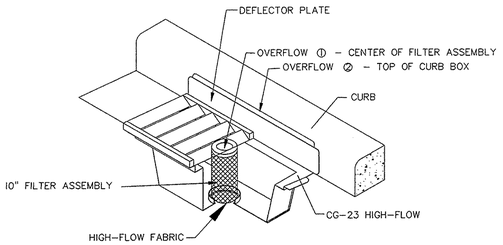
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Land Surveying • Civil Engineering • Land Planning
580 Dodge Ave. Elk River, Minnesota 55330
(763) 441-2072 - fax. (763) 441-5665
www.oliver-se.com

DEDICATED NETWORKS
RAMSEY, MN
FOR
SHARP & ASSOCIATES, LLC

PRELIMINARY GRADING PLAN

SHEET NO. 1 OF 2



Material:

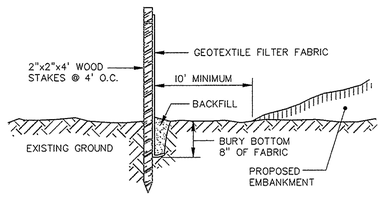
1. The Road Drain–Curb & Gutter model consists of a reusable, open topped receptacle that sets inside the strom sewer grate. An incorporation rear deflector plate is connected to the receptacle directing the water into the basin for filtration.
2. The Road Drain–Curb & Gutter model has a replaceable filter cartridge.
3. The Filter media shall meet all local specifications for inlet protection.

Maintenance:

1. Check Filter media after each rain event. Clean or replace if sediment clogs filter.
2. Remove sediment and debris from the receptacle after each rain event.

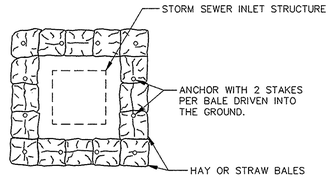
NOT TO SCALE

INLET PROTECTION –
WIMCO (MODEL CG23) OR APPROVED EQUAL



SILT FENCE–PREASSEMBLED

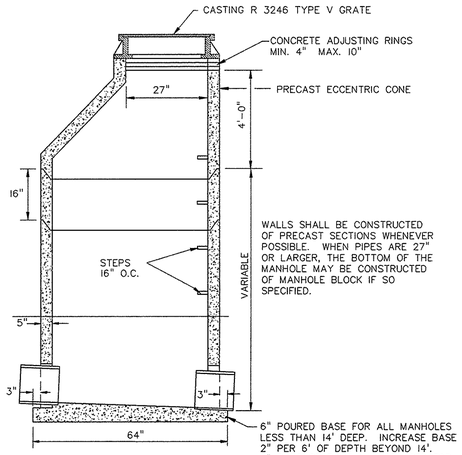
(TO BE PLACED AS DIRECTED BY THE ENGINEER)



TEMPORARY BARRIER OF BALES TO PREVENT SEDIMENT FROM ENTERING THE STORM SEWER SYSTEM.

CATCH BASIN PROTECTION

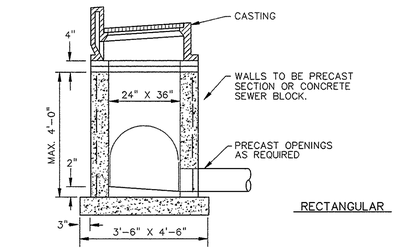
EROSION CONTROL SILT FENCE & C.B. PROTECTION (E-02)



NOTES:

1. WHEN MANHOLE DEPTH IS LESS THAN 8' OR CASTING IS RECTANGULAR, A SLAB TOP SHALL BE USED IN PLACE OF THE CONE. THE SLAB SHALL BE SUITABLE FOR AASHTO HS 20 HIGHWAY LOADINGS. THE SLAB SHALL BE ON A MORTAR BED.
2. MANHOLE INVERT SHALL BE SLOPED TO PROVIDE SMOOTH FLOW FROM INLET TO OUTLET.
3. MANHOLE JOINTS MAY BE MADE WITH CEMENT MORTAR INSIDE AND OUT.

STANDARD STORM SEWER MANHOLE (D-01)

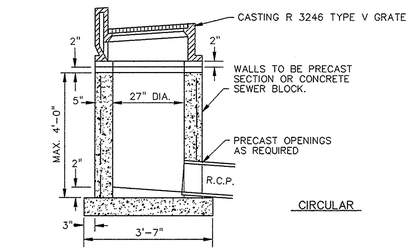


RECTANGULAR

NOTE:

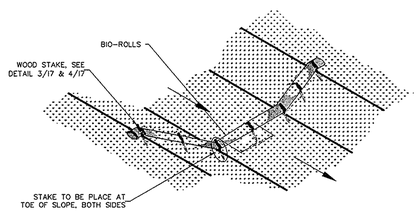
1 CONCRETE ADJUSTING RINGS, MIN. 4" MAX 10" NO MINIMUM WITH FINAL ADJUSTMENT.

2 CONCRETE BASE SHALL 6" POURED IN PLACE OR 5" PRECAST SLAB.

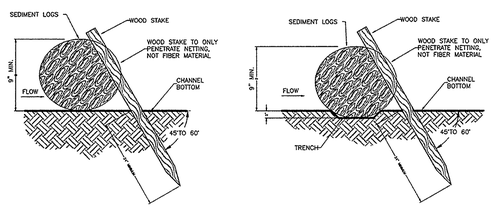


CIRCULAR

SHALLOW STORM SEWER MANHOLE OR CATCH BASIN (D-03)



SEDIMENT BIO–ROLL DETAIL (NO BLANKET)



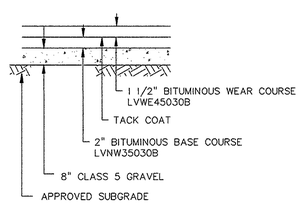
STAKE DETAILS (NO TRENCH)

STAKE DETAIL (WITH TRENCH)

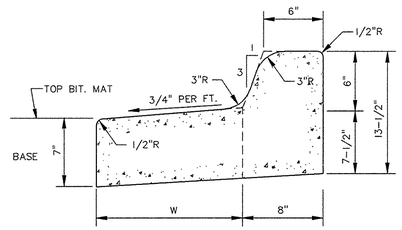
NOTE: TRENCH OPTION IS MOST APPLICABLE IN LOOSE, UNCONSOLIDATED SOILS

[DISTANCE BETWEEN CHANNEL BOTTOM AND TOP OF INSTALLED BIO–LOGS (D)(ft)] / [CHANNEL GRADIENT (%)] X 100 = BIO–LOG SPACING (ft)

RECOMMENDED PLACEMENT INTERVAL BETWEEN BIO–ROLL (E-06)

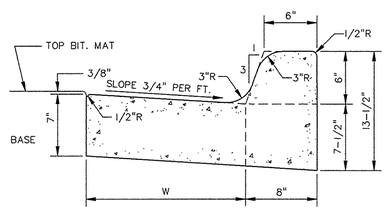


TYPICAL PAVEMENT SECTION
NOT TO SCALE



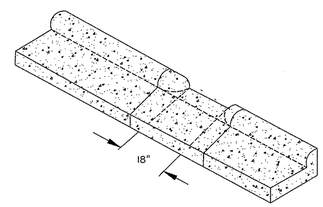
OUTFALL GUTTER

W=12" B612
W=18" B618
W=24" B624



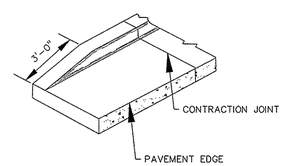
STANDARD GUTTER

"B" TYPE CONCRETE CURB & GUTTER (R-05)



NOTE: CURB CUT TO BE CONSTRUCTED AT LOCATIONS AS SHOWN ON SITE PLAN. COST OF CUT TO BE INCIDENTAL TO B6 DESIGN CONCRETE CURB AND GUTTER.

CONCRETE CURB CUT



CONCRETE CURB END SECTION (R-07)

REV NO.	DATE	DESCRIPTION

DATE: 6/24/15
DESIGN BY: –
DRAWN BY: BJC DM
CHECKED BY: RDA
DWG: 7434-10FGRADE
TEXT: –
FILE NO.: 7434.10-03

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

Signature: Xxxxxx X. Xxxxxxx, PE
Date: XX/XX/2007 Lic. No. XXXXX

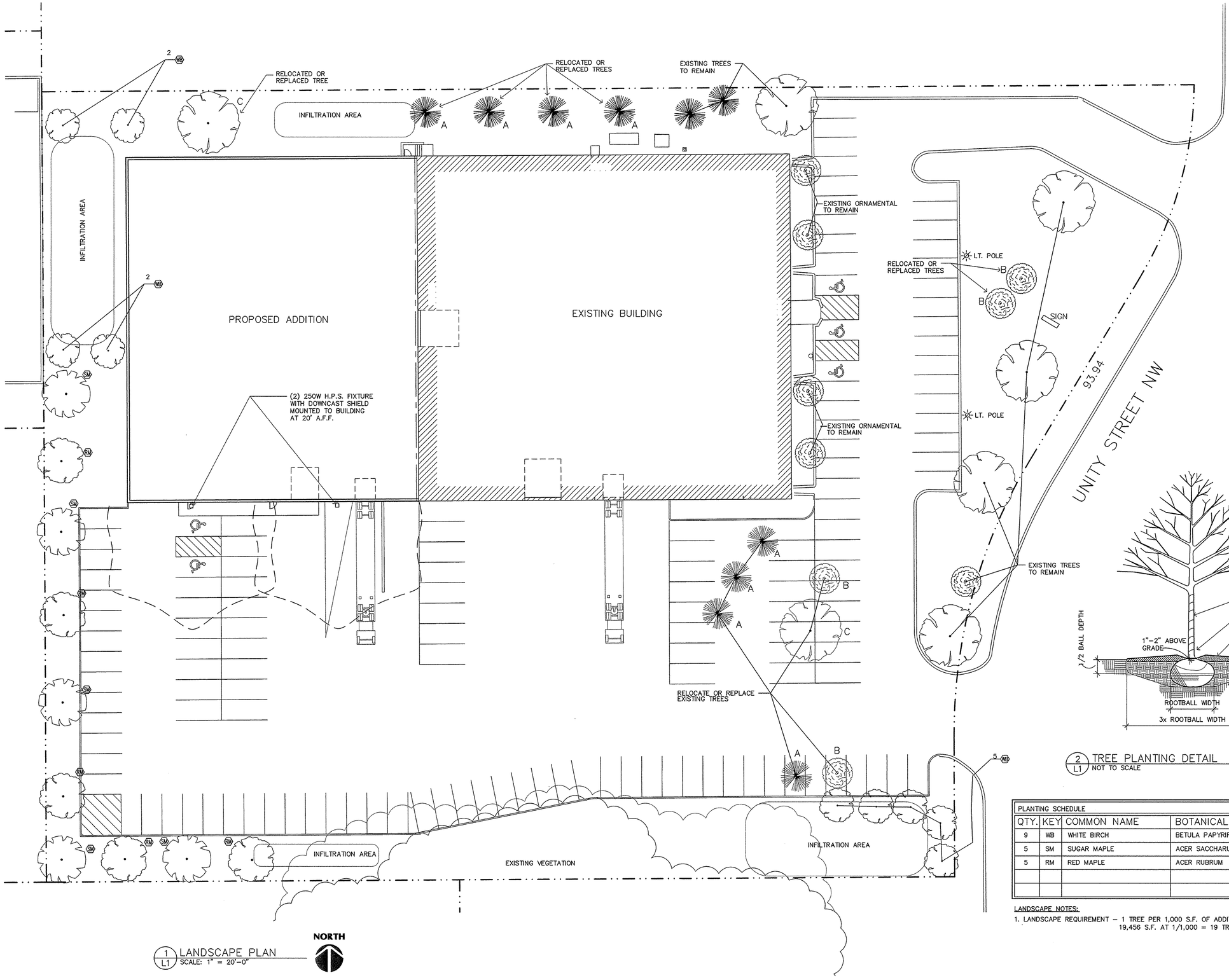
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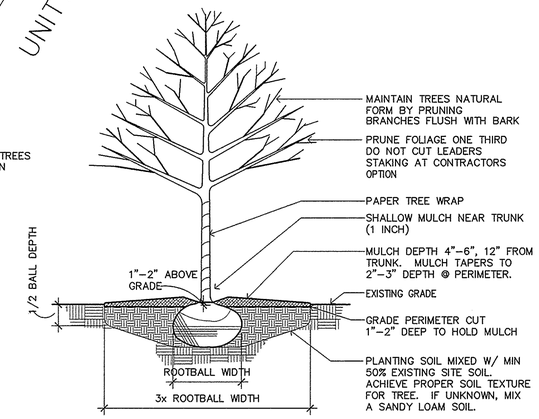
DEDICATED NETWORKS
RAMSEY, MN
FOR
SHARP & ASSOCIATES, LLC

PRELIMINARY GRADING PLAN

SHEET NO. 2 OF 2



1 L1 LANDSCAPE PLAN
SCALE: 1" = 20'-0"



2 L1 TREE PLANTING DETAIL
NOT TO SCALE

PLANTING SCHEDULE

QTY.	KEY	COMMON NAME	BOTANICAL NAME	SIZE	MTHD	REMARKS
9	WB	WHITE BIRCH	BETULA PAPYRIFERA	6'	BB	
5	SM	SUGAR MAPLE	ACER SACCHARUM	6'	BB	
5	RM	RED MAPLE	ACER RUBRUM	6'	BB	

LANDSCAPE NOTES:

1. LANDSCAPE REQUIREMENT - 1 TREE PER 1,000 S.F. OF ADDITIONAL BUILDING
19,456 S.F. AT 1/1,000 = 19 TREES REQUIRED

PRELIMINARY NOT FOR CONSTRUCTION

Sharp & Associates, LLC
10907 93rd Ave N
Maple Grove, MN 55369
Ph (763) 425-2002
Fax (763) 425-6428

DEDICATED NETWORKS
14000 UNITY ST. RAMSEY, MN

Drawn By: AE
Checked By: LL
Revisions

6/5/15	PRELIMINARY
6/24/15	CITY SUBMITTAL

LANDSCAPE PLAN

Sheet Number

L1

Project No. 150520-1

Filename: DEDICATED NETWORKS/DEDICATED NETWORKS - L1

Sources & Uses Statement

Project Costs

	acres	sq ft	cost per ft	Cost
Land		0		$0
Site Improvements:				$76,822
Site prep, landscaping, parking, etc.				
Building:		sq ft	cost per ft	
				$ 1,054,133
Production Equipment:				
Forklift				$45,000
Pallet Racking				$120,000
Cubicles				$20,000
Computers				$10,000
Contingency				$50,000
Other				
			Total	**$1,375,955**

Proposed Sources of Financing

Bank	$ 940,955
Cash Equity	$ 240,000
City/County/State Program(s)	$ 195,000
City of Ramsey RLF	
Other	
Total	**$1,375,955**

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: 08/25/2015

By: Geoff Solomonson, Community Development

Information

Title:

Discuss Initial Policy Direction Regarding a Potential Amendment to City Code Section 105-1 Entitled Hours of Construction

Purpose/Background:

The purpose of this case is to commence a discussion topic as requested by the City Council during the most recent approval of a single-family subdivision. At that time, concern was raised about the hours listed in City Code of when construction activities shall terminate for the day.

The intent of this case is to review how peer communities address the issue and seek general policy direction from the City Council in order to aide in developing a potential amendment to City Code.

Notification:

Notification is not required at this time. If a formal Ordinance is brought forward, a Public Hearing will be held.

Observations/Alternatives:

Ramsey City Code Section 105-1 lists the acceptable hours of construction for projects requiring a Building Permit per the Minnesota State Building Code. The reason for this possible amendment to the Code is due to the number of concerns that have been raised to City Council regarding the time limits and to address some of the public perception of the listed hours. The question was most recently raised during the review of a Major Subdivision. Residents have had concerns with the hours listed as the maximum allowance, not necessarily being the standard hours of construction that most contractors choose to use.

The goal of this amendment is to look at the possibly of introducing an earlier stopping time for construction with exemptions built in for public improvement projects, private homeowner construction, and extenuating circumstances which would involve City Administrator approval or City Council approval.

It is noted, however, that it is rare that the complaints the City actually receive are that of evening work hours. Almost exclusively, the complaints are in regards to early start hours in the morning. Also included in this document for examples are the hours of construction and stipulations of neighboring communities as a basis for discussion. It is worth noting that the majority of the surrounding communities have similar hours in effect as the City of Ramsey with some starting at 6:00 a.m.

The City most recently negotiated a limits of construction hours from 7:00 a.m. to 8:00 p.m. with the Developer of Harvest Estates. The City has received three (3) complaints of work occurring after 8:00 p.m., but before 10:00 p.m. Staff believes that the City has now resolved this complaint, and that said hours of construction have now been

communicated to all contractors and sub-contractors on the project.

A copy of the applicable section of City Code is attached for the Council's review.

Alternatives

Alternative #1 - Direct Staff to develop an ordinance based on the Planning Commission Recommendation to leave limits on hours of construction to 7:00 a.m. to 10:00 p.m., except that the City may require 7:00 a.m. to 9:00 p.m. through a Development Agreement as part of the initial subdivision review. This puts the burden on the City to negotiate reduced construction hours.

Alternative #2 - Direct Staff to develop an ordinance that limits hours of construction to 7:00 a.m. to 8:00 p.m., except that the City may allow an extension to 10:00 p.m. if requested by the Developer and there is not significant public objection. This puts the burden on the Developer to negotiate extended construction hours. This would shift the burden from the City to the Developer when compared to Alternative #1.

Alternative #3 - Direct Staff to not make any changes to existing City Code.

Funding Source:

This case is being handled as part of normal Staff duties.

Recommendation:

The Planning Commission reviewed the policy topic at their August 6, 2015 Regular Meeting. The Planning Commission recommends that the limits on hours of construction remain from 7:00 a.m. to 10:00 p.m., based on review of similar communities' policies, but that the City be allowed to restrict hours from 7:00 a.m. to 9:00 p.m. through a Development Agreement for new developments.

Action:

This is the City Council's opportunity to provide broad policy direction and allow Staff to develop a detailed Ordinance based on the policy directive.

Motion to direct Staff to prepare an Ordinance to amend the limits on hours of construction based on Alternative #__ above.

Attachments

City Code Section 105-1

Policy Framework

DRAFT Planning Commission Minutes dated August 6, 2015

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/20/2015 08:49 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 11:15 AM
Form Started By: Geoff Solomonson		Started On: 08/19/2015 10:47 AM
Final Approval Date: 08/20/2015		

Sec. 105-1. - Restrictions on hours for construction.

(a) Work hours. It shall be unlawful to engage in or conduct any activity in the construction of any building or structure, or the laying of any pavement, including but not limited to the making of any excavation, clearing of surface land and loading or unloading material, equipment or supplies in any residential district of the city, except between the hours of 7:00 a.m. and 10:00 p.m. Monday through Saturday. However, such activity shall be lawful from 6:00 a.m. to 10:00 p.m. with prior permission from the city administrator and his designee due to extenuating circumstances such as excessively warm temperature, the need to avoid traffic during normal work hours, etc. Any Sunday activity is also limited to the hours of 7:00 a.m. to 10:00 p.m. and to that which is being performed by the owner/occupant of the parcel on which the activity is occurring.

(b) Permit. Application for a permit shall be made in writing to the administrator and shall state the name of the applicant and their business address, the location of the proposed work, and the reason for seeking a permit to do such work on Sunday as well as the estimated time of the proposed operations. No such permit shall be issued excepting where the public welfare will be harmed by failure to perform the work at the time indicated.

(c) Provision not to prevent necessary work. Nothing in this section shall be construed to prevent any work necessary to prevent injury to persons or property at any time.

(Code 1978, § 7.81; Ord. No. 95-17)

City of Ramsey

Policy Amendment Framework Regarding Construction Hours

The City of Ramsey limits the hours of construction within the city through City Code Section 105-1. The City Council and Planning Commission have requested the review of a possible amendment to the Code to address some of the public perception of the listed hours. It appears that residents have had concerns with the hours listed in City Code Section 105-1. The intent of this policy discussion is to balance the standard hours of construction that most contractors choose to use and the need to create a compatible situation with existing residents during construction of new developments. The contractor for the development of Harvest Estates, for example, negotiated construction hours to stop at 8:00 p.m. instead of the maximum stopping time of 10:00 p.m.

The code as it currently exists:

Sec. 105-1. - Restrictions on hours for construction.

(a) Work hours. It shall be unlawful to engage in or conduct any activity in the construction of any building or structure, or the laying of any pavement, including but not limited to the making of any excavation, clearing of surface land and loading or unloading material, equipment or supplies in any residential district of the city, except between the hours of 7:00 a.m. and 10:00 p.m. Monday through Saturday. However, such activity shall be lawful from 6:00 a.m. to 10:00 p.m. with prior permission from the city administrator and his designee due to extenuating circumstances such as excessively warm temperature, the need to avoid traffic during normal work hours, etc. Any Sunday activity is also limited to the hours of 7:00 a.m. to 10:00 p.m. and to that which is being performed by the owner/occupant of the parcel on which the activity is occurring.

(b) *Permit.* Application for a permit shall be made in writing to the administrator and shall state the name of the applicant and their business address, the location of the proposed work, and the reason for seeking a permit to do such work on Sunday as well as the estimated time of the proposed operations. No such permit shall be issued excepting where the public welfare will be harmed by failure to perform the work at the time indicated.

(c) *Provision not to prevent necessary work.* Nothing in this section shall be construed to prevent any work necessary to prevent injury to persons or property at any time.

(Code 1978, § 7.81; Ord. No. 95-17)

The goal of this amendment is to look at the possibly of introducing an earlier stopping time for construction with exemptions built in for public improvement projects, private homeowner construction, and extenuating circumstances which would involve City Administrator approval or City Council approval.

Also included in this document for examples are the hours of construction and stipulations of neighboring communities. It is worth noting that the majority of the surrounding communities have similar hours in effect as the City of Ramsey with some starting at 6:00 a.m.

Code edit amendment possibility:

Sec. 105-1. - Restrictions on hours for construction.

(a) Work hours. It shall be unlawful to engage in or conduct any activity in the construction of any building or structure, or the laying of any pavement, including but not limited to the making of any excavation, clearing of surface land and loading or unloading material, equipment or supplies in any residential district of the city, except between the hours of 7:00 a.m. and 10:00 p.m. Monday through Saturday unless work is done by a homeowner, in which residential homeowner construction is limited from 7:00 a.m. to 10:00 p.m. The City may require construction to be limited from 7:00 a.m. to 9:00 a.m. as part of the Development Agreement for new developments. However, such activity shall be lawful from 6:00 a.m. to 10:00 p.m. with prior permission from the city administrator and his designee due to extenuating circumstances such as excessively warm temperature, the need to avoid traffic during normal work hours, etc. Any Sunday activity is also limited to the hours of 7:00 a.m. to 10:00 p.m. and to that which is being performed by the owner/occupant of the parcel on which the activity is occurring. Public improvement projects, public works construction activities and other similar emergency construction activity shall be exempt from the construction hours listed.

(b) *Permit.* Application for a permit shall be made in writing to the administrator and shall state the name of the applicant and their business address, the location of the proposed work, and the reason for seeking a permit to do such work on Sunday as well as the estimated time of the proposed operations. No such permit shall be issued excepting where the public welfare will be harmed by failure to perform the work at the time indicated.

(c) *Provision not to prevent necessary work.* Nothing in this section shall be construed to prevent any work necessary to prevent injury to persons or property at any time.

(Code 1978, § 7.81; Ord. No. 95-17)

Other neighboring community's construction hours as it appears in their respective city code.

City	Hours	Notes:	Code
Ramsey	7:00am-10:00pm, Monday-Saturday	Construction may begin at 6am with permission from city administrator	Part 2, Chapter 105, Article 1, §105-1-A
Andover	7:00am-10:00pm		Title 5, Chapter 6, §5-6-3
Anoka	7:00am-10:00pm	Between 10pm and 7am, equipment, events, or activities must be authorized, sponsored, permitted or approved by city council or City Manager with conditions to the license, permit or contract.	Chapter 38, Article 1, §38-1-C-1-D
Apple Valley	6:00am-10:00pm	Snow removal and street-sweeping are exempt. Emergency work to preserve the public health, safety, or welfare, or in the performance of work necessary to restore a public service or eliminate a public hazard is exempt with reasonable actions to minimize the amount of noise.	Title XIII, Chapter 130, §130.56 & §130.57
Blaine	7:00am-10:00pm	City or state authorized, sponsored, or licensed work to preserve public health, safety, or welfare or to restore public service or eliminate a public hazard shall be exempt.	Chapter 50, Article IV, Division 2, §50-203-5
Bloomington	7:00am-10:00pm, Monday-Friday; 9:00am-9:00pm, Saturday		Part 2, Chapter 10, §10.29.07-C
Burnsville	7:00am-10:00pm		Title 7, Chapter 1, §7-1-2 D-1
Champlin	7:00am-9:00pm	In the case of urgent necessity to the public health and safety and with a permit from the city administrator for a period not to exceed three days without renewal.	Part 1, Chapter 38, Article 3, §38-70-B-8
Coon Rapids	7:00am-10:00pm, Monday-Saturday	City or state authorized, sponsored, or licensed work to preserve public health, safety, or welfare or to restore public service or eliminate a public hazard shall be exempt.	Title 8, Chapter 8, §8-403-10
Cottage Grove	7:00am-7:00pm, Monday-Friday; 9:00am-7:00pm, Saturday	Residential property owners or tenants 7:00am-10:00pm, M-F; 8:00am-9:00pm, weekends and legal holidays. Public projects performed by governmental agency or their agents are exempt. Repairs to utility structures that are damaged, in disrepair, or out of service and pose a danger to life, health, or significant loss of property are also exempt. Construction activities related to the following are exempt: refueling machinery and equipment, labor work not requiring power tools or equipment, construction equipment repair, surveying, construction staking, delivery of equipment or materials, and work preapproved by the city.	Title 4, Chapter 9, §4-9-8 & §4-9-3
Dayton	7:00am-7:00pm, Monday-Friday; 9:00am-4:00pm, Sat., Sun., Holiday	Excavation work may only commence between 7:00am and 7:00pm	Chapter 800, §806.03-4
Elk River	6:00am-9:00pm, Monday-Saturday	Single-family occupied residence owners and an authorized building inspector-based emergency for the protection of health and safety are exempt.	Chapter 46, Article 2, §46-37-7
Fridley	7:00am-9:00pm, Monday-Friday; 9:00am-9:00pm, Saturday	Alternate hour's work permit, Sunday, and legal holiday work permit may be issued by the city upon application.	Chapter 206, §206.09-5
Maple Grove	7:00am-9:00pm, Monday-Friday; 8:00am-9:00pm, Sat.-Sun.	8:00am-9:00pm on public holidays	Chapter 20, Article 3, Division 2, §20-85
Minnetonka	7:00am-10:00pm		Chapter 8, §850.015-1

Osseo	7:00am-10:00pm		Title XV, Chapter 150: §150.19-E
Otsego	7:00am-10:00pm, Monday-Saturday; 8:00am-10:00pm, Sunday	The Building Official may, in cases of emergency, grant permission to repair at any time when they find that such repair work will not affect the health and safety of the persons in the vicinity.	Chapter 4, Section 1, §4-1-4-A
Rogers		May limit as deemed necessary.	Part 2, Chapter 125, Article V, Division 2, Subdivision 1, §125-333-B
Plymouth	7:00am-9:00pm, Monday-Friday; 8:00am-9:00pm, Sat.-Sun.	8:00am-9:00pm on public holidays	Chapter 20, §2025.05, Subd. 4
Spring Lake Park	7:00am-10:00pm	Between 10pm and 7am, noise shall not exceed 50 decibels in any octave band of frequency above 300 cycles per second.	Title XV, Chapter 156, §156.033-B-1-A
St. Michael	7:00am-Sunset	Except for emergency construction activities such as street and other public works construction activities, utility repairs, flood prevention, snow removal, and other similar emergency construction activity	Title IX, Chapter 91, §91.18-AE

5.04: Discuss Potential Future City Code Amendment to Construction Hours

Presentation

Planning Intern Solomonson presented the staff report stating the City of Ramsey has the code as listed below for construction hours within the city. The reason for this possible amendment to the Code is due to the number of concerns that have been raised to City Council regarding the time limits and to address some of the public perception of the listed hours. The question was most recently raised during the review of a Major Subdivision. Residents have had concerns with the hours listed as the maximum allowance, not necessarily being the standard hours of construction that most contractors choose to use. The contractor for the development of Harvest Estates, for example, negotiated construction hours to stop at 8:00 p.m. instead of the maximum stopping time of 10:00 p.m.

Planning Intern Solomonson stated the goal of this amendment is to look at the possibly of introducing an earlier stopping time for construction with exemptions built in for public improvement projects, private homeowner construction, and extenuating circumstances which would involve City Administrator approval or City Council approval. It is noted, however, that it is rare that the complaints the City actually receive are that of evening work hours. Almost exclusively, the complaints are in regards to early start hours in the morning.

Planning Intern Solomonson reported that also included in this document for examples are the hours of construction and stipulations of neighboring communities as a basis for discussion. It is worth noting that the majority of the surrounding communities have similar hours in effect as the City of Ramsey with some starting at 6:00 a.m. Staff requested feedback from the Commission on how to proceed.

Commission Business

Commissioner VanScoy questioned how many complaints the City has received. Community Development Director Gladhill did not have a specific number, but believed six to twelve complaints were received each spring. He commented that these complaints were regarding contractors starting prior to 7:00 a.m. He reported that the City's current standards met the PCA's standards.

Commissioner VanScoy did not see a reason to change the City's standards. He did not believe that the proposed language changes would eliminate all noise complaints. Community Development Director Gladhill was of the opinion that public perception would be improved based on the code amendment and noted that construction hours could now be negotiated.

Commissioner Andrusko recommended that all emergency City work be allowed outside the stated construction hours. He suggested the language regarding construction completed by Ramsey homeowner's be clarified.

Commissioner VanScoy did not see a need to change the 10:00 p.m. construction stop time so long as staff was allowed to negotiate construction hours.

Commissioner Brauer feared how staff would be impacted if they were forced to negotiate with each construction company.

Community Development Director Gladhill questioned if the Commission wanted to change the ending hours.

Commissioner Brauer stated nine neighboring communities specify 10:00 p.m. as their ending time, while the remainder specified 8:00 p.m. as the ending time. He supported an 8:00 p.m. end time.

Motion by Commissioner VanScoy, seconded by Commissioner Andrusko, to recommend staff proceed with the Code Amendment keeping the end time 10:00 p.m., that staff be allowed to negotiate end times to 9:00 p.m., and that staff note the language changes discussed by Commissioner Andrusko.

Motion Carried. Voting Yes: Vice Chairperson Bauer, Commissioners VanScoy, and Andrusko. Voting No: Brauer. Absent: Chairperson Levine, Commissioners Maul and Nosan.

DRAFT

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

CC Regular Session **7. 8.**

Meeting Date: 08/25/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Consider Change Orders for Parking Ramp Garage Project

Purpose/Background:

Purpose

Consider authorizing multiple change orders for parking ramp garage project.

Background (project)

In summary, the proposed garage is located on the first floor, east side, of the Ramsey Municipal Parking Ramp and encloses 14 existing parking stalls. The garage will provide heated space, with overhead door access, for the storage of building maintenance equipment, some public works equipment, some police equipment, City staff vehicles (engineering, admin, building, maintenance, etc.) and event supplies.

This project is nearly 100% complete. A certificate of occupancy is planned to be issued August 25.

Background (contracts)

The City of Ramsey hired LSA Design to complete architectural/ design/ management of the project. During the course of this contract, LSA Design was bought out by SRF Consulting. Therefore, SRF Consulting is the architect on this project, William Fossing is the principal. Mr. Fossing will be in attendance at this meeting.

Construction Results Corporation of Plymouth, Minnesota was awarded a $303,440 contract for the construction of this project by the City on March 10, 2015. As the Council may recall, the project was bid two times. The engineer's estimate for this project was about $250,000.

Background (change orders)

Attached is the change order #1 for this project--which includes seven items. One of those items is a reimbursement back to the City of Ramsey. Therefore, there is a net six change orders that require payment by the City of Ramsey. All change orders total $6,433 for this project (or 2.1% of total project costs). According to SRF, the percentage costs of change orders on this project is at or below at or below industry averages (typically 2-4%).

It should be noted, the original project budget presented to the Council didn't include a "contingency" number. In the future, Staff plans on including this number on all projects (about 5%). In this particular circumstance, the contingency would be used for small change orders such as this. If reasonable, said change orders would then be placed on the consent agenda for Council approval. For example, the Council did approve a $200,000 contingency budget for the Fire Station #2 project, a $3.135M contract (6.3%).

Notification:

NA

Observations/Alternatives:
Please see attached documentation from SRF.

Funding Source:
Facilities Fund.

Recommendation:
Comments from SRF:
It is our opinion that we have provided contract documents and construction administration services that comply with our agreement with the city regarding accuracy and completeness.

During the construction phase of the project the general contractor is required to provide and submit shop drawings plans and details for their work. During this process questions come up that the design team must evaluate and then determine whether or not the response constitutes a change to the contractors agreement with the city. Both contracts with the city address how to handle changes in the work as well as minor ambiguities.

We have had a reasonable number of requests for information on this project. The majority of these RFI's did not constitute a change to the contract. A few of them were determined to require a change order. The scope of the required changes were documented and the general contractor provided a requested change order amount that were determined to be fair and appropriate by the design team. We have packaged these change order requests into change order number one and are submitting it to the city for approval. The total change order amount for the project is close to 2% of the contract price. This is at or below industry standards for this type of work, especially if you compare it with remodel projects.

We appreciate the opportunity to work for the city of Ramsey and have worked hard to provide a high-quality product.

Thanks
Bill Fossing PE
Associate
SRF consulting

Staff Comments:
Staff did spend a considerable amount of time discussing and confirming the proposed change orders. Staff feels based on the recommendation of SRF, and the City's contract with SRF, the proposed change orders are reasonable. Staff would like to note, SRF/ the City, did reject several other change order requests (as they were not reasonable).

Action:
Approve the attached change order #1 for construction project #14-28.

Attachments

Change Order 1 (purpose of case)
AIA B101 Contract (Owner and Archt)
AIA A101 (Owner and Contractor)
AIA 201 (Gen Conditions)
AIA 201 (Supp Conditions)

Form Review

Inbox	Reviewed By	Date
Joe Langel	Joe Langel	08/20/2015 03:25 PM
Bruce Westby	Bruce Westby	08/20/2015 03:34 PM
Kurt Ulrich	Kurt Ulrich	08/20/2015 03:52 PM
Form Started By: Patrick Brama		Started On: 08/18/2015 04:16 PM
Final Approval Date: 08/20/2015		

SRF Consulting Group, Inc. | ENGINEERS PLANNERS DESIGNERS

CHANGE ORDER

Change Order No. 1

PROJECT: Ramsey Municipal Parking Facility Enclosure – Project #14-28
7650 Sunwood Drive NW
Ramsey, MN 55303

OWNER: CITY OF RAMSEY
7550 Sunwood Drive NW
Ramsey, MN 55303

ISSUE DATE: August 3, 2015

CONTRACT DATE: March 19, 2015

TO: Mark Snyder, President
Construction Results Company
14170 23rd Ave N
Plymouth, MN 55447

The Contract is changed as follows:

Change Order Request #100 R1	
a. Verify as-built size and location of water service.	$3,755.00.
b. Additional excavation depth for wet tap to water main.	$1,150.00.
c. Additional blocking at header for overhead door.	$ 503.00.
Subtotal	$5,408.00.
Change Order Request #101 R1	
a. Install conduit and wire from fire alarm panel to horn/strobe.	$ 785.00.
b. Add receptacles in Elect Room for security system..	$ 280.00.
c. Add conduit and receptacles to four fire alarm modules.	$ 616.00.
Subtotal	$1,681.00.
Reimbursed testing and inspection added cost due to late notification.	
a. Reimburse net cost for post-installed testing and inspection of concrete masonry on Grid 2.	$ (656.00)
Total:	**$ 6,433.00**

Change Order No. 1

Original Contract Price was	$ 303,440.00
Net change by previous Change Orders	$ 0.00
The Contract Price Prior to this Change order was	$ 303,440.00
The Contract Price will be increased by this Change Order in the amount of	$ 6,433.00
The new Contract Price including this Change Order will be	**$ 309,873.00**

The Contract Time will be increased by zero (21) days

The date of Substantial Completion as of the date of this Change Order is August 17,2015.

Accepted By:

ENGINEER
SRF Consulting Group, Inc.
One Carlson Parkway North, Suite 150
Minneapolis, MN 55447

Bill Fossing, PE

8-19-15
(Date)

CONTRACTOR
Construction Results Company
14170 23rd Ave N
Plymouth, MN 55447

Mark Snyder
President

(Date)

OWNER
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Sarah Strommen
Mayor

(Date)

Kurt Ulrich
City Administrator

(Date)

Construction Results Corporation

Trusted Commercial & Industrial Contractor

TIME & MATERIALS SUMMARY

CHANGE ORDER REQUEST #: #100r1

DATE: 7/22/2015

DESCRIPTION : Additional Add's

PROJECT : City of Ramsey Parking Garage Enclosure

C.R.C. PROJECT : #5250

	Supervision and Project Management	Investigate watermain location	Addition Excavation for watermain	Overhead Door head detail		TOTALS	RATE	COST
LABOR (MAN-HOURS) :								
LABORER						0.000	$73.22	$0.00
CARPENTER - REGULAR TIME		18.0		4.0		22.000	$79.16	$1,741.42
CARPENTER - OVERTIME						0.000	$118.73	$0.00
SUPERINTENDENT		8.0				8.000	$92.64	$741.11
PROJECT MANAGER						0.000	$90.61	$0.00
MATERIALS & EQUIPMENT :								
TRENCH BOX - UNITED RENTALS		$477.23						$477.23
BACKHOE $250 - SKID $250 - TAMPER $150		$650						$650.00
PLANTS - 4 JUNIPERS - (8 TOTAL BEING REPLACED)			$220					$220.00
LUMBER - FASTENERS				$122				$122.00
								$0.00
SUBCONTRACTORS :								
KRUEGER EXCAVATING			$801.00					$801.00
								$0.00
								$0.00
								$0.00
								$0.00

SUBTOTAL =	$4,752.76
15% OVERHEAD & FEE =	$474.21
10% OVERHEAD & FEE =	$80.10
BOND COST =	$100.83
TOTAL =	$5,407.90

KRUEGER INC. EXCAVATING

"Our Goal Is to Dig Your Hole"

P.O. Box 729
Prior Lake, MN 55372
Office# 952-447-8335
Fax# 952-447-6169

Estimate

Date	Estimate #
6-19-15	2098

Construction Results
14170 23rd Ave. N.
Plymouth, MN 55447
O-763-559-1100
F-763-553-0494

Terms	Project
Due on receipt	

Description	Qty	Cost	Total
CITY OF RAMSEY PARKING GARAGE ADDED EXCAVATION FOR WATER-MAIN 3 MEN - 3HRS EA. -ADDED EXCAVATION - 3MEN 2 HRS EA. -ADDED TIME BACK-FILL - 3 MEN 1HR EA. LARGER EQUIPEMENT FOOTPRINT REQUIRED DUE TO DEPTH OF W.M. MOBILIZATION OF LARGER EQUIP. TO REACH REQ. DEPTH LANDSCAPE RESTORATION BY G.C.	9	$89	$801

United Rentals

BRANCH B77
12488 XENWOOD AVE SOUTH
SAVAGE MN 55378
952-882-6067
952-882-6068 FAX

RENTAL RETURN INVOICE

128154103-001

Job Site

CITY OF RAMSEY PARKING RAMP
7550 SUNWOOD DR NW
RAMSEY MN 55303-5137

Office: 763-559-1100 **Cell:** 612-282-0270

CONSTRUCTION RESULTS CORP.
14170 - 23RD AVENUE NORTH
PLYMOUTH MN 55447

Customer #	: 491709
Invoice Date	: 05/06/15
Rental Out	: 05/06/15 08:00 AM
Rental In	: 05/06/15 02:28 PM
UR Job Loc	: 7550 SUNWOOD DR NW,
UR Job #	: 17
Customer Job ID:	
P.O. #	: 5250
Ordered By	: NED MEYER
Written By	: JOHN MCCMORROW
Salesperson	: JORDAN FISCHER

Invoice Amount: $477.23

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. 8
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 840514
DALLAS TX 75284-0514

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
4	940/9866	BBC 72 CORNER END POST 72"		21.20	40.30	126.00	84.80
4	940/9868	LIFTING LUGS FOR BUILD A BOX (EACH)		2.12	2.12	2.12	8.48
16	940/9852	25 BBP BUILD A BOX PANEL 60"		17.20	47.50	145.00	275.20
1	330/7113	LIFTING BRIDLE 4 LEG X 6'		22.30	54.60	139.00	22.30

Rental Subtotal:	390.78
Agreement Subtotal:	390.78
Rental Protection:	54.71
Tax:	31.74
Total:	477.23

COMMENTS/NOTES:

Ned Meyer 612-282-0270
Customer Pick Up.
(1) 8 T x 5 L x 5 W 4 Sided BAB.

COPY

THIS INVOICE IS ISSUED SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT, WHICH ARE INCORPORATED HEREIN BY REFERENCE.
A COPY OF THE RENTAL AGREEMENT IS AVAILABLE UPON REQUEST.

Construction Results Corporation

Trusted Commercial & Industrial Contractor

TIME & MATERIALS SUMMARY

CHANGE ORDER REQUEST #: #101.R1

DATE: 7/21/2015

DESCRIPTION : Additional Electrical Items

PROJECT : City of Ramsey Parking Garage Enclosure

C.R.C. PROJECT : #5250

	Supervision and Project Management	Horn and Strobe	Receptacles in elect. room for access control equip.	Fire Alarm Piping		TOTALS	RATE	COST
LABOR (MAN-HOURS) :								
LABORER						0.000	$73.22	$0.00
CARPENTER - REGULAR TIME						0.000	$79.16	$0.00
CARPENTER - OVERTIME						0.000	$118.73	$0.00
SUPERINTENDENT						0.000	$92.64	$0.00
PROJECT MANAGER						0.000	$90.61	$0.00
MATERIALS & EQUIPMENT :								
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00
SUBCONTRACTORS :								
COMMON GROUND ELECT.		$700.00	$250.00	$550.00				$1,500.00
								$0.00
								$0.00
								$0.00
								$0.00

Total Change Order Time Extension, to date, from Oringinal S.C.:

21 Work Days

SUBTOTAL =	**$1,500.00**
15% OVERHEAD & FEE =	$0.00
10% OVERHEAD & FEE =	$150.00
BOND COST =	$31.35
TOTAL =	**$1,681.35**

Common Ground
ELECTRIC LLC
3230 Gorham Ave Suite #2
Saint Louis Park MN 55426
952-929-2648
F 952-922-2634

Estimate

Date	Estimate #
7/16/2015	295

Name / Address	Ship To
CONSTRUCTION RESULTS CORP 14170 23RD AVENUE N PLYMOUTH, MN 55447	CITY OF RAMSEY MUNICIPAL PARKING FACILITY RENOVATION 7550 SUNWOOD DRIVE NW RAMSEY, MN 55303

Description	Total
1) Fire alarm horn & strobe - Install conduit and wire from yet to be installed fire alarm system control box to a yet to be identified location that is visible through the windows - ALL WITHIN THE SAME ENCLOSED STAIRWELL. - Fire alarm control box, horn, strobe, and horn / strobe mounting box to be provided by others. - CGE will run the conduit, run the wire, and connect the horn & strobe. Other will do the connections within the fire alarm control box.	~~350.00~~ 700.00 WTF
2) Receptacles in electrical room for low voltage security equipment - Install 2 additional 120v duplex receptacles in mechanical room, to be used by the low voltage security equipment - Security company requested two separate outlets roughly 6" apart	250.00
3) Conduit to 4 fire alarm system modules - ½" conduit from box outside the elevator equipment room, in the same enclosed stairwell, to near the dry pipe system valves to be located in the same stairwell, a 1900 electrical junction box near the system and a piece of flex conduit to each of the 4 modules that they have. - Labor - 2 electricians for 4 hours (8 hrs total) - Material - 1/2" EMT, EMT connectors & couplings, 1/2" flex conduit, flex connectors, cement anchors, misc. truck supplies - Note: all wiring and connections to be made by others, CGE is only installing the conduits.	~~990.00~~ 550.00 WTF
Total	1,500.00 ~~$1,590.00~~

Signature _____

Bill Fossing

From: Elstrom, Perry <PElstrom@braunintertec.com>
Sent: Wednesday, August 05, 2015 8:40 AM
To: Bill Fossing
Subject: RMPF-Pkg Enclosure, Net Cost for Testing North CMU Wall
Attachments: GPR-IR CostEstimate.pdf

Bill,

I planned to send you this yesterday afternoon but our servers crashed company wide and outlook was not available. We are up and running today.

Attached is the cost estimate for the north cmu wall GPR/IR services. The actual T&M cost for those services was $1,611. You requested we determine a net cost. Assuming the north wall would have required the same inspection effort as performed for the south wall, we determined the following net cost....

Non-destructive evaluation (field work), invoice #B034521 =	$1,461.00
Non-destructive evaluation report, invoice forthcoming =	~~150.00~~ 0
Assumed cost of north wall special inspection =	-805.00
Net cost =	~~$806.00~~ 656.00

The assumed inspection cost of $805.00 was based on the following actual costs to complete the similar south wall special inspections....

8 hours inspection at $85/hr =	$680.00
1 trip at $70 =	70.00
0.25 hours PA at $70 =	17.50
0.25 hours PM at $150/hr =	37.50
Total =	$805.00

Regards,
Braun Intertec
Perry Elstrom
612-369-3657
pelstrom@braunintertec.com

INVOICE

BRAUN INTERTEC
The Science You Build On.

PLEASE REMIT TO
Braun Intertec Corporation
NW 7644 PO Box 1450
Minneapolis, MN 55485

Telephone	(952) 995-2000
Fax	(952) 995-2020
Tax I.D.	41-1684205

Bill Fossing
City of Ramsey
c/o SRF Consulting Group
1 Carlson Parkway North, Suite 150
Minneapolis, MN 55447

Date 7/30/2015
Invoice number B034521
Project ID B1506454
Customer account R16289
Customer PO

Ramsey Parking Enclosure Masonry Wall Evaluation

Post construction testing of masonry wall
c/o SRF Consulting Group
1 Carlson Parkway North, Suite 150
Minneapolis, MN 55447

For Professional Services rendered through 7/17/2015

ANALYSIS OF FEES

Consulting Services Detail	$1,164.00
Non-Salary Detail	$297.00
Total Fees	**$1,461.00**

Amount Previously Invoiced: $0.00
Amount Invoiced to Date: $1,461.00

Please pay from this invoice.
Terms: Due on receipt, 1 1/2% per month after 30 days, 18% annual percentage rate.

We accept AMERICAN EXPRESS VISA MasterCard

Projects: B1506454 - Ramsey Parking Enclosure Masonry Wall Evaluation **Invoice number: B034521**

	Employee	Date	Qty/Hours	Rate	Amount
1 - Field Work					
1.1 - Field Work					
Consulting Services Detail					
Radiography Crew(Ir-192)					
	Matthew Schauer				
		7/17/2015	4.50	192.00	864.00
Non-Salary Detail					
Ground Penetrating Radar Equipment (per day)					
	Matthew Schauer				
		7/17/2015	0.50	169.00	84.50
Infared Camera (per day)					
	Matthew Schauer				
		7/17/2015	0.50	275.00	137.50
Trip Charge					
	Matthew Schauer				
		7/17/2015	1.00	75.00	75.00
Total 1.1 - Field Work: Consulting Services Detail					**$864.00**
Total 1.1 - Field Work: Non-Salary Detail					**$297.00**
Total 1.1 - Field Work					**$1,161.00**
Total 1 - Field Work: Consulting Services Detail					**$864.00**
Total 1 - Field Work: Non-Salary Detail					**$297.00**
Total 1 - Field Work					**$1,161.00**
2 - Reporting and Project Management					
2.1 - Reporting and Project Management					
Consulting Services Detail					
Project Engineer/Manager					
	Nicholas Hansen				
		7/16/2015	2.00	150.00	300.00
Total 2.1 - Reporting and Project Management: Consulting Services Detail					**$300.00**
Total 2.1 - Reporting and Project Management					**$300.00**
Total 2 - Reporting and Project Management: Consulting Services Detail					**$300.00**
Total 2 - Reporting and Project Management					**$300.00**
Total Project					**$1,461.00**

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 22 day of July in the year 2014
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

and the Architect:
(Name, legal status, address and other information)

LSA Design Inc.
219 N. Second St.
Suite 302
Minneapolis, MN 55401

for the following Project:
(Name, location and detailed description)

Ramsey Parking Deck Renovation.
Ramsey, MN
Addition of an enclosed parking area within the parking deck.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See Exhibit A – Preliminary Plans

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

.2 Substantial Completion date:

§ 1.3 The Owner and Architect may reasonably rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

.2 Automobile Liability

.3 Workers' Compensation

.4 Professional Liability

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

(Paragraphs Deleted)

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of Exhibit A, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

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.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services	Responsibility (Architect, Owner orNot Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™–2009)		
§ 4.1.2 Multiple preliminary designs		
§ 4.1.3 Measured drawings		
§ 4.1.4 Existing facilities surveys		
§ 4.1.5 Site Evaluation and Planning (B203™–2007)		
§ 4.1.6 Building Information Modeling (E202™–2008)		
§ 4.1.7 Civil engineering		
§ 4.1.8 Landscape design		
§ 4.1.9 Architectural Interior Design (B252™–2007)		
§ 4.1.10 Value Analysis (B204™–2007)		
§ 4.1.11 Detailed cost estimating		
§ 4.1.12 On-site Project Representation (B207™–2008)		
§ 4.1.13 Conformed construction documents		
§ 4.1.14 As-Designed Record drawings		
§ 4.1.15 As-Constructed Record drawings		
§ 4.1.16 Post occupancy evaluation		
§ 4.1.17 Facility Support Services (B210™–2007)		
§ 4.1.18 Tenant-related services		
§ 4.1.19 Coordination of Owner's consultants		
§ 4.1.20 Telecommunications/data design		
§ 4.1.21 Security Evaluation and Planning (B206™–2007)		
§ 4.1.22 Commissioning (B211™–2007)		
§ 4.1.23 Extensive environmentally responsible design		
§ 4.1.24 LEED® Certification (B214™–2012)		
§ 4.1.25 Fast-track design services		
§4.1.26 Historic Preservation (B205™–2007)		
§4.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

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.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Six (6) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Owner's obligation under this paragraph do not relieve the Architect of its obligations under this Agreement.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,

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rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

(Paragraph Deleted)

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

(Paragraphs Deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph Deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Design ($23,271) and Construction Administration Services ($19,393) = $42,664.00
Owner reserves the right to not proceed with Construction Administration portion of the work in the event the City Council elects to not proceed with Project.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Exhibit B – LSA 2014 Hourly Rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

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(Insert amount of, or basis for, compensation.)

Exhibit B – LSA 2014 Hourly Rates

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as otherwise stated below:

(Paragraph Deleted)

(Paragraph Deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit B.

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of

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the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Zero

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Statutory rate per Minn. Stat. § 549.09.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided to the Owner monthly.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
Kurt G. ULRICH City Administrator	JAMES B. LASTER
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
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PAGE 1

AGREEMENT made as of the 22 day of July in the year 2014

...

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

...

LSA Design Inc.
219 N. Second St.
Suite 302
Minneapolis, MN 55401

...

Ramsey Parking Deck Renovation.
Ramsey, MN
Addition of an enclosed parking area within the parking deck.

PAGE 2

See Exhibit A – Preliminary Plans

...

§ 1.3 The Owner and Architect may reasonably rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

PAGE 4

~~§ 3.2 SCHEMATIC DESIGN PHASE SERVICES~~

...

~~§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.~~

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~~§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.~~

...

~~§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.~~

...

~~§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.~~

...

~~§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.~~

...

~~§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.~~

...

~~§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.~~

...

~~§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

...

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~~§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.~~

...

~~§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES~~

...

~~§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.~~

...

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.~~

...

~~§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

...

§ 3.4.1 Based on the Owner's approval of ~~the Design Development Documents,~~ Exhibit A, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

PAGE 5

§ 3.6.2.2 The Architect ~~has the authority to~~ shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

PAGE 8

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Additional Services	Responsibility *(Architect, Owner ~~or Not~~ orNot Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1 Programming (B202™–2009)		

PAGE 9

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

...

.2 Six (6) visits to the site by the Architect over the duration of the Project during construction

...

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

...

.4 Two (2) inspections for any portion of the Work to determine final completion

...

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 10

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. The Owner's obligation under this paragraph do not relieve the Architect of its obligations under this Agreement.

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§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable ~~law, but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

...

~~**§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.**~~

...

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by ~~mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event,

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mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

PAGE 13

[X] Litigation in a court of competent jurisdiction

...

~~§ 8.3 ARBITRATION~~

...

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

...

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

...

~~§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

...

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

...

~~§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

...

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~~§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

...

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

...

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then ~~due and all Termination Expenses as defined in Section 9.7.~~due.

...

