City of Ramsey
Agenda
Updated
Regular City Council
Tuesday, October 10, 2017
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. Call to Order

2. Presentation

1. Presentation by Metropolitan Council

2. Proclaim October as Community Planning Month

3. Citizen Input

4. Consent Agenda

1. Receive Cash and Investments for Period Ending September 30, 2017

2. Approve the Following Meeting Minutes:
    1. City Council Work Session dated 09/2617
    2. City Council Regular dated 09/26/17

3. Approve Licenses

4. Approve Rental Licenses

5. Approve Request to Declare Surplus Property

6. Adopt Resolution #17-10-250 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of September 21, 2017 through October 4, 2017

7. Adopt Resolution #17-10-246 Accepting Pedestrian and Bicycle Trail Easement on a portion of Lot 5, Block 2, Estates of Silver Oaks 2nd Addition (Project #17-119); Case of Royal Oaks Realty, Inc.

8. Adopt Resolution #17-10-248 Accepting New Drainage and Utility Easements Associated with an Administrative Subdivision for Lots 7 & 8, Block 1 Windsorwood (Project No. 17-147); Case of Raymond Silhanek and Leslie Reed-Silhanek

9. **Removed from Consent Agenda - Will be discussed at a later date. -** Adopt Resolution #17-10-251 Vacating Pedestrian Trail Easement on Lot 6, Block 3, Wildlife Sanctuary Third Addition

10. Adopt Resolution #17-10-255 Accepting Quotes and Awarding Contract to Repair Stormwater Pond Erosion at 7550 Highway 10 NW

11. Adopt Resolution #17-10-258 Proclaiming October as National Community Planning Month

12. Adopt Resolution 17-10-262 to Amend the City's Personnel Policy

13. Report from Public Works Committee dated September 19, 2017.
1. Consider Recommendation to City Council Regarding Connexus Energy's Special Assessment for Sunwood Drive Reconstruction: The Committee agreed that the assessment policy must be fair and added the consultant will provide a valuation, and the Committee will make a recommendation to the City Council.
2. Improving Pedestrian Crosswalk Visibility in the COR: Ratify the recommendation of the Public Works Committee to recommend that the City Council approve the purchase and installation of "in street pedestrian marking signs" as recommended by City Staff.
3. Consider Recommendation for City Council to Order Feasibility: Ratify the recommendation of the Public Works Committee to recommend that the City Council order a Feasibility Report for the 2018 Overlay Improvements, City Improvement Project #18-03.
4. Review Feedback and Next Steps for Comprehensive Plan Update Transportation Chapter: No Action Taken.

5. Approve Agenda

6. Public Hearing

1. PUBLIC HEARING: Adopt Resolution #17-10-252 Adopting Assessment Roll Certifying Sunwood Drive Reconstruction Assessments, Improvement Project #17-00

7. Council Business

1. Consider Adopting Zoning Amendment Related to a Subdivision known as Lavern Estates (Project No. 17-137); Case of Joshua Peterson

2. Adopt Resolution Granting Final Plat and Development Agreement for Davis Addition; Case of Green Valley Greenhouse

3. Adopt Resolution #17-10-260 Approving Development Agreement for COR Stone Brook Academy, Case of MK Johnson Properties, LLC

4. REVISED: Adopt Resolution #17-10-256 Approving Development Agreements for Bunker Lake Industrial Park, Case of PSD, LLC

5. Adopt Resolution #17-10-259 Approving Development Agreement for Greenway Terrace (Project #16-84); Case of AEON, LLC

6. Authorization to Distribute The COR Interim Development Plan for Public Comment

7. Resolution #17-09-232 **(Resolution number has been changed to #17-10-232)** Requesting use of the Anoka County HRA Fund: Case of the City of Ramsey's New Business Park

8. Adopt Resolution #17-10-254 Accepting Bids and Awarding Contract for Improvement Project #17-10, Puma Street Utility Extensions

9. Award Contract for Demolition of Former Sunfish Lake Gas Station

10. Adopt Resolution #17-10-247 Accepting Resignation of a Councilmember at Large, Declaring a Vacancy in the Office of Councilmember at Large and Calling for a Special Election to Fill the Vacancy

11. Adopt Resolution #17-10-261 in Support for City of Anoka Funding Applications for Trunk Highway 10 Improvements at Thurston Avenue and Fairoak Avenue

8. Mayor/Council/Staff Input

1. Staff Update on Potassium Street Cul-De-Sac Improvements, Improvement Project #17-13

9. Adjournment

CC Regular Session **2. 1.**

Meeting Date: 10/10/2017

Information

Title:

Presentation by Metropolitan Council

Purpose/Background:

Purpose: To receive a presentation by the Metropolitan Council - Chair Alene Tchourumoff and Council Member Ed Reynoso.

Background: Earlier this evening, in lieu of the regular Council Work Session, the City Councilmembers, along with representatives of City Commissions and City staff participated in a mobile tour with members of the Metropolitan Council, making various stops throughout the City of Ramsey. The Metropolitan Council Members have done several municipal tours over the past year to learn about specific wins/challenges of each city in the metropolitan area. The tour in Ramsey gives an opportunity for the Metropolitan Council to learn more about the City's future goals and to see how the Metropolitan Council might be a helpful partner. Confirmation was received that Metropolitan Council Chair Alene Tchourumoff and Metropolitan Council Member Ed Reynoso would be present. The Metropolitan Council has also invited Council Members adjacent North Metro District Council Members Lona Schreiber and Marie McCarthy to attend.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 07:52 AM
Form Started By: Jo Thieling		Started On: 10/04/2017 11:47 AM
Final Approval Date: 10/05/2017		

CC Regular Session **2. 2.**

Meeting Date: 10/10/2017

Information

Title:

Proclaim October as Community Planning Month

Purpose/Background:

Each year, the American Planning Association celebrates October as National Community Planning Month. This year carries special meaning for Ramsey as it completes an update to our Comprehensive Plan. This is also an opportunity to celebrate our community leaders and planners, especially the Planning Commission and the Comprehensive Plan Steering Committee.

Community Development Director Tim Gladhill will provide an update on various planning activities occurring in the community, including public workshops later this month to continue progress on the Comprehensive Plan and the City's partnership with the University of Minnesota through the Resilient Communities Project.

This year's theme for National Community Planning Month is 'Innovations in Planning'.

Attachments

Proclamation

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 08:57 AM
Kurt Ulrich	JoAnn Shaw	10/05/2017 09:30 AM
Form Started By: Tim Gladhill		Started On: 08/21/2017 02:44 PM
Final Approval Date: 10/05/2017		

COMMUNITY PLANNING MONTH PROCLAMATION

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Ramsey; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Ramsey and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2017 is hereby designated as **Community Planning Month** in the City of Ramsey in conjunction with the celebration of National Community Planning Month.

Adopted this 10th day of October, 2017.

_____ (SEAL)
Mayor

_____
Clerk

CC Regular Session **4. 1.**

Meeting Date: 10/10/2017

By: Diana Lund, Finance

Information

Title

Receive Cash and Investments for Period Ending September 30, 2017

Purpose/Background:

Purpose: Receive reports of the city's cash and investments for the period ending September 30, 2017.

Cash and investment report shows the monthly cash flow - receipts and expenditures through September 30, 2017 with the current listing of the city's investment portfolio.

Action:

None required. Informational only.

Attachments

Cash & Investments for Period Ending September 30, 2017

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 07:39 AM
Form Started By: Diana Lund		Started On: 09/27/2017 02:20 PM
Final Approval Date: 10/05/2017		

CITY OF RAMSEY
REPORT OF POOLED CASH FLOWS
Period Ended September 30, 2017

	September-17 CURRENT MONTH	2017 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE	$ 67,760,829.04	$ 64,912,887.39
CASH INFLOWS:		
Daily Deposit	714,602.69	5,841,947.05
Tax Settlements	-	6,218,640.94
U/B Receipts	56,965.86	2,132,972.06
Credit Cards	183,906.49	2,080,116.54
Interest Earnings [Net of Interest Paid on Investments]	69,466.38	680,131.72
Bond Proceeds	-	863,473.61
TOTAL CASH INFLOW	$ 1,024,941.42	$ 17,817,281.92
TOTAL CASH AVAILABLE	$ 68,785,770.46	$ 82,730,169.31
CASH OUTFLOWS:		
Prepaid Checks	541,534.52	5,858,206.79
Bills Lists	404,472.82	4,334,046.66
Pay Estimates	941,267.77	1,838,176.35
Credit Cards	12,578.99	48,657.40
Payroll - Net	313,940.90	2,942,254.90
Flex Reimbursement	4,010.53	42,190.89
Void Checks/Dormant Checks Paid	(51.53)	(44,997.34)
Debt Service	-	1,143,245.01
Miscellaneous [Bank Charges; etc.]	28.00	400.19
TOTAL CASH OUTFLOW	$ 2,217,782.00	$ 16,162,180.85
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	**$ 66,567,988.46**	**$ 66,567,988.46**
MEMO - NET 2017 CASH INFLOW (OUTFLOW)	**(1,192,840.58)**	**1,655,101.07**

INVESTMENT PORTFOLIO SUMMARY		
BEGINNING BALANCE	**$ 60,675,143.98**	**57,425,022.30**
Purchases	847,000.00	17,915,000.00
Maturities/Sales	(1,198,342.18)	(15,016,220.50)
ENDING BALANCE	**$ 60,323,801.80**	**$ 60,323,801.80**

Prepared by the City of Ramsey Finance Department
10/2/2017

2017 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2017	PURCH 2017	SOLD/ MATURE 2017	BV PRIN BAL 12/31/2017	PAR	YTM
160623	6/23/2017	4M	Term Series 4M		2,000,000.00		2,000,000.00	0.00	2,000,000.00	0.70%
161208C	3/8/2017	4M	Term Series 4M		1,000,000.00		1,000,000.00	0.00	1,000,000.00	0.45%
170202	1/30/2018	4M	Term Series 4M			1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.85%
170831	8/31/2018	4M	Term Series 4M			750,000.00	0.00	750,000.00	750,000.00	1.20%
170804	12/1/2007	4M	Term Series 4M			1,000,000.00	0.00	1,000,000.00	1,000,000.00	1.05%
170629A	6/29/2018	4M	Term Series 4M			2,000,000.00	0.00	2,000,000.00	2,000,000.00	1.20%
170517	5/17/2018	4M	Term Series 4M			1,000,000.00	0.00	1,000,000.00	1,000,000.00	1.00%
170406A	10/5/2017	4M	Term Series 4M			1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.80%
170406B	4/13/2018	4M	Term Series 4M			1,000,000.00	0.00	1,000,000.00	1,000,000.00	0.92%
160927B	3/28/2017	4M	Term Series 4M		1,000,000.00		1,000,000.00	0.00	1,000,000.00	0.43%
160722B	1/23/2017	4M	Term Series 4M		500,000.00		500,000.00	0.00	500,000.00	0.43%
160825A	8/25/2017	4M	Term Series 4M		752,400.00		752,400.00	0.00	752,400.00	0.60%
160825B	8/25/2017	4M	CD-CIT BANK/ONEWEST-	58978	247,600.00		247,600.00	0.00	247,600.00	0.95%
14M1205C	10/11/2017	4M	CD-SONABANK (BOND PI	57968	161,000.00		0.00	161,000.00	161,000	0.75%
								7,911,000.00		
150701A	2/1/2020	BAIRD	WINTHROP MN TAX	976367ND0	290,000.00		0.00	290,000.00	290,000	2.43%
160322A	3/22/2021	BAIRD	FNMA	3136H3BT1	250,000.00		0.00	250,000.00	250,000	1.00%
160420A	2/1/2017	BAIRD	MINNENOTONKA MN ISI	604204QS9	120,000.00		120,000.00	0.00	120,000	1.04%
160322B	1/1/2020	BAIRD	MINNENOTONKA MN ISI	604195D20	100,000.00		0.00	100,000.00	100,000	1.55%
160323	3/23/2021	BAIRD	FNMA	3136G3CJ2	300,000.00		300,000.00	0.00	300,000	1.00%
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%
								1,480,000.00		
160826A	8/27/2018	ICD SEC	CD-ADMIRALS BANK	007220AM8	200,000.00		0.00	200,000.00	200,000	1.00%
170629B	12/31/2018	ICD SEC	CD-ALLY BANK	02006L3SO		100,000.00	0.00	100,000.00	100,000	1.50%
170922	5/26/2020	ICD SEC	CD-TEXAS EXCHANGE B.	88241TCA6		249,000.00	0.00	249,000.00	249,000	1.85%
170927	9/27/2019	ICD SEC	CD-KEY BANK	49306SYU4		100,000.00	0.00	100,000.00	100,000	1.65%
170928	3/27/2020	ICD SEC	CD-CONNECTONE BANK	20786ABV6		249,000.00	0.00	249,000.00	249,000	1.80%
170929	3/27/2020	ICD SEC	CD-LANDMARK COMM B	51507LBM5		249,000.00	0.00	249,000.00	249,000	1.85%
141212A	6/12/2017	ICD SEC	CD-ALLY BANK	02006LMP5	100,000.00		100,000.00	0.00	100,000	1.20%
160330B	10/2/2017	ICD SEC	CD-ALLY BANK	02006LZH9	74,000.00		0.00	74,000.00	74,000	0.85%
160728B	7/30/2018	ICD SEC	CD-ALLY BANK	02006LH30	75,000.00		0.00	75,000.00	75,000	1.00%
150710B	7/10/2017	ICD SEC	CD-AMERICAN COMMER	02519TAC0	250,000.00		250,000.00	0.00	250,000.00	1.00%
170829B	3/1/2019	ICD SEC	CD-AMERICAN EXPRESS	02587DX45		249,000.00	0.00	249,000.00	249,000	1.65%
170829A	8/29/2019	ICD SEC	CD-AMERICAN EXPRESS	02587CFQ8		249,000.00	0.00	249,000.00	249,000	1.75%
160930C	4/6/2018	ICD SEC	CD-AMERICAN NATIONA	02771RAQ6	249,000.00		0.00	249,000.00	249,000.00	0.90%
160930A	4/2/2018	ICD SEC	CD-AMERICAN NATIONA	02771PNK9	157,000.00		0.00	157,000.00	157,000.00	0.85%
140725B	1/25/2017	ICD SEC	CD-AMERICAN WEST BA	03059OD59	200,000.00		200,000.00	0.00	200,000	0.80%
151230A	6/30/2017	ICD SEC	CD-APPLE BANK FOR SA'	03784JPH1	250,000.00		250,000.00	0.00	250,000.00	1.00%
170630A	6/29/2018	ICD SEC	CD-BANK BARODA	06062RAU6		98,000.00	0.00	98,000.00	98,000	1.25%
150415	4/13/2017	ICD SEC	CD-BANK CASTILE	061077BC6	150,000.00		150,000.00	0.00	150,000	0.70%
160615	6/15/2018	ICD SEC	CD-BANK LEUMI USA	063248FQ6	250,000.00		0.00	250,000.00	250,000	1.05%
170413	4/13/2018	ICD SEC	CD-BANK OF BARODA	06062Q2P8		151,000.00	0.00	151,000.00	151,000	1.05%
170509	11/9/2017	ICD SEC	CD-BANK OF CHINA	06426WFAS		99,000.00	0.00	99,000.00	99,000	1.00%
160707	7/7/2017	ICD SEC	CD-BANK OF CHINA	06426TSQ3	149,000.00		149,000.00	0.00	149,000	0.70%
160210B	2/10/2017	ICD SEC	CD-BANK OF CHINA	06426TPK9	100,000.00		100,000.00	0.00	100,000	0.70%
160826B	8/27/2018	ICD SEC	CD-BANK OF HOPE	062683AB3	249,000.00		0.00	249,000.00	249,000	1.00%
161230B	12/29/2017	ICD SEC	CD-BANK OF INDIA	06279HUR2	249,000.00		0.00	249,000.00	249,000	1.00%
150630B	3/30/2017	ICD SEC	CD-BANK OF NORTH CAI	06414QVR7	250,000.00		250,000.00	0.00	250,000	0.85%
151130B	11/30/2017	ICD SEC	CD-BANK UNITED	066519BC2	250,000.00		0.00	250,000.00	250,000.00	1.10%
170125B	1/25/2019	ICD SEC	CD-BANKERS West BANK	06610YFQ5		109,000.00	0.00	109,000.00	200,000	1.00%
170630B	12/28/2018	ICD SEC	CD-BAR HARBOR	066851VR4		249,000.00	0.00	249,000.00	249,000	1.50%
140716	7/16/2019	ICD SEC	CD-BARCLAYS BANK	0674OKHF7	250,000.00		0.00	250,000.00	250,000	2.05%
160706	6/7/2017	ICD SEC	CD-BEAL BANK	0737OWZX7	249,000.00		249,000.00	0.00	249,000	0.70%
151223	7/24/2017	ICD SEC	CD-BLC COMMUNITY BA	05549CGA2	250,000.00		250,000.00	0.00	250,000.00	1.05%
150923	9/22/2017	ICD SEC	CD-BMO HARRIS	05573J4P3	250,000.00		250,000.00	0.00	250,000.00	1.10%
170714A	1/14/2018	ICD SEC	CD-BMW BANK	05580AJP0		149,000.00	0.00	149,000.00	149,000	1.50%
161130	11/30/2018	ICD SEC	CD-BMW BANK OF NORT	05580AFN9	100,000.00		0.00	100,000.00	100,000	1.30%
150626B	6/26/2017	ICD SEC	CD-BMW BANK OF NORT	0558OABY9	150,000.00		150,000.00	0.00	150,000	1.05%
151231	6/30/2017	ICD SEC	CD-BRICKELL BANK	10801DAA9	250,000.00		250,000.00	0.00	250,000.00	1.00%
160729A	4/30/2018	ICD SEC	CD-BROOKLINE BANK	113730CE6	176,000.00		0.00	176,000.00	176,000	0.85%
170131	7/31/2019	ICD SEC	CD-CAPE COD	13934CAB3		249,000.00	0.00	249,000.00	200,000	1.00%
170111	1/11/2019	ICD SEC	CD-CAPITAL ONE BANK	140420S92		148,000.00	0.00	148,000.00	200,000	1.00%
150624	12/26/2017	ICD SEC	CD-CAPITAL ONE BANK	29266NK71	100,000.00		0.00	100,000.00	100,000	1.30%
150715A	7/16/2018	ICD SEC	CD-CAPITAL ONE BANK	14042E4R8	250,000.00		0.00	250,000.00	250,000.00	1.60%
150930B	3/30/2017	ICD SEC	CD-CARDINAL BANK	14147VFD3	250,000.00		250,000.00	0.00	250,000.00	0.80%
160330A	6/30/2017	ICD SEC	CD-CELTIC BANK UT	15118RKY2	250,000.00		250,000.00	0.00	250,000	0.70%
170330B	9/30/2019	ICD SEC	CD-CENTRAL FEDERAL S	15347EAE9		249,000.00	0.00	249,000.00	249,000	1.55%

2017 CASH AND INVESTMENT ACTIVITY

CITY· INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2017	PURCH 2017	SOLD/ MATURE 2017	BV PRIN BAL 12/31/2017	PAR	YTM
170728C	7/29/2019	ICD SEC	CD-CITIZENS STATE BAN	17669WGF6		249,000.00	0.00	249,000.00	249,000	1.65%
170331	9/30/2019	ICD SEC	CD-CITIZENS STATE BAN	17668UAP5		103,000.00	0.00	103,000.00	103,000	1.50%
160826C	2/28/2019	ICD SEC	CD-COMENITY CAP BANI	20033ARR9	249,000.00		0.00	249,000.00	249,000	1.20%
170208	8/8/2018	ICD SEC	CD-COMMERCIAL BANK	20146AAC4		101,000.00	0.00	101,000.00	101,000	1.20%
151130A	11/30/2017	ICD SEC	CD-COMPASS BANK	20451PNZ5	250,000.00		0.00	250,000.00	250,000.00	1.15%
150715B	7/17/2017	ICD SEC	CD-CONESTOGA BANK	20701PBQ6	250,000.00		250,000.00	0.00	250,000.00	1.00%
150717	1/17/2017	ICD SEC	CD-CRESCOM BANK	225862CE9	250,000.00		250,000.00	0.00	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%
170719A	7/19/2019	ICD SEC	CD-DISCOVER BANK	2546726A1		100,000.00	0.00	100,000.00	100,000	1.65%
150715C	7/17/2017	ICD SEC	CD-DISCOVER BANK	254672SC3	100,000.00		100,000.00	0.00	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%
151218A	3/20/2017	ICD SEC	CD-DMB COMMUNITY B/	23322GKG1	250,000.00		250,000.00	0.00	250,000.00	0.70%
160720	7/20/2018	ICD SEC	CD-EAGLE BANK	27002YCX2	249,000.00		0.00	249,000.00	249,000	0.90%
170724	7/24/2019	ICD SEC	CD-EAST BOSTON SAVIN	27119PBU4		249,000.00	0.00	249,000.00	249,000	1.65%
151218C	6/15/2017	ICD SEC	CD-EAST BOSTON SAVIN	27113PAT8	250,000.00		250,000.00	0.00	250,000.00	1.00%
170719C	7/19/2019	ICD SEC	CD-ENERBANK	29266N5Q6		249,000.00	0.00	249,000.00	249,000	1.65%
150515	5/15/2017	ICD SEC	CD-ENERBANK	29266NK71	99,000.00		99,000.00	0.00	99,000	0.90%
170228	5/1/2019	ICD SEC	CD-ESSA BANK & TRUST	29667RPN7		249,000.00	0.00	249,000.00	249,000	1.40%
160129	1/29/2018	ICD SEC	CD-EVERBANK	29976DH94	248,000.00		0.00	248,000.00	250,000	1.10%
151125	11/27/2017	ICD SEC	CD-FIRST BANK PUERTO	33767ASC6	250,000.00		0.00	250,000.00	250,000.00	1.20%
17063.0C	12/31/2018	ICD SEC	CD-FIRST BANK SOUTHE	31931TEP6		249,000.00	0.00	249,000.00	249,000	1.50%
170731	1/31/2019	ICD SEC	CD-FIRST COMMERCIAL	31984GEF2		249,000.00	0.00	249,000.00	249,000	1.45%
151113	11/13/2017	ICD SEC	CD-FIRST MERIT BANK	320844PU1	250,000.00		0.00	250,000.00	250,000.00	1.00%
160816	2/16/2018	ICD SEC	CD-FIRST NATIONAL BAI	332135GM8	249,000.00		0.00	249,000.00	249,000	0.90%
151218B	6/18/2018	ICD SEC	CD-FIRST SOURCE BANK	33646CFY5	250,000.00		0.00	250,000.00	250,000.00	1.25%
151029	10/27/2017	ICD SEC	CD-FRIST TEXOMA NATI	33717WAA2	100,000.00		0.00	100,000.00	100,000	0.85%
140822	2/22/2017	ICD SEC	CD-GE CAPITAL BANK	36161TX59	49,000.00		49,000.00	0.00	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%
170327	7/27/2018	ICD SEC	CD-GNB BANK	36198JCP7		249,000.00	0.00	249,000.00	249,000	1.20%
150629	1/30/2017	ICD SEC	CD-GNB BANK	36198JAX2	250,000.00		250,000.00	0.00	250,000	0.80%
170726	7/27/2020	ICD SEC	CD-GOLDMAN SACHS	38148PLS4		249,000.00	0.00	249,000.00	249,000	1.85%
150930A	3/30/2017	ICD SEC	CD-GOLDMAN SACHS	38148JP62	100,000.00		100,000.00	0.00	100,000.00	0.85%
140828	2/28/2017	ICD SEC	CD-GREAT SOUTHERN B.	3912OVRK2	249,000.00		249,000.00	0.00	249,000	1.00%
140717	4/17/2017	ICD SEC	CD-GUARANTY BANK &	40082OBK1	250,000.00		250,000.00	0.00	250,000	0.85%
160729B	3/29/2018	ICD SEC	CD-HERITAGE BANK	42724JDF9	249,000.00		0.00	249,000.00	249,000	0.85%
160824	8/24/2018	ICD SEC	CD-HSBC BANK	404344BG1	249,000.00		249,000.00	0.00	249,000	1.10%
160721A	7/23/2018	ICD SEC	CD-INDEPENDENCE BAN	4534OKDP1	249,000.00		0.00	249,000.00	249,000	0.90%
161216A	12/17/2018	ICD SEC	CD-INVESTORS SAVINGS	46176PFV2	249,000.00		0.00	249,000.00	249,000	1.35%
151216B	1/17/2017	ICD SEC	CD-ION BANK	46203PAC6	208,000.00		208,000.00	0.00	208,000.00	0.75%
151211A	6/12/2017	ICD SEC	CD-ISRAEL DISCOUNT B/	465076HV2	250,000.00		250,000.00	0.00	250,000.00	1.00%
160831	8/31/2018	ICD SEC	CD-JP MORGAN CHASE	48126XCN3	249,000.00		0.00	249,000.00	249,000	1.05%
170222	2/28/2019	ICD SEC	CD-KEY BANK	493065XF8		149,000.00	0.00	149,000.00	149,000	1.55%
161019	10/19/2018	ICD SEC	CD-LAKESIDE BANK	51210SLX3	100,000.00		0.00	100,000.00	100,000	1.05%
160115	7/17/2017	ICD SEC	CD-LINCOLN PARK SAVI	53468JAG7	250,000.00		250,000.00	0.00	250,000	1.00%
161230A	12/30/2019	ICD SEC	CD-M BANK	55275FKK3	160,000.00		0.00	160,000.00	160,000	1.55%
161215	12/14/2019	ICD SEC	CD-MAIN STREET BANK	56034WAP6	249,000.00		0.00	249,000.00	200,000	1.45%
150710A	7/10/2017	ICD SEC	CD-MB FINANCIAL	55266CMR4	250,000.00		250,000.00	0.00	250,000.00	1.00%
170714B	1/14/2019	ICD SEC	CD-MEDALLION BANK	58403D7B6		249,000.00	0.00	249,000.00	249,000	1.50%
140610	6/9/2017	ICD SEC	CD-MEDALLION BANK	58403BP26	250,000.00		250,000.00	0.00	250,000	1.00%
170721	7/22/2019	ICD SEC	CD-MERRICK BANK	59013JZB8		249,000.00	0.00	249,000.00	249,000	1.70%
150130	1/30/2017	ICD SEC	CD-MERRICK BANK	59013JDA4	100,000.00		100,000.00	0.00	100,000	0.75%
160413	10/13/2017	ICD SEC	CD-MIDLANDS SB, IL	59774QE44	250,000.00		0.00	250,000.00	250,000	0.85%
170714C	7/15/2019	ICD SEC	CD-MIDSOUTH BANK	59805FAB5		249,000.00	0.00	249,000.00	249,000	1.70%
170728B	1/28/2020	ICD SEC	CD-NATIONWIDE BANK	63861NAH8		249,000.00	0.00	249,000.00	249,000	1.75%
151031	1/4/2018	ICD SEC	CD-NOA BANK	65487TBD2	150,000.00		0.00	150,000.00	150,000	0.90%
170330A	4/1/2019	ICD SEC	CD-NORTHFIELD BANK	66612ABG2		249,000.00	0.00	249,000.00	249,000	1.45%
160210A	2/9/2018	ICD SEC	CD-ORIENTAL BANK	686184WS7	200,000.00		0.00	200,000.00	200,000	1.20%
161221	6/21/2019	ICD SEC	CD-ORRSTOWN BANK	687377EA5	249,000.00		0.00	249,000.00	249,000	1.50%
170719B	7/19/2019	ICD SEC	CD-PEOPLES UNITED BAI	71270QQZZ		249,000.00	0.00	249,000.00	249,000	1.65%
170727	10/28/2019	ICD SEC	CD-PILOT BANK	721531BT7		249,000.00	0.00	249,000.00	249,000	1.65%
170728A	7/27/2018	ICD SEC	CD-PINNACLE BANK	72345SFJS		249,000.00	0.00	249,000.00	249,000	1.35%
161229	6/29/2018	ICD SEC	CD-PREFERRED BANK	740367FE2	249,000.00		0.00	249,000.00	249,000	1.15%
170317	9/17/2018	ICD SEC	CD-PRIVATE BANK & TR	74267GVR5		200,000.00	0.00	200,000.00	200,000	1.15%
161228A	6/28/2018	ICD SEC	CD-PROVIDENCE BANK	74374MAD6	249,000.00		0.00	249,000.00	249,000	1.20%
161207	6/7/2018	ICD SEC	CD-ROLLSTONE BANK &	77579ABW5	200,000.00		0.00	200,000.00	200,000	1.15%
170125C	1/25/2019	ICD SEC	CD-RONDOUT SAVINGS I	776322AR0		200,000.00	0.00	200,000.00	200,000	1.00%
160916	9/17/2018	ICD SEC	CD-SAFRA NATIONAL BA	78/658QYZ0	249,000.00		0.00	249,000.00	249,000.00	1.10%
140924	9/25/2017	ICD SEC	CD-SALLIE MAE BANK	40082OBK1	249,000.00		249,000.00	0.00	249,000	1.40%
160224A	8/24/2017	ICD SEC	CD-SANTANDER BANK	80280JLV3	250,000.00		250,000.00	0.00	250,000	0.95%
170623	6/24/2019	ICD SEC	CD-STATE BANK OF INDI	856285BZ3		249,000.00	0.00	249,000.00	249,000	1.70%
160930D	4/30/2018	ICD SEC	CD-STEARNS BANK	857894RN1	249,000.00		0.00	249,000.00	249,000.00	0.95%
161228B	6/28/2019	ICD SEC	CD-STEUBEN TR CO	860010BG1	160,000.00		0.00	160,000.00	160,000	1.40%
170630D	6/28/2019	ICD SEC	CD-SUMMIT COMMUNIT	86604XLX2		205,000.00	0.00	205,000.00	205,000	1.55%
140305	3/6/2017	ICD SEC	CD-SYNOVOUS BANK	87164DEB2	200,000.00		200,000.00	0.00	200,000	0.85%

2017 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2017	PURCH 2017	SOLD/ MATURE 2017	BV PRIN BAL 12/31/2017	PAR	YTM
161123	5/23/2018	ICD SEC	CD-TCF NATIONAL BANK	872278XK7	100,000.00		0.00	100,000.00	100,000	0.90%
160721B	1/22/2018	ICD SEC	CD-TRANSPORTATION A	89388CBE7	249,000.00		0.00	249,000.00	249,000	0.75%
141209	9/27/2017	ICD SEC	CD-UNITED BANK	909552AQ4	250,000.00		248,000.00	2,000.00	250,000	0.65%
170421	4/22/2019	ICD SEC	CD-UNITED COMMUNITY	90983HAC8		249,000.00	0.00	249,000.00	249,000	1.40%
161219	12/19/2018	ICD SEC	CD-WEB BANK	947547JJ5	249,000.00		0.00	249,000.00	249,000	1.40%
160617	6/18/2018	ICD SEC	CD-WELLS FARGO BANK	9497485X1	150,000.00		0.00	150,000.00	150,000	1.20%
150925	9/25/2017	ICD SEC	CD-WELLS FARGO BANK	9497482H9	100,000.00		100,000.00	0.00	100,000.00	1.00%
151211B	12/11/2017	ICD SEC	CD-WEX BANK	92937CDH8	250,000.00		0.00	250,000.00	250,000.00	1.20%
170125A	1/25/2019	ICD SEC	CD-WHITNESY BANK	966594AV5		249,000.00	0.00	249,000.00	249,000	1.00%
160930B	4/2/2018	ICD SEC	CD-WOOD & HUSTON BA	978208AA4	249,000.00		0.00	249,000.00	249,000.00	1.00%
170112	1/11/2019	ICD SEC	CD-WORLDS FOREMOST	981571CS9		100,000.00	0.00	100,000.00	200,000	1.00%
170119	1/18/2019	ICD SEC	CD-WORLDS FOREMOST	981571CU4		100,000.00	0.00	100,000.00	200,000	1.00%
160525	8/25/2017	ICD SEC	CD-Z BANK	98878BAD0	249,000.00		249,000.00	0.00	249,000	0.75%
			2016 Investments & MM					19,167,000.00		
090102B	12/25/2018	Com Sec	FNR 2003-120 BY	31393UGR8	13,715.78		8,146.08	5,569.70	200,000	3.98%
								5,569.70		
160606	5/1/2020	Northland	ANCHOR BAY MI SCH DI	032879-TC-2	500,000.00		0.00	500,000.00	500,000	2.12%
161114B	2/1/2024	Northland	ANDOVER MN TAX	034313-ZU-3	300,000.00		0.00	300,000.00	300,000	2.25%
130412	2/1/2024	Northland	BECKER MN TAX	075671LJ4	50,000.00		0.00	50,000.00	50,000	2.75%
160317	2/1/2019	Northland	BECKER MN TAX	075663YH9	645,000.00		0.00	645,000.00	645,000	1.15%
150903	11/1/2018	Northland	BROOKFIELD WI, TAXAB	112857-BL-0	500,000.00		0.00	500,000.00	500,000	2.20%
110310	2/1/2020	Northland	BROOKLYN CENTER ISD	113853-KG-9	285,000.00		0.00	285,000.00	285,000	4.65%
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%
140620	12/1/2020	Northland	CELINA OHIO SCHOOL D	151069-FD-8	300,000.00		0.00	300,000.00	300,000	2.13%
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%
140502	2/15/2020	Northland	COLLINGSWOOD NJ TAX	194756-PQ-9	145,000.00		0.00	145,000.00	145,000	3.00%
140730A	6/1/2019	Northland	DES MOINES IA TAXABLI	25009X-GB-5	115,000.00		0.00	115,000.00	115,000	2.00%
140730B	6/1/2020	Northland	DES MOINES IA TAXABLI	25009X-GC-3	145,000.00		0.00	145,000.00	145,000	2.10%
170109	6/1/2022	Northland	DESMOINES IA TAX	250097-J3-7		200,000.00	0.00	200,000.00	200,000	2.30%
141104	2/1/2022	Northland	DULUTH MN TAXABLE	264438-G5-5	150,000.00		0.00	150,000.00	150,000	3.00%
151217A	12/1/2018	Northland	FARGO ND TAXABLE	30747N-BC-7	435,000.00		0.00	435,000.00	435,000	1.40%
151217B	12/1/2017	Northland	FARGO ND TAXABLE	30747N-BB-9	395,000.00		0.00	395,000.00	395,000	1.00%
151216A	6/14/2018	Northland	FFCB	3133EF-SH-1	500,000.00		0.00	500,000.00	500,000	1.17%
140326	9/26/2017	Northland	FHLB	313OA15P9	350,000.00		350,000.00	0.00	350,000	1.00%
151119B	11/19/2021	Northland	FNMA	3136GSSA6	400,000.00		0.00	400,000.00	400,000	1.00%
170712	7/1/2021	Northland	GARDENDALE ALA TAX	365478-DQ-6		240,000.00	0.00	240,000.00	240,000	2.20%
150601	6/1/2017	Northland	HAWKEYE COMMUNITY	42016A-KH-3	190,000.00		190,000.00	0.00	190,000	0.90%
170823A	3/1/2018	Northland	HAWLEY MN SCHOOL DI	420416-EY-1		150,000.00	0.00	150,000.00	150,000	1.40%
140320A	3/1/2019	Northland	HAWLEY MN SCHOOL DI	420416-EZ-8	390,000.00		0.00	390,000.00	390,000	1.85%
140117	11/1/2019	Northland	HONOLULU TAXABLE	438670-Q4-6	275,000.00		0.00	275,000.00	275,000	1.84%
110114A	2/1/2017	Northland	HOPKINS ISD #270	439881-HB-2	100,000.00		100,000.00	0.00	100,000	2.75%
150109	10/1/2022	Northland	HUBBARY COUNTY TAX	443348-DE-4	135,000.00		0.00	135,000.00	140,000	2.70%
121211D	6/1/2017	Northland	IOWA WESTERN COMM C	462612-QM-7	100,000.00		100,000.00	0.00	100,000	0.85%
120321	3/1/2022	Northland	MADISION WI SCHOOL D	558495-KN-6	500,000.00		0.00	500,000.00	500,000	2.50%
150708	2/1/2019	Northland	MAPLEWOOD MN TAX	56557-UM-5	350,000.00		0.00	350,000.00	350,000	1.80%
161101	3/1/2019	Northland	MARSHFIELD WI TAX	572852-W4-9	145,000.00		0.00	145,000.00	145,000	1.20%
110203A	4/1/2017	Northland	MEDFORD WIS SCHOOL I	58434T-DK-3	40,000.00		40,000.00	0.00	40,000	2.75%
121228B	9/1/2023	Northland	MIDDLETON WIS REFUNI	596782-T6-7	300,000.00		0.00	300,000.00	300,000	2.36%
120214B	9/1/2025	Northland	MIDDLETON WIS REFUNI	596782-TJ-1	315,000.00		0.00	315,000.00	315,000	2.85%
150430	2/1/2022	Northland	MINNETONKA ISD #276	604195-YG-6	270,000.00		0.00	270,000.00	270,000	3.00%
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%
160812	5/1/2023	Northland	MONROE MI TAX	611101-MF-0	190,000.00		0.00	190,000.00	190,000	2.26%
130722	2/1/2021	Northland	MOUND MN TAXABLE	620S35-W4-2	95,000.00		0.00	95,000.00	95,000	2.00%
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%
100803D	2/1/2020	Northland	NEW PRAGUE BAB	648159-TZ-4	70,000.00		0.00	70,000.00	70,000	4.25%
141006	6/1/2020	Northland	NORTHEAST IOWA COMI	664214-JQ-7	320,000.00		0.00	320,000.00	320,000	1.90%
161003A	2/1/2018	Northland	OLIVIA MN TAX	681079-YD-5	45,000.00		0.00	45,000.00	45,000	2.00%
161003B	2/1/2019	Northland	OLIVIA MN TAX	681079-YE-3	95,000.00		0.00	95,000.00	95,000	2.00%
161003C	2/1/2020	Northland	OLIVIA MN TAX	681079-YF-0	100,000.00		0.00	100,000.00	100,000	2.00%
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 TAXAI	751622-HH-7	595,000.00		0.00	595,000.00	595,000	2.75%
130624B	2/1/2022	Northland	RAMSEY COUNTY TAXAI	751622-HG-9	285,000.00		0.00	285,000.00	285,000	2.50%
160420B	10/1/2018	Northland	SHEBOYGAN WIS TAX	82102R-BY-0	250,000.00		0.00	250,000.00	250,000	1.00%
150804	11/1/2018	Northland	SHEBYGAN WISCON REF	82102R-BM-6	800,000.00		0.00	800,000.00	800,000	1.25%
120308A	12/1/2020	Northland	SHOREWOOD WIS TAX	825230-KU-8	150,000.00		0.00	150,000.00	150,000	2.50%

2017 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2017	PURCH 2017	SOLD/ MATURE 2017	BV PRIN BAL 12/31/2017	PAR	YTM
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%
170215	5/1/2019	Northland	SPARTA WIS REFUNDINC	846748-HC-8		100,000.00	0.00	100,000.00	100,000	1.80%
120214B	4/1/2017	Northland	ST FRANCIS ISD#15	789466-PU-7	250,000.00		250,000.00	0.00	250,000	4.40%
161222	2/1/2019	Northland	ST. PAUL MN PORT AUTH	793028-WR-8	145,000.00		0.00	145,000.00	145,000	2.00%
110608	2/1/2019	Northland	WADENA MN BAB	930217-JD-7	95,000.00		0.00	95,000.00	95,000	3.94%
170620A	6/1/2019	Northland	WATERLOO IOWA TAXAI	941647-VS-5		210,000.00	0.00	210,000.00	210,000	1.55%
170620B	6/1/2020	Northland	WATERLOO IOWA TAXAI	941647-VT-3		210,000.00	0.00	210,000.00	210,000	1.75%
130624C	6/1/2018	Northland	WATERLOO IOWA TAXAI	941647-NZ-8	345,000.00		0.00	345,000.00	345,000	2.00%
170823B	10/1/2019	Northland	WESTERN LAKE SUPERIC	958522-XW-9		120,000.00	0.00	120,000.00	120,000	1.20%
150626C	10/1/2017	Northland	WESTERN LAKE SUPERIC	958522-WS-9	245,000.00		0.00	245,000.00	245,000	1.35%
120215C	10/1/2019	Northland	WESTERN LAKE SUPERIC	958522-WU-4	100,000.00		0.00	100,000.00	100,000	3.15%
110816B	10/1/2017	Northland	WESTIN LAKE SUPERIOR	958522-WS-9	350,000.00		0.00	350,000.00	350,000	2.50%
160728A	5/1/2020	Northland	WISCONSIN STATE TAX	97705M-DS-1	500,000.00		0.00	500,000.00	500,000	1.15%
141205A	9/1/2018	Northland	WYANDOTTE KANSAS SI	982696-QE-9	125,000.00		0.00	125,000.00	125,000	1.93%
			2015 Investment					16,595,000.00		
120817A	5/1/2018	UBS	NYC-TAXABLE	64971QTU7	500,000.00		0.00	500,000.00	500,000	1.60%
160224B	12/1/2019	UBS	MCLEAN COUNTY IL SCF	582018Ff5	450,000.00		0.00	450,000.00	450,000	2.00%
161208A	4/1/2023	UBS	NEW HOPE CULTURAL EI	64542WAY6	250,000.00		0.00	250,000.00	250,000	2.27%
161208B	11/1/2024	UBS	MICHIGAN FIN AUTH RE'	59447TJX2	250,000.00		0.00	250,000.00	250,000	2.51%
161216B	12/16/2022	UBS	CD-MERCANTIL COMM E	58733ADQ9	245,000.00		0.00	245,000.00	245,000	2.30%
161114A	7/1/2025	UBS	LEXINGTON FAYETTE AI	52909MCA0	300,000.00		0.00	300,000.00	300,000	2.75%
160927A	5/1/2021	UBS	YPSILANTI MI SCHOOL D	987864NY7	405,000.00		0.00	405,000.00	405,000.00	2.18%
160928	3/28/2025	UBS	FHLB	3130A9CN9	300,000.00		0.00	300,000.00	300,000.00	1.25%
160930E	9/30/2019	UBS	CD-JEFFERSON BANK & T	472376AA0	245,000.00		0.00	245,000.00	245,000.00	1.15%
160802	12/1/2027	UBS	TOOLE CITY UT TAX	89033RBU7	400,000.00		0.00	400,000.00	400,000	2.76%
160826D	8/24/2026	UBS	FHLB	3130A8Z63	300,000.00		0.00	300,000.00	300,000	1.25%
160830A	8/28/2026	UBS	FHLB	3130A8ZF3	300,000.00		0.00	300,000.00	300,000	1.50%
160830B	8/28/2023	UBS	FHLMC	3134GAAKO	300,000.00		0.00	300,000.00	300,000	1.25%
160830C	8/1/2022	UBS	NEW YORK CITY TAXAB	64966MED7	300,000.00		0.00	300,000.00	300,000	1.60%
160830D	8/24/2023	UBS	FNMA	3136G32Y0	250,000.00		0.00	250,000.00	250,000	1.13%
160705	11/1/2021	UBS	MICHIGAN STATE TAX	594612CX9	300,000.00		0.00	300,000.00	300,000	1.78%
160718	12/1/2021	UBS	LITTLE MIAMI OHIO SCH	537292KY9	345,000.00		0.00	345,000.00	345,000	1.76%
160726	7/26/2024	UBS	FHLMC	3134G9N78	500,000.00		0.00	500,000.00	500,000	1.25%
160727	5/1/2022	UBS	NORTH BRAND SCHOOL	657740F50	500,000.00		0.00	500,000.00	500,000	2.08%
160601	2/15/2022	UBS	MCALLEN TAX'	582018Ff5	200,000.00		0.00	200,000.00	200,000	1.75%
160613	12/1/2020	UBS	SCHILLER PARK TAX	8062721LM6	325,000.00		0.00	325,000.00	325,000	2.50%
160526	5/1/2020	UBS	MILAN MICH SCHOOL TA	598801JD1	500,000.00		0.00	500,000.00	500,000	1.51%
160412	5/1/2019	UBS	LINCOLN SD TAX	533883NG5	500,000.00		0.00	500,000.00	500,000	2.03%
160422	5/15/2021	UBS	UNIVERSITY OF CA TAX	91412GFS9	500,000.00		0.00	500,000.00	500,000	1.91%
160428	10/28/2022	UBS	FNMA	3136G3JS5	250,000.00		0.00	250,000.00	250,000	1.00%
161018	7/1/2024	UBS	SELMA ALA TAX	816459QV6	500,000.00		0.00	500,000.00	500,000	2.50%
161026	10/1/2024	UBS	HONOLULU TAX	4386705W7	300,000.00		0.00	300,000.00	300,000	2.37%
130611	5/21/2018	UBS	FNMA	3135GOXDO	750,000.00		0.00	750,000.00	750,000	1.29%
030630A	6/15/2018	UBS	FHR 2628 AB	31393VMQ1C	2,641.38		1,645.57	995.81	200,000	3.12%
030730A	8/25/2018	UBS	FNR 2003-74-KN	31393EAL3C	4,910.50		2,958.14	1,952.36	300,000.00	3.59%
030930A	9/15/2018	UBS	FHR 2677 KH	31394JTP2	56.81		56.88	-0.07	300,000	4.50%
121207	11/1/2018	UBS	NYC GEN TAX	64971QH55	500,000.00		0.00	500,000.00	500,000	1.28%
140710	7/10/2019	UBS	CD-AMERICAN EXPRESS	02587CAC4	240,000.00		0.00	240,000.00	240,000	1.95%
040730A	7/15/2019	UBS	FHR 2822 DB	31395C3S8	6,325.23		4,553.24	1,771.99	500,000	5.00%
130606B	11/1/2019	UBS	NYC GEN TAX	64971QH63	1,000,000.00		0.00	1,000,000.00	1,000,000	1.73%
150310	4/1/2020	UBS	MONTGOMERY ALA TAX	613035L69	400,000.00		0.00	400,000.00	400,000	2.15%
151207	12/1/2020	UBS	SACRAMENTO TAXABLE	786060BB8	300,000.00		0.00	300,000.00	300,000	3.00%
970625	2/25/2021	UBS	FNMA FNR-1991-7 H	31358FZW2	1,000.00		0.00	1,000.00	129,000	7.84%
970917B	9/15/2021	UBS	FHLMC REMIC SERIES FE	312904GT6C	357.00		226.42	130.58	255,714	7.21%
151119A	11/19/2021	UBS	FNMA	3136G2SA6	500,000.00		0.00	500,000.00	500,000	1.05%
151104	3/1/2022	UBS	NEW YORK TAXALBE	64966KQC0	500,000.00		0.00	500,000.00	500,000	2.26%
001127	7/25/2022	UBS	FNR G92-35	31358PHV2C	981.33		200.35	780.98	75,215	7.49%
021004	8/25/2022	UBS	FNR 1992-125L	31358PS40C	1,076.65		179.27	897.38	52,000	7.00%
020826	10/15/2022	UBS	FHR 1391D	312912LUO	957.62		254.55	703.07	59,990	6.00%
150812	6/1/2023	UBS	CHARLOTTE TAXABLE	161037L61	300,000.00		0.00	300,000.00	300,000	2.65%
010328	6/25/2023	UBS	FHG14A	312916PD5R	2,000.00		0.00	2,000.00	152,000	6.00%
151009	9/1/2024	UBS	NJ ENVIRONMENTAL INF	645791CAO	270,000.00		0.00	270,000.00	270,000	3.15%
151023	10/1/2024	UBS	MADISON TAXABLE	55844RKN3	640,000.00		0.00	640,000.00	640,000	2.39%
150311	3/11/2025	UBS	CD-HBSC BANK	40434ASB6	240,000.00		0.00	240,000.00	240,000	2.25%
								15,165,232.10		

2017 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN BAL 1/1/2017	PURCH 2017	SOLD/ MATURE 2017	BV PRIN BAL 12/31/2017	PAR	YTM
	TOTAL INVESTMENTS				57,425,022.30	17,915,000.00	15,016,220.50	60,323,801.80		
			Unamortized Premiums		1,454,478.04	468.50		1,454,946.54		
			Unamortized Discounts		(3,290,662.99)	(2,001.20)		(3,292,664.19)		
			BOW		4,039,093.60	27,687,679.94	27,224,598.46	4,502,175.08		
			Money Market Accounts		5,284,956.44	6,544,772.79	8,250,000.00	3,579,729.23		
			Net Cash and Investments		64,912,887.39	52,145,920.03	50,490,818.96	66,567,988.46		

CC Regular Session **4. 2.**

Meeting Date: 10/10/2017

By: Jo Thieling, Administrative Services

Information

Title

Approve the Following Meeting Minutes:

1. City Council Work Session dated 09/2617
2. City Council Regular dated 09/26/17

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 Work Session dated 09/26/17
2. City Council Regular dated 09/26/17

Attachments

CCWS Mts

CC Mts

Form Review

Form Started By: Jo Thieling Started On: 09/28/2017 02:23 PM

Final Approval Date: 09/28/2017

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, September 26, 2017, 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 Kristine Williams
Members Absent:	Councilmember Melody Shryock
EDA Members Present:	Chairperson Jim Steffen Member Brian Burandt Member Glen Hardin
Also Present:	City Administrator Kurtis Ulrich Ramsey Police Sergeant Tim Frankfurth Parks and Assistant Public Works Superintendent Mark Riverblood Public Works Superintendent Grant Riemer Human Resources Manager Colleen Lasher City Engineer Bruce Westby Asst. City Administrator/Economic Development Manager Patrick Brama

1. CALL TO ORDER

Mayor Strommen called the City Council Work Session to order at 5:38 p.m.

2. TOPICS FOR DISCUSSION

2.01: Joint EDA/City Council Discussion

Asst. City Administrator/Economic Development Manager Brama reviewed the staff report.

Chairperson Steffen asked for information on the traffic counts.

Asst. City Administrator/Economic Development Manager Brama provided additional details.

Mayor Strommen stated that the EDA Work Plan seems straight forward and asked if the group has additional questions on the background for the sale strategy.

Councilmember Riley stated that the EDA had momentum on the sale strategy but noted that there were a lot of changes occurring and therefore it was determined to place that item on hold. He asked for additional input from the group.

Mayor Strommen stated that there is a challenge in defining success for specific users. She stated that she tends to think of defining success as the outcomes and not specific users. She agreed that it would be helpful to have input on the eventual outcome to help shape the strategy to reach that outcome.

Councilmember LeTourneau asked if the Master Plan for The COR would provide the necessary guidance and mix of users. He was unsure if the strategy should be about changing that and believed that the City should hold true to the plan and instead focus on discussion of the market and what is driving the market.

Mayor Strommen stated that she would agree but stated that clearly something is being lost in translation as residents are defining success by bringing specific retail/restaurant users into Ramsey.

Councilmember LeTourneau stated that the City does have the guidance in the plan and believes that the City needs to have the courage to stay the course.

Councilmember Riley stated that the City has had two strategies to try to reach that outcome but perhaps those are not the best methods to reach that outcome. He stated that there is question as to whether that final picture is still the same. He stated that the City has tried to be the developer in planning for specific parcels, but that did not work and he does not prefer that option. He stated that there was discussion in attempting to find someone that would take the vision of the City and make that happen but then things were picking up in terms of development and therefore that idea was paused.

Councilmember Kuzma stated that the EDA interviewed three developers and noted that he would like to hear how that went. He stated that he has not been impressed with the performance of CBRE.

Member Hardin stated that the EDA was not necessarily recommending CBRE and did not necessarily want to just stop investigating the new strategy. He explained that the EDA was being told that now is not the time to initiate that strategy. He stated that the only option at that time was to wait six to 12 months to see what happens, as there is a lot of development within The COR right now.

Mayor Strommen asked if there were any benchmarks provided on when it would be time to re-evaluate and whether that would be linked to rooftops and traffic counts.

Chairperson Steffen stated that there would only be two other strategies, bringing in a developer to buy the land but no one was interested in doing that unless there is a tenant to build for. He stated that the other option would be to pay a consultant to develop a new plan or switch brokers,

and there was not an appetite for those choices either so the EDA decided to stay the current course and re-evaluate.

Mayor Strommen asked if there is an appetite from developers to purchase land to develop.

Councilmember Williams stated that in the market right now, developers are not buying on speculation. She stated that multi-family housing is a hot market right, with demand and incentives available. She stated that is the market that is doing well and the retail market is not doing well right now across the metro area. She stated that retail is fickle and there are higher ups and lower lows and this is a low point in that market. She stated that it would take one retailer coming to Ramsey to bring in interest from other retailers that use the same checklist and market to the same type of customers. She explained that it would then be hard for developers to build with the expectation that retailers would want to come to Ramsey because of the different checklists that each retailer has. She stated that CBRE has a relationship with certain retailers and developers and stated that if the City changed brokers they would gain a different network that the brokers market to. She stated that CBRE is one of the largest raw land developers in the state. She stated that if the City is looking to market to certain types of businesses, then it may be helpful to find a different broker that has contacts within that business community. She explained that there is not an easy clear answer.

Councilmember Riley stated that never once has someone said that they want more apartments in The COR, as the comments are always regarding retail and restaurants. He stated that is what residents were sold on the idea for The COR. He recognized that housing was part of the plan and is an element of the plan but believed that there should be focus on what the residents want.

Mayor Strommen stated that it appears that the recommendation of the EDA is to hold on the current course and focus on marketing to retail and restaurants within the part of the strategy that the City controls. She stated that the City cannot control whether a developer wants to buy land.

Chairperson Steffen stated that the City could give the land away and that still would most likely not bring in a user like Chipotle.

Mayor Strommen stated that if that is the focus she is curious on the comment from Councilmember Williams regarding brokers. She stated that if the focus is going to shift from one thing to another, when would the City consider switching brokers.

Councilmember Williams stated that any broker can access the land for sale within Ramsey. She stated that if there continues to be requests for multi-family homes, the City could talk with other retail focused brokers to determine if those brokers think that they could bring that element to Ramsey. She stated that perhaps the EDA could speak with brokers rather than developers to find out more information and if there would be more opportunity to bring in retail and restaurant users.

Mayor Strommen stated that she is hearing that there is no reason to switch brokers immediately but perhaps research retailers the City would like to attract and determine which brokers those retailers use to determine if Ramsey would be a good fit.

Chairperson Steffen stated that those retail brokers could bring their clients to Ramsey now and would not have to be the broker for Ramsey. He stated that brokers for retailers should be aware of available listings whether or not they hold those listings.

Councilmember Riley agreed that brokers representing those retailers are aware of the City but explained that real estate is about relationships and therefore there can be benefit from using a specific broker.

Councilmember LeTourneau stated that perhaps when staff is reviewing the work CBRE is doing are they reviewing the amount of work that is being focused on retail. He suggested that perhaps CBRE is directed to focus on building retail relationships and could include the City in those conversations so that staff can also hear that input.

Asst. City Administrator/Economic Development Manager Brama stated that he connects with CBRE on a weekly, or almost daily basis, with the direction that there is a high demand for retail and restaurant users. He stated that one thing that is hard to measure about relationships is that someone can say that a conversation was had on a spreadsheet but it can be difficult to measure the tone, duration, and the direction of those conversations and therefore there has to be an element of trust. He stated that any time he has the opportunity to meet with a retail developer, he is doing that directly, outside of CBRE in attempt to build additional relationships.

Councilmember LeTourneau stated that he is unsure that the City would be able to learn anything different until something changes in the market. He stated that changing brokers would not necessarily change the interest the City is seeing.

Councilmember Williams stated that she disagrees as it helps to have someone that is excited about the location and the City and is able to market that direction. She stated that it is difficult to believe that the current broker has that level of enthusiasm for Ramsey when they represent communities across the metro including Elk River and Anoka. She used the example of development that occurred because of a passionate developer that connected with a passionate broker. She stated that they were able to work together to sell that location and build a development from the ground up. She stated that she believed that element is missing with the current broker.

Mayor Strommen stated that she would agree with exploring other brokerage options to determine what those options may be.

Councilmember LeTourneau agreed that the City is in search of that passionate broker and would support those type of inquiries being made.

Member Burandt asked if that needle in the haystack actually exists; a broker with that passion that does not have conflicts of interest with neighboring cities that also have sufficient contacts.

Councilmember Williams believed that would exist. She felt that perhaps the group did a disservice in the way the interview process occurred noting that instead of asking what could be

great, they had asked about the hurdles the City may have and therefore in a way set that up for failure.

Chairperson Steffen stated that the City just needs one catalyst to spark the interest of other retailers and restaurants.

Mayor Strommen stated that there seems to be consensus with a factfinding mission regarding other retail focused brokers.

Councilmember LeTourneau stated that price needs to be talked about, noting that if you are going to stimulate a market there may need to be subsidies. He stated that would be one element that the City could control. He stated that destination users should also be a focus as that would drive traffic counts.

Councilmember Williams stated that she liked the manner in which the Platinum Properties agreement was setup with incentives for reaching the goals the community wants, even though that deal did not move forward. She stated that dropping the price of land is not always the answer.

Mayor Strommen stated that in that case the City did not use penalties but offered incentives for building out within a shorter timeline. She stated that perhaps that type of incentive would help the City to yield the desired result.

Councilmember LeTourneau agreed that it would be helpful to be dynamic and not so rigid in order to consider options that come forward and opportunities that could arise.

Mayor Strommen noted that this has been a thoughtful discussion and thanked the EDA for their time tonight.

2.02: Discussion Regarding an Amendment to the City's Personnel Policy

Human Resources Manager Lasher reviewed the staff report.

Councilmember Kuzma used the example of a Councilmember that is on the program and then is no longer on the Council. He asked if that Councilmember would be eligible for Cobra.

Human Resources Manager Lasher confirmed that the Councilmember would be eligible for Cobra for up to 18 months. She continued to review the staff report.

Councilmember Kuzma asked the direction requested of the Council tonight.

Human Resources Manager Lasher stated that she would simply want the consensus of the Council and the item could then appear on the Consent Agenda for the next meeting.

The consensus of the Council was to direct staff to move forward with the amendment of the personnel policy as presented.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

City Administrator Ulrich stated that the City had a ratings boost for the insurance ratings of the Fire Department which should benefit the rates of homeowner's insurance for residents.

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 6:47 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.

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CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, September 26, 2017, 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 Kristine Williams

Members Absent: Councilmember Melody Shryock

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Ramsey Police Sergeant Tim Frankfurth
Parks and Assistant Public Works Superintendent Mark Riverblood
Public Works Superintendent Grant Riemer
City Engineer Bruce Westby
Human Resources Manager Colleen Lasher
Asst. City Administrator/Economic Development Manager Patrick Brama
Public Information and Event Specialist Nichole Wenberg

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: Proclamation Declaring October 2017 as Domestic Violence Awareness Month

Mayor Strommen read aloud the proclamation declaring October as domestic violence awareness month and noted that that item will be formally adopted by the Council as part of the consent agenda at tonight's meeting. She noted that a copy of the proclamation will also be provided to Alexander House.

2.02: 2017 Happy Days Festival Recap Presentation

Public Information and Event Specialist Wenberg provided a recap of the City's Happy Days festival, which took place on Saturday September 9th. She highlighted the events which led up to

the festival including the Taste of Happy Days, a movie in the park at Elmcrest, a Dueling Pianos event at the Fountains, the 5k fun run event, the pancake breakfast, and bike tour. She stated that at the festival, visitors browsed through the vendor stalls, checked out the classic cars show and electric car showcase, watched the parade, enjoyed food and entertainment throughout the day, and fireworks to wrap up the event. She stated that the following Sunday, the second annual 9/11 memorial golf tournament was hosted at North Fork. She thanked those that donated their time and energy to make the event a continued success. She also thanked the generous sponsors, whose contributions help to make the event wonderful each year.

Mayor Strommen thanked the volunteers and sponsors along with the members of City staff that contribute a significant amount of time and energy into making the event a success.

3. CITIZEN INPUT

None.

4. CONSENT AGENDA

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

4.01: Receive August 2017 Financial Reports – General Fund and Enterprise Funds

4.02: Note the Following Boards and Commissions Meeting Minutes:
- Planning Commission Meeting Minutes dated July 6, 2017 and August 3, 2017
- Economic Development Authority Meeting Minutes dated July 13, 2017
- Environmental Policy Board Meeting Minutes dated July 17, 2017 and August 21, 2017

4.03: Approve the following Meeting Minutes:
1) City Council Work Session dated September 12, 2017
2) City Council Regular dated September 12, 2017

4.04: Approve Rental Licenses

4.05: Update on Alpine Park's Baseball Field Renovation, and Approve Adding Storage Shed to Scope of Work

4.06: Adopt Resolution #17-09-224 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of September 7, 2017 through September 20, 2017

4.07: Adopt Resolution #17-09-233 Authorizing the Abatement of PID #24-32-25-12-0022 for Payable Year 2017 and Levying the Correct PID Number of #34-32-25-12-0022 for Payable Year 2017

4.08: Adopt Resolution #17-09-239 Authorizing Partial Payment to Park Construction Company for IP #16-54 Mississippi River Trail Phase III

4.09: Adopt Resolution #17-09-240 Authorizing Partial Payment to North Valley, Inc. for IP #17-00, Sunwood Drive Reconstruction

4.10: Adopt Resolution #17-09-241 Authorizing Partial Payment to Metro Utilities for IP #17-09, Bunker Lake Blvd Utilities Extension

4.11: Adopt Resolution #17-09-242 Authorizing Final Payment to Douglas-Kerr Underground LLC for IP #16-00; Div. C Andrie Street and 164th Lane Reconstruction
4.12: Adopt Resolution #17-09-243 Authorizing Partial Payment to North Valley, Inc. for IP #17-01 Alpine Drive Reconstruction
4.13: Adopt Resolution #17-09-144 Approving Amendment to Development Agreement for Riverstone (Project No. 17-106); Case of Capstone Homes
4.14: Adopt Resolution #17-09-223 Approving a Grant Agreement Between the City and Metropolitan Council, a Sub-Grant Agreement Between the City and Development (AEON), and a Subordinate Agreement Between the City and Development (AEON) Regarding the Development Known as Greenway Terrace; Case of AEON; LLC Greenway Terrace Agreements (Project #16-84)
4.15: Adopt Resolution #17-09-222 Hiring a Lead Police Records Technician
4.16: Adopt Resolution #17-09-238 Accepting Cash Donations to be Applied Toward the Happy Days Festival Fund
4.17: Adopt Resolution #17-09-221 Proclaiming October 2017 Domestic Violence Awareness Month

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

5. APPROVE AGENDA

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

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

6. PUBLIC HEARING

6.01: Public Hearing to Consider Adoption of Resolution #17-09-234 Adopting Assessments for Past-Due Charges on Municipal Utility Bills and Current Services Rendered

Presentation

Finance Director Lund reviewed the staff report and recommendation to adopt Resolution #17-09-234 adopting assessments for past-due charges on municipal utility bills (which may include water, sewer, street lighting, recycling, storm water charges, and penalties incurred) and current services rendered.

Public Hearing

Mayor Strommen called the public hearing to order at 7:13 p.m.

Citizen Input

There was none.

Motion by Councilmember LeTourneau, seconded by Councilmember Williams, to close the public hearing.

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

The public hearing was closed at 7:13 p.m.

Council Business

Councilmember Kuzma referenced the top ten properties with amounts exceeding $1,000 and asked if those accounts would be turned over to collections.

Finance Director Lund explained that there is a delinquent letter that is sent out after quarterly billing. She stated that the City has the ability to certify these amounts to the property taxes, which is a guarantee rather than attempting to go through an alternative collection process.

Motion by Mayor Strommen, seconded by Councilmember LeTourneau, to Adopt Resolution #17-09-234 Adopting Assessment for Past-Due Charges on Municipal Utility Bills (Which may include water, sewer, street lighting, recycling, storm water charge and penalties incurred) and Current Services Rendered.

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

7. COUNCIL BUSINESS

7.01: Consider Adopting Resolution #17-09-235 Adopting Proposed 2018 Payable Tax Levies (General, EDA, and Debt Service) and Schedule Public Hearing for December 12, 2017

City Administrator Ulrich reviewed the staff report and the City's strategic initiatives.

Finance Director Lund provided a summary of the 2018 general fund budget and levy as well as the City's tax capacity rate, providing comparison information to the rates from 2017. She reviewed the four main elements that compose the proposed increase in the budget including personnel funding, debt service, revenue reduction, and contracted services. She reviewed the tax capacity rates of the City over the past 12 years. She provided similar comparison information for the City's levy and towards the tax rate of other municipalities in Anoka County. She provided information on the proposed property tax information for the median value home in Ramsey and the difference a property owner would see from 2017 to 2018.

Mayor Strommen briefly recessed the meeting at 7:33 p.m. because of technical difficulties.

Mayor Strommen reconvened the meeting at 7:39 p.m.

Mayor Strommen stated that they have become aware of technical difficulties with the live broadcast but the recording is working and therefore the meeting will be rebroadcast through the QCTV website.

Finance Director Lund provided a comparison of the general fund budget for the past few years and reviewed the funding of the general fund, noting that the majority of the budget is funded by property taxes. She reviewed the general fund expenditures and provided additional information on the 2018 EDA proposed budget and levy which is proposed to remain constant to the 2017 rates. She stated that the final budget and levy will be considered for adoption on December 12, 2017, but noted that changes can be made to the budget and levy until that time. She stated that the preliminary tax information for the School District will not be included on the mailers that residents will receive.

Mayor Strommen stated that the Council has meet in work session multiple times with extensive discussion and revision to reach this point.

Councilmember Riley stated that the budget proposed is an 8.54 percent increase and provided statistics on inflation for the nation and metro area as well as cost of living increases for other agencies. He stated that none of those statistics justify the 8.54 percent increase for the City. He reviewed some of the proposed increases from neighboring communities, which are half the rate Ramsey is proposing. He stated that based on that information he will not support an increase of this amount.

Councilmember LeTourneau thanked Councilmember Riley for sharing that information. He stated that this is a difficult decision and the Council has spent a number of hours to come to this point. He stated that the Council works with staff and the community at large throughout the year to come to a plan for moving forward and these numbers reflect the goals the community would like to accomplish. He explained that it may not be fair to compare the rates of the City to other cities because those communities have different needs and goals. He believed that this rate is reasonable for the activities that the City needs to accomplish.

Councilmember Kuzma stated that the City's Strategic Plan helps to drive these budget discussions. He noted that the need to update roads and infrastructure is a huge element. He explained that because the City did not choose to go with franchise fees, the road debt has to be bonded for and that puts pressure on the levy.

Mayor Strommen agreed that the road improvement costs put pressure on the levy. She stated that there was a time in the past when the roads were not included in the budget at all because they were not at the point where they needed repair. She stated that there has been discussion regarding franchise fees and the City instead chose a hybrid of bonding and assessment, which is ultimately funded through property taxes. She stated that in the past, there was no money in the budget for the roads. She stated that if a lower number is set, the City would need to look for a reduction in services, whether it would be roads that are not fixed or plowed. She stated that when comparing the rates of other cities, you would have to also consider if those cities have

franchise fees and the arrangement they have for fire and police services. She stated that the City is continuing to use the growth in the tax base to fund these obligations, which prior to the past few years have never been factored into the budget. She appreciated that the Council has been united in that commitment to finding a solution for the road improvements.

Motion by Councilmember LeTourneau, seconded by Councilmember Johns, to Adopt Resolution #17-09-235 Approving the Proposed 2017, Payable 2018 Tax Levy and Schedule Budget Public Meeting Date and to schedule budget/levy public meeting date on Tuesday, December 12, 2017 at 7:00 p.m.

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

7.02: Considering Adopting Resolution #17-09-236 Adopting Proposed 2018 General Fund Budget and Resolution #17-09-237 Adopting Proposed EDA Budget

Councilmember Kuzma stated that the Council has to set a preliminary number and the goal is to still slim down this figure before final adoption in December.

Motion by Councilmember LeTourneau, seconded by Councilmember Johns, to Adopt Resolution #17-09-236 Adopting the "Proposed" 2018 City of Ramsey General Fund Operating Budget and to Adopt Resolution #17-09-237 Adopting the "Proposed" 2018 City of Ramsey Economic Development Authority Fund Budget.

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

7.03: Consider Inland Group Purchase Agreement

Asst. City Administrator/Economic Development Manager Brama reviewed the staff report and recommendation to approve the Purchase Agreement with CAP Acquisitions LLC and to authorize the Bolton & Menk work order. He stated that the work order would keep the project moving forward and would give both parties a better idea of what costs should be expected, for a cost-share, for public infrastructure that will be needed as a result of this project.

Councilmember Riley stated that the EDA was supportive of this as this fits within the plans approved by the Planning Commission, noting that the EDA and City Council also reviewed a concept for this development. He stated that this is a market rate offer that would fit well into The COR.

Councilmember Kuzma stated that this is a great proposal that will fit well into The COR and will be a benefit for the aging population of Ramsey.

Motion by Councilmember Kuzma, seconded by Councilmember Riley, to approve the Purchase Agreement with CAP Acquisitions LLC for roughly 4.2 acres of City owned land and authorize the Bolton & Menk work order.

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

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich announced upcoming meetings and events.

Councilmember Williams stated that this will be her last meeting as a Councilmember as she is relocating to Canada for her employment. She thanked the Council and staff noting that she has enjoyed her time of service.

Mayor Strommen stated that this is a fantastic opportunity for Councilmember Williams and her family and wished her the best. She thanked Councilmember Williams for her contributions over the years and for being a friend in addition to a colleague. She presented Councilmember Williams with a plaque for her service on the Council, Happy Days Committee, Ramsey/Nowthen Joint Powers Fire Board, Anoka County Joint Powers Group, EDA, the Ramsey Town Center Steering Committee, and Anoka Hennepin School Board Committee.

9. ADJOURNMENT

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

Motion carried.

The regular meeting of the City Council adjourned at 8:09 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. 3.**

Meeting Date: 10/10/2017

By: Jo Thieling, Administrative Services

Information

Title

Approve Licenses

Purpose/Background:

Purpose: The purpose of this case is to approve license requests for 2017.

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

Form Started By: Jo Thieling Started On: 10/04/2017 04:09 PM

Final Approval Date: 10/04/2017

License Applications
10/10/2017

Temporary On-Sale Liquor	Church of St. Katharine Drexel	7101 – 143rd Ave NW Suite G	Ramsey, MN 55303	763-323-4424
*Transient Merchant	Filfillah Mediterranean Grill	4301 Central Ave NE 14911 Ramsey Blvd NW	Columbia Hts, MN 55421 Ramsey,, MN 55303	763-789-4493

*Food truck for a couple months in the parking lot of Ramsey Market – Background check was completed and approved on applicant. This license has been administratively approved. Staff is asking for Council ratification.

CC Regular Session **4. 4.**

Meeting Date: 10/10/2017

By: JoAnn Shaw, Community Development

Information

Title

Approve Rental Licenses

Purpose/Background:

Purpose: The purpose of this case is to approve rental license requests for 2017.

Background: Detached Single-Family Homes and Attached Single-Family Homes (townhomes, duplexes, etc.) are required to obtain a license (registration), but are not subject to inspections (unless the City has sufficient evidence of a violation of City Code).

Multi-Family Units (apartments, condos, etc.) will continue to be subject to the license and inspection program as required today, but the inspection frequency will be reduced.

New license application requests are attached for Council approval.

Recommendation:

Staff recommends approval of license applications.

Action:

Motion to approve rental license applications.

Attachments

Rental Licenses

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 07:40 AM
Form Started By: JoAnn Shaw		Started On: 10/02/2017 11:51 AM
Final Approval Date: 10/05/2017		

Report Name: Rental License - License Types
Council Dates: 10/10/2017 to 10/10/2017
Status: Active, Inactive
License Type(s): Rental, Rental-Type I-3 Year, Rental-Type II-2 Year, Rental-Type III-1 Year, Rental-Type IV-6 Months, Rental-Type IV-Pending

City of Ramsey
Rental License - License Types

Company	Location	Complex	Exp. Date	Council Date	Statu
Rental					
Karen Kozer	7072 139th Ave NW		10/10/2020	10/10/2017	A
Bruce and Suzanne Lawson	6918 139th La NW #4		10/10/2020	10/10/2017	A
Nocholas Olson	5425 144th Way NW #22		10/10/2020	10/10/2017	A
R. Ben Lapinski	6066 146th Ave NW		10/10/2020	10/10/2017	A
Skew Properties, Inc.	5635 154th Ct NW		10/10/2020	10/10/2017	A
Skew Properties, Inc.	5695 154th Ct NW		10/10/2020	10/10/2017	A
Skew Properties, Inc.	5617 154th La NW		10/10/2020	10/10/2017	A
Charlene Swanson	5621 154th La NW		10/10/2020	10/10/2017	A
Charlene Swanson	5657 154th La NW		10/10/2020	10/10/2017	A
Skew Properties, Inc.	5698 154th Xing NW		10/10/2020	10/10/2017	A
B & L Housing Solutions, LLC	7364 Bunker Lake Blvd NW		10/10/2020	10/10/2017	A
Steve Wald	15420 Eland St NW		10/10/2020	10/10/2017	A
Nyja Staes	13911 Garnet Ter NW		10/10/2020	10/10/2017	A
Julie & Jeff Harms	13865 Hematite St NW		10/10/2020	10/10/2017	A
Heidi Rasmussen	15354 Iodine St NW		10/10/2020	10/10/2017	A
Skew Properties, Inc.	15368 Iodine St NW		10/10/2020	10/10/2017	A
Connie Larson	14823 Olivine St NW		10/10/2020	10/10/2017	A
Connie Larson	14829 Olivine St NW		10/10/2020	10/10/2017	A
B & L Housing Solutions, LLC	14657 Quartz Ter NW		10/10/2020	10/10/2017	A
Amy Knode	15420 Sodium St NW		10/10/2020	10/10/2017	A
Chad and Jill Knudson	15521 Sodium Way NW		10/10/2020	10/10/2017	A

Rental License Count: 21

Total Licenses: 21

CC Regular Session **4. 5.**

Meeting Date: 10/10/2017

Submitted For: Jo Thieling, Administrative Services

By: Jo Thieling, Administrative Services

Information

Title

Approve Request to Declare Surplus Property

Purpose/Background:

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

- 2003 Chevrolet Silverado 1500 - VIN #1GCEK19T83Z297750 - 103,171 Miles

This vehicle was handed down to the Public Works Department from the Engineering Department some time ago and has been used as an extra vehicle for the seasonals. It has some mechanical issues now and staff is requesting Council declare it surplus. There will be no need for a replacement.

Recommendation:

Staff recommends Council declare the above named item as surplus and authorize sale/auction of same.

Action:

Motion to declare the following items as surplus and authorize sale/auction of same:

2003 Chevrolet Silverado 1500 - VIN #1GCEK19T83Z297750 - 103,171 Miles

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 07:38 AM
Form Started By: Jo Thieling		Started On: 09/27/2017 11:54 AM
Final Approval Date: 10/05/2017		

CC Regular Session **4. 6.**

Meeting Date: 10/10/2017

By: Jackie Lipski, Finance

Information

Title

Adopt Resolution #17-10-250 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of September 21, 2017 through October 4, 2017

Action:

Motion to Adopt Resolution #17-10-250 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of September 21, 2017 through October 4, 2017.

Attachments

Bills List 10/10/2017

Resolution 10/10/2017

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	10/04/2017 11:24 AM
Kurt Ulrich	Kurt Ulrich	10/05/2017 07:42 AM
Form Started By: Jackie Lipski		Started On: 10/04/2017 11:04 AM
Final Approval Date: 10/05/2017		

CITY OF RAMSEY - FINANCE OFFICE Printed 10/4/2017

RAMSEY CITY COUNCIL MEETING

10/10/2017

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 9/21/17-10/4/17	202,442.41
Accounts Payable 9/21/17-10/4/17	204,918.86
Payroll 9/22/17	168,200.45
Debt Service	6,307.50

TOTAL SUBMITTED FOR APPROVAL THIS MEETING **$ 581,869.22**

	APPROVED PREV. MTG	2017 Y.T.D.
DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:		
NET PAYROLL TOTAL	$ 145,740.45	$ 2,915,208.48
- CORRECTION TO PAYROLL		
PREPAIDS	339,092.11	5,773,432.47
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE		1,148,423.76
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	166,935.33	4,334,046.66
ADD (DELETE) BILLS LIST SUBMITTED PAY ESTIMATE(S)	941,267.77	1,838,176.35
- CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	**$ 1,593,035.66**	**$ 16,009,287.72**

CITY OF RAMSEY

Council Check Register by GL

Council Check Register and Summary

9/21/2017 – 12/31/2017

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv.No	Account No	Subledger	Account Description
103880	9/21/2017		111377 ANOKA MUNICIPAL UTILITY						
		121.92	CTY RD 116/HWY 47 SIGNAL		88374	22-613120-01 AUG 17	0260.6371		ELECTRIC UTILITIES
		37.07	BUNKER LK BLVD/DYPROSIUM SGL		88375	22-612000-01 AUG 17	0260.6371		ELECTRIC UTILITIES
		42.88	14034 DYSPROSIUM ST LT		88376	22-610280-00 AUG 17	9603.6371		ELECTRIC UTILITIES
		201.87							
103881	9/21/2017		112193 BULEY, PAMELA						
		117.58	STAMPS/5K SNACKS PRIZES		88377	09122017	0296.6249		MISCELLANEOUS OPERA
		117.58							
103882	9/21/2017		110734 CITY OF RAMSEY						
		52.60	ACCT# 44663483		88378	09212017	9601.4651		WATER REVENUE
		52.60							
103883	9/21/2017		100117 CONNEXUS ENERGY						
		4,485.00	NEW RTC 10TH ST LIGHTING		88379	SORD000W1703011	9603.1730		IMPROVEMENTS OTHER
		4,485.00							
103884	9/21/2017		108702 D.R. HORTON						
		1,500.00	ERO ESC 14630 PERIDOT ST NW		88381	09212017	9804.6433	00115621	REFUNDS
		1,500.00	ERO ESC 14618 PERIDOT ST NW		88382	09212017A	9804.6433	00115620	REFUNDS
		3,000.00							
103885	9/21/2017		106583 DELTA DENTAL PLAN OF MINNESOTA						
		2,456.95	OCTOBER 2017 DENTAL INS		88380	7038432	9101.2170		DENTAL/DISABILITY/LIFE
		2,456.95							
103886	9/21/2017		115940 FINSTAD, LYNELL						
		50.00	2017 HAPPY DAYS EXPO REIMB		88383	09182017	0296.4609		OTHER MISCELLANEOUS
		50.00							
103887	9/21/2017		115939 FORSLUND, LISA						
		155.00	DMG/KEY DEP REF ELMCREST 9/16		88384	09192017	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
103888	9/21/2017		115574 HEALTHPARTNERS						
		37,252.00	OCTOBER 2017 MEDICAL INS		88385	75405742	9101.2176		LIFE/HEALTH-EMPLOYEE
		37,252.00							
103889	9/21/2017		115328 LENNAR						
		1,500.00	ERO ESC 16071 SAPPHIRE ST NW		88395	09212017	9804.6433	00115748	REFUNDS
		1,500.00							
103890	9/21/2017		115947 NORGAARD HOMES, INC						
		1,500.00	ERO ESC 16015 IODINE ST NW		88386	09212017	9804.6433	00115757	REFUNDS
		1,500.00							
103891	9/21/2017		107244 NORTHLAND TRUST SERVICES INC						
		6,307.50	DEBT SERVICE SERIES 2009A		88387	08012017	9344.6611		BOND INTEREST
		6,307.50							
103892	9/21/2017		112959 PREMIUM WATERS INC						
		50.73	FD WATER		88388	621331-08-17	0220.6489		OTHER CONTRACTED SE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
									Continued.
103892	9/21/2017		112959 PREMIUM WATERS INC						
		72.38	FD WATER		88389	621332-08-17	0220.6489		OTHER CONTRACTED SE
		123.11							
103893	9/21/2017		115937 SUMNER, TAMELA						
		155.00	DMG/KEY DEP REF CENTRAL PARK		88390	09192017	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
103894	9/21/2017		113671 TROMBLEY, JAMES AND LINDSEY						
		1,500.00	ERO ESC 15558 SUNFISH LK BLVD		88391	09212017	9804.6433	00115780	REFUNDS
		1,500.00							
103895	9/21/2017		115938 URSA MAJOR ATHLETICS LLC						
		150.00	DMG/KEY DEP REF CENTRAL PARK		88392	09192017	9804.1160		KEY & DAMAGE DEPOSIT
		150.00							
103896	9/21/2017		100510 VERIZON WIRELESS						
		695.70	AUGUST 2017 SERVICE		88393	9791967206	0211.6415		OTHER EQUIPMENT REN
		102.78	AUGUST 2017 SERVICE		88393	9791967206	0280.6415		OTHER EQUIPMENT REN
		798.48							
103897	9/21/2017		115929 ZIEGLER CUSTOM HOMES INC						
		1,500.00	ERO ESC 4760 JUNIPER RIDGE CIR		88394	09212017	9804.6433	00115462	REFUNDS
		1,500.00							
103898	9/22/2017		100257 LAW ENFORCEMENT LABOR SRV INC						
		514.50			88111	0907171014392	9101.2177		UNION DUES
		465.50			88366	0920171414212	9101.2177		UNION DUES
		980.00							
103899	9/22/2017		100298 MN AFSCME COUNCIL 5						
		797.45			88112	0907171014393	9101.2177		UNION DUES
		797.45			88367	0920171414213	9101.2177		UNION DUES
		1,594.90							
103986	9/28/2017		113812 CITY OF BROOKLYN CENTER						
		80.00	TECH DAY REG- FREDRICKSON		88452	092617	0192.6335		TRAINING
		80.00							
103987	9/28/2017		110734 CITY OF RAMSEY						
		101.09	ACCT# 720751		88453	092817	9601.4651		WATER REVENUE
		170.00	ACCT# 118718918		88453	092817	9601.4651		WATER REVENUE
		271.09							
103988	9/28/2017		100125 COUNTRYSIDE PRINTING INC						
		4,620.00	RAMSEY RESIDENT SEPT/OCT		88454	34844	0195.6352		GENERAL NOTICE & PUB
		4,620.00							
103989	9/28/2017		107603 DAHLBERG, NICHOLAS						
		9.91	LUNCH- DAHLBERG SEARCH WARRANT		88455	091317	0211.6331		TRAVEL & LODGING
		9.91							
103990	9/28/2017		115954 FRITCH ENTERPRISES INC						
		100.00	DMG DEP REF DRAW RENTAL 9/22		88456	092717	9804.1160		KEY & DAMAGE DEPOSIT
		100.00							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
103991	9/28/2017		104021 HASSELL, CHERYL						Continued.
		8.11	LUNCH- HASSEL SEARCH WARRANT		88457	091917	0211.6331		TRAVEL & LODGING
		8.11							
103992	9/28/2017		112475 INNOVATIVE OFFICE SOLUTIONS						
		1.65	LETTER SEALER BOTTLE		88458	IN1670225	0130.6208		MISCELLANEOUS OFFICI
		74.25	FILE FOLDERS/PENS/PENCILS		88459	IN1684112	0211.6208		MISCELLANEOUS OFFICI
		75.90							
103993	9/28/2017		106555 MINNEAPOLIS, CITY OF						
		104.40	APS TRANSCATIONS JUNE 2017		88460	400451001322	0211.6489		OTHER CONTRACTED SE
		104.40							
103994	9/28/2017		107978 PREMIER COMMERCIAL PROPERTIES INC						
		200.00	HWY 10 MANAGMENT SEPT 2017		88461	5494	9410.6315	00041001	MISCELLANEOUS PROFE
		200.00	HWY 10 MANAGMENT SEPT 2017		88461	5494	9410.6315	00041012	MISCELLANEOUS PROFE
		200.00	HWY 10 MANAGMENT SEPT 2017		88461	5494	9410.6315	00041014	MISCELLANEOUS PROFE
		200.00	HWY 10 MANAGMENT SEPT 2017		88461	5494	9410.6315	00041007	MISCELLANEOUS PROFE
		800.00							
103995	9/28/2017		103119 ROSSUM, BEN						
		20.00	LUNCH- ROSSUM/DAHLBERG		88462	091917	0211.6331		TRAVEL & LODGING
		9.91	LUNCH- ROSSUM SEARCH WARRANT		88463	091917A	0211.6331		TRAVEL & LODGING
		29.91							
103996	9/28/2017		101103 SPRINT						
		53.82	AUG/SEPT 2017 BILLING		88464	570683319-190	0130.6323		CELLULAR PHONES
		107.64	AUG/SEPT 2017 BILLING		88464	570683319-190	0191.6323		CELLULAR PHONES
		53.82	AUG/SEPT 2017 BILLING		88464	570683319-190	0240.6323		CELLULAR PHONES
		498.26	AUG/SEPT 2017 BILLING		88464	570683319-190	0211.6323		CELLULAR PHONES
		117.85	AUG/SEPT 2017 BILLING		88464	570683319-190	0194.6323		CELLULAR PHONES
		256.88	AUG/SEPT 2017 BILLING		88464	570683319-190	0311.6323		CELLULAR PHONES
		310.78	AUG/SEPT 2017 BILLING		88464	570683319-190	0452.6323		CELLULAR PHONES
		247.58	AUG/SEPT 2017 BILLING		88464	570683319-190	0301.6323		CELLULAR PHONES
		163.79	AUG/SEPT 2017 BILLING		88464	570683319-190	0220.6323		CELLULAR PHONES
		107.71	AUG/SEPT 2017 BILLING		88464	570683319-190	0192.6321		TELEPHONE
		231.75	AUG/SEPT 2017 BILLING		88464	570683319-190	9601.6323		CELLULAR PHONES
		2,149.88							
103997	9/28/2017		100683 STOLP, NICHOLAS						
		105.82	HOTEL KUCALA BACKGROUND		88465	092717	0211.6331		TRAVEL & LODGING
		105.82							
103998	9/28/2017		106729 STROMMEN, SARAH						
		590.68	MRCTI MEETING HOTEL/TAXI/PARKI		88466	092717	0111.6331		TRAVEL & LODGING
		590.68							
103999	9/28/2017		105706 TINKLENBERG GROUP INC						
		3,300.00	RETAINER AGREE (4 OF 12) OCT17		88467	2038	9400.6315		MISCELLANEOUS PROFE
		3,300.00							
104000	9/28/2017		109912 ULRICH, KURTIS G.						
		55.00	ICMA ANNUAL CONF MEAL		88468	092117	0130.6249		MISCELLANEOUS OPERA
		55.00							
98092217	9/22/2017		115568 ALERUS FINANCIAL NA						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
98092217	9/22/2017		115568 ALERUS FINANCIAL NA						Continued.
		741.00			88365	09201714142114	9101.2176		LIFE/HEALTH-EMPLOYEE
		741.00							
99092217	9/22/2017		107962 TOTAL ADMINISTRATIVE SERVICE CORP						
		3,096.56			88361	09201714142110	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,096.56							
99297152	9/22/2017		100601 MN DEPT OF REV WH						
		311.50			88303	091917948081	9101.2172		STATE WITHHOLDING
		83.00			88309	0919171407223	9101.2172		STATE WITHHOLDING
		10,774.00			88370	0920171414216	9101.2172		STATE WITHHOLDING
		11,168.50							
99434387	9/22/2017		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		50.00			88307	0919171407221	9101.2174		PERA-EMPLOYEE
		50.00			88308	0919171407222	9101.2183		PERA-EMPLOYER
		18,413.67			88368	0920171414214	9101.2174		PERA-EMPLOYEE
		24,552.20			88369	0920171414215	9101.2183		PERA-EMPLOYER
		43,065.87							
99475410	9/22/2017		100223 ICMA RETIREMENT TRUST 457						
		1,895.33			88360	0920171414211	9101.2175		DEFERRED COMPENSAT
		1,895.33							
99724917	9/22/2017		114486 SUN LIFE ASSURANCE COMPANY OF CANADA						
		857.67			88107	09071710143911	9101.2176		LIFE/HEALTH-EMPLOYEE
		857.58			88362	09201714142111	9101.2176		LIFE/HEALTH-EMPLOYEE
		21.40	COBRA LIFE		88362	09201714142111	9101.2176		LIFE/HEALTH-EMPLOYEE
		566.30	LTD-Other		88362	09201714142111	9101.2170		DENTAL/DISABILITY/LIFE
		257.42	LTD-Other		88362	09201714142111	9101.2170		DENTAL/DISABILITY/LIFE
		2,560.37							
99775975	9/22/2017		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		6,920.00			88363	09201714142112	9101.2175		DEFERRED COMPENSAT
		6,920.00							
99786311	9/22/2017		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		1,372.55			88364	09201714142113	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,372.55							
99979581	9/22/2017		101306 IRS						
		320.04			88304	091917948082	9101.2171		FEDERAL WITHHOLDING
		1,435.35			88305	091917948083	9101.2173		FICA & MEDICARE-EMPL
		1,435.35			88306	091917948084	9101.2182		FICA & MEDICARE-EMPL
		389.37			88310	0919171407224	9101.2171		FEDERAL WITHHOLDING
		310.32			88311	0919171407225	9101.2173		FICA & MEDICARE-EMPL
		310.32			88312	0919171407226	9101.2182		FICA & MEDICARE-EMPL
		27,169.87			88371	0920171414217	9101.2171		FEDERAL WITHHOLDING
		12,035.46			88372	0920171414218	9101.2173		FICA & MEDICARE-EMPL
		12,035.46			88373	0920171414219	9101.2182		FICA & MEDICARE-EMPL
		55,441.54							
		202,442.41	Grand Total						

Payment Instrument Totals

Checks	76,180.69

CITY OF RAMSEY

Council Check Register by GL

Council Check Register and Summary

9/21/2017 -- 12/31/2017

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		202,442.41	Grand Total						

Payment Instrument Totals

Checks	76,180.69
EFT Payments	126,261.72
Total Payments	202,442.41

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
Version	LOGIS004V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
115955	AIM FIRE AND SAFETY INC	EXT SERVICE 6701 HWY 10	PV	88481	001	09410	9/26/2017	22140	49.00
	AIM FIRE AND SAFETY INC					Summary Total			49.00
	4762 PARTRIDGE COURT NE	EXT SERVICE 6745 HWY 10	PV	88482	001	09410	9/26/2017	22142	108.50
	PRIOR LAKE MN 55372					Summary Total			108.50
						Payment Amount			157.50
100017	AIRGAS USA, LLC	MISC GAS	PV	88408	001	09101	9/15/2017	9067692667	17.90
	AIRGAS USA LLC					Summary Total			17.90
	P O BOX 802576								
	CHICAGO IL 60680-2576					Payment Amount			17.90
106641	AMERICAN PRESSURE INC	HIGH LIMIT SWITCH-SHOP EQUIP	PV	88409	001	09101	9/21/2017	97717	40.95
	AMERICAN PRESSURE INC					Summary Total			40.95
	3810 W BROADWAY	PARTS FOR PRESSURE WASHER	PV	88483	001	09101	9/28/2017	97855	56.45
	ROBBINSDALE MN 55422					Summary Total			56.45
						Payment Amount			97.40
102953	AMERIGAS OF ANOKA	100LB CYLINDER VAPOR	PV	88410	001	09101	9/22/2017	621399739	91.28
	AMERIGAS OF ANOKA					Summary Total			91.28
	P O BOX 371473								
	PITTSBURGH PA 15250-7473					Payment Amount			91.28
100026	ANDERSON IRRIGATION	SNOW REMOVAL RAMSEY PARKS	PV	88469	001	09101	9/25/2017	07-7278	10,004.15
	ANDERSON IRRIGATION					Summary Total			10,004.15
	3200 MAIN STREET NE SUITE 240								
	MINNEAPOLIS MN 55448					Payment Amount			10,004.15
100063	ASPEN MILLS	BODY ARMOR BLUML	PV	88411	001	09290	9/6/2017	203522	1,198.90
	ASPEN MILLS					Summary Total			1,198.90
	8201 C CENTRAL AVE NE	PANT/SHIRTS- KATERS	PV	88412	001	09101	9/13/2017	203854	203.80
	SPRING LAKE PARK MN 55432					Summary Total			203.80

Bank Account	00002224 CASH IN BANK
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Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		CITIZENS ACADEMY POLO SHIRTS	PV	88413	001	09101	9/13/2017	203853	618.56
				Summary Total					618.56
		POLO/TIE CLIP/NAME TAG ROSSUM	PV	88414	001	09101	9/13/2017	203852	67.80
				Summary Total					67.80
		POLO SHIRT STOLP	PV	88415	001	09101	9/13/2017	203851	66.80
				Summary Total					66.80
		SHIRT/COLLAR BRASS SCHANTZEN	PV	88416	001	09101	9/6/2017	203523	64.30
				Summary Total					64.30
				Payment Amount					2,220.16
106346	BAUER BUILT INCORPORATED BAUER BUILT INCORPORATED 8270 W 35W SERVICE DR BLAINE MN 55449	PLOW TRK #662 SERVICE	PV	88417	001	09101	9/26/2017	940046881	3,259.48
		PLOW TRK #662 SERVICE	PV	88417	002	09101	9/26/2017	940046881	396.00
				Summary Total					3,655.48
				Payment Amount					3,655.48
104915	BLUE LINE COLLISION CENTER BLUE LINE COLLISION CENTER 6260 HIGHWAY 10 ANOKA MN 55303	AUTO BODY REPAIR UNIT #675	PV	88402	001	09101	9/18/2017	18156	1,639.79
		AUTO BODY REPAIR UNIT #675	PV	88402	002	09101	9/18/2017	18156	1,209.60
		AUTO BODY REPAIR UNIT #675	PV	88402	003	09101	9/18/2017	18156	8.50
				Summary Total					2,857.89
		AUTO BODY REPAIR UNIT #675	PV	88403	001	09101	9/18/2017	18155	129.62
		AUTO BODY REPAIR UNIT #675	PV	88403	002	09101	9/18/2017	18155	3.50
		AUTO BODY REPAIR UNIT #675	PV	88403	003	09101	9/18/2017	18155	89.60
				Summary Total					222.72
				Payment Amount					3,080.61
100086	BLUE VELVET INC BLUE VELVET INC 14101 ST FRANCIS BLVD	FIRE-OCT 17 UNLIMITED WASHES	PV	88486	001	09101	10/2/2017	100217	119.80
				Summary Total					119.80

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	RAMSEY MN 55303								
				Payment Amount					119.80
100647	BOLTON AND MENK INC	MISS RIVER TRL PH 3	PV	88487	001	09805	9/21/2017	0208350	1,008.00
				Summary Total					1,008.00
	BOLTON AND MENK INC	RAMSEY/BUNKER/PUMA IMPROV	PV	88488	001	09437	9/21/2017	0208363	22,373.50
	1960 PREMIER DRIVE			Summary Total					22,373.50
	MANKATO MN 56001-5900	RAMSEY/MISS SKYWAY FINAL	PV	88489	001	09101	9/22/2017	0208365	38,579.50
				Summary Total					38,579.50
		RAMSEY/RIVERDALE EXT	PV	88490	001	09402	9/21/2017	0208360	3,840.00
				Summary Total					3,840.00
				Payment Amount					65,801.00
100619	BRAUN INTERTEC CORPORATION	GEO EVAL FORD BROOK ESTATES	PV	88418	001	09435	9/1/2017	B103070	2,012.50
				Summary Total					2,012.50
	BRAUN INTERTEC CORPORATION	GPR & ANALYSIS VARIOUS STREETS	PV	88419	001	09435	9/1/2017	B103076	11,186.75
	NW 7644 PO BOX 1450			Summary Total					11,186.75
	MINNEAPOLIS MN 55485-7644			Payment Amount					13,199.25
100116	CONNEXUS ENERGY	STREET LIGHTS	PV	88480	001	09603	9/22/2017	759126-303101 SEPT 17	9,696.66
				Summary Total					9,696.66
	CONNEXUS ENERGY	WTR TWR/LIFT STAT/WELLS	PV	88491	001	09601	9/22/2017	759126-303102 SEPT 17	10,630.53
	PO BOX 1808	WTR TWR/LIFT STAT/WELLS	PV	88491	002	09601	9/22/2017	759126-303102 SEPT 17	3,123.37
	MINNEAPOLIS MN 55480-1808			Summary Total					13,753.90
		TRAFFIC SIGNALS	PV	88492	001	09101	9/22/2017	759126-303100 SEPT 17	936.37
				Summary Total					936.37
		MISC PW ACCTS	PV	88493	001	09101	9/22/2017	759126-303106 SEPT 17	826.17
		MISC PW ACCTS	PV	88493	002	09101	9/22/2017	759126-303106 SEPT 17	2,493.90
		MISC PW ACCTS	PV	88493	003	09101	9/22/2017	759126-303106 SEPT 17	206.71

Bank Account	00002224 CASH IN BANK
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Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Summary Total					3,526.78
		MISC CITY ACCOUNTS	PV	88514	001	09101	9/22/2017	759126-303107 SEPT 17	151.93
		MISC CITY ACCOUNTS	PV	88514	002	09101	9/22/2017	759126-303107 SEPT 17	3,168.26
		MISC CITY ACCOUNTS	PV	88514	003	09101	9/22/2017	759126-303107 SEPT 17	12,745.81
		MISC CITY ACCOUNTS	PV	88514	004	09101	9/22/2017	759126-303107 SEPT 17	74.23
		MISC CITY ACCOUNTS	PV	88514	005	09101	9/22/2017	759126-303107 SEPT 17	1,267.20
		MISC CITY ACCOUNTS	PV	88514	006	09101	9/22/2017	759126-303107 SEPT 17	31.16
		MISC CITY ACCOUNTS	PV	88514	007	09101	9/22/2017	759126-303107 SEPT 17	833.83
				Summary Total					18,272.42
				Payment Amount					46,186.13
100120	CONTINENTAL RESEARCH CORP	MISTER FRESH	PV	88420	001	09101	9/22/2017	455395-CRC-1	213.99
	CONTINENTAL RESEARCH CORP PO BOX 15204 ST LOUIS MO 63110			Summary Total					213.99
				Payment Amount					213.99
100167	CORNERSTONE FORD	UNIT 376 LAMP ASY	PV	88421	001	09101	9/25/2017	15204025 1G	7.31
	CORNERSTONE FORD 17219 HIGHWAY 10 NW PO BOX 304 ELK RIVER MN 55330			Summary Total					7.31
				Payment Amount					7.31
100125	COUNTRYSIDE PRINTING INC	FALL RECYCLE POST CARDS	PV	88396	001	09604	9/7/2017	34866	735.68
	COUNTRYSIDE PRINTING 6250 BUNKER LAKE BLVD NW SUITE 113 RAMSEY MN 55303			Summary Total					735.68
		BUS CARDS HAUAN	PV	88422	001	09101	9/21/2017	34890	59.00
				Summary Total					59.00
		BUS CARDS BLANK/TORSETH	PV	88423	001	09101	9/20/2017	34885	90.00
				Summary Total					90.00
		VEHICLE INSPECT	PV	88494	001	09101	9/22/2017	34892	145.00

Bank Account	00002224 CASH IN BANK
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Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		FORMS							
				Summary Total					145.00
				Payment Amount					1,029.68
114117	CRAWFORD'S EQUIPMENT INC	SERVICE ON EXMARK	PV	88495	001	09101	9/19/2017	01-6560	396.70
	CRAWFORD'S EQUIPMENT INC 4853 HIGHWAY 95 NW CAMBRIDGE MN 55008			Summary Total					396.70
				Payment Amount					396.70
113734	CURT KRIENS CONSTRUCTION	DUGOUT SLABS-ALPINE PARK	PV	88496	001	09805	9/25/2017	092517	9,620.00
	CURT KRIENS CONSTRUCTION 15740 AZURITE COURT RAMSEY MN 55303			Summary Total					9,620.00
				Payment Amount					9,620.00
113306	DEFINITIVE TECHNOLOGY SOLUTIONS INC	SEPT/OCT 17 COPIER CONTRACT	PV	88471	001	09101	9/22/2017	INV151634	228.64
	DEFINITIVE TECHNOLOGY SOLUTIONS INC 9401 JAMES AVENUE SOUTH SUITE 120 BLOOMINGTON MN 55431			Summary Total					228.64
				Payment Amount					228.64
100158	ECM PUBLISHERS INC	ORD 17-09 PO THIELING	PV	88424	001	09101	9/15/2017	529355	112.88
	ECM PUBLISHERS INC			Summary Total					112.88
	4095 COON RAPIDS BLVD	ORD 17-12 PO THIELING	PV	88425	001	09101	9/15/2017	529357	59.13
	COON RAPIDS MN 55433			Summary Total					59.13
		AD- SUNWOOD PROJECT	PV	88497	001	09435	9/15/2017	529356	198.88
				Summary Total					198.88
		AD- PUMA ST IMPROV	PV	88498	001	09437	9/22/2017	531360	279.50
				Summary Total					279.50
				Payment Amount					650.39
108737	EMERGENCY AUTOMOTIVE	NEW BUILD #372	PV	88426	001	09101	9/11/2017	AW091117-10	423.55

Bank Account	00002224	CASH IN BANK
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Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	TECHNOLOGY INC								
	EMERGENCY AUTOMOTIVE TECHNOLOGY INC					Summary Total			423.55
	2755 GENEVA AVE N	NEW BUILD UNIT #372	PV	88427	001	09101	9/14/2017	AW091117-5	372.02
	OAKDALE MN 55128					Summary Total			372.02
		NEW BUILD UNIT #377 LIGHTS	PV	88428	001	09101	9/14/2017	AW091117-6A	661.20
						Summary Total			661.20
		NEW BUILD UNIT #377	PV	88429	001	09101	9/11/2017	AW091117-6	711.52
						Summary Total			711.52
						Payment Amount			2,168.29
107737	FINANCE AND COMMERCE INC	PUMA ST IMPROV PROJECT	PV	88499	001	09437	9/22/2017	743459626	217.13
	FINANCE AND COMMERCE INC SDS 12-2619 P O BOX 86 MINNEAPOLIS MN 55486-2619					Summary Total			217.13
						Payment Amount			217.13
100189	G AND K SERVICES INC	UNIFORM CLEANING	PV	88397	001	09101	9/20/2017	6006686273	21.00
	G AND K SERVICES INC	UNIFORM CLEANING	PV	88397	002	09101	9/20/2017	6006686273	5.00
	P O BOX 842385	UNIFORM CLEANING	PV	88397	003	09101	9/20/2017	6006686273	25.34
	BOSTON MA 02284-2385	UNIFORM CLEANING	PV	88397	004	09101	9/20/2017	6006686273	25.34
						Summary Total			76.68
		FIRE- MATS	PV	88512	001	09101	9/27/2017	606697262	16.56
						Summary Total			16.56
		UNIFORM CLEANING	PV	88513	001	09101	9/27/2017	606697264	21.00
		UNIFORM CLEANING	PV	88513	002	09101	9/27/2017	606697264	5.00
		UNIFORM CLEANING	PV	88513	003	09101	9/27/2017	606697264	26.51
		UNIFORM CLEANING	PV	88513	004	09101	9/27/2017	606697264	26.51
						Summary Total			79.02
						Payment Amount			172.26
114933	GIRL SCOUTS RIVER VALLEY	WASTE EDUCATOR-HAPPY DAYS	PV	88485	001	09604	9/14/2017	091417	160.00
	GIRL SCOUTS RIVER VALLEY ATTEN: ROBERTA PETERSON 14150 FLUORINE STREET NW RAMSEY MN 55303					Summary Total			160.00
						Payment Amount			160.00

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
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Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100650	GRAINGER	ZIP LOCK ENV	PV	88430	001	09601	9/21/2017	9562372400	61.20
	GRAINGER INC DEPT. 806511127 PALATINE IL 60038-0001						Summary Total		61.20
							Payment Amount		61.20
112564	HEALTH PARTNERS GROUP HEALTH-WORKSITE	EAP SEPT 2017	PV	88472	001	09101	9/22/2017	W814176	73.00
	HEALTH PARTNERS GROUP HEALTH-WORKSITE MAIL STOP # 21109A P O BOX 64059 ST PAUL MN 55164-0059						Summary Total		73.00
							Payment Amount		73.00
112475	INNOVATIVE OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	PV	88515	001	09101	9/20/2017	IN1756979	97.11
	INNOVATIVE OFFICE SOLUTIONS						Summary Total		97.11
	AB # 1004	MISC OFFICE SUPPLIES	PV	88516	001	09101	9/28/2017	IN1767733	27.99
	P O BOX 249004	MISC OFFICE SUPPLIES	PV	88516	002	09101	9/28/2017	IN1767733	42.48
	APPLE VALLEY MN	MISC OFFICE SUPPLIES	PV	88516	003	09101	9/28/2017	IN1767733	53.98
	55124-9017	MISC OFFICE SUPPLIES	PV	88516	004	09101	9/28/2017	IN1767733	323.02
							Summary Total		447.47
							Payment Amount		544.58
106324	INSPECTRON INC	AUGUST 17 SERVICES	PV	88502	001	09101	9/13/2017	091317	7,950.00
	INSPECTRON INC CODE COMPLIANCE INSPECTIONS 15120 CHIPPENDALE AVE SUITE 202 ROSEMOUNT MN 55068						Summary Total		7,950.00
							Payment Amount		7,950.00
115932	KELLY, DEANNA	WASTE EDUCATOR-HAPPY DAYS	PV	88484	001	09604	9/14/2017	091417	32.00
	KELLY, DEANNA 615 WASHINGTON ST NE #2 MINNEAPOLIS MN 55413						Summary Total		32.00
							Payment Amount		32.00

CITY OF RAMSEY
Create Payment Control Groups

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Payment Instrument		Check Payment
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Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
112413	L.E.A. DATA TECHNOLOGIES	LEA DATA TECH UPGRADE 9.7.8	PV	88398	001	09101	9/15/2017	09212017	100.00
	L.E.A. DATA TECHNOLOGIES 14290 SE LYON STREET HAPPY VALLEY OR 97086					Summary Total			100.00
						Payment Amount			100.00
100256	LANO EQUIPMENT INC	MISC SUPPLIES	PV	88503	001	09101	9/26/2017	02-479176	91.03
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303					Summary Total			91.03
						Payment Amount			91.03
100266	LOGIS	2 CISCO DIRECT AIR-AP28021-B	PV	88473	001	09101	8/31/2017	44203	1,327.40
	LOCAL GOVERNMENT INFORMATION SYSTEMS ASS					Summary Total			1,327.40
	5750 DULUTH STREET GOLDEN VALLEY MN 55422-4036	NETWORK JULY 2017	PV	88474	001	09101	8/31/2017	44145	115.00
		NETWORK JULY 2017	PV	88474	002	09101	10/10/2017	44145	115.00-
						Summary Total			
		NETWORK AUG 2017	PV	88475	001	09101	8/31/2017	44177	230.00
						Summary Total			230.00
						Payment Amount			1,557.40
100270	MACQUEEN EQUIPMENT INC	TOW BAR ASSEMBLY	PV	88399	001	09605	9/18/2017	P08637	878.18
	MACQUEEN EQUIPMENT INC 1125 7TH STREET EAST ST PAUL MN 55106					Summary Total			878.18
						Payment Amount			878.18
108129	MCDOWALL COMFORT MANAGEMENT	MOTOR REPLACEMENT	PV	88504	001	09101	9/25/2017	532354	2,118.82
	MCDOWALL COMFORT MANAGEMENT P O BOX 746 WAITE PARK MN 56387					Summary Total			2,118.82
						Payment Amount			2,118.82

CITY OF RAMSEY
Create Payment Control Groups

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Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100288	METRO NORTH CHAMBER OF COMMERCE	2017/2018 DUES	PV	88517	001	09101	9/15/2017	20558	359.00
	METRO NORTH CHAMBER OF COMMERCE 9380 CENTRAL AVE NE SUITE 320 BLAINE MN 55434							Summary Total	359.00
								Payment Amount	359.00
108208	METRO PRODUCTS INC	ARGON REGULATOR SHOP EQUIP	PV	88431	001	09101	9/21/2017	129322	84.50
	METRO PRODUCTS INC 7401 CENTRAL AVENUE NE FRIDLEY MN 55432							Summary Total	84.50
								Payment Amount	84.50
101164	MILLER CHEVROLET	SQUAD 342 SERVICE A/C	PV	88432	001	09101	9/14/2017	CVCS584700	208.96
	MILLER CHEVROLET	SQUAD 342 SERVICE A/C	PV	88432	002	09101	9/14/2017	CVCS584700	638.40
	21150 JOHN MILLESS DR P O BOX 130 ROGERS MN 55374							Summary Total	847.36
								Payment Amount	847.36
106555	MINNEAPOLIS, CITY OF	AUG 2017 TRANSACTIONS	PV	88433	001	09101	9/13/2017	400451001460	115.20
	MINNEAPOLIS FINANCE DEPT P O BOX 77038 MINNEAPOLIS MN 55480-7738							Summary Total	115.20
								Payment Amount	115.20
104920	MINNESOTA HIGHWAY SAFETY RESEARCH CNTR	CLASS FEE LIND	PV	88434	001	09101	9/22/2017	629430-6018	260.00
	MINNESOTA HIGHWAY SAFETY RESEARCH CNTR 720 FOURTH AVENUE SOUTH ST CLOUD MN 56301-4498							Summary Total	260.00
		ADS CLASS FEE 16 ATTENDEES	PV	88435	001	09101	9/21/2017	629430-6015	550.00
								Summary Total	550.00
								Payment Amount	810.00
115969	MINNESOTA PUMP WORKS	MISC PARTS	PV	88518	001	09601	10/2/2017	00001779	819.51
	MINNESOTA PUMP WORKS							Summary Total	819.51

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	P O BOX 945 ANKENY IA 50023								
				Payment Amount					819.51
113909	MOBILE VEHICLE INTEGRATION	TEAR DWN SQUAD 333 BUILD 373	PV	88436	001	09101	9/8/2017	1709158	75.00
	MOBILE VEHICLE INTEGRATION	TEAR DWN SQUAD 333 BUILD 373	PV	88436	002	09101	9/8/2017	1709158	1,750.00
	835 XENIA AVENUE NW ELK RIVER MN 55330			Summary Total					1,825.00
				Payment Amount					1,825.00
100345	NAPA AUTO PARTS ELK RIVER	GLASS CLEANER/MIRROR ADHESIVE	PV	88437	001	09101	9/18/2017	927808	12.67
	NAPA AUTO PARTS ELK RIVER 17137 YALE STREET NW P O BOX 1041 ELK RIVER MN 55330			Summary Total					12.67
				Payment Amount					12.67
115167	NET TRANSCRIPTS INC	TRANSCRIPTION	PV	88438	001	09101	8/31/2017	0014837-IN	377.47
	NET TRANSCRIPTS INC 3707 N. 7TH STREET SUITE 320 PHOENIX AZ 85014			Summary Total					377.47
				Payment Amount					377.47
100354	NEWMAN TRAFFIC SIGNS	TRAFFIC SIGN/PED CROSSING STOP	PV	88400	001	09101	9/19/2017	TI-0314095	652.69
	NEWMAN TRAFFIC SIGNS PO BOX 1728 JAMESTOWN ND 58402-1728			Summary Total					652.69
				Payment Amount					652.69
100363	NORTHERN SANITARY SUPPLY CO	TOWELS/TISSUE/LINERS	PV	88439	001	09101	9/18/2017	187804	403.96
	NORTHERN SANITARY SUPPLY CO			Summary Total					403.96
	341 COON RAPIDS BLVD	HANDSOAP	PV	88440	001	09101	9/22/2017	187882	47.30
	MINNEAPOLIS MN 55433			Summary Total					47.30
		MISC SUPPLIES	PV	88519	001	09101	9/28/2017	187973	210.62
				Summary Total					210.62

Bank Account	00002224	CASH IN BANK
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Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					661.88
108137	NORTHERN STAR JUVENILE DIVERSION	JUVENILE DIVERSION PROGRAM 17	PV	88401	001	09270	9/11/2017	09112017	5,000.00
	NORTHERN STAR JUVENILE DIVERSION 5300 GLENWOOD AVENUE GOLDEN VALLEY MN 55422-5188			Summary Total					5,000.00
				Payment Amount					5,000.00
115232	NORTHERN TECHNOLOGIES LLC	BUNKER LK BLVD UTILITIES EXT	PV	88441	001	09601	8/26/2017	22830	1,436.50
	NORTHERN TECHNOLOGIES LLC 3522 4TH AVENUE S FARGO ND 58103			Summary Total					1,436.50
		CITY OF RAMSEY GRADATIONS	PV	88442	001	09435	8/26/2017	22836	206.50
				Summary Total					206.50
		BROOKFIELD 8TH ADDITION	PV	88443	001	09804	8/26/2017	22823	1,907.25
				Summary Total					1,907.25
		ALPINE DRIVE 17-01	PV	88444	001	09435	8/26/2017	22824	1,941.50
				Summary Total					1,941.50
		SUNWOOD DRIVE 2017 RECONST AUG	PV	88445	001	09435	8/26/2017	22847	2,661.25
				Summary Total					2,661.25
		COVENANT MEADOWS AUG 17	PV	88446	001	09804	8/26/2017	22833	523.50
				Summary Total					523.50
				Payment Amount					8,676.50
115071	NORTHLAND OCCUPATIONAL HEALTH	RANDOM DRUG TESTS	PV	88505	001	09101	9/25/2017	1350	150.00
	NORTHLAND OCCUPATIONAL HEALTH 7533 SUNWOOD DRIVE NW SUITE 212 RAMSEY MN 55303			Summary Total					150.00
				Payment Amount					150.00
110547	NORTHWEST LIGHTING SYSTEMS CO.	RAMP BULBS	PV	88447	001	09240	9/20/2017	103732	322.80
	NORTHWEST LIGHTING SYSTEMS CO. 12001 RIVERWOOD DRIVE BURNSVILLE MN 55337			Summary Total					322.80

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
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Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					322.80
100890	PLEAA	PLEAAA MEMBERSHIP DUES	PV	88448	001	09101	9/22/2017	022017	35.00
				Summary Total					35.00
	PLEAA JULIE FORBORD, TREASURER NEW BRIGHTON DEPT OF PUBLIC SAFETY 875 OLD HIGHWAY 8 NW NEW BRIGHTON MN 55112								
				Payment Amount					35.00
113444	PRECISE	AUG 2017 SERVICE	PV	88506	001	09101	9/27/2017	IN200-1014137	582.33
				Summary Total					582.33
	PRECISE 501 EAST CLIFF ROAD SIUTE 100 BURNSVILLE MN 55337								
				Payment Amount					582.33
100421	REGAL AWARDS AND TROPHIES	8x10 PLAQUE WALNUT	PV	88451	001	09101	9/22/2017	09222017	48.00
				Summary Total					48.00
	REGAL AWARDS AND TROPHIES 530 WEST MAIN STREET ANOKA MN 55303								
				Payment Amount					48.00
106617	ROTARY CLUB OF RAMSEY	K. ULRICH 3RD QTR 17 DUES	PV	88520	001	09101	10/1/2017	INV 3 2017	150.00
				Summary Total					150.00
	ROTARY CLUB OF RAMSEY ATTEN: KEVIN BITTNER BOLTON AND MENK INC 7533 SUNWOOD DRIVE SUITE 206 RAMSEY MN 55303								
				Payment Amount					150.00
115843	SCOTT, ABBY L	SEPTEMBER ZUMBA CLASSES-2	PV	88508	001	09101	9/29/2017	092917	60.00
				Summary Total					60.00
	SCOTT, ABBY L 15406 KRYPTON ST NW RAMSEY MN 55303								
				Payment Amount					60.00

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
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Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100440	SHORT ELLIOT HENDRICKSON INC	SIGNAL DESIGN CSAH 83/SUNWOOD	PV	88507	001	09400	9/17/2017	339074	442.89
	SHORT ELLIOT HENDRICKSON INC NW 6262 P O BOX 1450 MINNEAPOLIS MN 55485-6262						Summary Total		442.89
							Payment Amount		442.89
114269	SPEEDCUTTERS OUTDOOR MAINTENANCE LLC	SEPTEMBER 17 SERVICE	PV	88509	001	09101	9/24/2017	4970	5,230.06
	SPEEDCUTTERS OUTDOOR MAINTENANCE LLC 18523 OLSON STREET NW ELK RIVER MN 55330						Summary Total		5,230.06
							Payment Amount		5,230.06
100456	ST CROIX RECREATION FUN PLAYGROUNDS	LITTLE DIGGER	PV	88521	001	09101	9/21/2017	19544	1,582.00
	ST CROIX RECREATION FUN PLAYGROUNDS INC 225 NORTH SECOND STREET STILLWATER MN 55082						Summary Total		1,582.00
							Payment Amount		1,582.00
110313	SUMMIT FIRE PROTECTION	EXT FIRE INSPECTION	PV	88510	001	09101	9/22/2017	1212786	30.25
	SUMMIT FIRE PROTECTION P O BOX 6205 CAROL STREAM IL 60197-6205						Summary Total		30.25
							Payment Amount		30.25
100485	TIMESAVER OFF SITE SECRETARIAL INC	CC/PLANNING COMM MINUTES	PV	88404	001	09101	9/14/2017	M23206	656.50
	TIMESAVER OFF SITE SECRETARIAL INC 5291 RIVER OAK DRIVE SAVAGE MN 55378						Summary Total		656.50
							Payment Amount		656.50
112024	TOWMASTER	REPAIR TAILGATE UNIT #668	PV	88405	001	09101	9/19/2017	396326	1,157.86
	TOWMASTER 61381 US HWY 12						Summary Total		1,157.86

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	LITCHFIELD MN 55355								
				Payment Amount					1,157.86
115935	UNITED STATES GEOLOGICAL SURVEY	AUG/SEPT 17 MAINT STREAMGAGE	PV	88406	001	09101	9/14/2017	90569603	334.00
	UNITED STATES GEOLOGICAL SURVEY PO BOX 71362 PHILADELPHIA PA 19176			Summary Total					334.00
				Payment Amount					334.00
100510	VERIZON WIRELESS	AUG/SEPT 2017 SERVICE	PV	88478	001	09101	9/20/2017	9793130375	61.57
	VERIZON WIRELESS P O BOX 25505 LEHIGH VALLEY PA 18002-5505			Summary Total					61.57
				Payment Amount					61.57
115839	VOLKER, ANDREA	4 YOGA SESSIONS SEPT 17	PV	88479	001	09101	9/21/2017	2424	180.00
	VOLKER, ANDREA 1312 3RD STREET SOUTH PRINCETON MN 55371			Summary Total					180.00
				Payment Amount					180.00
105628	WELLS CATERING SERVICE	CC MEAL 9/26/2017	PV	88407	001	09101	9/26/2017	43270	81.23
	WELLS CATERING SERVICE 7533 SUNWOOD DRIVE SUITE 108 RAMSEY MN 55303			Summary Total					81.23
				Payment Amount					81.23
115719	WOITEL, MATT	TASER CARTRIDGES	PV	88449	001	09101	9/22/2017	09222017	300.00
	MATT WOITEL 325 EAST MAIN STREET ANOKA MN 55303			Summary Total					300.00
				Payment Amount					300.00
100539	WRIGHT TIRE SERVICE INC	UNIT 678 TIRE	PV	88450	001	09101	9/22/2017	200586	129.65

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
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Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	WRIGHT TIRE SERVICE INC			Summary Total					129.65
	710 WEST MAIN STREET	TRAILER TIRES	PV	88511	001	09101	9/26/2017	201016	241.68
	ANOKA MN 55303			Summary Total					241.68
				Payment Amount					371.33
				Total Amount to be Processed					204,918.86
				Total Number of Payments to be Processed					65

NORTHLAND TRUST SERVICES
45 S. 7th Street, Suite 2000
Minneapolis, MN 55402
Phone 612-851-4931
Fax 612-851-4933

AUG 03 2017

INVOICE

9344. 6611

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

08/01/2017
RAMSEY09A

RE: CITY OF RAMSEY, MINNESOTA
$1,340,000 GENERAL OBLIGATION TAXABLE
STATE-AID ROAD BONDS, SERIES 2009A

copy

Debt Service: 10/01/2017

Principal:	0.00
Interest:	6,307.50
Total Principal & Interest:	6,307.50
Less Cash on Hand (Escrow Funds)	(0.00)
Paying Agent Annual Fee	0.00
Total Amount Due:	**6,307.50**

CHECK PAYMENTS due: 09-25-17

Make Checks payable to:
NORTHLAND TRUST SERVICES INC.

WIRE PAYMENTS due: 09-27-17

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

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

Thank you for your business!

If you have questions please contact:

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

Scott Miles
PH: 612-851-5914
smiles@northlandtrust.com

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-10-250

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF SEPTEMBER 21, 2017 THROUGH OCTOBER 4, 2017.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of September 21, 2017, through October 4, 2017, in the amount of $581,869.22 and

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

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

1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period September 21, 2017, through October 4, 2017, in the amount of $581,869.22.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of October, 2017.

_____
Mayor

ATTEST:

City Clerk

CC Regular Session **4. 7.**

Meeting Date: 10/10/2017

Submitted For: Alec Henderson, Community Development

By: Alec Henderson, Community Development

Information

Title

Adopt Resolution #17-10-246 Accepting Pedestrian and Bicycle Trail Easement on a portion of Lot 5, Block 2, Estates of Silver Oaks 2nd Addition (Project #17-119); Case of Royal Oaks Realty, Inc.

Purpose/Background:

The purpose of this file is to review the Trail Easement, prepared by E.G. Rud & Sons, Inc. for Estates of Silver Oaks 2nd Addition. The subdivision would create eight (8) new single family residential lots and it is located on Lithium Street NW, PID #14-32-25-12-0011 and Outlot A Estates of Silver Oaks (together, the "Subject Property"). The City Council Approved the Final Plat and Development Agreement and Adopted Ordinance #17-09 on September 12, 2017. The resolution was approved contingent on the Developer granting a Pedestrian and Bicycle Trail Easement on the west part of Lot 5, Block 2 adjacent to Trunk Highway 47.

The Developer has provided a trail easement in accordance with the direction from City Council. The proposed trail easement has a width of fifteen (15) feet and spans the length of the western lot line of Lot 5, Block 2 of Estates of Silver Oaks 2nd Addition.

Notification:

Notification is not required.

Funding Source:

All costs associated with processing the Application are the responsibility of the Applicant. There are no City funds proposed to be utilized for the construction of this project.

Recommendation:

It is staff's recommendation to Adopt Resolution #17-10-246 accepting the proposed Pedestrian and Bicycle Trail Easement.

Action:

Motion to Adopt Resolution #17-10-246 Accepting a Pedestrian and Bicycle Trail Easement across a portion of Lot 5, Block 2, Estates of Silver Oaks 2nd Addition.

Attachments

Site Location

Trail Easement

Trail Easement Exhibit

Resolution #17-10-246: Accepting Trail Easement

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	10/05/2017 11:50 AM

Kurt Ulrich	Kurt Ulrich	10/05/2017 01:15 PM
Form Started By: Alec Henderson		Started On: 09/22/2017 08:28 AM
Final Approval Date: 10/05/2017		

Levin Property

Oakwood Development Concept



Aerial Photo: Flown Spring of 2014

GRANT OF PEDESTRIAN AND BICYCLE TRAIL EASEMENT

This grant of a pedestrian and bicycle trail easement ("Grant") is made this _____ day of _____, 20___, by Royal Oaks Realty, Inc., an incorporated company (domestic) under the laws of the State of Minnesota (hereinafter referred to as "Grantor") to the **City of Ramsey**, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of real property situated in the County of Anoka, State of Minnesota, legally described as Lot 5, Block 2 ESTATES OF SILVER OAKS 2ND ADDITION, Anoka County, Minnesota (the "Property"); and

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

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

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

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

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

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

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

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

GRANTOR: _____

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

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

_____
Notary Public

(Additional signatures on next page.)

GRANTEE: City of Ramsey, a Minnesota municipal corporation

By: _____

Its: Mayor

AND

By: _____

Its: Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

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

_____
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

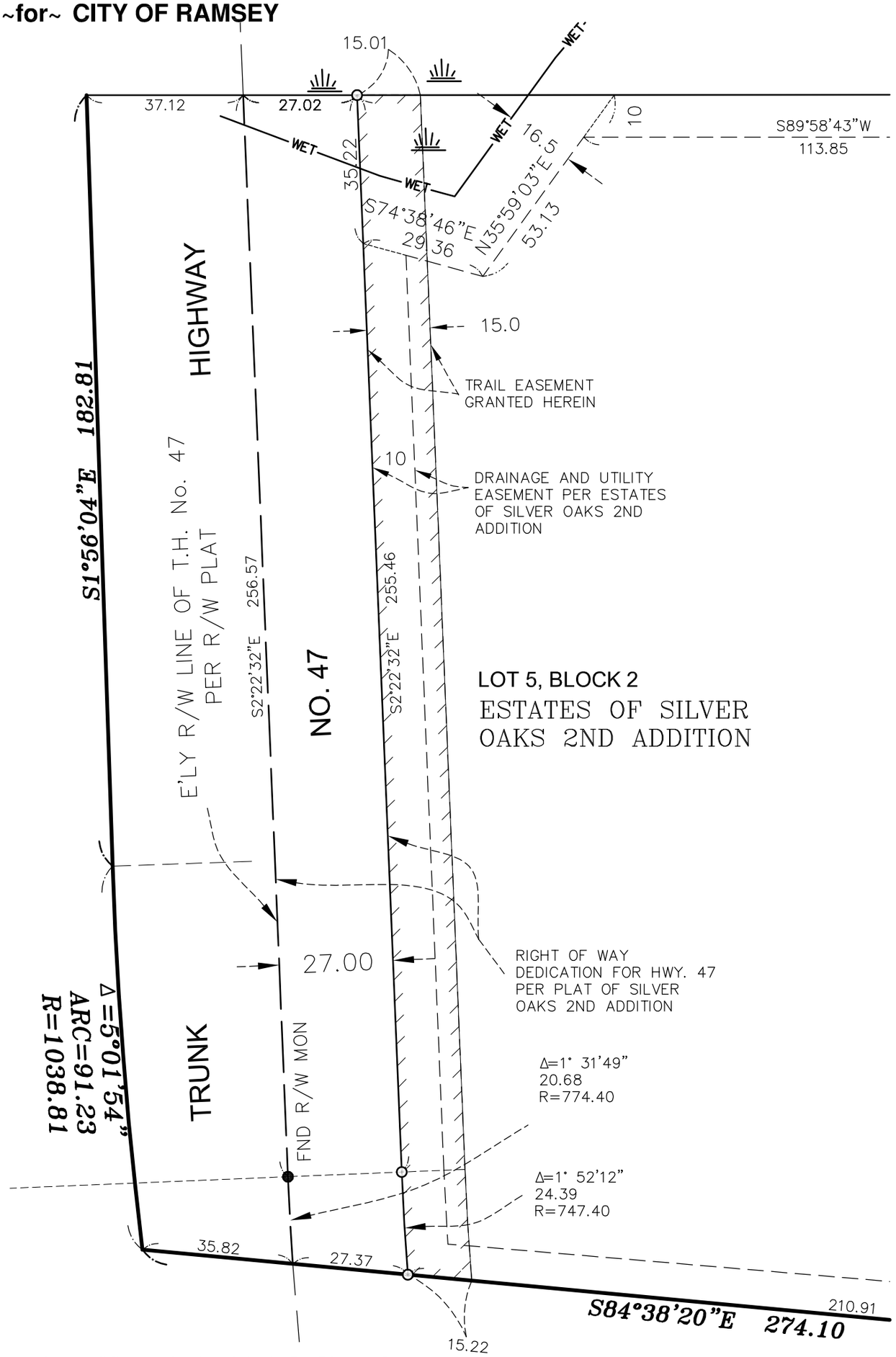
Exhibit A

A permanent easement for trail purposes over, under and across that part of Lot 5 Block 2, ESTATES OF SILVER OAKS 2ND ADDITION, Anoka County, Minnesota according to the record plat thereof described as follows:

The westerly fifteen feet of Lot 5, Block 2,
ESTATES OF SILVER OAKS 2ND ADDITION,
ANOKA County, Minnesota.

EASEMENT DESCRIPTION EXHIBIT

~for~ CITY OF RAMSEY



The westerly fifteen feet of Lot 5, Block 2, ESTATES OF SILVER OAKS 2ND ADDITION, ANOKA County, Minnesota.

Location: Ramsey, Minnesota

Scale 1"= 30' | ● Denotes Iron Monument | Bearing Datum: Assumed | Job No. 17285 | Drwg By JSE

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

E. G. RUD & SONS, INC.

By: _____

Dated this 20th day of September 2017. Minnesota License No. 25341

E. G. RUD & SONS, INC.
PROFESSIONAL LAND SURVEYORS
6776 LAKE DRIVE NE, SUITE 110
LINO LAKES, MINNESOTA 55014
TEL. (651) 361-8200
FAX (651) 361-8701
www.egrud.com

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

RESOLUTION #17-10-246

RESOLUTION APPROVING THE CONVEYANCE OF A PEDESTRIAN AND BICYCLE TRAIL EASEMENT FROM ROYAL OAKS REALTY, INC. ACCROSS LOT 5, BLOCK 2 ESTATES OF SILVER OAKS 2ND ADDITION.

WHEREAS, the City of Ramsey received an application for Sketch Plan for Estates of Silver Oaks 2nd Addition from Royal Oaks Realty on May 4, 2017; and

WHEREAS, the Planning Commission reviewed the Sketch Plan on June 1, 2017; and

WHEREAS, the City of Ramsey received an application for Preliminary Plat, Zoning Amendment, and Comprehensive Plan Amendment for Estates of Silver Oaks 2nd Addition on June 1, 2017; and

WHEREAS, the Ramsey Environmental Policy Board (EPB) considered tree preservation, landscape plan, and potential wetland impacts pertaining to the preliminary plat on June 19, 2017; and

WHEREAS, on July 6, 2017, the Ramsey Planning Commission conducted a public hearing and recommended approval of the proposed Preliminary Plat, Zoning Amendment, and Comprehensive Plan Amendment; and

WHEREAS, on July 25, 2017, the City Council approved the Preliminary Plat, approved the Comprehensive Plan Amendment contingent upon approval by the Metropolitan Council, and introduced an Ordinance to rezone the Subject Property; and

WHEREAS, on September 12, 2017, the City Council approved the Final Plat, approved the Development Agreement, and adopted an Ordinance to rezone the Subject Property contingent on submitting a Pedestrian and Bicycle Trail Easement; and

WHEREAS, Royal Oaks Realty, Inc., the owner of Lot 5, Block 2 Estates of Silver Oaks 2nd Addition, has agreed to convey to the City of Ramsey a Pedestrian and Bicycle Trail Easement.

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

1) That the Ramsey City Council hereby approves the acceptance of a Pedestrian and Bicycle Trail Easement from Royal Oaks Realty, Inc. over a portion of Lot 5, Block 2 Estates of Silver Oaks 2nd Addition.

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 10th day of October, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 8.**

Meeting Date: 10/10/2017

By: Chris Anderson, Community Development

Information

Title

Adopt Resolution #17-10-248 Accepting New Drainage and Utility Easements Associated with an Administrative Subdivision for Lots 7 & 8, Block 1 Windsorwood (Project No. 17-147); Case of Raymond Silhanek and Leslie Reed-Silhanek

Purpose/Background:

The City received an application for an Administrative Subdivision to realign the common boundary between Lots 7 and 8, Block 1 Windsorwood (addressed as 8901 178th Ave and 17731 Vicuna St, respectively). New drainage and utility easements are proposed along the realigned common boundary line as well as along the southern boundary of Lot 8, Block 1 Windsorwood, in accordance with City Code. City Council must formally accept these easements by way of adopting the attached Resolution. The Engineering Department has reviewed the proposed easements and has no objections.

Funding Source:

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

Recommendation:

Staff recommends adopting Resolution #17-10-248 accepting the drainage and utility easements.

Action:

Motion to adopt Resolution #17-10-248 accepting drainage and utility easements as shown on the exhibit prepared by Oliver Surveying & Engineering, Inc., dated June 20, 2017 and revised September 21, 2017.

Attachments

Site Location Map

Administrative Subdivision and Easement Exhibit

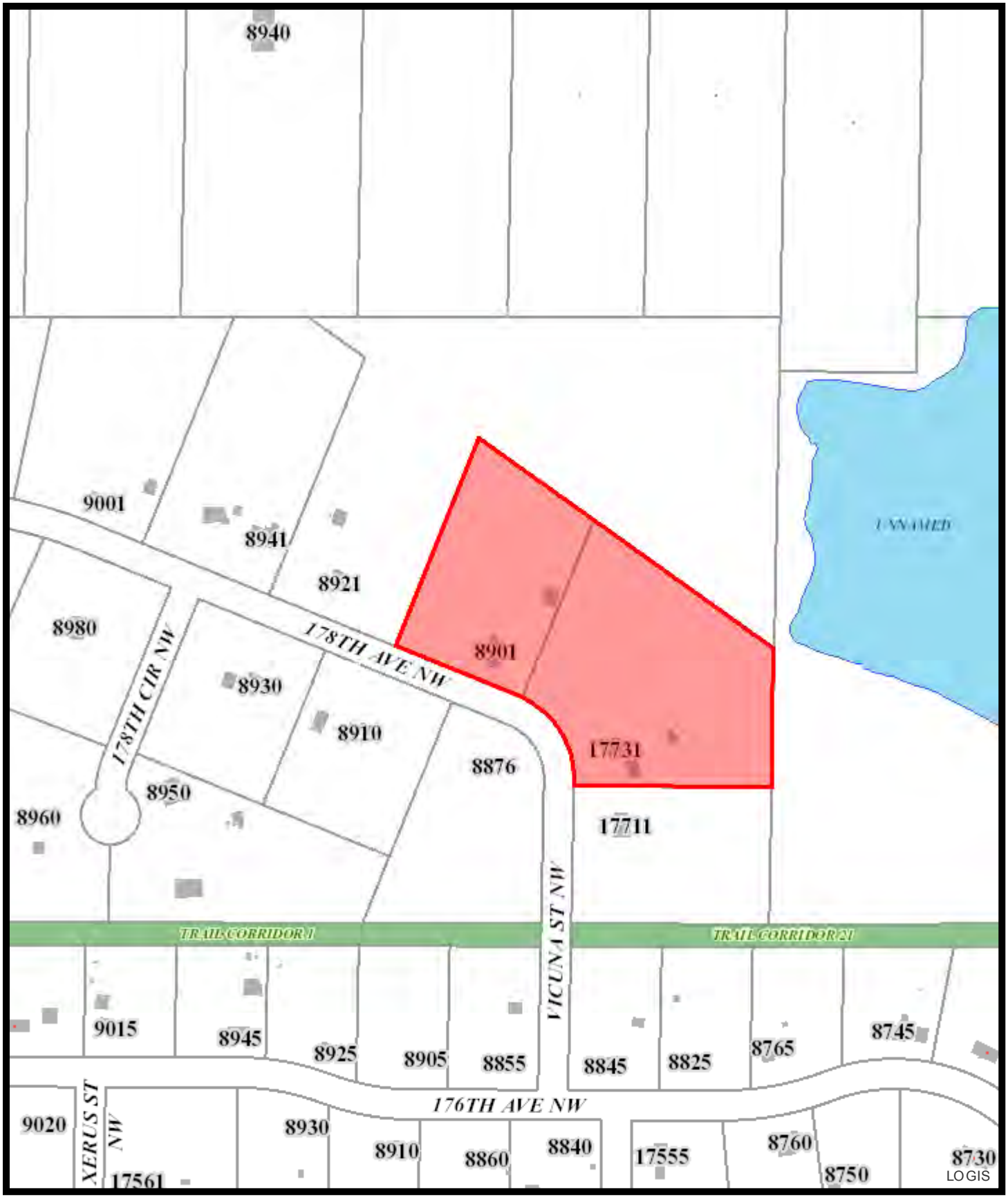
Drainage and Utility Easement Document

Resolution #17-10-248

Form Review

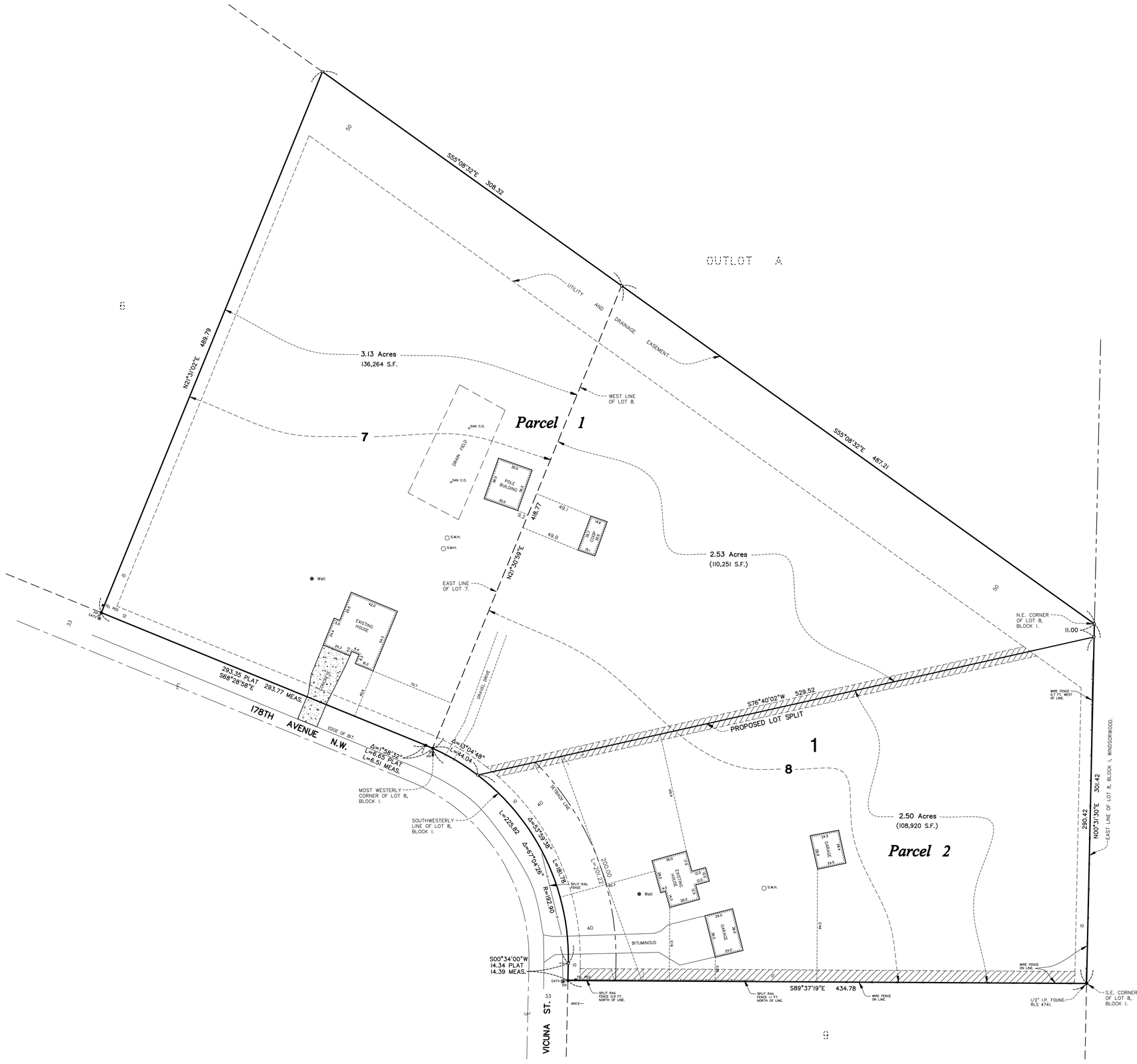
Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/05/2017 08:09 AM
Kurt Ulrich	Kurt Ulrich	10/05/2017 08:56 AM
Form Started By: Chris Anderson		Started On: 09/29/2017 10:55 AM
Final Approval Date: 10/05/2017		

Site Location Map



Feet
0 70 140 280 420 560

Print Date: September 29, 2017



0 40 80 120
SCALE IN FEET

○ Denotes a 1/2 Inch x 14 Inch Iron Pipe set with a Plastic Cap Stamped 13057.

● Denotes an Iron Monument Found

Drainage and Utility Easements are shown thus:

10 10 10 10

LEGEND

- ○ S.M.H. Denotes Existing Sanitary Sewer Manhole
- SAN C.O. Denotes Existing Sanitary Cleanout
- ● Well Denotes Existing Well
- CATV Denotes Existing Cable TV Pedestal
- TEL PED Denotes Existing Telephone Pedestal
- Denotes Existing Power Pole
- ⟵ Denotes Existing Guy Wire

Denotes Proposed Easement

Existing Descriptions:

Lot 7, Block 1, WINDSORWOOD, Anoka County, Minnesota.

Lot 8, Block 1, WINDSORWOOD, Anoka County, Minnesota.

Proposed Split Descriptions:

Parcel 1:

Lot 7, Block 1, WINDSORWOOD, Anoka County, Minnesota and that part of Lot 8 of said Block 1, WINDSORWOOD which lies northerly of the following described line: Commencing at the Southeast corner of said Lot 8; thence North 0 degrees 31 minutes 30 seconds East, plat bearing, along the East line of said Lot 8 a distance of 290.42 feet to the Point of Beginning of the line to be described; thence South 76 degrees 40 minutes 02 seconds West a distance of 529.52 feet to intersect the southwesterly line of said Lot 8; thence northwesterly along said southwesterly line of Lot 8 a distance of 44.04 feet to the most westerly corner of said Lot 8 and there terminating. Subject to easements of record.

Parcel 2:

That part of Lot 8, Block 1, WINDSORWOOD, Anoka County, Minnesota which lies southerly of the following described line: Commencing at the Southeast corner of said Lot 8; thence North 0 degrees 31 minutes 30 seconds East, plat bearing, along the East line of said Lot 8 a distance of 290.42 feet to the Point of Beginning of the line to be described; thence South 76 degrees 40 minutes 02 seconds West a distance of 529.52 feet to intersect the southwesterly line of said Lot 8; thence northwesterly along said southwesterly line of Lot 8 a distance of 44.04 feet to the most westerly corner of said Lot 8 and there terminating. Subject to easements of record.

Proposed Drainage and Utility Easements

A strip of land 10.00 feet in width over that part of Lot 8, Block 1, WINDSORWOOD, Anoka County, Minnesota, the centerline of which is described as follows: Commencing at the Southeast corner of said Lot 8; thence North 0 degrees 31 minutes 30 seconds East, plat bearing, along the East line of said Lot 8 a distance of 290.42 feet to the Point of Beginning of the line to be described; thence South 76 degrees 40 minutes 02 seconds West a distance of 529.52 feet to intersect the southwesterly line of said Lot 8 and there terminating. Said strip of land is to extend by its full width from the southwesterly line of the northeasterly 50.00 feet of said Lot 8 to the northeasterly line of the southwesterly 10.00 feet of said Lot 8.

ALSO the South 10.00 feet of Lot 8, Block 1, WINDSORWOOD, Anoka County, Minnesota. Said strip of land is to extend by its full width from the West line of the East 10.00 feet of said Lot 8 to the East line of the West 10.00 feet of said Lot 8.

REV NO.	DATE	DESCRIPTION
1	8/23/17	PROPOSED SIDE LOT EASEMENTS
2	9/21/17	PROPOSED D&U HATCHING

DATE: 6/27/2017
BOOK/PAGE 274/6
DRAWN BY: DM
CHECKED BY: LPC
DWG: 9154-10-101.dwg
TEXT: –
FILE NO.: 9154.10-101

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

Signature: Lyle P. Caswell
Lyle P. Caswell, LS
Lic. No. 13057
Date: 6/20/2017

Oliver Surveying & Engineering, Inc.
Land Surveying · Civil Engineering · Land Planning
580 Dodge Ave. Elk River, Minnesota 55330
(763) 441-2072 - fax. (763) 441-5665
www.oliver-se.com

Lots 7 & 8, WINDSORWOOD
Anoka County, MN

PREPARED FOR:
Raymond Silhanek

Lot Survey & Lot Split Description

SHEET NO. — OF —

O:\Land Projects\9154-10-101\dwg\9154-10-101.dwg, Layout1, 9/21/2017 2:52:39 PM, DMcLean

[Reserved for recording data.]

DRAINAGE AND UTILITY EASEMENT

This Drainage and Utility Easement is entered into by and between **Raymond Silhanek and Leslie Reed-Silhanek** ("Grantors") and the **City of Ramsey**, a Minnesota municipal corporation ("Grantee") as of _____, 2017.

Recitals

1. Grantors are the fee simple owners of the Properties located at 17731 Vicuna St NW, Ramsey, Minnesota, PIN 06-32-25-14-0004, and 8901 178th Ave NW, Ramsey, Minnesota, PID 06-32-25-14-0003, legally described as follows:

   Lot 7, Block 1, WINDSORWOOD, Anoka County, Minnesota and that part of Lot 8 of said Block 1, WINDSORWOOD which lies northerly of the following described line: Commencing at the Southeast corner of said Lot 8; thence North 0 degrees 31 minutes 30 seconds East, plat bearing, along the East line of said Lot 8 a distance of 290.42 feet to the Point of Beginning of the line to be described; thence South 76 degrees 40 minutes 02 seconds West a distance of 529.52 feet to intersect the southwesterly line of said Lot 8; thence northwesterly along said southwesterly line of Lot 8 a distance of 44.04 feet to the most westerly corner of said Lot 8 and there terminating. Subject to easements of record.

   -and-

   That part of Lot 8, Block 1, WINDSORWOOD, Anoka County, Minnesota which lies southerly of the following described line:

Commencing at the Southeast corner of said Lot 8; thence North 0 degrees 31 minutes 30 seconds East, plat bearing, along the East line of said Lot 8 a distance of 290.42 feet to the Point of Beginning of the line to be described; thence South 76 degrees 40 minutes 02 seconds West a distance of 529.52 feet to intersect the southwesterly line of said Lot 8; thence northwesterly along said southwesterly line of Lot 8 a distance of 44.04 feet to the most westerly corner of said Lot 8 and there terminating. Subject to easements of record.

2. Grantee desires to obtain, and Grantors are willing to grant, a drainage and utility easement across the following portion of the Properties known as the Easement Area and as shown in Exhibit 1:

A strip of land 10.00 feet in width over that part of Lot 8, Block 1, WINDSORWOOD, Anoka County, Minnesota, the centerline of which is described as follows: Commencing at the Southeast corner of said Lot 8; thence North 0 degrees 31 minutes 30 seconds East, plat bearing, along the East line of said Lot 8 a distance of 290.42 feet to the Point of Beginning of the line to be described; thence South 76 degrees 40 minutes 02 seconds West a distance of 529.52 feet to intersect the southwesterly line of said Lot 8 and there terminating. Said strip of land is to extend by its full width from the southwesterly line of the northeasterly 50.00 feet of said Lot 8 to the northeasterly line of the southwesterly 10.00 feet of said Lot 8.

ALSO the South 10.00 feet of Lot 8, Block 1, WINDSORWOOD, Anoka County, Minnesota. Said strip of land is to extend by its full width from the West line of the East 10.00 feet of said Lot 8 to the East line of the West 10.00 feet of said Lot 8.

Easement

1. Grantors hereby grant to Grantee a perpetual easement over, under and across the Easement Area for drainage and utility purposes.

2. Grantors warrant that they are the fee owners of the Properties and have the right, title and capacity to convey this Easement to Grantee.

STATE DEED TAX DUE: None.

[Remainder of page left blank.]

By: _____

Raymond Silhanek

By: _____
Leslie Reed-Silhanek

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____ _____, 2017, by Raymond Silhanek.

_____
Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Leslie Reed-Silhanek.

_____
Notary Public

City of Ramsey

By: _____
Sarah Strommen, Mayor

Attest: _____
Kurtis G. Ulrich, City Administrator

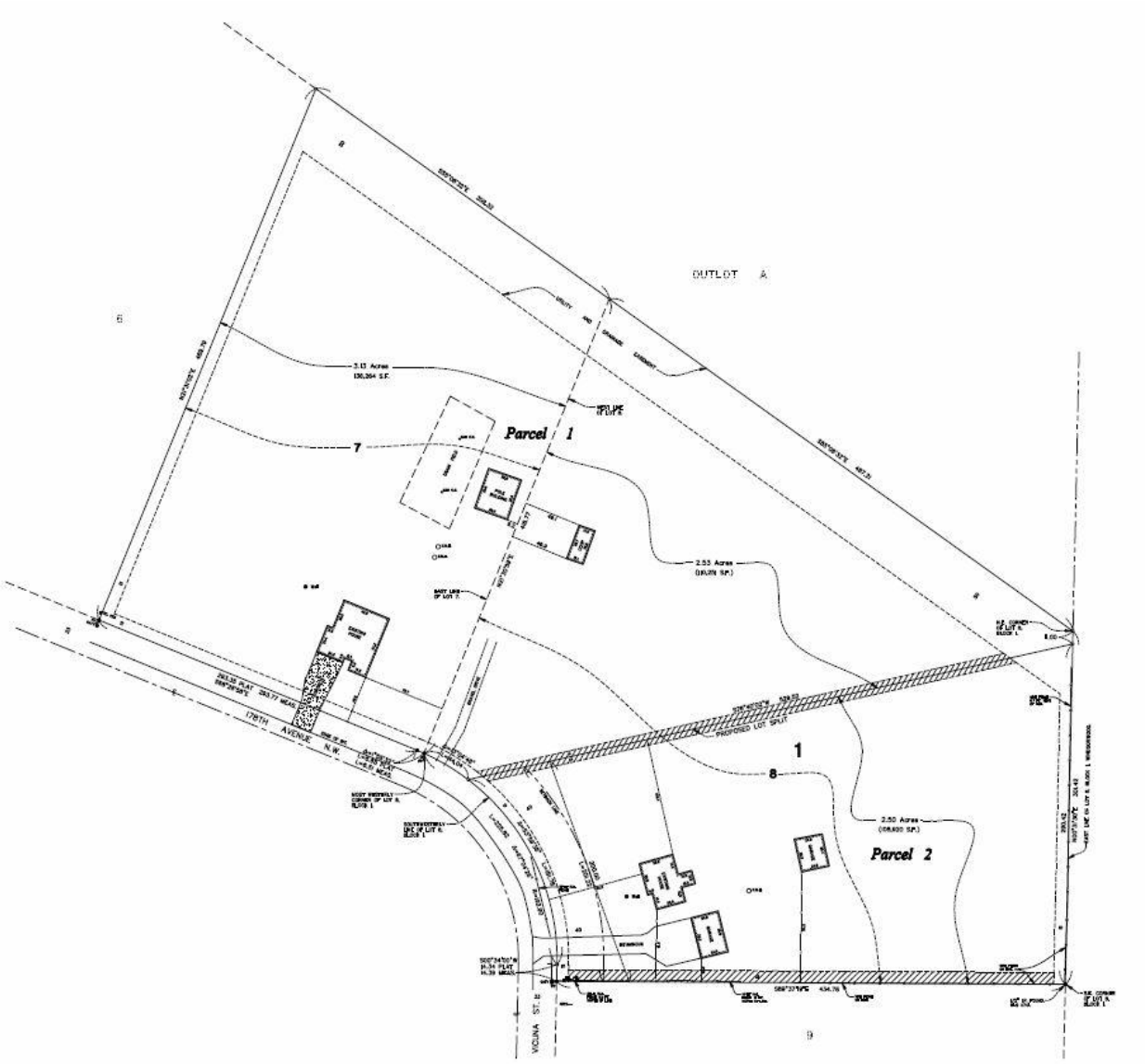
STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and City Administrator, respectively, of Ramsey, a Minnesota municipal corporation, on behalf of the Grantee.

_____
Notary Public

This instrument drafted by:
Ratwik, Roszak & Maloney, P.A.
730 2nd Avenue South, Suite 300
Minneapolis, MN 55402
(612) 339-0060
(JJL)

EXHIBIT 1


OUTLOT A
Parcel 1
2.53 Acres
(110,174 S.F.)
Parcel 2
2.50 Acres
(108,600 S.F.)
PROPOSED LOT SPLIT
178TH AVENUE N.W.
VIOLINA ST. N.

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

RESOLUTION #17-10-248

RESOLUTION ACCEPTING NEW DRAINAGE AND UTILITY EASEMENTS RELATED TO AN ADMINISTRATIVE SUBDIVISION OF LOTS 7 AND 8 WINDSORWOOD

WHEREAS, Raymond Silhanek and Leslie Reed-Silhanek, hereafter referred to as "Developer", properly applied for an Administrative Subdivision of the following described property located in the City of Ramsey:

Lot 7, Block 1 Windsorwood, Anoka County, Minnesota

AND

Lot 8, Block 1 Windsorwood, Anoka County, Minnesota

(the 'Subject Properties');

WHEREAS, the City of Ramsey received an application for an Administrative Subdivision from the Developer on September 15, 2017; and

WHEREAS, new drainage and utility easements are proposed along the new common lot line between the Subject Properties and along the southern lot line of Lot 8, Block 1 Windsorwood.

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 accepts the proposed drainage and utility easements as shown on the plans prepared by Oliver Surveying & Engineering, Inc., dated June 20, 2017, revised September 21, 2017.

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 voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of October, 2017.

_____

Mayor

ATTEST:

_____

City Clerk

CC Regular Session **4. 9.**

Meeting Date: 10/10/2017

By: Bruce Westby, Engineering/Public Works

Information

Title

Removed from Consent Agenda - Will be discussed at a later date. - Adopt Resolution #17-10-251 Vacating Pedestrian Trail Easement on Lot 6, Block 3, Wildlife Sanctuary Third Addition

Purpose/Background:

Purpose:
The purpose of this case is to adopt Resolution #17-10-251 vacating the pedestrian trail easement on Lot 6, Block 3, Wildlife Sanctuary Third Addition.

Background:
In June of 2013, the City of Ramsey and the property owners of Lot 6, Block 3, Wildlife Sanctuary Third Addition (15620 Krypton Street NW) jointly executed a Pedestrian Trail Easement Agreement establishing 7½ feet of pedestrian trail easement along the east edge of the property. The property owners agreed to this in exchange for the City removing a portion of a pedestrian trail through their rear yard and restoring the area with turf.

Attached is historical information explaining things in more detail. More specifically, this information discusses the intent of the City to maintain this pedestrian trail easement with the hope of extending the trail through the easement to connect to future regional trails on the property north of the subject property. This property, which is primarily undevelopable due to numerous wetlands and low-lying areas, was owned by the State of Minnesota at the time the easement agreement was executed.

Since such time the property north of the subject property was sold to a private party and any hopes of connecting to a regional trail on this property have vanished. The subject property owners are now requesting that the City vacate this pedestrian trail easement to prevent random pedestrian use with no purpose other than to access the private property to the north.

Since the opportunity to provide a connection to a regional trail using this easement no longer exists, Staff supports the request of the subject property owners. In addition, the underlying platted drainage and utility (D&U) easement would still exist allowing City Staff to access and maintain all existing and proposed trunk sanitary sewer lines north of the subject property.

Notification:
Notifications are not required for this case.

Observations/Alternatives:

Observations
A copy of the approved plat for Wildlife Sanctuary Third Addition is attached for reference, with the platted drainage and utility easements highlighted on the subject property.

Alternatives:
Alternative #1 – Motion to adopt Resolution #17-10-251 vacating the pedestrian trail easement on Lot 6, Block 3, Wildlife Sanctuary Third Addition.

Funding Source:

All costs associated with vacating the easement are the responsibility of the City.

Recommendation:

Staff supports alternative #1.

Action:

Motion to adopt Resolution #17-10-251 vacating the pedestrian trail easement on Lot 6, Block 3, Wildlife Sanctuary Third Addition.

Attachments

Resolution 1710251

Approved Plat Highlighted

Anoka Co Doc 2066476.006

Form Review

Inbox	Reviewed By	Date
Joe Langel	Jo Thieling	10/05/2017 04:18 PM
Kurt Ulrich	Kurt Ulrich	10/05/2017 04:43 PM
Form Started By: Bruce Westby		Started On: 10/03/2017 08:10 AM
Final Approval Date: 10/05/2017		

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

RESOLUTION #17-10-251

RESOLUTION VACATING PEDESTRIAN TRAIL EASEMENT ON LOT 6, BLOCK 3, WILDLIFE SANCTUARY THIRD ADDITION

WHEREAS, the property owners of Lot 6, Block 3, Wildlife Sanctuary Third Addition request the existing pedestrian trail easement on their property be vacated; and

WHEREAS, platted drainage and utility easements underlie the pedestrian trail easement; and

WHEREAS, the pedestrian trail easement provides no benefit to the general public; and

WHEREAS, the property owners will be responsible for all costs associated with vacating the easement.

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

1) That the Ramsey City Council hereby grants vacation of the pedestrian trail easement on Lot 6., Block 3, Wildlife Sanctuary Third Addition as recorded by Anoka County Document No. 2066476.006.

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 10th day of October, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

OFFICIAL PLAT

WILDLIFE SANCTUARY THIRD ADDITION

Book 65 PAGE 34

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 23, T 32, R 25

North

SCALE IN FEET
1 INCH = 100 FEET

FOR THE PURPOSES OF THIS PLAT, THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 32, RANGE 25 IS ASSUMED TO HAVE A BEARING OF SOUTH 88 DEGREES 59 MINUTES 07 SECONDS WEST.

ALL MONUMENTS REQUIRED BY MINNESOTA STATUTE, AND NOT SHOWN ON THIS PLAT, WILL BE SET WITHIN ONE YEAR OF THE RECORDING DATE OF THIS PLAT, AND SHALL BE EVIDENCED BY A 1/2 INCH BY 14 INCH IRON PIPE MARKED BY R.L.S. NO. 25287.

● DENOTES FOUND IRON MONUMENT

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES, AND 10 FEET IN WIDTH, AND ADJOINING STREET AND REAR LOT LINES, UNLESS OTHERWISE SHOWN ON THE PLAT.

DETAIL
NO SCALE

EAST LINE, SE 1/4 OF THE NE 1/4, SEC. 23, T. 32, R. 25

EAST QUARTER CORNER OF SEC. 23, T. 32, R. 25 FOUND ANOKA CAST IRON MONUMENT

NORTH LINE, SE 1/4 OF THE NE 1/4, SEC. 23, T. 32, R. 25

SOUTH LINE, SE 1/4 OF THE NE 1/4, SEC. 23, T. 32, R. 25

EAST LINE OF THE WEST 1/2 OF THE SE 1/4 OF THE NE 1/4, SEC. 23, T. 32, R. 25

WESTERLY LINE OF OUTLOT A, WILDLIFE SANCTUARY SECOND ADDITION

WEST LINE, SE 1/4 OF THE NE 1/4, SEC. 23, T. 32, R. 25

PASSE ENGINEERING, INC.
REGISTERED PROFESSIONAL ENGINEERS
LICENSED LAND SURVEYORS

SHEET 2 OF 2 SHEETS

Record ID 2630237

CERTIFICATION

State of Minnesota)
)
County of Anoka)
)
City of Ramsey)

2066476.006

I hereby certify that the foregoing Pedestrian Trail Easement Agreement between the City of Ramsey, Minnesota, and Joshua L. and Shawna Dvorak is a true and correct copy of an agreement entered into, as disclosed by the records of said City in my possession. Said Agreement was approved by the Ramsey City Council on June 12, 2012.

Dated this the 12th day of June 2013.

Jo Ann M. Thieling, City Clerk

(CITY SEAL)

PEDESTRIAN TRAIL EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, for valuable consideration as defined below, **JOSHUA L. DVORAK and SHAWNA DVORAK, husband and wife, "LANDOWNERS",** hereby grant, sell, and convey to the **CITY OF RAMSEY, a Minnesota municipal corporation, "CITY"**, a perpetual easement and right-of-way for trail purposes, including, without limitation, the construction, maintenance, repair and replacement thereof, and uses incident thereto, in, under and upon the real property, in Anoka County, Minnesota described as follows:

The easterly 7½ feet of Lot 6, Block 3, Wildlife Sanctuary 3rd Addition, Anoka County, Minnesota,

(the "Trail Easement")

EXEMPT FROM STATE DEED TAX

Easement Purpose.

The Trail Easement shall 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**.

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 Trail Easement or adjacent property prior to the date hereof.

Liability and Indemnification.

The City hereby agrees to indemnify and save the Land Owner 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 an agents or the general public for the purposes granted herein, excluding, however, from such indemnity and loss resulting from acts of Land Owner.

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.

Disposal of Excavated Material.

Further, the right is hereby granted to the **CITY** to remove or otherwise dispose of all earth or other material excavated from the Trail 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 Trail Easement.

Warrant of Title.

LANDOWNERS covenant that they are the owners of Lot 6, Block 3, Wildlife Sanctuary Addition, Anoka County, Minnesota (the "**LANDOWNERS'** Property") and have the right, title, and capacity to grant the Trail Easement over and across **LANDOWNERS'** Property.

Consideration for Grant of Trail Easement.

The **CITY** has previously constructed on the **LANDOWNERS'** Property a blacktop trail originally intended to provide **CITY'S** utility maintenance crews access to a sanitary sewer manhole on **LANDOWNERS'** Property. Said manhole was never constructed so the **CITY** has determined that the portion of the blacktop trail outside the Trail Easement is not necessary and can be removed. If in the future a manhole is required in this area, the CITY agrees to install the manhole within the Trail Easement and to pay for all repairs needed outside the Trail Easement. In consideration for the Trail Easement, the **CITY** agrees to remove the said blacktop trail outside the Trail Easement and restore the disturbed area by establishing turf on said disturbed area. The turf establishment shall consist of removal of the blacktop trail, placement of a minimum of 4" of topsoil, followed by the placement of lawn quality sod. **LANDOWNERS** will be responsible for irrigation and maintenance as necessary to ensure the successful establishment of the turf. The blacktop removal and turf establishment will be completed by the **CITY** within 15 business days of **LANDOWNERS'** signatures on this Agreement.

The **CITY** agrees it will not reestablish the blacktop trail in the future on **LANDOWNERS'** Property outside the Trail Easement without first acquiring a written easement across said property and market value payment to **LANDOWNERS** for said easement.

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging or in anyway appertaining, to the said **LANDOWNERS**, forever, for said Trail Easement purposes.

IN WITNESS WHEREOF, the **LANDOWNERS** and the **CITY** have caused this Pedestrian Trail Easement Agreement to be executed on the 7th day of June, 2013.

LANDOWNERS:

Joshua L. Dvorak

Shawna Dvorak

CITY OF RAMSEY, a Minnesota municipal corporation

By: _____
Its Mayor

ATTEST:

By: _____
Its City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on the 7th day of June, 2013, by Joshua L. Dvorak and Shawna Dvorak, husband and wife.

Notary Public

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

JOANN E SHAW
Notary Public
Minnesota
My Commission Expires January 31, 2015

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on the 12th day of June, 2013, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and City Administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

JOANN THIELING
Notary Public
Minnesota
My Commission Expires January 31, 2015

THIS INSTRUMENT WAS DRAFTED BY:

RANDALL GOODRICH & HAAG P.L.C.
2140 Fourth Avenue North
Anoka, Minnesota 55303
Telephone: (763) 421-5424

ANOKA COUNTY MINNESOTA

Document No.: 2066476.006 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on: 08/12/2013 1:37:00 PM

Fees/Taxes In the Amount of: $46.00

JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

MAH, Deputy

Record ID: 2630237

CC Regular Session **4. 10.**

Meeting Date: 10/10/2017

By: Bruce Westby, Engineering/Public Works

Information

Title

Adopt Resolution #17-10-255 Accepting Quotes and Awarding Contract to Repair Stormwater Pond Erosion at 7550 Highway 10 NW

Purpose/Background:

Purpose

The purpose of this case is adopt Resolution #17-10-255 accepting quotes and awarding contract to repair stormwater pond erosion at 7550 Highway 10 NW

Background:

The City of Ramsey constructed the pond on 7550 Highway 10 NW in 2014 as part of the Riverdale Drive Extension/Reconstruction project, Improvement Project #12-22. This pond was constructed to replace stormwater pond capacity that was lost when Riverdale Drive was extended to Traprock Street. Attached is an aerial image showing the existing stormwater ponds in this area, including the pond on the 7550 Highway 10 property, which is located on private property but is encumbered by a drainage easement to allow the City, and Anoka County, access to this pond.

As part of the development of the Riverdale Drive project, several agreements were executed between the owners of the private properties in this area, the City of Ramsey, and Anoka County. These agreements set forth the work that was completed at the time, and they defined the dedicated easements that allow for future maintenance of the ponds. The City of Ramsey is responsible for maintaining all ponds in this area, including the pond on 7550 Highway 10 NW.

Staff has been tracking the erosion in this pond for a while, but due to the recent heavy rains, this erosion now needs to be repaired to allow the pond to function as it was designed to. Staff therefore requested quotes from three contractors to re-grade the pond to restore storage capacity of the pond and re-establish side slopes, including an access road on the south side slope. Work is proposed to include cleaning the eroded material out of the bottom of the pond and re-shaping the side slopes, applying 3 inches of salvaged topsoil on all exposed side slopes, seeding the topsoil with dormant seed, and installing erosion control blanket on the side slopes to protect the slopes and seed until such time that the seed germinates. If the seed does not germinate by spring of 2018, the contractor will have to reseed and blanket in the spring of 2018.

Quotes from the three contractors are shown below.

Contractor	Total Quote
Reshetar Systems	$33,250
Kamke Contracting	$33,350
Douglas-Kerr Underground, LLC	$47,325

Reshetar Systems quote is the lowest for said improvements. The awarded Contractor will be required to be licensed by the City to ensure they are maintaining minimum insurance coverages. All work shall be carried out during normal working hours from 7:00 a.m. to 10:00 p.m., Monday through Saturday, in accordance with City ordinances.

Notification:

Notifications are not required for this case.

Observations/Alternatives:

Alternatives:

Alternative #1 - Motion to adopt Resolution #17-10-255 accepting quotes and awarding contract to Reshetar Systems in the amount of $33,250 to repair stormwater pond erosion at 7550 Highway 10 NW.

Funding Source:

Funding for this work is proposed to come from the Stormwater Utility Fund which has an adequate balance to cover these costs.

Recommendation:

City staff recommends Alternative #1.

Action:

Motion to adopt Resolution #17-10-255 accepting quotes and awarding contract to Reshetar Systems in the amount of $33,250 to repair stormwater pond erosion at 7550 Highway 10 NW.

Attachments

Resolution 1710255

Stormwater Pond Figure

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 04:40 PM
Form Started By: Bruce Westby		Started On: 10/05/2017 04:30 AM
Final Approval Date: 10/05/2017		

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

RESOLUTION #17-10-255

RESOLUTION ACCEPTING QUOTES AND AWARDING CONTRACT TO REPAIR STORMWATER POND EROSION AT 7550 HIGHWAY 10 NW

WHEREAS, the City of Ramsey is responsible for maintaining the stormwater pond at 7550 Highway 10 NW; and

WHEREAS, City staff requested quotes from three contractors to re-grade the pond to repair erosion damage and establish turf on the side slopes of the pond to prevent future erosion from occurring; and

WHEREAS, quotes were received from three contractors and were found to comply with the request for proposals; and

WHEREAS, the three quotes received are tabulated below; and

Contractor	**Total Quote**
Reshetar Systems	$33,250
Kamke Contracting	$33,350
Douglas-Kerr Underground, LLC	$47,325

WHEREAS, the quote of Reshetar Systems in the amount of $33,250 for the total quote for said services is the lowest responsible quote and their quote shall be and hereby is accepted.

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

1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Reshetar Systems for said services for and on behalf of 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:

nd the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of October, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

7550 Highway 10 NW Stormwater Pond



Feet
0 45 90 180 270 360

Print Date: October 5, 2017

CC Regular Session **4. 11.**

Meeting Date: 10/10/2017

By: JoAnn Shaw, Community Development

Information

Title

Adopt Resolution #17-10-258 Proclaiming October as National Community Planning Month

Purpose/Background:

Each year, the American Planning Association celebrates October as National Community Planning Month. This year carries special meaning for Ramsey as it completes an update to our Comprehensive Plan. This is also an opportunity to celebrate our community leaders and planners, especially the Planning Commission and the Comprehensive Plan Steering Committee. This year's theme for National Community Planning Month is 'Innovations in Planning'.

Action:

Motion to adopt resolution #17-10-258 proclaiming October as National Community Planning Month.

Attachments

Resolution #17-10-258

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 10:41 AM
Form Started By: JoAnn Shaw		Started On: 10/05/2017 09:33 AM
Final Approval Date: 10/05/2017		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-10-258

RESOLUTION PROCLAIMING OCTOBER AS COMMUNITY PALNNING MONTH

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Ramsey; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Ramsey and extend our heartfelt thanks for the continued commitment to public service by these professionals;

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

That the month of October 2017 is hereby designated as **Community Planning Month** in the City of Ramsey in conjunction with the celebration of National Community Planning Month.

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 10th day of October, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 12.**

Meeting Date: 10/10/2017

By: Colleen Lasher, Administrative Services

Information

Title

Adopt Resolution 17-10-262 to Amend the City's Personnel Policy

Purpose/Background:

The City provides group health insurance benefits to employees working at least 30 hours per week. Staff recommends amending eligibility to the City's group benefits, as follows: 1) consider permitting Council Members to participate in the City's group health insurance plan without affecting Council Members' total compensation from the City, and 2) consider amending the City's eligibility for group life insurance to include employees participating in PERA's phased retirement.

Council Member Health Insurance Eligibility
Staff recommends adding Council Members as eligible to enroll in the City's health insurance plan without increasing the Council Member's total compensation. Staff has consulted with the City's benefit's broker, the carrier and the City Attorney and have determined that changing the eligibility is allowed, with City Council approval.

Life Insurance for Phased Retirement Employees
Group benefits as a whole include health, dental and life insurance. Minnesota Statute 471.61, subd. 2b. Insurance continuation states "a unit of local government must allow a former employee and the employee's dependents to continue to participate indefinitely in the employer sponsored hospital, medical and dental insurance group that the employee participated in immediately before retirement" (under certain conditions). While the statute does address health and dental insurance, it does not address life insurance.

As the City Council is aware, PERA's phased retirement allows employees to participate for a maximum of 5 years. Currently, if a Phased Retirement employee wanted to continue their life insurance benefit they would be immediately required to elect COBRA which is limited to, in most cases, 18 months. In speaking with the City's benefits broker, staff learned the another City recently received approval from Sun Life, the same carrier as Ramsey, to allow PERA Phased Retirement employees to stay on the plan. Staff recommends this option for the City of Ramsey as well, pending approval by the carrier.

Notification:

N/A

Funding Source:

There is no additional funding required.

Recommendation:

To adopt resolution 17-10-262 amending the City Personnel Policy to do the following:
1) allow Council Members eligibly to the City's Group Health Insurance without increasing Council Member total compensation; and
2) allow employees participating in the PERA Phased Retirement Option eligibility to the City's group Life Insurance plan.

Action:

Motion to adopt resolution 17-10-262 to amending the City Personnel Policy to do the following:
1. Section 5.1 of the City's Personnel Policy is hereby amended to include the following paragraph:
City Councilmembers may participate in the City's group health insurance plan subject to the following conditions:
a. The City will contribute toward a City Councilmember's group health insurance premiums at the minimum rate required by the City's insurance carrier. If the City's insurance carrier does not require a minimum contribution from the City, the City will not contribute any amount toward the Councilmember's premiums.
b. The Councilmember will receive the contributions toward health insurance premiums described in Paragraph a, if any, in lieu of the same amount of the stipend paid to the City Councilmember for participating on the City Council. Before the City makes any contribution toward the Councilmember's insurance premiums, the Councilmember will execute an agreement declining payment of an amount of his or her stipend equal to the amount of the City's contribution toward the insurance premiums.
c. If the City's group health insurance carrier requires the City to contribute an amount toward premiums that is greater than the amount of the stipend paid to City Councilmembers, no City Councilmember will be eligible to participate in the group health insurance plan until such time as the Councilmembers' stipend equals or exceeds the amount of any required minimum City contribution toward the group health insurance premiums.
d. City employees participating in the PERA Phased Retirement option shall be eligible to stay on the City's Life Insurance plan.

Attachments

Resolution 17-10-262

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/06/2017 04:26 PM
Form Started By: Colleen Lasher		Started On: 10/06/2017 03:47 PM
Final Approval Date: 10/06/2017		

Councilmember _____ introduced the following resolution and moved its adoption:

RESOLUTION # 17-10-262

RESOLUTION AUTHORIZING AMENDMENT TO CITY PERSONNEL POLICY

WHEREAS, the City provides group health insurance benefits to its employees;

WHEREAS, the City Council has the authority to set the compensation for Councilmembers; and

WHEREAS, the City Council wishes to permit Councilmembers to participate in the City's group health insurance plan without affecting Councilmembers' total compensation from the City; and

WHEREAS, the City Council has the authority to allow PERA Phased Retirement employees eligibility to stay on the City's Life Insurance Policy.

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

1. Section 5.1 of the City's Personnel Policy is hereby amended to include the following paragraph:

   City Councilmembers may participate in the City's group health insurance plan subject to the following conditions:

   a. The City will contribute toward a City Councilmember's group health insurance premiums at the minimum rate required by the City's insurance carrier. If the City's insurance carrier does not require a minimum contribution from the City, the City will not contribute any amount toward the Councilmember's premiums.

   b. The Councilmember will receive the contributions toward health insurance premiums described in Paragraph a, if any, in lieu of the same amount of the stipend paid to the City Councilmember for participating on the City Council. Before the City makes any contribution toward the Councilmember's insurance premiums, the Councilmember will execute an agreement declining payment of an amount of his or her

stipend equal to the amount of the City's contribution toward the insurance premiums.

c. If the City's group health insurance carrier requires the City to contribute an amount toward premiums that is greater than the amount of the stipend paid to City Councilmembers, no City Councilmember will be eligible to participate in the group health insurance plan until such time as the Councilmembers' stipend equals or exceeds the amount of any required minimum City contribution toward the group health insurance premiums.

d. City employees participating in the PERA Phased Retirement option shall be eligible to stay on the City's Life Insurance plan.

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 10th day of October, 2017.

_____
Mayor Sarah Strommen

ATTEST:

_____
City Clerk Jo Ann M. Thieling

CC Regular Session **4. 13.**

Meeting Date: 10/10/2017

Submitted For: Grant Riemer, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Information

Title

Report from Public Works Committee dated September 19, 2017.
1. Consider Recommendation to City Council Regarding Connexus Energy's Special Assessment for Sunwood Drive Reconstruction: The Committee agreed that the assessment policy must be fair and added the consultant will provide a valuation, and the Committee will make a recommendation to the City Council.
2. Improving Pedestrian Crosswalk Visibility in the COR: Ratify the recommendation of the Public Works Committee to recommend that the City Council approve the purchase and installation of "in street pedestrian marking signs" as recommended by City Staff.
3. Consider Recommendation for City Council to Order Feasibility: Ratify the recommendation of the Public Works Committee to recommend that the City Council order a Feasibility Report for the 2018 Overlay Improvements, City Improvement Project #18-03.
4. Review Feedback and Next Steps for Comprehensive Plan Update Transportation Chapter: No Action Taken.

Purpose/Background:

The Public Works Committee held its regular meeting on September 19, 2017 and discussed the following cases:
1. Consider Recommendation to City Council Regarding Connexus Energy's Special Assessment for Sunwood Drive Reconstruction: City Engineer Westby reviewed the staff report and stated that up to 25% of costs of the Sunwood Drive Reconstruction project is proposed to come from special assessments to benefiting properties. Connexus Energy is one of nine properties that are proposed to be assessed for this project. Connexus uses Sunwood Drive as the primary access for their fleet of service vehicles. City Engineer Westby stated the Committee is requested to review two alternatives. Alternative #1 is to recommend that the City Council adopt special assessments consistent with the calculations outlined within the Feasibility Report. Alternative #2 is to recommend that the City Council adopt adjusted special assessments based on Committee recommendations. He added staff does not recommend that assessments be adjusted, and if Connexus Energy's assessment is reduced, all other assessment amounts will need to be reviewed and adjusted which could delay the Assessment Hearing and increase the City's overall contribution to the project. The Committee agreed that the assessment policy must be fair and added the City's consulting appraiser will provide a valuation report that will be considered by the City Council before adopting assessments.
2. Improving Pedestrian Crosswalk Visibility in the COR: Public Works Superintendent Grant Riemer reviewed the staff report, and stated City Staff has received resident comments about safety of drivers coming into the City Hall area on Sunwood Drive. There are twelve crosswalks on Sunwood Drive that were constructed with colored concrete, which was considered desirable at the time as it is less obvious. With 3,600 cars a day, the colored concrete crosswalks do not stand out. Public Works Superintendent Riemer stated in-street pedestrian crossing signs are 89% effective at 30 miles per hour, and they are portable and removable. However, holes would have to be drilled in the concrete, which is not preferable. Two pedestrian warning signs are proposed west of Center Street and near the Ramsey Office Building. Ratify the recommendation of the Public Works Committee to recommend that the City Council approve the purchase and installation of "in street pedestrian marking signs" as recommended by City Staff.
3. Consider Recommendation for City Council to Order Feasibility: City Engineer Westby reviewed the proposed 2018 Overlay Improvements, along with estimated project costs and estimated assessments for each project area. He added most of the overlay is proposed for areas located in the west part of Ramsey. City Staff will request City Council approval to prepare a Feasibility Report for this project. Ratify the recommendation of the Public Works Committee to recommend that the City Council order a Feasibility Report for the 2018 Overlay Improvements, City Improvement Project #18-03.

4. Review Feedback and Next Steps for Comprehensive Plan Update Transportation Chapter: Community Development Director Tim Gladhill stated the City of Ramsey's Comprehensive Plan will be reviewed in October and again at the end of December 2017. He added a draft Comprehensive Plan is due for submission by June 2018. He noted City Staff have been collecting raw data through communication with residents, and transportation issues are a big priority. No Action Taken.

Action:

Motion to ratify the recommendation of the Public Works Committee.

Attachments

Agenda

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	10/05/2017 10:22 AM
Grant Riemer	Jo Thieling	10/05/2017 03:28 PM
Kurt Ulrich	Kurt Ulrich	10/05/2017 04:13 PM
Form Started By: MaryJo Warner		Started On: 10/03/2017 08:41 AM
Final Approval Date: 10/05/2017		

City of Ramsey
Agenda
Public Works Committee
Tuesday, September 19, 2017
5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

1. Call to Order

2. Citizen Input

3. Approve Agenda

4. Approve Minutes

1. Approve Public Works Committee Meeting Minutes.

5. Committee Business

1. Consider Recommendation to City Council Regarding Connexus Energy's Special Assessment for Sunwood Drive Reconstruction

2. Improving Pedestrian Crosswalk Visibility in the COR

3. Consider Recommendation for City Council to Order Feasibility Report for 2018 Overlay Improvements

4. Review Feedback and Next Steps for Comprehensive Plan Update Transportation Chapter

6. Committee/Staff Input

1. Staff Updates on Improvement Projects and Items of Interest

2. Review Future Topics Calendar

7. Adjournment

Public Works Committee **4. 1.**

Meeting Date: 09/19/2017
Submitted For: Grant Riemer, Engineering/Public Works
By: MaryJo Warner, Engineering/Public Works

Title:
Approve Public Works Committee Meeting Minutes.

Purpose/Background:
To review and approve the attached Public Works Committee meeting minutes for June 20, 2017 and July 18, 2017.

Timeframe:
5 minutes.

Observations/Alternatives:
n/a

Funding Source:
n/a

Recommendation:

Action:
Motion to approve Public Works Committee meeting minutes for June 20, 2017 and July 18, 2017.

Attachments

June Minutes
July Minutes

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	09/13/2017 12:58 PM
Kurt Ulrich	Kurt Ulrich	09/14/2017 03:26 PM
Form Started By: MaryJo Warner		Started On: 09/13/2017 08:37 AM
Final Approval Date: 09/14/2017		

PUBLIC WORKS COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Public Works Committee conducted a regular meeting on Tuesday, June 20, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Chris Riley Councilmember Jill Johns Councilmember Mark Kuzma
Absent:	Councilmember Melody Shryock
Also Present:	Public Works Superintendent Grant Riemer City Engineer Bruce Westby

1. CALL TO ORDER

Chairperson Riley called the regular meeting of the Public Works Committee to order at 5:35 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

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

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Johns and Kuzma. Voting No: None.

4. APPROVE MINUTES

4.01: Approve May 16, 2017, Meeting Minutes

Motion by Councilmember Johns, seconded by Councilmember Kuzma, to approve the following minutes:

Regular Meeting Minutes dated May 16, 2017

Motion carried. Voting Yes: Councilmembers Johns and Kuzma. Voting No: None. Abstained: Chairperson Riley.

5. COMMITTEE BUSINESS

5.01: Pedestrian Crosswalk Applications in the City of Ramsey

Public Works Superintendent Riemer gave a presentation with photos of a variety of crosswalks within the City of Ramsey. He added location, sight distances, traffic speeds, and pedestrian and traffic volumes all factor into the decision about whether to install a crosswalk, and what type of crosswalk to consider. Public Works Superintendent Riemer stated crosswalks in The COR are designated by a different color concrete than the roadway. He added some standard residential crosswalks have a recessed curb so pedestrians can see oncoming traffic even if cars are parked nearby.

Councilmember Kuzma what the textured metal plate is for.

Public Works Superintendent Riemer stated that is an ADA requirement so the crosswalk can be identified by disabled people.

Public Works Superintendent Riemer stated a solar-powered flashing crosswalk on Armstrong Boulevard was installed for the Game Fair, and originally had portable stop lights. He added crosswalks in the roundabout have a middle median which gives pedestrians a place to stop until it is safe to proceed. He noted a crosswalk with a solar-powered rectangular rapid flashing beacon on Armstrong Boulevard is pedestrian activated and flashes for 30 seconds to warn motorists when a pedestrian is using the crosswalk..

Councilmember Kuzma stated this is helpful information, and asked whether it is available to the public.

Public Works Superintendent Riemer stated details about crosswalks have not been presented with this level of detail. Public Works Superintendent Riemer stated HAWK crosswalk systems have traffic signals activated when a pedestrian pushes a button. He added a yellow light flashes, then goes to solid yellow, then a solid red double light located above the yellow lights indicates that pedestrians can safely enter the crosswalk. He noted there is an example of a HAWK crosswalk system in Coon Rapids' Riverdale Village.

Councilmember Kuzma stated he does not think the HAWK crosswalk in Coon Rapids is functional.

Public Works Superintendent Riemer stated the HAWK system is similar to a regular traffic signal.

City Engineer Westby stated the HAWK system lights are only activated if a pedestrian pushes the button, so roadways are more free-flowing.

Public Works Superintendent Riemer stated a ratings system called Pedestrian Level of Service (LOS) is used to determine whether a crosswalk is required at a certain location. He added LOS evaluates and rates how a crossing is functioning.

Councilmember Kuzma asked whether there are any crosswalks in the City of Ramsey that have been rated D.

Public Works Superintendent Riemer stated he only has data for two crosswalks located on high speed roads.

Councilmember Johns asked whether this process is used every time a crosswalk is being considered.

Public Works Superintendent Riemer stated that depends upon various factors, including whether concerns are raised by residents.

Public Works Superintendent Riemer stated a review involves the collection of traffic and roadway data – whether there is a median, width of roadway, and stopping sight distance. He added the State of Minnesota stipulates 20 pedestrians crossing per hour for a crosswalk to be considered. He noted two 24-hour traffic counts are completed and averaged together.

Councilmember Johns stated, with regard to the Variolite Street/161st Avenue intersection, the City Council had requested more enforcement on Thursday evenings due to games at the park.

Public Works Superintendent Riemer confirmed that the Police Department is aware of this request.

Chairperson Riley stated there are many distractions and concerns in residential neighborhoods, including children, other vehicles, and more narrow roadways. He added residential crosswalks can often be overlooked and drivers are past the crosswalk before they realize they should have stopped.

Councilmember Johns stated this is only an issue at certain times of the year.

Public Works Superintendent Riemer stated some of the responsibility needs be on the pedestrian as well as the motorist.

Chairperson Riley asked whether there was an issue regarding the line for the turn lane a few blocks south of the Variolite Street/161st Avenue intersection.

City Engineer Westby stated that is the current design being recommended by the Minnesota Department of Transportation (MnDOT).

Chairperson Riley stated this has been very helpful information. He added the request for a crosswalk at the Variolite Street/161st Avenue intersection could be denied based on the City's evaluation. He added a statement explaining the evaluation process should be prepared.

5.02: Consider Recommending City Council Approval of Plans and Specifications for Riverdale Drive Extension – Traprock Street to Ramsey Boulevard, Improvement Project 16-20

City Engineer Westby stated the Riverdale Extension plans have been submitted to the Minnesota Department of Transportation (MnDOT). City Staff will be meeting with MnDOT representatives this week for a final plan review and to receive comments. The plans will be presented to the City Council at their June 27, 2017, Regular Meeting, for final plan approval and to authorize bids.

City Engineer Westby stated MnDOT has indicated that they have a brief list of comments. He added City Staff plans to have bids advertised by Friday, June 30, 2017. He noted the project is scheduled to be completed in 2017.

Councilmember Kuzma asked whether there was a problem with the grant.

City Engineer Westby stated there is no problem, and that the original agreement with MnDOT required the project to be let by June 30, 2017. He added that he spoke to MnDOT and there is a work around if the project is not let by this date so the funding is secure.

City Engineer Westby stated the interior construction will be completed first and the connections to existing streets at each end will be made last to minimize impacts. He noted Holiday has reviewed and agreed to the plan in general, and that accommodations are being made for pedestrian access.

Chairperson Riley asked whether there will still be access to Highway 10 at Traprock Street.

City Engineer Westby stated the access to Traprock Street will be removed at the end of the project, along with the median crossover for westbound Highway 10.

Motion by Councilmember Kuzma, seconded by Councilmember Johns, to recommend that the City Council approve plans and specifications for Riverdale Drive Extension – Traprock Street to Ramsey Boulevard, Improvement Project 16-20.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Kuzma and Johns. Voting No: None.

5.03: Consider Recommending City Council Approval of Plans and Specifications for Sunwood Drive Striping Improvements, Improvement Project 17-04

City Engineer Westby stated the Public Works Commission had reviewed this item briefly at their May 16, 2017, meeting. He added the proposed plans include the addition of dedicated right and left turn lanes on Sunwood Drive. He noted these turn lanes will create a safer configuration for pedestrians and better traffic flow.

City Engineer Westby stated the addition of a right turn lane onto Center Street will require the loss of several parking spaces. He added seal coating will be completed from Zeolite Street to Armstrong Boulevard before striping, and from Rhinestone Street to Ramsey Boulevard, and that all striping work will be completed by the end of August 2017.

Chairperson Riley asked whether the old stripes will be removed first.

City Engineer Westby confirmed this.

Motion by Councilmember Kuzma, seconded by Councilmember Johns, to recommend that the City Council approve Plans and Specifications for Sunwood Drive Striping Improvements, Improvement Project 17-04.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Kuzma and Johns. Voting No: None.

5.04: Consider Recommending City Council Authorization to Prepare Plans and Specifications for Puma Street Utility Extensions, Improvement Project #17-10

City Engineer Westby reviewed the staff report, and explained that two development proposals, Capstone Homes and the Riverstone development, are proposed to be served by City water and sanitary sewer. Utilities must be extended north along Puma Street to serve additional homes in the Riverstone development. Staff proposes to prepare final design plans and specifications for this improvement project. All costs to extend utilities are proposed to be paid through City sewer and water funds. The developer will pay for a portion of the public infrastructure costs via an assessment agreement, plus a portion of the utilities via trunk utility fees which are paid at the time of development. However, some additional costs are required to remove existing pavement and replace it with temporary aggregate surfacing. Capstone will cover all of these costs via their assessment agreement.

Councilmember Kuzma asked whether the house on the corner of Bunker Lake Boulevard and Puma Street will pay anything.

City Engineer Westby stated staff met with the residents and they will not be party to the assessment agreement.

City Engineer Westby stated the utilities are estimated to cost $750,000, and that the additional costs for pavement removal and temporary aggregate surfacing are roughly estimated to cost $100-150,000. The Capstone developers have estimated utilities at $88,000, so that would be an

additional cost. City Engineer Westby stressed the importance of moving forward to make this project work.

Chairperson Riley stated he was initially concerned that the City was getting ahead of itself with this project, and the current plans take it even further. He asked why this needs to be extended down Bunker Lake Boulevard.

City Engineer Westby stated the phasing of the Riverstone development will require Bunker Lake Boulevard utilities to serve homes at the south end of their site. He added, in the next phase, for the development to be graded and more homes constructed over the winter, services need to be extended north along Puma Street.

Chairperson Riley asked whether they have plat approval.

City Engineer Westby stated they do not have plat approval.

Councilmember Kuzma requested clarification regarding the timing of the proposed improvement project and Riverstone's timeline, and whether guarantees can be obtained that they will not back out.

City Engineer Westby stated they are going as fast as they can, and the City has submitted the first draft of the assessment agreement to them.

Chairperson Riley stated they are asking the City to do this out of sequence, without a finalized agreement, following their plan and not the City's own project timeline.

Councilmember Kuzma agreed. He stated it would not be unusual to require a guarantee, as the City is financially committed at this point.

Councilmember Johns agreed. She added a requirement of starting the project could be a guarantee or commitment from the developer, since the City will be out $890,000 if the project falls through.

Chairperson Riley stated he would like to request regular updates from the developer, and some sort of credit to assist with costs.

Councilmember Johns asked what would be the total amount to be requested from the developer as a guarantee.

Chairperson Riley stated the total is $800,000 plus 100% of road construction costs. He expressed concern that the developer is pushing the City to do something that he does not agree with.

Chairperson Riley stated the utilities along Bunker Lake Boulevard are in the right of way, and generally do not affect the roadway. He asked what would happen if they need to extend utilities even further, up Puma Street to Alpine Drive.

City Engineer Westby stated that may happen as the developer will be developing the full 80 acres over the next decade or so.

Chairperson Riley asked whether the utility extensions along Bunker Lake Boulevard and the first half of Puma Street would all be completed as one project if the City moves forward.

City Engineer Westby stated the contract will be awarded this week for utilities for Bunker Lake Boulevard, which is a standalone project. He added this other project will be completed by November.

Chairperson Riley asked whether it would be acceptable to do the rest of the utilities.

City Engineer Westby it is always preferred if possible to tie in to the existing pavement, to ensure that streets are completed.

Chairperson Riley asked why that section of Bunker Lake Boulevard needs to be upgraded.

City Engineer Westby stated the future business park report calls for a 3-lane road with center turn lane. He added that Bunker Lake Boulevard was constructed as a 4-lane section due to the River crossing, and the intersection was originally set up for a four-lane design. He noted it will have to transition to a 3-lane segment towards Puma Street.

Chairperson Riley asked whether that segment will be repaved along with Puma Street, and will be part of the assessment agreement.

City Engineer Westby confirmed this.

Chairperson Riley requested that a specific number, approximately $250,000, be included as a condition of approval. City Engineer Westby agreed to make this request of Capstone.

Motion by Councilmember Kuzma, seconded by Councilmember Johns, to recommend that the City Council authorize Puma Street Utility Extensions, with the following added condition:

> -A letter of credit or some other financial guarantee be requested from the developer to cover engineering expenses and additional City expenses.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Johns and Kuzma. Voting No: None.

City Engineer Westby reiterated this will be reviewed by the City Council at their June 27, 2017, Regular Meeting.

Chairperson Riley requested that City Staff provide a review of milestones that have been achieved to date.

Councilmember Kuzma stated he is still not comfortable with the 29-foot driveway.

City Engineer Westby requested clarification regarding milestones.

Chairperson Riley stated the developer has continued to move forward with the project even though they do not even own the property, and there is no assessment agreement. He added he would like to know that the developer is staying on track, and what the developer has expended, to ensure their level of commitment to the project.

City Engineer Westby stated a proposed timeline for moving forward could be provided by City Staff. Chairperson Riley agreed.

6. COMMITTEE / STAFF INPUT

6:01 Staff Updates on Improvement Projects and Items of Interest

City Engineer Westby stated a project review document was provided in the meeting packet.

City Engineer Westby stated the City Council Meeting on June 27, 2017, will include a Consent Agenda item related to final payment for River Trail Phase 3.

City Engineer Westby stated North Valley, the contractor for Alpine Drive and Sunwood Drive reconstruction projects, has indicated that these projects will begin in August 2017. He added the projects will be completed and then paved concurrently.

City Engineer Westby stated 2 businesses on Sunwood Drive, Class C Components and In'tech Industries, have indicated that the reconstruct project will negatively impact their ability to receive shipments. He noted their driveways will be repaired over the holiday weekend beginning on June 30, 2017, and both businesses have been very understanding.

City Engineer Westby stated City Staff is compiling a final punch list, and working with property owners to get irrigation systems finished. He reviewed an on-going situation with one residential property that has a colored concrete edge along their concrete driveway. He added the resident has been working with the contractor to replace the concrete, unbeknownst to City Staff.

6:02 Review Future Topics Calendar

City Engineer Westby stated he hopes to review the Gibbon Street and 173rd Avenue drainage issue and Sunfish Lake sedimentation basin at the Public Works Commission's next meeting.

Chairperson Riley stated he would like to request a discussion about changing the name of the segment of Zeolite Street in The COR to something more in keeping with the uses and functions in The COR.

Councilmember Kuzma requested an update on the gas station.

City Engineer Westby stated demolition contracts are being reviewed, including a proposal from Hakanson Anderson. He added demolition should take place this summer. He noted City Staff have been considering future use of the site, including overflow parking for neighboring businesses.

City Engineer Westby asked whether the Public Works Commission is interested in talking about the site.

Chairperson Riley stated he would like to discuss the current tree coverage, to open the space up and make it more visible and less of a parking lot.

City Engineer Westby stated he can add that the July meeting agenda.

Chairperson Riley asked whether the parcel could be divided, and part of it used for parking, if the City does not need the whole parcel.

City Engineer Westby stated stormwater ponding is proposed for part of the site, but there could be a small remnant. He added there are certain restrictions related to the site.

Councilmember Kuzma asked for an update regarding the privacy fence at the Anoka sanitation facility.

City Engineer Westby that is supposed to happen but he has not heard anything, but he agreed to look into it.

7. ADJOURNMENT

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

Motion carried.

The regular meeting of the Public Works Committee adjourned at 6:47 p.m.

Respectfully submitted,



Grant Riemer
Public Works Superintendent

Drafted by Mary Mullen
TimeSaver Off Site Secretarial, Inc.

PUBLIC WORKS COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Public Works Committee conducted a regular meeting on Tuesday, July 18, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Chris Riley Councilmember Jill Johns Councilmember Mark Kuzma
Absent:	Councilmember Melody Shryock
Also Present:	Public Works Superintendent Grant Riemer City Engineer Bruce Westby Community Development Director Timothy Gladhill Chief of Police Jeff Katers Captain Tim Frankfurth

1. CALL TO ORDER

Chairperson Riley called the regular meeting of the Public Works Committee to order at 5:30 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

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

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Johns and Kuzma. Voting No: None.

4. APPROVE MINUTES

4.01: Approve June 20, 2017, Meeting Minutes

Chairperson Riley stated there was a change he wanted to make in the minutes, but he could not find the change. Mr. Gladhill stated this item can be tabled and reviewed.

Motion by Councilmember Johns, seconded by Councilmember Kuzma, to table the June 20, 2017, Public Works Commission Meeting minutes.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Johns and Kuzma. Voting No: None.

5. COMMITTEE BUSINESS

5.01: Review Anoka County Street Name Grid

Community Development Director Manager Gladhill stated requests have been received from several northern border developments to deviate from the Anoka County street naming grid. He added all streets were laid out in a grid fashion, using an orderly naming convention in general, for ease of use within community, which determines house numbers and street numbers. He noted these requests are based on the perceived quality of the street names.

Mr. Gladhill stated several representatives of the Police Department were present to talk about how they use the grid, and how important it is to them to be able to use it wherever possible. He added the City has the authority to deviate from the street naming grid, but there is a benefit to keeping it. He noted Capstone has indicated they would prefer to deviate from street names like Rabbit, Sloth and Tiger, as well as Zeolite and Quagga.

Mr. Gladhill stated street name deviations were used in the COR on a few projects. He added, for instance, Center Street would have been Variolite Street, and Ramsey Parkway would have been 148th Avenue.

Mr. Gladhill stated changing the street names would impact safety team response, as Geographic Information Systems (GIS) systems technology is not always reliable. He added it is easier for mutual aid partners from other cities to use the grid and follow the street names. He asked the Chief Katers and Captain Frankfurth who were present if they had any comments or feedback on this issue. He noted more details on this issue will be available in the coming weeks, and this is a preliminary review for the Public Works Committee.

Chief of Police Jeff Katers thanked Mr. Gladhill for his accurate summary. He added the Police Department relies heavily on GIS systems, but they can potentially fail, and in times of disaster, they do fail. He noted outside agencies are often relied on for assistance, and if street names are changed, they would have to rely on a map, unless it is a place they know and have been to before.

Chief Katers stated he understands the names are not the best choice. He added maybe other animal names could be used, or a category within a specific zone, so first responders can find the streets. He noted a large wall map is used to train new officers as well as mapping systems, to ensure that they know major thoroughfares, and can respond without a map.

Councilmember Kuzma stated it would be difficult to look at a map at night in the dark.

Chief Katers agreed, adding there is more risk involved in terms of situational awareness, and the risk of officers giving way their position by turning on a light in their vehicle.

Captain Tim Frankfurth stated it is a consistency issue, and responders need to be able to rely on their past training. He added the grid map is consistent from north to south, and dispatchers can name any street to responders and they will know where the street is located. He noted he can understand why the names were changed in the COR, but changing other developments will lead to confusion, and responders have enough to worry about without trying to figure out where they are going.

Captain Tim Frankfurth stated he agrees that names such as Quagga and Sloth are not desirable, and they have not been built yet. He added another animal name using the same letter could be used.

Captain Frankfurth stated Rabbit is a concern because it is a lengthy street, so the whole street would have to be changed.

Councilmember Kuzma asked if these animal street names are used in other parts of Anoka County, and whether changing the names would be a problem for them. He added Ramsey should not deviate from the street names grid if it is established elsewhere.

Chairperson Riley stated the same first letter could be still be used.

Councilmember Johns asked whether are there other names that are not currently being used that could be considered.

Captain Frankfurth confirmed this, adding he was referring to the current development.

Chairperson Riley stated these specific names are being mentioned because they were they likely to be used in the Riverstone addition.

Mr. Gladhill confirmed this, adding Capstone would like to replace those four names.

Councilmember Johns stated she would support changing the names that do not have addresses yet, such as Sloth, and only the grid within City limits.

Mr. Gladhill confirmed that the Public Works Commission has indicated they are not opposed to staying with alphabetical animal names.

Chairperson Riley agreed and stated changing Puma would only affect one address.

Mr. Gladhill confirmed this. He added all new parcels would be based off new internal roads. He added there is not a north/south road in the Riverstone addition.

Chairperson Riley asked whether the developer gets to pick the majority of street names.

Mr. Gladhill stated the City picks the street names. He added this issue will be discussed during the final plat review for Riverstone at next week's City Council meeting.

Chairperson Riley asked whether there is a Zeolite Street in the north that lines up with the COR's temporary road named Zeolite.

Captain Frankfurth confirmed this.

Chief Katers stated he just did an online search, and Nowthen changed Sloth to Sugarbush Road.

Chairperson Riley stated he still would like to see Zeolite changed. He asked whether there will there be any addresses on it.

Mr. Gladhill stated there will not be addresses on the current segment of Zeolite, and the development plan does not show a connection, but plans can change. He agreed to look into that.

Chairperson Riley asked whether Zeolite is a permanent street.

Mr. Westby stated it will eventually be permanent but it is not right now.

5.02: Review Feedback and Next Steps for Comprehensive Plan Update Transportation Chapter

Community Development Director Manager Gladhill stated one of the more important chapters of the Comprehensive Plan is the Transportation chapter. He added City Staff have been working with WSB to come up with technical aspects of the chapter that need to be accomplished by Statute for the Metropolitan Council. He noted the first phase of public engagement is close to completing, and City Staff is looking at the next phase, which is drafting the plan.

Mr. Gladhill stated the City Council wants to take a wholistic approach to the Comprehensive Plan. He added City Staff wants to check with the Public Works Commission to go through existing goals and strategies as well as suggested goals. He noted he would highlight issues that the public helped develop.

Mr. Gladhill stated Highway 10 is a critical point, as well as a potential river crossing. He added that is a long-term vision, as there are other priorities and funding required in other areas. He noted community members have brought up a potential crossing over the Rum River to ease congestion, and City Staff have discussed this with Andover City Staff but a joint work session is necessary.

Mr. Gladhill stated feedback has been received from residents related to adding shoulders and speeds on County roads, in particular Green Valley Road. He added the Anoka County Highway Department seems open to helping with corridor studies. He noted the Transportation chapter will have broad goals, including corridor studies over the next 10 years, but these issues will require follow-up plans after the chapter is complete.

Mr. Gladhill stated the topic of another east/west connection is a high priority. He added Sunwood Drive and Alpine Drive were segments that were the result of planning, and 167th Avenue is planned for another east/west connector. He added a corridor study of Green Valley Road, 173rd Avenue and 179th Avenue might be a good plan as that area attracts a lot of attention. He noted the golf course property owner has developers interested in developing that property, which will put some pressure on that corridor.

Mr. Gladhill stated the Commission should consider whether Transportation sample goals and objectives should be added to the overall plan which has its own strategies and goals. He added it might be good to have some general goals for the plan moving forward.

Scott Mareck, WSB & Associates, stated the requirements and guidelines that are followed for the Comprehensive Plan come from the Metropolitan Council, and broad goals and objectives provide an umbrella as far as what the City wants to achieve. He added Mr. Gladhill has mentioned a few of the overall goals for the City of Ramsey are safe and efficient motorized and non-motorized systems, and connectivity with regional corridors for both transit and roadways. He noted he has provided City Staff with a generic template for the Transportation chapter, and there is no right or wrong way to compile the goals and objectives except to consider that which is most important to the specific community.

Mr. Mareck stated some goals that other communities have included are system preservation, pavement quality, signage and supportive infrastructure. He added strategies to maintain quality conditions, and environmental impacts are often recorded as priorities, and some communities address issues related to major freight and truck corridors, such as Highway 10, as well as access management related to land use and roadways. He noted more access creates less mobility in major corridors.

Mr. Mareck stated the Comprehensive Plan Transportation chapter identifies long and short-term goals and issues in association with the Minnesota Department of Transportation (Mn/DOT), as well as Ramsey County, and provides confirmation that these are the transportation issues with the City of Ramsey is most concerned for the future.

Councilmember Kuzma asked what Mr. Mareck's role is in connection with the City's Comprehensive Plan.

Mr. Mareck stated WSB is retained by the City to help prepare the Transportation chapter.

Councilmember Kuzma stated everything Mr. Mareck has said seems to be redundant in terms of what has already been reviewed and discussed. He added the real problem is the lack of funding that would allow the City to be able to follow through with the plans that are identified in the Comprehensive Plan. He asked what WSB is contracted to provide for the City, and what it will cost.

Mr. Gladhill stated strategies are developed by City Staff to ensure that the Comprehensive Plan moves forward toward completion. He added WSB provides assistance with and support for technical aspects of the Transportation chapter, traffic forecasts, as well as analysis for transportation and land use issues. He noted City Staff does not have those types of services in-house.

Mr. Gladhill stated a $32,000 grant was received by the City to help with Comprehensive Plan completion. He added Land Use is another important component of the Comprehensive Plan. He noted many grants are received by the City for projects because they have already been identified as priorities in the Comprehensive Plan.

Chairperson Riley stated the Comprehensive Plan document is a way of documenting goals and plans that the City is already talking about and in some cases, in the process of completing.

Mr. Gladhill agreed and stated a few topics that will garner attention from residents are the Variolite Street connection from the north to the COR, which has been a heated topic. He added it would be helpful to identify an appropriate plan for resolving that issue. He added another topic for discussion is the proposed rail station circulator shuttle pilot project that has been suggested by Anoka County for the City of Ramsey.

Chairperson Riley stressed the importance of taking public comment, but identifying specific resident complaints as opposed to goals and strategies that need to be developed.

Mr. Gladhill agreed, adding City Staff tries to provide its own analysis, and then looks to the Public Works Commission for further direction.

Chairperson Riley stated a new corridor has been discussed for access to new neighborhoods, but it has also been acknowledged that Highway 47 is a problem that cannot be fixed. He added Highway 10 is also a real problem that the City is doing its best to figure out. He expressed concern about looking at a new corridor when the existing corridors do not work.

Mr. Gladhill stated there are no resources to study that issue. He added the solution could be to look at an intersection as development occurs, or potential re-alignment, but not construct an entire corridor.

Councilmember Johns asked whether a potential pedestrian crossing is still being considered.

Mr. Mareck stated that is part of the plan.

Councilmember Johns stated a pedestrian crossing is important especially as it relates to a potential river crossing project. She expressed support for keeping a pedestrian access plan in the Transportation chapter.

Councilmember Johns stated they were doing a trail crossing at Highway 47, and she asked whether any of that has changed.

Mr. Gladhill stated that can be identified in the Comprehensive Plan as an area for further study, and if a plan can be determined that includes support from Coon Rapids, that might improve the chances of receiving funding. Chairperson Riley stated he supports that idea.

Chairperson Riley stated, with regard to a Rum River crossing, pressure would be removed If we Highway 47 is not upgraded. He added there is already a right of way under the wires at Alpine Drive, and the longer the City goes without acting, the more development will occur in the meantime. He noted a river crossing at Highway 47 would be very beneficial for Ramsey residents.

Mr. Gladhill stated there been some pressure to take it out of the Transportation plan. He added if it stays in the plan, that will keep it as a priority goal in terms of Mn/DOT projects.

Chairperson Riley stated the City has a trail plan already but having it in the Transportation plan will make it more formalized, and create the possibility of strategic connections.

Mr. Gladhill stated City Staff is working on the Park and Trails Map. He added that will be reviewed by the Park and Recreation Commission.

Councilmember Johns stated the School District will having a referendum vote in the fall 2017. She asked whether the results of that vote will be in by the time the Comprehensive Plan is due for submission. She stressed the importance of ensuring that trails and pedestrian connectivity are included in conversations with the School District.

Mr. Gladhill stated it is hoped that a significant draft will be done by the end of 2017.

Councilmember Johns reiterated that a trails plan must be included.

Mr. Gladhill stated City Staff is planning an internal coordination meeting and community workshop to review transitions within neighborhoods, and how to get traffic across Brookfield.

Councilmember Johns stated there is not a lot of trail connection there, and it is important to capture that.

Chairperson Riley asked whether this will be reviewed again in a month or two.

Mr. Gladhill stated it is hoped that the planning maps will be reviewed by the City Council at an upcoming work session. He added more detail can be provided for the Public Works Commission's review before it goes to the full City Council. He noted chapter narrative can be developed after the planning maps are reviewed, and the Public Works Commission should determine priority issues that require study but which the City is not able to execute.

6. COMMITTEE / STAFF INPUT

6.01: Staff Updates on Improvement Projects and Items of Interest

City Engineer Westby reviewed current projects, including Alpine Drive and Sunwood Drive reconstruction projects. He added conferences are planned for those two projects on Wednesday, July 19, 2017, at 10:00 a.m.

Mr. Westby stated curb and gutter replacement on Alpine Drive will start on July 25, 2017, with construction on Sunwood Drive starting on July 31, 2017. He added the north closure of Alpine Drive won't occur until the end of August, and some signage will be placed this week. He noted signage is required to be posted 10 days before the road can be closed.

Mr. Westby stated 2017 crack seal and seal coat improvements will start in late July and run into August 2017. He added Sunwood Drive striping bids open on Friday, July 19, 2017. He noted this will be reviewed by the City Council at their July 25, 2017, Regular Meeting.

Mr. Westby stated Bunker Lake Boulevard utilities extension will start late this month and be completed by August 25, 2017.

Mr. Westby stated the City Council will be asked to authorize preparation of plans for the Puma Street extension as well as review several issues related to Riverstone utilities.

Mr. Westby stated an Items of interest that was discussed at the Commission's last meeting related to temporary fencing. He added there are no requirements for that, and it is up to the owner. He noted the property owner is aware that the City of Ramsey has been discussing this issue, and they wanted to comment that there was no request made by the owner.

Councilmember Johns stated she thought someone stated at the last meeting that they were going to put the fence in.

Mr. Westby stated they said they were open to that, but have no plans to complete that in the near future.

Councilmember Johns asked for an update on the patching on 167th Avenue.

Mr. Riemer stated the patching must set for 3 days before the project can be swept.

6.02: Review Future Topics Calendar

Chairperson Riley stated he appreciates that most of the topics on the calendar are scheduled out with dates for completion. He asked if there are any additions or changes.

City Engineer Westby stated City Staff is assuming there will not be a meeting in August 2017, as there are no topics with August 2017 deadlines. He added it is the Commission's preference.

It was the consensus of the Ramsey Public Works Commission that there would be no meeting held in August 2017.

7. ADJOURNMENT

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

Motion carried.

The regular meeting of the Public Works Committee adjourned at 6:30 p.m.

Respectfully submitted,

_____

Grant Riemer
Public Works Superintendent

Drafted by Mary Mullen
TimeSaver Off Site Secretarial, Inc.

Public Works Committee **5. 1.**

Meeting Date: 09/19/2017

By: Bruce Westby, Engineering/Public Works

Title:

Consider Recommendation to City Council Regarding Connexus Energy's Special Assessment for Sunwood Drive Reconstruction

Purpose/Background:

Up to 25 percent of project funding for the Sunwood Drive Reconstruction project is proposed to come from special assessments to benefiting properties. A total of nine properties were identified as benefiting properties with this project. One of the nine properties is Connexus Energy whose primary access for their service vehicle fleet uses their access onto Sunwood Drive.

Connexus Energy has never formally objected to their preliminary assessment, but they have voiced concerns with their assessment on several occasions, and have met with Staff numerous times to discuss their assessment. However, Connexus Energy is now requesting to discuss their assessment with the Public Works Committee prior to the Assessment Hearing scheduled for October 10, 2017.

Attached is a copy of the Sunwood Drive Reconstruction project Feasibility Report which discusses how special assessments were calculated for this project, and includes a preliminary assessment map and roll as approved by the City Council. Also attached is a copy of the City's Special Assessments Policy.

Staff is preparing a brief presentation to summarize how special assessments were calculated for this project, including the Connexus Energy parcel. Mike Bash, Vice President and Chief Financial Officer for Connexus Energy, will be in attendance and will be prepared to present additional information to the Committee to explain why they believe their preliminary assessment should be reduced.

Timeframe:

Staff anticipates approximately 30 minutes will be needed for this case.

Observations/Alternatives:

Observations:

It is important to note that contributing traffic volumes and/or vehicle types were not considered in calculating assessments for any of the benefiting properties. Based on vehicle impacts of all existing benefiting properties, Connexus Energy's service vehicle fleet likely has the greatest negative long-term impact on the service life of Sunwood Drive.

Staff has discussed and reviewed Connexus Energy's concerns and arguments regarding their assessment on several occasions and believes that the assessment proposed is defensible and in accordance with state law. Consequently, we do not recommend reducing their assessment prior to the Assessment Hearing.

If Connexus Energy's assessment is reduced, all other assessment amounts will need to be reviewed and adjusted accordingly and concurrently, which could delay the Assessment Hearing and increase the City's overall contribution to the project.

Alternatives:

Alternative #1 - Motion recommending City Council adoption of special assessments for the Sunwood Drive Reconstruction project consistent with the preliminary assessment calculations outlined within the Feasibility

Report.

Alternative #2 - Motion recommending City Council adoption of special assessments for Sunwood Drive Reconstruction project based on the following assessment calculation adjustments; _____.

Funding Source:

Reducing special assessment amounts for this project would increase the City's contribution for this project.

Recommendation:

Staff recommends alternative #1.

Action:

No action is required at this time. Staff will include a copy of the minutes from this meeting as an attachment to the City Council case to be presented prior to the Assessment Hearing on October 10, 2017.

Attachments

Feasibility Report IP1700

Special Assessments Policy

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	09/14/2017 03:10 PM
Kurt Ulrich	Kurt Ulrich	09/14/2017 03:32 PM
Form Started By: Bruce Westby		Started On: 09/13/2017 10:52 AM
Final Approval Date: 09/14/2017		

FEASIBILITY REPORT

SUNWOOD DRIVE RECONSTRUCTION

CITY IMPROVEMENT PROJECT NO. 17-00

March 9, 2017

Prepared By:

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

March 9, 2017

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

Re: Feasibility Report - City of Ramsey Improvement Project #17-00
Sunwood Drive Reconstruction

Dear Mayor and City Council Members:

Transmitted herewith is a Feasibility Report for the proposed Sunwood Drive Reconstruction project between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard/CSAH 116 which examines the feasibility of reconstructing the bituminous street section and completing other appurtenant improvements.

This Feasibility Report examines the scope of the proposed improvements, explores estimated costs and available funding sources, defines a preliminary project schedule, and determines the necessity, feasibility and general cost-effectiveness of the proposed improvements, including any alternate designs, as well as whether the improvements would best be completed separately or in conjunction with another project.

I would be happy to discuss this report with you at your convenience. Please feel free to contact me at 763-433-9825 or bwestby@cityoframsey.com with any questions.

Sincerely,
City of Ramsey

Bruce Westby, PE
City Engineer

Enclosure

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

CERTIFICATION

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

Bruce Westby, PE

Date: March 9, 2017 License No. 40116

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

Leonard Linton, PE

Date: March 9, 2017 License No. 21112

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CERTIFICATION SHEET
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Appendix A
Figure 1 – Project Scope
Figure 2 – Typical Section
Project Site Pictures

Appendix B
Opinion of Probable Costs

Appendix C
Preliminary Assessment Map
Preliminary Assessment Roll

Appendix D
Geotechnical Exploration and Engineering Review (NTI – 30 pages)
Pavement Evaluations and Recommendations (WSB & Associates – 8 pages)

1. EXECUTIVE SUMMARY

City Improvement Project 17-00 proposes to reconstruct Sunwood Drive between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard /CSAH 116 which totals approximately 3,050 linear feet (0.58 miles) in length. A map showing the location and scope of the proposed improvements is included as ***Figure 1*** in ***Appendix A***.

This segment of Sunwood Drive was constructed in 1996 with 3.5 inches bituminous pavement, 5 inches class 5 aggregate base, B618 concrete curb and gutter, and concrete storm sewer. The street was constructed to a width of 40 feet from face-of-curb to face-of-curb, and is centered within an 80 foot wide right-of-way. The storm sewer system consists of numerous catch basins which drain runoff from the street to adjacent low-lying areas using concrete storm sewer pipes.

City staff evaluates and rates the condition of pavement sections on all city streets on an annual basis using the Pavement and Surface Evaluation Rating (PASER) system. In the fall of 2016, this segment of Sunwood Drive was rated with PASER ratings of 3 (between Bunker Lake Boulevard/CR 116 and Jaspar Street) and 4 (between Jaspar Street and Ramsey Boulevard/ CSAH 56). This indicates this segment of Sunwood Drive is past the point of completing mill and overlay improvements. The current condition of this street requires City staff to patch the street at least once per year, particularly before winter so the street can be plowed without further damaging the pavement in the process. Pictures of this segment of Sunwood Drive are located in ***Appendix A***.

Proposed improvements include removing and replacing all damaged concrete curb and gutter sections, and reconstructing the existing bituminous pavement section using a Stabilized Full Depth Reclamation, or SFDR, process. The SFDR process would involve milling the top 3 inches or so of existing bituminous pavement and disposing of the millings off site, after which the remaining existing bituminous pavement would be ground up and mixed with the existing aggregate base. This reclaim material would then be spread back over the existing subgrade, which will be reshaped and compacted as needed. An asphalt emulsion stabilizing agent will then be mixed into the reclaim material before it is shaped and compacted in place. Then 4 inches of new bituminous pavement will be placed on top. This will result in a 10-ton pavement design meeting current State Aid pavement design standards.

The existing storm sewer system is in good condition and based on preliminary review appears to meet all applicable current State Aid design standards so no improvements are proposed.

An off-street 10 foot wide bituminous trail exists along the north side of Sunwood Drive and is in relatively good condition so no improvements are proposed with this project.

The engineer's opinion of probable costs for completing the proposed improvements on Sunwood Drive as outlined in this report is $607,000. Estimated costs include 23% indirect costs for administrative, engineering, finance and legal costs. A summary of the engineer's opinion of probable costs is included in ***Appendix B***.

A total of 9 parcels have been identified as receiving special benefit from the improvements. These parcels are identified in the preliminary Assessment Map and Roll which are attached in ***Appendix C***.

A total of four pavement corings were completed by WSB and Associates (WSB) to assist with the preparation of this report. In addition, eleven soil borings were completed by Northern Technologies, Inc. (NTI). Both firms offered pavement design recommendations which were considered and incorporated to varying degrees while preparing this report. Copies of WSB's and NTI's reports are attached in ***Appendix D***.

This improvement project, which is listed in the City's current Capital Improvement Program, is proposed to be funded using a combination of special assessments to benefiting properties, street reconstruction bond proceeds, and stormwater utility funds.

Staff recommends using special assessments to pay for up to 25% of eligible improvement costs, which totals $151,750. A total of nine (9) assessable properties exist along the project corridor. Staff recommends using the "adjusted front footage" method of assessment. All costs for the proposed improvements are eligible for special assessments since the street is proposed to be reconstructed at its existing width, which meets current State Aid standards, and since both the existing and proposed pavement sections meet 10-ton design standards and are therefore equivalent sections.

Staff recommends ordering a special benefit consultation report for this project to verify that the proposed assessment amounts will not exceed the amount of benefit to any assessable property. If the report concludes that the benefit to any property is less than the proposed preliminary assessment rate, Staff will propose to lower the final assessment amount accordingly before the Assessment Hearing scheduled for October 10, 2017. And if the report verifies that the proposed assessments for certain properties are justified, Staff will propose to adopt the final assessments for those properties as preliminarily proposed.

Staff has discussed the proposed improvements and the proposed use of special assessments to pay for up to 25% of the improvements with all but one of the assessable property owners. Staff will present a general summary of the comments received prior to the Public Hearing on March 14th.

This project would best be constructed as a stand-alone project and is necessary, feasible, and cost-effective from an engineering standpoint, and can be constructed as proposed herein.

2. INTRODUCTION

2.1 Authorization

The preparation of this report was authorized by the Ramsey City Council on August 8th, 2016. This project has been designated as City Improvement Project No. 17-00.

2.2 Program Overview

In support of the City's long-term Street Maintenance Program, the existing bituminous pavement section is proposed to be reconstructed using a stabilized full-depth reclamation (SFDR) process, all damaged concrete curb and gutter sections will be removed and replaced, and other appurtenant work will be completed as outlined in this report.

The City's pavement evaluation process involves a visual evaluation of each street's pavement surface based on the type, extent and severity of each pavement distress observed. Numerous types of pavement distresses may exist within a pavement section including, but not limited to, alligator cracking, block cracking, longitudinal cracking, transverse cracking, rutting, raveling, shoving, potholes and patches. This field data is then used to rate the pavement condition.

The City uses the Pavement and Surface Evaluation Rating (PASER) system to rate pavement condition. A PASER rating is a numerical index between 1 and 10 indicating the condition of a pavement based on the various pavement distresses recorded during visual observations. A PASER rating of 10 represents brand new pavement, while a PASER rating of 1 represents a pavement section that has fallen into complete disrepair requiring full reconstruction.

In the fall of 2016, this segment of Sunwood Drive was rated with PASER ratings of 3 and 4, depending on location.

2.3 Scope

City of Ramsey Improvement Project 17-00 proposes to reconstruct the existing bituminous pavement, to remove and replace damaged concrete curb and gutter sections, and to complete other appurtenant work on Sunwood Drive between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard /CSAH 116 which totals approximately 3,050 linear feet (0.58 miles) in length.

The existing bituminous pavement is proposed to be reconstructed using a Stabilized Full Depth Reclamation, or SFDR, process. The SFDR process would involve milling roughly the top 3 inches of existing bituminous pavement and disposing of the millings off site. All remaining existing bituminous pavement would then be ground and mixed into the existing aggregate base. This reclaim material would then be spread over the existing subgrade, which will be reshaped and compacted as needed. A stabilizing agent, such as an asphalt emulsion, will be mixed into the reclaim material prior to shaping and compacting it. Four (4) inches of new bituminous pavement will then be placed on top of the stabilized reclaim material. This will result in a 10-ton pavement design meeting current State Aid pavement design standards.

A map showing the location and scope of the proposed improvements is included as ***Figure 1*** in ***Appendix A***.

3. EXISTING CONDITIONS

3.1 Existing Pavement and Soil Conditions

As-built record drawings show that the segment of Sunwood Drive between Ramsey Boulevard/ CSAH 56 and Bunker Lake Boulevard/CR 116 was constructed in 1996 using 3.5 inches of bituminous pavement, 5 inches of class 5 aggregate base, B618 concrete curb and gutter, and concrete storm sewer. The street was constructed to a width of 40 feet from face-of-curb to face-of-curb, and is centered within an 80 foot wide right-of-way. Delineated parking lanes exist along both sides of the street. The existing posted speed is 35 mph along this entire segment of Sunwood Drive. The storm sewer system consists of numerous catch basins which drain runoff from the street to adjacent low-lying areas using concrete storm sewer pipes.

In 2002 and 2008 the pavement was cracksealed and sealcoated, and spot patching has been applied on an as-needed basis since. In the fall of 2016, this segment of Sunwood Drive was rated with PASER ratings of 3 between Bunker Lake Boulevard/CR 116 and Jaspar Street, and 4 between Jaspar Street and Ramsey Boulevard/CSAH 56.

In 2015, City Staff recorded an average annual daily traffic volume of 3,500 (AADT). While truck counts are not available, Staff believes it is reasonable to assume between 5 and 10 percent of vehicles using this street segment can be classified as truck traffic, and that the percentage of trucks using this corridor may increase over time due to current business expansion projects and since several undeveloped but developable parcels exist along the corridor.

Northern Technologies, Inc. (NTI) was employed to complete a Geotechnical Exploration and Engineering Review for this project, including eleven (11) soil borings spaced approximately 200 feet apart along Sunwood Drive. The locations of the borings are shown in the Boring Location Diagram in Appendix C of NTI's report, attached in ***Appendix D.***

The NTI soil borings provide information on existing bituminous pavement and aggregate base course thicknesses, subsurface soil conditions, existing ground water elevations, and potential issues that may be encountered during construction. All soil borings terminated at a nominal depth of 11 feet below the existing ground surface. Groundwater was observed in all soil borings at depths ranging between 7 and 9.5 feet below the existing ground surface. Based on the work proposed and the recorded water level depths, groundwater is not anticipated to be an issue for work completed with this proposed project.

The soil borings generally indicate that existing bituminous pavement thicknesses range between 4.3 to 8.3 inches, with an average thickness of around 5 inches. Apparent aggregate base was not observed in any of the boring locations. Previously placed fill soils, generally consisting of poorly graded sand with silt (SP-SM), are present at depths ranging from 2.0 to 7.0 feet below the top of the pavement. Native alluvial soils consisting of poorly graded sand (SP), silty sand (SM), and poorly graded sand with silt (SP-SM) generally extend to the bottom of the borings.

WSB and Associates (WSB) was employed to complete a total of four pavement corings. Their results showed an average bituminous pavement thickness of close to 5 inches, constructed over a class 5 aggregate base.

3.2 Watermain

Watermain was installed in 1996 under the pavement along this segment of Sunwood Drive. Staff believes the existing watermain is in good condition, and that no repairs will be required prior to reconstructing the pavement. However, if plans and specifications are ordered for the proposed improvements, staff proposes to hire a leak detection expert to ensure no detectable leaks exist. If leaks are detected, repairs will be made under a separate contract before work commences on this project. Leak detection testing is estimated to cost $500.

3.3 Sanitary Sewer

Sanitary sewer was installed in 1996 under the pavement along the entire segment of Sunwood Drive. Staff believes the existing sanitary sewer is in good condition, and that no repairs will be required prior to reconstructing the pavement. However, if plans and specifications are ordered for the proposed improvements, staff proposes to hire a firm to televise the sewers to ensure the pipes are not deformed, cracked, or broken, and that all joints are sealed. If issues are detected, repairs will be made under a separate contract before work commences on this project. Sewer televising for this project is estimated to cost $3,300.

3.4 Storm Sewer/Drainage

Storm sewer exists along this segment of Sunwood Drive. Stormwater runoff is currently conveyed within the concrete curb and gutter along Sunwood Drive, where it is then collected in concrete catch basins and routed through concrete storm sewer pipes to existing wetlands, stormwater drainage ditches, and ponding facilities. Based on preliminary calculations by City Staff, no modifications will be required to the existing storm sewer system to meet current State Aid standards. Staff will inspect all existing storm sewer infrastructure during preparation of plans in case repairs are required, in which case repairs would be completed with the project.

3.5 Streets

3.5.1 Existing Typical Sections

The street was constructed to a width of 40 feet from face-of-curb to face-of-curb, and is centered within an 80 foot wide City-owned right-of-way. Eight-foot parking lanes are delineated along both sides using striping.

3.5.2 Maintenance History

The bituminous pavement was cracksealed and sealcoated in 2002, and again in 2008. Spot patching has been completed on an as-needed basis since.

3.6 Land Use

Properties abutting this segment of Sunwood Drive are zoned E1 or E2, with the exception of the City-owned parcel containing Cottonwood Park which is undevelopable.

4. PROPOSED IMPROVEMENTS

4.1 Street and Stormwater Improvements

The segment of Sunwood Drive between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard/CR 116 is part of the City's Municipal State Aid System (MSAS). Any proposed improvements must therefore be designed and constructed in accordance with current Minnesota Department of Transportation (MnDOT) State Aid standards, which are generally based on the street's functional classification, projected traffic volume, design speed, lane designations and widths, and proposed pedestrian facilities.

Based on the proposed design, Sunwood Drive must be reconstructed in accordance with State Aid Rule 8820.9936 (Minimum Design Standards, Urban; New or Reconstruction Projects) or 8820.9946 (Minimum Design Standards, Urban; Reconditioning Projects). This will depend on the percentage of damaged curb and gutter that needs to be removed and replaced, which will be determined during final design. If more than 20 percent of the existing curb and gutter needs to be removed and replaced, the minimum design standards for State Aid Rule 8820.9936 must be followed. Otherwise, State Aid Rule 8820.9946 will govern.

The general location and scope of the proposed improvements is shown in ***Figure 1*** in ***Appendix A***.

4.1.1 Street Improvements

Sunwood Drive is proposed to be reconstructed at a width matching the existing width which permits on-street parking along both sides of Sunwood Drive. This design will meet current State Aid standards. All damaged B618 concrete curb and gutter is proposed to be removed and replaced in kind. A typical section for the proposed pavement reconstruction improvements is shown in ***Figure 2*** in ***Appendix A.***

The proposed reconstructed bituminous pavement design must accommodate a 10-ton design in accordance with MnDOT State Aid design standards. City staff is proposing a pavement section design of 2 inches bituminous wear course, 2 inches bituminous base course, and 5 inches of base composed of stabilized full depth reclamation material. This pavement section would be constructed over the existing subgrade after reshaping and compacting.

The proposed pavement design should result in a minimum pavement life of 30 years, assuming that proactive, regular pavement maintenance treatments are performed during the life of the pavement. While a 60-year design life would typically be targeted for a reconstructed street, this project is not proposing a full reconstruction due to the good condition of the majority of existing 20 year old curb and gutter. Therefore, only the aggregate base and bituminous pavement are proposed to be reconstructed at this time. At the time the rest of the existing curb and gutter needs to be replaced, which may be 30 or more years in the future, Staff will evaluate the condition of the existing pavement section and the existing utilities to determine what improvements are needed at the time, if any.

4.1.2 Stormsewer Improvements

The existing storm sewer system is in good condition and appears to meet all current State Aid design standards and is therefore not proposed to be improved. The only proposed storm sewer improvements include adjusting and/or repairing catch basin castings as needed. No stormwater quality treatment improvements are required for this project since the street is proposed to be reconstructed at its current width.

4.1.3 Geotechnical Considerations

Northern Technologies, Inc. (NTI) completed a Geotechnical Exploration and Engineering Review including eleven (11) soil borings spaced at approximate 200 foot intervals along Sunwood Drive. The locations of the borings are shown in the Boring Location Diagram in Appendix C of NTI's report, attached in ***Appendix D.*** NTI recommends completing a full reconstruction with subgrade corrections and the removal and replacement of all concrete curb and gutter. This work would result in project costs approximately twice as much as the current estimate included in this report, and would result in significant site access and traffic impacts during construction.

WSB completed four (4) pavement cores along Sunwood Drive as shown in their Pavement Evaluations and Recommendations report, attached in ***Appendix D***. WSB recommends leaving all intact existing curb and gutter in place, which staff estimates accounts for over 80% of the existing curb and gutter, which is only 20 years old. WSB also recommends reconstructing only the aggregate base and bituminous pavement by incorporating additional strength in the aggregate base using a Stabilized Full Depth Reclamation process. In total, this work is estimated to cost half as much as a total reconstruction yet would result in a pavement design life of 30-plus years. In considering that the remaining curb and gutter will likely need to be replaced in 30 to 40 years, a total reconstruction could be evaluated at that time. Another benefit to this design is that it would result in minimal impacts to site access and traffic during construction.

4.1.4 Other Considerations

Driveways:
Existing driveways will need to be reconstructed to varying degrees. The limits of construction will vary with each driveway based on the elevations of the street and the parking lot, as well as the driveway pavement type. During design, staff will evaluate the construction limits for each driveway and will incorporate this into the plans, but as with all street reconstruction projects the exact limits of construction will be determined in the field during construction. Right-of-entry forms would be obtained from private property owners if work is required outside City right-of-ways and easements.

Irrigation Systems:
Developed properties along the project corridor may have private irrigation systems. Impacts to these systems may occur where the existing curb and gutter is being replaced. On past street reconstruction projects, the City repaired private irrigation systems that were damaged as part of the project. Staff recommends foregoing this practice on future projects. Instead, staff recommends notifying property owners in writing of the pending

construction as far in advance of construction as possible to allow them adequate time to move their irrigation systems out of the construction area, and then to replace the systems once work is complete. Staff recommends allowing the private irrigation systems to be replaced in their original locations within City right of way if desired by property owners.

Parking Restrictions:
Parking is currently provided along both sides of the streets and is not currently restricted except for overnight parking per City code. During this project, parking is also proposed to be restricted during allowable working hours.

4.2 Stormwater Treatment

Stormwater retention and/or treatment improvements are not required for this project.

4.3 Water Main Improvements

No watermain improvements are proposed with this project.

4.4 Sanitary Sewer Improvements

No sanitary sewer improvements are proposed with this project.

4.5 Construction Methods

The existing bituminous pavement section will be reconstructed using the SFDR process outlined within this report. See WSB and Associates Pavement Evaluations and Recommendations report in ***Appendix D*** for additional details on the proposed SFDR process.

4.6 Private Utilities

Staff has not yet met with the telephone, gas, power and cable utilities regarding this project. During preparation of plans and specifications, staff will meet with the private utility companies to discuss the proposed improvements as noted in the project schedule within this report. The alignment and footprint of the streets will be considered to minimize impacts to private utilities. No impacts to power poles or street lights are anticipated with this project.

Should any utility companies indicate they wish to upgrade, replace and/or otherwise modify their services during this project, any such upgrades, replacements and/or modifications will be at the sole discretion and cost of the utility companies.

4.7 Permits

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

- MPCA General Stormwater Permit (NPDES)..... Grading and Storm Water

A stormwater permit from the Lower Rum River Watershed Management Organization will not be required with this project.

4.8 Right-of-Ways/Easements

It is anticipated that all improvements will occur within existing City right-of-ways and/or easements, with the possible exception of tying into private driveways and green areas. It is therefore not anticipated that the City will need to acquire additional permanent right-of-way or easements for this project. As such, costs for right-of-way or easement acquisitions are not included in the probable project costs.

City staff will work with private property owners as needed to obtain any required right of entries.

5. FINANCING

5.1 Opinion of Cost

A detailed opinion of probable costs for the proposed improvements can be found in ***Appendix B*** of this report. The opinion of probable costs incorporates anticipated 2017 construction costs for the proposed improvements plus 23% indirect costs for administrative, engineering, financing and legal costs. Construction contingency costs are not included in the estimated costs.

City staff prepared the Feasibility Report in-house as part of staff's normal duties.

NTI prepared the Geotechnical Exploration and Engineering Review, included in ***Appendix D***, at a cost of $4,400. WSB and Associates, Inc. prepared the Pavement Evaluations and Recommendations included in ***Appendix D***, at a not-to-exceed cost of $2,687.50.

5.2 Funding

5.2.1 Assessments

The City's adopted Special Assessments Policy allows special assessments to be levied against all benefiting properties in an amount not to exceed 25% of eligible street reconstruction project costs. Eligible project costs include costs required to reconstruct the street at its current width, and to reconstruct the pavement without increasing its structural capacity. Benefiting properties are considered to be any developable parcel that has, or has the ability to create, one or more direct accesses onto the segment of Sunwood Drive being reconstructed. A total of 9 benefitting properties have been identified for this project, including two City-owned parcels. The Preliminary Assessment Map and Roll are included in ***Appendix C***.

The engineer's opinion of probable costs for eligible assessment costs totals $607,000. Assessable industrial parcels are preliminarily proposed to be assessed for up to 25 percent of eligible project costs, which totals $151,750. Assessment terms are proposed at ten years. Interest rates are proposed at two percent above the bond interest rate.

The "adjusted front footage" method of assessment as identified in the City of Ramsey's Special Assessments Policy was applied to assign preliminary assessment amounts for this project. Staff then enlisted Patchin Messner Dodd and Brumm, the firm the City has used to complete special benefit consultation reports for residential street reconstruction projects, to assign estimated special benefit amounts to all assessable parcels. Staff then applied the lesser of the two amounts to assign proposed preliminary assessments to each assessable property as shown in the Preliminary Assessment Roll.

Special assessments for industrial parcels have never been developed using the recently adopted Special Assessments Policy. In addition, State Statute and the City Charter do not allow for assessments to exceed benefit to the property. Therefore, Staff wants to ensure that all assessments applied with this project will not exceed the benefit to assessed properties. Staff therefore recommends ordering a benefit appraisal consultation report for this project in accordance with the City's Special Assessments Policy at the time a construction contract is awarded.

5.2.2 City Contribution

The City contribution to the project will include all funding in excess of the amount collected through special assessments to benefiting properties. This will equal 75 percent or more of eligible project costs. No funds have been budgeted for this project.

The City's share of eligible project costs related to surface (street) improvements is proposed to come from the previously encumbered 5-year Street Reconstruction and Overlay Program bonds. Stormwater Utility Funds are proposed to pay for all storm sewer improvements.

Special assessments are proposed to pay back a portion of these costs based on the final assessments adopted by Council at the end of the project. Based on the estimated costs and funding program developed within this report, approximately 22% of project costs will be assessed.

Table 1 illustrates the proposed project funding based on the proposed design and funding program outlined within this report. This funding program assumes construction will occur in 2017.

TABLE 1
Proposed Project Funding

	ASSESSMENTS	CITY FUNDS	TOTAL
Estimated Costs	**$133,779.60**	**$473,220.40**	**$607,000**

Total Estimated Project Cost		**$607,000.00**
Less Special Assessments (22%)	-	$133,779.60
Subtotal	**=**	**$473,220.40**
Less City Bonding Funds	-	$465,920.40
Subtotal	**=**	**$7,300.00**
Less Stormwater Utility Funds	-	$7,300.00
Total Remaining Cost	**=**	**$0.00**

6. PROJECT SCHEDULE

The proposed project schedule is as follows:

Council Orders Feasibility Report ..... August 8, 2016

Council Accepts Feasibility Report/Orders Public Hearing ..... January 24, 2017

Staff Publishes Notice of Public Hearing .....January 27 & February 3, 2017

Public Input Meetings .....January 27 – March 9, 2017

Council Conducts Public Hearing/Orders Plans and Specifications..... March 14, 2017

Staff Conducts Private Utility Coordination Meeting .....March/April, 2017

Council Approves Plans and Specifications/Authorizes Ad for Bids..... April 11, 2017

Staff Advertises for Bids..... April 14 & 21, 2017

Staff Receives Bids ..... May 15, 2017

Council Awards Contract ..... May 23, 2017

Contractor Begins Construction ..... June, 2017

Contractor Completes Construction ..... September 8, 2017

Council Orders Assessment Roll/Hearing ..... September 12, 2017

Council Conducts Assessment Hearing.....October 10, 2017

7. CONCLUSIONS AND RECOMMENDATIONS

City of Ramsey Improvement Project 17-00 proposes to reconstruct the bituminous pavement section, to remove and replace damaged concrete curb and gutter, and to complete miscellaneous appurtenant work on Sunwood Drive between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard /CSAH 116.

It is the recommendation of City staff that City Project No. 17-00 is feasible, necessary, and cost-effective from an engineering standpoint, and that this project would best be constructed as a stand-alone project as proposed herein.

The following Staff recommendations related to the proposed project are presented for Council consideration and concurrence:

1. Staff recommends reconstructing the segment of Sunwood Drive between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard /CSAH 116 as proposed herein in 2017 thereby meeting current State Aid design standards and allowing all project costs to be eligible for the use of special assessments per the City's Special Assessments Policy.

2. Staff recommends ordering an benefit appraisal consultation report to ensure that the preliminary special assessments proposed herein will not exceed the benefit received as a result of the improvements in accordance with the City's Special Assessments Policy.

3. Staff recommends reconstructing the off-road bike trail along the north side of Sunwood Drive at a later date pending adoption of the City's Trail Maintenance Policy/Program.

4. Staff recommends excluding private irrigation system work from this project, and from all future City Improvement Projects, and instead recommends notifying property owners of pending construction as far in advance as possible and instructing them to relocate their private irrigation system(s) away from the construction area during construction, then allow replacement in or near the original location after construction is complete.

The City Council is asked to act on the following items related to the proposed project:

1. Adopt Resolution #17-03-057 accepting the Feasibility Report, including the preliminary assessment roll as proposed, and ordering preparation of Plans and Specifications for City Improvement Project #17-00, Sunwood Drive Reconstruction.

APPENDIX A

Figure 1 – Project Scope
Figure 2 – Typical Section
Project Site Pictures

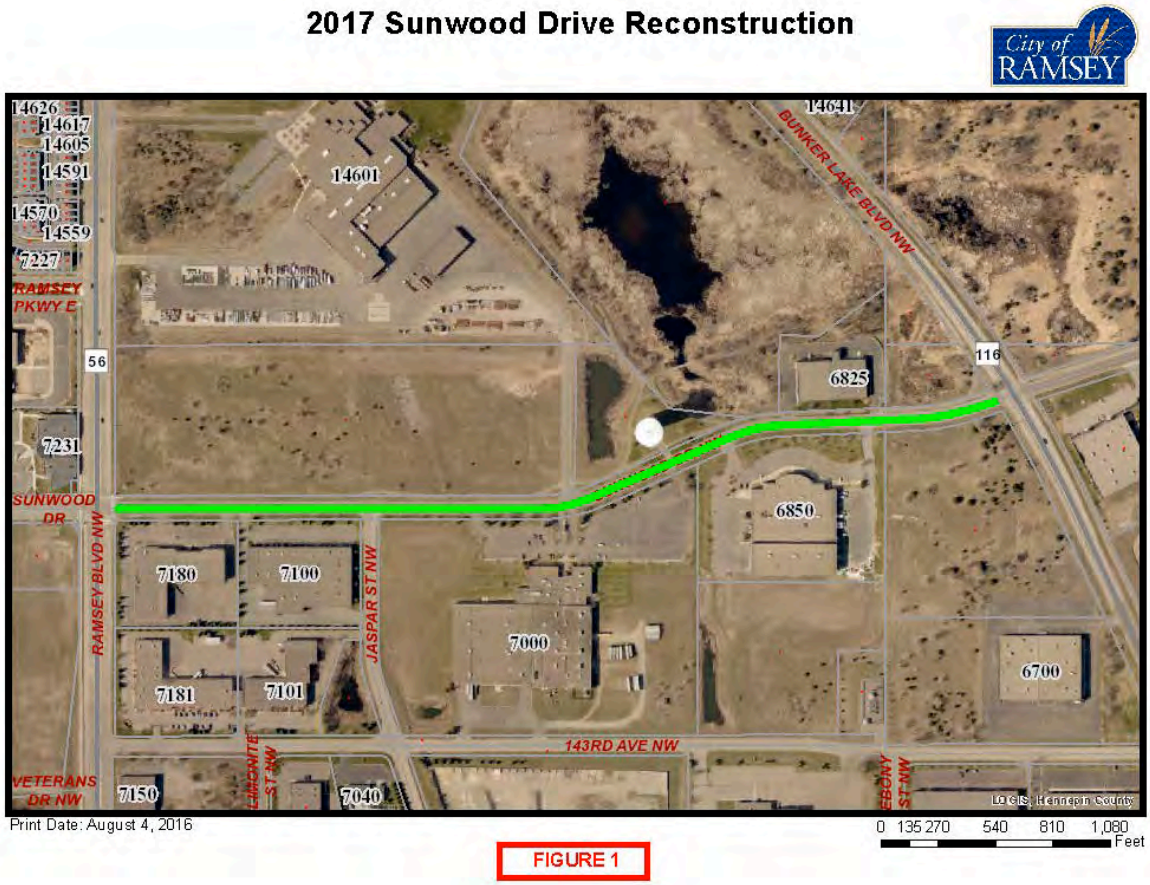


FIGURE 1
PROJECT SCOPE

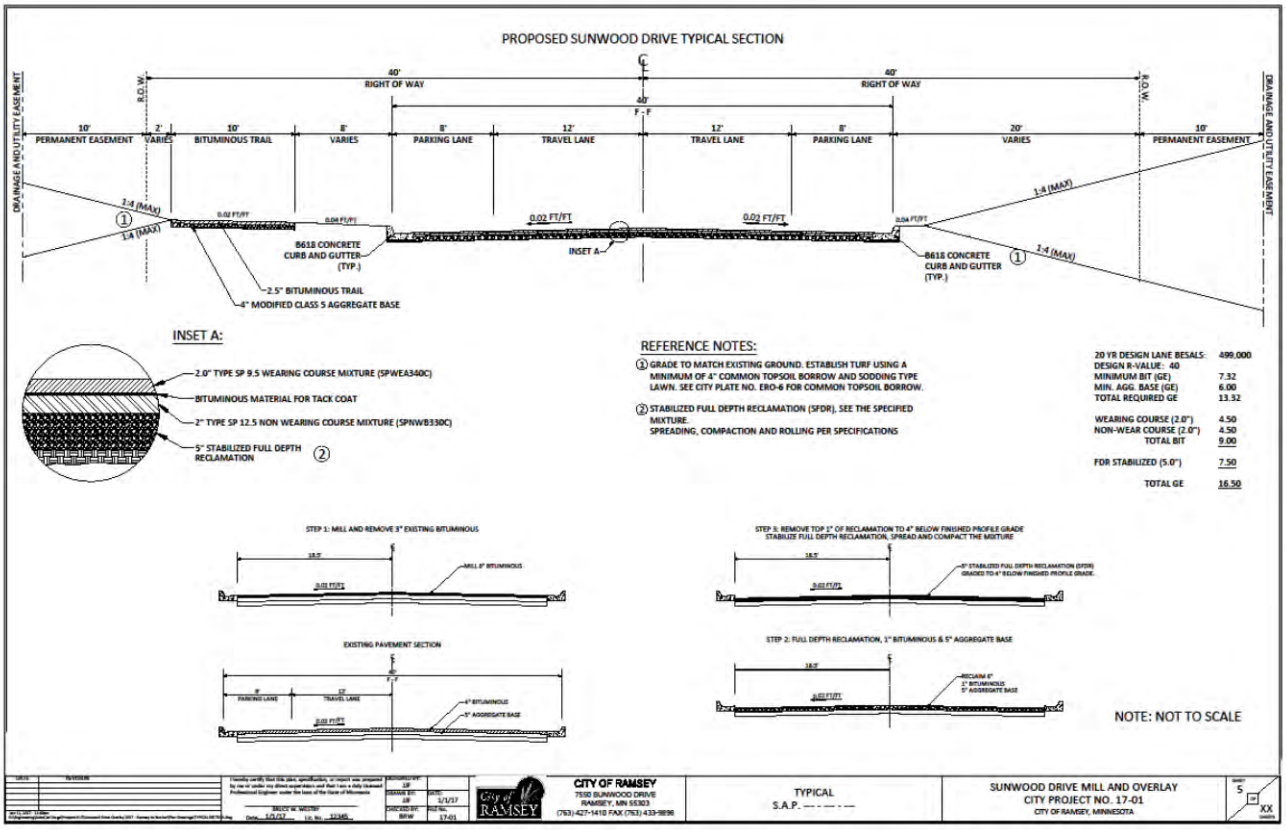


FIGURE 2
TYPICAL SECTION

PROJECT SITE PICTURES







APPENDIX B

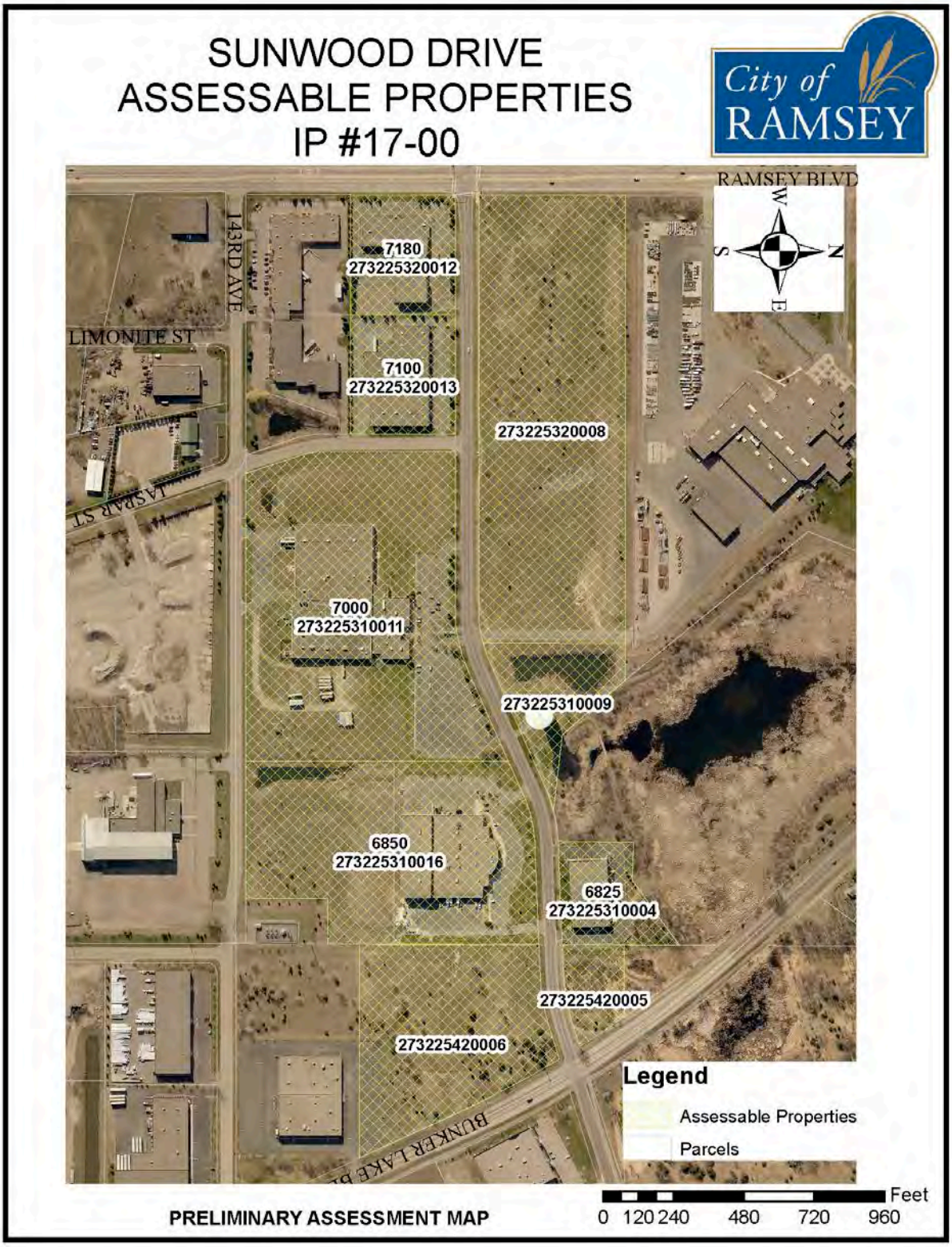
Opinion of Probable Costs

17-00 SUNWOOD DRIVE RECONSTRUCTION: RAMSEY BLVD. to BUNKER LAKE BLVD.
ENGINEER ESTIMATE
1/11/2017

ITEM No.	MNDOT No.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	COST EXTENSION
1	2021.501	MOBILIZATION (10%)	LS	1	$ 44,841.03	$ 45,000.00
2	2104.501	REMOVE CONCRETE CURB AND GUTTER	LF	1100	$ 6.00	$ 6,600.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	317	$ 4.50	$ 1,426.50
4	2104.505	REMOVE CONCRET VALLEY GUTTER	SY	179	$ 20.00	$ 3,580.00
5	2104.511	SAWING CONCRETE PAVEMENT - FULL DEPTH	LF	200	$ 8.50	$ 1,700.00
6	2104.513	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LF	564	$ 5.50	$ 3,102.00
7	2130.501	WATER	MGAL	50	$ 32.50	$ 1,625.00
8	2232.501	MILL BITUMINOUS PAVEMENT (1.5" DEPTH X 2' WIDTH)	SY	62	$ 15.00	$ 930.00
9	2232.501	MILL BITUMINOUS PAVEMENT (3.0" DEPTH)	SY	12707	$ 1.25	$ 15,883.75
10	2215.501	STABILIZED FULL DEPTH RECLAMATION (6" DEPTH)	SY	12707	$ 3.50	$ 44,474.50
11	2331.607	HAUL BIT PAVEMENT RECLAMATION (LV)	CY	459	$ 10.00	$ 4,590.00
12	2331.609	BITUMINOUS MATERIAL FOR MIXTURE	TON	133	$ 600.00	$ 79,800.00
13	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	896	$ 2.36	$ 2,114.56
14	2360.502	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA340C) (2.0")	TON	1719	$ 65.00	$ 111,735.00
15	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (SPNWB330C) (2.0")	TON	1689	$ 61.00	$ 103,029.00
16	2506.602	GROUT CATCH BASIN	EA	11	$ 300.00	$ 3,300.00
17	2506.602	ADJUST CATCH BASIN CASTING	EA	4	$ 1,000.00	$ 4,000.00
18	2531.501	CONCRETE CURB & GUTTER DESIGN B618 (ESTIMATED 20% REPLACE)	LF	1100	$ 13.00	$ 14,300.00
19	2504.602	ADJUST VALVE BOX	EA	6	$ 250.00	$ 1,500.00
20	2506.522	ADJUST FRAME AND RING CASTING (SANITARY MH IN STREET)	EA	9	$ 550.00	$ 4,950.00
21	2531.604	7" CONCRETE VALLEY GUTTER	SY	179	$ 85.00	$ 15,215.00
22	2563.601	TRAFFIC CONTROL	LS	1	$ 10,000.00	$ 10,000.00
23	2573.503	SILT FENCE	LF	100	$ 3.00	$ 300.00
24	2573.530	STORM DRAIN INLET PROTECTION	EA	17	$ 200.00	$ 3,400.00
25	2575.525	COMMON TOPSOIL BORROW (LV)	CY	35	$ 30.00	$ 1,050.00
26	2575.505	SODDING TYPE LAWN	SY	262	$ 7.00	$ 1,834.00
27	2582.501	PAVT MSSG (LT ARROW) EPOXY	EA	2	$ 135.00	$ 270.00
28	2582.501	PAVT MSSG (RT-THRU ARROW) EPOXY	EA	1	$ 200.00	$ 200.00
29	2582.502	24" SOLID LINE WHITE - EPOXY	LF	29	$ 10.00	$ 290.00
30	2582.502	24" SOLID LINE YELLOW - EPOXY	LF	52	$ 10.00	$ 520.00
31	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	3182	$ 1.00	$ 3,182.00
32	2582.502	4" SOLID LINE WHITE - EPOXY	LF	5038	$ 0.50	$ 2,519.00
33	2582.503	CROSSWALK MARKING - EPOXY	SF	198	$ 5.00	$ 990.00
				TOTAL CONSTRUCTION COST		*$ 493,410.31*
				23% INDIRECT COST		*$ 113,484.37*
					TOTAL PROJECT COST	***$ 606,894.68***

APPENDIX C

Preliminary Assessment Map
Preliminary Assessment Roll



PRELIMINARY ASSESSMENT MAP

PRELIMINARY ASSESSMENT ROLL - IP #17-00										
PID No.	Property Owner	Property Front Footage (Lin Ft)	Front Footage Rate ($/Lin Ft)	Property Address	City	State	Zip	Calculated Front Footage Assessment	Estimated Special Benefit	Proposed Preliminary Assessment
273225310004	NORTH SUBURBAN MANAGEMENT LLC	355.29	$26.09482179	6825 SUNWOOD DR NW	RAMSEY	MN	55303	$9,271.23	$8,500.00	$8,500.00
273225310009	RAMSEY CITY OF	622.49	$26.09482179		RAMSEY	MN	55303	$16,243.77	$10,500.00	$10,500.00
273225310011	VISION EASE LP	1,098.25	$26.09482179	7000 SUNWOOD DR NW	RAMSEY	MN	55303	$28,658.64	$25,500.00	$25,500.00
273225310016	KNOLL PROPERTIES LLC	641.97	$26.09482179	6850 SUNWOOD DR NW	RAMSEY	MN	55303	$16,752.09	$27,000.00	$16,752.09
273225320008	CONNEXUS ENERGY	1,530.01	$26.09482179		RAMSEY	MN	55303	$39,925.34	$47,500.00	$39,925.34
273225320012	RMR CAPITAL LLC	408.06	$26.09482179	7180 SUNWOOD DR NW	RAMSEY	MN	55303	$10,648.25	$6,500.00	$6,500.00
273225320013	OBRIEN PROP OF MINNESOTA LLC	408.07	$26.09482179	7100 SUNWOOD DR NW	RAMSEY	MN	55303	$10,648.51	$6,500.00	$6,500.00
273225420005	RAMSEY CITY OF	353.22	$26.09482179		RAMSEY	MN	55303	$9,217.21	$10,500.00	$9,217.21
273225420006	PHILLIPS ALAN C & D V TRUSTEES	397.97	$26.09482179		RAMSEY	MN	55303	$10,384.96	$10,500.00	$10,384.96
	TOTALS	5,815.33						$151,750.00	$153,000.00	$133,779.60

PRELIMINARY ASSESSMENT ROLL

APPENDIX D

Geotechnical Exploration and Engineering Review (NTI – 30 pages)
Pavement Evaluations and Recommendations (WSB & Associates – 8 pages)

NTI
NORTHERN TECHNOLOGIES, LLC
6160 Carmen Avenue East
Inver Grove Heights, MN 55076
P: 651.389.4191 F: 651.389.4190
www.NTIgeo.com

Unearthing confidence™

November 23, 2016

City of Ramsey
Attention: Mr. Bruce Westby, P.E.
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

Subject: Geotechnical Exploration and Engineering Review
Sunwood Drive – Street Improvements
Ramsey, Minnesota
NTI Project No. 16.61770.100

Northern Technologies, LLC (NTI) has completed a total of eleven (11) borings for the Sunwood Drive project area in the City of Ramsey, Minnesota.

The scope of services included determining existing bituminous and aggregate base thicknesses, and subsurface conditions, and providing recommendations for site preparation, excavations, engineered fill and compaction, depths of unsuitable soils to be removed, groundwater management, potential difficulties during construction, utility installation, and pavement design.

Our services were performed in accordance with our proposal dated October 25, 2016.

PROJECT AND SITE DESCRIPTION

The project includes street and possibly utility improvements to a section of Sunwood Drive between Ramsey Boulevard and Bunker Lake Boulevard in Ramsey, Minnesota.

The pavement sections are proposed to be designed using the average annual daily traffic (AADT) information and based on a 20-year design pavement life. The AADT information noted on the Mn/DOT Traffic Data webpage indicates an AADT of 3500 for the project section of Sunwood Drive. NTI was not aware of invert elevations or other design details of the proposed utilities at the time this report was prepared.

SUBSURFACE EXPLORATION SUMMARY

NTI performed the subsurface exploration program on November 8, 2016 with a two-person crew using a truck-mounted CME-55 drill rig. Samples were generally collected in accordance with ASTM D 1586 "Standard Test Method for Standard Penetration Testing (SPT) and Split-Barrel Sampling of Soils."

The boring locations and depths were determined by a representative with the City of Ramsey. The boring locations were staked in the field by NTI. The borings terminated at nominal depths 11.0 feet below the existing pavement surface. .

Elevations were not provided to NTI, therefore, NTI has assumed a ground surface elevation of 100.0 feet for each of the boring locations. Please refer to the Boring Location Diagram, the Boring Logs in Appendix C, and the Pavement Core Photographs in Appendix D.

Sunwood Drive - (Borings S-1 through S-11)

Bituminous pavement thickness in this project area ranged from approximately 4.3 to 8.3 inches at the boring locations. Apparent aggregate base was not observed at the boring locations. Previously placed fill soils, generally consisting of poorly graded sand with silt (SP-SM), were encountered extending to depths ranging from approximately 2.0 to 7.0 feet below the top of pavement.

Native alluvial soils consisting of poorly graded sand (SP), silty sand (SM), and poorly graded sand with silt (SP-SM) were generally observed extending to the boring termination depths. Varying amounts of gravel were encountered throughout the boring locations.

Groundwater was observed in the boreholes at depths ranging from approximately 7.0 to 9.5 feet below the top of pavement at the time of drilling. Table 1 summarizes the encountered subsurface conditions for these project areas.

Table 1: Pavement and Subgrade Summary[1]
Sunwood Drive

Boring No.	Bituminous Pavement Thickness[2] (inches)	Apparent Aggregate Base Thickness[3] (inches)	Fill Subgrade Material[4]	Native Subgrade Material
S-1	8.3	None	SP-SM	SP-SM
S-2	4.5	None	SP-SM	SP, SP-SM
S-3	4.5	None	SP-SM	SM, SP, SP-SM
S-4	4.5	None	SP-SM	SP-SM
S-5	4.8	None	SP-SM	SP-SM
S-6	4.8	None	SP-SM	SP-SM
S-7	4.3	None	SP-SM	SP, SP-SM
S-8	5.8	None	SP-SM	SP-SM
S-9	4.5	None	SP-SM	SP, SP-SM
S-10	5.0	None	SP-SM	SP, SP-SM
S-11	4.8	None	SP-SM	SP, SP-SM

1. Table summary is a generalization of subsurface conditions at the individual soil boring locations only. They may not reflect variations in subsurface strata occurring on site between boring locations. The general geologic origin of retained soil samples is listed on the boring logs.
2. Measured thickness of the pavement core.
3. Apparent aggregate base thickness, at time of our fieldwork, by visual inspection only and is not mean to confer conformance with DOT specifications.
4. Undocumented fill soils.

GROUNDWATER AND GROUNDWATER CONTROL

Groundwater was observed in the boreholes at depths ranging from approximately 7.0 to 9.5 feet below the top of pavement at the time of drilling.

Depending upon elevations of underground utilities, groundwater may be an issue during construction. It should be noted that if excavations are proposed below the groundwater level, the granular nature of the majority of the on-site soils will likely result in significant volumes of water entering the excavations unless proper dewatering measures are implemented. Well points embedded into the underlying sands will likely be the most suitable method for controlling excess water in deeper excavations. If dewatering is needed during construction, we recommend that the groundwater be maintained a minimum of 2 feet below the bottom of the excavation.

LABORATORY TEST PROGRAM

Our analysis and recommendations of this report are based upon our interpretation of the standard penetration test resistance determined while sampling soils, laboratory test results and experience with similar soils from other sites near the project. The results of such tests are summarized on the boring logs or attached laboratory test reports.

UTILITY LINE CONSTRUCTION

The native sand soils observed in soil borings were generally suitable for utility support and utility backfill. Due to the encountered groundwater levels and depending on the installation depth of the utilities, temporary dewatering may be required during the utility trench excavations. Stabilization of the trench subgrade may be required in order to provide a stable platform for construction. Stabilization could consist of a one half to one foot layer of crushed rock or sand with a maximum 5 percent material passing the No. 200 sieve and 50 percent passing the No. 40 sieve.

The Geotechnical Engineer of Record or their designated representative should observe the project excavations to determine that unsuitable materials have been properly removed and adequate bearing support is provided by the exposed soils. The exposed soil at the base should be compacted to no less than 95 percent standard Proctor maximum dry density (ASTM D698). Such observations and testing should be performed prior to backfilling.

The on-site non-organic soils are anticipated to be suitable for reuse if properly moisture conditioned and compacted. Replacement backfill required in utility trenches should consist of non-organic material similar to the surrounding soil. All import fill should be approved by NTI or the City's representative.

It is especially important that trench backfill for utility construction within paved areas be thoroughly compacted to minimize future pavement damage. We recommend that such soils be compacted in accordance with the recommendations noted in the "Placement and Compaction of Engineered Fill" section in Appendix B of this report.

The stability of embankments along utility excavations is dependent on soil strength, site geometry, moisture content, and any surcharge load for excavated soils and equipment. We present cautionary remarks concerning stability of excavation sideslopes in the "Excavation Stability" section of this report.

The Contractor is solely responsible for assessing the stability of and executing underground utility and project excavations using safe methods. The contractor is also responsible for naming the "competent individual" as per Subpart P of 29 CFR 1926.6 (Federal Register - OSHA).

The Geotechnical Engineer of Record or their designated representative should observe the project excavations to determine that conditions are similar to those encountered in the borings, and that adequate bearing support is provided by the exposed soils.

Excavation Stability

Excavation depth and sidewall inclination should not exceed those specified in local, state or federal regulations. Excavations may need to be widened and sloped, or temporarily braced, to maintain or develop a safe work environment. Contractors must comply with local, state, and federal safety regulations including current OSHA excavation and trench safety standards. Temporary shoring must be designed in accordance with applicable regulatory requirements.

Excavations that penetrate the groundwater surface will require dewatering with sand points or wells. We recommend that the groundwater surface be maintained a minimum of 2 feet below the bottom of the exposed excavation.

Engineered Fill and Winter Construction

The silty sand soils on this site will be susceptible to frost action if not provided adequate drainage, insulation or coverage. Frozen soil should not be used as backfill. When the ambient air temperature falls below freezing for an extended period of time, frost forms, and soil near the surface grade expands. Settlement of the fill may occur as the frozen soils thaw.

If frost penetrates the soil prior to paving, soils must be thawed, scarified, and re-compacted as recommended in this report. Subgrade soils should be inspected prior to paving to verify frozen conditions are not present.

PAVEMENT RECOMMENDATIONS

Mill and Overlay Recommendations

Consideration could be made to milling and overlaying the existing pavement. The roadway sections appear to have a sufficiently thick in place pavement section, over a majority of the project alignment, which would lend itself to rehabilitation via mill and overlay techniques.

In general, pavement sections consisting of 3 inches or less of bituminous asphalt can be difficult to effectively mill and overlay as often times the entire pavement section is reclaimed during the attempted partial section milling process. Additionally, in locations where the existing pavement thickness is less than the recommended thickness, a mill and overlay would not be recommended unless a structural overlay were applied to increase the overall thickness.

Pavement Reconstruction

If the pavement section is to be removed and replaced in its entirety, the most conservative method of subgrade preparation would be remove the undocumented fill soils and replace them in their entirety with properly compacted engineered fill. This method of subgrade preparation would provide the most uniform subgrade but would also be the most costly method of construction and would be relatively a-typical method of subgrade preparation for improvements to existing municipal roadways.

If the City is willing to accept some risk in potential long term detrimental performance for the significant upfront savings, the roadway can be reconstructed over the existing fill. NTI recommends that prior to installing the aggregate base, the existing subgrade should be scarified and re-compacted to a depth of at least 12 inches. A proof roll test should then be performed to determine soft or unstable subgrade areas. The proof roll should be performed with a tandem axle dump truck loaded to gross capacity (at least 20 tons). Acceptance criteria of the proof roll shall be limited to rut formation no more than one inch depth (front or rear axles) and no pumping (rolling) observed during the visual inspection. Proof roll tests should be observed by an experienced technician or geotechnical engineer prior to placement of the aggregate base course to verify the subgrade will provide adequate pavement support.

If rutting or localized unstable subgrade areas are observed, those areas should be subcut, moisture-conditioned, and re-compacted or removed to a stable depth.

If imported fill is required in paved areas it should consist of debris free, non-organic, mineral soil similar in composition to the subgrade soils encountered in the surrounding areas. If sand is imported into areas that are underlain by relatively impervious fine grained soils the sand layer must be drained with drain tile in order to prevent frost heave from water trapped within the imported sand layer during freezing temperatures. Individual lifts of engineered fill should be tempered for moisture content, placed and compacted as noted in the "Placement and Compaction of Engineered Fill" section in Appendix B of this report.

The performance of stabilometer or similar tests, were beyond the scope of this report; however, they may be performed, upon request, for an additional fee. Based on the encountered soil conditions, we estimate that a properly prepared poorly graded sand with silt (SP-SM) soils will have an average stabilometer R-Value of 40.

For a 20-year design pavement life, Table 3 presents our thickness recommendations for flexible (bituminous) pavement. These recommendations were based upon the encountered subgrade conditions, estimated R-value for the existing subgrade soils, the assumed AADT volumes, and the City of Ramsey's typical pavement section for the respective project area.

Table 3: Flexible Pavement Thickness Design[1]
Sunwood Drive

Pavement Section	Calculated Required Pavement Section	City's Typical Pavement Section[2]
Bituminous Wear Course (inches)	1.5	1.5
Bituminous Base Course (inches)	2.0	2.0
Class 5 or 7 Aggregate Base (inches)	6.0	4.0

1. Assumed AADT volume of 3500 and an estimated R-value of 40.
2. The calculated required section was greater than the City's typical section for residential streets, thus NTI recommends that the Calculated Required Pavement Section be implemented.

Pavement recommendations assume the subgrade soils and aggregate section below paved surfaces will drain to subsurface piping for eventual discharge into storm sewer, or above grade to ditching, or similar acceptable systems. Lack of surface and subsurface drainage will significantly reduce the capacity and longevity of the pavement systems indicated above.

We recommend pavements receive annual maintenance, as a minimum, to correct damages to the pavement structure, clean and infill cracks which develop, and repair or resurface areas which exhibit reduced subgrade performance. The lack of maintenance can lead to moisture infiltration of the pavement structure and softening of the subgrade soils. This, in turn, can degrade the performance of the pavement system and result in poorly performing pavements with shortened life expectancy.

CLOSURE

As the widely spaced, small diameter borings provide only a limited amount of data regarding the existing fill, the existing fill may contain soft zones, debris or significantly greater amounts of unsuitable materials than could be reasonably inferred from the boring information. Unsuitable materials may not be discovered during construction and may remain buried within the fill below the slabs and pavements, resulting in greater than anticipated settlements of the slabs and pavements. These risks cannot be eliminated without completely removing the fill, but can be reduced by thorough exploration and testing during site preparation and construction.

Our conclusions and recommendations are predicated on observation and testing of the earthwork directed by Geotechnical Engineer of Record. Our opinions are based on data assumed representative of the site. However, the area coverage of borings in relation to the entire project is very small. For this and other reasons, we do not warrant conditions below the depth of our borings, or that the strata logged from our borings are necessarily typical of the site. Deviations from our recommendations by plans, written specifications, or field applications shall relieve us of responsibility unless our written concurrence with such deviations has been established.

The scope of services for this project does not include either specifically or by implication any environmental or biological assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of The City of Ramsey and its agents for specific application to the proposed Sunwood Drive – Street Improvements project in the City of Ramsey, Minnesota. Northern Technologies, LLC has endeavored to comply with generally accepted geotechnical engineering practice common to the local area. Northern Technologies, LLC makes no other warranty, express or implied.

Northern Technologies, LLC

Debra A. Schroeder, P.E.
Senior Engineer

Steven D. Gerber, P.E.
Senior Engineer

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.

Debra A. Schroeder
Date: 11/23/2016 Reg. No. 52743

Attachments
Appendix A - General Notes
Appendix B - Groundwater Issues, Compaction and Placement of Fill
Appendix C - Attachments: Boring Location Diagram (1), Soil Boring Logs (11)
Appendix D - Photographs (11 cores)

APPENDIX A

GEOTECHNICAL EVALUATION OF RECOVERED SOIL SAMPLES

FIELD EXPLORATION PROCEDURES

GENERAL NOTES

WATER LEVEL SYMBOL

DESCRIPTIVE TERMINOLOGY

RELATIVE PROPORTIONS

PARTICLE SIZES

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

GEOTECHNICAL EVALUATION OF RECOVERED SOIL SAMPLES

We visually examined recovered soil samples to estimate distribution of grain sizes, plasticity, consistency, moisture condition, color, presence of lenses and seams, and apparent geologic origin. We then classified the soils according using the Unified Soil Classification System (ASTM D2488). A chart describing this classification system and general notes explaining soil sampling procedures are presented within appendices attachments.

The stratification depth lines between soil types on the logs are estimated based on the available data. In-situ, the transition between type(s) may be distinct or gradual in either the horizontal or vertical directions. The soil conditions have been established at our specific boring locations only. Variations in the soil stratigraphy may occur between and around the borings, with the nature and extent of such change not readily evident until exposed by excavation. These variations must be properly assessed when utilizing information presented on the boring logs.

We request that you, your design team or contractors contact NTI immediately if local conditions differ from those assumed by this report, as we would need to review how such changes impact our recommendations. Such contact would also allow us to revise our recommendations as necessary to account for the changed site conditions.

FIELD EXPLORATION PROCEDURES

Soil Sampling – Standard Penetration Boring:

Soil sampling was performed according to the procedures described by ASTM D-1586. Using this procedure, a 2 inch O.D. split barrel sampler is driven into the soil by a 140 pound weight falling 30 inches. After an initial set of six inches, the number of blows required to drive the sampler an additional 12 inches is recorded (known as the penetration resistance (i.e. “N-value”) of the soil at the point of sampling. The N-value is an index of the relative density of cohesionless soils and an approximation of the consistency of cohesive soils.

Soil Sampling – Power Auger Boring:

The boring(s) was/were advanced with a 6 inch nominal diameter continuous flight auger. As a result, samples recovered from the boring are disturbed, and our determination of the depth, extend of various stratum and layers, and relative density or consistency of the soils is approximate.

Soil Classification:

Soil samples were visually and manually classified in general conformance with ASTM D-2488 as they were removed from the sampler(s). Representative fractions of soil samples were then sealed within respective containers and returned to the laboratory for further examination and verification of the field classification. In addition, select samples were submitted for laboratory tests. Individual sample information, identification of sampling methods, method of advancement of the samples and other pertinent information concerning the soil samples are presented on boring logs and related report attachments.

GENERAL NOTES

DRILLING and SAMPLING SYMBOLS		*LABORATORY TEST SYMBOLS*	
SYMBOL	**DEFINITION**	**SYMBOL**	**DEFINITION**
C.S.	Continuous Sampling	W	Moisture content-percent of dry weight
P.D.	2-3/8" Pipe Drill	D	Dry Density-pounds per cubic foot
C.O.	Cleanout Tube	LL, PL	Liquid and plastic limits determined in accordance with ASTM D 423 and D 424
3 HSA	3 ¼" I.D. Hollow Stem Auger	Q_U	Unconfined compressive strength-pounds per square foot in accordance with ASTM D 2166-66
4 FA	4" Diameter Flight Auger		
6 FA	6" Diameter Flight Auger		
2 ½ C	2 ½" Casing		
4 C	4" Casing		
D.M.	Drilling Mud	Pq	Penetrometer reading-tons/square foot
J.W.	Jet Water	S	Torvane reading-tons/square foot
H.A.	Hand Auger	G	Specific Gravity – ASTM D 854-58
NXC	Size NX Casing	SL	Shrinkage limit – ASTM 427-61
BXC	Size BX Casing	Ph	Hydrogen ion content-meter method
AXC	Size AX casing	O	Organic content-combustion method
SS	2" O.D. Split Spoon Sample	M.A.	Grain size analysis
2T	2" Thin Wall Tube Sample	C*	One dimensional consolidation
3T	3" Thin Wall Tube Sample	Q_C	Triaxial Compression
		* See attached data Sheet and/or graph	

WATER LEVEL SYMBOL

Water levels shown on the boring logs were determined at the time and under the conditions indicated. In sand, the indicated levels can be considered relatively reliable for most site conditions. In clay soils, it is not possible to determine the ground water level within the normal scope of a test boring investigation, except where lenses or layers of more pervious water bearing soil are present; and then a long period of time may be necessary to reach equilibrium. Therefore, the position of the water level symbol for cohesive or mixed soils may not indicate the true level of the ground water table. The available water level information is given at the bottom of the log sheet.

DESCRIPTIVE TERMINOLOGY

RELATIVE DENSITY		*CONSISTENCY*	
TERM	**N_{60} Value** (corrected)	**TERM**	**N_{60} Value** (corrected)
Very Loose	0 – 4	Soft	0 – 4
Loose	5 – 8	Medium	5 – 8
Medium Dense	9 – 16	Rather Stiff	9 – 15
Dense	16 – 30	Stiff	16 – 30
Very Dense	Over 30	Very Stiff	Over 30

RELATIVE PROPORTIONS

TERMS	**RANGE**
Trace	0 – 5%
A little	5 – 15%
Some	15 – 30%

PARTICLE SIZES

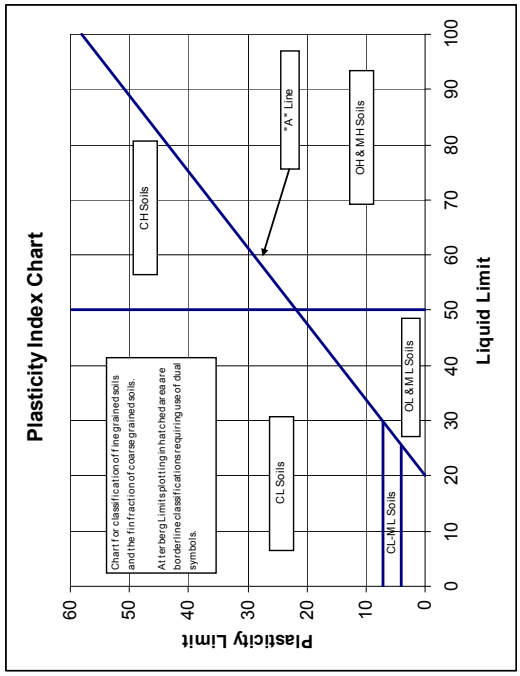
MATERIAL	**DESCRIPTION**	**U.S. SIEVE SIZE**
Boulders		Over 3"
Gravel	Coarse	3" to ¾"
	Medium	¾" to #4
Sand	Coarse	#4 to #10
	Medium	#10 to #40
	Fine	#40 to #200
Silt and Clay	Determined by Hydrometer Test	

CLASSIFICATION of SOILS for ENGINEERING PURPOSES

ASTM Designation D-2487 and D2488 (Unified Soil Classification System)

Major Divisions			Group Symbol	Typical Name	Classification Criteria
Course Grained Soils More than 50% retained on No. 200 sieve *	Gravels 50% or more of coarse fraction retained on No. 4 sieve.	Clean Gravels	**GW**	Well –graded gravels and gravel-sand mixtures, little or no fines.	Cu = D60 / D10 greater than 4. Cz = (D30)2 / (D10 x D60) between 1 & 3.
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines.	Not meeting both criteria for GW materials.
		Gravels with Fines	**GM**	Silty gravels, gravel-sand-silt mixtures.	Atterberg limits below "A" line, or P.I. less than 4. / Atterberg limits above "A" line with P.I. greater than 7. — Atterberg limits plotting in hatched area are borderline classifications requiring use of dual symbols.
			GC	Clayey gravels, gravel-sand-clay mixtures.	
	Sands More than 50% of coarse fraction passes No 4 sieve.	Clean Sands	**SW**	Well-graded sands and gravelly sands, little or no fines.	Cu = D60 / D10 greater than 6. Cz = (D30)2 / (D10 x D60) between 1 & 3.
			SP	Poorly-graded sands and gravelly sands, little or no fines.	Not meeting both criteria for SW materials.
		Sands with Fines	**SM**	Silty sands, sand-silt mixtures.	Atterberg limits below "A" line, or P.I. less than 4. / Atterberg limits above "A" line with P.I. > 7. — Atterberg limits plotting in hatched area are borderline classifications requiring use of dual symbols.
			SC	Clayey sands, sand-clay mixtures.	
Fine Grained Soils More than 50% passes No. 200 sieve *	Silts and Clays Liquid Limit of 50% or less		**ML**	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands.	
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.	
			OL	Organic silts and organic silty clays of low plasticity.	
	Silts and Clays Liquid Limit greater than 50%.		**MH**	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts.	
			CH	Inorganic clays of high plasticity, fat clays.	
			OH	Organic clays of medium to high plasticity.	
	Highly Organic Soils		**Pt**	Peat, muck and other highly organic soils.	

Classification on basis of percentage of fines.
Less than 5% passing No. 200 Sieve: GW, GP, SW, SP
More than 12% passing No. 200 Sieve: GM, GC, SM, SC
From 5% to 12% passing No. 200 Sieve: Borderline Classification requiring use of duel symbols.



APPENDIX B

GROUNDWATER ISSUES

PLACEMENT and COMPACTION OF ENGINEERED FILL

GROUNDWATER ISSUES

The following presents additional comment and soil specific issues related to measurement of groundwater conditions at your project site.

Note that our groundwater measurements, or lack thereof, will vary depending on the time allowed for equilibrium to occur in the borings. Extended observation time was not available during the scope of the field exploration program and, therefore, groundwater measurements as noted on the borings logs may or may not accurately reflect actual conditions at your site.

Seasonal and yearly fluctuations of the ground water level, if any, occur. Perched groundwater may be present within sand and silt lenses bedded within cohesive soil formations. Groundwater typically exists at depth within cohesive and cohesionless soils.

