City of Ramsey
Agenda
Regular City Council
Tuesday, July 12, 2022
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

Remote Attendance available at www.cityoframsey.com/meetings.
Those joining remotely and requesting to speak are asked to use a webcam when speaking.

1. Call to Order

2. Presentation

3. Citizen Input

4. Approve Agenda

5. Consent Agenda

1. Note the Following Boards, Commissions, and Committee Meeting Minutes:
- Economic Development Authority Dated May 12, 2022
- Planning Commission Meeting Minutes Dated May 26, 2022
- Public Works Committee Dated May 17, 2022

2. Approve the Following Meeting Minutes:

1. City Council Work Session dated 06/28/2022
2. City Council Regular Session dated 06/28/2022

3. Approve Rental Licenses

4. Approve Business Licenses

5. Authorization to Hire an IT Security Administrator

6. Adopt Resolution #22-159 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 23, 2022 through July 6, 2022

7. Adopt Resolution #22-143 Appointing Election Judges for the Primary Election on August 9, 2022

8. Adopt Resolution #22-153 Approving Easement Agreement with PSD, LLC for Riverdale Drive Extension, Llama Street to Bowers Drive, Improvement Project #20-05

9. Adopt Resolution #22-154 Appointing a Replacement Councilmember Liaison to the Parks and Recreation Commission

10. Adopt Resolution #22-158 Approving Cooperative Construction Agreement #1050030 for Improvement Project #20-05, Riverdale Drive Extension, Llama Street to Bowers Drive

6. Public Hearing

7. Council Business

1. Introduce Ordinances #22-21 and #22-22 for Anoka Ramsey Athletic Association Rezoning and Zoning Code text amendment at 14622 and 14650 Ferret St. NW

2. Consider a Request for a Home Occupation Permit at 6131 Green Valley Rd NW (Project No. 22-118); Case of J. Hill Container Company

3. Adopt Resolution #22-125 Approving Site Plan, Preliminary Plat and Final Plat for PACT Addition and PACT Charter School

4. Adopt Resolution #22-157 Authorizing the Issuance of Charter School Lease Revenue Refunding Bonds to Finance and Refinance a Public (Charter) School Project Pursuant to Minnesota Law, and Authorizing the Execution of Various Documents in Connection Therewith (Pact Charter School Project)

5. Introduce Ordinance #22-20 Armstrong Boulevard Interchange/Highway 10 Signage Overlay District Zoning Code Text Amendment

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session **5. 1.**

Meeting Date: 07/12/2022

Submitted For: Nicole Laubach, Community Development

By: Brian McCann, Community Development

Information

Title

Note the Following Boards, Commissions, and Committee Meeting Minutes:

- Economic Development Authority Dated May 12, 2022
- Planning Commission Meeting Minutes Dated May 26, 2022
- Public Works Committee Dated May 17, 2022

Purpose/Background:

N/A

Recommendation:

N/A

Action:

N/A

Attachments

Planning Commission Meeting Minutes

Public Works Committee Minutes

EDA Minutes

Form Review

Inbox	Reviewed By	Date
Mary Jo Warner	MaryJo Warner	06/29/2022 09:47 AM
Brian Hagen	Brian Hagen	07/07/2022 10:14 AM
Form Started By: Nicole Laubach		Started On: 06/24/2022 10:29 AM
Final Approval Date: 07/07/2022		

PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, May 26, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Randy Bauer Commissioner Bruce Anderson Commissioner Cheri Gengler Commissioner Tom Hunt Commissioner Eric Peters Commissioner Gary VanScoy Commissioner Brian Walker
Members Absent:	None
Also Present:	Planning Manager Todd Larson City Planner Brian McCann Senior Planner Chris Anderson Community Development Dir/Deputy City Admin Brian Hagen City Council Liaison Matt Woestehoff City Engineer Bruce Westby

1. CALL TO ORDER

Chairperson Bauer called the regular meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Chairperson Bauer led the group in the Pledge of Allegiance.

3. CITIZEN INPUT

None.

4. APPROVAL OF AGENDA

Motion by Commissioner Peters, seconded by Commissioner Gengler, to approve the agenda as presented.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Peters, Gengler, Anderson, Hunt, VanScoy, and Walker. Voting No: None. Absent: None.

5. CONSENT AGENDA

5.01: Approve the April 28, 2022 Planning Commission Meeting Minutes

Motion by Commissioner Anderson, seconded by Commissioner Peters, to approve the consent agenda as presented.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Anderson, Peters, Gengler, Hunt, VanScoy, and Walker. Voting No: None. Absent: None.

6. PUBLIC HEARINGS/COMMISSION BUSINESS

6.01: Public Hearing: Ordinance #22-19 Amending Sign Code to Allow Off-Premise Digital Billboard Signs

Public Hearing

Chairperson Bauer called the public hearing to order at 7:02 p.m.

Presentation

Community Development Dir/Deputy City Admin Brian Hagen presented the staff report stating that staff recommends adoption of Ordinance #22-19 with a change to strike Section C(10).

Commissioner VanScoy referenced the mention about the City having discretion over the parcel that would be leased and asked for details.

Community Development Dir/Deputy City Admin Brian Hagen replied that the EDA has been working with iDigital and the proposed location of the sign is south of City Hall. He stated that the property is City owned and therefore the display would be on leased land.

Commissioner VanScoy stated that if the intent is to lease land for the sign, would that still provide the ability to contract for time for the City to advertise on the sign.

Community Development Dir/Deputy City Admin Brian Hagen confirmed that language would be included within the terms of the lease. He stated that the language would provide a reduced rate for Ramsey businesses and would also allow the City to advertise its messaging.

Commissioner VanScoy asked if the City would have the same ability if a sign were constructed on land not owned by the City.

Community Development Dir/Deputy City Admin Brian Hagen replied that the City would not have that right and the right would instead lie with the underlying landowner in their negotiations with the sign company.

Commissioner VanScoy asked if Section C(10) is then not valid.

Community Development Dir/Deputy City Admin Brian Hagen replied that staff felt it was not a provision that could be forced on landowners but that could be further investigated with the City Attorney.

Citizen Input

Councilmember Woestehoff asked if there would be a scenario, although unlikely, that there could be three digital billboards within the City that are not on City land and therefore would not have the lease with the City.

Community Development Dir/Deputy City Admin Brian Hagen confirmed that would be a potential scenario.

Commissioner Walker commented that the City is currently engaged in negotiations to place a billboard on City property.

Community Development Dir/Deputy City Admin Brian Hagen confirmed that there is a negotiated lease recommended for approval by the EDA that has not yet gone to the City Council because the ordinance was not yet in place. He stated that if the ordinance is adopted, the lease would continue to move forward, and the CUP process would follow.

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

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Walker, Anderson, Gengler, Hunt, and Peters. Voting No: None. Absent: None.

Chairperson Bauer closed the public hearing closed at 7:11 p.m.

Commission Business

Motion by Commissioner Peters to recommend that City Council adopt Ordinance #22-19 Amending Sign Code to Allow Off-Premise Digital Billboard Signs with a change to strike Section C(10).

Motion died for lack of second.

Commissioner Walker commented that he does not like the idea of changing the rules to allow the City to have a digital billboard display, whether there is revenue gained or not. He stated that he believed that if a resident brought this forward, it would have been an uphill battle. He stated that he does not like the aesthetic along highways and will not support this.

Motion by Commissioner Walker, seconded by Commissioner VanScoy, to recommend that City Council deny Ordinance #22-19 Amending Sign Code to Allow Off-Premise Digital Billboard Signs with a change to strike Section C(10).

Further discussion

Commissioner VanScoy stated that he does not like the concept of adding billboards along the highway as the aesthetic is objectional. He commented that the ordinance is well written.

Motion Carried. Voting Yes: Commissioners Walker, VanScoy, Gengler and Hunt. Voting No: Chairperson Bauer, Commissioners Anderson, and Peters. Absent: None.

6.02: Public Hearing: Consider Zoning Amendment to Rezone 15861 Jarvis St NW (Project No. 22-120); Case of Big C Development LLC

Public Hearing

Chairperson Bauer called the public hearing to order at 7:16 p.m.

Presentation

City Planner McCann presented the staff report stating that staff recommends that the Planning Commission recommend the City Council introduce and adopt Ordinance #22-18 rezoning the subject property from R-1 (Rural Developing) to E-3 Employment.

Commissioner VanScoy commented that the property is currently used for storage.

City Planner McCann commented that the property has been evaluated through the Code Enforcement process and believes that it has come into compliance.

Commissioner VanScoy commented that he visited the site this week and noticed some grading but did not believe it to be in compliance. He asked if this change in zoning would allow the City to place parameters on what could be done on the site.

City Planner McCann confirmed that to be correct. He stated that the E-3 District does allow open outdoor storage as a conditional use, and therefore would need to follow the CUP process. He confirmed that outdoor storage would be conditional to another use/building and the site would not be allowed to be used only for outdoor storage.

Commissioner VanScoy asked if there are berms between the subject property and golf course.

Senior Planner Anderson confirmed that there is some berming between the golf course and this property. He stated that if a site plan were to come forward for the property, they would apply the applicable standards from the E-3 District.

Citizen Input

There were no comments.

Motion by Commissioner Peters, seconded by Commissioner Gengler, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Peters, Gengler, Anderson, Hunt, VanScoy, and Walker. Voting No: None. Absent: None.

Chairperson Bauer closed the public hearing closed at 7:21 p.m.

Commission Business

Motion by Commissioner VanScoy, seconded by Commissioner Hunt, to recommend that City Council introduce and adopt Ordinance #22-18 rezoning the subject property from R-1 (Rural Developing) to E-3 Employment.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Hunt, Anderson, Gengler, Peters, and Walker. Voting No: None. Absent: None.

6.03: Public Hearing: Consider Grading and Excavating IUP at Ramsey Elementary School – 15000 Nowthen Blvd. NW

Public Hearing

Chairperson Bauer called the public hearing to order at 7:22 p.m.

Presentation

Planning Manager Larson presented the staff report stating that staff recommends approving Resolution #22-123 approving an Interim Use Permit for grading and excavating at 15000 Nowthen Boulevard NW and declaring terms of same.

Commissioner Anderson asked for more explanation on the reference of Fred Moore.

Planning Manager Larson commented that within the rules the District would be allowed to do that. He confirmed that the water would not be flowing between those two locations. He commented that the District would like to provide more infiltration within its sites.

Chairperson Bauer asked if that would be similar to wetlands, in that if work is being done to wetlands it can be offset with wetlands in another area.

Planning Manager Larson noted that a representative from the School District is present and could perhaps answer that question.

Citizen Input

Bill Diede, Bolton and Menk, spoke in representation of the applicant. He explained that work was done at the Fred Moore Middle School and is now completed. He stated that part of the

requirements of that project through the Lower Rum River Water Management Organization (LRRWMO) was that infiltration be provided. He stated that they were unable to provide that infiltration at Fred Moore and instead worked with the LRRWMO to find another site within the District properties and LRRWMO boundaries to add infiltration. He stated that they chose the Ramsey Elementary location to provide that required infiltration. He explained that they are not taking water from Fred Moore to Ramsey Elementary and are instead just adding the additional treatment on the Ramsey Elementary site.

Commissioner VanScoy stated that therefore this would seem to look at the entire LRRWMO area and District properties in order to add treatment.

Mr. Diede confirmed that there were unable to add infiltration at Fred Moore and therefore are adding the treatment to Ramsey Elementary to offset the additional hardcover added at Fred Moore.

Commissioner Hunt asked for details on construction and whether the access to play equipment would be impacted.

Jay Pomeroy, Bolton and Menk, confirmed that the treatment is within the LRRWMO boundaries. He stated that the project will be done this summer and the playground will not be damaged or upset. He stated that there are no summer activities planned at the school for the summer.

Commissioner Hunt asked what would happen if the project were to exceed the summer break.

Mr. Pomeroy commented that the trucking would be done in about 1.5 months. He stated that the restoration work would continue into the next year.

Jason Patrow, 16209 Sapphire Street, commented that he supports the project. He stated that his son attends the school, and the excessive runoff creates potholes in the parking lot. He stated that his son is in a wheelchair and the potholes cause issues with his access to the school. He asked whether there would be a permanent fence around the basin to prevent children from trying to play in the water.

Mr. Pomeroy stated that the fencing is not included at this time. He stated that if a child were to jump the fence and get into the pond, it would be difficult to get the child out. He stated that they would provide a vegetative bench to prevent access to the pond.

Mr. Diede stated that the circular feature would permanently hold water, about three to four feet in depth while the larger area is intended to be dry within 48 hours after a rain event.

Commissioner Anderson asked if the natural plantings would be along the circular pond that will hold water.

Mr. Pomeroy commented that at the surface of the water there will be a gradual slope where vegetation will grow that will naturally provide a buffer.

Commissioner Hunt asked the number of trucks that will go in and out and what times of day that would occur.

Mr. Pomeroy stated that the amount of excavation equates to about 450 or 480 trucks but would be over 1.5 months.

Commissioner Hunt commented on the business of Nowthen Boulevard and 47.

Motion by Commissioner Anderson, seconded by Commissioner Peters, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Anderson, Peters, Gengler, Hunt, VanScoy, and Walker. Voting No: None. Absent: None.

Chairperson Bauer closed the public hearing closed at 7:37 p.m.

Commission Business

Motion by Commissioner Anderson, seconded by Commissioner VanScoy, to approve Resolution #22-123 Approving an Interim Use Permit for Grading and Excavating at 15000 Nowthen Boulevard NW and Declaring Terms of the Same.

Further discussion

Commissioner VanScoy referenced the recommendations from engineering and asked if that would need to be added to the motion. Planning Manager Larson noted that those comments were added to the draft resolution. Commissioner Walker commented that he would like to see a fence added as this will be at a school where there are curious kids, noting that fencing is required around swimming pools. Commissioner Gengler stated that before she would recommend that, she would want to hear more information as the comment was made that while that may seem safer, the opposite seems to be true. Councilmember Woestehoff stated that the Code only requires fencing around swimming pools deeper than four feet. Chair Bauer noted that the proposed depth would be less than that. He stated that there are ponds within his development that do not have fencing and the comment from the developer was that the pond is safest without the fence for the same reasons mentioned by Bolton and Menk. Commissioner VanScoy stated that he was also concerned with safety but would follow the expertise of those that have that knowledge. Commissioner Walker asked the maximum depth of water that could be held in the pond. Mr. Pomeroy replied 3.999 feet would be the maximum depth. Community Development Dir/Deputy City Admin Brian Hagen replied that staff could obtain input from the Fire and Police departments as well before this goes to the City Council. Chair Bauer suggested that the motion move forward as presented with the agreement that staff will consult with Police and Fire prior to the Council meeting.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Anderson, VanScoy, Gengler, Hunt, Peters, and Walker. Voting No: None. Absent: None.

6.04: Public Hearing: Consider Site Plan, Preliminary Plat, and Variance Request for a New PACT Charter School 6-12 Grade Campus at 7633 161st Avenue NW (Project No. 22-107): Case of JB Vang

Public Hearing

Chairperson Bauer noted that he and Commissioner VanScoy have involved with the Church of Saint Katharine Drexel and therefore would have a conflict and will be recusing themselves from this discussion.

Acting Chairperson Gengler called the public hearing to order at 7:44 p.m.

Presentation

Senior Planner Anderson presented the staff report stating that staff recommends approval of the variance, site plan and preliminary plat contingent upon compliance with staff review comments and providing an analysis of projected noise related to the athletic field activities.

Commissioner Anderson asked why the Variolite entrance was removed.

Senior Planner Anderson replied that the applicant could best address that question.

Commissioner Walker referenced the two retention ponds and asked if staff knows the size of those ponds.

Senior Planner Anderson replied that the project team could best address that as well.

Citizen Input

Justin Fincher, JB Vang, spoke in representation of the applicant and stated that there was concern expressed in a previous public hearing related to sightline access at Variolite and noted that was one reason to remove that entrance. He stated that they initially believed that entrance would be needed to alleviate traffic concerns, but upon completion of the traffic study they learned that would not be necessary.

Commissioner Anderson stated that he would prefer to have a separate entrance for buses to separate the bus and student driver traffic.

Mr. Fincher commented that they could look to reintroduce that entrance. He stated that there is a separate entry point and queuing area versus the parent pick-up/drop-off and student driver traffic.

Commissioner Anderson stated that he would prefer to have the Variolite access.

Commissioner Walker agreed noting that if nothing else, he would like to see a one way only exit for the buses to exit from the school to make a right hand turn onto Variolite. He asked for details on the retention ponds.

Eric Meyer, Larson Engineering, provided details on the infiltration basins and ponding and how they would function.

Commissioner Walker commented that he is curious as to how they can make the majority of the site concrete and treat the runoff in the small basins and not impact the wetlands.

Mr. Meyer commented that the water is piped into the basin which is meant to infiltration water and then they will control the rate to ensure that the discharge does not exceed the current rates. He confirmed that their plans meet all the requirements of the LRRWMO and the State.

Commissioner Walker commented that he lives along Variolite and observes the water held in the ditches after a rain event, therefore he has concern that this development would add to that issue. He asked who would be responsible if there were issues caused to neighboring property owners.

Mr. Meyer commented that they are meeting the requirements.

Commissioner Walker commented that if more water comes off this property, which currently soaks up water, he has concern for the residents if the retention ponds are not functioning as intended.

Mr. Meyer commented that they will also have a maintenance agreement for the pond to ensure it continues to function.

Commissioner Walker commented that this is a very wet area already and asked what would be done if there is water in basements after this is built.

Mr. Fincher stated that there is a separate process for the review and approval of the stormwater design that is currently underway with the LRRWMO. He commented that there would be a detailed analysis to ensure that there would not be negative impacts. He stated that perhaps those concerns could be passed to the LRRWMO in its review as that is a separate process. He stated that there was a recommendation to complete a noise analysis. He stated that his company has represented many Charter Schools and has never had that required in the past. He noted that they would be willing to work with City staff to complete that. He commented that this is next to Central Park that has multiple fields. He stated that the school is proposing a football/soccer field with track improvements. He commented that typically there are 10 to 12 games in a football season, split between home and away games, therefore that activity would be controlled. He commented that they welcome the recommendations of the EPB and will work to preserve as many mature trees as possible and recognized that could help to mitigate the noise and impacts to residential properties.

Debra Musgrove, 15247 Fluorine St NW, stated that she is the Chair of the LRRWMO Board and provided details on the process that group follows for permit review. She noted that all applications are reviewed by an engineering to ensure the rules are being met.

Jason Patrow, 16209 Sapphire Street, commented that he is an engineering project manager with 15 years of experience. He commented that the noise study is not just related to the stadium, field, and other items of note and believed that the rooftop mechanical equipment should also be included in the study. He commented that the field lights are 80 feet tall but noted that the field is also eight to ten feet higher than the properties to the north. He stated that recessing the field into the ground creates an amphitheater effect. He commented that removal of the trees will have an impact on the light and sound spilling onto neighboring properties. He did not believe there is adequate spacing for all the buses to que. He did not believe the retention pond was designed appropriately and provided his supporting information on his opinion. He commented that there are too many things being squeezed into a site. He commented that removal of the trees around the wetland would also change the dynamic of the wetland as shaded areas would then be exposed to sun. He commented that if there is an overflow the polluted water from the basin would enter the wetland and cause damage. He stated that the flooding in the area is already a concern but is manageable by the residents. He commented that discharging the water from the retention pond would not occur at the same rate as it would discharging through the soil. He stated that the elevated water from this site would compromise the drain field of the septic system for the neighbor to the north and could also impact the drinking water. He commented that the traffic study was completed for one day prior to Easter break, which is not accurate. He stated that he does have a concern with one access from 161st and the congestion that would bring to the residents in that area.

Danielle Holder, 7826 161st Avenue NW, stated that she has submitted written comments. She stated that this plan is overdone for the site. She noted that everything is being designed to minimum standards. She stated that the noise study was advised at the last meeting and has not been done yet. She asked how far the other schools of this nature are to residential homes. She stated that the trees are being removed and there will not be much to buffer that sound. She asked that the Commission table the request to meet higher standards. She noted that this site is already designed to the fullest capacity using minimum standards. She mentioned the cross easement with the church and stated that perhaps the pickup and drop off occur in the church parking lot to prevent stacking on 161st. She asked the Commission to hold the request until the noise study and other elements can be completed to ensure that the residents will be protected.

Jeffrey Lubarski, 7826 161st Avenue NW, asked the Commission to table the request tonight until the plat is completed and does not have contingencies. He believed that the neighborhood should have the ability to comment on the final plat before this moves forward. He commented that the school proposes one entrance and exit on 161st, which is a narrow residential street. He believed that there should be a secondary or primary exit/entrance on Variolite. He stated that if only one entrance/exit is proposed on 161st, his property is no longer viable as a residential property, and he should be allowed to covert it to commercial property.

Amanda Patrow, 16209 Sapphire Street NW, commented that she has had concerns from the beginning and does not feel the project should move forward due to water runoff, noise, light and traffic. She commented that the traffic study was completed only one day when school was in session. She did not believe the study should be used and should be redone. She commented that the numbers provided in the staff report equate to a total of 489 vehicles that would all use Variolite, Armstrong, and 161st Avenue. She stated that her neighborhood only has one road to get in and out, which is Variolite. She asked what would happen if emergency vehicles needed to

get down the road. She stated that they also have concern with the noise impacts from the PA system. She commented that the applicant has had plenty of time to get the sound study done but has not yet done so and noted that the rooftop equipment should be included. She stated that if everything cannot fit on the property, the school should look for a bigger lot rather than looking to use park or church space. She commented that Central Park is already used by many sports groups, and it would seem the school would want to connect to Central Park and use that space as well. She commented that the park is a public place where people should spend with their families, and it should not be allowed to be used by PACT. She stated that with the rising interest rates, PACT needed to make a decision as to whether to add more students or make the school smaller. He stated that they added more students which would compare to the attendance of Brookside, which has a much larger parcel on a County road. She asked that this continued to be reviewed by the Commission at a later date.

Mr. Patrow clarified that the dashed line is on the east side of the property and would connect Central Park to the school parking lot. He referenced the square footage of the school and noted that he used his software and the school plans and determined that the usable square footage of the space. He believed that the occupancy should be reviewed as his calculations show that being in excess of what would be allowed based on the usable space.

Mr. Fincher commented that instead of referring to a project manager in the neighborhood, he will refer to his team that are all licensed in their areas. He commented that they are not attempting to simply meet minimum standards, but to design what is needed for the school. He stated that rounding up, the square footage within the proposed plans would be 115,000 square feet. He stated that the traffic consultant could not attend tonight but clarified that they attempt to put the cameras up as quickly as possible following the solicitation process that PACT has to follow. He recognized that there was one day when the school was in session and the study was put into draft form, using the comments received before finalizing the report. He noted that the Trott Brook Crossing EAW was also cross-referenced and the findings within the draft report were consistent with those findings. He stated that the levels of service at the intersections they were required to review would not be impacted by the development. He noted that the intersections range from A, B and C ratings with the exception of one intersection that is already at a failing level currently. He stated that the dashed line was a recommendation from staff for PACT to consider at a potential in the future and therefore it was shown as potential in the future. He stated that there are building codes and standards in place regarding size and occupancy that they will meet. He stated that they did go through a separate Minnesota Department of Education (MDE) approval process where the plans from PACT were reviewed and approved by that entity. He stated that this is a public charter school and therefore is not sized or funded the same as a district school. He commented that they are not skirting anything under the rug and are going through all the necessary approvals.

Councilmember Woestehoff asked if the MDE report and comments could be shared.

Mr. Fincher commented that is public information that has been published and could be shared.

Commissioner Walker stated that after the first public hearing, the applicant assured the Commission that they would work with residents to address their concerns. He asked if anyone on the applicant's team has reached out to the neighbors to address their concerns.

Mr. Fincher commented that they have not specifically reached out to residents but believe they are addressing the concerns to the extent possible through this process. He would welcome further conversation if that were necessary. He commented that part of the Variolite access removal was budget related and in attempt to address resident concerns related to that access. He recognized that they will never make all parties happy.

Commissioner Walker commented that it is obvious there are a few residents spearheading the opposition and recommended that the applicant work with those residents to address their concerns.

Jason Tossey, 14417 Bowers Drive NW, stated that he is a Board member of PACT and also a social studies teacher. He stated that he would like to address information that was brought up that is not as accurate as it was portrayed. He stated that they may need to expand some students because of higher bond rates, but that would be spread over the two campuses. He stated that this is a much larger facility with more space than the existing facility. He stated that the plans have been changed and altered to address the concerns of the residents. He stated that the comment today to add the Variolite entrance back in is frustrating as the change was made to address concerns related to the sightline in that area from residents. He commented that they are doing everything they can to ensure the concerns of residents are met while also meeting all applicable standards from the City, State, and watershed. He stated that they will be working with the LRRWMO to ensure there will not be issues with flooding.

Mike Stuedmann, 1478 159th Avenue in Andover, and trustee of the Church of Saint Katharine Drexel stated that he would like to clarify comments that were made earlier. He stated that a written comment referenced how much the church gained by entering into the deal. He stated that the resident stated that the church "gained only $400,000 versus what could have been gained through other options". He stated that the church explored many other options, and this was the option that could move forward. He stated that PACT approached the church many years ago and therefore this is not a kneejerk reaction. He commented that the email also states that the church "would be willing to do anything to make this happen and sacrifice the wellbeing at any cost". He stated that could not be further from the truth as the church is a good steward. He stated that the shared parking agreement was a suggestion of the church in order to result in a win/win situation where the entities could partner.

Ms. Holder commented that she has a copy of the letter from MDE which basically states that the financial information provided means that it would be fiscally responsible to move forward and that the school would need to comply with all other entities and their rules. She stated that the plans have not been reviewed and approved completed. She stated that she does not recall a statement from residents requesting that the Variolite access be removed. She suggested that the Commission watch the School Board video to hear that discussion themselves.

Mr. Patrow commented that the reason people were opposed to the Variolite access was that it was proposed to be a parent pick-up/drop-up access that would be used in both directions. He believed that it would be appropriate to have that access be bus access only.

Josh Nyquist, 14852 Peridot Street NW, and Executive Director of Building Operations at PACT asked that the Commission give them a chance to meet the requirements from the LRRWMO and related to traffic. He stated that they would meet the building requirements and recognized that MDE does not review to that level, but more as to whether the site would work for a school and whether it could be done financially. He stated that they want to be good neighbors and address concerns of those that live nearby, which is why they are these public meetings to gain that input. He stated that they can review field scheduling and the types of systems in order to mitigate noise and light. He stated that the school wants to be a good presence. He noted that the students often clean up the park nearby the existing location and would hope they could do those things at the new location as well. He commented that they currently have a shared parking agreement with Northgate Church that works well. He stated that there is traffic two times per day and school is in session 154 days per year, therefore that is important when thinking about the impact of traffic.

Commissioner Peters commented that he does not believe that everyone is 100 percent against the school. He stated that if all the things were addressed, the school would be supported. He stated that a school going into a neighborhood adjacent to a park is a good fit. He commented that he also likes that there will be a secondary school coming to Ramsey. He believes that PACT should work with the residents and acknowledged that they are trying. He stated that he has been blessed to have the experience of living in different states and frequenting different schools for his kids. He stated that they will figure this out as a community. He believes that it makes sense to have a school in this location and if they all work together to figure it out, it should work. He encouraged PACT to work with these residents as they continue to come forward. He believed that this will be worked out but there needs to be more collaboration between the community and PACT.