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

PAGE 14

Design ($23,271) and Construction Administration Services ($19,393) = $42,664.00
Owner reserves the right to not proceed with Construction Administration portion of the work in the event the City Council elects to not proceed with Project.

...

Exhibit B – LSA 2014 Hourly Rates

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Exhibit B – LSA 2014 Hourly Rates

...

~~§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:~~

...

~~Schematic Design Phase~~		~~percent (~~		~~%)~~
~~Design Development Phase~~		~~percent (~~		~~%)~~
~~Construction Documents Phase~~		~~percent (~~		~~%)~~
~~Bidding or Negotiation Phase~~		~~percent (~~		~~%)~~
~~Construction Phase~~		~~percent (~~		~~%)~~
~~Total Basic Compensation~~	~~one hundred~~	~~percent (~~	~~100~~	~~%)~~

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...

~~§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.~~

...

Exhibit B.

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

PAGE 16

Zero

...

§ 11.10.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~

...

Statutory rate per Minn. Stat. § 549.09.

...

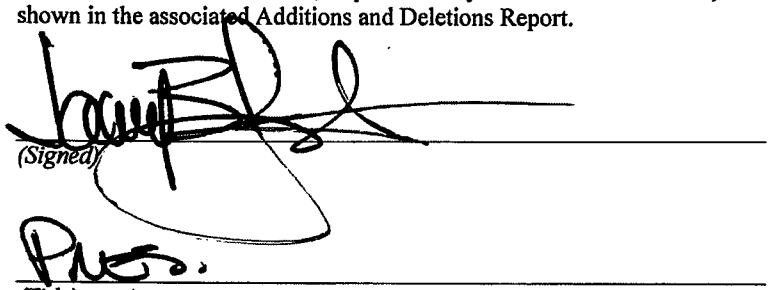
§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be ~~available to the Owner at mutually convenient times.~~provided to the Owner monthly.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:10:07 on 07/02/2015 under Order No. 8583696391 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ - 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

(Title)

7-22-14

(Dated)

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AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor *where the basis of payment is a Stipulated Sum*

AGREEMENT made as of the 19 day of March in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

and the Contractor:
(Name, legal status, address and other information)

Construction Results Corporation
14170 23rd Ave N.
Plymouth, MN 55447

for the following Project:
(Name, location and detailed description)

Ramsey Municipal Parking Facility Enclosure
Ramsey, MN
City Project #14-28 Reissued.

The Architect:
(Name, legal status, address and other information)

LSA Design Inc.
219 N. Second Street
Suite 302
Minneapolis, MN 55401
Telephone Number: 612-339-8729
Fax Number: 612-339-7433

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

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The Contractor shall achieve Substantial Completion of the entire Work not later than July 17, 2015 and Final Completion of the Entire Work no later than August 7, 2015.

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Three Thousand, Four Hundred Forty dollars and zero cents ($ 303,440.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Add Alternate #2 – Spray Foam Insulation has been accepted and is included in the above Contract Sum.

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 5th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

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Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

none allowed

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

§ 8.3 The Owner's representative:
(Name, address and other information)

Kurt Ulrich, City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

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§ 8.4 The Contractor's representative:
(Name, address and other information)

To Be
Determined

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
AIA A201 Supp. Cond	Supp. Cond	March 19, 2015	1-15

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

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23 82 39 ELECTRIC UNIT HEATERS

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§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

S-0 Structural Notes 2-3-15S-1 Floor Plan & Demo Plan 2-3-15S-2 Enlarged Floor Plan 2-3-15S-3 South Elevation 2-3-15S-4 East Elevation 2-3-15S-5 North Elevation 2-3-15S-6 Wall Sections 2-3-15S-7 Details 2-3-15S-8 Details 2-3-15 M000 Mechanical Title/Schedule 2-3-15M100 Mechanical Level 1 Plan 2-3-15M200 Enlarged Mechanical Plan 2-3-15 E000 Electrical Title Sheet 2-3-15E100 Enlarged Electrical Plan 2-3-15
(Table Deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
#1	2-17-15	16
#2	2-20-15	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

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ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

(Table Deleted)

Bonds & Insurance Certificate Attached

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	***CONTRACTOR*** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document A101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:43:47 on 03/19/2015.

PAGE 1

AGREEMENT made as of the 19 day of March in the year 2015

...

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

...

Construction Results Corporation
14170 23rd Ave N.
Plymouth, MN 55447

...

Ramsey Municipal Parking Facility Enclosure
Ramsey, MN
City Project #14-28 Reissued.

...

LSA Design Inc.
219 N. Second Street
Suite 302
Minneapolis, MN 55401
Telephone Number: 612-339-8729
Fax Number: 612-339-7433

PAGE 3

The Contractor shall achieve Substantial Completion of the entire Work not later than July 17, 2015 and Final Completion of the Entire Work no later than August 7, 2015.

...

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§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Three Thousand, Four Hundred Forty dollars and zero cents ($ 303,440.00), subject to additions and deductions as provided in the Contract Documents.

...

Add Alternate #2 – Spray Foam Insulation has been accepted and is included in the above Contract Sum.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 5th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

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.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

...

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

...

none allowed

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[**X**] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

...

Kurt Ulrich, City Administrator
7550 Sunwood Drive NW
Ramsey, MN 55303

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To Be
Determined

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SUPPLEMENTAL CONDITIONS TO AIA 201

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ADVERTISEMENT FOR BID

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PROPOSAL FORM

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NON-COLLUSION AFFIDAVIT

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04810 UNIT MASONRY ASSEMBLIES

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DIVISION 7 - THERMAL AND MOISTURE PROTECTION

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07100 WATERPROOFING SYSTEM

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07200 BUILDING INSULATION

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DIVISION 8 - DOORS AND WINDOWS

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08711 DOOR HARDWARE

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~~Type of insurance or bond~~	~~Limit of liability or bond amount ($0.00)~~

...

Bonds & Insurance Certificate Attached

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Ramsey Municipal Parking Facility Enclosure
Ramsey, MN

THE OWNER:
(Name, legal status and address)
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

THE ARCHITECT:
(Name, legal status and address)
LSA Design Inc.
219 N. Second Street
Suite 302
Minneapolis, MN 55401

ADDITIONS AND DELETIONS:
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended

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appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect

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will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- **.1** Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- **.2** Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- **.3** Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- **.4** Claims for damages insured by usual personal injury liability coverage;
- **.5** Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- **.6** Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- **.7** Claims for bodily injury or property damage arising out of completed operations; and
- **.8** Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction

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of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

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otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the

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Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

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§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

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.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

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§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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PAGE 1

Ramsey Municipal Parking Facility Enclosure
Ramsey, MN

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City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

...

LSA Design Inc.
219 N. Second Street
Suite 302
Minneapolis, MN 55401

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ARTICLE 1 GENERAL PROVISIONS

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:58:20 on 03/19/2015 under Order No. 6807041607 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SUPPLEMENTARY CONDITIONS #1

SUPPLEMENTARY CONDITIONS TO GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION AIA-A 201 VERSION 2007, BETWEEN OWNER THE **CITY OF RAMSEY** AND ~~CONTRACTOR~~CONSTRUCTION RESULTS CORP. ~~_____~~MADE AS OF THE 19~~_____~~ DAY OF MARACH~~_____~~, ~~2011~~2014, (the "AGREEMENT").

1.5.1 Delete first sentence and replace with "The ownership of the Instruments of Service is set forth in the Agreement between the Architect and the Owner." In the last line after the word "consultants'" ~~and~~ add "or Owner's".

2.1.2 Subparagraph; Delete in its entirety.

2.2.1 Subparagraph; Delete in its entirety.

2.2.3 In the first line after the word "and" insert "general"; Add at end:

> The Contractor shall undertake such further investigations and studies as may be necessary or useful to locate existing utilities. In connection with the foregoing, Contractor shall be solely responsible for locating (and shall locate prior to performing any Work) all utility lines, telephone company lines and cables, sewer lines, water pipes, gas lines, electrical lines, including, without limitation, all buried pipelines and buried telephone cables and shall perform the Work in such a manner so as to avoid damaging any such lines, cables, pipes, and pipelines.

2.3. Subparagraph; Line 2; After "or" delete "repeatedly"; Line 2; After "Documents" add "or fails or refuses to provide a sufficient amount of properly supervised and coordinated labor, materials, or equipment so as to be able to complete the Work within the Contract Time or disregards the instructions of Architect or Owner when based on the requirements of the Contract Documents".

2.4. Subparagraph; Beginning in Line 3; After "promptness" add "or fails within such seven-day period to eliminate (or diligently commence to eliminate) the cause of any stop work order issued under Subparagraph 2.3. hereof".

3.2.2 In the second sentence delete "These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however,". In the second sentence after "Contractor" add "or that reasonably should have recognized".

3.2.2.1: Add the following Subparagraph

If any errors, inconsistencies, or omissions in Contract Documents are recognized or reasonably should have been recognized by the Contractor, any member of its organization, or any of its Subcontractors, the Contractor shall be responsible for notifying the Owner and Architect in writing of such error, inconsistency, or omission before proceeding with the Work. The Architect will take such notice under advisement and within a reasonable time commensurate with job progress render a decision. The Architect's decision shall be subject to Owner's approval. If Contractor fails to give such notice and proceeds with such Work, it shall correct any such errors, inconsistencies, or omissions at no additional cost to the Owner.

3.2.3 Subparagraph; in line 3 after "Contractor" add "or any such errors, inconsistencies, omissions, or differences that should reasonably been discovered by a prudent and experienced contractor."

3.2.3.1 . Add the following:

Contractor represents and warrants to the Owner that Contractor (a) is experienced and skilled in the construction of structures and improvements of the type descried in the Contract Documents, and (b) has, by careful examination, satisfied itself as to and has taken into account (i) the nature, location and character of the Project site, including, without limitation, the surface and subsurface (by review of available reports and information) condition of the land and all structures and obstructions thereon, both natural and man-made, and all surface and subsurface (to the extent reasonably identified by review of available reports and information) water conditions of the Project site and the surrounding area; (ii) the nature, location and character of the general area in which the Project site is located; and (iii) all other matters or things which, in the reasonable judgment of the Contractor, could in any manner affect the performance of the Work.

3.3.1. Delete last sentence.

3.4.4: Add the following Subparagraph:
Materials shall conform to manufacturer's standards in effect at the date of execution of the Agreement and shall be installed in strict accordance with manufacturer's directions. The Contractor shall, if required by the Owner or Architect, furnish satisfactory evidence as to the kind and quality of any materials. All packaged materials shall be shipped to the site in the original containers clearly

labeled, and delivery slips shall by submitted with bulk materials identifying thereon the source, and warranting quality and compliance with Contract Documents.

3.5.~~2~~1 Add the following Subparagraph: "The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of this Paragraph for all Work under the Contract."

3.5.2~~3~~ Add the following Subparagraph: "Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for two (2) years and shall be in form and content otherwise satisfactory to the Owner."

3.5.3~~4~~ Add the following Subparagraph: "Warranties shall become effective on a date established by the Owner and Architect in accordance with the Contract Documents. This date shall be the Date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties."

3.7.2 Add "Should the Contractor become aware that any portion of the Contract Documents violate any applicable laws, statutes, ordinances, building codes, rules or rules and regulations, the Contractor shall promptly notify the Architect and Owner in writing, and necessary changes shall be accomplished by appropriate Modification."

3.8.2.3 Delete in its entirety.

3.9.2 Delete last sentence.

3.12.10 Subparagraph; Beginning in Line 15; After "satisfy." add the following: "Provided, however, if required under the Owner/Architect or Owner agreements or related agreements, or if Architect, in Architect's reasonable and professional judgment considers it advisable, Architect shall verify the accuracy and completeness of any or all such calculations or certifications, or both. If any or all such calculations or certifications, or both, are found to be inaccurate or incomplete, or both, Contractor shall assume full responsibility and bear all costs attributable or related thereto, including, without limitation, the expense of Architect's additional services associated with the verification of such calculations or certifications, or both, and the expense of the Architect's additional services made necessary by the failure of such calculations or certifications, or both, to be accurate or complete, or both."

3.14.2 Subparagraph; Line 4; After "with" add "prior"; and beginning in Line 4; Delete "; such consent shall not be unreasonably withheld".

3.18 Paragraph; Delete paragraph in its entirety (see our changes to Article 11, Paragraph 11.6 of these Supplementary General Conditions).

4.1.2 Delete and replace with:

> Owner may at any time employ or retain a licensed architect to perform all or any part of the duties respectively of the Architect hereunder or to exercise any of its rights hereunder. Owner shall notify all parties in writing (setting forth the scope of said replacement Architect's duties and responsibilities) prior to making this change.

4.1.3 Delete in entirety.

~~4.2.1 Subparagraph; Beginning in Line 1; After "Documents" delete the balance of the first sentence of this Subparagraph.~~

~~4.2.13 Subparagraph; Delete in its entirety.~~

5.1.1 Add at end; "Subcontractor shall include all persons or entities who perform Work under the Contract assigned to Contractor ~~as provided in AIA 121~~."

5.2.1 Delete the last sentence.

5.2.3 Subparagraph; Delete the last two sentences in their entirety.

5.3.~~1~~ Subparagraph; Beginning in Line 1; After "appropriate" add "written" and delete "written where legally required for validity,".

5.4 Delete entire section (5.4.1 through 5.4.3).

6.2.3 Delete second sentence.

6.2.4 Subparagraph; At end of subparagraph delete period and add: "or to other completed or partially completed construction or property on the site or to property of any adjoining owner or other party."

7.1.2 Subparagraph; Line 3; Delete "alone" and add "and is subject to the approval of Owner."

7.4 Subparagraph; Line 1; After "authority" add ", subject to the approval of the Owner in each instance."

8.1.3 After “Architect” add “and approved by the Owner”.

8.2.2 Subparagraph; Line 1; Delete “knowingly”.

8.3.1 Subparagraph; Line 3; After “Work” delete the balance of the Subparagraph and add:

or by occurrences beyond the control and without the fault or negligence of the Contractor and which by the exercise of reasonable diligence the Contractor is unable to prevent or provide against, including labor disputes (other than disputes limited to the work force of, or provided by, the Contractor or its Subcontractors), fire, unusual delay in deliveries not reasonably able of anticipation, unavoidable casualties, or by other occurrences which the Architect, subject to the Owner's approval, determines may justify delay, then, provided that the contractor is in compliance with this Agreement, the Contract Time shall be extended by Change Order or Construction Change Directive for the length of time actually and directly caused by such occurrence as determined by the Architect and approved by the Contractor and Owner (such approval not to be unreasonably withheld, delayed, or conditioned); provided, however, that such extension of Contract time shall be net of any delays caused by or due to the fault or negligence of the Contractor or which are otherwise the responsibility of the Contractor and shall also be net of any contingency or “float” time allowance included in the Contractor's construction schedule. The Contractor shall, in the event of any occurrence likely to cause a delay, cooperate in good faith with the Architect and Owner to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal.

9.3.3 Subparagraph; Delete in its entirety and substitute the following:

The Contractor warrants and agrees that title to all Work will pass to the Owner either by incorporation in the construction or upon the receipt of payment therefor by the Contractor, which ever occurs first, free and clear of all liens, claims, security interests, or encumbrances whatsoever, that the vesting of such title shall not impose any obligations on Owner or relieve Contractor of any of its obligations under the Contract, that the Contractor shall remain responsible for damage to or loss of the Work, whether completed or under construction, until responsibility for the Work has been accepted by Owner in the manner set forth in the Contract Documents, and that no Work covered by an Application for Payment will have been acquired by the Contractor, or by any other

person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.5.1.7 Line 1; Delete "repeated".

9.6.1 Subparagraph; Add at end:

The Owner may withhold payment if it reasonably believes that the Architect has issued a Certificate for Payment in error, but only such part of the amount certified for payment the Owner reasonably believes to be in error may be withheld from payment. In such case, Owner, Contractor and Architect shall meet within 10 days to try to reach agreement regarding the amount withheld from payment. Furthermore the Owner may refuse to make payment on any Certificate for Payment for any default of the Contract, including, but not limited to those defaults set forth in Clauses 9.5.1.1 through 9.5.1.7. The Owner shall not be deemed in default by reason of withholding payment while any of such defaults remain uncured.

9.7.1 Subparagraph; Line 1; After "if" add "subject to the provisions of Section 9.6.1."

9.8.1 Subparagraph; Line 1; After "thereof" add "(which the Owner agrees to accept separately)".

9.8.3 Subparagraph; Line 2; After "thereof" add "(which the Owner agrees to accept separately).

9.8.4 Line 1; After "thereof" add "(which the Owner agrees to accept separately)"; and Line 6; After "thereof" add "(which the Owner agrees to accept separately)".

9.8.5 Subparagraph; Line 3; After "thereof" add "(which the Owner agrees to accept separately)".

9.10.4 Subparagraph; Delete in its entirety.

9.10.5 Subparagraph; Line 2; After "unsettled" delete balance of subparagraph and add "on payee's final Application for Payment."

9.11 Add the following Subparagraph: Withholding Taxes: No final payments shall be made to the Contractor until Contractor has provided satisfactory evidence to the Owner that Contractor and each of its Subcontractors has complied with the provisions of Minn. Stat.

§ 290.92 relating to withholding of taxes upon wages. A certificate by the Commissioner of Revenue shall satisfy this requirement.

9.12 Add the following Subparagraph~~" -~~: Payment to Subcontractors: The Contractor shall pay any Subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the Subcontractor. ~~The Contractor shall pay interest of one and one half percent (1½%) per month or any part of a month to a Subcontractor on any undisputed amount not paid on time to the Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100.00 or more is $10.00. For an unpaid balance of less than $100.00, the Contractor shall pay the actual amount due to the Subcontractor.~~"

Commented [JJL1]: This is a contractual issue between the contractor and its sub and does not need to be in the supplemental conditions.

10.2.3 Subparagraph; Beginning in Line 2; Delete "reasonable" and add "all necessary".

10.3.3 Subparagraph; Delete in its entirety.

10.3.6 Subparagraph; Delete in its entirety.

11.3.2 Subparagraph; Delete in its entirety.

11.3.3 Subparagraph; Delete last grammatical sentence.

11.3.5 Subparagraph; Delete in its entirety.

11.3.7 Subparagraph; Delete in its entirety.

11.4.1. Add the following at end of first sentence "The performance and payment bonds are subject to the approval of the City's Attorney's office."

11.~~6~~5 Add the following Subparagraph: INDEMNIFICATION

~~11.6.1:~~

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Owner, Owner's elected officials and employees, Architect and the directors, officers, shareholders, employees and agents of any of the above mentioned parties (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract or (3) the act or omission of Contractor, a Subcontractor or any individual, partnership, joint

venture or corporation (a) directly or indirectly employed by Contractor or a Subcontractor or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by the Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amount thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising from the use and occupation by Owner and its invitees of the building being renovated and expanded pursuant to the Contract or except those arising from the gross negligence of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of the Architect, their agents or employees, arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications or (2) the giving of or the failure to give directions or instructions by the Architect, their agents or employees provided such giving or failure to give is the provided such giving or failure to give is the primary cause of the injury or damage. The liability of the Contractor under this provision shall not exceed the limits of insurance coverage required to be carried by the Contractor under the Contract documents. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner; provided, that Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to Contractor, Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph, Owner, at its option, and without relieving Contractor of its obligations hereunder, may so perform, but all costs and expenses incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject.

The obligations of Contractor under this Section shall survive the expiration or termination of the Contract.

12.1.1 Subparagraph; Line 4; After "Time" add "or Contract Sum".

12.2.1~~.1~~ Subparagraph; Line 1; After "Architect" add ", as incomplete, defective"; Line 3; After "such" add "defective or otherwise"

12.2.2.1 Subparagraph; Line 2; After "of the" add "entire"; after "Work" delete "or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1,"; add "(unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties), or within such longer period of time as may be prescribed by law or in equity,"; Line 4, After "to be" add "defective or otherwise"; Line 6, After "condition." insert "by the Owner."; delete the next sentences and add:

This corrective period shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between substantial Completion and the actual performance of the Work. Corrective Work shall be warranted to be free from defects for a period equal to the longer of six (6) months after the completion of the corrective Work or one (1) year after the Date of Substantial Completion (subject to extension as previously described) or such longer period of time as may be prescribed by law or in equity, or expiration of the term of any applicable special warranty, if applicable, required by the Contract Documents. Any defect in such Work shall be corrected again by Contractor promptly upon notice of the defect from the Owner. This obligation under this subparagraph 12.2.2.1 shall survive acceptance of the Work under the Contract and termination of the Contract.

12.2.2.3 Subparagraph; delete in its entirety.

12.2.4 Subparagraph; Line 2; After "caused" add "in whole or in part"; and Line 3 After "is" add "defective or otherwise".

12.2.5 Subparagraph; Line 2; After "Documents" delete the period and add "or under law or in equity.", and delete "of one year".

12.3 Subparagraph; Line 1; After "is" add "defective or otherwise".

~~13.2.2 Subparagraph; Line 2; After "Project" add "or a Construction Manager."~~

13.3.1 Subparagraph; Delete 13.3 in its entirety and substitute the following:

All notices to be given hereunder shall be in writing, and may be given, served or made by depositing the same in the United States mail addressed to the authorized representative (as specified in Subparagraph 13.3 hereof) of the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to the said authorized representative of such party, or by delivered via telegraph or facsimile to a location or number designated by such party, followed by mailed notice as provided above. All notices to be given to the parties hereto shall be sent to or made at the addresses set forth herein below. By giving the other parties at least seven (7) days' written notice thereof, the parties hereto shall have the right to change their respective addresses and specify as their respective addresses for the purposes hereof any other address in the United States of America.

.1 Address of Owner:
City of Ramsey
City Hall
7550 Sunwood Drive NW
Ramsey, MN 55303

.2 Address of Contractor:

To Be Determined

.3 Address of Architect:
LSA Design Inc.
219 North Second Street
Suite 302
Minneapolis, MN 55401

13.3.2: Add the following Subparagraph:

The parties hereby designate and appoint the following persons, whose addresses are as designated in Subparagraph 13.3 hereof, as their representatives, respectively, to receive all notices and communications hereunder and, to the extent of their obligations

hereunder, to act for them in all respects

.1 For Owner:

_____

.2 For Contractor:

.3 For Architect:

_____

Either party may designate from time to time, by appropriate written notice to the other as provided for in Subparagraph 13.3 hereof, other or additional representatives."

13.4.2 Subparagraph; Line 1; Delete "Owner, Architect or Contractor" and insert "Owner or Architect."

~~13.5.3 Subparagraph: Line 2; After "Work" add "is defective or otherwise fails".~~

13.5.6 Subparagraph; Line 2; Delete "unreasonable".

13.7 Subparagraph; Lines 3 and 4; Delete "but in any case not more than 10 years after the date of Substantial Completion of the Work".

13.~~7~~8 ~~Delete in its entirety, and substitute~~ Add the following Subparagraph: Hiring 13.~~7~~8: Contractor agrees:

.1 that in the hiring of common or skilled labor for the performance of the Work, Contractor shall not, by reason of race, creed, age, sex, religion, national origin, marital status, status with respect to public assistance, disability, age or sexual preference, discriminate against persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
.2 that Contractor shall not, in any manner, discriminate against or intimidate or prevent the employment of any persons identified in .1 of this subparagraph, or on being hired, prevent, or conspire to prevent persons from the performance of work under any Contract on account of race, creed, age, sex, religion, national origin, marital status, status with respect to public assistance, disability, age or sexual preference;

13.98 Add the following Subparagraph: Audits 13.8

The books, records, documents and accounting procedures and practices of the Contractor or other parties relevant to this Agreement are subject to examination by the Owner and either the Legislative Auditor or the State Auditor as appropriate.

13.109 Add the following Subparagraph: Data Practices Act Compliance: 13.9:

The Contractor shall at all times abide by Minn. Stat. § 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the same is applicable to data and documents in the possession of the Contractor.".

13.110 Add the following Subparagraph: Worker's Compensation: 13.10

Contractor represents and warrants that it has and will maintain during the performance of this agreement worker's compensation insurance coverage required pursuant to Minn. Stat. § 176.181, subd. 2 and that the certificate of insurance or the written order of the Commissioner of Commerce permitting self insurance of worker's compensation insurance coverage provided to the Owner prior to execution of this Agreement is current and in force and effect.

13.121 Add the following Subparagraph: Conflicts: 13.11

No salaried officer or employee of the Owner and no member of the Commission shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void. Any federal regulations and applicable state statutes shall not be violated.

~~13.12 Add the following Subparagraph: Limitation of Remedies: 13.12~~

~~Neither party shall be entitled to recover punitive damages in the event of a breach of the Agreement.~~

14.1.1.4 Clause; Delete in its entirety.

14.1.3 Subparagraph; Delete in its entirety and substitute the following:

If one of the above reasons exists through no act or fault of the Contractor, a subcontractor, or a sub-subcontractor, their agents or

employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, the Contractor may, upon fourteen (14) days' written notice to the Owner and Architect, terminate the Contract, unless this reason is cured prior to the expiration of the notice period, and recover from the Owner payment of Work properly executed in accordance with the Contract Documents (the basis for such payment shall be as provided in the Contract) and for payment for costs directly related to Work thereafter performed by Contractor in terminating such Work including reasonable demobilization and cancellation charges provided said Work is authorized in advance by Architect and Owner.

14.1.4 Subparagraph; Delete in its entirety and substitute the following: "The Owner shall not be responsible for damages for loss of anticipated profits on Work not performed on account of any termination described in Subparagraphs 14.1.1 and 14.1.2."

14.2.1.1 Clause; Line 1; Delete "repeatedly"; After "materials" add "or equipment";

14.2.1.2 Clause; Line 1; After "materials" add "and/or equipment";

14.2.1.3 Clause; Line 1; Delete "repeatedly".

14.2.1.4 Clause; Delete in its entirety and add "disregards the instructions of Architect or Owner (when such instructions are based on the requirement of the Contract Documents);"; and add the following two Clauses:

.5 is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or a trustee or receiver is appointed for Contractor or for any of its property, or files a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws; or
.6 otherwise does not fully comply with the Contract Documents.

14.2.2 Subparagraph; Beginning in Line 1, after "Owner" delete ", and upon certification by the Architect that sufficient cause exists to justify such action,"; Line 3; After "notice" delete the balance of the Subparagraph and substitute the following: "(except in cases of emergency as reasonably determined by Owner), terminate the services of the Contractor and may;"; ".1 take possession of the site and Project and of all materials, equipment, tools and construction equipment and machinery thereon owned, rented, or leased by the Contractor, .2 accept assignment of Subcontracts pursuant to Paragraph 5.4; and .3 finish the Work by whatever method the owner may deem expedient."

14.2.3 Subparagraph; Add at the end:

The Owner may withhold from any final payment due the Contractor such amounts as are incurred or expended by the Owner on account of the termination of the Contract, including architect and attorneys fees."

14.2.4 Subparagraph; Delete in its entirety and substitute the following:

To the extent the costs of completing Work, including compensation for additional professional services and expenses, exceed those costs which would have been payable to Contractor to complete the Work except for Contractor's default, Contractor will pay the difference to Owner, and this obligation for payment shall survive termination of the Contract. Such costs incurred by Owner will be determined by the Owner and confirmed by the Architect.

15.1.4 Add at the end; "The Contractor waives any entitlement to claims for additional cost if it fails to comply with the notice requirements herein."

15.1.5.1 Add at the end; "The Contractor waives any entitlement to claims for additional time if it fails to comply with the notice requirements herein."

15.1.6 Delete in its entirety and replace with the following: "The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. The waiver includes damages incurred by the Contractor for principal office expenses including the compensation or personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This wavier is applicable to all consequential damage due to the Owner's termination in accordance with Article 14."

15.3.2 Lines 1 through 3; Delete "which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement".

15.4.1 Lines 2 through 4; Delete "which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement".

15.4.4.2 Lines 2 and 3: Delete "provided that the party sought to be joined consents in

writing to such joinder".

CC Regular Session **7. 9.**

Meeting Date: 08/25/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Review and Adopt Future Business Park Infrastructure Analysis

Purpose/Background:

PURPOSE:

The purpose of this case is to adopt a report from Bolton & Menk on required infrastructure improvements to the City's future business park.

Due to the complexity and length of this report, Staff would like to provide an opportunity for Bolton & Menk to present this report to the City Council from a "high level" perspective. This will allow for face-to-face dialog and questions.

Background (on this study):

Please see attached Request for Qualifications (RFQ) document. This study was authorized by the City Council on March 10, 2015.

Next Steps/Process:

Please see attached process outline. If the attached report is adopted, staff intends to initiate step #4 as stated:
Develop Economic Development Analysis
? Staff intends on contracting out an Economic Development Analysis to include the following items:
i. cost-benefit analysis (does this make sense for the City of Ramsey?)
ii. market analysis (is this viable in the marketplace?)
iii. comparison chart to other cities (what are other cities doing, including financing?)
iv. list of alternatives and recommendations (what options exist for moving forward?)

Notification:

NA

Observations/Alternatives:

NA

Funding Source:

TIF 1

Recommendation:

Staff has reviewed and revised this document. The Economic Development Authority (EDA) has reviewed this document two times. Additionally, the Planning Commission has also reviewed this document from a compliance with the Comprehensive Plan perspective. Attached are EDA minutes from July and August and the Planning Commission Minutes from August. Staff and the EDA recommend moving forward with adopting this report. Please see attached process outline for next steps.

Action:

Motion to:
Adopt the adopt the attached infrastructure study prepared by Bolton & Menk; subject to final revisions by the City Engineer.

NOTE: staff welcomes discussion/ input on next steps.

Attachments

Future Business Park Process Outline 08202015
Business Park Report 08192015
RFQ (background on report)
Preliminary Economic Develoment Analysis (March 2015)
July EDA Minutes
Planning Commission Minutes dated August 6, 2015

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	08/20/2015 11:21 AM
Kurt Ulrich	Kurt Ulrich	08/20/2015 11:48 AM
Form Started By: Patrick Brama		Started On: 08/20/2015 07:26 AM
Final Approval Date: 08/20/2015		

Future Business Park Process

1. **Identify Need** — Early 2013
   - City is running low on space available in existing business parks. Outside of a couple challenged pieces, inventory has been nearly saturated in Ramsey. Direction received from EDA and City Council in early 2013 to investigate potential solutions. Due to the great recession, this issue has remained silent to-date, as the needs of expanding businesses have been filled by existing vacant industrial space.

2. **Identify Potential Solution** — 2013/ Early 2014
   - EDA reviewed six potential locations. With a public input process provided by the Planning Commission, the EDA/Council identified the area west of Armstrong Boulevard, on the north side of U.S. Highway 10 as the preferred location.

3. **Develop Base Information Related to Development Costs** — 2015
   - In order to have a competitive business park/ economic development program, the City's new business park needs to attain a development ready status. In other words, all "arterial/ trunk" public infrastructure and utilities need to be completed (to the edge of the business park).

   - As a result, a public infrastructure feasibility analysis was completed by Bolton & Menk. This information sets a foundation for an "Economic Development Analysis" and future "policy discussions" (i.e. base input data was attained).

4. **Develop Economic Development Analysis** — 2015
   - Staff intends on contracting out an Economic Development Analysis to include the following items:
     i. cost-benefit analysis (does this make sense for the City of Ramsey?)
     ii. market analysis (is this viable in the marketplace?)
     iii. comparison chart to other cities (what are other cities doing, including financing?)
     iv. list of alternatives and recommendations (what options exist for moving forward?)

5. **Policy Discussion** — 2015/ Early 2016
   - The EDA and City Council will need to have a policy discussion regarding the follow items:
   - Do we want to move forward with pursing a new business park?
   - If yes, how would we like to proceed?
     i. should we be proactive with constructing arterial infrastructure?
     ii. should we own land or place an option to purchase land?
     iii. what should the relationship be with third party property owners?
     iv. how much land should be targeted now, and in the future?
     v. if the City gets involved, what is the funding source?
     vi. what is our targeted timeline?
     vii. are we willing to provide incentives?

6. **Take Action/Implementation** — 2016

Preliminary Report

for

Future Business Park

City of Ramsey

DRAFT

August 19, 2015

Prepared by: Bolton & Menk, Inc.

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APPENDIX B – TRAFFIC STUDY
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INTRODUCTION

The Ramsey City Council and Ramsey Economic Development Authority (EDA) have identified the need to prepare for the development of a new business park within the City. The City is targeting a large area of privately owned green-field space located on the north side of Trunk Highway 10, west of Armstrong Boulevard, for a future Ramsey Business Park. Currently, the City is in the process of rezoning this area to meet future land use goals. Figure 1 in Appendix A depicts the general area of the business park and study area.

The future business park is one component (about 92 acres) of a larger green-field area ready for development (about 350 acres). This larger green-field area includes areas for single-family residential development (about 118 acres), medium-density residential (about 31 acres) and room for a future private school campus (about 90 acres). In addition to green-field development, the City expects a portion of existing adjoining light-industrial space to be redeveloped into a traditional retail/commercial area (about 42 acres). See Figure 2 in Appendix A for future land use goals.

The City's future business park, and larger developable green-field area, will be served by the future Trunk Highway 10/Armstrong Boulevard (CSAH 83) interchange. Construction of this interchange began in the spring of 2015 and is expected for completion in the spring of 2017. The City expects the construction of this major interchange to increase the demand for development of this green-field area; and the future Ramsey Business Park.

The primary roadway system serving this developable area is Bunker Lake Boulevard and Puma Street. These roadways are both Municipal State-Aid (MSA) streets. This analysis includes studying traffic impacts resulting from the future business park (along with other users), examining the feasibility of constructing supporting infrastructure, and developing preliminary design layout plans and specifications.

STUDY CONTENT

The primary purpose of this analysis is to determine minimum required infrastructure needs and costs associated with developing the green-field area. Roadways and intersections included in the study are as follows:

- Bunker Lake Boulevard from Armstrong Boulevard to Puma Street,
- Puma Street from Bunker Lake Boulevard to Alpine Drive,
- The Bunker Lake Boulevard/ Armstrong Boulevard intersection,
- The Bunker Lake Boulevard/ Puma Street intersection,
- The Puma Street/ Alpine Drive intersection, and

- The Armstrong Boulevard/ Alpine Drive intersection.

Figure 3 in Appendix A depicts the roadways and intersections included in this analysis.

Our analysis consists of four separate components that, when tied together, provide an overview of the corridor needs:

- **Traffic Impact Study** – Defines the needs of the roadways and intersections in the study area,
- **Regional Storm Water Analysis** – Defines conceptual storm water ponding needs,
- **Preliminary Design Layout** – Provides a graphical depiction of the roadways and intersections, and
- **Final Report** – Describes required infrastructure improvements, layouts and costs.

INITIAL INFORMATION

Prior to the study, the City of Ramsey provided the following information and guidance for the study area.

- The City is not master-planning this entire developable area. It is unknown where internal driveways, roadways and curb-cuts will be needed. Therefore, the design of Bunker Lake Boulevard and Puma Street should not include any new curb-cut locations.
- Stubbing of sewer and water utilities along Bunker Lake Boulevard and Puma Street should be completed at regular intervals based on future land use needs.
- Cost estimations and design should include: roadway, trails/sidewalks, storm water management, street lighting, trunk water service and trunk sewer service.
- The intersection of Bunker Lake Boulevard and Armstrong Boulevard was constructed in 2011. Verification that this intersection was constructed to accommodate traffic demands must be completed.
- The City has adopted Comprehensive Sanitary Sewer and Water Plans. These plans should be reviewed and consulted as forecasting and design work is completed.
- Regional storm water considerations and solutions should be included in the study.

GENERAL DISCUSSION

While the primary focus of the analysis is related to providing infrastructure to serve development, additional considerations can influence decision-making. The following items were considered throughout the course of the analysis.

Right-of-Way Requirements

While it is anticipated that most of the improvements will be development driven, and Right of Way will be secured through the platting process, understanding and documenting the potential needs will allow the City to plan in advance for acquisitions. The City can then provide that documentation to developers as they begin to consider options within the study area.

Phased Improvements

While there is a general understanding of the improvements required to ultimately serve the area, sequencing of the improvements will allow for planning and fiscal responsibility. Our understanding of the most logical phasing sequence includes:

- **Phase 1** – Complete construction of Bunker Lake Boulevard from Armstrong Boulevard to the westerly school property driveway. Sanitary sewer and water have already been extended to this point.
- **Phase 2** – Construction of Bunker Lake Boulevard from the Phase 1 limits to Puma Street. Construction of Puma Street from Bunker Lake Boulevard to the north. The northerly limits along Puma Street will be the approximate location of a lift station required to serve areas further to the north and west.
- **Phase 3** – Completion of improvements along Puma Street.
- **Future Phases** – We verified the improvements considered can service areas beyond Phase 3. For instance, the gravity sanitary sewer can serve areas west of Puma Street. No further work was completed beyond Phase 3 other these verifications.

Costs for each phase were developed to allow for the City to plan for the sequenced implementation of the improvements. The anticipated phasing is depicted on Figure 4 in Appendix A.

Jurisdictional Authority/Approvals/Permits

As the project moves from the planning stages to design and construction, permits will be required from various agencies. Understanding and planning for requirements associated with obtaining permits and approvals at this time will be critical to the ultimate success of the process. The following agencies will be permitting entities for considered improvements:

- Minnesota Department of Transportation State Aid: Bunker Lake Boulevard and Puma Street are State Aid routes,
- Minnesota Pollution Control Agency: NPDES Storm Water Permit,
- Minnesota Pollution Control Agency: Sanitary Sewer Extension Permit,
- Minnesota Department of Health (MDH): Watermain Extension and Dewatering,

- Anoka County: Work in Right of Way, and
- Lower Rum River Watershed Management Organization: Storm Water.

Recent Improvements

Improvements to the area were completed in 2011. The street and utility improvements completed at that time included:

- Extension of sanitary sewer along the west side of Armstrong Boulevard from just north of Sunwood Drive to Bunker Lake Boulevard,
- Extension of watermain from the east side of Armstrong Boulevard to the west side of Bunker Lake Boulevard,
- Extension of sanitary sewer and watermain in newly platted Bunker Lake Boulevard right-of-way,
- Development of a storm sewer system to service the street and right-of-way requirements,
- Extension of Bunker Lake Boulevard roadway,
- Paving of Puma Street, and
- Extension of a bituminous trail along Puma Street from Bunker Lake Boulevard to Alpine Drive.

All of the improvements completed at that time were consistent with the City's Comprehensive Plans.

UNDERSTANDING PREVIOUS IMPROVEMENTS

Significant consideration and planning was completed prior to completion of the improvements constructed in 2011. Understanding the thoughts behind previous improvements can help avoid omissions when considering future improvements.

Street and Trail Improvements

Bunker Lake Boulevard

The previous improvements provided a two-lane roadway from Armstrong Boulevard to Puma Street. The roadway was designed to allow for future widening and expansion as development and other potential transportation improvements surrounding the area increased traffic on this roadway. It was anticipated that ultimate expansion of Bunker Lake Boulevard to two lanes in each direction with center turn lane would be required for future development along Bunker Lake Boulevard.

The Comprehensive Plan indicates that projected traffic on this roadway could be 11,000 ADT if the street is part of a future Mississippi River crossing. Without being part of a River crossing, the Comprehensive Plan provides 20-year projections of 5,000 ADT.

The roadway was located within the right-of-way to provide future flexibility in roadway expansion with minimal modifications to what will be constructed.

Puma Street

Improvements to Puma Street were evaluated because of the need to extend Bunker Lake Boulevard to Puma Street, a distance of about one-half mile.

Puma Street received only minimal improvements, being widened from 18 feet width to 24 feet and paved with 2 inches of bituminous over 6 inches of aggregate base. More significant upgrades to the roadway were anticipated, but not completed at that time.

The anticipated future requirements included a 32 foot wide street with curb and gutter with full base and pavement improvement.

Bituminous Trails

A 10-foot wide bituminous trail was constructed along the north side of the Bunker Lake Boulevard from Armstrong Boulevard to Puma Street and on the west side of Puma Street from Bunker to Alpine Drive.

Intersections

Bunker Lake Boulevard and Armstrong Boulevard was reconstructed to include turn lanes and signalization.

Sanitary Sewer Improvements

Sanitary sewer was extended north along the west side of Armstrong Boulevard from 146th Avenue/Sunwood Drive NW to Bunker Lake Boulevard. To meet the Comprehensive Sanitary Sewer Plan and serve additional areas beyond the study area, a 21-inch sewer main was constructed. It was intended to extend the 21-inch trunk sewer further to the north to service Fire Station No. 1 and the proposed future location of the water treatment plant.

In accordance with the Comprehensive Plan, an 18-inch sanitary sewer was extended westward along Bunker Lake Boulevard. This line will provide service to the study area, as well as future development that may occur on the south side of Bunker Lake Boulevard, and could be further extended in accordance with the Comprehensive Plan.

Water Distribution and Supply Improvements

Watermain was extended across Armstrong Boulevard from the main on the east side of Armstrong Boulevard. From there, the watermain was further extended westward in Bunker Lake Boulevard.

It was planned to extend this trunk watermain west to Puma Street and north to Alpine Drive via

Puma Street to provide future looping and provide water to un-serviced areas and future developments. Loops within future development would be utilized to promote reliability and functional flexibility as well as promoting fresh water moving throughout the system.

It was previously determined that the elevated storage for the City of Ramsey is adequate to provide fire flow to the study area. The distribution system was also found to be adequate to move the water from the City's three towers to the study area.

Additional Consideration:

The right-of-way of Bunker Lake Boulevard could be utilized for a future route of a 30-inch raw watermain from a future intake on the Mississippi River to the proposed site of the water treatment plant, just south of Fire Station No. 1. Because the exact location of the intake and raw watermain alignment had not yet been determined, no provisions were made during the previous improvements.

Storm Water Management

Drainage for the study area is essentially sheet flow to the center of the site to existing wetlands, and then easterly through the wetlands and through a culvert under Armstrong Boulevard. Runoff continues to flow into the actively developing COR area.

A storm sewer system was installed in Bunker Lake Boulevard to manage the storm water runoff within the right-of-way. We anticipate that this included considerations for the future widening and extension of Bunker Lake Boulevard as well.

Extensive hydraulic modeling was refined and detail added to represent preliminary storm water management conditions for future development scenarios.

ADDITIONAL ANALYSIS

As a portion of this analysis, we completed traffic and storm water studies and reviewed City Comprehensive Plans for sanitary sewer and water main needs for the study area. The traffic study is included as Appendix B and the storm water study is included as Appendix C to this report. The following is a summary of results for the various analyses and reviews.

Traffic Analysis

The traffic analysis was completed to determine required lane geometry for Bunker Lake Boulevard and Puma Street, along with turn lane requirements at four intersections in the study area.

The Future Business Park development is proposed north of Trunk Highway (T.H. 10) and west of Armstrong Boulevard. Armstrong Boulevard is a critical north-south corridor for the City of Ramsey, Anoka County, and the region carrying traffic from T.H. 10 to surrounding areas. The Business Park development includes residential, business park, commercial, and institutional land uses. These land uses result in an increase of 18,500 to 23,300 trips per day into and out of the area at full build.

The traffic increase from both the background growth and the development results in a need for capacity improvements at individual roadways and intersections in the study area. The following concise summary of improvements should be completed based on the mitigation necessary to achieve acceptable operations. For the 2040 Full-Build scenario, operations can be improved, but will still be considered unacceptable at many of the intersections. This is due to the large amount of traffic entering and exiting on Bunker Lake Boulevard and Armstrong Boulevard. Short term improvements are intended to mitigate current safety or operations problems, mid-term improvements are needed to accommodate both development and background traffic growth, and long-term improvements are needed to handle the overall development to year 2040.

Exact timing for improvements will be based upon the actual development timing and background traffic growth. Short Term improvements can be considered as the minimum requirements based on projected traffic growth. Mid Term and Long Term improvements are considerations and may ultimately be required to serve the area.

Short Term Improvements

- Bunker Lake Boulevard (west of Armstrong Boulevard): Expand to a four lane section for development.
    - The eastbound approach should include a 300 foot left turn lane, two through lanes, and one right turn lane.
    - A full median should be provided to the west end of the commercial area.
    - A full access should be at least 845 feet from Armstrong Boulevard and a right in/right out access should be at least 470 feet from Armstrong Boulevard.
- Bunker Lake Boulevard (west of commercial section): Expand to a four lane section for development (two westbound through lanes, one eastbound through lane and one center left turn lane).
    - Right turn lanes (locations and lengths) will be determined based on development type.
    - Outside westbound through lane drops to a right turn lane into the school property.
- Puma Street: Expand to a three lane section for development (two through lanes and one center left turn lane).
    - Right turn lanes (locations and lengths) will be determined based on development type.
- Bunker Lake Boulevard & Puma Street: An all-way stop, two-way stop, or roundabout will operate adequately at this intersection for the 2040 Full-Build conditions. The roundabout option may offer better operations than the other two options at 2040 Full-Build.

Mid-Term Improvements

- Armstrong Boulevard & Alpine Drive: Add northbound and southbound left turn lanes. Modify eastbound and westbound lanes to include a thru/left and a right turn lane.
- Alpine Drive & Puma Street: Add a westbound left turn lane and eastbound right turn lane.
- Armstrong Boulevard & Bunker Lake Boulevard: Re-stripe southbound lanes to include a dual southbound left turn lane. A southbound double left turn lane will help reduce queues entering the COR development. Improvements were done in 2011 to this intersection and a future southbound left turn lane was designed, but not striped.

Long-Term Improvements

- Armstrong Boulevard & Bunker Lake Boulevard: Modify the southerly eastbound through lane to a through-right lane. Another option would be to keep the two through lanes and modify the right turn lane into a free right with an add lane that runs south to T.H. 10.

Alternative Improvements

At several locations along the corridor, opportunities exist for implementation of alternative alignments. These are depicted as options to consider based on development concepts. Alternative concepts are depicted at the intersection of Bunker Lake Boulevard and Puma Street (Figure 10) and the intersection of Puma Street and Alpine Drive (Figure 12). The alternatives are provided for future discussion and will not significantly impact project costs.

Figures 5 through 12 in Appendix A depict future roadway and intersection improvements in the study area.

Sanitary Sewer and Water Main

An 18-inch sanitary sewer main was extended west along Bunker Lake Boulevard as a portion of the 2011 improvements. Based on information contained in the Comprehensive Plan, The 18-inch line will be extended along Bunker Lake Boulevard and north along Puma Street. North of the Puma Street/Bunker Lake Boulevard intersection, grade becomes an issue and a sanitary sewer lift station is required to serve areas further north and west. Phase 3 costs include the lift station, valve vault and forcemain. North of the lift station, the Comprehensive plan indicates a 12-inch gravity main will be adequate to convey sanitary sewer flows from the area. For this analysis, we included an allowance for 8-inch service lines to be extended to properties along the corridor.

A 16-inch water main was extended west along Bunker Lake Boulevard as a portion of the 2011 improvements. The Comprehensive plan indicated that either a 12-inch or a 16-inch water main would be required along Bunker Lake Boulevard and Puma Street, depending on the final selected location of a

future water treatment plant to be constructed in this area. For our analysis, we assumed a 16-inch water main would be constructed, with hydrants and service lines extended to the properties.

Figures 13 through 15 in Appendix A depict sanitary sewer and water main improvements.

Storm Water Management

Storm water management concepts were developed to maintain existing drainage patterns and preserve the conveyance and flood storage capacity of the primary wetland corridor that bisects the area. This will restrict development along the wetland corridor and retain the pre-development flood capacity, thereby maintaining existing flow rates into the COR.

The study area can be segmented into three drainage districts, generally delineated by future land use. Figure 16 in Appendix A displays the drainage area breakdown and a general regional pond layout. The drainage area consists of a multi-use site (Area 1), residential area (Area 2), and commercial and industrial sites (Area 3). The watersheds were modeled under future land use conditions to generally size retention ponds to meet existing flow rates. The ponds were also located with respect to potential storm sewer depths, reductions in wetland impacts, maximization of developable area and potential aesthetic function.

The ponds depicted on Figure 16 in Appendix A depict areas that are best suited for regional rate control basins only. Additional design parameters and regional storm water management planning should be further refined as the areas begin to develop.

Cost estimates were not developed for the regional pond construction or internal site storm sewer conveyance. It is anticipated that costs associated with pond construction will be completed by the developer as a portion of the site grading. Also, it is assumed that internal site drainage will be accommodated by dry swales and ditch systems to reduce storm sewer costs.

Street Lighting

The costs included for street lighting were derived from recent projects within the City of Ramsey and are considered to be reasonable costs associated with providing street and pedestrian lighting along the corridors. Costs include conduit, wiring and the actual light fixtures to be installed. The density of the lighting fixtures is similar to the level provided along the recently constructed Riverdale Drive, east of Armstrong Boulevard. Our understanding is the spacing may be increased (decreasing the number of fixtures) for Phases 2 and 3. This may slightly reduce the costs associated with these phases. The costs provided are considered conservative for that reason and may be reduced depending upon the types of developments proposed.

Trails/Sidewalks

Existing trails were previously constructed along the north side of Bunker Lake Boulevard and the west side of Puma Street. Project costs were prepared which include trails along the south side of Bunker Lake Boulevard and the east side of Puma Street.

Phase Transitions

There is the potential for portions of the roadways to be constructed to wider sections than currently exist. If this occurs, the new roadways will need to taper to meet the existing roadway widths. The tapered sections will then be removed as the next phase of improvements is completed. Costs were included in each phase for these tapering sections.

Right Turn Lane Additions

The roadways depicted in the exhibits depict through lanes and left turn lanes. Right turn lanes will be required at each access off of Bunker Lake Boulevard and Puma Street. Individual access locations were not considered in this study, and so the locations and lengths of right turn lanes were not considered at this time. The actual access locations will be dependent upon the type of land use and internal site characteristics. We included allowances for the right turn lanes in each phase for budgeting purposes.

Landscaping

The base project includes a very utilitarian approach to the area. Bituminous trails and lighting were included, but other features, such as trees, shrubs, decorative features and monuments are not included in the estimated project costs.

Right of Way and Easements

Locations of right of way needs are depicted on the exhibits based on roadway and trail needs. The exact areas will need to be determined during the platting process. We assumed that the rights of way would be dedicated as a portion of the development process and no costs are included in the project costs for acquisitions.

Timing of Improvements

While the improvements discussed and depicted in the exhibits will be required to support the area, timing of the improvements will most likely be dependent upon each proposed development. For instance, the portions of Lot 8 (See Figure 17) that are within Phase 1 could potentially be developed without further public improvements being required immediately. Roadways and intersections are adequate to support development of this parcel and trunk sanitary sewer and trunk water have been extended through this area. In cases such as this, the properties would most likely be assessed at such time as the City determines the public improvements are necessary.

As individual developments are considered, the public infrastructure will need to be reviewed and determinations made as to its adequacy. As upgrades, extensions and improvements are determined to be necessary, funding strategies will need to be developed which may include full of partial assessments to benefitting properties.

COST CONSIDERATIONS

Costs were developed based upon phased implementation. The phasing is as depicted on Figure 4 in Appendix A. All costs presented in the following pages are 2015 costs, with no allowance for inflation.

Improvement Type	Phase 1	Phase 2	Phase 3
Roadway	$ 1,427,000	$ 1,383,000	$ 1,626,000
Trails/Sidewalks	$ 220,000	$ 146,000	$ 175,000
Storm Water Management	$ 0	$ 0	$ 64,000
Street Lighting	$ 143,000	$ 104,000	$ 126,000
Trunk Water	$ 19,000	$ 219,000	$ 247,000
Trunk Sanitary Sewer	$ 11,000	$ 188,000	$ 654,000
Total Costs/Phase	$ 1,820,000	$ 2,040,000	$ 2,892,000

The above costs are considered project costs and include 30% contingencies and project development costs. Project development costs include administrative, engineering, and fiscal related costs.

The roadway costs include allotments for phase transitions associated with tapering pavements sections to match in-place sections where required, and subsequent removals of the transition areas. Right turn lanes are not depicted on the graphics, but will be required. The actual right turn lane locations and lengths will be determined by the entrance locations, land use and associated traffic impacts. Costs are included for right turn lanes in the roadway estimate.

Street lighting costs are based upon recent installations within the City of Ramsey.

For storm water management, costs were included for manholes, catch basins, and pipe within the street sections and included in the roadway costs. No costs for ponding were included for Phases 1, and 2. For Phase 3, ponding costs were included for excavation related activities. We assumed a ponding area would be acquired through the platting process, and ponding within a development site would be expanded to include volume for roadway drainage.

The Phase 2 limits are based upon the area that can be served by a gravity sanitary sewer system. The Phase 3 sanitary sewer costs include a lift station and forcemain.

COST ALLOCATION ALTERNATIVES

The costs, or a portion of the costs, of the improvements are typically allocated back to adjacent properties through the use of assessments, fees and other methods. The costs are typically allocated in a way that is equitable to the properties benefitting from the improvements. Public improvements that will become City owned and maintained are typically constructed through a public process, while secondary improvements are constructed by the property owner. For our analysis, we assumed the following items would be constructed through the public process:

- Roadways, including storm water conveyance systems,
- Trunk Water Facilities,
- Trunk Sanitary Sewer Facilities,
- Trails, and
- Street Lighting.

While the street lights will most likely be installed by a private utility and the trails could potentially be constructed by the property owner, we have included these items as public improvements.