We anticipate that a system of sump pits and pumps located outside of the excavation areas would be suitable for control if groundwater were to be encountered. However, a well point system would be more suitable for control of groundwater if excavations were to be advanced into the ground water table at depth in free draining granular soils. Additionally, we caution such seepage from such formations and any water entry from excavations below the groundwater table may be heavy and will vary based on seasonal and annual precipitation, and ground related impacts in the vicinity of the project. The groundwater surface should be maintained a minimum of 2 feet below the bottom of the excavation at all times.

PLACEMENT and COMPACTION OF ENGINEERED FILL

Unless otherwise superseded within the body of the Geotechnical Exploration Report, the following criteria shall be utilized for placement of engineered fill on project. This includes, but is not limited to earthen fill placement to improve site grades, fill placed below structural footings, fill placed interior of structure, and fill placed as backfill of foundations.

Engineered fill placed for construction, if necessary should consist of natural, non-organic, competent soils native to the project area. Such soils may include, but are not limited to gravel, sand, or clays with Unified Soil Classification System (ASTM D2488) classifications of GW, SP, or SM. Use of silt or clayey silt as project fill will require additional review and approval of project Geotechnical Engineer of Record. Such soils have USCS classifications of ML, MH, ML-CL, MH-CH. Use of topsoil, marl, peat, other organic soils construction debris and/or other unsuitable materials as fill is not allowed. Such soils have USCS classifications of OL, OH, Pt.

Engineered fill, classified as clay, should be tempered such that the moisture content at the time of placement is equal to and no more than 3 percent above the optimum content for as defined by the appropriate proctor test. Likewise, engineered fill classified as gravel or sand should be tempered such that the moisture content at the time of placement is within 3 percent of the optimum content.

All engineered fill for construction should be placed in individual 8 inch maximum depth lifts. Each lift of fill should be compacted by large vibratory equipment until the in-place soil density is equal to or greater than the criteria established within the following tabulation.

	Compaction Criteria (% respective Proctor)[1]	
Type of Construction	**Clay**	**Sand or Gravel**
General Embankment Fill	Min. 95	Min. 95
Engineered Fill below Foundations	NA	Min. 98
Engineered Fill below Floor Slabs	NA	Min. 98
Engineered Fill placed as Pavement Aggregate Base	NA	Min. 100
Engineered Fill placed to within 3 feet of pavement aggregate base	Min. 95	Min. 95
Engineered Fill placed within 3 feet of pavement aggregate base	Min. 100	Min. 100

1 Unless otherwise required, compaction shall be based on the Standard Proctor Test (ASTM D698).

Density tests should be taken during engineered fill placement to document earthwork has achieved necessary compaction of the material(s). Recommendations for interior fill placement and backfill of foundation walls are presented within other sections of this report.

APPENDIX C

BORING LOCATION DIAGRAM

SOIL BORING LOGS



Boring Location Diagram

Completed Soil Borings:

Alpine and Sunwood Drive – Street Improvements – Sunwood Drive

Ramsey, Minnesota

NTI Project #: 16.61770.100

N

NOTE: Boring locations are approximate.

NTI NORTHERN TECHNOLOGIES, LLC

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BORING NUMBER S-1

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 9.50 ft / Elev 90.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) --- **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.7 BITUMINOUS PAVEMENT (8.3 Inches) 99.3	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel (Fill) NOTE: Brown to dark brown below 2.0 feet.	SS 2	100	7-8-9 (17)			9				
		4.5 95.5										
5		POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to medium grained, moist to saturated, medium dense to loose, trace gravel (Alluvial)	SS 3	89	6-7-6 (13)							
			SS 4	94	3-2-3 (5)							
10		▽										
		11.0 89.0	SS 5	89	4-6-5 (11)							

Bottom of borehole at 11.0 feet.

NTI GEOTECH COLUMNS W/NOTES - NTI 2016-08-10.GDT - 11/21/16 17:16 - \\NTIDATA\RAMSEY\1-PROJECTS\2016 PROJECTS\ALPINE AND SUNWOOD DRIVE STREET IMPROVEMENTS - GEO - (16.61770.100)\ENGINEERING\ENGINEERING REPORTS\GINT\RAMSEY LOGS.GPJ

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BORING NUMBER S-2

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.00 ft / Elev 93.00 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 4 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.5 Inches) 99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown to dark brown, fine to medium grained, moist, trace gravel (Fill)	SS 2	67	3-6-8 (14)							
5			SS 3	83	5-6-5 (11)			6				
		7.0 ▽ 93.0 POORLY GRADED SAND, (SP) light brown, fine to medium grained, saturated, loose, trace gravel (Alluvial)	SS 4	100	3-4-3 (7)							
10		9.5 90.5 POORLY GRADED SAND WITH SILT, (SP-SM) brown to dark brown, fine to medium grained, saturated, loose, trace gravel (Alluvial)	SS 5	78	3-3-5 (8)							
		11.0 89.0 Bottom of borehole at 11.0 feet.										

NTI GEOTECH COLUMNS W/NOTES - NTI 2016-08-10.GDT - 11/21/16 17:16 - \\NTIDATA\RAMSEY\1-PROJECTS\2016 PROJECTS\ALPINE AND SUNWOOD DRIVE STREET IMPROVEMENTS - GEO - (16.61770.100)\ENGINEERING\ENGINEERING REPORTS\GINT\RAMSEY LOGS.GPJ

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BORING NUMBER S-3

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.50 ft / Elev 92.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 3.5 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.5 Inches)	99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown to dark brown, fine to medium grained, moist, little gravel (Fill)	98.0	SS 2	94	4-5-4 (9)			9				16
5		4.5 SILTY SAND, (SM) brown, fine to medium grained, moist, medium dense, trace gravel (Alluvial)	95.5	SS 3	94	5-6-7 (13)							
		▽ POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist to saturated, medium dense to loose, trace gravel (Alluvial)		SS 4	89	3-4-3 (7)							
10		9.5	90.5										
		11.0 POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, saturated, loose, trace gravel (Alluvial)	89.0	SS 5	83	3-3-4 (7)							

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-4

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.00 ft / Elev 93.00 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) --- **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.5 Inches) 99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) dark brown, fine to medium grained, moist, trace gravel (Fill)										
		2.0 98.0	SS 2	94	5-6-7 (13)			8				9
		POORLY GRADED SAND WITH SILT, (SP-SM) dark brown, fine to medium grained, moist, trace gravel (Fill)										
5		4.5 95.5	SS 3	89	5-6-6 (12)							
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist to saturated, medium dense to loose, trace gravel (Alluvial) ▽	SS 4	83	3-4-3 (7)							
10		11.0 89.0	SS 5	89	3-3-4 (7)							

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-5

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.50 ft / Elev 92.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 4 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.8 Inches) 99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown to dark brown, fine to medium grained, moist, trace gravel (Fill) NOT: Brown to dark brown below 2.0 feet.	SS 2	78	6-6-8 (14)			5				
5		4.5 POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist to saturated, medium dense to loose, trace gravel (Alluvial) 95.5	SS 3	83	5-5-6 (11)							
		▽	SS 4	72	3-4-3 (7)							
10		11.0 89.0	SS 5	89	3-4-5 (9)							

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-6

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.00 ft / Elev 93.00 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 3.5 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.8 Inches) 99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, little gravel (Fill)	SS 2	67	4-6-7 (13)							
		4.5 95.5										
5		POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to medium grained, moist to saturated, medium dense to loose, trace gravel (Alluvial) ▽	SS 3	89	5-6-6 (12)			12				
			SS 4	94	3-4-3 (7)							
10		11.0 89.0	SS 5	50	3-4-4 (8)							

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-7

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.00 ft / Elev 93.00 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 3.5 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.3 Inches) 99.7	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel, occasional bituminous debris (Fill)	SS 2	89	4-5-5 (10)			4				
5		4.5 95.5 POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist, loose, trace gravel (Alluvial)	SS 3	83	4-4-4 (8)							
		7.0 ▽ 93.0 POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to medium grained, saturated, medium dense, trace gravel (Alluvial)	SS 4	89	3-4-5 (9)							
10		11.0 89.0	SS 5	100	3-5-6 (11)							

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-8

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.00 ft / Elev 93.00 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 4 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.5 BITUMINOUS PAVEMENT (5.8 Inches) 99.5	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel (Fill) NOTE: Brown to dark brown with occasional bituminous debris below 2.0 feet.	SS 2	78	7-8-7 (15)			5				
		4.5		95.5								
5		POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to medium grained, moist to saturated, loose, trace gravel ▽ (Alluvial)	SS 3	83	3-4-4 (8)							
			SS 4	94	4-3-4 (7)							
10			SS 5	89	3-4-3 (7)							
		11.0		89.0								

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-9

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.50 ft / Elev 92.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 4 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.5 Inches)	99.6	AU 1					6				8
		2.0 POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel (Fill)	98.0	SS 2	89	6-10-8 (18)							
5		4.5 POORLY GRADED SAND WITH SILT, (SP-SM) orange brown, fine to medium grained, moist, trace gravel (Fill)	95.5	SS 3	100	5-6-5 (11)							
		7.0 POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist, medium dense, trace gravel (Alluvial)	93.0	SS 4	89	3-4-4 (8)							
10		▽ POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist to saturated, loose to medium dense, trace gravel (Alluvial)		SS 5	89	3-4-5 (9)							
		11.0	89.0										

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-10

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.50 ft / Elev 92.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 5 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (5.0 Inches) 99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel, occasional bituminous debris (Fill)	SS 2	100	16-7-8 (15)			4				
5		4.5 95.5 POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist, loose, trace gravel (Alluvial)	SS 3	100	3-4-4 (8)							
		7.0 93.0 ▽ POORLY GRADED SAND WITH SILT, (SP-SM) gray, fine to medium grained, moist to saturated, loose, trace gravel (Alluvial)	SS 4	100	2-2-3 (5)							
10			SS 5	89	5-4-4 (8)							
		11.0 89.0										

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-11

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 9.50 ft / Elev 90.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 4 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

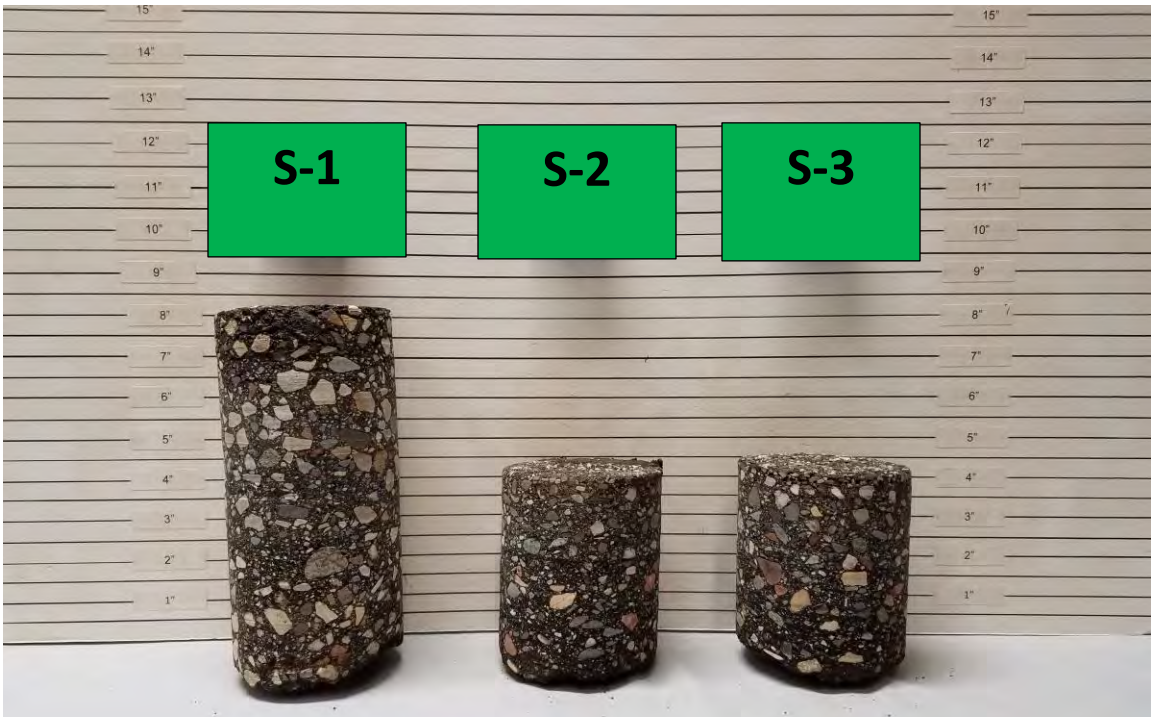
DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.8 Inches)	99.6	AU 1									
		2.0 POORLY GRADED SAND WITH SILT, (SP-SM) brown to dark brown, fine to medium grained, moist, trace gravel (Fill)	98.0	SS 2	89	3-4-5 (9)							
5		POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist, medium dense to very loose, trace gravel (Alluvial)		SS 3	94	3-3-3 (6)			5				4
				SS 4	83	2-2-2 (4)							
10		9.5 ▽	90.5										
		11.0 POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to medium grained, saturated, loose, trace gravel (Alluvial)	89.0	SS 5	78	3-3-4 (7)							
		Bottom of borehole at 11.0 feet.											

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APPENDIX D

PAVEMENT CORE PHOTOGRAPHS

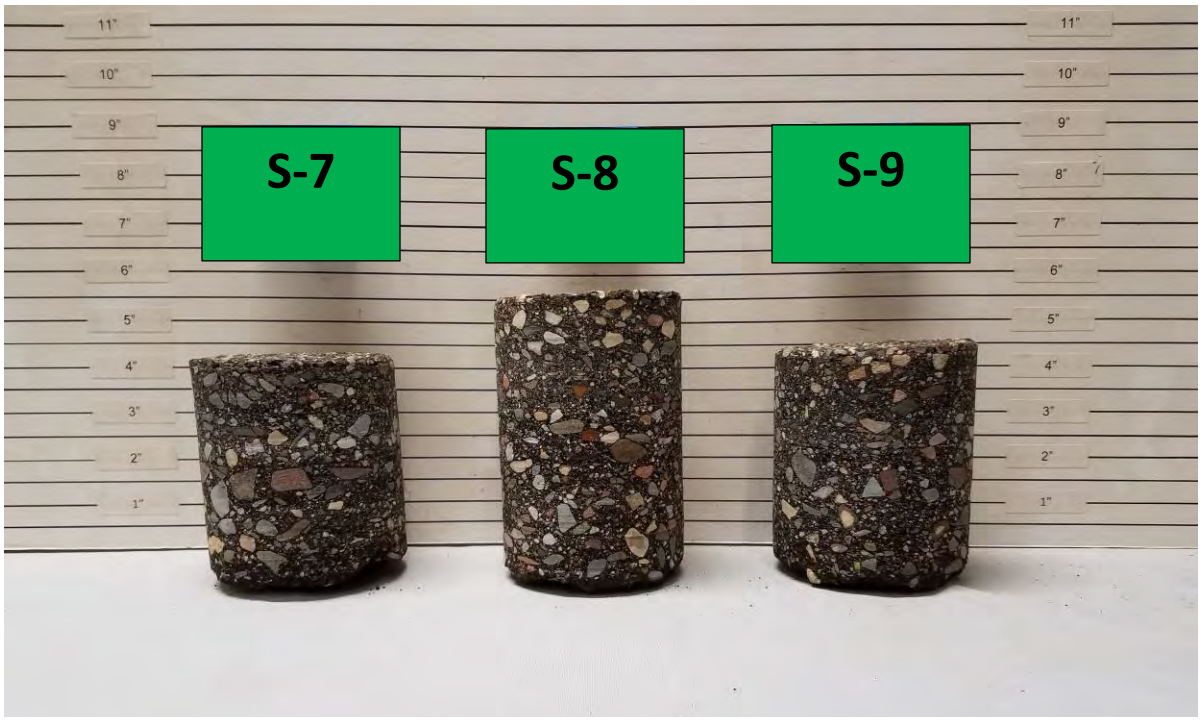
Bituminous Pavement Cores, S-1: 8 ¼ Inches, S-2: 4 ½ Inches, S-3: 4 ½ Inches.



Bituminous Pavement Cores, S-4: 4 ½ Inches, S-5: 4 ¾ Inches, S-6: 4 ¾ Inches.



Bituminous Pavement Cores, S-7: 4 ¼ Inches, S-8: 5 ¾ Inches, S-9: 4 ½ Inches.



Bituminous Pavement Cores, S-10: 5 Inches, S-11: 4 ¾ Inches.



701 Xenia Avenue South | Suite 300 | Minneapolis, MN 55416 | (763) 541-4800

December 27, 2016

Mr. Bruce Westby P.E.
City Engineer
7550 Sunwood Drive NW.
Ramsey, MN 55303

Re: Pavement Evaluations and Recommendations for City of Ramsey Improvement Project #17-00
2017 Sunwood Drive Reconstruction

Observation: On December 20, 2016 WSB & Associates cored Sunwood Drive from Ramsey Blvd. to Bunker Lake Blvd in Ramsey, MN, to verify the thickness of the Hot Mix Asphalt (HMA) and to determine what type of granular base was under the HMA. The pavement is in a light industrial park area and was constructed in 1980s. The main observed distress was cracking caused by aging of the HMA. Some fatigue cracks were observed in the wheel paths which are to be expected as a pavement meets its design life. One other observation was that the some of the warehouses were expanding their building which leads me to believe the truck traffic will only increase over the next 20 years. The cores measured 4 inches thick with a granular base material that appears to be Class 5.

Recommendations: Based on the information above our first recommendation would be to mill off 3 inches of the HMA and then do a 6 inch Stabilized Full Depth Reclamation (SFDR) using asphalt emulsion. The concept of doing SFDR over removing and repaving is that we can increase the structural capacity of the pavement by building down deeper into the pavement structure. This option would completely break up the existing crack pattern. Properly designed and constructed SFDR should yield gravel equivalencies of 1.5 to 2.0 with 1.8 being a good design value to use. Then repave the last 3 inches using SPWEB440C Super Pave. MnDOT gives this option the same value as a complete reconstruction at approximately 40 to 60 percent of the cost.

Option 2 would be to remove all the HMA and re-compact the base and repave. This option should be less expensive than Option 1. The one issue that we have with this option is the belief that truck traffic on Sunwood is only going to increase and that this option may fail prematurely compared to the existing pavement. If this option is chosen we would recommend using 4 inches of the same HMA as spelled out above.

Please let me know if you have any other questions of comments regarding this report.

Sincerely,

WSB & Associates, Inc.

Thomas J. Wood
Project Manager

Appendix A

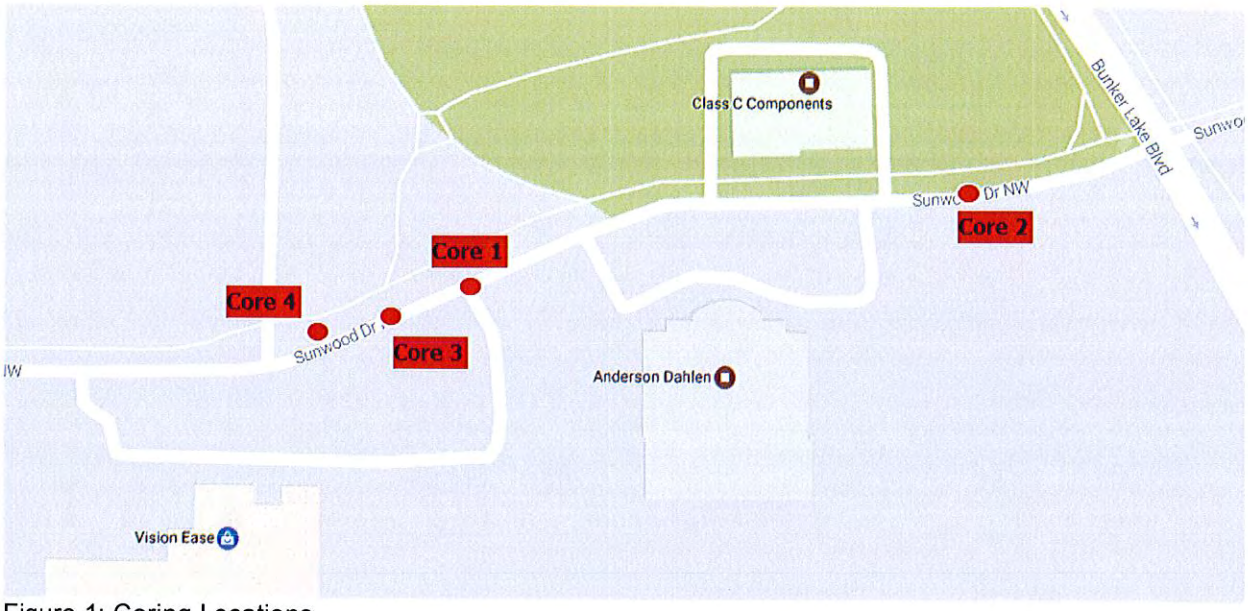


Figure 1: Coring Locations

Appendix B

Core 1







Core 2







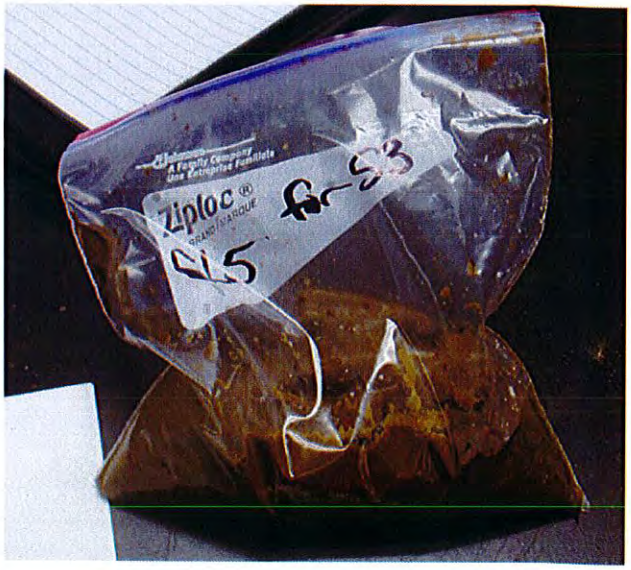


Core 3









Core 4





SPECIAL ASSESSMENTS POLICY AND PROCEDURES FOR PUBLIC IMPROVEMENTS AND MAINTENANCE COSTS

SECTION 1. General Policy Statement.
SECTION 2. Improvements and Maintenance Costs Eligible for Special Assessment.
SECTION 3. Initiation of Public Improvement Projects.
SECTION 4. Public Improvement Procedures.
SECTION 5. Financing of Public Improvements.
SECTION 6. General Assessment Policies.
SECTION 7. Methods of Assessment.
SECTION 8. Standards for Public Improvement Projects.
SECTION 9. Policies of Reassessment.
SECTION 10. Assessment Computations.
SECTION 11. Deferment of Assessments.

SECTION 1. GENERAL POLICY STATEMENT.

The purpose of this policy is to establish a fair and equitable manner of assessing the increase in market value (special benefit) associated with public improvements. The procedures used by the City for levying special assessments are those specified by the City Charter and Minnesota Statutes Chapter 429, which provide that all or a part of the cost of improvements may be assessed against benefiting properties.

Three basic criteria must be satisfied before a particular parcel can be assessed. The criteria are as follows:

1. The land must have received special benefit from the improvement.
2. The amount of the assessment must not exceed the special benefit.
3. The assessment must be uniform in relation to the same class of property within the assessment area.

It is important to recognize that the actual cost of extending an improvement past or through a particular parcel is not the controlling factor in determining the amount to be assessed. However, in many cases the method for assigning the value of the benefit received by the improvement, and therefore the amount to be assessed, will focus on calculating the proportionate cost of providing the improvement, provided the cost does not exceed the increase in property market value resulting from the improvement. The entire project shall be considered as a whole for the purpose of calculating and computing an assessment rate. In the event City staff has doubt as to whether the costs of the project may exceed the special benefits to the property, the City Council may obtain such appraisals as may be necessary to support the proposed assessment.

The assessment policy is intended to serve as a guide for a systematic assessment process in the City. There may be exceptions to the policy or unique circumstances or situations that may require special consideration and discretion by City staff and the City Council.

SECTION 2. IMPROVEMENTS AND MAINTENANCE COSTS ELIGIBLE FOR SPECIAL ASSESSMENT.

Subd. 1. Public improvements, and related acquisition, construction, extension, and maintenance of such improvements, authorized by Minnesota Statutes, Sections 429.021 and 459.14, subd. 7, that are eligible for special assessment within the City include the following:

1. Streets, sidewalks, pavement, curbs and gutters, including the beautification thereof.
2. Parking lots.
3. Water works systems and appurtenances, within and without the corporate limits.
4. Sanitary sewer and storm sewer systems including appurtenances, within and without the corporate limits.
5. Street boulevard trees.
6. Street lights, street lighting systems and special lighting systems.
7. Steam heating mains.
8. Parks, playgrounds, and recreational facilities, including the purchase of equipment, within or without the corporate limits.
9. Abatement of nuisances, including but not limited to, draining and filling swamps, marshes, and ponds on public and private property.
10. Dikes and other flood control works.
11. Retaining walls and area walls.
12. A pedestrian skyway system upon a petition pursuant to section 429.031, subdivision 3.
13. Underground pedestrian concourses.
14. Public malls, plazas or courtyards.
15. District heating systems.
16. Fire protection systems in existing buildings upon a petition pursuant to section 429.031, subdivision 3.
17. Highway sound barriers.
18. Gas and electric distribution facilities.

Subd. 2. The City is also authorized by ordinance adopted pursuant to Minnesota Statutes Section 429.101 to recover, through special assessment, certain costs, including the following:

1. Snow, ice, or rubbish removal from sidewalks.
2. Weed elimination from streets or private property.
3. Removal or elimination of public health or safety hazards from private property excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26.
4. Installation or repair of water service lines, street sprinkling, sweeping, or other dust treatment of streets.
5. The trimming and care of trees and the removal of unsound trees from any street.
6. The treatment and removal of insect infested or diseased trees on private property.
7. The repair of sidewalks and alleys.
8. The operation of a street lighting system.
9. The operation and maintenance of a fire protection or a pedestrian skyway system.

SECTION 3. INITIATION OF PUBLIC IMPROVEMENT PROJECTS.

Public improvement projects can be initiated in the following ways.

1. Public improvement projects may be initiated by petition of owners of not less than 50% in frontage of the property abutting the proposed improvement in accordance with the provisions of Section 8.4.2 of the City Charter.

2. Public improvements also may be initiated by the City Council when, in its judgment, such action is required and is in accordance with the provisions of Chapter 8 of the City Charter.

3. A resolution ordering any improvements initiated by the Council requires a four-fifths majority vote of all members of the Council. A resolution ordering any improvements petitioned for by owners of not less than 50% of abutting property owners requires a majority vote of all members of the Council. A resolution ordering any improvements initiated by all owners of abutting property, and assessing the entire cost against their property, may be adopted without a public hearing. The Council may consider the request of a Developer to construct the improvements and assess them.

SECTION 4. PUBLIC IMPROVEMENT PROCEDURE.

The following is the general procedure followed by the City Council for all public improvement projects from initiation of such a project through certification of the assessment roll to the County Auditor. Formats for the various reports and resolutions referenced in this section are made a part of the policies and procedures of the City**. Applicable state law and City Charter provisions take precedence over the following general procedure.**

1. Staff reviews the petition or Developer's request for submission to Council.
2. Council accepts or rejects the petition or request. If based upon a petition, the Council adopts a resolution declaring whether the required percentage of property owners signed the petition. If the petition or request is accepted, Council orders the preparation of a feasibility report.
3. Staff prepares the feasibility report. The report shall preliminarily evaluate whether the proposed improvement is necessary, cost-effective, and feasible and whether it should be made as proposed or in conjunction with another project. The report shall include an estimate of the cost of the improvement as proposed. Council may refer the report to the Planning and Zoning Commission.
4. Council accepts or rejects the feasibility report. If accepted, Council orders a public hearing on the improvements.
5. Staff posts and publishes the hearing notice and mails notices to affected property owners as provided in Minn. Stat. § 429.031(a).
6. Council conducts a public hearing.
7. Within six (6) months of the hearing date, but no sooner than sixty (60) days after per City Charter § 8.4.1, Council adopts or rejects a resolution ordering the improvement to be constructed and advertisement of bids. If adopted, staff prepares final plans, advertises for and opens bids as provided in Minn. Stat. § 429.041, prepares a bid tabulation, makes a recommendation to City Council for award, and prepares a proposed assessment roll. Bonds to finance project costs may be issued at any time after the improvements are ordered.

8. Council reviews the proposed assessment roll and orders an assessment hearing.
9. Staff publishes a hearing notice and mails notice of the hearing date and proposed assessments to the affected property owners as provided in Minn. Stat. § 429.061.
10. Council conducts the assessment hearing and adopts, revises, or rejects the resolution determining the amount of the total expense the City will pay, if any, and establishing the assessment roll. If adopted, Council authorizes certification of the assessment to the County Auditor.
11. Council awards contracts based on the bids received.
12. Staff certifies the assessment roll to the County Auditor.
13. Staff supervises construction and prepares payments.

SECTION 5. FINANCING OF PUBLIC IMPROVEMENTS.

The City encourages public improvement projects when the area benefiting and needing such improvements develop. Examples of this policy can be seen through the subdivision regulations, zoning ordinance, and building codes. Developers are required to provide the needed improvements and services before development occurs, thereby avoiding unexpected hardships on the property owners purchasing such property and the general public. However, it is recognized that certain areas of the City have developed without all needed public improvements (e.g. parks, water, sewer, and street improvements) and that methods must be found to provide these improvements without causing undue hardships on the general public or the individual property owners.

Special assessments are generally accepted as a means by which areas can obtain improvements or services; however, the method of financing assessment is a critical factor to both the City and the property owner. Full project costs spread over a very short term can cause an undue hardship on the property owner and, likewise, city costs and systems costs spread over a long period of time can cause an undue hardship on the City.

It is the policy of the City to not defer assessments except in cases where hardship to senior citizens 65 years of age or older, or persons retired by virtue of a permanent and total disability, would result. Also, the City Council may elect to defer assessments on undeveloped land for a specified length of time or until the lands are developed. Terms and conditions of any such deferral will be established in the resolution adopting the assessments.

SECTION 6. GENERAL ASSESSMENT POLICIES APPLICABLE TO ALL TYPES OF IMPROVEMENTS.

The cost of any improvement shall be assessed based upon benefits received. The following general principles shall be used as a basis of the City's assessment policy:

1. **Project Cost.** The "project cost" of an improvement includes the costs of all necessary construction work required to accomplish the improvement (direct costs), plus engineering, legal, administrative, financing and other contingent costs, including acquisition of right-of-way and other property (indirect costs). The finance charges include all costs of financing the project. These costs include, but are not limited to, financial consultant's fees, bond rating agency fee, bond attorney's fees, and capitalized interest. The interest charged to the project shall be included as financing charges.

2. **City Cost.** The "city cost" of an improvement is the amount of the total improvement expense the City will pay as determined by Council resolution. Where the project cost of an improvement is not entirely attributed to the need for service to the area served by the improvement, or where unusual conditions beyond the control of the owners of the property in the area served by the improvement would result in an inequitable distribution of special assessments, or for any other reason determined by the City, the City, through the use of other funds, may pay such "city cost."
3. **Assessable Cost.** The "assessable cost" of an improvement is equal to the "project cost" minus the "city cost."
4. **Interest.** The City will charge interest on special assessments at a rate specified in the resolution approving the assessment roll. If bonds were sold to finance the improvement project, the interest rate shall be equal to the interest rate of the bonds plus 2% (2% above bond rate), rounded to the nearest quarter of a percent. If no bonds were sold, the interest rate shall be set at the U.S. Treasury rate (10-year for 10 year assessment; 15-Year for 15 year assessment) plus 2 percentage points.
5. **Prepayment.** Property owners may pay their assessments in full, interest free, for a period of 30 days after the assessment hearing. After such period interest shall be computed from the date specified in the assessment resolution. The City will transmit a certified duplicate of the assessment roll with each installment, including interest, to the County Auditor, or in lieu of such certification, annually certify to the County Auditor by November 30 in each year, the total amount of installments of and interest on assessments on each parcel that are to become due in the following year.
6. **Extensions.** Where an improvement is designed for service of an area beyond that receiving the initial benefit, the City may pay for increased project costs due to such provisions for future service extensions. The City will levy assessments to cover this cost when a new improvement is installed as an extension of the existing improvement upon identification of such additional amount in the notice of hearing for the extensions or new improvements. As an alternative, the City may assess these costs to the area of future extension immediately based on the value of benefit received.
7. **Project Assistance.** If the City receives financial assistance from the Federal Government, the State of Minnesota, the County, or from any other source to defray a portion of the costs of a given improvement, such aid will be used first to reduce the "city cost" of the improvement. If the financial assistance received is greater than the "city cost," the remainder of the aid will be placed in the Public Improvement Revolving Fund to be applied towards other City projects.
8. **Assessable Property.** Property owned by the City and other political subdivisions including municipal building sites, parks and playgrounds, but not including public streets, alleys, and right-of-way, shall be regarded as being assessable on the same basis as if such property was privately owned. Private right-of-way shall be assessable.
9. **Individual Benefits.** The City may construct improvements specifically designed for or shown to be of benefit solely to one or more properties. The costs for these improvements will be assessed directly to such properties, and not included in the assessments for the remainder of the project. An example would be utility service lines running from the main lines to the property.
10. **Benefit Appraisals.** In the event that City staff has doubt as to whether the proposed assessments exceed the special benefits to the property(ies) in question, the City Council may order benefit appraisals or benefit appraisal consultations as deemed necessary to support the proposed assessments. As a general rule, benefit appraisals or benefit appraisal consultations may be ordered when the proposed assessment exceeds $5,000 for a standard city street

reconstruction project on a residential lot, or $20,000 per acre for commercial or industrial property.

11. **Condemnation Awards.** A property owner may elect to offset special assessments against condemnation awards. In such case, the property owner must execute an agreement (Net Assessment Agreement) with the City.
12. **Subgrade Corrections.** All costs relative to subgrade soil corrections deemed necessary to construct or reconstruct City streets will be considered a "city cost" and will not be assessed.
13. **Rural to Urban Conversion.** All costs relative to converting an existing rural street section to an urban street section by filling roadside drainage ditches and adding curb and gutter and storm sewer will be considered a "city cost" and will not be assessed.
14. **Oversizing.** All costs relative to oversizing an existing City street by increasing the width of the street and/or the load carrying capacity of the pavement section will be considered a "city cost" and will not be assessed.

SECTION 7. METHODS OF ASSESSMENT.

Subd. 1. General Statement. There are three different methods of assessment: adjusted front footage, area, and per lot. The feasibility report will recommend one or a combination of these methods for each project, based upon which method would best reflect the benefit received for the area to be assessed. The City Council will select the preferred method of calculating the assessments along with other applicable assessment criteria.

Subd. 2. Policy Statement. The following methods of assessment, as described and defined below, are hereby established as the preferred methods of assessment in the City.

A. "Adjusted Front Footage" Method of Assessment.

The "adjusted front footage" method of assessment is based on the quotient of the "assessable cost" divided by the total assessable frontage benefiting from the improvement. This method is typically applied to commercial, industrial, and multi-family residential properties. For the purpose of determining the "assessable frontage," all properties, including those owned by governmental entities, shall have their frontages included in such calculation.

The actual physical dimensions of a parcel abutting an improvement (i.e., street, sewer, water, etc.) shall not be construed as the frontage utilized to calculate the assessment for a particular parcel. Rather, an "adjusted front footage" will be determined. The purpose of this method is to equalize assessment calculations for lots of similar size. Individual parcels by their very nature differ considerably in shape and area. The following procedures will apply when calculating adjusted front footage. The selection of the appropriate procedure will be determined by the specified configuration of the parcel. All measurements will be scaled from available plat and section maps and will be rounded down to the nearest foot dimension with any excess fraction deleted.

1. *Rectangular Interior Lots.* The rectangular lot is defined as having no more than 2 feet of difference between the front and rear lot lines. The adjusted front footage is the actual front footage of the lot. For rectangular lots whose frontage is greater than its depth, the "odd shaped lot" method shall be used.

2. *Odd Shaped Lots.* For odd shaped lots such as exist on cul-de-sacs and curved streets where there is more than 2 feet of difference between the front and rear lot lines, and where the lots frontage is greater than its depth, the "odd shaped lot" method of determining the adjusted front footage shall be used. The adjusted front footage shall be computed by dividing the area of the lot by 12,000 square feet to determine the equivalent number of front footage units in the parcel. The number of units multiplied by 65 feet will give the adjusted front footage.

3. *Corner Lot Adjustment.* For street and trail assessments, the short side will be assessed the actual front footage. The long side will be assessed one-half the actual side footage. Sanitary sewer and watermain will only be assessed on the short side of a corner lot.

4. *Zonal Assessment.* When the street along the long side of a corner lot is improved, the cost shall be assessed equally to all lots within ½ block in each direction of the street improved. This method may be selected rather than the "corner lot adjustment".

5. *Double Fronting Lots.* When a lot has frontage on two streets, the lot is subject to assessments for improvements to both streets, consistent with this policy, regardless of the timing of the improvements.

B. "Area" Method of Assessment.

The "area" method of assessment is based on the number of square feet or acres within the boundaries of the appropriate property lines of the parcels benefiting from the project. This method is most often applied to commercial and industrial lots. The assessment rate (i.e., cost per square foot) shall be calculated by dividing the total assessable cost by the total assessable area. On large lots, the City Engineer may determine that only a portion of the lots receives the benefit and may select a lot depth for the calculations equal to the benefit received.

All properties included in the benefited area, including those owned by governmental entities, churches, etc., shall be assessable. The following items may not be included in area calculations: public right-of-ways, and natural waterways, swamps and lakes and other wetlands designated by the Minnesota Department of Natural Resources or the City. The City Engineer will make a recommendation on the boundaries or parameters of the benefited area in the feasibility report.

C. "Per Lot" Method of Assessment.

The "per lot" method of assessment is based on equal assessment of all lots within the benefited area. This method is typically applied to single-family residential lots with similar sizes and configurations. The "assessment per lot" shall be the quotient of the "assessable cost" divided by the total assessable lots or parcels benefiting from the improvement. For the purpose of determining the "lots" or "parcels" all parcels, including those owned by governmental entities, shall be included in such calculations.

SECTION 8. STANDARDS FOR PUBLIC IMPROVEMENT PROJECTS.

The following standards are hereby established by the City to provide a uniform guide for improvements within the City.

A. Surface Improvements

Surface improvements shall normally include all improvements visible on or above the ground within the right-of-way, and include, but are not limited to, trees, lighting, sidewalks, trails, signing, street and accessory improvements such as drainage ponds and facilities, parking lots, parks and playgrounds. Surface improvements shall also normally include aggregate or granular base materials for bituminous and concrete pavements.

Policy Statement. Prior to construction or completion of surface improvements, all utilities and utility service lines (including sanitary sewers, storm sewers, water lines, gas and electric service) shall be installed to all planned service locations such as residences or buildings.

When practicable, no surface improvements to less than both sides of a full block of street shall be approved except as necessary to complete partially completed improvements initiated previously. Concrete or bituminous curbing, or concrete curb and gutter, shall be installed at the same time as street surfacing.

B. Sub-Surface Improvements

Sub-surface improvements shall normally include such items as water distribution, sanitary sewer and storm sewer lines and appurtenant infrastructure, and electric and gas utilities.

Main lines are the publicly owned and maintained lines or facilities such as trunk lines, interceptors, mains, and laterals. Service lines are those privately owned lines or facilities extending from the main line to the property line.

Policy Statement. Sub-surface improvements shall be made to serve current and projected land use. All installations shall conform to applicable standards established by local, state and/or federal agencies of competent jurisdiction. All installations shall also comply, to the maximum extent feasible, with nationally recognized standards such as those of the American Insurance Association.

Service lines from the lateral or trunk utility to the property line of all planned service locations such as residences or buildings on properties whose owner has requested service shall be installed in conjunction with the construction of the mains.

C. Subgrade Improvements

Subgrade improvements shall normally include such items as subgrade corrections (removing layers/pockets of unsuitable soils and replacing them with aggregate base, select granular material, or other more suitable soils) and installation of geotextile fabrics.

Policy Statement. Prior to construction or completion of subgrade improvements, all utilities and utility service lines (including sanitary sewers, storm sewers, water lines, gas and electric service) shall be installed to all planned service locations such as residences or buildings.

SECTION 9. POLICIES OF REASSESSMENT.

The City shall design public improvements to last for a definite period. The life expectancy or service life shall be as stated in the policy statement of this section, or if different, shall be as stated in the resolution ordering improvement and preparation of plans.

Policy Statement

The following are the "life expectancies" or "service lives" of public improvements except as may be otherwise stated in the resolution ordering improvement and preparation of plans.

1. Sidewalks and Trails – 30 years.
2. Street improvements, including surfacing and curb and gutter – 60 years.
3. Ornamental street lighting – 30 years.
4. Water Mains – 60 years.
5. Sanitary Sewers – 60 years.
6. Storm Sewers – 60 years.

SECTION 10. ASSESSMENT COMPUTATIONS.

The following is the typical city assessment for various specified improvements. The City Council reserves the right to vary from the following computations when conditions warrant. All computations are subject to the criteria set forth in Section 1.

A. Street and Curb and Gutter Improvements

1. ***New Construction.*** New streets are assessed 100% to the abutting benefited properties. Street and curb and gutter improvements will normally be assessed by the adjusted front footage method for commercial, industrial and multi-family residential properties, or by the per lot method for single-family residential properties, however other methods including the area method may be utilized if conditions warrant. Cost of construction of streets shall be assessed based on the minimum design of 7-ton axle load in residential areas and 9-ton axle load in commercial and industrial areas. Oversizing costs that are incurred in excess of the above may be paid by: (1) State funds, (2) larger assessment rates to other benefited properties, (3) general obligation funds, or (4) any other method or combination of methods authorized by the City Council.
2. ***Reconstruction and Overlays.*** Street reconstructions and overlays, including the associated removal and replacement of curb and gutter, are assessed 25% to the abutting benefited properties or as otherwise determined by Council ordered benefit appraisals.
3. ***Gravel Streets.*** Upgrading existing gravel streets by adding pavement, curb and gutter, and storm sewer are assessed 50% to the abutting benefited properties or as otherwise determined by Council ordered benefit appraisals.
4. ***Seal Coats.*** Sealcoats are not assessed.
5. ***Alleys.*** Upgrading existing gravel alleys by adding pavement is assessed 50% to all lots abutting on the alley in the block being improved or as otherwise determined by Council ordered benefit appraisals. Reconstructing existing paved alleys is 25% assessed to all lots abutting on the alley or as otherwise determined by Council ordered benefit appraisals.

B. Sidewalks and Trails

1. ***New Construction.*** New sidewalks and trails are not assessed to the abutting property on which the sidewalk is located, but rather are funded 100% by the City. In new subdivisions, the City will require the developer to finance sidewalk and trail improvements rather than assessing the cost.
2. ***Reconstruction.*** Replacement sidewalks are assessed 25% to the abutting property owner and 75% City funded.

C. Storm Sewer Improvements

Storm sewers are assessed on a project-by-project basis. Storm sewers in new subdivisions are considered an assessable improvement on an area basis.

Oversizing costs due to larger mains and larger appurtenances are paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area storm sewer charges are levied to all unplatted property at the time of platting, to re-plats that have not been charged trunk area charges when the land was originally platted, and to re-plats that have been charged trunk area charges when the land was originally platted but where the use is increasing (only the cost difference based on current and prior use is charged). The charges will be set in the annual fee schedule approved by the City Council.

Normally, storm sewers are assessed on an area basis (square foot or acres), but in certain situations the per lot method or adjusted front footage method may be utilized at the City Council's discretion.

The replacement of existing storm sewers is paid for entirely through the Stormwater Utility Fund.

D. Sanitary Sewer Assessments

Assessments for sanitary sewer in residential areas are based upon the cost of construction of 8-inch mains, which is the smallest size installed in residential areas of the City. Assessments for sanitary sewers in commercial and industrial areas are based upon a standard size of 12-inch mains. Sanitary sewer assessments must conform to Chapter 8 of the City Charter.

Oversizing costs due to larger mains and larger appurtenances will be paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area sanitary sewer charges shall be levied on all un-platted property at the time of platting and on re-plats that have not been charged trunk area charges when the land was originally platted. The charges will be set in the annual fee schedule approved by the City Council. Services installed to individual properties are assessed to the benefiting property as allowed under Chapter 8 of the City Charter.

Normally, sanitary sewers are assessed on an area basis (square foot or acres), but in certain situations the per lot method or adjusted front footage method may be utilized at the City Council's discretion.

Lateral benefit from major trunk sewers or interceptors is assessed to the properties benefited by the sewer. Any oversizing cost is assessed as described above.

The replacement of existing sewers is funded entirely by the City through the sewer enterprise funds.

Individual sanitary sewer service lines installed directly to specified properties are fully assessed directly to the benefited properties. Properties that have existing private sanitary services, but do not have mainline sewers adjacent to, across or abutting their property lines pay 0% of the assessment rate for the new mainline sanitary sewer, and 100% of the cost associated with replacing the service lines.

Any existing sanitary sewer service lines found to be defective as part of a project are replaced as part of the project and are assessed to the benefiting property as allowed under Chapter 8 of the City Charter.

Property owners electing to connect to City sewer during street reconstruction projects will receive a credit to offset those costs that would have been incurred by the City to reconstruct the street and boulevard after connecting to City sewer if the street were not being reconstructed. The amount of the credit will be set in the annual fee schedule approved by the City Council. Connecting to City sewer requires a City water connection.

E. Watermain Assessments

Assessments for watermains in residential areas are based upon the cost of construction of 8-inch mains, which is the smallest size installed in residential areas of the City. Assessments for watermains in commercial and industrial areas are based upon the standard size of 12-inch mains. Watermain assessments must conform to Chapter 8 of the City Charter.

Oversizing costs due to larger mains and larger appurtenances are paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area water charges shall be levied on all un-platted property at the time of platting and on re-plats that have not been charged trunk area charges when the land was originally platted. The charges will be set in the annual fee schedule approved by the City Council. Services installed to individual properties shall be fully assessed to the benefiting property.

Normally, watermains are assessed on a per lot basis, but in certain situations the area or adjusted front footage method may be utilized at the City Council's discretion.

The replacement of existing watermains is funded entirely by the City through the water enterprise funds.

Lateral benefit from major trunk watermains is assessed to properties benefited by the watermain. Lateral watermain assessments are based on the costs for an equivalent 8-inch diameter watermain for residential properties and for an equivalent 12-inch diameter watermain for commercial/industrial properties.

Individual water service lines installed directly to specified properties are fully assessed directly to the benefited properties. Properties that have existing private water services, but do not have

mainline watermains adjacent to, across or abutting their property lines pay 0% of the assessment rate for the new watermain but 100% of the cost associated with replacing their service lines.

Any existing water service lines found to be defective as part of the project, are replaced as part of the project and are assessed directly to the benefiting property as allowed under Chapter 8 of the City Charter.

Property owners electing to connect to City water during street reconstruction projects will receive a credit to offset those costs that would have been incurred by the City to reconstruct the street and boulevard after connecting to City water if the street were not being reconstructed. The amount of the credit will be set in the annual fee schedule approved by the City Council.

F. Street Boulevard Trees

All street boulevard trees installed as part of new street constructions or in reconstructing existing streets shall be included as part of the overall project costs included in the assessment calculations.

G. Street Lights

All costs for new streetlights installed as part of constructing new streets or streetlights relocated as part of reconstructing streets are included in the overall project costs and included in the assessment calculations, unless otherwise directed by the City Council. In new subdivisions, the City will require the developer to finance street light improvements rather than assessing the cost.

H. Other Improvements

Based on the City Council's determination, any other eligible improvements may be fully assessed or assessed in part.

SECTION 11. DEFERMENT OF SPECIAL ASSESSMENTS.

Subd. 1. The Council may defer the payment of any special assessment on homestead property owned by a person who is 65 years of age or older, or who is retired by virtue of permanent and total disability, and the City Clerk is hereby authorized to record the deferment of special assessments where all of the following conditions are met:

1. The applicant must apply for the deferment not later than 90 days after the assessment is adopted by the City Council.
2. The applicant must be 65 years of age or older or retired by virtue of permanent and total disability at the time the assessment is adopted.
3. The applicant must be the owner of the property.
4. The applicant must occupy the property as his or her principal place of residence.
5. The average annual payment for assessments levied against the subject property exceed one percent of the adjusted gross income of the applicant as evidenced by the applicant's most recent federal income tax return. The average annual payment of an assessment shall be the total cost of the assessment divided by the number of years over which it is spread.

Subd. 2. The deferment shall be granted for as long a period of time as the hardship exists and the conditions in subdivision 1 remain true. It shall be the duty of the applicant to notify the City Clerk of any change in his or her status that would affect eligibility for deferment.

Subd. 3. The entire amount of deferred special assessments shall be due within sixty days after loss of eligibility by the applicant. If the special assessment is not paid within the sixty (60) days, the City Clerk shall add thereto interest accruing from the first date the applicant loses eligibility at the rate as defined in section 6.4 and the total amount of principal and interest shall be certified to the County Auditor for collection with taxes the following year. Should the applicant demonstrate to the satisfaction of the Council, that full repayment of the deferred special assessment would cause the applicant particular undue financial hardship, the Council may order that the applicant pay within sixty days a sum equal to the number of installments of deferred special assessments outstanding and unpaid to date, including principal and interest, with the balance thereafter paid according to the terms and conditions of the original special assessments.

Subd. 4. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one of the following:

1. The death of the owner when there is no spouse who is eligible for deferment.
2. The sale, transfer or subdivision of all or any part of the property.
3. Loss of homestead status on the property.
4. Determination by the Council for any reason that immediate or partial payment would impose no hardship.

State Law References(s): Minn. Stat. § 435.193, Senior Citizens or retired & disabled persons hardship special assessment deferral.

*Original Adoption: 12/9/14 by Resolution #14-12-250
*Amended: 1/13/15 by Resolution #15-01-016 – *Section 6 - #4 Interest to reflect interest rate on bonded projects*

Public Works Committee **5. 2.**

Meeting Date: 09/19/2017

Submitted For: Grant Riemer, Engineering/Public Works

By: Grant Riemer, Engineering/Public Works

Title:

Improving Pedestrian Crosswalk Visibility in the COR

Purpose/Background:

Purpose:

The purpose of this case is to provide options for improving the visibility of existing pedestrian crosswalks in the COR.

Background:

Staff has received comments on the lack of compliance by motorists for people using the crosswalks near city hall on Sunwood Drive. Staff has witnessed this behavior and had similar experiences when crossing Sunwood Drive as well. Colored concrete was used to designate pedestrian crossings in the COR and is a legal and acceptable method. There are a total of 12 marked crosswalks on Sunwood Dr between Ramsey Blvd and Zeolite St., but at this time the main concentration of pedestrian traffic is near the Municipal Center campus on Center St and Sapphire St.

Timeframe:

15 Minutes

Observations/Alternatives:

One of the more effective crosswalk warning signs is the "In Street Pedestrian Marking Signs" which have a motorist yield rate calculated at 87%-90% when used on roads with posted speed limits of 25-30 mph. The recommended treatment would be four of the in street pedestrian signs, two at the intersection of Sapphire St/Sunwood Dr and two at Center St/Sunwood Dr. Traffic counts for this area are 3608 ADT. Because the signs would be used on a concrete road section, staff would recommend using the portable weighted sign bases. This would eliminate the need to drill into the concrete road surface to mount the signs. Staff would also recommend adding 2 advance warning signs, mounted on existing light standards in the general area, one east of Sapphire St and one west of Center St.

Funding Source:

General Fund

Recommendation:

Staff recommends installing four "In Street Pedestrian Marking Signs" on Sunwood Dr at the intersections of Sapphire St/Sunwood Dr and Center St/ Sunwood Dr. Staff would also recommend adding 2 advance warning signs in the general area, one east of Sapphire St and one west of Center St

Action:

Motion to accept staff recommendation or reject staff recommendation and approve alternative recommendation based on committee discussion.

Attachments

In Street Ped Crossing Sign

Sign Locations

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	09/14/2017 03:22 PM
Form Started By: Grant Riemer		Started On: 08/14/2017 12:46 PM
Final Approval Date: 09/14/2017		



R1-6a

Sign image from the Manual of Traffic Signs <http://www.trafficsign.us/>
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Sign image from the Manual of Traffic Signs <http://www.trafficsign.us/>
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http://gis.anokacountymn.gov/GoAnoka/
Go Anoka County | Anoka Cou...
Go Anoka Parks App
dot.state.mn.us
File Edit View Favorites Tools Help
ChargePoint
City of Ramsey
FTP directory -pub-outbo...
Genesis Home
Go Anoka County
Help Desk
Home
http--www.fema.gov-pdf...
ics700 - FEMA - EMI Searc...
Intellicast - Anoka Weathe...
LMCIT Online Safety Train...
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ANOKA COUNTY
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Keyword Search
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Public Works Committee **5. 3.**

Meeting Date: 09/19/2017

By: Bruce Westby, Engineering/Public Works

Title:

Consider Recommendation for City Council to Order Feasibility Report for 2018 Overlay Improvements

Purpose/Background:

Staff will present maps of the proposed 2018 Overlay Project areas, along with estimated project costs and estimated assessments for each project area. Staff will also present information on each street segments dimensions, construction materials, age, maintenance operations history, current pavement condition (PASER) ratings, and Ground Penetrating Radar evaluation results.

Staff plans to request City Council approval to prepare a Feasibility Report for this project on September 26, 2017. The Public Works Committee's recommendation will be included in the Staff report.

Timeframe:

Staff anticipates 10 minutes will be required to present and discuss this case.

Observations/Alternatives:

Alternatives:

Alternative #1– Motion recommending that the City Council order a Feasibility Report for the 2018 Overlay Improvements, City Improvement Project #18-03.

Alternative #2 – Motion of other.

Funding Source:

Attached is the 2018 Overlay Improvements sheet from the 2017 - 2026 Capital Improvement Plan which identifies a total project cost of $753,700.

No additional costs will be incurred to complete the Feasibility Report. All required work has already been completed or will be completed in-house.

Recommendation:

Staff recommends alternative #1.

Action:

Motion recommending that the City Council order a Feasibility Report for the 2018 Overlay Improvements, City Improvement Project #18-03.

Attachments

CIP 2018 Overlays

Form Review

Inbox	Reviewed By	Date

Grant Riemer	Grant Riemer	09/14/2017 03:07 PM
Kurt Ulrich	Kurt Ulrich	09/14/2017 03:33 PM
Form Started By: Bruce Westby		Started On: 09/13/2017 10:58 AM
Final Approval Date: 09/14/2017		

Project # 15-STR-011

Project Name 2018 Overlay Projects

Department Street Improvements
Contact
Type Improvement
Useful Life 20 Years
Category Street Improvement
Priority 3-Existing Obligation (Med)
Status Active

Total Cost $753,700

Description

Each paved street within the City is scheduled to receive preventative maintenance on a regularly scheduled basis, including reconstruction at the end of its useful life.

2018 Projects: Woodland Green, North Forty 2nd, North Forty 3rd, Northfork Oaks, Northfork, Northfork 2nd, Northfork 3rd, Northfork Itasca Shores

There is a total of $2.2M designated to maintain streets annually.

Overlays will be assessed at 25% of cost

Justification

Regular scheduled maintenance safeguards the considerable investment the City has in its pavements by cost effectively maximizing pavement life and minimizing emergency repairs.

Overlaying streets provides additional pavement life. These streets were selected based on Paser rating and time since last pavement maintenance treatment.

Look at Possibility of Using MSA or PIR funds for portion of costs instead of bonding.

Revisit Program for 2020-2025

Expenditures	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Improvements Other than Building Cost		753,700									753,700
Total		753,700									753,700

Funding Sources	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
Special Assessment - Bonded		188,425									188,425
GO Bonding (Road Funding)		565,275									565,275
Total		753,700									753,700

Public Works Committee **5. 4.**

Meeting Date: 09/19/2017

Submitted For: Grant Riemer, Engineering/Public Works

By: Grant Riemer, Engineering/Public Works

Title:

Review Feedback and Next Steps for Comprehensive Plan Update Transportation Chapter

Purpose/Background:

Staff will review the Comprehensive Transportation Plan

Timeframe:

20 Minutes

Observations/Alternatives:

Staff will present items collected for the Comprehensive Transportation Plan and discuss next steps.

Funding Source:

N/A

Recommendation:

N/A

Action:

Informational only, no action required at this time.

Attachments

COR Multimodal Map

Non-Motorized Network Map

Roadway Issues Map

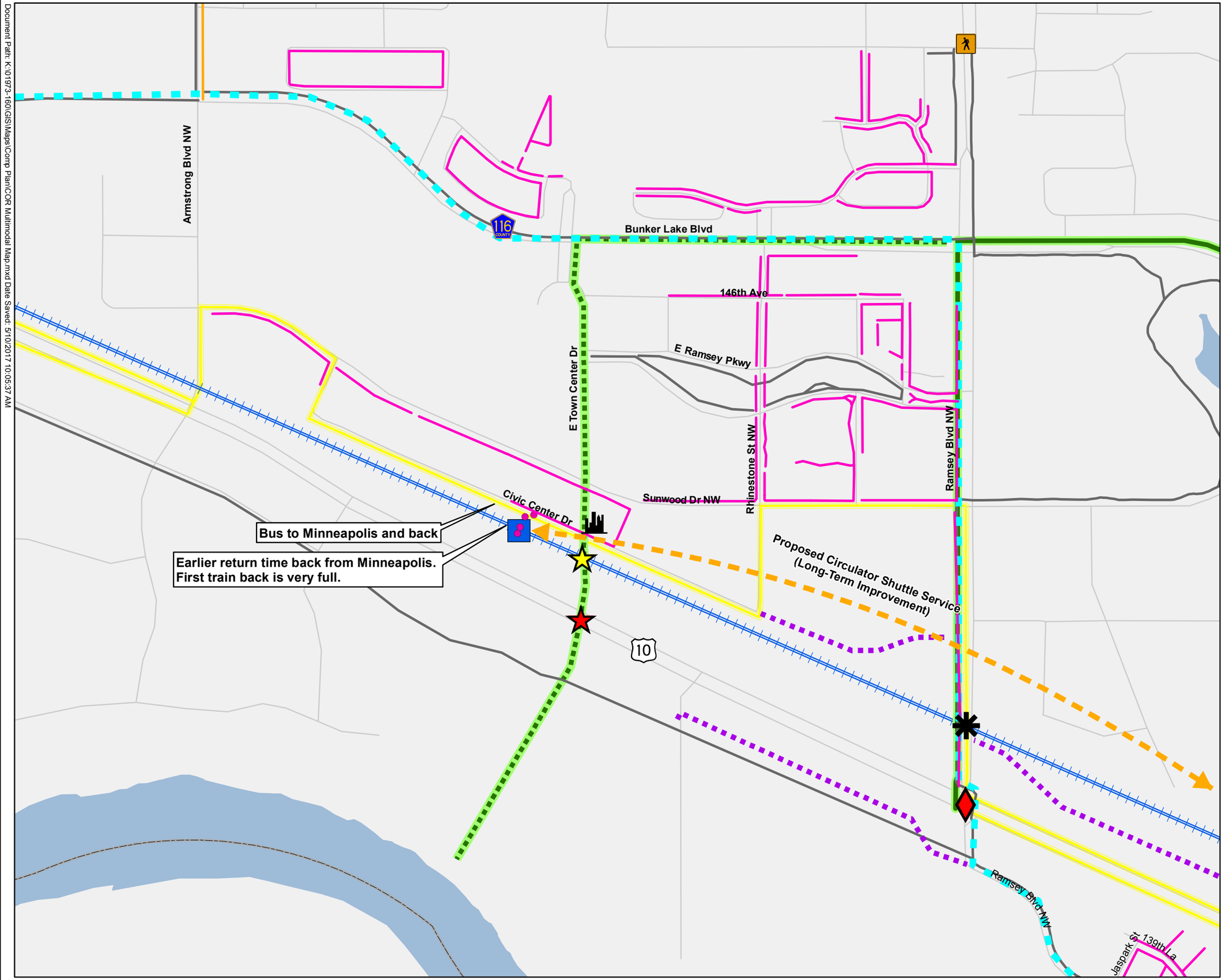
Transportation Issues

Sample Goals and Objectives

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	09/14/2017 03:26 PM
Form Started By: Tim Gladhill		Started On: 09/12/2017 10:07 AM
Final Approval Date: 09/14/2017		

Document Path: K:\01973-160\GIS\Maps\Comp Plan\COR Multimodal Map.mxd Date Saved: 5/10/2017 10:05:37 AM



COR Multimodal Transportation Map
Ramsey, MN

- Ramsey Boundary
- Proposed Frontage Road
- Proposed Interchange
- Proposed Railroad Grade Separation
- Northstar Commuter Rail
- Northstar Station
- Northstar Link (Fridays Only)
- Northstar Link Bus Stop

Regional Trails

- Existing
- Planned
- Mississippi River Trail Route

City Trails

- Asphalt
- Existing Pedestrian Overpass
- Proposed Pedestrian Overpass
- On Street Bike Lanes
- Sidewalks
- City Hall
- Crosswalks

0 650 Feet

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Document Path: K:\01973-160\GIS\Maps\Comp Plan\Non-Motorized Network Map.mxd Date Saved: 5/15/2017 3:12:10 PM

Ramsey Comprehensive Plan Non-Motorized Transportation Network Ramsey, MN

City of RAMSEY

Need Safe trail across Green Valley Rd

Safety improvement for PED

PED

PED

Repair Boardwalk

Bike Trail needs to continue to park

Unsafe PED Crossing

Put Trail

Elmcrest needs lights Drainage Issues

Bike trail for new school

PED lines/ traffic concern

School Traffic

161st and variolite needs ped crossing - high speed of cars

Resurface trail

Speed concern

PED Kings

Bike path gap

Dangerous 4 way

Splash Pad

Flashing Yellow

Sidewalk gap

Bike Racks

Turn light timing- 6 cars or less?

Work with City on RR Overpass

Trott Brook

Rum River

Rum River Central Regional Trail

Central Anoka Regional Trail

Mississippi River

Lake Itasca

Eddy Lake

Sunfish Lake

Roger's Lake

DEERWOOD PARK

CAROLINE ACRES PARK

RABBIT PARK

SHAWN ACRES PARK

FORD BROOK PARK

RIVERWOOD HILLS PARK

RIVERWOOD HILL SOUTH PARK

RUM RIVER CENTRAL REGIONAL PARK

TROTT BROOK PARK

FOX PARK

BROOKVIEW PARK

OAKRIDGE PARK

SPORT HAVEN NORTH PARK

SPORT HAVEN SOUTH PARK

TROTT BROOK TRAIL CORRIDOR

RUM RIVER HILLS GOLF COURSE

CENTRAL PARK

TITTERUD PARK

LAKE ITASCA TRAIL

FOREST HIDEAWAY PARK

WHISPERING PINES NORTH

LINKS GOLF COURSE

LAKE ITASCA PARK

RUM RIVER BOY SCOUT CAMP

REILLEY WEST PARK

WOODLAND GREEN PARK

BEAR PARK

STANHOPE RIVER HILLS

GREENLAND HILLS WEST PARK

GREENLAND HILLS EAST PARK

BEAUDRY'S PARK

ALPINE PARK

PELTZER PARK

WAYSIDE REST

COTTONWOOD PARK

Ramsey Elementary School

SOLSTICE PARK

EMERALD POND

RAMSEY TERRACE PARK

RIVERS BEND PARK

Rum River Library

Anoka High School

PROPOSED PARK

MISSISSIPPI WEST REGIONAL PARK

RIVERDALE PARK

Ramsey Boundary

Regional Bicycle Transportation Network Alignment

Tier 2 Alignment

Regional Bicycle Transportation Network Corridor

Tier 1 Priority Corridor

Mississippi River Trail Route

Regional Trails

Existing

Planned

Trott Brook Trail Corridor

City Trails

Asphalt (37.52 miles)

Tunnel (0.05 miles)

Wooden Walkway (0.48 miles)

Proposed Pedestrian Crossing (Grade Separation)

On Street Bike Lanes

Sidewalks

Parks and Open Space

Parks

Open Space/Trail Corridor

Proposed Park

Quasi-Public

Regional

Proposed Trailhead

City Hall

Fire Station

Existing Trailheads

Crosswalks

Proposed Underpass

Existing Underpass

N

0 3,000 Feet

WSB

Document Path: C:\Users\asmith\Desktop\Roadway\Issues10.3_version2.mxd Date Saved: 5/15/2017 12:29:31 PM

Ramsey Comprehensive Plan
Roadway Issues
Ramsey, MN

DRAFT FOR DISCUSSION

Shoulders on 181st

Height of Cattails Saftey Concern

Intersection Evaluation

Multi Modal Corridor Study

Safety Issues for Kids and Pets. Speed Study? Shoulders

Additional East/West Roadway Needed between Green Valley Rd & Bunker Lake Blvd

Corridor Study

Enhance/Update Crosswalk Signs and make more visible

Expand Park More Parking

Lot Sizes too Small

Resurface and Bike Trail

Sign conflict w/ turn

Bypass Lane Review Costs To Pave Improve Safety

Keep Showing as planning effort

Drop Speed

Traffic Crossing 4-way stop?

Stop Sign Reinforcement

Noise from RR

Widen to a 4 Lane

Widen to a 4 Lane

Stoplight

Left Turn Lanes

Slow Speed on Alpine

Possible Rum River Crossing??

(even if just ped crossing)

Andover Park (Destination)

NOTE: This map is out of date and needs direction.
City staff and public workshop mark-up COPY.

Slowing SB5/SB47

Right Turn Improvement

Train Approching Sign - Advance Routing

Yes please!

Concerned about truck turns

Impacts of Eagle Brook Tungsten

Nowthen
Roger's Lake
179th La NW
Roanoke St NW
Green Valley Rd NW
175th Ave NW
173rd Ave NW
Baugh St NW
Elk River
167th Ave NW
164th La NW
161st Ave NW
160th La NW
Nowthen Blvd NW
156th Ln NW
Armstrong Blvd NW
Variolite St NW
Alpine Dr
Beaudrys Pond
Sunfish Lake Blvd NW
Ramsey Blvd NW
Puma St NW
Uranium St NW
Waco St NW
Sunwood Dr NW
Sunfish Lake
Bunker Lake Blvd
Liama St NW
Riverdale Dr NW
Jaspar St NW
Mckinley St NW
Rum River
Andover
Eddy Lake
Lake Itasca
Mississippi River
Dayton
Anoka

Potential Future Signal
Existing Interchange
Proposed Interchange
Proposed Railroad Grade Separation
Proposed Pedestrian Crossing (Grade Separation)
Proposed RCUT Intersection
Possible River Crossing (Long Term)
Capacity/Safety Improvement
Proposed Connection
Proposed Frontage Road
Ramsey Boundary
Parcel Boundary

Note: The illustrated issues have been taken from existing city of Ramsey & Anoka County 2030 Transportation Plans for discussion purposes

N

0 3,000 Feet

May 2017

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Ramsey Comprehensive Plan
Roadway Issues
Ramsey, MN

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161st Ave NW
160th La NW
Nowthen Blvd NW
156th Ln NW
Armstrong Blvd NW
Variolite St NW
Alpine Dr
Beaudrys Pond
Sunfish Lake Blvd NW
Ramsey Blvd NW
Puma St NW
Uranium St NW
Waco St NW
Sunwood Dr NW
Sunfish Lake
Bunker Lake Blvd
Liama St NW
Riverdale Dr NW
Jaspar St NW
Mckinley St NW
Rum River
Andover
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Mississippi River
Dayton
Anoka

Potential Future Signal
Existing Interchange
Proposed Interchange
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May 2017

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Ramsey Comprehensive Plan Non-Motorized Transportation Network Ramsey, MN

City of RAMSEY

Need Safe trail across Green Valley Rd

Safety improvement for PED

PED

PED

Repair Boardwalk

Bike Trail needs to continue to park

Unsafe PED Crossing

Put Trail

Elmcrest needs lights Drainage Issues

Bike trail for new school

PED lines/ traffic concern

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161st and variolite needs ped crossing - high speed of cars

Resurface trail

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Work with City on RR Overpass

Trott Brook

Rum River

Rum River Central Regional Trail

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Mississippi River

Lake Itasca

Eddy Lake

Sunfish Lake

Roger's Lake

DEERWOOD PARK

CAROLINE ACRES PARK

RABBIT PARK

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TROTT BROOK TRAIL CORRIDOR

RUM RIVER HILLS GOLF COURSE

CENTRAL PARK

TITTERUD PARK

LAKE ITASCA TRAIL

FOREST HIDEAWAY PARK

WHISPERING PINES NORTH

LINKS GOLF COURSE

LAKE ITASCA PARK

RUM RIVER BOY SCOUT CAMP

REILLEY WEST PARK

WOODLAND GREEN PARK

BEAR PARK

STANHOPE RIVER HILLS

GREENLAND HILLS WEST PARK

GREENLAND HILLS EAST PARK

BEAUDRY'S PARK

ALPINE PARK

PELTZER PARK

WAYSIDE REST

COTTONWOOD PARK

Ramsey Elementary School

SOLSTICE PARK

EMERALD POND

RAMSEY TERRACE PARK

RIVERS BEND PARK

Rum River Library

Anoka High School

PROPOSED PARK

MISSISSIPPI WEST REGIONAL PARK

RIVERDALE PARK

Ramsey Boundary

Regional Bicycle Transportation Network Alignment

Tier 2 Alignment

Regional Bicycle Transportation Network Corridor

Tier 1 Priority Corridor

Mississippi River Trail Route

Regional Trails

Existing

Planned

Trott Brook Trail Corridor

City Trails

Asphalt (37.52 miles)

Tunnel (0.05 miles)

Wooden Walkway (0.48 miles)

Proposed Pedestrian Crossing (Grade Separation)

On Street Bike Lanes

Sidewalks

Parks and Open Space

Parks

Open Space/Trail Corridor

Proposed Park

Quasi-Public

Regional

Proposed Trailhead

City Hall

Fire Station

Existing Trailheads

Crosswalks

Proposed Underpass

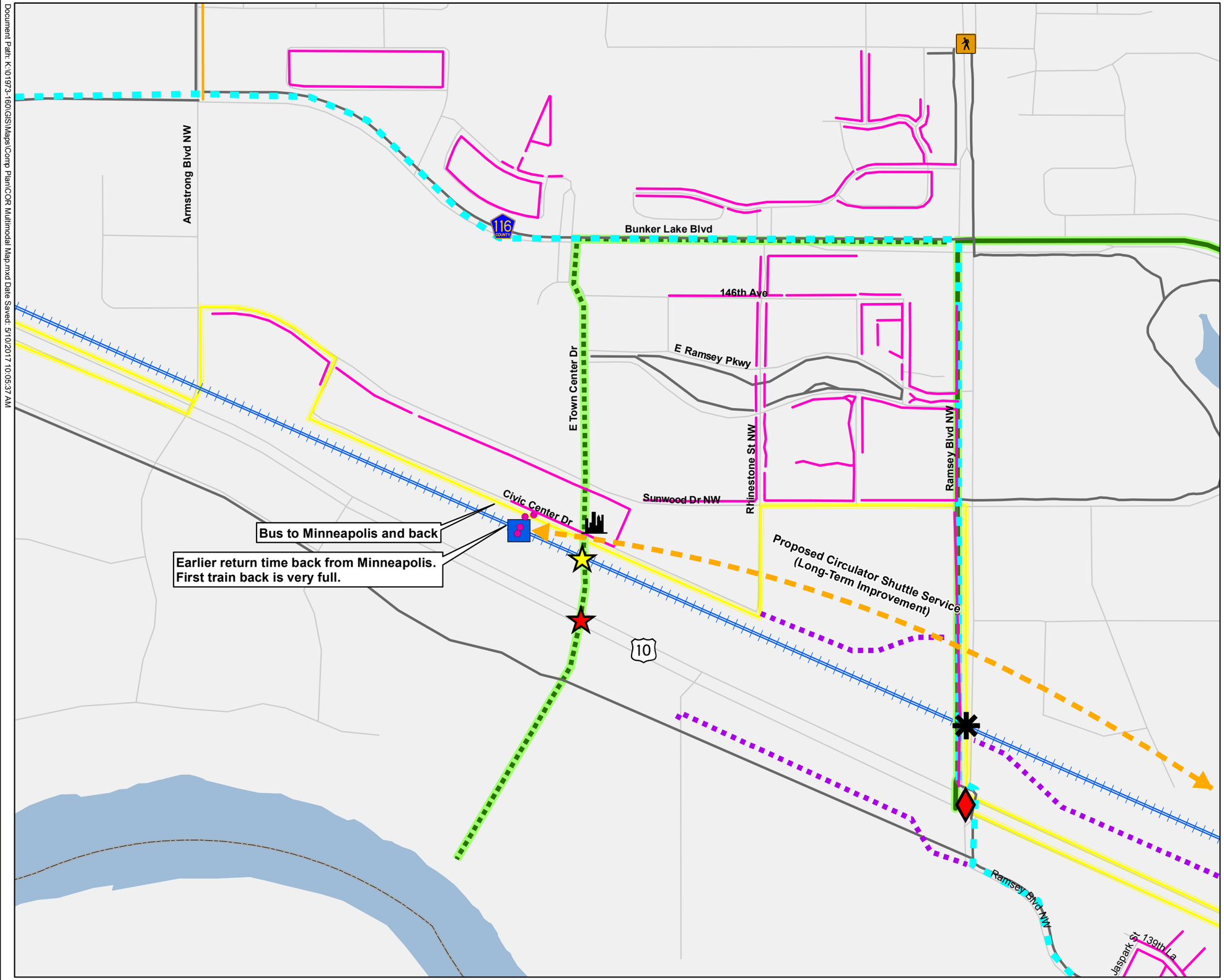
Existing Underpass

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COR Multimodal Transportation Map
Ramsey, MN

- Ramsey Boundary
- Proposed Frontage Road
- Proposed Interchange
- Proposed Railroad Grade Separation
- Northstar Commuter Rail
- Northstar Station
- Northstar Link (Fridays Only)
- Northstar Link Bus Stop

Regional Trails

- Existing
- Planned
- Mississippi River Trail Route

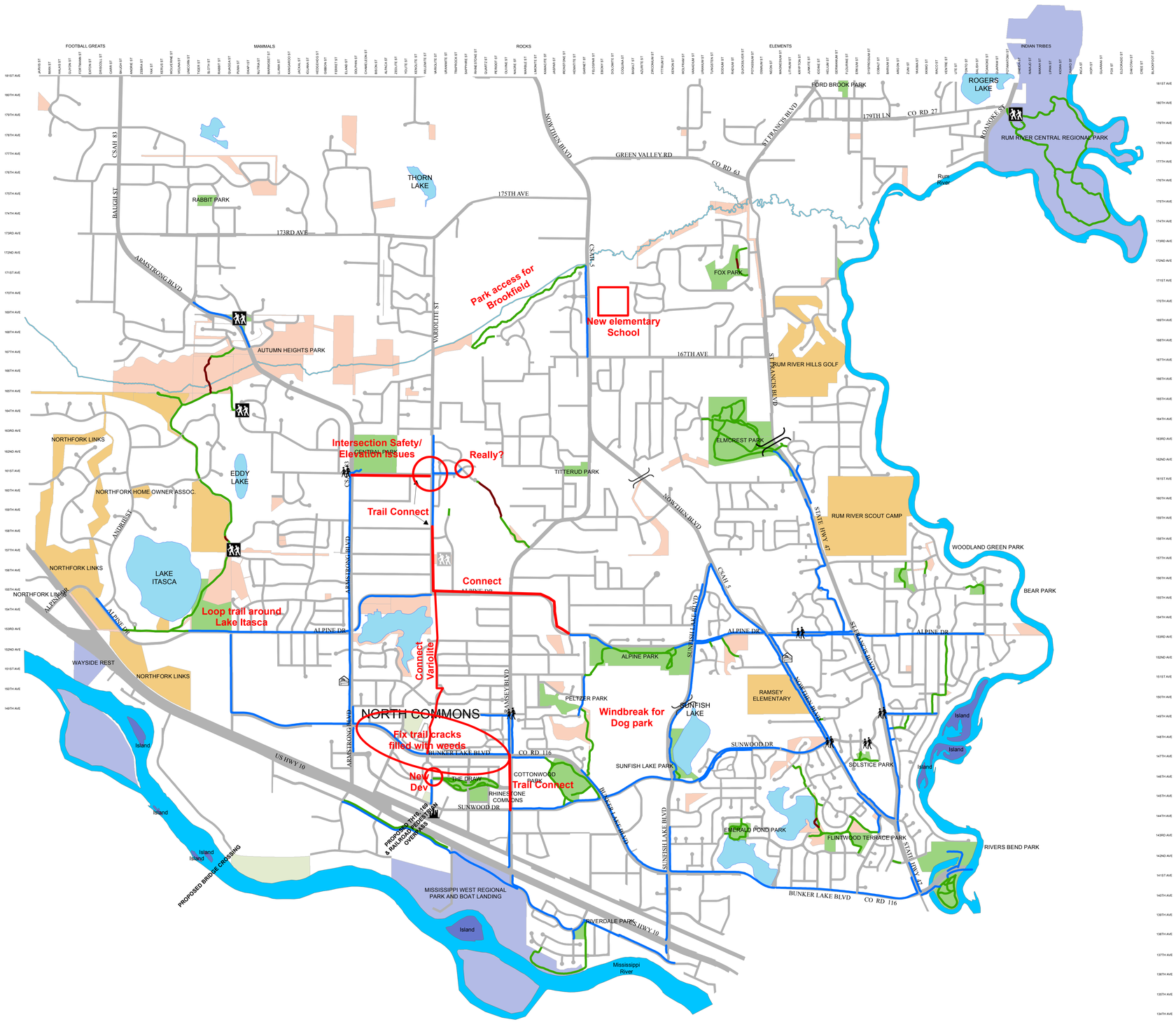
City Trails

- Asphalt
- Existing Pedestrian Overpass
- Proposed Pedestrian Overpass
- On Street Bike Lanes
- Sidewalks
- City Hall
- Crosswalks

0 650 Feet

N

City of Ramsey 2016 Park and Trail User Map



Legend

Park Map Symbols

- Underpass
- Proposed Underpass
- Crosswalk
- Existing Trailhead
- Fire Station
- City Hall
- Proposed Trailhead

TYPE

- OFF-ROAD (OUT OF ROW)
- BOARWALKS
- ON-ROAD (WITHIN ROW)
- Right of Way (ROW)

Park and Open Space

- PARKS
- OPEN SPACE/ TRAIL CORRIDOR
- PROPOSED PARK
- QUASI-PUBLIC
- REGIONAL

Prepared by City of Ramsey
Revised May 2016

Table xx: City of XXX Transportation Goals and Objectives

Goals	Objectives
1. Facilitate efficient movement of people within and through the City	1.1. Improve local roadway system connectivity to county roadways and state highways.
	1.2. Provide safe and efficient routes for emergency and public safety vehicles.
	1.3. Provide adequate capacity to relieve congestion.
	1.4. Encourage sound access management.
	1.5. Preserve necessary rights-of-way for the 20-year planning horizon and beyond.
2. Facilitate efficient movements of goods within and through the City	2.1. Maintain a safe and effective network of roadways for freight movement.
	2.2. Coordinate with MnDOT and XX County to proactively address freight safety.
3. Provide a transportation system that is integrated with land use and development	3.1. Coordinate transportation system investments with the City of XX Land Use Plan.
	3.2. Connect land use districts and provide safe access to major activity areas.
	3.3. Design, construct, and maintain roadways that fit the character of the adjacent land use (rural vs. urban development areas).
	3.4. Require private residential streets be designed to City standards.
4. Improve transportation safety for all users and modes of transportation	4.1. Implement safety improvements to address high crash locations.
	4.2. Proactively address bicycle and pedestrian safety concerns along roadways and at crossings.
	4.3. Bring sidewalks, trails, and intersections into compliance with ADA.
	4.4. Support traffic calming and design to minimize speed on minor City collectors and local roadways.
5. Develop a safe and convenient multimodal transportation system	5.1. Invest in multi-modal transportation solutions including bicycle and pedestrian infrastructure.
	5.2 Consider a "complete streets" approach to designing and constructing roadways in high pedestrian and bicycle traffic corridors.
	5.2. Preserve adequate right of way for sidewalk and trail construction.
6. Conserve and enhance environmental resources	6.1. Support investments in bicycle, pedestrian, and transit infrastructure to reduce environmental impacts of transportation.
	6.2. Manage storm water effectively and minimize the construction of new impervious surfaces.
	6.3. Support native plant landscapes along roadways.
	6.4. Design new roadways to preserve natural features.
7. Maintain the Existing Transportation System	7.1. Regularly assess transportation maintenance needs and include roadway, trail pavement, and other transportation infrastructure maintenance in the City of XX Capital Improvement Program.

Public Works Committee **6. 1.**

Meeting Date: 09/19/2017

By: Bruce Westby, Engineering/Public Works

Title:

Staff Updates on Improvement Projects and Items of Interest

Purpose/Background:

The purpose of this case is to update the Public Works Committee on current and proposed improvement projects within the City, and on other items of interest to the Committee.

City Improvement Projects

- **Riverdale Drive Extension - Traprock St. to Ramsey Blvd. (#16-20)**
  - This project completes the south Highway 10 frontage road between Llama Street and Tungsten Street
  - Construction began last week
  - Construction will be substantially complete by November 2017
  - Final completion will occur in 2018
- **Sunwood Drive Reconstruction (#17-00)**
  - Construction is substantially complete
  - Final completion will occur in 2018
- **Alpine Drive Reconstruction (#17-01)**
  - Construction is substantially complete
  - Final completion will occur in 2018
- **2017 Crackseal and Sealcoat Improvements (#17-03)**
  - Approximately 13.6 miles of public streets throughout the City were crack sealed and sealcoated
  - Construction is substantially complete, but striping remained as of the time this report was prepared
- **Sunwood Drive Striping Improvements (#17-04)**
  - The concrete pavement on Sunwood Drive between Zeolite Street and Rhinestone is being restriped
  - Construction is scheduled to be complete before September 19
- **Bunker Lake Boulevard Utilities Extensions (#17-09)**
  - Construction is complete

Anoka County Improvement Projects

- **Hanson Boulevard/CSAH 78 Grade Separation @ BNSF Railway Crossing (2017)**
  - Reconstruct County State Aid Highway 78 (CSAH 78) / Hanson Boulevard to a 4-lane divided section
  - Construct a grade-separated overpass for Burlington Northern Sante Fe (BNSF) railway crossing
- **Hanson Boulevard/CSAH 78 Reconstruction (2018)**
  - Expand CSAH 78 / Hanson Blvd between 139th Ave and CSAH 18 / Crosstown Blvd to 4-lane divided section
- **Foley Boulevard/CSAH 11 Grade Separation @ BNSF Railway Crossing**
  - This project is currently unscheduled and unfunded

MnDOT Improvement Projects

- **Trunk Highway 10 Cable Median Barrier Installation (2018)**
  - Install cable median barrier along Highway 10 between Thurston Avenue and Highway 101
- **Ferry Street / Trunk Highway 47 Grade Separation @ BNSF Railway Crossing (2017)**
  - Preliminary design in progress

Items of Interest
Puma St Infrastructure Improvements

Timeframe:
Staff estimates that 5 minutes will be needed for updates and discussion.

Observations/Alternatives:
N/A

Funding Source:
N/A

Recommendation:
N/A

Action:
No formal action is required. For Committee review and discussion purposes only.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	09/13/2017 03:03 PM
Kurt Ulrich	Kurt Ulrich	09/14/2017 03:34 PM
Form Started By: Bruce Westby		Started On: 09/13/2017 10:59 AM
Final Approval Date: 09/14/2017		

Public Works Committee **6. 2.**

Meeting Date: 09/19/2017

By: Bruce Westby, Engineering/Public Works

Title:

Review Future Topics Calendar

Purpose/Background:

Attached is a calendar of future topics for review and discussion by the Public Works Committee. The list includes topics drawn from Committee requests received during meetings and/or topics previously discussed by the Committee that are not yet resolved. All dates shown are estimated based on availability of information, staff workload, and competing objectives and are therefore subject to change.

Timeframe:

Staff estimates 5 minutes will be necessary to review the future topics calendar and address Committee questions.

Observations/Alternatives:

N/A

Funding Source:

N/A

Recommendation:

N/A

Action:

No formal action is required. For Committee review and discussion purposes only.

Attachments

Future Topics Calendar Sept2017

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	09/13/2017 03:03 PM
Kurt Ulrich	Kurt Ulrich	09/14/2017 03:35 PM
Form Started By: Bruce Westby		Started On: 09/13/2017 11:00 AM
Final Approval Date: 09/14/2017		

Public Works Committee Future Topics Calendar *

Date	Topics for Discussion – Committee Action
October 2017	Sunfish Lake Sedimentation Basin Improvements *(Westby)*
October 2017	Gibbon Street & 173rd Avenue Drainage Improvements *(Westby)*
November 2017	Well Siting Study - Well #9
November 2017	Sunwood Drive Roundabout Landscaping
Future	County Ditch Maintenance / Buffer Law *(Westby)*
Date	**Topics for Discussion – Regulatory**
Future	Sunfish Lake Boulevard Speed Zone Study Results *(Westby)*
Future	Wellhead Protection Plan Update *(Westby)*
Date	**Topics for Discussion – Policy**
Future	Landscaped Median Maintenance Policy *(Riemer)*
February 2018	Draft Trail Maintenance Policy *(Westby)*
February 2018	Draft Stormwater Pond Maintenance Policy *(Westby)*
Date	**Topics for Discussion – Planning and Budget**
January 2018	Municipal State Aid System (MSAS) Revisions *(Westby)*
Future	Review 1996 and 2007 (unadopted) TH 47 Corridor Studies *(Westby)*
Future	Public Works Facility Review/Update *(Riemer/Brama)*
Future	Comprehensive Plan for Long-Term Water Supply *(Westby)*
Date	**Topics for Discussion – Staff Updates**
Future	Water Conservation Opportunities / Incentives

* Dates are estimated and are subject to change based on availability of information, staff workload, and competing objectives.

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

CC Regular Session **6. 1.**

Meeting Date: 10/10/2017

By: Bruce Westby, Engineering/Public Works

Information

Title:

PUBLIC HEARING: Adopt Resolution #17-10-252 Adopting Assessment Roll Certifying Sunwood Drive Reconstruction Assessments, Improvement Project #17-00

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #17-10-252 adopting a final assessment roll certifying Sunwood Drive Reconstruction assessments for 2018 payable tax year, Improvement Project #17-00.

Background:

City Improvement Project 17-00 involved reconstructing Sunwood Drive between Ramsey Boulevard/County State Aid Highway (CSAH) 56 and Bunker Lake Boulevard /County Road 116, which totals approximately 3,050 linear feet (0.58 miles). A map showing the scope of the proposed improvements is included as ***Figure 1*** in ***Appendix A*** of the attached Feasibility Report.

Pre-Existing Conditions

Record plans indicate this segment of Sunwood Drive was constructed in 1996 using B618 concrete curb and gutter at a consistent width of 40 feet from face-of-curb to face-of-curb, centered within an 80-foot wide right-of-way. Record plans also show that 3½ inches of bituminous pavement was constructed over 5 inches of class 5 aggregate base. However, soil borings and pavement corings revealed an average of about 4¾ inches of bituminous pavement along the corridor. Eight (8) foot wide parking lanes were delineated along both sides of the street using solid white pavement striping.

The existing storm sewer system consists of concrete catch basins and pipes, which drain runoff from the street to adjacent low-lying areas. Sanitary sewer and watermain also exist under the pavement.

An off-street bituminous trail exists along the north side of Sunwood Drive. The trail is in relatively good condition so the trail was not improved with this project.

Four pavement corings were completed by WSB and Associates (WSB) during preparation of the feasibility report. In addition, eleven soil borings were completed by Northern Technologies, Inc. (NTI). Copies of WSB's and NTI's reports are included in ***Appendix D*** of the attached Feasibility Report.

Completed Improvements

Damaged sections of existing concrete curb and gutter were removed and replaced, along with all concrete cross gutters at driveways and intersections which facilitate drainage in areas where grades in gutter lines are less than 2% to minimize standing water which can cause unsafe conditions for drivers and pedestrians.

The existing bituminous pavement was reconstructed using the Stabilized Full Depth Reclamation (SFDR) process. This process included reclaiming the existing bituminous pavement, along with a portion of the existing class 5 aggregate base. The reclaimed material was then spread on top of the remaining class 5 aggregate base, after which about 4 inches of reclaim material was removed from site. An asphalt emulsion was then mixed into the remaining reclaim material as a stabilizing agent to increase the strength of the reclaim material. The stabilized reclaim material was then shaped and compacted, after which 4 inches of new bituminous pavement was placed on top. The new pavement section is a 10-ton pavement design meeting current State Aid pavement design standards.

The existing storm sewer system met all current State Aid design standards so no storm sewer improvements were necessary, other than casting adjustments. The existing sanitary sewer and watermain were tested and found to be in good condition so no utility improvements were necessary.

Public Input
Staff met with all property owners prior to construction to discuss the improvements and their preliminary assessments. All generally understood the need for the improvements, and though many of the property owners questioned the use of special assessments to help pay for the improvements, they did not generally oppose their proposed assessments, with the exception of Connexus Energy.

Connexus Energy addressed the Public Works Committee on September 19, 2017, to discuss their concerns with their assessment. Their concerns focus on the fact that the property the assessment is being levied against is currently undeveloped. The City's consulting appraisal firm estimates benefit based on the highest and best use of a property, not on the current development status. This accounts for the fact that improvements made by the City serve the assessed property for decades, during which time the property may be developed.

Notification:
An Assessment Hearing Notice was published in the City's official newspaper, the Anoka Union Herald, on Friday, September 15, 2017.

Assessment Hearing Notices were mailed to benefiting property owners on September 25, 2017, as required per Minnesota State Statute Chapter 429. Attached is a copy of the Affidavit of Mailing, copies of all mailed hearing notices, and mailing label lists.

Anoka County requires special assessments to be certified to the County Auditor by November 30th for collection on next year's taxes. This deadline will be met by conducting the Assessment Hearing at the October 10th City Council meeting.

Observations/Alternatives:
Observations:
The project is complete and all costs are known. Final assessments were calculated based on final project costs.

The proposed special assessments conform to the requirements set forth in State Statute Chapter 429, chapter 8 of the City Charter, applicable City code, and the City's adopted Special Assessments Policy, which are attached to this case for reference.

Attached are copies of the final assessment map and roll for this project.

The proposed interest rate for special assessments is 4.60%, and assessments are proposed to carry a 10-year term. Assessment Hearing Notices mailed to property owners included a schedule of payment showing annual payments including principal and interest.

No assessment deferrals have been requested.

Alternatives:
Alternative #1 – Motion to adopt Resolution #17-10-252 adopting the final assessment roll certifying Sunwood

Drive Reconstruction assessments for 2018 payable tax year, Improvement Project #17-00.

Alternative #2 – Motion to deny adoption of Resolution #17-10-252 at this time.

Funding Source:

The construction contract amount for this project is $409,385.03, which is $51,742.21 or 11.2% less than the engineer's estimate of $461,127.24.

Final project costs totaled $507,244.26 and include;

- Final construction costs = $407,523.06
- Bituminous base course incentive = $2,476.89
- Bituminous wear course incentive = $2,393.76
- Indirect costs (6% admin., 15% engineering, 1% finance, 1% legal) = $94,850.55

Funding sources include a combination of Street Reconstruction and Overlay Program (SROP) bond funds, special assessments to benefiting properties, and stormwater utility funds.

Special Assessments

The City's adopted Special Assessments Policy, which is attached to this case, calls for special assessments to pay for 25% of eligible street reconstruction improvement costs. Final assessments as proposed total $118,940.00, which equals 23.45% of eligible final project costs.

Special assessments are calculated using methods resulting in reasonable and equitable distribution of assessments that are uniform upon the same class of properties within the assessable area. The test for determining the validity of a special assessment is whether the improvement for which the assessment was levied has increased the market value of the property against which the assessment was levied in at least the amount of the assessment.

The City's Special Assessments Policy identifies three optional methods for calculating assessments. A total of 9 benefiting properties were identified along this segment of Sunwood Drive. All 9 properties are zoned E1 or E2 (industrial) so only two assessment methods are recommended; the "adjusted front footage" method and the "area" method.

Staff originally considered impacts of both methods as they would be applied in the current context of the policy. The adjusted front footage method resulted in less variability between assessments ($9K - $40K), while the area method resulted in greater variability ($3K - $42K). Staff initially recommended using the area method since it appeared to better assign benefit based on lot geometry, which seemed to make sense for this project considering the significant differences in lot depths along the corridor.

Based on input from the City's consultant appraisal firm, Patchin, Messner, Dodd and Brumm, who prepared a benefit appraisal consultation report for this project, as well as the benefit appraisal consultation reports for all street reconstruction projects in Ramsey since 2015, and per input received from other cities that have assessed industrial parcels for street reconstruction improvements, the adjusted front footage method was used to calculate preliminary and final assessments.

Patchin, Messner, Dodd and Brumm calculated estimated special benefits for each assessable property. The lesser of this amount versus the adjusted front foot amount was used to determine the final assessment for each property as shown in the attached final assessment roll (with minor rounding for finance purposes). This is the same methodology followed in the attached Feasibility Report to determine preliminary assessments.

All project costs are eligible for special assessments since the street was reconstructed to its pre-existing width, and since the old and new pavement sections both meet 10-ton design standards.

As previously noted, Connexus Energy has concerns with their final assessment because the assessed property is undeveloped. Staff met with Connexus Energy representatives on several occasions to discuss their assessment and

based on feedback from our consulting appraiser, Patchin, Messner, Dodd and Brumm, as well as from other cities that utilize assessments and have not assessed properties differently based on their development status, Staff believes Connexus Energy's assessment is equitable and fair, and recommends adopting assessments as proposed in the attached final assessment roll. Again, all assessments assume the highest and best use of the property.

Connexus Energy addressed the Public Works Committee on September 19, 2017, to discuss their proposed special assessment. The Public Works Committee did not recommend any adjustments to the final assessment roll.

At the time this report was published, no formal objections to final assessments had been received. Should any formal objections be received prior to the Assessment Hearing, Staff will update the City Council on such matters before the Assessment Hearing is conducted.

Recommendation:

Staff recommends Alternative #1. Staff does not support Alternative #2.

Action:

Motion to adopt Resolution #17-10-252 adopting the final assessment roll certifying Sunwood Drive Reconstruction assessments for 2018 payable tax year, Improvement Project #17-00.

Attachments

Resolution 17 10 252
Feasibility Report IP1700
Affidavit of Mailing
Final Assessment Roll
MN Statute Ch 429
Special Assessments Policy
City Charter Ch 8
Final Assessment Map

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	10/05/2017 10:16 AM
Kurt Ulrich	Kurt Ulrich	10/05/2017 10:41 AM
Form Started By: Bruce Westby		Started On: 10/03/2017 08:15 AM
Final Approval Date: 10/05/2017		

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

RESOLUTION #17-10-252

RESOLUTION ADOPTING ASSESSMENT ROLL CERTIFYING SUNWOOD DRIVE RECONSTRUCTION ASSESSMENTS FOR 2018 PAYABLE TAX YEAR; IMPROVEMENT PROJECT #17-00

WHEREAS, pursuant to proper notice duly given as required by law, the Council met, heard and passed upon all objections to the proposed assessment for the reconstruction of Sunwood Drive between Ramsey Boulevard/County State Aid Highway 56 and Bunker Lake Boulevard/County Road 116, along with miscellaneous appurtenant improvements.

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

1) Such proposed assessment, a copy of which is attached and incorporated herein, is hereby accepted and constitutes the special assessment against the listed properties. Each listed property is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it..

2) Such assessment shall be payable in equal annual installments extending over a period of 10 years, and shall bear interest at the rate of 4.60 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this assessment resolution until December 31, 2018. To each subsequent installment when due shall be added interest for 1 year on all unpaid installments.

3) The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Finance Office, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution. Such payment must be made by November 13 or interest will be charged through December 31 of the succeeding year. In subsequent years, the property owner may at any time pay to the City the balance of the assessment remaining unpaid after the current year, provided such payment is made prior to November 13.

4) The City Clerk shall transmit a certification of this assessment to the Anoka County Auditor's Office to be extended on the property tax lists of the County. Such assessments shall be collected and paid in the same manner as other municipal taxes.

The motion of 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 10th day of October, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

FEASIBILITY REPORT

SUNWOOD DRIVE RECONSTRUCTION

CITY IMPROVEMENT PROJECT NO. 17-00

March 9, 2017

Prepared By:

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

March 9, 2017

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

Re: Feasibility Report - City of Ramsey Improvement Project #17-00
Sunwood Drive Reconstruction

Dear Mayor and City Council Members:

Transmitted herewith is a Feasibility Report for the proposed Sunwood Drive Reconstruction project between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard/CSAH 116 which examines the feasibility of reconstructing the bituminous street section and completing other appurtenant improvements.

This Feasibility Report examines the scope of the proposed improvements, explores estimated costs and available funding sources, defines a preliminary project schedule, and determines the necessity, feasibility and general cost-effectiveness of the proposed improvements, including any alternate designs, as well as whether the improvements would best be completed separately or in conjunction with another project.

I would be happy to discuss this report with you at your convenience. Please feel free to contact me at 763-433-9825 or bwestby@cityoframsey.com with any questions.

Sincerely,
City of Ramsey

Bruce Westby, PE
City Engineer

Enclosure

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

CERTIFICATION

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

Bruce Westby, PE

Date: March 9, 2017 License No. 40116

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

Leonard Linton, PE

Date: March 9, 2017 License No. 21112

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CERTIFICATION SHEET
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Appendix D
Geotechnical Exploration and Engineering Review (NTI – 30 pages)
Pavement Evaluations and Recommendations (WSB & Associates – 8 pages)

1. EXECUTIVE SUMMARY

City Improvement Project 17-00 proposes to reconstruct Sunwood Drive between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard /CSAH 116 which totals approximately 3,050 linear feet (0.58 miles) in length. A map showing the location and scope of the proposed improvements is included as ***Figure 1*** in ***Appendix A***.

This segment of Sunwood Drive was constructed in 1996 with 3.5 inches bituminous pavement, 5 inches class 5 aggregate base, B618 concrete curb and gutter, and concrete storm sewer. The street was constructed to a width of 40 feet from face-of-curb to face-of-curb, and is centered within an 80 foot wide right-of-way. The storm sewer system consists of numerous catch basins which drain runoff from the street to adjacent low-lying areas using concrete storm sewer pipes.

City staff evaluates and rates the condition of pavement sections on all city streets on an annual basis using the Pavement and Surface Evaluation Rating (PASER) system. In the fall of 2016, this segment of Sunwood Drive was rated with PASER ratings of 3 (between Bunker Lake Boulevard/CR 116 and Jaspar Street) and 4 (between Jaspar Street and Ramsey Boulevard/ CSAH 56). This indicates this segment of Sunwood Drive is past the point of completing mill and overlay improvements. The current condition of this street requires City staff to patch the street at least once per year, particularly before winter so the street can be plowed without further damaging the pavement in the process. Pictures of this segment of Sunwood Drive are located in ***Appendix A***.

Proposed improvements include removing and replacing all damaged concrete curb and gutter sections, and reconstructing the existing bituminous pavement section using a Stabilized Full Depth Reclamation, or SFDR, process. The SFDR process would involve milling the top 3 inches or so of existing bituminous pavement and disposing of the millings off site, after which the remaining existing bituminous pavement would be ground up and mixed with the existing aggregate base. This reclaim material would then be spread back over the existing subgrade, which will be reshaped and compacted as needed. An asphalt emulsion stabilizing agent will then be mixed into the reclaim material before it is shaped and compacted in place. Then 4 inches of new bituminous pavement will be placed on top. This will result in a 10-ton pavement design meeting current State Aid pavement design standards.

The existing storm sewer system is in good condition and based on preliminary review appears to meet all applicable current State Aid design standards so no improvements are proposed.

An off-street 10 foot wide bituminous trail exists along the north side of Sunwood Drive and is in relatively good condition so no improvements are proposed with this project.

The engineer's opinion of probable costs for completing the proposed improvements on Sunwood Drive as outlined in this report is $607,000. Estimated costs include 23% indirect costs for administrative, engineering, finance and legal costs. A summary of the engineer's opinion of probable costs is included in ***Appendix B***.

A total of 9 parcels have been identified as receiving special benefit from the improvements. These parcels are identified in the preliminary Assessment Map and Roll which are attached in ***Appendix C***.

A total of four pavement corings were completed by WSB and Associates (WSB) to assist with the preparation of this report. In addition, eleven soil borings were completed by Northern Technologies, Inc. (NTI). Both firms offered pavement design recommendations which were considered and incorporated to varying degrees while preparing this report. Copies of WSB's and NTI's reports are attached in ***Appendix D***.

This improvement project, which is listed in the City's current Capital Improvement Program, is proposed to be funded using a combination of special assessments to benefiting properties, street reconstruction bond proceeds, and stormwater utility funds.

Staff recommends using special assessments to pay for up to 25% of eligible improvement costs, which totals $151,750. A total of nine (9) assessable properties exist along the project corridor. Staff recommends using the "adjusted front footage" method of assessment. All costs for the proposed improvements are eligible for special assessments since the street is proposed to be reconstructed at its existing width, which meets current State Aid standards, and since both the existing and proposed pavement sections meet 10-ton design standards and are therefore equivalent sections.

Staff recommends ordering a special benefit consultation report for this project to verify that the proposed assessment amounts will not exceed the amount of benefit to any assessable property. If the report concludes that the benefit to any property is less than the proposed preliminary assessment rate, Staff will propose to lower the final assessment amount accordingly before the Assessment Hearing scheduled for October 10, 2017. And if the report verifies that the proposed assessments for certain properties are justified, Staff will propose to adopt the final assessments for those properties as preliminarily proposed.

Staff has discussed the proposed improvements and the proposed use of special assessments to pay for up to 25% of the improvements with all but one of the assessable property owners. Staff will present a general summary of the comments received prior to the Public Hearing on March 14th.

This project would best be constructed as a stand-alone project and is necessary, feasible, and cost-effective from an engineering standpoint, and can be constructed as proposed herein.

2. INTRODUCTION

2.1 Authorization

The preparation of this report was authorized by the Ramsey City Council on August 8th, 2016. This project has been designated as City Improvement Project No. 17-00.

2.2 Program Overview

In support of the City's long-term Street Maintenance Program, the existing bituminous pavement section is proposed to be reconstructed using a stabilized full-depth reclamation (SFDR) process, all damaged concrete curb and gutter sections will be removed and replaced, and other appurtenant work will be completed as outlined in this report.

The City's pavement evaluation process involves a visual evaluation of each street's pavement surface based on the type, extent and severity of each pavement distress observed. Numerous types of pavement distresses may exist within a pavement section including, but not limited to, alligator cracking, block cracking, longitudinal cracking, transverse cracking, rutting, raveling, shoving, potholes and patches. This field data is then used to rate the pavement condition.

The City uses the Pavement and Surface Evaluation Rating (PASER) system to rate pavement condition. A PASER rating is a numerical index between 1 and 10 indicating the condition of a pavement based on the various pavement distresses recorded during visual observations. A PASER rating of 10 represents brand new pavement, while a PASER rating of 1 represents a pavement section that has fallen into complete disrepair requiring full reconstruction.

In the fall of 2016, this segment of Sunwood Drive was rated with PASER ratings of 3 and 4, depending on location.

2.3 Scope

City of Ramsey Improvement Project 17-00 proposes to reconstruct the existing bituminous pavement, to remove and replace damaged concrete curb and gutter sections, and to complete other appurtenant work on Sunwood Drive between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard /CSAH 116 which totals approximately 3,050 linear feet (0.58 miles) in length.

The existing bituminous pavement is proposed to be reconstructed using a Stabilized Full Depth Reclamation, or SFDR, process. The SFDR process would involve milling roughly the top 3 inches of existing bituminous pavement and disposing of the millings off site. All remaining existing bituminous pavement would then be ground and mixed into the existing aggregate base. This reclaim material would then be spread over the existing subgrade, which will be reshaped and compacted as needed. A stabilizing agent, such as an asphalt emulsion, will be mixed into the reclaim material prior to shaping and compacting it. Four (4) inches of new bituminous pavement will then be placed on top of the stabilized reclaim material. This will result in a 10-ton pavement design meeting current State Aid pavement design standards.

A map showing the location and scope of the proposed improvements is included as ***Figure 1*** in ***Appendix A***.

3. EXISTING CONDITIONS

3.1 Existing Pavement and Soil Conditions

As-built record drawings show that the segment of Sunwood Drive between Ramsey Boulevard/ CSAH 56 and Bunker Lake Boulevard/CR 116 was constructed in 1996 using 3.5 inches of bituminous pavement, 5 inches of class 5 aggregate base, B618 concrete curb and gutter, and concrete storm sewer. The street was constructed to a width of 40 feet from face-of-curb to face-of-curb, and is centered within an 80 foot wide right-of-way. Delineated parking lanes exist along both sides of the street. The existing posted speed is 35 mph along this entire segment of Sunwood Drive. The storm sewer system consists of numerous catch basins which drain runoff from the street to adjacent low-lying areas using concrete storm sewer pipes.

In 2002 and 2008 the pavement was cracksealed and sealcoated, and spot patching has been applied on an as-needed basis since. In the fall of 2016, this segment of Sunwood Drive was rated with PASER ratings of 3 between Bunker Lake Boulevard/CR 116 and Jaspar Street, and 4 between Jaspar Street and Ramsey Boulevard/CSAH 56.

In 2015, City Staff recorded an average annual daily traffic volume of 3,500 (AADT). While truck counts are not available, Staff believes it is reasonable to assume between 5 and 10 percent of vehicles using this street segment can be classified as truck traffic, and that the percentage of trucks using this corridor may increase over time due to current business expansion projects and since several undeveloped but developable parcels exist along the corridor.

Northern Technologies, Inc. (NTI) was employed to complete a Geotechnical Exploration and Engineering Review for this project, including eleven (11) soil borings spaced approximately 200 feet apart along Sunwood Drive. The locations of the borings are shown in the Boring Location Diagram in Appendix C of NTI's report, attached in ***Appendix D.***

The NTI soil borings provide information on existing bituminous pavement and aggregate base course thicknesses, subsurface soil conditions, existing ground water elevations, and potential issues that may be encountered during construction. All soil borings terminated at a nominal depth of 11 feet below the existing ground surface. Groundwater was observed in all soil borings at depths ranging between 7 and 9.5 feet below the existing ground surface. Based on the work proposed and the recorded water level depths, groundwater is not anticipated to be an issue for work completed with this proposed project.

The soil borings generally indicate that existing bituminous pavement thicknesses range between 4.3 to 8.3 inches, with an average thickness of around 5 inches. Apparent aggregate base was not observed in any of the boring locations. Previously placed fill soils, generally consisting of poorly graded sand with silt (SP-SM), are present at depths ranging from 2.0 to 7.0 feet below the top of the pavement. Native alluvial soils consisting of poorly graded sand (SP), silty sand (SM), and poorly graded sand with silt (SP-SM) generally extend to the bottom of the borings.

WSB and Associates (WSB) was employed to complete a total of four pavement corings. Their results showed an average bituminous pavement thickness of close to 5 inches, constructed over a class 5 aggregate base.

3.2 Watermain

Watermain was installed in 1996 under the pavement along this segment of Sunwood Drive. Staff believes the existing watermain is in good condition, and that no repairs will be required prior to reconstructing the pavement. However, if plans and specifications are ordered for the proposed improvements, staff proposes to hire a leak detection expert to ensure no detectable leaks exist. If leaks are detected, repairs will be made under a separate contract before work commences on this project. Leak detection testing is estimated to cost $500.

3.3 Sanitary Sewer

Sanitary sewer was installed in 1996 under the pavement along the entire segment of Sunwood Drive. Staff believes the existing sanitary sewer is in good condition, and that no repairs will be required prior to reconstructing the pavement. However, if plans and specifications are ordered for the proposed improvements, staff proposes to hire a firm to televise the sewers to ensure the pipes are not deformed, cracked, or broken, and that all joints are sealed. If issues are detected, repairs will be made under a separate contract before work commences on this project. Sewer televising for this project is estimated to cost $3,300.

3.4 Storm Sewer/Drainage

Storm sewer exists along this segment of Sunwood Drive. Stormwater runoff is currently conveyed within the concrete curb and gutter along Sunwood Drive, where it is then collected in concrete catch basins and routed through concrete storm sewer pipes to existing wetlands, stormwater drainage ditches, and ponding facilities. Based on preliminary calculations by City Staff, no modifications will be required to the existing storm sewer system to meet current State Aid standards. Staff will inspect all existing storm sewer infrastructure during preparation of plans in case repairs are required, in which case repairs would be completed with the project.

3.5 Streets

3.5.1 Existing Typical Sections

The street was constructed to a width of 40 feet from face-of-curb to face-of-curb, and is centered within an 80 foot wide City-owned right-of-way. Eight-foot parking lanes are delineated along both sides using striping.

3.5.2 Maintenance History

The bituminous pavement was cracksealed and sealcoated in 2002, and again in 2008. Spot patching has been completed on an as-needed basis since.

3.6 Land Use

Properties abutting this segment of Sunwood Drive are zoned E1 or E2, with the exception of the City-owned parcel containing Cottonwood Park which is undevelopable.

4. PROPOSED IMPROVEMENTS

4.1 Street and Stormwater Improvements

The segment of Sunwood Drive between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard/CR 116 is part of the City's Municipal State Aid System (MSAS). Any proposed improvements must therefore be designed and constructed in accordance with current Minnesota Department of Transportation (MnDOT) State Aid standards, which are generally based on the street's functional classification, projected traffic volume, design speed, lane designations and widths, and proposed pedestrian facilities.

Based on the proposed design, Sunwood Drive must be reconstructed in accordance with State Aid Rule 8820.9936 (Minimum Design Standards, Urban; New or Reconstruction Projects) or 8820.9946 (Minimum Design Standards, Urban; Reconditioning Projects). This will depend on the percentage of damaged curb and gutter that needs to be removed and replaced, which will be determined during final design. If more than 20 percent of the existing curb and gutter needs to be removed and replaced, the minimum design standards for State Aid Rule 8820.9936 must be followed. Otherwise, State Aid Rule 8820.9946 will govern.

The general location and scope of the proposed improvements is shown in ***Figure 1*** in ***Appendix A***.

4.1.1 Street Improvements

Sunwood Drive is proposed to be reconstructed at a width matching the existing width which permits on-street parking along both sides of Sunwood Drive. This design will meet current State Aid standards. All damaged B618 concrete curb and gutter is proposed to be removed and replaced in kind. A typical section for the proposed pavement reconstruction improvements is shown in ***Figure 2*** in ***Appendix A.***

The proposed reconstructed bituminous pavement design must accommodate a 10-ton design in accordance with MnDOT State Aid design standards. City staff is proposing a pavement section design of 2 inches bituminous wear course, 2 inches bituminous base course, and 5 inches of base composed of stabilized full depth reclamation material. This pavement section would be constructed over the existing subgrade after reshaping and compacting.

The proposed pavement design should result in a minimum pavement life of 30 years, assuming that proactive, regular pavement maintenance treatments are performed during the life of the pavement. While a 60-year design life would typically be targeted for a reconstructed street, this project is not proposing a full reconstruction due to the good condition of the majority of existing 20 year old curb and gutter. Therefore, only the aggregate base and bituminous pavement are proposed to be reconstructed at this time. At the time the rest of the existing curb and gutter needs to be replaced, which may be 30 or more years in the future, Staff will evaluate the condition of the existing pavement section and the existing utilities to determine what improvements are needed at the time, if any.

4.1.2 Stormsewer Improvements

The existing storm sewer system is in good condition and appears to meet all current State Aid design standards and is therefore not proposed to be improved. The only proposed storm sewer improvements include adjusting and/or repairing catch basin castings as needed. No stormwater quality treatment improvements are required for this project since the street is proposed to be reconstructed at its current width.

4.1.3 Geotechnical Considerations

Northern Technologies, Inc. (NTI) completed a Geotechnical Exploration and Engineering Review including eleven (11) soil borings spaced at approximate 200 foot intervals along Sunwood Drive. The locations of the borings are shown in the Boring Location Diagram in Appendix C of NTI's report, attached in ***Appendix D.*** NTI recommends completing a full reconstruction with subgrade corrections and the removal and replacement of all concrete curb and gutter. This work would result in project costs approximately twice as much as the current estimate included in this report, and would result in significant site access and traffic impacts during construction.

WSB completed four (4) pavement cores along Sunwood Drive as shown in their Pavement Evaluations and Recommendations report, attached in ***Appendix D***. WSB recommends leaving all intact existing curb and gutter in place, which staff estimates accounts for over 80% of the existing curb and gutter, which is only 20 years old. WSB also recommends reconstructing only the aggregate base and bituminous pavement by incorporating additional strength in the aggregate base using a Stabilized Full Depth Reclamation process. In total, this work is estimated to cost half as much as a total reconstruction yet would result in a pavement design life of 30-plus years. In considering that the remaining curb and gutter will likely need to be replaced in 30 to 40 years, a total reconstruction could be evaluated at that time. Another benefit to this design is that it would result in minimal impacts to site access and traffic during construction.

4.1.4 Other Considerations

Driveways:
Existing driveways will need to be reconstructed to varying degrees. The limits of construction will vary with each driveway based on the elevations of the street and the parking lot, as well as the driveway pavement type. During design, staff will evaluate the construction limits for each driveway and will incorporate this into the plans, but as with all street reconstruction projects the exact limits of construction will be determined in the field during construction. Right-of-entry forms would be obtained from private property owners if work is required outside City right-of-ways and easements.

Irrigation Systems:
Developed properties along the project corridor may have private irrigation systems. Impacts to these systems may occur where the existing curb and gutter is being replaced. On past street reconstruction projects, the City repaired private irrigation systems that were damaged as part of the project. Staff recommends foregoing this practice on future projects. Instead, staff recommends notifying property owners in writing of the pending

construction as far in advance of construction as possible to allow them adequate time to move their irrigation systems out of the construction area, and then to replace the systems once work is complete. Staff recommends allowing the private irrigation systems to be replaced in their original locations within City right of way if desired by property owners.

Parking Restrictions:
Parking is currently provided along both sides of the streets and is not currently restricted except for overnight parking per City code. During this project, parking is also proposed to be restricted during allowable working hours.

4.2 Stormwater Treatment

Stormwater retention and/or treatment improvements are not required for this project.

4.3 Water Main Improvements

No watermain improvements are proposed with this project.

4.4 Sanitary Sewer Improvements

No sanitary sewer improvements are proposed with this project.

4.5 Construction Methods

The existing bituminous pavement section will be reconstructed using the SFDR process outlined within this report. See WSB and Associates Pavement Evaluations and Recommendations report in ***Appendix D*** for additional details on the proposed SFDR process.

4.6 Private Utilities

Staff has not yet met with the telephone, gas, power and cable utilities regarding this project. During preparation of plans and specifications, staff will meet with the private utility companies to discuss the proposed improvements as noted in the project schedule within this report. The alignment and footprint of the streets will be considered to minimize impacts to private utilities. No impacts to power poles or street lights are anticipated with this project.

Should any utility companies indicate they wish to upgrade, replace and/or otherwise modify their services during this project, any such upgrades, replacements and/or modifications will be at the sole discretion and cost of the utility companies.

4.7 Permits

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

- MPCA General Stormwater Permit (NPDES)..... Grading and Storm Water

A stormwater permit from the Lower Rum River Watershed Management Organization will not be required with this project.

4.8 Right-of-Ways/Easements

It is anticipated that all improvements will occur within existing City right-of-ways and/or easements, with the possible exception of tying into private driveways and green areas. It is therefore not anticipated that the City will need to acquire additional permanent right-of-way or easements for this project. As such, costs for right-of-way or easement acquisitions are not included in the probable project costs.

City staff will work with private property owners as needed to obtain any required right of entries.

5. FINANCING

5.1 Opinion of Cost

A detailed opinion of probable costs for the proposed improvements can be found in ***Appendix B*** of this report. The opinion of probable costs incorporates anticipated 2017 construction costs for the proposed improvements plus 23% indirect costs for administrative, engineering, financing and legal costs. Construction contingency costs are not included in the estimated costs.

City staff prepared the Feasibility Report in-house as part of staff's normal duties.

NTI prepared the Geotechnical Exploration and Engineering Review, included in ***Appendix D***, at a cost of $4,400. WSB and Associates, Inc. prepared the Pavement Evaluations and Recommendations included in ***Appendix D***, at a not-to-exceed cost of $2,687.50.

5.2 Funding

5.2.1 Assessments

The City's adopted Special Assessments Policy allows special assessments to be levied against all benefiting properties in an amount not to exceed 25% of eligible street reconstruction project costs. Eligible project costs include costs required to reconstruct the street at its current width, and to reconstruct the pavement without increasing its structural capacity. Benefiting properties are considered to be any developable parcel that has, or has the ability to create, one or more direct accesses onto the segment of Sunwood Drive being reconstructed. A total of 9 benefitting properties have been identified for this project, including two City-owned parcels. The Preliminary Assessment Map and Roll are included in ***Appendix C***.

The engineer's opinion of probable costs for eligible assessment costs totals $607,000. Assessable industrial parcels are preliminarily proposed to be assessed for up to 25 percent of eligible project costs, which totals $151,750. Assessment terms are proposed at ten years. Interest rates are proposed at two percent above the bond interest rate.

The "adjusted front footage" method of assessment as identified in the City of Ramsey's Special Assessments Policy was applied to assign preliminary assessment amounts for this project. Staff then enlisted Patchin Messner Dodd and Brumm, the firm the City has used to complete special benefit consultation reports for residential street reconstruction projects, to assign estimated special benefit amounts to all assessable parcels. Staff then applied the lesser of the two amounts to assign proposed preliminary assessments to each assessable property as shown in the Preliminary Assessment Roll.

Special assessments for industrial parcels have never been developed using the recently adopted Special Assessments Policy. In addition, State Statute and the City Charter do not allow for assessments to exceed benefit to the property. Therefore, Staff wants to ensure that all assessments applied with this project will not exceed the benefit to assessed properties. Staff therefore recommends ordering a benefit appraisal consultation report for this project in accordance with the City's Special Assessments Policy at the time a construction contract is awarded.

5.2.2 City Contribution

The City contribution to the project will include all funding in excess of the amount collected through special assessments to benefiting properties. This will equal 75 percent or more of eligible project costs. No funds have been budgeted for this project.

The City's share of eligible project costs related to surface (street) improvements is proposed to come from the previously encumbered 5-year Street Reconstruction and Overlay Program bonds. Stormwater Utility Funds are proposed to pay for all storm sewer improvements.

Special assessments are proposed to pay back a portion of these costs based on the final assessments adopted by Council at the end of the project. Based on the estimated costs and funding program developed within this report, approximately 22% of project costs will be assessed.

Table 1 illustrates the proposed project funding based on the proposed design and funding program outlined within this report. This funding program assumes construction will occur in 2017.

TABLE 1
Proposed Project Funding

	ASSESSMENTS	CITY FUNDS	TOTAL
Estimated Costs	**$133,779.60**	**$473,220.40**	**$607,000**

Total Estimated Project Cost		**$607,000.00**
Less Special Assessments (22%)	-	$133,779.60
Subtotal	**=**	**$473,220.40**
Less City Bonding Funds	-	$465,920.40
Subtotal	**=**	**$7,300.00**
Less Stormwater Utility Funds	-	$7,300.00
Total Remaining Cost	**=**	**$0.00**

6. PROJECT SCHEDULE

The proposed project schedule is as follows:

Council Orders Feasibility Report ..... August 8, 2016

Council Accepts Feasibility Report/Orders Public Hearing ..... January 24, 2017

Staff Publishes Notice of Public Hearing .....January 27 & February 3, 2017

Public Input Meetings .....January 27 – March 9, 2017

Council Conducts Public Hearing/Orders Plans and Specifications..... March 14, 2017

Staff Conducts Private Utility Coordination Meeting .....March/April, 2017

Council Approves Plans and Specifications/Authorizes Ad for Bids..... April 11, 2017

Staff Advertises for Bids..... April 14 & 21, 2017

Staff Receives Bids ..... May 15, 2017

Council Awards Contract ..... May 23, 2017

Contractor Begins Construction ..... June, 2017

Contractor Completes Construction ..... September 8, 2017

Council Orders Assessment Roll/Hearing ..... September 12, 2017

Council Conducts Assessment Hearing.....October 10, 2017

7. CONCLUSIONS AND RECOMMENDATIONS

City of Ramsey Improvement Project 17-00 proposes to reconstruct the bituminous pavement section, to remove and replace damaged concrete curb and gutter, and to complete miscellaneous appurtenant work on Sunwood Drive between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard /CSAH 116.

It is the recommendation of City staff that City Project No. 17-00 is feasible, necessary, and cost-effective from an engineering standpoint, and that this project would best be constructed as a stand-alone project as proposed herein.

The following Staff recommendations related to the proposed project are presented for Council consideration and concurrence:

1. Staff recommends reconstructing the segment of Sunwood Drive between Ramsey Boulevard/CSAH 56 and Bunker Lake Boulevard /CSAH 116 as proposed herein in 2017 thereby meeting current State Aid design standards and allowing all project costs to be eligible for the use of special assessments per the City's Special Assessments Policy.

2. Staff recommends ordering an benefit appraisal consultation report to ensure that the preliminary special assessments proposed herein will not exceed the benefit received as a result of the improvements in accordance with the City's Special Assessments Policy.

3. Staff recommends reconstructing the off-road bike trail along the north side of Sunwood Drive at a later date pending adoption of the City's Trail Maintenance Policy/Program.

4. Staff recommends excluding private irrigation system work from this project, and from all future City Improvement Projects, and instead recommends notifying property owners of pending construction as far in advance as possible and instructing them to relocate their private irrigation system(s) away from the construction area during construction, then allow replacement in or near the original location after construction is complete.

The City Council is asked to act on the following items related to the proposed project:

1. Adopt Resolution #17-03-057 accepting the Feasibility Report, including the preliminary assessment roll as proposed, and ordering preparation of Plans and Specifications for City Improvement Project #17-00, Sunwood Drive Reconstruction.

APPENDIX A

Figure 1 – Project Scope
Figure 2 – Typical Section
Project Site Pictures

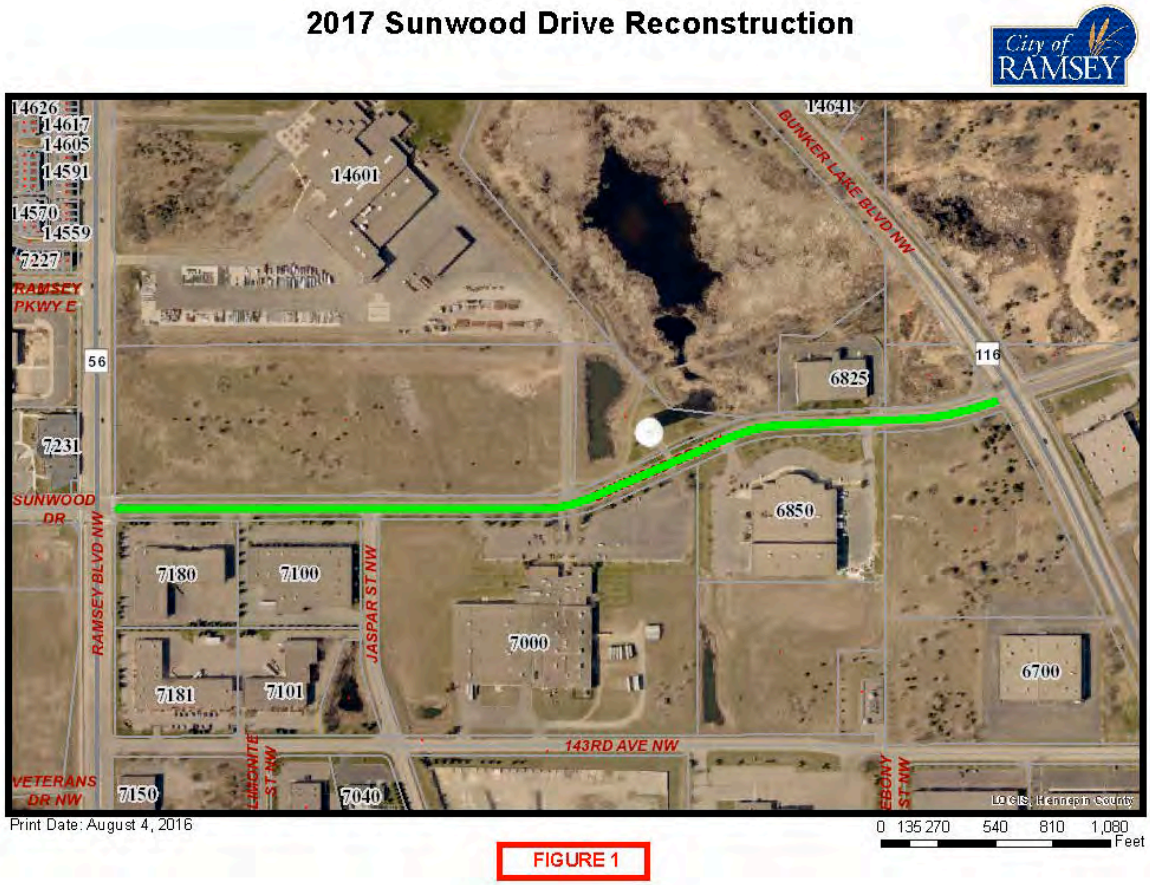


FIGURE 1
PROJECT SCOPE

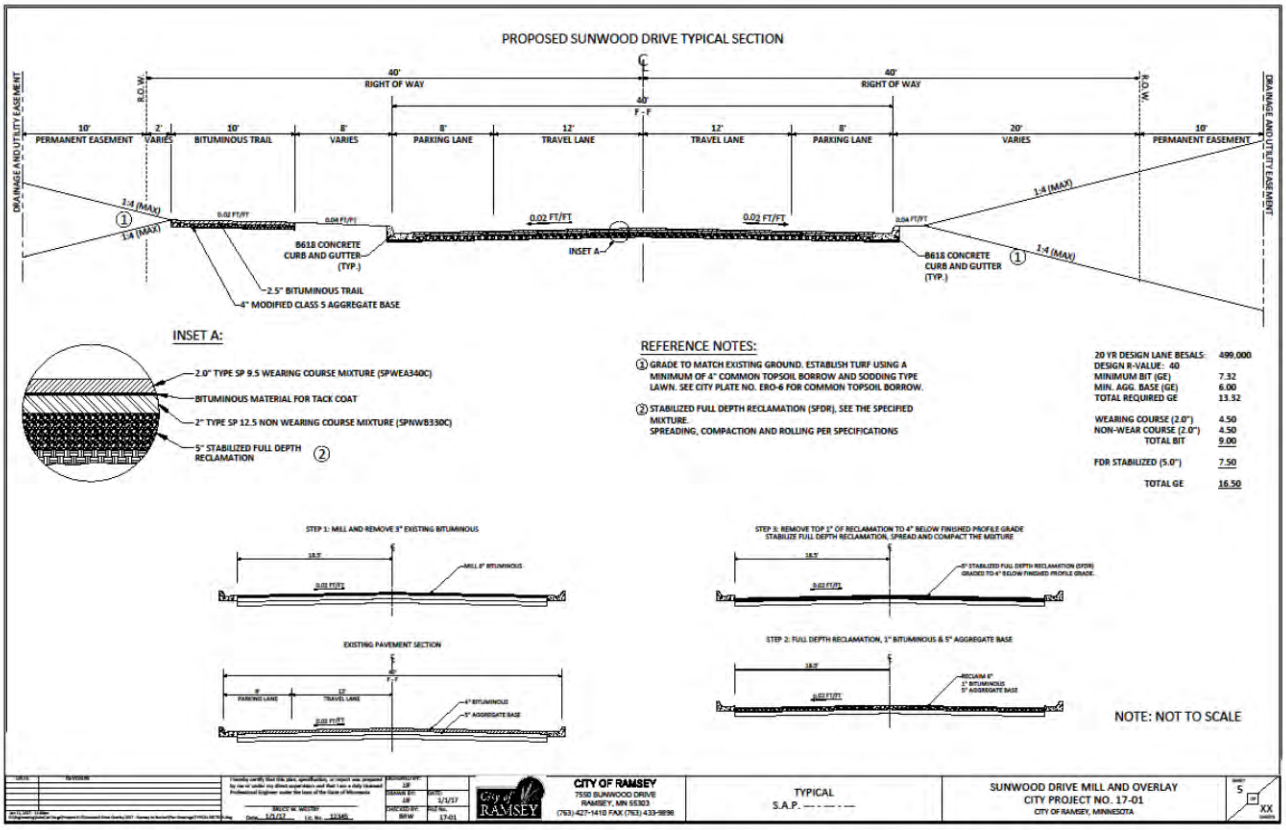


FIGURE 2
TYPICAL SECTION

PROJECT SITE PICTURES







APPENDIX B

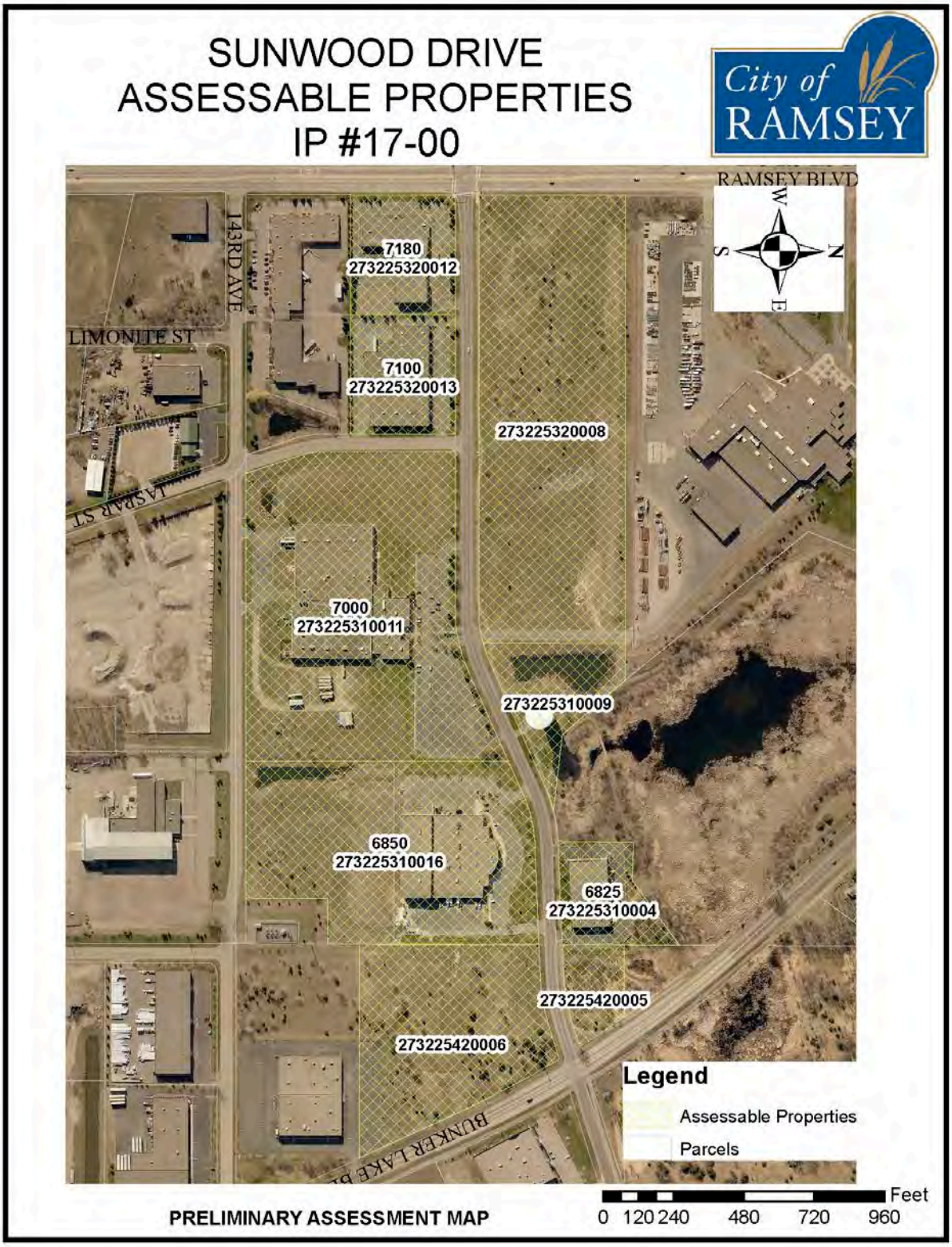
Opinion of Probable Costs

17-00 SUNWOOD DRIVE RECONSTRUCTION: RAMSEY BLVD. to BUNKER LAKE BLVD.
ENGINEER ESTIMATE
1/11/2017

ITEM No.	MNDOT No.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	COST EXTENSION
1	2021.501	MOBILIZATION (10%)	LS	1	$ 44,841.03	$ 45,000.00
2	2104.501	REMOVE CONCRETE CURB AND GUTTER	LF	1100	$ 6.00	$ 6,600.00
3	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	317	$ 4.50	$ 1,426.50
4	2104.505	REMOVE CONCRET VALLEY GUTTER	SY	179	$ 20.00	$ 3,580.00
5	2104.511	SAWING CONCRETE PAVEMENT - FULL DEPTH	LF	200	$ 8.50	$ 1,700.00
6	2104.513	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LF	564	$ 5.50	$ 3,102.00
7	2130.501	WATER	MGAL	50	$ 32.50	$ 1,625.00
8	2232.501	MILL BITUMINOUS PAVEMENT (1.5" DEPTH X 2' WIDTH)	SY	62	$ 15.00	$ 930.00
9	2232.501	MILL BITUMINOUS PAVEMENT (3.0" DEPTH)	SY	12707	$ 1.25	$ 15,883.75
10	2215.501	STABILIZED FULL DEPTH RECLAMATION (6" DEPTH)	SY	12707	$ 3.50	$ 44,474.50
11	2331.607	HAUL BIT PAVEMENT RECLAMATION (LV)	CY	459	$ 10.00	$ 4,590.00
12	2331.609	BITUMINOUS MATERIAL FOR MIXTURE	TON	133	$ 600.00	$ 79,800.00
13	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	896	$ 2.36	$ 2,114.56
14	2360.502	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA340C) (2.0")	TON	1719	$ 65.00	$ 111,735.00
15	2360.502	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (SPNWB330C) (2.0")	TON	1689	$ 61.00	$ 103,029.00
16	2506.602	GROUT CATCH BASIN	EA	11	$ 300.00	$ 3,300.00
17	2506.602	ADJUST CATCH BASIN CASTING	EA	4	$ 1,000.00	$ 4,000.00
18	2531.501	CONCRETE CURB & GUTTER DESIGN B618 (ESTIMATED 20% REPLACE)	LF	1100	$ 13.00	$ 14,300.00
19	2504.602	ADJUST VALVE BOX	EA	6	$ 250.00	$ 1,500.00
20	2506.522	ADJUST FRAME AND RING CASTING (SANITARY MH IN STREET)	EA	9	$ 550.00	$ 4,950.00
21	2531.604	7" CONCRETE VALLEY GUTTER	SY	179	$ 85.00	$ 15,215.00
22	2563.601	TRAFFIC CONTROL	LS	1	$ 10,000.00	$ 10,000.00
23	2573.503	SILT FENCE	LF	100	$ 3.00	$ 300.00
24	2573.530	STORM DRAIN INLET PROTECTION	EA	17	$ 200.00	$ 3,400.00
25	2575.525	COMMON TOPSOIL BORROW (LV)	CY	35	$ 30.00	$ 1,050.00
26	2575.505	SODDING TYPE LAWN	SY	262	$ 7.00	$ 1,834.00
27	2582.501	PAVT MSSG (LT ARROW) EPOXY	EA	2	$ 135.00	$ 270.00
28	2582.501	PAVT MSSG (RT-THRU ARROW) EPOXY	EA	1	$ 200.00	$ 200.00
29	2582.502	24" SOLID LINE WHITE - EPOXY	LF	29	$ 10.00	$ 290.00
30	2582.502	24" SOLID LINE YELLOW - EPOXY	LF	52	$ 10.00	$ 520.00
31	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	3182	$ 1.00	$ 3,182.00
32	2582.502	4" SOLID LINE WHITE - EPOXY	LF	5038	$ 0.50	$ 2,519.00
33	2582.503	CROSSWALK MARKING - EPOXY	SF	198	$ 5.00	$ 990.00
				TOTAL CONSTRUCTION COST		*$ 493,410.31*
				23% INDIRECT COST		*$ 113,484.37*
					TOTAL PROJECT COST	***$ 606,894.68***

APPENDIX C

Preliminary Assessment Map
Preliminary Assessment Roll



PRELIMINARY ASSESSMENT MAP

PRELIMINARY ASSESSMENT ROLL - IP #17-00										
PID No.	Property Owner	Property Front Footage (Lin Ft)	Front Footage Rate ($/Lin Ft)	Property Address	City	State	Zip	Calculated Front Footage Assessment	Estimated Special Benefit	Proposed Preliminary Assessment
273225310004	NORTH SUBURBAN MANAGEMENT LLC	355.29	$26.09482179	6825 SUNWOOD DR NW	RAMSEY	MN	55303	$9,271.23	$8,500.00	$8,500.00
273225310009	RAMSEY CITY OF	622.49	$26.09482179		RAMSEY	MN	55303	$16,243.77	$10,500.00	$10,500.00
273225310011	VISION EASE LP	1,098.25	$26.09482179	7000 SUNWOOD DR NW	RAMSEY	MN	55303	$28,658.64	$25,500.00	$25,500.00
273225310016	KNOLL PROPERTIES LLC	641.97	$26.09482179	6850 SUNWOOD DR NW	RAMSEY	MN	55303	$16,752.09	$27,000.00	$16,752.09
273225320008	CONNEXUS ENERGY	1,530.01	$26.09482179		RAMSEY	MN	55303	$39,925.34	$47,500.00	$39,925.34
273225320012	RMR CAPITAL LLC	408.06	$26.09482179	7180 SUNWOOD DR NW	RAMSEY	MN	55303	$10,648.25	$6,500.00	$6,500.00
273225320013	OBRIEN PROP OF MINNESOTA LLC	408.07	$26.09482179	7100 SUNWOOD DR NW	RAMSEY	MN	55303	$10,648.51	$6,500.00	$6,500.00
273225420005	RAMSEY CITY OF	353.22	$26.09482179		RAMSEY	MN	55303	$9,217.21	$10,500.00	$9,217.21
273225420006	PHILLIPS ALAN C & D V TRUSTEES	397.97	$26.09482179		RAMSEY	MN	55303	$10,384.96	$10,500.00	$10,384.96
	TOTALS	5,815.33						$151,750.00	$153,000.00	$133,779.60

PRELIMINARY ASSESSMENT ROLL

APPENDIX D

Geotechnical Exploration and Engineering Review (NTI – 30 pages)
Pavement Evaluations and Recommendations (WSB & Associates – 8 pages)

NTI
NORTHERN TECHNOLOGIES, LLC
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Inver Grove Heights, MN 55076
P: 651.389.4191 F: 651.389.4190
www.NTIgeo.com

Unearthing confidence™

November 23, 2016

City of Ramsey
Attention: Mr. Bruce Westby, P.E.
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

Subject: Geotechnical Exploration and Engineering Review
Sunwood Drive – Street Improvements
Ramsey, Minnesota
NTI Project No. 16.61770.100

Northern Technologies, LLC (NTI) has completed a total of eleven (11) borings for the Sunwood Drive project area in the City of Ramsey, Minnesota.

The scope of services included determining existing bituminous and aggregate base thicknesses, and subsurface conditions, and providing recommendations for site preparation, excavations, engineered fill and compaction, depths of unsuitable soils to be removed, groundwater management, potential difficulties during construction, utility installation, and pavement design.

Our services were performed in accordance with our proposal dated October 25, 2016.

PROJECT AND SITE DESCRIPTION

The project includes street and possibly utility improvements to a section of Sunwood Drive between Ramsey Boulevard and Bunker Lake Boulevard in Ramsey, Minnesota.

The pavement sections are proposed to be designed using the average annual daily traffic (AADT) information and based on a 20-year design pavement life. The AADT information noted on the Mn/DOT Traffic Data webpage indicates an AADT of 3500 for the project section of Sunwood Drive. NTI was not aware of invert elevations or other design details of the proposed utilities at the time this report was prepared.

SUBSURFACE EXPLORATION SUMMARY

NTI performed the subsurface exploration program on November 8, 2016 with a two-person crew using a truck-mounted CME-55 drill rig. Samples were generally collected in accordance with ASTM D 1586 "Standard Test Method for Standard Penetration Testing (SPT) and Split-Barrel Sampling of Soils."

The boring locations and depths were determined by a representative with the City of Ramsey. The boring locations were staked in the field by NTI. The borings terminated at nominal depths 11.0 feet below the existing pavement surface. .

Elevations were not provided to NTI, therefore, NTI has assumed a ground surface elevation of 100.0 feet for each of the boring locations. Please refer to the Boring Location Diagram, the Boring Logs in Appendix C, and the Pavement Core Photographs in Appendix D.

Sunwood Drive - (Borings S-1 through S-11)

Bituminous pavement thickness in this project area ranged from approximately 4.3 to 8.3 inches at the boring locations. Apparent aggregate base was not observed at the boring locations. Previously placed fill soils, generally consisting of poorly graded sand with silt (SP-SM), were encountered extending to depths ranging from approximately 2.0 to 7.0 feet below the top of pavement.

Native alluvial soils consisting of poorly graded sand (SP), silty sand (SM), and poorly graded sand with silt (SP-SM) were generally observed extending to the boring termination depths. Varying amounts of gravel were encountered throughout the boring locations.

Groundwater was observed in the boreholes at depths ranging from approximately 7.0 to 9.5 feet below the top of pavement at the time of drilling. Table 1 summarizes the encountered subsurface conditions for these project areas.

Table 1: Pavement and Subgrade Summary[1]
Sunwood Drive

Boring No.	Bituminous Pavement Thickness[2] (inches)	Apparent Aggregate Base Thickness[3] (inches)	Fill Subgrade Material[4]	Native Subgrade Material
S-1	8.3	None	SP-SM	SP-SM
S-2	4.5	None	SP-SM	SP, SP-SM
S-3	4.5	None	SP-SM	SM, SP, SP-SM
S-4	4.5	None	SP-SM	SP-SM
S-5	4.8	None	SP-SM	SP-SM
S-6	4.8	None	SP-SM	SP-SM
S-7	4.3	None	SP-SM	SP, SP-SM
S-8	5.8	None	SP-SM	SP-SM
S-9	4.5	None	SP-SM	SP, SP-SM
S-10	5.0	None	SP-SM	SP, SP-SM
S-11	4.8	None	SP-SM	SP, SP-SM

1. Table summary is a generalization of subsurface conditions at the individual soil boring locations only. They may not reflect variations in subsurface strata occurring on site between boring locations. The general geologic origin of retained soil samples is listed on the boring logs.
2. Measured thickness of the pavement core.
3. Apparent aggregate base thickness, at time of our fieldwork, by visual inspection only and is not mean to confer conformance with DOT specifications.
4. Undocumented fill soils.

GROUNDWATER AND GROUNDWATER CONTROL

Groundwater was observed in the boreholes at depths ranging from approximately 7.0 to 9.5 feet below the top of pavement at the time of drilling.

Depending upon elevations of underground utilities, groundwater may be an issue during construction. It should be noted that if excavations are proposed below the groundwater level, the granular nature of the majority of the on-site soils will likely result in significant volumes of water entering the excavations unless proper dewatering measures are implemented. Well points embedded into the underlying sands will likely be the most suitable method for controlling excess water in deeper excavations. If dewatering is needed during construction, we recommend that the groundwater be maintained a minimum of 2 feet below the bottom of the excavation.

LABORATORY TEST PROGRAM

Our analysis and recommendations of this report are based upon our interpretation of the standard penetration test resistance determined while sampling soils, laboratory test results and experience with similar soils from other sites near the project. The results of such tests are summarized on the boring logs or attached laboratory test reports.

UTILITY LINE CONSTRUCTION

The native sand soils observed in soil borings were generally suitable for utility support and utility backfill. Due to the encountered groundwater levels and depending on the installation depth of the utilities, temporary dewatering may be required during the utility trench excavations. Stabilization of the trench subgrade may be required in order to provide a stable platform for construction. Stabilization could consist of a one half to one foot layer of crushed rock or sand with a maximum 5 percent material passing the No. 200 sieve and 50 percent passing the No. 40 sieve.

The Geotechnical Engineer of Record or their designated representative should observe the project excavations to determine that unsuitable materials have been properly removed and adequate bearing support is provided by the exposed soils. The exposed soil at the base should be compacted to no less than 95 percent standard Proctor maximum dry density (ASTM D698). Such observations and testing should be performed prior to backfilling.

The on-site non-organic soils are anticipated to be suitable for reuse if properly moisture conditioned and compacted. Replacement backfill required in utility trenches should consist of non-organic material similar to the surrounding soil. All import fill should be approved by NTI or the City's representative.

It is especially important that trench backfill for utility construction within paved areas be thoroughly compacted to minimize future pavement damage. We recommend that such soils be compacted in accordance with the recommendations noted in the "Placement and Compaction of Engineered Fill" section in Appendix B of this report.

The stability of embankments along utility excavations is dependent on soil strength, site geometry, moisture content, and any surcharge load for excavated soils and equipment. We present cautionary remarks concerning stability of excavation sideslopes in the "Excavation Stability" section of this report.

The Contractor is solely responsible for assessing the stability of and executing underground utility and project excavations using safe methods. The contractor is also responsible for naming the "competent individual" as per Subpart P of 29 CFR 1926.6 (Federal Register - OSHA).

The Geotechnical Engineer of Record or their designated representative should observe the project excavations to determine that conditions are similar to those encountered in the borings, and that adequate bearing support is provided by the exposed soils.

Excavation Stability

Excavation depth and sidewall inclination should not exceed those specified in local, state or federal regulations. Excavations may need to be widened and sloped, or temporarily braced, to maintain or develop a safe work environment. Contractors must comply with local, state, and federal safety regulations including current OSHA excavation and trench safety standards. Temporary shoring must be designed in accordance with applicable regulatory requirements.

Excavations that penetrate the groundwater surface will require dewatering with sand points or wells. We recommend that the groundwater surface be maintained a minimum of 2 feet below the bottom of the exposed excavation.

Engineered Fill and Winter Construction

The silty sand soils on this site will be susceptible to frost action if not provided adequate drainage, insulation or coverage. Frozen soil should not be used as backfill. When the ambient air temperature falls below freezing for an extended period of time, frost forms, and soil near the surface grade expands. Settlement of the fill may occur as the frozen soils thaw.

If frost penetrates the soil prior to paving, soils must be thawed, scarified, and re-compacted as recommended in this report. Subgrade soils should be inspected prior to paving to verify frozen conditions are not present.

PAVEMENT RECOMMENDATIONS

Mill and Overlay Recommendations

Consideration could be made to milling and overlaying the existing pavement. The roadway sections appear to have a sufficiently thick in place pavement section, over a majority of the project alignment, which would lend itself to rehabilitation via mill and overlay techniques.

In general, pavement sections consisting of 3 inches or less of bituminous asphalt can be difficult to effectively mill and overlay as often times the entire pavement section is reclaimed during the attempted partial section milling process. Additionally, in locations where the existing pavement thickness is less than the recommended thickness, a mill and overlay would not be recommended unless a structural overlay were applied to increase the overall thickness.

Pavement Reconstruction

If the pavement section is to be removed and replaced in its entirety, the most conservative method of subgrade preparation would be remove the undocumented fill soils and replace them in their entirety with properly compacted engineered fill. This method of subgrade preparation would provide the most uniform subgrade but would also be the most costly method of construction and would be relatively a-typical method of subgrade preparation for improvements to existing municipal roadways.

If the City is willing to accept some risk in potential long term detrimental performance for the significant upfront savings, the roadway can be reconstructed over the existing fill. NTI recommends that prior to installing the aggregate base, the existing subgrade should be scarified and re-compacted to a depth of at least 12 inches. A proof roll test should then be performed to determine soft or unstable subgrade areas. The proof roll should be performed with a tandem axle dump truck loaded to gross capacity (at least 20 tons). Acceptance criteria of the proof roll shall be limited to rut formation no more than one inch depth (front or rear axles) and no pumping (rolling) observed during the visual inspection. Proof roll tests should be observed by an experienced technician or geotechnical engineer prior to placement of the aggregate base course to verify the subgrade will provide adequate pavement support.

If rutting or localized unstable subgrade areas are observed, those areas should be subcut, moisture-conditioned, and re-compacted or removed to a stable depth.

If imported fill is required in paved areas it should consist of debris free, non-organic, mineral soil similar in composition to the subgrade soils encountered in the surrounding areas. If sand is imported into areas that are underlain by relatively impervious fine grained soils the sand layer must be drained with drain tile in order to prevent frost heave from water trapped within the imported sand layer during freezing temperatures. Individual lifts of engineered fill should be tempered for moisture content, placed and compacted as noted in the "Placement and Compaction of Engineered Fill" section in Appendix B of this report.

The performance of stabilometer or similar tests, were beyond the scope of this report; however, they may be performed, upon request, for an additional fee. Based on the encountered soil conditions, we estimate that a properly prepared poorly graded sand with silt (SP-SM) soils will have an average stabilometer R-Value of 40.

For a 20-year design pavement life, Table 3 presents our thickness recommendations for flexible (bituminous) pavement. These recommendations were based upon the encountered subgrade conditions, estimated R-value for the existing subgrade soils, the assumed AADT volumes, and the City of Ramsey's typical pavement section for the respective project area.

Table 3: Flexible Pavement Thickness Design[1]
Sunwood Drive

Pavement Section	Calculated Required Pavement Section	City's Typical Pavement Section[2]
Bituminous Wear Course (inches)	1.5	1.5
Bituminous Base Course (inches)	2.0	2.0
Class 5 or 7 Aggregate Base (inches)	6.0	4.0

1. Assumed AADT volume of 3500 and an estimated R-value of 40.
2. The calculated required section was greater than the City's typical section for residential streets, thus NTI recommends that the Calculated Required Pavement Section be implemented.

Pavement recommendations assume the subgrade soils and aggregate section below paved surfaces will drain to subsurface piping for eventual discharge into storm sewer, or above grade to ditching, or similar acceptable systems. Lack of surface and subsurface drainage will significantly reduce the capacity and longevity of the pavement systems indicated above.

We recommend pavements receive annual maintenance, as a minimum, to correct damages to the pavement structure, clean and infill cracks which develop, and repair or resurface areas which exhibit reduced subgrade performance. The lack of maintenance can lead to moisture infiltration of the pavement structure and softening of the subgrade soils. This, in turn, can degrade the performance of the pavement system and result in poorly performing pavements with shortened life expectancy.

CLOSURE

As the widely spaced, small diameter borings provide only a limited amount of data regarding the existing fill, the existing fill may contain soft zones, debris or significantly greater amounts of unsuitable materials than could be reasonably inferred from the boring information. Unsuitable materials may not be discovered during construction and may remain buried within the fill below the slabs and pavements, resulting in greater than anticipated settlements of the slabs and pavements. These risks cannot be eliminated without completely removing the fill, but can be reduced by thorough exploration and testing during site preparation and construction.

Our conclusions and recommendations are predicated on observation and testing of the earthwork directed by Geotechnical Engineer of Record. Our opinions are based on data assumed representative of the site. However, the area coverage of borings in relation to the entire project is very small. For this and other reasons, we do not warrant conditions below the depth of our borings, or that the strata logged from our borings are necessarily typical of the site. Deviations from our recommendations by plans, written specifications, or field applications shall relieve us of responsibility unless our written concurrence with such deviations has been established.

The scope of services for this project does not include either specifically or by implication any environmental or biological assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of The City of Ramsey and its agents for specific application to the proposed Sunwood Drive – Street Improvements project in the City of Ramsey, Minnesota. Northern Technologies, LLC has endeavored to comply with generally accepted geotechnical engineering practice common to the local area. Northern Technologies, LLC makes no other warranty, express or implied.

Northern Technologies, LLC

Debra A. Schroeder, P.E.
Senior Engineer

Steven D. Gerber, P.E.
Senior Engineer

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.

Debra A. Schroeder
Date: 11/23/2016 Reg. No. 52743

Attachments
Appendix A - General Notes
Appendix B - Groundwater Issues, Compaction and Placement of Fill
Appendix C - Attachments: Boring Location Diagram (1), Soil Boring Logs (11)
Appendix D - Photographs (11 cores)

APPENDIX A

GEOTECHNICAL EVALUATION OF RECOVERED SOIL SAMPLES

FIELD EXPLORATION PROCEDURES

GENERAL NOTES

WATER LEVEL SYMBOL

DESCRIPTIVE TERMINOLOGY

RELATIVE PROPORTIONS

PARTICLE SIZES

CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES

GEOTECHNICAL EVALUATION OF RECOVERED SOIL SAMPLES

We visually examined recovered soil samples to estimate distribution of grain sizes, plasticity, consistency, moisture condition, color, presence of lenses and seams, and apparent geologic origin. We then classified the soils according using the Unified Soil Classification System (ASTM D2488). A chart describing this classification system and general notes explaining soil sampling procedures are presented within appendices attachments.

The stratification depth lines between soil types on the logs are estimated based on the available data. In-situ, the transition between type(s) may be distinct or gradual in either the horizontal or vertical directions. The soil conditions have been established at our specific boring locations only. Variations in the soil stratigraphy may occur between and around the borings, with the nature and extent of such change not readily evident until exposed by excavation. These variations must be properly assessed when utilizing information presented on the boring logs.

We request that you, your design team or contractors contact NTI immediately if local conditions differ from those assumed by this report, as we would need to review how such changes impact our recommendations. Such contact would also allow us to revise our recommendations as necessary to account for the changed site conditions.

FIELD EXPLORATION PROCEDURES

Soil Sampling – Standard Penetration Boring:

Soil sampling was performed according to the procedures described by ASTM D-1586. Using this procedure, a 2 inch O.D. split barrel sampler is driven into the soil by a 140 pound weight falling 30 inches. After an initial set of six inches, the number of blows required to drive the sampler an additional 12 inches is recorded (known as the penetration resistance (i.e. “N-value”) of the soil at the point of sampling. The N-value is an index of the relative density of cohesionless soils and an approximation of the consistency of cohesive soils.

Soil Sampling – Power Auger Boring:

The boring(s) was/were advanced with a 6 inch nominal diameter continuous flight auger. As a result, samples recovered from the boring are disturbed, and our determination of the depth, extend of various stratum and layers, and relative density or consistency of the soils is approximate.

Soil Classification:

Soil samples were visually and manually classified in general conformance with ASTM D-2488 as they were removed from the sampler(s). Representative fractions of soil samples were then sealed within respective containers and returned to the laboratory for further examination and verification of the field classification. In addition, select samples were submitted for laboratory tests. Individual sample information, identification of sampling methods, method of advancement of the samples and other pertinent information concerning the soil samples are presented on boring logs and related report attachments.

GENERAL NOTES

DRILLING and SAMPLING SYMBOLS		*LABORATORY TEST SYMBOLS*	
SYMBOL	**DEFINITION**	**SYMBOL**	**DEFINITION**
C.S.	Continuous Sampling	W	Moisture content-percent of dry weight
P.D.	2-3/8" Pipe Drill	D	Dry Density-pounds per cubic foot
C.O.	Cleanout Tube	LL, PL	Liquid and plastic limits determined in accordance with ASTM D 423 and D 424
3 HSA	3 ¼" I.D. Hollow Stem Auger	Q_U	Unconfined compressive strength-pounds per square foot in accordance with ASTM D 2166-66
4 FA	4" Diameter Flight Auger		
6 FA	6" Diameter Flight Auger		
2 ½ C	2 ½" Casing		
4 C	4" Casing		
D.M.	Drilling Mud	Pq	Penetrometer reading-tons/square foot
J.W.	Jet Water	S	Torvane reading-tons/square foot
H.A.	Hand Auger	G	Specific Gravity – ASTM D 854-58
NXC	Size NX Casing	SL	Shrinkage limit – ASTM 427-61
BXC	Size BX Casing	Ph	Hydrogen ion content-meter method
AXC	Size AX casing	O	Organic content-combustion method
SS	2" O.D. Split Spoon Sample	M.A.	Grain size analysis
2T	2" Thin Wall Tube Sample	C*	One dimensional consolidation
3T	3" Thin Wall Tube Sample	Q_C	Triaxial Compression
		* See attached data Sheet and/or graph	

WATER LEVEL SYMBOL

Water levels shown on the boring logs were determined at the time and under the conditions indicated. In sand, the indicated levels can be considered relatively reliable for most site conditions. In clay soils, it is not possible to determine the ground water level within the normal scope of a test boring investigation, except where lenses or layers of more pervious water bearing soil are present; and then a long period of time may be necessary to reach equilibrium. Therefore, the position of the water level symbol for cohesive or mixed soils may not indicate the true level of the ground water table. The available water level information is given at the bottom of the log sheet.

DESCRIPTIVE TERMINOLOGY

RELATIVE DENSITY		*CONSISTENCY*	
TERM	**N_{60} Value** (corrected)	**TERM**	**N_{60} Value** (corrected)
Very Loose	0 – 4	Soft	0 – 4
Loose	5 – 8	Medium	5 – 8
Medium Dense	9 – 16	Rather Stiff	9 – 15
Dense	16 – 30	Stiff	16 – 30
Very Dense	Over 30	Very Stiff	Over 30

RELATIVE PROPORTIONS

TERMS	**RANGE**
Trace	0 – 5%
A little	5 – 15%
Some	15 – 30%

PARTICLE SIZES

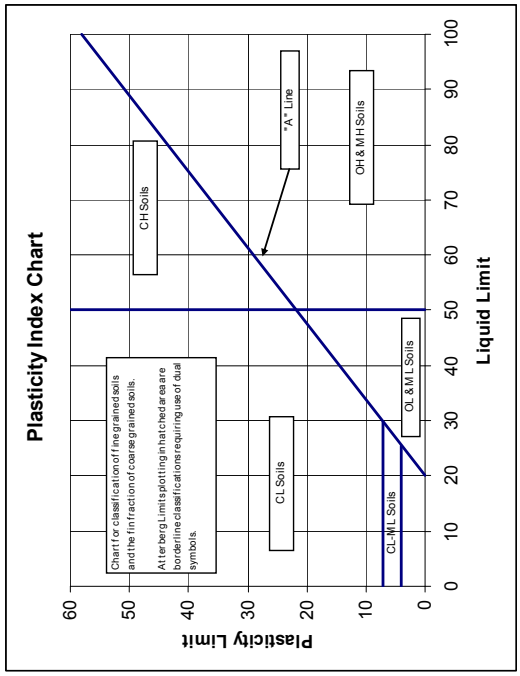
MATERIAL	**DESCRIPTION**	**U.S. SIEVE SIZE**
Boulders		Over 3"
Gravel	Coarse	3" to ¾"
	Medium	¾" to #4
Sand	Coarse	#4 to #10
	Medium	#10 to #40
	Fine	#40 to #200
Silt and Clay	Determined by Hydrometer Test	

CLASSIFICATION of SOILS for ENGINEERING PURPOSES

ASTM Designation D-2487 and D2488 (Unified Soil Classification System)

Major Divisions			Group Symbol	Typical Name	Classification Criteria
Course Grained Soils More than 50% retained on No. 200 sieve *	Gravels 50% or more of coarse fraction retained on No. 4 sieve.	Clean Gravels	**GW**	Well –graded gravels and gravel-sand mixtures, little or no fines.	Cu = D60 / D10 greater than 4. Cz = (D30)2 / (D10 x D60) between 1 & 3.
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines.	Not meeting both criteria for GW materials.
		Gravels with Fines	**GM**	Silty gravels, gravel-sand-silt mixtures.	Atterberg limits below "A" line, or P.I. less than 4. / Atterberg limits above "A" line with P.I. greater than 7. — Atterberg limits plotting in hatched area are borderline classifications requiring use of dual symbols.
			GC	Clayey gravels, gravel-sand-clay mixtures.	
	Sands More than 50% of coarse fraction passes No 4 sieve.	Clean Sands	**SW**	Well-graded sands and gravelly sands, little or no fines.	Cu = D60 / D10 greater than 6. Cz = (D30)2 / (D10 x D60) between 1 & 3.
			SP	Poorly-graded sands and gravelly sands, little or no fines.	Not meeting both criteria for SW materials.
		Sands with Fines	**SM**	Silty sands, sand-silt mixtures.	Atterberg limits below "A" line, or P.I. less than 4. / Atterberg limits above "A" line with P.I. > 7. — Atterberg limits plotting in hatched area are borderline classifications requiring use of dual symbols.
			SC	Clayey sands, sand-clay mixtures.	
Fine Grained Soils More than 50% passes No. 200 sieve *	Silts and Clays Liquid Limit of 50% or less		**ML**	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands.	
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.	
			OL	Organic silts and organic silty clays of low plasticity.	
	Silts and Clays Liquid Limit greater than 50%.		**MH**	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts.	
			CH	Inorganic clays of high plasticity, fat clays.	
			OH	Organic clays of medium to high plasticity.	
	Highly Organic Soils		**Pt**	Peat, muck and other highly organic soils.	

Classification on basis of percentage of fines.
Less than 5% passing No. 200 Sieve: GW, GP, SW, SP
More than 12% passing No. 200 Sieve: GM, GC, SM, SC
From 5% to 12% passing No. 200 Sieve: Borderline Classification requiring use of duel symbols.



APPENDIX B

GROUNDWATER ISSUES

PLACEMENT and COMPACTION OF ENGINEERED FILL

GROUNDWATER ISSUES

The following presents additional comment and soil specific issues related to measurement of groundwater conditions at your project site.

Note that our groundwater measurements, or lack thereof, will vary depending on the time allowed for equilibrium to occur in the borings. Extended observation time was not available during the scope of the field exploration program and, therefore, groundwater measurements as noted on the borings logs may or may not accurately reflect actual conditions at your site.

Seasonal and yearly fluctuations of the ground water level, if any, occur. Perched groundwater may be present within sand and silt lenses bedded within cohesive soil formations. Groundwater typically exists at depth within cohesive and cohesionless soils.

We anticipate that a system of sump pits and pumps located outside of the excavation areas would be suitable for control if groundwater were to be encountered. However, a well point system would be more suitable for control of groundwater if excavations were to be advanced into the ground water table at depth in free draining granular soils. Additionally, we caution such seepage from such formations and any water entry from excavations below the groundwater table may be heavy and will vary based on seasonal and annual precipitation, and ground related impacts in the vicinity of the project. The groundwater surface should be maintained a minimum of 2 feet below the bottom of the excavation at all times.

PLACEMENT and COMPACTION OF ENGINEERED FILL

Unless otherwise superseded within the body of the Geotechnical Exploration Report, the following criteria shall be utilized for placement of engineered fill on project. This includes, but is not limited to earthen fill placement to improve site grades, fill placed below structural footings, fill placed interior of structure, and fill placed as backfill of foundations.

Engineered fill placed for construction, if necessary should consist of natural, non-organic, competent soils native to the project area. Such soils may include, but are not limited to gravel, sand, or clays with Unified Soil Classification System (ASTM D2488) classifications of GW, SP, or SM. Use of silt or clayey silt as project fill will require additional review and approval of project Geotechnical Engineer of Record. Such soils have USCS classifications of ML, MH, ML-CL, MH-CH. Use of topsoil, marl, peat, other organic soils construction debris and/or other unsuitable materials as fill is not allowed. Such soils have USCS classifications of OL, OH, Pt.

Engineered fill, classified as clay, should be tempered such that the moisture content at the time of placement is equal to and no more than 3 percent above the optimum content for as defined by the appropriate proctor test. Likewise, engineered fill classified as gravel or sand should be tempered such that the moisture content at the time of placement is within 3 percent of the optimum content.

All engineered fill for construction should be placed in individual 8 inch maximum depth lifts. Each lift of fill should be compacted by large vibratory equipment until the in-place soil density is equal to or greater than the criteria established within the following tabulation.

	Compaction Criteria (% respective Proctor)[1]	
Type of Construction	**Clay**	**Sand or Gravel**
General Embankment Fill	Min. 95	Min. 95
Engineered Fill below Foundations	NA	Min. 98
Engineered Fill below Floor Slabs	NA	Min. 98
Engineered Fill placed as Pavement Aggregate Base	NA	Min. 100
Engineered Fill placed to within 3 feet of pavement aggregate base	Min. 95	Min. 95
Engineered Fill placed within 3 feet of pavement aggregate base	Min. 100	Min. 100

1 Unless otherwise required, compaction shall be based on the Standard Proctor Test (ASTM D698).

Density tests should be taken during engineered fill placement to document earthwork has achieved necessary compaction of the material(s). Recommendations for interior fill placement and backfill of foundation walls are presented within other sections of this report.

APPENDIX C

BORING LOCATION DIAGRAM

SOIL BORING LOGS



Boring Location Diagram

Completed Soil Borings:

Alpine and Sunwood Drive – Street Improvements – Sunwood Drive

Ramsey, Minnesota

NTI Project #: 16.61770.100

N

NOTE: Boring locations are approximate.

NTI NORTHERN TECHNOLOGIES, LLC

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BORING NUMBER S-1

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 9.50 ft / Elev 90.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) --- **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.7 BITUMINOUS PAVEMENT (8.3 Inches) 99.3	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel (Fill) NOTE: Brown to dark brown below 2.0 feet.	SS 2	100	7-8-9 (17)			9				
		4.5 95.5										
5		POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to medium grained, moist to saturated, medium dense to loose, trace gravel (Alluvial)	SS 3	89	6-7-6 (13)							
			SS 4	94	3-2-3 (5)							
10		▽										
		11.0 89.0	SS 5	89	4-6-5 (11)							

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-2

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.00 ft / Elev 93.00 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 4 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.5 Inches) 99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown to dark brown, fine to medium grained, moist, trace gravel (Fill)	SS 2	67	3-6-8 (14)							
5			SS 3	83	5-6-5 (11)			6				
		7.0 ▽ 93.0 POORLY GRADED SAND, (SP) light brown, fine to medium grained, saturated, loose, trace gravel (Alluvial)	SS 4	100	3-4-3 (7)							
10		9.5 90.5 POORLY GRADED SAND WITH SILT, (SP-SM) brown to dark brown, fine to medium grained, saturated, loose, trace gravel (Alluvial)	SS 5	78	3-3-5 (8)							
		11.0 89.0 Bottom of borehole at 11.0 feet.										

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BORING NUMBER S-3

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.50 ft / Elev 92.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 3.5 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.5 Inches)	99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown to dark brown, fine to medium grained, moist, little gravel (Fill)	98.0	SS 2	94	4-5-4 (9)			9				16
5		4.5 SILTY SAND, (SM) brown, fine to medium grained, moist, medium dense, trace gravel (Alluvial)	95.5	SS 3	94	5-6-7 (13)							
		▽ POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist to saturated, medium dense to loose, trace gravel (Alluvial)		SS 4	89	3-4-3 (7)							
10		9.5	90.5										
		11.0 POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, saturated, loose, trace gravel (Alluvial)	89.0	SS 5	83	3-3-4 (7)							

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-4

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.00 ft / Elev 93.00 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) --- **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.5 Inches) 99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) dark brown, fine to medium grained, moist, trace gravel (Fill)										
		2.0 98.0	SS 2	94	5-6-7 (13)			8				9
		POORLY GRADED SAND WITH SILT, (SP-SM) dark brown, fine to medium grained, moist, trace gravel (Fill)										
5		4.5 95.5	SS 3	89	5-6-6 (12)							
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist to saturated, medium dense to loose, trace gravel (Alluvial) ▽	SS 4	83	3-4-3 (7)							
10		11.0 89.0	SS 5	89	3-3-4 (7)							

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-5

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.50 ft / Elev 92.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 4 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.8 Inches) 99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown to dark brown, fine to medium grained, moist, trace gravel (Fill) NOT: Brown to dark brown below 2.0 feet.	SS 2	78	6-6-8 (14)			5				
5		4.5 POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist to saturated, medium dense to loose, trace gravel (Alluvial) 95.5	SS 3	83	5-5-6 (11)							
		▽	SS 4	72	3-4-3 (7)							
10		11.0 89.0	SS 5	89	3-4-5 (9)							

Bottom of borehole at 11.0 feet.

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BORING NUMBER S-6

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.00 ft / Elev 93.00 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 3.5 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.8 Inches) 99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, little gravel (Fill)	SS 2	67	4-6-7 (13)							
		4.5 95.5										
5		POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to medium grained, moist to saturated, medium dense to loose, trace gravel (Alluvial) ▽	SS 3	89	5-6-6 (12)			12				
			SS 4	94	3-4-3 (7)							
10		11.0 89.0	SS 5	50	3-4-4 (8)							

Bottom of borehole at 11.0 feet.

NTI GEOTECH COLUMNS W/NOTES - NTI 2016-08-10.GDT - 11/21/16 17:16 - \\NTIDATA\RAMSEY\1-PROJECTS\2016 PROJECTS\ALPINE AND SUNWOOD DRIVE STREET IMPROVEMENTS - GEO - (16.61770.100)\ENGINEERING\ENGINEERING REPORTS\GINT\RAMSEY LOGS.GPJ

Inver Grove Heights
6160 Carmen Avenue East
Inver Grove Heights, MN 55076
P: 651-389-4191
www.NTIgeo.com

BORING NUMBER S-7

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.00 ft / Elev 93.00 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 3.5 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.3 Inches) 99.7	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel, occasional bituminous debris (Fill)	SS 2	89	4-5-5 (10)			4				
5		4.5 95.5 POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist, loose, trace gravel (Alluvial)	SS 3	83	4-4-4 (8)							
		7.0 ▽ 93.0 POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to medium grained, saturated, medium dense, trace gravel (Alluvial)	SS 4	89	3-4-5 (9)							
10		11.0 89.0	SS 5	100	3-5-6 (11)							

Bottom of borehole at 11.0 feet.

NTI GEOTECH COLUMNS W/NOTES - NTI 2016-08-10.GDT - 11/21/16 17:16 - \\NTIDATA\RAMSEY\1-PROJECTS\2016 PROJECTS\ALPINE AND SUNWOOD DRIVE STREET IMPROVEMENTS - GEO - (16.61770.100)\ENGINEERING\ENGINEERING REPORTS\GINT\RAMSEY LOGS.GPJ

Inver Grove Heights
6160 Carmen Avenue East
Inver Grove Heights, MN 55076
P: 651-389-4191
www.NTIgeo.com

BORING NUMBER S-8

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.00 ft / Elev 93.00 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 4 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.5 BITUMINOUS PAVEMENT (5.8 Inches) 99.5	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel (Fill) NOTE: Brown to dark brown with occasional bituminous debris below 2.0 feet.	SS 2	78	7-8-7 (15)			5				
		4.5		95.5								
5		POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to medium grained, moist to saturated, loose, trace gravel ▽ (Alluvial)	SS 3	83	3-4-4 (8)							
			SS 4	94	4-3-4 (7)							
10			SS 5	89	3-4-3 (7)							
		11.0		89.0								

Bottom of borehole at 11.0 feet.

NTI GEOTECH COLUMNS W/NOTES - NTI 2016-08-10.GDT - 11/21/16 17:16 - \\NTIDATA\RAMSEY\1-PROJECTS\2016 PROJECTS\ALPINE AND SUNWOOD DRIVE STREET IMPROVEMENTS - GEO - (16.61770.100)\ENGINEERING\ENGINEERING REPORTS\GINT\RAMSEY LOGS.GPJ

Inver Grove Heights
6160 Carmen Avenue East
Inver Grove Heights, MN 55076
P: 651-389-4191
www.NTIgeo.com

BORING NUMBER S-9

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.50 ft / Elev 92.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 4 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.5 Inches)	99.6	AU 1					6				8
		2.0 POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel (Fill)	98.0	SS 2	89	6-10-8 (18)							
5		4.5 POORLY GRADED SAND WITH SILT, (SP-SM) orange brown, fine to medium grained, moist, trace gravel (Fill)	95.5	SS 3	100	5-6-5 (11)							
		7.0 POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist, medium dense, trace gravel (Alluvial)	93.0	SS 4	89	3-4-4 (8)							
10		▽ POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist to saturated, loose to medium dense, trace gravel (Alluvial)		SS 5	89	3-4-5 (9)							
		11.0	89.0										

Bottom of borehole at 11.0 feet.

NTI GEOTECH COLUMNS W/NOTES - NTI 2016-08-10.GDT - 11/21/16 17:16 - \\NTIDATA\RAMSEY\1-PROJECTS\2016 PROJECTS\ALPINE AND SUNWOOD DRIVE STREET IMPROVEMENTS - GEO - (16.61770.100)\ENGINEERING\ENGINEERING REPORTS\GINT\RAMSEY LOGS.GPJ

Inver Grove Heights
6160 Carmen Avenue East
Inver Grove Heights, MN 55076
P: 651-389-4191
www.NTIgeo.com

BORING NUMBER S-10

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 7.50 ft / Elev 92.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 5 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (5.0 Inches) 99.6	AU 1									
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel, occasional bituminous debris (Fill)	SS 2	100	16-7-8 (15)			4				
5		4.5 95.5 POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist, loose, trace gravel (Alluvial)	SS 3	100	3-4-4 (8)							
		7.0 93.0 ▽ POORLY GRADED SAND WITH SILT, (SP-SM) gray, fine to medium grained, moist to saturated, loose, trace gravel (Alluvial)	SS 4	100	2-2-3 (5)							
10			SS 5	89	5-4-4 (8)							
		11.0 89.0										

Bottom of borehole at 11.0 feet.

NTI GEOTECH COLUMNS W/NOTES - NTI 2016-08-10.GDT - 11/21/16 17:16 - \\NTIDATA\RAMSEY\1-PROJECTS\2016 PROJECTS\ALPINE AND SUNWOOD DRIVE STREET IMPROVEMENTS - GEO - (16.61770.100)\ENGINEERING\ENGINEERING REPORTS\GINT\RAMSEY LOGS.GPJ

Inver Grove Heights
6160 Carmen Avenue East
Inver Grove Heights, MN 55076
P: 651-389-4191
www.NTIgeo.com

BORING NUMBER S-11

CLIENT City of Ramsey
PROJECT NAME Alpine and Sunwood Drive - Street Improvements
PROJECT NUMBER 16.61770.100
PROJECT LOCATION Ramsey, MN
DATE STARTED 11/8/16 **COMPLETED** 11/8/16
GROUND ELEVATION 100 ft **HOLE SIZE** 6 1/2 in.
DRILLING CONTRACTOR NTI
GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A
▽ **AT TIME OF DRILLING** 9.50 ft / Elev 90.50 ft
LOGGED BY Robert Hawkins **CHECKED BY** DAS
AT END OF DRILLING ---
CAVE IN (ft) 4 **FROST DEPTH (ft)** ---
AFTER DRILLING ---
NOTES Elevation assumed 100.0 Feet.

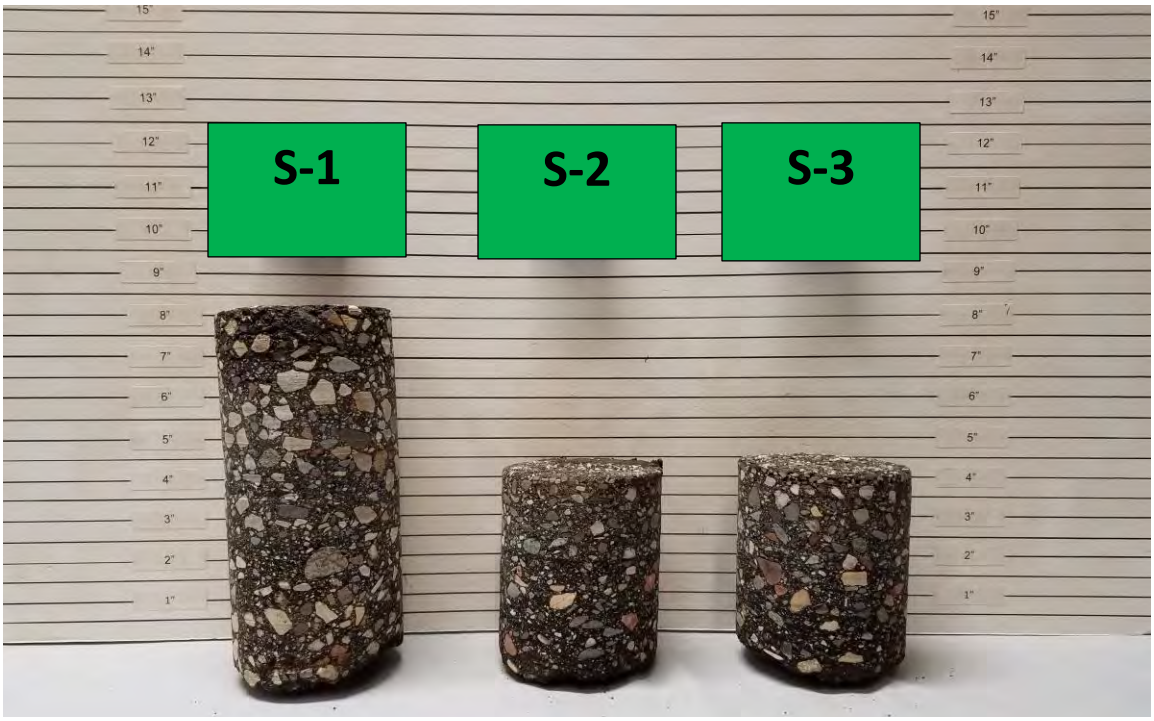
DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTIC LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	FINES
0		0.4 BITUMINOUS PAVEMENT (4.8 Inches)	99.6	AU 1									
		2.0 POORLY GRADED SAND WITH SILT, (SP-SM) brown to dark brown, fine to medium grained, moist, trace gravel (Fill)	98.0	SS 2	89	3-4-5 (9)							
5		POORLY GRADED SAND, (SP) light brown, fine to medium grained, moist, medium dense to very loose, trace gravel (Alluvial)		SS 3	94	3-3-3 (6)			5				4
				SS 4	83	2-2-2 (4)							
10		9.5 ▽	90.5										
		11.0 POORLY GRADED SAND WITH SILT, (SP-SM) brown to light brown, fine to medium grained, saturated, loose, trace gravel (Alluvial)	89.0	SS 5	78	3-3-4 (7)							
		Bottom of borehole at 11.0 feet.											

NTI GEOTECH COLUMNS W/NOTES - NTI 2016-08-10.GDT - 11/21/16 17:16 - \\NTIDATA\RAMSEY\1-PROJECTS\2016 PROJECTS\ALPINE AND SUNWOOD DRIVE STREET IMPROVEMENTS - GEO - (16.61770.100)\ENGINEERING\ENGINEERING REPORTS\GINT\RAMSEY LOGS.GPJ

APPENDIX D

PAVEMENT CORE PHOTOGRAPHS

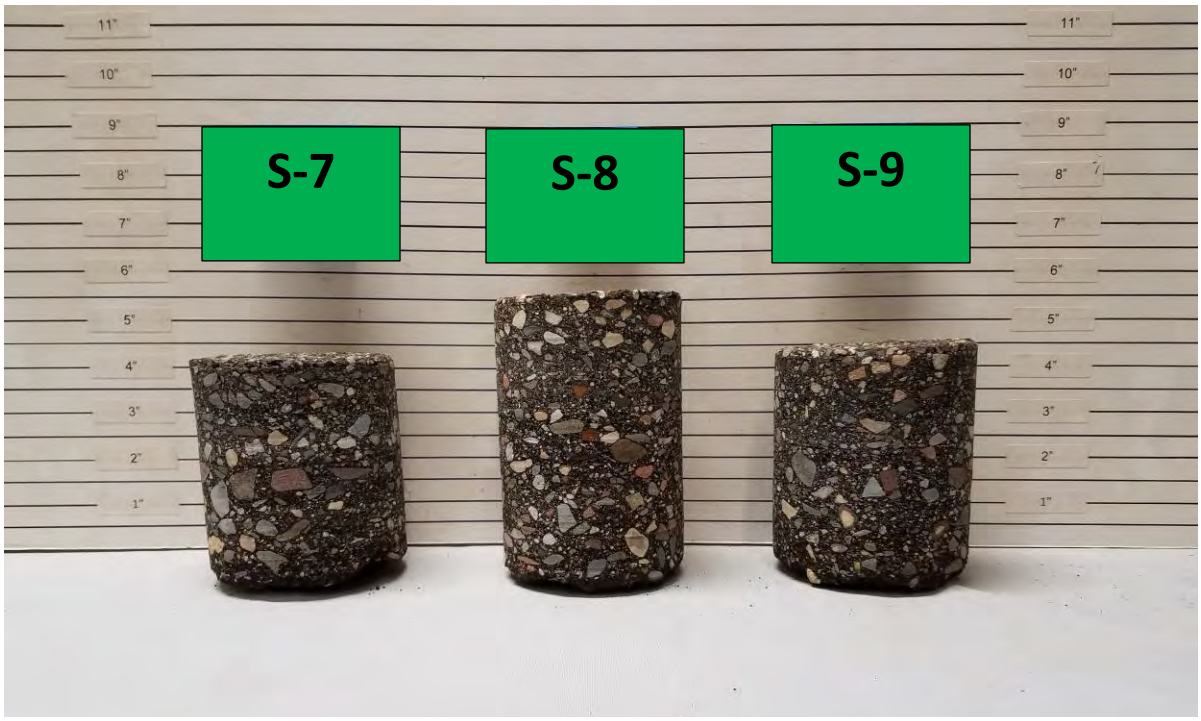
Bituminous Pavement Cores, S-1: 8 ¼ Inches, S-2: 4 ½ Inches, S-3: 4 ½ Inches.



Bituminous Pavement Cores, S-4: 4 ½ Inches, S-5: 4 ¾ Inches, S-6: 4 ¾ Inches.



Bituminous Pavement Cores, S-7: 4 ¼ Inches, S-8: 5 ¾ Inches, S-9: 4 ½ Inches.



Bituminous Pavement Cores, S-10: 5 Inches, S-11: 4 ¾ Inches.



701 Xenia Avenue South | Suite 300 | Minneapolis, MN 55416 | (763) 541-4800

December 27, 2016

Mr. Bruce Westby P.E.
City Engineer
7550 Sunwood Drive NW.
Ramsey, MN 55303

Re: Pavement Evaluations and Recommendations for City of Ramsey Improvement Project #17-00
2017 Sunwood Drive Reconstruction

Observation: On December 20, 2016 WSB & Associates cored Sunwood Drive from Ramsey Blvd. to Bunker Lake Blvd in Ramsey, MN, to verify the thickness of the Hot Mix Asphalt (HMA) and to determine what type of granular base was under the HMA. The pavement is in a light industrial park area and was constructed in 1980s. The main observed distress was cracking caused by aging of the HMA. Some fatigue cracks were observed in the wheel paths which are to be expected as a pavement meets its design life. One other observation was that the some of the warehouses were expanding their building which leads me to believe the truck traffic will only increase over the next 20 years. The cores measured 4 inches thick with a granular base material that appears to be Class 5.

Recommendations: Based on the information above our first recommendation would be to mill off 3 inches of the HMA and then do a 6 inch Stabilized Full Depth Reclamation (SFDR) using asphalt emulsion. The concept of doing SFDR over removing and repaving is that we can increase the structural capacity of the pavement by building down deeper into the pavement structure. This option would completely break up the existing crack pattern. Properly designed and constructed SFDR should yield gravel equivalencies of 1.5 to 2.0 with 1.8 being a good design value to use. Then repave the last 3 inches using SPWEB440C Super Pave. MnDOT gives this option the same value as a complete reconstruction at approximately 40 to 60 percent of the cost.

Option 2 would be to remove all the HMA and re-compact the base and repave. This option should be less expensive than Option 1. The one issue that we have with this option is the belief that truck traffic on Sunwood is only going to increase and that this option may fail prematurely compared to the existing pavement. If this option is chosen we would recommend using 4 inches of the same HMA as spelled out above.

Please let me know if you have any other questions of comments regarding this report.

Sincerely,

WSB & Associates, Inc.

Thomas J. Wood
Project Manager

Appendix A

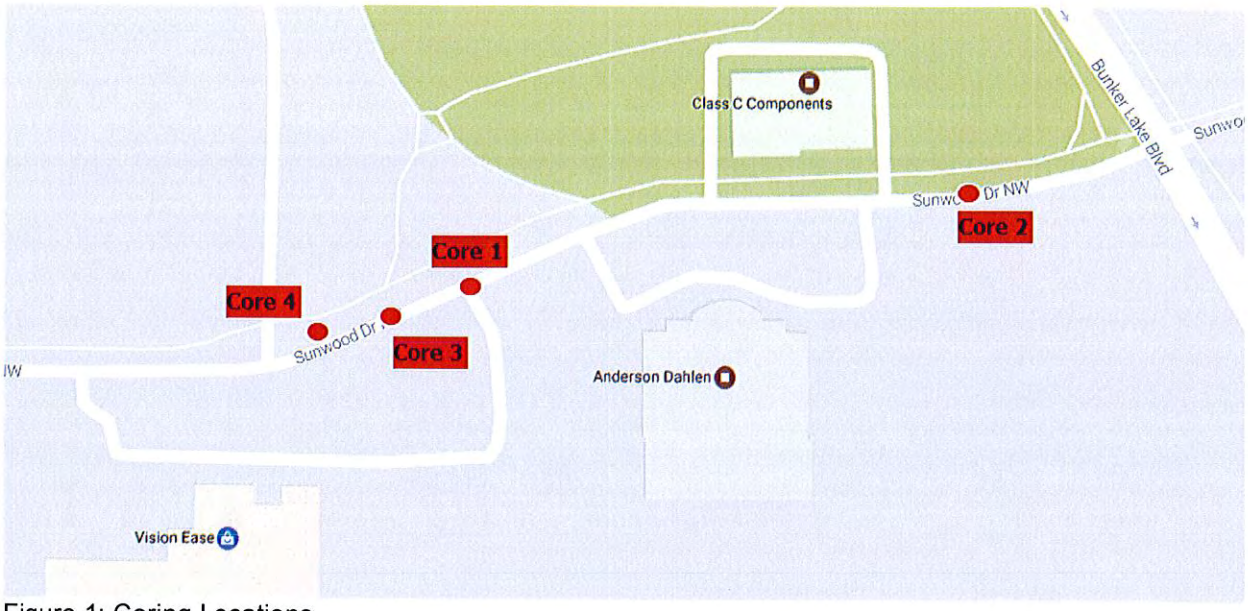


Figure 1: Coring Locations

Appendix B

Core 1







Core 2







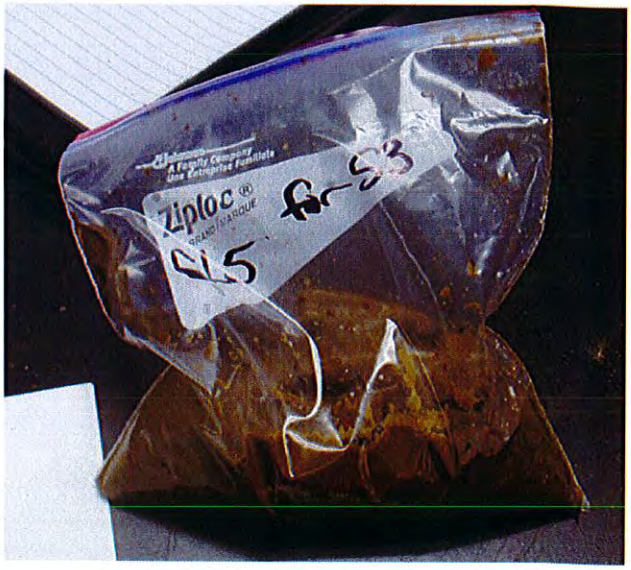


Core 3









Core 4





AFFIDAVIT OF MAILING

STATE OF MINNESOTA)
COUNTY OF ANOKA)
CITY OF RAMSEY)

I, Bruce R. Westby, being first duly sworn, deposes and says:

I am a United States citizen, over 18 years of age, and am City Engineer for the City of Ramsey.

On September 25, 2017, acting on behalf of said City, I deposited in the United States Post Office at Anoka, Minnesota, a copy of the attached Notice of Public Hearing and Assessment for City Improvement Project #17-00, enclosed in sealed envelopes, with postage thereon fully prepaid, addressed to the persons on the attached list with their addresses appearing opposite their respective names.

There is delivery service by United States mail between the place of mailing and the places so addressed.

Bruce R. Westby

Subscribed and sworn to me this 25th day of September, 2017.

Notary Public

KATHLEEN A SCHMITZ
Notary Public
Minnesota
My Commission Expires January 31, 2021

NOTICE OF PUBLIC HEARING AND ASSESSMENT FOR
CITY IMPROVEMENT PROJECT 17-00
SUNWOOD DRIVE RECONSTRUCTION

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ramsey City Council will hold a public hearing at 7:00 p.m. on Tuesday, October 10, 2017 in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive NW, to consider, and possibly adopt, proposed assessments against benefiting properties for Improvement Project #17-00, which consisted of reconstructing Sunwood Drive NW between Ramsey Boulevard NW/CSAH 56 and Bunker Lake Boulevard NW/CSAH 116.

Adoption by the Council of the proposed assessment may occur at the hearing.

The amount to be specially assessed against your particular lot, piece, or parcel of land (the property identification number is listed on your mailing envelope) is **$8,678.30**. The total estimated cost of the above described project is $507,244.26. The total amount of the proposed assessment for this project is estimated to be $118,940.00 which equals 23.4% of the cost of the improvement pursuant to Minnesota Statutes, Sections 429.011 to 429.111, Chapter 8 of the Ramsey City Charter, and the City of Ramsey Special Assessments Policy.

Such assessment is proposed to be payable in equal annual installments extending over a period of 10 years, and will bear interest at the rate of 4.60 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2018. To each subsequent installment when due shall be added interest for 1 year on all unpaid installments.

Prior to certification of the assessment to the county auditor, the owner of any property so assessed may pay the entire assessment on such property, with interest accrued to the date of payment, to the City Finance Office. No interest shall be charged if the entire assessment is paid before November 13, 2017. At any time thereafter, payment may be made to the City Finance Office for the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 13 or interest will be charged through December 31 of the succeeding year. The right to partially prepay the assessment is not available.

The proposed assessment roll is on file for public inspection at the City Clerk's office. Written or oral objections will be considered at the hearing. No appeal to District Court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Assessment deferral for senior citizens and totally disabled persons

Under Minnesota Statute Sections 435.193 to 435.195, and City Code Section 46.4, the Council may, in its discretion, defer the payment of this special assessment for any homestead property owned by persons 65 years of age or older, or by persons retired by virtue of a permanent and total disability. When deferment of the special assessment has been granted and is terminated for any other reason provided in that law and City Code Section 46.4, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirement of this law and City Code Section 46.4, may, within 30 days of the confirmation of the assessment, apply to the City Clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

Right to appeal to District Court

An owner may appeal an assessment to District Court pursuant to Minnesota Statute Section 429.081 by serving notice of the appeal upon the mayor or clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within 10 days after service upon the mayor or clerk.

Dated: September 25, 2017

Bruce Westby, P.E.
City Engineer

SCHEDULE OF PAYMENT

The special assessment of such improvement to your property is $8,678.30. This cost will be assessed over 10 years at 4.60 percent interest per year. Listed below is a breakdown of the yearly and total principal and interest costs. Please note the change in the first year's interest cost. The first year's interest covers a period of 447 days from October 10, 2017 to December 31, 2018.

Year	Principal	4.60% Interest	Payment Amount	Pay-off Balance
				$8,678.30
2018	$867.83	$488.89	$1,356.72	$7,810.47
2019	$867.83	$359.28	$1,227.11	$6,942.64
2020	$867.83	$319.36	$1,187.19	$6,074.81
2021	$867.83	$279.44	$1,147.27	$5,206.98
2022	$867.83	$239.52	$1,107.35	$4,339.15
2023	$867.83	$199.60	$1,067.43	$3,471.32
2024	$867.83	$159.68	$1,027.51	$2,603.49
2025	$867.83	$119.76	$987.59	$1,735.66
2026	$867.83	$79.84	$947.67	$867.83
2027	$867.83	$39.92	$907.75	$0.00
TOTAL	$8,678.30	$2,285.29	$10,963.59	

Please call Bruce Westby, City Engineer, at 763-427-1410 with questions.

REMITTANCE ADVICE

PROJECT # IP 17-00 – Sunwood Drive Reconstruction

AMOUNT DUE $ **8,678.30**

In order to pay the above Special Assessment IN FULL before it is certified to the County and included on your property tax statement for 2018, payment for the full amount must be made to the City of Ramsey between October 11 and November 13, 2017.

For your records:

Check #: _____ Amount $_____ Date: _____

PAYMENT OPTIONS

Credit/Debit Card
Access account balance and make payment using the city's online web store, Rams*E*Pay. Enjoy fast and free 24 hour access and acceptance of VISA, MasterCard, Discover Card, and debit cards. Credit cards are also accepted over the phone by calling (763) 427-1410.

U.S. Mail
Payments sent via the U.S. Postal Service are received at our processing center. Please include the bottom portion of this form with your check payment. Mail to:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Drop Box
A drop box is conveniently located at the Ramsey Municipal Center. The Municipal Center is located at 7550 Sunwood Drive NW and the drop box is located on the south side of the building in the main parking lot. Please include the bottom portion of this form with your check payment.

In-Person
Resident's may bring their payment directly to the Ramsey Municipal Center. The Municipal Center is located at 7550 Sunwood Drive NW. This is the best option if you are paying in cash. A receipt will be given by our cashier.

Please detach and return this portion with your payment.

Payment must be received at the City before November 13, 2017.

City of Ramsey
7550 Sunwood Drive NW
Ramsey MN 55303

Project # IP 17-00 – Sunwood Drive Reconstruction

Amount Enclosed $_____

PIN #: _____
(this # can be found on the front of the envelope just above your name)

Property Address: _____

NOTICE OF PUBLIC HEARING AND ASSESSMENT FOR
CITY IMPROVEMENT PROJECT 17-00
SUNWOOD DRIVE RECONSTRUCTION

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ramsey City Council will hold a public hearing at 7:00 p.m. on Tuesday, October 10, 2017 in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive NW, to consider, and possibly adopt, proposed assessments against benefiting properties for Improvement Project #17-00, which consisted of reconstructing Sunwood Drive NW between Ramsey Boulevard NW/CSAH 56 and Bunker Lake Boulevard NW/CSAH 116.

Adoption by the Council of the proposed assessment may occur at the hearing.

The amount to be specially assessed against your particular lot, piece, or parcel of land (the property identification number is listed on your mailing envelope) is **$13,999.00**. The total estimated cost of the above described project is $507,244.26. The total amount of the proposed assessment for this project is estimated to be $118,940.00 which equals 23.4% of the cost of the improvement pursuant to Minnesota Statutes, Sections 429.011 to 429.111, Chapter 8 of the Ramsey City Charter, and the City of Ramsey Special Assessments Policy.

Such assessment is proposed to be payable in equal annual installments extending over a period of 10 years, and will bear interest at the rate of 4.60 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2018. To each subsequent installment when due shall be added interest for 1 year on all unpaid installments.

Prior to certification of the assessment to the county auditor, the owner of any property so assessed may pay the entire assessment on such property, with interest accrued to the date of payment, to the City Finance Office. No interest shall be charged if the entire assessment is paid before November 13, 2017. At any time thereafter, payment may be made to the City Finance Office for the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 13 or interest will be charged through December 31 of the succeeding year. The right to partially prepay the assessment is not available.

The proposed assessment roll is on file for public inspection at the City Clerk's office. Written or oral objections will be considered at the hearing. No appeal to District Court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Assessment deferral for senior citizens and totally disabled persons

Under Minnesota Statute Sections 435.193 to 435.195, and City Code Section 46.4, the Council may, in its discretion, defer the payment of this special assessment for any homestead property owned by persons 65 years of age or older, or by persons retired by virtue of a permanent and total disability. When deferment of the special assessment has been granted and is terminated for any other reason provided in that law and City Code Section 46.4, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirement of this law and City Code Section 46.4, may, within 30 days of the confirmation of the assessment, apply to the City Clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

Right to appeal to District Court

An owner may appeal an assessment to District Court pursuant to Minnesota Statute Section 429.081 by serving notice of the appeal upon the mayor or clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within 10 days after service upon the mayor or clerk.

Dated: September 25, 2017

Bruce Westby, P.E.
City Engineer

SCHEDULE OF PAYMENT

The special assessment of such improvement to your property is $13,999.00. This cost will be assessed over 10 years at 4.60 percent interest per year. Listed below is a breakdown of the yearly and total principal and interest costs. Please note the change in the first year's interest cost. The first year's interest covers a period of 447 days from October 10, 2017 to December 31, 2018.

Year	Principal	4.60% Interest	Payment Amount	Pay-off Balance
				$13,999.00
2018	$1,399.90	$788.62	$2,188.52	$12,599.10
2019	$1,399.90	$579.56	$1,979.46	$11,199.20
2020	$1,399.90	$515.16	$1,915.06	$9,799.30
2021	$1,399.90	$450.77	$1,850.67	$8,399.40
2022	$1,399.90	$386.37	$1,786.27	$6,999.50
2023	$1,399.90	$321.98	$1,721.88	$5,599.60
2024	$1,399.90	$257.58	$1,657.48	$4,199.70
2025	$1,399.90	$193.19	$1,593.09	$2,799.80
2026	$1,399.90	$128.79	$1,528.69	$1,399.90
2027	$1,399.90	$64.40	$1,464.30	$0.00
TOTAL	$13,999.00	$3,686.42	$17,685.42	

Please call Bruce Westby, City Engineer, at 763-427-1410 with questions.

REMITTANCE ADVICE

PROJECT # IP 17-00 – Sunwood Drive Reconstruction

AMOUNT DUE $ **13,999.00**

In order to pay the above Special Assessment IN FULL before it is certified to the County and included on your property tax statement for 2018, payment for the full amount must be made to the City of Ramsey between October 11 and November 13, 2017.

For your records:

Check #: _____ Amount $_____ Date: _____

PAYMENT OPTIONS

Credit/Debit Card
Access account balance and make payment using the city's online web store, Rams*E*Pay. Enjoy fast and free 24 hour access and acceptance of VISA, MasterCard, Discover Card, and debit cards. Credit cards are also accepted over the phone by calling (763) 427-1410.

U.S. Mail
Payments sent via the U.S. Postal Service are received at our processing center. Please include the bottom portion of this form with your check payment. Mail to:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Drop Box
A drop box is conveniently located at the Ramsey Municipal Center. The Municipal Center is located at 7550 Sunwood Drive NW and the drop box is located on the south side of the building in the main parking lot. Please include the bottom portion of this form with your check payment.

In-Person
Resident's may bring their payment directly to the Ramsey Municipal Center. The Municipal Center is located at 7550 Sunwood Drive NW. This is the best option if you are paying in cash. A receipt will be given by our cashier.

Please detach and return this portion with your payment.

Payment must be received at the City before November 13, 2017.

City of Ramsey
7550 Sunwood Drive NW
Ramsey MN 55303

Project # IP 17-00 – Sunwood Drive Reconstruction

Amount Enclosed $_____

PIN #: _____
(this # can be found on the front of the envelope just above your name)

Property Address: _____

NOTICE OF PUBLIC HEARING AND ASSESSMENT FOR
CITY IMPROVEMENT PROJECT 17-00
SUNWOOD DRIVE RECONSTRUCTION

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ramsey City Council will hold a public hearing at 7:00 p.m. on Tuesday, October 10, 2017 in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive NW, to consider, and possibly adopt, proposed assessments against benefiting properties for Improvement Project #17-00, which consisted of reconstructing Sunwood Drive NW between Ramsey Boulevard NW/CSAH 56 and Bunker Lake Boulevard NW/CSAH 116.

Adoption by the Council of the proposed assessment may occur at the hearing.

The amount to be specially assessed against your particular lot, piece, or parcel of land (the property identification number is listed on your mailing envelope) is **$6,500.00**. The total estimated cost of the above described project is $507,244.26. The total amount of the proposed assessment for this project is estimated to be $118,940.00 which equals 23.4% of the cost of the improvement pursuant to Minnesota Statutes, Sections 429.011 to 429.111, Chapter 8 of the Ramsey City Charter, and the City of Ramsey Special Assessments Policy.

Such assessment is proposed to be payable in equal annual installments extending over a period of 10 years, and will bear interest at the rate of 4.60 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2018. To each subsequent installment when due shall be added interest for 1 year on all unpaid installments.

Prior to certification of the assessment to the county auditor, the owner of any property so assessed may pay the entire assessment on such property, with interest accrued to the date of payment, to the City Finance Office. No interest shall be charged if the entire assessment is paid before November 13, 2017. At any time thereafter, payment may be made to the City Finance Office for the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 13 or interest will be charged through December 31 of the succeeding year. The right to partially prepay the assessment is not available.

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An owner may appeal an assessment to District Court pursuant to Minnesota Statute Section 429.081 by serving notice of the appeal upon the mayor or clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within 10 days after service upon the mayor or clerk.

Dated: September 25, 2017

Bruce Westby, P.E.
City Engineer

SCHEDULE OF PAYMENT

The special assessment of such improvement to your property is $6,500.00. This cost will be assessed over 10 years at 4.60 percent interest per year. Listed below is a breakdown of the yearly and total principal and interest costs. Please note the change in the first year's interest cost. The first year's interest covers a period of 447 days from October 10, 2017 to December 31, 2018.

Year	Principal	4.60% Interest	Payment Amount	Pay-off Balance
				$6,500.00
2018	$650.00	$366.17	$1,016.17	$5,850.00
2019	$650.00	$269.10	$919.10	$5,200.00
2020	$650.00	$239.20	$889.20	$4,550.00
2021	$650.00	$209.30	$859.30	$3,900.00
2022	$650.00	$179.40	$829.40	$3,250.00
2023	$650.00	$149.50	$799.50	$2,600.00
2024	$650.00	$119.60	$769.60	$1,950.00
2025	$650.00	$89.70	$739.70	$1,300.00
2026	$650.00	$59.80	$709.80	$650.00
2027	$650.00	$29.90	$679.90	$0.00
TOTAL	$6,500.00	$1,711.67	$8,211.67	

Please call Bruce Westby, City Engineer, at 763-427-1410 with questions.

REMITTANCE ADVICE

PROJECT # IP 17-00 – Sunwood Drive Reconstruction

AMOUNT DUE $ **6,500.00**

In order to pay the above Special Assessment IN FULL before it is certified to the County and included on your property tax statement for 2018, payment for the full amount must be made to the City of Ramsey between October 11 and November 13, 2017.

For your records:

Check #: _____ Amount $_____ Date: _____

PAYMENT OPTIONS

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U.S. Mail
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Ramsey, MN 55303

Drop Box
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Please detach and return this portion with your payment.

Payment must be received at the City before November 13, 2017.

City of Ramsey
7550 Sunwood Drive NW
Ramsey MN 55303

Project # IP 17-00 – Sunwood Drive Reconstruction

Amount Enclosed $_____

PIN #: _____
(this # can be found on the front of the envelope just above your name)

Property Address: _____

NOTICE OF PUBLIC HEARING AND ASSESSMENT FOR
CITY IMPROVEMENT PROJECT 17-00
SUNWOOD DRIVE RECONSTRUCTION

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ramsey City Council will hold a public hearing at 7:00 p.m. on Tuesday, October 10, 2017 in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive NW, to consider, and possibly adopt, proposed assessments against benefiting properties for Improvement Project #17-00, which consisted of reconstructing Sunwood Drive NW between Ramsey Boulevard NW/CSAH 56 and Bunker Lake Boulevard NW/CSAH 116.

Adoption by the Council of the proposed assessment may occur at the hearing.

The amount to be specially assessed against your particular lot, piece, or parcel of land (the property identification number is listed on your mailing envelope) is **$7,747.60**. The total estimated cost of the above described project is $507,244.26. The total amount of the proposed assessment for this project is estimated to be $118,940.00 which equals 23.4% of the cost of the improvement pursuant to Minnesota Statutes, Sections 429.011 to 429.111, Chapter 8 of the Ramsey City Charter, and the City of Ramsey Special Assessments Policy.

Such assessment is proposed to be payable in equal annual installments extending over a period of 10 years, and will bear interest at the rate of 4.60 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2018. To each subsequent installment when due shall be added interest for 1 year on all unpaid installments.

Prior to certification of the assessment to the county auditor, the owner of any property so assessed may pay the entire assessment on such property, with interest accrued to the date of payment, to the City Finance Office. No interest shall be charged if the entire assessment is paid before November 13, 2017. At any time thereafter, payment may be made to the City Finance Office for the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 13 or interest will be charged through December 31 of the succeeding year. The right to partially prepay the assessment is not available.

The proposed assessment roll is on file for public inspection at the City Clerk's office. Written or oral objections will be considered at the hearing. No appeal to District Court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Assessment deferral for senior citizens and totally disabled persons

Under Minnesota Statute Sections 435.193 to 435.195, and City Code Section 46.4, the Council may, in its discretion, defer the payment of this special assessment for any homestead property owned by persons 65 years of age or older, or by persons retired by virtue of a permanent and total disability. When deferment of the special assessment has been granted and is terminated for any other reason provided in that law and City Code Section 46.4, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirement of this law and City Code Section 46.4, may, within 30 days of the confirmation of the assessment, apply to the City Clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

Right to appeal to District Court

An owner may appeal an assessment to District Court pursuant to Minnesota Statute Section 429.081 by serving notice of the appeal upon the mayor or clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within 10 days after service upon the mayor or clerk.

Dated: September 25, 2017

Bruce Westby, P.E.
City Engineer

SCHEDULE OF PAYMENT

The special assessment of such improvement to your property is $7,747.60. This cost will be assessed over 10 years at 4.60 percent interest per year. Listed below is a breakdown of the yearly and total principal and interest costs. Please note the change in the first year's interest cost. The first year's interest covers a period of 447 days from October 10, 2017 to December 31, 2018.

Year	Principal	4.60% Interest	Payment Amount	Pay-off Balance
				$7,747.60
2018	$774.76	$436.46	$1,211.22	$6,972.84
2019	$774.76	$320.75	$1,095.51	$6,198.08
2020	$774.76	$285.11	$1,059.87	$5,423.32
2021	$774.76	$249.47	$1,024.23	$4,648.56
2022	$774.76	$213.83	$988.59	$3,873.80
2023	$774.76	$178.19	$952.95	$3,099.04
2024	$774.76	$142.56	$917.32	$2,324.28
2025	$774.76	$106.92	$881.68	$1,549.52
2026	$774.76	$71.28	$846.04	$774.76
2027	$774.76	$35.64	$810.40	$0.00
TOTAL	$7,747.60	$2,040.21	$9,787.81	

Please call Bruce Westby, City Engineer, at 763-427-1410 with questions.

REMITTANCE ADVICE

PROJECT # IP 17-00 – Sunwood Drive Reconstruction

AMOUNT DUE $ **7,747.60**

In order to pay the above Special Assessment IN FULL before it is certified to the County and included on your property tax statement for 2018, payment for the full amount must be made to the City of Ramsey between October 11 and November 13, 2017.

For your records:

Check #: _____ Amount $_____ Date: _____

PAYMENT OPTIONS

Credit/Debit Card
Access account balance and make payment using the city's online web store, Rams*E*Pay. Enjoy fast and free 24 hour access and acceptance of VISA, MasterCard, Discover Card, and debit cards. Credit cards are also accepted over the phone by calling (763) 427-1410.

U.S. Mail
Payments sent via the U.S. Postal Service are received at our processing center. Please include the bottom portion of this form with your check payment. Mail to:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Drop Box
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In-Person
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Please detach and return this portion with your payment.

Payment must be received at the City before November 13, 2017.

City of Ramsey
7550 Sunwood Drive NW
Ramsey MN 55303

Project # IP 17-00 – Sunwood Drive Reconstruction

Amount Enclosed $_____

PIN #: _____
(this # can be found on the front of the envelope just above your name)

Property Address: _____

NOTICE OF PUBLIC HEARING AND ASSESSMENT FOR
CITY IMPROVEMENT PROJECT 17-00
SUNWOOD DRIVE RECONSTRUCTION

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ramsey City Council will hold a public hearing at 7:00 p.m. on Tuesday, October 10, 2017 in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive NW, to consider, and possibly adopt, proposed assessments against benefiting properties for Improvement Project #17-00, which consisted of reconstructing Sunwood Drive NW between Ramsey Boulevard NW/CSAH 56 and Bunker Lake Boulevard NW/CSAH 116.

Adoption by the Council of the proposed assessment may occur at the hearing.

The amount to be specially assessed against your particular lot, piece, or parcel of land (the property identification number is listed on your mailing envelope) is **$33,363.90**. The total estimated cost of the above described project is $507,244.26. The total amount of the proposed assessment for this project is estimated to be $118,940.00 which equals 23.4% of the cost of the improvement pursuant to Minnesota Statutes, Sections 429.011 to 429.111, Chapter 8 of the Ramsey City Charter, and the City of Ramsey Special Assessments Policy.

Such assessment is proposed to be payable in equal annual installments extending over a period of 10 years, and will bear interest at the rate of 4.60 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2018. To each subsequent installment when due shall be added interest for 1 year on all unpaid installments.

Prior to certification of the assessment to the county auditor, the owner of any property so assessed may pay the entire assessment on such property, with interest accrued to the date of payment, to the City Finance Office. No interest shall be charged if the entire assessment is paid before November 13, 2017. At any time thereafter, payment may be made to the City Finance Office for the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 13 or interest will be charged through December 31 of the succeeding year. The right to partially prepay the assessment is not available.

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Assessment deferral for senior citizens and totally disabled persons

Under Minnesota Statute Sections 435.193 to 435.195, and City Code Section 46.4, the Council may, in its discretion, defer the payment of this special assessment for any homestead property owned by persons 65 years of age or older, or by persons retired by virtue of a permanent and total disability. When deferment of the special assessment has been granted and is terminated for any other reason provided in that law and City Code Section 46.4, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirement of this law and City Code Section 46.4, may, within 30 days of the confirmation of the assessment, apply to the City Clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

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An owner may appeal an assessment to District Court pursuant to Minnesota Statute Section 429.081 by serving notice of the appeal upon the mayor or clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within 10 days after service upon the mayor or clerk.

Dated: September 25, 2017

Bruce Westby, P.E.
City Engineer

SCHEDULE OF PAYMENT

The special assessment of such improvement to your property is $33,363.90. This cost will be assessed over 10 years at 4.60 percent interest per year. Listed below is a breakdown of the yearly and total principal and interest costs. Please note the change in the first year's interest cost. The first year's interest covers a period of 447 days from October 10, 2017 to December 31, 2018.

Year	Principal	4.60% Interest	Payment Amount	Pay-off Balance
				$33,363.90
2018	$3,336.39	$1,879.53	$5,215.92	$30,027.51
2019	$3,336.39	$1,381.27	$4,717.66	$26,691.12
2020	$3,336.39	$1,227.79	$4,564.18	$23,354.73
2021	$3,336.39	$1,074.32	$4,410.71	$20,018.34
2022	$3,336.39	$920.84	$4,257.23	$16,681.95
2023	$3,336.39	$767.37	$4,103.76	$13,345.56
2024	$3,336.39	$613.90	$3,950.29	$10,009.17
2025	$3,336.39	$460.42	$3,796.81	$6,672.78
2026	$3,336.39	$306.95	$3,643.34	$3,336.39
2027	$3,336.39	$153.47	$3,489.86	$0.00
TOTAL	$33,363.90	$8,785.86	$42,149.76	

Please call Bruce Westby, City Engineer, at 763-427-1410 with questions.

REMITTANCE ADVICE

PROJECT # IP 17-00 – Sunwood Drive Reconstruction

AMOUNT DUE $ **33,363.90**

In order to pay the above Special Assessment IN FULL before it is certified to the County and included on your property tax statement for 2018, payment for the full amount must be made to the City of Ramsey between October 11 and November 13, 2017.

For your records:

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City of Ramsey
7550 Sunwood Drive NW
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Project # IP 17-00 – Sunwood Drive Reconstruction

Amount Enclosed $_____

PIN #: _____
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NOTICE OF PUBLIC HEARING AND ASSESSMENT FOR
CITY IMPROVEMENT PROJECT 17-00
SUNWOOD DRIVE RECONSTRUCTION

CITY OF RAMSEY
ANOKA COUNTY
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Dated: September 25, 2017

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City Engineer

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2019	$650.00	$269.10	$919.10	$5,200.00
2020	$650.00	$239.20	$889.20	$4,550.00
2021	$650.00	$209.30	$859.30	$3,900.00
2022	$650.00	$179.40	$829.40	$3,250.00
2023	$650.00	$149.50	$799.50	$2,600.00
2024	$650.00	$119.60	$769.60	$1,950.00
2025	$650.00	$89.70	$739.70	$1,300.00
2026	$650.00	$59.80	$709.80	$650.00
2027	$650.00	$29.90	$679.90	$0.00
TOTAL	$6,500.00	$1,711.67	$8,211.67	

Please call Bruce Westby, City Engineer, at 763-427-1410 with questions.

REMITTANCE ADVICE

PROJECT # IP 17-00 – Sunwood Drive Reconstruction

AMOUNT DUE $ **6,500.00**

In order to pay the above Special Assessment IN FULL before it is certified to the County and included on your property tax statement for 2018, payment for the full amount must be made to the City of Ramsey between October 11 and November 13, 2017.

For your records:

Check #: _____ Amount $_____ Date: _____

PAYMENT OPTIONS

Credit/Debit Card
Access account balance and make payment using the city's online web store, Rams*E*Pay. Enjoy fast and free 24 hour access and acceptance of VISA, MasterCard, Discover Card, and debit cards. Credit cards are also accepted over the phone by calling (763) 427-1410.

U.S. Mail
Payments sent via the U.S. Postal Service are received at our processing center. Please include the bottom portion of this form with your check payment. Mail to:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Drop Box
A drop box is conveniently located at the Ramsey Municipal Center. The Municipal Center is located at 7550 Sunwood Drive NW and the drop box is located on the south side of the building in the main parking lot. Please include the bottom portion of this form with your check payment.

In-Person
Resident's may bring their payment directly to the Ramsey Municipal Center. The Municipal Center is located at 7550 Sunwood Drive NW. This is the best option if you are paying in cash. A receipt will be given by our cashier.

Please detach and return this portion with your payment.

Payment must be received at the City before November 13, 2017.

City of Ramsey
7550 Sunwood Drive NW
Ramsey MN 55303

Project # IP 17-00 – Sunwood Drive Reconstruction

Amount Enclosed $_____

PIN #: _____
(this # can be found on the front of the envelope just above your name)

Property Address: _____

NOTICE OF PUBLIC HEARING AND ASSESSMENT FOR
CITY IMPROVEMENT PROJECT 17-00
SUNWOOD DRIVE RECONSTRUCTION

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given that the Ramsey City Council will hold a public hearing at 7:00 p.m. on Tuesday, October 10, 2017 in the Council Chambers at the Ramsey Municipal Center, 7550 Sunwood Drive NW, to consider, and possibly adopt, proposed assessments against benefiting properties for Improvement Project #17-00, which consisted of reconstructing Sunwood Drive NW between Ramsey Boulevard NW/CSAH 56 and Bunker Lake Boulevard NW/CSAH 116.

Adoption by the Council of the proposed assessment may occur at the hearing.

The amount to be specially assessed against your particular lot, piece, or parcel of land (the property identification number is listed on your mailing envelope) is **$23,948.80**. The total estimated cost of the above described project is $507,244.26. The total amount of the proposed assessment for this project is estimated to be $118,940.00 which equals 23.4% of the cost of the improvement pursuant to Minnesota Statutes, Sections 429.011 to 429.111, Chapter 8 of the Ramsey City Charter, and the City of Ramsey Special Assessments Policy.

Such assessment is proposed to be payable in equal annual installments extending over a period of 10 years, and will bear interest at the rate of 4.60 percent per annum from the date of the adoption of the assessment resolution. To the first installment shall be added interest on the entire assessment from the date of the assessment resolution until December 31, 2018. To each subsequent installment when due shall be added interest for 1 year on all unpaid installments.

Prior to certification of the assessment to the county auditor, the owner of any property so assessed may pay the entire assessment on such property, with interest accrued to the date of payment, to the City Finance Office. No interest shall be charged if the entire assessment is paid before November 13, 2017. At any time thereafter, payment may be made to the City Finance Office for the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 13 or interest will be charged through December 31 of the succeeding year. The right to partially prepay the assessment is not available.

The proposed assessment roll is on file for public inspection at the City Clerk's office. Written or oral objections will be considered at the hearing. No appeal to District Court may be taken as to the amount of an assessment unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The Council may upon such notice consider any objection to the amount of a proposed individual assessment at an adjourned meeting upon such further notice to the affected property owners as it deems advisable.

Assessment deferral for senior citizens and totally disabled persons

Under Minnesota Statute Sections 435.193 to 435.195, and City Code Section 46.4, the Council may, in its discretion, defer the payment of this special assessment for any homestead property owned by persons 65 years of age or older, or by persons retired by virtue of a permanent and total disability. When deferment of the special assessment has been granted and is terminated for any other reason provided in that law and City Code Section 46.4, all amounts accumulated plus applicable interest become due. Any assessed property owner meeting the requirement of this law and City Code Section 46.4, may, within 30 days of the confirmation of the assessment, apply to the City Clerk for the prescribed form for such deferral of payment of this special assessment on his/her property.

Right to appeal to District Court

An owner may appeal an assessment to District Court pursuant to Minnesota Statute Section 429.081 by serving notice of the appeal upon the mayor or clerk of the City within 30 days after the adoption of the assessment and filing such notice with the District Court within 10 days after service upon the mayor or clerk.

Dated: September 25, 2017

Bruce Westby, P.E.
City Engineer

SCHEDULE OF PAYMENT

The special assessment of such improvement to your property is $23,948.80. This cost will be assessed over 10 years at 4.60 percent interest per year. Listed below is a breakdown of the yearly and total principal and interest costs. Please note the change in the first year's interest cost. The first year's interest covers a period of 447 days from October 10, 2017 to December 31, 2018.

Year	Principal	4.60% Interest	Payment Amount	Pay-off Balance
				$23,948.80
2018	$2,394.88	$1,349.14	$3,744.02	$21,553.92
2019	$2,394.88	$991.48	$3,386.36	$19,159.04
2020	$2,394.88	$881.32	$3,276.20	$16,764.16
2021	$2,394.88	$771.15	$3,166.03	$14,369.28
2022	$2,394.88	$660.99	$3,055.87	$11,974.40
2023	$2,394.88	$550.82	$2,945.70	$9,579.52
2024	$2,394.88	$440.66	$2,835.54	$7,184.64
2025	$2,394.88	$330.49	$2,725.37	$4,789.76
2026	$2,394.88	$220.33	$2,615.21	$2,394.88
2027	$2,394.88	$110.16	$2,505.04	$0.00
TOTAL	$23,948.80	$6,306.54	$30,255.34	

Please call Bruce Westby, City Engineer, at 763-427-1410 with questions.

REMITTANCE ADVICE

PROJECT # IP 17-00 – Sunwood Drive Reconstruction

AMOUNT DUE $ **23,948.80**

In order to pay the above Special Assessment IN FULL before it is certified to the County and included on your property tax statement for 2018, payment for the full amount must be made to the City of Ramsey between October 11 and November 13, 2017.

For your records:

Check #: _____ Amount $_____ Date: _____

PAYMENT OPTIONS

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City of Ramsey
7550 Sunwood Drive NW
Ramsey MN 55303

Project # IP 17-00 – Sunwood Drive Reconstruction

Amount Enclosed $_____

PIN #: _____
(this # can be found on the front of the envelope just above your name)

Property Address: _____

Mailing Labels Physical Property Adddresses

PID	Name	Address1	City	State	Zip
273225310004	Property Owner	6825 SUNWOOD DR NW	RAMSEY	MN	55303
273225310011	Property Owner	7000 SUNWOOD DR NW	RAMSEY	MN	55303
273225310016	Property Owner	6850 SUNWOOD DR NW	RAMSEY	MN	55303
273225320008	Property Owner	14601 RAMSEY BLVD NW	RAMSEY	MN	55303
273225320012	Property Owner	7180 SUNWOOD DR NW	RAMSEY	MN	55303
273225320013	Property Owner	7100 SUNWOOD DR NW STE B	RAMSEY	MN	55303
273225320013	Property Owner	7100 SUNWOOD DR NW STE C	RAMSEY	MN	55303
273225320013	Property Owner	7100 SUNWOOD DR NW	RAMSEY	MN	55303
273225320013	Property Owner	7100 SUNWOOD DR NW STE A	RAMSEY	MN	55303
273225420006	Property Owner	6700 BUNKER LAKE BLVD NW	RAMSEY	MN	55303

PID	Name	Address1	City	State	Zip
273225310004	NORTH SUBURBAN MANAGEMENT LLC	14380 EDGEWOOD RD	ROGERS	MN	55374-0000
273225310011	VISION EASE LP	7000 SUNWOOD DR NW	RAMSEY	MN	55303-0000
273225310016	KNOLL PROPERTIES LLC	6850 SUNWOOD DR NW	RAMSEY	MN	55303-3601
273225320008	CONNEXUS ENERGY	14601 RAMSEY BLVD NW	RAMSEY	MN	55303-0000
273225320012	RMR CAPITAL LLC	7180 SUNWOOD DR	RAMSEY	MN	55303-0000
273225320013	OBRIEN PROP OF MINNESOTA LLC	2827 ANTHONY LN S	MPLS	MN	55418-0000
273225420006	PHILLIPS ALAN C & D V TRUSTEES	PO BOX 246	ANOKA	MN	55303-0000

FINAL ASSESSMENT ROLL - IP #17-00											
PID No.	Property Owner	Property Front Footage (Lin Ft)	Front Footage Rate ($/Lin Ft)	Property Address	City	State	Zip	Calculated Front Footage Assessment	Estimated Special Benefit	Final Assessment (Lesser of CFF v. ESB)	Final Assessment (Rounded for Financing)
273225310004	NORTH SUBURBAN MANAGEMENT LLC	355.29	$21.80634117	6825 SUNWOOD DR NW	RAMSEY	MN	55303	$7,747.57	$8,500.00	$7,747.57	$7,747.60
273225310009	RAMSEY CITY OF	622.49	$21.80634117		RAMSEY	MN	55303	$13,574.23	$10,500.00	$10,500.00	$10,500.00
273225310011	VISION EASE LP	1,098.25	$21.80634117	7000 SUNWOOD DR NW	RAMSEY	MN	55303	$23,948.81	$25,500.00	$23,948.81	$23,948.80
273225310016	KNOLL PROPERTIES LLC	641.97	$21.80634117	6850 SUNWOOD DR NW	RAMSEY	MN	55303	$13,999.02	$27,000.00	$13,999.02	$13,999.00
273225320008	CONNEXUS ENERGY	1,530.01	$21.80634117		RAMSEY	MN	55303	$33,363.92	$47,500.00	$33,363.92	$33,363.90
273225320012	RMR CAPITAL LLC	408.06	$21.80634117	7180 SUNWOOD DR NW	RAMSEY	MN	55303	$8,898.30	$6,500.00	$6,500.00	$6,500.00
273225320013	OBRIEN PROP OF MINNESOTA LLC	408.07	$21.80634117	7100 SUNWOOD DR NW	RAMSEY	MN	55303	$8,898.51	$6,500.00	$6,500.00	$6,500.00
273225420005	RAMSEY CITY OF	353.22	$21.80634117		RAMSEY	MN	55303	$7,702.44	$10,500.00	$7,702.44	$7,702.40
273225420006	PHILLIPS ALAN C & D V TRUSTEES	397.97	$21.80634117		RAMSEY	MN	55303	$8,678.27	$10,500.00	$8,678.27	$8,678.30
	TOTALS	5,815.33						$126,811.07	$153,000.00	$118,940.03	$118,940.00

CHAPTER 429

LOCAL IMPROVEMENTS, SPECIAL ASSESSMENTS

429.011 DEFINITIONS.
429.021 LOCAL IMPROVEMENTS, COUNCIL POWERS.
429.031 PRELIMINARY PLANS, HEARINGS.
429.035 IMPROVEMENTS, PETITION.
429.036 APPEAL FROM DETERMINATION OF LEGALITY OF PETITION.
429.041 COUNCIL PROCEDURE.
429.051 APPORTIONMENT OF COST.
429.052 STREET OR ROAD IMPROVEMENTS OUTSIDE MUNICIPAL BOUNDARIES.
429.061 ASSESSMENT PROCEDURE.
429.071 SUPPLEMENTAL ASSESSMENTS; REASSESSMENT.
429.081 APPEAL TO DISTRICT COURT.
429.091 FINANCING.
429.101 UNPAID SPECIAL CHARGES MAY BE SPECIAL ASSESSMENTS.
429.111 CHARTER PROVISIONS, EFFECT.

429.01 [Repealed, 1953 c 398 s 13 subd 1]

429.011 DEFINITIONS.

Subdivision 1. **Application.** For the purpose of this chapter the terms defined in this section shall have the meanings ascribed to them.

Subd. 2. **Municipality; certain cities and towns.** "Municipality" means any city of the second, third, or fourth class however organized, or any statutory city or any town as defined in section 368.01.

Subd. 2a. **Municipality; certain counties.** "Municipality" also includes the following:

(1) a county in the case of construction, reconstruction, or improvement of a county state-aid highway;

(2) a county in the case of construction, reconstruction, or improvement of a county highway as defined in section 160.02 including curbs and gutters and storm sewers;

(3) a county exercising its powers and duties under section 444.075, subdivision 1;

(4) a county for expenses not paid for under section 403.113, subdivision 3, paragraph (b), clause (3);

(5) a county in the case of the abatement of nuisances; and

(6) a county operating an energy improvements financing program under section 216C.436.

Subd. 2b. **Municipality; certain towns.** "Municipality" also includes any town not having the powers granted herein pursuant to any other law in the case of construction, reconstruction or improvement of a town road including curbs and gutters and storm sewers and in the case of those improvements designated in section 429.021, subdivision 1, clauses (1), (2), (4), (5), (6), (7), (8), and (10).

Subd. 3. **Council.** "Council" means the body of the city having general legislative powers, the town board of the town, or the county board of a county.

Subd. 4. **Clerk.** "Clerk" means the chief clerical officer of the municipality.

Subd. 5. **Improvement.** "Improvement" means any type of improvement made under authority granted by section 429.021, and in the case of a county is limited to the construction, reconstruction, or improvement of a county state-aid highway or county highway including curbs and gutters and storm sewers, and to the purchase, installation, or maintenance of signs, posts, and markers for addressing related to the operation of enhanced 911 telephone service.

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Subd. 6. **Newspaper.** "Newspaper" means the official newspaper of the municipality, or if there is no official newspaper, a legal newspaper of general circulation in the municipality.

Subd. 7. **Street.** "Street" means any street, alley, or other public way, or any part thereof.

Subd. 8. **Utilities commission.** "Utilities commission" means the municipal board or commission, other than the council, which exercises any authority or control over the operation of any municipally owned public utility.

Subd. 9. **Pedestrian skyway system.** "Pedestrian skyway system" means any system of providing for pedestrian traffic circulation, mechanical or otherwise, elevated above ground, within and without the public right-of-way, and through or above private property and buildings, and includes overpasses, bridges, passageways, walkways, concourses, hallways, corridors, arcades, courts, plazas, elevators, escalators, heated canopies, and accesses and all fixtures, furniture, equipment, facilities, services, and appurtenances which in the judgment of the council will enhance the movement, safety, security, convenience and enjoyment of pedestrians and benefit the city and adjoining properties.

Subd. 10. **Underground pedestrian concourse.** "Underground pedestrian concourse" means any system of providing for pedestrian traffic circulation, mechanical or otherwise, below ground, within and without the public right-of-way, and through or below private property, and includes tunnels, passageways, walkways, concourses, hallways, corridors, arcades, plazas, elevators, escalators, heated canopies, and accesses and all fixtures, furniture, equipment, facilities, and appurtenances which in the judgment of the council will enhance the movement, safety, security, convenience and enjoyment of pedestrians and benefit the city and adjoining properties.

Subd. 11. **Special lighting system.** "Special lighting system" means lights or light displays of any type located within or without the public right-of-way.

Subd. 12. **Acquire.** "Acquire" includes, but is not limited to, the obtaining by purchase, condemnation, or leasing rights or interests in the areas above or below the surface of the ground of real property or structures or improvements thereon.

Subd. 13. **Public mall, plaza, or courtyard.** "Public mall, plaza, or courtyard" means any wholly or partly opened or enclosed public area adjacent to or attached to a wall, fence, commercial structure, hotel, or any other building and designed as a place for passive recreation, public entertainment, exhibition and education, or a pedestrian walk.

Subd. 14. **Fire protection system.** "Fire protection system" means pipes, standpipes, sprinklers, control systems and other devices and equipment installed in or outside a building for the primary purpose of eliminating or reducing the spread of fire in the building or providing for safe evacuation of the building, whether the devices and equipment are publicly or privately owned.

Subd. 15. **Highway sound barriers.** "Highway sound barriers" means sound abatement walls erected along highways to reduce noise levels attributable to vehicular traffic.

Subd. 16. **On-site water contaminant improvements.** "On-site water contaminant improvements" means pipes, wells, and other devices and equipment installed in or outside a building for the primary purpose of eliminating water contamination caused by lead or other toxic or health threatening substances in the water, whether the improvements so installed are publicly or privately owned.

History: *1953 c 398 s 1; 1961 c 338 s 1; 1969 c 741 s 1-3; 1971 c 617 s 1-4; 1973 c 123 art 5 s 7; 1973 c 636 s 1; 1973 c 702 s 22; 1974 c 233 s 1; 1976 c 147 s 1; 1978 c 634 s 1,2; 1979 c 330 s 1; 1983 c 9 s 1;*

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1984 c 478 s 1; 1984 c 591 s 1; 1986 c 315 s 1; 1987 c 138 s 1; 1988 c 564 s 1; 1994 c 614 s 5; 2000 c 490 art 5 s 29,30; 2009 c 88 art 2 s 31; 2010 c 389 art 7 s 4

429.02 [Repealed, 1953 c 398 s 13 subd 1]

429.021 LOCAL IMPROVEMENTS, COUNCIL POWERS.

Subdivision 1. **Improvements authorized.** The council of a municipality shall have power to make the following improvements:

(1) To acquire, open, and widen any street, and to improve the same by constructing, reconstructing, and maintaining sidewalks, pavement, gutters, curbs, and vehicle parking strips of any material, or by grading, graveling, oiling, or otherwise improving the same, including the beautification thereof and including storm sewers or other street drainage and connections from sewer, water, or similar mains to curb lines.

(2) To acquire, develop, construct, reconstruct, extend, and maintain storm and sanitary sewers and systems, including outlets, holding areas and ponds, treatment plants, pumps, lift stations, service connections, and other appurtenances of a sewer system, within and without the corporate limits.

(3) To construct, reconstruct, extend, and maintain steam heating mains.

(4) To install, replace, extend, and maintain street lights and street lighting systems and special lighting systems.

(5) To acquire, improve, construct, reconstruct, extend, and maintain water works systems, including mains, valves, hydrants, service connections, wells, pumps, reservoirs, tanks, treatment plants, and other appurtenances of a water works system, within and without the corporate limits.

(6) To acquire, improve and equip parks, open space areas, playgrounds, and recreational facilities within or without the corporate limits.

(7) To plant trees on streets and provide for their trimming, care, and removal.

(8) To abate nuisances and to drain swamps, marshes, and ponds on public or private property and to fill the same.

(9) To construct, reconstruct, extend, and maintain dikes and other flood control works.

(10) To construct, reconstruct, extend, and maintain retaining walls and area walls.

(11) To acquire, construct, reconstruct, improve, alter, extend, operate, maintain, and promote a pedestrian skyway system. Such improvement may be made upon a petition pursuant to section 429.031, subdivision 3.

(12) To acquire, construct, reconstruct, extend, operate, maintain, and promote underground pedestrian concourses.

(13) To acquire, construct, improve, alter, extend, operate, maintain, and promote public malls, plazas or courtyards.

(14) To construct, reconstruct, extend, and maintain district heating systems.

(15) To construct, reconstruct, alter, extend, operate, maintain, and promote fire protection systems in existing buildings, but only upon a petition pursuant to section 429.031, subdivision 3.

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(16) To acquire, construct, reconstruct, improve, alter, extend, and maintain highway sound barriers.

(17) To improve, construct, reconstruct, extend, and maintain gas and electric distribution facilities owned by a municipal gas or electric utility.

(18) To purchase, install, and maintain signs, posts, and other markers for addressing related to the operation of enhanced 911 telephone service.

(19) To improve, construct, extend, and maintain facilities for Internet access and other communications purposes, if the council finds that:

(i) the facilities are necessary to make available Internet access or other communications services that are not and will not be available through other providers or the private market in the reasonably foreseeable future; and

(ii) the service to be provided by the facilities will not compete with service provided by private entities.

(20) To assess affected property owners for all or a portion of the costs agreed to with an electric utility, telecommunications carrier, or cable system operator to bury or alter a new or existing distribution system within the public right-of-way that exceeds the utility's design and construction standards, or those set by law, tariff, or franchise, but only upon petition under section 429.031, subdivision 3.

(21) To assess affected property owners for repayment of voluntary energy improvement financings under section 216C.436, subdivision 7.

Subd. 2. **Combining improvements.** An improvement on two or more streets or two or more types of improvement in or on the same street or streets or different streets may be included in one proceeding and conducted as one improvement.

Subd. 3. **Relation to charter and other laws.** When any portion of the cost of an improvement is defrayed by special assessments, the procedure prescribed in this chapter shall be followed unless the council determines to proceed under charter provisions; but this chapter does not prescribe the procedure to be followed by a municipality in making improvements financed without the use of special assessments.

If the council determines to proceed under charter provisions for special assessments, such provisions shall be deemed to include a requirement that notices of proposed assessments inform property owners of the procedures they must follow under the charter in order to appeal the assessments to district court. The notices shall also inform property owners of the provisions of sections 435.193 to 435.195 and the existence of any deferment procedure established pursuant thereto in the municipality.

Charter provisions shall also be deemed to require that when the council determines to make any improvement, it shall let the contract for all or part of the work, or order all or part of the work done by day labor or otherwise as may be authorized by the charter, no later than one year after the adoption of the resolution ordering such improvement, unless a different time limit is specifically stated in the resolution ordering the improvement.

History: *1953 c 398 s 2; 1965 c 877 s 1; 1971 c 617 s 5; 1973 c 201 s 1; 1974 c 233 s 2; 1974 c 314 s 1; 1976 c 195 s 1; 1978 c 518 s 1; 1979 c 330 s 2; 1981 c 334 s 5; 1984 c 548 s 4; 1984 c 582 s 3; 1984 c 591 s 2; 1984 c 633 s 2; 1987 c 138 s 2; 1997 c 219 s 5; 2000 c 490 art 5 s 31; 2000 c 493 s 5; 2005 c 67 s 1; 2010 c 216 s 21*

429.03 [Repealed, 1953 c 398 s 13 subd 1]

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429.031 PRELIMINARY PLANS, HEARINGS.

Subdivision 1. **Preparation of plans, notice of hearing.** (a) Before the municipality awards a contract for an improvement or orders it made by day labor, or before the municipality may assess any portion of the cost of an improvement to be made under a cooperative agreement with the state or another political subdivision for sharing the cost of making the improvement, the council shall hold a public hearing on the proposed improvement following two publications in the newspaper of a notice stating the time and place of the hearing, the general nature of the improvement, the estimated cost, and the area proposed to be assessed. The two publications must be a week apart, and the hearing must be at least three days after the second publication. Not less than ten days before the hearing, notice of the hearing must also be mailed to the owner of each parcel within the area proposed to be assessed and must contain a statement that a reasonable estimate of the impact of the assessment will be available at the hearing, but failure to give mailed notice or any defects in the notice does not invalidate the proceedings. For the purpose of giving mailed notice, owners are those shown as owners on the records of the county auditor or, in any county where tax statements are mailed by the county treasurer, on the records of the county treasurer; but other appropriate records may be used for this purpose. For properties that are tax exempt or subject to taxation on a gross earnings basis and are not listed on the records of the county auditor or the county treasurer, the owners may be ascertained by any practicable means, and mailed notice must be given them as provided in this subdivision.

(b) Before the adoption of a resolution ordering the improvement, the council shall secure from the city engineer or some other competent person of its selection a report advising it in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement. The report must also include the estimated cost of the improvement as recommended. A reasonable estimate of the total amount to be assessed, and a description of the methodology used to calculate individual assessments for affected parcels, must be available at the hearing. No error or omission in the report invalidates the proceeding unless it materially prejudices the interests of an owner.

(c) If the report is not prepared by an employee of a municipality, the compensation for preparing the report under this subdivision must be based on the following factors:

(1) the time and labor required;

(2) the experience and knowledge of the preparer;

(3) the complexity and novelty of the problems involved; and

(4) the extent of the responsibilities assumed.

(d) The compensation must not be based primarily on a percentage of the estimated cost of the improvement.

(e) The council may also take other steps prior to the hearing, including, among other things, the preparation of plans and specifications and the advertisement for bids that will in its judgment provide helpful information in determining the desirability and feasibility of the improvement.

(f) The hearing may be adjourned from time to time, and a resolution ordering the improvement may be adopted at any time within six months after the date of the hearing by vote of a majority of all members of the council when the improvement has been petitioned for by the owners of not less than 35 percent in frontage of the real property abutting on the streets named in the petition as the location of the improvement. When there has been no such petition, the resolution may be adopted only by vote of four-fifths of all members of the council; provided that if the mayor of the municipality is a member of the council but has

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no vote or votes only in case of a tie, the mayor is not deemed to be a member for the purpose of determining a four-fifths majority vote.

(g) The resolution ordering the improvement may reduce, but not increase, the extent of the improvement as stated in the notice of hearing.

Subd. 2. **Approval by park board or utilities commission.** A resolution ordering a park improvement may be adopted only by a four-fifths vote of the council and shall also be approved by the park board, if there is one; provided, that if the mayor of the municipality is a member of the council but has no vote or votes only in case of a tie, the mayor shall not be deemed to be a member for the purpose of determining such four-fifths majority vote. A resolution ordering an improvement of the water, sewer, steam heating, street lighting or other facility over which a utilities commission has jurisdiction shall also be approved by the utilities commission.

Subd. 3. **Petition by all owners.** Whenever all owners of real property abutting upon any street named as the location of any improvement shall petition the council to construct the improvement and to assess the entire cost against their property, the council may, without a public hearing, adopt a resolution determining such fact and ordering the improvement. The validity of the resolution shall not be questioned by any taxpayer or property owner or the municipality unless an action for that purpose is commenced within 30 days after adoption of the resolution as provided in section 429.036. Nothing herein prevents any property owner from questioning the amount or validity of the special assessment against the owner's property pursuant to section 429.081. In the case of a petition for the municipality to own and install a fire protection system, a pedestrian skyway system, or on-site water contaminant improvements, the petition must contain or be accompanied by an undertaking satisfactory to the city by the petitioner that the petitioner will grant the municipality the necessary property interest in the building to permit the city to enter upon the property and the building to construct, maintain, and operate the fire protection system, pedestrian skyway system, or on-site water contaminant improvements. In the case of a petition for the installation of a privately owned fire protection system, a privately owned pedestrian skyway system, or privately owned on-site water contaminant improvements, the petition shall contain the plans and specifications for the improvement, the estimated cost of the improvement and a statement indicating whether the city or the owner will contract for the construction of the improvement. If the owner is contracting for the construction of the improvement, the city shall not approve the petition until it has reviewed and approved the plans, specifications, and cost estimates contained in the petition. The construction cost financed under section 429.091 shall not exceed the amount of the cost estimate contained in the petition. In the case of a petition for the installation of a fire protection system, a pedestrian skyway system, or on-site water contaminant improvements, the petitioner may request abandonment of the improvement at any time after it has been ordered pursuant to subdivision 1 and before contracts have been awarded for the construction of the improvement under section 429.041, subdivision 2. If such a request is received, the city council shall abandon the proceedings but in such case the petitioner shall reimburse the city for any and all expenses incurred by the city in connection with the improvement.

History: *1953 c 398 s 3; 1955 c 811 s 1; 1957 c 430 s 1; 1961 c 525 s 1,2; 1963 c 771 s 1; 1965 c 877 s 2; 1967 c 57 s 1,2; 1973 c 123 art 5 s 7; 1984 c 548 s 5; 1984 c 582 s 4; 1984 c 591 s 3; 1984 c 633 s 3; 1986 c 444; 1994 c 614 s 6; 1996 c 402 s 1; 2000 c 490 art 5 s 32*

429.035 IMPROVEMENTS, PETITION.

When any petition for the making of any improvement in any statutory city, town, or city of the second, third, or fourth class, however organized, for the cost of which special assessments may be, in whole or in part, levied therefor, is presented to the governing body of the municipality, this body shall, by resolution,

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determine whether or not the petition has been signed by the required percentage of owners of property affected thereby.

History: *(1918-33) 1927 c 311 s 1; 1953 c 398 s 12; 1961 c 338 s 2; 1973 c 123 art 5 s 7*

429.036 APPEAL FROM DETERMINATION OF LEGALITY OF PETITION.

Any person, being aggrieved by this determination, may appeal to the district court of the county in which the property is located by serving upon the clerk of the municipality, within 30 days after the adoption and publication of the resolution, a notice of appeal briefly stating the grounds of appeal and giving a bond in the penal sum of $250, in which the municipality shall be named as obligee, to be approved by the clerk of the municipality, conditioned that the appellant will duly prosecute the appeal, pay all costs and disbursements which may be adjudged against the appellant, and abide by the order of the court. The clerk shall furnish the appellant a certified copy of the petition, or any part thereof, on being paid by appellant of the proper charges therefor. The appeal shall be placed upon the calendar of the next general term commencing more than 30 days after the date of serving the notice and filing the bond and shall be tried as are other appeals in such cases. Unless reversed upon the appeal, the determination of the governing body as to the sufficiency of the petition shall be final and conclusive.

History: *(1918-34) 1927 c 311 s 2; 1986 c 444*

429.04 [Repealed, 1953 c 398 s 13]

429.041 COUNCIL PROCEDURE.

Subdivision 1. **Plans and specifications, advertisement for bids.** When the council determines to make any improvement, it shall let the contract for all or part of the work, or order all or part of the work done by day labor or otherwise as authorized by subdivision 2, no later than one year after the adoption of the resolution ordering such improvement, unless a different time limit is specifically stated in the resolution ordering the improvement. The council shall cause plans and specifications of the improvement to be made, or if previously made, to be modified, if necessary, and to be approved and filed with the clerk, and if the estimated cost exceeds the amount in section 471.345, subdivision 3, shall advertise for bids for the improvement in the newspaper or recognized industry trade journal as defined in section 331A.01, subdivision 11, and for such length of time as it may deem advisable. If the estimated cost exceeds twice the amount in section 471.345, subdivision 3, publication shall be made no less than three weeks before the last day for submission of bids once in the newspaper and at least once in either a newspaper published in a city of the first class or a recognized industry trade journal. The advertisement shall specify the work to be done, shall state the time when the bids will be publicly opened for consideration by the council, which shall be not less than ten days after the first publication of the advertisement when the estimated cost is less than twice the amount in section 471.345, subdivision 3, and not less than three weeks after such publication in other cases, and shall state that no bids will be considered unless sealed and filed with the clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the clerk, for such percentage of the amount of the bid as the council may specify. In providing for the advertisement for bids the council may direct that the bids shall be opened publicly by two or more designated officers or agents of the municipality and tabulated in advance of the meeting at which they are to be considered by the council. Nothing herein shall prevent the council from advertising separately for various portions of the work involved in an improvement, or from itself, supplying by such means as may be otherwise authorized by law, all or any part of the materials, supplies, or equipment to be used in the improvement or from combining two or more improvements in a single set of plans and specifications or a single contract.

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Subd. 2. **Contracts; day labor.** In contracting for an improvement, the council shall require the execution of one or more written contracts and bonds, conditioned as required by law. The council shall award the contract to the lowest responsible bidder or it may reject all bids. If any bidder to whom a contract is awarded fails to enter promptly into a written contract and to furnish the required bond, the defaulting bidder shall forfeit to the municipality the amount of the defaulter's cash deposit, cashier's check, bid bond, or certified check, and the council may thereupon award the contract to the next lowest responsible bidder. When it appears to the council that the cost of the entire work projected will be less than the amount in section 471.345, subdivision 3, or whenever no bid is submitted after proper advertisement or the only bids submitted are higher than the engineer's estimate, the council may advertise for new bids or, without advertising for bids, directly purchase the materials for the work and do it by the employment of day labor or in any other manner the council considers proper. The council may have the work supervised by the city engineer or other qualified person but shall have the work supervised by a registered engineer if done by day labor and it appears to the council that the entire cost of all work and materials for the improvement will be more than the lowest amount in section 471.345, subdivision 4. In case of improper construction or unreasonable delay in the prosecution of the work by the contractor, the council may order and cause the suspension of the work at any time and relet the contract, or order a reconstruction of any portion of the work improperly done, and where the cost of completion or reconstruction necessary will be less than the amount in section 471.345, subdivision 3, the council may do it by the employment of day labor.

Subd. 2a. **Best value alternative.** As an alternative to the procurement method described in subdivision 2, the council may issue a request for proposals and award the contract to the vendor or contractor offering the best value as described in section 16C.28, subdivision 1, paragraph (a), clause (2), and paragraph (c).

Subd. 3. **Day labor; detailed report.** When the council has performed construction work by day labor, it shall cause a detailed report to be filed with the clerk and certified by the registered engineer or other person in charge, if there is no registered engineer. The report shall show:

(a) the complete cost of the construction;

(b) final quantities of the various units of work done;

(c) materials furnished for the project and the cost of each item thereof;

(d) cost of labor, cost of equipment hired, and supervisory costs.

The report shall have attached a certificate by the registered engineer or other person in charge that the work was done according to the plans and specifications, or, if there were any deviations from them, an itemized statement of those deviations.

Subd. 4. **Alternate procedure on street improvements.** As to any improvement or improvements consisting of grading, graveling, or bituminous surfacing of streets and alleys, the council may proceed in the manner provided in this chapter, except that it may

(1) order the work done by day labor, regardless of the estimated cost of such improvement or improvements,

(2) use municipal equipment or hire equipment and purchase materials for all such improvements to be done by day labor in any 12-month period by advertising once therefor, such advertisement to call for bids for the furnishing of equipment, if the municipality does not use its own equipment, and for materials at unit prices based on the quantities which the council estimates will be required, and

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(3) contract at one time on a unit price basis for part or all of the street improvements to be constructed by the municipality during the current year, including improvements which may thereafter be ordered constructed.

Subd. 5. **Cooperation with state or local government.** When an improvement is made under a cooperative agreement with the state or another political subdivision by the terms of which the state or other subdivision is to construct or contract to construct the improvement, it shall not be necessary to comply with subdivisions 1 and 2.

Subd. 6. **Percentage payment on engineer's estimate.** In case the contractor properly performs the work, the council shall, from month to month before completion of the work, pay the contractor not to exceed 95 percent of the amount already earned under the contract, upon the estimate of the engineer or other competent person selected by the council, and the contract shall so provide, and shall further agree that when the work is 95 percent or more completed upon the recommendation of the engineer such portions of the retained price shall be released as the governing body of the municipality determines are not required to be retained to protect the municipality's interest in satisfactory completion of the contract. Failure to pay any amount due and payable under the terms of the contract within 30 days of a monthly estimate or 90 days after the final estimate of the amount earned shall obligate the municipality to pay to the contractor simple interest on the past due amount at an annual rate equal to the monthly index of long term United States bond yields for the month prior to the month in which this obligation is incurred plus an additional one percent per annum. Interest shall not be imposed with respect to any amount which a municipality may legally withhold as a result of breach of contract or other contractual claim or if the delay is caused by the contractor.

Subd. 7. **Modification of contracts.** After work has been commenced on an improvement undertaken pursuant to a contract awarded on a unit price basis the council may, without advertising for bids, authorize changes in the contract so as to include additional units of work at the same unit price if the cost of the additional work does not exceed 25 percent of the original contract price. Original contract price means that figure determined by multiplying the estimated number of units required by the unit price.

History: *1953 c 398 s 4; 1957 c 430 s 2,3; 1961 c 525 s 3,4; 1973 c 123 art 5 s 7; 1976 c 156 s 1; 1977 c 278 s 1; 1978 c 518 s 2; 1980 c 464 s 8; 1985 c 174 s 3; 1986 c 444; 1993 c 38 s 1,2; 2001 c 5 s 1,2; 2004 c 278 s 6,7; 2007 c 148 art 3 s 25; 2009 c 152 s 18,19; 2013 c 46 s 2*

429.05 [Repealed, 1953 c 398 s 13 subd 1]

429.051 APPORTIONMENT OF COST.

The cost of any improvement, or any part thereof, may be assessed upon property benefited by the improvement, based upon the benefits received, whether or not the property abuts on the improvement and whether or not any part of the cost of the improvement is paid from the county state-aid highway fund, the municipal state-aid street fund, or the trunk highway fund. The area assessed may be less than but may not exceed the area proposed to be assessed as stated in the notice of hearing on the improvement, except as provided below. The municipality may pay such portion of the cost of the improvement as the council may determine from general ad valorem tax levies or from other revenues or funds of the municipality available for the purpose. The municipality may subsequently reimburse itself for all or any of the portion of the cost of a water, storm sewer, or sanitary sewer improvement so paid by levying additional assessments upon any properties abutting on but not previously assessed for the improvement, on notice and hearing as provided for the assessments initially made. To the extent that such an improvement benefits nonabutting properties which may be served by the improvement when one or more later extensions or improvements are made but which are not initially assessed therefor, the municipality may also reimburse itself by adding all or any

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of the portion of the cost so paid to the assessments levied for any of such later extensions or improvements, provided that notice that such additional amount will be assessed is included in the notice of hearing on the making of such extensions or improvements. The additional assessments herein authorized may be made whether or not the properties assessed were included in the area described in the notice of hearing on the making of the original improvement.

In any city of the fourth class electing to proceed under a home rule charter as provided in this chapter, which charter provides for a board of water commissioners and authorizes such board to assess a water frontage tax to defray the cost of construction of water mains, such board may assess the tax based upon the benefits received and without regard to any charter limitation on the amount that may be assessed for each lineal foot of property abutting on the water main. The water frontage tax shall be imposed according to the procedure and, except as herein provided, subject to the limitations of the charter of the city.

History: *1953 c 398 s 5; 1955 c 842 s 1; 1957 c 40 s 1; 1959 c 490 s 1; 1961 c 286 s 1*

429.052 STREET OR ROAD IMPROVEMENTS OUTSIDE MUNICIPAL BOUNDARIES.

A municipality may construct street or road improvements outside its jurisdiction with the consent of the affected township, or if the property is located in unorganized territory, the county. When property is brought within the corporate limits of the municipality, the municipality may subsequently reimburse itself for all or any portion of the cost of the improvement for which municipal funds have been expended, by levying an assessment upon any property abutting on, but not previously assessed for, the improvement. No assessment may be so levied unless the property to be assessed was given notice and hearing of the improvements under section 429.031 at the time the improvement was ordered, and subsequently in accordance with the notice, hearing, and appeal rights, provided for under sections 429.061 and 429.081.

History: *2005 c 152 art 1 s 12*

429.06 [Repealed, 1953 c 398 s 13 subd 1]

429.061 ASSESSMENT PROCEDURE.

Subdivision 1. **Calculation, notice.** At any time after the expense incurred or to be incurred in making an improvement shall be calculated under the direction of the council, the council shall determine by resolution the amount of the total expense the municipality will pay, other than the amount, if any, which it will pay as a property owner, and the amount to be assessed. If a county proposes to assess within the boundaries of a city for a county state-aid highway or county highway, including curbs, gutters, and storm sewers, the resolution must include the portion of the cost proposed to be assessed within the city. The county shall forward the resolution to the city and it may not proceed with the assessment procedure nor may the county allocate any cost under this section for property within the city unless the city council adopts the resolution approving the assessment. Thereupon the clerk, with the assistance of the engineer or other qualified person selected by the council, shall calculate the proper amount to be specially assessed for the improvement against every assessable lot, piece or parcel of land, without regard to cash valuation, in accordance with the provisions of section 429.051. The proposed assessment roll shall be filed with the clerk and be open to public inspection. The clerk shall thereupon, under the council's direction, publish notice that the council will meet to consider the proposed assessment. Such notice shall be published in the newspaper at least once and shall be mailed to the owner of each parcel described in the assessment roll. For the purpose of giving mailed notice under this subdivision, owners shall be those shown to be such on the records of the county auditor or, in any county where tax statements are mailed by the county treasurer, on the records of the county treasurer; but other appropriate records may be used for this purpose. Such publication and mailing shall be no less than two weeks prior to such meeting of the council. Except as to the owners of tax-exempt

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property or property taxes on a gross earnings basis, every property owner whose name does not appear on the records of the county auditor or the county treasurer shall be deemed to have waived such mailed notice unless the owner has requested in writing that the county auditor or county treasurer, as the case may be, include the name on the records for such purpose. Such notice shall state the date, time, and place of such meeting, the general nature of the improvement, the area proposed to be assessed, the total amount of the proposed assessment, that the proposed assessment roll is on the file with the clerk, and that written or oral objections thereto by any property owner will be considered. The notice must also state that no appeal may be taken as to the amount of any assessment adopted pursuant to subdivision 2, unless a written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. The notice shall also state that an owner may appeal an assessment to district court pursuant to section 429.081 by serving notice of the appeal upon the mayor or clerk of the municipality within 30 days after the adoption of the assessment and filing such notice with the district court within ten days after service upon the mayor or clerk. The notice shall also inform property owners of the provisions of sections 435.193 to 435.195 and the existence of any deferment procedure established pursuant thereto in the municipality. In addition, the notice mailed to the owner must state in clear language the following information:

(1) the amount to be specially assessed against that particular lot, piece, or parcel of land;

(2) adoption by the council of the proposed assessment may be taken at the hearing;

(3) the right of the property owner to prepay the entire assessment and the person to whom prepayment must be made;

(4) whether partial prepayment of the assessment has been authorized by ordinance;

(5) the time within which prepayment may be made without the assessment of interest; and

(6) the rate of interest to be accrued if the assessment is not prepaid within the required time period.

Subd. 2. **Adoption; interest.** At such meeting or at any adjournment thereof the council shall hear and pass upon all objections to the proposed assessment, whether presented orally or in writing. The council may amend the proposed assessment as to any parcel and by resolution adopt the same as the special assessment against the lands named in the assessment roll. Notice of any adjournment of the hearing shall be adequate if the minutes of the meeting so adjourned show the time and place when and where the hearing is to be continued.

The council may consider any objection to the amount of a proposed assessment as to a specific parcel of land at an adjourned hearing upon further notice to the affected property owner as it deems advisable. At the adjourned hearing the council or a committee of it may hear further written or oral testimony on behalf of the objecting property owner and may consider further written or oral testimony from appropriate city officials and other witnesses as to the amount of the assessment. The council or committee shall prepare a record of the proceedings at the adjourned hearing and written findings as to the amount of the assessment. The amount of the assessment as finally determined by the council shall become a part of the adopted assessment roll. No appeal may be taken as to the amount of any assessment adopted under this section unless written objection signed by the affected property owner is filed with the municipal clerk prior to the assessment hearing or presented to the presiding officer at the hearing. All objections to the assessments not received at the assessment hearing in the manner prescribed by this subdivision are waived, unless the failure to object at the assessment hearing is due to a reasonable cause.

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If the adopted assessment differs from the proposed assessment as to any particular lot, piece, or parcel of land, the clerk must mail to the owner a notice stating the amount of the adopted assessment. Owners must also be notified by mail of any changes adopted by the council in interest rates or prepayment requirements from those contained in the notice of the proposed assessment.

The assessment, with accruing interest, shall be a lien upon all private and public property included therein, from the date of the resolution adopting the assessment, concurrent with general taxes; but the lien shall not be enforceable against public property as long as it is publicly owned, and during such period the assessment shall be recoverable from the owner of such property only in the manner and to the extent provided in section 435.19. Unless otherwise provided in the resolution, all assessments shall be payable in equal annual installments extending over such period, not exceeding 30 years, as the resolution determines, payable on the first Monday in January in each year, but the number of installments need not be uniform for all assessments included in a single assessment roll if a uniform criterion for determining the number of installments is provided by the resolution. Assessments on property located in a targeted neighborhood as defined in Laws 1987, chapter 386, article 6, section 4, may be payable in variable annual installments if the resolution provides for a variable payment. The first installment of each assessment shall be included in the first tax rolls completed after its adoption and shall be payable in the same year as the taxes contained therein; except that the payment of the first installment of any assessment levied upon unimproved property may be deferred until a designated future year, or until the platting of the property or the construction of improvements thereon, upon such terms and conditions and based upon such standards and criteria as may be provided by resolution of the council. If special assessments against the property have been deferred pursuant to this subdivision, the governmental unit shall record with the county recorder in the county in which the property is located a certificate containing the legal description of the affected property and of the amount deferred. In any event, every assessment the payment of which is so deferred, when it becomes payable, shall be divided into a number of installments such that the last installment thereof will be payable not more than 30 years after the levy of the assessment. All assessments shall bear interest at such rate as the resolution determines. To the first installment of each assessment shall be added interest on the entire assessment from a date specified in the resolution levying the assessment, not earlier than the date of the resolution, until December 31 of the year in which the first installment is payable, and to each subsequent installment shall be added interest for one year on all unpaid installments; or alternatively, any assessment may be made payable in equal annual installments including principal and interest, each in the amount annually required to pay the principal over such period with interest at such rate as the resolution determines, not exceeding the maximum period and rate specified above. In the latter event no prepayment shall be accepted under subdivision 3 without payment of all installments due to and including December 31 of the year of prepayment, together with the original principal amount reduced only by the amounts of principal included in such installments, computed on an annual amortization basis. When payment of an assessment is deferred, as authorized in this subdivision, interest thereon for the period of deferment may be made payable annually at the same times as the principal installments of the assessment would have been payable if not deferred; or interest for this period may be added to the principal amount of the assessment when it becomes payable; or, if so provided in the resolution levying the assessment, interest thereon to December 31 of the year before the first installment is payable may be forgiven.

Subd. 3. **Transmitted to auditor, prepayment.** After the adoption of the assessment, the clerk shall transmit a certified duplicate of the assessment roll with each installment, including interest, set forth separately to the county auditor of the county to be extended on the proper tax lists of the county; but in lieu of such certification, the council may in its discretion direct the clerk to file all assessment rolls in the clerk's office and to certify annually to the county auditor, on or before November 30 in each year, the total amount of installments of and interest on assessments on each parcel of land in the municipality which are to become due in the following year. If any installment and interest has not been so certified prior to the year when it

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is due, the clerk shall forthwith certify the same to the county auditor for collection in the then succeeding year; and if the municipality has issued improvement warrants to finance the improvement, it shall pay out of its general funds into the fund of the improvement interest on the then unpaid balance of the assessment for the year or years during which the collection of such installment is postponed. All assessments and interest thereon shall be collected and paid over in the same manner as other municipal taxes. The owner of any property so assessed may, at any time prior to certification of the assessment or the first installment thereof to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the municipal treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption thereof; and, except as hereinafter provided, the owner may at any time prior to November 15 of any year, prepay to the treasurer of the municipality having levied said assessments, the whole assessment remaining due with interest accrued to December 31 of the year in which said prepayment is made. If the assessment roll is retained by the municipal clerk, the installment and interest in process of collection on the current tax list shall be paid to the county treasurer and the remaining principal balance of the assessment, if paid, shall be paid to the municipal treasurer. The council may by ordinance authorize the partial prepayment of assessments, in such manner as the ordinance may provide, prior to certification of the assessment or the first installment thereof to the county auditor.

Subd. 4. **Collection, tax-exempt property.** On the confirmation of any assessments the clerk shall mail to the county auditor a notice specifying the amount payable by any county, to the clerk or recorder of any other political subdivision a notice specifying the amount payable by the political subdivision and to the owner of any right-of-way, at its principal office in the state, a notice specifying the amount payable on account of any right-of-way. The amount payable on account of any right-of-way or public property shall be payable to the municipality's treasurer and shall be payable in like installments and with like interest and penalties as provided for in reference to the installments payable on account of assessable real property, except that interest accruing shall not begin to run until the notice provided in this subdivision has been properly given and 30 days thereafter have elapsed. The governing body of any such political subdivision shall provide for the payment of these amounts and shall take appropriate action to that end. If the assessment is not paid in a single installment, the municipal treasurer shall annually mail to the owner of any right-of-way and, as long as the property is publicly owned, to the owner of any public property a notice stating that an installment is due and should be paid to the municipal treasurer of the municipality which levied the special assessment. The municipality may collect the amount due on account of the right-of-way of any railroad or privately owned public utility by distress and sale of personal property in the manner provided by law in case of taxes levied upon personal property or by suit brought to enforce the collection of this indebtedness unless a different method of collecting such amounts is provided for by any contract between the owner of any right-of-way and the municipality.

Subd. 5. **Special assessments; administrative expenses.** Notwithstanding any general or special law to the contrary, a municipality shall pay to the county auditor all administrative expenses incurred by the county under subdivision 3 for each special assessment of any local improvement certified by the municipality to the county auditor.

History: *1953 c 398 s 6; 1955 c 811 s 2; 1957 c 510 s 2; 1957 c 699 s 1; 1961 c 77 s 1; 1961 c 525 s 5-7; 1963 c 771 s 2-4; 1965 c 877 s 3; 1969 c 1045 s 1; 1969 c 1095 s 1; 1974 c 314 s 2; 1976 c 195 s 2; 1976 c 324 s 18; 1980 c 509 s 164; 1980 c 560 s 5; 1980 c 607 art 11 s 1,2; 1984 c 478 s 2; 1984 c 543 s 50; 1Sp1985 c 16 art 1 s 3; 1986 c 315 s 2; 1986 c 444; 1986 c 473 s 10,11; 1987 c 344 s 3; 1987 c 386 art 6 s 2; 1991 c 342 s 8; 1993 c 375 art 5 s 33; art 17 s 17; 2005 c 4 s 106*

429.07 [Repealed, 1953 c 398 s 13]

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429.071 SUPPLEMENTAL ASSESSMENTS; REASSESSMENT.

Subdivision 1. **Supplemental assessments.** The council may make supplemental assessments to correct omissions, errors, or mistakes in the assessment relating to the total cost of the improvement or any other particular. A supplemental assessment shall be preceded by personal or mailed notice to the owner of each parcel included in the supplemental assessment and a hearing as provided for the original assessment.

Subd. 2. **Reassessment.** When an assessment is, for any reason whatever, set aside by a court of competent jurisdiction as to any parcel or parcels of land, or in event the council finds that the assessment or any part thereof is excessive or determines on advice of the municipal attorney that the assessment or proposed assessment or any part thereof is or may be invalid for any reason, the council may, upon notice and hearing as provided for the original assessment, make a reassessment or a new assessment as to such parcel or parcels.

Subd. 3. **Reapportionment upon land division.** When a tract of land against which a special assessment has been levied is thereafter divided or subdivided by plat or otherwise, the council may, on application of the owner of any part of the tract or on its own motion equitably apportion among the various lots or parcels in the tract all the installments of the assessment against the tract remaining unpaid and not then due if it determines that such apportionment will not materially impair collection of the unpaid balance of the original assessment against the tract. The council may, and if the special assessment has been pledged to the payment of improvement warrants shall, require the owner or owners, as a condition of such apportionment, to furnish a satisfactory surety bond fully protecting the municipality against any loss resulting from failure to pay any part of the reapportionment assessment when due. Notice of such apportionment and of the right to appeal shall be mailed to or personally served upon all owners of any part of the tract. Within 30 days after the mailing or service of the notice of such apportionment any such owner may appeal as provided in section 429.081.

Subd. 4. **Reassessment, tax-forfeited land.** When a parcel of tax-forfeited land is returned to private ownership and the parcel is benefited by an improvement for which special assessments were canceled because of the forfeiture, the municipality that made the improvement may, upon notice and hearing as provided for the original assessment, make a reassessment or a new assessment as to the parcel in an amount equal to the amount remaining unpaid on the original assessment.

History: *1953 c 398 s 7; 1957 c 366 s 1; 1961 c 525 s 8; 1965 c 877 s 4; 1976 c 259 s 1*

429.08 [Repealed, 1953 c 398 s 13 subd 1]

429.081 APPEAL TO DISTRICT COURT.

Within 30 days after the adoption of the assessment, any person aggrieved, who is not precluded by failure to object prior to or at the assessment hearing, or whose failure to so object is due to a reasonable cause, may appeal to the district court by serving a notice upon the mayor or clerk of the municipality. The notice shall be filed with the court administrator of the district court within ten days after its service. The municipal clerk shall furnish appellant a certified copy of objections filed in the assessment proceedings, the assessment roll or part complained of, and all papers necessary to present the appeal. The appeal shall be placed upon the calendar of the next general term commencing more than five days after the date of serving the notice and shall be tried as other appeals in such cases. The court shall either affirm the assessment or set it aside and order a reassessment as provided in section 429.071, subdivision 2. If appellant does not prevail upon the appeal, the costs incurred shall be taxed by the court and judgment entered therefor. All

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objections to the assessment shall be deemed waived unless presented on such appeal. This section provides the exclusive method of appeal from a special assessment levied pursuant to this chapter.

History: *1953 c 398 s 8; 1961 c 525 s 9; 1978 c 749 s 2; 1980 c 607 art 11 s 3; 1Sp1986 c 3 art 1 s 82*

429.09 [Repealed, 1953 c 398 s 13]

429.091 FINANCING.

Subdivision 1. **Authority.** At any time after one or more improvements are ordered as contemplated in section 429.031, the council may issue obligations in such amount as it deems necessary to defray in whole or in part the expense incurred and estimated to be incurred in making the improvement or improvements, including every item of cost of the kinds authorized in section 475.65. In the event of any omission, error, or mistake in any of the proceedings required precedent to the ordering of any improvement, the validity of the obligations shall not be affected thereby. The council shall cause all further actions and proceedings to be taken with due diligence that are required for the construction of each improvement financed wholly or partly from the proceeds of obligations issued hereunder, and for the final and valid levy of special assessments and the appropriation of any other funds needed to pay the obligations and interest thereon when due.

Subd. 2. **Types of obligations permitted.** The council may by resolution adopted prior to the sale of obligations pledge the full faith, credit, and taxing power of the municipality for the payment of the principal and interest. Such obligations shall be called improvement bonds and the council shall pay the principal and interest out of any fund of the municipality when the amount credited to the specified fund is insufficient for the purpose and shall each year levy a sufficient amount to take care of accumulated or anticipated deficiencies, which levy shall not be subject to any statutory or charter tax limitation. Obligations for the payment of which the full faith and credit of the municipality is not pledged shall be called assessment revenue notes or, in the case of bonds for fire protection, revenue bonds and shall contain a promise to pay solely out of the proper special fund or funds pledged to their payment. It shall be the duty of the municipal treasurer to pay maturing principal and interest on warrants or revenue bonds out of funds on hand in the proper funds and not otherwise.

Subd. 3. **Method of issuance.** All obligations shall be issued in accordance with the provisions of chapter 475, except as provided in this subdivision.

An election shall be required for bonds if less than 20 percent of the cost of the improvement to the municipality is to be assessed against benefited property.

If the full faith, credit, and taxing power of the municipality is not pledged and the bonds are issued to finance a fire protection system, a public sale shall not be required and the obligations may

(1) mature at any time or times within 30 years from date of issue; or 40 years or the useful life of the asset, whichever is less, for municipal water and wastewater treatment systems and essential community facilities financed or guaranteed by the United States Department of Agriculture;

(2) mature in the amount or amounts;

(3) be sold at a price equal to the percentage of their par value, plus accrued interest; and

(4) bear interest at the rate or rates,

as agreed by the purchaser and the municipality, notwithstanding any limitation of interest rate or cost or of the amounts of annual maturities contained in any other law.

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The maturities shall be such as in the opinion of the council are warranted by the anticipated collections of assessments and ad valorem levies for the municipality's share of the cost; except that the council may in its discretion issue and sell temporary improvement bonds maturing and subject to further conditions as set forth in subdivision 5. All obligations shall state upon their face the purpose of the issue and the fund from which they are payable. The amount of any obligations issued hereunder shall not be included in determining the net indebtedness of any municipality under the provisions of any law limiting such indebtedness.

Subd. 4. **Funds.** The proceeds from the sale of each issue of obligations and from collections of special assessments levied and other moneys appropriated for each improvement to be financed wholly or partly from such proceeds shall be credited to a separate construction fund which shall be used solely to defray expenses of such improvements and payment of principal and interest due upon the obligations prior to completion and payment of all costs of the improvements so financed. Any balance of the proceeds of bonds remaining therein may be used to pay the cost, in whole or in part, of any other improvement instituted pursuant to this chapter. A separate account shall be maintained in the construction fund to record expenditures for each improvement, and when the total cost thereof has been paid all subsequent collections of special assessments levied for the improvement shall be credited and paid into the debt service fund for the obligations issued to finance the improvement, as provided in section 475.61. Any taxes levied for improvements financed by an issue of obligations shall be credited directly to the debt service fund.

Subd. 5. **Temporary improvement bonds.** In anticipation of the issuance of improvement bonds, the council may by resolution issue and sell temporary improvement bonds maturing within not more than three years from their date of issue to pay any part or all of the cost of one or more improvements. To the extent that the principal of and interest on the temporary improvement bonds cannot be paid when due from receipts of special assessments, taxes, or other funds appropriated for the purpose, they shall be paid from the proceeds of improvement bonds or additional temporary improvement bonds which the council shall offer for sale in advance of their maturity but the indebtedness funded by an issue of temporary improvement bonds shall not be extended by the issue of additional temporary improvement bonds for more than six years from the date of the first issue. The holders of any temporary improvement bonds shall have and may enforce, by mandamus or other appropriate proceedings, all rights respecting the levy and collection of sufficient special assessments and taxes to pay the cost of the improvements financed by them which are granted by law to holders of improvement bonds, except the right to require the levies to be collected prior to the maturity of the temporary improvement bonds. If any temporary improvement bonds are not paid in full at maturity, the holders may require the issuance in exchange for them, at par, of new temporary improvement bonds maturing within one year from their date of issue (but not subject to any other maturity limitation), and bearing interest at the maximum rate permitted by law.

Subd. 6. **Investment of other municipal funds.** Funds of a municipality may be invested in its temporary improvement bonds in accordance with the provisions of section 118A.04, and may be purchased upon their initial issue, but shall be purchased only from funds which the council determines will not be required for other purposes before the maturity date, and shall be resold before maturity only in case of emergency. If purchased from a debt service fund securing other bonds, the holders of those bonds may enforce the municipality's obligations on the temporary improvement bonds in the same manner as if they held the temporary improvement bonds.

Subd. 7. **General obligation temporary improvement bonds.** The council may by resolution adopted prior to the sale of any temporary improvement bonds pledge the full faith, credit, and taxing power of the municipality for the payment of the principal and interest, in addition to all provisions made for their security in subdivision 5. In this event the bonds shall be designated as general obligation temporary improvement

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bonds, and the council shall levy taxes for their payment in accordance with section 475.61. Proceeds of improvement bonds or temporary improvement bonds not yet sold may be treated as pledged revenues, in reduction of the tax otherwise required by section 475.61 to be levied prior to delivery of the obligations.

Subd. 7a. **Revolving fund bonds.** The council may by resolution establish a revolving fund for the payment of the costs of any improvement or any waterworks systems, sewer systems, or storm sewer systems described in section 444.075, the costs of facilities to maintain streets and water, sewer, and storm sewer systems and for the payment of any obligations issued to pay the costs of the facilities and systems referred to in this subdivision or to refund obligations issued for those purposes. The council may create within the revolving fund a separate construction account into which the municipality may deposit the proceeds of any obligations payable from the fund, the proceeds of any special assessments collected with respect to any improvement, any net revenues of a waterworks, sewer system, or storm sewer system described in section 444.075 or any other available funds of the municipality appropriated to it. Amounts on deposit in the construction account may be used to pay the costs of any improvement or any waterworks, sewer system, or storm sewer system described in section 444.075 or any street or water, sewer, or storm sewer maintenance facilities. No funds may be expended for an improvement unless at least 20 percent of the costs of each such improvement is to be assessed against benefited property. No funds may be expended for a waterworks, sewer system, or storm sewer system, other than a sewer system described in section 115.46, or maintenance facilities unless the council estimates that the costs will be recovered from the net revenues of the system or any combined waterworks, sewer systems, or storm sewer systems operated by the municipality. The council may also create a separate debt service account within the revolving fund for the payment of principal of and interest on any obligations payable therefrom. Notwithstanding subdivision 4, the council is not required to pledge any particular assessments or other revenues to the payment of the obligations. Collections of special assessments or net revenues may be deposited in either the construction account or the debt service account as the council or an officer designated by the council may determine, having due regard for anticipated collections of special assessments and net revenues from improvements or waterworks, sewer systems, or storm sewer systems financed in whole or in part from the construction account, and taxes levied for the payment of the obligations. The council may issue obligations that are payable primarily from the debt service account for the purpose of providing funds to defray in whole or in part any expenses incurred or estimated to be incurred in making the improvement or improvements or in constructing the waterworks, sewer system, or storm sewer system, including every item of cost of the kinds authorized by section 475.65, and street and water, sewer, and storm sewer maintenance facilities or to refund obligations previously issued under this section or section 115.46 or 444.075. The obligations may be general obligations to which the full faith and credit of the municipality are pledged. If the special assessments to be levied and net revenues estimated to be available for their payment are estimated to be at least 20 percent of the principal amount of the obligations, the obligations may be issued without an election and shall not be included in determining the net indebtedness of the municipality under the provisions of any law limiting net indebtedness. The cost of a maintenance facility that may be financed under this subdivision is limited only to the portion of the facility that is fairly allocable to the maintenance of streets and water, sewer, and storm sewer systems.

Subd. 8. **Application; limitations under federal tax law.** Sections 474A.01 to 474A.21 apply to any issuance of obligations under this section which are subject to limitation under a federal tax law as defined in section 474A.02, subdivision 8.

History: *1953 c 398 s 9; 1955 c 811 s 3-5; 1957 c 385 s 1; 1965 c 877 s 5; 1976 c 324 s 19-21; 1981 c 171 s 1-4; 1984 c 548 s 6; 1984 c 582 s 5,6,23; 1984 c 591 s 4,5; 1984 c 633 s 4; 1Sp1985 c 14 art 8 s 63; 1986 c 465 art 1 s 3; 1987 c 344 s 4,5; 1992 c 545 art 2 s 4; 1996 c 297 s 1; 1996 c 399 art 2 s 12; 2000 c 260 s 57; 2001 c 214 s 11*

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429.10 [Repealed, 1953 c 398 s 13]

429.101 UNPAID SPECIAL CHARGES MAY BE SPECIAL ASSESSMENTS.

Subdivision 1. **Ordinances.** (a) In addition to any other method authorized by law or charter, the governing body of any municipality may provide for the collection of unpaid special charges as a special assessment against the property benefited for all or any part of the cost of:

(1) snow, ice, or rubbish removal from sidewalks;

(2) weed elimination from streets or private property;

(3) removal or elimination of public health or safety hazards from private property, excluding any structure included under the provisions of sections 463.15 to 463.26;

(4) installation or repair of water service lines, street sprinkling or other dust treatment of streets;

(5) the trimming and care of trees and the removal of unsound trees from any street;

(6) the treatment and removal of insect infested or diseased trees on private property, the repair of sidewalks and alleys;

(7) the operation of a street lighting system;

(8) the operation and maintenance of a fire protection or a pedestrian skyway system;

(9) inspections relating to a municipal housing maintenance code violation;

(10) the recovery of any disbursements under section 504B.445, subdivision 4, clause (5), including disbursements for payment of utility bills and other services, even if provided by a third party, necessary to remedy violations as described in section 504B.445, subdivision 4, clause (2); or

(11) [Repealed, 2004 c 275 s 5]

(12) the recovery of delinquent vacant building registration fees under a municipal program designed to identify and register vacant buildings.

(b) The council may by ordinance adopt regulations consistent with this section to make this authority effective, including, at the option of the council, provisions for placing primary responsibility upon the property owner or occupant to do the work personally (except in the case of street sprinkling or other dust treatment, alley repair, tree trimming, care, and removal, or the operation of a street lighting system) upon notice before the work is undertaken, and for collection from the property owner or other person served of the charges when due before unpaid charges are made a special assessment.

(c) A home rule charter city, statutory city, county, or town operating an energy improvements financing program under section 216C.436 has the authority granted to a municipality under paragraph (a) with respect to energy improvements financed under that section.

Subd. 2. **Procedure for assessment.** Any special assessment levied under subdivision 1 shall be payable in a single installment, or by up to ten equal annual installments as the council may provide, except that a special assessment made under an energy improvements financing program under subdivision 1, paragraph (c), may be repayable in up to 20 equal installments. With these exceptions, sections 429.061, 429.071, and 429.081 shall apply to assessments made under this section.

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Subd. 3. **Issuance of obligations.** (a) After a contract for any of the work enumerated in subdivision 1 has been let, or the work commenced, the council may issue obligations to defray the expense of any such work financed in whole or in part by special charges and assessments imposed upon benefited property under this section.

(b) Section 429.091 shall apply to such obligations with the following modifications:

(1) such obligations shall be payable not more than two years from the date of issuance;

(2) the amount of such obligations issued at one time in a municipality shall not exceed the cost of such work during the ensuing six months as estimated by the council;

(3) a separate improvement fund shall be set up for each of the enumerated services referred to in subdivision 1 and financed under this section.