Community Development Dir/Deputy City Admin Brian Hagen stated that if the Commission desires to continue this review, it should not close the public hearing but instead should continue it to the next meeting.

Commissioner Anderson asked for details on the review timeline.

Community Development Dir/Deputy City Admin Brian Hagen replied that they are still within the first 60-day review period and would have the ability to extend that by another 60 days. He stated that if the desire is to continue, it should be formally done through motion to a specific date.

Senior Planner Anderson commented that the City would need to issue a 60-day extension as the first 60-day period would expire before it reached the City Council.

Acting Chairperson Gengler commented that there would then be an option to continue the public hearing which would then not require a table or any action on the applications.

Senior Planner Anderson confirmed that to be true but asked that if that route is chosen, specific information is provided on what the Commission would desire before the next meeting.

Community Development Dir/Deputy City Admin Brian Hagen stated that he would also want input from the applicant on their timeline to respond as well.

Mr. Fincher stated that he is unsure of the logistics of extending the 60-day review period. He reiterated the timeline of PACT which was to begin construction later summer, or early fall. He stated that he fears that if this is pushed too far down the road, it could become not feasible to begin construction this year. He stated that if there is a recommendation to work with the residents, they would do so and asked if that could be done in the time before the City Council meeting noting that they could also work with City staff during that time.

Community Development Dir/Deputy City Admin Brian Hagen stated that the desired open date for PACT is fall of 2023 and recognized the sizeable construction. He stated that ultimately the City has a process to follow as well. He stated that if the Commission feels that it has seen enough information to make a recommendation to the Council that could be done. He noted that the Commission could also request to see more information on the plans and provide another opportunity for residents to provide input. He recognized that this could delay the project by a minimum of one month. He stated that the applicant could also request a special meeting of the Commission, although that could be tricky with including a public hearing. He asked if the public hearing could be closed and whether a second public hearing could be noticed for a special meeting.

Senior Planner Anderson replied that could be done as long as the proper noticing timelines would be met. He stated that if the meeting were tabled to the next Commission meeting, it would be June 23rd, which would then follow to City Council on July 12th.

Mr. Fincher commented that following the City Council meeting there would be another 30-day period for the rezoning, which is tied to their entitlements.

Senior Planner Anderson confirmed that to be correct. He stated that the City Council approvals for the zoning and Comprehensive Plan amendment were contingent upon approval of the preliminary plat. He stated that once the preliminary plat is approved, the ordinance would be published and there would be a 30-day period before the ordinance goes into effect.

Randy Bauer, 14942 Quintana Street NW, commented that there have been preliminary plats with questions on numerous occasions that are addressed through conditions and contingencies. He stated that in those instances the preliminary plat is approved contingent upon the staff recommendations being met.

Councilmember Woestehoff referenced the small parcel of parkland that would be deeded back to the City and asked if that would be a better opportunity for stormwater management and what the alternative would be for park dedication.

Senior Planner Anderson commented that the Park Commission took action last in the last month to reiterate a previous decision and formalize their interest in having that northwest corner dedicated as parkland for expansion of a flex field use there. He stated that the potential to use that as additional retention pond area would involve park staff and the Park and Recreation Commission. He stated that a potential alternative would be to continue to encourage the church and school to work together to determine if there is additional opportunity to provide additional treatment on the church site.

Councilmember Woestehoff stated that he understands the potential for the church to take on additional mitigation but sees this as a separate project. He stated that he did not recall seeing the park dedication request on the Council and it was confirmed that would come forward with the application.

Mr. Bauer commented that the church has talked about shared retention ponding as both sites would benefit and therefore the church would be open to exploring additional stormwater treatment on the site. He stated that the church has no plans to use the northern outlot and could use that for treatment.

Mr. Fincher commented that they have begun to space plan for that potential and confirmed that there have been discussions with the church on that concept. He stated that his firm finished a project in Brooklyn Park that used a shared agreement to address shared parking and retention ponding.

Commissioner Anderson asked for clarity on the concept of continuing the public hearing or forwarding the recommendation with conditions.

Community Development Dir/Deputy City Admin Brian Hagen stated that if the public hearing is continued or closed with a recommendation tabled, the Commission should give direction on anything specific it would like to see.

Commissioner Anderson stated that if the Commission requested the studies to be completed and the entrance to be reviewed, he did not believe a second public hearing would be needed.

Community Development Dir/Deputy City Admin Brian Hagen confirmed that the requirement for a public hearing has been held and the case could be tabled with direction. He stated that the noise analysis may not be able to be completed as of yet because the equipment is not yet known and therefore that provision could be added to the development agreement.

Commissioner Anderson commented that he feels that there has been sufficient input from residents.

Motion by Commissioner Anderson, seconded by Commissioner Walker, to close the public hearing.

Motion Carried. Voting Yes: Acting Chairperson Gengler, Commissioners Anderson, Walker, Hunt, and Peters. Voting No: None. Absent: Chairperson Bauer and Commissioner VanScoy.

Acting Chairperson Gengler closed the public hearing closed at 9:31 p.m.

Commission Business

Motion by Commissioner Anderson, seconded by Commissioner Peters, to table the requested action, directing the applicant to research a one-way bus only access from Variolite, provide more information on a noise study, and provide more information on stormwater plans.

Further discussion

Gary VanScoy, 5851 147th Lane NW, stated that there has been a lot of discussion about an entrance from Variolite. He commented that there is about three feet of right of way on the west side of Variolite and therefore does not see how a right-in/right-out entrance could be provided. He commented that in that area there is also an eight to ten feet drop therefore there would be significant difficulties in that option. Commissioner Anderson stated that he would only request that to be a right-in access. Commissioner Walker commented that in that scenario the buses would still use 161st to exit the site. Commissioner Walker commented that he would support a right-in/right-out. Commissioner Anderson commented that he is unsure there is room for that, but he would also support that. Councilmember Woestehoff stated that he understands the desire for a right-in/right-out, there would not be buses coming from the north, most would come from the south. He stated that he did not like the idea of an access on Variolite but also does not like it without the Variolite access. He commented that Brookside is a good example of where buses and vehicle traffic go but recognized that there will always be backups. He stated that the Commission should continue to find the best ways to mitigate those issues. He commented that neither are good solutions and therefore would rely on engineers to make those decisions. Commissioner Walker asked if anyone could tell him the plans for 161st. City Engineer Westby stated that they have collected topography of the corridor and are processing that data to develop their plans with a trail and determine if trees could be saved. He noted that staff will be bringing those plans to the City Council to determine if the project should be moved forward one year. Commissioner Walker stated that if the road is going to widened, it should occur to the north and not impact the neighbors on the south side. City Engineer Westby replied that typically streets are centered in the right-of-way. He noted that the trail will be on the north side and therefore it may be difficult to take the trail and all road width from that side, but staff will look into that option. Councilmember Woestehoff asked if the Council would have the data on the proposed road improvements before final plat, as it would seem that widening would only be required if the school is developed. City Engineer Westby replied that he is unsure when the final plat would be but believed that good data would be available in the next month or so. Senior Planner Anderson stated that based on the current motion there would be enough time. He stated that perhaps the Commission would want to discuss the variance portion of the request to determine if both actions are going to be tabled or whether the variance would move forward. He commented that it would be helpful to include a date continued to within the motion. Commissioner Anderson clarified that the case would be tabled to the next meeting.

Motion Carried. Voting Yes: Acting Chairperson Gengler, Commissioners Anderson, Peters, Hunt, and Walker. Voting No: None. Absent: Chairperson Bauer and Commissioner VanScoy.

Motion by Commissioner Anderson, seconded by Commissioner Hunt, to approve the Variance to the Parking/Maneuvering Area Setback from Residentially Zoned Land.

Motion Carried. Voting Yes: Acting Chairperson Gengler, Commissioners Anderson, Hunt, and Peters. Voting No: Commissioner Walker. Absent: Chairperson Bauer and Commissioner VanScoy.

Chairperson Bauer and Commissioner VanScoy rejoined the Commission.

7. COMMISSION BUSINESS

7.01: Provide Direction for Modifications to Armstrong Boulevard Interchange District Modifications

Presentation

Planning Manager Larson presented the Staff Report noting that the Commission should provide staff with direction to bring an ordinance forward with a public hearing on June 23rd.

Commission Business

Chairperson Bauer commented on the difficulties experienced by businesses from the Armstrong interchange project, some of them going out of business, he would support changes that would help businesses with little to no cost. He commented that he would support administrative approvals and perhaps waiving permit costs, in order to be proactive and help those businesses that will be impacted by a two-year construction project.

Commissioner Gengler asked if the overlay would dictate types of signs.

Senior Planner Anderson commented that it would fall under the same guidelines as ground signs. He commented that any ground sign could have a dynamic display. He believed that a decorative base is currently required up to six feet in height that is compatible with the building finish, which is different than the normal ground sign regulations.

Commissioner Gengler asked for a comparison or example of a 150 square foot sign.

Planning Manager Larson replied that would equate to 10 by 15 feet and provided an example.

Chairperson Bauer asked if there were businesses that applied for larger signs during the Armstrong project.

Planning Manager Larson confirmed that there were three larger signs, all multiple tenant signs.

Chairperson Bauer asked if there would be a way to include a larger allowance for multiple tenant signs as well so that those could be approved administratively at a lower cost.

Planning Manager Larson confirmed that could be done.

Commissioner VanScoy commented that the COR Framework talks about three signs along Highway 10 meant to identify the businesses within the COR and asked for an update on that.

Community Development Dir/Deputy City Admin Brian Hagen replied that there is one at Ramsey Boulevard and Highway 10 that would be removed with the interchange. He stated that there is the dynamic City sign but that is used for City messaging.

Commissioner VanScoy asked if the COR Framework requirements are going to be incorporated or going away.

Councilmember Woestehoff commented that should be treated separately. He stated that this would allow for those businesses that would be impacted by construction to follow an easier process. He agreed that the COR Framework signs should be revisited after the construction is done.

Commissioner VanScoy commented that the intent of the City signs was to reduce the sign cluster along the corridor. He recognized the importance of allowing businesses to have signage during construction but noted that the signage plans within the framework continue to be pushed down the road.

Councilmember Woestehoff stated that he does not disagree, but a business will put their own sign up and would still take advantage of a spot offered by the City on another sign.

Planning Manager Larson clarified that this intent would be to allow taller and larger signs for businesses that would be impacted by the interchanges.

Commissioner Anderson stated that he would have difficulty saying what could be done now without knowing the impact of the interchange.

Planning Manager Larson commented that the best example would be the Armstrong interchange as the height will be comparable. He stated that this would streamline the process the businesses impacted by the Armstrong interchange followed to address their signage needs.

Commissioner Anderson commented that he understands the need for businesses to advertise but also wants to avoid sign clutter. He recognized that advertising will be important but again felt that he needed more information on what the interchanges will look like.

Commissioner Gengler commented that this will not add additional signs but will allow the businesses to elevate and slightly enlarge their signs to be visible after construction.

Commissioner Walker asked for clarification on the larger signs that were approved through variances.

Planning Manager Larson replied that those were all multi-tenant signs that were issued through Conditional Use Permit (CUP). He explained the difference in discretion allowed for a variance and CUP.

Commissioner Walker asked the typical amount of space allowed for each tenant on a multi-tenant sign in other communities.

Planning Manager Larson replied that he is not aware of specifications for each tenant. He noted that another city considers signs in categories of up to two tenants or three or more.

Senior Planner Anderson replied that one of the three signs that received a CUP which was for a multi-tenant building, is now a single tenant daycare and has a size of 225 square feet. He stated that the interchanges will be similar to the height of Armstrong and therefore the daycare sign would be a good example for comparison. He noted that all three signs that received CUPs are 75 feet in height with varying sign size.

Planning Manager Larson noted that staff will bring this back to the Commission. He noted that planning staff is also working with economic development staff and MnDOT on temporary signage during the construction.

Chairperson Bauer noted that it could also be helpful to reach out to the Anoka business owners impacted by construction to find out if there is anything that could be helpful.

8. COMMISSION / STAFF INPUT

Planning Manager Larson stated that staff has been discussing how to provide the Commission with better information. He stated that he is used to having more lead time for staff to work with the applicant and address comments and concerns prior to the staff report and presented plans. He stated that adding two weeks to the timeline should not impact the 60-day review timeline but should provide better information to the Commission. He stated that staff will continue to review that over the next few months. He noted that he would also like to look at updating the Zoning Code as a whole as there is room for improvement and reduction of redundancy.

Chairperson Bauer asked that staff also review the development fees and provide comparisons of other communities.

Planning Manager Larson noted that the development fees in Ramsey are much cheaper than Brooklyn Park.

Senior Planner Anderson replied that staff has completed that type of analysis in the past and Ramsey falls in the middle.

Councilmember Woestehoff stated that the Council reviewed those fees in the last year.

Chairperson Bauer commented that he would be interested in seeing that information.

Planning Manager Larson provided an update on recent hiring of a Code Enforcement Officer.

Commissioner Peters commented on the need for solicitors to have peddlers licenses and noted that after storms there are always people going door to door without the proper license. Staff noted that residents can call 911 if there are those instances occurring.

9. ADJOURNMENT

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

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Anderson, Gengler, Hunt, Peters, and Walker. Voting No: None. Absent: None.

The regular meeting of the Planning Commission adjourned at 10:18 p.m.

Respectfully submitted,

Todd Larson
Planning Manager

ATTEST:

Nicole Laubach
Planning Administrative Assistant

Drafted by Amanda Staple
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, May 17, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Chris Riley
Councilmember Debra Musgrove
Councilmember Matt Woestehoff

Also Present: Public Works Superintendent Grant Riemer
City Engineer Bruce Westby
Parks and Assistant Public Works Superintendent Mark Riverblood
Utilities Supervisor John Nelson
Community Development Dir./Deputy City Administrator Brian Hagen

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

It was suggested to change the order of items 5.1 and 5.2 as well as cases 5.4 and 5.5.

Motion by Councilmember Woestehoff, seconded by Councilmember Musgrove, to approve the agenda, as amended.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Woestehoff and Musgrove. Voting No: None.

4. APPROVE MINUTES

4.01: Approve April 19, 2022 Meeting Minutes

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to approve the following minutes:

Regular Meeting Minutes dated April 19, 2022

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Musgrove and Woestehoff. Voting No: None.

5. COMMITTEE BUSINESS

5.02: Receive Updates on Sound Wall East of State Highway 47, North of Xkimo Street

City Engineer Westby reviewed the staff report and provided an update on the progress of the sound wall east of State Highway 47, north of Xkimo Street.

Councilmember Woestehoff asked what should be expected at the next meeting, specifically whether there would be a truer design and cost estimate.

City Engineer Westby confirmed that the plan would be to have options for where the wall could be run. He also hoped to have construction cost estimates.

Councilmember Musgrove stated that if the wall could be put on private property to avoid relocation of utilities, that would be better. She stated that she would like to see the costs for both options. She asked and received confirmation that the cost estimate for the option on private property would include fill if it was needed.

Chairperson Riley invited residents to provide input.

Rick Bailey, 5021 Xkimo Court, expressed his thanks for the City continuing to move this forward. He commented that the noise levels continue to rise with the warmer weather and appreciated the effort.

Chairperson Riley commented that they are doing their best to deal with a bad situation.

Ted Blakely, 5041 Xkimo Court, stated that he was hoping there would be more progress by this time of year. He asked if there is an expectation that there would be a wall constructed this year or whether this will continue to drag on.

City Engineer Westby replied that he would be very surprised if construction could occur this year. He stated that it will take time to develop a design on paper that could be submitted to contractors for bids, He commented on the length of time necessary to bid and award a project along with ordering of materials. He believed this would more than likely be a 2023 project if it were to move forward.

Chairperson Riley commented that all of the administrative work would be completed this year, but the construction would not occur until 2023.

Mr. Blakely recognized that the intent is to present options at the June meeting and asked for information on how the decision-making process would occur.

Chairperson Riley commented that the committee would make a recommendation at the June meeting and that would be forwarded to the City Council for review two weeks after that meeting.

Ms. Blakely asked if there is a cost variance built into the bidding process. She used the example of locking in a bid but then the cost of lumber changes.

City Engineer Westby replied that when the City bids projects, the lowest responsible bidder is awarded the contract and at that time the price is locked in.

Councilmember Musgrove asked for staff feedback on potential signage and/or enforcement in order to provide relief of the noise from the street.

City Engineer Westby replied that staff could bring that information back but noted that it would be a jurisdictional issue because 47 is a State Highway.

Mr. Blakely commented that the developers have built two of the three proposed houses. He asked if the third house has been approved for construction. He stated that if that home has not yet been approved for construction, perhaps the wall could be incorporated into that build.

City Engineer Westby replied that he does not have knowledge of that and would need to verify with the Building Official.

Chairperson Riley commented that this is just a bad situation as the development, including the wall, was approved and additional conditions could not be added.

Councilmember Woestehoff stated that he would be interested in the cost for what should have been done, rather than extending it further beyond that point. He commented that if the item is not fully ready at the June meeting, he would prefer to save the presentation for the next month with a complete presentation rather than continue to have residents attend for half updates.

Councilmember Musgrove commented that she would be interested in seeing the item in June if there is feedback desired by staff, even if the item is not fully ready.

City Engineer Westby commented that it appears there is consensus for staff to wait to bring this item back until the item is fully prepared, which may delay the item until July.

Chairperson Riley agreed that the estimate should be to extend the wall to the end of the plat and not pursue an extension.

Councilmember Musgrove commented that she believed that the previous discussion involved extending the wall to the edge of the wetland, which is further than the plat.

Councilmember Woestehoff stated that if he recalls, the wall was originally planned to run through part of the third lot.

Chairperson Riley commented that he feels strongly that the City should do what was originally approved on the development plan for the wall. He did not believe they should extend past that point.

5.01: Review Nonconforming Traffic Sign Policy

Public Works Superintendent Riemer reviewed the staff report and recommendation to continue the practice of following the MUTCD and not install what are considered nonconforming traffic signs.

Councilmember Musgrove appreciated the work that staff has put into this research. She stated that she does not support changing the policy to install additional signs based on the information in the case.

Chairperson Riley asked if the requesting resident has been provided with this information as well.

Public Works Superintendent Riemer confirmed that the resident was sent this information as well. He stated that if this door were opened, this type of signage could be requested for every block in the city.

Councilmember Musgrove commented that in 2010 the signs were $200 and asked the cost today.

Public Works Superintendent Riemer estimated about $250 per sign.

Motion by Councilmember Woestehoff, seconded by Councilmember Musgrove, to continue the practice of following the MUTCD and not install what are considered nonconforming traffic signs.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Woestehoff and Musgrove. Voting No: None.

5.03: Tennis Court Maintenance; River's Bend, Fox, and Central Parks

Parks and Assistant Public Works Superintendent Riverblood reviewed the staff report and recommendation to proceed with the reconditioning of the courts at River's Bend and Fox Park as soon as practicable and also proceed with paint-caulking approximately 950 feet of cracks (three colors) at Central Park this spring as well.

Chairperson Riley recognized that River's Bend and Central Park get a lot of use. He asked for details on the usage of Fox Park and whether that should be considered for removal.

Parks and Assistant Public Works Superintendent Riverblood replied that part of the approved strategic plan included developing a plan to address the infrastructure. He noted that all courts would be evaluated for use in 2031. He noted that the court is used semi-regularly and there is a basketball hoop as well. He stated that staff believes that this investment is warranted and that it could be evaluated in the future for use.

Chairperson Riley asked if there would be more care taken of the court.

Parks and Assistant Public Works Superintendent Riverblood confirmed that they would work on ongoing maintenance.

Councilmember Woestehoff referenced River's Bend, which has four courts, and asked if this would be an opportunity to split the court with two tennis courts and two pickleball courts.

Parks and Assistant Public Works Superintendent Riverblood confirmed that was his thought as well, but he has received resident feedback requesting all the tennis courts to remain. He stated that Riverdale Park would be a good opportunity to look at that conversion.

Councilmember Musgrove referenced the bids within the case and asked if the base is included on both alternates one and two.

Parks and Assistant Public Works Superintendent Riverblood replied that the contractor's recommendation was to remove all the posts, but staff believes that only two need removal. He explained the elements that would be included in the not to exceed cost.

Councilmember Musgrove noted the one-year warranty for the work with the exception of cracks. She asked if the same warranty would be included for all projects and asked if the fill would need to be done every year.

Parks and Assistant Public Works Superintendent Riverblood replied that the pickleball players are very particular and the cracks really bother them. He confirmed that cracks will continue to occur on all the courts each year, but it is basically an aesthetic concern.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to recommend to City Council, the reconditioning of the courts at River's Bend, Fox Park, and crack filling Central Park in the amount of $38,400 to be funded by the Capital Maintenance Fund.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Musgrove and Woestehoff. Voting No: None.

Chairperson Riley suggested again amending the agenda to consider Item 5.04 next.

5.04: Progress Update on Water Treatment Plant

Steve Nelson, AE2S, reviewed the project schedule and noted that the bidding documents have been updated with the most recent bidding market information. He noted an adjustment to the construction schedule as well due to the market and difficulty in obtaining certain materials. He stated that the material costs have also been adjusted to match the known market costs. He reviewed alternate renderings based on the input received from the Planning Commission but noted the additional cost those elements would add. He reviewed additional design details for the interior of the space.

Chairperson Riley asked if these are based on real and current values.

Mr. Nelson confirmed that they are using data from recent real-world bids on similar projects. He noted that they are still including a 15 percent contingency as well, which is a bit high at this stage to allow for a conservative estimate.

Councilmember Musgrove stated that she does not support the addition of the bump outs. She noted that during the tour of the Andover facility, it was noticed that they were missing a way to get into a certain space and asked if that has been incorporated into this design.

Mr. Nelson provided additional details on that access point within the plans.

Councilmember Musgrove referenced the monitors and asked the cost to have two sets versus one set as well as the frequency of use that would be estimated. She did not believe that people tour water plants very often and therefore perhaps one monitor would be enough.

Mr. Nelson agreed that seems like a bit of overkill. He stated that having two monitors would be good but perhaps they both be placed on the left side. He stated that the monitors would be recommended over art that becomes outdated.

Councilmember Woestehoff asked if the wall it would be mounted to would be concrete or paneled. He suggested that the cable be run during construction as that would provide a cost savings compared to adding those later. He asked if there are zero offices in the building.

Mr. Nelson confirmed that there are no offices as there would not be a person in the building at all times.

Councilmember Woestehoff stated that the monitors are great as they provide a method of gaining information quickly and could also be used for tours. He referenced areas mentioned for storage and asked if that is for water storage.

Mr. Nelson confirmed that is for backwash water storage. He commented on the progressive things they have done with design to reduce costs and improve efficiency.

Chairperson Riley commented that he does like breaking up the large wall and suggested that the funds be found to do that.

Councilmember Woestehoff asked if the lights in the building would be motion based, as the building would not be occupied at all times in order to save energy costs. He asked if the internet services and such would be connected to the public works facility for efficiency.

Councilmember Musgrove asked if the bump outs would be on all four sides, or just one side.

Mr. Nelson replied that the bump outs would be on just one side to break up the façade.

Councilmember Musgrove commented that without lights you could not really see the bumps outs. She noted that this is a functional building, and she would prefer to spend that money inside rather than on the outside.

Councilmember Woestehoff commented that he agrees that something should be added to break it up because of the height of the facility.

Chairperson Riley noted that this is not something that needs to be discussed in depth at this time and the cost is marginal compared to the entire project cost. He stated that he does not believe the lighting will be necessary, just the bump outs. He appreciated that this is still moving forward, and progress is being made. He noted that the increased cost would be funded through bonding. He asked when the piping project would be next discussed.

City Engineer Westby commented that will come back in the next few months.

5.05: Selection of a Backup Power Supply for Water Treatment Plant

Utilities Supervisor Nelson reviewed the staff report and recommendation to select Option 1 to purchase the tier #2 generator for emergency use only and not participate in the Peak Shaving Program offered by Connexus Energy.

Councilmember Musgrove asked if there would be potential that the generator could also backup the public works building.

Utilities Supervisor Nelson commented that it would cost more to run the wire to public works than it would to get a small generator for the public works building, as that building would require a much smaller generator.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to recommend to City Council to selection Option 1 to purchase the tier #2 generator for emergency use only and not participate in the Peak Shaving Program offered by Connexus Energy.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Musgrove and Woestehoff. Voting No: None.

5.06: Discuss Short Term Need to Increase Funding of Pavement Management Program

City Engineer Westby reviewed the staff report and recommendation to increase the number of streets reconstructed each year to address the upcoming bubble of streets reaching the end of their useful lives, which were constructed between 1975 and 1985.

Public Works Superintendent Riemer provided photos of a project staff recently completed that used 30 tons of asphalt in three days. He stated that there were 97 work orders to begin the season with and 47 of those are similar patching jobs. He stated that these are the same staff members that need to handle other public works duties and the asphalt work is overwhelming. He noted that those patching improvements also only provide temporary improvement. He stated that the budget

for asphalt is $24,000 and noted that the material alone for the one job was $2,000. He stated that there are many areas in the city in similar condition that cannot be fixed by shoveling material out of a truck.

Chairperson Riley commented that this does seem very inefficient and asked what else could have been done.

Public Works Superintendent Riemer replied that this work should have been done 20 years ago. He stated that those roads are all due for reconstruction. He commented that the workload and number of continued calls from residents is overwhelming.

Chairperson Riley commented that more recently they have switched to reconstruction of roads in poor condition rather than overlay. He asked staff to provide more information on mill and overlay.

City Engineer Westby reviewed the general costs for mill and overlay projects versus reconstructions. He reviewed the criteria used to determine when an overlay would work or whether reconstruction is needed. He stated that if you mill and overlay a road in too poor of a condition, the cracks would just come back through and the life of that improvement would not be realized. He stated that he would never recommend a mill and overlay for streets needing reconstruction. He noted that they are attempting to do more mill and overlay projects on the roads that would benefit in order to fulfill the full life of those roads, and the roads needing reconstruction are simply waiting for their time. He noted another option may be to add a light reconstruction option to reduce project costs while achieving a twenty to forty-year design life, allowing more streets to be reconstructed each year to reduce annual maintenance needs.

Councilmember Woestehoff recognized that about $20,000,000 is needed in the next five to ten years to fund these needed reconstruction improvements. He stated that he would prefer to stick with the reconstruct and overlay options and not gamble on the light reconstruction option.

Chairperson Riley asked what has changed from six years ago when the original estimate and plan was developed.

Councilmember Musgrove asked for, and obtained, clarification on roads included on the list that she believed did not need reconstruction. Staff confirmed that all those roads are accurate.

Chairperson Riley commented on the potential to borrow against MSA funds but recognized that would impact the availability of funds in the future as well.

Councilmember Woestehoff asked that a map be provided showing both the reconstructs and overlays.

Chairperson Riley noted that it was mentioned that some of the further out roads on the plan could be overlayed earlier to extend the lifespan and asked if that would help.

City Engineer Westby replied that staff could look at that to see if that could help in the area of funding but did not believe much hope should be placed in that option.

Chairperson Riley recognized that these are problems and asked if there are possible answers as well.

City Engineer Westby replied that the intent was to bring this forward for discussion. He stated that the $3,000,000 available in ARPA funds would help to address a portion of this, and staff can review the CIP to determine if any adjustments could be made based on today's discussions. He stated that bonding is an option. He reviewed the available options to fund road improvements noting that if they are going to stay with the levy option for financing, they could look at advancing MSA funds with additional bonding.

Chairperson Riley asked if they could bond without assessing.