Other improvements were considered secondary and are typically the property owner's responsibility to install:

- Sanitary Sewer Service Extensions,
- Water Service Extensions,
- Natural Gas Lines to Buildings,
- Telephone Service to Buildings,
- Electric Service to Buildings,
- Site Grading,
- Site Landscaping,
- Site Storm Water Conveyance,
- Storm Water Ponding, and
- Easement Dedication.

These types of improvements are typically inspected by the City for conformity with applicable codes and standards, but are constructed by the property owner.

Figure 17 depicts the lots considered for this report and also provides additional information related to each lot. Similar information is presented in the following table:

Identification Number	Zoning Classification	Gross Area (Acres)	Adjusted Frontage (Ft)
Phase 1			
8	E-2 Employment District	23.793	712
9	B-2 Business District	9.628	630
10	COR	7.507	631
Phase 1 Totals		**40.928**	**1,973**
Phase 2			
2	E-2 Employment District	11.021	369
3	E-2 Employment District	9.231	120
7	R-2 High Density Residential	3.000	537
8	E-2 Employment District	21.321	638
Phase 2 Totals		**44.573**	**1,664**

Phase 3			
1	R-2 Medium Density Residential	38.915	1,289
2	E-2 Employment District	28.612	958
4	R-1 MUSA	4.107	419
5	R-1 MUSA	30.508	683
Phase 3 Totals		**102.141**	**3,349**
Not Included in Calculations			
6	Public/Quasi-Public	86.422	3,488
Totals all Phases		**274.064**	**10,474**

The zoning classifications listed in the table above are based on anticipated future zoning for the study area. Gross areas and frontages are based on GIS information and will most likely be refined during subsequent phases of project development.

Several of the parcels were previously assessed for improvements constructed in 2011. The improvements made previously were in direct benefit to parcel 6 to allow for development. Although development did not occur at that time, no further improvements will be required to serve that parcel. Parcel 6 was therefor excluded from calculations that follow. A portion of the improvements will be paid by the City either through utility funds or other means. A list of assumptions is as follows:

- All trunk water and sanitary sewer system costs will be paid for through the City utility funds,
- Assessments will be made to benefitting properties as each phase is constructed,
- Three standard methods of assessments were analyzed including: Frontage, Area, and Per Lot.
- The City's existing assessment policy very closely matches the Frontage method, and
- Gross acreage was used in lieu of net developable acreage in the calculations below.

The table below depicts a distribution based on all costs being assessed to the benefitting properties. We have assumed for this analysis the costs would be assessed to properties benefitting from each phase of construction. For instance, properties directly benefitting from Phase 1 improvements would be assessed for Phase 1 costs at the time of Phase 1 improvements. Some lots benefit from more than one phase of construction and would be assessed as future phases are constructed.

Calculations were based on the areas and front footages (shown on page 12), along with the costs per phase (shown on page 10). Trunk sanitary sewer and trunk watermain were considered City costs and were not included in the calculations. For comparison, a summary of the unit costs used in the calculations is presented below:

Phase	Frontage Method (Cost/FF)	Area Method (Cost/Acre)	Per Lot Method (Cost/Lot)
1	$ 907.25	$ 43,735.34	$ 596,700
2	$ 981.37	$ 36,636.53	$ 408,300
3	$ 594.51	$ 19,492.66	$ 497,800

Based on the above cost distribution, the potential assessments per lot per phase is depicted below:

Identification Number	Frontage Method	Area Method	Per Lot Method
Phase 1			
8	$ 645,900	$ 1,040,600	$ 596,700
9	$ 571,600	$ 421,100	$ 596,700
10	$ 572,500	$ 328,300	$ 596,700
Phase 1 Totals	**$ 1,790,000**	**$ 1,790,000**	**$ 1,790,100**
Phase 2			
2	$ 362,100	$ 403,800	$ 408,300
3	$ 117,800	$ 338,200	$ 408,300
7	$ 527,000	$ 109,900	$ 408,300
8	$ 626,100	$ 781,100	$ 408,300
Phase 2 Totals	**$ 1,633,000**	**$ 1,633,000**	**$ 1,633,200**
Phase 3			
1	$ 766,300	$ 758,500	$ 497,800
2	$ 569,500	$ 557,700	$ 497,800
4	$ 249,100	$ 80,100	$ 497,800
5	$ 406,100	$ 594,700	$ 497,800
Phase 3 Totals	**$ 1,991,000**	**$ 1,991,000**	**$ 1,991,200**
Total all Phases	**$ 5,414,000**	**$ 5,414,000**	**$ 5,414,500**

Previously, improvements were completed in the area and assessed to benefitting properties. At that time, the City assessed 40 percent of the costs and funded the remaining costs. The following table depicts the 40 percent of the costs presented in the table above.

Identification Number	Frontage Method	Area Method	Per Lot Method
Phase 1			
8	$ 258,400	$ 416,200	$ 238,700
9	$ 228,600	$ 168,500	$ 238,700
10	$ 229,000	$ 131,300	$ 238,700
Phase 1 Totals	**$ 716,000**	**$ 716,000**	**$ 716,100**
Phase 2			
2	$ 144,900	$ 161,500	$ 163,300
3	$ 47,100	$ 135,300	$ 163,300
7	$ 210,800	$ 44,000	$ 163,300
8	$ 250,400	$ 312,400	$ 163,300
Phase 2 Totals	**$ 653,200**	**$ 653,200**	**$ 653,200**
Phase 3			
1	$ 306,500	$ 303,400	$ 199,100
2	$ 227,900	$ 223,100	$ 199,100
4	$ 99,600	$ 32,000	$ 199,100
5	$ 162,400	$ 237,900	$ 199,100
Phase 3 Totals	**$ 796,400**	**$ 796,400**	**$ 796,400**
Total all Phases	**$ 2,165,600**	**$ 2,165,600**	**$ 2,165,600**

The information presented in this section of the report is been intended to allow for discussions with property owners and developers to be initiated. Refinement of the amounts presented is anticipated based on those discussions.

APPENDIX A -

FIGURES



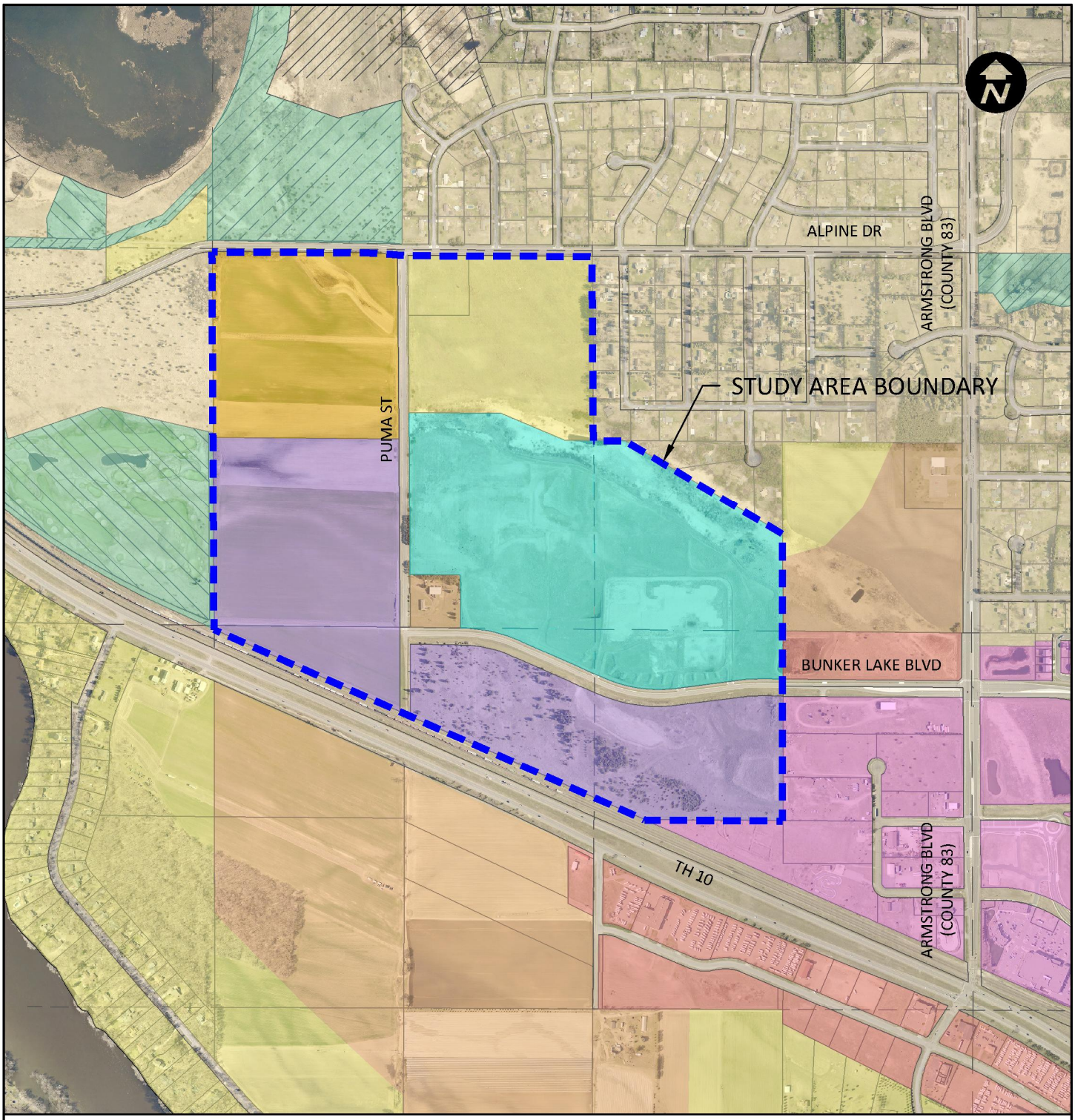
BOLTON & MENK Engineers & Surveyors

City of RAMSEY

FUTURE BUSINESS PARK
CITY OF RAMSEY, MINNESOTA

FIGURE 1 - STUDY AREA

July, 2015



LEGEND

- LOW DENSITY RESIDENTIAL
- MEDIUM DENSITY RESIDENTIAL
- HIGH DENSITY RESIDENTIAL
- OFFICE PARK
- COMMERCIAL
- MU
- BUSINESS PARK
- PUBLIC
- RURAL DEVELOPING
- RURAL PRESERVE
- PARK

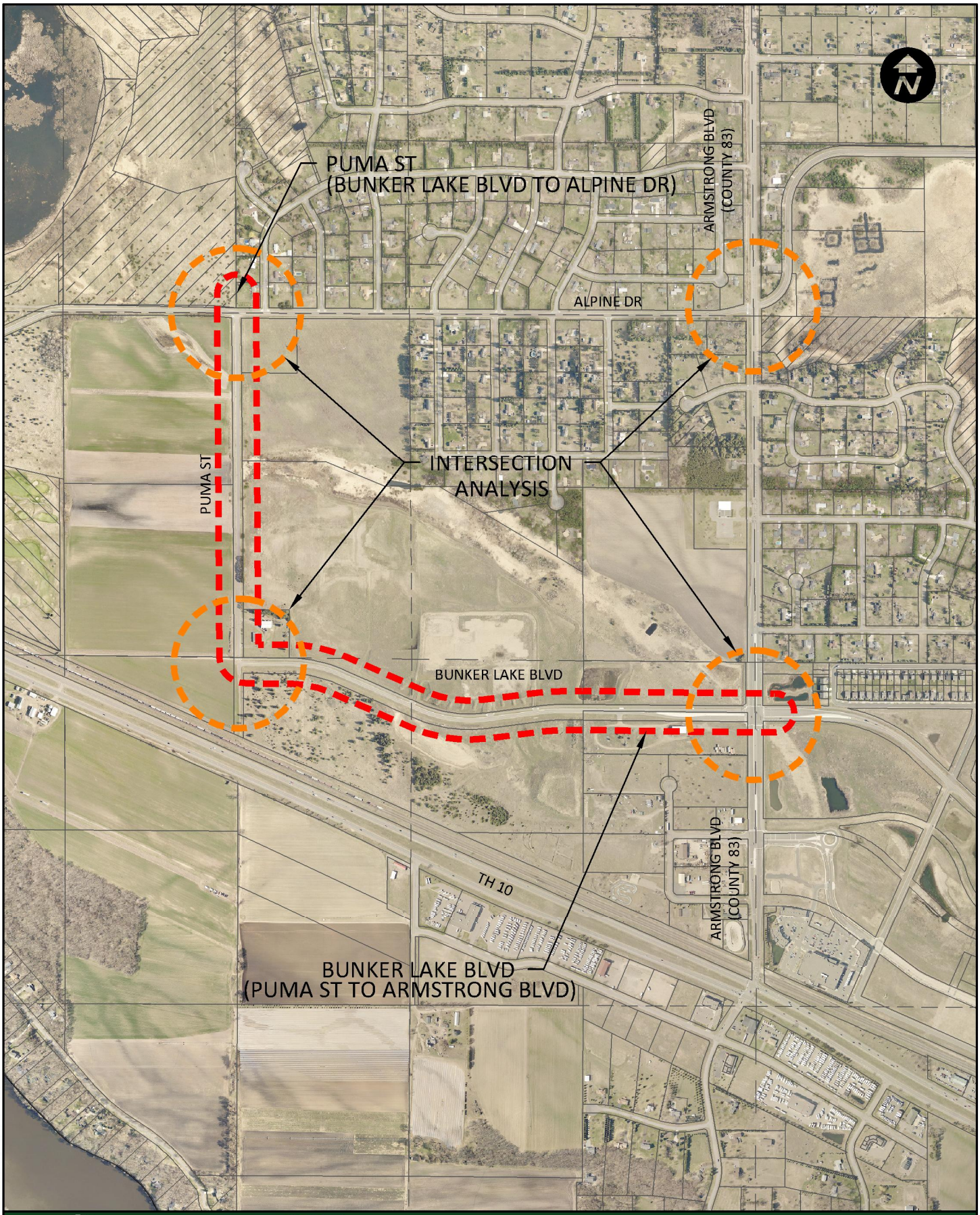
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FUTURE BUSINESS PARK
CITY OF RAMSEY, MINNESOTA

FIGURE 2 - LAND USE

July, 2015



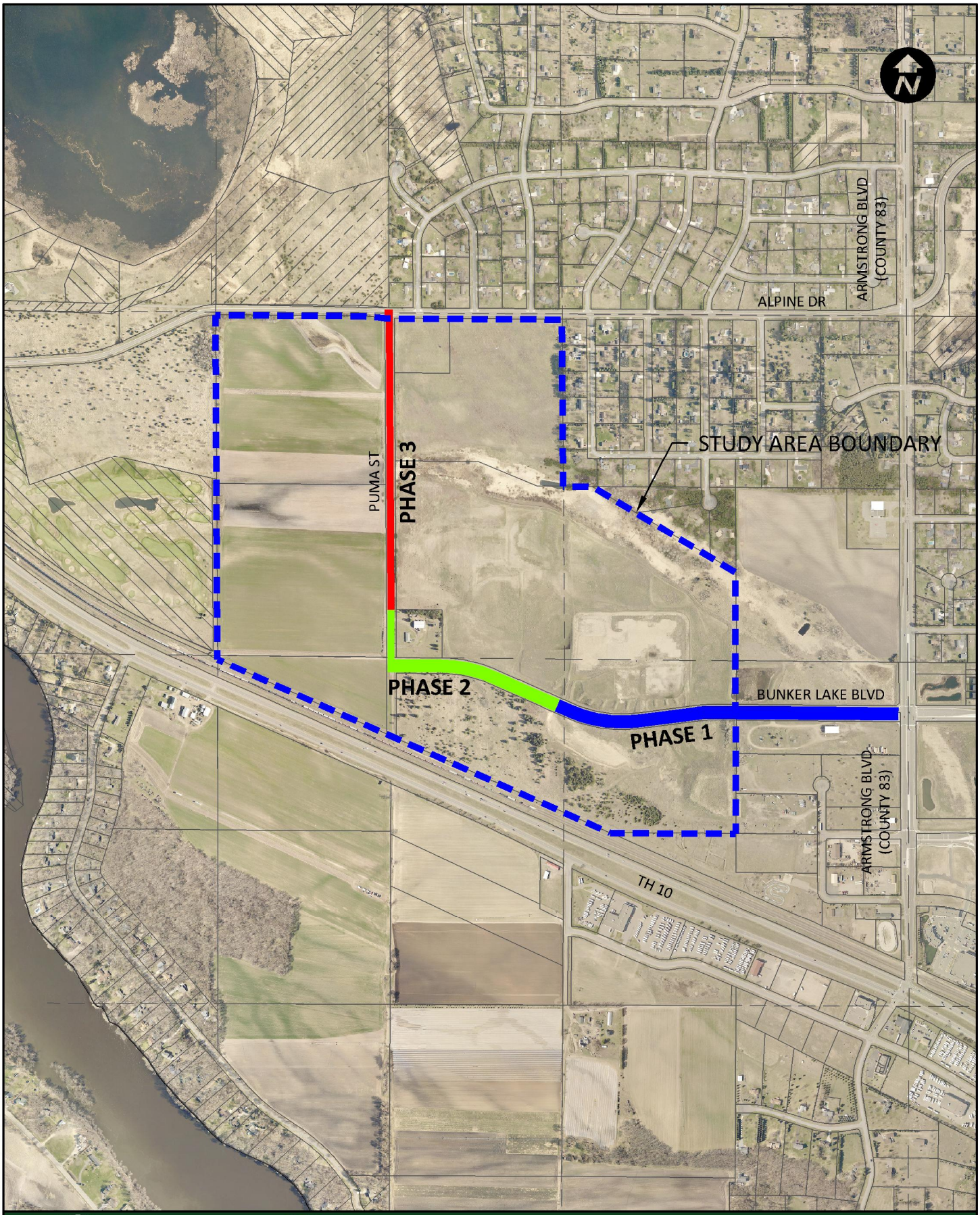
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FUTURE BUSINESS PARK
CITY OF RAMSEY, MINNESOTA

FIGURE 3 - INFRASTRUCTURE ANALYSIS

July, 2015



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FUTURE BUSINESS PARK
CITY OF RAMSEY, MINNESOTA

FIGURE 4 - PHASING

July, 2015

ARMSTRONG BLVD
(COUNTY 83)

SEE FIGURE 8

BUNKER LAKE BLVD

ALLOWABLE LOCATION OF
RIGHT-IN/RIGHT-OUT ACCESS

ALLOWABLE LOCATION OF
RIGHT-IN/RIGHT-OUT ACCESS

PHASE 2

PHASE 1

NOTES

RIGHT TURN LANES REQUIRED AT ALL ENTRANCES. LENGTHS AND LOCATIONS DEPENDENT UPON ACCESS LOCATIONS AND LAND USE TYPES.

LEGEND

- TRAVEL LANES
- BITUMINOUS TRAIL
- EXISTING TRAIL
- CONCRETE MEDIAN OR CURB & GUTTER
- ROW ACQUISITION

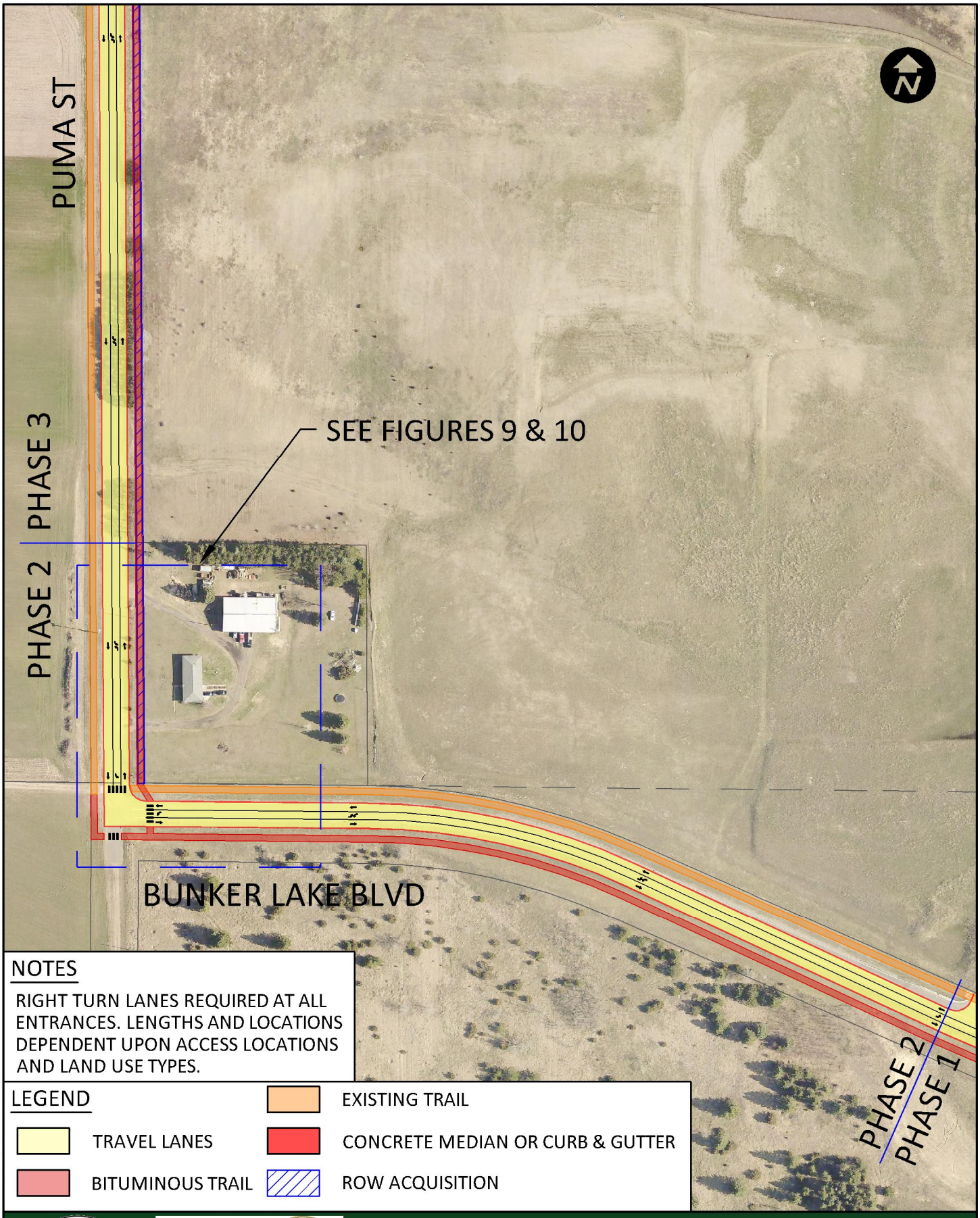
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City of RAMSEY

FUTURE BUSINESS PARK
CITY OF RAMSEY, MINNESOTA

FIGURE 5 - GEOMETRICS

July, 2015



NOTES

RIGHT TURN LANES REQUIRED AT ALL ENTRANCES. LENGTHS AND LOCATIONS DEPENDENT UPON ACCESS LOCATIONS AND LAND USE TYPES.

LEGEND

- TRAVEL LANES
- BITUMINOUS TRAIL
- EXISTING TRAIL
- CONCRETE MEDIAN OR CURB & GUTTER
- ROW ACQUISITION

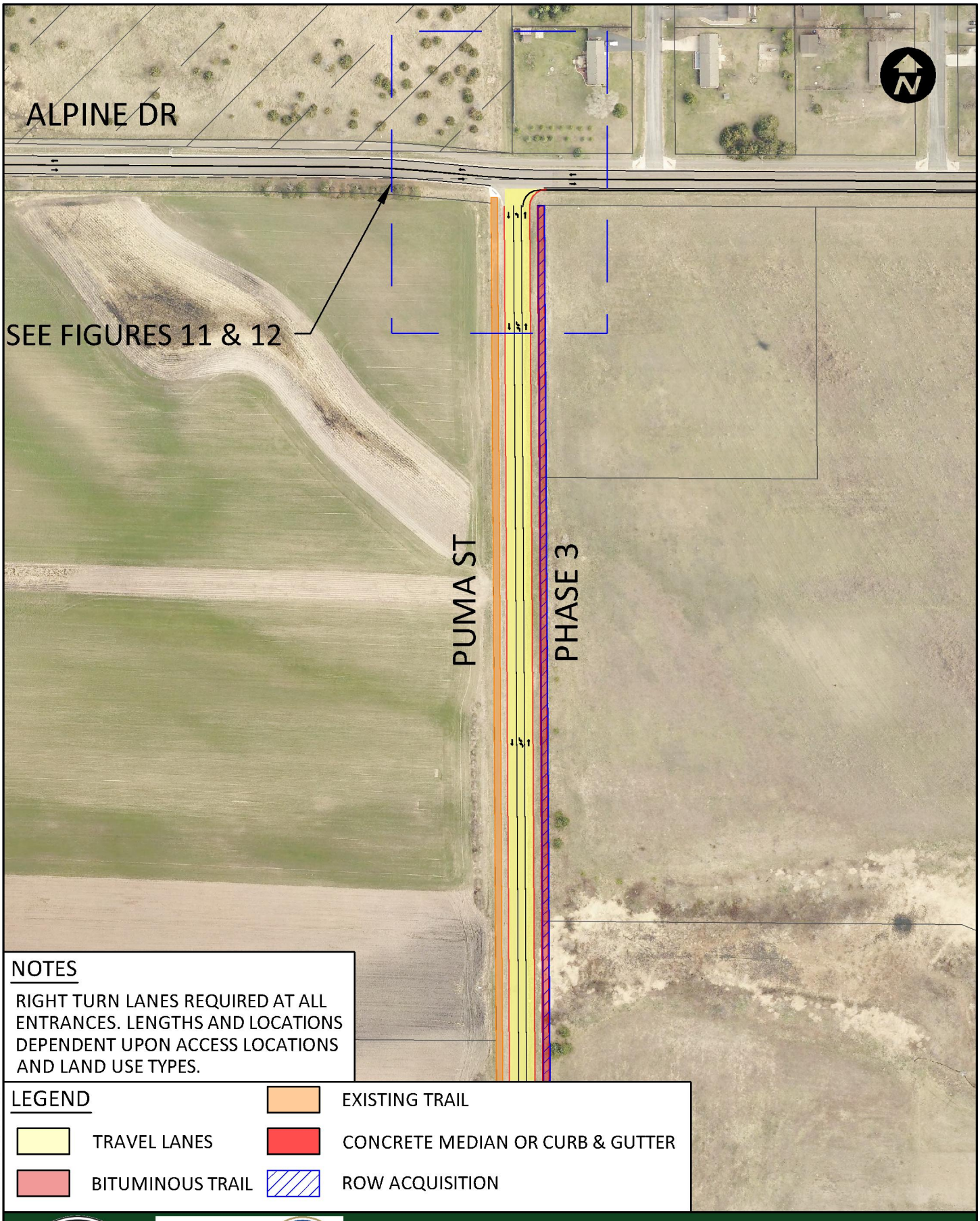
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FUTURE BUSINESS PARK
CITY OF RAMSEY, MINNESOTA

FIGURE 6 - GEOMETRICS

July, 2015



NOTES

RIGHT TURN LANES REQUIRED AT ALL ENTRANCES. LENGTHS AND LOCATIONS DEPENDENT UPON ACCESS LOCATIONS AND LAND USE TYPES.

LEGEND

- TRAVEL LANES
- BITUMINOUS TRAIL
- EXISTING TRAIL
- CONCRETE MEDIAN OR CURB & GUTTER
- ROW ACQUISITION

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FUTURE BUSINESS PARK
CITY OF RAMSEY, MINNESOTA

FIGURE 7 - GEOMETRICS

July, 2015

ARMSTRONG BLVD
(COUNTY 83)

CONVERT TO
DOUBLE LEFT TURN LANE

ALLOWABLE LOCATION OF
RIGHT-IN/RIGHT-OUT ACCESS

BUNKER LAKE BLVD

RESTRIPE AS
SECOND THRU LANE

ALLOWABLE LOCATION OF
RIGHT-IN/RIGHT-OUT ACCESS

LEGEND

- TRAVEL LANES
- BITUMINOUS TRAIL
- EXISTING TRAIL
- CONCRETE MEDIAN OR CURB & GUTTER
- ROW ACQUISITION

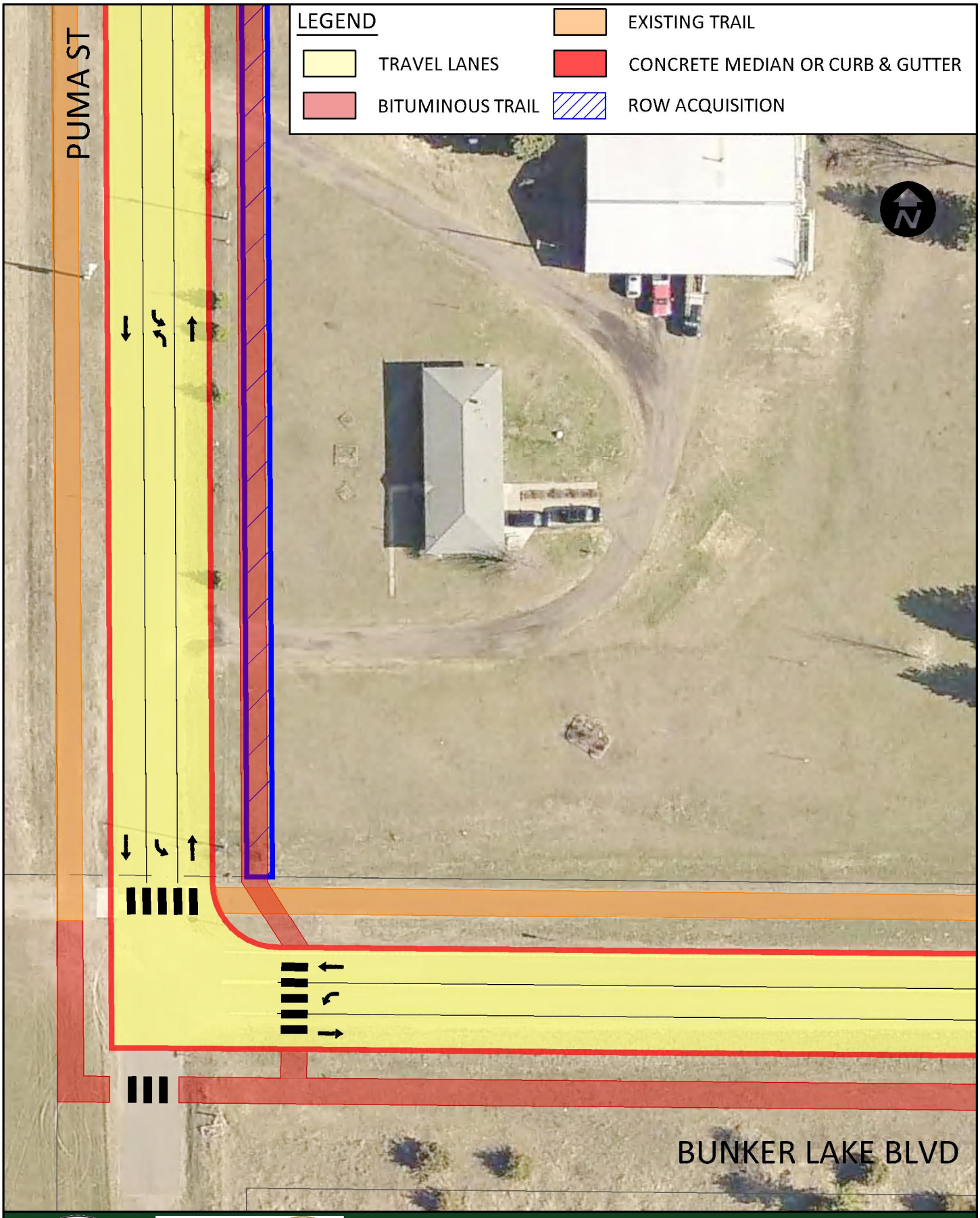
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FIGURE 8 - BUNKER LAKE BOULEVARD AT ARMSTRONG BOULEVARD

July, 2015



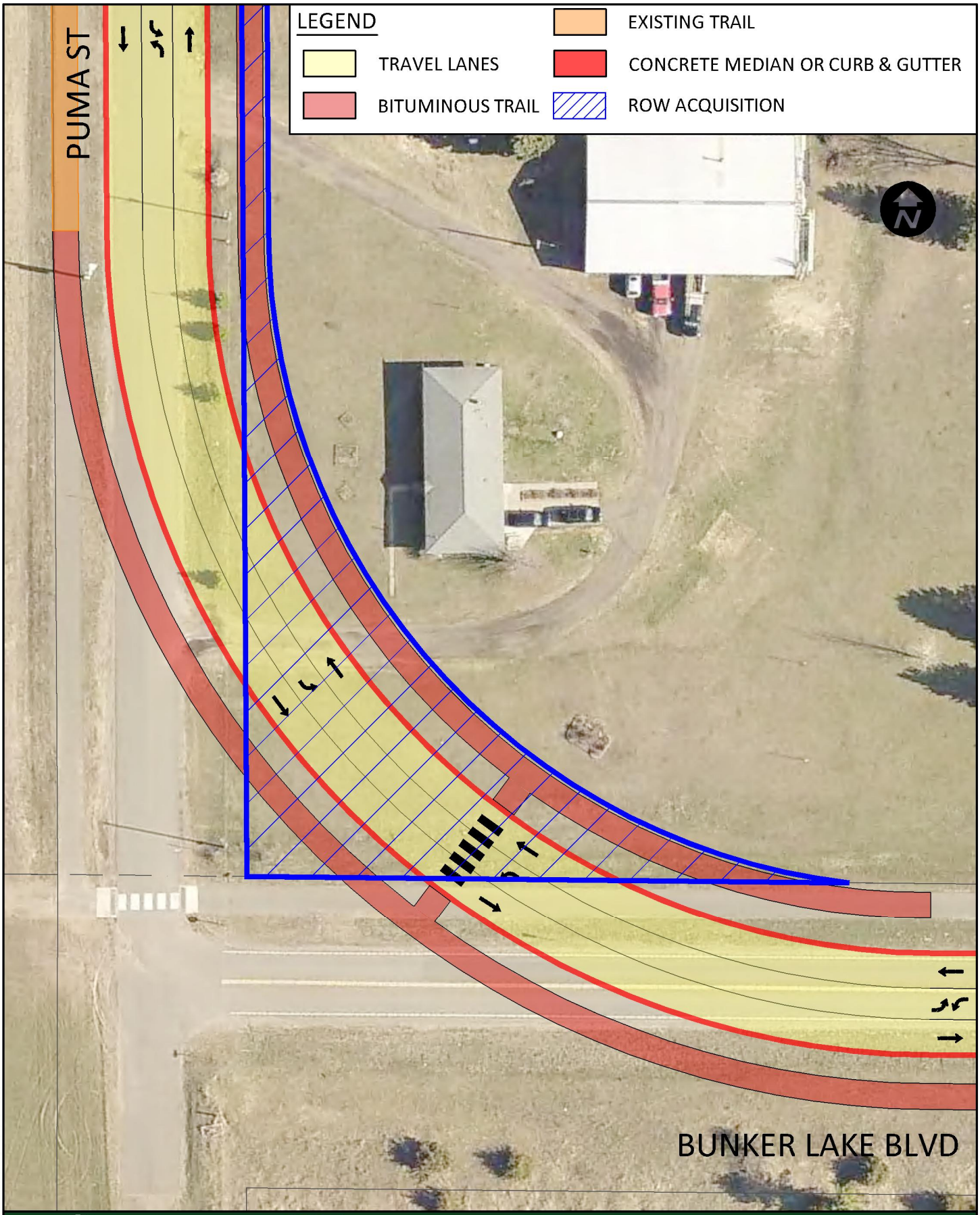
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FIGURE 9 - BUNKER LAKE BOULEVARD & PUMA STREET

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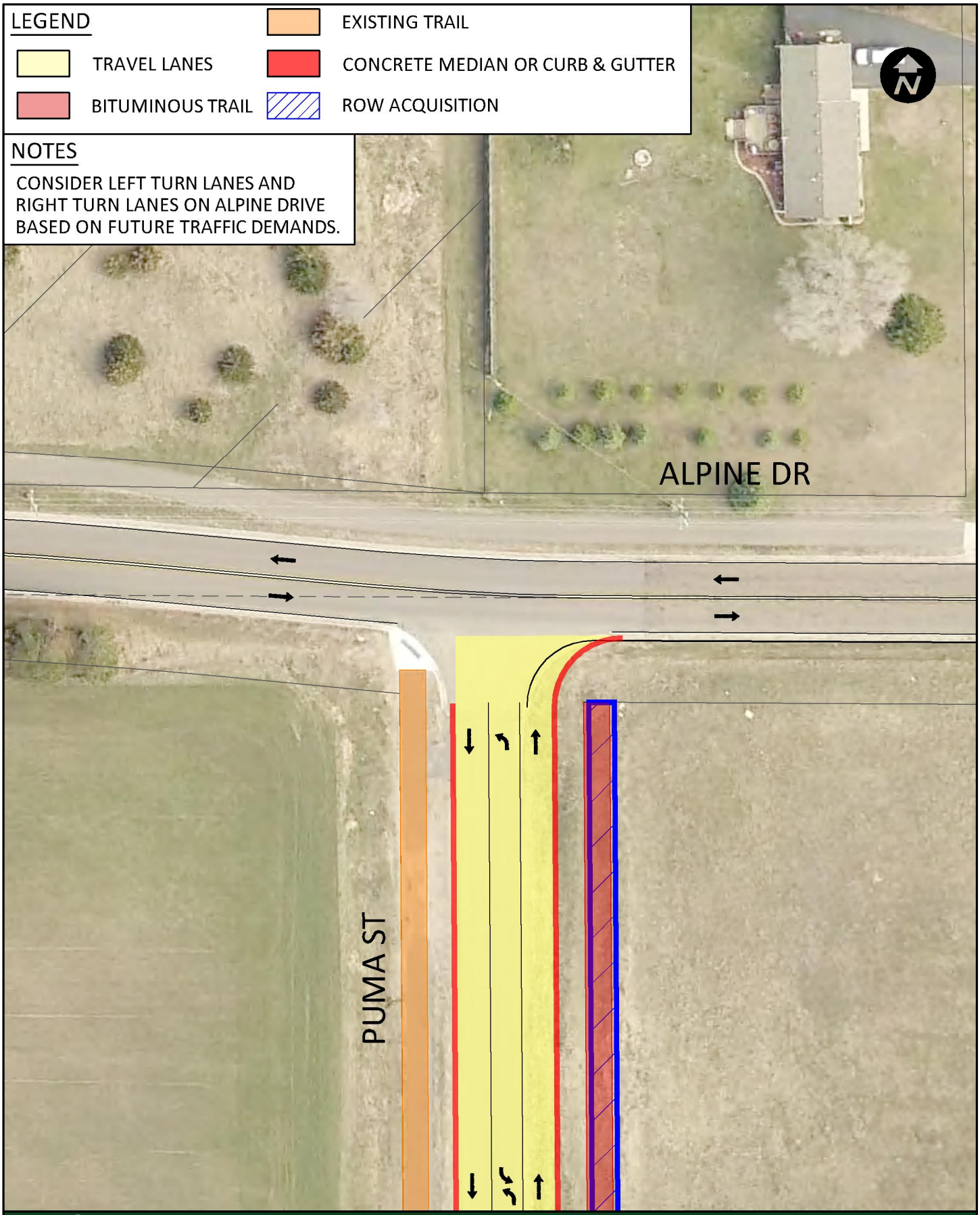
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FIGURE 10 - BUNKER LAKE BOULEVARD & PUMA STREET
ALTERNATIVE CONCEPT

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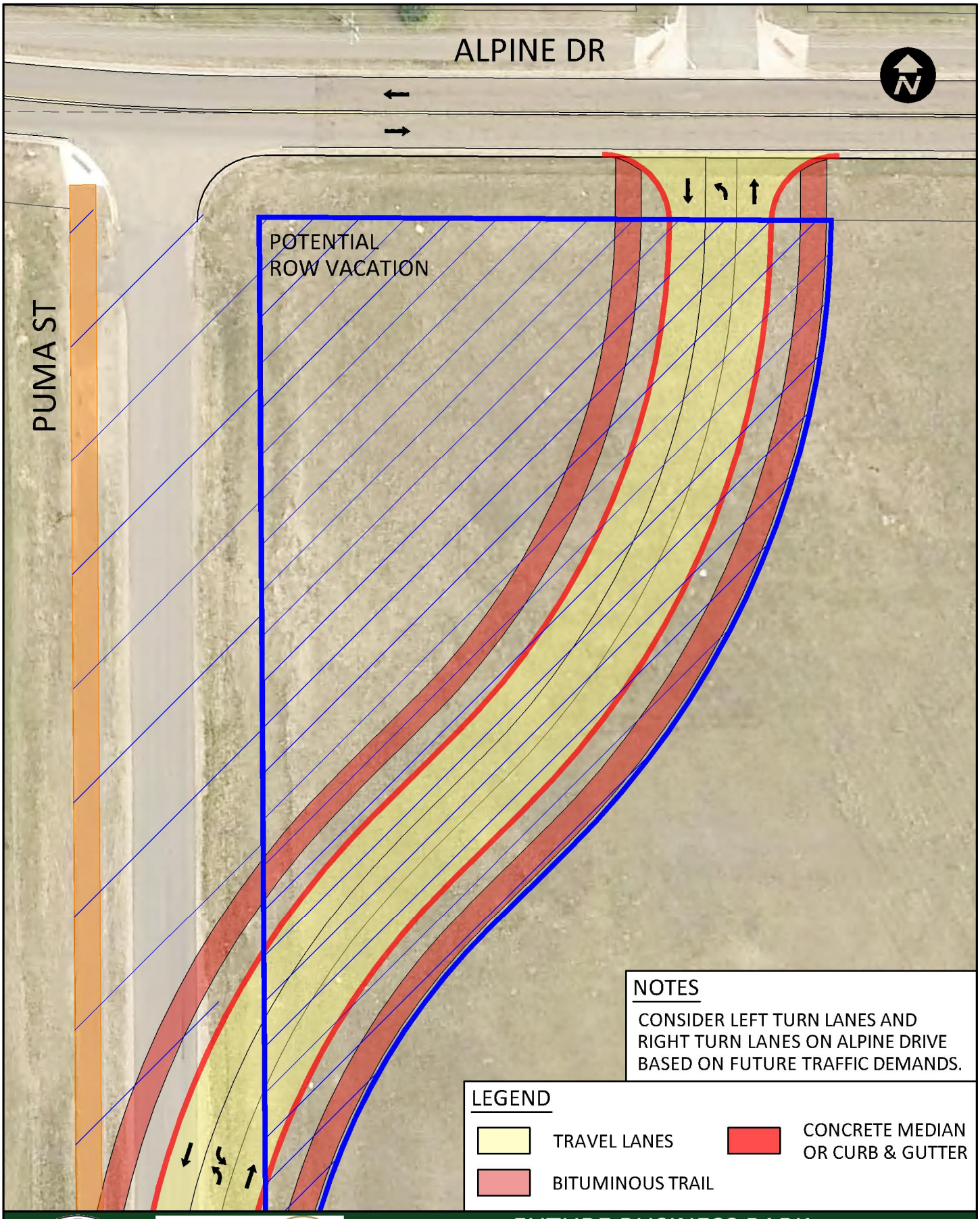
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FIGURE 11 - PUMA STREET & ALPINE DRIVE

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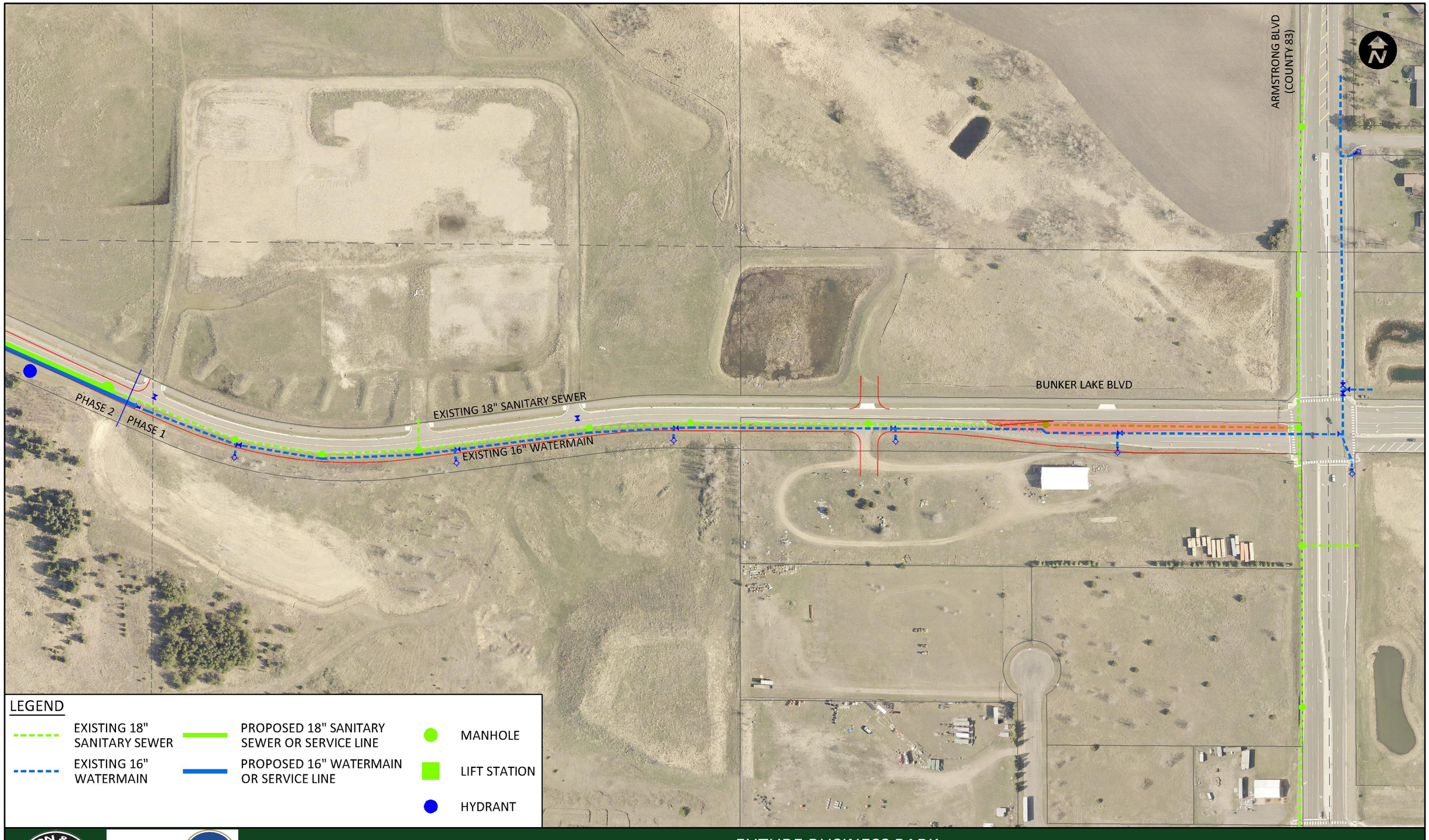
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FIGURE 12 - PUMA STREET & ALPINE DRIVE
ALTERNATIVE CONCEPT

July, 2015



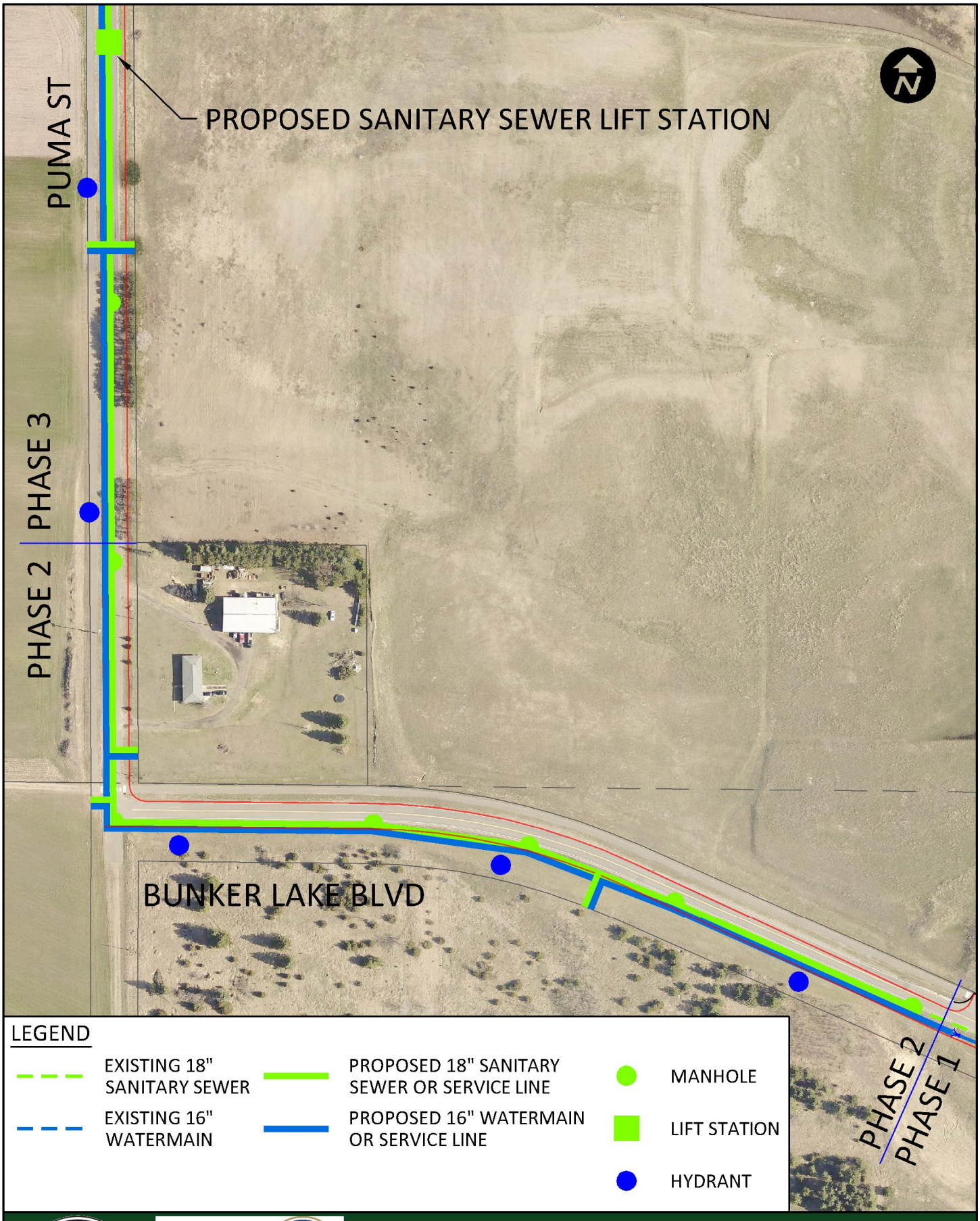
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FIGURE 13 - SANITARY SEWER AND WATER

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FIGURE 14 - SANITARY SEWER AND WATER

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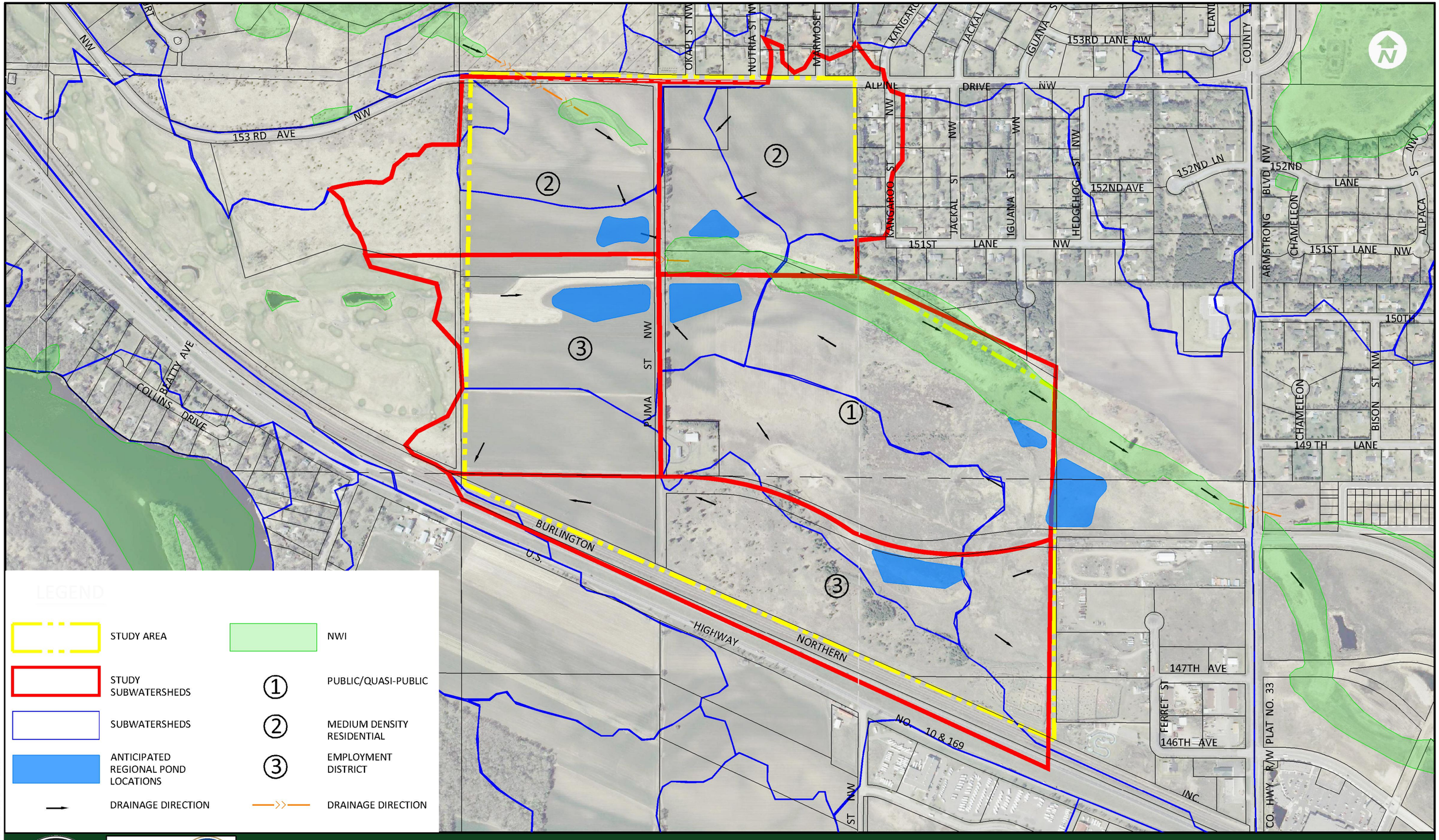
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FIGURE 15 - SANITARY SEWER AND WATER

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FIGURE 16 - Regional Stormwater Considerations

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FIGURE 17 - LOTS

July, 2015

APPENDIX B -

TRAFFIC STUDY

Traffic Impact Study for

Future Business Park

City of Ramsey, MN

June 24, 2015

Project Number R16.109828

DRAFT

Submitted by:
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337
P: 952-890-0509
F: 952-890-8065

BOLTON & MENK, INC.
Consulting Engineers & Surveyors

CERTIFICATION

DRAFT

Traffic Impact Study

for

Future Business Park

Ramsey, MN

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.