(c) Proceeds of special charges as well as special assessments and taxes shall be credited to such improvement fund.

History: *1953 c 398 s 10; 1955 c 811 s 6; 1963 c 771 s 5; 1965 c 323 s 2; 1973 c 337 s 1; 1974 c 340 s 1,2; 1984 c 548 s 7; 1984 c 582 s 7; 1984 c 591 s 6; 1984 c 633 s 5; 1986 c 444; 1Sp2003 c 21 art 11 s 29; 2004 c 275 s 2; 2008 c 366 art 6 s 42; 2010 c 216 s 22; 2013 c 85 art 8 s 6*

429.11 [Repealed, 1953 c 398 s 13]

429.111 CHARTER PROVISIONS, EFFECT.

Any city operating under a home rule charter may proceed either under this chapter or under its charter in making an improvement unless a home rule charter or amendment adopted after April 17, 1953, provides for making such improvement under this chapter or under the charter exclusively.

History: *1953 c 398 s 11; 1955 c 811 s 7; 1976 c 44 s 39*

429.12 [Repealed, 1953 c 398 s 13]

429.13 [Repealed, 1953 c 398 s 13]

429.14 [Repealed, 1953 c 398 s 13]

429.15 [Repealed, 1953 c 398 s 13]

429.16 [Repealed, 1953 c 398 s 13]

429.17 [Repealed, 1953 c 398 s 13]

429.18 [Repealed, 1953 c 398 s 13]

429.185 [Repealed, 1949 c 314 s 3]

429.19 [Renumbered 429.035]

429.20 [Renumbered 429.036]

429.21 [Repealed, 1953 c 398 s 13]

429.22 [Repealed, 1953 c 398 s 13]

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429.23 [Repealed, 1953 c 398 s 13]

429.24 [Repealed, 1953 c 398 s 13]

429.25 [Repealed, 1953 c 398 s 13]

429.27 [Repealed, 1953 c 398 s 13]

429.28 [Repealed, 1953 c 398 s 13]

429.29 [Repealed, 1953 c 398 s 13]

429.30 [Renumbered 435.36, subdivision 1]

429.31 [Renumbered 435.36, subd 2]

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SPECIAL ASSESSMENTS POLICY AND PROCEDURES FOR PUBLIC IMPROVEMENTS AND MAINTENANCE COSTS

SECTION 1. General Policy Statement.
SECTION 2. Improvements and Maintenance Costs Eligible for Special Assessment.
SECTION 3. Initiation of Public Improvement Projects.
SECTION 4. Public Improvement Procedures.
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SECTION 8. Standards for Public Improvement Projects.
SECTION 9. Policies of Reassessment.
SECTION 10. Assessment Computations.
SECTION 11. Deferment of Assessments.

SECTION 1. GENERAL POLICY STATEMENT.

The purpose of this policy is to establish a fair and equitable manner of assessing the increase in market value (special benefit) associated with public improvements. The procedures used by the City for levying special assessments are those specified by the City Charter and Minnesota Statutes Chapter 429, which provide that all or a part of the cost of improvements may be assessed against benefiting properties.

Three basic criteria must be satisfied before a particular parcel can be assessed. The criteria are as follows:

1. The land must have received special benefit from the improvement.
2. The amount of the assessment must not exceed the special benefit.
3. The assessment must be uniform in relation to the same class of property within the assessment area.

It is important to recognize that the actual cost of extending an improvement past or through a particular parcel is not the controlling factor in determining the amount to be assessed. However, in many cases the method for assigning the value of the benefit received by the improvement, and therefore the amount to be assessed, will focus on calculating the proportionate cost of providing the improvement, provided the cost does not exceed the increase in property market value resulting from the improvement. The entire project shall be considered as a whole for the purpose of calculating and computing an assessment rate. In the event City staff has doubt as to whether the costs of the project may exceed the special benefits to the property, the City Council may obtain such appraisals as may be necessary to support the proposed assessment.

The assessment policy is intended to serve as a guide for a systematic assessment process in the City. There may be exceptions to the policy or unique circumstances or situations that may require special consideration and discretion by City staff and the City Council.

SECTION 2. IMPROVEMENTS AND MAINTENANCE COSTS ELIGIBLE FOR SPECIAL ASSESSMENT.

Subd. 1. Public improvements, and related acquisition, construction, extension, and maintenance of such improvements, authorized by Minnesota Statutes, Sections 429.021 and 459.14, subd. 7, that are eligible for special assessment within the City include the following:

1. Streets, sidewalks, pavement, curbs and gutters, including the beautification thereof.
2. Parking lots.
3. Water works systems and appurtenances, within and without the corporate limits.
4. Sanitary sewer and storm sewer systems including appurtenances, within and without the corporate limits.
5. Street boulevard trees.
6. Street lights, street lighting systems and special lighting systems.
7. Steam heating mains.
8. Parks, playgrounds, and recreational facilities, including the purchase of equipment, within or without the corporate limits.
9. Abatement of nuisances, including but not limited to, draining and filling swamps, marshes, and ponds on public and private property.
10. Dikes and other flood control works.
11. Retaining walls and area walls.
12. A pedestrian skyway system upon a petition pursuant to section 429.031, subdivision 3.
13. Underground pedestrian concourses.
14. Public malls, plazas or courtyards.
15. District heating systems.
16. Fire protection systems in existing buildings upon a petition pursuant to section 429.031, subdivision 3.
17. Highway sound barriers.
18. Gas and electric distribution facilities.

Subd. 2. The City is also authorized by ordinance adopted pursuant to Minnesota Statutes Section 429.101 to recover, through special assessment, certain costs, including the following:

1. Snow, ice, or rubbish removal from sidewalks.
2. Weed elimination from streets or private property.
3. Removal or elimination of public health or safety hazards from private property excluding any structure included under the provisions of Minnesota Statutes, sections 463.15 to 463.26.
4. Installation or repair of water service lines, street sprinkling, sweeping, or other dust treatment of streets.
5. The trimming and care of trees and the removal of unsound trees from any street.
6. The treatment and removal of insect infested or diseased trees on private property.
7. The repair of sidewalks and alleys.
8. The operation of a street lighting system.
9. The operation and maintenance of a fire protection or a pedestrian skyway system.

SECTION 3. INITIATION OF PUBLIC IMPROVEMENT PROJECTS.

Public improvement projects can be initiated in the following ways.

1. Public improvement projects may be initiated by petition of owners of not less than 50% in frontage of the property abutting the proposed improvement in accordance with the provisions of Section 8.4.2 of the City Charter.

2. Public improvements also may be initiated by the City Council when, in its judgment, such action is required and is in accordance with the provisions of Chapter 8 of the City Charter.

3. A resolution ordering any improvements initiated by the Council requires a four-fifths majority vote of all members of the Council. A resolution ordering any improvements petitioned for by owners of not less than 50% of abutting property owners requires a majority vote of all members of the Council. A resolution ordering any improvements initiated by all owners of abutting property, and assessing the entire cost against their property, may be adopted without a public hearing. The Council may consider the request of a Developer to construct the improvements and assess them.

SECTION 4. PUBLIC IMPROVEMENT PROCEDURE.

The following is the general procedure followed by the City Council for all public improvement projects from initiation of such a project through certification of the assessment roll to the County Auditor. Formats for the various reports and resolutions referenced in this section are made a part of the policies and procedures of the City**. Applicable state law and City Charter provisions take precedence over the following general procedure.**

1. Staff reviews the petition or Developer's request for submission to Council.
2. Council accepts or rejects the petition or request. If based upon a petition, the Council adopts a resolution declaring whether the required percentage of property owners signed the petition. If the petition or request is accepted, Council orders the preparation of a feasibility report.
3. Staff prepares the feasibility report. The report shall preliminarily evaluate whether the proposed improvement is necessary, cost-effective, and feasible and whether it should be made as proposed or in conjunction with another project. The report shall include an estimate of the cost of the improvement as proposed. Council may refer the report to the Planning and Zoning Commission.
4. Council accepts or rejects the feasibility report. If accepted, Council orders a public hearing on the improvements.
5. Staff posts and publishes the hearing notice and mails notices to affected property owners as provided in Minn. Stat. § 429.031(a).
6. Council conducts a public hearing.
7. Within six (6) months of the hearing date, but no sooner than sixty (60) days after per City Charter § 8.4.1, Council adopts or rejects a resolution ordering the improvement to be constructed and advertisement of bids. If adopted, staff prepares final plans, advertises for and opens bids as provided in Minn. Stat. § 429.041, prepares a bid tabulation, makes a recommendation to City Council for award, and prepares a proposed assessment roll. Bonds to finance project costs may be issued at any time after the improvements are ordered.

8. Council reviews the proposed assessment roll and orders an assessment hearing.
9. Staff publishes a hearing notice and mails notice of the hearing date and proposed assessments to the affected property owners as provided in Minn. Stat. § 429.061.
10. Council conducts the assessment hearing and adopts, revises, or rejects the resolution determining the amount of the total expense the City will pay, if any, and establishing the assessment roll. If adopted, Council authorizes certification of the assessment to the County Auditor.
11. Council awards contracts based on the bids received.
12. Staff certifies the assessment roll to the County Auditor.
13. Staff supervises construction and prepares payments.

SECTION 5. FINANCING OF PUBLIC IMPROVEMENTS.

The City encourages public improvement projects when the area benefiting and needing such improvements develop. Examples of this policy can be seen through the subdivision regulations, zoning ordinance, and building codes. Developers are required to provide the needed improvements and services before development occurs, thereby avoiding unexpected hardships on the property owners purchasing such property and the general public. However, it is recognized that certain areas of the City have developed without all needed public improvements (e.g. parks, water, sewer, and street improvements) and that methods must be found to provide these improvements without causing undue hardships on the general public or the individual property owners.

Special assessments are generally accepted as a means by which areas can obtain improvements or services; however, the method of financing assessment is a critical factor to both the City and the property owner. Full project costs spread over a very short term can cause an undue hardship on the property owner and, likewise, city costs and systems costs spread over a long period of time can cause an undue hardship on the City.

It is the policy of the City to not defer assessments except in cases where hardship to senior citizens 65 years of age or older, or persons retired by virtue of a permanent and total disability, would result. Also, the City Council may elect to defer assessments on undeveloped land for a specified length of time or until the lands are developed. Terms and conditions of any such deferral will be established in the resolution adopting the assessments.

SECTION 6. GENERAL ASSESSMENT POLICIES APPLICABLE TO ALL TYPES OF IMPROVEMENTS.

The cost of any improvement shall be assessed based upon benefits received. The following general principles shall be used as a basis of the City's assessment policy:

1. **Project Cost.** The "project cost" of an improvement includes the costs of all necessary construction work required to accomplish the improvement (direct costs), plus engineering, legal, administrative, financing and other contingent costs, including acquisition of right-of-way and other property (indirect costs). The finance charges include all costs of financing the project. These costs include, but are not limited to, financial consultant's fees, bond rating agency fee, bond attorney's fees, and capitalized interest. The interest charged to the project shall be included as financing charges.

2. **City Cost.** The "city cost" of an improvement is the amount of the total improvement expense the City will pay as determined by Council resolution. Where the project cost of an improvement is not entirely attributed to the need for service to the area served by the improvement, or where unusual conditions beyond the control of the owners of the property in the area served by the improvement would result in an inequitable distribution of special assessments, or for any other reason determined by the City, the City, through the use of other funds, may pay such "city cost."
3. **Assessable Cost.** The "assessable cost" of an improvement is equal to the "project cost" minus the "city cost."
4. **Interest.** The City will charge interest on special assessments at a rate specified in the resolution approving the assessment roll. If bonds were sold to finance the improvement project, the interest rate shall be equal to the interest rate of the bonds plus 2% (2% above bond rate), rounded to the nearest quarter of a percent. If no bonds were sold, the interest rate shall be set at the U.S. Treasury rate (10-year for 10 year assessment; 15-Year for 15 year assessment) plus 2 percentage points.
5. **Prepayment.** Property owners may pay their assessments in full, interest free, for a period of 30 days after the assessment hearing. After such period interest shall be computed from the date specified in the assessment resolution. The City will transmit a certified duplicate of the assessment roll with each installment, including interest, to the County Auditor, or in lieu of such certification, annually certify to the County Auditor by November 30 in each year, the total amount of installments of and interest on assessments on each parcel that are to become due in the following year.
6. **Extensions.** Where an improvement is designed for service of an area beyond that receiving the initial benefit, the City may pay for increased project costs due to such provisions for future service extensions. The City will levy assessments to cover this cost when a new improvement is installed as an extension of the existing improvement upon identification of such additional amount in the notice of hearing for the extensions or new improvements. As an alternative, the City may assess these costs to the area of future extension immediately based on the value of benefit received.
7. **Project Assistance.** If the City receives financial assistance from the Federal Government, the State of Minnesota, the County, or from any other source to defray a portion of the costs of a given improvement, such aid will be used first to reduce the "city cost" of the improvement. If the financial assistance received is greater than the "city cost," the remainder of the aid will be placed in the Public Improvement Revolving Fund to be applied towards other City projects.
8. **Assessable Property.** Property owned by the City and other political subdivisions including municipal building sites, parks and playgrounds, but not including public streets, alleys, and right-of-way, shall be regarded as being assessable on the same basis as if such property was privately owned. Private right-of-way shall be assessable.
9. **Individual Benefits.** The City may construct improvements specifically designed for or shown to be of benefit solely to one or more properties. The costs for these improvements will be assessed directly to such properties, and not included in the assessments for the remainder of the project. An example would be utility service lines running from the main lines to the property.
10. **Benefit Appraisals.** In the event that City staff has doubt as to whether the proposed assessments exceed the special benefits to the property(ies) in question, the City Council may order benefit appraisals or benefit appraisal consultations as deemed necessary to support the proposed assessments. As a general rule, benefit appraisals or benefit appraisal consultations may be ordered when the proposed assessment exceeds $5,000 for a standard city street

reconstruction project on a residential lot, or $20,000 per acre for commercial or industrial property.

11. **Condemnation Awards.** A property owner may elect to offset special assessments against condemnation awards. In such case, the property owner must execute an agreement (Net Assessment Agreement) with the City.
12. **Subgrade Corrections.** All costs relative to subgrade soil corrections deemed necessary to construct or reconstruct City streets will be considered a "city cost" and will not be assessed.
13. **Rural to Urban Conversion.** All costs relative to converting an existing rural street section to an urban street section by filling roadside drainage ditches and adding curb and gutter and storm sewer will be considered a "city cost" and will not be assessed.
14. **Oversizing.** All costs relative to oversizing an existing City street by increasing the width of the street and/or the load carrying capacity of the pavement section will be considered a "city cost" and will not be assessed.

SECTION 7. METHODS OF ASSESSMENT.

Subd. 1. General Statement. There are three different methods of assessment: adjusted front footage, area, and per lot. The feasibility report will recommend one or a combination of these methods for each project, based upon which method would best reflect the benefit received for the area to be assessed. The City Council will select the preferred method of calculating the assessments along with other applicable assessment criteria.

Subd. 2. Policy Statement. The following methods of assessment, as described and defined below, are hereby established as the preferred methods of assessment in the City.

A. "Adjusted Front Footage" Method of Assessment.

The "adjusted front footage" method of assessment is based on the quotient of the "assessable cost" divided by the total assessable frontage benefiting from the improvement. This method is typically applied to commercial, industrial, and multi-family residential properties. For the purpose of determining the "assessable frontage," all properties, including those owned by governmental entities, shall have their frontages included in such calculation.

The actual physical dimensions of a parcel abutting an improvement (i.e., street, sewer, water, etc.) shall not be construed as the frontage utilized to calculate the assessment for a particular parcel. Rather, an "adjusted front footage" will be determined. The purpose of this method is to equalize assessment calculations for lots of similar size. Individual parcels by their very nature differ considerably in shape and area. The following procedures will apply when calculating adjusted front footage. The selection of the appropriate procedure will be determined by the specified configuration of the parcel. All measurements will be scaled from available plat and section maps and will be rounded down to the nearest foot dimension with any excess fraction deleted.

1. *Rectangular Interior Lots.* The rectangular lot is defined as having no more than 2 feet of difference between the front and rear lot lines. The adjusted front footage is the actual front footage of the lot. For rectangular lots whose frontage is greater than its depth, the "odd shaped lot" method shall be used.

2. *Odd Shaped Lots.* For odd shaped lots such as exist on cul-de-sacs and curved streets where there is more than 2 feet of difference between the front and rear lot lines, and where the lots frontage is greater than its depth, the "odd shaped lot" method of determining the adjusted front footage shall be used. The adjusted front footage shall be computed by dividing the area of the lot by 12,000 square feet to determine the equivalent number of front footage units in the parcel. The number of units multiplied by 65 feet will give the adjusted front footage.

3. *Corner Lot Adjustment.* For street and trail assessments, the short side will be assessed the actual front footage. The long side will be assessed one-half the actual side footage. Sanitary sewer and watermain will only be assessed on the short side of a corner lot.

4. *Zonal Assessment.* When the street along the long side of a corner lot is improved, the cost shall be assessed equally to all lots within ½ block in each direction of the street improved. This method may be selected rather than the "corner lot adjustment".

5. *Double Fronting Lots.* When a lot has frontage on two streets, the lot is subject to assessments for improvements to both streets, consistent with this policy, regardless of the timing of the improvements.

B. "Area" Method of Assessment.

The "area" method of assessment is based on the number of square feet or acres within the boundaries of the appropriate property lines of the parcels benefiting from the project. This method is most often applied to commercial and industrial lots. The assessment rate (i.e., cost per square foot) shall be calculated by dividing the total assessable cost by the total assessable area. On large lots, the City Engineer may determine that only a portion of the lots receives the benefit and may select a lot depth for the calculations equal to the benefit received.

All properties included in the benefited area, including those owned by governmental entities, churches, etc., shall be assessable. The following items may not be included in area calculations: public right-of-ways, and natural waterways, swamps and lakes and other wetlands designated by the Minnesota Department of Natural Resources or the City. The City Engineer will make a recommendation on the boundaries or parameters of the benefited area in the feasibility report.

C. "Per Lot" Method of Assessment.

The "per lot" method of assessment is based on equal assessment of all lots within the benefited area. This method is typically applied to single-family residential lots with similar sizes and configurations. The "assessment per lot" shall be the quotient of the "assessable cost" divided by the total assessable lots or parcels benefiting from the improvement. For the purpose of determining the "lots" or "parcels" all parcels, including those owned by governmental entities, shall be included in such calculations.

SECTION 8. STANDARDS FOR PUBLIC IMPROVEMENT PROJECTS.

The following standards are hereby established by the City to provide a uniform guide for improvements within the City.

A. Surface Improvements

Surface improvements shall normally include all improvements visible on or above the ground within the right-of-way, and include, but are not limited to, trees, lighting, sidewalks, trails, signing, street and accessory improvements such as drainage ponds and facilities, parking lots, parks and playgrounds. Surface improvements shall also normally include aggregate or granular base materials for bituminous and concrete pavements.

Policy Statement. Prior to construction or completion of surface improvements, all utilities and utility service lines (including sanitary sewers, storm sewers, water lines, gas and electric service) shall be installed to all planned service locations such as residences or buildings.

When practicable, no surface improvements to less than both sides of a full block of street shall be approved except as necessary to complete partially completed improvements initiated previously. Concrete or bituminous curbing, or concrete curb and gutter, shall be installed at the same time as street surfacing.

B. Sub-Surface Improvements

Sub-surface improvements shall normally include such items as water distribution, sanitary sewer and storm sewer lines and appurtenant infrastructure, and electric and gas utilities.

Main lines are the publicly owned and maintained lines or facilities such as trunk lines, interceptors, mains, and laterals. Service lines are those privately owned lines or facilities extending from the main line to the property line.

Policy Statement. Sub-surface improvements shall be made to serve current and projected land use. All installations shall conform to applicable standards established by local, state and/or federal agencies of competent jurisdiction. All installations shall also comply, to the maximum extent feasible, with nationally recognized standards such as those of the American Insurance Association.

Service lines from the lateral or trunk utility to the property line of all planned service locations such as residences or buildings on properties whose owner has requested service shall be installed in conjunction with the construction of the mains.

C. Subgrade Improvements

Subgrade improvements shall normally include such items as subgrade corrections (removing layers/pockets of unsuitable soils and replacing them with aggregate base, select granular material, or other more suitable soils) and installation of geotextile fabrics.

Policy Statement. Prior to construction or completion of subgrade improvements, all utilities and utility service lines (including sanitary sewers, storm sewers, water lines, gas and electric service) shall be installed to all planned service locations such as residences or buildings.

SECTION 9. POLICIES OF REASSESSMENT.

The City shall design public improvements to last for a definite period. The life expectancy or service life shall be as stated in the policy statement of this section, or if different, shall be as stated in the resolution ordering improvement and preparation of plans.

Policy Statement

The following are the "life expectancies" or "service lives" of public improvements except as may be otherwise stated in the resolution ordering improvement and preparation of plans.

1. Sidewalks and Trails – 30 years.
2. Street improvements, including surfacing and curb and gutter – 60 years.
3. Ornamental street lighting – 30 years.
4. Water Mains – 60 years.
5. Sanitary Sewers – 60 years.
6. Storm Sewers – 60 years.

SECTION 10. ASSESSMENT COMPUTATIONS.

The following is the typical city assessment for various specified improvements. The City Council reserves the right to vary from the following computations when conditions warrant. All computations are subject to the criteria set forth in Section 1.

A. Street and Curb and Gutter Improvements

1. ***New Construction.*** New streets are assessed 100% to the abutting benefited properties. Street and curb and gutter improvements will normally be assessed by the adjusted front footage method for commercial, industrial and multi-family residential properties, or by the per lot method for single-family residential properties, however other methods including the area method may be utilized if conditions warrant. Cost of construction of streets shall be assessed based on the minimum design of 7-ton axle load in residential areas and 9-ton axle load in commercial and industrial areas. Oversizing costs that are incurred in excess of the above may be paid by: (1) State funds, (2) larger assessment rates to other benefited properties, (3) general obligation funds, or (4) any other method or combination of methods authorized by the City Council.
2. ***Reconstruction and Overlays.*** Street reconstructions and overlays, including the associated removal and replacement of curb and gutter, are assessed 25% to the abutting benefited properties or as otherwise determined by Council ordered benefit appraisals.
3. ***Gravel Streets.*** Upgrading existing gravel streets by adding pavement, curb and gutter, and storm sewer are assessed 50% to the abutting benefited properties or as otherwise determined by Council ordered benefit appraisals.
4. ***Seal Coats.*** Sealcoats are not assessed.
5. ***Alleys.*** Upgrading existing gravel alleys by adding pavement is assessed 50% to all lots abutting on the alley in the block being improved or as otherwise determined by Council ordered benefit appraisals. Reconstructing existing paved alleys is 25% assessed to all lots abutting on the alley or as otherwise determined by Council ordered benefit appraisals.

B. Sidewalks and Trails

1. ***New Construction.*** New sidewalks and trails are not assessed to the abutting property on which the sidewalk is located, but rather are funded 100% by the City. In new subdivisions, the City will require the developer to finance sidewalk and trail improvements rather than assessing the cost.
2. ***Reconstruction.*** Replacement sidewalks are assessed 25% to the abutting property owner and 75% City funded.

C. Storm Sewer Improvements

Storm sewers are assessed on a project-by-project basis. Storm sewers in new subdivisions are considered an assessable improvement on an area basis.

Oversizing costs due to larger mains and larger appurtenances are paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area storm sewer charges are levied to all unplatted property at the time of platting, to re-plats that have not been charged trunk area charges when the land was originally platted, and to re-plats that have been charged trunk area charges when the land was originally platted but where the use is increasing (only the cost difference based on current and prior use is charged). The charges will be set in the annual fee schedule approved by the City Council.

Normally, storm sewers are assessed on an area basis (square foot or acres), but in certain situations the per lot method or adjusted front footage method may be utilized at the City Council's discretion.

The replacement of existing storm sewers is paid for entirely through the Stormwater Utility Fund.

D. Sanitary Sewer Assessments

Assessments for sanitary sewer in residential areas are based upon the cost of construction of 8-inch mains, which is the smallest size installed in residential areas of the City. Assessments for sanitary sewers in commercial and industrial areas are based upon a standard size of 12-inch mains. Sanitary sewer assessments must conform to Chapter 8 of the City Charter.

Oversizing costs due to larger mains and larger appurtenances will be paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area sanitary sewer charges shall be levied on all un-platted property at the time of platting and on re-plats that have not been charged trunk area charges when the land was originally platted. The charges will be set in the annual fee schedule approved by the City Council. Services installed to individual properties are assessed to the benefiting property as allowed under Chapter 8 of the City Charter.

Normally, sanitary sewers are assessed on an area basis (square foot or acres), but in certain situations the per lot method or adjusted front footage method may be utilized at the City Council's discretion.

Lateral benefit from major trunk sewers or interceptors is assessed to the properties benefited by the sewer. Any oversizing cost is assessed as described above.

The replacement of existing sewers is funded entirely by the City through the sewer enterprise funds.

Individual sanitary sewer service lines installed directly to specified properties are fully assessed directly to the benefited properties. Properties that have existing private sanitary services, but do not have mainline sewers adjacent to, across or abutting their property lines pay 0% of the assessment rate for the new mainline sanitary sewer, and 100% of the cost associated with replacing the service lines.

Any existing sanitary sewer service lines found to be defective as part of a project are replaced as part of the project and are assessed to the benefiting property as allowed under Chapter 8 of the City Charter.

Property owners electing to connect to City sewer during street reconstruction projects will receive a credit to offset those costs that would have been incurred by the City to reconstruct the street and boulevard after connecting to City sewer if the street were not being reconstructed. The amount of the credit will be set in the annual fee schedule approved by the City Council. Connecting to City sewer requires a City water connection.

E. Watermain Assessments

Assessments for watermains in residential areas are based upon the cost of construction of 8-inch mains, which is the smallest size installed in residential areas of the City. Assessments for watermains in commercial and industrial areas are based upon the standard size of 12-inch mains. Watermain assessments must conform to Chapter 8 of the City Charter.

Oversizing costs due to larger mains and larger appurtenances are paid for by a combination of availability charges, user charges and/or trunk area assessment charges. Trunk area water charges shall be levied on all un-platted property at the time of platting and on re-plats that have not been charged trunk area charges when the land was originally platted. The charges will be set in the annual fee schedule approved by the City Council. Services installed to individual properties shall be fully assessed to the benefiting property.

Normally, watermains are assessed on a per lot basis, but in certain situations the area or adjusted front footage method may be utilized at the City Council's discretion.

The replacement of existing watermains is funded entirely by the City through the water enterprise funds.

Lateral benefit from major trunk watermains is assessed to properties benefited by the watermain. Lateral watermain assessments are based on the costs for an equivalent 8-inch diameter watermain for residential properties and for an equivalent 12-inch diameter watermain for commercial/industrial properties.

Individual water service lines installed directly to specified properties are fully assessed directly to the benefited properties. Properties that have existing private water services, but do not have

mainline watermains adjacent to, across or abutting their property lines pay 0% of the assessment rate for the new watermain but 100% of the cost associated with replacing their service lines.

Any existing water service lines found to be defective as part of the project, are replaced as part of the project and are assessed directly to the benefiting property as allowed under Chapter 8 of the City Charter.

Property owners electing to connect to City water during street reconstruction projects will receive a credit to offset those costs that would have been incurred by the City to reconstruct the street and boulevard after connecting to City water if the street were not being reconstructed. The amount of the credit will be set in the annual fee schedule approved by the City Council.

F. Street Boulevard Trees

All street boulevard trees installed as part of new street constructions or in reconstructing existing streets shall be included as part of the overall project costs included in the assessment calculations.

G. Street Lights

All costs for new streetlights installed as part of constructing new streets or streetlights relocated as part of reconstructing streets are included in the overall project costs and included in the assessment calculations, unless otherwise directed by the City Council. In new subdivisions, the City will require the developer to finance street light improvements rather than assessing the cost.

H. Other Improvements

Based on the City Council's determination, any other eligible improvements may be fully assessed or assessed in part.

SECTION 11. DEFERMENT OF SPECIAL ASSESSMENTS.

Subd. 1. The Council may defer the payment of any special assessment on homestead property owned by a person who is 65 years of age or older, or who is retired by virtue of permanent and total disability, and the City Clerk is hereby authorized to record the deferment of special assessments where all of the following conditions are met:

1. The applicant must apply for the deferment not later than 90 days after the assessment is adopted by the City Council.
2. The applicant must be 65 years of age or older or retired by virtue of permanent and total disability at the time the assessment is adopted.
3. The applicant must be the owner of the property.
4. The applicant must occupy the property as his or her principal place of residence.
5. The average annual payment for assessments levied against the subject property exceed one percent of the adjusted gross income of the applicant as evidenced by the applicant's most recent federal income tax return. The average annual payment of an assessment shall be the total cost of the assessment divided by the number of years over which it is spread.

Subd. 2. The deferment shall be granted for as long a period of time as the hardship exists and the conditions in subdivision 1 remain true. It shall be the duty of the applicant to notify the City Clerk of any change in his or her status that would affect eligibility for deferment.

Subd. 3. The entire amount of deferred special assessments shall be due within sixty days after loss of eligibility by the applicant. If the special assessment is not paid within the sixty (60) days, the City Clerk shall add thereto interest accruing from the first date the applicant loses eligibility at the rate as defined in section 6.4 and the total amount of principal and interest shall be certified to the County Auditor for collection with taxes the following year. Should the applicant demonstrate to the satisfaction of the Council, that full repayment of the deferred special assessment would cause the applicant particular undue financial hardship, the Council may order that the applicant pay within sixty days a sum equal to the number of installments of deferred special assessments outstanding and unpaid to date, including principal and interest, with the balance thereafter paid according to the terms and conditions of the original special assessments.

Subd. 4. The option to defer the payment of special assessments shall terminate and all amounts accumulated plus applicable interest shall become due upon the occurrence of any one of the following:

1. The death of the owner when there is no spouse who is eligible for deferment.
2. The sale, transfer or subdivision of all or any part of the property.
3. Loss of homestead status on the property.
4. Determination by the Council for any reason that immediate or partial payment would impose no hardship.

State Law References(s): Minn. Stat. § 435.193, Senior Citizens or retired & disabled persons hardship special assessment deferral.

*Original Adoption: 12/9/14 by Resolution #14-12-250
*Amended: 1/13/15 by Resolution #15-01-016 – *Section 6 - #4 Interest to reflect interest rate on bonded projects*

CHAPTER 8
PUBLIC IMPROVEMENTS AND SPECIAL ASSESSMENTS

Section 8.1 Power to Make Improvements and Levy Assessments. The city may make any type of local improvement not forbidden by law and levy special assessments to pay all or part of the cost of such local improvements. The total of the assessments for any local improvement may not exceed the cost of the local improvement, plus all costs and expenses connected therewith, including interest. No assessment shall exceed the benefit to the property assessed as measured by the increase in the market value of the property assessed as a result of the local improvement.

Section 8.2 Application of Charter. All local improvement projects shall be carried out exclusively under the provisions of this charter. The term "local improvement" as used in this Section shall mean a public improvement financed partly or wholly from special assessments.

Section 8.3 Assessments for Services. The council may provide by ordinance that the cost of the city services to streets, sidewalks, or other public or private property may be assessed against property benefited and may be collected in the same manner as special assessments.

Section 8.4 Local Improvement Procedure. When the city undertakes any local improvement to which the state local improvement code Minn. Stat. Chapter 429 applies, it shall comply with the provisions of that law, except as modified below. The council may by ordinance prescribe the procedure to be followed in making any other local improvement and levying assessments therefore.

8.4.1 Sixty Day Waiting Period. A period of sixty (60) days shall elapse after the conclusion of the public hearing required by law to precede the ordering of the construction of a local improvement project (the "Public Hearing") before the actual ordering of the local improvement by the council and the council entering into a contract for the local improvement construction.

8.4.2 Percentage of Owners Required. When the local improvement has been petitioned for by the owners of not less than 50 percent in frontage of the real property abutting on streets named in the petition as the location of the local improvement the resolution ordering the local improvement by the council may be approved by vote of a majority of all members of the council. When there has been no such petition, the resolution may be adopted only by vote of four-fifths of all members of the council.

8.4.3 Petition Against the Local Improvement. A proposed local improvement may be initiated by petition of the owners of real property abutting on the streets named in the petition. If, within thirty (30) days of the conclusion of the public hearing, a petition against such local improvement is filed with the city administrator which petition is signed by a percentage of the owners of real property abutting on the streets named in the initiating petition as the location of the improvement which percentage is greater than the percentage of owners of real property who signed the initiating petition, the council shall not make such local improvement at the expense of the abutting property owners. For purposes of the foregoing sentence, "owners of real property" shall not include owners of properties zoned for commercial or industrial uses or owners of properties zoned

residential greater than 10 acres in size based on zoning classifications in effect at the date of such petition, or owners of non-homestead real property greater than one acre in size.

8.4.4 Counter Petition in Favor of the Improvement. If within thirty (30) days of the filing with the city administrator of a petition against the local improvement as described in Section 8.4.3 above, there is filed with the city administrator a petition in favor of the local improvement, signed by owners of real property abutting on the streets named in the initiating petition as the location of the improvement, in a percentage greater than the percent of owners of real property who signed the petition against the local improvement, then in such event the council may disregard the petition against the local improvement and proceed with the local improvement.

8.4.5 Petition Against Council Initiated Improvement. If the local improvement was initiated by council resolution without an initiating petition and, within sixty (60) days of the conclusion of the public hearing, a petition is filed with the city administrator against such local improvement and which petition is signed by 60 percent or more of the owners of real property proposed to be assessed for and benefited by the local improvement, the council shall not make such local improvement at the expense of the benefited property owners. For purposes of the foregoing sentence, "owners of real property" shall not include owners of properties zoned for commercial or industrial uses or owners of properties zoned residential greater than 10 acres in size based on zoning classifications in effect at the date of such petition, or owners of non-homestead real property greater than one acre in size.

8.4.6 Withdrawal of Name from Petition. Any person whose name appears on a petition to the council in favor of a local improvement, or on a petition to the council filed against a local improvement, may withdraw his/her name by a statement in writing filed with the city administrator before such petition is presented to the council or in person at a city council meeting before the city council accepts said petition.

8.4.7 Filing of Petition with City Council. All completed petitions filed with the city administrator as described herein shall be presented to the council by the city administrator at the council's next regularly scheduled meeting.

8.4.8 One Year Before Any Further Action. When a proposed local improvement is disallowed pursuant to the petition process described in the foregoing Sections, the council shall not vote on the same improvement within a period of one year after the public hearing on said improvement.

Section 8.5 Computation of Time. Where the performance or doing of any act or matter is required by this charter, and the period of time is prescribed and fixed by this charter, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. When the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

Section 8.6 Sewer and Water Projects. This Section applies to any Local Improvement Project completed after January 1, 1996, which includes extending Urban Services (Sewer and/or Water) to an existing home or neighborhood.

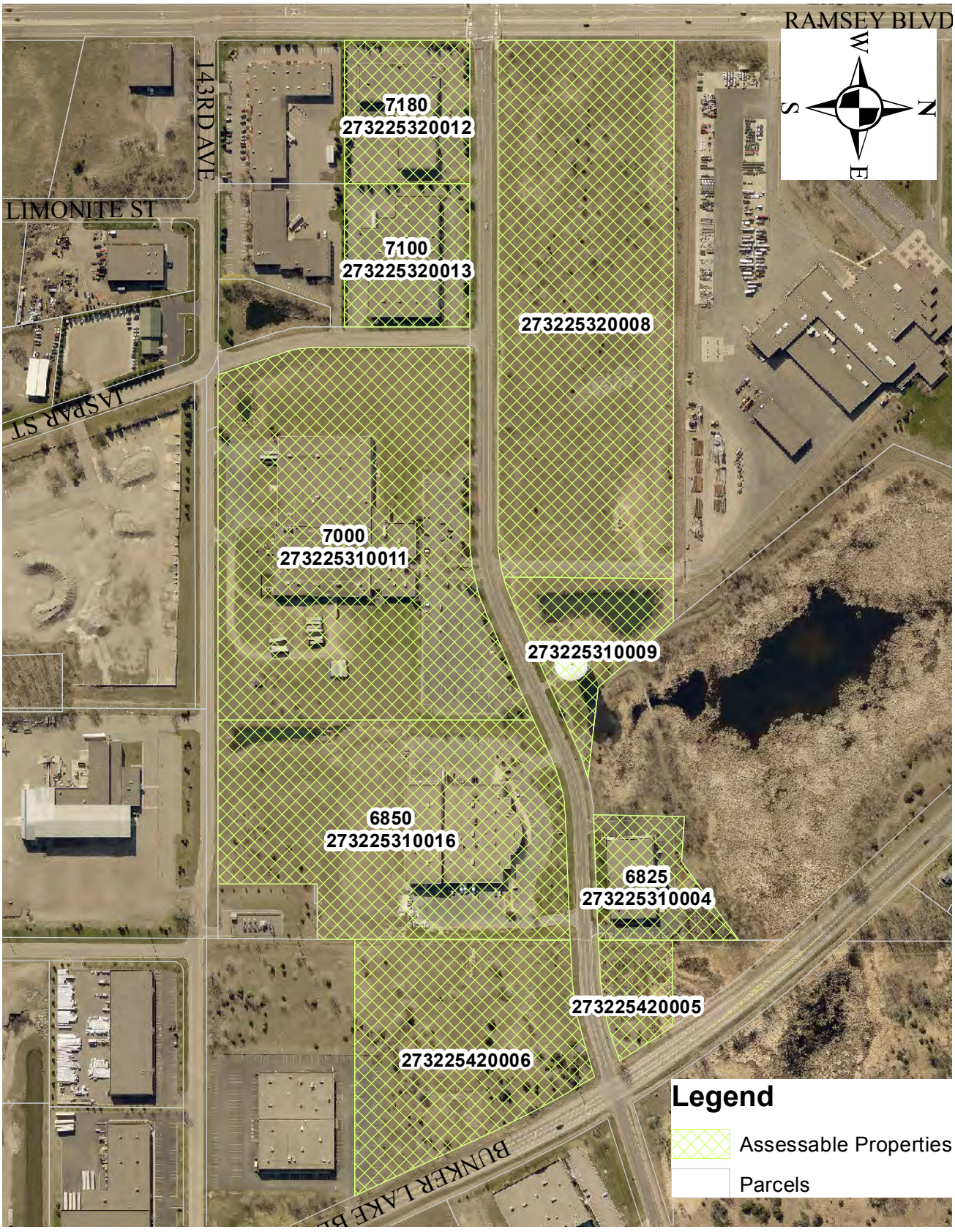
8.6.1 Connection Policy. The City may not compel any property owner with a functional private sewer and water system to connect to City Sewer and/or Water.

8.6.2 Assessment Policy. The City may not levy an assessment for any component of any project which includes Sewer and/or Water improvements against a property whose owner elects to remain on a functional private Sewer and/or Water system.

8.6.3 Request for Urban Services. Property owners who remain on private Sewer and Water systems after Urban Services become available may request connection to Urban Services at any time. Upon connection to Urban Services an assessment may be levied provided it is consistent with the original assessment.

- Section 8.1 through 8.5 amended by Ordinance #92-12 - effective January 25, 1993
- Section 8.6 added by Special Election, May 20, 1996 – effective June 20, 1996
- Section 8.4.2, 8.4.3 and 8.4.4 amended by Ordinance #06-22 – effective October 16, 2006
- Section 8.4, 8.4.2 (added) 8.4.2 made 8.4.3 – and so on, amended by Ordinance #12-08 - effective October 1, 2012
-Section 8.4.5 amended by Ordinance #14-07 – effective November 2014

SUNWOOD DRIVE
ASSESSABLE PROPERTIES
IP #17-00



FINAL ASSESSMENT MAP

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

CC Regular Session **7. 1.**

Meeting Date: 10/10/2017

Submitted For: Alec Henderson, Community Development

By: Alec Henderson, Community Development

Information

Title:

Consider Adopting Zoning Amendment Related to a Subdivision known as Lavern Estates (Project No. 17-137); Case of Joshua Peterson

Purpose/Background:

This purpose of this case is to review the Zoning Ordinance for Lavern Estates, a Minor Plat. The Plat proposes to subdivide one 36.17 acre lot into two (2) buildable lots; Lot 1 is 31.49 Acres and Lot 2 is 4.05 Acres. The submittal consisted of one (1) sheet, prepared by Carlson McCain and dated October 3, 2016. The submittal also includes a request for a Zoning Amendment and Comprehensive Plan Amendment to rezone the property from R-1 Residential (MUSA) to R-1 Residential (Rural Developing) and to re-guide the land from Low Density Residential to Rural Developing (Received July 6, 2017).

Note: The Resolution for Final Plat and Development agreement was approved on September 12, 2017. The Zoning Ordinance was Introduced on September 12, 2017 and is now eligible for adoption. The development and comprehensive plan amendment are currently being reviewed by adjacent and affected jurisdictions prior to Met Council review.

Notification:

City Staff attempted to notify all property owners within 700 feet of the Subject Property of the request via U.S. mail and published a notice of public hearing in the Anoka Union Herald, the City's official newspaper.

Observations/Alternatives:

This case is being reviewed per City Code Section 117-111 entitled R-1 Residential District and Chapter 117, Article III entitled Subdivisions. The Minor Plat proposes creating an additional buildable lot with one proposed home from the parcel at 7009 175th ave NW 55303.

Comprehensive Plan:

The Subject Property is currently guided as Low Density Residential by the Comprehensive Plan. The intent of the LDR land use designation is to allow for the construction of single-family dwellings with access to municipal sewer and water. The two (2) lot Sketch Plan proposes to use well and septic. This will require a Comprehensive Plan Amendment to re-guide the Subject Property as Rural Developing to allow for well and septic.

Zoning:

The Subject Property is currently zoned as R-1 Residential (MUSA), which would allow a net density of up to three (3) units per acre and a minimum lot size of 10,800 square feet. The proposed zoning for the Final Plat is R-1 Residential (Rural Developing). This allows for the development of single family, detached dwellings with a density of one (1) unit per 2.5 acres. As proposed the project would require a Zoning Amendment to rezone the

property to R-1 Residential (Rural Developing). The proposed density of the project is .06 lots per acre.

Staff notes the Comprehensive Plan Amendment and Zoning Amendment should be applied to all parcels with those same designations lying west of Nowthen Blvd and north of 175th Ave (the "Subject Area"). The submittal did include responses to an advisory petition with some adjacent property owners supporting both of these aspects of the request.

Dimensional/ Bulk Standards:
The Developer must demonstrate compliance with the bulk standards of the R-1 Residential (Rural Developing) district, based on the request for a Zoning and Comprehensive Plan Amendment. The Final Plat appears to comply with the standards specified for this zoning district.

Wetlands:
There are wetlands on the Subject Property that have been delineated. The Lower Rum River Watershed Management Organization (LRRWMO) has approved a wetland delineation regarding both wetland boundaries and types for the property. It appears all wetland setbacks meet the minimum 16.5 feet and are encumbered by drainage and utility easements.

Floodplain:
Floodplain areas exist within the project are. They are categorized as General Floodplain or Undetermined A Zones, which means that the Base Flood Elevation (BFE) has not been modeled. It does appear that the floodplain boundary is similar to the wetland boundary.

Density Transition:
As proposed, the development is not subject to density transitioning standards outlined in City Code Section 117-110.

Streets and Access:
At this time, no new streets have been proposed. Both lots would gain access from 175th Ave NW through a shared access easement.

Sidewalks/Trails:
The Planned Transportation System within the 2030 Comprehensive Plan identifies a proposed Trail along 175th Ave NW. A Trail Easement should be considered as part of the approval of the Final Plat.

Grading and Drainage:
It does not appear that any grading activity is proposed with this project. If more than one (1) acre of land will be disturbed, a permit from the LRRWMO will be required.

Landscaping:
The plan does not show proposed removed trees. Each buildable lot is subject to the City's topsoil requirement.

Tree Preservation:
At this time, Tree Inventory and Protection plan is not required as it does not appear that any improvements are presently proposed.

Development Fees:
Development Fees will be due with the Plat on lot 1 (lot 2 would be exempt as there is already an existing dwelling on the property) including, but not limited to, Park Dedication, Trail Development, and Storm Water Management. These fees are collected at the time the Final Plat is recorded.

Development Agreement:
An executed Development Agreement will be required prior to releasing the plat for recording. An engineer's estimate for public improvements will be required with the submitted final plat. As proposed, there are no public improvements.

Funding Source:

All costs associated with processing the Application are the responsibility of the Applicant. There are no City Funds proposed to be utilized for the construction of this project.

Recommendation:

Planning Commission voiced general support of the Minor Plat at the August 3, 2017 meeting and recommended approval of the Comprehensive Plan and Zoning Amendments.

City Council also voiced general support for the Minor Plat and approved the Final Plat, Development Agreement and authorized staff to submit a Comprehensive Plan Amendment and supporting materials to the Met Council on September 12, 2017 (see attached minutes).

Action:

Motion to waive the charter requirement to read the ordinance aloud and to adopt Ordinance #17-11 rezoning the Subject Area (generally North of 175th Ave NW and West of Nowthen Blvd) from R-1 Residential (MUSA) to R-1 Residential (Rural Developing).

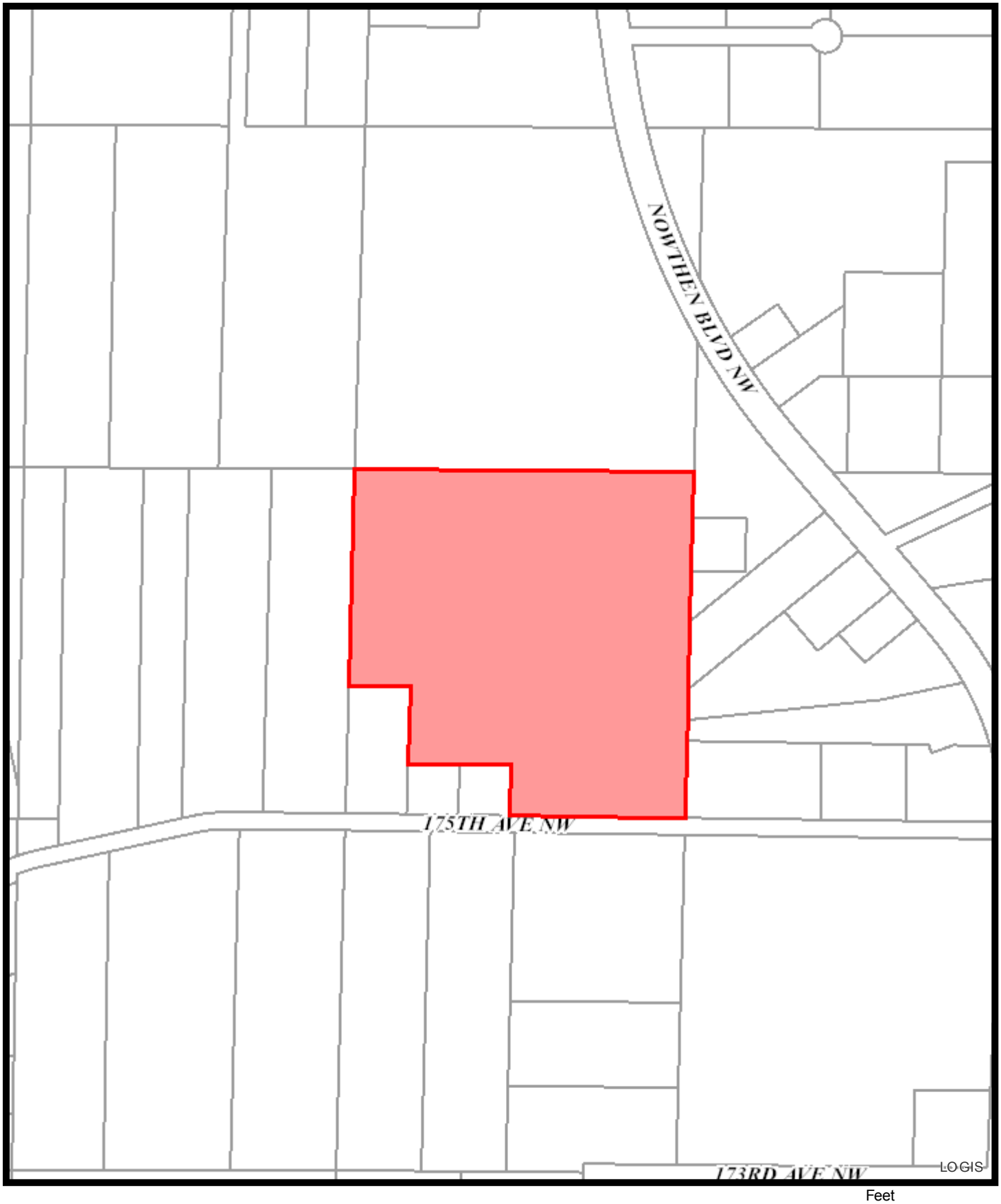
Attachments

Site Location
Plan Sheet
Plat Sheet
Shared Access Easement Exhibit
Updated Planning Tech Review
Advisory Petition for Rezoning Area
Zoning Amendment Area
Planning Commission Meeting Minutes Dated August 3, 2017
City Council Meeting Minutes Dated September 12, 2017
Ord. #17-11

Form Review

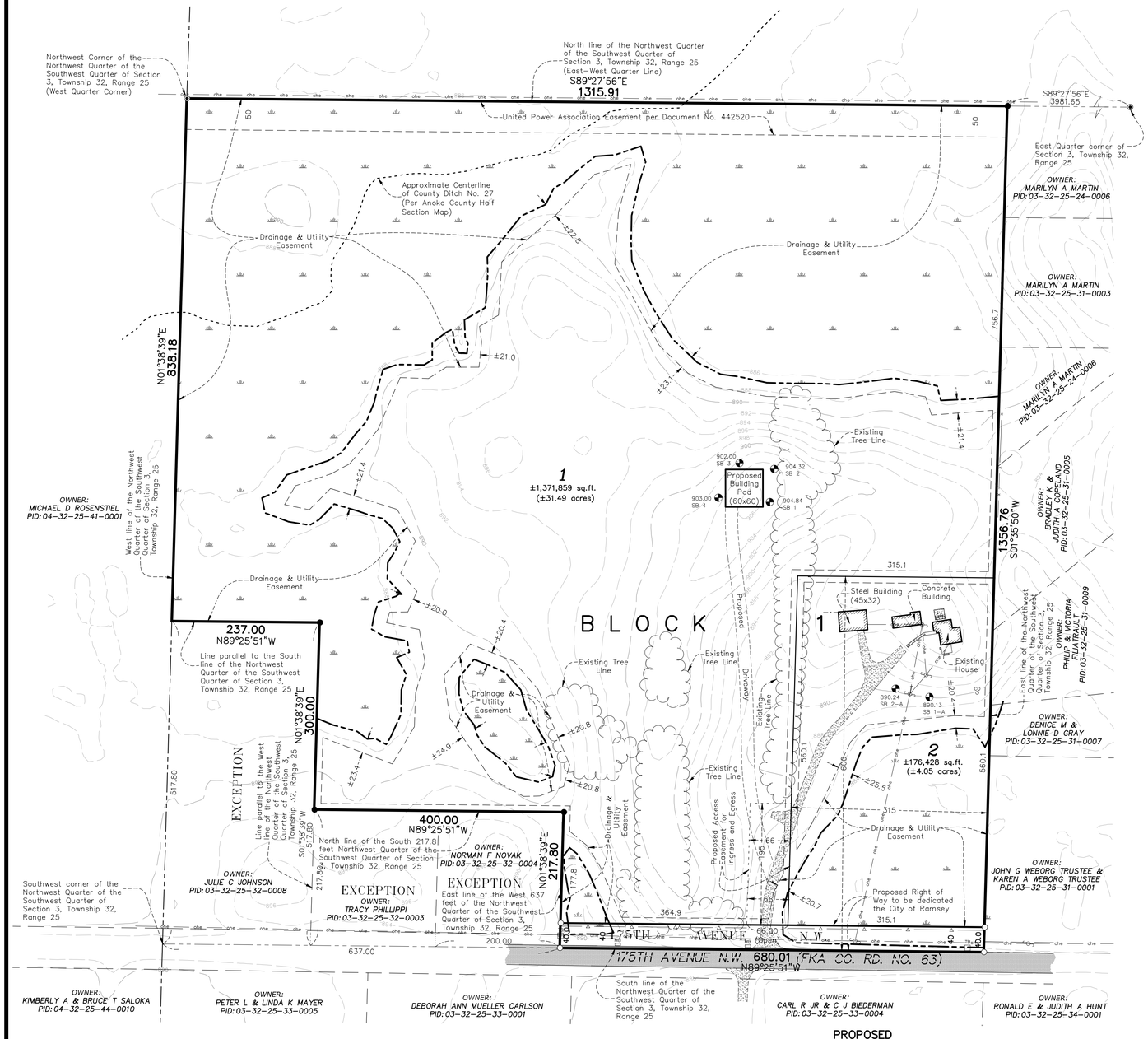
Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	10/05/2017 11:50 AM
Kurt Ulrich	Kurt Ulrich	10/05/2017 01:18 PM
Form Started By: Alec Henderson		Started On: 09/22/2017 01:24 PM
Final Approval Date: 10/05/2017		

Site Location Map



Print Date: July 7, 2017

LAVERN ESTATES



PARCEL DESCRIPTION: (Per Schedule A of Title Commitment No. CC-1511-1355, with a commitment date of February 10, 2016 prepared by Liberty Title Inc. as issuing agent for Old Republic National Title Insurance Company)

Parcel 1:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 32, Range 25, Anoka County, Minnesota, EXCEPT the following described tracts:

1.) Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 517.8 feet; thence East along a line parallel to the South line of said Northwest Quarter of the Southwest Quarter a distance of 237 feet; thence South along a line parallel to the West line of said Northwest Quarter of the Southwest Quarter a distance of 517.8 feet and to the South line of said Northwest Quarter of the Southwest Quarter; thence West along said South line of said Northwest Quarter of the Southwest Quarter to the point of commencement and there to terminate.

2.) The East 200 feet of the West 437 feet of the South 217.8 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 32, Range 25, as measured along the South and West lines of said Northwest Quarter of the Southwest Quarter.

3.) The East 200 feet of the West 637 feet of the South 217.8 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 32, Range 25 as measured along the South and West lines of said Northwest Quarter of the Southwest Quarter.

(Abstract Property)

GENERAL NOTES:

1. The field work for this survey was completed on September 30, 2016.
2. Bearings shown hereon are based on the North line of the Northwest Quarter of the Southwest Quarter (East-West Quarter Line) of Section 3, Township 32, Range 25, which is assumed to bear S89°27'56"E.
3. BENCHMARK: Railroad spike in Power Pole No. 63451 at the intersection of Green Valley Road (Co. Rd. No. 63) and Nowthen Blvd N.W (C.S.A.H. No. 5. Elevation=896.62 (NGVD 29)
4. Surveyed property address – Per the Title Commitment listed above, the address is: 7009 175th Avenue N.W., Ramsey, MN 55303
5. Surveyed property contains ±1,575,487 sq.ft. (±36.17 acres).
6. Wetlands shown hereon were delineated by Kjolhaug Environmental Services Company in 2016.
7. The proposed driveway location shown is approximate. When the actual driveway is constructed, construction traffic should use this new driveway.

SITE DATA

TOTAL SITE AREA	±36.17 AC.
TOTAL ROW AREA	±0.63 AC.
TOTAL LOT AREA	±35.54 AC.
LOT 1	±31.49 AC.
LOT 2	±4.05 AC.
TOTAL NUMBER OF LOTS	2
GROSS DENSITY	0.06 LOTS/AC.
NET DENSITY	0.06 LOTS/AC.
EXISTING ZONING	R1 (MUSA)
PROPOSED ZONING	R1 (RURAL DEVELOPING)

MINIMUM SETBACK DATA:

FRONT	40 FT.
SIDE (GARAGE)	10 FT.
SIDE (HOUSE)	10 FT.
SIDE CORNER	40 FT.
REAR SETBACK	40 FT.

PROPOSED ACCESS EASEMENT

An easement lying over, under, and across, the East 66.00 feet of the most southerly 195.00 feet of Lot 1, Block 1, LAVERN ESTATES, according to the recorded plat thereof, Anoka County, Minnesota.

OWNER

YOU WISH YOU HAD THIS LAND L.L.C.
2520 COON RAPIDS BLVD, SUITE 100
COON RAPIDS, MN 55433
PHONE: 612-290-6266

LEGEND

- – Denotes Anoka County Monument, as noted
- – Denotes Found Monument
- – Denotes Set Iron Pipe, Marked with RLS 40361
- – Denotes Cleanout
- – Denotes Utility Pole
- – Denotes Mail Box
- – Denotes Soil Boring
- – Denotes Guy Wire
- – Denotes Telephone Box
- – Denotes Overhead Electric
- – Denotes Existing Fence as noted
- – Denotes Gravel Area
- – Denotes Concrete Surface
- – Denotes Bituminous Surface
- – Denotes Existing 2 Ft. Contour
- – Denotes Existing 10 Ft. Contour
- – Denotes Restricted Access to be dedicated to the City of Ramsey

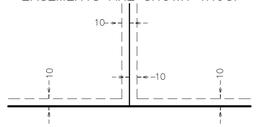
N

0 50 100 200
(SCALE IN FEET)

CALL BEFORE YOU DIG

811 Know what's below. Call before you dig.

PROPOSED DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



being 10 feet in width, and adjoining side lot lines, right of way lines, and rear lot lines unless otherwise shown on this plat.

Carlson McCain
ENVIRONMENTAL - ENGINEERING - SURVEYING
3890 Pheasant Ridge Drive NE,
Suite 100, Blaine, MN 55449
Phone: 763-489-7900 Fax: 763-489-7959

SKETCH PLAN

LAVERN ESTATES
Ramsey, Minnesota

YOU WISH YOU HAD THIS LAND L.L.C.
2520 Coon Rapids Blvd, Suite 100
Coon Rapids, MN 55433

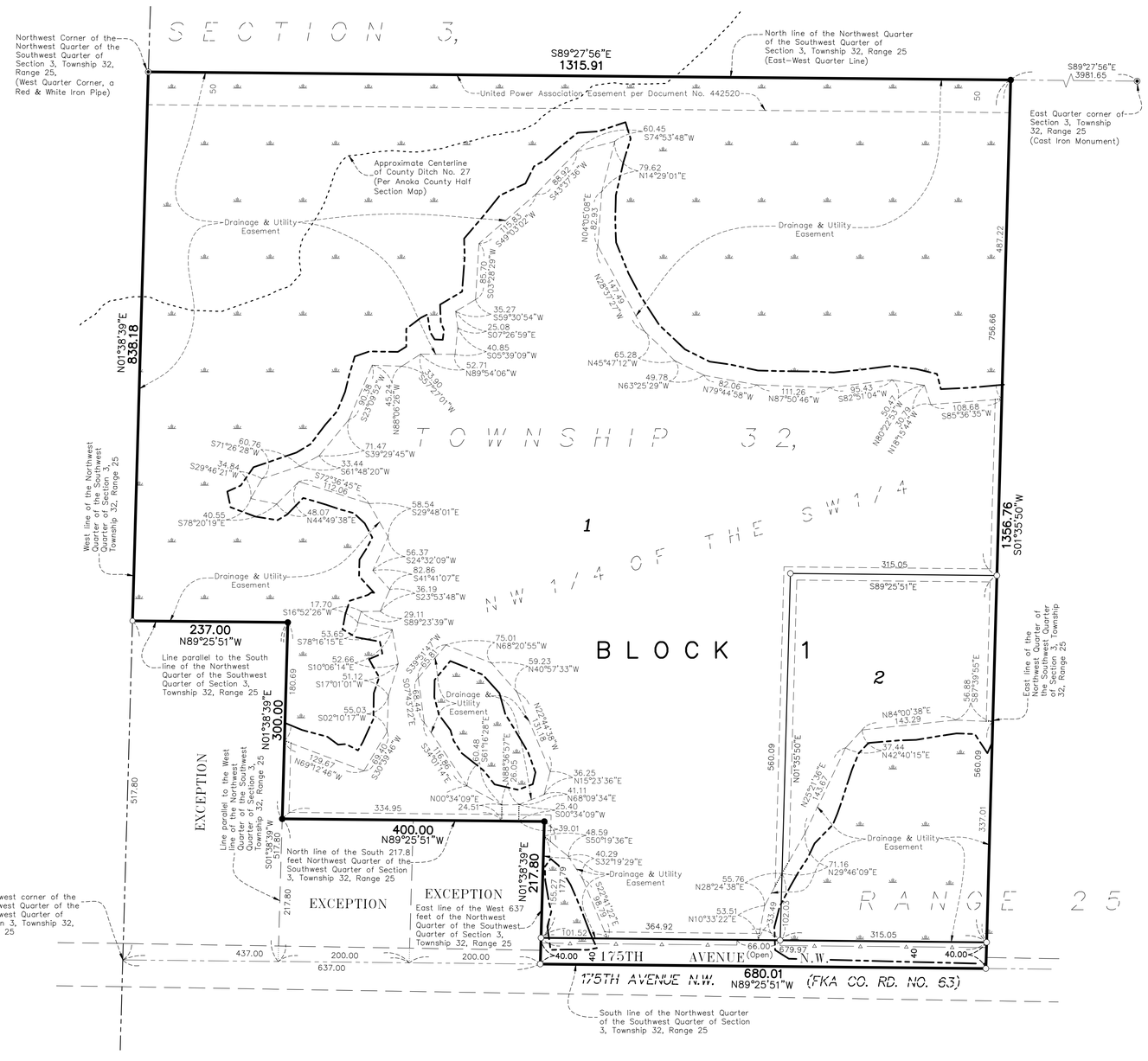
REVISIONS	
1. 8/25/17- City Comments	
2.	
3.	
4.	
5.	
6.	
DRAWN BY:	JAB
ISSUE DATE:	10/3/2016
FILE NO:	1160

1 of 1

Xrefs: Date: 09/26/17 I:\Jobs\6031 - 6040\6033 - ramsey property\civil cad\survey\6033_sketchplan.dwg

LAVERN ESTATES

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 3, TWP. 32, RGE. 25



KNOW ALL PERSONS BY THESE PRESENTS: That You Wish You Had This Land L.L.C., a Minnesota limited liability company, owner of the following described property:

The Northwest Quarter of the Southwest Quarter of Section 3, Township 32, Range 25, Anoka County, Minnesota, EXCEPT the following described tracts:

Commencing at the Southwest corner of said Northwest Quarter of the Southwest Quarter; thence North along the West line of said Northwest Quarter of the Southwest Quarter a distance of 517.8 feet; thence East along a line parallel to the South line of said Northwest Quarter of the Southwest Quarter a distance of 237 feet; thence South along a line parallel to the West line of said Northwest Quarter of the Southwest Quarter a distance of 517.8 feet and to the South line of said Northwest Quarter of the Southwest Quarter; thence West along said South line of said Northwest Quarter of the Southwest Quarter to the point of commencement and there to terminate.

and EXCEPT the East 200 feet of the West 437 feet of the South 217.8 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 32, Range 25, as measured along the South and West lines of said Northwest Quarter of the Southwest Quarter.

and EXCEPT the East 200 feet of the West 637 feet of the South 217.8 feet of the Northwest Quarter of the Southwest Quarter of Section 3, Township 32, Range 25 as measured along the South and West lines of said Northwest Quarter of the Southwest Quarter.

Has caused the same to be surveyed and platted as LAVERN ESTATES and does hereby dedicate to the public for public use the public way and the drainage and utility easements as shown on this plat. Also dedicating to the City of Ramsey the right of access onto 175th Avenue Northwest as shown on this plat.

In witness whereof said You Wish You Had This Land L.L.C., a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20___.

YOU WISH YOU HAD THIS LAND L.L.C.

_____
Joshua D. Peterson, Managing Member

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____ by Joshua D. Peterson, Managing Member of You Wish You Had This Land L.L.C., a Minnesota limited liability company.

_____
_____
Notary Public, _____
My commission expires _____

I Thomas R. Balluff 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 _____, 20____.

_____
Thomas R. Balluff, Licensed Land Surveyor
Minnesota License No. 40361

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me on _____ by Thomas R. Balluff.

_____
_____
Notary Public, _____
My commission expires _____

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

This plat of LAVERN ESTATES was approved and accepted by the City Council of the City of Columbus, Minnesota at a regular meeting thereof held this _____ day of _____, 20____, 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

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 _____, 20____.

By: _____
Larry D. Hoium
Anoka County Surveyor

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 _____, 20____.

_____
Property Tax Administrator

By _____, Deputy

COUNTY RECORDER/REGISTRAR OF TITLES

County of Anoka, State of Minnesota

I hereby certify that this plat of LAVERN ESTATES was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____, 20____, at _____ o'clock ___M. and was duly recorded as Document Number _____.

_____
County Recorder/Registrar of Titles

By _____, Deputy

Denotes Right of Access dedicated to the City of Ramsey

Denotes 5/8 inch by 14 inch Rebar, set or to be set within one year of recording of this plat and marked with license number 40361

Denotes Found Iron Monument

Denotes Found Anoka County Monument

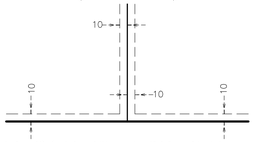
Denotes Wetlands delineated by Kjolhaug Environmental Services Company in 2016.

GRAPHIC SCALE
0 50 100 200
(SCALE IN FEET)
1 INCH = 100 FEET

N

For the purposes of this plat, the West line of the Northwest Quarter of the Southwest Quarter of Section 3, Township 32, Range 25, is assumed to have a bearing of North 01 degree 38 minutes 39 seconds East.

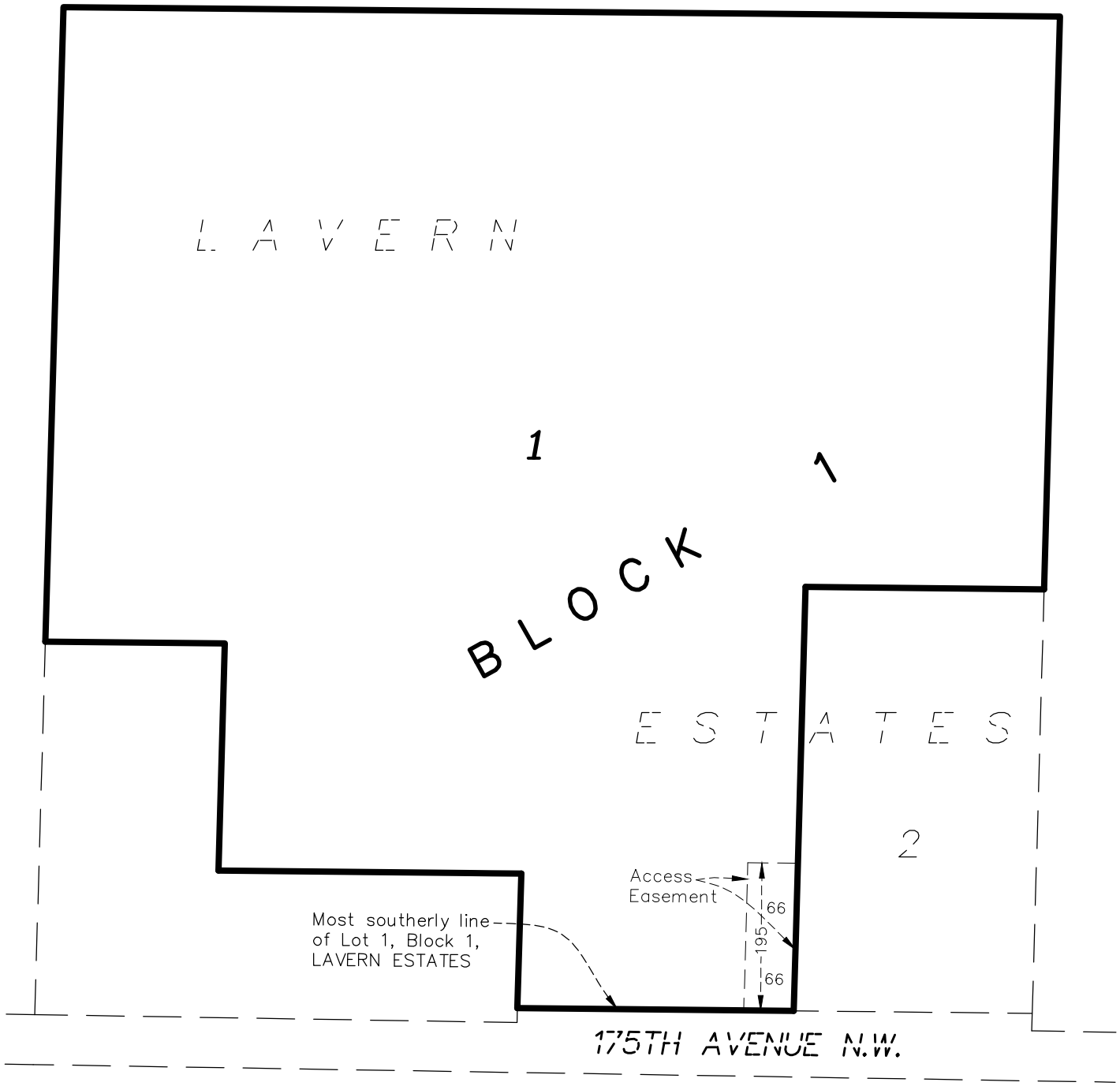
DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
(Not to Scale)



being 10 feet in width, and adjoining side lot lines, right of way lines, and rear lot lines unless otherwise shown on this plat.

Carlson McCain
ENVIRONMENTAL · ENGINEERING · SURVEYING

Access Easement Description Sketch



ACCESS EASEMENT:

An easement lying over, under, and across, the East 66.00 feet of the most southerly 195.00 feet of Lot 1, Block 1, LAVERN ESTATES, according to the recorded plat thereof, Anoka County, Minnesota.

Said easement contains ±12,872 sq.ft.

Carlson McCain
ENVIRONMENTAL ◦ ENGINEERING ◦ SURVEYING
3890 Pheasant Ridge Drive NE,
Suite 100, Blaine, MN 55449
Phone: 763-489-7900 Fax: 763-489-7959

Access Easement Area

N

GRAPHIC SCALE
0 100 200 400
(IN FEET)
(8.5x11 sheet)

1160 6032_dsc

Save Date: 08/25/17 | f:\jobs\6021 - 6040\6032 - ramsey property\cad c3d\survey\6032_dsc.dwg

CITY OF RAMSEY LAND USE APPLICATION
TECHNICAL REVIEW FILE

DATE	JULY 28, 2017 **REVISED** **9/6/17**	**PROJECT ADDRESS**	7009 175TH AVE NW
PROJECT. TITLE	LAVERN ESTATES: SKETCH PLAN, ZONING AMENDMENT AND COMPREHENSIVE PLAN AMENDMENT REVIEW		
ESCROW #	115804		
DEPARTMENT:	Community Development: Planning Division (Zoning Code)		
TECHNICAL REVIEWER:	Name: ~~Chris Anderson, City Planner~~; Alec Henderson, Planning Intern Phone: ~~(763) 433-9817~~, 763-576-4314 Email: ~~canderson@cityoframsey.com~~ , AHenderson@cityoframsey.com		

Sketch Plan Review

We offer the following comments regarding the Sketch Plan submittal for Lavern Estates as it relates to the City's Zoning Code. The submittal consists of one (1) sheet, prepared by Carlson McCain dated October 3, 2016. The submittal also includes a request for a Zoning Amendment and Comprehensive Plan Amendment to rezone the property from R-1 Residential (MUSA) to R-1 Residential (Rural Developing) and to re-guide the land from Low Density Residential to Rural Developing. This review will be based on the standards for the R-1 Residential (Rural Developing) District.

Staff provides the following comments regarding the ~~Sketch~~ Final Plat Plan:

1. ~~The western boundary of proposed Lot 2 Block 1 should be shifted further west to ensure that the existing driveway is entirely contained on Lot 2 but that it also meets the minimum driveway setback of five (5) feet and does not encroach into any drainage and utility easement.~~
2. ~~Show the required 16.5 foot wetland setback area adjacent to all wetlands and ensure that this setback area is encumbered with drainage and utility easement.~~
3. The Easement exhibit should read "Shared Access Easement" and be recorded against *both* properties.

Staff provides the following comments for general review of applications:

General. The Sketch Plan proposes to re-plat the following legally described land into two (2) buildable lots:

> The Northwest Quarter of the Southwest Quarter of Section 03, Township 32, Range 25, Anoka County, Minnesota, except the west 637 feet of the south 217.8 feet thereof, also except north 300 feet of the south 517.8 feet of the west 237 feet thereof, (as measured along west and south lines thereof), except road, subject to easement of record.

Zoning and Land Use. The property is currently zoned R-1 Residential (MUSA) and is guided for Low Density Residential. These designations were the result of the 2030 Comprehensive Plan. As part of this project, a Zoning Amendment and Comprehensive Plan Amendment have been requested to rezone to R-1 Residential (Rural Developing) and to re-guide the land as Rural Developing. Staff is not necessarily opposed to this request; however, if approved, it should be applied to all parcels with those same designations lying west of Nowthen Blvd and north of 175th Ave. The submittal did include responses to an advisory petition with some adjacent property owners supporting both of these aspects of the request.

Lot Sizes. The minimum lot size in the R-1 Residential (Rural Developing) District is 2.5 acres and the minimum lot width is 200 feet, measured at the building setback line. City ordinance now also requires that each lot have an area sixty (60) feet wide by one hundred (100) feet deep not encumbered by wetland, wetland setback area, floodway, or other unbuildable areas.

Setbacks and Dimensional Standards.

Rural Developing	
Required	**Proposed**
Front yard: 40 feet	**40 feet**
Side yard uninhabitable: 10 feet	**10 feet**
Side yard habitable: 10 feet	**10 feet**
Side yard corner lot: 40 feet	**40 feet**
Rear yard: 40 feet	**40 feet**
Minimum lot width*: 200 feet	**200+ feet**
Lot depth: 100 feet with a minimum width of 60 feet**	~~**Not shown,**~~ **Meets requirements**
Wetland: 16.5 feet	~~**Not specified,**~~ **shown to be between 20 and 25 feet.**

**Note: Minimum Lot Width is measured at front yard setback line, property must abut built street.*
*** Lot depth required is 100 feet for a width of 60 feet that is not encumbered by wetland, wetland setback area, floodway, or other unbuildable areas.*

Density. The R-1 Residential regulations for the Rural Developing area allows a net density of one (1) unit per 2.5 acres. The proposed density is calculated to be 0.06 units per acre.

Floodplains. Floodplain areas exist within the project area. These are categorized as General Floodplain or Undetermined A Zones, which means that the Base Flood Elevation (BFE) has not been modelled. It does appear that the floodplain boundary is similar to the wetland boundary. ~~however, without a BFE, that cannot be determined. *Should be modeled by engineer as part of the plat.*~~

Wetlands. There are wetlands on the property that will need to be delineated and encumbered with drainage and utility easements on the Final Plat. It appears that the Lower Rum River Watershed Management Organization (LRRWMO) has approved a wetland delineation regarding both wetland boundaries and types for the property. Note that City Code now requires a sixteen and a half foot (16.5') setback from a wetland edge and that the setback area is to be encumbered with drainage and utility easement. ~~*Ensure that all wetland setback areas are entirely within proposed drainage and utility easements and show the 16.5 foot measurement on the plan sheet.*~~ *Shows setbacks to be between 10 and 25 feet.*

Lots. There is an existing home and outbuildings on the proposed Lot 2 that appear to meet all required setbacks. However, that data should be included on the Sketch Plan. ~~There is no house pad shown on~~

~~proposed Lot 1. If a home is not proposed to be built at this time on Lot 1, it may be more beneficial to plat that as an outlot until such time that further development is proposed. This would defer development fees due to such time that the outlot is replatted into a building parcel(s).~~

Landscaping. Each lot is required to have two (2) front yard trees installed. The plan currently does not show new proposed trees. Deciduous trees shall be at least one (1) inch in diameter and coniferous trees shall be at least five (5) feet in height. Each buildable lot is subject to the City's topsoil requirement. *Topsoil requirements only apply to those areas proposed to be disturbed by development.*

At this time, a Tree Inventory and Protection Plan is not required as it does not appear that any improvements are presently proposed~~. At such time that Lot 1 (or if revised to an outlot) develops, a Tree Inventory and Preservation Plan will need to be prepared by an ISA Certified Arborist and shall include the total number of (DBH) inches proposed to be removed and total number of (DHB) inches saved.~~

If stands of oak are present, tree clearing activities shall occur prior to April 15 or after July 15 to minimize the potential introduction of Oak Wilt to the site.

Density Transitioning. As proposed, the project would not be subject to density transitioning standards found in City Code Section 117-110.

Streets and Access. At this time, no new streets have been proposed. Both lots would gain access from 175th Ave NW via a shared access easement.

Sidewalks/Trails. The Planned Transportation System within the 2030 Comprehensive Plan identifies a Proposed Trail along 175th Ave NW. As part of this project, this will need to be explored further.

Grading and Drainage Plans. It does not appear that any grading activity is proposed with this project. If more than one (1) acre of land will be disturbed, a permit from the LRRWMO will be required.

Development Fees. Development Fees will be due with the Plat one Lot 1 (Lot 2 would be exempt as there is already an existing dwelling on the property) including, but not limited to, Park Dedication, Trail Development, and Storm water Management. These fees are collected at the time the Final Plat is recorded and at the rate in effect when the final plat is recorded. ~~As noted previously, it may be more beneficial to plat Lot 1 as an outlot, which would defer the Development Fees due until such time that land is replatted into a buildable parcel(s).~~

Development Agreement: An executed Development Agreement will be required prior to releasing the plat for recording. An engineer's estimate for public improvements will be required with the submitted final plat

~~**Tax Delinquent:** This parcel is on the tax delinquent list for 2017 property taxes. Tax delinquency must be solved before plat can be recorded.~~

ADVISORY PETITION

RECEIVED
JUL 06 2017
BY:

☑ I support the rezoning

☐ I do not have a preference either way

☐ I am opposed to the rezoning

Marilyn Martin
Signature

6/29/17
Date

17660 Nowthen Blvd NW Ramsey MN 55303
Address

mailing address: P.O. Box 521, Anoka MN 55303

May 24, 2017

Dear Land Owner,
I am Josh Peterson and I am the owner of the property located at 7009 175th Ave NW. I am considering dividing my property into two parcels so that I can build a home for myself and build a home for my son. The property is currently guided as Low Density Residential in the Comprehensive Plan and zoned **R-1 Residential (MUSA)** on the City's Zoning Map. These designations would allow for 0.25 acre lots that are connected to the City's municipal sanitary sewer and water systems.

This letter is intended to gauge whether there is public support to rezone property located in and near the area of 175th Avenue in Ramsey, including my property. I would like to propose rezoning the area to **R-1 Residential (Rural Developing)** and re-guiding the area to Rural Developing in the Comprehensive Plan, which would allow 2.5 acre lots on private wells and septic systems. This initiative would help re-guide the area back to a rural style development.

Your support would be appreciated and will help guide my potential future actions. I am requesting that you please participate in the advisory petition below and return your response to me at 2520 Coon Rapids Blvd., Suite 100, Coon Rapids, MN 55433.

I would be happy to answer any questions that you may have regarding this letter. I can be reached at 612-290-6266. General questions about zoning and/or the Comprehensive Plan can be directed to Ramsey's City Planner at 763-433-9817 or canderson@cityoframsey.com

Sincerely,

Joshua Peterson
7009 175th Ave NW

ADVISORY PETITION

RECEIVED
JUL 06 2017
BY:

☒ I support the rezoning

☐ I do not have a preference either way

☐ I am opposed to the rezoning

Richard Watson
Signature

6/19/17
Date

17630 Northern Blvd NW
Address

May 24, 2017

Dear Land Owner,
I am Josh Peterson and I am the owner of the property located at 7009 175th Ave NW. I am considering dividing my property into two parcels so that I can build a home for myself and build a home for my son. The property is currently guided as Low Density Residential in the Comprehensive Plan and zoned **R-1 Residential (MUSA)** on the City's Zoning Map. These designations would allow for 0.25 acre lots that are connected to the City's municipal sanitary sewer and water systems.

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Sincerely,

Joshua Peterson
7009 175th Ave NW

ADVISORY PETITION

RECEIVED
JUL 06 2017
BY:

☒ I support the rezoning

☐ I do not have a preference either way

☐ I am opposed to the rezoning

Lonnie D Gray
Signature

6-27-2017
Date

17530 NORTHERN BLVD., NW RAMSEY, MN
Address

763-753-5944

May 24, 2017

Dear Land Owner,
I am Josh Peterson and I am the owner of the property located at 7009 175th Ave NW. I am considering dividing my property into two parcels so that I can build a home for myself and build a home for my son. The property is currently guided as Low Density Residential in the Comprehensive Plan and zoned **R-1 Residential (MUSA)** on the City's Zoning Map. These designations would allow for 0.25 acre lots that are connected to the City's municipal sanitary sewer and water systems.

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Sincerely,

Joshua Peterson
7009 175th Ave NW

ADVISORY PETITION

☒ I support the rezoning

☐ I do not have a preference either way

☐ I am opposed to the rezoning

RECEIVED
JUL 06 2017
BY:

Julie Johnson
Signature

6-19-2017
Date

7121 - 175th Ave. N.W. Ramsey, MN 55303
Address

May 24, 2017

Dear Land Owner,
I am Josh Peterson and I am the owner of the property located at 7009 175th Ave NW. I am considering dividing my property into two parcels so that I can build a home for myself and build a home for my son. The property is currently guided as Low Density Residential in the Comprehensive Plan and zoned **R-1 Residential (MUSA)** on the City's Zoning Map. These designations would allow for 0.25 acre lots that are connected to the City's municipal sanitary sewer and water systems.

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Sincerely,

Joshua Peterson
7009 175th Ave NW

ADVISORY PETITION

☑ I support the rezoning

☐ I do not have a preference either way

☐ I am opposed to the rezoning

RECEIVED
JUL 06 2017
BY:

Signature

6-27-17
Date

17620 Northern Blvd Ramsey MN. 55303
Address

May 24, 2017

Dear Land Owner,
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Sincerely,

Joshua Peterson
7009 175th Ave NW

ADVISORY PETITION

☑ I support the rezoning

☐ I do not have a preference either way

☐ I am opposed to the rezoning

RECEIVED
JUL 06 2017
BY:

Signature

6-30-17
Date

17512 Northern Blvd Ramsey MN
Address

May 24, 2017

Dear Land Owner,
I am Josh Peterson and I am the owner of the property located at 7009 175th Ave NW. I am considering dividing my property into two parcels so that I can build a home for myself and build a home for my son. The property is currently guided as Low Density Residential in the Comprehensive Plan and zoned **R-1 Residential (MUSA)** on the City's Zoning Map. These designations would allow for 0.25 acre lots that are connected to the City's municipal sanitary sewer and water systems.

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Sincerely,

Joshua Peterson
7009 175th Ave NW

ADVISORY PETITION

RECEIVED
JUL 06 2017
BY:

☑ I support the rezoning

☐ I do not have a preference either way

☐ I am opposed to the rezoning

Michael Rosenstil
Signature

6/18/17
Date

7331- 175th Avenue N.W. Ramsey, MN 55303
Address

May 24, 2017

Dear Land Owner,
I am Josh Peterson and I am the owner of the property located at 7009 175th Ave NW. I am considering dividing my property into two parcels so that I can build a home for myself and build a home for my son. The property is currently guided as Low Density Residential in the Comprehensive Plan and zoned **R-1 Residential (MUSA)** on the City's Zoning Map. These designations would allow for 0.25 acre lots that are connected to the City's municipal sanitary sewer and water systems.

This letter is intended to gauge whether there is public support to rezone property located in and near the area of 175th Avenue in Ramsey, including my property. I would like to propose rezoning the area to **R-1 Residential (Rural Developing)** and re-guiding the area to Rural Developing in the Comprehensive Plan, which would allow 2.5 acre lots on private wells and septic systems. This initiative would help re-guide the area back to a rural style development.

Your support would be appreciated and will help guide my potential future actions. I am requesting that you please participate in the advisory petition below and return your response to me at 2520 Coon Rapids Blvd., Suite 100, Coon Rapids, MN 55433.

I would be happy to answer any questions that you may have regarding this letter. I can be reached at 612-290-6266. General questions about zoning and/or the Comprehensive Plan can be directed to Ramsey's City Planner at 763-433-9817 or canderson@cityoframsey.com

Sincerely,

Joshua Peterson
7009 175th Ave NW

ADVISORY PETITION

RECEIVED
JUL 06 2017
BY:

☒ I support the rezoning

☐ I do not have a preference either way

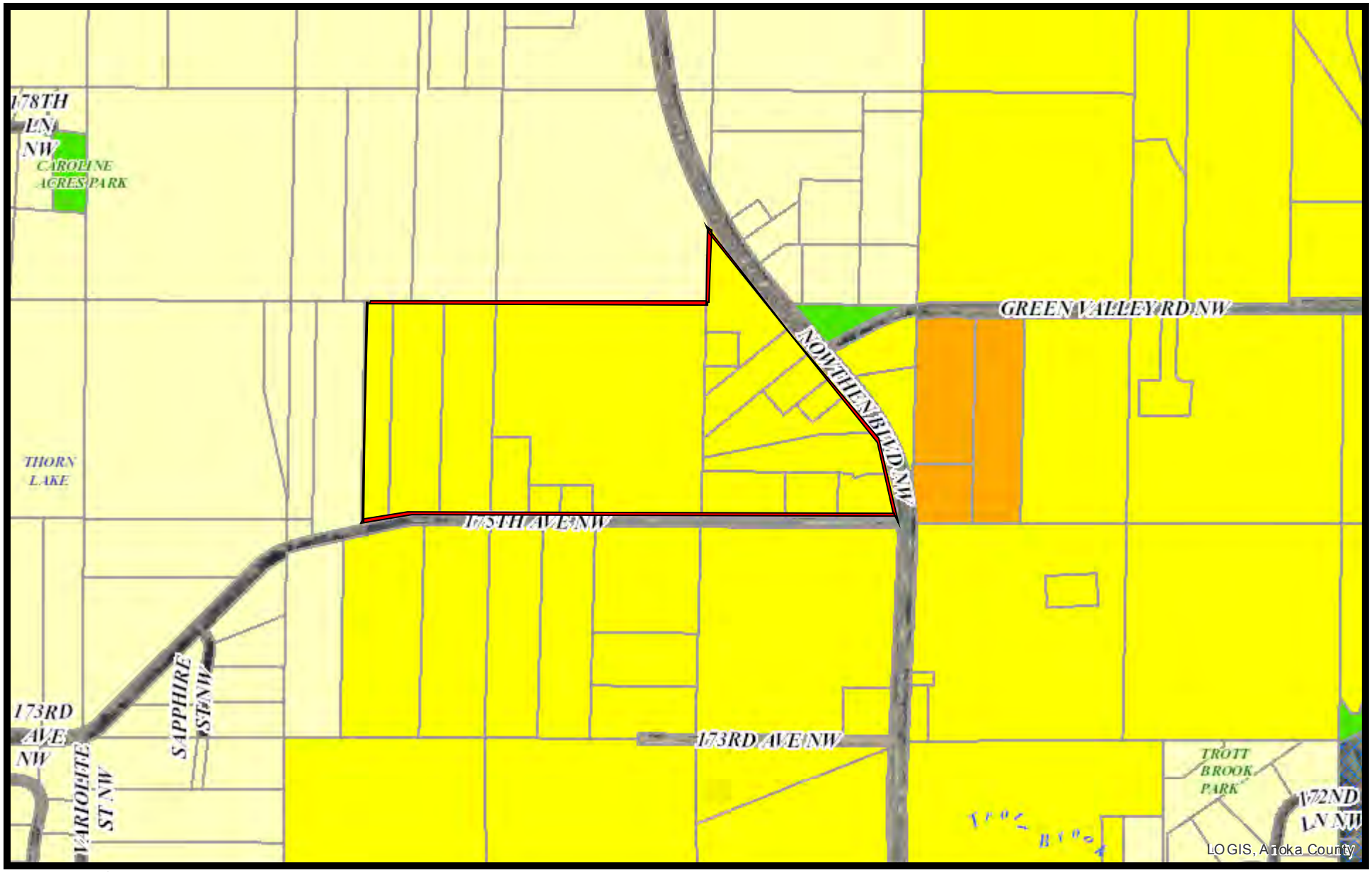
☐ I am opposed to the rezoning

[signature] 6-20-17
Signature Date

17640 Northern Blvd. Ramsey, MN 55303
Address

Proposed Zoning Amendment Area

Highlighted in red



Print Date: September 6, 2017

0 305 610 1,220 1,830 2,440 Feet

5.05: Public Hearing: Review Sketch Plan for Lavern Estates (Project No. 117-137); Case of Joshua Peterson

Public Hearing

Vice Chair Van Scoy called the public hearing to order at 8:01 p.m.

Presentation

Planning Intern Henderson presented the staff report stating this file is to review the Sketch Plan Submittal for Lavern Estates. The Sketch Plan proposes to subdivide one 36.17 Acre Lot into two (2) buildable lots; Lot 1 is 35.49 Acres and Lot 2 is 4.05 Acres. The submittal consisted of one (1) sheet, prepared by Developer Josh Peterson (You Wish You Had This Land, L.L.C.) and Carlson McCain dated October 3, 2016. The submittal also includes a request for a Zoning Amendment and Comprehensive Plan Amendment to rezone the property from R-1 Residential (MUSA) to R-1 Residential (Rural Developing) and to re-guide the land from Low Density Residential to Rural Developing (Received July 6, 2017). The land use and zoning amendments will officially occur during Preliminary Plat approvals. Staff recommends that the Developer proceed with preparation of the Preliminary Plat, contingent upon the directives of the Staff Review Letter, including the necessary Comprehensive Plan Amendment.

Community Development Director Gladhill reported staff was not completely supportive of the proposed Sketch Plan as it was creating a number of flag lots. He believed another local road should be considered to serve these homes.

Citizen Input

Vice Chair Van Scoy asked if the surrounding property owners were aware of the proposed zoning change.

Community Development Director Gladhill explained all of the adjacent landowners were aware of the applicant's intent, but noted their approval was not required.

Vice Chair Van Scoy questioned how long it would take City water and sewer to get to this area.

Community Development Director Gladhill estimated this would take 10 to 15 years, if ever.

Lonnie Gray, 17530 Nowthen Boulevard, stated the back of his property abuts the property in question. He stated his only concern was with the increased number of cars that would be traveling past his property. He requested numerous lots not be developed.

Community Development Director Gladhill clarified the applicant was proposing to develop 2.5 acre lots.

Mr. Gray questioned how this property would be impacted by the proposed Comprehensive Plan Amendment.

Community Development Director Gladhill reported the impacts would be very minimal to adjacent property owners.

Norm Novak, 7041 175th Avenue, indicated he has lived in his home for the past 16 years. He explained his property abuts the proposed project as well. He stated he has been trying to purchase five or six acres from the applicant for some time and was told by the City the property could not be rezoned. He expressed frustration that he was not able to purchase these five acres.

Community Development Director Gladhill commented the property owner and Mr. Novak could come to an agreement, but recommended this remain separate from the request before the Planning Commission.

Josh Peterson, 7009 175th Avenue, stated he did speak to all of his neighbors north of 175th and west of Nowthen Boulevard. He stated all but three or four signed off on the project.

Vice Chair Van Scoy asked if the applicant had any objections to the staff recommendations and conditions for approval.

Mr. Peterson stated he has yet to review this letter in detail.

Community Development Director Gladhill recommended staff review this information in further detail with the application.

Motion by Commissioner Anderson, seconded by Commissioner Nosan, to close the public hearing.

Motion Carried. Voting Yes: Vice Chair Van Scoy, Commissioners Anderson, Nosan, Gengler, and Surma. Voting No: None. Absent: Chairperson Bauer and Commissioner Brauer.

Vice Chair Van Scoy closed the public hearing closed at 8:22 p.m.

Commission Business

Motion by Commissioner Nosan, seconded by Commissioner Surma, to recommend that City Council approve the Comprehensive Plan Amendment and Zoning Amendment to change the zoning from the urban service area to Rural Developing, contingent upon the Staff Review Letter.

Motion Carried. Voting Yes: Vice Chair Van Scoy, Commissioners Nosan, Surma, Anderson, and Gengler. Voting No: None. Absent: Chairperson Bauer and Commissioner Brauer.

7.03: Consider Multiple Actions Related to a Subdivision known as Lavern Estates (Project No. 17-137); Case of Joshua Peterson

1. **Consider Resolution #17-09-220 Approving Final Plat; Comprehensive Plan Amendment and Authorizing Staff to Submit the Amendment to the Metropolitan Council**
2. **Introduce Ordinance #17-11 Zoning Amendment**

Community Development Intern Henderson reviewed the staff report and noted that the Planning Commission voiced general support of the Minor Plat at their August 3, 2017 meeting and recommended approval of the Comprehensive Plan and Zoning Amendments.

Councilmember Riley asked for information from the applicant as to the plan.

Josh Peterson, applicant, stated that his goal is to utilize the property for personal use, to build a home that he will live in.

Motion by Councilmember Riley, seconded by Councilmember Williams, to Adopt Resolution #17-09-220 Approving Final Plat, Development Agreement, Comprehensive Plan Amendment, authorize staff to submit Comprehensive Plan amendment to the Metropolitan Council, and introduce Ordinance #17-11 rezoning subject area from R-1 Residential (MUSA) to R-1 Residential (Rural Developing).

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

ORDINANCE #17-11

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 R-1 Residential (MUSA) to R-1 Residential (Rural Developing).

> The Northwest Quarter of the Southwest Quarter of Section 03, Township 32, Range 25, Anoka County, Minnesota, except the west 637 feet of the south 217. 8 feet thereof, also except north 300 feet of the south 517. 8 feet of the west 237 feet thereof, (as measured along west and south lines thereof), except road, subject to easement record.
>
> (The "Subject Property")
>
> And the surrounding parcels generally located west of Nowthen Blvd and north of 175th Ave NW.

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_____, 2017.

_____
Mayor

ATTEST:

_____
City Administrator

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

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

CC Regular Session **7. 2.**

Meeting Date: 10/10/2017

By: Tim Gladhill, Community Development

Information

Title:

Adopt Resolution Granting Final Plat and Development Agreement for Davis Addition; Case of Green Valley Greenhouse

Purpose/Background:

NOTE: Taking action on this plat does not give approvals to the planned future Green Valley Greenhouse expansion.

The intent of this plat is to simply reconfigure property lines that will allow Green Valley Greenhouse to purchase property with the intent to construct an expansion at a future date. Green Valley Greenhouse will need to go through the standard review process (Site Plan Review). In addition, the proposed use may require a Comprehensive Plan Amendment. City Staff would anticipate a series of workshops for the public to engage in the review process as well.

Notification:

Staff attempted to notify all Property Owners within 700 feet of the Subject Property of the request via Standard US Mail.

Observations/Alternatives:

Staff acknowledges there will be a number of questions to answer throughout the review process of the future expansion (traffic, pedestrian safety, density transitioning, etc.). Staff is not prepared to answer those questions this evening, but is working closely with Green Valley Greenhouse.

This evening's request is more simplistic in nature, reconfiguring property lines, but not giving any approvals to the expansion itself.

Funding Source:

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

Recommendation:

The Planning Commission recommends approval of the Plat, contingent on the assumptions above.

Action:

Motion to adopt Resolution #17-08-205 granting Final Plat Approval for Anoka Hennepin 2nd Addition.

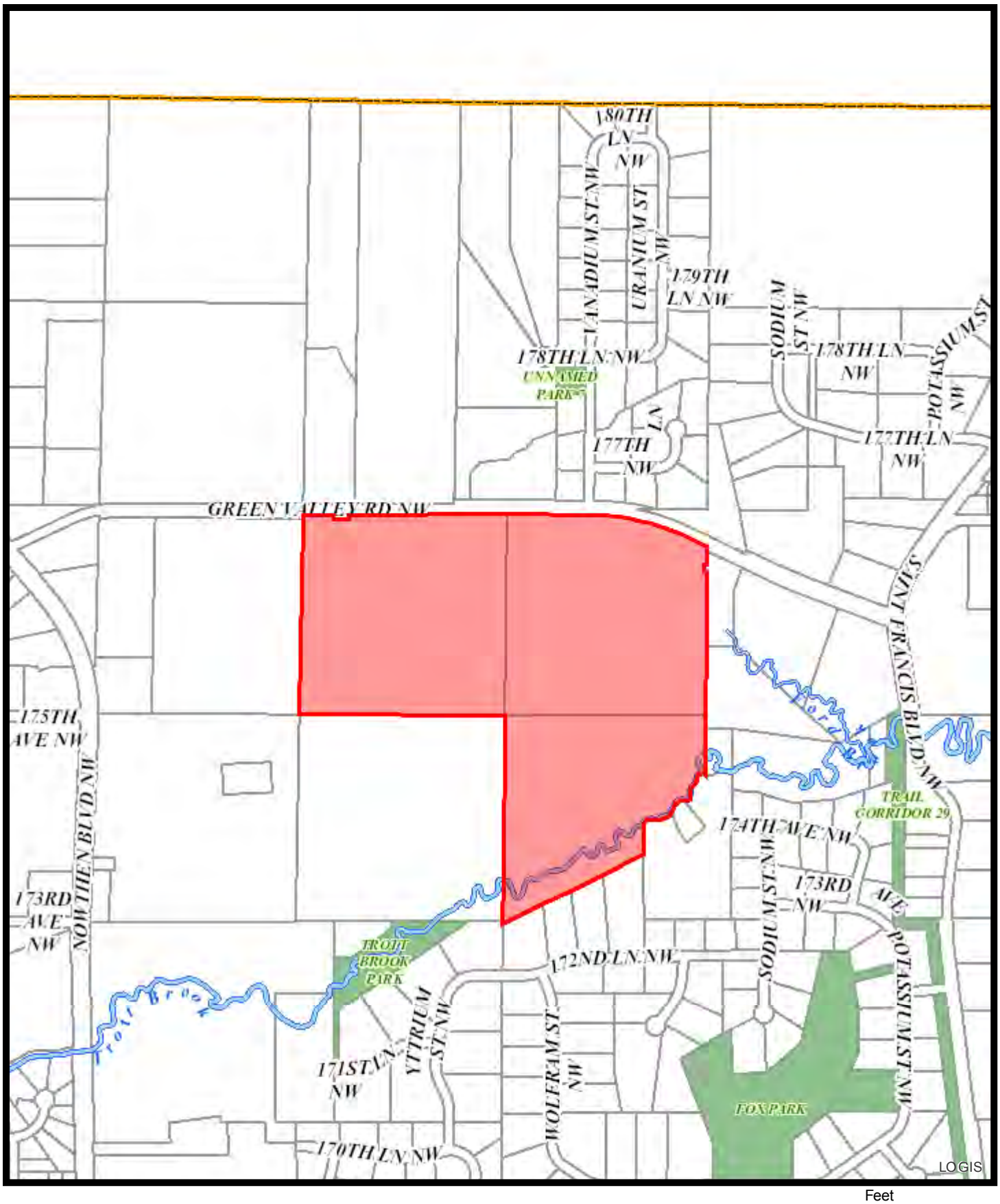
Attachments

Site Location Map
Final Plat Page 1
Final Plat Page 2
Easement Vacation Exhibit
DRAFT Development Agreement
Resolution #17-10-257

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 08:53 AM
Kurt Ulrich	Kurt Ulrich	10/05/2017 08:53 AM
Form Started By: Tim Gladhill		Started On: 08/11/2017 01:59 PM
Final Approval Date: 10/05/2017		

Site Location Map



Print Date: April 19, 2017

PRELIMINARY COPY
DATED SEPTEMBER 12, 2017

DAVIS FARMS ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 2 AND SEC. 3,
T32N, R25W

KNOW ALL PERSONS BY THESE PRESENTS: that Davis Farms, LLC, a Minnesota Limited Liability Corporation, owner, and The Bank of Elk River, a Minnesota Banking Corporation, mortgagee of the following described property:

Lot 1, Block 1 ROWE ADDITION, Anoka County, Minnesota

and

The Northeast Quarter of the Southeast Quarter (NE1/4 of SE1/4) of Section (3), Township Thirty–two (32), Range Twenty–five (25), EXCEPT that part platted as ROWE ADDITION, Anoka County, Minnesota

and

That part of the Southwest Quarter of the Southwest Quarter of Section 2, Township 32, Range 25, Anoka County, Minnesota, lying northerly of the centerline of Trott Brook.

and that Eric A. Thomsen and Karla J. Thomsen, joint tenants, owners of the following described property:

That part of the Northwest Quarter of the Southwest Quarter of Section 2, Township 32, Range 25, Anoka County Minnesota which lies southerly of County Road 63, and excepting therefrom the following tract:

The South 51.00 feet of the North 404.00 feet of the East 15.00 feet of the West Half of the Southwest Quarter of Section 2, Township 32, Range 25, Anoka County Minnesota lying southerly of County Road 63 and lying North of Trott Brook.

Have caused the same to be surveyed and platted as DAVIS FARMS ADDITION and hereby do dedicate to the public for public use the public way and the drainage and utility easements as shown by this plat. Also dedicating to the County of Anoka the right of access onto County State Aid Highway No. 63 as shown on this plat.

In witness whereof said Davis Farms, LLC, a Minnesota Limited Liability Corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20___,

DAVIS FARMS, LLC

_____ , as _____ .

_____.

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 20___ by _____ , as _____ of Davis Farms, LLC, a Minnesota Limited Liability Corporation, on behalf of the corporation.

_____

_____

Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof said The Bank of Elk River, a Minnesota Banking Corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20___,

THE BANK OF ELK RIVER

_____ , as _____ .

_____.

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 20___ by _____ , as _____ of The Bank of Elk River, a Minnesota Banking Corporation, on behalf of the corporation.

_____

_____

Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof said Eric A. Thomsen and Karla J. Thomsen, joint tenants, have hereunto set their hands this _____ day of _____ 20___,

_____
Eric A. Thomsen

_____
Karla J. Thomsen

STATE OF MINNESOTA

COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 20___ by Eric A. Thomsen and Karla J. Thomsen, joint tenants.

_____

_____

Notary Public, _____ County, Minnesota
My Commission Expires _____

I Jason E. Rud 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 _____ , 20___,

_____
Jason E. Rud, Licensed Land Surveyor
Minnesota License No. 41578

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 20___ by Jason E. Rud.

_____

_____
Notary Public, _____ County, Minnesota
My Commission Expires _____

City Council, City of Ramsey, Minnesota

This plat of DAVIS FARMS ADDITION was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this_____ day of _____ , 20___, 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

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 _____ , 20___.

_____
Larry D. Hoium
Anoka County Surveyor

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 _____, 20__,
Property Tax Administrator

By _____, Deputy

County Recorder/Registrar of Titles
County of Anoka, State of Minnesota

I hereby certify that this plat of DAVIS FARMS ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____ , 20___ at _____ o'clock ___M. and was duly recorded as Document Number _____,

_____
County Recorder/Registrar of Titles

By _____, Deputy

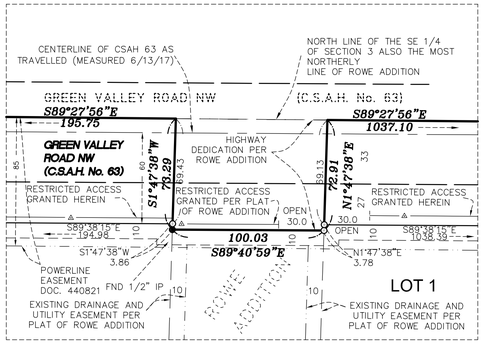
E. G. RUD & SONS, INC.
EST. 1977
Professional Land Surveyors

PRELIMINARY COPY
DATED SEPTEMBER 12, 2017

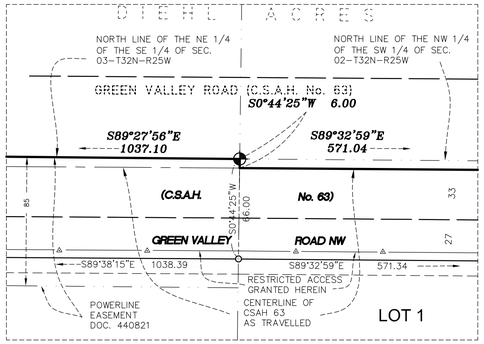
DAVIS FARMS ADDITION

CITY OF RAMSEY
COUNTY OF ANOKA
SEC. 2 AND SEC. 3, T32N, R25W

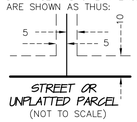
DETAIL 'A'
1 INCH = 50 FEET



DETAIL 'B'
1 INCH = 50 FEET



DRAINAGE AND UTILITY EASEMENTS ARE SHOWN AS THUS:



BEING 5 FEET IN WIDTH ADJOINING SIDE AND REAR LOT LINES AND 10 FEET IN WIDTH ADJOINING ROADWAY LINES AND UNPLATTED PARCELS UNLESS OTHER WISE SHOWN ON THIS PLAT

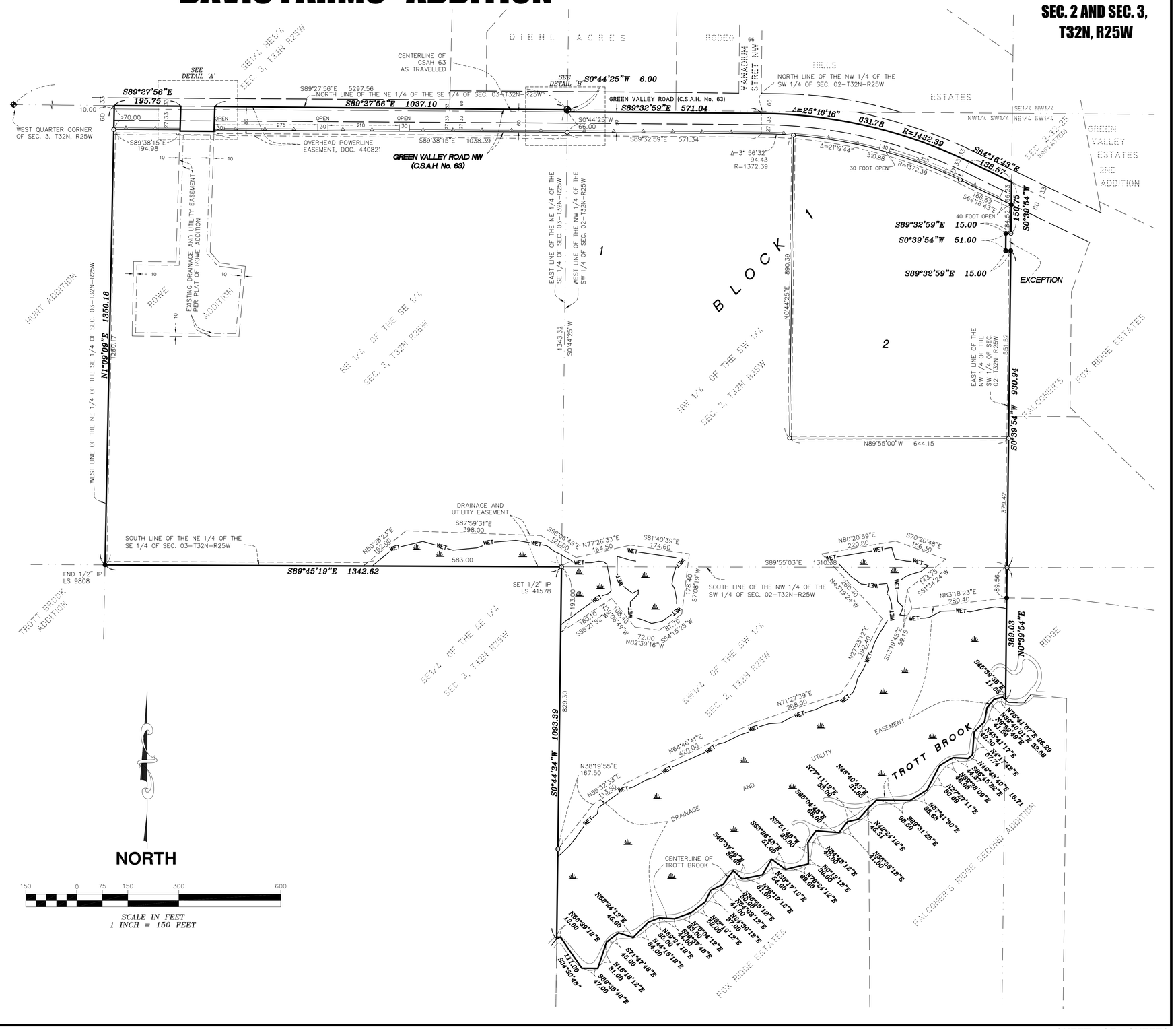
LEGEND

- ● DENOTES 1/2 INCH IRON MONUMENT LS 18420 FOUND UNLESS OTHERWISE NOTED
- ○ DENOTES 1/2 INCH BY 14 INCH IRON MONUMENT SET, MARKED RLS# 41578
- ⊕ DENOTES ANOKA COUNTY CAST IRON MONUMENT
- WET DENOTES WETLAND EDGE DELINEATED BY JACOBSON ENVIRONMENTAL IN 2017
- DENOTES RIGHT OF ACCESS DEDICATED HEREIN TO ANOKA COUNTY
- DENOTES EXISTING EASEMENT

FOR THE PURPOSES OF THIS PLAT THE EAST–WEST QUARTER LINE OF SECTION 3, TOWNSHIP 32 NORTH, RANGE 25 WEST, IS ASSUMED TO HAVE A BEARING OF SOUTH 89 DEGREES 27 MINUTES 56 SECONDS EAST.

150 0 75 150 300 600

SCALE IN FEET
1 INCH = 150 FEET

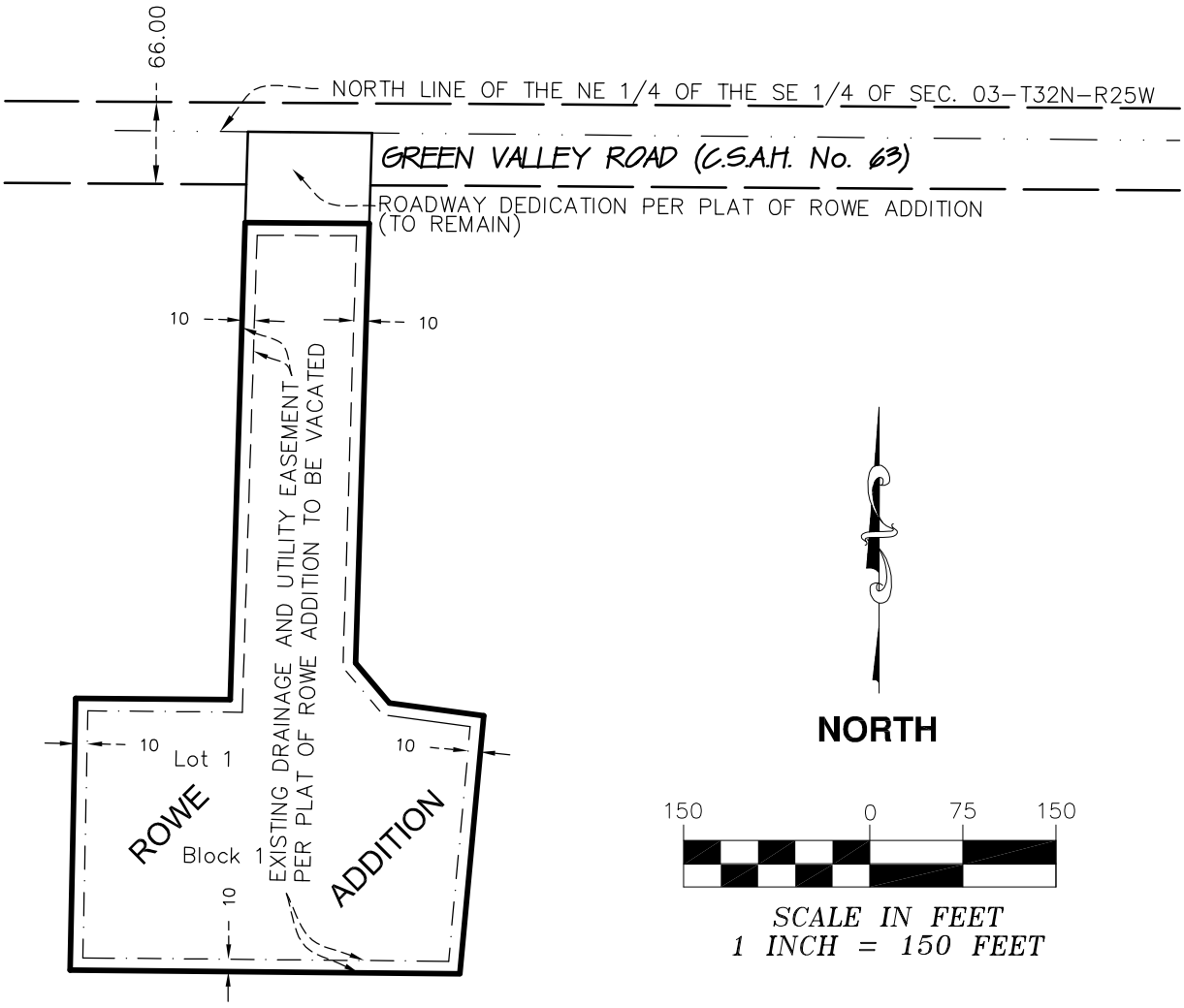

SEE DETAIL 'A'
SEC. 3, T32N R25W
DIEHL ACRES
RODEO
HILLS
ESTATES
CENTERLINE OF CSAH 63 AS TRAVELLED
SEE DETAIL 'B'
S89°27'56"E 5297.56
NORTH LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC. 03–T32N–R25W
S89°27'56"E 1037.10
S0°44'25"W 6.00
GREEN VALLEY ROAD (C.S.A.H. No. 63)
S89°32'59"E 571.04
NORTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC. 02–T32N–R25W
Δ=25°16'16"
631.76
R=1432.39
S64°16'43"E
138.57
WEST QUARTER CORNER OF SEC. 3, T32N, R25W
S89°38'15"E 194.98
OVERHEAD POWERLINE EASEMENT, DOC. 440821
S89°38'15"E 1038.39
GREEN VALLEY ROAD NW (C.S.A.H. No. 63)
S89°32'59"E 571.34
Δ=3° 56'32"
94.43
R=1372.39
Δ=21°19'44"
510.88
30 FOOT OPEN
R=1372.39
GREEN VALLEY ESTATES 2ND ADDITION
SEC. 2, T32N R25W
S64°16'43"E 186.83
S64°16'43"E 184.52
150.75
S0°39'54"W
40 FOOT OPEN
S89°32'59"E 15.00
S0°39'54"W 51.00
S89°32'59"E 15.00
EXCEPTION
HUNT ADDITION
N1°09'09"E 1350.18
WEST LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC. 03–T32N–R25W
1280.17
ROWE ADDITION
EXISTING DRAINAGE AND UTILITY EASEMENT PER PLAT OF ROWE ADDITION
NE 1/4 OF THE SE 1/4 SEC. 3, T32N R25W
EAST LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC. 03–T32N–R25W
WEST LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC. 02–T32N–R25W
1343.32
S0°44'25"W
BLOCK 1
BLOCK 2
N0°44'25"E 890.39
NW 1/4 OF THE SW 1/4 SEC. 2, T32N R25W
N89°55'00"W 644.15
EAST LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC. 02–T32N–R25W
551.52
S0°39'54"W 930.94
379.42
FALCONER'S RIDGE
FOX RIDGE ESTATES
DRAINAGE AND UTILITY EASEMENT
S87°59'31"E 398.00
S88°06'48"E 131.00
N77°26'33"E 164.50
S81°40'39"E 174.60
N50°28'23"E 182.00
583.00
S89°45'19"E 1342.62
FND 1/2" IP LS 9808
SET 1/2" IP LS 41578
SOUTH LINE OF THE NE 1/4 OF THE SE 1/4 OF SEC. 03–T32N–R25W
SOUTH LINE OF THE NW 1/4 OF THE SW 1/4 OF SEC. 02–T32N–R25W
S89°55'03"E 1310.58
N80°20'59"E 220.80
S70°20'48"E 156.30
N43°19'24"W 280.40
S51°34'24"W 183.75
N83°18'23"E 280.40
S13°19'45"E 59.15
N0°39'54"E 389.03
N27°23'12"E 192.46
S70°08'19"W 174.40
T80.10
S56°21'52"W
N38°08'45"W 108.30
72.00
N82°39'16"W
B170
S64°15'25"W
N71°27'39"E 268.00
N64°46'41"E 420.00
N38°19'55"E 167.50
N56°32'37"E 113.50
S0°44'24"W 1083.39
829.30
SW 1/4 OF THE SW 1/4 SEC. 2, T32N R25W
SE 1/4 OF THE SE 1/4 SEC. 3, T32N R25W
TROTT BROOK ADDITION
TROTT BROOK
EASEMENT
UTILITY
AND
DRAINAGE
CENTERLINE OF TROTT BROOK
S46°39'38"E 11.85
N70°41'07"E 26.89
N39°49'01"E 52.68
N45°41'17"E 42.20
N14°48'40"E 67.74
S89°32'59"E 16.71
N77°11'12"E 34.00
S85°04'48"E 31.88
N77°27'11"E 60.68
N74°41'30"E 58.68
S89°31'25"E 90.50
N2°51'40"E 53.00
S50°49'48"E 51.00
N14°24'12"E 45.51
N34°43'12"E 32.00
N7°18'12"E 30.00
N76°24'12"E 65.00
N65°56'12"E 47.00
S46°39'48"E 38.00
N7°18'12"E 52.00
N76°24'12"E 61.00
N65°56'12"E 47.00
N7°18'12"E 52.00
N76°24'12"E 61.00
N65°56'12"E 47.00
N7°18'12"E 52.00
N76°24'12"E 61.00
N65°56'12"E 47.00
S46°39'48"E 38

SKETCH AND DESCRIPTION

~for~ DAVIS FARMS

~of~ Easement Vacation

PROPOSED VACATION:
All drainage and utility easements as originally dedicated upon Lot 1, Block 1, ROWE ADDITION, Anoka County Minnesota.



Lot 1, Block 1, ROWE ADDITION, Anoka County, Minnesota.

Location: Ramsey, Minnesota

Scale 1"=150'	● Denotes Iron Monument	Bearing Datum: Assumed	Job No. 17457PP	Drwg By JSE

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

E. G. RUD & SONS, INC.

By: _____

Dated this 22nd day of September 2017. Minnesota License No. 41578

E. G. RUD & SONS, INC
PROFESSIONAL LAND SURVEYORS
6776 LAKE DRIVE NE, SUITE 110
LINO LAKES, MINNESOTA 55014
TEL. (651) 361-8200
FAX (651) 361-8701
www.egrud.com

CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR ANOKA HENNEPIN 2nd ADDITION

This Agreement (hereinafter the "Agreement") is dated as of this __ day of ____, 2017 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **DAVIS FARMS, LLC.**, a Minnesota _____ (the "**PERMITTEE**").

Recitals

A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the "Subject Property").

B. The **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as DAVIS ADDITION (the "Plat").

C. The Plat reconfigures existing property lines. No new buildable parcels shall be created with the Plat.

Agreement

1. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.

2. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:

   a. The **PERMITTEE'S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.

   b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property either through a currently certified abstract, registered property abstract or title insurance commitment or policy**.**

c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE'S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.

d. Site Plan Approval Required. That prior to construction, the PERMITTEE agrees to secure Site Plan Approval as required by Ramsey City Code Chapter 117.

3. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.

4. Payment of Development Fee's. The **PERMITTEE** must pay to the **CITY** the fees as required by Ramsey City Code an adopted Rates and Charges. These fees may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Light as well as Street Light Operation and Maintenance Fees.

5. Requirements for Building and Occupancy Permits.

a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) the financial guaranty described in Section 6 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka County Soil Conservation District and has provided a copy of each such permit to the **CITY;** and

b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place, and operational (including utility extensions in Bunker Lake Boulevard and Puma Street) and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.

6. Miscellaneous.

a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.

d. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.

e. Reimbursement to the **CITY**. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

f. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.

g. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO PERMITTEE:
Davis Farms, LLC
Attn: _____
2727 N. Ferry St.
Anoka, MN 55303

TO THE CITY:
City of Ramsey
Attn: Community Development Director

7550 Sunwood Drive NW
Ramsey, MN 55303

[The remainder of this page is intentionally left blank.]

THE PERMITTEE:

Anoka Hennepin School District No. 11

By:_____, Davis Farms, LLC
Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ , 2017, by _____, _____ of Davis Farms, LLC., a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

THE CITY:

CITY OF RAMSEY

By:_____
Its: Mayor

By:_____
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this_____ day of_____ 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

_____

Notary Public

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

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

EXHIBIT A

Legal Description of the Subject Property

Lot 1, Block 1, Rowe Addition together with the Northeast Quarter of the Southeast Quarter of Section 3, Township 32, Range 25, except that part platted as Rowe Addition, Anoka County, Minnesota

-and-

That part of the Northwest Quarter of the Southwest Quarter of Section 2, Township 32, Range 25 lying southwesterly of center line of CSAH No. 63, except that part platted as Falconers Ridge, except road subject to easement of record, Anoka County, Minnesota

-and-

That part of the Southwest Quarter of the Southwest Quarter of Section 2, Township 32, Range 25 lying northerly of center line of Trott Brook, subject to easement of record, Anoka County, Minnesota.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-10-257

RESOLUTION GRANTING FINAL PLAT AND DEVELOPMENT AGREEMENT APPROVAL OF DAVIS ADDITION

WHEREAS, Davis Farms, LLC, hereafter referred to as "Developer", properly applied for Final Plat approval of the following described property located in the City of Ramsey:

Lot 1, Block 1, Rowe Addition together with the Northeast Quarter of the Southeast Quarter of Section 3, Township 32, Range 25, except that part platted as Rowe Addition, Anoka County, Minnesota

-and-

That part of the Northwest Quarter of the Southwest Quarter of Section 2, Township 32, Range 25 lying southwesterly of center line of CSAH No. 63, except that part platted as Falconers Ridge, except road subject to easement of record, Anoka County, Minnesota

-and-

That part of the Southwest Quarter of the Southwest Quarter of Section 2, Township 32, Range 25 lying northerly of center line of Trott Brook, subject to easement of record, Anoka County, Minnesota.

(the 'Subject Property');

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

1. That the Ramsey City Council hereby grants final plat approval of Davis Addition in accordance with relevant City Codes. Approval of said plat does not approve any structures on the property.
2. That the Ramsey City Council hereby approved the Development Agreement for Davis Addition and authorizes the Mayor and City Administrator to sign on behalf of the City.
3. That the Ramsey City Council hereby approves the vacation of certain drainage and utility easements as described on Exhibit A, contingent upon successful recording of Davis Addition. Said easement vacation shall become null and void if the plat Davis Addition is not properly recorded.

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 10th day of October, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

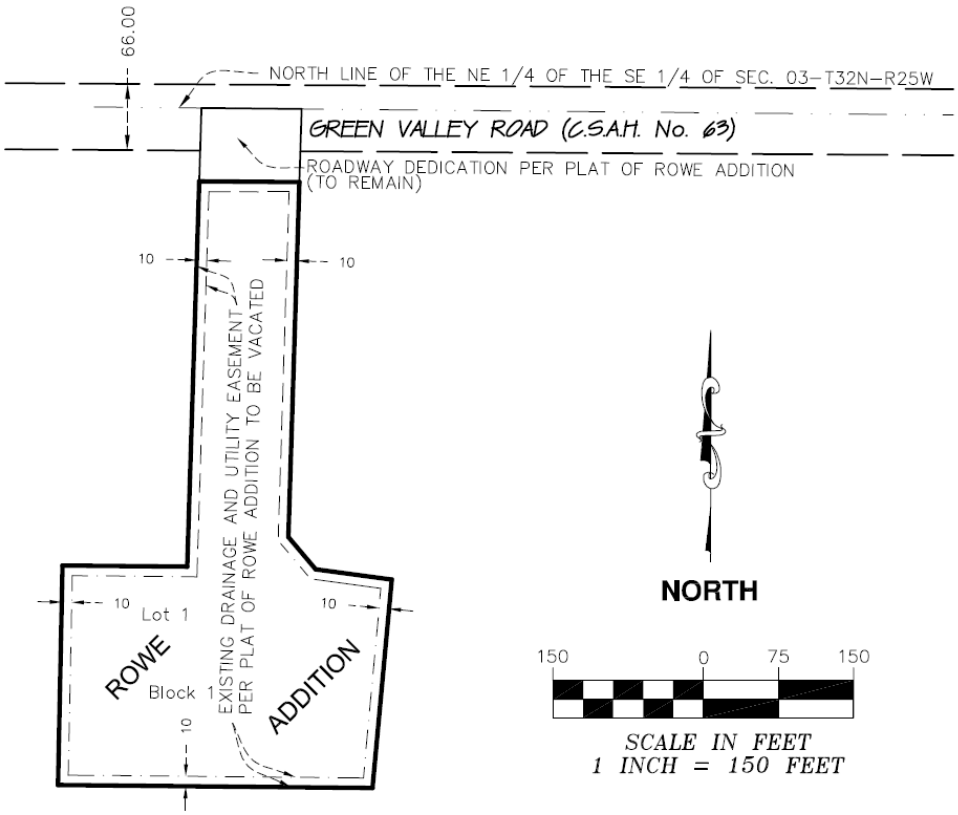
Exhibit A
Easement Vacation Description

SKETCH AND DESCRIPTION

~for~ DAVIS FARMS

~of~ Easement Vacation

PROPOSED VACATION:
All drainage and utility easements as originally dedicated upon Lot 1, Block 1, ROWE ADDITION, Anoka County Minnesota.



Lot 1, Block 1, ROWE ADDITION, Anoka County, Minnesota.

Location: Ramsey, Minnesota

Scale 1"=150' | ● Denotes Iron Monument | Bearing Datum: Assumed | Job No. 17457PP | Drwg By JSE

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

E. G. RUD & SONS, INC.

By: _____

Dated this 22nd day of September 2017. Minnesota License No. 41578

E. G. RUD & SONS, INC.
PROFESSIONAL LAND SURVEYORS
6776 LAKE DRIVE NE, SUITE 110
LINO LAKES, MINNESOTA 55014
TEL. (651) 361-8200
FAX (651) 361-8701
www.egrud.com

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: 10/10/2017

By: Tim Gladhill, Community Development

Information

Title:

Adopt Resolution #17-10-260 Approving Development Agreement for COR Stone Brook Academy, Case of MK Johnson Properties, LLC

Purpose/Background:

The purpose of this case is to consider a Development Agreement related to the Stone Brook Academy project.

Notification:

Notification is not required for this case. Notification has previously been provided for this project as required by State Statute and City Policies.

Observations/Alternatives:

The City approved a private development project proposed by MK Johnson Properties, LLC earlier this summer. A standard contingency of plan approval is to enter into a Development Agreement with the City obligating the Developer to construct the improvements required by City Code and reflected in the approved plan set. The City's standard Development Agreement also requires the Developer to establish a Financial Surety to ensure the timely construction of required improvements as well as an Inspection Fee to cover the costs of the City to inspect the required improvements.

Funding Source:

Preparation of this case and associated Development Agreements are the responsibility of the Applicant. City costs in preparation are charged against an escrow placed by the Applicant.

The Applicant is responsible for constructing the improvements spelled out in the Plan Set and the Development Agreement.

Recommendation:

Staff recommends approval of the Development Agreement.

Action:

Motion to adopt Resolution #17-10-260 approving the Development Agreement related to COR Stone Brook Academy.

Attachments

Site Location Map

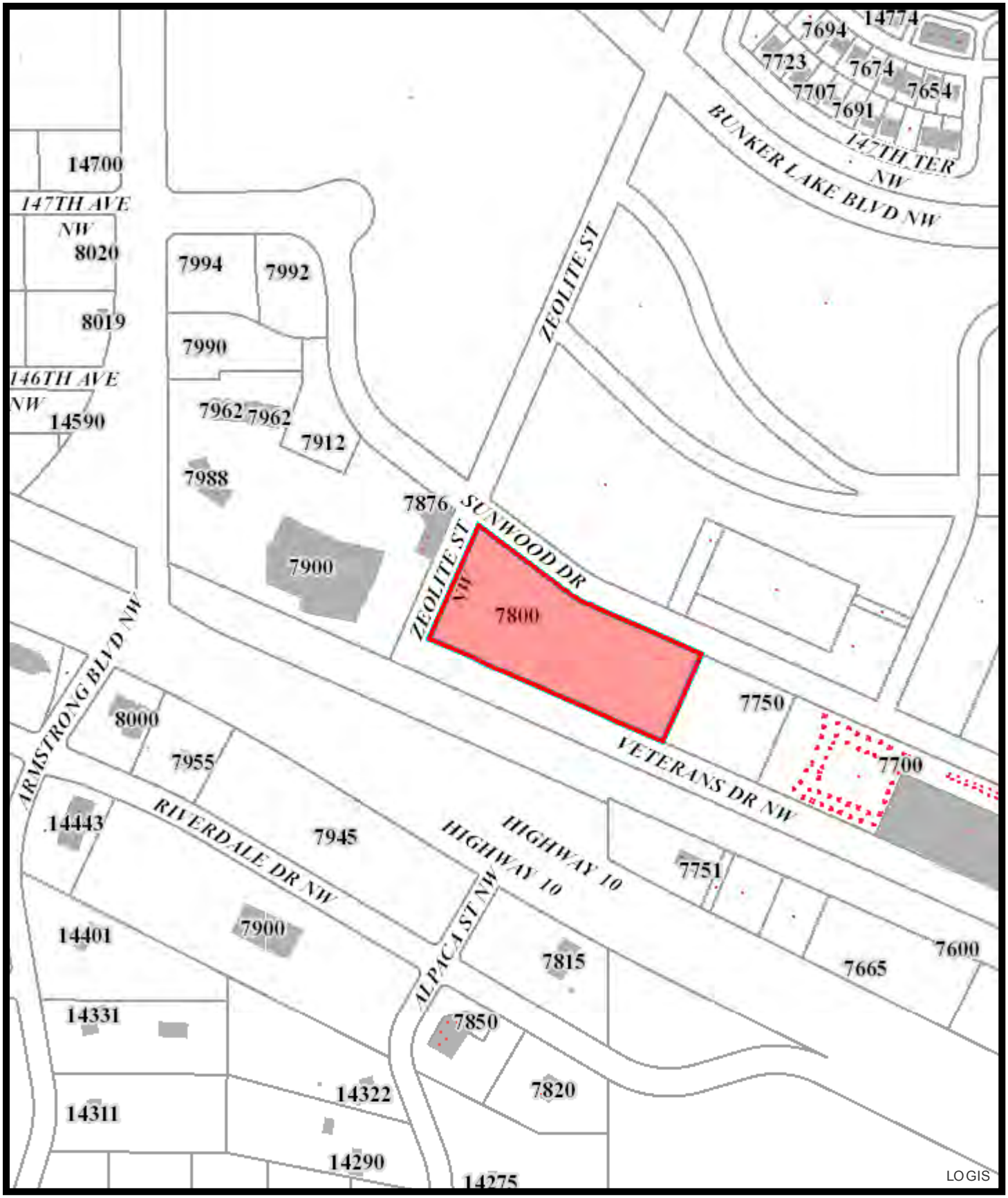
Site Improvement Plan Set
Public Improvements Plan Set
DRAFT Development Agreement
Resolution #17-10-260

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	10/06/2017 03:18 PM
Form Started By: Tim Gladhill		Started On: 10/06/2017 08:24 AM
Final Approval Date: 10/06/2017		

28-32-25-23-0010
7800 SUNWOOD DR NW

Site Location Map



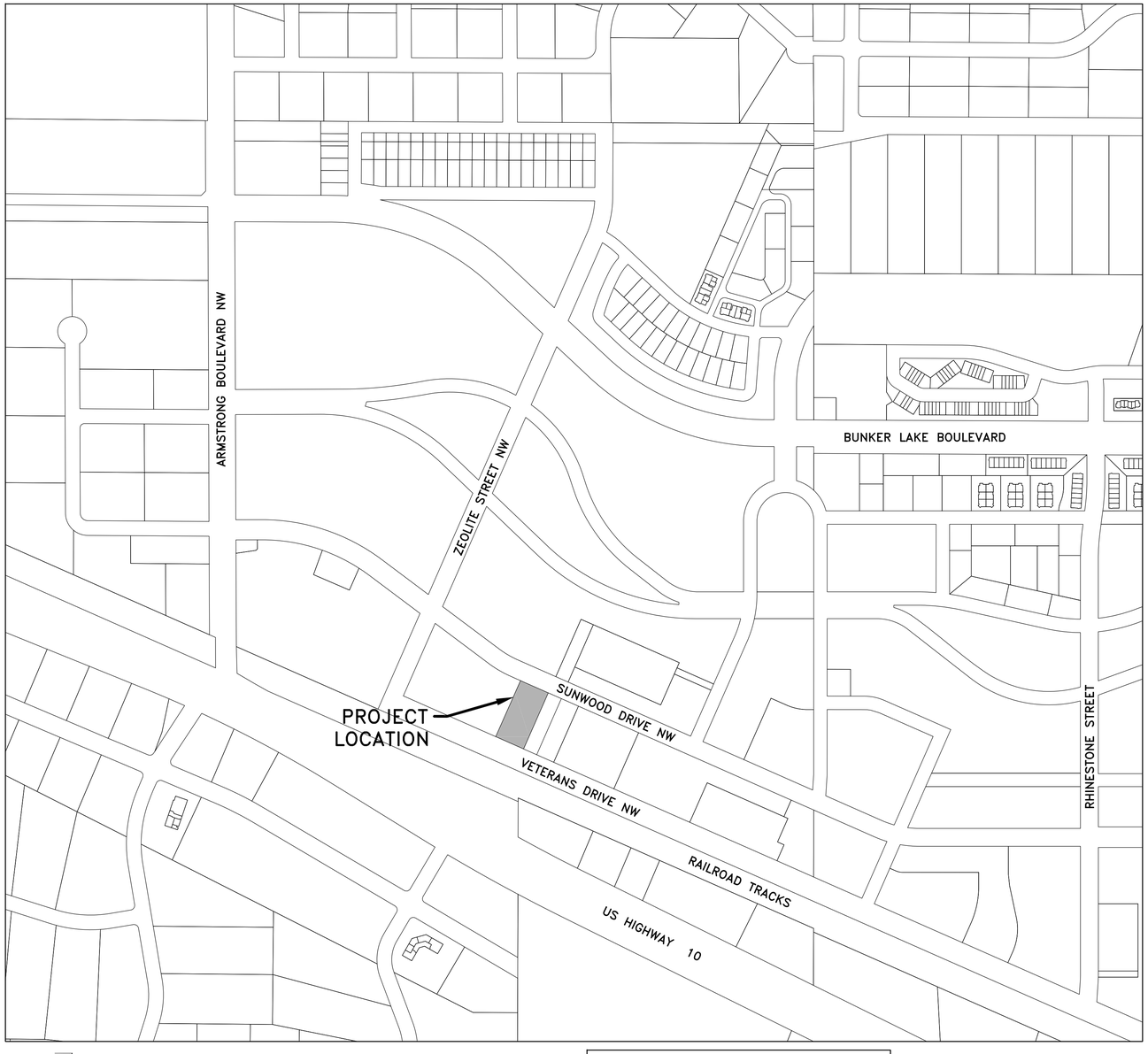
Feet
0 95 190 380 570 760

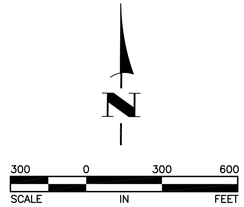
Print Date: May 17, 2017

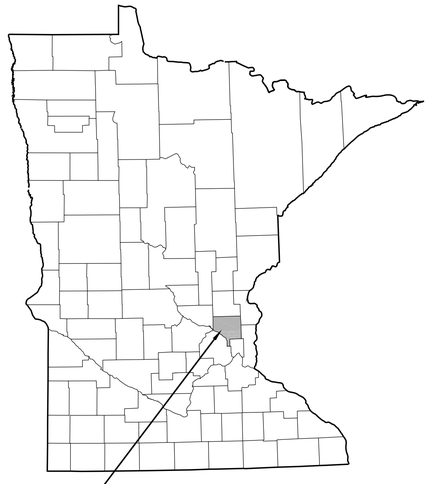
SITE WORK FOR STONE BROOK ACADEMY

CONSTRUCTION PLANS FOR AGGREGATE BASE, BITUMINOUS SURFACING, CURB & GUTTER, GRADING, SEWER AND WATER SERVICES, STORM SEWER AND MISCELLANEOUS CONSTRUCTION

CITY OF RAMSEY







CITY OF RAMSEY,
ANOKA COUNTY,
MINNESOTA

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE 2013 ADDITION OF THE CEAM STANDARD SPECIFICATIONS SHALL APPLY.

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.

SHEET INDEX

THIS PLAN CONTAINS 6 SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	EXISTING TOPOGRAPHY PLAN
3	GRADING, DRAINAGE AND EROSION CONTROL PLAN
4	UTILITY AND PAVING PLAN
5	GENERAL CONSTRUCTION NOTES AND DETAILS
6	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.

CRAIG J. JOCHUM, P.E.
HAKANSON ANDERSON
DESIGN ENGINEER

23461 LIC. NO.

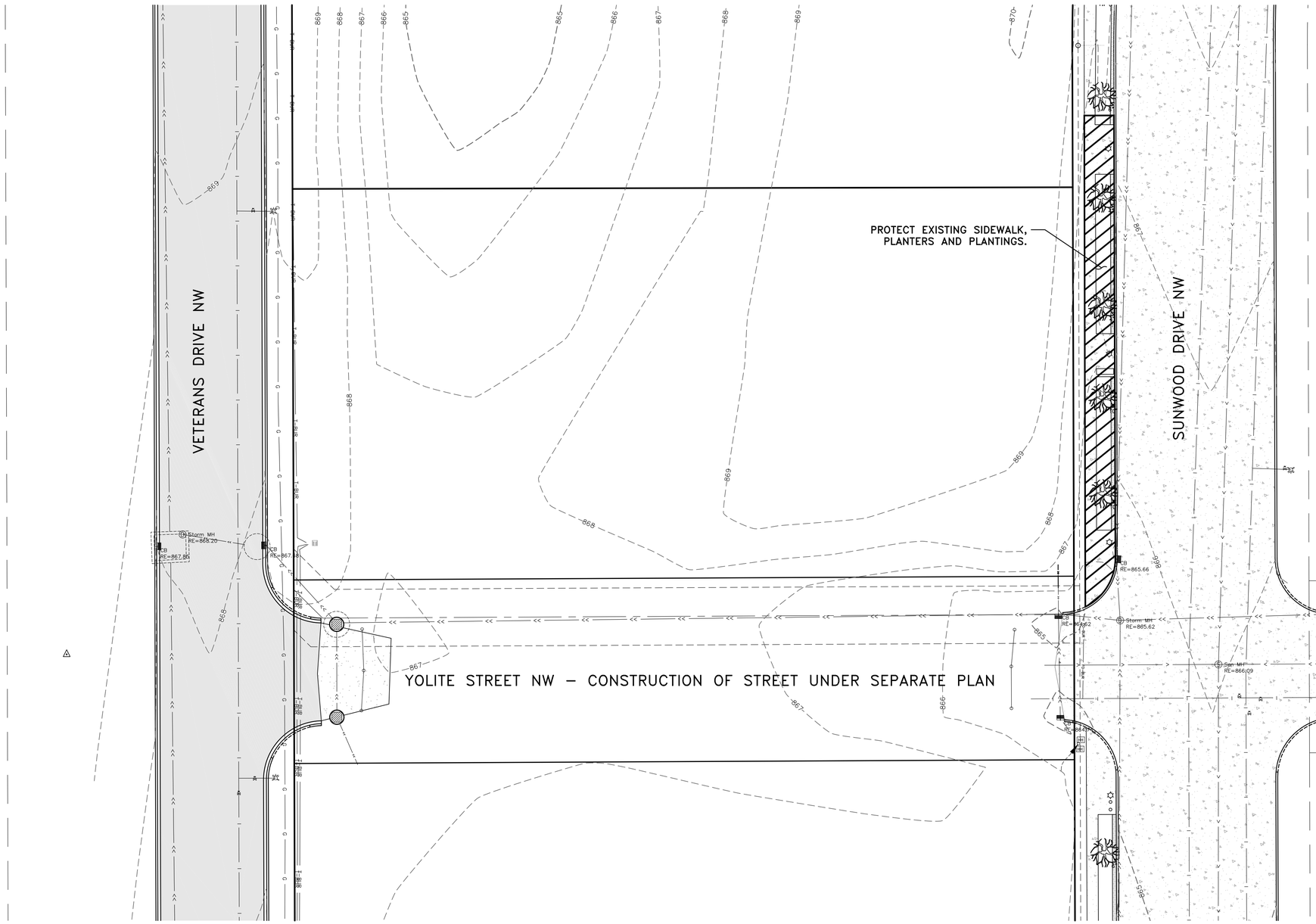
DATE 5/4/17

DATE	REVISION
6/1/17	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 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

May 31, 2017 - 3:11pm
K:\PRIVATE\4163.02\ENGINEERING\4163.02 TITLE.dwg



20 0 20 40
SCALE IN FT.

LEGEND

- 906 EXISTING CONTOUR
- DRAINAGE AND UTILITY EASEMENT
- PROPERTY LINE
- P–OH OVERHEAD ELECTRIC
- P–BUR UNDERGROUND ELECTRIC
- T–BUR UNDERGROUND TELEPHONE
- G UNDERGROUND GAS LINE
- POWER POLE
- GUY WIRE
- LIGHT POLE
- EXISTING STORM SEWER
- EXISTING CATCH BASIN
- EXISTING STORM MANHOLE
- EXISTING SANITARY SEWER
- EXISTING SANITARY MANHOLE
- EXISTING WATER SERVICE
- EXISTING CONCRETE CURB
- DECIDUOUS AND CONIFEROUS TREES
- x EXISTING CHAIN LINK FENCE

DATE	REVISION
6/1/17	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.

Date 5-4-17 CRAIG J. JOCHUM, P.E. Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763–427–5860 FAX 763–427–0520
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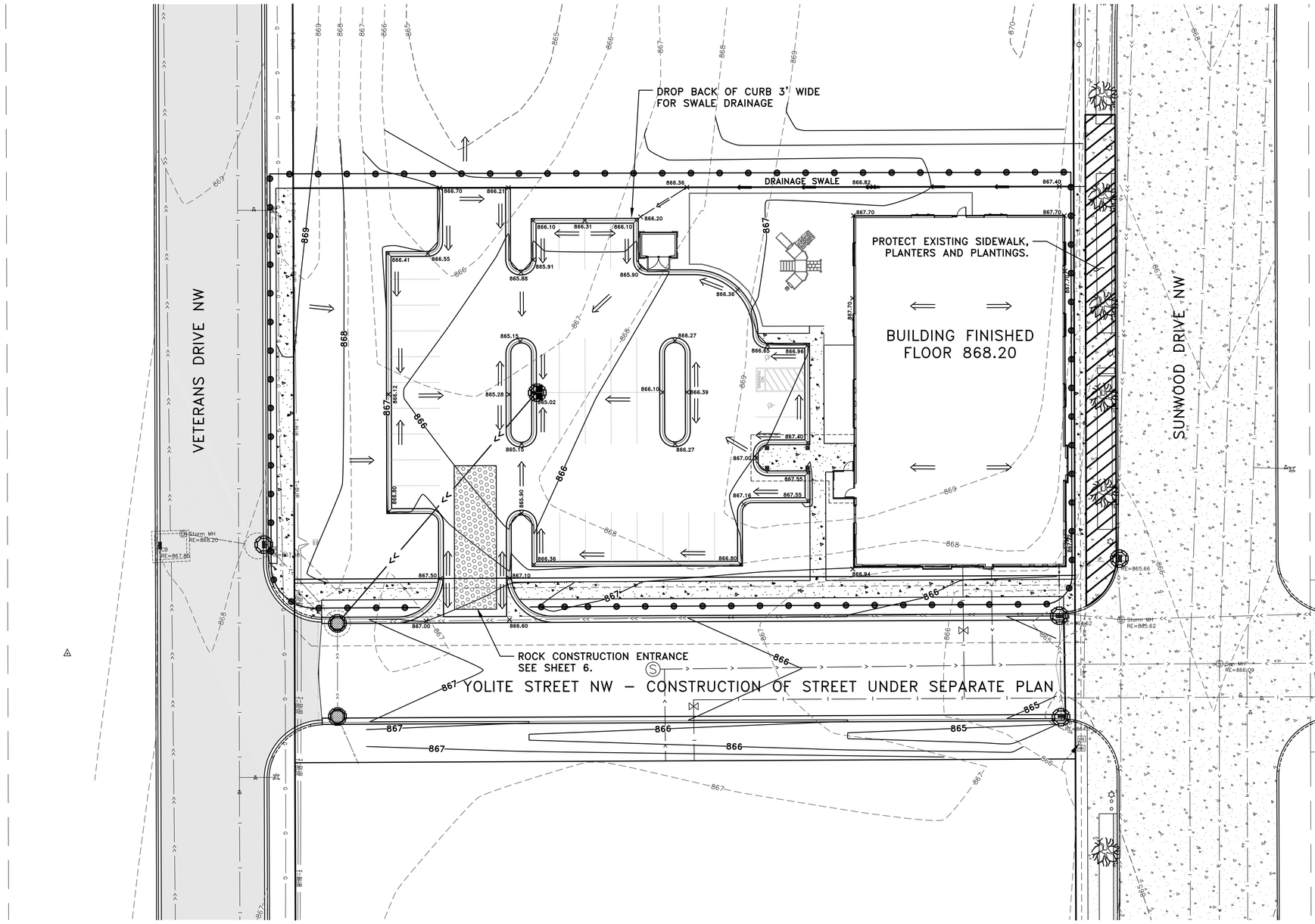
STONE BROOK ACADEMY SITE CONSTRUCTION PLANS

EXISTING TOPOGRAPHY PLAN

CITY OF RAMSEY, MINNESOTA

SHEET 2 OF 6 SHEETS

4163.02



20 0 20 40
SCALE IN FT.

LEGEND

- 906 EXISTING CONTOUR
- 906 PROPOSED CONTOUR
- DRAINAGE AND UTILITY EASEMENT
- PROPERTY LINE
- P–OH OVERHEAD ELECTRIC
- P–BUR UNDERGROUND ELECTRIC
- T–BUR UNDERGROUND TELEPHONE
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- EXISTING SANITARY MANHOLE
- EXISTING WATER SERVICE
- EXISTING CONCRETE CURB
- DECIDUOUS AND CONIFEROUS TREES
- PROPOSED STORM SEWER
- PROPOSED CATCH BASIN
- PROPOSED STORM MANHOLE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER SERVICE
- PROPOSED CONCRETE CURB & GUTTER
- 2/3 DETAIL NUMBER / SHEET NUMBER
- INLET PROTECTION DEVICE SEE SHEET 6
- SILT FENCE SEE CITY STANDARD PLATE ERO–1 ON SHEET 5
- X= 908.55 PROPOSED FINISHED ELEVATION
- DRAINAGE ARROW

GENERAL NOTES:

1. VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
2. SEE THE UTILITY AND PAVING PLAN FOR STORM SEWER AND SEWER AND WATER SERVICE INFORMATION.
3. SEE THE STORM WATER POLLUTION PREVENTION PLAN FOR ADDITIONAL REQUIREMENTS.

DATE	REVISION
6/1/17	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.

CRAIG J. JOCHUM, P.E.
Date 5-4-17 Lic. No. 23461

DESIGNED BY: CJJ
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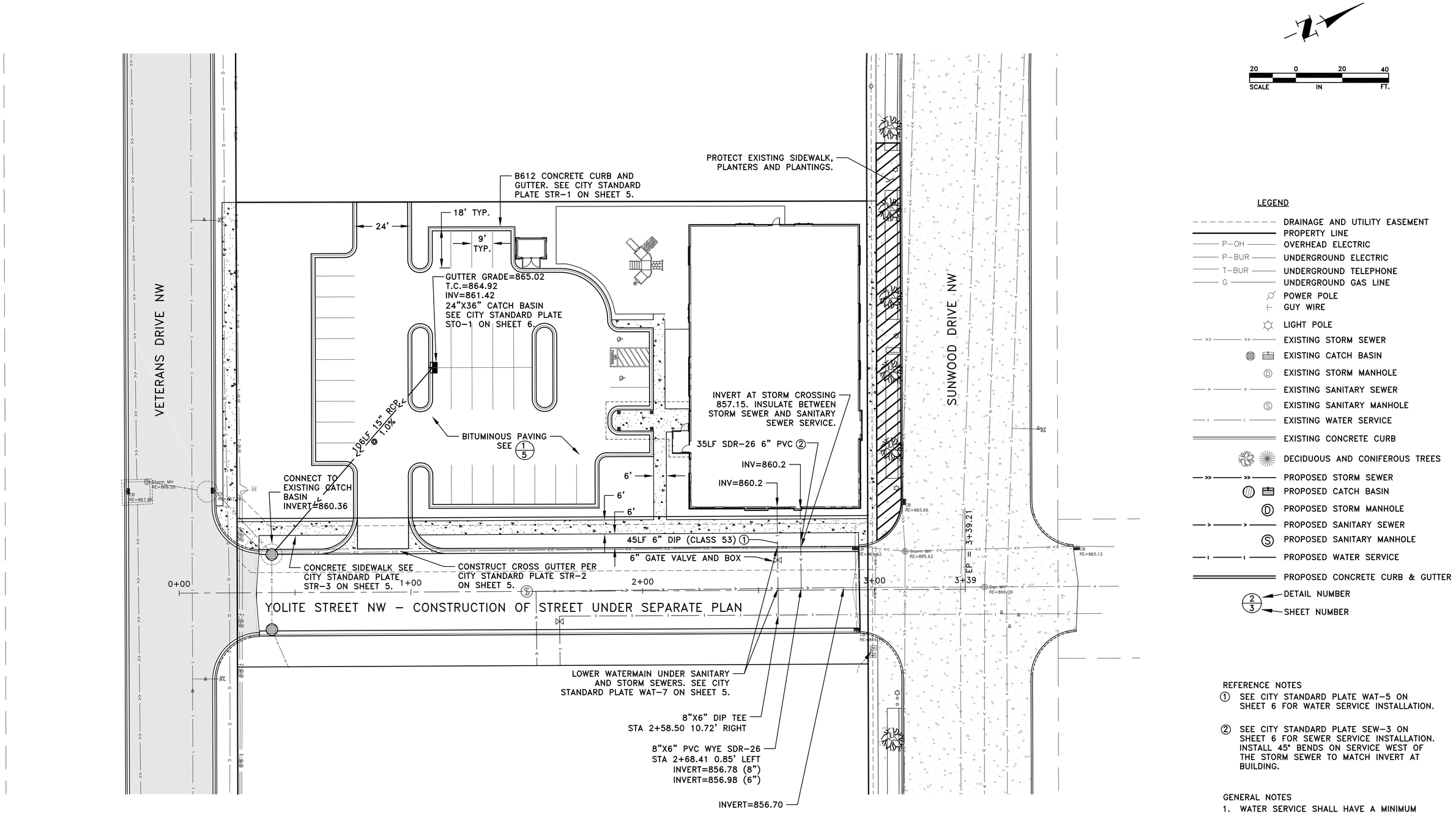
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STONE BROOK ACADEMY SITE CONSTRUCTION PLANS

GRADING, DRAINAGE AND EROSION CONTROL PLAN
CITY OF RAMSEY, MINNESOTA

SHEET 3 OF 6 SHEETS

4163.02



LEGEND

- DRAINAGE AND UTILITY EASEMENT
- PROPERTY LINE
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- PROPOSED SANITARY MANHOLE
- PROPOSED WATER SERVICE
- PROPOSED CONCRETE CURB & GUTTER
- 2/3 — DETAIL NUMBER / SHEET NUMBER

REFERENCE NOTES

1. SEE CITY STANDARD PLATE WAT–5 ON SHEET 6 FOR WATER SERVICE INSTALLATION.
2. SEE CITY STANDARD PLATE SEW–3 ON SHEET 6 FOR SEWER SERVICE INSTALLATION. INSTALL 45° BENDS ON SERVICE WEST OF THE STORM SEWER TO MATCH INVERT AT BUILDING.

GENERAL NOTES

1. WATER SERVICE SHALL HAVE A MINIMUM BURY OF 7.5 FEET.
2. ALL DIP 6 INCH AND SMALLER SHALL BE CLASS 53.

DATE	REVISION
6/1/17	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.

CRAIG J. JOCHUM, P.E.
Date 5-4-17 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

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STONE BROOK ACADEMY SITE CONSTRUCTION PLANS

UTILITY AND PAVING PLAN

CITY OF RAMSEY, MINNESOTA

SHEET 4 OF 6 SHEETS

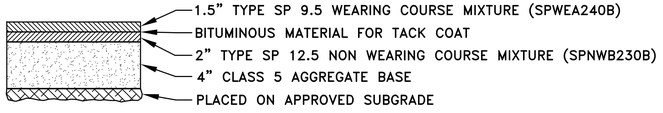
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GENERAL CONSTRUCTION AND SOILS NOTES:

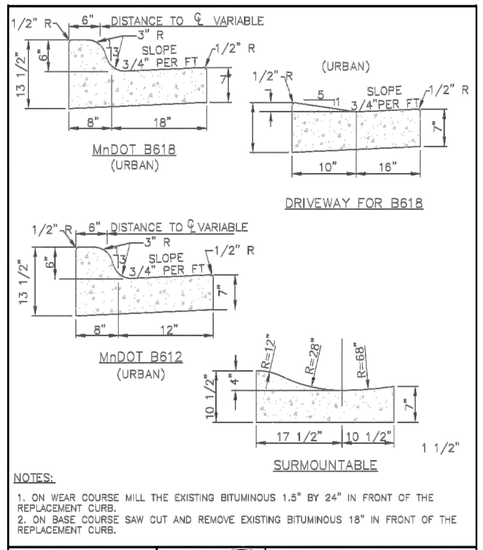
1. STRIP ALL INPLACE TOPSOIL IN AREAS TO BE DISTURBED BY CONSTRUCTION AND REUSE AS SLOPE DRESSING. IN AREAS OF PARKING LOT AND BUILDING CONSTRUCTION, THE EXPOSED SAND SHALL BE SURFACE COMPACTED TO AT LEAST 100% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY, ASTM D698, IN AT LEAST THE UPPER 3 FEET.
2. UNLESS OTHERWISE RECOMMENDED IN THESE PLANS, THE GRADING SUBGRADE SHALL BE CONSTRUCTED OF SUITABLE GRADING MATERIAL. THE FILL SHALL BE PLACED IN 8'' TO 10'' LOOSE LIFTS, AND COMPACTED TO 100% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY.
3. SUITABLE GRADING MATERIAL FOR THIS PROJECT SHALL CONSIST OF ALL SOILS ENCOUNTERED WITH THE EXCEPTION OF TOPSOIL, SILT, DEBRIS, ORGANIC MATERIAL AND OTHER UNSTABLE MATERIAL.
4. PROVIDE A SAW CUT WHEN PLACING NEW PAVEMENT ADJACENT TO INPLACE PAVEMENT AND AT TERMINI OF CONSTRUCTION TO ENSURE A UNIFORM JOINT.
5. 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.
6. USE TACK COAT BETWEEN ALL BITUMINOUS MIXTURES. THE BITUMINOUS TACK COAT MATERIAL SHALL BE APPLIED AT A UNIFORM RATE OF 0.05 GAL/SY TO 0.07 GAL/SY BETWEEN BITUMINOUS LAYERS. THE APPLICATION RATES ARE FOR UNDILUTED EMULSIONS (AS SUPPLIED FROM THE REFINERY) OR MC AND RC LIQUID ASPHALTS.
7. PERFORMANCE GRADED (PG) ASPHALT BINDER PG 58-28, SPEC. 3151, SHALL BE USED FOR ALL BITUMINOUS MIXES ON THIS PROJECT. SPECIFIC PG GRADES SHALL BE LISTED AT THE END OF THE MIX DESIGNATION NUMBER SHOWN ON THE TYPICAL SECTION.
8. THE BITUMINOUS MIXTURES SHALL MEET THE REQUIREMENTS OF SPECIFICATIONS 2360 AND 3139.
9. ALL DISTURBED AREAS SHALL BE RESTORED WITH 4" OF TOPSOIL AND SOD. SEE CITY STANDARD PLATE ERO-6 ON SHEET 6 FOR TOPSOIL REQUIREMENTS.

GENERAL EROSION CONTROL NOTES:

1. EROSION CONTROL SHALL CONFORM TO THE Mn/DOT EROSION CONTROL HANDBOOK.
2. PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL ACQUIRE THE NECESSARY MPCA NPDES STORMWATER PERMIT.
3. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL FACILITIES (BMP'S) PRIOR TO GRADING AND REMOVAL ACTIVITIES. BMP'S SHALL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION ACTIVITIES AND POTENTIAL FOR EROSION HAS PASSED.
4. THE CONTRACTOR SHALL SCHEDULE THEIR OPERATION TO MINIMIZE THE AMOUNT OF DISTURBED AREA AT ANY GIVEN TIME.
5. BMP'S SHALL BE INSPECTED DAILY BY THE CONTRACTOR. OBSERVATIONS SHALL BE RECORDED IN THE INSPECTION LOG.
6. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION.
7. THE CONTRACTOR SHALL FILE A NOTICE OF TERMINATION WITH THE MPCA AFTER FINAL STABILIZATION HAS BEEN APPROVED. THE CITY MUST APPROVE THE NOTICE OF TERMINATION PRIOR TO SUBMITTAL. ALL EROSION CONTROL INSPECTION LOGS MUST BE SUBMITTED TO THE CITY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
8. STREETS SHALL BE CLEANED WITHIN 3 HOURS AFTER NOTIFICATION BY CITY THAT SWEEPING IS REQUIRED.

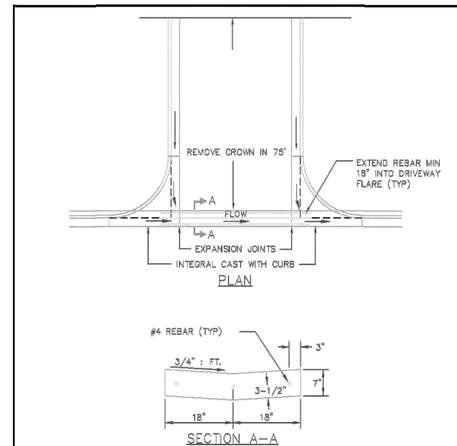


1/5 BITUMINOUS PAVEMENT SECTION
NO SCALE



NOTES:
1. ON WEAR COURSE MILL THE EXISTING BITUMINOUS 1.5" BY 24" IN FRONT OF THE REPLACEMENT CURB.
2. ON BASE COURSE SAW CUT AND REMOVE EXISTING BITUMINOUS 18" IN FRONT OF THE REPLACEMENT CURB.

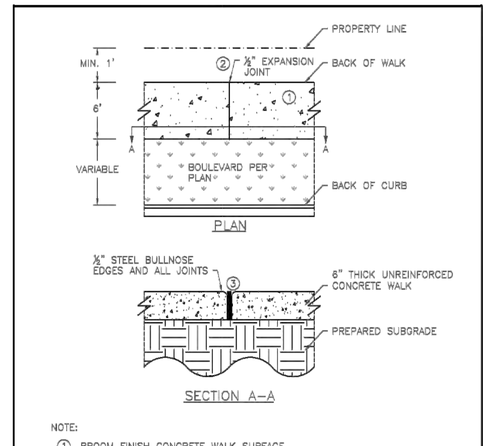
APPROVED: 1 - 2016	City of RAMSEY	STANDARD DETAILS: CURB AND GUTTER
		CITY PLATE No. STR-1



CONCRETE VALLEY GUTTER

NOTES:
1. WITH REMOVAL OF EXISTING CURB AT A STREET, MILL BITUMINOUS TO A DEPTH OF 1.5" ANS A WIDTH OF 18" IN EXISTING STREET.
2. TO BE USED WHENEVER CROSS DRAINAGE IS < 2%

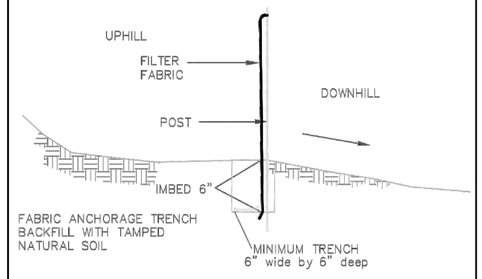
APPROVED: 4 - 2007	City of RAMSEY	STANDARD DETAILS: CROSS GUTTER
		CITY PLATE No. STR-2



NOTE:
1. BROOM FINISH CONCRETE WALK SURFACE
2. MAXIMUM 100 FOOT SPACING BETWEEN EXPANSION JOINTS
3. 1/2" EXPANION JOINT MEETING MNDOT SPEC 3702. PROVIDE ONE PIECE OF FILLER FOR THE ENTIRE DEPTH AND WIDTH OF THE JOINT

NOT TO SCALE

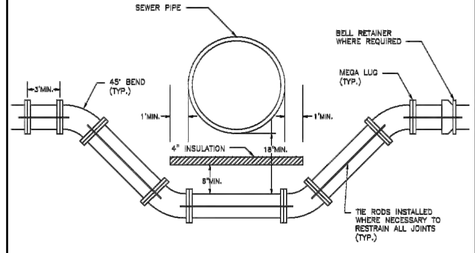
APPROVED: 10 - 2015	City of RAMSEY	STANDARD DETAILS: CONCRETE SIDEWALK
		CITY PLATE No. STR-3



INSTALL AS PER FILTER FABRIC MANUFACTURER'S RECOMMENDATIONS

SILT FENCE DETAIL
NO SCALE

APPROVED: 1 - 2016	City of RAMSEY	STANDARD DETAILS: SILT FENCE
		CITY PLATE No. ERO-1



NOTE:
1. PROVIDE MEGA LUGS OR APPROVED EQUAL AT ALL JOINT'S ON BENDS AND AS SHOWN ON THIS STANDARD PLATE.
2. USE 2 - 3/4" DIAMETER TIE RODS. ALL TIE RODS TO BE COAL TAR COATED AFER INSTALLATION.
3. PROVIDE SAND CUSHION BETWEEN TOP OF WATERMAIN AND BOTTOM OF INSULATION, MIN. DIMENSIONS AS SHOWN ON THIS STANDARD PLATE.

NOTE: SEE STANDARD PLATE WAT-5 FOR UTILITY INSULATION REQUIREMENTS.

APPROVED: 6 - 2015	City of RAMSEY	STANDARD DETAILS: WATERMAIN LOWERING
		CITY PLATE No. WAT-7

DATE	REVISION
6/1/17	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.

CRAIG J. JOCHUM, P.E.
Date 5-4-17 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

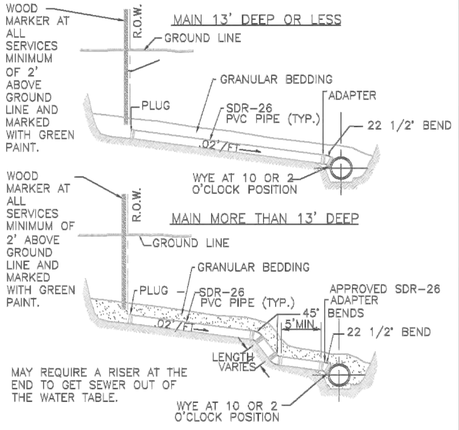
Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.hakanson-anderson.com

STONE BROOK ACADEMY SITE CONSTRUCTION PLANS

GENERAL CONSTRUCTION NOTES AND DETAILS
CITY OF RAMSEY, MINNESOTA

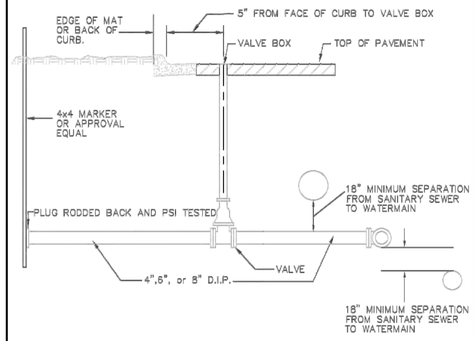
SHEET 5 OF 6 SHEETS

4163.02



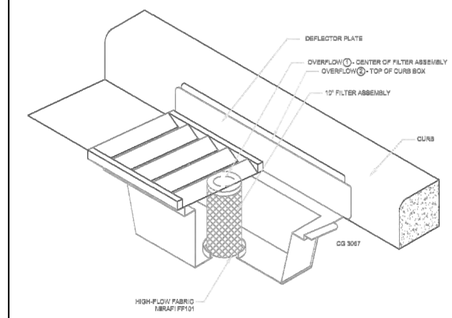
NOTES:
1. 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES
2. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE.
3. TRACER WIRE ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS.

APPROVED: 4 – 2016	City of RAMSEY	STANDARD DETAILS: SANITARY SEWER SERVICE
		CITY PLATE No. SEW–3



NOTES:
1.SHALL BE BLOCKED OR TIED TO THE 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.

APPROVED: 1 – 2016	City of RAMSEY	STANDARD DETAILS: COMMERCIAL SERVICE
		CITY PLATE No. WAT–5

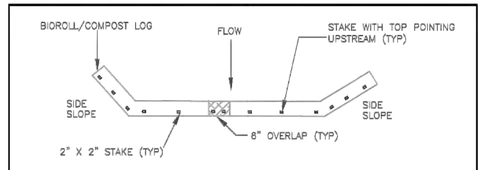


INLET PROTECTION – WIMCO OR EQUAL

N.T.S.

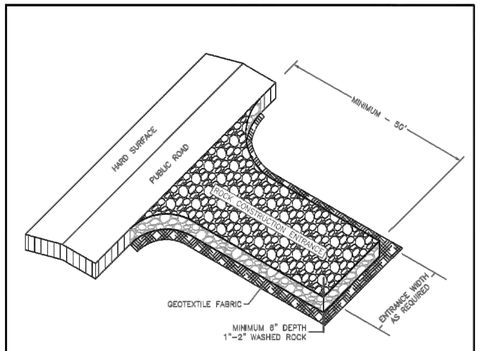
NOTE:
THIS INLET PROTECTION SHALL BE USED IMMEDIATELY FOLLOWING CURB & GUTTER CONSTRUCTION. INLET PROTECTION SHALL REMAIN INSTALLED AND MAINTAINTED UNTIL ALL HOME CONSTRUCTION IS COMPLETE.

APPROVED: 1 – 2016	City of RAMSEY	STANDARD DETAILS: INLET PROTECTION
		CITY PLATE No. ERO–2



NOTE:
STAKE INTO GROUND WITH WOOD STAKES DRIVING STAKE 8" INTO GROUND AND PROTRUDING 2" ABOVE LOG
WOOD STAKES ARE A MINIMUM 0.5" X 2" X 16" AND PLACED EVERY 1' UNLESS PRECLUDED BY A ROCK
WHEN MORE THAN 1 BIOROLL/COMPOST LOG IS NEEDED, OVERLAP ENDS A MINIMUM OF 8" AND STAKE
WOOD STAKES ARE DRIVEN THROUGH BACK HALF OF BIOROLL OR COMPOST LOG AT 45° ANGLE WITH TOP OF STAKE POINTING UPHILL

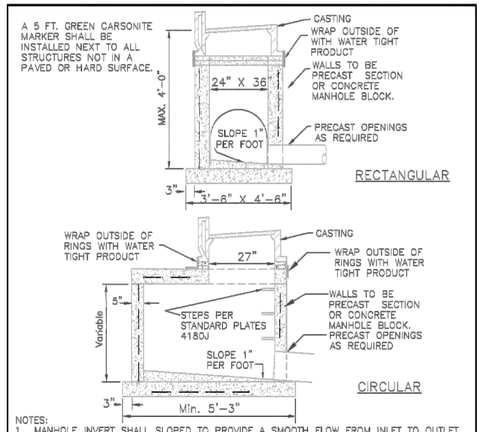
APPROVED: 3 – 2016	City of RAMSEY	STANDARD DETAILS: BIO ROLL (COMPOST LOG)
		CITY PLATE No. ERO–4



NOTE:
1. MINIMUM CONSTRUCTION ENTRANCE WIDTH EQUAL TO PROPOSED ROADWAY WIDTH.
2. WIDTH OF RADIUS AS REQUIRED TO ENSURE VEHICLES DO NOT TRACK ONTO PUBLIC ROAD.
3. MAINTAINENCE AS REQUIRED TO PREVENT TRACKING ONTO PUBLIC ROADS. THIS MAY REQUIRE TOP DRESSING WITH ADDITIONAL ROCK OR REMOVAL AND REINSTALLATION OF THE ENTRANCE AS NEEDED.

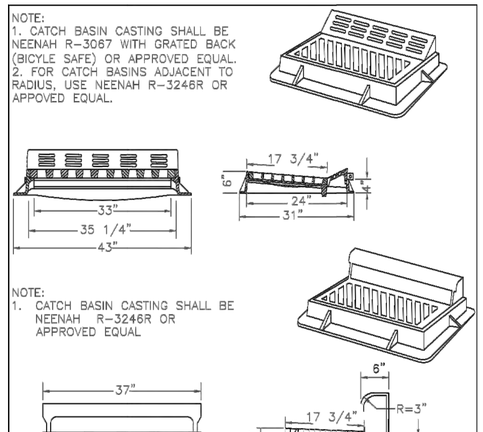
NOT TO SCALE

APPROVED: 1 – 2016	City of RAMSEY	STANDARD DETAILS: ROCK CONSTRUCTION ENTRANCE
		CITY PLATE No. ERO–5



NOTES:
1. MANHOLE INVERT SHALL SLOPED TO PROVIDE A SMOOTH FLOW FROM INLET TO OUTLET
2. CONCRETE BASE SHALL BE 8" POURED IN PLACE OR 5" PRECAST SLAB.
3. CONCRETE ADJUSTING RINGS TO BE INSTALLED MAX.7–2" RINGS, MIN 2–2" RINGS
4. GROUT BETWEEN RINGS,SHIMS SHALL BE METAL, CONCRETE OR PLASTIC
5. INSPECTION OF MANHOLE REQUIRED BEFORE BACKFILLING
6. A 10 GAUGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL STORM LINES.
7. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE
8. STEPS ARE REQUIRED IF STRUCTURE FROM THE CASTING TO THE INVERT IS GREATER THAN 4 FEET
9. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS

APPROVED: 4 – 2007	City of RAMSEY	STANDARD DETAILS: CATCH BASIN
		CITY PLATE No. STO–1



STANDARD CATCHBASIN CASTING

APPROVED: 6 – 2016	City of RAMSEY	STANDARD DETAILS: STORMWATER CASTING
		CITY PLATE No. STO–4

MNDOT 2016 SPEC

MNDOT 2016 SPEC TABLE 3877–1 COMMON TOPSOIL BORROW		
REQUIREMENT	RANGE	TEST METHOD
MATERIAL PASSING THE 3/4 IN [19MM]	100%	ASTM D 422
MATERIAL PASSING NO. 4 [4.75MM]	≥85%	–
CLAY	5% –35%	ASTM D 422
SILT	5% – 70%	ASTM D 422
SAND	10% – 75%	ASTM D 422
ORGANIC MATTER	3% – 15%	ASTM D 2974
pH	6.1–7.8	ASTM G 51

NOTE:
1. INSTALLATION OF 4" OF TOPSOIL MEETING MNDOT SPECIFICATION 3877A COMMON TOPSOIL BORROW, MAY BE REQUIRED ACROSS ALL DISTURBED AREAS.
2. A SOIL CERTIFICATION FROM A GEOTECHNICAL FIRM MUST BE PROVIDED VERIFYING THE TOPSOIL MEETS SPECIFICATION ALONG WITH LOAD TICKETS TO VERIFY THE SOURCE OF MATERIAL AND QUANTITY.
3. TOPSOIL MUST COME FROM A CITY APPROVED SOURCE.

APPROVED: 1 – 2016	City of RAMSEY	CITY PLATE No. ERO–6	STANDARD DETAILS: TOPSOIL REQUIREMENTS

DATE	REVISION
6/1/17	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.

CRAIG J. JOCHUM, P.E.
Date 5-4-17 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

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

STONE BROOK ACADEMY SITE CONSTRUCTION PLANS

DETAILS

CITY OF RAMSEY, MINNESOTA

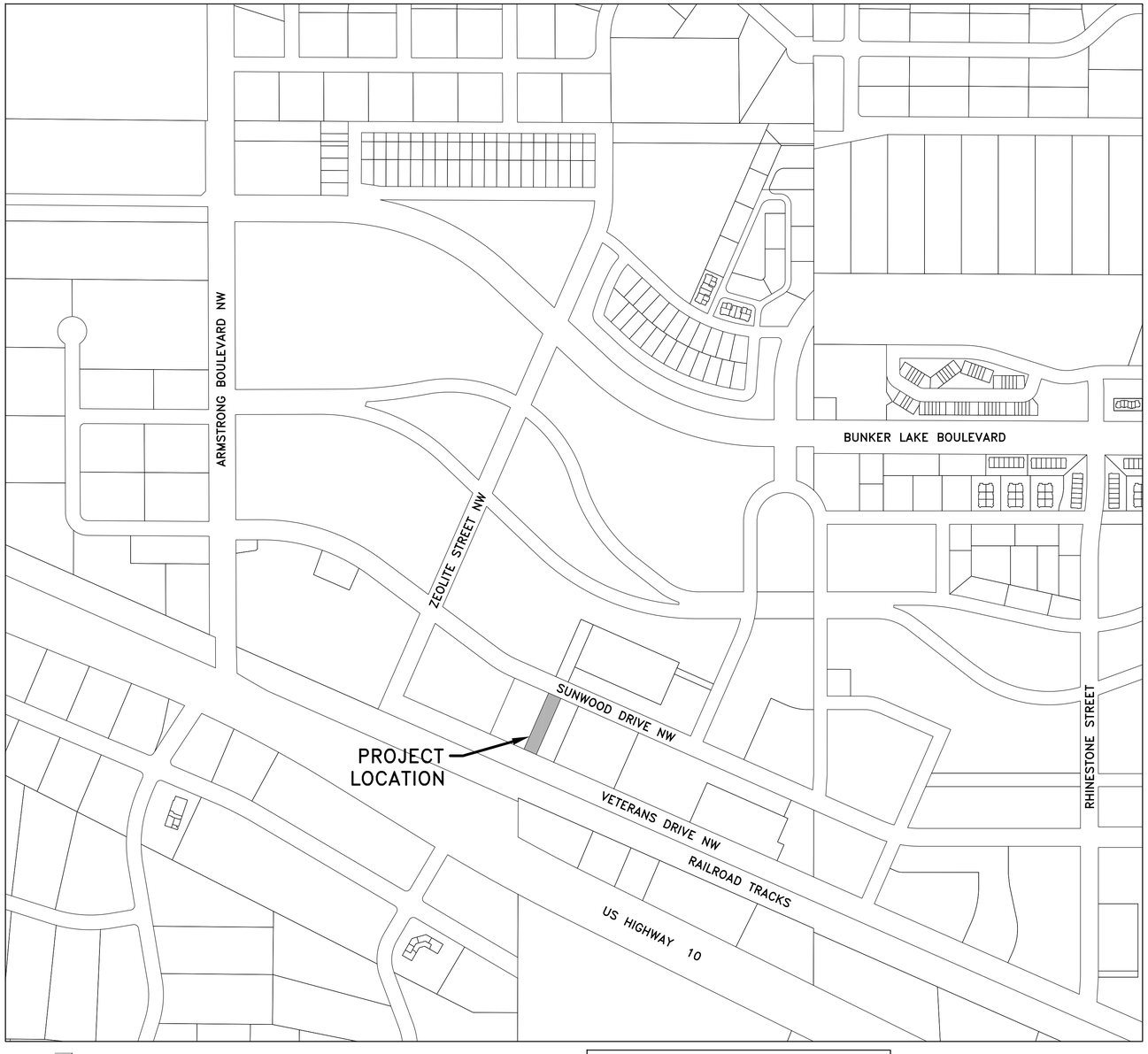
SHEET 6 OF 6 SHEETS

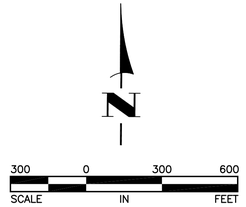
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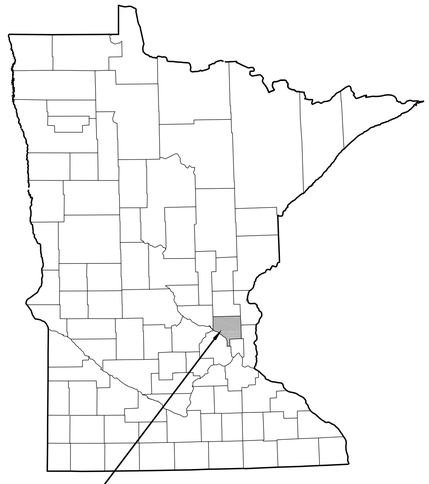
YOLITE STREET

CONSTRUCTION PLANS FOR BITUMINOUS SURFACING, CURB & GUTTER, DRAINAGE IMPROVEMENTS, SANITARY SEWER, WATERMAIN AND MISCELLANEOUS CONSTRUCTION

CITY OF RAMSEY







CITY OF RAMSEY,
ANOKA COUNTY,
MINNESOTA

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE 2013 CEAM STANDARD SPECIFICATIONS SHALL APPLY.

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 THE YOLITE STREET PROJECT.

SHEET INDEX

THIS PLAN CONTAINS 23 SHEETS

SHEET NO.	DESCRIPTION
1	TITLE
2	GENERAL CONSTRUCTION NOTES AND DETAILS
3	DETAILS & LEGEND
4–9	PEDESTRIAN CURB RAMP DETAILS
10–11	TYPICAL SECTIONS
12	EXISTING CONDITIONS AND REMOVALS
13	STREET PLAN AND PROFILE
14	SANITARY SEWER AND WATERMAIN PLAN
15	GRADING AND EROSION CONTROL
16–17	STRIPING LEGEND AND NOTES
18	STRIPING & SIGNAGE PLAN
19–21	SIGNAGE DETAILS
22	TRAFFIC CONTROL PLANS
X1	CROSS SECTIONS

APPROVED: _____ DATE: _____

BRUCE WESTBY, P.E.
CITY ENGINEER

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.

_____ 23461 DATE 5/4/17

CRAIG J. JOCHUM, P.E.
HAKANSON ANDERSON
DESIGN ENGINEER

LIC. NO.

DATE	REVISION
6/1/17	CITY COMMENTS

SHEET 1 OF 22 SHEETS

4163.01

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 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

May 31, 2017 - 3:59pm
K:\PRIVATE\4163.01\ENGINEERING\4163.01 TITLE.dwg

GENERAL CONSTRUCTION AND SOILS NOTES:

1. STRIP ALL INPLACE TOPSOIL IN AREAS TO BE DISTURBED BY CONSTRUCTION AND REUSE AS SLOPE DRESSING. IN AREAS OF PARKING LOT AND BUILDING CONSTRUCTION, THE EXPOSED SAND SHALL BE SURFACE COMPACTED TO AT LEAST 100% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY, ASTM D698, IN AT LEAST THE UPPER 3 FEET.
2. UNLESS OTHERWISE RECOMMENDED IN THESE PLANS, THE GRADING SUBGRADE SHALL BE CONSTRUCTED OF SUITABLE GRADING MATERIAL. THE FILL SHALL BE PLACED IN 8'' TO 10'' LOOSE LIFTS, AND COMPACTED TO 100% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY.
3. SUITABLE GRADING MATERIAL FOR THIS PROJECT SHALL CONSIST OF ALL SOILS ENCOUNTERED WITH THE EXCEPTION OF TOPSOIL, SILT, DEBRIS, ORGANIC MATERIAL AND OTHER UNSTABLE MATERIAL.
4. PROVIDE A SAW CUT WHEN PLACING NEW PAVEMENT ADJACENT TO INPLACE PAVEMENT AND AT TERMINI OF CONSTRUCTION TO ENSURE A UNIFORM JOINT.
5. 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.
6. USE TACK COAT BETWEEN ALL BITUMINOUS MIXTURES. THE BITUMINOUS TACK COAT MATERIAL SHALL BE APPLIED AT A UNIFORM RATE OF 0.05 GAL/SY TO 0.07 GAL/SY BETWEEN BITUMINOUS LAYERS. THE APPLICATION RATES ARE FOR UNDILUTED EMULSIONS (AS SUPPLIED FROM THE REFINERY) OR MC AND RC LIQUID ASPHALTS.
7. PERFORMANCE GRADED (PG) ASPHALT BINDER PG 58-28, SPEC. 3151, SHALL BE USED FOR ALL BITUMINOUS MIXES ON THIS PROJECT. SPECIFIC PG GRADES SHALL BE LISTED AT THE END OF THE MIX DESIGNATION NUMBER SHOWN ON THE TYPICAL SECTION.
8. THE BITUMINOUS MIXTURES SHALL MEET THE REQUIREMENTS OF SPECIFICATIONS 2360 AND 3139.
9. ALL DISTURBED AREAS SHALL BE RESTORED WITH 4" OF TOPSOIL AND SOD. SEE CITY STANDARD PLATE ERO-6 ON SHEET 6 FOR TOPSOIL REQUIREMENTS.

GENERAL EROSION CONTROL NOTES:

1. EROSION CONTROL SHALL CONFORM TO THE Mn/DOT EROSION CONTROL HANDBOOK.
2. PRIOR TO ANY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL ACQUIRE THE NECESSARY MPCA NPDES STORMWATER PERMIT.
3. THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENT CONTROL FACILITIES (BMP'S) PRIOR TO GRADING AND REMOVAL ACTIVITIES. BMP'S SHALL BE MAINTAINED FOR THE DURATION OF CONSTRUCTION ACTIVITIES AND POTENTIAL FOR EROSION HAS PASSED.
4. THE CONTRACTOR SHALL SCHEDULE THEIR OPERATION TO MINIMIZE THE AMOUNT OF DISTURBED AREA AT ANY GIVEN TIME.
5. BMP'S SHALL BE INSPECTED DAILY BY THE CONTRACTOR. OBSERVATIONS SHALL BE RECORDED IN THE INSPECTION LOG.
6. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION.
7. THE CONTRACTOR SHALL FILE A NOTICE OF TERMINATION WITH THE MPCA AFTER FINAL STABILIZATION HAS BEEN APPROVED. THE CITY MUST APPROVE THE NOTICE OF TERMINATION PRIOR TO SUBMITTAL. ALL EROSION CONTROL INSPECTION LOGS MUST BE SUBMITTED TO THE CITY PRIOR TO ISSUANCE OF THE CERTIFICATE OF OCCUPANCY.
8. STREETS SHALL BE CLEANED WITHIN 3 HOURS AFTER NOTIFICATION BY CITY THAT SWEEPING IS REQUIRED.

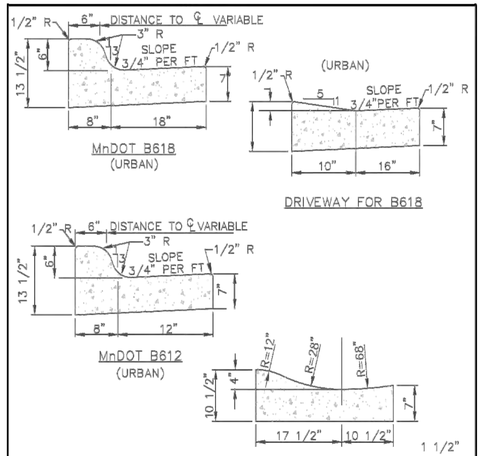
BASIS OF ESTIMATED QUANTITIES	
Bituminous Pavement	110lbs/yd^2/in
Bituminous Material for Tack Coat	0.07 Gal/yd^2
Seed Mixture 25-121	120 lbs/acre
Seed Mixture 25-151	120 lbs/acre
Type Hydraulic Mulch	2100 lbs/acre
Fertilizer Type 3 22-5-10	300 lbs/acre

MNDOT 2016 SPEC

MNDOT 2016 SPEC TABLE 3877-1 COMMON TOPSOIL BORROW		
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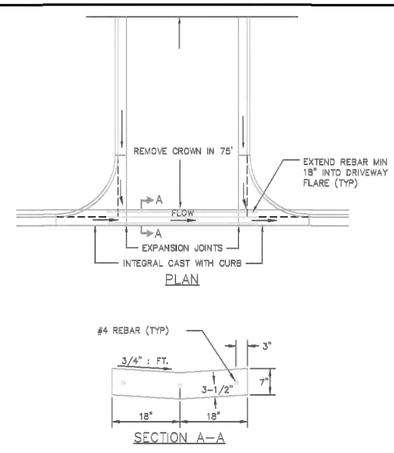
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3. TOPSOIL MUST COME FROM A CITY APPROVED SOURCE.

APPROVED: 1 – 2016 | City of RAMSEY | CITY PLATE No. ERO-6 | STANDARD DETAILS: TOPSOIL REQUIREMENTS



NOTES:
1. ON WEAR COURSE MILL THE EXISTING BITUMINOUS 1.5" BY 24" IN FRONT OF THE REPLACEMENT CURB.
2. ON BASE COURSE SAW CUT AND REMOVE EXISTING BITUMINOUS 18" IN FRONT OF THE REPLACEMENT CURB.

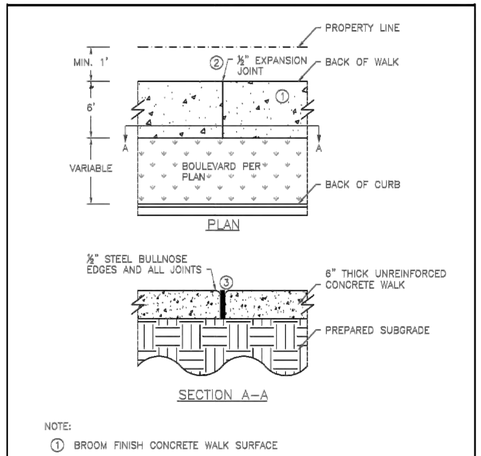
APPROVED: 1 – 2016 | City of RAMSEY | CITY PLATE No. STR-1 | STANDARD DETAILS: CURB AND GUTTER



CONCRETE VALLEY GUTTER

NOTES:
1. WITH REMOVAL OF EXISTING CURB AT A STREET, MILL BITUMINOUS TO A DEPTH OF 1.5" ANS A WIDTH OF 18" IN EXISTING STREET.
2. TO BE USED WHENEVER CROSS DRAINAGE IS < 2%

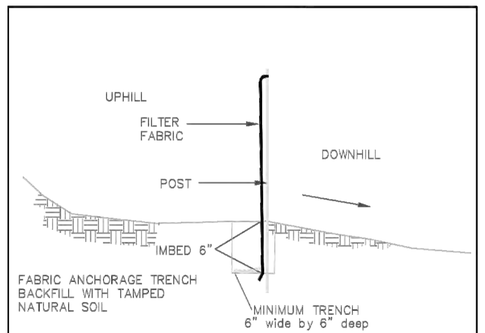
APPROVED: 4 – 2007 | City of RAMSEY | CITY PLATE No. STR-2 | STANDARD DETAILS: CROSS GUTTER



NOTE:
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2. MAXIMUM 100 FOOT SPACING BETWEEN EXPANSION JOINTS
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NOT TO SCALE

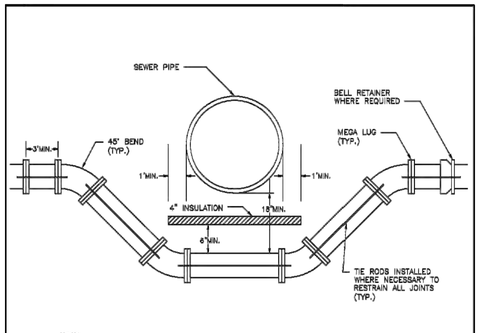
APPROVED: 10 – 2015 | City of RAMSEY | CITY PLATE No. STR-3 | STANDARD DETAILS: CONCRETE SIDEWALK



INSTALL AS PER FILTER FABRIC MANUFACTURER'S RECOMMENDATIONS

SILT FENCE DETAIL
NO SCALE

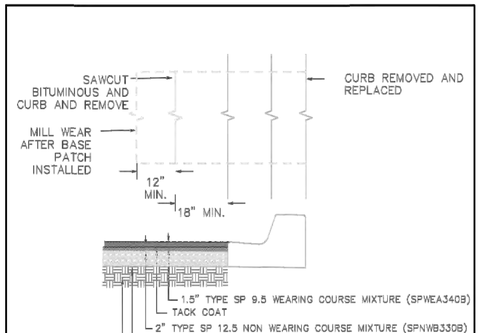
APPROVED: 1 – 2016 | City of RAMSEY | CITY PLATE No. ERO-1 | STANDARD DETAILS: SILT FENCE



NOTE:
1. PROVIDE MEGA LUGS OR APPROVED EQUAL AT ALL JOINT'S ON BENDS AND AS SHOWN ON THIS STANDARD PLATE.
2. USE 2 3/4" DIAMETER TIE RODS. ALL TIE RODS TO BE COAL TAR COATED AFTER INSTALATION.
3. PROVIDE SAND CUSHION BETWEEN TOP OF WATERMAIN AND BOTTOM OF INSULATION, MIN. DIMENSIONS AS SHOWN ON THIS STANDARD PLATE.

NOTE: SEE STANDARD PLATE WAT-5 FOR UTILITY INSULATION REQUIREMENTS.

APPROVED: 6 – 2015 | City of RAMSEY | CITY PLATE No. WAT-7 | STANDARD DETAILS: WATERMAIN LOWERING



NOTES:
1. BITUMNOUS SHALL BE SAWCUT AND REMOVED AFTER CURB IS REPLACED.
2. CLASS 5 AND BITUMINOUS COURSES SHALL BE MECHNICALLY COMPACTED.
3. SEE CITY PLATE STR-26 FOR MODIFIED CLASS 5 SPECIFICATIONS.

APPROVED: 6 – 2016 | City of RAMSEY | CITY PLATE No. STR-25 | STANDARD DETAILS: STREET PATCHING STANDARDS

DATE	REVISION
6/1/17	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.

CRAIG J. JOCHUM, P.E.
Date 5-4-17 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

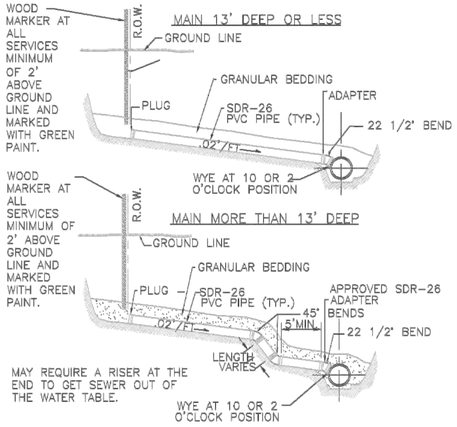
Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
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YOLITE STREET

GENERAL CONSTRUCTION NOTES AND DETAILS
CITY OF RAMSEY, MINNESOTA

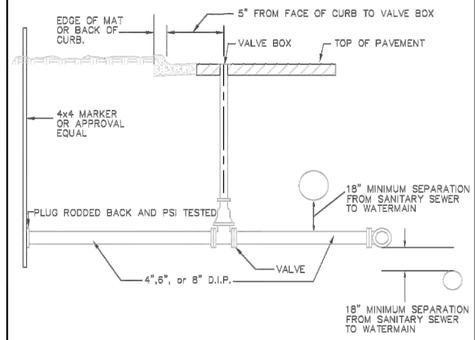
SHEET 2 OF 22 SHEETS

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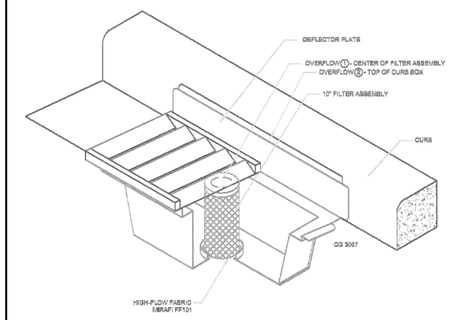
NOTES:
1. 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES
2. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE.
3. TRACER WIRE ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS.

APPROVED: 4 – 2016	City of RAMSEY	STANDARD DETAILS: SANITARY SEWER SERVICE
		CITY PLATE No. SEW–3



NOTES:
1.SHALL BE BLOCKED OR TIED TO THE 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.

APPROVED: 1 – 2016	City of RAMSEY	STANDARD DETAILS: COMMERCIAL SERVICE
		CITY PLATE No. WAT–5

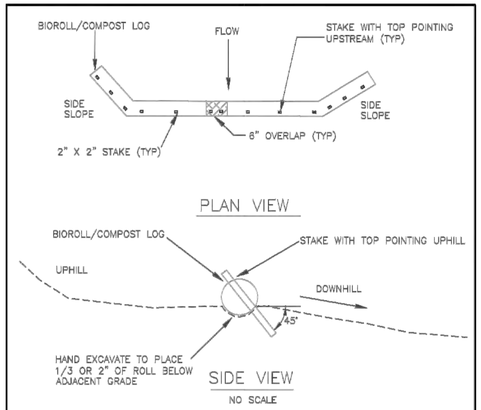


INLET PROTECTION – WIMCO OR EQUAL

N.T.S.

NOTE:
THIS INLET PROTECTION SHALL BE USED IMMEDIATELY FOLLOWING CURB & GUTTER CONSTRUCTION. INLET PROTECTION SHALL REMAIN INSTALLED AND MAINTAINTED UNTIL ALL HOME CONSTRUCTION IS COMPLETE.

APPROVED: 1 – 2016	City of RAMSEY	STANDARD DETAILS: INLET PROTECTION
		CITY PLATE No. ERO–2

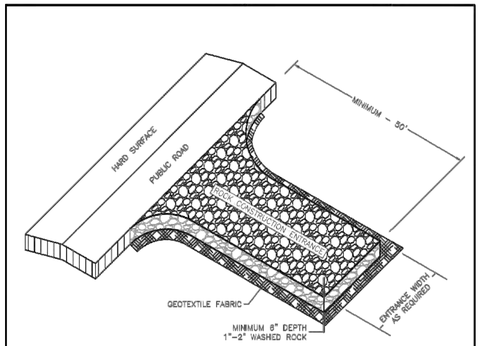


NOTE:
STAKE INTO GROUND WITH WOOD STAKES DRIVING STAKE 6" INTO GROUND AND PROTRUDING 2" ABOVE LOG
WOOD STAKES ARE A MINIMUM 0.5" X 2" X 16" AND PLACED EVERY 1' UNLESS PRECLUDED BY A ROCK
WHEN MORE THAN 1 BIOROLL/COMPOST LOG IS NEEDED, OVERLAP ENDS A MINIMUM OF 8" AND STAKE
WOOD STAKES ARE DRIVEN THROUGH BACK HALF OF BIOROLL OR COMPOST LOG AT 45° ANGLE WITH TOP OF STAKE POINTING UPHILL

APPROVED: 3 – 2016	City of RAMSEY	STANDARD DETAILS: BIO ROLL (COMPOST LOG)
		CITY PLATE No. ERO–4

CONSTRUCTION PLAN LEGEND

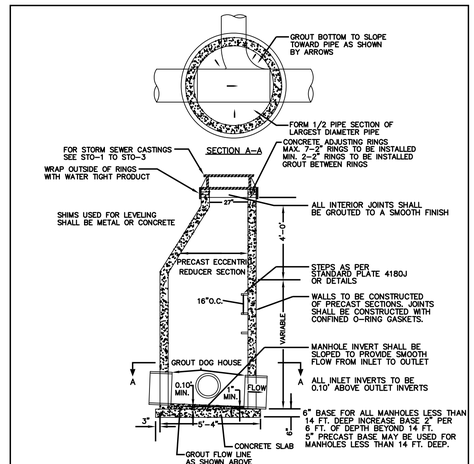
- EXISTING FENCE
- SALVAGE FENCE
- INSTALL SALVAGED FENCE
- EXISTING GRAVEL EDGE
- EXISTING RIGHT–OF–WAY
- PROPOSED RIGHT–OF–WAY
- PROPOSED CENTERLINE
- 800 EXISTING CONTOUR
- 800 PROPOSED CONTOUR
- 877.0 SPOT ELEVATION
- DRAINAGE ARROW
- PROPERTY BOUNDARY
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- EXISTING SANITARY
- PROPOSED SANITARY
- SAWCUT CONCRETE PAVEMENT (FULL DEPTH)
- SAWCUT BITUMINOUS (FULL DEPTH)
- EXISTING TREE LINE
- CLEAR AND GRUB TREES
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- P–OH OVERHEAD POWER
- G GAS LINE
- T–BUR BURIED TELEPHONE LINE
- P–BUR BURIED ELECTRIC LINE
- FO–BUR BURIED FIBER OPTIC
- E EXISTING ELECTRIC PEDESTAL
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- EXISTING STORM MANHOLE
- PROPOSED STORM MANHOLE
- EXISTING HYDRANT
- PROPOSED HYDRANT
- GV EXISTING GATE VALVE
- GV PROPOSED GATE VALVE
- S EXISTING SANITARY MANHOLE
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING GRAVEL



NOTE:
1. MINIMUM CONSTRUCTION ENTRANCE WIDTH EQUAL TO PROPOSED ROADWAY WIDTH.
2. WIDTH OF RADIUS AS REQUIRED TO ENSURE VEHICLES DO NOT TRACK ONTO PUBLIC ROAD.
3. MAINTAINENCE AS REQUIRED TO PREVENT TRACKING ONTO PUBLIC ROADS. THIS MAY REQUIRE TOP DRESSING WITH ADDITIONAL ROCK OR REMOVAL AND REINSTALLATION OF THE ENTRANCE AS NEEDED.

NOT TO SCALE

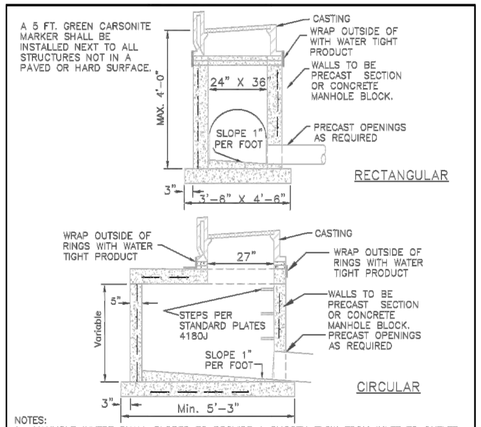
APPROVED: 1 – 2016	City of RAMSEY	STANDARD DETAILS: ROCK CONSTRUCTION ENTRANCE
		CITY PLATE No. ERO–5



STANDARD DETAIL

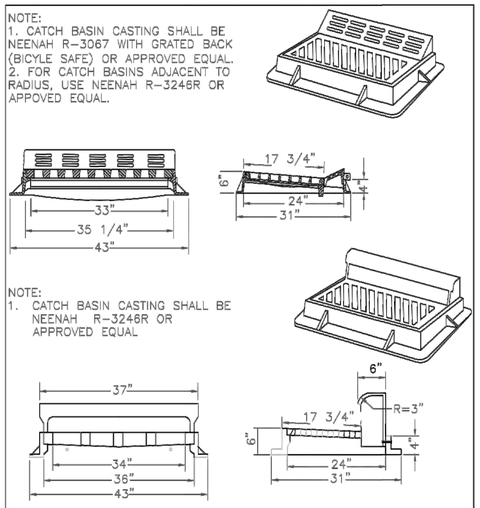
NOTES:
1. A 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES
2. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE
3. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS

APPROVED DATE 1–2006	City of RAMSEY	STANDARD DETAILS STORM MANHOLE / CATCH BASIN
		CITY PLATE No. STO–4



NOTES:
1. MANHOLE INVERT SHALL SLOPED TO PROVIDE A SMOOTH FLOW FROM INLET TO OUTLET
2. CONCRETE BASE SHALL BE 6" POURED IN PLACE OR 5" PRECAST SLAB.
3. CONCRETE ADJUSTING RINGS TO BE INSTALLED MAX.7–2" RINGS, MIN 2–2" RINGS
4. GROUT BETWEEN RINGS,SHIMS SHALL BE METAL, CONCRETE OR PLASTIC
5. INSPECTION OF MANHOLE REQUIRED BEFORE BACKFILLING
6. A 10 GAUGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL STORM LINES.
7. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE
8. STEPS ARE REQUIRED IF STRUCTURE FROM THE CASTING TO THE INVERT IS GREATER THAN 4 FEET
9. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS

APPROVED: 4 – 2007	City of RAMSEY	STANDARD DETAILS: CATCH BASIN
		CITY PLATE No. STO–1



STANDARD CATCHBASIN CASTING

APPROVED: 6 – 2016	City of RAMSEY	STANDARD DETAILS: STORMWATER CASTING
		CITY PLATE No. STO–4

DATE	REVISION
6/1/17	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.

CRAIG J. JOCHUM, P.E.
Date 5–4–17 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

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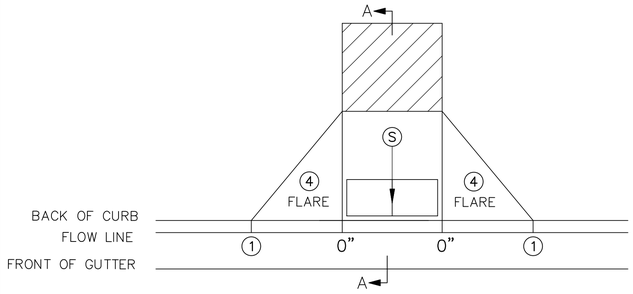
YOLITE STREET

DETAILS & LEGEND

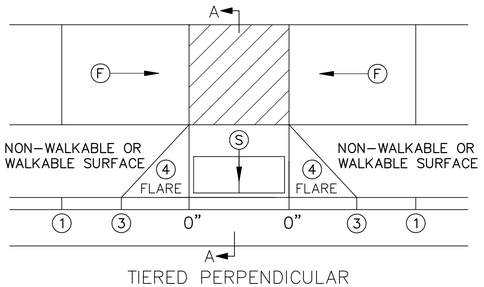
CITY OF RAMSEY, MINNESOTA

SHEET 3 OF 22 SHEETS

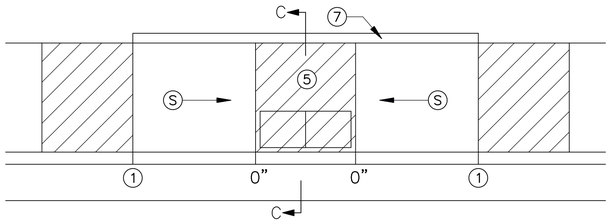
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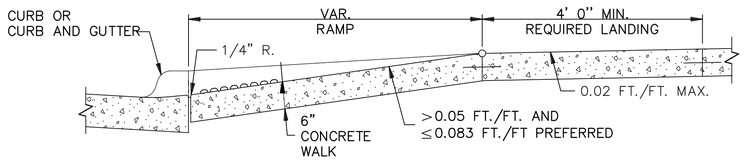
PERPENDICULAR



TIERED PERPENDICULAR

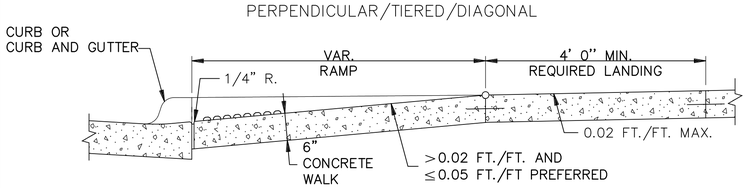


PARALLEL



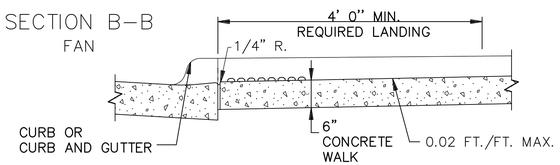
SECTION A–A

PERPENDICULAR/TIERED/DIAGONAL



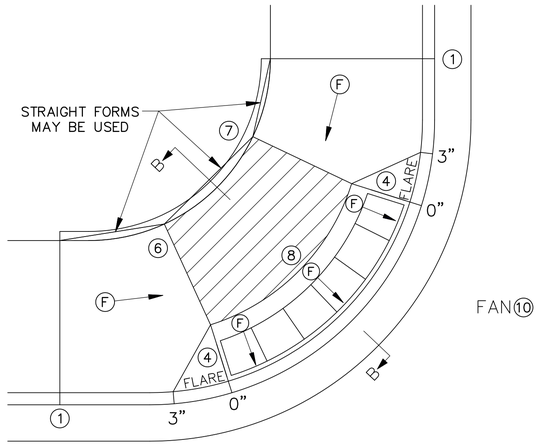
SECTION B–B

FAN

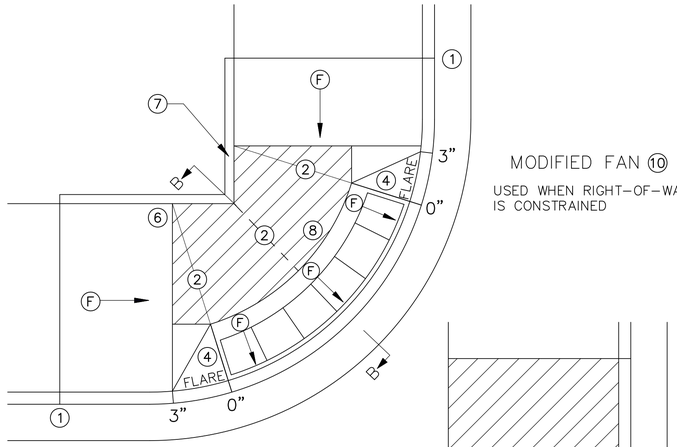


SECTION C–C

PARALLEL/DEPRESSED CORNER

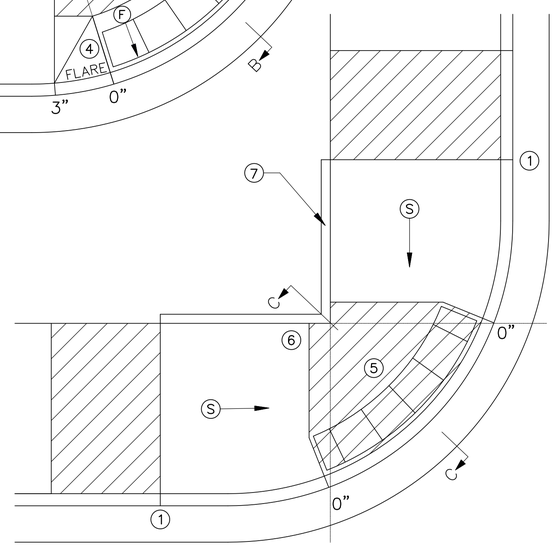


FAN (10)

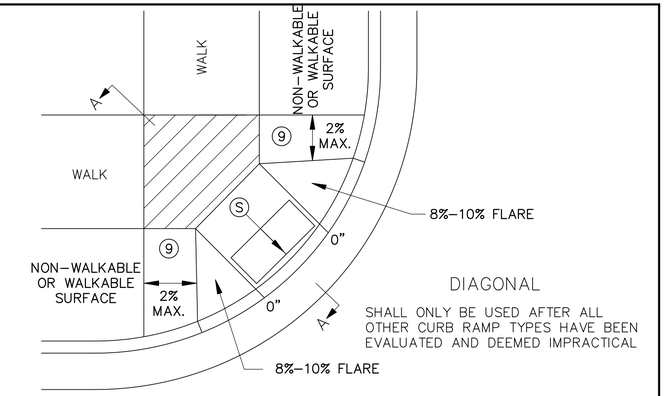


MODIFIED FAN (10)

USED WHEN RIGHT–OF–WAY IS CONSTRAINED



DEPRESSED CORNER



DIAGONAL

SHALL ONLY BE USED AFTER ALL OTHER CURB RAMP TYPES HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%.

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, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL RUNNING SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES. ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL, THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH. (EXCEPT AS STATED IN (6) BELOW.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISIONS – PROSECUTION OF WORK (ADA).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER ENTIRE WIDTH OF SHARED–USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK. DETECTABLE WARNING SHOULD BE 6" LESS THAN THE PAR/TRAIL WIDTH. ARC LENGTH OF RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

(1) MATCH FULL HEIGHT CURB.
(2) 4' MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
(3) 3" HIGH CURB WHEN USING A 3' LONG RAMP, 4" HIGH CURB WHEN USING A 4' LONG RAMP.
(4) SEE SHEET 53, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS, WHEN INITIAL LANDING IS AT FULL CURB HEIGHT.
(5) DETECTABLE WARNINGS MAY BE PART OF THE 4' X 4' MIN. LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
(6) THE GRADE BREAK SHALL BE PERPENDICULAR TO THE BACK OF WALK. THIS WILL ENSURE THAT THE GRADE BREAK IS PERPENDICULAR TO THE DIRECTION OF TRAVEL. (TYPICAL FOR ALL)
(7) WHEN ADJACENT TO GRASS, GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
(8) A 7' MIN TOP RADIUS GRADE BREAK REQUIRED TO BE CONSTRUCTIBLE.
(9) PAVE FULL WALK WIDTH.
(10) "S" SLOPES ON FANS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

(S) INDICATES PEDESTRIAN RAMP – SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

(F) INDICATES PEDESTRIAN RAMP – SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.

LANDING AREA – 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.

X" CURB HEIGHT

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION

REVISED:

APPROVED: 1–23–2017

STATE DESIGN ENGINEER

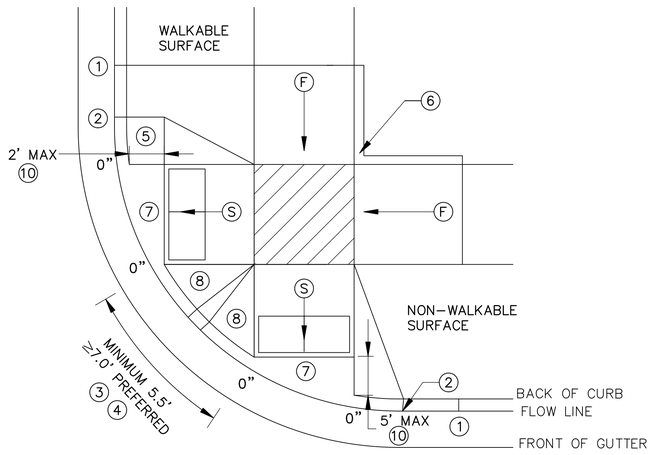
PEDESTRIAN CURB RAMP DETAILS

SHEET 4 OF 22

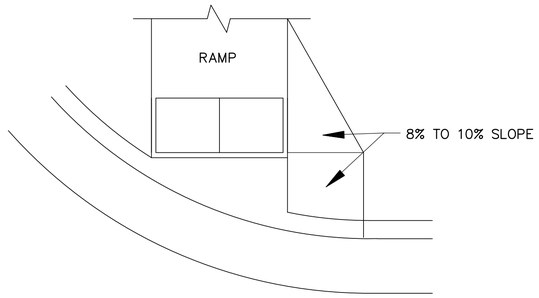
STANDARD PLAN 5–297.250

1 OF 6

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COMBINED DIRECTIONAL ⑨



DIRECTIONAL RAMP WALKABLE FLARE

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER ENTIRE WIDTH OF SHARED-USE PATH AND THE ENTIRE PAR WIDTH OF THE WALK. DETECTABLE WARNING SHOULD BE 6" LESS THAN THE PAR/PATH WIDTH. ARC LENGTH OF RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. SEE NOTES ⑩&⑪ FOR INFORMATION REGARDING RECTANGULAR DETECTABLE WARNING PLACEMENT.

① MATCH FULL CURB HEIGHT.

② 3" HIGH CURB WHEN USING A 3' LONG RAMP
4" HIGH CURB WHEN USING A 4' LONG RAMP.

③ 3" MINIMUM CURB HEIGHT (5.5' MIN. DISTANCE REQUIRED BETWEEN DOMES)
4" PREFERRED (7' MIN. DISTANCE REQUIRED BETWEEN DOMES).

④ THE "BUMP" IN BETWEEN THE RAMPS SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMPS. IF THIS OCCURS MODIFY THE RAMP LOCATION OR SWITCH RAMP TO A FAN/DEPRESSED CORNER.

⑤ WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMPS, AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHOULD BE USED. SEE THE DETAIL ON THIS SHEET.

⑥ GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.

⑦ MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.

⑧ 8% TO 10% WALKABLE FLARE.

⑨ PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.

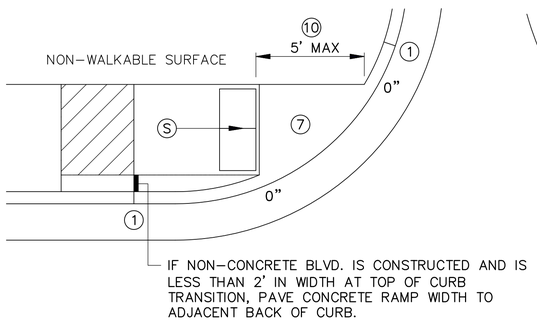
⑩ FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE, AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

⑪ RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.

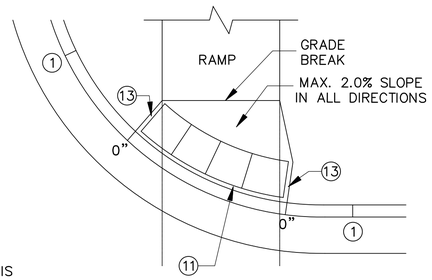
⑫ FOR DIRECTIONAL RAMPS WITH THE DETECTABLE WARNINGS PLACED AT THE BACK OF CURB, THE DETECTABLE WARNINGS SHALL COVER THE ENTIRE WIDTH OF THE WALK/PATH. THIS ENSURES A DETECTABLE EDGE AND HELPS ELIMINATE THE CURB TAPER OBSTRUCTING THE PATH OF PEDESTRIAN TRAVEL.

⑬ THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

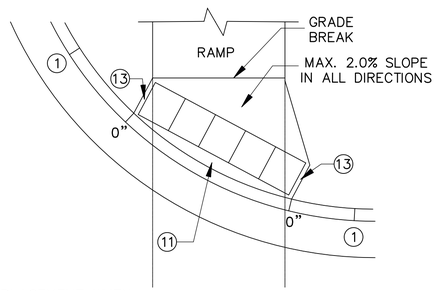
⑭ TO BE USED FOR ALL DIRECTIONAL RAMPS, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.



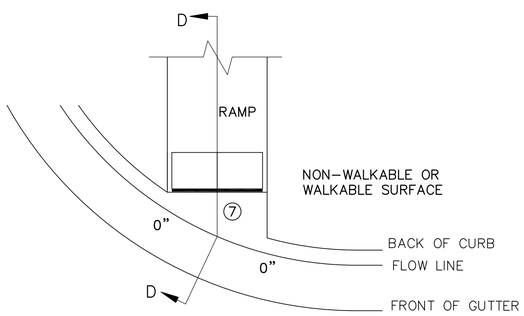
STANDARD ONE-WAY DIRECTIONAL ⑨



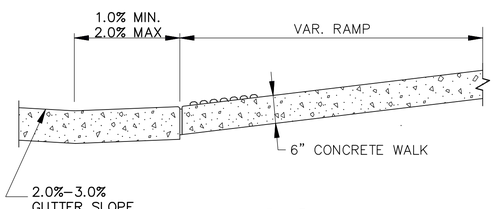
ONE-WAY DIRECTIONAL WITH DETECTABLE WARNING AT BACK OF CURB



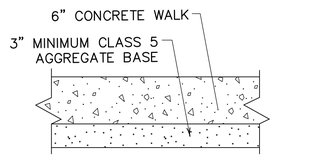
DETECTABLE WARNING PLACEMENT WHEN SETBACK CRITERIA IS EXCEEDED ⑫



CURB FOR DIRECTIONAL RAMPS ⑭



SECTION D-D



TYPICAL SIDEWALK SECTION WITHIN INTERSECTION CORNER

LEGEND
THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.
(S) INDICATES PEDESTRIAN RAMP – SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
(F) INDICATES PEDESTRIAN RAMP – SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
LANDING AREA – 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
X" CURB HEIGHT

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STATE DESIGN ENGINEER

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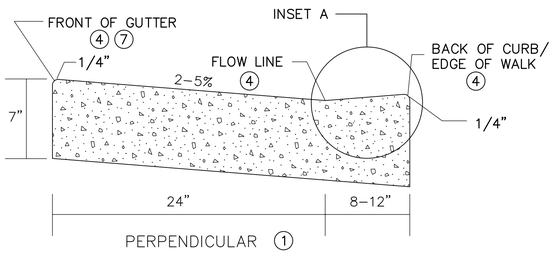
PEDESTRIAN CURB RAMP DETAILS

SHEET 5 OF 22

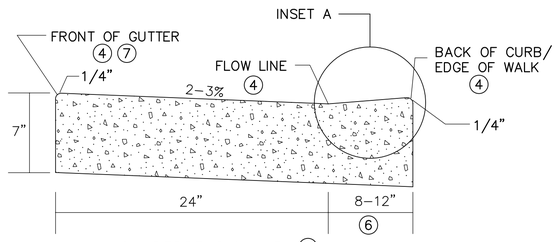
STANDARD PLAN 5-297.250

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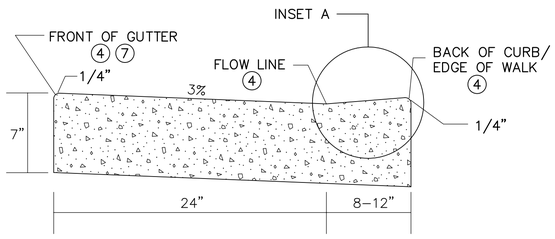


PERPENDICULAR ①

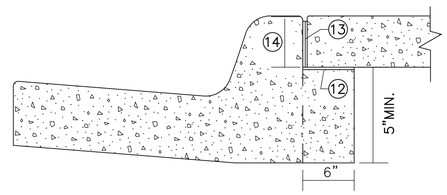


NON PERPENDICULAR ②

PEDESTRIAN ACCESS ROUTE CURB & GUTTER DETAIL

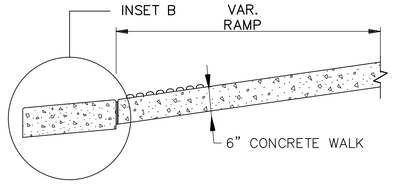


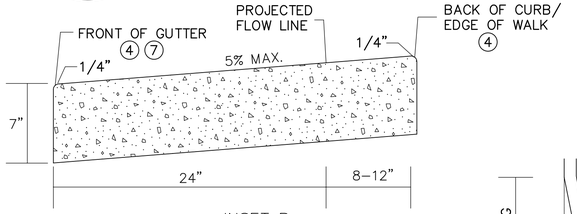
FOR CURB MACHINE PLACEMENT AROUND RADIUS ③
(REGARDLESS OF RAMP TYPE)



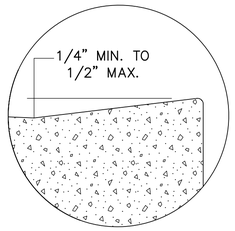
OPTIONAL SILL CURB WHEN SIDEWALK
IS AT BACK OF CURB

CONCRETE SILL TO BE USED ONLY WHEN
SPECIFIED IN THE PLAN.

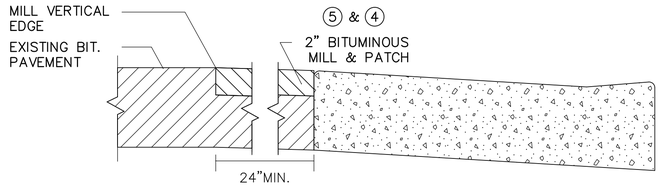


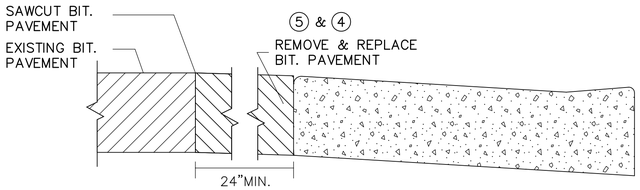


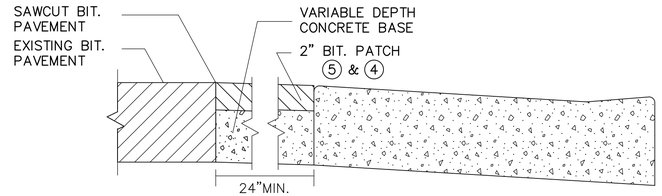
INSET B
OUTFLOW GUTTER ⑧



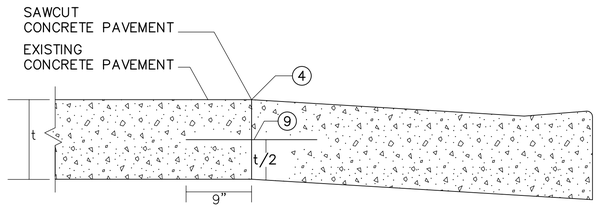
INSET A



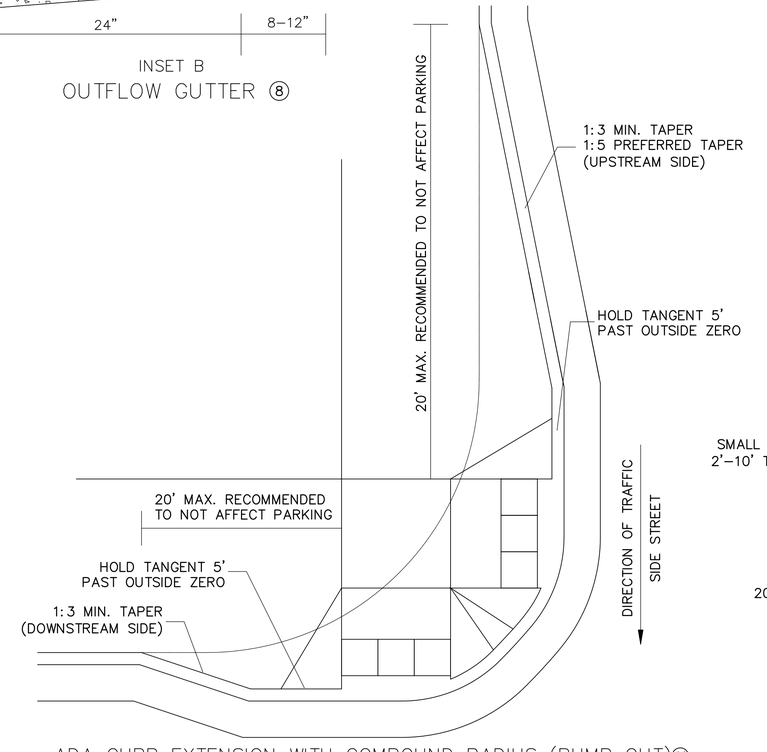




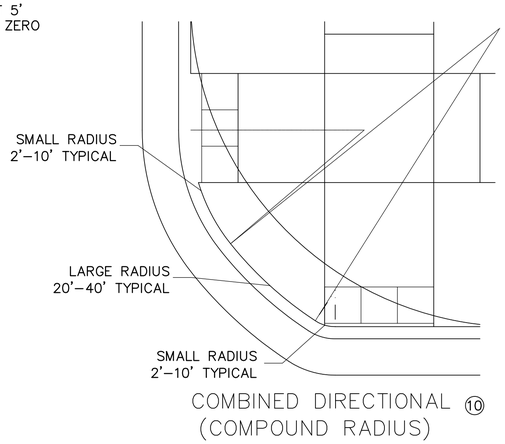
ONLY ALLOWED PER ENGINEER'S APPROVAL



PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER
FOR USE ON CURB RAMP RETROFITS



ADA CURB EXTENSION WITH COMPOUND RADIUS (BUMP OUT)⑪



COMBINED DIRECTIONAL ⑩
(COMPOUND RADIUS)

NOTES:

POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM.

NO PONDING SHALL BE PRESENT IN THE PAR.

ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.

① FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMPS.

② FOR USE AT CURB RAMPS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS & DEPRESSED CORNERS.

③ BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMPS.

④ THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".

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. SEE SHEET 51 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.

⑦ TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. TOP 1.5" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAID.

⑧ SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.

⑨ DRILL AND GROUT NO. 4 EPOXY–COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1' MINIMUM FROM ALL JOINTS.

⑩ HELPS PROVIDE TWO SEPARATE RAMPS, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIUS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.

⑪ CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON–STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED. PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.

⑫ PLACE BOND BREAKER BETWEEN WALK AND TOP OF SILL.

⑬ 1/2" PREFORMED JOINT FILLER PER MNDOT SPEC. 3702.

⑭ DIMENSION TO BE SAME AS SIDEWALK THICKNESS, 4" MIN.

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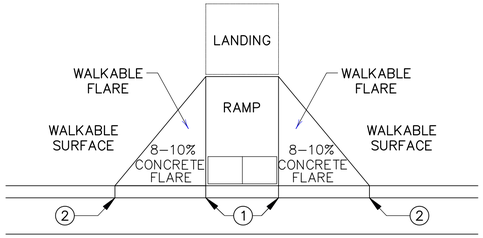
PEDESTRIAN CURB RAMP DETAILS

SHEET 6 OF 22

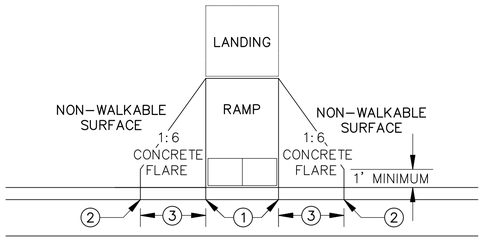
STANDARD PLAN 5–297.250

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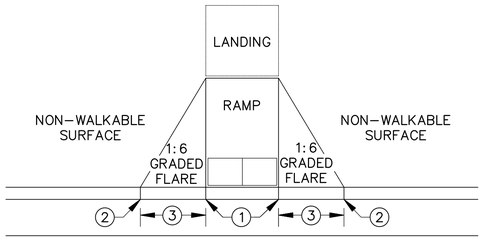
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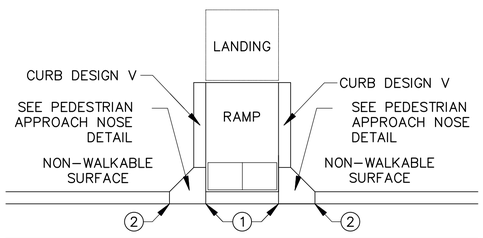
PAVED FLARES
ADJACENT TO WALKABLE SURFACE



PAVED FLARES
ADJACENT TO NON–WALKABLE SURFACE

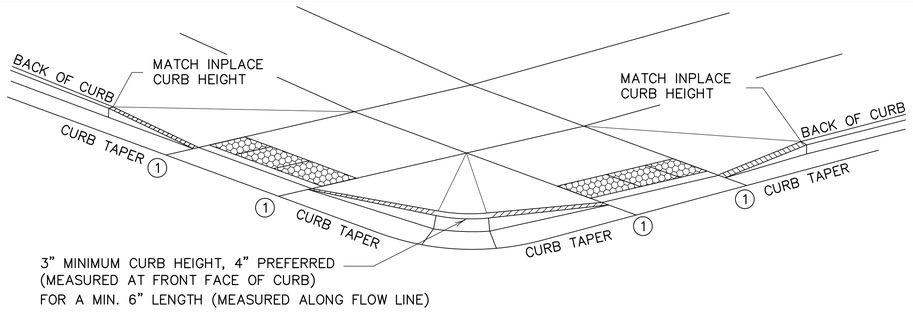


GRADED FLARES

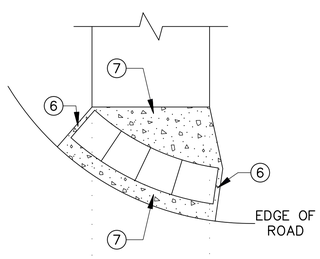


RETURNED CURB ⑤

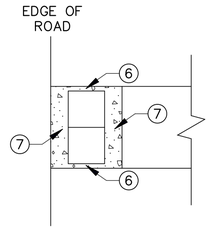
TYPICAL SIDE TREATMENT OPTIONS ④ ⑪



DETECTABLE EDGE WITH ⑧
CURB AND GUTTER

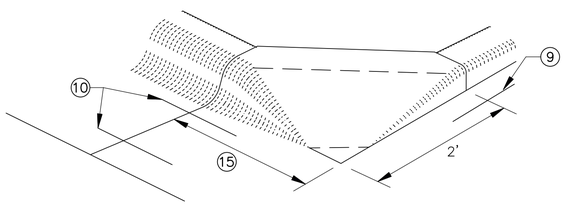


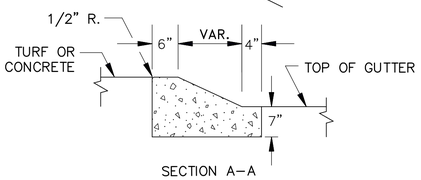
RADIAL DETECTABLE WARNING



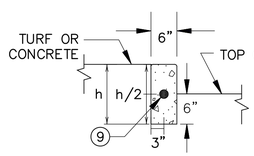
RECTANGULAR DETECTABLE WARNING

DETECTABLE EDGE WITHOUT CURB AND GUTTER

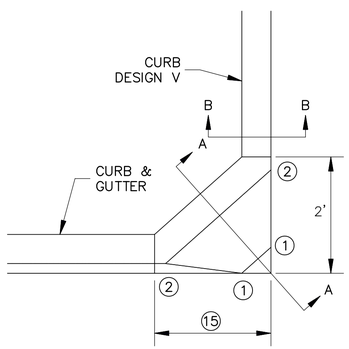




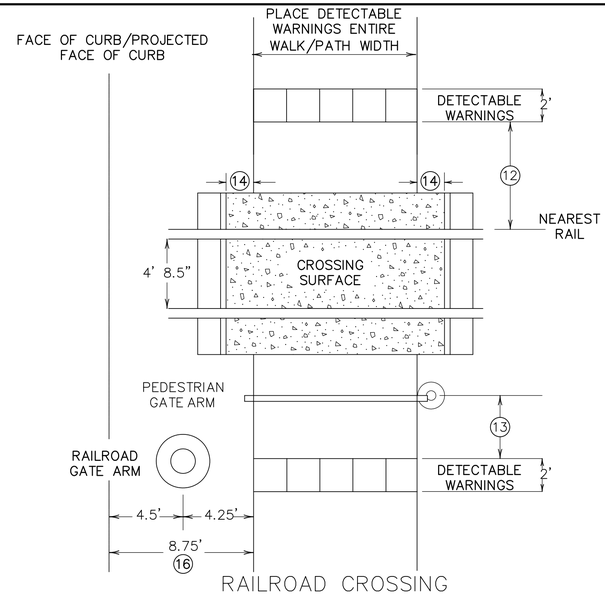
SECTION A–A



SECTION B–B



PEDESTRIAN APPROACH
NOSE DETAIL
(FOR RETURNED CURB
SIDE TREATMENT)



RAILROAD CROSSING
PLAN VIEW

NOTES:

SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

CONCRETE FLARE LENGTHS ADJACENT TO NON–WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.

① 0" CURB HEIGHT.

② FULL CURB HEIGHT.

③ 2' FOR 4" HIGH CURB AND 3' FOR 6" HIGH CURB.

④ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED 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.

⑤ TYPICALLY USED FOR MEDIANS AND ISLANDS.

⑥ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

⑦ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHARED–USE PATH TO PROVIDE VISUAL CONTRAST.

⑧ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO–INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS AND UNIFORMLY RISES TO A 3–INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.

⑨ DRILL AND GROUT 1 – NO. 4 12" LONG REINFORCEMENT BAR (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.

⑩ DRILL AND GROUT 2 – NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.

⑪ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6' LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE.

⑫ NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12' MINIMUM TO 15' MAXIMUM FROM THE NEAREST RAIL. FOR SKEWED RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12' MEASURED PERPENDICULAR TO THE NEAREST RAIL.

⑬ WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 2' FORM THE APPROACHING SIDE OF THE GATE ARM. THIS CRITERIA GOVERNS OVER NOTE ⑫.

⑭ CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED–USE PATH.

⑮ 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIGHT ISLANDS.

⑯ SIDEWALK TO BE PLACED 8.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.

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OPERATIONS ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION

REVISED:

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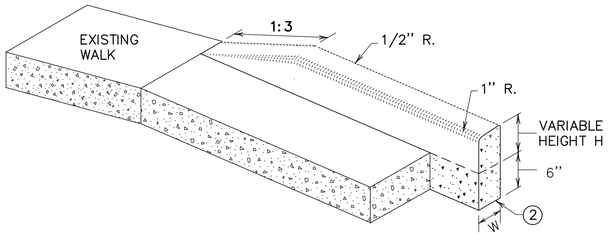
PEDESTRIAN CURB RAMP DETAILS

SHEET 7 OF 22

STANDARD PLAN 5–297.250

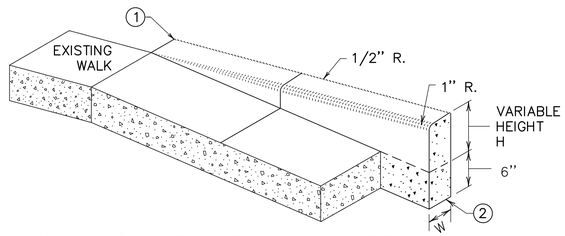
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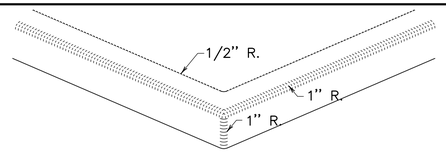
V CURB ADJACENT TO LANDSCAPE

CURB WITHIN SIDEWALK LIMITS

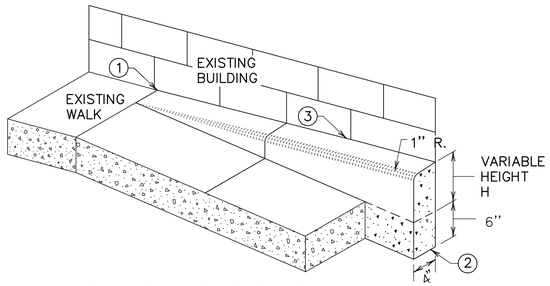


V CURB ADJACENT TO LANDSCAPE

CURB OUTSIDE SIDEWALK LIMITS

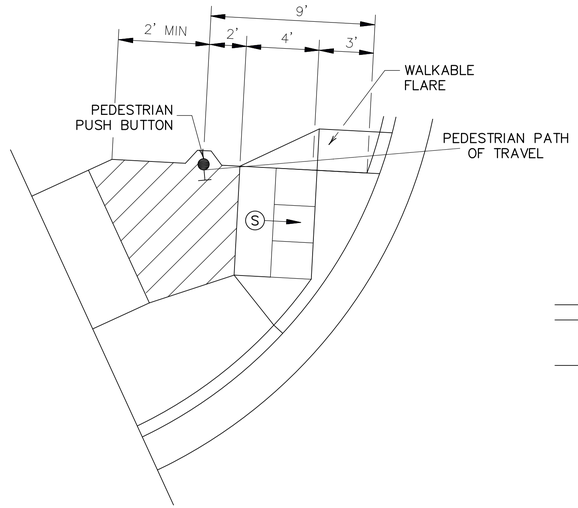


V CURB INTERSECTION



V CURB ADJACENT TO BUILDING OR BARRIER

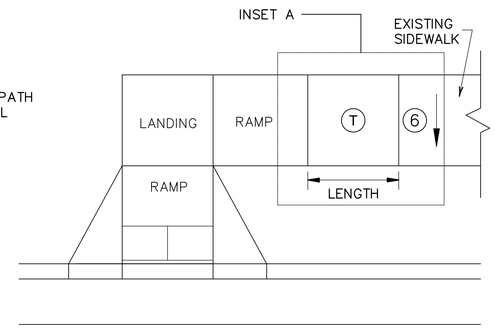
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"

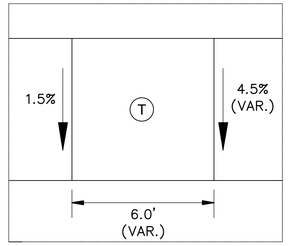


SEMI–DIRECTIONAL RAMP (3,4,9)

3' DOME SETBACK, 4' LONG RAMP AND PUSH BUTTON 9' FROM THE BACK OF CURB

PRIMARILY USED FOR APS APPLICATIONS WHERE THE PAR DOES NOT CONTINUE PAST THE PUSH BUTTON (DEAD–END SIDEWALK)





INSET A

TRANSITION PANEL ④⑤

NOTES:

A WALKABLE FLARE IS AN 8–10% CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS ADJACENT TO A WALKABLE SURFACE, OR WHEN THE PEDESTRIAN PATH OF TRAVEL OF A PUSH BUTTON TRAVERSES THE FLARE.

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

WHERE RIGHT–OF–WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.

② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.

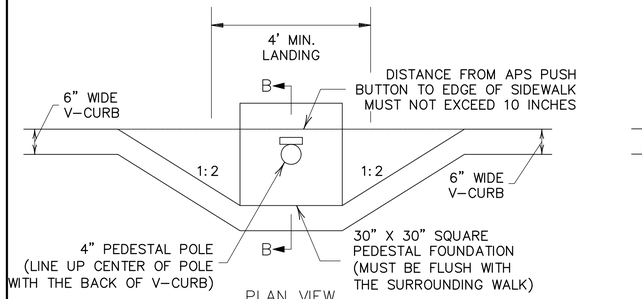
③ EDGE BETWEEN NEW V CURB AND INPLACE STRUCTURE SHALL BE SEALED AND BOND BREAKER SHALL BE USED BETWEEN EXISTING STRUCTURE AND PLACED V–CURB.

④ THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1 LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.

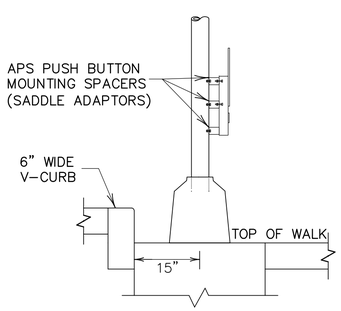
⑤ TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING AREA AT THE FULL CURB HEIGHT (TYPICAL SECTION).

⑥ EXISTING CROSS SLOPE GREATER THAN 2.0%.

LEGEND
THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.
Ⓢ INDICATES PEDESTRIAN RAMP – SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
LANDING AREA – 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
Ⓣ TRANSITION PANEL(S) – TO BE USED FOR TRANSITIONING THE CROSS–SLOPE OF A RAMP TO THE EXISTING WALK CROSS–SLOPE. RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.

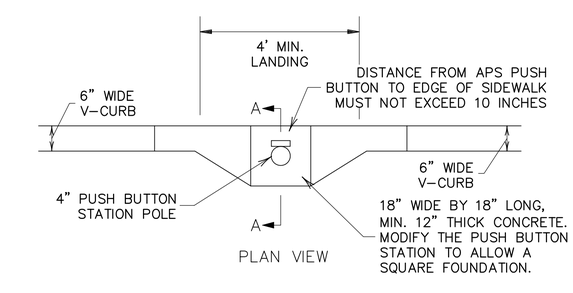


PLAN VIEW

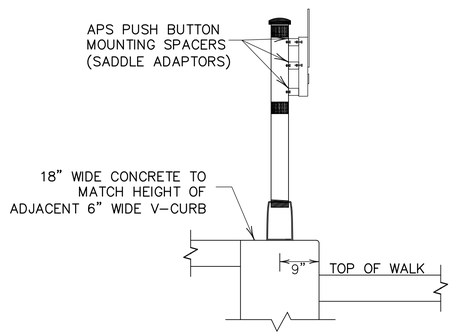


SECTION B–B

SIGNAL PEDESTAL & PUSH BUTTON (V–CURB)



PLAN VIEW



SECTION A–A

PUSH BUTTON STATION (V–CURB)

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER

REVISED:

APPROVED: 1–23–2017

STATE DESIGN ENGINEER

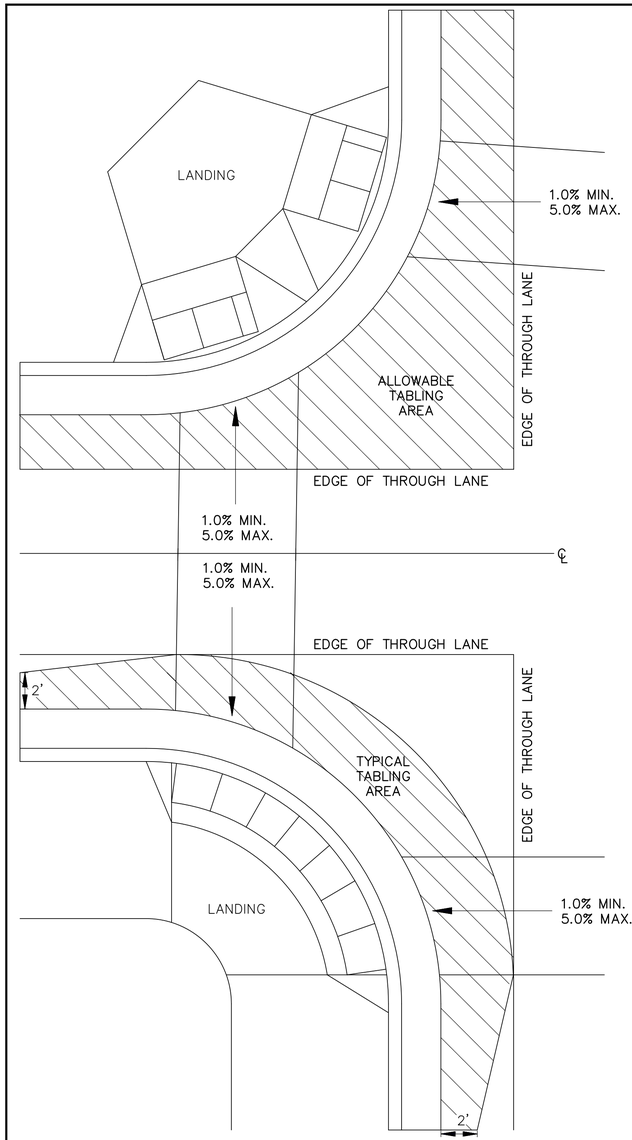
PEDESTRIAN CURB RAMP DETAILS

SHEET 8 OF 22

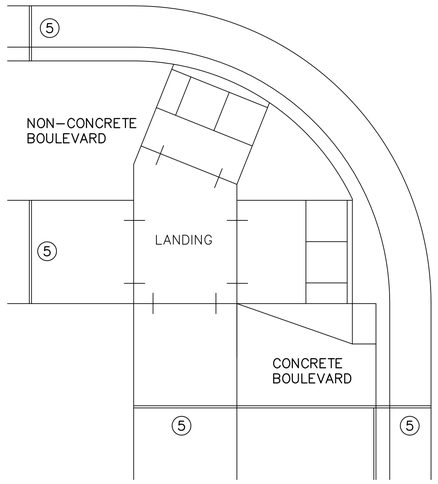
STANDARD PLAN 5–297.250

5 OF 6

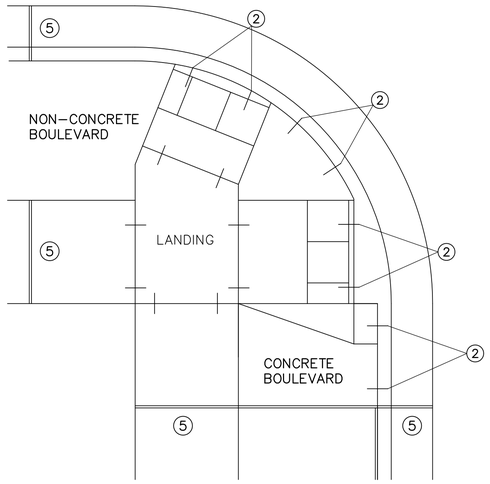
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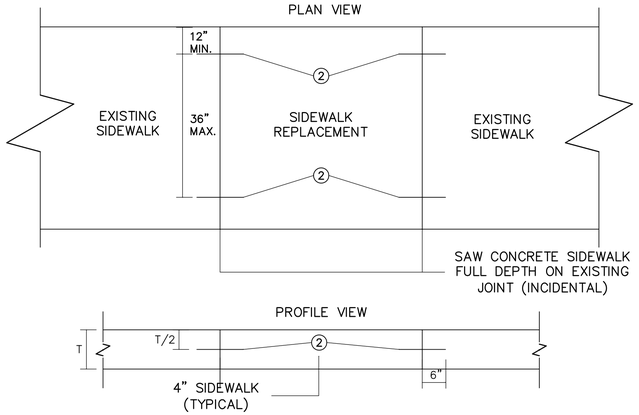
CURB LINE AND ROAD CROSSING ADJUSTMENTS



EXPANSION MATERIAL PLACEMENT FOR
CONCRETE AND BITUMINOUS ROADWAYS



OPTIONAL CURB LINE REINFORCEMENT
PLACEMENT ON BITUMINOUS ROADWAYS ④

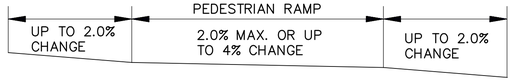


OPTIONAL SIDEWALK REINFORCEMENT

SIDEWALK REINFORCEMENT TO BE USED
ONLY WHEN SPECIFIED IN THE PLAN.



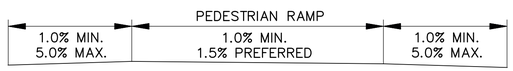
FLOW LINE PROFILE "TABLE" – TWIN PERPENDICULARS



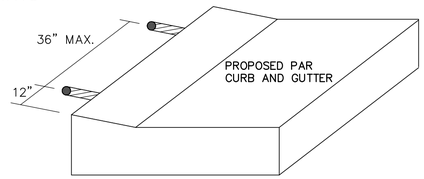
FLOW LINE PROFILE "TABLE" – FAN

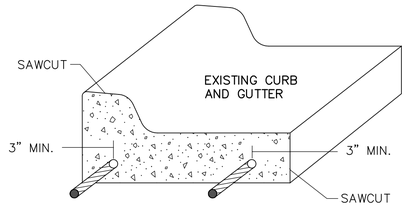


FLOW LINE PROFILE RAISE – TWIN PERPENDICULARS



FLOW LINE PROFILE RAISE – FAN

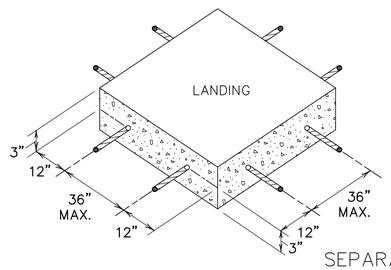


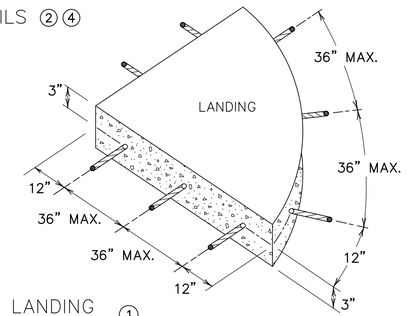


FOR USE ON CURB RAMP RETROFITS

CURB AND GUTTER
REINFORCEMENT ③

OPTIONAL CURB LINE REINFORCEMENT DETAILS ②④





SEPARATE LANDING
POUR REINFORCEMENT ①

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.

RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA;

1) 1.0% MIN. CROSS–SLOPE OF THE ROAD
2) 5.0% MAX. CROSS–SLOPE OF THE ROAD
3) "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
4) UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

STAND–ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL–DEPTH APRON REPLACEMENT ON CONCRETE ROADWAYS.

RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA;

1) 1.0% MIN. AND 5.0% MAXIMUM CROSS–SLOPE OF THE ROAD
2) 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE
3) 5.0% RECOMMENDED MAX. FLOW LINE
4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

NOTES:

① TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL SEPARATELY POURED INITIAL LANDINGS.

② DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS AT 36" MAXIMUM CENTER TO CENTER (EPOXY COATED). BARS TO BE ADJUSTED TO MATCH RAMP GRADE.

③ DRILL AND GROUT 2 – NO. 4 X 12" LONG REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS WITHIN RADIUS.

④ THIS OPTIONAL CURB LINE REINFORCEMENT DETAIL SHOULD ONLY BE USED ON BITUMINOUS ROADWAYS WHEN SPECIFIED IN THE PLAN.

⑤ 1/2 IN. PREFORMED JOINT FILLER MATERIAL PER MNDOT SPEC. 3702.

REVISION:
APPROVED: JANUARY 23, 2017
OPERATIONS ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION

STATE DESIGN ENGINEER

REVISED:

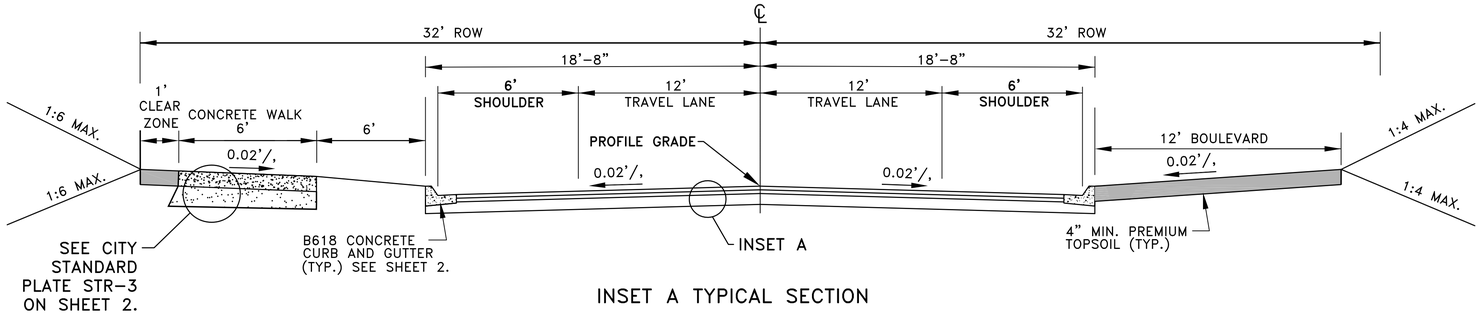
APPROVED:
1–23–2017

PEDESTRIAN CURB RAMP DETAILS

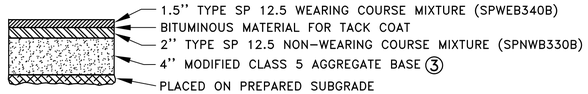
SHEET 9 OF 22

STANDARD PLAN 5–297.250 | 6 OF 6

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INSET A TYPICAL SECTION



1/10 TYPICAL SECTION – YOLITE STREET ①②

N.T.S.

TABLE A MODIFIED CLASS 5 SPECIFICATIONS	
% PASSING	
1"	100
3/4"	90 – 100
3/8"	50 – 80
No.4	35 – 70
No.10	20 – 60
No.40	10 – 35
No.200	5 – 10

2/10 MODIFIED CLASS 5 SPECIFICATIONS

N.T.S.

REFERENCE NOTES:

① SEE SHEET 10 FOR TYPICAL FILL AND EXCAVATION SECTIONS.

② CONTRACTOR SHALL SCARIFY AND COMPACT, ACCORDING TO THE SPECIFIED DENSITY METHOD, THE TOP 12 INCHES OF MATERIAL PRIOR TO PLACING ANY FILL MATERIALS OR CLASS 5 AGGREGATE BASE.

③ SEE 2/10 .

DATE	REVISION
6/1/17	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.

Date 5-4-17 CRAIG J. JOCHUM, P.E. Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

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Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
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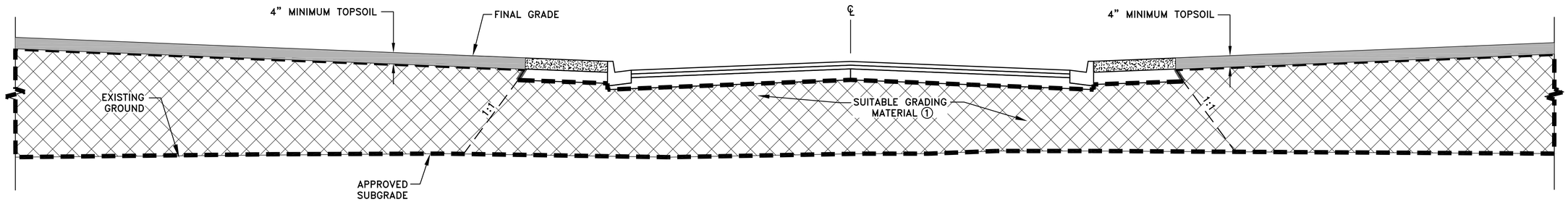
YOLITE STREET

TYPICAL SECTIONS

CITY OF RAMSEY, MINNESOTA

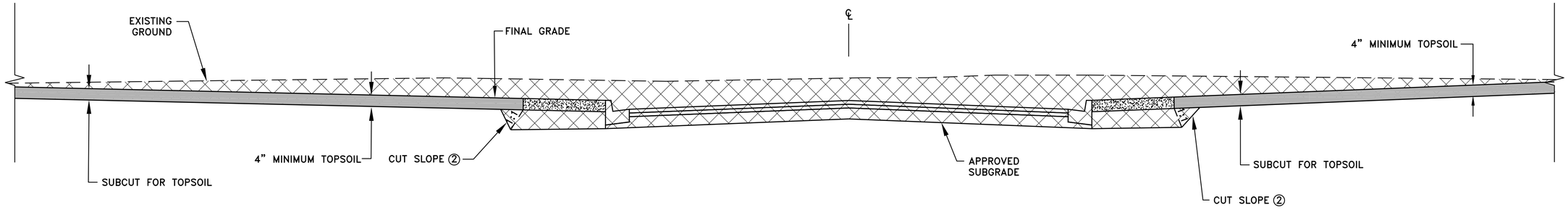
SHEET 10 OF 22 SHEETS

4163.01



1/11 TYPICAL FILL SECTION (EMBANKMENT)

N.T.S.



2/11 TYPICAL EXCAVATION SECTION

N.T.S.

REFERENCE NOTES:

① SUITABLE GRADING MATERIAL ON THIS PROJECT SHALL CONSIST OF ALL SOILS ENCOUNTERED WITH THE EXCEPTION OF TOPSOIL, SILTS, DEBRIS, ORGANIC MATERIAL, AND OTHER UNSTABLE MATERIAL.

② CONTRACTOR SHALL PROVIDE A SAFE CUT SLOPE PER OSHA REQUIREMENTS.

③ ALL DISTURBED AREAS REQUIRE A MINIMUM OF 4 INCHES OF TOPSOIL. SEE CITY STANDARD PLATE ERO-6 ON SHEET 2.

LEGEND

TOPSOIL ③

COMMON EXCAVATION

DATE	REVISION
6/1/17	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.

CRAIG J. JOCHUM, P.E.
Date 5-4-17 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

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

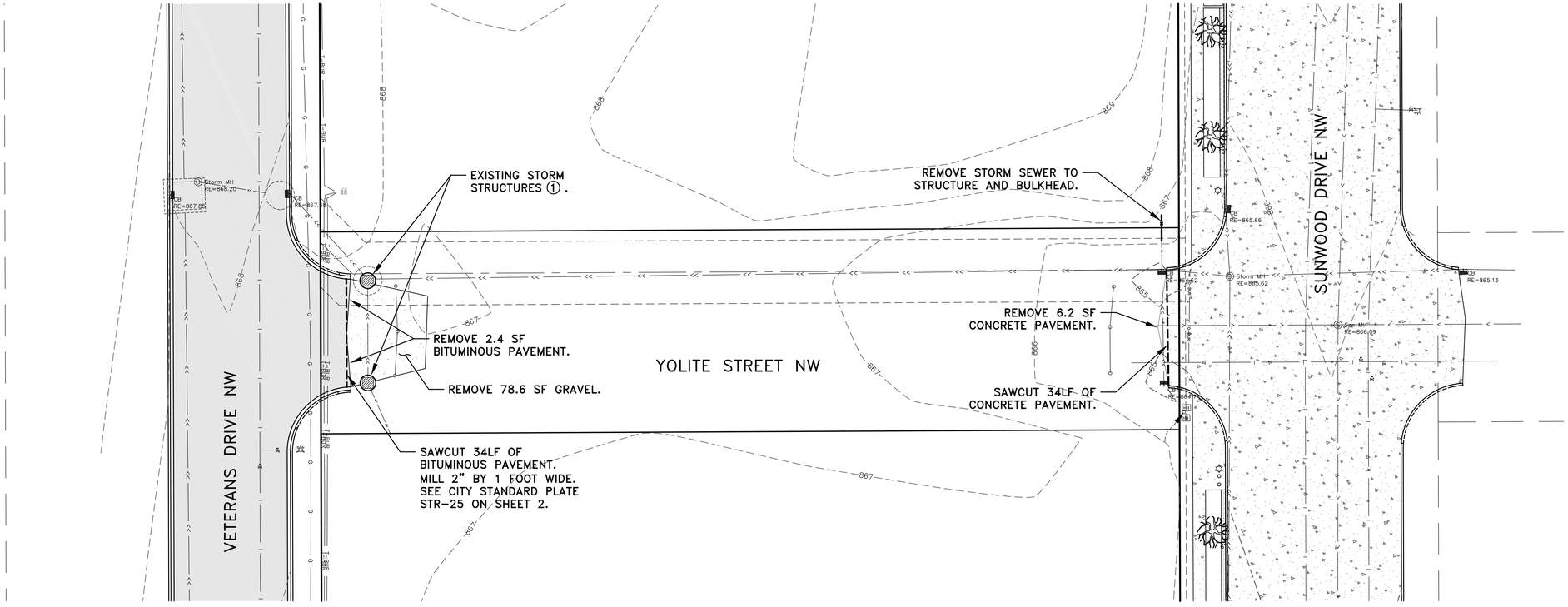
TYPICAL SECTIONS

CITY OF RAMSEY, MINNESOTA

SHEET 11 OF 22 SHEETS

4163.01

REFERENCE NOTES:
① THE EXISTING STORM STRUCTURES ARE BURIED BELOW GRADE.



CONSTRUCTION PLAN LEGEND

- EXISTING GRAVEL EDGE
- EXISTING RIGHT-OF-WAY
- 800 EXISTING CONTOUR
- PROPERTY BOUNDARY
- EXISTING WATERMAIN
- EXISTING SANITARY
- SAWCUT CONCRETE PAVEMENT (FULL DEPTH)
- SAWCUT BITUMINOUS (FULL DEPTH)
- EXISTING STORM SEWER
- P-OH OVERHEAD POWER
- G GAS LINE
- T-BUR BURIED TELEPHONE LINE
- P-BUR BURIED ELECTRIC LINE
- FO-BUR BURIED FIBER OPTIC
- E EXISTING ELECTRIC PEDESTAL
- EXISTING CATCH BASIN
- D EXISTING STORM MANHOLE
- EXISTING HYDRANT
- GV EXISTING GATE VALVE
- S EXISTING SANITARY MANHOLE
- EXISTING CONCRETE
- EXISTING GRAVEL

N

20 0 20 40
SCALE IN FT.

DATE	REVISION
6/1/17	CITY COMMENTS

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CRAIG J. JOCHUM, P.E.
Date 5-4-17 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

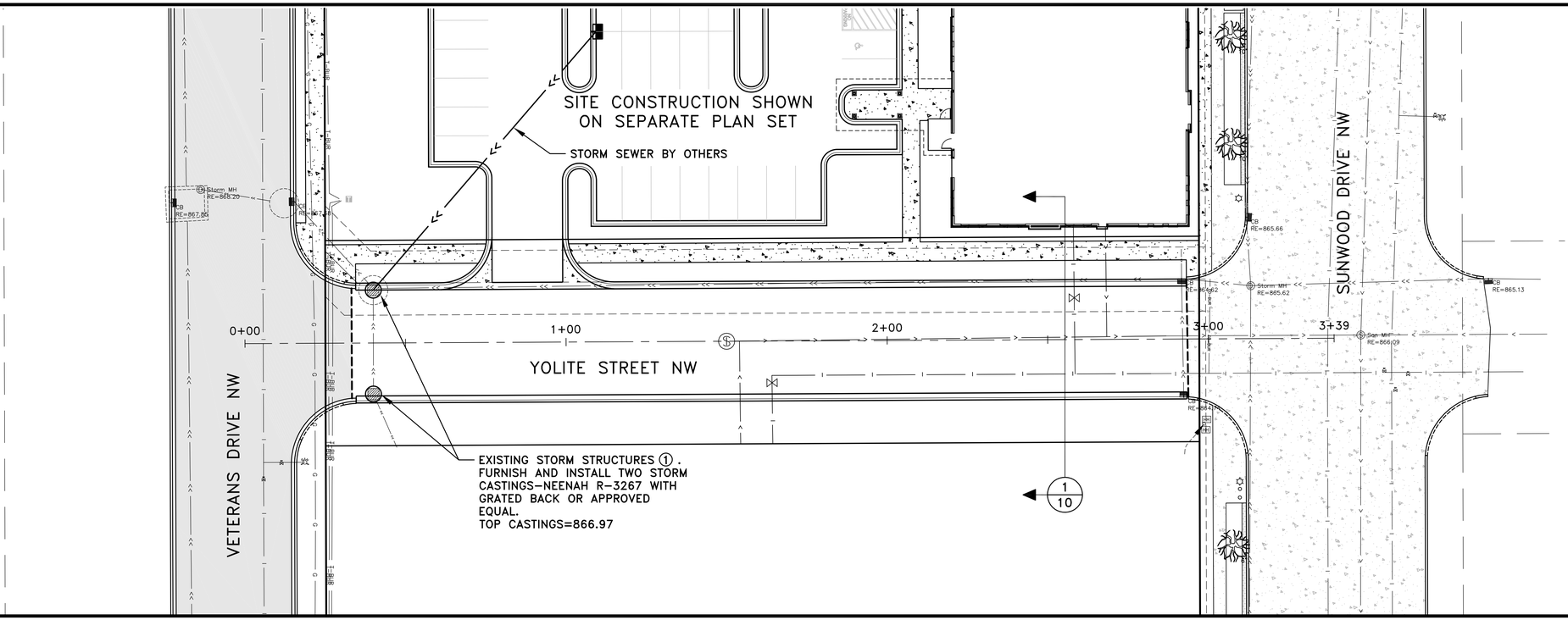
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YOLITE STREET

EXISTING CONDITIONS AND REMOVALS
CITY OF RAMSEY, MINNESOTA

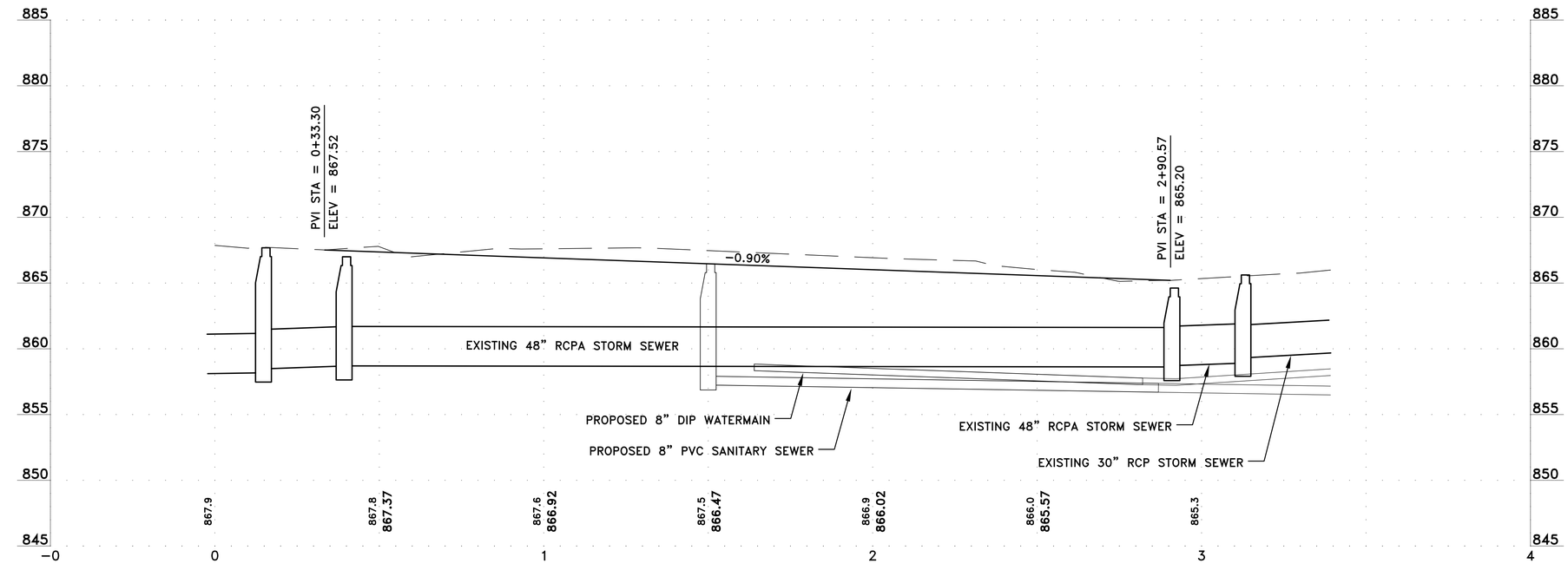
SHEET 12 OF 22 SHEETS

4163.01



REFERENCE NOTES:
(1) THE EXISTING STORM STRUCTURES ARE BURIED BELOW GRADE.

20 0 20 40
SCALE IN FT.



CONSTRUCTION PLAN LEGEND

- EXISTING GRAVEL EDGE
- EXISTING RIGHT–OF–WAY
- PROPOSED CENTERLINE
- PROPERTY BOUNDARY
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- EXISTING SANITARY
- PROPOSED SANITARY
- SAWCUT CONCRETE PAVEMENT (FULL DEPTH)
- SAWCUT BITUMINOUS (FULL DEPTH)
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- OVERHEAD POWER
- GAS LINE
- BURIED TELEPHONE LINE
- BURIED ELECTRIC LINE
- BURIED FIBER OPTIC
- EXISTING ELECTRIC PEDESTAL
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- EXISTING STORM MANHOLE
- PROPOSED STORM MANHOLE
- EXISTING HYDRANT
- EXISTING GATE VALVE
- EXISTING SANITARY MANHOLE
- PROPOSED SANITARY MANHOLE
- EXISTING CONCRETE
- PROPOSED CONCRETE

DATE	REVISION
6/1/17	CITY COMMENTS

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CRAIG J. JOCHUM, P.E.
Date 5-4-17 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

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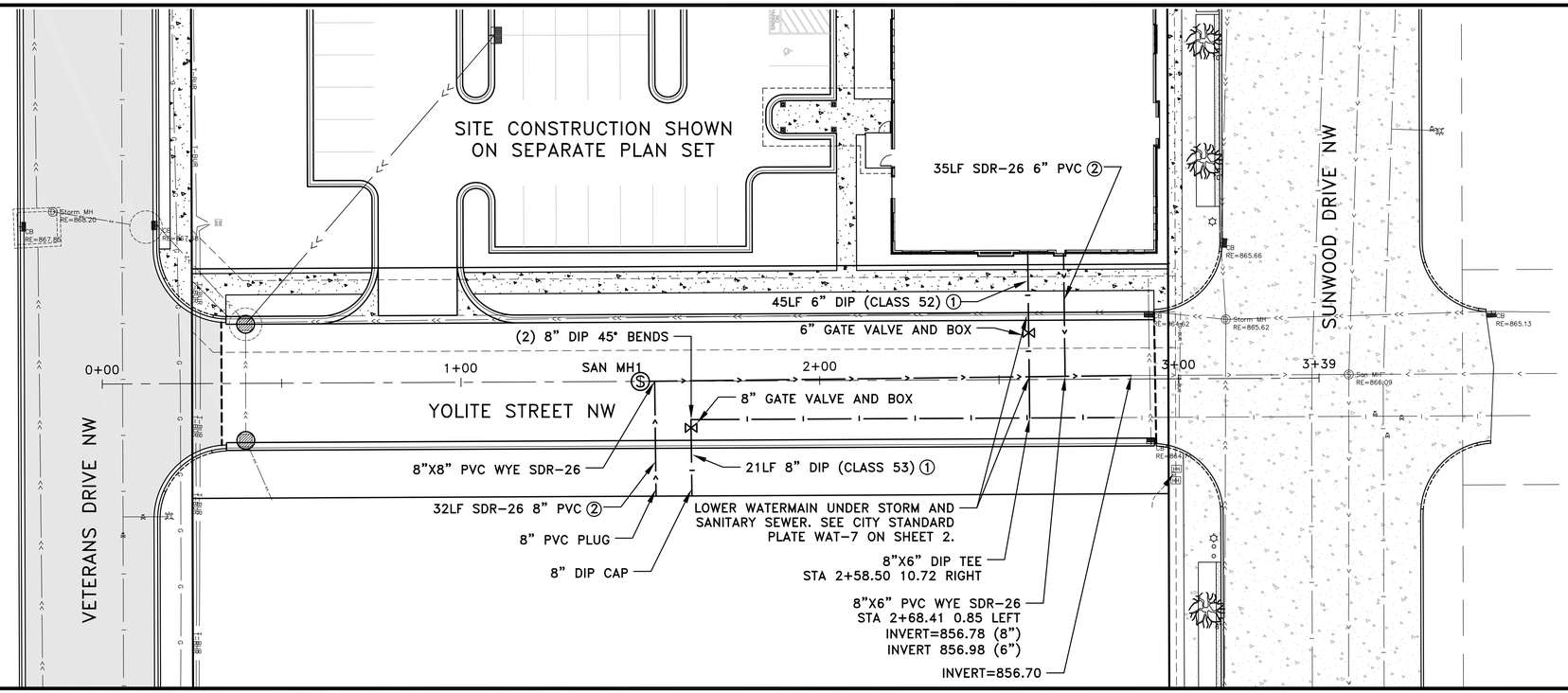
YOLITE STREET

STREET PLAN AND PROFILE

CITY OF RAMSEY, MINNESOTA

SHEET 13 OF 22 SHEETS

4163.01



REFERENCE NOTES

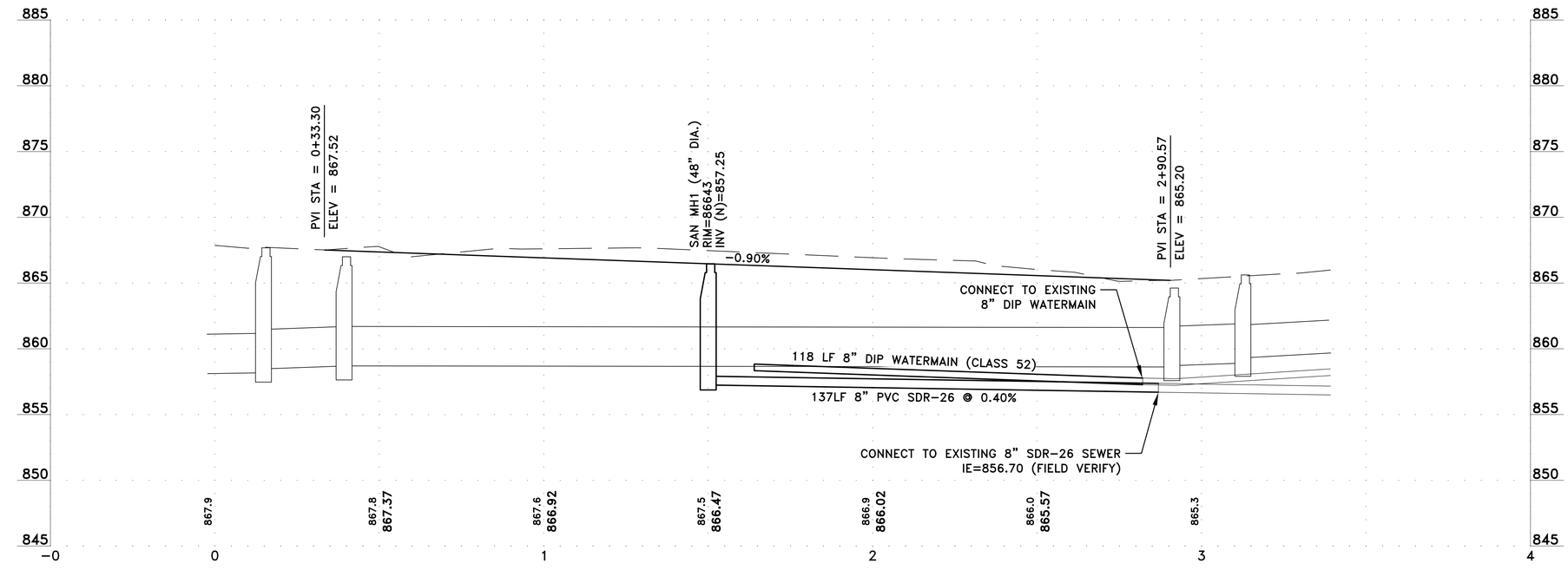
① SEE CITY STANDARD PLATE WAT-5 ON SHEET 3 FOR WATER SERVICE INSTALLATION.

② SEE CITY STANDARD PLATE SEW-3 ON SHEET 3 FOR SEWER SERVICE INSTALLATION.

GENERAL NOTES

1. WATER SERVICE SHALL HAVE A MINIMUM BURY OF 7.5 FEET.

20 0 20 40
SCALE IN FT.



CONSTRUCTION PLAN LEGEND

- EXISTING GRAVEL EDGE
- EXISTING RIGHT-OF-WAY
- PROPOSED CENTERLINE
- PROPERTY BOUNDARY
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- EXISTING SANITARY
- PROPOSED SANITARY
- SAWCUT CONCRETE PAVEMENT (FULL DEPTH)
- SAWCUT BITUMINOUS (FULL DEPTH)
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- OVERHEAD POWER
- GAS LINE
- BURIED TELEPHONE LINE
- BURIED ELECTRIC LINE
- BURIED FIBER OPTIC
- EXISTING ELECTRIC PEDESTAL
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- EXISTING STORM MANHOLE
- PROPOSED STORM MANHOLE
- EXISTING HYDRANT
- EXISTING GATE VALVE
- EXISTING SANITARY MANHOLE
- PROPOSED SANITARY MANHOLE
- EXISTING CONCRETE
- PROPOSED CONCRETE

DATE	REVISION
6/1/17	CITY COMMENTS

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CRAIG J. JOCHUM, P.E.
Date 5-4-17 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

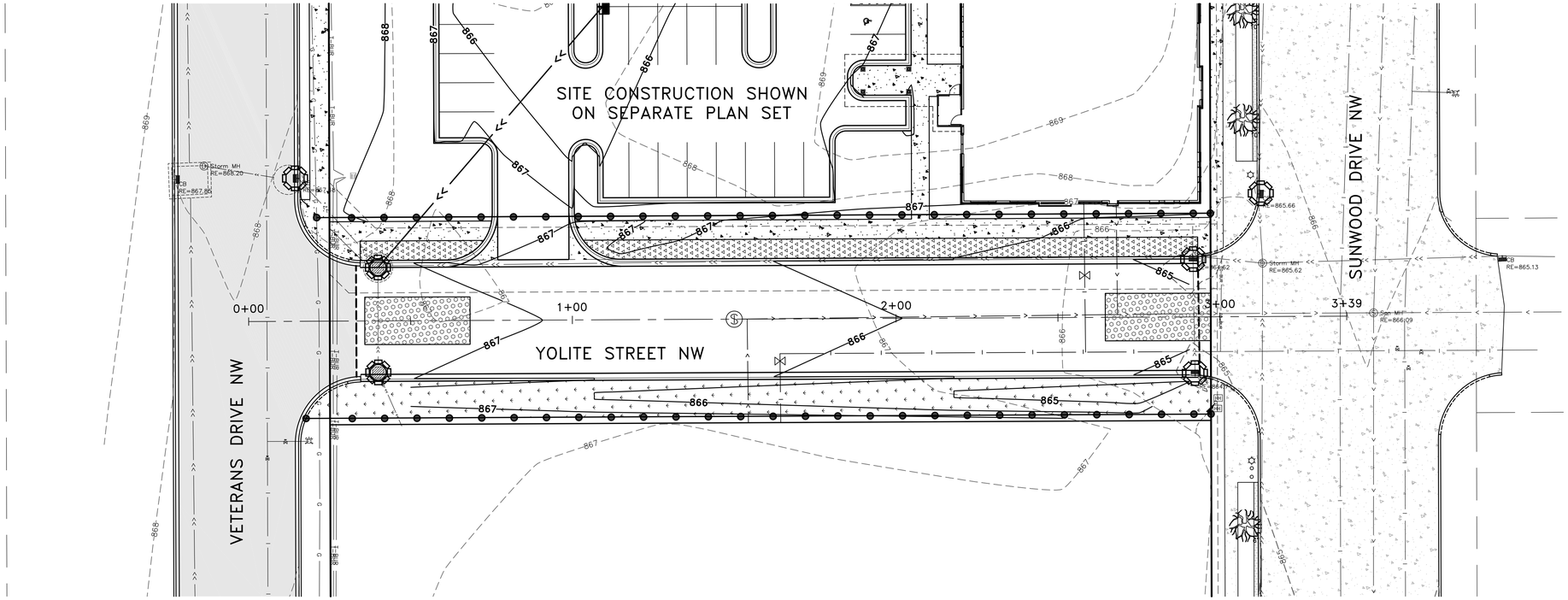
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YOLITE STREET

SANITARY SEWER AND WATERMAIN PLAN
CITY OF RAMSEY, MINNESOTA

SHEET 14 OF 22 SHEETS

4163.01



CONSTRUCTION PLAN LEGEND

- EXISTING GRAVEL EDGE
- EXISTING RIGHT-OF-WAY
- PROPOSED CENTERLINE
- PROPERTY BOUNDARY
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- EXISTING SANITARY
- PROPOSED SANITARY
- SAWCUT CONCRETE PAVEMENT (FULL DEPTH)
- SAWCUT BITUMINOUS (FULL DEPTH)
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- P-OH OVERHEAD POWER
- G GAS LINE
- T-BUR BURIED TELEPHONE LINE
- P-BUR BURIED ELECTRIC LINE
- FO-BUR BURIED FIBER OPTIC
- E EXISTING ELECTRIC PEDESTAL
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- (D) EXISTING STORM MANHOLE
- (D) PROPOSED STORM MANHOLE
- EXISTING HYDRANT
- GV EXISTING GATE VALVE
- (S) EXISTING SANITARY MANHOLE
- (S) PROPOSED SANITARY MANHOLE
- EXISTING CONCRETE
- PROPOSED CONCRETE

20 0 20 40
SCALE IN FT.