Community Development Director/Deputy City Administrator Hagen stated that the biggest thing that sticks out to him is that 40 percent of the roads were constructed during a 10-year time period. He asked if there would be an opportunity to push a few roads out ten years. He stated that perhaps that would be a scenario where the light reconstruct would work as well. He noted that it would be helpful to prevent this same scenario from happening again in 30 to 40 years.

Councilmember Woestehoff agreed that perhaps doing overlays on the better-quality roads in the list would help to push those lifespans and stagger future improvements. He stated that he has always believed that ARPA funds would be better used by the water treatment facility but noted that he would rather bond more for the water treatment facility than to bond for both types of improvements.

Councilmember Musgrove asked if the roads marked in black and grey on the map could be further broken down by priority and whether they could receive an overlay to reflect a better cost projection. She commented that roads and clean water are a priority, and we need to figure out a way to make it work.

City Engineer Westby replied that the roads marked in black and grey would not be recommended for overlay. He agreed that the intention would not be to setup another bubble for future maintenance needs. He noted that staff can complete field reviews and the complaints that have been received.

Councilmember Woestehoff stated that he would love to see a "if money were no object" plan. He stated that he would also like to see a map showing the number of complaints received.

Councilmember Musgrove asked for an update on the change in rating system that had been mentioned in the past.

City Engineer Westby replied that staff plans to bring that case forward to a Council worksession in June for further discussion.

6. COMMITTEE / STAFF INPUT

6.01: Staff Updates on Improvement Projects and Items of Interest

City Engineer Westby provided an update on current and proposed City, County and MnDOT improvement projects and studies and on other items of interest to the Committee.

6.02: Review Future Topics Calendar

City Engineer Westby reviewed the future topics calendar. He commented that City staff have been incredibly busy this year with all the projects going on and complaints being received. He noted that staff is attempting to address some of the additional items on the list but recognized that they may be delayed.

Councilmember Woestehoff referenced the signs that say City of Ramsey with the population and asked when those would be updated with the new census numbers.

Public Works Superintendent Riemer replied that MnDOT updates the signs on their roadways. He commented on the difficulty in accessing some of the sign locations.

7. ADJOURNMENT

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to adjourn the Public Works Committee meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 7:56 p.m.

Respectfully submitted,

_____

Grant Riemer
Public Works Superintendent

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, May 12, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Michael Olson Member Chelsee Howell Member William MacLennan Member Chris Riley Member Shanna Stewart Member Scott Wiyninger
Members Absent:	Member Rachal Johnson
Also Present:	Sean Sullivan, Economic Development Manager

1. CALL TO ORDER

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

2. APPROVE AGENDA

Motion by Member MacLennan, seconded by Member Wiyninger, to approve the agenda.

Motion carried. Voting Yes: Chairperson Olson, Members MacLennan, Wiyninger, Howell, Riley, and Stewart. Voting No: None. Absent: Member Johnson.

3. CONSENT AGENDA

3.01: Approve Meeting Minutes Dated April 14, 2022

Motion by Member Wiyninger, seconded by Member Stewart, to approve the April 14, 2022, minutes as presented.

Motion carried. Voting Yes: Chairperson Olson, Members Wiyninger, Stewart, Howell, MacLennan, and Riley. Voting No: None. Absent: Member Johnson.

4. EDA BUSINESS

4.01: Consider Renewal of Anoka County Regional Economic Development Partnership (ACRED)

Economic Development Manager Sullivan presented the staff report.

Samantha Markman, ACRED, thanked the City of Ramsey for its continued support for the partnership. She stated that her last day with Anoka County is the following day and introduced County Administrator Rhonda Sivarajah that will oversee the partnership until the position is filled. She stated that all 21 communities within the county participate in the partnership to varying degrees. She provided details on the structure of the group along with its goals and initiatives. She presented the 2021 year in review, highlighting different events, marketing tools, and projects. She also reviewed some initiatives looking ahead into 2022 along with a schedule of events for the year. She commented that it has been an incredible opportunity to see the communities come together and work cooperatively.

Chairperson Olson asked for specific benefits that Ramsey has received through the program.

Ms. Markman highlighted the different benefits that Ramsey receives through the partnership.

Economic Development Manager Sullivan commented that CBRE lists a number of City owned properties but there are four properties that are not listed with CBRE and are instead listed through MNCAR which is hosted through ACRED. He commented that it is money well spent.

Member Stewart asked how many properties have been sold through MNCAR.

Economic Development Manager Sullivan replied that there have been inquiries on those properties and leads generated through that tool. He commented that this is a relatively new tool as it just been used through the last three years.

The EDA thanked Ms. Markman for her presentation.

Motion by Member MacLennan, seconded by Member Wiyninger, to recommend to City Council participation in the Anoka County Economic Development Partnership (ACRED) and approval of the $1,576 continued voluntary cost-share to the partnership.

Motion carried. Voting Yes: Chairperson Olson, Members MacLennan, Wiyninger, Howell, Riley, and Stewart. Voting No: None. Absent: Member Johnson.

4.02: Consider Authorization to Import, Place and Compact Fill for Outlot B, Affinity at The COR

Economic Development Manager Sullivan presented the staff report.

Chairperson Olson asked if the $40,000 would be a total cost to bring the site to grade.

Economic Development Manager Sullivan reviewed the elements would be covered in the cost and noted that the cost would cover the entirety of the process including re-establishment of turf.

Member Wiyninger asked how this would impact the ability to sell the site or the revenue that would be gained through sale of the property.

Economic Development Manager Sullivan replied that bringing the site to grade and to a marketable condition would save the developer from incurring the cost at a later date. He stated that there has been some interest in the site, therefore if it is closer to development ready it would make the site more attractive.

Member Riley commented that this is a great idea that would be opportunity driven as fill becomes available. He agreed that this would make the site more marketable.

Member MacLennan agreed that this would be a good idea. He asked what the desired development use of the property would be.

Economic Development Manager Sullivan replied that the property is zoned COR 1, which is mixed use, and therefore provides flexibility. He stated that in an ideal situation he would love to see a restaurant with a roof patio. He stated that it is a smaller site and therefore does not lend itself to an apartment type use. He noted that it could be a fast casual eatery as well.

Member MacLennan stated that his father recently moved into the Affinity complex and those residents would love to have something like that in this location that is easily walkable.

Motion by Member Wiyninger, seconded by Member MacLennan, to recommend to City Council that to pre-authorize up to $40,000 to obtain clean fill, place, compact, and re-establish turf for Outlot B, Affinity at The COR.

Motion carried. Voting Yes: Chairperson Olson, Members Wiyninger, MacLennan, Howell, Riley, and Stewart. Voting No: None. Absent: Member Johnson.

5. MEMBER / STAFF UPDATE

Economic Development Manager Sullivan provided an update on recent development activity and interest. He also provided an update on the joint meeting that occurred the previous night involving the EDA, Planning Commission and City Council.

Member MacLennan asked the rational in adding another liquor store between two liquor stores on TH 47.

Economic Development Manager Sullivan commented that the property was zoned accordingly to support that use. He stated that the business owners have a model which has their liquor store and gas station adjacent to each other and this is following that model. He stated that there were no incentives and the land was zoned accordingly, so the request did not come before the EDA.

6. ADJOURNMENT

Motion by Member MacLennan, seconded by Member Wiyninger, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Olson, Members MacLennan, Wiyninger, Howell, Riley, and Stewart. Voting No: None. Absent: Member Johnson.

The regular meeting of the Economic Development Authority adjourned at 8:08 a.m.

Respectfully submitted,

Sean Sullivan
Economic Development Manager

ATTEST:

Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **5. 2.**

Meeting Date: 07/12/2022

By: Katie Schmidt, Administrative Services

Information

Title

Approve the Following Meeting Minutes:

1. City Council Work Session dated 06/28/2022
2. City Council Regular Session dated 06/28/2022

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.

Recommendation:

Approve the meeting minutes.

Action:

Motion to approve the following Council meeting minutes:

1. City Council Work Session dated 06/28/2022
2. City Council Regular Session dated 06/28/2022

Attachments

6-28-22 CCWS

6-28-22 Mtg

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	07/07/2022 02:15 PM
Form Started By: Katie Schmidt		Started On: 07/07/2022 01:51 PM
Final Approval Date: 07/07/2022		

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

The Ramsey City Council conducted a City Council Work Session on Tuesday, June 28, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Matt Woestehoff

Members Absent: Councilmember Ryan Heineman

Also Present: City Administrator Brian Hagen
Parks and Assistant Public Works Superintendent Mark Riverblood
Administrative Services Director Colleen Lasher
City Engineer Bruce Westby
City Attorney Fritz Knaak

1. CALL TO ORDER

Mayor Kuzma called the City Council Work Session to order at 5:30 p.m.

2. TOPICS FOR DISCUSSION

2.01: Provide Direction on 2023 City-Led Project to Extend/Reconstruct Riverdale Drive East of Sunfish Lake Boulevard

City Engineer Westby introduced Dan Lonnes from Bolton & Menk and Jason Orcutt from the Anoka County Transportation Division. He stated they are attending to outline the purpose for having the City lead the construction and reconstruction of Riverdale Drive East of Sunfish Lake Boulevard as a 2023 improvement project. He stated the biggest benefit is that it will help shorten the duration of the project on Highway 10. He stated Council concurrence is being sought on whether they are in favor of having the City lead this as a 2023 improvement project.

Mr. Lonnes gave a presentation on the staging and why this is a critical piece. He stated they were tasked by Mr. Orcutt to put a staging plan together to get this built as fast as possible and to come up with recommendations to meet the stakeholders goals.

Mayor Kuzma asked who is doing the engineering, is that already done and they could send that out for contract if the City were to handle that, or is that something the City has to take on.

Mr. Lonnes replied the sewer and water is all being prepared with the Highway 10 contract in coordination with the City. They are working with City Engineer Westby on what those utilities would look like. The release of the contract, if it is separated, he would defer to City Engineer Westby on how that is handled. He stated the design of it now is at about a 60% stage.

Mr. Orcutt added he thought the County could step in and help City Engineer Westby. He thought it was more of the City being a player to make it eligible to happen and the County would work with the City on the utilities. He noted the abutments for the bridge was in the middle of the westbound lanes. He thought that was the highest risk item with number two being more palatable for MnDOT to get the utilities in because they are more separate. He added those are not paid for through the project because they are a City enhancement and have to be paid for separately. He stated the design team would get them ready and get it to City Engineer Westby. He stated it gives them the best opportunity to tell the public that they did everything they could within their power to keep this as short as possible. He stated otherwise it may be three years.

Mayor Kuzma commented the fastest it can be done for the Ramsey businesses, the better.

Councilmember Specht referenced a map and asked if the purple line ends up in the City of Anoka.

Mr. Orcutt replied the end of it does.

Councilmember Specht asked if Anoka would need to be involved.

Mr. Orcutt replied they would probably coordinate with Anoka but he didn't think there was any watermain or sewer that was going that far. He explained they could do two things. With the second option it would be hard to have Federal money split but if it is a secondary product that the City is leading they could have it brought up to gravel so all that needs to be done is paving. Then the City will have a long-term and better product.

Councilmember Specht asked if they could deduct the amount that was promised to be put towards the project.

Mr. Orcutt replied they can't because these are City utilities that are being extended for City use.

Councilmember Woestehoff asked about the road, if the City takes it on with either option one or option two, has this ever been a part of the $4 million dollars that the City is contributing to the project and could the roadway be declared as that or do they have to come up with the money separately.

Mr. Orcutt replied they would want all of the Federal money to be used to build everything they could. With the first option they would have to work through the complexity of the Federal process and if they say no, then the question would be if that is where the County wants to spend the $4 million dollars. Or if they do another option that gives the same result of getting things built and then they could utilize all the other money before using the City's money. He stated it gives flexibility for right away and other things they may be doing.

Councilmember Riley asked if there were four options.

Mr. Lonnes confirmed this.

Councilmember Riley asked if the reason they are not talking about number one as being separated out by the County is that having the City doing it separates it from the Federal project.

Mr. Orcutt confirmed this adding number two also. He added this makes sense to pull out of the project because of supply chain issues, it's a City utility and they aren't using Federal dollars on the watermain and sewer either way.

Councilmember Riley asked if they couldn't just separate that part out from the rest of the project and do it a year early for instance.

Mr. Orcutt replied this is the option that is most agreeable. He stated half of the MnDOT meeting on July 5, 2022 was spent to talk about this and that is why they wanted Council input first. He stated these are the two options that really impact the City stretch and allow things to keep operating.

Mr. Lonnes referenced the fall 2023 construction start and asked the earliest they could do this. He suggested not going much later than September 15, 2023 but hoped it could be started earlier, such as September 1, 2023. He stated with the current supply chain issues that may not be possible. He stated if issues arose it wouldn't be feasible to rely on. He thought option three was hopeful and put too much risk on an outcome that is unlikely in the current environment. He explained the temporary access plan for businesses but highlighted that a problem with putting utilities at the end of project would mean it would be right along Highway 10 in a tight area. He stated option four wasn't ideal because it would be the only access road. He thought option one or two were more advisable ways to go for acceleration of the project. He continued his presentation with cost estimates.

Mr. Lonnes asked for comments and preferences on this topic, City-led and County assisted bid package, utilities, local access for acceleration purposes. He stated next steps would include refining options and a recommended approach to proceed with.

Councilmember Woestehoff stated the area is already zoned for MUSA but asked City Engineer Westby if it actually exists there and if there is a reason why the City needs to do it at this point in time, in terms of adding sewer and water connection through there or if it could be left as is.

City Engineer Westby replied they wouldn't absolutely need to do it but he agreed with what Mr. Lonnes said that as long as they are working there, to get it set up for those businesses that have septic and wells that are aging. He stated it is preferred to have them on City septic and water, and this is the time to do it rather than waiting and doing it in a tight corridor.

Councilmember Riley asked if they couldn't use another system.

City Engineer Westby replied no, that is the forced main system for the end lots and it wouldn't work for those businesses that need larger sewer and more water.

Councilmember Riley asked if he heard correctly that the County could help with engineering.

Mr. Orcutt confirmed this but stated they needed the expertise of City Engineer Westby who knows the needs specific to Ramsey.

Councilmember Riley asked if option two was Mr. Orcutt's recommendation.

Mr. Orcutt confirmed this, adding he personally thought it is the most logical and doable and solves the majority of the problems without creating additional problems.

Councilmember Musgrove asked City Engineer Westby if he agreed that option two was the best option and does that help solve some of the problem with the hook up with regard to where the curbs and gutters hook up.

City Engineer Westby replied option two would be his preference, especially with the trench settlements.

Councilmember Musgrove asked Mr. Orcutt if they would get the most dollars from the project itself.

Mr. Orcutt replied correct, adding if it can be built correctly it will provide a long-term service to the City. He recommended option two.

Councilmember Specht asked if Council chooses number two, they would want to notify the businesses that they will be affected before the 2024 construction, even as early as the meeting tomorrow morning.

Mr. Orcutt stated there will be a temporary signal which they haven't had before, so they will have the most direct access they have ever had before.

Mayor Kuzma expressed concern about number one because that seems like a hinge point as far as getting things done too. He asked if they are saying they should be considering options one and two.

Mr. Orcutt replied option two accomplishes number one. He explained what they are trying to do is to not have a bridge and a ramp that is gravel and people look at them all winter and not be able to use them. He stated they need to be honest in the meeting tomorrow to say they will do everything they can do as designers, engineers and City Council to try to get this done in two years but nature, costs, and supply chain are fighting them. They are trying to do things ahead and make the decisions.

Councilmember Musgrove asked City Engineer Westby and Mr. Orcutt to talk about the specs and the plan coverage for dollars, if it would be covered by the project dollars or are some of the plans and specs included in the $700-$900 amount.

Mr. Orcutt replied there will be an increase because either way that had to get designed into the project. He stated he thought there would be an extra cost for that but as long as they can make it eligible, they will put it into the design costs because they have funds specifically for design. If they can show it was being done to benefit the public it should be eligible. He stated there will be some coordination with Mr. Lonnes and his team so there will be additional costs. He stated the City is being asked to do something so he thought it was fair that the County does something also.

Mayor Kuzma asked if there was Council consensus to go with option two.

Councilmember Musgrove asked City Engineer Westby if he had any concerns with the specs.

City Engineer Westby replied he didn't have any concerns and thought it made sense to use the second approach. He stated he had every confidence they will work through it.

Councilmember Specht referenced the map attached to the case and asked if it is going to be in Anoka or if it is just the round-about at the end or if it is the whole section.

City Administrator Hagen explained where the City boundary was.

The consensus of the Council was to go with option two.

City Engineer Westby commented they will come back with an agreement and have Council approve that.

Mr. Orcutt assured them they won't pay for any work done in Anoka, they will make sure everything gets taken care of. He stated what they should come back with is a JPA for City Engineer Westby to sign off on.

Councilmember Riley asked City Engineer Westby if Council will be talking about the utilities and how they are going in.

City Engineer Westby asked what the timeline was to have the plans approved and out for bids.

Mr. Lonnes replied he thought they were talking winter.

City Engineer Westby commented they have time. He stated if Council would be open to it they could work with Public Works to open a case and run it through the Public Works Committee to have a recommendation to Council.

Councilmember Riley commented he would prefer that.

Mr. Orcutt stated he would like to see the plan in February 2023 and approval as soon as practicable. He stated there could be some elevating costs that may be unknown in going into three years of construction so getting it done sooner is better.

2.02: Review Pavement Condition Rating Systems

City Engineer Westby explained that the current rating system that is being used to assess roads is the Pavement and Surface Evaluation Rating (PASER) system which is a subjective assessment. He explained that more cities are using the Pavement Condition Index (PCI) system which is an objective rating system that uses a number system that is more accurate and reliable. A third system that MnDOT uses where vans with cameras digitally map the street surfaces and the system rates the roads. He stated that is a fast alternative but the County uses the available trucks and they are very expensive. He stated if they went with PCI he suggested letting WSP do the ratings until staff are trained in the future. He asked for feedback and direction from Council.

Councilmember Specht asked why PASER was used initially and what benefits there are.

City Engineer Westby replied the benefit is that it is easy to do, it is quick, and was the easiest thing to implement at the time. He stated it takes the least amount of time of any of these.

Councilmember Musgrove asked City Engineer Westby which system he thought would be most valuable for inventorying the streets, consistency with carryover.

City Engineer Westby replied he preferred the PCI rating system because it forces someone to get out and actually look at the pavement versus driving by when cracks could be missed. He thought it would allow them to set the CIP up more accurately.

Councilmember Musgrove asked City Engineer Westby to explain with the PCI rating system how taking a section of a road plays into the whole road because some areas may have more damage than other areas of the same road.

City Engineer Westby replied no, that is why they have to carefully pick a representative area. If some areas have issues such as drainage, it can be noted at the time. Representative areas can be changed over time. He thought finding a representative area was pretty easy.

Councilmember Musgrove asked if the representative areas are documented and if they are the same areas that are observed every year.

City Engineer Westby replied the areas are documented but can be moved if needed.

Councilmember Riley commented that PCI gives a more precise number but he wasn't sure they needed that precision, because they don't make decisions without doing more analysis on it. He stated the department is falling behind and he didn't want to do anything that is going to take time away from the Staff or spend more money on something that isn't fixing the roads. He stated he would be content to stay with PASER.

Mayor Kuzma commented the CIP is based on PASER at this point and they already know there are big problems with the roads. He wasn't in favor of moving systems at this time.

Councilmember Howell commented she would support it if City Engineer Westby thinks it is a benefit to the City.

Councilmember Specht stated he would support the change because roads and parks need to be invested in.

Councilmember Woestehoff referenced City Engineer Westby's comments in his presentation that there are companies that would do a digital survey and asked if he was able to get cost estimates on that.

City Engineer Westby replied he had not.

Councilmember Woestehoff agreed with Councilmember Musgrove that there are segments of roads that cause problems versus the full stretch of the road. He thought it would be interesting to have a visual of the entire roadway as opposed to just a section. He agreed with Councilmember Riley that there is a lot of work that needs to be done on the roads in the coming years. He thought switching systems might be nice to get more definition but he didn't know if it would influence a decision to service the road.

City Engineer Westby commented Public Works Superintendent Riemer is retiring and the plan is for him to start doing the PASER ratings which would mean they may see differences. He stated that in going through the CIP there have been differences in the PASER ratings from year to year, it could be data entry issues but he thought this may be a good time to try a different system. He agreed there was plenty to do without doing things differently.

City Administrator Hagen stated they wouldn't be rating roads that are known to need work. He stated he used PCI in his former work and found that it tracked how a road was decaying through the years and heled set the CIP.

Mayor Kuzma asked for a show of hands to go forward with PCI. Three Councilmembers raised their hands.

The consensus of the Council was to not to move forward with PCI rating system and to keep it as is for the time being.

Councilmember Woestehoff suggested adding this discussion to budget talks and to learn more about the scanning companies.

Councilmember Riley added he would also like to hear more about how many hours it would take.

2.03: Discussion Regarding Staffing for City Communications

Administrative Services Director Lasher reviewed the role of the Communications and Events Coordinator that is currently vacant. She stated the Staff recommendation is to separate events from the Communications Coordinator role because they are different skills sets and pay scales. She reviewed the staff report and added information from a visit to the City of Elk River that in addition to their four full-time communication staff they sometimes have assistance from the Cable Commission. She stated the Parks and Rec Department handles event coordination. She stated Staff is requesting a full-time Communication Coordinator and to begin recruitment. She stated Elk River staff suggested the candidate for this position have graphic design skills. She reviewed research for pay scale for the position and found the current salary was quite low. She requested increasing the pay scale to the average pay scale rate. She reviewed the duties performed by the former Communications and Events Coordinator in answer to Council's question what would be included in the role.

City Administrator Hagen added as they were talking, they considered what else this position could do. He stated they discussed that the Deputy City Administrator role was removed from the Community Development Director role because that position was busy in itself. He stated it could become a quasi-assistant to the City Administrator role for such things as the compiling of all the policies and making them more readable and uniform and doing research on resident inquiries, tasks that would be helpful.

Councilmember Howell asked about the Elk River Communications Coordinator position that was posted and the salary, how did the Ramsey benefit package compare, or what value could be brought to this position to try to capture a good candidate.

Administrative Services Director Lasher replied the benefits are very similar. She stated one competitive edge is that Ramsey has an employee telecommuting policy in draft form and allow some telecommuting. She thought this position would be important to have face-to-face conversations but could be opened up a little for telecommuting and could offer flexible work schedules.

Councilmember Howell replied those are huge assets right now. If a salary could be offered similar to Elk River but offered some benefits that would be great to draw candidates.

Administrative Services Director Lasher reported the Elk River position is an exempt position, more of a professional position that tops out at $88,000 a year, about $10,000 more than Ramsey's.

Councilmember Howell asked if the salary listed on the website, $74,000, isn't right.

City Administrator Hagen explained they are two different positions. He thought the position Ramsey is looking at is more in line with the Elk River Communication Coordinator, the one they are advertising now is a senior level with some supervisory responsibilities.

Administrative Services Director Lasher added the price she gave, the $88,000, is the Senior Communication Coordinator.

Mayor Kuzma asked if Administrative Services Director Lasher is asking to adjust the salary and for Council approval to hire.

Administrative Services Director Lasher replied yes, she would like to hire a full-time Communications Coordinator at the adjusted salary she listed.

Councilmember Riley commented he has had a problem with this position for years. He stated they are talking about taking away duties, and if they are going to fill it, he wanted to make sure they have good duties assigned from it. He referenced comments mentioned from Elk River staff that they thought were important; he thought those would be good things to add to the job description as they are things that haven't been done in the past. He stated if they fill it, he would have higher expectations than what they have had. Communication is vital and despite Council asking for more, he doesn't think they have gotten it. He wanted to know how Happy Days is going to be handled if it is removed from this position. He agreed with City Administrator Hagen's suggestions of duties to be added to the role including codification of policies.

Mayor Kuzma asked if Councilmember Riley was in favor of it.

Councilmember Riley replied he would like to see a job description with the additions.

Councilmember Musgrove agreed that if some of the job duties were added and delineated more specifically she could support it. She commented that she liked the fact that they would be separated but wasn't sure there would be enough job duties. She stated she appreciated the list of duties but noted that some of the things aren't everyday tasks but once a year or quarterly. She agreed that helping with compiling policies would be helpful. She stated in one of the Staff feedback surveys there was a comment that sometimes the communications duties required Staff to do more work. She wanted to ensure that the Communication Director could make sure that the task of communicating is made easy and not impede Staff from doing their work. She pointed out in case one, there was an example of how the County does social media postings were laid out. She thought a template like that for events could be created and followed for sending messages about events. She could support it with a more robust job description and having the events with it, noting that at times with growth, that position could be split or shared with Parks and Rec.

Administrative Services Director Lasher commented right now there is a Recreation Specialist temporarily increasing hours. That person is slated to go full time for Parks and Rec. She asked if she heard Councilmember Musgrove correctly that she could support the position if events were included.

Councilmember Musgrove replied yes, she would like to see it kept because some of the job duties and tasks now are not enough to make 40 hours. She suggested keeping the events activities as a part of the position but getting support as needed.

Administrative Services Director Lasher apologized for not having time to put together a full job description and indicated she will do that for the next meeting and before beginning recruitment. She stated Staff feels they can keep the person very busy. She stated when they left Elk River they learned a lot and it was very motivating.

Councilmember Riley commented that has been the question they have been asking for, what hasn't been getting done that could be. If they feel there are a lot of things that could be added, he would like to hear it.

Councilmember Howell commented it sounded like Administrative Services Director Lasher is looking for a different skill set and suggested talking to Elk River staff about how to get what they are looking for. She agreed that the communications coming out of Elk River look great. She thought that making the job more focused by keeping events out of this position made sense and suggested moving the events to the Parks Department.

Mayor Kuzma suggested recessing the meeting and reconvening after the City Council meeting to finish the rest of the agenda items.

Councilmember Specht commented it comes down to the person hired. He agreed that hopefully they can get someone, especially at the price they can offer, that specializes and is good at digital and is experienced with social media, he thought it would be good for a full-time position.

Councilmember Woestehoff concurred, adding they get what they pay for. If they invest in a good job description and focus the position by keeping the roles separate. He thought there was plenty to do for a City in terms of communications. He stated he supported any increase.

The consensus of the Council was to have a job description be brought back for the Communications Coordinator for Council review.

RECESS AND RECONVENE

Mayor Kuzma recessed the meeting at 6:55 p.m.

Mayor Kuzma reconvened the meeting at 8:15 p.m.

2.04: Discuss Park & Recreation Commission Council Liaison Appointment

City Administrator Hagen stated Councilmember Heineman's attendance for the remainder of the year and his term will be via remote attendance due to other complications; however, he will be able to attend the meetings. He stated Councilmember Heineman had suggested another Councilmember be set for the Parks and Recreation Commission Liaison. He stated Councilmember Musgrove indicated she currently serves as the alternate and would be willing to be the Council Liaison. He asked for discussion on that appointment along with an alternate.

Mayor Kuzma thanked Councilmember Musgrove for stepping up and offering to take on the role, which he supported.

Councilmember Musgrove asked if any others were interested or if they wanted to be an alternate.

Councilmember Riley offered to be the alternate if no one else was interested.

The consensus of the Council was to appoint Councilmember Musgrove as Park & Recreation Commission Council Liaison and Councilmember Riley as the alternate.