By:_____

Bryan T. Nemeth, P.E., PTOE

License No. 43354

Date: 6/25/2015

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EXECUTIVE SUMMARY

The Future Business Park development is proposed north of T.H. 10 and west of Armstrong Boulevard. Armstrong Boulevard is a critical north-south corridor for the City of Ramsey, Anoka County, and the region carrying traffic from Trunk Highway (T.H.) 10 to surrounding areas. The Business Park development includes residential, business park, commercial, and institutional land uses. These land uses result in an increase of approximately 18,500 to 23,300 trips per day into and out of the area at full build.

The traffic increase from both the background growth and the development results in a need for capacity improvements at individual intersections in the study area. The following concise summary of improvements should be completed based on the mitigation necessary to achieve acceptable operations. For the 2040 Full-Build scenario, operations can be improved, but are still considered unacceptable at many of the intersections. This is due to the large amount of traffic entering and exiting on Bunker Lake Boulevard and Armstrong Boulevard. Short term improvements are intended to mitigate current safety or operations problems, mid-term improvements are needed to accommodate both development and background traffic growth, and long-term improvements are needed to handle the overall development out to 2040. Exact timing for improvements should be based upon the actual development timing and background traffic growth.

A. Short Term

- Bunker Lake Boulevard (west of Armstrong Blvd): Expand to a four lane section for development.
    - The eastbound approach should include two 300 ft left turn lanes, two through lanes, and one right turn lane.
    - A full median should be provided to the west end of the commercial area.
    - A full access should be at least 845 ft from Armstrong Boulevard and a right in/right out access should be at least 470 ft from Armstrong Boulevard.
- Bunker Lake Boulevard (west of commercial section): Expand to a three lane section for development (two through lanes and one center left turn lane).
    - Right turn lanes (locations and lengths) are to be dictated by development type.
- Puma Street: Expand to a three lane section for development (two through lanes and one center left turn lane).
    - Right turn lanes (locations and lengths) are to be dictated by development type.
- Bunker Lake Boulevard & Puma Street: An all-way stop, two-way stop, or roundabout will operate adequately at this intersection for the 2040 Full-Build conditions. The roundabout option may offer better operations than the other two options at 2040 Full-Build.

B. Mid-Term

- Armstrong Boulevard & Alpine Drive: Add northbound and southbound left turn lanes. Modify eastbound and westbound lanes to include a thru/left and a right turn lane.
- Alpine Drive & Puma Street: Add a westbound left turn lane and eastbound right turn lane.
- Armstrong Boulevard & Bunker Lake Boulevard: Re-stripe southbound lanes to include

a dual southbound left turn lane. A southbound double left turn lane will help reduce queues entering the COR development. Improvements were done in 2011 to this intersection and a future southbound left turn lane was designed, but not striped.

C. Long-Term

- Armstrong Boulevard & Bunker Lake Boulevard: Modify the southerly eastbound through lane to a through-right lane. Another option would be to keep the two through lanes and modify the right turn lane into a free right with an add lane that runs south to T.H. 10.

I. INTRODUCTION

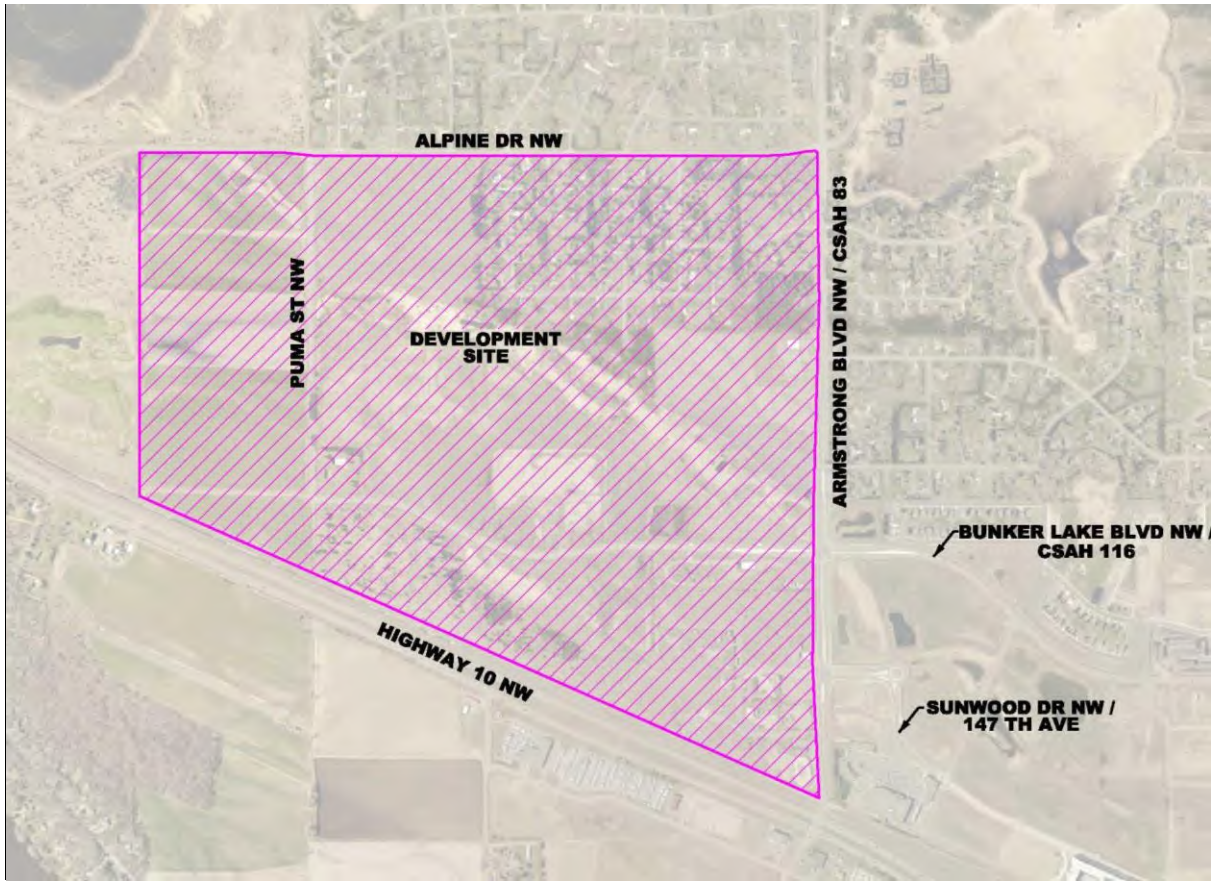
The proposed Future Business Park development is located on the southwest side of the City of Ramsey, north of T.H. 10 and just west of Armstrong Boulevard (CSAH 83). The future development is anticipated to impact the traffic on the public roadway system and surrounding area. Consequently, the traffic control and roadway geometry in the area may need to be modified to accommodate the increased traffic to maintain safety and adequate operations. This study analyzes the anticipated impacts of the Future Business Park development on the surrounding area.

II. BACKGROUND

A. Proposed Development

The proposed Future Business Park development is located just west of Armstrong Boulevard, between T.H. 10 and Alpine Drive. The development will have two main access points: the north entrance at Alpine Drive and Puma Street, and the east entrance at Bunker Lake Boulevard and Armstrong Boulevard. **Figure 1** below outlines the proposed development site. The development is anticipated to include residential, commercial, business park, and institutional land uses.

Figure 1: Proposed Future Business Park Development Location



III. MEASURES OF EFFECTIVENESS

The traffic operations analysis for the intersections consider the following measures to determine the adequacy of the intersection design to meet acceptable operations: intersection delay/Level of Service (LOS) and volume-to-capacity ratios. An explanation of each of these measures is provided below:

A. Level of Service and Delay

The operational analysis results are described as a Level of Service (LOS) ranging from A to F. These letters serve to describe a range of operating conditions for different types of facilities. Levels of Service are calculated based on the 2010 Highway Capacity Manual, which defines the level of service, based on control delay. Control delay is the delay experienced by vehicles slowing down as they are approaching the intersection, the wait time at the intersection, and the time for the vehicle to speed up through the intersection and enter into the traffic stream. The average intersection control delay is a volume weighted average of delay experienced by all motorists entering the intersection on all intersection approaches. The control delay is modeled within the analysis software, Trafficware Synchro/SimTraffic. Level of Service D is commonly taken as an acceptable design year LOS. The level of service and its associated intersection delay for a signalized and unsignalized intersection is presented below. The delay threshold for unsignalized intersections is lower for each LOS compared to signalized intersections, which accounts for the fact that people expect a higher level of service when at a stop-controlled intersection.

Table 1: Level of Service Criteria

	Signalized Intersection	**Unsignalized Intersection**
LOS	**Control Delay per Vehicle (sec.)**	**Control Delay per Vehicle (sec.)**
A	≤ 10	≤ 10
B	>10 and ≤ 20	>10 and ≤ 15
C	>20 and ≤ 35	>15 and ≤ 25
D	>35 and ≤ 55	>25 and ≤ 35
E	>55 and ≤ 80	>35 and ≤ 50
F	>80	>50

IV. EXISTING CONDITIONS

There are a total of four signalized intersections and three unsignalized intersections that will be evaluated in this study. The interchange on T.H. 10 & Armstrong Boulevard is currently being built, so the analysis will include a scenario with and without the new overpass. Based on MnDOT's Traffic Data Mapping Application, Armstrong Boulevard carries a range of 4,500 vehicles per day near the north end of the study area and 6,200 vehicles per day near the south end of the study area. Armstrong Boulevard will be a 4 lane divided roadway at the south end of the study area converting to a 2 lane undivided roadway at the north end of the study area. The posted speed limit is 55 mph through the study area along Armstrong Boulevard.

A. Data Collection

1. Traffic Counts

Traffic data was collected in April 2015. This includes 13 hour traffic volumes at the following intersections.

- Armstrong Boulevard & 147th Ave - Signalized
- Armstrong Boulevard & Bunker Lake Boulevard – Signalized
- Armstrong Boulevard & Alpine Drive - Unsignalized
- Alpine Drive & Puma Street – Unsignalized

Traffic data at T.H. 10 & Armstrong Boulevard was pulled from a previous study conducted in 2013.

Figures 2.1 and 2.2 show the existing intersection traffic counts.

Figure 2.1: Existing Traffic Volumes

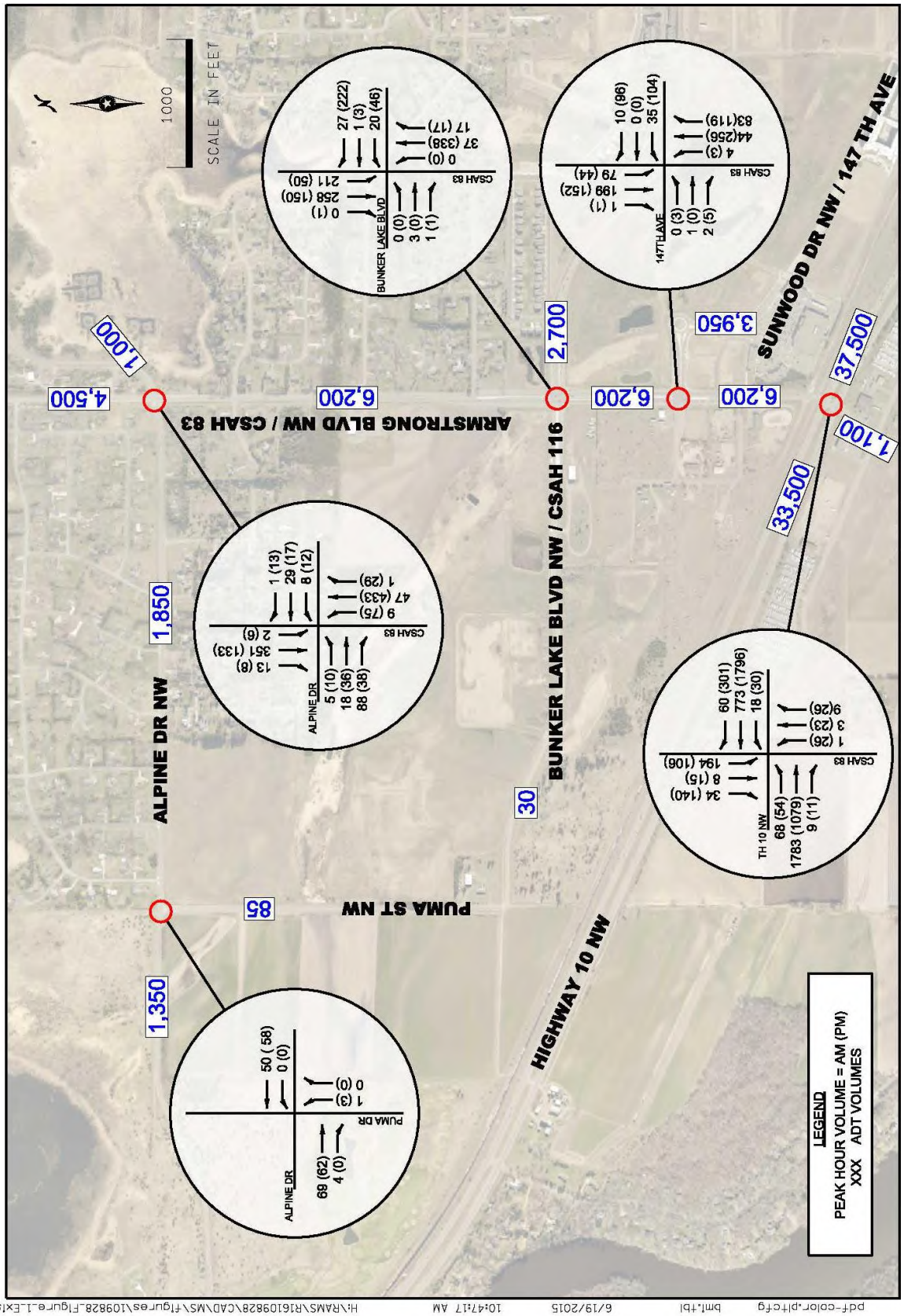
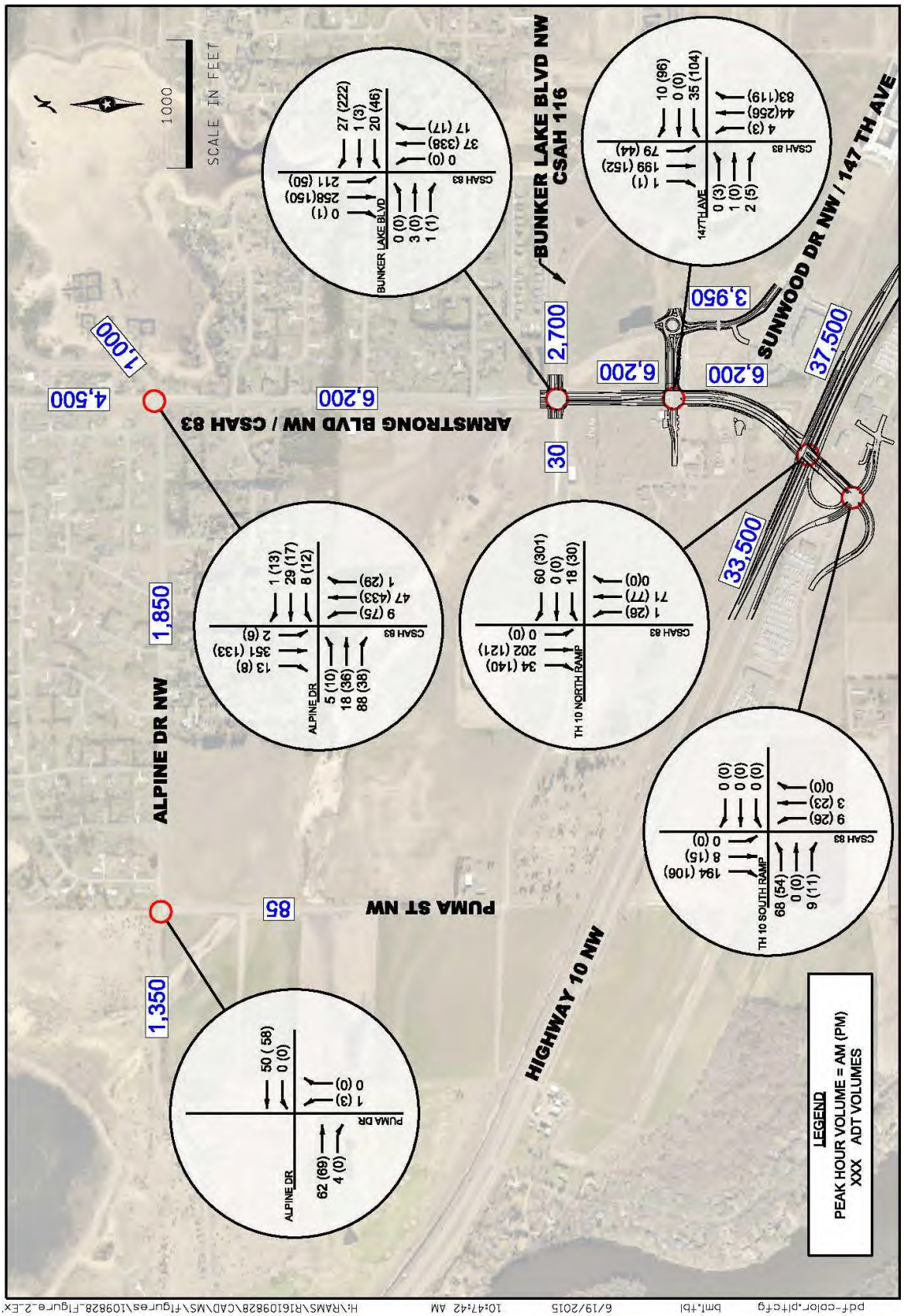


Figure 2.2: Existing Traffic Volumes (with Overpass)



B. Operations

The existing operations analysis was completed for the five intersections within the study area and is shown in **Table 2**. The new interchange between T.H. 10 and Armstrong Boulevard was analyzed at the two exit ramps and is shown in **Table 3**.

Table 2: 2015 Existing Traffic Operations Analysis

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
Existing 2015									
TH 10/169 & CSAH 83 (Armstrong Blvd)	AM	46	D	107	F	EBL	EBT	644	1048
Signal	PM	40	D	88	F	WBL	WBT	496	524
CSAH 83 (Armstrong Blvd & 147th Avenue	AM	9	A	35	C	NBL	SBL	53	101
Signal	PM	9	A	33	C	EBL	NBT	39	73
CSAH 83 (Armstrong Blvd & CSAH 116 (Bunker Lake Blvd)	AM	10	A	33	C	EBT	SBL	83	143
Signal	PM	9	A	21	C	WBL	NBT	52	87
CSAH 83 (Armstrong Blvd) & Alpine Drive NW	AM	2	A	9	A	EBT	EBR	32	52
TWSC	PM	4	A	13	B	WBL	EBL/T	27	54
Alpine Drive NW & Puma Street NW	AM	1	A	4	A	NBL	NBL/R	2	14
TWSC	PM	1	A	5	A	NBL	NBL/R	3	18

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

Table 3: 2015 Existing Traffic Operations Analysis (with Overpass)

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
Existing 2015 (With Overpass)									
TH 10/169 South Ramp & CSAH 83 (Armstrong Blvd)	AM	5	A	14	B	NBL	EBL	33	59
Signal	PM	5	A	12	B	EBL	EBL	23	53
TH 10/169 North Ramp & CSAH 83 (Armstrong Blvd)	AM	9	A	20	B	WBL	SBT	50	96
Signal	PM	8	A	20	B	WBL	SBT	41	79
CSAH 83 (Armstrong Blvd & 147th Avenue	AM	7	A	27	C	NBL	SBL	43	90
Signal	PM	9	A	31	C	EBL	SBT	30	65
CSAH 83 (Armstrong Blvd & CSAH 116 (Bunker Lake Blvd)	AM	11	B	31	C	WBL	SBL	86	153
Signal	PM	9	A	20	B	SBL	NBT	59	105
CSAH 83 (Armstrong Blvd) & Alpine Drive NW	AM	2	A	9	A	WBL	EBR	34	57
TWSC	PM	4	A	12	B	EBL	EBL/T	30	59
Alpine Drive NW & Puma Street NW	AM	1	A	6	A	NBL	NBL/R	1	8
TWSC	PM	1	A	4	A	NBL	NBL/R	3	17

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

Overall, all intersections within the study area operate within acceptable service levels with a LOS of C or better. The T.H 10 & Armstrong Boulevard interchange will alleviate the delays that were caused at the previous signalized intersection. Currently, there is no need for operational mitigation.

C. Safety

1. Safety/Crash Analysis

Beyond the operational analysis, the crash history of the studied intersections was completed using the crash data pulled from Minnesota Crash Mapping Analysis Tool (MnCMAT). The Armstrong Boulevard corridor form 147th Ave to Alpine has had a total of 25 crashes over the 5 year period (2010-2014) with the majority being property damage only crashes. The individual intersection crash reports are shown in **Appendix C**.

Most of the intersections had very few crashes over the last 5 years. The T.H. 10 & Armstrong Boulevard intersection was not analyzed for crashes because it is currently being modified into an interchange. The following is a summary of crashes per intersection:

Armstrong Boulevard at 147th Ave

- 3 crashes (2 rear end, 1 right angle)

Armstrong Boulevard at Bunker Lake Boulevard

- 1 crash (rear end)

Armstrong Boulevard at Alpine Drive

- 14 crashes (8 right angle, 2 rear end, 2 left turn, 1 sideswipe, 1 other)
- The majority of the right angle crashes are caused by westbound vehicles failing to yield to right of way. The existing skew of the east leg may contribute to these right angle crashes by preventing adequate sight distances.
- There has also been an incapacitating injury at this intersection in 2013 (southbound rear end) and a non-incapacitating injury at this intersection in 2014 (northbound left turn into traffic)

Alpine Drive at Puma Street

- 0 crashes

2. Mitigation Recommendations

Mitigation due to safety concerns includes the following:

Bunker Lake Boulevard (west of commercial section)

- Three lane section is recommended (two through lanes & a center two-way-left-turn-lane) once the development is constructed. (short-term)
- Right turn lanes (locations and lengths) are to be dictated by development type. (short-term)

Armstrong Boulevard & Alpine Drive

- Add northbound and southbound left turn lanes. (mid-term)

Alpine Drive & Puma Street

- Add westbound left turn lane. (mid-term)
- Add eastbound right turn lane. (mid-term)

Puma Street

- Three lane section is recommended (two through lanes & a center two-way-left-turn-lane) once the development is constructed. (short-term)
- Right turn lanes (locations and lengths) are to be dictated by development type. (short-term)

V. NO-BUILD CONDITIONS

Historic daily traffic volumes from 2000 to 2013 were used to formulate a 20 year background growth rate of 1.8% for Armstrong Boulevard. Therefore, background traffic was projected to grow by 43% along Armstrong Boulevard. No-Build conditions includes the background growth along with the traffic generated from the COR development. It is assumed that the COR development, east of Armstrong Boulevard, is fully built out for this scenario. The Future Business Park development, the focus of this study, is assumed to generate no traffic for this no-build scenario.

Parts of the COR development have already been built out, so only the portions that haven't been built out were analyzed for potential trips. The total new COR development is projected to generate 37,500 daily trips (6,150 peak hour trips). It was assumed that 1/3 of the traffic generated by the COR development will enter/exit on Bunker Lake Boulevard & Armstrong Boulevard. The COR development trips are included in **Appendix B**.

Assumptions made for all future scenarios include that the signals are uncoordinated, which is what they operate as currently. Signal timings are optimized for each scenario. Left turn movements at signals are all protected except for the westbound left turn at the T.H.10 North Ramp.

A. 2040 No-Build Operations

Future traffic volumes for 2040 were forecasted for the study area without any additional development. Historic growth rates were used to calculate the 20 year growth rate of 1%. This growth rate was applied to Armstrong Boulevard to account for background traffic along the roadway. No-Build 2040 traffic volumes are shown in **Figures 3**.

Table 4: 2040 No-Build Future Traffic Operations Analysis

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
Design Year 2040 No-Build									
TH 10/169 South Ramp & CSAH 83 (Armstrong Blvd)	AM	8	A	19	B	NBL	EBL/T	68	106
Signal	PM	8	A	17	B	NBL	EBL/T	68	107
TH 10/169 North Ramp & CSAH 83 (Armstrong Blvd)	AM	10	A	22	C	WBL	WBT	117	198
Signal	PM	12	B	25	C	NBL	SBT	125	217
CSAH 83 (Armstrong Blvd & 147th Avenue	AM	8	A	27	C	NBL	WBT	72	164
Signal	PM	12	B	33	C	NBL	SBT	136	248
CSAH 83 (Armstrong Blvd & CSAH 116 (Bunker Lake Blvd)	AM	15	B	36	D	EBT	NBR	92	165
Signal	PM	18	B	31	C	WBL	WBL	178	251
CSAH 83 (Armstrong Blvd) & Alpine Drive NW	AM	4	A	15	B	WBL	EBL/T	30	75
TWSC	PM	7	A	38	E	EBL	NBL/T	56	130
Alpine Drive NW & Puma Street NW	AM	1	A	4	A	NBL	NBL/R	1	10
TWSC	PM	1	A	5	A	NBL	NBL/R	3	17

No Build Scenario assumes the east (COR) development is built out, but the west development has not been built out

*Delay in seconds per vehicle

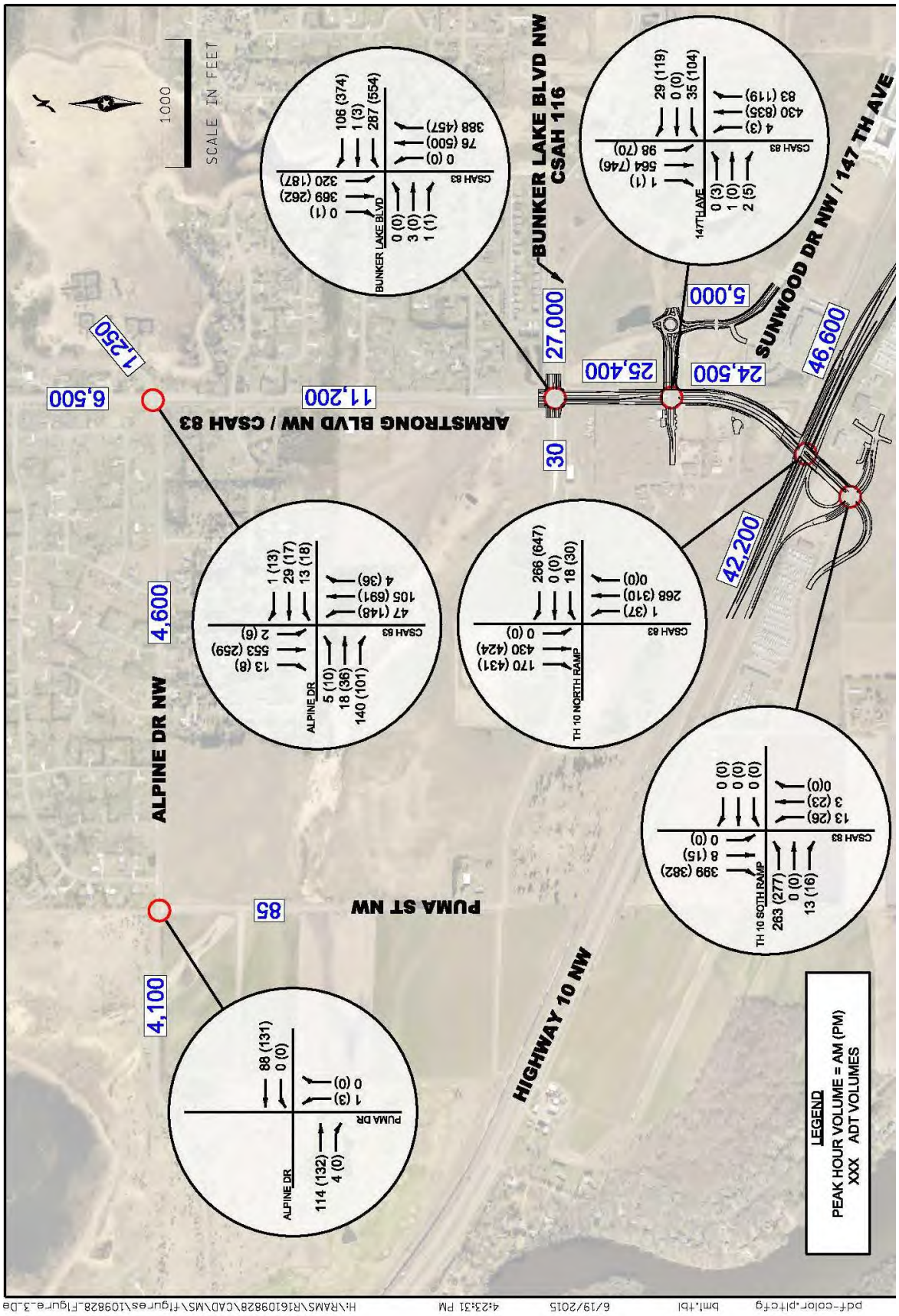
**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

Based on the expected growth in the area, the corridor is anticipated to experience acceptable operations at most of the intersections. All intersections operate at an overall level of service of B or higher. Level of Service D is commonly taken as an acceptable design year LOS. The only intersection experiencing significant delay at an individual movement is the eastbound left turn at Armstrong Boulevard & Alpine Drive. This movement experiences 38 seconds of delay (LOS E) during the PM peak hour.

Figure 3: 2040 No-Build Traffic Volumes



B. No-Build Mitigation

There are few mitigation recommendations due to the adequate level of service at most intersections. The following suggestions are anticipated to provide adequate service for the 2040 No-Build conditions.

1. Geometric Improvements

It is recommended that the following changes be made with regard to the intersection geometry in the study area to provide acceptable operations in 2040:

Armstrong Boulevard & Alpine Drive

- Add eastbound and westbound thru/left and right turn lanes (mid-term)

Armstrong Boulevard & Bunker Lake Boulevard

- Re-stripe southbound lanes to include a dual southbound left turn lane. A southbound double left turn lane will help reduce queues entering the COR development. Improvements were done in 2011 to this intersection and a future southbound left turn lane was designed, but not striped. (mid-term)

The proposed 2040 no-build mitigation should provide a LOS of D or better for all intersection movements. A more thorough investigation should be conducted for a possible re-alignment of the east leg of Armstrong Boulevard & Alpine Drive.

VI. BUILD CONDITIONS

A. Traffic Forecasts

The full build traffic forecast was calculated by combining the anticipated growth (2040 No-build volumes) with the expected amount of trips the proposed development will generate. Trip forecasts were generated using the information within the Institute of Transportation Engineers (ITE) Trip Generation Manual. ITE provides codes that correlate a land use with the anticipated traffic based on previous studies.

Figure 4 shows different trip generation zones within the development along with the land use in each zone. These zones are based on where traffic will enter/exit the development. Zone 1 will be evaluated with four alternatives in the north quadrant; a high school, K-12 schools, Business Park, and low density residential. The business park option is expected to generate the most traffic in Zone 1 (2,000 peak hour trips, 7,050 daily trips), while the low density residential option is expected generate the least amount of traffic in Zone 1 (1,150 peak hour trips, 4,900 daily trips). The total development (Zones 1-5) is projected to generate anywhere from 18,500 to 23,300 new daily trips. More detailed information regarding trip generations for each scenario is included in **Appendix B**.

The following access assumptions were made for each zone:

Access off of Bunker Lake Boulevard:

- Zone 1 & 3

Access off of Armstrong Boulevard:

- Zone 2

Access off of Puma Street

- Zone 4

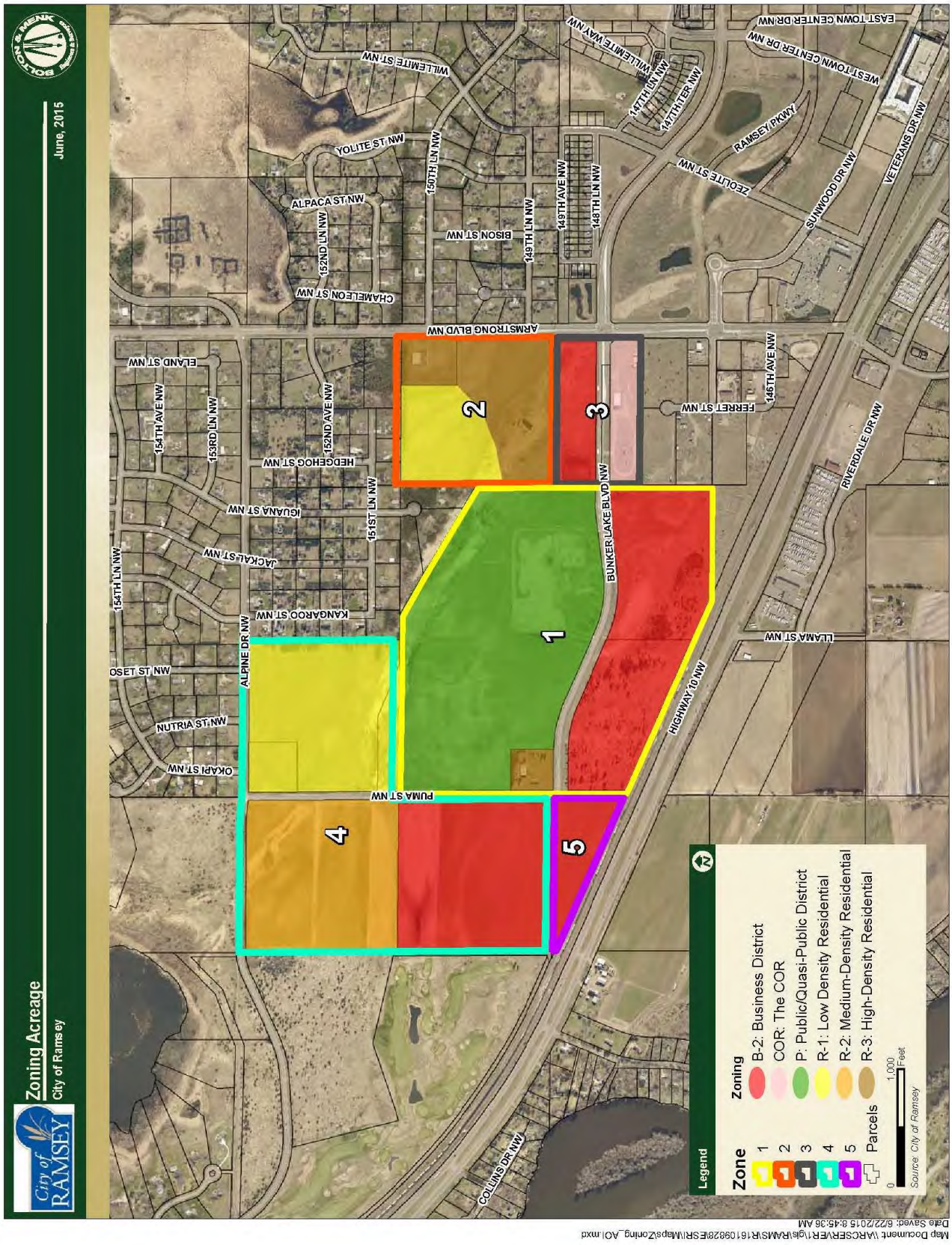
Accesses off of Bunker Lake Boulevard and Puma Street

- Zone 5

Trips to and from the development area are generally directed to the south to T.H. 10. The trips were distributed to the roadway using existing trip distribution as a basis. The generated trips from the proposed development were added to the 2040 No-Build forecasted volumes to develop the 2040 Build conditions. The trip distribution to and from the development is shown in **Figure 5**. The 2040 Build traffic volumes can be seen in **Figure 6.1** thorough **6.4**.

The different alternatives correspond to the land use on the north side of Zone 1. Alternative 1A assumes a high school is built, Alternative 1B assumes K-12 schools are built, Alternative 2 assumes a business park is built, and Alternative 3 assumes low density residential homes are built.

Figure 4: Trip Generation Zones



Map Document: \\ARCSERVER1\gis\RAMS\R16109828ESR\Maps\Zoning_AOI.mxd
Date Saved: 6/22/2015 8:45:36 AM

Figure 5: Trip Distribution Map

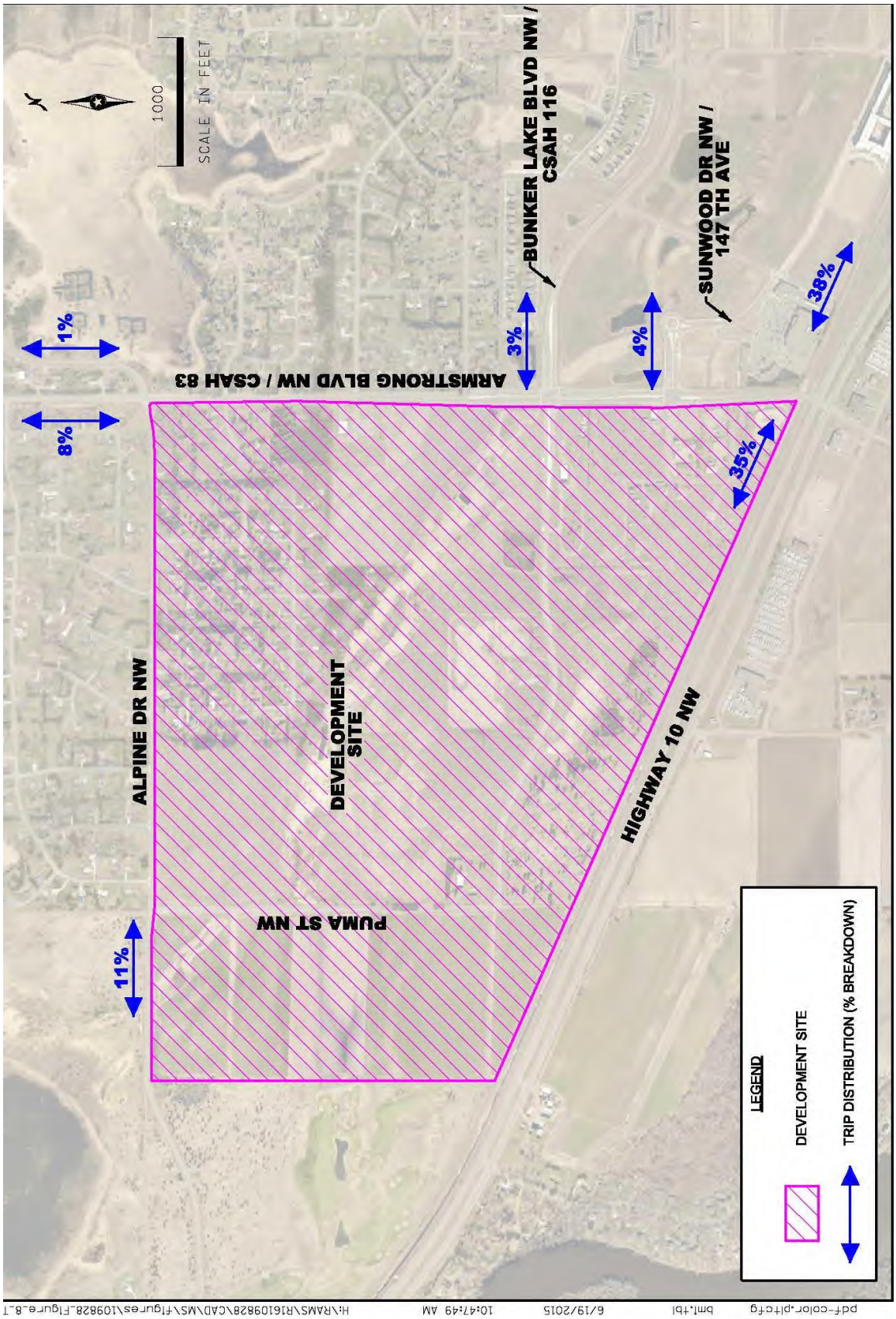


Figure 6.1: 2040 Build Traffic Volumes (Alternative 1A: High School)

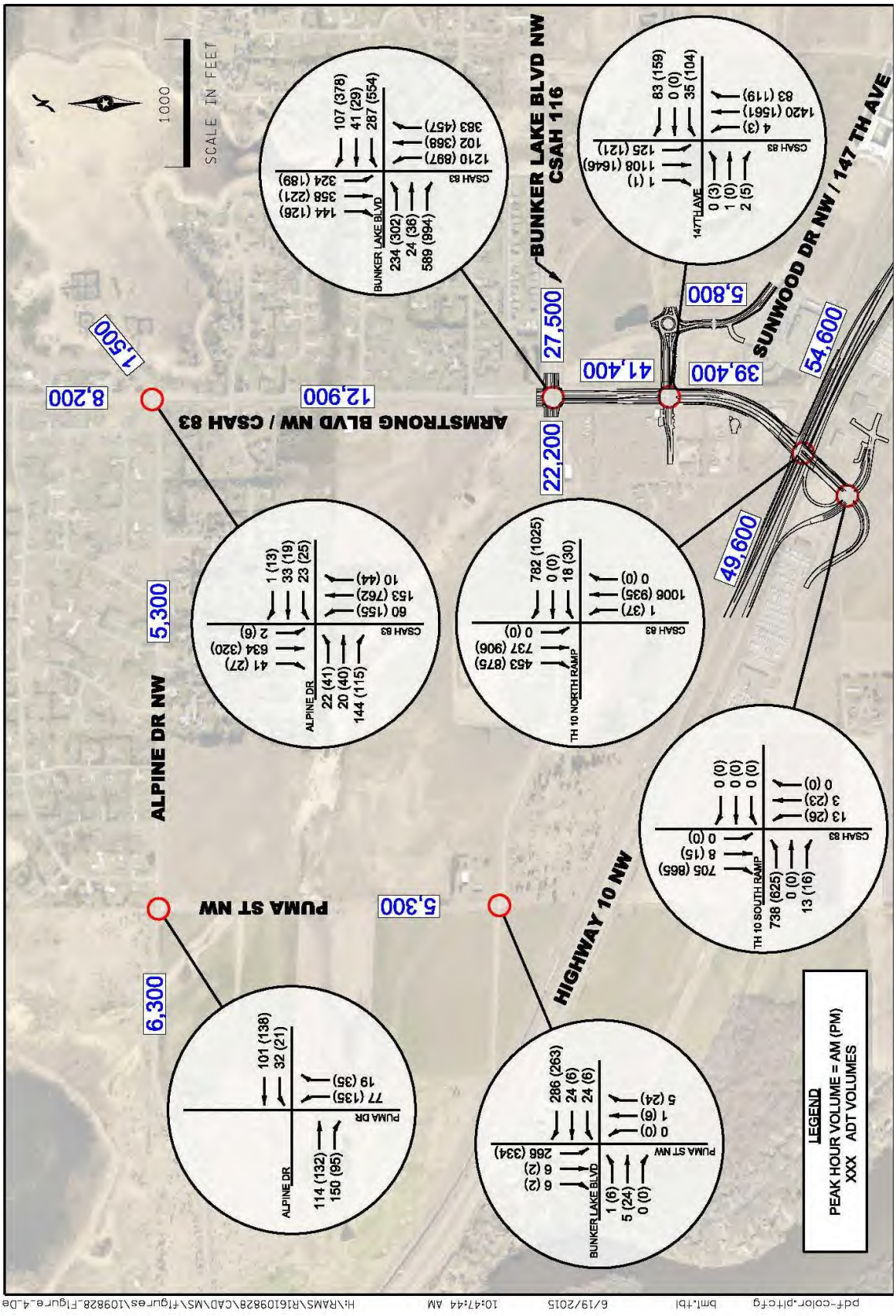


Figure 6.2: 2040 Build Traffic Volumes (Alternative 1B: K-12 Schools)

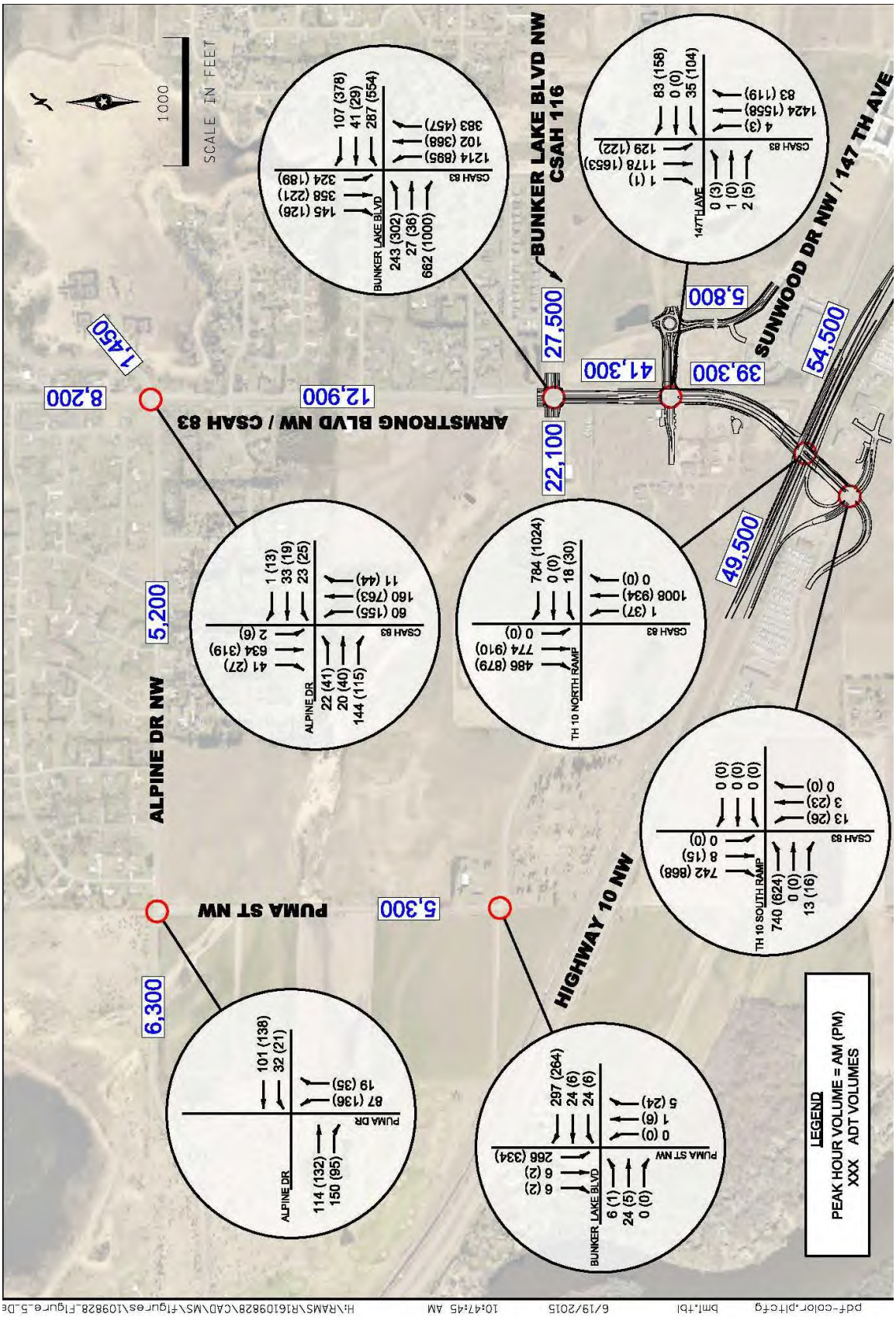


Figure 6.3: 2040 Build Traffic Volumes (Alternative 2: Business Park)

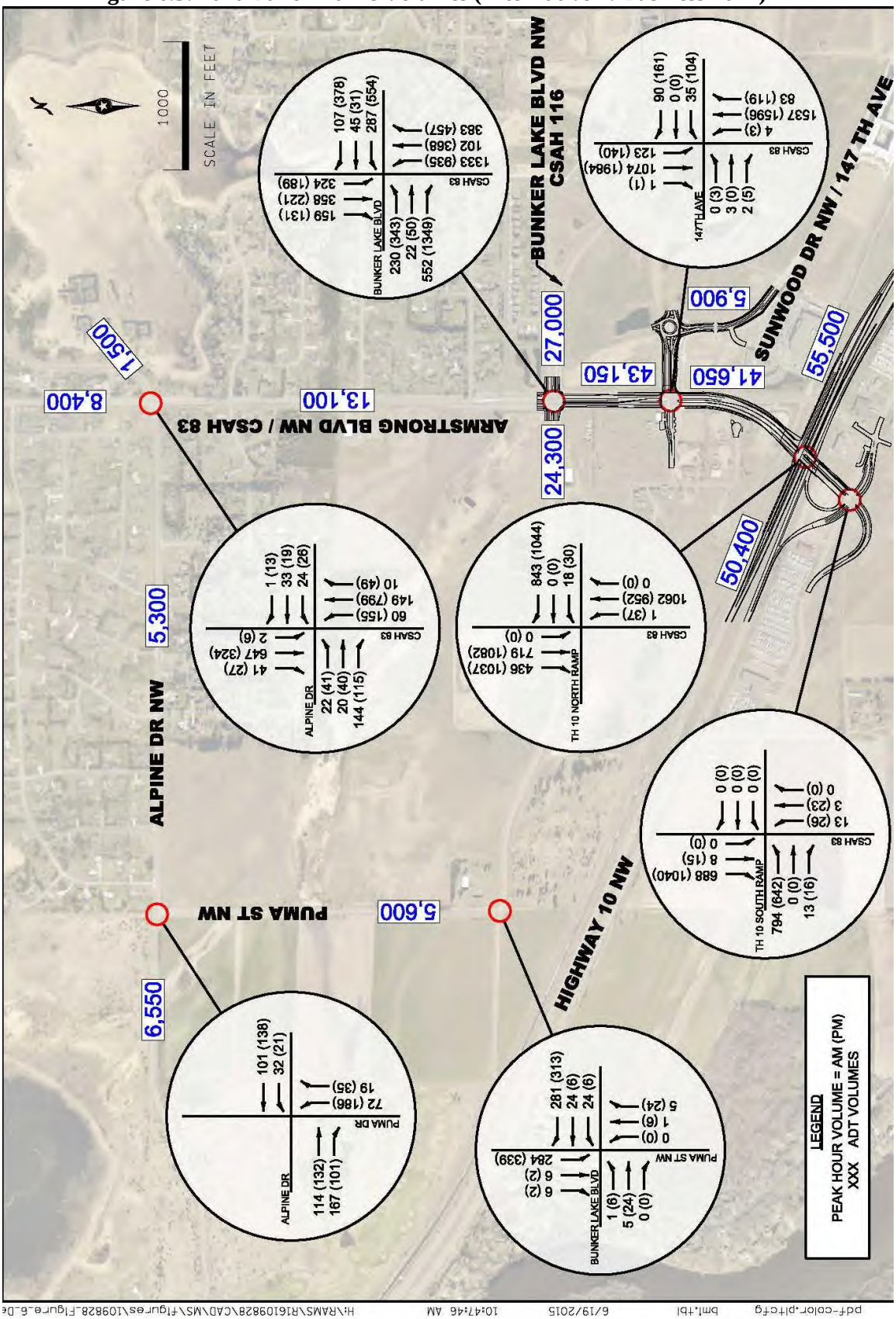
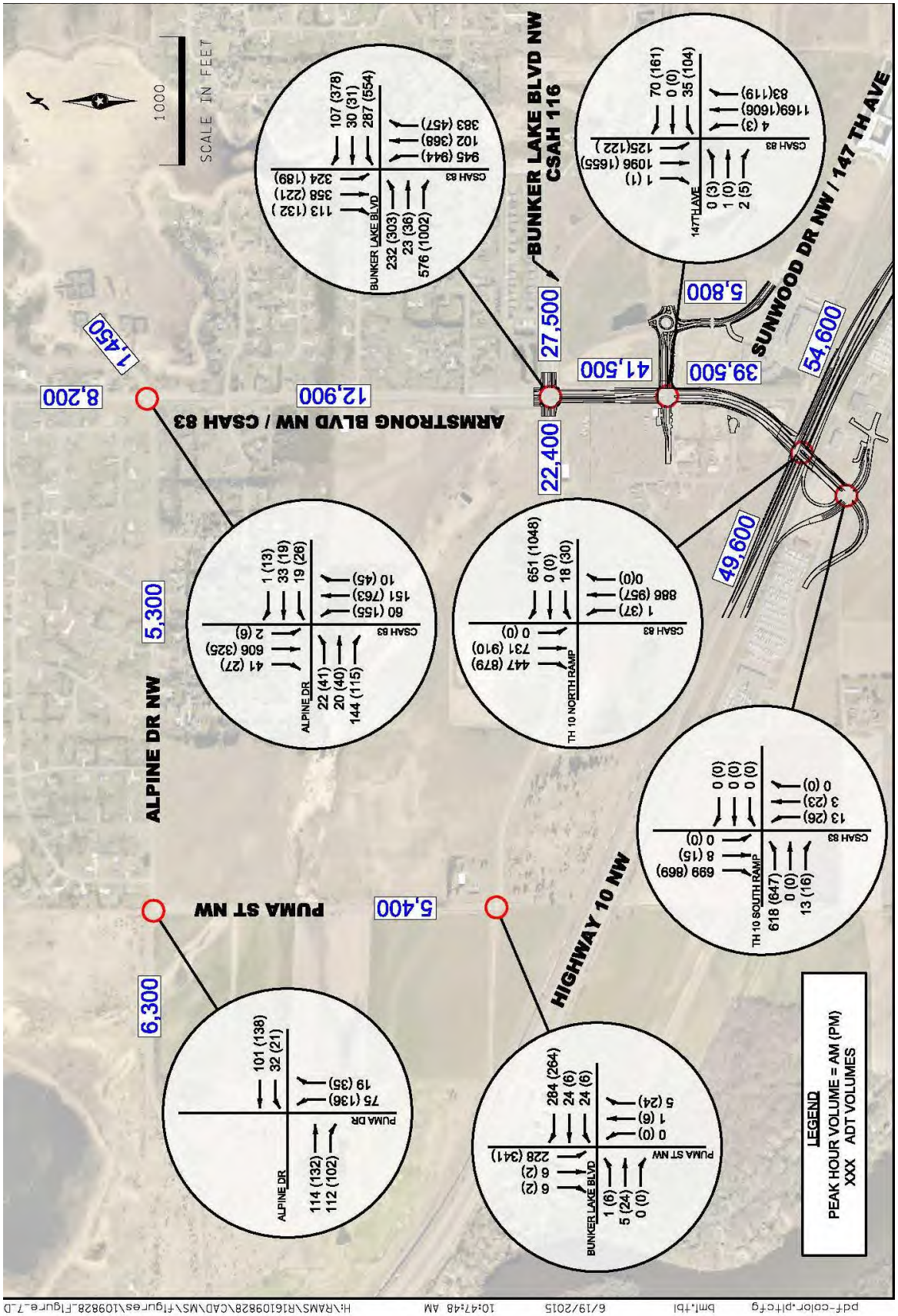


Figure 6.4: 2040 Build Traffic Volumes (Alternative 3: Low Density Residential)



B. 2040 Build Operations

1. Operations Analysis

The traffic operations results for the 2040 Build is included in Tables 8-11.