GENERAL EROSION CONTROL NOTES:

1. EROSION CONTROL SHALL CONFORM TO THE Mn/DOT EROSION CONTROL HANDBOOK.
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 OPERATIONS TO MINIMIZE THE AMOUNT OF DISTURBED AREA AT ANY GIVEN TIME.
4. BMP'S SHALL BE INSPECTED DAILY BY THE CONTRACTOR. OBSERVATIONS SHALL BE RECORDED IN THE INSPECTION LOG.
5. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY REMOVED AND DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION.
6. SITE STABILIZATION SHALL OCCUR WITHIN 7 DAYS OF FINAL GRADING, OR PRIOR TO FINAL GRADING IF LOOSE SOIL IS UNWORKED FOR MORE THAN 7 DAYS.
7. STREETS SHALL BE CLEANED WITHIN 3 HOURS AFTER NOTIFICATION BY CITY THAT SWEEPING IS REQUIRED.

EROSION AND SEDIMENT CONTROL LEGEND

- SILT FENCE SEE CITY STANDARD PLATE ERO-1 ON SHEET 2.
- INLET PROTECTION SEE SHEET 3.
- ROCK CONSTRUCTION ENTRANCE SEE SHEET 3.
- MNDOT SEED MIX 25-121
- MNDOT SEED MIX 25-121 WITH TYPE 1 DISK ANCHORED MULCH AND FERTILIZER SEE SHEET 2 FOR APPLICATION RATES.

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YOLITE STREET

GRADING AND EROSION CONTROL PLAN
CITY OF RAMSEY, MINNESOTA

SHEET 15 OF 22 SHEETS

4163.01

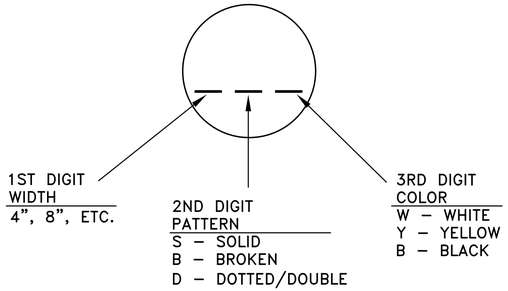
PERMANENT PAVEMENT MARKING GENERAL NOTES AND GUIDELINES:

1. THE ENGINEER'S INVOLVEMENT IN THE APPLICATION OF THE MATERIAL SHALL BE LIMITED TO FIELD CONSULTATION AND INSPECTION. THE CONTRACTOR WILL PLACE NECESSARY "SPOTTING" AT APPROPRIATE POINTS TO PROVIDE HORIZONTAL CONTROL FOR STRIPING TO DETERMINE NECESSARY STARTING AND CUTOFF POINTS. LONGITUDINAL JOINTS, PAVEMENT EDGES AND EXISTING MARKINGS MAY SERVE AS HORIZONTAL CONTROL WHEN SO DIRECTED.
2. EDGE LINES AND LANE LINES ARE TO BE BROKEN ONLY AT INTERSECTIONS WITH PUBLIC ROADS AND AT PRIVATE ENTRANCES IF THEY ARE CONTROLLED BY A YIELD SIGN, STOP SIGN OR TRAFFIC SIGNAL. THE BREAK POINT IS TO BE AT THE START OF THE RADIUS FOR THE INTERSECTION OR AT MARKED STOP LINES OR CROSSWALKS.
3. A TOLERANCE OF 1/4 INCH UNDER OR 1/4 OVER THE SPECIFIED WIDTH WILL BE ALLOWED FOR STRIPING PROVIDED THE VARIATION IS GRADUAL AND DOES NOT DETRACT FROM THE GENERAL APPEARANCE. BROKEN LINE SEGMENTS MAY VARY UP TO 1/2 FOOT FROM THE SPECIFIED LENGTHS PROVIDED THE OVER AND UNDER VARIATIONS ARE REASONABLY COMPENSATORY. ALIGNMENT DEVIATIONS FROM THE CONTROL GUIDE SHALL NOT EXCEED 1 INCH. MATERIAL SHALL NOT BE APPLIED OVER LONGITUDINAL JOINTS. ESTABLISHMENT OF APPLICATION TOLERANCES SHALL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY TO COMPLY AS CLOSELY AS PRACTICABLE WITH THE PLANNED DIMENSIONS.
4. THE ROAD SURFACE SHALL BE CLEANED AT THE DIRECTION OF THE ENGINEER JUST PRIOR TO APPLICATION. PAVEMENT CLEANING SHALL CONSIST OF AT LEAST BRUSHING WITH A ROTARY BROOM (NON-METALLIC) OR AS RECOMMENDED BY THE MATERIAL MANUFACTURER AND ACCEPTABLE TO THE ENGINEER.
5. THE EPOXY MARKING APPLICATION SHALL IMMEDIATELY FOLLOW THE PAVEMENT CLEANING. GLASS BEADS SHALL BE APPLIED IMMEDIATELY AFTER APPLICATION OF THE EPOXY RESIN LINE TO PROVIDE AN IMMEDIATE NO-TRACK SYSTEM.
6. FOR 15 MIL APPLICATIONS, GLASS BEADS SHALL BE APPLIED AT A RATE OF AT LEAST 25 LB/GAL. THE "NO-TRACKING" CONDITION SHALL BE DETERMINED ON AN APPLICATION OF SPECIFIED THICKNESS TO THE PAVEMENT AND COVERED WITH GLASS BEADS AT THE RATE OF AT LEAST 25 LB/GAL.
7. OPERATIONS SHALL BE CONDUCTED ONLY WHEN THE ROAD PAVEMENT SURFACE TEMPERATURES ARE 50 DEGREES °F OR GREATER.
8. PERMANENT PAVEMENT MARKINGS SHALL NOT BE PLACED OVER TEMPORARY TAPE MARKINGS.

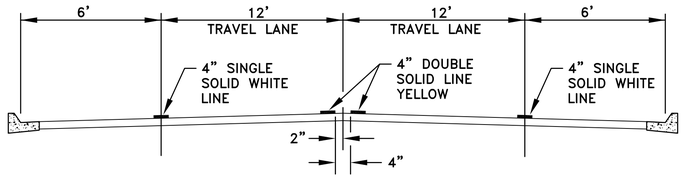
STRIPING KEY & LEGEND

CIRCLE – EPOXY

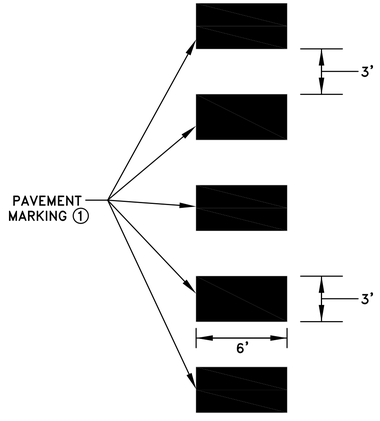
SQUARE – PREFORMED THERMOPLASTIC



EXAMPLE: (4SW) = 4" SOLID LINE WHITE-EPOXY



1/16 YOLITE STREET



2/16 CROSSWALK DETAIL

DATE	REVISION
6/1/17	CITY COMMENTS

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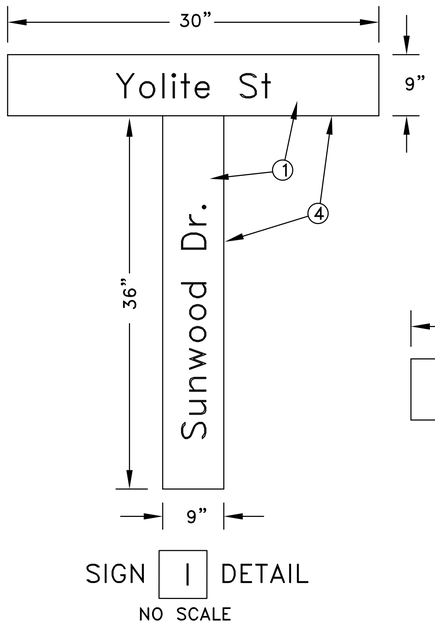
YOLITE STREET

STRIPING LEGEND AND NOTES

CITY OF RAMSEY, MINNESOTA

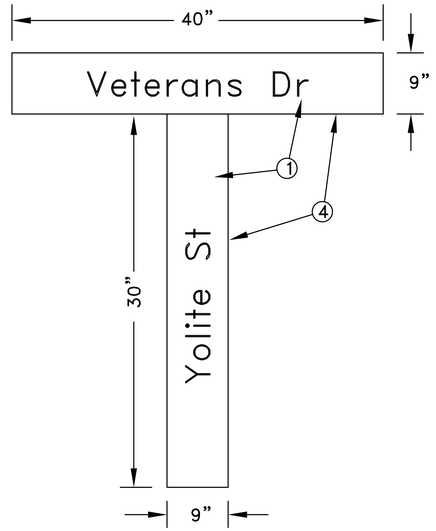
SHEET 16 OF 22 SHEETS

4163.01



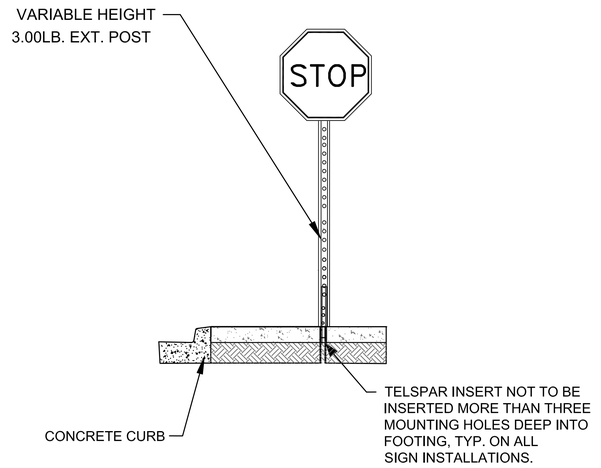
SIGN 1 DETAIL

NO SCALE



SIGN 2 DETAIL

NO SCALE



SIDEWALK MOUNT BREAK–AWAY SIGN INSTALLATION

(1/17)

SIGN LEGEND	SIGN NUMBER	SIGN SIZE	SIGN MESSAGE	SIGN COLOR ⑤	POSTS			REMARKS	ESTIMATED QUANTITY
					NUMBER AND TYPE	NUMBER OF KNEE BRACES	LENGTH (FEET)		
STOP	R1–1	30”X30”	STOP	WHITE ON RED	2–U		13.5		2
1		30”X9” 36”X9”	YOLITE ST ① SUNWOOD DR ⑥	WHITE ON GREEN		②③		SEE DETAIL ON THIS SHEET	1
2		30”X9” 40”X9”	YOLITE ST ① VETERANS DR ⑥	WHITE ON GREEN		②③		SEE DETAIL ON THIS SHEET	1

GENERAL NOTES:

1. ALL SIGNS SHALL HAVE TYPE IX SHEETING UNLESS NOTED.
2. SIGNS CONSTRUCTED IN THE SIDEWALK SHALL BE CONSTRUCTED PER (1/17).
3. THE CITY OF RAMSEY FABRICATES AND INSTALLS ALL SIGNS.

REFERENCE NOTES:

① ALL STREET NAME SIGNS SHALL HAVE 6” AND 4 ½” LETTERING FOR UPPERCASE AND LOWERCASE LETTERS, RESPECTIVELY. SERIES ”B” LETTERING AND NUMBERING SHALL BE USED WITH 75% SPACING.

② MOUNTING BRACKETS SHALL BE E–450 FOURWAY BRACKET OR EQUAL.

③ MOUNTING POSTS SHALL BE 2.5” O.D. BY 10’ GALVANIZED TUBE. POSTS SHALL BE IMBEDDED IN A 12” DIAMETER BY 24” DEEP CONCRETE FOOTING. CONCRETE MIX 3Y43 SHALL BE USED FOR THE FOOTING.

④ SIGN PLATES SHALL BE SINGLE FACED CONSTRUCTED OF 0.100 ALUMINUM TYPE IX SHEETING.

⑤ SIGN COLOR SHALL BE AS SHOWN IN THE MnDOT STANDARD SIGNS MANUAL, UNLESS NOTED.

⑥ ALL STREET NAME SIGNS SHALL BE NOTCHED AND PUNCHED AND HAVE A ⅜” WHITE BORDER.

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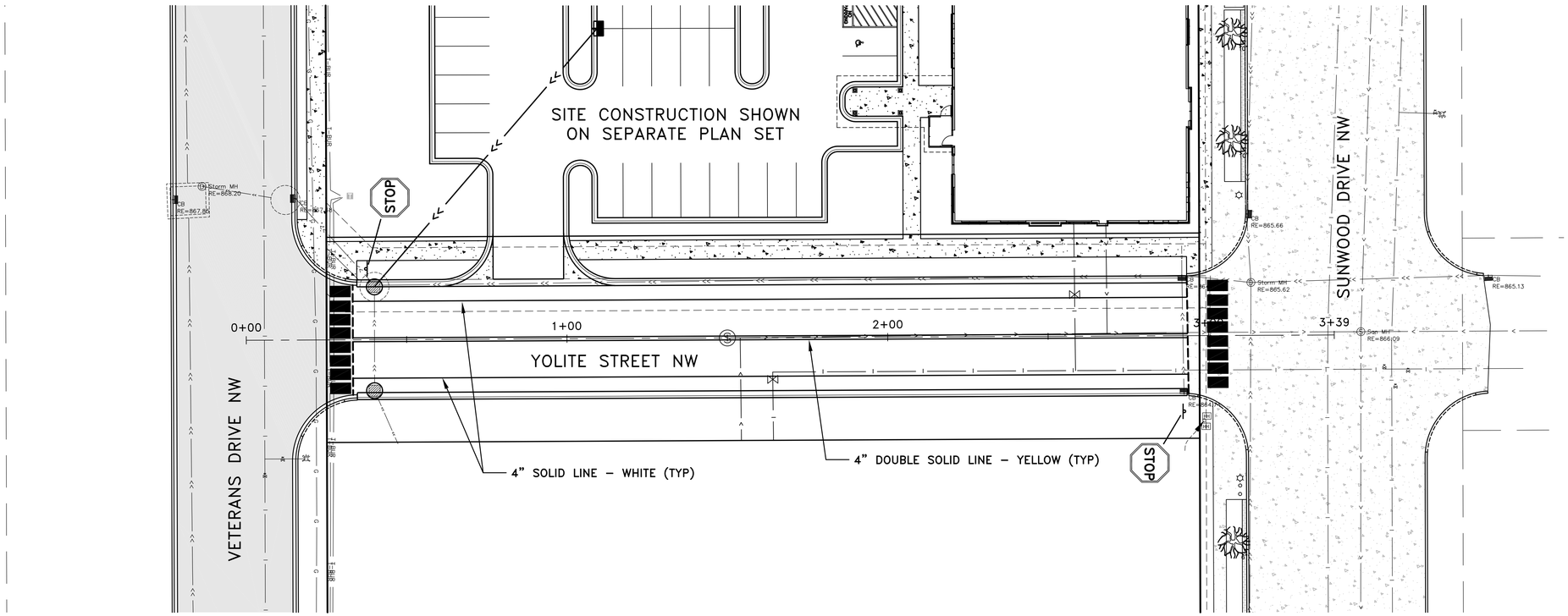
YOLITE STREET

SIGNAGE LEGEND AND NOTES

CITY OF RAMSEY, MINNESOTA

SHEET 17 OF 22 SHEETS

4163.01



CONSTRUCTION PLAN LEGEND

- EXISTING GRAVEL EDGE
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20 0 20 40
SCALE IN FT.

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YOLITE STREET

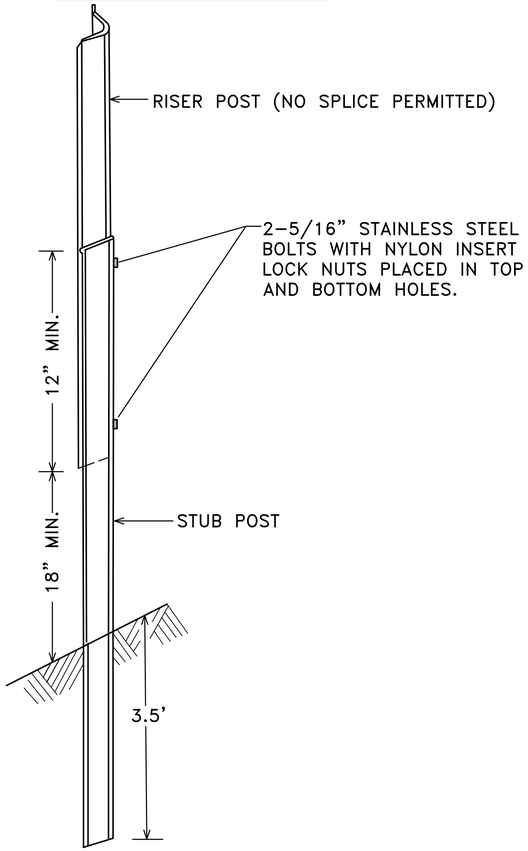
STRIPING & SIGNAGE PLAN

CITY OF RAMSEY, MINNESOTA

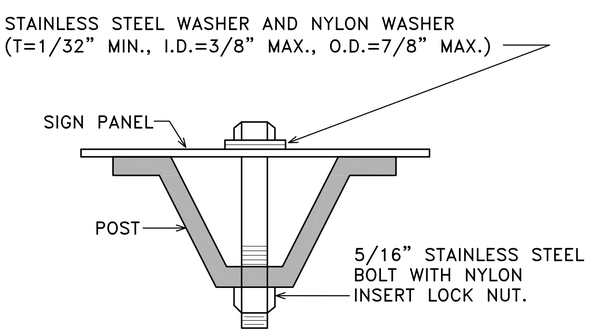
SHEET 18 OF 22 SHEETS

4163.01

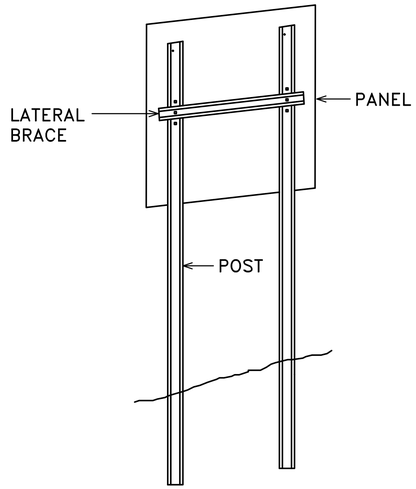
TYPE C & D POST



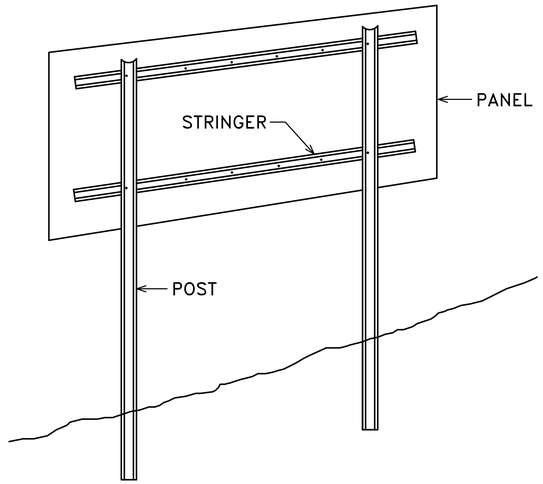
U POST SPLICE



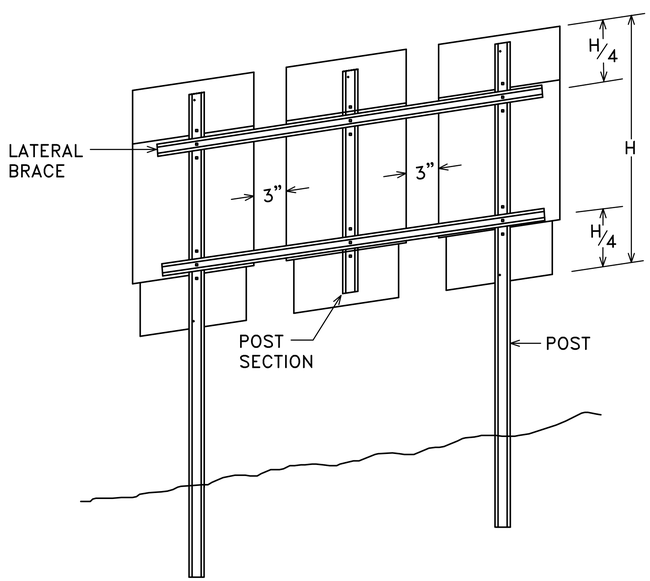
U POST MOUNTING
TYPE C SIGNS



TYPICAL TYPE C INSTALLATION



TYPICAL TYPE D INSTALLATION



MODIFIED TYPE C INSTALLATION

NOTES:

1. USE 3 LB/FT STUB POSTS, RISER POSTS, STRINGERS, KNEE BRACES, LATERAL BRACES AND KNEE BRACE STUB POSTS. ALL SHALL CONFORM TO MN/DOT 3401.
2. SEE TYPE D SIGN POSTS LENGTHS AND SPACINGS, SEE SIGN DATA SHEET.
3. TYPE D SIGN PANELS SHALL BE BOLTED TO STRINGERS AT 24" MAXIMUM INTERVALS IN ACCORDANCE WITH THE TYPE D STRINGER AND PANEL–JOINT DETAIL (SEE STANDARD SIGNS MANUAL).
4. MOUNTING (PUNCH CODE) FOR TYPE C SIGN PANELS SHALL BE AS INDICATED IN THE STANDARD SIGNS MANUAL UNLESS OTHERWISE SPECIFIED.
5. ALL RISER (VERTICAL) U POSTS SHALL BE SPLICED. DRIVEN STUB POSTS SHALL BE AT LEAST 7' LONG.
6. USE STAINLESS STEEL 5/16" BOLTS, WASHERS AND NYLON INSERT LOCK NUTS AS SHOWN FOR ALL GROUND MOUNTED AND OVERHEAD MOUNTED SIGNS.
7. STAINLESS STEEL WASHER WITH SAME DIMENSIONS SHALL BE PROVIDED BETWEEN ALL NYLON WASHERS AND BOLT HEADS.
8. BRACING STUBS SHALL BE NO MORE THAN 4" ABOVE GROUND AND EMBEDDED AT LEAST 3 1/2'.
9. A–FRAME BRACKET SHALL BE STEEL CONFORMING TO MN/DOT 3306 AND GALVANIZED IN ACCORDANCE WITH MN/DOT 3394.
10. COLLARS SHALL BE USED TO SHIM OVERLAYS AND DEMOUNTABLE LEGEND AWAY FROM PANEL WHERE INTERFERENCE WITH BOLT HEADS IS ENCOUNTERED. MN/DOT 3352.2A5.
11. 2 POST TYPE C SIGNS SHALL BE REINFORCED WITH AT LEAST ONE LATERAL BRACE. INSTALLATIONS WHERE THE TOTAL PANEL HEIGHT IS 60" OR MORE SHALL HAVE TWO LATERAL BRACES LOCATED APPROXIMATELY AT THE QUARTER POINTS.
12. WHERE 2 SINGLE POST TYPE C SIGNS ARE INSTALLED SIDE BY SIDE, THEY SHALL BE REINFORCED LATERALLY BY AT LEAST 2 BRACES, BOLTED AT EACH POST AND LOCATED APPROXIMATELY AT THE QUARTER POINTS.
13. WHERE 3 OR MORE TYPE C SIGNS ARE INSTALLED SIDE BY SIDE, THEY SHALL BE REINFORCED LATERALLY BY AT LEAST 2 BRACES, BOLTED AT EACH POST AND POST SECTION AND LOCATED APPROXIMATELY AT THE QUARTER POINTS AS SHOWN IN MODIFIED TYPE C INSTALLATION.

TYPE C & D SIGN
STRUCTURAL DETAILS

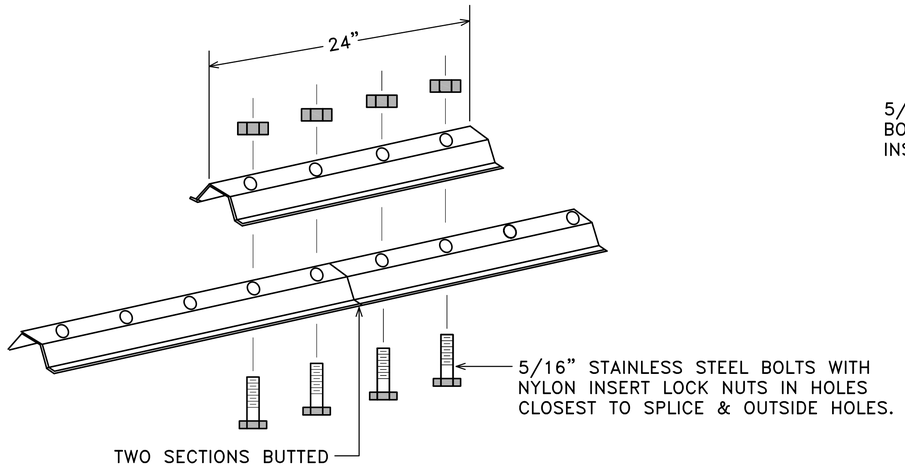
Sheet 1 of 3

REVISED: 1–7–08

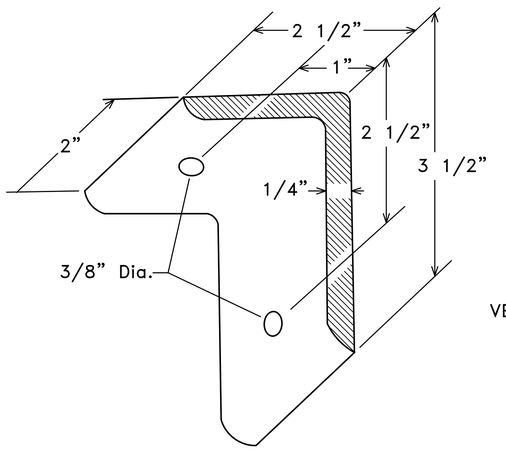
YOLITE STREET
RAMSEY, MINNESOTA

Sheet No. 19 of 22 Sheets

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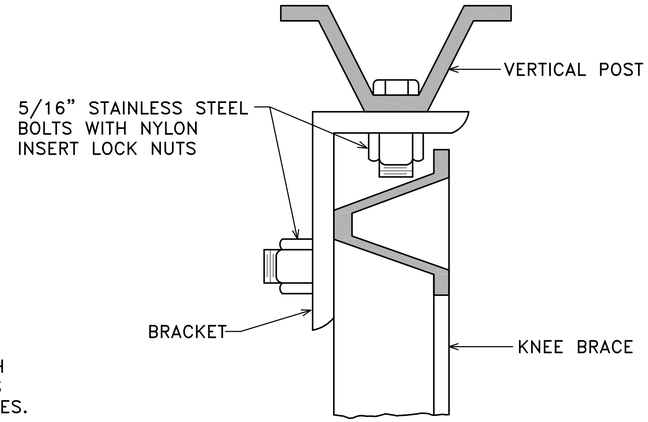


LATERAL BRACE OR STRINGER SPLICE DETAIL (EXPLODED VIEW)

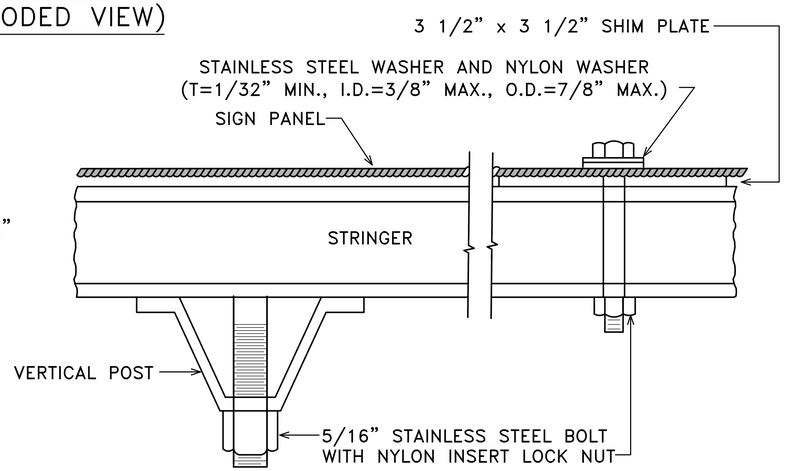


A–FRAME BRACKET

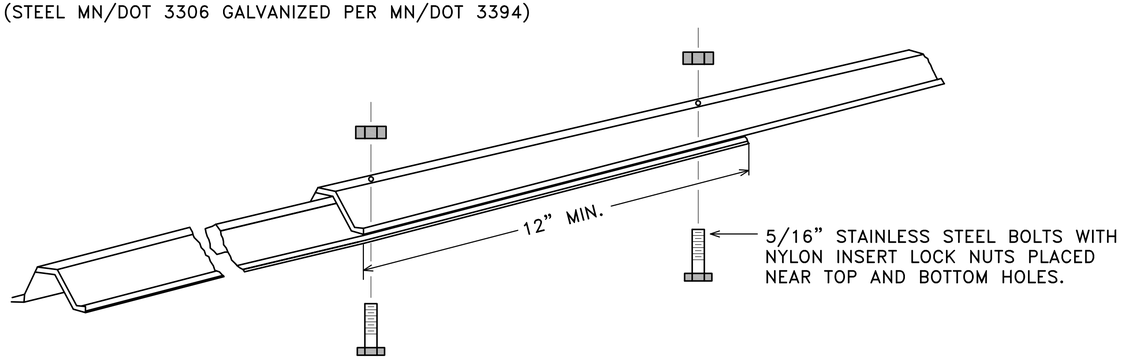
(STEEL MN/DOT 3306 GALVANIZED PER MN/DOT 3394)



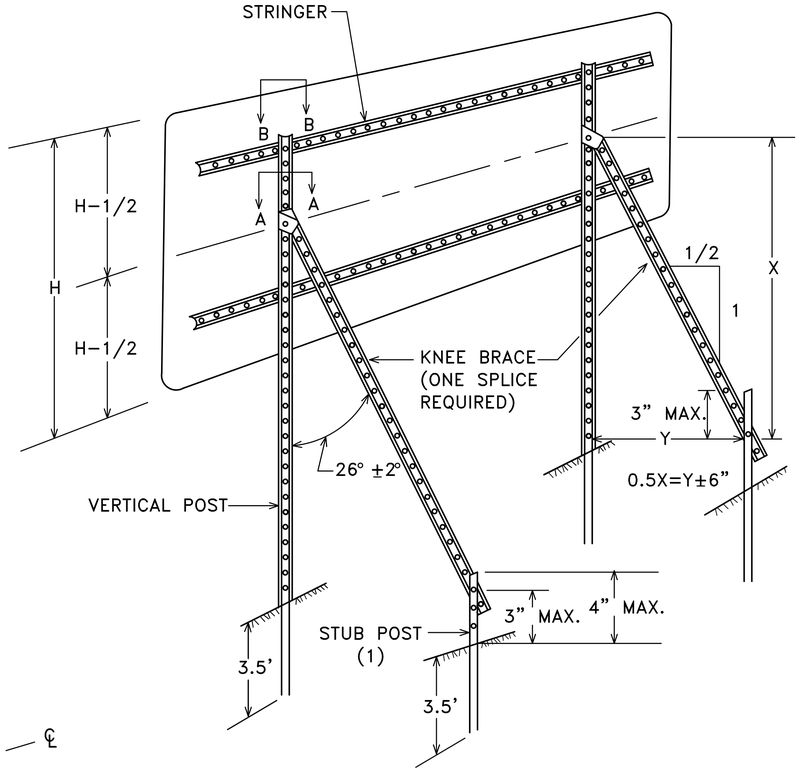
SECTION A–A



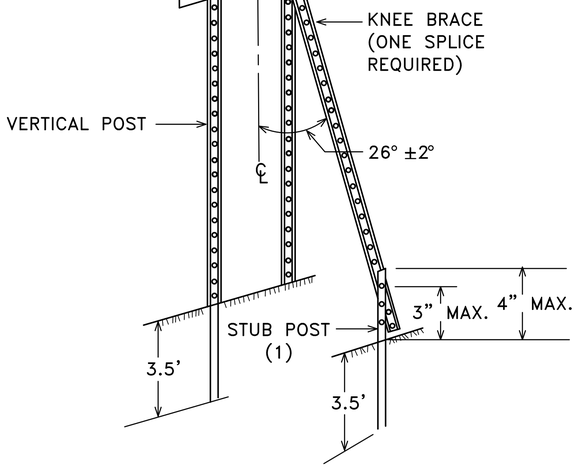
SECTION B–B



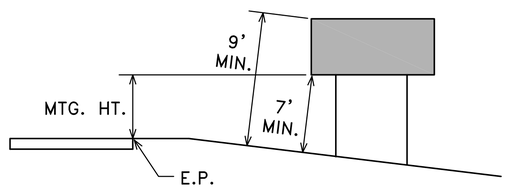
KNEE BRACE SPLICE



TYPICAL "A–FRAME" INSTALLATION TYPE "D" SIGNS



TYPICAL "A–FRAME" INSTALLATION TYPE "C" SIGNS



TYPICAL MOUNTING

(1) OFFSET STUB POST 1' TOWARD ROADWAY RELATIVE TO VERTICAL POST. ATTACH STUB POST AND KNEE BRACE BACK TO BACK.

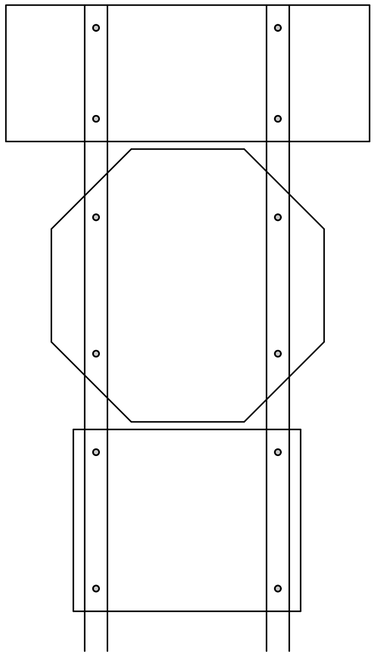
TYPE C & D SIGN

STRUCTURAL DETAILS

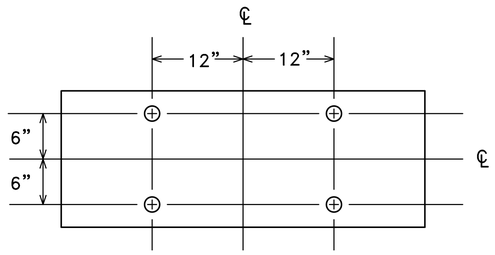
REVISED: 1–7–08

YOLITE STREET
RAMSEY, MINNESOTA

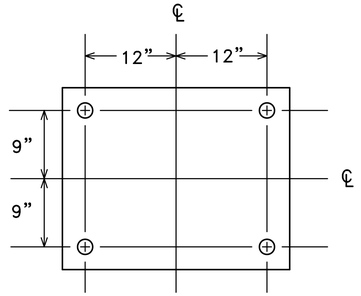
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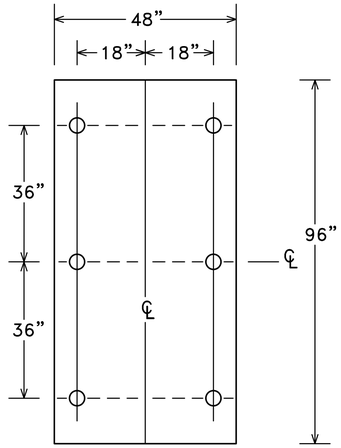
R6-1, R1-1 & (R6-3 OR R6-3a)
MOUNTING



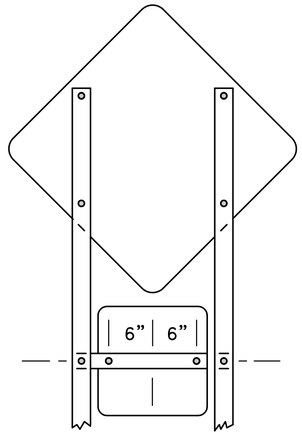
PUNCHING FOR R6-1(48"x18")



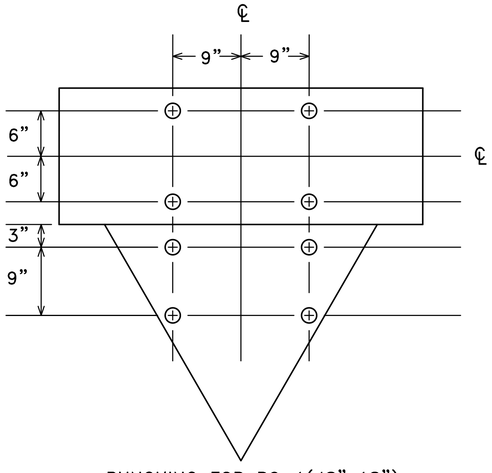
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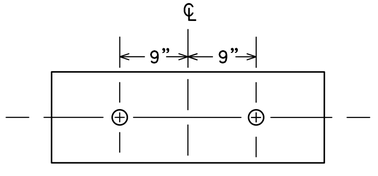
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SPEED LIMIT



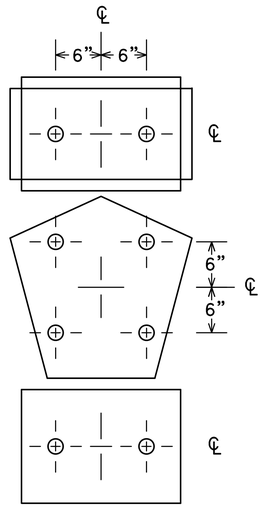
(W1-1, W1-2, W1-3, W1-4 OR W1-5) & W13-1
MOUNTING



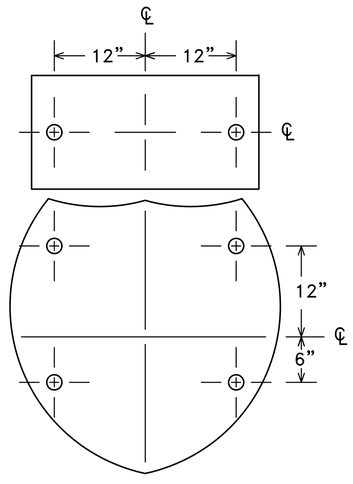
PUNCHING FOR R6-1(48"x18")
& R1-2(36"x36"x36")



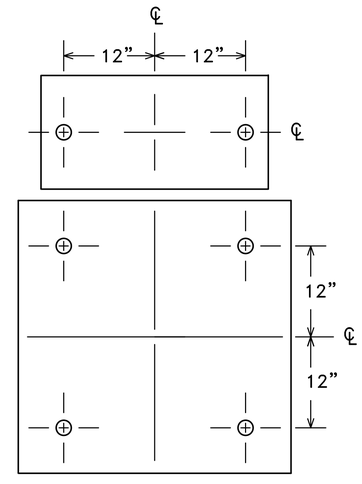
PUNCHING FOR R6-1(36"x12")



M2-1A [21"x15"] OR
(M3-1A, M3-2A, M3-3A OR M3-4A) [24"x12"] AND
M1-6 [24"x24"] AND
(M5-1A, M5-2A, M6-1A, M6-2A, M6-3A M6-4A, M6-5A OR M6-6A) [21"x15"]
PUNCHING



(M3-1A, M3-2A, M3-3A OR M3-4A) [30"x15"] AND
M1-1 [45"x36" OR 36"x36"]
PUNCHING



(M3-1, M3-1A, M3-2, M3-2A, M3-3, M3-3A M3-4 OR
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PUNCHING

TYPE C & D SIGN

STRUCTURAL DETAILS

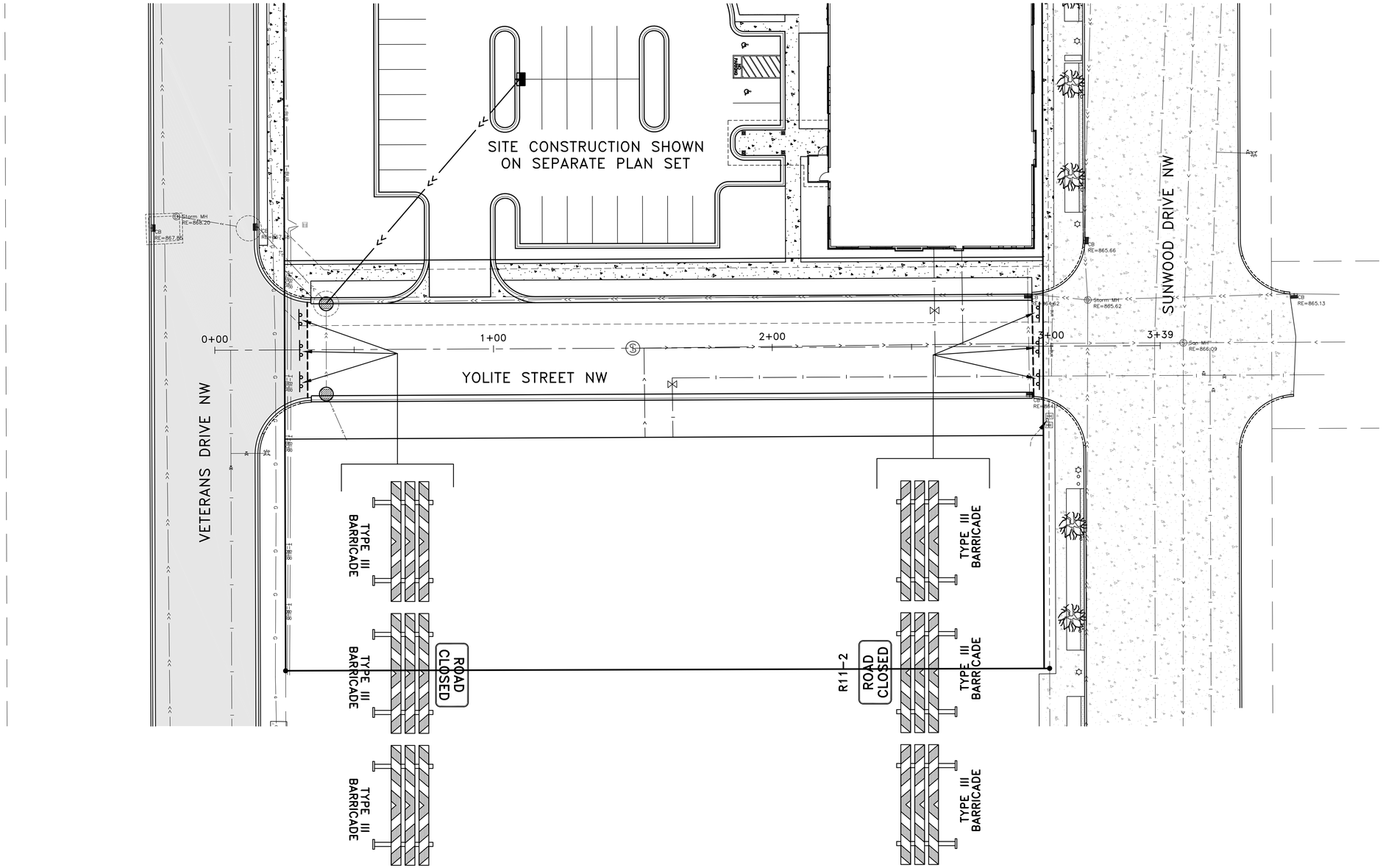
Sheet 3 of 3

REVISED: 10-28-08

YOLITE STREET
RAMSEY, MINNESOTA

Sheet No. 21 of 22 Sheets

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CONSTRUCTION PLAN LEGEND

- EXISTING GRAVEL EDGE
- EXISTING RIGHT-OF-WAY
- PROPOSED CENTERLINE
- PROPERTY BOUNDARY
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- EXISTING SANITARY
- PROPOSED SANITARY
- SAWCUT CONCRETE PAVEMENT (FULL DEPTH)
- SAWCUT BITUMINOUS (FULL DEPTH)
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- OVERHEAD POWER
- GAS LINE
- BURIED TELEPHONE LINE
- BURIED ELECTRIC LINE
- BURIED FIBER OPTIC
- EXISTING ELECTRIC PEDESTAL
- EXISTING CATCH BASIN
- PROPOSED CATCH BASIN
- EXISTING STORM MANHOLE
- PROPOSED STORM MANHOLE
- EXISTING HYDRANT
- EXISTING GATE VALVE
- EXISTING SANITARY MANHOLE
- PROPOSED SANITARY MANHOLE
- EXISTING CONCRETE
- PROPOSED CONCRETE

20 0 20 40
SCALE IN FT.

DATE	REVISION
6/1/17	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.

Date 5-4-17 CRAIG J. JOCHUM, P.E. Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

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

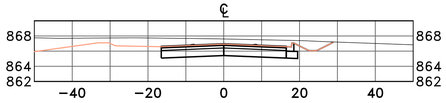
YOLITE STREET

TRAFFIC CONTROL PLAN
CITY OF RAMSEY, MINNESOTA

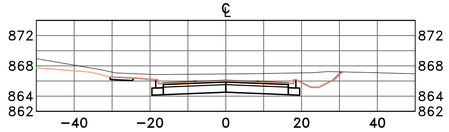
SHEET 22 OF 22 SHEETS

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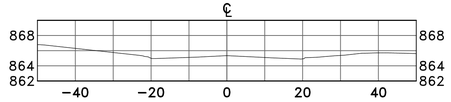
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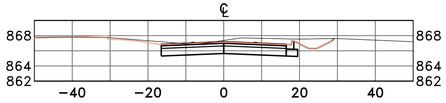
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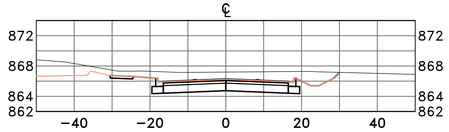
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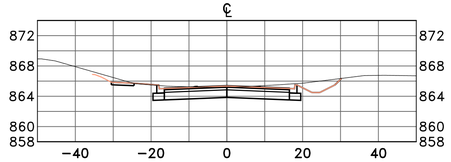
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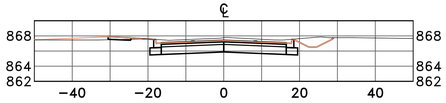
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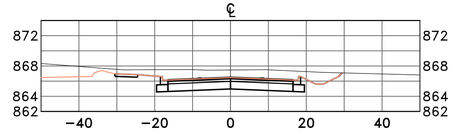
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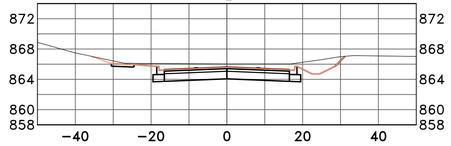
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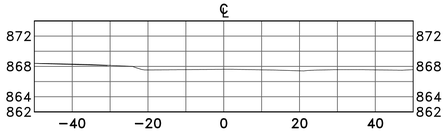
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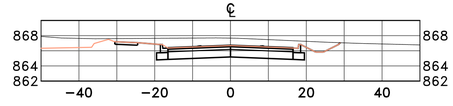
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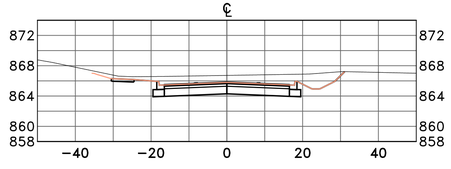
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1+25



2+25



DATE	REVISION
6/1/17	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.

CRAIG J. JOCHUM, P.E.
Date 5-4-17 Lic. No. 23461

DESIGNED BY: CJJ
DRAWN BY: MSS
CHECKED BY: CJJ

Hakanson Anderson
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YOLITE STREET

TYPICAL SECTIONS

CITY OF RAMSEY, MINNESOTA

SHEET X1 OF 22 SHEETS

4163.01

CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR COR STONE BROOK ACADEMY

This Agreement (hereinafter the "Agreement") is dated as of this __ day of ____, 2017 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **MK JOHNSON PROPERTIES, LLC** a Minnesota Corporation (the "**PERMITTEE**").

Recitals

A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the "Subject Property").

B. The **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as COR STONE BROOK ACADEMY (the "Plat").

C. The Plat re-subdivides the Subject Property into Lot 1, Block 1 and Outlots A & B (inclusive), COR STONE BROOK ACADEMY, Anoka County, Minnesota.

Agreement

1. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.

2. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:

   a. The **PERMITTEE'S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.

   b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property either through a currently certified abstract, registered property abstract or title insurance commitment or policy**.**

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c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE'S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.

3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Bolton and Menk, Inc., dated July 17, 2017. The Plans remain subject to: (a) **CITY** Staff's review and approval of the Plans to, among other things, confirm that the revisions requested in the **CITY** Staff's review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY'S** files.

4. Stage I Improvements. The improvements the **PERMITTEE** will construct or install are as follows:

a. Trunk and lateral sanitary sewer.
b. Trunk and lateral water main.
c. Storm drainage facilities (when specified).
d. Stormwater maintenance through 90 percent buildout.
e. Streets.
f. Concrete curb and gutter (urban).
g. Street traffic control signals.
h. Lot grading.
i. Trail development.
j. Sidewalks.
k. Electricity (within one-fourth mile).
l. Phone (within one-fourth mile).
m. Natural gas (within one-fourth mile).
n. Boulevard sodding.
o. Water shut off boxes.
p. Landscaping for noise mitigation

(the "Stage I Improvements").

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release in its entirety the required Stage I Improvement Financial Guarantee noted in paragraph #6 below until such as-built plans are received by the **CITY**. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.

6. Stage I Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their

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timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **($_____.00),** which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements ($_____ x 1.25). Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, The **PERMITTEE** may request a reduction in the amount of the financial guarantee.

7. Inspection Fees for the Stage I Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of **($_____.00)**, which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements ($_____ x .05). The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, acceptance by the **CITY**.

8. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans for the Stage I Improvements.

9. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Plat.

10. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY'S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 6 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 6 or allows such financial guarantee to lapse, expire or otherwise terminate.

11. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY'S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the **PERMITTEE'S** installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.

12. Stage II **CITY** Improvements. The future improvements the **PERMITTEE** must construct or install are as follows:

    a. Street lights per agreement with Connexus Energy
    b. Installation of survey monumentation.

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(the "Stage II Improvements"). The **PERMITTEE** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded.

PERMITTEE must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage II Improvements and acceptance by the **CITY**. As as-built plans are a required Stage II Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in paragraph #6 above until **CITY** has received the as-built plans. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

13. Financial Guaranty for Stage II Improvements. The **CITY** does not require a financial guaranty to secure the **PERMITTEE'S** obligation to construct the Stage II Improvements.

14. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of **$_____.00** ($_____ x .25), which is 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvement. The warranty must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or a cash escrow.

15. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

16. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Light as well as Street Light Operation and Maintenance Fees.

17. Requirements for Building and Occupancy Permits.

    a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) the financial guaranty described in Section 6 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka County Soil Conservation District and has provided a copy of each such permit to the **CITY;** and

    b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water

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facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place, and operational (including utility extensions in Bunker Lake Boulevard and Puma Street) and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.

18. **PERMITTEE** Defaults. If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:

a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;

b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief;

c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults; and

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d. The Plat is contingent upon executing an Assessment Agreement with the **CITY** for improvements to Bunker Lake Boulevard and Puma Street. The **PERMITTEE** agrees that the **CITY** may withhold construction authorized by this Agreement in the event of default of the Assessment Agreement.

e. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 6 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18(d).

19. Miscellaneous.

a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.

d. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.

e. Boulevard and Wetland Restoration. The **PERMITTEE** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the

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completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.

f. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

g. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.

h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

i. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.

j. Reimbursement to the **CITY**. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.

l. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

DRAFT

TO PERMITTEE:
MK JOHNSON PROPERTIES, LLC
Attn: Michael or Kristen Johnson
2505 153rd Lane NW
Andover, MN 55304

TO THE CITY:
City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

[The remainder of this page is intentionally left blank.]

DRAFT

THE PERMITTEE:

MK JOHNSON PROPERTIES, LLC.

By: _____, Kristen Johnson
Its: President

By: _____, Michael Johnson
Its: Vice-President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ , 2017, by Kristen Johnson, President of MK Johnson Properties, LLC, a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ , 2017, by Michael Johnson, Vice-President of MK Johnson Properties, LLC, a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

DRAFT

THE CITY:

CITY OF RAMSEY

By:_____
Its: Mayor

By:_____
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this_____ day of_____ 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

_____

Notary Public

DRAFT

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

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

EXHIBIT A

Legal Description of the Subject Property

Outlot B, COR ONE, Anoka County, Minnesota

- Or upon recording-

Lot 1, Block 1, COR STONE BROOK ACADEMY, Anoka County, Minnesota.

DRAFT

EXHIBIT B

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements. **PERMITTEE** must pay a Park Dedication Fee of **$4,250.00**. The **PERMITTEE** acknowledges that these fees are estimates.

2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **$1,020.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of **$2,955.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **$5,475.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

5. Sanitary Sewer Lateral Benefit Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no sanitary sewer lateral benefit fee is due.

6. Water Lateral Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no water lateral benefit fee is due.

7. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **$4,007.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

8. Street Light Operation and Maintenance Fee. The **PERMITTEE** is responsible for a Street Light Operation and Maintenance Fee of $294 per light. The rate in effect when the Plat is recorded will be collected.

9. Stormwater Infiltration Fee. The Lower Rum River Watershed Management Organization requires projects to infiltrate the first inch of rainfall to reduce volume entering the City's regional stormwater system. The Subject Property is located within a Wellhead Protection Area. Within these areas, the Minnesota Department of Health does not allow infiltration. The **PERMITTEE** must contribute to the City's regional system for infiltration to accomplish this requirement. The **PERMITTEE** is responsible for a contribution of $6,355.00.

DRAFT

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION # 17-10-260

RESOLUTION GRANTING DEVELOPMENT AGREEMENT APPROVAL OF COR STONE BROOK ACADEMY

WHEREAS, MK Johnson Properties, LLC, hereafter referred to as "Developer", properly received Final Plat and Site Plan approval of the following described property located in the City of Ramsey:

Outlot B, COR One, Anoka County, Minnesota

(the 'Subject Property');

WHEREAS, the CITY requires that the DEVELOPER enter into a Development Agreement with the CITY to ensure the timely installation of required improvements.

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

1) That the Ramsey City Council hereby grants Development Agreement approval for COR STONE BROOK ACADEMY with MK Johnson Properties, LLC and authorizes the Mayor and City Administrator to sign on behalf of the City.

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 10th day of October, 2017

_____

Mayor

ATTEST:

_____

City Clerk

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

CC Regular Session **7. 4.**

Meeting Date: 10/10/2017

By: Tim Gladhill, Community Development

Information

Title:

REVISED: Adopt Resolution #17-10-256 Approving Development Agreements for Bunker Lake Industrial Park, Case of PSD, LLC

Purpose/Background:

The purpose of this case is to consider three (3) Development Agreements related to the Bunker Lake Industrial Park.

1. Public Roadways, Utilities, and Infrastructure
2. 8252 147th Ln NW - Speculative Industrial Building
3. 8710 147th Ln NW - Adrenaline Sports Center

Note: this case was revised after original publication. The request has been revised to release two (2) previous agreements (Development Agreement, Assessment Agreement) from the original/underlying plat (Alpha Development). Obligations pertaining to these previous agreements have been satisfied as it relates to the current property under review for Bunker Lake Industrial Park. All required improvements required by the previous Development Agreement have been satisfied. Any new required improvements related to the proposed Bunker Lake Industrial Park are memorialized in the attached, new Development Agreement. Assessments for the parcels involving the Bunker Lake Industrial Park have been satisfied, therefore the Assessment Agreement can be released from this Property.

Notification:

Notification is not required for this case. Notification has previously been provided for this project as required by State Statute and City Policies.

Observations/Alternatives:

The City approved a private development project proposed by PSD, LLC on September 12, 2017. A standard contingency of plan approval is to enter into a Development Agreement with the City obligating the Developer to construct the improvements required by City Code and reflected in the approved plan set. The City's standard Development Agreement also requires the Developer to establish a Financial Surety to ensure the timely construction of required improvements as well as an Inspection Fee to cover the costs of the City to inspect the required improvements.

Funding Source:

Preparation of this case and associated Development Agreements are the responsibility of the Applicant. City costs in preparation are charged against an escrow placed by the Applicant.

The Applicant is responsible for constructing the improvements spelled out in the Plan Set and the Development Agreement.

Previously, the Applicant was awarded certain business assistance from the City. Please refer to City Council cases dated July 11, 2017 and July 25, 2017 for specifics on this financial assistance.

Recommendation:

Staff recommends approval of the Development Agreements.

Action:

Motion to adopt Resolution #17-10-256 approving the following Development Agreements related to the Bunker Lake Industrial Park.

1. Public Infrastructure Agreement with PSD, LLC
2. Development Agreement with BLIP I, LLC for 8710 147th Ln NW (Adrenaline Sports Center)
3. Development Agreement with BLIP II, LLC for 8252 147th Ln NW (Industrial Building)

Attachments

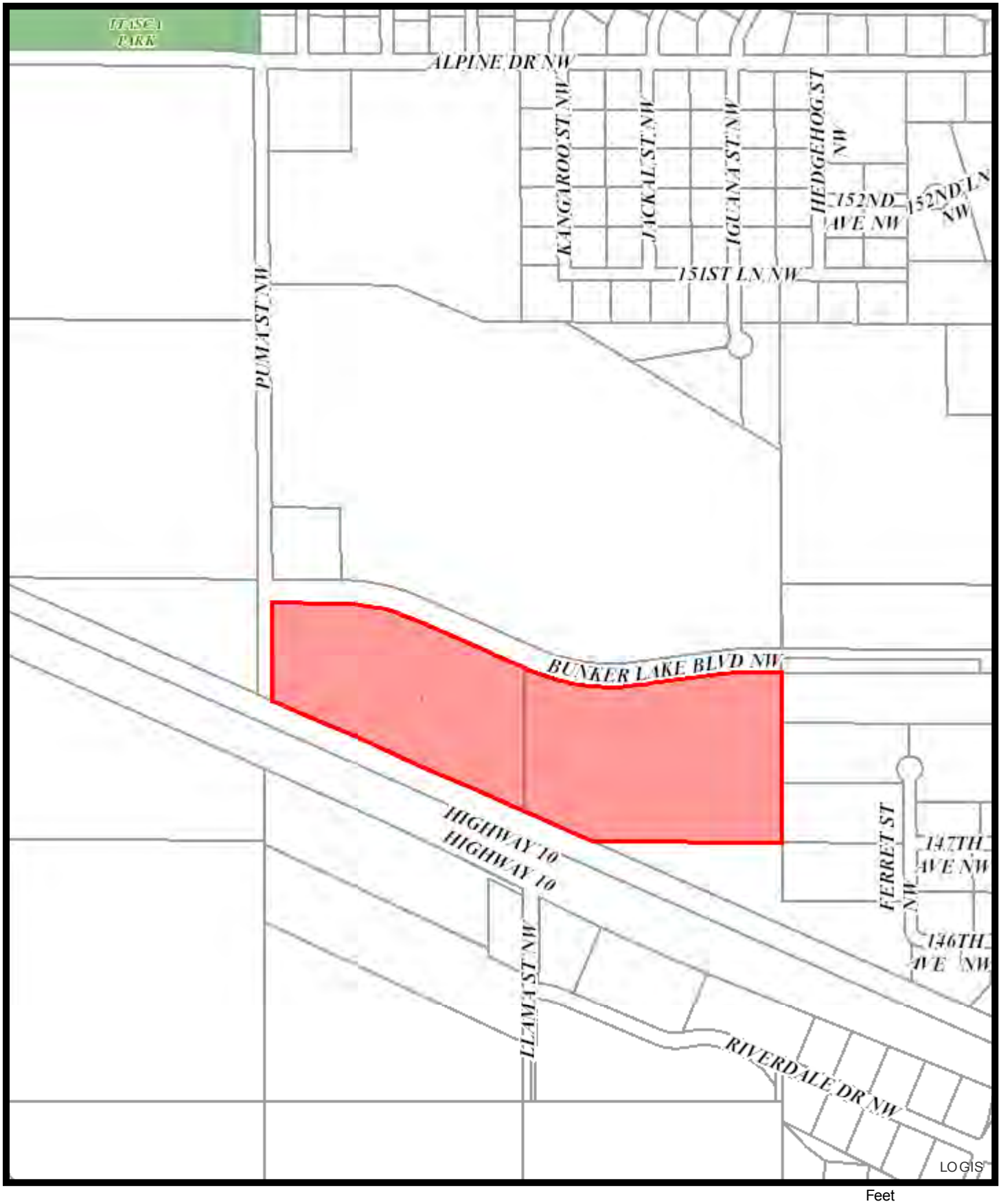
Site Location Map
Public Improvements Plan
8710 147th Ln NW Plan (Adrenaline)
8252 147th Ln NW Plans
Public Improvements Agreement (PSD, LLC)
Adrenaline Development Agreement (BLIP I, LLC)
Lot 1 Development Agreement (BLIP II, LLC)
REVISED Resolution #17-10-256

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	10/06/2017 03:18 PM
Form Started By: Tim Gladhill		Started On: 10/06/2017 07:43 AM
Final Approval Date: 10/06/2017		

Site Location Map

Bunker Lake Industrial Park



Print Date: May 31, 2017

PSD, LLC

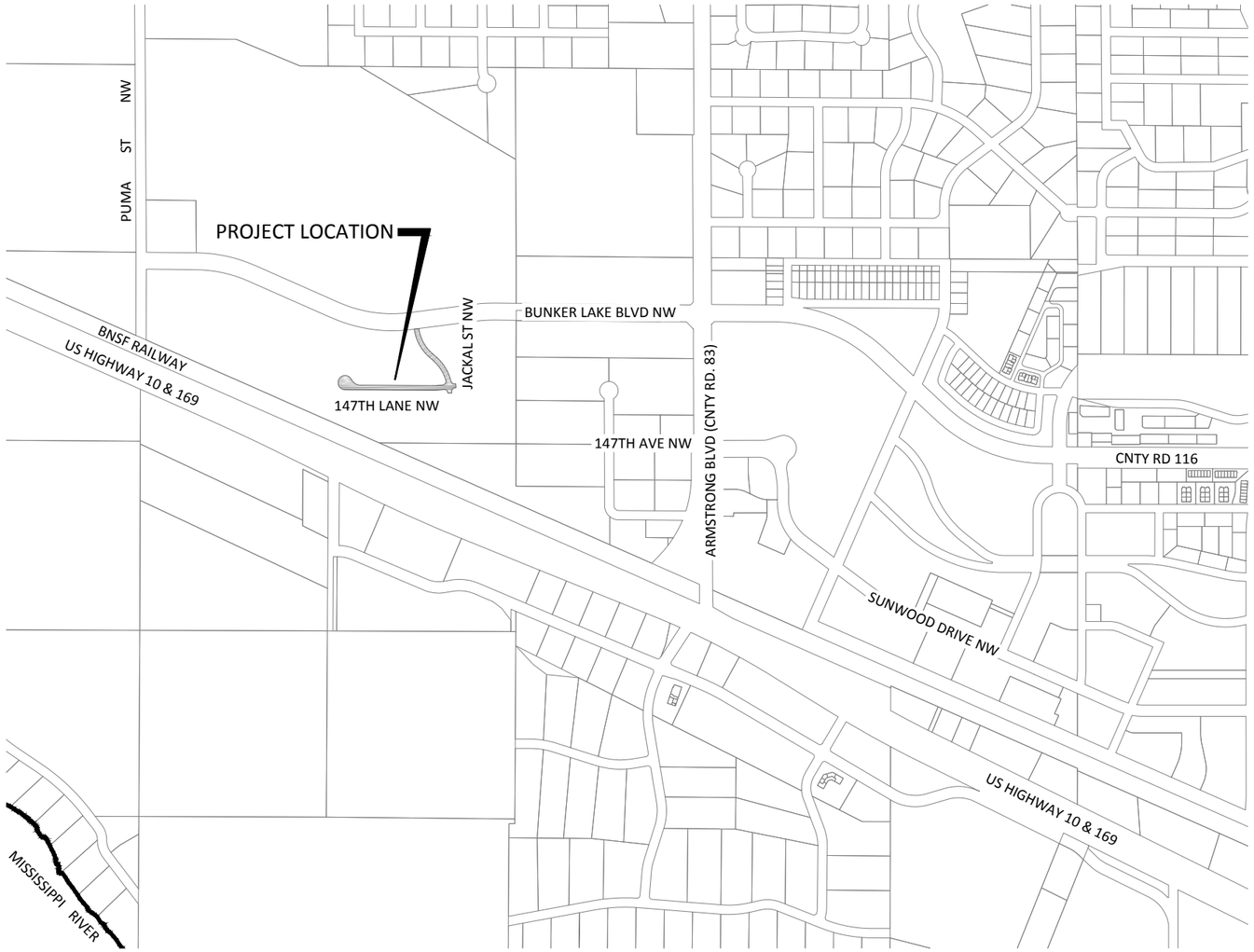
CIVIL CONSTRUCTION PLANS FOR

BUNKER LAKE INDUSTRIAL PARK - PUBLIC ROAD IMPROVEMENTS

RAMSEY, MINNESOTA

GRADING, SANITARY SEWER, WATERMAIN, STORM SEWER, AGGREGATE BASE,
CONCRETE CURB & GUTTER, & PAVEMENT SURFACING.

AUGUST, 2017



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SCALE FEET

MAP OF THE
CITY OF RAMSEY
ANOKA COUNTY, MN

SHEET INDEX

SHEET NO.	
	GENERAL
G0.01	TITLE
G0.02	LEGEND
G0.03	CONSTRUCTION NOTES
	EXISTING CONDITIONS & REMOVALS
C0.01 - C0.02	EXISTING CONDITIONS & REMOVALS
	TYPICAL SECTIONS & DETAILS
C1.01	TYPICAL SECTIONS
C1.02	STANDARD DETAIL PLATES (CITY)
C1.03 - C1.04	DETAILS
	EROSION CONTROL
C2.01 - C2.03	STORMWATER POLLUTION PREVENTION PLAN
C2.04	EROSION CONTROL DETAILS
C2.05 - C2.08	EROSION CONTROL PLAN
	SANITARY & WATER PLAN & PROFILE
C4.01	JACKAL: SANITARY SEWER & WATERMAIN PLAN
C4.02	147TH: SANITARY SEWER & WATERMAIN PLAN
	STREET & STORM PLAN & PROFILE
C5.01 - C5.02	JACKAL: STREET & STORM SEWER PLAN
C5.03 - C5.04	147TH: STREET & STORM SEWER PLAN
C5.05	STORM SEWER LEADS
	STREET SURFACING
C6.01	INTERSECTION DETAILS
C6.02	CONCRETE JOINTING PLAN
C6.03	CONCRETE JOINT DETAILS
	SIGN & PAVEMENT MARKING
C7.01	TRAFFIC CONTROL
C7.02	SIGN & PAVEMENT MARKING PLAN
	STREET LIGHTING
C8.01	STREET LIGHTING PLAN
	CROSS SECTIONS
C9.01 - C9.06	CROSS SECTIONS
	LANDSCAPE
L1.01	LANDSCAPE RESTORATION PLAN

THIS PLAN SET CONTAINS 35 SHEETS.

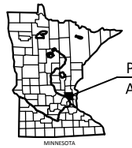
SCALES

PLAN 0' 20'

PROFILE 0' 20' HORIZ. / 0' 5' VERT.

INDEX MAP 0' 500'

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PROJECT LOCATION
ANOKA COUNTY, MN

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 612-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY 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."

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.

XXXXX REG. NO. 21814 DATE: 08/17/2017

PROJECT DATUM:
HORIZONTAL: Anoka County Coordinates (1996 Adjustment)
VERTICAL: NGVD 29

DESIGNED KFB
DRAWN KGA
CHECKED JDP

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

RECORD DRAWING INFORMATION
OBSERVER:
DATE:

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
TITLE SHEET

SHEET G0.01

EXISTING

- IRON PIPE MONUMENT SET
- MONUMENT FOUND
- CAST IRON MONUMENT FOUND
- STONE MONUMENT FOUND
- POST SET
- BENCH MARK
- AUTO SPRINKLER
- ANTENNA
- AIR CONDITIONER
- ANCHOR
- AIR PUMP
- APRON
- BASKETBALL HOOP
- BIRD FEEDER
- BENCH
- BRACE POLE
- CATCH BASIN
- CLOTHES LINE POLE
- CONTROL POINT
- CLEAN OUT
- COMMUNICATION PEDESTAL
- CURB STOP VALVE
- DITCH TOP
- DRINKING FOUNTAIN
- DOWN SPOUT
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC TRANSFORMER
- EXHAUST VENT
- FLAG POLE
- FILL PIPE
- GAS MANHOLE
- GAS REGULATOR
- GAS VALVE
- GAS METER
- ACCESS GRATE
- HANDICAPPED PARKING
- HAND HOLE
- HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT DECORATIVE
- LIGHT POLE
- MAILBOX
- METER
- POST
- MANHOLE
- LIFT STATION MANHOLE
- MONITORING WELL
- ORDER MICROPHONE
- PARK GRILL
- GAS PUMP
- POST INDICATOR VALVE
- PARKING METER
- SANITARY MANHOLE
- SATELLITE DISH
- SEMAPHORE TRAFFIC LIGHT
- SIGNAL BOX
- SIGNAL POLE - RR
- SOIL BORING
- SIREN
- SPRINKLER HEAD
- STORM MANHOLE
- TELEPHONE MANHOLE
- PUBLIC TELEPHONE
- TILE INLET
- TILE RISER
- TRAFFIC ARM BARRIER
- TRAFFIC SIGN
- TRANSMISSION TOWER
- UTILITY POLE
- VACUUM
- VENT PIPE
- DECIDUOUS TREE
- CONIFEROUS TREE
- STUMP
- BUSH
- WELL
- WATER MANHOLE
- WATER METER
- WATER SPIGOT
- WATER VALVE
- WETLAND / MARSH
- WETLAND - DELINEATED

PROPOSED

- ALIGNMENT/CENTERLINE (22+00)
- RIGHT-OF-WAY LINE
- TEMPORARY EASEMENT
- CONSTRUCTION LIMITS
- CURB & GUTTER
- CURB & GUTTER (OUT)
- BITUMINOUS EDGE
- CONCRETE EDGE
- GRAVEL EDGE
- SILT FENCE-PREASSEMBLED
- SILT FENCE-HEAVY DUTY
- EROSION PROTECTION AT INLET
- MANHOLE
- CATCH BASIN
- STORM INLET
- APRON
- STORM SEWER
- PERFORATED PIPE DRAIN
- STORM DRAIN TILE
- CULVERT W/APRON
- STORM MANHOLE NUMBER (1)
- SANITARY SEWER
- SANITARY FORCEMAIN
- SANITARY SEWER SERVICE
- SANITARY LIFT STATION
- SANITARY MANHOLE
- SANITARY MANHOLE NUMBER (A)
- WATERMAIN
- WATERMAIN SERVICE
- WATER SYSTEM MANHOLE
- HYDRANT
- HYDRANT W/ VALVE
- VALVE
- CURBSTOP
- BEND
- REDUCER
- CROSS
- TEE
- CAP
- SLEEVE
- SIGN
- LIGHT POLE
- GUARD RAIL
- SOIL BORING (B-?)
- WETLAND
- BUSH
- CONIFEROUS TREE
- DECIDUOUS TREE

- OVERHEAD ELECTRIC LINE (EO)
- UNDERGROUND ELECTRIC LINE (EU)
- GAS LINE (G)
- FIBER OPTIC LINE (FO)
- UNDERGROUND COMMUNICATIONS LINE (CU)
- OVERHEAD UTILITY LINE (OU)
- WATER SYSTEM
- STORM SEWER
- TILE LINE
- SANITARY SEWER
- SANITARY FORCEMAIN
- CULVERT
- INTERMEDIATE CONTOURS
- INDEX CONTOURS
- COUNTY LINE
- CITY LIMITS
- SIXTEENTH LINE
- QUARTER LINE
- SECTION LINE
- ADJACENT LINES
- EASEMENT LINE
- BUILDING SETBACK LINE
- FENCE LINE
- GUARD RAIL
- ACCESS CONTROL LINE
- CENTERLINE
- PROPERTY / LOT LINE
- ROAD RIGHT-OF-WAY LINE
- RAILROAD RIGHT-OF-WAY LINE
- GRAVEL EDGE
- BITUMINOUS EDGE
- CONCRETE EDGE
- CURB & GUTTER
- WATER EDGE
- WATER CENTERLINE
- HIGHWATER LINE
- WETLAND EDGE
- SWALE CENTERLINE
- RAILROAD TRACKS
- TREE DRIP LINE

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BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV	ISSUED FOR	DATE

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.

LIC. NO. 21814 DATE 08/17/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
LEGEND

SHEET G0.02



LEGEND

- MONUMENT FOUND
- BENCH MARK
- ANCHOR
- APRON
- CATCH BASIN
- CP — COMMUNICATION PEDESTAL
- ELECTRIC TRANSFORMER
- HYDRANT
- POST
- SANITARY MANHOLE
- TRAFFIC SIGN
- TREE
- UTILITY POLE
- WATER VALVE
- CU — UNDERGROUND COMMUNICATIONS LINE
- OU — OVERHEAD UTILITY LINE
- WATER SYSTEM
- STORM SEWER
- SANITARY SEWER
- INTERMEDIATE CONTOURS
- INDEX CONTOURS
- EASEMENT LINE
- FENCE LINE
- PROPERTY / LOT LINE
- ROAD RIGHT-OF-WAY LINE

CONSTRUCTION NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
2. ALL TREES ARE PLANNED FOR REMOVAL UNLESS DIRECTED BY THE ENGINEER TO PROTECT.
5. TOPSOIL SALVAGED AND STOCKPILED FOR REUSE ONSITE.
6. KEEP ALL STREETS SWEPT CLEAN OF TRACKED DIRT AND SAND.
7. RESTORE DISTURBED AREAS WITH MINIMUM OF 4 INCHES OF TOPSOIL, SEED, FERTILIZE AND MULCH OR BLANKET.
8. REMOVE SEDIMENT AND EROSION CONTROL MEASURES ONCE TURF IS ESTABLISHMENT IS ACCEPTED.

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BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV	ISSUED FOR	DATE

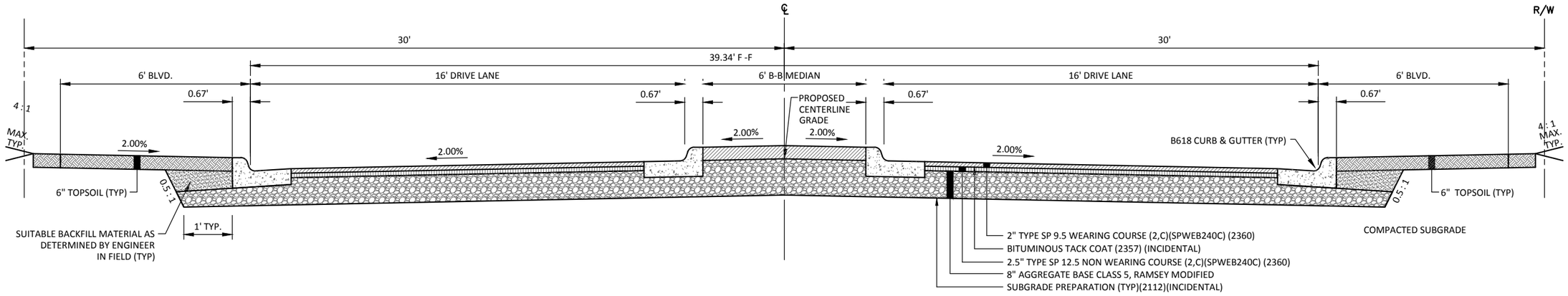
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

LIC. NO. 21814 DATE 08/17/2017

DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

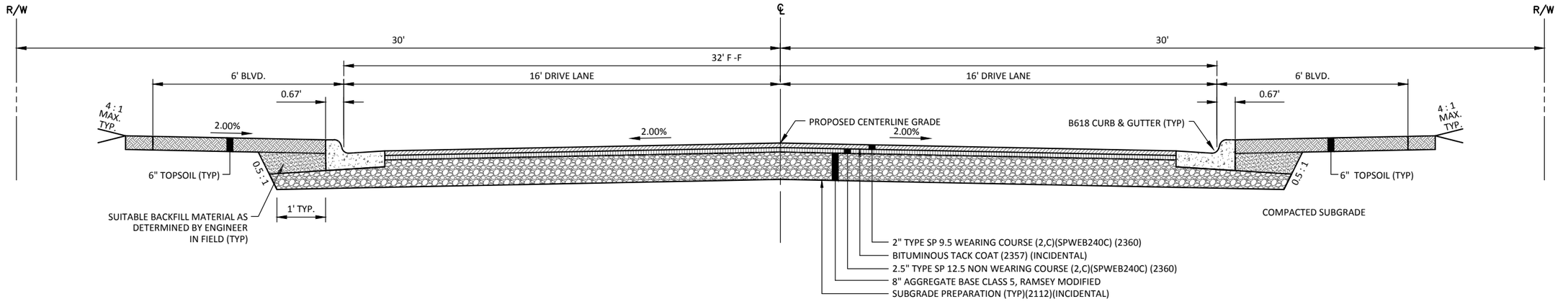
PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
EXISTING CONDITIONS & REMOVALS

SHEET C0.01



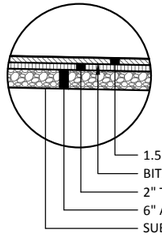
STREET TYPICAL SECTION WITH 6' MEDIAN (CITY)

NOT TO SCALE



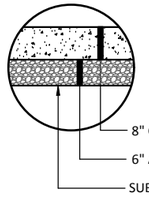
STREET TYPICAL SECTION (CITY)

NOT TO SCALE



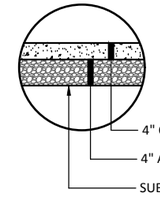
TEMPORARY BITUMINOUS ACCESS PAVEMENT

NOT TO SCALE



CONCRETE PAVEMENT AREAS (HEAVY DUTY)

NOT TO SCALE



4" CONCRETE WALK

NOT TO SCALE

NOTE: DETAILS NOT TO SCALE

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Phone: (763) 433-2851
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REV	ISSUED FOR	DATE

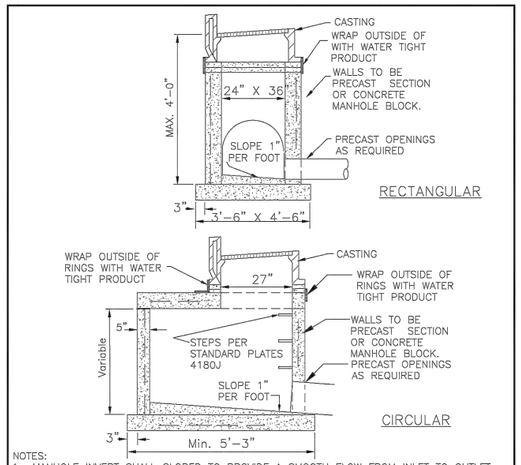
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LIC. NO. 21814 DATE 08/17/2017

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DRAWN KGA
CHECKED JDP

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TYPICAL SECTIONS

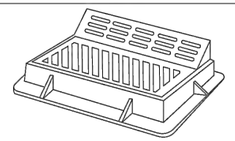
SHEET C1.01

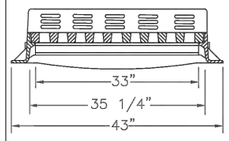


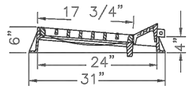
NOTES:
1. MANHOLE INVERT SHALL SLOPED TO PROVIDE A SMOOTH FLOW FROM INLET TO OUTLET
2. CONCRETE BASE SHALL BE 6" POURED IN PLACE OR 5" PRECAST SLAB.
3. CONCRETE ADJUSTING RINGS TO BE INSTALLED MAX.7–2" RINGS, MIN 2–2" RINGS
4. GROUT BETWEEN RINGS,SHIMS SHALL BE METAL, CONCRETE OR PLASTIC
5. INSPECTION OF MANHOLE REQUIRED BEFORE BACKFILLING
6. A 10 GAUGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL STORM LINES.
7. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE
8. STEPS ARE REQUIRED IF STRUCTURE FROM THE CASTING TO THE INVERT IS GREATER THAN 4 FEET
9. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS

APPROVED DATE 4–2007	City of RAMSEY	STANDARD DETAILS CATCH BASIN CITY PLATE No. STO–7

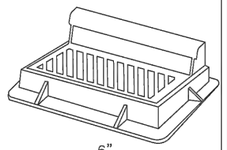
NOTE:
1. CATCH BASIN CASTING SHALL BE NEENAH R–3067 WITH GRATED BACK (BICYLE SAFE) OR APPROVED EQUAL.
2. FOR CATCH BASINS ADJACENT TO RADIUS, USE NEENAH R–3246R OR APPOVED EQUAL.

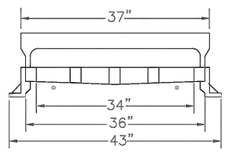


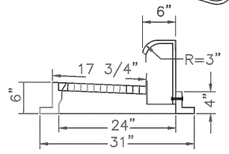




NOTE:
1. CATCH BASIN CASTING SHALL BE NEENAH R–3246R OR APPROVED EQUAL

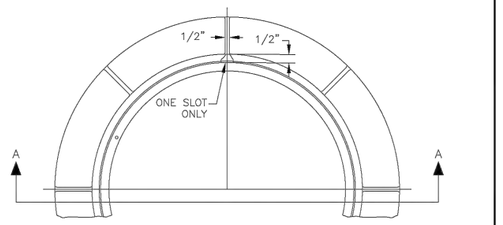




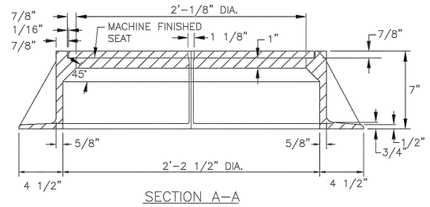


STANDARD CATCHBASIN CASTING

APPROVED: 6 – 2016	City of RAMSEY	STANDARD DETAILS: STORMWATER CASTING CITY PLATE No. STO–4

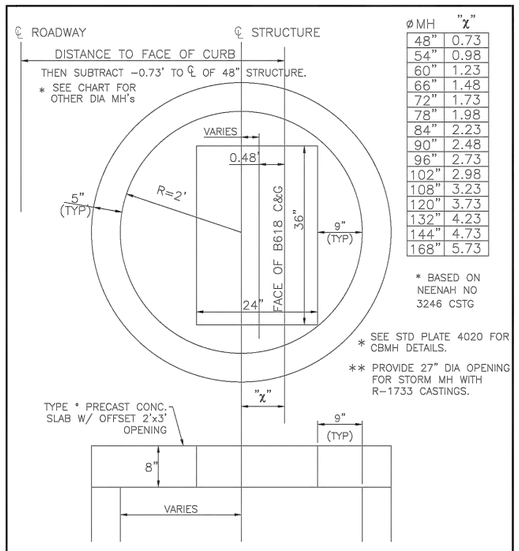


HALF TOP VIEW



SECTION A–A
7" CASTING

APPROVED DATE 7–93	City of RAMSEY	STANDARD DETAILS RING CASTING FOR NON–INLET STRUCTURE CITY PLATE No. STO–1



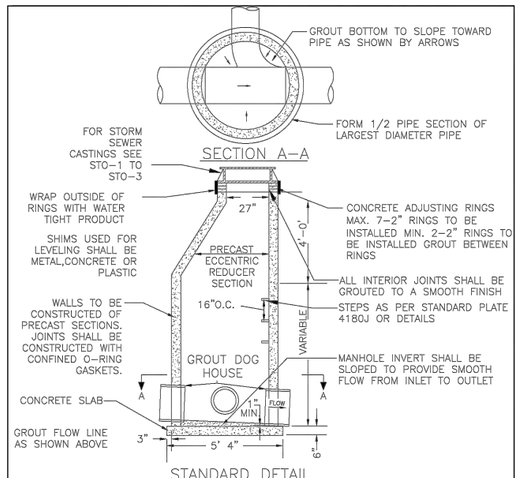
ØMH	"X"
48"	0.73
54"	0.98
60"	1.23
66"	1.48
72"	1.73
78"	1.98
84"	2.23
90"	2.48
96"	2.73
102"	2.98
108"	3.23
120"	3.73
132"	4.23
144"	4.73
168"	5.73

* BASED ON NEENAH NO 3246 CSTG

* SEE STD PLATE 4020 FOR CBMH DETAILS.

** PROVIDE 27" DIA OPENING FOR STORM MH WITH R–1733 CASTINGS.

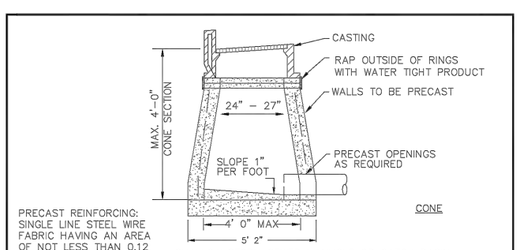
APPROVED DATE 4–2005	City of RAMSEY	STANDARD DETAILS SLAB TOP MANHOLE FOR CBMH CITY PLATE No. STO–5



STANDARD DETAIL

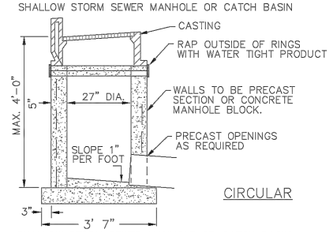
NOTES:
1. MANHOLE INVERT SHALL SLOPED TO PROVIDE A SMOOTH FLOW FROM INLET TO OUTLET
2. INSPECTION OF MANHOLE REQUIRED BEFORE BACKFILLING
3. ALL INLET INVERTS TO BE 0.10 ABOVE OUTLET INVERTS UNLESS OTHERWISE NOTED
4. A 10 GAUGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL STORM LINES.
5. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE
6. STEPS ARE REQUIRED IF STRUCTURE FROM THE CASTING TO THE INVERT IS GREATER THAN 4 FEET
7. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS

APPROVED DATE 1–2006	City of RAMSEY	STANDARD DETAILS STORM MANHOLE CATCH BASIN CITY PLATE No. STO–4



PRECAST REINFORCING: SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ INCH PER FOOT OF HEIGHT.

SHALLOW STORM SEWER MANHOLE OR CATCH BASIN



SHALLOW STORM SEWER MANHOLE OR CATCH BASIN

NOTES:
1. MANHOLE INVERT SHALL BE SLOPED TO PROVIDE A SMOOTH FLOW FROM INLET TO OUTLET.
2. CONCRETE BASE SHALL BE 6" POURED IN PLACE OR 5" PRECAST SLAB.
3. CONCRETE ADJUSTING RINGS TO BE INSTALLED MAX 7–2" RINGS, MIN 2–2" RINGS.
4. GROUT BETWEEN RINGS
5. SHIMS USED FOR LEVELING SHALL BE METAL OR CONCRETE.
6. A 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES.
7. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE
8. TRACER WIRED ARE TO END IN STRUCTURES, AT FINIHED GRADE ON ALL SERVICES AND STUBS.

APPROVED DATE 6–2008	City of RAMSEY	STANDARD DETAILS STORM AREA INLET CITY PLATE No. STO–6

NOTE: DETAILS NOT TO SCALE

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REV	ISSUED FOR	DATE

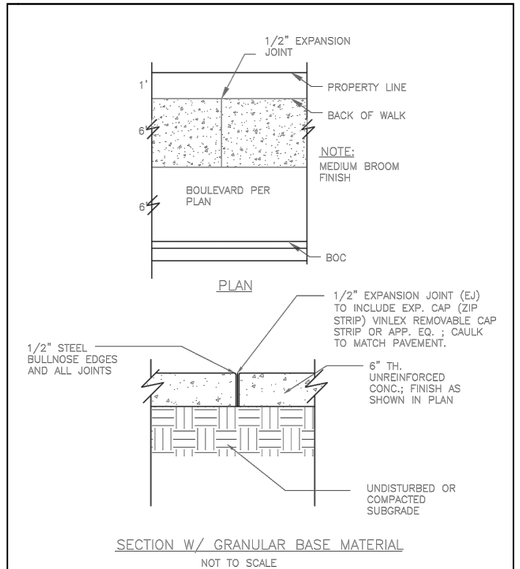
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LIC. NO. 21814 DATE 08/17/2017

DESIGNED	DRAWN	CHECKED
JDP	KGA	JDP

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BUNKER LAKE INDUSTRIAL PARK
DETAIL SHEET

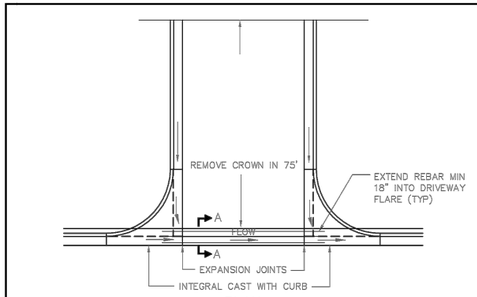
SHEET C1.02



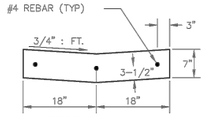
SECTION W/ GRANULAR BASE MATERIAL

NOT TO SCALE

APPROVED		STANDARD DETAILS CONCRETE SIDEWALK
DATE 7-2011		CITY PLATE No. STR-03



PLAN

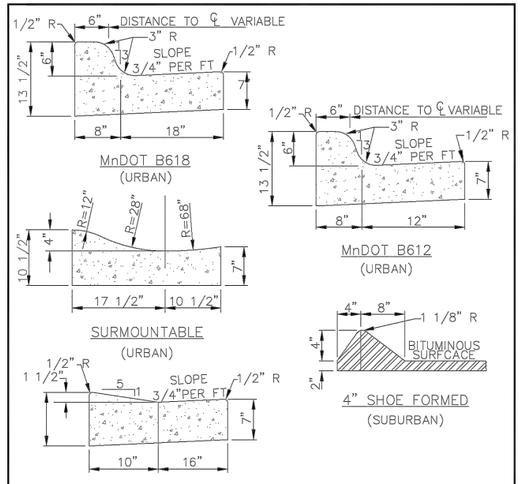


SECTION A-A

CONCRETE VALLEY GUTTER

NOTES:
1. WITH REMOVAL OF EXISTING CURB AT A STREET, MILL BITUMINOUS TO A DEPTH OF 1.5" ANS A WIDTH OF 18" IN EXISTING STREET.
2. TO BE USED WHENEVER CROSS DRAINAGE IS < 2%
3. IF EXISTING PAVEMENT IS CONCRETE, FULL DEPTH SAWCUT SHALL BE COMPLETED. A CONNECTION PLAN SHALL BE SUBMITTED (JOINTING PLAN AND AND USE OF DOWEL BARS) TO THE CITY FOR APPROVAL.

APPROVED DATE 4-2007		STANDARD DETAILS CROSS GUTTER
		CITY PLATE No. STR-2

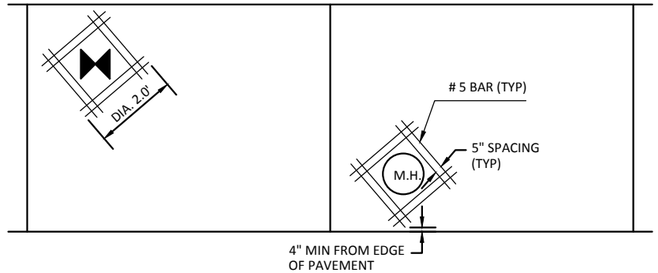


DRIVEWAY FOR B618

NOTES:

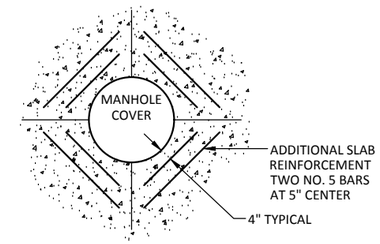
1. ON WEAR COURSE MILL THE EXISTING BITUMINOUS 1.5" BY 24" IN FRONT OF THE REPLACEMENT CURB.
2. ON BASE COURSE SAW CUT AND REMOVE EXISTING BITUMINOUS 18" IN FRONT OF THE REPLACEMENT CURB.

APPROVED DATE 04-12	City of RAMSEY	STANDARD DETAILS CURB AND GUTTER
		CITY PLATE No. STR-1



REINFORCING FOR CONCRETE PAVEMENT
(AROUND MANHOLES & GATE VALVE BOXES)

NOT TO SCALE



CONCRETE REINFORCEMENT AT MANHOLES

NOT TO SCALE

TABLE A
MODIFIED CLASS 5 SPECIFICATIONS

% PASSING

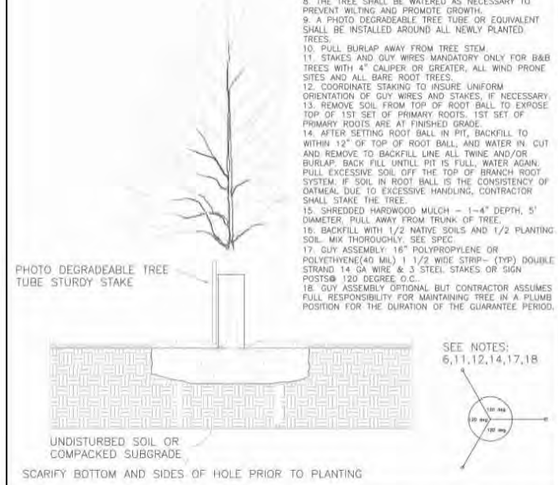
1"	100
3/4"	90 – 100
3/8"	50 – 80
No.4	35 – 70
No.10	20 – 60
No.40	10 – 35
No.200	5 – 10

NOTES:
1. THE AGGREGATE BASE CONSTRUCTION WILL BE ACCEPTED FOR PAYMENT IN ACCORDANCE WITH THE PROVISIONS IN TABLE A.
2. IF THE AGGREGATE BASE FAILS TO MEET THE REQUIREMENTS OF TABLE A THE MATERIAL CAN BE CORRECTED IN PLACE OR REMOVED AND REPLACED WITH MATERIAL THAT MEET THE REQUIREMENTS OF TABLE A.
3. IN THE EVENT THAT RECYCLED MATERIAL IS USE IT MUST MEET MNDOT REQUIREMENTS FOR RECYCLED BASE.

APPROVED: 2 – 2003	City of RAMSEY	STANDARD DETAILS: MODIFIED CLASS 5 SPECIFICATIONS
		CITY PLATE No. STR-26

THE PLANTING DEPTH OF EACH TREE WILL BE INSPECTED. ANY TREE PLANTED TOO DEEPLY OR WITH 1ST PRIMARY ROOTS BURIED WILL BE REJECTED.

1. ALL TREES TO BE PREMIUM QUALITY, NO "PARK GRADE" TREES ARE PERMITTED.
2. AFTER INSTALLATION, TRIM OUT DEADWOOD AND/OR DEFORMED TWIGS. DO NOT CUT LEADER.
3. AMENDED SOIL SHALL CONTAIN 5% ORGANIC MATTER BY VOLUME.
4. DIAMETER OF HOLE SHALL BE 1-2" LARGER THAN THE DIAMETER OF THE ROOTBALL OR ROOT MASS.
5. ORGANIC MATTER SHALL NOT BE BANKED AGAINST THE STEM OR TRUNK OF THE TREE.
6. TREE SHALL NOT BE STAKED UNLESS IT IS ABSOLUTELY NECESSARY TO DO SO.
7. ALL TAGS, BANDS, AND WIRES SHALL BE REMOVED FROM THE TREE IMMEDIATELY AFTER PLANTING.
8. THE TREE SHALL BE WATERED AS NECESSARY TO PREVENT WILTING AND PROMOTE GROWTH.
9. A PHOTO DEGRADEABLE TREE TUBE OR EQUIVALENT SHALL BE INSTALLED AROUND ALL NEWLY PLANTED TREES.
10. PULL BURLAP AWAY FROM TREE STEM.
11. STAKES AND GUY WIRES MANDATORY ONLY FOR B&B TREES WITH 4" CALIPER OR GREATER, ALL WIND PRONE SITES AND ALL BARE ROOT TREES.
12. COORDINATE STAKING TO INSURE UNIFORM ORIENTATION OF GUY WIRES AND STAKES, IF NECESSARY.
13. REMOVE SOIL FROM TOP OF ROOT BALL TO EXPOSE TOP OF 1ST SET OF PRIMARY ROOTS. 1ST SET OF PRIMARY ROOTS ARE AT FINISHED GRADE.
14. AFTER SETTING ROOT BALL IN PIT, BACKFILL TO WITHIN 12" OF TOP OF ROOT BALL, AND WATER IN. CUT AND REMOVE TO BACKFILL LINE ALL TWINE AND/OR BURLAP. BACK FILL UNTILL PIT IS FULL, WATER AGAIN. PULL EXCESSIVE SOIL OFF THE TOP OF BRANCH ROOT SYSTEM. IF SOIL IN ROOT BALL IS THE CONSISTENCY OF OATMEAL DUE TO EXCESSIVE HANDLING, CONTRACTOR SHALL STAKE THE TREE.
15. SHREDDED HARDWOOD MULCH – 1-4" DEPTH, 5' DIAMETER. PULL AWAY FROM TRUNK OF TREE.
16. BACKFILL WITH 1/2 NATIVE SOILS AND 1/2 PLANTING SOIL. MIX THOROUGHLY. SEE SPEC.
17. GUY ASSEMBLY: 16" POLYPROPYLENE OR POLYETHYENE(40 MIL) 1 1/2 WIDE STRIP– (TYP) DOUBLE STRAND 14 GA WIRE & 3 STEEL STAKES OR SIGN POSTS@ 120 DEGREE O.C.
18. GUY ASSEMBLY OPTIONAL BUT CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR MAINTAINING TREE IN A PLUMB POSITION FOR THE DURATION OF THE GUARANTEE PERIOD.



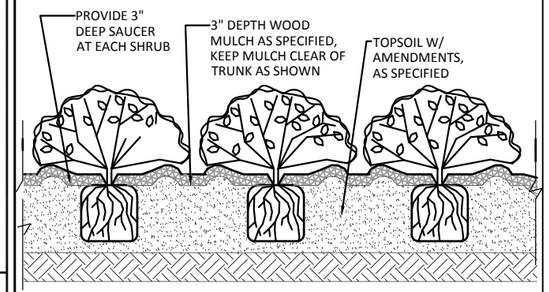
APPROVED: 5 – 1997	City of RAMSEY	STANDARD DETAILS: TREE PLANTING
		CITY PLATE No. PARK-2

MNDOT 2016 SPEC

MNDOT 2016 SPEC TABLE 3877-1 COMMON TOPSOIL BORROW		
REQUIREMENT	RANGE	TEST METHOD
MATERIAL PASSING THE 3/4 IN [19MM]	100%	ASTM D 422
MATERIAL PASSING NO. 4 [4.75MM]	>85%	–
CLAY	5% –35%	ASTM D 422
SILT	5% – 70%	ASTM D 422
SAND	10% – 75%	ASTM D 422
ORGANIC MATTER	3% – 15%	ASTM D 2974
pH	6.1–7.8	ASTM G 51

NOTE:
1. INSTALLATION OF 4" OF TOPSOIL MEETING MNDOT SPECIFICATION 3877A COMMON TOPSOIL BORROW, MAY BE REQUIRED ACROSS ALL DISTURBED AREAS.
2. A SOIL CERTIFICATION FROM A GEOTECHNICAL FIRM MUST BE PROVIDED VERIFYING THE TOPSOIL MEETS SPECIFICATION ALONG WITH LOAD TICKETS TO VERIFY THE SOURCE OF MATERIAL AND QUANTITY.
3. TOPSOIL MUST COME FROM A CITY APPROVED SOURCE.

APPROVED: 1 – 2016	City of RAMSEY	CITY PLATE No. ERO-6	STANDARD DETAILS: TOPSOIL REQUIREMENTS



SHRUB BED PLANTING DETAIL

NOT TO SCALE

NOTE: DETAILS NOT TO SCALE

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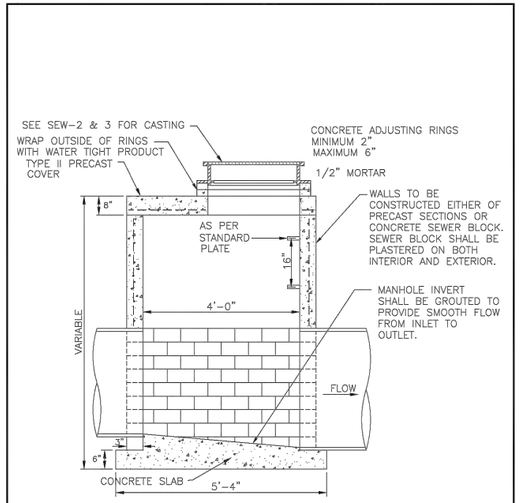
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LIC. NO. 21814 DATE 08/17/2017

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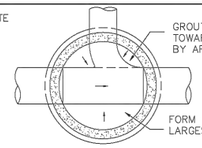
SHEET C1.03



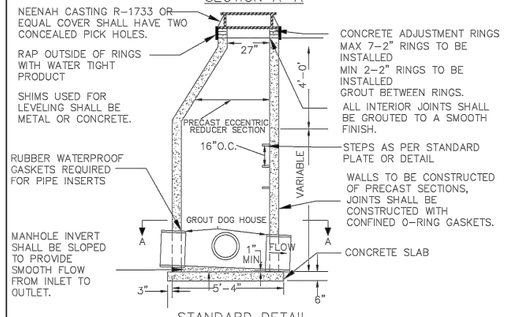
SLAB-TOP MANHOLE
N.T.S.

APPROVED DATE 9-2011	City of RAMSEY	STANDARD DETAILS STANDARD DETAILS SLAB-TOP MANHOLE CITY PLATE No. SEW-6

A 5 FT. GREEN CARSONITE MARKER SHALL BE INSTALLED NEXT TO ALL STRUCTURES NOT IN A PAVED SURFACE.



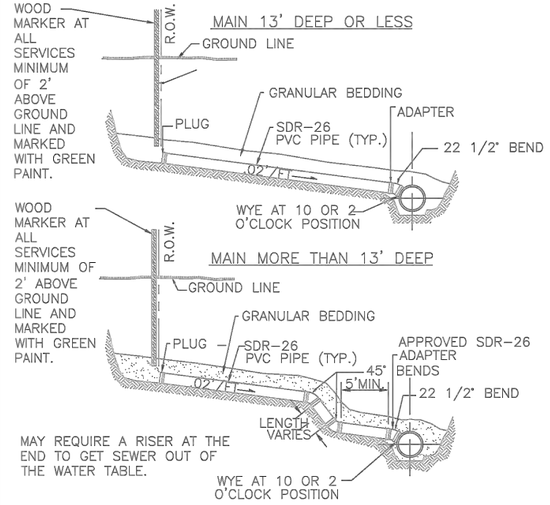
SECTION A-A



STANDARD DETAIL

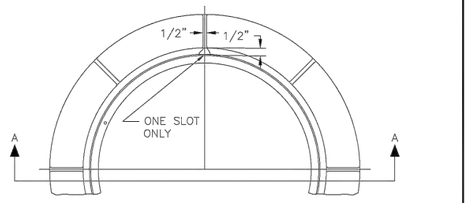
NOTES:
1. A 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES.
2. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE.
3. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS.
4. 6" BASE FOR ALL MANHOLES LESS THAN 14 FT. OF DEPTH, INCREASE BASE THICKNESS 2" PER 6 FT. OF DEPTH BEYOND 14 FT.
5. 5" PRECAST BASE MAY BE USED FOR MANHOLES LESS THAN 14 FT. DEEP.
6. ALL INVERTS TO BE 0.10' ABOVE OUTLET.

APPROVED DATE 1-2006	City of RAMSEY	STANDARD DETAILS MANHOLE CITY PLATE No. SEW-4

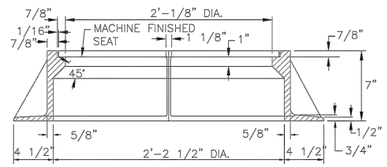


NOTES:
1. 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES
2. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE.
3. TRACER WIRE ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS.

APPROVED: 4 - 2016	City of RAMSEY	STANDARD DETAILS: SANITARY SEWER SERVICE CITY PLATE No. SEW-3



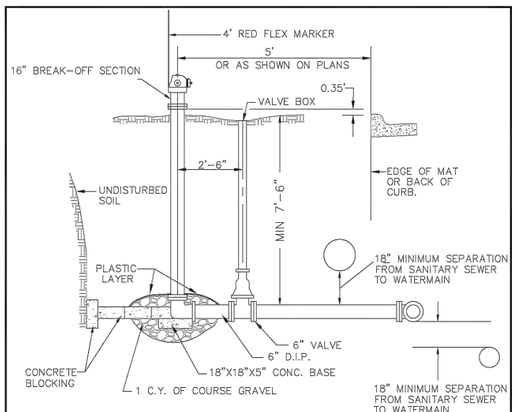
HALF TOP VIEW



SECTION A-A
7" CASTING

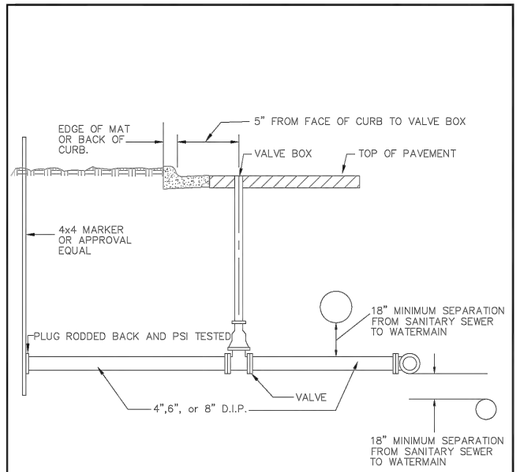
RING CASTING FOR
SANITARY SERVICE STRUCTURES

APPROVED DATE 9-2011	City of RAMSEY	STANDARD DETAILS STANDARD DETAILS Sanitary SEWER SERVICE CITY PLATE No. SEW-2



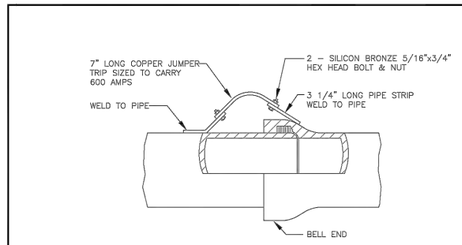
NOTES:
1. HYDRANTS TO BE ORDERED FOR 8'-0" BURY. IN AREAS OF EXTRA DEPTH ON THE WATERMAIN, HYDRANTS EXTENSIONS MAY BE REQUIRED.
2. HYDRANTS SHALL BE BLOCKED OR TIED TO THE TEE AT MAIN WITH 2-3/4" DIAMETER TIE RODS. ALL TIE RODS TO BE COAL TAR COATED AFTER INSTALLATION. RESTRAINED JOINT PIPE AND RETAINING 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



NOTES:
1.SHALL BE BLOCKED OR TIED TO THE 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.

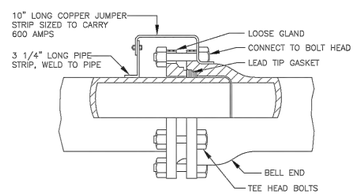
APPROVED DATE 2-2013	City of RAMSEY	STANDARD DETAILS COMMERCIAL SERVICE CITY PLATE No. WAT-6



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

NOTE: DETAILS NOT TO SCALE

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REV	ISSUED FOR	DATE

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LIC. NO. 21814 DATE 08/17/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
DETAIL SHEET

SHEET C1.04

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

BUNKER LAKE INDUSTRIAL PARK

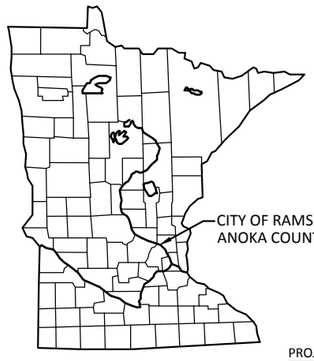
CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

ALAN MAXWELL, P.E.

UNIVERSITY OF MINNESOTA

JOSEPH PELAWA

Design of Construction SWPPP (May 31, 2020)

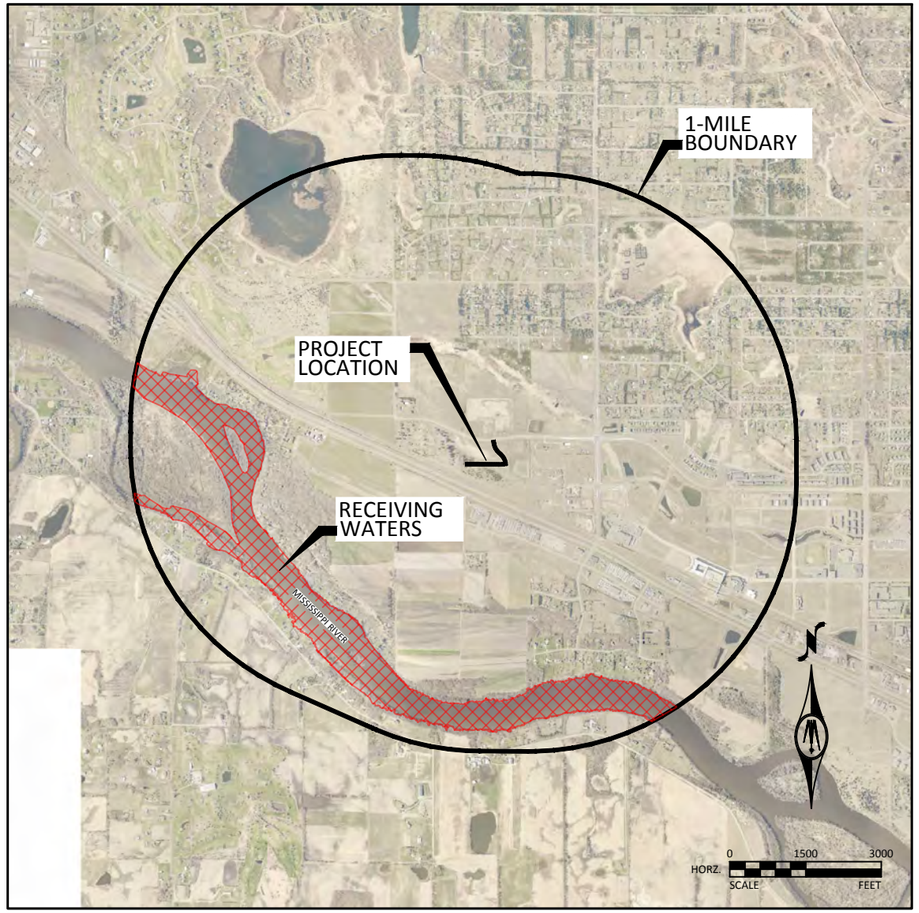


CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

LEGEND

PROJECT BOUNDARY

IMPAIRED, SPECIAL OR PROTECTED WATERS



PROJECT AREAS:

Total Project Size (disturbed area) =	45.2	ACRES
Existing area of impervious surface =	0.0	ACRES
Post construction area of impervious surface =	9.4	ACRES
Total new impervious surface area created =	9.4	ACRES

Planned Construction Start Date: 08/20/2017
Estimated Construction Completion Date: 08/31/2018

RESPONSIBLE PARTIES:
The Contractor and Owner must apply for coverage under the MPCA's General Storm Water Permit for Construction Activity as required by the National Pollutant Discharge Elimination System (NPDES) Phase II program. Coverage under the permit will begin automatically 7 calendar days after the electronic submittal date or after the postmarked date of a complete application. [Longer time frames apply to sites that disturb areas greater than 50 acres.]

The Contractor shall provide one or more trained Construction SWPPP Manager(s) knowledgeable and experienced in the application of erosion prevention and sediment control BMPs that will oversee the implementation of the SWPPP, and the installation, inspection and maintenance of the erosion prevention and sediment control BMPs. A Construction SWPPP Manager must be available for an on-site inspection within 72 hours upon request by the MPCA.

The Contractor shall provide one or more trained BMP Installer(s). The BMP Installer will perform and/or supervise the installation, maintenance and repair of BMPS. At least one individual on project must be trained in these job duties.

	COMPANY	CONTACT PERSON	PHONE
OWNER:	PSD	Matt Kuker	763-427-5955
SWPPP DESIGNER:	Bolton & Menk, Inc.	Alan Maxwell, P.E.	763-433-2851
CONTRACTOR:	TBD		
CONSTRUCTION SWPPP MANAGER:	TBD		
PARTY RESPONSIBLE FOR LONG TERM O&M:	PSD	Matt Kuker	763-427-5955

The SWPPP Designer and Construction SWPPP Manager must have appropriate training. Documentation showing training commensurate with the job duties and responsibilities is required to be included in the SWPPP prior to any work beginning on the site. Training documentation for the SWPPP Designer is included on this sheet. The Contractor shall attach training documentation to this SWPPP for the Construction SWPPP Manager prior to the start of construction. This information shall be kept up to date until the project NOT is filed.

ADDITIONAL COMPENSATION
Payment for all work associated with Erosion and Sediment Control shall be as described in the Project Manual. Unless otherwise authorized by the Owner no additional payment shall be made for any work required to administer and maintain the site erosion and sediment control in compliance with the Minnesota Pollution Control Agency (MPCA) - General Storm Water Permit for Construction Activity (MN R100001) including but not limited to inspection, maintenance, and removal of BMPs or addition of BMPs to accommodate Contractor phasing.

SPECIAL ENVIRONMENTAL CONSIDERATIONS:

1)	Was an environmental review required for this project or any part of a common plan of development or sale that includes all or any portion of this project?	NO
2)	Does any portion of the site have the potential to affect threatened or endangered species or their critical habitat?	NO
3)	Does any portion of this site discharge to a Calcareous fen.	NO
4)	Will any portion of the site potentially affect properties listed on the National Register of Historic Places or a known or discovered archeological site?	NO
5)	Have any Karst features have been identified in the project vicinity?	NO
6)	Is compliance with temporary or permanent stormwater management design requirements infeasible for this project?	NO
7)	Has the MN DNR promulgated "work in water restrictions" for any Public Water this site disharges to during fish spawning?	NO

GENERAL STORMWATER DISCHARGE REQUIREMENTS
All requirements listed in Part III of the Permit for the design of the permanent stormwater management system and discharge have been included in the preparation of this SWPPP. These include but are not limited to::

1. The expected amount, frequency, intensity, and duration of precipitation.
2. The nature of stormwater runoff and run-on at the site
3. Peak flow rates and stormwater volumes to minimize erosion at outlets and downstream channel and stream bank erosion.
4. The range of soil particle sizes expected to be present on the site.

PERMANENT STORMWATER MANAGEMENT SYSTEM:
Type of storm water management used if more than 1 acre of new impervious surface is created:

X	Wet Sedimentation Basin
X	Infiltration/Filtration
	Regional Pond
	Permanent Storm Water Management Not Required

PROJECT LOCATION:

COUNTY	TOWNSHIP	RANGE	SECTION	LATITUDE	LONGITUDE
ANOKA	T32N	R25W	S29	45.2335620	-93.4804244

BMP SUMMARY	QUANTITY	UNIT
SILT FENCE, TYPE MS	1200	LIN FT
STORM DRAIN INLET PROTECTION	12	EACH
SEDIMENT CONTROL LOG	40	LF
STABILIZED CONSTRUCTION EXIT	1	LUMP SUM
EROSION CONTROL BLANKETS CATEGORY 3	0	SQ YD

DESCRIPTION OF CONSTRUCTION ACTIVITIES AND STORMWATER MANAGEMENT:
Construction activities include: Tree removal, Site grading, Constructing sanitary sewer, Constructing watermain, Constructing storm sewer, Constructing concrete curb & gutter, Constructing bituminous roadway, Constructing bituminous parking lot, Constructing a wet sedimentation basin and drainage ditch, Temporary erosion and sediment control, and Permanent stabilization.

The Bunker Lake Industrial Park project will include constructing new underground utilities, roadways, curb & gutter, and parking lots to facilitate future buildings. The existing drainage gathers within the site in various areas. Some of the existing drainage gathers in ditches, either along Bunker Lake Boulevard to the north or along the BNSF railroad to the south. Drainage and storm water treatment will be gathered from the roadways and parking lots into curb & gutter and drain to catch basins. The catch basins will gather via storm sewer and outlet to a wet sedimentation basin in the southwest corner of the site. After being gathered in the wet sedimentation basin, water will be allowed to overflow into a culvert and drain to a newly constructed ditch. The new ditch will allow water to infiltrate and drain across the western and northern edge of the site, where it will ultimately drain to two existing 29" X 45" arch pipes that cross Bunker Lake Boulevard and empty north of the site.

DOCUMENT RETENTION
The following documentation will be retained for a period of not less than 3-years from the date of submittal of the NOT in compliance with Part III.E of the Permit.

1. The final SWPPP
2. Copies of all stormwater related permits required for the project
3. Records of all inspection and maintenance conducted during construction
4. Copies of all permanent operation and maintenance agreements; including all right-of-way, contracts, covenants and other binding requirements regarding perpetual maintenance, and
5. All required calculations for design of the temporary and permanent BMPs.

RECEIVING WATERS:
Receiving waters, including surface water, wetlands, Public Waters, and stormwater ponds, are identified on the USGS 7.5 min quad map within one mile of the project boundary. Receiving waters that are impaired, the impairment, and WLA are listed as follows. All specific BMPs relative to construction activities listed in this permit for special and impaired waters have been incorporated into this plan. All specific BMPs listed in approved TMDLs and those BMPs listed for construction related waste load allocations have also been incorporated.

NAME OF WATER BODY	TYPE (ditch, pond, wetland, lake, etc.)	Appendix A Special Water?	Flows to Impaired Water Within 1 Mile?	USEPA Approved TMDL?
MISSISSIPPI RIVER	RIVER	YES	YES, NOT FOR CONST	YES, NOT FOR CONST
Impairments: MERCURY				

IMPLEMENTATION SCHEDULE AND PHASING:

1) Submit SWPPP Updates to Engineer. Submittal shall include any requested changes to the SWPPP, including but not limited to: Trained Personnel, Locations for Stockpiles, Concrete Washout, Sanitation Facilities, Types and Locations of Erosion & Sediment Control. Failure to submit updates shall be considered acceptance of the SWPPP as designed with no changes.
2) Install perimeter sediment control, inlet protection, and construction exit.
3) Rough grade site.
4) Construct sedimentation basin and drainage ditch. Install sediment control to ensure sediment does not leave site via the newly constructed ditch.
5) Construct bituminous roadways, parking, and building areas.
6) Install inlet protection on newly constructed catch basins.
7) Stabilize site.
8) Add additional temporary BMPs as necessary during construction based on inspection reports.
9) Ensure final stabilization measures are complete.
10) Submit Notice of Termination (NOT) to MPCA within 30 days of final stabilization.

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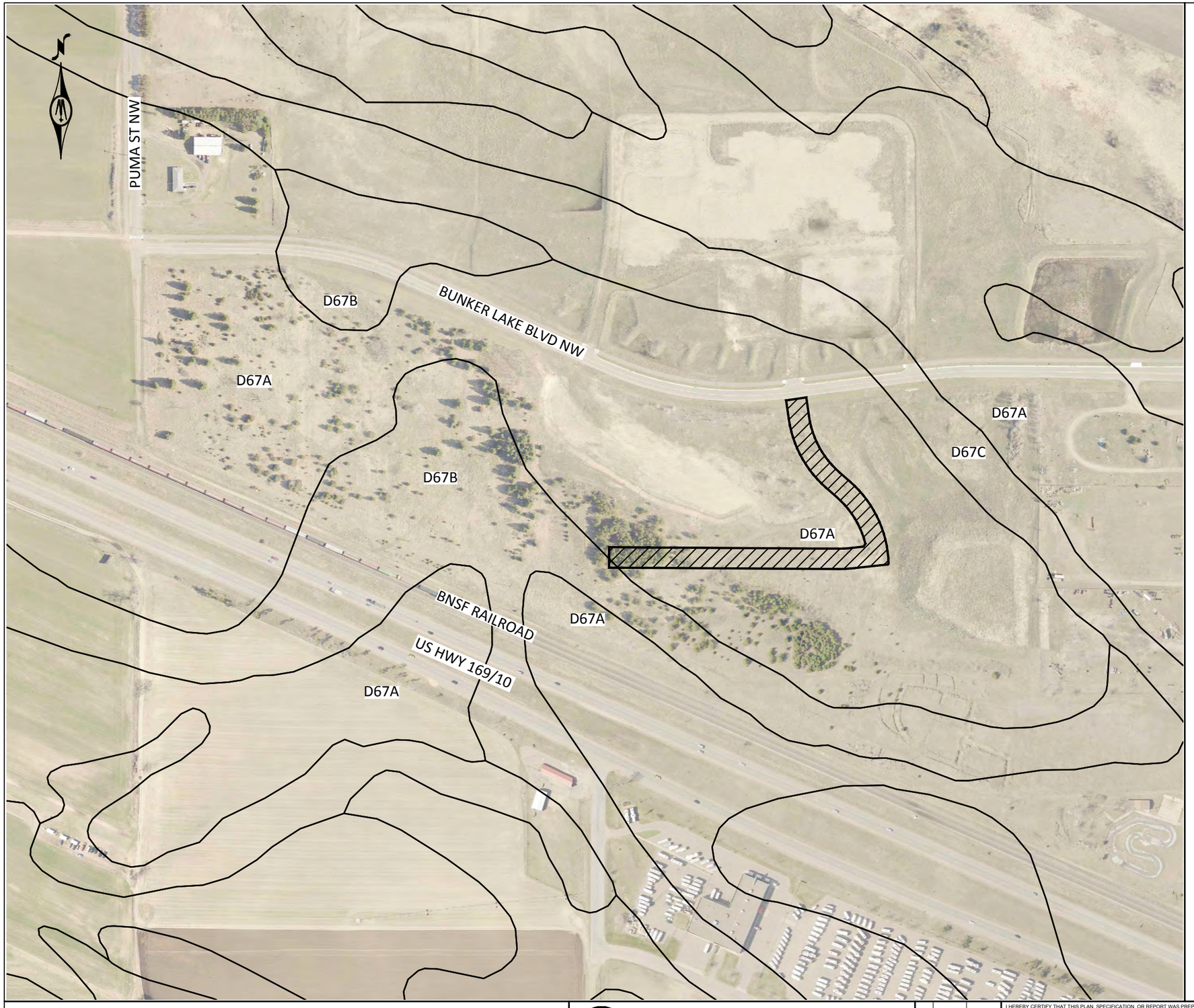
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LIC. NO. 42603 DATE 08/17/2017

DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
STORM WATER POLLUTION PROTECTION PLAN

SHEET
C2.01



LEGEND

PROJECT BOUNDARY

SOIL TYPE

SOIL TYPE SUMMARY

Map Unit Symbol	Soil Name	Hyd. Soil Group
MUSYM	MUNAME	HYDGRP
D67A	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 0 TO 2 PERCENT SLOPES	A
D67B	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 2 TO 6 PERCENT SLOPES	A
D67C	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 6 TO 12 PERCENT SLOPES	A

NHEL - Not Highly Erodible Land
PHEL - Potentially Highly Erodible Land
HEL - Highly Erodible Land

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LIC. NO. 42603 DATE 08/17/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
STORM WATER POLLUTION PROTECTION PLAN

SHEET C2.02

Information contained in this SWPPP narrative sheet summarizes requirements of the GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM PROGRAM - Permit No: MN RI0000I as they apply to this project. All provisions of the permit including those not specifically cited herein shall apply to this project. The Contractor is responsible to be familiar with and comply with all conditions of the permit. The full text of the permit is available at: http://www.pca.state.mn.us/index.php/water/water-types-and-programs/stormwater/construction-stormwater/mpca-to-re-issue-construction-stormwater-general-permit.html

SWPPP AMENDMENTS

Permittee must amend SWPPP as necessary to include additional requirements to correct problems identified or address the following situations.

1. There is a change in design, construction, operation, maintenance, weather or seasonal conditions.
2. Inspections or investigations by site owner or operators, USEPA or MPCA officials determine the SWPPP is not minimizing discharge of pollutants to surface waters or underground waters or discharges are causing water quality standard exceedances.
3. The SWPPP is not achieving the objectives of minimizing pollutants in stormwater discharges associated with construction activity, or the SWPPP is not consistent with the terms and conditions of the permit.
4. The MPCA determines that the project's stormwater discharges may cause, have reasonable potential to cause, or contribute to non-attainment of any applicable water quality standard, or the SWPPP does not incorporate the applicable requirements of the permit.

EROSION PREVENTION PRACTICES

The location of areas not to be disturbed must be delineated on the project before site work begins.

Disturbance on steep slopes (>33.3%) shall be minimized. Where required, techniques such as phasing and stabilizing practices designed for steep slopes shall be used.

All exposed soils must be stabilized as soon as possible, but in no case later than 7 days after the construction activity has temporarily or permanently ceased.

For public waters that have been promulgated "work in water restrictions" during fish spawning time frames, all exposed soil areas that are within 200 feet of the water's edge, and drain to these waters must complete stabilization within 24-hours during the time period.

Stormwater conveyance channels shall be routed around unstabilized areas. Erosion controls and velocity dissipation devices shall be used at outlets within and along the length of any constructed conveyance channel.

The normal wetted perimeter of all ditches or swales, including storm water management pond slopes, that drain waters from the site must be stabilized within 200' of any property edge or discharge point, including storm sewer inlets, within 24 hours of connection.

Stabilization of the remaining portions of any temporary or permanent ditches or swales within 7 calendar days after connecting to a surface water or property edge and construction in that portion of the ditch has temporary or permanently ceased.

Temporary or permanent ditches or swales used as sediment containment during construction do not need to be stabilized during temporary period of use and shall be stabilized within 24 hours after no longer used as sediment containment.

Mulch, hydromulch, tackifier, or similar practice shall not be used in any portion of a temporary or permanent drainage ditch. Refer to erosion and sediment control plan for temporary and permanent stabilization measures for ditches and swales.

Stormwater discharges shall be directed to vegetated areas where feasible. Velocity dissipation devices shall be used at discharge point.

Phased construction will be used to extent practical or as indicated in the plans to minimize exposed soils.

Rapid stabilization shall be of type and quantity indicated in the project specifications. Additional rapid stabilization may be necessary to minimize erosion throughout the duration of the project. Type and quantity shall be determined by the engineer or inspector prior to installation. In extreme cases, the contractor shall use any available rapid stabilization to immediately mitigate erosion, then further remedy the situation with approval by owner or engineer.

SEDIMENT CONTROL PRACTICES

Practices must be established on all down gradient perimeters and be located up gradient of any buffer zones. Perimeter controls must be in place before up gradient land- disturbing activities begin and shall remain in place until final stabilization.

All sediment controls practices shall be re-installed if they have been adjusted or removed to accommodate short-term activities and replaced immediately after the short term activity has ceased. Short term activities shall be performed as quickly as possible. Sediment control practices shall be re-installed even before the next precipitation event if the activity is not complete.

All storm drains must be protected by appropriate BMPs during construction until all sources to the inlet have been stabilized. Inlet protection may be removed for specific safety concerns identified by the Permittee or jurisdictional authority. The removal shall be documented in the SWPPP and retained on site. Temporary stockpiles must have silt fence or other effective sediment controls and shall not be placed in surface waters or natural buffers.

Vehicle tracking BMPs shall be installed to minimize track out of sediment from the construction site. Method shall be approved by engineer prior to commencement of construction activities. Street sweeping shall be used if vehicle tracking BMPs are not adequate to prevent sediment from being tracked onto the street.

Soil compaction shall be minimized and topsoil shall be preserved, unless infeasible or if construction activities dictate soil compaction or topsoil stripping.

A 50 foot natural buffer, or redundant BMPs (where a buffer is infeasible) must be maintained when a surface water is located within 50 feet of disturbance activities and site runoff flows to the surface water.

If polymers, flocculants, or other sedimentation treatment chemicals are used on site, 1) conventional erosion and sediment controls shall be sowed prior to chemical placement, 2) chemicals shall be chosen based on soil types, and expected turbidity, pH, and flow rate of stormwater flowing into the treatment system, and 3) chemicals shall be used with accepted engineering practices and dosing specifications.

TEMPORARY SEDIMENTATION BASINS

The temporary sedimentation basin shall be constructed and made operational prior to disturbance of 10 or more acres draining to a common location.

Temporary sedimentation basins are required prior to runoff leaving the construction site or entering surface waters when 10 or more acres of disturbed soils drain to a common location. The basin must provide 3,600 cubic feet of "storage below the outlet per acre drained. If hydraulic calculations are available, the temporary sedimentation basin must provide a storage volume equivalent to the 2-year, 24-hour storm, but in no case less than 1800 cubic feet per acre drained. The temporary sedimentation basin must be constructed and made operational concurrent with the start of soil disturbance up gradient of the pond. The temporary sedimentation basin shall be designed to prevent short circuiting. The outfall shall be designed to remove floatable debris, allow for complete drawdown of the pond for maintenance activities, and have energy dissipation. The emergency spillway shall be stabilized.

Temporary sedimentation basins shall be situated outside of surface waters and any required buffer zone, and must be designed to avoid draining wetlands, unless the impact is in compliance with the requirements of this permit.

Excessive sediment-laden water that is not properly filtered will not be permitted to discharge from site.

DEWATERING AND BASIN DRAINING

Turbid or sediment-laden waters related to dewatering or basin draining shall be discharged to a temporary or permanent sedimentation basin on the project site unless infeasible. The temporary or permanent basin may discharge to surface waters if the basin water has been visually checked to ensure adequate treatment has been obtained in the basin and that the nuisance conditions will not result from the discharge. Discharge points shall be adequately protected from erosion and proper velocity dissipation provided.

All water from dewatering or basin-draining activities must be discharged in a manner that does not cause nuisance conditions, erosion in the receiving channels or on down slope properties, or inundation in wetlands causing significant adverse impacts to the wetland.

If filters with backwash waters are used, the backwash water shall be hauled away for disposal, returned to the beginning of the treatment process, or incorporated into site in a manner that does not cause erosion. Backwash water may be discharged to sanitary sewer if permission is granted by the sanitary sewer authority.

POLLUTION PREVENTION

Building products that have the potential to leach pollutants must be under cover to prevent discharge or protected by an effective means designed to minimize contact with stormwater.

Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials must be under cover.

Hazardous materials and toxic waste must be properly stored in sealed containers to prevent spills, leaks or other discharge. Restricted access storage areas must be provided to prevent vandalism.

Solid waste must be stored, collected and disposed of in compliance with Minn. R. CH 7035.

Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. CH 7041.

Discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded shall be prevented using drip pans or absorbents. Supplies shall be available at all times to clean up discharged materials and that an appropriate disposal method must be available for recovered spilled materials.

Exterior vehicle or equipment washing on the project site shall be limited to a defined area of the site. Runoff from the washing area shall be contained in a sediment basin or other similarly effective controls and waste from the washing activity must be properly disposed of. No engine degreasing is allowed on site. Effective containment for all liquid and solid wastes generated by concrete and other washout operations related to construction activity shall be effectively contained. Liquid and solid washout waste shall not contact the ground, and containment must be designed so that it does not result in runoff from the washout operations or areas. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.

INFESTED WATERS:

MN DNR permits are not valid for work in waters that are designated as infested waters unless accompanied by an Infested Waters Permit or written notification has been obtained from MN DNR stating that such permit is not required. There is no exception for pre-existing permits. If a MN DNR Permit has been issued for the project and the water is later designated as infested, the Contractor shall halt all work covered by the MN DNR Permit until until such time as an Infested Waters Permit is obtained or that written notification is obtained stating that such permit is not required.

INSPECTION & MAINTENANCE

A trained person shall routinely inspect the entire construction site at least once every 7 days during active construction and within 24-hours after a rainfall event greater than 0.5 inches in 24 hours. Following an inspection that occurs within 24-hours after a rainfall event, the next inspection must be conducted within 7 days.

All inspections and maintenance conducted during construction must be recorded within 24 hours in writing and records must be retained with the SWPPP. Inspection report forms are available in the Project Specifications. Inspection report forms other than those provided shall be approved by the engineer.

Where parts of the project site have permanent cover, but work remains on other parts of the site, inspections may be reduced on these areas to once per month.

Where the site has permanent cover on all exposed areas and no construction activity is occurring anywhere on site, the site must be inspected during non-frozen conditions at least once per month for 12 months. Following the 12th month of permanent cover and no construction activity, inspections shall be terminated until construction activity resumes or notification from MPCA has been issued that erosion has been detected at the site.

During frozen ground conditions, inspections may be suspended and shall resume within 24 hours after runoff occurs or 24 hours prior to resuming construction activity, whichever is first.

Inspection and maintenance shall resume until another Permittee has obtained coverage under this Permit or the project has undergone Final Stabilization, and an NOT has been submitted.

All erosion prevention and sediment control BMPs shall be inspected to ensure integrity and effectiveness during all routine and post-rainfall inspections. All non-functioning BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access.

All perimeter control devices must be repaired, replaced, or supplemented when they become non-functional or the sediment reaches one-half (1/2) of the height of the device. These repairs must be made by the end of the next business day after discovery, or as soon as field conditions allow.

Temporary and permanent sediment basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches one-half (1/2) the storage volume. Drainage and sediment removal must be completed within 72 hours of discovery, or as soon as field conditions allow.

Surface waters, including drainage ditches and conveyance systems, must be inspected for erosion and sediment deposition during each inspection. All deltas and sediment deposited in drainage ways, catch basins, and other drainage systems shall be removed. The removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints. The Permittee is responsible for obtaining all applicable permits prior to conducting any work in surface waters.

Construction site vehicle exit locations must be inspected for evidence of off-site sediment tracking onto paved surfaces. Tracked sediment must be removed from all paved surfaces both on and off site within 24-hours of discovery, or if applicable, within a shorter time to comply with the permit.

Streets and other areas adjacent to the project must be inspected for evidence of off-site accumulations of sediment. If sediment is present, it must be removed in a manner and at a sufficient frequency to minimize off-site impacts.

All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and that equipment is not being driven across the infiltration area.

FINAL STABILIZATION

Final Stabilization is not complete until all of the following requirements have been met:

1. All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70% of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
2. Permanent stormwater management system is constructed, meets all requirements of the Permit, and is operating as designed. Temporary or permanent sedimentation basins that are to be used as permanent water quality management basins have been cleaned of any accumulated sediment. All sediment has been removed from conveyance systems, and ditches are stabilized with permanent cover.
3. All temporary synthetic and structural erosion prevention and sediment control BMPs have been removed. BMPs designed to decompose on site may be left in place.
4. For residential construction only, individual lots are considered finally stabilized if the structure(s) are finished, temporary erosion protection and down gradient perimeter control has been completed and the residence has been sold to the homeowner. Also, the "Homeowner Fact Sheet" has been provided to the homeowner

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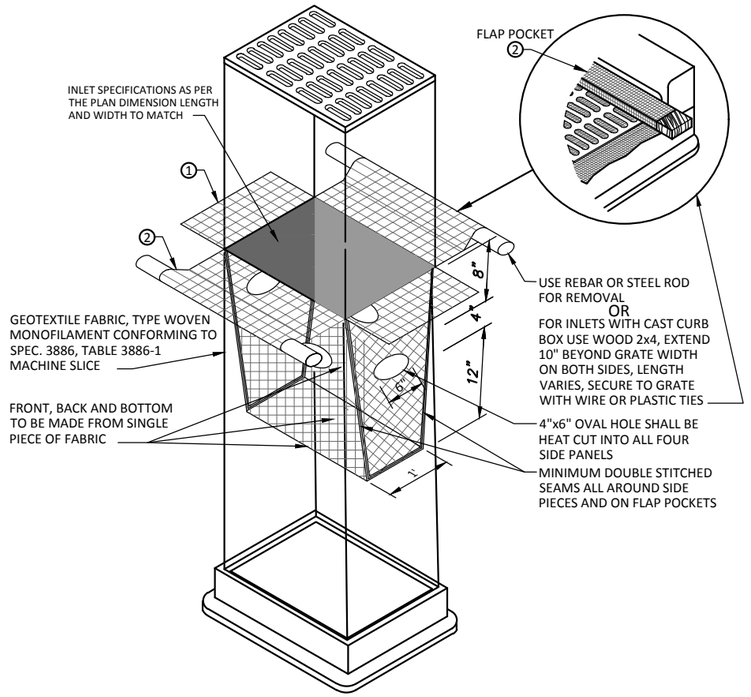
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LIC. NO. 42603 DATE 08/17/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
STORM WATER POLLUTION PROTECTION PLAN

SHEET C2.03



NOTES:
INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER. MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENTS EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL IN THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

① FINISHED SIZE, INCLUDING POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

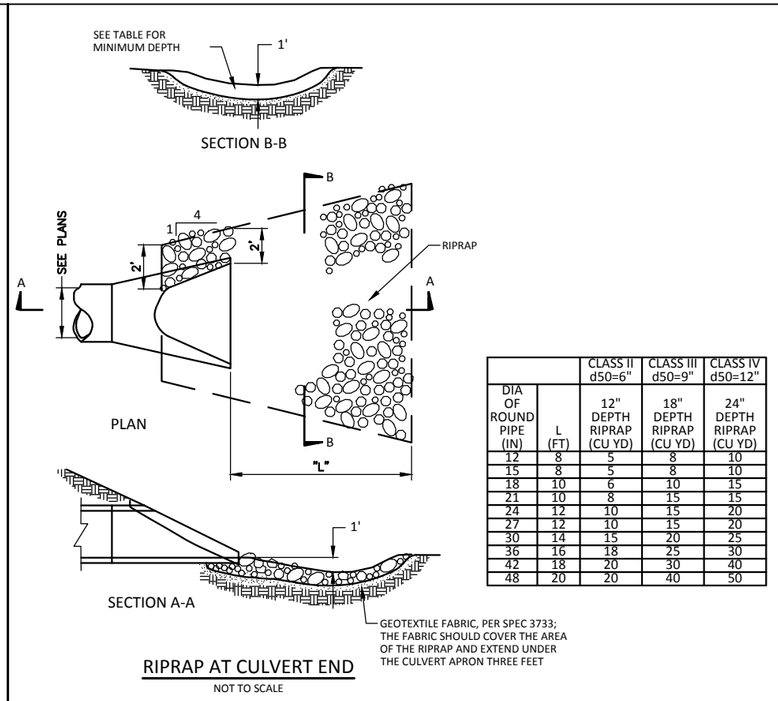
② FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2x4.

INSTALLATION NOTES:
DO NOT INSTALL PROTECTION IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

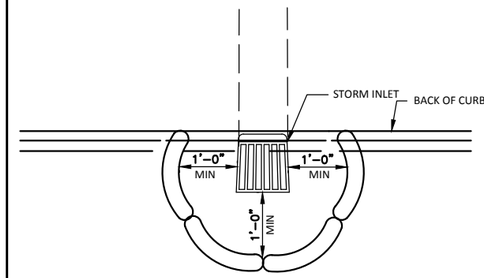
THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

INLET PROTECTION GEOTEXTILE BAG



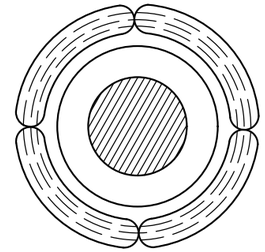
DIA OF ROUND PIPE (IN)	L (FT)	CLASS II d50=6" 12" DEPTH RIPRAP (CU YD)	CLASS III d50=9" 18" DEPTH RIPRAP (CU YD)	CLASS IV d50=12" 24" DEPTH RIPRAP (CU YD)
12	8	5	8	10
15	8	5	8	10
18	10	6	10	15
21	10	8	15	15
24	12	10	15	20
27	12	10	15	20
30	14	15	20	25
36	16	18	25	30
42	18	20	30	40
48	20	20	40	50

RIPRAP AT CULVERT END
NOT TO SCALE

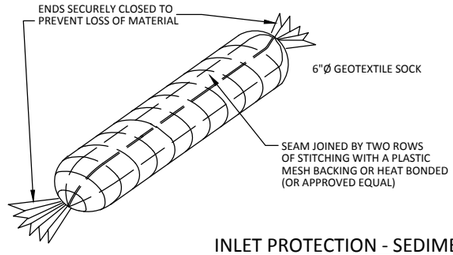


NOTE:
THIS INLET PROTECTION IS USED DURING ROUGH GRADING AND REMAIN UNTIL TURF ESTABLISHMENT

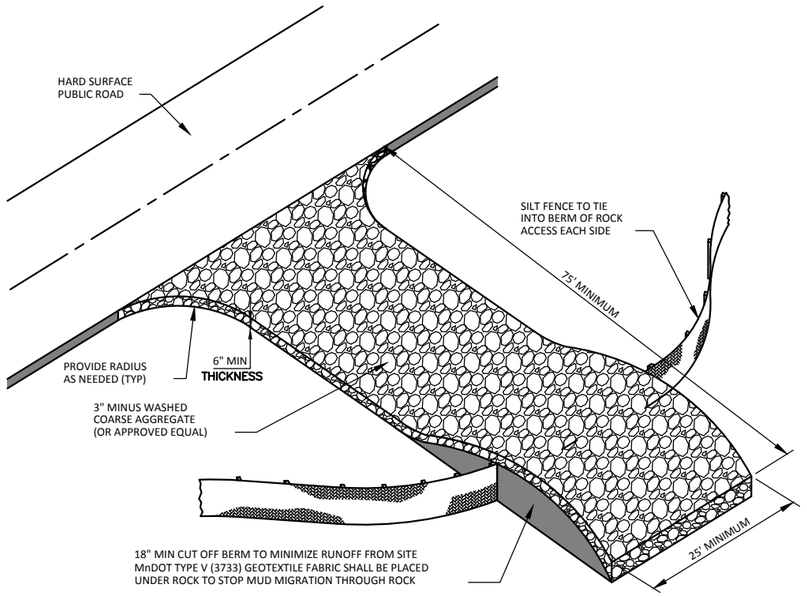
PAYMENT SHALL INCLUDE ALL MATERIALS, FILLING OF LOG, PLACEMENT, MAINTENANCE & REMOVAL; 80% OF BID PRICE SHALL BE PAID UPON PROPER PLACEMENT WITH THE FINAL 20% PAID UPON REMOVAL



INLET PROTECTION

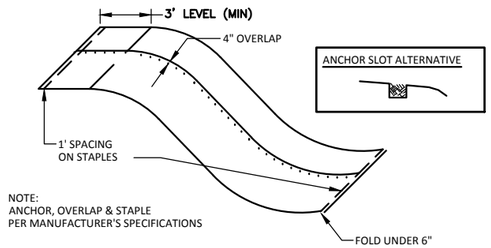


INLET PROTECTION - SEDIMENT CONTROL LOG
NOT TO SCALE

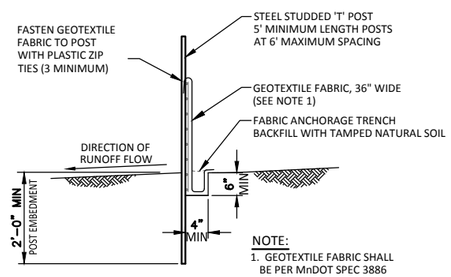


ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE

* ALTERNATIVE TRACK OUT DEVICES ALLOWED WITH ENGINEER REVIEW



EROSION CONTROL BLANKET INSTALLATION
NOT TO SCALE



NOTE:
1. GEOTEXTILE FABRIC SHALL BE PER MnDOT SPEC 3886

SILT FENCE - HEAVY DUTY
NOT TO SCALE

NOTE: DETAILS NOT TO SCALE

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LIC. NO. 21814 DATE 08/17/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
EROSION CONTROL DETAILS

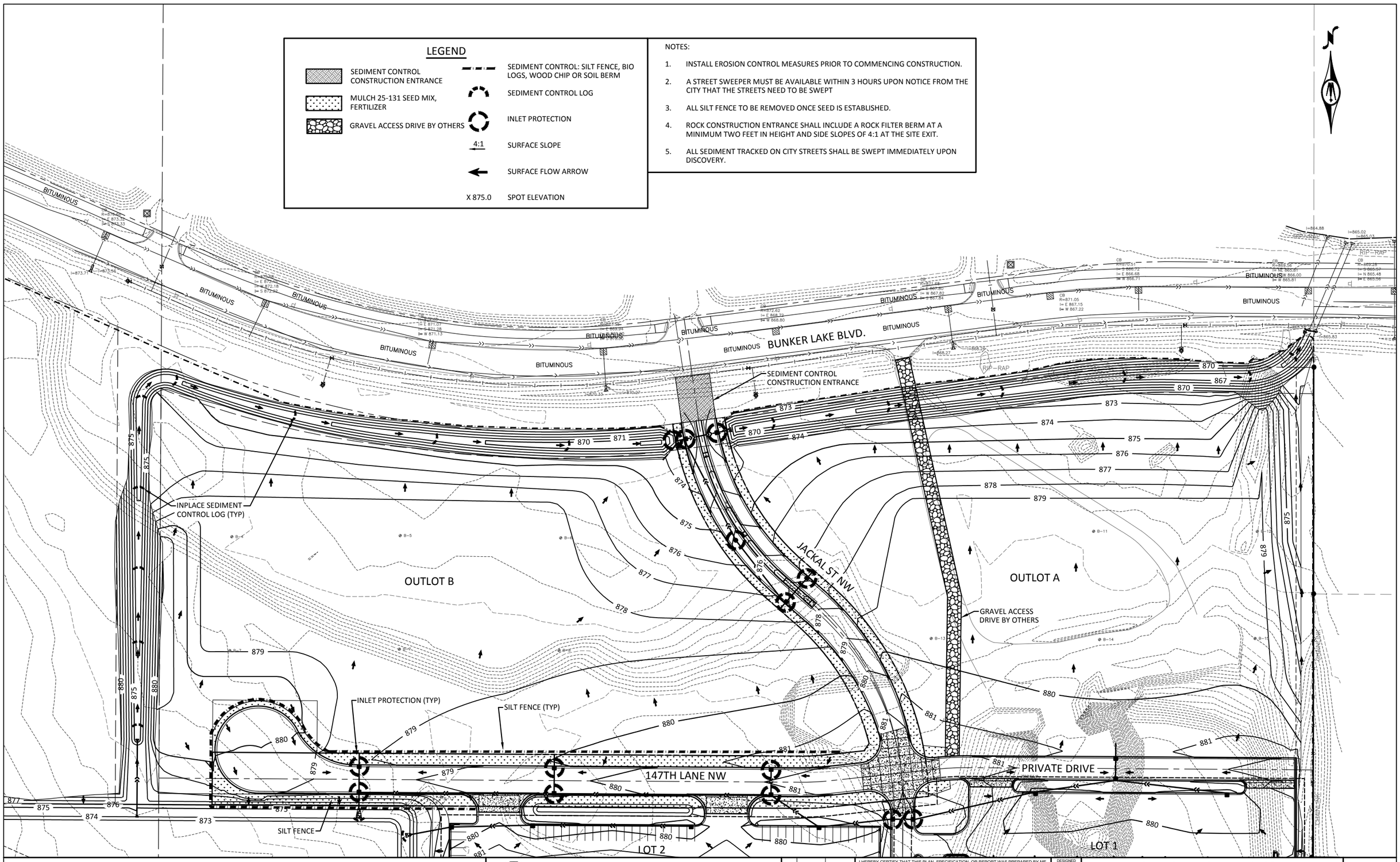
SHEET C2.04

LEGEND

- SEDIMENT CONTROL CONSTRUCTION ENTRANCE
- MULCH 25-131 SEED MIX, FERTILIZER
- GRAVEL ACCESS DRIVE BY OTHERS
- SEDIMENT CONTROL: SILT FENCE, BIO LOGS, WOOD CHIP OR SOIL BERM
- SEDIMENT CONTROL LOG
- INLET PROTECTION
- 4:1 SURFACE SLOPE
- SURFACE FLOW ARROW
- X 875.0 SPOT ELEVATION

NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
2. A STREET SWEEPER MUST BE AVAILABLE WITHIN 3 HOURS UPON NOTICE FROM THE CITY THAT THE STREETS NEED TO BE SWEPT
3. ALL SILT FENCE TO BE REMOVED ONCE SEED IS ESTABLISHED.
4. ROCK CONSTRUCTION ENTRANCE SHALL INCLUDE A ROCK FILTER BERM AT A MINIMUM TWO FEET IN HEIGHT AND SIDE SLOPES OF 4:1 AT THE SITE EXIT.
5. ALL SEDIMENT TRACKED ON CITY STREETS SHALL BE SWEPT IMMEDIATELY UPON DISCOVERY.



0 50 100
SCALE FEET

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DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
EROSION CONTROL PLAN

SHEET C2.05

BUNKER LAKE BLVD

BITUMINOUS

BEGIN ROAD CONSTRUCTION STA 40+56.22 MATCH EXISTING PAVEMENT EDGE

EX SMH

F&I: 1 EA CORE DRILL & GASKET SEAL. CONNECT TO EXISTING SANITARY SEWER MANHOLE

F&I: 1 EA 16" SLEEVE, 1 EA 16" X 12" TEE, 1 EA 12" GV & BOX, 1 EA 12" 11.5° BEND. CONNECT TO EXISTING WMN

F&I: 1 EA 6" PLUG

F&I: 1 EA 12" X 6" TEE, 1 EA 6" GV & BOX, 1 EA 6" 22.5° BEND, 1 EA 6" PLUG

F&I: 1 EA 12" 22.5° BEND

F&I: 1 EA 12" 22.5° BEND

F&I: 1 EA 12" X 6" TEE, 1 EA 6" GV & BOX, 1 EA 6" PLUG

F&I: 1 EA 6" PLUG

F&I: 1 EA 12" X 6" TEE, 1 EA 12" GV & BOX, 18 LF 6" WMN, 1 EA HYDRANT, G=881.66

F&I: 1 EA 12" GV & BOX, 1 EA 12" X 12" TEE, 1 EA 12" X 6" REDUCER, 1 EA 12" X 8" REDUCER

STA 45+00.00 MATCH LINE

SEE SHEET C4.02

SEE SHEET C4.04

SEE SHEET C4.03

SEE SHEET C4.02

PRIVATE DRIVE BY OTHERS

JACKAL ST NW

147TH LANE NW

CB 116, CB 117, CB 119, CB 120, CB 107, CB 108, CB 106

STMH 118

FES 4, FES 5

PC 41+19.57

PC 43+76.84

PT 19+29.36

PC 18+94.90

PT 17+71.14

PC 17+38.90

STA 44+00

STA 45+00

STA 46+33.83

18" STM, 15" STM, 30" STM

R=873.68, R=875.76, R=880.25, R25

LEGEND

- CONCRETE PAVEMENT
- ROADWAY PAVEMENT
- TEMPORARY ROADWAY PAVEMENT
- GRAVEL ACCESS DRIVE BY OTHERS
- INSULATION

VPI 40+55.16 ELEV 873.92
EX SMH
STA 40+59.84
R=873.96
I=862.75 8" S
I=861.78 18" W
I=862.30 12" N
I=861.69 18" E

VPI 41+49.08
ELEV 872.84
CURVE LEN=75.00'
E=0.32'

VPC 41+11.58 ELEV 873.27
LP 41+37.50 ELEV 873.12
VPT 41+86.58 ELEV 873.66

F STA: 41+60.17- 0.00'
R=873.68
BLDG. HT. 10.53'
I=863.25 (8") SE
I=863.15 (8") N

F STA: 42+61.97- 0.00'
R=875.76
BLDG. HT. 12.10'
I=863.76 (8") SE
I=863.66 (8") NW

VPI 45+20.00
ELEV 881.00
CURVE LEN=75.00'
E=0.11'

VPC 44+82.50 ELEV 880.17

D STA: 44+88.27- 0.00'
R=880.25
BLDG. HT. 15.59'
I=864.76 (8") S
I=864.66 (8") NW

VPT 45+57.50 ELEV 881.37
VPI 45+98.90 ELEV 881.79

C STA: 18+53.34- 11.39' R
R=881.85
BLDG. HT. 16.65'
I=865.30 (8") W
I=867.00 (8") E
I=865.20 (8") N

VPI 46+40.00 ELEV 882.20

EXISTING GROUND
PROPOSED CENTERLINE GRADE
7.5' MIN COVER
2.20%
1.16%
1.00%
1.00%

CONNECT TO EXISTING WATERMAIN AT STA 41+00. VERIFY INVERTS EAST & WEST.
12" WMN
12" WMN
12" WMN
12" WMN
6" WMN
101' 8" SAN @ 0.40%
101' 8" SAN @ 0.40%
225' 8" SAN @ 0.40%
121' 8" SAN @ 0.36%

STA 40+59 I = 865.45
STA 41+00 I = 864.88
STA 41+59 I = 864.35
STA 41+76 I = 864.64
STA 44+00 I = 871.73
STA 45+65 I = 872.80
STA 45+99 I = 872.11
STA 46+40 I = 872.41

CONNECT TO EXISTING SANITARY MANHOLE VERIFY INVERTS EAST, WEST AND NORTH
PROPOSED CENTERLINE GRADE
EXISTING GROUND

40+40	41+00	42+00	43+00	44+00	45+00	46+00	46+40
873.87 / 873.74	873.64 / 870.37	873.41 / 873.84	873.19 / 874.01	873.12 / 874.31	873.23 / 874.73	873.53 / 875.12	873.96 / 875.53
874.40 / 875.85	874.84 / 876.06	875.28 / 875.67	875.72 / 875.92	876.16 / 875.88	876.60 / 876.33	877.04 / 877.41	877.48 / 878.66
877.92 / 881.10	878.36 / 882.19	878.80 / 882.38	879.24 / 881.98	879.68 / 882.10	880.12 / 881.40	880.54 / 875.45	880.89 / 875.86
881.18 / 876.39	881.40 / 876.85	881.60 / 878.40	881.80 / 880.04	882.00 / 879.11	882.20 / 881.17		

HORZ. SCALE 0 20 40 FEET
VERT. SCALE 0 5 10 FEET

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LIC. NO. 21814 DATE 08/17/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
JACKAL ST. NW - UTILITY PLAN & PROFILE

SHEET C4.01

NOTE:
SANITARY SEWER AND WATERMAIN TO BE INSTALLED WITH CITY STREET CONSTRUCTION

SEE SHEET C4.04

GRAVEL ACCESS DRIVE BY OTHERS

PRIVATE DRIVE

PT 19+29.15

8" WMN

30" STM

LOT 1

LOT 1 IMPROVEMENTS BY OTHERS

F&I:
1 EA HYDRANT
1 EA 6" GV & BOX
2 EA 6" - 45° BENDS
GR EL. 883.5 (FG)

15" STM

EOP 50+15.00

F&I:
1 EA 12" GV & BOX
1 EA 12" X 12" TEE
1 EA 12" X 6" REDUCER
1 EA 12" X 8" REDUCER

PC 18+94.91

NOTE:
STORM SEWER FROM THIS POINT TO CB 109 TO BE INSTALLED WITH LOT 1 IMPROVEMENTS

CB 108

PT 46+33.83

SEE SHEET C4.01

6" WMN

47+00

48+00

49+00

50+00

50+15

PRIVATE DRIVE BY OTHERS

NOTE: WATERMAIN AND HYDRANT TO BE INSTALLED WITH CITY STREET CONSTRUCTION

CB 107

CB 124

NOTE:
STORM SEWER TO CB 108 WITH STUB TO BE INSTALLED WITH LOT 2 IMPROVEMENTS

LOT 2 IMPROVEMENTS BY OTHERS

8" SAN

45+00

JACKAL ST NW

30" STM

LOT 2

F&I:
2 EA 6" 22.5° BENDS

MAIN LH LINE
STA 45+00.00

12" WMN

00+81.18

147TH LANE NW

PT 17+71.14

CB 106

18" STM

SEE SHEET C4.04

LEGEND

- CONCRETE PAVEMENTPAVEMENT
- ROADWAY PAVEMENT
- GRAVEL ACCESS DRIVE BY OTHERS

VPI 45+20.00
ELEV 881.00
CURVE LEN=75.00'
E=0.11'

STA. 18+53.34 11.39' R
R=881.85
BLDG. HT. 16.65'
I=865.30 (8") W
I=867.00 (8") E
I=865.20 (8") N

VPI 48+52.38
ELEV 884.06
CURVE LEN=75.00'
E=0.13'

VPT 45+57.50
ELEV 881.37

VPI 45+98.90
ELEV 881.79

VPI 46+40.00
ELEV 882.20

VPC 48+14.88
ELEV 883.73

HP 48+61.31
ELEV 883.93

VPT 48+80.88
ELEV 883.86

VPI 49+82.15
ELEV 883.36

VPI 49+83.65
ELEV 883.27

VPI 49+84.32
ELEV 883.66

ELEV 886.73

EXISTING GROUND

PROPOSED CENTERLINE GRADE

1.00%

1.00%

0.88%

-0.54%

-5.00%

7.5' MIN COVER

12" WMN

6" WMN

6" WMN

STA 45+00
I = 871.90

STA 45+65
I = 872.80

STA 45+99
I = 872.11

STA 46+32
I = 872.44

STA 47+39
I = 875.03

121' 8" SAN @ 0.36%

PROPOSED CENTERLINE GRADE

EXISTING GROUND

900	895	890	885	880	875	870	865	860

880.54	880.89	881.18	881.40	881.60	881.80	882.00	882.20	882.38	882.55	882.73	882.90	883.08	883.25	883.43	883.60	883.77	883.89	883.93	883.90	883.80	883.69	883.59	883.48	883.37
875.45	875.86	876.39	876.85	878.40	880.04	879.11	881.17	882.77	884.00	884.95	885.08	885.20	885.39	885.57	885.43	885.19	885.23	885.37	885.58	888.74	886.66	886.57	886.49	886.35

45+00 46+00 47+00 48+00 49+00 50+00 51+00

HORZ. SCALE 0 20 40 FEET

VERT. SCALE 0 5 10 FEET

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LIC. NO. 21814 DATE 08/17/2017

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DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
JACKAL ST. NW - UTILITY PLAN & PROFILE

SHEET C4.02

LEGEND

CONCRETE PAVEMENT

ROADWAY PAVEMENT

RIP RAP

INSULATION

N

SEE SHEET C4.04

STA 16+00.00
MATCH LINE

BOP 10+00.00

F&I:
1 EA 12" X 6" REDUCER
1 EA 6" GV & BOX
5 LF 6" WMN
1 EA HYDRANT
G=879.9

F&I:
1 EA 8"PLUG

F&I:
1 EA 12" X 6" TEE
1 EA 6" GV & BOX
1 EA 6" PLUG
100 LF 6" WMN

F&I:
1 EA 12" X 6" TEE
1 EA 6" GV & BOX
1 EA 6" PLUG
6 LF 6" WMN

F&I:
1 EA 12" X 6" TEE
1 EA 6" GV & BOX
12 LF 6" WMN
1 EA HYDRANT
G=879.4

R50'

R75'

6" WMN

CB101

CB 100

CB 103

CB102

CB 113

CB 114

15" STM

24" STM

36" STM

12" WMN

8" SAN

6" SAN

12" STM

6" WMN

6" WAT

6" PLUG AT R/W

R20'

R5'

R10'

LP

HP

FES 1
STA. 12+30.00-34.70' RT
I = 873.50 (36") N

B–17

147TH LANE NW

POND 1

LOT 2 IMPROVEMENTS BY OTHERS

10+00 11+00 12+00 13+00 14+00 15+00 16+00

875 874 873 877 876

VPI 10+60.00
ELEV 880.11

STA. 10+73.10 0.00'
R=879.75
BLDG. HT. 11.23'
I=868.52 (8") E

VPC 11+80.96
ELEV 878.97

SUMP = 872.54

LP 12+30.01
ELEV 878.74

VPT 12+55.96
ELEV 878.80

VPI 12+18.46
ELEV 878.61
CURVE LEN=75.00'
E=0.14'

STA. 14+73.10 0.00'
R=879.84
BLDG. HT. 13.04'
I=866.92 (8") W
I=866.82 (8") E

EXISTING GROUND

PROPOSED CENTERLINE GRADE

-0.94%

0.50%

7.5' MIN COVER

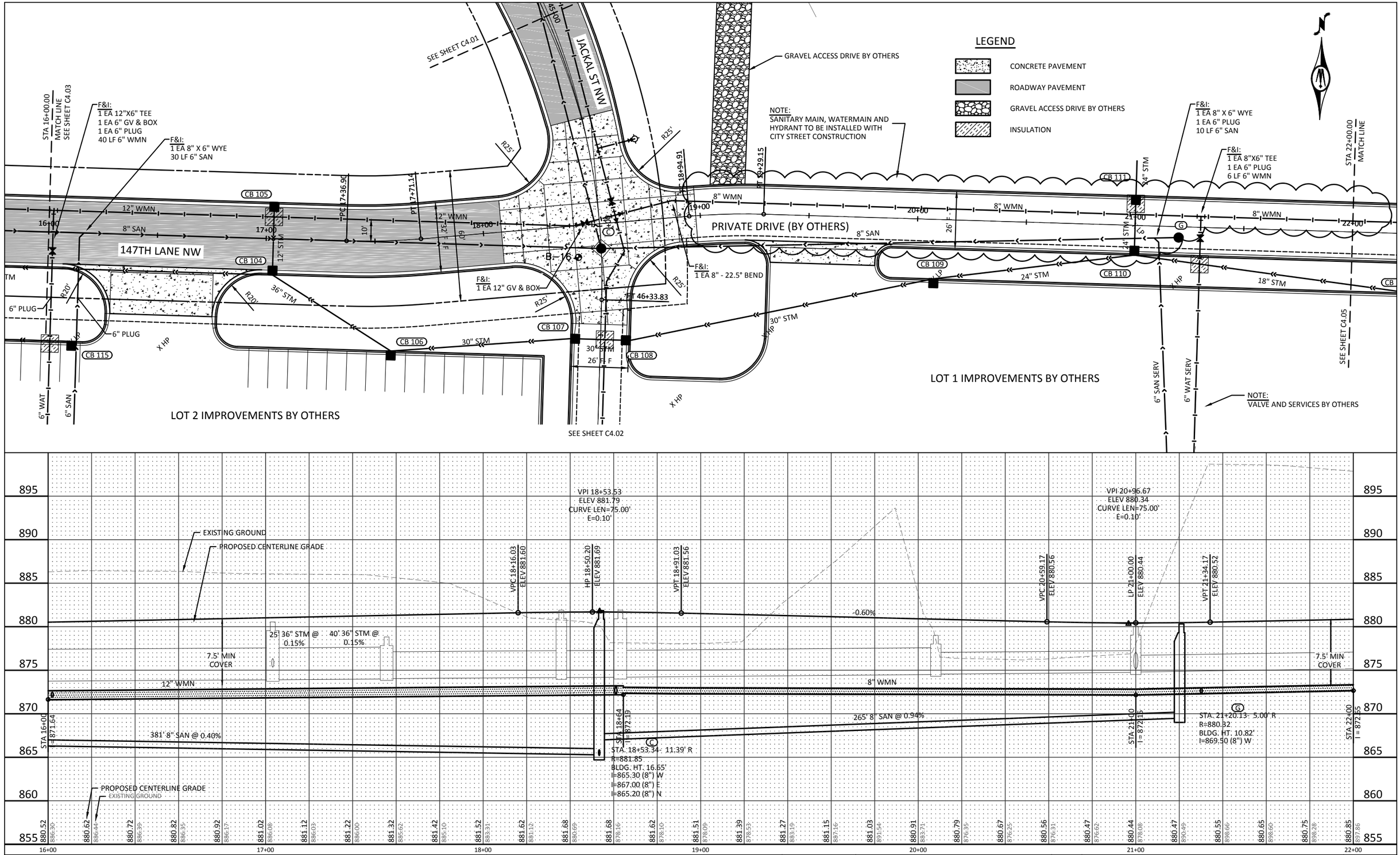
12" WMN

400' 8" SAN @ 0.40%

STA 10+63
I = 871.47

STA 12+30
I = 869.96

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LIC. NO. 21814 DATE 08/17/2017

DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
147TH LANE NW - UTILITY PLAN & PROFILE

SHEET C4.04

LEGEND

CONCRETE PAVEMENT

INSULATION

NOTE:
SANITARY MAIN, WATERMAIN AND HYDRANT TO BE INSTALLED WITH CITY STREET CONSTRUCTION

F&I:
1 EA HYDRANT
1 EA 6" GV & BOX
1EA 8" X 6" REDUCER
18 LF 6" WMN
GR EL. 881.3 (FG)

STA 22+00.00
MATCH LINE

EOP 23+27.00

SEE SHEET C4.04

CB 111 — 24" STM — 8" WMN — 8" WMN — 8" SAN — 24" STM — 10' — G — 12' F — PRIVATE DRIVE (BY OTHERS)

CB 109 — 24" STM — CB 110 — 18" STM — CB 112

LP — HP — LP — LP — LP

F&I:
1 EA 8" GV & BOX
1 EA 8" X 8" TEE
1 EA 8" X 6" REDUCER
1 EA 6" PLUG
6 LF 6" WMN

6" WMN

CHAINLINK

LOT 1 IMPROVEMENTS BY OTHERS

NOTE:
VALVE AND SERVICES BY OTHERS

VPI 20+96.67
ELEV 880.34
CURVE LEN=75.00'
E=0.10'
G
STA. 21+20.13- 5.00' R
R=880.32
BLDG. HT. 10.82'
I=869.50 (8") W

EXISTING GROUND

PROPOSED CENTERLINE GRADE

VPC 20+59.17 ELEV 880.56

LP 21+00.00 ELEV 880.44

VPT 21+34.17 ELEV 880.52

VPI 23+05.33 ELEV 881.38

VPI 23+05.50 ELEV 881.88

VPI 23+27.00 ELEV 882.70

0.50%

3.82%

7.5' MIN COVER

8" WMN

STA 24+00 I = 861.23

STA 21+00 I = 872.15

STA 22+97 I = 873.14

PROPOSED CENTERLINE GRADE

EXISTING GROUND

	20+00	21+00	22+00	23+00	24+00	25+00	26+00
EXISTING GROUND	880.91	880.79	880.67	880.56	880.47	880.44	880.47
PROPOSED CENTERLINE GRADE	876.71	876.35	876.25	876.31	876.62	876.08	890.49

EXISTING GROUND	880.55	880.65	880.75	880.85	880.95	881.05	881.15
PROPOSED CENTERLINE GRADE	898.66	898.60	898.28	897.86	897.49	897.09	893.24

EXISTING GROUND	881.25	881.35	882.43	
PROPOSED CENTERLINE GRADE	886.04	879.44	882.35	

HORZ. SCALE 0 20 40 FEET

VERT. SCALE 0 5 10 FEET

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PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
147TH LANE NW - UTILITY PLAN & PROFILE

SHEET C4.05

BUNKER LAKE BLVD
BITUMINOUS
BEGIN ROAD CONSTRUCTION STA 40+56.22 MATCH EXISTING PAVEMENT EDGE
BEGIN NEW ROAD CONSTRUCTION AT STATION: 41+20
SAN MH R=873.96 I= E 861.78 I= W 861.69 I= N 861.78
CB 116
CB 117
CB 120
CB 119
STMH 118
FES 4
FES 5
PC 41+19.57
41+00
44+00
45+00
18" STM
16" F-F
5' STM
60'
32'
10'
872.11
872.50
BULKHEAD
PC 43+76.84
ST 43+80.04
JACKAL ST NW
SEE SHEET C5.02
STA 45+00.00 MATCH LINE
GRAVEL ACCESS DRIVE BY OTHERS
SEE SHEET C5.04
PT 19+29.36
PRIVATE DRIVE BY OTHERS
PC 18+94.96
R25'
18+00
46+33.83
CB 108
CB 107
CB 106
30" STM
SEE SHEET C5.02
147TH LANE NW
PT 17+71.14
PC 17+38.90
SEE SHEET C5.03

LEGEND

- CONCRETE PAVEMENT
- ROADWAY PAVEMENT
- TEMPORARY ROADWAY PAVEMENT
- GRAVEL ACCESS DRIVE BY OTHERS
- INSULATION

VPI 40+55.16 ELEV 873.92
VPC 41+11.58 ELEV 873.27
LP 41+37.50 ELEV 873.12
VPI 41+49.08 ELEV 872.84 CURVE LEN=75.00' E=0.32'
VPT 41+86.58 ELEV 873.66
CB 117 STA. 41+37.60-20.34' R DESIGN 4020 - 48" R=872.57 BLDG HT. 3.90 I=868.67 (18") W I=868.77 (18") SE I=868.67 (18") E
STMH 118 STA. 42+61.97-11.67' R DESIGN 4020 - 48" R=875.04 BLDG HT. 5.98 I=869.16 (18") SE I=869.06 (18") NW
CB 119 STA. 43+50.00-20.34' R DESIGN 4020 - 48" R=876.70 BLDG HT. 5.41 I=871.39 (18") NE I=871.39 (15") SW I=871.29 (18") NW
EXISTING GROUND
PROPOSED CENTERLINE GRADE
VPC 44+82.50 ELEV 880.17
VPT 45+57.50 ELEV 881.37
VPI 45+98.90 ELEV 881.79
VPI 46+40.00 ELEV 882.20
1.16%
2.20%
1.00%
1.00%
130' 18" STM @ 0.22%
92' 18" STM @ 2.32%
7.5' MIN COVER
CONNECT TO EXISTING WATERMAIN AT STA. 41+00. VERIFY INVERTS EAST & WEST
CONNECT TO EXISTING SANITARY MANHOLE VERIFY INVERTS EAST, WEST AND NORTH
PROPOSED CENTERLINE GRADE
EXISTING GROUND
STA 40+67 I = 865.25
STA 41+00 I = 864.88
STA 41+59 I = 864.35
STA 41+76 I = 864.64
STA 44+88 I = 871.73
STA 45+65 I = 872.80
STA 45+99 I = 872.11
STA 46+40 I = 872.41

890 885 880 875 870 865 860 855 850

40+40 41+00 42+00 43+00 44+00 45+00 46+00 46+40

873.87 873.74 | 873.64 870.37 | 873.41 873.84 | 873.19 874.01 | 873.12 874.31 | 873.23 874.73 | 873.53 875.12 | 873.96 875.53 | 874.40 875.85 | 874.84 876.06 | 875.28 875.67 | 875.72 875.92 | 876.16 875.88 | 876.60 876.33 | 877.04 877.41 | 877.48 878.66 | 877.92 881.10 | 878.36 882.19 | 878.80 882.38 | 879.24 881.98 | 879.68 882.10 | 880.12 881.40 | 880.54 875.45 | 880.89 875.86 | 881.18 876.39 | 881.40 876.85 | 881.60 878.40 | 881.80 880.04 | 882.00 879.11 | 882.20 881.17

HORZ. SCALE 0 20 40 FEET
VERT. SCALE 0 5 10 FEET

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DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
JACKAL ST. NW - STREET- STORM PLAN & PROFILE

SHEET C5.01

SEE SHEET C5.04

GRAVEL ACCESS DRIVE BY OTHERS

PT 19+29.18

PRIVATE DRIVE (BY OTHERS)

8" WMN

30" STM

END ROAD SURFACE CONSTRUCTION AT STATION: 46+45.12

NOTE: STORM SEWER FROM THIS POINT TO CB 109 TO BE INSTALLED WITH LOT 1 IMPROVEMENTS

LOT 1 IMPROVEMENTS BY OTHERS

15" STM

PC 18+94.96

R25'

PT 46+33.83

TRANSITION FROM B618 CURB TO B612 CURB (TYP BOTH SIDES)

CB 108

46+00

47+00

6" WMN

48+00

49+00

50+00

50+15

EOP 50+15.00

26' F-F

PRIVATE DRIVE (BY OTHERS)

NOTE: STORM SEWER TO CB 108 WITH STUB TO BE INSTALLED WITH LOT 2 IMPROVEMENTS

CB 107

CB 124

45+00

JACKAL ST NW

LOT 2 IMPROVEMENTS BY OTHERS

MATCH LINE STA 45+00.00 SEE SHEET C5.01

12" WMN

147TH LANE NW

PT 17+71.14

CB 106

18" STM

SEE SHEET C5.04

LEGEND

- CONCRETE PAVEMENT
- ROADWAY PAVEMENT
- GRAVEL ACCESS DRIVE BY OTHERS

VPI 45+20.00
ELEV 881.00
CURVE LEN=75.00'
E=0.11'

VPI 48+52.38
ELEV 884.06
CURVE LEN=75.00'
E=0.13'

VPT 45+57.50
ELEV 881.37

VPI 45+98.90
ELEV 881.79

VPI 46+40.00
ELEV 882.20

CB 108
STA. 46+52.12-13.07' L
DESIGN 4020 - 60"
R=881.90
BLDG HT. 7.41
I=874.49 (30") E
I=874.49 (30") W

EXISTING GROUND

PROPOSED CENTERLINE GRADE

VPC 48+14.88
ELEV 883.73

HP 48+61.31
ELEV 883.93

VPT 48+80.88
ELEV 883.86

VPI 49+82.15
ELEV 883.36

VPI 49+83.65
ELEV 883.27

VPI 49+84.32
ELEV 883.66

ELEV 886.73

1.00%

1.00%

0.88%

-0.54%

-5.00%

7.5' MIN COVER

MAINTAIN 18" VERTICAL SEPARATION AT PIPE CROSSING

STA 45+00 I = 871.90

STA 45+65 I = 872.80

STA 45+99 I = 872.11

STA 46+52 I = 872.44

STA 47+39 I = 875.03

PROPOSED CENTERLINE GRADE

EXISTING GROUND

| | | |

LEGEND

CONCRETE PAVEMENT

ROADWAY PAVEMENT

RIP RAP

INSULATION

BOP 10+00.00

6" WAT

6" WMN

R50'

R75'

BULKHEAD

CB101

15" STM

CB 103

6" SAN

B618 CURB & GUTTER (TYP)

STA 16+00.00 MATCH LINE

SEE SHEET C5.04

10+00 11+00 12+00 13+00 14+00 15+00 16+00

147TH LANE NW

24" STM

60'

32' - F

10'

8" SAN

12" WMN

CB 100

36" STM

CB102

R20'

R10'

R3

END ROAD SURFACE CONSTRUCTION

12" STM

CB 113

CB 114

LP

HP

6" WMN

6" SAN

6" WAT

877 875 874 873

FES 1

STA. 12+30.00-34.70' R

I = 873.50 (36") N

FES 2

STA. 12+88.75-63.20' R

I = 874.54 (12") E

POND 1

LOT 2 IMPROVEMENTS BY OTHERS

VPI 12+18.46
ELEV 878.61
CURVE LEN=75.00'
E=0.14'

CB 100
STA. 12+80.00-16.57' R
DESIGN 4020 - 60"
R=878.25
BLDG HT. 6.74
I=873.52 (36") E
I=874.64 (24") N
I=873.52 (36") S
SUMP = 872.54

CB102
STA. 14+54.15-16.67' R
DESIGN 4020 - 60"
R=879.31
BLDG HT. 5.45
I=873.86 (36") E
I=874.93 (15") N
I=873.86 (36") W

VPI 10+60.00
ELEV 880.11

VPC 11+80.96
ELEV 878.97

LP 12+30.01
ELEV 878.74

VPT 12+55.96
ELEV 878.80

EXISTING GROUND

PROPOSED CENTERLINE GRADE

0.94%

0.50%

224' 36" STM @ 0.15%

249' 36" STM @ 0.15%

7.5' MIN COVER

7.5' MIN COVER

STA 10+63
I = 871.47

STA 12+30
I = 869.96

890 885 880 875 870 865 860 855 850

879.79 879.59 879.82 880.11 880.11 879.92 880.41 879.73 880.73 879.54 881.06 879.35 881.53 879.17 881.87 878.98 882.28 878.82 882.58 878.75 882.75 878.75 883.08 878.82 883.67 878.92 884.21 879.02 884.42 879.12 884.75 879.22 884.94 879.32 884.71 879.42 884.38 879.52 884.01 879.62 884.15 879.72 884.15 879.82 884.38 879.92 884.71 880.02 884.92 880.12 885.24 880.22 885.60 880.32 885.99 880.42 886.15 880.52 886.30

10+00 11+00 12+00 13+00 14+00 15+00 16+00

HORZ. 0 20 40 SCALE FEET

VERT. 0 5 10 SCALE FEET

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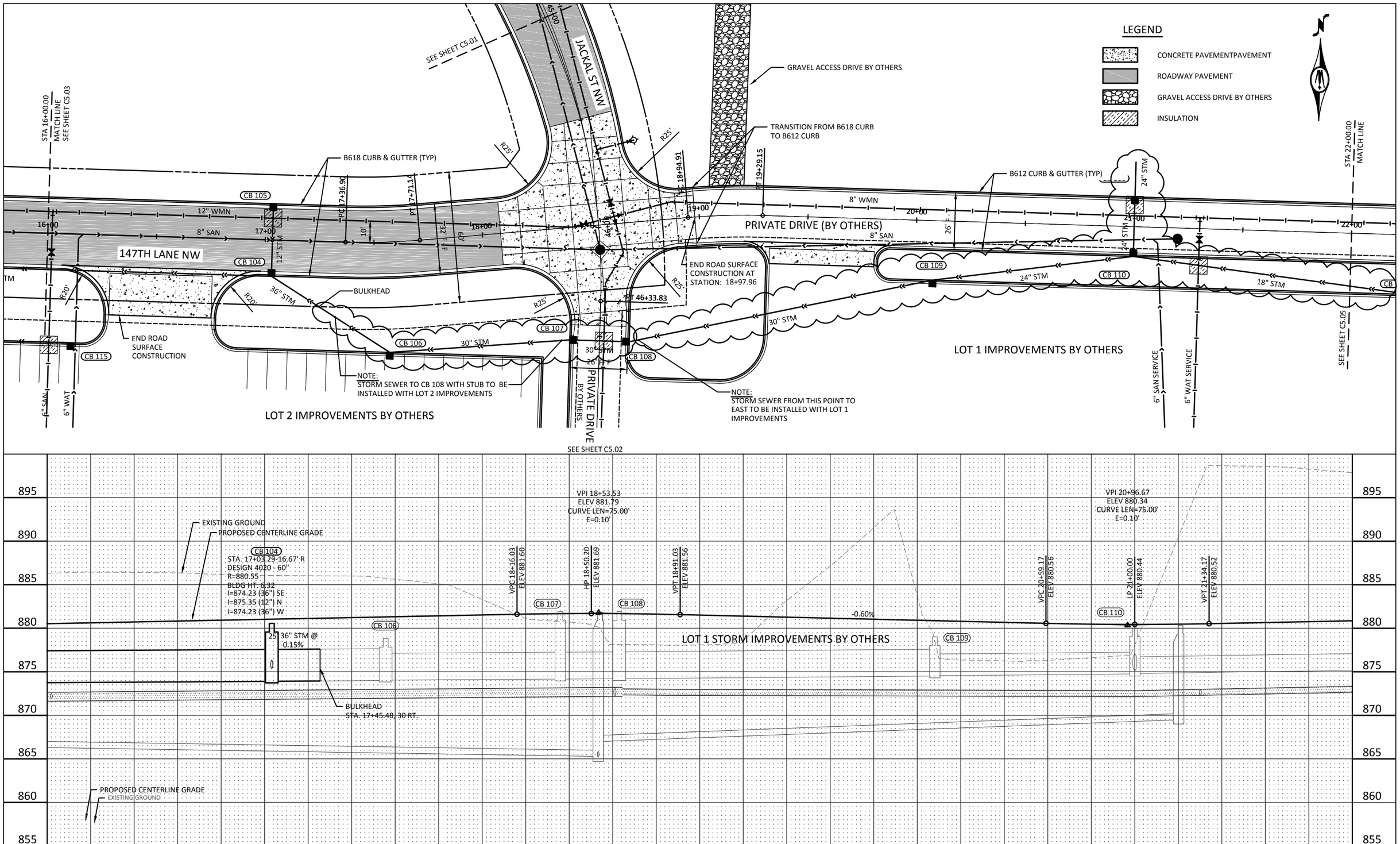
DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

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BUNKER LAKE INDUSTRIAL PARK

147TH LANE NW - STREET- STORM PLAN & PROFILE

SHEET C5.03



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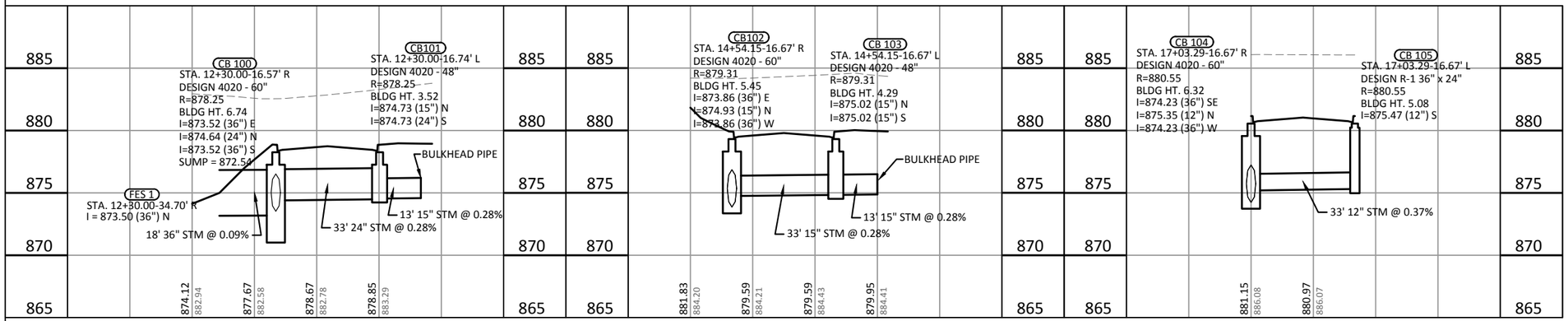
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LIC. NO. 21814 DATE 08/17/2017

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CHECKED	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
147TH LANE NW - STREET- STORM PLAN & PROFILE

SHEET C5.04



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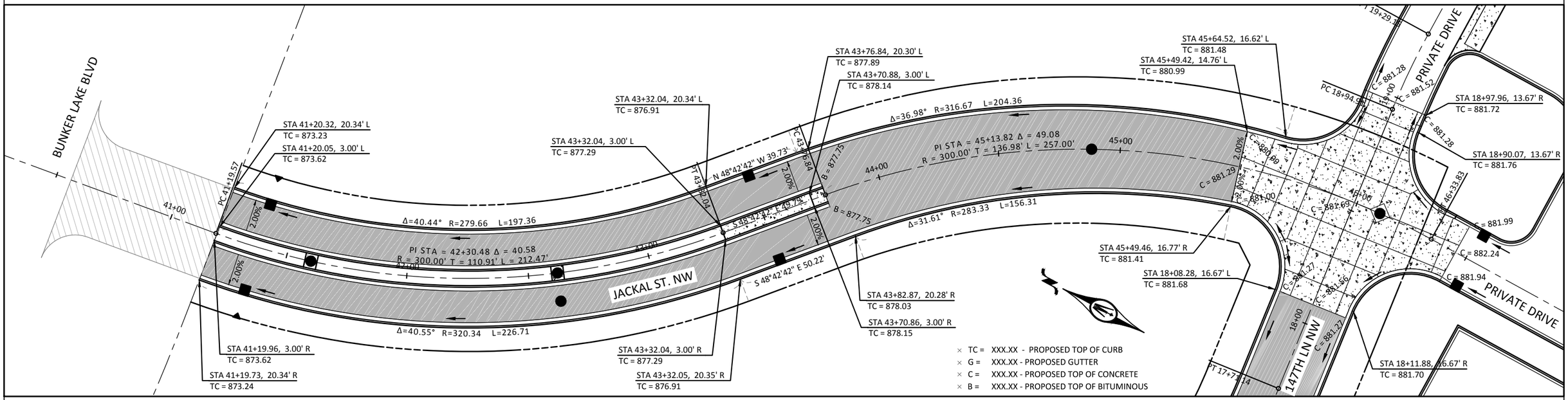
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STORM LEADS - PLAN & PROFILE

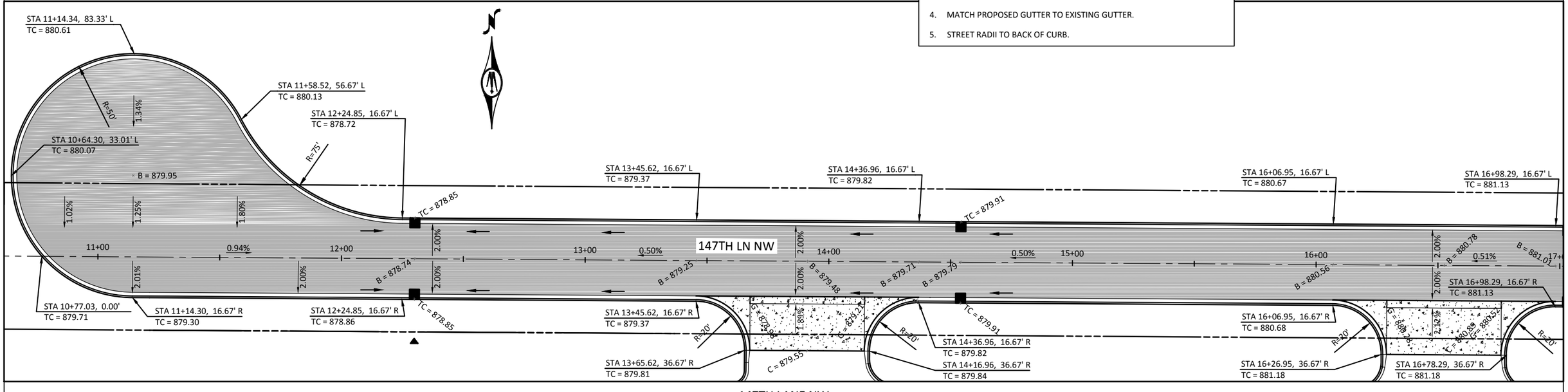
SHEET C5.05



JACKAL ST NW

NOTES:

1. ALL CURB ELEVATIONS ARE TO TOP OF CURB UNLESS OTHERWISE NOTED.
2. ALL STREET ELEVATIONS ARE TO PROPOSED TOP OF BITUMINOUS.
3. LENGTH OF CURB RADII ARE MEASURED AT BACK OF CURB.
4. MATCH PROPOSED GUTTER TO EXISTING GUTTER.
5. STREET RADII TO BACK OF CURB.



147TH LANE NW

0 20 40
SCALE FEET

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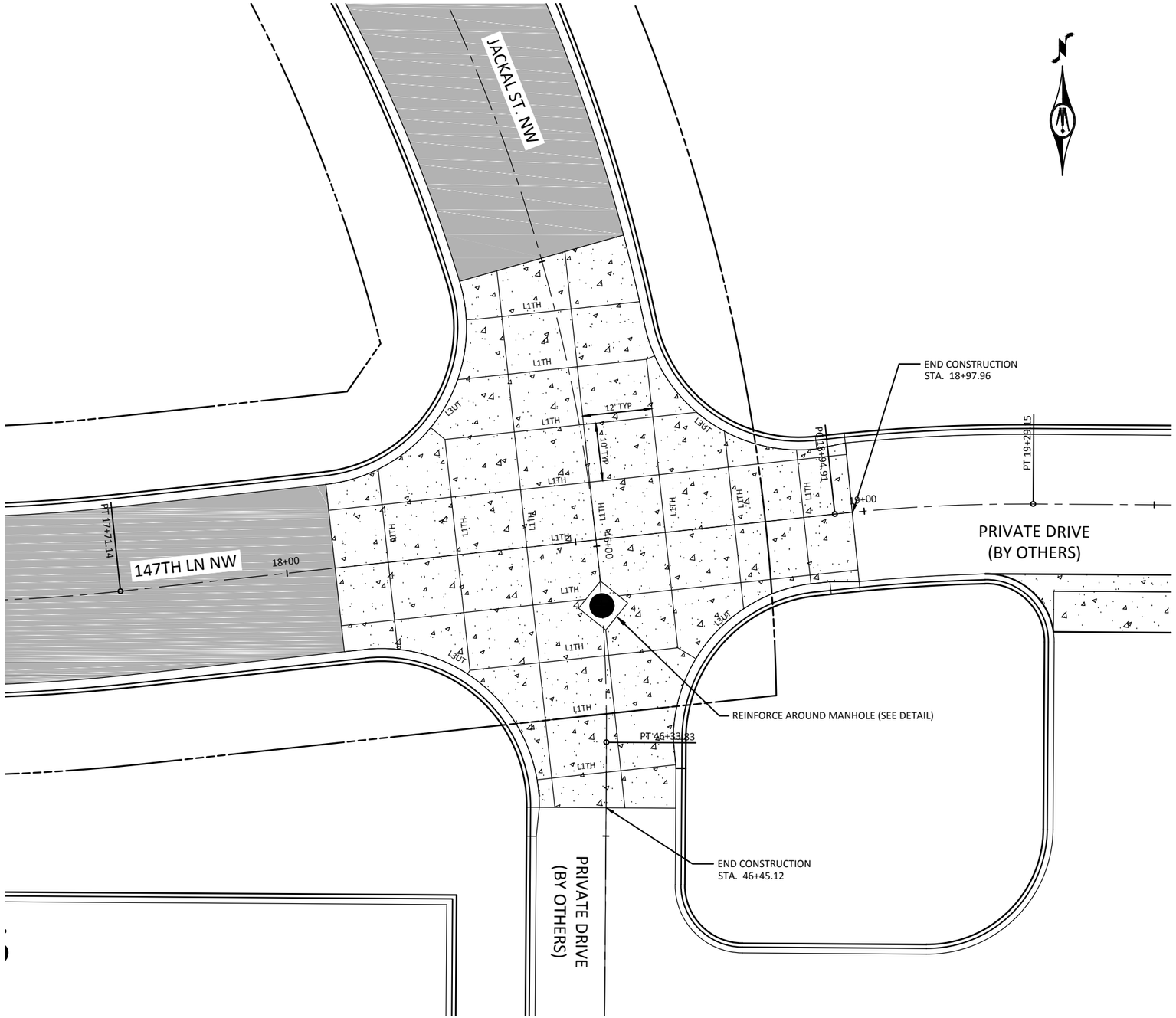
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DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
MEDIAN & INTERSECTION PLAN

SHEET C6.01



0 20 40
SCALE FEET

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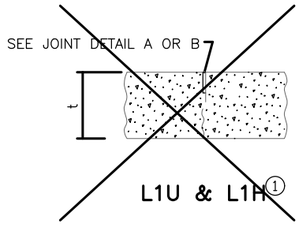
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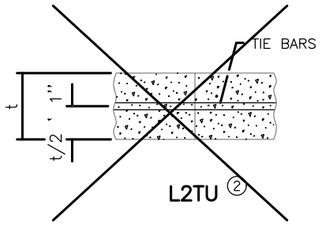
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CHECKED JDP

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BUNKER LAKE INDUSTRIAL PARK
CONCRETE JOINT PLAN

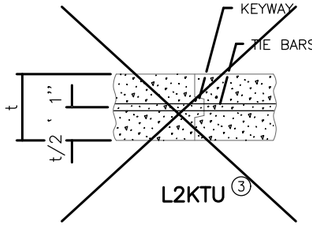
SHEET
C6.02



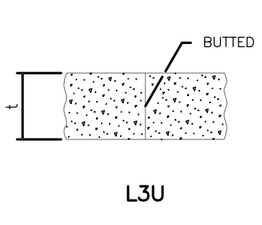
L1U & L1H (1)



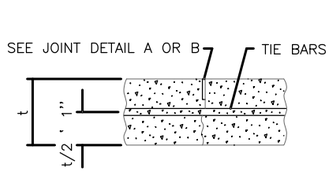
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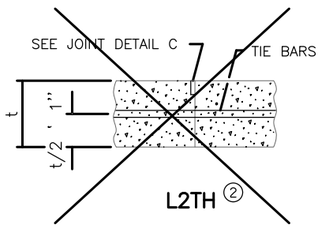
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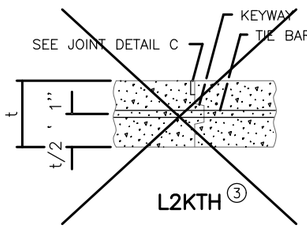
L3U



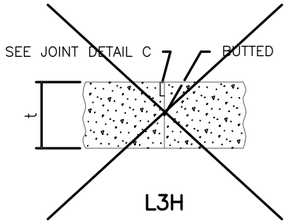
L1TU & L1TH (1)



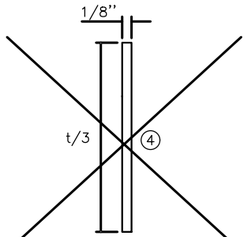
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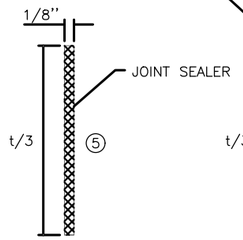
L2KTH (3)



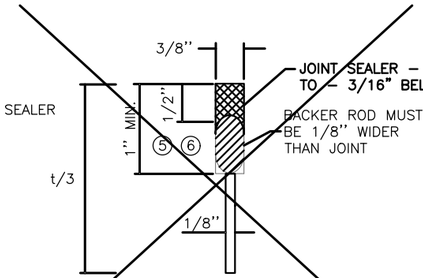
L3H



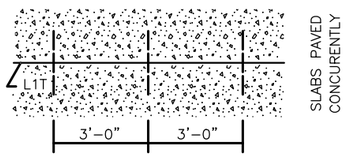
JOINT DETAIL A
SAWED & UNSEALED



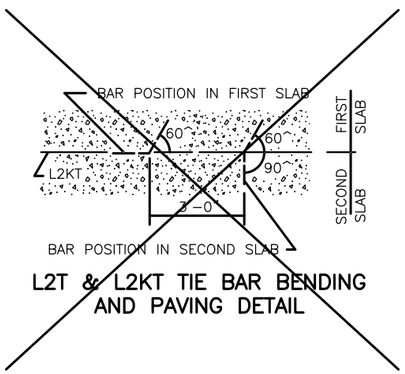
JOINT DETAIL B
SAWED & SEALED



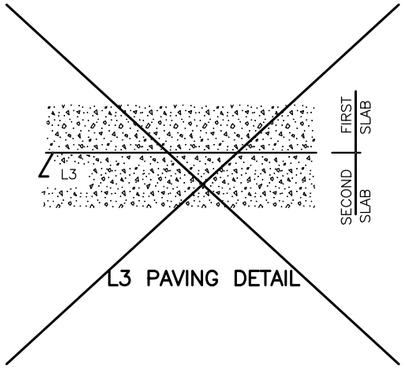
JOINT DETAIL C
SAWED & SEALED



L1T PAVING DETAIL



L2T & L2KT TIE BAR BENDING AND PAVING DETAIL



L3 PAVING DETAIL

TIEBAR TABLE

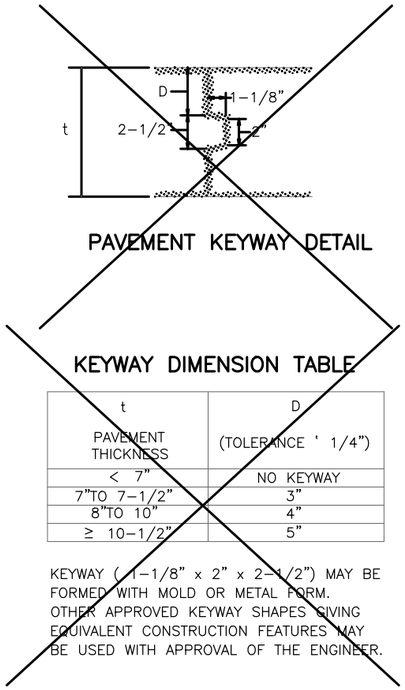
PAVEMENT THICKNESS	TIEBAR SIZE	LENGTH
< 10–1/2"	NO. 13	30"
~~≥ 10 1/2"~~	~~NO. 16~~	~~36"~~
ALL THICKNESS WHEN TYING TO CURB AND GUTTER	NO. 13	30"

—

THE TIE BAR SPACING FOR ALL L2T AND L2KT JOINTS SHALL BE 3'–0" CENTER TO CENTER AND BENT 60° AS SHOWN, EXCEPT WHEN NOTED OTHERWISE IN THE PLANS.

TIE BARS IN THE L2T AND L2KT JOINTS SHALL BE THE SAME SIZE AND LENGTH AS USED FOR THE L1T JOINTS WHEN TYING PAVEMENT TO PAVEMENT. TIE BARS IN THE L2KT JOINTS SHALL BE NO. 13 X 2'– 6", WHEN TYING CURB & GUTTER TO PAVEMENT.

ALL TIE BARS SHALL BE EPOXY COATED AND COMPLY WITH SPEC. 3301.



PAVEMENT KEYWAY DETAIL

KEYWAY DIMENSION TABLE

t PAVEMENT THICKNESS	D (TOLERANCE ' 1/4")
< 7"	NO KEYWAY
7"TO 7–1/2"	3"
8"TO 10"	4"
≥ 10–1/2"	5"

KEYWAY (1–1/8" x 2" x 2–1/2") MAY BE FORMED WITH MOLD OR METAL FORM. OTHER APPROVED KEYWAY SHAPES GIVING EQUIVALENT CONSTRUCTION FEATURES MAY BE USED WITH APPROVAL OF THE ENGINEER.

LONGITUDINAL JOINT REFERENCE, DETAIL & SEALER SPECIFICATION TABLE

JOINT REFERENCE			JOINT DETAIL	JOINT SEALER SPEC	JOINT WIDTH
WITHOUT TIE BARS	WITH TIE BARS	WITH KEYWAY & TIE BARS			
~~L1U~~	~~L1TU~~		~~A~~	~~UNSEALED~~	~~1/8"~~
L1H	L1TH		B	3725	1/8"
	~~L2TU~~	~~L2KTU~~	~~NONE~~	~~UNSEALED~~	
	~~L2TH~~	~~L2KTH~~	~~C~~	~~3725~~	~~3/8"~~
L3U			NONE	UNSEALED	
~~L3H~~			~~C~~	~~3725~~	~~3/8"~~

LEGEND

L = LONGITUDINAL JOINT
NO. = JOINT REFERENCE
1 = PAVED CONSTRUCTION JOINT
2 = TIED/KEYED CONSTRUCTION JOINT
3 = BUTTED CONSTRUCTION JOINT
K = KEYWAY
T = TIE BARS
U = UNSEALED
H = HOT POURED

EXAMPLE: L2KTH

NOTES:

NORMALLY, TIED PAVEMENT WIDTHS SHALL NOT EXCEED FOUR LANES, EXCEPT BRIDGE APPROACH PANELS AND PAVEMENT TAPERS.

JOINT WIDTH TOLERANCE IS + 1/16 IN. TO – 1/32 IN.

FURNISH AND INSTALL ALL JOINT SEALER IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

TIED/KEYED AND BUTTED CONSTRUCTION JOINTS SHALL BE UNSEALED EXCEPT AS OTHERWISE NOTED IN THE PLAN OR REQUIRED BY THE ENGINEER.

SEE STANDARD PLANS 5–297.217 AND 5–297.219 FOR CONCRETE MAINLINE AND RAMP PAVEMENT.

SEE PAVING LAYOUTS IN THE PLANS FOR JOINT CLASS DESIGNATIONS TO BE USED AND SPECIAL REINFORCEMENT REQUIRED.

WHEN CURB AND GUTTER IS PLACED ADJACENT TO CONCRETE MAINLINE, THE TIEBARS SHALL BE PLACED A MINIMUM OF 2" ABOVE THE CURB AND GUTTER GRADE.

(1) SEE THE LONGITUDINAL JOINT REFERENCE, DETAIL & SEALER SPECIFICATION TABLE TO DETERMINE JOINT DETAIL.

~~(2) CONCRETE PAVEMENTS LESS THAN 7" SHALL USE L2TU AND L2TH JOINTS UNLESS OTHERWISE ALLOWED BY THE ENGINEER.~~

~~(3) CONCRETE PAVEMENTS GREATER THAN OR EQUAL TO 7" SHALL USE L2KTU AND L2KTH JOINTS UNLESS OTHERWISE ALLOWED BY THE ENGINEER.~~

(4) THE JOINT FACES SHALL BE CLEANED WITH WATER DURING THE SAW CUTTING OPERATION OR BY WATER BLASTING AFTER SAWING.

(5) THE JOINT FACES SHALL BE CLEANED AND DRIED BY SANDBLASTING AND AIR BLASTING.

~~(6) PRIOR TO SEALING THE JOINT, A 1/2" DIAMETER CLOSED CELL BACKER ROD CAPABLE OF WITHSTANDING SEALANT TEMPERATURES OF 400 DEGREES F. SHALL BE PLACED 1/2" BELOW THE TOP OF THE PAVEMENT.~~

NOTE: DETAILS NOT TO SCALE

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REV	ISSUED FOR	DATE

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LIC. NO. 21814 DATE 08/17/2017

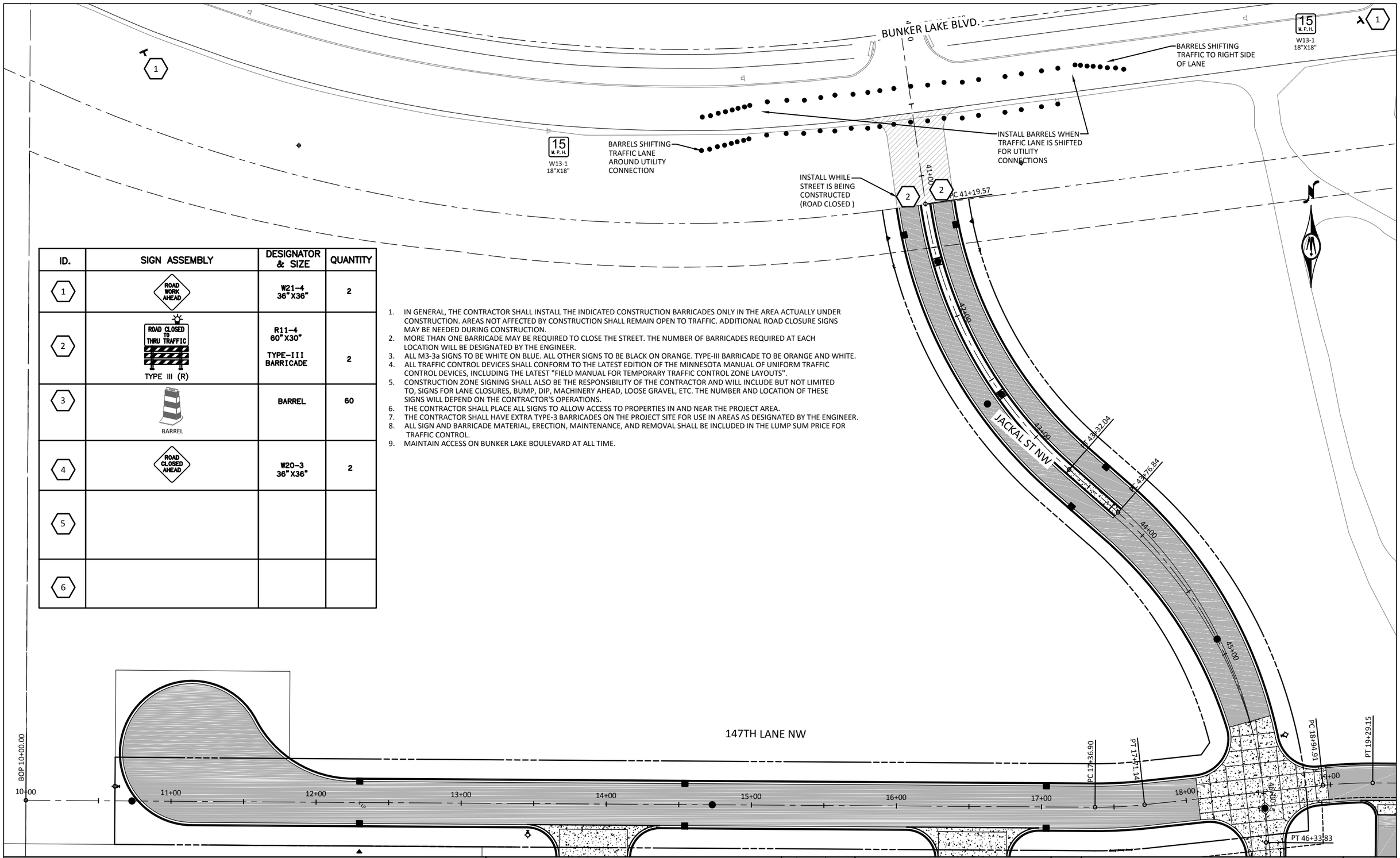
DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
CONCRETE JOINT DETAILS

SHEET C6.03

ID.	SIGN ASSEMBLY	DESIGNATOR & SIZE	QUANTITY
1	ROAD WORK AHEAD	W21-4 36"X36"	2
2	ROAD CLOSED TO THRU TRAFFIC TYPE III (R)	R11-4 60"X30" TYPE-III BARRICADE	2
3	BARREL	BARREL	60
4	ROAD CLOSED AHEAD	W20-3 36"X36"	2
5			
6			

1. IN GENERAL, THE CONTRACTOR SHALL INSTALL THE INDICATED CONSTRUCTION BARRICADES ONLY IN THE AREA ACTUALLY UNDER CONSTRUCTION. AREAS NOT AFFECTED BY CONSTRUCTION SHALL REMAIN OPEN TO TRAFFIC. ADDITIONAL ROAD CLOSURE SIGNS MAY BE NEEDED DURING CONSTRUCTION.
2. MORE THAN ONE BARRICADE MAY BE REQUIRED TO CLOSE THE STREET. THE NUMBER OF BARRICADES REQUIRED AT EACH LOCATION WILL BE DESIGNATED BY THE ENGINEER.
3. ALL M3-3a SIGNS TO BE WHITE ON BLUE. ALL OTHER SIGNS TO BE BLACK ON ORANGE. TYPE-III BARRICADE TO BE ORANGE AND WHITE.
4. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS".
5. CONSTRUCTION ZONE SIGNING SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR AND WILL INCLUDE BUT NOT LIMITED TO, SIGNS FOR LANE CLOSURES, BUMP, DIP, MACHINERY AHEAD, LOOSE GRAVEL, ETC. THE NUMBER AND LOCATION OF THESE SIGNS WILL DEPEND ON THE CONTRACTOR'S OPERATIONS.
6. THE CONTRACTOR SHALL PLACE ALL SIGNS TO ALLOW ACCESS TO PROPERTIES IN AND NEAR THE PROJECT AREA.
7. THE CONTRACTOR SHALL HAVE EXTRA TYPE-3 BARRICADES ON THE PROJECT SITE FOR USE IN AREAS AS DESIGNATED BY THE ENGINEER.
8. ALL SIGN AND BARRICADE MATERIAL, ERECTION, MAINTENANCE, AND REMOVAL SHALL BE INCLUDED IN THE LUMP SUM PRICE FOR TRAFFIC CONTROL.
9. MAINTAIN ACCESS ON BUNKER LAKE BOULEVARD AT ALL TIME.



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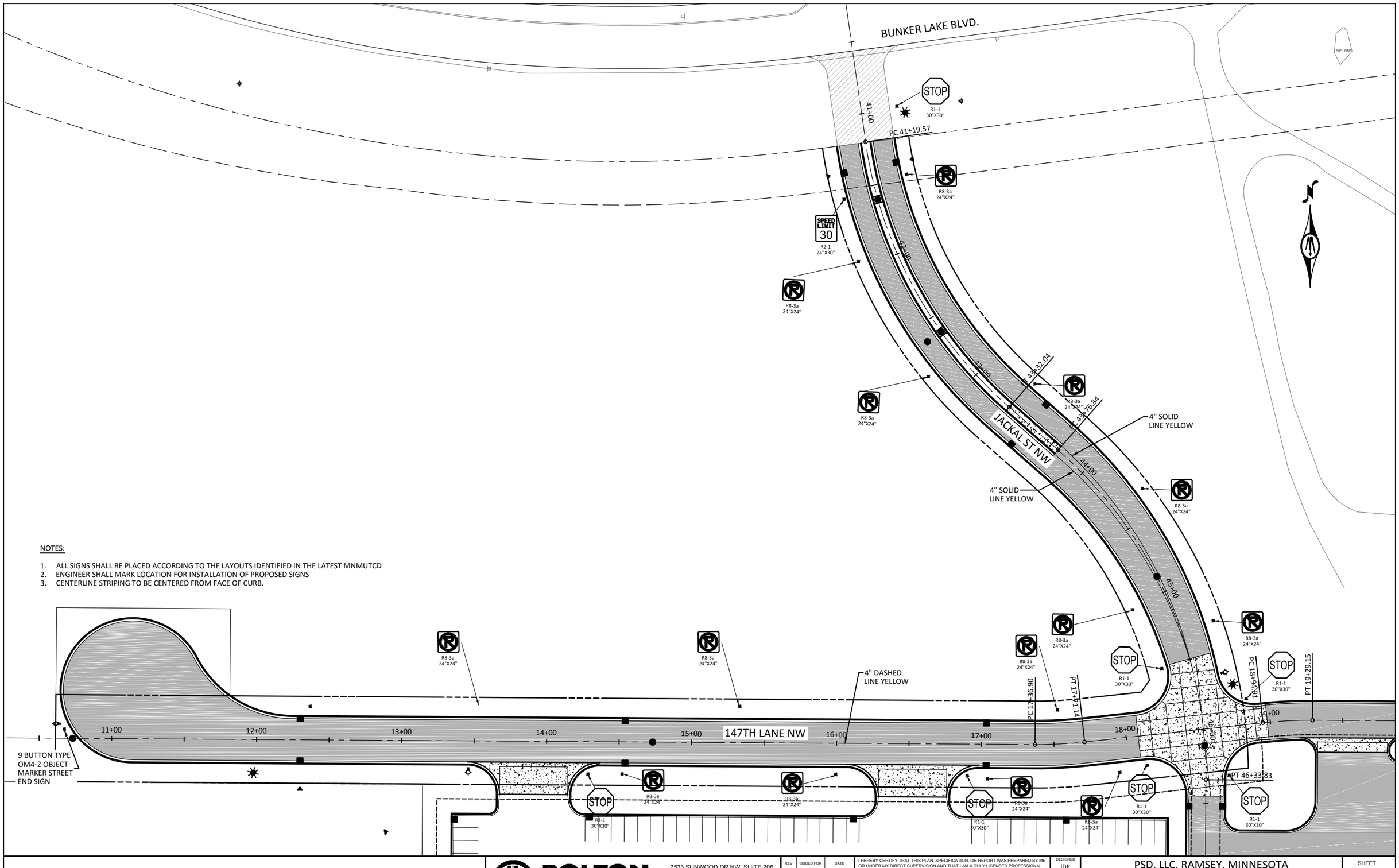
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LIC. NO. 42603 DATE 08/17/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
TRAFFIC CONTROL

SHEET C7.01



NOTES:

1. ALL SIGNS SHALL BE PLACED ACCORDING TO THE LAYOUTS IDENTIFIED IN THE LATEST MNMUTCD
2. ENGINEER SHALL MARK LOCATION FOR INSTALLATION OF PROPOSED SIGNS
3. CENTERLINE STRIPING TO BE CENTERED FROM FACE OF CURB.

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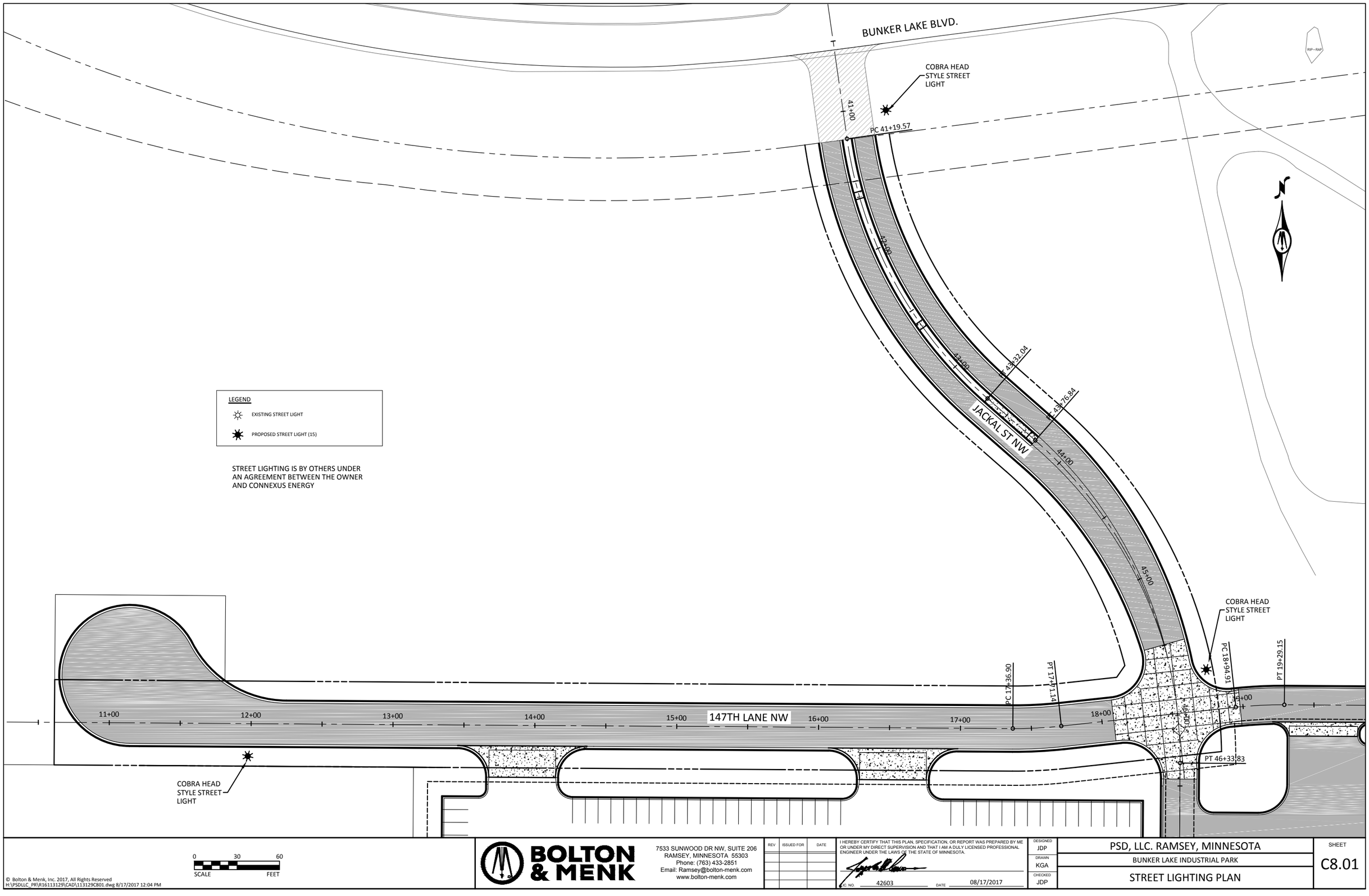
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LIC. NO. 42603 DATE 08/17/2017

DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
SIGNING & PAVEMENT MARKING PLAN

SHEET
C7.02



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LIC. NO. 42603 DATE 08/17/2017

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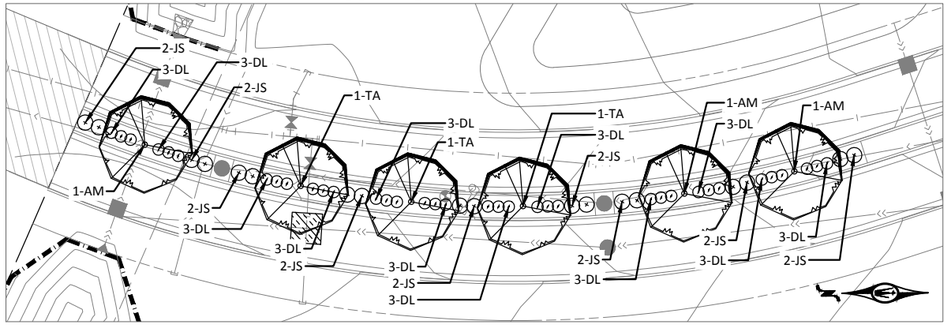
PSD, LLC. RAMSEY, MINNESOTA

BUNKER LAKE INDUSTRIAL PARK

STREET LIGHTING PLAN

SHEET C8.01

JACKAL ST. NW ENTRY MEDIAN LANDSCAPING

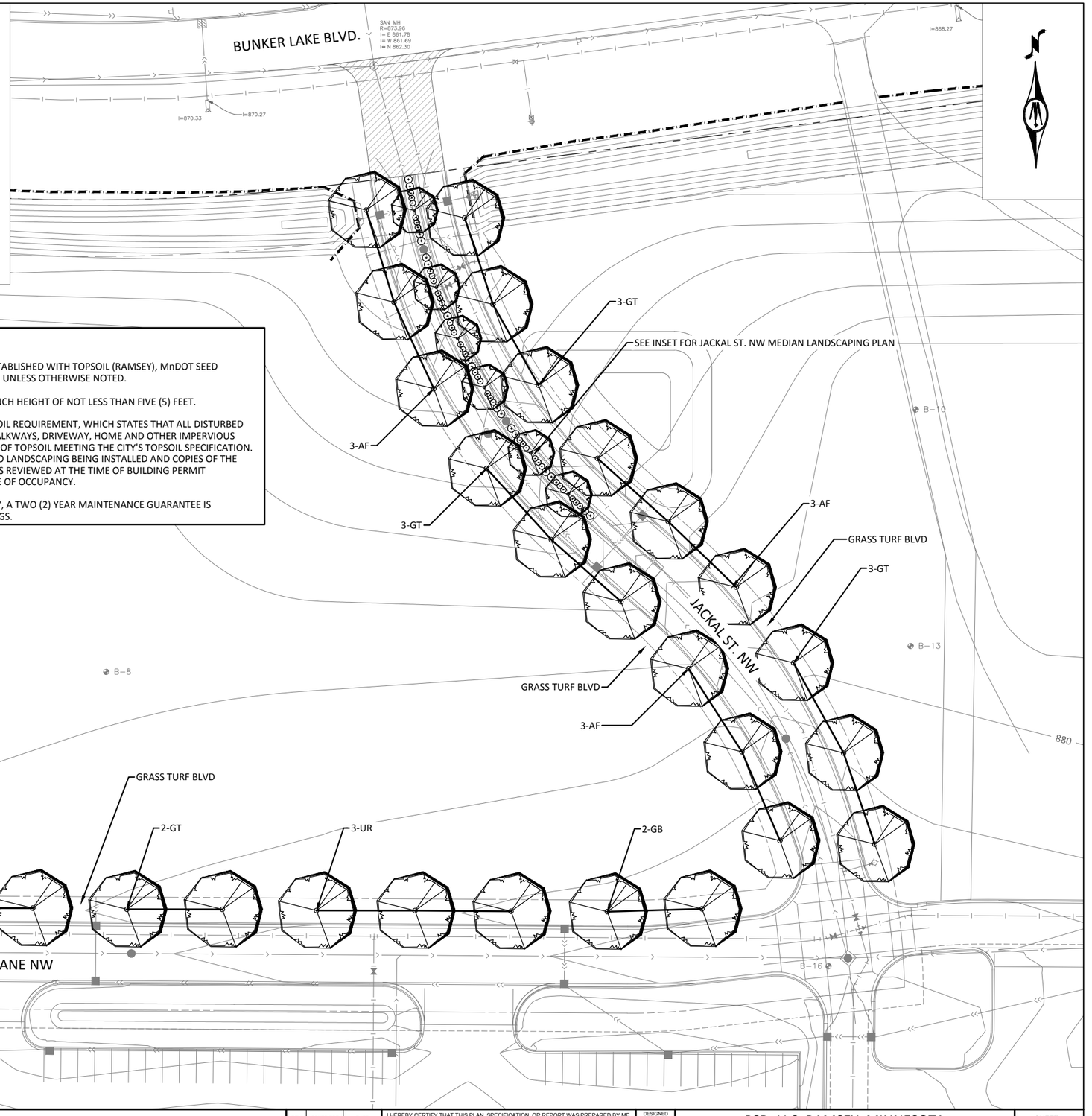


LANDSCAPE (PLANTING) SCHEDULE

QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SIZE
		OVERSTORY TREES		
2	GB	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	2.5" CAL. B&B
5	UR	ULMUS 'REGAL'	REGAL ELM	2.5" CAL. B&B
12	AF	ACER X FREEMANII 'JEFFSRED'	AUTUMN BLAZE MAPLE	2.5" CAL. B&B
1	CO	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2.5" CAL. B&B
1	BA	BETULA ALLEGHANIENSIS	YELLOW BIRCH	2.5" CAL. B&B
10	GT	GLEDITSIA TRIACANTHOS VAR. 'INERMIS SKYCOLE'	SKYLINE HONEYLOCUST	2.5" CAL. B&B
3	AM	ACER MIYABE 'MORTON'	STATE STREET MAPLE	2.5" CAL. B&B
3	TA	TILIA AMERICANA 'MCKSENTRY'	AMERICAN SENTRY LINDEN	2.5" CAL. B&B
		SHRUBS		
18	JS	JUNIPERUS SABINA 'SCANIDA'	SCANDIA JUNIPER	#5 CONT.
36	DL	DIERVILLA LONICERA	DWARF BUSH HONEYSUCKLE	#5 CONT.
		EVERGREEN TREES		
3	PG	PICEA GLAUCA VAR. DENSATA	BLACK HILLS SPRUCE	6' HT. B&B

GENERAL LANDSCAPE NOTES:

1. ALL DISTURBED GRASS TURF AREAS TO BE ESTABLISHED WITH TOPSOIL (RAMSEY), MnDOT SEED (25-131), FERTILIZED (TYPE 3) AND MULCHED, UNLESS OTHERWISE NOTED.
2. STREET TREES SHALL HAVE A MINIMUM BRANCH HEIGHT OF NOT LESS THAN FIVE (5) FEET.
3. THE PROJECT IS SUBJECT TO THE CITY'S TOPSOIL REQUIREMENT, WHICH STATES THAT ALL DISTURBED AREAS NOT OTHERWISE IMPROVED WITH WALKWAYS, DRIVEWAY, HOME AND OTHER IMPERVIOUS SURFACING, SHALL RECEIVE FOUR (4) INCHES OF TOPSOIL MEETING THE CITY'S TOPSOIL SPECIFICATION. A TOPSOIL INSPECTION IS REQUIRED PRIOR TO LANDSCAPING BEING INSTALLED AND COPIES OF THE LOAD TICKETS ARE REQUIRED AS WELL. THIS IS REVIEWED AT THE TIME OF BUILDING PERMIT APPLICATION AND REQUEST FOR CERTIFICATE OF OCCUPANCY.
4. UPON ACCEPTANCE OF LANDSCAPING BY CITY, A TWO (2) YEAR MAINTENANCE GUARANTEE IS REQUIRED TO ENSURE SURVIVAL OF PLANTINGS.



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JONATHAN D. NELSEN
LIC. NO. 53433 DATE 08/17/2017

DESIGNED JDN
DRAWN JDN
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
LANDSCAPE RESTORATION PLAN

SHEET
L1.01

PSD, LLC

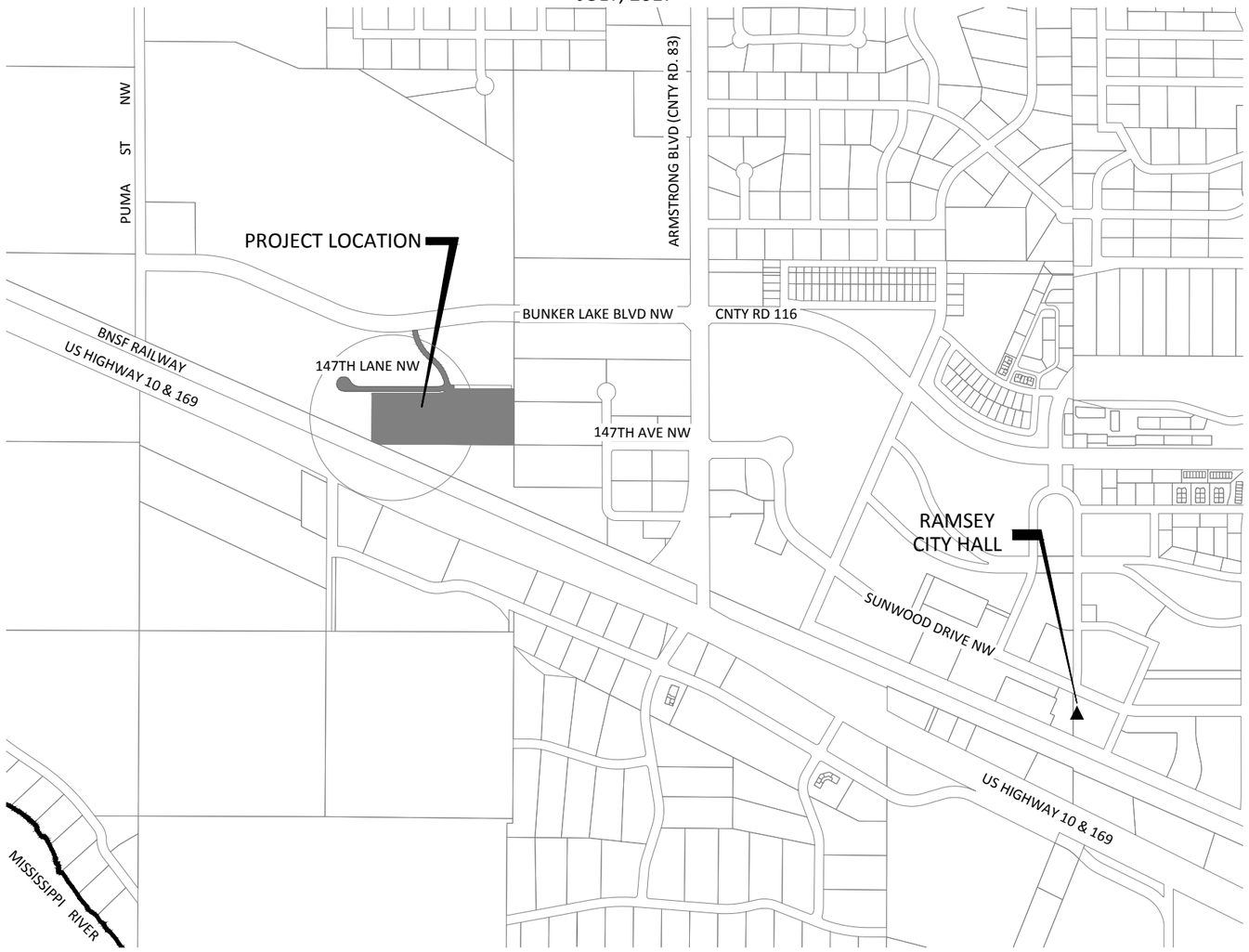
CIVIL CONSTRUCTION PLANS FOR

BUNKER LAKE BUSINESS PARK - LOT 2 SITE IMPROVEMENTS

RAMSEY, MINNESOTA

GRADING, SANITARY SEWER, WATERMAIN, STORM SEWER, AGGREGATE BASE,
PEDESTRIAN CURB RAMPS, CONCRETE SIDEWALK, & BITUMINOUS SURFACING.

JULY, 2017



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MAP OF THE
CITY OF RAMSEY
ANOKA COUNTY, MN

SHEET INDEX

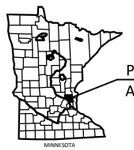
SHEET NO.	
	GENERAL
G0.01	TITLE
G0.02	LEGEND
	EXISTING CONDITIONS & REMOVALS
C0.01	EXISTING CONDITIONS
	TYPICAL SECTIONS & DETAILS
C1.01	TYPICAL SECTIONS
C1.02	DETAILS
	EROSION CONTROL
C2.01 - C2.03	STORMWATER POLLUTION PREVENTION PLAN
C2.04	EROSION CONTROL PLAN
C2.05	EROSION CONTROL DETAILS
	SITE PLAN
C2.06	LOT 2 SITE IMPROVEMENTS
	GRADING
C3.01	LOT 2 SITE GRADING PLAN
	UTILITY PLANS
C4.01	LOT 2 UTILITY LAYOUT PLAN
	STORM SEWER
C5.01	STORM SEWER LEADS
	LANDSCAPE
L1.01	LANDSCAPE RESTORATION PLAN

THIS PLAN SET CONTAINS 15 SHEETS.

SCALES

PLAN 0' 20'
PROFILE 0' 20' HORIZ.
0' 5' VERT.
INDEX MAP 0' 500'

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PROJECT LOCATION
ANOKA COUNTY, MN

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 612-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY 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."

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Kevin F. Bittner REG. NO. 21814 DATE: 08/04/2017

PROJECT DATUM:
HORIZONTAL: Anoka County Coordinates (1996 Adjustment)
VERTICAL: NGVD 29

DESIGNED KFB
DRAWN KGA
CHECKED JDP

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REV.	BY	DATE
1	JDP	8/17/2017

RECORD DRAWING INFORMATION
OBSERVER:
DATE:

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
TITLE SHEET

SHEET G0.01

EXISTING

- IRON PIPE MONUMENT SET
- MONUMENT FOUND
- CAST IRON MONUMENT FOUND
- STONE MONUMENT FOUND
- POST SET
- BENCH MARK
- AUTO SPRINKLER
- ANTENNA
- AIR CONDITIONER
- ANCHOR
- AIR PUMP
- APRON
- BASKETBALL HOOP
- BIRD FEEDER
- BENCH
- BRACE POLE
- CATCH BASIN
- CLOTHES LINE POLE
- CONTROL POINT
- CLEAN OUT
- COMMUNICATION PEDESTAL
- CURB STOP VALVE
- DITCH TOP
- DRINKING FOUNTAIN
- DOWN SPOUT
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC TRANSFORMER
- EXHAUST VENT
- FLAG POLE
- FILL PIPE
- GAS MANHOLE
- GAS REGULATOR
- GAS VALVE
- GAS METER
- ACCESS GRATE
- HANDICAPPED PARKING
- HAND HOLE
- HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT DECORATIVE
- LIGHT POLE
- MAILBOX
- METER
- POST
- MANHOLE
- LIFT STATION MANHOLE
- MONITORING WELL
- ORDER MICROPHONE
- PARK GRILL
- GAS PUMP
- POST INDICATOR VALVE
- PARKING METER
- SANITARY MANHOLE
- SATELLITE DISH
- SEMAPHORE TRAFFIC LIGHT
- SIGNAL BOX
- SIGNAL POLE - RR
- SOIL BORING
- SIREN
- SPRINKLER HEAD
- STORM MANHOLE
- TELEPHONE MANHOLE
- PUBLIC TELEPHONE
- TILE INLET
- TILE RISER
- TRAFFIC ARM BARRIER
- TRAFFIC SIGN
- TRANSMISSION TOWER
- UTILITY POLE
- VACUUM
- VENT PIPE
- DECIDUOUS TREE
- CONIFEROUS TREE
- STUMP
- BUSH
- WELL
- WATER MANHOLE
- WATER METER
- WATER SPIGOT
- WATER VALVE
- WETLAND / MARSH
- WETLAND - DELINEATED

- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- GAS LINE
- FIBER OPTIC LINE
- UNDERGROUND COMMUNICATIONS LINE
- OVERHEAD UTILITY LINE
- WATER SYSTEM
- STORM SEWER
- TILE LINE
- SANITARY SEWER
- SANITARY FORCEMAIN
- CULVERT
- INTERMEDIATE CONTOURS
- INDEX CONTOURS
- COUNTY LINE
- CITY LIMITS
- SIXTEENTH LINE
- QUARTER LINE
- SECTION LINE
- ADJACENT LINES
- EASEMENT LINE
- BUILDING SETBACK LINE
- FENCE LINE
- GUARD RAIL
- ACCESS CONTROL LINE
- CENTERLINE
- PROPERTY / LOT LINE
- ROAD RIGHT-OF-WAY LINE
- RAILROAD RIGHT-OF-WAY LINE
- GRAVEL EDGE
- BITUMINOUS EDGE
- CONCRETE EDGE
- CURB & GUTTER
- WATER EDGE
- WATER CENTERLINE
- HIGHWATER LINE
- WETLAND EDGE
- SWALE CENTERLINE
- RAILROAD TRACKS
- TREE DRIP LINE

PROPOSED

- ALIGNMENT/CENTERLINE (22+00)
- RIGHT-OF-WAY LINE
- TEMPORARY EASEMENT
- CONSTRUCTION LIMITS
- CURB & GUTTER
- CURB & GUTTER (OUT)
- BITUMINOUS EDGE
- CONCRETE EDGE
- GRAVEL EDGE
- SILT FENCE-PREASSEMBLED
- SILT FENCE-HEAVY DUTY
- EROSION PROTECTION AT INLET
- MANHOLE
- CATCH BASIN
- STORM INLET
- APRON
- STORM SEWER
- PERFORATED PIPE DRAIN
- STORM DRAIN TILE
- CULVERT W/APRON
- STORM MANHOLE NUMBER (1)
- SANITARY SEWER
- SANITARY FORCEMAIN
- SANITARY SEWER SERVICE
- SANITARY LIFT STATION
- SANITARY MANHOLE
- SANITARY MANHOLE NUMBER (A)
- WATERMAIN
- WATERMAIN SERVICE
- WATER SYSTEM MANHOLE
- HYDRANT
- HYDRANT W/ VALVE
- VALVE
- CURBSTOP
- BEND
- REDUCER
- CROSS
- TEE
- CAP
- SLEEVE
- SIGN
- LIGHT POLE
- GUARD RAIL
- SOIL BORING (B-?)
- WETLAND
- BUSH
- CONIFEROUS TREE
- DECIDUOUS TREE

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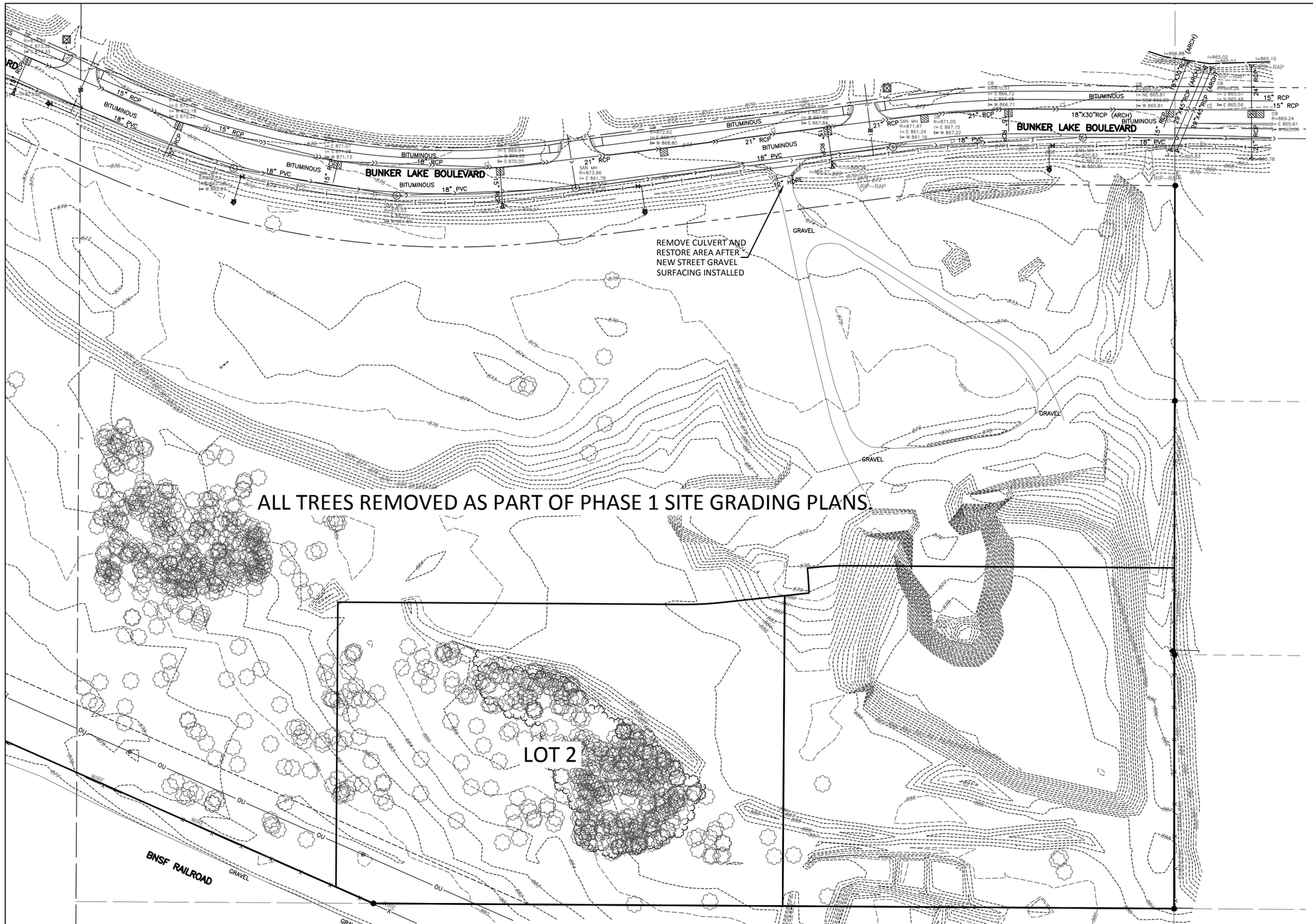
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LIC. NO. 21814 DATE 08/04/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
LEGEND

SHEET G0.02



LEGEND

- MONUMENT FOUND
- BENCH MARK
- ANCHOR
- APRON
- CATCH BASIN
- CP — COMMUNICATION PEDESTAL
- ELECTRIC TRANSFORMER
- HYDRANT
- POST
- SANITARY MANHOLE
- TRAFFIC SIGN
- TREE
- UTILITY POLE
- WATER VALVE
- CU — UNDERGROUND COMMUNICATIONS LINE
- OU — OVERHEAD UTILITY LINE
- WATER SYSTEM
- STORM SEWER
- SANITARY SEWER
- INTERMEDIATE CONTOURS
- INDEX CONTOURS
- EASEMENT LINE
- FENCE LINE
- PROPERTY / LOT LINE
- ROAD RIGHT-OF-WAY LINE

CONSTRUCTION NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
2. ALL TREES ARE PLANNED FOR REMOVAL UNLESS DIRECTED BY THE ENGINEER TO PROTECT.
5. TOPSOIL SALVAGED AND STOCKPILED FOR REUSE ONSITE.
6. KEEP ALL STREETS SWEPT CLEAN OF TRACKED DIRT AND SAND.
7. RESTORE DISTURBED AREAS WITH MINIMUM OF 4 INCHES OF TOPSOIL, SEED, FERTILIZE AND MULCH OR BLANKET.
8. REMOVE SEDIMENT AND EROSION CONTROL MEASURES ONCE TURF IS ESTABLISHMENT IS ACCEPTED.
9. PROTECT EXISTING UTILITIES TO REMAIN.

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SCALE 0 60 120 FEET

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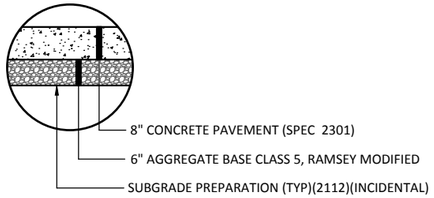
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Kevin F. Bittner
LIC. NO. 21814 DATE 07/28/2017

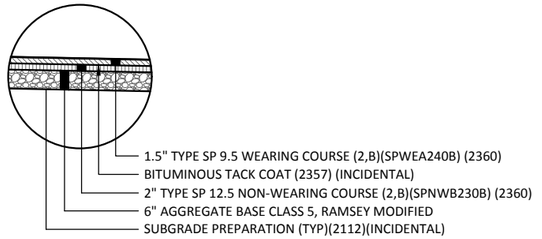
DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

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BUNKER LAKE INDUSTRIAL PARK
EXISTING CONDITIONS & REMOVALS

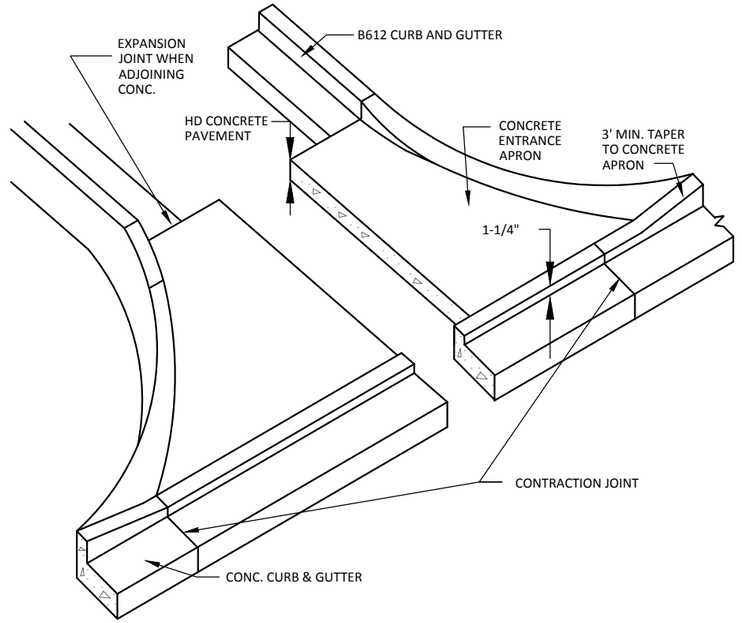
SHEET C0.01



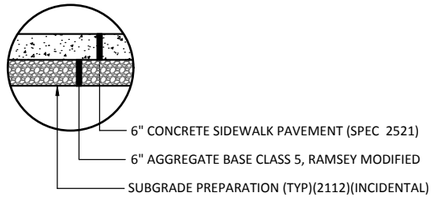
CONCRETE PAVEMENT AREAS (HEAVY DUTY)
NOT TO SCALE



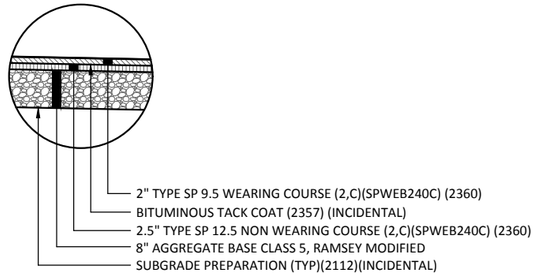
TYPICAL BITUMINOUS PARKING LOT (LIGHT DUTY)
NOT TO SCALE



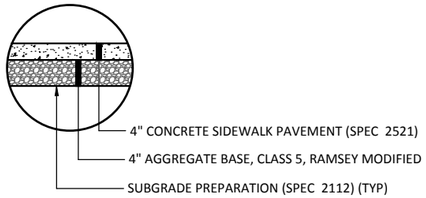
CONCRETE ENTRANCE APRON
NOT TO SCALE



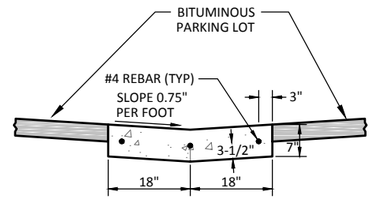
6" CONCRETE TRASH ENCLOSURE & ELECTRICAL PAD
NOT TO SCALE



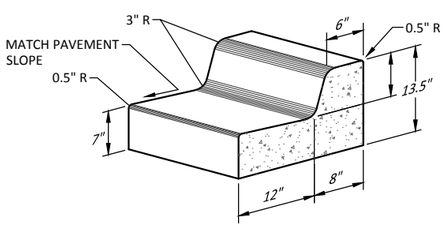
TYPICAL BITUMINOUS PARKING LOT (HEAVY DUTY)
NOT TO SCALE



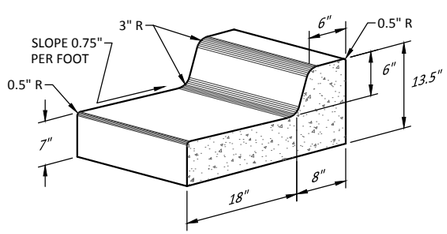
4" CONCRETE WALK
NOT TO SCALE



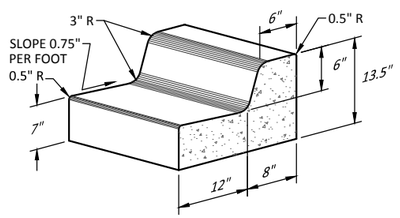
CONCRETE VALLEY GUTTER
NOT TO SCALE



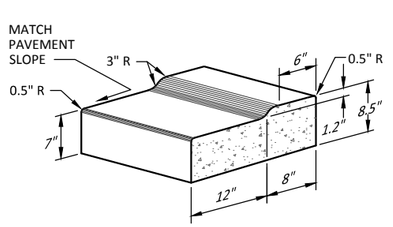
TIP OUT CONCRETE CURB & GUTTER DESIGN B612
NOT TO SCALE



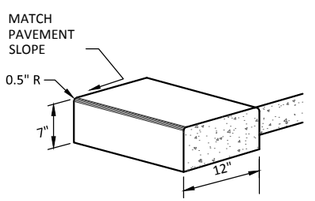
CONCRETE CURB & GUTTER DESIGN B618
NOT TO SCALE



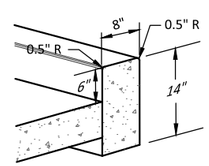
CONCRETE CURB & GUTTER DESIGN B612
NOT TO SCALE



CONCRETE CURB & GUTTER KNOCKDOWN
NOT TO SCALE



CONCRETE RIBBON AT BUILDING ENTRANCE
NOT TO SCALE



CONCRETE "V" CURB
NOT TO SCALE

NOTE: DETAILS NOT TO SCALE

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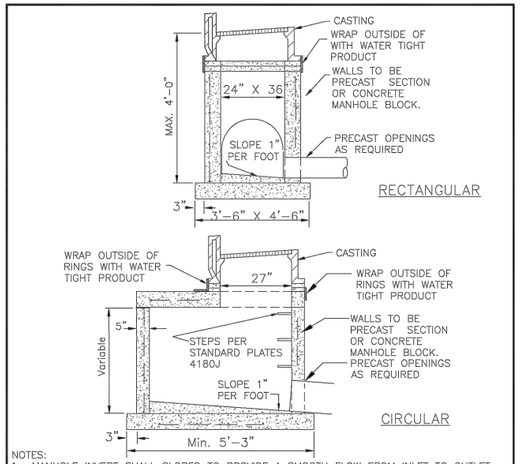
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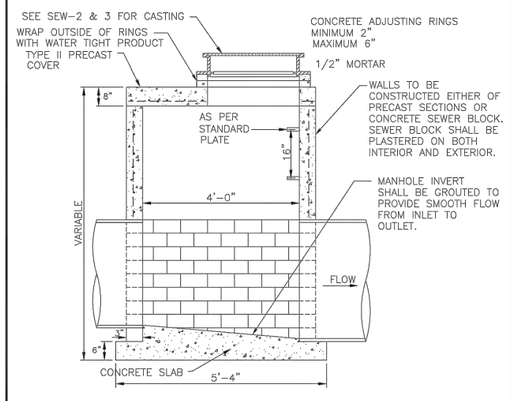
PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
TYPICAL SECTIONS

SHEET C1.01



NOTES:
1. MANHOLE INVERT SHALL SLOPED TO PROVIDE A SMOOTH FLOW FROM INLET TO OUTLET
2. CONCRETE BASE SHALL BE 6" POURED IN PLACE OR 5" PRECAST SLAB.
3. CONCRETE ADJUSTING RINGS TO BE INSTALLED MAX.7–2" RINGS, MIN 2–2" RINGS
4. GROUT BETWEEN RINGS,SHIMS SHALL BE METAL, CONCRETE OR PLASTIC
5. INSPECTION OF MANHOLE REQUIRED BEFORE BACKFILLING
6. A 10 GAUGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL STORM LINES.
7. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE
8. STEPS ARE REQUIRED IF STRUCTURE FROM THE CASTING TO THE INVERT IS GREATER THAN 4 FEET
9. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS

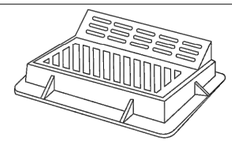
APPROVED DATE 4–2007	City of RAMSEY	STANDARD DETAILS CATCH BASIN
		CITY PLATE No. STO–7

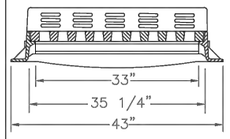


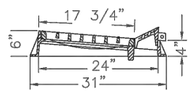
SLAB–TOP MANHOLE
N.T.S.

APPROVED DATE 9–2011	City of RAMSEY	STANDARD DETAILS STANDARD DETAILS SLAB–TOP MANHOLE
		CITY PLATE No. SEW–6

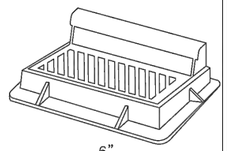
NOTE:
1. CATCH BASIN CASTING SHALL BE NEENAH R–3067 WITH GRATED BACK (BICYLE SAFE) OR APPROVED EQUAL.
2. FOR CATCH BASINS ADJACENT TO RADIUS, USE NEENAH R–3246R OR APPOVED EQUAL.

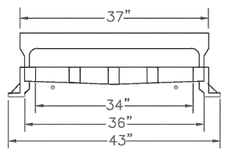


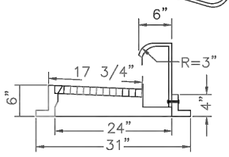




NOTE:
1. CATCH BASIN CASTING SHALL BE NEENAH R–3246R OR APPROVED EQUAL

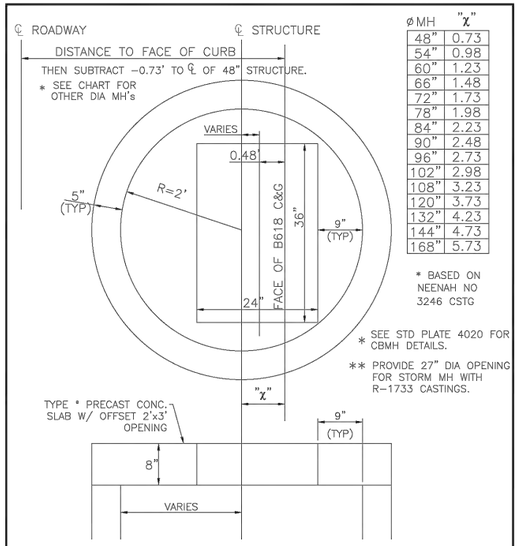






STANDARD CATCHBASIN CASTING

APPROVED: 6 – 2016	City of RAMSEY	STANDARD DETAILS: STORMWATER CASTING
		CITY PLATE No. STO–4



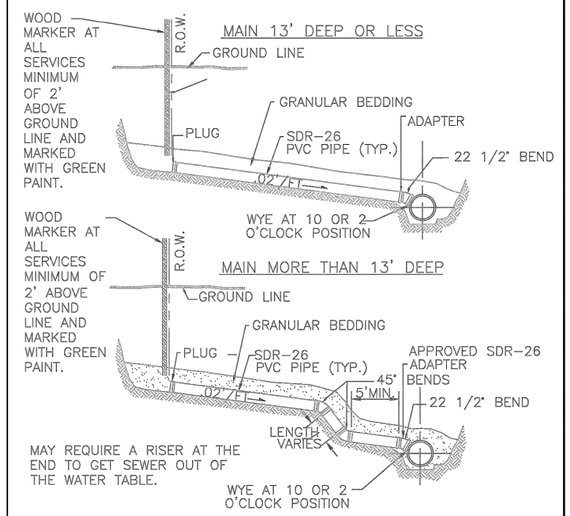
ØMH	"X"
48"	0.73
54"	0.98
60"	1.23
66"	1.48
72"	1.73
78"	1.98
84"	2.23
90"	2.48
96"	2.73
102"	2.98
108"	3.23
120"	3.73
132"	4.23
144"	4.73
168"	5.73

* BASED ON NEENAH NO 3246 CSTG

* SEE STD PLATE 4020 FOR CBMH DETAILS.

** PROVIDE 27" DIA OPENING FOR STORM MH WITH R–1733 CASTINGS.

APPROVED DATE 4–2005	City of RAMSEY	STANDARD DETAILS SLAB TOP MANHOLE FOR CBMH
		CITY PLATE No. STO–5



NOTES:
1. 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES
2. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE.
3. TRACER WIRE ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS.

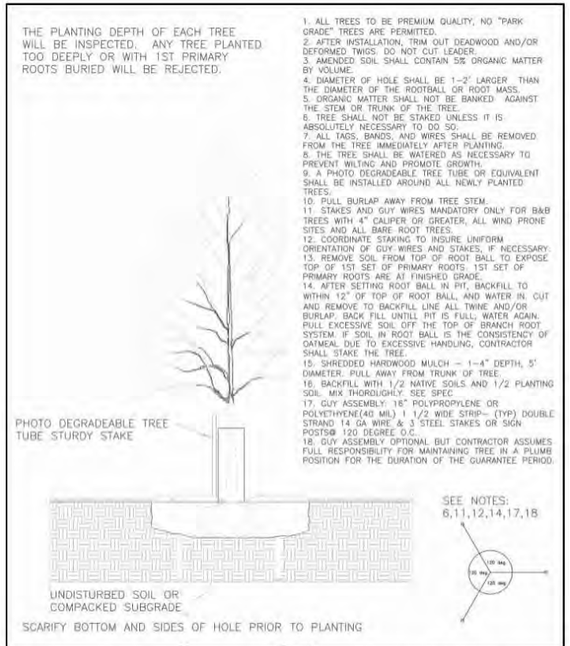
APPROVED: 4 – 2016	City of RAMSEY	STANDARD DETAILS: SANITARY SEWER SERVICE
		CITY PLATE No. SEW–3

TABLE A
MODIFIED CLASS 5 SPECIFICATIONS
% PASSING

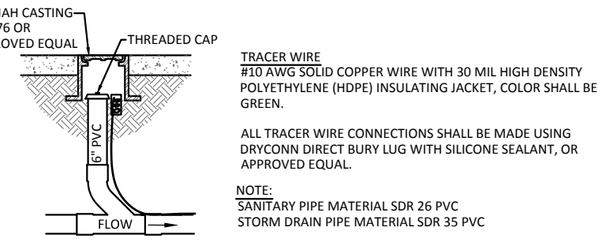
1"	100
3/4"	90 – 100
3/8"	50 – 80
No.4	35 – 70
No.10	20 – 60
No.40	10 – 35
No.200	5 – 10

NOTES:
1. THE AGGREGATE BASE CONSTRUCTION WILL BE ACCEPTED FOR PAYMENT IN ACCORDANCE WITH THE PROVISIONS IN TABLE A.
2. IF THE AGGREGATE BASE FAILS TO MEET THE REQUIREMENTS OF TABLE A THE MATERIAL CAN BE CORRECTED IN PLACE OR REMOVED AND REPLACED WITH MATERIAL THAT MEET THE REQUIREMENTS OF TABLE A.
3. IN THE EVENT THAT RECYCLED MATERIAL IS USE IT MUST MEET MNDOT REQUIREMENTS FOR RECYCLED BASE.

APPROVED: 2 – 2003	City of RAMSEY	STANDARD DETAILS: MODIFIED CLASS 5 SPECIFICATIONS
		CITY PLATE No. STR–26



APPROVED: 5 – 1997	City of RAMSEY	STANDARD DETAILS: TREE PLANTING
		CITY PLATE No. PARK–2

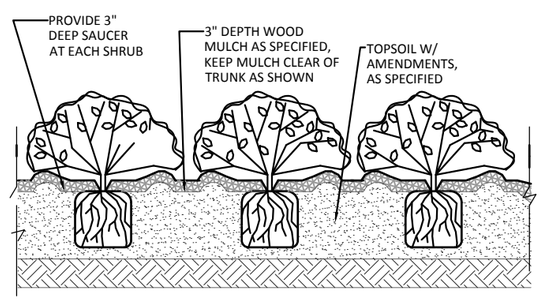


TRACER WIRE
#10 AWG SOLID COPPER WIRE WITH 30 MIL HIGH DENSITY POLYETHYLENE (HDPE) INSULATING JACKET, COLOR SHALL BE GREEN.

ALL TRACER WIRE CONNECTIONS SHALL BE MADE USING DRYCONN DIRECT BURY LUG WITH SILICONE SEALANT, OR APPROVED EQUAL.

NOTE:
SANITARY PIPE MATERIAL SDR 26 PVC
STORM DRAIN PIPE MATERIAL SDR 35 PVC

SUBSURFACE DRAIN CLEAN OUT DETAIL
NOT TO SCALE



SHRUB BED PLANTING DETAIL
NOT TO SCALE

NOTE: DETAILS NOT TO SCALE

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LIC. NO. 21814 DATE 08/04/2017

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DRAWN	KGA
CHECKED	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
DETAILS

SHEET C1.02

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

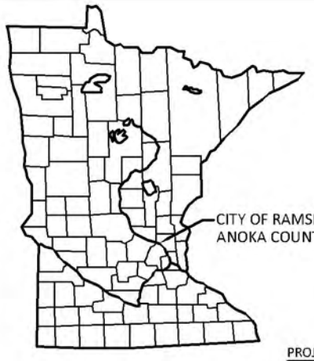
BUNKER LAKE INDUSTRIAL PARK - LOT 2

CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

UNIVERSITY OF MINNESOTA

JOSEPH PELAWA

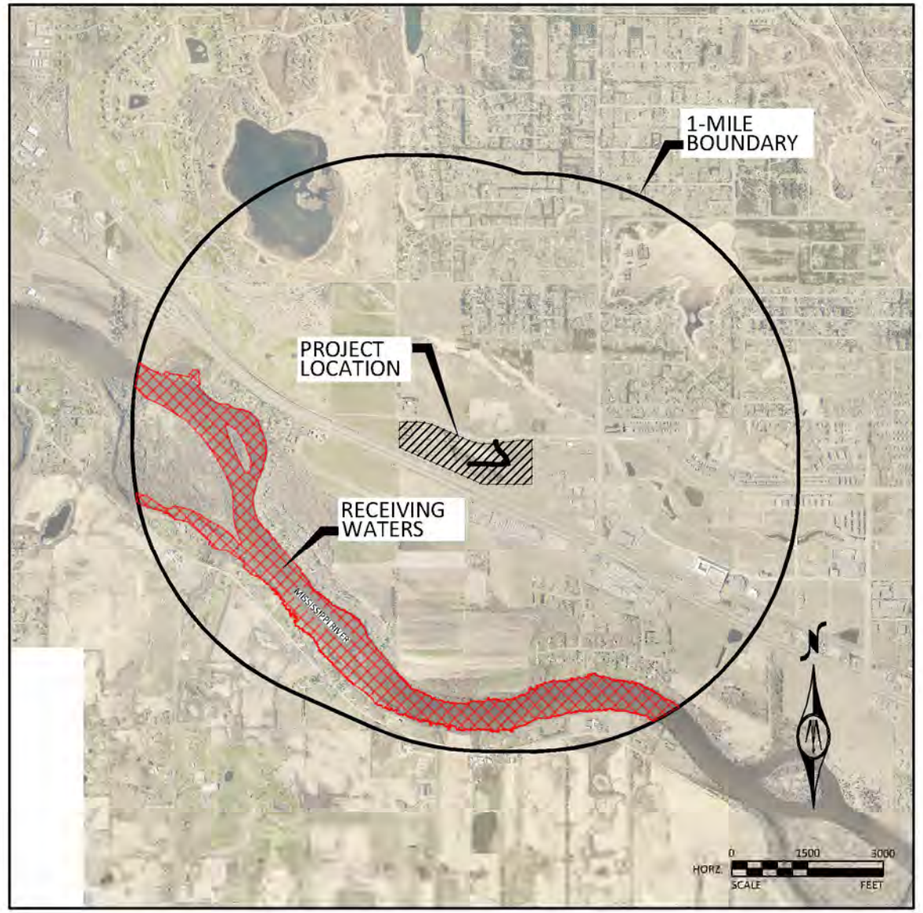
Design of Construction SWPPP (May 31, 2020)



CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

LEGEND

- PROJECT BOUNDARY
- IMPAIRED, SPECIAL OR PROTECTED WATERS
- PROJECT LOCATION



PROJECT AREAS:

Total Project Size (disturbed area) =	45.2	ACRES
Existing area of impervious surface =	0.0	ACRES
Post construction area of impervious surface =	9.4	ACRES
Total new impervious surface area created =	9.4	ACRES

Planned Construction Start Date: 07/25/2017
Estimated Construction Completion Date: 08/31/2018

PERMANENT STORMWATER MANAGEMENT SYSTEM:
Type of storm water management used if more than 1 acre of new impervious surface is created:

X	Wet Sedimentation Basin
X	Infiltration/Filtration
	Regional Pond
	Permanent Storm Water Management Not Required

PROJECT LOCATION:

COUNTY	TOWNSHIP	RANGE	SECTION	LATITUDE	LONGITUDE
ANOKA	T32N	R25W	S29	45.2335620	-93.4804244

RESPONSIBLE PARTIES:
The Contractor and Owner must apply for coverage under the MPCA's General Storm Water Permit for Construction Activity as required by the National Pollutant Discharge Elimination System (NPDES) Phase II program. Coverage under the permit will begin automatically 7 calendar days after the electronic submittal date or after the postmarked date of a complete application. [Longer time frames apply to sites that disturb areas greater than 50 acres.]

The Contractor shall provide one or more trained Construction SWPPP Manager(s) knowledgeable and experienced in the application of erosion prevention and sediment control BMPs that will oversee the implementation of the SWPPP, and the installation, inspection and maintenance of the erosion prevention and sediment control BMPs. A Construction SWPPP Manager must be available for an on-site inspection within 72 hours upon request by the MPCA.

The Contractor shall provide one or more trained BMP Installer(s). The BMP Installer will perform and/or supervise the installation, maintenance and repair of BMPS. At least one individual on project must be trained in these job duties.

	COMPANY	CONTACT PERSON	PHONE
OWNER:	PSD	Matt Kuker	763-427-5955
SWPPP DESIGNER:	Bolton & Menk, Inc.	Joseph D. Pelawa, P.E.	763-433-2851
CONTRACTOR:	TBD		
CONSTRUCTION SWPPP MANAGER:	TBD		
PARTY RESPONSIBLE FOR LONG TERM O&M:	PSD	Matt Kuker	763-427-5955

The SWPPP Designer and Construction SWPPP Manager must have appropriate training. Documentation showing training commensurate with the job duties and responsibilities is required to be included in the SWPPP prior to any work beginning on the site. Training documentation for the SWPPP Designer is included on this sheet. The Contractor shall attach training documentation to this SWPPP for the Construction SWPPP Manager prior to the start of construction. This information shall be kept up to date until the project NOT is filed.

ADDITIONAL COMPENSATION
Payment for all work associated with Erosion and Sediment Control shall be as described in the Project Manual. Unless otherwise authorized by the Owner no additional payment shall be made for any work required to administer and maintain the site erosion and sediment control in compliance with the Minnesota Pollution Control Agency (MPCA) - General Storm Water Permit for Construction Activity (MN R100001) including but not limited to inspection, maintenance, and removal of BMPs or addition of BMPs to accommodate Contractor phasing.

SPECIAL ENVIRONMENTAL CONSIDERATIONS:

1)	Was an environmental review required for this project or any part of a common plan of development or sale that includes all or any portion of this project?	NO
2)	Does any portion of the site have the potential to affect threatened or endangered species or their critical habitat?	NO
3)	Does any portion of this site discharge to a Calcareous fen.	NO
4)	Will any portion of the site potentially affect properties listed on the National Register of Historic Places or a known or discovered archeological site?	NO
5)	Have any Karst features have been identified in the project vicinity?	NO
6)	Is compliance with temporary or permanent stormwater management design requirements infeasible for this project?	NO
7)	Has the MN DNR promulgated "work in water restrictions" for any Public Water this site disharges to during fish spawning?	NO

GENERAL STORMWATER DISCHARGE REQUIREMENTS
All requirements listed in Part III of the Permit for the design of the permanent stormwater management system and discharge have been included in the preparation of this SWPPP. These include but are not limited to::

1. The expected amount, frequency, intensity, and duration of precipitation.
2. The nature of stormwater runoff and run-on at the site
3. Peak flow rates and stormwater volumes to minimize erosion at outlets and downstream channel and stream bank erosion.
4. The range of soil particle sizes expected to be present on the site.

BMP SUMMARY	QUANTITY	UNIT
SEDIMENT CONTROL: SILT FENCE, BIO LOGS, WOOD CHIP BERM	700	LIN FT
STORM DRAIN INLET PROTECTION	14	EACH
SEDIMENT CONTROL LOG	100	LF
STABILIZED CONSTRUCTION EXIT	1	LUMP SUM
EROSION CONTROL BLANKETS CATEGORY 3	0	SQ YD

DESCRIPTION OF CONSTRUCTION ACTIVITIES AND STORMWATER MANAGEMENT:
Construction activities include: Site final grading, Sanitary and Water extensions, Temporary erosion and sediment control, and Site permanent stabilization.

Lot 2 of the Bunker Lake Industrial Park project will include constructing new building, underground utilities, curb & gutter and parking lots for the proposed building. Drainage gathers within the site storm collection system inlets and conveyed to the industrial park regional storm pond (Pond 1). The sedimentation basin water will infiltrate with some peak flows allowed to overflow and routed along a drainage swale. The drainage swale will allow water to infiltrate and drain across the central and northern edge of the site, where it will ultimately discharge to two existing storm pipes that cross to the north of Bunker Lake Boulevard.

Existing drainage patterns and discharges are proposed to remain in pre-construction conditions. All modifications to this SWPPP shall be approved by the Engineer and remain on-site during construction.

DOCUMENT RETENTION
The following documentation will be retained for a period of not less than 3-years from the date of submittal of the NOT in compliance with Part III.E of the Permit.

1. The final SWPPP
2. Copies of all stormwater related permits required for the project
3. Records of all inspection and maintenance conducted during construction
4. Copies of all permanent operation and maintenance agreements; including all right-of-way, contracts, covenants and other binding requirements regarding perpetual maintenance, and
5. All required calculations for design of the temporary and permanent BMPs.

RECEIVING WATERS:
Receiving waters, including surface water, wetlands, Public Waters, and stormwater ponds, are identified on the USGS 7.5 min quad map within one mile of the project boundary. Receiving waters that are impaired, the impairment, and WLA are listed as follows. All specific BMPs relative to construction activities listed in this permit for special and impaired waters have been incorporated into this plan. All specific BMPs listed in approved TMDLs and those BMPs listed for construction related waste load allocations have also been incorporated.

NAME OF WATER BODY	TYPE (ditch, pond, wetland, lake, etc.)	Appendix A Special Water?	Flows to Impaired Water Within 1 Mile?	USEPA Approved TMDL?
MISSISSIPPI RIVER	RIVER	YES	YES, NOT FOR CONST	YES, NOT FOR CONST
Impairments: MERCURY				

IMPLEMENTATION SCHEDULE AND PHASING:

1) Submit SWPPP Updates to Engineer. Submittal shall include any requested changes to the SWPPP, including but not limited to: Trained Personnel, Locations for Stockpiles, Types and Locations of Erosion & Sediment Control. Failure to submit updates shall be considered acceptance of the SWPPP as designed with no changes.
2) Install perimeter sediment control, inlet protection, and construction exit.
3) Rough grade site.
4) Construct sedimentation basin and drainage. Install sediment control to ensure sediment does not leave site.
5) Add additional temporary BMPs as necessary during construction based on inspection reports and construction activities.
5) Stabilize site.
6) Ensure final stabilization measures are complete.
7) Submit Notice of Termination (NOT) to MPCA within 30 days of final stabilization.

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www.bolton-menk.com

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1	JDP	8/17/2017

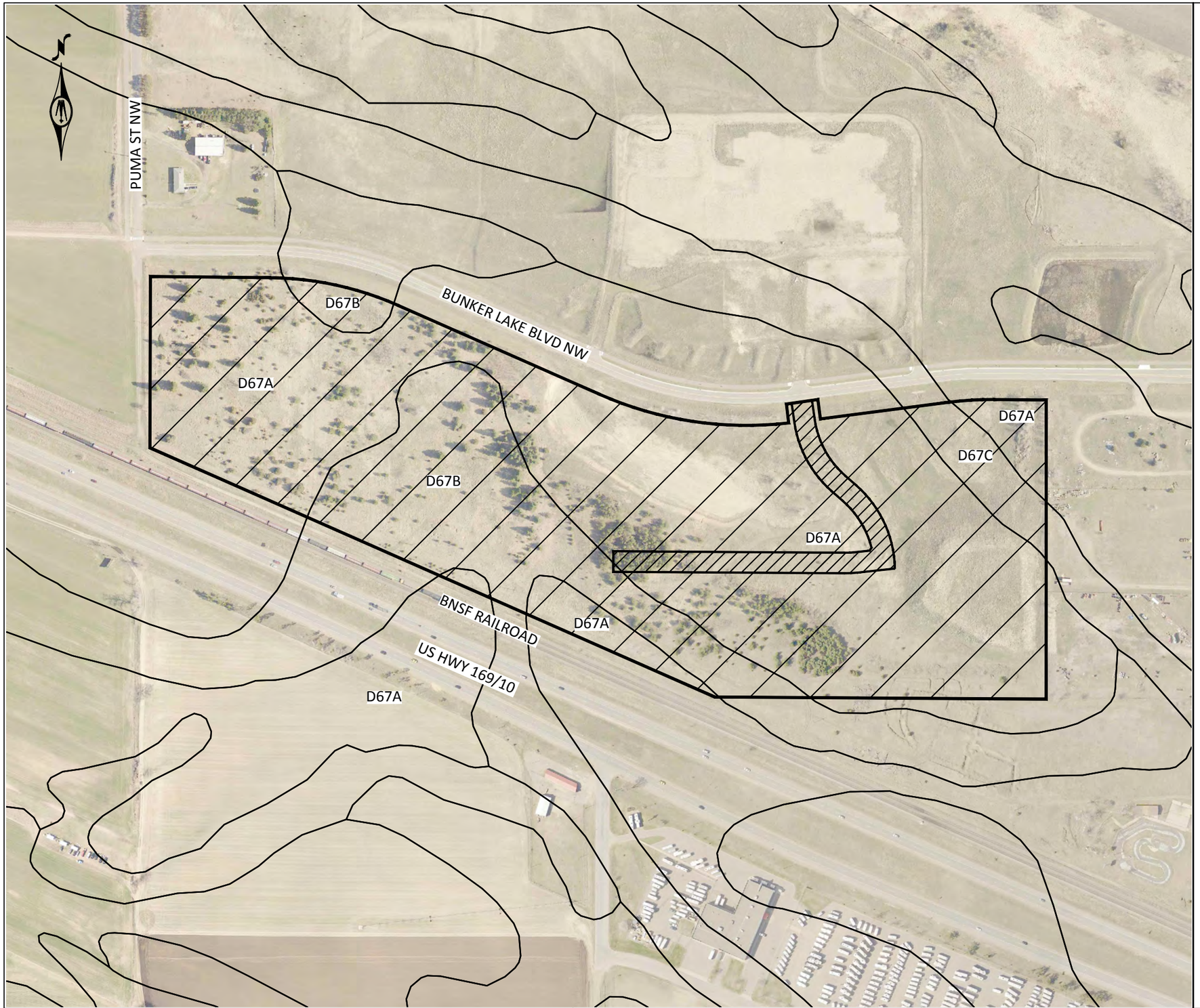
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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
STORM WATER POLLUTION PROTECTION PLAN

SHEET C2.01



LEGEND

PROJECT BOUNDARY

D67A — SOIL TYPE AND BOUNDARY

SOIL TYPE SUMMARY

Map Unit Symbol	Soil Name	Hyd. Soil Group	Erodibility
MUSYM	MUNAME	HYDGRP	MUHELCL
D67A	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 0 TO 2 PERCENT SLOPES	A	NHEL
D67B	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 2 TO 6 PERCENT SLOPES	A	NHEL
D67C	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 6 TO 12 PERCENT SLOPES	A	PHEL

NHEL - Not Highly Erodible Land
PHEL - Potentially Highly Erodible Land
HEL - Highly Erodible Land

LOCATION OF SWPPP REQUIREMENTS IN PROJECT PLAN

DESCRIPTION	SHEET NO.
SITE MAP	C2.06
DIRECTION OF FLOW	C2.04
FINAL STABILIZATION	C2.04 & L1.01
SOILS	C2.02
DRAINAGE STRUCTURES	C4.01
DRAINAGE TABULATION	NA
STORM SEWER PLAN/PROFILE SHEETS	C5.01
EROSION & SEDIMENT CONTROL DETAILS	C2.05
EROSION CONTROL TABULATION	C2.01
TURF ESTABLISHMENT TABULATION	C2.01
NARRATIVE & NOTES	C2.01 - C2.03

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Joseph D. Pelawa
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DRAWN	KGA
CHECKED	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
STORM WATER POLLUTION PROTECTION PLAN

SHEET C2.02

Information contained in this SWPPP narrative sheet summarizes requirements of the GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM PROGRAM - Permit No: MN RI0000I as they apply to this project. All provisions of the permit including those not specifically cited herein shall apply to this project. The Contractor is responsible to be familiar with and comply with all conditions of the permit. The full text of the permit is available at: http://www.pca.state.mn.us/index.php/water/water-types-and-programs/stormwater/construction-stormwater/mpca-to-re-issue-construction-stormwater-general-permit.html

SWPPP AMENDMENTS

Permittee must amend SWPPP as necessary to include additional requirements to correct problems identified or address the following situations.

1. There is a change in design, construction, operation, maintenance, weather or seasonal conditions.
2. Inspections or investigations by site owner or operators, USEPA or MPCA officials determine the SWPPP is not minimizing discharge of pollutants to surface waters or underground waters or discharges are causing water quality standard exceedances.
3. The SWPPP is not achieving the objectives of minimizing pollutants in stormwater discharges associated with construction activity, or the SWPPP is not consistent with the terms and conditions of the permit.
4. The MPCA determines that the project's stormwater discharges may cause, have reasonable potential to cause, or contribute to non-attainment of any applicable water quality standard, or the SWPPP does not incorporate the applicable requirements of the permit.

EROSION PREVENTION PRACTICES

The location of areas not to be disturbed must be delineated on the project before site work begins.

Disturbance on steep slopes (>33.3%) shall be minimized. Where required, techniques such as phasing and stabilizing practices designed for steep slopes shall be used.

All exposed soils must be stabilized as soon as possible, but in no case later than 7 days after the construction activity has temporarily or permanently ceased.

For public waters that have been promulgated "work in water restrictions" during fish spawning time frames, all exposed soil areas that are within 200 feet of the water's edge, and drain to these waters must complete stabilization within 24-hours during the time period.

Stormwater conveyance channels shall be routed around unstabilized areas. Erosion controls and velocity dissipation devices shall be used at outlets within and along the length of any constructed conveyance channel.

The normal wetted perimeter of all ditches or swales, including storm water management pond slopes, that drain waters from the site must be stabilized within 200' of any property edge or discharge point, including storm sewer inlets, within 24 hours of connection.

Stabilization of the remaining portions of any temporary or permanent ditches or swales within 7 calendar days after connecting to a surface water or property edge and construction in that portion of the ditch has temporary or permanently ceased.

Temporary or permanent ditches or swales used as sediment containment during construction do not need to be stabilized during temporary period of use and shall be stabilized within 24 hours after no longer used as sediment containment.

Mulch, hydromulch, tackifier, or similar practice shall not be used in any portion of a temporary or permanent drainage ditch. Refer to erosion and sediment control plan for temporary and permanent stabilization measures for ditches and swales.

Stormwater discharges shall be directed to vegetated areas where feasible. Velocity dissipation devices shall be used at discharge point.

Phased construction will be used to extent practical or as indicated in the plans to minimize exposed soils.

Rapid stabilization shall be of type and quantity indicated in the project specifications. Additional rapid stabilization may be necessary to minimize erosion throughout the duration of the project. Type and quantity shall be determined by the engineer or inspector prior to installation. In extreme cases, the contractor shall use any available rapid stabilization to immediately mitigate erosion, then further remedy the situation with approval by owner or engineer.

SEDIMENT CONTROL PRACTICES

Practices must be established on all down gradient perimeters and be located up gradient of any buffer zones. Perimeter controls must be in place before up gradient land- disturbing activities begin and shall remain in place until final stabilization.

All sediment controls practices shall be re-installed if they have been adjusted or removed to accommodate short-term activities and replaced immediately after the short term activity has ceased. Short term activities shall be performed as quickly as possible. Sediment control practices shall be re-installed even before the next precipitation event if the activity is not complete.

All storm drains must be protected by appropriate BMPs during construction until all sources to the inlet have been stabilized. Inlet protection may be removed for specific safety concerns identified by the Permittee or jurisdictional authority. The removal shall be documented in the SWPPP and retained on site. Temporary stockpiles must have silt fence or other effective sediment controls and shall not be placed in surface waters or natural buffers.

Vehicle tracking BMPs shall be installed to minimize track out of sediment from the construction site. Method shall be approved by engineer prior to commencement of construction activities. Street sweeping shall be used if vehicle tracking BMPs are not adequate to prevent sediment from being tracked onto the street.

Soil compaction shall be minimized and topsoil shall be preserved, unless infeasible or if construction activities dictate soil compaction or topsoil stripping.

A 50 foot natural buffer, or redundant BMPs (where a buffer is infeasible) must be maintained when a surface water is located within 50 feet of disturbance activities and site runoff flows to the surface water.