2.05: Organizational Culture-Roles and Responsibilities

City Attorney Knaak stated this case is to discuss Council roles and Council culture, what that means and for discussion. He stated the bottom line to begin discussion is to define the roles and responsibilities of a Councilmember. He stated there are certain roles and responsibilities that Councilmembers are all aware of and others that may not be known. He highlighted resources they can get from the League of Minnesota Cities and asked that they review the roles and responsibilities of the Staff, Councilmembers, and Mayor. He stated the relationship of Council with Staff is a critical relationship that he thinks is part of the concern that they have been having and thinks that should be looked at some. He stated the bottom line was the Council has a key responsibility in the management, overall, the direction of the City. He stated they don't have a responsibility over the day-to-day operations of the Staff or can they as an individual Councilmember direct Staff. He stated that is done through the delegation in the hiring of the City Administrator. He stated there may be some need to reinforce what Councilmembers should be doing which can be done by the whole Council through trainings by the League of Minnesota Cities.

Councilmember Musgrove commented that when she was a new Councilmember she went to the League and attended meetings for new Councilmembers. She stated she found some of the information helpful but a lot of it was really high level and didn't get into the specifics. She stated she thought it was more helpful to learn on the job and have a resource in the City Administrator. She asked if any of the Councilmembers had feedback on the League's advanced trainings.

City Attorney Knaak replied they come very highly recommended but he didn't want to suggest that anyone was doing anything wrong.

Councilmember Musgrove asked if any of the Councilmembers thought the training would be of value.

City Attorney Knaak commented that any of the Councilmembers can use him as a resource by asking questions confidentially and he will give answers or advise confidentially. He understood Councilmember Musgrove's question about the training and stated it is a good idea. He stated another benefit is meeting other Councilmembers from around the State to network with and learn from.

Councilmember Howell agreed the League has really good resources.

Councilmember Woestehoff commented he attended the Elected Leaders Institute when he first started on the Council. He stated it was all remote so he didn't get the neighboring cities experience but agreed the League has a lot of good publications and information. He thought the course he attended was helpful. He asked if it is a part of membership to send people to trainings or if there is an additional cost.

City Administrator Hagen replied it is an additional cost. He thought it was around $200 to $300 per person.

Councilmember Musgrove asked if it was correct that there is a budget for training.

City Administrator Hagen replied he would have to check on that.

City Attorney Knaak commented he wasn't saying there is a lack of experience, quite the opposite, he has attended Ramsey Council meetings that are run well despite disagreements. He thought the League training and participation is a wonderful resource and recommended.

Councilmember Woestehoff asked if there are other resources he would recommend, such as the Humphrey Institute.

City Attorney Knaak replied if he saw anything at the Humphrey Institute that is directed at elected officials he will make sure Council sees it. He stated what he likes about the League is about elected officials and they have wonderful resources online also. He stated some of the issues this Council has are difficult but overall the way people are here is positive. He stated one of the reasons he wanted to work with Ramsey was because of the difficult issues and because they weren't a dysfunctional Council.

Councilmember Specht commented he enjoyed the training when he went through it and would be willing to go through another. He asked if meetings are supposed to follow *Robert's Rules* and if there was an ordinance or something that is generally accepted.

City Attorney Knaak replied in their Charter they have the right to establish their own rules and procedures. He stated he has not seen the word *Robert's Rules of Order* anywhere in the ordinances or anywhere in the Charter. He stated that is a good thing. He stated the League recommends if they don't have to, they don't use it. He stated he has his own, there is an updated version of general procedural rules and he has others available. He stated if he were asked a question he would never revert to *Robert's Rules*. He stated they don't follow *Robert's Rules*.

Councilmember Specht asked how they know what they do follow.

Councilmember Howell replied they have Section 2-50 in the City Code that talks about the presiding officer that has a lot of content that she assumes, if they expect residents to follow the City Code, Council should too and that has a lot that covers conduct, point of orders being called, meeting to be followed, and similar items. She suggested he look that up.

City Attorney Knaak agreed and by raising the issue of point of order, which happened at the Council meeting before last, that is appropriate.

Councilmember Specht asked if there was something that gives specifics. He knew there was a motion and discussion or discussion before a motion.

City Attorney Knaak replied he has a PowerPoint package he could give about Council procedure, how it is done, and not done. It has the new standard rules of procedure.

Councilmember Riley asked if that could be sent to the whole Council.

City Attorney Knaak confirmed this or he could do it as a presentation to Council. He stated Council could just as easily read it.

Councilmember Specht stated he has looked at other city's agendas and asked if the way they do agendas is something that should be looked at or if it is pretty standard.

City Attorney Knaak replied there is a general right way of doing things. He offered to put together the presentation. He added there is a separate organization for Mayor Kuzma under the Minnesota League of Cities and the *Mayor's Handbook* is one of the most useful things they have put together as a good resource on procedures and such.

Councilmember Musgrove stated the Charter has some direction for Council, Mayor, and City Administrator. She stated she has gone back to that several time as a reference.

City Attorney Knaak stated the issue came up when they were talking about what kind of approvals were required for the hiring or firing of an individual and the Charter puts the Council in charge of that as the final decision makers or could be delegate to the City Administrator. He stated usually the City Administrator will seek approval for a major hire but that is an additional control Council has.

Councilmember Musgrove asked about direction about the statement that Council is not to direct Staff and if the point of contact is the City Administrator or the department heads. She stated she generally never speaks to any Staff but lately there have been comments that Council has been directing or demeaning Staff. She asked if the administration hears that, would it be brought forward to Council because she thought there was a disconnect between that communication and her reality of her not communicating with Staff. She is looking for understanding that is not the case or if it is, can it be brought to Council attention.

City Attorney Knaak stated no one is pointing fingers in any part of this discussion.

Councilmember Musgrove repeated the question that if that were happening if Council would hear about it because it is her understanding that Work Sessions are where Council has discussion, decision making, and communication as to direction for Staff as a Council.

City Attorney Knaak replied if there was a question about a Councilmember communicating with Staff or intimidating Staff, it should go to the City Administrator. It is the City Administrator's responsibility to go to the Councilmember and say that is outside the chain on command and that could bring some trouble. He stated that is not to say that the Council should be insulated from the administration. He encouraged ride-alongs with the Police to see what they are doing and similar things that help in learning what it is they are administering. He encouraged Council to get to know the employees but thought it was important for administrative efficiency and potential

legal issues that leave the direction, their job-related stuff, with the administration. He added the other key thing, that hasn't been a problem here at all, is that there aren't individual Councilmembers trying to run departments. He stated maybe there is a misunderstanding on the part of the Staff but that kind of thing shouldn't be happening.

Councilmember Specht asked if Councilmembers hear from residents about an issue, such as a park, if communication should go to the Mayor or if communication should go directly to the City Administrator.

City Administrator Hagen replied that is something that can be worked out as time goes on. He stated some Staff are far more comfortable talking directly to Council than others. Not that they are mean or directing work but some Staff can be intimidated simply by the title of Councilmember. He stated shifting things going forward will depend on the individual Staff member. He stated as issues come up, such as mowing at a park, an email could go to the department head and he would appreciate being copied on it to keep him in the loop. He stated he has asked the Staff to do the same if they are sending a message to Council so he has an idea of what was said.

Councilmember Howell commented that just because people say things, it doesn't mean it is accurate. She stated they aren't going to be able to control the media. They have to look at their own interactions and decide if they are reasonable or not.

City Attorney Knaak commented if they are getting those kinds of rumors, it is something that needs to be addressed. He suggested at a Council meeting they address that this is in the media and say categorically that is not the case, that is not a part of the culture, instead of letting it fester.

Councilmember Howell agreed, adding they are going to have to change the direction. If it doesn't come from the presiding officer's seat, it is not going to change. There can be disagreements but the way things have been handled lately and assigning intense malignant to every decision or poor question, is really unhelpful and is creating the Council culture. It creates content for the papers and reflects poorly on the City. She stated the City Attorney has had good advice and the League does have helpful resources but it is going to take all of the Councilmembers. She suggested there is a stop to putting Councilmembers in Political categories.

City Attorney Knaak stated he has gotten the sense that that is going on but from his perspective, it isn't as apparent as they might think. He stated one thing that you can never get rid of, especially with growth and the issues Ramsey has, is politics. He stated they are going to be raised at City Council meetings but it doesn't have to be taken personally. He stated disagreements are going to happen and have happened. He stated this Council has gotten through them just fine and he expected that will continue. He thought the reason why the Mayor raised the topic is to continue to get through this without it becoming dysfunctional.

Councilmember Specht referenced the examples given and asked if there were parliamentarian, when a member says point of order, how can that kind of thing be handled better.

City Attorney Knaak replied the idea behind a good set of procedures is they don't get wrapped up in them. It is supposed to be functional and conducts business. He stated he will happily supply information and provide the Mayor with his own copy that is recommended by the League. He stated with something like that, he would expect to be included.

Mayor Kuzma stated his goal with bringing up this issue was to try to bring some civility back because he felt like they were getting a little out of control.

City Attorney Knaak stated he could see that but from his perspective it isn't that bad. He stated whatever issues they think they have, they are still at a level functionally and personally that are still doable, with a little bit of effort, to continue the civility. He stated he would have been happy to see the behavior of the Council last night in comparison to other councils.

Councilmember Musgrove agreed with Councilmember Howell that sometimes things get said and it maligns Ramsey; that is what she brought up as a concern. That it was spoken at the podium that the Council is harassing Staff and that is what was published in the newspaper. She stated that isn't true as far as she is concerned. She asked if that isn't happening how do they, as a Council, counter that message.

City Attorney Knaak agreed with Councilmember Howell's statement that they can't control what gets written, but in some cities the Communications Director has the added role, to put out a corrective press release to proactively respond to negative comments that are questionable. He stated that has never been done in Ramsey but he thought there is value in that. He stated he had experience with negative press in a local newspaper and the response he got from the editor was that it wasn't personal, they were selling newspapers. He stated what they can do is to make sure whatever message gets sent out from the City reflects accurately the position of the City.

Councilmember Howell commented she thought part of the problem started here. She recounted events from the May 24, 2022 meeting which created a narrative about her from a fellow Councilmember which she felt was untrue and for which she was attacked in the paper. She asked how she was supposed to get past that narrative. She stated Councilmember Riley has been unhappy with the Communications Department and somehow that got put on her in the *Star Tribune* also. She stated she understood that the paper writes its own articles but pointed out it is something to intensely disagree but being factually accurate based on the meetings would be helpful.

Councilmember Woestehoff stated Councilmembers Howell and Musgrove brought the case forward.

Councilmember Howell replied Councilmember Musgrove brought the case forward.

Councilmember Woestehoff replied it takes two people to bring a case forward.

Councilmember Howell countered Councilmember Musgrove brought the case forward on her own.

Councilmember Woestehoff asked how the case got on the agenda at the next meeting.

Councilmember Howell replied that was not the same case. She stated she was very specific.

Councilmember Woestehoff replied he saw what she was saying and was misunderstanding.

Councilmember Howell stated she brought forward fact finding, that was not her case, but a different one. She suggested they look at the information, some of it was surprising to her, and then make decisions based on the information. She suggested taking a step back and knowing they may not agree on things, but asked that things someone else brought forward not be assigned to her because it's not helpful and ends up in the paper. She stated it is frustrating and not helpful to the City.

Councilmember Woestehoff agreed. He stated most of his comments during the meeting were directed to Councilmember Musgrove. He stated Councilmember Howell happened to be sitting next to him and being combative, therefore he was talking to her.

Councilmember Howell replied she didn't think she was being combative.

City Attorney Knaak commented it sounds like there is something to be learned from all this in terms of what can be interpreted and what can't be interpreted. He thought it was worthwhile and they are still talking to each other, which is important. He hoped they could get past it. He asked Mayor Kuzma what else he should talk about.

Mayor Kuzma replied he thought they had touched on things that were important and they could all better themselves by taking a look at some of the League information.

City Attorney Knaak stated he will follow up with the email with some links. He encouraged Council to look at them because it is useful information from the League. He added, for those that might be interested, there is both an advanced and not advanced course where they get a chance to network with other City Councilmembers.

Councilmember Musgrove asked if City Attorney Knaak was also going to provide a list for procedures.

Councilmember Specht added the PowerPoint.

City Attorney Knaak replied he will give the PowerPoint, do the presentation, or both. He stated he will send the PowerPoint and they can decide if they have heard enough on this topic or if they want more.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/Calendar

City Administrator Hagen stated the budget will consume the vast majority of meetings moving forward. He stated at the July 12, 2022 meeting they will have the first budget meeting along with some additional Staffing discussions. He stated other topics coming up included the water treatment facility, the funding tied to budget, and some of the "to be determined items." He asked if Council had any suggestions.

Councilmember Howell asked for future topics if they could discuss asking QCTV not to feature anyone running for Council. She stated then the City would look and act neutral in the election.

Councilmember Woestehoff asked if she was meaning to ask QCTV to not include them in their special stories.

Councilmember Howell replied she meant any candidates, so if they are on boards or anything like that they will be filmed but no special features unless every candidate were to be allotted the same time.

Councilmember Woestehoff stated in his experience from being on QCTV, they had intentionally stopped doing features during the election.

Councilmember Musgrove commented every Councilmember, twice a year, used to do an interview and highlight things going on in the City. She stated they stopped that format and are doing the post. She stated she is not getting any feedback about how each Councilmember is getting a role in that, which she thought was important in being a representative for the community. She asked to know where that is at because they used to be assigned a month in the year so they knew it was coming, now it is more random. She suggested there should be more format to it.

Councilmember Riley asked if she was suggesting telling QCTV to change.

Councilmember Musgrove replied no, but some people have been featured in the post and others haven't.

Councilmembers Specht asked if she was asking because he had done one and they used to do those.

Councilmember Musgrove replied no, Winter Kucharski with QCTV asked and said that different people were featured in the post and she talked about that.

Councilmember Riley commented he hasn't been on TV in two years.

Mayor Kuzma agreed.

Councilmember Musgrove stated maybe Councilmembers aren't on anymore.

Councilmember Woestehoff commented he thought the post was mostly about Chamber things.

Councilmember Specht commented maybe it wasn't the post because he knew what she meant. He stated he had gone in the studio.

Councilmember Musgrove commented the community saw them in that and that they represented Ramsey. She thought that was a part of their communication.

Councilmember Specht asked if she was suggesting bringing that item back.

Councilmember Musgrove replied that was one of the ways they fulfilled their communication goals about featuring different activities.

Councilmember Riley suggested she talk to the QCTV board member.

Councilmember Woestehoff stated he can bring it up at the next meeting, but there isn't a meeting in July so it will be another two to three months.

Councilmember Specht asked if Councilmember Woestehoff wanted to bring up the election thing or if an email should be sent.

Councilmember Woestehoff replied he could send an email. He stated he didn't see it being a big issue.

Councilmember Specht stated he had been interviewed on radio by Public Works because no one else wanted to speak but stated he would be conscience of it too.

Councilmember Musgrove asked to add the rental property ordinance to the list of topics to discuss.

Councilmember Riley asked if it is still planned for July 12, 2022 to talk about PACT planning. He requested Council get a lot more information because there has been a lot of things going on. After watching the last couple Planning Commission meetings, he thought it seemed there are a lot of moving parts, more than what would make sense for a typical case.

City Administrator Hagen asked if there was a specific item Councilmember Riley heard.

Councilmember Riley replied the water and drainage are big issues and is being debated.

Councilmember Woestehoff suggested the Council look at the last Planning Commission case because there are 15 attachments with a lot of data for that case. He stated the Planning Commission has seen it a number of times. He stated the last Planning Commission case has a lot of good detail. He didn't think the Lower Rum River Water Management Organization had seen it yet. He thought the watershed issue was a big concern for residents.

Councilmember Musgrove stated she thought they missed the deadline for the next meeting.

City Administrator Hagen corrected Ramsey Staff said it wasn't good enough to go forward.

Councilmember Musgrove agreed they needed to provide more information, which they didn't.

City Administrator Hagen thought the key message to send to the public is that Ramsey Staff is reviewing it and have said the plans aren't good enough.

Councilmember Riley replied that is important information to include because he didn't know that. He stated he is asking for more information and maybe the attachments are what he is asking for.

Councilmember Woestehoff added he had asked City Engineer Westby at the last Planning meeting to talk about 161st and he got generalities which he understood that is all they could do. He thought the reconstruction next year could have a lot of issues with that development in terms of turn lanes and things because there are a lot of questions about it still. He agreed there is a lot of information with the case and he planned to send his concerns to City Administrator Hagen so he would have time to prepare.

Councilmember Howell stated that some residents had reached out and said they had a Zoom meeting with JB Vang and asked what the outcomes were from that, were there any positives.

City Administrator Hagen replied not really. He stated the big talking points have been the storm water, traffic and noise. What did come out of it was that the engineer for JB Vang looked at some culverts size and came to the meeting and said one idea was to reduce the culvert size to match the other one. He stated they also talked about adding about four inches to the berm height to hold more water and help with control. He stated another bigger item was the turn lane on Variolite to get on to 161st northbound and questioning if that is long enough for the busses. Also looking at the internal traffic patterns and ensuring they know how much staging area there is.

Councilmember Musgrove asked what the decision was regarding the road onto Variolite.

City Administrator Hagen replied not at Staff's recommendation or the traffic study, largely because the direction of the Planning Commission was looking at it from a bus standpoint, right-in, right-out, when not all of the busses come from the north. He didn't think it made sense for the road.

Councilmember Musgrove asked if that would add more impervious surface for more water runoff.

City Administrator Hagen replied they would just make a bigger pond. He stated there were some good talking points but unfortunately they didn't put it in memo form to make an addendum to the traffic study but were talking about acceleration of busses if they go on to Variolite as opposed to people driving the speed limit coming over a hill and the safety issues there. He stated he asked for a traffic memo because it is easier to understand.

Councilmember Specht asked about the feelings on both sides and if PACT seemed frustrated.

City Administrator Hagen replied he thought they were mostly concerned about financing and what interest rates are doing and project costs.

4. MAYOR / COUNCIL / STAFF INPUT

None.

5. ADJOURNMENT

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

Respectfully submitted,

_____
Brian S. Hagen
City Administrator

ATTEST:

_____
Katie M. Schmidt
Deputy City Clerk

Drafted by Joni Helmeke
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, June 28, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Chelsee Howell
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Matt Woestehoff

Members Absent: Councilmember Ryan Heineman

Also Present: City Administrator Brian Hagen
Police Chief Jeff Katers
Fire Chief Matt Kohner
Administrative Services Director Colleen Lasher
City Attorney Fritz Knaak
City Engineer Bruce Westby

1. CALL TO ORDER

Mayor Kuzma 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 Kuzma.

2. PRESENTATION

2.01: Annual Police Department Update and Review of 2021 Activity

Police Chief Katers presented the annual Police Department update and review of 2021 activities. He summarized the data from the year which he stated informs their decisions. He stated in 2021 they had the highest number of calls for service in department history. He stated the response times is around six minutes for emergency calls. He pointed out that what he categorized as quality of life calls far outweighed criminal calls. He highlighted upward trends for calls regarding medical calls for service, motor vehicle accidents and fleeing. He stated a crime map can be accessed online at communitycrimemap.com and look for Ramsey. He highlighted community and Council support.

Mayor Kuzma commented he appreciated the good job the police department does and asked Police Chief Katers to pass it along to his staff.

2.02: Annual Fire Department Update and Review of 2021 Activity

Fire Chief Matt Kohner presented the Annual Fire Department update and review of 2021 activity. He highlighted the increase in call volumes. He noted response times of 6 minutes and 58 seconds for emergencies after the start of the Duty Crew Model which has reduced response times. He noted this is the first time call volumes were higher on the east side of town versus the west side which he attributed to added buildings. He reported eight structure fires in Ramsey for the year. He reported medical calls far outweighed calls for fire. He highlighted the data that daytime medical calls are the highest demand. He also highlighted training the firefighters participated, education opportunities and events they have provided in the community. He noted the Ramsey Fire Department was awarded the Fire Department of the Year award which is awarded by the Minnesota Fire Department Association. He reviewed other events of note during the year.

Mayor Kuzma thanked Fire Chief Kohner and his department. He asked about the training exercise that was scheduled for tomorrow.

Fire Chief Kohner explained the activity of an active live burn that will happen at the intersection Highway 10 and Bowers Drive at a former home of Al Pearson and family.

Councilmember Specht commented that he has heard so much positive feedback from the Fire Department's Open House events and thanked Fire Chief Kohner for doing a great job connecting with the community.

3. CITIZEN INPUT

Jim Gutzwiller, 16651 Quicksilver Street, asked if there is any information or update to the north entrance of Elm Crest Park.

Mayor Kuzma replied they are still working on it and asked City Attorney Knaak to comment.

City Attorney Knaak stated they are very close to a resolution, that is as much detail as he could provide.

4. APPROVE AGENDA

Motion by Councilmember Howell, seconded by Councilmember Woestehoff, to approve the agenda as presented.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Howell, Woestehoff, Musgrove, Riley, and Specht. Voting No: None.

5. CONSENT AGENDA

Motion by Councilmember Woestehoff, seconded by Councilmember Howell, to approve the following items on the Consent Agenda:

5.01: Consider Declaration of Restrictions and Covenants for Project Specific Wetland Replacement
5.02: Approve the following Meeting Minutes:
1) City Council Work Session dated June 14, 2022
2) City Council Regular Session dated June 14, 2022
5.03: Approve Business Licenses
5.04: Approve Rental Licenses
5.05: Authorization to Reclassify the Engineering Technician IV to Senior Engineering Technician
5.06: Authorization to Temporarily Increase the Recreation Specialist from 29 to 40 Hours per Week
5.07: Authorization to Hire a Police Officer Filling a Current Vacancy
5.08: Authorization to Hire a Part-time Receptionist/Secretary
5.09: Authorization to Hire a Temporary Non Benefit Eligible AFSCME Public Works Maintenance Worker
5.10: Adopt Resolution #22-152 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 9, 2022 through June 22, 2022
5.11: Adopt Resolution #22-149 Authorizing Signatures for Financial Transactions
5.12: Adopt Resolution #22-151 Declaring Participation in State Performance Measurement Program
5.13: Adopt Resolution #22-133 Authorizing Final Payment to Northwest Asphalt & Maintenance for Improvement Project #22-08, 2022 Crack Seal Improvements
5.14: Adopt Resolution #22-139 Authorizing Partial Payment No. 2 to Douglas-Kerr Underground, LLC., for Improvement Project #22-05, Riverdale Drive Trunk Utility Improvements, Llama Street to Bowers Drive
5.15: Adopt Resolution #22-142 Authorizing Partial Payment to North Valley Inc. for Fire Station No. 1 Parking Lot Improvements, Improvement Project #21-10
5.16: Adopt Resolution #22-144 Approving Contracted Services for Traffic Count Updates in COR and Surrounding Area
5.17: Adopt Resolution #22-145 Appointing the City Administrator as Deputy City Clerk in Addition to the City Administrator's Existing Duties per Minnesota Statute 412.151 in the Event of the Absence of the City Clerk
5.18: Adopt Resolution #22-150 Approving Plans and Specification and Authorizing Advertisements for Bids for Autumn Heights Streets Reconstructions, Improvement Project #22-02

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Woestehoff, Howell, Musgrove, Riley, and Specht. Voting No: None.

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Adopt Ordinance #22-18 to Rezone 15861 Jarvis St NW from R-1 (Rural Developing) to E-3 Employment (Project No. 22-120); Case of Big C Development LLC

City Administrator Hagen reviewed the proposed resolution to adopt Ordinance #22-18 to rezone the subject property from residential to E-3 Employment which would be in line with the Comprehensive Plan.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to waive the City Charter's requirement to read the Ordinance aloud and Adopt Ordinance #22-18 to rezone the property at 15861 Jarvis St NW from R-1 to E-3.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Musgrove, Woestehoff, Howell, Riley, and Specht. Voting No: None.

7.02: Adopt Resolution #22-148 Approving Plans and Specifications and Authorizing Advertisements for Bids for Riverdale Drive Extension, Llama Street to Bowers Drive, Improvement Project #20-05

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #22-148. He noted the next steps and to get a condensed schedule to get construction done before the weather gets cold in the fall.

Motion by Councilmember Musgrove, seconded by Councilmember Woestehoff, to adopt Resolution #22-148 approving plans and specification and authorizing advertisements for bids for Riverdale Drive extension, Llama Street to Bowers Drive, Improvement Project #20-05.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Musgrove, Woestehoff, Howell, Riley, and Specht. Voting No: None.

7.03: Adopt Ordinance #22-19 Amending Sign Code to Allow Off-Premise Digital Billboard Signs

City Administrator Hagen reviewed the staff report and recommendation to adopt Ordinance #22-19 amending Sign Code to allow Off-Premise Digital Billboard signs. He addressed Councilmember Woestehoff's previous questions about allowing them in PUD districts such as the golf course by stating that if it is the Council's direction to not allow it language to that effect be added for clarity.

Councilmember Musgrove asked if Councilmember Woestehoff wanted to add comment about the PUD. She stated her thoughts on this is that she went from not being in favor of it to now being in favor based on recommendations from the EDA, Staff, and a close vote from the Planning Commission. She asked Staff to give feedback as to the benefit to the businesses.

City Administrator Hagen replied there are two separate issues the City has been discussing. He stated it started with a lease with the billboard company which led to a need for an ordinance to allow billboards. He explained the ordinance is broad in nature and regulates any property along the Highway 10 corridor if adopted and identifies what will be allowed for billboards regarding location. He highlighted benefits to businesses, noting that anyone can advertise on it and it increases advertising ability, especially for businesses along The COR. He stated public service alerts could be posted and community events. He explained separate from that, which the Council has already supported, is a lease for a billboard on land owned by the City. Within that lease, there is more freedom to place additional requirements.

Councilmember Woestehoff commented that the ordinance does not include a requirement that any of the billboards have civil or City-based messaging. He stated at one point it was mentioned that was going to be included but has since been removed. He pointed out the differences between those in the ordinance and those on City-owned land. He highlighted that two included in the ordinance would have no direct fiscal benefit to the City but may benefit Ramsey businesses. He commented that he brought up the PUD because the golf course isn't zoned specifically as a residential area and the ordinance is written billboards are excluded in residential areas and the definition for PUDs is a little ambiguous that it could be possible.

Councilmember Musgrove asked if that would be something Councilmember Woestehoff would want to add to the ordinance or not.

Councilmember Woestehoff replied he didn't support the ordinance but thought having a billboard next to the golf course distracting because of the open space but could imagine that being attracting for a business. He questioned the assumption that this is the solution to helping smaller Ramsey businesses be more visible and would buy advertising on the digital billboards or if they would be taken over by larger franchise chains. He stated he has never supported billboards in Ramsey because it pulls away from the small-town feel.

Motion by Councilmember Specht, seconded by Councilmember Riley, to waive the City Charter requirement to read the ordinance aloud and adopt Ordinance #22-19 Amending Sign Code to allow off-premise digital billboards with the recommended changes to not allow them in the PUD zoned areas.

Further discussion:
Councilmember Riley answered Councilmember Musgrove's question on why the EDA started with this which was to help the local businesses in The COR that can't be seen to get their name out and advertise on Highway 10. He stated the EDA found that it wouldn't cost the City anything and could become a source of revenue. Councilmember Musgrove asked with the inclusion of the PUD and other limitations within the district, if they were being too limiting. Councilmember Woestehoff replied it wouldn't be too limiting because there is room on the far end but it does make it a little harder.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Specht, Riley, Howell, and Musgrove. Voting No: Councilmember Woestehoff.