Table 8: 2040 Build Operations Analysis (Alternative 1A: High School)

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
Design Year 2040 Alternative 1A									
TH 10/169 South Ramp & CSAH 83 (Armstrong Blvd)	AM	47	D	86	F	EBL	EBT	149	734
Signal	PM	18	B	29	C	NBL	EBL	130	241
TH 10/169 North Ramp & CSAH 83 (Armstrong Blvd)	AM	131	F	326	F	WBR	WBT/R	1106	2034
Signal	PM	112	F	280	F	WBR	WBT/R	1104	2061
CSAH 83 (Armstrong Blvd & 147th Avenue	AM	67	E	175	F	NBL	NBT	894	1276
Signal	PM	60	E	114	F	NBT	NBT	873	1262
CSAH 83 (Armstrong Blvd & CSAH 116 (Bunker Lake Blvd)	AM	66	E	162	F	WBL	NBT	793	990
Signal (Added EB through-right, left, and SB left turn lanes)	PM	74	E	182	F	NBL	NBT	821	1014
CSAH 83 (Armstrong Blvd) & Alpine Drive NW	AM	4	A	25	C	WBR	EBL/T	36	88
TWSC	PM	9	A	54	F	EBL	EBL/T	76	171
Alpine Drive NW & Puma Street NW	AM	2	A	7	A	NBL	NBL/T	36	58
TWSC	PM	3	A	8	A	NBL	NBL/R	47	74
Puma Street NW & Bunker Lake Blvd	AM	4	A	9	A	SBT	SBL/T/R	56	84
Option 1: AWSC	PM	4	A	9	A	WBL	SBLR/E	59	86
Puma Street NW & Bunker Lake Blvd	AM	1	A	11	B	EBL	NBT/L	14	49
Option 2: 3 Legged intersection (with curve)	PM	1	A	8	A	EBL	EBL/T	23	43
Puma Street NW & Bunker Lake Blvd	AM	3	A	4	A	SBT	SBL/T/R	18	57
Option 3: Roundabout	PM	3	A	4	A	SBT	WBL/T/R	25	64

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

Table 9: 2040 Build Operations Analysis (Alternative 1B: K-12 Schools)

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
Design Year 2040 Alternative 1B									
TH 10/169 South Ramp & CSAH 83 (Armstrong Blvd)	AM	32	C	56	E	EBL	EBL	225	446
Signal	PM	20	B	34	C	EBL	EBL	140	277
TH 10/169 North Ramp & CSAH 83 (Armstrong Blvd)	AM	137	F	322	F	WBR	WBT/R	1064	1975
Signal	PM	104	F	243	F	WBR	WBT/R	1037	2033
CSAH 83 (Armstrong Blvd & 147th Avenue	AM	90	F	166	F	NBL	NBT	920	1217
Signal	PM	86	F	237	F	NBL	NBT	822	1330
CSAH 83 (Armstrong Blvd & CSAH 116 (Bunker Lake Blvd)	AM	85	F	322	F	WBL	NBT	802	994
Signal (Added EB through-right, left, and SB left turn lanes)	PM	100	F	296	F	WBL	NBT	797	1074
CSAH 83 (Armstrong Blvd) & Alpine Drive NW	AM	4	A	19	C	EBT	EBL/T	36	80
TWSC	PM	7	A	29	D	WBL	EBL/T	52	106
Alpine Drive NW & Puma Street NW	AM	2	A	8	A	NBL	NBL/T	38	60
TWSC	PM	3	A	9	A	NBL	NBL/T	49	79
Puma Street NW & Bunker Lake Blvd	AM	4	A	9	A	SBT	SBL/T/R	54	77
Option 1: AWSC	PM	4	A	10	A	SBT	SBL/T/R	59	87
Puma Street NW & Bunker Lake Blvd	AM	1	A	8	A	EBL	NBL/R	13	43
Option 2: 3 Legged intersection (with curve)	PM	1	A	8	A	EBL	EBL/R	24	46
Puma Street NW & Bunker Lake Blvd	AM	3	A	3	A	SBL	SBL/T/R	18	53
Option 3: Roundabout	PM	3	A	5	A	NBT	SBL/T/R	19	58

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

Table 10: 2040 Traffic Operations Analysis (Alternative 2: Business Park)

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
Design Year 2040 Alternative 2									
TH 10/169 South Ramp & CSAH 83 (Armstrong Blvd)	AM	81	F	147	F	EBL	EBT	434	1574
Signal	PM	48	D	95	F	EBL	EBT	174	815
TH 10/169 North Ramp & CSAH 83 (Armstrong Blvd)	AM	118	F	312	F	WBR	WBT/R	1134	2008
Signal	PM	115	F	347	F	WBR	WBT/R	1212	2070
CSAH 83 (Armstrong Blvd & 147th Avenue	AM	62	E	189	F	NBL	NBT	948	1183
Signal	PM	86	F	140	F	EBL	NBT	893	1263
CSAH 83 (Armstrong Blvd & CSAH 116 (Bunker Lake Blvd)	AM	73	E	228	F	WBL	NBT	798	996
Signal (Added EB through-right, left, and SB left turn lanes)	PM	100	F	293	F	WBL	NBT	841	959
CSAH 83 (Armstrong Blvd) & Alpine Drive NW	AM	4	A	19	C	WBL	EBL/T	35	82
TWSC	PM	6	A	27	D	EBT	NBL/T	47	123
Alpine Drive NW & Puma Street NW	AM	2	A	7	A	NBL	NBL/R	33	52
TWSC	PM	3	A	9	A	NBL	NBL/T	51	79
Puma Street NW & Bunker Lake Blvd	AM	4	A	10	A	SBT	SBL/T/R	60	91
Option 1: AWSC	PM	5	A	10	A	WBL	SBL/T/R	59	90
Puma Street NW & Bunker Lake Blvd	AM	1	A	11	B	EBL	NBL/T	14	45
Option 2: 3 Legged intersection (with curve)	PM	1	A	8	A	EBL	EBL/R	23	47
Puma Street NW & Bunker Lake Blvd	AM	3	A	4	A	SBT	SBL/T/R	20	57
Option 3: Roundabout	PM	3	A	4	A	EBT	SBL/T/R	20	64

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

Table 11: 2040 Build Operations Analysis (Alternative 3: LD Residential)

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
Design Year 2040 Alternative 3									
TH 10/169 South Ramp & CSAH 83 (Armstrong Blvd)	AM	13	B	24	C	NBL	EBL/R	101	176
Signal	PM	28	C	52	D	EBL	EBL/R	190	417
TH 10/169 North Ramp & CSAH 83 (Armstrong Blvd)	AM	85	F	225	F	WBR	WBT/R	694	1628
Signal	PM	109	F	285	F	WBR	WBT/R	1143	2056
CSAH 83 (Armstrong Blvd & 147th Avenue	AM	62	E	272	F	NBL	NBT	824	1289
Signal	PM	87	F	163	F	NBL	NBT	887	1282
CSAH 83 (Armstrong Blvd & CSAH 116 (Bunker Lake Blvd)	AM	72	E	189	F	NBL	NBT	812	1025
Signal (Added EB through-right, left, and SB left turn lanes)	PM	98	F	307	F	WBL	NBT	817	1026
CSAH 83 (Armstrong Blvd) & Alpine Drive NW	AM	4	A	18	C	EBL	NBL/T	32	86
TWSC	PM	7	A	33	D	EBL	EBL/T	59	131
Alpine Drive NW & Puma Street NW	AM	2	A	7	A	NBL	NBL/R	32	55
TWSC	PM	3	A	8	A	NBL	NBL/T	45	72
Puma Street NW & Bunker Lake Blvd	AM	4	A	7	A	WBL	SBL/T/R	52	80
Option 1: AWSC	PM	4	A	9	A	SBT	SBL/T/R	62	95
Puma Street NW & Bunker Lake Blvd	AM	1	A	8	A	EBL	NBL/T	12	45
Option 2: 3 Legged intersection (with curve)	PM	1	A	8	A	EBL	EBL/R	23	41
Puma Street NW & Bunker Lake Blvd	AM	3	A	4	A	EBT	SBL/T/R	16	51
Option 3: Roundabout	PM	3	A	4	A	NBT	SBL/T/R	26	71

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

Based on the expected growth in the area, and the generated trips from the proposed development, the study area is anticipated to have unacceptable operations at multiple intersections. Three of the signalized intersections have an overall LOS of E or worse in all of the alternative scenarios. The other signalized intersection, T.H. 10 South Ramp, is projected to have an acceptable overall LOS in Alternative 1A, 1B, and 3. The alternative 2 scenario shows the T.H. 10 South Ramp intersection having a LOS F during the AM peak hour. All signalized intersections have at least one movement with a LOS of D or worse in all of the scenarios. The unsignalized intersections are projected to operate adequately with the exception of Armstrong Boulevard & Alpine Drive. The eastbound and westbound approaches are experiencing excessive delays at this intersection for all alternatives. Alternative 2 will be used to determine what mitigation is necessary in the study area because it generated the most traffic out of the four alternatives. Overall, the operations can be improved, but are still considered unacceptable at many of the intersections. This is due to the large amount of traffic entering and exiting on Bunker Lake Boulevard and Armstrong Boulevard.

2. Additional Analysis

Additional operations analysis was completed to determine what intersection control would be adequate for the first development entrance west of Armstrong Boulevard on Bunker Lake Boulevard. Because of the heavy traffic along Bunker Lake Boulevard, it was assumed that stop control would not be suitable for this intersection. A roundabout and signal were modeled for the 2040 PM Build Alternative 2 scenario and the results are shown below.

Table 12: Development Intersection Operations Analysis

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
First Development Entrance on Bunker Lake Road (West of Armstrong Boulevard)									
Signal *Lanes: (EB/WB: L, T, T, R. NB/SB: L/T,R)*	PM	30	C	58	E	WBL	SBT	152	310
Roundabout *Lanes: (EB/WB: L/T, T/R. NB/SB: L/T/R)*	PM	27	D	46	E	EB	EBT/R	150	300

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

The signal or roundabout options both operate with an adequate overall level of service if the lanes shown are constructed. There will be at least one movement that has a LOS E or worse in both of the options.

Analysis was also completed to model the intersections if a river crossing was constructed along Armstrong Boulevard. It was assumed that the largest change in traffic due to the addition of the river crossing would be on T.H. 10. Therefore, the T.H. 10 ramp intersections were evaluated for operations. Intersections north of T.H. 10 were assumed to operate similarly to the scenarios without the river crossing.

Table 13: Operations Analysis with River Crossing

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
2040 Build Alt 2 (With River Crossing)									
T.H. 10 South Ramp *Signal*	PM	151	F	475	F	EBL	EBT	1621	2762
T.H. 10 North Ramp *Signal*	PM	98	F	205	F	SBT	WBT/R	667	1550

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

The delays at these intersections get worse with the river crossing because additional vehicles are using these ramps to access the river crossing from T.H. 10. A more thorough investigation should be conducted in the future to determine countermeasures if a river crossing is to be constructed.

C. Proposed Mitigation

1. Mitigation

The proposed No-Build mitigations identified under the No-Build Conditions should be considered as well as the following to improve operations for the 2040 Build condition. Although these changes will improve operations, many of the intersections will still be considered unacceptable. This is due to the large amount of traffic entering and exiting on Bunker Lake Boulevard and Armstrong Boulevard.

a) Traffic Control

It is recommended that the following changes be made with regard to the traffic control in the study area:

Bunker Lake Boulevard & Puma Street

- All-way stop control, a 3 legged intersection with two-way stop control, and a roundabout were evaluated at this intersection. Each option operated with adequate levels of service. (short-term)

b) Geometric Improvements

It is recommended that the following changes be made with regard to the intersection geometry of the study area:

Armstrong Boulevard & Bunker Lake Boulevard

- Add a second eastbound left turn lane (short-term)
- Convert the southerly eastbound through lane into a through-right lane (long-term)
- Another option would be an eastbound free-right with an add lane that can be extended to the T.H. 10 North Ramp (long-term)

It is recommended that free-rights only be constructed when actually needed due the impact they have on pedestrian movements. Another option may be to signalize the right turn movement and provide an overlap phase to provide more green time to the right turn.

D. Additional Operations Analysis (50% Development Completion)

A 2030 analysis was also completed to determine when the study area would start experiencing significant delays. This analysis assumes 50% of the Future Business Park development is complete and 50% of the COR development is complete.

Table 14: 2030 (50% Development) Operations Analysis

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
Design Year 2030 Build Alternative Alternative 2 (50% Development)									
TH 10/169 South Ramp & CSAH 83 (Armstrong Blvd) *Signal*	PM	9	A	17	B	NBL	EBL	64	100
TH 10/169 North Ramp & CSAH 83 (Armstrong Blvd) *Signal*	PM	12	B	22	C	NBL	SBT	178	330
CSAH 83 (Armstrong Blvd & 147th Avenue *Signal((Added EB through, right, left, and SB left turn lanes)*	PM	11	B	37	D	EBL	NBT	130	203
CSAH 83 (Armstrong Blvd & CSAH 116 (Bunker Lake Blvd) *Signal*	PM	37	D	72	E	WBL	EBT	146	561
CSAH 83 (Armstrong Blvd) & Alpine Drive NW *TWSC*	PM	5	A	22	C	EBL	NBL/T	40	126
Alpine Drive NW & Puma Street NW *TWSC*	PM	3	A	6	A	NBR	NBL/T	41	66

Assumes the east (COR) development and west development are 50% built out

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

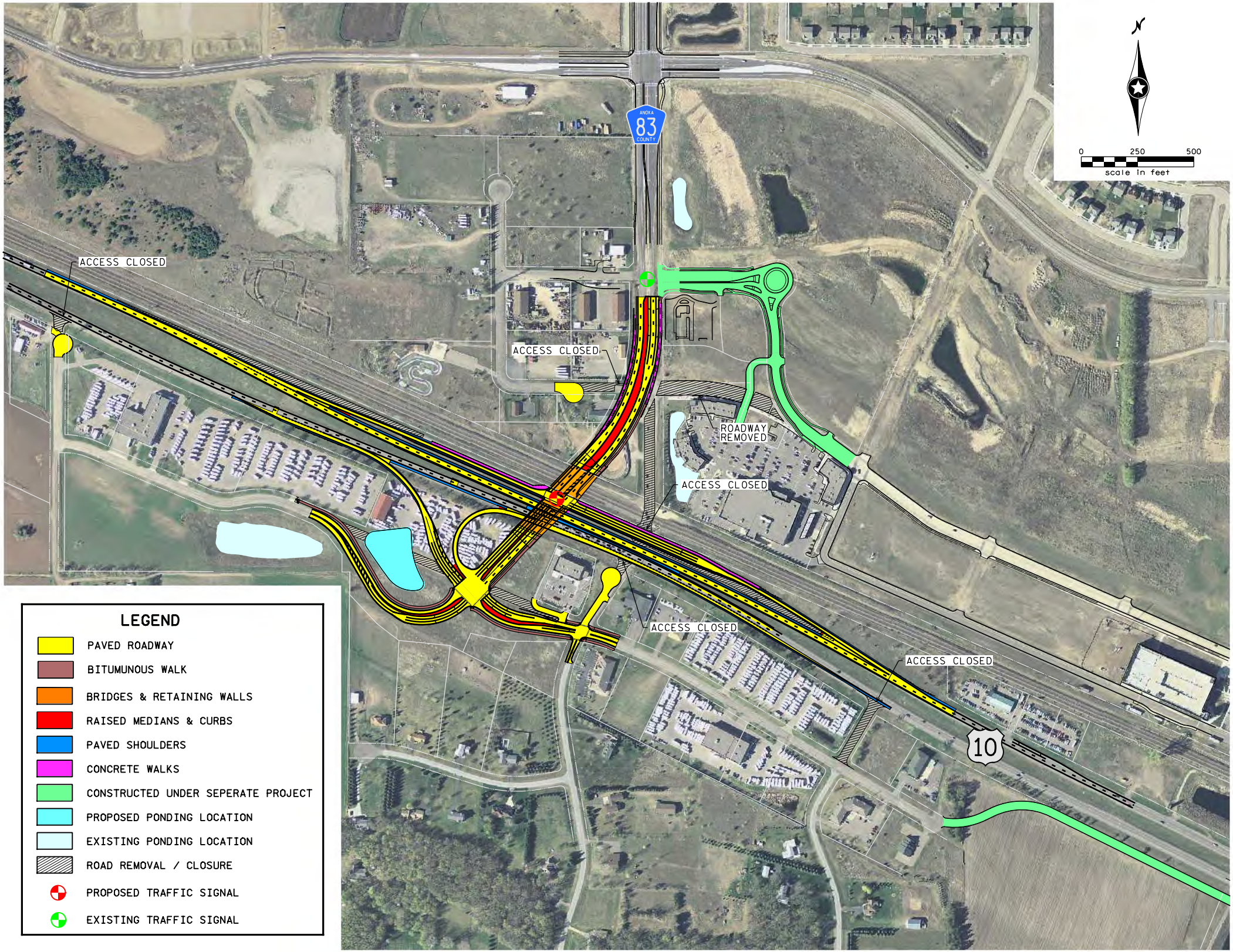
****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

At 50% development, the intersections are anticipated to operate with adequate delays. Therefore, it is projected that the intersections will start to experience excessive delays anywhere from 50% to 100% completion of the development.

APPENDIX A-

TH 10 & ARMSTRONG BOULEVARD

OVERPASS LAYOUT


ACCESS CLOSED
ACCESS CLOSED
ROADWAY REMOVED
ACCESS CLOSED
ACCESS CLOSED
ACCESS CLOSED
ANOKA 83 COUNTY
10
N
0 250 500
scale in feet
LEGEND
PAVED ROADWAY
BITUMUNOUS WALK
BRIDGES & RETAINING WALLS
RAISED MEDIANS & CURBS
PAVED SHOULDERS
CONCRETE WALKS
CONSTRUCTED UNDER SEPERATE PROJECT
PROPOSED PONDING LOCATION
EXISTING PONDING LOCATION
ROAD REMOVAL / CLOSURE
PROPOSED TRAFFIC SIGNAL
EXISTING TRAFFIC SIGNAL

APPENDIX B-

TRAFFIC VOLUMES

Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

File Name : 1 - Alpine Dr & Puma St NW, 4-8-15, 6am-7pm
Site Code : 1
Start Date : 4/8/2015

Alpine Dr and Puma St NW
Ramsey, MN

Groups Printed- Cars + - Trucks

	Southbound						Alpine Dr Westbound						Puma St NW Northbound						Alpine Dr Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
06:00 AM	0	0	0	0	0	0	0	0	7	0	0	7	0	0	0	0	0	0	0	0	3	0	0	3	10
06:15 AM	0	0	0	0	0	0	0	0	12	0	0	12	0	0	0	0	0	0	0	0	6	0	0	6	18
06:30 AM	0	0	0	0	0	0	0	0	7	0	0	7	0	0	0	0	0	0	0	0	13	1	0	14	21
06:45 AM	0	0	0	0	0	0	0	0	12	0	0	12	0	0	0	0	0	0	0	0	9	0	0	9	21
Total	0	0	0	0	0	0	0	0	38	0	0	38	0	0	0	0	0	0	0	0	31	1	0	32	70
07:00 AM	0	0	0	0	0	0	0	0	7	0	0	7	0	0	0	0	0	0	0	0	12	0	0	12	19
07:15 AM	0	0	0	0	0	0	0	0	15	0	0	15	0	0	0	0	0	0	0	0	14	1	0	15	30
07:30 AM	0	0	0	0	0	0	0	0	19	0	0	19	0	1	0	0	0	1	0	0	19	2	0	21	41
07:45 AM	0	0	0	0	0	0	0	0	9	0	0	9	0	0	0	0	0	0	0	0	17	1	0	18	27
Total	0	0	0	0	0	0	0	0	50	0	0	50	0	1	0	0	0	1	0	0	62	4	0	66	117
08:00 AM	0	0	0	0	0	0	0	0	14	0	0	14	0	1	0	0	0	1	0	0	11	2	0	13	28
08:15 AM	0	0	0	0	0	0	0	0	11	0	0	11	0	1	0	0	0	1	0	0	15	0	0	15	27
08:30 AM	0	0	0	0	0	0	0	0	11	0	0	11	0	0	0	0	0	0	0	0	7	1	0	8	19
08:45 AM	0	0	0	0	0	0	0	1	8	0	0	9	0	0	0	0	0	0	0	0	11	0	0	11	20
Total	0	0	0	0	0	0	0	1	44	0	0	45	0	2	0	0	0	2	0	0	44	3	0	47	94
09:00 AM	0	0	0	0	0	0	0	1	10	0	0	11	0	0	0	0	0	0	0	0	5	0	0	5	16
09:15 AM	0	0	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	0	0	0	8	0	0	8	16
09:30 AM	0	0	0	0	0	0	0	0	7	0	0	7	0	1	0	0	0	1	0	0	5	0	0	5	13
09:45 AM	0	0	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	0	0	0	4	0	0	4	10
Total	0	0	0	0	0	0	0	1	31	0	0	32	0	1	0	0	0	1	0	0	22	0	0	22	55
10:00 AM	0	0	0	0	0	0	0	0	8	0	0	8	0	1	0	0	0	1	0	0	7	0	0	7	16
10:15 AM	0	0	0	0	0	0	0	0	4	0	0	4	0	1	0	0	0	1	0	0	0	0	0	0	5
10:30 AM	0	0	0	0	0	0	0	0	6	0	0	6	0	1	0	3	0	4	0	0	5	1	0	6	16
10:45 AM	0	0	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	0	0	0	14	0	0	14	17
Total	0	0	0	0	0	0	0	0	21	0	0	21	0	3	0	3	0	6	0	0	26	1	0	27	54
11:00 AM	0	0	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	0	0	0	5	0	0	5	11
11:15 AM	0	0	0	0	0	0	0	0	10	0	0	10	0	1	0	0	0	1	0	0	7	1	0	8	19
11:30 AM	0	0	0	0	0	0	0	0	11	0	0	11	0	0	0	0	0	0	0	0	6	0	0	6	17
11:45 AM	0	0	0	0	0	0	0	0	8	0	0	8	0	1	0	0	0	1	0	0	6	0	0	6	15
Total	0	0	0	0	0	0	0	0	35	0	0	35	0	2	0	0	0	2	0	0	24	1	0	25	62
12:00 PM	0	0	0	0	0	0	0	0	8	0	0	8	0	1	0	0	0	1	0	0	21	1	0	22	31
12:15 PM	0	0	0	0	0	0	0	0	4	0	0	4	0	0	0	0	0	0	0	0	7	0	0	7	11
12:30 PM	0	0	0	0	0	0	0	0	6	0	0	6	0	2	0	0	0	2	0	0	8	0	1	9	17
12:45 PM	0	0	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	0	0	0	12	0	0	12	15
Total	0	0	0	0	0	0	0	0	21	0	0	21	0	3	0	0	0	3	0	0	48	1	1	50	74
01:00 PM	0	0	0	0	0	0	0	0	11	0	0	11	0	0	0	0	0	0	0	0	11	0	0	11	22
01:15 PM	0	0	0	0	0	0	0	0	11	0	0	11	0	0	0	0	0	0	0	0	7	1	0	8	19
01:30 PM	0	0	0	0	0	0	0	1	9	0	0	10	0	0	0	1	0	1	0	0	4	1	0	5	16
01:45 PM	0	0	0	0	0	0	0	0	11	0	0	11	0	2	0	0	0	2	0	0	7	0	0	7	20
Total	0	0	0	0	0	0	0	1	42	0	0	43	0	2	0	1	0	3	0	0	29	2	0	31	77

Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

File Name : 1 - Alpine Dr & Puma St NW, 4-8-15, 6am-7pm
Site Code : 1
Start Date : 4/8/2015
Page No : 2

Alpine Dr and Puma St NW
Ramsey, MN

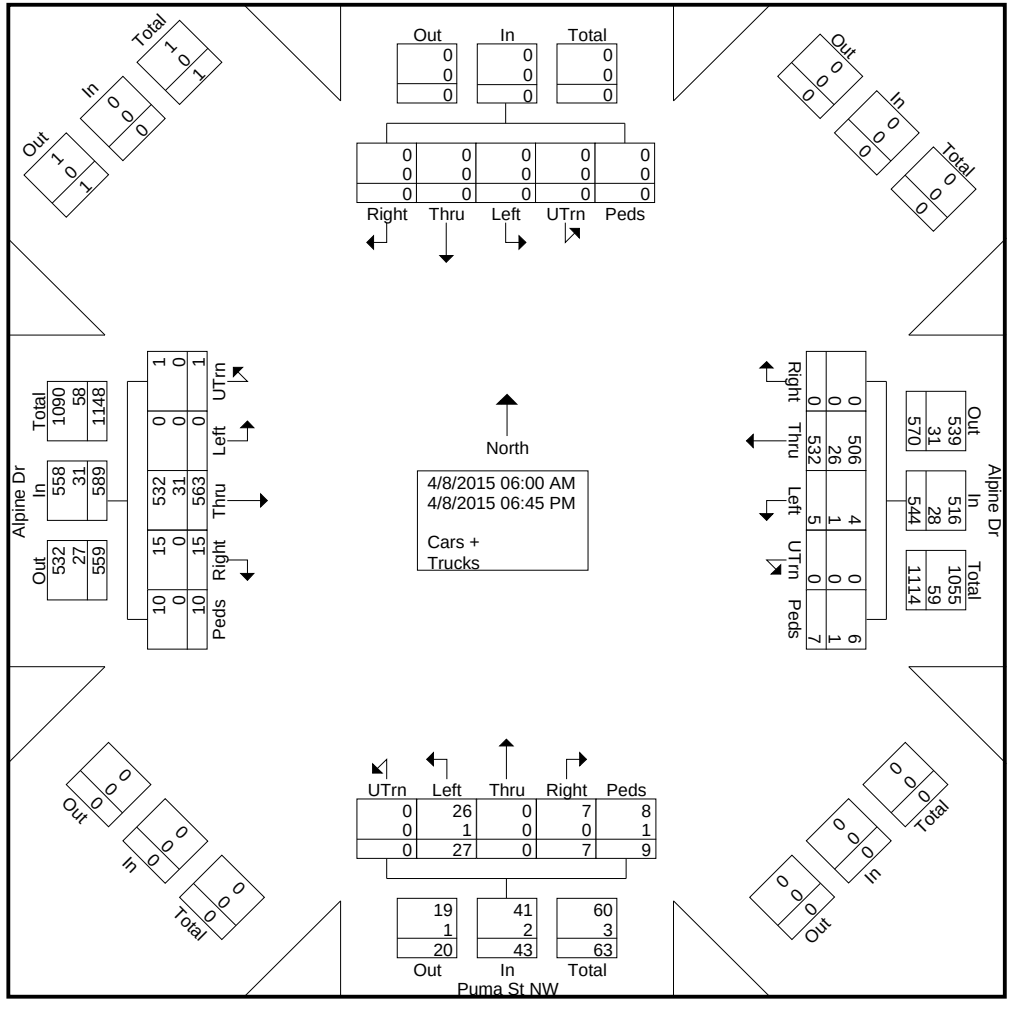
Groups Printed- Cars + - Trucks

	Southbound						Alpine Dr Westbound						Puma St NW Northbound						Alpine Dr Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
02:00 PM	0	0	0	0	0	0	0	0	14	0	1	15	0	0	0	0	0	0	0	0	7	0	0	7	22
02:15 PM	0	0	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	0	0	0	11	0	0	11	16
02:30 PM	0	0	0	0	0	0	0	0	9	0	0	9	0	0	0	0	0	0	0	0	10	0	1	11	20
02:45 PM	0	0	0	0	0	0	0	0	16	0	0	16	0	3	0	0	0	3	0	0	7	0	0	7	26
Total	0	0	0	0	0	0	0	0	44	0	1	45	0	3	0	0	0	3	0	0	35	0	1	36	84
03:00 PM	0	0	0	0	0	0	0	1	12	0	0	13	0	0	0	0	0	0	0	0	13	0	0	13	26
03:15 PM	0	0	0	0	0	0	0	1	16	0	0	17	0	2	0	1	0	3	0	0	9	0	0	9	29
03:30 PM	0	0	0	0	0	0	0	0	11	0	0	11	0	0	0	0	0	0	0	0	12	0	0	12	23
03:45 PM	0	0	0	0	0	0	0	0	8	0	0	8	0	0	0	1	0	1	0	0	21	0	2	23	32
Total	0	0	0	0	0	0	0	2	47	0	0	49	0	2	0	2	0	4	0	0	55	0	2	57	110
04:00 PM	0	0	0	0	0	0	0	0	16	0	2	18	0	0	0	0	0	0	0	0	18	1	0	19	37
04:15 PM	0	0	0	0	0	0	0	0	14	0	0	14	0	0	0	0	0	0	1	0	17	0	0	18	32
04:30 PM	0	0	0	0	0	0	0	0	22	0	0	22	0	0	0	0	0	0	0	0	19	0	0	19	41
04:45 PM	0	0	0	0	0	0	0	0	8	0	0	8	0	2	0	0	0	2	0	0	20	0	1	21	31
Total	0	0	0	0	0	0	0	0	60	0	2	62	0	2	0	0	0	2	1	0	74	1	1	77	141
05:00 PM	0	0	0	0	0	0	0	0	14	0	1	15	0	1	0	0	0	1	0	0	13	0	0	13	29
05:15 PM	0	0	0	0	0	0	0	0	14	0	1	15	0	2	0	0	0	2	0	0	28	0	0	28	45
05:30 PM	0	0	0	0	0	0	0	0	14	0	0	14	0	0	0	0	0	0	0	0	24	0	0	24	38
05:45 PM	0	0	0	0	0	0	0	0	15	0	0	15	0	1	0	0	0	1	0	0	13	0	0	13	29
Total	0	0	0	0	0	0	0	0	57	0	2	59	0	4	0	0	0	4	0	0	78	0	0	78	141
06:00 PM	0	0	0	0	0	0	0	0	10	0	0	10	0	2	0	0	0	2	0	0	10	0	0	10	22
06:15 PM	0	0	0	0	0	0	0	0	11	0	0	11	0	0	0	1	4	5	0	0	12	0	2	14	30
06:30 PM	0	0	0	0	0	0	0	0	11	0	1	12	0	0	0	0	1	1	0	0	7	1	0	8	21
06:45 PM	0	0	0	0	0	0	0	0	10	0	1	11	0	0	0	0	4	4	0	0	6	0	3	9	24
Total	0	0	0	0	0	0	0	0	42	0	2	44	0	2	0	1	9	12	0	0	35	1	5	41	97
Grand Total	0	0	0	0	0	0	0	5	532	0	7	544	0	27	0	7	9	43	1	0	563	15	10	589	1176
Apprch %	0	0	0	0	0		0	0.9	97.8	0	1.3		0	62.8	0	16.3	20.9		0.2	0	95.6	2.5	1.7		
Total %	0	0	0	0	0	0	0	0.4	45.2	0	0.6	46.3	0	2.3	0	0.6	0.8	3.7	0.1	0	47.9	1.3	0.9	50.1	
Cars +	0	0	0	0	0	0	0	4	506	0	6	516	0	26	0	7	8	41	1	0	532	15	10	558	1115
% Cars +	0	0	0	0	0	0	0	80	95.1	0	85.7	94.9	0	96.3	0	100	88.9	95.3	100	0	94.5	100	100	94.7	94.8
Trucks	0	0	0	0	0	0	0	1	26	0	1	28	0	1	0	0	1	2	0	0	31	0	0	31	61
% Trucks	0	0	0	0	0	0	0	20	4.9	0	14.3	5.1	0	3.7	0	0	11.1	4.7	0	0	5.5	0	0	5.3	5.2

Traffic Data Inc
PO Box 16296
St. Louis Park, MN 55416

File Name : 1 - Alpine Dr & Puma St NW, 4-8-15, 6am-7pm
Site Code : 1
Start Date : 4/8/2015
Page No : 3

Alpine Dr and Puma St NW
Ramsey, MN



Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

File Name : 1 - Alpine Dr & Puma St NW, 4-8-15, 6am-7pm
Site Code : 1
Start Date : 4/8/2015
Page No : 4

Alpine Dr and Puma St NW
Ramsey, MN

	Southbound						Alpine Dr Westbound						Puma St NW Northbound						Alpine Dr Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 07:15 AM																									
07:15 AM	0	0	0	0	0	0	0	0	15	0	0	15	0	0	0	0	0	0	0	0	14	1	0	15	30
07:30 AM	0	0	0	0	0	0	0	0	19	0	0	19	0	1	0	0	0	1	0	0	19	2	0	21	41
07:45 AM	0	0	0	0	0	0	0	0	9	0	0	9	0	0	0	0	0	0	0	0	17	1	0	18	27
08:00 AM	0	0	0	0	0	0	0	0	14	0	0	14	0	1	0	0	0	1	0	0	11	2	0	13	28
Total Volume	0	0	0	0	0	0	0	0	57	0	0	57	0	2	0	0	0	2	0	0	61	6	0	67	126
% App. Total	0	0	0	0	0		0	0	100	0	0		0	100	0	0	0		0	0	91	9	0		
PHF	.000	.000	.000	.000	.000	.000	.000	.000	.750	.000	.000	.750	.000	.500	.000	.000	.000	.500	.000	.000	.803	.750	.000	.798	.768
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 11:15 AM																									
11:15 AM	0	0	0	0	0	0	0	0	10	0	0	10	0	1	0	0	0	1	0	0	7	1	0	8	19
11:30 AM	0	0	0	0	0	0	0	0	11	0	0	11	0	0	0	0	0	0	0	0	6	0	0	6	17
11:45 AM	0	0	0	0	0	0	0	0	8	0	0	8	0	1	0	0	0	1	0	0	6	0	0	6	15
12:00 PM	0	0	0	0	0	0	0	0	8	0	0	8	0	1	0	0	0	1	0	0	21	1	0	22	31
Total Volume	0	0	0	0	0	0	0	0	37	0	0	37	0	3	0	0	0	3	0	0	40	2	0	42	82
% App. Total	0	0	0	0	0		0	0	100	0	0		0	100	0	0	0		0	0	95.2	4.8	0		
PHF	.000	.000	.000	.000	.000	.000	.000	.000	.841	.000	.000	.841	.000	.750	.000	.000	.000	.750	.000	.000	.476	.500	.000	.477	.661
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 04:30 PM																									
04:30 PM	0	0	0	0	0	0	0	0	22	0	0	22	0	0	0	0	0	0	0	0	19	0	0	19	41
04:45 PM	0	0	0	0	0	0	0	0	8	0	0	8	0	2	0	0	0	2	0	0	20	0	1	21	31
05:00 PM	0	0	0	0	0	0	0	0	14	0	1	15	0	1	0	0	0	1	0	0	13	0	0	13	29
05:15 PM	0	0	0	0	0	0	0	0	14	0	1	15	0	2	0	0	0	2	0	0	28	0	0	28	45
Total Volume	0	0	0	0	0	0	0	0	58	0	2	60	0	5	0	0	0	5	0	0	80	0	1	81	146
% App. Total	0	0	0	0	0		0	0	96.7	0	3.3		0	100	0	0	0		0	0	98.8	0	1.2		
PHF	.000	.000	.000	.000	.000	.000	.000	.000	.659	.000	.500	.682	.000	.625	.000	.000	.000	.625	.000	.000	.714	.000	.250	.723	.811

Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

File Name : 2 - Armstrong Blvd NW & Alpine Dr, 4-8-15, 6am-7pm
Site Code : 2
Start Date : 4/8/2015
Page No : 1

Armstrong Blvd NW and Alpine Dr
Ramsey, MN

Groups Printed- Cars + - Trucks

	Armstrong Blvd NW Southbound						Alpine Dr Westbound						Armstrong Blvd NW Northbound						Alpine Dr Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
06:00 AM	0	0	58	0	0	58	0	2	3	0	0	5	0	0	6	0	0	6	0	0	1	10	0	11	80
06:15 AM	0	3	73	2	0	78	0	3	4	0	0	7	0	4	12	0	0	16	0	0	1	7	0	8	109
06:30 AM	0	2	82	0	0	84	0	1	4	0	0	5	0	1	8	0	0	9	0	4	2	15	0	21	119
06:45 AM	0	3	87	0	0	90	0	0	8	0	0	8	0	1	6	0	0	7	0	1	3	21	0	25	130
Total	0	8	300	2	0	310	0	6	19	0	0	25	0	6	32	0	0	38	0	5	7	53	0	65	438
07:00 AM	0	2	89	3	0	94	0	0	4	0	0	4	0	4	9	0	0	13	0	1	4	21	0	26	137
07:15 AM	0	0	90	2	0	92	0	2	9	0	0	11	0	1	10	0	0	11	0	0	4	23	0	27	141
07:30 AM	0	0	107	6	0	113	0	1	13	1	0	15	0	2	11	1	0	14	0	3	4	27	0	34	176
07:45 AM	0	0	65	2	0	67	0	5	3	0	0	8	0	2	17	0	0	19	0	1	6	17	0	24	118
Total	0	2	351	13	0	366	0	8	29	1	0	38	0	9	47	1	0	57	0	5	18	88	0	111	572
08:00 AM	0	0	63	1	0	64	0	7	8	1	0	16	0	9	14	0	0	23	0	4	1	12	0	17	120
08:15 AM	0	1	43	1	0	45	0	2	5	0	0	7	0	6	9	2	0	17	0	2	5	19	0	26	95
08:30 AM	0	1	56	2	0	59	0	4	5	2	1	12	0	3	15	1	0	19	0	1	2	11	0	14	104
08:45 AM	0	1	36	4	0	41	0	0	2	0	0	2	0	6	14	1	0	21	0	2	4	9	0	15	79
Total	0	3	198	8	0	209	0	13	20	3	1	37	0	24	52	4	0	80	0	9	12	51	0	72	398
09:00 AM	0	2	53	2	0	57	0	0	3	1	0	4	0	5	12	3	0	20	0	0	2	7	0	9	90
09:15 AM	0	0	43	1	0	44	0	1	4	1	0	6	0	5	24	1	0	30	0	0	3	7	0	10	90
09:30 AM	0	1	28	0	0	29	0	0	3	1	0	4	0	4	17	0	0	21	0	0	3	11	0	14	68
09:45 AM	0	0	23	0	0	23	0	1	3	1	0	5	0	7	25	2	0	34	0	0	0	7	0	7	69
Total	0	3	147	3	0	153	0	2	13	4	0	19	0	21	78	6	0	105	0	0	8	32	0	40	317
10:00 AM	0	1	28	1	0	30	0	1	3	0	0	4	0	3	26	4	0	33	0	1	1	7	0	9	76
10:15 AM	0	0	25	1	0	26	0	1	1	2	0	4	0	6	19	3	0	28	0	0	2	3	1	6	64
10:30 AM	0	3	25	1	0	29	0	3	2	1	0	6	0	3	25	1	0	29	0	0	2	3	0	5	69
10:45 AM	0	2	25	1	0	28	0	4	1	2	0	7	0	2	23	0	0	25	0	2	5	9	0	16	76
Total	0	6	103	4	0	113	0	9	7	5	0	21	0	14	93	8	0	115	0	3	10	22	1	36	285
11:00 AM	0	0	33	1	0	34	0	2	3	0	0	5	0	7	26	1	0	34	0	1	0	7	0	8	81
11:15 AM	0	0	33	1	0	34	0	0	3	2	0	5	0	13	55	3	0	71	0	1	2	5	0	8	118
11:30 AM	0	2	28	0	0	30	0	2	1	0	0	3	0	9	29	1	1	40	0	0	4	7	1	12	85
11:45 AM	0	2	26	0	0	28	0	2	1	0	0	3	0	10	28	2	0	40	0	2	1	6	0	9	80
Total	0	4	120	2	0	126	0	6	8	2	0	16	0	39	138	7	1	185	0	4	7	25	1	37	364
12:00 PM	0	2	33	0	0	35	0	3	6	2	0	11	0	2	25	2	0	29	0	2	3	13	0	18	93
12:15 PM	0	1	20	0	0	21	1	0	5	0	0	6	0	4	29	1	0	34	0	1	2	9	0	12	73
12:30 PM	0	1	27	0	0	28	0	1	1	1	0	3	0	3	21	4	0	28	0	1	3	7	0	11	70
12:45 PM	0	1	30	0	0	31	0	1	2	2	1	6	0	12	33	0	1	46	0	2	4	10	0	16	99
Total	0	5	110	0	0	115	1	5	14	5	1	26	0	21	108	7	1	137	0	6	12	39	0	57	335
01:00 PM	0	0	30	2	0	32	0	1	4	0	0	5	0	8	26	2	0	36	0	0	2	10	0	12	85
01:15 PM	0	0	21	0	0	21	0	2	5	0	0	7	0	10	25	3	0	38	0	1	0	9	1	11	77
01:30 PM	0	1	31	0	0	32	0	3	1	0	0	4	0	8	31	1	0	40	0	0	0	5	0	5	81
01:45 PM	0	0	26	3	0	29	0	1	1	2	0	4	0	8	35	1	0	44	0	1	5	7	0	13	90
Total	0	1	108	5	0	114	0	7	11	2	0	20	0	34	117	7	0	158	0	2	7	31	1	41	333

Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

File Name : 2 - Armstrong Blvd NW & Alpine Dr, 4-8-15, 6am-7pm
Site Code : 2
Start Date : 4/8/2015
Page No : 2

Armstrong Blvd NW and Alpine Dr
Ramsey, MN

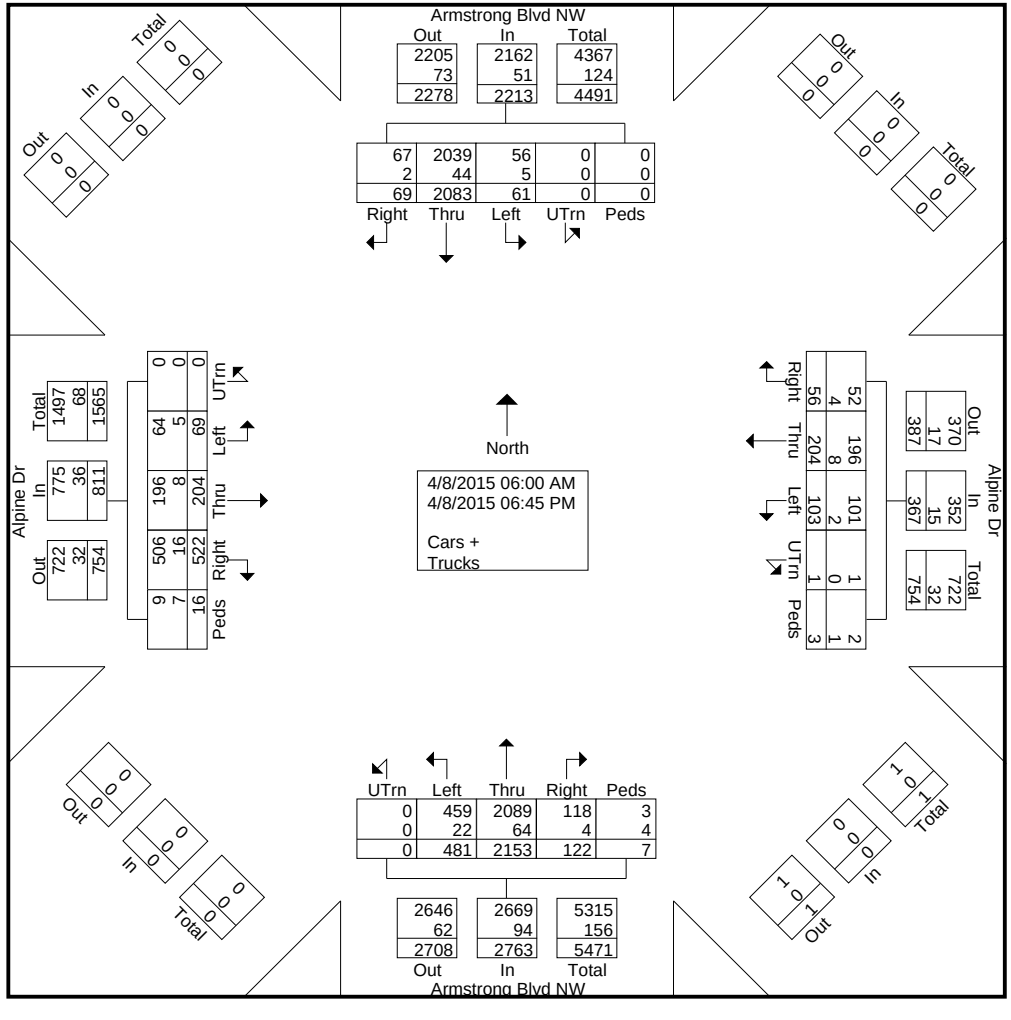
Groups Printed- Cars + - Trucks

	Armstrong Blvd NW Southbound						Alpine Dr Westbound						Armstrong Blvd NW Northbound						Alpine Dr Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
02:00 PM	0	0	28	0	0	28	0	4	5	1	0	10	0	8	41	5	1	55	0	1	0	12	1	14	107
02:15 PM	0	1	31	1	0	33	0	2	3	1	0	6	0	8	52	2	0	62	0	0	2	11	0	13	114
02:30 PM	0	3	31	0	0	34	0	1	0	1	0	2	0	16	52	1	0	69	0	0	4	8	0	12	117
02:45 PM	0	2	25	2	0	29	0	1	4	3	0	8	0	14	68	1	0	83	0	2	3	7	0	12	132
Total	0	6	115	3	0	124	0	8	12	6	0	26	0	46	213	9	1	269	0	3	9	38	1	51	470
03:00 PM	0	3	23	1	0	27	0	1	4	2	0	7	0	20	71	2	0	93	0	0	6	8	0	14	141
03:15 PM	0	2	29	2	0	33	0	1	3	0	0	4	0	12	66	4	0	82	0	5	2	8	3	18	137
03:30 PM	0	3	34	2	0	39	0	1	6	3	0	10	0	13	79	2	0	94	0	1	6	8	0	15	158
03:45 PM	0	0	37	0	0	37	0	3	2	1	0	6	0	9	78	7	1	95	0	3	11	8	1	23	161
Total	0	8	123	5	0	136	0	6	15	6	0	27	0	54	294	15	1	364	0	9	25	32	4	70	597
04:00 PM	0	0	37	2	0	39	0	1	6	1	0	8	0	22	85	2	0	109	0	1	8	13	2	24	180
04:15 PM	0	1	35	0	0	36	0	2	5	6	0	13	0	16	96	11	1	124	0	3	10	6	1	20	193
04:30 PM	0	2	37	2	0	41	0	3	5	4	0	12	0	28	126	11	0	165	0	1	7	15	1	24	242
04:45 PM	0	3	32	6	0	41	0	3	3	3	0	9	0	9	102	4	0	115	0	4	11	12	1	28	193
Total	0	6	141	10	0	157	0	9	19	14	0	42	0	75	409	28	1	513	0	9	36	46	5	96	808
05:00 PM	0	0	29	0	0	29	0	4	4	0	1	9	0	22	109	3	1	135	0	2	8	5	0	15	188
05:15 PM	0	0	27	2	0	29	0	1	7	1	0	9	0	19	81	5	0	105	0	4	12	11	0	27	170
05:30 PM	0	1	38	4	0	43	0	2	5	1	0	8	0	24	84	2	1	111	0	3	10	15	1	29	191
05:45 PM	0	0	39	0	0	39	0	0	1	2	0	3	0	17	76	6	0	99	0	1	7	4	0	12	153
Total	0	1	133	6	0	140	0	7	17	4	1	29	0	82	350	16	2	450	0	10	37	35	1	83	702
06:00 PM	0	2	23	1	0	26	0	1	2	1	0	4	0	19	76	3	0	98	0	2	5	7	1	15	143
06:15 PM	0	1	35	2	0	38	0	1	5	2	0	8	0	16	54	6	0	76	0	1	5	8	1	15	137
06:30 PM	0	3	37	3	0	43	0	9	5	1	0	15	0	10	36	4	0	50	0	1	2	9	0	12	120
06:45 PM	0	2	39	2	0	43	0	6	8	0	0	14	0	11	56	1	0	68	0	0	4	6	0	10	135
Total	0	8	134	8	0	150	0	17	20	4	0	41	0	56	222	14	0	292	0	4	16	30	2	52	535
Grand Total	0	61	2083	69	0	2213	1	103	204	56	3	367	0	481	2153	122	7	2763	0	69	204	522	16	811	6154
Apprch %	0	2.8	94.1	3.1	0		0.3	28.1	55.6	15.3	0.8		0	17.4	77.9	4.4	0.3		0	8.5	25.2	64.4	2		
Total %	0	1	33.8	1.1	0	36	0	1.7	3.3	0.9	0	6	0	7.8	35	2	0.1	44.9	0	1.1	3.3	8.5	0.3	13.2	
Cars +	0	56	2039	67	0	2162	1	101	196	52	2	352	0	459	2089	118	3	2669	0	64	196	506	9	775	5958
% Cars +	0	91.8	97.9	97.1	0	97.7	100	98.1	96.1	92.9	66.7	95.9	0	95.4	97	96.7	42.9	96.6	0	92.8	96.1	96.9	56.2	95.6	96.8
Trucks	0	5	44	2	0	51	0	2	8	4	1	15	0	22	64	4	4	94	0	5	8	16	7	36	196
% Trucks	0	8.2	2.1	2.9	0	2.3	0	1.9	3.9	7.1	33.3	4.1	0	4.6	3	3.3	57.1	3.4	0	7.2	3.9	3.1	43.8	4.4	3.2