If polymers, flocculants, or other sedimentation treatment chemicals are used on site, 1) conventional erosion and sediment controls shall be sowed prior to chemical placement, 2) chemicals shall be chosen based on soil types, and expected turbidity, pH, and flow rate of stormwater flowing into the treatment system, and 3) chemicals shall be used with accepted engineering practices and dosing specifications.

TEMPORARY SEDIMENTATION BASINS

The temporary sedimentation basin shall be constructed and made operational prior to disturbance of 10 or more acres draining to a common location.

Temporary sedimentation basins are required prior to runoff leaving the construction site or entering surface waters when 10 or more acres of disturbed soils drain to a common location. The basin must provide 3,600 cubic feet of "storage below the outlet per acre drained. If hydraulic calculations are available, the temporary sedimentation basin must provide a storage volume equivalent to the 2-year, 24-hour storm, but in no case less than 1800 cubic feet per acre drained. The temporary sedimentation basin must be constructed and made operational concurrent with the start of soil disturbance up gradient of the pond. The temporary sedimentation basin shall be designed to prevent short circuiting. The outfall shall be designed to remove floatable debris, allow for complete drawdown of the pond for maintenance activities, and have energy dissipation. The emergency spillway shall be stabilized.

Temporary sedimentation basins shall be situated outside of surface waters and any required buffer zone, and must be designed to avoid draining wetlands, unless the impact is in compliance with the requirements of this permit.

Excessive sediment-laden water that is not properly filtered will not be permitted to discharge from site.

DEWATERING AND BASIN DRAINING

Turbid or sediment-laden waters related to dewatering or basin draining shall be discharged to a temporary or permanent sedimentation basin on the project site unless infeasible. The temporary or permanent basin may discharge to surface waters if the basin water has been visually checked to ensure adequate treatment has been obtained in the basin and that the nuisance conditions will not result from the discharge. Discharge points shall be adequately protected from erosion and proper velocity dissipation provided.

All water from dewatering or basin-draining activities must be discharged in a manner that does not cause nuisance conditions, erosion in the receiving channels or on down slope properties, or inundation in wetlands causing significant adverse impacts to the wetland.

If filters with backwash waters are used, the backwash water shall be hauled away for disposal, returned to the beginning of the treatment process, or incorporated into site in a manner that does not cause erosion. Backwash water may be discharged to sanitary sewer if permission is granted by the sanitary sewer authority.

POLLUTION PREVENTION

Building products that have the potential to leach pollutants must be under cover to prevent discharge or protected by an effective means designed to minimize contact with stormwater.

Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials must be under cover.

Hazardous materials and toxic waste must be properly stored in sealed containers to prevent spills, leaks or other discharge. Restricted access storage areas must be provided to prevent vandalism.

Solid waste must be stored, collected and disposed of in compliance with Minn. R. CH 7035.

Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. CH 7041.

Discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded shall be prevented using drip pans or absorbents. Supplies shall be available at all times to clean up discharged materials and that an appropriate disposal method must be available for recovered spilled materials.

Exterior vehicle or equipment washing on the project site shall be limited to a defined area of the site. Runoff from the washing area shall be contained in a sediment basin or other similarly effective controls and waste from the washing activity must be properly disposed of. No engine degreasing is allowed on site. Effective containment for all liquid and solid wastes generated by concrete and other washout operations related to construction activity shall be effectively contained. Liquid and solid washout waste shall not contact the ground, and containment must be designed so that it does not result in runoff from the washout operations or areas. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.

INFESTED WATERS:

MN DNR permits are not valid for work in waters that are designated as infested waters unless accompanied by an Infested Waters Permit or written notification has been obtained from MN DNR stating that such permit is not required. There is no exception for pre-existing permits. If a MN DNR Permit has been issued for the project and the water is later designated as infested, the Contractor shall halt all work covered by the MN DNR Permit until until such time as an Infested Waters Permit is obtained or that written notification is obtained stating that such permit is not required.

INSPECTION & MAINTENANCE

A trained person shall routinely inspect the entire construction site at least once every 7 days during active construction and within 24-hours after a rainfall event greater than 0.5 inches in 24 hours. Following an inspection that occurs within 24-hours after a rainfall event, the next inspection must be conducted within 7 days.

All inspections and maintenance conducted during construction must be recorded within 24 hours in writing and records must be retained with the SWPPP. Inspection report forms are available in the Project Specifications. Inspection report forms other than those provided shall be approved by the engineer.

Where parts of the project site have permanent cover, but work remains on other parts of the site, inspections may be reduced on these areas to once per month.

Where the site has permanent cover on all exposed areas and no construction activity is occurring anywhere on site, the site must be inspected during non-frozen conditions at least once per month for 12 months. Following the 12th month of permanent cover and no construction activity, inspections shall be terminated until construction activity resumes or notification from MPCA has been issued that erosion has been detected at the site.

During frozen ground conditions, inspections may be suspended and shall resume within 24 hours after runoff occurs or 24 hours prior to resuming construction activity, whichever is first.

Inspection and maintenance shall resume until another Permittee has obtained coverage under this Permit or the project has undergone Final Stabilization, and an NOT has been submitted.

All erosion prevention and sediment control BMPs shall be inspected to ensure integrity and effectiveness during all routine and post-rainfall inspections. All non-functioning BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access.

All perimeter control devices must be repaired, replaced, or supplemented when they become non-functional or the sediment reaches one-half (1/2) of the height of the device. These repairs must be made by the end of the next business day after discovery, or as soon as field conditions allow.

Temporary and permanent sediment basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches one-half (1/2) the storage volume. Drainage and sediment removal must be completed within 72 hours of discovery, or as soon as field conditions allow.

Surface waters, including drainage ditches and conveyance systems, must be inspected for erosion and sediment deposition during each inspection. All deltas and sediment deposited in drainage ways, catch basins, and other drainage systems shall be removed. The removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints. The Permittee is responsible for obtaining all applicable permits prior to conducting any work in surface waters.

Construction site vehicle exit locations must be inspected for evidence of off-site sediment tracking onto paved surfaces. Tracked sediment must be removed from all paved surfaces both on and off site within 24-hours of discovery, or if applicable, within a shorter time to comply with the permit.

Streets and other areas adjacent to the project must be inspected for evidence of off-site accumulations of sediment. If sediment is present, it must be removed in a manner and at a sufficient frequency to minimize off-site impacts.

All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and that equipment is not being driven across the infiltration area.

FINAL STABILIZATION

Final Stabilization is not complete until all of the following requirements have been met:

1. All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70% of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
2. Permanent stormwater management system is constructed, meets all requirements of the Permit, and is operating as designed. Temporary or permanent sedimentation basins that are to be used as permanent water quality management basins have been cleaned of any accumulated sediment. All sediment has been removed from conveyance systems, and ditches are stabilized with permanent cover.
3. All temporary synthetic and structural erosion prevention and sediment control BMPs have been removed. BMPs designed to decompose on site may be left in place.
4. For residential construction only, individual lots are considered finally stabilized if the structure(s) are finished, temporary erosion protection and down gradient perimeter control has been completed and the residence has been sold to the homeowner. Also, the "Homeowner Fact Sheet" has been provided to the homeowner

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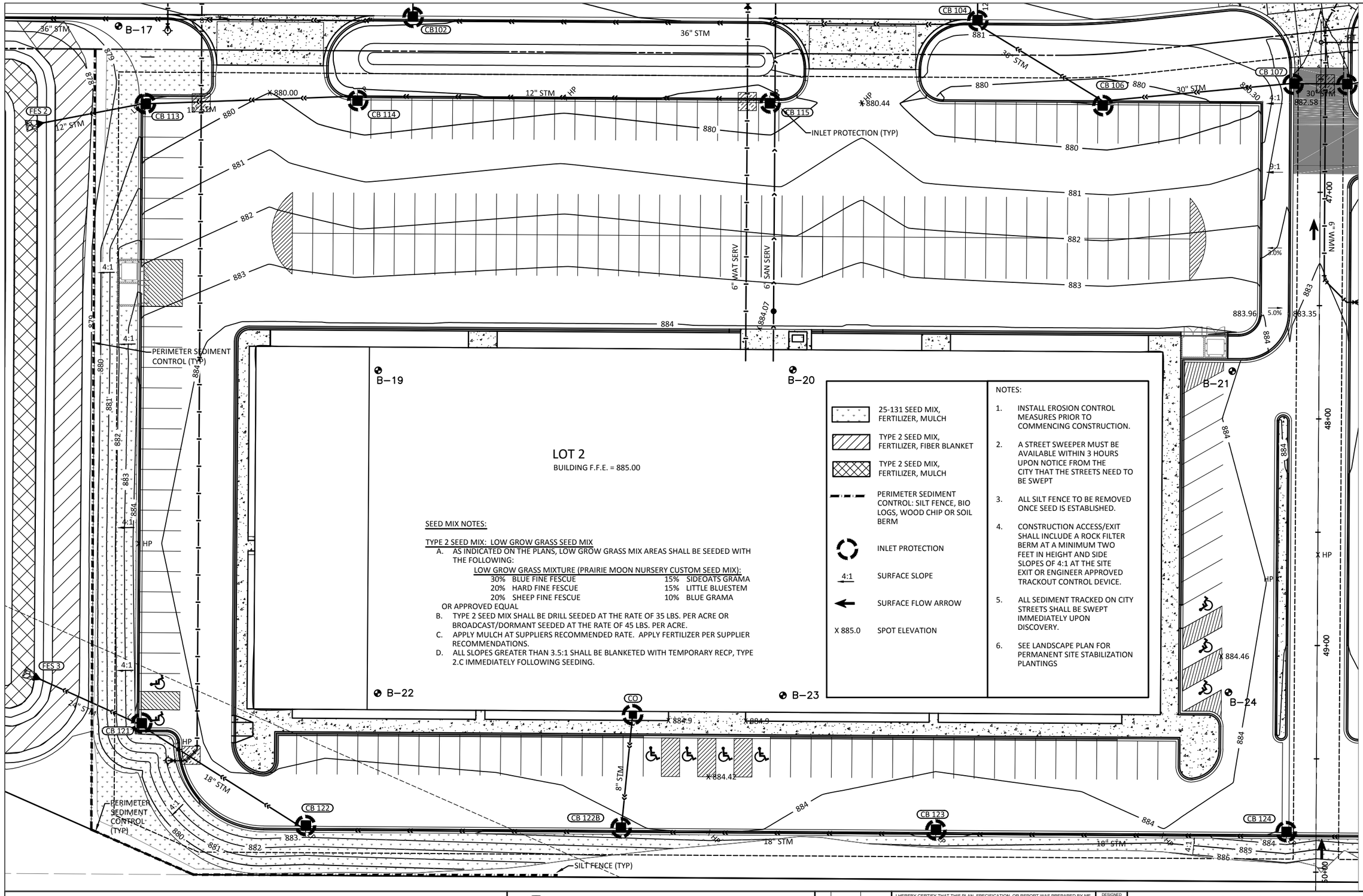
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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

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DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
STORM WATER POLLUTION PROTECTION PLAN

SHEET C2.03



25-131 SEED MIX, FERTILIZER, MULCH

TYPE 2 SEED MIX, FERTILIZER, FIBER BLANKET

TYPE 2 SEED MIX, FERTILIZER, MULCH

PERIMETER SEDIMENT CONTROL: SILT FENCE, BIO LOGS, WOOD CHIP OR SOIL BERM

INLET PROTECTION

4:1 SURFACE SLOPE

SURFACE FLOW ARROW

X 885.0 SPOT ELEVATION

NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
2. A STREET SWEEPER MUST BE AVAILABLE WITHIN 3 HOURS UPON NOTICE FROM THE CITY THAT THE STREETS NEED TO BE SWEPT
3. ALL SILT FENCE TO BE REMOVED ONCE SEED IS ESTABLISHED.
4. CONSTRUCTION ACCESS/EXIT SHALL INCLUDE A ROCK FILTER BERM AT A MINIMUM TWO FEET IN HEIGHT AND SIDE SLOPES OF 4:1 AT THE SITE EXIT OR ENGINEER APPROVED TRACKOUT CONTROL DEVICE.
5. ALL SEDIMENT TRACKED ON CITY STREETS SHALL BE SWEPT IMMEDIATELY UPON DISCOVERY.
6. SEE LANDSCAPE PLAN FOR PERMANENT SITE STABILIZATION PLANTINGS

SEED MIX NOTES:

TYPE 2 SEED MIX: LOW GROW GRASS SEED MIX

A. AS INDICATED ON THE PLANS, LOW GROW GRASS MIX AREAS SHALL BE SEEDED WITH THE FOLLOWING:

LOW GROW GRASS MIXTURE (PRAIRIE MOON NURSERY CUSTOM SEED MIX):

30%	BLUE FINE FESCUE	15%	SIDEOATS GRAMA
20%	HARD FINE FESCUE	15%	LITTLE BLUESTEM
20%	SHEEP FINE FESCUE	10%	BLUE GRAMA

OR APPROVED EQUAL

B. TYPE 2 SEED MIX SHALL BE DRILL SEEDED AT THE RATE OF 35 LBS. PER ACRE OR BROADCAST/DORMANT SEEDED AT THE RATE OF 45 LBS. PER ACRE.

C. APPLY MULCH AT SUPPLIERS RECOMMENDED RATE. APPLY FERTILIZER PER SUPPLIER RECOMMENDATIONS.

D. ALL SLOPES GREATER THAN 3.5:1 SHALL BE BLANKETED WITH TEMPORARY RECP, TYPE 2.C IMMEDIATELY FOLLOWING SEEDING.

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SCALE FEET

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RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
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REV	ISSUED FOR	DATE

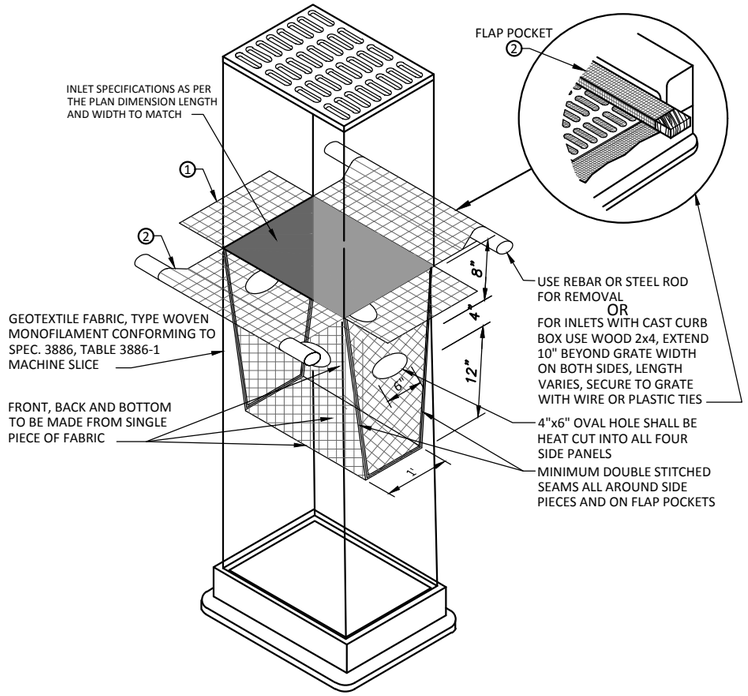
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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
LOT 2 EROSION CONTROL PLAN

SHEET C2.04



NOTES:
INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER. MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENTS EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL IN THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

① FINISHED SIZE, INCLUDING POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

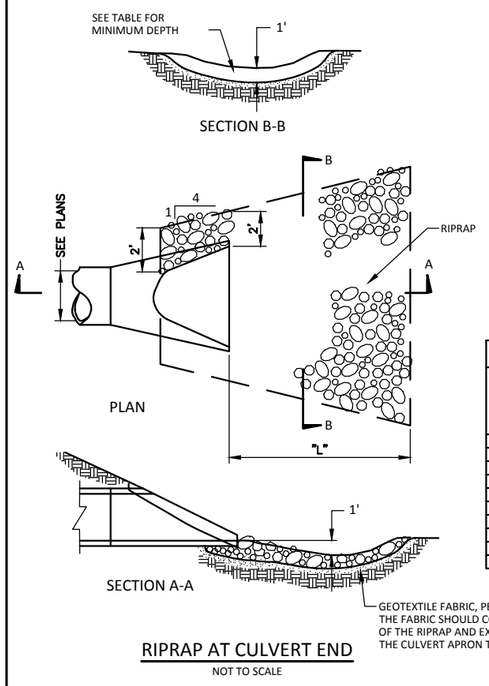
② FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2x4.

INSTALLATION NOTES:
DO NOT INSTALL PROTECTION IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

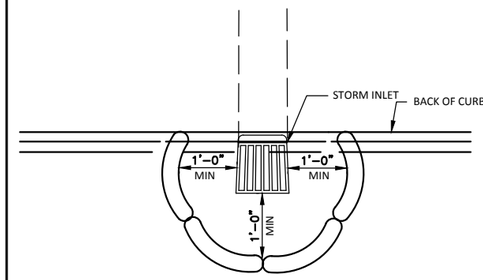
THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

INLET PROTECTION GEOTEXTILE BAG

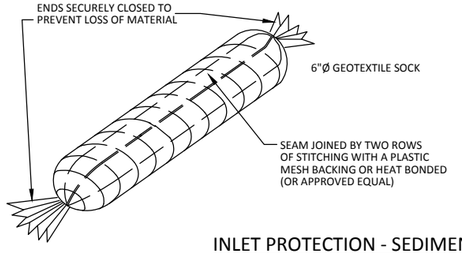


DIA OF ROUND PIPE (IN)	L (FT)	CLASS II d50=6" 12" DEPTH RIPRAP (CU YD)	CLASS III d50=9" 18" DEPTH RIPRAP (CU YD)	CLASS IV d50=12" 24" DEPTH RIPRAP (CU YD)
12	8	5	8	10
15	8	5	8	10
18	10	6	10	15
21	10	8	15	15
24	12	10	15	20
27	12	10	15	20
30	14	15	20	25
36	16	18	25	30
42	18	20	30	40
48	20	20	40	50

RIPRAP AT CULVERT END
NOT TO SCALE

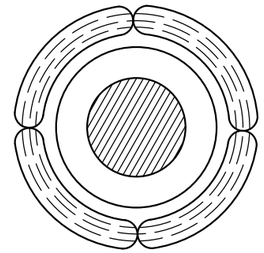


NOTE:
THIS INLET PROTECTION IS USED DURING ROUGH GRADING AND REMAIN UNTIL TURF ESTABLISHMENT

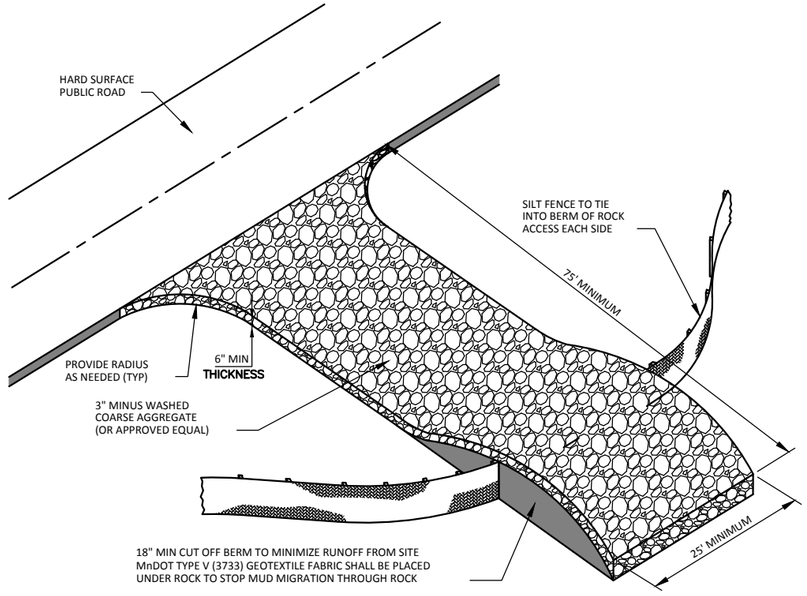


INLET PROTECTION - SEDIMENT CONTROL LOG
NOT TO SCALE

PAYMENT SHALL INCLUDE ALL MATERIALS, FILLING OF LOG, PLACEMENT, MAINTENANCE & REMOVAL; 80% OF BID PRICE SHALL BE PAID UPON PROPER PLACEMENT WITH THE FINAL 20% PAID UPON REMOVAL

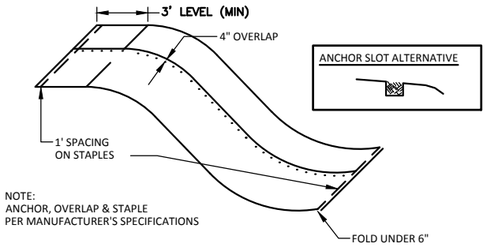


INLET PROTECTION

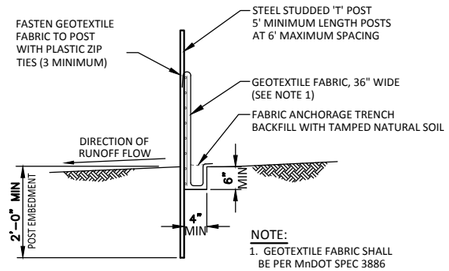


ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE

* ALTERNATIVE TRACK OUT DEVICES ALLOWED WITH ENGINEER REVIEW



EROSION CONTROL BLANKET INSTALLATION
NOT TO SCALE



SILT FENCE - HEAVY DUTY
NOT TO SCALE

NOTE: DETAILS NOT TO SCALE

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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
EROSION CONTROL DETAILS

SHEET C2.05

B-17
B618 CONCRETE CURB & GUTTER. TRANISTION TO B612 AT END OF RADIUS. TYP BOTH SIDES
CB102
CB 104
B618 CONCRETE CURB & GUTTER. TRANISTION TO B612 AT END OF RADIUS. TYP BOTH SIDES
B618 CONCRETE CURB & GUTTER. TRANISTION TO B612 AT END OF RADIUS. TYP BOTH SIDES
B612 CONCRETE CURB & GUTTER
CB 107
CB 106
CB 108
CB 113
CB 114
CB 115
21
15
88
28
42
22
12
LOT 2
BUILDING F.F.E. = 885.00
LOT 1
RIBBON CURB AT FRONT OF TRASH ENCLOSURE. V-CURB THREE SIDES OF TRASH PAD. SEE DETAIL SHEET C1.01 (TYP)
RIBBON CURB AT FRONT OF TRASH ENCLOSURE. V-CURB THREE SIDES. SEE DETAIL SHEET C1.01 (TYP)
B612 OUTFALL CURB. SEE DETAIL SHEET C1.01
TAPER CURB DOWN TO MATCH CONCRETE PAVEMENT. TYP BOTH SIDES
6" WAT SERV
6" SAN SERV
6" WMN
B-19
B-20
B-21
B-22
B-23
B-24
FES 3
CB 121
CB 122
CB 122B
CB 123
CB 124
CO
GB
B612 OUTFALL CURB. SEE DETAIL SHEET C1.01
B612 CONCRETE CURB & GUTTER
CONCRETE CROSS GUTTER
KNOCKDOWN & OUTFALL CURB. SEE DETAIL SHEET C1.01
B612 OUTFALL CURB. SEE DETAIL SHEET C1.01
KNOCKDOWN & OUTFALL CURB. SEE DETAIL SHEET C1.01
NOTE: CONSTRUCT PED RAMP. TAPER CURB DOWN TO BITUMINOUS ELEVATION. FORWARD SLOPE NOT TO EXCEED 8.3%
NOTE: TRANSITION PAVEMENT UP AT 5.3% FOR 9'. BACK OF CURB ELEVATIONS REMAINS CONSTANT THOUGHOUT TRANSITION. SEE GRADING PLAN FOR GRADES AND ELEVATIONS.
NOTE: TRANSITION PAVEMENT UP AT 5.3% FOR 9'. BACK OF CURB ELEVATIONS REMAINS CONSTANT THOUGHOUT TRANSITION. SEE GRADING PLAN FOR GRADES AND ELEVATIONS.
47+00
49+00
48+00
50+00
26' F-F
400'
350'
160'
76'
69'
18.2'

LEGEND

- CONCRETE
- PAVEMENT SECTION (HD)
- PAVEMENT SECTION (LD)
- KNOCKDOWN OUTFALL CURB
- OUTFALL CURB
- INFALL CURB

NOTE:

ALL CURB AND GUTTER IN LOT 2 IS B612 UNLESS OTHERWISE NOTED

ALL CURB DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

CURB RADII ARE MEASURED AT BACK OF CURB.

SCALE 0 20 40 FEET

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REV	ISSUED FOR	DATE
1	JDP	8/17/2017

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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
LOT 2 SITE IMPROVEMENTS

SHEET C2.06

147TH LN NW

POND 1
HWL = 875.2
NWL = 874.0
POND BOT = 873.0

UTILITY ACCESS ROAD

LOT 2
BUILDING F.F.E. = 885.00

B–17 B–19 B–20 B–21 B–22 B–23 B–24

LEGEND

NOTE:
ALL ELEVATIONS ARE TO TOP BACK OF CURB UNLESS OTHERWISE NOTED.

X 884.00 (LP)	ELEVATION LOW POINT
X 884.00 (HP)	ELEVATION HIGH POINT
X 884.00 (C)	GROUND ELEVATION CONCRETE
X 884.00 (TC)	TOP OF CURB ELEVATION
X 884.00 (B)	BITUMINOUS SURFACE ELEVATION

SURFACE DRAINAGE DIRECTION
KNOCKDOWN OUTFALL CURB
OUTFALL CURB
INFALL CURB

NOTES:

1. SEE STORM SEWER ON SHEET C4.01 AND C5.01
2. A STREET SWEEPER MUST BE AVAILABLE WITHIN 3 HOURS UPON NOTICE FROM THE CITY THAT THE STREETS NEED TO BE SWEPT

SCALE 0 30 60 FEET

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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
LOT 2 GRADING PLAN

SHEET C3.01

147th LANE NW

36" STM

CB102

36" STM

CB 104

12"

36" STM

ST 46+33.83

CB 107

CB 106

30" STM

30" STM

CB108

BULKHEAD
STORM PIPE

FES 2

12" STM

CB 113

12" STM
CONNECT TO EXISTING
WATERMAIN STUB AT
RIGHT-OF-WAY LINE

CB 114

12" STM

CB 115

CONNECT TO EXISTING WATER
SERVICE STUB AT RIGHT-OF WAY LINE

CONNECT TO EXISTING SANITARY SEWER
SERVICE STUB AT RIGHT-OF WAY LINE

CONNECT TO EXISTING STORM SEWER
AT RIGHT-OF WAY LINE

309 LF 6" WMN HYDRANT LEAD

136 LF 6" WATER SERVICE

136 LF 6" SANITARY SEWER SERVICE

47+00

WATERMAIN AND HYDRANT INSTALLED
BY OTHERS WITH STREET
IMPROVEMENTS

CO

ELECTRIC TRANSFORMER PAD

POND 1

48+00

CONSTRUCTION
LIMIT LINE

LEGEND

CO — SANITARY SEWER SERVICE

WATERMAIN

STORM SEWER

INSULATION

LOT 2

BLDG F.F.E. = 885.0

49+00

FES 3

OU

24" STM

OU

CB 121

F&I:
1 EA HYDRANT
1 EA 6" GV & BOX
2 EA 6" 45° BENDS
GR EL. 883.20

OU

18" STM

OU

CB 122

CO

8" STM

CB 122B

CB 123

CB 124

18" STM

18" STM

15" STM

F&I:
8 LF 15" STM @ 0.28%
BULKHEAD END

50+00

EOP 50+04.32

WIRE

0 20 40
SCALE FEET

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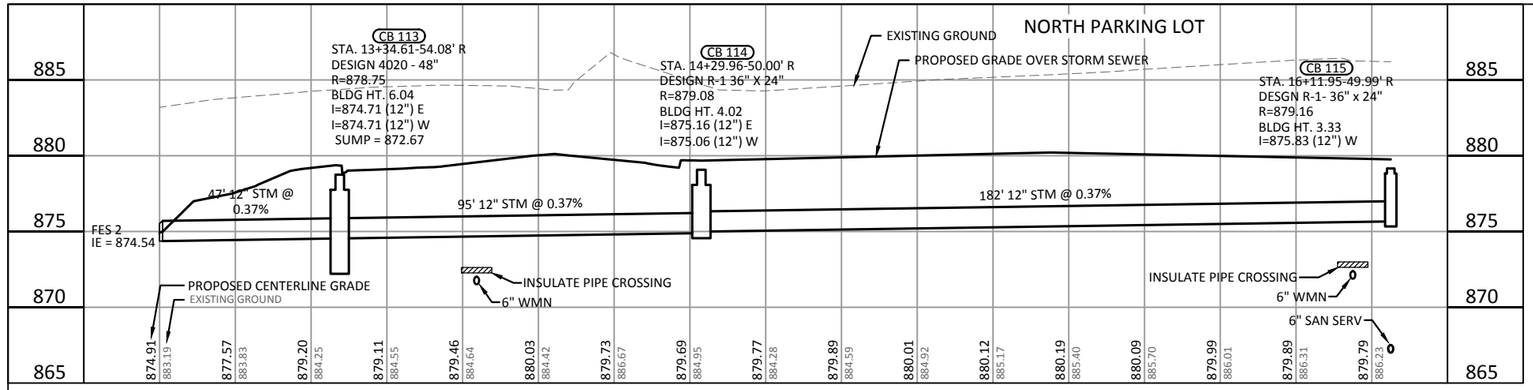
DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

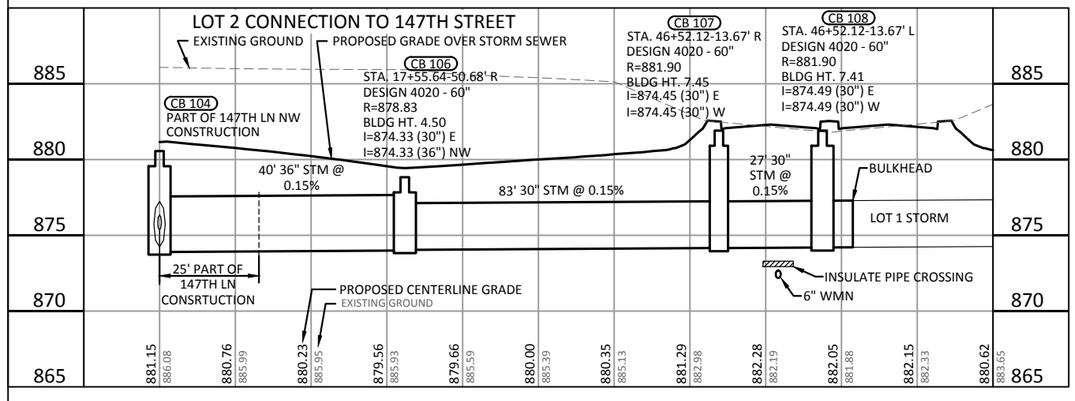
PSD, LLC. RAMSEY, MINNESOTA

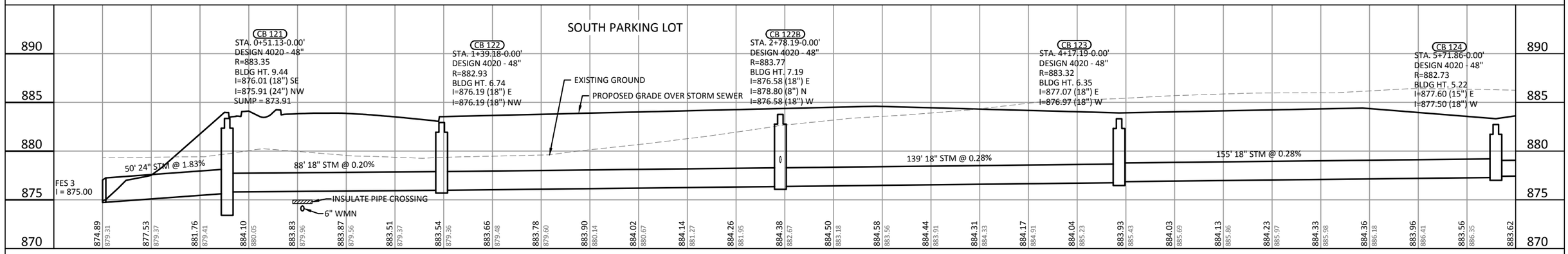
BUNKER LAKE INDUSTRIAL PARK - LOT 2

LOT 2 UTILITY PLAN

SHEET C4.01







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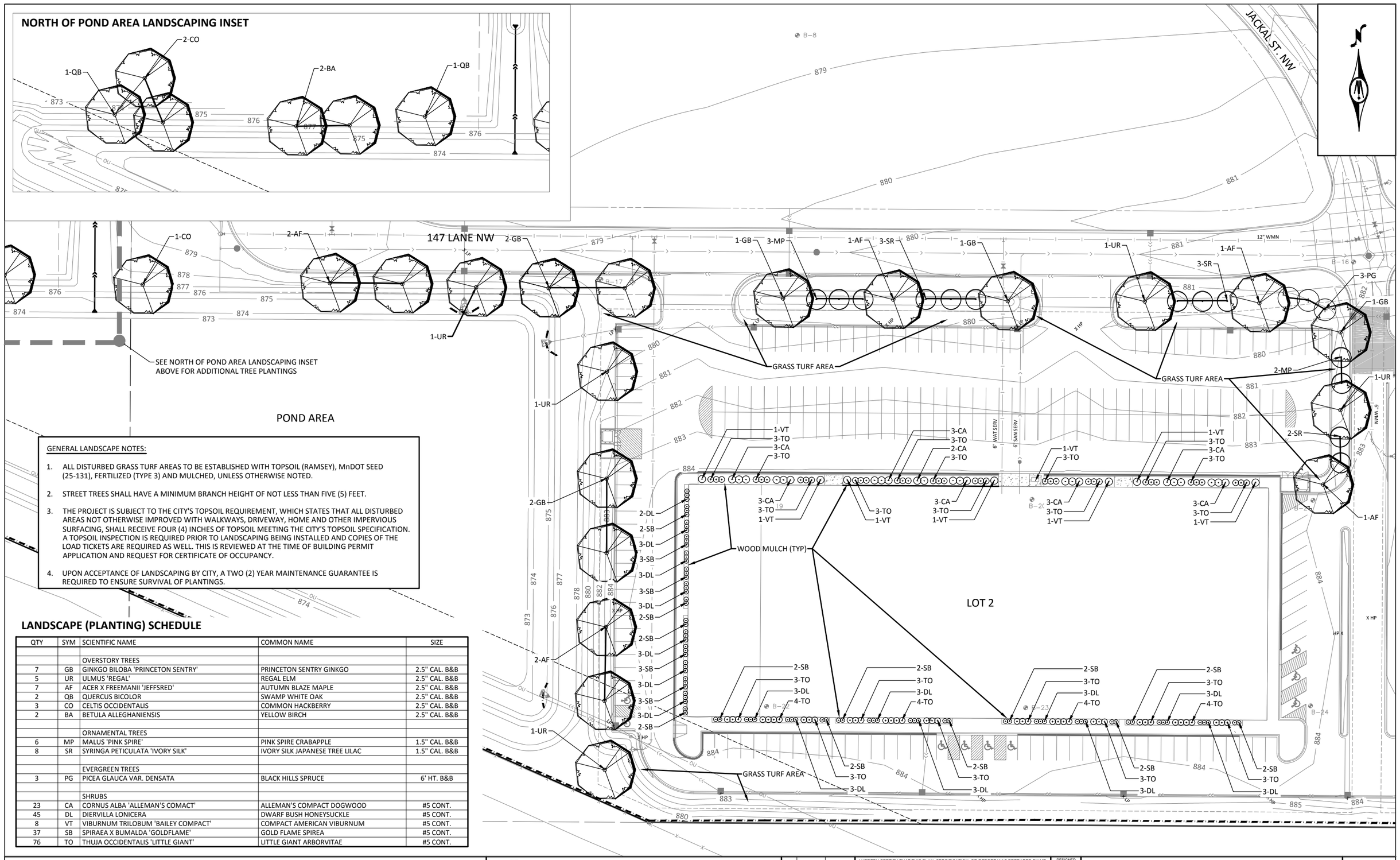
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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED	DRAWN	CHECKED
KPB	KGA	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
LOT 2 STORM LEADS

SHEET
C5.01



GENERAL LANDSCAPE NOTES:

1. ALL DISTURBED GRASS TURF AREAS TO BE ESTABLISHED WITH TOPSOIL (RAMSEY), MnDOT SEED (25-131), FERTILIZED (TYPE 3) AND MULCHED, UNLESS OTHERWISE NOTED.
2. STREET TREES SHALL HAVE A MINIMUM BRANCH HEIGHT OF NOT LESS THAN FIVE (5) FEET.
3. THE PROJECT IS SUBJECT TO THE CITY'S TOPSOIL REQUIREMENT, WHICH STATES THAT ALL DISTURBED AREAS NOT OTHERWISE IMPROVED WITH WALKWAYS, DRIVEWAY, HOME AND OTHER IMPERVIOUS SURFACING, SHALL RECEIVE FOUR (4) INCHES OF TOPSOIL MEETING THE CITY'S TOPSOIL SPECIFICATION. A TOPSOIL INSPECTION IS REQUIRED PRIOR TO LANDSCAPING BEING INSTALLED AND COPIES OF THE LOAD TICKETS ARE REQUIRED AS WELL. THIS IS REVIEWED AT THE TIME OF BUILDING PERMIT APPLICATION AND REQUEST FOR CERTIFICATE OF OCCUPANCY.
4. UPON ACCEPTANCE OF LANDSCAPING BY CITY, A TWO (2) YEAR MAINTENANCE GUARANTEE IS REQUIRED TO ENSURE SURVIVAL OF PLANTINGS.

LANDSCAPE (PLANTING) SCHEDULE

QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SIZE
		OVERSTORY TREES		
7	GB	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	2.5" CAL. B&B
5	UR	ULMUS 'REGAL'	REGAL ELM	2.5" CAL. B&B
7	AF	ACER X FREEMANII 'JEFFSRED'	AUTUMN BLAZE MAPLE	2.5" CAL. B&B
2	QB	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5" CAL. B&B
3	CO	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2.5" CAL. B&B
2	BA	BETULA ALLEGHANIENSIS	YELLOW BIRCH	2.5" CAL. B&B
		ORNAMENTAL TREES		
6	MP	MALUS 'PINK SPIRE'	PINK SPIRE CRABAPPLE	1.5" CAL. B&B
8	SR	SYRINGA PETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	1.5" CAL. B&B
		EVERGREEN TREES		
3	PG	PICEA GLAUCA VAR. DENSATA	BLACK HILLS SPRUCE	6' HT. B&B
		SHRUBS		
23	CA	CORNUS ALBA 'ALLEMAN'S COMACT'	ALLEMAN'S COMPACT DOGWOOD	#5 CONT.
45	DL	DIERVILLA LONICERA	DWARF BUSH HONEYSUCKLE	#5 CONT.
8	VT	VIBURNUM TRILOBUM 'BAILEY COMPACT'	COMPACT AMERICAN VIBURNUM	#5 CONT.
37	SB	SPIRAEA X BUMALDA 'GOLDFLAME'	GOLD FLAME SPIREA	#5 CONT.
76	TO	THUJA OCCIDENTALIS 'LITTLE GIANT'	LITTLE GIANT ARBORVITAE	#5 CONT.

0 30 60
SCALE FEET

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JONATHAN D. NELSEN
LIC. NO. 53433 DATE 08/04/2017

DESIGNED JDN
DRAWN JDN
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
LANDSCAPE RESTORATION PLAN

SHEET L1.01

PSD, LLC

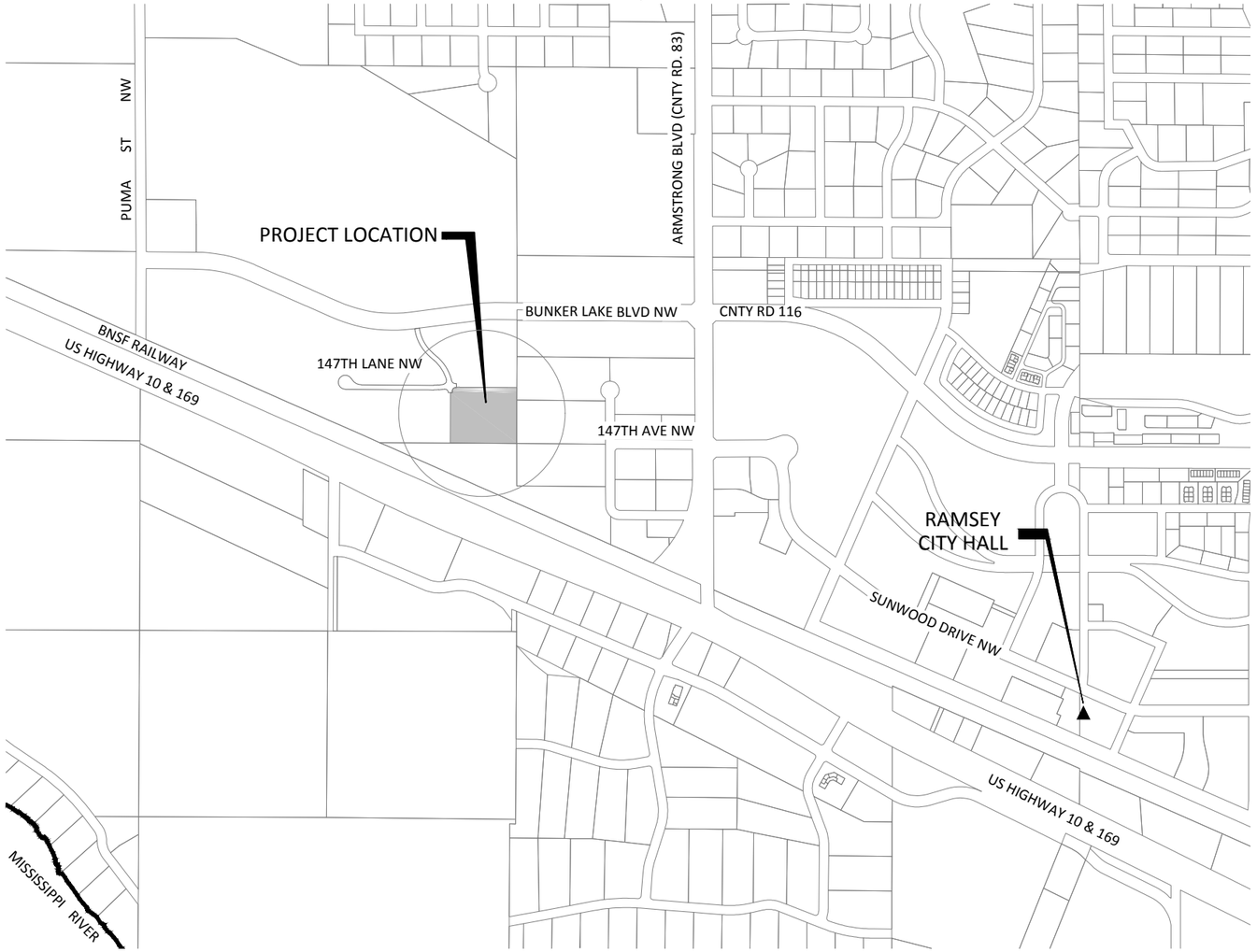
CIVIL CONSTRUCTION PLANS FOR

BUNKER LAKE BUSINESS PARK - LOT 1 SITE IMPROVEMENTS

RAMSEY, MINNESOTA

GRADING, SANITARY SEWER, WATERMAIN, STORM SEWER, AGGREGATE BASE,
PEDESTRIAN CURB RAMPS, CONCRETE SIDEWALK, & BITUMINOUS SURFACING.

AUGUST, 2017



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SCALE FEET

MAP OF THE
CITY OF RAMSEY
ANOKA COUNTY, MN

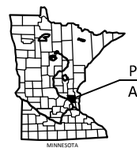
SHEET INDEX

SHEET NO.	
	GENERAL
G0.01	TITLE
G0.02	LEGEND
	EXISTING CONDITIONS & REMOVALS
C0.01	EXISTING CONDITIONS
	TYPICAL SECTIONS & DETAILS
C1.01	TYPICAL SECTIONS
C1.02	DETAILS
	EROSION CONTROL
C2.01 - C2.03	STORMWATER POLLUTION PREVENTION PLAN
C2.04	EROSION CONTROL PLAN
C2.05	EROSION CONTROL DETAILS
	SITE PLAN
C2.06	LOT 2 SITE IMPROVEMENTS
	GRADING
C3.01	LOT 2 SITE GRADING PLAN
	UTILITY PLANS
C4.01	LOT 2 UTILITY LAYOUT PLAN
	STORM SEWER
C5.01	STORM SEWER LEADS
	LANDSCAPE
L1.01	LANDSCAPE RESTORATION PLAN

THIS PLAN SET CONTAINS 15 SHEETS.

SCALES

PLAN 0' 20'
PROFILE 0' 20' HORIZ.
0' 5' VERT.
INDEX MAP 0' 500'



PROJECT LOCATION
ANOKA COUNTY, MN

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 612-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY 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."

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Kevin F. Bittner REG. NO. 21814 DATE: 08/04/2017

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PROJECT DATUM:
HORIZONTAL: Anoka County Coordinates (1996 Adjustment)
VERTICAL: NGVD 29

DESIGNED KFB
DRAWN KGA
CHECKED JDP

BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE	RECORD DRAWING INFORMATION
1	JDP	8/17/2017	OBSERVER:
			DATE:

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
TITLE SHEET

SHEET G0.01

EXISTING

- IRON PIPE MONUMENT SET
- MONUMENT FOUND
- CAST IRON MONUMENT FOUND
- STONE MONUMENT FOUND
- POST SET
- BENCH MARK
- AUTO SPRINKLER
- ANTENNA
- AIR CONDITIONER
- ANCHOR
- AIR PUMP
- APRON
- BASKETBALL HOOP
- BIRD FEEDER
- BENCH
- BRACE POLE
- CATCH BASIN
- CLOTHES LINE POLE
- CONTROL POINT
- CLEAN OUT
- COMMUNICATION PEDESTAL
- CURB STOP VALVE
- DITCH TOP
- DRINKING FOUNTAIN
- DOWN SPOUT
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC TRANSFORMER
- EXHAUST VENT
- FLAG POLE
- FILL PIPE
- GAS MANHOLE
- GAS REGULATOR
- GAS VALVE
- GAS METER
- ACCESS GRATE
- HANDICAPPED PARKING
- HAND HOLE
- HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT DECORATIVE
- LIGHT POLE
- MAILBOX
- METER
- POST
- MANHOLE
- LIFT STATION MANHOLE
- MONITORING WELL
- ORDER MICROPHONE
- PARK GRILL
- GAS PUMP
- POST INDICATOR VALVE
- PARKING METER
- SANITARY MANHOLE
- SATELLITE DISH
- SEMAPHORE TRAFFIC LIGHT
- SIGNAL BOX
- SIGNAL POLE - RR
- SOIL BORING
- SIREN
- SPRINKLER HEAD
- STORM MANHOLE
- TELEPHONE MANHOLE
- PUBLIC TELEPHONE
- TILE INLET
- TILE RISER
- TRAFFIC ARM BARRIER
- TRAFFIC SIGN
- TRANSMISSION TOWER
- UTILITY POLE
- VACUUM
- VENT PIPE
- DECIDUOUS TREE
- CONIFEROUS TREE
- STUMP
- BUSH
- WELL
- WATER MANHOLE
- WATER METER
- WATER SPIGOT
- WATER VALVE
- WETLAND / MARSH
- WETLAND - DELINEATED

- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- GAS LINE
- FIBER OPTIC LINE
- UNDERGROUND COMMUNICATIONS LINE
- OVERHEAD UTILITY LINE
- WATER SYSTEM
- STORM SEWER
- TILE LINE
- SANITARY SEWER
- SANITARY FORCEMAIN
- CULVERT
- INTERMEDIATE CONTOURS
- INDEX CONTOURS
- COUNTY LINE
- CITY LIMITS
- SIXTEENTH LINE
- QUARTER LINE
- SECTION LINE
- ADJACENT LINES
- EASEMENT LINE
- BUILDING SETBACK LINE
- FENCE LINE
- GUARD RAIL
- ACCESS CONTROL LINE
- CENTERLINE
- PROPERTY / LOT LINE
- ROAD RIGHT-OF-WAY LINE
- RAILROAD RIGHT-OF-WAY LINE
- GRAVEL EDGE
- BITUMINOUS EDGE
- CONCRETE EDGE
- CURB & GUTTER
- WATER EDGE
- WATER CENTERLINE
- HIGHWATER LINE
- WETLAND EDGE
- SWALE CENTERLINE
- RAILROAD TRACKS
- TREE DRIP LINE

PROPOSED

- ALIGNMENT/CENTERLINE (22+00)
- RIGHT-OF-WAY LINE
- TEMPORARY EASEMENT
- CONSTRUCTION LIMITS
- CURB & GUTTER
- CURB & GUTTER (OUT)
- BITUMINOUS EDGE
- CONCRETE EDGE
- GRAVEL EDGE
- SILT FENCE-PREASSEMBLED
- SILT FENCE-HEAVY DUTY
- EROSION PROTECTION AT INLET
- MANHOLE
- CATCH BASIN
- STORM INLET
- APRON
- STORM SEWER
- PERFORATED PIPE DRAIN
- STORM DRAIN TILE
- CULVERT W/APRON
- STORM MANHOLE NUMBER (1)
- SANITARY SEWER
- SANITARY FORCEMAIN
- SANITARY SEWER SERVICE
- SANITARY LIFT STATION (L)
- SANITARY MANHOLE
- SANITARY MANHOLE NUMBER (A)
- WATERMAIN
- WATERMAIN SERVICE
- WATER SYSTEM MANHOLE
- HYDRANT
- HYDRANT W/ VALVE
- VALVE
- CURBSTOP
- BEND
- REDUCER
- CROSS
- TEE
- CAP
- SLEEVE
- SIGN
- LIGHT POLE
- GUARD RAIL
- SOIL BORING (B-?)
- WETLAND
- BUSH
- CONIFEROUS TREE
- DECIDUOUS TREE

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REV	ISSUED FOR	DATE

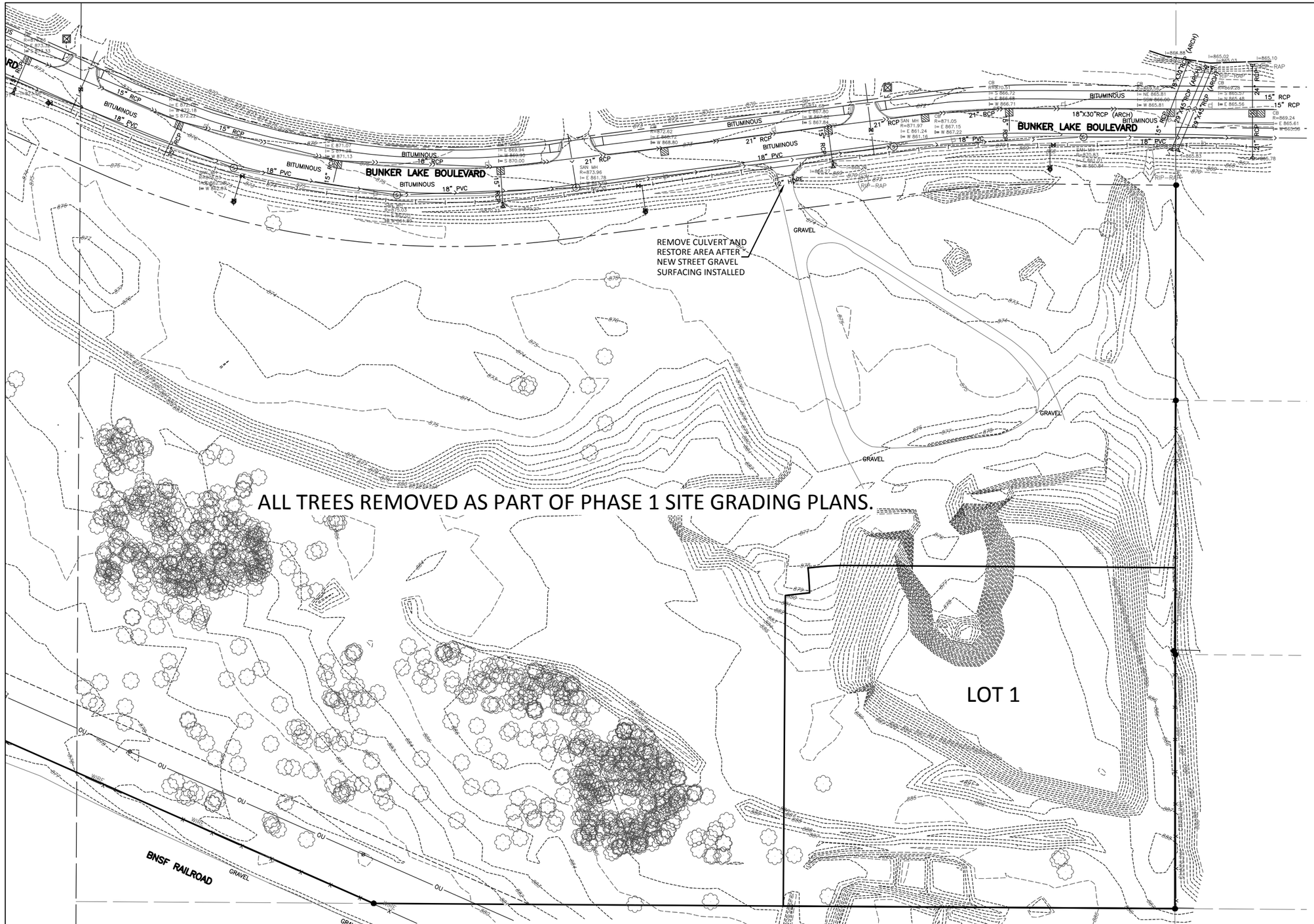
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

LIC. NO. 21814 DATE 08/04/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
LEGEND

SHEET G0.02



LEGEND

- MONUMENT FOUND
- BENCH MARK
- ANCHOR
- APRON
- CATCH BASIN
- CP — COMMUNICATION PEDESTAL
- ELECTRIC TRANSFORMER
- HYDRANT
- POST
- SANITARY MANHOLE
- TRAFFIC SIGN
- TREE
- UTILITY POLE
- WATER VALVE
- CU — UNDERGROUND COMMUNICATIONS LINE
- OU — OVERHEAD UTILITY LINE
- WATER SYSTEM
- STORM SEWER
- SANITARY SEWER
- INTERMEDIATE CONTOURS
- INDEX CONTOURS
- EASEMENT LINE
- FENCE LINE
- PROPERTY / LOT LINE
- ROAD RIGHT-OF-WAY LINE

CONSTRUCTION NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
2. ALL TREES ARE PLANNED FOR REMOVAL UNLESS DIRECTED BY THE ENGINEER TO PROTECT.
5. TOPSOIL SALVAGED AND STOCKPILED FOR REUSE ONSITE.
6. KEEP ALL STREETS SWEPT CLEAN OF TRACKED DIRT AND SAND.
7. RESTORE DISTURBED AREAS WITH MINIMUM OF 4 INCHES OF TOPSOIL, SEED, FERTILIZE AND MULCH OR BLANKET.
8. REMOVE SEDIMENT AND EROSION CONTROL MEASURES ONCE TURF IS ESTABLISHMENT IS ACCEPTED.
9. PROTECT EXISTING UTILITIES TO REMAIN.

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SCALE 0 60 120 FEET

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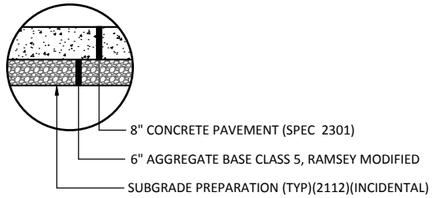
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Kevin F. Bittner
LIC. NO. 21814 DATE 07/28/2017

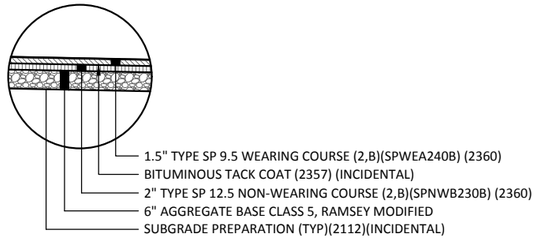
DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
EXISTING CONDITIONS & REMOVALS

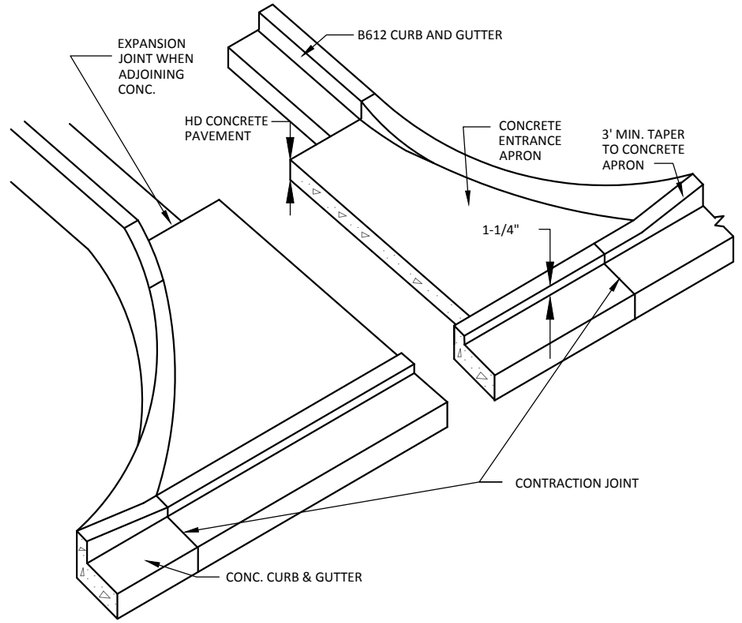
SHEET C0.01



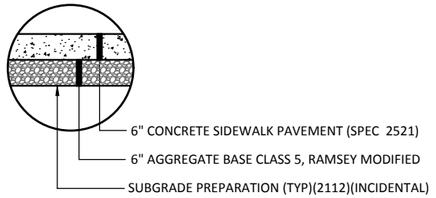
CONCRETE PAVEMENT AREAS (HEAVY DUTY)
NOT TO SCALE



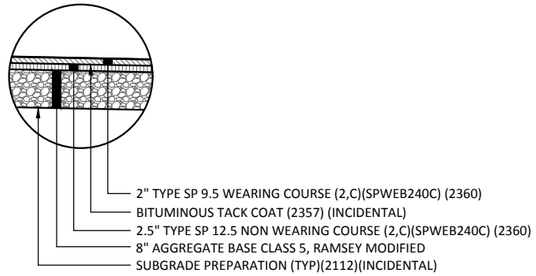
TYPICAL BITUMINOUS PARKING LOT (LIGHT DUTY)
NOT TO SCALE



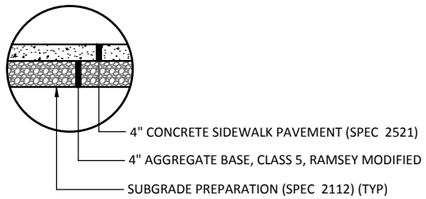
CONCRETE ENTRANCE APRON
NOT TO SCALE



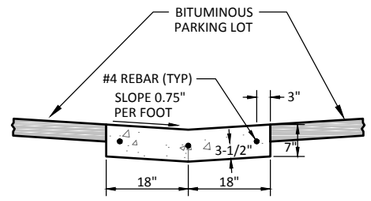
6" CONCRETE TRASH ENCLOSURE & ELECTRICAL PAD
NOT TO SCALE



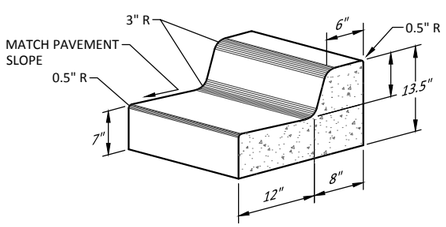
TYPICAL BITUMINOUS PARKING LOT (HEAVY DUTY)
NOT TO SCALE



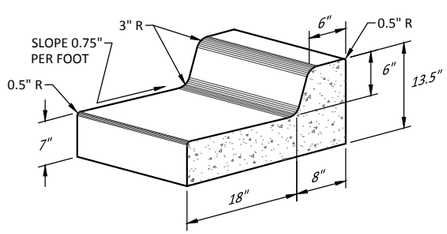
4" CONCRETE WALK
NOT TO SCALE



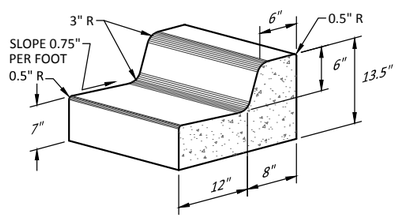
CONCRETE VALLEY GUTTER
NOT TO SCALE



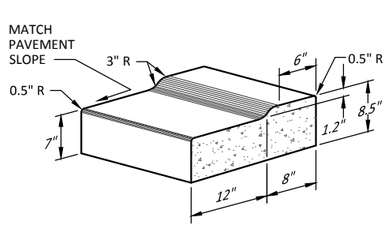
TIP OUT CONCRETE CURB & GUTTER DESIGN B612
NOT TO SCALE



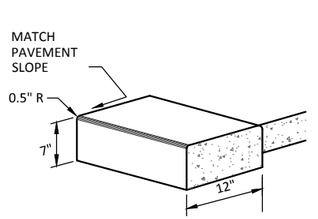
CONCRETE CURB & GUTTER DESIGN B618
NOT TO SCALE



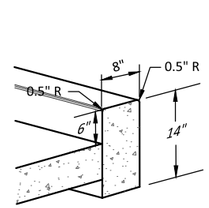
CONCRETE CURB & GUTTER DESIGN B612
NOT TO SCALE



CONCRETE CURB & GUTTER KNOCKDOWN
NOT TO SCALE



CONCRETE RIBBON AT BUILDING ENTRANCE
NOT TO SCALE



CONCRETE "V" CURB
NOT TO SCALE

NOTE: DETAILS NOT TO SCALE

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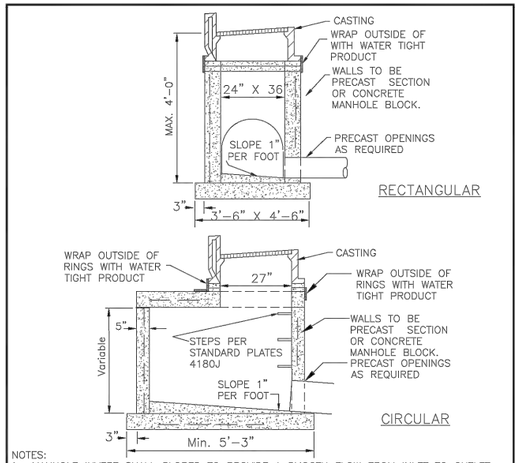
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LIC. NO. 21814 DATE 08/04/2017

DESIGNED JDP
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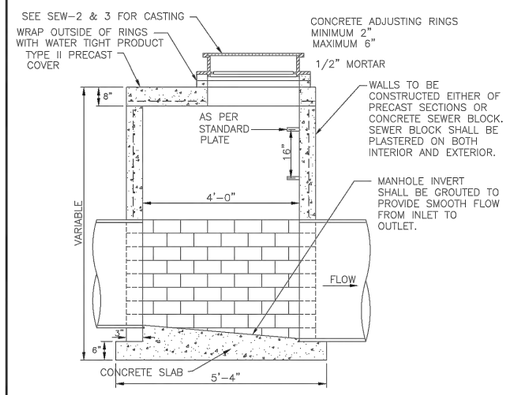
PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
TYPICAL SECTIONS

SHEET C1.01



NOTES:
1. MANHOLE INVERT SHALL SLOPED TO PROVIDE A SMOOTH FLOW FROM INLET TO OUTLET
2. CONCRETE BASE SHALL BE 6" POURED IN PLACE OR 5" PRECAST SLAB.
3. CONCRETE ADJUSTING RINGS TO BE INSTALLED MAX.7–2" RINGS, MIN 2–2" RINGS
4. GROUT BETWEEN RINGS,SHIMS SHALL BE METAL, CONCRETE OR PLASTIC
5. INSPECTION OF MANHOLE REQUIRED BEFORE BACKFILLING
6. A 10 GAUGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL STORM LINES.
7. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE
8. STEPS ARE REQUIRED IF STRUCTURE FROM THE CASTING TO THE INVERT IS GREATER THAN 4 FEET
9. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS

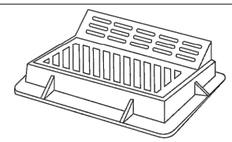
APPROVED DATE 4–2007	City of RAMSEY	STANDARD DETAILS CATCH BASIN
		CITY PLATE No. STO–7

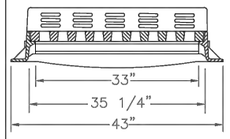


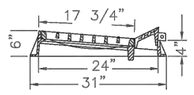
SLAB–TOP MANHOLE
N.T.S.

APPROVED DATE 9–2011	City of RAMSEY	STANDARD DETAILS STANDARD DETAILS SLAB–TOP MANHOLE
		CITY PLATE No. SEW–6

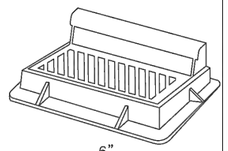
NOTE:
1. CATCH BASIN CASTING SHALL BE NEENAH R–3067 WITH GRATED BACK (BICYLE SAFE) OR APPROVED EQUAL.
2. FOR CATCH BASINS ADJACENT TO RADIUS, USE NEENAH R–3246R OR APPOVED EQUAL.

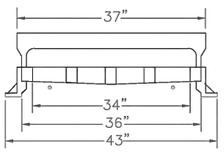


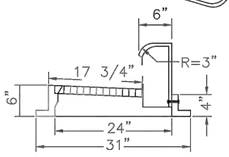




NOTE:
1. CATCH BASIN CASTING SHALL BE NEENAH R–3246R OR APPROVED EQUAL

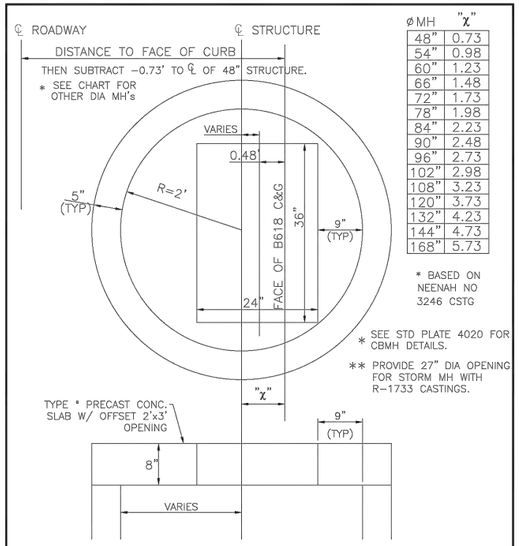






STANDARD CATCHBASIN CASTING

APPROVED: 6 – 2016	City of RAMSEY	STANDARD DETAILS: STORMWATER CASTING
		CITY PLATE No. STO–4



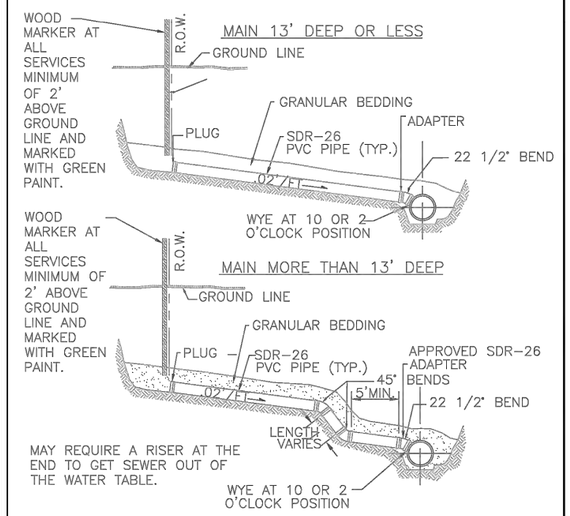
ØMH	"X"
48"	0.73
54"	0.98
60"	1.23
66"	1.48
72"	1.73
78"	1.98
84"	2.23
90"	2.48
96"	2.73
102"	2.98
108"	3.23
120"	3.73
132"	4.23
144"	4.73
168"	5.73

* BASED ON NEENAH NO 3246 CSTG

* SEE STD PLATE 4020 FOR CBMH DETAILS.

** PROVIDE 27" DIA OPENING FOR STORM MH WITH R–1733 CASTINGS.

APPROVED DATE 4–2005	City of RAMSEY	STANDARD DETAILS SLAB TOP MANHOLE FOR CBMH
		CITY PLATE No. STO–5



NOTES:
1. 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES
2. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE.
3. TRACER WIRE ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS.

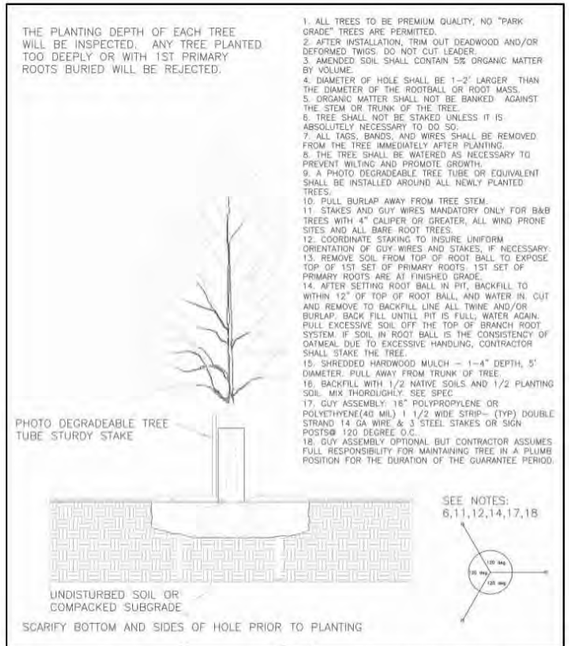
APPROVED: 4 – 2016	City of RAMSEY	STANDARD DETAILS: SANITARY SEWER SERVICE
		CITY PLATE No. SEW–3

TABLE A
MODIFIED CLASS 5 SPECIFICATIONS
% PASSING

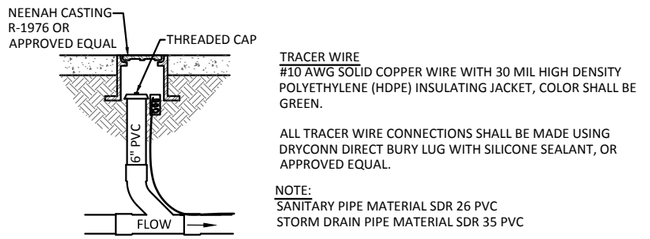
1"	100
3/4"	90 – 100
3/8"	50 – 80
No.4	35 – 70
No.10	20 – 60
No.40	10 – 35
No.200	5 – 10

NOTES:
1. THE AGGREGATE BASE CONSTRUCTION WILL BE ACCEPTED FOR PAYMENT IN ACCORDANCE WITH THE PROVISIONS IN TABLE A.
2. IF THE AGGREGATE BASE FAILS TO MEET THE REQUIREMENTS OF TABLE A THE MATERIAL CAN BE CORRECTED IN PLACE OR REMOVED AND REPLACED WITH MATERIAL THAT MEET THE REQUIREMENTS OF TABLE A.
3. IN THE EVENT THAT RECYCLED MATERIAL IS USE IT MUST MEET MNDOT REQUIREMENTS FOR RECYCLED BASE.

APPROVED: 2 – 2003	City of RAMSEY	STANDARD DETAILS: MODIFIED CLASS 5 SPECIFICATIONS
		CITY PLATE No. STR–26



APPROVED: 5 – 1997	City of RAMSEY	STANDARD DETAILS: TREE PLANTING
		CITY PLATE No. PARK–2

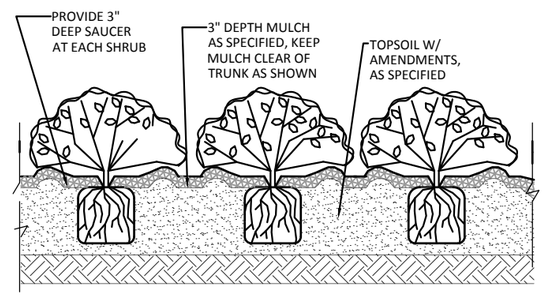


TRACER WIRE
#10 AWG SOLID COPPER WIRE WITH 30 MIL HIGH DENSITY POLYETHYLENE (HDPE) INSULATING JACKET, COLOR SHALL BE GREEN.

ALL TRACER WIRE CONNECTIONS SHALL BE MADE USING DRYCONN DIRECT BURY LUG WITH SILICONE SEALANT, OR APPROVED EQUAL.

NOTE:
SANITARY PIPE MATERIAL SDR 26 PVC
STORM DRAIN PIPE MATERIAL SDR 35 PVC

SUBSURFACE DRAIN CLEAN OUT DETAIL
NOT TO SCALE



SHRUB BED PLANTING DETAIL
NOT TO SCALE

NOTE: DETAILS NOT TO SCALE

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REV	ISSUED FOR	DATE

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.
LIC. NO. 21814 DATE 08/04/2017

DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
DETAILS

SHEET C1.02

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

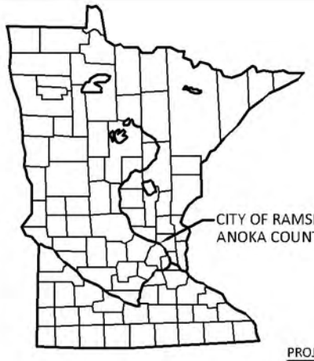
BUNKER LAKE INDUSTRIAL PARK - LOT 2

CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

UNIVERSITY OF MINNESOTA

JOSEPH PELAWA

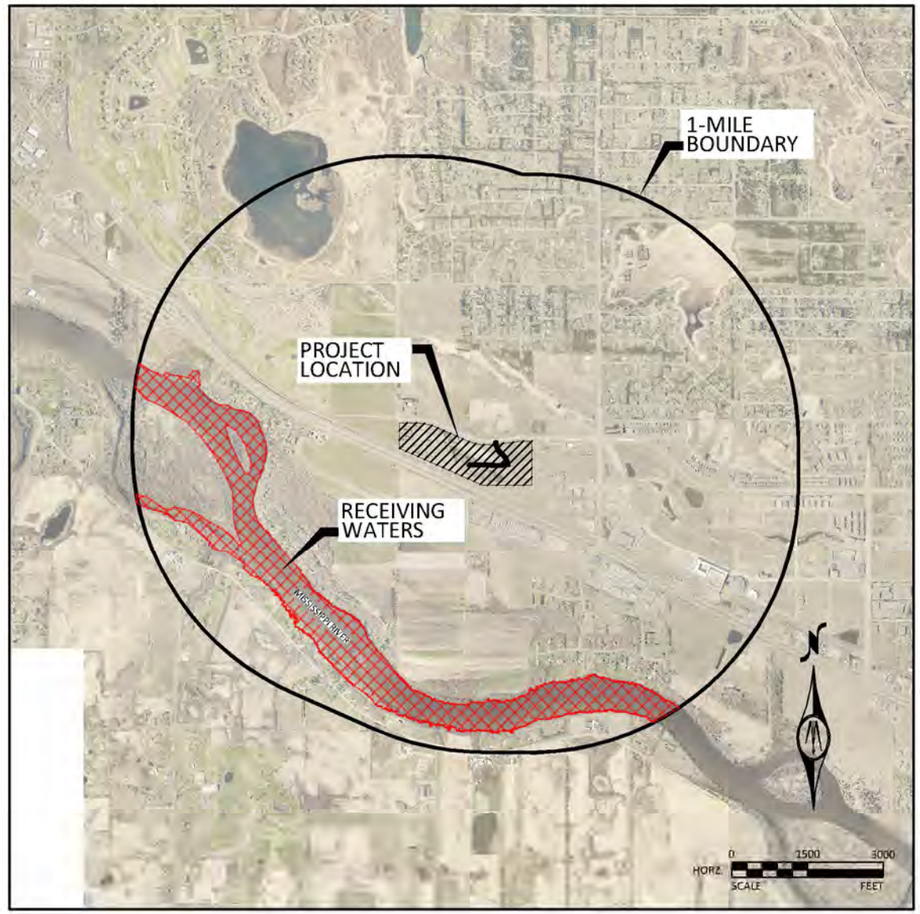
Design of Construction SWPPP (May 31, 2020)



CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

LEGEND

- PROJECT BOUNDARY
- IMPAIRED, SPECIAL OR PROTECTED WATERS
- PROJECT LOCATION



PROJECT AREAS:

Total Project Size (disturbed area) =	45.2	ACRES
Existing area of impervious surface =	0.0	ACRES
Post construction area of impervious surface =	9.4	ACRES
Total new impervious surface area created =	9.4	ACRES

Planned Construction Start Date: 07/25/2017
Estimated Construction Completion Date: 08/31/2018

PERMANENT STORMWATER MANAGEMENT SYSTEM:
Type of storm water management used if more than 1 acre of new impervious surface is created:

X	Wet Sedimentation Basin
X	Infiltration/Filtration
	Regional Pond
	Permanent Storm Water Management Not Required

PROJECT LOCATION:

COUNTY	TOWNSHIP	RANGE	SECTION	LATITUDE	LONGITUDE
ANOKA	T32N	R25W	S29	45.2335620	-93.4804244

RESPONSIBLE PARTIES:
The Contractor and Owner must apply for coverage under the MPCA's General Storm Water Permit for Construction Activity as required by the National Pollutant Discharge Elimination System (NPDES) Phase II program. Coverage under the permit will begin automatically 7 calendar days after the electronic submittal date or after the postmarked date of a complete application. [Longer time frames apply to sites that disturb areas greater than 50 acres.]

The Contractor shall provide one or more trained Construction SWPPP Manager(s) knowledgeable and experienced in the application of erosion prevention and sediment control BMPs that will oversee the implementation of the SWPPP, and the installation, inspection and maintenance of the erosion prevention and sediment control BMPs. A Construction SWPPP Manager must be available for an on-site inspection within 72 hours upon request by the MPCA.

The Contractor shall provide one or more trained BMP Installer(s). The BMP Installer will perform and/or supervise the installation, maintenance and repair of BMPS. At least one individual on project must be trained in these job duties.

	COMPANY	CONTACT PERSON	PHONE
OWNER:	PSD	Matt Kuker	763-427-5955
SWPPP DESIGNER:	Bolton & Menk, Inc.	Joseph D. Pelawa, P.E.	763-433-2851
CONTRACTOR:	TBD		
CONSTRUCTION SWPPP MANAGER:	TBD		
PARTY RESPONSIBLE FOR LONG TERM O&M:	PSD	Matt Kuker	763-427-5955

The SWPPP Designer and Construction SWPPP Manager must have appropriate training. Documentation showing training commensurate with the job duties and responsibilities is required to be included in the SWPPP prior to any work beginning on the site. Training documentation for the SWPPP Designer is included on this sheet. The Contractor shall attach training documentation to this SWPPP for the Construction SWPPP Manager prior to the start of construction. This information shall be kept up to date until the project NOT is filed.

ADDITIONAL COMPENSATION
Payment for all work associated with Erosion and Sediment Control shall be as described in the Project Manual. Unless otherwise authorized by the Owner no additional payment shall be made for any work required to administer and maintain the site erosion and sediment control in compliance with the Minnesota Pollution Control Agency (MPCA) - General Storm Water Permit for Construction Activity (MN R100001) including but not limited to inspection, maintenance, and removal of BMPs or addition of BMPs to accommodate Contractor phasing.

SPECIAL ENVIRONMENTAL CONSIDERATIONS:

1)	Was an environmental review required for this project or any part of a common plan of development or sale that includes all or any portion of this project?	NO
2)	Does any portion of the site have the potential to affect threatened or endangered species or their critical habitat?	NO
3)	Does any portion of this site discharge to a Calcareous fen.	NO
4)	Will any portion of the site potentially affect properties listed on the National Register of Historic Places or a known or discovered archeological site?	NO
5)	Have any Karst features have been identified in the project vicinity?	NO
6)	Is compliance with temporary or permanent stormwater management design requirements infeasible for this project?	NO
7)	Has the MN DNR promulgated "work in water restrictions" for any Public Water this site disharges to during fish spawning?	NO

GENERAL STORMWATER DISCHARGE REQUIREMENTS
All requirements listed in Part III of the Permit for the design of the permanent stormwater management system and discharge have been included in the preparation of this SWPPP. These include but are not limited to::

1. The expected amount, frequency, intensity, and duration of precipitation.
2. The nature of stormwater runoff and run-on at the site
3. Peak flow rates and stormwater volumes to minimize erosion at outlets and downstream channel and stream bank erosion.
4. The range of soil particle sizes expected to be present on the site.

BMP SUMMARY	QUANTITY	UNIT
SEDIMENT CONTROL: SILT FENCE, BIO LOGS, WOOD CHIP BERM	540	LIN FT
STORM DRAIN INLET PROTECTION	10	EACH
SEDIMENT CONTROL LOG	100	LF
STABILIZED CONSTRUCTION EXIT	1	LUMP SUM
EROSION CONTROL BLANKETS CATEGORY 3	0	SQ YD

DESCRIPTION OF CONSTRUCTION ACTIVITIES AND STORMWATER MANAGEMENT:
Construction activities include: Site final grading, Sanitary and Water extensions, Temporary erosion and sediment control, and Site permanent stabilization.

Lot 2 of the Bunker Lake Industrial Park project will include constructing new building, underground utilities, curb & gutter and parking lots for the proposed building. Drainage gathers within the site storm collection system inlets and conveyed to the industrial park regional storm pond (Pond 1). The sedimentation basin water will infiltrate with some peak flows allowed to overflow and routed along a drainage swale. The drainage swale will allow water to infiltrate and drain across the central and northern edge of the site, where it will ultimately discharge to two existing storm pipes that cross to the north of Bunker Lake Boulevard.

Existing drainage patterns and discharges are proposed to remain in pre-construction conditions. All modifications to this SWPPP shall be approved by the Engineer and remain on-site during construction.

DOCUMENT RETENTION
The following documentation will be retained for a period of not less than 3-years from the date of submittal of the NOT in compliance with Part III.E of the Permit.

1. The final SWPPP
2. Copies of all stormwater related permits required for the project
3. Records of all inspection and maintenance conducted during construction
4. Copies of all permanent operation and maintenance agreements; including all right-of-way, contracts, covenants and other binding requirements regarding perpetual maintenance, and
5. All required calculations for design of the temporary and permanent BMPs.

RECEIVING WATERS:
Receiving waters, including surface water, wetlands, Public Waters, and stormwater ponds, are identified on the USGS 7.5 min quad map within one mile of the project boundary. Receiving waters that are impaired, the impairment, and WLA are listed as follows. All specific BMPs relative to construction activities listed in this permit for special and impaired waters have been incorporated into this plan. All specific BMPs listed in approved TMDLs and those BMPs listed for construction related waste load allocations have also been incorporated.

NAME OF WATER BODY	TYPE (ditch, pond, wetland, lake, etc.)	Appendix A Special Water?	Flows to Impaired Water Within 1 Mile?	USEPA Approved TMDL?
MISSISSIPPI RIVER	RIVER	YES	YES, NOT FOR CONST	YES, NOT FOR CONST
Impairments: MERCURY				

IMPLEMENTATION SCHEDULE AND PHASING:

1) Submit SWPPP Updates to Engineer. Submittal shall include any requested changes to the SWPPP, including but not limited to: Trained Personnel, Locations for Stockpiles, Types and Locations of Erosion & Sediment Control. Failure to submit updates shall be considered acceptance of the SWPPP as designed with no changes.
2) Install perimeter sediment control, inlet protection, and construction exit.
3) Rough grade site.
4) Construct sedimentation basin and drainage. Install sediment control to ensure sediment does not leave site.
5) Add additional temporary BMPs as necessary during construction based on inspection reports and construction activities.
5) Stabilize site.
6) Ensure final stabilization measures are complete.
7) Submit Notice of Termination (NOT) to MPCA within 30 days of final stabilization.

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1	JDP	8/17/2017

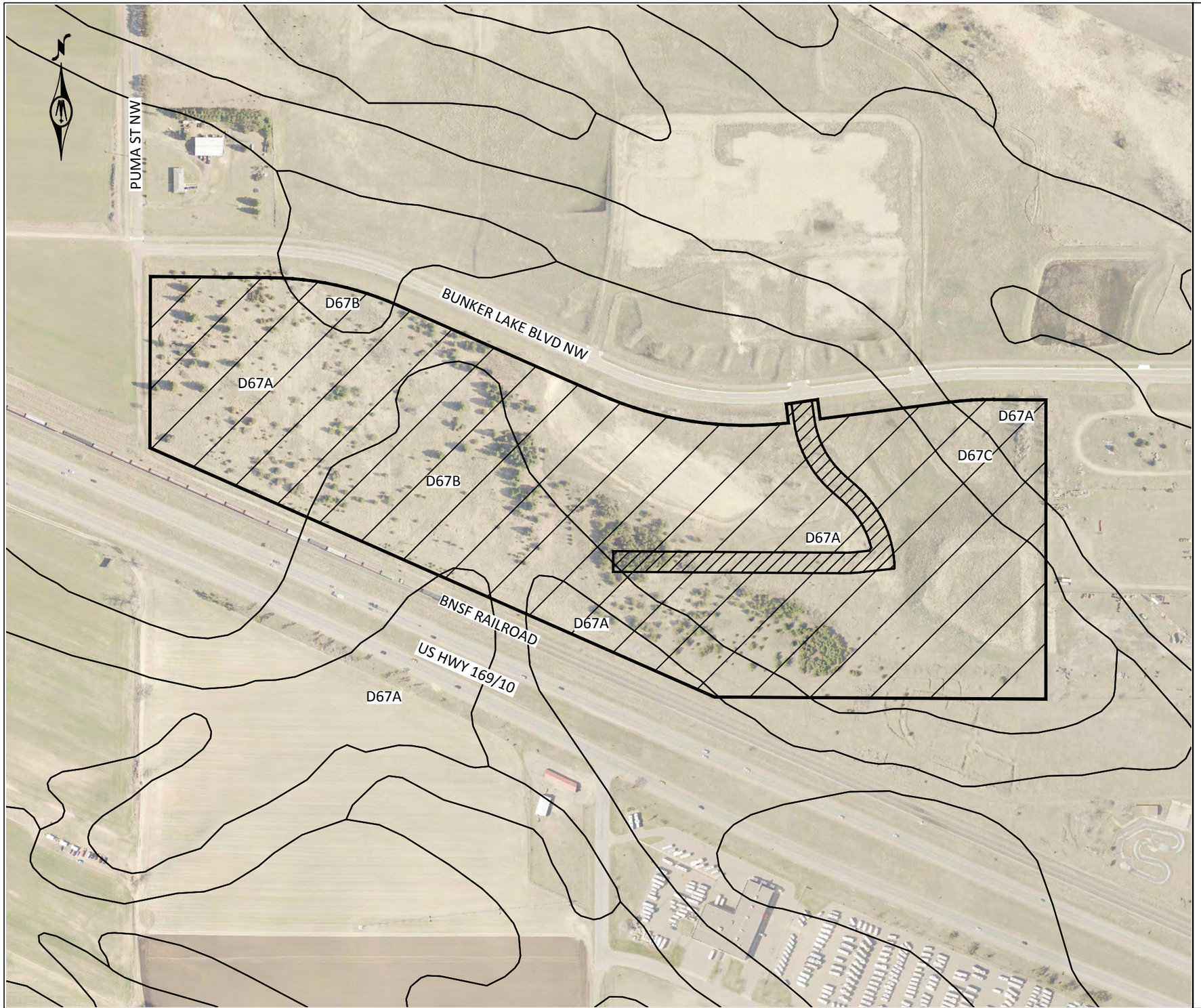
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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
STORM WATER POLLUTION PROTECTION PLAN

SHEET C2.01



LEGEND

PROJECT BOUNDARY

D67A — SOIL TYPE AND BOUNDARY

SOIL TYPE SUMMARY

Map Unit Symbol	Soil Name	Hyd. Soil Group	Erodibility
MUSYM	MUNAME	HYDGRP	MUHELCL
D67A	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 0 TO 2 PERCENT SLOPES	A	NHEL
D67B	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 2 TO 6 PERCENT SLOPES	A	NHEL
D67C	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 6 TO 12 PERCENT SLOPES	A	PHEL

NHEL - Not Highly Erodible Land
PHEL - Potentially Highly Erodible Land
HEL - Highly Erodible Land

LOCATION OF SWPPP REQUIREMENTS IN PROJECT PLAN

DESCRIPTION	SHEET NO.
SITE MAP	C2.06
DIRECTION OF FLOW	C2.04
FINAL STABILIZATION	C2.04 & L1.01
SOILS	C2.02
DRAINAGE STRUCTURES	C4.01
DRAINAGE TABULATION	NA
STORM SEWER PLAN/PROFILE SHEETS	C5.01
EROSION & SEDIMENT CONTROL DETAILS	C2.05
EROSION CONTROL TABULATION	C2.01
TURF ESTABLISHMENT TABULATION	C2.01
NARRATIVE & NOTES	C2.01 - C2.03

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Joseph D. Pelawa
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PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
STORM WATER POLLUTION PROTECTION PLAN

SHEET C2.02

Information contained in this SWPPP narrative sheet summarizes requirements of the GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM PROGRAM - Permit No: MN RI0000I as they apply to this project. All provisions of the permit including those not specifically cited herein shall apply to this project. The Contractor is responsible to be familiar with and comply with all conditions of the permit. The full text of the permit is available at: http://www.pca.state.mn.us/index.php/water/water-types-and-programs/stormwater/construction-stormwater/mpca-to-re-issue-construction-stormwater-general-permit.html

SWPPP AMENDMENTS

Permittee must amend SWPPP as necessary to include additional requirements to correct problems identified or address the following situations.

1. There is a change in design, construction, operation, maintenance, weather or seasonal conditions.
2. Inspections or investigations by site owner or operators, USEPA or MPCA officials determine the SWPPP is not minimizing discharge of pollutants to surface waters or underground waters or discharges are causing water quality standard exceedances.
3. The SWPPP is not achieving the objectives of minimizing pollutants in stormwater discharges associated with construction activity, or the SWPPP is not consistent with the terms and conditions of the permit.
4. The MPCA determines that the project's stormwater discharges may cause, have reasonable potential to cause, or contribute to non-attainment of any applicable water quality standard, or the SWPPP does not incorporate the applicable requirements of the permit.

EROSION PREVENTION PRACTICES

The location of areas not to be disturbed must be delineated on the project before site work begins.

Disturbance on steep slopes (>33.3%) shall be minimized. Where required, techniques such as phasing and stabilizing practices designed for steep slopes shall be used.

All exposed soils must be stabilized as soon as possible, but in no case later than 7 days after the construction activity has temporarily or permanently ceased.

For public waters that have been promulgated "work in water restrictions" during fish spawning time frames, all exposed soil areas that are within 200 feet of the water's edge, and drain to these waters must complete stabilization within 24-hours during the time period.

Stormwater conveyance channels shall be routed around unstabilized areas. Erosion controls and velocity dissipation devices shall be used at outlets within and along the length of any constructed conveyance channel.

The normal wetted perimeter of all ditches or swales, including storm water management pond slopes, that drain waters from the site must be stabilized within 200' of any property edge or discharge point, including storm sewer inlets, within 24 hours of connection.

Stabilization of the remaining portions of any temporary or permanent ditches or swales within 7 calendar days after connecting to a surface water or property edge and construction in that portion of the ditch has temporary or permanently ceased.

Temporary or permanent ditches or swales used as sediment containment during construction do not need to be stabilized during temporary period of use and shall be stabilized within 24 hours after no longer used as sediment containment.

Mulch, hydromulch, tackifier, or similar practice shall not be used in any portion of a temporary or permanent drainage ditch. Refer to erosion and sediment control plan for temporary and permanent stabilization measures for ditches and swales.

Stormwater discharges shall be directed to vegetated areas where feasible. Velocity dissipation devices shall be used at discharge point.

Phased construction will be used to extent practical or as indicated in the plans to minimize exposed soils.

Rapid stabilization shall be of type and quantity indicated in the project specifications. Additional rapid stabilization may be necessary to minimize erosion throughout the duration of the project. Type and quantity shall be determined by the engineer or inspector prior to installation. In extreme cases, the contractor shall use any available rapid stabilization to immediately mitigate erosion, then further remedy the situation with approval by owner or engineer.

SEDIMENT CONTROL PRACTICES

Practices must be established on all down gradient perimeters and be located up gradient of any buffer zones. Perimeter controls must be in place before up gradient land- disturbing activities begin and shall remain in place until final stabilization.

All sediment controls practices shall be re-installed if they have been adjusted or removed to accommodate short-term activities and replaced immediately after the short term activity has ceased. Short term activities shall be performed as quickly as possible. Sediment control practices shall be re-installed even before the next precipitation event if the activity is not complete.

All storm drains must be protected by appropriate BMPs during construction until all sources to the inlet have been stabilized. Inlet protection may be removed for specific safety concerns identified by the Permittee or jurisdictional authority. The removal shall be documented in the SWPPP and retained on site. Temporary stockpiles must have silt fence or other effective sediment controls and shall not be placed in surface waters or natural buffers.

Vehicle tracking BMPs shall be installed to minimize track out of sediment from the construction site. Method shall be approved by engineer prior to commencement of construction activities. Street sweeping shall be used if vehicle tracking BMPs are not adequate to prevent sediment from being tracked onto the street.

Soil compaction shall be minimized and topsoil shall be preserved, unless infeasible or if construction activities dictate soil compaction or topsoil stripping.

A 50 foot natural buffer, or redundant BMPs (where a buffer is infeasible) must be maintained when a surface water is located within 50 feet of disturbance activities and site runoff flows to the surface water.

If polymers, flocculants, or other sedimentation treatment chemicals are used on site, 1) conventional erosion and sediment controls shall be sowed prior to chemical placement, 2) chemicals shall be chosen based on soil types, and expected turbidity, pH, and flow rate of stormwater flowing into the treatment system, and 3) chemicals shall be used with accepted engineering practices and dosing specifications.

TEMPORARY SEDIMENTATION BASINS

The temporary sedimentation basin shall be constructed and made operational prior to disturbance of 10 or more acres draining to a common location.

Temporary sedimentation basins are required prior to runoff leaving the construction site or entering surface waters when 10 or more acres of disturbed soils drain to a common location. The basin must provide 3,600 cubic feet of "storage below the outlet per acre drained. If hydraulic calculations are available, the temporary sedimentation basin must provide a storage volume equivalent to the 2-year, 24-hour storm, but in no case less than 1800 cubic feet per acre drained. The temporary sedimentation basin must be constructed and made operational concurrent with the start of soil disturbance up gradient of the pond. The temporary sedimentation basin shall be designed to prevent short circuiting. The outfall shall be designed to remove floatable debris, allow for complete drawdown of the pond for maintenance activities, and have energy dissipation. The emergency spillway shall be stabilized.

Temporary sedimentation basins shall be situated outside of surface waters and any required buffer zone, and must be designed to avoid draining wetlands, unless the impact is in compliance with the requirements of this permit.

Excessive sediment-laden water that is not properly filtered will not be permitted to discharge from site.

DEWATERING AND BASIN DRAINING

Turbid or sediment-laden waters related to dewatering or basin draining shall be discharged to a temporary or permanent sedimentation basin on the project site unless infeasible. The temporary or permanent basin may discharge to surface waters if the basin water has been visually checked to ensure adequate treatment has been obtained in the basin and that the nuisance conditions will not result from the discharge. Discharge points shall be adequately protected from erosion and proper velocity dissipation provided.

All water from dewatering or basin-draining activities must be discharged in a manner that does not cause nuisance conditions, erosion in the receiving channels or on down slope properties, or inundation in wetlands causing significant adverse impacts to the wetland.

If filters with backwash waters are used, the backwash water shall be hauled away for disposal, returned to the beginning of the treatment process, or incorporated into site in a manner that does not cause erosion. Backwash water may be discharged to sanitary sewer if permission is granted by the sanitary sewer authority.

POLLUTION PREVENTION

Building products that have the potential to leach pollutants must be under cover to prevent discharge or protected by an effective means designed to minimize contact with stormwater.

Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials must be under cover.

Hazardous materials and toxic waste must be properly stored in sealed containers to prevent spills, leaks or other discharge. Restricted access storage areas must be provided to prevent vandalism.

Solid waste must be stored, collected and disposed of in compliance with Minn. R. CH 7035.

Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. CH 7041.

Discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded shall be prevented using drip pans or absorbents. Supplies shall be available at all times to clean up discharged materials and that an appropriate disposal method must be available for recovered spilled materials.

Exterior vehicle or equipment washing on the project site shall be limited to a defined area of the site. Runoff from the washing area shall be contained in a sediment basin or other similarly effective controls and waste from the washing activity must be properly disposed of. No engine degreasing is allowed on site. Effective containment for all liquid and solid wastes generated by concrete and other washout operations related to construction activity shall be effectively contained. Liquid and solid washout waste shall not contact the ground, and containment must be designed so that it does not result in runoff from the washout operations or areas. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.

INFESTED WATERS:

MN DNR permits are not valid for work in waters that are designated as infested waters unless accompanied by an Infested Waters Permit or written notification has been obtained from MN DNR stating that such permit is not required. There is no exception for pre-existing permits. If a MN DNR Permit has been issued for the project and the water is later designated as infested, the Contractor shall halt all work covered by the MN DNR Permit until until such time as an Infested Waters Permit is obtained or that written notification is obtained stating that such permit is not required.

INSPECTION & MAINTENANCE

A trained person shall routinely inspect the entire construction site at least once every 7 days during active construction and within 24-hours after a rainfall event greater than 0.5 inches in 24 hours. Following an inspection that occurs within 24-hours after a rainfall event, the next inspection must be conducted within 7 days.

All inspections and maintenance conducted during construction must be recorded within 24 hours in writing and records must be retained with the SWPPP. Inspection report forms are available in the Project Specifications. Inspection report forms other than those provided shall be approved by the engineer.

Where parts of the project site have permanent cover, but work remains on other parts of the site, inspections may be reduced on these areas to once per month.

Where the site has permanent cover on all exposed areas and no construction activity is occurring anywhere on site, the site must be inspected during non-frozen conditions at least once per month for 12 months. Following the 12th month of permanent cover and no construction activity, inspections shall be terminated until construction activity resumes or notification from MPCA has been issued that erosion has been detected at the site.

During frozen ground conditions, inspections may be suspended and shall resume within 24 hours after runoff occurs or 24 hours prior to resuming construction activity, whichever is first.

Inspection and maintenance shall resume until another Permittee has obtained coverage under this Permit or the project has undergone Final Stabilization, and an NOT has been submitted.

All erosion prevention and sediment control BMPs shall be inspected to ensure integrity and effectiveness during all routine and post-rainfall inspections. All non-functioning BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access.

All perimeter control devices must be repaired, replaced, or supplemented when they become non-functional or the sediment reaches one-half (1/2) of the height of the device. These repairs must be made by the end of the next business day after discovery, or as soon as field conditions allow.

Temporary and permanent sediment basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches one-half (1/2) the storage volume. Drainage and sediment removal must be completed within 72 hours of discovery, or as soon as field conditions allow.

Surface waters, including drainage ditches and conveyance systems, must be inspected for erosion and sediment deposition during each inspection. All deltas and sediment deposited in drainage ways, catch basins, and other drainage systems shall be removed. The removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints. The Permittee is responsible for obtaining all applicable permits prior to conducting any work in surface waters.

Construction site vehicle exit locations must be inspected for evidence of off-site sediment tracking onto paved surfaces. Tracked sediment must be removed from all paved surfaces both on and off site within 24-hours of discovery, or if applicable, within a shorter time to comply with the permit.

Streets and other areas adjacent to the project must be inspected for evidence of off-site accumulations of sediment. If sediment is present, it must be removed in a manner and at a sufficient frequency to minimize off-site impacts.

All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and that equipment is not being driven across the infiltration area.

FINAL STABILIZATION

Final Stabilization is not complete until all of the following requirements have been met:

1. All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70% of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
2. Permanent stormwater management system is constructed, meets all requirements of the Permit, and is operating as designed. Temporary or permanent sedimentation basins that are to be used as permanent water quality management basins have been cleaned of any accumulated sediment. All sediment has been removed from conveyance systems, and ditches are stabilized with permanent cover.
3. All temporary synthetic and structural erosion prevention and sediment control BMPs have been removed. BMPs designed to decompose on site may be left in place.
4. For residential construction only, individual lots are considered finally stabilized if the structure(s) are finished, temporary erosion protection and down gradient perimeter control has been completed and the residence has been sold to the homeowner. Also, the "Homeowner Fact Sheet" has been provided to the homeowner

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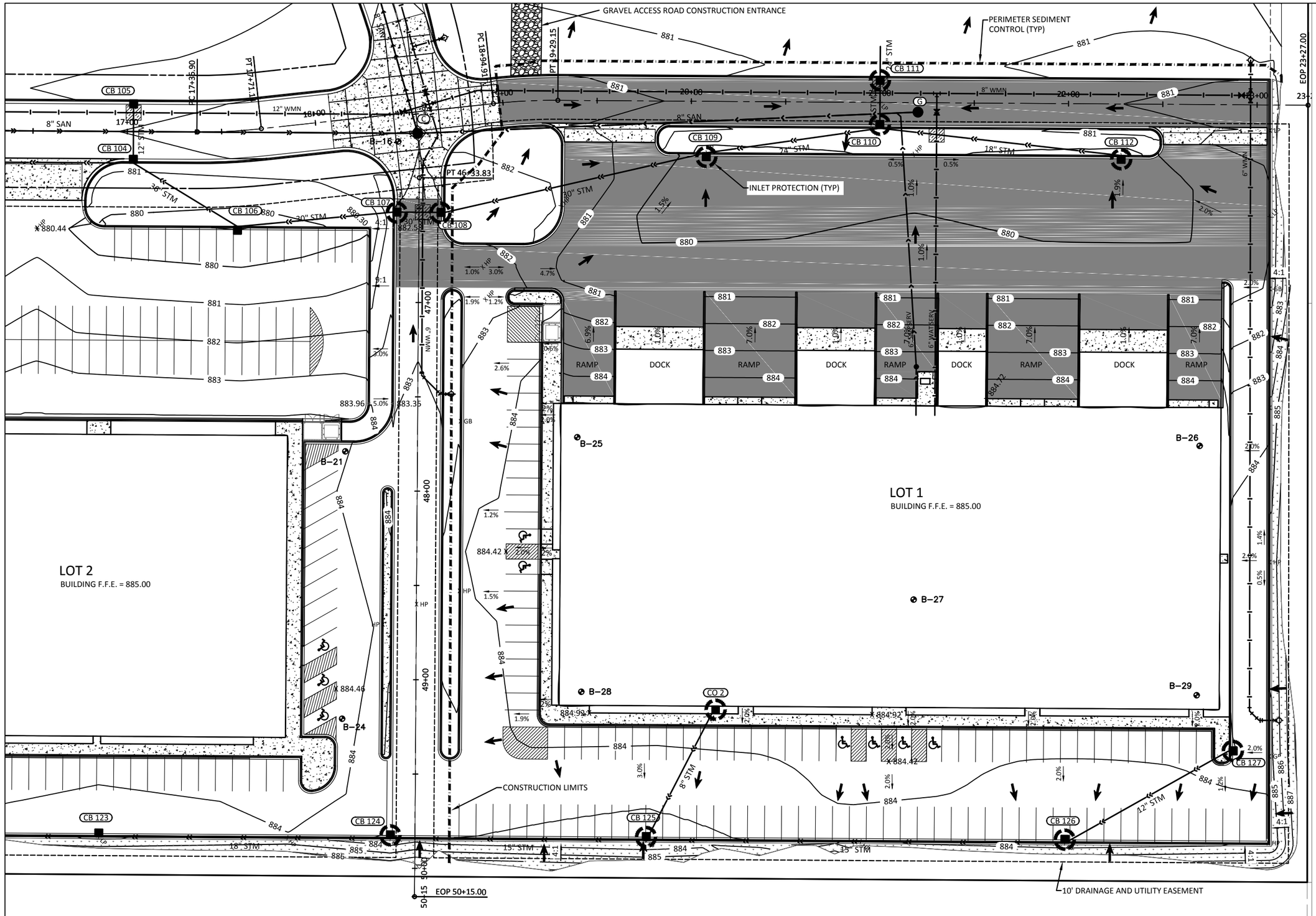
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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
STORM WATER POLLUTION PROTECTION PLAN

SHEET C2.03



LEGEND

- 25-131 SEED MIX, FERTILIZER, MULCH
- CONCRETE PAVEMENT
- PERIMETER SEDIMENT CONTROL: SILT FENCE, BIO LOGS, WOOD CHIP OR SOIL BERM
- INLET PROTECTION
- 4:1 SURFACE SLOPE
- SURFACE FLOW ARROW
- X 885.0 SPOT ELEVATION

NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
2. A STREET SWEEPER MUST BE AVAILABLE WITHIN 3 HOURS UPON NOTICE FROM THE CITY THAT THE STREETS NEED TO BE SWEPT
3. ALL SILT FENCE TO BE REMOVED ONCE SEED IS ESTABLISHED.
4. CONSTRUCTION ACCESS/EXIT SHALL INCLUDE A ROCK FILTER BERM AT A MINIMUM TWO FEET IN HEIGHT AND SIDE SLOPES OF 4:1 AT THE SITE EXIT OR ENGINEER APPROVED TRACKOUT CONTROL DEVICE.
5. ALL SEDIMENT TRACKED ON CITY STREETS SHALL BE SWEPT IMMEDIATELY UPON DISCOVERY.
6. SEE LANDSCAPE PLAN FOR PERMANENT SITE STABILIZATION PLANTINGS

SCALE 0 25 50 FEET

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h:\psdllc_pr\r16113129\CAD\113129C201 LOT 2.dwg 8/16/2017 9:24 AM

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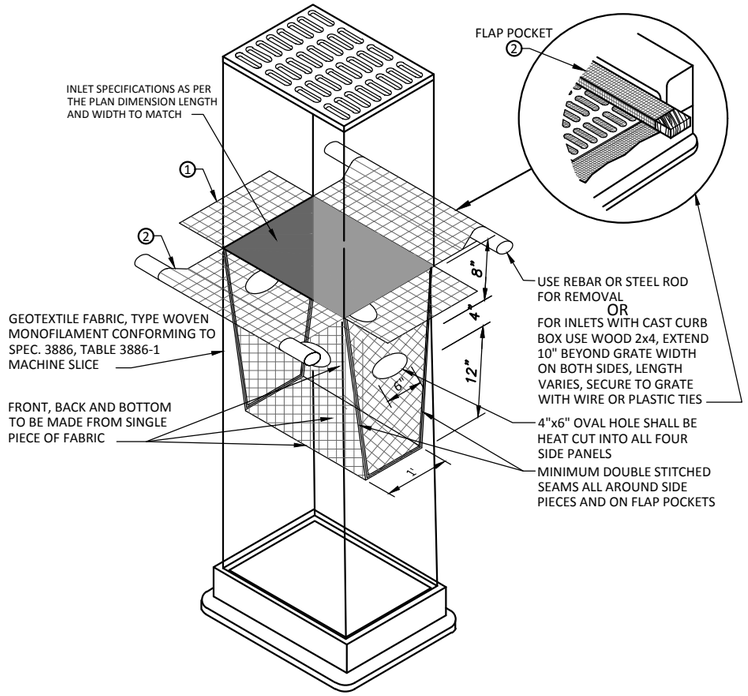
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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
LOT1 EROSION CONTROL PLAN

SHEET C2.04



NOTES:
INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER. MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE DEPARTMENTS EROSION CONTROL PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED. WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL IN THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.

① FINISHED SIZE, INCLUDING POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10" AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.

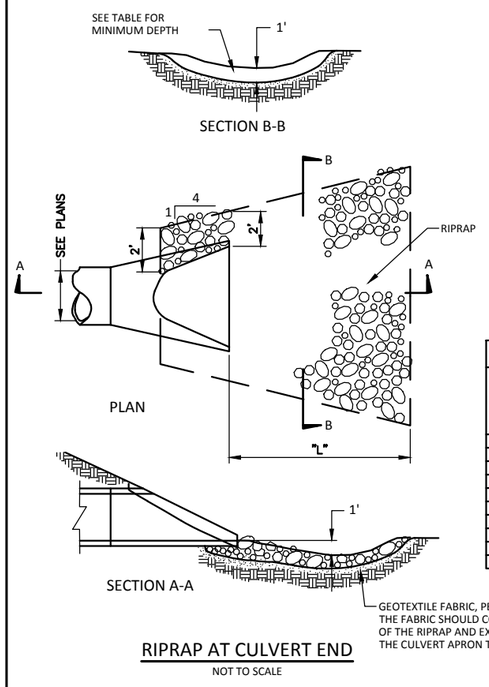
② FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2x4.

INSTALLATION NOTES:
DO NOT INSTALL PROTECTION IN INLETS SHALLOWER THAN 30", MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE.

TRIM EXCESS FABRIC IN THE FLOW LINE TO WITHIN 3" OF THE GRATE.

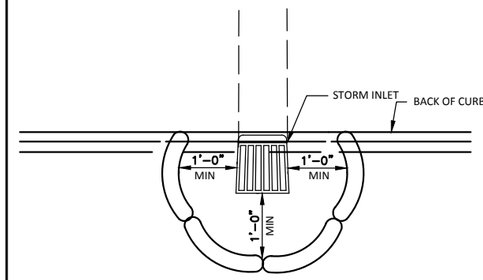
THE INSTALLED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE, BETWEEN THE INLET AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES, OF 3". WHERE NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" CLEARANCE. THE TIES SHALL BE PLACED AT A MAXIMUM OF 4" FROM THE BOTTOM OF THE BAG.

INLET PROTECTION GEOTEXTILE BAG



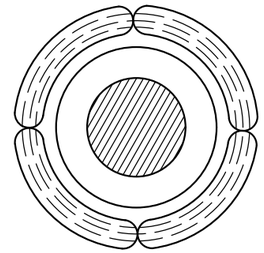
DIA OF ROUND PIPE (IN)	L (FT)	CLASS II d50=6" 12" DEPTH RIPRAP (CU YD)	CLASS III d50=9" 18" DEPTH RIPRAP (CU YD)	CLASS IV d50=12" 24" DEPTH RIPRAP (CU YD)
12	8	5	8	10
15	8	5	8	10
18	10	6	10	15
21	10	8	15	15
24	12	10	15	20
27	12	10	15	20
30	14	15	20	25
36	16	18	25	30
42	18	20	30	40
48	20	20	40	50

RIPRAP AT CULVERT END
NOT TO SCALE

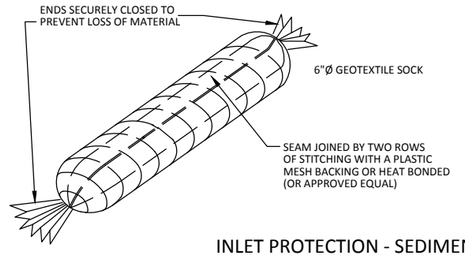


NOTE:
THIS INLET PROTECTION IS USED DURING ROUGH GRADING AND REMAIN UNTIL TURF ESTABLISHMENT

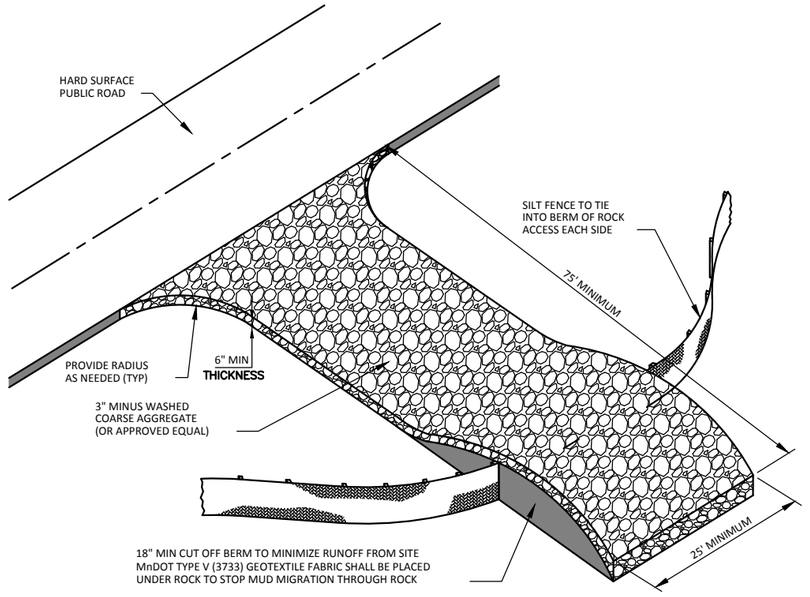
PAYMENT SHALL INCLUDE ALL MATERIALS, FILLING OF LOG, PLACEMENT, MAINTENANCE & REMOVAL; 80% OF BID PRICE SHALL BE PAID UPON PROPER PLACEMENT WITH THE FINAL 20% PAID UPON REMOVAL



INLET PROTECTION

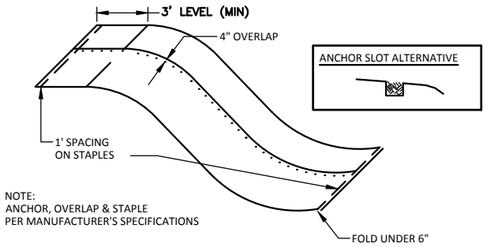


INLET PROTECTION - SEDIMENT CONTROL LOG
NOT TO SCALE

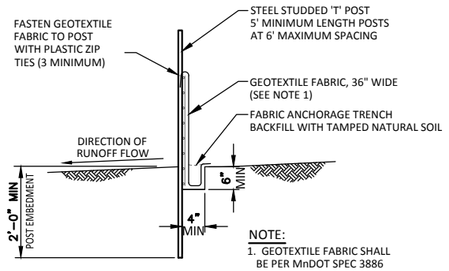


ROCK CONSTRUCTION ENTRANCE
NOT TO SCALE

* ALTERNATIVE TRACK OUT DEVICES ALLOWED WITH ENGINEER REVIEW



EROSION CONTROL BLANKET INSTALLATION
NOT TO SCALE



SILT FENCE - HEAVY DUTY
NOT TO SCALE

NOTE: DETAILS NOT TO SCALE

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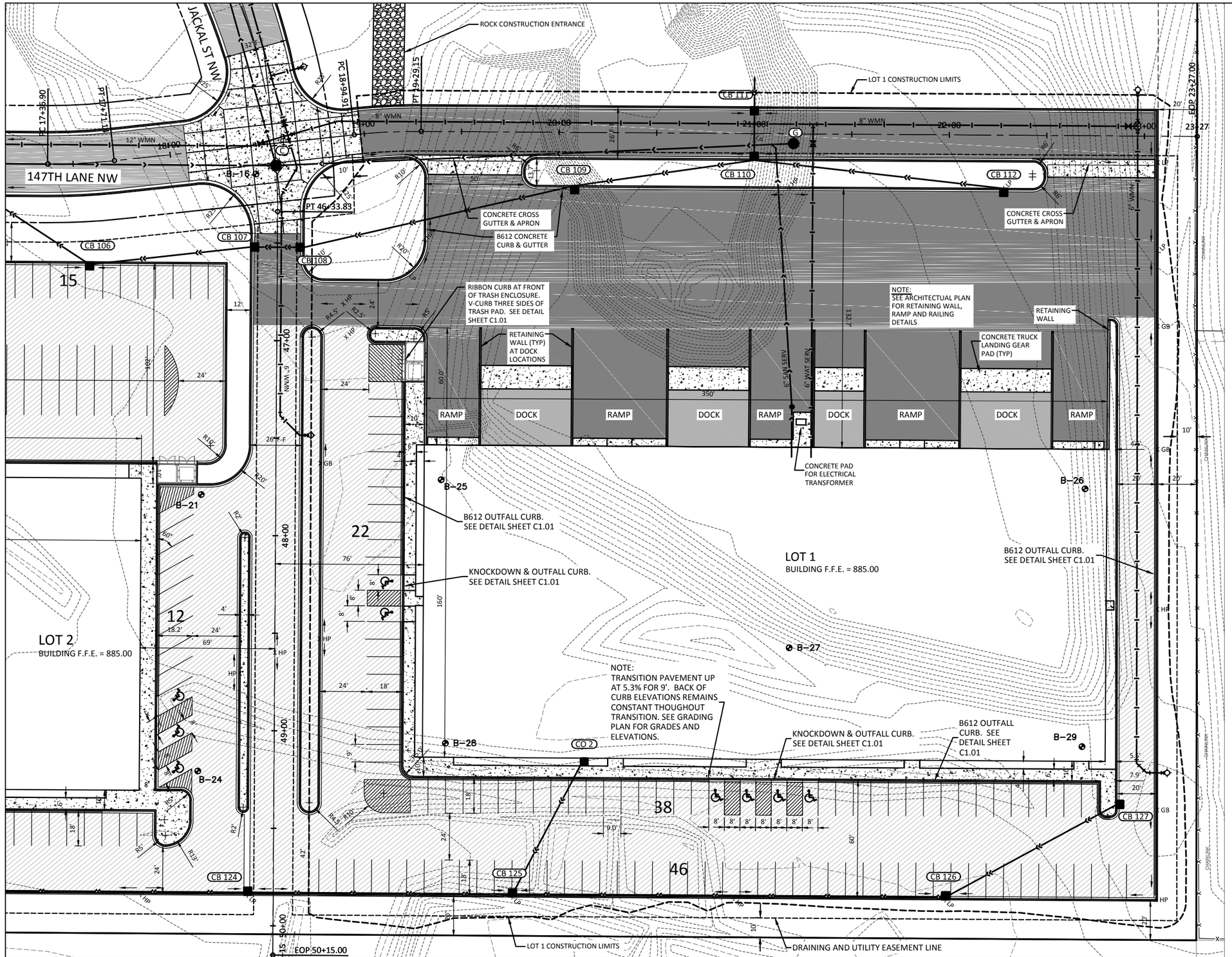
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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
EROSION CONTROL DETAILS

SHEET C2.05



LEGEND

- CONCRETE
- PAVEMENT SECTION (HD)
- PAVEMENT SECTION (LD)
- KNOCKDOWN OUTFALL CURB
- OUTFALL CURB
- INFALL CURB

NOTE:

ALL CURB AND GUTTER IN LOT 1 IS B612 UNLESS OTHERWISE NOTED

ALL CURB DIMENSIONS ARE TO FACE OF CURB UNLESS OTHERWISE NOTED.

CURB RADII ARE MEASURED AT BACK OF CURB.

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SCALE FEET

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1	JDP	8/17/2017

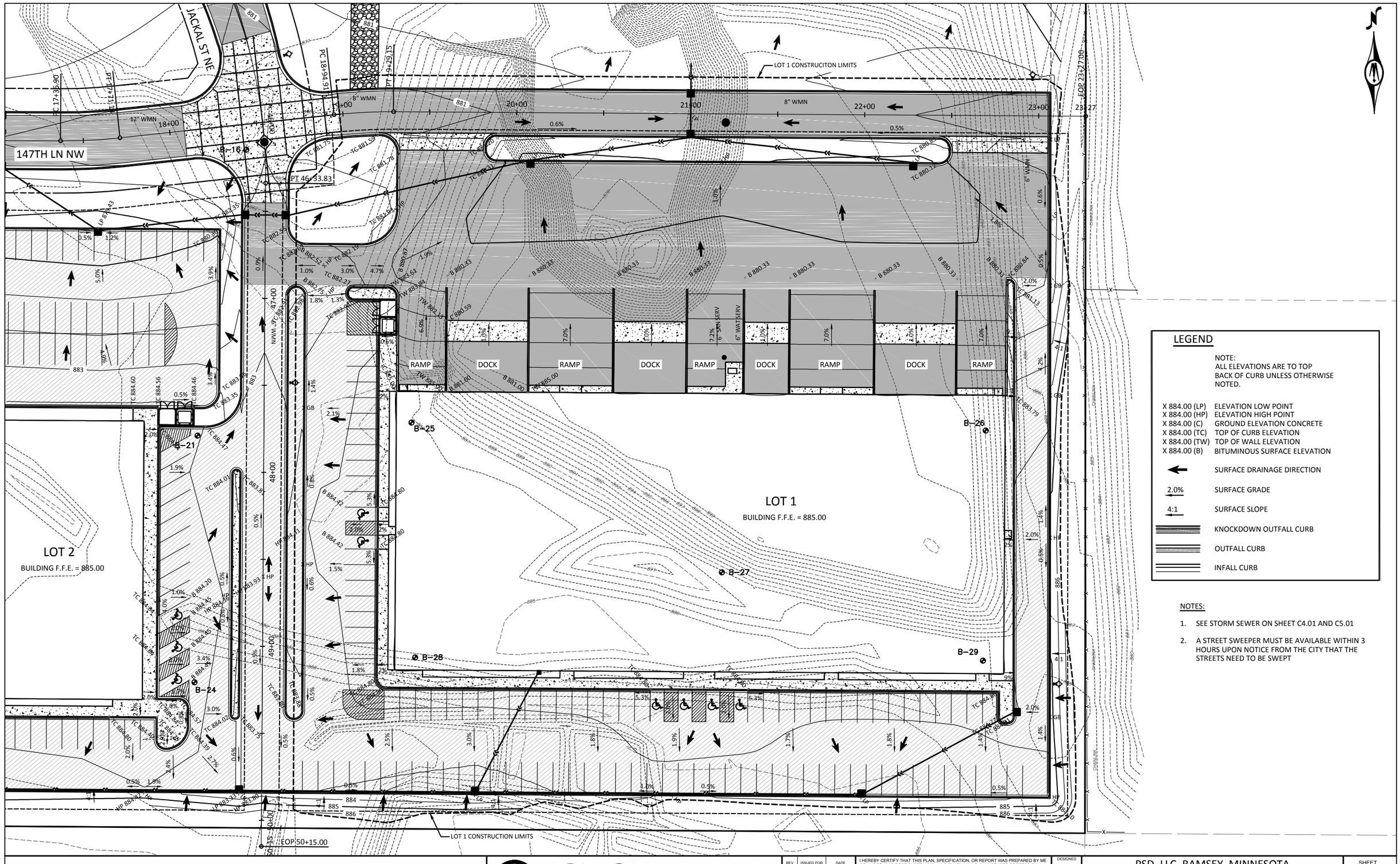
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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
LOT 1 SITE IMPROVEMENTS

SHEET C2.06



NOTES:

1. SEE STORM SEWER ON SHEET C4.01 AND C5.01
2. A STREET SWEEPER MUST BE AVAILABLE WITHIN 3 HOURS UPON NOTICE FROM THE CITY THAT THE STREETS NEED TO BE SWEPT

SCALE 0 30 60 FEET

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Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED JDP
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
LOT 1 GRADING PLAN

SHEET C3.01

WATERMAIN INSTALLED BY OTHERS WITH STREET IMPROVEMENTS

F&I:
24" STM BULKHEAD END

SANITARY MAIN AND STRUCTURE "G" INSTALLED BY OTHERS WITH STREET IMPROVEMENTS

WATERMAIN AND HYDRANT INSTALLED BY OTHERS WITH STREET IMPROVEMENTS

CONNECT TO EXISTING WATERMAIN STUB
ST. 21+27, 6' RT.
1 EA 6" GV & BOX

CONNECT TO EXISTING WATERMAIN STUB
ST. 22+95, 6' RT.

CONNECT TO EXISTING SANITARY SEWER STUB
STA. 21+12, 15' RT.

CONNECT TO EXISTING STORM SEWER STUB
STA. 46+51, 18' LT.

147th LANE NW

PT 47+47.10

PC 18+94.91

PT 19+29.15

PT 46+33.83

CB 106 CB 107 CB 108 CB 109 CB 110 CB 111 CB 112

30" STM 24" STM 18" STM 8" SAN 24" STM

161 LF 6" SANITARY SEWER SERVICE

171 LF 6" WATER SERVICE

350 LF 6" WMN

6" WMN

RAMP DOCK RAMP DOCK CO RAMP DOCK RAMP DOCK RAMP

ELECTRIC TRANSFORMER PAD

WATERMAIN AND HYDRANT INSTALLED BY OTHERS WITH STREET IMPROVEMENTS.

LOT 2

LOT 1
BLDG F.F.E. = 885.0

LEGEND
- CO — SANITARY SEWER SERVICE
- WATERMAIN
- STORM SEWER
- INSULATION

F&I:
1 EA HYDRANT
1 EA 6" GV & BOX
2 EA 6" 45° BENDS
GR EL. 883.20

CO 2

CB 124 CB 125 CB 126 CB 127

8" STM 42" STM

CONSTRUCTION LIMIT LINE

CONNECT TO EXISTING STORM SEWER STUB.

18" STM 15" STM 15" STM

EOP 50+04.32

EOP 50+15.00

EOP 23+27.00

23+27

CHAINLINK

47+00 48+00 49+00 50+00 50+15.00

18+00 19+00 20+00 21+00 22+00 23+00

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1	JDP	8/17/2017

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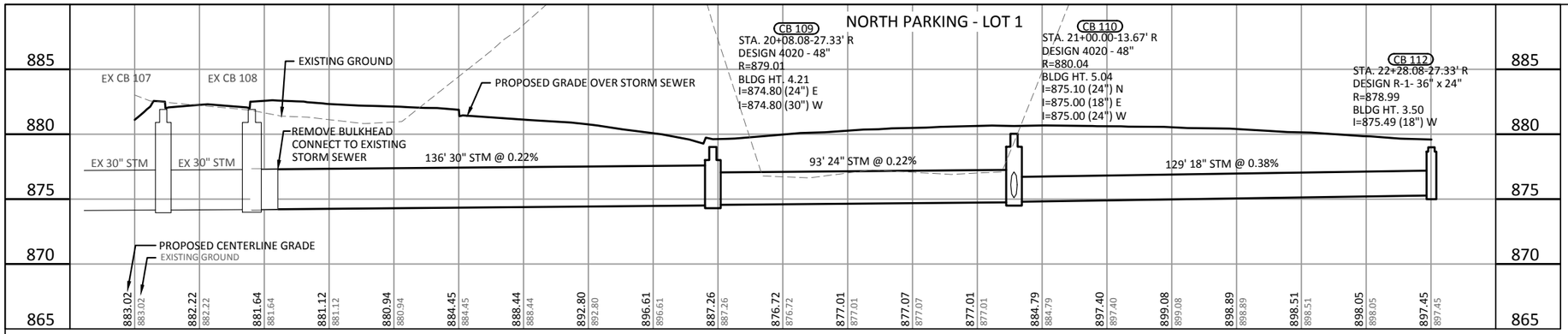
Joseph D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

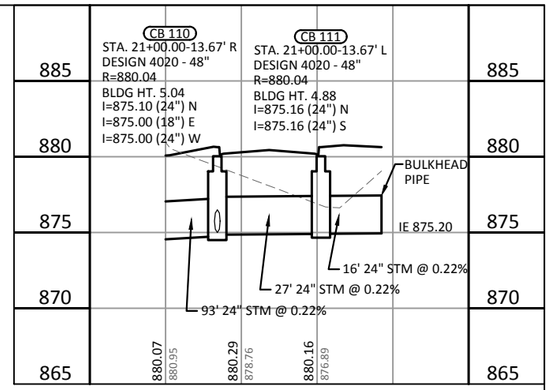
DESIGNED
DRAWN KGA
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 2
LOT 1 UTILITY PLAN

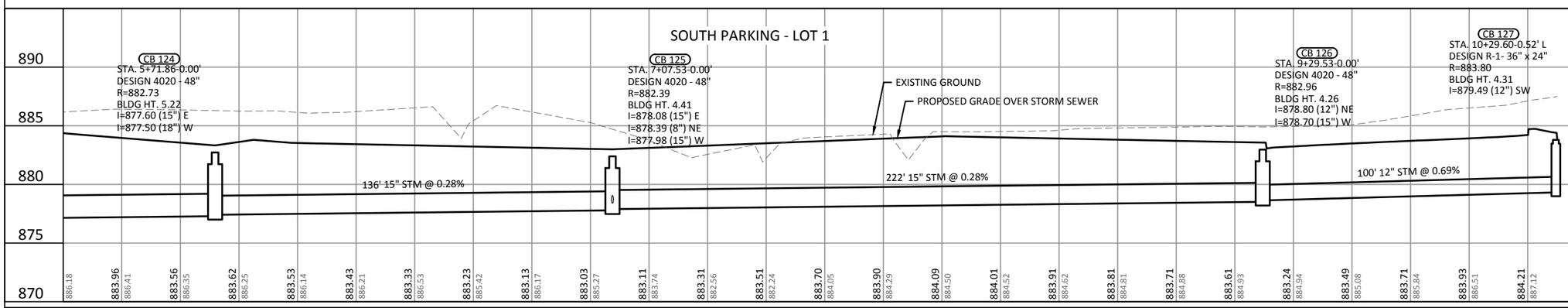
SHEET C4.01

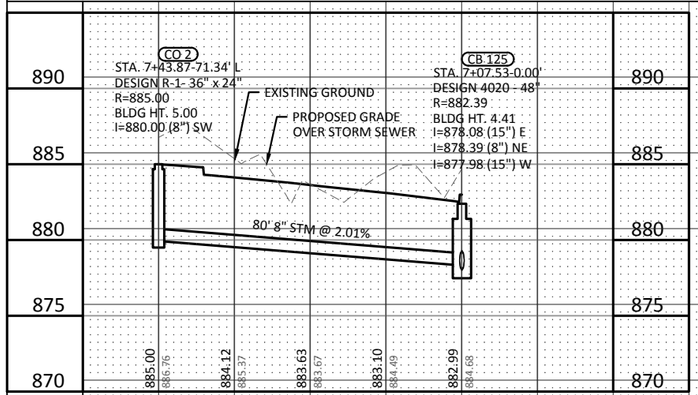
NORTH PARKING - LOT 1





SOUTH PARKING - LOT 1





HORZ. SCALE 0 20 40 FEET
VERT. SCALE 0 5 10 FEET

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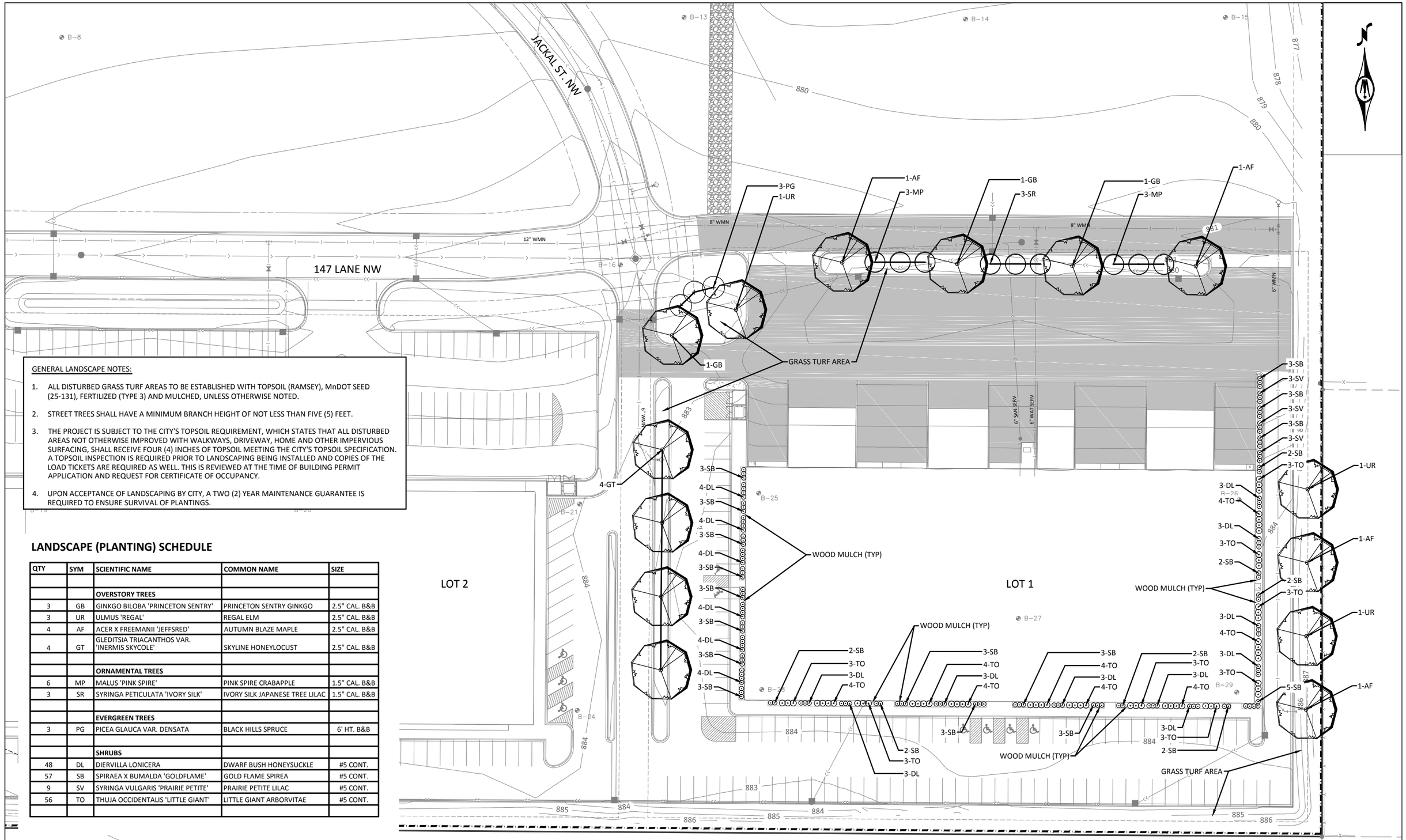
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Jason D. Pelawa
LIC. NO. 42603 DATE 08/04/2017

DESIGNED	JDP
DRAWN	KGA
CHECKED	JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK - LOT 1
LOT 1 STORM LEADS

SHEET C5.01



GENERAL LANDSCAPE NOTES:

1. ALL DISTURBED GRASS TURF AREAS TO BE ESTABLISHED WITH TOPSOIL (RAMSEY), MnDOT SEED (25-131), FERTILIZED (TYPE 3) AND MULCHED, UNLESS OTHERWISE NOTED.
2. STREET TREES SHALL HAVE A MINIMUM BRANCH HEIGHT OF NOT LESS THAN FIVE (5) FEET.
3. THE PROJECT IS SUBJECT TO THE CITY'S TOPSOIL REQUIREMENT, WHICH STATES THAT ALL DISTURBED AREAS NOT OTHERWISE IMPROVED WITH WALKWAYS, DRIVEWAY, HOME AND OTHER IMPERVIOUS SURFACING, SHALL RECEIVE FOUR (4) INCHES OF TOPSOIL MEETING THE CITY'S TOPSOIL SPECIFICATION. A TOPSOIL INSPECTION IS REQUIRED PRIOR TO LANDSCAPING BEING INSTALLED AND COPIES OF THE LOAD TICKETS ARE REQUIRED AS WELL. THIS IS REVIEWED AT THE TIME OF BUILDING PERMIT APPLICATION AND REQUEST FOR CERTIFICATE OF OCCUPANCY.
4. UPON ACCEPTANCE OF LANDSCAPING BY CITY, A TWO (2) YEAR MAINTENANCE GUARANTEE IS REQUIRED TO ENSURE SURVIVAL OF PLANTINGS.

LANDSCAPE (PLANTING) SCHEDULE

QTY	SYM	SCIENTIFIC NAME	COMMON NAME	SIZE
		OVERSTORY TREES		
3	GB	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	2.5" CAL. B&B
3	UR	ULMUS 'REGAL'	REGAL ELM	2.5" CAL. B&B
4	AF	ACER X FREEMANII 'JEFFSRED'	AUTUMN BLAZE MAPLE	2.5" CAL. B&B
4	GT	GLEDITSIA TRIACANTHOS VAR. 'INERMIS SKYCOLE'	SKYLINE HONEYLOCUST	2.5" CAL. B&B
		ORNAMENTAL TREES		
6	MP	MALUS 'PINK SPIRE'	PINK SPIRE CRABAPPLE	1.5" CAL. B&B
3	SR	SYRINGA PETICULATA 'IVORY SILK'	IVORY SILK JAPANESE TREE LILAC	1.5" CAL. B&B
		EVERGREEN TREES		
3	PG	PICEA GLAUCA VAR. DENSATA	BLACK HILLS SPRUCE	6' HT. B&B
		SHRUBS		
48	DL	DIERVILLA LONICERA	DWARF BUSH HONEYSUCKLE	#5 CONT.
57	SB	SPIRAEA X BUMALDA 'GOLDFLAME'	GOLD FLAME SPIREA	#5 CONT.
9	SV	SYRINGA VULGARIS 'PRAIRIE PETITE'	PRAIRIE PETITE LILAC	#5 CONT.
56	TO	THUJA OCCIDENTALIS 'LITTLE GIANT'	LITTLE GIANT ARBORVITAE	#5 CONT.

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JONATHAN D. NELSEN
LIC. NO. 53433 DATE 08/04/2017

DESIGNED JDN
DRAWN JDN
CHECKED JDP

PSD, LLC. RAMSEY, MINNESOTA
BUNKER LAKE INDUSTRIAL PARK
LANDSCAPE RESTORATION PLAN

SHEET L1.01

CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR BUNKER LAKE INDUSTRIAL PARK ADDITION
PUBLIC IMPROVEMENTS

This Agreement (hereinafter the "Agreement") is dated as of this __ day of ____, 2017 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **PSD, LLC.**, a Minnesota Corporation (the "**PERMITTEE**").

Recitals

A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the "Subject Property").

B. The **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as BUNKER LAKE INDUSTRIAL PARK ADDITION (the "Plat").

C. The Plat re-subdivides the Subject Property into Lots 1 and 2, Block 1 and Outlots A-C (inclusive), Bunker Lake Industrial Park Addition, Anoka County, Minnesota.

Agreement

1. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.

2. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:

   a. The **PERMITTEE'S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.

   b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property either through a

DRAFT

currently certified abstract, registered property abstract or title insurance commitment or policy**.**

c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE'S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.

3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Bolton and Menk, Inc., dated August 17, 2017. The Plans remain subject to: (a) **CITY** Staff's review and approval of the Plans to, among other things, confirm that the revisions requested in the **CITY** Staff's review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY'S** files.

4. Stage I Improvements. The improvements the **PERMITTEE** will construct or install are as follows:

a. Trunk and lateral sanitary sewer.
b. Trunk and lateral water main.
c. Storm drainage facilities (when specified).
d. Stormwater maintenance through 90 percent buildout.
e. Streets.
f. Concrete curb and gutter (urban).
g. Street traffic control signals.
h. Lot grading.
i. Trail development.
j. Sidewalks.
k. Electricity (within one-fourth mile).
l. Phone (within one-fourth mile).
m. Natural gas (within one-fourth mile).
n. Boulevard sodding.
o. Water shut off boxes.
p. Landscaping for noise mitigation

(the "Stage I Improvements").

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release in its entirety the required Stage I Improvement Financial Guarantee noted in paragraph #6 below until such as-built plans are received by the **CITY**. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

DRAFT

The CITY is constructing Stage I Improvements in Bunker Lake Boulevard and Puma Street, including trunk water main, trunk sanitary sewer, and street improvements. These improvements are required improvements related to the Plat.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.

6. Stage I Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **($781,000.00),** which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements ($624,800 x 1.25). Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, The **PERMITTEE** may request a reduction in the amount of the financial guarantee.

7. Inspection Fees for the Stage I Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of **($31,240.00)**, which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements ($642,800 x .05). The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, acceptance by the **CITY**.

8. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans for the Stage I Improvements.

9. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Plat.

10. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY'S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 6 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 6 or allows such financial guarantee to lapse, expire or otherwise terminate.

11. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY'S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the **PERMITTEE'S** installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.

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12. Stage II **CITY** Improvements. The future improvements the **PERMITTEE** must construct or install are as follows:

a. Street lights per agreement with Connexus Energy
b. Installation of survey monumentation.

(the "Stage II Improvements"). The **PERMITTEE** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded.

PERMITTEE must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage II Improvements and acceptance by the **CITY**. As as-built plans are a required Stage II Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in paragraph #6 above until **CITY** has received the as-built plans. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

13. Financial Guaranty for Stage II Improvements. The financial guarantee for the Stage II Improvements is covered as part of Paragraph 6 above.

14. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of **$156,200.00** ($624,800 x .25), which is 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvement. The warranty must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or a cash escrow.

15. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

16. Payment of Development Fee's. The **PERMITTEE** must pay to the **CITY** the fees, which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Light as well as Street Light Operation and Maintenance Fees. The CITY and PERMITTEE have entered into separate Development Agreements for individual lots. The respective development fees will be collected as part of the respective Development Agreements for the individual sites.

17. Requirements for Building and Occupancy Permits.

a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) the financial

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guaranty described in Section 6 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka County Soil Conservation District and has provided a copy of each such permit to the **CITY;** and

b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place, and operational (including utility extensions in Bunker Lake Boulevard and Puma Street) and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.

18. **PERMITTEE** Defaults. If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:

a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;

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b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief;

c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults; and

d. The Plat is contingent upon executing an Assessment Agreement with the **CITY** for improvements to Bunker Lake Boulevard and Puma Street. The **PERMITTEE** agrees that the **CITY** may withhold construction authorized by this Agreement in the event of default of the Assessment Agreement.

e. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 6 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18(d).

19. Miscellaneous.

a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.

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d. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.

e. Boulevard and Wetland Restoration. The **PERMITTEE** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.

f. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

g. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.

h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

i. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.

j. Reimbursement to the **CITY**. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

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k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.

l. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO PERMITTEE:
PSD, LLC.
Attn: Matt Kuker
7533 Sunwood Dr. NW
Ramsey, MN 55303

TO THE CITY:
City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

[The remainder of this page is intentionally left blank.]

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THE PERMITTEE:

PSD, LLC.

By:_____, Stephen Bona
Its: Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ , 2017, by Matt Kuker, Manager of PSD, LLC., a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

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THE CITY:

CITY OF RAMSEY

By:_____
Its: Mayor

By:_____
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this_____ day of_____ 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

_____

Notary Public

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This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

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

EXHIBIT A
Legal Description of the Subject Property

Outlot B, Alpha Development, Anoka County, Minnesota

- Or upon recording-

Lots 1 and 2, Block 1 and Outlots A-C (inclusive), Bunker Lake Industrial Park Addition, Anoka County, Minnesota.

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CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR BUNKER LAKE INDUSTRIAL PARK ADDITION
ADRENALINE SPORT CENTER

This Agreement (hereinafter the "Agreement") is dated as of this __ day of ____, 2017 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **BLIP I, LLC.**, a Minnesota Corporation (the "**PERMITTEE**").

Recitals

A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the "Subject Property").

B. The **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as BUNKER LAKE INDUSTRIAL PARK ADDITION (the "Plat").

C. The Plat re-subdivides the Subject Property into Lots 1 and 2, Block 1 and Outlots A-C (inclusive), Bunker Lake Industrial Park Addition, Anoka County, Minnesota.

Agreement

1. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.

2. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:

   a. The **PERMITTEE'S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.

   b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property either through a

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currently certified abstract, registered property abstract or title insurance commitment or policy**.**

c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE'S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.

3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Bolton and Menk, Inc., dated August 17, 2017. The Plans remain subject to: (a) **CITY** Staff's review and approval of the Plans to, among other things, confirm that the revisions requested in the **CITY** Staff's review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY'S** files.

4. Stage I Improvements. The improvements the **PERMITTEE** will construct or install are as follows:

a. Trunk and lateral sanitary sewer.
b. Trunk and lateral water main.
c. Storm drainage facilities (when specified).
d. Stormwater maintenance through 90 percent buildout.
e. Streets.
f. Concrete curb and gutter (urban).
g. Street traffic control signals.
h. Lot grading.
i. Trail development.
j. Sidewalks.
k. Electricity (within one-fourth mile).
l. Phone (within one-fourth mile).
m. Natural gas (within one-fourth mile).
n. Boulevard sodding.
o. Water shut off boxes.
p. Landscaping for noise mitigation

(the "Stage I Improvements").

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release in its entirety the required Stage I Improvement Financial Guarantee noted in paragraph #6 below until such as-built plans are received by the **CITY**. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

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The CITY is constructing Stage I Improvements in Bunker Lake Boulevard and Puma Street, including trunk water main, trunk sanitary sewer, and street improvements. These improvements are required improvements related to the Plat.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.

6. Stage I Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **($502,625.00),** which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements ($402,100 x 1.25). Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, The **PERMITTEE** may request a reduction in the amount of the financial guarantee.

7. Inspection Fees for the Stage I Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of **($20,105.00)**, which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements ($402,100 x .05). The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, acceptance by the **CITY**.

8. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans for the Stage I Improvements.

9. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Plat.

10. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY'S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 6 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 6 or allows such financial guarantee to lapse, expire or otherwise terminate.

11. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY'S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the **PERMITTEE'S** installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.

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12. Stage II **CITY** Improvements. The future improvements the **PERMITTEE** must construct or install are as follows:

a. Street lights per agreement with Connexus Energy
b. Installation of survey monumentation.

(the "Stage II Improvements"). The **PERMITTEE** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded.

PERMITTEE must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage II Improvements and acceptance by the **CITY**. As as-built plans are a required Stage II Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in paragraph #6 above until **CITY** has received the as-built plans. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

13. Financial Guaranty for Stage II Improvements. The **CITY** does not require a financial guaranty to secure the **PERMITTEE'S** obligation to construct the Stage II Improvements.

14. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of **$100,525.00** ($402,100 x .25), which is 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvement. The warranty must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or a cash escrow.

15. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

16. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Light as well as Street Light Operation and Maintenance Fees.

17. Requirements for Building and Occupancy Permits.

a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) the financial guaranty described in Section 6 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka

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County Soil Conservation District and has provided a copy of each such permit to the **CITY;** and

b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place, and operational (including utility extensions in Bunker Lake Boulevard and Puma Street) and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.

18. **PERMITTEE** Defaults. If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:

a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;

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b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief;

c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults; and

d. The Plat is contingent upon executing an Assessment Agreement with the **CITY** for improvements to Bunker Lake Boulevard and Puma Street. The **PERMITTEE** agrees that the **CITY** may withhold construction authorized by this Agreement in the event of default of the Assessment Agreement.

e. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 6 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18(d).

19. Miscellaneous.

a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.

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d. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.

e. Boulevard and Wetland Restoration. The **PERMITTEE** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.

f. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

g. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.

h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

i. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.

j. Reimbursement to the **CITY**. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

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k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.

l. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO PERMITTEE:
BLIP I, LLC.
Attn: Matt Kuker
7533 Sunwood Dr. NW
Ramsey, MN 55303

TO THE CITY:
City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

[The remainder of this page is intentionally left blank.]

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THE PERMITTEE:

BLIP I, LLC.

By:_____, Matt Kuker
Its: Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ , 2017, by Matt Kuker, Manager of BLIP I, LLC., a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

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THE CITY:

CITY OF RAMSEY

By:_____
Its: Mayor

By:_____
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this_____ day of_____ 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

_____

Notary Public

DRAFT

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

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

EXHIBIT A

Legal Description of the Subject Property

Outlot B, Alpha Development, Anoka County, Minnesota

- Or upon recording-

Lot 2, Block 1, Bunker Lake Industrial Park Addition, Anoka County, Minnesota.

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EXHIBIT B

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements. **PERMITTEE** must pay a Park Dedication Fee of **$18,984.00**. The **PERMITTEE** acknowledges that these fees are estimates.

2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **$5,424.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of **$15,712.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **$29,113.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

5. Sanitary Sewer Lateral Benefit Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no sanitary sewer lateral benefit fee is due.

6. Water Lateral Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no water lateral benefit fee is due.

7. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **$21,307.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

8. Street Light Operation and Maintenance Fee. The **PERMITTEE** is responsible for a Street Light Operation and Maintenance Fee of $294 per light. The rate in effect when the Plat is recorded will be collected.

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CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR BUNKER LAKE INDUSTRIAL PARK ADDITION
LOT 1, BLOCK 1, BUNKER LAKE INDUSTRIAL PARK ADDITION

This Agreement (hereinafter the "Agreement") is dated as of this __ day of ____, 2017 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **BLIP II, LLC.**, a Minnesota Corporation (the "**PERMITTEE**").

Recitals

A. The **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the "Subject Property").

B. The **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as BUNKER LAKE INDUSTRIAL PARK ADDITION (the "Plat").

C. The Plat re-subdivides the Subject Property into Lots 1 and 2, Block 1 and Outlots A-C (inclusive), Bunker Lake Industrial Park Addition, Anoka County, Minnesota.

Agreement

1. Recitals. Recitals incorporated. The recitals stated above are hereby incorporated into this Agreement and are made part of this Agreement by reference.

2. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:

   a. The **PERMITTEE'S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.

   b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property either through a

currently certified abstract, registered property abstract or title insurance commitment or policy**.**

c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE'S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of each entity which grants such authority.

3. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by Bolton and Menk, Inc., dated August 17, 2017. The Plans remain subject to: (a) **CITY** Staff's review and approval of the Plans to, among other things, confirm that the revisions requested in the **CITY** Staff's review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY'S** files.

4. Stage I Improvements. The improvements the **PERMITTEE** will construct or install are as follows:

a. Trunk and lateral sanitary sewer.
b. Trunk and lateral water main.
c. Storm drainage facilities (when specified).
d. Stormwater maintenance through 90 percent buildout.
e. Streets.
f. Concrete curb and gutter (urban).
g. Street traffic control signals.
h. Lot grading.
i. Trail development.
j. Sidewalks.
k. Electricity (within one-fourth mile).
l. Phone (within one-fourth mile).
m. Natural gas (within one-fourth mile).
n. Boulevard sodding.
o. Water shut off boxes.
p. Landscaping for noise mitigation

(the "Stage I Improvements").

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release in its entirety the required Stage I Improvement Financial Guarantee noted in paragraph #6 below until such as-built plans are received by the **CITY**. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

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The CITY is constructing Stage I Improvements in Bunker Lake Boulevard and Puma Street, including trunk water main, trunk sanitary sewer, and street improvements. These improvements are required improvements related to the Plat.

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.

6. Stage I Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **($468,000.00),** which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements ($374,400 x 1.25). Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, The **PERMITTEE** may request a reduction in the amount of the financial guarantee.

7. Inspection Fees for the Stage I Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of **($18,720.00)**, which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements ($374,400 x .05). The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, acceptance by the **CITY**.

8. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans for the Stage I Improvements.

9. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete the Stage I Improvements within one (1) year after the recording of the Plat.

10. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY'S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 6 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 6 or allows such financial guarantee to lapse, expire or otherwise terminate.

11. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY'S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the **PERMITTEE'S** installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.

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12. Stage II **CITY** Improvements. The future improvements the **PERMITTEE** must construct or install are as follows:

a. Street lights per agreement with Connexus Energy
b. Installation of survey monumentation.

(the "Stage II Improvements"). The **PERMITTEE** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded.

PERMITTEE must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage II Improvements and acceptance by the **CITY**. As as-built plans are a required Stage II Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in paragraph #6 above until **CITY** has received the as-built plans. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

13. Financial Guaranty for Stage II Improvements. The **CITY** does not require a financial guaranty to secure the **PERMITTEE'S** obligation to construct the Stage II Improvements.

14. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of **$93,600.00** ($374,400 x .25), which is 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvement. The warranty must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or a cash escrow.

15. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

16. Payment of Development Fees. The **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Light as well as Street Light Operation and Maintenance Fees.

17. Requirements for Building and Occupancy Permits.

a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) the financial guaranty described in Section 6 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and the Anoka

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County Soil Conservation District and has provided a copy of each such permit to the **CITY;** and

b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place, and operational (including utility extensions in Bunker Lake Boulevard and Puma Street) and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.

18. **PERMITTEE** Defaults. If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:

a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;

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b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief;

c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults; and

d. The Plat is contingent upon executing an Assessment Agreement with the **CITY** for improvements to Bunker Lake Boulevard and Puma Street. The **PERMITTEE** agrees that the **CITY** may withhold construction authorized by this Agreement in the event of default of the Assessment Agreement.

e. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 6 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18(d).

19. Miscellaneous.

a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.

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g. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.

h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

i. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.

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TO PERMITTEE:
BLIP II, LLC.
Attn: Matt Kuker
7533 Sunwood Dr. NW
Ramsey, MN 55303

TO THE CITY:
City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

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THE PERMITTEE:

BLIP II, LLC.

By:_____, Matt Kuker
Its: Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ , 2017, by Matt Kuker, Manager of BLIP II, LLC., a Minnesota Corporation, under the laws of the State of Minnesota on behalf of the corporation.

_____
Notary Public

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THE CITY:

CITY OF RAMSEY

By:_____
Its: Mayor

By:_____
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this_____ day of_____ 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

_____

Notary Public

DRAFT

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

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

EXHIBIT A

Legal Description of the Subject Property

Outlot B, Alpha Development, Anoka County, Minnesota

- Or upon recording-

Lot 1, Block 1, Bunker Lake Industrial Park Addition, Anoka County, Minnesota.

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EXHIBIT B

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements. **PERMITTEE** must pay a Park Dedication Fee of **$18,684.00**. The **PERMITTEE** acknowledges that these fees are estimates.

2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. **PERMITTEE** must pay a Trail Development Fee of **$5,328.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of **$15,433.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. **PERMITTEE** must pay a Water Trunk Fee of **$28,598.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

5. Sanitary Sewer Lateral Benefit Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no sanitary sewer lateral benefit fee is due.

6. Water Lateral Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no water lateral benefit fee is due.

7. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. **PERMITTEE** must pay a Stormwater Management Fee of **$20,930.00**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

8. Street Light Operation and Maintenance Fee. The **PERMITTEE** is responsible for a Street Light Operation and Maintenance Fee of $294 per light. The rate in effect when the Plat is recorded will be collected.

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Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION # 17-10-256

RESOLUTION GRANTING DEVELOPMENT AGREEMENT APPROVAL OF BUNKER LAKE INDUSTRIAL PARK, RELEASE FROM DEVELOPMENT AGREEMENT FOR ALPHA DEVELOPMENT, AND RELEASE FROM ASSESSMENT AGREEMENT

WHEREAS, PSD, LLC, hereafter referred to as "Developer", properly received Final Plat and Site Plan approval of the following described property located in the City of Ramsey:

That part of Outlot B Alpha Development lying within the Northeast Quarter of the Northwest Quarter of Section 29, Township 32, Range 25, Anoka County, Minnesota

-and-

That part of the Outlot B Alpha Development lying within the Northwest Quarter of the Northeast Quarter of Section 29, Township 32, Range 25, Anoka County, Minnesota

(the 'Subject Property');

WHEREAS, the CITY requires that the DEVELOPER enter into a Development Agreement with the CITY to ensure the timely installation of required improvements; and

WHEREAS, the DEVELOPER desires to assign obligations for the required public infrastructure to PSD, LLC, obligations for Lot 1, Block 1, Bunker Lake Industrial Park Addition to BLIP II, LLC, and obligations for Lot 2, Block 1, Bunker Lake Industrial Park Addition to BLIP I, LLC.

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

1) That the Ramsey City Council hereby grants Development Agreement approval for Bunker Lake Industrial Park Addition with PSD, LLC and authorizes the Mayor and City Administrator to sign on behalf of the City.
2) That the Ramsey City Council hereby grants Development Agreement approval for Lot 1, Block 1, Bunker Lake Industrial Park Addition with BLIP II, LLC and authorizes the Mayor and City Administrator to sign on behalf of the City.
3) That the Ramsey City Council hereby grants Development Agreement approval for Lot 2, Block 1, Bunker Lake Industrial Park Addition with BLIP I, LLC and authorizes the Mayor and City Administrator to sign on behalf of the City.
4) That the Ramsey City Council hereby releases the Subject Property from the Development Agreement by and between the City and Hageman Holdings, LLC dated May 20, 2011 and recorded on May 23, 2011 as Document No. 2022343.005, Amended and Restated by Document No. 2160375.002.

~~3)~~5) That the Ramsey City Council hereby releases the Subject Property for the Assessment Agreement dated May 20, 2011, filed May 23, 2011 as Document No. 2022343.006.

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 10th day of October, 2017

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **7. 5.**

Meeting Date: 10/10/2017

Submitted For: Tim Gladhill, Community Development

By: Eric Maass, Community Development

Information

Title

Adopt Resolution #17-10-259 Approving Development Agreement for Greenway Terrace (Project #16-84); Case of AEON, LLC

Purpose/Background:

The purpose of this case is to approve a Development Agreement for a private development project known as Greenway Terrace that was approved earlier this year by the City Council.

Observations/Alternatives:

Staff is currently working through a few minor clarifications with the Developer regarding the engineers estimate and stormwater fee. However existing estimates have been included in the draft development agreement based upon information currently available. Staff will continue to work with the Developer for any minor refinement that may be required regarding the fees and surety required for the development to ensure the City is protected.

Recommendation:

Staff recommends that the City Council adopt Resolution #17-10-259 approving a development agreement for Greenway Terrace.

Action:

Motion to adopt Resolution #17-10-259 approving a development agreement for Greenway Terrace.

Attachments

Location Map

Resolution #17-10-259 Approving Development Agreement

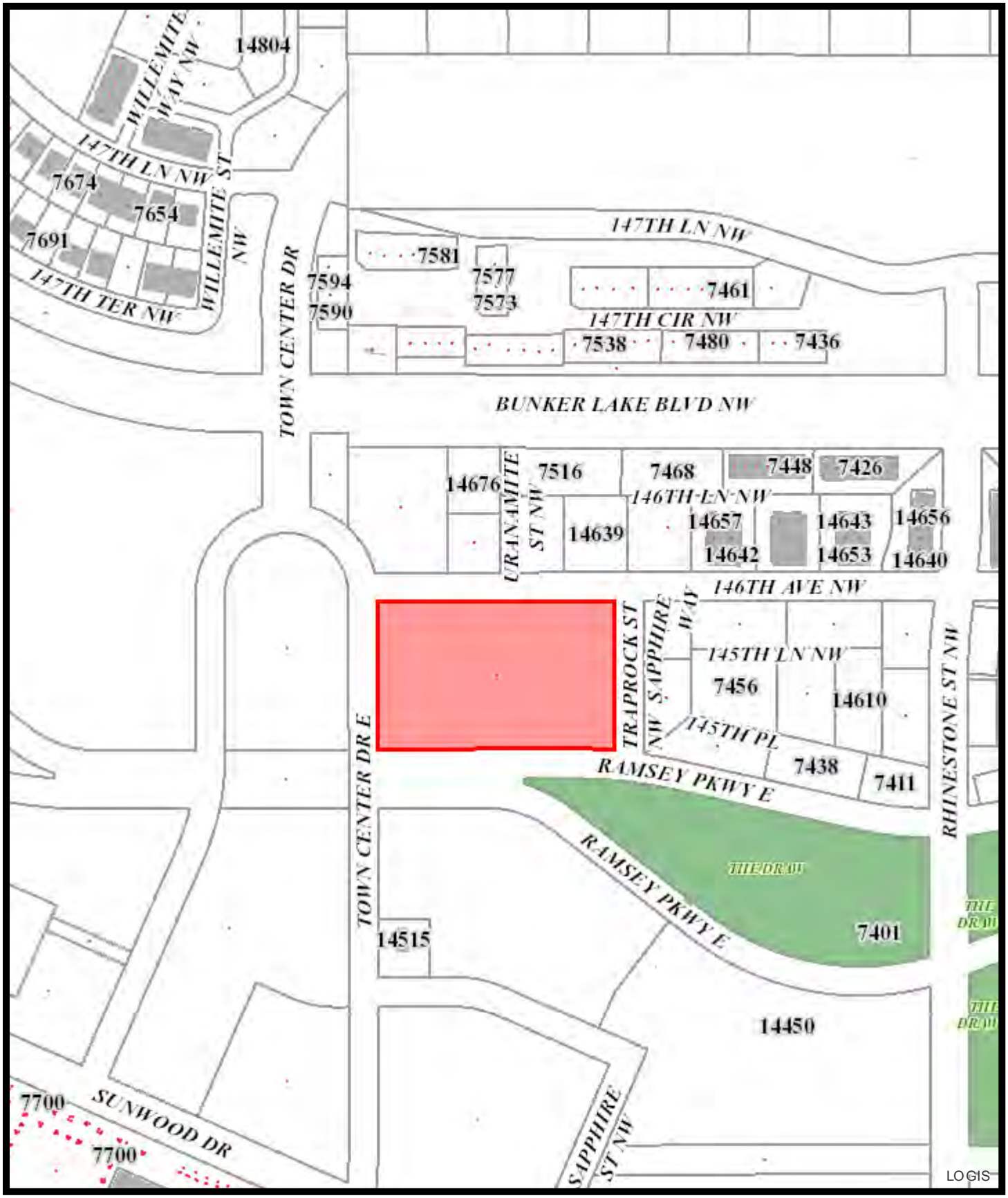
Greenway Terrace Development Agreement

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	10/05/2017 03:00 PM
Kurt Ulrich	Kurt Ulrich	10/05/2017 04:14 PM
Form Started By: Eric Maass		Started On: 10/05/2017 10:32 AM
Final Approval Date: 10/05/2017		

Site Location Map

Greenway Terrace



Feet

0 65 130 260 390 520

Print Date: June 13, 2017

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

RESOLUTION #17-10-259

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR GREENWAY TERRACE

WHEREAS, Aeon Portfolio II LLC hereafter referred to as "Developer", properly applied for Final Plat approval of the following described property located in the City of Ramsey:

Outlot A, Ramsey Town Center 7th Addition, Anoka County, Minnesota

(Subject Property)

WHEREAS, on June 27, 2017, the Environmental Policy Board reviewed the proposed minor subdivision as a sketch plan; and

WHEREAS, on July 6, 2017 the Planning Commission reviewed the proposed minor subdivision as a sketch plan; and

WHEREAS, on August 22, 2017, the City Council approved the Final Plat for GREENWAY TERRACE; and

WHEREAS, on June 1, 2017, the Developer submitted the Final Plat for Greenway Terrace.

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 for GREENWAY TERRACE in accordance with relevant City Codes contingent upon the following conditions:

1. Review and approval of construction plans by the City Engineer.
2. Incorporation of date of revisions for final plan set.
3. Review and approval as to legal from by the City Attorney.

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 10th day of October, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR GREENWAY TERRACE

This Agreement (hereinafter the "Agreement") is dated as of this ____ day of _____, 2017 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **Ramsey Station Apartment Limited Partnership** (the "**PERMITTEE**").

WHEREAS, the **PERMITTEE** is the owner of land legally described on the attached Exhibit A (the "Subject Property").

WHEREAS, the **PERMITTEE** has received approval from the **CITY** to subdivide the Subject Property and plat the same as Greenway Terrace (the "Plat").

WHEREAS, the Plat re-subdivides the Subject Property into Lot 1, Block 1, and Outlot A, Greenway Terrace, Anoka County, Minnesota.

THEREFORE, THE **CITY** AND THE **PERMITTEE** AGREE AS FOLLOWS:

1. Conditions of Approval. The **CITY** has approved the Plat subject to satisfaction of the following conditions subsequent:

   a. The **PERMITTEE'S** Execution of this Agreement. That the **PERMITTEE** enter into this Agreement.

   b. Marketable Title. That prior to recording the Plat, the **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Subject Property either through a currently certified abstract, registered property abstract or title insurance commitment or policy**.**

   c. Proof of Authority. That the **PERMITTEE** provide proof that the respective governing boards of the **PERMITTEE** have authorized the **PERMITTEE'S** execution of this Agreement. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes or resolution of the governing board of each entity which grants such authority.

2. The Plans. The term "Plans" as used in this Agreement means the Final Plat Plans prepared by James R. Hill, Inc. dated July 25, 2017, revised August 24, 2017, and September 12, 2017. The Plans remain subject to: (a) **CITY** Staff's review and approval of the Plans to, among other things, confirm that the revisions requested in the **CITY** Staff's review letter have been made; and (b) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY'S** files.

3. Stage I Improvements. The improvements the **PERMITTEE** will construct or install are as follows:

   a. Streets (not required)

b. Concrete curb and gutter
c. Street traffic control devices (not required)
d. Lot grading
e. Sidewalks
f. Boulevard sodding
g. Trunk and lateral sanitary sewer
h. Trunk and lateral water main
i. Storm drainage facilities
j. Electricity (within one-fourth mile)
k. Phone (within one-fourth mile)
l. Natural gas (within one-fourth mile)
m. Water shut off boxes

(the "Stage I Improvements").

The **PERMITTEE** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release in its entirety the required Stage I Improvement Financial Guarantee noted in paragraph #6 below until such as-built plans are received by the **CITY**. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

4. Additional Requirements Related to Certain Stage I Improvements. *This paragraph intentionally deleted.*

5. Lot Corner Staking. The **PERMITTEE** must install lot corner stakes at all lot corners.

6. Stage I Improvement Financial Guarantee. The **PERMITTEE** shall provide a financial guarantee to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. The **PERMITTEE** shall be responsible for a financial guarantee in the amount of **($578,732.50),** which amount is 125% of the **CITY** Engineer's estimated cost of the Stage I Improvements ($462,986 x 1.25). Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), acceptance by the **CITY**, supported by appropriate lien waivers, The **PERMITTEE** may request a reduction in the amount of the financial guarantee.

7. Inspection Fees for the Stage I Improvements. The **PERMITTEE** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements. The **PERMITTEE** shall be responsible for an inspection fee in the amount of

($23,149.30), which amount is 5% of the City Engineer's estimated cost of the Stage I Improvements ($462,986.00 x .05). The inspection fee must be in the form of a cash escrow. The **PERMITTEE** may request a refund of the remaining balance in the escrow upon completion of the Stage I Improvements, acceptance by the **CITY**, and supported by appropriate lien waivers.

8. Installation of the Stage I Improvements. The **PERMITTEE** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **PERMITTEE** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion of the Stage I Improvements, the **PERMITTEE** shall provide the **CITY** with a complete set of reproducible "As Built" plans for the Stage I Improvements.

9. Time of Performance for the Stage I Improvements. The **PERMITTEE** must complete all Stage I Improvements by December 31, 2018.

10. Ownership of the Stage I Improvements. The **PERMITTEE** owns the Stage I Improvements until the **CITY'S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 6 and except to the extent the **CITY** and the **PERMITTEE** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 6 or allows such financial guarantee to lapse, expire or otherwise terminate.

11. Stage I Improvements License. The **PERMITTEE** hereby grants the **CITY** and the **CITY'S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the **CITY** deems appropriate during the **PERMITTEE'S** installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.

12. Stage II **CITY** Improvements. The future improvements the **PERMITTEE** must construct or install are as follows:

    a. Street striping and signing (not required)
    b. Street lights (not required)
    c. Installation of survey monumentation.

(the "Stage II Improvements"). The **PERMITTEE** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded.

PERMITTEE must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the **PERMITTEE** shall provide the **CITY** with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage II Improvements and acceptance by the **CITY**. As as-built plans are a required Stage II Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in paragraph #6 above until **CITY** has received the as-built plans. Additionally, the **PERMITTEE** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

13. Financial Guaranty for Stage II Improvements. The **CITY** does not require a financial guaranty to secure the **PERMITTEE'S** obligation to construct the Stage II Improvements.

14. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvement. The warranty must be in the form of a Letter of Credit in a form acceptable to the **CITY'S** Finance Director or a cash escrow.

15. Street Improvements. The **CITY** shall plan and install the second lift of bituminous pavement of Traprock Street NW and 146th Avenue NW which is immediately adjacent to Lot 1 Block 1 of the Plat at a cost of **$29,000.00**. The **PERMITTEE** shall be responsible for 50% of the total street improvement cost resulting in a fee payable by the **PERMITTEE** to the **CITY** in the amount of **($14,500.00).**

16. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **PERMITTEE** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **PERMITTEE'S** responsibility to pay the costs associated with this necessary street cleaning. Invoices from the **CITY** to the **PERMITTEE** for such costs shall be paid within fifteen (15) days of the date of the invoice.

17. Payment of Development Fee's. At the time of project closing, the **PERMITTEE** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees, Water Connection (Trunk) Fees, Sanitary Sewer Lateral Fees, Water Lateral Fees, Storm Management Fees, Street Light as well as Street Light Operation and Maintenance Fees.

18. Requirements for Building and Occupancy Permits.

a. No building permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) if necessary a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c.) the financial guaranty described in Section 6 to the **CITY**; d.) obtained all necessary permits from the Lower Rum River Watershed Management Organization and has provided a copy of each such permit to the **CITY;** and

b. No occupancy permit for any lot in the Plat shall be issued until the **PERMITTEE** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Contract requires to serve the lot and such utilities and storm water facilities are in place, and operational and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.

19. **PERMITTEE** Defaults. If the **PERMITTEE** defaults in the performance of one or more of the **PERMITTEE'S** obligations under this Contract, i) the **CITY** gives the **PERMITTEE** thirty (30) days written notice of the default and ii) the **PERMITTEE** fails to cure the default within said thirty (30), then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:

a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **PERMITTEE'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **PERMITTEE'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **PERMITTEE** as promptly as possible that the **CITY** is undertaking to perform the **PERMITTEE'S** obligation or obligations. If the **CITY** performs one or more obligations of the **PERMITTEE**, the **PERMITTEE** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **PERMITTEE**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **PERMITTEE** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in

equity or, in the alternative, the **CITY** may draw on the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **PERMITTEE** Property. As an alternative to seeking recovery from the **PERMITTEE** or the financial guaranty, the **CITY** may levy special assessments against the **PERMITTEE** Property in accordance with Minnesota Statutes Section 429, and the **PERMITTEE**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **PERMITTEE** may have to such special assessments;

b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief;

c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **PERMITTEE** has cured all of its defaults; and

d. The **CITY** may draw upon all or any portion of the financial guaranty the **PERMITTEE** has provided to the **CITY** pursuant to Section 6 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **PERMITTEE** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to Section 19 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 18(d).

20. Miscellaneous.

a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

b. Written Amendments Only. The action or inaction of the **CITY** or the **PERMITTEE** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY**

Council. The **CITY'S** or the **PERMITTEE'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

c. Compliance with Laws and Regulations. The **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **PERMITTEE** does comply. Upon the **CITY'S** demand **PERMITTEE** shall cease work until there is compliance.

d. Mailbox Locations. If the **PERMITTEE** desires to construct mailboxes within the public right of way, the **PERMITTEE** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary.

e. Boulevard and Wetland Restoration. The **PERMITTEE** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **PERMITTEE** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.

f. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. The **PERMITTEE** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

g. Construction Site Maintenance. The **PERMITTEE** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.

h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as

fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

i. Plat Approval Expenses. The **PERMITTEE** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.

j. Reimbursement to the **CITY**. The **PERMITTEE** agrees to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Official, which authorizes the structure to be used for its intended purposes.

l. Estoppel Certificates and Certificate of Completion. Within ten (10) days after a written request from the **PERMITTEE,** the **CITY** will provide the **PERMITTEE** and any third party who is purchasing all or any portion of the Subject Property or to whom the **PERMITTEE** is granting a mortgage on all or any portion of the Subject Property with a written estoppel certificate stating: (i) that this Agreement remains in full force and **effect – or -** that this Agreement has been terminated; (ii) that this Agreement has not been modified or amended **- or,** *if this Agreement has been modified or amended* -, identifying such modifications or amendments; (iii) the type and amount of any security the **CITY** is holding to secure the performance of the **PERMITTEE'S** obligations under this Agreement; (iv) that, to the best of the **CITY'S** actual knowledge, the **PERMITTEE** is not in default in the performance of the **PERMITTEE'S** obligations under this Agreement **- or**, *if the **CITY** has knowledge of **PERMITTEE** defaults*, describing those defaults; and (v) that, to the best of the **CITY'S** actual knowledge, the **CITY** is not in default in the performance of the **CITY'S** obligations under this Agreement **- or**, *if the **CITY** has knowledge of **CITY** defaults*, describing those defaults. At any time that the **PERMITTEE** believes it has fully performed its obligations under this Agreement, the **PERMITTEE** may so notify the **CITY** and the **CITY** shall promptly inspect the Subject Property to determine if the **PERMITTEE** has fully

performed its obligations under this Agreement. Within ten (10) days after the **CITY'S** inspection the **CITY** must provide the **PERMITTEE** with either a detailed written description of the **PERMITTEE's** obligations which the **CITY** determines the **PERMITTEE** has not fully performed or a recordable instrument executed by the **CITY'S** mayor and **CITY** administrator evidencing the termination and satisfaction of this Agreement.

m. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO PERMITTEE:
Ramsey Station Apartments Limited Partnershipc/o Aeon
Attn: Leslie Roering
901 N 3rd Street, Suite 150
Minneapolis, MN 55401

TO THE CITY:
City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

[The remainder of this page is intentionally left blank.]

THE PERMITTEE:

Ramsey Station Apartments Limited Partnership

By:_____, _Caroline Horton_____
Its: Secretary/Treasurer

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ , 2017, by _____, _____ of _____, under the laws of the State of Minnesota on behalf of the corporation.

_____

Notary Public

THE CITY:

CITY OF RAMSEY

By:_____
Its: Mayor

By:_____
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this_____ day of_____ 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

_____

Notary Public

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

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

EXHIBIT A

Legal Description of the Subject Property

Outlot A, Ramsey Town Center 7th Addition, Anoka County, Minnesota; and

- Or upon recording-

Lot 1 Block 1, and Outlot A, GREENWAY TERRACE, Anoka County, Minnesota.

EXHIBIT B

Fees Payable to the City

1. Park Dedication. The **PERMITTEE** is responsible for satisfying applicable Park Dedication requirements. The 2017 Park Dedication Fee applicable to the Plat is $2,210.00 per residential unit. The PERMITTEE qualifies for the density bonus for a project in excess of 15 units per acre that is allowed by City Code which permits a Park Dedication Fee of ($2,210 x 54 units = **$119,340.00**). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

2. Trail Development Fees. The **PERMITTEE** is responsible for satisfying applicable Trail Development Fee requirements. The 2017 Trail Development Fee applicable to the Plat is $800.00 per residential unit. The **PERMITTEE** must pay a Trail Development Fee ($800 x 54 units = **$43,200.00**). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

3. Sanitary Sewer Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements. The 2017 Sanitary Sewer Trunk applicable to the Plat is $1,154.00 per residential unit. **PERMITTEE** must pay a Sanitary Sewer Trunk Fee of ($1,154 x 54 units = **$62,316.00**). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

4. Water Connection (Trunk) Fees. The **PERMITTEE** is responsible for satisfying applicable Water Trunk Fee requirements. The 2017 Water Trunk applicable to the Plat is $1,720.00 per residential unit. **PERMITTEE** must pay a Water Trunk Fee of ($1,7200 x 54 units = **$92,880.00**). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

5. Sanitary Sewer Lateral Benefit Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no sanitary sewer lateral benefit fee is due.

6. Water Lateral Fees. The **PERMITTEE** is constructing its own lateral service lines; therefore no water lateral benefit fee is due.

7. Stormwater Management Fee. The **PERMITTEE** is responsible for satisfying applicable Stormwater Trunk Fee requirements. The 2017 Stormwater Management Fee applicable to the Plat is $473 per residential unit. **PERMITTEE** must pay a Stormwater Management Fee of ($473 x 54 units = **$25,542**). The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

8. Street Light Fee. The **PERMITTEE** is responsible for installation of street lights within the Plat. As such, the **PERMITTEE** was required to create a street lighting plan and receive approval of that street lighting plan from the **CITY**. **PERMITTEE** acknowledges that the final quantity of street lights required may change pending final approval of the lighting plan by the **CITY**. The **PERMITTEE** shall work directly with Connexus Energy for street light installation.

9. Street Light Operation and Maintenance Fee. The **PERMITTEE** is responsible for a Street Light Operation and Maintenance Fee associated with lighting of public rights of way. **PERMITTEE** must pay a Street Light Operation and Maintenance Fee of Two Hundred and Ninety Four Dollars and No Cents ($294.00) per light ($294 x 5 lights = **$1,470**). As of February 1, 2017, Connexus

energy no longer creates a street lighting plan for final plats. As such, the PERMITTEE submitted a street lighting plan to the **CITY**. The **PERMITTEE** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

10. Lower Rum River Watershed Management Organization (LRRWMO) Infiltration Payment in Lieu of Construction. The LRRWMO requires that the project infiltrate the first one (1) inch of rainfall in order to reduce runoff entering the stormwater system. However, the project is located within a ten (10) year capture zone for a public water supply well that does not allow infiltration. The project must contribute to a regional system. Based on the amount of impervious surface, the **PERMITTEE** is responsible for a payment $150,000.00

CC Regular Session **7. 6.**

Meeting Date: 10/10/2017

By: Tim Gladhill, Community Development

Information

Title:

Authorization to Distribute The COR Interim Development Plan for Public Comment

Purpose/Background:

The purpose of this case is to authorize the draft of The COR Interim Development Plan for public comment, which essentially puts into motion a more formal amendment to the master plan. Details of the recommendations prepared by the Planning Commission over a series of workshops are attached to this case.

Direction from the April 25, 2017 Joint Work Session was to review this draft with advisory boards and commissions. The draft was reviewed by the Economic Development Authority on May 25, 2017 and by the Parks and Recreation Commission at their June 8, 2017 meeting. The Planning Commission recommends submitting this document for Public Comment.

?It is also noted that multiple courses/student groups are assisting in the next steps in this process through the University of Minnesota's Resilient Communities Project (RCP). Public input will be gained through a series of workshop, online forums, etc., that will capitalize on the current Comprehensive Plan Update process and utilize the assistance of the RCP program.

Notification:

Observations/Alternatives:

This document is certainly a working document. Ideas on how to better phrase and format this document are appreciated.

The City will be reaching out directly to area property owners, developers, stakeholders, and the general public. Staff anticipates the formal public comment period and collaborative engagement process to continue through the end of 2017, with a check-in soon after the first of the year.

Details on the content being discussed by the Planning Commission are included in the attached document. Staff has included two versions of the document.

1. Final Draft (clean)
2. Original Draft with Annotation (comments from Boards and Commission review)

Funding Source:

This case is being handled as part of normal Staff duties.

Recommendation:

Staff recommends authorizing this document for public comment.

Action:

Motion to authorize distribution of The COR Interim Development Plan for public comment.

Attachments

FINAL DRAFT - The COR Interim Development Plan

DRAFT - The COR Interim Development Plan

DRAFT - The COR Parks and Public Realm Plan

Joint Work Session Minutes dated April 25, 2017

Economic Development Authority Minutes dated May 25, 2017

Parks and Recreation Commission Minutes dated June 8, 2017

Environmental Policy Board Minutes dated June 19, 2017

Form Review

Inbox	Reviewed By	Date
Tim Gladhill (Originator)	Tim Gladhill	10/05/2017 08:10 AM
Patrick Brama	Patrick Brama	10/05/2017 11:12 AM
Kurt Ulrich	Kurt Ulrich	10/05/2017 01:11 PM
Form Started By: Tim Gladhill		Started On: 06/26/2017 01:00 PM
Final Approval Date: 10/05/2017		

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The COR Interim Development Plan

Anticipated Adoption: 2017

City Council	Mayor Sarah Strommen Councilmember At-Large John LeTourneau Councilmember At-Large Kristine Williams Ward 1 Councilmember Jill Johns Ward 2 Councilmember Mark Kuzma Ward 3 Councilmember Melody Shryock Ward 4 Councilmember Chris Riley
Planning Commission	Chairperson Randy Bauer Vice-Chairperson Gary Van Scoy Bruce Anderson Ralph Brauer Cheri Gengler Cindy Nosan Patrick Surma Former Chairperson Gary Levine (in memory)
Economic Development Authority	Chairperson Jim Steffen Vice-Chairperson Wayne Skaff Philip Brundt Brian Burandt Glen Hardin Chris Riley (Council Representative) Kristine Williams (Council Representative)
Parks and Recreation Commission:	Shane Bennett, Chairperson Russell Bayer Andrew Fyten Jennifer Lestico Brandon Sis Charles Tchuinkwa Jon Trappen

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Environmental Policy Board	Thomas Stadola, Chairperson Michael Valentine, Vice-Chairperson Colleen Anderson Reid Bernard Jane Covart Michael Hiatt Lucas Trossen
Staff Team:	Tim Gladhill, Community Development Director Kurt Ulrich, City Administrator Patrick Brama, Asst. City Administrator/Economic Dev. Manager Chris Anderson, City Planner Bruce Westby, City Engineer Mark Riverblood, Parks and Asst. Public Works Superintendent

Version: I:\The Cor\2015 Vision Clarification\Vision Document 2017\Interim Development Plan\The COR Interim Development Plan.Docx 4/3/2017 2:07 PM

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Purpose of Interim Plan

The purpose of this document is to set into motion potential land use policy changes for The COR. In 2015, the City's Planning Commission described a need to evaluate and clarify the vision for The COR in response to several project approvals.

The Land Use Plan and Zoning Code are not the vision. They are the tool to achieve the vision. Focus on the elements that are important to us, regardless of the land use (examples include, but are not limited to greenway connections, sense of place, walkability). There are ways to achieve the vision, regardless of the use.

Common Terms

The COR Development Plan. This is the existing land use plan for The COR circa 2011. This is the official control and legal basis for land use decisions within The COR. Also referred to as the 'Development Plan'. This is the 'second generation plan' for the development, preceded by the Ramsey Town Center Master Plan.

The COR Interim Development Plan. This is the document you are reading now. While the City continues to refine land use recommendations and feasibility analysis for The COR, this document is intended to be a guiding policy document to review quality projects that do not meet the strict adherence to The COR Development Plan. Also referred to as the 'Interim Development Plan'.

The COR Development Plan Amendment. This is a future document. This will be the document that updates the Zoning Code, otherwise known as the official controls, for The COR. This will replace existing Comprehensive Plan, Zoning Code, and Design Framework. Also referred to as the 'Plan Amendment'. This will be considered the 'third generation plan' for The COR.

Using this Document

This land use plan is an interim plan that will guide land use decisions prior to a formal amendment for The COR. Uses currently allowed in The COR Development Plan shall be allowed consistent with applicable law. Projects consistent with options contained within this Interim Development Plan, but conflict with the existing plan, may proceed forward, but shall require a formal Plan Amendment. The policy directives of this document are advisory in nature, and are not binding. If a proposed project meets the minimum requirements of the existing Development Plan, it shall be considered consistent with the Development Plan and Zoning Code and shall be approved.

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Vision

The Vision Statement was created for the purpose of crafting update land use scenarios and is not intended to approve or disapprove individual projects. Projects must be reviewed using the City's Zoning Code as the official land use control. The Vision Statement is not a regulatory tool, yet a visionary tool.

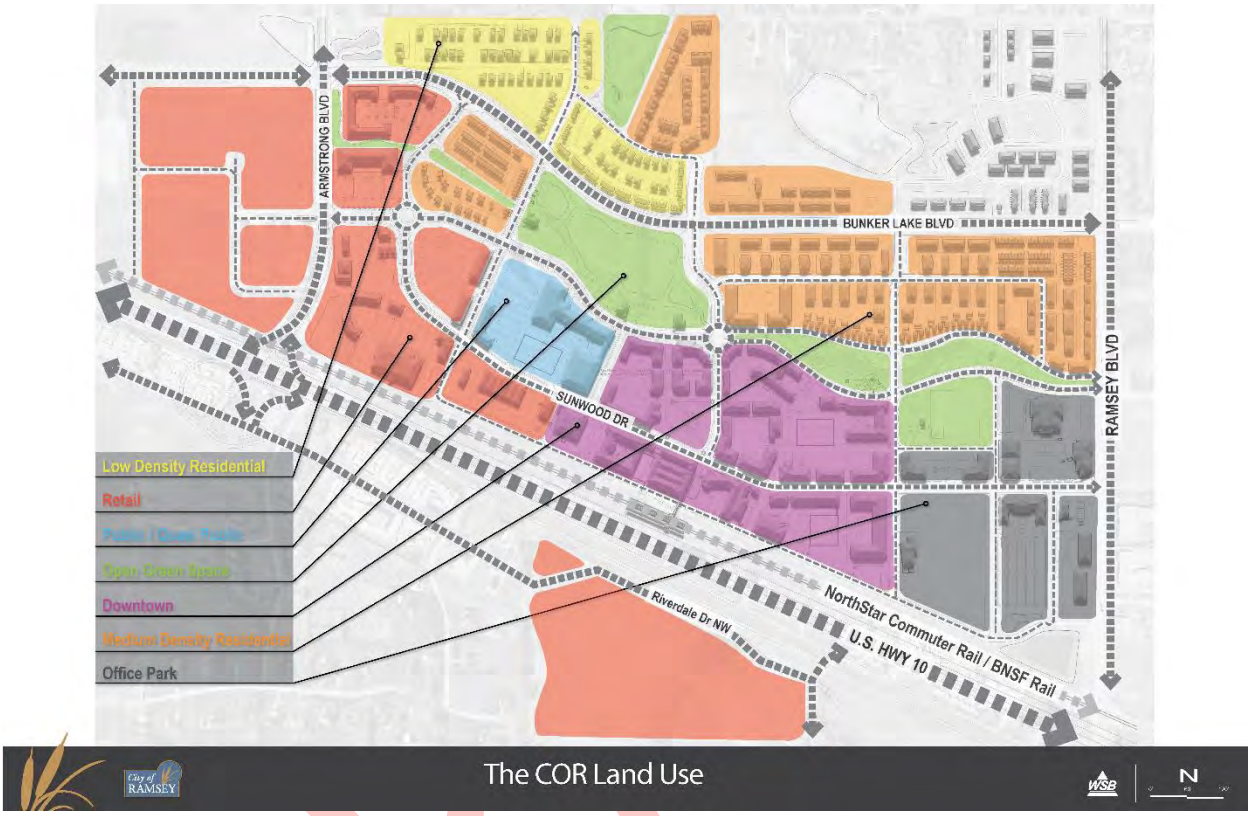
> *The COR will serve as a City Center primarily to bring people of Ramsey together that embraces natural market opportunities. The COR will also attract energy from the surrounding region. It will be a unique destination, technology-accessible, and serve as a gathering place. It will feature unique architecture stressing historical feel and function.*

Development-Wide Assumptions

1. The development is part of a broader **GROWTH MANAGEMENT STRATEGY** that protects the City's primary land use goal to respect the **BALANCE OF RURAL AND URBAN CHARACTER**.
2. The development shall take a **MIX OF USES** within the development, which is also known as **HORIZONTALLY MIXED USE** approach versus a strict adherence to traditional mixed-use definitions to require vertically mixed-use buildings. The mix of land use districts and land use types within the development as a whole shall guide success of mixed use, not strictly mix of uses within a building, block, or individual district. These types of mixes although not required, are encouraged. The 'mix of uses' approach shall not preclude flexible first floor and vertically mixed use buildings.
3. Our vision includes significant areas guided for a variety of **RETAIL OFFERINGS**. **HOUSING DENSITY** is important to that vision.
   The emphasis of the master plan concepts is to **GUIDE LAND USE**, and is **NOT SPECIFIC SITE PLAN REVIEW**. Future developers shall have the creative freedom to propose other concepts that are generally in line with **OVERALL VISION**.

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Land Use District (Sub-District) Descriptions and Requirements

The COR is divided into five (5) distinct land use districts that ensure a mix of uses and guides quality private and public development. These districts are considered sub-districts and can be amended easier than traditional zoning districts. The overall land use mix shall be provided. Amending sub-districts shall be approved by resolution of the City Council after recommendation by the Planning Commission, but shall not require a Public Hearing. Amending sub-district boundaries shall not require a Comprehensive Plan Amendment so long as the over land use balance is preserved.

1. Downtown District (COR-1)
2. Retail District (COR-2)
3. Office District (COR-3)
4. Residential District (COR-4)
5. Parks and Open Space District (COR-5)

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The Downtown District (COR-1)

Downtown District Description. The Downtown District shall be a high-density district with a mix of uses. Vertically mixed use buildings are not required, but are encouraged. The Downtown District shall be predominantly high-density residential to support existing transit and City growth-management goals, but is not required. Shared parking districts are an integral part of the success of this district. Urban design shall also emphasize build-to lines and pedestrian interaction. The district shall have the most robust architectural design standards amongst all City land use districts.

This district is the focal point of the development. This quarter-mile radius is key to land use supportive of transit and other City land use goals. The City of Ramsey and its funding partners (Anoka County, CTIB-Counties Transit Improvement Board, and Metropolitan Council) invested nearly $14 Million Dollars on the Northstar Commuter Rail – Ramsey Station, relying on The COR Development Plan. This district is described as predominantly high-density residential, with a number of commercial uses along Sunwood Drive. There should be a **MIX OF USES** within this district.

Planning Commission Recommendation: The City should focus on original visions to better manage parking and maximize land use of individual parcels. This includes reverting back to a **FLOOR AREA RATIO (FAR) OF 0.75** and retaining a strict adherence to **MAXIMUM PARKING** standards and shared **PARKING DISTRICT** requirements. Minimum density shall be fifteen (15) units per acre with no maximum density required.

4/25/17 City Council Work Session Comment. Concern was raised over reverting back to the 0.75 FAR, thus requiring vertical shared parking in the downtown district. Consensus was generally to study cost/benefit further, with acknowledgment of the need for flexibility.

5/25/17 EDA Comment. Open to discussion and reviewing further parking districts and parking ramps. However, the City should not force or require shared parking. Shared parking and parking ramps should be encouraged and strived for, but not required of private development. The City should not revert back to the 0.75 FAR.

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The Retail District (COR-2)

Retail District Description. The Retail District shall be focused on providing retail offerings to support the community and beyond. This district shall focus on smaller, unique shops, while allowing larger format retailers along Highway 10 where visibility and access is best.

Places to eat, shop, and be entertained were a key component of the original development. While other land uses have succeeded in continued growth, retail goals have struggled to keep pace. The City has continued to evaluate our retail marketing strategy, and amendments to this plan represent a broader effort to advance these goals.

Citywide, the community has over 150 acres of undeveloped or redevelopment areas guided for future retail growth. In comparison, the Riverdale shopping center in Coon Rapids is approximately 200 acres. Coupled with proximity to Elk River and physical barriers such as the Mississippi River and Rum River, it is not likely that the City will be successful in developing this amount of retail within this 20 year planning period, if at all. Additionally, the market for larger retail users is quickly changing with adapting technologies. The City's market experts have encouraged the City to re-evaluate its retail strategies.

EMPHASIS: The City continues to plan for a significant amount of retail growth within The COR and throughout the community. The recommendations below are not intended to de-emphasize our retail goals, yet strengthen said retail goals and focus on more appropriate areas for future growth.

Planning Commission Recommendation: The northwest quadrant of the development (bordered by Armstrong Boulevard, Bunker Lake Boulevard, Zeolite Street, and Sunwood Drive) should be amended to strengthen the **LAKE ITASCA GREENWAY**, create **SMALLER DESTINATION RETAIL USERS**. Half of this quadrant should be re-guided for **an APPROPRIATE RESIDENTIAL USE**, with **DENSITY** appropriate for the type of overall land use plan for The COR.

This is the area of **MOST SIGNIFICANT CHANGE** recommended by the Planning Commission. The Planning Commission collaborated on developing multiple land use scenarios. The overall approach was to divide the northwest quadrant into four (4) smaller sub-quadrants divided by future public roadways and greenways and allocating half the quadrants to smaller, destination retailers and the other half to residential uses. Based on feedback and reconciling multiple angles of consensus, the land use map below represents the primary recommended land use map.

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Primary NW Quadrant Land Use Map – Vertical Split (this will be the model of the actual land use map [focus on polygons per land use, less focus on detailed site planning])



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NW Quadrant Acceptable Alternatives

The alternatives listed below would require a future plan amendment, but are afforded certain policy feedback in advance. These can be viewed as 'pre-screened' alternatives.

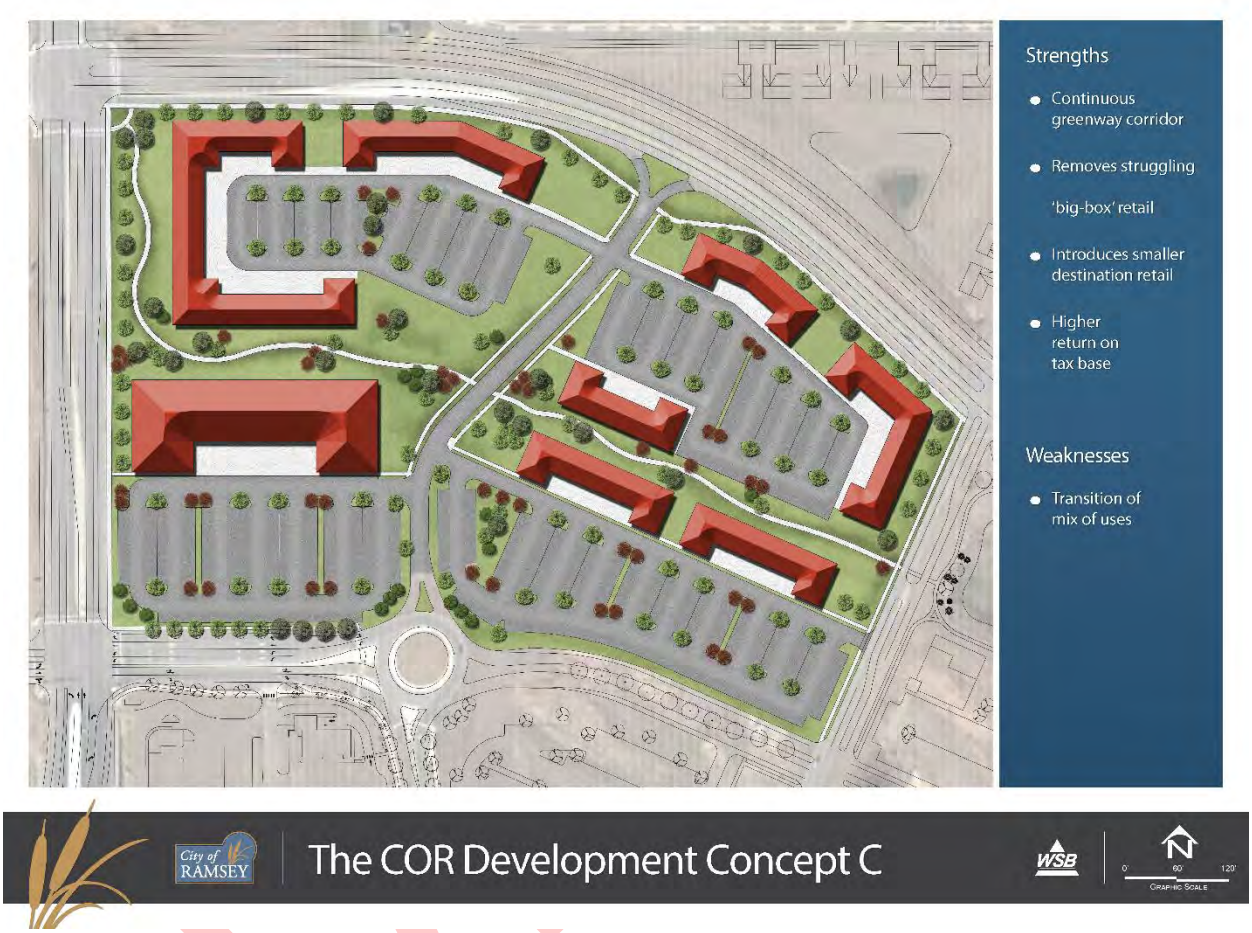
NW Quadrant Horizontal Split



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NW Quadrant All Retail



The Office District (COR-3)

This district represented the area of highest consensus amongst the Planning Commission.

Planning Commission Recommendation: **NO AMENDMENTS** to this district are recommended. However, the City should look at strategies to encourage parking districts within this land use district as well.

Note. During the January 24, 2017 Joint Work Session between the City Council and Planning Commission, it was noted that an office user may be possible in the northeast quadrant currently guided for retail use. Staff's recommendation, while a potentially positive amendment, would be to consider this possibility under a separate amendment, as the overall plan currently has a good balance of office planned, and a more comprehensive look would be needed for such an amendment.

The Residential District (COR-4)

The Residential District is further divided into three (3) categories. The descriptions below include recommended adjustments to density ranges.

- 'Low' Density (COR-4a). This is predominantly detached single-family located north of Bunker Lake Boulevard. The minimum density shall be four (4) units per acre and densities up to fifteen (15) units per acre shall be allowed.
- Medium Density (COR-4b). These predominantly include townhomes, both attached and detached. Minimum density shall be eight (8) units per acre with a maximum density of fifteen (15) units per acre. Additional density may be allowed via Conditional Use Permit.
- High Density (COR-4c). These areas are focused immediately north of The Draw Park and Amphitheater and provide a unique opportunity for interaction and transition. The emphasis on mix of uses is muted compared to the Downtown District. The minimum density of this district shall by fifteen (15) units per acre with no cap of maximum density.

Planning Commission Recommendation: The remaining undeveloped area immediately north of The Draw currently owned by K Hovnanian Homes shall be re-guided to High Density Residential. The Planning Commission recognizes the success of high density residential abutting The Draw on the south side (Parkview East) and sees this as an opportunity for consistent design when coupled with the future Aeon Apartment Development (north side).

Parks and Public Spaces (COR-5)

This district is governed by The COR Parks + Public Spaces Plan, and is included by reference as an integral part of The COR Interim Development Plan. Neither document shall be interpreted as a wholly separate document, and neither document shall be adopted or otherwise amended unless coinciding with each other. An amendment to one plan shall be considered an amendment to the other. This document has been adopted as a 'working draft' by consensus of the City Council. The intent is to adopt as a formal plan as part of the overall COR Development Plan Amendment.

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Continued on next page.

Implementation Plan

The Interim Development Plan represents Phase I of a three (3) phase project.

1. Interim Development Plan (this step)
2. System Plans (roads, utilities, parking structures, infrastructure, etc.).
3. Development Pro-Forma (funding and financing options.

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Major Planning COR Planning Efforts

EFFORT #1
COR Re-Visioning

PURPOSE
Update/ amend the vision for The COR.

1. Update COR Master Plan (map that shows vision, how the COR will look, how buildings will be oriented, where infrastructure should be located, etc.)

2. Update zoning district map (underlying land use regulations that will ensure the master plan will be implemented at the time individual projects come forward for review by the City)

3. Direction on outstanding major policy items:

   -Is vertically mixed use development a requirement?
   -appropriate size and location of retail uses?
   -Is there flexibility in location of zoning district borders?
   -Define basic vision and policy for community center.
   -Define basic vision and policy for parking ramps.

RESPONSIBLE BOARD
Planning Commission will draft a recommendation for Council consideration.

TIMING
Anticipated to have draft completed by April 2017. Once a draft is completed, it should be checked against COR System Plans and COR Pro-Forma. May need to be adjusted.

EFFORT #2
COR System Plans

PURPOSE
The City purchased The COR with two goals in mind (a) recover previous public investments, and (b) ensure the vision of The COR is implemented.

As a result, the City of Ramsey has taken the role of master developer for The COR. With the role, various assumed responsibilities are assigned to the City. Developers, businesses, and residents expect the city to have concept plans/ policies in place for the following items:

1. Storm water plan (regional)
2. Road plan (public roads)
3. Sign plan (development signs, way finding sigs, etc.)
4. Park & Trails plans
5. Community Center plan/ policy
6. Parking Ramp(s) plan/ policy
7. Cut/fill basic plan

There are many benefits to having this preliminary information ready—please see system plan dashboard for details. These plans are intended to be preliminary/ concept level only—for the sake of planning and budgeting.

RESPONSIBLE BOARD
Likely, all boards will be involved with this process. However, for the sake of efficiencies, the EDA will lead this effort. Findings will be presented to the Planning Commission and City Council.

TIMING
Upon completion of 1st draft of COR re-vision, staff would like to order this work for completion (i.e. begin May 2017). This work will take 6-9 months. Once draft is completed, it should be checked against COR Master Plan and COR Pro-Forma. May need to be adjusted.

EFFORT #3
COR Pro-Forma

PURPOSE
1. Update COR pro-forma based on updated vision and system plans. COR pro-forma will display the city's financial performance forecast/ project cash-flow over time (expenditures/ obligations versus revenues/ available funding).

2. Update COR TIF plan/ TIF analysis previously completed by Ehlers. This plan plays a major role in the "funding" side of the COR pro-forma. Because actual TIF revenues are based on actual completed projects, it would be helpful to update periodically. NOTE: TIF can only be used for projects completed before 2021.

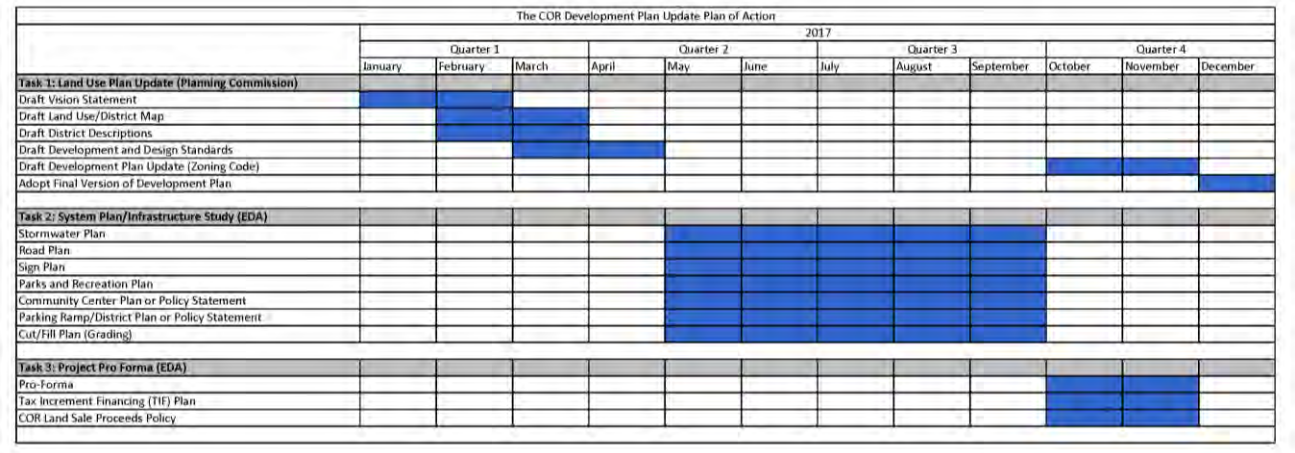
3. Update COR land proceeds policy. Staff would like to (a) clearly identify what previous expenditures the City wishes to repay itself, (b) consider using land proceeds only for non TIF eligible costs, and (c) update the City's land sale proceeds forecasts.

RESPONSIBLE BOARD
EDA will draft a recommendation for Council consideration.

TIMING
Upon completion of COR re-vision and COR system plans, staff will complete this work (i.e. begin late 2017). This work will take 1-2 months. Once draft is completed, it should be checked against COR Master Plan and COR system plans. May need to be adjusted

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The group then formulated a broad work plan to accomplish the many steps to complete an overall plan amendment and update.



The COR Development Plan Update Plan of Action												
	2017											
	Quarter 1			Quarter 2			Quarter 3			Quarter 4		
	January	February	March	April	May	June	July	August	September	October	November	December
Task 1: Land Use Plan Update (Planning Commission)												
Draft Vision Statement												
Draft Land Use/District Map												
Draft District Descriptions												
Draft Development and Design Standards												
Draft Development Plan Update (Zoning Code)												
Adopt Final Version of Development Plan												
Task 2: System Plan/Infrastructure Study (EDA)												
Stormwater Plan												
Road Plan												
Sign Plan												
Parks and Recreation Plan												
Community Center Plan or Policy Statement												
Parking Ramp/District Plan or Policy Statement												
Cut/Fill Plan (Grading)												
Task 3: Project Pro Forma (EDA)												
Pro-Forma												
Tax Increment Financing (TIF) Plan												
COR Land Sale Proceeds Policy												

Public Engagement

A key component of any policy decision is collaboration amongst its residents. These processes are part of natural and organic community conversations around key policy topics. The City will couple this policy discussion with ongoing workshops and community events as part of its overall Comprehensive Plan Update. For more information on this effort, please visit www.cityoframsey.com/ramsey2040.

4/25/17 City Council Work Session Note: All Boards and Commissions should review this document before the City Council considers formal adoption. The City Council should review the final document and approve before distributing to the public and stakeholders/landowners.

Mobile Comprehensive Plan Tour

The City is planning a Mobile Comprehensive Plan Tour for policy makers that will include local examples of plans and policies being discussed in the Comprehensive Plan Update. The tour is planned to include examples discussed in this Interim Development Plan as well.

Market Analysis

The Planning Commission recommends completion of a market analysis to confirm the policy directives of this document as it relates to the planned retail area. The Planning Commission continues to stress

the importance of attracting retail uses to the Development, but want to ensure that there is not too much areas guided for retail growth beyond what the community can sustain.

Community Center

The Planning Commission desires to continue to plan for a Community Center in The COR. The Planning Commission feels that this type of use would benefit the community and be a draw for other users within the development. This analysis will be completed as a separate planning process.

Architectural Standards

A key component of the policy discussion for The COR has been architectural design standards. The Planning Commission believes several recent projects fell short of community expectations. While originally intended to be part of Phase I of The COR Development Plan Update, the Planning Commission continues to refine these recommendations and will continue throughout Phase II and Phase III to bring a quality recommendation forward with a full Plan Amendment.

The standards below are not an exhaustive list of current design requirements, yet a focus on key topics that have been raised for future discussion. Upon final amendment, the City will prepare a side-by-side comparison of all existing and proposed design requirements. The final version of this Interim Development Plan will also include drawings/illustrations to illustrate the narrative being discussed.

The COR should continue to focus on four-sided architecture visible from the public realm. Quality signage on all four sides of the building should be allowed. The community should be able to park on public streets and reasonably access the building.

Planning Commission Recommendation: In the interim, the Planning Commission shall serve as an ad-hoc architectural review committee. Projects shall complete an architectural review prior to official Site Plan Review. The Planning Commission reserves the right to establish an ad-hoc sub-committee to serve as this Architectural Review Committee. The Planning Commission recommends that the City supplement the Development Review Team with the services of a licensed architect to help develop updated design standards and review development proposals. This will add value to the process, hopefully streamline review, and is in line with other professional services the City employs in development review. The cost of these services are the responsibility of the Developer.

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Additional Discussion Points:

* The intent of design requirements is to maintain a consistent development look and acknowledge the pride and planning that went into the vision of this development. The tradeoff of a more densely developed areas was an acknowledgement of the need to 'step up' architectural design.

* All single-family homes in The COR shall include/not include a porch that protrudes from the front of the home, even with the garage, and not a recessed entry in the middle of the home.

* Over the next several months, the Planning Commission will better define front porches and if any additional design requirements or restrictions (i.e. split entry homes) are warranted. .

* Buildings in the Downtown District shall include a minimum of 50% brick. Vinyl siding shall not be allowed. Fiber cement panels shall be allowed as a complimentary material.

* Buildings in the Residential District shall have a minimum of 35% brick or stone on the front façade. Vinyl siding is allowed.

Private Open Space and Stormwater Design

The Planning Commission has expressed a concern over a perceived lack of private open space in medium density development as well as depth and steep slopes of stormwater ponds within the development due to the higher density nature. This concern has not yet been resolved, but will continue to be discussed during Phases II and III of the Plan Amendment. The City shall take into account sidewalks, greenways, and other private and innovative improvements (such as wonerfs).

Site Selection Process

The City is in a unique situation as Property Owner and Regulatory Authority. This presents opportunity, but also requires special attention to remain accountable to the public. In order to balance this

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approach without creating burdensome processes, the following steps shall be followed when considering a Purchase Agreement with the City in The COR.

Any perspective buyer of City-Owned Property in The COR shall first meet with City Staff to discuss appropriate sites. This is known as the Site Selection Process. The City and Buyer shall review multiple sites before selecting a preferred location. Depending on the complexity of the project, the City reserves the right to take this Site Selection Process to the Planning Commission, EDA, and City Council before reviewing a specific site.

The Buyer shall provide a site concept to be reviewed by the Planning Commission, EDA, and City Council before approving a Purchase Agreement. When a single-user proposes to purchase a portion of an undeveloped block or area, a series of 'site concepts' shall be developed before reviewing with any City board or commission. These site concepts shall demonstrate at least one reasonable concept for the remaining portion of the site that fits the vision and requirements of that area/district.

The Buyer must still complete the official Site Plan Review (and Subdivision) process after the Purchase Agreement Phase.

History of Policy Discussion

This Interim Development Plan is the result of a Planning Commission initiative dating back to 2015. The City has invested a significant amount of time, energy, and resources in order to ensure a **MARKET RELEVANT PLAN** that balances **COMMUNITY VISION**.

Joint Work Sessions

The City Council and Planning Commission have met on multiple occasions to frame the policy question, discuss strategies, and identify solutions.

- March 26, 2015 = Joint Work Session
- July 12, 2016 = Joint Work Session
- January 24, 2017 = Joint Work Session

Surveys

In 2016, the City surveyed its Board and Commission Members on key topics related to The COR Development Plan.

The key directive coming out of review of these results on July 12, 2016 was to create a forum for policy makers to ask questions and receive direct feedback from developers and market experts, rather than completing another market study.

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Market Panel Event

On October 27, 2016, the City hosted several market experts to respond to a wide range of policy topics raised by community policy makers. The output from this event served as an important foundation for land use recommendations developed by the Planning Commission.

Planning Commission Work Sessions

The information gleaned from the steps above were utilized to begin important policy discussions about the future of The COR. Following review of the Market Panel Event, the City Council authorized the Planning Commission to begin formulating land use recommendations for The COR. The Planning Commission met Work Sessions dedicated to The COR on multiple occasions.

- January 5, 2017 (to prepare for the January 24, 2017 Joint Work Session with the City Council)
  - Develop a Vision Statement
- February 2, 2017
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- March 2, 2017
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  - Refine the Future Land Use Map and Alternative Future Land Use Maps
- April 18, 2017
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- April 25, 2017
  - Draft document reviewed by City Council and Planning Commission in Joint Session.
  - Authorization to review with internal advisory boards and commissions.
- May 25, 2017
  - Draft document reviewed by EDA. Feedback/comments added to document.
- June 1, 2017
  - EDA comments reviewed by Planning Commission.

The Interim Development Plan is anticipated to be adopted in 2017.

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The COR Interim Development Plan

Anticipated Adoption: 2017

City Council	Mayor Sarah Strommen Councilmember At-Large John LeTourneau Councilmember At-Large Kristine Williams Ward 1 Councilmember Jill Johns Ward 2 Councilmember Mark Kuzma Ward 3 Councilmember Melody Shryock Ward 4 Councilmember Chris Riley
Planning Commission	Chairperson Randy Bauer Vice-Chairperson Gary Van Scoy Bruce Anderson Ralph Brauer Cheri Gengler Cindy Nosan Patrick Surma Former Chairperson Gary Levine (in memory)
Economic Development Authority	Chairperson Jim Steffen Vice-Chairperson Wayne Skaff Philip Brundt Brian Burandt Glen Hardin Chris Riley (Council Representative) Kristine Williams (Council Representative)
Parks and Recreation Commission:	Shane Bennett, Chairperson Russell Bayer Andrew Fyten Jennifer Lestico Brandon Sis Charles Tchuinkwa Jon Trappen

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Environmental Policy Board	Thomas Stadola, Chairperson Michael Valentine, Vice-Chairperson Colleen Anderson Reid Bernard Jane Covart Michael Hiatt Lucas Trossen
Staff Team:	Tim Gladhill, Community Development Director Kurt Ulrich, City Administrator Patrick Brama, Asst. City Administrator/Economic Dev. Manager Chris Anderson, City Planner Bruce Westby, City Engineer Mark Riverblood, Parks and Asst. Public Works Superintendent

Version: I:\The Cor\2015 Vision Clarification\Vision Document 2017\Interim Development Plan\The COR Interim Development Plan.Docx 4/3/2017 2:07 PM

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Purpose of Interim Plan

The purpose of this document is to set into motion potential land use policy changes for The COR. In 2015, the City's Planning Commission described a need to evaluate and clarify the vision for The COR in response to several project approvals.

4/25/17 City Council Work Session Comment. This comprehensive/strategic document is important to clarify the City's expectations and vision in order to choose the correct real estate strategy. This document is an interim policy, and can adjust parallel to discussions on master developer/real estate strategy.

Common Terms

The COR Development Plan. This is the existing land use plan for The COR circa 2011. This is the official control and legal basis for land use decisions within The COR. Also referred to as the 'Development Plan'. This is the 'second generation plan' for the development, preceded by the Ramsey Town Center Master Plan.

The COR Interim Development Plan. This is the document you are reading now. While the City continues to refine land use recommendations and feasibility analysis for The COR, this document is intended to be a guiding policy document to review quality projects that do not meet the strict adherence to The COR Development Plan. Also referred to as the 'Interim Development Plan'.

The COR Development Plan Amendment. This is a future document. This will be the document that updates the Zoning Code, otherwise known as the official controls, for The COR. This will replace existing Comprehensive Plan, Zoning Code, and Design Framework. Also referred to as the 'Plan Amendment'. This will be considered the 'third generation plan' for The COR.

Using this Document

This land use plan is an interim plan that will guide land use decisions prior to a formal amendment for The COR. Uses currently allowed in The COR Development Plan shall be allowed consistent with applicable law. Projects consistent with options contained within this Interim Development Plan, but conflict with the existing plan, may proceed forward, but shall require a formal Plan Amendment. The policy directives of this document are advisory in nature, and are not binding. If a proposed project meets the minimum requirements of the existing Development Plan, it shall be considered consistent with the Development Plan and Zoning Code and shall be approved.

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Vision

The Vision Statement was created for the purpose of crafting update land use scenarios and is not intended to approve or disapprove individual projects. Projects must be reviewed using the City's Zoning Code as the official land use control. The Vision Statement is not a regulatory tool, yet a visionary tool.

> *The COR will serve as a City Center primarily to bring people of Ramsey together. The COR will also attract energy from the surrounding region. It will be a unique destination, technology-oriented, and serve as a gathering place. It will feature unique architecture stressing historical feel and function.*

4/25/17 City Council Work Session Comment. Recommend the following edits.

- Needs to clarify how this is going to be something other cities do not have and remain market driven.
- Statement on technology should be amended to 'technology accessible' and not 'technology-oriented.
- Does the comment on 'welcoming to all cultures' belong in this statement?
- Is the vision for 'unique 'achievable?
- Is the vision for architecture and historic feel achievable and unique?

5/25/17 EDA Comment. The Vision Statement needs additional refinement. Suggestions include, but are not limited to the following.

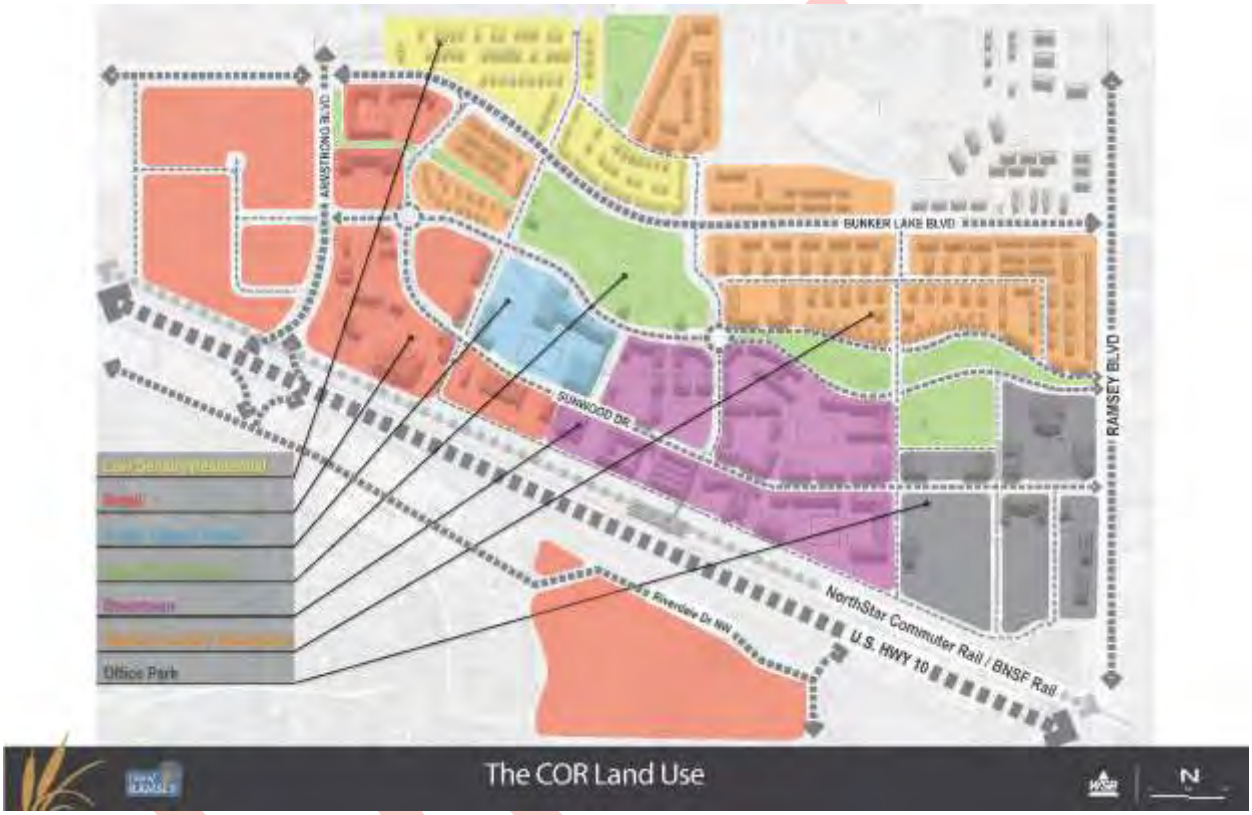
- The development should be market-driven, and not dictated by the City.
- The City should embrace market-driven opportunities as they come.

Development-Wide Assumptions

1. The development is part of a broader **GROWTH MANAGEMENT STRATEGY** that protects the City's primary land use goal to respect the **BALANCE OF RURAL AND URBAN CHARACTER**.
2. The development shall take a **MIX OF USES** within the development, which is also known as **HORIZONTALLY MIXED USE** approach versus a strict adherence to traditional mixed-use definitions to require vertically mixed-use buildings. The mix of land use districts and land use types within the development as a whole shall guide success of mixed use, not strictly mix of uses within a building, block, or individual district. These types of mixes although not required, are encouraged. The 'mix of uses' approach shall not preclude flexible first floor and vertically mixed use buildings.

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3. Our vision includes significant areas guided for a variety of **RETAIL OFFERINGS**. **HOUSING DENSITY** is important to that vision.
   The emphasis of the master plan concepts is to **GUIDE LAND USE**, and is **NOT SPECIFIC SITE PLAN REVIEW**. Future developers shall have the creative freedom to propose other concepts that are generally in line with **OVERALL VISION**.



Land Use District (Sub-District) Descriptions and Requirements

The COR is divided into five (5) distinct land use districts that ensure a mix of uses and guides quality private and public development. These districts are considered sub-districts and can be amended easier than traditional zoning districts. The overall land use mix shall be provided. Amending sub-districts shall be approved by resolution of the City Council after recommendation by the Planning Commission, but shall not require a Public Hearing. Amending sub-district boundaries shall not require a Comprehensive Plan Amendment so long as the over land use balance is preserved.

1. Downtown District (COR-1)

2. Retail District (COR-2)
3. Office District (COR-3)
4. Residential District (COR-4)
5. Parks and Open Space District (COR-5)

The Downtown District (COR-1)

Downtown District Description. The Downtown District shall be a high-density district with a mix of uses. Vertically mixed use buildings are not required, but are encouraged. The Downtown District shall be predominantly high-density residential to support existing transit and City growth-management goals, but is not required. Shared parking districts are an integral part of the success of this district. Urban design shall also emphasize build-to lines and pedestrian interaction. The district shall have the most robust architectural design standards amongst all City land use districts.

This district is the focal point of the development. This quarter-mile radius is key to land use supportive of transit and other City land use goals. The City of Ramsey and its funding partners (Anoka County, CTIB-Counties Transit Improvement Board, and Metropolitan Council) invested nearly $14 Million Dollars on the Northstar Commuter Rail – Ramsey Station, relying on The COR Development Plan. This district is described as predominantly high-density residential, with a number of commercial uses along Sunwood Drive. There should be a **MIX OF USES** within this district.

Planning Commission Recommendation: The City should focus on original visions to better manage parking and maximize land use of individual parcels. This includes reverting back to a **FLOOR AREA RATIO (FAR) OF 0.75** and retaining a strict adherence to **MAXIMUM PARKING** standards and shared **PARKING DISTRICT** requirements. Minimum density shall be fifteen (15) units per acre with no maximum density required.

4/25/17 City Council Work Session Comment. Concern was raised over reverting back to the 0.75 FAR, thus requiring vertical shared parking in the downtown district. Consensus was generally to study cost/benefit further, with acknowledgment of the need for flexibility.

5/25/17 EDA Comment. Open to discussion and reviewing further parking districts and parking ramps. However, the City should not force or require shared parking. Shared parking and parking ramps should be encouraged and strived for, but not required of private development. The City should not revert back to the 0.75 FAR.

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The Retail District (COR-2)

Retail District Description. The Retail District shall be focused on providing retail offerings to support the community and beyond. This district shall focus on smaller, unique shops, while allowing larger format retailers along Highway 10 where visibility and access is best.

Places to eat, shop, and be entertained were a key component of the original development. While other land uses have succeeded in continued growth, retail goals have struggled to keep pace. The City has continued to evaluate our retail marketing strategy, and amendments to this plan represent a broader effort to advance these goals.

Citywide, the community has over 150 acres of undeveloped or redevelopment areas guided for future retail growth. In comparison, the Riverdale shopping center in Coon Rapids is approximately 200 acres. Coupled with proximity to Elk River and physical barriers such as the Mississippi River and Rum River, it is not likely that the City will be successful in developing this amount of retail within this 20 year planning period, if at all. Additionally, the market for larger retail users is quickly changing with adapting technologies. The City's market experts have encouraged the City to re-evaluate its retail strategies.

EMPHASIS: The City continues to plan for a significant amount of retail growth within The COR and throughout the community. The recommendations below are not intended to de-emphasize our retail goals, yet strengthen said retail goals and focus on more appropriate areas for future growth.

Planning Commission Recommendation: The northwest quadrant of the development (bordered by Armstrong Boulevard, Bunker Lake Boulevard, Zeolite Street, and Sunwood Drive) should be amended to strengthen the **LAKE ITASCA GREENWAY**, create **SMALLER DESTINATION RETAIL USERS**. Half of this quadrant should be re-guided for **an APPROPRIATE RESIDENTIAL USE**, with **DENSITY** appropriate for the type of overall land use plan for The COR.

This is the area of **MOST SIGNIFICANT CHANGE** recommended by the Planning Commission. The Planning Commission collaborated on developing multiple land use scenarios. The overall approach was to divide the northwest quadrant into four (4) smaller sub-quadrants divided by future public roadways and greenways and allocating half the quadrants to smaller, destination retailers and the other half to residential uses. Based on feedback and reconciling multiple angles of consensus, the land use map below represents the primary recommended land use map.

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Primary NW Quadrant Land Use Map – Vertical Split (this will be the model of the actual land use map [focus on polygons per land use, less focus on detailed site planning])



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NW Quadrant Acceptable Alternatives

The alternatives listed below would require a future plan amendment, but are afforded certain policy feedback in advance. These can be viewed as 'pre-screened' alternatives.

NW Quadrant Horizontal Split



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NW Quadrant All Retail



The Office District (COR-3)

This district represented the area of highest consensus amongst the Planning Commission.

Planning Commission Recommendation: **NO AMENDMENTS** to this district are recommended. However, the City should look at strategies to encourage parking districts within this land use district as well.

Note. During the January 24, 2017 Joint Work Session between the City Council and Planning Commission, it was noted that an office user may be possible in the northeast quadrant currently guided for retail use. Staff's recommendation, while a potentially positive amendment, would be to consider

this possibility under a separate amendment, as the overall plan currently has a good balance of office planned, and a more comprehensive look would be needed for such an amendment.

The Residential District (COR-4)

The Residential District is further divided into three (3) categories. The descriptions below include recommended adjustments to density ranges.

- 'Low' Density (COR-4a). This is predominantly detached single-family located north of Bunker Lake Boulevard. The minimum density shall be four (4) units per acre and densities up to fifteen (15) units per acre shall be allowed.
- Medium Density (COR-4b). These predominantly include townhomes, both attached and detached. Minimum density shall be eight (8) units per acre with a maximum density of fifteen (15) units per acre. Additional density may be allowed via Conditional Use Permit.
- High Density (COR-4c). These areas are focused immediately north of The Draw Park and Amphitheater and provide a unique opportunity for interaction and transition. The emphasis on mix of uses is muted compared to the Downtown District. The minimum density of this district shall by fifteen (15) units per acre with no cap of maximum density.

Planning Commission Recommendation: The remaining undeveloped area immediately north of The Draw currently owned by K Hovnanian Homes shall be re-guided to High Density Residential. The Planning Commission recognizes the success of high density residential abutting The Draw on the south side (Parkview East) and sees this as an opportunity for consistent design when coupled with the future Aeon Apartment Development (north side).

Parks and Public Spaces (COR-5)

This district is governed by The COR Parks + Public Spaces Plan, and is included by reference as an integral part of The COR Interim Development Plan. Neither document shall be interpreted as a wholly separate document, and neither document shall be adopted or otherwise amended unless coinciding with each other. An amendment to one plan shall be considered an amendment to the other. This document has been adopted as a 'working draft' by consensus of the City Council. The intent is to adopt as a formal plan as part of the overall COR Development Plan Amendment.

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Implementation Plan

The Interim Development Plan represents Phase I of a three (3) phase project.

1. Interim Development Plan (this step)
2. System Plans (roads, utilities, parking structures, infrastructure, etc.).
3. Development Pro-Forma (funding and financing options.

Continued on next page.

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Major Planning COR Planning Efforts

EFFORT #1
COR Re-Visioning

PURPOSE
Update/ amend the vision for The COR.

1. Update COR Master Plan (map that shows vision, how the COR will look, how buildings will be oriented, where infrastructure should be located, etc.)

2. Update zoning district map (underlying land use regulations that will ensure the master plan will be implemented at the time individual projects come forward for review by the City)

3. Direction on outstanding major policy items:

   -Is vertically mixed use development a requirement?
   -appropriate size and location of retail uses?
   -Is there flexibility in location of zoning district borders?
   -Define basic vision and policy for community center.
   -Define basic vision and policy for parking ramps.

RESPONSIBLE BOARD
Planning Commission will draft a recommendation for Council consideration.

TIMING
Anticipated to have draft completed by April 2017. Once a draft is completed, it should be checked against COR System Plans and COR Pro-Forma. May need to be adjusted.

EFFORT #2
COR System Plans

PURPOSE
The City purchased The COR with two goals in mind (a) recover previous public investments, and (b) ensure the vision of The COR is implemented.

As a result, the City of Ramsey has taken the role of master developer for The COR. With the role, various assumed responsibilities are assigned to the City. Developers, businesses, and residents expect the city to have concept plans/ policies in place for the following items:

1. Storm water plan (regional)
2. Road plan (public roads)
3. Sign plan (development signs, way finding sigs, etc.)
4. Park & Trails plans
5. Community Center plan/ policy
6. Parking Ramp(s) plan/ policy
7. Cut/fill basic plan

There are many benefits to having this preliminary information ready—please see system plan dashboard for details. These plans are intended to be preliminary/ concept level only—for the sake of planning and budgeting.

RESPONSIBLE BOARD
Likely, all boards will be involved with this process. However, for the sake of efficiencies, the EDA will lead this effort. Findings will be presented to the Planning Commission and City Council.

TIMING
Upon completion of 1st draft of COR re-vision, staff would like to order this work for completion (i.e. begin May 2017). This work will take 6-9 months. Once draft is completed, it should be checked against COR Master Plan and COR Pro-Forma. May need to be adjusted.

EFFORT #3
COR Pro-Forma

PURPOSE
1. Update COR pro-forma based on updated vision and system plans. COR pro-forma will display the city's financial performance forecast/ project cash flow over time (expenditures/ obligations versus revenues/ available funding)

2. Update COR TIF plan/ TIF analysis previously completed by Ehlers. This plan plays a major role in the "funding" side of the COR pro-forma. Because actual TIF revenues are based on actual completed projects, it would be helpful to update periodically. NOTE: TIF can only be used for projects completed before 2021.

3. Update COR land proceeds policy. Staff would like to (a) clearly identify what previous expenditures the City wishes to repay itself, (b) consider using land proceeds only for non TIF eligible costs, and (c) update the City's land sale proceeds forecasts.

RESPONSIBLE BOARD
EDA will draft a recommendation for Council consideration.

TIMING
Upon completion of COR re-vision and COR system plans, staff will complete this work (i.e. begin late 2017). This work will take 1-2 months. Once draft is completed, it should be checked against COR Master Plan and COR system plans. May need to be adjusted.

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The group then formulated a broad work plan to accomplish the many steps to complete an overall plan amendment and update.



Public Engagement

A key component of any policy decision is collaboration amongst its residents. These processes are part of natural and organic community conversations around key policy topics. The City will couple this policy discussion with ongoing workshops and community events as part of its overall Comprehensive Plan Update. For more information on this effort, please visit www.cityoframsey.com/ramsey2040.

4/25/17 City Council Work Session Note: All Boards and Commissions should review this document before the City Council considers formal adoption. The City Council should review the final document and approve before distributing to the public and stakeholders/landowners.

Mobile Comprehensive Plan Tour

The City is planning a Mobile Comprehensive Plan Tour for policy makers that will include local examples of plans and policies being discussed in the Comprehensive Plan Update. The tour is planned to include examples discussed in this Interim Development Plan as well.

Market Analysis

The Planning Commission recommends completion of a market analysis to confirm the policy directives of this document as it relates to the planned retail area. The Planning Commission continues to stress the importance of attracting retail uses to the Development, but want to ensure that there is not too much areas guided for retail growth beyond what the community can sustain.

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Community Center

The Planning Commission desires to continue to plan for a Community Center in The COR. The Planning Commission feels that this type of use would benefit the community and be a draw for other users within the development. This analysis will be completed as a separate planning process.

Detailed Vision/Zoning Check List for Future Decision-Making

5/25/17 EDA Comment. Now that the land use map is developed, this detailed checklist should come out of this document (strategic/visionary document). Perhaps it can be re-utilized when the Zoning Code is updated in later stages.

THE COR WILL BE A CITY CENTER THAT WILL SERVE AS A GATHERING PLACE FOR ALL PEOPLE.

CHECKLIST:

- IT WILL ATTRACT A DIVERSE AUDIENCE
- IT WILL HAVE SOMETHING OTHER CITIES DO NOT
- IT WILL STRESS SMALL SHOPS, NOT BIG BOX
- IT WILL BE FAMILY ORIENTED
- IT WILL APPLY MULTIPLE USES
- IT WILL BE TECHNOLOGY-ORIENTED

4/25/17 City Council Work Session Comment. The document should remove the comment about 'not big box).

THE MAIN PURPOSE OF THE COR SHOULD BE TO BRING THE PEOPLE OF RAMSEY TOGETHER.

A SECONDARY PURPOSE WILL BE TO BRING IN PEOPLE FROM OUTSIDE THE CITY.

***THE COR SHOULD SERVE AS A CITY CENTER PRIMARILY* TO BRING THE PEOPLE OF RAMSEY TOGETHER AND, IF POSSIBLE, BRING PEOPLE FROM OUTSIDE.**

TO REALIZE THIS VISION

→ **IT WILL ATTRACT A DIVERSE AUDIENCE BY:**

- ✓ **WELCOMING ALL CULTURES**
- ✓ **BEING OPEN TO ALL TYPES OF BUSINESSES**
- ✓ **ATTRACTING A WIDE AUDIENCE**

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→ **IT WILL BE UNIQUE; A DESTINATION BY:**

- ✓ **HAVING SOMETHING OTHER CITIES DO NOT**
- ✓ **BEING TECHNOLOGY-ORIENTED**
- ✓ **SERVING AS A COMMUNITY CENTER & GATHERING PLACE**
- ✓ **FEATURING UNIQUE ARCHITECTURE (COULD BE "HISTORICAL" AND STRESS FUNCTIONS)**
- ✓ **BEING FAMILY-ORIENTED; NOT BIG BOX**

4/25/17 City Council Work Session Comment. The document should remove the comment about 'not big box).

TEN PRINCIPLES (borrowed from Urban Land Institute)

1. ***GREAT STREETS NEED GREAT CHAMPIONS***
2. ***IT TAKES A VISION***
3. ***THINK RESIDENTIAL***
4. ***HONOR THE PEDESTRIAN***
5. ***PARKING IS POWER***
6. ***MERCHANDISE & LEASE PROACTIVELY***
7. ***MAKE IT HAPPEN***
8. ***BE SAFE, CLEAN, FRIENDLY***
9. ***EXTEND DAY INTO NIGH***
10. ***MANAGE FOR CHANGE***

Architectural Standards

A key component of the policy discussion for The COR has been architectural design standards. The Planning Commission believes several recent projects fell short of community expectations. While originally intended to be part of Phase I of The COR Development Plan Update, the Planning Commission continues to refine these recommendations and will continue throughout Phase II and Phase III to bring a quality recommendation forward with a full Plan Amendment.

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The standards below are not an exhaustive list of current design requirements, yet a focus on key topics that have been raised for future discussion. Upon final amendment, the City will prepare a side-by-side comparison of all existing and proposed design requirements. The final version of this Interim Development Plan will also include drawings/illustrations to illustrate the narrative being discussed.

Planning Commission Recommendation:

In the interim, the Planning Commission shall serve as an ad-hoc architectural review committee. Projects shall complete an architectural review prior to official Site Plan Review. The Planning Commission reserves the right to establish an ad-hoc sub-committee to serve as this Architectural Review Committee. The Planning Commission recommends that the City supplement the Development Review Team with the services of a licensed architect to help develop updated design standards and review development proposals. This will add value to the process, hopefully streamline review, and is in line with other professional services the City employs in development review. The cost of these services are the responsibility of the Developer.

Additional Discussion Points:

* The intent of design requirements is to maintain a consistent development look and acknowledge the pride and planning that went into the vision of this development. The tradeoff of a more densely developed areas was an acknowledgement of the need to 'step up' architectural design.

* All single-family homes in The COR shall include/not include a porch that protrudes from the front of the home, even with the garage, and not a recessed entry in the middle of the home.

* Over the next several months, the Planning Commission will better define front porches and if any additional design requirements or restrictions (i.e. split entry homes) are warranted. .

* Buildings in the Downtown District shall include a minimum of 50% brick. Vinyl siding shall not be allowed.

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Fiber cement panels shall be allowed as a complimentary material.

* Buildings in the Residential District shall have a minimum of 35% brick or stone on the front façade. Vinyl siding is allowed.

5/25/17 EDA Comment. Support a focus on quality architecture. City should continue to focus on four-sided architecture visible from the public realm. Quality signage on all four sides of the building should be allowed. The community should be able to park on public streets and reasonably access the building.

Private Open Space and Stormwater Design

The Planning Commission has expressed a concern over a perceived lack of private open space in medium density development as well as depth and steep slopes of stormwater ponds within the development due to the higher density nature. This concern has not yet been resolved, but will continue to be discussed during Phases II and III of the Plan Amendment. The City shall take into account sidewalks, greenways, and other private and innovative improvements (such as wonerfs).

Site Selection Process

The City is in a unique situation as Property Owner and Regulatory Authority. This presents opportunity, but also requires special attention to remain accountable to the public. In order to balance this approach without creating burdensome processes, the following steps shall be followed when considering a Purchase Agreement with the City in The COR.

Any perspective buyer of City-Owned Property in The COR shall first meet with City Staff to discuss appropriate sites. This is known as the Site Selection Process. The City and Buyer shall review multiple sites before selecting a preferred location. Depending on the complexity of the project, the City reserves the right to take this Site Selection Process to the Planning Commission, EDA, and City Council before reviewing a specific site.

The Buyer shall provide a site concept to be reviewed by the Planning Commission, EDA, and City Council before approving a Purchase Agreement. When a single-user proposes to purchase a portion of an undeveloped block or area, a series of 'site concepts' shall be developed before reviewing with any City board or commission. These site concepts shall demonstrate at least one reasonable concept for the remaining portion of the site that fits the vision and requirements of that area/district.

The Buyer must still complete the official Site Plan Review (and Subdivision) process after the Purchase Agreement Phase.

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History of Policy Discussion

This Interim Development Plan is the result of a Planning Commission initiative dating back to 2015. The City has invested a significant amount of time, energy, and resources in order to ensure a **MARKET RELEVANT PLAN** that balances **COMMUNITY VISION**.

Joint Work Sessions

The City Council and Planning Commission have met on multiple occasions to frame the policy question, discuss strategies, and identify solutions.

- March 26, 2015 = Joint Work Session
- July 12, 2016 = Joint Work Session
- January 24, 2017 = Joint Work Session

Surveys

In 2016, the City surveyed its Board and Commission Members on key topics related to The COR Development Plan.

The key directive coming out of review of these results on July 12, 2016 was to create a forum for policy makers to ask questions and receive direct feedback from developers and market experts, rather than completing another market study.

Market Panel Event

On October 27, 2016, the City hosted several market experts to respond to a wide range of policy topics raised by community policy makers. The output from this event served as an important foundation for land use recommendations developed by the Planning Commission.

Planning Commission Work Sessions

The information gleaned from the steps above were utilized to begin important policy discussions about the future of The COR. Following review of the Market Panel Event, the City Council authorized the Planning Commission to begin formulating land use recommendations for The COR. The Planning Commission met Work Sessions dedicated to The COR on multiple occasions.

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THE COR

RAMSEY, MINNESOTA

Parks and Public Realm Plan
Working Document



DEVELOPMENT STATUS

- EXISTING DEVELOPMENT
- PROPOSED DEVELOPMENT
- ACTIVE DEALS
- UNDER CONTRACT
- COMPLETED

ACCESS

- EXISTING SIGNALIZED INTERSECTION
- FUTURE SIGNALIZED INTERSECTION
- F — FULL INTERSECTION
- 3/4 — NO LEFT OUTBOUND MOVEMENTS
- P — PARKING RAMP

TRAFFIC INFORMATION

ADT INFORMATION TAKEN FROM 2009 ACTUAL COUNTS AND 2030 PROJECTED VOLUMES

NORTH 0 300 600

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, April 25, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

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

Members Absent: Mayor Sarah Strommen

Planning Commission
Members Present: Chairperson Randy Bauer
Commissioner Bruce Anderson
Commissioner Cheri Gengler
Commissioner Cindy Nosan
Commissioner Patrick Surma

Also Present: City Administrator Kurtis Ulrich
Parks and Assistant Public Works Superintendent Mark Riverblood
Public Works Superintendent Grant Riemer
Community Development Director Timothy Gladhill
City Engineer Bruce Westby
Asst. City Administrator/Economic Development Manager Patrick Brama

1. CALL TO ORDER

Acting Mayor LeTourneau called the City Council Work Session to order at 5:39 p.m.

2. TOPICS FOR DISCUSSION

2.01: Review Planning Commission Recommendation for The COR Interim Development Plan

Community Development Director Gladhill presented the staff report, noting the purpose of this case is to receive a final recommended policy framework for a document to be known as The COR Interim Development Plan, which will put into motion a more formal amendment to the Master Plan. He stated the Interim Development Plan will become the new format of the Master Plan, and outlined changes on the eastern half of the site that will introduce more medium density such as villas. He said the Interim Development Plan was intended to be flexible to recognize a vision instead of an exact site plan and contained sub quadrants with retail on one

side and residential on the other that is able to react to the market. Community Development Director Gladhill shared proposed recommendations and standards, adding assistance from the Architectural Review Committee would be included not to add more process but to fit in with a low-impact type of review. He highlighted The COR Interim Development Plan Key Policy Topics, including General Retail Strategy, Lake Itasca Greenway, Northwest Quad Future Land Use, Parking Standards, and Architectural/Design Standards. Community Development Director Gladhill explained if the proposed format were approved, the City would host a series of public workshops to gain feedback on potential changes as part of the 2040 Comprehensive Plan Update.

Chairperson Bauer noted big-box stores would be a draw with other surrounding development and could be located in the diamond-shaped area for better visibility. He said the Planning Commission thought basic COR uses would include a community center, entertainment, food and retail on Highway 10 and that retail would be at the mercy of the market and what would be realistic. He stated the many retail options in Elk River and Coon Rapids Riverdale needs to be taken into consideration, adding parking is important but everything should not be pavement so cost sharing options such as ramps and shared parking should be considered for the type of retail that would be located in The COR and along Highway 10.

Acting Mayor John LeTourneau thanked the Planning Commission for their work on The COR Interim Development Plan.

Councilmember Riley said he wanted to think about a master developer rather than the City doing the project and asked how this Plan fit with that idea.

Community Development Director Gladhill said the intent is to be clear on our framework in order to get a good fit and that the Plan still affords the opportunity to tweak the vision, which is why it is phrased as an interim plan. He said in this manner the Plan can be worked through and expectations set.

Planning Commissioner Nosan agreed that we need to have a strategic plan so a master developer knows what the City is expecting.

Councilmember Williams thanked the Planning Commission for their extraordinary thought on the Plan and said the other Commissions need an opportunity to provide their recommendations as they all have important focus that needs to be considered. She asked how other landowners within The COR would be affected even in the interim and inquired about their thoughts.

Community Development Director Gladhill said the idea was to communicate the Plan followed by the next steps of taking the Plan to the general public, including all Boards, Commissions, stakeholders, and potential and future developers. He confirmed that public engagement would be incorporated.

Councilmember Williams said she preferred that comments from the EDA and Commissions be incorporated within the Plan before taking it to the public.

Councilmember Kuzma said the original plan was dated and this Plan is progressive, flexible, and market-driven to help define the vision.

Councilmember Riley agreed the Plan is market-driven and that two areas of concern is changing floor-to-area-ration (FAR) in response to market requests and parking structures. He said the market will not dictate that and if we push structured parking the result will be the City constructing a ramp instead of developers. He said flexibility and strict adherence to FAR does not sound very flexible and should be reviewed.

Community Development Director Gladhill said staff will work with the Planning Commission to acknowledge community impacts and market, adding it is important to balance between requirements and what will work. He said a ramp is not a new topic and this Plan will not solve all parking concerns but we want to study how parking could work in order to communicate the benefits to developers.

Chairperson Bauer said he was concerned that if we have a vision then it should be followed. He said the Planning Commission wanted to stress the need for shared parking so it was incorporated into each of the developments. He acknowledged structured parking may require some City dollars as developers will not pay for an entire ramp if they only use a portion.

Planning Commissioner Anderson said we should consider shared parking from the beginning for cost sharing as he does not want to see us bottleneck with nowhere to park. He said we have to consider either constructing higher or allowing for the capability to go up if needed.

Councilmember Riley said he wished we had the problem of not having enough space because we have nothing but space. He said structured parking costs $50/square foot and the market will not support that because land costs now range between $6-$12/square foot. He commented that shared parking with Northgate Church works well.

Chairperson Bauer agreed, stating a theater generally uses parking in the evenings and could be another shared parking option.

Community Development Director Gladhill said it is fair to assume proformas, ROI, tax base, etc. to identify the funding gap and frame any vision in that context.

Acting Mayor LeTourneau commented that flexibility will be important.

Councilmember Williams asked if staff wants structured parking studies included in the Plan.

Community Development Director Gladhill said the Plan is a broad policy document and based off this direction we will lay out system plans, one being parking districts and/or parking ramps, and that staff is looking for feedback to kick off system plans, including parking strategies. He said this direction will establish how we make requests and bring contracts forward.

Asst. City Administrator/Economic Development Manager Brama said if Council is in a position not to support parking ramps then it will be removed from the Plan and will not be considered as part of the system plans going forward.

Councilmember Johns thanked the Planning Commission for their work and said she would like the parking structures to remain, as citizens have commented that they do not want to see large parking lots. She said affording a parking ramp is another question but does not want to take the option off the table.

Councilmember Shryock said it is important to have a vision and then follow it and if we have identified parking or other issues, then we need to further define them and suggested nodes of parking and then moving retail and housing around those parking nodes. She said there are too many moving parts right now but that this Plan will help us maintain cohesiveness.

Acting Mayor LeTourneau said he would like to see the parking remain and said while he is not sure where the greater density will be it is important to be open to consideration. He said we could work on ways to recover costs as The COR develops as one way to approach funding parking structures.

Councilmember Riley commented on the vision statement and how we know this is going to be something other cities do not have, especially when everything is market driven. He added the technology-orientated statement from the Plan could be dated.

Chairperson Bauer said this statement was suggested by Planning Commissioner Brauer and was intended to focus on providing fiber for future businesses.

Councilmember Shryock suggested the statement be amended to say technology accessible and not necessarily oriented.

Community Development Director Gladhill said staff will review some language to address these concerns but noted they would like to see something included as technology is important.

Acting Mayor LeTourneau agreed, stating vision statements helps narrow the focus.

Councilmember Riley commented on the welcoming cultures point as this seems to state that it is not already happening. He said the unique point will be difficult to achieve as well with the market as architecture and historical Ramsey are not very unique.

Councilmember Williams said the Plan twice refers to no big box stores but said if one came forward today she would approve it and is not comfortable with that vision. She said the community wants a big box store like a Target.

Chairperson Bauer said big box stores are more interested in Highway 10 locations.

Councilmember Williams suggested removing the big box reference entirely.

Chairperson Bauer said their intent was that the Plan needs to include more than just The COR and that it be realistic as big box stores will more likely locate on Highway 10 than The COR.

Community Development Director Gladhill said staff will work to find a better way to phrase the statement or include a reference on the map instead.

Councilmember Shryock said she would like to see a road map and flexibility so when we remove some verbiage and review modular developments or districts or zones they can be moved around. She said she would like to see more timeless architecture references so development does not become outdated.

Councilmember Johns agreed any development will be market driven but said the importance of the Plan is to help create what development is driven to Ramsey.

Parks and Assistant Public Works Superintendent Riverblood said the Parks Board liked the Interim Plan as it incorporates a future parks plan that will help market The COR. He said the Board will further review the Plan in May and that their feedback will be shared with the Council.

The consensus of the Council was to continue with the process as outlined for the COR Interim Development Plan.

2.02: Receive Update on Park Dedication Credit Discussion for Riverstone Addition Located Near Bunker Lake Boulevard and Puma Street; Case of Capstone Homes (Project No. 17-106)

Community Development Director Gladhill reviewed the staff report, noting the purpose of this case is to receive an update on a request for Park Dedication Credit as part of the proposed Riverstone Addition. He explained the Council is not being asked to make a final decision but to hear an update on recent progress and talking points in advance of official review in May and June. He reviewed the key policy topics, including the Master Parks Plan Update, the existing parks CIP, the Riverstone Addition Policy Document, the Planned Unit Development, housing goals, and other development scenarios. He said staff is seeking policy direction for park dedication credit stating the developer is requesting $475,000 as credit to create a smaller pocket park maintained by a homeowner's association (HOA) with a trail connection as part of Lake Itasca Greenway. Community Development Director Gladhill said staff has held discussions with the developer regarding their request and said if approved this action would have impacts on the future Lake Itasca Park whether reduced or delayed improvements.

Parks and Assistant Public Works Superintendent Riverblood reinforced trigger points when the project would start, stating $29 million of park/trails have been identified with $2 million in the park trust fund that should be focused instead on community parks, splash pad and other items in The COR that would also serve this subdivision.

Councilmember Riley asked if we suggested pocket parks to the developer.

Community Development Director Gladhill said the pocket park was part of the developers' proposal and felt its value was a success of the project.

Parks and Assistant Public Works Superintendent Riverblood said it is common to have private amenities in similar developments.

Stephen Bona, Capstone, thanked staff for their work on this busy project, stating they are working towards an August groundbreaking. He said the park stems from a firm belief that 293 lots of mid-density housing guided and zoned R-2 with 1,000 residents will need greenspace and parks for the children. He said the regional park will be a great amenity but a closer park is needed as the regional park is half a mile away. Mr. Bona said necessity is not the issue just how we get there and with exposure from Highway 10 this will be a highly visible, unique and special neighborhood. He noted the $483,000 will be credited back over time and that the HOA will maintain the park so it will not be a burden on the park system. He said Capstone is paying over $1 million for infrastructure to be extended to the property which is not typical and that they cannot absorb both. He said they have changed their original proposal and outlined a small green area that has been removed at $200,000 to make this happen and have one acre of lots that will not have homes to provide more open space. Mr. Bona said the park and will cost over $200,000 just to provide space which will be an improvement with City funds. He noted that Capstone is making a large financial commitment to open space already in the plan but that they are unable to do so without working with City. He said they love the site and said the benefits of housing price between $260,000-$350,000 results in having high end homes without being custom which is good.

Councilmember Shryock inquired about land value plus improvements.

Mr. Bona said they are proposing vacant land value of $25,000/acre as unimproved land cost and additional improvements would be the playground, pavilion and landscaping.

Councilmember Kuzma inquired about the preliminary budget.

Community Development Director Gladhill shared the budget for a total of $300,675.23, with the public trail at $182,234.99 for a total of $482,910.22.

Councilmember Shryock asked if there is an additional requirement on Alpine Drive for a trail.

Parks and Assistant Public Works Superintendent Riverblood said the Greenway as proposed and supported by staff would include a 14-foot footprint and offer land dedication credit off the top and that the Greenway would "t" into the northwest road but not include any additional trail on Alpine Drive.

Community Development Director Gladhill said Puma Street will have a pedestrian crossing trail constructed by the City's infrastructure project.

Councilmember Johns asked for cost clarification.

Community Development Director Gladhill said the cost would be $1.1 million.

Councilmember Shryock said she does not recall allowing credit for improvements and property.

Parks and Assistant Public Works Superintendent Riverblood said this would be a precedent for park dedication more than the minimum for private amenities. He said the public interest is land but the park would remain private with a public easement. He said this would also set precedent for future developers.

Mr. Bona said the reason for the request is because this is the largest neighborhood ever to be built in Ramsey and with so many units they are only requesting one acre. He said they understand the precedent but felt other developments could not justify a request.

Councilmember Johns said she is concerned about the precedent and others wanting to do that at Itasca Park for broader benefit for others to use. She said she might be open to land incentives but not the improvements.

Councilmember Kuzma said he liked the Capstone project and understood that space was important but was concerned the HOA will not survive and suggested providing a bond to ensure maintenance.

Mr. Bona said he understood the point but said we have so many units paying such a small amount the HOA will be established right way. He said ideally the City would own the park and we would maintain lawns, including replacing equipment in 20 years.

Councilmember Riley said Harvest Estates wanted a small park for 300 houses and we choose this a neighborhood goes in without a park.

Mr. Bona reiterated they would not be able to do the project as proposed due to the offsite infrastructure costs.

Councilmember Shryock said she was excited about the project but said the precedent would be bad and if the park does not happen can open space be counted through ponding.

Community Development Director Gladhill said open space requirements can be reviewed with the PUD and could count as an amenity, adding other aspects can be reviewed to refine costs.

The consensus of the Council was not to support the request from Capstone Homes for Park Dedication Credit as part of the proposed Riverstone Addition.

Councilmember Williams requested the Parks Board convene to reevaluate the City's pocket parks policy.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

None.

5. ADJOURNMENT

Acting Mayor John LeTourneau adjourned the Work Session meeting.

The Work Session of the City Council was adjourned at 6:57 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Jo Ann M. Thieling
City Clerk

Drafted by Cathy Sorensen
TimeSaver Off Site Secretarial, Inc.

ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, May 25, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Jim Steffen
Member Phillip Brunt
Member Brian Burandt
Member Chris Riley
Member Wayne Skaff
Member Kristine Williams (arrived at 7:38 a.m.)

Members Absent: Member Glen Hardin

Also Present: Patrick Brama, Econ. Dev. Mgr/Assistant City Administrator
Tim Gladhill, Development Services Manager

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:35 a.m.

2. APPROVE AGENDA

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

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

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated April 13, 2017

Motion by Member Steffen, seconded by Member Skaff, to approve the April 13, 2017, minutes as presented.

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

4. EDA BUSINESS

4.01: Review Planning Commission Recommendation for The COR Interim Development Plan

Community Development Director Gladhill presented the staff report.

Member Williams arrived at 7:38 a.m.

Chairperson Steffen asked if this plan includes more or less retail than the original plan.

Community Development Director Gladhill noted that this plan has slightly less retail but identified two other areas that have available space for retail. He noted that the Planning Commission feels that it would be a better balance.

Chairperson Steffen asked if there was a negative opinion of retail in this area from The COR panel.

Community Development Director Gladhill stated that there are challenges and barriers to the retail market. He explained that The COR will not be a Riverdale or Elk River, but the focus should instead be a unique business incubator.

Member Skaff asked the plans for the open land in the downtown area.

Community Development Director Gladhill stated that there would still be a mix of uses along Sunwood Drive between retail and residential with a focus on high density residential. He noted the relationship needed between residential and the success of the transit with the commuter rail.

Chairperson Steffen asked if the document would change any zoning.

Community Development Director Gladhill stated that the zoning would not change as the mixed use allows for a multitude of uses. He stated that some simple adjustments can be made to the subdistrict boundaries which allows more flexibility.

Member Williams stated that the document makes some strong statements in regard to retail and asked if the EDA is comfortable publishing that and making it public. She stated that while the City has not been able to attract the desired retail that is indicative of the market. She noted that there are two places in the vision statement that state no "big box" retail and asked if the EDA is comfortable with that.

Community Development Director Gladhill stated that he would support tweaking that language, as the vision statement became more focused on the northwest quadrant. He believed that the Planning Commission would support "big box" retail in the right opportunity. He explained that the Planning Commission wanted to attract more unique opportunities but would still be open to "big box" retail as well.

Chairperson Steffen stated that the City has been open to "big box" retail for 15 years and did not see any reason to detract from that option now.

Community Development Director Gladhill stated that perhaps the statement be tweaked to remove the portion disallowing "big box" retail and instead encouraging smaller incubator retail destinations.

Member Riley stated that the market will dictate the choice the City will have and noted that there are several statements that push the smaller unique retail that would have a higher rate of turnover. He noted that he would prefer to have more established names in terms of retail that would most likely have a higher rate of success.

Member Burandt agreed that the statement should instead say that the City will embrace market driven opportunities as they come, rather than trying to attract businesses that would have a higher rate of turnover.

Member Riley stated that this is a first draft of a document that the EDA has not yet had input on and therefore this is a great discussion.

Community Development Director Gladhill noted that the Planning Commission has spent a lot of time attempting to develop a plan broad enough to go over the entire development but advised that this is still a draft. He noted that he does like the idea of embracing market driven opportunities as they come but stated that perhaps the vision statement is not the right place for that item. He instead suggested putting talking points from each group under each section as the discussions continue.

Member Riley recognized the change in the mixed-use definition, noting that the idea has been switched as the vertical mixed use did not seem to be a success. He stated that parking is another area that the group should discuss. He noted that although the City prefers structured parking, the market would most likely support that notion. He stated that because the market would not support additional structured parking, that would require City funds to make that a reality. He stated that the floor area ratio has been changed but the document suggested that it should be changed back. He provided an example of a development that did not include structured parking and still provided a good product. He noted that going back to the original ratio would not allow additional developments of that nature.

Community Development Director Gladhill noted that there are discussions currently to determine whether there would be a return on investment for the City to invest in that type of infrastructure. He noted that while that policy discussion is occurring, the parking ramps have been left off this plan for the time being. He noted that the Planning Commission mentioned that during peak times it can be difficult to find parking near areas like Acapulco. He confirmed that the City is flexible in terms of parking, whether that be surface or ramp.

Member Riley stated that the EDA should weigh in further on parking. He stated that shared parking is a great concept if it works, he provided a successful example between Allina and the neighboring church. He stated that while that is a great concept that works in that situation he does not believe the City should attempt to coordinate those efforts between developing sites.

Community Development Director Gladhill asked if there is any openness to partner with developing properties to create structured parking, whether that be grant funds or TIF dollars. He asked if there is a desire to continue that discussion.

Economic Dev. Mgr./Assistant City Administrator Brama stated that this is a high-level policy land use plan, which is an interim plan. He noted that the next step will be a more detailed planning exercise, and will include a parking discussion that will have more details on costs. He confirmed that in this market there would need to be a cost-share between private and public to develop structured parking.

Chairperson Steffen stated that he would not say no to the concept. He noted that he would be willing to continue discussions, but does not want structured parking to be a requirement for developers.

Member Skaff stated that he would also be open to the concept but would not want to see structured parking become a requirement in a planning document, for developers.

Member Riley asked for more details on the floor area ratio.

Community Development Director Gladhill provided the definition of floor area ratio, noting the higher the floor area ratio, the denser the parking would need to be. He noted that the ratio had been decreased in order to respond to the market. He stated that a few years ago the Council then made the decision to encourage shared and structured parking but not require that element and decreased the floor area ratio to .65. He confirmed that the Planning Commission did support reverting back to the ratio of .75. He noted that the EDA comments would be added to that item, noting that while the EDA would be open to encouraging shared/structured parking, they would not want to require the element and do not support the change in floor area ratio from .65 to .75. He asked for broad thoughts on architecture and whether the City is on track, providing examples of recent development, and whether the architecture is meeting the expectations of the EDA.

Chairperson Steffen stated that there were one or two developments that did not meet his architectural expectations. He asked which examples the Planning Commission had.

Community Development Director Gladhill provided examples of architectural elements that the Planning Commission felt perhaps did not meet their expectations, noting that often it was color related.

Chairperson Steffen asked if the guidelines have changed in the past two years.

Community Development Director Gladhill stated that there have not been changes in the last two years but there was a significant amendment prior to that. He stated that staff's approach is to add more details to make things more specific. He stated that the design document is currently very lengthy and staff is attempting to simply that while still providing the necessary definition. He stated that The COR is very unique and because the density was going to be higher, the desire

was to have higher design standards. He did not believe that would be appropriate to have the standards community wide.

Member Williams stated that she appreciates that the desire to stay strong to the architectural desires. She stated that with retail that could become a concern. She stated that it is important in the western and southern portion of The COR, and she would not want a development to look out at the back of a building. She stated that it is important to have four-sided design for buildings, so that you prevent a development from looking out at the back of a strip mall with no design and just back doors. She stated if you are going to require four-sided development, the City should also ensure that the sign ordinance would allow for signage on all sides. She provided examples of four-sided development that has been well done in The COR.

Community Development Director stated that there is flexibility to allow signage on all sides but the conflict often comes with the type of signage allowed. He noted that the discussion would play out with the Stonebrook Academy application as that moves forward. He noted that business will have their front entrance on the side opposite of Sunwood Drive and therefore the four-sided design will be important as the back of their building will be facing Sunwood.

Member Williams stated that she would want to ensure that the back of the building facing Sunwood still looks like the front as well, since that is the main roadway for The COR.

Community Development Director Gladhill summarized the input from the EDA regarding the vision statement, noting that the EDA would like to be market driven rather than dictating the market, with an emphasis of that discussion related to different types of retail users; for parking the EDA would be open to all parking options, but does not want to force shared/structured parking on developers; and in regard to architecture the EDA would like to emphasize four-sided design and would want to ensure signage is allowed for all sides if desired.

Member Riley stated that he feels the vision statement needs more amendments than what was mentioned.

Community Development Director Gladhill noted that this is intended to be an interim document and if the master developer route is chosen, that group would work with the EDA and Planning Commission to further develop the plan and implementation of the plan. He noted that the Planning Commission would focus on developing the plan while the EDA would focus on implementation of the plan. He noted that the document has been setup to allow for additional input from a master developer.

Motion by Member Skaff, seconded by Member Brunt, to recommend to City Council that approve The COR Interim Development Plan for public comment, incorporating the consensus statements from the EDA.

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

4.02: State of Minnesota Economic Development Marketing Initiative

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

Chairperson Steffen asked, and received confirmation, that the City does receive copies of the ad that they would be able to utilize. He asked what would be promoted.

Economic Dev. Mgr./Assistant City Administrator Brama stated that it is a high-level advertisement for the City that is very visual. He noted that Coon Rapids and Elk River utilize the publication. He stated that Anoka County used the publication in the past but pulled out of the publication this year which brings forward another reason it would be important for the City to include their own advertisement. He stated that the City would work with the designer to develop an ad.

Member Williams stated that while she likes the advertisement, it does not seem as detailed as some of the advertisements for the other cities. She suggested reviewing some of the other advertisements to make Ramsey's stand out a little more.

Member Burandt suggested using a map to show the location of Ramsey as well.

Motion by Member Brunt, seconded by Member Burandt, to authorize staff to utilize $5,000 of the EDA budget to select, design, and publish an ad in the 2018 MN DEED/Business Climate annual publication.

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

Member Burandt suggested possibly cost-sharing the ad by highlighting shovel ready sites.

4.03: Business of the Year

Economic Dev. Mgr./Assistant City Administrator Brama presented the staff report. He explained how the short list is developed.

Chairperson Steffen stated that he likes the line of questioning which began in the last few years.

Economic Dev. Mgr./Assistant City Administrator Brama stated that an additional question was added regarding community support the previous year.

Chairperson Steffen stated that next year perhaps a scoring mechanism be developed next year to help quantify the chosen selection, noting that the questions would be weighted to provide higher numbers for the more important elements.

Member Riley stated that might be overthinking this. He stated that the EDA has been given the information and have an idea of which elements are more important to them.

Chairperson Steffen agreed but noted the scoring system would develop a system for the group to evaluate as a whole, rather than which element is most important to each member.

The EDA discussed possible recipients for the business of the year.

The EDA selected Capstone Homes as the 2017 Business of the Year with a strong recommendation that Zero Zone should be considered for 2018.

5. MEMBER / STAFF UPDATE

The EDA reviewed the Staff Update. Economic Dev. Mgr./Assistant City Administrator Brama highlighted recent activity regarding PSD and their interest in the north portion of the new business park noting that the request will come before the EDA in the next few weeks. He stated that Adrenaline Sports is also looking at the PSD owned space next to the potential PSD development. He stated that there is also interest in the site Adrenaline Sports was previously interested in, noting that hopefully a purchase agreement will come before the EDA at the next meeting. He also provided updates on the potential closing for Capstone and the recent activity of Stonebrook.

6. ADJOURNMENT

Motion by Member Skaff, seconded by Chairperson Steffen, to adjourn the meeting.

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

The regular meeting of the Economic Development Authority adjourned at 8:53 a.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

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

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

5.02: Review Update on The COR Interim Development Plan

Parks & Assistant Public Works Superintendent Riverblood reviewed the Commission is requested to review a preliminary draft of The COR Interim Development Plan, which essentially puts into motion a more formal amendment to the master plan. Details of the recommendations prepared by the Planning Commission were provided for Commission review. Mr. Riverblood noted direction from the April 25, 2017 Joint Work Session was to review this draft with advisory boards and commissions. The draft was reviewed by the Economic Development Authority on May 25, 2017. The Park and Recreation Commission and Environmental Policy Board will review the draft at their June 2017 meetings. Staff will be seeking authorization for public comment on the draft in July 2017. There were some revisions to the plan in 2011. At one point there appeared to be conflicting goals for The COR's development plan—one being to sell the land, and get the city out of the business of being a developer, the other to 'hold the vision'. A market panel was held which brought a lot of clarity to questions of market forces and the potentiality for big box retail etc. This evening is the second opportunity for the Park and Recreation Commission to weigh in.

Mr. Riverblood reviewed the Interim Development Plan. The porch element is something that will be held fast. The apartments are necessary to provide businesses 'rooftops' to attractthe restaurants and other businesses in the community.

Commissioner Leistico returned to the meeting at 7:04 p.m.

Mr. Riverblood showed the Commission The COR Development Concept indicating the various sections of the plan. The Planning Commission has recommended higher density for the residential area. There has been a shift in focus for large retailers to smaller retail businesses. The other major policy change would be regarding the office areas, where the office area would be retained until fully developed by office businesses.

Commissioner Sis asked for the location of Bunker Lake and Mr. Riverblood indicated it on a map. Mr. Riverblood indicated the Greenway area on a map. Mr. Riverblood reviewed the revisioning steps. The budget will be used to hire multiple consultants to assist in road planning, grading, stormwater, and sign plan. The retailers will help pay for some of the signage. Even during the recession, The Draw was being constructed and developers viewed that as the City's commitment to developing The COR. Mr. Riverblood drew for the Commission the parking lot plan with future expansion to a parking ramp.

EPB Minutes dated June 19, 2017

5.05: Receive Update on The COR Interim Development Plan

City Planner Anderson presented the staff report. He stated that the purpose of this case is to review a preliminary draft of The COR Interim Development Plan, which essentially puts into motion a more formal amendment to the Master Plan. He noted that details of the recommendations prepared by the Planning Commission over a series of workshops were attached to the case. He noted that the direction form the April 25, 2017 Joint Work Session was to review this draft with the advisory Boards and Commissions. He stated that the draft was review by the Economic Development Authority on May 25, 2017 and by the Parks and Recreation Commission at their June 8, 2017 meeting. He advised that staff will be seeking authorization for public comment on the draft in July.

Board Member Valentine commented that the plan is coming along nicely.

Chairperson Stodola asked for more information on the boundaries of The COR.

City Planner Anderson provided the boundaries of The COR, explaining that some of The COR zoning extends past those boundaries.

Councilmember LeTourneau stated that one of the driving factors of the Council is the market, noting that the development will have to be market driven. He explained that the big box retail that was originally desired will not fit into The COR because of the challenges that exist lying between two retail nodes and other market factors. He noted that the other factors that bring in business is density and that is why additional housing is being considered.

City Planner Anderson stated that while residents have said they do not want more apartments in The COR, additional rooftops are needed to attract business and that is the quickest method. He noted that the original plan for The COR included apartments because that would concentrate density and allow other portions of the City to remain more rural.

Councilmember LeTourneau noted that this has been a balance approach with market rate apartments.

Board Member Valentine stated that the planning for growth in the community has been done well.

Board Member Hiatt stated that the challenge in The COR is the density focus and balancing that with an environmental aspect. He provided examples of additional plantings that the Board has been able to negotiate on more dense projects. He noted that often with big box retail there is less landscaping and stated that in smaller retail settings you are able to maintain that landscaping to make it more appealing.

City Planner Anderson provided additional details on the Lake Itasca Greenway Corridor which plays into the concepts.

CC Regular Session **7. 7.**

Meeting Date: 10/10/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Resolution #17-09-232 **(Resolution number has been changed to #17-10-232)** Requesting use of the Anoka County HRA Fund: Case of the City of Ramsey's New Business Park

Purpose/Background:

PURPOSE

Consider approving the attached resolution formally requesting use of Anoka County Housing & Redevelopment Authority (ACHRA) fund dollars to help pay for arterial infrastructure located along Bunker Lake Boulevard and Puma Street, within the city's new business park.

BACKGROUND

This case is administrative. Staff is lining up funding sources for this project. The EDA and City Council have provided direction on this project in the past and have been supportive of this funding source for this project. Attached to this case is high-level background information on the project. Also attached is the assessment agreement for this project.

Anoka County HRA

In order to utilize ACHRA dollars, the city must receive formal authorization from the ACHRA board. In order to be considered by the ACHRA board, the city must pass/ submit a formal resolution requesting dollars.

The City has used the ACHRA fund in the past to help financially assist housing projects and to pay for the purchase/ clean up of blighted properties. Eligible uses of the program are economic development, redevelopment, and housing projects.

The ACHRA fund is an elective program. City's choose to participate. If City's participate, Anoka County levies dollars from Ramsey residents on the city's behalf. Although the ACHRA cannot use said Ramsey dollars for their own initiatives, they do provide oversight of each individual communities' ACHRA fund, and they do have the authority to approve or deny requests from individual communities. The City of Ramsey has participated in the ACHRA for over 10 years, and levies roughly $300,000 annually.

Notification:

NA

Observations/Alternatives:

NA

Funding Source:

ACHRA: balance anticipated at year end (2017) $1.75 million.

SIDEBAR--

Staff would like to make a high level note regarding funding. As the EDA/ Council knows, several development projects recently reviewed by the city include some form of city financing. Below is the summary of sources/ uses of funding for various projects. These numbers are rounded preliminary estimates. Final numbers will vary.

Cost of Projects (City):
(1) Bunker/ Puma Arterial Infrastructure Project: $3.68M
(2) PSD Business Park, Internal Public Roadway: $250K
(3) PSD Business Park, Spec Industrial Building: $234K
(4) Adrenaline Sports Center Building: $250K
(5) Stone Brook Children's Academy Public Roadway: $240K

Funding of Projects (city):
(1) Bunker/ Puma Project: Trunk Sewer/Water Fund ($1.1M), TIF #1 ($900K), ACHRA ($1.7M)*
(2) PSD Business Park, Internal Public Roadway: Ramsey EDA Fund ($250K)
(3) PSD Business Park, Spec Industrial Building: TIF District #16 ($234K)
(4) Adrenaline Sports Center Building: Ramsey EDA Fund ($250K)
(5) Stone Brook Children's Academy Public Roadway: TIF District #14 ($240K)
*roughly $1.2M returned back to the Ramsey EDA over time, from assessments.

City Funding Sources (end of 17):
TIF #1: $1M
TIF #14: $600K
TIF #16: $234K (paygo 9 yrs)
ACHRA: $1.75M
EDA Fund: $725K

Recommendation:

STAFF:
This case is administrative in nature. The city has reviewed multiple cases and has made multiple actions supporting this request. Now, that the overall project is moving forward (Capstone, PSD, etc.), staff would like to make a formal request to the ACHRA. Design for the remaining Bunker/ Puma work will occur over the winter. Construction is anticipated for spring/ summer 2018. Staff would like to complete this step (i.e. make sure our funding is in place) before we award a contract for the road construction.

EDA:
The EDA reviewed this case on 09/14/2017. The EDA passed a motion 6-0 to recommend the Council approve the attached resolution. The EDA felt this action was consistent with previous EDA/ Council direction on this overall project.

Action:

Motion to:
Adopt Resolution #17-09-232 232 **(Resolution number has been changed to #17-10-232)** requesting the Anoka County Housing and Redevelopment Authority (ACHRA) allocate $1,750,000 for infrastructure costs associated with the City of Ramsey's new business park development.

Attachments

RES 17 09 232
Biz Park Background
Assessment Agreement

Form Review

Inbox	Reviewed By	Date

Kurt Ulrich	Kurt Ulrich	10/05/2017 07:37 AM
Form Started By: Patrick Brama		Started On: 09/21/2017 04:00 PM
Final Approval Date: 10/05/2017		

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

RESOLUTION #17-09-232

RESOLUTION REQUESTING THE ANOKA COUNTY HOUSING AND REDEVELOPMENT AUTHORITY (ACHRA) ALLOCATE $1,750,000 FOR INFRASTRUCTURE COSTS ASSOCIATED WITH THE CITY OF RAMSEY'S NEW BUSINESS PARK DEVELOPMENT

WHEREAS, over 300-acres of green-field land is available for development located northwest of the U.S. Highway 10/Armstrong Boulevard interchange in the City of Ramsey (the "Armstrong-West Developable Area"); and

WHEREAS, the City is pursuing the development of a new business park in the Armstrong-West Developable Area totaling 131.52 acres in gross size. A new business park will benefit the City by creating well-paying jobs, increasing tax-base, and increasing local consumer spending; and

WHEREAS, Riverstone Development has recently platted a 298-unit single-family residential Development on 84.77 acres of land located in the Armstrong-West Developable Area. A new 298-unit residential development will benefit the City by providing quality new housing stock, a quality designed residential community, development fees, increased tax-base, and an increase in local consumer spending; and

WHEREAS, development of the Armstrong-West Developable Area will require various improvements to arterial infrastructure located along Bunker Lake Boulevard and Puma Street. Arterial infrastructure improvements include trunk-water line extensions, trunk-sewer line extensions, a sewer lift station, trail extensions, new roads, street lights, and storm sewer ("Arterial Infrastructure") totaling an estimated $3.68M; and

WHEREAS, annually the ACHRA levies Ramsey residents; and

WHEREAS, the ACHRA levy has been used to help fund certain development and redevelopment projects within the City of Ramsey; and

WHEREAS, the City of Ramsey is requesting that the ACHRA utilize available tax levy to partially fund Arterial Infrastructure costs related to the City's new business park.

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 formally authorizes a request for the ACHRA to utilize $1,750,000 levied from Ramsey taxpayers to help fund a portion of Arterial Infrastructure related to the City of Ramsey's new business park.

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

And the following voted against the same: And the following abstained:

And the following were absent:

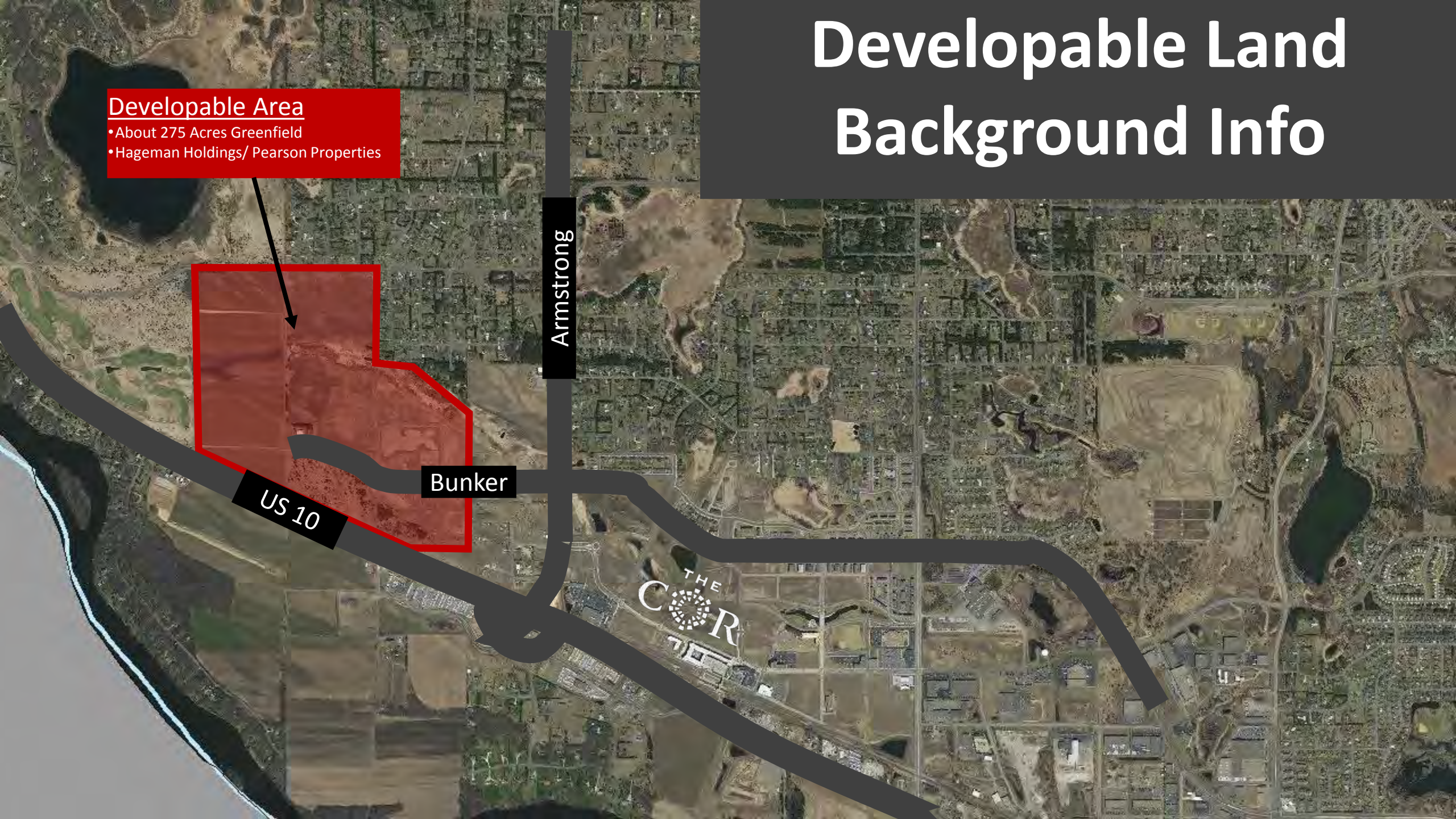
Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 26th day of September 2017.