7.04: Authorization to Approve a Restructure in Administrative Services

City Administrator Hagen stated this was pulled from the Consent Agenda at Councilmember Howell's request. He reviewed the history and responsibilities of the Administrative Services Director. He stated the duties have grown to be more than one person can handle so the proposal is to separate the role. He noted that the proposal is to implement a Human Resources Specialist position and promote Nicole Laubach into that role from the Administrative Assistant position in Community Development and promote Katie Schmidt from Deputy City Clerk to City Clerk.

Councilmember Howell thanked City Administrator Hagen for providing additional information and back story for the public. She commented on the proposal to remove the City Clerk responsibilities and supervision taken from the role. She suggested changing the title of Administrative Services Director to Human Resources and Communications Director because the role isn't encompassing all the administrative services the City provides. She stated she was supportive of dividing the positions as it benefits the department.

Councilmember Specht thanked the Staff for their work on this and for suggesting changes. He commented he understood what Councilmember Howell was saying and thought it was a good title as well. He asked what Administrative Services Director Lasher or Staff thought about the change.

City Administrator Hagen replied that he understood having a long title and the challenge. He commented he wasn't sure that adding Human Resources is needed and noted it would bring a need for changing things like business cards, name plates. He thought the role was more broad than just Human Resources and encompassed other administrative staff oversite.

Motion by Councilmember Musgrove, second by Councilmember Howell, to remove the City Clerk role from Administrative Services Director position as well as to include that statement on the resolution as point three; appointing Katie Schmidt from Deputy City Clerk to City Clerk at step one of 2022 wage scale which is $38.02 and to promote Nicole Laubach from part-time Planning Division Administrative Assistant to full-time Human Resources Specialist at step one of the 2022 wage scale, which is $26.50 an hour, effective July 1, 2022 and to retitle the Administrative Services Director to Human Resources Director.

Further Discussion:
Mayor Kuzma commented he thought they weren't going to change the title. Councilmember Musgrove apologized, adding she thought there were two people who recommended that and there was no voiced opposition, which is why she put it in the motion. Mayor Kuzma agreed it is in the motion and there is a second. Councilmember Woestehoff asked as a point of order if the resolution would need to be changed at every instance that referenced the title to the new title. Councilmember Musgrove agreed the title change should be noted in Resolution #22-146.

Motion failed. Voting Yes: Councilmembers Musgrove and Howell. Voting No: Mayor Kuzma, Councilmembers Specht, Riley, and Woestehoff.

Motion by Councilmember Woestehoff, second by Councilmember Riley, to remove City Clerk role from Administrative Service Director position, promote Katie Schmidt from Deputy City Clerk to City Clerk at step one of the 2022 wage scale, promote Nicole Laubach from Planning Division Administrative Assistant to full time Human Resources Specialist at step on the 2022 wage scale effective July 1, 2022, as well as add bullet point three to Resolution #22-146 indicating that the City Clerk role is removed from the Administrative Services Director position.

Further Discussion:
Councilmember Howell commented her hesitation is that the City Clerk position is such an administrative position and having that removed from under the title of Administrative Services Director is where she is struggling supporting it. She continued it seems the position is more human resources and communications oriented. She stated she would be abstaining from voting. Councilmember Musgrove commented she made the motion in favor of the name change because there were Councilmembers who had made that suggestion and no one had made an comments to oppose it. She asked for their thoughts and position on it. Councilmember Specht commented that the person in the role had previously indicated the current title would be good to keep. He stated he didn't have expertise in this area and could go either way. He also cited City Administrator Hagen's comments that the role would oversee some administrative services still. Councilmember Riley also cited City Administrator Hagen's comments indicating the current title would be appropriate. He added in looking at the proposed org chart it includes oversite of HR, Communications, Administrative Clerk, and Receptionist which seemed to him to be administrative and agreed with keeping Administrative Services Director in place as the title. Councilmember Woestehoff stated that he didn't comment because Councilmember Musgrove had started making a motion and he was about to as well.

Motion carried. Voting Yes: Mayor Kuzma, Councilmembers Woestehoff, Riley, Specht, and Musgrove. Voting No: none. Abstaining: Councilmember Howell.

8. MAYOR/ COUNCIL/ STAFF INPUT

City Administrator Hagen commented there are a number of City-led road projects going on at this time so if Council is hearing things from residents that their concerns are passed along to ensure those projects aren't impacting residents too much. He stated there is a lot of Staff out there while the projects are going on so they will be mindful for that. He highlighted the Open House that is tomorrow morning at 7:00 a.m. for businesses and another more general public one at 5:00 p.m. tomorrow evening. Both sessions are in the Alexander Ramsey room.

Mayor Kuzma asked about the concerts on Thursday.

City Administrator Hagen stated the concerts are on Thursday at 6:30 p.m.

Councilmember Specht commented the Fire Department training is going to happen tomorrow on the corner of Highway 10 and Bowers Drive so if residents see that, it is expected and planned.

Councilmember Musgrove commented on a Staff member who is retiring, Grant Riemer. She recounted her first meeting with him and stated she has known Mr. Riemer to be a hard worker.

She highlighted his achievements in the community, thanked him for his years of service, and wished him well in his retirement.

9. ADJOURNMENT

Motion by Councilmember Musgrove, seconded by Councilmember Howell, to adjourn the meeting.

Motion carried.

The regular meeting of the City Council adjourned at 8:11 p.m.

Respectfully submitted,

_____
Brian Hagen
City Administrator

ATTEST:

_____
Katie M. Schmidt
Deputy City Clerk

Drafted by Joni Helmeke
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **5. 3.**

Meeting Date: 07/12/2022

By: Nicole Laubach, Community Development

Information

Title

Approve Rental Licenses

Purpose/Background:

Purpose: The purpose of this case is to approve rental license requests for 2022.

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.) are subject to the license and inspection program as required by code.

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
Brian Hagen	Brian Hagen	07/07/2022 10:45 AM
Form Started By: Nicole Laubach		Started On: 07/05/2022 10:11 AM
Final Approval Date: 07/07/2022		

Report Name: License Report - License Types
Council Dates: 7/12/2022 to 7/12/2022
Status: Active, Inactive
License Type(s): Rental, Multi-Family Rental

City of Ramsey
License Report - License Types

Printed: 7/5/2022

Company	Applicant	Location	Complex	Exp. Date	Council Date	Status
Rental						
SFR Acquisitions 3 LLC	SFR Acquisitions 3 LLC	5160 149th La NW		7/8/2025	7/12/2022	A
Ruth Oyugi	Ruth Oyugi	6344 154th Ct NW		7/8/2025	7/12/2022	A
SFR Acquisitions 3 LLC	SFR Acquisitions 3 LLC	7034 168th La NW		7/8/2025	7/12/2022	A

Rental License Count: 3

Total Licenses: 3

CC Regular Session **5. 4.**

Meeting Date: 07/12/2022

Submitted For: Sean Sullivan, Community Development

By: Wendy Schlueter, Community Development

Information

Title

Approve Business Licenses

Purpose/Background:

The purpose of this case is to obtain City Council approval of business license requests (not including Rental or BRC).

Background: Certain businesses in the City of Ramsey are required to apply for a business 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 City Council approval.

Recommendation:

Staff recommends approval of business license applications contingent upon completion and approval of background checks or review by required city departments.

Action:

Motion to approve the attached business license applications contingent upon completion and approval of background checks or review by required city departments.

Attachments

Business License Applications

Form Review

Inbox	Reviewed By	Date
Sean Sullivan	Sean Sullivan	07/05/2022 03:03 PM
Brian Hagen	Brian Hagen	07/07/2022 10:45 AM
Form Started By: Wendy Schlueter		Started On: 07/05/2022 11:14 AM
Final Approval Date: 07/07/2022		

Report Name: License Report - License Types
Council Dates: 7/12/2022 to 7/12/2022
Status: Active, Inactive
License Type(s): 3.2 Beer Off-Sale, 3.2 Beer On-Sale Temporary, Liquor 2 A.M. Closing, Liquor Off-Sale, Liquor On-Sale, Liquor On-Sale Sunday, Temporary Intoxicating, Wine On-Sale, Amusement Center, Amusement Devices/Billiard Tables, Business License-1st Year, Business License-Renewal, Garbage Haulers, Pawnbroker, Second Hand Goods Dealer, Special Events, Temporary Amusement/Carnival/Circus, Therapeutic Massage Establishment, Therapeutic Massage Therapist, Tobacco, Transient Merchant/Peddler/Solicitor

City of Ramsey
License Report - License Types

Company	Applicant	Location	Complex	Exp. Date	Council Date	Status
Transient Merchant/Peddler/Solicitor						
LLBatsche LLC	Linnea BATSCHE	7533 Sunwood Dr NW 110		9/13/2022	7/12/2022	A

Transient Merchant/Peddler/Solicitor License Count: 1

Total Licenses: 1

CC Regular Session **5. 5.**

Meeting Date: 07/12/2022

By: Colleen Lasher, Administrative Services

Information

Title:

Authorization to Hire an IT Security Administrator

Purpose/Background:

The purpose of this case is to authorize hiring an IT Security Administrator.

This position was approved as part of the 2022 budget. Staff conducted an internal/external recruitment process which included first and second interviews. Mr. Devon Lucht was selected for the position and has passed the City's pre-employment testing. The City extended a contingent job offer which is contingent upon City Council approval. If hired, Mr. Lucht will be subject to a six-month probationary period and the personnel policy.

The primary objective of this non-union position may include, but is not limited to mitigating unauthorized access to data on City-managed networks through the planning, implementation, and administration of cybersecurity solutions and best practices. This position focuses heavily on network security and will work closely with all departments, LOGIS, and other affiliated entities to identify present security needs, as well as future ones. This position also supports the IT Department with day-to-day troubleshooting, monitoring, and training. This position is one of three IT Department employees and will provide back-up, mutually shared responsibilities, and cross-training one another.

Funding Source:

The funding for this position was included in the 2022 budget at $94,501; however, with a delayed start date of July 27 the 2022 funding is approximately $39,000.

Recommendation:

To hire Mr. Devon Lucht as a full-time IT Security Administrator, effective on or near July 27, 2022, at $33.982 per hour, which is step 1 of the 2022 wage scale.

Outcome/Action:

Motion to hire Mr. Devon Lucht as a full-time IT Security Administrator, effective on or near July 27, 2022, at $33.982 per hour, which is step 1 of the 2022 wage scale.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	07/07/2022 10:41 AM
Form Started By: Colleen Lasher		Started On: 07/01/2022 02:12 PM
Final Approval Date: 07/07/2022		

CC Regular Session **5. 6.**

Meeting Date: 07/12/2022

By: Tammy Oakes, Finance

Information

Title

Adopt Resolution #22-159 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 23, 2022 through July 6, 2022

Purpose/Background:

Adopt Resolution #22-159 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 23, 2022 through July 6, 2022

Recommendation:

Staff Recommends to Adopt Resolution #22-159 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 23, 2022 through July 6, 2022

Action:

Motion to Adopt Resolution #22-159 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 23, 2022 through July 6, 2022

Attachments

Bills List 7/12/2022

Resolution 22-159

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	07/07/2022 08:35 AM
Brian Hagen	Brian Hagen	07/07/2022 10:46 AM
Form Started By: Tammy Oakes		Started On: 07/06/2022 02:38 PM
Final Approval Date: 07/07/2022		

RAMSEY CITY COUNCIL MEETING

7.12.2022

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 6.23.2022 - 7.6.2022	$ 412,716.97
Accounts Payable 6.23.2022 - 7.6.2022	118,216.26
Payroll 6.24.2022	224,323.60
Debt Service	
Pay Estimates- Projects	
TOTAL SUBMITTED FOR APPROVAL THIS MEETING (Invoices Available for Reviewal)	**$ 755,256.83**

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:

	APPROVED PREVIOUS MTG	2022 Y.T.D.
PREPAIDS	$ 294,427.51	$ 4,976,415.83
PREPAID ADJUSTMENTS		
ACCOUNTS PAYABLE INVOICING		
BILLS LIST SUBMITTED	472,827.81	4,253,718.17
ADD (DELETE) BILLS LIST SUBMITTED		
NET PAYROLL TOTAL	201,790.30	2,478,701.22
CORRECTION TO PAYROLL		
DEBT SERVICE	280,431.81	329,263.06
CORRECTION TO DEBT SERVICE		
PAY ESTIMATE(S) - PROJECTS	786,834.53	2,283,498.92
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	**$ 2,036,311.96**	**$ 14,321,597.20**

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
115153	**6/23/2022**		**111377 ANOKA MUNICIPAL UTILITY**						
		51.80	STOP LIGHTS		113855	22-612000-01 MAY 2022	0260.6371		ELECTRIC UTILITIES
		85.40	STOP LIGHTS		113856	22-613120-01 MAY 2022	0260.6371		ELECTRIC UTILITIES
		41.59	TRAFFIC SIGNALS		113857	22-610280-00 MAY 2022	0260.6371		ELECTRIC UTILITIES
		78.80	STREET LIGHTING		113858	22-990005-01 MAY 2022	9603.6371		ELECTRIC UTILITIES
		257.59							
115154	**6/23/2022**		**119134 CINTAS (FIRST AID VENDOR)**						
		38.85	FIRST AID SUPPLIES		113861	5105387782	0452.6231		UNIFORMS & TURN-OUT
		38.85	FIRST AID SUPPLIES		113861	5105387782	0311.6231		UNIFORMS & TURN-OUT
		38.85	FIRST AID SUPPLIES		113861	5105387782	9601.6231		UNIFORMS & TURN-OUT
		116.55							
115155	**6/23/2022**		**110734 CITY OF RAMSEY**						
		300.00	CASH UTILITY PMT ACCT 729914		113888	06232022	9601.4651		WATER REVENUE
		300.00							
115156	**6/23/2022**		**117595 QUADIENT LEASING USA INC**						
		474.36	LEASE POSTAGE		113862	N9448970	0130.6405		OFFICE & DATA PROCES
		474.36							
115157	**6/23/2022**		**110528 ROBERTS, JAMES AND KAREN**						
		486.83	OVRPMT UB REFND ACCT 48953912		113853	06232022	9601.4651		WATER REVENUE
		486.83							
115211	**6/30/2022**		**117922 ADAM PRICE INC**						
		2,000.00	REF DRWY ESC 5065 XKIMO CT		113926	06302022	9252.1155.1		MANUAL-ACCOUNTS RE
		2,000.00	REF DRWY ESC 5075 XKIMO CT		113927	06302022A	9252.1155.1		MANUAL-ACCOUNTS RE
		4,000.00							
115212	**6/30/2022**		**119498 AUTHORITY MACHINING, LLC**						
		7.13	UB REF 14290 SUNFISH LAKE BLVD		113964	06302022	9601.4651		WATER REVENUE
		7.13							
115213	**6/30/2022**		**117422 CARPENTER, JETHRO**						
		5,000.00	REF LNDSCP ESCR 5926 168TH AV		113934	RA049799	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00							
115214	**6/30/2022**		**119494 CARPENTER-FOURNIER, JENNIFER**						
		100.00	REF EROS ESCR 5235 177TH AV		113935	A117722	9804.6433	00117722	REFUNDS
		100.00							
115215	**6/30/2022**		**100297 CENTERPOINT ENERGY**						
		194.97	MONTHLY GAS CHARGES		113916	8000014064-2 MAY 2022	0452.6373		GAS
		110.78	MONTHLY GAS CHARGES		113916	8000014064-2 MAY 2022	0311.6373		GAS
		110.78	MONTHLY GAS CHARGES		113916	8000014064-2 MAY 2022	9601.6373		GAS
		110.78	MONTHLY GAS CHARGES		113916	8000014064-2 MAY 2022	9602.6373		GAS
		110.78	MONTHLY GAS CHARGES		113916	8000014064-2	9605.6373		GAS

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
115215	6/30/2022		100297 CENTERPOINT ENERGY						Continued.
						MAY 2022			
		638.09							
115216	6/30/2022		100116 CONNEXUS ENERGY						
		527.81	ELMCREST IRRIGATION (MAY)		113924	444931-267449 MAY2 2022	0452.6371		ELECTRIC UTILITIES
		527.81							
115217	6/30/2022		106583 DELTA DENTAL PLAN OF MINNESOTA						
		3,770.55	JULY 2022 DENTAL PREMIUMS		113922	RIS0004246092	9101.2170		DENTAL/DISABILITY/LIFE
		3,770.55							
115218	6/30/2022		115607 DVS						
		14.25	UNMARKED SQUAD 305 TAB RENEWAL		113915	C169001 JUNE 2022	0211.6249		MISCELLANEOUS OPER/
		14.25							
115219	6/30/2022		119495 GRUMPY'S MINI DONUTS LLC						
		250.00	REFUND HD FOOD VENDOR		113959	06302022	0296.4609		OTHER MISCELLANEOUS
		250.00							
115220	6/30/2022		115574 HEALTHPARTNERS						
		66,057.00	JULY 2022 MEDICAL PREMIUMS		113923	113351455	9101.2176		LIFE/HEALTH-EMPLOYEE
		66,057.00							
115221	6/30/2022		117814 LEWIS CUSTOM HOMES INC						
		1,500.00	REF ERO ESCR 8854 151ST LA		113932	RA049112	9804.6433	00118920	REFUNDS
		5,000.00	REF LNDSCP ESC 8854 151ST LA		113933	RA050281	9252.1155.1		MANUAL-ACCOUNTS RE
		6,500.00							
115222	6/30/2022		118840 MAGIC BOUNCE						
		1,650.00	50% DEPOSIT FOR RENTAL		113925	062822	0452.6489		OTHER CONTRACTED SI
		1,650.00							
115223	6/30/2022		117716 MCLEOD, WARREN						
		199.00	WATER EFFICIENCY REBATE		113919	062022	9601.6436		WATER EFFICIENCY REB
		199.00							
115224	6/30/2022		101032 MN CITY COUNTY MGMT ASSOCIATION						
		174.02	B. HAGEN MCMA MEMBERSHIP		113917	05012022	0130.6451		MEMBERSHIP DUES
		174.02							
115225	6/30/2022		118945 NASSAU POOLS & SPAS						
		100.00	REF ERO ESCR 9405 164TH LA		113936	RA047122	9804.6433	00118465	REFUNDS
		100.00							
115226	6/30/2022		100351 NCPERS GROUP LIFE INS						
		368.00	JULY 2022 PERA LIFE		113920	704800072022	9101.2170		DENTAL/DISABILITY/LIFE
		368.00							
115227	6/30/2022		116364 NORTHLAND CUSTOM HOMES LLC						
		1,500.00	REF ERO ESCR 17930 VANADIUM ST		113958	RA047534	9804.6433	00118524	REFUNDS
		1,500.00							
115228	6/30/2022		119499 NOSKALENKO, NADIYA						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
115228	6/30/2022		119499 NOSKALENKO, NADIYA						Continued
		35.02	UB REF 7025 RIVERDALE DRIVE		113965	06302022	9601.4651		WATER REVENUE
		35.02							
115229	6/30/2022		119415 OTTESON, DANYEL						
		100.00	REISSUE PMT FOR VOID CK 115128		113966	05262022	9101.2201		DEPOSITS PAYABLE
		100.00							
115230	6/30/2022		119496 ROWE, EVAN OR HANNAH						
		5,000.00	REF LNDSCP ESCR 17930 VANADIUM		113963	RA049558	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00							
115231	6/30/2022		118477 SCHMIDT, MIKE						
		1,870.00	CONCERT PERFORMANCE		113960	062922	9270.6315		MISCELLANEOUS PROFE
		1,870.00							
115232	6/30/2022		113370 SCHUSTER CONSTRUCTION LLC						
		1,500.00	REF ERO ESCR 5926 168TH AVE		113930	A118598	9804.6433	00118598	REFUNDS
		1,500.00	REF ERO ESC 5960 168TH AVE		113931	RA047558	9804.6433	00118597	REFUNDS
		3,000.00							
115233	6/30/2022		108658 SPARKLE POOL SERVICE						
		100.00	REF ERO ESCR 16334 COQUINA ST		113957	RA046409	9804.6433	00118390	REFUNDS
		100.00							
115234	6/30/2022		119482 YANG, CHEE NHO						
		200.00	WATER EFFICIENCY REBATE		113918	062722	9601.6436		WATER EFFICIENCY REB
		200.00							
1003925	6/24/2022		113929 BAGNE, JAMES						
		15.00	REIMB LUNCH-FIREARM TRAINING		113851	06232022	0211.6331		TRAVEL & LODGING
		15.00							
1003926	6/24/2022		119214 BENSON, ERICK						
		268.00	REIMB RENEW/CONT ED FOR LICENS		113852	06232022	0194.6249		MISCELLANEOUS OPER/
		268.00							
1003927	6/24/2022		112663 CAPSTONE HOMES INC						
		1,500.00	REF EROS ESCR 15228 TIGER ST		113859	061722	9804.6433	00118948	REFUNDS
		1,500.00	15255 TIGER ST NW ERO REFUND		113860	A119017	9804.6433	00119017	REFUNDS
		1,500.00	REF ERO ESC 8663 152ND AVE NW		113864	A118936	9804.6433	00118936	REFUNDS
		7,000.00	REF LNDSCPD/DRW 8663 152ND AVE		113865	06212022A	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESC 8679 152ND AVE		113866	A118817	9804.6433	00118817	REFUNDS
		7,000.00	LNDSCP/DRIV ESCR 8679 152ND AV		113867	06212022B	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESCR 8687 152ND AVE		113868	A118816	9804.6433	00118816	REFUNDS
		7,000.00	LNDSCP/DRIV ESCR 8687 152NDAV		113869	06212022C	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESCR 8692 152ND AVE		113870	A119015	9804.6433	00119015	REFUNDS
		7,000.00	LNDSCP/DRIV ESCR 8692 152ND AV		113871	06212022D	9252.1155.1		MANUAL-ACCOUNTS RE
		37,000.00							
1003928	6/24/2022		111522 SIGNATION SIGN GROUP						
		8,290.00	RIVER'S BEND PARK MONUMENT BAL		113854	16328	9810.6580		OTHER EQUIPMENT
		8,290.00							
1003929	6/24/2022		100459 STANDARD INSURANCE COMPANY						
		2,433.65	JUNE 2022 LIFE INSURANCE		113863	772596 0001	9101.2176		LIFE/HEALTH-EMPLOYEE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
1003929	6/24/2022		100459 STANDARD INSURANCE COMPANY						Continued.
						JUNE 2022			
		2,433.65							
1003930	6/24/2022		114486 SUN LIFE ASSURANCE COMPANY OF CANADA						
		503.88	JUNE 2022 VOL LTD PREM		113873	237724 JUN 2022	9101.2170		DENTAL/DISABILITY/LIFE
		391.32	JUNE 2022 NON-VOL LTD PREM		113873	237724 JUN 2022	9101.2170		DENTAL/DISABILITY/LIFE
		895.20							
1003931	6/24/2022		100510 VERIZON WIRELESS						
		2,138.58	JUNE CH CELL PHONE SERVICE		113872	9908418226	0192.6323		CELLULAR PHONES
		2,138.58							
1003932	6/28/2022		100257 LAW ENFORCEMENT LABOR SRV INC						
		877.50			113647	0609221144292	9101.2177		UNION DUES
		877.50			113880	0623221006092	9101.2177		UNION DUES
		1,755.00							
1003933	6/28/2022		100298 MN AFSCME COUNCIL 5						
		537.60			113648	0609221144293	9101.2177		UNION DUES
		537.60			113881	0623221006093	9101.2177		UNION DUES
		1,075.20							
1003971	7/1/2022		116114 AVESIS THIRD PARTY ADMINISTRATORS						
		218.01	JULY 2022 VISION PREMIUMS		113921	2883188	9101.2170		DENTAL/DISABILITY/LIFE
		218.01							
1003972	7/1/2022		112663 CAPSTONE HOMES INC						
		1,500.00	REF ERO ESCR 8700 152ND AV		113928	RA048206	9804.6433	00118723	REFUNDS
		1,500.00	REF ERO ESCR 15158 TIGER ST		113929	RA048365	9804.6433	00118786	REFUNDS
		2,000.00	REF DRWY ESC 15158 TIGER ST		113937	RA050225	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00	REF LNDSCP ESC 15158 TIGER ST		113937	RA050225	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESCR 15188 TIGER ST		113938	RA049592	9804.6433	00119047	REFUNDS
		1,500.00	REF ERO ESCR 15193 TIGER ST		113939	RA048999	9804.6433	00118934	REFUNDS
		5,000.00	REF LNDSP ESCR 15193 TIGER ST		113940	RA050532	9252.1155.1		MANUAL-ACCOUNTS RE
		2,000.00	REF DRWY ESCR 15193 TIGER ST		113940	RA050532	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESCR 15196 TIGER ST		113941	RA049591	9804.6433	00119016	REFUNDS
		5,000.00	REF LNDSCP ESCR 15196 TIGER ST		113942	RA051316	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESCR 15209 TIGER ST		113943	RA048964	9804.6433	00118918	REFUNDS
		5,000.00	REF LNDSCP ESCR 15209 TIGER ST		113944	RA051000	9252.1155.1		MANUAL-ACCOUNTS RE
		2,000.00	REF DRWY ESCR 15209 TIGER ST		113944	RA051000	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESCR 15236 TIGER ST		113945	RA049218	9804.6433	00118969	REFUNDS
		2,000.00	REF DRWY ESCR 15236 TIGER ST		113946	RA050809	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00	REF LNDSCP ESCR 15236 TIGER ST		113946	RA050809	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESCR 15239 TIGER ST		113947	RA048872	9804.6433	00118867	REFUNDS
		5,000.00	REF LNDSCP ESCR 15239 TIGER ST		113948	RA050498	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESCR 15242 TIGER ST		113949	RA049217	9804.6433	00118968	REFUNDS
		2,000.00	REF DRWY ESCR 15242 TIGER ST		113950	RA050808	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00	REF LNDSCP ESCR 15242 TIGER ST		113950	RA050808	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESCR 15247 TIGER ST		113951	RA049066	9804.6433	00118935	REFUNDS
		2,000.00	REF DRWY ESCR 15247 TIGER ST		113952	RA050551	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00	REF LNDSCP ESCR 15247 TIGER ST		113952	RA050551	9252.1155.1		MANUAL-ACCOUNTS RE
		1,500.00	REF ERO ESCR 15250 TIGER ST		113953	RA048435	9804.6433	00118865	REFUNDS
		2,000.00	REF DRWY ESCR 15250 TIGER ST		113954	RA050514	9252.1155.1		MANUAL-ACCOUNTS RE
		5,000.00	REF LNDSCP ESCR 15250 TIGER ST		113954	RA050514	9252.1155.1		MANUAL-ACCOUNTS RE
		2,000.00	REF DRWY ESCR 15254 TIGER		113955	RA050524	9252.1155.1		MANUAL-ACCOUNTS RE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
1003972	7/1/2022		112663 CAPSTONE HOMES INC						Continued.
		1,500.00	REF ERO ESCR 15266 TIGER ST		113956	RA048936	9804.6433	00118916	REFUNDS
		5,000.00	REF LNDSCP ESCR 15266 TIGER ST		113961	RA051315	9252.1155.1		MANUAL-ACCOUNTS RE
		2,000.00	REF DRWY ESCR 15266 TIGER ST		113961	RA051315	9252.1155.1		MANUAL-ACCOUNTS RE
		2,000.00	REF DRWY ESCR 15274 TIGER ST		113962	RA050813	9252.1155.1		MANUAL-ACCOUNTS RE
		88,000.00							
97062422	6/24/2022		118579 ND CHILD SUPPORT DIVISION						
		287.08			113879	06232210060914	9101.2185		GARNISHMENTS/SUPPO
		287.08							
98062422	6/24/2022		115568 ALERUS FINANCIAL NA						
		5,406.98			113878	06232210060913	9101.2176		LIFE/HEALTH-EMPLOYEE
		5,406.98							
99062422	6/24/2022		107962 TOTAL ADMINISTRATIVE SERVICE CORP						
		1,307.00			113875	06232210060910	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,307.00							
99063022	6/30/2022		100219 HOME DEPOT COMMERCIAL ACCT PROGRAM						
		59.04	IRRIGATION PARTS		113986	06132022	0220.6372		WATER/IRRIGATION
		1.18-	EARLY PAY DISCOUNT		113986	06132022	0220.6372		WATER/IRRIGATION
		80.32	SEALANT, SPRINKLER, NOZZLE		113987	06212022	0194.6281		SMALL TOOLS & MINOR I
		1.61-	EARLY PAY DISCOUNT		113987	06212022	0194.6281		SMALL TOOLS & MINOR I
		136.57							
99220096	6/24/2022		100301 MN CHILD SUPPORT PAYMENT CNTR						
		359.51			113785	0621221401451	9101.2185		GARNISHMENTS/SUPPO
		359.51							
99350326	6/24/2022		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		10,500.68			113876	06232210060911	9101.2175		DEFERRED COMPENSAT
		10,500.68							
99352086	6/24/2022		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		11,624.99			113877	06232210060912	9101.2176		LIFE/HEALTH-EMPLOYEE
		11,624.99							
99644384	6/24/2022		100601 MN DEPT OF REV WH						
		200.04			113786	0621221401452	9101.2172		STATE WITHHOLDING
		50.00			113792	062222805543	9101.2172		STATE WITHHOLDING
		12,857.55			113884	0623221006096	9101.2172		STATE WITHHOLDING
		13,107.59							
99657560	6/24/2022		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		108.33			113790	062222805541	9101.2174		PERA-EMPLOYEE
		108.33			113791	062222805542	9101.2183		PERA-EMPLOYER
		25,527.46			113882	0623221006094	9101.2174		PERA-EMPLOYEE
		34,370.88			113883	0623221006095	9101.2183		PERA-EMPLOYER
		60,115.00							
99769692	6/24/2022		100223 ICMA RETIREMENT TRUST 457						
		1,668.00			113874	0623221006091	9101.2175		DEFERRED COMPENSAT
		1,668.00							
99858811	6/24/2022		101306 IRS						