Traffic Data Inc
PO Box 16296
St. Louis Park, MN 55416

File Name : 2 - Armstrong Blvd NW & Alpine Dr, 4-8-15, 6am-7pm
Site Code : 2
Start Date : 4/8/2015
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Armstrong Blvd NW and Alpine Dr
Ramsey, MN



Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

File Name : 2 - Armstrong Blvd NW & Alpine Dr, 4-8-15, 6am-7pm
Site Code : 2
Start Date : 4/8/2015
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Armstrong Blvd NW and Alpine Dr
Ramsey, MN

	Armstrong Blvd NW Southbound						Alpine Dr Westbound						Armstrong Blvd NW Northbound						Alpine Dr Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 06:45 AM																									
06:45 AM	0	3	87	0	0	90	0	0	8	0	0	8	0	1	6	0	0	7	0	1	3	21	0	25	130
07:00 AM	0	2	89	3	0	94	0	0	4	0	0	4	0	4	9	0	0	13	0	1	4	21	0	26	137
07:15 AM	0	0	90	2	0	92	0	2	9	0	0	11	0	1	10	0	0	11	0	0	4	23	0	27	141
07:30 AM	0	0	107	6	0	113	0	1	13	1	0	15	0	2	11	1	0	14	0	3	4	27	0	34	176
Total Volume	0	5	373	11	0	389	0	3	34	1	0	38	0	8	36	1	0	45	0	5	15	92	0	112	584
% App. Total	0	1.3	95.9	2.8	0		0	7.9	89.5	2.6	0		0	17.8	80	2.2	0		0	4.5	13.4	82.1	0		
PHF	.000	.417	.871	.458	.000	.861	.000	.375	.654	.250	.000	.633	.000	.500	.818	.250	.000	.804	.000	.417	.938	.852	.000	.824	.830
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 11:15 AM																									
11:15 AM	0	0	33	1	0	34	0	0	3	2	0	5	0	13	55	3	0	71	0	1	2	5	0	8	118
11:30 AM	0	2	28	0	0	30	0	2	1	0	0	3	0	9	29	1	1	40	0	0	4	7	1	12	85
11:45 AM	0	2	26	0	0	28	0	2	1	0	0	3	0	10	28	2	0	40	0	2	1	6	0	9	80
12:00 PM	0	2	33	0	0	35	0	3	6	2	0	11	0	2	25	2	0	29	0	2	3	13	0	18	93
Total Volume	0	6	120	1	0	127	0	7	11	4	0	22	0	34	137	8	1	180	0	5	10	31	1	47	376
% App. Total	0	4.7	94.5	0.8	0		0	31.8	50	18.2	0		0	18.9	76.1	4.4	0.6		0	10.6	21.3	66	2.1		
PHF	.000	.750	.909	.250	.000	.907	.000	.583	.458	.500	.000	.500	.000	.654	.623	.667	.250	.634	.000	.625	.625	.596	.250	.653	.797
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 04:15 PM																									
04:15 PM	0	1	35	0	0	36	0	2	5	6	0	13	0	16	96	11	1	124	0	3	10	6	1	20	193
04:30 PM	0	2	37	2	0	41	0	3	5	4	0	12	0	28	126	11	0	165	0	1	7	15	1	24	242
04:45 PM	0	3	32	6	0	41	0	3	3	3	0	9	0	9	102	4	0	115	0	4	11	12	1	28	193
05:00 PM	0	0	29	0	0	29	0	4	4	0	1	9	0	22	109	3	1	135	0	2	8	5	0	15	188
Total Volume	0	6	133	8	0	147	0	12	17	13	1	43	0	75	433	29	2	539	0	10	36	38	3	87	816
% App. Total	0	4.1	90.5	5.4	0		0	27.9	39.5	30.2	2.3		0	13.9	80.3	5.4	0.4		0	11.5	41.4	43.7	3.4		
PHF	.000	.500	.899	.333	.000	.896	.000	.750	.850	.542	.250	.827	.000	.670	.859	.659	.500	.817	.000	.625	.818	.633	.750	.777	.843

Traffic Data Inc
PO Box 16296
St. Louis Park, MN 55416

File Name : 3 - Armstrong Blvd NW & Bunker Lake Blvd, 4-8-15, 6am-7pm
Site Code : 3
Start Date : 4/8/2015
Page No : 1

Armstrong Blvd NW and Bunker Lake Blvd
Ramsey, MN

Groups Printed- Cars + - Trucks

	Armstrong Blvd NW Southbound						Bunker Lake Blvd Westbound						Armstrong Blvd NW Northbound						Bunker Lake Blvd Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
06:00 AM	0	12	59	0	0	71	0	1	0	5	0	6	0	0	4	2	0	6	0	0	0	0	0	0	83
06:15 AM	0	24	61	0	0	85	0	0	0	3	0	3	0	0	12	1	0	13	0	0	0	0	0	0	101
06:30 AM	0	37	66	0	2	105	0	3	0	5	2	10	0	0	4	4	0	8	0	0	0	1	0	1	124
06:45 AM	0	50	63	0	0	113	0	1	0	4	0	5	0	0	4	4	0	8	0	0	0	0	0	0	126
Total	0	123	249	0	2	374	0	5	0	17	2	24	0	0	24	11	0	35	0	0	0	1	0	1	434
07:00 AM	0	42	66	0	0	108	0	3	0	7	0	10	0	0	7	1	0	8	0	0	0	0	0	0	126
07:15 AM	0	50	66	0	0	116	0	4	0	7	0	11	0	0	5	2	0	7	0	0	1	0	0	1	135
07:30 AM	0	71	74	0	0	145	0	7	1	6	0	14	0	0	10	7	0	17	0	0	1	1	0	2	178
07:45 AM	0	48	52	0	0	100	0	6	0	7	0	13	0	0	15	7	0	22	0	0	1	0	0	1	136
Total	0	211	258	0	0	469	0	20	1	27	0	48	0	0	37	17	0	54	0	0	3	1	0	4	575
08:00 AM	0	22	60	0	0	82	0	1	1	13	0	15	0	0	10	3	0	13	0	0	1	0	0	1	111
08:15 AM	0	21	49	0	0	70	0	3	1	11	0	15	0	0	16	6	0	22	0	0	1	0	0	1	108
08:30 AM	0	32	55	0	0	87	0	1	0	5	0	6	0	0	16	0	0	16	0	0	0	1	0	1	110
08:45 AM	0	7	44	0	0	51	0	6	0	14	0	20	1	0	11	1	0	13	0	0	1	0	0	1	85
Total	0	82	208	0	0	290	0	11	2	43	0	56	1	0	53	10	0	64	0	0	3	1	0	4	414
09:00 AM	0	17	44	0	0	61	0	4	0	5	0	9	0	0	17	1	0	18	0	0	1	0	0	1	89
09:15 AM	0	5	43	0	0	48	0	2	0	15	0	17	0	0	18	1	0	19	0	0	0	0	0	0	84
09:30 AM	0	11	38	0	0	49	0	5	1	7	0	13	0	0	19	2	0	21	0	0	0	0	0	0	83
09:45 AM	0	10	31	0	0	41	0	3	0	8	0	11	0	0	26	1	0	27	0	0	0	0	0	0	79
Total	0	43	156	0	0	199	0	14	1	35	0	50	0	0	80	5	0	85	0	0	1	0	0	1	335
10:00 AM	0	7	36	0	0	43	0	2	1	12	0	15	0	0	19	1	0	20	0	0	0	0	0	0	78
10:15 AM	0	8	24	0	0	32	1	3	1	5	1	11	0	0	23	2	0	25	0	0	0	0	0	0	68
10:30 AM	0	5	32	2	0	39	0	4	0	11	0	15	0	2	17	3	0	22	0	0	0	1	0	1	77
10:45 AM	0	10	30	0	0	40	0	6	0	11	0	17	0	0	14	0	0	14	0	0	0	0	0	0	71
Total	0	30	122	2	0	154	1	15	2	39	1	58	0	2	73	6	0	81	0	0	0	1	0	1	294
11:00 AM	0	11	38	0	1	50	1	4	0	11	1	17	0	0	27	2	1	30	0	0	0	0	1	1	98
11:15 AM	0	13	29	0	0	42	0	5	1	12	1	19	0	0	28	2	0	30	0	0	0	1	0	1	92
11:30 AM	0	6	34	0	0	40	0	7	0	15	0	22	0	1	32	2	0	35	0	0	0	0	0	0	97
11:45 AM	0	3	37	0	0	40	0	3	0	11	1	15	0	0	36	3	0	39	0	0	0	0	0	0	94
Total	0	33	138	0	1	172	1	19	1	49	3	73	0	1	123	9	1	134	0	0	0	1	1	2	381
12:00 PM	1	10	30	0	0	41	0	1	0	6	0	7	0	1	25	6	0	32	0	0	0	2	0	2	82
12:15 PM	0	8	28	0	0	36	0	4	0	16	0	20	1	0	22	2	0	25	0	0	0	0	0	0	81
12:30 PM	0	9	33	0	0	42	0	4	0	9	0	13	0	1	23	2	0	26	0	0	0	0	0	0	81
12:45 PM	0	12	29	0	1	42	0	5	0	18	1	24	0	0	30	7	1	38	0	0	0	0	0	0	104
Total	1	39	120	0	1	161	0	14	0	49	1	64	1	2	100	17	1	121	0	0	0	2	0	2	348
01:00 PM	0	10	27	0	0	37	0	4	0	11	0	15	0	0	27	5	0	32	0	0	0	0	0	0	84
01:15 PM	0	11	28	0	1	40	0	4	0	12	2	18	0	3	30	1	1	35	0	0	0	2	1	3	96
01:30 PM	0	10	26	0	0	36	0	3	1	9	0	13	0	0	31	2	0	33	0	0	2	0	0	2	84
01:45 PM	0	4	31	0	0	35	0	2	1	14	1	18	1	0	32	2	1	36	0	0	0	0	0	0	89
Total	0	35	112	0	1	148	0	13	2	46	3	64	1	3	120	10	2	136	0	0	2	2	1	5	353

Traffic Data Inc

PO Box 16296
St. Louis Park, MN 55416

File Name : 3 - Armstrong Blvd NW & Bunker Lake Blvd, 4-8-15, 6am-7pm
Site Code : 3
Start Date : 4/8/2015
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Armstrong Blvd NW and Bunker Lake Blvd
Ramsey, MN

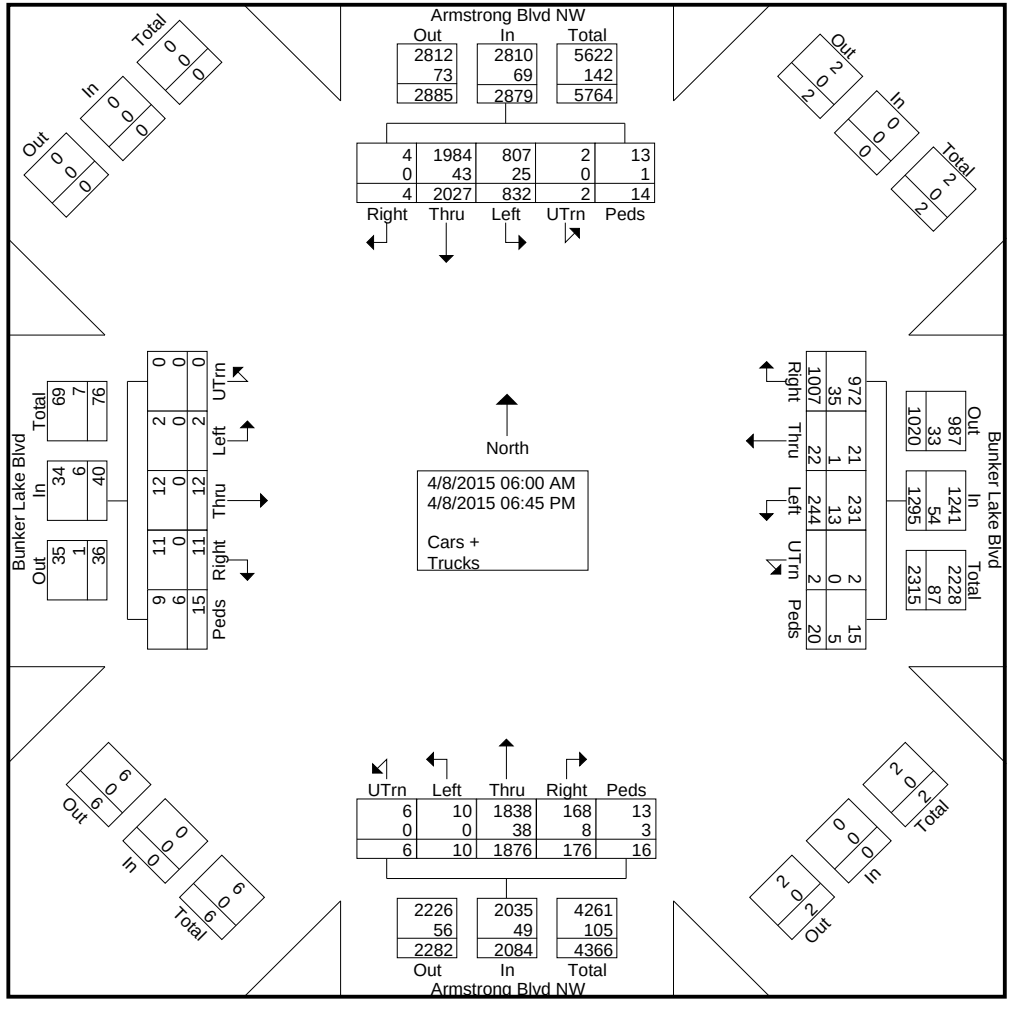
Groups Printed- Cars + - Trucks

	Armstrong Blvd NW Southbound						Bunker Lake Blvd Westbound						Armstrong Blvd NW Northbound						Bunker Lake Blvd Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
02:00 PM	0	10	30	0	0	40	0	5	0	18	0	23	0	0	40	3	0	43	0	0	0	0	0	0	106
02:15 PM	0	11	31	0	0	42	0	6	0	13	0	19	0	0	45	10	0	55	0	0	0	1	0	1	117
02:30 PM	0	8	39	0	0	47	0	4	0	28	0	32	0	1	41	5	0	47	0	1	0	0	0	1	127
02:45 PM	0	13	19	0	0	32	0	4	3	26	0	33	0	0	58	5	0	63	0	0	0	0	0	0	128
Total	0	42	119	0	0	161	0	19	3	85	0	107	0	1	184	23	0	208	0	1	0	1	0	2	478
03:00 PM	0	13	23	0	0	36	0	7	0	49	0	56	0	0	50	7	0	57	0	0	0	0	0	0	149
03:15 PM	0	9	33	0	0	42	0	5	1	38	0	44	0	0	49	3	0	52	0	0	0	0	0	0	138
03:30 PM	0	13	34	0	3	50	0	16	1	46	0	63	0	0	53	5	0	58	0	0	0	0	2	2	173
03:45 PM	0	15	36	0	0	51	0	6	0	37	0	43	2	0	63	5	0	70	0	0	0	0	0	0	164
Total	0	50	126	0	3	179	0	34	2	170	0	206	2	0	215	20	0	237	0	0	0	0	2	2	624
04:00 PM	0	17	27	0	0	44	0	5	0	45	1	51	0	0	65	4	0	69	0	0	1	0	0	1	165
04:15 PM	0	12	37	0	0	49	0	14	0	50	0	64	0	0	80	2	1	83	0	0	0	0	1	1	197
04:30 PM	0	15	43	0	1	59	0	17	0	77	2	96	1	0	90	6	0	97	0	0	0	1	1	2	254
04:45 PM	0	14	38	0	1	53	0	8	2	39	1	50	0	0	82	5	2	89	0	0	0	0	2	2	194
Total	0	58	145	0	2	205	0	44	2	211	4	261	1	0	317	17	3	338	0	0	1	1	4	6	810
05:00 PM	0	9	31	1	0	41	0	7	1	56	0	64	0	0	86	4	0	90	0	0	0	0	0	0	195
05:15 PM	0	8	32	0	0	40	0	9	2	27	2	40	0	0	87	7	0	94	0	0	0	0	0	0	174
05:30 PM	0	14	43	0	1	58	0	4	0	42	0	46	0	0	81	3	1	85	0	0	0	0	1	1	190
05:45 PM	1	14	33	0	0	48	0	1	2	20	0	23	0	1	77	5	1	84	0	1	0	0	0	1	156
Total	1	45	139	1	1	187	0	21	5	145	2	173	0	1	331	19	2	353	0	1	0	0	1	2	715
06:00 PM	0	10	28	0	2	40	0	5	1	33	2	41	0	0	68	3	1	72	0	0	1	0	1	2	155
06:15 PM	0	13	33	1	1	48	0	5	0	24	2	31	0	0	56	3	6	65	0	0	0	0	5	5	149
06:30 PM	0	9	36	0	0	45	0	4	0	17	0	21	0	0	37	4	0	41	0	0	0	0	0	0	107
06:45 PM	0	9	38	0	0	47	0	1	0	17	0	18	0	0	58	2	0	60	0	0	1	0	0	1	126
Total	0	41	135	1	3	180	0	15	1	91	4	111	0	0	219	12	7	238	0	0	2	0	6	8	537
Grand Total	2	832	2027	4	14	2879	2	244	22	1007	20	1295	6	10	1876	176	16	2084	0	2	12	11	15	40	6298
Apprch %	0.1	28.9	70.4	0.1	0.5		0.2	18.8	1.7	77.8	1.5		0.3	0.5	90	8.4	0.8		0	5	30	27.5	37.5		
Total %	0	13.2	32.2	0.1	0.2	45.7	0	3.9	0.3	16	0.3	20.6	0.1	0.2	29.8	2.8	0.3	33.1	0	0	0.2	0.2	0.2	0.6	
Cars +	2	807	1984	4	13	2810	2	231	21	972	15	1241	6	10	1838	168	13	2035	0	2	12	11	9	34	6120
% Cars +	100	97	97.9	100	92.9	97.6	100	94.7	95.5	96.5	75	95.8	100	100	98	95.5	81.2	97.6	0	100	100	100	60	85	97.2
Trucks	0	25	43	0	1	69	0	13	1	35	5	54	0	0	38	8	3	49	0	0	0	0	6	6	178
% Trucks	0	3	2.1	0	7.1	2.4	0	5.3	4.5	3.5	25	4.2	0	0	2	4.5	18.8	2.4	0	0	0	0	40	15	2.8

Traffic Data Inc
PO Box 16296
St. Louis Park, MN 55416

File Name : 3 - Armstrong Blvd NW & Bunker Lake Blvd, 4-8-15, 6am-7pm
Site Code : 3
Start Date : 4/8/2015
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Armstrong Blvd NW and Bunker Lake Blvd
Ramsey, MN



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File Name : 3 - Armstrong Blvd NW & Bunker Lake Blvd, 4-8-15, 6am-7pm
Site Code : 3
Start Date : 4/8/2015

Armstrong Blvd NW and Bunker Lake Blvd
Ramsey, MN

	Armstrong Blvd NW Southbound						Bunker Lake Blvd Westbound						Armstrong Blvd NW Northbound						Bunker Lake Blvd Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 07:00 AM																									
07:00 AM	0	42	66	0	0	108	0	3	0	7	0	10	0	0	7	1	0	8	0	0	0	0	0	0	126
07:15 AM	0	50	66	0	0	116	0	4	0	7	0	11	0	0	5	2	0	7	0	0	1	0	0	1	135
07:30 AM	0	71	74	0	0	145	0	7	1	6	0	14	0	0	10	7	0	17	0	0	1	1	0	2	178
07:45 AM	0	48	52	0	0	100	0	6	0	7	0	13	0	0	15	7	0	22	0	0	1	0	0	1	136
Total Volume	0	211	258	0	0	469	0	20	1	27	0	48	0	0	37	17	0	54	0	0	3	1	0	4	575
% App. Total	0	45	55	0	0		0	41.7	2.1	56.2	0		0	0	68.5	31.5	0		0	0	75	25	0		
PHF	.000	.743	.872	.000	.000	.809	.000	.714	.250	.964	.000	.857	.000	.000	.617	.607	.000	.614	.000	.000	.750	.250	.000	.500	.808
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 11:00 AM																									
11:00 AM	0	11	38	0	1	50	1	4	0	11	1	17	0	0	27	2	1	30	0	0	0	0	1	1	98
11:15 AM	0	13	29	0	0	42	0	5	1	12	1	19	0	0	28	2	0	30	0	0	0	1	0	1	92
11:30 AM	0	6	34	0	0	40	0	7	0	15	0	22	0	1	32	2	0	35	0	0	0	0	0	0	97
11:45 AM	0	3	37	0	0	40	0	3	0	11	1	15	0	0	36	3	0	39	0	0	0	0	0	0	94
Total Volume	0	33	138	0	1	172	1	19	1	49	3	73	0	1	123	9	1	134	0	0	0	1	1	2	381
% App. Total	0	19.2	80.2	0	0.6		1.4	26	1.4	67.1	4.1		0	0.7	91.8	6.7	0.7		0	0	0	50	50		
PHF	.000	.635	.908	.000	.250	.860	.250	.679	.250	.817	.750	.830	.000	.250	.854	.750	.250	.859	.000	.000	.000	.250	.250	.500	.972
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 04:15 PM																									
04:15 PM	0	12	37	0	0	49	0	14	0	50	0	64	0	0	80	2	1	83	0	0	0	0	1	1	197
04:30 PM	0	15	43	0	1	59	0	17	0	77	2	96	1	0	90	6	0	97	0	0	0	1	1	2	254
04:45 PM	0	14	38	0	1	53	0	8	2	39	1	50	0	0	82	5	2	89	0	0	0	0	2	2	194
05:00 PM	0	9	31	1	0	41	0	7	1	56	0	64	0	0	86	4	0	90	0	0	0	0	0	0	195
Total Volume	0	50	149	1	2	202	0	46	3	222	3	274	1	0	338	17	3	359	0	0	0	1	4	5	840
% App. Total	0	24.8	73.8	0.5	1		0	16.8	1.1	81	1.1		0.3	0	94.2	4.7	0.8		0	0	0	20	80		
PHF	.000	.833	.866	.250	.500	.856	.000	.676	.375	.721	.375	.714	.250	.000	.939	.708	.375	.925	.000	.000	.000	.250	.500	.625	.827

Traffic Data Inc
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Armstrong Blvd NW and 147th Ave NW
Ramsey, MN

Groups Printed- Cars + - Trucks

	Armstrong Blvd NW Southbound						147th Ave NW Westbound						Armstrong Blvd NW Northbound						147th Ave NW Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
06:00 AM	0	10	53	0	0	63	0	3	0	1	0	4	0	0	7	7	0	14	0	0	0	0	0	0	81
06:15 AM	0	10	51	0	0	61	0	6	0	1	1	8	0	0	12	9	0	21	0	0	0	0	0	0	90
06:30 AM	0	8	61	1	0	70	0	8	1	0	0	9	0	1	9	13	0	23	0	0	1	0	0	1	103
06:45 AM	0	13	50	0	0	63	0	8	1	1	0	10	0	3	7	14	0	24	0	0	0	0	0	0	97
Total	0	41	215	1	0	257	0	25	2	3	1	31	0	4	35	43	0	82	0	0	1	0	0	1	371
07:00 AM	0	13	57	0	0	70	0	4	0	2	0	6	0	2	6	8	0	16	0	0	0	0	0	0	92
07:15 AM	0	29	43	0	0	72	0	6	0	1	0	7	0	0	6	26	0	32	0	0	0	0	0	0	111
07:30 AM	0	20	60	0	0	80	0	18	0	4	0	22	0	1	12	27	0	40	0	0	1	2	0	3	145
07:45 AM	1	17	39	1	0	58	0	7	0	3	0	10	0	1	18	22	0	41	0	0	0	0	0	0	109
Total	1	79	199	1	0	280	0	35	0	10	0	45	0	4	42	83	0	129	0	0	1	2	0	3	457
08:00 AM	0	13	45	4	0	62	0	7	1	4	0	12	0	0	9	17	0	26	0	0	1	0	0	1	101
08:15 AM	0	9	37	1	0	47	0	7	1	5	0	13	0	1	20	16	0	37	0	0	0	2	0	2	99
08:30 AM	0	14	42	0	0	56	0	8	0	5	0	13	0	0	8	12	0	20	0	1	0	1	0	2	91
08:45 AM	0	13	38	0	0	51	0	7	1	6	0	14	0	2	8	20	0	30	0	0	1	0	0	1	96
Total	0	49	162	5	0	216	0	29	3	20	0	52	0	3	45	65	0	113	0	1	2	3	0	6	387
09:00 AM	0	14	34	1	0	49	0	5	0	4	0	9	0	2	12	6	0	20	0	1	0	2	0	3	81
09:15 AM	0	10	36	0	0	46	0	4	0	7	0	11	0	0	13	17	0	30	0	0	0	1	0	1	88
09:30 AM	0	6	35	1	0	42	0	15	0	9	0	24	0	0	11	19	0	30	0	0	0	4	0	4	100
09:45 AM	0	7	26	0	0	33	0	10	0	7	0	17	0	1	22	12	0	35	0	0	0	0	0	0	85
Total	0	37	131	2	0	170	0	34	0	27	0	61	0	3	58	54	0	115	0	1	0	7	0	8	354
10:00 AM	0	13	25	1	0	39	0	6	0	5	0	11	0	0	14	19	0	33	0	0	0	0	0	0	83
10:15 AM	0	3	24	0	0	27	0	12	2	7	0	21	0	0	19	17	0	36	0	0	2	1	0	3	87
10:30 AM	0	12	24	0	0	36	0	13	1	6	0	20	0	0	17	12	0	29	0	0	0	0	0	0	85
10:45 AM	0	9	26	0	0	35	0	15	1	0	0	16	0	0	14	17	0	31	0	0	0	1	0	1	83
Total	0	37	99	1	0	137	0	46	4	18	0	68	0	0	64	65	0	129	0	0	2	2	0	4	338
11:00 AM	0	16	27	0	0	43	0	10	2	9	1	22	0	0	20	22	0	42	0	0	0	0	0	0	107
11:15 AM	0	10	26	0	0	36	0	10	1	10	1	22	0	2	21	22	0	45	0	0	3	0	0	3	106
11:30 AM	1	14	24	1	0	40	0	10	1	12	0	23	0	2	19	20	0	41	0	0	1	2	0	3	107
11:45 AM	0	14	21	1	0	36	0	17	0	9	0	26	0	1	29	27	0	57	0	1	0	1	0	2	121
Total	1	54	98	2	0	155	0	47	4	40	2	93	0	5	89	91	0	185	0	1	4	3	0	8	441
12:00 PM	0	12	23	1	0	36	0	15	0	8	0	23	0	1	22	27	0	50	0	1	0	2	0	3	112
12:15 PM	0	6	26	0	0	32	0	16	0	8	0	24	0	1	20	24	0	45	0	0	1	1	0	2	103
12:30 PM	0	14	24	0	0	38	0	17	1	8	0	26	0	0	16	21	0	37	0	0	0	0	0	0	101
12:45 PM	0	10	23	0	0	33	0	14	1	10	0	25	0	0	28	23	0	51	0	0	0	2	0	2	111
Total	0	42	96	1	0	139	0	62	2	34	0	98	0	2	86	95	0	183	0	1	1	5	0	7	427
01:00 PM	0	7	24	1	0	32	1	12	0	7	0	20	0	0	25	16	0	41	0	0	0	0	0	0	93
01:15 PM	0	14	18	1	0	33	0	8	0	9	0	17	0	2	23	21	0	46	0	1	0	1	0	2	98
01:30 PM	0	7	23	0	0	30	0	14	0	12	0	26	0	0	21	25	0	46	0	0	0	1	0	1	103
01:45 PM	0	12	22	0	0	34	0	22	0	16	1	39	0	0	18	35	0	53	0	0	2	1	0	3	129
Total	0	40	87	2	0	129	1	56	0	44	1	102	0	2	87	97	0	186	0	1	2	3	0	6	423

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Armstrong Blvd NW and 147th Ave NW
Ramsey, MN

Groups Printed- Cars + - Trucks

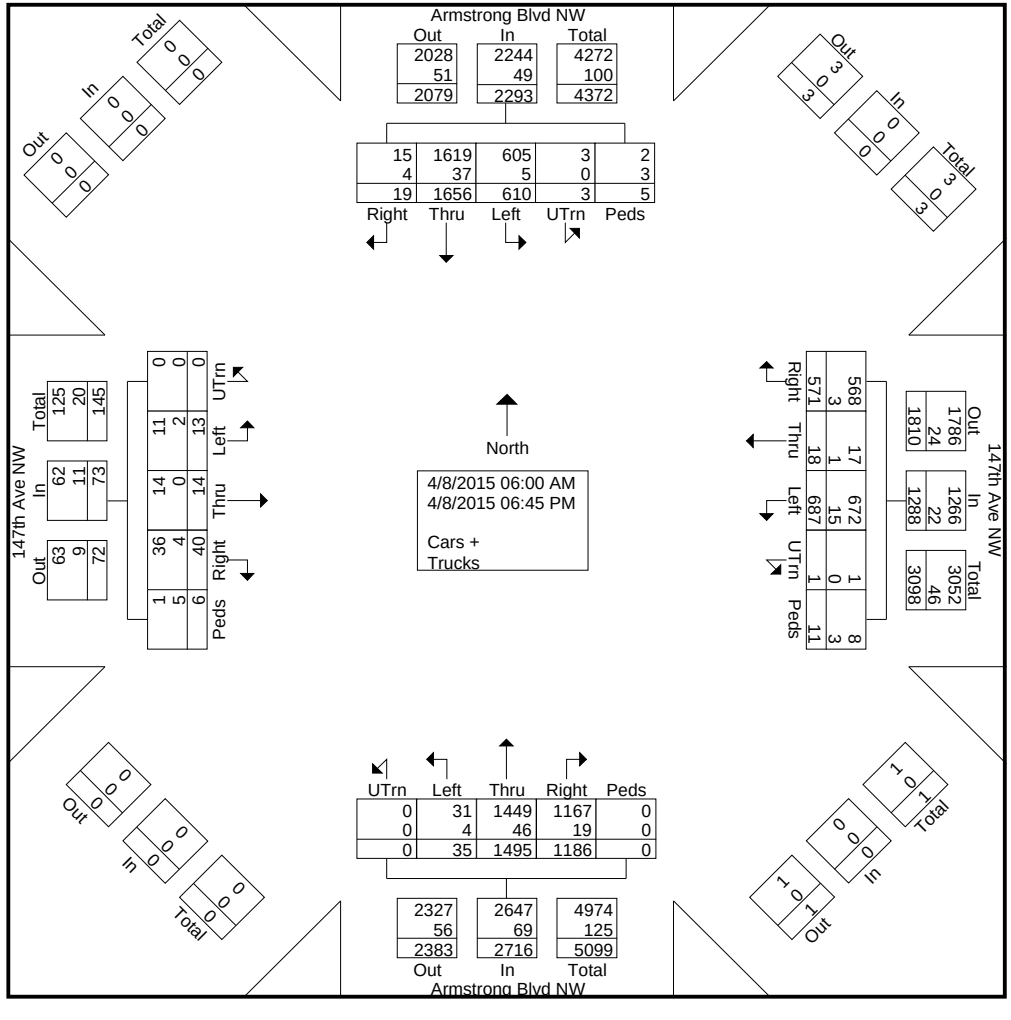
	Armstrong Blvd NW Southbound						147th Ave NW Westbound						Armstrong Blvd NW Northbound						147th Ave NW Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
02:00 PM	0	8	26	0	0	34	0	17	1	13	0	31	0	2	29	26	0	57	0	0	0	2	0	2	124
02:15 PM	0	13	25	1	0	39	0	9	1	15	0	25	0	0	44	26	0	70	0	0	0	0	0	0	134
02:30 PM	0	12	31	0	0	43	0	13	0	7	0	20	0	1	37	28	0	66	0	0	0	0	0	0	129
02:45 PM	0	8	13	1	0	22	0	10	0	18	0	28	0	0	45	27	0	72	0	1	0	0	0	1	123
Total	0	41	95	2	0	138	0	49	2	53	0	104	0	3	155	107	0	265	0	1	0	2	0	3	510
03:00 PM	0	4	26	0	0	30	0	20	0	16	0	36	0	0	42	37	0	79	0	1	0	0	0	1	146
03:15 PM	0	12	25	0	0	37	0	19	0	12	0	31	0	1	37	28	0	66	0	1	0	1	0	2	136
03:30 PM	0	20	31	1	2	54	0	13	1	12	0	26	0	1	50	29	0	80	0	0	1	0	0	1	161
03:45 PM	0	15	27	0	0	42	0	20	0	20	0	40	0	0	50	34	0	84	0	0	0	1	0	1	167
Total	0	51	109	1	2	163	0	72	1	60	0	133	0	2	179	128	0	309	0	2	1	2	0	5	610
04:00 PM	0	11	24	0	0	35	0	12	0	22	0	34	0	2	49	28	0	79	0	0	0	1	0	1	149
04:15 PM	0	13	36	0	0	49	0	29	0	28	0	57	0	0	55	31	0	86	0	0	0	1	1	2	194
04:30 PM	0	11	49	1	1	62	0	26	0	30	1	57	0	1	70	25	0	96	0	3	0	0	0	3	218
04:45 PM	0	9	40	0	0	49	0	24	0	19	2	45	0	0	61	36	0	97	0	0	0	0	0	0	191
Total	0	44	149	1	1	195	0	91	0	99	3	193	0	3	235	120	0	358	0	3	0	2	1	6	752
05:00 PM	0	11	27	0	0	38	0	25	0	19	0	44	0	2	68	27	0	97	0	0	0	4	0	4	183
05:15 PM	0	11	31	0	2	44	0	15	0	28	0	43	0	2	71	41	0	114	0	1	0	2	0	3	204
05:30 PM	1	17	27	0	0	45	0	21	0	22	0	43	0	0	59	28	0	87	0	0	0	0	0	0	175
05:45 PM	0	10	26	0	0	36	0	16	0	26	1	43	0	0	51	38	0	89	0	1	0	3	0	4	172
Total	1	49	111	0	2	163	0	77	0	95	1	173	0	4	249	134	0	387	0	2	0	9	0	11	734
06:00 PM	0	9	22	0	0	31	0	20	0	18	1	39	0	0	59	35	0	94	0	0	0	0	0	0	164
06:15 PM	0	14	27	0	0	41	0	20	0	21	1	42	0	0	38	27	0	65	0	0	0	0	5	5	153
06:30 PM	0	10	30	0	0	40	0	14	0	10	1	25	0	0	28	23	0	51	0	0	0	0	0	0	116
06:45 PM	0	13	26	0	0	39	0	10	0	19	0	29	0	0	46	19	0	65	0	0	0	0	0	0	133
Total	0	46	105	0	0	151	0	64	0	68	3	135	0	0	171	104	0	275	0	0	0	0	5	5	566
Grand Total	3	610	1656	19	5	2293	1	687	18	571	11	1288	0	35	1495	1186	0	2716	0	13	14	40	6	73	6370
Apprch %	0.1	26.6	72.2	0.8	0.2		0.1	53.3	1.4	44.3	0.9		0	1.3	55	43.7	0		0	17.8	19.2	54.8	8.2		
Total %	0	9.6	26	0.3	0.1	36	0	10.8	0.3	9	0.2	20.2	0	0.5	23.5	18.6	0	42.6	0	0.2	0.2	0.6	0.1	1.1	
Cars +	3	605	1619	15	2	2244	1	672	17	568	8	1266	0	31	1449	1167	0	2647	0	11	14	36	1	62	6219
% Cars +	100	99.2	97.8	78.9	40	97.9	100	97.8	94.4	99.5	72.7	98.3	0	88.6	96.9	98.4	0	97.5	0	84.6	100	90	16.7	84.9	97.6
Trucks	0	5	37	4	3	49	0	15	1	3	3	22	0	4	46	19	0	69	0	2	0	4	5	11	151
% Trucks	0	0.8	2.2	21.1	60	2.1	0	2.2	5.6	0.5	27.3	1.7	0	11.4	3.1	1.6	0	2.5	0	15.4	0	10	83.3	15.1	2.4

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Armstrong Blvd NW and 147th Ave NW
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	Armstrong Blvd NW Southbound						147th Ave NW Westbound						Armstrong Blvd NW Northbound						147th Ave NW Eastbound						
Start Time	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	UTrn	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 07:15 AM																									
07:15 AM	0	29	43	0	0	72	0	6	0	1	0	7	0	0	6	26	0	32	0	0	0	0	0	0	111
07:30 AM	0	20	60	0	0	80	0	18	0	4	0	22	0	1	12	27	0	40	0	0	1	2	0	3	145
07:45 AM	1	17	39	1	0	58	0	7	0	3	0	10	0	1	18	22	0	41	0	0	0	0	0	0	109
08:00 AM	0	13	45	4	0	62	0	7	1	4	0	12	0	0	9	17	0	26	0	0	1	0	0	1	101
Total Volume	1	79	187	5	0	272	0	38	1	12	0	51	0	2	45	92	0	139	0	0	2	2	0	4	466
% App. Total	0.4	29	68.8	1.8	0		0	74.5	2	23.5	0		0	1.4	32.4	66.2	0		0	0	50	50	0		
PHF	.250	.681	.779	.313	.000	.850	.000	.528	.250	.750	.000	.580	.000	.500	.625	.852	.000	.848	.000	.000	.500	.250	.000	.333	.803
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 11:15 AM																									
11:15 AM	0	10	26	0	0	36	0	10	1	10	1	22	0	2	21	22	0	45	0	0	3	0	0	3	106
11:30 AM	1	14	24	1	0	40	0	10	1	12	0	23	0	2	19	20	0	41	0	0	1	2	0	3	107
11:45 AM	0	14	21	1	0	36	0	17	0	9	0	26	0	1	29	27	0	57	0	1	0	1	0	2	121
12:00 PM	0	12	23	1	0	36	0	15	0	8	0	23	0	1	22	27	0	50	0	1	0	2	0	3	112
Total Volume	1	50	94	3	0	148	0	52	2	39	1	94	0	6	91	96	0	193	0	2	4	5	0	11	446
% App. Total	0.7	33.8	63.5	2	0		0	55.3	2.1	41.5	1.1		0	3.1	47.2	49.7	0		0	18.2	36.4	45.5	0		
PHF	.250	.893	.904	.750	.000	.925	.000	.765	.500	.813	.250	.904	.000	.750	.784	.889	.000	.846	.000	.500	.333	.625	.000	.917	.921
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1																									
Peak Hour for Entire Intersection Begins at 04:30 PM																									
04:30 PM	0	11	49	1	1	62	0	26	0	30	1	57	0	1	70	25	0	96	0	3	0	0	0	3	218
04:45 PM	0	9	40	0	0	49	0	24	0	19	2	45	0	0	61	36	0	97	0	0	0	0	0	0	191
05:00 PM	0	11	27	0	0	38	0	25	0	19	0	44	0	2	68	27	0	97	0	0	0	4	0	4	183
05:15 PM	0	11	31	0	2	44	0	15	0	28	0	43	0	2	71	41	0	114	0	1	0	2	0	3	204
Total Volume	0	42	147	1	3	193	0	90	0	96	3	189	0	5	270	129	0	404	0	4	0	6	0	10	796
% App. Total	0	21.8	76.2	0.5	1.6		0	47.6	0	50.8	1.6		0	1.2	66.8	31.9	0		0	40	0	60	0		
PHF	.000	.955	.750	.250	.375	.778	.000	.865	.000	.800	.375	.829	.000	.625	.951	.787	.000	.886	.000	.333	.000	.375	.000	.625	.913

APPENDIX C-

CRASH REPORTS

Crash Detail Report

Alpine St & Armstrong (2010-2015)

Report Version 1.0 March 2010

Crash ID: 102370213 **Date:** 08/25/2010 **Time:** 1806
County: ANOKA **City:** RAMSEY
Sys: 04-CSAH
Route: 02000083 001+00.001

Severity: PROPERTY DAMAGE
Road Type: 2 LANES UNDIV 2_WAY
Road Char: STRAIGHT AND LEVEL
Crash Type: COLL W/MV IN TRANSPORT
Surf Cond: DRY
Light Cond: DAYLIGHT
Weather 1: CLEAR
Weather 2: CLEAR

First Event: ON ROADWAY
To Junction: INTERSECTION-RELATED
Traffic Device: STOP SIGN OTHER
Speed Limit: 55
Diagram: OTHER
Officer:
Reliability: CONFIDENT
# of Vehicles: 2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	W	N	
Veh Act:	STRAIGHT AHEAD	STRAIGHT AHEAD	
Veh Type:	PASSENGER CAR	VAN OR MINIVAN	
Age:	44	27	
Gender:	M	M	
Cond:	NORMAL	NORMAL	
Cont Fact	FAIL TO YIELD ROW	NO IMPROPER DRIVING	
Cont Fact	DISREGARD TRAFFIC DEVICE	UNKNOWN	

Crash ID: 102370225 **Date:** 08/25/2010 **Time:** 1942
County: ANOKA **City:** RAMSEY
Sys: 04-CSAH
Route: 02000083 001+00.001

Severity: PROPERTY DAMAGE
Road Type: 2 LANES UNDIV 2_WAY
Road Char: STRAIGHT AND LEVEL
Crash Type: COLL W/MV IN TRANSPORT
Surf Cond: DRY
Light Cond: DAYLIGHT
Weather 1: CLEAR
Weather 2: NOT SPECIFIED

First Event: ON ROADWAY
To Junction: 4-LEGGED INTERSECTION
Traffic Device: STOP SIGN OTHER
Speed Limit: 55
Diagram: REAR END
Officer:
Reliability: CONFIDENT
# of Vehicles: 2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	N	N	
Veh Act:	STRAIGHT AHEAD	LEFT TURN	
Veh Type:	PASSENGER CAR	PASSENGER CAR	
Age:	17	22	
Gender:	F	M	
Cond:	NORMAL	NORMAL	
Cont Fact	IMPROPER PASSING	OTHER	
Cont Fact	NOT SPECIFIED	NOT SPECIFIED	

Crash ID: 102800070	**Date:** 10/01/2010	**Time:** 1402	**Sys:** 04-CSAH		
County: ANOKA	**City:** RAMSEY		**Route:** 02000083	001+00.001	

Severity:	PROPERTY DAMAGE	**First Event:**	ON ROADWAY
Road Type:	2 LANES UNDIV 2_WAY	**To Junction:**	4-LEGGED INTERSECTION
Road Char:	STRAIGHT AND LEVEL	**Traffic Device:**	STOP SIGN OTHER
Crash Type:	COLL W/MV IN TRANSPORT	**Speed Limit:**	55
Surf Cond:	DRY	**Diagram:**	RIGHT ANGLE
Light Cond:	DAYLIGHT	**Officer:**	
Weather 1:	CLEAR	**Reliability:**	CONFIDENT
Weather 2:	NOT SPECIFIED	**# of Vehicles:**	2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	W	S	
Veh Act:	START TRAFFIC	STRAIGHT AHEAD	
Veh Type:	PASSENGER CAR	PASSENGER CAR	
Age:	50	37	
Gender:	M	F	
Cond:	NORMAL	NORMAL	
Cont Fact	FAIL TO YIELD ROW	NO IMPROPER DRIVING	
Cont Fact	NOT SPECIFIED	NOT SPECIFIED	

Crash ID: 102940180	**Date:** 10/21/2010	**Time:** 1624	**Sys:** 04-CSAH		
County: ANOKA	**City:** RAMSEY		**Route:** 02000083	001+00.001	

Severity:	POSSIBLE INJURY	**First Event:**	ON ROADWAY
Road Type:	2 LANES UNDIV 2_WAY	**To Junction:**	4-LEGGED INTERSECTION
Road Char:	STRAIGHT AND LEVEL	**Traffic Device:**	NOT APPLICABLE
Crash Type:	COLL W/MV IN TRANSPORT	**Speed Limit:**	55
Surf Cond:	DRY	**Diagram:**	RIGHT ANGLE
Light Cond:	DAYLIGHT	**Officer:**	
Weather 1:	CLEAR	**Reliability:**	CONFIDENT
Weather 2:	NOT SPECIFIED	**# of Vehicles:**	2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	W	S	
Veh Act:	STRAIGHT AHEAD	STRAIGHT AHEAD	
Veh Type:	PASSENGER CAR	PASSENGER CAR	
Age:	27	23	
Gender:	M	F	
Cond:	NORMAL	NORMAL	
Cont Fact	FAIL TO YIELD ROW	NO IMPROPER DRIVING	
Cont Fact	NOT SPECIFIED	NOT SPECIFIED	

Crash ID: 110860009 **Date:** 03/26/2011 **Time:** 2233 **Sys:** 05-MSAS
County: ANOKA **City:** RAMSEY **Route:** 31480112 002+00.177

Severity: PROPERTY DAMAGE
Road Type: 2 LANES UNDIV 2_WAY
Road Char: STRAIGHT AND LEVEL
Crash Type: COLL UNDERRIDE SIDE
Surf Cond: ICE/PACKED SNOW
Light Cond: DARK - UNKNOWN LIGHTING
Weather 1: CLEAR
Weather 2: NOT SPECIFIED

First Event: ON ROADWAY
To Junction: NON-JUNCTION
Traffic Device: NOT APPLICABLE
Speed Limit: 45
Diagram: UNKNOWN
Officer:
Reliability: LESS CONFIDENT
# of Vehicles: 1.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	EAST		
Veh Act:	STRAIGHT AHEAD		
Veh Type:	PICKUP TRUCK		
Age:	20		
Gender:	M		
Cond:	NORMAL		
Cont Fact	WEATHER		
Cont Fact	NOT SPECIFIED		

Crash ID: 123020017 **Date:** 10/27/2012 **Time:** 2256 **Sys:** 04-CSAH
County: ANOKA **City:** RAMSEY **Route:** 02000083 001+00.001

Severity: PROPERTY DAMAGE
Road Type: 2 LANES UNDIV 2_WAY
Road Char: STRAIGHT AND LEVEL
Crash Type: COLL W/MV IN TRANSPORT
Surf Cond: DRY
Light Cond: DARK - STREET LIGHTS ON
Weather 1: CLEAR
Weather 2: NOT SPECIFIED

First Event: ON ROADWAY
To Junction: 4-LEGGED INTERSECTION
Traffic Device: STOP SIGN OTHER
Speed Limit: 55
Diagram: RIGHT ANGLE
Officer:
Reliability: CONFIDENT
# of Vehicles: 2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	S	W	
Veh Act:	STRAIGHT AHEAD	PED. FAIL TO YIELD R/W TO T	
Veh Type:	SPORT UNTILITY VEHICLE	PASSENGER CAR	
Age:	54	17	
Gender:	F	M	
Cond:	NORMAL	NORMAL	
Cont Fact	NO IMPROPER DRIVING	DISTRACTION	
Cont Fact	NOT SPECIFIED	FAIL TO YIELD ROW	

Crash ID: 130860106	**Date:** 03/27/2013	**Time:** 1404	**Sys:** 04-CSAH		
County: ANOKA	**City:** RAMSEY		**Route:** 02000083	001+00.001	

Severity:	INCAPACITATING INJURY	**First Event:**	ON ROADWAY
Road Type:	2 LANES UNDIV 2_WAY	**To Junction:**	4-LEGGED INTERSECTION
Road Char:	STRAIGHT AND LEVEL	**Traffic Device:**	NOT APPLICABLE
Crash Type:	COLL W/MV IN TRANSPORT	**Speed Limit:**	55
Surf Cond:	DRY	**Diagram:**	REAR END
Light Cond:	DAYLIGHT	**Officer:**	
Weather 1:	CLEAR	**Reliability:**	CONFIDENT
Weather 2:	NOT SPECIFIED	**# of Vehicles:**	2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	S	S	
Veh Act:	LEFT TURN	STRAIGHT AHEAD	
Veh Type:	PASSENGER CAR	PASSENGER CAR	
Age:	20	21	
Gender:	M	M	
Cond:	UNKNOWN	NORMAL	
Cont Fact	NO IMPROPER DRIVING	FAIL TO YIELD ROW	
Cont Fact	NOT SPECIFIED	NOT SPECIFIED	

Crash ID: 131930115	**Date:** 07/12/2013	**Time:** 0906	**Sys:** 04-CSAH		
County: ANOKA	**City:** RAMSEY		**Route:** 02000083	001+00.001	

Severity:	POSSIBLE INJURY	**First Event:**	ON ROADWAY
Road Type:	2 LANES UNDIV 2_WAY	**To Junction:**	INTERSECTION-RELATED
Road Char:	STRAIGHT AND GRADE	**Traffic Device:**	STOP SIGN OTHER
Crash Type:	COLL W/MV IN TRANSPORT	**Speed Limit:**	55
Surf Cond:	DRY	**Diagram:**	RIGHT ANGLE
Light Cond:	DAYLIGHT	**Officer:**	
Weather 1:	CLEAR	**Reliability:**	CONFIDENT
Weather 2:	NOT SPECIFIED	**# of Vehicles:**	2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	W	S	
Veh Act:	STRAIGHT AHEAD	STRAIGHT AHEAD	
Veh Type:	PASSENGER CAR	SPORT UNTILITY VEHICLE	
Age:	16	39	
Gender:	F	F	
Cond:	NORMAL	NORMAL	
Cont Fact	FAIL TO YIELD ROW	NO IMPROPER DRIVING	
Cont Fact	NOT SPECIFIED	NOT SPECIFIED	

Crash ID: 132210084 **Date:** 08/09/2013 **Time:** 1316 **Sys:** 04-CSAH
County: ANOKA **City:** RAMSEY **Route:** 02000083 001+00.001

Severity: PROPERTY DAMAGE
Road Type: 2 LANES UNDIV 2_WAY
Road Char: STRAIGHT AND LEVEL
Crash Type: COLL W/MV IN TRANSPORT
Surf Cond: DRY
Light Cond: DAYLIGHT
Weather 1: CLEAR
Weather 2: NOT SPECIFIED

First Event: ON ROADWAY
To Junction: 4-LEGGED INTERSECTION
Traffic Device: STOP SIGN OTHER
Speed Limit: 55
Diagram: RIGHT ANGLE
Officer:
Reliability: CONFIDENT
# of Vehicles: 2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	N	W	
Veh Act:	00	PED. FAIL TO YIELD R/W TO T	
Veh Type:	VAN OR MINIVAN	SPORT UNTILITY VEHICLE	
Age:	47	70	
Gender:	F	M	
Cond:	NORMAL	NORMAL	
Cont Fact	NO IMPROPER DRIVING	FAIL TO YIELD ROW	
Cont Fact	NOT SPECIFIED	NOT SPECIFIED	

Crash ID: 140370338 **Date:** 02/05/2014 **Time:** 1818 **Sys:** 04-CSAH
County: ANOKA **City:** RAMSEY **Route:** 02000083 001+00.001

Severity: PROPERTY DAMAGE
Road Type: 2 LANES UNDIV 2_WAY
Road Char: STRAIGHT AND LEVEL
Crash Type: COLL W/MV IN TRANSPORT
Surf Cond: ICE/PACKED SNOW
Light Cond: DARK - NO STREET LIGHTS
Weather 1: CLEAR
Weather 2: NOT SPECIFIED

First Event: ON ROADWAY
To Junction: 4-LEGGED INTERSECTION
Traffic Device: STOP SIGN OTHER
Speed Limit: 55
Diagram: RIGHT ANGLE
Officer:
Reliability: CONFIDENT
# of Vehicles: 2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	EAST	N	
Veh Act:	PED. FAIL TO YIELD R/W TO	STRAIGHT AHEAD	
Veh Type:	PASSENGER CAR	VAN OR MINIVAN	
Age:	49	50	
Gender:	F	F	
Cond:	NORMAL	NORMAL	
Cont Fact	FAIL TO YIELD ROW	NO IMPROPER DRIVING	
Cont Fact	NOT SPECIFIED	NOT SPECIFIED	

Crash ID: 141050144	**Date:** 04/15/2014	**Time:** 1639	**Sys:** 04-CSAH		
County: ANOKA	**City:** RAMSEY		**Route:** 02000083	001+00.001	

Severity:	PROPERTY DAMAGE	**First Event:**	ON ROADWAY
Road Type:	2 LANES UNDIV 2_WAY	**To Junction:**	4-LEGGED INTERSECTION
Road Char:	STRAIGHT AND LEVEL	**Traffic Device:**	STOP SIGN OTHER
Crash Type:	COLL W/MV IN TRANSPORT	**Speed Limit:**	55
Surf Cond:	DRY	**Diagram:**	RIGHT ANGLE
Light Cond:	DAYLIGHT	**Officer:**	
Weather 1:	CLEAR	**Reliability:**	CONFIDENT
Weather 2:	NOT SPECIFIED	**# of Vehicles:**	2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	N	W	
Veh Act:	STRAIGHT AHEAD	STRAIGHT AHEAD	
Veh Type:	SPORT UNTILITY VEHICLE	PASSENGER CAR	
Age:	32	32	
Gender:	F	F	
Cond:	NORMAL	NORMAL	
Cont Fact	NO IMPROPER DRIVING	FAIL TO YIELD ROW	
Cont Fact	NOT SPECIFIED	NOT SPECIFIED	

Crash ID: 141440014	**Date:** 05/22/2014	**Time:** 1806	**Sys:** 04-CSAH		
County: ANOKA	**City:** RAMSEY		**Route:** 02000083	001+00.001	