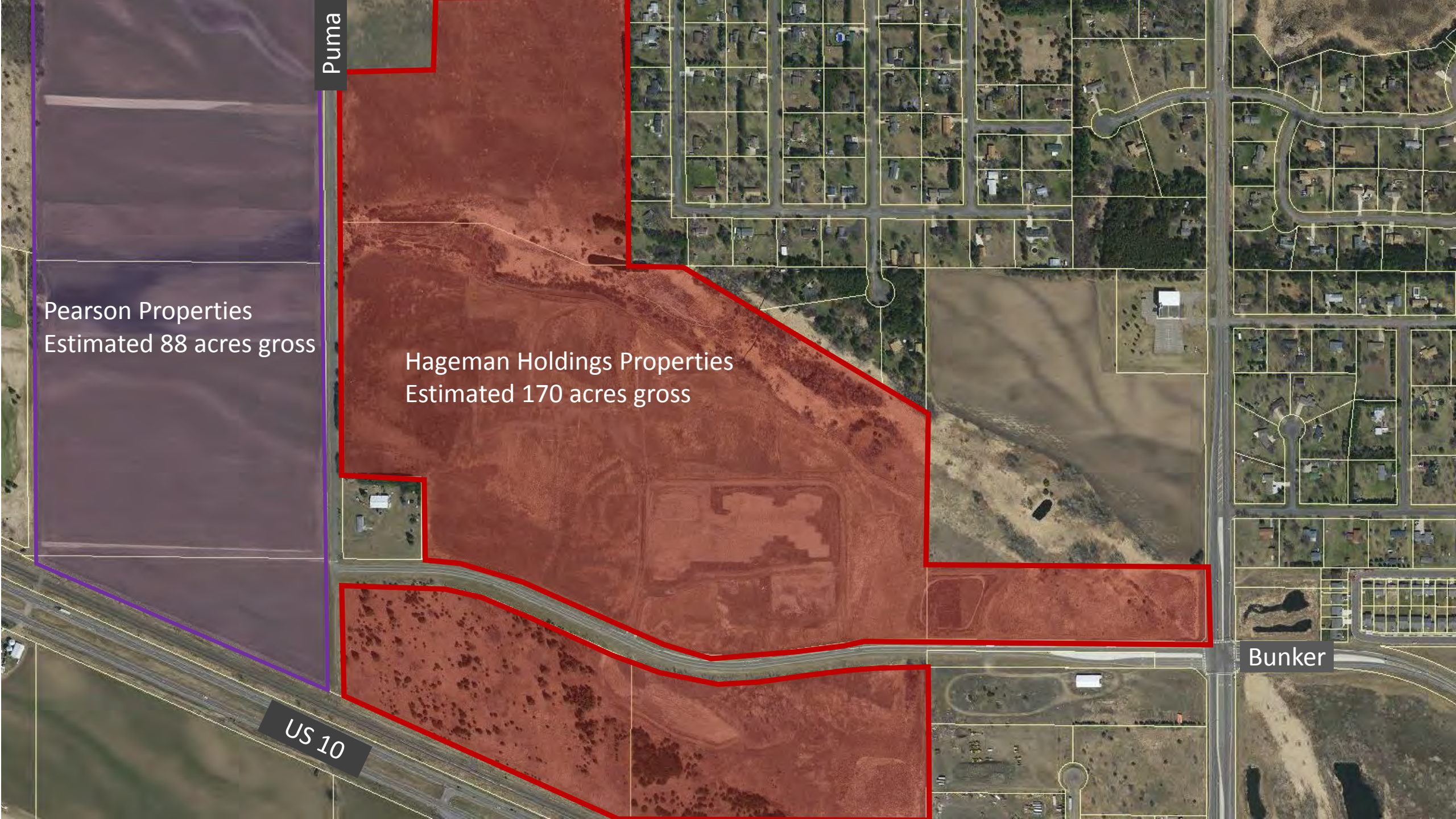
_____
Mayor Sarah Strommen

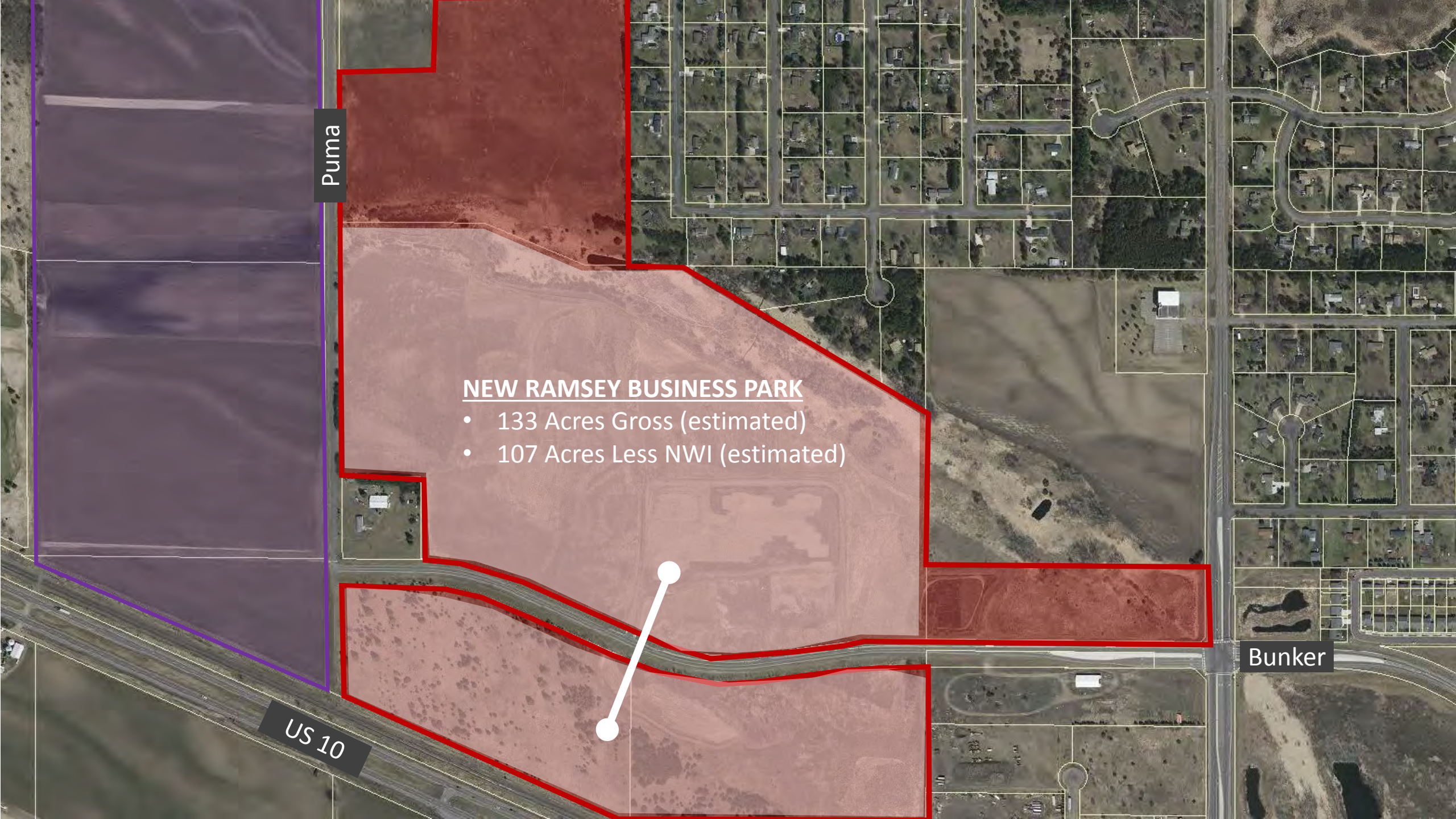
ATTEST:

_____
City Clerk Jo Ann M. Thieling

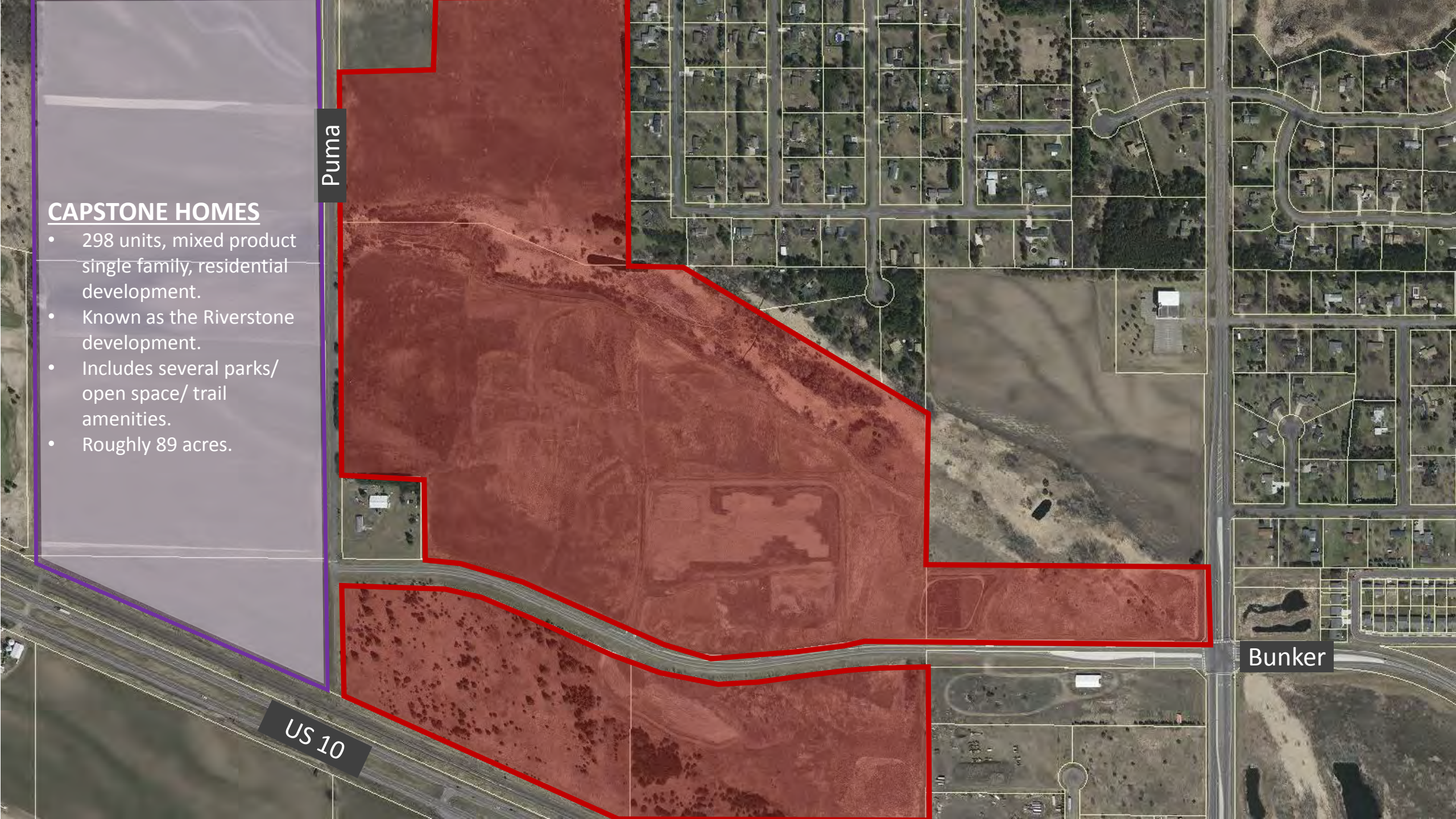
Developable Land Background Info




Puma
Pearson Properties
Estimated 88 acres gross
Hageman Holdings Properties
Estimated 170 acres gross
US 10
Bunker

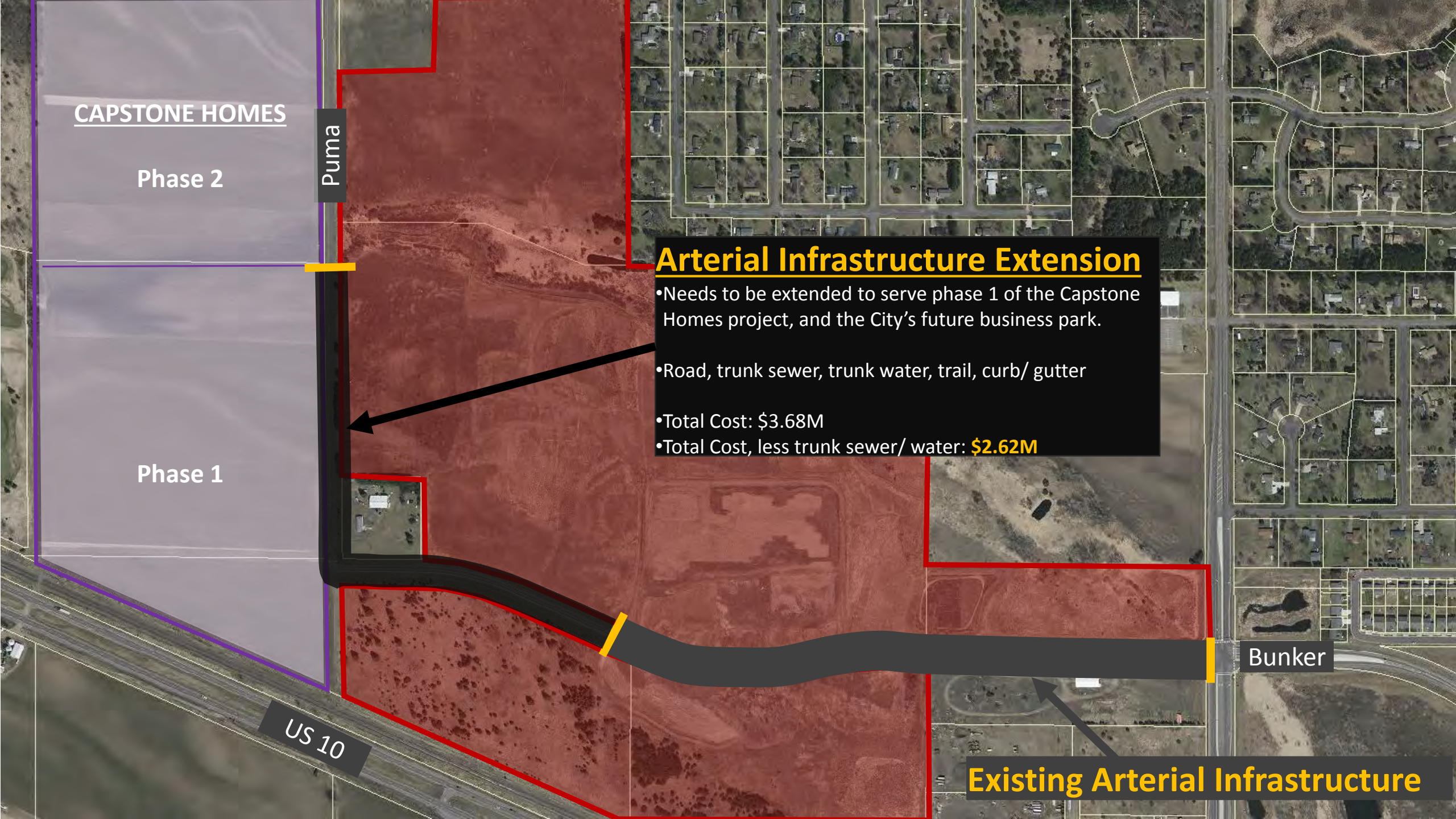

Puma
NEW RAMSEY BUSINESS PARK
• 133 Acres Gross (estimated)
• 107 Acres Less NWI (estimated)
US 10
Bunker


Capstone
US 10
Bunker
PSD LLC Development
•Purchase 45 acres of the business park
•Everything south of Bunker
•7 buildings shown in master plan
•2 buildings planned for completion in 2018.



CAPSTONE HOMES

- 298 units, mixed product single family, residential development.
- Known as the Riverstone development.
- Includes several parks/ open space/ trail amenities.
- Roughly 89 acres.


CAPSTONE HOMES
Phase 2
Phase 1
Puma
Arterial Infrastructure Extension
•Needs to be extended to serve phase 1 of the Capstone Homes project, and the City's future business park.
•Road, trunk sewer, trunk water, trail, curb/ gutter
•Total Cost: $3.68M
•Total Cost, less trunk sewer/ water: $2.62M
Bunker
US 10
Existing Arterial Infrastructure

(reserved for recording)

ASSESSMENT AGREEMENT

THIS ASSESSMENT AGREEMENT (this "Agreement") is made this 25 day of July, 2017, by and between between the **City of Ramsey**, Minnesota, a Minnesota municipal corporation ("City"), **Riverstone Development, LLC**., a Minnesota limited liability company ("Riverstone Development"), and **Hageman Holdings, LLC**, a Minnesota limited liability company ("Hageman Holdings") (Riverstone Development and Hageman Holdings are collectively referred to as "Owners").

Recitals

A. Owners are the owners of fee title to the Property, as defined in Exhibit A, attached hereto.

B. The Owners desire to have certain public improvements constructed to serve the Property as described in Exhibit B (the "Improvement Project"). Concept level plans and specifications for the Improvement Project are completed.

C. The Owners desire to have the City construct the Improvement Project without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy up to 40% of the cost of the Improvement Project against the Property.

D. The City is willing to construct the Improvement Project without certain notices or hearings, provided that assurances and covenants stated below are made by the Owners to ensure that the City will have valid and collectable special assessments as they relate to the Property.

E. Were it not for the assurances and covenants provided in this Agreement, the City would not construct the Improvement Project and is doing so solely at the behest, and for the benefit, of the Owners.

Agreement

In consideration of the recitals stated above, the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereby agree as follows:

1. Recitals Incorporated. The recitals stated above are hereby incorporated into this Agreement and made a part of this Agreement by reference.

2. Petition. The Owners hereby petition the City for construction of the Improvement Project.

3. Authority.

    a. Riverstone Development represents and warrants that it is the owner of 100 percent of the Riverstone Property as described in Exhibit A, that it has full legal authority to encumber the Riverstone Property as provided in this Agreement, and that as of the date of this Agreement, it has fee simple absolute title in the Riverstone Property, which is not subject to any liens, interests or encumbrances, except as listed in Exhibit E.

    b. Hageman Holdings represents and warrants that it is the owner of 100 percent of the Hageman Property as described in Exhibit A, that it has full legal authority to encumber the Hageman Property as provided in this Agreement, and that as of the date of this Agreement, it has fee simple absolute title in the Hageman Property, which is not subject to any liens, interests or encumbrances, except as listed in Exhibit E.

4. Waiver of Hearings. The Owners waive notice of hearing and hearing pursuant to Minn. Stat. section 429.031, on the Improvement Project, notice of hearing and hearing on the special assessments levied to finance the Improvement Project pursuant to Minn. Stat. section 429.061, and any notice of hearing or procedure specified under the City Charter, and specifically requests that the Improvement Project be constructed and special assessments be levied against the Property without hearings.

5. Waiver of Appeal or Reapportionment. Each Owner, as to the portion of the Property owned by it, waives the right to appeal the levy of the special assessments pursuant to Minn. Stat. section 429.081, , and further specifically agrees with respect to such special assessments that:

    a. Any requirements of Minn. Stat. chapter 429 or the City Charter with which the City does not comply are hereby waived;

    b. The increase in fair market value of its portion of the Property resulting from construction of the Improvement Project will be at least equal to the cost of the Improvement Project as set forth herein, and that such increase in fair market value is a special benefit to the Property;

    c. Assessment of the above-specified cost of the Improvement Project against its portion of the Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed.

6. No Deferral. Each Owner represents and warrants that its portion of the Property is not so classified for tax purposes as to result in deferral of the obligation to pay special assessments, and Owner

agrees that it will take no action to secure such tax status of its portion of the Property during the term of this Agreement.

7. Assessment. The Owners request that up to 40% of the actual cost of the Improvement Project be assessed against the Property as detailed in Exhibit B and Exhibit C. Information contained in Exhibit B and Exhibit C, including assessment amounts, will be updated upon receiving bids for the Improvement Project, and upon completion of construction

8. Payment of Assessment.

    a. Riverstone Development. Certified assessments for the Plat shall be payable in equal semi-annual installments over a period of four (4) years with the first installment due May 15, 2019, and subsequent installments due May 15 and October 15 each year. The fixed interest rate applied to the Assessment shall be set at the five (5) year U.S. Treasury rate on the date of this agreement plus 2 percent. The owner of any property so assessed may, at any time prior to certification of the assessment or the first installment thereof to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the municipal treasurer, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption thereof. The owner may at any time prior to November 15 of any year, prepay to the treasurer of the municipality having levied said assessments, the whole assessment remaining due. Assessments levied against any parcel shall be paid in full upon transfer of ownership. Appendix D is an example payment schedule.

    b. Hageman Holdings. No annual or semi-annual assessment payments are required until any portion of the Hageman Property is developed or sold. Interest shall accrue on the assessment. The fixed interest rate applied to the Assessment shall be set at the five (5) year U.S. Treasury rate on the date of this agreement plus 2 percent. Certified assessments shall be paid in full upon transfer of ownership, or development of, all or any portion of the Hageman Property. Property is deemed "developed" as of the date of final plat approval by the Ramsey City Council.

9. Collateral.

    d. Riverstone Development. Riverstone Developemnt shall furnish the City with an irrevocable letter of credit equal to 40% of the assessments made against the Riverstone Property. This letter of credit will remain in place until all assessment payments are made by Riverstone Development. The City shall immediately draw on this letter of credit in the event Riverstone Development defaults on making any assessment payments. This letter of credit shall be furnished and executed within the City's final plat and development agreement process for the proposed Riverstone residential development project. This letter of credit shall adhere to the City's Finance Department minimum standards and must be approved by the City's Finance Director. This letter of credit is separate from the letter of credit that will be required by the City through the City's standard platting and development agreement processes.

    e. Hageman Holdings. No additional collateral required.

10. Successors and Assigns. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of each Owner and shall run with such Owner's portion of the Property and bind all its successors in interest. It is the intent of the parties hereto that this Agreement be in a

form that is recordable in the land records of Anoka County, Minnesota, and they agree to make any changes in this Agreement that may be necessary to effect the recording of this Agreement against the title to the Property.

11. Termination. This Agreement shall terminate as to the Riverstone Property or the Hageman Property, as the case may be, upon the final payment of all special assessments levied against that portion of the Property from the Improvement Project. The City shall then execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

(left blank intentionally; signature pages and appendix to follow)

CITY OF RAMSEY

By: _____
Its: Mayor

ATTEST

By: _____
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this 26th day of July, 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and City Administrator, respectively, of City of Ramsey, a Minnesota municipal corporation pursuant to the authority granted by its City Council.

JOANN THIELING
Notary Public
Minnesota
My Commission Expires January 31, 2020

_____
Notary Public

RIVERSTONE DEVELOPMENT, LLC

By: _____
Its: Vice President

STATE OF MINNESOTA)
) SS.
COUNTY OF Anoka)

On this 26th day of July, 2017, before me a Notary Public within and for said County, personally Steve Bona, to me personally known, who each by me duly sworn, did say that he is the Vice President of Riverstone Development, LLC,, a limited liability corporation under the laws of the State of Minnesota, acknowledged said instrument to be the free act and deed of said corporation.

_____
Notary Public

JOANN THIELING
Notary Public
Minnesota
My Commission Expires January 31, 2020

HAGEMAN HOLDINGS, LLC

By: Michael Hageman
Its: PRESIDENT

STATE OF MINNESOTA)
) SS.
COUNTY OF Wright)

On this 26 day of July, 2017, before me a Notary Public within and for said County, personally Michael Hageman, to me personally known, who each by me duly sworn, did say that he is the President of Hagemand Holdings, LLC, a limited liability corporation under the laws of the State of Minnesota, acknowledged said instrument to be the free act and deed of said corporation.

Cynthia Rose Torgerson
Notary Public

CYNTHIA ROSE TORGERSON
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES
01/31/2022

EXHIBIT A: Property Description

Riverstone Development, LLC (A. Riverstone Property)

Riverstone Plat, Anoka County, City of Ramsey

Block 1	Lots 1-12
Block 2	Lots 1-6
Block 3	Lots 1-19
Block 4	Lots 1-14
Outlot F	1 lot
Outlot G	1 lot

Hageman Holdings, LLC (B. Hageman Property)

PID: 20-32-25-34-0004

Address: 8200 Bunker Lake Boulevard

Legal: Lot 1, Block 1, Alpha Development

EXHIBIT B

Improvement Project

Updated March of 2017. Concept level costs displayed. Information contained in Exhibit B, including estimated project costs, will be updated upon receiving bids for the Improvement Project.

Improvement Type	Phase 1A	Phase 1B
Roadway	$ 795,000	$ 940,000
Roadway Transitions	$ 66,000	$ 78,000
Right Turn Lanes	$ 132,000	$ 156,000
Trails/Sidewalks	$ 106,000	$ 125,000
Storm Water Management	$ 0	$ 48,000
Street Lighting	$ 76,000	$ 90,000
Trunk Water	$ 154,000	$ 182,000
Trunk Sanitary Sewer	$ 179,000	$ 545,000
Total Costs/Phase	**$ 1,508,000**	**$ 2,164,000**
Total Costs less Public Utilities	**$ 1,175,000**	**$ 1,437,000**

The above costs include 30% contingencies and project development costs. Project development costs include administrative, engineering, legal, and financing related costs.

NOTES:

1. The scope of the above Phase 1B will be expanded to include a pedestrian crossing at the intersection of Puma Street/ Alpine Drive ($5,000estimated cost). This is not reflected in Exhibit B; this is reflected in Exhibit C.

2. Riverstone has requested certain Phase 1B infrastructure improvements be constructed early. As a result, Phase 1B costs will increase by an estimated $50,000, to account for a temporary gravel road. Riverstone will be assessed 100% of this additional cost. This is not reflected in Exhibit B; this is reflected in Exhibit C.

EXHIBIT C: Improvement Project Costs & Estimated Assessment Roll

TABLE A: Engineers Feasibility Estimates

Total Costs		
Phase 1A	$	1,508,000
Phase 1 B	$	2,169,000
Sub Total	$	3,677,000

Total Costs (less Trunk Water & Sewer)		
Phase 1A	$	1,175,000
Phase 1B	$	1,442,000
Sub Total	$	2,617,000

TABLE B: Cost Share Agreement

	City	Riverstone	Hageman
Phase 1A	60%	16%	24%
Phase 1B	60%	40%	0%

TABLE C: Preliminary Assessment Roll*

	City	Riverstone	Hageman
Phase 1A	$ 705,000	$ 188,000	$ 282,000
Phase 1B	$ 865,200	$ 576,800	$ -

TABLE D: Riverstone Preliminary Assessment Detail

Estimated Total Assessment	$	764,800
(add $50,000 per Exhibit B, Note 2)	$	814,800
Number of Lots		150
% Share Per Lot		0.6667%
Estimated Assessment Per Lot	$	5,432

Breakdown	Lots	% Share		Estimate
Buildable	51	34.000%	$	277,032
Outlot F	23	15.333%	$	124,936
Outlot G	76	50.667%	$	412,832

TABLE E: Hageman Preliminary Assessment Detail

Estimated Total Assessment	$	282,000
Number of Lots		1
% Share Per Lot		100%
Estimated Assessment Per Lot	$	282,000

*Costs are Bolton & Menk preliminary feasibility estimates from March of 2017, and include 30% contingencies. Adjustments to assessment amounts will be made by the City of Ramsey upon receiving actual bids for these improvements. A risk factor exists, that actual costs for this project are different than originally estimated.

Exhibit D

Riverstone Development: Example Payment Schedule

Information contained in Exhibit D, including estimated payments, will be updated upon receiving bids for the Improvement Project.

Capstone Riverstone: Assessment Agreement Signed: Est 7/26/17 730 Days interest: Jan 1, 2018-Dec 31, 2019

Int rate = 5 Year Treasury + 2 basis points		Principal	3.83%** Interest	Payment Amount	Pay-off Balance
Bld. Lots -51 Assessed					5,432.00
	2019	1,358.00	416.09	1,774.09	4,074.00
	2020	1,358.00	156.03	1,514.03	2,716.00
	2021	1,358.00	104.02	1,462.02	1,358.00
	2022	1,358.00	52.01	1,410.01	-
Total		$ 5,432.00	$ 728.16	$ 6,160.16	

** Based on 5 year treasury rate 7-24-17 + 2 points

Capstone Riverstone: Assessment Agreement Signed: Est 7/12/17 730 Days interest: Jan 1, 2018-Dec 31, 2019

Int rate = 5 Year Treasury + 2 basis points '		Principal	3.83%** Interest	Payment Amount	Pay-off Balance
Outlot F					124,936.00
	2019	31,234.00	9,570.10	40,804.10	93,702.00
	2020	31,234.00	3,588.79	34,822.79	62,468.00
	2021	31,234.00	2,392.52	33,626.52	31,234.00
	2022	31,234.00	1,196.26	32,430.26	-
Total		$ 124,936.00	$ 16,747.67	$ 141,683.67	

** Based on 5 year treasury rate 7-24-17 + 2 points

Capstone Riverstone: Assessment Agreement Signed: Est 7/12/17 730 Days interest: Jan 1, 2018-Dec 31, 2019

Int rate = 5 Year Treasury + 2 basis points		Principal	3.83%** Interest	Payment Amount	Pay-off Balance
Outlot G					412,832.00
	2019	103,208.00	31,622.93	134,830.93	309,624.00
	2020	103,208.00	11,858.60	115,066.60	206,416.00
	2021	103,208.00	7,905.73	111,113.73	103,208.00
	2022	103,208.00	3,952.87	107,160.87	-
Total		$ 412,832.00	$ 55,340.13	$ 468,172.13	

** Based on 5 year treasury rate 7-24-17 + 2 points

Exhibit E

Liens and Encumbrances

[both property owners shall provide the City of Ramsey with updated owners and encumbruances reports 10 days priort to final plat approval.]

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: 10/10/2017

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #17-10-254 Accepting Bids and Awarding Contract for Improvement Project #17-10, Puma Street Utility Extensions

Purpose/Background:

Purpose:

The purpose of this case is to consider adopting Resolution #17-10-254 accepting bids and awarding a construction contract for Improvement Project #17-10, Puma Street Utility Extensions.

Background:

The proposed Puma Street utility extensions are needed to support the current Riverstone residential development, as well as future development east of Puma Street and a smaller area west of the Riverstone development. This area of the City is within the MUSA requiring service by City sewer and water. Attached is a copy of the title sheet of the plans showing the general project location and scope of work.

The City recently extended trunk watermain and sanitary sewer along Bunker Lake Boulevard, east of Puma Street, to serve the Riverstone development, as well as a portion of PSD's Bunker Lake Industrial Park. The trunk watermain under Bunker Lake Boulevard is 16-inch ductile iron pipe (DIP), and the trunk sanitary sewer is 18-inch polyvinyl chloride (PVC) pipe.

Puma Street was constructed with a temporary pavement section consisting of roughly 2 inches of bituminous pavement over a few inches of aggregate base. Permanent street and trunk utility improvements were intended to be constructed along Puma Street as adjacent properties developed. The temporary street section is proposed to be improved in the spring/summer of 2018 after trunk utilities and services are installed this fall.

A portion of the south end of the Riverstone development will be served by the utilities previously extended along Bunker Lake Boulevard. Phase 1A in the attached Future Business Park Proposal addresses this. Public utilities must be extended north along Puma Street to serve the remaining homes in the Riverstone development. In addition, the Puma Street utility extensions will serve properties east of Puma Street, as well as the Northfork property just west of the Riverstone development and south of Alpine Drive. Phase 1B in the attached Future Business Park Proposal addresses this work.

An Assessment Agreement was recently executed between the City and two adjacent property owners. This will allow the City to recover 40% of the project costs to extend utilities along Puma Street. The remaining 60% of the costs will be paid from City sewer and water utility enterprise funds. City costs will be recovered over time through trunk utility and connection fees.

Capstone Homes is currently constructing the Riverstone development. If the City Council accepts bids and awards

a contract this evening, the Puma Street trunk utility extensions should be operational by the end of December. This schedule meets the developers desired utility service schedule allowing Certificates of Occupancy to be issued for homes in the central area of the Riverstone development by January of 2018. It should be noted that the permanent lift station pumps will likely not be operational until next spring, which required the project to be bid with a temporary pumping system that will need to be removed and replaced with the permanent system when the permanent system is available to be installed.

Notification:

Bids were advertised twice in the Anoka Union Herald and Finance and Commerce, once on Friday, September 15th, and again on Friday, September 22nd.

Observations/Alternatives:

Observations:

Final plans and specifications are attached to this case. One addendum to the plans and specifications was issued during the bid process. A copy of the addendum is attached.

Puma Street is proposed to be restored using temporary surfacing composed of 8" of reclaimed pavement material. This temporary surfacing will be in place during the winter, but due to Puma Street's low traffic volumes, and since Puma Street is proposed to be reconstructed next spring/summer, this low-cost, temporary repair is proposed by Staff.

Plans and specifications for future permanent street improvements for both Puma Street and Bunker Lake Boulevard will need to be prepared and bid this winter to allow construction to occur next spring/summer. A separate case will be presented to Council in the near future requesting Council authorization to prepare plan and specifications for these proposed permanent street improvements.

Alternatives:

Alternative #1 – Motion to adopt Resolution #17-10-254 accepting bids and awarding a construction contract for Improvement Project #17-10, Puma Street Utility Extensions, to Douglas-Kerr Underground, LLC of Mora, Minnesota, in the amount of $727,667.07

Alternative #2 – Motion denying adoption of Resolution #17-10-254 at this time.

Funding Source:

On September 12, 2017, Council accepted plans and specifications and authorized advertisements for bids. On October 6, 2017, a total of seventeen (17) sealed bids were received and were publicly opened and read aloud. The bids were checked for errors and omissions, and were tabulated. All bids were competitive and favorable, complied with the advertisement for bids, and no adjustments were required for the low bid. A summary of the bids is included below and in the attached resolution.

CONTRACTOR TOTAL BID
Douglas-Kerr Underground, L.L.C. - $727,667.07
RL Larson Excavating Inc - $745,466.06
SR Weidema Contractors - $764,729.60
Northdale Construction - $767,409.57
SM Hentges & Sons - $782,170.50
CS McCrossan Construction - $785,538.38*
Geislinger & Sons - $790,684.50
LaTour Construction, Inc. - $796,706.50
Park Construction Company - $806,411.20
C&L Excavating - $807,830.50
Minger Construction - $808,648.90
Kuechle Underground Inc. - $810,378.93
Veit & Company - $818,549.40

Ryan Contracting Co. - $882,355.00
Metro Utilities - $884,132.00*
Widmer Construction - $940,062.35*
Meyer Construction - $1,063,410.85
* Pricing reflects a corrected summation of the unit prices bid multiplied by estimated quantities shown on Bid Form.

The bid of Douglas-Kerr Underground, LLC of Mora, Minnesota, in the amount of $727,667.07 for the total bid for construction of said improvements in accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder. Their bid is $222,332.93, or 23.4%, less than the engineer's estimate of $950,000.

Following award of contract, a Notice of Award will be issued to the awarded Contractor to initiate execution of a contract and issuance of the required bonds and insurance. The City Attorney will verify that the contract, bonds, and insurance are in proper legal form prior to execution of the contract. Once a contract is executed, a Notice to Proceed will be issued and construction may then begin. At this time it is anticipated that construction will begin in mid to late October.

A preconstruction meeting will be held before construction begins. Staff will contact the adjacent property owner to provide an update on the proposed construction schedule and operations based on the Contractors input at the preconstruction meeting.

Final completion is anticipated to occur by June 1, 2018.

The low bid submitted by Douglas-Kerr Underground, LLC, is $727,667.07. After adding indirect costs for administrative (6%), engineering (15%), finance (1%), and legal (1%) costs, total project costs become $895,030.50.

The improvements are proposed to be funded using a combination of bonds, special assessments to benefiting properties, and stormwater utility funds.

In March 2017, Bolton Menk updated the Future Business Park report to include estimated costs for extending trunk utilities along Puma Street, called Phase 1B improvements. A copy of the updated report is attached. The report identifies estimated costs to extend trunk utilities along Puma Street with Phase 1B including trunk watermain estimated costs of $182,000, and trunk sanitary sewer estimated costs of $545,000. This work totals $727,000 and includes 30% contingency and indirect costs. This did not include costs to restore the surface of Puma Street temporarily over the winter. Staff estimated these costs at $50,000.

Bolton & Menk proposed engineering fees to prepare plans and specifications at $104,780. The final invoice for this work has not yet been received. Staff also proposes to utilize Bolton & Menk to administer the project and stake construction. This work is estimated to cost $10,360 for construction staking and $9,776 for administration and lift station related inspections.

City staff will inspect construction and assist with project administration. City project costs not covered by other parties through the Assessment Agreement are proposed to be paid through City sewer and water utility funds.

NTI will perform construction materials testing. This work is estimated to cost $5,000.

Connexus needs to provide power to the lift station which is not included in the bids. This work is estimated to cost $20,000 to $30,000, depending on chosen route.

Recommendation:

Staff recommends alternative #1 to support current and future development opportunities in this area of the City. Staff does not support alternative #2.

Action:

Motion to adopt Resolution #17-10-254 accepting bids and awarding a construction contract for Improvement Project #17-10, Puma Street Utility Extensions, to Douglas-Kerr Underground, LLC of Mora, Minnesota, in the amount of $727,667.07.

Attachments

Business Park Study
BMI Proposal
Plans IP1710
Addendum
Award Memo
Res 17 10 254

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 01:22 PM
Form Started By: Bruce Westby		Started On: 10/03/2017 03:29 PM
Final Approval Date: 10/05/2017		

BOLTON & MENK

Real People. Real Solutions.

City of Ramsey

Future Business Park

March 2017 Update

Analysis and Report

Submitted by:
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EXECUTIVE SUMMARY

The City of Ramsey identified the need to prepare for the development of a new business park within the City. A large area of privately owned green-field space located on the north side of Trunk Highway 10, west of Armstrong Boulevard, was identified for a future Ramsey Business Park. A report was prepared in late 2015 and early 2016 which reviewed traffic impacts and outlined infrastructure needs related to business park area.

Development pressures have resulted in proposed land use changes for a portion of the study area. Phasing of the development activities in this area is also different than previously anticipated. As a result, the City requested an update to the previous analysis.

This update primarily includes a study of traffic impacts resulting from the revised anticipated land uses in the business park.

The updated analysis indicates the required improvements within the study area can be implemented based on the phasing plan currently proposed. Each series of improvements for Bunker Lake Boulevard and Puma Street can be implemented as the properties immediately adjacent to the roadways are developed.

Future improvements required to serve the area include:

- Expansion of Bunker Lake Boulevard (west of Armstrong Boulevard) to a four lane section,
- Expansion of the west end of Bunker Lake Boulevard and Puma Street to three lane sections,
- Construction of right turn lanes at entrances,
- Extension of an 18-inch sanitary sewer line along Bunker Lake Boulevard and Puma Street,
- North of the Puma Street/Bunker Lake Boulevard intersection, construction of a lift station,
- North of the lift station, extension of a 12-inch sanitary sewer gravity main,
- Extension of a 16-inch water main along Bunker Lake Boulevard and Puma Street,
- Use of regional rate control basins to maintaining existing flow rates into the COR,
- Installation of street lighting, trails/sidewalks, and landscaping consistent with City Policy, and
- Obtaining of ROW required for improvements during the platting process.

Total costs for all public improvements are approximately $6,819,000, assuming the project is constructed according to the phases described in this report. The costs are considered project costs and include 30% contingencies and project development costs (administrative, engineering, and fiscal).

Costs related to trunk sanitary sewer and trunk watermain were assumed to be paid from City utility funds. The City will need to develop a funding strategy for the remaining $5,419,000 in public improvement costs.

The information presented in this report is intended to allow for discussions with property owners and developers, as well as allow the City to begin considering funding options.

I. INTRODUCTION

The Ramsey City Council and Ramsey Economic Development Authority (EDA) identified the need to prepare for the development of a new business park within the City. The City identified 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. A report was prepared in late 2015 and early 2016 which reviewed traffic impacts and outlined infrastructure needs related to the business park area. That report is incorporated by reference to this update.

Development pressures have resulted in proposed land use changes for a portion of the study area. Phasing of the development activities in this area is also different than previously anticipated. As a result, the City requested an update to the previous analysis.

The previous report provided a comprehensive analysis of the study area. This update focuses primarily on areas located adjacent to Puma Street, with a more cursory review of the remaining study area. Infrastructure needed and potential cost allocations related to the required improvements are included in this review.

The overall study area boundary remains unchanged from the previous study (see Figure 1).

II. LAND USE UPDATES

The primary land use changes relate to the area west of Puma Street and north of Bunker Lake Boulevard. The area west of Puma Street was previously a combination of Business Park and Medium Density Residential, and will now be all Medium Density Residential. The area north of Bunker Lake Boulevard had been Public, and will now be Business Park (see Figure 2 for updated land uses).

III. PRELIMINARY CONSIDERATIONS

The previous study described the roadway and public utility improvements required to serve the study area.

Public utility improvements are based on information contained in the City's Comprehensive Plans for sanitary sewer and water. The proposed updates in land use for this specific area are not anticipated to change the strategies contained in those Comprehensive Plans. The sanitary sewer and water system improvements, as outlined in the previous study, are still considered as base requirements for developments occurring in this area.

Roadway improvements require additional analysis based on the new land uses. Both the Average Annual Daily Traffic (AADT) and the Peak Hour turning movements are expected to change due to the updated land uses. The required roadway geometrics (number of through lanes, turns lanes, etc.) will be reviewed and compared to those described in the previous study.

Traffic patterns are expected to change as a result of the changes in land use. For example:

- For Business Park uses, traffic would be expected to enter the area in the morning (AM Peak Hour) and leave in the evening (PM Peak Hour).
- For Residential uses, traffic would be expected to leave the area during the AM Peak Hour and return during the PM Peak Hour.
- For Public, or School, uses, traffic would be expected to enter the area during the AM Peak Hour, leave during an early PM Peak Hour, and not impact the traditional PM Peak Hour. Also,

special events at School properties typically occur at off-peak times, creating congestion outside of the typical peak hours.

The updated land uses include Business Park areas being converted to residential, and also Public areas being converted to Business Park.

IV. DISCUSSION OF PHASES/IMPROVEMENTS

The previous analysis considered a phasing plan beginning a quarter of a mile west of Armstrong Boulevard and then systematically extending to the west along Bunker Lake Boulevard and then north along Puma Street. New development pressures create a revised phasing strategy for implementation of infrastructure improvements.

A Preliminary Plat is anticipated for the 87.8 acre property immediately west of Puma Street and extending from the Union Pacific Railroad tracks to Alpine Avenue. This area is anticipated to ultimately contain 351 lots and be phased from south to north.

The current phasing strategy is depicted on Figure 3. A discussion of the phasing, along with required infrastructure improvements is described below:

A. Phase 1A

The phase 1A improvements are as depicted on Figure 4. The developments will include both Residential and Business Park uses.

The public utility improvements will consist of extending the sanitary sewer and water mains to Puma Street. The utilities will need to be extended beyond the future roadway improvements to avoid the need to impact those facilities when future phases occur.

The roadway improvements will include construction of Bunker Lake Boulevard from the previously constructed west access to the former school property to Puma Street.

B. Phase 1B

See Figure 5 for the anticipated Phase 1B development area. The improvements will include both Residential and Business Park uses, extending north from the Phase 1A development area. The Phase 1B development area is anticipated to extend to the low area along Puma Street.

The public utility improvements will consist of extending the sanitary sewer and water mains north along Puma Street. The utilities will need to be extended beyond the future roadway improvements to avoid the need to impact those facilities when future phases occur.

The roadway improvements will include construction of Puma Street from Bunker Lake Boulevard to the low area along Puma Street.

C. Phase 2

See Figure 6 for the anticipated Phase 2 development area. The improvements are anticipated to consist entirely of residential uses, extending from the low area along Puma Street to Alpine Drive.

The public utility improvements will consist of extending the sanitary sewer and water mains north along Puma Street. The utilities will need to be extended to Alpine Drive, with consideration given to future extensions along Alpine Drive.

The roadway improvements will include construction of Puma Street from the low area

along Puma Street to Alpine Drive.

D. Future Phase

The future phase of development is depicted on figure 7, and includes an area east of the Phase 1A, Phase 1B and Phase 2 improvements.

The area includes Business Park uses. The north half of Bunker Lake Boulevard, along with sanitary sewer and water mains have been constructed through this area. Roadway improvements will include construction of the south half of Bunker Lake Boulevard.

E. Area of Additional Consideration

This area is depicted on Figure 8 and is comprised of the areas along the first ¼ mile of Bunker Lake Boulevard west of Armstrong Boulevard which may access Bunker Lake Boulevard in the future. There is the potential for this area to be developed as a commercial/retail center, which would be a significant traffic generator. There is also the potential for the property located south of Bunker Lake Boulevard to access Armstrong Boulevard at 147th Avenue, which would relieve stress on the Bunker Lake Boulevard and Armstrong Avenue intersection.

V. ASSUMPTIONS CARRIED FORWARD

The primary focus of this analysis is related to providing infrastructure to serve development along Puma Street in the near future. In the previous study, assumptions were made that should be considered by the City as developments are brought forward. The following is a summary of those items:

Right-of-Way Requirements

We have assumed that most of the required improvements will be development driven and Right of Way will be secured through the platting process. The City will need to review the right of way required and secure needed easements during the Preliminary Platting process.

Phased Improvements

A general understanding of the improvements required to ultimately serve the area along with an anticipated sequencing of the improvements is described above. Changes in the sequencing of the improvements could impact the facilities needed for each phase and the costs associated with those improvements.

Jurisdictional Authority/Approvals/Permits

As the project moves from the planning stages to design and construction, permits will be required from various agencies. 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.

Both MnDOT and Anoka County were engaged during the previous study process. Comments from both agencies are reflected in the improvements considered in this report.

Previous Improvements

Significant consideration and planning was completed prior to completion of the improvements constructed in 2011. Those improvements included street, trail, sanitary sewer and water distribution. Additionally, consideration was given to storm water management strategies and a potential 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. All previous analyses and reports are considered as a part of this analysis.

VI. ADDITIONAL ANALYSIS

In the previous analysis, we completed traffic and storm water studies and reviewed City Comprehensive Plans for sanitary sewer and water main needs for the study area. Based on the changes in proposed land use, the traffic study requires revisions. The storm water requirements, along with the sanitary sewer and water main needs, are unchanged as a result of the revised land uses. The following paragraphs relate key findings of the traffic analysis. The complete analysis is included in Appendix B of this report.

a. Traffic Analysis Update

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 revised land uses result in an increase of 18,100 trips per day into and out of the area at full build. This is at the low end of the range previously calculated for the area (18,500 to 23,300).

Note: Short term improvements are intended to mitigate current safety or operations problems, along with full development of the Study Area. Mid-term improvements are anticipated safety related improvements that may be required within the study area. Long-term improvements are anticipated safety improvements required as a result of growth in the region.

b. Short Term Improvements

- Armstrong Boulevard & Bunker Lake Boulevard:
    - Bunker Lake Boulevard is proposed to be reconstructed in the near future by Anoka County to a four lane divided road between Ramsey Boulevard and Armstrong Boulevard. The dual southbound left turn lanes at this intersection will be striped when Bunker Lake Boulevard is reconstructed. A southbound double left turn lane will help reduce queues entering the COR development.
    - Plan for eastbound dual-right turn lanes, two eastbound through lanes, and a 300 ft. left turn lane.
- Bunker Lake Boulevard (west of Armstrong Boulevard):
    - Expand to a four lane section for development to the first full access to the west of Armstrong Boulevard. This will be between 540 ft. to 775 ft., depending on access from the COR to Bunker Lake Boulevard.

    - The eastbound approach should include a left turn lane, two through lanes, and one right turn lane.

- Bunker Lake Boulevard (west of commercial section to Puma Street):
    - Expand to a three lane section for development.
    - Right turn lanes (locations and lengths) will be determined based on development type. Right turn lanes will typically be required where development related trips are anticipated to be more than 100 per day.
- Puma Street:
    - Expand to a three lane section for development (two through lanes and one center left turn lane). Depending on what type of developments occur on the east side of Puma Street, and where those accesses are located, Puma Street could potentially remain as a two lane roadway.
    - Right turn lanes (locations and lengths) will be determined based on development type.
- Bunker Lake Boulevard & Puma Street Intersection:
    - An all-way stop or single lane roundabout will operate adequately at this intersection for the 2040 Full-Build conditions. A southbound left turn lane and westbound right turn lane are recommended for an all way stop.

c. Mid-Term Improvements

- See attached Traffic Memorandum in Appendix B.

d. Long-Term Improvements

- See attached Traffic Memorandum in Appendix B.

e. Discussion of Findings

- The required improvements within the study area can be implemented based on the phasing plan described above. Each series of improvements for Bunker Lake Boulevard and Puma Street can be implemented as the properties immediately adjacent to the roadways are developed.
- Puma Street could potentially be developed as a two lane section with right and left turn lanes at key access points. This will depend on access point locations, type of development on the east side of Puma Street, and location of accesses along the corridor. We recommend proceeding with the three lane section at this time due to the uncertainties of development in the area.
- For Phase 1A, right turn lanes will most likely be required both eastbound and westbound along Bunker Lake Boulevard and southbound along Puma Street at proposed access locations. Temporary paving will be required to transition back to the existing Bunker Lake Boulevard and the existing Puma Street.
- For Phase 1B, right turn lanes will most likely be required both northbound and southbound along Puma Street at proposed development access locations. Temporary paving will be required to transition back to the existing Puma Street.
- For Phase 2, right turn lanes will most likely be required both northbound and southbound along Puma Street at proposed development access locations.

- For the Future Phase, right turn lanes will most likely be required along Bunker Lake Boulevard in both the eastbound and westbound directions. Temporary paving will be required to transition back to the existing Bunker Lake Boulevard.
- Our analysis indicates that, while nearing capacity, the intersection of Bunker Lake Boulevard and Armstrong Boulevard will not require improvements until the Area of Additional Consideration is developed.

VII. ADDITIONAL IMPROVEMENT CONSIDERATIONS

For more detailed information of each of the following items, please reference the previous study report.

Street Lighting

The costs included for street lighting were derived from recent projects within the City of Ramsey.

Trails/Sidewalks

Project costs shown in this report include trails along the south side of Bunker Lake Boulevard and the east side of Puma Street.

Phase Transitions

Bunker Lake Boulevard and Puma Street will be constructed to wider sections than currently exist. Because the roadways will be constructed in phases, they will need to taper to meet the existing, narrower roadway widths. These taper sections will then be removed as the next phase of improvements is completed. Costs were included in each phase for these tapering roadway sections.

Right Turn Lane Additions

Right turn lanes will be required at each access off of Bunker Lake Boulevard and Puma Street. 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 improvements considered with this report include a very utilitarian landscaping 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

We assumed that required rights of way would be dedicated as a portion of the development process and no costs are included in the project costs for acquisitions.

VIII. COST CONSIDERATIONS

Costs were developed based upon phased implementation. The phasing is as depicted on the figures in Appendix A. All costs presented in the following pages are 2017 costs, with no allowance for inflation.

Phases 1A, 1B and 2

Improvement Type	Phase 1A	Phase 1B	Phase 2
Roadway	$ 795,000	$ 940,000	$ 675,000
Roadway Transitions	$ 66,000	$ 78,000	$ 56,000
Right Turn Lanes	$ 132,000	$ 156,000	$ 112,000
Trails/Sidewalks	$ 106,000	$ 125,000	$ 90,000
Storm Water Management	$ 0	$ 48,000	$ 16,000
Street Lighting	$ 76,000	$ 90,000	$ 65,000
Trunk Water	$ 154,000	$ 182,000	$ 131,000
Trunk Sanitary Sewer	$ 179,000	$ 545,000	$ 179,000
Total Costs/Phase	**$ 1,508,000**	**$ 2,164,000**	**$ 1,324,000**
Total Costs less Public Utilities	**$ 1,175,000**	**$ 1,437,000**	**$ 1,014,000**

Future Phases

Improvement Type	Future East	Additional Area
Roadway	$ 628,000	$ 580,000
Roadway Transitions	$ 62,000	$ 58,000
Right Turn Lanes	$ 52,000	$ 48,000
Trails/Sidewalks	$ 115,000	$ 106,000
Storm Water Management	$ 0	$ 0
Street Lighting	$ 75,000	$ 69,000
Trunk Water	$ 19,000	$ 0
Trunk Sanitary Sewer	$ 11,000	$ 0
Total Costs/Phase	**$ 962,000**	**$ 861,000**
Total Costs less Public Utilities	**$ 932,000**	**$ 861,000**

Total Cost all Phases	**$ 6,819,000**
Total Cost all Phases less Public Utilities	**$ 5,419,000**

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 transition costs are allotments for phase transitions associated with tapering pavements sections to match in-place sections where required, and subsequent removals of the transition areas.

The right turn lane costs depicted in the tables include a 150 ft turn lane with 1:10 taper sections.

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. For Phases 1B and 2, 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 1A limits are based upon the area that can be served by a gravity sanitary sewer system. The Phase 1B sanitary sewer costs include a lift station and forcemain.

IX. 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 developer. For our analysis, we assumed the following items would be constructed through the public process:

- Bunker Lake Boulevard and Puma Street, 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 9 depicts the parcels considered for this report and also provides additional information related to each parcel. Similar information is presented in the following table:

Identification Number	Zoning Classification	Gross Area less NWI Area (Acres)	Adjusted Frontage (Ft)
Phase 1A			
1	B-2 Business District	20.307	1,358
2	B-2 Business District	10.843	1,002
4	R-2 Medium Density Residential	9.231	120
5	R-2 Medium Density Residential	19.691	399
Phase 1A Totals		**60.072**	**2,879**
Phase 1B			
6	B-2 Business District	27.116	1,141
7	R-2 Medium Density Residential	16.022	928
Phase 1B Totals		**43.138**	**2,069**
Phase 2			
8	R-1 Low Density Residential	28.338	683
9	R-1 Low Density Residential	4.107	419
10	R-2 Medium Density Residential	35.285	1,289
Phase 2 Totals		**67.730**	**2,391**
Future			
11	B-2 Business District	24.801	1,343
12	B-2 Business District	23.324	1,345
13	B-2 Business District	11.529	0
Future Phase Totals		**59.654**	**2,688**
Additional Area			
14	COR	7.507	1,263
15	R-1 MUSA	7.878	1,261
Additional Area Totals		**15.385**	**2,524**
Totals all Phases		**245.979**	**12,551**

Note: The table above includes a column for Gross Area – NWI Area. This represents the total area of the parcel based on GIS mapping, less the wetland area per the National Wetland Inventory (NWI) GIS mapping.

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.

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,
- Storm water management costs are related to ponding and are considered integral to roadway construction,
- Assessments will be made to benefitting properties as each phase is constructed,
- Two standard methods of assessments were analyzed including: Frontage and Area.
- The City's existing assessment policy very closely matches the Frontage method, and
- Gross acreage (less NWI Wetland acreage) was used in lieu of net developable acreage in the calculations below.
- Lot 3 was not considered in the assessments as the lot is zoned residential. The resultant assessment amounts are considered negligible related to the entire Business Park area.
- Lots 14 and 15 abut Armstrong Boulevard, a County roadway, and will access off of Bunker Lake Boulevard. Lots 1 and 4 abut a portion of the Puma Street right of way that is anticipated to be vacated. Lots 8, 9 and 10 abut Alpine Drive, but access will be limited to Puma Street.

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.

Calculations were based on the areas and front footages, along with the costs per phase as developed earlier within this report. Trunk sanitary sewer and trunk watermain were considered City costs and were not included in the calculations. While this study focuses primarily on Phases 1 – 3, the future phase and the area of additional consideration were included for comparison. A summary of the unit costs used in the calculations is presented below:

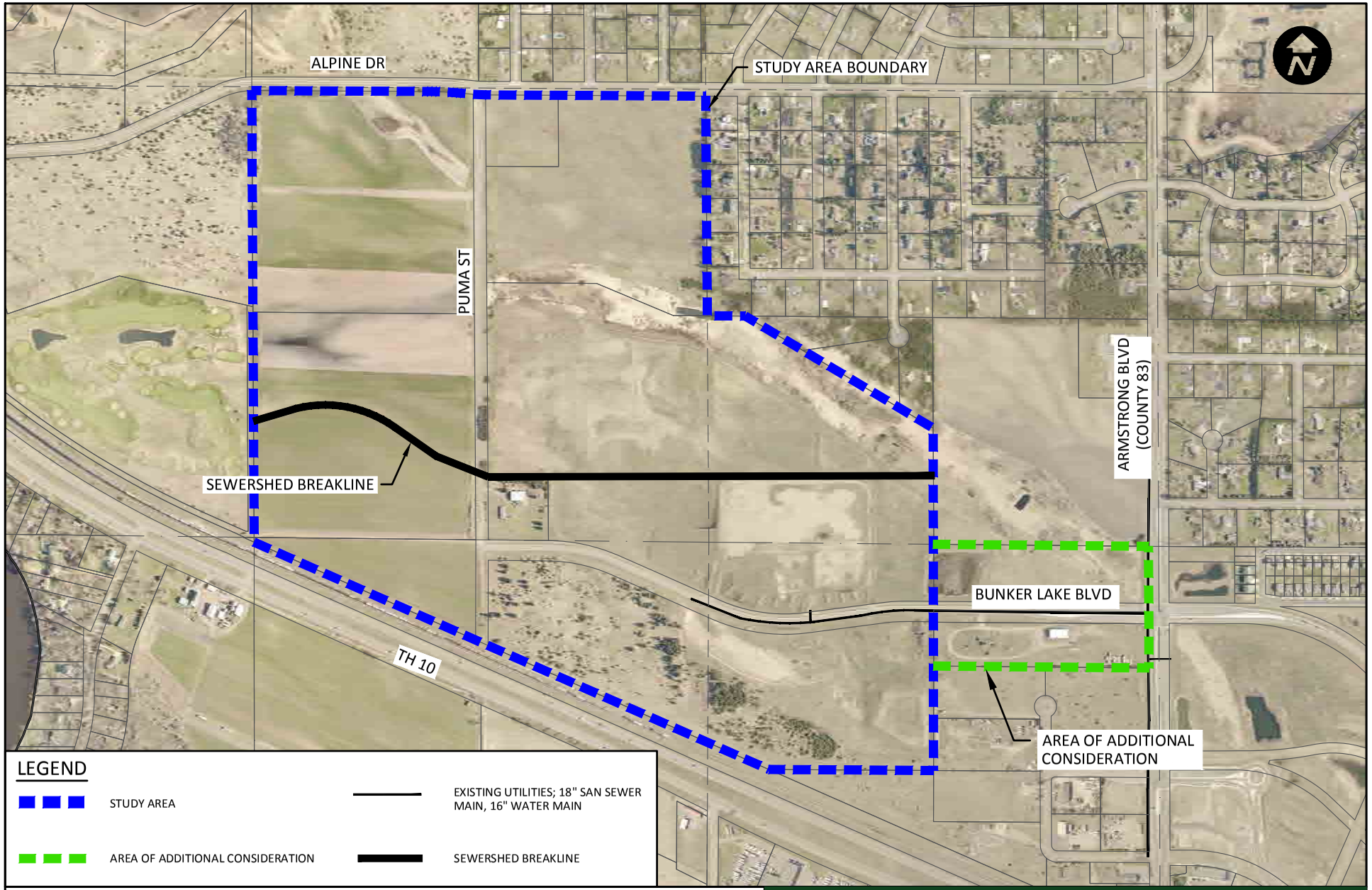
Phase	Frontage Method (Cost/FF)	Area Method (Cost/Acre)
1A	$ 408.13	$ 19,559.86
1B	$ 694.54	$ 33,311.70
2	$ 424.09	$ 14,971.21
Future	$ 346.73	$ 15,623.43
Additional Area	$ 341.13	$ 55,963.60

Based on the above cost distribution, the potential assessments per lot per phase is depicted below:

Identification Number	Frontage Method	Area Method
Phase 1A		
1	$ 554,200	$ 397,200
2	$ 409,000	$ 212,100
4	$ 49,000	$ 180,500
5	$ 162,800	$ 385,200
Phase 1A Totals	**$ 1,175,000**	**$ 1,175,000**
Phase 1B		
6	$ 792,500	$ 903,300
7	$ 644,500	$ 533,700
Phase 1B Totals	**$ 1,437,000**	**$ 1,437,000**
Phase 2		
8	$ 289,700	$ 424,300
9	$ 177,700	$ 61,500
10	$ 546,700	$ 528,300
Phase 2 Totals	**$ 1,014,000**	**$ 1,014,000**
Future Phase		
11	$ 465,700	$ 387,500
12	$ 466,400	$ 364,400
13	$ 0	$ 180,100
Future Phase Totals	**$ 932,000**	**$ 932,000**
Additional Area		
14	$ 430,800	$ 420,100
15	$ 430,200	$ 440,900
Additional Area Totals	**$ 861,000**	**$ 861,000**
Total all Phases	**$ 5,419,000**	**$ 5,419,000**

The information presented in this section of the report is 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



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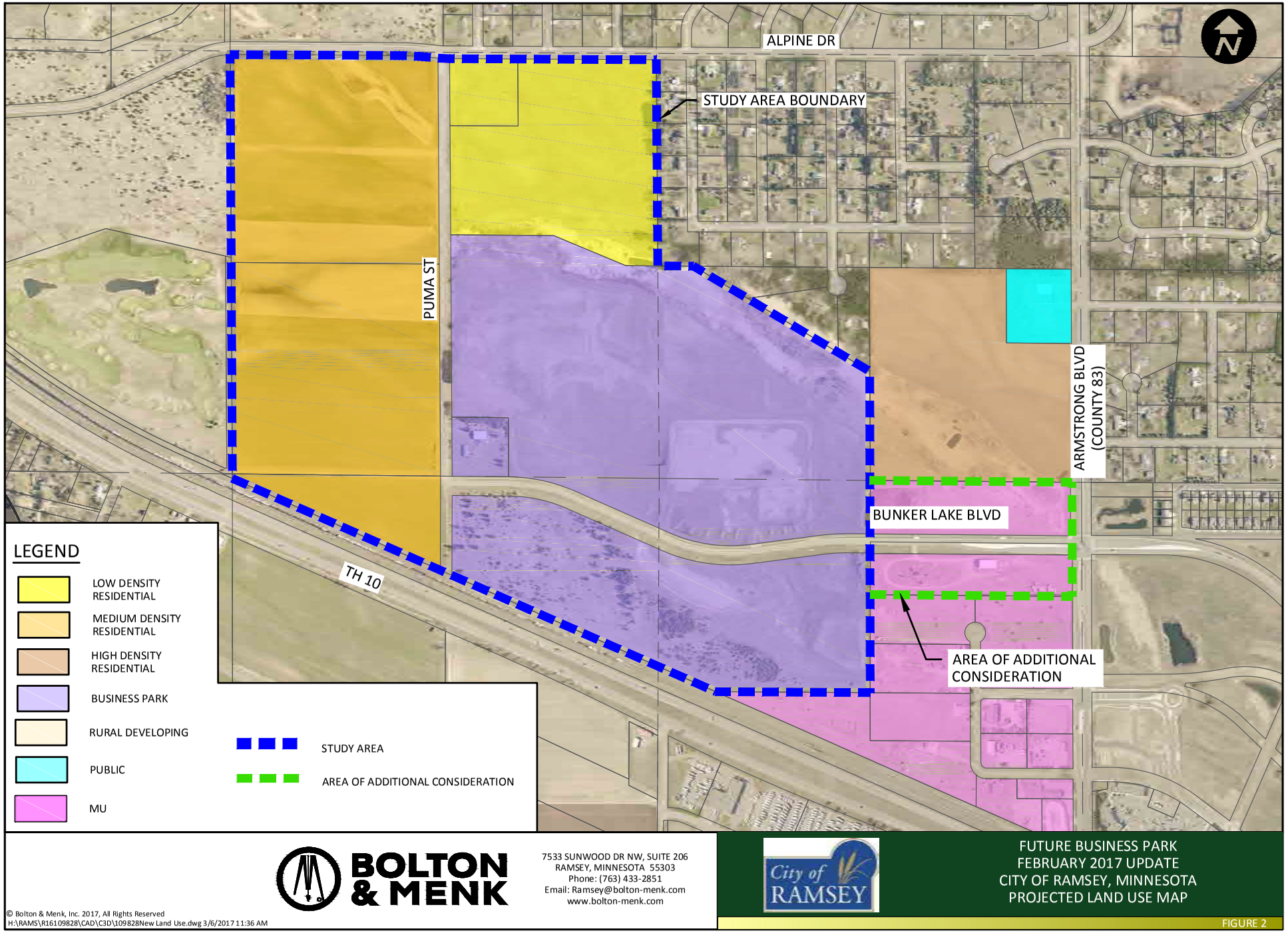
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City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
LOCATION & EXISTING CONDITIONS

FIGURE 1

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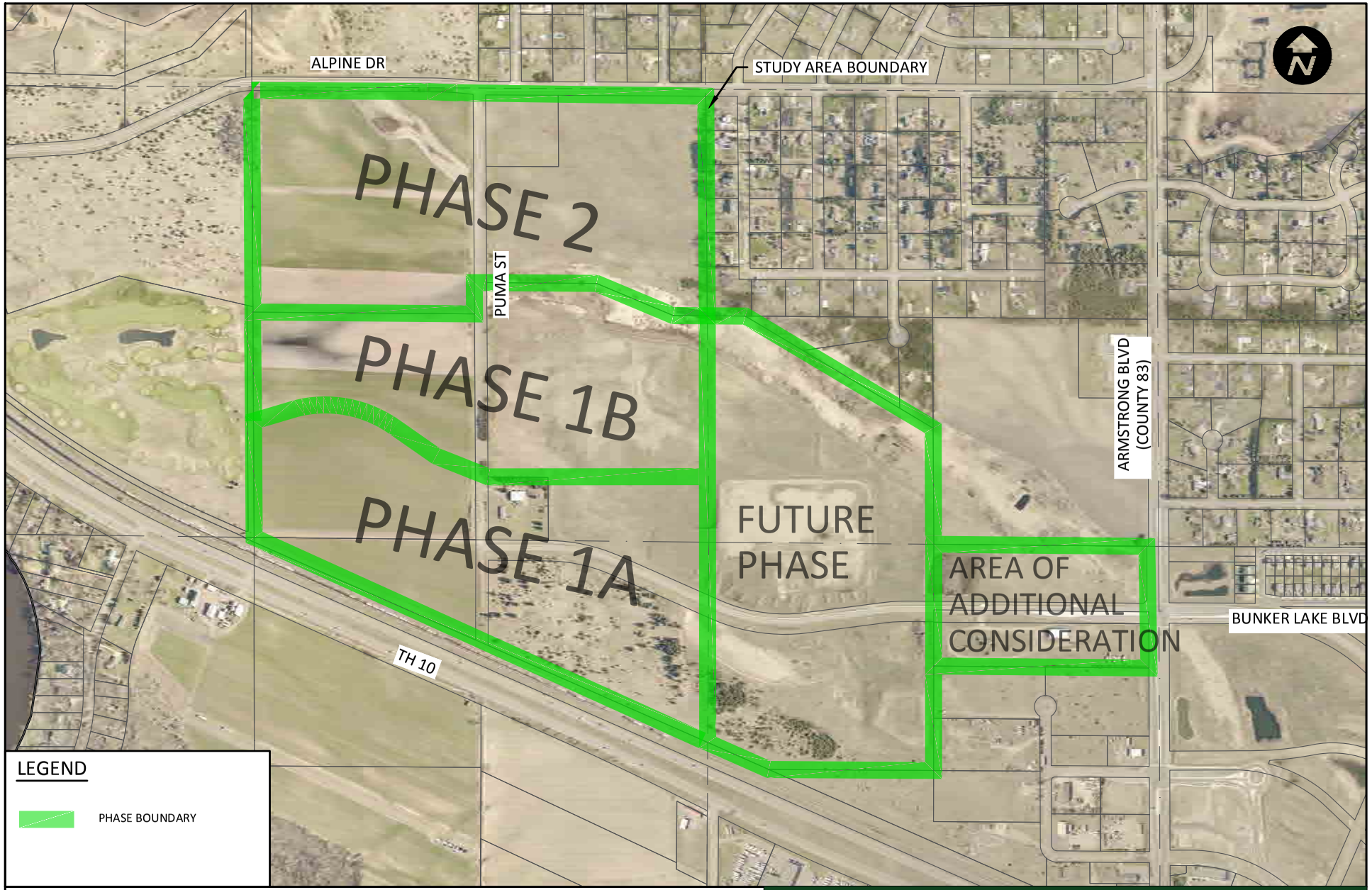
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City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
PROJECTED LAND USE MAP

FIGURE 2

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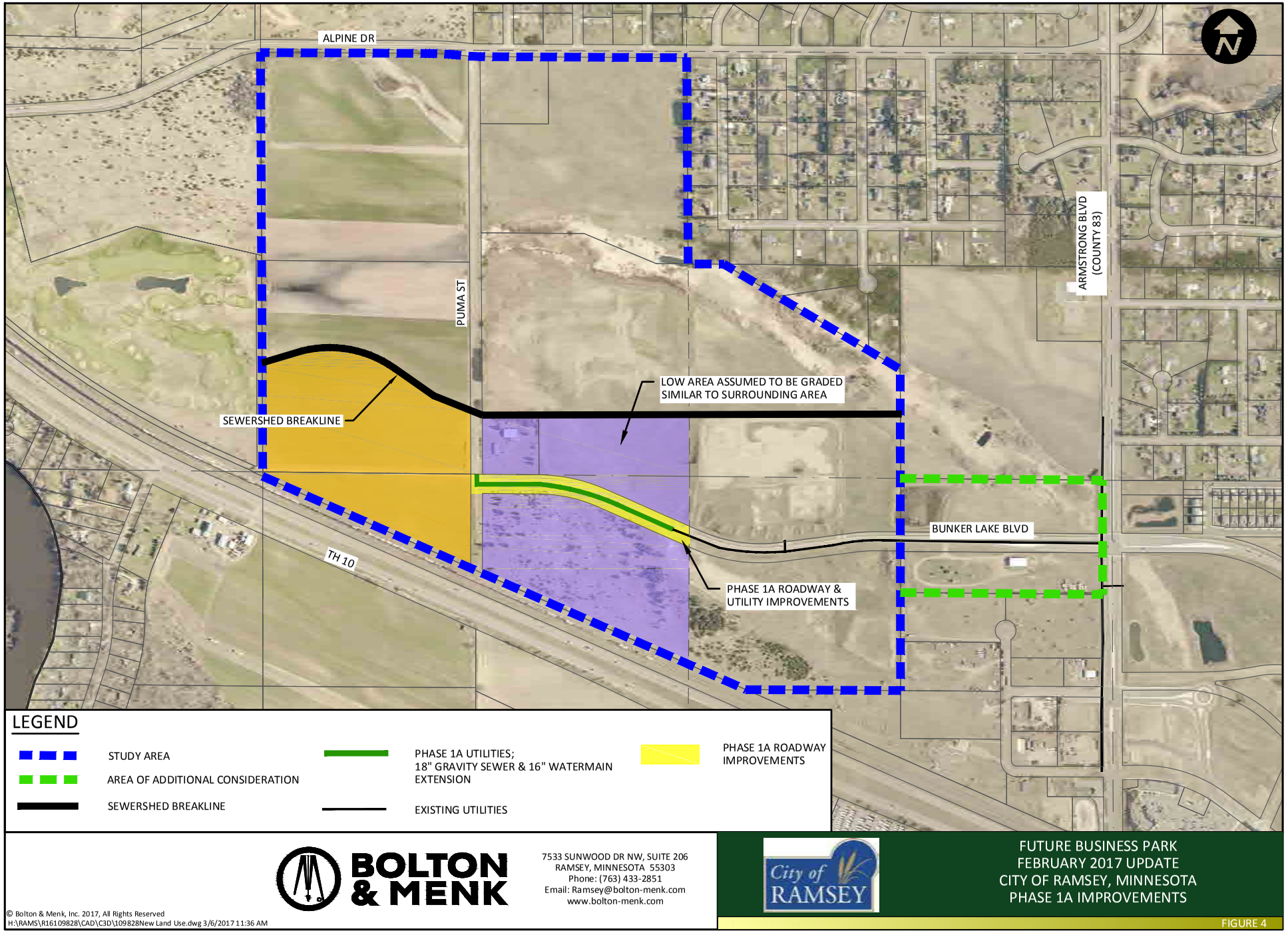
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City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
PHASING MAP

FIGURE 3

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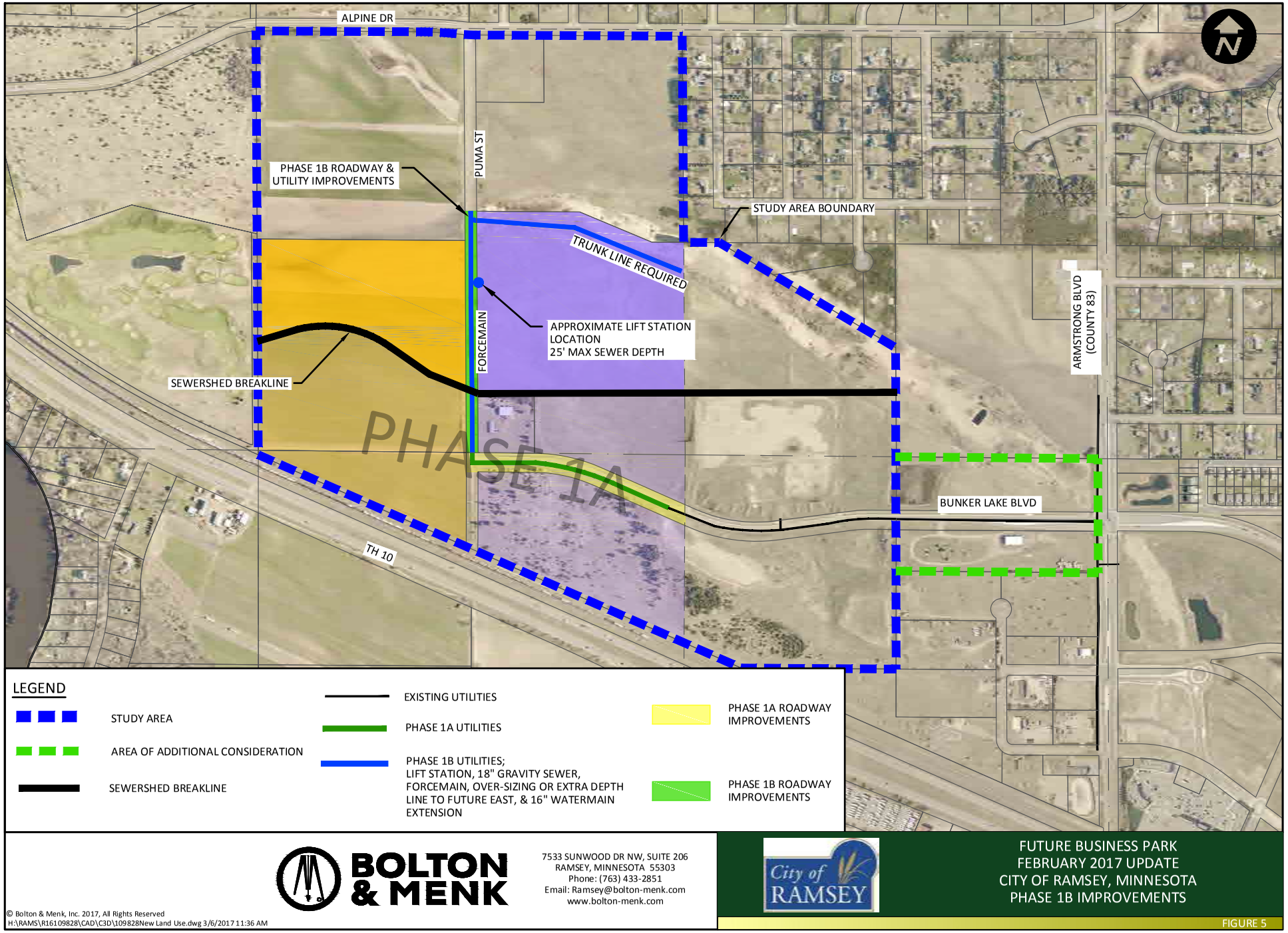
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City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
PHASE 1A IMPROVEMENTS

FIGURE 4



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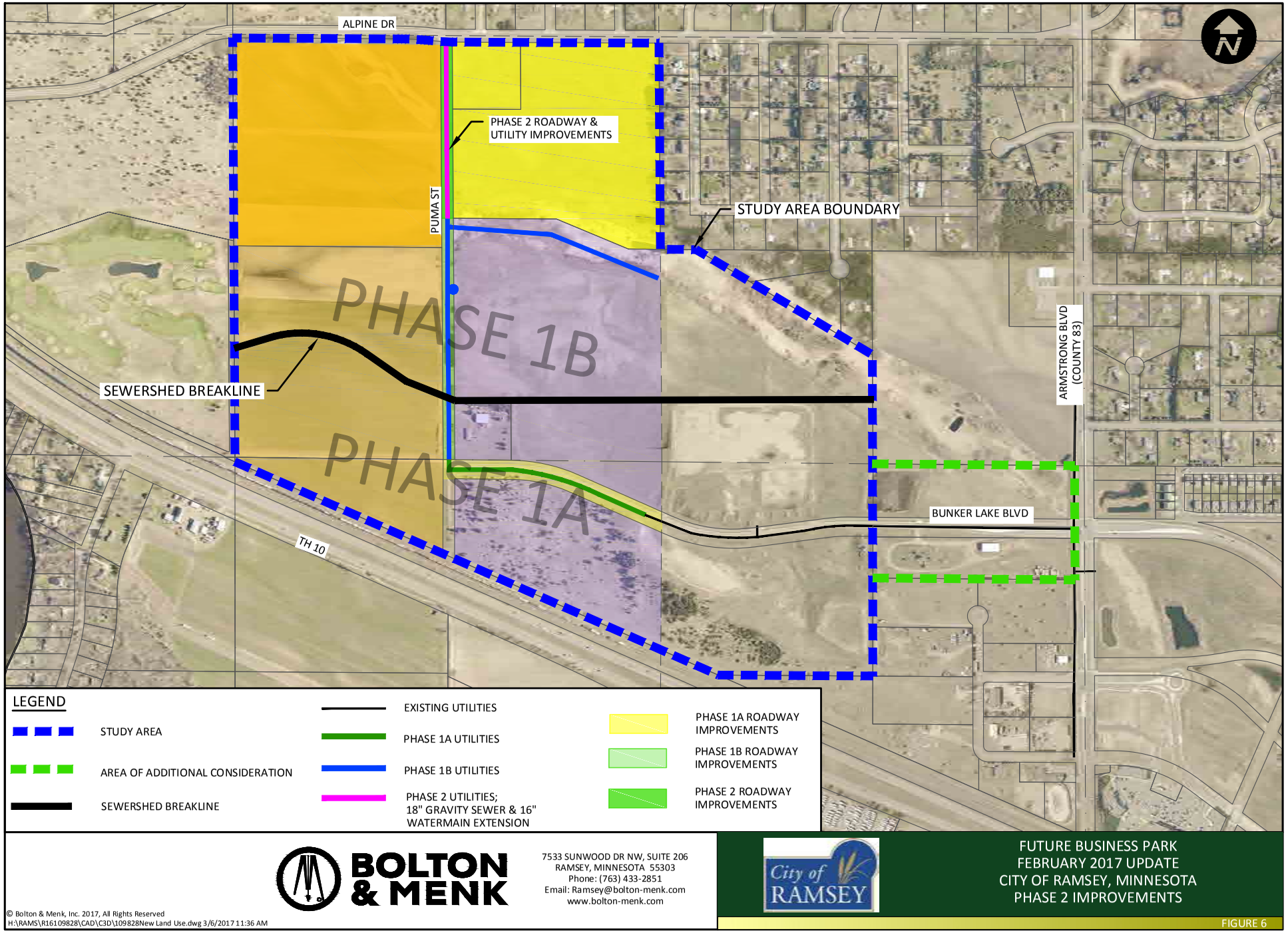
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FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
PHASE 1B IMPROVEMENTS

FIGURE 5

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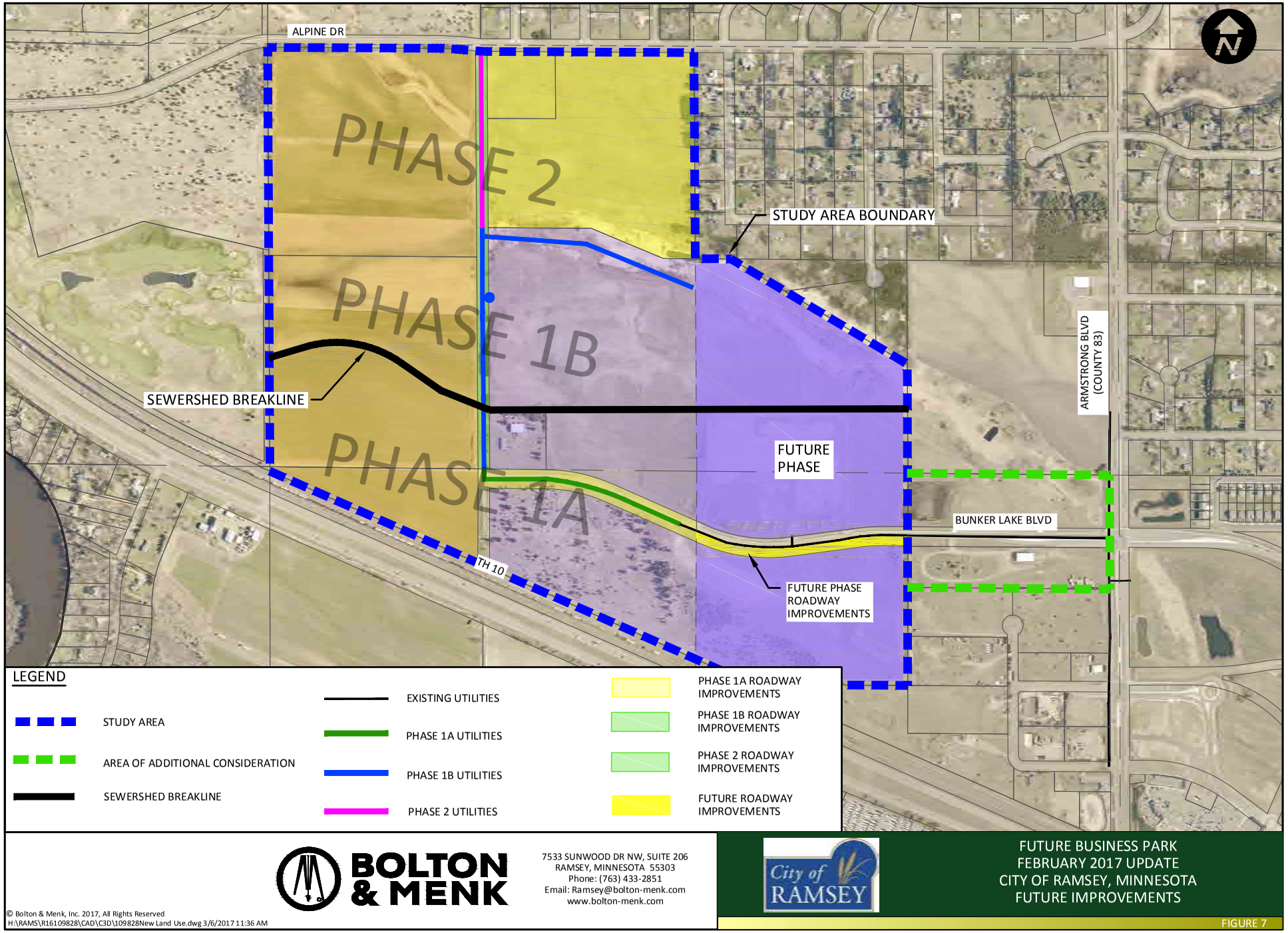
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FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
PHASE 2 IMPROVEMENTS

FIGURE 6

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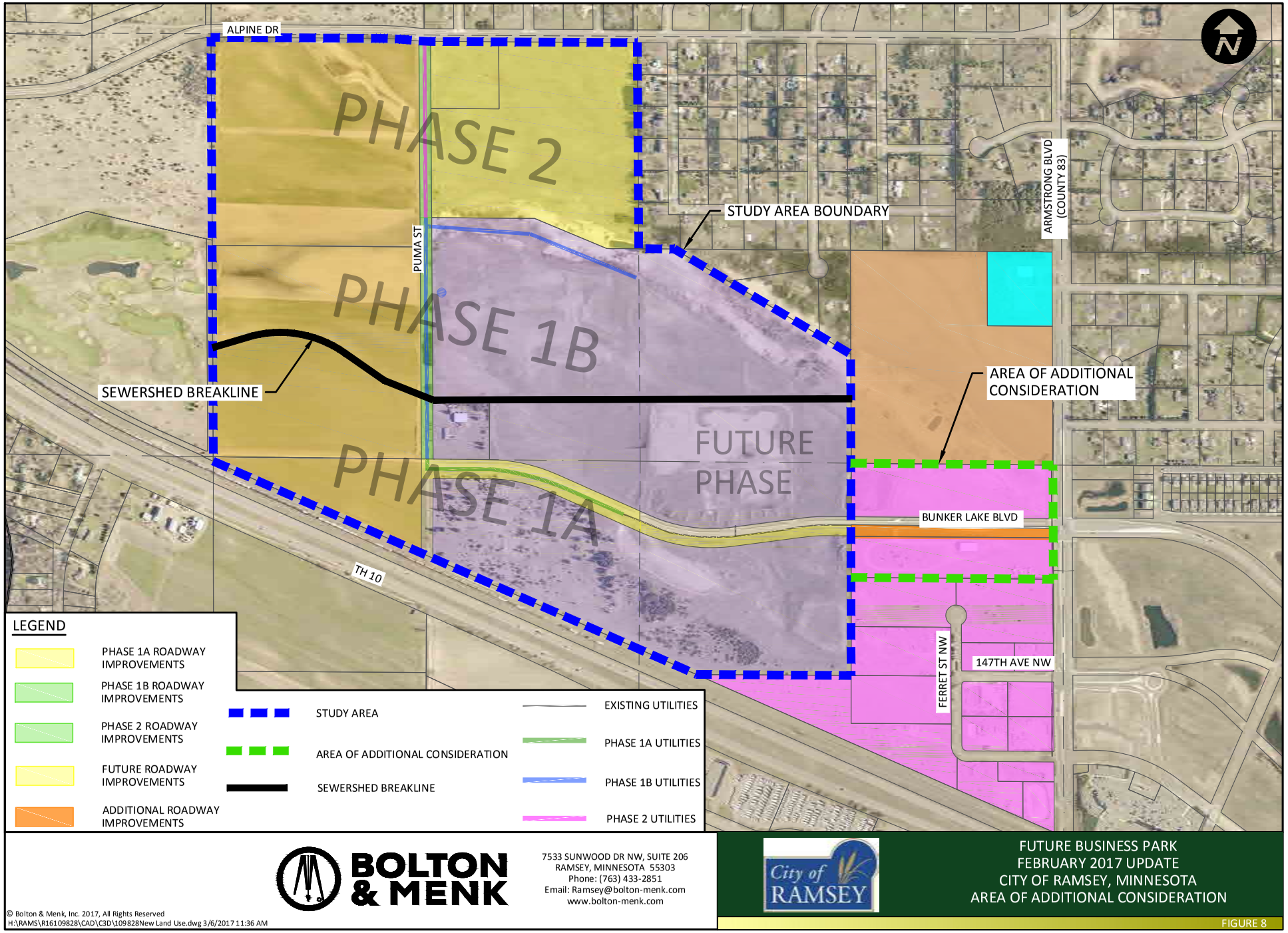
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City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
FUTURE IMPROVEMENTS

FIGURE 7

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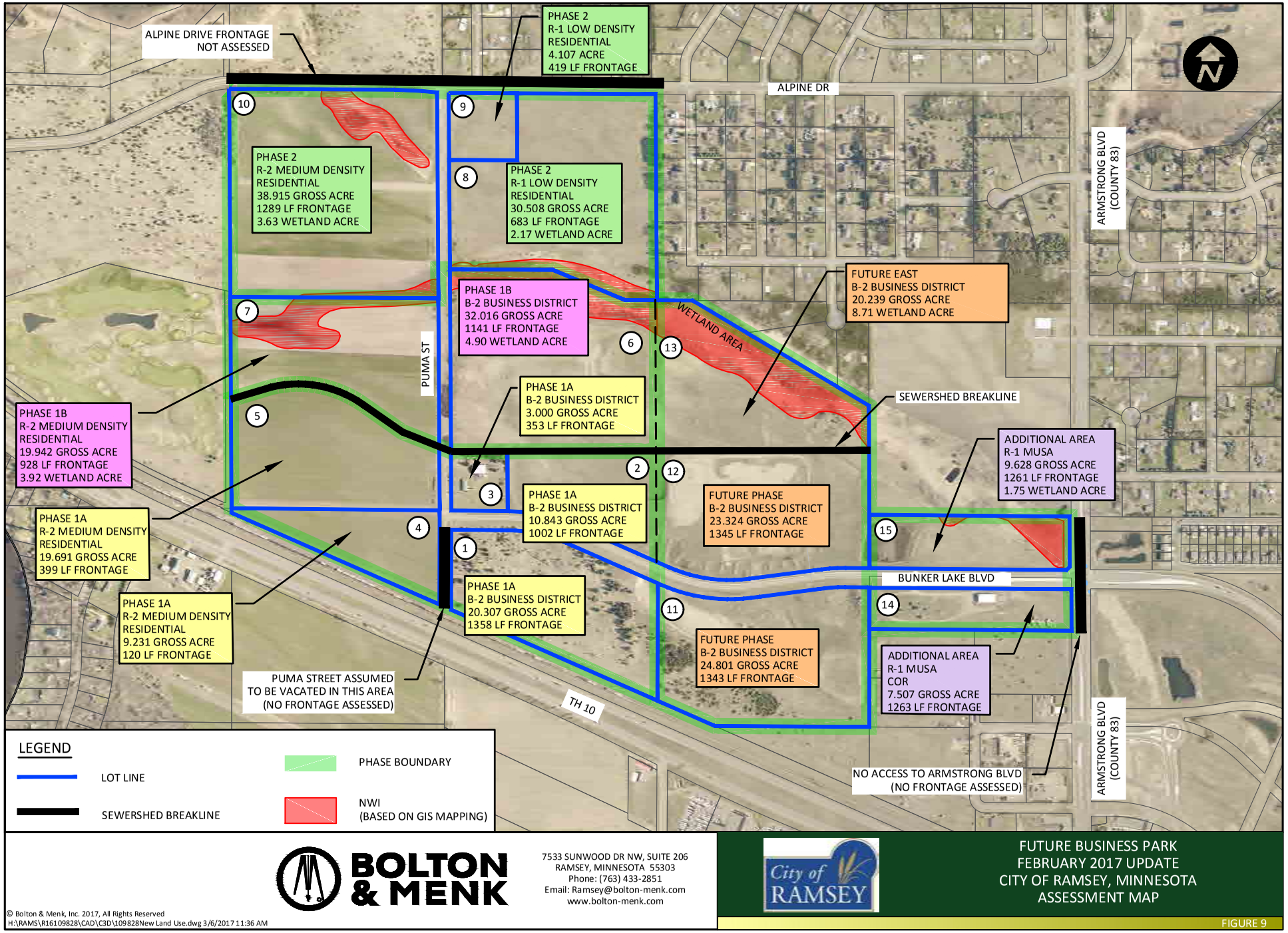
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City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
AREA OF ADDITIONAL CONSIDERATION

FIGURE 8

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City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
ASSESSMENT MAP

FIGURE 9

Appendix B: Traffic Study

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Fax: (952) 890-8065
Bolton-Menk.com

TRAFFIC MEMORANDUM

Date: January 27, 2017

To: City of Ramsey

From: Bryan Nemeth, P.E., PTOE

Subject: Supplemental Traffic Memorandum
Traffic Impact Study for Future Business Park: October 21, 2015
City of Ramsey, MN
Project No.: R16.109828

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: January 27, 2017

Bolton & Menk is an equal opportunity employer.

I. Introduction

This traffic memorandum provides an update to the Traffic Impact Study for Future Business Park, October 21, 2015, in Ramsey, MN. The update includes analysis of a revised Proposed Future Land Use plan for the area.

The revised analysis results in an increase of approximately 18,100 trips per day into and out of the area at 2040 Full Build. This is an overall reduction in trips compared to the previous land use alternatives proposed.

The analysis evaluates the mitigation needs Bunker Lake Blvd west of Armstrong Boulevard (CSAH 83) and Puma Street south of Alpine Drive. This includes the intersection of Armstrong Blvd (CSAH 83) at Bunker Lake Blvd (CSAH 116).

II. Recommendations

A. Intersection and roadway improvements along Bunker Lake Blvd (west of Armstrong Blvd) and Puma St. (south of Alpine Dr.) are revised as follows.

1. Short Term

a) Armstrong Blvd & Bunker Lake Blvd: Stripe the southbound left with dual left turn lanes. No other roadway improvements needed in the short term. Signal timing updates recommended.

(1) Plan for eastbound dual right turn lanes or free-right turn lane and two eastbound thru lanes in the future (See Long Term Recommendations).

b) Bunker Lake Blvd (west of Armstrong Blvd)

(1) COR area:

(a) With COR access to Bunker Lake Blvd: 4-lane divided roadway to full access intersection. Full access 775 ft. from Armstrong Blvd. Right-in/right-out access at least 475 ft. from Armstrong Blvd. Continuous median to full access.

(b) Without COR access to Bunker Lake Blvd: 4-lane Divided to full access intersection. Full access 540 ft. from Armstrong Blvd. Right-in/right-out access at least 475 ft. from Armstrong Blvd. Continuous median to full access.

(2) COR to Llama St. Alignment: 3-lane undivided roadway, right turn lanes into development roadways. Primary intersection spacing of 1/8 mile.

(3) Llama St. Alignment to Puma St.: 3-lane undivided roadway, right turn lanes into development roadways where development trips anticipated to be over 100 per day. Primary intersection spacing of 1/8 mile.

c) Puma St.: Potentially remain a 2-lane undivided roadway. Left turn lanes into Business Park accesses. Right turn lanes provided where development trips anticipated to be over 100 per day.

d) Bunker Lake Blvd & Puma St.: Single lane roundabout or all-way stop

control. Southbound left turn lane and westbound right turn lane recommended with all-way stop control.

2. Mid-Term

a) Armstrong Blvd & Alpine Dr.: Single lane roundabout. Intersection control evaluation study should be completed to verify.

b) Alpine Dr. & Puma St.: Add eastbound right turn lane. Add a northbound turn lane to separate left and right turns. Add a westbound left turn lane when needed. This need to be based on delay and crash experience, especially if there is trip redistribution due to congestion on Armstrong Blvd.

3. Long-Term

a) Armstrong Blvd & Bunker Lake Blvd: Dual eastbound right turn lanes or free right turn lane. Dual right turn lanes are recommended over the free right due to pedestrian accessibility crossing a heavy free-right and the bridge design of Armstrong Blvd.

b) Plan for two eastbound thru lanes in the future. The two eastbound thru lanes are not necessarily due to traffic volumes but are recommended to give more green time to conflicting movements, specifically the westbound left. Additionally, the high eastbound right turn volumes may result in trip reassignment to use Bunker Lake Blvd and access Highway 10 at Ramsey Blvd instead of Armstrong Blvd. This may also result in more trips using Alpine Dr. to access Highway 10 for trips to and from the west.

III. Analysis

The traffic analysis updates consider a change in land uses within the Future Business Park area as shown on the attached Armstrong West: Proposed Future Land Uses map.

A. Forecasts

The background trip forecasts are consistent with the previous analysis. The trip forecasts to and from each area are included at the end of this memorandum. Forecasts were developed using trip rates from the ITE Trip Generation Manual, consistent with the previous analysis. The additional trips due to the development result in the forecasted trips as shown on the attached map.

B. Traffic Analysis Results

1. 2040 Full Build with Existing Lanes

Table 1: Design Year (2040) with Existing Lanes

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	13	B	24	C	EBL	EBL	105	174
Signal	PM	12	B	22	C	EBL	EBL	98	148
TH 10/169 North Ramp & CSAH 83 (Armstrong Blvd)	AM	63	E	143	F	WBR	WBT/R	468	1152
Signal	PM	71	E	124	F	WBR	WBT/R	595	1560
CSAH 83 (Armstrong Blvd & 147th Avenue	AM	55	D	131	F	NBL	NBT	759	1327
Signal	PM	52	D	87	F	NBL	NBT	660	1252
CSAH 83 (Armstrong Blvd) & CSAH 116 (Bunker Lake Blvd)	AM	69	E	184	F	NBL	NBT	784	1086
Signal (assumed double SBL & double WBL were stripped)	PM	100	F	227	F	NBL	NBT	733	1109
CSAH 83 (Armstrong Blvd) & Alpine Drive NW	AM	5	A	20	C	EBT	EBL/T	45	114
TWSC	PM	9	A	46	E	EBL	NBL/T	68	167
Alpine Drive NW & Puma Street NW	AM	2	A	7	A	NBL	NBL/R	31	54
TWSC	PM	3	A	9	A	NBL	NBL/T	51	86
Puma Street NW & Bunker Lake Blvd	AM	3	A	9	A	NBT	SBL/T/R	50	75
Option 1: AWSC	PM	4	A	7	A	WBR	WBT/R	56	86
Puma Street NW & Bunker Lake Blvd	AM	0	A	3	A	EBR	EB L/R	4	18
Option 2: 3 Legged intersection (with curve)	PM	0	A	2	A	EBL	EBL/R	7	24
Puma Street NW & Bunker Lake Blvd	AM	2	A	5	A	NBT	SBL/T/R	16	51
Option 3: Roundabout	PM	2	A	4	A	SBT	SBL/T/R	4	23

*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)

Analysis indicates that it there are anticipated to be capacity concerns along Armstrong Blvd from Highway 10 to Bunker Lake Blvd. Mitigation is necessary at the intersection of Armstrong Blvd at Bunker Lake Blvd.

2. 2040 Full Build with Mitigation

Table 2: Design Year (2040) with Mitigation

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	11	B	22	C	EBL	EBL	95	147
Signal	PM	12	B	23	C	EBL	SBR	47	171
TH 10/169 North Ramp & CSAH 83 (Armstrong Blvd)	AM	21	C	53	D	SBT	SBT	382	727
Signal	PM	49	D	141	F	SBT	SBT	809	1272
CSAH 83 (Armstrong Blvd & 147th Avenue	AM	12	B	33	C	SBL	NBT	199	376
Signal	PM	56	E	111	F	SBT	SBT	664	1232
CSAH 83 (Armstrong Blvd) & CSAH 116 (Bunker Lake Blvd)	AM	38	D	84	F	NBL	NBT	353	868
Signal (Added double EB thru, free right)	PM	50	D	139	F	WBL	WBT	401	915
CSAH 83 (Armstrong Blvd) & Alpine Drive NW	AM	5	A	26	D	WBL	EBR	61	110
TWSC (Added EB/WB RT lane)	PM	10	B	88	F	EBT	NBL/T	77	171
Alpine Drive NW & Puma Street NW	AM	2	A	6	A	WBL	NBL/R	33	56
TWSC	PM	3	A	9	A	NBL	NBL/T	48	80
Puma Street NW & Bunker Lake Blvd	AM	3	A	9	A	WBL	SBL/T/R	50	78
Option 1: AWSC	PM	4	A	8	A	WBL	WBL/T/R	57	83
Puma Street NW & Bunker Lake Blvd	AM	0	A	3	A	EBL	EBL/R	4	18
Option 2: 3 Legged intersection (with curve)	PM	0	A	5	A	EBL	EBL/R	6	24
Puma Street NW & Bunker Lake Blvd	AM	2	A	5	A	NBT	SBL/T/R	11	37
Option 3: Roundabout	PM	2	A	4	A	EBT	SBL/T/R	3	21

*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)

Analysis indicates

Mitigation includes the lanes and traffic control indicated in the recommendations but also includes a third southbound lane along Armstrong Blvd from Bunker Lake Blvd to the Highway 10 North Ramp terminal. Additional review of the bridge design indicates that a third lane would not be feasible without substantial revisions to the bridge structure over the railroad. Based on this, two eastbound through lanes are recommended at the intersection of Armstrong Blvd and Bunker Lake Blvd to provide an alternative route if needed. The analysis below also considers an eastbound free right into the third lane. This is recommended to be a dual right turn when or if needed based on traffic redistribution in the area.

The resulting queues are shown below for each movement at the intersection of Armstrong Blvd and Bunker Lake Blvd. Dual eastbound right turn lanes would be anticipated to have similar average queues and shorter max queues. The max queues are anticipated to be less if there is traffic redistribution based on congestion.

Table 3: Design Year (2040) Armstrong Blvd & Bunker Lake with Proposed Lanes

Traffic Control Scenario	Peak Hour	Delay-LOS**		Max Approach Queue	
				Average Queue (ft)	Max Queue (ft) ****
CSAH 83 (Armstrong Blvd) & CSAH 116 (Bunker Lake Blvd)					
EBL	AM	41	D	64	122
	PM	37	D	106	191
EBR	AM	3	A		
	PM	47	D	390	916
WBL	AM	45	D	134	215
	PM	131	F	401	915
NBL	AM	84	F	305	412
	PM	52	D	207	307
SBL	AM	31	C	95	145
	PM	46	D	81	128

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

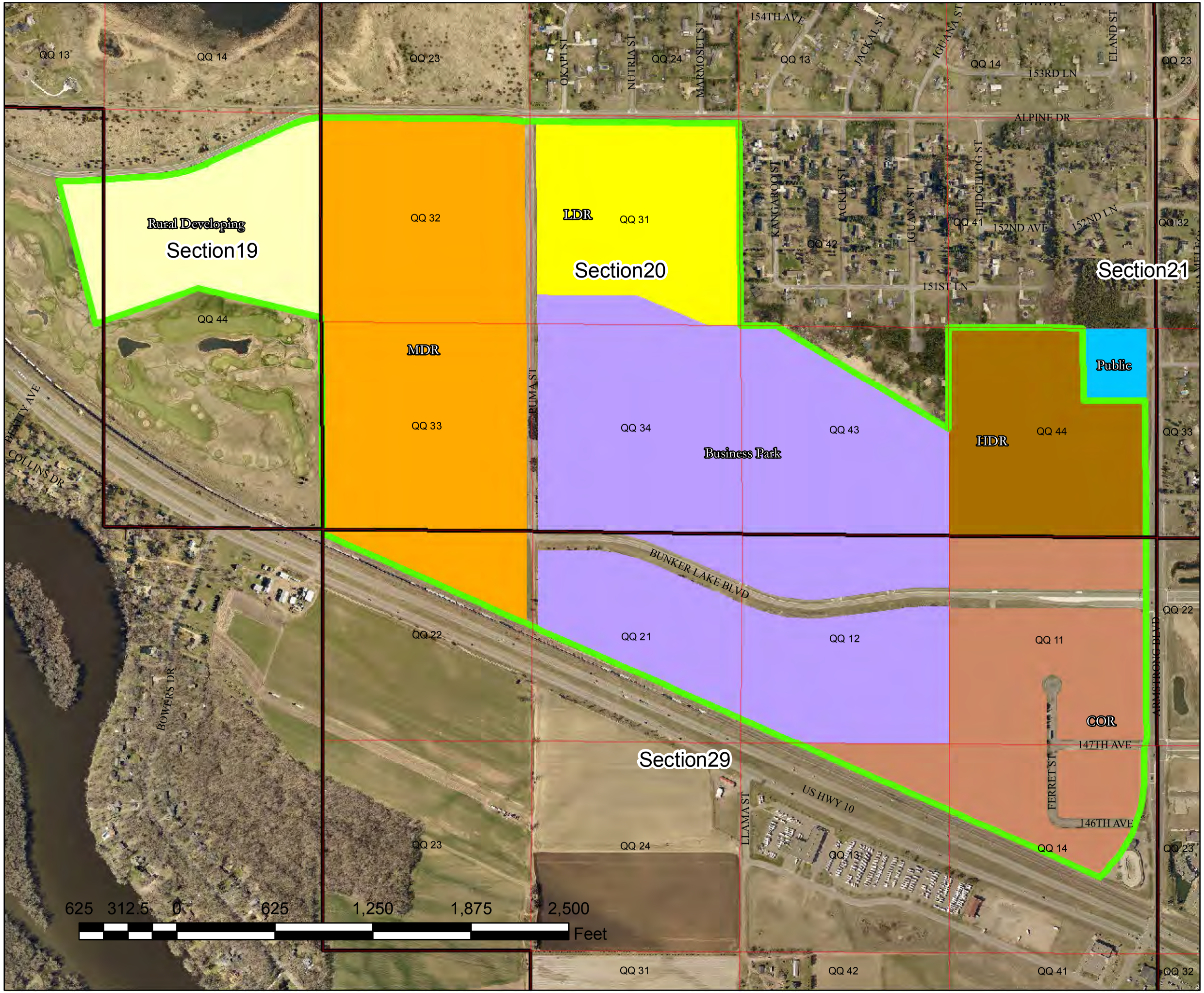
***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

C. Special Considerations

1. The trips from specific developments to Puma and Bunker Lake Blvd have not been analyzed. Trips to and from specific developments should be assigned to appropriate roadways based on the development roadway design. This is especially important for trip assignment at the intersection of Bunker Lake Blvd and Puma St.

2. Mitigation for intersections outside of the area due to development in the area have not been completed.



City of RAMSEY

Armstrong West
Proposed Future Land Uses

Section QQ

Section Only

AUAR Boundary

Future Land Use

- Business Park
- COR
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Public/Quasi-Public
- Rural Developing

N

This is not an approved land use plan. This is a working document only, based on current feedback and concepts (both public and privately developed concepts).

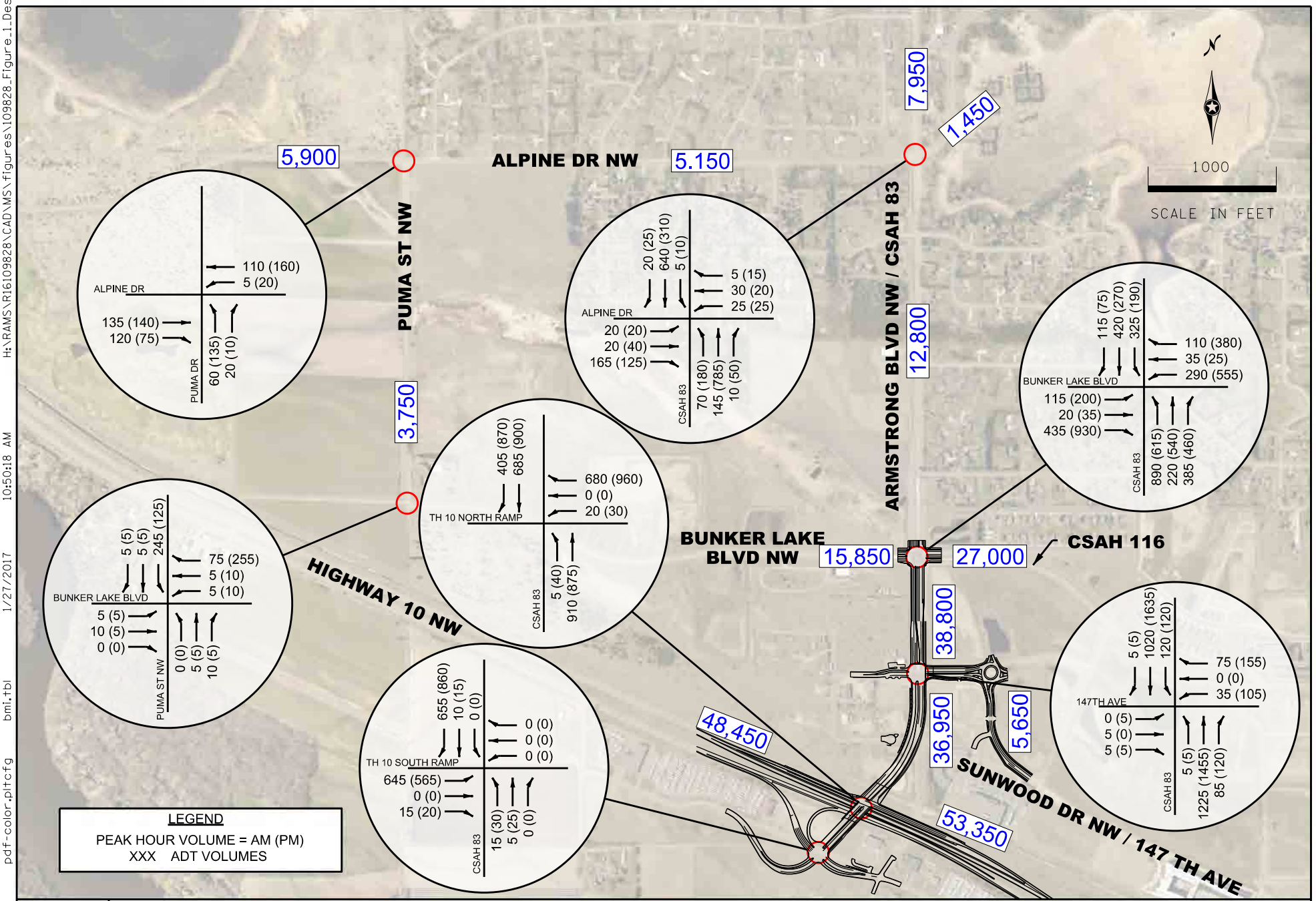


FIGURE 1: DESIGN YEAR (2040) TRAFFIC VOLUMES

FUTURE BUSINESS PARK TRAFFIC STUDY
RAMSEY, MN.

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Ramsey EDA Traffic Assumptions

Alternative 2: Business Park (January 2017 Update)

B-2 **Business Park** — 134.54 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	1151	83	17	955	196	10%	860	177	0%	0	0	860	177
Afternoon	4.42	595	50	50	298	298	10%	268	268	0%	0	0	268	268
PM	8.84	1190	21	79	250	940	10%	225	847	0%	0	0	225	847
Weekday	63.11	8491	50	50	4246	4246	15%	3609	3609	0%	0	0	3609	3609

B-2 **Retail/Commercial** — 74.4 K ft^2 — ITE Code X — Internal-to-Internal Reduction

Based on Square Feet — 7.43 Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	7.41	552	53	47	293	259	20%	235	208	46%	109	96	126	112
Afternoon	5.46	407	50	50	204	204	20%	163	163	40%	66	66	97	97
PM	10.91	813	51	49	415	398	20%	332	319	39%	130	125	202	194
Weekday	124.59	9275	50	50	4638	4638	30%	3247	3247	39%	1267	1267	1980	1980

R-1 **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

R-2 **Residential Townhouse** — 527 units — ITE Code 230 — 87.79 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	196	17	83	33	163		33	163
Afternoon	0.26	138	31	69	43	95		43	95
PM	0.52	235	67	33	157	78		157	78
Weekday	5.81	2732	50	50	1366	1366		1366	1366

R-3 **Low Rise Apartment** — 525 units — ITE Code 221 — 43.74 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	215	21	79	45	170		45	170
Afternoon	0.29	153	31	69	47	106		47	106
PM	0.58	291	65	35	189	102		189	102
Weekday	6.59	3076	50	50	1538	1538		1538	1538

Rural Developing — ITE Code x

Assumed trips

	entering	exiting
AM	5	20
Afternoon		
PM	20	5
Weekday		

Total

	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	109	96	1090	704
Afternoon	66	66	472	602
PM	130	125	862	1266
Weekday	1267	1267	9032	9032

West of Commercial Area

	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM			919	422
Afternoon			327	400
PM			471	970
Weekday			5514	5514

BOLTON & MENK
Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

July 27, 2017

Mr. Bruce Westby, P.E.
City Engineer
City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

RE: Proposal for Engineering Services
Bunker Lake Boulevard and Puma Street Improvement Project

Dear Mr. Westby:

We appreciate the opportunity to present this scope of services for the Bunker Lake Boulevard and Puma Street Improvement project. Our scope and fees were prepared based on our understanding of the project and our previous experience in delivering State Aid projects.

SCOPE

The improvements will be generally as described in our December 3, 2015 report for the Future Business Park. The phasing will be as generally described in our March 2017 Update Report. The improvements will consist of the following items as presented in the above reports and depicted on the attached figure:

- Bunker Lake Boulevard construction will begin at the easterly limits of Phase 1A, with pavement and striping tapers to the east.
- Bunker Lake Boulevard sanitary sewer and watermain trunk utilities are not included in this scope, as they are being completed by the City under a separate contract.
- Puma Street construction will include the Phase 1B area only, with a taper transition north of Phase 1B.
- No trail will be constructed along the east side of Puma Street at this time, avoiding the need for right of way acquisition from parcels along the east side of the roadway.
- Puma Street utility construction will include extending sanitary sewer and watermain from Bunker Lake Boulevard to the northerly Phase 1B limits. A sanitary sewer lift station will be installed at the low area of Puma Street.
- The Bunker Lake Boulevard and Puma Street intersection will most likely be constructed as a Tee intersection, with the third leg being an access to the property to the west.
- A site plan is being developed for the property west of Puma Street. We have assumed we will receive AutoCAD files of the site plan for incorporation into our design.

Construction costs associated with the improvements described above are estimated at approximately $2,500,000, which includes a 10 percent contingency.

CONSTRUCTION SEQUENCE

To facilitate construction of the public utilities in 2017, the project will be split into two bid packages. Generally, the first bid package will include:

- Construction of trunk water main and sanitary sewer along Puma Street,
- Construction of the sanitary sewer lift station, and
- Temporary gravel resurfacing of Puma Street.

This bid package will be prepared, bid, awarded and constructed in 2017.

The second bid package will include roadway improvements. The preliminary design will be completed along with the first bid package to ensure the utilities are constructed to match future roadway grades. The remaining design, permitting, and State Aid approvals will then occur through the winter of 2017/2018. Bidding and award will occur early 2018, followed by construction in the spring and summer.

SCHEDULE

We understand the importance of delivering this project to allow for public utility construction to be completed in the fall of 2017. Our understanding of the proposed schedule is as follows:

Task	Date
City Council Action (Authorize Plans)	July 25, 2017
Authorization to Begin Surveying and Design Services	July 26, 2017
Design of Bid Package 1 Complete	September 7, 2017
City Council Approves Plans and Orders Bids – Bid Package 1	September 12, 2017
Public Bid Opening – Bid Package 1	October 6, 2017
City Council Accepts Bids / Awards Contracts – Bid Package 1	October 10, 2017
Begin Construction – Bid Package 1	October 23, 2017
Substantial Completion – Bid Package 1	December 14, 2017
City Council Approves Plans and Orders Bids – Bid Package 2	January 23, 2018
Public Bid Opening – Bid Package 2	February 20, 2018
City Council Accepts Bids / Awards Contracts – Bid Package 2	February 27, 2018
Begin Construction – Bid Package 2	May 14, 2018
Substantial Completion – Bid Package 2	June 29, 2018
Final Completion – All Bid Packages	July 27, 2018

PERMITTING AND APPROVALS

Bid Package 1 work will require permits as follows:

- Minnesota Department of Health (Water Main Installation)
- Minnesota Pollution Control Agency (Sanitary Sewer Extension)
- MPCA (NPDES – Construction Stormwater General Permit)

Bid Package 2 work will require the following permits:

- State Aid Approvals
- Lower Rum River Watershed Management Organization (Stormwater and Erosion Control)
- MPCA (NPDES – Construction Stormwater General Permit)

In addition to the above permitting, easements will most likely be required from adjacent landowners for ponding and siting of the sanitary sewer lift station.

FEES

We have attached a fee spreadsheet depicting hours, rates, and total compensation on a per task basis. We are proposing to enlist Northern Technologies for geotechnical services and Barr Engineering for electrical and control work related to the lift station.

Our proposed fees for the work are as follows:

Task	Fees
Topographical Surveys (all improvements)	$ 16,680
Bid Package 1	$ 88,100
Bid Package 2	$121,732
Total all Bid Packages	**$226,512**

If there are any questions related to the scope and/or fee portion of this submittal, please call me at (651) 968-7760.

Sincerely,

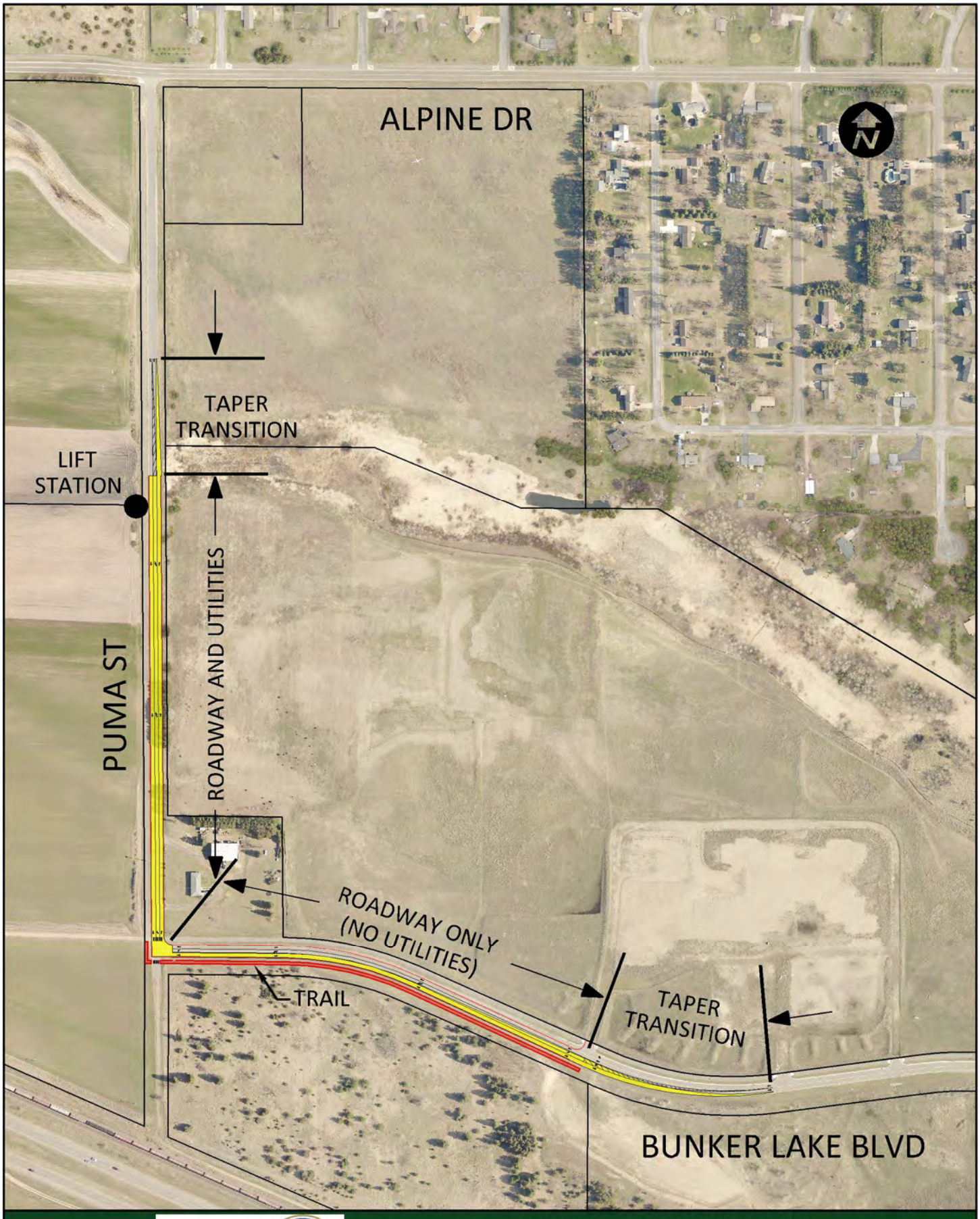
Bolton & Menk, Inc.

Kevin P Kielb

Kevin P. Kielb, P.E.
Project Manager

ATTACHMENTS

Improvements Exhibit
Fee Spreadsheet



City of RAMSEY

FUTURE BUSINESS PARK
CITY OF RAMSEY, MINNESOTA

FIGURE 1
MAY, 2017

Fee Proposal

CLIENT: City of Ramsey PROJECT: Bunker Lake Boulevard and Puma Street	BOLTON & MENK, INC.								
WORK TASK DESCRIPTION	Project Manager	Senior Designer	Designer	Traffic Engineer	Technician	Surveyor	Clerical	Total Hours	Cost
Average Hourly Rate	*$168*	*$136*	*$115*	*$150*	*$120*	*$130*	*$70*		
Topographical Surveys									
0.1 Topographical Surveys (Roadway)	1	2	2	0	20	40	1	**66**	$8,340
0.2 Topographical Surveys (Public Utilities)	1	2	2	0	20	40	1	**66**	$8,340
TOTAL Preliminary Surveys	**1**	**2**	**2**	**0**	**20**	**40**	**1**	**66**	**$16,680**
Bid Package 1									
1.1 Preliminary Roadway Design	16	40	16	8	0	0	2	**82**	$11,308
1.2 Preliminary Stormwater Design and Analysis	2	4	8	0	4	0	2	**20**	$2,420
1.3 Trunk Utility Design (Sanitary Sewer and Water)	24	60	24	0	20	0	6	**134**	$17,772
1.4 Sanitary Sewer Lift Station and Forcemain	8	32	40	0	40	0	8	**128**	$15,656
1.5 Permitting	2	20	12	0	4	0	12	**50**	$5,756
1.6 Bidding Services	4	16	8	0	0	0	8	**36**	$4,328
1.7 Construction Staking	4	8	8	0	16	40	8	**84**	$10,360
TOTAL Bid Package 1 - Bolton & Menk	**60**	**180**	**116**	**8**	**84**	**40**	**46**	**534**	**$67,600**
								SUBCONSULTANT - Northern Technologies	$4,000
								SUBCONSULTANT - Northern Technologies	$4,000
								SUBCONSULTANT - Barr Engineering	$12,500
TOTAL for Bid Package 1									**$88,100**
Bid Package 2									
2.1 Final Roadway Design	30	136	204	32	0	0	4	**406**	$52,076
2.2 Storm Water Management and Design	8	32	80	0	8	0	8	**136**	$16,416
2.3 Street Lighting	0	0	0	0	0	0	0	**0**	$0
2.4 Reviews and Approvals	4	20	12	0	16	0	8	**60**	$7,252
2.5 Permitting	2	20	12	0	4	0	12	**50**	$5,756
2.6 Bidding Services	4	16	8	0	0	0	8	**36**	$4,328
2.7 Construction Staking	12	8	16	0	32	200	16	**284**	$35,904
TOTAL for Bid Package 2	**60**	**232**	**332**	**32**	**60**	**200**	**56**	**972**	**$121,732**
TOTAL FEES - ALL BID PACKAGES - SURVEYING, DESIGN, CONSTRUCTION STAKING									**$226,512**

Represents Roadway Related Costs

Represents Utility Related Costs

--- GOVERNING SPECIFICATIONS ---
THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST ADDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TRAFFIC CONTROL ZONE LAYOUTS.

CITY OF RAMSEY, MINNESOTA

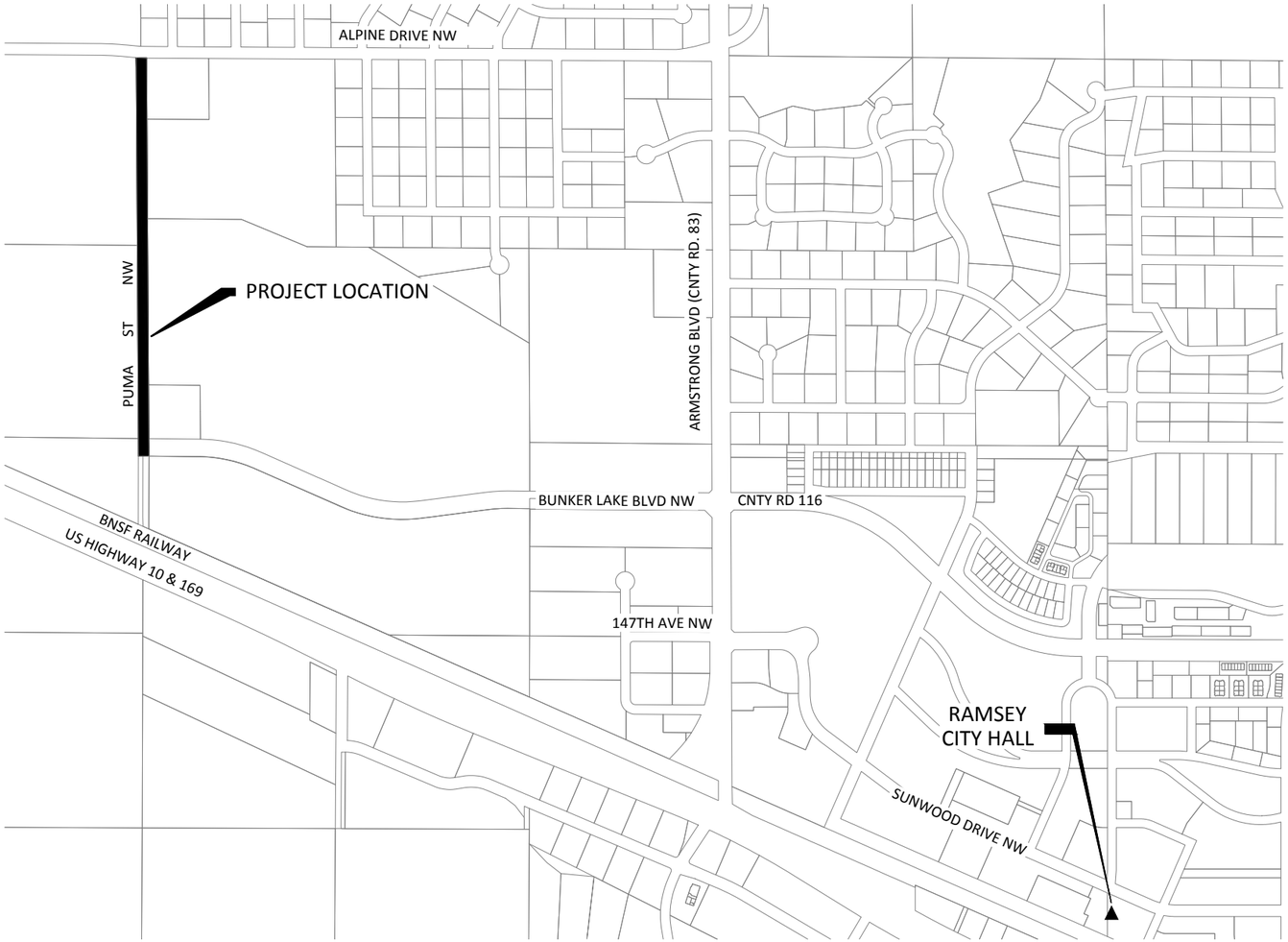
CIVIL CONSTRUCTION PLANS FOR

2017 PUMA STREET UTILITY IMPROVEMENTS

RAMSEY, MINNESOTA

GRADING, AGGREGATE BASE, SANITARY SEWER & WATERMAIN

SEPTEMBER, 2017



SHEET INDEX

SHEET NO.	GENERAL
G0.01	TITLE
G0.02	TABULATIONS
	EXISTING CONDITIONS & REMOVALS
C0.01	EXISTING CONDITIONS & REMOVALS REMOVALS
	TYPICAL SECTIONS & DETAILS
C1.01	TYPICAL SECTIONS
C1.02 - C1.03	DETAILS
	EROSION CONTROL
C2.01 - C2.03	STORMWATER POLLUTION PREVENTION PLAN
C2.04	EROSION CONTROL DETAILS
C2.05	EROSION CONTROL PLAN
	SANITARY AND WATER
C4.01 - C4.03	PUMA ST SANITARY SEWER AND WATERMAIN PLAN
C4.04 - C4.05	LIFT STATION PLANS
	ELECTRICAL
E1.01 - E1.02	LIFT STATION ELECTRICAL PLAN

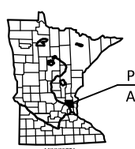
THIS PLAN SET CONTAINS 18 SHEETS.

500 0 500
SCALE FEET

MAP OF THE
CITY OF RAMSEY
ANOKA COUNTY, MN

SCALES

PLAN 0' 20'
PROFILE 0' 20' HORIZ. 0' 5' VERT.
INDEX MAP 0' 500'



PROJECT LOCATION
ANOKA COUNTY, MN

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 612-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY 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."

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

KEVIN P. KIELB REG. NO. 23211 DATE: 09/20/2017

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City of RAMSEY

PROJECT DATUM:
HORIZONTAL: Anoka County Coordinates (1996 Adjustment)
VERTICAL: NGVD 29

DESIGNED KFB
DRAWN EKD
CHECKED JWC

BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

RECORD DRAWING INFORMATION
OBSERVER:
DATE:

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
TITLE SHEET

SHEET G0.01

(A) STATEMENT OF ESTIMATED QUANTITES

ITEM NO.	MN/DOT SPEC NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	2021.501	MOBILIZATION	LUMP SUM	1
2	2101.511	CLEARING AND GRUBBING	TREE	6
3	2104.501	REMOVE PIPE CULVERTS	LIN FT	112
4	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ YD	220
5	2104.503	REMOVE CONCRETE PAVEMENT	SQ YD	20
6	2104.602	SALVAGE & REINSTALL SIGN	EACH	5
7	2105.601	DEWATERING	LIMP SUM	1
8	2105.607	SALVAGE AGGREGATE TO STOCKPILE (LV)	CU YD	765
9	2105.607	SALVAGED AGGREGATE FROM STOCKPILE (CV)	CU YD	540
10	2118.501	AGGREGATE SURFACING CLASS 5	CU YD	55
11	2215.501	FULL DEPTH RECLAMATION (4")	SQ YD	4,850
12	2501.511	15" RC PIPE CULVERT DES 3006 (CL V)	LIN FT	102
13	2501.515	15" RC PIPE APRON	EACH	2
14	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1
15	2503.602	12" X 4" WYE	EACH	1
16	2503.603	8" PVC SANITARY SEWER PIPE SDR 26	LIN FT	45
17	2503.603	10" PVC SANITARY SEWER PIPE SDR 26	LIN FT	160
18	2503.603	12" PVC SANITARY SEWER PIPE SDR 26	LIN FT	1,056
19	2503.603	6" ID FORCEMAIN CL 53 DIP	LIN FT	1,070
20	2503.603	4" SANITARY SERVICE PIPE	LIN FT	40
21	2503.603	CASTING ASSEMBLY (SANITARY)	EACH	4
22	2503.618	MANHOLE COATING	SQ FT	360
23	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	1
24	2504.602	LOWER WATERMAIN	EACH	1
25	2504.602	6" GATE VALVE & BOX	EACH	6
26	2504.602	8" GATE VALVE & BOX	EACH	1
27	2504.602	16" GATE VALVE & BOX	EACH	3
28	2504.602	HYDRANT	EACH	6
29	2504.602	1" CORPORATION STOP	EACH	1
30	2504.602	1" CURB STOP & BOX	EACH	1
31	2504.603	1" TYPE K COPPER PIPE	LIN FT	24
32	2504.604	6" CL 53 DIP WATERMAIN	LIN FT	111
33	2504.604	8" CL 52 DIP WATERMAIN	LIN FT	91
34	2504.604	16" CL 52 DIP WATERMAIN	LIN FT	1,705
35	2506.601	CONSTRUCT LIFT STATION	LUMP SUM	1
36	2506.603	CONSTRUCT SANITARY MANHOLE, DES. 4007	LIN FT	80.3
37	2506.608	PIPE FITTINGS	POUND	1,850
38	2511.502	RANDOM RIP RAP CL III	TON	18
39	2521.501	6" CONCRETE PAVEMENT	SQ YD	80
40	2563.601	TRAFFIC CONTROL	LUMP SUM	1
41	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	3,750
42	2573.530	STORM DRAIN INLET PROTECTION	EACH	2
43	2573.533	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	150
44	2573.535	STABILIZED CONSTRUCTION ENTRANCE	LUMP SUM	2
45	2575.605	SEEDING (MIX 25-121, FERT TYPE 3 (22-5-10), MULCH TYPE 1)	ACRE	1.6

(B) CONSTRUCT SANITARY SEWER

LINE	STRUCTURE ID	STREET	STATION	OFFSET	PROPOSED TOP OF CASTING ELEV.	INVERT OUT ELEV.	FLOWS TO STRUCT	INVERT IN ELEV.	PIPE GRADE (%)	CASTING (EACH)	CONSTRUCT SAN MANHOLE DES 4007 (LIN FT)	6" ID FORCEMAIN CL 53 DIP (LIN FT)	8" PVC SDR 26 (LIN FT)	10" PVC SDR 26 (LIN FT)	12" PVC SDR 26 (LIN FT)	INTERIOR EPOXY COATING (SQ FT)	CONNECT TO EXISTING SANITARY (EACH)	FUTURE TOP OF CASTING ELEV.	ADDITIONAL RING BUILD HEIGHT (LIN FT)	BASE SLAB THICKNESS (INCHES)	NOTES
1	B	PUMA ST	3+48.59	CL	883.38	864.90	EX A	864.25	0.22	1	18.5				296	180	1	882.78	0.6	8	(2) (3) (5)
2	C	PUMA ST	6+74.59	CL	877.56	865.65	B	865.00	0.22	1	11.9			40	296	180		876.64	0.9	6	(1) (3) (5)
3	D	PUMA ST	17+36.56	CL	869.97	844.40	LIFT STATION	844.26	0.22	1	25.6			80	64			869.97		10	(1) (4)
4	E	PUMA ST	13+36.51	CL	869.73	845.38	D	844.50	0.22	1	24.4		45	40	400			869.13	0.6	10	(1) (4) (5)
5	LIFT STATION	PUMA ST	17+36.70	63.5' LT	870.20	860.60	B	865.75				1,070						870.20			
									TOTAL	4	80.3	1,070	45	160	1,056	360	1				

NOTES:
(1) STUB FOR FUTURE EXPANSION, CAP END
(2) FIELD VERIFY EXISTING INVERT ELEVATION OF STRUCTURE "EX A"
(3) EPOXY COATED STRUCTURE
(4) REINFORCE BASE SLAB WITH NO. 5 REBAR, 12" ON CENTER FROM CENTER OF STRUCTURE MINIMUM
(5) DESIGN STRUCTURE HEIGHT TO BE CONSTRUCTED TO FUTURE TOP OF CASTING ELEVATION, ADDITIONAL HEIGHT TO PROPOSED TOP OF CASTING ELEVATION IS TO BE CONSTRUCTED WITH ADDITIONAL CONCRETE ADJUSTING RINGS

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City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV	ISSUED FOR	DATE

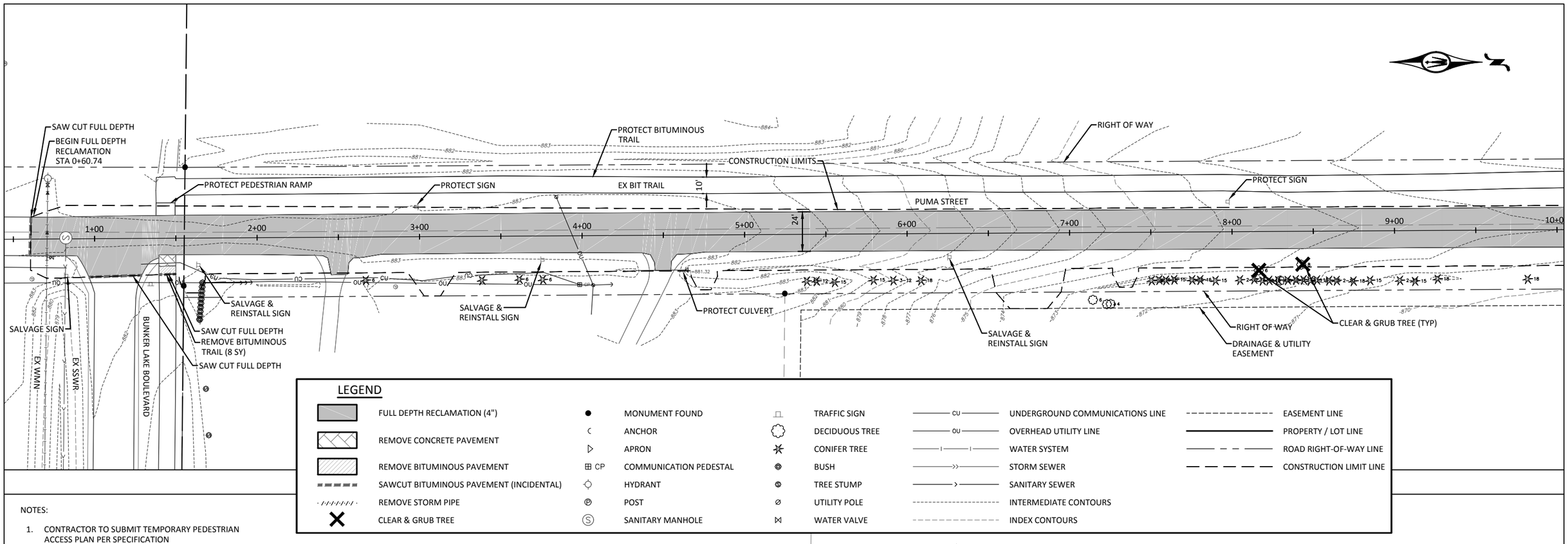
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KEVIN P. KIELB
LIC. NO. 23211 DATE 09/20/2017

DESIGNED JWC
DRAWN EKD
CHECKED KPK

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
TABULATIONS

SHEET G0.02



NOTES:

1. CONTRACTOR TO SUBMIT TEMPORARY PEDESTRIAN ACCESS PLAN PER SPECIFICATION

HORZ. 0 30 60
SCALE FEET

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
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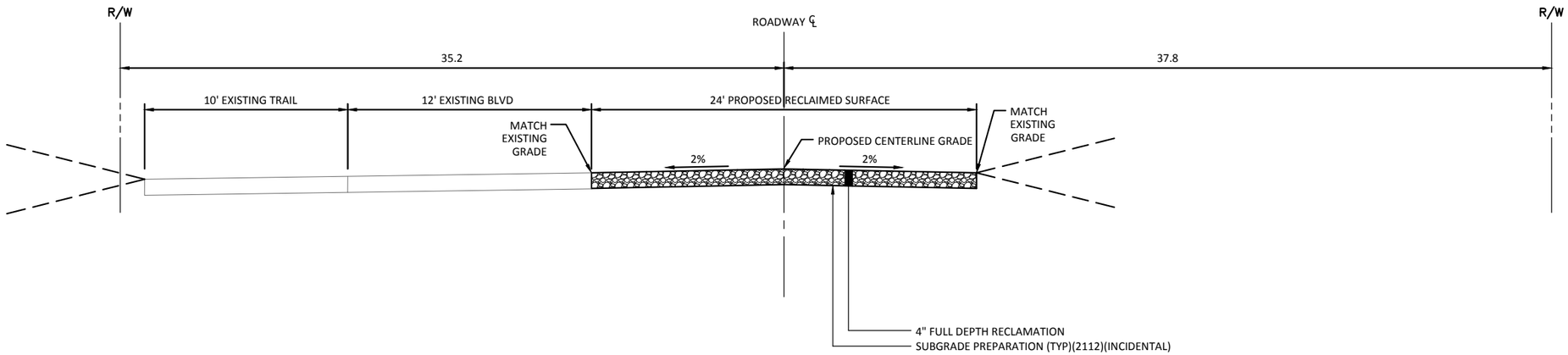
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KEVIN P. KIELB
LIC. NO. 23211 DATE 09/20/2017

DESIGNED	JWC
DRAWN	EKD
CHECKED	KPK

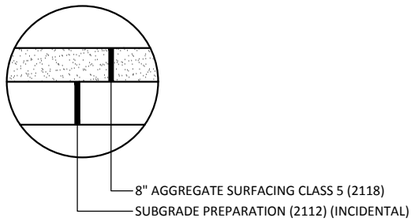
RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
PUMA STREET - EXISTING CONDITIONS & REMOVALS

SHEET C0.01



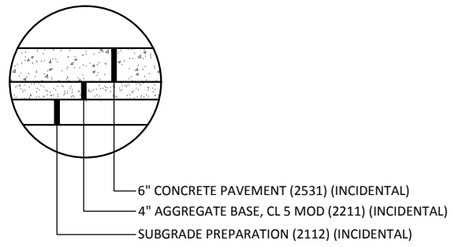
STREET TYPICAL SECTION - PUMA STREET NW

NOT TO SCALE



AGGREGATE SURFACING CLASS 5

NOT TO SCALE



CONCRETE PAVEMENT (LIFT STATION)

NOT TO SCALE

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City of RAMSEY

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RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
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REV	ISSUED FOR	DATE

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KEVIN P. KIELB

LIC. NO. 23211 DATE 09/20/2017

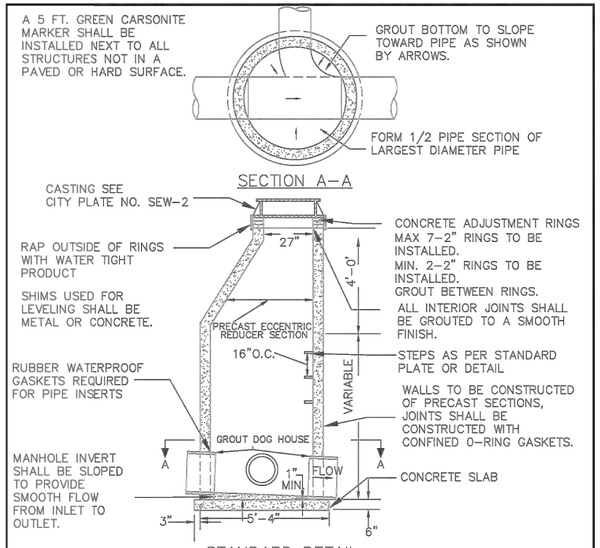
DESIGNED	JWC
DRAWN	EKD
CHECKED	KPK

RAMSEY, MINNESOTA

2017 PUMA STREET UTILITY IMPROVEMENTS

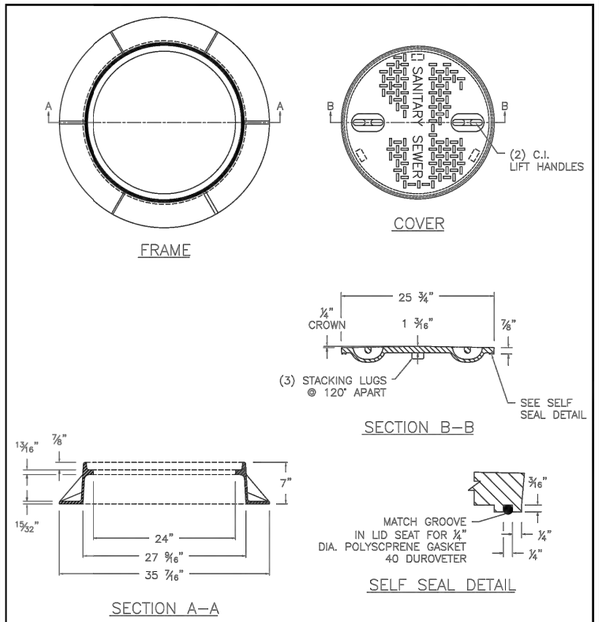
TYPICAL SECTIONS

SHEET C1.01



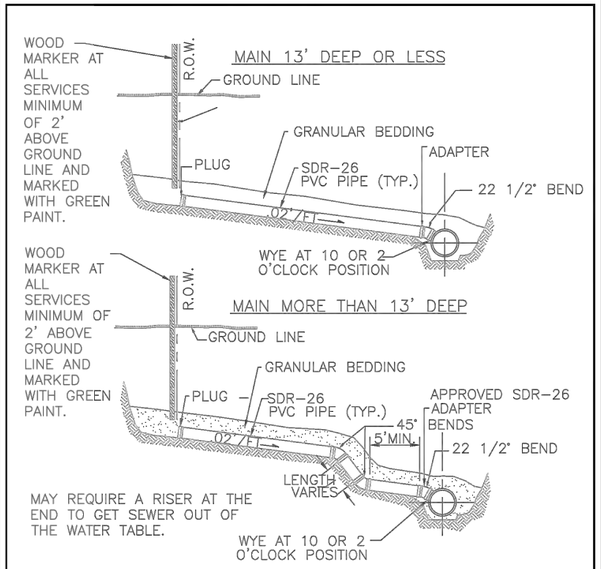
NOTES:
1. A 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES.
2. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE.
3. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS.
4. 6" BASE FOR ALL MANHOLES LESS THAN 14 FT. OF DEPTH, INCREASE BASE THICKNESS 2" PER 6 FT. OF DEPTH BEYOND 14 FT.
5. 5" PRECAST BASE MAY BE USED FOR MANHOLES LESS THAN 14 FT. DEEP.
6. ALL INVERTS TO BE 0.10' ABOVE OUTLET,

APPROVED: 1 – 2016	City of RAMSEY	STANDARD DETAILS: SANITARY MANHOLE
		CITY PLATE No. SEW–1



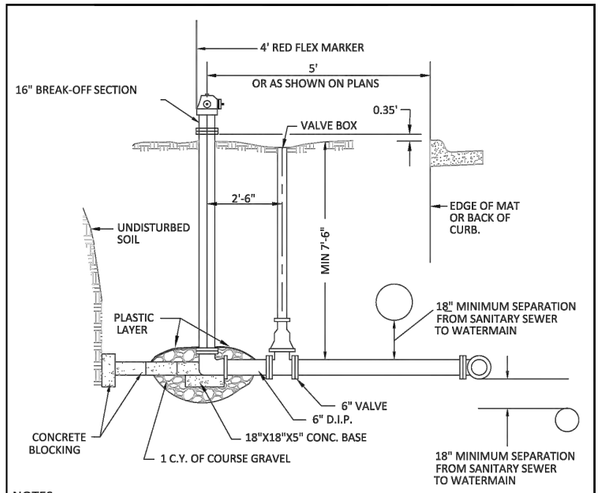
NOTE: NOT TO SCALE

APPROVED: 11 – 2015	City of RAMSEY	STANDARD DETAILS: WATER TIGHT CASTING
		CITY PLATE No. SEW–2



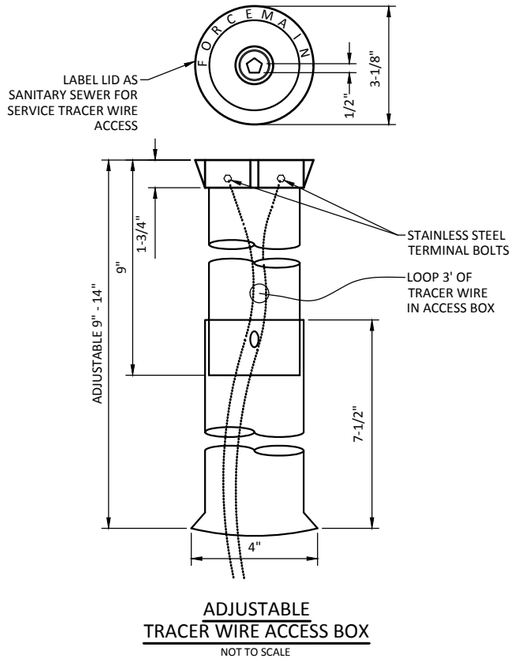
NOTES:
1. 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES
2. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE.
3. TRACER WIRE ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS.

APPROVED: 4 – 2016	City of RAMSEY	STANDARD DETAILS: SANITARY SEWER SERVICE
		CITY PLATE No. SEW–3



NOTES:
1. HYDRANT SHALL BE 5-1/4" WB67 WATEROUS PACER.
2. HYDRANTS TO BE ORDERED FOR 8'-0" BURY. IN AREAS OF EXTRA DEPTH ON THE WATERMAIN, HYDRANTS EXTENSIONS MAY BE REQUIRED.
3. HYDRANTS 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.
4. TOP NUT OF HYDRANT 2.5' ABOVE TOP BACK OF CURB OR BITUMINOUS SURFACE.
5. HYDRANTS BURIED BELOW WATER TABLE, DRAIN HOLES NEED TO BE PLUGGED AND HYDRANT MARKED BY PAINTING 5" CAP YELLOW.
6. BRUSH PAINT ALL HYDRANTS AFTER INSTALLATION IS COMPLETE.

APPROVED: 6 – 2017	City of RAMSEY	STANDARD DETAILS: HYDRANT
		CITY PLATE No. WAT–1



ADJUSTABLE
TRACER WIRE ACCESS BOX
NOT TO SCALE

City of RAMSEY

BOLTON & MENK

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RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV	ISSUED FOR	DATE

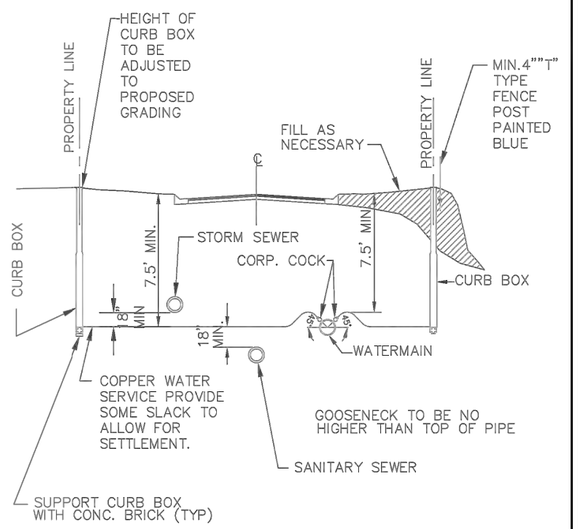
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

KEVIN P. KIELB
LIC. NO. 23211 DATE 09/20/2017

DESIGNED JWC
DRAWN EKD
CHECKED KPK

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
DETAILS

SHEET C1.02

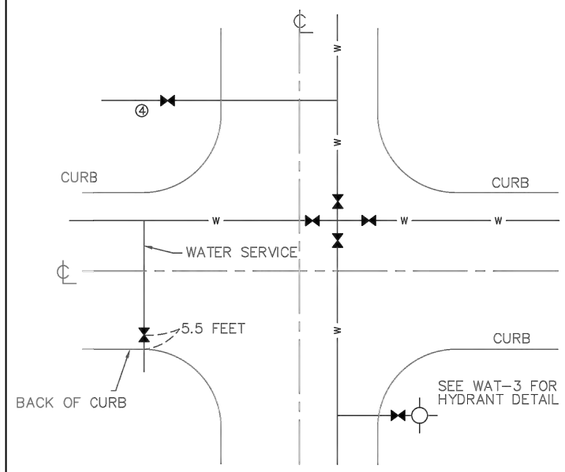


WATER SERVICE

NTS

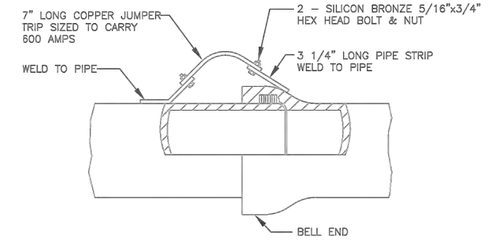
NOTES;
1. CURB BOX SHALL HAVE INTERNAL ROD

APPROVED: 4 - 2016	City of RAMSEY	STANDARD DETAILS: WATER SERVICE
		CITY PLATE No. WAT-2



NOTES:
1. VALVES TO BE CLUSTERED AT CROSS ON THE TEE BY PLACING IMMEDIATELY ADJACENT TO FITTINGS.
2. WATERMAIN TO BE LOCATED ON NORTH AND EAST SIDES OF STREET 10 FEET FROM CENTERLINE.
3. ALL SERVICE VALVES IN ROAD WAY SHALL BE 5.5 FEET FROM BACK OF CONCRETE CURB.
4. ALL VALVES NOT IN BITUMINOUS PAVEMENT SHALL BE MARKED WITH A BLUE 5 FOOT CARSONITE MARKER.

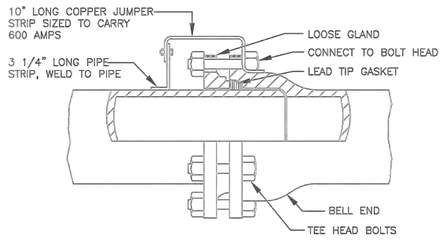
APPROVED: 4 - 2016	City of RAMSEY	STANDARD DETAILS: WATERMAIN VALVE LOCATION
		CITY PLATE No. WAT-3



PUSH ON JOINT

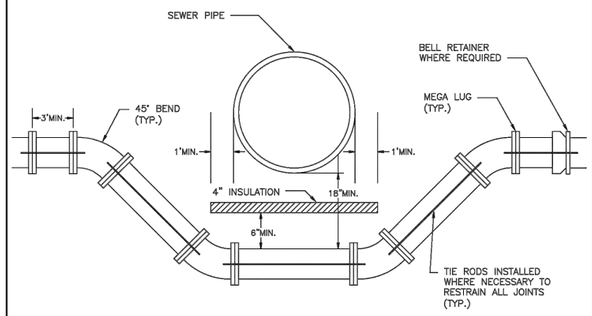
NOTE: DO NOT PASS CURRENT THROUGH PIPE UNLESS PIPE IS FULL OF WATER.

ALTERNATE METHOD BY AMERICAN CAST -IRON USING 4 COPPER CONTACT STRIPS IS AN APPROVED EQUAL TO ABOVE



MECHANICAL JOINT

APPROVED: 1 - 2016	City of RAMSEY	STANDARD DETAILS: JOINT CONNECTION
		CITY PLATE No. WAT-4



NOTE:
1. PROVIDE MEGA LUGS OR APPROVED EQUAL AT ALL JOINT'S ON BENDS AND AS SHOWN ON THIS STANDARD PLATE.
2. USE 2 - 3/4" DIAMETER TIE RODS. ALL TIE RODS TO BE COAL TAR COATED AFER INSTALLATION.
3. PROVIDE SAND CUSHION BETWEEN TOP OF WATERMAIN AND BOTTOM OF INSULATION, MIN. DIMENSIONS AS SHOWN ON THIS STANDARD PLATE.

NOTE: SEE STANDARD PLATE WAT-5 FOR UTILITY INSULATION REQUIREMENTS.

APPROVED: 6 - 2015	City of RAMSEY	STANDARD DETAILS: WATERMAIN LOWERING
		CITY PLATE No. WAT-7

City of RAMSEY

BOLTON & MENK

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REV	ISSUED FOR	DATE

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KEVIN P. KIELB
LIC. NO. 23211 DATE 09/20/2017

DESIGNED	JWC
DRAWN	EKD
CHECKED	KPK

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
DETAILS

SHEET C1.03

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

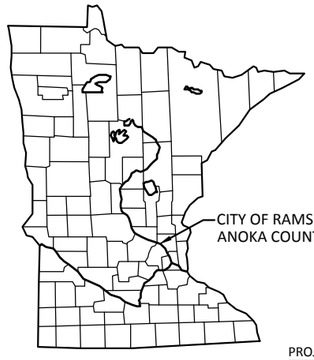
2017 PUMA STREET TRUNK UTILITY IMPROVEMENTS

CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

UNIVERSITY OF MINNESOTA

JASON COOK

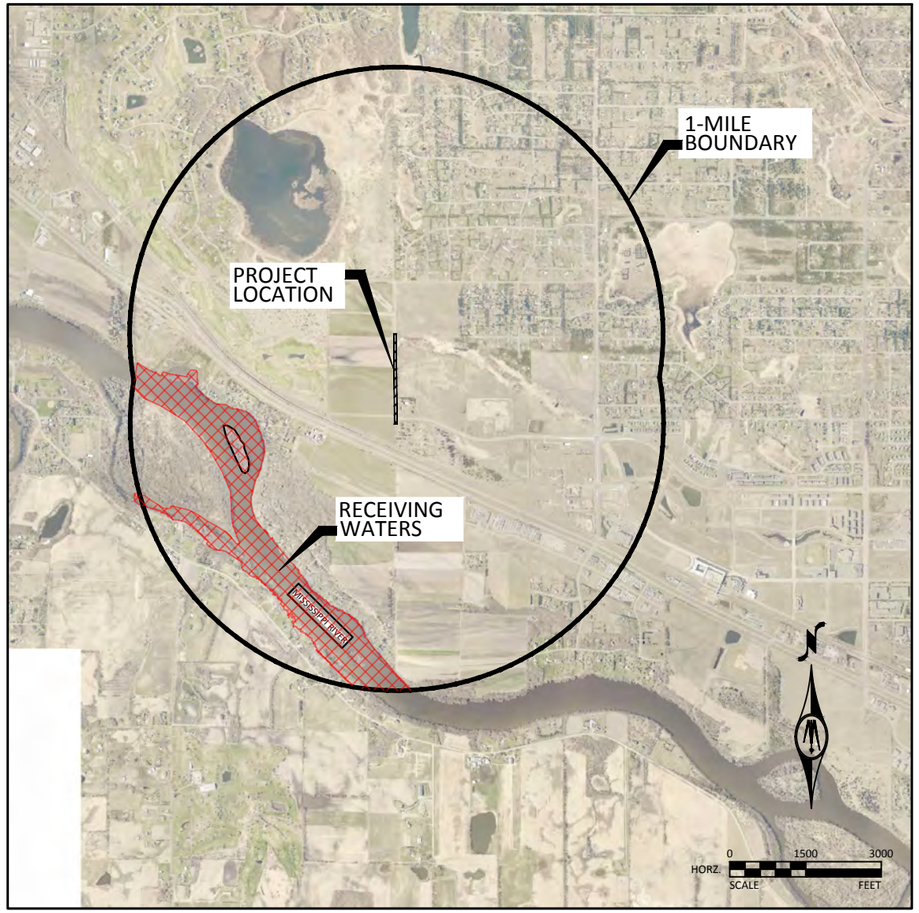
Design of Construction SWPPP (May 31, 2020)



CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

LEGEND

- PROJECT BOUNDARY
- IMPAIRED, SPECIAL OR PROTECTED WATERS
- PROJECT LOCATION



PROJECT AREAS:

Total Project Size (disturbed area) =	1.9	ACRES
Existing area of impervious surface =	1	ACRES
Post construction area of impervious surface =	1	ACRES
Total new impervious surface area created =	0	ACRES

Planned Construction Start Date: 09/18/2017
Estimated Construction Completion Date: 11/30/2018

PERMANENT STORMWATER MANAGEMENT SYSTEM:
Type of storm water management used if more than 1 acre of new impervious surface is created:

	Wet Sedimentation Basin
	Infiltration/Filtration
	Regional Pond
X	Permanent Storm Water Management Not Required

PROJECT LOCATION:

COUNTY	TOWNSHIP	RANGE	SECTION	LATITUDE	LONGITUDE
ANOKA	T32N	R25W	S29	45.2335620	-93.4804244

BMP SUMMARY	QUANTITY	UNIT
SEDIMENT CONTROL: SILT FENCE	3750	LIN FT
SEDIMENT CONTROL LOG	150	LIN FT
STABILIZED CONSTRUCTION EXIT	2	LUMP SUM
SEEDING (MIX 25-121, FERT TYPE 3 (22-5-10), STRAW MULCH TYPE 1)	1.6	ACRE

RESPONSIBLE PARTIES:
The Contractor and Owner must apply for coverage under the MPCA's General Storm Water Permit for Construction Activity as required by the National Pollutant Discharge Elimination System (NPDES) Phase II program. Coverage under the permit will begin automatically 7 calendar days after the electronic submittal date or after the postmarked date of a complete application. [Longer time frames apply to sites that disturb areas greater than 50 acres.]

The Contractor shall provide one or more trained Construction SWPPP Manager(s) knowledgeable and experienced in the application of erosion prevention and sediment control BMPs that will oversee the implementation of the SWPPP, and the installation, inspection and maintenance of the erosion prevention and sediment control BMPs. A Construction SWPPP Manager must be available for an on-site inspection within 72 hours upon request by the MPCA.

The Contractor shall provide one or more trained BMP Installer(s). The BMP Installer will perform and/or supervise the installation, maintenance and repair of BMPS. At least one individual on project must be trained in these job duties.

	COMPANY	CONTACT PERSON	PHONE
OWNER:	City of Ramsey	Bruce Westby	763-433-9825
SWPPP DESIGNER:	Bolton & Menk, Inc.	Jason Cook, P.E.	763-433-2851
CONTRACTOR:	TBD		
CONSTRUCTION SWPPP MANAGER:	TBD		
PARTY RESPONSIBLE FOR LONG TERM O&M:	City of Ramsey	Bruce Westby	763-433-9825

The SWPPP Designer and Construction SWPPP Manager must have appropriate training. Documentation showing training commensurate with the job duties and responsibilities is required to be included in the SWPPP prior to any work beginning on the site. Training documentation for the SWPPP Designer is included on this sheet. The Contractor shall attach training documentation to this SWPPP for the Construction SWPPP Manager prior to the start of construction. This information shall be kept up to date until the project NOT is filed.

ADDITIONAL COMPENSATION
Payment for all work associated with Erosion and Sediment Control shall be as described in the Project Manual. Unless otherwise authorized by the Owner no additional payment shall be made for any work required to administer and maintain the site erosion and sediment control in compliance with the Minnesota Pollution Control Agency (MPCA) - General Storm Water Permit for Construction Activity (MN R100001) including but not limited to inspection, maintenance, and removal of BMPs or addition of BMPs to accommodate Contractor phasing.

SPECIAL ENVIRONMENTAL CONSIDERATIONS:

1)	Was an environmental review required for this project or any part of a common plan of development or sale that includes all or any portion of this project?	NO
2)	Does any portion of the site have the potential to affect threatened or endangered species or their critical habitat?	NO
3)	Does any portion of this site discharge to a Calcareous fen.	NO
4)	Will any portion of the site potentially affect properties listed on the National Register of Historic Places or a known or discovered archeological site?	NO
5)	Have any Karst features have been identified in the project vicinity?	NO
6)	Is compliance with temporary or permanent stormwater management design requirements infeasible for this project?	NO
7)	Has the MN DNR promulgated "work in water restrictions" for any Public Water this site disharges to during fish spawning?	NO

GENERAL STORMWATER DISCHARGE REQUIREMENTS
All requirements listed in Part III of the Permit for the design of the permanent stormwater management system and discharge have been included in the preparation of this SWPPP. These include but are not limited to::

1. The expected amount, frequency, intensity, and duration of precipitation.
2. The nature of stormwater runoff and run-on at the site
3. Peak flow rates and stormwater volumes to minimize erosion at outlets and downstream channel and stream bank erosion.
4. The range of soil particle sizes expected to be present on the site.

DESCRIPTION OF CONSTRUCTION ACTIVITIES AND STORMWATER MANAGEMENT:
Construction activities include: Sanitary and Water installation, Temporary erosion and sediment control.

Trunk Watermain and Trunk Sanitary Sewer networks are being added to the Puma Street corridor. The roadway is to be restored to a gravel surface in preparation of a future project where the roadway will be reconstructed entirely.

Existing drainage patterns and discharges are proposed to remain in pre-construction conditions. All modifications to this SWPPP shall be approved by the Engineer and remain on-site during construction.

DOCUMENT RETENTION
The following documentation will be retained for a period of not less than 3-years from the date of submittal of the NOT in compliance with Part III.E of the Permit.

1. The final SWPPP
2. Copies of all stormwater related permits required for the project
3. Records of all inspection and maintenance conducted during construction
4. Copies of all permanent operation and maintenance agreements; including all right-of-way, contracts, covenants and other binding requirements regarding perpetual maintenance, and
5. All required calculations for design of the temporary and permanent BMPs.

RECEIVING WATERS:
Receiving waters, including surface water, wetlands, Public Waters, and stormwater ponds, are identified on the USGS 7.5 min quad map within one mile of the project boundary. Receiving waters that are impaired, the impairment, and WLA are listed as follows. All specific BMPs relative to construction activities listed in this permit for special and impaired waters have been incorporated into this plan. All specific BMPs listed in approved TMDLs and those BMPs listed for construction related waste load allocations have also been incorporated.

NAME OF WATER BODY	TYPE (ditch, pond, wetland, lake, etc.)	Appendix A Special Water?	Flows to Impaired Water Within 1 Mile?	USEPA Approved TMDL?
MISSISSIPPI RIVER	RIVER	YES	YES, NOT FOR CONST	YES, NOT FOR CONST
Impairments: MERCURY				

IMPLEMENTATION SCHEDULE AND PHASING:

1) Submit SWPPP Updates to Engineer. Submittal shall include any requested changes to the SWPPP, including but not limited to: Trained Personnel, Locations for Stockpiles, Types and Locations of Erosion & Sediment Control. Failure to submit updates shall be considered acceptance of the SWPPP as designed with no changes.
2) Install perimeter sediment control, inlet protection, and construction exit.
3) Add additional temporary BMPs as necessary during construction based on inspection reports and construction activities.
5) Stabilize site.
6) Ensure final stabilization measures are complete.
7) Submit Notice of Termination (NOT) to MPCA within 30 days of final stabilization. The City must be contacted and grant approval prior to filing the Notice of Termination.

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City of RAMSEY

BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
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REV	ISSUED FOR	DATE

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KEVIN P. KIELB
LIC. NO. 23211 DATE 09/20/2017

DESIGNED JWC
DRAWN EKD
CHECKED KPK

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
STORM WATER POLLUTION PREVENTION PLAN

SHEET C2.01

Information contained in this SWPPP narrative sheet summarizes requirements of the GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM PROGRAM - Permit No: MN RI0000I as they apply to this project. All provisions of the permit including those not specifically cited herein shall apply to this project. The Contractor is responsible to be familiar with and comply with all conditions of the permit. The full text of the permit is available at:
http://www.pca.state.mn.us/index.php/water/water-types-and-programs/stormwater/construction-stormwater/mpca-to-re-issue-construction-stormwater-general-permit.html

SWPPP AMENDMENTS

Permittee must amend SWPPP as necessary to include additional requirements to correct problems identified or address the following situations.

1. There is a change in design, construction, operation, maintenance, weather or seasonal conditions.
2. Inspections or investigations by site owner or operators, USEPA or MPCA officials determine the SWPPP is not minimizing discharge of pollutants to surface waters or underground waters or discharges are causing water quality standard exceedances.
3. The SWPPP is not achieving the objectives of minimizing pollutants in stormwater discharges associated with construction activity, or the SWPPP is not consistent with the terms and conditions of the permit.
4. The MPCA determines that the project's stormwater discharges may cause, have reasonable potential to cause, or contribute to non-attainment of any applicable water quality standard, or the SWPPP does not incorporate the applicable requirements of the permit.

EROSION PREVENTION PRACTICES

The location of areas not to be disturbed must be delineated on the project before site work begins.

Disturbance on steep slopes (>33.3%) shall be minimized. Where required, techniques such as phasing and stabilizing practices designed for steep slopes shall be used.

All exposed soils must be stabilized as soon as possible, but in no case later than 7 days after the construction activity has temporarily or permanently ceased.

For public waters that have been promulgated "work in water restrictions" during fish spawning time frames, all exposed soil areas that are within 200 feet of the water's edge, and drain to these waters must complete stabilization within 24-hours during the time period.

Stormwater conveyance channels shall be routed around unstabilized areas. Erosion controls and velocity dissipation devices shall be used at outlets within and along the length of any constructed conveyance channel.

The normal wetted perimeter of all ditches or swales, including storm water management pond slopes, that drain waters from the site must be stabilized within 200' of any property edge or discharge point, including storm sewer inlets, within 24 hours of connection.

Stabilization of the remaining portions of any temporary or permanent ditches or swales within 7 calendar days after connecting to a surface water or property edge and construction in that portion of the ditch has temporary or permanently ceased.

Temporary or permanent ditches or swales used as sediment containment during construction do not need to be stabilized during temporary period of use and shall be stabilized within 24 hours after no longer used as sediment containment.

Mulch, hydromulch, tackifier, or similar practice shall not be used in any portion of a temporary or permanent drainage ditch. Refer to erosion and sediment control plan for temporary and permanent stabilization measures for ditches and swales.

Stormwater discharges shall be directed to vegetated areas where feasible. Velocity dissipation devices shall be used at discharge point.

Phased construction will be used to extent practical or as indicated in the plans to minimize exposed soils.

Rapid stabilization shall be of type and quantity indicated in the project specifications. Additional rapid stabilization may be necessary to minimize erosion throughout the duration of the project. Type and quantity shall be determined by the engineer or inspector prior to installation. In extreme cases, the contractor shall use any available rapid stabilization to immediately mitigate erosion, then further remedy the situation with approval by owner or engineer.

SEDIMENT CONTROL PRACTICES

Practices must be established on all down gradient perimeters and be located up gradient of any buffer zones. Perimeter controls must be in place before up gradient land- disturbing activities begin and shall remain in place until final stabilization.

All sediment controls practices shall be re-installed if they have been adjusted or removed to accommodate short-term activities and replaced immediately after the short term activity has ceased. Short term activities shall be performed as quickly as possible. Sediment control practices shall be re-installed even before the next precipitation event if the activity is not complete.

All storm drains must be protected by appropriate BMPs during construction until all sources to the inlet have been stabilized. Inlet protection may be removed for specific safety concerns identified by the Permittee or jurisdictional authority. The removal shall be documented in the SWPPP and retained on site. Temporary stockpiles must have silt fence or other effective sediment controls and shall not be placed in surface waters or natural buffers.

Vehicle tracking BMPs shall be installed to minimize track out of sediment from the construction site. Method shall be approved by engineer prior to commencement of construction activities. Street sweeping shall be used if vehicle tracking BMPs are not adequate to prevent sediment from being tracked onto the street.

Soil compaction shall be minimized and topsoil shall be preserved, unless infeasible or if construction activities dictate soil compaction or topsoil stripping.

A 50 foot natural buffer, or redundant BMPs (where a buffer is infeasible) must be maintained when a surface water is located within 50 feet of disturbance activities and site runoff flows to the surface water.

If polymers, flocculants, or other sedimentation treatment chemicals are used on site, 1) conventional erosion and sediment controls shall be sowed prior to chemical placement, 2) chemicals shall be chosen based on soil types, and expected turbidity, pH, and flow rate of stormwater flowing into the treatment system, and 3) chemicals shall be used with accepted engineering practices and dosing specifications.

TEMPORARY SEDIMENTATION BASINS

The temporary sedimentation basin shall be constructed and made operational prior to disturbance of 10 or more acres draining to a common location.

Temporary sedimentation basins are required prior to runoff leaving the construction site or entering surface waters when 10 or more acres of disturbed soils drain to a common location. The basin must provide 3,600 cubic feet of "storage below the outlet per acre drained. If hydraulic calculations are available, the temporary sedimentation basin must provide a storage volume equivalent to the 2-year, 24-hour storm, but in no case less than 1800 cubic feet per acre drained. The temporary sedimentation basin must be constructed and made operational concurrent with the start of soil disturbance up gradient of the pond. The temporary sedimentation basin shall be designed to prevent short circuiting. The outfall shall be designed to remove floatable debris, allow for complete drawdown of the pond for maintenance activities, and have energy dissipation. The emergency spillway shall be stabilized.

Temporary sedimentation basins shall be situated outside of surface waters and any required buffer zone, and must be designed to avoid draining wetlands, unless the impact is in compliance with the requirements of this permit.

Excessive sediment-laden water that is not properly filtered will not be permitted to discharge from site.

DEWATERING AND BASIN DRAINING

Turbid or sediment-laden waters related to dewatering or basin draining shall be discharged to a temporary or permanent sedimentation basin on the project site unless infeasible. The temporary or permanent basin may discharge to surface waters if the basin water has been visually checked to ensure adequate treatment has been obtained in the basin and that the nuisance conditions will not result from the discharge. Discharge points shall be adequately protected from erosion and proper velocity dissipation provided.

All water from dewatering or basin-draining activities must be discharged in a manner that does not cause nuisance conditions, erosion in the receiving channels or on down slope properties, or inundation in wetlands causing significant adverse impacts to the wetland.

If filters with backwash waters are used, the backwash water shall be hauled away for disposal, returned to the beginning of the treatment process, or incorporated into site in a manner that does not cause erosion. Backwash water may be discharged to sanitary sewer if permission is granted by the sanitary sewer authority.

POLLUTION PREVENTION

Building products that have the potential to leach pollutants must be under cover to prevent discharge or protected by an effective means designed to minimize contact with stormwater.

Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials must be under cover.

Hazardous materials and toxic waste must be properly stored in sealed containers to prevent spills, leaks or other discharge. Restricted access storage areas must be provided to prevent vandalism.

Solid waste must be stored, collected and disposed of in compliance with Minn. R. CH 7035.

Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. CH 7041.

Discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded shall be prevented using drip pans or absorbents. Supplies shall be available at all times to clean up discharged materials and that an appropriate disposal method must be available for recovered spilled materials.

Exterior vehicle or equipment washing on the project site shall be limited to a defined area of the site. Runoff from the washing area shall be contained in a sediment basin or other similarly effective controls and waste from the washing activity must be properly disposed of. No engine degreasing is allowed on site. Effective containment for all liquid and solid wastes generated by concrete and other washout operations related to construction activity shall be effectively contained. Liquid and solid washout waste shall not contact the ground, and containment must be designed so that it does not result in runoff from the washout operations or areas. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.

INFESTED WATERS:

MN DNR permits are not valid for work in waters that are designated as infested waters unless accompanied by an Infested Waters Permit or written notification has been obtained from MN DNR stating that such permit is not required. There is no exception for pre-existing permits. If a MN DNR Permit has been issued for the project and the water is later designated as infested, the Contractor shall halt all work covered by the MN DNR Permit until until such time as an Infested Waters Permit is obtained or that written notification is obtained stating that such permit is not required.

INSPECTION & MAINTENANCE

A trained person shall routinely inspect the entire construction site at least once every 7 days during active construction and within 24-hours after a rainfall event greater than 0.5 inches in 24 hours. Following an inspection that occurs within 24-hours after a rainfall event, the next inspection must be conducted within 7 days.

All inspections and maintenance conducted during construction must be recorded within 24 hours in writing and records must be retained with the SWPPP. Inspection report forms are available in the Project Specifications. Inspection report forms other than those provided shall be approved by the engineer. All inspection logs must be submitted to the City. Inspection notes after a rainfall event and weekly notes must be emailed to the City Inspector. The complete history must be submitted prior to finalizing the project.

Where parts of the project site have permanent cover, but work remains on other parts of the site, inspections may be reduced on these areas to once per month.

Where the site has permanent cover on all exposed areas and no construction activity is occurring anywhere on site, the site must be inspected during non-frozen conditions at least once per month for 12 months. Following the 12th month of permanent cover and no construction activity, inspections shall be terminated until construction activity resumes or notification from MPCA has been issued that erosion has been detected at the site.

During frozen ground conditions, inspections may be suspended and shall resume within 24 hours after runoff occurs or 24 hours prior to resuming construction activity, whichever is first.

Inspection and maintenance shall resume until another Permittee has obtained coverage under this Permit or the project has undergone Final Stabilization, and an NOT has been submitted.

All erosion prevention and sediment control BMPs shall be inspected to ensure integrity and effectiveness during all routine and post-rainfall inspections. All non-functioning BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access.

All perimeter control devices must be repaired, replaced, or supplemented when they become non-functional or the sediment reaches one-half (1/2) of the height of the device. These repairs must be made by the end of the next business day after discovery, or as soon as field conditions allow.

Temporary and permanent sediment basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches one-half (1/2) the storage volume. Drainage and sediment removal must be completed within 72 hours of discovery, or as soon as field conditions allow.

Surface waters, including drainage ditches and conveyance systems, must be inspected for erosion and sediment deposition during each inspection. All deltas and sediment deposited in drainage ways, catch basins, and other drainage systems shall be removed. The removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints. The Permittee is responsible for obtaining all applicable permits prior to conducting any work in surface waters.

Construction site vehicle exit locations must be inspected for evidence of off-site sediment tracking onto paved surfaces. Tracked sediment must be removed from all paved surfaces both on and off within 3-hours after notification by the City that sweeping is required.

Streets and other areas adjacent to the project must be inspected for evidence of off-site accumulations of sediment. If sediment is present, it must be removed in a manner and at a sufficient frequency to minimize off-site impacts.

All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and that equipment is not being driven across the infiltration area.

FINAL STABILIZATION

Final Stabilization is not complete until all of the following requirements have been met:

1. All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70% of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
2. Permanent stormwater management system is constructed, meets all requirements of the Permit, and is operating as designed. Temporary or permanent sedimentation basins that are to be used as permanent water quality management basins have been cleaned of any accumulated sediment. All sediment has been removed from conveyance systems, and ditches are stabilized with permanent cover.
3. All temporary synthetic and structural erosion prevention and sediment control BMPs have been removed. BMPs designed to decompose on site may be left in place.
4. For residential construction only, individual lots are considered finally stabilized if the structure(s) are finished, temporary erosion protection and down gradient perimeter control has been completed and the residence has been sold to the homeowner. Also, the "Homeowner Fact Sheet" has been provided to the homeowner

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KEVIN P. KIELB
LIC. NO. 23211 DATE 09/20/2017

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DRAWN	EKD
CHECKED	KPK

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
SWPPP NARRATIVE

SHEET C2.02



LEGEND

PROJECT BOUNDARY

D67A — SOIL TYPE AND BOUNDARY

SOIL TYPE SUMMARY

Map Unit Symbol	Soil Name	Hyd. Soil Group	Erodibility
MUSYM	MUNAME	HYDGRP	MUHELCL
D67A	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 0 TO 2 PERCENT SLOPES	A	NHEL
D67B	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 2 TO 6 PERCENT SLOPES	A	NHEL
D67C	HUBBARD LOAMY SAND, MISSISSIPPI RIVER VALLEY, 6 TO 12 PERCENT SLOPES	A	PHEL
Dp	DUELM LOAMY SAND, 0 TO 2 PERCENT SLOPES	A	NHEL
D20A	ISAN SANDY LOAM, 0 TO 2 PERCENT SLOPES	A/D	NHEL

NHEL - Not Highly Erodible Land
PHEL - Potentially Highly Erodible Land
HEL - Highly Erodible Land

LOCATION OF SWPPP REQUIREMENTS IN PROJECT PLAN

DESCRIPTION	SHEET NO.
SITE MAP	C2.01
DIRECTION OF FLOW	C2.05
FINAL STABILIZATION	C2.05
SOILS	C2.02
EROSION & SEDIMENT CONTROL DETAILS	C2.04
NARRATIVE & NOTES	C2.01 - C2.03

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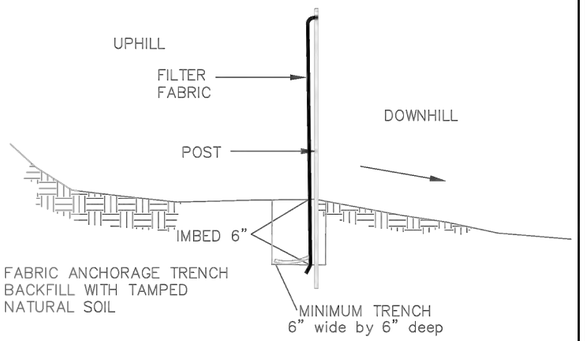
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RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
SWPPP SOILS MAP

SHEET C2.03

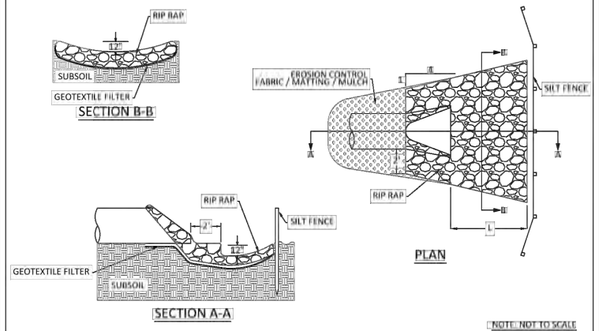


INSTALL AS PER FILTER FABRIC MANUFACTURER'S RECOMMENDATIONS

SILT FENCE DETAIL

NO SCALE

APPROVED:		STANDARD DETAILS:
1 – 2016	City of RAMSEY	SILT FENCE
		CITY PLATE No. ERO–1



NOTE: NOT TO SCALE

NOTES:

1. ON SLOPES 4:1 OR GREATER, ANCHOR OR STRAIGHT DISKED STRAW MULCH, SEEDED NETTING, GABRIC, OR MATTING SUCH AS EXCELSIOR SHALL BE USED TO STABILIZE DISTURBED SOILS. THESE EXPOSED SOILS MUST BE STABILIZED IMMEDIATELY AFTER GRADING OF SOIL IS COMPLETE.
2. A SKIRTING OF EROSION CONTROL FABRIC OR MULCH MUST BE USED TO PROTECT OUTLETS AS ILLUSTRATED REGARDLESS OF SLOPE.
3. RIP RAP IS CLASS III PLACED 18" THICK.
4. FOR PIPE GREATER THAN 48" DIAMETER OR 58" SPAN, QUANTITY OF GEOTEXTILE FABRIC AND RIP RAP WILL BE HANDLED IN A CASE BY CASE MANNER.
5. GEOTEXTILE FABRIC SHALL COVER THE BOTTOM AND SIDES OF THE AREA EXCAVATED FOR THE RIP RAP MATERIAL.

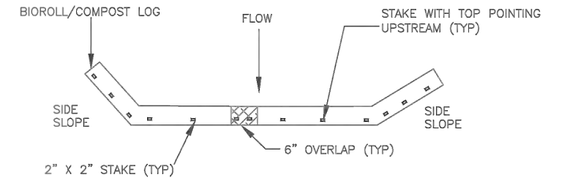
RIP RAP AT RCP OUTLETS

DIA. OF PIPE (IN.)	L (FT.)	GEOTEXTILE FABRIC (SY)	18" DEPTH RIP RAP (CU. YD)
12	8	19.6	4.4
15	8	20.8	4.8
18	10	25.6	6.4
21	10	27.4	7.1
24	12	33.4	9.2
27	12	35.2	9.9
30	14	41.6	12.3
36	16	50.5	15.8
42	18	57.8	18.7
48	20	66.5	22.2

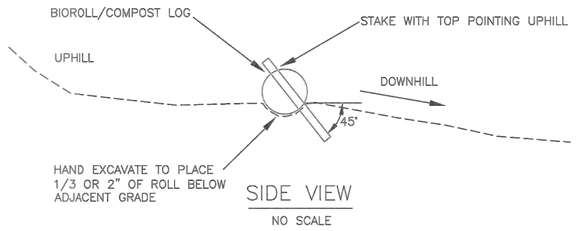
RIP RAP AT RCP-A OUTLETS

SPAN OF PIPE (IN.)	L (FT.)	GEOTEXTILE FABRIC (SY)	18" DEPTH RIP RAP (CU. YD)
22	10	25.6	6.1
28	12	33.2	8.5
36	14	41.5	11.2
43	16	50.5	14.3
51	18	57.5	16.9
58	20	65.2	19.8

APPROVED:		STANDARD DETAILS:
9 – 2016	City of RAMSEY	RIP–RAP
		CITY PLATE No. ERO–3



PLAN VIEW



SIDE VIEW

NO SCALE

NOTE:

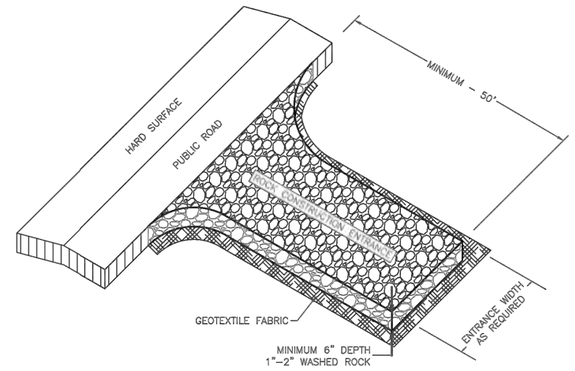
STAKE INTO GROUND WITH WOOD STAKES DRIVING STAKE 6" INTO GROUND AND PROTRUDING 2" ABOVE LOG

WOOD STAKES ARE A MINIMUM 0.5" X 2" X 16" AND PLACED EVERY 1' UNLESS PRECLUDED BY A ROCK

WHEN MORE THAN 1 BIOROLL/COMPOST LOG IS NEEDED, OVERLAP ENDS A MINIMUM OF 6" AND STAKE

WOOD STAKES ARE DRIVEN THROUGH BACK HALF OF BIOROLL OR COMPOST LOG AT 45° ANGLE WITH TOP OF STAKE POINTING UPHILL

APPROVED:		STANDARD DETAILS:
3 – 2016	City of RAMSEY	BIO ROLL (COMPOST LOG)
		CITY PLATE No. ERO–4



NOTE:

1. MINIMUM CONSTRUCTION ENTRANCE WIDTH EQUAL TO PROPOSED ROADWAY WIDTH.
2. WIDTH OF RADIUS AS REQUIRED TO ENSURE VEHICLES DO NOT TRACK ONTO PUBLIC ROAD.
3. MAINTAINENCE AS REQUIRED TO PREVENT TRACKING ONTO PUBLIC ROADS. THIS MAY REQUIRE TOP DRESSING WITH ADDITIONAL ROCK OR REMOVAL AND REINSTALLATION OF THE ENTRANCE AS NEEDED.

NOT TO SCALE

APPROVED:		STANDARD DETAILS:
1 – 2016	City of RAMSEY	ROCK CONSTRUCTION ENTRANCE
		CITY PLATE No. ERO–5

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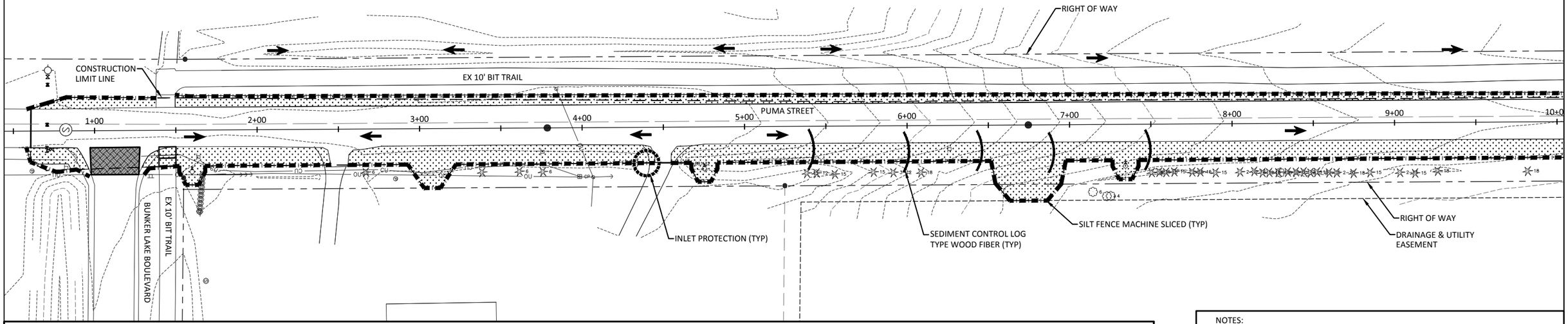
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LIC. NO. 23211 DATE 09/20/2017

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RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
EROSION CONTROL DETAILS

SHEET C2.04

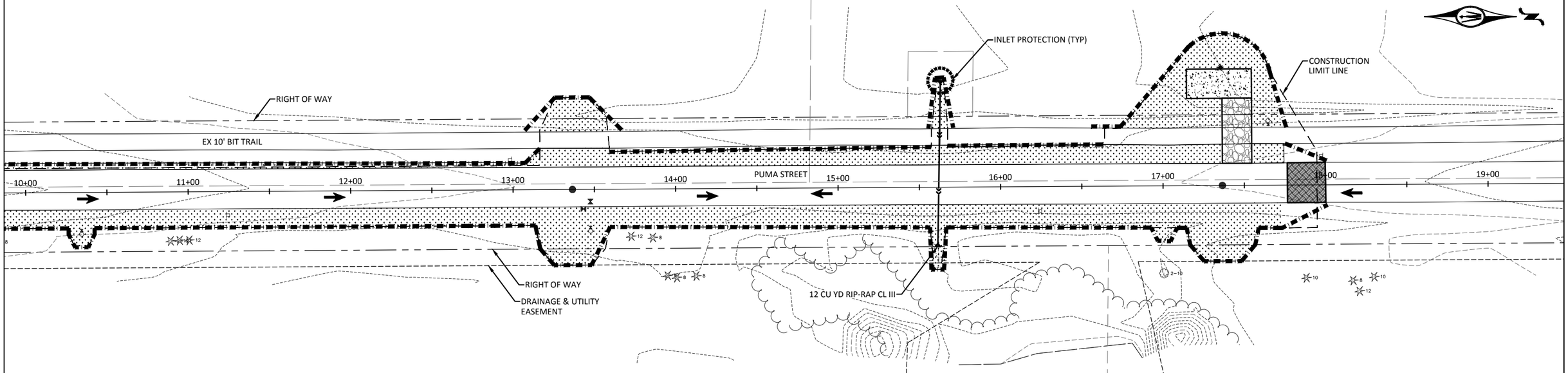


LEGEND

- STABILIZED CONSTRUCTION EXIT
- SEEDING, MIX 25-121, FERTILIZER TYPE 3 (22-5-10), STRAW MULCH TYPE 1
- CONCRETE
- TEMPORARY LIFT STATION ACCESS
- SILT FENCE TYPE MACHINE SLICED
- SURFACE FLOW ARROW
- CULVERT INLET PROTECTION
- SEDIMENT CONTROL LOGS TYPE WOOD FIBER
- MONUMENT FOUND
- ANCHOR
- APRON
- CP COMMUNICATION PEDESTAL
- HYDRANT
- POST
- SANITARY MANHOLE
- TRAFFIC SIGN
- DECIDUOUS TREE
- CONIFER TREE
- BUSH
- TREE STUMP
- UTILITY POLE
- WATER VALVE
- CU UNDERGROUND COMMUNICATIONS LINE
- OU OVERHEAD UTILITY LINE
- STORM SEWER
- SANITARY SEWER
- INTERMEDIATE CONTOURS
- INDEX CONTOURS
- EASEMENT LINE
- PROPERTY / LOT LINE
- ROAD RIGHT-OF-WAY LINE
- CONSTRUCTION LIMIT LINE

NOTES:

1. INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION.
2. A STREET SWEEPER MUST BE AVAILABLE WITHIN 3 HOURS UPON NOTICE FROM THE CITY THAT THE STREETS NEED TO BE SWEPT
3. ALL SILT FENCE TO BE REMOVED ONCE SEED IS ESTABLISHED.
4. STABILIZED CONSTRUCTION EXIT SHALL INCLUDE A ROCK FILTER BERM AT A MINIMUM TWO FEET IN HEIGHT AND SIDE SLOPES OF 4:1 AT THE SITE EXIT.
5. ALL SEDIMENT TRACKED ON CITY STREETS SHALL BE SWEPT IMMEDIATELY UPON DISCOVERY.
6. INLET PROTECTIONS AT CULVERT APRONS ARE TO BE CONSTRUCTED OF SILT FENCE



0 30 60
SCALE FEET

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LIC. NO. 23211 DATE 09/20/2017

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CHECKED	KPK

RAMSEY, MINNESOTA

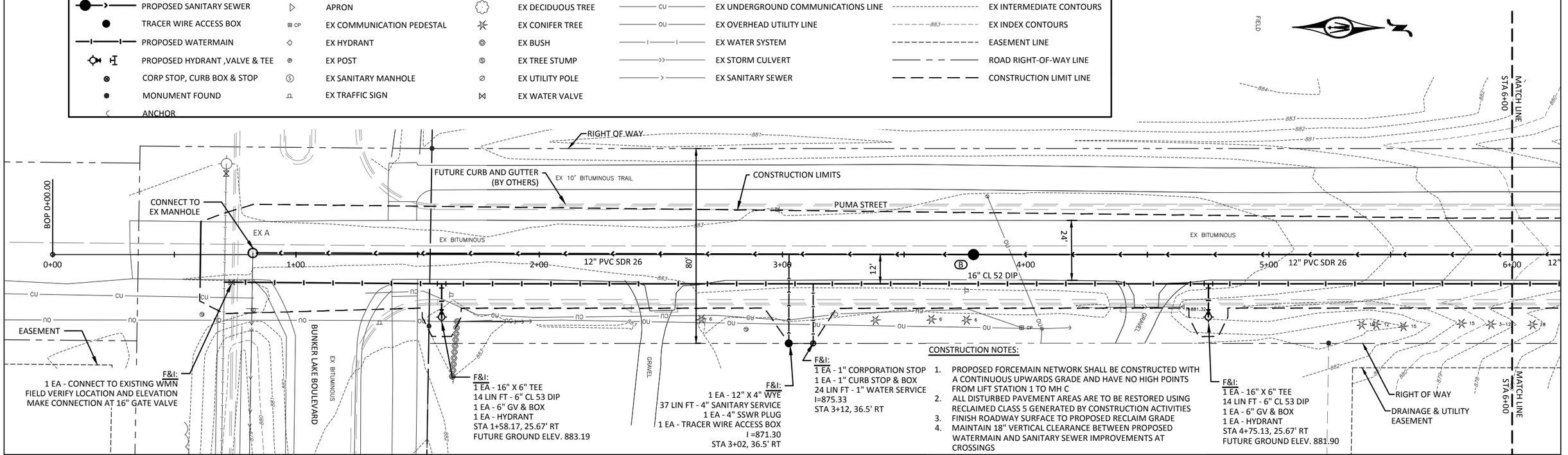
2017 PUMA STREET UTILITY IMPROVEMENTS

PUMA STREET - EROSION CONTROL AND RESTORATION

SHEET C2.05

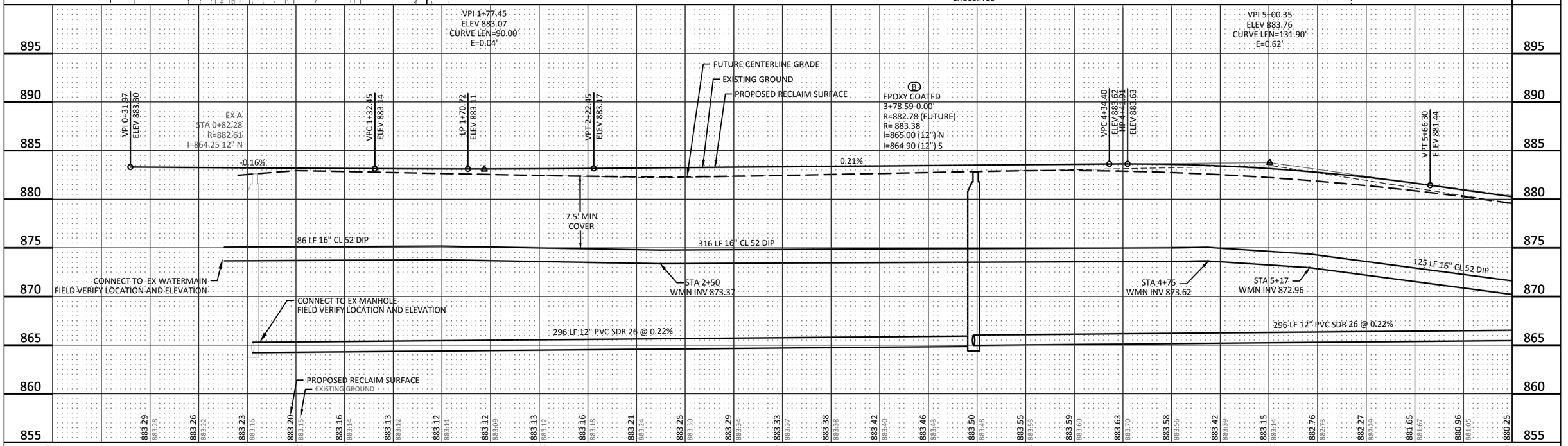
LEGEND

- PROPOSED SANITARY SEWER
- TRACER WIRE ACCESS BOX
- PROPOSED WATERMAIN
- PROPOSED HYDRANT ,VALVE & TEE
- CORP STOP, CURB BOX & STOP
- MONUMENT FOUND
- ANCHOR
- APRON
- EX COMMUNICATION PEDESTAL
- EX HYDRANT
- EX POST
- EX SANITARY MANHOLE
- EX TRAFFIC SIGN
- EX DECIDUOUS TREE
- EX CONIFER TREE
- EX BUSH
- EX TREE STUMP
- EX UTILITY POLE
- EX WATER VALVE
- EX UNDERGROUND COMMUNICATIONS LINE
- EX OVERHEAD UTILITY LINE
- EX WATER SYSTEM
- EX STORM CULVERT
- EX SANITARY SEWER
- EX INTERMEDIATE CONTOURS
- EX INDEX CONTOURS
- EASEMENT LINE
- ROAD RIGHT-OF-WAY LINE
- CONSTRUCTION LIMIT LINE



CONSTRUCTION NOTES:

1. PROPOSED FORCEMAIN NETWORK SHALL BE CONSTRUCTED WITH A CONTINUOUS UPWARDS GRADE AND HAVE NO HIGH POINTS FROM LIFT STATION 1 TO MH C
2. ALL DISTURBED PAVEMENT AREAS ARE TO BE RESTORED USING RECLAIMED CLASS 5 GENERATED BY CONSTRUCTION ACTIVITIES
3. FINISH ROADWAY SURFACE TO PROPOSED RECLAIM GRADE
4. MAINTAIN 18" VERTICAL CLEARANCE BETWEEN PROPOSED WATERMAIN AND SANITARY SEWER IMPROVEMENTS AT CROSSINGS



HORZ. SCALE 0 20 40 FEET
VERT. SCALE 0 5 10 FEET

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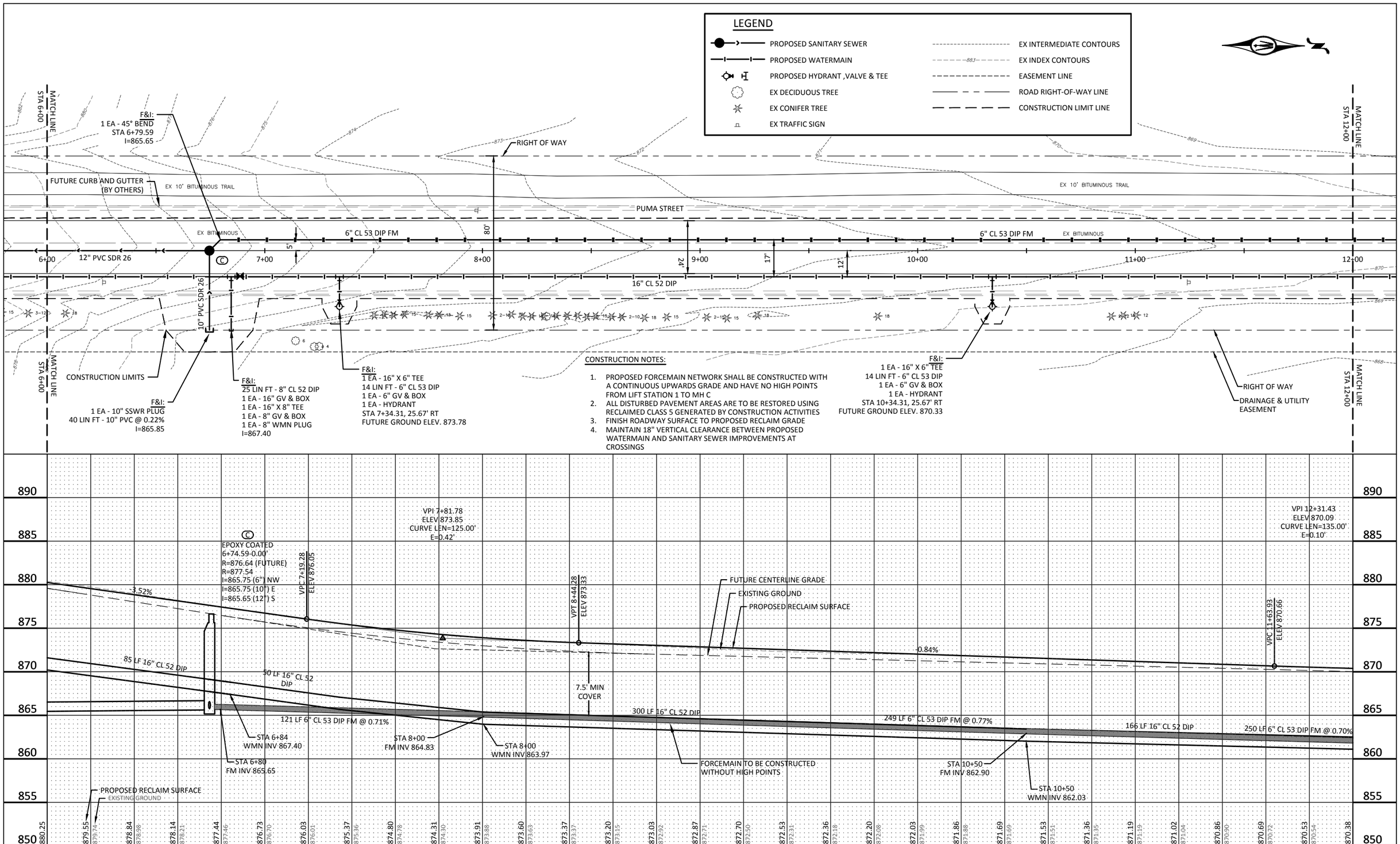
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RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
SANITARY SEWER AND WATERMAIN PLAN AND PROFILE

SHEET C4.01



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RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
SANITARY SEWER AND WATERMAIN PLAN AND PROFILE

SHEET C4.02

LEGEND

PROPOSED SANITARY SEWER
PROPOSED WATERMAIN
PROPOSED FORCEMAIN
EX DECIDUOUS TREE
EX CONIFER TREE
EX TRAFFIC SIGN
TRACER WIRE ACCESS BOX
PROPOSED HYDRANT ,VALVE & TEE
EX INTERMEDIATE CONTOURS
EX INDEX CONTOURS
EASEMENT LINE
ROAD RIGHT-OF-WAY LINE
CONSTRUCTION LIMIT LINE

FUTURE WATERMAIN (BY OTHERS)
FUTURE SANITARY SEWER (BY OTHERS)
CONSTRUCTION LIMITS
FUTURE CURB AND GUTTER (BY OTHERS)
F&I: 1 EA - 8" SSWR PLUG 45 LIN FT - 8" PVC @ 0.40% I=845.61
F&I: 55 LIN FT - 8" CL 52 DIP EA - 8" GV & BOX 1 EA - 8" WMN PLUG I=860.87
F&I: 1 EA - LOWER WATERMAIN
RIGHT OF WAY
PUMA STREET
EX 10' BITUMINOUS TRAIL
EX BITUMINOUS
8" PVC SDR 26
6" CL 53 DIP FM
12" PVC SDR 26
10" PVC SDR 26
16" DIP CL 52
102 LF 15" RC PIPE @ 0.24%
FES 1 15+63.32-65.50' L I=866.66 (15") E
FES 2 15+61.19-36.50' R I=866.42 (15") W
F&I: 1 EA - 45° BEND STA 16+57.66 I=860.69
LIFT STATION 1
F&I: 52 LIN FT - 6" CL 53 DIP 1 EA - 6" GV & BOX 1 EA - HYDRANT STA 17+64.85, 39.70' LT FUTURE GROUND ELEV. 870.05
F&I: 1 EA - 10" SSWR PLUG
F&I: 1 EA - 16" X 8" CROSS 1 EA - 16" GV & BOX 1 EA - 8" GV & BOX
F&I: 11 LIN FT - 8" CL 52 DIP 3 LIN FT- 6" CL 53 DIP 1 EA - 6" TO 8" REDUCER 1 EA - 6" GV & BOX 1 EA - HYDRANT STA 13+47.52, 25.67' RT FUTURE GROUND ELEV. 869.40
F&I: 10" PIPE PLUG 40 LIN FT - 10" PVC @ 0.28% I=845.58
F&I: 1 EA - 16" X 6" TEE 1 EA - 16" GV & BOX 1 EA - 16" WMN PLUG
F&I: 1 EA - 10" PIPE PLUG 40 LIN FT - 10" PVC @ 0.28% I=844.58
CONSTRUCTION LIMIT LINE
RIGHT OF WAY
DRAINAGE & UTILITY EASEMENT
NON-DELINIATED WETLAND
MATCH LINE STA 12+00
MATCH LINE STA 18+00
80'
12'
24'

CONSTRUCTION NOTES:

1. PROPOSED FORCEMAIN NETWORK SHALL BE CONSTRUCTED WITH A CONTINUOUS UPWARDS GRADE AND HAVE NO HIGH POINTS FROM LIFT STATION 1 TO MH C
2. ALL DISTURBED PAVEMENT AREAS ARE TO BE RESTORED USING RECLAIMED CLASS 5 GENERATED BY CONSTRUCTION ACTIVITIES
3. FINISH ROADWAY SURFACE TO PROPOSED RECLAIM GRADE
4. MAINTAIN 18" VERTICAL CLEARANCE BETWEEN PROPOSED WATERMAIN AND SANITARY SEWER IMPROVEMENTS AT CROSSINGS

VPI 12+31.43 ELEV 870.09 CURVE LEN=135.00' E=0.10'
VPI 14+59.65 ELEV 869.52 CURVE LEN=90.00' E=0.04'
VPI 17+06.99 ELEV 869.84 CURVE LEN=90.00' E=0.07'
VPT 12+98.93 ELEV 869.92
Ⓔ 13+36.51-0.00' R=869.13 (FUTURE) R=869.73 I=845.48 (8") W I=845.48 (10") E I=845.38 (12") N
VPC 14+14.65 ELEV 869.64
LP 14+74.41 ELEV 869.56
VPT 15+04.65 ELEV 869.58
VPC 16+61.99 ELEV 869.78
Ⓓ 17+36.56-0.00' R=869.97 (FUTURE) R=869.97 I=844.50 (10") N I=844.50 (10") E I=844.50 (12") S I=844.40 (12") W
VPT 17+51.99 ELEV 870.19
FUTURE CENTERLINE GRADE
EXISTING GROUND
PROPOSED RECLAIM SURFACE
-0.25%
0.13%
7.5' MIN COVER
148 LF 16" CL 52 DIP
173 LF 6" CL 53 DIP FM @ 0.17%
67 LF 6" CL 53 DIP FM @ 0.11%
15" STRM
4.2'
427 LF 16" CL 52 DIP
83 LF 6" CL 53 DIP FM @ 0.11%
21 LF 6" CL 53 DIP FM @ 0.00%
F&I: 1 EA - 16" WMN PLUG STA 17+75.58
FUTURE WATERMAIN (BY OTHERS)
STA 13+00 FM INV 861.15
STA 13+00 WMN INV 860.49
STA 13+48 WMN INV 860.13
STA 14+73 FM INV 860.86
STA 14+73 WMN INV 860.28
STA 15+40 WMN INV 860.69
STA 16+42 FM INV 860.67
STA 16+62 WMN INV 861.19
STA 17+03 FM INV 860.60
STA 17+75 WMN INV 861.22
FORCEMAIN TO BE CONSTRUCTED WITHOUT HIGH POINTS
FUTURE SANITARY SEWER (BY OTHERS)
F&I: 1 EA - 10" SSWR PLUG STA 17+57.56 I=844.58
39' OF 10" PVC SDR 26 @ 0.28%
400' OF 12" PVC SDR 26 @ 0.22%
PROPOSED RECLAIM SURFACE
EXISTING GROUND

HORZ. SCALE 0 20 40 FEET
VERT. SCALE 0 5 10 FEET

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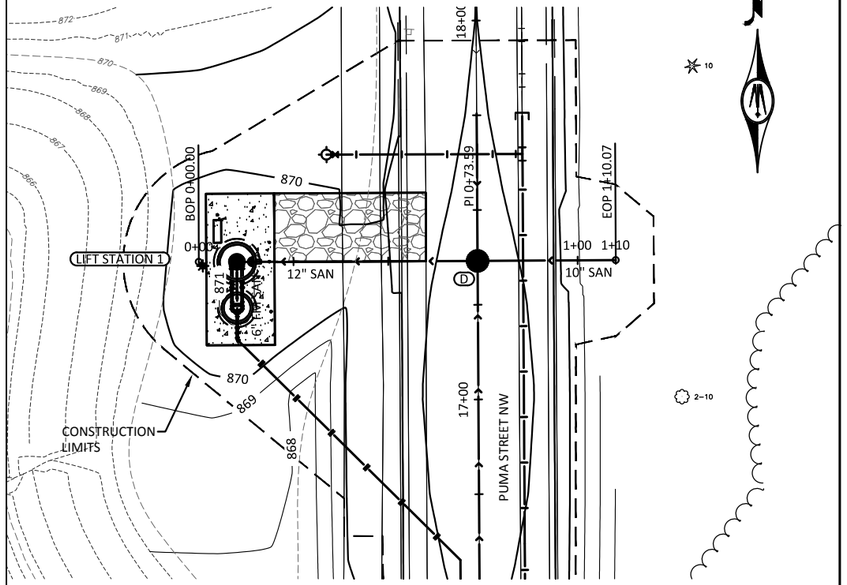
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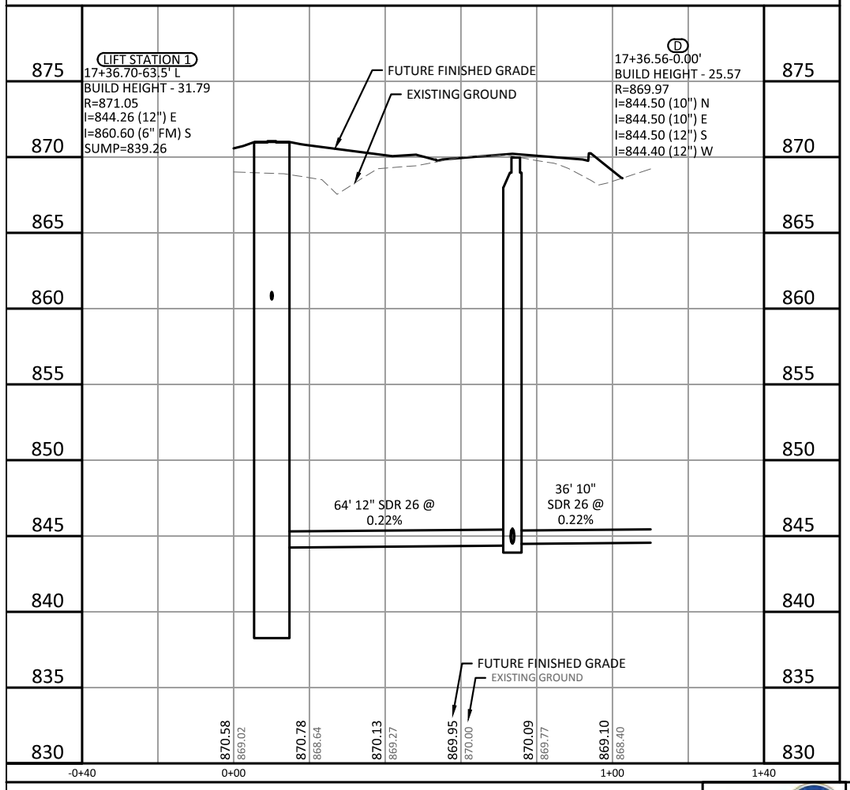
KEVIN P. KIELB
LIC. NO. 23211 DATE 09/20/2017

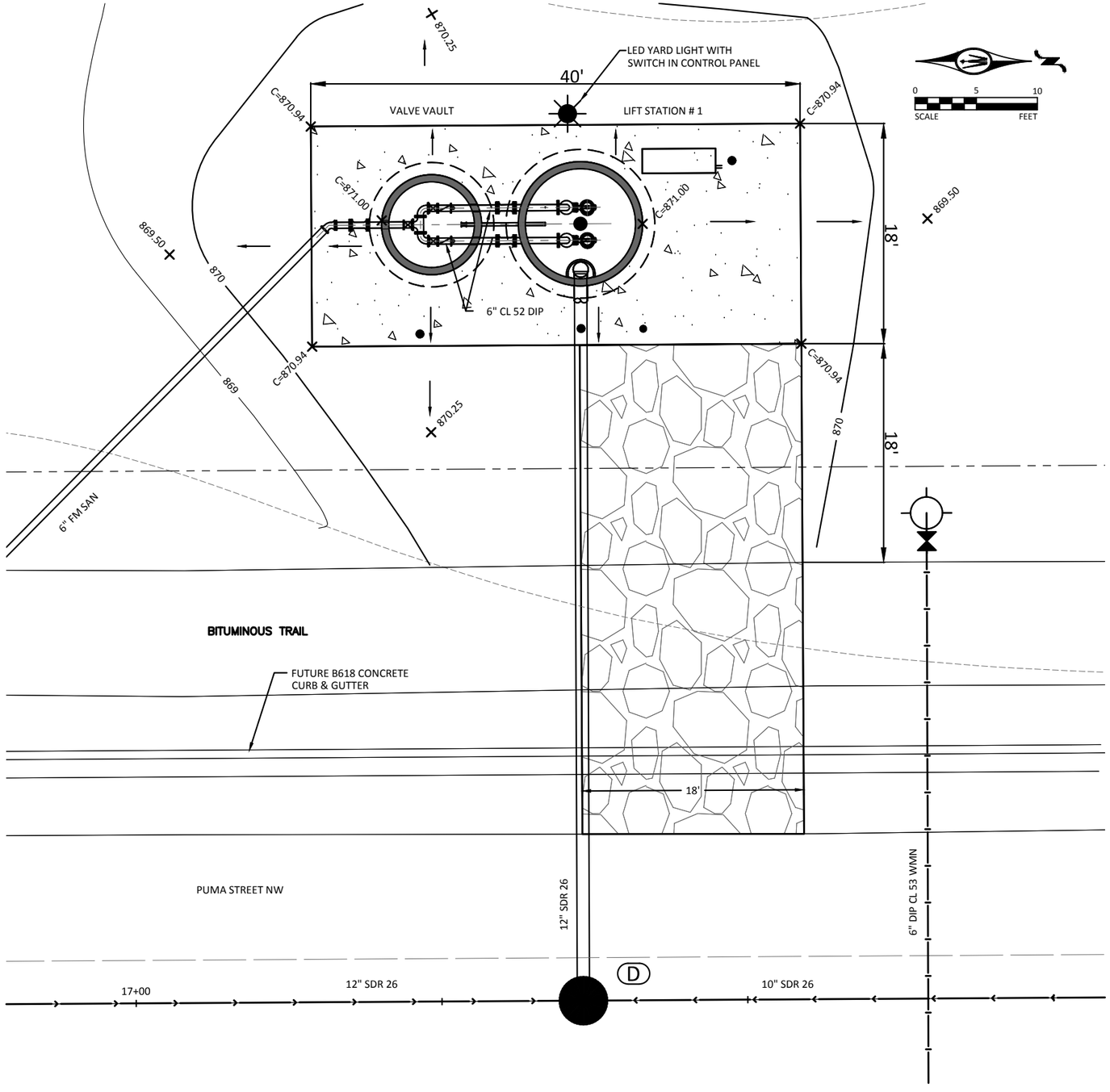
DESIGNED JWC
DRAWN EKD
CHECKED KPK

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
SANITARY SEWER AND WATERMAIN PLAN AND PROFILE

SHEET C4.03







HORZ. SCALE 0 20 40 FEET
VERT. SCALE 0 5 10 FEET

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City of RAMSEY

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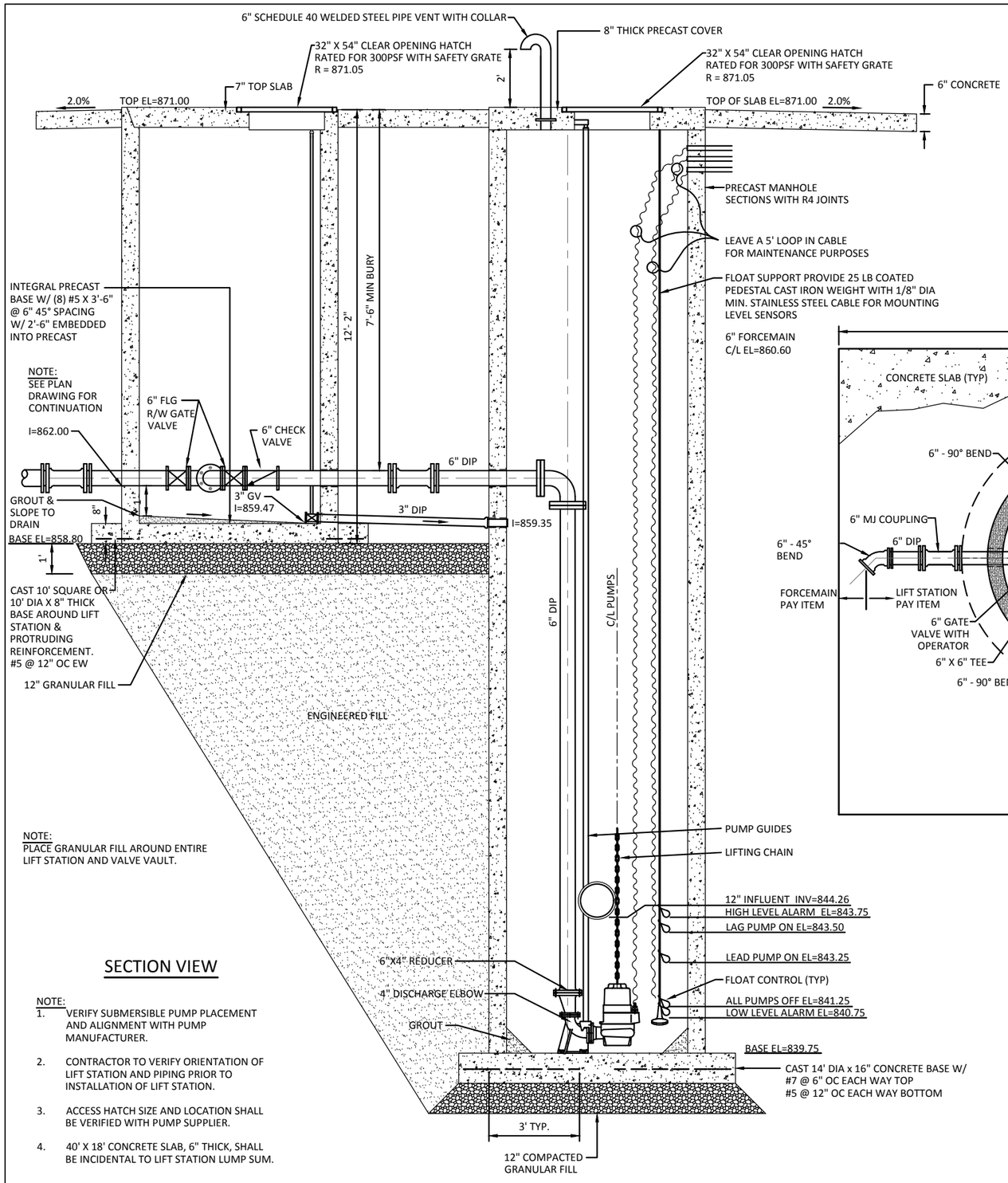
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KEVIN P. KIELB
LIC. NO. 23211 DATE 09/20/2017

DESIGNED	JWC
DRAWN	EKD
CHECKED	KPK

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
LIFT STATION PLAN & PROFILE VIEW

SHEET C4.04

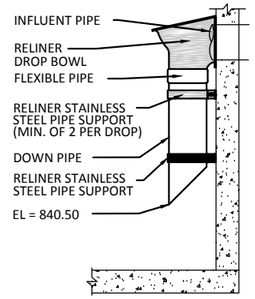


NOTE:
PLACE GRANULAR FILL AROUND ENTIRE LIFT STATION AND VALVE VAULT.

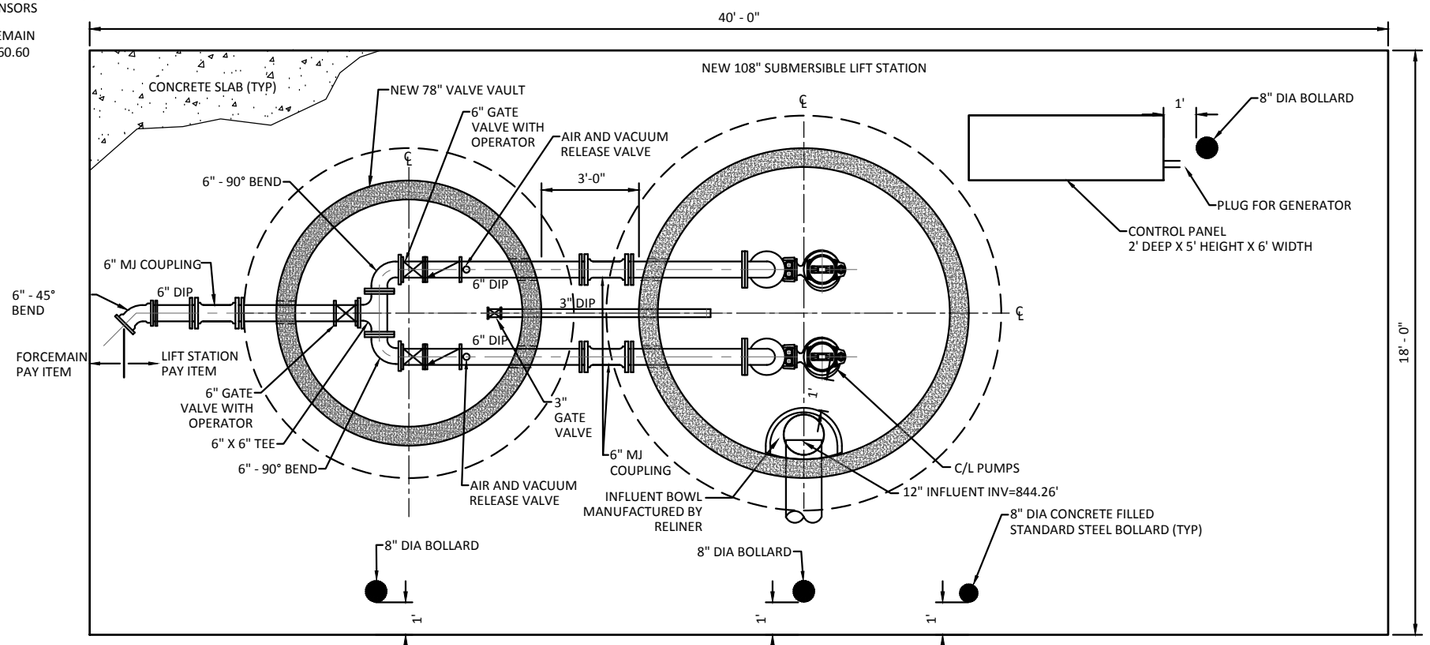
SECTION VIEW

NOTE:

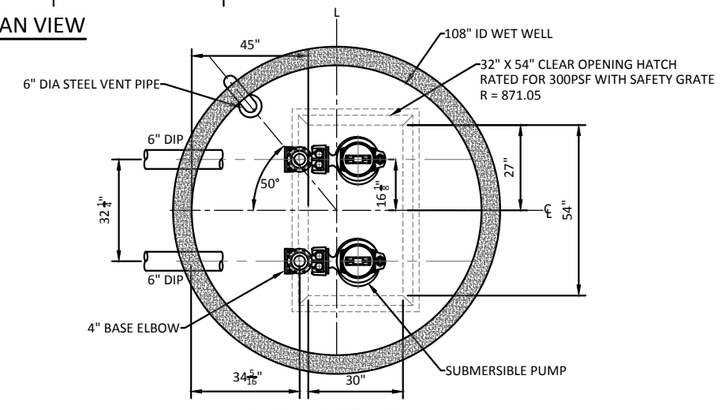
1. VERIFY SUBMERSIBLE PUMP PLACEMENT AND ALIGNMENT WITH PUMP MANUFACTURER.
2. CONTRACTOR TO VERIFY ORIENTATION OF LIFT STATION AND PIPING PRIOR TO INSTALLATION OF LIFT STATION.
3. ACCESS HATCH SIZE AND LOCATION SHALL BE VERIFIED WITH PUMP SUPPLIER.
4. 40' X 18' CONCRETE SLAB, 6" THICK, SHALL BE INCIDENTAL TO LIFT STATION LUMP SUM.



INFLUENT BOWL SECTION VIEW



PLAN VIEW



PLAN - WET WELL

DUPLEX PUMP LIFT STATION

NOT TO SCALE

NOT TO SCALE

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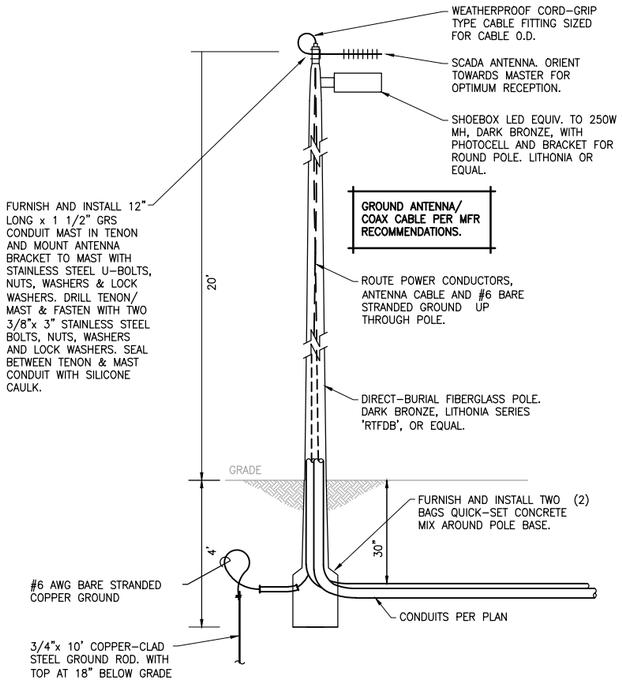
KEVIN P. KIELB
LIC. NO. 23211 DATE 09/20/2017

DESIGNED	DRAWN	CHECKED
JWC	EKD	KPK

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
LIFT STATION DETAIL

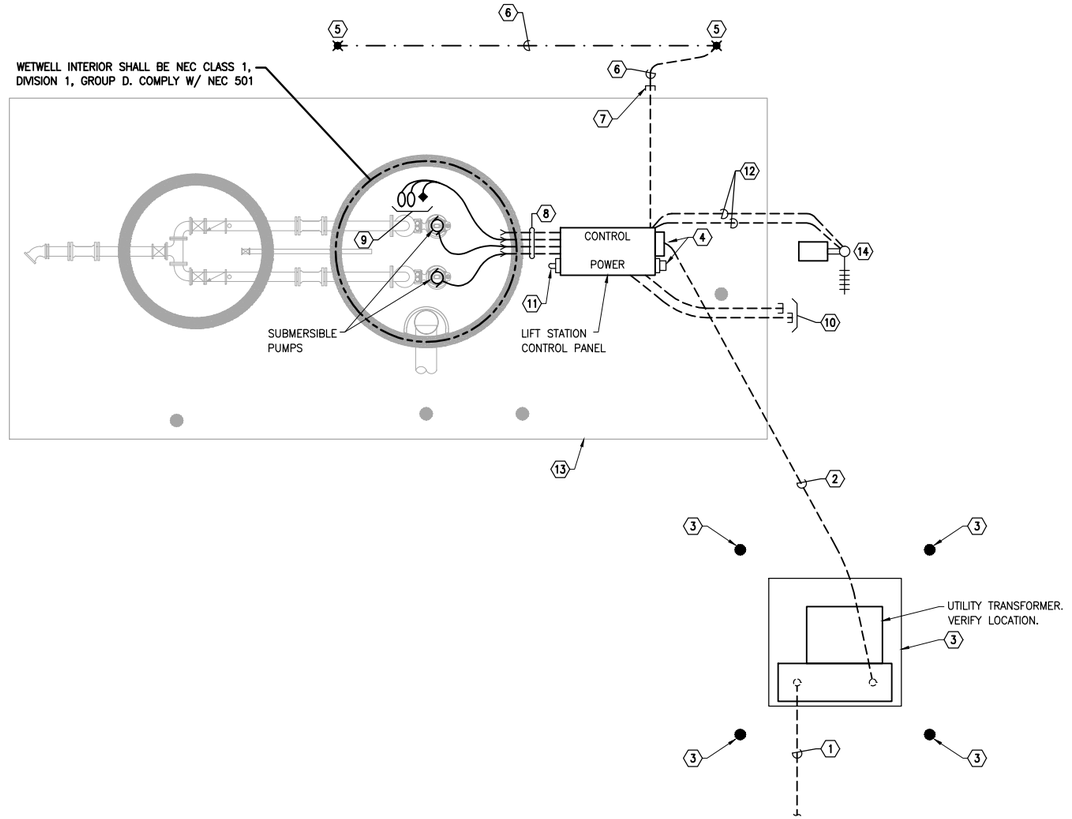
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SCADA ANTENNA/LUMINAIRE DETAIL

NO SCALE



LIFT STATION ELECTRICAL PLAN

SCALE 0 1' 2' 4' 6' 8' 10' 12'

GENERAL NOTES:

1. COORDINATE NEW ELECTRIC SERVICE AND METERING REQUIREMENTS WITH SERVING UTILITY.
2. FIELD CONFIRM LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES, CABLES, CONDUITS, ETC. PRIOR TO CONSTRUCTION. CONTRACTOR SHALL REPAIR ALL SUCH ITEMS AT NO EXTRA COST IF DAMAGED BY CONTRACTOR.
3. ELECTRONICALLY-LOCATE ALL PRIVATE UNDERGROUND LINES IN AREAS THAT WILL BE DISTURBED. PROTECT ALL EXISTING UNDERGROUND FACILITIES.
4. FIELD CONFIRM ALL CONDUIT ROUTES WITH ENGINEER.
5. USE DIRECTIONAL BORING OR SIMILAR METHOD FOR NEW CONDUITS TO BE INSTALLED UNDER EXISTING SIDEWALKS AND PAVEMENTS. WHERE PITS ARE OPENED, RESTORE ALL SURFACES TO MATCH EXISTING.
6. CORE DRILL EXISTING STRUCTURES AS REQUIRED FOR NEW CONDUIT INSTALLATION.
7. RESTORE ALL SURFACES DISTURBED BY THIS WORK.

NUMBERED NOTES:

1. UTILITY PRIMARY CABLES. VERIFY QUANTITY AND ROUTES WITH UTILITY.
2. SERVICE CABLES AND CONDUIT. SEE ONE-LINE DIAGRAM.
3. CONSTRUCT TRANSFORMER PAD AND FOUR (4) BOLLARDS IN ACCORDANCE WITH CONNEXUS ENERGY REQUIREMENTS.
4. UTILITY METERING CT/VT CABINET AND METER. SUPPLY EQUIPMENT, CONDUIT AND WIRING PER CONNEXUS ENERGY REQUIREMENTS.
5. 3/4" X 10' COPPER-CLAD GROUND ROD WITH EXOTHERMIC WELD TO CONDUCTOR(S) SHOWN. SET TOP 12" DEEP.
6. #1/0AWG BARE STRANDED COPPER GROUND CONDUCTOR, 12" DEEP.
7. STUB 1.25" SCHEDULE 80 PVC CONDUIT FOR GROUND.
8. FOUR (4) 3" SCHEDULE 80 PVC CONDUITS FOR PUMP AND LEVEL SENSOR CABLES. SEE LIFT STATION SECTION.
9. FLOAT SWITCHES AND SUBMERSIBLE LEVEL SENSOR WITH STAINLESS STEEL CABLE AND WEIGHT ASSEMBLY. PROVIDE STAINLESS STEEL HANGER BRACKET BELOW HATCH, SECURED WITH ALL STAINLESS STEEL HARDWARE.
10. STUB TWO (2) SPARE 2" SCHEDULE 80 PVC CONDUITS FOR FUTURE USE. CAP ENDS.
11. GENERATOR CONNECTOR. VERIFY LOCATION WITH PANEL MANUFACTURER.
12. SEE ONE-LINE DIAGRAM FOR CABLE AND CONDUIT REQUIREMENTS.
13. CONSTRUCT REINFORCED CONCRETE PAD. SEE LIFT STATION SECTION.
14. POLE WITH SCADA ANTENNA AND LUMINAIRE. SEE DETAIL.

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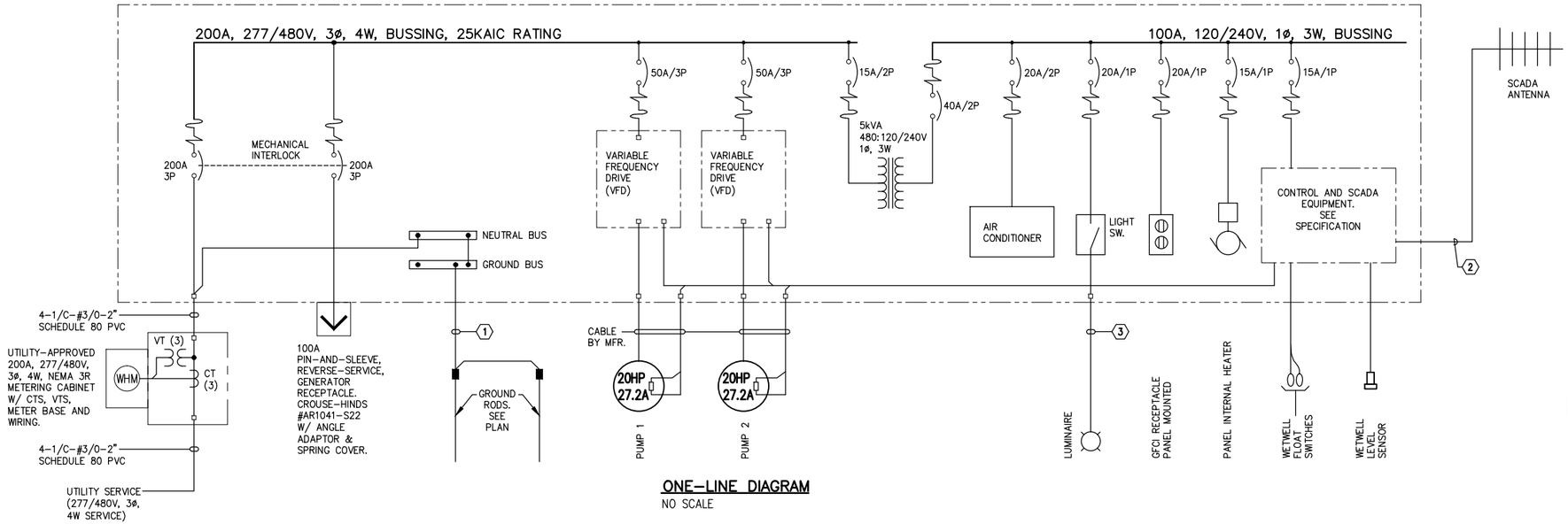
SHELDON J. SORENSEN
LIC. NO. 18925 DATE 09/19/2017

DESIGNED SJS
DRAWN CML2
CHECKED SJS

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
LIFT STATION ELECTRICAL PLAN

SHEET E1.01

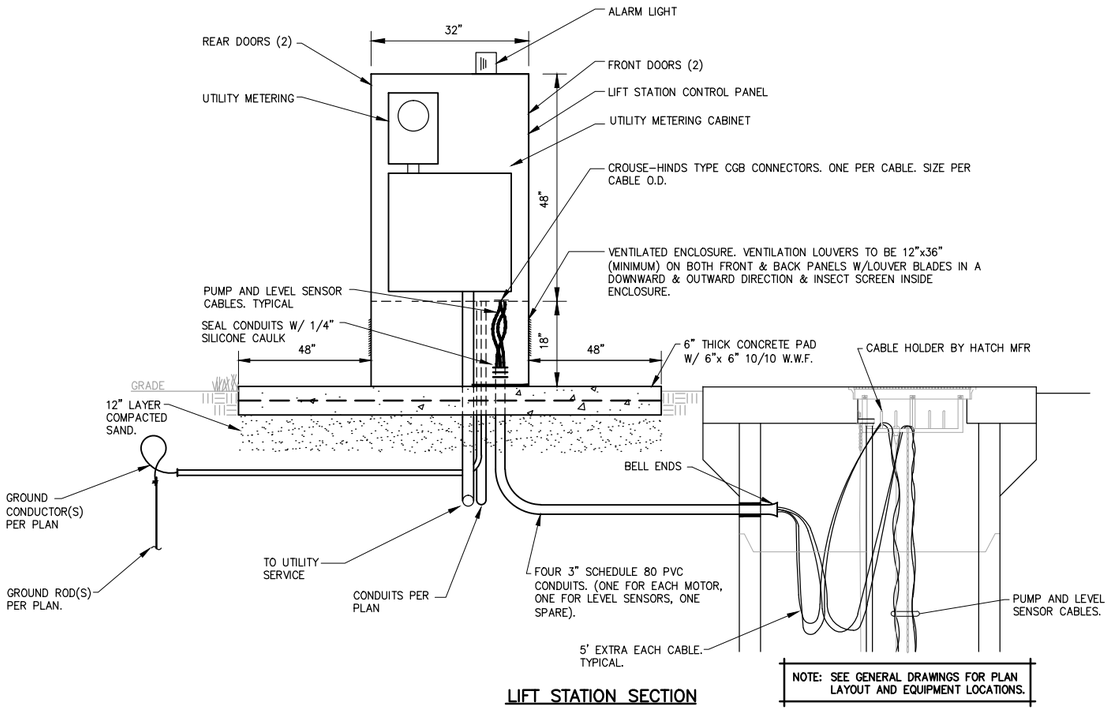
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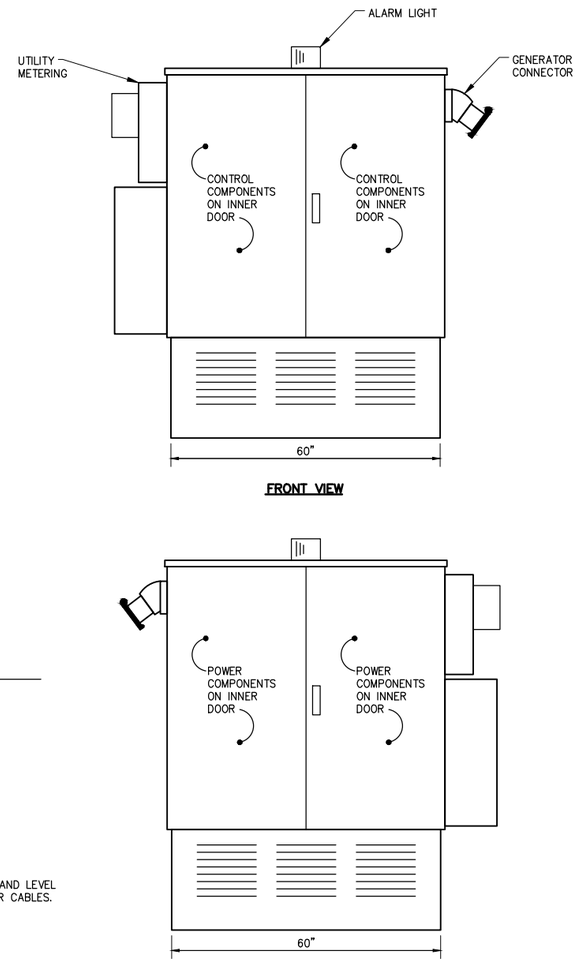
ONE-LINE DIAGRAM
NO SCALE

NUMBERED NOTES:

1. 1-1/C-#1/0 GND - 1.25" SCHEDULE 80 PVC.
2. ANTENNA CABLE IN 2" SCHEDULE 80 PVC CONDUIT.
3. 2-1/C-#12 & 1-1/C-#12 GND-1" SCHEDULE 80 PVC.



LIFT STATION SECTION
NO SCALE



FRONT VIEW

REAR VIEW

LIFT STATION CONTROL PANEL DETAILS
NO SCALE

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SHELDON J. SORENSEN
LIC. NO. 18925 DATE 09/19/2017

DESIGNED	SJS
DRAWN	CML2
CHECKED	SJS

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
LIFT STATION ELECTRICAL DETAILS

SHEET
E1.02

DOCUMENT 00910 -- ADDENDUM NO. 1

Project Title: 2017 Puma Street Utility Improvements **Date: 10/02/2017**

Client: City of Ramsey, MN **BMI Project No.: R16.114473**

Bid Date: October 6, 2017 **Bid Time: 10:00 a.m.** **QuestCDN No.: 5364436**

1.1 **GENERAL :**

1. The following changes are, by the issuance of this Addendum, made a part of the Contract Documents for the project referenced above, as if originally contained therein. Execution of the acknowledgment on the bid form shall be the bidder's acceptance of the conditions set forth herein.

1.2 **ACKNOWLEDGMENT**:

1. This addendum shall be acknowledged on the submitted bid form. Failure to do so may result in the rejection of the bid.

1.3 **PROJECT MANUAL:**

1. **REPLACE** Bidding Schedule PAGES 00410-4-5 of Section 00410 – Bid Form, with the attached Bidding Schedule.
2. **REPLACE** Paragraph 4.02 of Section 00520 – Agreement, Article 4 – Contract Times with the following text:

   "4.02 Contract Times: Dates:

   (A) The following work shall be Substantially Complete by December 22, 2017

   1. Trunk watermain fully tested, approved and operational,
   2. Gravity trunk sanitary sewer main fully tested, approved and operational,
   3. Sanitary sewer forcemain fully tested, approved and operational,
   4. Sanitary sewer lift station structure, including valve vault (including all fittings) fully tested, approved and operational,
   5. Temporary pumping system fully operational.
   6. Site features related to the lift station, including concrete pads and access drives.
   7. Roadways restored to conditions shown in plans,
   8. Turf restoration.

   (B) All remaining items shall be Substantially Complete by April 1, 2018

   (C) All work shall be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 1, 2018."

3. **ADD** the following text to Paragraph D Manhole Coating, Section 2621.2 Materials:

   "The Raven 405 System is an approved alternative. Raven 760 High Performance Polymer Concrete and Raven 405 Fiber Reinforced Structural Epoxy applied at the manufacturers recommended thickness."

4. **ADD** the following text to Paragraph 3.4 Basis of Payement of Section 11311- Submersible Wastewater Lift Station:

   "B. The City anticipates the need for the lift station to be fully operational by December 22, 2017. The City also understands that certain components of the permanent system may not be available due to time associated with fabrication and delivery.

   The Contractor shall include a price for Temporary Pumping System on the Bid Form. The temporary pumping system shall be fully operational, with the capacity and head requirements as

specified in the contract documents with an approximate flow of 2,000 gpd. The Contractor shall inspect the system daily when in operation, perform any needed maintenance, and provide daily reports to the Engineer related to system operations.

The means and methods of temporary pumping shall be approved by the Engineer prior to installation of any components. The contractor shall assume that permanent power will be available at the site by December 1, 2017.

The City reserves the right to delete this item from the contract based on the actual need for the system."

1.4 **PLAN SET**

1. **REPLACE** Sheet G0.02 with the attached Sheet G0.02 - Tabulations

1.5 **ATTACHMENTS**

1. Section 00410 – Bid Form, Bidding Schedule Pages 00410-4-5.
2. Sheet G0.02 - Tabulations

1.6 **CERTIFICATION**

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

By: Kevin P Kielb

Kevin P. Kielb, P.E.

License No: 23211

Date: 10/02/2017

******END OF ADDENDUM******

BIDDING SCHEDULE

2017 PUMA STREET TRUNK UTILITY IMPROVEMENTS

CITY OF RAMSEY, MN

BMI R16.114473

ADDENDUM NO. 1

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:
NOTE: BIDS shall include sales tax and all applicable taxes and fees.
BIDDER must fill in unit prices in numerals, make extension for each item, and total.

CY (LV) = Cubic Yards, Loose Volume
CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)
CY (EV) = Cubic Yards, Excavated Volume (Measured in Place)
(P)=Planned Quantity Basis of Measurement

(P)=PLAN QUANTITY

ITEM	SPEC #	BID ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	2021.501	MOBILIZATION	LUMP SUM	1		
2	2101.511	CLEARING AND GRUBBING	TREE	5		
3	2104.501	REMOVE PIPE CULVERTS	LIN FT	112		
4	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ YD	220		
5	2104.503	REMOVE CONCRETE PAVEMENT	SQ YD	10		
6	2104.602	SALVAGE & REINSTALL SIGN	EACH	5		
7	2105.601	DEWATERING	LUMP SUM	1		
8	2105.607	SALVAGE AGGREGATE TO STOCKPILE (LV)	CU YD	765		
9	2105.607	SALVAGED AGGREGATE FROM STOCKPILE (CV)	CU YD	540		
10	2118.501	AGGREGATE SURFACING CLASS 5	CU YD	55		
11	2215.501	FULL DEPTH RECLAMATION (4")	SQ YD	4,850		
12	2501.511	15" RC PIPE CULVERT DES 3006 (CL V)	LIN FT	102		
13	2501.515	15" RC PIPE APRON	EACH	2		
14	2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	1		
15	2503.602	12" X 4" WYE	EACH	1		
16	2503.603	8" PVC SANITARY SEWER PIPE SDR 26	LIN FT	45		
17	2503.603	10" PVC SANITARY SEWER PIPE SDR 26	LIN FT	160		
18	2503.603	12" PVC SANITARY SEWER PIPE SDR 26	LIN FT	1,056		
19	2503.603	6" ID FORCEMAIN CL 53 DIP	LIN FT	1,070		
20	2503.603	4" SANITARY SERVICE PIPE	LIN FT	40		
21	2503.603	CASTING ASSEMBLY (SANITARY)	EACH	4		
22	2503.618	MANHOLE COATING	SQ FT	407		
23	2504.602	CONNECT TO EXISTING WATERMAIN	EACH	1		
24	2504.602	LOWER WATERMAIN	EACH	1		
25	2504.602	6" GATE VALVE & BOX	EACH	6		
26	2504.602	8" GATE VALVE & BOX	EACH	2		
27	2504.602	16" GATE VALVE & BOX	EACH	3		
28	2504.602	HYDRANT	EACH	6		
29	2504.602	1" CORPORATION STOP	EACH	1		
30	2504.602	1" CURB STOP & BOX	EACH	1		

ITEM	SPEC #	BID ITEM	UNIT	QUANTITY	UNIT PRICE	AMOUNT
31	2504.603	1" TYPE K COPPER PIPE	LIN FT	24		
32	2504.604	6" CL 53 DIP WATERMAIN	LIN FT	111		
33	2504.604	8" CL 52 DIP WATERMAIN	LIN FT	91		
34	2504.604	16" CL 52 DIP WATERMAIN	LIN FT	1,705		
35	2506.601	CONSTRUCT LIFT STATION	LUMP SUM	1		
36	2506.601	TEMPORARY PUMPING SYSTEM	LUMP SUM	1		
37	2506.603	CONSTRUCT SANITARY MANHOLE, DES. 4007	LIN FT	80.4		
38	2506.608	PIPE FITTINGS	POUND	1,850		
39	2511.502	RANDOM RIP RAP CL III	TON	18		
40	2563.601	TRAFFIC CONTROL	LUMP SUM	1		
41	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	3,750		
42	2573.530	STORM DRAIN INLET PROTECTION	EACH	2		
43	2573.533	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	150		
44	2573.535	STABILIZED CONSTRUCTION ENTRANCE	LUMP SUM	2		
45	2575.605	SEEDING (MIX 25-121, FERT TYPE 3 (22-5-10), MULCH TYPE 1)	ACRE	1.6		

BID TOTAL: _____

(A) STATEMENT OF ESTIMATED QUANTITES

ITEM NO.	MN/DOT SPEC NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	2021.501	MOBILIZATION	LUMP SUM	1
2	2101.511	CLEARING AND GRUBBING	TREE	5
3	2104.501	REMOVE PIPE CULVERTS	LIN FT	112
4	2104.503	REMOVE BITUMINOUS PAVEMENT	SQ YD	220
5	2104.503	REMOVE CONCRETE PAVEMENT	SQ YD	10
6	2104.602	SALVAGE & REINSTALL SIGN	EACH	5
7	2105.601	DEWATERING	LUMP SUM	1
8	2105.607	SALVAGE AGGREGATE TO STOCKPILE (LV)	CU YD	765
9	2105.607	SALVAGED AGGREGATE FROM STOCKPILE (CV)	CU YD	540
10	2118.501	AGGREGATE SURFACING CLASS 5	CU YD	55
11	2215.501	FULL DEPTH RECLAMATION (4")	SQ YD	4,850
12	2501.511	15" RC PIPE CULVERT DES 3006 (CL V)	LIN FT	102
13	2501.515	15" RC PIPE APRON	EACH	2
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15	2503.602	12" X 4" WYE	EACH	1
16	2503.603	8" PVC SANITARY SEWER PIPE SDR 26	LIN FT	45
17	2503.603	10" PVC SANITARY SEWER PIPE SDR 26	LIN FT	160
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19	2503.603	6" ID FORCEMAIN CL 53 DIP	LIN FT	1,070
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28	2504.602	HYDRANT	EACH	6
29	2504.602	1" CORPORATION STOP	EACH	1
30	2504.602	1" CURB STOP & BOX	EACH	1
31	2504.603	1" TYPE K COPPER PIPE	LIN FT	24
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35	2506.601	CONSTRUCT LIFT STATION	LUMP SUM	1
36	2506.601	TEMPORARY PUMPING SYSTEM	LUMP SUM	1
37	2506.603	CONSTRUCT SANITARY MANHOLE, DES. 4007	LIN FT	80.4
38	2506.608	PIPE FITTINGS	POUND	1,850
39	2511.502	RANDOM RIP RAP CL III	TON	18
40	2563.601	TRAFFIC CONTROL	LUMP SUM	1
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43	2573.533	SEDIMENT CONTROL LOG TYPE WOOD FIBER	LIN FT	150
44	2573.535	STABILIZED CONSTRUCTION ENTRANCE	LUMP SUM	2
45	2575.605	SEEDING (MIX 25-121, FERT TYPE 3 (22-5-10), MULCH TYPE 1)	ACRE	1.6

(B) CONSTRUCT SANITARY SEWER

LINE	STRUCTURE ID	STREET	STATION	OFFSET	PROPOSED TOP OF CASTING ELEV.	INVERT OUT ELEV.	FLOWS TO STRUCT	INVERT IN ELEV.	PIPE GRADE (%)	CASTING (EACH)	CONSTRUCT SAN MANHOLE DES 4007 (LIN FT)	6" ID FORCEMAIN CL 53 DIP (LIN FT)	8" PVC SDR 26 (LIN FT)	10" PVC SDR 26 (LIN FT)	12" PVC SDR 26 (LIN FT)	INTERIOR EPOXY COATING (SQ FT)	CONNECT TO EXISTING SANITARY (EACH)	FUTURE TOP OF CASTING ELEV.	ADDITIONAL RING BUILD HEIGHT (LIN FT)	BASE SLAB THICKNESS (INCHES)	NOTES
1	B	PUMA ST	3+78.59	CL	883.38	864.90	EX A	864.25	0.22	1	18.5				296	245	1	882.78	0.6	8	(2) (3) (5)
2	C	PUMA ST	6+74.59	CL	877.56	865.65	B	865.00	0.22	1	11.9			40	296	162		876.64	0.9	6	(1) (3) (5)
3	D	PUMA ST	17+36.56	CL	869.97	844.40	LIFT STATION	844.26	0.22	1	25.6			80	64			869.97		10	(1) (4)
4	E	PUMA ST	13+36.51	CL	869.73	845.38	D	844.50	0.22	1	24.4		45	40	400			869.13	0.6	10	(1) (4) (5)
5	LIFT STATION	PUMA ST	17+36.70	63.5' LT	870.20	860.60	B	865.75				1,070						870.20			
									TOTAL	4	80.4	1,070	45	160	1,056	407	1				

NOTES:
(1) STUB FOR FUTURE EXPANSION, CAP END
(2) FIELD VERIFY EXISTING INVERT ELEVATION OF STRUCTURE "EX A"
(3) EPOXY COATED STRUCTURE
(4) REINFORCE BASE SLAB WITH NO. 5 REBAR, 12" ON CENTER FROM CENTER OF STRUCTURE MINIMUM
(5) DESIGN STRUCTURE HEIGHT TO BE CONSTRUCTED TO FUTURE TOP OF CASTING ELEVATION, ADDITIONAL HEIGHT TO PROPOSED TOP OF CASTING ELEVATION IS TO BE CONSTRUCTED WITH ADDITIONAL CONCRETE ADJUSTING RINGS

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H:\RAMS\R16114473\CAD\114473G002.dwg 10/2/2017 3:45 PM

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV	ISSUED FOR	DATE
1	EKD	10/02/17

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

KEVIN P. KIELB
LIC. NO. 23211 DATE 09/20/2017

DESIGNED JWC
DRAWN EKD
CHECKED KPK

RAMSEY, MINNESOTA
2017 PUMA STREET UTILITY IMPROVEMENTS
TABULATIONS

SHEET G0.02

BOLTON & MENK
Real People. Real Solutions.

7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303-5119

Ph: (763) 433-2851
Fax: (763) 427-0833
Bolton-Menk.com

M E M O R A N D U M

Date: October 6, 2017
To: Bruce Westby, P. E., City Engineer
From: Kevin Kielb, P.E., Project Manager
Subject: Bid Results and Recommendation
2017 Puma Street Utility Improvements
BMI Project No: R16.114473

Seventeen bids were received on the 2017 Puma Street Utility Improvements project. The bids were checked and tabulated and the final results are summarized as follows:

CONTRACTOR	TOTAL BID
Douglas-Kerr Underground, L.L.C.	$727,667.07
RL Larson Excavating Inc	$745,466.06
SR Weidema Contractors	$764,729.60
Northdale Construction	$767,409.57
SM Hentges & Sons	$782,170.50
CS McCrossan Construction	$785,538.38*
Geislinger & Sons	$790,684.50
LaTour Construction, Inc.	$796,706.50
Park Construction Company	$806,411.20
C&L Excavating	$807,830.50
Minger Construction	$808,648.90
Kuechle Underground Inc.	$810,378.93
Veit & Company	$818,549.40
Ryan Contracting Co.	$882,355.00
Metro Utilities	$884,132.00*
Widmer Construction	$940,062.35*
Meyer Construction	$1,063,410.85

* Pricing reflects a corrected summation of the unit prices bid multiplied by estimated quantities shown on Bid Form.

Should the Council elect to award the project to the low bidder based on these bid results, we recommend awarding the contract to Douglas-Kerr Underground, LLC in the amount of $727,667.07

If you have any questions, please contact me.

KK/JWC

Bolton & Menk is an equal opportunity employer.

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

RESOLUTION #17-10-254

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR IMPROVEMENT PROJECT #17-10, PUMA STREET UTILITY EXTENSIONS

WHEREAS, in 2006, Bunker Lake Boulevard was extended west of Armstrong Boulevard and Puma Street was constructed between Bunker Lake Boulevard and Alpine Drive; and

WHEREAS, public utilities (sanitary sewer and watermain) were not constructed along the west end of Bunker Lake Boulevard, east of its intersection with Puma Street, or under Puma Street north of Bunker Lake Boulevard; and

WHEREAS, current and future developments along these streets will require public utilities to serve the developments; and

WHEREAS, the Riverstone Development proposes to construct numerous residential properties in the fall of 2017 requiring utility services to be extended along Puma Street, north of Bunker Lake Boulevard; and

WHEREAS, pursuant to a motion of the Ramsey City Council on July 25, 2017, the City Administrator was authorized to execute a contract with Bolton & Menk, Inc. to prepare plans and specifications for the making of such improvements per their proposal dated June 20, 2017; and

WHEREAS, pursuant to a motion of the Ramsey City Council on September 12, 2017, final Plans and Specifications were approved and advertisements for bids were authorized; and

WHEREAS, an Assessment Agreement exists to help pay for 40% of the project costs to extend utilities along Puma Street; and

WHEREAS, bids were received, opened, and tabulated on October 6, 2017, and the following bids were found to comply with the advertisement for bids; and

CONTRACTOR	TOTAL BID
Douglas-Kerr Underground, L.L.C.	$727,667.07
RL Larson Excavating Inc	$745,466.06
SR Weidema Contractors	$764,729.60
Northdale Construction	$767,409.57
SM Hentges & Sons	$782,170.50
CS McCrossan Construction	$785,538.38*
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Ryan Contracting Co.	$882,355.00
Metro Utilities	$884,132.00*
Widmer Construction	$940,062.35*
Meyer Construction	$1,063,410.85

* Pricing reflects a corrected summation of the unit prices bid multiplied by estimated quantities shown on Bid Form.

WHEREAS, the bid of Douglas-Kerr Underground, LLC of Mora, Minnesota, in the amount of $727,667.07 in accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder and their bid shall be and hereby is accepted.

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

1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey.

2) The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids at such time that a contract has been executed.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of October, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **7. 9.**

Meeting Date: 10/10/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title

Award Contract for Demolition of Former Sunfish Lake Gas Station

Purpose/Background:

PURPOSE

Authorize staff to enter into a contract with *Sauter & Son's* for the demolition and clean up of 6401 Highway 10.

BACKGROUND

6401 Highway 10 was recently purchased by the City of Ramsey via the State R.O.W. Acquisition Loan Fund (RALF Program). The City purchased 6401 Highway 10 with the intent to demolish the existing blighted building and to clean up the site. The City hired Hakanson Anderson to develop plans and specs for this project, and to manage the demolition process. Hakanson Anderson has completed plans and specs, has obtained quotes from contractors, and is now seeking Council authorization to select a contractor and begin the demolition process.

For detailed background information, please reference the attached previous cases (CCRS October 2016, CCRS January 2017, CCRS April 2017, CCRS July 2017, CCWS August 2017).

Notification:

NA

Observations/Alternatives:

Attached to this case are the project specs/ manual/ plans/ template contract. The engineer's estimate for this project was $75,000.

Upon completion of this demolition contract (winter 2017/2018), staff intends to obtain bids from contractors to resurface portions of the remaining parking lot (in the spring of 2018--future case for Council review).

Funding Source:

RALF Program

Recommendation:

Please see attached Hakanson Anderson MEMO. In summary, Hakanson Anderson recommends *Sauter & Son's* be awarded the contract ($44,800 quote). The Hakanson Anderson MEMO also includes a quote tabulation.

Action:

Motion to:

Authorize staff to execute a contract with Sauter & Son's, and to approve the attached project budget, for the demolition and site clean up of 6401 Highway 10; subject to review and approval of the City Attorney.

Attachments

HA MEMO
Project Budget
Demo Project Manual
Previous Staff Reports (cases)

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 03:41 PM
Form Started By: Patrick Brama		Started On: 09/30/2017 07:23 PM
Final Approval Date: 10/05/2017		

Hakanson Anderson

Main Office:
3601 Thurston Avenue, Anoka, MN 55303
Phone: 763/427-5860 Fax: 763/427-0520
www.haa-inc.com

40 YEARS

October 5, 2017

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

RE: Sunfish Lake Gas Station Demolition Project

Dear Honorable Mayor and City Council:

Quotes were received and opened on Thursday, October 5, 2017, for the Sunfish Lake Gas Station Demolition Project. A total of nine (9) Quotes were received as shown on the attached Quote Tabulation and as listed below:

	Total Quote
Sauter & Sons, Inc.	$ 44,800.00
DRC, Inc.	$ 57,900.00
Veit Company, Inc.	$ 65,720.00
Dryden Excavating	$ 75,762.60
Kotzer Excavating, Inc.	$ 77,851.00
Frattalone Companies, Inc.	$108,900.00
Urban Companies, Inc.	$110,400.00
Stack Bros. Mechanical Contractors, Inc.	$153,600.00
Morcon Construction, Inc.	$216,700.00

It was found that Sauter & Sons, Inc. of Ramsey, Minnesota is the low quoter with a Total Quote of $44,800.00.

Therefore, we recommend award of the contract to the low quoter, Sauter & Sons, Inc.

Sincerely,
Hakanson Anderson

Shane M. Nelson, Project Engineer

SMN:dmb

Attachment

6401 Hwy 10
Demolition & Site Clean Up
Project Budget, 10/06/2017

Demolition and Site Clean Up	$ 44,800.00
Project Contingency (10% of Engineer's Estimate)	$ 7,500.00
Total	$ 52,300.00

PROJECT MANUAL

FOR

Sunfish Lake Gas Station Demolition

City of Ramsey
Anoka County, Minnesota

Hakanson Anderson

September 22, 2017

DOCUMENT 00 01 05
CERTIFICATION

PROJECT MANUAL

FOR

Sunfish Lake Gas Station Demolition

City of Ramsey
Anoka County, Minnesota

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.

	43381	9/22/2017
Shane M. Nelson, P.E.	License No.	Date
Project Engineer		

SECTION 00 01 10
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Attachments

Attachment 1 – Original Construction Drawings dated November 5, 2002, prepared by others (Includes 103 Sheets).

Attachment 2 – Phase I Environmental Site Assessment, dated January 10, 2017, prepared by Braun Intertec, (Includes 43 pages).

Attachment 3 – Phase II Environmental Site Assessment, dated March 1, 2017, prepared by Braun Intertec, (Includes 29 pages).

Attachment 4 – Predemolition Hazardous Building Materials Inspection Report, dated November 26, 2016, prepared by Braun Intertec, (Includes 27 pages).

Attachment 5 – UST Notification of Installation or Change in Status Form, dated march 28, 2017, prepared by Minnesota Pollution Control Agency, (Includes 3 pages).

Attachment 6 – City of Ramsey Demolition Procedure and Permit Application (Includes 3 pages).

Attachment 7 – City of Ramsey Application for Contractor's License (Includes 4 pages).

Attachment 8 – MPCA Notice of Intent to Perform a Demolition (Includes 2 pages).

Attachment 9 – Construction Plans (Includes 5 sheets).

DOCUMENT 00 11 00
REQUEST FOR QUOTES

CITY OF RAMSEY, MINNESOTA
SUNFISH LAKE GAS STATION DEMOLITION

Quotes for the construction of the Sunfish Lake Gas Station Demolition, will be received, by City of Ramsey, at the office of the City Clerk, 7550 Sunwood Drive, Ramsey, MN 55303, until 11:00 a.m. on, Thursday, October 5, 2017, at which time the Quotes received will be publicly opened and read aloud.

Principal components of the project include the following:

BUILDING DEMOLITIONS AND REMOVAL	1 LUMP SUM
COMMON EXCAVATION (P)	100 CU YD
SUBGRADE PREPARATION	1 LUMP SUM
PLACING AGGREGATE SURFACING CLASS 5 MODIFIED	750 CU YD
INLET PROTECTION	3 EACH
EROSION CONTROL	1 LUMP SUM
TRAFFIC CONTROL	1 LUMP SUM

Quotes will be received for a single prime Contract. The Contract Documents may be examined at the following locations:

City of Ramsey
7550 Sunwood Drive
Ramsey, MN 55303

Hakanson Anderson
3601 Thurston Avenue
Anoka, MN 55303

Quoting Documents may be obtained from the Issuing Office of: Hakanson Anderson, located at 3601 Thurston Avenue, Anoka, MN 55303 for a non-refundable purchase price of $75 per set.

Alternatively, digital copies of the Quoting Documents are available at www.haa-inc.com under the "Projects/QuestCDN" link for $20.00 (non-refundable). These documents may be downloaded by selecting this project and by entering eBidDoc™ Number 5382418 on the "Search Projects" page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com.

A pre-quote conference will be held at 11:00 a.m. local time on September 28, 2017 at the site located at 6401 Highway 10, Ramsey, MN 55303. All Quoters must inspect the site, as evidenced by the City or its agents, in order to submit a Quote.

Each Quote must be accompanied by a certified check, cashier's check, cash deposit, or Quote bond, made payable to the City of Ramsey, in the amount of five percent (5%) of the Quote.

The City Council reserves the right to reject any and all Quotes and to waive irregularities and informalities therein and further reserves the right to award the contract in the best interests of the City.

CITY OF RAMSEY

_____

Jo Ann Thieling, City Clerk
Date: September 22, 2017

Posted: https://www.questcdn.com

DOCUMENT 00 21 00
INSTRUCTIONS TO QUOTERS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Quoters have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Quoters have the meanings indicated below:

A. *Issuing Office* – The office from which the Quoting Documents are to be issued.

ARTICLE 2 – COPIES OF QUOTING DOCUMENTS

2.01 Complete sets of the Quoting Documents may be obtained from the Issuing Office as designated in the Advertisement for Quotes for a non-refundable purchase price stated therein.

2.02 Complete sets of Quoting Documents shall be used in preparing Quotes; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Quoting Documents.

2.03 Owner and Engineer, in making copies of Quoting Documents available on the above terms, do so only for the purpose of obtaining Quotes for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF QUOTERS

3.01 To demonstrate Quoter's qualifications to perform the Work, after submitting its Quote and within five days of Owner's request, Quoter shall submit written evidence establishing its qualifications such as financial data, previous experience, and present commitments, such other data as may be deemed necessary by the Owner.

3.02 A Quoter's failure to submit required qualification information within the times indicated may disqualify Quoter from receiving an award of the Contract.

3.03 *Responsible Contractor*

A. In accordance with Laws of Minnesota, 2014, chapter 253 (Minnesota Statutes §16C.285), Quoters are hereby advised that the Owner cannot award a construction contract in excess of $50,000 unless the contractor is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A Quoter submitting a Proposal for this Project must verify that it meets the minimum criteria specified in Minnesota Statutes §16C.285, subdivision 3, by completing the Responsible Contractor Certificate within this Project Manual. Statements in the certificate must be certified by a company officer. Quoters are responsible for obtaining verifications of compliance from all subcontractors, using a form provided by the Owner. A Quoter must submit signed verifications from subcontractors upon the Owner's request.

B. A Quoter or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a "responsible contractor" and will be ineligible to be awarded the Contract for this Project or to work on this Project. Quoters and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the Quoter or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Quoter or subcontractor that makes a false statement.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Quoter's qualifications.

3.05 Quoter is advised to carefully review those portions of the Quote Form requiring Quoter's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Quoting Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Quoter on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Quoter is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Quoter is responsible for any interpretation or conclusion Quoter draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Quoting Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Quoters with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Quoting Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Quoters with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Quoters*

A. Quoter shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Quoter is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Quoter access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Quoter deems necessary for preparing and submitting a successful Quote. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Quoter shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Quoter shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Quoting Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Quoter access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – QUOTER'S REPRESENTATIONS

5.01 It is the responsibility of each Quoter before submitting a Quote to:

A. examine and carefully study the Quoting Documents, and any data and reference items identified in the Quoting Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Quoter itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quoting Documents; and the Site-related reports and drawings identified in the Quoting Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Quoter; and (3) Quoter's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Quote no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Quote for performance of the Work at the price quote and within the times required, and in accordance with the other terms and conditions of the Quoting Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quoting Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Quoter discovers in the Quoting Documents and confirm that the written resolution thereof by Engineer is acceptable to Quoter;

I. determine that the Quoting Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Quote will constitute an incontrovertible representation by Quoter that Quoter has complied with every requirement of this Article, that without exception the Quote and all prices in the Quote are premised upon performing and furnishing the Work required by the Quoting Documents.

ARTICLE 6 – PRE-QUOTE CONFERENCE

6.01 A pre-quote conference will be held at 11:00 a.m. local time on September 28, 2017 at the site located at 6401 Highway 10, Ramsey, MN 55303. All Quoters must inspect the site, as evidenced by the City or its agents, in order to submit a Quote.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Quoting Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Quoting Documents. Questions received less than seven days prior to the date for opening of Quotes may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Quoting Documents.

ARTICLE 8 – QUOTE SECURITY

8.01 A Quote must be accompanied by Quote security made payable to Owner in an amount of five percent of Quoter's maximum Quote price (determined by adding the base Quote and all alternates) and in the form of a certified check, bank money order, or a quote bond (on the form included in the Quoting Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Quote security of the apparent Successful Quoter will be retained until Owner awards the contract to such Quoter, and such Quoter has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Quote security will be released. If the Successful Quoter fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Quoter to be in default, annul the Notice of Award, and the Quote security of that Quoter will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Quoter defaults.

8.03 The Quote security of other Quoters that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Quote opening, whereupon Quote security furnished by such Quoters will be released.

8.04 Quote security of other Quoters that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Quote opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, Milestones are to be achieved and/or the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Quoting Documents without consideration during the Quoting and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Quoter sets forth in its Quote shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Quoting Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Quote approvals of "or-equal" or substitution requests are made at Quoter's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Quoter shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Quoting Documents (most commonly in the Specifications) to do so. If a prospective Quoter objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Quoter should refrain from submitting a Quote.

12.02 Subsequent to the submittal of the Quote, Owner may not require the Successful Quoter or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Quoter, and any other Quoter so requested, shall within five days after Quote opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: *N/A*

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Quoter to submit an acceptable substitute, in which case apparent Successful Quoter shall submit a substitute, with no adjustment in Quote price.

12.04 If apparent Successful Quoter declines to make any such substitution, Owner may award the Contract to the next lowest Quoter that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Quote security of any Quoter. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF QUOTE

13.01 The Quote Form is included with the Quoting Documents.

A. All blanks on the Quote Form shall be completed in ink and the Quote Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Quote Form. A Quote price shall be indicated for each section, Quote item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Quote Form expressly indicates that submitting pricing on a specific alternate item is optional, and Quoter elects to not furnish pricing for such optional alternate item, then Quoter may enter the words “No Quote” or “Not Applicable.”

13.02 A Quote by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Quote by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

13.04 A Quote by an individual shall show the Quoter’s name and official address.

13.05 A Quote by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Quote Form. The official address of the joint venture shall be shown.

13.06 All names shall be printed in ink below the signatures.

13.07 The Quote shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Quote Form.

13.08 Postal and e-mail addresses and telephone number for communications regarding the Quote shall be shown.

13.09 The Quote shall contain evidence of Quoter's authority and qualification to do business in the state where the Project is located, or Quoter shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Quote. Quoter's state contractor license number, if any, shall also be shown on the Quote Form.

ARTICLE 14 – BASIS OF QUOTE

14.01 *Unit Price*

A. Quoters shall submit a Quote on a unit price basis for each item of Work listed in the unit price section of the Quote Form.

B. The "Quote Price" (sometimes referred to as the extended price) for each unit price Quote item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Quote Form) for the item and the corresponding "Quote Unit Price" offered by the Quoter. The total of all unit price Quote items will be the sum of these "Quote Prices"; such total will be used by Owner for Quote comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF QUOTE

15.01 With each copy of the Quoting Documents, a Quoter is furnished one separate unbound copy of the Quote Form, and, if required, the Quote Bond Form. The unbound copy of the Quote Form is to be completed and submitted with the Quote security and the other documents required to be submitted under the terms of Article 7 of the Quote Form.

15.02 A Quote shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to Quote, as may be modified by Addendum, and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Quote is submitted), the name and address of Quoter, and shall be accompanied by the Quote security and other required documents. If a Quote is sent by mail or other delivery system, the sealed envelope containing the Quote shall be enclosed in a separate package plainly marked on the outside with the notation "QUOTE ENCLOSED – SUNFISH LAKE GAS STATION DEMOLITION." A mailed Quote shall be addressed to City of Ramsey, 7550 Sunwood Drive, Ramsey, MN 55303.

15.03 Quotes received after the date and time prescribed for the opening of Quotes, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Quoter unopened.

15.04 The submitted Quote Bond shall bear original signatures of the Surety.

15.05 Submission of Quote Forms and/or Quote Bonds by electronic transmission (such as fax or e-mail) will be a cause for rejection.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF QUOTE

16.01 A Quote may be withdrawn by an appropriate document duly executed in the same manner that a Quote must be executed and delivered to the place where Quotes are to be submitted prior to the date and time for the opening of Quotes. Upon receipt of such notice, the unopened Quote will be returned to the Quoter.

16.02 If a Quoter wishes to modify its Quote prior to Quote opening, Quoter must withdraw its initial Quote in the manner specified in Paragraph 16.01 and submit a new Quote prior to the date and time for the opening of Quotes.

16.03 If within 24 hours after Quotes are opened any Quoter files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Quote, that Quoter may withdraw its Quote, and the Quote security will be returned. Thereafter, if the Work is requote, that Quoter will be disqualified from further quoting on the Work.

ARTICLE 17 – OPENING OF QUOTES

17.01 Quotes will be opened at the time and place indicated in the advertisement or invitation to Quote as may be amended by Addendum and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Quotes and major alternates, if any, will be made available to Quoters after the opening of Quotes.

ARTICLE 18 – QUOTES TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Quotes will remain subject to acceptance for the period of time stated in the Quote Form, but Owner may, in its sole discretion, release any Quote and return the Quote security prior to the end of this period.

ARTICLE 19 – EVALUATION OF QUOTES AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Quotes, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Quotes. Owner will reject the Quote of any Quoter that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Quoter purports to add terms or conditions to its Quote, takes exception to any provision of the Quoting Documents, or attempts to alter the contents of the Contract Documents for purposes of the Quote, then the Owner will reject the Quote as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 Evaluation of Quotes

A. In evaluating Quotes, Owner will consider whether or not the Quotes comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Quote Form or prior to the Notice of Award.

19.03 In evaluating whether a Quoter is responsible, Owner will consider the qualifications of the Quoter and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Quoting Documents.

19.04 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Quoters and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Quoter delivers the Agreement (executed by Successful Quoter) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Quoter, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Quoter shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Quoter, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

DOCUMENT 00 41 00
QUOTE FORM

ARTICLE 1 – QUOTE RECIPIENT

1.01 This Quote is submitted to:

City of Ramsey
7550 Sunwood Drive
Ramsey, MN 55303

1.02 The undersigned Quoter proposes and agrees, if this Quote is accepted, to enter into an Agreement with Owner in the form included in the Quoting Documents to perform all Work as specified or indicated in the Quoting Documents for the prices and within the times indicated in this Quote and in accordance with the other terms and conditions of the Quoting Documents.

ARTICLE 2 – QUOTER'S ACKNOWLEDGEMENTS

2.01 Quoter accepts all of the terms and conditions of the Instructions to Quoters, including without limitation those dealing with the disposition of Quote security. This Quote will remain subject to acceptance for 60 days after the Quote opening, or for such longer period of time that Quoter may agree to in writing upon request of Owner.

ARTICLE 3 – QUOTER'S REPRESENTATIONS

3.01 In submitting this Quote, Quoter represents that:

A. Quoter has examined and carefully studied the Quoting Documents, and any data and reference items identified in the Quoting Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
_____	_____
_____	_____
_____	_____
_____	_____

B. Quoter has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Quoter is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Quoter has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Quoter has considered the information known to Quoter itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Quoting Documents; and any Site-related reports and drawings identified in the Quoting Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Quoter; and (3) Quoter's safety precautions and programs.

F. Quoter agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Quote for performance of the Work at the price quote and within the times required, and in accordance with the other terms and conditions of the Quoting Documents.

G. Quoter is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Quoting Documents.

H. Quoter has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Quoter has discovered in the Quoting Documents, and confirms that the written resolution thereof by Engineer is acceptable to Quoter.

I. The Quoting Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Quote constitutes an incontrovertible representation by Quoter that Quoter has complied with every requirement of this Article, and that without exception the Quote and all prices in the Quote are premised upon performing and furnishing the Work required by the Quoting Documents.

ARTICLE 4 – QUOTER'S CERTIFICATION

4.01 Quoter certifies that:

A. This Quote is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Quoter has not directly or indirectly induced or solicited any other Quoter to submit a false or sham Quote;

C. Quoter has not solicited or induced any individual or entity to refrain from quoting; and

D. Quoter has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the quoting process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the quoting process to the detriment of Owner, (b) to establish quote prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Quoters, with or without the knowledge of Owner, a purpose of which is to establish quote prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quoting process or affect the e execution of the Contract.

ARTICLE 5 – BASIS OF QUOTE

5.01 Quoter will complete the Work in accordance with the Contract Documents for price(s) shown on the Quote Proposal.

5.02 Quoter acknowledges that (1) each Quote Unit Price includes an amount considered by Quoter to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Quotes, and final payment for all unit price Quote items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Quoter agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Quoter accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS QUOTE

7.01 The following documents are submitted with and made a condition of this Quote:

A. Required Quote security in the form of certified check, cashier's check, cash deposit or Quote bond;

B. Document 00 45 00 – Affidavit of Non-Collusion.

C. Document 00 45 14 – Responsible Contractor Certificate.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Quote with initial capital letters have the meanings stated in the Instructions to Quoters, the General Conditions, and the Supplementary Conditions.

QUOTE PROPOSAL
CITY OF RAMSEY
Sunfish Lake Gas Station Demolition

Quoter agrees to perform all the work described in the Contract Documents for the following unit prices and/or lump sums, which include sales tax and other applicable taxes and fees.

Quote Schedule

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	BUILDING DEMOLITION AND REMOVAL	1	LUMP SUM		
2	COMMON EXCAVATION (P)	100	CU YD		
3	SUBGRADE PREPARATION	1	LUMP SUM		
4	PLACING AGGREGATE SURFACING CLASS 5 MODIFIED	750	CU YD		
5	INLET PROTECTION	3	EACH		
6	EROSION CONTROL	1	LUMP SUM		
7	TRAFFIC CONTROL	1	LUMP SUM		

Total Quotation $ _____

ARTICLE 9 – QUOTE SUBMITTAL

QUOTER: *[Indicate correct name of quoting entity]*

_____

By:

[Signature] _____

[Printed name] _____

(If Quoter is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Quoter's License No.: _____

(where applicable)

DOCUMENT 00 43 33
TABULATION OF SUPPLIERS

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF MATERIAL _____

CITY _____ _____

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF MATERIAL _____

CITY _____ _____

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF MATERIAL _____

CITY _____ _____

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF MATERIAL _____

CITY _____ _____

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF MATERIAL _____

CITY _____ _____

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF MATERIAL _____

CITY _____ _____

DOCUMENT 00 43 36
TABULATION OF SUBCONTRACTORS

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF CONSTRUCTION _____

CITY _____ _____

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF CONSTRUCTION _____

CITY _____ _____

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF CONSTRUCTION _____

CITY _____ _____

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF CONSTRUCTION _____

CITY _____ _____

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF CONSTRUCTION _____

CITY _____ _____

NAME _____ TELEPHONE NO. _____

ADDRESS _____ TYPE OF CONSTRUCTION _____

CITY _____ _____

DOCUMENT 00 45 00
AFFIDAVIT OF NON-COLLUSION

STATE OF MINNESOTA

COUNTY OF ANOKA

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Quoter (if the Quoter is an individual), a partner in the Quoter (if the Quoter is a partnership) or an officer or employee of the Quoter corporation having authority to sign on its behalf (if the Quoter is a corporation);

2. That the attached quote or quotes have been arrived at by the Quoter individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action designed to limit individual quoting or competition with any other prospective Quoter or vendor of any materials, supplies, equipment or services described in the invitation to quote;

3. That the contents of the quote or quotes have not been communicated by the Quoter or its employees or agents to any person not an employee or agent of the Quoter or its Surety on any bond furnished with the quote or quotes, and will not be communicated to any such person, prior to any official opening of the quote or quotes; and

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me _____
(Quoter)
this _____ day of _____, 2017.

_____ _____
(Firm making quote or quotes) Official Title

DOCUMENT 00 45 14
RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT: SUNFISH LAKE GAS STATION DEMOLITION

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** … any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project…	
Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	The Contractor: (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity: (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of $25,000 or more within the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION**.