CITY OF RAMSEY

Council Check Register by GL

Council Check Register and Summary

6/23/2022 – 12/31/2022

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99858811	**6/24/2022**		**101306 IRS**						**Continued.**
		277.12			113787	0621221401453	9101.2171		FEDERAL WITHHOLDING
		1,691.36			113788	0621221401454	9101.2173		FICA & MEDICARE-EMPL
		1,691.36			113789	0621221401455	9101.2182		FICA & MEDICARE-EMPL
		375.00			113793	062222805544	9101.2171		FEDERAL WITHHOLDING
		254.48			113794	062222805545	9101.2173		FICA & MEDICARE-EMPL
		254.48			113795	062222805546	9101.2182		FICA & MEDICARE-EMPL
		27,151.85			113885	0623221006097	9101.2171		FEDERAL WITHHOLDING
		15,811.54			113886	0623221006098	9101.2173		FICA & MEDICARE-EMPL
		15,811.54			113887	0623221006099	9101.2182		FICA & MEDICARE-EMPL
		63,318.73							
		412,716.97	Grand Total						

Payment Instrument Totals

Checks	102,796.20
EFT Payments	167,832.13
A/P ACH Payment	142,088.64
Total Payments	412,716.97

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	3439		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2022		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
118856	AERO MATERIAL HANDLING		PV	114021	001	00999	6/27/2022	2220308 A	780.00
	AERO MATERIAL HANDLING			Summary Total					780.00
	PO BOX 337								
	ANOKA MN 55303			Payment Amount					780.00
100058	ANOKA RAMSEY FARM AND GARDEN		PV	113999	001	00999	6/22/2022	06222022	432.00
	ANOKA RAMSEY FARM AND GARDEN			Summary Total					432.00
	7435 HIGHWAY 10		PV	114010	001	00999	6/23/2022	06232022	144.00
	RAMSEY MN 55303			Summary Total					144.00
				Payment Amount					576.00
100063	ASPEN MILLS	55303RPD	PV	113892	001	00999	6/18/2022	295763	107.30
	ASPEN MILLS			Summary Total					107.30
	8201 C CENTRAL AVE NE	55303RPD	PV	113893	001	00999	6/15/2022	295502	99.00
	SPRING LAKE PARK MN 55432			Summary Total					99.00
		55303RFD	PV	113985	001	00999	6/20/2022	295815	175.89
				Summary Total					175.89
		55303RPD	PV	114013	001	00999	6/23/2022	296005	1,086.15
				Summary Total					1,086.15
		55303RFD	PV	114017	001	00999	6/24/2022	296029	49.95
				Summary Total					49.95
		55303RFD	PV	114018	001	00999	6/24/2022	296068	134.60
				Summary Total					134.60
		55303RFD	PV	114023	001	00999	6/27/2022	296184	225.84
				Summary Total					225.84
		55303RFD	PV	114024	001	00999	6/27/2022	296177	39.40
				Summary Total					39.40
		55303RFD	PV	114026	001	00999	6/27/2022	296180	49.95
				Summary Total					49.95
		55303RPD	PV	114030	001	00999	6/28/2022	296258	750.28
				Summary Total					750.28
		55303RPD	PV	114033	001	00999	6/30/2022	296427	182.00
				Summary Total					182.00
		55303RFD	PV	114049	001	00999	6/27/2022	296165	225.84
				Summary Total					225.84
		55303RFD	PV	114050	001	00999	6/28/2022	296225	238.69

Payment Group Control Number	3439		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2022		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Summary Total					238.69
		55303RFD	PV	114051	001	00999	6/28/2022	296226	219.84
				Summary Total					219.84
		55303RFD	PV	114052	001	00999	6/28/2022	296255	225.84
				Summary Total					225.84
				Payment Amount					3,810.57
119505	BELKNAP, MICHAEL	WATER EFFICIENCY REBATE	PV	114043	001	00999	6/30/2022	063022B	199.99
	MICHAEL BELKNAP 7194 170TH TRAIL NW RAMSEY MN 55303			Summary Total					199.99
				Payment Amount					199.99
100086	BLUE VELVET INC		PV	114053	001	00999	6/28/2022	148	119.80
	BLUE VELVET INC 14101 ST FRANCIS BLVD NW RAMSEY MN 55303			Summary Total					119.80
				Payment Amount					119.80
108458	CBIZ BENEFITS INSURANCE SERVICES INC	REBA	PV	114031	001	00999	6/30/2022	REBA2022	405.00
	CBIZ BENEFITS INSURANCE SERVICES INC ATTEN: DENISE GORSLINE ACCT DEPT. 700 W. 47TH STREET SUITE 1100 KANSAS CITY MO 64112			Summary Total					405.00
				Payment Amount					405.00
110483	CITY OF ST PAUL	CUSTOMER 350	PV	113972	001	00999	6/7/2022	IN49715	1,314.74
	CITY OF ST PAUL OFFICE OF FINANCIAL SERVICES 15 W KELLOGG BLVD SUITE 700 ST PAUL MN 55102			Summary Total					1,314.74
				Payment Amount					1,314.74
119492	CONSTRUCTION SUPPLY DBA BROCK WHITE	CUST 27151	PV	113994	001	00999	6/20/2022	15509613-00	115.49
	BROCK WHITE COMPANY LLC C/O CSG			Summary Total					115.49

Payment Group Control Number	3439		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2022		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	PO BOX 856458 MINNEAPOLIS MN 55485-6458								
				Payment Amount					115.49
114117	CRAWFORD'S EQUIPMENT INC		PV	113983	001	00999	6/21/2022	01-64943	133.58
	CRAWFORD'S EQUIPMENT INC 4898 HIGHWAY 95 NW CAMBRIDGE MN 55008			Summary Total					133.58
				Payment Amount					133.58
119478	DAVIS, HEIDI	Elmcrest Pk 6/18/22 refund dep	PV	113897	001	00999	6/21/2022	062122	100.00
	HEIDI DAVIS 15320 RADIUM WAY NW RAMSEY MN 55303			Summary Total					100.00
				Payment Amount					100.00
104267	ELITE SANITATION		PV	113981	001	00999	6/19/2022	28792	626.20
	ELITE SANITATION PO BOX 526 ELK RIVER MN 55330			Summary Total					626.20
				Payment Amount					626.20
119501	ERIC KRATOCHVIL DBA E.J.K. MUSIC LLC	7/14/22 CONCERT PERFORMANCE	PV	113989	001	00999	6/29/2022	062922	1,700.00
	E.J.K. MUSIC LLC 8907 10TH AVENUE SOUTH BLOOMINGTON MN 55420			Summary Total					1,700.00
				Payment Amount					1,700.00
119490	ESPELAND, ALLIE	WATER EFFICIENCY PROGRAM	PV	114039	001	00999	6/27/2022	062722	400.00
	ALLIE ESPELAND 14231 VANADIUM STREET NW RAMSEY MN 55303			Summary Total					400.00
				Payment Amount					400.00
100143	FERGUSON WATERWORKS # 2518	CUST 24740	PV	113900	001	00999	6/20/2022	0495471	182.24

Payment Group Control Number	3439		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2022		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	FERGUSON WATERWORKS 2516			Summary Total					182.24
	P O BOX 802817	CUST 24741	PV	113901	001	00999	6/20/2022	0491443	842.67
	CHICAGO IL 60680-2817			Summary Total					842.67
				Payment Amount					1,024.91
119491	GANDRUD, ROBERT	WATER EFFICIENCY REBATE	PV	114040	001	00999	6/27/2022	062722	200.00
	ROBERT GANDRUD 15501 YAKIMA COURT NW RAMSEY MN 55303			Summary Total					200.00
				Payment Amount					200.00
119477	HAUGLAND, STACEY	Central Pk 6/18/22 DEP REFUND	PV	113898	001	00999	6/21/2022	062122	100.00
	STACEY HAUGLAND 17451 DRISCOLL STREET NW RAMSEY MN 55303			Summary Total					100.00
				Payment Amount					100.00
117332	HEARTLAND TIRE INC		PV	114057	001	00999	6/27/2022	9028089	152.91
	HEARTLAND TIRE INC 7151 RIVERDALE DRIVE NW RAMSEY MN 55303			Summary Total					152.91
				Payment Amount					152.91
115760	HENRY SCHEIN INC		PV	113969	001	00999	6/8/2022	21588655	55.26
	HENRY SCHEIN INC			Summary Total					55.26
	DEPT CH 10241		PD	113973	001	00999	6/30/2022	21653842	119.70-
	PALATINE IL 60055-0241			Summary Total					119.70-
			PV	113975	001	00999	6/10/2022	21136021	72.12
				Summary Total					72.12
			PV	113976	001	00999	6/13/2022	21750721	46.68
				Summary Total					46.68
			PV	114015	001	00999	6/23/2022	22211309	1.24
				Summary Total					1.24
				Payment Amount					55.60
112160	HOLIDAY COMPANIES	PD Washes June 22	PV	114038	001	00999	7/1/2022	046801072200	195.50

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	3439		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2022		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	HOLIDAY COMPANIES 4567 AMERICAN BLVD W BLOOMINGTON MN 55437			Summary Total					195.50
				Payment Amount					195.50
119481	JOHNSON, CURTIS	WATER EFFICIENCY PROGRAM	PV	113968	001	00999	6/24/2022	062422	159.00
	CURTIS JOHNSON 14087 DYSPROSIUM STREET NW RAMSEY MN 55303			Summary Total					159.00
				Payment Amount					159.00
119479	JONES, WILLIE	WATER EFFICIENCY REBATE	PV	113967	001	00999	6/23/2022	062322	199.99
	WILLIE JONES 6081 144TH LANE NW RAMSEY MN 55303			Summary Total					199.99
				Payment Amount					199.99
119504	KLOCKER, JON	WATER EFFICIENCY PROGRAM	PV	114042	001	00999	6/30/2022	063022	200.00
	JON KLOCKER 15621 YAKIMA COURT NW RAMSEY MN 55303			Summary Total					200.00
				Payment Amount					200.00
100256	LANO EQUIPMENT INC		PV	113908	001	00999	6/17/2022	02-919337	450.00
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW			Summary Total					450.00
			PV	113909	001	00999	6/18/2022	02-919614	350.00
	ANOKA MN 55303			Summary Total					350.00
			PV	113910	001	00999	6/18/2022	02-919611	225.00
				Summary Total					225.00
				Payment Amount					1,025.00
118472	LENHART, KEVIN	7/28/22 CONCERT PERFORMANCE	PV	113988	001	00999	6/29/2022	062922	1,530.00
	KEVIN LENHART 5301 PINEWOOD TRAIL EDINA MN 55436			Summary Total					1,530.00
				Payment Amount					

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CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	3439		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2022		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
									1,530.00
103165	LHB, INC		PV	114008	001	00999	6/22/2022	220640.00-1	4,205.50
	LHB, INC 21 WEST SUPERIOR ST SUITE 500 DULUTH MN 55802			Summary Total					4,205.50
				Payment Amount					4,205.50
117425	MAUER MAIN CHEVROLET		PV	113982	001	00999	6/20/2022	5010797	7.33
	MAUER MAIN CHEVROLET 435 WEST MAIN STREET ANOKA MN 55303			Summary Total					7.33
				Payment Amount					7.33
108208	METRO PRODUCTS INC		PV	114055	001	00999	6/22/2022	167572	138.54
	METRO PRODUCTS INC 7401 CENTRAL AVENUE NE FRIDLEY MN 55432			Summary Total					138.54
				Payment Amount					138.54
100293	MIDC ENTERPRISES		PV	113978	001	00999	6/15/2022	I0048641	931.49
	MIDC ENTERPRISES 1450 WEST COUNTY ROAD C			Summary Total					931.49
			PV	113980	001	00999	6/16/2022	I0048664	445.00
	ROSEVILLE MN 55113			Summary Total					445.00
				Payment Amount					1,376.49
104920	MINNESOTA HIGHWAY SAFETY RESEARCH CNTR	Driving School	PV	114006	001	00999	6/22/2022	337900-9397	650.00
	MINNESOTA HIGHWAY SAFETY RESEARCH CNTR 720 FOURTH AVENUE SOUTH ST CLOUD MN 56301-4498			Summary Total					650.00
				Payment Amount					650.00
118388	MITCHELL 1	ACCT 1067454	PV	113993	001	00999	6/20/2022	IB27747146	80.00
	MITCHELL 1 25029 NETWORK PLACE CHICAGO IL 60673-1250			Summary Total					80.00
				Payment Amount					80.00

Payment Group Control Number	3439		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2022		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100345	NAPA AUTO PARTS ELK RIVER		PV	113911	001	00999	6/17/2022	165993	54.12
	NAPA AUTO PARTS ELK RIVER			Summary Total					54.12
	17137 YALE STREET NW		PV	113912	001	00999	6/21/2022	166456	114.38
	P O BOX 1041			Summary Total					114.38
	ELK RIVER MN 55330		PV	113913	001	00999	6/22/2022	166594	86.93
				Summary Total					86.93
			PV	113914	001	00999	6/20/2022	166319	11.09
				Summary Total					11.09
				Payment Amount					266.52
117381	NORTH METRO ANIMAL CARE AND CONTROL	Boarding services for one dog	PV	114032	001	00999	6/30/2022	1107	114.00
	NORTH METRO ANIMAL CARE AND CONTROL			Summary Total					114.00
	1662 164TH LANE NW								
	ANDOVER MN 55304			Payment Amount					114.00
119197	NYSTUEN, SARA	7/21/22 CONCERT PERFORMANCE	PV	113990	001	00999	6/29/2022	062922	1,020.00
	SARA NYSTUEN			Summary Total					1,020.00
	11743 LONDON STREET NE								
	BLAINE MN 55449			Payment Amount					1,020.00
119480	ODP BUSINESS SOLUTIONS, LLC	ACCT 84033350	PV	113970	001	00999	6/9/2022	242626912001	61.95
	ODP BUSINESS SOLUTIONS, LLC			Summary Total					61.95
	PO BOX 88040								
	CHICAGO IL 60680-1040			Payment Amount					61.95
119493	ROEDER, JONATHAN	WATER EFFICIENCY REBATE	PV	114041	001	00999	6/28/2022	062822	187.99
	JONATHAN ROEDER			Summary Total					187.99
	14670 ARGON STREET NW								
	RAMSEY MN 55303			Payment Amount					187.99

Payment Group Control Number	3439		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	Check Payment		
Pay Through Date	12/31/2022		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
111128	SHERBURNE COUNTY SHERIFFS OFFICE	RANGE USE	PV	113894	001	00999	6/21/2022	0202206-RPD	60.00
	SHERBURNE COUNTY SHERIFFS OFFICE 13880 BUSINESS CENTER DRIVE NW ELK RIVER MN 55330				Summary Total				60.00
					Payment Amount				60.00
114151	TASC (FEES)	TASC ID 4106-0579-1547	PV	113984	001	00999	6/21/2022	IN2426801	135.50
	TASC				Summary Total				135.50
	CLIENT INVOICES	TASC ID 4106-0579-1547	PV	113995	001	00999	6/20/2022	IN2426777	235.25
	P O BOX 88278 MILWAUKEE WI 53288-0001				Summary Total				235.25
					Payment Amount				370.75
117955	THIEL, SEAN	WATER EFFICIENCY REBATE	PV	114046	001	00999	6/30/2022	06.30.22F	200.00
	SEAN THIEL 14560 HELIUM COURT NW RAMSEY MN 55303				Summary Total				200.00
					Payment Amount				200.00
111542	WARD, JAY	WATER EFFICIENCY REBATE	PV	114044	001	00999	6/30/2022	06/30/22D	199.00
	JAY WARD				Summary Total				199.00
	6521 153RD WAY NW	WATER REBATE PROGRAM	PV	114045	001	00999	6/30/2022	063022E	200.00
	RAMSEY MN 55303				Summary Total				200.00
					Payment Amount				399.00
					Total Amount to be Processed				24,262.35
					Total Number of Payments to be Processed				39

Payment Group Control Number	3440		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2022		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100011	ACE SALES		PV	113891	001	00999	6/17/2022	2970	2,917.00
	ACE SALES 17555 UNICORN STREET NW RAMSEY MN 55303			Summary Total					2,917.00
				Payment Amount					2,917.00
110402	ADVANCE AUTO PARTS	JUNE 2022 PURCHASES	PV	114063	001	09101	6/30/2022	06302022	925.23
	ADVANCE AUTO PARTS	JUNE 2022 PURCHASES	PV	114063	002	09101	6/30/2022	06302022	242.27
	AAP FINANCIAL SERVICES P O BOX 742063 ATLANTA GA 30374-2063			Summary Total					1,167.50
				Payment Amount					1,167.50
115149	ADVANCED FIRST AID INC		PV	113896	001	00999	6/21/2022	0622-384	169.00
	ADVANCED FIRST AID INC 9724 VALE STREET NW MINNEAPOLIS MN 55433			Summary Total					169.00
				Payment Amount					169.00
117343	AMAZON CAPITAL SERVICES INC	ACCT A3VYUQ4FSATYMN	PV	113903	001	00999	6/27/2022	14PL-7QLG-WLWF	247.32
	AMAZON CAPITAL SERVICES INC			Summary Total					247.32
	PO BOX 035184	ACCT A3VYUQ4FSATYMN	PV	114027	001	00999	6/27/2022	16T3-LPG4-VTWD	16.48
	SEATTLE WA 98124-5184			Summary Total					16.48
				Payment Amount					263.80
109256	AMERICAN ENGINEERING TESTING INC	PROJECT CP 17-09	PV	114009	001	00999	6/22/2022	INV-075086	687.50
	AMERICAN ENGINEERING TESTING INC			Summary Total					687.50
	PO BOX 860678		PV	114014	001	00999	6/23/2022	INV-076701	3,127.50
	MINNEAPOLIS MN 55486			Summary Total					3,127.50
		ACCT CUS-021361	PV	114028	001	00999	6/27/2022	INV-076904	240.00
				Summary Total					240.00
				Payment Amount					4,055.00
107587	ANOKA COUNTY TREASURY DEPARTMENT	CUST 130878	PV	113998	001	00999	6/22/2022	B220621M	492.00
	ANOKA COUNTY TREASURY DEPARTMENT			Summary Total					492.00

Payment Group Control Number	3440		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2022		

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	2100 THIRD AVENUE ANOKA MN 55303								
				Payment Amount					492.00
101084	BATTERIES PLUS BULBS		PV	114048	001	00999	6/29/2022	P52810801	51.50
	BATTERIES PLUS BULBS 138 SOUTH DALE MABRY HWY TAMPA FL 33609			Summary Total					51.50
				Payment Amount					51.50
106346	BAUER BUILT INCORPORATED		PV	114058	001	00999	6/2/2022	940088394	4,767.15
	BAUER BUILT INCORPORATED 8270 W 35W SERVICE DR BLAINE MN 55449			Summary Total					4,767.15
				Payment Amount					4,767.15
100647	BOLTON AND MENK INC	PROJECT 0R1.125908	PV	113992	001	00999	6/16/2022	0291197	12,846.50
	BOLTON AND MENK INC			Summary Total					12,846.50
	1960 PREMIER DRIVE	PROJECT 0R1.127157	PV	114000	001	00999	6/16/2022	0291194	330.00
	MANKATO MN 56001-5900			Summary Total					330.00
		PROJECT 0R1.127005	PV	114001	001	00999	6/16/2022	0291198	5,570.00
				Summary Total					5,570.00
		PROJECT 0R.125907	PV	114002	001	00999	6/16/2022	0291202	14,767.20
				Summary Total					14,767.20
		PROJECT 0R.127237	PV	114003	001	00999	6/16/2022	0291193	1,533.00
				Summary Total					1,533.00
		0R1.127172	PV	114004	001	00999	6/16/2022	0291192	3,305.00
				Summary Total					3,305.00
		PROJECT 0R1.126299	PV	114059	001	00999	6/16/2022	0291203	2,520.00
				Summary Total					2,520.00
				Payment Amount					40,871.70
103641	BOYER TRUCKS		PV	113905	001	00999	6/21/2022	003P23107	7.33
	BOYER TRUCKS			Summary Total					7.33
	P O BOX 512		PV	114056	001	00999	7/1/2022	003P22355	280.82
	ST MICHAEL MN 55376			Summary Total					280.82
				Payment Amount					288.15

Payment Group Control Number	3440		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2022		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
103975	BROZAK, LUANN	L Brozak 06/22 July/Aug RR	PV	114012	001	00999	6/23/2022	1018	6,288.00
	LUANN BROZAK 18790 GARNET STREET NW ANOKA MN 55303						Summary Total		6,288.00
							Payment Amount		6,288.00
118550	CBIZ INVESTMENT ADVISORY SERVICES LLC	FA-54521	PV	113889	001	00999	3/31/2022	15285	48.06
	CBIZ INVESTMENT ADVISORY SERVICES LLC P O BOX 645547 CINCINNATI OH 45264-5547						Summary Total		48.06
							Payment Amount		48.06
116197	CINTAS CORPORATION	PAYER# 12455017	PV	114016	001	00999	6/24/2022	4123410965	42.70
	CINTAS CORPORATION CINTAS LOC #4K P O BOX 650838 DALLAS TX 75265-0838						Summary Total		42.70
							Payment Amount		42.70
115896	CIVICPLUS INC		PV	114047	001	00999	6/28/2022	#230439	2,500.00
	CIVIC PLUS P O BOX 1572 MANHATTAN KS 66505						Summary Total		2,500.00
							Payment Amount		2,500.00
100134	CUTTER SALES INC		PV	114019	001	00999	6/24/2022	158472	151.49
	CUTTER SALES INC 8844 ZEALAND AVENUE NORTH BROOKLYN PARK MN 55445						Summary Total		151.49
							Payment Amount		151.49
113306	DEFINITIVE TECHNOLOGY SOLUTIONS INC		PV	113997	001	00999	6/22/2022	INV238424	370.25
	DEFINITIVE TECHNOLOGY SOLUTIONS INC 9401 JAMES AVENUE SOUTH SUITE 162						Summary Total		370.25

Payment Group Control Number 3440
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator TOAKES
Payment Instrument T A/P ACH Payment
Pay Through Date 12/31/2022

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	BLOOMINGTON MN 55431-2549								
				Payment Amount					370.25
100144	DEHN OIL COMPANY		PV	113906	001	00999	6/22/2022	25193558	271.70
	DEHN OIL COMPANY			Summary Total					271.70
	6735 141ST AVENUE NW		PV	114054	001	00999	6/24/2022	90681	3,228.75
	RAMSEY MN 55303			Summary Total					3,228.75
				Payment Amount					3,500.45
100158	ECM PUBLISHERS INC	ACCT 370702	PV	113890	001	00999	6/10/2022	897008	91.38
	ECM PUBLISHERS INC			Summary Total					91.38
	4095 COON RAPIDS BLVD	ACCT 370702	PV	113974	001	00999	6/10/2022	897007	102.13
	COON RAPIDS MN 55433			Summary Total					102.13
		ACCT 370702	PV	114020	001	00999	6/24/2022	899093	43.00
				Summary Total					43.00
				Payment Amount					236.51
113651	ELECTRO WATCHMAN INC		PV	114029	001	00999	6/28/2022	387782	637.25
	ELECTRO WATCHMAN INC			Summary Total					637.25
	ONE W WATER STREET SUITE 110								
	ST PAUL MN 55107								
				Payment Amount					637.25
108737	EMERGENCY AUTOMOTIVE TECHNOLOGY INC		PV	113895	001	00999	6/20/2022	DL061622-20	484.25
	EMERGENCY AUTOMOTIVE TECHNOLOGY INC			Summary Total					484.25
	2755 GENEVA AVE N								
	OAKDALE MN 55128								
				Payment Amount					484.25
100186	FRANKENSIGNS INC		PV	114037	001	00999	6/24/2022	278970	95.00
	FRANKENSIGNS			Summary Total					95.00
	9991 GOODHUE STREET NE								
	P O BOX 490301								
	BLAINE MN 55449								
				Payment Amount					95.00
100211	HAWKINS INC		PV	113899	001	00999	6/20/2022	6217808	10,554.35

Payment Group Control Number	3440		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2022		

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	HAWKINS INC P O BOX 860263 MINNEAPOLIS MN 55486-0263			Summary Total					10,554.35
				Payment Amount					10,554.35
112475	INNOVATIVE OFFICE SOLUTIONS	S27569	PD	113971	001	00999	7/13/2022	SCN-114427	19.80-
	INNOVATIVE OFFICE SOLUTIONS			Summary Total					19.80-
	LOCKBOX 131434	CUST S27569	PV	113991	001	00999	6/23/2022	CIN108427	443.30
	P O BOX 1414			Summary Total					443.30
	MINNEAPOLIS MN 55480-1414	S27569	PV	114035	001	00999	7/1/2022	IN3848145	59.72
				Summary Total					59.72
				Payment Amount					483.22
100284	MENARDS ELK RIVER	acct 31250289	PV	113904	001	00999	6/13/2022	54432	167.74
	MENARDS ELK RIVER			Summary Total					167.74
	19521 EVANS STREET NW		PV	113977	001	00999	6/14/2022	54550	89.46
	ELK RIVER MN 55330-1077			Summary Total					89.46
		acct 31250289	PV	113996	001	00999	6/21/2022	55000	162.77
				Summary Total					162.77
		acct 31250289	PV	114007	001	00999	6/22/2022	55060	138.77
				Summary Total					138.77
				Payment Amount					558.74
115167	NET TRANSCRIPTS INC	3 Case Transcriptions	PV	113979	001	00999	6/15/2022	#NT11256	175.84
	NET TRANSCRIPTS INC PO BOX 95777 CHICAGO IL 60694-5777			Summary Total					175.84
				Payment Amount					175.84
100363	NORTHERN SANITARY SUPPLY CO		PV	113902	001	00999	6/24/2022	204649	746.74
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433			Summary Total					746.74
				Payment Amount					746.74

Payment Group Control Number	3440		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2022		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
115071	NORTHLAND OCCUPATIONAL HEALTH		PV	114005	001	00999	6/22/2022	15089	480.00
	NORTHLAND OCCUPATIONAL HEALTH			Summary Total					480.00
	7533 SUNWOOD DRIVE NW SUITE 212		PV	114011	001	00999	6/23/2022	15104	50.00
	RAMSEY MN 55303			Summary Total					50.00
				Payment Amount					530.00
110547	NORTHWEST LIGHTING SYSTEMS CO.		PV	114036	001	00999	6/13/2022	125368	357.00
	NORTHWEST LIGHTING SYSTEMS CO.			Summary Total					357.00
	736 CRAIG AVENUE								
	TRACY MN 56175			Payment Amount					357.00
114134	PHASOR ELECTRIC COMPANY		PV	113907	001	00999	6/23/2022	049030	415.00
	PHASOR ELECTRIC COMPANY			Summary Total					415.00
	2160 108TH LANE NE								
	BLAINE MN 55449			Payment Amount					415.00
113444	PRECISE		PV	114025	001	00999	6/27/2022	200-1037530	750.00
	PRECISE			Summary Total					750.00
	501 EAST CLIFF ROAD SUITE 100								
	BURNSVILLE MN 55337			Payment Amount					750.00
107978	PREMIER COMMERCIAL PROPERTIES INC	6781 Hwy 10 Prop Mgmt	PV	114060	001	00999	6/30/2022	8284	600.00
	PREMIER COMMERCIAL PROPERTIES INC			Summary Total					600.00
	299 COON RAPIDS BLVD NW #200	6781 Hwy 10 Prop Mgmt	PV	114061	001	00999	5/31/2022	8232	600.00
	COON RAPIDS MN 55433			Summary Total					600.00
				Payment Amount					1,200.00
112545	SHI		PV	114022	001	00999	6/27/2022	B15445720	7,476.00
	SHI INTERNATIONAL CORP.			Summary Total					7,476.00
	P O BOX 952121								

CITY OF RAMSEY
Create Payment Control Groups

Payment Group Control Number	3440		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	TOAKES		
Payment Instrument	T	A/P ACH Payment	
Pay Through Date	12/31/2022		

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	DALLAS TX 75395-2121								
				Payment Amount					7,476.00
100485	TIMESAVER OFF SITE SECRETARIAL INC		PV	114034	001	00999	7/1/2022	M27437	1,310.26
	TIMESAVER OFF SITE SECRETARIAL INC 21021 KAROLINE COURT N FOREST LAKE MN 55025								
				Summary Total					1,310.26
				Payment Amount					1,310.26
				Total Amount to be Processed					93,953.91
				Total Number of Payments to be Processed					33

Accounts Payable!
Checks $24,262.35
ACH 93,953.91
$118,216.26

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Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #22-159

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF JUNE 23, 2022, THROUGH JULY 6, 2022

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of June 23, 2022, through July 6, 2022, in the amount of $755,256.83 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 June 23, 2022, through July 6, 2022, in the amount of $755,256.83.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of July, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **5. 7.**

Meeting Date: 07/12/2022

By: Katie Schmidt, Administrative Services

Information

Title

Adopt Resolution #22-143 Appointing Election Judges for the Primary Election on August 9, 2022

Purpose/Background:

For each Election, Council is asked to formally appoint election judges to work the polling locations. A resolution is attached appointing election judges to serve for the Primary Election scheduled for August 9, 2022.