Severity:	NON-INCAPACITATING INJURY	**First Event:**	ON ROADWAY
Road Type:	2 LANES UNDIV 2_WAY	**To Junction:**	4-LEGGED INTERSECTION
Road Char:	STRAIGHT AND GRADE	**Traffic Device:**	NOT APPLICABLE
Crash Type:	COLL W/MV IN TRANSPORT	**Speed Limit:**	55
Surf Cond:	DRY	**Diagram:**	LEFT TURN INTO TRAFFIC
Light Cond:	DAYLIGHT	**Officer:**	
Weather 1:	CLEAR	**Reliability:**	CONFIDENT
Weather 2:	NOT SPECIFIED	**# of Vehicles:**	2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	N	S	
Veh Act:	LEFT TURN	STRAIGHT AHEAD	
Veh Type:	PASSENGER CAR	PASSENGER CAR	
Age:	40	33	
Gender:	F	M	
Cond:	NORMAL	NORMAL	
Cont Fact	FAIL TO YIELD ROW	NO IMPROPER DRIVING	
Cont Fact	VISION OBSCURED - SUN OR H	NOT SPECIFIED	

Crash ID: 141980169	**Date:** 07/17/2014	**Time:** 1709	**Sys:** 04-CSAH		
County: ANOKA	**City:** RAMSEY		**Route:** 02000083	001+00.001	

Severity:	POSSIBLE INJURY	**First Event:**	ON ROADWAY
Road Type:	2 LANES UNDIV 2_WAY	**To Junction:**	INTERSECTION-RELATED
Road Char:	STRAIGHT AND LEVEL	**Traffic Device:**	STOP SIGN OTHER
Crash Type:	COLL W/MV IN TRANSPORT	**Speed Limit:**	55
Surf Cond:	DRY	**Diagram:**	SIDESWIPE OPPOSING
Light Cond:	DAYLIGHT	**Officer:**	
Weather 1:	CLEAR	**Reliability:**	CONFIDENT
Weather 2:	NOT SPECIFIED	**# of Vehicles:**	2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	W	N	
Veh Act:	PED. FAIL TO YIELD R/W TO	STRAIGHT AHEAD	
Veh Type:	SPORT UNTILITY VEHICLE	TRUCK W/ SEMI TRAILER	
Age:	37	60	
Gender:	F	M	
Cond:	NORMAL	NORMAL	
Cont Fact	FAIL TO YIELD ROW	NO IMPROPER DRIVING	
Cont Fact	NOT SPECIFIED	NOT SPECIFIED	

Crash ID: 143000098	**Date:** 10/27/2014	**Time:** 1150	**Sys:** 04-CSAH		
County: ANOKA	**City:** RAMSEY		**Route:** 02000083	001+00.001	

Severity:	PROPERTY DAMAGE	**First Event:**	ON ROADWAY
Road Type:	2 LANES UNDIV 2_WAY	**To Junction:**	4-LEGGED INTERSECTION
Road Char:	STRAIGHT AND GRADE	**Traffic Device:**	STOP SIGN OTHER
Crash Type:	COLL W/MV IN TRANSPORT	**Speed Limit:**	55
Surf Cond:	DRY	**Diagram:**	RIGHT ANGLE
Light Cond:	DAYLIGHT	**Officer:**	
Weather 1:	CLOUDY	**Reliability:**	CONFIDENT
Weather 2:	CLOUDY	**# of Vehicles:**	2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	S	N	
Veh Act:	STRAIGHT AHEAD	LEFT TURN	
Veh Type:	PASSENGER CAR	TRUCK WITH 1 TRAILER	
Age:	25	30	
Gender:	F	M	
Cond:	NORMAL	NORMAL	
Cont Fact	NO IMPROPER DRIVING	FAIL TO YIELD ROW	
Cont Fact	NO IMPROPER DRIVING	DISTRACTION	

Selection Filter:

WORK AREA: COUNTY_CODE('02') - FILTER: CRASH_YEAR('2010','2011','2012','2013','2014','2015') - SPATIAL FILTER APPLIED

Analyst:

Jeremy Melquist

Notes:

Crash Detail Report

Armstrong Blvd & 147th Ave (2010-2015)

Report Version 1.0 March 2010

Crash ID: 101570144 **Date:** 06/06/2010 **Time:** 1439
County: ANOKA **City:** RAMSEY
Sys: 04-CSAH
Route: 02000083 000+00.137

Severity: PROPERTY DAMAGE
Road Type: 2 LANES UNDIV 2_WAY
Road Char: STRAIGHT AND LEVEL
Crash Type: COLL W/MV IN TRANSPORT
Surf Cond: WET
Light Cond: DAYLIGHT
Weather 1: RAIN
Weather 2: CLOUDY

First Event: ON ROADWAY
To Junction: NON-JUNCTION
Traffic Device: NOT APPLICABLE
Speed Limit: 55
Diagram: REAR END
Officer:
Reliability: CONFIDENT
# of Vehicles: 2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	S	S	
Veh Act:	STRAIGHT AHEAD	STRAIGHT AHEAD	
Veh Type:	PASSENGER CAR	PASSENGER CAR	
Age:	24	53	
Gender:	F	M	
Cond:	NORMAL	UNDER THE INFLUENCE	
Cont Fact	NO IMPROPER DRIVING	CHEMICAL IMPAIRMENT	
Cont Fact	NOT SPECIFIED	NOT SPECIFIED	

Crash ID: 102180091 **Date:** 08/06/2010 **Time:** 0904
County: ANOKA **City:** RAMSEY
Sys: 04-CSAH
Route: 02000083 000+00.147

Severity: POSSIBLE INJURY
Road Type: 2 LANES UNDIV 2_WAY
Road Char: STRAIGHT AND LEVEL
Crash Type: COLL W/MV IN TRANSPORT
Surf Cond: DRY
Light Cond: DAYLIGHT
Weather 1: CLEAR
Weather 2: NOT SPECIFIED

First Event: ON ROADWAY
To Junction: 4-LEGGED INTERSECTION
Traffic Device: NOT APPLICABLE
Speed Limit: 55
Diagram: REAR END
Officer:
Reliability: CONFIDENT
# of Vehicles: 2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	S	S	
Veh Act:	STOPPED TRAFFIC	STRAIGHT AHEAD	
Veh Type:	MOTORCYCLE	PASSENGER CAR	
Age:	30	22	
Gender:	F	F	
Cond:	NORMAL	NORMAL	
Cont Fact	NO IMPROPER DRIVING	DISTRACTION	
Cont Fact	NOT SPECIFIED	FOLLOWING TOO CLOSELY	

Crash ID:	102250199	**Date:**	08/13/2010	**Time:**	1827
County:	ANOKA	**City:**	RAMSEY		

Sys: 04-CSAH
Route: 02000083 000+00.147

Severity:	PROPERTY DAMAGE	**First Event:**	ON ROADWAY
Road Type:	4_6 LANES UNDIV 2_WAY	**To Junction:**	4-LEGGED INTERSECTION
Road Char:	STRAIGHT AND LEVEL	**Traffic Device:**	STOP SIGN OTHER
Crash Type:	COLL W/MV IN TRANSPORT	**Speed Limit:**	55
Surf Cond:	DRY	**Diagram:**	RIGHT ANGLE
Light Cond:	DAYLIGHT	**Officer:**	
Weather 1:	CLOUDY	**Reliability:**	CONFIDENT
Weather 2:	CLOUDY	**# of Vehicles:**	2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	S	W	
Veh Act:	OVERTAKING/PASSING	STRAIGHT AHEAD	
Veh Type:	PASSENGER CAR	SPORT UNTILITY VEHICLE	
Age:	16	21	
Gender:	F	F	
Cond:	NORMAL	NORMAL	
Cont Fact	IMPROPER LANE	NO IMPROPER DRIVING	
Cont Fact	INEXPERIENCE	NO IMPROPER DRIVING	

Crash ID:	150060294	**Date:**	01/06/2015	**Time:**	1120
County:	ANOKA	**City:**	RAMSEY		

Sys: 05-MSAS
Route: 31480104 000+00.900

Severity:	PROPERTY DAMAGE	**First Event:**	OTHER
Road Type:	OTHER	**To Junction:**	TRF CIRCLE OR ROUNDABOUT
Road Char:	STRAIGHT AND LEVEL	**Traffic Device:**	NOT APPLICABLE
Crash Type:	COLL W/LIGHT POLE	**Speed Limit:**	30
Surf Cond:	ICE/PACKED SNOW	**Diagram:**	HEAD ON
Light Cond:	DAYLIGHT	**Officer:**	
Weather 1:	CLEAR	**Reliability:**	CONFIDENT
Weather 2:	CLEAR	**# of Vehicles:**	1.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	EAST		
Veh Act:	RIGHT TURN		
Veh Type:	PASSENGER CAR		
Age:	45		
Gender:	F		
Cond:	NORMAL		
Cont Fact	WEATHER		
Cont Fact	UNKNOWN		

Selection Filter:

WORK AREA: COUNTY_CODE('02') - FILTER: CRASH_YEAR('2010','2011','2012','2013','2014','2015') - SPATIAL FILTER APPLIED

Analyst:

Jeremy Melquist

Notes:

Crash Detail Report

Armstrong Blvd & Bunker Lake Blvd (2010-2015)

Report Version 1.0 March 2010

Crash ID:	140950029	**Date:**	04/04/2014	**Time:**	0832
County:	ANOKA	**City:**	RAMSEY		

Sys:	04-CSAH		
Route:	02000116	000+00.017	

Severity:	PROPERTY DAMAGE	**First Event:**	ON ROADWAY
Road Type:	2 LANES UNDIV 2_WAY	**To Junction:**	4-LEGGED INTERSECTION
Road Char:	STRAIGHT AND LEVEL	**Traffic Device:**	TRAFFIC SIGNALS
Crash Type:	COLL W/MV IN TRANSPORT	**Speed Limit:**	55
Surf Cond:	ICE/PACKED SNOW	**Diagram:**	REAR END
Light Cond:	DAYLIGHT	**Officer:**	
Weather 1:	SNOW	**Reliability:**	CONFIDENT
Weather 2:	NOT SPECIFIED	**# of Vehicles:**	2.00

	Unit 1	Unit 2	Unit 3
Trav Dir:	W	W	
Veh Act:	RIGHT TURN	RIGHT TURN	
Veh Type:	PASSENGER CAR	BUS (16+ SEATS)	
Age:	20	58	
Gender:	M	F	
Cond:	NORMAL	NORMAL	
Cont Fact	FAIL TO YIELD ROW	NO IMPROPER DRIVING	
Cont Fact	ILLEGAL SPEED	NOT SPECIFIED	

Selection Filter:

WORK AREA: COUNTY_CODE('02') - FILTER: CRASH_YEAR('2010','2011','2012','2013','2014','2015') - SPATIAL FILTER APPLIED

Analyst:

Jeremy Melquist

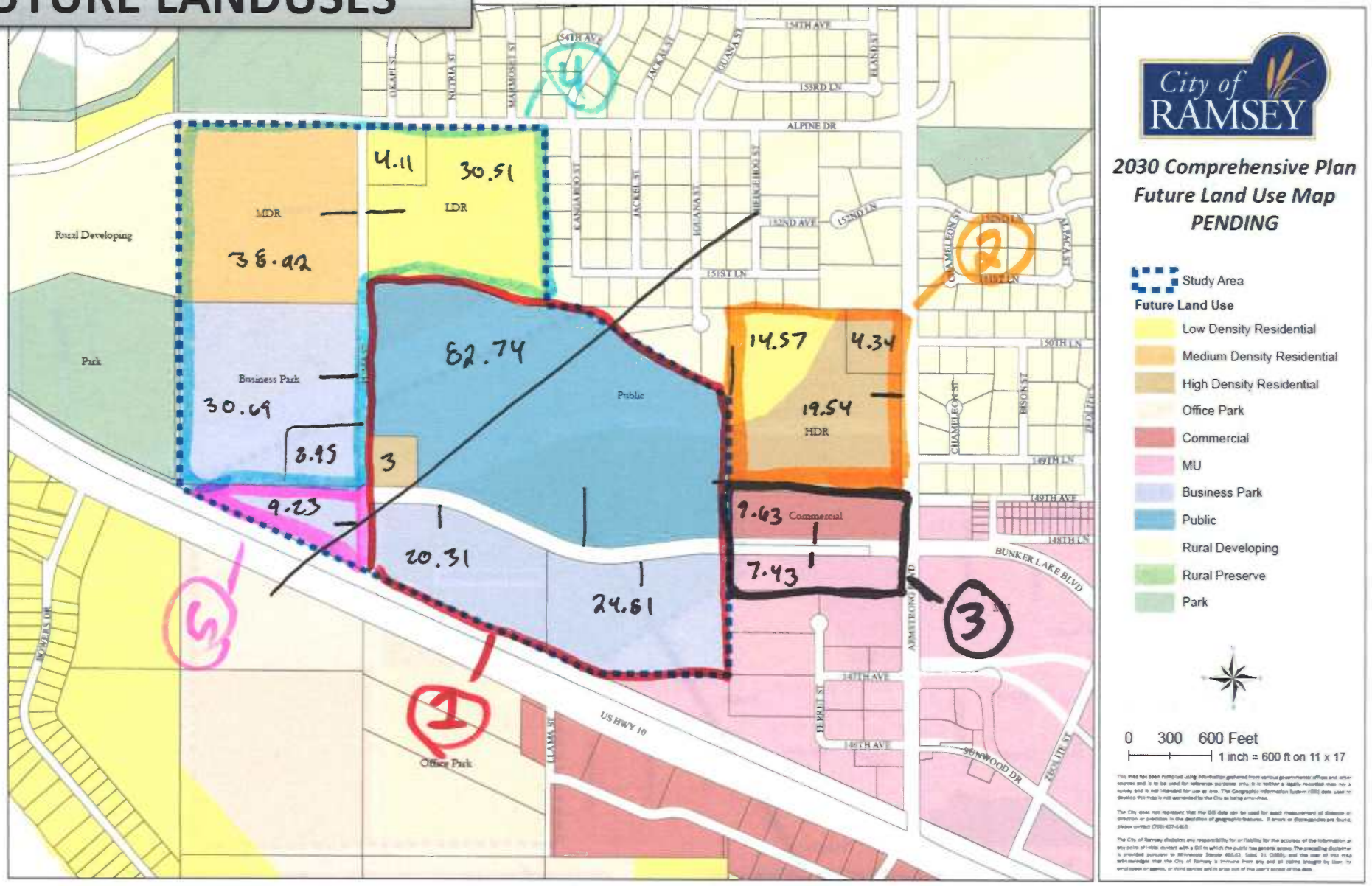
Notes:

APPENDIX D-

TRIP GENERATION FOR FUTURE BUSINESS PARK DEVELOPMENT

Appendix C PENDING

FUTURE LANDUSES



Ramsey EDA Traffic Assumptions
Zone 1 Alternative A: High School

High School		180 K ft²		ITE Code	530	Internal-to-Internal Reduction				Pass-by		New Trips	
	Based on Square Feet	86.42 Acres											
	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		entering	exiting	entering	exiting
AM	3.06	551	71	29	391	160	0%	392	160	0%	0	0	392	160
Afternoon	2.12	382	31	69	118	264	0%	119	264	0%	0	0	119	264
PM	0.97	175	54	46	95	81	0%	95	81	0%	0	0	95	81
Weekday	12.89	2321	50	50	1161	1161	0%	1161	1161	0%	0	0	1161	1161

Business Park		45.12 Acres		ITE Code	130	Internal-to-Internal Reduction				Pass-by		New Trips	
	Based on Acres												
	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		entering	exiting	entering	exiting
AM	8.55	386	83	17	320	66	10%	289	60	0%	0	0	289	60
Afternoon	4.42	200	50	50	100	100	10%	90	90	0%	0	0	90	90
PM	8.84	399	21	79	84	315	10%	76	284	0%	0	0	76	284
Weekday	63.11	2848	50	50	1424	1424	15%	1211	1211	0%	0	0	1211	1211

Ramsey EDA Traffic Assumptions
Zone 1 Alternative 1A: High School

					Pass-by		New Trips	
					entering	exiting	entering	exiting
AM	937	712	225	AM	0	0	681	220
Afternoon	582	218	364	Afternoon	0	0	209	354
PM	574	178	396	PM	0	0	171	365
Weekday	5169	2585	2585	Weekday	0	0	2372	2372

Ramsey EDA Traffic Assumptions

Zone 1 Alternative 1B: K-12 School

86.42 Acres

Elementary School — 50 K ft² — ITE Code 520 — Internal-to-Internal Reduction

Based on Square Feet

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	5.2	260	56	44	146	114	10%	132	103	0%	0	0	132	103
Afternoon	3.11	156	44	56	69	87	10%	62	79	0%	0	0	62	79
PM	1.21	61	45	55	27	34	10%	25	31	0%	0	0	25	31
Weekday	15.43	772	50	50	386	386	10%	348	348	0%	0	0	348	348

Middle School — 50 K ft² — ITE Code 522 — Internal-to-Internal Reduction

Based on Square Feet

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	4.35	218	55	45	120	98	10%	108	89	0%	0	0	108	89
Afternoon	2.52	126	45	55	57	69	10%	52	63	0%	0	0	52	63
PM	1.19	60	52	48	31	29	10%	29	26	0%	0	0	29	26
Weekday	13.78	689	50	50	345	345	10%	311	311	0%	0	0	311	311

High School — 80 K ft² — ITE Code 530 — Internal-to-Internal Reduction

Based on Square Feet

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	3.06	245	71	29	174	71	10%	157	64	0%	0	0	157	64
Afternoon	2.12	170	31	69	53	117	10%	48	106	0%	0	0	48	106
PM	0.97	78	54	46	42	36	10%	38	33	0%	0	0	38	33
Weekday	12.89	1032	50	50	516	516	10%	465	465	0%	0	0	465	465

Business Park — 45.12 Acres — ITE Code 130 — Internal-to-Internal Reduction

Based on Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	8.55	386	83	17	320	66	10%	289	60	0%	0	0	289	60
Afternoon	4.42	200	50	50	100	100	10%	90	90	0%	0	0	90	90
PM	8.84	399	21	79	84	315	10%	76	284	0%	0	0	76	284
Weekday	63.11	2848	50	50	1424	1424	15%	1211	1211	0%	0	0	1211	1211

					Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	1109	760	349	AM	0	0	686	316
Afternoon	652	278	374	Afternoon	0	0	252	338
PM	598	185	413	PM	0	0	168	374
Weekday	5341	2671	2671	Weekday	0	0	2335	2335

Ramsey EDA Traffic Assumptions

Zone 1 Alternative 2: Business Park

Business Park		131.54 Acres			ITE Code	130	Internal-to-Internal Reduction				Pass-by		New Trips	
	Based on Acres													
	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		entering	exiting	entering	exiting
AM	8.55	1125	83	17	934	191	10%	841	173	0%	0	0	841	173
Afternoon	4.42	582	50	50	291	291	10%	262	262	0%	0	0	262	262
PM	8.84	1163	21	79	244	919	10%	220	827	0%	0	0	220	827
Weekday	63.11	8302	50	50	4151	4151	15%	3529	3529	0%	0	0	3529	3529

					Pass-by		New Trips	
					entering	exiting	entering	exiting
AM	1125		934	191	AM	0	0	841	173
Afternoon	582		291	291	Afternoon	0	0	262	262
PM	1163		244	919	PM	0	0	220	827
Weekday	8302		4151	4151	Weekday	0	0	3529	3529

Ramsey EDA Traffic Assumptions

Zone 1 Alternative 3: Low Density Residential

Single Family Detached Housing 260 units ITE Code 210 86.42 Acres

Based on Dwelling Units 3 Units per Acre

	rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.75	192	25	75	48	144	48	144
Afternoon	0.51	0	31	69	0	0	0	0
PM	1.01	249	63	37	157	92	157	92
Weekday	9.57	2505	50	50	1253	1253	1253	1253

Business Park 45.12 Acres ITE Code 130 Internal-to-Internal Reduction

Based on Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	8.55	386	83	17	320	66	10%	289	60	0%	0	0	289	60
Afternoon	4.42	200	50	50	100	100	10%	90	90	0%	0	0	90	90
PM	8.84	399	21	79	84	315	10%	76	284	0%	0	0	76	284
Weekday	63.11	2848	50	50	1424	1424	15%	1211	1211	0%	0	0	1211	1211

AM	578	368	210	
Afternoon	200	100	100	
PM	648	241	407	
Weekday	5353	2677	2677	

	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	0	0	337	204
Afternoon	0	0	90	90
PM	0	0	233	376
Weekday	0	0	2464	2464

Ramsey EDA Traffic Assumptions

Zone 2 off of Armstrong

Single Family Detached Housing 44 units ITE Code 210 14.57 Acres

Based on Dwelling Units 3 Units per Acre

	rate	#	% enter	% exit	entering	exiting
AM	0.75	41	25	75	10	31
Afternoon	0.51	23	31	69	7	16
PM	1.01	51	63	37	32	19
Weekday	9.57	489	50	50	245	245

New Trips

entering	exiting
10	31
7	16
32	19
245	245

Low Rise Apartment 235 units ITE Code 221 19.54 Acres

Based on Dwelling Units 7 to 15 Units per Acre

	Average Rate	#	% enter	% exit	entering	exiting
AM	0.46	111	21	79	23	88
Afternoon	0.29	69	31	69	21	48
PM	0.58	144	65	35	94	50
Weekday	6.59	1591	50	50	796	796

Assume 12 Units per Acre

New Trips

entering	exiting
23	88
21	48
94	50
796	796

			Pass-by	
			entering	exiting
AM	152	34	118	AM
Afternoon	92	29	63	Afternoon
PM	195	126	69	PM
Weekday	2080	1040	1040	Weekday

New Trips	
entering	exiting
34	118
29	63
126	69
1040	1040

Ramsey EDA Traffic Assumptions

Zone 3: Off of Bunker Lake Blvd

Retail/Commercial		170.9 K ft^2			ITE Code	X	Internal-to-Internal Reduction				Pass-by		New Trips	
	Based on Square Feet		17.06 Acres											
	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		entering	exiting	entering	exiting
AM	7.41	1267	53	47	672	595	20%	538	477	46%	248	220	290	257
Afternoon	5.46	934	50	50	467	467	20%	374	374	40%	150	150	224	224
PM	10.91	1865	51	49	951	914	20%	761	732	39%	297	286	464	446
Weekday	124.59	21296	50	50	10648	10648	30%	7454	7454	39%	2908	2908	4546	4546

					Pass-by		New Trips	
					entering	exiting	entering	exiting
AM	1267	672	595	AM	248	220	290	257
Afternoon	934	467	467	Afternoon	150	150	224	224
PM	1865	951	914	PM	297	286	464	446
Weekday	21296	10648	10648	Weekday	2908	2908	4546	4546

Ramsey EDA Traffic Assumptions

Zone 4: Off of Puma St

Business Park — 39.64 Acres — ITE Code 130 — Internal-to-Internal Reduction

Based on Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	8.55	339	83	17	281	58	10%	254	52	0%	0	0	254	52
Afternoon	4.42	176	50	50	88	88	10%	80	80	0%	0	0	80	80
PM	8.84	351	21	79	74	277	10%	67	250	0%	0	0	67	250
Weekday	63.11	2502	50	50	1251	1251	15%	1064	1064	0%	0	0	1064	1064

Single Family Detached Housing — 104 units — ITE Code 210 — 34.62 Acres — 3 Units per Acre

Based on Dwelling Units

	rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.75	83	25	75	21	62	21	62
Afternoon	0.51	53	31	69	16	37	16	37
PM	1.01	109	63	37	69	40	69	40
Weekday	9.57	1078	50	50	539	539	539	539

Residential Townhouse — 234 units — ITE Code 230 — 38.92 Acres — 3 to 7 Units per Acre — Assume 6 Units per Acre

Based on Dwelling Units

	Average Rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.44	102	17	83	17	85	17	85
Afternoon	0.26	61	31	69	19	42	19	42
PM	0.52	121	67	33	81	40	81	40
Weekday	5.81	1348	50	50	674	674	674	674

				Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	524			319	205	AM	0	0	292	199
Afternoon	290			123	167	Afternoon	0	0	115	159
PM	581			223	358	PM	0	0	217	330
Weekday	4928			2464	2464	Weekday	0	0	2277	2277

Ramsey EDA Traffic Assumptions

Zone 5: Off of Ruma EB & NB (Split 50/50)

Business Park		9.23 Acres			ITE Code	130	Internal-to-Internal Reduction				Pass-by		New Trips	
	Based on Acres													
	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		entering	exiting	entering	exiting
AM	8.55	79	83	17	66	13	10%	60	13	0%	0	0	60	13
Afternoon	4.42	41	50	50	21	21	10%	19	19	0%	0	0	19	19
PM	8.84	82	21	79	17	65	10%	16	59	0%	0	0	16	59
Weekday	63.11	583	50	50	292	292	15%	248	248	0%	0	0	248	248

					Pass-by		New Trips	
					entering	exiting	entering	exiting
AM	79	66	13	AM	0	0	60	13
Afternoon	41	21	21	Afternoon	0	0	19	19
PM	82	17	65	PM	0	0	16	59
Weekday	583	292	292	Weekday	0	0	248	248

Ramsey EDA Traffic Assumptions

Alternative 1: High School

High School — 180 K ft² — ITE Code 530 — Internal-to-Internal Reduction

Based on Square Feet — 86.42 Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	3.06	551	71	29	391	160	0%	392	160	0%	0	0	392	160
Afternoon	2.12	382	31	69	118	264	0%	119	264	0%	0	0	119	264
PM	0.97	175	54	46	95	81	0%	95	81	0%	0	0	95	81
Weekday	12.89	2321	50	50	1161	1161	0%	1161	1161	0%	0	0	1161	1161

Business Park — 93.99 Acres — ITE Code 130 — Internal-to-Internal Reduction

Based on Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	8.55	804	83	17	667	137	10%	601	124	0%	0	0	601	124
Afternoon	4.42	416	50	50	208	208	10%	188	188	0%	0	0	188	188
PM	8.84	831	21	79	175	656	10%	158	591	0%	0	0	158	591
Weekday	63.11	5932	50	50	2966	2966	15%	2522	2522	0%	0	0	2522	2522

Retail/Commercial — 170.9 K ft² — ITE Code X — Internal-to-Internal Reduction

Based on Square Feet — 17.06 Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	7.41	1267	53	47	672	595	20%	538	477	46%	248	220	290	257
Afternoon	5.46	934	50	50	467	467	20%	374	374	40%	150	150	224	224
PM	10.91	1865	51	49	951	914	20%	761	732	39%	297	286	464	446
Weekday	124.59	21296	50	50	10648	10648	30%	7454	7454	39%	2908	2908	4546	4546

Single Family Detached Housing — 104 units — ITE Code 210 — 34.62 Acres

Based on Dwelling Units — 3 Units per Acre

	rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.75	83	25	75	21	62	21	62
Afternoon	0.51	53	31	69	16	37	16	37
PM	1.01	109	63	37	69	40	69	40
Weekday	9.57	1078	50	50	539	539	539	539

Single Family Detached Housing — 44 units — ITE Code 210 — 14.57 Acres

Based on Dwelling Units — 3 Units per Acre

	rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.75	41	25	75	10	31	10	31
Afternoon	0.51	53	31	69	16	37	16	37
PM	1.01	51	63	37	32	19	32	19
Weekday	9.57	489	50	50	245	245	245	245

Residential Townhouse — 234 units — ITE Code 230 — 38.92 Acres

Based on Dwelling Units — 3 to 7 Units per Acre — Assume 6 Units per Acre

	Average Rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.44	102	17	83	17	85	17	85
Afternoon	0.26	61	31	69	19	42	19	42
PM	0.52	121	67	33	81	40	81	40
Weekday	5.81	1348	50	50	674	674	674	674

Low Rise Apartment — 235 units — ITE Code 221 — 19.54 Acres

Based on Dwelling Units — 7 to 15 Units per Acre — Assume 12 Units per Acre

	Average Rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.46	111	21	79	23	88	23	88
Afternoon	0.29	69	31	69	21	48	21	48
PM	0.58	144	65	35	94	50	94	50
Weekday	6.59	1591	50	50	796	796	796	796

	#	entering	exiting	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	2918	1791	1127	248	220	1355	806
Afternoon	1915	850	1065	150	150	604	839
PM	3245	1464	1782	297	286	992	1268
Weekday	33566	16783	16783	2908	2908	10482	10482

West of Commercial Area

	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	0	0	1031	431
Afternoon	0	0	342	531
PM	0	0	403	752
Weekday	0	0	4896	4896

Ramsey EDA Traffic Assumptions

Alternative 1B: K-12 School

86.42 Acres

Elementary School — 50 K ft² — ITE Code 520 — Internal-to-Internal Reduction

Based on Square Feet

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	5.2	260	56	44	146	114	10%	132	103	0%	0	0	132	103
Afternoon	3.11	156	44	56	69	87	10%	62	79	0%	0	0	62	79
PM	1.21	61	45	55	27	34	10%	25	31	0%	0	0	25	31
Weekday	15.43	772	50	50	386	386	10%	348	348	0%	0	0	348	348

Middle School — 50 K ft² — ITE Code 522 — Internal-to-Internal Reduction

Based on Square Feet

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	4.35	218	55	45	120	98	10%	108	89	0%	0	0	108	89
Afternoon	2.52	126	45	55	57	69	10%	52	63	0%	0	0	52	63
PM	1.19	60	52	48	31	29	10%	29	26	0%	0	0	29	26
Weekday	13.78	689	50	50	345	345	10%	311	311	0%	0	0	311	311

High School — 80 K ft² — ITE Code 530 — Internal-to-Internal Reduction

Based on Square Feet

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	3.06	245	71	29	174	71	10%	157	64	0%	0	0	157	64
Afternoon	2.12	170	31	69	53	117	10%	48	106	0%	0	0	48	106
PM	0.97	78	54	46	42	36	10%	38	33	0%	0	0	38	33
Weekday	12.89	1032	50	50	516	516	10%	465	465	0%	0	0	465	465

Business Park — 93.99 Acres — ITE Code 130 — Internal-to-Internal Reduction

Based on Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	8.55	428	83	17	355	73	10%	320	66	0%	0	0	320	66
Afternoon	4.42	221	50	50	111	111	10%	100	100	0%	0	0	100	100
PM	8.84	442	21	79	93	349	10%	84	315	0%	0	0	84	315
Weekday	63.11	3156	50	50	1578	1578	15%	1342	1342	0%	0	0	1342	1342

Retail/Commercial — 170.9 K ft² — ITE Code X — Internal-to-Internal Reduction

Based on Square Feet — 17.06 Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	7.41	1267	53	47	672	595	20%	538	477	46%	248	220	290	257
Afternoon	5.46	934	50	50	467	467	20%	374	374	40%	150	150	224	224
PM	10.91	1865	51	49	951	914	20%	761	732	39%	297	286	464	446
Weekday	124.59	21296	50	50	10648	10648	30%	7454	7454	39%	2908	2908	4546	4546

Single Family Detached Housing — 104 units — ITE Code 210 — 34.62 Acres

Based on Dwelling Units — 3 Units per Acre

	rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.75	83	25	75	21	62	21	62
Afternoon	0.51	48	31	69	15	33	15	33
PM	1.01	109	63	37	69	40	69	40
Weekday	9.57	1078	50	50	539	539	539	539

Single Family Detached Housing — 44 units — ITE Code 210 — 14.57 Acres

Based on Dwelling Units — 3 Units per Acre

	rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.75	41	25	75	10	31	10	31
Afternoon	0.51	48	31	69	15	33	15	33
PM	1.01	51	63	37	32	19	32	19
Weekday	9.57	489	50	50	245	245	245	245

Residential Townhouse — 234 units — ITE Code 230 — 38.92 Acres

Based on Dwelling Units — 3 to 7 Units per Acre

	Average Rate	#	% enter	% exit	entering	exiting	Assume 6 Units per Acre	New Trips entering	New Trips exiting
AM	0.44	102	17	83	17	85		17	85
Afternoon	0.26	61	31	69	19	42		19	42
PM	0.52	121	67	33	81	40		81	40
Weekday	5.81	1348	50	50	674	674		674	674

Low Rise Apartment — 235 units — ITE Code 221 — 19.54 Acres

Based on Dwelling Units — 7 to 15 Units per Acre

	Average Rate	#	% enter	% exit	entering	exiting	Assume 12 Units per Acre	New Trips entering	New Trips exiting
AM	0.46	111	21	79	23	88		23	88
Afternoon	0.29	69	31	69	21	48		21	48
PM	0.58	144	65	35	94	50		94	50
Weekday	6.59	1591	50	50	796	796		796	796

					Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	2714	1528	1186	AM	248	220	1079	844
Afternoon	1785	811	974	Afternoon	150	150	556	728
PM	2880	1388	1492	PM	297	286	915	1001
Weekday	30962	15481	15481	Weekday	2908	2908	9265	9265

West of Commercial Area

	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	0	0	755	469
Afternoon	0	0	296	423
PM	0	0	326	485
Weekday	0	0	3679	3679

Ramsey EDA Traffic Assumptions

Alternative 2: Business Park

High School 0 K ft² ITE Code 530 Internal-to-Internal Reduction

Based on Square Feet 0 Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	3.06	0	71	29	0	0	0%	0	0	0%	0	0	0	0
Afternoon	2.12	0	31	69	0	0	0%	0	0	0%	0	0	0	0
PM	0.97	0	54	46	0	0	0%	0	0	0%	0	0	0	0
Weekday	12.89	0	50	50	0	0	0%	0	0	0%	0	0	0	0

Business Park 180.41 Acres ITE Code 130 Internal-to-Internal Reduction

Based on Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	8.55	1543	83	17	1281	262	10%	1153	237	0%	0	0	1153	237
Afternoon	4.42	798	50	50	399	399	10%	360	360	0%	0	0	360	360
PM	8.84	1595	21	79	335	1260	10%	302	1135	0%	0	0	302	1135
Weekday	63.11	11386	50	50	5693	5693	15%	4840	4840	0%	0	0	4840	4840

Retail/Commercial 170.9 K ft² ITE Code X Internal-to-Internal Reduction

Based on Square Feet 17.06 Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	7.41	1267	53	47	672	595	20%	538	477	46%	248	220	290	257
Afternoon	5.46	934	50	50	467	467	20%	374	374	40%	150	150	224	224
PM	10.91	1865	51	49	951	914	20%	761	732	39%	297	286	464	446
Weekday	124.59	21296	50	50	10648	10648	30%	7454	7454	39%	2908	2908	4546	4546

Single Family Detached Housing 104 units ITE Code 210 34.62 Acres

Based on Dwelling Units 3 Units per Acre

	rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.75	83	25	75	21	62	21	62
Afternoon	0.51	53	31	69	16	37	16	37
PM	1.01	109	63	37	69	40	69	40
Weekday	9.57	1078	50	50	539	539	539	539

Single Family Detached Housing 44 units ITE Code 210 14.57 Acres

Based on Dwelling Units 3 Units per Acre

	rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.75	41	25	75	10	31	10	31
Afternoon	0.51	53	31	69	16	37	16	37
PM	1.01	51	63	37	32	19	32	19
Weekday	9.57	489	50	50	245	245	245	245

Residential Townhouse 234 units ITE Code 230 38.92 Acres

Based on Dwelling Units 3 to 7 Units per Acre

Assume 6 Units per Acre

	Average Rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.44	102	17	83	17	85	17	85
Afternoon	0.26	61	31	69	19	42	19	42
PM	0.52	121	67	33	81	40	81	40
Weekday	5.81	1348	50	50	674	674	674	674

Low Rise Apartment 235 units ITE Code 221 19.54 Acres

Based on Dwelling Units 7 to 15 Units per Acre

Assume 12 Units per Acre

	Average Rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.46	111	21	79	23	88	23	88
Afternoon	0.29	69	31	69	21	48	21	48
PM	0.58	144	65	35	94	50	94	50
Weekday	6.59	1591	50	50	796	796	796	796

	#	entering	exiting	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	3106	2014	1092	248	220	1515	759
Afternoon	1915	923	992	150	150	657	747
PM	3834	1529	2305	297	286	1041	1731
Weekday	36699	18350	18350	2908	2908	11639	11639

West of Commercial Area

	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	0	0	1191	384
Afternoon	0	0	395	439
PM	0	0	452	1215
Weekday	0	0	6053	6053

Ramsey EDA Traffic Assumptions

Alternative 3: Low Density Residential

High School 0 K ft² ITE Code 530 Internal-to-Internal Reduction

Based on Square Feet 0 Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	3.06	0	71	29	0	0	0%	0	0	0%	0	0	0	0
Afternoon	2.12	0	31	69	0	0	0%	0	0	0%	0	0	0	0
PM	0.97	0	54	46	0	0	0%	0	0	0%	0	0	0	0
Weekday	12.89	0	50	50	0	0	0%	0	0	0%	0	0	0	0

Business Park 93.99 Acres ITE Code 130 Internal-to-Internal Reduction

Based on Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	8.55	804	83	17	667	137	10%	601	124	0%	0	0	601	124
Afternoon	4.42	416	50	50	208	208	10%	188	188	0%	0	0	188	188
PM	8.84	831	21	79	175	656	10%	158	591	0%	0	0	158	591
Weekday	63.11	5932	50	50	2966	2966	15%	2522	2522	0%	0	0	2522	2522

Retail/Commercial 170.9 K ft² ITE Code X Internal-to-Internal Reduction

Based on Square Feet 17.06 Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	7.41	1267	53	47	672	595	20%	538	477	46%	248	220	290	257
Afternoon	5.46	934	50	50	467	467	20%	374	374	40%	150	150	224	224
PM	10.91	1865	51	49	951	914	20%	761	732	39%	297	286	464	446
Weekday	124.59	21296	50	50	10648	10648	30%	7454	7454	39%	2908	2908	4546	4546

Single Family Detached Housing 364 units ITE Code 210 121.04 Acres

Based on Dwelling Units 3 Units per Acre

	rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.75	265	25	75	66	199	66	199
Afternoon	0.51	184	31	69	57	127	57	127
PM	1.01	337	63	37	212	125	212	125
Weekday	9.57	3414	50	50	1707	1707	1707	1707

Single Family Detached Housing 44 units ITE Code 210 14.57 Acres

Based on Dwelling Units 3 Units per Acre

	rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.75	41	25	75	10	31	10	31
Afternoon	0.51	184	31	69	57	127	57	127
PM	1.01	51	63	37	32	19	32	19
Weekday	9.57	489	50	50	245	245	245	245

Residential Townhouse 234 units ITE Code 230 38.92 Acres

Based on Dwelling Units 3 to 7 Units per Acre

Assume 6 Units per Acre

	Average Rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.44	102	17	83	17	85	17	85
Afternoon	0.26	61	31	69	19	42	19	42
PM	0.52	121	67	33	81	40	81	40
Weekday	5.81	1348	50	50	674	674	674	674

Low Rise Apartment 235 units ITE Code 221 19.54 Acres

Based on Dwelling Units 7 to 15 Units per Acre

Assume 12 Units per Acre

	Average Rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.46	111	21	79	23	88	23	88
Afternoon	0.29	69	31	69	21	48	21	48
PM	0.58	144	65	35	94	50	94	50
Weekday	6.59	1591	50	50	796	796	796	796

	#	entering	exiting	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	2549	1446	1103	248	220	1008	783
Afternoon	1664	772	892	150	150	566	756
PM	3298	1513	1785	297	286	1041	1271
Weekday	33581	16791	16791	2908	2908	10489	10489

West of Commercial Area

	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	0	0	685	407
Afternoon	0	0	264	357
PM	0	0	451	756
Weekday	0	0	4903	4903

APPENDIX E-

TRIP GENERATION FOR COR DEVELOPMENT



City of RAMSEY

NORTH

0 125 250

LANDFORM

From Site to Finish

EXHIBIT 5
TAZ MAP

05.21.2012

Landform™ and Site to Finish™ are service marks of Landform Professional Services, LLC.

Table 1 - Land Uses and Traffic Generation

							AM Peak			PM Peak			Daily
Zone/Block	Code	Land Use	Dwelling Units	Sq. ft.	Park Area[1] (sq. ft.)	ITE Code[2]	Total	In	Out	Total	In	Out	Total
1a	3	Retail		11,882		820	10	6	4	35	17	18	408
1b	3	Retail		9,022		820	7	4	3	27	13	14	310
1c	3	Supermarket		62,396		850	179	109	70	524	267	257	5103
1d	3	Retail		13,283		820	11	6	4	40	19	20	456
1e	3	Retail		7,300		820	6	4	2	22	11	11	251
2a	3	Retail		5,248		820	4	3	2	16	8	8	180
2b	3	Retail		39,000		820	31	19	12	116	57	59	1340
2c	2	Daycare Center		10,320		565	101	54	48	103	48	55	654
2d	1	Senior Housing - Assisted Living	84			254	9	6	3	15	7	8	179
3a	1	Luxury Apartments / Townhomes	230			220	94	19	75	114	74	40	1224
3a	3	Retail		67,085		820	54	33	21	200	98	102	2305
3b	2	Government Office Building		49,107		730	231	194	37	48	15	33	2708
3c	0	Park & Ride (Northstar)[3]											
4a	2	Clinic		50,092		720	92	73	19	139	37	101	1448
4b	3	Sit Down Restaurant		9,037		931	6	3	3	54	36	18	650
4c	3	Hotel[4]		24,900		310	14	9	6	15	8	7	209
4d	2	Office Park		110,000		770	136	120	16	131	22	109	969
5a	2	Mortuary[5]		17,598		710	3	2	1	17	6	11	139
5b	2	Business Park		93,871		770	107	90	17	97	22	75	958
6a	2	Office Park		44,827		770	56	49	7	53	9	44	395
6b	3	Retail		13,070		820	10	6	4	39	19	20	449
6c	2	General Office		17,987		710	22	20	3	21	4	18	158
6d	2	General Office		17,987		710	22	20	3	21	4	18	158
7a	2	Charter School[6]		50,511		534	468	258	211	264	129	135	1405
7b	2	Medical Office		33,374		720	61	49	13	92	25	67	965
7c	3	Retail		24,780		820	20	12	8	74	36	38	851
8a	0	City Park w/ Lake			430,000								
8b	2	General Office		43,584		710	54	48	6	52	9	43	384
8c	2	General Office		43,584		710	54	48	6	52	9	43	384
9a	0	City Park w/ Lake			171,445								
9b	1	Apartments	95			220	39	8	31	47	31	16	505
9c	1	Apartments	200			220	82	16	65	99	64	35	1064
9d	2	General Office		59,696		710	74	65	9	71	12	59	526
9e	2	General Office		42,765		710	53	47	6	51	9	42	377
9f	2	General Office		59,208		710	73	65	9	71	12	59	522
10a	2	General Office		8,400		710	10	9	1	10	2	8	74
10a	1	Apartments	20			220	8	2	7	10	6	3	106
10b	2	General Office		8,400		710	10	9	1	10	2	8	74
10b	3	Specialty Retail		4,200		820	3	2	1	13	6	6	144
10b	1	Apartments	30			220	12	2	10	15	10	5	160
10c	1	Apartments - Senior	90			220	9	3	6	12	7	5	251
10c	1	Apartments	90			220	37	7	29	45	29	16	479
10d	2	General Office		11,500		710	14	13	2	14	2	11	101
10d	3	Specialty Retail		11,500		820	9	6	4	34	17	18	395
10e	2	General Office		8,500		710	11	9	1	10	2	8	75
10e	3	Specialty Retail		4,250		820	3	2	1	13	6	6	146
10f	2	General Office		11,900		710	15	13	2	14	2	12	105
10f	3	Specialty Retail		8,500		820	7	4	3	25	12	13	292
10f	1	Apartments	14			220	6	1	5	7	5	2	74
10g	3	Specialty Retail		7,600		820	6	4	2	23	11	12	261
10g	2	General Office		7,600		710	9	8	1	9	2	8	67
10g	1	Apartments	36			220	15	3	12	18	12	6	192
10h	3	Specialty Retail		6,300		820	5	3	2	19	9	10	216
10i	3	Specialty Retail		6,100		820	5	3	2	18	9	9	210
10i	2	General Office		6,100		710	8	7	1	7	1	6	54
10i	1	Apartments	26			220	11	2	8	13	8	5	138
11a	3	Specialty Retail		17,000		820	14	8	5	51	25	26	584
11a	1	Apartments	118			220	48	10	39	59	38	20	628
11b	2	General Office		11,000		710	14	12	2	13	2	11	97
11b	1	Apartments	26			220	11	2	8	13	8	5	138
11c	2	General Office		20,700		710	26	23	3	25	4	20	182
11c	1	Apartments	50			220	20	4	16	25	16	9	266
11d	2	General Office		10,700		710	13	12	2	13	2	11	94
11d	3	Specialty Retail		10,700		820	9	5	3	32	16	16	368
11d	1	Apartments	26			220	11	2	8	13	8	5	138
11e	2	General Office		5,900		710	7	6	1	7	1	6	52
11e	3	Specialty Retail		11,800		820	9	6	4	35	17	18	405
11e	1	Apartments	44			220	18	4	14	22	14	8	234
11f	3	Specialty Retail		11,800		820	9	6	4	35	17	18	405
11f	2	General Office		5,900		710	7	6	1	7	1	6	52
11f	1	Apartments	44			220	18	4	14	22	14	8	234
11g	0	City Park			82,804								
12a	3	Sit Down Restaurant		12,000		931	8	4	4	72	48	24	864
12b	3	Community Center		160,000		310	207	126	81	186	69	117	2929
13a	3	Retail		19,200		820	15	9	6	57	28	29	660
13b	3	Retail		16,664		820	13	8	5	50	24	25	572
14a	3	Gas Station w/Convenience Store[7]		5,000		945	317	162	155	388	194	194	1563
14b	3	Retail		10,628		820	9	5	3	32	16	16	365

Table 1 - Land Uses and Traffic Generation

							AM Peak			PM Peak			Daily
Zone/Block	Code	Land Use	Dwelling Units	Sq. ft.	Park Area[1] (sq. ft.)	ITE Code[2]	Total	In	Out	Total	In	Out	Total
14c	3	Fast Food Restaurant w/Drive-Through		4,800		**934**	**190**	**97**	**93**	**129**	**67**	**62**	**1905**
15	3	Shopping Center		135,986		**820**	**109**	**66**	**42**	**406**	**199**	**207**	**4671**
16	3	Retail		94,960		**820**	**76**	**46**	**30**	**283**	**139**	**145**	**3262**
17a	3	Sit Down Restaurant		6,000		**931**	**4**	**2**	**2**	**36**	**24**	**12**	**432**
17b	3	Sit Down Restaurant		5,470		**931**	**4**	**2**	**2**	**33**	**22**	**11**	**394**
17c	3	Sit Down Restaurant		5,470		**931**	**4**	**2**	**2**	**33**	**22**	**11**	**394**
17d	0	City Park w/ Lake			480,000								
18a	1	Condos	80			**230**	**28**	**5**	**23**	**33**	**22**	**11**	**372**
18b	1	Condos	69			**230**	**24**	**4**	**20**	**29**	**19**	**9**	**321**
18c	1	Condos	48			**230**	**17**	**3**	**14**	**20**	**13**	**7**	**223**
18d	1	Townhomes	32			**230**	**11**	**2**	**9**	**13**	**9**	**4**	**149**
19a	1	Townhomes	52			**230**	**18**	**3**	**15**	**22**	**14**	**7**	**242**
19b	1	Single Family - Detached	14			**210**	**8**	**2**	**6**	**11**	**7**	**4**	**107**
19c	1	Townhomes	31			**230**	**11**	**2**	**9**	**13**	**9**	**4**	**144**
20a	1	Townhomes	42			**230**	**15**	**3**	**12**	**17**	**12**	**6**	**195**
20b	1	Single Family - Detached	14			**210**	**8**	**2**	**6**	**11**	**7**	**4**	**107**
20c	1	Townhomes	28			**230**	**10**	**2**	**8**	**12**	**8**	**4**	**130**
21a	1	Townhomes	77			**230**	**27**	**5**	**22**	**32**	**21**	**11**	**358**
21b	1	Townhomes	90			**230**	**32**	**5**	**26**	**37**	**25**	**12**	**418**
22a	1	Single Family - Detached	23			**210**	**14**	**3**	**10**	**19**	**12**	**7**	**176**
22b	1	Townhomes	72			**230**	**25**	**4**	**21**	**30**	**20**	**10**	**335**
23a	1	Single Family - Detached	44			**210**	**26**	**7**	**20**	**36**	**22**	**13**	**337**
23b	1	Single Family - Detached	19			**210**	**11**	**3**	**9**	**15**	**10**	**6**	**145**
24a	1	Single Family - Detached	7			**210**	**4**	**1**	**3**	**6**	**4**	**2**	**54**
24b	0	City Park w/ Lake & Amphitheater			320,000								
24c	1	Single Family - Detached	17			**210**	**10**	**3**	**8**	**14**	**9**	**5**	**130**
Total			1,982	1,724,042	1,484,249		3,889	2,272	1,618	5,502	2,578	2,924	57,079

Residential Total (Code 1)	1,982	0			748	153	595	916	595	322	9,953
Office Total (Code 2)	0	861,111			1,755	1,326	429	1,422	395	1,027	13,177
Retail Total (Code 3)	0	862,931			1,386	792	594	3,164	1,588	1,576	33,949
	1,982	1,724,042			3,889	2,272	1,618	5,502	2,578	2,924	57,079

Notes:

[1] Due to the minimal amount of traffic generated by parks, they were not considered traffic generators in the original study. Likewise, parks are not considered traffic generators in this forecast.

[2] The trip generation was based on the methods and average rates published in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 8th Edition*.

[3] The traffic generated by the park and ride was included in the analysis of the original study, however the unspecified volumes were added directly to the intersection traffic assignment instead of being listed with the other trip generation numbers. Accordingly, the traffic volumes generated by the park and ride facitiliy are not considered with the rest of the generated traffic in this forecast.

[4] The number of dwelling units (DU) for the hotel was obtained by proportioning the proposed hotel to the hotel in the original study via the their respective footprints. The hotel was modeled as having 32 rooms.

[5] Mortuary is assumed to operate similarly to a cemetary with 3 employees (ITE Land Use Code 566).

[6] Currently, there is no data for daily traffic volumes generated by 534 - Private School (K-8). For public elementary, junior high, and high schools, the ratio of the total daily traffic to the A.M. peak hour traffic is approximately 3.0. The total daily traffic generated by the charter school was calculated by multiplying the A.M. peak hour traffic by a factor of 3.0.

[7] Due to the lack of data for total weekday trips generated by 945 - Gas Station w/Convenience Store using square footage, the total weekday trips were calculated using the number of fueling positions. Based on the typical size of gas stations currently being constructed, it was assumed that new gas station will have 12 fueling positions.

The forecasts reflect a 20% internal capture rate consistent with the original AUAR's traffic impact study.

APPENDIX F-

OPERATIONS ANALYSIS (AVAILABLE UPON REQUEST)

- Civil & Municipal Engineering
- Water & Wastewater Treatment
- Transportation Planning & Engineering Services
- Aviation Services
- Water Resources Engineering
- Landscape Architecture
- Environmental Review Services
- Cultural Resource Management
- Land Surveying
- Geographic Information System Services
- Project Funding & Financing

www.bolton-menk.com

APPENDIX C-

STORM WATER ANALYSIS

BOLTON & MENK, INC.
Consulting Engineers & Surveyors
2035 County Road D East • Suite B • Maplewood, MN 55109-5314
Phone (651) 704-9970 • Fax (651) 704-9971
www.bolton-menk.com

June 25, 2015

Patrick Brama
Economic Development Manager
City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 550303

RE: Future Business Park
City of Ramsey
Project No.: R16.109828

Dear Mr. Brama,

Project Background

The city of Ramsey is considering the area west of Armstrong Boulevard, East of Plum Street, north of T.H. 10 and south of Alpine Drive, for future development. Storm water retention ponds will ultimately be required to control the runoff from the study area into the COR in accordance with the City's Surface Water Management Plan requirements. The following report summarizes the existing conditions and proposed pond layout options.

The site is situated in the Lower Rum River WMO (LRRWMO). Therefore, hydraulics, water quality, rate control, and volume reduction will be considered based on WMO and City requires. For the purposes of this study, preliminary regional stormwater management facilities were design based on assumed land uses and specific design requirements defined by LRRWMO.

Hydrologic and Hydraulic Modeling

For this study, Bolton & Menk analyzed the existing and proposed conditions using Storm and Sanitary Analysis (SSA) developed by Autodesk, Inc. which utilizes NRCS TR-20 hydrology methodologies to hydrodynamically route stormwater through the drainage system. For this study, the 2-year, 10-year, and 100-year rainfall return intervals were analyzed using Atlas 14 rainfall depths and the US Soils Conservation Services (SCS) Type II 24-hour standard rainfall distribution. The corresponding rainfall depths are 2.86", 4.26", and 7.11", respectively. Modeling for future development was tied into existing regional modeling provided by the city.

Existing Conditions

Drainage from the Lake Itasca outfall is directed toward the study area upstream of Alpine Dr. Overland flow passes through a series of culverts under Alpine Dr., Puma St. NW, and Armstrong Blvd. Flow at the Armstrong crossing is particularly critical as discharge enters the COR area. New development and stormwater management has been designed and constructed around the total contributing flow rate from

DESIGNING FOR A BETTER TOMORROW
Bolton & Menk is an equal opportunity employer

the areas upstream of Armstrong Blvd.