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE**.
A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document. A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted. A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: **1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,** **2) I have included a First Tier Subcontractors List with my company's solicitation response, and** **3) if my company is awarded a contract, I will also submit the Additional Subcontractors List as required.**	
Authorized Signature of Owner or Officer:	**Printed Name:**
Title:	**Date:**
Company Name:	

Sworn to and subscribed before me this
_____ day of _____, 20___,

_____
Notary Public

PLACE NOTARY STAMP HERE

My Commission Expires: _____

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR PROPOSAL

PROJECT: SUNFISH LAKE GAS STATION DEMOLITION

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	**Name of city where company home office is located**

DOCUMENT 00 45 15
ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT: SUNFISH LAKE GAS STATION DEMOLITION

This form must be submitted to the Owner as identified in the solicitation document. Minn. Stat. § 16C.285, Subd. 5. … If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	**Name of city where company home office is located**

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION	
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: All additional subcontractors listed on Additional Subcontractors List have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285.**	
Authorized Signature of Owner or Officer:	**Printed Name:**
Title:	**Date:**
Company Name:	

DOCUMENT 00 52 00
STANDARD FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ramsey ("Owner") and _____"Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Demolition of convenience store/gas station, hauling and placing Class 5 surfacing, and associated sediment control and traffic control.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Sunfish Lake Gas Station Demolition.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Hakanson Anderson.

3.02 The Owner has retained Hakanson Anderson ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. Demolition and removal of building and all of its components, demolition and removal of canopy, demolition and removal of signs and foundations. All Work including Bituminous Pavement Removal, Concrete Removal, Removals, Grading, Construction of Aggregate Surfacing, Erosion Control and Restoration will be substantially completed on or before November 22, 2017, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 22, 2017.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within

the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner $300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $300 for each day that expires after such until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

B. The extended prices for Unit Price Work set forth as the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of the actual quantities and classifications are to made by Engineer.

C. Contractor's Quote is attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of Contractor's fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on or about the 2nd Tuesday of each month during construction as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. *For Cost of the Work*: Progress payments on account of the Cost of the Work will be made:

a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

1) 95 percent Cost of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

2) 75 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph.

ARTICLE 7 – INTEREST

7.01 Not used.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to any Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor,; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).

2. Performance bond (pages 1 to 5, inclusive).

3. Payment bond (pages 1 to 5, inclusive).

4. General Conditions (pages 1 to 72, inclusive).

5. Supplementary Conditions (pages 1 to 8, inclusive).

6. Specifications as listed in the table of contents of the Project Manual.

7. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: Sunfish Lake Gas Station Demolition.

8. Addenda (numbers ___ to ___, inclusive).

9. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Quote (pages ___ to ___, inclusive).

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the quoting process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the quoting process or the execution of the Contract to the detriment of Owner, (b) to establish Quote prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Quoters, with or without the knowledge of Owner, a purpose of which is to establish Quote prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the quoting process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
City of Ramsey	
By:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
City of Ramsey	
7550 Sunwood Drive	
Ramsey, MN 55303	
	License No.: _____ *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*Use in those states or other jurisdictions where applicable or required.*

DOCUMENT 00 61 11
PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain Quotes or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

DOCUMENT 00 61 13
PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description *(name and location)*:

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

_____ *(seal)*
Contractor's Name and Corporate Seal

By: _____
Signature

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

SURETY

_____ *(seal)*
Surety's Name and Corporate Seal

By: _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

Attest: _____
Signature

_____
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor,

materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

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To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
8. allow for the waiver of the insurer's subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.
13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, 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 Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

DOCUMENT 00 73 00
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:

1. Phase I Environmental Site Assessment, dated January 10, 2017, prepared by Braun Intertec, consisting of 43 pages.

2. Phase II Environmental Site Assessment, dated March 1, 2017, prepared by Braun Interec, consisting of 29 pages.

D. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:

1. Drawings dated *November 12, 2002, prepared by Design and Construction LLC, consists of 33 pages.*

a. None of the contents of such drawings is Technical Data on whose accuracy Contractor may rely.

E. Contractor may examine copies of reports and drawings identified in SC 5.03.C and SC 5.03.D that were not included with the Quoting Documents at Hakanson Anderson, 3601 Thurston Avenue, Anoka, MN 55303, during regular business hours, or may request copies from Engineer.

SC-5.06 Add the following subparagraphs 5.06.A.1 and 5.06.A.2:

1. The following reports regarding Hazardous Environmental Conditions at the Site are known to Owner:

a. Predemolition Hazardous Building Materials Inspection Report, dated November 26, 2016, prepared by Braun Intertec, consisting of 27 pages.

b. UST Notification of Installation or Change in Status Form, dated March 28, 2017, prepared by Minnesota Pollution Control Agency, consisting of 3 pages.

ARTICLE 6 – BONDS AND INSURANCE

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory
Employer's Liability:	
Bodily injury, each accident	$ 500,000
Bodily injury by disease, each employee	$ 500,000
Bodily injury/disease aggregate	$ 500,000
Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	$ 2,000,000
Products - Completed Operations Aggregate	$ 1,000,000
Personal and Advertising Injury	$ 1,000,000
Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	$ 500,000
Each accident	$ 1,000,000
Property Damage:	
Each accident	$ 500,000

4. Excess or Umbrella Liability:

Per Occurrence	$	5,000,000
General Aggregate	$	5,000,000

5. Contractor's Pollution Liability:

Each Occurrence	$	Not Applicable
General Aggregate	$	Not Applicable

☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: The Owner [CITY OF RAMSEY] and Engineer [HAKANSON ANDERSON ASSOCIATES, INC.], shall be listed as additional insureds.

7. Contractor's Professional Liability:

Each Claim	$	1,000,000
Annual Aggregate	$	1,000,000

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be *7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 6:00 p.m. Saturdays. Contractors shall not perform work on Sundays or Legal Holidays.*

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.02 Delete Article 8.02 and replace with the following:

A. Concurrent with the construction activity, private utility owners may install, relocate or otherwise modify their utilities. Contractor shall solely be responsible for the coordination of this work.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and

approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

    a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

    b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise

Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

    a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

    b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

    a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

    b. Record names, addresses, fax numbers, e-mail addresses, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

    c. Maintain records for use in preparing Project documentation.

11. Reports:

    a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

    a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

    b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

    c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

ARTICLE 18 – MISCELLANEOUS

SC-18.09. Add the following new paragraph immediately after paragraph 18.08:

18.09. Additional Requirements

A. The Contractor shall comply with all of the additional requirements as listed below. A copy of these requirements are included in this Project Manual as indicated.

1. Attachment 1 – Original Construction Drawings dated November 5, 2002, prepared by others (Includes 103 Sheets).

2. Attachment 2 – Phase I Environmental Site Assessment, dated January 10, 2017, prepared by Braun Intertec, (Includes 43 pages).

3. Attachment 3 – Phase II Environmental Site Assessment, dated March 1, 2017, prepared by Braun Intertec, (Includes 29 pages).

4. Attachment 4 – Predemolition Hazardous Building Materials Inspection Report, dated November 26, 2016, prepared by Braun Intertec, (Includes 27 pages).

5. Attachment 5 – UST Notification of Installation or Change in Status Form, dated march 28, 2017, prepared by Minnesota Pollution Control Agency, (Includes 3 pages).

6. Attachment 6 – City of Ramsey Demolition Procedure and Permit Application (Includes 3 pages).

7. Attachment 7 – City of Ramsey Application for Contractor's License (Includes 4 pages).

8. Attachment 8 – MPCA Notice of Intent to Perform a Demolition (Includes 2 pages).

9. Attachment 9 – Construction Plans (Includes 5 sheets).

DIVISION 1

DIVISION 1 – GENERAL REQUIREMENTS

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SECTION 01 33 00
SUBMITTALS

PART 1 – GENERAL

1.01 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Contractor's construction schedule.
2. Submittal schedule.
3. Shop drawings.
4. Product data.
5. Samples.
6. Quality assurance and quality control submittals, including calculations, mix designs and substantiating test results.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION

3.01 SUBMITTAL PROCEDURES

Contractor shall be responsible for the following:

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals or resubmittals concurrently.
   a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
   a. Allow fourteen (14) calendar days for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
   b. If an intermediate submittal is necessary, process the same as the initial submittal.
   c. Allow fourteen (14) calendar days for processing each resubmittal.
   d. No extension of Contract Time will be authorized because of failure to transmit submittals to Engineer sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 inches by 5 inches on the label or beside the title block on Shop Drawings to record Contractor's and Engineer's review and approval markings and the action taken.
2. Include the following information on the label for processing and recording action taken.
   a. Project name.
   b. Date.

c. Name and address of the Contractor's Engineer.
d. Name and address of the Contractor.
e. Name and address of the subcontractor.
f. Name and address of the supplier.
g. Name of the manufacturer.
h. Number and title of appropriate Specification Section.
i. Drawing number and detail references, as appropriate.

C. Number of Copies:

1. Two (2) copies of the proposed Construction schedule and subsequent revision are required.
2. Two (2) copies of the proposed Submittal schedule and subsequent revision are required.
3. Three (3) copies of Shop Drawings, Product, Product Samples, Quality Assurance and Quality Control submittals are required. If Contractor requires more than two (2) approved copies, Contractor shall submit additional sets.

D. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer using a transmittal form accepted by Engineer. Engineer will not accept submittals received from sources other than Contractor.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

3.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, Contractor's construction schedule. Provide a separate time bar for each significant construction activity. Engineer shall approve format and level of detail. Update schedules as necessary to reflect current status of work. Submit revised schedules as requested and with each pay application.

3.03 SUBMITTAL SCHEDULE

A. Concurrently with the development of Contractor's Construction Schedule, prepare and submit a complete and comprehensive schedule of submittals.

1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.
2. Prepare the schedule in chronological order, listing each item for which Contractor's shop drawings, product data, samples or other types of submittals are required

3.04 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.

B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.

4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 inches by 11 inches but no larger than 24 inches by 36 inches.
7. Do not use Shop Drawings without an appropriate stamp indicating action taken.

3.05 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, standard wiring diagrams, applicable certifications and performance curves. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information.

3.06 SAMPLES

A. Submit full-size, fully fabricated Samples cured and finished when specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern. Mount or display Samples in the manner to facilitate review of qualities indicated.

3.07 QUALITY ASSURANCE AND QUALITY CONTROL SUBMITTALS

A. Submit quality assurance and quality control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, materials test results, field testing and inspection reports, and other quality-control submittals as required under other Sections of the Specifications.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a certification from the manufacturer or responsible engineer certifying compliance with specified requirements.

C. Calculations: When required in the technical specification, calculations shall be prepared and signed by a Professional Engineer registered in the State of Minnesota.

3.08 ENGINEER/ARCHITECT'S ACTION

A. Except for submittals for the record, or for information where action and return is not required, Engineer will review each submittal, mark to indicate action taken, and return within the time frame specified in Paragraph 3.01.A.3.

1. Compliance with specified characteristics is the Contractor's responsibility.

B. Action Stamp: Engineer will stamp each submittal with a uniform, action stamp. Engineer will mark the stamp appropriately to indicate the action taken, as follows:

1. “Reviewed”: the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
2. "Reviewed with Comments”: the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.
3. "Revise and Resubmit” or “Rejected": do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations and resubmit without delay. Repeat if necessary to obtain different action mark.

a. Do not use, or allow others to use, submittals marked "Revise and Resubmit" or “Rejected” at the Project Site or elsewhere where Work is in progress.

4. Other Action: Where a submittal is for information, or for record purposes, or for special processing, or for other activity, the E/A will return the submittal marked “Record Copy”, “Action Not Required” or “No Action Taken."

C. Unsolicited Submittals: The E/A will return unsolicited submittals to the sender without action.

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

This Section lists those permits referred to in the General Conditions, Section 7.08 that are applicable to this project.

A. Permits obtained by Owner.
The Owner has applied for the following permits from appropriate authorities. It is anticipated that the permits will be approved prior to execution of contract. Contractor shall perform all work and conduct itself in full accordance with the requirements of the permits.

1. None

B. Permits obtained by Contractor.

1. City of Ramsey Building Permit.

2. City of Ramsey Contractor's License.

Contractor shall be responsible for posting any bonds that may be required as a condition to any Owner or Contractor obtained permit. Contractor is also responsible for securing and paying all costs of any other required permits not mentioned above.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

SECTION 01 42 00
SPECIFICATION REFERENCE

PART 1 – GENERAL

1.01 STANDARD SPECIFICATIONS FOR WATERMAIN, SANITARY SEWER AND STORM SEWER CONSTRUCTION

A. Watermain, sanitary sewer and storm sewer construction including pipe jacking/boring shall conform to the applicable provisions of the "Standard Specifications for 2600 - Trench Excavation and Backfill / Surface Restoration, 2611 - Watermain and Service Line Installation, 2621 - Sanitary Sewer and Storm Sewer Installation" as published by the City Engineers Association of Minnesota, (CEAM) 2013 Edition.

B. Copies of the Standard Specifications are available from the CEAM web site at: **http://ceam.org**

C. References in this Project Manual or on the Plans, to the Standard Specifications, referenced in 1.01.A above, shall serve to supplement or modify the Standard Specifications. Portions of the Standard Specifications not specifically affected by the supplemented information of modification shall remain in effect as originally written.

D. THREADED ITEMS - All threaded items furnished under this contract, including but not limited to mechanical joint connectors, flanged joint connectors, mainline valves, saddles, corporation stops, curb stops, hydrants, and air release valves shall be furnished to the nominal size as specified with ENGLISH threads.

1.02 STANDARD SPECIFICATIONS FOR GRADING, STREET AND SURFACE IMPROVEMENTS

A. All of Divisions II and III, and any specifically referenced Division I sections of the Minnesota Department of Transportation (MnDOT), "Standard Specifications for Construction", 2016 Edition, together with all the Supplemental Specifications shall apply to all construction performed under this Contract except as modified in these Specifications. Unless noted, the requirements in the Specifications are in addition to the MnDOT Specification section being referenced.

B. Whenever the word "Contracting Authority," "Department" or "Owner" is used in the sense of ownership as part of these Specifications and Contract, it shall mean Owner as defined in the Form of Agreement.

C. References in this Project Manual or on the Standard Specifications referenced in 1.02.A above, shall serve to supplement or modify the Standard Specifications. Portions of Standard Specifications not specifically affected by the supplemented information or modification shall remain in effect as originally written.

1.03 ABBREVIATIONS

A. Wherever the following abbreviations are used, they shall have the meanings indicated.

AASHTO	American Association of the State Highway and Transportation Officials
ACI	American Concrete Institute
AI	The Asphalt Institute
ASTM	American Society for Testing and Materials
AWWA	American Water Works Association
CEAM	City Engineer's Association of Minnesota
CLFMI	Chain Link Fence Manufacturers Institute
MN/DOT	Minnesota Department of Transportation
OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

SECTION 01 55 00
MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL

PART 1 – GENERAL

All traffic control devices shall conform and be installed in accordance to the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD) and Part VI, "Field Manual for Temporary Traffic Control Zone Layouts", the "Guide to Establishing Speed Limits in Highway Work Zones", the Minnesota Flagging Handbook, the provisions of Mn/DOT 1404 and 1710, the Minnesota Standard Signs Manuals Parts I and II, the Traffic Engineering Manual, the Traffic Control Layouts/Typical Traffic Control Layouts in the Plans, and these Special Provisions.

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic through the Project during the life of the Contract from the start of Contract operations to the final completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions. The highways shall be kept open to traffic at all times, except as modified below.

Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, drums, pavement markings and flagmen as required and sufficient barricade weights to maintain barricade stability.

1.01 TRAFFIC CONTROL

A. The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed, or otherwise fail to stabilize the barricades. The Contractor shall further provide sufficient surveillance of all traffic control devices at least once every 24 hours.

   The Contractor shall furnish names, addresses, and phone numbers of at least two (2) individuals responsible for the placement and maintenance of traffic control devices. These individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the Pre-construction Conference.

B. If traffic control layouts are not present in the Plan, or the Contractor modifies the layout or sequence from the Plan, the Contractor shall submit the proposed traffic control layout to the Engineer, for approval, at least fourteen (14) days prior to the start of construction. At least 24 hours prior to placement, all traffic control devices shall be available on the Project for inspection by the Engineer. The Contractor shall modify his/her proposed traffic control layout and/or devices as deemed necessary by the Engineer.

C. The Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate lane closure or internal traffic control signing.

D. The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with **the Traffic Control Layouts,** these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected.

   The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning any request for improving or correcting traffic control devices. **If the Contractor is negligent in correcting the deficiency within one hour of notification the Contractor shall be subject to an hourly charge assessed at a rate of $250.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

E. The person performing the inspection in paragraph (D) above, shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the logs as he deems necessary.

The Contractor shall be required to provide copies of the inspection logs, within the time frame agreed upon, when requested by the Engineer. **If the Contractor is negligent in providing the inspection logs within the time frame agreed upon, the Contractor shall be subject to an hourly charge assessed at a rate of $250.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

F. Measurement and Payment:

All traffic control required under this Contract shall be paid per the Traffic Control quote items provided on the Quote Form.

1.02 MAINTENANCE AND STAGING OF TRAFFIC CONTROL

A. The Contractor shall maintain, at all times, traffic movement and local access. Traffic may be restricted to one lane with proper signing and flagging.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

SECTION 01 57 00
AIR, LAND AND WATER POLLUTION

PART 1 – GENERAL

Pollution of the natural resources of air, land and water by operations under this contract shall be prevented, controlled, minimized and abated in accordance with the provisions of MN/DOT 1717 as modified below.

1.01 EXTREME WEATHER EVENT

If localized flooding is caused by an extreme weather event and results in discharge into surface water, by deliberate pumping or diverted flow, the Contractor shall provide for end of trench or pipe filtration or treatment systems. The filtration/treatment system shall be capable of preventing visibly turbid discharge from entering surface water. This work shall be completed in accordance with applicable laws pertaining to discharge into surface waters and as directed by the Engineer. The Contractor will receive compensation as Extra Work.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

DIVISION 2

DIVISION 2 – EXISTING CONDITIONS

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SECTION	TITLE	PAGE
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SECTION 02 41 00
BUILDING DEMOLITION AND REMOVAL

PART 1-GENERAL

1.01 SECTION INCLUDES

A. Demolition and removal of buildings

B. Removal of bituminous pavement

C. Removal of sidewalks

D. Removal of concrete curb and gutter

E. Removal of parking lot lights

F. Removal of trees, bushes, landscape rock

G. Removal of sanitary sewer service pipe

H. Removal of water service pipe

I. Removal of bollards

J. Removal of signs and foundations

K. Removal of landscaping

L. Removal of irrigation piping

M. Removal of all other miscellaneous site improvements as necessary

N. Removal of storm sewer pipe

PART 2-PRODUCTS (NOT USED)

PART 3-EXECUTION

3.01 DEMOLITION AND REMOVAL OF BUILDINGS

A. The buildings to be removed are shown on the figures contained in these Contract Documents. The buildings may be demolished prior to removal.

B. Building demolition and removal includes all internal and external components, footings, stoops, piping, pump canopy footings, electrical, conduits and other materials as necessary to completely remove the buildings and all related site improvements.

C. The Pre-Demolition Hazardous Building Materials Inspection Report included in the attachments identified materials containing regulated waste. The Contractor shall remove and property dispose of all regulated waste in accordance with all applicable laws and regulations.

D. If applicable, the asbestos-related work shall be performed by a Contractor or Sub-Contractor licensed or certified by the commissioner under Minnesota Statutes sections 326.70 to 326.81 and the Contractor shall provide a copy of that license or certification to the Owner. Further, if applicable, the Contractor shall prepare a project-specific asbestos project plan in accordance with all applicable laws and regulations and adhere to said plan.

E. The sign posts located at the Highway 101 Sunfish Lake Boulevard and footings shall be removed.

F. On-Site crushing will not be allowed.

3.02 REMOVAL

A. The Contractor shall completely remove the buildings and all of their internal and external components, including steps, stoops, sidewalks, floors and footings. The Contractor shall also remove the parking lots, concrete curb and gutter, trees, bushes, driveways, signs and foundations, and all other miscellaneous site improvements as discussed herein and as shown on the plans.

3.03 UTILITIES

A. Telephone, electric power and other wire services, and gas service pipes will be disconnected by the utility owners outside the buildings and all fixtures belonging to such utility companies will be removed by them. Contractor shall remove all other piping and fixtures.

B. Remove sanitary sewer service pipe, water service pipe and storm sewer pipe as shown on the plans. Cap at sewer and water mains per CEAM Standards and in accordance with the details as shown in the plans.

3.04 DISPOSAL OF MATERIALS AND DEBRIS

A. All materials removed and all debris resulting from the removal operations, shall become the property of the Contractor and shall be removed from the site and disposed of in accordance with all City, Federal and State Laws and regulations.

B. Under no circumstances shall crushed material, or products generated from the crushed material of the building demolition, be used on-site as fill.

3.05 DUST CONTROL

A. The Contractor must take steps as necessary to control the dust during all building demolition and removal operations. If necessary, water is available from the fire hydrant located on the site and may be purchased from the City of Ramsey. The Contractor must supply his own water meter with backflow preventer to the satisfaction of the Owner. Fees for water usage shall be paid separately by Contractor to the City of Ramsey in accordance with the City's 2017 Fee schedule.

3.06 CONTAMINATED SOIL AND BURIED WASTE

A. In the event that contaminated soil and/or buried waste is unexpectedly encountered during the progress of the work, the Contractor shall immediately cease work and secure the area. Work outside the vicinity of the discovery area may continue provided that the area of potential contamination is secure. The Contractor shall immediately notify the Owner. Indicators of potentially contaminated soil, groundwater or surface water include:

- Odor including gasoline, diesel, creosote, mothballs, or other chemical-like odor

- Soil-stained green or black, or with dark, oily appearance, or any unusual soil color or texture
- A rainbow color (sheen) on surface of water or soil

B. If encountered, the Contractor shall allow a minimum of 72 hours for the Owner to investigate the potential contamination and determine the necessary steps for remediation and/or removal, if any.

C. Upon request, if contaminated soil is unexpectedly encountered and confirmed by the Owner's Environmental Consultant, the Contractor shall stockpile the contaminated soil on 6-mil polyethylene sheeting and cover with 6-mil polyethylene sheeting that is secured in place and bermed to prevent run on/run-off. This work shall be completed for an additional negotiated price or in the event that the cost cannot be mutually agreed upon the Contractor's fee shall be determined in accordance with Paragraph 12.01.C. of the Standard General Conditions of the contract.

D. If necessary, the Owner may negotiate with the Contractor to determine a mutually agreed upon price for removal and/or remediation of contaminated soil, contaminated water and/or buried waste. If no such price can be mutually agreed upon, the Contractor shall allow the Owner engage the services of a third party to perform the necessary removal and/or remediation and no additional compensation will be due to the Contractor provided that it does not significantly affect the progress of the work.

3.07 SITE RESTORATION

A. After completion of demolition and removal, the site shall be restored to a safe, stable condition.

B. Depressions from all removals shall be backfilled, compacted and graded using on-site soils as fill material in accordance with Section 31 22 00.

C. Final graded slopes shall be in accordance with the Site Restoration Plan.

3.08 METHOD OF MEASUREMENT

A. Building Demolition and Removal including removal of all interior and exterior materials, footings, all pavement, curb and gutter, sidewalks, parking lot lights, sanitary sewer service pipe, water service pipe, storm sewer pipe, signs and foundations, trees and other items as described above and indicated on the plans, will be measured as a single lump sum quantity.

3.09 METHOD OF PAYMENT

A. Payment for the Building Demolition and Removal item at the Contract lump sum price shall be compensation for all costs of the work described above.

Payment will be made on the basis of the following schedule:

Item	Unit
Building Demolition and Removal	Lump Sum

END OF SECTION

DIVISION 31

DIVISION 31 – EARTHWORK

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31 22 00	Grading	DV2-1
31 23 33	Trenching and Backfilling	DV2-4
31 25 00	Erosion and Sedimentation Controls	DV2-5

SECTION 31 22 00
GRADING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Rough Grading.

B. Finish grading.

1.02 RELATED SECTIONS

A. Section 31 25 00 – Erosion and Sedimentation Control.

B. Section 31 23 33 – Trenching and Backfilling.

1.03 PROJECT CONDITIONS

A. Protect above- and below-grade utilities that remain.

B. Protect plants, lawns, trees, and other features to remain as a portion of final landscaping.

C. Protect items not intended for removal.

PART 2 - PRODUCTS

2.01 MATERIALS

A. On-Site Soil

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that survey bench mark and intended elevations for the Work are as indicated.

3.02 PREPARATION

A. Identify required lines, levels, contours, and datum.

B. Stake and flag locations of known utilities.

C. Locate, identify, and protect utilities that remain, from damage.

3.03 ROUGH GRADING

A. Remove topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.

B. Do not remove topsoil when wet.

C. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.

D. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture content.

E. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

3.04 SOIL REMOVAL

A. Stockpile excavated topsoil on site before grading.

B. Maintain areas in a well drained condition at all times.

C. Excavate to the grades as shown on the restoration plan and directed by the Engineer.

3.05 PLACING EMBANKMENTS

A. Deposit and spread in uniform layers in 12 inch lifts.

B. Maintain optimum moisture content.

C. Compact to 100% of Standard proctor density.

D. Do not place frozen material.

3.06 FINISH GRADING

A. Before Finish Grading:
   1. Verify building and trench backfilling have been inspected.
   2. Verify subgrade has been contoured and compacted.

B. Remove debris, roots, branches, stones, in excess of 3 inch in size. Remove contaminated soil.

C. Where topsoil is to be placed, scarify surface to depth of 3 inches.

D. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 6 inches.

3.07 TOLERANCES

A. Top Surface of Subgrade: Plus or minus 0.1 foot from required elevation.

B. Top Surface of Finish Grade: Plus or minus 0.1 foot.

3.08 CLEANING AND PROTECTION

A. Leave site clean and raked, ready to receive landscaping.

3.09 METHOD OF MEASUREMENT

A. The Owner will measure Common Excavation by Plan Quantity (P) as defined in MnDOT Specification 1901 “Measurement of Quantities”.

3.10 METHOD OF PAYMENT

A. The contract unit price includes the cost of excavation, final placement and compaction of the embankment. The Owner will pay for all work under this Section in the basis of the following schedule.

Item	Unit
Common Excavation	CY

END OF SECTION

SECTION 31 23 33
TRENCHING AND BACKFILLING

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. This Work consists of trenching, backfilling and compacting operations associated with removal of pipe, structures and other appurtenances incorporated with Project.

B. Work shall be completed in accordance with Standard Specifications except as herein modified and as shown on Plans

1.02 RELATED WORK

A. Section 02 41 00 – Building Demolition and Removal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 TRENCHING AND BACKFILLING

A. Contractor shall refer to CEAM Standard Specifications Section 2600 for all trenching and backfilling operations.

3.02 COMPACTING

A. Contractor shall refer to CEAM Standard Specifications Section 2600 and MN/DOT Standard Specifications Section 2105.3F1 for compaction requirements.

3.03 METHOD OF MEASUREMENT

A. This work shall be incidental to other work and no measurement will be made.

END OF SECTION

SECTION 31 25 00
EROSION AND SEDIMENTATION CONTROLS

PART 1 - GENERAL

1.01 TEMPORARY CONTROL OF AIR/WATER POLLUTION AND SOIL EROSION/SILTATION

A. This item shall consist of temporary control measures as shown on Plans or as ordered by Engineer or Owner during construction to control water pollution, soil erosion, and siltation through use of temporary rock construction entrance, berms, dikes, dams, sediment basins, silt fences, gravel, mulches, grasses, slope protection, and other erosion control devices or methods.

B. Temporary erosion control measures contained herein shall be coordinated with permanent erosion control measures specified as part of this Contract to extent practical to assure economical, effective, and continuous erosion control throughout Project construction period.

C. Temporary control may include Work outside construction limits such as borrow pit operations, equipment and material storage sites, and waste areas.

1.02 AUTHORITY OF ENGINEER:

A. Engineer has authority to limit surface area of erodible earth material exposed by clearing and grubbing, to limit surface area of erodible earth material exposed by excavation, borrow and fill operations, and to direct Contractor to provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment.

1.03 CONSTRUCTION DETAILS:

A. Contractor will be required to incorporate all permanent erosion control features into Project at earliest practicable time as outlined in accepted schedule.

B. Except where future construction operations will damage slopes, Contractor shall perform permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available.

C. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on Project.

D. Where erosion is likely to be a problem, clearing and grubbing operations should be scheduled and performed so that grading operations and permanent erosion control features can follow immediately thereafter if Project conditions permit; otherwise, temporary erosion control measures may be required between successive construction stages.

E. Engineer will limit area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with Contractor's capability and progress in keeping finish grading, mulching, seeding, and other such permanent control measures current in accordance with accepted schedule. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to extent feasible and justified.

F. If additional temporary erosion and pollution control measures are required due to Contractor's negligence, carelessness, or failure to install permanent controls as a part of Work as scheduled or are ordered by Engineer, such work shall be performed by Contractor at Contractor’s own expense.

G. Engineer may increase or decrease area of erodible earth material to be exposed at one time as determined by analysis of Project conditions.

H. Erosion control features installed by Contractor shall be acceptably maintained by Contractor during construction period.

I. Whenever construction equipment must cross watercourses at frequent intervals, and such crossings will adversely affect the sediment levels, temporary structures should be provided.

J. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into or near rivers, streams, wetlands and impoundments or into natural or manmade channels leading thereto.

1.04 SCHEDULE:

A. Prior to start of construction, Contractor shall submit schedules for accomplishment of temporary and permanent erosion control work.

B. Work shall not be started until erosion control schedules and methods of operations for applicable construction have been accepted by Owner.

1.05 PERMITS:

A. Contractor shall obtain and pay fees to obtain NPDES Construction Permit from Minnesota Pollution Control Agency and comply with all applicable regulations and requirements.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Silt fence shall be machine sliced and shall consist of woven geotextile fabric and supported by steel posts in accordance with Mn/DOT Specification 3886.

B. Erosion control materials shall meet requirements of MN/DOT Standard Specifications.

C. All other materials shall meet commercial grade standards and shall be approved by Engineer before being incorporated into Project.

PART 3 - EXECUTION

3.01 SPECIFIC CONCERNS

A. WATER QUALITY

1. Erosion control measures shall be maintained to prevent-sediment pollution of adjacent water courses.

2. Build, maintain, and operate dams, channels, flumes, sumps and other temporary diversion and protective works to divert stream flow and other surface water through or around construction site and away from Work while construction is in progress.

3. Unless otherwise specified, a diversion must discharge into same natural drainageway in which its head waters are located.

B. DUST CONTROL

1. Construction activities which have potential for generation of dust shall be restricted to avoid nuisance.

2. Controls shall be provided to confine dust and dirt within immediate area of demolition.

3. Masonry and debris shall be thoroughly soaked with water during demolition and loading operations, if necessary to control dust.

4. Water is available from the fire hydrant located on the site and may be purchased from the City of Ramsey. The Contractor must supply his own water meter with backflow preventer to the satisfaction of the Owner. Fees for water usage shall be paid separately by Contractor to the City of Ramsey in accordance with the City's 2016 Fee schedule.

C. NOISE CONTROL

1. Noise control measures shall be taken to limit amount of noise and prevent nuisance.

2. Construction activities generating significant noise shall be limited to normal working hours.

D. INSTALLATION OF INLET PROTECTION

1. Install prior to demolition activities.

2. Maintain as necessary for the duration of the project.

3. Remove upon final stabilization. All removed materials become the property of the contractor.

3.02 METHOD OF MEASUREMENT

A. Inlet protection will be measured by each inlet.

3.03 BASIS OF PAYMENT:

A. Control work performed for protection of all construction areas including areas such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of Contractor with costs included in contract prices bid for items to which they apply.

B. INLET PROTECTION

1. The Owner will make payment on the basis of the following schedule:

a. Initial installation, 50 percent of payment, and

b. Maintenance and removal of the devices, 50 percent of payment.

END OF SECTION

DIVISION 32

DIVISION 32 – EXTERIOR IMPROVEMENTS

INDEX

SECTION	TITLE	PAGE
32 15 00	AGGREGATE SURFACING	DV2-1

SECTION 32 15 00
AGGREGATE SURFACING

PART 1 - GENERAL

1.01 SCOPE OF WORK

A. This Work shall consist of surface preparation, aggregate surfacing, and compaction for drive and turnarounds in accordance with these specifications and shall conform to dimensions, cross sections, and grades shown on Plans and established by Engineer.

1.02 RELATED WORK

A. Section 31 22 00 – Grading.

1.03 SUBMITTALS

A. Comply with Section 01 33 00 – Submittal Procedures.

1.04 UNIT PRICES MEASUREMENT AND PAYMENT

A. Aggregate Base Class 5 – By the CY, includes loading, placing, preparing and compacting.

B. Subgrade Preparation – payment by lump sum. No measurement will be made.

PART 2 - MATERIALS

2.01 AGGREGATE BASE AND SURFACING

A. Aggregate shall be in accordance with Mn/DOT Specification 3138, shall consist of virgin crushed limestone, and shall meet modified gradation requirements for Class 5 as follows:

Sieve	Percent Passing
1”	100
¾”	90-100
No. 4	35-70
No. 40	10-35
No. 200	5-10

The material will be supplied by the City of Ramsey from the City-owned stockpile and shall be loaded, hauled, placed and compacted by the Contractor in accordance with this section.

PART 3 - EXECUTION

3.01 SUBGRADE PREPARATION

A. Subgrade preparation shall consist of leveling, blading, balancing and compacting materials to meet tolerances of plus or minus 0.05 feet at any one point of reference where grades are provided.

B. Engineer may elect to string line or board check tolerance standards prior to starting next operation.

C. Any soft or unsuitable material in subgrade shall be removed and replaced at the direction of the Engineer.

3.02 AGGREGATE SURFACE

A. Work shall consist of construction of Class 5 aggregate surface to depth shown on the plans.

B. Work and materials shall be in accordance with Mn/DOT Specification Section 2211 and 3138.

C. Aggregate base shall be compacted per the specified density method.

PART 4 – METHOD OF MEASUREMENT

4.01 The Engineer will measure the aggregate base per Mn/DOT Specification 1901, "Measurement of Quantities". The Engineer will not deduct the mass or volume of water and admixtures.

4.02 Mass and Volume conversion tables are in the Mn/DOT Grading and Base Manual.

PART 5 – BASIS OF PAYMENT

5.01 The contract unit price for the accepted quantities of *Aggregate Surfacing* includes the costs of testing, placement and compaction.

5.02 The Owner will pay for aggregate base on the basis of the following schedule:

Item No.:	Item:	Unit:
2211.501	Aggregate Surfacing, Class	cubic yard [cubic meter]

END OF SECTION

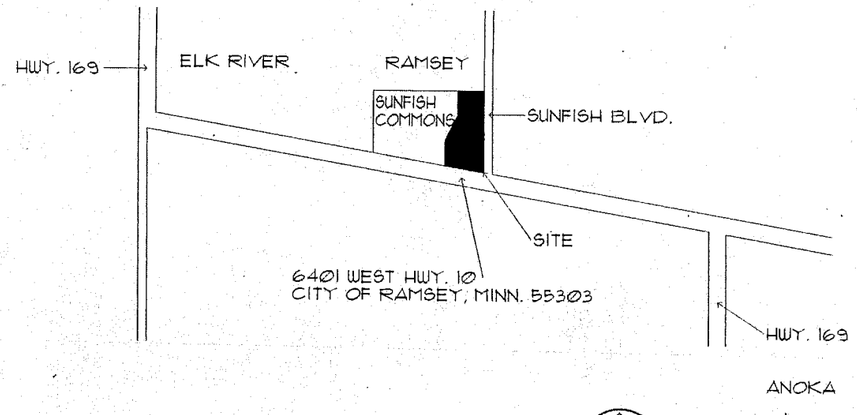
ATTACHMENT 1

Original Construction Drawings dated November 5, 2002, prepared by others (Includes 103 Sheets)

SUNFISH EXPRESS FOR VANAK L.L.C.

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION

6401 WEST HIGHWAY 10 - CITY OF RAMSEY, MINNESOTA 55303



LOCATION MAP

NORTH

SHEET INDEX

ARCHITECTURAL DRAWINGS

T1 - TITLE SHEET AND NOTES
A1.1 - SITE PLAN
A1.2 - SITE DETAILS
L1 - LANDSCAPE PLAN
A2 - FLOOR PLAN
A3 - ELEVATIONS
A4 - ROOF PLAN
A5 - BUILDING SECTIONS
A6.1 - WALL SECTIONS
A6.2 - WALL SECTIONS
A7 - ROOFING DETAILS
A8 - ROOM FINISH SCHEDULE
- DOOR SCHEDULE
- FRAME ELEVATIONS
A9 - OPENING DETAILS
A10 - MISC. DETAILS
A11 - REFLECTED CEILING PLAN

STRUCTURAL DRAWINGS

S1 - FOUNDATION PLAN
S2 - ROOF FRAMING PLAN
S3 - SECTIONS & DETAILS
S4 - SECTIONS & DETAILS
S5 - SECTIONS & DETAILS

MECHANICAL DRAWINGS

P1 - PLUMBING PLANS
M1 - HVAC PLANS

ELECTRICAL DRAWINGS

E1 - ELECTRIC POWER PLANS
E2 - ELECTRIC LIGHTING PLANS

CIVIL/ SURVEY DRAWINGS

C1 - GRADING & EROSION CONTROL
C2 - UTILITY & PAVING PLAN
SUR - SURVEY

SUPPLIER DRAWINGS

CAR WASH EQUIPMENT

EQUIP 1 - EQUIPMENT PLAN
CONC. 1 - CONCRETE PLAN
PLUMB 1 - PLUMBING PLAN
ELECT 1 - ELECTRICAL PLAN
VEND 1 - VENDING AND VACUUM ISLAND

C-STORE/FOOD EQUIPMENT

EQUIP PLAN - EQUIPMENT LAYOUT & LIST

DESIGN AND CONSTRUCTION L.L.C.
7125 - 7TH AVENUE N.E. RIDLEY, MN 55432
TELEPHONE (763) 571-3000 FAX (763) 571-8693

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
FOR: VANAK L.L.C.
6401 WEST HIGHWAY 10 CITY OF RAMSEY, MINN. 55303

20 NOV 02
Date
Reg. No. 9352
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 Minnesota
JACK LUNICK

TITLE SHEET
comm.date 11/21/02
drawn/checked JLC
revised

T-1

B-3 HIGHWAY BUSINESS DISTRICT
FAST FOOD ESTABLISHMENTS
CAR WASH / C-STORE - PERMITTED USES

PARKING

OCCUPANCY	ORDINANCE	REQUIRED	PROVIDED
FAST FOOD PROVISIONS FOR I	1200 SF FT SPACE PER 3 SEATS REF 9-63	15	15
RETAIL	1 / 200 3498 SQ FT	18	24
FULL TIME (3) EMPLOYEES	1 / EMPLOYEE	3	3
CAR WASH	3 / SERVICE BAY	3	3
LOADING BERTH 10'X25'	PROVIDE LOADING BERTH	1	1

SITE:	71,784 SF.
BUILDING	8598 SF. (11.98%)
HARD SERVICE:	49,137 SF. (68.45%)
GREEN AREAS:	14,049 SF. (19.57%)

SYMBOLS TO SITE PLAN

- BITUMINOUS SURFACE - SEE CIVIL DRAWINGS
- 6" THICK CONC. DRIVE SEE CIVIL DRAWINGS W/ DEICING COILS BY PLUMBER.
- 4" THICK CONC. SIDEWALK
- BUILDING

SITE PLAN NOTES

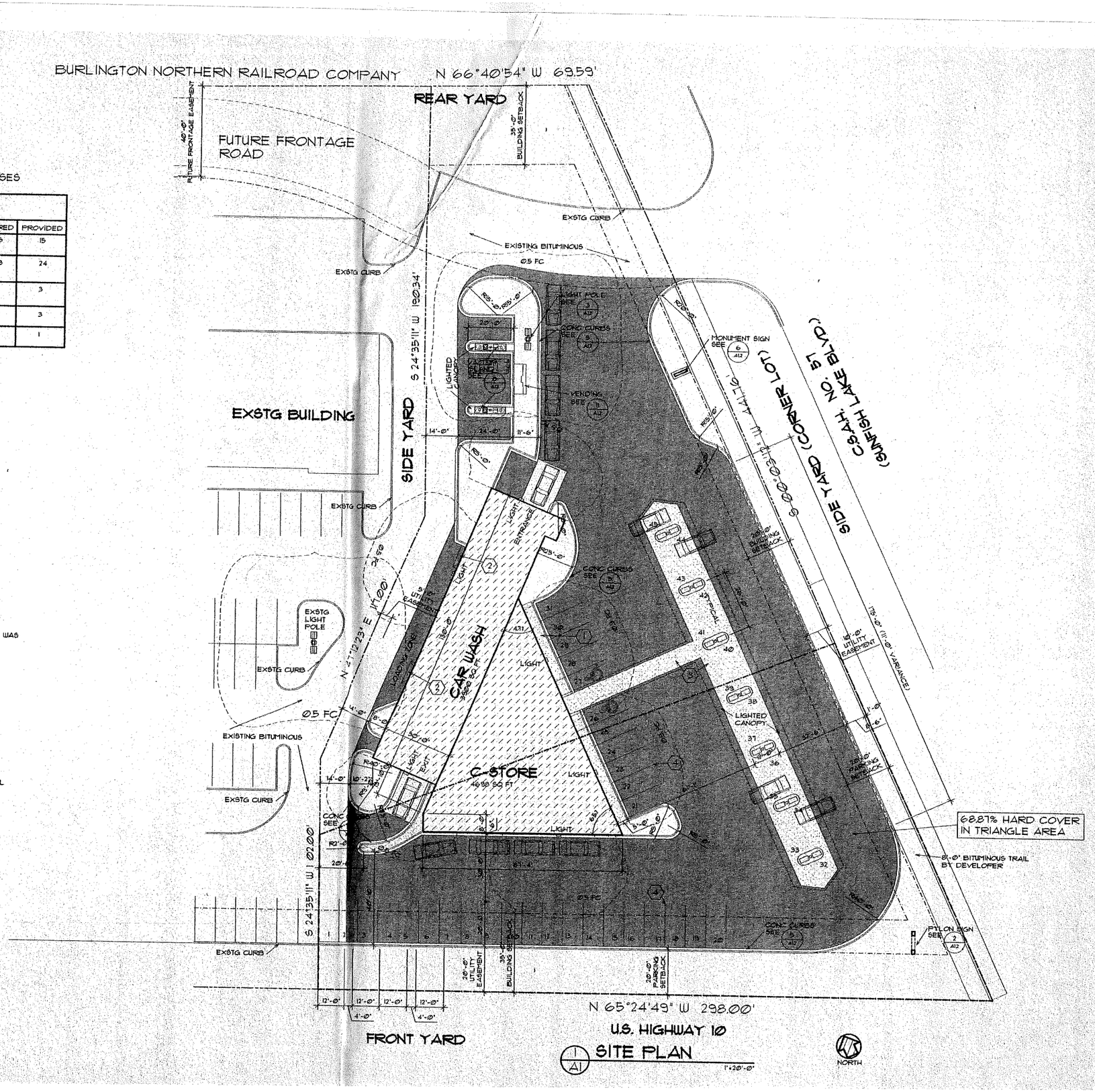
LEGAL DESCRIPTION: SEE SURVEY

SEE CIVIL DRAWINGS FOR SITE GRADING, DRAINAGE, AND UTILITIES.

THE DATA USED IN THE PREPARATION OF THIS SITE PLAN WAS OBTAINED FROM A SURVEYORS CERTIFICATE BY JOHN OLIVER & ASSOCIATES, INC.

SITE PLAN KEY NOTES

1. 4" THICK CONCRETE SIDEWALK WITH MESH BROOM FINISH.
2. BITUMINOUS RAMP AT DELIVERY DOOR SEE PLAN SHEET A-2
3. CONCRETE SIDEWALK & PUMP PAD WITH MESH BROOM FINISH - SEE CIVIL
4. 9' WIDE PARKING STALL STRIPPING TYPICAL STALL DIMENSION 9' X 20'.



1 / A1 SITE PLAN
1"=20'-0"

DESIGN AND CONSTRUCTION L.L.C.
209 7TH AVENUE NE
ROGERS, MN 55374
TELEPHONE (612) 571-3008
FAX (612) 571-8883

NEW CAR WASH & CONVENIENCE STORE FOR:
RAJA DEVELOPMENT
SUNRISH COMMONS
RAMSEY, MINNESOTA

21 WYOL
Date
Reg. No. 9352
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

SITE PLAN
comm.cond.date 7/7/21
drawings checked JLO
revised 7/19/21

A 1

B-3 HIGHWAY BUSINESS DISTRICT
FAST FOOD ESTABLISHMENTS
CAR WASH / C-STORE - PERMITTED USES

PARKING

OCCUPANCY	ORDINANCE	REQUIRED	PROVIDED
FAST FOOD PROVISIONS FOR 1 SPACE PER 3 SEATS REF. 9-93	1200 SF FT	15	15
RETAIL	1 / 200 : 3498 SQ. FT	18	24
FULL TIME (3) EMPLOYEES	1 / EMPLOYEE	3	3
CAR WASH	3 / SERVICE BAY	3	3
LOADING BERTH 10'X25'	PROVIDE LOADING BERTH	1	1

40 REQUIRED 46 PROVIDED

SITE:	71,784 S.F.
BUILDING	8583 S.F. (11.96%)
HARD SERVICE:	47,051 S.F. (65.54%)
GREEN AREAS:	16,150 S.F. (22.48%)

SYMBOLS TO SITE PLAN

- EXISTING BITUMINOUS SURFACE
- BITUMINOUS SURFACE - SEE CIVIL DRAWINGS
- NEW BITUMINOUS TRAIL N.I.C.
- 6" THICK CONC. DRIVE, 4" THICK CONC. SIDEWALK - SEE CIVIL DRAWINGS W/ DEICING COILS BY PLUMBER
- 6" THICK CONC. DRIVE
- BUILDING

SITE PLAN NOTES

LEGAL DESCRIPTION: SEE SURVEY

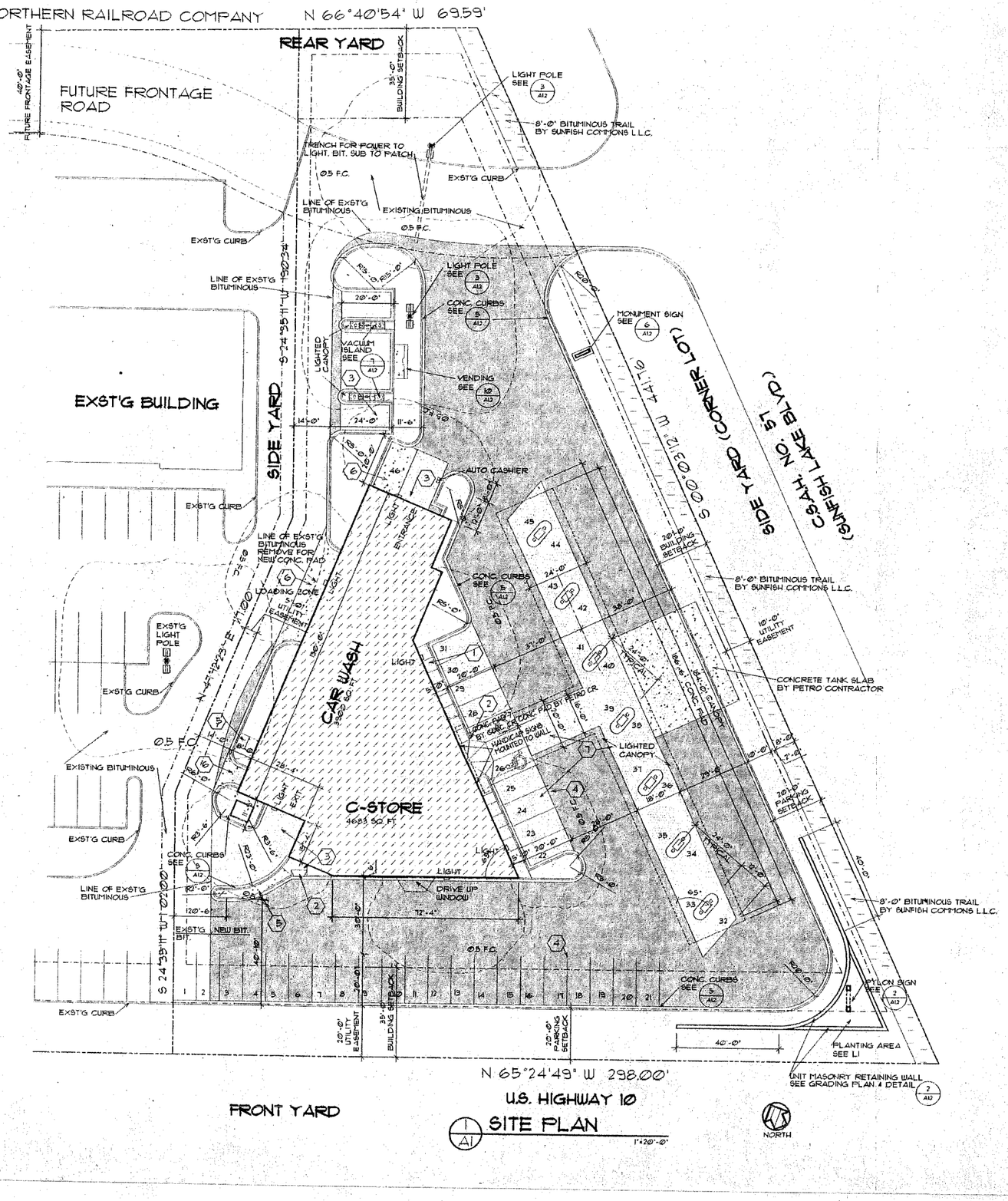
SEE CIVIL DRAWINGS FOR SITE GRADING, DRAINAGE, AND UTILITIES.

THE DATA USED IN THE PREPARATION OF THIS SITE PLAN WAS OBTAINED FROM A SURVEYOR'S CERTIFICATE BY JOHN OLIVER & ASSOCIATES, INC. - 9/21/02

SOIL BORING BY STS CONSULTANTS LTD DATED 7/17/00

SITE PLAN KEY NOTES

1. 4" THICK CONCRETE SIDEWALK WITH MESH BROOM FINISH, BY CONC. SUB CONTRACTOR RIGID INSUL. AND DE-ICING CABLE BY PLUMBER
2. CONCRETE HANDICAP RAMP PER CODE
3. 6" THICK CONCRETE SIDEWALK OR DRIVE WITH MESH BROOM FINISH - BY CONC. SUB CONTRACTOR RIGID INSUL. AND DE-ICING CABLE BY PLUMBER
4. 4" WIDE PARKING STALL STRIPPING TYPICAL STALL DIMENSION 9' X 20'.
5. 4" THICK CONCRETE SIDEWALK WITH MESH BROOM FINISH, BY CONC. SUB CONTRACTOR
6. 6" THICK CONCRETE DRIVE WITH MESH BROOM FINISH - BY CONC. SUB CONTRACTOR
7. 6" THICK CONCRETE PUMP PAD OR DRIVE WITH MESH BROOM FINISH - BY CONC. SUB CONTRACTOR AND PETRO SUPPLIER SEE PLANS FOR SEPARATION RIGID INSUL. AND DE-ICING CABLE BY PLUMBER



1 A1 SITE PLAN 1"=20'-0"

DESIGN AND CONSTRUCTION L.L.C.
220 - 11TH AVENUE N.E. RIDGLEY, MN 56432
TELEPHONE (763) 571-3020 FAX (763) 571-8883

C-STORE FAST FOOD CAR WASH AND GAS STATION PROJECT
SUNFISH LAKE BLVD.
FOR: YANAK L.L.C.
RUNEY, MINNESOTA

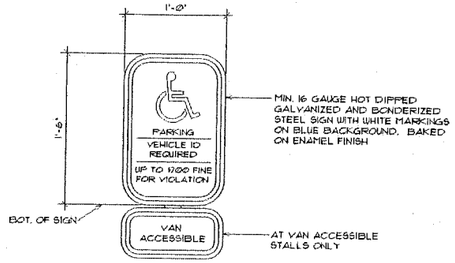
SITE PLAN

Date Reg. No.

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

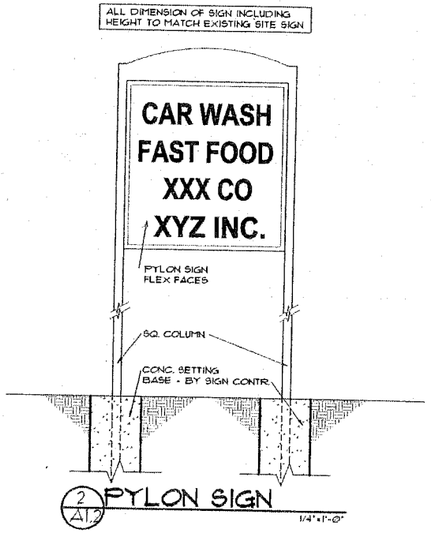
admin APPLIED 12/24/02
drawings checked JLO

A 1.1

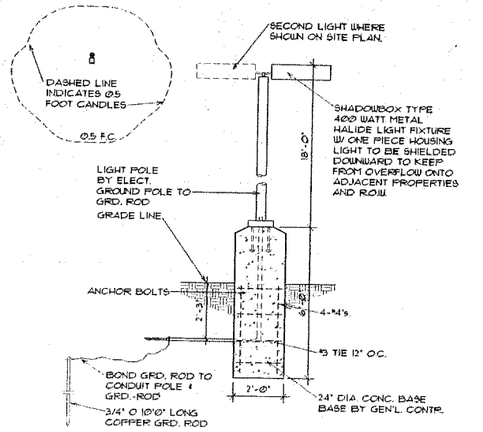


MOUNT SIGN TO WALL AS DIRECTED ON JOB SITE

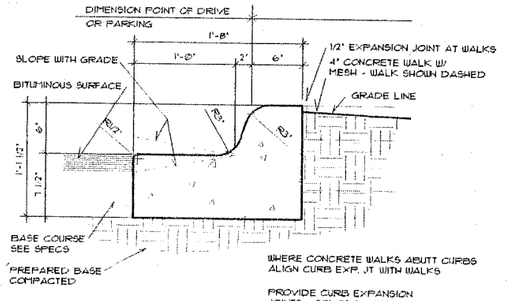
1 A1.2 HANDICAP PARKING SIGN
1 1/2" = 1'-0"



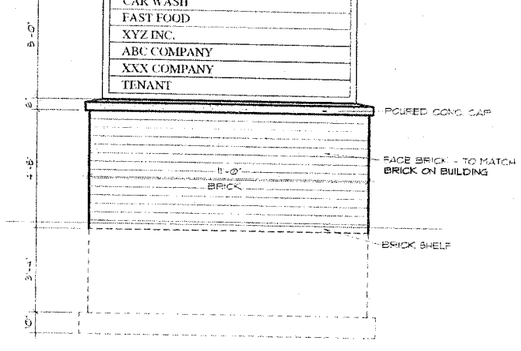
2 A1.2 PYLON SIGN
1/4" = 1'-0"



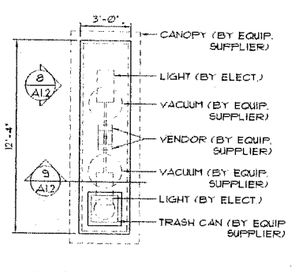
3 A1.2 SITE LIGHT POLE DETAIL
3/8" = 1'-0"



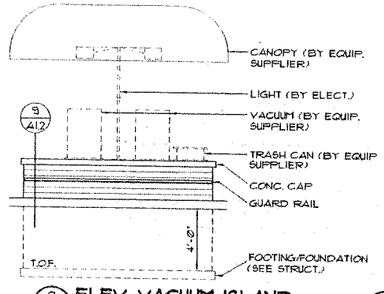
5 A1.2 CONCRETE CURB - MnDOT B612
1 1/2" = 1'-0"



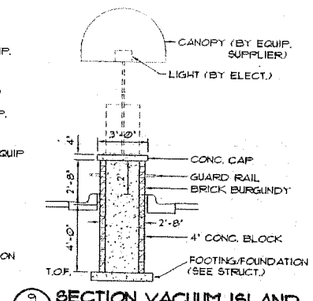
6 A1.2 MONUMENT SIGN DETAIL
3/8" = 1'-0"



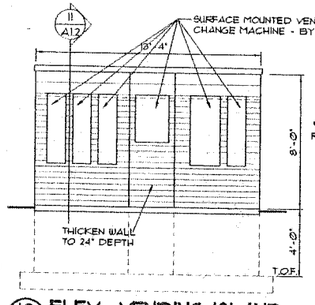
7 A1.2 PLAN - VACUUM ISLAND
1/4" = 1'-0"



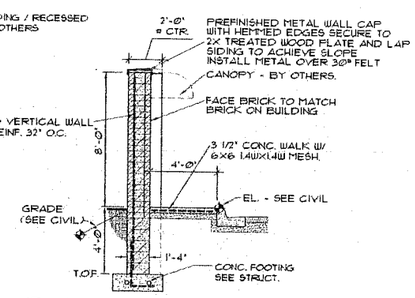
8 A1.2 ELEV. VACUUM ISLAND
1/4" = 1'-0"



9 A1.2 SECTION VACUUM ISLAND
1/4" = 1'-0"



10 A1.2 ELEV. VENDING ISLAND
1/4" = 1'-0"



11 A1.2 SECTION VENDING ISLAND
1/4" = 1'-0"

DESIGN AND CONSTRUCTION L.L.C.
330 - 7TH AVENUE N.E.
TELEPHONE (763) 571-8000
PRIOR LAKE, MN 55372
FAX (763) 571-8893

C-STORE, FAST FOOD, CAR WASH AND GAS STATION
SUNFISH LAKE BLVD. PROJECT
FOR: VANJK L.L.C.
RAMSEY, MINNESOTA

Date 1/16/02 Reg. No. 9352
JACK LOVEJOY

A SITE PLAN DETAILS
1.2

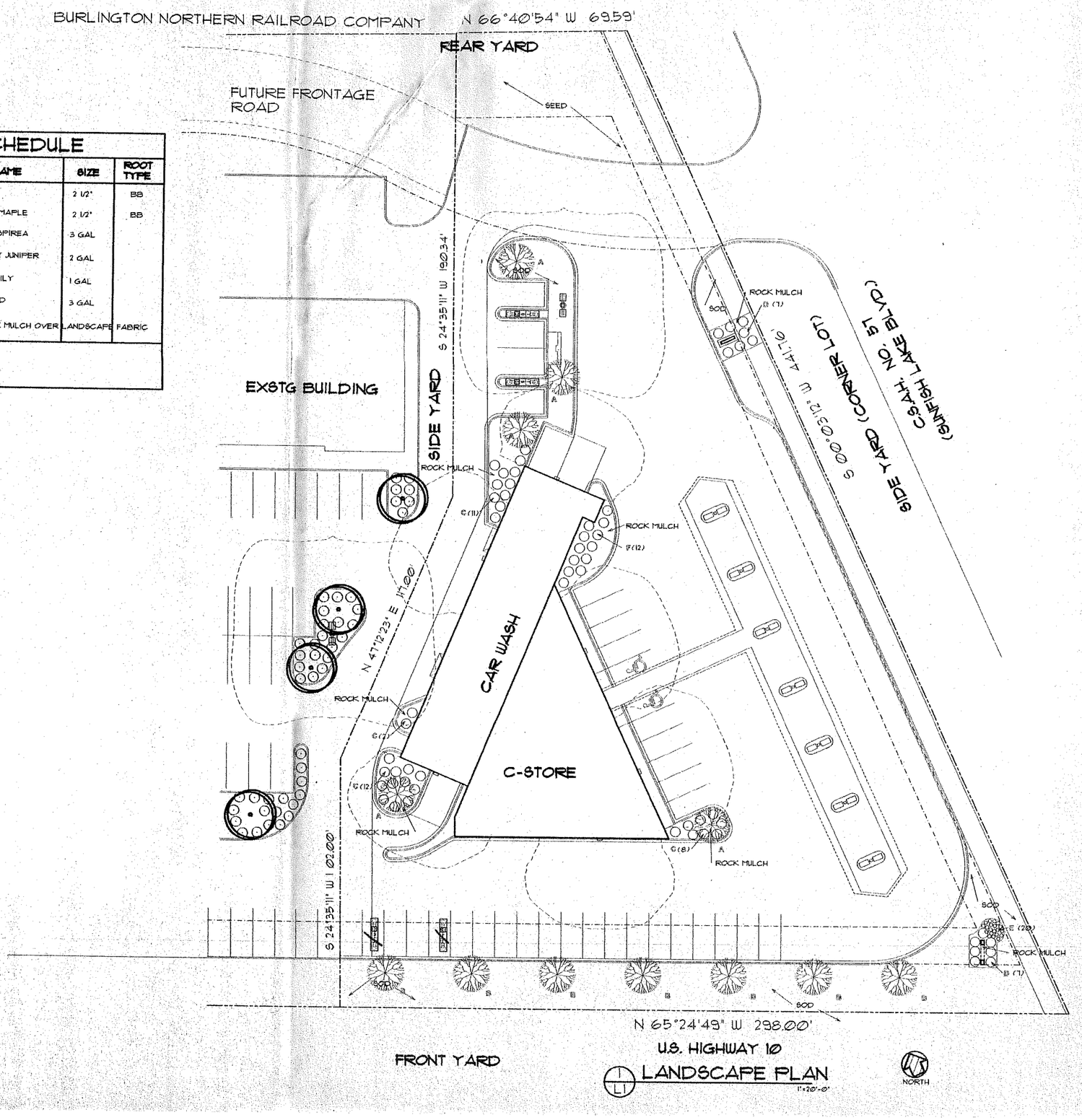
comm. date 7/12/02
drawing checked J.L.O.
revised

PLANT MATERIAL SCHEDULE

QUANTITY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT TYPE
5	A	GLEDITSIA TRIACANTHOS INERMIS 'SKYCOLE'	SKYLINE LOCUST	2 1/2"	BB
7	B	ACER PLATANOIDES 'EMERALD QUEEN'	EMERALD QUEEN MAPLE	2 1/2"	BB
33	C	SPIREA JAPONICA 'LITTLE PRINCESS'	LITTLE PRINCESS SPIREA	3 GAL	
7	D	JUNIPERUS SABINA 'CALGARY CARPET'	CALGARY CARPET JUNIPER	2 GAL	
20	E	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO LILY	1 GAL	
12	F	CORNUS SERICEA 'BAILEY I'	REDTWIG DOGWOOD	3 GAL	
		GROUND COVER: 3/4" TO 1 1/2" MULTI COLOR ROCK MULCH OVER VINYL EDGING NEXT TO SODDED AREAS		LANDSCAPE	FABRIC

TREE SYMBOLS

- EXISTING DECIDUOUS TREES EXISTING SHRUBS
- NEW EVERGREEN TREE
- NEW DECIDUOUS TREE
- NEW SHRUBS AS NOTED



DESIGN AND CONSTRUCTION L.L.C.
220 - 117TH AVENUE N.E.
RIDGLEY, MN 55431
TELEPHONE (612) 571-3005
FAX (612) 571-3885

NEW CAR WASH & CONVENIENCE STORE FOR:
RAJA DEVELOPMENT
SUNFISH COMMONS
RAMSEY MINNESOTA

21JULY02 Date
Reg. No. 9552
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 Landscape Architect under the laws of the State of Minnesota
Signature

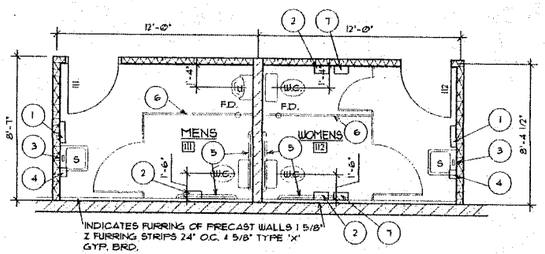
LANDSCAPE PLAN
comm 6013 date 7/21/02
drawn GVS checked JLO
revised

L 1

BATH ACCESSORIES

MOUNTING HEIGHTS - SEE 1/A10

1. PAPER TOWEL DISPENSER (WALL MOUNTED)
2. TISSUE PAPER HOLDER
3. 24"X36" STAINLESS STEEL FRAMED MIRROR
4. SOAP DISPENSER - WALL MOUNTED
5. GRAB BARS - SEE 4/A10
6. METAL TOILET STALLS
7. NAPKIN DISPOSAL



2/A2 BLOW-UP PLAN @ 111 & 112

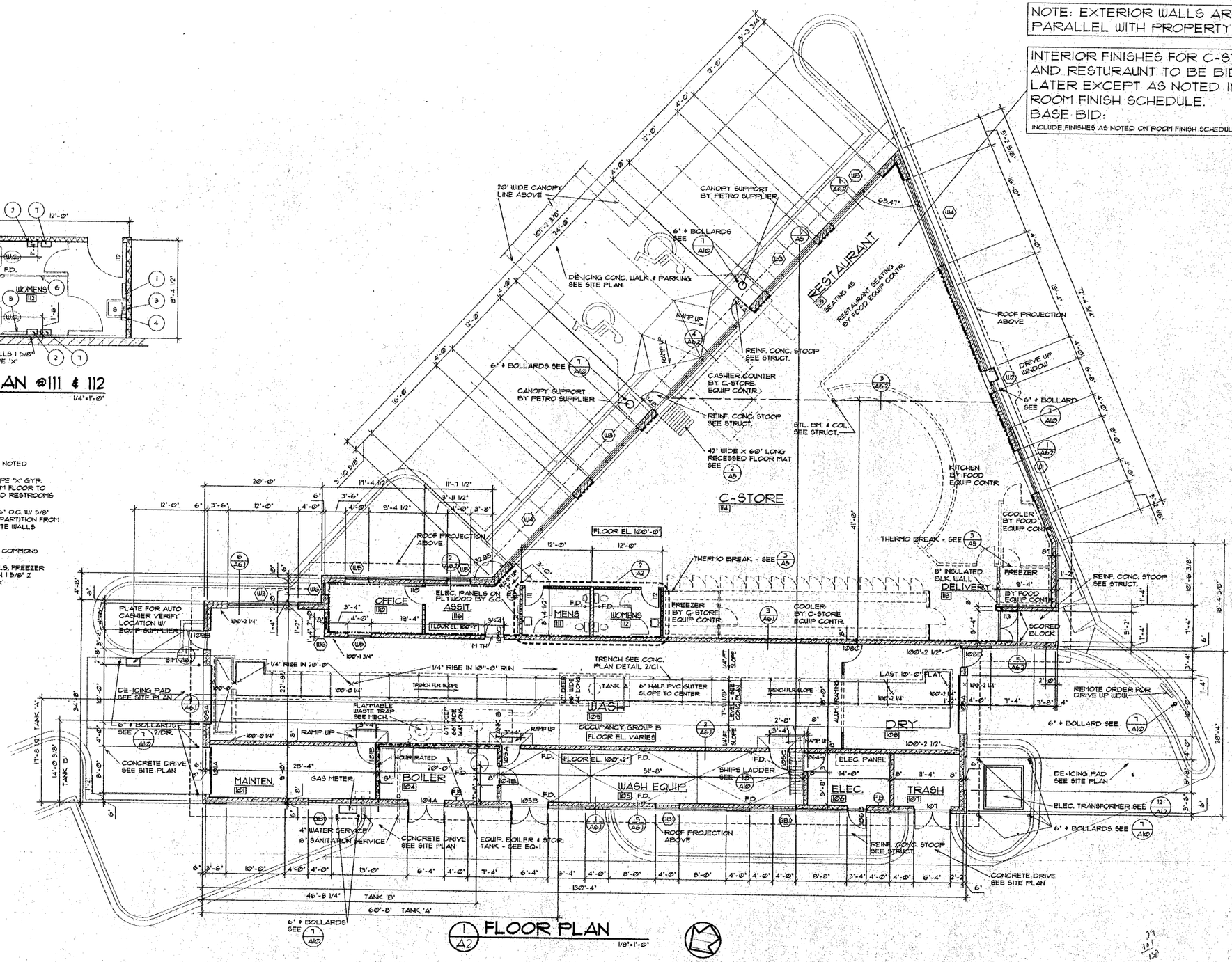
1/4"=1'-0"

WALL SYMBOLS

- UNIT MASONRY WALLS - THICKNESS AS NOTED
- 3 5/8" METAL STUDS 16" O.C. W/ 5/8" TYPE 'X' GYP. BRD. BOTH SIDES. RUN PARTITION FROM FLOOR TO DECK ABOVE. INSULATE WALLS AROUND RESTROOMS
- 5 5/8" METAL STUDS PLUMBING WALL 16" O.C. W/ 5/8" TYPE 'X' GYP. BRD. BOTH SIDES. RUN PARTITION FROM FROM FLOOR TO DECK ABOVE. INSULATE WALLS AROUND RESTROOMS
- FACE BRICK - 4X12 TO MATCH SUNFISH COMMONS
- INDICATES FURRING OF EXTERIOR WALLS, FREEZER WALLS & COOLER WALLS WHERE SHOWN 1 5/8" Z FURRING STRIPS 24" O.C. & 5/8" TYPE 'X' GYP. BRD.
- ONE HOUR RATED WALL

NOTE: EXTERIOR WALLS ARE SET PARALLEL WITH PROPERTY LINES

INTERIOR FINISHES FOR C-STORE AND RESTURAUNT TO BE BID LATER EXCEPT AS NOTED IN ROOM FINISH SCHEDULE.
BASE BID:
INCLUDE FINISHES AS NOTED ON ROOM FINISH SCHEDULE



1/A2 FLOOR PLAN

1/8"=1'-0"

DESIGN AND CONSTRUCTION L.L.C.
350 - 7TH AVENUE N.E. PRIOR LAKE, MN 55372
TELEPHONE (763) 577-3000 FAX (763) 577-3883

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION

SUNFISH EXPRESS

FOR: YANKEE L.L.C.

6401 WEST HIGHWAY 10, CITY OF RAMSEY, MINN. 55303

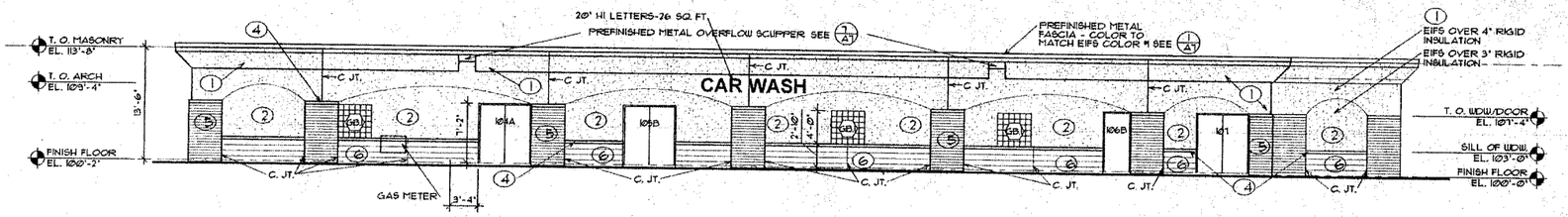
Reg. No. 4352
20 MAY 02
Date

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

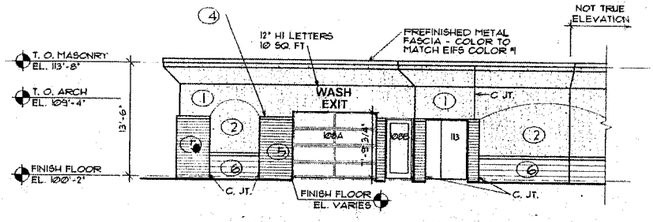
A FLOOR PLAN

2

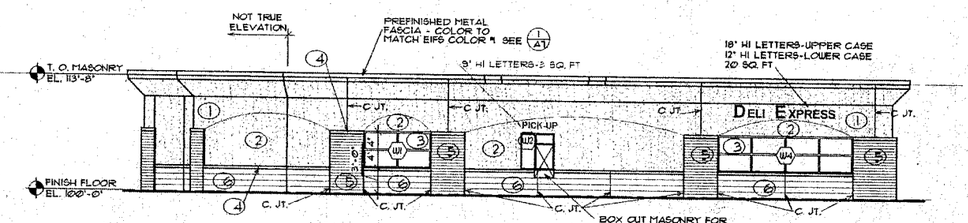
comm 2002-date 11.26.02
drawn GVS checked JLO
revised



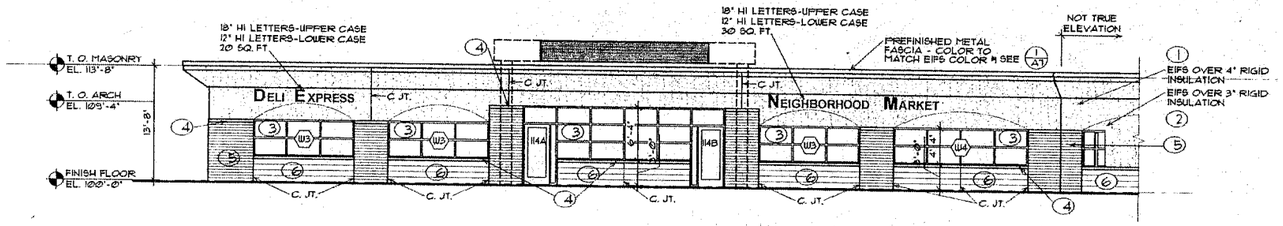
1/A3 NORTHWEST ELEVATION
1/8"=1'-0"



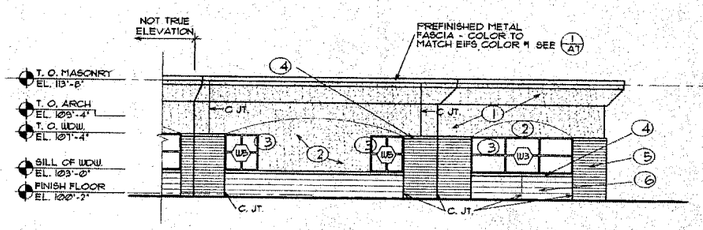
2/A3 SOUTHWEST ELEVATION
1/8"=1'-0"



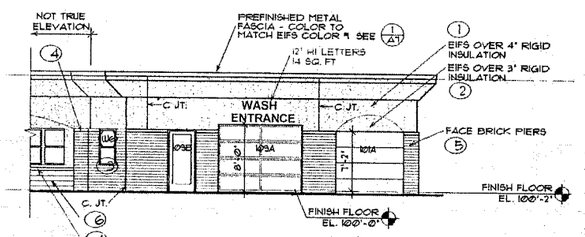
3/A3 SOUTH ELEVATION
1/8"=1'-0"



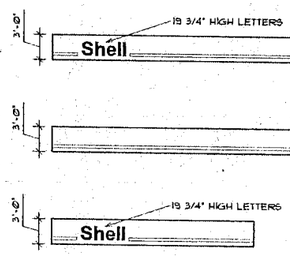
4/A3 EAST ELEVATION
1/8"=1'-0"



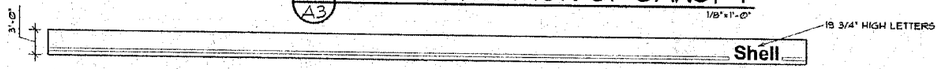
5/A3 SOUTHEAST ELEVATION
1/8"=1'-0"



6/A3 NORTHEAST ELEVATION
1/8"=1'-0"



7/A3 EAST ELEVATION OF CANOPY
1/8"=1'-0"



8/A3 WEST ELEVATION OF CANOPY
1/8"=1'-0"

9/A3 SOUTH ELEVATION OF CANOPY
1/8"=1'-0"

KEY NOTES

1. EIFS COLOR #1
2. EIFS COLOR #2
3. KYNAR PREFINISHED ALUM FRAME W/ CLEAR LOW-E INSULATED GLAZING
4. 4X16 SMOOTH INTEGRAL COLOR CMU SILL
5. 4X12 FACE BRICK - COLOR TO MATCH SUNFISH COMMONS MALL
6. 8X16 SCORED INTEGRAL COLOR BURNISHED CMU

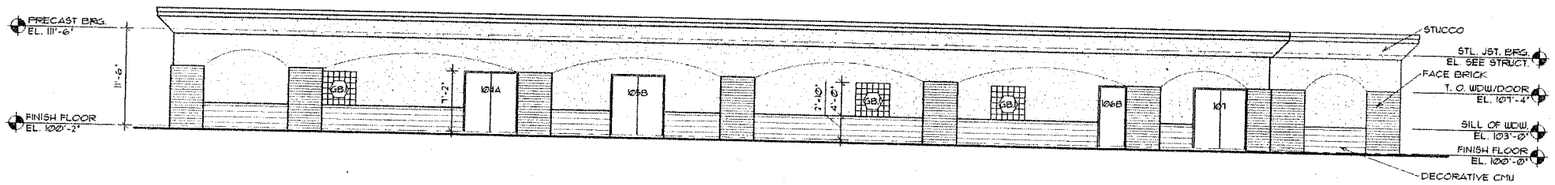
DESIGN AND CONSTRUCTION L.L.C.
222 - 11TH AVENUE NE
PRIOLEY MN. 55421
TELEPHONE 763-571-3000
FAX 763-571-8888

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
FOR: VANAK L.L.C.
6401 WEST HIGHWAY 10, CITY OF RAMSEY MINN. 55303

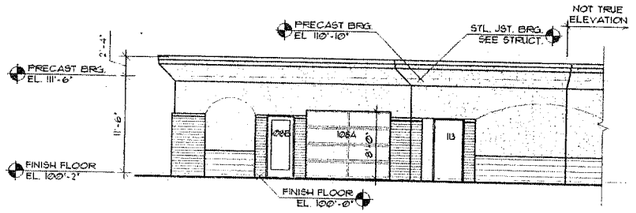
2-NOV-04 Date
Reg. No. 9352
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA
Jon Lucas

ELEVATIONS
comm.code-date 11/1/02
drawn-cyc checked JLO
revised

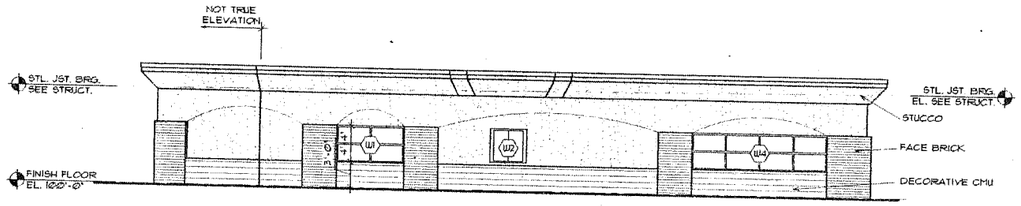
A 3



1 A3 NORTHWEST ELEVATION
1/8"=1'-0"



2 A3 SOUTHWEST ELEVATION
1/8"=1'-0"



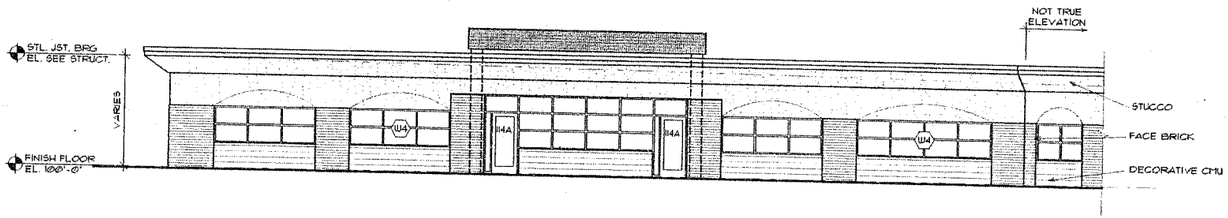
3 A3 SOUTH ELEVATION
1/8"=1'-0"

CONSTRUCTION MATERIALS

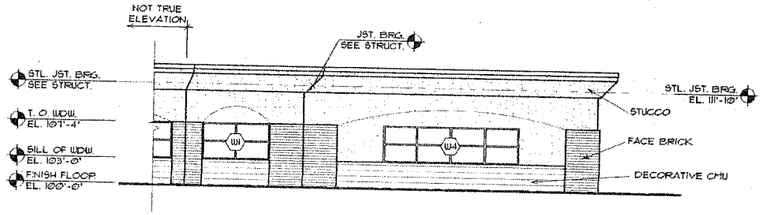
STRUCTURE:
WALLS - PRECAST INSULATED WALL PANELS
CAR WASH - PRECAST ROOF PLANK
C-STORE - STEEL JOISTS

EXTERIOR FINISHES:
STUCCO (EIFS)
FACE BRICK
DECORATIVE CMU

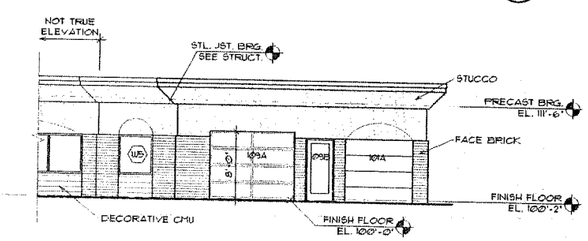
MISCELLANEOUS MATERIALS:
EPDM SINGLE PLY ROOF MEMBRANE
CONCRETE SLAB ON GRADE



4 A3 EAST ELEVATION
1/8"=1'-0"



5 A3 SOUTHEAST ELEVATION
1/8"=1'-0"



6 A3 NORTHEAST ELEVATION
1/8"=1'-0"

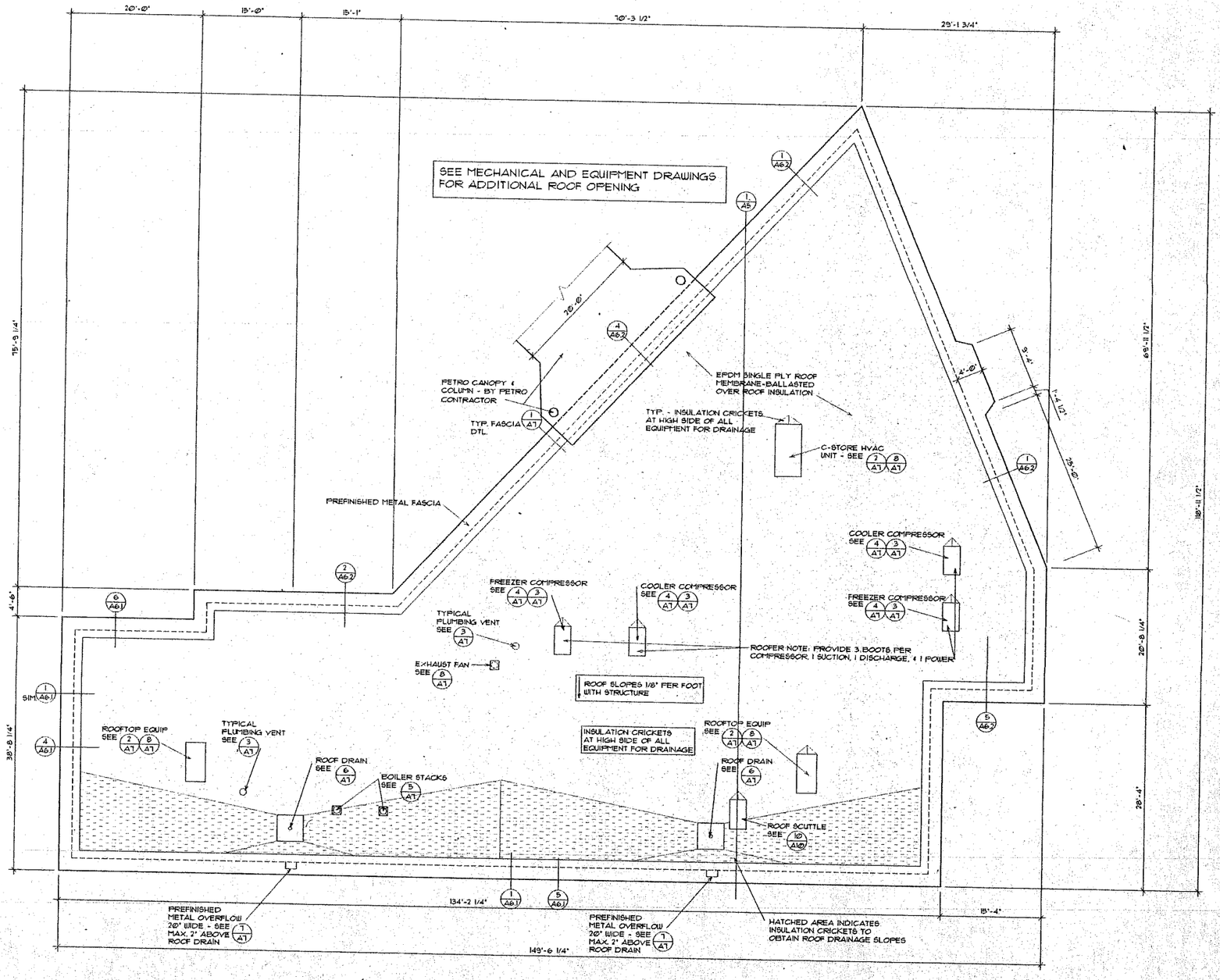
DESIGN AND CONSTRUCTION L.L.C.
220 - 79TH AVENUE NE
TELEPHONE (763) 571-3000
FRIDLEY, MN 55432
FAX (763) 571-8883

C-STORE FAST FOOD CAR WASH AND GAS STATION
SUNFISH LAKE BLVD. PROJECT
FOR: YANAK L.L.C.
RAMSEY MINNESOTA

14OCT02
Date
Reg. No. 9352
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
JAMES KEMPER

ELEVATIONS
comm.code&date 9.30.02
drawn&checked JLC
revised

A 3



1 A4 ROOF PLAN
1/8"=1'-0"

DESIGN AND CONSTRUCTION L.L.C.
220 - 117TH AVENUE N.E.
TELEPHONE (763) 571-3000
FRIDLEY, MN 55434
FAX (763) 571-8893

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION

SUNFISH EXPRESS

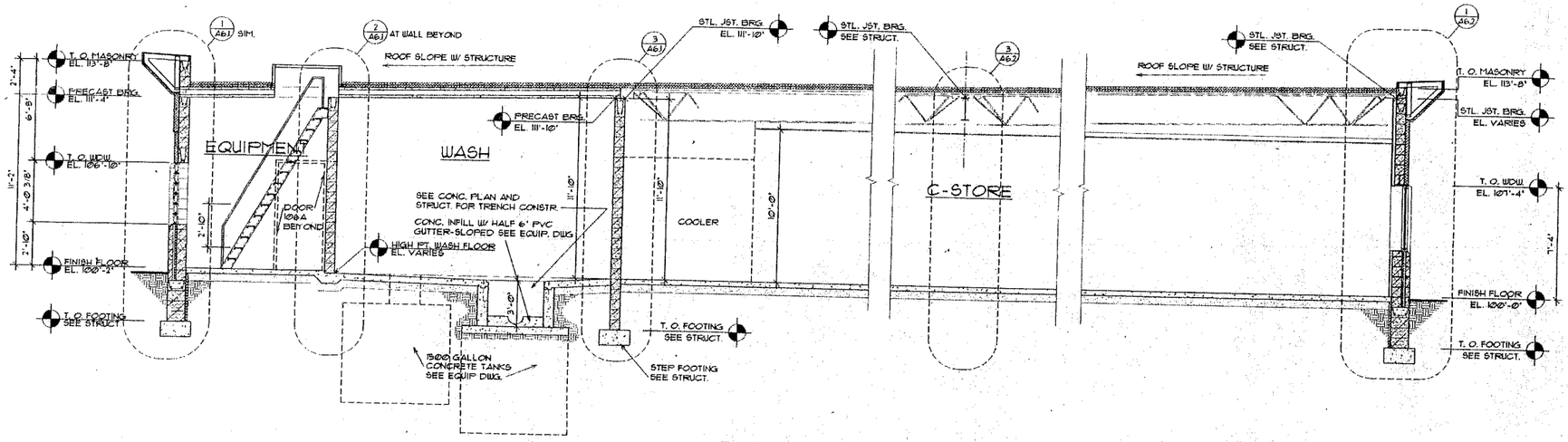
FOR: VAN-AK L.L.C.
6401 WEST HIGHWAY 10, CITY OF RAMSEY, MINN. 55303

20 NOV 02 Reg. No. 9392
Date
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
JOHN L. CVID

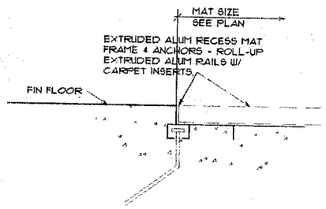
ROOF PLAN

comm. coord. date 11/12/02
drawn by JLC checked JLC
revised

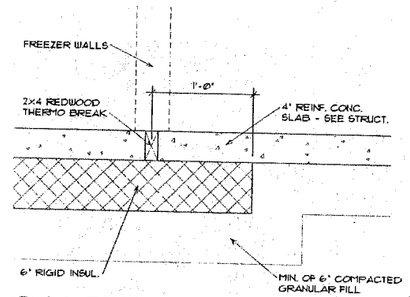
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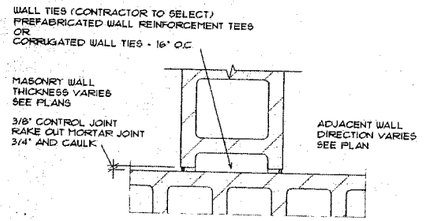
1/A5 BUILDING SECTION
1/4"=1'-0"



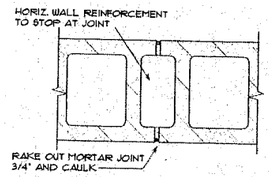
2/A5 RECESSED FLR MAT
1 1/2"=1'-0"



3/A5 FREEZER THERMO BREAK
1 1/2"=1'-0"

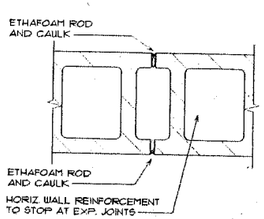


4/A5 MASONRY WALL JOINT
1 1/2"=1'-0"



SEE PLAN NOTES OR BUILDING ELEVATIONS FOR LOCATION OF CONTROL JOINTS.

5/A5 TYPICAL CONTROL JOINT
1 1/2"=1'-0"



SEE PLAN NOTES OR BUILDING ELEVATIONS FOR LOCATION OF EXPANSION JOINTS.

6/A5 TYPICAL EXPANSION JOINT
1 1/2"=1'-0"

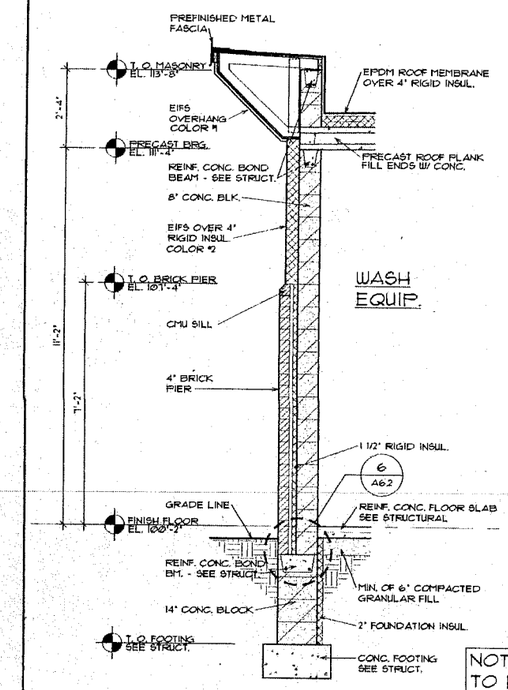
DESIGN AND CONSTRUCTION L.L.C.
320 - 11TH AVENUE N.E. RICHLEY, MN. 55432
TELEPHONE (763) 571-3000 FAX (763) 571-8833

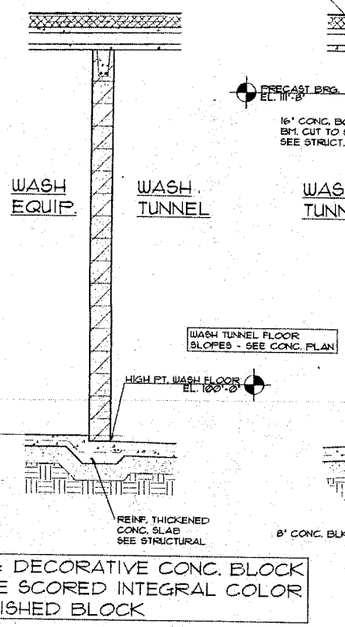
C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
FOR: VANAK L.L.C.
6401 WEST HIGHWAY 10 CITY OF RAMSEY, MINN. 55303

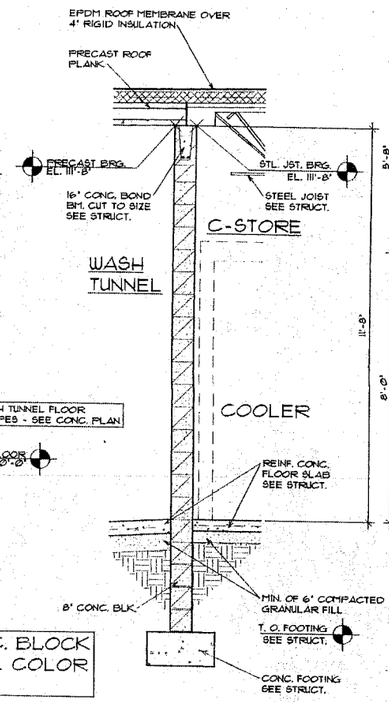
10 Nov 02
Date
Reg. No. 9352
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Minnesota

SECTIONS
commenced date 10/1/02
drawn by/checked by JLO
revised 9/16/03

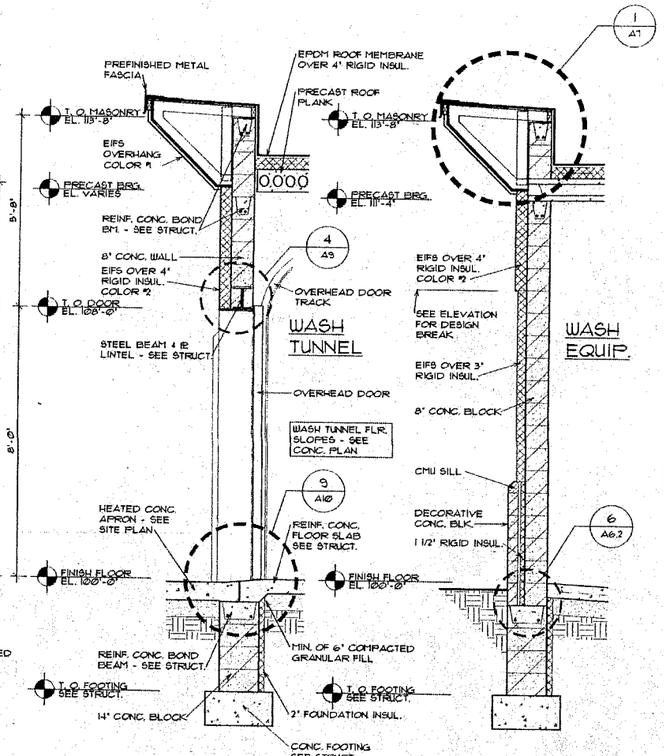
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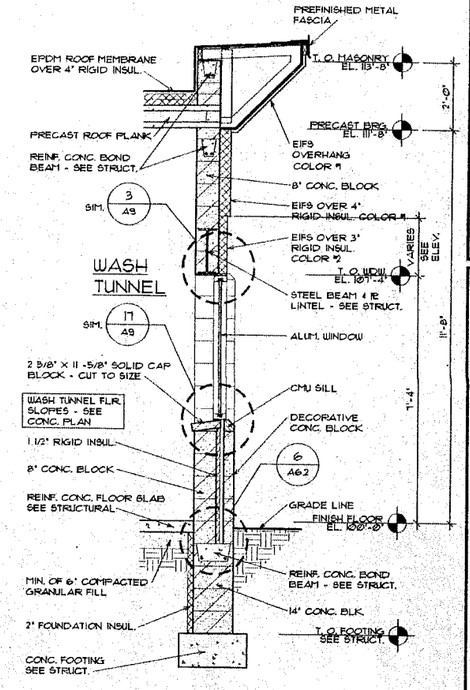






NOTE: DECORATIVE CONC. BLOCK TO BE SCORED INTEGRAL COLOR BURNISHED BLOCK





1 A6.1 WALL SECTION — BRICK PIERS 1/2"=1'-0"

2 A6.1 WALL SECTION — 1/2"=1'-0"

3 A6.1 WALL SECTION — INTERIOR BEARING 1/2"=1'-0"

4 A6.1 WALL SECTION — SECTIONAL DOOR 1/2"=1'-0"

5 A6.1 WALL SECTION — TYPICAL CAR WASH 1/2"=1'-0"

6 A6.1 WALL SECTION — WASH WINDOW 1/2"=1'-0"

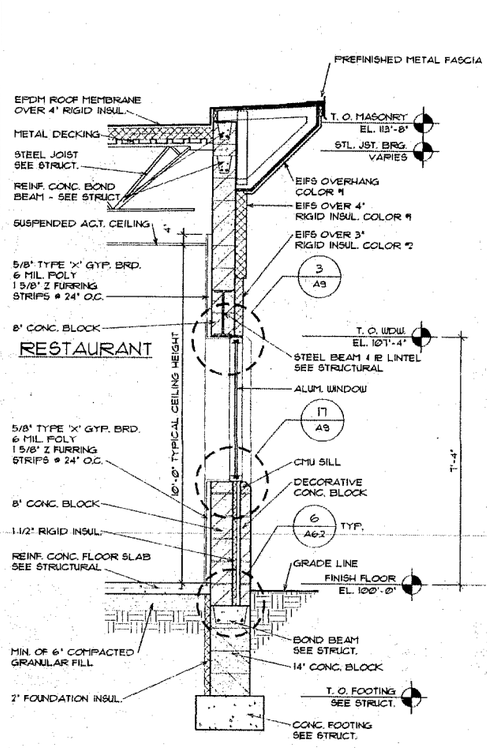
DESIGN AND CONSTRUCTION L.L.C.
2100 - 117TH AVENUE N.E.
RIDLEY, MN 55432
TELEPHONE (763) 571-3000
FAX (763) 571-3883

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
FOR: YANAK L.L.C.
8401 WEST HIGHWAY 10, CITY OF RAMSEY, MINN. 55303

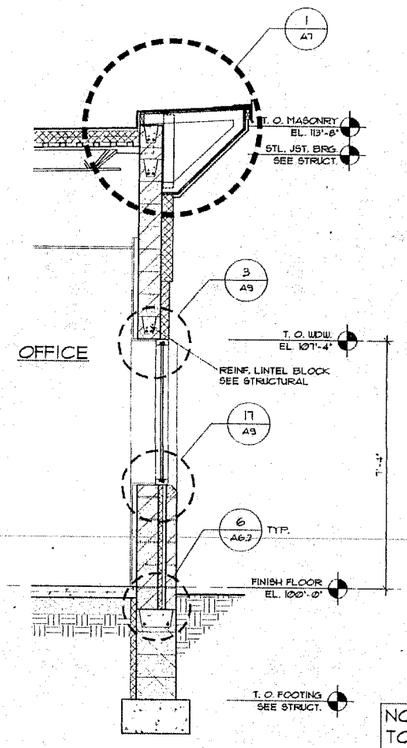
JAN '02 Date
Reg. No. 9352
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Architect under the laws of the State of Minnesota
Jay L. Olson

WALL SECTIONS
comm. complete 11/16/01
drawings checked JLO
revised 3/18/02

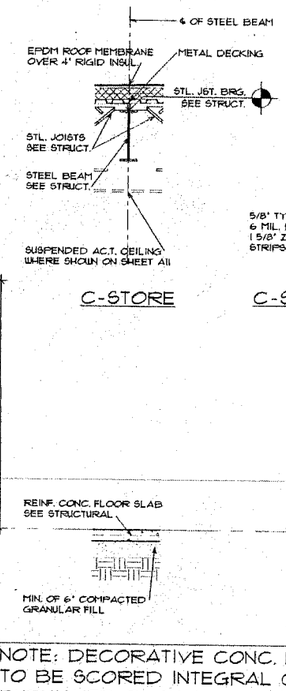
A
6.1



1 A6.2 **WALL SECTION** — C-STORE WINDOW — 1/2"=1'-0"

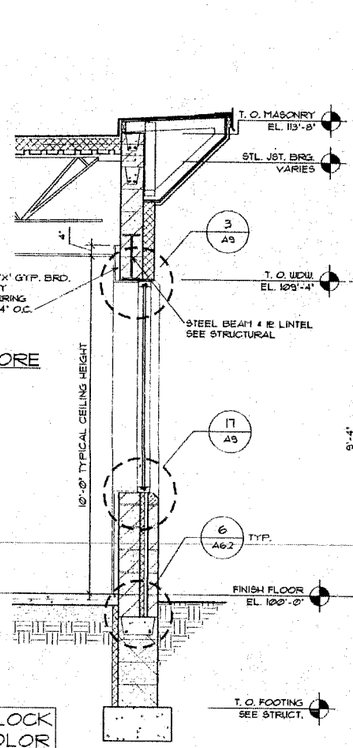


2 A6.2 **WALL SECTION** — OFFICE WINDOW — 1/2"=1'-0"

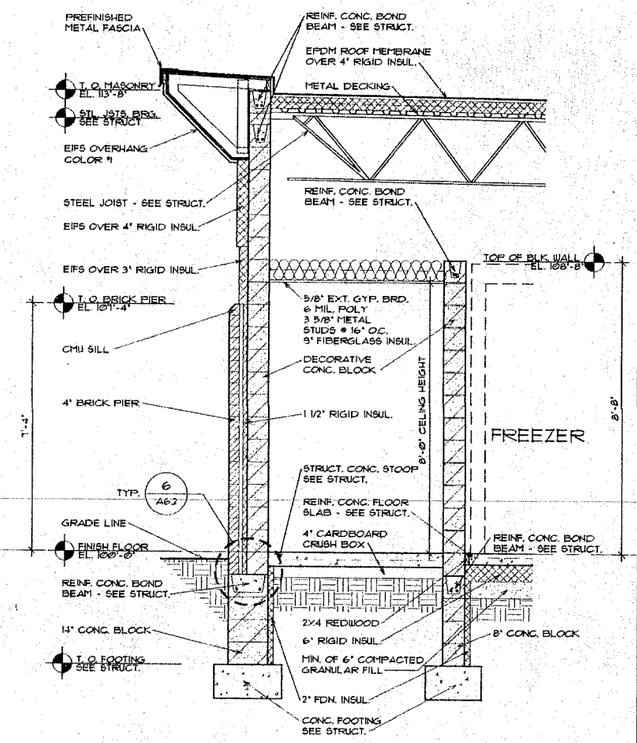


3 A6.2 **WALL SECTION** — CENTER BEARING — 1/2"=1'-0"

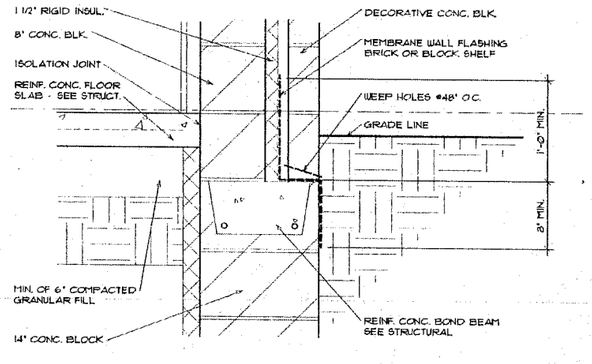
NOTE: DECORATIVE CONC. BLOCK TO BE SCORED INTEGRAL COLOR BURNISHED BLOCK



4 A6.2 **WALL SECTION** — ENTRANCE WINDOW — 1/2"=1'-0"



5 A6.2 **WALL SECTION** — ENTRY DOOR 113 — 1/2"=1'-0"



6 A6.2 **SILL DETAIL** — 1 1/2"=1'-0"

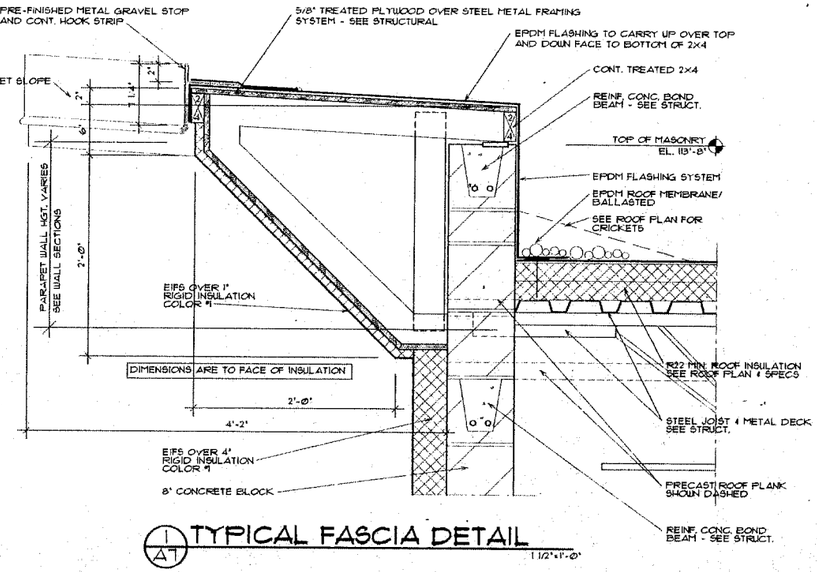
DESIGN AND CONSTRUCTION L.L.C.
229 - 7TH AVENUE N.E.
FRIDLEY, MN 55432
TELEPHONE (763) 571-3000
FAX (763) 571-8885

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
FOR: YANAK L.L.C.
6401 WEST HIGHWAY 10, CITY OF RAMSEY, MINN. 55303

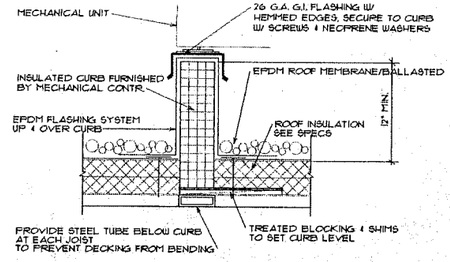
Reg. No. 9352
2 Major Date
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota
Paul L. Dow

WALL SECTIONS
comm. date 11/12/02
drawn & checked J.L.O.
revised 3/18/03

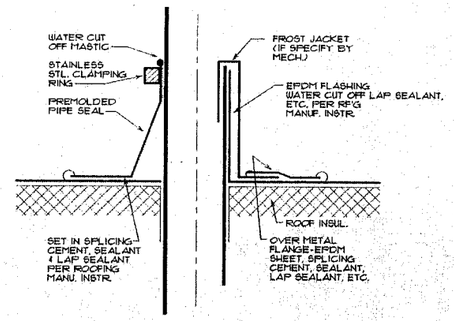
A 6.2



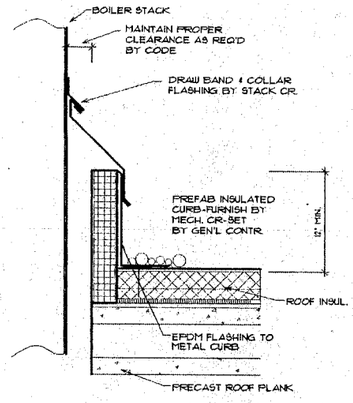
1 A7 TYPICAL FASCIA DETAIL
1 1/2"=1'-0"



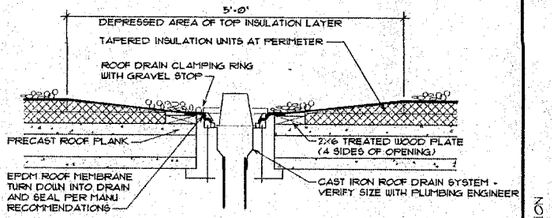
2 A7 MECHANICAL EQUIPMENT CURB DETAIL
1 1/2" = 1'-0"



3 A7 ROOF PENETRATION FLASHING @ CONDUIT, TUBES, PIPES, ETC.
1 1/2" = 1'-0"

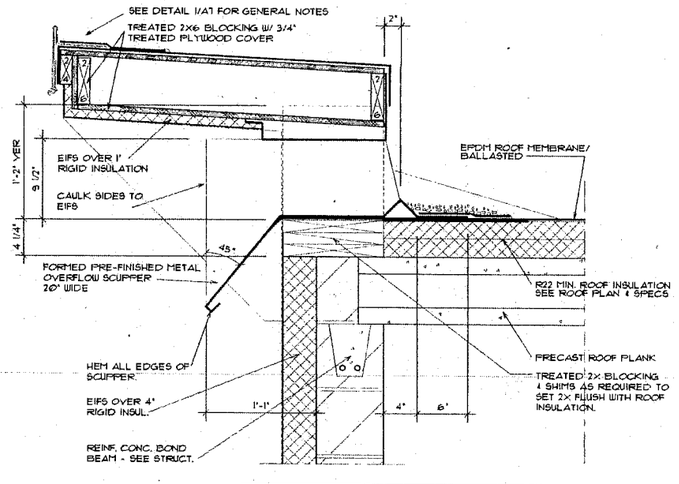


4 A7 BOILER STACK CURB
1 1/2"=1'-0"



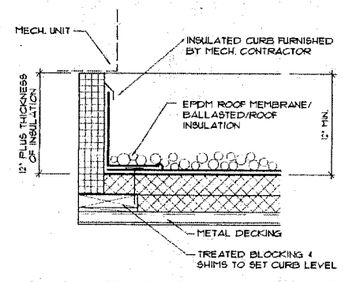
6 A7 ROOF DRAIN DETAIL
1"=1'-0"

5 A7 PIPE/CONDUIT SUPPORT/ CONDENSING CURB
3"=1'-0"



NOTE: OVERFLOW SCUPPER WIDTH TO BE 16"

7 A7 OVERFLOW SCUPPER DETAIL
1 1/2"=1'-0"



8 A7 HVAC EQUIP CURB DETAIL
1 1/2"=1'-0"

DESIGN AND CONSTRUCTION L.L.C.
7120 - 7TH AVENUE N.E.
FRIDLEY, MN. 55432
TELEPHONE (763) 571-2000
FAX (763) 571-8883

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
FOR: YANAK L.L.C.
8401 WEST HIGHWAY 10 CITY OF RAMSEY, MINN. 55303

JENNIFER Reg. No. 47352
Date
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
JACK L. LOUX

ROOFING DETAILS
comm'l 02013 date 11/12/02
drawn GVS checked JLO
revised 9/16/02

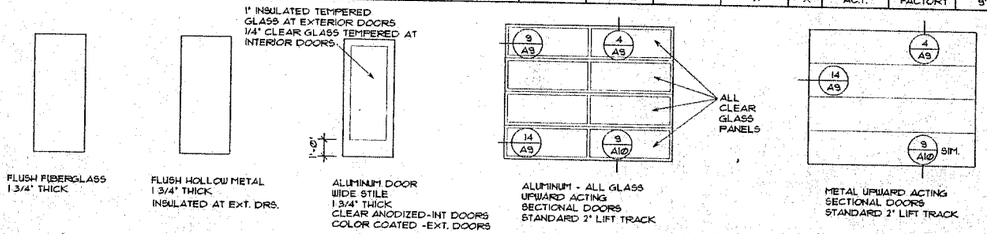
A 1

ABBREVIATIONS TO SCHEDULE

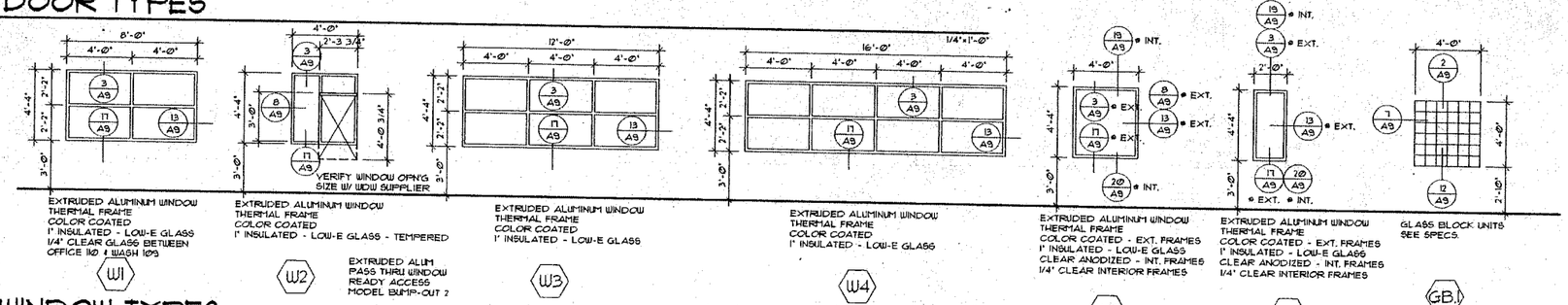
V.C.T. VINYL COMPOSITION TILE — C.T. CERAMIC TILE — EXP. EXPOSED — S4H SEALER & HARDENER — GYP. BRD. GYPSUM BOARD
CONC. CONCRETE — RFP. REINF. FIBERGLASS PANELS — BLK. BLOCK — SAN. BASE SANITATION BASE

ROOM FINISH SCHEDULE

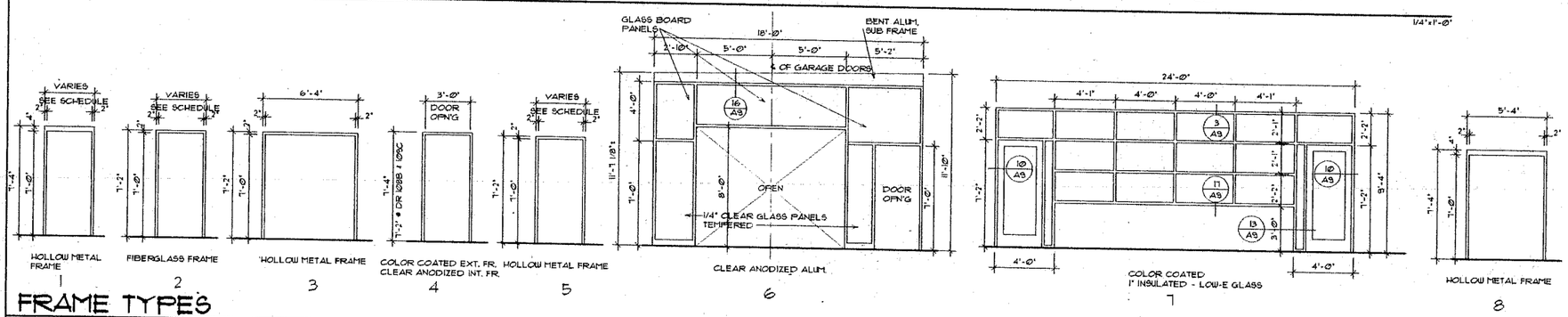
ROOM NO.	ROOM NAME	FLOOR MAT'L	FLOOR FINISH	BASE MAT'L	BASE FINISH	WALLS MAT'L.	WALLS FINISH	WALLS MAT'L.	WALLS FINISH	WALLS DIR.	CEILING MAT'L.	CEILING FINISH	CEILING HGT.	REMARKS
101	MAINTENANCE	CONC.	SEALER	BLK.	X	BLK.	X	BLK.	X	X	PRECAST	X	11'-4"±	X
102	NOT USED	X	X	X	NOT	USED	X	X	X	X	NOT	USED	X	X
103	NOT USED	X	X	X	NOT	USED	X	X	X	X	NOT	USED	X	X
104	BOILER	CONC.	SEALER	BLK.	X	BLK.	X	BLK.	X	X	PRECAST	X	11'-4"±	X
105	WASH EQUIP.	CONC.	SEALER	BLK.	X	BLK.	X	BLK.	X	X	PRECAST	X	11'-4"±	X
X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
106	ELEC.	CONC.	SEALER	BLK.	X	BLK.	X	BLK.	X	X	PRECAST	X	11'-4"±	X
107	TRASH	CONC.	SEALER	BLK.	X	BLK.	X	BLK.	X	X	PRECAST	X	11'-4"±	X
108	DRY	CONC.	S4H	BLK.	EPOXY	BLK.	EPOXY	X	X	X	PRECAST	X	11'-4"	X
109	WASH	CONC.	S4H	BLK.	EPOXY	BLK.	EPOXY	X	X	X	PRECAST	X	12'-0"±	X
110	OFFICE	CONC.	V.C.T.	GYP. BRD.	VINYL	GYP. BRD.	PAINT	X	X	X	PRECAST	X	12'-0"±	X
X	X	X	X	X	X	X	X	X	X	X	AC.T.	FACTORY	8'-0"	X
111	MENS	CONC.	C.T.	GYP. BRD.	SAN. BASE	GYP. BRD.	CT. WAINSCOT	GYP. BRD.	PAINT	X	X	X	X	X
112	WOMENS	CONC.	C.T.	GYP. BRD.	SAN. BASE	GYP. BRD.	CT. WAINSCOT	GYP. BRD.	PAINT	X	AC.T.	FACTORY	8'-0"	C.T. WAINSCOT TO 4'-0"/PAINT ABOVE
113	DELIVERY	CONC.	SEALER	GYP. BRD.	X	GYP. BRD.	PRIME	X	X	X	AC.T.	FACTORY	8'-0"	C.T. WAINSCOT TO 4'-0"/PAINT ABOVE
114	C-STORE	CONC.	SEALER	GYP. BRD.	X	GYP. BRD.	PRIME	X	X	X	BAR JOISTS / AC.T.	PAINT / FACTORY PAINT	12'-8"± / 10'-0" - 12'-8"±	X
115	RESTAURANT	CONC.	SEALER	GYP. BRD.	X	GYP. BRD.	PRIME	X	X	X	BAR JOISTS / AC.T.	PAINT / FACTORY PAINT	12'-8"± / 10'-0" - 12'-8"±	GYP. BRD. SOFFIT OVER CHECK OUT
116	ASSISTANT	CONC.	SEALER	GYP. BRD.	X	GYP. BRD.	PRIME	X	X	X	AC.T.	FACTORY	10'-0"	GYP. BRD. SOFFIT @ ENTRANCE
											AC.T.	FACTORY	9'-0"	GYP. BRD. SOFFIT



DOOR TYPES



WINDOW TYPES



FRAME TYPES

ABBREVIATIONS TO SCHEDULE

H.M. HOLLOW METAL — ALUM. ALUMINUM — FIBER FIBERGLASS

DOOR SCHEDULE

DOOR NO.	DOOR SIZE	DOOR TYPE	DOOR MAT'L	DOOR FINISH	FRAME TYPE	FRAME MAT'L	FRAME FINISH	HDW. GROUP	LABEL	HEAD DETAIL	JAMB DETAIL	REMARKS
101A	8'-0"X7'-2"	E	METAL	PAINT	X	X	X	1	X	4/A9	14/A9	X
101B	3'-0"X7'-0"	A	FIBER	PAINT	2	FIBER	PAINT	7	X	2/A10	5/A10	X
102	NOT USED	X	X	X	X	NOT	USED	X	X	X	X	NOT USED
103	NOT USED	X	X	X	X	NOT	USED	X	X	X	X	NOT USED
104A	(2) 3'-0"X7'-0"	B	H.M.	PAINT	3	H.M.	PAINT	6	X	1/A9	6 #11/A9	X
104B	3'-0"X7'-0"	B	H.M.	PAINT	5	H.M.	PAINT	3	60 MIN.	3/A10	6/A10	X
X	X	X	X	X	X	X	X	X	X	X	X	X
105A	3'-0"X7'-0"	A	FIBER	PAINT	2	FIBER	PAINT	3	X	2/A10	5/A10	X
105B	(2) 3'-0"X7'-0"	B	H.M.	PAINT	3	H.M.	PAINT	6	X	1/A9	6 #11/A9	X
105C	3'-0"X7'-0"	A	FIBER	PAINT	2	FIBER	PAINT	3	X	2/A10	5/A10	X
106A	3'-0"X7'-0"	B	H.M.	PAINT	1	H.M.	PAINT	7	X	3/A10	6/A10	X
106B	3'-0"X7'-0"	B	H.M.	PAINT	1	H.M.	PAINT	10	X	1/A9	6 #11/A9	X
107	(2) 3'-0"X7'-0"	B	H.M.	PAINT	3	H.M.	PAINT	6	X	1/A9	6 #11/A9	X
X	X	X	X	X	X	X	X	X	X	X	X	X
108A	10'-0"X8'-0"	D	ALUM.	FACTORY	X	X	X	1	X	4/A9	9 #14/A9	X
108B	3'-0"X7'-0"	C	ALUM.	FACTORY	4	ALUM.	FACTORY	2	X	5/A9	10/A9	X
108C	3'-0"X7'-0"	C	ALUM.	FACTORY	6	ALUM.	FACTORY	2	X	16/A9	X	X
109A	10'-0"X8'-0"	D	ALUM.	FACTORY	X	X	X	1	X	4/A9	9 #14/A9	X
109B	3'-0"X7'-2"	C	ALUM.	FACTORY	4	ALUM.	FACTORY	2	X	5/A9	10/A9	X
109C	3'-0"X7'-0"	C	ALUM.	FACTORY	4	ALUM.	FACTORY	2	X	2/A10 SIM.	5/A10 SIM.	X
X	X	X	X	X	X	X	X	X	X	X	X	X
110	3'-0"X7'-0"	B	H.M.	PAINT	5	H.M.	PAINT	9	X	18/A9	X	X
111	3'-0"X7'-0"	B	H.M.	PAINT	5	H.M.	PAINT	8	X	18/A9	X	X
112	3'-0"X7'-0"	B	H.M.	PAINT	5	H.M.	PAINT	8	X	18/A9	X	X
113	3'-0"X7'-0" / 2'-0"X7'-0"	B	H.M.	PAINT	8	H.M.	PAINT	11	X	3/A10	6/A10	X
114A	3'-0"X7'-2"	C	ALUM.	FACTORY	7	ALUM.	FACTORY	2	X	3/A9	10 #13/A9	X
114B	3'-0"X7'-2"	C	ALUM.	FACTORY	7	ALUM.	FACTORY	2	X	3/A9	10 #13/A9	X

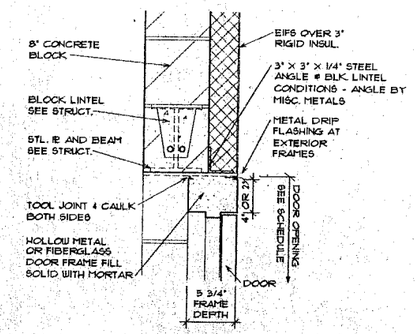
DESIGN AND CONSTRUCTION L.L.C.
226 - 11TH AVENUE N.E. RAMSEY, MN 55303
TELEPHONE (763) 571-3000 FAX (763) 571-3223

C-STORE FAST FOOD CAR WASH AND GAS STATION
SUNFISH EXPRESS
FOR: YANAK L.L.C.
6401 WEST HIGHWAY 10 CITY OF RAMSEY, MINN. 55303

Reg. No. 9352
Date 2014
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
Signature

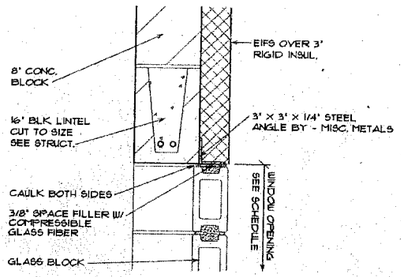
SCHEDULES DRS. & FRAMES
comm 2013 date 11/12/13
drawn GVE checked JLO
revised

A 8



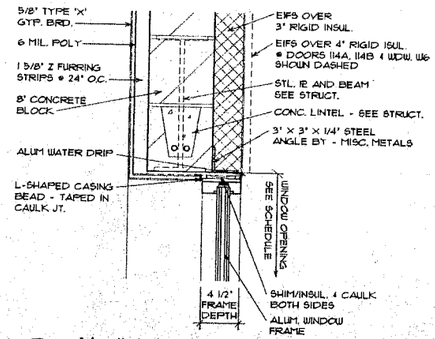
1 A9 H.M. FRAME HEAD DTL.

1 1/2"=1'-0"



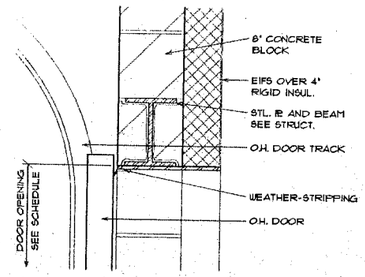
2 A9 GLASS BLK. HEAD DTL.

1 1/2"=1'-0"



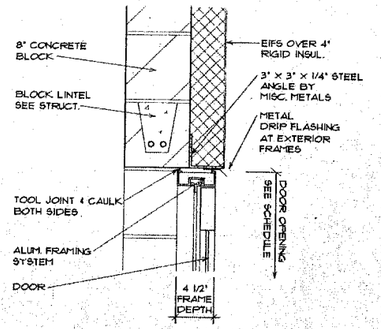
3 A9 ALUM. WDW. HEAD DTL.

1 1/2"=1'-0"



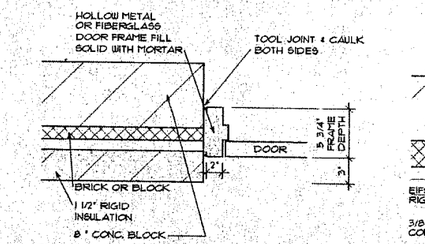
4 A9 O.H. DOOR HEAD DTL.

1 1/2"=1'-0"



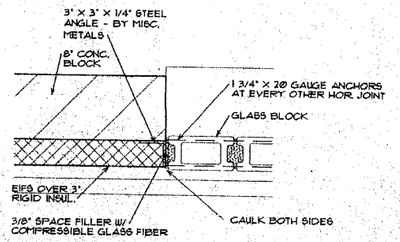
5 A9 ALUM. FRAME HEAD DTL.

1 1/2"=1'-0"



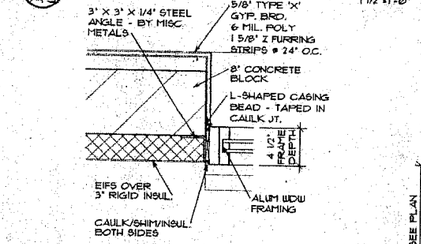
6 A9 H.M. FRAME JAMB DTL.

1 1/2"=1'-0"



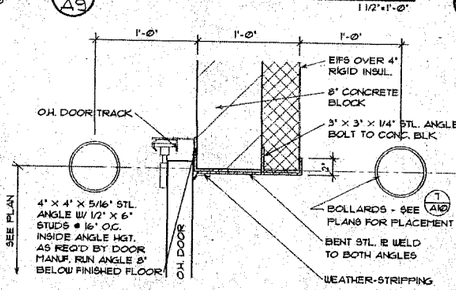
7 A9 GLASS BLK. JAMB DTL.

1 1/2"=1'-0"



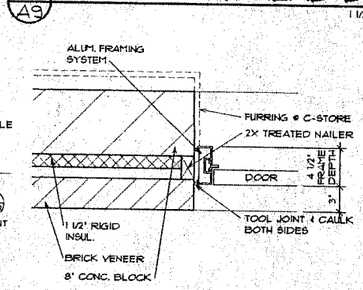
8 A9 ALUM. JAMB DETAIL

1 1/2"=1'-0"



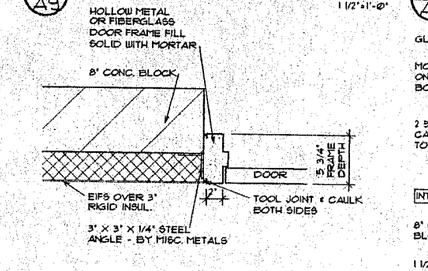
9 A9 O.H. DOOR JAMB DTL.

1 1/2"=1'-0"



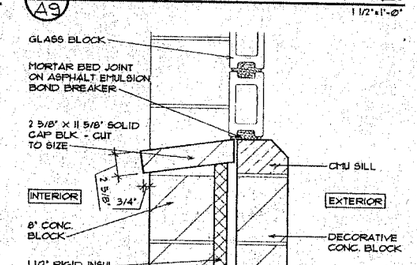
10 A9 ALUM. FRAME JAMB DTL.

1 1/2"=1'-0"



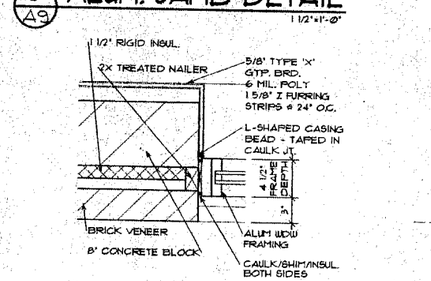
11 A9 H.M. FRAME JAMB DTL.

1 1/2"=1'-0"



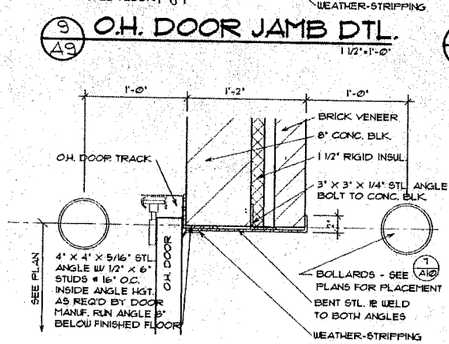
12 A9 GLASS BLK. SILL DETAIL

1 1/2"=1'-0"



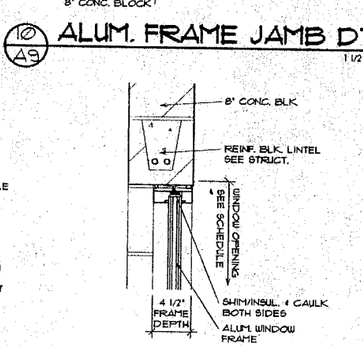
13 A9 ALUM. JAMB DETAIL

1 1/2"=1'-0"



14 A9 O.H. DOOR JAMB DTL.

1 1/2"=1'-0"

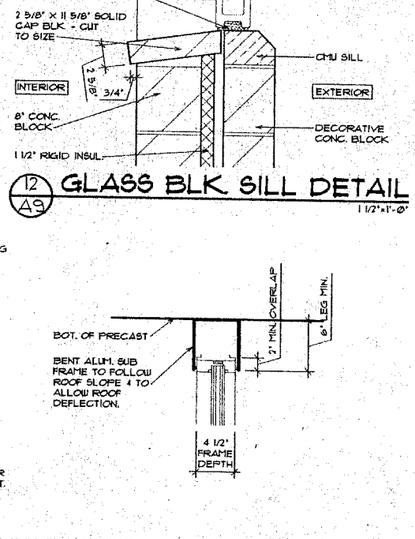


19 A9 ALUM. WDW. FRAME DTL.

1 1/2"=1'-0"

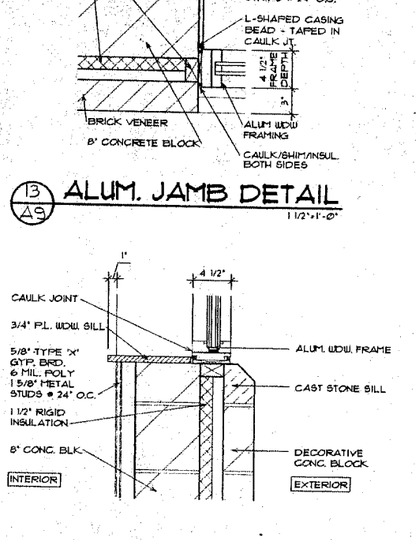
15 A9 TYP. THRESHOLD DTL.

1 1/2"=1'-0"



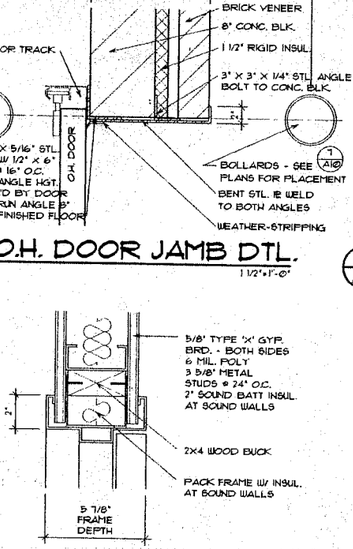
16 A9 ALUM. FRAME HEAD DTL.

1 1/2"=1'-0"



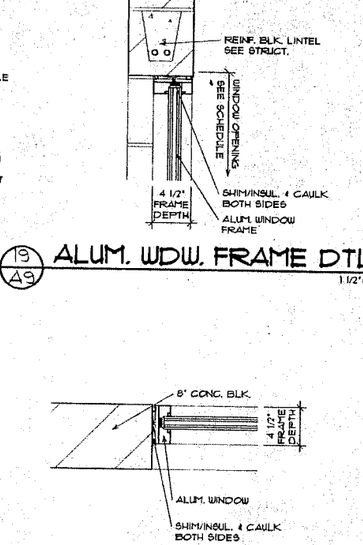
17 A9 ALUMINUM FRAMING SILL

1 1/2"=1'-0"



18 A9 H.M. HEAD DETAIL

1 1/2"=1'-0"



20 A9 ALUM. WDW. JAMB DTL.

1 1/2"=1'-0"

DESIGN AND CONSTRUCTION L.L.C.
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C-STORE, FAST FOOD CAR WASH, AND GAS STATION

SUNFISH EXPRESS

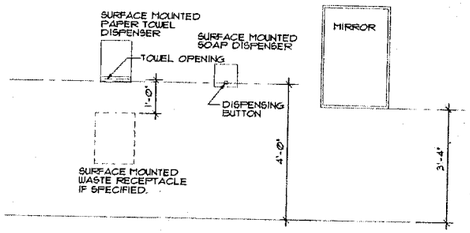
FOR: VANAK L.L.C.
6401 WEST HIGHWAY 10, CITY OF RAMSEY, MINN. 55303

Reg. No. 43521
2/6/02
Date
I hereby certify that this plan, specification, or report was prepared and that I am a duly licensed architect under the laws of the State of Minnesota
Jay Cook

OPEN DETAILS

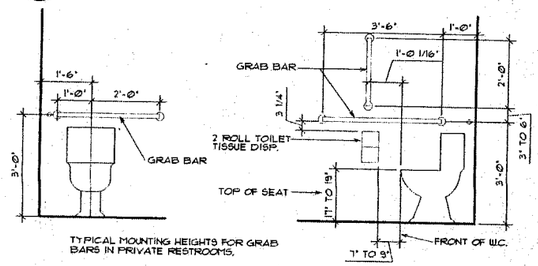
comm. 00202 date 11/12/01
drawings checked JJC
revised.

A 9



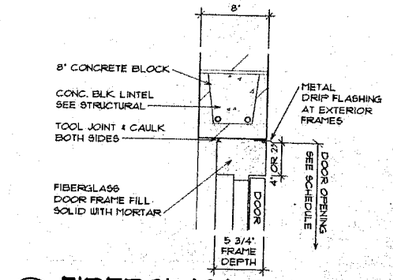
1/A10 MOUNTING HEIGHTS FOR HANDICAP BATH ACCESSORIES

1/2"=1'-0"



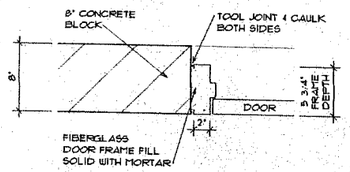
4/A10 GRAB BAR MOUNTING

1/2"=1'-0"



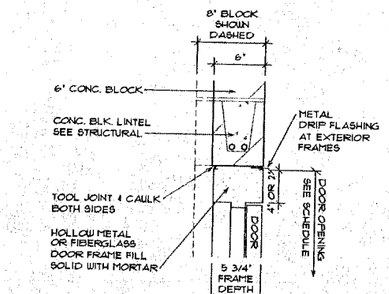
2/A10 FIBERGLASS DOOR HEAD DTL.

1 1/2"=1'-0"



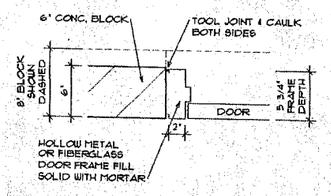
5/A10 FIBERGLASS JAMB DETAIL

1 1/2"=1'-0"



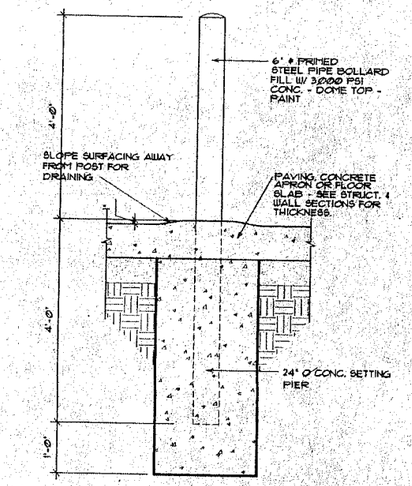
3/A10 H.M. DOOR HEAD DTL.

1 1/2"=1'-0"



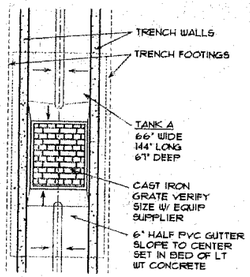
6/A10 H.M. JAMB DETAIL

1 1/2"=1'-0"



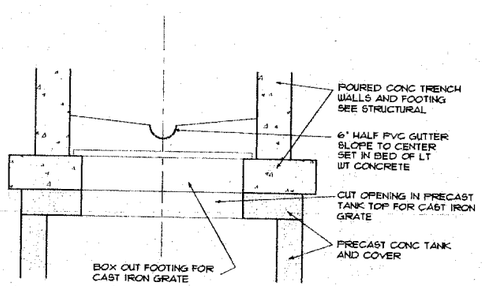
7/A10 BOLLARD DETAIL

3/4" = 1'-0"



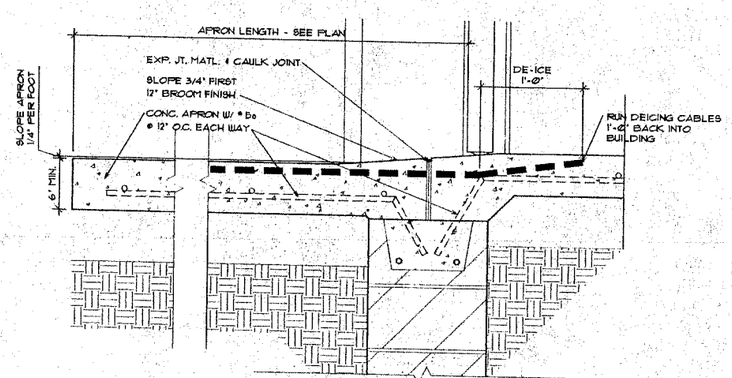
8A/A10 RECLAIM TANK PLAN

1/4"=1'-0"



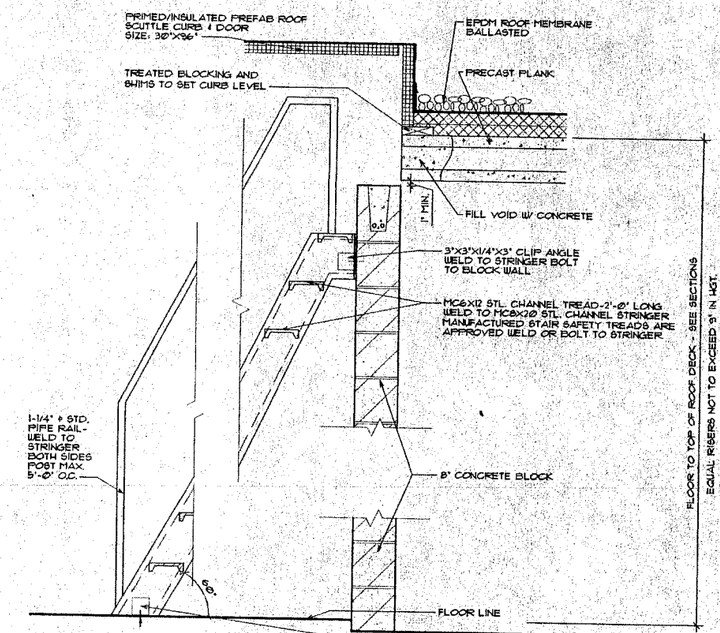
8B/A10 RECLAIM TANK COVER DTL

3/4"=1'-0"



9/A10 CONCRETE APRON DETAIL

1 1/2" = 1'-0"



10/A10 SHIPS LADDER/ ROOF SCUTTLE

1"=1'-0"

DESIGN AND CONSTRUCTION L.L.C.
2320 - 117TH AVENUE N.E. FRIDLEY, MN 55432
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C-STORE, FAST FOOD, CAR WASH, AND GAS STATION

SUNFISH EXPRESS

FOR: VANAK L.L.C.
6401 WEST HIGHWAY 10 CITY OF RAMSEY, MINN. 55303

20 NOV 01 Date
Reg. No. 21352

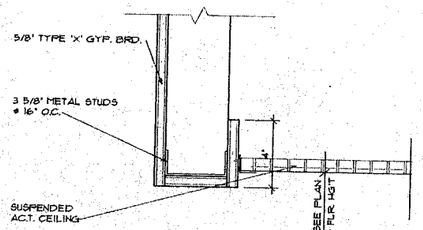
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of Minnesota.

Jack L. Cain

MISC. DETAILS

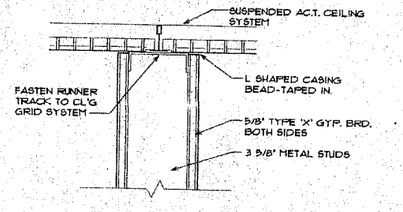
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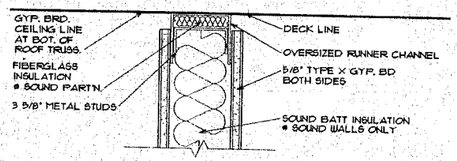
2/A11 SOFFIT DETAIL

3"=1'-0"



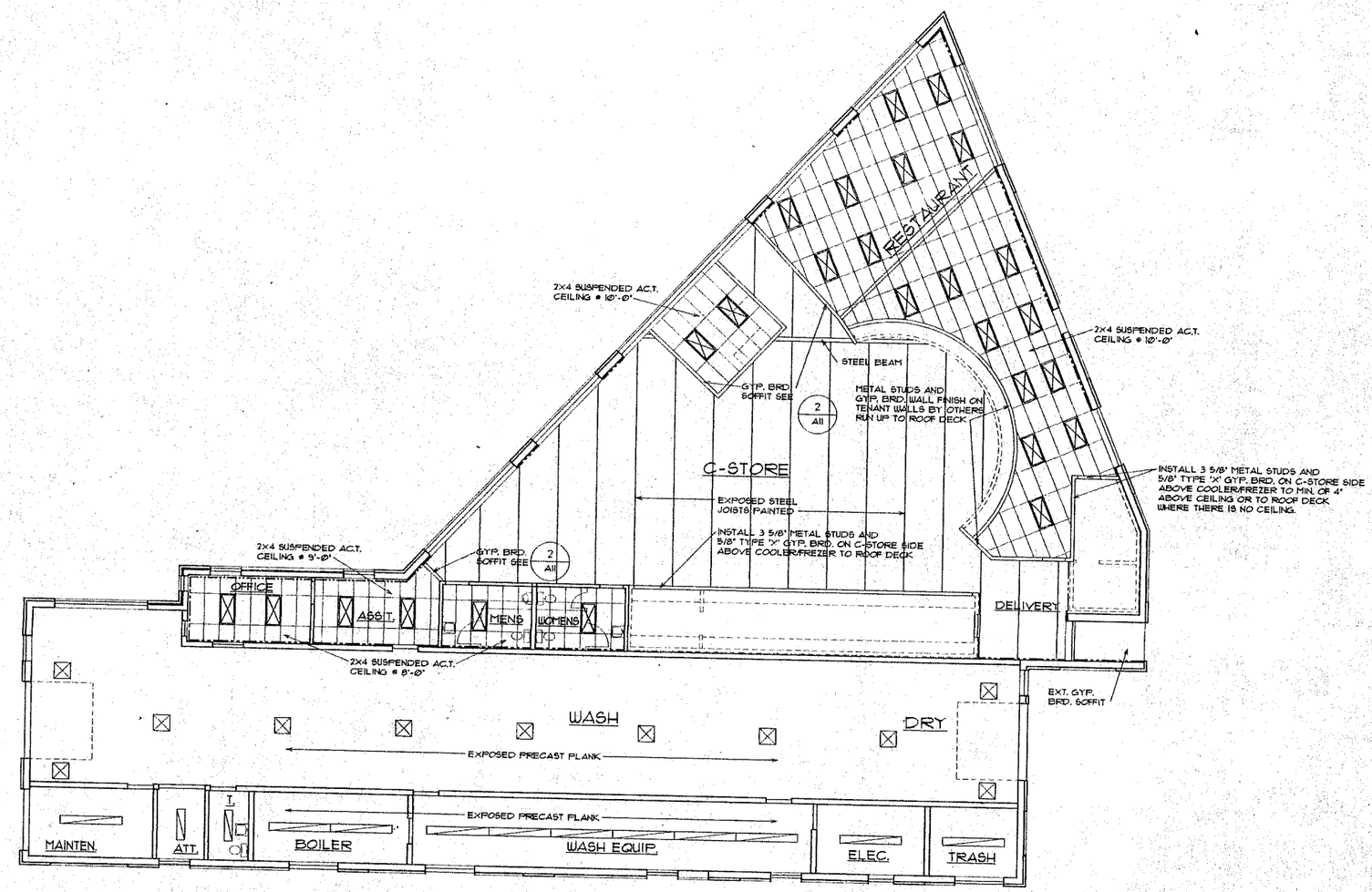
3/A11 PARTITION @ AC.T. CLG.

3"=1'-0"



4/A11 METAL STUDS @ ROOF DECK

3"=1'-0"



1/A11 REFLECTED CEILING PLAN

1/8"=1'-0"

NORTH

DESIGN AND CONSTRUCTION L.L.C.
220 - 11TH AVENUE N.E. FRIDLEY, MN. 55432
TELEPHONE (763) 571-3000 FAX (763) 571-8883

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION

SUNFISH EXPRESS

FOR: YANAK L.L.C.

6401 WEST HIGHWAY 10, CITY OF RAMSEY, MINN. 55303

11/19/02 Date Reg. No. 9352

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

REFLD CEILING

comm. date 11/19/02
drawn by checked JLC
revised

A 11

STRUCTURAL NOTES

BUILDING CODES

1998 MINNESOTA STATE BUILDING CODE, AMENDED 1997 UBC CODE AND 2001 OSHA STEEL ERECTION STANDARD

DESIGN LOADS

A. ROOF LIVE LOAD 40 PSF (PLUS SNOW BUILDUP IN ACCORDANCE WITH UBC APPENDIX CHAPTER 16, DIVISION I & CHAPTER 1205.4416 OF THE MINNESOTA STATE BUILDING CODE) (THE ROOF SYSTEM IS DESIGNED FOR PONDED WATER LOADS IN ACCORDANCE WITH UBC SECTION 1611.7 & AISC 9TH EDITION SECTION K2) (THE ROOF IS DESIGNED FOR THE MINIMUM DRIFTED SNOW LOAD REQUIRED BY THE MINNESOTA STATE BUILDING CODE.)

ROOF DEAD LOAD 25 PSF STEEL JOIST AND DECK SYSTEM
77 PSF PRECAST PLANK SYSTEM

B. WIND LOAD EXPOSURE B
DESIGN WIND SPEED = 80 MPH
IMPORTANCE FACTOR (Iw) = 1.0

C. INTERIOR LATERAL WALL LOAD 5 PSF (FOR WALLS 6'-0" OR MORE IN HEIGHT)

FOUNDATIONS

A. MINIMUM FROST COVER FROM EXTERIOR GRADE TO BOTTOM OF FOOTING IS 3 FEET 6 INCHES.

B. DESIGN NET SOIL BEARING CAPACITY IS 2,500 PSF PER STS PROJECT 97845 DATED JULY 17, 2000.

C. SOIL BEARING CAPACITY SHALL BE VERIFIED IN THE FIELD BY THE SOILS ENGINEER FAMILIAR WITH SITE, SOIL CONDITIONS, AND SOIL REPORT.

PLAIN AND REINFORCED CONCRETE

A. DESIGN CODES
1) "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE" (ACI-318). LATEST ADOPTION.
2) "UBC CHAPTER 19 AND APPLICABLE REFERENCED STANDARDS".

B. MATERIAL STRENGTHS
1) CONCRETE - f'c AT 28 DAYS.
A) FOOTINGS - f'c = 3,000 PSI, 5 INCH MAXIMUM SLUMP.
B) SLABS ON GRADE - f'c = 3,500 PSI, 3 1/2 INCH MAXIMUM SLUMP.
C) EXTERIOR CONCRETE - f'c = 4,000 PSI, 3 1/2 INCH MAXIMUM SLUMP AIR ENTRAINED 5 PERCENT TO 7 PERCENT BY VOLUME.
D) WALLS, COLUMNS AND PIERS - f'c = 4,000 PSI, 4 INCH MAXIMUM SLUMP.
2) REINFORCING STEEL
A) ASTM A615 GRADE 60, GRADE 40 FOR STIRRUPS AND TIES.
B) ASTM A185 FOR WELDED MESH.

C. NOTES
1) SEE PLANS AND GENERAL NOTES FOR SLAB ON GRADE DESIGN THICKNESS, REINFORCEMENT, AND CONTROL JOINTS.

PRECAST AND PRESTRESSED CONCRETE

A. DESIGN CODE: ACI-318. LATEST ADOPTION.

B. SUPPLIER NOTES
1) PRECAST AND PRESTRESSED CONCRETE SHALL BE DESIGNED, FABRICATED, AND ERECTED ACCORDING TO THE SPECIFICATIONS OF THE ACI AND THE PRESTRESSED CONCRETE INSTITUTE (PCI). LATEST ADOPTION.
2) PRECAST PLANK SHALL BE DESIGNED TO WITHSTAND THE FLOOR LOADS AND SPANDREL LOADS AS INDICATED AND IMPLIED ON THE PLANS.
3) PRECAST SUPPLIER TO DESIGN, FURNISH AND INSTALL ALL CONNECTIONS REQUIRED TO ATTACH PRECAST TO STRUCTURAL FRAMING SYSTEM UNLESS OTHERWISE INDICATED ON THE PLANS.
4) PRECAST SUPPLIER TO DESIGN, FURNISH AND INSTALL ALL HEADERS AS REQUIRED FOR OPENINGS INDICATED ON THE PLANS.

MASONRY

A. DESIGN CODE: "UBC CHAPTER 21" UNINSPECTED VALUES.

B. MATERIAL STRENGTHS.
1) HOLLOW CONCRETE MASONRY.
A) ASTM C 90 FOR LOAD-BEARING CONCRETE MASONRY UNITS - f'm = 1,500 PSI MINIMUM.
B) ASTM C 55 FOR CONCRETE BRICK - f'm = 1,500 PSI MINIMUM.
C) SAMPLED AND TESTED IN ACCORDANCE WITH ASTM C 140.
2) CLAY OR SHALE MASONRY:
A) ASTM C 652 FOR HOLLOW BRICK (HOLLOW MASONRY UNITS MADE FROM CLAY OR SHALE) - f'm = 1,500 PSI MINIMUM.
B) ASTM C 126 FOR CERAMIC-GLAZED STRUCTURAL CLAY FACING TILE, FACING BRICK AND SOLID MASONRY UNITS - f'm = 1,500 PSI MINIMUM.
C) ASTM C 216 FOR FACING BRICK (SOLID MASONRY UNITS MADE FROM CLAY OR SHALE) - f'm = 1500 PSI MINIMUM.
D) SAMPLED AND TESTED IN ACCORDANCE WITH ASTM C 67.
3) MORTAR AND GROUT - PER ASTM C 270 FOR MORTAR AND C 476 FOR GROUT.
A) TYPE M OR S MORTAR FOR ALL BELOW GRADE AND EXTERIOR MASONRY.
B) TYPE M MORTAR FOR ALL INTERIOR ABOVE GRADE MASONRY.
C) COMPRESSIVE STRENGTH OF GROUT TO BE 3,000 PSI MINIMUM IN ACCORDANCE WITH ASTM C 1019.
4) REINFORCING STEEL:
A) ASTM A 615, GRADE 60 FOR DEFORMED AND PLAIN BILLET-STEEL BARS.
B) ASTM A 767, GRADE 60 FOR ZINC-COATED REINFORCING BARS.
5) JOINT REINFORCING - PER ASTM A 951 AND PROTECTED FROM CORROSION BY GALVANIZING IN ACCORDANCE WITH ASTM A 641.
6) ANCHORS, TIES AND ACCESSORIES:
A) ASTM A 36 FOR STRUCTURAL STEEL PROTECTED FROM CORROSION BY GALVANIZING IN ACCORDANCE WITH ASTM A 153 WHENEVER THE RELATIVE HUMIDITY EXCEEDS 75 PERCENT.
B) ASTM A 82 FOR PLAIN STEEL WIRE FOR CONCRETE REINFORCEMENT AND PROTECTED FROM CORROSION BY GALVANIZING IN ACCORDANCE WITH ASTM A 153 WHENEVER THE RELATIVE HUMIDITY EXCEEDS 75 PERCENT.
C) ASTM A 167, TYPE 304, FOR STAINLESS AND HEAT-RESISTING CHROMIUM-NICKEL STEEL PLATE, SHEET AND STRIP STEEL.
D) ASTM A 366 FOR COLD-ROLLED CARBON STEEL SHEET, COMMERCIAL QUALITY PROTECTED FROM CORROSION BY GALVANIZING IN ACCORDANCE WITH ASTM A 153 WHENEVER THE RELATIVE HUMIDITY EXCEEDS 75 PERCENT.

C. NOTES
1) BLOCK SUPPLIERS SHALL PROVIDE TEST REPORTS TO THE STRUCTURAL ENGINEER SHOWING COMPRESSIVE STRENGTH VALUES FOR MASONRY UNITS.
2) PROVIDE 3/16 INCH "REY-WALL" OR "DUR-O-WALL" REINFORCEMENT EVERY SECOND COURSE IN STACK BOND AND IN RUNNING BOND WALLS UNLESS OTHERWISE NOTED ON PLANS.
3) PROVIDE 3/16 INCH "REY-WALL" OR "DUR-O-WALL" REINFORCEMENT EVERY COURSE IN MASONRY PIERS UNLESS DETAILED WITH TIES.
4) PROVIDE CONTINUOUS BOND BEAM AT TOP OF WALL REINFORCED WITH TWO #5 BARS, DISCONTINUE BARS AT CONTROL JOINTS.
5) PROVIDE 8 INCH CONCRETE LINTEL WITH TWO #5 BARS ABOVE DOORS AND WINDOWS UP TO 4 FEET WIDE, 16 INCH CONCRETE BLOCK LINTEL WITH TWO #5 BARS FOR OPENINGS UP TO 8 FEET WIDE, OR PROVIDE LINTEL SIZE AND REINFORCEMENT AS SHOWN ON THE PLANS.
6) REINFORCEMENT SPLICES SHALL BE A MINIMUM OF 40 BAR DIAMETERS OR AS NOTED ON THE PLANS AND DETAILS.

STRUCTURAL STEEL

A. DESIGN CODES
1) "SPECIFICATIONS FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS" (A.I.S.C.), LATEST ADOPTION.
2) "UBC CHAPTER 22 AND APPLICABLE REFERENCED STANDARDS".

B. MATERIAL STRENGTHS
1) ASTM A36, Fy=36 KSI, FOR PLATES, BARS, ROUNDS, ANGLES, CHANNELS AND TEES.
2) ASTM A572, Fy=50 KSI, FOR WIDE FLANGE SHAPES.
3) ASTM A500, GRADE B, Fy=46 KSI, FOR STRUCTURAL TUBES
4) ASTM A501, Fy=36 KSI, FOR STRUCTURAL PIPES.
5) A307 TYPICAL ANCHOR BOLTS AND A36 THREADED ROUND STOCK ANCHORS WHERE NOTED ON PLAN OR DETAILS.
6) ASTM A325 SC OR ASTM A490 SC, FOR BOLTS USED FOR CONNECTIONS.
7) HILTI KWIK BOLT II OR APPROVED ALTERNATE, FOR EXPANSION BOLTS.
8) ASTM A108, FOR HEADED STUDS.

C. NOTES
1) ALL STRUCTURAL STEEL SHALL BE DESIGNED, FABRICATED AND ERECTED ACCORDING TO THE SPECIFICATIONS OF THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (A.I.S.C.). LATEST ADOPTION.
2) STRUCTURAL STEEL SUPPLIER IS RESPONSIBLE FOR DESIGN OF ALL CAP PLATES, BEARING PLATES, BASE PLATES, STIFFENERS, SPLICES, AND CONNECTIONS UNLESS DETAILED ON THE PLANS.
3) STRUCTURAL STEEL SUPPLIER SHALL FURNISH BOLTS FOR O.S.H.A. CONNECTIONS (NOTED THUS "O" ON PLAN). DECK BEARING ANGLES AND INSERT PLATES, AND FOUR ANCHOR BOLTS WITH DOUBLE NUTS AND WASHERS PER COLUMN BASE (SEE DETAILS).
4) STRUCTURAL STEEL TO BE PRIMED LIGHT GRAY.
5) ALL WELDING SHALL BE DONE BY THE SHIELDED ARC PROCESS, USING E70 ELECTRODES, IN ACCORDANCE WITH THE RULES OF THE AMERICAN WELDING SOCIETY (AWS), "STRUCTURAL WELDING CODE", LATEST ADOPTION.
6) ALL WELDERS SHALL BE CERTIFIED ACCORDING TO THE RULES OF THE AMERICAN WELDING SOCIETY.
7) STRUCTURAL WELDING SHALL BE IN ACCORDANCE WITH THE "STRUCTURAL WELDING CODE--STEEL", AWS/ANSI D1.1 AS ADOPTED AND UBC CHAPTER 22, DIVISION I, SECTION 2205.10.
8) STRUCTURAL JOINTS USING A325 OR A490 BOLTS TYPES A, 2, AND 3, OR EQUIVALENT FASTENERS ARE DESIGNED AND SHALL BE ASSEMBLED IN ACCORDANCE WITH UBC CHAPTER 22, DIVISION I, SECTION 2205.11. TENSION CONTROL BOLTS ARE REQUIRED.
9) STRUCTURAL STEEL SUPPLIER SHALL DESIGN ALL ITEMS IN CONFORMANCE TO THE OSHA STANDARDS FOR THE CONSTRUCTION INDUSTRY, 29 CFR 1926 SUBPART R SAFETY STANDARDS FOR STEEL ERECTION.

STEEL JOISTS AND JOIST GIRDERS

A. DESIGN CODE: "STEEL JOIST INSTITUTE STANDARD SPECIFICATIONS AND LOAD TABLES" (S.J.I.), LATEST ADOPTION

B. MATERIAL STRENGTHS: AS PER S.J.I. SPECIFICATIONS.

C. NOTES
1) BAR JOISTS AND JOIST GIRDERS (WHEN SPECIFIED) ARE TO BE DESIGNED, FABRICATED, AND ERECTED ACCORDING TO SPECIFICATIONS OF THE STEEL JOIST INSTITUTE (S.J.I.) LATEST ADOPTION & UBC SECTION 2219
2) BAR JOIST SUPPLIER TO FURNISH ALL NECESSARY BEARING ANGLES OR PLATES CAST IN MASONRY AND CONCRETE, BRIDGING, WALL ANCHORS, HEADERS (AS SHOWN), AND BOTTOM CHORD EXTENSIONS (NOTED THUS " ON PLANS).
3) BAR JOISTS TO BE SHOP PRIMED LIGHT GRAY.

STEEL ROOF DECK

A. DESIGN CODE: "STEEL DECK INSTITUTE DESIGN MANUAL FOR ROOF DECKS AND FLOOR DECKS" (S.D.I.) LATEST ADOPTION

B. MATERIAL STRENGTHS:
1) STEEL ROOF DECK SHALL BE MANUFACTURED FROM STEEL CONFORMING TO ASTM DESIGNATION A611 GRADES C, D OR E, OR FROM A653 STRUCTURAL QUALITY WITH A MINIMUM YIELD STRENGTH OF 33 KSI.
2) STEEL ROOF DECK SHALL BE FABRICATED FROM STEEL CONFORMING TO SECTION A3 OF THE LATEST EDITION OF THE AMERICAN IRON AND STEEL INSTITUTE, SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURAL MEMBERS, (AISI SPECIFICATIONS).

C. NOTES
1) ROOF DECK TO BE 1 1/2 INCH, 22 GAUGE WIDE RIB STEEL DECK, DESIGNED, FABRICATED, AND ERECTED ACCORDING TO THE SPECIFICATIONS OF THE STEEL DECK INSTITUTE, (S.D.I.), LATEST ADOPTION.
2) ROOF DECK TO BE SECURED TO SUPPORTING STEEL WITH 5/8 INCH DIAMETER PUDDLE WELDS 6 INCHES ON CENTER AT END LAPS, PERIMETER JOISTS, JOISTS RECEIVING LATERAL LOADS FROM KICKERS, DECK BEARING ANGLES OR PLATES, AND 12 INCHES ON CENTER AT INTERMEDIATE SUPPORTS. SPANS GREATER THAN 5 FEET 0 INCHES FASTEN WITH SIDELAPS TOGETHER WITH #12 SELF DRILLING AND TAPPING SCREWS AT 3 FEET 0 INCHES ON CENTER MAXIMUM SPACING.

COLD FORMED METAL FRAMING

A. DESIGN CODE: "SPECIFICATIONS FOR THE DESIGN OF COLD FORMED STEEL STRUCTURAL MEMBERS", AMERICAN IRON AND STEEL INSTITUTE (A.I.S.I.), LATEST ADOPTION.

B. MATERIAL STRENGTHS:
1) ASTM A653-SS, GALVANIZED IN ACCORDANCE W/ ASTM A653 AND A924, G-60 MINIMUM OR G-90 FOR AREAS EXPOSED TO MOISTURE, MINIMUM YIELD STRENGTH 33 KSI.
2) ASTM A1008, GALVANIZED IN ACCORDANCE W/ ASTM A653 AND A924, G-60 MINIMUM OR G-90 FOR AREAS EXPOSED TO MOISTURE, MINIMUM YIELD STRENGTH 33 KSI.
3) ASTM A1011, GALVANIZED IN ACCORDANCE W/ ASTM A653 AND A924, G-60 MINIMUM OR G-90 FOR AREAS EXPOSED TO MOISTURE, MINIMUM YIELD STRENGTH 33 KSI.

C. SUBMITTALS:
1) PRODUCT DATA INCLUDING MANUFACTURER'S PRODUCT LITERATURE, DATA SHEETS AND INSTALLATION RECOMMENDATIONS FOR SPECIFIED PRODUCTS.
2) STRUCTURAL CALCULATIONS INCLUDING A DESCRIPTION OF DESIGN CRITERIA, AN ENGINEERING ANALYSIS DEPICTING STRESS AND DEFLECTION (STIFFNESS) REQUIREMENTS FOR EACH FRAMING APPLICATION, THE SELECTION OF FRAMING COMPONENTS AND ACCESSORIES, VERIFICATION OF ATTACHMENTS TO STRUCTURE AND ADJACENT FRAMING COMPONENTS. ALL CERTIFIED BY A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE OF MINNESOTA
3) SHOP DRAWINGS PROVIDED BY THE SUPPLIER INCLUDING PLANS, SECTIONS, DETAILS, ELEVATIONS SHOWING THE SIZE, LOCATIONS, DIMENSIONS, CONNECTIONS (INCLUDING SCREW TYPES AND LOCATIONS OR WELD SIZE AND LENGTH WITH LOCATIONS), ANCHORAGE, FASTENERS, BRACING AND ACCESSORIES ALL CERTIFIED BY A PROFESSIONAL STRUCTURAL ENGINEER LICENSED IN THE STATE OF MINNESOTA.

D. NOTES:
1) ALL WELDERS TO BE QUALIFIED IN ACCORDANCE WITH "AWS D1.3", LATEST ADOPTION AND SHALL HAVE A MINIMUM OF THREE CONTINUOUS YEARS SUCCESSFUL EXPERIENCE ON COMPARABLE COLD FORMED METAL FRAMING PROJECTS.
2) TOUCH-UP ALL WELDS WITH ZINC RICH PAINT.

MISCELLANEOUS

A. PROVIDE ISOLATION AROUND COLUMN AT FLOOR LINE.

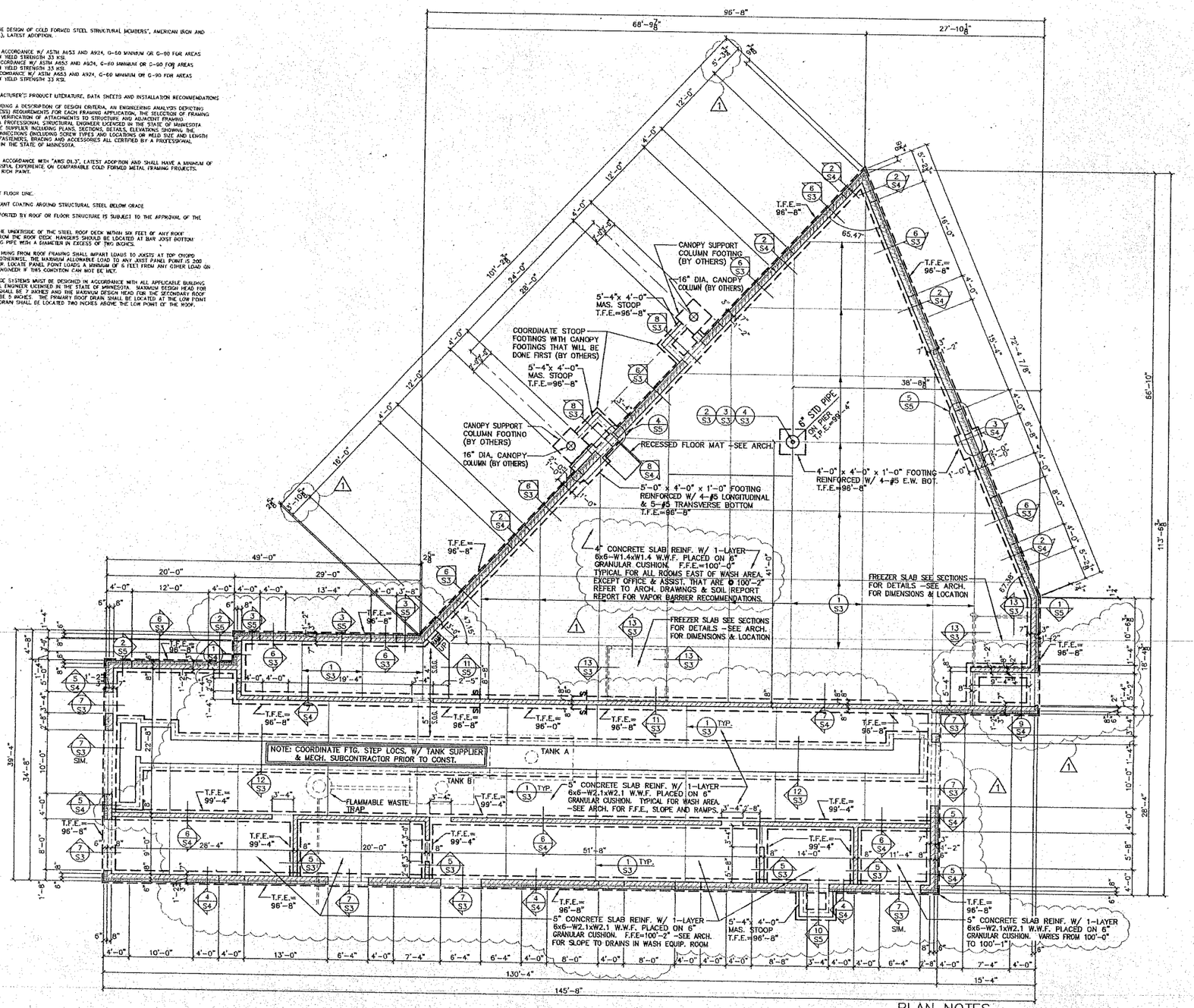
B. PROVIDE PROTECTIVE CORROSION RESISTANT COATING AROUND STRUCTURAL STEEL BELOW GRADE

C. PLACEMENT OF MECHANICAL UNITS SUPPORTED BY ROOF OR FLOOR STRUCTURE IS SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER.

D. NO DUCTWORK SHALL BE HUNG FROM THE UNDERSIDE OF THE STEEL ROOF DECK WITHIN SIX FEET OF ANY ROOF OPENING. NO PIPING SHALL BE HUNG FROM THE ROOF DECK. HANGERS SHOULD BE LOCATED AT BAR JOIST BOTTOM CHORD PANEL POINTS WHEN SUPPORTING PIPE WITH A DIAMETER IN EXCESS OF TWO INCHES.

E. ITEMS OTHER THAN CEILING GRID TO BE HUNG FROM ROOF FRAMING SHALL APPART LOADS TO JOISTS AT TOP CHORD PANEL POINTS ONLY UNLESS DETAILED OTHERWISE. THE MAXIMUM ALLOWABLE LOAD TO ANY JOIST IS 200 POUNDS UNLESS APPROVED BY ENGAGED. LOCATE PANEL POINT LOADS A MINIMUM OF 6 FEET FROM ANY OTHER LOAD ON THE SAME JOIST NOTIFY STRUCTURAL ENGINEER IF THIS CONDITION CAN NOT BE MET.

F. PRIMARY AND SECONDARY ROOF DRAINAGE SYSTEMS MUST BE DESIGNED IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES BY A PROFESSIONAL MECHANICAL ENGINEER LICENSED IN THE STATE OF MINNESOTA. MAXIMUM DESIGN HEAD FOR THE PRIMARY ROOF DRAINAGE SYSTEM SHALL BE 7 INCHES AND THE MAXIMUM DESIGN HEAD FOR THE SECONDARY ROOF DRAINAGE SYSTEM OR SCUPPER SHALL BE 8 INCHES. THE PRIMARY ROOF DRAIN SHALL BE LOCATED AT THE LOW POINT OF THE ROOF. THE SECONDARY ROOF DRAIN SHALL BE LOCATED TWO INCHES ABOVE THE LOW POINT OF THE ROOF.



FOUNDATION PLAN

1/8" = 1'-0"

PLAN NORTH — TRUE NORTH

PLAN NOTES

1. SEE STRUCTURAL NOTES ON THIS SHEET FOR DESIGN INFORMATION
2. T.F.E. ON PLAN DENOTES: TOP OF FOOTING ELEVATION
3. S S ON PLAN DENOTES: STEPPED FOOTING SEE DETAIL 14/S3
4. F.F.E. ON PLAN DENOTES: FINISHED FLOOR ELEVATION
5. CONT. WALL FOOTINGS ARE 2'-0" WIDE x 1'-0" DEEP REINF. W/ 2-#5 CONT. BOTTOM
6. MASONRY STOOPS TO BE 8" MASONRY WALLS ON 1'-8"x 1'-0" CONCRETE FOOTINGS REINF. W/ 2-#5 CONT.
7. REFER TO LINTEL SCHEDULE ON SHEET S2 FOR REINFORCING @ JAMBS OF ALL WALL OPENINGS
8. REFER TO ARCH. DRAWINGS FOR PIPE BOLLARDS AT DRIVE IN DOORS
9. REFER TO DETAILS:
   15/S3 TYPICAL BOND BEAM SPLICE
   16/S3 TYP. BOND BEAM REINF. LAYOUT
   17/S3 TYP. KEYED WALL CONTROL JOINTS (SEE ARCH. FOR LOCATIONS)

REVISIONS:
1 REVISION 11-25-02 A.R.K.

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.
Thomas F. Notch
Date: 11-25-02 Registration No. 14947

NOTCH ENGINEERING CO.
11255 Kentlewood Drive
Maple Grove, Minnesota 55369
STRUCTURAL DESIGN SERVICES
TOM NOTCH, P.E. (612) 472-5566
FAX (612) 472-1577

FOUNDATION PLAN

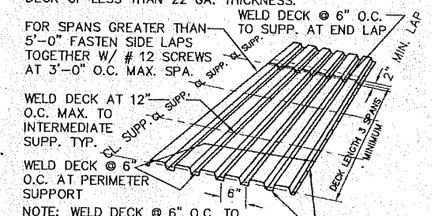
DRAWN: A.R.K. DATE: 11-12-02
CHECKED: T.E.N. COPYRIGHT 2002 NOTCH ENGINEERING

C-STORE, FAST FOOD, CAR WASH AND GAS STATION
SUNFISH EXPRESS
FOR: VANAK L.L.C.
RAMSEY, MINNESOTA

SHEET NO.
S1

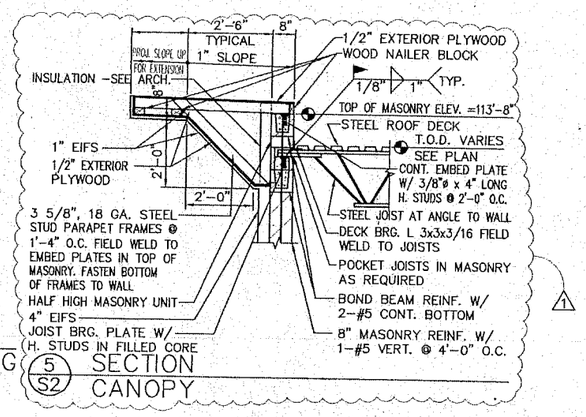
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NOTE:
ALL WELDS ARE 5/8" DIA. PUDDLE WELDS. WELDING WASHERS SHALL BE USED WHEN WELDING STEEL DECK OF LESS THAN 22 GA. THICKNESS.

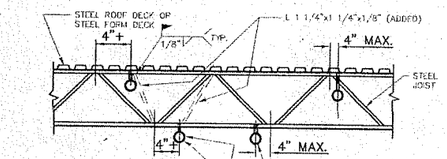


NOTE: WELD DECK @ 6" O.C. TO ALL SUPPORTS OF SPLIT OR PARTIAL WIDTH PANELS OCCURRING AT PERIMETER

1/S2 DETAIL
TYPICAL ROOF DECK WELDING



5/S2 SECTION
CANOPY



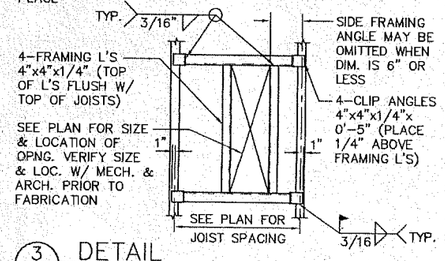
ALL CONCENTRATED LOADS TO THE STEEL JOIST, INCLUDING PIPING 2" DIA. TO 4" DIA. SHALL BE CONNECTED WITHIN 4" OF THE JOIST TOP OR BOT. CHORD PANEL POINT. ADD DIAG. ANGLE WHERE THE CONCENTRATED LOAD IS NOT WITHIN 4" OF A TOP OR BOT. CHORD PANEL POINT -WELD TO THE JOIST CHORDS

PLACEMENT OF ANY PIPING IN EXCESS OF 4" IN DIA. OR EQUIVALENT WEIGHT IN PIPE GROUPINGS OF SMALLER DIA. IS SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER.

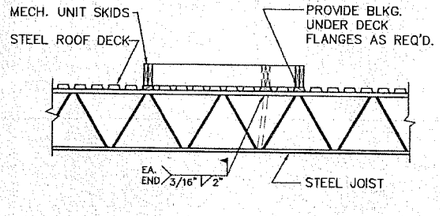
NOTES:
1. DUCTWORK SHALL NOT BE HUNG FROM THE STEEL ROOF DECK WITHIN 6'-0" OF AN OPENING. ALL HANGING WITH IN THIS AREA SHALL BE FROM JOISTS, BEAMS OR SUPPLEMENTARY STEEL.
2. PIPING AND MECHANICAL EQUIPMENT OTHER THAN DUCTWORK SHALL NOT BE HUNG FROM THE STEEL ROOF DECK AT ANY LOCATION.
3. FIRE SPRINKLER SUPPORTS SHALL BE DESIGNED TO SUPPORT THE WEIGHT OF THE WATER FILLED PIPE PLUS 250 POUNDS AT ANY SINGLE SUPPORT POINT.

2/S2 DETAIL
HANGER REQUIREMENTS FOR JSTS.

NOTE:
CLIP ANGLES TO BE LOCATED ON TOP CHORD PANEL POINTS OR PROVIDE 2-L'S 1 1/2"x1 1/2"x3/16" FROM BRG. POINT OF FRAME TO BOT. CHORD PANEL POINT OF JOIST. FIELD WELD IN PLACE

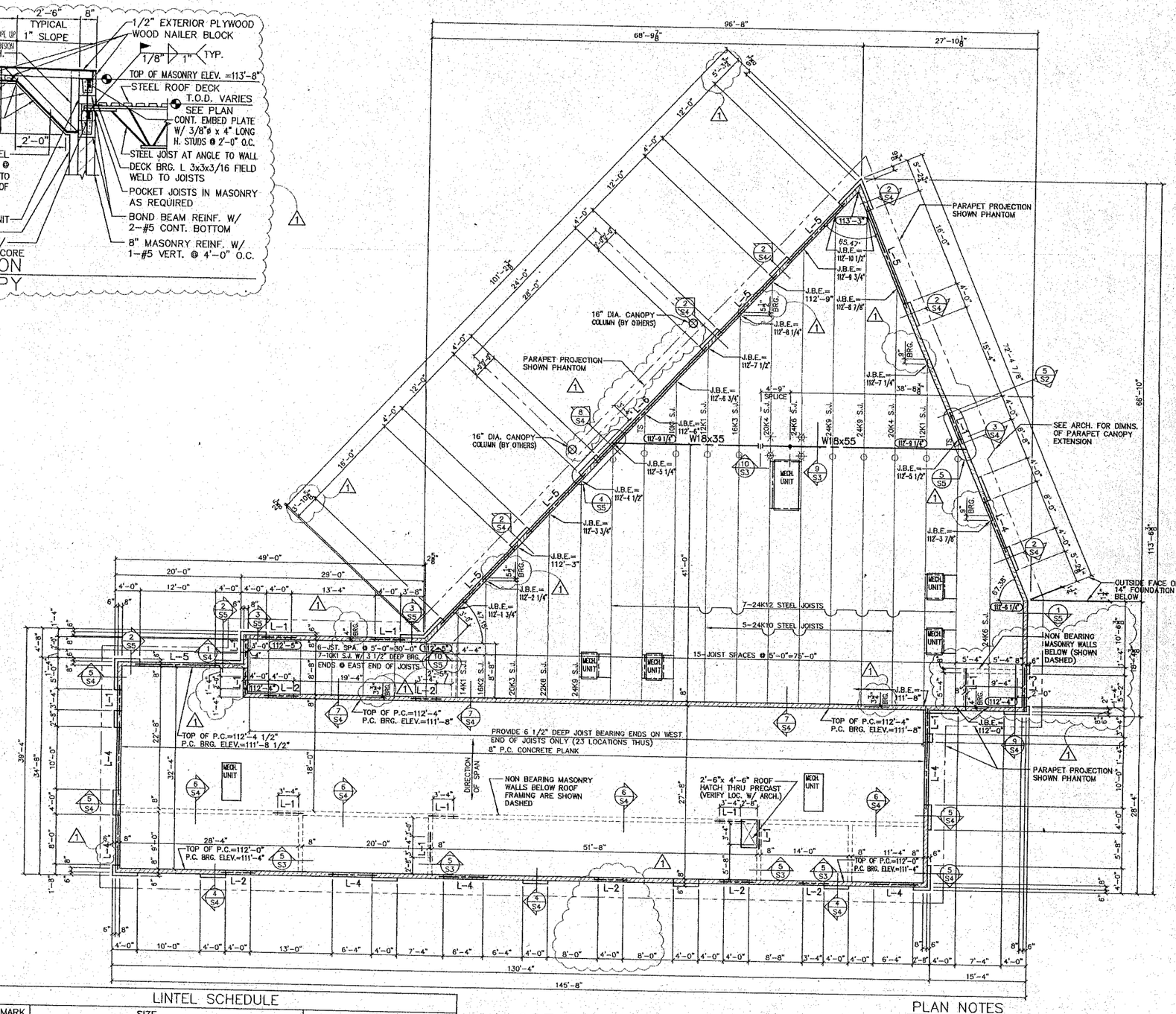


3/S2 DETAIL
MECH. OPG. SUPPORT FRAME



NOTE: IF SKID LOCATION FALLS BETWEEN JOIST PANEL POINTS, WELD 2 L'S 1 1/2"x 1 1/2"x 3/16" FROM SKID LOCATION TO BOT. CHORD PANEL POINT

4/S2 DETAIL
MECHANICAL UNIT SUPPORT



LINTEL SCHEDULE

MARK	SIZE	JAMB REINFORCING
L-1	8" HIGH MASONRY LINTEL BLOCK REINF. W/ 2-#6 BOT.	2-#5 VERTS. TO BOND BM. @ ROOF
L-2	16" HIGH MASONRY BUILT-UP LINTEL BLOCK REINF. W/ 2-#6 BOT. -SEE SEC. 6/S5	2-#6 VERTS. TO BOND BM. @ ROOF
L-3	W8x10 STEEL LINTEL W/ 1/4"x 7" BOT. PLATE & H. STUDS -SEE SEC. 7/S5	2-#6 VERTS. -SEE DET. 18/S3
L-4	W8x15 STEEL LINTEL W/ 1/4"x 7" BOT. PLATE & H. STUDS -SEE SEC. 8/S5	4-#6 VERTS. -SEE DET. 19/S3
L-5	W16x36 STEEL LINTEL W/ 1/2"ø x 6" LONG H. STUDS @ 2'-8" O.C. TOP FLANGE -SEE SEC. 9/S5	6-#6 VERTS. -SEE DET. 20/S3
L-6	W16x57 STEEL LINTEL W/ 1/2"ø x 6" LONG H. STUDS @ 2'-8" O.C. TOP FLANGE -SEE SEC. 9/S5	6-#6 VERTS. -SEE 20/S3

ROOF FRAMING PLAN

1/8" = 1'-0"

PLAN NORTH — TRUE NORTH

PLAN NOTES

1. REFER TO STRUCTURAL NOTES ON SHEET S1 FOR DESIGN LOADS, MATERIAL STRENGTHS, ROOF DECK, STEEL CONNECTIONS, ETC.
2. ANY COMBINATION OF LOADS APPLIED AT ONE PANEL POINT ON A JOIST THAT ARE GREATER THAN 200 LBS. OR MULTIPLE PANEL POINT LOADS GREATER THAN 50 LBS. MUST BE APPROVED BY THE STRUCTURAL ENGINEER.
3. " (ELEV.) " ON PLAN DENOTES: TOP OF STEEL ROOF DECK ELEVATION
4. JOIST BEARING ELEVATION = MINUS 4" FROM TOP OF DECK ELEVATION U.N.O.
5. DECK BEARING ELEVATION = MINUS 1 1/2" FROM TOP OF DECK ELEVATION
6. " O " ON PLAN DENOTES: BOLTED JOIST CONNECTION
7. " * " ON PLAN DENOTES: EXTENDED BOTTOM CHORD @ COLUMN CL.
8. "TS" ON PLAN DENOTES: TS 2 1/2x 2 1/2x 1/4
9. REFER TO DETAILS:
   - 1/S2 TYPICAL ROOF DECK WELDING
   - 2/S2 HANGER REQUIREMENTS FOR JOISTS
   - 3/S2 MECHANICAL OPENING SUPPORT FRAME
   - 4/S2 MECHANICAL UNIT SUPPORT

REVISIONS:
1 REVISION 11-25-02 A.R.K.

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.
Date: 11-25-02 Registration No. 14947

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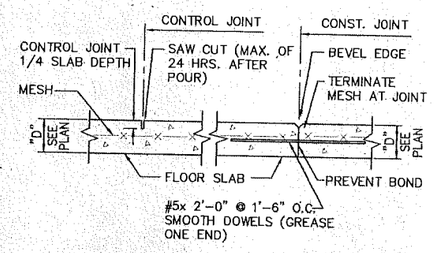
ROOF FRAMING PLAN

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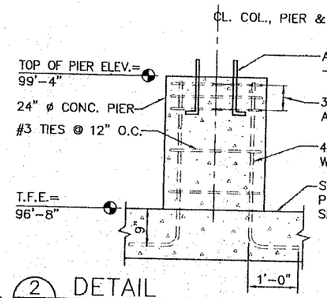
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RAMSEY, MINNESOTA

SHEET NO.
S2

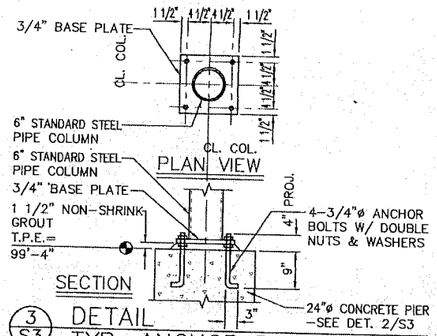
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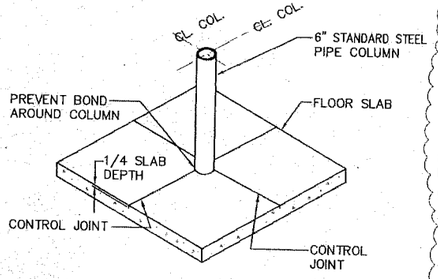
1 S3 DETAIL
SLAB CONTROL & CONST. JT.



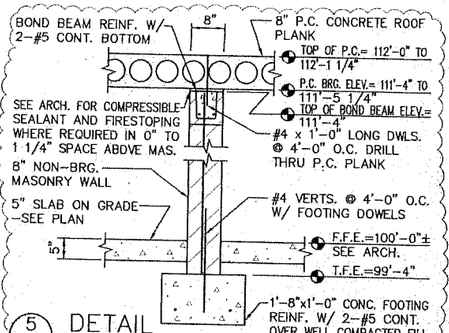
2 S3 DETAIL
TYPICAL CONCRETE PIER



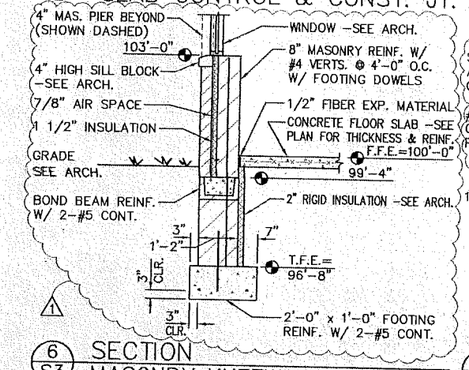
3 S3 DETAIL
TYP. ANCHOR BOLT SETTING



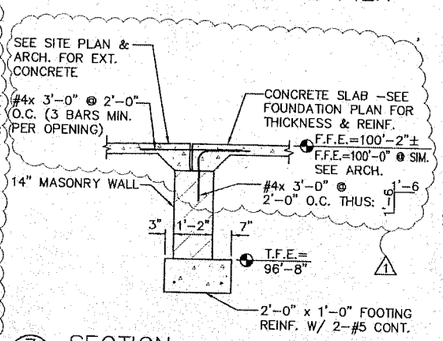
4 S3 DETAIL
TYP. COL. ISOLATION JOINT



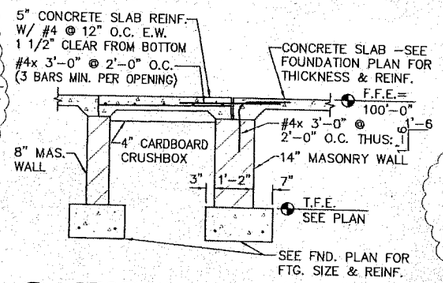
5 S3 DETAIL
NON BRG. MASONRY WALL



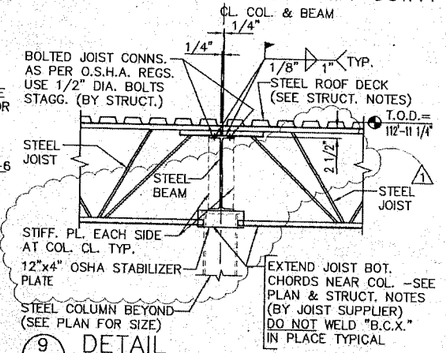
6 S3 SECTION
MASONRY KNEEWALL @ WINDOW



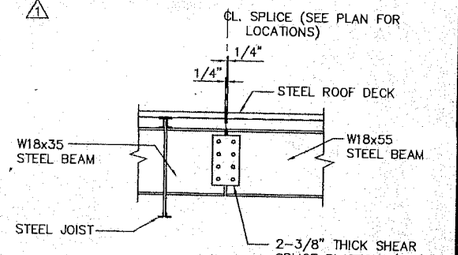
7 S3 SECTION
MASONRY END. WALL @ OPENING



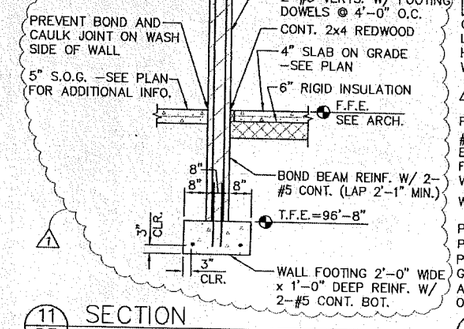
8 S3 SECTION
MASONRY STOOP @ WALL OPENING



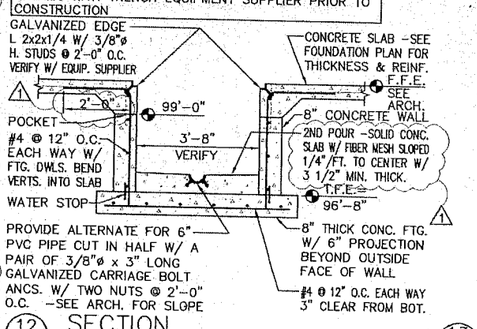
9 S3 DETAIL
JOISTS NEAR COLUMN



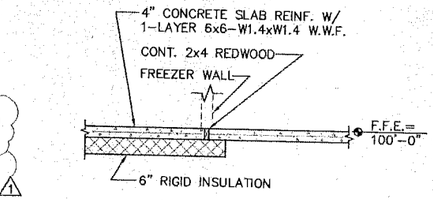
10 S3 DETAIL
ROOF BEAM SPLICE



11 S3 SECTION
FREEZER SLAB AT WALL

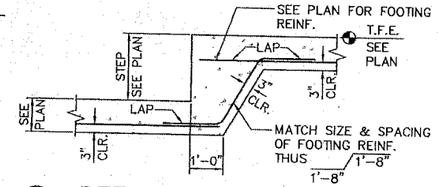


12 S3 SECTION
EQUIPMENT TRENCH



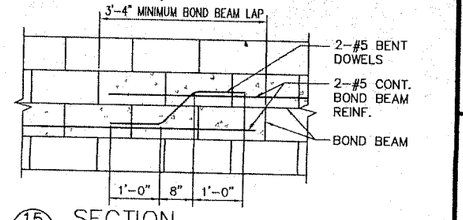
13 S3 SECTION
FREEZER SLAB

NOTE:
PROVIDE 2'-0" MAX. STEP @ MAS. WALLS

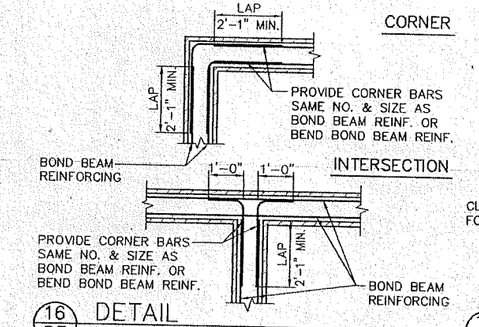


14 S3 DETAIL
TYPICAL FOOTING STEP

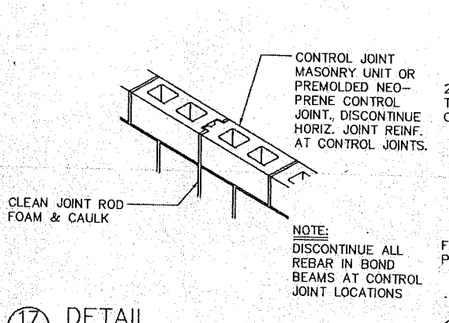
NOTES:
1. LAP BOND BEAM REINF. 40 BAR DIAMETERS MINIMUM WHERE NO ELEVATION CHANGE OCCURS.
2. IF BOND BEAMS CHANGE ELEVATIONS AT CORNER OF BUILDING RUN EACH BOND BEAM 3'-4" AROUND CORNER (NO DOWELS REQ'D.)



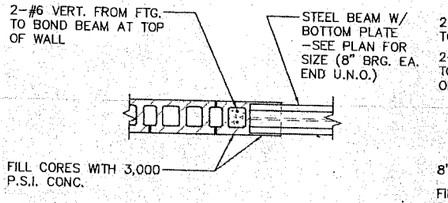
15 S3 SECTION
TYPICAL BOND BEAM SPLICE



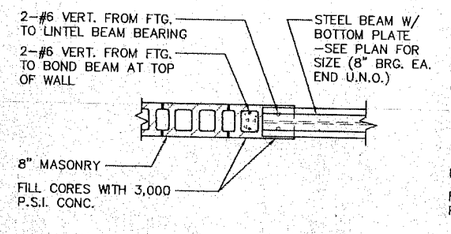
16 S3 DETAIL
TYP. BOND BEAM REINF. LAYOUT



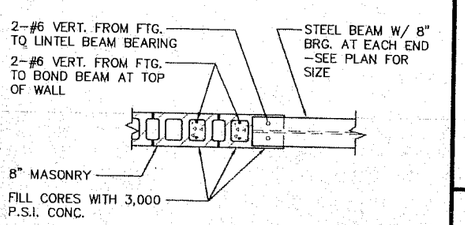
17 S3 DETAIL
TYP. KEYED MAS. CONTROL JOINT



18 S3 DETAIL
REINFORCED CORES @ LINTEL BRG.



19 S3 DETAIL
REINFORCED CORES @ LINTEL BRG.



20 S3 DETAIL
REINFORCED CORES @ LINTEL BRG.

REVISIONS:
1 REVISION 11-25-02 A.R.K.

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 & Date: 11-25-02 Registration No. 14947

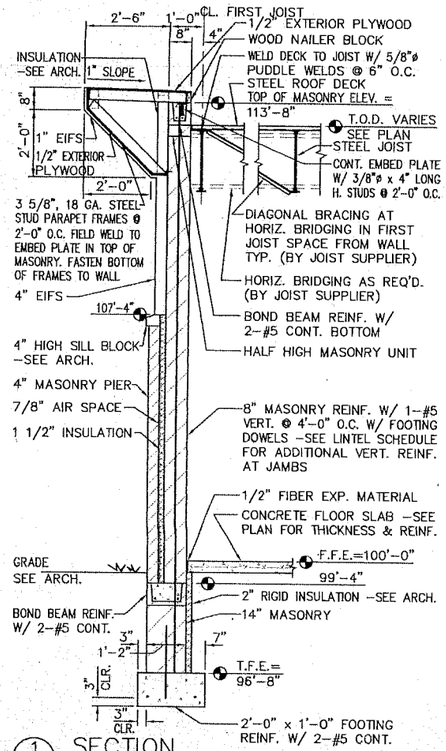
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Mound, Minnesota 55364
TOM NOTCH, P.E.
(612) 472-5686
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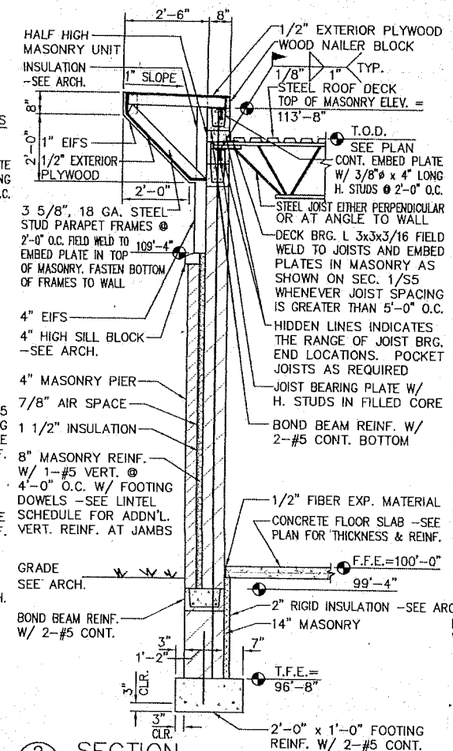
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FOR: VANAK L.L.C.
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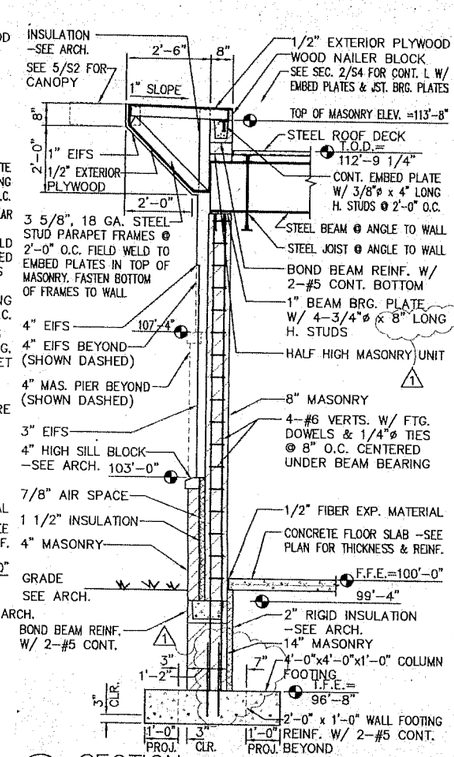
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S3
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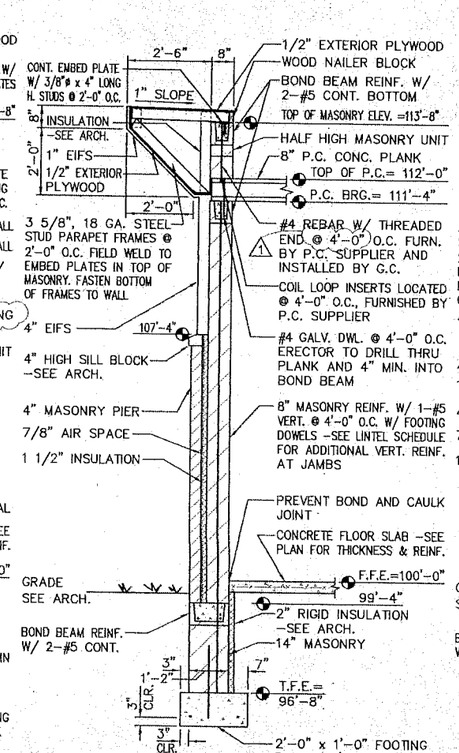
1 S4 SECTION JOIST PARALLEL TO WALL



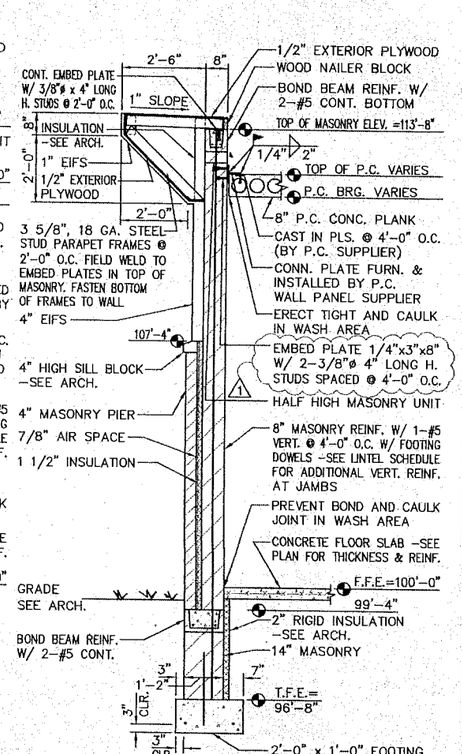
2 S4 SECTION JOIST BRG. @ WALL



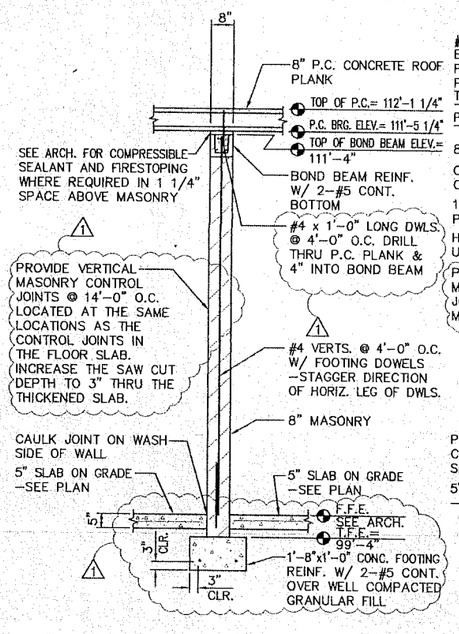
3 S4 SECTION ROOF BEAM BRG. @ WALL



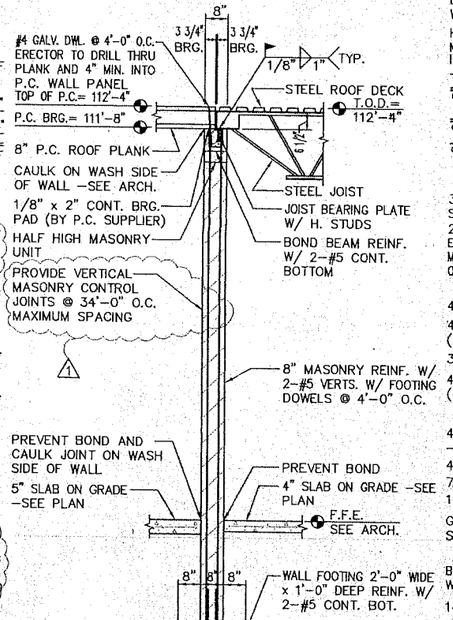
4 S4 SECTION P.C. PLANK BRG. @ P.C. WALL



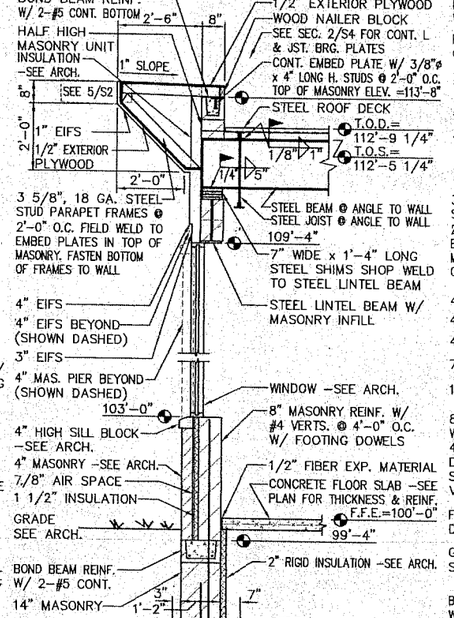
5 S4 SECTION P.C. PLANK LAP @ P.C. WALL



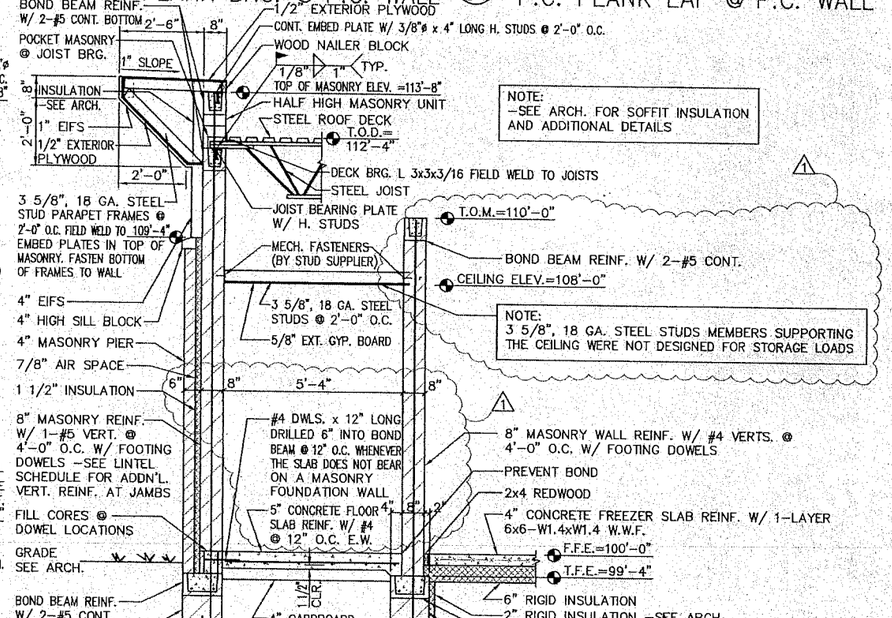
6 S4 SECTION NON BEARING MASONRY WALL



7 S4 SECTION JOIST & PLANK BRG. @ P.C. WALL



8 S4 SECTION ROOF BEAM BRG. @ WALL



9 S4 SECTION JOIST BRG. @ WALL @ ENTRY

REVISIONS:
1 REVISION 11-25-02 A.R.K.

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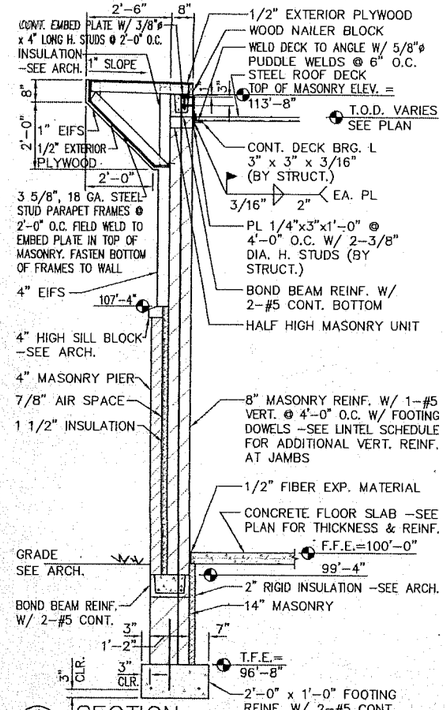
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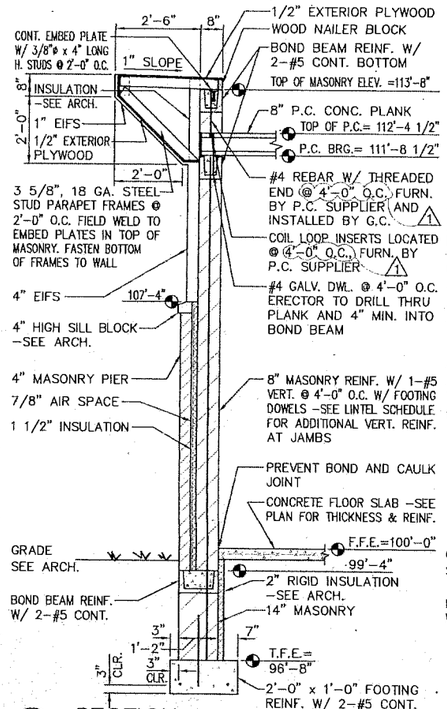
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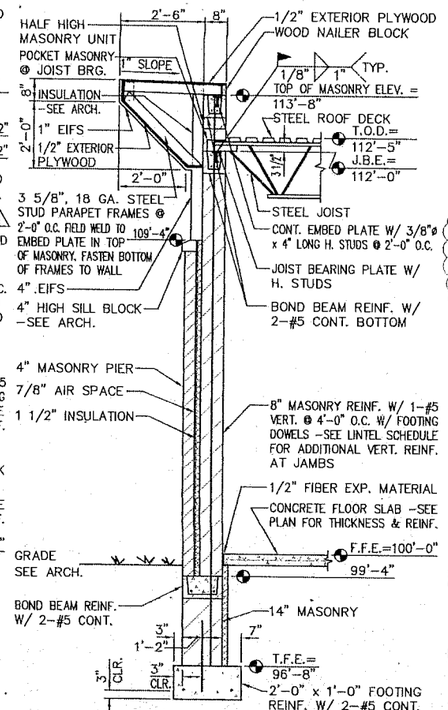
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S4



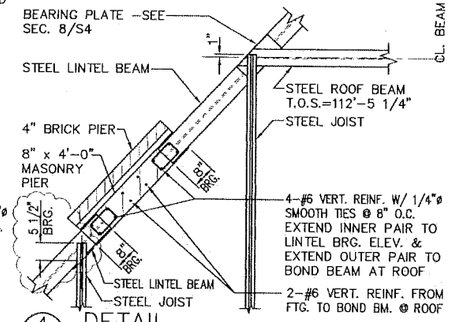
1 S5 SECTION DECK BEARING @ WALL



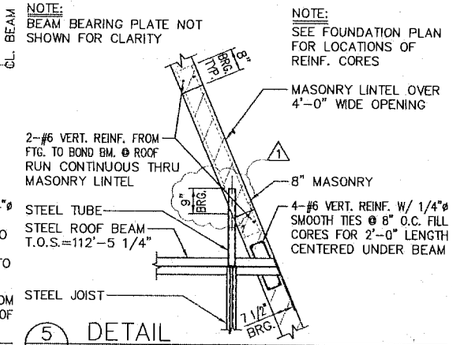
2 S5 SECTION P.C. PLANK BRG. @ P.C. WALL



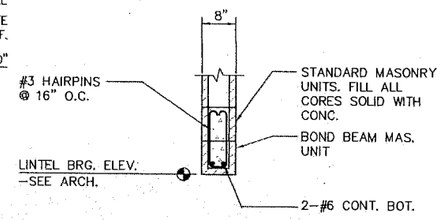
3 S5 SECTION JOIST BRG. @ WALL



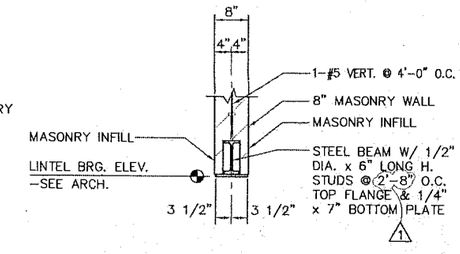
4 S5 DETAIL REINF. CORES @ LINTEL BEAM BRG.



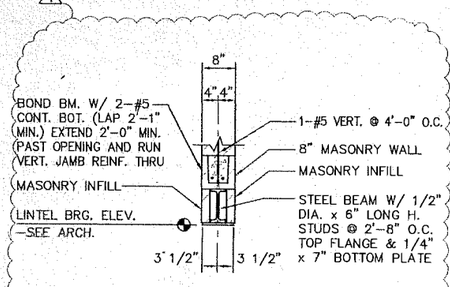
5 S5 DETAIL REINF. CORES @ ROOF BEAM BRG.



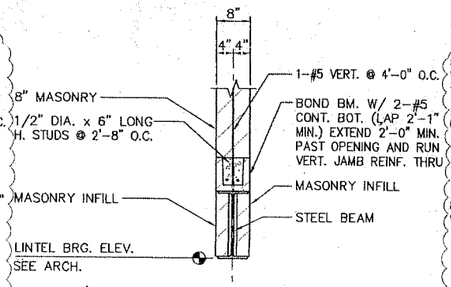
6 S5 DETAIL MAS. BUILT-UP LINTEL BEAM



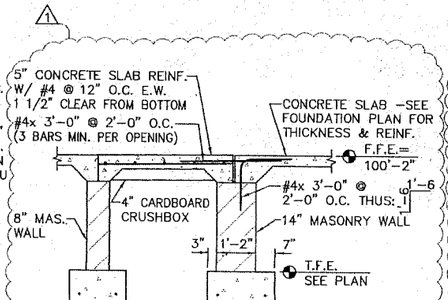
7 S5 SECTION STEEL LINTEL BEAM



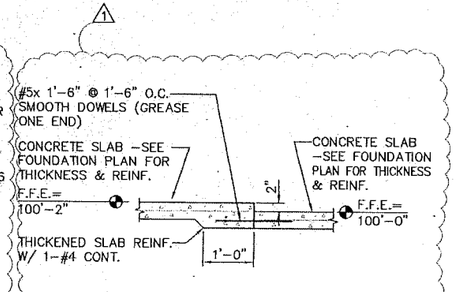
8 S5 SECTION STEEL LINTEL BEAM



9 S5 SECTION STEEL LINTEL BEAM



10 S5 SECTION MASONRY STOOP @ WALL OPENING



11 S5 SECTION CONCRETE SLAB @ FLOOR STEP

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.
Thomas Notch
Date: 11-25-02 Registration No. 14947

REVISIONS:
1 REVISION 11-25-02 A.R.K.

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SUNFISH EXPRESS
FOR: VANAK L.L.C.
RAMSEY, MINNESOTA

SHEET NO.
S5
G:\DWG\S5ACK_D.DWG

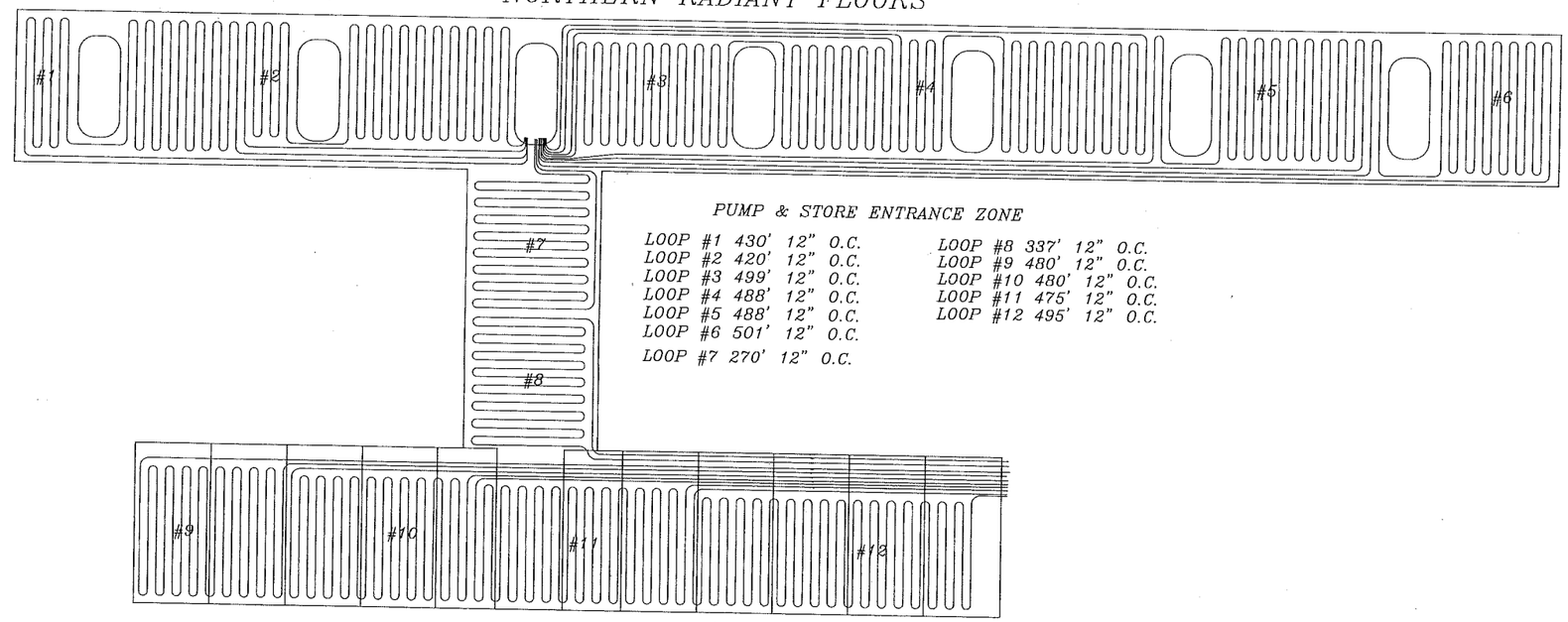
MINNESOTA DEPARTMENT of HEALTH
This is to certify that the plumbing plans and specifications for this project have been reviewed and approved by the Minnesota Department of Health.
plumbing dated NOV 04 2002

Drawing By: Steven Kramer
Exam: Kramer Mech. Inc.
Lic # 5189 PM
Phone # 651 462 2194

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH LAKE BLVD PROJECT
FOR: YANAK L.L.C.
RAMSEY, MINNESOTA

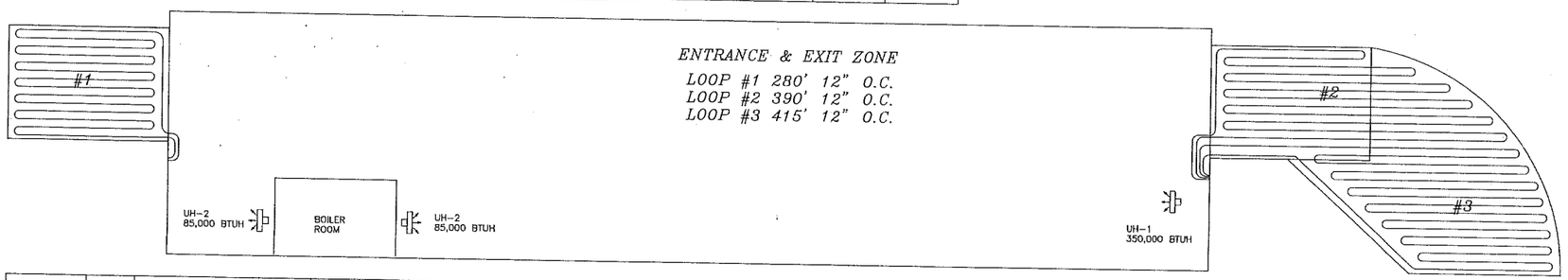
P	Plumbing	WAST
1	comm.	date 9/23/02
	drawn	checked
	revised	

NORTHERN RADIANT FLOORS



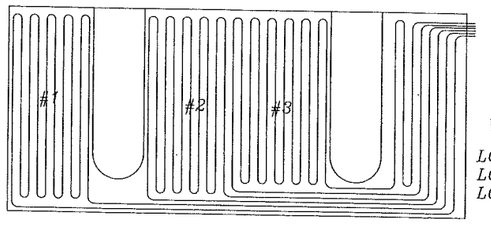
PUMP & STORE ENTRANCE ZONE

LOOP #1 430' 12" O.C.
LOOP #2 420' 12" O.C.
LOOP #3 499' 12" O.C.
LOOP #4 488' 12" O.C.
LOOP #5 488' 12" O.C.
LOOP #6 501' 12" O.C.
LOOP #7 270' 12" O.C.
LOOP #8 337' 12" O.C.
LOOP #9 480' 12" O.C.
LOOP #10 480' 12" O.C.
LOOP #11 475' 12" O.C.
LOOP #12 495' 12" O.C.



ENTRANCE & EXIT ZONE

LOOP #1 280' 12" O.C.
LOOP #2 390' 12" O.C.
LOOP #3 415' 12" O.C.



VACUUM AREA ZONE

LOOP #1 365' 12" P.C.
LOOP #2 330' 12" O.C.
LOOP #3 365' 12" O.C.

CAIN OUSE ASSOCIATES, INC.
CONSULTING ENGINEERS
BIRCH LAKE PROFESSIONAL BUILDING
1310 EAST HIGHWAY 96
WHITE BEAR LAKE, MINNESOTA 55110
(651) 426-9549 Fax: (651) 426-5048

REVISIONS

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

Wallace M. Ouse — 02/13/03 DATE
16220 REGISTRATION NO.

DRAWN BY LMS
CHECKED BY WMO
DATE 02/13/03
SCALE SEE PLN
PROJECT# 2003-111

SUNFISH LAKE
CAR WASH
RAMSEY, MN

HVAC FLOOR PLAN

SHEET NO.
M1

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 Professional Engineer under the laws of the State of Minnesota.

Signed Scott D. Kneen Date 12/27/2002

SCOTT D. KNEEN
Reg. No. 22452

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH EXPRESS
FOR: YANAK L.L.C.
6401 WEST HIGHWAY 10, CITY OF RAMSEY, MINN. 55303

CENTRAIRE
HEATING & A/C INC.
7402 WASHINGTON AVE.
EDEN PRAIRIE, MN. 55344

JOB # 16062-CNI
SCALE 1/8"=1'-0"
DATE 12/11/02

M-1
HVAC

BOILER SCHEDULE

2-4

NO.	MANUF	MODEL	MBH INPUT	MBH OUTPUT	GPM	ENT. WATER	LVG. WATER	NOTES
B-1	LOCHINVAR	CHN1800	1.8	1,512	150	180	160	

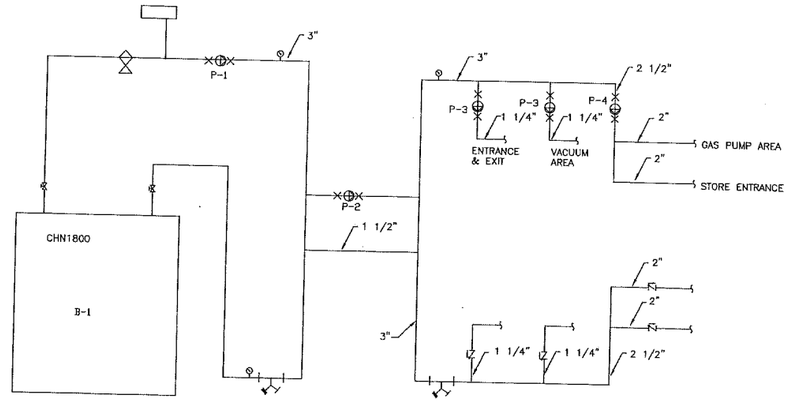
PUMP SCHEDULE

1-6

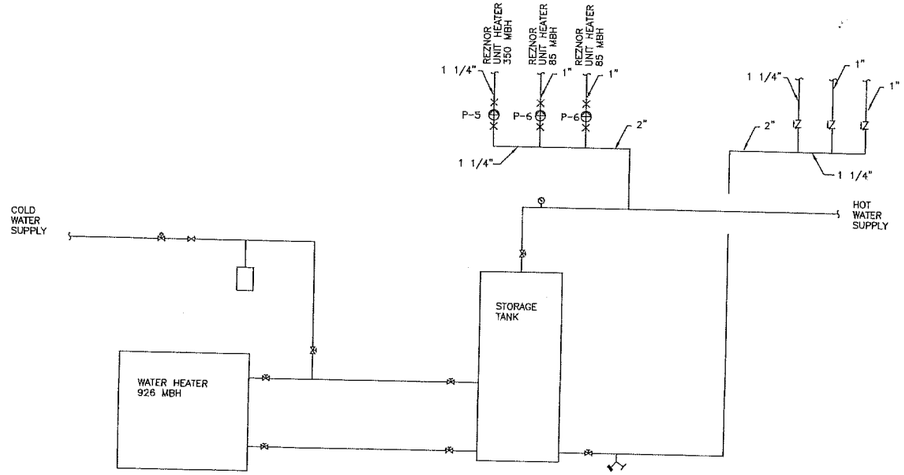
NO.	LOC	TYPE	MFG.	MODEL	SIZE	GPM	HP	RPM	FT OF HEAD	SERVES	NOTES
P-1	SEE PLN	INLINE	GRUNDFOS	TP80-80/4	--	150	1.5	1750	10	HYDRONIC PRIMARY	
P-2	SEE PLN	INLINE	GRUNDFOS	UP4375F	--	30	1/6	1750	10	INJECTION	
P-3	SEE PLN	INLINE	GRUNDFOS	UP2699F	--	20	1/6	1750	10	INJECTION	
P-4	SEE PLN	INLINE	GRUNDFOS	UP50-80/2	--	80	3/4	1750	15	INJECTION	
P-5	SEE PLN	INLINE	GRUNDFOS	UP2699BF	--	20	1/6	1750	15	UNIT HTR	
P-6	SEE PLN	INLINE	GRUNDFOS	UP1542SF	--	10	1/25	1750	6	UNIT HTR	

UNIT HEATER SCHEDULE (HOT WATER)

NO.	LOCATION	MFG	MODEL	MBH OUTPUT	EWT/ LWT	FAN DATA				DIMENSIONS	NOTE
						CFM	HP	RPM	VOLT/PH	L X H X D	
UH-1	CARWASH	REZNOR	WS300/350	350	120/100	4750	1.140	1080	115/1	--	
UH-2	CARWASH	REZNOR	WS60/85	85	120/100	1250	.150	1600	115/1	--	



A CARWASH SNOWMELT PIPING DIAGRAM
NTS



B UNIT HEATER PIPING DIAGRAM
NTS

CAIN OUSE ASSOCIATES, INC.
CONSULTING ENGINEERS
BIRCH LAKE PROFESSIONAL BUILDING
1510 EAST HIGHWAY 96
WHITE BEAR LAKE, MINNESOTA 55110
(651) 426-9549 Fax: (651) 426-5048

SUNFISH LAKE
CAR WASH
RAMSEY, MN

HVAC FLOOR PLAN

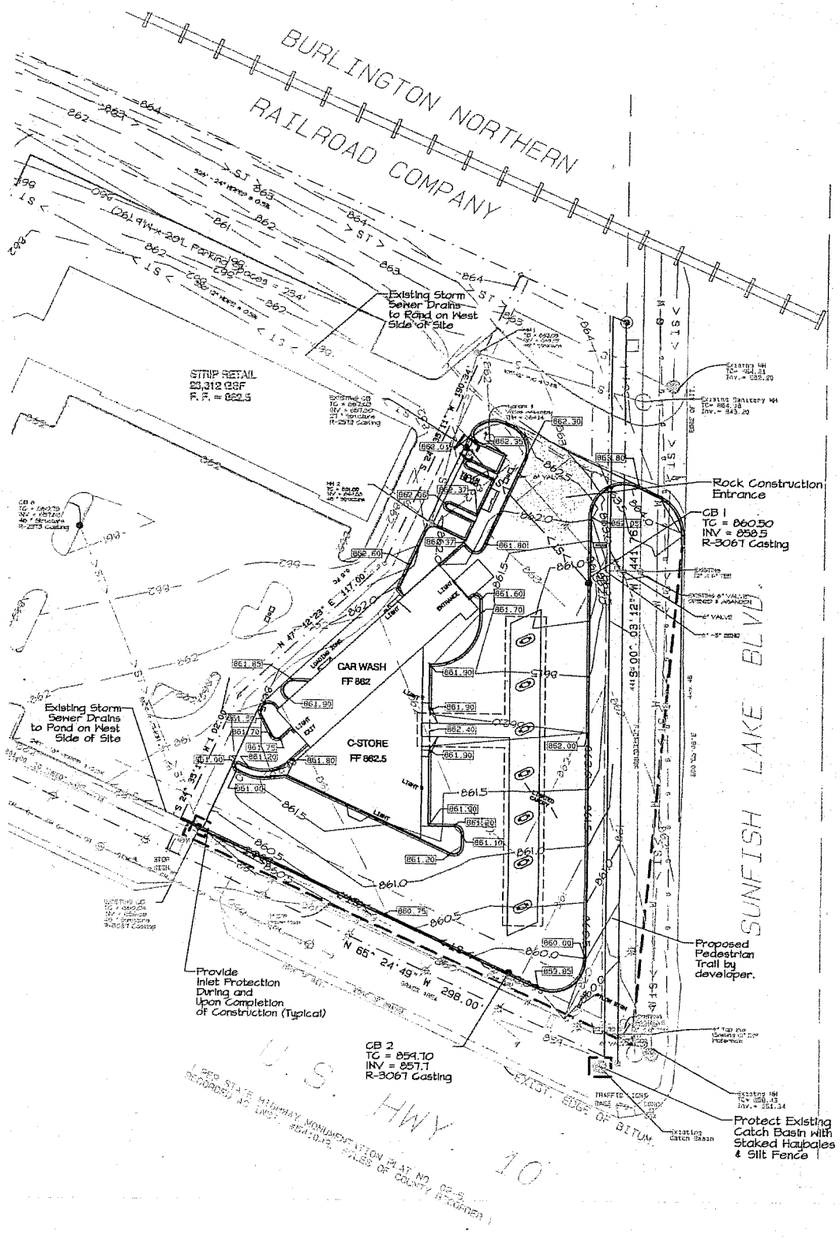
SHEET NO.
M2

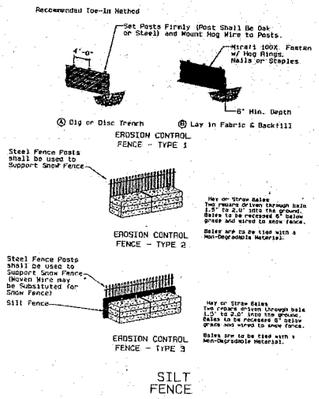
DRAWN BY LMS
CHECKED BY WMD
DATE 02/13/03
SCALE SEE PLN
PROJECT# 2003-111

REVISIONS

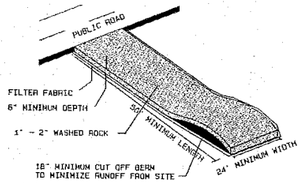
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

Wallace M. Ouse
02/13/03
DATE
16220
REGISTRATION NO.





SILT FENCE



NOTE: FILTER FABRIC SHALL BE PLACED UNDER ROCK TO STOP MUD MIGRATION THROUGH ROCK.

ROCK CONSTRUCTION ENTRANCE

LEGEND

- EXISTING CONTOURS (Dashed)
- PROPOSED CONTOURS
- SILT FENCE
- EXISTING CONDITION (LIGHT)
- PROPOSED CONDITION (DARK)
- 862.00 PROPOSED SPOT ELEVATION (Flow Line)

Asphalt Pavement

1.5" Type 41 MnDOT Wear Course
1.5" Type 31 MnDOT Binder Course
6" CL 5 Crushed Aggregare or Recycle

NOTES

1. Contractor is responsible to visit the site prior to bidding to assure scope of work is understood and is to call architect or engineer prior to bidding for any clarification needed. There will be no additional compensation for items that could have been clarified prior to bid submittals.
2. All catch basins to be protected with erosion control until placement of asphalt pavement.
3. Erosion Control is to be in place prior to commencement of any grading.
4. Contours and spot elevations are to finished grade.
5. Erosion Control is to be maintained until construction is completed and new vegetation and surfacing is established.
6. Public streets are to be clean of debris and dirt on a daily basis.
7. Upon completion of project and establishment of vegetation or other surfaces, temporary erosion control to be removed.
8. All disturbed areas are to be restored.
9. Provide Rock Construction Entrance

State Law requires notification of Gopher One Call 48 hours prior to beginning work. Call 651.454.0002 for location of utility owned lines. Private utility lines will not be located as part of Gopher One Call, but can be located by a contract locator or other suitable means. Contractor is responsible for locating all utility lines prior to construction.

Existing Survey information based on Boundary & Topographic Survey performed by John Oliver & Associates dated 8-15-2000, Master Engineering Civil Plans dated May 1, 2001 and as built information provided by the city.

N

GRAPHIC SCALE 1"=40'
0 40 80 120

Master
Civil & Construction Engineering, Inc.
2104 FOURTH AVE. S.
MINNEAPOLIS, MN 55404
BUS: (612) 872-9200
FAX: (612) 872-9201

NEW CARWASH & CONVENIENCE STORE
Sunfish Commons
Ramsey, MN
For:
RAJA DEVELOPEMENT

DESIGN AND CONSTRUCTION L.L.C.
220 - 77TH AVENUE N.E. FRIDLEY, MN 55432
TELEPHONE (612) 571-3000 FAX (612) 571-8933

PROJECT NO.	0233010
DRAWN	CMM
CHECKED	BCM
DATE	07/12/02

REVISION	NO.	DATE
City Comments	1	7/22/02
Construction Docs. 100%	2	9/17/02

CERTIFICATION

I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED UNDER THE LAWS OF THE STATE OF MINNESOTA.

BARRY C. MORGAN
REGISTRATION NO. 26433 DATE 9/17/02

CIVIL SHEET INDEX

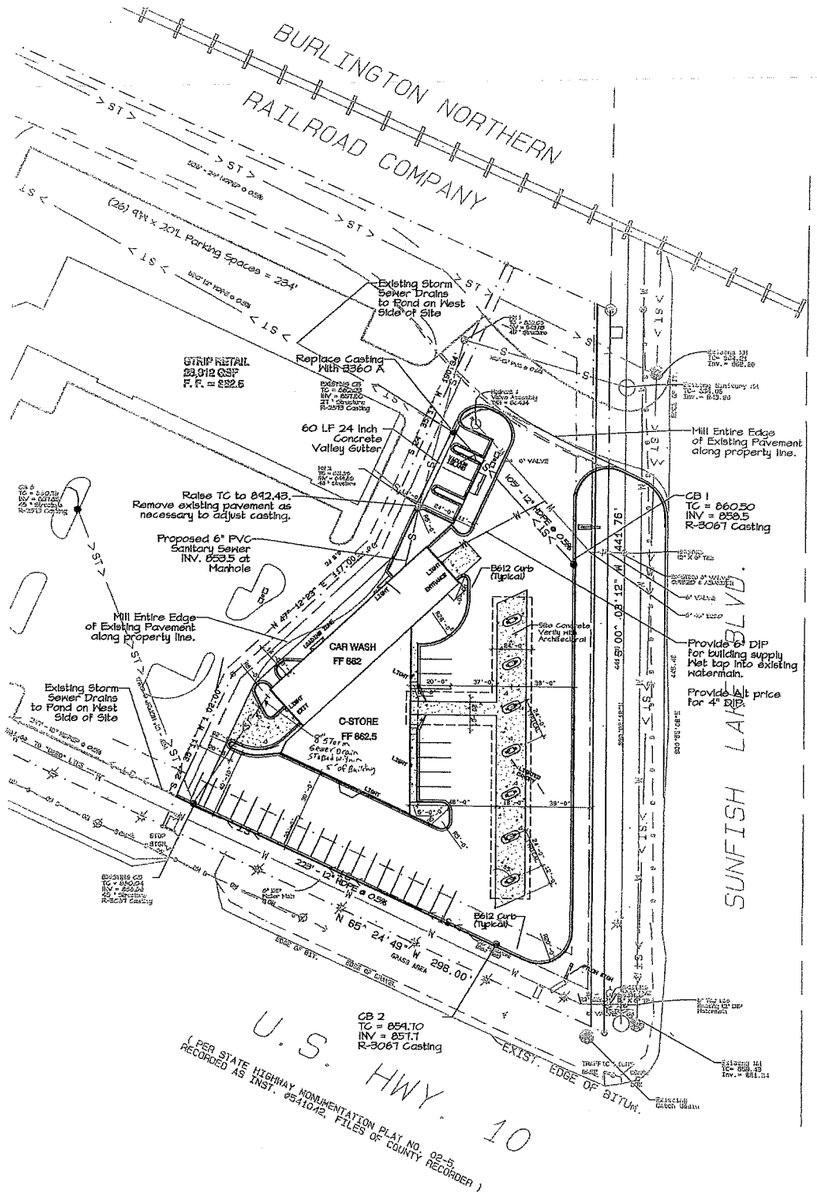
SHEET	TITLE
C1	Grading & Erosion Control
C2	Site & Utility Plan

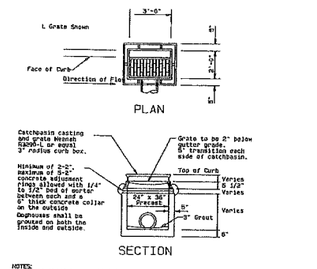
DRAWING TITLE:

GRADING & EROSION CONTROL

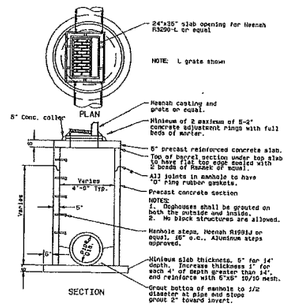
DRAWING NUMBER:

C1





STORM SEWER CATCH BASIN



CATCH BASIN MANHOLE

LEGEND

- EXISTING CONTOURS (Dashed)
- PROPOSED CONTOURS
- SILT FENCE
- EXISTING CONDITION (LIGHT)
- PROPOSED CONDITION (DARK)
- 862.00 PROPOSED SPOT ELEVATION (Flow Line)

Asphalt Pavement

1.5" Type 41 MnDOT Wear Course
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N

GRAPHIC SCALE 1"=40'
0 40 80 120

Master
Civil & Construction Engineering, Inc.

2104 FOURTH AVE. S.
MINNEAPOLIS, MN 55404
BUS: (612) 872-9200
FAX: (612) 872-9201

NEW CARWASH & CONVENIENCE STORE
Sunfish Commons
Ramsey, MN
For:
RAJA DEVELOPEMENT

DESIGN AND CONSTRUCTION L.L.C.
220 - 77TH AVENUE N.E. FRIDLEY, MN 55432
TELEPHONE (612) 571-3060 FAX (612) 571-8803

PROJECT NO.	0233010
DRAWN	CMM
CHECKED	BCM
DATE	07/12/02

REVISION	NO.	DATE
City Comments	1	1/22/02
Construction Docs. 100%	2	9/17/02

CERTIFICATION

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

BARRY C. MORGAN
REGISTRATION NO. 26433 DATE: 9/17/02

CIVIL SHEET INDEX

SHEET	TITLE
C1	Grading & Erosion Control
C2	Site & Utility Plan

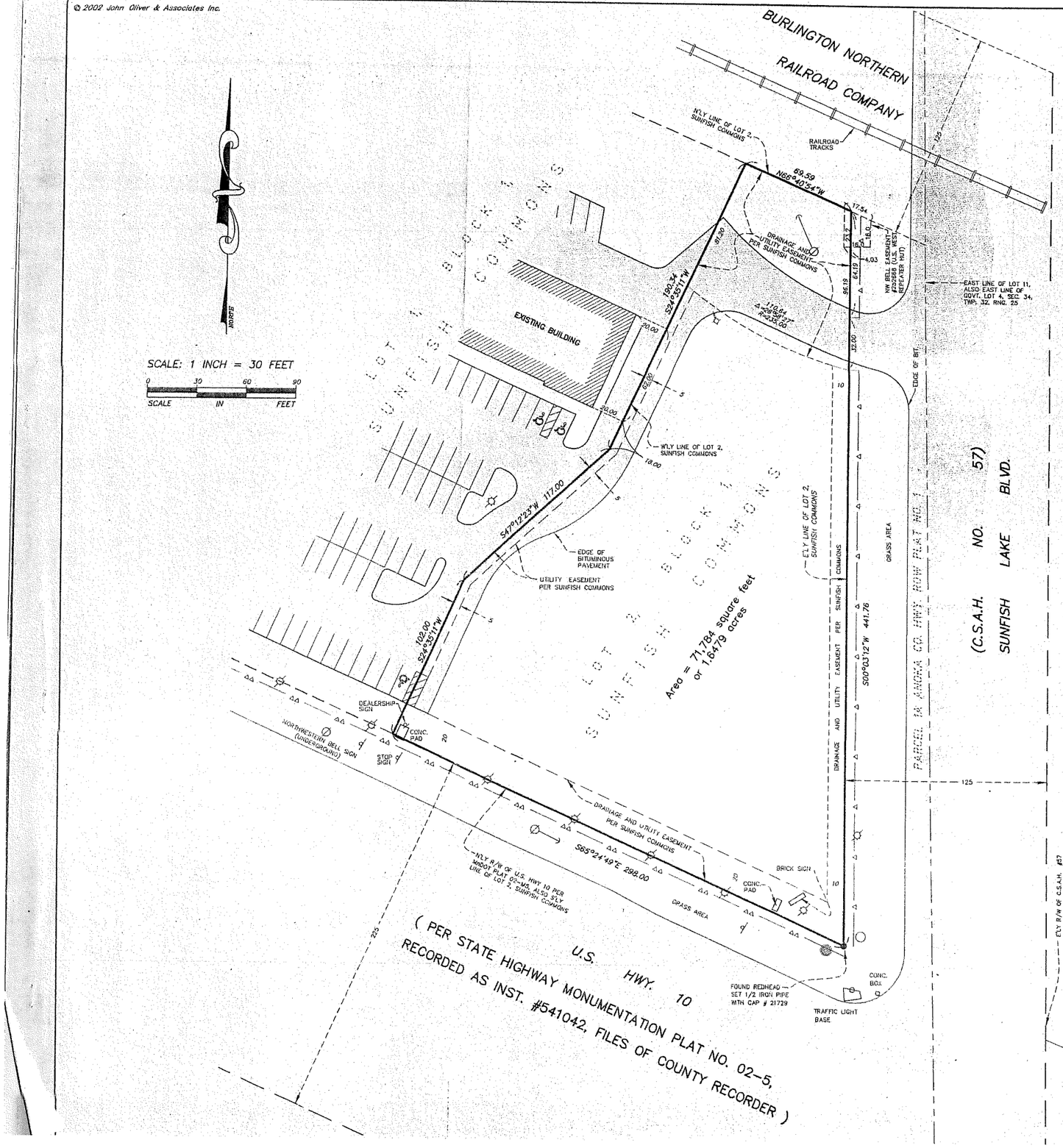
DRAWING TITLE:

UTILITY & PAVING PLAN

DRAWING NUMBER:

C2

© 2002 John Oliver & Associates Inc.



SCALE: 1 INCH = 30 FEET

0 30 60 90
SCALE IN FEET

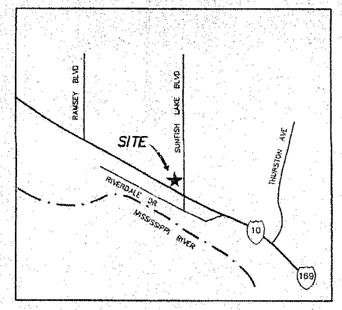
Call 48 Hours before digging
GOPHER STATE ONE CALL
Twin Cities Area 651-454-0002
MN. Toll Free 1-800-252-1166

DESCRIPTION PROVIDED BY CLIENT:

Lot 2, Block 1, SUNFISH COMMONS, according to the recorded plat thereof, Anoka County, Minnesota.

VICINITY MAP:

NO SCALE



LEGEND:

- DENOTES SET IRON PIPE MONUMENT
- DENOTES FOUND IRON PIPE MONUMENT
- DENOTES EXISTING POWER POLE
- DENOTES EXISTING CATCH BASIN
- DENOTES EXISTING WATER HYDRANT
- DENOTES EXISTING SANITARY MANHOLE
- DENOTES EXISTING SIGN
- DENOTES EXISTING LIGHT POLE
- DENOTES EXISTING BITUMINOUS SURFACE

NOTES TO SURVEY:

Orientation of this bearing system is based on the record plat of SUNFISH COMMONS.

This survey has been prepared without benefit of a title commitment policy nor a title opinion, therefore not all easements which may encumber or benefit this property have been shown as a part of this survey. Only easement which appear on the record plat of SUNFISH COMMONS have been shown on this survey.

The location and information shown regarding underground utilities have been taken from plans provided by others and field verified where possible. For further information regarding underground utilities please contact Gopher State One Call at 651-454-0002.

The National Flood Insurance Program, Flood Insurance Rate Map, Community Panel Number 27065C0020B effective date November 1, 1979, classifies this property to be within Zone C. (area of minimal flooding)

Area of this property is 71,784 square feet or 1.6479 acres.

REV NO.	DATE	DESCRIPTION

DATE: 9/27/02
BK/PG: X
DRAWN BY: BRK
CHECKED BY: RMM
DWG: 1354L2B1.DWG
TEXT: X
FILE NO.: 1354.10-101

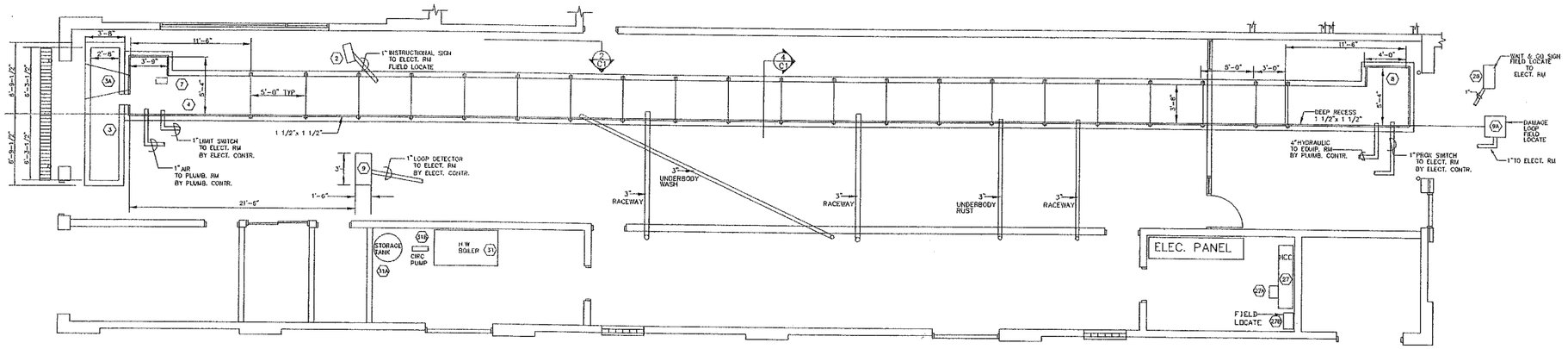
I hereby certify that this survey was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Signed: Randy M. Marton
Date: 9/27/02 License No. 21401

John Oliver & Associates, Inc.
Civil Engineering, Land Surveying, Land Planning
201 E. Travelers Trail, Suite 200
Burnsville, MN 55337
(952)894-3045 (FAX)894-3049

LOT 2, BLOCK 1, SUNFISH COMMONS
ANOKA COUNTY, MN
FOR:
MARTY FISHER
BOUNDARY SURVEY

SHEET NO. 1 OF 1



(1091) 120'-0" REAR WHEEL PUSH MECHANICAL RM AND WASHBAY PLUMBING LAYOUT

1 / C1

ALL WORK INDICATED – REFERENCE ONLY
AUTHORIZED CONTRACTORS ARE RESPONSIBLE FOR ALL WORK
ALL EQUIPMENT PROVIDED UNLESS OTHERWISE NOTED.
COORDINATE THE INSTALLATION OF SLEEVES WITH THE PLUMBING, ELECTRICAL AND EQUIPMENT CONTRACTOR FOR LOCATION AND TO VERIFY SIZES. SEE STRUCTURAL AND ARCHITECTURAL.

CONTRACTOR NOTES

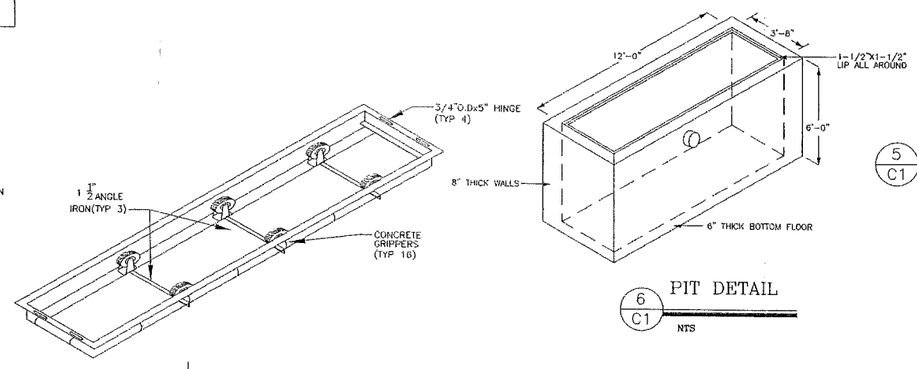
THE CONTRACTOR IS TO FURNISH THE FOLLOWING ITEMS AND INSTALL THEM EXCEPT AS NOTED.

1. P.V.C. RACEWAYS / LENGTH AS REQUIRED
2. ALL GRATES AND CONVEYOR BEAMS TO BE PROVIDED & INSTALLED BY EQUIPMENT COMPANY

NOTES

1. INSTALL P.V.C. PIPE UNDERGROUND TO CONVEYOR – HYDRAULIC PUMP LOCATION TO ACCOMMODATE HYDRAULIC HOSES. SEE PLAN
2. THE 4" I BEAMS ARE TO BE PLACED ACROSS THE SUPPORT BEAM POCKETS ONLY AFTER THE CONCRETE WORK HAS BEEN COMPLETED. BY EQUIPMENT SUPPLIER
3. THE CORRELATOR STEEL FRAME IS TO BE SET AT SLOPES INDICATED SET LEVEL ACROSS TRENCH AND POURED IN PLACE. EQUIPMENT SUPPLIER TO SUPERVISE.

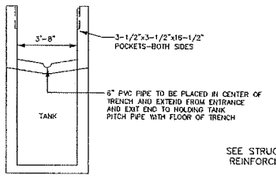
NOTE: ALL WORK TO MEET LOCAL CODES



PIT DETAIL

6 / C1

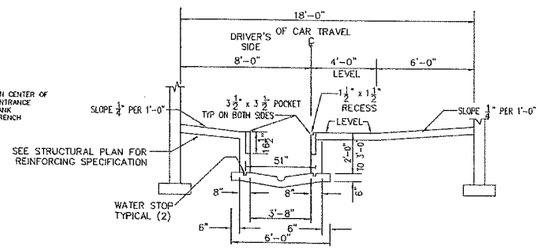
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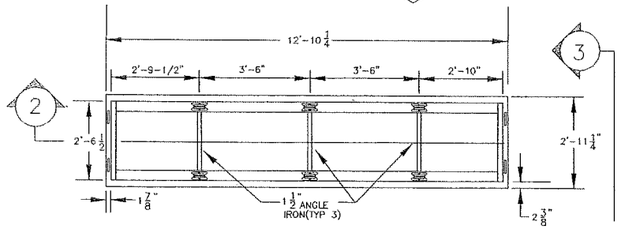


TRENCH PIT END VIEW

5 / C1

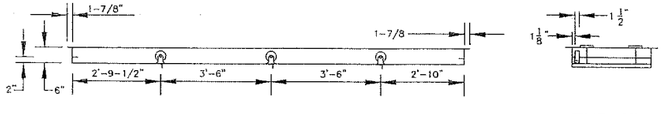
1/4" = 1'-0"





PLAN VIEW CORRELATOR (FRAME ONLY)

1 / NTS

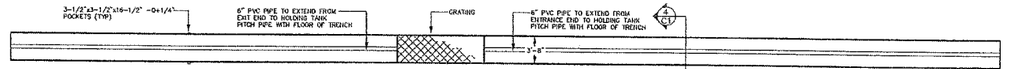


ELEVATION VIEW

2 / NTS

END VIEW

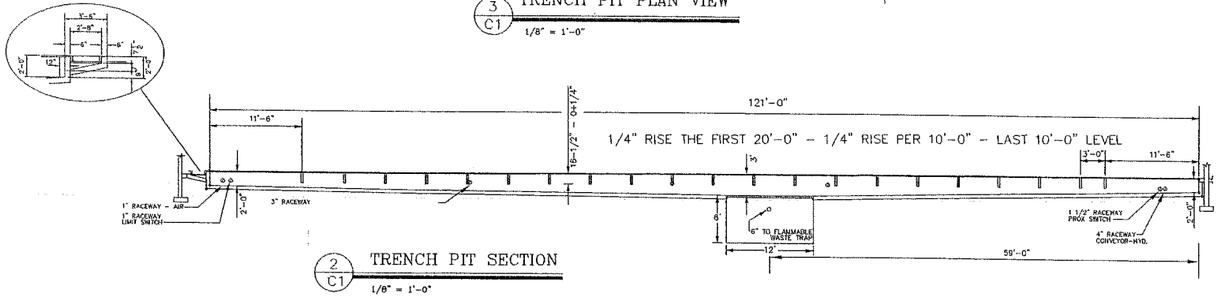
3 / NTS



TRENCH PIT PLAN VIEW

3 / C1

1/8" = 1'-0"



TRENCH PIT SECTION

2 / C1

1/8" = 1'-0"

THE DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THE VISUAL CONTRACT IS RECOGNIZED AND THE DRAWINGS AND SPECIFICATIONS ARE NOT TO BE USED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT.

THE INFORMATION CONTAINED ON THE DRAWINGS IS FOR THE EXCLUSIVE USE OF THE CONTRACTOR FOR THIS SPECIFIC PROJECT AND IS NOT TO BE USED BY THE CONTRACTOR OR ANY OTHER PERSON OR ENTITY FOR ANY OTHER PURPOSE OR LOCATION WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND IS NOT TO BE REPRODUCED OR TRANSFERRED TO ANY PERSON OR ENTITY OTHER THAN THE ONE FOR WHICH IT WAS ISSUED BY THE ARCHITECT, WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT.

scale: 1/4"=1'-0"
drawn by: JM
checked by:
date: 09/17/02
project no:

revisions:

Enterprises

SUNFISH
RAMSEY MINNESOTA

sheet number C1

MINNESOTA DEPARTMENT of HEALTH
This is to certify that the plumbing installation
of the
plumbing code. NOV 04 2002

Drawing By: Steven Kramer
Exam: Kramer Mech. Inc.
Lic # 5183901
Page # 651 462 2194
Date: 11/4/02

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH LAKE BLVD PROJECT
FOR: YANAK L.L.C.
RAMSEY, MINNESOTA

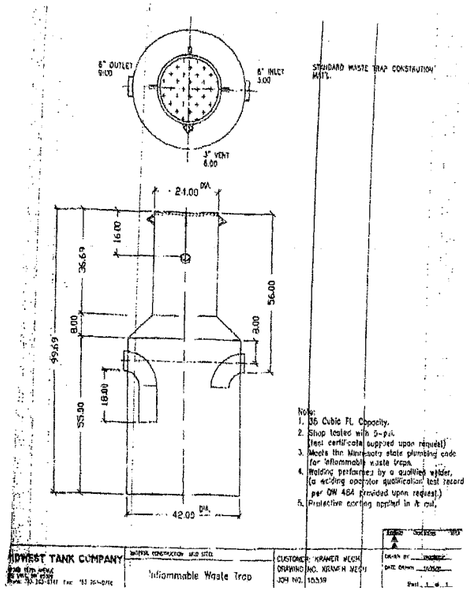
Plumbing West

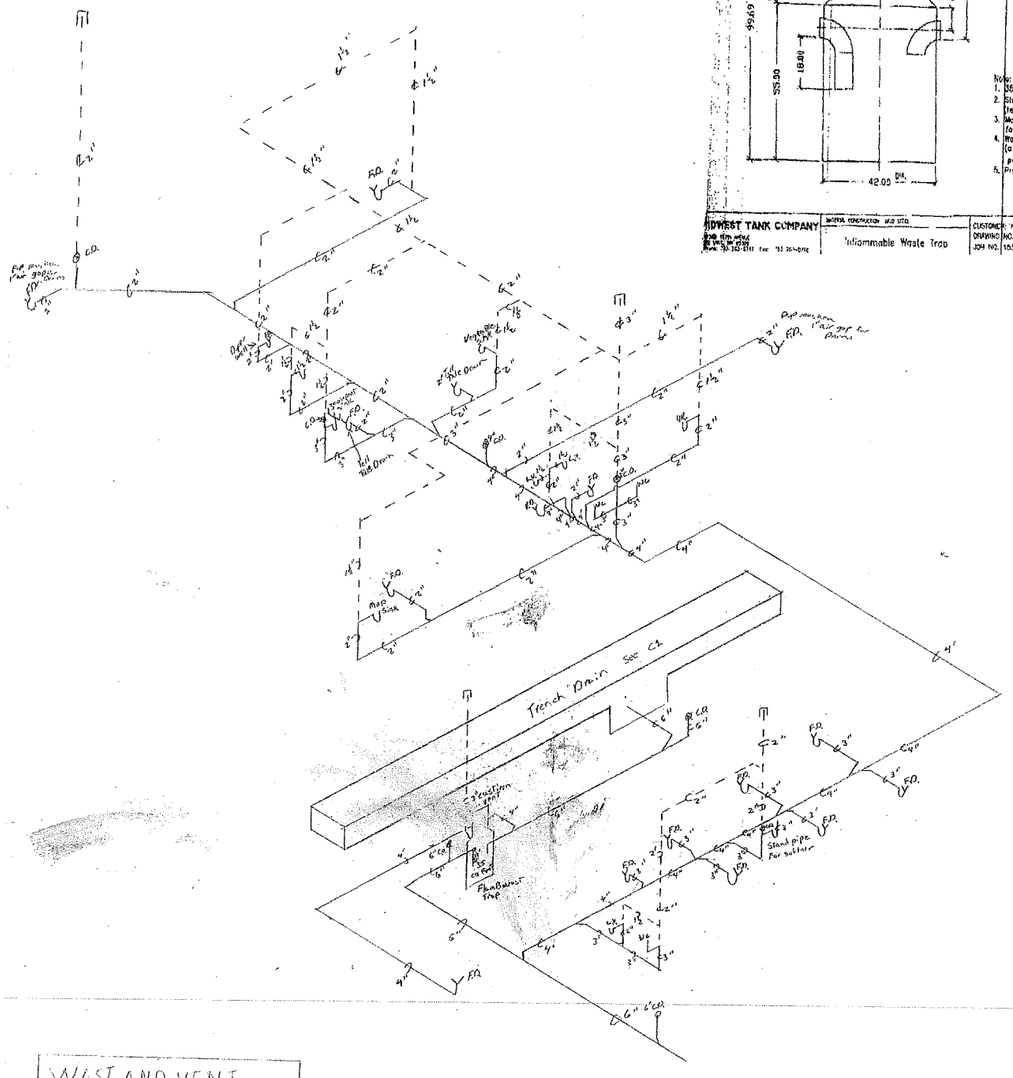
comm ___ date 9/23/02
drawn ___ checked
revised

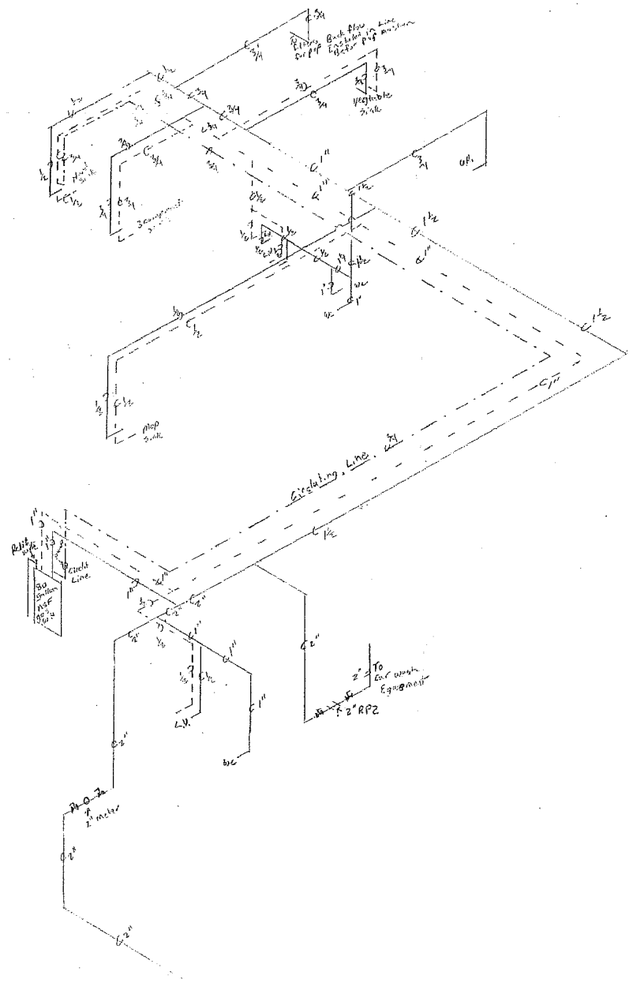
P
1

Tests All plumbing work shall be inspected, tested and approved as required by the local and State plumbing inspectors and Department of Health. Tests shall be made in the presence of the plumbing inspector or his duly authorized representatives and he shall furnish the owner with a certificate. All work shall prove absolutely tight under required connected to fixtures and equipment.

Waste and Vent inside the Building: PVC Schedule #40. See plumbing codes for limitations, Use standard weight no-hub cast iron where building codes do not permit plastic. Do not use plastic pipe in return air ceiling plenums. PVC piping solvent welding using purple primer.







WAST AND VENT
WAST LINES
VENT LINES

WATER P.P Sizing
Cold
HOT
Circulating Line
Chart used 200' 96 TO 60 PSI

Disinfecting Requirements: Before the system is put into use, this contractor shall disinfect the building water supply piping as recommended by the Department of Health.

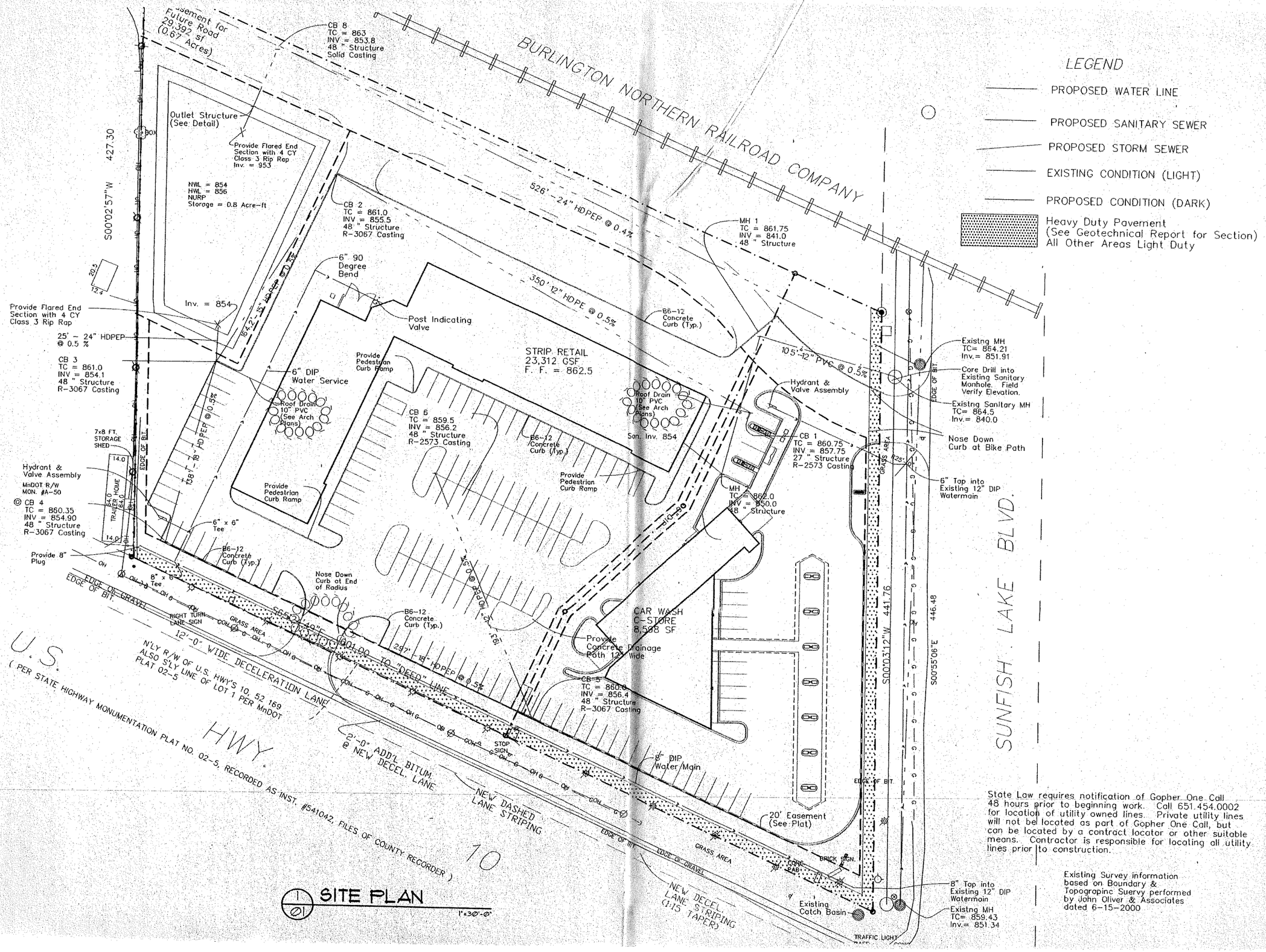
Water: Type M copper with soldered joints as per plumbing code.

NOV 14

Drawing By Steven Kramer
Kramer Mech Inc.
Fax # 218 PM
Phone # 681 2194

C-STORE, FAST FOOD, CAR WASH, AND GAS STATION
SUNFISH LAKE BLVD PROJECT

P | Plumbing Waste Vent and Water
2



1 SITE PLAN
01
1"=30'-0"

State Law requires notification of Gopher One Call 48 hours prior to beginning work. Call 651.454.0002 for location of utility owned lines. Private utility lines will not be located as part of Gopher One Call, but can be located by a contract locator or other suitable means. Contractor is responsible for locating all utility lines prior to construction.

Existing Survey information based on Boundary & Topogropinc Suervy performed by John Oliver & Associates dated 6-15-2000

DESIGN AND CONSTRUCTION L.L.C.
2209 - 7TH AVENUE NE
TELEPHONE (612) 781-2606
RIDLEY, MN 55453
FAX (612) 781-2885

PREPARED FOR:
NEW CAR WASH & CONVENIENCE STORE FOR:
RAJA DEVELOPMENT
SUNFISH COMMONS
RAMSEY, MINNESOTA

2/26/02 Date
Reg. No. 9352

OVERALL SITE PLAN
comm 02/13 date 2/26/02
drawn JLO checked JLO
revised 7/15/02

0 1

ATTACHMENT 2

Phase I Environmental Site Assessment,
dated January 10, 2017,
prepared by Braun Intertec,
(Includes 43 pages)

Phase I Environmental Site Assessment

Vacant Gasoline Station/Convenience Store
6401 Highway 10 NW
Ramsey, Minnesota

Prepared For

City of Ramsey

and

State of Minnesota

Project B1610732
January 10, 2017

Braun Intertec Corporation

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

January 10, 2017 Project B1610732

Mr. Patrick Brama
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Re: Phase I Environmental Site Assessment
Vacant Gasoline Station/Convenience Store
6401 Highway 10 NW
Ramsey, Minnesota

Dear Mr. Brama:

In accordance with your written authorization, Braun Intertec Corporation conducted a Phase I environmental site assessment (ESA) of the above-referenced site (Site). The objective of the Phase I ESA was to evaluate the Site for indications of recognized environmental conditions and to assist in satisfying All Appropriate Inquiries (AAI) standards and practices. The Phase I ESA was conducted in general conformance with the scope and limitations of American Society for Testing and Materials (ASTM) Practice E1527-13 and 40 Code of Federal Regulations (CFR) Part 312.

The Phase I ESA was prepared on behalf of, and for use by the City of Ramsey and the State of Minnesota. No other party has a right to rely on the contents of the Phase I ESA without written authorization by Braun Intertec. The Phase I ESA was prepared in association with the purchase of the Site. Please refer to the attached report for the scope, methods and conclusions of our assessment.

We appreciate the opportunity to provide our professional services for you for this project. If you have any questions regarding this letter or the attached report, please contact Kelly Brown at 952.995.2614 or James Stephan at 952.995.2676.

Sincerely,

BRAUN INTERTEC CORPORATION

Kelly W. Brown
Senior Scientist

James E. Stephan
Senior Scientist

Attachment:
Phase I Environmental Site Assessment Report

AA/EOE

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Executive Summary

Braun Intertec Corporation conducted a Phase I Environmental Site Assessment (ESA) of a vacant gasoline station/convenience store located at 6401 Highway 10 NW in Ramsey, Minnesota (Site) in general conformance with the scope and limitations of American Society for Testing and Materials (ASTM) Practice E1527-13 and 40 Code of Federal Regulations (CFR) Part 312.

At the time of this assessment, the Site consisted of an approximate 1.64-acre parcel developed with a vacant gasoline station/convenience store with an attached carwash. The building has been vacant for approximately the past three years. Four empty underground storage tanks are located on the Site. The surrounding area is developed for commercial uses.

Our research has revealed that the Site had been used as a farmstead from at least 1938 through at least 1957. The Site was then occupied by a commercial building from 1965 until 2001. The commercial building was located in the west-central portion of the Site and extended northwesterly onto what is now the adjoining parcel. Past occupants of the commercial building included automobile sales and services businesses and a sign and graphics business. The automobile dealerships were identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Petroleum impacted soils and groundwater have been documented on the Site from the past automobile sales and services uses. The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. The surrounding area was historically developed as cultivated cropland with scattered farmsteads and has been progressively redeveloped for commercial use.

This assessment identified no recognized environmental conditions in connection with the Site, with the exception of the following:

- The Site was formerly occupied by automobile dealerships. The automobile dealerships were identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Soil and groundwater impacts on the Site and the adjacent parcel to the west were documented in association with these database listings. This represents a recognized environmental condition.

- The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. Four empty underground storage tanks are located on the Site. There is a potential for past unreported releases associated with the use of the tanks. This represents a recognized environmental condition.

This assessment identified no controlled recognized environmental conditions or historical recognized environmental conditions in connection with the Site.

Additional Considerations

An additional consideration is a condition that does not meet the definition of a recognized environmental condition, controlled recognized environmental condition, or historical recognized environmental condition but, in our opinion, should be brought to the attention of the User. The following additional considerations were identified during the Phase I ESA.

Historically, farmstead buildings and a commercial building were located on the Site. It is unknown if the demolition debris associated with the buildings was buried on the Site or hauled away for disposal. The potential exists that buried materials are present at the Site that may require management as solid or hazardous waste if encountered during future earthwork or redevelopment activities. If fill soils, which could include demolition debris and other wastes, are encountered during such activities, then additional evaluation of the fill soils might be required for management and disposal purposes.

Braun Intertec prepared a hazardous material survey report on November 28, 2016 pertaining to the Site building that identified and quantified asbestos-containing materials (ACM), lead-based paint, and other hazardous materials that would require special management, handling and disposition prior to demolition.

A. Introduction

A.1. Purpose

Braun Intertec Corporation received authorization from Mr. Patrick Brama of the City of Ramsey (Client) to conduct a Phase I Environmental Site Assessment (ESA) of a vacant gasoline station/convenience store located at 6401 Highway 10 NW in Ramsey, Minnesota (Site). The objective of the Phase I ESA was to evaluate the Site for indications of recognized environmental conditions and to assist in satisfying All Appropriate Inquiries (AAI) standards and practices. The Phase I ESA was conducted in general conformance with the scope and limitations of American Society for Testing and Materials (ASTM) Practice E1527-13 and 40 Code of Federal Regulations (CFR) Part 312. No intentional deviations from the ASTM Practice E1527-13 were made in conducting this Phase I ESA for the Site. The Phase I ESA was prepared on behalf of, and for the use by the City of Ramsey and the State of Minnesota (Users) in accordance with the contract between the City of Ramsey and Braun Intertec, including the Braun Intertec General Conditions. No other party has a right to rely on the contents of the Phase I ESA without written authorization by Braun Intertec. All authorized parties are entitled to rely on the attached report according to our contract with Client, and under the same terms, conditions and circumstances. Please note that our contract with Client may contain a limitation of our total liability. If so, such limitation also applies to all those receiving this permission.

According to the User, the Phase I ESA was conducted in association with the purchase of the Site.

The purpose of this Phase I ESA was to evaluate the Site for indications of "recognized environmental conditions." A recognized environmental condition is defined by ASTM Practice E1527-13 as: "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions."

In addition, a "controlled recognized environmental condition" is also a recognized environmental condition. A controlled recognized environmental condition is defined by ASTM Practice E1527-13 as "a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls."

A.2. Scope of Services

Services provided for this project included:

- Preparing a description of the Site location, current use and improvements, and surrounding area.
- Preparing a general description of the topography, soils, geology, and groundwater flow direction at the Site.
- Reviewing reasonably ascertainable and practically reviewable regulatory information published by state and federal agencies, health, and/or environmental agencies.
- Reviewing the history of the Site, including aerial photographs, fire insurance maps, directories, and other readily available Site development data.
- Conducting a reconnaissance and environmental review of the Site, including observations of the Site for indications of hazardous materials, petroleum products, polychlorinated biphenyls (PCBs), wells, storage tanks, solid waste disposal, pits and sumps, and utilities.
- Conducting an area reconnaissance, including a brief review of adjoining property uses and pertinent environmental information noted in the Site vicinity.
- Interviewing current owners and/or occupants of the Site and accessible past Site owners, operators and/or occupants, as available.
- Interviewing local government officials or agencies having jurisdiction over hazardous waste disposal or other environmental matters in the area of the Site, as available.
- Reviewing previous environmental reports prepared for the Site, if provided.
- Preparing a written report of our methods, results, and conclusions.

The Standard Scope of the ASTM Practice E1527-13 is not intended to provide a universal analysis of potential environmental risks and hazards. This assessment included no analysis of non-standard scope environmental risks and hazards unless otherwise listed above. Analysis of other non-standard scope issues by Braun Intertec would require additional contractual arrangements.

This assessment does not include vapor encroachment screening as defined in ASTM Practice E2600-10, *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*. ASTM Practice E2600-10 is not a requirement or component of "all appropriate inquiry," but a tool for evaluating vapor migration. Its results are not determinative of whether hazardous substances from a release are or may be present at the property for the sake of "all appropriate inquiry" or ASTM Practice E1527-13. An ASTM Practice E2600-10 vapor encroachment screen is not within the scope of this Phase I ESA and will not be conducted unless specifically requested by the User. However, vapors present or likely present from hazardous substances or petroleum products are considered no differently than hazardous substances or petroleum products present or likely present as a result of a release to the environment. Therefore, while a vapor encroachment screening per the ASTM Practice E2600-10 standard is not part of this assessment, the potential for impacts to the property from vapor migration that is a result of a release of hazardous substances and/or petroleum products to the environment will be considered when assessing for the presence of a recognized environmental condition as defined by ASTM E1527-13.

A.3. User-Provided Information

The purpose of this section is to describe tasks to be performed by the "User." The "User" as defined by ASTM Practice E1527-13, is "the party seeking to use ASTM Practice E1527-13 to complete an environmental site assessment of the property. A User may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager."

As stated in 40 CFR 312 (the rule), the Brownfields Amendments provide important liability protections for Users who qualify as contiguous property owners, bona fide prospective purchasers, or innocent landowners. To meet the statutory requirements for any of these Landowner Liability Protections (LLPs), a User must meet certain threshold requirements and satisfy certain continuing obligations. To qualify as one of the three LLPs, the User must perform "all appropriate inquiries" (AAI) on or before the date on which the User acquired the Site. The rule defines AAI, which includes inquiries and activities performed by the User and an environmental professional (EP).

The rule allows (but does not mandate) the User performing AAI to conduct inquiries or activities that may include searches for environmental liens, assessments of any specialized knowledge on the part of the User, an assessment of commonly known or reasonably ascertainable information about the Site, and an assessment of the relationship of the purchase price to fair market value. However, if the User performing AAI conducts one or more of these inquiries and/or activities, the rule allows (but does not mandate) that the User may communicate information gathered from these inquiries and/or activities to their EP to identify a possible recognized environmental condition.

Braun Intertec provided a User Questionnaire to the Client as a means to communicate information gathered from these inquiries and/or activities to the EP. The User may elect whether to communicate this information to the EP and/or to communicate this information to the EP by other means (e.g., through conversation or submission of documents). As indicated in our contract, if multiple Users are requesting reliance on the Phase I ESA, the Client was responsible for forwarding a copy of the questionnaire to all appropriate entities (collectively the User).

User-supplied information is discussed in applicable sections of this report. Sections A.4.a through A.4.f present any information communicated to us by the User that the EP has determined to indicate the possible presence or likely presence of a recognized environmental condition.

A.3.a. Environmental Liens

An environmental lien is a charge, security, or encumbrance, upon title to the Site to secure the payment of a cost, damage, debt, obligation, or duty arising out of response actions, cleanup, or other remediation of environmental issues at the Site.

The User was not aware of a record or awareness of environmental liens recorded against the Site.

A.3.b. Activity and Use Limitations

Activity and Use Limitations (AULs) are legal or physical restrictions or limitations on the use of, or access to, a Site to reduce or eliminate potential exposure to hazardous substances or petroleum products in the soil, soil vapor, groundwater, and/or surface water on the Site or to prevent activities that could interfere with the effectiveness of a response action, in order to ensure maintenance of a condition of no significant risk to public health or the environment. AULs, which may include institutional and/or engineering controls, are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil, groundwater, and/or surface water on the Site.

The User was not aware of a record or awareness of AULs recorded against the Site.

A.3.c. Specialized Environmental Knowledge

Specialized environmental knowledge includes any information and/or experience related to the Site or adjoining properties including, but not limited to, any obvious indicators that point to the presence or likely presence of environmental issues at the Site.

The User was not aware of specialized environmental knowledge for the Site.

A.3.d. Valuation Reduction for Environmental Issues

Valuation reduction for environmental issues includes the relationship of the purchase price to the fair market value of the property.

The User was not aware of information indicating any reduction in purchase price or fair market value due to environmental issues at this time and until completion of this Phase I ESA.

A.3.e. Commonly Known or Reasonably Ascertainable Information

Commonly known or reasonably ascertainable information includes information about the Site that generally is known to the public within the community where the Site is located and can be easily sought and found from individuals familiar with the Site or from easily attainable public sources of information.

The User was not aware of commonly known or reasonably ascertainable information for the Site except for the past use as a gasoline station.

A.3.f. Degree of Obviousness

The User must consider the degree of obviousness of the presence or likely presence of releases or threatened releases at the Site and the ability to detect releases or threatened releases by appropriate investigation.

The User was not aware of any obvious indications of the presence or likely presence of releases or threatened releases at the Site.

B. Records Review

The purpose of the records review is to obtain and review records that will help identify recognized environmental conditions in connection with the Site. We consulted only those regulatory and historical sources that were readily available, practically reviewable, and likely to be useful to develop a history of previous uses of the Site and surrounding area within the time and cost constraints of this Phase I ESA.

B.1. Site Location

We accessed various documents and online sources to obtain Site location information. The following is a summary our findings:

Address:	6401 Highway 10 NW
City:	Ramsey
County:	Anoka
State:	Minnesota
Property Identification Number:	34-32-25-14-0027
Construction Year:	2002-03
Owner:	Series Sunfish of Athans Holdings LLC
Legal Description:	Lot 2, Block 1, Sunfish Commons Addition
Latitude:	45.221 North
Longitude:	-93.430 West
Section, Township, Range:	SE ¼ of NE ¼ of Section 34, Township 32 North, Range 25 West
Size:	1.64 acres

A Site location map and Site sketch are attached in Appendices A and B, respectively. Information obtained from the Anoka County Property Information web page is attached in Appendix C.

The Site is occupied by a slab-on-grade, 8,583 square foot, vacant gasoline station/convenience store with an attached carwash.