Minnesota State Statute 204B.22 is attached. The statute references the number of election judges that are required under the law. In this case, the minimum number of judges required is four per polling location. Ramsey will have all nine polling locations open for the election. Staff's recommendation at this time is to secure approximately sixty-nine election judges. Due to the fluidity of election judges' availability, there will very likely be changes that occur with regard to judges that are actually assigned to work the election. Staff requests the Council authorize staff to train and hire additional election judges not named here, should the need arise.

Note: The last day to appoint election judges is Friday, July 15, 2022.

Funding Source:

Monies have been budgeted in the General Fund under Elections for Election expenses and Election Judge pay.

Recommendation:

Staff recommends Council adopt the Resolution appointing Election Judges for the 2022 Primary Election.

Action:

Motion to adopt Resolution #22-143 Appointing Election Judges for the Primary Election on August 9, 2022.

Attachments

Resolution #22-143

Statute 204B.22

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	07/07/2022 10:25 AM
Form Started By: Katie Schmidt		Started On: 06/29/2022 12:51 PM
Final Approval Date: 07/07/2022		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #22-143

RESOLUTION APPOINTING ELECTION JUDGES FOR THE PRIMARY ELECTION ON AUGUST 9, 2022

WHEREAS, the City of Ramsey will be conducting a Primary Election on Tuesday, August 9, 2022; and

WHEREAS, pursuant to Minnesota Statutes Section 204B.21, election judges for precincts in a municipality must be appointed by the governing body of that municipality; and

WHEREAS, the hourly rate of pay will be $10.33 for election judge trainees, $10.33 for regular election judges and $11.33 for head judges; and

WHEREAS, when necessary, regular City staff working as judges on election day will be paid their normal hourly wage.

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

1) That the following individuals be appointed to serve as election judges for the Primary Election to be held on August 9, 2022:

   Linda Anderson, Beth Asfahl, David Baack, Mark Barrett, Angela Bizal, Janet Cameron, Peggy Chapman, PaulaJean Chicoine, Roger Clem, Sabrina Cooper, Katherine Dague, Terri Dlouhy, Tim Dusbabek, Patricia Dusbabek, Elizabeth Edwards, Todd Embury, Susan Fox, John Freeburg, Colleen Graber, Ashley Handberg, Deb Hanson, Gena Hatton, Brian Heigl, Andrea Hillebregt, Peggy Howe, Lana Howell, Douglas Johnson, Diana Johnson, Mariann Johnson, Mary Ann Kellner, Louise Kvick, James Lahr, Sheila Lemke, Cyndi Lemmon, Justin Loss, Mary Ann Madzey, Jean Max, David May, Kelly Moore, Nancy Nelson, David Newton, Judith Olson, Ione Olson, Diana Pennington, Marilyn Potter, Alfred Resler, Alicia Reynolds-Minear, Freddie Riedel, Sharon Schmalzer, Mary Thesing and Shaen Treptow.

2) That the following individuals be appointed to serve as head judges for the Primary Election to be held on August 9, 2022:

   Bruce Anderson, Jerilyn Bates, Billie Jo Bishop, Sandra Conlon, Sarah Cooper, Beverly Dehn, Kevin Efram, Timothy Graber, Vicki Hermann, A.C. (Del) Howe III, Tom Hoxter, Deb Koepsell, Patricia McGrath, Makayla Miller, Stephen Rothstein, Derek Scheuermann, Brandon Sis and Jill Winger.

3) That Council authorize staff to train and hire additional election judges not named here should the need arise.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of July 2022.

_____
Mayor

ATTEST:

_____
City Clerk

204B.22 ELECTION JUDGES; NUMBER REQUIRED.

Subdivision 1. **Minimum number required.** (a) A minimum of four election judges shall be appointed for each precinct in the state general election, provided that a minimum of three election judges shall be appointed for each precinct with fewer than 500 registered voters as of 14 weeks before the state primary. In all other elections, a minimum of three election judges shall be appointed for each precinct. In a combined polling place under section 204B.14, subdivision 2, at least one judge must be appointed from each municipality in the combined polling place, provided that not less than three judges shall be appointed for each combined polling place. The appointing authorities may appoint election judges for any precinct in addition to the number required by this subdivision including additional election judges to count ballots after voting has ended.

(b) An election judge may serve for all or part of election day, at the discretion of the appointing authority, as long as the minimum number of judges required is always present. The head election judge designated under section 204B.20 must serve for all of election day and be present in the polling place unless another election judge has been designated by the head election judge to perform the functions of the head election judge during any absence.

Subd. 2. [Repealed, 2013 c 131 art 2 s 85]

Subd. 3. [Repealed, 2010 c 201 s 82]

Subd. 4. **Election judge trainees not counted toward minimum number of election judges.** The presence or participation of election judge trainees must not be counted toward satisfying any of the required numbers of election judges in this chapter.

History: *1981 c 29 art 4 s 22; 1986 c 362 s 3; 1987 c 212 s 6; 1994 c 607 s 5; 1997 c 147 s 31; 1Sp2001 c 10 art 18 s 21,22; 2004 c 293 art 2 s 21; 2010 c 201 s 26,27; 2013 c 131 art 2 s 23*

CC Regular Session **5. 8.**

Meeting Date: 07/12/2022

By: Bruce Westby, Engineering/Public Works

Information

Title

Adopt Resolution #22-153 Approving Easement Agreement with PSD, LLC for Riverdale Drive Extension, Llama Street to Bowers Drive, Improvement Project #20-05

Purpose/Background:

Purpose:
A perpetual drainage and utility easement is needed over, under and across property owned by PSD, LLC to construct the proposed trunk watermain loop between Riverdale Drive and Bunker Lake Boulevard as part of Improvement Project #20-05.

Background:
Riverdale Drive is proposed to be extended from Llama Street to Bowers Drive this Fall under Improvement Project #20-05. This project also proposes to construct a trunk watermain loop between Riverdale Drive and Bunker Lake Boulevard, which requires crossings under Highway 10 and the Burlington Northern Sante Fe (BNSF) Railway. A permit for the BNSF Railway crossing has been obtained and is attached for reference, and plans have been approved by the Minnesota Department of Transportation (MnDOT).

Upon Council approval of the attached perpetual drainage and utility (D&U) easement agreement, the City can construct the proposed trunk watermain loop and have perpetual access to maintain the trunk watermain within the D&U easement.

Attached is a copy of the executed perpetual drainage and utility easement agreement with PSD, LLC. Exhibit A of the attached agreement includes a graphical representation of the D&U easement area.

Upon receiving City Council approval, the easement agreement will be recorded with Anoka County, and PSD, LLC will be provided with a copy of the recorded agreement.

Notification:
Notifications are not required for this case.

Funding Source:
As required by the easement agreement, a sum of $1.00 will be paid to PSD, LLC from the water utility fund.

Recommendation:
Staff recommends adopting Resolution #22-153.

Action:
Adopt Resolution #22-153 Approving a Perpetual Drainage and Utility Easement Agreement with PSD, LLC for Riverdale Drive Extension, Llama Street to Bowers Drive, Improvement Project #20-05.

Attachments

ACTION: Resolution 22-153

PSD, LLC D&U Easement Agreement

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	07/07/2022 10:24 AM
Form Started By: Bruce Westby		Started On: 06/29/2022 06:46 AM
Final Approval Date: 07/07/2022		

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

RESOLUTION #22-153

RESOLUTION APPROVING PERPETUAL DRAINAGE AND UTILITY EASEMENT AGREEMENT WITH PSD, LLC FOR RIVERDALE DRIVE EXTENSION, LLAMA STREET TO BOWERS DRIVE, IMPROPVEMENT PROJECT #20-05

WHEREAS, to construct the trunk watermain loop between Riverdale Drive and Bunker Lake Boulevard as proposed with Improvement Project #20-05, the City must acquire a perpetual drainage and utility easement over, under and across that part of the east 15.00 feet of the west 65.00 feet of OUTLOT A, BUNKER LAKE INDUSTRIAL PARK THIRD ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, except the North 10.00 feet and southwesterly 10.00 feet of said OUTLOT A, all measured at right angles to the north, west and southwesterly lines of said OUTLOT A; and

WHEREAS, PSD, LLC executed said perpetual drainage and utility easement agreement on June 27, 2022; and

WHEREAS, upon City Council approval, said easement agreement will be recorded with Anoka County.

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 perpetual drainage and utility easement agreement executed by PSD, LLC on June 27, 2022, and authorizes the City Engineer to record the easement agreement with Anoka County.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of July, 2022.

Mayor

ATTEST:

City Clerk

DRAINAGE AND UTILITY EASEMENT AGREEMENT

PSD, LLC., a limited liability company under the laws of the State of Minnesota, "LANDOWNER," hereby grants, sells, and conveys in consideration of One Dollar to the **CITY OF RAMSEY, a Minnesota municipal corporation, "CITY",** a perpetual easement for the drainage and utility purpose as described in paragraph 1 below, in, over and upon the real property described as follows:

See attached **Exhibit A** for legal description and diagram (the "Easement Area")

EXEMPT FROM STATE DEED TAX

1. **Easement Purposes.** The perpetual Easement Area shall be used for purposes of a perpetual easement for the drainage and utility purposes in, over, under and across the east 15.00 feet of the west 65.00 feet of OUTLOT A, BUNKER LAKE INDUSTRIAL PARK THIRD ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, except the North 10.00 feet and southwesterly 10.00 feet of said OUTLOT A, all measured at right angles to the north, west and southwesterly lines of said OUTLOT A.

2. **Hazardous Substances**. **The CITY** shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and 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 related to the Easement Area or adjacent property prior to the date hereof.

3. **Liability and Indemnification.** To the extent allowed by law, the **CITY** hereby agrees to indemnify and save the **LANDOWNER** harmless from and against any and all suites, demands, liabilities, costs and other expenses, including reasonable attorney's fees, incurred in connection with or arising out of the use of the Easement Area by the **CITY,** it's contractors and agents, or the general public, for the purposes granted herein, excluding, however, from such indemnity any loss resulting from acts of **LANDOWNER**.

4. **NO Waiver of Governmental Immunity**. Nothing contained here in shall be deemed a waiver by the **CITY** of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by **LANDOWNER**, its successors or assigns, shall be subject to any governmental immunity defenses of the **CITY** and the maximum liability limits provided in Minnesota Statute Chapter 466.

5. **Disposal of Excavated Material**. The right is hereby granted to the **CITY** to remove and otherwise dispose of all earth or other material excavated from the Easement Area as the **CITY** may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement Area.

6. **Granting Clause**. **LANDOWNER** covenants that it is the fee owner of the Easement Area and has the right, title, and capacity to grant the Easement for the purposes described herein.

IN WITNESS WHEREOF the **LANDOWNER** has caused this **EASEMENT** Agreement to be executed on this the 27th day of JUNE, 2022.

PSD, LLC.

By: _____

It's: COO

This Instrument Drafted By:

City of Ramsey
7750 Sunwood Drive NW
Ramsey, MN 55303
Ph. (763) 427-1410

THIS INSTRUMENT WAS REVIEWED BY:

HKB LAW, P.A.
Frederic W. Knaak, Attorney
4501 Allendale Drive
St. Paul, MN 55127
Ph. (612) 490-9078

STATE OF MINNESOTA)

) SS

COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on this the 27th day of June, 2022, by Joan M. Klein ,its _____ for PSD LLC, a limited liability company under the laws of the State of Minnesota, on behalf of the limited liability company.

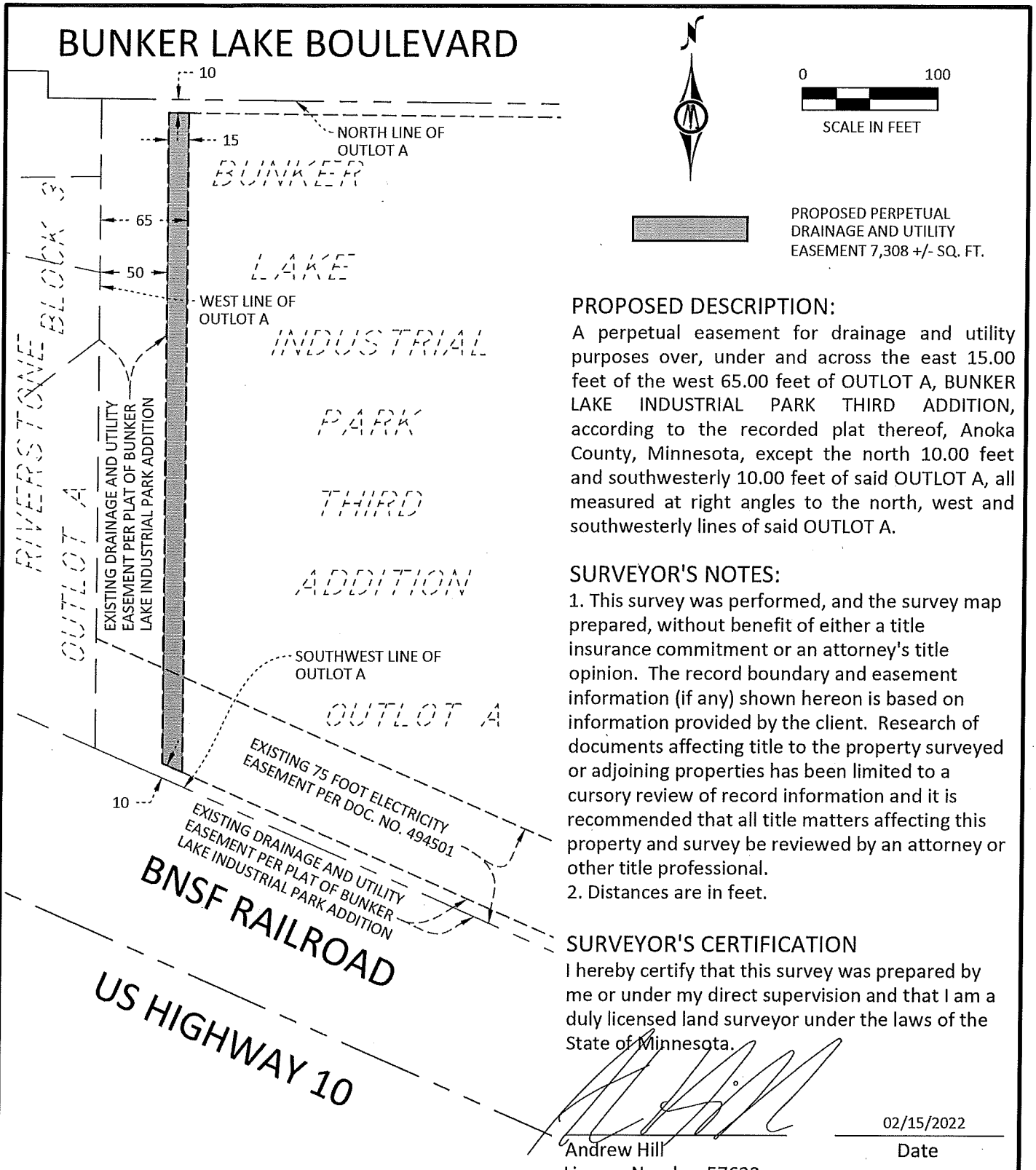
Joan M. Klein

Notary Public

NOTARIAL STAMP or SEAL (OR OTHER TITLE OR RANK)

JOAN MARIE KLEIN
Notary Public
Minnesota
My Commission Expires January 31, 2026

Exhibit A



PROPOSED DESCRIPTION:

A perpetual easement for drainage and utility purposes over, under and across the east 15.00 feet of the west 65.00 feet of OUTLOT A, BUNKER LAKE INDUSTRIAL PARK THIRD ADDITION, according to the recorded plat thereof, Anoka County, Minnesota, except the north 10.00 feet and southwesterly 10.00 feet of said OUTLOT A, all measured at right angles to the north, west and southwesterly lines of said OUTLOT A.

SURVEYOR'S NOTES:

1. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.
2. Distances are in feet.

SURVEYOR'S CERTIFICATION

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.

Andrew Hill
License Number 57632

02/15/2022
Date

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EASEMENT EXHIBIT
BUNKER LAKE BLVD, CITY OF RAMSEY, MINNESOTA

BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
(763) 433-2851

OUTLOT A
BUNKER LAKE INDUSTRIAL PARK THIRD ADDITION
ANOKA COUNTY, MINNESOTA

FOR: CITY OF RAMSEY

JOB NUMBER: 0R1.125907 FIELD BOOK: DRAWN BY: FRD

H:\RAMS\0R1125907\CAD\C3D\125907 V PROP 3.dwg 2/15/2022 8:00 AM

R25-T32-S29-21

CC Regular Session **5. 9.**

Meeting Date: 07/12/2022

By: Katie Schmidt, Administrative Services

Information

Title

Adopt Resolution #22-154 Appointing a Replacement Councilmember Liaison to the Parks and Recreation Commission

Purpose/Background:

Councilmember Ryan Heineman currently serves as the liaison to the Parks and Recreation Commission. Due to Councilmember Heineman's attendance capabilities for the remainder of 2022, appointing a replacement liaison was recommended. The City Council discussed this matter at a recent meeting and decided, by consensus, to appoint Councilmember Debra Musgrove as a replacement liaison to the Parks and Recreation Commission, and to appoint Councilmember Chris Riley as the alternate, effective immediately, through December 31, 2022.

Funding Source:

Not Applicable.

Recommendation:

To appoint Councilmember Debra Musgrove as liaison to the Parks and Recreation Commission, and to appoint Councilmember Chris Riley as the alternate, effective immediately, through December 31, 2022.

Action:

Motion to adopt resolution #22-154 to appoint Councilmember Debra Musgrove as liaison to the Parks and Recreation Commission, and to appoint Councilmember Chris Riley as the alternate, effectively immediately, through December 31, 2022.

Attachments

Resolution #22-154

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	07/07/2022 10:25 AM
Form Started By: Katie Schmidt		Started On: 06/30/2022 12:30 PM
Final Approval Date: 07/07/2022		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #22-154

RESOLUTION APPOINTING A REPLACEMENT COUNCILMEMBER LIAISON TO THE PARKS AND RECREATION COMMISSION

WHEREAS, Councilmember Ryan Heineman is currently serving as the liaison to the Park and Recreation Commission; and

WHEREAS, Councilmember Heineman's attendance capabilities have changed for the remainder of 2022; and

WHEREAS, Councilmember Debra Musgrove was selected, by City Council consensus, to serve in Councilmember Heineman's place through December 31, 2022; and

WHEREAS, Councilmember Chris Riley was selected, by City Council consensus, to serve as the alternate if Councilmember Debra Musgrove is not available.

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

1) Motion to adopt resolution #22-154 to appoint Councilmember Debra Musgrove as Liaison to the Parks and Recreation Commission, and to appoint Councilmember Chris Riley as the alternate, effectively immediately, through December 31, 2022.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of July, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **5. 10.**

Meeting Date: 07/12/2022

By: Bruce Westby, Engineering/Public Works

Information

Title

Adopt Resolution #22-158 Approving Cooperative Construction Agreement #1050030 for Improvement Project #20-05, Riverdale Drive Extension, Llama Street to Bowers Drive

Purpose/Background:

Purpose:

Adopt Resolution #22-158 approving Cooperative Construction Agreement #1050030 for Improvement Project #20-05, Riverdale Drive Extension, Llama Street to Bowers Drive.

Background:

Improvement Project #20-05 proposes to extend street and trail improvements between Bowers Drive and Llama Street and to reconstruct the segment of Riverdale Drive between Llama Street and the new segment of Riverdale Drive constructed with the Armstrong Boulevard and Highway 10 interchange. The project also proposes to extend trunk watermain improvements between Riverdale Drive and Bunker Lake Boulevard.

The extension of Riverdale Drive between Llama Street and Bowers Drive is needed to support development in the area. In the Spring of 2022, Capstone Homes began construction on the first phase of Riverstone South, a 244-unit residential development east of Bowers Drive and south of U.S. Highway 10/169. Commercial development is also proposed in the area between U.S. Highway 10/169 and the proposed extension of Riverdale Drive.

On September 14, 2021, the Ramsey City Council adopted Resolution #21-267 accepting $612,000 in state fiscal year 2023 Local Partnership Program (LPP) grant funds from MnDOT. The purpose of the LPP grant program is to provide funds to assist local agencies in addressing problems on the Trunk Highway system that are of concern to local agencies but are typically not large-scale or critical enough that they are directly selected as projects in the regular MnDOT Road Program. Projects awarded LPP grant funds must:

- Provide a clear benefit to the Trunk Highway system and the local community
- Be developed and administered by the local agency
- Have preliminary design, final design, right-of-way and utility relocation costs (as appropriate) paid for by the Local Agency
- Be designed to MnDOT Trunk Highway standards
- Be let by June 30, 2023.

The City Council must approve Cooperative Construction Agreement #1050030 between MnDOT and the City of Ramsey to provide for payment by the State to the City of the State's share of the costs of the new frontage road, cable guardrail, and trunk highway access closure construction and other associated construction costs.

The City Engineer has reviewed Cooperative Construction Agreement #1050030 and has no objections to the conditions and/or terms.

The City Attorney has reviewed and approved Cooperative Construction Agreement #1050030 as to legal form.

Per Schedule "I" of CCA #1050030, MnDOT’s total cost share for Improvement Project #20-05 will be $735,103.68, of which $612,000 will be funded through the awarded 2023 LPP grant funds, and $123,103.68 of project costs will be reimbursed by MnDOT for the required Trunk Highway 10 cable barrier costs.

Cooperative Construction Agreements have been adopted for all other improvement projects utilizing LPP grant funds along Riverdale Drive and have worked well and not presented any issues for the City.

Recommendation:

Staff recommends adopting Resolution #22-158 approving Cooperative Construction Agreement #1050030.

Action:

Adopt Resolution #22-158 approving Cooperative Construction Agreement #1050030 for Improvement Project #20-05, Riverdale Drive Extension, Llama Street to Bowers Drive.

Attachments

Resolution 22-158

Draft CCA 1050030

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	07/07/2022 02:16 PM
Form Started By: Bruce Westby		Started On: 07/05/2022 08:44 AM
Final Approval Date: 07/07/2022		

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

RESOLUTION #22-158

RESOLUTION APPROVING COOPERATIVE CONSTRUCTION AGREEMENT #1050030 FOR IMPROVEMENT PROJECT #20-05, RIVERDALE DRIVE EXTENSION, LLAMA STREET TO BOWERS DRIVE

WHEREAS, existing Riverdale Drive between Sunfish Lake Boulevard and Armstrong Boulevard functions as the south frontage road to U.S. Highway 10/169; and

WHEREAS, the City of Ramsey proposes to extend Riverdale Drive between Llama Street and Bowers Drive to extend the south frontage road system south of U.S. Highway 10/169 to Bowers Drive; and

WHEREAS, pursuant to Ramsey City Council Resolution #21-267 adopted September 14, 2021, the City Council accepted the awarded amount of $612,000 in Local Partnership Program (LPP) funds to pay for a portion of Improvement Project #20-05; and

WHEREAS, to provide for payment by the State to the City of the State's share of the costs of the new frontage road, cable guardrail, and trunk highway access closure construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 10 from 490 feet west of Bowers Drive Northwest to 1,250 feet east of Bowers Drive Northwest and upon, along, and adjacent to Riverdale Drive from Bowers Drive Northwest to 1,200 feet east of Llama Street Northwest within the corporate City limits under State Project No. 0202-121.