It is our understanding that a storm sewer system installed in Bunker Lake Boulevard to manage the stormwater runoff within the right of way.

The City's regional hydrology and hydraulics model for the WMISS watershed was utilized to develop the existing peak flow rates into the COR area. Table 1 summarizes the peak inflow for a variety of rainfall return intervals.

Table 1: Summary of Peak Flow Under Armstrong Blvd.

Rainfall Event	Rainfall Depth (in)	Peak Flow Through Armstrong Blvd. (crfs)
2-Year	2.86	10.1
10-Year	4.26	19.1
100-Year	7.1	22.1

Proposed Conditions

The study area can was delineated three main areas based on land use as defined in Figure 1. These areas are further described below.

Potential regional pond locations were identified (Figure 1). Initially, ponds are assumed to be wet basins with dead storage sized equal to the runoff volume from a 2.5" rainfall event per LRRWMO. Therefore, volume reduction and water quality would be accommodated on site by the developer. These parameters may be changed as final land uses are established and as stormwater management goals are confirmed. For example:

- The basins could be converted to dry ponds and accommodate volume control.
- Ground water elevations should be confirmed to ensure that 3' separation from the water table can be achieved.
- The basins may be used as regional rate control, water quality, and volume reduction thereby eliminating the need for additional stormwater management on site.

Area 1: Public/Quasi-Public Area

This area is defined as Public/Quasi-Public. Currently, the site has been proposed to house the Legacy Christian Academy campus. However, development may change. Therefore we have determined the total inflow and approximate sizing requirements per Lower Rum River WMO (LRRWMO) for each assumed rate of impervious area construction including the school site, single family residential, and employment district. Table 2 summarizes required dead storage and volume reduction for each land use option based on LRRWMO requirements.

Suggested areas for ponding include the northwest corner of the site, and the existing pond on the

southeast portion of the site. If development plans change, these ponds can easily be relocated. Also, sizing requirements may change if the area becomes multi-use.

Table 2: Summary of Pond Volume Requirements for Multiple Uses in the Public/Quasi-Public Area.

Future Land Use	Assumed Impervious Area (ac)	Dead Storage (ft^3)	1" Volume (ft^3)
School	40.5	500339	146979
Residential	34.2	434558	124110
Employment District	76.5	632759	277586

Area 2: Residential Area

North of the 150th Ln NW and on both east and west sides of Puma Street, the land use is proposed as single family residential. East of Puma, the proposed site is approximately 49 acres of which about 38% will be impervious. Pond volume requirements for dead storage and volume reduction are, 88,200 cubic feet and 67,590 cubic feet respectively. Proposed ponding for this site is in the south west corner of the proposed development.

West of Puma, the proposed site is approximately 47 acres of which about 38% will be impervious. Pond volume requirements for dead and live storage are, 84,600 cubic feet and 64,832 cubic feet respectively.

The proposed area for ponding is in the southeast corner of the site. The proposed ponds would overflow into the existing wetland, maintaining the existing flow paths through the downstream corridor.

Employment District Area (Area 3)

South of 150th Ln NW and west of Puma Street, the city is proposing to use this land for future industrial/commercial development. This area totals 51 acres, of which 85% will be new impervious, resulting in pond volumes of 91,800 cubic feet for dead storage and 157,361 cubic feet for volume reduction.

South of Bunker Lake Boulevard, the city plans to use the 79 acres for further commercial/industrial development, 85% of which will be new impervious area. This will require 142,400 cubic feet and 243,210 cubic feet of dead storage and volume reduction, respectively. Drainage from this area will ultimately connect into the storm sewer system along Bunker Lake and discharge into the pond in the southeast corner of the school property.

Recommendations

The ponds as laid out in this report indicate areas that are best suited for regional rate control basins only. It is recommended that additional design parameters and regional stormwater management planning be further refined as the areas begin to develop. These may include the following.

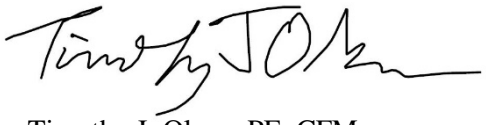
- Create regional facilities that accommodate rate control, water quality, and volume reduction and assess property owners to alleviate the City's upfront investment.
- Develop drainage and utility easements for the required pond foot print for ultimate build-out and require the developer to increase the size of the basin based on a percentage of developed area and/or impervious surface.
- Establish maximum rates of impervious surface construction per land use. Anything above those rates would have to accommodate rate control, water quality, and volume reduction on site.
- Trunk storm sewer lines should also be preliminarily sized to serve future development, routed to regional pond locations, and dedicated to drainage and utility easement.

Cost estimates have not been developed for the regional pond construction or internal site storm sewer conveyance. It is anticipated that costs associated with pond construction will be determined by the developer as site grading. Also, it is assumed that internal drainage will be accommodated by dry swales and ditch systems to reduce storm sewer costs.

We appreciate the opportunity to present this preliminary report of findings. If you have any questions, please contact me at 651-704-9970 or timol@bolton-menk.com at your convenience.

Sincerely,

BOLTON & MENK, INC.



Timothy J. Olson, PE, CFM
Water Resources Project Manager

REQUEST FOR QUOTES

Traffic Impact Study, Feasibility Report and Preliminary Design Layout:
Improving Bunker Lake Boulevard and Puma Street in the City of Ramsey, Minnesota

SECTION 1: OVERVIEW

The City of Ramsey is seeking quotes for the completion of a traffic impact study, feasibility report, and preliminary design layout of infrastructure improvements associated with the City's future business park. Improvements would be limited to (1) Bunker Lake Boulevard, between Armstrong Boulevard and Puma Street; and, (2) Puma Street, between Bunker Lake Boulevard and Alpine Drive; see Appendix for details.

It is the intent of this Request for Quotes (RFQ) to have the successful proposer enter into a professional services contract with the City of Ramsey.

SECTION 2: BACKGROUND

City of Ramsey

Located in the northwest Twin Cities Metro, the City of Ramsey is the fastest growing City in Anoka County. U.S. Highway 10, Minnesota Highway 169, Minnesota Trunk Highway 47 and the Northstar Commuter Rail connect the City of Ramsey to the Twin Cities and Greater Minnesota. Ramsey has an estimated population of 23,835, a median household income of $76,560, is home to a significant manufacturing industry and is bordered by the Rum and Mississippi Rivers.

Future Business Park & Green-Field Development

The Ramsey City Council and Ramsey Economic Development Authority (EDA) have identified the need to prepare for the development of a new business park within the City. The City is targeting a large area of privately owned green-field space located on the north side of U.S. Highway 10, west of Armstrong Boulevard, for a future Ramsey business park. Currently, the City is in the process of rezoning this area to meet future landuse goals.

The future business park is one component (about 92 acres) of a larger green-field area ready for development (about 350 acres). This larger green-field area includes areas for single-family residential development (about 118 acres), medium-density residential (about 31 acres) and room for a future private school campus (about 90 acres). In addition to green-field development, the City expects a portion of existing adjoining light-industrial space to be redeveloped into a traditional retail/commercial area (about 42 acres). See Appendix for a snapshot of future landuse goals.

The primary roadway system serving this developable area is Bunker Lake Boulevard and Puma Street. These roadways are both Municipal State-Aid (MSA) streets. The purpose of this RFQ is to study traffic impacts resulting from the future business park (along with other users), examine the feasibility of constructing supporting infrastructure, and developing preliminary design layout plans and specifications.

The City's future business park, and larger developable green-field area, will be served by the future U.S. Highway 10/Armstrong Boulevard (CSAH 83) interchange. Construction of this interchange will begin spring of 2015 and is expected for completion in the spring of 2017. The City expects the construction of this major interchange to increase the demand for development of this green-field area; and the future Ramsey business park.

Request for Qualifications

The primary purpose of this RFQ is to understand minimum required infrastructure specifications and infrastructure costs associated with developing this green-field area. This RFQ is specifically limited to Bunker Lake Boulevard, Puma Street and four intersections: (1) Bunker Lake Boulevard/ Armstrong Boulevard, (2) Bunker Lake Boulevard/ Puma Street, (3) Puma Street/ Alpine Drive (4) Armstrong Boulevard/ Alpine Drive. See Appendix A for details.

The City is seeking three deliverables:

1. Traffic Impact Study
2. Feasibility Report
3. Preliminary Design Layout

Please see Scope of Services section for additional details. Cost estimations and design should include design and construction costs for site grading, roadway, sidewalks, stormwater management, trails, landscaping, street lighting, trunk water service and trunk sewer service improvements.

SECTION 3: SUPPLEMENTAL INFORMATION

1. The City is not master planning this entire developable area. It is unknown where internal driveways, roadways and cub-cuts will be needed. Therefore, the design of Bunker Lake Boulevard and Puma Street should not include any new curb-cuts.

2. Stubbing of sewer and water utilities along Bunker Lake Boulevard and Puma Street should be completed at regular intervals; based on future landuse needs per the recommendation of the firm awarded this work. This recommendation should be made with a balance of cost implications and market demand in mind (or experience with other business parks).

3. Cost estimations and design should include: roadway, sidewalks, stormwater management, trails, street lighting, trunk water service and trunk sewer service.

4. The intersection at Armstrong Boulevard was constructed in 2011. The City would like to confirm this intersection was constructed to accommodate traffic demands outlined in the Appendix landuse maps. This confirmation may be a simple narrative.

5. As-built of existing infrastructure is available upon request (e.g. Bunker Lake Boulevard was recently, partially, improved in anticipation of a new private school development).

6. The City has adopted Comprehensive Sanitary Sewer and Water Plans. These plans should be reviewed and consulted as forecasting and design work is completed.

SECTION 4: QUALIFICATIONS

The following information is required and must accompany your response:

1. COVER LETTER/BACKGROUND INFORMATION: indicate your interest in providing professional services. Provide general background information on your firm. What is your experience with designing infrastructure for business parks? Do you have experience working with the City of Ramsey or nearby/similar communities?

2. FEE SCHEDULE: please describe required compensation for the proposed work. Based on the three deliverables outlined in the background section above, please breakdown required compensation into separate line items (phases).

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

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

5. RECOMMENDATIONS: It is the City's goal to plan for a cost-effective and market-relevant business park. The City is interested in your professional recommendations regarding the proposed scope of work and project. Additionally, the City is looking for a recommendation related for the need/effectiveness of planning for a potential regional stormwater pond(s) to support the new business park locations identified in the appendix (add-on to scope of services).

SECTION 5: SCOPE OF SERVICES

A. TRAFFIC IMPACT STUDY: Based on future landuses indicated in the Appendix, the City would like a traffic impact study conducted to determine traffic forecasts on Bunker Lake Boulevard and Puma Street. The purpose of this information is to determine minimum roadway design specifications for future improvements to Bunker Lake Boulevard and Puma Street.

B. FEASIBILITY REPORT: Based on a completed traffic impact study, the City would like a feasibility report completed with a preliminary cost estimate for any required improvements to Bunker Lake Boulevard and Puma Street. The purpose of this report is to establish the feasibility and estimated design and construction costs for completing the required site grading, roadway, sidewalks, stormwater management, trails, landscaping, street lighting, trunk water service and trunk sewer service improvements to support the future business park; and provide a foundation for budgeting discussions among City officials. This report will be based off of the design developed within the preliminary design layout (see step below). Easement and/or right-of-way impacts/needs must also be addressed in the report.

   NOTE: It is likely, the proposed improvements will be constructed in stages, depending on market demand. Therefore, the feasibility report identified above shall also include costs for individual phases. The City anticipates three development phases. However, this decision will be made with input from the selected engineering firm.

C. PRELIMINARY DESIGN LAYOUT: Develop preliminary roadway and intersection design layout based on Municipal State-Aid minimum standards and City of Ramsey development standards. This layout should include preliminary profiles and typical sections for Bunker Lake Boulevard and Puma Street, and show all proposed site grading, roadway, sidewalks, stormwater management, trails, landscaping, street lighting, and trunk water and sewer service improvements, as well as any proposed easement or right-of-way impacts/needs.

D. Work with (and advise) City on strategies for infrastructure design.

E. Work with (and advise) City on strategies for assessing/paying for required infrastructure.

F. Provide regular activity updates, verbally, to the City's development team, a minimum two times per month

G. Completion dates:
   a. Traffic Impact Study — February 28, 2015
   b. Feasibility Report — February 28, 2015
   c. Layout/Plans & Specifications for Preliminary Design — March 31, 2015

SECTION 6: APPLICATION PROCESS

1. Responses must be submitted in a sealed envelope marked "Future Business Park RFQ" to the City Clerk's office, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303 before 3:00 p.m. on **January 05, 2015,** at which time they will be publically opened and read.

2. Responses will be forwarded to a selection committee. At the discretion of the City, if needed, a list of finalists may be selected for interviews. Interviews would take place on one of the following dates: **January 7th or 8th, 2015** (depending on schedules).

3. A recommendation will be crafted by the selection committee and presented to the Ramsey EDA for direction on **January 15, 2015**.

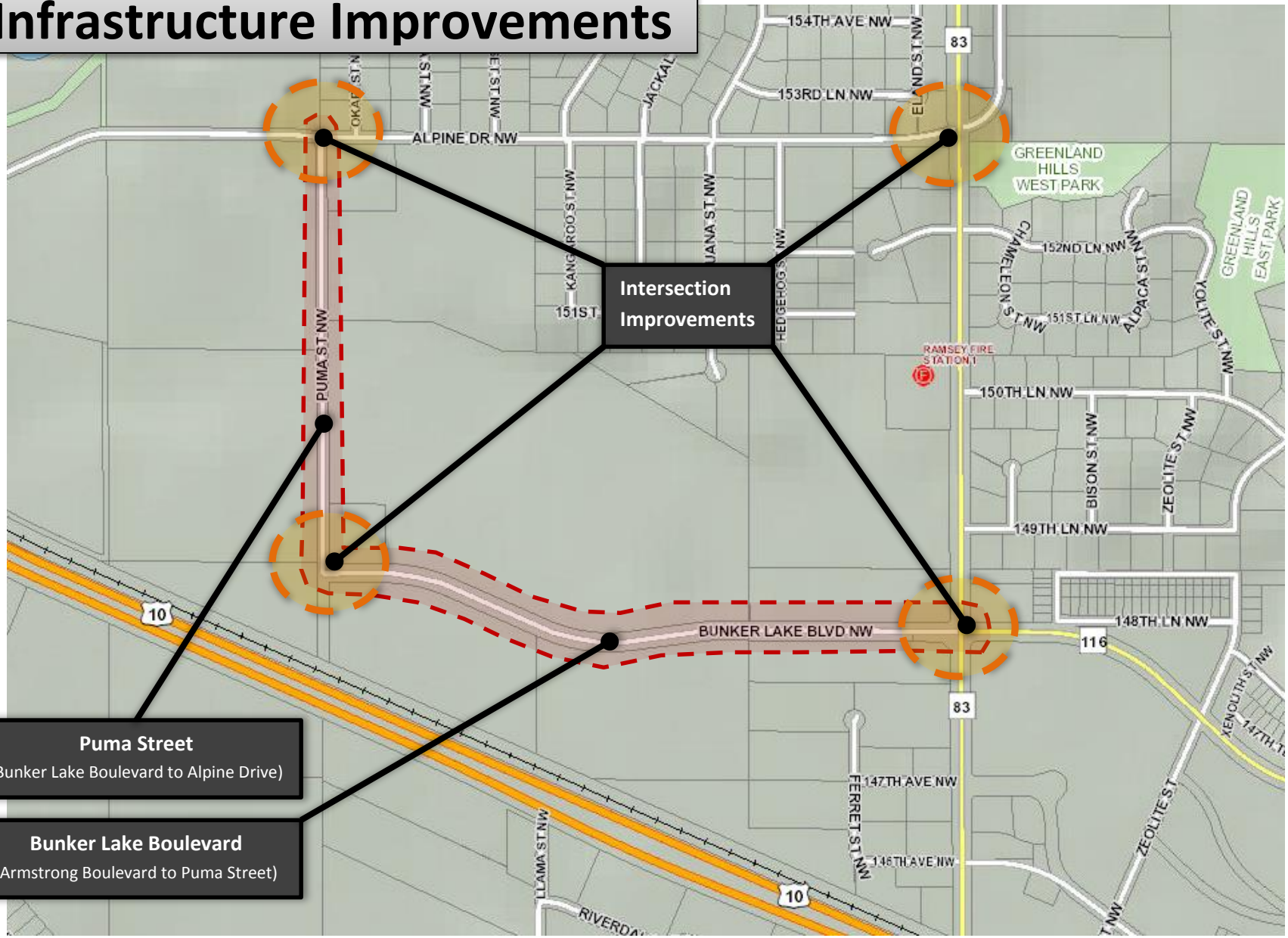
4. All proposals, plans, and other documents submitted shall become the property of the City. Responses to this RFQ are considered public information and are subject to discovery under the Freedom of Information Act.

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

6. Questions/Contact:
    - Patrick Brama, Economic Development Manager, 763-433-9868, pbrama@cityoframsey.com
    - Bruce Westby, City Engineer, 763-433-9825, bwestby@cityoframsey.com
    - Kurt Ulrich, City Administrator, (763) 433-9845, kulrich@cityoframsey.com

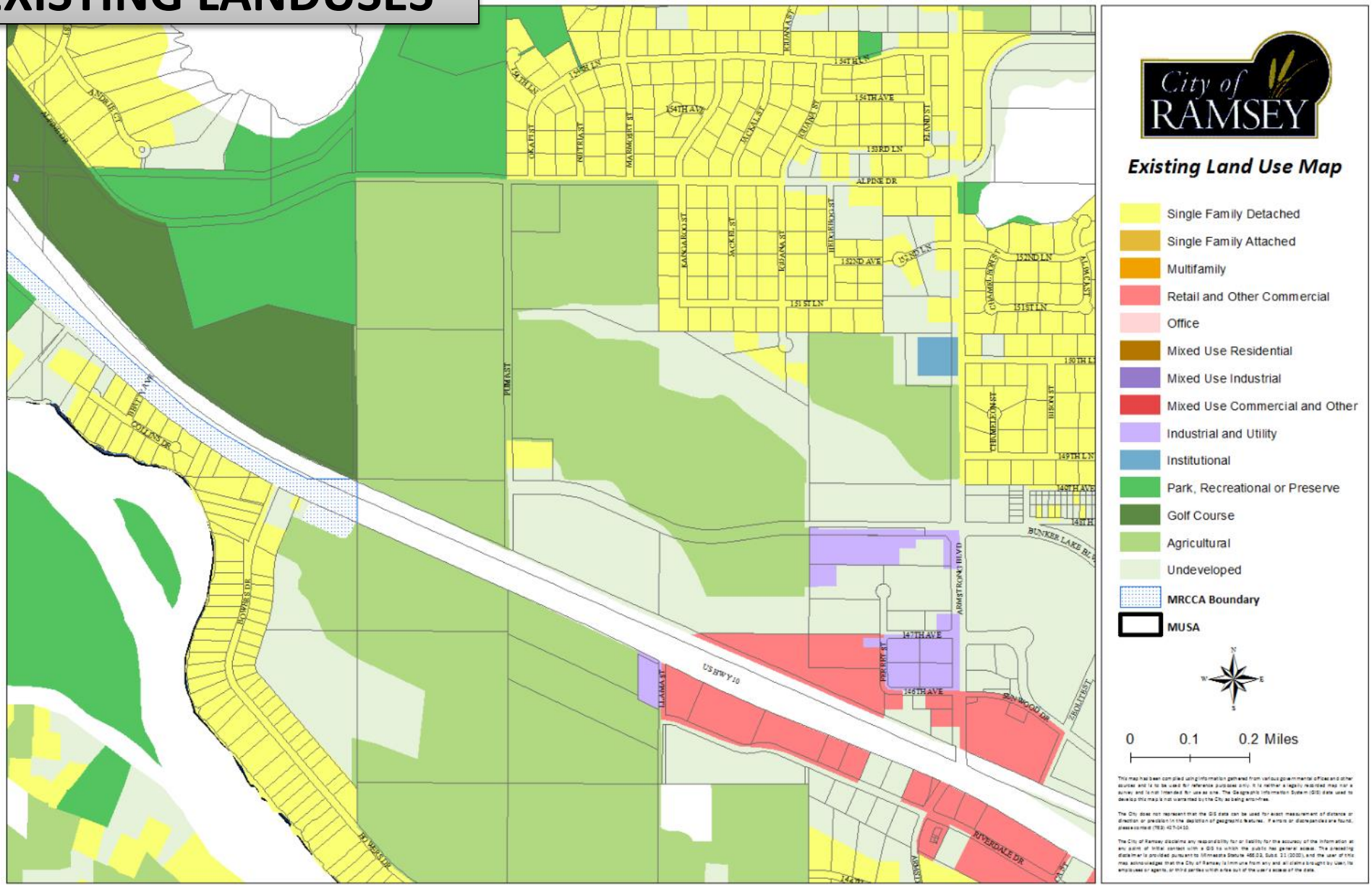
Appendix A

Infrastructure Improvements



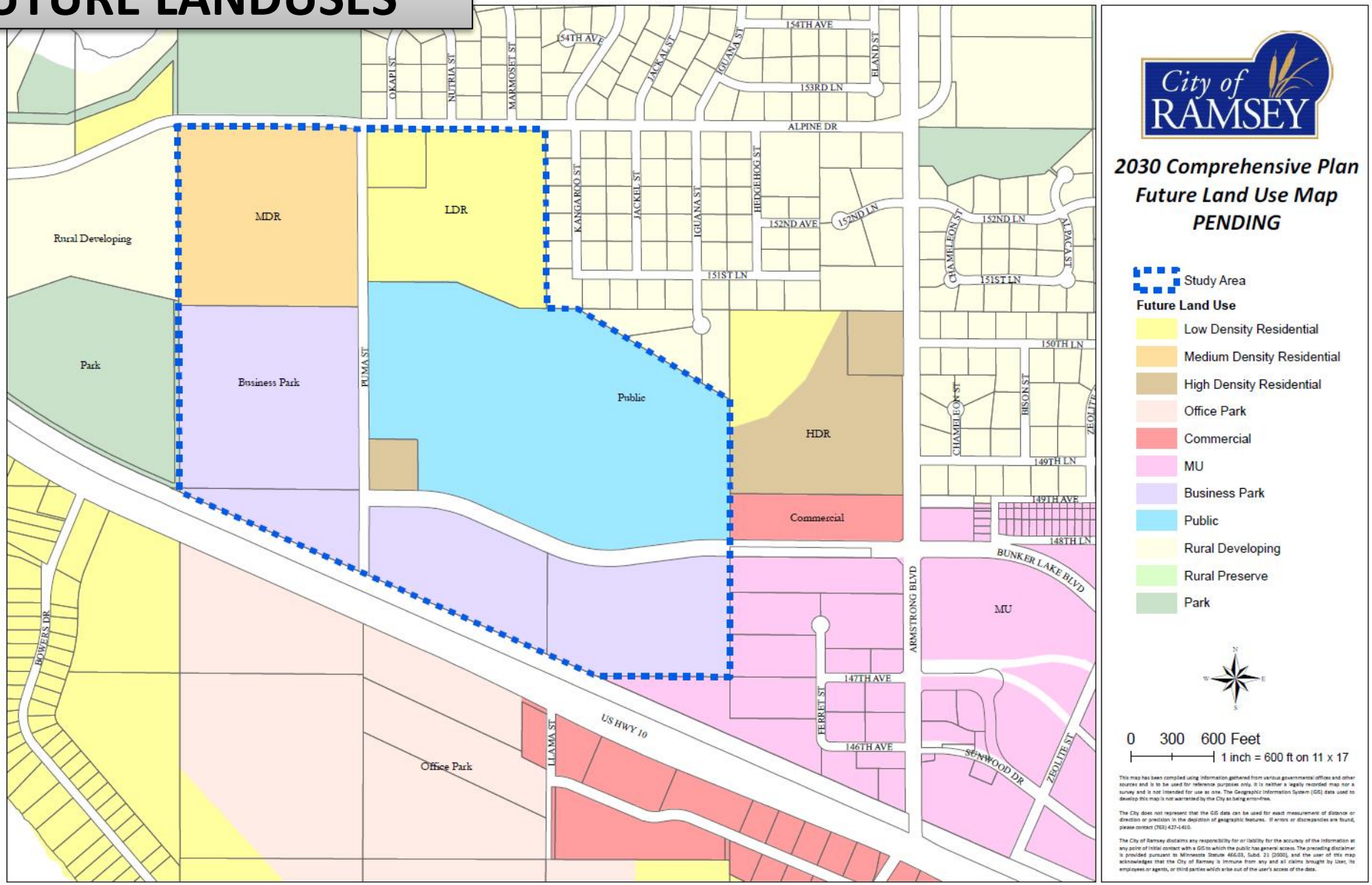
Appendix B

EXISTING LANDUSES



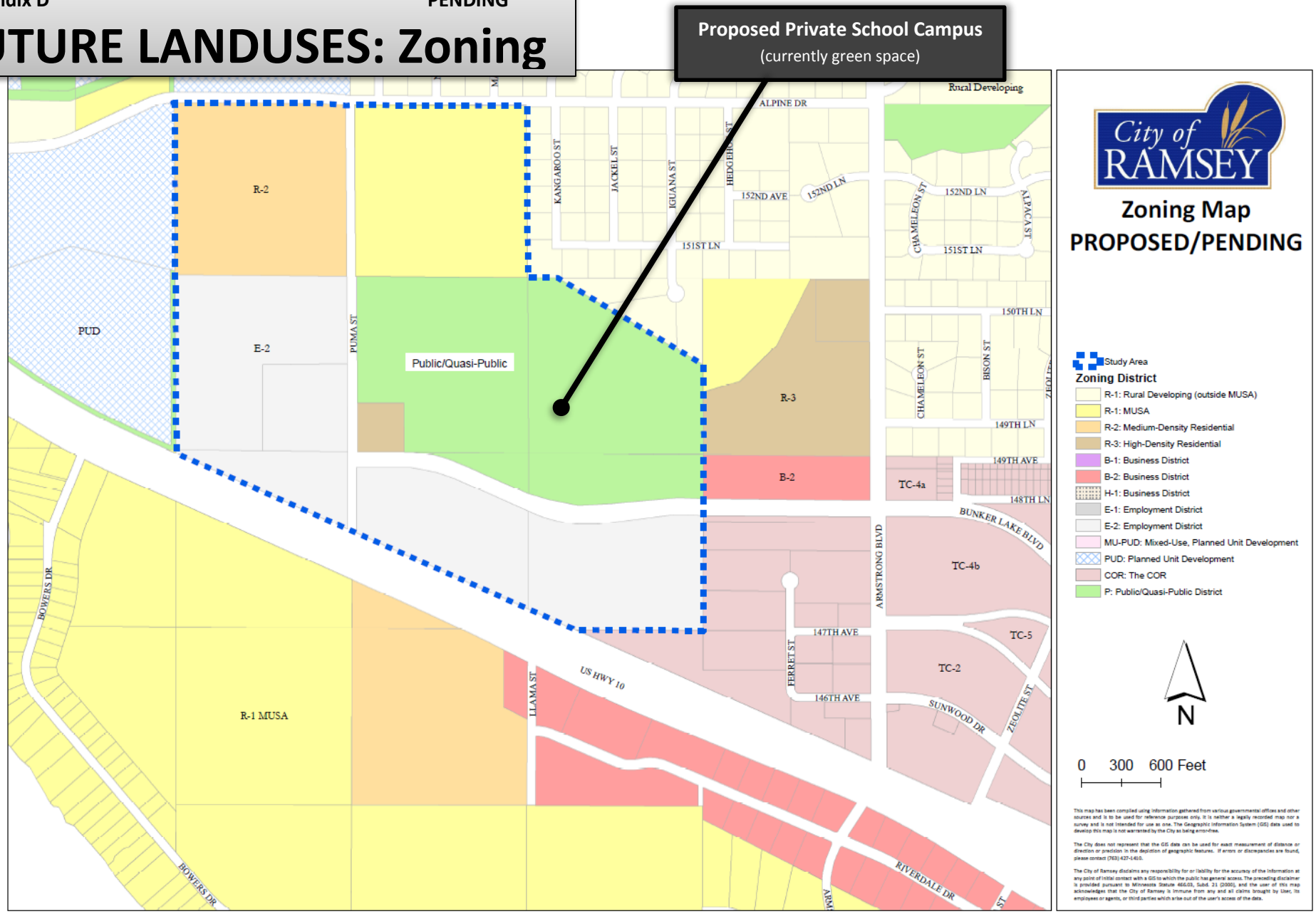
Appendix C **PENDING**

FUTURE LANDUSES



Appendix D **PENDING**

FUTURE LANDUSES: Zoning



ACG

Advance Consulting Group, Inc.
Development and Finance Specialists

Ramsey Business Park
Phase I Research Report

ACG 3970 114th Lane NW, Minneapolis, Minnesota 55433 **T** 763-780-7900

Business Park Prospects

Background

The City of Ramsey is considering the development of a new business park. The site under consideration for the new business park is located north of U.S. Highway 10, west of Armstrong Blvd and south of Bunker Lake Blvd. The site is also bordered by main line railroad track owned and operated by the Burlington North Santa Fe Railroad. The goal of this research report is to identify potential prospects for the new business park and address concerns related to the impact of nearby rail.

The process required for developing a business park is much different from selling a single site. Business park development requires substantially more planning, capital and control. Timing is another important distinction. Strategic timing is critical to the success of a Business Park because it involves the subdividing of land, the installation of site improvements, the sale of sites and ultimately cash flow and profits.

The principal steps in the development of a business park include:

1. Preliminary analysis
2. Site selection and acquisition
3. Preparation of a development plan
4. Formulation of use restrictions and controls
5. Preparation of business park layout
6. Installation of site improvements
7. Construction

Preliminary Analysis

The development of a business park should not be undertaken unless considerable research and analysis of the market has been completed. Market analysis is essential to the success of the business park and it must be carefully and professionally completed before actual development activity begins. The decision on what industries to pursue rests on experience and knowledge of the assets and liabilities of the community as well as which businesses are actively looking for new sites for expansion.

Reasons to consider the development of a new Business Park include:

1. There is currently a lack of readily available sites for new business development in the community. Success with expanding the community's tax base and the creation of new jobs will be limited without the availability of sites that are ready and available for new development.

2. The national economy, and more specifically the economy in Minnesota, has substantially improved. According to the US Department of Labor, Minnesota had the fifth fastest growing economy in the nation in 2012. This was the state's best year for growth since 2004. Forbes Magazine named Minnesota the eighth best place to do business in 2013. Also in 2013, American City Business Journal's index of "top performing metropolitan economies" ranked the Twin Cities seventh in the country, jumping 48 spots from a year earlier.

3. Major transportation improvements are currently being planned or are underway in Ramsey that will have a very positive affect. Construction of a new bridge at Highway 10 and Armstrong Boulevard will improve traffic flow and provide better access for the community. Ramsey recently announced that funding has been secured for this improvement project. Construction will begin in 2015. In addition, the Minnesota Department of Transportation plans to make incremental safety improvements to U.S. Highway 10 in the near term making this corridor more acceptable to commuters, business and industry.

4. A community development trend that is unfolding is the growing expectation and even demand by millennial's for work-life balance. They are increasingly choosing to live closer to their work in an effort to achieve this balance and minimize their downtime in traffic. To be successful at attracting residents in the future, communities must not only have a variety of housing styles and types, they must also provide employment opportunities in close proximity to support the concept of work-life balance.

5. The City of Ramsey has a track record of successfully developing business parks. These parks include Business Park 95, Energy Park, Sunfish Lake Business Park, and Azurite Business Park. All of these business parks were sponsored by the City of Ramsey. As a result of these efforts Ramsey has had significant success with attracting new business and jobs to the community.

The Impact of Rail on the Proposed Site

The property under consideration for the new Ramsey Business Park is located adjacent to the Burlington Northern Santa Fe (BNSF) Railroad main line linking the Chicago and Twin City market to the West Coast. Historically, locating a business park near rail has had some distinct advantages for attracting business and industry.

The desirability of freight rail transportation is more often than not linked to the cost of oil. As oil prices increase freight tends to shift from truck to rail. The cost to move a ton of goods by rail is significantly different from truck transportation. With one gallon of diesel fuel it is possible to move one ton of freight 400 miles by rail compared to approximately 100 miles by truck. In addition each rail car holds approximately 4.35 truckloads of commodities creating greater efficiencies.

Oil production on the Bakken Range in North Dakota has also impacted rail traffic along the rail corridor in Ramsey. The application of hydraulic fracturing and horizontal drilling technologies have caused a boom in Bakken production since 2000. By the end of 2010, oil production rates had reached 458,000 barrels per day, thereby outstripping the pipeline capacity to ship oil out of the Bakken Range. By April, 2014 Bakken oil production in North Dakota and Montana exceeded 1 million barrels per day. Without the construction of additional pipeline capacity, rail has become the preferred method for transporting oil produced from this oil field. Much of this rail traffic moves on the rail line through Ramsey thereby limiting the railroads capacity to absorb additional traffic.

The BNSF line through Ramsey is also home to the Northstar Commuter Rail. In 2014 approximately 720,000 commuters used the rail for commuting to and from the City of Minneapolis. Currently 6 inbound and 6 outbound Northstar Commuter Trains use the line daily. The use of the line for commuter rail places further restrictions on the use of the line for additional train traffic.

Rail traffic on this corridor has now grown to the point where it has become an issue for communities located along the line. The problem has risen to the level of garnering attention from the State of Minnesota. Governor Dayton's 2015 budget includes a proposal to change how the state taxes railroads and includes a new fee dedicated to making safety improvements. These new revenue streams would raise $100 million over the next two years to help the state, counties and cities address problems from increased traffic.

When all of these factors are taken into consideration, it is clear that locating a business park on rail today does not necessarily translate into rail access and therefore rail oriented business and industry. We believe that the Ramsey Business Park site will not be home to rail oriented industries for the following reasons:

1. Class One carriers like BNSF prefer running 110 car unit trains or longer over assembling a train to serve a limited number of industries in a business park. Efficiency is extremely important to this industry as railroads spend 12 to 15% of their annual revenues per year on upgrading infrastructure and new equipment including larger more powerful locomotives that are designed to move larger loads. This level of investment compares to about 5% in other capital intensive industries. The frequency of unit trains on the BNSF route through Ramsey will only increase as it is the main northerly route to the ports of Seattle and Vancouver from the Chicago market as well as the main route for transporting Bakken oil to refinery facilities in the south.

2. With upgraded crossings and grade separations currently planned or under construction there will be pressure to increase speed through communities on the route thereby elevating the need to limit access.

3. There will be pressure in the long term to increase unit trains to 150 cars. Many coal unit trains are now 123 cars. Because current infrastructure isn't capable of handling 150 car unit trains, industry experts don't believe this will happen for at least 5 years or longer but it is in the planning stages by the rail industry.

4. Except for locations near the Northtown Switching Yard in Fridley, it is highly unlikely that rail dependent industries who do not currently have rail access will be allowed access to rail in the north metro area as this would require the BNSF to brake track on a very high traffic, fast moving line that is already in high demand. This view is tied directly to the pressure for more speed and longer unit trains in the future.

5. Large industries that use freight today generally require large tracts of land and cannot afford high land prices. These rail oriented industries are also incompatible with high population areas due to likely user activities that include scrap metal to steel, fertilizer and anhydrous ammonia storage, chemical processing, storage and processing of agricultural commodities.

Potential Prospects for Business Park

If rail oriented prospects are unlikely to locate in the proposed business park, what types of businesses will find the location attractive? The first step in determining potential prospects for the Ramsey Business Park is to determine which industries could be most successful at this location. They are called *potential prospects* at this stage for that is what they are until there is confirmed interest. Anoka County has a high incidence of skilled and semi skilled technicians and a livability standard that makes the area attractive to companies who employ people with these skill sets. Companies searching for sites today rank access to a skilled workforce as one of their primary concerns. Sites and capital can be obtained in many places. Finding a labor force at a reasonable cost with the skills that the company needs can mean the difference between success and failure.

Businesses that match well with the Anoka County workforce can be identified by their NAICS code. All businesses in the United States are classified using the North American Industry Classification System (NAICS). This system is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. Industries that are compatible with the skills of the Anoka County workforce would likely include the following:

NAICS CODE	DESCRIPTION	ANOKA COUNTY ESTABLISHMENTS
332	Fabricated Metal Products	205
333	Machinery Manufacturing	84
339	Miscellaneous Manufacturing	63
323	Printing and related supplies	50
337	Furniture and related products	45
326	Plastics and rubber products	29
334	Computer and electronics	28
336	Transportation equipment	15
325	Chemical Manufacturing	15
321	Wood products manufacturing	14
322	Paper manufacturing	12
311	Food manufacturing	11

Prospect Limitations Imposed by Location

It is important to keep in mind that the array of prospects for a business park is more limited if the park is located immediately adjacent to a rail line. This is a direct result of vibration caused by moving freight and passenger trains. Vibration sensitive industries such as precision manufacturers may be concerned about quality control if the site on which they locate is subject to ground vibration. Low frequency vibrations caused by slow moving or heavily weighted trains are generally the most severe.

In many cases, vibration-sensitive facilities can be built near operating rail lines if proper design considerations are implemented. These considerations include field vibration measurements to determine levels of vibration at the surface and below grade as appropriate, allowance for building suppression effects, and internal building vibration mitigation.

In some circumstances, it is practical to modify the impacted building to reduce the vibration levels. Vibration isolation of buildings basically consists of supporting the building foundation on elastomer pads similar to bridge bearing pads. When vibration-sensitive equipment such as CNC machines will be affected by transit vibration, specific modifications to the building structure may be the most cost-effective method of controlling the impact. For example, the floor upon which the vibration sensitive equipment is located could be stiffened and isolated from the remainder of the building to reduce the vibration. Alternatively, the equipment could be isolated from the building at far less cost.

According to studies conducted by the US Department of Transportation, sites located within 100 yards of the centerline of a rail line tend to experience the most vibration. In general, sites that are 300 or more feet from the centerline often experience little or no impact and can be considered by vibration sensitive industries as a site location option. Further study of the Ramsey location as it relates to current vibration levels is encouraged.

It should be noted that there are numerous examples of industry located in close proximity to rail lines in the Ramsey industrial market. In some instances precision manufactures have located within 100 feet of the centerline and operated successfully using vibration mitigation techniques.

There are some industrial prospects who are not vibration sensitive who will not consider Business Parks located adjacent to rail. Distribution centers would fall into this classification. Distribution centers prefer locations near a major highway with no impediments to access. Under most circumstances a rail line would be considered an impediment even if at grade rail crossings provide access to the site. Recent action taken by the City of Ramsey, the State of Minnesota and the federal government to improve the intersection of Armstrong Boulevard and Highway 10 with a new overpass will allow distribution centers to consider the site for future facilities.

Conclusion

As the City of Ramsey knows, the cost of developing a business park can be significant and there are never any guarantees of a return on the investment. There are many factors to consider before investing in land and infrastructure to attract industrial and commercial development. However, there is an old saying in economic development: “You must have a site that is ready for development to be in the game".

Having a site that is ready to go or is "shovel ready" separates communities into winners and losers at the start of the site location process. When the community is prepared with a site that is ready to accept development, the odds improve significantly that the community will receive a visit from a potential prospect. In todays world, the competition is keen for economic development due to its impact on tax base, job creation and related income. Communities with sites that are prepared are the ones who will achieve success.

Future Business Park

Reference Map: 300’ Railroad Affect Area Area Unaffected by Train/Easy to Section Off



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, July 9, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Jim Steffen Member Brian Burandt Member Philip Brunt Member Glen Hardin Member Chris Riley Member Wayne Skaff Member Kristine Williams
Members Absent:	None
Also Present:	Patrick Brama, Econ. Dev. Mgr/Assistant City Administrator Tim Gladhill, Development Services 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

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

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

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated June 4, 2015

Motion by Member Skaff, seconded by Member Hardin, to approve the June 4, 2015, minutes as presented.

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

4. EDA BUSINESS

4.01: Consider Multiple Actions Related to a Potential Life Fitness Expansion and Redevelopment Project

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Mr. Jason Aarsvold, Ehlers and Associates, and Mr. Mike Mulrooney were at the meeting to answer questions.

Mr. Mulrooney stated there were a few items to consider as it relates to Ramsey. On the TIF side, they need to determine if there is a public purpose for this type of financing. In this case, they are removing blight within the community and that is key to the test of it being a public purpose. This project meets all of those requirements. Under MN law today, they have to deal with the issue of business subsidy and whether or not this business meets that test. The City of Ramsey has their own business subsidy policy and there are four components they need to look at. One is the "but-for" test and without some form of assistance, no business would undertake that project without help. There are a number of costs incurred that are extraordinary with the property and this does meet the "but-for" test.

Mr. Mulrooney stated the second component relates to wages, which must meet paying at least 70 percent of the median wage for the Metro Area. The median wage is $20.46/hour, which would mean they would have to pay $14.34/hour for this project and this project will pay over $16.00/hour. This meets the wage policy. The third component is economic feasibility and this company can take on the responsibility. The City does not have any concerns. The last component is whether the business is in compliance with the business subsidy act of MN and this project does meet that test.

Chairperson Steffen asked if the blight was not on the piece of land would that take the key ingredient out and not make TIF an option. Mr. Aarsvold stated they chose this type of District because of the situation on the ground out there. They talked about a redevelopment district that required more than fifty percent of the buildings to be considered substandard. But because there are only two buildings, one believed to be substandard, it is not more than fifty percent but the removal and renovation is required at thirty percent of the buildings be substandard. He stated they can create the 16 years of increment because the building is considered substandard. If it did not qualify they could still consider that type of district, only with fewer years of tax increment.

Chairperson Steffen asked if they have given any indication when phase two would begin. Economic Dev. Mgr/Assistant City Administrator Brama thought it would be in a year or two.

Chairperson Steffen asked if the demolition would occur immediately after purchase. Economic Dev. Mgr/Assistant City Administrator Brama indicated it was their hope to do that.

Member Riley asked if the value of the old building would remain even if demolished. Mr. Aarsvold explained how they figure the assessment for the TIF District. He stated even if they

were to demolish the property they still need to use the higher base value. Member Riley stated in the short term the City gets an expansion and a cleanup of the site and in the future an expansion on that site as well.

Chairperson Steffen stated he saw no reason not to begin the process because he thought Healthquest was one of the last eyesores in the City and Life Fitness is one of the largest employers in the City.

Motion by Member Skaff, seconded by Member Burandt, to recommend to the City Council adopt Resolution #15-07-171 to call for a public hearing on August 25, 2015, to modify Development District 1, create TIF District 15, and award a business subsidy; to recommend City Council adopt Resolution #15-07-172 declaring the City of Ramsey's support of applying to the State of Minnesota Department of Employment and Economic Development Job Creation Fund program; to direct Staff to accept a business subsidy application from Life Fitness and begin underwriting; and, recommend the City Council execute the LHB contract for State required TIF District analysis; subject to review and amendments by the City Attorney

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

4.02: Review Future Business Park Infrastructure Analysis Preliminary Report

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Representatives Kevin Kielb and Brian Nemeth from Bolton & Menk made a presentation to the EDA.

Chairperson Steffen thought the presentation was well done and what was needed to move the project move forward. He only wondered how they can compete with a city adjacent to them that is almost giving land away and thought this was something they needed to address.

Member Riley thought this was exactly what they needed. If they add up the phases it comes to $6.4 million and he wondered if this made sense in thinking this is where they would end up. Economic Dev. Mgr/Assistant City Administrator Brama stated a lot of the costs are covered through development fees. He stated the next question is how they will pay for it. Staff knew this would be expensive and be in the millions and he thought this could be a challenge to overcome.

Chairperson Steffen asked if the amenities needed to be installed before companies will look at this area. Mr. Kielb stated they have a little bit of advantage because they work in other communities and can find out what the other communities are doing. He stated they have to understand what developers are looking for and are saying about other cities and go from there. There is a lot of the infrastructure in place already. He stated they will need to work back and forth between developing and paying for the infrastructure. He thought the first phase was good to go and they could hold off on developing the other phases because he did not think they would need all of the road improvements at this time.

4.03: Business of the Year

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Member Riley thought having a long list and short list is a little too structured. Economic Dev. Mgr/Assistant City Administrator Brama stated the short list has stayed the same and they do roll over candidates from the previous year.

Chairperson Steffen nominated Bolton & Menk because they were one of the first businesses within the COR in 2006. He thought they have done a lot for the City and work well with the City.

Member Skaff nominated Allina because they are a major business within the community and they draw people to the COR. Member Hardin seconded the nomination for Allina.

Member Burandt nominated Zero Zone because they have been a strong partner with Connexus Energy and have been a good business partner.

Chairperson Steffen asked if the EDA has a criteria for the businesses. Economic Dev. Mgr/Assistant City Administrator Brama indicated the criteria are the four questions they sent to the businesses to answer.

Member Brunt concurred with nominating Allina. Member Riley seconded the nomination for Bolton & Menk. Member Williams thought all of the businesses were fine options and she really appreciated what was discussed about Allina in the previous year. She voted for Allina.

The EDA majority concurred to select Allina as the 2015 EDA Business of the Year and direct staff to bring back a case to refresh the larger nomination pool.

Economic Dev. Mgr/Assistant City Administrator Brama asked if there was anything they should add or change to the criteria for next year. Chairperson Steffen stated he would like them to look at community involvement, find a way to score the businesses. He thought they should look at refining this for next year.

Member Williams thought the long list attached is from 2011 and contains several businesses that have already been awarded the Business of the Year designation. She thought it would be helpful to have the last few year's businesses and she would also like to see who the sponsors for the Draw summer event series were. She indicated she liked the questions and giving the businesses the opportunity to answer them. Member Skaff would like to see who the sponsors were at Happy Days as well.

4.04: EDA Updates

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

- Purchase Agreements
    - Casey's
    - PSD LLC
    - GS Land
    - Common Bond
    - 24 Restore
- Prospects
    - Dominium Development
    - Life Fitness
    - 24 Restore
    - Dedicated Networks (possibly a July 30th special EDA meeting)
- Annual Golf Tournament
- Highway 10 Business Advocacy Group, Emmer Visit
- RALF Requests
- COR Signs
- CBRE, multiple items
- EDA Performance Measurements

5. MEMBER / STAFF UPDATE

The EDA reviewed the Staff Update.

City Administrator Ulrich updated the EDA on items happening in the City.

Member Skaff indicated he has seen temporary signage for the Armstrong construction and he wondered if any business has given any indication of a loss of business due to Armstrong being closed. City Administrator Ulrich stated he spoke to Coborn's and they indicated business has been flat which is good. He indicated they tried to sign as best as possible.

Member Skaff asked if construction has been on schedule. City Administrator Ulrich indicated it has been and the weather has been cooperating.

Member Hardin stated as it relates to the Life Fitness case, there was a proposal from LHB and he talked to staff about having the City Attorney review some of the language in the Contract and he wanted to make sure that was going to happen. Economic Dev. Mgr/Assistant City Administrator Brama stated the updated motion did include a review of the amendments by the City Attorney.

6. ADJOURNMENT

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

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

The regular meeting of the Economic Development Authority adjourned at 9:01 a.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Patrick Brama
Econ. Dev. Mgr/Assistant City Administrator

Draft by Sue Osbeck
TimeSaver Off Site Secretarial, Inc.

5.05: Receive Future Business Park Infrastructure Analysis Preliminary Report

Presentation

Community Development Director Gladhill presented the staff report stating the purpose of this case is to review a *preliminary* report from Bolton & Menk on required infrastructure improvements to the City's future business park; and to take comments/ suggestions.

Community Development Director Gladhill indicated the EDA reviewed this document in July; and will be reviewing a revised version on August 13. Staff is not looking for a specific motion or direction from the Planning Commission at this point. The intent is to simply convey they information to the Planning Commission early in the process in order to frame future policy discussions. That being said, Staff welcomes thoughts on the land use implications of the proposed future improvements shown in the study. Adopting the study in no means obligates the City to any improvements or investments.

Community Development Director Gladhill reported it is Staff's perspective, the "Project Financing" portion of this report is the last major outstanding item (page 11). Bolton & Menk would like to receive comments/ amendments to this preliminary report before the "Project Financing" section is completed. Staff intends to direct Bolton & Menk to develop multiple financing options. Staff will also connect with other cities and private developers to identify alternative strategies for assigning costs/ project financing. This report will be in front of the City Council on August 25. Staff requested feedback and direction from the Commission.

Commission Business

Commissioner Brauer commended staff for their efforts on this report. He appreciated the traffic counts included within the document.

Commissioner Andrusko discussed the non-linear relationship between traffic along Trunk Highway 10 and Armstrong Boulevard. He recommended that the low-density residential and medium-density residential be flipped to allow for single family homes within Area 4. Community Development Director Gladhill commented that he could investigate the relationship between the traffic counts on Highway 10 and Armstrong Boulevard and would report back to the Commission.

Further discussion ensued regarding traffic moving in and around the City of Ramsey.

Community Development Director Gladhill indicated that full model build outs and traffic models for the City could be discussed at a future meeting. The Commission supported this recommendation.

DRAFT

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

CC Regular Session **7. 10.**

Meeting Date: 08/25/2015

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Provide Staff Direction Related to Northern Starz Children's Theatre Lease

Purpose/Background:

PURPOSE

Provide Council with an update to an urgent situation. Identify a solution moving forward.

UPDATE

The geothermal heating and air conditioning system, which provides service to the City's former Police Department building, was accidently destroyed on August 20 by GS Land. It was destroyed during construction of public improvements on the property recently sold by the City to GS Land. Northern Starz Children's Theatre currently leases the City's former Police Department building.

Why is GS Land not responsible for this situation?

Although GS Land did not intentionally damage the geothermal system, it is partially physically located on their property. Therefore, claiming this issue is solely their financial responsibility would be challenging; as they may potentially have an ownership claim.

Why was this not covered by staff as part of construction planning?

The City has no record (map) of the geothermal system. This is the only City building that utilizes geothermal. As a result, Staff is not experienced with geothermal systems; and did not anticipate this potential issue. Due to the expected demolition of municipal center campus this spring, extensive investigation of the geothermal system was never conducted. Additionally, when the City originally negotiated a purchase agreement with GS Land, final clarity in several overlapping timelines related to the larger redevelopment project did not exist.

NORTHERN STARZ LEASE AGREEMENT

The City of Ramsey entered into a lease agreement with Northern Starz Children's Theatre in July of 2014. Northern Starz Children's Theatre uses said space as a practice facility. The current lease agreement includes a rate that is well below market. The intention of this lease agreement was to help Northern Starz "get on their feet" and become established in the Ramsey community. To date, Northern Starz has seen significant growth and support for their organization; and they hope to see that trend to continue moving forward!

With the anticipated demolition and cleanup of the former municipal center campus expected to take place in April of 2016, Staff notified Northern Starz the original lease agreement was to terminate in mid-March, 2016. Northern Starz has since made arrangements for a new home. They have secured a lease to utilize the former Allina building; officially beginning on February 1, 2016.

ISSUE

Due to the significant cost to fix the damaged geothermal system, and the City's plan to demolish/ clean up the former municipal center site next spring, replacing/ fixing the existing geothermal system is not recommended. As a result, heating and air conditioning will not be available in the former Police Department building.

What does is cost to fix the geothermal system?

Unofficially, Staff has received preliminary estimations of $10,000-$20,000.

Because Northern Starz Children's Theatre Leases this space, a conflict exists. The City made notification to vacate this space by March 2016. Do to the damaged geothermal system, Staff would now recommend Northern Starz vacate the building by October 1, 2015.

Northern Starz has agreed to vacate the space early. This unexpected situation will result in the need for Northern Starz to pay a higher rent payment from October to February 2016 (four months). Northern Starz is a start-up non-profit organization and has very limited funding. Without some sort of assistance, the organization may not be able to make ends meet as a result of this unanticipated situation.

Northern Starz has indicated finding a resolution to this situation soon is very important to their continued success; as they have several schedules (kids, volunteers, etc.)/ performances/ events/ funding items/ tenant improvements to their new space they need to resolve. Although this situation is unfortunate, Northern Starz did express their deep appreciate for City support to-date; and sincerely appreciates their consideration to find a resolution for the current issue.

PROPOSED RESOLUTION

Staff is proposing for the City to cover the "net difference" in costs between what Northern Starz would have paid the City for their existing lease from October 2015 to February 2016 and what they will need to pay now—as a result of this unexpected situation. The current rent rate with the City $510. The new rent rate at the former Allina building is $1,500. The total "net difference" is $3,990 over four months.

Additionally, staff is proposing to charge no rent to Northern Starz, at their existing location, for September only. This is a $510 value.

What is the proposed funding source?

Staff proposes to utilize the City's Facilities Fund. This account has been utilized to-date, for all revenues and expenses related to the redevelopment of the City's former municipal center campus; and staff anticipates using it moving forward. Sufficient funding exists in this account to cover the proposed resolution ($3,990).

Notification:

NA

Observations/Alternatives:

NA

Funding Source:

NA

Recommendation:

Staff is seeking Council agreement to move forward with the proposed solution.

Action:

Council motion to authorize the early termination of the lease of the municipal building by Northern Starz Children's Theatre and authorize a payment of $3,990 to Northern Starz Children's Theatre as settlement in order for them to make the early transition to a new facility.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/24/2015 09:42 AM
Form Started By: Patrick Brama		Started On: 08/24/2015 09:13 AM
Final Approval Date: 08/24/2015		