B.2. Physical Setting

B.2.a. Topography

According to the United States Geological Survey (U.S.G.S) 7.5-minute topographic map series, Anoka, Minnesota quadrangle, the Site is located at an elevation of approximately 865 feet above mean sea level. The topography of the Site is relatively level with a slight downward slope to the south.

B.2.b. Geology

The unconsolidated sediment in the Site vicinity are Quaternary Wisconsin Episode Langdon Terrace deposits, which consist of sand and gravelly sand (Meyer, 2012).

The uppermost bedrock unit in the Site vicinity is the Upper Cambrian St. Lawrence Formation (Mossler, 2012). The St. Lawrence Formation is described as light gray to yellowish-gray and pale yellowish-green, dolomitic, feldspathic siltstone with interbedded very fine-grained sandstone and shale.

The depth to bedrock in the Site vicinity is approximately 150 feet to 200 feet below land surface (Mossler, 2012).

B.2.c. Hydrogeology

The depth to groundwater in the vicinity of the Site is estimated to be 15 to 30 feet below land surface. Based on previous investigations at the Site, groundwater was measured at depths of approximately 20 to 24 feet below land surface.

According to published geologic information, the regional groundwater flow direction within the unconsolidated deposits in the Site vicinity is generally south-southwest (Palen et al., 1993).

The Site-specific groundwater flow direction was not determined through direct measurement during this Phase I ESA. Additional field investigation, beyond the Scope of Services of this Phase I ESA, would be required to determine this information.

B.3. Regulatory Report

We obtained regulatory database information pertaining to the Site and surrounding area from Environmental Risk Information Services, Ltd. (ERIS). The ERIS report is a compilation of records of facilities that are included on current federal and state environmental regulatory databases. The databases were searched based on the specified minimum search distances from the Site as established by ASTM Practice E1527-13.

The ERIS report also includes a description, source reference, date of acquisition, and the specified approximate minimum search distance criteria for each database and list. A copy of the ERIS report is attached in Appendix D.

We reviewed the ERIS report to identify records that indicate known or potential recognized environmental conditions on the Site and/or surrounding area and to evaluate the likelihood for those recognized environmental conditions to impact the Site based on the information obtained in this Phase I ESA.

B.3.a. Site

The Site is listed on the following federal and/or state databases in the ERIS report:

- Sunfish Express, 6401 Highway 10. The ERIS report indicates that the Site is listed on the underground storage tank (UST) and What's In My Neighborhood (WIMN) databases. One 20,000-gallon gasoline UST, two 10,000-gallon gasoline USTs, and one 10,000-gallon diesel UST are registered to the Site. All four tanks are listed as installed on October 31, 2002 and as out of service (not formally temporarily closed). All of the tanks are double-walled fiberglass with spill containment, overfill protection, and leak detection.

- McKay's Rapids Auto Sales, 6415 Highway 10 NW, formerly located on the Site and extending onto the adjacent parcel to the northwest. The ERIS report indicates that the facility is listed on the UST, aboveground storage tank (AST), leak site (LEAKSITES), WIMN and Resource Conservation and Recovery Act (RCRA) Conditionally Exempt Small Quantity Generator (CESQG) databases.

  One 265-gallon bulk oil AST, two 265-gallon used oil ASTs, one 6,000-gallon gasoline UST, one 6,000-gallon fuel oil UST, one 4,000-gallon used oil UST, and one 560-gallon motor oil UST are registered to the facility. All of the ASTs are listed as active. All of the USTs are listed as removed in 1993.

  A petroleum tank release (hydraulic fluid) was reported on June 15, 2001 (Leak #14284). The file on the reported release was closed by the Minnesota Pollution Control Agency (MPCA) on March 14, 2002 indicating that the investigation/cleanup of the reported release has been completed to the satisfaction of the MPCA. The ERIS report indicates that contaminated soils reportedly remain.

  Identification of the facility on the RCRA CESQG database indicates that the facility is required to register their hazardous waste activity under RCRA and does not imply that a release has occurred at the facility. McKay's Auto Sales is listed as having generated tetrachloroethylene, ignitable waste, benzene and lead.

- Barnett Oldsmobile/Jeep/Eagle, 6415 Highway 10 NW, formerly located on the Site and extending onto the adjacent parcel to the northwest. The ERIS report indicates that the facility is listed on the LEAKSITES, WIMN and RCRA non-generator of hazardous waste (RCRA NON GEN) databases.

  A petroleum tank release (fuel oil) was reported on January 6, 1994 (Leak #7134). The file on the reported release was closed by the MPCA on August 22, 1995. The ERIS report indicates that groundwater was reportedly contaminated by the release.

  A petroleum tank release (gasoline) was reported on February 23, 1994 (Leak #7205). The file on the reported release was closed by the MPCA on September 26, 1995. The ERIS report indicates that groundwater was reportedly contaminated by the release.

  Barnett Oldsmobile/Jeep/Eagle is listed as having generated ignitable waste, halogenated solvents, and non-halogenated solvents.

- Barnett Olds, 6415 Highway 10 NW, formerly located on the Site and extending onto the adjacent parcel to the northwest. The ERIS report indicates that the facility is listed on the Voluntary Investigation and Cleanup (VIC) Program database. The ERIS report indicates the VIC file (VP4770) is inactive indicating that the MPCA is not currently involved with any actions or activities at the facility. The ERIS report indicates that soil is impacted with diesel range organics (DRO) and gasoline range organics (GRO), soil remediation was conducted in 1994, and a Limited No Action Letter was issued by the MPCA in 1995.

- Barnett Olds #2, 6415 Highway 10 NW, formerly located on the Site and extending onto the adjacent parcel to the northwest. The ERIS report indicates that the facility is listed on the VIC database. The ERIS report indicates the VIC file (VP4771) is inactive. The ERIS report indicates that a Response Action Plan (RAP) Approval letter was issued by the MPCA in 2001.

B.3.b. Adjoining Properties

The following facilities are identified on properties that adjoin the Site in the ERIS report:

- Parabody Inc., 6410 Highway 10, located on an adjoining property south of the Site across Highway 10. The ERIS report indicates that the facility is listed on the AST and WIMN databases. One active 265-gallon kerosene AST is registered to the facility. No releases have been reported in association with the tank.

- Listul Industries, 13900 Sunfish Lake Boulevard, located on an adjoining property north of the Site across the railroad tracks. The ERIS report indicates that the facility is listed on the RCRA CESQG database. No releases, violations, or enforcement actions pertaining to the generation, storage, or disposal of hazardous waste were noted.

- Peck Construction, 13900 Sunfish Lake Boulevard, located on an adjoining property north of the Site across the railroad tracks. The ERIS report indicates that the facility is listed on the leaking aboveground storage tank (LAST), Petroleum Brownfields (BROWNFIELDS) and WIMN databases. A petroleum tank release was reported in 2008 and was closed by the MPCA in 2009. The ERIS report indicates that contaminated soil reportedly remains; however, groundwater was not contaminated by the release.

- Midwest Overhead Crane Corp, 13900 Sunfish Lake Boulevard, located on an adjoining property north of the Site across the railroad tracks. The ERIS report indicates that the facility is listed on the WIMN database as an active small to minimal hazardous waste generator, as an inactive industrial stormwater permit site, and as an inactive air permit site.

- Amoco #14673, 6360 Highway 10, located on an adjoining property southeast of the Site across Highway 10 and Sunfish Lake Boulevard. The ERIS report indicates that the facility is listed on the UST, leaking underground storage tank (LUST) and WIMN databases. Three USTs are registered to the facility. All three tanks are listed as removed. A petroleum tank release was reported in July 2004 and was closed by the MPCA in December 2004. The ERIS report indicates that groundwater was not contaminated by the release.

B.3.c. Surrounding Area

We reviewed the ERIS report for facilities located beyond adjoining properties that may indicate a release or likely release of hazardous substances and/or petroleum products that may impact the Site. Based on factors that include regulatory status, distance from the Site, and/or location relative to the regional groundwater flow direction, as referenced in Section B.2., no facilities are identified in the ERIS report that warrant further consideration as potential recognized environmental conditions.

B.3.d. Unmapped Sites

The ERIS report identified unmappable sites, which, because of poor or inadequate address information could not be mapped by ERIS. Using online mapping resources, all unmappable sites were identified outside the appropriate minimum search distances for the Site or could not be located based on the information provided. It is our opinion the unmappable sites do not warrant further consideration as potential recognized environmental conditions.

B.4. Additional Federal, State, and Local Environmental Records

To enhance and supplement the regulatory database report, we obtained or reviewed practically reviewable or reasonably ascertainable local city and/or county records and/or additional state records to identify records that indicate known or potential recognized environmental conditions at the Site.

B.4.a. Well Databases

The Minnesota Geological Survey (MGS) maintains the Minnesota Well Index (MWI), which is a limited database of water well records. The MWI was accessed through the Minnesota Department of Health (MDH) website. Not all private water wells are listed in that database. Our review of the MWI database revealed no documentation of water wells located on the Site.

B.4.b. State Regulatory Web Pages

We accessed Minnesota Department of Agriculture (MDA) "What's In My Neighborhood" Agricultural Interactive Mapping web page and the MPCA's "What's In My Neighborhood" web pages for information regarding the potential for the Site, adjoining properties, or surrounding properties to be of

environmental concern that were not identified in the regulatory database report. We did not identify facilities on the state regulatory web pages we accessed that were not already listed in the ERIS report discussed in Section B.3 above with the exception of the following listing for the Site:

- Barnett Anoka Motor – F Bath, 6415 Highway 10 NW, formerly located on the Site and extending onto the adjacent parcel to the northwest. The MPCA WIMN web page lists this as a leak site. A petroleum tank release (unknown product) was reported on July 1, 2000 (Leak #14065). The file on the reported release was closed by the MPCA on August 18, 2005. The ERIS report indicates that groundwater was reportedly contaminated by the release.

B.5. Regulatory Agency File and Records Review

The purpose of the regulatory file review is to obtain sufficient information to assist in determining if a recognized environmental condition, historical recognized environmental condition, controlled recognized environmental condition, or a *de minimis* condition exists at the Site in connection with a regulatory report listing.

Based on our review of the regulatory report, it is our opinion that a regulatory agency file and records review is warranted to determine if a recognized environmental condition, historical recognized environmental condition, controlled recognized environmental condition, or a *de minimis* condition exists at the Site in connection with the LEAKSITES and VIC sites identified in Sections B.3.a and B.4.b. Braun Intertec was authorized to review the MPCA files pertaining to these LEAKSITES and VIC sites. The following is a discussion of the information reviewed.

B.5.a. Leak #7134

The information in the MPCA file was limited. A petroleum tank release was reported on January 6, 1994 following the removal of underground storage tanks. The MPCA closed the file on the reported release on August 22, 1995. The file apparently overlapped with the VIC file (VP4770).

An excavation report dated September 28, 1994 for Leak #7134 was in the VIC VP4770 file. According to the excavation report, a 6,000-gallon waste oil UST, an 8,000-gallon fuel oil UST, and a 560-gallon motor oil UST were removed in January 1994. The waste oil and fuel oil USTs were located along the west exterior wall of the auto dealership building (west of the Site). The motor oil tank was located in the northeast portion of the auto dealership building (on the Site). The excavations were completed to depths ranging from 4 to 10 feet below grade. Groundwater was not encountered in the excavations. Approximately 20 cubic yards of soil was excavated from the fuel oil tank basin and stockpiled on-site. Confirmation samples of the stockpiled soils were analyzed for DRO, benzene, toluene, ethylbenzene and

xylene (BTEX) and total lead; all analytical values were below the practical quantitation limit (PQL) with the exception of lead. The 20 cubic yards of stockpiled soil were later commingled with soil excavated from a nearby drainfield and was thinspread on the adjoining property to the north across the railroad tracks. Soils samples from the base of each excavation were collected and analyzed for DRO and BTEX. Samples from the bottom of the waste oil and fuel oil rank excavations did not indicate any residual petroleum compounds. One sample collected from the bottom of the motor oil tank (on the Site) nearest to the tank fill line and vent line had a DRO concentration of 68 parts per million (ppm). The motor oil tank excavation was backfilled and sealed with concrete. A hand boring was later advanced in the near the east end of the motor oil tank excavation; DRO and BTEX were not detected above the PQL. A Class V injection well drainfield was noted near the tank locations. The excavation report indicated that based on the field headspace readings and laboratory analyses, further remedial investigation associated with the removed tanks was not warranted at the time.

B.5.b. Leak #7205

The information in the MPCA file was limited. A petroleum tank release was reported on February 23, 1994 following the discovery of contaminated soil in the area of a former pump island that was removed in the 1970s. Contamination was encountered in the upper 10 feet of soil. Four groundwater monitoring wells associated with the investigation of the release were abandoned on September 8, 1995. The MPCA closed the file on the reported release on September 26, 1995. The file apparently overlapped with the VIC file (VP4770).

An excavation report dated October 7, 1994 for Leak #7205 was in the VIC VP4770 file. According to the excavation report, approximately 400 cubic yards of petroleum impacted soils were removed from the former dispensing island area (located on the Site) located south of the southeast corner of the former auto dealership building on July 19, 1994. The excavated soil was transported off-site to the adjoining property to the north across the railroad tracks for land application treatment. The excavation was completed to an average depth of 15 feet. Groundwater was encountered in the excavation at approximately 23 feet below ground surface. Soil samples were collected from the excavation sidewalls and bottom and were analyzed for GRO, BTEX and lead. GRO and BTEX were not detected above PQLs. Low levels of lead were detected in all five soil samples.

B.5.c. Leak #14065

The information in the MPCA file was limited to a Public Water Supply Well Assessment dated January 2002. A well (Unique Well Number 165575) was located at the southwest corner of the former auto dealership building (the well was located approximately 60 feet west of the Site). The well was sampled in August 1993 and January 1994. In August 1993, a concentration of 0.6 ug/l of 1,4-dichlorobenzene was detected. In January 1994, concentrations of 2.1 ug/l of benzene, 0.3 ug/l of xylenes, and 1.0 ug/l of styrene were detected. The well was listed as inactive and the former auto dealership had been demolished and replaced with the existing retail strip mall.

B.5.d. Leak #14284

A petroleum tank release was reported on June 15, 2001 following the removal of fifteen hydraulic lifts from the former auto dealership building; eight of the lifts appear to have been located on the Site. Each lift had an approximate 25-gallon hydraulic oil underground storage tank. The initial release was identified during the removal of lift #15 (located west of the Site) based on a slightly elevated PID reading. Subsequently obtained analytical testing results of soil samples obtained from beneath the other lifts indicated detectable DRO concentrations beneath eight of the fifteen lifts (including five lifts formerly located on the Site) and detectable concentrations of ethylbenzene, toluene and xylene beneath lift #15. The excavations were completed to depth of 8 feet below ground surface. Groundwater was not encountered in the excavations. A Supplemental Phase II Field Investigation was completed in August 2000 in the area of the lifts prior to their removal. Six probes were advanced as near as possible to several of the lifts; three of the probes appear to have been advanced on the Site. Soil samples were collected and analyzed for DRO, GRO, and petroleum volatile organic compounds (PVOCs) and groundwater samples were collected and analyzed for DRO and volatile organic compounds (VOCs). No impacts to soils were identified and a low level DRO impact to groundwater was identified in one of the sample locations (a probe that was advanced on the Site). The MPCA closed the file on the reported release on March 14, 2002. The file apparently overlapped with the VIC file (VP4771).

B.5.e. VP4770

A Phase I ESA was conducted in 1994 on a larger 6.75-acre property that included the Site. At the time, the larger property was occupied by an auto dealership building that included sales and repair services (the eastern portion of the building was located on the Site). The 1994 Phase I report indicates that auto dealership building was constructed in 1965, gasoline fuel sales occurred from 1969 to 1970, and that an addition of a new shop/service area was constructed in 1979. The 1994 Phase I ESA indicated the larger property was previously developed as a farmstead with a riding stable. The 1994 Phase I ESA identified several environmental conditions existing at the larger 6.75-acre property, including the Site. The environmental conditions included the presence of two sand traps (considered Class V injection wells) which have been used in the shop areas to collect shop wastewater and any small spills that may have occurred inside the building. The west sand trap was located just west of the Site and the east sand trap was located on the Site. Drainfields were associated with both sand traps. Three USTs (waste oil, fuel oil, and gasoline) were registered to the facility at the time. The gasoline UST was reportedly formerly located along the east boundary of the larger property (and the Site). A second gasoline UST was reportedly also located in this area. Both gasoline tanks were reportedly installed in 1969. One of the gasoline USTs was removed in 1971 and the second gasoline UST was removed in 1985 or 1986. The waste oil and fuel oil USTs, located on the west side of the auto dealership building, were removed in January 1994 along with an unused motor oil UST that was located under the north end of the building (on the Site).

The 1994 Phase I report also indicated that a water well was located near the southwest corner of the auto dealership building and a domestic septic system was located near the northeast corner of the auto dealership building (on the Site).

A 1994 Phase II Environmental Assessment discussed the results of investigations conducted to assess areas of concern identified in the 1994 Phase I ESA including a former gasoline UST basin (located on the Site near Sunfish Lake Boulevard), two former gasoline dispensing islands (located on the Site near the southeast corner of the former auto dealership building), a motor oil UST basin (located on the Site in the northeastern portion of the former auto dealership building), and two drainfields connected to sand traps located in the building (the east sand trap and drainfield were located on the Site). Groundwater was encountered at depths ranging from 20 to 22 feet below ground surface. Soil and groundwater contamination (GRO and BTEX) was encountered in the area of the former dispensing island to the south of the auto dealership building (located on the Site). One soil sample collected from the area of the motor oil UST (located on the Site) had no detectable concentrations of petroleum compounds (this was the hand auger sample previously discussed in Leak #7134). No soil or groundwater contamination (GRO or BTEX) was identified near the east dispensing island or along the eastern edge of the larger property near the location of the two former gasoline USTs (both areas located on the Site). No soil contamination (VOCs, RCRA metals or DRO) was identified near the east drainfield (located on the Site). Soil and groundwater contamination (VOCs including trichloroethene and tetrachloroethene, RCRA metals and/or DRO) was encountered in the area near the west drainfield (located just west of the Site). Further assessment was recommended in the areas of the former dispensing island to the south of the former auto dealership building and in the area of the west drainfield.

Approximately 400 cubic yards of petroleum impacted soil was excavated from the location of the former south dispensing island on July 19, 1994. The soil was landfarmed on the adjoining property to the north across the railroad tracks. The excavation appeared to be effective in removing all petroleum impacted soil above the water table in the area. Four groundwater monitoring wells were installed in the area of the former south dispensing island. The wells were sampled in November 1994 and March 1995. Low levels of PVOCs were detected in three of the wells during the November 1994 sampling event at concentrations below their Health Risk Limits (HRLs). Samples were analyzed for GRO and BTEX during the March 1995 sampling event. All compounds were less than the laboratory reporting limit with the exception of a low detection of xylene in one well. The petroleum release (Leak #7205) was closed on September 26, 1995.

A work plan was prepared to address excavation of the west drainfield and all impacted soil along with the installation of four additional groundwater monitoring wells. The work plan was approved by the MPCA in a letter dated August 3, 1994. Excavation of the west drainfield area occurred in September 1994. Approximately 350 cubic yards of contaminated soil was removed and was thin spread on the adjacent property to the north across the railroad tracks with the approval of the MPCA. Contamination

was encountered in the excavation between approximately six and nine feet below grade. Confirmatory samples from the sidewalls and bottom of the excavation were analyzed for VOCs, polynuclear aromatic hydrocarbons (PAHs), DRO, and eight metals. No VOCs, PAHs, or DRO were detected above method detection limits. Metals were detected at concentrations within natural background levels. The MPCA determined that no further soil monitoring of the soil thinspread on the adjoining property to the north in a letter dated August 22, 1995.

Four monitoring wells were installed in the area of the west drainfield in September 1994. During installation, soil samples were collected at 14 to 16 feet below grade. Soil samples were analyzed for VOCs, PAHs, DRO, and eight metals. No VOCs, PAHs or DRO were detected above method detection limits. Metals detected were all within natural background levels. Groundwater was encountered at 20 to 22 feet below grade. Two rounds of groundwater samples were collected and analyzed for VOCs, PAHs, eight metals, mercury and polychlorinated biphenyls (PCBs). PCBs were not detected above method detection limits. Metals, PAHs, and VOCs were detected at levels below their respective Health Risk Limits. All VOCs detected were petroleum related. The PAHs and VOCs together comprised the Identified Release. Based on the approved soil response action and a review of the environmental documents, the MPCA issued a No Action Determination letter pertaining to the Identified Release (VP4770) on June 14, 1995.

A VIC application was completed on April 18, 1994 for the purpose of obtaining a technical review and approval of voluntary response action plans that may lead to the MPCA entering into an agreement with the voluntary parties.

B.5.f. VP4771

A Phase I ESA was conducted in 2000 in regard to a larger 6.75-acre property (6415 Highway 10) that included the Site. At the time, the larger property was occupied by a one-story commercial building (offices, showroom and shop area) and a smaller office building. The larger commercial building was occupied by McKay's Auto Sales and Mark's Signs (located in one of the former service bays) and the smaller building was occupied by Value Auto Sales. The eastern half of the larger building was located on the Site with the remainder of the building located on what is now the adjoining parcel to the west. The smaller commercial building was located in the southcentral portion of the larger parcel (to the west of the Site). The 2000 Phase I ESA identified fifteen underground hydraulic oil lifts within the auto dealership building as being potential sources of petroleum impacts. As discussed in Section B.5.d, eight of the lifts appear to have been located on the Site.

Demolition of the former automobile dealership was completed in June 2001. As part of the demolition activities, the fifteen underground hydraulic lifts in the garage portion of the building were removed. A test pit was dug following the removal of each lift and a soil sample was collected from a depth of approximately 8 feet below grade at each lift. The soil samples were analyzed for DRO and BTEX. DRO

was detected in seven of the soils sample at concentrations ranging from 4 to 70 milligrams per kilogram (mg/kg). A petroleum tank release was reported to the State (Leak #14284). Contaminated soil was not excavated and stockpiled during lift removal activities since the samples did not indicated headspace readings exceeding 10 ppm. Approximately two cubic yards of soil became contaminated during the removal of the lifts. The contaminated soil was excavated and stockpiled on plastic. It was requested to thinspread the contaminated soil on-site beneath a parking or drive area. The footings for the existing building that were located in the area of past releases were screened with a PID. No elevated PID readings were noted.

A 2000 Supplemental Phase II Investigation Report was prepared that discussed the investigation of potential soil and groundwater impacts from the underground hydraulic hoists. Six test holes were advanced near the underground hydraulic hoists. No elevated PID headspace measurements were recorded in any of the soil samples collected. No impacts were detected in selected soil samples. Groundwater samples were collected and analyzed for DRO and VOCs from three of the test holes. No VOCs were detected above the laboratory reporting limits in any of the samples. DRO was detected at a concentration of 500 micrograms/liter (ug/l) in one sample (collected from the Site); DRO was not detected above the laboratory reporting limit in the other two groundwater samples.

The Phase II report concluded that soil impacts above the water table had been removed in the areas of the previously identified releases. A minimal amount of relatively low level petroleum contaminated soil is present beneath the former unused motor oil UST (on the Site). Groundwater impacts were found to consist mainly of low level petroleum related compounds. All of the contaminants were below their respective HRLs at the time the files were closed by the MPCA. The Phase II report states, “Based on the historical water samples and the low to non-detect results of the recently completed test holes, no further investigation or cleanup of groundwater appears necessary”.

A Development Response Action Plan (DRAP) was prepared and approved by the MPCA on June 4, 2001 to properly address any contamination that might be encountered during demolition of the automobile dealership building in the areas of the west drainfield, the east drainfield (on the Site), the former south dispensing island (on the Site), and the hydraulic lifts (eight of the lifts were located on the Site). An Implementation of the DRAP letter was prepared on November 30, 2001 that discussed the soil screening procedures used during the sub-grade redevelopment work. The water well associated with the former auto dealership was abandoned on May 25, 2001. DRO was detected during the removal of the hydraulic vehicle hoists within the dealership garage (Leak #14284), though at low concentrations that did not require soil removal or other response actions. The larger property, including the Site, entered into the VIC Program in April 2001 as VP4771 for the purpose of obtaining liability assurance letters regarding the historical releases identified at the larger property. Based on review of the environmental documents, the MPCA issued a Lender No Association Determination letter and a Retroactive No Association Determination letter both dated March 15, 2002. The Identified Release for the No Association letters was defined as petroleum-related VOCs and DRO impacted soils.

B.6. Historical-Use Information

The objective of the historical-use information review was to develop a history of the previous uses of the Site and surrounding area, and to help evaluate the likelihood of past uses having led to recognized environmental conditions in connection with the Site. The following table summarizes the historical information reviewed. Details regarding the information reviewed are provided in the sections below.

Historical Source	Provided By:	Years Available
Historical Maps	Historical Information Gatherers, Inc. (HIG)	No coverage
Topographic Maps	HIG	1902, 1955, 1967, 1972, 1980, 1993, 2013
Aerial Photographs	HIG	1938, 1947, 1953, 1957, 1966, 1970, 1980, 1984, 1991, 1997, 2000, 2003, 2008, 2015
City Directories	HIG	1977, 1982, 1987, 1992, 1997, 2002, 2007, 2012

B.6.a. Historical Maps/Fire Insurance Maps

According to HIG, no historic map coverage is available for the Site. A copy of the no coverage letter is attached in Appendix E.

B.6.b. Historical Topographic Maps

Copies of the historical topographic maps are attached in Appendix F. The following is a summary of the information reviewed.

1902

No structures are depicted at the Site. Roads border the Site to the south and east. A railroad track borders the Site to the north.

1955

Structures, typical of residences, are depicted at the Site and along Highway 10. Highway 10 appears to be in its current configuration. A road and a railroad track border the Site to the east and north, respectively.

1967 - 1993

A building is depicted on the Site similar to the commercial building apparent on the aerial photographs for the same time periods. The manufactured home community to the northwest of the Site is depicted. Roads border the Site to the south and east. A railroad track borders the Site to the north.

2013

The maps only depicts topography, roads, waterways, and railroad tracks with only some landmark buildings noted. Therefore, no buildings are depicted on the maps.

B.6.c. Aerial Photographs

Copies of the aerial photographs are attached in Appendix G. The following is a summary of the information reviewed.

1938 - 1957

The Site is developed as a multi-building farmstead, which extends onto the existing parcel to the northwest. A railroad track borders the Site to the north. A road borders the Site to the east. A divided road, similar to Highway 10, borders the Site to the South. The surrounding land is developed as cultivated cropland with scattered farmsteads to the north, east, southeast and northwest.

1966 - 2000

A commercial building is apparent in the west-central portion of the Site. An addition to the west side of the building is apparent by 1980 and extends onto the parcel to the northwest. Automobile parking or storage is apparent around the building and along Highway 10 extending onto parcel to the northwest. The Site is bordered by a railroad track to the north with the land further to the north progressively developed into its current commercial uses. The existing building adjacent to the north across the railroad tracks is first apparent in 1997. The farmstead to the east of Sunfish Lake Boulevard is redeveloped into commercial use. The land to the south of Highway 10 is a mixture of undeveloped land and residential and commercial development. The manufactured home community further to the northwest is apparent.

2003 - 2015

The existing gasoline station/convenience store is apparent in its current configuration. No significant changes are noted on the surrounding properties except that the existing multi-tenant commercial building adjacent northwest and the existing hotel adjacent southwest across Highway 10 are apparent.

B.6.d. City Directory Information

City directories were reviewed for Highway 10 and Sunfish Lake Boulevard. The following is a summary of the information reviewed.

The following occupants were listed as occupying the Site for the indicated years:

6401 Highway 10 NW
No listings (1977 - 2002)
Taco John's (2007)
Sunfish Express (2007 - 2012)

6415 Highway 10 NW
Greenberg's Inc. and/or Greenberg's Olds (1977 - 1987)
Mark Signs & Graphics (1997)
McKay's Rapids Auto Inc. (1997)
Various retail businesses associated with existing building (2002 - 2012)

Listing for surrounding properties along Highway 10 NW and Sunfish Lake Boulevard were predominately for commercial/light industrial uses from 1977 through 2012.

B.7. Previous Environmental Documents

No previous environmental documents regarding the Site were made available for review except the following documents in the MPCA file, as discussed in Section B.5:

- *Phase I Environmental Site Assessment, Barnett Oldsmobile/Jeep/Eagle, 6415 Highway 10 Northwest, Ramsey, Minnesota*, prepared by Science & Engineering Analysis Corporation (SEACOR), dated January 17, 1994.

- *Phase II Environmental Assessment, Barnett Oldsmobile/Jeep/Eagle, 6415 Highway 10 Northwest, Ramsey, Minnesota*, prepared by SEACOR, dated March 15, 1994.

- *Excavation Report for Petroleum Release Sites, Former Barnett Olds, 6415 Highway 10 NW, Ramsey, Minnesota, Leak 7134*, prepared by SEACOR, dated September 28, 1994.

- *Excavation Report for Petroleum Release Sites, Former Barnett Oldsmobile/Jeep/Eagle Dealership, 6415 Hwy 10 NW, Ramsey, Minnesota, Leak 7205*, prepared by SEACOR, dated October 7, 1994.

- *Phase II Report, Barnett Olds/Jeep/Eagle, Ramsey, Minnesota,* prepared by SEACOR, dated February 23, 1995.

- *Remedial Investigation Data, Former Barnett Olds Property, Ramsey, Minnesota,* prepared by SEACOR, dated March 22, 1995.

- *No Action Letter, Barnett Oldsmobile/Jeep/Eagle Site, 6415 Highway 10 Northwest, Ramsey, Minnesota,* prepared by the MPCA, dated June 14, 1995.

- *Petroleum Tank Release Site File Closure, Barnett Olds, Jeep, Eagle, 6415 Highway 10, Ramsey, Minnesota, Leak 7134*, prepared by the MPCA, dated August 22, 1995.

- *Petroleum Tank Release Site File Closure, Barnett Olds, 6415 Highway 10 Northwest, Ramsey, Minnesota, Leak 7205*, prepared by the MPCA, dated September 26, 1995.

- *Phase I Environmental Site Assessment, McKay Auto Sales, 6415 US Highway 10, Ramsey, Minnesota*, prepared by ProSource Technologies, Inc. (ProSource), dated May 3, 2000.

- *Supplemental Phase II Field Investigation Report, Former McKay's Auto, 6415 Highway 10 Northwest, Ramsey, Minnesota,* prepared by ProSource, dated August 1, 2000.

- *Excavation Report Worksheet for Petroleum Release Sites, Former McKay Auto, 6415 Highway 10 Northwest, Ramsey, Minnesota,* prepared by ProSource, dated November 30, 2001.

- *Implementation of Development Response Action Report, Former McKay Auto (Barnett Olds Property), Ramsey, Minnesota,* prepared by ProSource, dated November 30, 2001.

- *Public Water Supply Well Assessment, Barnett Anoka Motors, 6415 Highway 10 Northwest, Anoka, Minnesota, Leak 14065*, prepared by Terracon, dated January 2002.

- *Petroleum Tank Release Site File Closure (Hydraulic Lifts), Former McKay Auto, 6415 Highway 10, Ramsey, Minnesota, Leak 14284*, prepared by the MPCA, dated March 14, 2002.

C. Interviews

We contacted the following individuals to obtain knowledge or historical and current land-use information regarding the Site:

George Athans, Site owner

According to Mr. Athans, he has owned the Site for the past seven years. He indicated that the building has been vacant for approximately three years and that there is no product remaining in the underground storage tanks. Mr. Athans was not aware of any releases associated with the Site during his ownership. Mr. Athans confirmed the Site is connected to the municipal water and sanitary sewer systems and he was not aware of any past or current water wells or septic systems on the Site. Mr. Athans indicated there is a catch basin in the carwash that is connected to the municipal sewer system. Mr. Athans had no knowledge of any past releases on the Site or environmental liens against the Site.

We made inquiry to the following local government offices and/or officials with the city of Ramsey to obtain knowledge or records of historical and current land-use information regarding the Site and surrounding area:

Casey Schiferli, Fire Marshal, City of Ramsey

There have been no responses to our inquiry from Mr. Schiferli. An addendum will be provided if information is received after the issuance of this report that alters the findings of this report. Refer to Section F for a discussion regarding Data Gaps encountered during our inquiry.

D. Site Reconnaissance

The objective of the Site reconnaissance is to obtain information indicating the likelihood of identifying recognized environmental conditions in connection with the Site.

A Braun Intertec environmental professional, Kelly Brown, conducted a Site reconnaissance on November 11, 2016. Site access was provided by Matt Elder, real estate agent for Colliers International representing the Site owner; however, we were unaccompanied during the Site reconnaissance.

At the time of the Site reconnaissance, the weather was sunny and calm with a temperature of about 45 degrees Fahrenheit.

D.1. Methodology

Observations made at the time of the Site reconnaissance were conducted by physically traversing and visually observing the exterior aspects of the Site and its improvements, as well the interior areas, such as common, mechanical, storage, or other interior areas that were deemed representative of such Site improvements. Adjoining properties were visually observed from the Site boundaries or nearby public right-of-way areas.

D.2. Site Characteristics

At the time of the reconnaissance, the Site consisted of a parcel totaling approximately 1.64 acres. The Site was developed with a vacant gasoline station/convenience store with an attached carwash. Paved parking areas and driveways surround the building. The Site topography was relatively flat with a gentle slope downward toward the south.

D.3. Adjoining Property Use and Characteristics

The Site was bordered on the north by railroad tracks with commercial development located beyond; on the east by Sunfish Lake Boulevard with commercial development located beyond; on the south by Highway 10 with commercial and residential development located beyond; and on the west by a multi-tenant commercial building with a manufactured home community located beyond. The Site was located in a commercial area within the city of Ramsey.

No observations of environmental concern were noted on adjoining properties to the Site at the time of the reconnaissance.

D.4. Site Improvements and Layout

The Site was developed with a slab-on-grade 8,583 square-foot vacant gasoline station/convenience store constructed in 2002-03. A carwash tunnel was attached to the northwest side of the building. A portion of the building was also formerly occupied by an express service fast food restaurant. Seven dispensing pump islands and canopy were located along the east side of the building (the dispensing pumps were no longer present). Four underground storage tanks were located to the east of the dispensing pump islands. A vacuum station was located near the carwash entrance at the north end of the building. The building was centrally located with paved parking areas and driveways surrounding the building. The building was heated and cooled by natural gas-fired rooftop forced air units. The building was connected to the municipal water and sanitary sewer systems. Access to the Site was provided by bituminous driveways from Sunfish Lake Boulevard on the east side of the Site. A Site Sketch and Site Photographs are attached in Appendices B and H, respectively.

D.5. Pits, Ponds, Pools of Liquid, or Lagoons

No indications of pits, ponds, pools of liquid, or lagoons having the potential to contain hazardous substances or petroleum products were observed at the Site or on adjoining properties at the time of our reconnaissance.

D.6. Stained Soil, Pavement, or Corroded Surfaces

No stained soil, pavement, or surfaces such as floors, walls, or ceilings were observed at the Site at the time of our reconnaissance except for the floors in the carwash chemical storage area.

D.7. Solid Waste Disposal

At the time of the reconnaissance, no indications of waste disposal areas, observed fill, mounds, depressions, burn pits or graded areas by non-natural causes were observed at the Site that would indicate a potential for the presence of trash, construction debris, demolition debris, or other solid waste disposal.

D.8. Stressed Vegetation

No areas of stressed, discolored, stained or dead vegetation beyond what would be expected due to seasonal conditions were observed at the time of the Site reconnaissance.

D.9. Hazardous Substances

No indications of current and/or historic use, storage, staining, or spills of hazardous substances were observed at the Site at the time of the reconnaissance with the exception of very limited quantities of paints, Low pH Presoak and Wall Cleaner, High pH Presoak and Wheel Cleaner, Low pH Foaming Polish, Clear Coat Sealer, and Cable Pulling Lubricant stored in containers ranging from 1 to 5 gallons.

D.10. Petroleum Products

No indications of current and/or historic use, storage, staining, or spills of petroleum products were observed at the Site at the time of the reconnaissance except for the four underground storage tanks, as discussed below.

D.11. Storage Tanks

One 20,000-gallon gasoline UST, two 10,000-gallon gasoline USTs, and one 10,000-gallon diesel UST are registered to the Site and are located in the central portion of the eastern side of the Site. All four tanks are listed as installed on October 31, 2002. The Site owner stated that the product has been removed from all of the tanks. All of the tanks are double-walled fiberglass with spill containment, overfill protection, and leak detection.

As discussed in Section B.3.a, USTs and ASTs were registered to a former automobile dealership that occupied the Site and the existing adjoining parcel to the northwest.

A 165-gallon AST was observed in the carwash and appeared to be a flow-through tank for carwash chemicals. No evidence of a leak was observed.

D.12. Unidentified Drums and Containers

No drums containing unidentified substances suspected of being a hazardous substance or petroleum product were observed at the Site at the time of our reconnaissance.

D.13. Odors

No indications of strong, pungent, or noxious odors were observed at the time of the Site reconnaissance.

D.14. Potential PCB-Containing Electrical and Hydraulic Equipment

A slab-mounted electrical transformer was located near the southwest corner of the building. The transformer appeared to be in good condition with no indications of leaking or staining.

D.15. Wastewater Discharges

No indications of wastewater discharging into a drain, ditch, underground injection system, or stream on or adjacent to the Site were observed at the time of the reconnaissance.

Floor drains in the carwash discharge to sediment/flammable waste trap system. The system has a catch basin that is pumped out as needed. The system was connected to the municipal sewer system.

D.16. Sewage Disposal System

According to Mr. Athans, the Site is connected to municipal sewer services.

D.17. Wells

No indications of wells such as monitoring wells, dry wells, irrigation wells, injection wells, abandoned wells, or other non-potable wells were observed at the Site at the time of the reconnaissance.

D.18. Potable Water Supply

According to Mr. Athans, the Site is connected to municipal water services.

D.19. Additional On-Site Observations

An inedible restaurant grease container was located in a room in the southwest corner of the building. Staining was apparent on the wall and floor around the grease container.

Markers for a CenterPoint Energy natural gas pipeline were observed along the south and east boundaries of the Site parallel with Highway 10 and Sunfish Lake Boulevard, respectively.

Various suspect asbestos-containing materials (ACM) were observed in the Site building during the reconnaissance. Suspect materials observed included thermal system insulation, drywall, and various types of floor materials and ceiling materials. The observations conducted during this assessment are not intended to represent an asbestos building survey as defined by the MDH or other regulatory agencies.

E. Summary of Land-Use Activities

E.1. Historical Site and Adjoining Property Land Use

Our research has revealed that the Site had been used as a farmstead from at least 1938 through at least 1957. The Site was then occupied by a commercial building from 1965 until 2001. The commercial building was located in the west-central portion of the Site and extended northwesterly onto what is now the adjoining parcel. Past occupants of the commercial building included automobile sales and services businesses and a sign and graphics business. The automobile dealerships were identified on the storage

tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Petroleum impacted soils and groundwater have been documented on the Site from the past automobile sales and services uses. The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. The surrounding area was historically developed as cultivated cropland with scattered farmsteads and has been progressively redeveloped for commercial uses.

E.2. Current Site and Adjoining Property Land Use

At the time of this assessment, the Site consisted of an approximate 1.64-acre parcel developed with a vacant gasoline station/convenience store with an attached carwash. The building has been vacant for approximately the past three years. Four empty underground storage tanks are located on the Site. The surrounding area is developed for commercial uses.

F. Limiting Conditions and Data Gaps

The findings and conclusions presented in this report are based on procedures described in ASTM Practice E1527-13, inquiries with public officials, available literature cited in this report, conditions noted at the time of our Phase I ESA, and our interpretation of the information obtained as part of this Phase I ESA. Our findings and conclusions are limited to the specific project and properties described in this report and by the accuracy and completeness of information provided by others.

An environmental site assessment cannot wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a property. Performance of this practice is intended to reduce, but not eliminate, uncertainty regarding the potential for recognized environmental conditions in connection with a property within reasonable limits of time and cost.

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

No data gaps were identified during the Phase I ESA process, with the exception of the following:

- Responses to our inquiries to local government offices and/or officials were not received prior to issuance of the assessment.

The identified data gaps did not affect the environmental professional's ability to render opinions regarding conditions indicative of a release or threatened release.

G. Findings

The findings include identified known or suspect recognized environmental conditions, controlled recognized environmental conditions, historical recognized conditions, *de minimis* conditions and additional issues in connection with the Site.

The following findings are based on the results of our assessment:

- Information regarding the Site was available back to 1938. The information indicates that the Site was developed at that time with an apparent farmstead that extended northwesterly onto the adjoining parcel. Based on available information, it is reasonable to assume that the first developed use of the Site was as a farmstead.

- The Site was occupied by a commercial building from 1965 until 2001. The commercial building was located in the west-central portion of the Site and extended northwesterly onto the adjoining parcel. Past occupants of the commercial building included automobile sales and services businesses and a sign and graphics business. The automobile dealership was identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases.

- Underground storage tanks, fuel dispensing pumps, sand traps with drainfields, in-ground hydraulic lifts, a water well, and a domestic septic system were associated with the automobile dealerships. Some of the underground storage tanks, the fuel dispensing pumps, one of the sand traps and drainfields, some of the in-ground hydraulic lifts, and the domestic septic system were located on the Site. The automobile dealership building and the systems discussed above were demolished, sealed, and/or removed by 2001.

- Four petroleum tank releases have been reported at the Site in association with the former automobile dealerships. The Site is also listed twice on the VIC database. All of the leak and VIC files have been closed by the MPCA indicating that investigation/cleanup of the reported releases had been completed to the satisfaction of the MPCA. A review of the regulatory files indicates that some petroleum-related contaminated soils remained on the Site and that low level petroleum impacts to groundwater on the Site were documented.

- The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. The Site building has been vacant for the past three years. No releases of hazardous substances or petroleum products have been reported in association with the existing building.

- Four underground storage tanks are located on the Site. The tanks are empty of product.
- Very limited quantities of paints and car washing chemicals are present at the Site.
- The city of Ramsey is considering purchasing the Site and demolishing the existing structures.
- The government database records review identified several regulated facilities within the vicinity of the Site.

H. Opinions

According to the User, the Phase I ESA was conducted in association with the purchase of the Site. Opinions expressed herein are influenced by the stated reason for conducting the Phase I ESA. Furthermore, the expressed opinions might not be applicable to alternate reasons for reliance on the content of the Phase I ESA.

H.1. Recognized Environmental Conditions

A recognized environmental condition is defined by ASTM Practice E1527-13 as: "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: 1) due to any release to the environment, 2) under conditions indicative of a release to the environment, or 3) under conditions that pose a material threat of a future release to the environment. *De minimis* conditions are not recognized environmental conditions."

This assessment identified no recognized environmental conditions in connection with the Site, with the exception of the following:

- The Site was formerly occupied by automobile dealerships. The automobile dealerships were identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Soil and groundwater impacts on the Site and the adjacent parcel to the west were documented in association with these database listings. This represents a recognized environmental condition.
- The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. Four empty underground storage tanks are located on the Site. There is a potential for past unreported releases associated with the use of the tanks. This represents a recognized environmental condition.

H.2. Controlled Recognized Environmental Conditions

A controlled recognized environmental condition is defined by ASTM Practice E1527-13 as "a recognized environmental condition resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls."

This assessment identified no controlled recognized environmental conditions in connection with the Site.

H.3. Historical Recognized Environmental Conditions

A historical recognized environmental condition is defined by ASTM Practice E1527-13 as "a past release of any hazardous substances or petroleum products that has occurred in connection with the Site and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the Site to any required controls."

This assessment identified no historical recognized environmental conditions in connection with the Site.

H.4. *De Minimis* Conditions

A *de minimis* condition is defined by ASTM Practice E1527-13 as "a condition that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies."

The following findings are considered *de minimis* conditions:

- The Site was used for farmstead purposes from at least 1938 through 1957. It is our opinion that the use of the Site for farmstead purposes is considered a *de minimis* condition for the Site.

- The government database records review identified several regulated facilities in the vicinity of the Site. Based on mitigating factors that affect the apparent significance of the identified facilities on the Site, such as regulatory status, distance from the Site, location of the facility in relation to the groundwater flow direction, and/or the database(s) the identified regulated facilities are listed on, it is our opinion that the identified regulated facilities are considered *de minimis* conditions.

H.5. Additional Considerations

An additional consideration is a condition that does not meet the definition of a recognized environmental condition, controlled recognized environmental condition, or historical recognized environmental condition but, in our opinion, should be brought to the attention of the User. The following additional considerations were identified during the Phase I ESA.

Historically, farmstead buildings and a commercial building were located on the Site. It is unknown if the demolition debris associated with the buildings was buried on the Site or hauled away for disposal. The potential exists that buried materials are present at the Site that may require management as solid or hazardous waste if encountered during future earthwork or redevelopment activities. If fill soils, which could include demolition debris and other wastes, are encountered during such activities, then additional evaluation of the fill soils might be required for management and disposal purposes.

Braun Intertec prepared a hazardous material survey report on November 28, 2016 pertaining to the Site building that identified and quantified asbestos-containing materials (ACM), lead-based paint, and other hazardous materials that would require special management, handling and disposition prior to demolition.

I. Conclusions

We have conducted this Phase I ESA of the Site in general conformance with the scope and limitations of ASTM Practice E1527-13. Any exceptions to, or deletions from, this practice are described in Section F of this report.

This assessment identified no recognized environmental conditions in connection with the Site, with the exception of the following:

- The Site was formerly occupied by automobile dealerships. The automobile dealerships were identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Soil and groundwater impacts on the Site and the adjacent parcel to the west were documented in association with these database listings. This represents a recognized environmental condition.

- The existing Site building was constructed in 2002-03 as a gasoline station/convenience store with an attached carwash. Four empty underground storage tanks are located on the Site. There is a potential for past unreported releases associated with the use of the tanks. This represents a recognized environmental condition.

This assessment identified no controlled recognized environmental conditions or historical recognized environmental conditions in connection with the Site.

J. References

References are listed in Appendix I.

K. Environmental Professional Statement and Qualifications

We have the specific qualifications based on education, training, and experience to assess a property of the nature, history and setting of the subject property. We have developed and performed the all-appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Qualifications of the environmental professional and the qualifications of the personnel conducting the site reconnaissance and interviews, if conducted by someone other than an environmental professional, are attached in Appendix J.

We declare that, to the best of our professional knowledge and belief, we meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312.

BRAUN INTERTEC CORPORATION

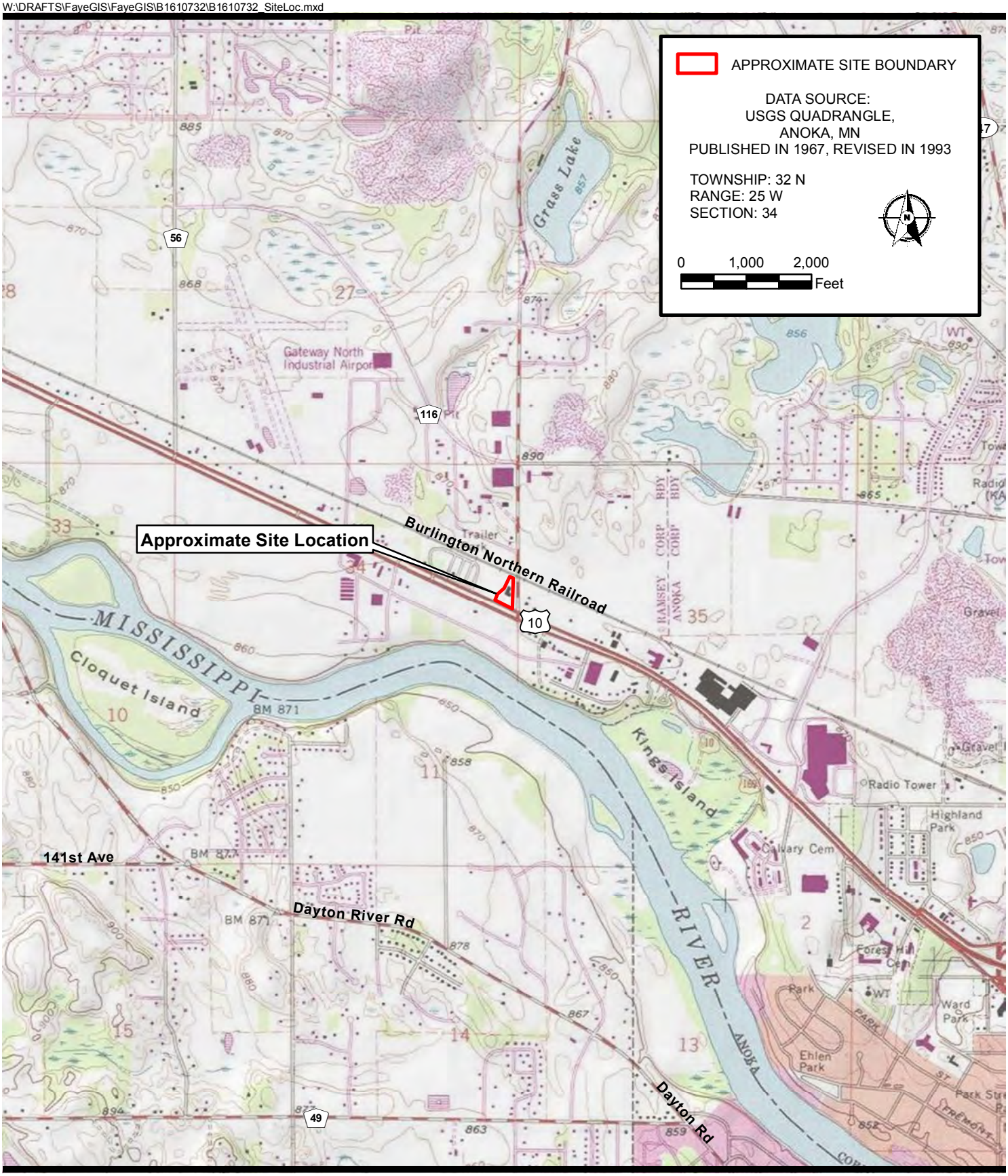
Kelly W. Brown
Senior Scientist

James E. Stephan
Senior Scientist

Appendix A

Site Location Map

W:\DRAFTS\FayeGIS\FayeGIS\B1610732\B1610732_SiteLoc.mxd



Sheet: 1 of 1

Fig. 1

Project No:	B1610732
Drawing No.	B1610732_SiteLoc
Scale:	1 in = 2,000 ft
Drawn By:	FER
Date Drawn:	11/10/16
Checked By:	KWB
Last Modified:	11/10/16

SITE LOCATION MAP

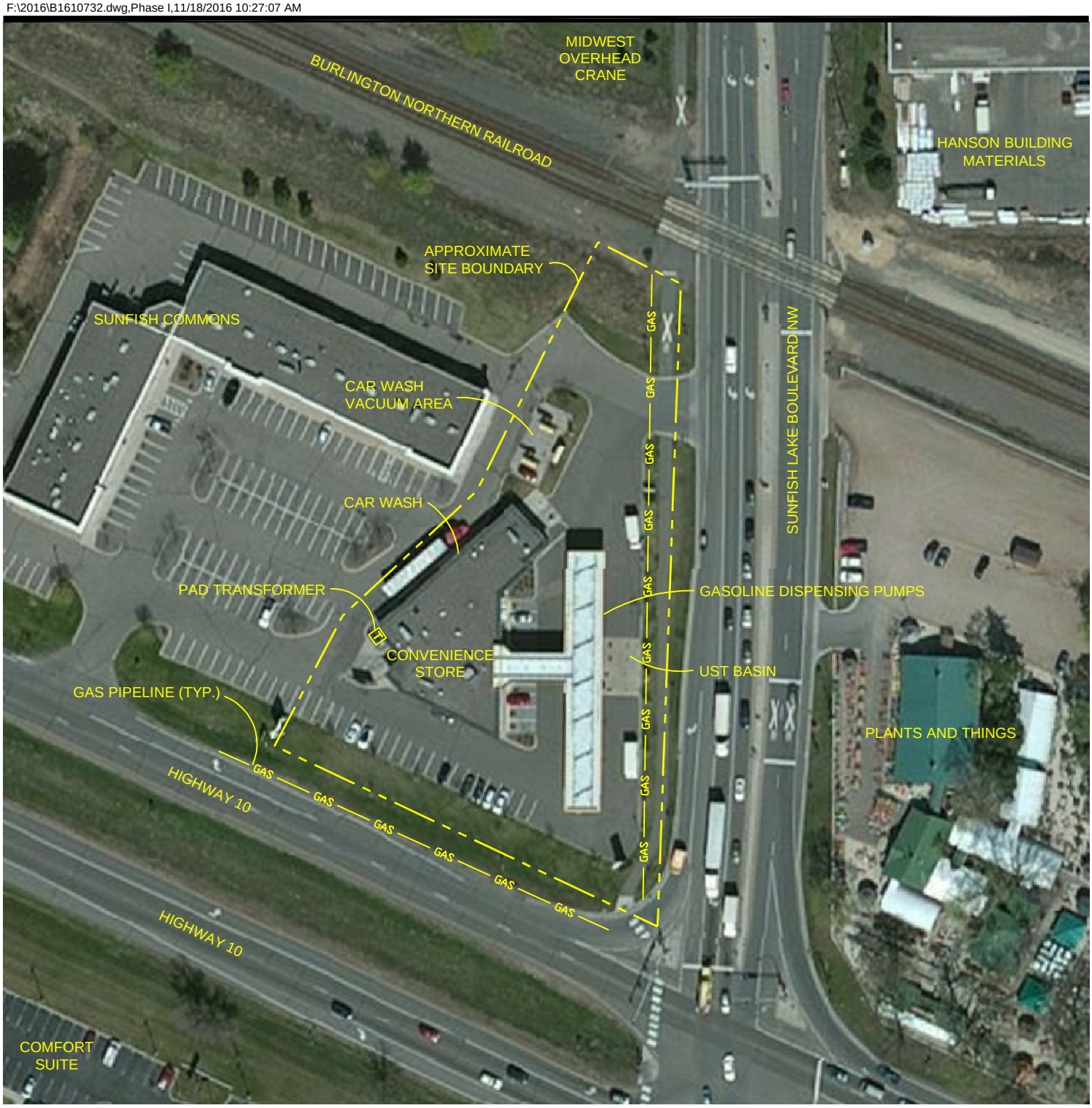
GASOLINE STATION - CONVENIENCE STORE
6401 HIGHWAY 10
RAMSEY, MINNESOTA

BRAUN INTERTEC
11001 Hampshire Avenue So.
Minneapolis, MN 55438
PH. (952) 995-2000
FAX (952) 995-2020

Appendix B

Site Sketch

F:\2016\B1610732.dwg,Phase I,11/18/2016 10:27:07 AM



N

50 0 100

SCALE: 1" = 100'

Sheet: of

Fig: 2

Project No:	B1610732
Drawing No:	B1610732
Scale:	1" = 100'
Drawn By:	JMS
Date Drawn:	11/15/16
Checked By:	KWB
Last Modified:	11/18/16

SITE SKETCH

PHASE I ENVIRONMENTAL SITE ASSESSMENT
GASOLINE STATION - CONVENIENCE STORE
6401 HIGHWAY 10
RAMSEY, MINNESOTA

BRAUN INTERTEC
The Science You Build On.
11001 Hampshire Avenue S
Minneapolis, MN 55438
PH. (952) 995-2000
FAX (952) 995-2020

Appendix C

Anoka County Property Information


Identify
Select the feature type you would like to identify from the dropdown below, then click a point on the map to find features at that location
PARCELS
Base Map
2014 Aerial
13900
SUNFISH LAKE BLVD N
6390
6250
6415
6401
6255
6440
HIGHWAY 10
HIGHWAY 10
ANOKA COUNTY

ATTACHMENT 3

Phase II Environmental Site Assessment,
dated March 1, 2017,
prepared by Braun Intertec,
(Includes 29 pages).

DRAFT

Phase II Environmental Site Assessment

Former Sunfish Express
6401 West Highway 10
Ramsey, Minnesota 55303

Prepared for

City of Ramsey

Professional Engineer:
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.

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

Robert J. Rykken
Principal Engineer
License Number:

Project B1700969
March XX1, 2017

Braun Intertec Corporation

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

March XX, 2017 Project B1700969

Patrick Brama
City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

Re: Phase II Environmental Site Assessment - DRAFT
Former Sunfish Express
6401 West Highway 10
Ramsey, Minnesota 55303

Dear Mr. Brama:
On behalf of the City of Ramsey, Braun Intertec Corporation conducted a Phase II Environmental Site Assessment (ESA) of the above-referenced site (Site) in accordance with the authorized scope of services described in our proposal dated January 27, 2017. The work was conducted in association the proposed purchase of the Site. For a complete discussion of our assessment, please refer to the attached Phase II ESA report.

The objective of the Phase II ESA was to evaluate whether the soil, soil vapor and/or groundwater beneath the Site has been impacted due to the recognized environmental conditions identified in a Phase I ESA conducted at the Site by Braun Intertec (Project B1610732) and documented in a report dated January 10, 2017.

This Phase II ESA was prepared on behalf of and for use by the City of Ramsey. No other party has a right to rely on the contents of this Phase II ESA without the written authorization of Braun Intertec. We appreciate the opportunity to provide our professional services to you for this project. If you have any questions or comments regarding this report or the project in general, please contact Imants Pone at 952.995.2665 or Robert Rykken at 952.995.2672.

Sincerely,

BRAUN INTERTEC CORPORATION

Imants Pone
Project Scientist

Robert J. Rykken, PE, PG
Principal Engineer

Attachment:
Phase II Environmental Site Assessment

AA/EOE

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BRAUN INTERTEC

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B: GPS Coordinates of Investigation Locations
C: Standard Operating Procedures
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A. Introduction

A.1. Authorization

Braun Intertec Corporation received authorization from Patrick Brama of the City of Ramsey to conduct a Phase II Environmental Site Assessment (ESA) of the Former Sunfish Express located at 6401 West Highway 10 in Ramsey, Minnesota (Site) in accordance with the scope of services described in Braun Intertec's proposal dated January 27, 2017. These services were conducted in association with the proposed purchase and redevelopment of the Site. It is our understanding that the City of Ramsey plans to acquire the Site to facilitate future road and infrastructure improvements.

This Phase II ESA was prepared on behalf of and for use by the City of Ramsey in accordance with the contract between the City of Ramsey and Braun Intertec. No other party has a right to rely on the contents of this PHASE II ESA without the written authorization of Braun Intertec.

A.2. Project Objective

The objective of the Phase II ESA was to evaluate whether the soil, soil vapor and/or groundwater beneath the Site has been impacted due to the recognized environmental conditions identified in a Phase I ESA conducted at the Site by Braun Intertec (Project B1610732) and documented in a report dated January 10, 2017.

B. Site Background

B.1. Site Location and Description

The Site is located at 6401 West Highway 10 (see Figure 1). The Site is located within the SE quarter of the NE quarter of Section 34, Township 32 North, Range 25 West, in the city of Ramsey, Anoka County, Minnesota.

The Site consists of one parcel, approximately 1.64-acres in size, developed with a vacant gasoline station/convenience store with an attached carwash. The existing Site building, constructed in 2002-03, has been vacant for approximately three years. The surrounding area is developed for commercial uses.

According to the recently conducted Phase I ESA, the Site had been used as a farmstead from at least 1938 through at least 1957. The Site was then occupied by a commercial building from 1965 until 2001.

Past occupants of the commercial building included automobile sales and services businesses and a sign and graphics business. The automobile dealerships were identified on the storage tank, leak site, hazardous waste generator, and Voluntary Investigation and Cleanup Program databases. Petroleum impacted soils and groundwater have been documented on the Site from the past automobile sales and services uses. The surrounding area was historically developed as cultivated cropland with scattered farmsteads and has been progressively redeveloped for commercial use.

The Site is currently occupied by an out-of-service former retail fueling facility. The associated underground storage tanks (USTs), which included one 20,000-gallon gasoline UST, two 10,000-gallon gasoline USTs, and one 10,000-gallon diesel UST, were removed during the week of March 13, 2017. The USTs were removed by a licensed tank removal contractor in accordance with MPCA guidance, including Guidance Document c-prp3-01, *Excavation of petroleum-contaminated soil and tank removal sampling*. The tank removal activities and sample results are reported under separate cover. Sampling results are also summarized in Section B.2 of this report.

B.2. **Previous Site Investigations**

Numerous environmental investigations and activities have been conducted at the Site, including Phase I and Phase II ESAs, petroleum storage tank and hydraulic lift removals, and contaminated soil excavations. Available documents associated with previous environmentally-related activities were reviewed and summarized as part of a recently completed Phase I ESA, which is documented in the following report:

- *Phase I Environmental Site Assessment, Vacant Gasoline Station/Convenience Store, 6401 Highway 10 NW, Ramsey, Minnesota*, prepared by Braun Intertec Corporation, dated January 10, 2017. (2017 Phase I ESA)

Previous environmental investigations at the Site, conducted from 1994 to 2002, identified soil and groundwater contamination in several Site locations. Due to the previously identified contamination, the Site is associated with four closed MPCA leaking petroleum storage tank cases (Leak #7134, 7205, 14065, 14284) and two Voluntary Investigation and Cleanup (VIC) cases (VP4770, and VP4771). A summary of the previous investigations and leak/VIC cases is presented in the 2017 Phase I ESA.

B.3. Published Geologic Information

B.3.a. Topography

According to the United States Geological Survey (U.S.G.S) 7.5-minute topographic map series, Anoka, Minnesota quadrangle, the Site is located at an elevation of approximately 865 feet above mean sea level. The topography of the Site is relatively level with a slight downward slope to the south.

B.3.b. Geology

The unconsolidated sediments in the Site vicinity are Quaternary Wisconsin Episode Langdon Terrace deposits, which consist of sand and gravelly sand (Meyer, 2012).

The uppermost bedrock unit in the Site vicinity is the Upper Cambrian St. Lawrence Formation (Mossler, 2012). The St. Lawrence Formation is described as light gray to yellowish-gray and pale yellowish-green, dolomitic, feldspathic siltstone with interbedded very fine-grained sandstone and shale.

The depth to bedrock in the Site vicinity is approximately 150 feet to 200 feet below land surface (Mossler, 2012).

B.3.c. Hydrogeology

Based on the findings of this Phase II ESA, groundwater is present under the Site at depths of approximately 20 to 28 feet below land surface.

According to published geologic information, the regional groundwater flow direction within the unconsolidated deposits in the Site vicinity is generally south-southwest, towards the Mississippi River (Palen et al., 1993). The Site-specific groundwater flow direction was not determined through direct measurement during this Phase II ESA.

C. Scope of Services

The following tasks were conducted at the Site as part of this Phase II ESA:

- Cleared public utilities through Gopher State One Call and private utilities through a private contractor for the investigation locations.

- Advanced 9 environmental soil borings (S-1 through S-9) and collected soil samples.

- Installed five temporary monitoring wells in five of the soil borings (S-1, S-4, S-6, S-8, and S-9) and collected groundwater samples.

- Installed three temporary soil vapor probes (SG-1 through SG-3) and collected soil vapor samples.

- Conducted environmental monitoring during drilling and screened soil samples collected from the borings for the presence of organic vapors using a photoionization detector (PID). Visual and olfactory observations regarding potential contamination were also made and recorded.

- Analyzed representative samples of soil, vapor, and groundwater for one or more of the following parameters: Volatile organic compounds (VOCs), polycyclic aromatic hydrocarbons (PAHs), gasoline range organics (GRO), diesel range organics (DRO), and Resource Conservation and Recovery Act (RCRA) metals.

- Evaluated the data and prepared this report.

Investigation locations are shown on Figure 2 and soil boring logs are included in Appendix A.

D. Deviations from Work Plan/Proposal

The proposal included 12 soil borings: 5 to be completed as temporary monitoring wells and 7 to be advanced by the former fueling dispensers. However, sampling under the dispensers was conducted as part of the concurrent tank removal activities. Instead of the 7 dispenser borings, 4 shallow (8 feet deep) soil borings were advanced for general coverage of the Site.

E. Investigation Methods and Procedures

The field work relating to the Phase II ESA investigation was conducted on March 13, 2017. Prior to beginning the field investigation, public utilities were cleared through Gopher State One Call and private utilities were cleared through a subcontracted private utility locator.

Soil boring rationale and analytical testing parameters are summarized in Section E.1.c. The locations and ground surface elevations of soil borings, temporary monitoring wells, and soil vapor probes were

determined using Global Positioning System (GPS) technology. GPS coordinates for the investigation locations are included in Appendix B. Standard Operating Procedures (SOPs) for the investigation are included in Appendix C.

E.1. Soil Evaluation

E.1.a. Soil borings

Braun Intertec subcontracted Bergeson-Caswell, Inc. of Maple Plain, Minnesota to advance nine soil borings, designated as S-1 through S-9, at the Site to depths ranging from 8 to 28 feet bgs.

The soil borings were advanced with a hydraulically-driven push-probe sampling rig. To collect the soil samples from the borings, a disposable thin-walled PVC liner was placed inside of a 4-foot long sampling tool. The borehole was then advanced using a dual-tube system, which allows for the inner sampling tool to be pushed through a larger outer-diameter rod a total penetration depth of up to 4 feet. After advancing the tooling, the sampler was removed from the borehole, but the outer rod remained, keeping the borehole open, and the soil sample was retrieved from the PVC liner for field screening and classification. The process was then repeated to the termination depths of the borings.

Prior to arrival onsite, the drill rig and sampling equipment were cleaned with a high pressure, hot water sprayer. Between sampling locations, non-dedicated sampling equipment was cleaned with a soap and water scrub followed by a clean water rinse.

Upon completion, soil borings were sealed in accordance with Minnesota Department of Health (MDH) regulations and, if applicable, the concrete or asphalt surface at the boring location was patched.

E.1.b. Soil Classification and Monitoring

Soil samples from the soil borings were visually and manually classified in the field by an environmental technician using ASTM D 2487 “Unified Soils Classification System” and ASTM D 2488 “Recommended Practice for Visual and Manual Description of Soils.” Additionally, soils were classified at the Braun Intertec soils laboratory by a geotechnical engineer using ASTM D 2487 and ASTM D 2488.

Soil samples retrieved were examined by an environmental technician for unusual staining, odors, and other apparent signs of contamination. In addition, the soil samples were screened for the presence of organic vapors using a PID. The PID was equipped with a 10.6-electron-volt lamp and calibrated to an isobutylene standard. The PID was used to perform direct measurement and a headspace method of field

analyses, as recommended by the MPCA in Petroleum Remediation Program Guidance Document 4-04 (September 2008).

E.1.c. Soil Analyses

Selected soil samples were collected from the soil borings for laboratory analysis as identified in the following table. The table also includes a rationale for soil boring placement. Samples were submitted to Pace Analytical Services of Minneapolis, Minnesota.

Soil Boring Sample Name	Sampling Depth (feet bgs)	Rationale	Analytical Parameters
S-1	8-10	South (assumed downgradient) side of most recent UST system tankhold	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-1	20-22	South (assumed downgradient) side of most recent UST system tankhold	DRO
S-2	6-8	Near surface soil for general site coverage.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-3	0.5-2	Near surface soil for general site coverage.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-4	6-8	Vicinity of former sand trap and associated drain field.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-4	18-20	Vicinity of former sand trap and associated drain field.	DRO
S-5	0.5-2	Near surface soil for general site coverage.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-6	2-4	Vicinity of former hydraulic lift leak (Closed MPCA LEAK 14284)	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-6	24-26	Vicinity of former hydraulic lift leak (Closed MPCA LEAK 14284)	DRO
S-7	2-4	Near surface soil for general site coverage.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-8	4-6	Apparent vicinity of former USTs.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-8	18-20	Apparent vicinity of former USTs.	DRO
S-9	0.5-2	South (assumed downgradient) side of most recent UST system and dispensers.	VOCs, GRO, DRO, PAHs, and 8 RCRA metals
S-9	22-24	South (assumed downgradient) side of most recent UST system and dispensers.	DRO

E.2. Groundwater Evaluation

Temporary monitoring wells were installed in five of the soil borings (S-1, S-4, S-6, S-8, and S-9) to evaluate groundwater conditions at the Site. The wells were permitted with the MDH. Temporary monitoring well locations are shown on Figure 2.

E.2.a. Temporary Monitoring Wells

After the soil borings were advanced about 2 feet into the water table, temporary monitoring wells were constructed using 1-inch-diameter PVC riser and a 5-foot long, 10-slot screens. Following well use, the well materials were removed, and the boreholes were sealed in accordance with applicable code requirements.

E.2.b. Groundwater Analyses

Groundwater samples collected from the temporary wells were submitted to Pace Analytical Services of Minneapolis, Minnesota and analyzed for the following parameters:

- VOCs using EPA Method 8260
- DRO using the WDNR Method

E.3. Soil Vapor Evaluation

E.3.a. Soil Vapor Probes

Three temporary soil vapor probes (SG-1 through SG-3) were advanced, using a hydraulically-driven push-probe rig, to a depth of 5 feet bgs and then retracted to a depth of 4 feet bgs. New, inert tubing was attached to the top of the downhole sampler, and the sampling point and tubing were purged with a hand pump to remove two volumes of air prior to sample collection. Following purging, organic vapor concentrations were screened with a PID and the value was recorded. The soil vapor samples were then collected using laboratory-supplied negative pressure air-sample collection canisters (6-liter canisters) equipped with 200 milliliter per minute (mL/min) flow restrictors in accordance with the MPCA guidelines. Following sample collection, the temporary sampling point was removed from the borehole, and the borehole was sealed in accordance with MDH guidelines.

The soil vapor samples were submitted to Pace Analytical Services of Minneapolis, Minnesota and analyzed for VOCs using EPA Method TO-15.

DRAFT

F. Investigation Results

F.1. Geologic Conditions

Soil boring logs with descriptions of the various soil strata encountered during the soil boring operations and water level information are contained in Appendix A. The depths shown as changes between the soil types are approximate. The actual changes may be transitional, and the transition depths are likely to be horizontally variable.

All soil borings encountered sand from the surface to the terminal depth of the boring. Groundwater was encountered in borings S-1, S-4, S-6, S-8, and S-9 at depths ranging from 20.49 to 27.36 feet bgs.

F.2. Field Screening

Soil recovered from the soil borings was screened by the field technician for evidence of contamination, including odors, staining, and the presence of debris. No odors, staining, or debris were observed in the soils recovered from any of the nine borings, with the exception of concrete debris observed in borings S-3, S-4, S-6, and a piece of coal in boring S-3.

Organic vapor/PID readings were recorded for soil samples collected from each borings. Observed organic vapor concentrations ranged from 0.0 to 1.4 parts per million (ppm), which are considered to be general background readings. Soil screening PID results are included on the boring logs in Appendix A.

F.3. Soil Analytical Results

A summary of the soil analytical results is provided in Table 1. The complete laboratory reports with chain-of-custody forms are included in Appendix D.

The soil analytical results can be compared with the Soil Reference Values (SRVs) and Screening Soil Leaching Values (SLVs) which are also listed on Table 1. SRVs and SLVs are allowable risk-based contaminant concentrations derived by the Minnesota Pollution Control Agency (MPCA) using risk assessment methodology, modeling, and risk management policy to guide investigation and cleanup actions. SRVs relate to direct-contact exposure scenarios and SLVs relate to potential leaching of contaminants to groundwater. Concentrations of contaminants in soil, SRVs, and SLVs are expressed in units of milligrams per kilogram (mg/kg).

The following provides a summary of the soil analytical results from the Phase II ESA.

- No VOCs were detected at concentrations greater than or equal to the laboratory reporting limits.
- Varying concentrations of PAHs were detected in 4 of the 9 soil samples analyzed. The concentrations of the detected PAHs were below Residential SRVs and SLVs.
- No DRO were detected at concentrations greater than or equal to the laboratory reporting limits.
- GRO was detected in 4 of the 9 soil samples analyzed. The concentrations of GRO did not exceed the MPCA unregulated fill criterion of 100 mg/kg.
- Varying concentrations of the eight RCRA metals were detected in each of the soil samples analyzed. However, none of the metal concentrations exceeded the respective Residential SRVs and SLVs.

F.4. Groundwater Analytical Results

A summary of the groundwater analytical results is provided in Table 2. The complete laboratory reports with chain-of-custody forms are included in Appendix D.

For comparison purposes, Table 2 includes Drinking Water Criteria from the Minnesota Department of Health (MDH) Human Health-Based Water guidance. Drinking Water Criteria include MDH Health Risk Limits (HRLs), MDH Health Based Values (HBVs), MDH Risk Assessment Advice (RAA), and Maximum Contaminant Levels (MCLs) established by the Environmental Protection Agency (EPA). Concentrations of contaminants in water and Drinking Water Criteria are expressed in units of micrograms per liter (µg/L).

The following provides a summary of the groundwater analytical results.

- No VOCs were detected at concentrations greater than or equal to the laboratory reporting limits.
- DRO was detected at a concentration of 140 µg/L in groundwater sample GP-15, which is below the provisional MDH HBV of 200 µg/L for total petroleum hydrocarbons.

- DRO was detected at concentrations of 240 µg/L, 300 µg/L, and 310 µg/L in groundwater samples S-6W, S-8W, and S-9W, respectively. These concentrations exceed the provisional MDH HBV of 200 µg/L for total petroleum hydrocarbons.

F.5. Soil Vapor Analytical Results

A summary of the soil vapor analytical results is provided in Table 3. The complete laboratory reports with chain-of-custody forms are included in Appendix D.

For comparison purposes, Table 3 includes Intrusion Screening Values (ISVs). ISVs were developed by the Minnesota Pollution Control Agency (MPCA) in coordination with the Minnesota Department of Health (MDH) as screening values for evaluating vapor intrusion risks from VOCs identified in indoor air. The potential for indoor air to be impacted by soil vapor intrusion can also be assessed using ISVs. Concentrations of VOCs in air or soil vapor and ISVs are expressed in units of micrograms per cubic meter (µg/m^3).

Per 2016 MPCA guidance, soil vapor results are compared to 33X ISVs to assess vapor intrusion risk. According to the guidance, soil vapor concentrations greater than 33X ISVs indicate a vapor source with potential vapor intrusion risk is present. A Site with contaminant concentrations greater than 33X ISVs would typically require either mitigation or additional assessment of potential pathways and receptors to better quantify risks, which might include collection of sub-slab or indoor air samples.

The following provides a summary of the soil vapor analytical results.

- Tetrachloroethene (PCE or PERC) was detected at a concentration between its Residential and Industrial ISV.
- No other VOCs were detected at concentrations greater than Residential ISVs.

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G. Conclusions

Based on the results of this assessment, the following conclusions are provided:

- With the exception of concrete debris observed in borings S-3, S-4, S-6, and a piece of coal in boring S-3, evidence of potential environmental impacts were not observed.
- The sampling and testing conducted as part of this Phase II ESA did not detect chemicals of concern at concentrations greater than MPCA cleanup levels or Unregulated Fill Criteria[1]. However, based on the history of the Site and the Site's status as a closed leaking petroleum storage tank site, it is likely that petroleum impacted soil is present in places at the Site. Based on the lack of detected soil impacts and the relatively low concentrations of DRO identified in groundwater, any soil contamination is likely to be limited in magnitude and extent.
- Groundwater is impacted by DRO at concentrations greater than its MDH HBV. Based on the Site's association with several former leaking petroleum storage tank cases, and the absence of detected contamination during the recent tank removal activities, the identified groundwater impacts are likely due to a historical petroleum release.
- Soil vapor is not impacted at concentrations greater than Industrial ISVs. However, based on the presence of detectable concentrations of PCE in soil vapor sample SG-2, it appears that a source of the vapor may be present in the vicinity of the collected sample. Based on the relatively low concentration, the release is either small and/or SG-2 is on the edge of a vapor plume. The other two soil vapor samples, SG-1 and SG-3, did not exhibit detectable concentrations of PCE, indicating that the Site is not significantly impacted by PCE vapors.

[1] Best Management Practices for the Off-Site Reuse of Unregulated Fill, dated February 2012, prepared by the Minnesota Pollution Control Agency.

H. Recommendations

The following recommendations are based on the results of this assessment, as well as the known history of the Site which was reviewed as part of this assessment.

- Prepare a Construction Contingency Plan (CCP) that provides a plan to evaluate and manage environmental issues that may arise during redevelopment of the Site. The CCP should include procedures for the management of non-petroleum and petroleum-contaminated soil and/or groundwater that may be encountered during redevelopment.
- Prior to significant redevelopment-related earthwork activities, conduct a test pit investigation of proposed cut areas to verify the presence/absence of debris or other contaminants.

I. Assessment Limitations

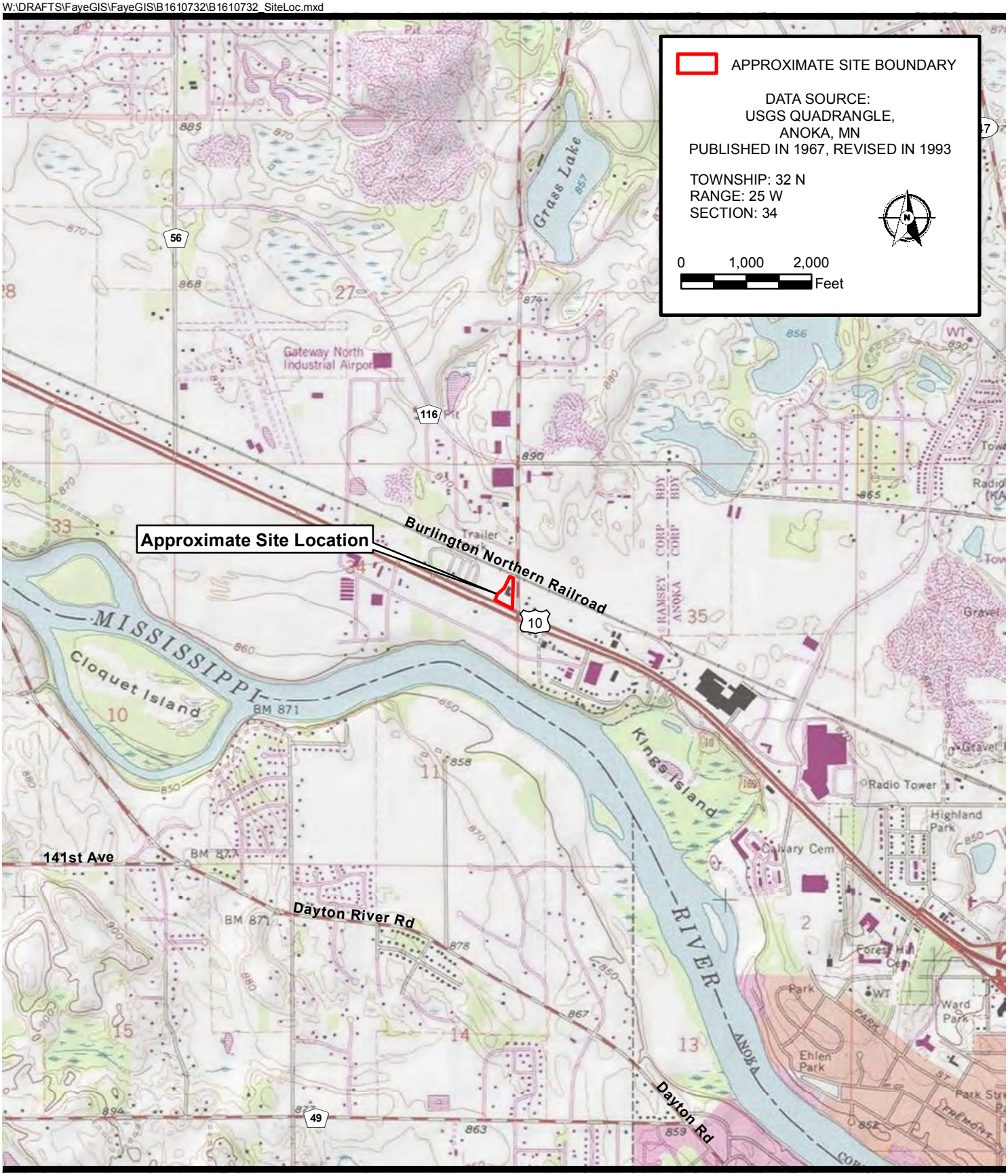
The analyses and conclusions submitted in this report are based on field observations and the results of laboratory analyses of soil samples, groundwater samples, and soil vapor samples collected from the soil borings and soil vapor probes completed for this project.

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

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Figures

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Sheet: 1 of 1

Fig. 1

Project No:	B1610732
Drawing No.	B1610732_SiteLoc
Scale:	1 in = 2,000 ft
Drawn By:	FER
Date Drawn:	11/10/16
Checked By:	KWB
Last Modified:	11/10/16

SITE LOCATION MAP

GASOLINE STATION - CONVENIENCE STORE
6401 HIGHWAY 10
RAMSEY, MINNESOTA

BRAUN INTERTEC
11001 Hampshire Avenue So.
Minneapolis, MN 55438
PH. (952) 995-2000
FAX (952) 995-2020

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Sheet: 1 of 1

Fig. 1

Project No:	B1610732
Drawing No.	B1610732_SiteVisit
Scale:	1 in = 100 ft
Drawn By:	FER
Date Drawn:	11/10/16
Checked By:	KWB
Last Modified:	11/10/16

SITE VISIT MAP
GASOLINE STATION - CONVENIENCE STORE
6401 HIGHWAY 10
RAMSEY, MINNESOTA

BRAUN INTERTEC
11001 Hampshire Avenue So.
Minneapolis, MN 55438
PH. (952) 995-2000
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Tables

Table 1
Soil Analytical Results
Former Sunfish Express
Ramsey, MN
Project B1700969

Compound/Parameter	CAS No.	Sample Identifier and Date Collected														Residential Soil Reference Value (SRV) (mg/kg)	Industrial Soil Reference Value (SRV) (mg/kg)	Screening Soil Leaching Value (SLV) (mg/kg)
		S-1 (8-10')	**S-1 (20-22')**	**S-2 (6-8')**	**S-3 (0.5-2')**	**S-4 (6-8')**	**S-4 (18-20')**	**S-5 (0.5-2')**	**S-6 (2-4')**	**S-6 (24-26')**	**S-7 (2-4')**	**S-8 (4-6')**	**S-8 (18-20')**	**S-9 (0.5-2')**	**S-9 (22-24')**			
		03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017			
Volatile Organic Compounds (VOCs) (mg/kg)																		
All reported VOCs	---	---	<RL	<RL	---	---	<RL	---	---	<RL	---	---	<RL	---	<RL	---	---	---
Polycyclic Aromatic Hydrocarbons (PAHs) (mg/kg)																		
Benz(a)anthracene	56-55-3	<0.010	---	<0.011	**0.052**	<0.011	---	**0.017**	**0.012**	---	<0.011	<0.011	---	**0.12**	---	cPAH	cPAH	cPAH
Benzo(b)fluoranthene	205-99-2	<0.010	---	<0.011	**0.094**	<0.011	---	**0.04**	**0.024**	---	<0.011	<0.011	---	**0.28**	---	cPAH	cPAH	cPAH
Benzo(k)fluoranthene	207-08-9	<0.010	---	<0.011	**0.04**	<0.011	---	**0.015**	<0.011	---	<0.011	<0.011	---	**0.088**	---	cPAH	cPAH	cPAH
Benzo(a)pyrene	50-32-8	<0.010	---	<0.011	**0.069**	<0.011	---	**0.022**	**0.017**	---	<0.011	<0.011	---	**0.19**	---	cPAH	cPAH	cPAH
Benzo(g,h,i)perylene	191-24-2	<0.010	---	<0.011	**0.084**	<0.011	---	**0.025**	**0.016**	---	<0.011	<0.011	---	**0.17**	---	NE	NE	NE
Chrysene	218-01-9	<0.010	---	<0.011	**0.082**	<0.011	---	**0.024**	**0.015**	---	<0.011	<0.011	---	**0.16**	---	cPAH	cPAH	cPAH
Fluoranthene	206-44-0	<0.010	---	<0.011	**0.094**	<0.011	---	**0.038**	**0.023**	---	<0.011	<0.011	---	**0.23**	---	1,080	6,800	670
Indeno(1,2,3-cd)pyrene	193-39-5	<0.010	---	<0.011	**0.042**	<0.011	---	**0.019**	**0.013**	---	<0.011	<0.011	---	**0.11**	---	cPAH	cPAH	cPAH
Phenanthrene	85-01-8	<0.010	---	<0.011	**0.029**	<0.011	---	**0.011**	<0.011	---	<0.011	<0.011	---	**0.1**	---	NE	NE	NE
Pyrene	129-00-0	<0.010	---	<0.011	**0.091**	<0.011	---	**0.031**	**0.022**	---	<0.011	<0.011	---	**0.21**	---	890	5,800	440
All other reported PAHs	---	<RL	---	<RL	<RL	<RL	---	<RL	<RL	---	<RL	<RL	---	<RL	---	---	---	---
BaP Equivalent[c]	---	**0.0**	---	**0.0**	**0.1**	**0.0**	---	**0.0**	**0.0**	---	**0.0**	**0.0**	---	**0.3**	---	2	3	1.4
Metals (mg/kg)																		
Arsenic, Total	7440-38-2	**2.8**	---	**1.2**	**2.0**	**1.6**	---	**2.5**	**2.6**	---	**2.6**	**2.2**	---	**2.3**	---	9	20	5.8
Barium, Total	7440-39-3	**186**	---	**37.2**	**37.4**	**34.5**	---	**46.7**	**53.7**	---	**43.5**	**23.2**	---	**45.4**	---	1,100	18,000	1,700
Cadmium, Total	7440-43-9	<0.16	---	<0.15	<0.15	<0.16	---	**0.36**	<0.15	---	<0.15	<0.15	---	<0.16	---	25	200	8.8
Chromium, Total[e]	7440-47-3	**7.2**	---	**8.1**	**6.4**	**4.2**	---	**6.4**	**8.8**	---	**5.9**	**6.6**	---	**7.3**	---	44,000/87[e]	100,000/650[e]	1,000,000,000/36[e]
Lead, Total	7439-92-1	**3.2**	---	**3.3**	**10.4**	**2.3**	---	**99.7**	**15.5**	---	**2.5**	**3.2**	---	**7.8**	---	300	700	2,700
Mercury, Total	7439-97-6	<0.020	---	<0.021	**0.027**	<0.019	---	<0.019	**0.019**	---	<0.020	<0.020	---	<0.021	---	0.5	1.5	3.3
Selenium, Total	7782-49-2	<1.0	---	<1.0	<0.97	<1.1	---	<1.0	<0.98	---	<1.0	<1.0	---	<1.0	---	160	1,300	2.6
Silver, Total	7440-22-4	<0.52	---	<0.50	<0.49	<0.53	---	<0.51	<0.49	---	<0.50	<0.51	---	<0.52	---	160	1,300	7.9
Other Parameters (mg/kg)																		
Diesel Range Organics (DRO)	---	<8.7	---	<7.6	**85.8** [2]	<8.6	---	**14.1** [2]	**48.1** [2]	---	<8.3	<8.4	---	**16.5** [2]	---	NE	NE	NE
Gasoline Range Organics (GRO)	---	---	<10.5	---	---	---	<10.9	---	---	<10.7	---	---	<10.4	---	<11.5	NE	NE	NE

Notes

[1] [M1] Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS) recovery.

[2] [T6] High boiling point hydrocarbons are present in the sample.

Minnesota Pollution Control Agency (MPCA) SRVs updated June 2009 and SLVs updated June 2013.

mg/kg = Milligrams per kilogram.

< = Not detected at or above the laboratory reporting limit indicated.

--- = Not analyzed or calculated for this parameter or not applicable.

RL = Reporting limits for other parameters that are not listed individually in this table because their concentrations were below reporting limits provided in the laboratory report.

NE = Regulatory limit not established for this parameter.

cPAH = Individual regulatory limit not established for this carcinogenic PAH; included in BaP equivalent calculation.

[c] = Benzo(a)pyrene (BaP) equivalent is calculated based on the concentration and weighted toxicity of cPAHs; MPCA; 2009. If no cPAHs were detected above reasonable laboratory reporting limits the BaP equivalent is reported as 0 mg/kg per MPCA Remediation Division Policy; June 2011.

[e] = Reported result is total chromium, regulatory limit for chromium III and chromium VI are provided.

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Table 2
Groundwater Analytical Results
Former Sunfish Express
Ramsey, MN
Project B1700969

Compound/Parameter	CAS No.	Sample Identifier, Depth to Groundwater, and Date Collected					Drinking Water Criteria (µg/L)	Source-Date
		S-1W	**S-4W**	**S-6W**	**S-8W**	**S-9W**		
		22.05	20.6	27.36	20.49	25.67		
		03/13/2017	03/13/2017	03/13/2017	03/13/2017	03/13/2017		
Volatile Organic Compounds (VOCs) (µg/L)								
All other reported VOCs	---	<RL	<RL	<RL	<RL	<RL	---	---
Other Parameters (µg/L)								
Diesel Range Organics (DRO)	---	**140**	<98	**240**	**300** [2]	**310**	200	HBV [e]

Notes

[1] [L3] Analyte recovery in the laboratory control sample (LCS) exceeded QC limits. Analyte presence below reporting limits in associated samples.

[2] [T6] High boiling point hydrocarbons are present in the sample.

Drinking Water Criteria = The most conservative value for chronic or cancer exposures provided from the following sources including the Minnesota Department of Health (MDH) Health Risk Limit (HRL), MDH Health Based Value (HBV), MDH Risk Assessment Advice (RAA) or Maximum Contaminant Level (MCL). The date of promulgation is provided, if available. Values updated 7/27/16.

µg/L = Micrograms per liter.

< = Not detected at or above the laboratory reporting limit indicated.

--- = Not analyzed or calculated for this parameter or not applicable.

RL = Reporting limits for other parameters that are not listed individually in this table because their concentrations were below reporting limits provided in the laboratory report.

[e] = Provisional MDH Health Based Value for total petroleum hydrocarbons (sum of DRO and GRO).

Exceeds Drinking Water Criteria

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Table 3
Soil Vapor Analytical Results
Former Sunfish Express
Ramsey, MN
Project B1700969

Compound/Parameter	CAS No.	Sample Identifier and Date Collected			Residential ISV ($\mu g/m^3$)	Industrial ISV ($\mu g/m^3$)
		SG-1	**SG-2**	**SG-3**		
		03/13/2017	03/13/2017	03/13/2017		
Volatile Organic Compounds (VOCs) ($\mu g/m^3$)						
Acetone	67-64-1	**49.3**	**37.9**	**49.2**	31,000	87,000
Benzene	71-43-2	**2.1**	**10.4**	**4.3**	4.6	45
2-Butanone (Methyl ethyl ketone, MEK)	78-93-3	**29.3**	**14.3**	**17.7**	5,000	10,000
Carbon disulfide	75-15-0	**4.0**	**12.0**	**6.5**	700	2,000
Cyclohexane	110-82-7	**1.4**	**2.6**	**2.1**	6,000	20,000
Dichlorodifluoromethane	75-71-8	**121**	**173**	**93.1**	NE	NE
1,2-Dichlorotetrafluoroethane	76-14-2	<2.3	**163**	<2.4	NE	NE
Ethanol	64-17-5	<3.0	<2.4	**5.5**	15,000	42,000
Ethylbenzene	100-41-4	**2.1**	**1.6**	**1.5**	4.1	39
n-Heptane	142-82-5	**3.2**	**4.7**	**3.0**	NE	NE
n-Hexane	110-54-3	**37.2**	**6.8**	**7.5**	2,000	6,000
Methylene chloride (Dichloromethane)	75-09-2	<5.6	**5.1**	**12.9**	630	2,100
Propylene	115-07-1	<0.56	<0.44	**79.8**	3,000	8,000
Styrene	100-42-5	<1.4	**1.8**	<1.5	1,000	3,000
Tetrachloroethene	127-18-4	<2.2	**7.8**	<2.3	3.4	33
Tetrahydrofuran	109-99-9	**41.4**	<0.76	<1.0	NE	NE
Toluene	108-88-3	**8.2**	**13.3**	**13.4**	5,200	18,000
Xylenes, m- & p-	179601-23-1	**4.8**	**4.5**	**4.7**	100[b]	350[b]
Xylene, o-	95-47-6	**1.4**	**1.4**	**1.5**	100[b]	350[b]
All other Reported VOCs	---	<RL	<RL	<RL	---	---

Notes

Minnesota Pollution Control Agency (MPCA) Intrusion Screening Value (ISV) is a Revised Interim ISV if established. ISVs updated 2/13/2017. EISV = Expedited ISV. EISVs apply only to existing buildings. Sub-slab results exceeding 33X EISV or indoor air results exceeding the EISV may require expedited action.

$\mu g/m^3$ = Micrograms per cubic meter.

< = Not detected at or above the laboratory reporting limit indicated.

--- = Not analyzed or calculated for this parameter or not applicable.

RL = Reporting limits for other parameters that are not listed individually in this table because their concentrations were below reporting limits provided in the laboratory report.

NE = Regulatory limit not established for this parameter.

[a] = In existing buildings, indoor air results exceeding the ISV or sub-slab results exceeding 33X ISV may require expedited action when a woman who is pregnant or could become pregnant is present.

[b] = Regulatory limit for combination of m-, p-, and o-xylenes.

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Appendix A

Soil Boring Logs

Appendix B

GPS Coordinates of Investigation Locations

Appendix C

Standard Operating Procedures

Appendix D

Laboratory Analytical Reports

Appendix E

References/Bibliography

ASTM Standard E1527-13, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," ASTM International, West Conshohocken, PA., 2013. DOI: 10.1520/E1527-13, www.astm.org.

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ATTACHMENT 4

Predemolition Hazardous Building Materials Inspection Report, dated November 26, 2016, prepared by Braun Intertec, (Includes 27 pages)

Pre-Demolition Hazardous Building Materials Inspection Report

Gasoline Station/Convenience Store
6401 Highway 10
Ramsey, Minnesota

Prepared for

City of Ramsey





Project B1610732.00
November 28, 2016

Braun Intertec Corporation

BRAUN INTERTEC
The Science You Build On.

Braun Intertec Corporation
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Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

November 28, 2016

Project B1610732.00

Mr. Patrick Brama
Economic Development Manager/Assistant City Administrator
City of Ramsey
c/o SRF Consulting Group
1 Carlson Parkway North, Suite 150
Minneapolis, MN 55447

Re: Pre-Demolition Hazardous Building Materials Inspection Report
Gasoline Station/Convenience Store
6401 Highway 10
Ramsey, Minnesota

Dear Mr. Brama:

The enclosed report provides the results of the pre-demolition hazardous building materials inspection conducted on November 10 & 11, 2016, at the gas station/convenience store located at 6401 Highway 10 in Ramsey, Minnesota (Site). Braun Intertec Corporation was authorized to conduct this inspection in accordance with our Proposal QTB048371 dated November 8, 2016 and the Braun Intertec General Conditions.

If you have any questions or need further assistance, please call Eric Bieniek at 612.834.4627 or Derek Schilling at 952.995.2674.

Sincerely,

BRAUN INTERTEC CORPORATION

Eric W. Bieniek
Environmental Technician

Derek M. Schilling, PG, CHMM
Associate Principal – Senior Scientist

Attachments:
Pre-Demolition Hazardous Building Materials Inspection Report

AA/EOE

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A: Table I. Asbestos Building Inspection Results
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A. Scope of Services

The scope of our services was limited to:

- Visually examine accessible areas and identify locations of suspect asbestos-containing material (ACM), lead, poly-chlorinated biphenyls (PCB), mercury, and other miscellaneous hazardous material.
- Collect and analyze representative bulk samples of materials suspected of containing asbestos.
- Conduct limited lead-based paint (LBP) testing of potential re-useable components with painted surfaces suspected of containing lead (where applicable). Testing will be accomplished using a Niton X-ray fluorescence (XRF) spectrum analyzer.
- Assign a hazard rating based on asbestos content with respect to the materials condition, friability, accessibility, and hazard potential.
- Document the various materials' current conditions and ACM quantities.
- Generate a final report documenting the sample locations, analysis results, conditions, ACM quantities and recommendations.

B. Site Description

The subject of the inspection is the gas station/convenience store located at 6401 Highway 10 in Ramsey, Minnesota. The building is a single level, slab-on-grade, metal structure. It was originally constructed in 2003 and encompasses approximately 9,950 square feet. The building is constructed of metal, concrete and concrete block foundation walls. The typical interior finishes included epoxy flooring, sheetrock/joint compound, and lay-in ceiling panels. The exterior of the building has a stucco finish with an assumed rubber membrane roof system. The property also has a metal canopy that encompasses approximately 6,100 square feet. The building was vacant and unoccupied at the time of the inspection.

C. Results

C.1. Asbestos

Twenty-eight (28) bulk samples were collected on November 10 & 11, 2016 and submitted to EMSL Analytical, Inc., a microscopy laboratory that is fully accredited for asbestos bulk analysis.

C.1.a. Asbestos-Containing Materials

The following is a summary of building materials found or assumed to contain greater than one percent asbestos (asbestos-containing materials by regulatory definition).

- Asphalt roof material (assumed), no roofing samples were collected to protect the integrity of the roofing systems

C.1.b. Non-Asbestos-Containing Materials

The following is a summary of building materials found to contain no asbestos or materials that contain one percent or less asbestos (non-asbestos-containing materials by regulatory definition).

- 2-foot by 2-foot lay-in ceiling panels (red), sheetrock with vinyl cover
- 2-foot by 2-foot lay-in ceiling panels (white), pocks & pinholes
- 2-foot by 2-foot lay-in ceiling panels (white), sheetrock with vinyl cover
- 2-foot by 4-foot lay-in ceiling panels (white), sheetrock with vinyl cover
- 4-inch baseboard (gray) with adhesive (tan)
- 8-inch by 8-inch concrete block & mortar
- Adhesive (tan) - behind fiberglass wall paneling
- Brick & mortar
- Caulk (brown) - window frames
- Caulk (gray) - vertical wall expansion joints
- Caulk (gray, rubbery) - concrete floor expansion joints
- Caulk (gray, tacky) - glass block window frames
- Caulk (gray/white) - window & door frames, wall expansion joints
- Caulk (purple) - door frame
- Caulk (tan) - horizontal wall expansion joints
- Caulk (tan/orange) - wall, window, & door frames
- Epoxy flooring (gray)
- Epoxy flooring (green)
- Gasket (white, cloth) - HVAC gaskets
- Glaze (black, rubbery) - on windows
- Red fire caulk
- Sheetrock/joint compound
- Stucco (green, tan, orange, & red)
- Wall partition paneling (brown)

Refer to Table I in Appendix A, which lists individual functional spaces of the building, the suspect materials identified in that functional space, whether the suspect material was identified by analysis to be an asbestos-containing material, an estimated amount of each suspect material for the functional space, and includes condition, assessment categories and hazard ratings based on subjective observations made by our representatives.

Refer to Table II in Appendix B, which lists the homogenous material sample numbers, sample locations, suspect material descriptions, and the analysis results for each sample. This table summarizes the results from the Bulk Asbestos Laboratory Report, which is attached in Appendix D.

Bulk asbestos analysis was conducted in accordance with the Environmental Protection Agency's (EPA) Method 40 CFR, Chapter 1, Part 763, Subpart F, and Appendix A (7/1/87 Edition).

C.2. Lead-Based Paint

Testing of limited building components for lead-based paint was accomplished utilizing a Niton XL X-Ray Fluorescence (XRF) field portable analyzer, Model No. XLP303A - Serial No. 22287, equipped with a 40-milocurie CD-109 source - Serial No. TR3277, installed on March 17, 2015.

Analysis decision-making protocols were based on compliance with the United States (US) EPA and Minnesota Department of Health (MDH), which consider any x-ray fluorescence (XRF) result of 1.0 milligram per square centimeter (mg/cm^2) or greater to be "lead-based paint." The following is a list of lead-based paints that were found on the limited building components tested.

- **No "lead-based paint" was detected in the surfaces tested at the time of the inspection.**

Refer to Table III in Appendix C, which lists the sample numbers, sample locations, component descriptions, XRF field results, and the paint condition for each sample.

C.3. Miscellaneous Regulated Waste

A visual inspection for miscellaneous regulated waste materials that require separate handling and disposal prior to disturbance during building demolition was also performed as part of this assessment. The following is a list of items documented at the site:

C.3.a. Poly-Chlorinated Biphenyls (PCBs)

- Light ballasts
- Transformers

C.3.b. Mercury

- Batteries – smoke detectors, emergency lighting, exit signs and security system.
- Electrical Systems – electrical panels, load meters, supply relays, control switches, fuses, motors, and pumps.
- Heating – natural gas furnace, gauges, space heater controls, thermostats, and unit heater controls.
- Lighting – fluorescent lamps, "silent" wall switches, explosion proof lighting, high-intensity discharge, neon and high-pressure sodium lamps.

C.3.c. Chlorofluorocarbons (CFCs) and Hydrochlorofluorocarbons (HCFCs)

- Fire extinguishers
- Refrigerants – heat pumps, roof-top air conditioners and walk-in coolers.

C.3.d. Hazardous Waste

- Chemicals – antifreeze, paint cans, paint drums, polyurethane, solvents, stains, industrial lubricants, chemical sealer, presoak/wall cleaner, and foaming polish.
- Lead – exit signs, lead-acid batteries, and security system.
- Petroleum products –oils in miscellaneous motors and door closers, machine oil, and machine pistons.

C.3.e. Miscellaneous

- 165-gallon tank (contents unknown)
- Air compressor
- Automotive parts
- Computer equipment
- Drive-thru system
- Meters
- Miscellaneous cleaning supplies
- Stove/oven
- Television
- Water heater
- Water softener

D. Discussion

D.1. Asbestos-Containing Materials

D.1.a. Category I Non-Friable ACM

The following asbestos-containing materials are classified as Category I non-friable materials according to EPA 40 CFR Part 61 National Emission Standard for Hazardous Air Pollutants (NESHAPs):

- Asphalt roof material (assumed), no roofing samples were collected to protect the integrity of the roofing systems.

Note: The various roofing materials were noted at the time of this inspection. Roofing materials were not sampled for asbestos content as part of this inspection in order to maintain the integrity of the roofing system. The roofing materials should be sampled for asbestos content prior to building renovation/demolition.

The above Category I non-friable ACMs were observed to be in good condition at the time of our assessment. These materials should be maintained in good condition to prevent potential exposure to asbestos. Category I non-friable ACMs are not considered a hazard unless cut, drilled, sanded, or otherwise abraded. However, any Category I material that may become friable during demolition must be removed prior to that activity. Secondly, if left in place, the crushing or recycling of demolition debris is strictly prohibited. In addition, all demolition debris containing Category I materials must be disposed of at a landfill specifically permitted to accept this type of waste.

D.2. Lead-Based Paint

No lead-based paint was identified on the surfaces tested during this inspection. In addition, given the date of construction (2003) it is unlikely that lead-based paint is present.

D.3. Miscellaneous Regulated Waste

In the case of building renovation/demolition, any of the miscellaneous regulated waste items listed in Section C.3 that will be disturbed, must be removed prior to disturbance and must be recycled or disposed of in accordance with state and federal guidelines.

E. Limitations

This inspection was limited to areas available for observation via non-destructive means. In any building, the potential exists for hazardous building materials to be located inside walls, above ceilings, under floors, and other inaccessible areas. Braun Intertec cannot be held responsible for the presence of any such hidden materials. In the case of building renovation/demolition, contractors involved in the project should be made aware of this potential. If previously unidentified suspect hazardous building materials are exposed during their activities they should be sampled and analyzed for content prior to any disturbance.

Note: A destructive ACM investigation is required by the MPCA prior to building renovation/demolition. It is recommended that the destructive ACM investigation is performed once the building is vacant.

Note: *It is assumed that pipe insulation may be present in currently inaccessible chases, wall cavities, and above hard ceilings.*

Note: It should also be noted that in order to maintain the integrity of the roof systems, no roofing materials were sampled. For the purpose of this report, the roofing and flashing materials are assumed to contain asbestos until proven otherwise by sampling and analysis.

Note: Various electrical systems were identified during the survey. These systems were believed to be currently "charged" and active. Suspect materials are located within these electrical boxes, control panels (breaker bars, insulation, and electrical wire insulation). For the purpose of this report, all electrical systems associated in these areas assessed are to be assumed to contain asbestos until proven otherwise by sampling and analysis.

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

F. Asbestos Inspector Certification

I, the undersigned, do hereby certify that I am an accredited Asbestos Inspector in the State of Minnesota. A photocopy of my current asbestos inspector certificate is attached in Appendix E.

Signature: _____ Date: Nov 28 2016

Eric W. Bieniek

Environmental Technician III

Minnesota Department of Health Asbestos Inspector No: AI12781

Appendix A

Table I. Asbestos Building Inspection Results

BRAUN INTERTEC
The Science You Build On.

Table I. Asbestos Building Inspection Results

Client: City of Ramsey
Location: 6401 Highway 10, Ramsey, MN 55303
Date of Inspection: November 10 & 11, 2016
Project: B1610732.00

Functional Space	Homogeneous Material Description	Contains Asbestos (Yes/No)	Ref. Client Sample No. (See Table II)	Estimated Quantity Units	Material Condition[1]	Hazard Category[2]
Exterior	Stucco (green, tan, orange, & red)	No	1A-E	5,000 ft²	ND	0
Exterior	Brick & mortar	No	2	1,100 ft²	ND	0
Exterior	Caulk (gray) - vertical wall expansion joints	No	3	250 lin. ft.	ND	0
Exterior	Caulk (tan) - horizontal wall expansion joints	No	4	350 lin. ft.	ND	0
Exterior	Caulk (brown) - window frames	No	5	20 lin. ft. (visible)	ND	0
Exterior	Caulk (tan/orange) - wall, window, & door frames	No	6	300 lin. ft.	ND	0
Exterior	Caulk (gray, tacky) - glass block window frames	No	7	40 lin. ft.	ND	0
Exterior	8" x 8" concrete block & mortar	No	8	1,000 ft²	ND	0
Kitchen Spaces	Sheetrock/joint compound	No	9	Throughout	D	0
Kitchen Spaces	Caulk (gray, rubbery) - concrete floor expansion joints	No	10	175 lin. ft.	ND	0
Kitchen Spaces	2' x 4' lay-in ceiling panels (white), sheetrock with vinyl cover	No	11	1,000 ft²	D	0
Kitchen Spaces	2' x 2' lay-in ceiling panels (red), sheetrock with vinyl cover	No	12	200 ft²	ND	0
Kitchen Spaces	2' x 2' lay-in ceiling panels (white), pocks & pinholes	No	13	60 ft²	D	0
Kitchen Spaces	Adhesive (tan) - behind fiberglass wall paneling	No	14	1,500 ft²	ND	0
Kitchen Spaces	4" baseboard (gray) with adhesive (tan)	No	15	100 lin. ft.	ND	0
Kitchen Spaces	Glaze (black, rubbery) - on windows	No	16	70 lin. ft.	ND	0
Kitchen Spaces	Epoxy flooring (green)	No	17	650 ft²	ND	0
Kitchen Spaces	Epoxy flooring (gray)	No	18	1,200 ft²	ND	0
Dining & Sales Areas	Sheetrock/joint compound	No	9	Throughout	ND	0

Functional Space	Homogeneous Material Description	Contains Asbestos (Yes/No)	Ref. Client Sample No. (See Table II)	Estimated Quantity Units	Material Condition[1]	Hazard Category[2]
Dining & Sales Areas	Caulk (gray, rubbery) - concrete floor expansion joints	No	10	300 lin. ft.	ND	0
Dining & Sales Areas	2' x 2' lay-in ceiling panels (white), pocks & pinholes	No	13	650 ft²	ND	0
Dining & Sales Areas	Adhesive (tan) - behind fiberglass wall paneling	No	14	125 ft²	ND	0
Dining & Sales Areas	4" baseboard (gray) with adhesive (tan)	No	15	300 lin. ft.	ND	0
Dining & Sales Areas	Glaze (black, rubbery) - on windows	No	16	600 lin. ft.	ND	0
Dining & Sales Areas	Epoxy flooring (green)	No	17	200 ft²	ND	0
Dining & Sales Areas	Epoxy flooring (gray)	No	18	1,500 ft²	ND	0
Bathrooms	Sheetrock/joint compound	No	9	Throughout	ND	0
Bathrooms	Caulk (gray, rubbery) - concrete floor expansion joints	No	10	20 lin. ft.	ND	0
Bathrooms	Epoxy flooring (gray)	No	18	200 ft²	ND	0
Bathrooms	2' x 2' lay-in ceiling panels (white), sheetrock with vinyl cover	No	19	200 ft²	ND	0
North Offices	Sheetrock/joint compound	No	9	Throughout	ND	0
North Offices	Caulk (gray, rubbery) - concrete floor expansion joints	No	10	30 lin. ft.	ND	0
North Offices	2' x 2' lay-in ceiling panels (white), pocks & pinholes	No	13	250 ft²	ND	0
North Offices	4" baseboard (gray) with adhesive (tan)	No	15	90 lin. ft.	ND	0
North Offices	Glaze (black, rubbery) - on windows	No	16	56 lin. ft.	ND	0
North Offices	Epoxy flooring (gray)	No	18	250 ft²	ND	0
Walk-In Cooler	Epoxy flooring (gray)	No	18	400 ft²	ND	0
Walk-In Cooler	Gasket (white, cloth) - HVAC gaskets	No	20	6 lin. ft. (visible)	ND	0
Carwash	Glaze (black, rubbery) - on windows	No	16	100 lin. ft.	ND	0
Carwash	Caulk (purple) - door frame	No	21	18 lin. ft.	ND	0

Functional Space	Homogeneous Material Description	Contains Asbestos (Yes/No)	Ref. Client Sample No. (See Table II)	Estimated Quantity Units	Material Condition[1]	Hazard Category[2]
Carwash	Caulk (gray/white) - window & door frames, wall expansion joints	No	22	175 lin. ft.	ND	0
Carwash	Wall partition paneling (brown)	No	23	110 ft²	ND	0
West Sprinkler, Garage, Storage, & Electrical Rooms	Caulk (gray/white) - window & door frames, wall expansion joints	No	22	210 lin. ft.	ND	0
West Sprinkler, Garage, Storage, & Electrical Rooms	Red fire caulk	No	24	90 lin. ft.	ND	0
Recycling Room	Caulk (gray/white) - window & door frames, wall expansion joints	No	22	10 lin. ft.	ND	0
Recycling Room	Red fire caulk	No	24	25 lin. ft.	ND	0
Roof	**Roof materials**	**Assume**	**___**	**9,800 ft²**	**ND**	**1**

1. Condition of ACM:
   ND = Not Damaged
   D = Damaged
   SD = Significantly Damaged

2. Hazard Category:
   0 = No hazard - material does not contain asbestos
   1 = ACM with potential for damage
   2 = ACM with potential for significant damage
   3 = Damaged or significantly damaged asbestos-containing miscellaneous material
   4 = Damaged or significantly damaged friable asbestos-containing thermal system insulation
   5 = Damaged or significantly damaged friable asbestos-containing surfacing material

Appendix B

Table II. Bulk Asbestos Analytical Results

BRAUN INTERTEC
The Science You Build On.

Table II. Bulk Asbestos Analytical Results

Client: City of Ramsey
Location: 6401 Highway 10, Ramsey, MN 55303
Date of Inspection: November 10 & 11, 2016
Project: B1610732.00

Sample No.	Sample Location			Material	Asbestos Content (%)[1]
1A	Exterior	East Side	South End	Stucco (green, tan, orange, & red)	N.D.[2]
1B	Exterior	North Side	Above Garages	Stucco (green, tan, orange, & red)	N.D.
1C	Exterior	West Side	North End	Stucco (green, tan, orange, & red)	N.D.
1D	Exterior	West Side	Middle	Stucco (green, tan, orange, & red)	N.D.
1E	Exterior	West Side	South End	Stucco (green, tan, orange, & red)	N.D.
2	Exterior	East Side	SE Corner	Brick & mortar	N.D.
3	Exterior	East Side	South End	Caulk (gray) - vertical wall expansion joints	N.D.
4	Exterior	East Side	South End	Caulk (tan) - horizontal wall expansion joints	N.D.
5	Exterior	East Side	North End	Caulk (brown) - window frames	N.D.
6	Exterior	West Side	North End	Caulk (tan/orange) - wall, window, & door frames	N.D.
7	Exterior	West Side	South End	Caulk (gray, tacky) - glass block window frames	N.D.
8	Exterior	South End	By Entrance	8" x 8" concrete block & mortar	N.D.
9	Kitchen	South End	By Door	Sheetrock/joint compound	N.D.
10	Kitchen	By-Drive Thru Window	At Floor	Caulk (gray, rubbery) - concrete floor expansion joints	N.D.
11	Kitchen	South End	At Ceiling	2' x 4' lay-in ceiling panels (white), sheetrock with vinyl cover	N.D.
12	Kitchen	East Side	At Ceiling	2' x 2' lay-in ceiling panels (red), sheetrock with vinyl cover	N.D.
13	Kitchen	South End	At Ceiling	2' x 2' lay-in ceiling panels (white), pocks & pinholes	N.D.
14	Kitchen	South End	At Wall End	Adhesive (tan) - behind fiberglass wall paneling	N.D.
15	Kitchen	South End	By Door	4" baseboard (gray) with adhesive (tan)	N.D.
16	Kitchen	South End	At Window	Glaze (black, rubbery) - on windows	N.D.
17	Dining Room	North Side	At Door	Epoxy flooring (green)	N.D.
18	Dining Room	North Side	At Floor	Epoxy flooring (gray)	N.D.

Sample No.	Sample Location			Material	Asbestos Content (%)[1]
19	Women's Bathroom	Middle	At Ceiling	2' x 2' lay-in ceiling panels (white), sheetrock with vinyl cover	N.D.
20	Walk-In Cooler	At South End	On HVAC Debris	Gasket (white, cloth) - HVAC gaskets	N.D.
21	Carwash	North End	At Door	Caulk (purple) - door frame	N.D.
22	Carwash	North End	At Window	Caulk (gray/white) - window & door frames, wall expansion joints	N.D.
23	Carwash	South End	Above Door Frame	Wall partition paneling (brown)	N.D.
24	West Storage Room	North Side	On Wall	Red fire caulk	N.D.

* Materials containing 1 percent of asbestos or less are not considered to be asbestos-containing materials by the U.S. EPA.

1. Asbestos content is indicated as an approximate percent by area.
2. N.D. = None Detected

Appendix C

Table III. Lead-Based Paint Testing Results

BRAUN INTERTEC
The Science You Build On.

Table III. Lead-Based Paint Testing

Client: City of Ramsey
Location: 6401 Highway 10, Ramsey, MN 55303
Date of Inspection: November 10 & 11, 2016
Project: B1610732.00

Sample I.D. No.	Room/Area	Component Description			Results	Paint Condition G = Good P = Peeling
1	Calibration	Surface			1.10	NA
2	Calibration	Buried			1.10	NA
3	Calibration	Surface			1.00	NA
6401 Highway 10, Ramsey, MN 55303						
4	Kitchen, Dining, & Sales Areas	Wall	Sheetrock	Red	0.00	G
5	Kitchen, Dining, & Sales Areas	Wall	Sheetrock	Orange	0.00	G
6	Kitchen, Dining, & Sales Areas	Window	Metal	Maroon	0.00	G
7	Kitchen, Dining, & Sales Areas	Window Sill	Metal	Maroon	0.00	G
8	Kitchen, Dining, & Sales Areas	Floor	Epoxy	Green	0.00	G
9	Kitchen, Dining, & Sales Areas	Floor	Epoxy	Gray	0.00	G
10	Kitchen, Dining, & Sales Areas	Column	Metal	Beige	0.00	G
11	Kitchen, Dining, & Sales Areas	Door	Metal	Maroon	0.00	G
12	Kitchen, Dining, & Sales Areas	Door Frame	Metal	Maroon	0.00	G
13	Kitchen, Dining, & Sales Areas	Truss	Metal	Yellow	0.00	G
14	Kitchen, Dining, & Sales Areas	Roof Deck	Metal	Yellow	0.00	G
15	Kitchen, Dining, & Sales Areas	HVAC Duct	Metal	Yellow	0.00	G
16	Offices	Wall	Sheetrock	White	0.00	G
17	Carwash	Wall	Concrete Block	White	0.00	G
18	Carwash	Door	Metal	White	0.00	G
19	Carwash	Door Frame	Metal	White	0.00	G
20	Carwash	Floor	Concrete	White	0.00	G
21	Carwash	Floor	Concrete	Gray	0.00	G
22	Carwash	Washer Posts	Metal	Gray	0.23	G
23	Carwash	Carwash Track	Metal	Brown	0.00	G
24	Carwash	Carwash Track	Metal	Orange	0.00	G
25	Carwash	Carwash Track	Metal	Yellow	0.00	G
26	Sprinkler, Garage, Storage, & Electrical Rms	Roof Deck	Concrete	Gray	0.00	G
27	Sprinkler, Garage, Storage, & Electrical Rms	Roof Hatch	Metal	Brown	0.00	G
28	Sprinkler, Garage, Storage, & Electrical Rms	Stair Stringer	Metal	Gray	0.00	G
29	Sprinkler, Garage, Storage, & Electrical Rms	Stair Railing	Metal	Gray	0.00	G
30	Exterior	Wall	Concrete Block	Tan	0.00	G
31	Exterior	Canopy Column	Metal	White	0.00	G
32	Exterior	Safety Bumpers	Metal	Yellow	0.00	G
33	Exterior	Curb	Concrete	Yellow	0.00	P
34	Exterior	Canopy Soffit	Metal	White	0.00	G
35	Calibration	Surface			1.10	NA
36	Calibration	Buried			1.10	NA
37	Calibration	Surface			1.00	NA

mg/cm^2 = milligrams of lead per square centimeter of paint

Appendix D

Bulk Asbestos Analysis Reports

EMSL Analytical, Inc.

14375 23rd Avenue North Minneapolis, Mn 55447

Tel/Fax: (763) 449-4922 / (763) 449-4924

http://www.EMSL.com / minneapolislab@emsl.com

EMSL Order:	351607999
Customer ID:	BRAU50
Customer PO:	
Project ID:	

Attention:	Rob Nordby	**Phone:**	(952) 995-2000
	Braun Intertec	**Fax:**	(952) 995-2020
	11001 Hampshire Avenue South	**Received Date:**	11/11/2016 4:40 PM
	Bloomington, MN 55438	**Analysis Date:**	11/16/2016
		Collected Date:	11/11/2016
Project:	ANOKA C-STORE/B1610732.00		

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
1A-Gray Layer *351607999-0001*	EXTERIOR EAST SIDE SOUTH END, STUCCO (GRN, TAN, ORANGE, RED)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1A-Tan Layer *351607999-0001A*	EXTERIOR EAST SIDE SOUTH END, STUCCO (GRN, TAN, ORANGE, RED)	Tan/Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
Inseparable paint / coating layer included in analysis					
1B-Gray Layer *351607999-0002*	EXTERIOR NORTH SIDE ABOVE GARAGES, STUCCO (GRN, TAN, ORANGE, RED)	Gray Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
1B-Tan Layer *351607999-0002A*	EXTERIOR NORTH SIDE ABOVE GARAGES, STUCCO (GRN, TAN, ORANGE, RED)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1C-Gray Layer *351607999-0003*	EXTERIOR WEST SIDE NORTH END, STUCCO (GRN, TAN, ORANGE, RED)	Gray Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
1C-Tan Layer *351607999-0003A*	EXTERIOR WEST SIDE NORTH END, STUCCO (GRN, TAN, ORANGE, RED)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1D-Gray Layer *351607999-0004*	EXTERIOR WEST SIDE MIDDLE, STUCCO (GRN, TAN, ORANGE, RED)	Gray Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
1D-Tan Layer *351607999-0004A*	EXTERIOR WEST SIDE MIDDLE, STUCCO (GRN, TAN, ORANGE, RED)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
1E-Gray Layer *351607999-0005*	EXTERIOR WEST SIDE SOUTH END, STUCCO (GRN, TAN, ORANGE, RED)	Gray Fibrous Homogeneous	15% Glass	85% Non-fibrous (Other)	None Detected
1E-Tan Layer *351607999-0005A*	EXTERIOR WEST SIDE SOUTH END, STUCCO (GRN, TAN, ORANGE, RED)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2-Brick *351607999-0006*	EXTERIOR EAST SIDE SE CORNER, BRICK & MORTAR	Red Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
2-Mortar *351607999-0006A*	EXTERIOR EAST SIDE SE CORNER, BRICK & MORTAR	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 11/16/2016 17:51:27

EMSL Analytical, Inc.
14375 23rd Avenue North Minneapolis, Mn 55447
Tel/Fax: (763) 449-4922 / (763) 449-4924
http://www.EMSL.com / minneapolislab@emsl.com

EMSL Order: 351607999
Customer ID: BRAU50
Customer PO:
Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
3 *351607999-0007*	EXTERIOR EAST SIDE SOUTH END, CAULK (GRAY) - VERT. WALL EXP. JOINTS	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
4 *351607999-0008*	EXTERIOR EAST SIDE SOUTH END, CAULK (TAN) - HORIZONTAL WALL EXP. JOINTS	Gray/Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
5 *351607999-0009*	EXTERIOR EAST SIDE NORTH END, CAULK (BRN) - WINDOW FRAMES	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
6 *351607999-0010*	EXTERIOR WEST SIDE NORTH END, CAULK (TAN/ORANGE) - WALL/WIND./DOOR FRAMES	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
7 *351607999-0011*	EXTERIOR WEST SIDE NORTH END, CAULK (GRAY/TACKY) - GLASS BLOCK WIND. FRAMES	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
8 *351607999-0012*	EXTERIOR SOUTH END BY ENTRANCE, 8x8" CONCRETE BLOCKS & MORTAR	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
9 *351607999-0013* *This is a composite result of sheetrock and jt. compound.*	KITCHEN SOUTH END BY DOOR, SR/JC	Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	88% Non-fibrous (Other)	None Detected
10 *351607999-0014*	KITCHEN BY DRIVE-THRU WIND. @ FLOOR, CAULK (GRAY, RUBBERY) - CON. FL. EXP. JOINTS	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
11 *351607999-0015*	KITCHEN SOUTH END @ CEILING, 2x4' LAY-IN C.P. (WHITE) SR W/ VINYL COVER	Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	88% Non-fibrous (Other)	None Detected
12 *351607999-0016*	KITCHEN EAST END @ CEILING, 2x2' LAY-IN C.P. (RED) SR W/ VINYL CORNER	Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	88% Non-fibrous (Other)	None Detected
13 *351607999-0017*	KITCHEN SOUTH END @ CEILING, 2x2' LAY-IN E.P. (WHITE), POCKS/PINHOLES	Gray/White Fibrous Heterogeneous	50% Cellulose 30% Glass	15% Perlite 5% Non-fibrous (Other)	None Detected
14 *351607999-0018*	KITCHEN SOUTH END @ WALL END, ADHESIVE (TAN) - BEHIND F.G. WALL PANELS	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 11/16/2016 17:51:27

EMSL Analytical, Inc.

14375 23rd Avenue North Minneapolis, Mn 55447

Tel/Fax: (763) 449-4922 / (763) 449-4924

http://www.EMSL.com / minneapolislab@emsl.com

EMSL Order:	351607999
Customer ID:	BRAU50
Customer PO:	
Project ID:	

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
15-Baseboard *351607999-0019*	KITCHEN SOUTH END BY DOOR, 4" BASEBOARD (GRAY) W/ ADH. (TAN)	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
15-Mastic *351607999-0019A*	KITCHEN SOUTH END BY DOOR, 4" BASEBOARD (GRAY) W/ ADH. (TAN)	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
16 *351607999-0020*	KITCHEN SOUTH END @ WIND., GLAZE (BLACK, RUBBERY) - ON WINDOWS	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
17 *351607999-0021*	DINING ROOM NORTH SIDE @ FLOOR, EPOXY FLOORING (GREEN)	Gray/White/Green Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
18 *351607999-0022*	DINING ROOM NORTH SIDE @ FLOOR, EPOXY FLOORING (GRAY)	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
19 *351607999-0023*	WOMENS BATHROOM MIDDLE @ CEILING, 2x2' LAY-IN C.P. (WHITE) SR W/ VINYL CORNER	Brown/White Fibrous Heterogeneous	10% Cellulose 2% Glass	88% Non-fibrous (Other)	None Detected
20-Gasket *351607999-0024*	WALK-IN COOLER @ SOUTH END ON HVAC DEBRIS, GASKET (WHITE CLOTH) - HVAC GASKETS	White Fibrous Homogeneous	100% Glass		None Detected
20-Caulk *351607999-0024A*	WALK-IN COOLER @ SOUTH END ON HVAC DEBRIS, GASKET (WHITE CLOTH) - HVAC GASKETS	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
21 *351607999-0025*	CAR WASH NORTH END @ DOOR, CAULK (PURPLE) - DOOR FRAME	Purple Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
22 *351607999-0026*	CAR WASH NORTH END @ WIND., CAULK (GRAY/WHITE) - WIND./DOOR/WALL EXP. JOINTS	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
23 *351607999-0027*	CAR WASH SOUTH END ABOVE DR. FRAME, WALL PARTITION PANELING (BROWN)	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
24 *351607999-0028*	W. STORAGE ROOM NORTH SIDE ON WALL, RED FIRE CAULK	Red Non-Fibrous Homogeneous	3% Glass	97% Non-fibrous (Other)	None Detected

Initial report from: 11/16/2016 17:51:27

EMSL Analytical, Inc.
14375 23rd Avenue North Minneapolis, Mn 55447
Tel/Fax: (763) 449-4922 / (763) 449-4924
http://www.EMSL.com / minneapolislab@emsl.com

EMSL Order:	351607999
Customer ID:	BRAU50
Customer PO:	
Project ID:	

Analyst(s)
Nicholas Asuncion (36)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Minneapolis, Mn NVLAP Lab Code 200019-0

Initial report from: 11/16/2016 17:51:27

OrderID: 351607999

EMSL ANALYTICAL, INC
LABORATORY-PRODUCTS-TRAINING

Asbestos Chain of Custody

EMSL Order Number *(Lab Use Only)*: 7999

EMSL ANALYTICAL, INC.
200 ROUTE 130 NORTH
CINNAMINSON, NJ 08077
PHONE: (800) 220-3675
FAX: (856) 786-5974

Company Name : Braun Intertec Corporation	**EMSL Customer ID:**	
Street: 11001 Hampshire Avenue South	**City: Bloomington**	**State/Province: MN**
Zip/Postal Code: 55438 **Country: USA**	**Telephone #: 952.995.2424**	**Fax #: 952.995.2020**
Report To (Name): Robert Nordby & Eric Bieniek	**Please Provide Results:** ☐ Fax ☒ Email	
Email Address: RNordby / EBieniek @braunintertec.com	**Purchase Order:**	
Project Name/Number: ~~Amoco~~ C-STORE /B1610732.00	**EMSL Project ID** *(Internal Use Only)*:	
U.S. State Samples Taken: Minnesota	**CT Samples:** ☐ Commercial/Taxable ☐ Residential/Tax Exempt	

EMSL-Bill to: ☐ Same ☒ Different - If Bill to is Different note instructions in Comments**
Third Party Billing requires written authorization from third party

Turnaround Time (TAT) Options* - Please Check

☐ 3 Hour ☐ 6 Hour ☐ 24 Hour ☐ 48 Hour ☒ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

**For TEM Air 3 hr through 6 hr, please call ahead to schedule *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide*

PCM - Air ☐ Check if samples are from NY
- ☐ NIOSH 7400
- ☐ w/ OSHA 8hr. TWA

PLM - Bulk (reporting limit)
- ☒ PLM EPA 600/R-93/116 (<1%)
- ☐ PLM EPA NOB (<1%)

Point Count
- ☐ 400 (<0.25%) ☐ 1000 (<0.1%)

Point Count w/Gravimetric
- ☐ 400 (<0.25%) ☐ 1000 (<0.1%)
- ☐ NYS 198.1 (friable in NY)
- ☐ NYS 198.6 NOB (non-friable-NY)
- ☐ NYS 198.8 SOF-V
- ☐ NIOSH 9002 (<1%)

TEM – Air ☐ **4-4.5hr TAT (AHERA only)**
- ☐ AHERA 40 CFR, Part 763
- ☐ NIOSH 7402
- ☐ EPA Level II
- ☐ ISO 10312

TEM - Bulk
- ☐ TEM EPA NOB
- ☐ NYS NOB 198.4 (non-friable-NY)
- ☐ Chatfield SOP
- ☐ TEM Mass Analysis-EPA 600 sec. 2.5

TEM – Water: EPA 100.2
- Fibers >10µm ☐ Waste ☐ Drinking
- All Fiber Sizes ☐ Waste ☐ Drinking

TEM- Dust
- ☐ Microvac - ASTM D 5755
- ☐ Wipe - ASTM D6480
- ☐ Carpet Sonication (EPA 600/J-93/167)

Soil/Rock/Vermiculite*
- ☐ PLM CARB 435 - A (0.25% sensitivity)
- ☐ PLM CARB 435 - B (0.1% sensitivity)
- ☐ TEM CARB 435 - B (0.1% sensitivity)
- ☐ TEM CARB 435 - C (0.01% sensitivity)
- ☐ TEM Qual. via Filtration Technique
- ☐ TEM Qual. via Drop-Mount Technique

*Can not accept New York State Loose Fill Vermiculite Samples

Other:
☒ **Point Count (400-non-grav) if <1%. Do not point count if None Detected.**

☒ **Check For Positive Stop – Clearly Identify Homogenous Group** | **Filter Pore Size (Air Samples):** ☐ **0.8µm** ☐ **0.45µm**

Samplers Name: Eric Bieniek | **Samplers Signature:** E Bieniek

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
1A - 24	See Attached "Table II"	---	11/11/2016 AM/PM

Client Sample # (s): 1A - 24 **Total # of Samples:** 28

Relinquished (Client): E Bieniek **Date:** 11/11/2016 **Time:** 4:40 pm

Received (Lab): WI **Date:** 11/11/16 **Time:** 4:40

Comments/Special Instructions: Okay to send to other EMSL locations. Point count up to 5 samples; if >5 samples <1%, call for approval. Invoice: [redacted]@braunintertec.com) - same address.

JEN CROFT JCROFT

AN INTERTEC
The Science You Build On.

7999

Table II. Bulk Asbestos Analytical Results

Client:
Location: 6901 HWY 10, ANOKA, MN
Date of Inspection: 11/11/16
Project: B1610732.00

Sample No.	Sample Location			Material	Asbestos Content (%)[1]
1A	EXTERIOR	EAST SIDE	SOUTH END	STUCCO (GRN, TAN, ORANGE, RED)	
1B		NORTH SIDE	ABOVE GARAGES		
1C		WEST SIDE	NORTH END		
1D			MIDDLE		
1E			SOUTH END		
2		EAST SIDE	SE CORNER	BRICK & MORTAR	
3			SOUTH END	CAULK (GRAY) - VERT. WALL EXP. JOINTS	
4				CAULK (TAN) - HORIZONTAL WALL EXP. JOINTS	
5			NORTH END	CAULK (BRN) - WINDOW FRAMES	
6		WEST SIDE		CAULK (TAN/ORANGE) - WALL/WIND./DOOR FRAMES	
7			SOUTH END	CAULK (GRAY/TACKY) - GLASS BLOCK WIND. FRAMES	
8		SOUTH END	BY ENTRANCE	8x8" CONCRETE BLOCKS & MORTAR	
9	KITCHEN	SOUTH END	BY DOOR	SR/JC	
10		BY DRIVE-THRU WIND.	@ FLOOR	CAULK (GRAY, RUBBERY) - CON. FL. EXP. JOINTS	
11		SOUTH END	@ CEILING	2x4' LAY-IN C.P. (WHITE) SR w/ VINYL COVER	
12		EAST SIDE		2x2' LAY-IN C.P. (RED) SR w/ VINYL COVER	
13		SOUTH END		2x2' LAY-IN C.P. (WHITE), HOLES/PINHOLES	
14			@ WALL END	ADHESIVE (TAN) - BEHIND F.G. WALL PANELS	
15			BY DOOR	4" BASEBOARD (GRAY) w/ ADH. (TAN)	
16			@ WIND.	GLAZE (BLACK, RUBBERY) - ON WINDOWS	
17	DINING ROOM	NORTH SIDE	@ FLOOR	[redacted], EPOXY FLOORING (GREEN)	

Sample No.	Sample Location			Material	Asbestos Content (%)[1]
18	DINING ROOM	NORTH SIDE	@ FLOOR	EPOXY FLOORING (GRAY)	
19	WOMENS BATHROOM	MIDDLE	@ CEILING	2x2' LAY-IN CP. (WHITE) SR w/ VINYL COVER	
20	WALK-IN COOLER	@ SOUTH END	ON HVAC DEBRIS	GASKET (WHITE) CLOTH) -HVAC GASKETS	
21	CAR WASH	NORTH END	@ DOOR	CAULK (PURPLE) -DOOR FRAME	
22	↓	↓	@ WIND.	CAULK (GRAY/WHITE) -WIND/DOOR/WALL EXP. JOINTS	
23	↓	SOUTH END	ARM DIR. FRAME	WALL PARTITION PANELING (BROWN)	
24	W. STORAGE ROOM	NORTH SIDE	ON WALL	RED FIRE CAULK	

* Materials containing 1 percent of asbestos or less are not considered to be asbestos-containing materials by the U.S.EPA.

1. Asbestos content is indicated as an approximate percent by area.
2 N.D. = None Detected

BRAUN INTERTEC

Appendix E

Asbestos Inspector Certificate

Certificate No: 5LM11081603IR

Expiration Date: November 8, 2017

This is to certify that

Eric Bieniek

has attended and successfully completed an

ASBESTOS INSPECTOR REFRESHER TRAINING COURSE

permitted by
the State of Minnesota under Minnesota Rules 4620.3702 to 4620.3722
and meets the requirements of
Section 206 of Title II of the Toxic Substances Control Act (TSCA)
conducted by

Lake States Environmental, Ltd.

in

Hudson, WI on November 8, 2016

Examination Date: November 8, 2016



Lake States Environmental, Ltd
P. O. Box 645, Rice Lake, WI 54868
(800) 254-9811

Training Instructor

ATTACHMENT 5

UST Notification of Installation or Change in Status Form, dated march 28, 2017, prepared by Minnesota Pollution Control Agency,
(Includes 3 pages).

Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

UST Notification of Installation or Change in Status Form

Underground Storage Tanks (UST) Program

Installation, New Information, Closure, Tanks, Piping, Dispensers

Doc Type: Permitting Registration Form

Notify the Minnesota Pollution Control Agency (MPCA) **within 30 days after** bringing tank system into use or making a change in status or information. Keep a copy for your records. **Unsigned and incomplete forms will be returned.** Guidance on page 4. **Questions:** Call 651-757-2429 or 1-800-657-3864 during normal business hours.

Use this form for:

- Installation or replacement of tank, piping, or dispensers
- Change in information, such as site name, address, owner, or tank contents
- Change in tank status

MPCA Use Only	
Site #:	
County:	
Date rec'd:	

Ways to notify:

- Fax: 651-297-2343 or 651-205-4593, Attn: Joann Henry
- Mail: Attn: Joann Henry at above address
- E-mail: joann.henry@state.mn.us (form must be signed before scanning and e-mailing)

Site Information

Site name: **Sunfish Express** **Site # (if known):** **123312**

Address: **6401 W Hwy 10**

City: **Ramsey** State: **MN** Zip code: **55303** County: **Anoka**

Contact name: **Imats Pone (Rep for Owner)** Phone: **512-363-6364**

Is this site located on Native American lands? ☐ Yes ☒ No Is this the initial notification for this site? ☐ Yes ☒ No

Type of facility: ☒ Service station ☐ Government ☐ Education ☐ Industry/Factory ☐ Auto dealer ☐ Utility ☐ Bulk plant ☐ Resort ☐ Office building ☐ Other (specify):

Owner Information

Name: Sunfish Express

Address: 6401 W Hwy 10

City: Ramsey State: MN Zip code: 55303

Contact name: Imats Pone (Rep for Owner) Phone: 512-363-6364

A. Action (Enter date [MM/DD/YYYY] of action under tank number)

	1. Tank number *See Guidance – page 4*	001	002	003	004
2.	Install new tank				
3.	Install new piping				
4.	Install new tank and piping				
5.	Install new dispenser(s)				
6.	Change site information				
7.	Change owner information				
8.	Change tank information				
9.	Change piping, pump, or dispenser information				
10.	Current tank status *See Guidance – page 4*	Status: Removed Date: 3/13/2017	Status: Removed Date: 3/13/2017	Status: Removed Date: 3/13/2017	Status: Removed Date: 3/13/2017
11.	If tank has been removed, list tank sludge disposal company and Hazardous Waste Generator ID#	Edel Oil Service EPA-MND-985-742-774	Edel Oil Service EPA-MND-985-742-774	Edel Oil Service EPA-MND-985-742-774	Edel Oil Service EPA-MND-985-742-774

B. Tank Information

1.	Tank number *See Guidance – page 4*	001	**002**	**003**	**004**
2.	Capacity	Gallons: 20,000	Gallons: 10,000	Gallons: 10,000	Gallons: 10,000
3.	Stored substance *See Guidance – page 4*	Type: Gasoline, E10 *Specify:*	Type: Gasoline, E10 *Specify:*	Type: Gasoline, E10 *Specify:*	Type: Diesel, Petroleum *Specify:*
4.	Compartmental tank only *See Guidance – page 4*				
	Compartment 1	Gallons: Type: *Specify:*	Gallons: Type: *Specify:*	Gallons: Type: *Specify:*	Gallons: Type: *Specify:*
	Compartment 2	Gallons: Type: *Specify:*	Gallons: Type: *Specify:*	Gallons: Type: *Specify:*	Gallons: Type: *Specify:*
	Compartment 3	Gallons: Type: *Specify:*	Gallons: Type: *Specify:*	Gallons: Type: *Specify:*	Gallons: Type: *Specify:*
5.	Special use (check either or both if applicable)	☐ Heating ☐ Generator fuel	☐ Heating ☐ Generator fuel	☐ Heating ☐ Generator fuel	☐ Heating ☐ Generator fuel
6.	Tank type *See Guidance – page 4*	Type: Figerglass,DW *Specify:*	Type: Figerglass,DW *Specify:*	Type: Figerglass,DW *Specify:*	Type: Figerglass,DW *Specify:*
7.	Tank corrosion protection *See Guidance – page 4*				
8.	Fill pipe spill containment (spill bucket)	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.	Overfill prevention type *See Guidance – page 4*				
10.	Stage 1 vapor recovery for gasoline tanks	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
11.	Primary method of tank release detection *See Guidance – page 4*				

C. Piping, Pump, and Dispenser Information:

1.	Tank number *See Guidance – page 4*	001	**002**	**003**	**004**
2.	Piping type *See Guidance – page 4*	Type: Flex nonmetallic,DW *Specify:*	Type: Flex nonmetallic,DW *Specify:*	Type: Flex nonmetallic,DW *Specify:*	Type: Flex nonmetallic,DW *Specify:*
3.	Piping corrosion protection *See Guidance – page 4*				
4.	Primary method of piping release detection *See Guidance – page 4*				
5.	Dispensing type *See Guidance – page 4*				
6.	Submersible pump containment *See Guidance – page 4*	Type: *Specify:*	Type: *Specify:*	Type: *Specify:*	Type: *Specify:*
7.	How many dispensers serve this tank?				
8.	Dispenser containment *See Guidance – page 4*	Type: *Specify:*	Type: *Specify:*	Type: *Specify:*	Type: *Specify:*

Comments:

Certification:

Tank Owner

I certify that the information submitted is accurate and complete to the best of my knowledge; that installation of tanks, piping, and dispensers is according to Minn. R. ch. 7150.0100 and 7150.0205, including secondary containment of new and replacement tanks, piping, and dispensers; and that all tanks and piping have release detection according to Minn. R. ch. 7150. 0300 to 7150.0340. (For owners purchasing tanks after March 1, 2008, only) I certify that all tank operators, including lessees, have read this chapter and have sufficient knowledge in the operation and maintenance of underground storage tank systems.

Name of owner or
owner's authorized representative (print): _____

Title: _____ Date: _____

Signature: _____

Tank Contractor

I certify that all work was performed as specified by the manufacturer's instructions; that all work was performed according to the applicable codes of practice in Minn. R. ch. 7150.0205; that all work was performed according to applicable state and federal regulations, including this chapter; and that I am in compliance with contractor certification requirements imposed by Minn. R. ch. 7105.

Licensed tank supervisor
on site during tank work (print): Ryan Smith

Title: Petroleum Installer Date: 3/28/17

Signature: Ryan Smith MPCA Supervisor #: 1165

Licensed Tank contractor or
authorized representative (print): Pump & Meter Service, Inc. Cheryl Hein

Title: Construction Coordinator Date: 3/28/17

Signature: Cheryl Hein MPCA Contractor #: 607

Site Assessor/Sampler

Minn. R. ch. 7150.0420 requires a site assessment be conducted at the removal of regulated USTs, at the closure in place of regulated USTs, and if the product stored in the UST is changed from a regulated to non-regulated substance. Please complete the following information to identify who conducted the site assessment. ***State Duty Officer: 1-800-422-0798*** *or* ***651-649-5451****.*

Print name: Imants Pone Title: Project Scientist

Date: 3-29-17

Company name: Braun Intertec Corporation

Mailing address: 11001 Hampshire Avenue S.

City: Minneapolis State: MN Zip code: 55438

Contact name: 952-995-2665 E-mail address: ipone@braunintertec.com

ATTACHMENT 6

City of Ramsey Demolition Procedure and Permit Application
(Includes 3 pages)

7550 Sunwood Drive NW
Ramsey, Minnesota 55303
City Hall: 763-427-1410
Building and Inspections: 763-433-9850
Fax: 763-433-9848
www.cityoframsey.com/permits
permits@cityoframsey.com

Demolition Procedure

Documents Required

- Permit Application – Form Provided by the City
- City License required for commercial projects- form provided by the City
- Site Plan, Identifying the Structures to be removed/demolished
- MPCA Notice of Intent to Perform a Demolition, evidence of filing with the MPCA
- Septic Tank/System Abandonment, if applicable – MPCA Form Provided by the City
- Copy of Asbestos Survey
- Well Capped/Sealed Documentation
- Underground Fuel Storage Tank Abandonment, if applicable

Inspections Required

- PLEASE NOTE: The Minnesota Pollution Control Agency (MPCA) requires a 10-day waiting period from the date of submittal of Notice of Intent to Perform Demolition to the MPCA before any demolition can occur.
- Site Inspection: Performed by Building Inspector, to verify utilities have been disconnected, and job site safety.
- Site Inspection: Performed by Engineering Inspector, to verify erosion control has been established in the areas identified by engineering staff.
- Final Inspection: Performed by Building Inspector, to verify all debris removed from site.
- Final Inspection: Performed by Engineering Inspector, to verify final grade and final erosion control measures.

Fees

- Permit Fee $103.00
- Erosion Control Escrow $1,500.00

Permanent Erosion Control Establishment

- The site must be restored per stormwater with permanent vegetation. Please connect with the City's Engineering Division for current requirements.

PERMIT APPLICATION

Permit #:

7550 Sunwood Drive NW
Ramsey, Minnesota 55303
City Hall: 763-427-1410
Building and Inspections: 763-433-9850
Fax: 763-433-9848
www.cityoframsey.com/permits
permits@cityoframsey.com

☐ Building	☐ Plumbing	☐ Heating/Mechanical	☐ Zoning
☐ Water/Sewer	☐ Private Septic	☐ Grading	☐ Sign

Site Information

Site Address			
PID #		**Year Built**	
Legal Description			

Contractor Information

Contractor			
Address		**City, State ZIP**	
Phone		**Email**	
State License #		**Lead Cert. # & Date**	

Owner Information

Owner	City of Ramsey		
Address	7550 Sunwood Drive	**City, State ZIP**	Ramsey, MN 55303
Phone	763-427-1410	**Email**	pbrama@cityoframsey.com

Contact	Patrick Brama	**Contact Phone**	763-433-9668

Description of Work	Demolition of existing buildings, parking lot, concrete sidewalks, and other site improvements.

Valuation (including labor):_____

Does this plan qualify for *SS*1300.0160_____ Yes _____ No If yes, the master plan number is _____

The undersigned acknowledges that he/she has read this application and the above information is correct and accurate. Applicant also understands by signing this application that he/she could be held responsible as representative of this project for any violation of compliance with all applicable laws and ordinances of the City of Ramsey.

_____ _____

Signature of Applicant or Authorized Agent **Date**

Notice: This is an **application only.** Permit will be issued after City approval and payment of fees

Building Permit Number_____

BUILDING PERMIT APPLICANT: PROPERTY OWNER

I understand that the State of Minnesota requires that all residential building contractors, remodelers and roofers obtain a state license unless they qualify for a specific exemption from the licensing requirements. By signing this document, I attest to the fact that I am the property owner and I am performing this work myself. I hereby claim to be exempt from the state licensing requirements because I am not in the business of building on speculation or for resale and that the house for which I am applying for this permit, located at:

Address_____

This is the first residential structure I have built or improved in the past 24 months. I also acknowledge that because I do not have a state license, I forfeit any mechanic's lien rights to which I may otherwise have been entitled under Minnesota Statute 514.01.

Furthermore, I acknowledge that I may be hiring independent contractors to perform certain aspects of the construction or improvement of this house, and I understand that some of these contractors may be required to be licensed by the State of Minnesota (or the City of Ramsey). I understand that unlicensed residential contracting; remodeling, and/or roofing activity is a misdemeanor under Minnesota Statutes 326B.845 Sub. Div. 1 and 2, and that I would forfeit my rights to reimbursement from the Contractor's Recovery Fund in the event that any contractors I hire are unlicensed.

I also acknowledge that by signing for the permit, I am solely and personally responsible for any violations of the state building code and/or city ordinance in connection with the work performed on this property.

_____

Signature of Property Owner

_____

Date

To determine whether a particular contractor is required to be licensed, or to check on licensing status of individual contractors, please call the Minnesota Department of Labor And Industry, Enforcement Division, at 651-284-5065, or toll-free at 1-800-657-3944 or the City of Ramsey at (763) 433-9850. You can also check for licensure at https://secure.doli.state.mn.us/lookup/licensing.aspx

**************************************FOR OFFICE USE ONLY**************************************

Engineering		Date		Construction Type	
Planning		Date		Occupancy Classification	
Building		Date		Special Conditions	
Septic		Date		Environmental	
Fire		Date		**Total**	

ATTACHMENT 7

City of Ramsey Application for Contractor's License
(Includes 4 pages)

CITY OF RAMSEY
APPLICATION FOR CONTRACTOR'S LICENSE
2016

1) FULL Name of Business: _____

2) List ALL types of Contracting: _____

3) Business Address: _____
(Street, Box, Route) (City) (State) (ZIP)

4) Business Phone Number(s): _____
(Office) (Fax) (Cell)

5) **Business Email Address**: _____

5) Applicant: _____
(Last Name) (First Name) (Middle Name)

6) Applicant's Position with Company: _____

7) Applicant's Address: _____
(Street, Box, Route) (City) (State) (ZIP)

8) Other communities where licenses are held or work has been performed:

_____

9) Have you been licensed in the City of Ramsey before? Yes:____ No:____

10) Do you reside in Ramsey and have your home as a base for your business? Yes:_____ No:____

If yes, what is the present zoning of the property? _____

If you reside within the city limits of Ramsey and your principal place of business is at your home, you may be subject to certain zoning regulations and you may have to apply for a conditional use permit.

11) Number of employees: _____.

12) In order to be approved for a contractor's license in the city of Ramsey, you must provide the following:

- Public liability insurance certificate of $100,000 per person, $300,000 per accident for bodily injury, and $100,000 for property damage.
- Certificate of Workers' Compensation insurance, if applicable.
- A COPY of any State Issued Bond(s), if applicable.
- $50 license fee.

This license will expire on December 31, 2016. No permits or inspections will be issued until your license is current.

Return this completed application along with $50.00 License Fee to:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Fax: 763-433-9848
Phone: 763-433-9833
Email: khauan@ci.ramsey.mn.us

Make check payable to the "City of Ramsey".

13) Please fill out **COMPLETELY** the attached forms that are required for the Minnesota Department of Revenue and Department of Labor and Industry. Some of this information may be repetitive, but it is required by Minnesota Statute Sections 270.72 and 176.182. Applications will not be accepted until these forms are filled out completely.

14) The undersigned applicant makes this application pursuant to all the laws of the City of Ramsey, Anoka County, State of Minnesota and such rules and regulations as the City Council of the City of Ramsey may from time to time prescribe.

Applicant's Signature: _____

Date: _____

This license will take effect as early as January 1, 2016 and will expire on December 31, 2016. The license fee of $50.00 must be paid at the time of application.

DO NOT WRITE BELOW THIS LINE - FOR CITY USE ONLY

Received on _____

Receipt # _____

Approved on _____

Zoning Approval _____

Comments:

Form SP:CI
LICENSE APPLICANT:

Pursuant to Minnesota Statute 270.72 Tax Clearance; Issuance of Licenses, the licensing authority is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security Number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we are required to advise you of the following regarding the use of this information:

1. This information may be used to deny the issuance, renewal, or transfer of your license in the event you owe the Minnesota Department of Revenue delinquent taxes, penalties, or interest.
2. Upon receiving this information, the licensing authority will supply it only to the Minnesota Department of Revenue. However, under the Federal Exchange of Information Agreement the Department of Revenue may supply this information to the Internal Revenue Service.
3. Failure to supply this information may jeopardize or delay the processing of your licensing issuance or renewal application.

Please supply the following information and return along with your application to the agency issuing the license. **DO NOT RETURN TO THE DEPARTMENT OF REVENUE.**

License being applied for or renewed: Contractor

Licensing Authority: City of Ramsey
(Name of City, County, or State Agency issuing License)

License Renewal Date: January 1, 2016

PERSONAL INFORMATION (if applicable):

Applicant's Name: _____

Applicant's Address: _____

_____
City State ZIP

Social Security Number: _____

BUSINESS INFORMATION (if applicable):
Business Name: _____

Business Address: _____

_____
City State ZIP

Minnesota Tax Identification No.: _____

Federal Tax Identification No.: _____

If a Minnesota Tax Identification number is not required, please explain on the reverse side.

_____
Signature Position (Officer, Partner, etc.) Date

CERTIFICATION OF COMPLIANCE
MINNESOTA WORKERS' COMPENSATION LAW

Minnesota Statute, Section 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business or engage in an activity in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of MSS Chapter 176. The information required is: The name of the insurance company, the policy number, and dates of coverage or the permit to self-insure. This information will be collected by the licensing agency and retained in their files.

This information is required by law, and licenses, and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. Furthermore, if this information is not provided or falsely stated, it may result in a $1,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: _____
(NOT the insurance agent)

Policy Number: _____

Dates of Coverage: _____

(or)

I am not required to have workers' compensation liability coverage because:

( ) I have no employees covered by the law.

( ) I am self-insured (include permit to self-insure)

( ) I have no employees who are covered by the workers' compensation law (these include: Spouse, Parents, Children, and certain farm employees).

Name: _____
(Last, First, Middle)

Doing Business As: _____
(Business Name if different than your name)

Business Address: _____

City, State, ZIP: _____ Phone: (____) _____

_____ Date: _____
(Signature)

ATTACHMENT 8

MPCA Notice of Intent to Perform a Demolition
(Includes 2 pages).

Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

Notification of Intent to Perform a Demolition

Asbestos Program

Doc Type: Asbestos & Demolition/Amendments

Type of notification: ☐ Original ☐ Amended ☐ Project cancellation

Notification must be postmarked or received ten (10) working days before demolition begins. See Item 5 for emergency demolitions. Both start and end dates should be amended in writing as necessary to reflect current project dates.

Demolition Contractor

Name: _____

Address: _____

City, State, Zip: _____

Phone number: _____

Contact name: _____

Phone number: _____

Building Owner

Name: _____

Address: _____

City, State, Zip: _____

Phone number: _____

Contact name: _____

Phone number: _____

Building Information

Building name: _____

Address/Location: _____

City, State, Zip: _____

County: _____

Phone number: _____

Age of bldg (yrs): _____ Size of bldg (sq ft): _____

Number of floors, including basement level(s): _____

Present use of bldg: _____

Prior use of bldg: _____

Dates of demolition or intentional burning:

Start date: _____ *mm/dd/yy* End date: _____ *mm/dd/yy*

Note: If there is >260 linear feet or >160 square feet of Regulated Asbestos-Containing Material (RACM) in the building to be demolished, it must be removed by a licensed asbestos contractor prior to demolition. The State of MN-Notice of Intent to Perform an Asbestos Abatement Project http://www.pca.state.mn.us/publications/w-sw4-06.doc must be used to notify for the asbestos removal.

Is nonfriable ACM present in the structure to be demolished? ☐ Yes ☐ No

Will nonfriable ACM be present in the structure at the time of demolition? ☐ Yes ☐ No

If **Yes** to both questions above, complete Items 1-9. If **No** to either question, complete Items 3-9.

1. If ACM will be left in place for the demolition indicate the amount of Category I and/or Category II nonfriable ACM left in place.

Category I: _____ Linear feet
_____ Square feet
_____ Cubic feet

Category I nonfriable ACM means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than one percent asbestos.

Category I nonfriable ACM is not allowed to remain in place for demolition if it is in poor condition.

Category II: _____ Linear feet
_____ Square feet
_____ Cubic feet

Category II nonfriable ACM means any material, excluding Category I nonfriable ACM, containing more than one percent Asbestos that, when dry, cannot be crumbled, pulverized, or reduced to a powder by hand pressure.

Category II nonfriable ACM is not allowed to remain in place for demolition if it has a high probability of becoming crumbled, pulverized, or reduced to a powder during demolition, transport, or disposal (e.g., transite, cement, slate roofing).

2. **Description and location of ACM remaining in place (including number of floors and rooms):**

3. **Company and/or individual that conducted the building inspection and the procedure used to determine the presence or absence of ACM** (including analytic method): ***(Note:** Prior to demolition all structures must be inspected by a licensed asbestos inspector who has been certified through the Minnesota Department of Health.)*

4. **Description of planned demolition and the specific method(s) that will be used:**

5. **If the demolition was ordered by a government agency, please identify the agency and attach a copy of the order:**

   Name: _____ Title: _____

   Authority: _____

   Date of order (mm/dd/yy): _____ Start date (mm/dd/yy): _____

   *Notification for an emergency demolition must be submitted as early as possible before demolition begins, but not later than the following working day. A demolition is considered an emergency **only** when the facility has been deemed structurally unsound and in danger of imminent collapse. If the structurally unsound building is known to contain any regulated ACM or is suspected to contain any regulated ACM, special procedures **must** be followed. If you are unaware of the special procedures, instructions/ regulations can be obtained by contacting the Minnesota Pollution Control Agency (MPCA) at the address or phone number listed below.*

6. **Description of procedure to be followed in the event that unexpected RACM is found or Category II nonfriable ACM becomes crumbled, pulverized or reduced to powder:**

7. **Demolition waste transporter(s) information:**

   Transporter name: _____

   Contact name: _____

   Tranporter address: _____

   City, State, Zip: _____

   Phone number: _____

8. **Demolition waste disposal information:** *see below for more information

   Landfill name: _____

   Owner/Operator: _____

   Address/Location: _____

   City, State, Zip: _____

   Phone number: _____

9. **I certify that the above information is correct and I am a bonafide representative of the demolition contractor or building owner and have authority to enter into agreements for my employer.**

   Print name: _____ Title: _____

   Signature: _____ Date: _____

Important Note:

Ensure you are in compliance with Minn. R. 7035.0805 prior to the commencement of renovation/demolition. This rule requires that the following items be removed two days prior to demolition: mixed municipal solid waste; household hazardous waste; industrial or hazardous waste; waste tires; major appliances; items containing elemental mercury, Poly-Chlorinated BiPhenyls (PCBs), and chlorofluorocarbons (CFCs); oil; lead; electronics; and other prohibited items. See MPCA website at http://www.pca.state.mn.us/publications/w-sw4-20.pdf for a *Pre-Renovation/Demolition Environmental Checklist Guidance Document* to assist with completion of this rule.

*Demolition waste must be disposed of at a permitted solid waste facility. For other disposal option please contact the regional MPCA solid waste compliance/enforcement staff with any questions.

Submit to: Minnesota Pollution Control Agency
Industrial Division – Asbestos Program
520 Lafayette Road North
St. Paul, MN 55155-4194

E-mail: **asbestos.demolition.pca@state.mn.us**

Questions call: 651-296-6300 or 1-800-657-3864

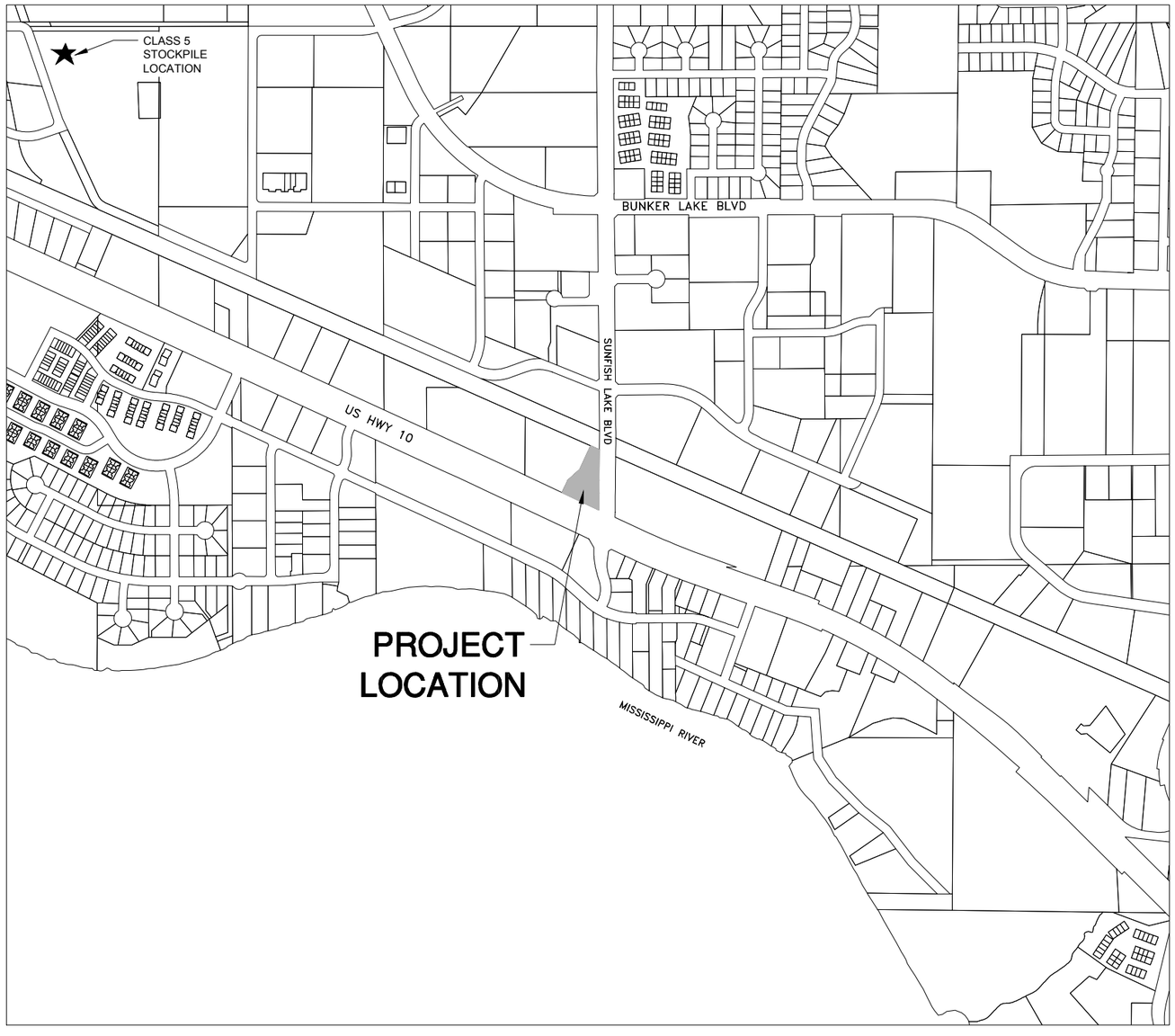
Fax: 651-297-1438

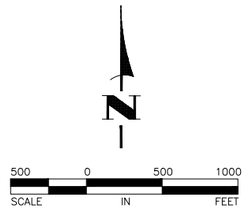
ATTACHMENT 9

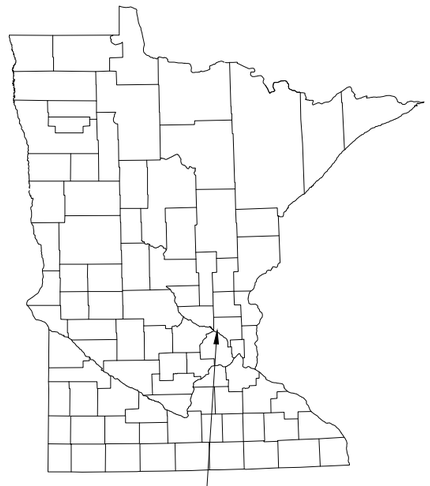
Construction Plans
(Includes 5 sheets)

SUNFISH LAKE GAS STATION DEMOLITION PROJECT

PLANS FOR DEMOLITION AND REMOVAL OF BUILDINGS, BITUMINOUS PAVEMENT, CONCRETE CURB & GUTTER, CONCRETE SIDEWALK, AND OTHER SITE IMPROVEMENTS CITY OF RAMSEY, MINNESOTA







CITY OF RAMSEY,
ANOKA COUNTY,
MINNESOTA

GOVERNING SPECIFICATIONS

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 THE SUNFISH LAKE GAS STATION DEMOLITION PROJECT.

SHEET INDEX

THIS PLAN CONTAINS 5 SHEETS

SHEET NO.	DESCRIPTION
1	TITLE
2	EXISTING CONDITIONS & REMOVALS PLAN
3	EROSION CONTROL PLAN
4	RESTORATION PLAN
5	TRAFFIC CONTROL PLAN

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.

43381 DATE 8/25/17
LIC. NO.

SHANE NELSON, P.E.
HAKANSON ANDERSON
DESIGN ENGINEER

DATE	REVISION
9/11/17	CITY COMMENTS
9/21/17	CITY COMMENTS

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

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

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REFERENCE NOTES:
1. REMOVE WATER & SEWER SERVICES TO MAIN (MANHOLE).
2. PROTECT EXISTING HYDRANT TO REMAIN.
3. PROTECT EXISTING MANHOLE TO REMAIN.
4. REMOVAL OF ROOF CANOPY SHALL INCLUDE ALL SUPPORT COLUMNS AND FOOTINGS.
5. PROTECT EXISTING PAVEMENT TO REMAIN.
6. REMOVE TREES, BUSHES, ROCKS, AND OTHER LANDSCAPING.
7. REMOVE ALL CONDUIT AND WIRE FROM BUILDING TO PUMP BAYS.
8. REMOVE CONCRETE PAD. COORDINATE REMOVAL OF ELECTRIC TRANSFORMER WITH UTILITY OWNER.
9. COORDINATE REMOVAL OF COMMUNICATION PEDESTAL WITH UTILITY OWNER.
10. COORDINATE REMOVAL OF GAS METER AND PIPING WITH UTILITY OWNER.
11. CAP STORM SEWER.

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LEGEND
- REMOVE BITUMINOUS PAVEMENT
- REMOVE CONCRETE PAVEMENT
- REMOVE BUILDING
- REMOVE CURB / UTILITY
- FULL DEPTH SAWCUT
- 861 EXISTING CONTOUR
- ROOF/CANOPY COLUMNS
- P-BUR UNDERGROUND ELECTRIC
- T-BUR UNDERGROUND TELEPHONE
- UNDERGROUND GAS
- EXISTING WATERMAIN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER

US HWY 10

REMOVE BOLLARD (3)
REMOVE 637 SF CONCRETE PAVEMENT
REMOVE MENU BOARD AND WOOD PRIVACY FENCE
REMOVE BOLLARD (2)
REMOVE 106 SF CONCRETE WALK
REMOVE 402LF CONCRETE CURB & GUTTER
REMOVE BOLLARD
SAWCUT 157LF BITUMINOUS PAVEMENT
REMOVE 90 SY BITUMINOUS PAVEMENT
REMOVE 48LF CONCRETE CURB & GUTTER
REMOVE 73 SF CONCRETE PAVEMENT
REMOVE 40 SF CONCRETE WALK
REMOVE 64LF CONCRETE CURB & GUTTER
REMOVE 380 SF CONCRETE PAVEMENT
REMOVE BOLLARD
REMOVE 12LF CONCRETE CURB & GUTTER
SAWCUT 54LF BITUMINOUS PAVEMENT
REMOVE 98LF CONCRETE CURB & GUTTER
REMOVE 132 SF CONCRETE BLOCK VACUUM STATION FOUNDATIONS
REMOVE 1,050 SF CONCRETE PAVEMENT
REMOVE BUILDING 8,930 SF
REMOVE 455 SF CONCRETE WALK
REMOVE BOLLARD (5)
REMOVE BOLLARD (2)
REMOVE 5,125 SF CONCRETE PAVEMENT
REMOVE 494 SF CONCRETE PAVEMENT
REMOVE LIGHTED MONUMENT POSTS, FOUNDATIONS, AND 3'x3' CONCRETE SLAB
REMOVE 5,425 SF ROOF CANOPY ④
REMOVE BLOCK/BRICK STRUCTURE
SAWCUT 132LF BITUMINOUS PAVEMENT
REMOVE 110 SY BITUMINOUS PAVEMENT
REMOVE MONUMENT SIGN BLOCK/BRICK FOUNDATION
PROTECT EXISTING FLAGPOLE
SUNFISH LAKE BLVD

GENERAL NOTES:
1. CONTRACTOR SHALL SECURE ALL FEDERAL, STATE, AND LOCAL PERMITS FOR THE PROJECT PRIOR TO COMMENCING DEMOLITION WORK.
2. CONTRACTOR MUST OBTAIN A CONTRACTORS LICENSE FROM THE CITY OF RAMSEY.
3. CONTRACTOR SHALL COMPLETELY REMOVE STRUCTURES NOTED ON PLANS AND DISPOSE OF OFF-SITE ACCORDING TO FEDERAL, STATE, AND LOCAL REGULATIONS.
4. CONTRACTOR SHALL STAGE REMOVALS TO MINIMIZE VEHICLE TRACKING OFF-SITE BY LEAVING PAVEMENTS IN PLACE UNTIL BUILDING DEMOLITION AND REMOVAL IS COMPLETE.
5. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING PAVEMENT AND CURB NOT NOTED FOR REMOVAL.
6. ALL DEMOLISHED MATERIALS MUST BE REMOVED FROM THE SITE. ON-SITE CRUSHING IS NOT ALLOWED.
7. CONTRACTOR SHALL REMOVE ALL INTERIOR BUILDING COMPONENTS, LOOSE MATERIALS, AND GARBAGE.
8. QUANTITIES SHOWN ARE FOR CONTRACTORS INFORMATION ONLY AND DO NOT REPRESENT SEPARATE PAY ITEMS. IT IS THE CONTRACTORS RESPONSIBILITY TO VERIFY ALL QUANTITIES AND DIMENSIONS FOR ITEMS INCLUDED IN "BUILDING DEMOLITION AND REMOVAL" LUMP SUM BID ITEM.

DATE	REVISION
9/11/17	CITY COMMENTS
9/21/17	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.
SHANE M. NELSON, P.E.
Date 8/21/17 Lic. No. 43381

DESIGNED BY: AMT
DRAWN BY: AMT
CHECKED BY: SMN

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

SUNFISH LAKE GAS STATION DEMOLOITION PROJECT

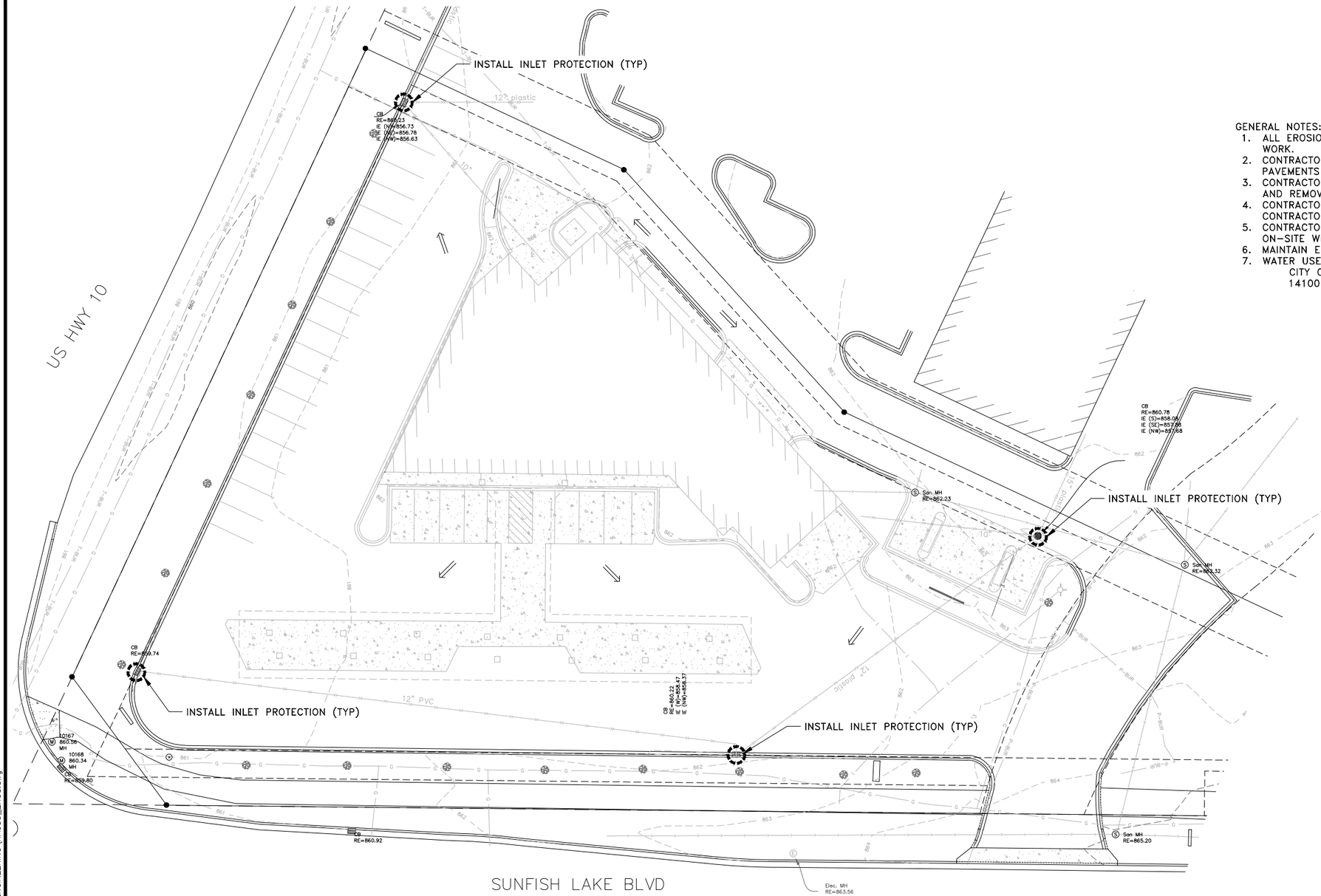
REMOVALS PLAN

CITY OF RAMSEY, MN

SHEET 2 OF 5 SHEETS

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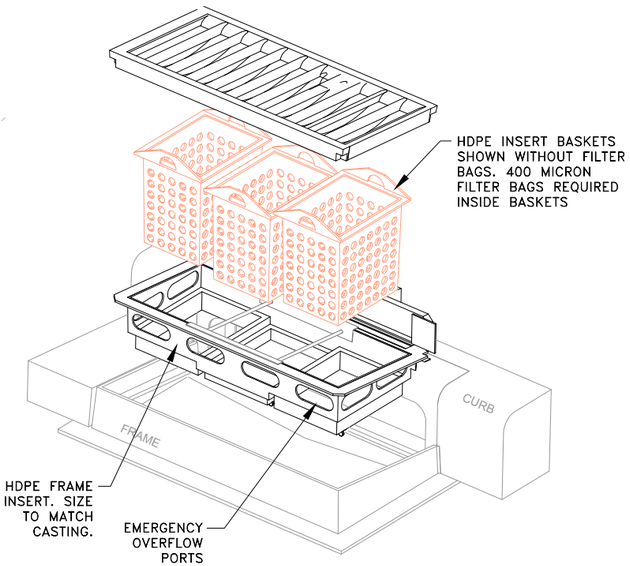
885 EXISTING CONTOUR

INLET PROTECTION

DRAINAGE ARROW

GENERAL NOTES:

1. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE PRIOR TO COMMENCING WORK.
2. CONTRACTOR SHALL STAGE REMOVALS TO MINIMIZE VEHICLE TRACKING OFF-SITE BY LEAVING PAVEMENTS IN PLACE UNTIL BUILDING DEMO AND REMOVAL IS COMPLETE.
3. CONTRACTOR SHALL UTILIZE WATER FOR DUST CONTROL AS NECESSARY DURING ALL DEMOLITION AND REMOVAL ACTIVITIES. WATER FOR DUST CONTROL SHALL BE INCIDENTAL.
4. CONTRACTOR SHALL KEEP NEIGHBORING PAVEMENT AND STREETS CLEAN OF DIRT AND DEBRIS. CONTRACTOR SHALL SWEEP PAVEMENT DAILY.
5. CONTRACTOR MUST HAVE A PICK-UP SWEEPER ON-SITE OR HAVE THE ABILITY TO HAVE ONE ON-SITE WITHIN 3 HOURS.
6. MAINTAIN EROSION CONTROL MEASURES UNTIL SITE HAS BEEN RESTORED.
7. WATER USED FOR DUST CONTROL MAY BE OBTAINED FROM:
   CITY OF RAMSEY PUBLIC WORKS
   14100 JASPER STREET



INLET PROTECTION
NO SCALE

DATE	REVISION
9/11/17	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.

SHANE M. NELSON, P.E.
Date 8/25/17 Lic. No. 43381

DESIGNED BY: AMT
DRAWN BY: AMT
CHECKED BY: SMN

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SUNFISH LAKE GAS STATION DEMOLOITION PROJECT

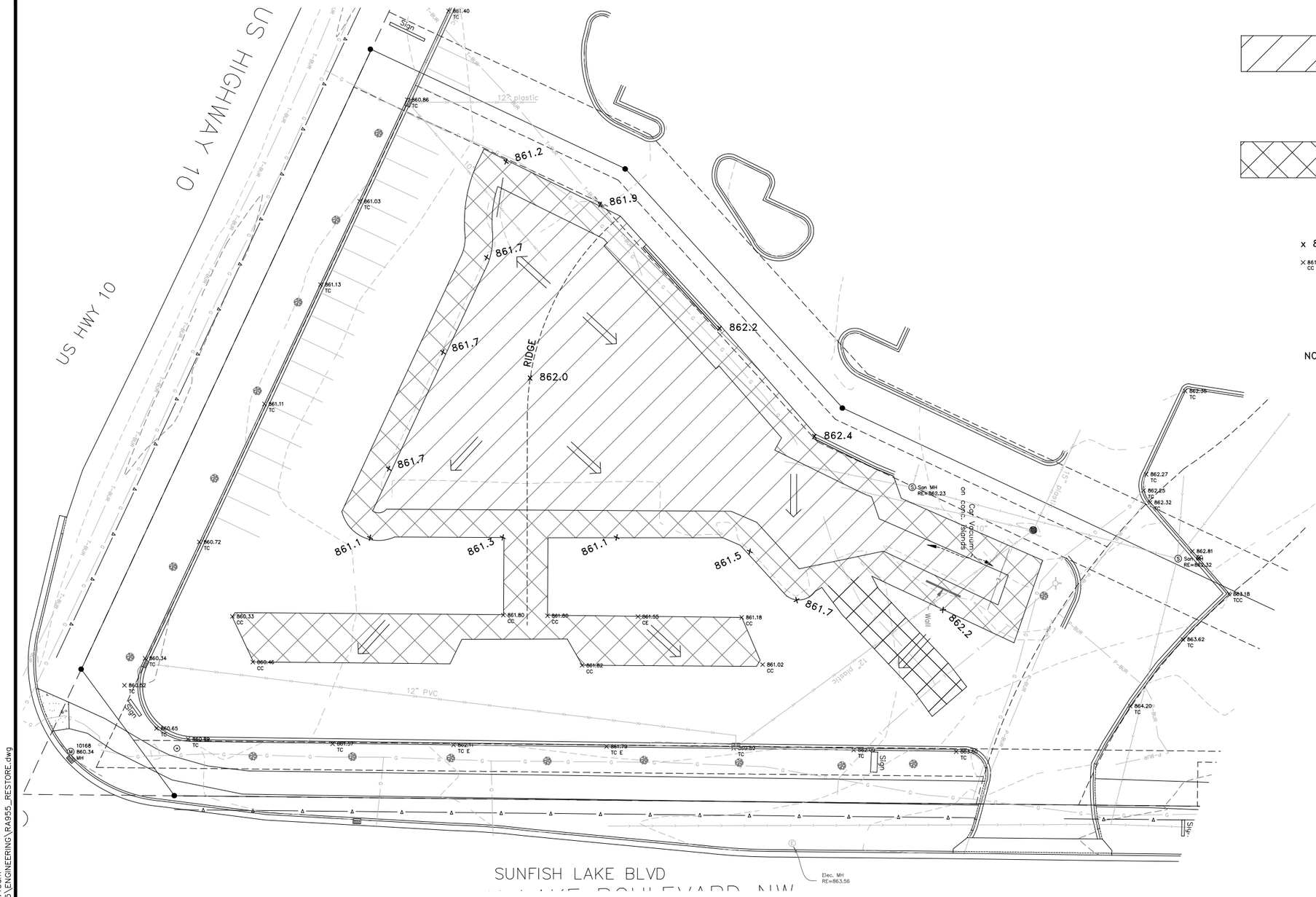
EROSION CONTROL PLAN

CITY OF RAMSEY, MN

SHEET 3 OF 5 SHEETS

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LEGEND

UPON REMOVAL OF BUILDING AND FOUNDATIONS, GRADE SUBGRADE TO 9" BELOW ADJACENT PAVEMENT. EXCESS SUITABLE SUBGRADE MATERIAL SHALL BE GRADED TOWARDS CENTER OF EXCAVATION AND COMPACTED TO 100% STANDARD PROCTOR DENSITY. PLACE 6" CLASS V GRAVEL OVER PREPARED SUBGRADE AND COMPACT TO 100% STANDARD PROCTOR.

PROVIDE 10' TRANSITION "RAMP" FROM EDGE OF EXISTING PAVEMENTS USING CLASS V GRAVEL. PLACE 9" OF COMPACTED CLASS V GRAVEL OVER COMPACTED SUBGRADE IN AREA OF FUEL ISLANDS AND CONCRETE PAVEMENT EAST OF BUILDING EXCAVATION.

x 862.0 PROPOSED ELEVATION

x 861.02 CC EXISTING SPOT ELEVATION

NOTE: CONTRACTOR MUST LOAD AND HAUL AGGREGATE SURFACING CLASS 5 MODIFIED MATERIAL FROM CITY-OWNED STOCKPILE LOCATED IN THE SOUTHEAST QUADRANT OF 143RD AVENUE AND JASPER STREET AS SHOWN ON TITLE SHEET.

DATE	REVISION
9/11/17	CITY COMMENTS
9/21/17	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.

SHANE M. NELSON, P.E.
Date 8/25/17 Lic. No. 43381

DESIGNED BY: AMT
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SUNFISH LAKE GAS STATION
DEMOLOITION PROJECT

RESTORATION PLAN

CITY OF RAMSEY, MN

SHEET 4 OF 5 SHEETS

RA955

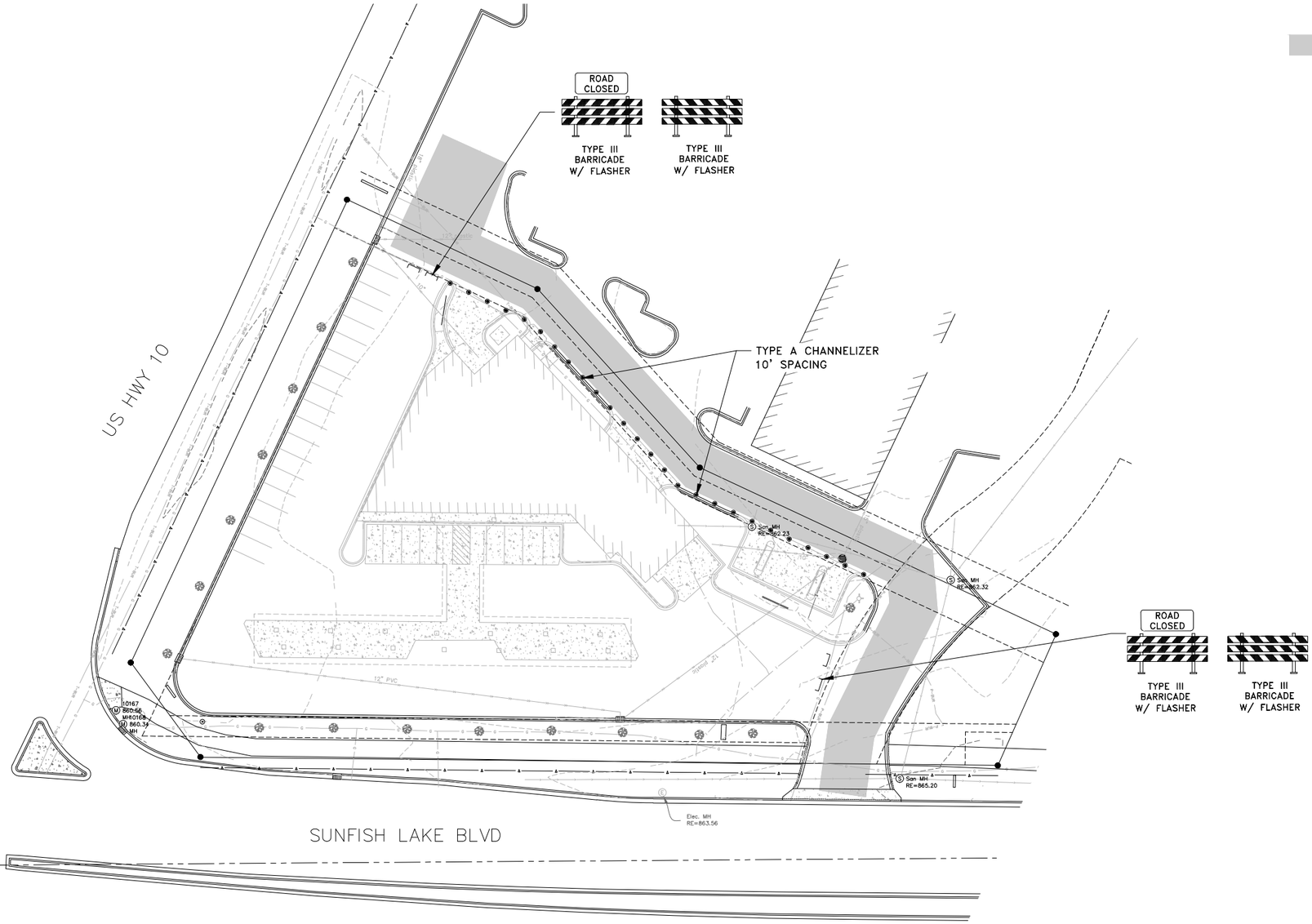
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LEGEND

LOCAL ACCESS TO BE MAINTAINED AT ALL TIMES.
DO NOT RESTRICT LANES.

TYPE A CHANNELIZER



DATE	REVISION

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

SHANE M. NELSON, P.E.
Date 9/11/17 Lic. No. 43381

DESIGNED BY: AMT
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CHECKED BY: SMN

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

SUNFISH LAKE GAS STATION
DEMOLOITION PROJECT

TRAFFIC CONTROL PLAN

CITY OF RAMSEY, MN

SHEET 5 OF 5 SHEETS

RA955

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

CC Regular Session **7. 9.**

Meeting Date: 09/13/2016

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Approve Right-Of-Way Acquisition Loan Fund (RALF) Application: Case of 6401 Highway 10

Purpose/Background:

PURPOSE

(1) consider the attached concept application for the Metropolitan Council Right-Of-Way Acquisition Loan Fund (RALF). NOTE: once all documentation can be obtained (appraisals, ESAs, etc.), staff will bring back this case/ application for formal adoption/ authorization.

(2) consider authorizing staff to complete the attached work order, not-to-exceed $54,500.

BACKGROUND

RALF Program

Land needed for future Highway 10 right-of-way can be lost to development (or redevelopment) because MnDOT is unable to purchase highway right-of-way until the time a road is programmed for actual construction. To address this, the 1982 Minnesota legislature established a revolving loan fund program to acquire undeveloped (or underdeveloped) property located within an officially-mapped metropolitan highway right-of-way that is threatened by development (or redevelopment).

In 2010 the Metropolitan Council suspended its 30-year old RALF program to assess its financial effectiveness, ensure that loans being made are consistent with the TPP, and determine what changes, if any, should be made to the program. The Metropolitan Council reinstated the program in 2014 with stricter eligibility requirements. Since then, however, the Metropolitan Council has not made any loans to the City of Ramsey (or any other city). The current balance of RALF is $14.3M.

The Metropolitan Council recently reconsidered their new program criteria, and made an adjustment. As of August 12, 2016 the Metropolitan Council will now allow for "commercial hardships" applications. In summary, this means the City of Ramsey can now use the RALF program again--hence, the reason this case is now in-front of the City Council.

Link 1:
http://metrocouncil.org/Transportation/Planning-2/Transit-Plans,-Studies-Reports/Highways-Roads/Right-of-Way-Acquisition-Loan-Fund.aspx

Link 2: http://metrocouncil.org/News-Events/Transportation/Newsletters/Commercial-property-could-be-eligible-under-change.aspx

City of Ramsey use of RALF (old plan)

In the early to mid-2000's the City of Ramsey purchased several properties located along U.S. Highway 10 via the Metropolitan Council Right-Of-Way Acquisition Loan Fund (RALF). These properties were purchased based on the "old" US Highway 10 plan that called for the highway to be completely shifted north, adjacent to the BNSF tracks, throughout the entire city. The City adopted the MnDOT/ Metropolitan required "Official Map" in 2004 to reflect our intention to purchase properties for future Highway 10 improvements.

Highway 10 Access Planning Study (new plan)

In 2014, MnDOT and Anoka County, in cooperation with the Cities of Ramsey and Anoka, conducted the Hwy 10 Access Planning Study to re-examine and identify the ultimate amount of access, types of access, and locations of access to Hwy 10 between the Anoka/Sherburne County line and the Rum River. This study was completed so that high-benefit improvements that are fiscally responsible could be identified so that improvements can be funded, programmed and implemented incrementally to improve the corridor's mobility and safety, for motorists and pedestrians, in a timely manner.

In summary, the new Highway 10 Access Planning Study (Highway 10 plan) does not require Highway 10 to be shifted north to the BNSF rail line throughout Ramsey, and results in a much lower demand for "full" property acquisition (in comparison to the former Highway 10 plan). Subsequently, the new Highway 10 plan reduces the demand on the RALF program. Please see attached maps for visuals/ details.

Link 3: http://www.dot.state.mn.us/metro/projects/hwy10study/

6401 Highway 10

Property was formerly a Shell gas station, which included two sub-lease tenants (Cousins Subs and Taco Johns). All businesses closed in early 2015. Owner listed property with Calhoun Companies previously, and is now listing with Colliers. Due to various local forces (changed access to site, and a low absorption of retail space) the next user for this site will need to convert from a gas station to another use (i.e. office or a different form of retail). The property owner has indicated his priority is to have 6401 Highway 10 sold by the end of 2016, regardless of the buyer.

The property owner is "willing seller" and is willing to sell this property below market value. This property is officially mapped, and is needed for full accusation in the old and new Highway 10 plans. Outside of helping accomplish the US Highway plans, by purchasing this property (and demolishing/ cleaning-up), the City would be able to clean up a blighted property, and improve the visibility of a struggling retail node.

RALF Application, 6401 Highway 10

Please see attached draft application. Staff would like to know if the Council would like to see any changes to this application, or if any concerns with staff's approach exists. Staff indents to complete the attached "work-order" to complete a full/ final application (obtain appraisals, ESAs, pre-demo surveys, etc.).

SIDEBAR: because the RALF program hasn't been used since 2010, the Metropolitan Council would like to use the Ramsey application as the "BETA-Test" to their new review process. Staff will be reviewing our application with Metropolitan Council and MnDOT staff in late-September.

Notification:

NA

Observations/Alternatives:

Please see attached.

Funding Source:

The City's Public Improvement Revolving Fund (i.e. our Road Improvement Fund) will act as the temporary funding source (for the attached work-order). The RALF program will act as the final/ comprehensive funding source (will also pay-back our PIR fund, if we are awarded). This funding method is consistent with past practice for the City of Ramsey.

Recommendation:

Authorize staff to finalize the attached application for use of Metropolitan Council Right-Of-Way Acquisition Loan Fund (RALF); including authorizing staff to complete the attached work order, not-to-exceed $54,500.

NOTE: once all documentation can be obtained (appraisals, ESAs, pre-demo survey, etc.), staff will bring back this case/ application for formal adoption/ authorization by the Council.

Action:

Motion to:

Authorize staff to finalize the attached application for use of Metropolitan Council Right-Of-Way Acquisition Loan Fund (RALF); including authorizing staff to complete the attached work order, not-to-exceed $54,500.

NOTE: once all documentation can be obtained (appraisals, ESAs, pre-demo survey, etc.), staff will bring back this case/ application for formal adoption/ authorization by the Council.

Attachments

RALF Application 6401 Hwy 10 (DRAFT Application) 08302016

Work Order

Comparison Maps (old v new plan)

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	09/08/2016 02:06 PM
Form Started By: Patrick Brama		Started On: 08/30/2016 02:02 PM
Final Approval Date: 09/08/2016		

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CC Regular Session **7. 13.**

Meeting Date: 01/24/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Right-Of-Way Acquisition Loan Fund (RALF) Program: Case of 6401 Highway 10: Consider Purchase Agreement [CASE MAY BE CLOSED TO PUBLIC]

Purpose/Background:

PURPOSE

(1) Previous Case: on 09/13/2016, the Council approved the attached draft application for the Metropolitan Council Right-Of-Way Acquisition Loan Fund (RALF). The Council also authorized staff to complete the due-diligence work outlined in the attached budget, not-to-exceed $54,500.

(2) This Case: the purpose of this case is to consider approving the attached Purchase Agreement. Once approved, staff will enter into an Purchase Agreement with the Seller. Staff will then be in a position to complete the final required due-diligence (i.e. removal of tanks, and Phase II ESA).

(3) Future Case: in future case, once the Phase II ESA (i.e., environmental review) is completed, the Council will be ready to submit a final/ formal application to the Metropolitan Council for RALF funding. NOTE: the Metropolitan Council has previously approved Ramsey's pre-application, and encouraged the City to submit a final application, once due-diligence is completed.

(4) Close purchase agreement**: r**eceive Metropolitan Council funding.

(5) Demolish and clean-up site: site will be ready for U.S. Highway 10 improvements.

BACKGROUND

RALF Program

Land needed for future Highway 10 right-of-way can be lost to development (or redevelopment) because MnDOT is unable to purchase highway right-of-way until the time a road is programmed for actual construction. To address this, the 1982 Minnesota legislature established a revolving loan fund program to acquire undeveloped (or underdeveloped) property located within an officially-mapped metropolitan highway right-of-way that is threatened by development (or redevelopment).

In 2010 the Metropolitan Council suspended its 30-year old RALF program to assess its financial effectiveness, ensure that loans being made are consistent with the TPP, and determine what changes, if any, should be made to the program. The Metropolitan Council reinstated the program in 2014 with stricter eligibility requirements. Since then, however, the Metropolitan Council has not made any loans to the City of Ramsey (or any other city). The current balance of RALF is $14.3M.

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In the early to mid-2000's the City of Ramsey purchased several properties located along U.S. Highway 10 via the Metropolitan Council Right-Of-Way Acquisition Loan Fund (RALF). These properties were purchased based on the "old" US Highway 10 plan that called for the highway to be completely shifted north, adjacent to the BNSF tracks, throughout the entire city. The City adopted the MnDOT/ Metropolitan required "Official Map" in 2004 to reflect our intention to purchase properties for future Highway 10 improvements.

Highway 10 Access Planning Study (new plan)
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In summary, the new Highway 10 Access Planning Study (Highway 10 plan) does not require Highway 10 to be shifted north to the BNSF rail line throughout Ramsey, and results in a much lower demand for "full" property acquisition (in comparison to the former Highway 10 plan). Subsequently, the new Highway 10 plan reduces the demand on the RALF program. Please see attached maps for visuals/ details.
Link: http://www.dot.state.mn.us/metro/projects/hwy10study/

6401 Highway 10
Property was formerly a Shell gas station, which included two sub-lease tenants (Cousins Subs and Taco Johns). All businesses closed in early 2015. Owner listed property with Calhoun Companies previously, and is now listing with Colliers. Due to various local forces (changed access to site, and a low absorption of retail space) the next user for this site will need to convert from a gas station to another use (i.e. office or a different form of retail). The property owner has indicated his priority is to have 6401 Highway 10 sold by the end of 2016, regardless of the buyer.

The property owner is "willing seller" and is willing to sell this property below market value. This property is officially mapped, and is needed for full accusation in the old and new Highway 10 plans. Outside of helping accomplish the US Highway plans, by purchasing this property (and demolishing/ cleaning-up), the City would be able to clean up a blighted property, and improve the visibility of a struggling retail node.

RALF Application, 6401 Highway 10
Attached is the City's draft RALF application for 6401 Highway 10. The City Council approved this application in September 2016. The Metropolitan Council & MnDOT staff team approved Ramsey's pre-application, and have encouraged Ramsey to submit a final application, when all due diligence is completed.

A major component of the City Council's approval or the pre-application in September included the completion of due-diligence (environmental assessments, appraisal, pre-demo survey, title work, etc.). The attached work order generally outlines said work. At this point, most work has been completed (Phase I ESA, pre-demolition survey, title work, appraisal). Outstanding items include a Phase II ESA.

Notification:
NA

Observations/Alternatives:
Due Diligence Items

Pre-Demolition Survey
Generally, the purpose of the pre-demolition survey is to identify hazardous materials within a building, before they are disturbed during demolition. Based on the pre-demolition survey, and the age of the building (not old), no major issues are anticipated by staff during the demolition of this building. It should be noted,

two items were flagged as issues. One item was the car wash, and the several tanks of chemicals that remained on the site. Staff disclosed this concern with the seller. They have removed all liquids from the tanks. Staff has also added language to the PA to reflect this item. The second item was the underground oil tanks (discussed more below). Please see attached survey for details.

Phase I ESA

Generally, the purpose of a Phase I ESA is to do research on a property--to determine if physical testing of soils is needed. The Phase I ESA did come up with several recognized environmental conditions (REC). This gas station, was once a part of a larger site, which was home to several businesses over the years (several auto oriented). The larger site has experienced various environmental issues in the past, which have been documented with the MPCA. Additionally, this site is a gas station, which includes underground storage tanks for petroleum. With these two general items in mind, the various identified RECs will justify/ demand a Phase II ESA be completed on this project. NOTE: it appears that the MPCA has generally cleared (written closure letters) RE previous issues on the site. Please see attached ESA for details.

Phase II ESA

Generally, the purpose of a Phase II ESA is to physically test soils for potential contamination. Staff has been advised by Bruan InterTech (the company that completed the Phase I ESA), that we should consider completing tank removal, before we close on purchasing this site, for two reasons. First, if we purchase the site, with tanks remaining in the ground, we will hold some liability over those tanks, and any potential subsequent leaks (i.e. we are exposing the City to more potential liability). Secondly, regardless if we remove the tanks now, or after closing on a purchase, we will need to complete a Phase II ESA (mandated by the State after tank removal). The only difference is, if we wait until after we close on purchasing the property, we would then need to complete two Phase II ESAs. In summary, we can save money on Phase II ESAs by removing the tanks before closing. Please see attached ESA for details.

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Appraisal

The asking price for this property is $695,000. The appraisal came back at $645,000. Staff has updated the attached purchase agreement accordingly. Staff is waiting to hear back from the seller on this item. Please see attached appraisal for details.

Title Work

The title work generally came back clean. The City Attorney did find a glitch in the chain of title (i.e. who the owner was). That item has been addressed by the Title Company, and the attached purchase agreement has been updated accordingly. Please see attached title work for details.

Funding Source:

Funding Source

-short term-

The City has a an account in place today, that captures revenues from all Ramsey-owned properties located along Highway 10, that were purchased via RALF, and are currently being leased to private organizations. This "Internal Ramsey RALF Fund" can *ONLY* be used on expenses related to RALF/ properties purchased via RALF. The balance of that account is $186,000 roughly. Staff is using this account as a temporary/ short-term project funding source (due-diligence costs).

-long term-

The long term/ permanent funding source proposed for this project is the RALF program. The the background section of this case describes the program. The attached application describes the City's proposal. Once the purchase agreement is closed, all costs will be funded via this new RALF program loan.

Staff Funding Source Comment

In the event the City doesn't close on this purchase agreement, we would not receive a new RALF award from the Metropolitan Council, we would be liable to cover our upfront due-diligence expenses (i.e. costs incurred before closing). In that situation, we those costs would be permanently charged to our "Internal Ramsey RALF Fund."

Project Budget

Please see that attached 2-page project budget. The overall project budget covers all costs. The due-diligence project budget only covers costs incurred to the City before closing.

From an overall project budget perspective, we are trending in the right direction (down slightly). From a due-diligence budget perspective, costs are trending higher. The reasons costs are higher, for the due diligence budget, is for two reasons:

First, staff's proposed strategy on the Phase II ESA/ tank removals has changed. We are proposing to remove the tanks before closing on the purchase of this property (i.e. during the due diligence process). Although it may appear this is a "new" project cost, it is not entirely—staff originally anticipated removing the tanks after closing, during demolition. Second, the cost to remove the tanks, and complete the required State testing/ documentation, was more than staff originally anticipated.

Recommendation:

Please see attached email MEMO from the City Attorney.

Staff recommends moving this project forward, and approving the attached purchase agreement. The major next hurdle is removing the underground petroleum tanks and completing the Phase II ESA. If that process is clean, we should be in a good position to close on the purchase. If not, we will need to bring back this case for further discussion (i.e. what is the scope of contamination/ remediation? how do we clean up the site? what will the funding source be?, etc.)

Action:

Motion to:

Approve the attached agreement with Series Sunfish of Athans Holdings, LLC for the purchase of Lot 2, Block 1, Sunfish Commons; subject to final review and amendments by the City Attorney.

--and--

To authorize staff to complete final due-diligence: including removing the underground storage tanks and completing a Phase II ESA.

Purchase Agreement Status

Attached to this case is the current draft of the purchase agreement. This agreement will be updated on Monday 01/23. Staff, various attorneys, and the buyer are currently negotiating final details.

Attachments

Final Clean PA

Pre Demolition Survey

Phase I ESA

PHASE II ESA (proposal)

Appraisal

Title Work

Attorney Email

Budgets (2 pages)

RALF Application (draft)

Braun Comments

Seller Redline PA

Buyer Redline PA

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	01/19/2017 05:03 PM
Patrick Brama (Originator)	Patrick Brama	01/20/2017 01:56 PM
Form Started By: Patrick Brama		Started On: 01/18/2017 03:54 PM
Final Approval Date: 01/20/2017		

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CC Regular Session **7. 3.**

Meeting Date: 04/11/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Adopt Resolution #17-04-080 Authorizing the City of Ramsey to Purchase Real Property and Submit a RALF Program Application to the Metropolitan Council

Purpose/Background:

PURPOSE

Consider approving the attached resolution formally authorizing the city to purchase 6401 Highway 10 and officially apply for Metropolitan Council RALF Program funding.

BACKGROUND

This case was brought to the City Council on 09/13/2016 and 01/24/2017. Please reference those cases for detailed background on this project.

UPDATES

At the 01/24 Council meeting, the City entered into a purchase agreement with Athans Holdings for the acquisition of 6401 Highway 10, and authorized staff to complete remaining property acquisition due diligence (Phase II Environmental Site Assessment (ESA), UST/ Pump Removal, State Inspection of UST Removal). That work was recently completed by Braun InterTech.

Overall, the Braun InterTech work went well. The Phase II ESA came back without any major concerns--and Bruan InterTech supports the City's purchase of 6401 Highway 10. NOTE: see actual Phase II ESA report for details--some very minor items did come up during the Phase II ESA.

RE the remaining due diligence items, staff included a line item budget in the RALF application of $52,000. The estimate provided by Braun for this work was $40,260. The actual project costs were $52,535. A major reason for the difference was due to change-orders submitted to Braun from the tank-removal sub-contractor (about $10,000). Staff is currently working with Braun and the sub-contractor to find a resolution/ settlement on this particular item. Staff has not approved said change orders. Staff will keep the Council posted on this item. Regardless of how this item unfolds, staff believes we can still move forward with the attached RALF application, as-is.

Lastly, it should be noted, during the UST (underground-storage-tank) removal, a minor gas leak occurred; which, did result in a response from the Ramsey Fire Department and Centerpoint Energy, and slightly delayed said work. No property damage occurred, and no injuries/ health concerns occurred.

NEXT STEP

A major component of any purchase agreement is the "inspection period" (also know as the "due diligence" period). As mentioned, the City has completed remaining due diligence items for the proposed property acquisition. The "inspection period" for this purchase agreement officially ends on 04/12/2017. At that time, if the City decides they

want to continue pursuing the purchase of this property, our earnest money goes non-refundable ($25,000), and we enter into the "closing period" of the purchase agreement. We formally take that step by providing something known as a "notice-to-proceed" to the seller. The City is now ready to provide the seller with a "notice-to-proceed" to closing, as described in the purchase agreement.

NOTE: our purchase agreement requires approval from the Metropolitan Council (for a RALF loan) before the City will close. In the event the Metropolitan Council does not approve our RALF application, the City can still walk away from this purchase agreement. In that scenario, we would lose our earnest money, and all of the dollars we have spent to-date (due diligence). We have until July 01, 2017 to close. We expect to close in early June.

Observations/Alternatives:

ATTACHED:

(1) Resolution 17-04-080. This resolution is the purpose of this case. It outlines Council action being taken.
(2) RALF Application. This is the application staff will be providing the Metropolitan Council.
(3) RALF Loan. This is the draft RALF loan agreement between the City and Metropolitan Council.
(4) Purchase Agreement. This is the land acquisition agreement between the City of Ramsey and Athans Holdings.
(5) Due Diligence. This is all of the due diligence completed on this project, wrapped into one single attachment. This is very long. If Councilmembers would like individual documents, please email staff.

Funding Source:

-short term-
The City has a an account in place today, that captures revenues from all Ramsey-owned properties located along Highway 10, that were purchased via RALF, and are currently being leased to private organizations. This "Internal Ramsey RALF Fund" can ONLY be used on expenses related to RALF/ properties purchased via RALF. The balance of that account is $186,000 roughly. Staff is using this account as a temporary/ short-term project funding source (due-diligence costs).

-long term-
The long term/ permanent funding source proposed for this project is the RALF program. The the background section of this case describes the program. The attached application describes the City's proposal. Once the purchase agreement is closed, all costs will be funded via this new RALF program loan. NOTE: there is a chance that the Metropolitan Council does not agree with our project budget, and doesn't reimburse the City for everything we ask.

Recommendation:

Staff is comfortable moving forward with formally applying to the Metropolitan RALF program. Staff has had several conversations with MnDOT and the Metropolitan Council RE this project. Both groups have previously provided preliminary support for this application, and recent conversations with both groups have also been positive.
RE the actual purchase of 6401, based on information in-hand, and discussions with Bruan InterTech / the City Attorney, staff is comfortable with recommending purchase of this property. With the contingencies below in mind, it appears both the site and building are clean, and usable for the proposed future use (right-of-way).

(1) Minor trace vapor contamination in soils exists, minor trace water contamination exists, and minor trace contamination in soils exists. Braun has indicated findings on this site DO NOT exceed industry maximums (they are below). These findings are not surprising for a redevelopment site, with several past auto-related users. Based on information in hand, Braun does not have any concerns using this site for a future roadway, and doesn't anticipate any major remediation. The MPCA has provided closure letters on the water contamination item in the past. Please see actual Phase II ESA for official information/ details.

(2) Outside of various standard items (items found in all buildings), the pre-demolition building survey came back clean. Braun did leave a contingency RE the roof liner--per industry standards, the roof should be tested

for asbestos. That roof has not been tested because it would have required destruction to the roof liner, and seller was opposed to said work (back in 2016). Now that this project is further along, the seller has provided staff authorization to get a core sample from the roof. Staff has a work order in now. This item is considered to be low risk--due to the age of construction for this building. However, to be safe, staff is ordering this work to occur before closing.

(3) General note: regardless of the amount of due diligence completed by the buyer (City in this case), we cannot have 100% assurance of a clean site and clean building. We can only limit risk, to the best of our ability. There is a chance contamination exists that was not picked up during our due diligence process/ exercises.

Action:

Motion to:
Adopt Resolution #17-04-080 Authorizing the City of Ramsey to Purchase Real Property and Submit a RALF Program Application to the Metropolitan Council

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Attachments

Resolution 17 04 080
RALF Application
Loan Agreement (template)
Purchase Agreement
Due Diligence Docs

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	04/06/2017 10:36 AM
Form Started By: Patrick Brama		Started On: 04/04/2017 03:43 PM
Final Approval Date: 04/06/2017		

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CC Regular Session **7. 11.**

Meeting Date: 07/25/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Authorize Hakanson Anderson to Develop Plans & Specifications for the Demolition/ Clean-up of 6401 Highway 10 (former Sunfish Lake Gas Station)

Purpose/Background:

PURPOSE

Authorize Hakanson Anderson to Develop Plans & Specifications for the Demolition/ Clean-up of 6401 Highway 10 (former Sunfish Lake Gas Station).

BACKGROUND

6401 Highway 10 was recently purchased via the State R.O.W. Acquisition Loan Fund. Please see 01/24/2017 CCRS, Case 7.13 for details and background information on the RALF program, 6401 Highway 10, and the City's reason for purchasing this property. The City purchased 6401 Highway 10 with the intent to demolish the existing blighted building and to clean up the site. The purpose of this case is to begin the process of demolition.

Notification:

NA

Observations/Alternatives:

(1) Attached to this case is a **proposal from Hakanson Anderson** (which includes a timeline) to provide professional services for the demolition and clean-up of 6401 Highway 10, also known as the *Sunfish Express*. The purpose of this case is to consider acceptance of this proposal..

(2) Attached to this case is a **very preliminary/ draft site restoration plan**. In summary, staff is proposing to fill the building pad with asphalt and stripe for parking. The existing/ remaining asphalt parking lot and drive lanes will remain in place. If the Council authorizes the attached work order, Hakanson Anderson will further refine.

(3) Attached to this case is a very **preliminary/ draft lease agreement** with the next door shopping center to lease the parking lot that will cover the former Sunfish Gas Station. Staff is still negotiating this agreement--changes are expected.

Funding Source:

Staff preliminary estimated project budget**

1. Demolition, $60,000-$90,000
2. Redo Building Pad w/ Asphalt, $60,000-$70,000
3. Contingency: $15,000
4. Soft Costs: $20,000,-$35,000

Total: $155,000 -- $210,000

**Very preliminary/ draft form budget. Changes will occur. This will be updated by Hakanson Anderson.

Item 1 and 3 will be covered by the City's RALF Loan for this project. Item 4 will be covered by the City's internal RALF Account (roughly $75,000 balance). Item 2 will be covered by a former TIF district (Likely TIF 1 or TIF 2). Staff is working with the Metropolitan Council on Items 2 and 4--and attempting to wrap that into the RALF Loan.

Recommendation:

Considering current staffing levels, and other workload priorities, staff is not able to complete this work internally for the foreseeable future. In order to keep this project moving forward, staff suggests approving the attached Hakanson Anderson work order.

NOTE/ REMINDER: this is a redevelopment project. The City has done significant pre-demolition and pre-development research on this property. We have done our best to eliminate the risk of an unknown issue on this site. Note, however, the risk still exists that that the demolition and excavation process will uncover something unexpected that may result in increased project costs.

Action:

Motion to:

Approve the attached work order authorizing Hakanson Anderson to provide professional services for the demolition and clean-up of 6401 Highway 10.

Attachments

HA Proposal 07172017

DRAFT PLAN

DRAFT LEASE

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	07/19/2017 03:20 PM
Form Started By: Patrick Brama		Started On: 07/17/2017 03:06 PM
Final Approval Date: 07/19/2017		

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CC Work Session **2. 2.**

Meeting Date: 08/08/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Demolition/ Clean-up of 6401 Highway 10 (former Sunfish Lake Gas Station)

Purpose/Background:

PURPOSE

Discuss strategy on how to proceed with this project. Staff will provide more information at the meeting.

(A) Contract Method

Do we split the work into two contracts? --one contract for the demolition and one contract for the paving. Or, do we utilize one single contract. There are benefits to both approaches.

(B) Timing

Do we attempt to complete this entire project in late 2017? Or, do we play it safe and do everything in early 2018? Or, do we split the project into two (complete demolition in 2017 and allow for paving in early 2018). There are trade-offs for each options (risk / reward).

(B) Restoration

Staff would like to reaffirm the originally proposed approach (attached)--to remove the building and replace the building pad with asphalt--and keep other existing surrounding asphalt in place. NOTE: this is a very preliminary plan (for the sake of getting the concept on the table). Hakanson Anderson will be refining/ updating--some changes will occur--the Council will see this plan again in the future.

BACKGROUND

6401 Highway 10 was recently purchased via the State R.O.W. Acquisition Loan Fund. Please see 01/24/2017 CCRS, Case 7.13 for details and background information on the RALF program, 6401 Highway 10, and the City's reason for purchasing this property. The City purchased 6401 Highway 10 with the intent to demolish the existing blighted building and to clean up the site.

Notification:

NA

Observations/Alternatives:

NA

Funding Source:

NA

Recommendation:

Utilize timeline/ approach #1 included in the attachments. Restore the building pad with pavement (per attached).

Staff anticipates this approach to be the lowest cost (in terms of both upfront capital costs and long term maintenance), will keep the site looking professional (perception of city/ Hwy 10), will be the fastest approach (the building should be down by winter), and will allow for temporary reuse by the neighboring retail node (including a potential lease and payment of some property taxes).

Action:

Consider staff's recommendation for moving forward.

Attachments

DRAFT PLAN

Timelines

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	08/03/2017 11:59 AM
Patrick Brama (Originator)	Patrick Brama	08/03/2017 12:18 PM
Kurt Ulrich	Kurt Ulrich	08/03/2017 01:34 PM
Form Started By: Patrick Brama		Started On: 08/02/2017 03:57 PM
Final Approval Date: 08/03/2017		

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CC Regular Session **7. 10.**

Meeting Date: 10/10/2017

By: Jo Thieling, Administrative Services

Information

Title:

Adopt Resolution #17-10-247 Accepting Resignation of a Councilmember at Large, Declaring a Vacancy in the Office of Councilmember at Large and Calling for a Special Election to Fill the Vacancy

Purpose/Background:

Purpose: To accept the resignation of Councilmember Kristine Williams, declare a vacancy in her at-large seat, call for and schedule a Special Election.

Background: As Council is aware, Councilmember Kristine Williams, who represents the City at Large, announced her resignation at the Council meeting of September 26, 2017. She has submitted her resignation, in writing, effective October 1, 2017. Pursuant to the City's Charter, Section 2.5, a vacancy on the Council exists upon receiving a resignation in writing. The Charter provides that upon a vacancy, the Council shall publicly declare the vacancy to exist. Adopting the attached resolution will affirm that action.

Section 4.5 of the Charter directs how vacancies on the City Council are filled. If there are 365 days, or more, remaining in the term of the vacated office, a special election is required to fill that vacancy. The Charter speaks about having to hold the election within a certain time period, however, in 2017, new State legislation was adopted creating uniform election dates. Therefore, a special election held in a City must be held on one of the following dates:

- The second Tuesday in February
- The second Tuesday in April
- The second Tuesday in May
- The second Tuesday in August
- The first Tuesday after the first Monday in November
- On another date if the special election is held in response to an emergency or disaster.

The legislation states that a home rule charter city must not designate additional dates in its charter. Therefore, to fill the vacancy caused by Councilmember Williams' resignation, allowing time for the Primary Election to occur, if necessary, and allowing all statutory timelines without compressing any periods - such as the filing period, etc., the first authorized date would be April 10. Staff has attached a calendar/timeline for Council information.

The Resolution attached for Council action takes care of the following mandatory actions: Accepting the resignation, publicly declaring the vacancy, and calling for/scheduling a Special Election.

Notification:

Following the adoption of Resolution #17-10-247 this evening, staff will publish notices of the special election as well as a candidate filing notice in the City's official newspaper, according to the Statutory timelines. As you are aware, the City's official newspaper is the *Anoka County Union/Herald.*

The candidate filing period has to be published for two consecutive weeks, at a minimum of 14 days prior to the start of filing - publications are on Fridays. Filing would begin Tuesday, November 21 and close on Tuesday, December 5. Statutes allows for two days following the close of filing for candidate withdrawal. That period ends on Thursday, December 7. Staff will know by close of business December 7, whether or not a Primary Election will be necessary. A Primary Election is held when three or more candidates file for one seat. The City's Charter speaks about a Primary Election for regular municipal elections and states for Special Elections that the procedure at such election and assumption of duties of elected officers following such election shall conform as nearly as practicable to that prescribed for other municipal elections under this Charter. With the timeline worked out for this Special Election, it is practicable to hold a Primary Election as well.

As stated above, a calendar/timeline for this Special Election process is attached.

Observations/Alternatives:

The City's Charter requires the City Council to declare by resolution a vacancy in the resigning Councilmember's office and schedule a Special Election to select a successor. There are no alternatives to adoption of the vacancy resolution as this is a mandatory Charter requirement.

Funding Source:

Funding for Elections is taken from the City's General Fund Budget.

Recommendation:

Staff recommends Council adopt Resolution #17-10-247 to proceed with the Special Election process.

Action:

Motion to adopt Resolution #17-10-247 Accepting Resignation of a Councilmember at Large, Declaring a Vacancy in the Office of Councilmember at Large and Calling for a Special Election to Fill the Vacancy

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Attachments

Cmbr Wms Resignation
Res Calling for Special Election
Timeline for Special Election

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 01:08 PM
Form Started By: Jo Thieling		Started On: 10/05/2017 08:51 AM
Final Approval Date: 10/05/2017		

Begin forwarded message:

From: Kristine Williams <KWilliams@ci.ramsey.mn.us>
Date: September 26, 2017 at 5:32:57 PM CDT
To: Kurt Ulrich <kulrich@ci.ramsey.mn.us>
Subject: Resignation

Kurt,

Due to my move to Calgary, I regretfully resign my council seat effective October 1, 2017.

Thank you,
Kristine

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-10-247

RESOLUTION ACCEPTING RESIGNATION OF A COUNCILMEMBER AT LARGE, DECLARING A VACANCY IN THE OFFICE OF COUNCILMEMBER AT LARGE AND CALLING FOR A SPECIAL ELECTION TO FILL THE VACANCY

WHEREAS, City Councilmember Kristine Williams, who represents the City At Large, has submitted her written resignation from said office effective October 1, 2017; and

WHEREAS, pursuant to the City Charter, Section 2.5 a vacancy in the Council exists upon the resignation in writing of a Councilmember filed with the City Clerk; and

WHEREAS, pursuant to City Charter Section 2.5, when a vacancy occurs on the Council with 365 days or more remaining in the term of the vacated office, the Council shall, by resolution, declare the vacancy to exist and such vacancy shall be filled by Special Election according to City Charter requirements.; and

WHEREAS, Councilmember Williams' term of office expires December 31, 2017, which is more than 365 days from the October 1, 2017 vacancy date.

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

1. That Councilmember Kristine Williams' resignation from the City Council as an At Large representative, effective October 1, 2017, is accepted.

2. That the City Council publicly declares that a vacancy exists in the City Council – At Large elective office.

3. That as a result of the vacancy in the At Large office, and because more than 365 days remain in the term of the vacated office, pursuant to City Charter requirement, the City Council hereby directs that a special election be held.

4. That if three or more candidates file for such office, a Primary Election will be held on February 13, 2018.

5. That State Statutes now dictate uniform election dates for Special Elections and the first authorized date for a Special Election would be Tuesday, April 10, 2018. This date allows all regular election timelines to be followed with no compressed periods.

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

and the following voted against:

and the following abstained:

and the following were absent:

Whereupon said resolution was duly passed and adopted by the Ramsey City OCuncil this the 10th day of October, 2017.

Sarah Strommen, Mayor

ATTEST:

Jo Ann M. Thieling, City Clerk

Timeline for Special Election
April 10, 2018

Task	Statutory Timeline	Date
Resignation Effective		October 1, 2017
Res Calling for Special Election	Council Action	October 10, 2017
Candidate filing notice to *Union*	Noon Wed for Fri publication	Up to November 1
Publish two weeks	At least 14 days prior to start	Up to November 3
Candidate Filing begins	84 days prior to Primary	November 21, 2017
Candidate Filing ends	70 days prior to Primary	December 5, 2017
Withdrawal ends	2 days after close of filing	December 7, 2017
Absentee Balloting Begins – Primary	46 days prior to Primary	December 29, 2017
Res Appointing Election Judges	At least 25 days prior	January 9, 2018
Publish Notice of Primary	14 days prior to Primary	January 26, 2018
Pub. Notice of Public Accuracy Test	7 days prior to Primary	February 2, 2018
Publish 2nd Notice of Primary	7 days prior to Primary	February 2, 2018
Primary Election Day	Primary Election Day	February 13, 2018
Absentee Balloting Begins – General	46 days prior to General	February 23, 2018
Res Appointing Election Judges	At least 25 days prior	March 13, 2018
Publish Notice of General	14 days prior to General	March 23, 2018
Pub Notice of Public Accuracy Test	7 days prior to General	March 30, 2018
Pub 2nd Notice of General	7 days prior to General	March 30, 2018
Special Election Day	General Election Day	April 10, 2018

Please note: A Special Election could have been scheduled for Tuesday, February 13, 2018, by moving ahead with publishing some of the notices prior to actually receiving Councilmember Williams' resignation. Staff would have also had to compress some of the statutory timelines as well, such as shorter candidate filing period, etc. However, staff feels its best practice to keep the timelines at the length laid out by Statutes, whenever possible. If a Special Election would have been scheduled for February 13, the Primary would have been held on December 19, 2017. The date of April 13 works best to be able abide by Statute timelines and appears to be a better time period for voters as well, by avoiding an election the week of the Christmas holiday.

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

CC Regular Session **7. 11.**

Meeting Date: 10/10/2017

Submitted For: Kurt Ulrich, Administrative Services

By: Jo Thieling, Administrative Services

Information

Title:

Adopt Resolution #17-10-261 in Support for City of Anoka Funding Applications for Trunk Highway 10 Improvements at Thurston Avenue and Fairoak Avenue

Purpose/Background:

Purpose: To formally show support for the City of Anoka's efforts in obtaining grants to fund Trunk Highway 10 Improvements at Thurston and Fairoak Avenues.

Background: The City of Ramsey and the City of Anoka partnered with MnDOT and Anoka County to develop a Highway 10 Access Planning Study. Ramsey agrees that Thurston and Fairoak Avenues are priority TH 10 projects. The City of Anoka has actively pursued and obtained funding for improvements; however, considerable funding must still be secured. The City of Anoka has submitted grant applications to various federal, state and local transportation programs, such as Minnesota Highway Freight Program (MNFP), Transportation Economic Development (TED), Transportation Investment Generating Economic Recovery (TIGER), Infrastructure for Rebuilding America (INFRA), Local Road Improvement Program (LRIP), MnDOT Corridors of Commerce, and others. Council is asked to adopt the attached Resolution which states that the City of Ramsey fully supports the City of Anoka's continuing efforts to pursue grant funding for Highway 10 improvements at Thurston and Fairoak Avenues.

Funding Source:

N/A

Recommendation:

Staff recommends Council adopt the resolution of support for the City of Anoka to continue pursuing funding for Fairoak and Thurston Avenues.

Action:

Motion to adopt Resolution #17-10-261 in Support for City of Anoka Funding Applications for Trunk Highway 10 Improvements at Thurston Avenue and Fairoak Avenue.

Attachments

Res Support Thurston Fairoaks

Form Review

Inbox	Reviewed By	Date

Kurt Ulrich	Jo Thieling	10/06/2017 03:18 PM
Form Started By: Jo Thieling		Started On: 10/06/2017 12:48 PM
Final Approval Date: 10/06/2017		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-10-261

RESOLUTION IN SUPPORT FOR CITY OF ANOKA FUNDING APPLICATIONS FOR TRUNK HIGHWAY 10 IMPROVEMENTS AT THURSTON AVENUE AND FAIROAK AVENUE

WHEREAS, the City of Ramsey and the City of Anoka partnered with MnDOT and Anoka County to develop recommendations for the Highway 10 Access Planning Study; and

WHEREAS, the City of Ramsey is aware that the City of Anoka is actively developing the Highway 10 improvements at Thurston Avenue and Fairoak Avenue for implementation beginning in 2021; and

WHEREAS, the City of Ramsey is aware that the City of Anoka has actively pursued and obtained funding for Highway 10 improvements; however, considerable funding must still be secured; and

WHEREAS, the City of Ramsey agrees the Highway 10 improvements at Thurston and Fairoak are a priority; and

WHEREAS, the City of Ramsey fully supports the City of Anoka's continuing efforts to pursue grant funding through various federal, state and local transportation programs; such sources as MnDOT Freight Program (MNFP), Transportation Economic Development (TED), Transportation Investment Generating Economic Recovery (TIGER), Infrastructure for Rebuilding America (INFRA), Local Road Improvement Program (LRIP), MnDOT Corridors of Commerce, and others; and

WHEREAS, the City of Ramsey appreciates Anoka's efforts and those of all Highway 10 partners to address the challenges along Highway 10.

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

1. That the City of Ramsey fully supports the City of Anoka in submitting fund applications to various federal, state and local transportation programs for TH 10 improvements at Thurston Avenue and Fairoak Avenue.

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 10th day of October, 2017.

Mayor Sarah Strommen

ATTEST:

City Clerk Jo Ann M. Thieling

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

CC Regular Session **8. 1.**

Meeting Date: 10/10/2017

By: Bruce Westby, Engineering/Public Works

Information

Title:

Staff Update on Potassium Street Cul-De-Sac Improvements, Improvement Project #17-13

Purpose/Background:

Purpose:

The purpose of this case is to provide an update to the City Council on the status of Improvement Project #17-13, Potassium Street Cul-De-Sac Improvements.

Background:

As Council is aware, Staff has been working to secure easements from the three property owners on the north end of Potassium Street, north of old Nowthen Boulevard. Staff has also been working with the property owners of 15641 Potassium Street, Ron and Shannon Schmitz, to arrive at a cost-share agreement for constructing a temporary gravel cul-de-sac south of their property, which would directly benefit them.

As previously discussed, this segment of Potassium Street is a gravel road with no outlet. For the last few decades, the City has been maintaining this road, including an area on 15641 Potassium Street used by vehicles to turn around. However, this property was recently purchased by the Schmitz's who posted no trespassing signs near the street on the south end of the property, in the belief that the public had no right to use the property. This caused Ace Solid Waste to inform its customers along Potassium Street that they would no longer serve their properties since they could no longer safely turn their trucks around at the north end of Potassium Street.

Both parties acknowledge that a 33-foot easement exists on the west side of the property, but the City contends that a 66-foot easement exists as conveyed by a previous Deed transfer to the public. The Schmitz's dispute that the additional 33-foot easement exists.

The City Attorney contends that the City has other protections above and beyond the existing easements due to the length of time that the City has maintained this road for public use.

Previous estimated project costs to construct the temporary cul-de-sac totaled $32,200. The Schmitz's previously offered to pay up to $3,000 towards project costs as discussed at the September 12, 2017, Council Work Session.

On September 22, the Schmitz's submitted a counter-offer to pay up to $8,050 of project costs, contingent on the following conditions;

- The city obtaining other necessary easements from neighbors.
- The City releasing its claims of recorded easements, unrecorded easements, usage via MN Statute 160.05, and any other unrecorded or claimed recorded easements.
- Any encumbrances, liens, etc., of any nature, aside from the one construction easement, whether known or

unknown.

- A settlement agreement reflecting these conditions, drafted by the City at its expense, and subject to review and approval by the Schmitz's attorney.
- The City would be responsible for the legal fees in drafting the necessary easement for the construction.
- The project must be complete by December 31, 2017, otherwise the Schmitz's obligation is reduced by $1,000 for each month thereafter that the project is under construction.
- The Schmitz's are entitled to see the winning contractor's bid
- If the total bid cost is less than the estimated $32,200, the Schmitz's total obligation will be reduced to 25% of the lower bid.

To ensure the project could be completed this year, Hakanson Anderson revised the plans by moving the cul-de-sac 25 feet further south to avoid impacts to the power pole. This had the potential to delay construction up to several months, and it increased construction costs by approximately $2,500. Staff then solicited quotes based on the revised plans, but no quotes were received by the submittal deadline of noon Thursday, October 5, 2017.

Staff met with the other two property owners on the north end of Potassium Street to discuss the required easements on their properties. The property owner south of the Schmitz's are not willing to approve an easement of any size on their property, even if financial compensation was included. The other property owner west of Potassium Street, who was asked to provide temporary easements, is only willing to provide easements for a period up to 18 months. Staff reached out to this property owner again to ask if he would consider approving a permanent easement with financial compensation, with the provision that the easement would be vacated at the time the property was re-platted. As of the time this case was published, no response had been received. Cooperation from property owners regarding dedication of the new right of way is imperative if the project is to be constructed this year.

the project

Notification:

Notifications were not required for this case.

Observations/Alternatives:

Copies of the 3 easement exhibits are attached, as are the most current plans.

Staff will inform Council of any new developments and will continue to work on a mutual agreement that will allow this project to be commenced to the satisfaction of both parties.

Funding Source:

Funding amounts and sources are yet to be determined.

Recommendation:

This case is informational only.

Action:

This case is informational only.

Attachments

Current Construction Plans

Aerials and Site Map

Easement 0001

Easement 0002

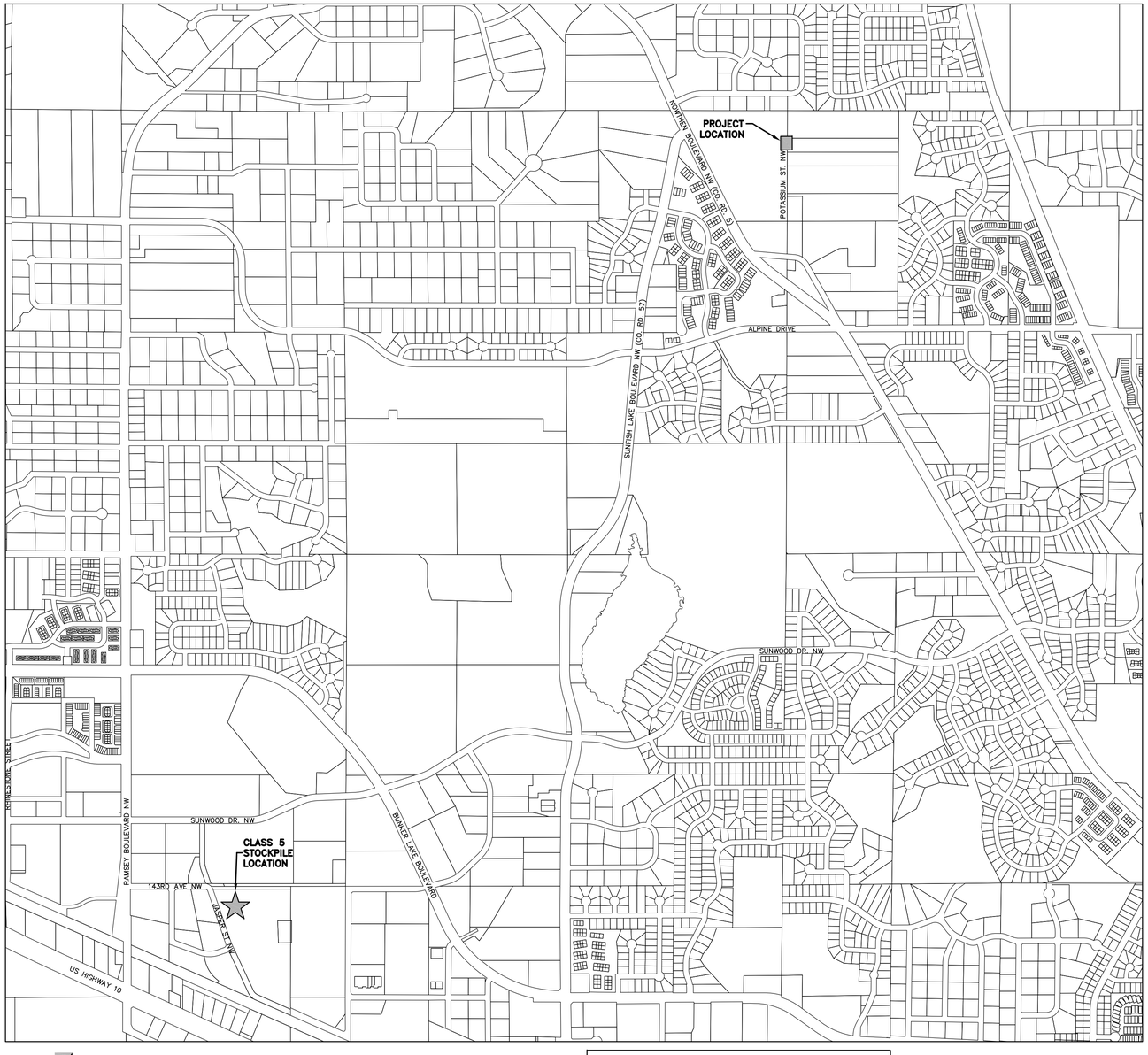
Easement 0003

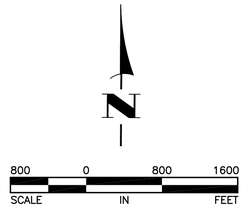
Form Review

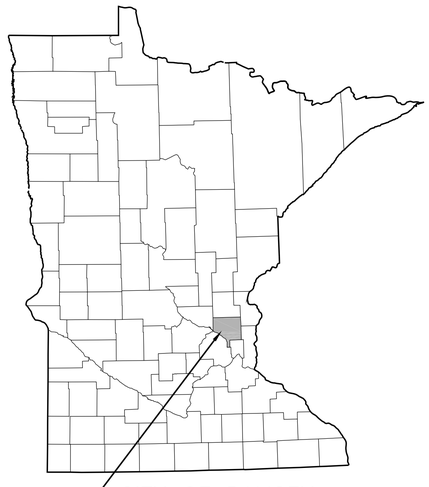
Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	10/05/2017 04:11 PM
Form Started By: Bruce Westby		Started On: 10/03/2017 08:18 AM
Final Approval Date: 10/05/2017		

CITY IMPROVEMENT PROJECT #17-13
POTASSIUM STREET CUL-DE-SAC IMPROVEMENTS

CONSTRUCTION PLANS
CITY OF RAMSEY







CITY OF RAMSEY,
ANOKA COUNTY,
MINNESOTA

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND THE 2013 CEAM STANDARD SPECIFICATIONS SHALL APPLY.

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 THE YOLITE STREET PROJECT.

SHEET INDEX

THIS PLAN CONTAINS 7 SHEETS

SHEET NO.	DESCRIPTION
1	TITLE
2	ESTIMATED QUANTITIES
3	DETAILS
4	REMOVALS PLAN
5	CONSTRUCTION PLAN
6	GRADING PLAN
7	EROSION AND SEDIMENT CONTROL PLAN

APPROVED: _____ DATE: _____

BRUCE WESTBY, P.E.
CITY ENGINEER

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.

SHANE NELSON, P.E.
HAKANSON ANDERSON ASSOCIATES, INC.
DESIGN ENGINEER

43381 LIC. NO.

DATE 6/23/17

DATE	REVISION
6/29/17	CITY COMMENTS
8/4/17	CITY COMMENTS
9/28/17	SHIFT CUL-DE-SAC SOUTH

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

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

Sep. 28, 2017 - 8:42am
K:\MUNICIPAL\RA3186\ENGINEERING\RA3186_TITLE.dwg

ESTIMATED QUANTITIES

ITEM NO	SPEC REFERENCE	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY
1	2021	MOBILIZATION	LS	1
2	2101	CLEARING AND GRUBBING	LS	1
3	2104	SAWCUT BITUMINOUS PAVEMENT (FULL DEPTH)	LF	21
4	2104	REMOVE BITUMINOUS PAVEMENT	SF	2210
5	2105	SALVAGE AND RESPREAD TOPSOIL	CY	170
6	2105	COMMON EXCAVATION (P)	CY	784
7	2211	AGGREGATE SURFACING CLASS 5 MODIFED	CY	240
8	2563	TRAFFIC CONTROL	LS	1
9	2573	SILT FENCE	LF	300
10	2573	INLET PROTECTION	EACH	1
11	2575	TURF ESTABLISHMENT	LS	1

CONSTRUCTION NOTES:

1. THE CONTRACTOR MUST INSTALL SILT FENCE PRIOR TO BEGINNING EARTH DISTURBING ACTIVITIES. CONTRACTOR MUST MAINTAIN LOCAL ACCESS FOR THE DURATION OF THE CONSTRUCTION.
2. ALL EXCESS MATERIAL BECOMES THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF AT AN OFF-SITE LOCATION.
3. OWNER'S REPRESENTATIVE MUST VERIFY TOPSOIL STRIPPING IS COMPLETE BEFORE CONTRACTOR BEGINS GRADING.
4. CONTRACTOR SHALL COORDINATE GRADING WITH UTILITY COMPANIES AND ALLOW FOR HOLDING AND/OR RELOCATING OF FACILITIES, IF NECESSARY.
5. OWNER'S REPRESENTATIVE MUST APPROVE SUBGRADE BEFORE CONTRACTOR BEGINS PLACING GRAVEL.
6. GRAVEL SURFACE MUST BE SHAPED TO PROVIDE A SMOOTH, UNIFORM GRADE.
7. OWNER'S REPRESENTATIVE MUST APPROVE SEEDING PREPARATION BEFORE CONTRACTOR BEGINS SEEDING.
8. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE TURF UNTIL IT HAS BEEN ACCEPTED BY THE OWNER. REPAIR WASHOUTS AND RE-SEED AREAS THAT FAIL TO SPROUT AT NO ADDITIONAL EXPENSE TO THE OWNER.
9. SILT FENCE IS TO BE MAINTAINED DURING CONSTRUCTION AND REMOVED BY THE CONTRACTOR UPON ESTABLISHMENT OF TURF.
10. CONTRACTOR MUST LOAD AND HAUL AGGREGATE SURFACING CLASS 5 MODIFIED MATERIAL FROM CITY-OWNED STOCKPILE LOCATED IN THE SOUTHEAST QUADRANT OF 143RD AVENUE NW AND JASPER STREET NW AS SHOWN OF TITLE SHEET.
11. EXISTING BITUMINOUS PAVEMENT DEPTH VARIES FROM 0-2 INCHES.

EARTHWORK BALANCE

CUT FROM EARTHWORK TABLE	601 CY
FILL FROM EARTHWORK TABLE	27 CY
ADDITIONAL CUT FOR AGGREGATE	183 CY
ESTIMATED EXCESS MATERIAL TO BE HAULED OFF SITE	757 CY

EARTHWORK SUMMARY	
CUT	FILL
601 CY	27 CY

DATE	REVISION
6/29/17	CITY COMMENTS
8/4/17	CITY COMMENTS
8/9/17	REVISE TABLE
9/28/17	SHIFT CUL-DE-SAC SOUTH

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.

SHANE M. NELSON, P.E.
Date 6-23-17 Lic. No. 43381

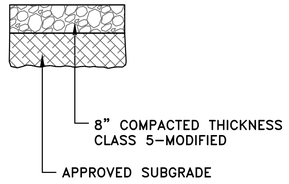
DESIGNED BY: SMN
DRAWN BY: MSS
CHECKED BY: SMN

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

IMPROVEMENT PROJECT #17-13
POTASSIUM STREET CUL-DE-SAC

ESTIMATED QUANTITIES
CITY OF RAMSEY, MINNESOTA

RA3186



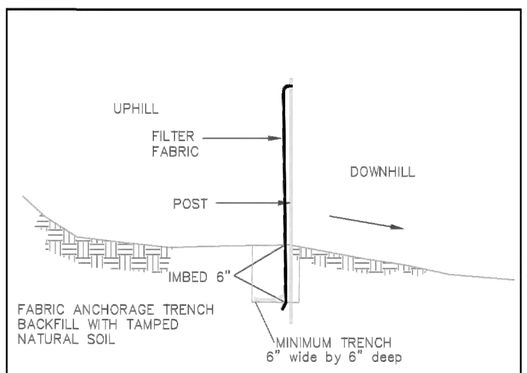
TYPICAL SECTION-AGGREGATE (1/3)
NOT TO SCALE

TABLE A
MODIFIED CLASS 5 SPECIFICATIONS

% PASSING	
1"	100
3/4"	90 – 100
3/8"	50 – 80
No.4	35 – 70
No.10	20 – 60
No.40	10 – 35
No.200	5 – 10

NOTES:
1. THE AGGREGATE BASE CONSTRUCTION WILL BE ACCEPTED FOR PAYMENT IN ACCORDANCE WITH THE PROVISIONS IN TABLE A.
2. IF THE AGGREGATE BASE FAILS TO MEET THE REQUIREMENTS OF TABLE A THE MATERIAL CAN BE CORRECTED IN PLACE OR REMOVED AND REPLACED WITH MATERIAL THAT MEET THE REQUIREMENTS OF TABLE A.
3. IN THE EVENT THAT RECYCLED MATERIAL IS USE IT MUST MEET MNDOT REQUIREMENTS FOR RECYCLED BASE.

APPROVED:		STANDARD DETAILS:
2 - 2003	City of RAMSEY	MODIFIED CLASS 5 SPECIFICATIONS
		CITY PLATE No. STR-26



INSTALL AS PER FILTER FABRIC MANUFACTURER'S RECOMMENDATIONS

SILT FENCE DETAIL
NO SCALE

APPROVED:		STANDARD DETAILS:
1 – 2016	City of RAMSEY	SILT FENCE
		CITY PLATE No. ERO-1

DATE	REVISION
6/29/17	CITY COMMENTS
8/4/17	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.
SHANE M. NELSON, P.E.
Date 6-23-17 Lic. No. 43381

DESIGNED BY: SMN
DRAWN BY: MSS
CHECKED BY: SMN

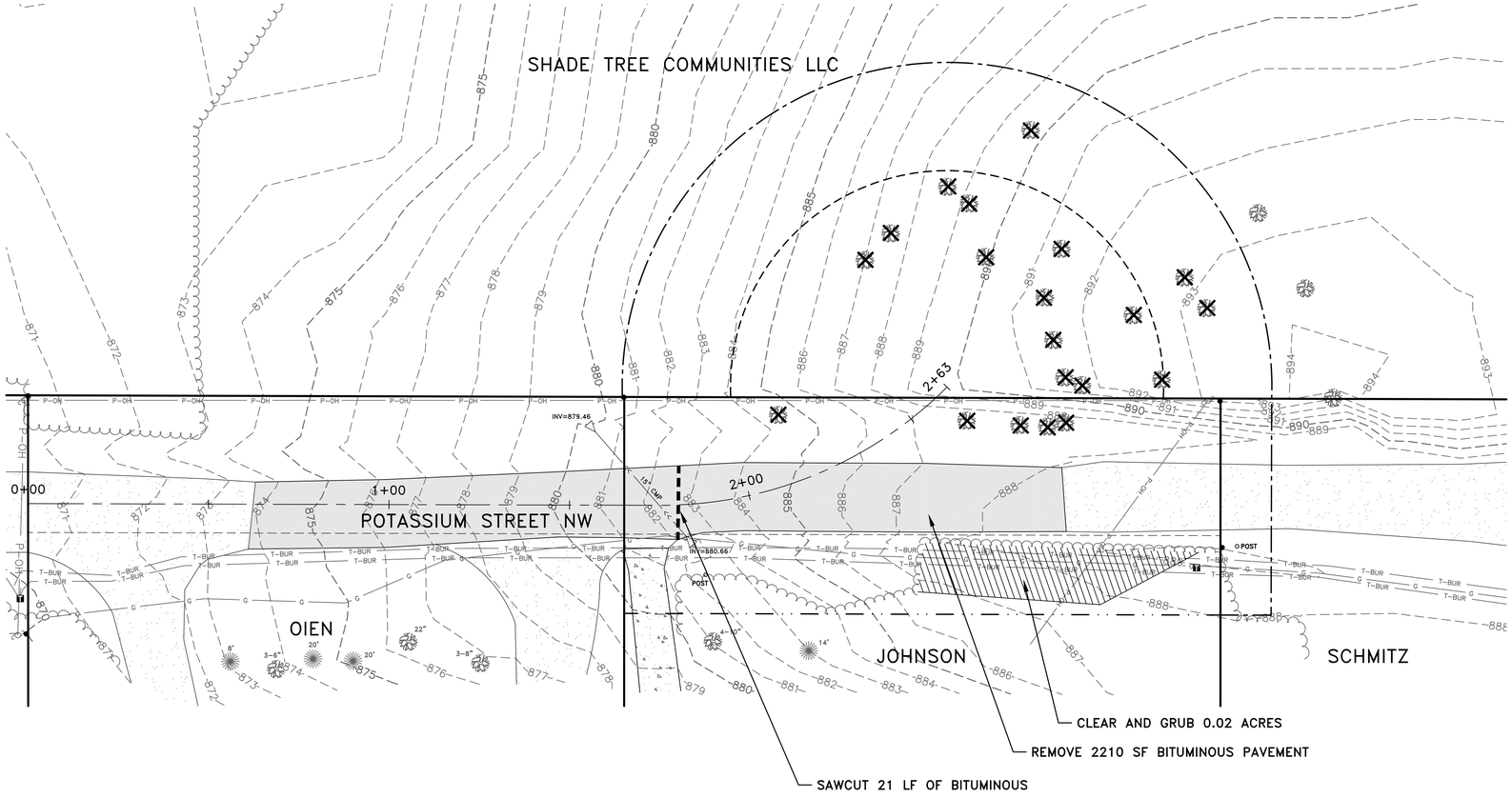
Hakanson Anderson
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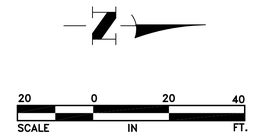
IMPROVEMENT PROJECT #17-13
POTASSIUM STREET CUL-DE-SAC

DETAILS
CITY OF RAMSEY, MINNESOTA

SHEET 3 OF 7 SHEETS

RA3186





LEGEND

- = EDGE OF WOODS
- P–OH– = DENOTES OVERHEAD ELECTRIC LINE
- T–BUR– = DENOTES UNDERGROUND TELEPHONE LINE
- G = DENOTES GAS LINE
- = UTILITY POLE
- = TELEPHONE PEDESTAL
- = CONIFEROUS TREE (SPREAD)
- = DECIDUOUS TREE (DIAMETER)
- = DENOTES CONCRETE SURFACE
- = DENOTES BITUMINOUS SURFACE
- = DENOTES GRAVEL SURFACE
- --800-- = EXISTING CONTOUR
- —800— = PROPOSED CONTOUR
- = CLEARING & GRUBBING
- = CLEARING & GRUBBING
- = SAW CUT BITUMINOUS OR CONCRETE PAVEMENT
- = PROPOSED PERMANENT ROADWAY EASEMENT
- = PROPOSED TEMPORARY ROADWAY EASEMENT
- = PROPOSED TEMPORARY GRADING EASEMENT
- = PROPERTY CORNER

DATE	REVISION
6/29/17	CITY COMMENTS
8/4/17	CITY COMMENTS
9/28/17	SHIFT CUL-DE-SAC SOUTH

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.

SHANE M. NELSON, P.E.
Date 6-23-17 Lic. No. 43381

DESIGNED BY: SMN
DRAWN BY: MSS
CHECKED BY: SMN

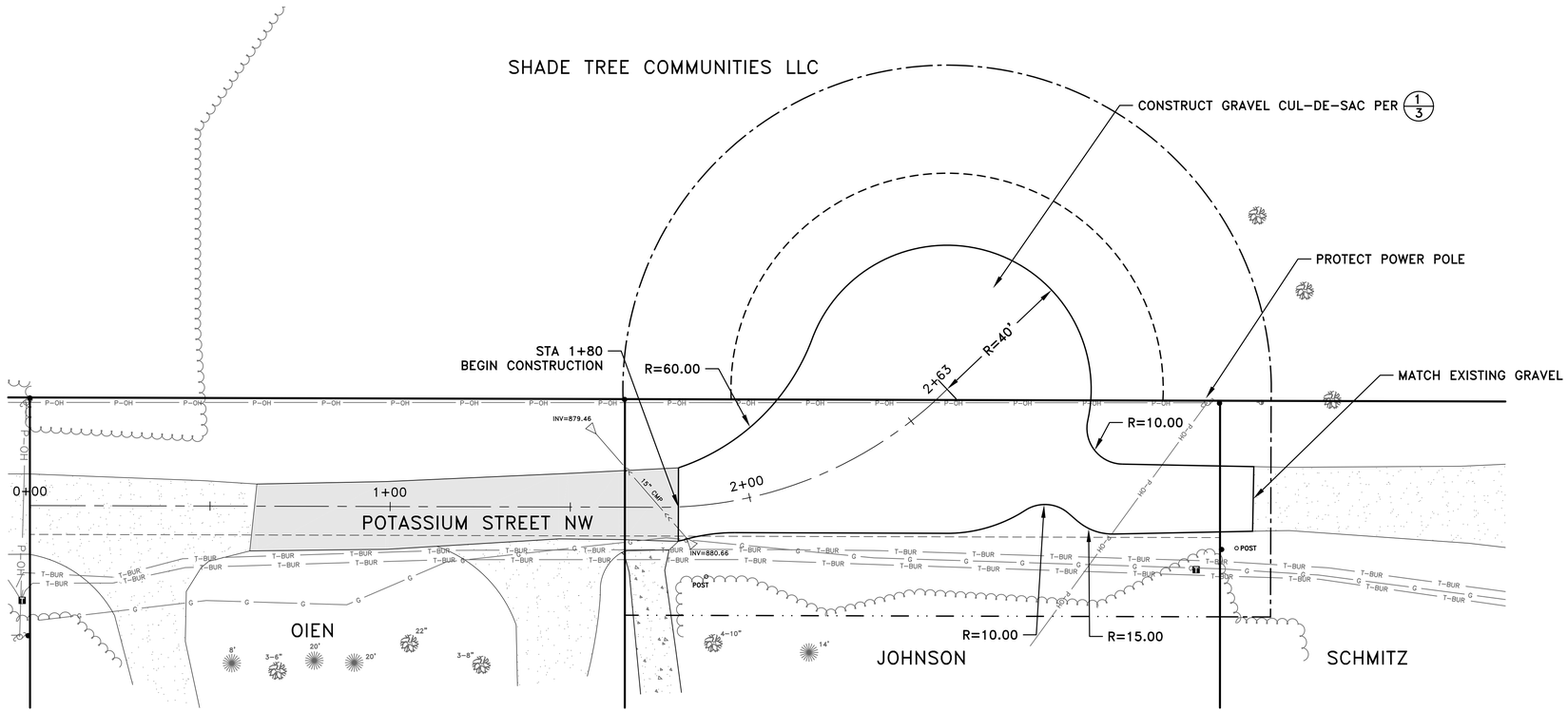
Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520
www.hakanson-anderson.com

IMPROVEMENT PROJECT #17-13
POTASSIUM STREET CUL-DE-SAC

REMOVALS PLAN
CITY OF RAMSEY, MINNESOTA

SHEET 4 OF 7 SHEETS

RA3186



20 0 20 40
SCALE IN FT.

LEGEND

= EDGE OF WOODS
= DENOTES OVERHEAD ELECTRIC LINE
= DENOTES UNDERGROUND TELEPHONE LINE
= DENOTES GAS LINE
= UTILITY POLE
= TELEPHONE PEDESTAL
= CONIFEROUS TREE (SPREAD)
= DECIDUOUS TREE (DIAMETER)
= DENOTES CONCRETE SURFACE
= DENOTES BITUMINOUS SURFACE
= DENOTES GRAVEL SURFACE
= EXISTING CONTOUR
= PROPOSED CONTOUR
= PROPOSED PERMANENT ROADWAY EASEMENT
= PROPOSED TEMPORARY ROADWAY EASEMENT
= PROPOSED TEMPORARY GRADING EASEMENT
= PROPERTY CORNER

DATE	REVISION
6/29/17	CITY COMMENTS
8/4/17	CITY COMMENTS
9/28/17	SHIFT CUL-DE-SAC SOUTH

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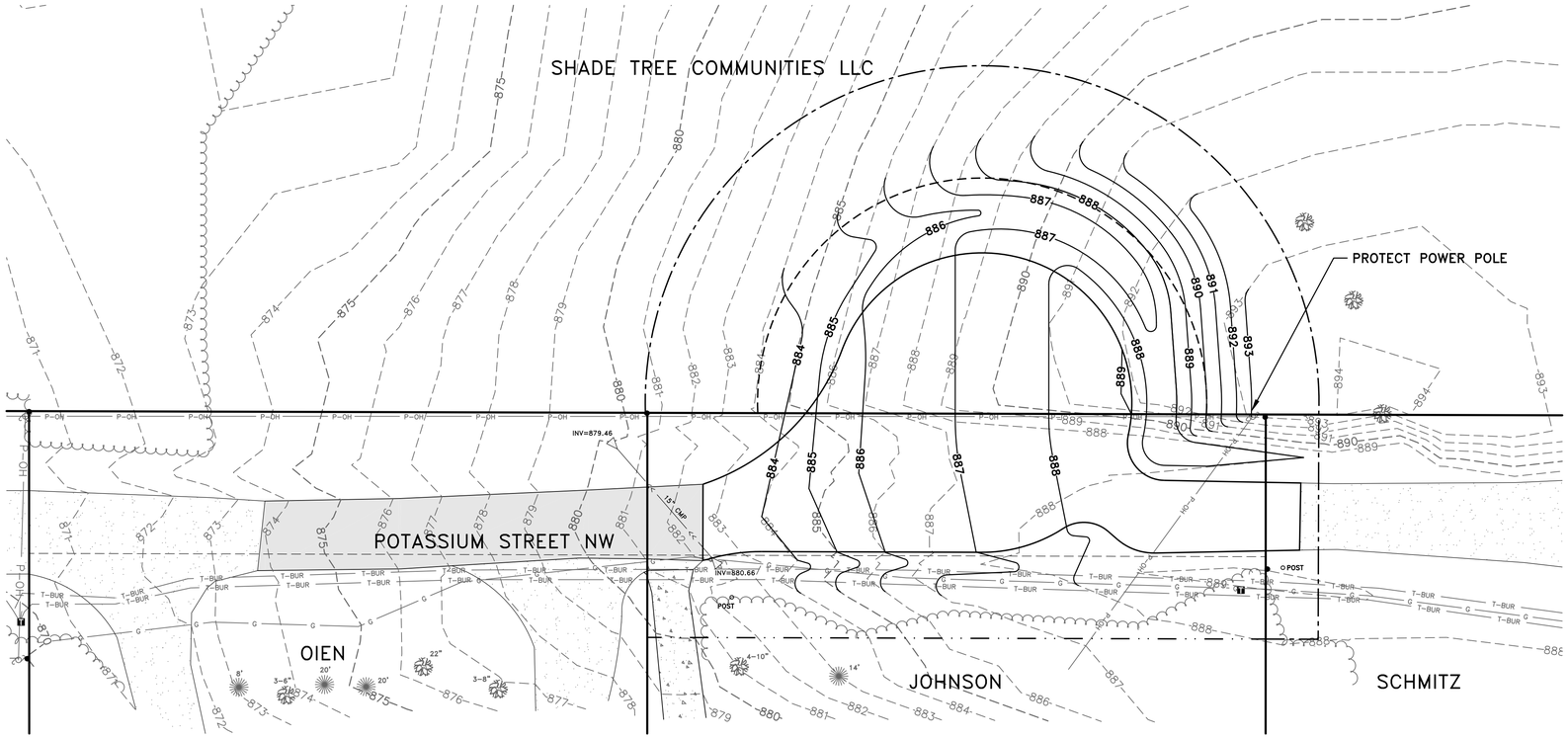
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IMPROVEMENT PROJECT #17-13
POTASSIUM STREET CUL-DE-SAC

CONSTRUCTION PLAN
CITY OF RAMSEY, MINNESOTA

SHEET 5 OF 7 SHEETS

RA3186



20 0 20 40
SCALE IN FT.

LEGEND

= EDGE OF WOODS
= DENOTES OVERHEAD ELECTRIC LINE
= DENOTES UNDERGROUND TELEPHONE LINE
= DENOTES GAS LINE
= UTILITY POLE
= TELEPHONE PEDESTAL
= CONIFEROUS TREE (SPREAD)
= DECIDUOUS TREE (DIAMETER)
= DENOTES CONCRETE SURFACE
= DENOTES BITUMINOUS SURFACE
= DENOTES GRAVEL SURFACE
= EXISTING CONTOUR
= PROPOSED CONTOUR
= PROPOSED PERMANENT ROADWAY EASEMENT
= PROPOSED TEMPORARY ROADWAY EASEMENT
= PROPOSED TEMPORARY GRADING EASEMENT
= PROPERTY CORNER

DATE	REVISION
6/29/17	CITY COMMENTS
8/4/17	CITY COMMENTS
9/28/17	SHIFT CUL-DE-SAC SOUTH

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SHANE M. NELSON, P.E.
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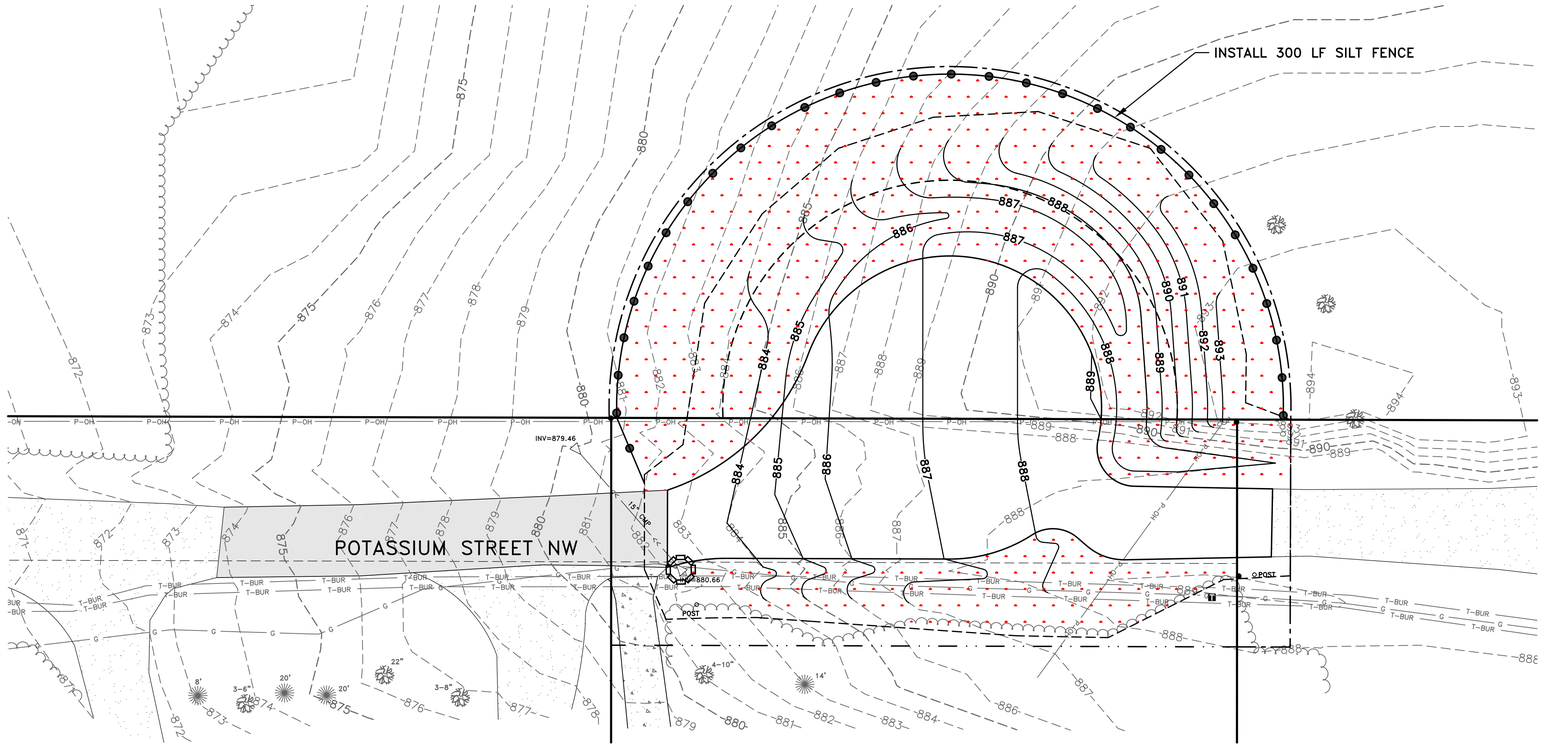
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763-427-5860 FAX 763-427-0520
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IMPROVEMENT PROJECT #17-13
POTASSIUM STREET CUL-DE-SAC

GRADING PLAN
CITY OF RAMSEY, MINNESOTA

SHEET 6 OF 7 SHEETS

RA3186



20 0 20 40
SCALE IN FT.

LEGEND

- = EDGE OF WOODS
- P–OH = DENOTES OVERHEAD ELECTRIC LINE
- T–BUR = DENOTES UNDERGROUND TELEPHONE LINE
- G = DENOTES GAS LINE
- = UTILITY POLE
- T = TELEPHONE PEDESTAL
- = CONIFEROUS TREE (SPREAD)
- = DECIDUOUS TREE (DIAMETER)
- = DENOTES CONCRETE SURFACE
- = DENOTES BITUMINOUS SURFACE
- = DENOTES GRAVEL SURFACE
- 800 = EXISTING CONTOUR
- 800 = PROPOSED CONTOUR
- = PROPOSED PERMANENT ROADWAY EASEMENT
- = PROPOSED TEMPORARY ROADWAY EASEMENT
- = PROPOSED TEMPORARY GRADING EASEMENT
- = PROPERTY CORNER
- = SILT FENCE
- = MNDOT SEED MIX 25–141 AND HYDRAULIC SOIL STABILIZER TYPE BONDED FIBER MATRIX (BFM)
- = CONSTRUCTION LIMITS
- = INLET PROTECTION

DATE	REVISION
6/29/17	CITY COMMENTS
8/4/17	CITY COMMENTS
9/28/17	SHIFT CUL–DE–SAC SOUTH

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.

SHANE M. NELSON, P.E.
Date 6–23–17 Lic. No. 43381

DESIGNED BY: SMN
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CHECKED BY: SMN

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IMPROVEMENT PROJECT #17–13
POTASSIUM STREET CUL–DE–SAC

EROSION AND SEDIMENT CONTROL PLAN
CITY OF RAMSEY, MINNESOTA

SHEET 7 OF 7 SHEETS

RA3186



City of RAMSEY

Potassium Street Easement

15641 POTASSIUM ST NW

23-32-25-12-0003

Legend

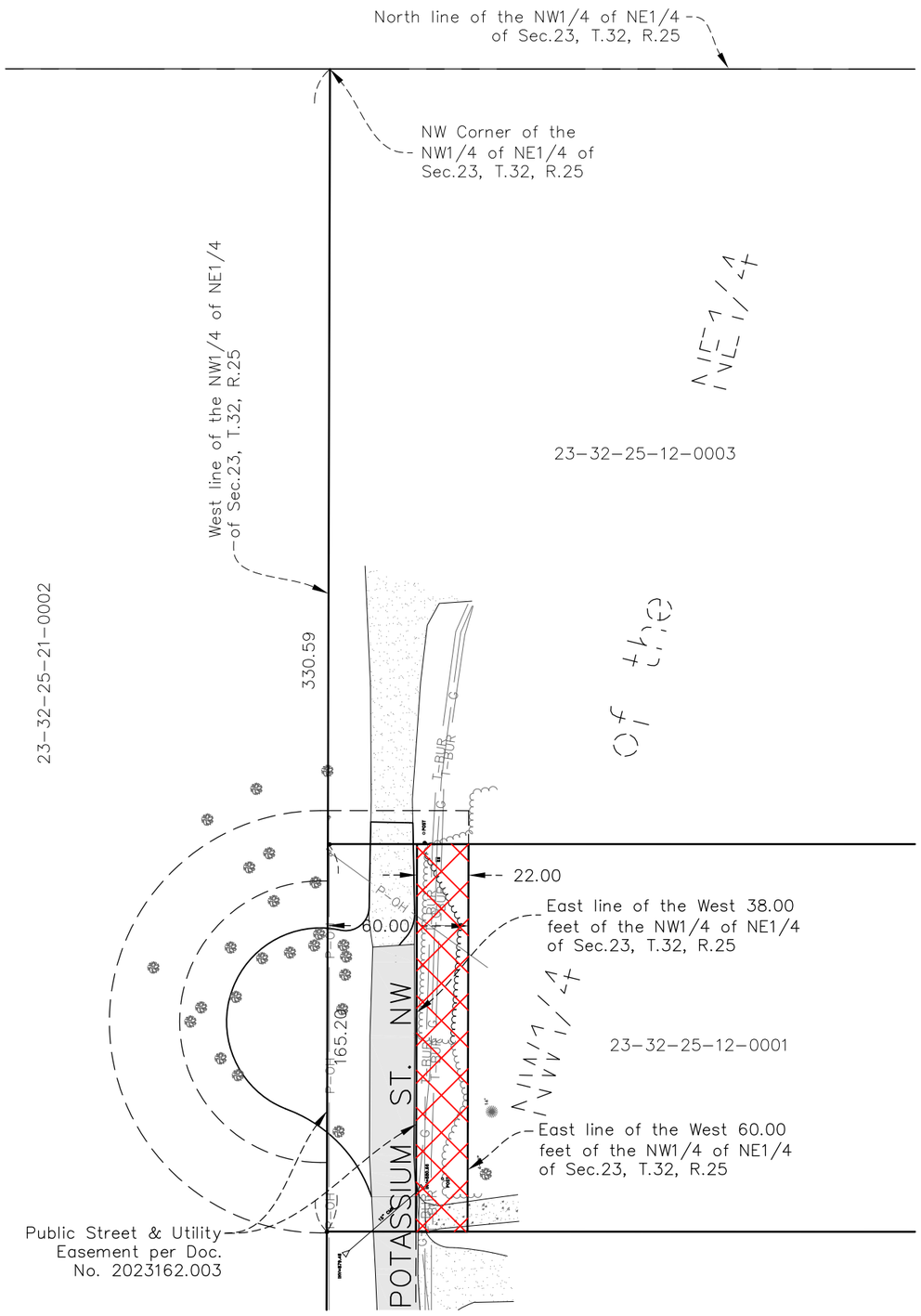
Site

Parcels

N

Print Date: May 4, 2017

0 550 1,100 Feet



EXISTING PROPERTY DESCRIPTION: (PER DOC. NO. 1185141.001)

That part of the Northwest Quarter of the Northeast Quarter of Section 23, Township 32, Range 25, Anoka County, Minnesota, as follows: Commencing at the Northwesterly corner of the Northwest Quarter of the Northeast Quarter; thence southerly along the west line of said Northwest Quarter of the Northeast Quarter a distance of 330.39 feet to the actual point of beginning of the tract to be herein described; thence continuing southerly on the west line of said Northwest Quarter of the Northeast Quarter a distance of 165.20 feet; thence easterly on a straight line to a point on the east line of said Northwest Quarter of the Northeast Quarter a distance of 495.59 feet south of the north line of said Northwest Quarter of the Northeast Quarter; thence Northerly along said East line of said Northwest Quarter of Northeast Quarter a distance of 165.20 feet; thence Westerly a distance of 1327.03 feet to the point of beginning of the tract herein described.

PROPOSED EASEMENT DESCRIPTION:

A perpetual easement for roadway purposes over, under, and across the East 22.00 feet of the West 60.00 feet of the following described property:

That part of the Northwest Quarter of the Northeast Quarter of Section 23, Township 32, Range 25, Anoka County, Minnesota, as follows: Commencing at the Northwesterly corner of the Northwest Quarter of the Northeast Quarter; thence southerly along the west line of said Northwest Quarter of the Northeast Quarter a distance of 330.39 feet to the actual point of beginning of the tract to be herein described; thence continuing southerly on the west line of said Northwest Quarter of the Northeast Quarter a distance of 165.20 feet; thence easterly on a straight line to a point on the east line of said Northwest Quarter of the Northeast Quarter a distance of 495.59 feet south of the north line of said Northwest Quarter of the Northeast Quarter; thence Northerly along said East line of said Northwest Quarter of Northeast Quarter a distance of 165.20 feet; thence Westerly a distance of 1327.03 feet to the point of beginning of the tract herein described.

N

Scale
1" = 60'

– Denotes Proposed Permanent Roadway Easement

Area of Permanent Roadway Easement = 3,635 Sq.Ft. or 0.083 Acres

PROPERTY OWNER:

David A. and Linda J. Johnson

PID# 23-32-25-12-0001

Date	Revision
9/29/17	Adjacent Easement Lines

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

Charles R. Christopherson, MN License No. 18420 — Date 07/25/17

City of RAMSEY

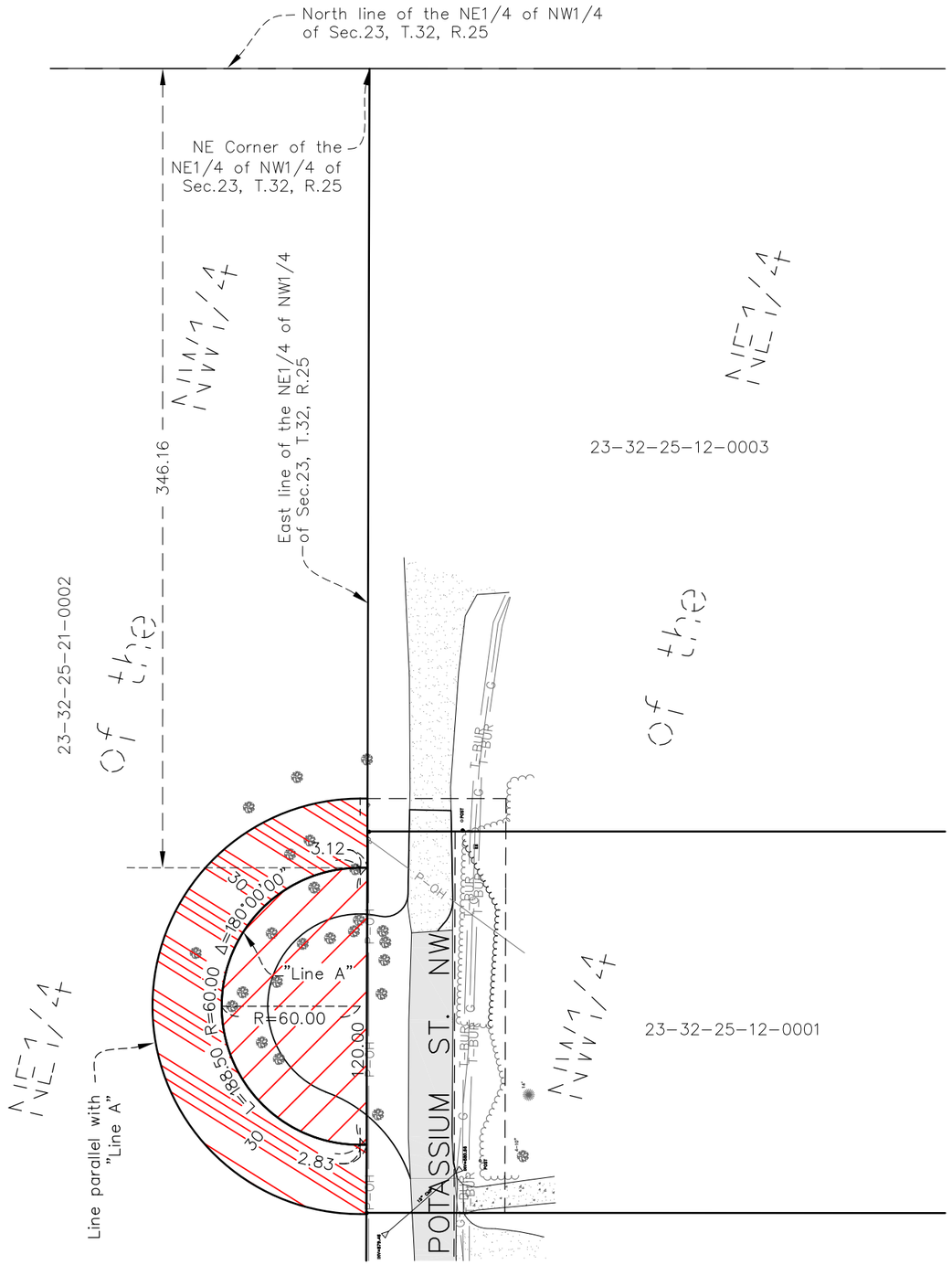
Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520

Easement Exhibit
for
CITY OF RAMSEY

DATE 07/25/17 | FILE NO. RA3186

SHEET 1 OF 1 SHEETS

Sep 29, 2017 – 10:39am
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EXISTING PROPERTY DESCRIPTION: (PER DOC. NO. 1976786.001)

All that part of the Northeast Quarter of the Northwest Quarter of Section 23, Township 32, Range 25, lying East of the Easterly Right of Way of County State Aid Highway No. 5, Anoka County, Minnesota.

PROPOSED EASEMENT DESCRIPTIONS:

A perpetual easement for roadway purposes over, under, and across that part of the Northeast Quarter of the Northwest Quarter of Section 23, Township 32, Range 25, Anoka County, Minnesota, described as follows:

Beginning at the point of intersection of the East line of said Northeast Quarter of the Northwest Quarter with the South line of the North 346.16 feet of said Northeast Quarter of the Northwest Quarter of said Section 23; thence Westerly, along said South line of the North 346.16 feet of said Northeast Quarter of the Northwest Quarter, a distance of 3.12 feet; thence Westerly, Southerly, and Easterly a distance of 188.50 feet along a tangential curve concave to the East, having a radius of 60.00 feet and a central angle of 180 degrees 00 minutes 00 seconds; thence Easterly, tangent to the last described curve, a distance of 2.83 feet to the intersection with said East line of the Northeast Quarter of the Northwest Quarter; thence Northerly, along said East line of the Northeast Quarter of the Northwest Quarter, a distance of 120.00 feet to the point of beginning.

AND

A temporary easement for construction and grading purposes over, under, and across that part of the Northeast Quarter of the Northwest Quarter of Section 23, Township 32, Range 25, Anoka County, Minnesota, which lies between the following described "Line A" and its extensions and a line drawn parallel with and distant 30.00 feet right of said "Line A" and its extensions:

Beginning at the point of intersection of the East line of said Northeast Quarter of the Northwest Quarter with the South line of the North 346.16 feet of said Northeast Quarter of the Northwest Quarter of said Section 23; thence Westerly, along said South line of said North 346.16 feet of said Northeast Quarter of the Northwest Quarter, a distance of 3.12 feet; thence Westerly, Southerly, and Easterly a distance of 188.50 feet along a tangential curve concave to the East, having a radius of 60.00 feet and a central angle of 180 degrees 00 minutes 00 seconds; thence Easterly, tangent to the last described curve, a distance of 2.83 feet to the intersection with said East line of the Northeast Quarter of the Northwest Quarter and said "Line A" there terminating.

Said temporary easement shall expire _____.

Scale 1" = 60'

PROPERTY OWNER:
Shade Tree Communities LLC

PID# 23-32-25-21-0002

– Denotes Proposed Temporary Roadway Easement

– Denotes Proposed Temporary Grading Easement

Area of Temporary Roadway Easement = 6,012 Sq.Ft. or 0.138 Acres

Area of Temporary Grading Easement = 7,247 Sq.Ft. or 0.166 Acres

Date	Revision
9/29/17	Easement Description

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

Charles R. Christopherson, MN License No. 18420 — Date 07/25/17

City of RAMSEY

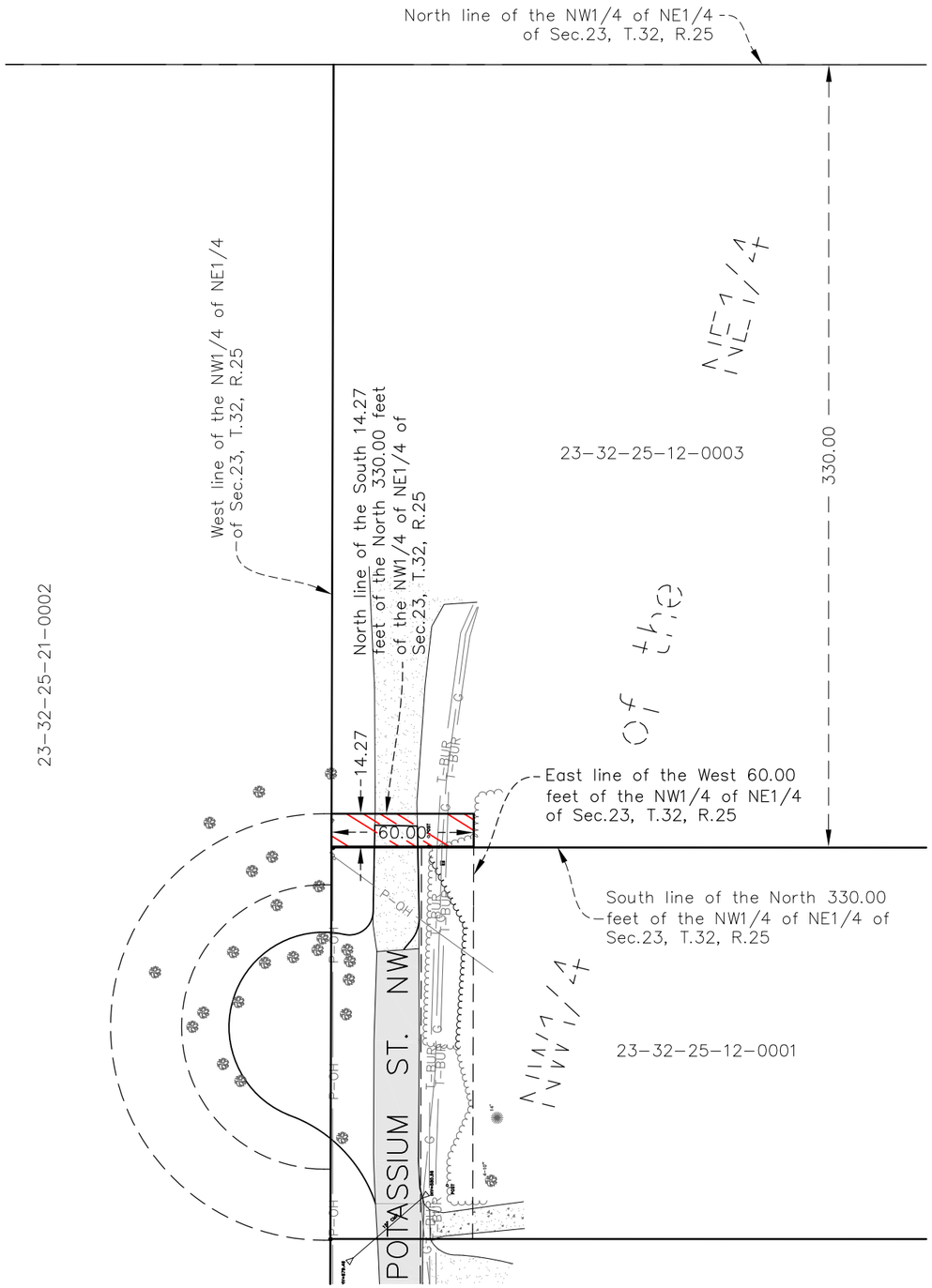
Hakanson Anderson
Civil Engineers and Land Surveyors
3601 Thurston Ave., Anoka, Minnesota 55303
763-427-5860 FAX 763-427-0520

Easement Exhibit
for
CITY OF RAMSEY

DATE 07/25/17 | FILE NO. RA3186

SHEET 1 OF 1 SHEETS

Sep 29, 2017 – 10:40am
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EXISTING PROPERTY DESCRIPTION: (PER DOC. NO. 2099716.001)

The North 330 feet of the Northwest 1/4 of Northeast 1/4 of Section 23, Township 32, Range 25, Anoka County, Minnesota.

PROPOSED TEMPORARY EASEMENT DESCRIPTION:

A temporary easement for construction and grading purposes over, under, and across the West 60.00 feet of the South 14.27 feet of the North 330.00 feet of the Northwest Quarter of the Northeast Quarter of Section 23, Township 32, Range 25, Anoka County, Minnesota.

Said temporary easement shall expire _____.

– Denotes Proposed Temporary Grading Easement

Area of Temporary Grading Easement = 854 Sq.Ft. or 0.020 Acres

N

Scale
1" = 60'

PROPERTY OWNER:
Ronald J. and Shannon M. Schmitz

PID# 23-32-25-12-0003

Date	Revision
9/29/17	Easement Description

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

Charles R. Christopherson, MN License No. 18420 — Date 07/25/17

City of RAMSEY

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

Easement Exhibit
for
CITY OF RAMSEY

DATE 07/25/17 | FILE NO. RA3186

SHEET 1 OF 1 SHEETS

Sep 29, 2017 – 10:39am
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