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 to execute Cooperative Construction Agreement #1050030 with the State of Minnesota, Department of Transportation, as related to City Improvement Project #20-05, 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:

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 July, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF RAMSEY
COOPERATIVE CONSTRUCTION
AGREEMENT

State Project Number (SP): **0202-121**
Trunk Highway Number (TH): **10=003**
State Aid Project Number (SAP): **199-115-005**
City Project Number (CP): **20-05**

Original Amount Encumbered
$735,103.68

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Ramsey, acting through its City Council ("City").

Recitals

1. The City will perform grading, bituminous pavement, concrete curb and gutter, bituminous trail, and municipal utilities construction and other associated construction upon, along, and adjacent to Trunk Highway No. 10 from 490 feet west of Bowers Drive Northwest to 1,250 feet east of Bowers Drive Northwest and upon, along, and adjacent to Riverdale Drive from Bowers Drive Northwest to 1,200 feet east of Llama Street Northwest according to City-prepared plans, specifications, and special provisions designated by the City as State Aid Project No. 199-115-005 and by the State as State Project No. 0202-121 (TH 10=003) ("Project"); and
2. The City requests the State participate in the costs of the new frontage road, cable guardrail, and trunk highway access closure construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
3. Since a portion of the Project is on the National Highway System (NHS) Right-of-Way, the State will perform oversight engineering of that portion of the Project in connection with the construction as required by the Stewardship Plan between the Federal Highway Administration (FHWA) and the State, dated May 2015, to ensure that the Federal highway program is delivered consistent with applicable laws, regulations, and policies and any construction activity undertaken on or affecting the trunk highway system is designed and constructed in accordance with the laws and rules of the State of Minnesota and policies of the Department of Transportation; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

1.1. ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

1.3. ***Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 13. State Audits; 14. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure.

1.4. ***Plans, Specifications, and Special Provisions.*** State-Aid approved City plans, specifications, and special provisions designated by the City as State Aid Project No. 199-115-005 and by the State as State Project No. 0202-121 (TH 10=003) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").

1.5. ***Exhibits.*** Preliminary Schedule "I" is attached and incorporated into this Agreement.

2. Right-of-Way Use

2.1. ***Limited Right to Occupy.*** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the Project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.

2.2. ***State Access; Suspension of Work; Remedial Measures.*** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may notify and require the City (and its contractors and consultants) to suspend their operations until the City (and its contractors and consultants) take all necessary actions to rectify the situation to the satisfaction of the State. The State will have no liability to the City (or its contractors or consultants) for exercising or failing to exercise its rights under this provision.

2.3. ***Traffic Control; Worker Safety.*** While the City (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (*http://www.dot.state.mn.us/trafficeng/workzone/index.html*). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.

2.4. ***State Ownership of Improvements.*** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

DRAFT

2.5. ***Utility Relocation.*** The State authorizes the City to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600.

3. Contract Award and Construction

3.1. ***Bids and Award.*** The City will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.

3.2. ***Bid Documents Furnished by the City.*** The City will, within 7 days of opening bids for the construction contract, submit to the State's State Aid Agreements Engineer a copy of the low bid and an abstract of all bids together with the City's request for concurrence by the State in the award of the construction contract. The City will not award the construction contract until the State advises the City in writing of its concurrence.

3.3. ***Rejection of Bids.*** The City may reject, and the State may require the City to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the City will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

3.4. ***Contract Terms.*** The City's contract with its construction contractor(s) must include the following terms:

A. A clause making the State of Minnesota, acting through its Commissioner of Transportation, an intended third-party beneficiary of the contract with respect to the portion of work performed on the State's Right-of-Way; and

B. A clause requiring the State to be named as an additional insured on any insurance coverage which the contractor is required to provide; and

C. A clause stating that any warranties provided by the contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

3.5. ***Direction, Supervision, and Inspection of Construction.***

A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the State Aid Agreements Engineer at Roseville five days' notice of its intention to start the contract construction.

B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

3.6. ***Performance of Oversight Engineering.***

A. The State will perform oversight engineering on that portion of the Project involving construction on the State's Trunk Highway Right-of-Way as required by the FHWA Stewardship Agreement pertaining to work by local agencies on the NHS.

DRAFT

B. Oversight engineering will consist of the following items which impact the NHS:

i. Review, approve, and provide concurrence of all change orders that pertain to the work on the trunk highway Right-of-Way; and

ii. Review of documented inspection and materials testing; and

iii. Periodic construction inspections; and

iv. Review traffic control; and

v. Periodically attend weekly meetings; and

vi. Review contractor's schedules; and

vii. Review/approval of any closures of lanes on the trunk highway; and

viii. Any other oversight engineering duties required by the FHWA and/or the State.

3.7. ***Contaminated Soils and Groundwater within the State's Cost Participation Limits.***

A. ***24 Hour Notification.*** The City will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.

B. ***Immediate Notification.*** The City will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The City will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.

C. ***Environmental Consultant.*** The City will provide for an Environmental Consultant to be on site to observe and document the excavation, handling, and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the City to the State, the City hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The City will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

3.8. ***Completion of Construction.*** The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

3.9. ***Plan Changes.*** The State will not participate in the cost of any contract construction that is in addition to the State participation construction covered under this Agreement unless the following conditions have been met:

A. The necessary State funds have been encumbered.

B. All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the City and its contractor for State participation construction are approved in writing by the State District Engineer's authorized representative.

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3.10. ***Compliance with Laws, Ordinances, and Regulations.*** The City will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.

4. Right-of-Way; Easements; Permits

4.1. The City will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.

4.2. The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.

4.3. The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.

4.4. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Ramsey to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

4.5. ***Limited Use Permit No. 0202-0030.*** Limited Use Permit (LUP) No. 0202-0030 covers the City's liability responsibilities for the existing non-motorized trail constructed upon the State's Right-of-Way.

5. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

5.1. ***Roadways.*** Maintenance and ownership of Riverdale Drive. Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted City maintenance practices.

5.2. ***Municipal Utilities.*** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.

5.3. ***Sidewalks.*** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

5.4. ***Non-motorized Trail.*** Maintenance of any non-motorized trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the non-motorized trails in a safe and usable condition. The LUP further defines the City's responsibilities for the non-motorized trails.

5.5. ***Additional Drainage.*** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for

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which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

6. Basis of State Cost

6.1. ***Schedule "I".*** The Preliminary Schedule "I" includes all anticipated State participation construction items and the construction engineering cost share covered under this Agreement.

6.2. ***State Participation Construction.*** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for Mobilization and Traffic Control.

A. 100 Percent will be the State's rate of cost participation in all of the SP 0202-121 TH 10 Access Closure construction, up to the capped amount. The construction includes, but is not limited to, those construction items tabulated on Sheet Nos. 2 and 3 of the Preliminary Schedule "I". This will be a lump sum amount based on contractor bid prices.

B. 100 Percent will be the State's rate of cost participation in all of the SP 0202-121 and SAP 199-115-005 Riverdale Drive construction, up to the capped amount. The construction includes, but is not limited to, those construction items tabulated on Sheet Nos. 4 and 5 of the Preliminary Schedule "I". This will be a lump sum amount based on contractor bid prices.

C. 100 Percent will be the State's rate of cost participation in all of the SP 0202-121 TH 10 Cable Barrier construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary Schedule "I".

6.3. ***Construction Engineering Costs.*** The State will pay a construction engineering charge equal to 8 percent of the total State participation construction covered under this Agreement.

6.4. ***Capped State Funds.*** The State funds available for the SP 0202-121 TH 10 Access Closure and SP 0202-121 and SAP 199-115-005 Riverdale Drive construction are capped at **$612,000.00**.

6.5. ***Addenda, Change Orders, Supplemental Agreements, and Work Orders.*** The State will share in the costs of construction contract addenda, change orders, supplemental agreements, and work orders that are necessary to complete the State participation construction covered under this Agreement and are approved in writing by the State District Engineer's authorized representative.

6.6. ***Liquidated Damages.*** All liquidated damages assessed the City's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. State Cost and Payment by the State

7.1. ***State Cost.*** **$735,103.68** is the State's estimated share of the costs of the contract construction which includes the construction engineering cost share and a contingency amount as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the City's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. The contingency amount is provided to cover the cost difference between the Preliminary Schedule "I" and the Revised Schedule "I", overruns of the plans estimated quantities of State participation construction, and State approved additional construction including construction engineering costs.

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7.2. ***Conditions of Payment.*** The State will pay the City the State's total estimated construction cost share, which does not include the construction engineering cost share or the contingency amount, as shown in the Revised Schedule "I", after the following conditions have been met:

A. Encumbrance by the State of the State's total estimated construction cost share, the construction engineering cost share, and the contingency amount, as shown in the Revised Schedule "I".

B. Execution of this Agreement and transmittal to the City, including a letter advising of the State's concurrence in the award of the construction contract.

C. The State's receipt of a written request from the City for the advancement of funds. The request will include certification by the City that all necessary parties have executed the construction contract.

7.3. ***Limitations of State Payment; No State Payment to Contractor.*** The State's participation in the contract construction is limited to the State participation construction shown in Article 7.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the City. The City's contractor is not intended to be and will not be deemed to be a third-party beneficiary of this Agreement. The City's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the City by the City's contractor.

7.4. ***Construction Costs Exceeding Encumbered Amount.*** Whenever it appears the cost of the State participation construction covered under this Agreement is about to exceed the current amount of encumbered State funds, the City will notify the State District Engineer's authorized representative in writing prior to performance of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to complete the State participation construction including construction engineering costs and the reason(s) why the current amount encumbered will be exceeded. The State will, upon its approval of the additional State participation construction, encumber the necessary additional funds. That action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

Should the City cause the performance of additional contract construction which would otherwise qualify for State participation construction covered under this Agreement, but for which the State has not previously encumbered funds, that additional contract construction is done at the City's own risk. The City will notify the State District Engineer's authorized representative in writing of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to cover the additional State participation construction including construction engineering costs and the reason(s) why the current amount encumbered was exceeded. If the State District Engineer's authorized representative approves the additional State participation construction, the City's claim for compensation along with a request for encumbrance of the necessary additional funds will be submitted to the State's Budget Section for review of compliance with Minnesota Statutes § 16A.15, subdivision 3, but no guarantee is made that the claim will be approved by the State's Budget Section. If the claim for compensation and the request for encumbrance of the necessary additional funds are approved by the State's Budget Section, that action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

7.5. ***Records Keeping and Invoicing by the City.*** The State will provide the City with a Payment Processing Package containing a Modified Schedule "I" form, instructions, and samples of documents for processing final payment of the State participation construction covered under this Agreement.

The City will keep records and accounts that enable it to provide the State with the following prior to final payment:

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A. A copy of the Modified Schedule "I" which includes final quantities of State participation construction.

B. Copies of the City contractor's invoice(s) covering all contract construction.

C. Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.

D. Copies of all construction contract change orders, supplemental agreements, and work orders.

E. A certification form, attached to a copy of the Final Schedule "I", both provided by the State. The certification form will be signed by the City's Engineer in charge of the contract construction attesting to the following:

i. Satisfactory performance and completion of all contract construction according to the Project Plans.

ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".

iii. Full payment by the City to its contractor for all contract construction.

F. When requested, copies certified by the City's Engineer, of material sampling reports and material testing results for the materials furnished for the contract construction.

G. A copy of the "as built" plan sent to the State Aid Agreements Engineer.

H. A formal invoice (original and signed) in the amount due the City as shown in the Final Schedule "I".

7.6. ***Final Payment by the State.*** Upon completion of all contract construction, the State will prepare a Final Schedule "I" according to the procedures detailed in the Payment Processing Package and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all State participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the City without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the City will refund the difference to the State without interest.

The State and the City waive claims for any payments or refunds less than $5.00 according to Minnesota Statutes § 15.415.

8. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

8.1. The State's Authorized Representative will be:

Name, Title:	Malaki Ruranika, Cooperative Agreements Engineer (or successor)
Address:	395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone:	(651) 366-4634
E-Mail:	malaki.ruranika@state.mn.us

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8.2. The City's Authorized Representative will be:

Name, Title:	Bruce Westby, City Engineer (or successor)
Address:	7550 Sunwood Drive Northwest, Ramsey, MN 55303
Telephone:	(763) 433-9825
E-Mail:	bwestby@ci.ramsey.mn.us

9. Assignment; Amendments; Waiver; Contract Complete

9.1. ***Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

9.2. ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

9.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

9.4. ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

10. Liability; Worker Compensation Claims; Insurance

10.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys' fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

10.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

10.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. Title VI/Non-discrimination Assurances

The City agrees to comply with all applicable USDOT Standard Title VI/Non-Discrimination Assurances contained in USDOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. The City will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City's compliance with this provision. The City must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making

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City staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

13. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

14. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

15. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination; Suspension

16.1. ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

16.2. ***Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

16.3. ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

17. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: Draft – Do not sign

Date: _____

SWIFT Purchase Order: _____

CITY OF RAMSEY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: Draft – Do not sign

Title: _____

Date: _____

By: Draft – Do not sign

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: Draft – Do not sign
(District Engineer)

Date: _____

Approved:

By: Draft – Do not sign
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: Draft – Do not sign
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

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PRELIMINARY SCHEDULE "I"
Agreement No. 1050030
City of Ramsey

SP 0202-121 (TH 10=003) Preliminary: Draft
SAP 199-115-005
CP 20-05
State Funds

Grading, bituminous pavement, concrete curb and gutter, bituminous trail, and municipal utilities construction performed under City contract with ____
SP 0202-121 located on T.H. 10 from 490 feet west of Bowers Dr. NW to 1,250 feet east of Bowers Dr. NW
SP 0202-121 and SAP 199-115-005 located on Riverdale Dr. from Bowers Dr. NW to 1,200 feet East of Llama St. NW

	STATE COST PARTICIPATION	
	SP 0202-121 TH 10 Access Closure Work Items (From Sheet No. 3)	152,924.50
	SP 0202-121 and SAP 199-115-005 Riverdale Drive Work Items (From Sheet No. 5)	413,742.17
	Subtotal	$566,666.67
	Construction Engineering (8%)	45,333.33
(1)(2)	Subtotal - Lump Sum on Bid Costs	$612,000.00
	SP 0202-121 TH 10 Cable Barrier Work Items (From Sheet No. 5)	100,096.00
	Construction Engineering (8%)	8,007.68
	Subtotal	$108,103.68
(3)	Contingency Amount	15,000.00
	Subtotal - TH 10 Cable Barrier Costs	$123,103.68
	Encumbered Amount	**$735,103.68**

(1) This will be a lump sum amount based on bid prices
(2) State funds for lump sum on bid costs capped at $612,000.00
(3) For the State's use only as described in Article 7.1 of the Agreement

(1) 100% STATE

(P) = PLAN QUANTITY

ITEM NUMBER	SP 0202-121 TH 10 ACCESS CLOSURE WORK ITEM		UNIT	QUANTITY	UNIT PRICE	COST (1)
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2011.601	AS BUILT		LUMP SUM	1.00	15,000.00	15,000.00
2021.501	MOBILIZATION		LUMP SUM	0.06	95,000.00	5,700.00
2102.503	PAVEMENT MARKING REMOVAL		LIN FT	1,550.00	1.25	1,937.50
2104.502	REMOVE MAIL BOX & SUPPORT		EACH	1.00	500.00	500.00
2104.502	SALVAGE SIGN		EACH	5.00	100.00	500.00
2104.502	REMOVE SIGN		EACH	15.00	150.00	2,250.00
2104.502	REMOVE PIPE APRON		EACH	8.00	200.00	1,600.00
2104.503	REMOVE PIPE CULVERT		LIN FT	206.00	15.00	3,090.00
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)		LIN FT	3,165.00	1.80	5,697.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	40.00	5.00	200.00
2104.504	REMOVE BITUMINOUS PAVEMENT		SQ YD	3,285.00	4.00	13,140.00
2104.504	REMOVE CONCRETE PAVEMENT		SQ YD	25.00	10.00	250.00
2106.507	EXCAVATION - COMMON (EV)	(P)	CU YD	255.00	16.00	4,080.00
2106.507	EXCAVATION - SUBGRADE (EV)	(P)	CU YD	50.00	20.00	1,000.00
2112.519	SUBGRADE PREPARATION		ROAD ST	3.80	850.00	3,230.00
2118.507	AGGREGATE SURFACING (CV) CLASS 2		CU YD	75.00	85.00	6,375.00
2123.61	STREET SWEEPER (WITH PICKUP BROOM)		HOUR	4.00	250.00	1,000.00
2211.507	AGGREGATE BASE (CV) CLASS 6	(P)	CU YD	50.00	75.00	3,750.00
2360.509	TYPE SP 12.5 WEARING COURSE MIX (4,F)		TON	140.00	95.00	13,300.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4,B)		TON	140.00	92.00	12,880.00
2451.507	FINE AGGREGATE BEDDING (CV)		CU YD	36.00	60.00	2,160.00
2501.502	22" SPAN RC PIPE-ARCH APRON		EACH	2.00	1,500.00	3,000.00
2501.503	22" SPAN RC PIPE-ARCH CULVERT CL IVA		LIN FT	84.00	120.00	10,080.00
2521.518	6" CONCRETE WALK		SQ FT	370.00	12.00	4,440.00
2531.618	TRUNCATED DOMES		SQ FT	40.00	60.00	2,400.00
2563.601	TRAFFIC CONTROL 1		LUMP SUM	0.06	25,000.00	1,500.00
2563.601	ALTERNATE PEDESTRIAN ROUTE		LUMP SUM	1.00	1,000.00	1,000.00
2564.502	INSTALL SIGN TYPE C		EACH	5.00	500.00	2,500.00
2564.518	SIGN PANELS TYPE D		SQ FT	56.25	80.00	4,500.00
2573.502	CULVERT END CONTROLS		EACH	2.00	400.00	800.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER		LIN FT	2,900.00	2.50	7,250.00
2574.505	SOIL BED PREPARATION	(P)	ACRE	1.10	1,000.00	1,100.00
2574.505	SUBSOILING	(P)	ACRE	1.10	100.00	110.00
2574.505	FERTILIZER TYPE 3		POUND	330.00	1.50	495.00

(1) 100% STATE

(P) = PLAN QUANTITY

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ITEM NUMBER	SP 0202-121 TH 10 ACCESS CLOSURE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
	DRAFT				
2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	1,100.00	2.00	2,200.00
2575.505	SEEDING (P)	ACRE	1.10	500.00	550.00
2575.508	SEEDING MIXTURE 25-121	POUND	110.00	5.00	550.00
2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	3,060.00	2.00	6,120.00
2582.503	4" SOLID LINE MULTI COMP GROUND IN (WR)	LIN FT	3,100.00	0.90	2,790.00
2582.518	CROSSWALK PREFORM THERMO GROUND IN ESR	SQ FT	180.00	20.00	3,600.00
2582.518	PAVEMENT MESSAGE THERMO GROUND IN ESR	SQ FT	15.00	20.00	300.00
				TOTAL	$152,924.50
	(1) 100% STATE		**$152,924.50**		

(2) 100% STATE

(P) = PLAN QUANTITY

ITEM NUMBER	SP 0202-121 AND SAP 199-115-005 RIVERDALE DRIVE WORK ITEM		UNIT	QUANTITY	UNIT PRICE	COST (2)
	DRAFT					
2021.501	MOBILIZATION		LUMP SUM	0.47	95,000.00	44,650.00
2103.501	BUILDING REMOVAL		LUMP SUM	1.00	45,000.00	45,000.00
2104.502	SALVAGE SIGN		EACH	2.00	100.00	200.00
2104.503	REMOVE CURB AND GUTTER		LIN FT	350.00	4.00	1,400.00
2104.504	REMOVE BITUMINOUS PAVEMENT		SQ YD	5,825.00	4.00	23,300.00
2104.504	REMOVE CONCRETE PAVEMENT		SQ YD	465.00	10.00	4,650.00
2106.507	EXCAVATION - COMMON (EV)	(P)	CU YD	2,080.00	16.00	33,280.00
2106.507	COMMON EMBANKMENT (CV)	(P)	CU YD	100.00	16.00	1,600.00
2112.519	SUBGRADE PREPARATION		ROAD ST	47.20	850.00	40,120.00
2118.507	AGGREGATE SURFACING (CV) CLASS 2		CU YD	30.00	85.00	2,550.00
2123.61	STREET SWEEPER (WITH PICKUP BROOM)		HOUR	12.00	250.00	3,000.00
2211.507	AGGREGATE BASE (CV) CLASS 5 MODIFIED		CU YD	2,130.00	22.00	46,860.00
2211.607	AGGREGATE BASE (CV) FROM STOCKPILE		CU YD	2,800.00	18.00	50,400.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)		TON	2,140.00	90.00	192,600.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)		TON	840.00	115.00	96,600.00
2360.509	TYPE SP 12.5 NON WEARING COURSE MIX (3,C)		TON	2,670.00	85.00	226,950.00
2506.502	CASTING ASSEMBLY		EACH	36.00	800.00	28,800.00
2521.518	6" CONCRETE WALK		SQ FT	2,320.00	12.00	27,840.00
2531.503	CONCRETE CURB AND GUTTER DESIGN B618		LIN FT	8,575.00	18.00	154,350.00
2531.504	6" CONCRETE DRIVEWAY PAVEMENT		SQ YD	30.00	95.00	2,850.00
2531.504	8" CONCRETE DRIVEWAY PAVEMENT		SQ YD	70.00	110.00	7,700.00
2531.618	TRUNCATED DOMES		SQ FT	280.00	60.00	16,800.00
2563.601	TRAFFIC CONTROL 1		LUMP SUM	0.49	25,000.00	12,250.00
2564.502	INSTALL SIGN TYPE C		EACH	2.00	500.00	1,000.00
2573.501	STABILIZED CONSTRUCTION EXIT		LUMP SUM	1.00	2,500.00	2,500.00
2573.502	STORM DRAIN INLET PROTECTION		EACH	37.00	300.00	11,100.00
2573.503	SILT FENCE, TYPE MS		LIN FT	3,850.00	3.00	11,550.00
2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER		LIN FT	200.00	2.50	500.00
2574.505	SOIL BED PREPARATION	(P)	ACRE	1.70	1,000.00	1,700.00
2574.505	SUBSOILING	(P)	ACRE	1.70	100.00	170.00
2574.505	FERTILIZER TYPE 3		POUND	510.00	1.50	765.00
2575.505	SEEDING	(P)	ACRE	1.70	500.00	850.00
2575.505	RAPID STABILIZATION METHOD 2		ACRE	1.00	4,000.00	4,000.00
2575.508	SEEDING MIXTURE 25-121		POUND	160.00	5.00	800.00

(2) 100% STATE

ITEM NUMBER	SP 0202-121 AND SAP 199-115-005 RIVERDALE DRIVE WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
	DRAFT				
2575.508	HYDRAULIC BONDED FIBER MATRIX	POUND	5,950.00	2.00	11,900.00
2582.503	4" SOLID LINE MULTI COMP	LIN FT	8,960.00	0.80	7,168.00
2582.503	24" SOLID LINE MULTI COMP	LIN FT	20.00	4.00	80.00
2582.503	4" DOUBLE SOLID LINE MULTI COMP	LIN FT	3,930.00	1.50	5,895.00
2582.518	CROSSWALK MULTI COMP	SQ FT	780.00	12.00	9,360.00
				TOTAL	$1,133,088.00
	(2) 100% STATE			**$413,742.17**	

(3) 100% STATE

ITEM NUMBER	SP 0202-121 TH 10 CABLE BARRIER WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
	DRAFT				
2021.501	MOBILIZATION	LUMP SUM	0.04	95,000.00	3,800.00
2104.502	REMOVE ANCHORAGE ASSEMBLY - TENSION CABLE	EACH	3.00	1,000.00	3,000.00
2104.503	REMOVE TENSION CABLE GUARDRAIL	LIN FT	547.00	8.00	4,376.00
2554.502	ANCHORAGE ASSEMBLY - TENSION CABLE	EACH	1.00	10,000.00	10,000.00
2554.603	TENSION CABLE GUARDRAIL	LIN FT	982.00	60.00	58,920.00
2563.601	TRAFFIC CONTROL 2	LUMP SUM	1.00	20,000.00	20,000.00
				TOTAL	$100,096.00
	(3) 100% STATE			**$100,096.00**	

CITY OF RAMSEY

RESOLUTION

IT IS RESOLVED that the City of Ramsey enter into MnDOT Agreement No. 1050030 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the City of the State's share of the costs of the new frontage road, cable guardrail, and trunk highway access closure construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 10 from 490 feet west of Bowers Drive Northwest to 1,250 feet east of Bowers Drive Northwest and upon, along, and adjacent to Riverdale Drive from Bowers Drive Northwest to 1,200 feet east of Llama Street Northwest within the corporate City limits under State Project No. 0202-121.

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Ramsey at an authorized meeting held on the _____ day of _____, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2022

Notary Public _____

My Commission Expires _____

_____
(Signature)

_____
(Type or Print Name)

_____
(Title)

CC Regular Session **7. 1.**

Meeting Date: 07/12/2022

By: Todd Larson, Community Development

Information

Title:

Introduce Ordinances #22-21 and #22-22 for Anoka Ramsey Athletic Association Rezoning and Zoning Code text amendment at 14622 and 14650 Ferret St. NW

Purpose/Background:

Ms. Andrea Rand, of ISG Inc. on behalf of the Anoka Ramsey Athletic Association, is requesting a rezoning of approximately 12.88 acres of property in the first phase of a multi-step process of approvals needed for a mixed-use facility. The site will be anchored by a large indoor athletic complex housing basketball courts and turf fields. The site will also have a medical clinic specializing in sports medicine and physical therapy and a restaurant. The site currently contains a wireless communications tower that will remain. The property is currently zoned COR and is proposed to be zoned Employment District (E-3) to accommodate the various proposed uses within the site. The site is adjacent to other E-3-zoned property to the northwest and guided Business Park in the Comprehensive Plan.

At the June 23 Planning Commission meeting, it was discussed that the current COR regulations could possibly accommodate the proposed uses on the applicant's draft site plan. COR zoning allows for health clubs and fitness centers along with medical clinics and restaurants. Staff stated that the proposed use is more inline with a commercial recreational use since it will be much larger than a typical health club. Also, the inflatable dome and positioning on the site are not conducive to COR design standards. The adjacent E-3 uses to the northwest are larger buildings and the proposed uses will be in scale with those buildings.

Future phases of required approvals include a plat, easement vacations, site plan review, and a conditional use permit. In order to complete ARAA’s obligation in its purchase agreement, only the rezoning needs to be approved since some of the intended uses are not permitted in its current zoning district. ARAA is still finalizing site layout.

The E-3 zoning district allows for the recreational use, restaurant, and communications tower, however, it does not accommodate medical clinics. A Zoning Code text amendment is also being requested adding that use to the list of permitted uses within the district. Since medical uses are often high-employment businesses, it appears to meet one of the goals of expanding employment base of the Comprehensive Plan.

Notification:

Staff mailed letters via standard US Mail notifying surrounding property owners within 350 feet of the subject properties. A notice of the Public Hearing was also published in the Anoka County UnionHerald, the City's official newspaper.

Observations/Alternatives:

Alternatives to Consider:

1. Introduce Ordinances #22-21 & #22-22 as recommended by the Planning Commission and staff.
2. Introduce Ordinances #22-21 & #22-22 with changes that the City Council deems appropriate to the request.
3. Deny the rezoning and Zoning Code text amendment based on certain findings.

Funding Source:

All costs associated with this application are the responsibility of the applicant.

Recommendation:

At its meeting on June 23, the Planning Commission unanimously recommended approval of Ordinances #22-21 for rezoning property from COR to E-3 and #22-22 for a text amendment adding Medical Clinics as a permitted use in the E-3 district.

Action:

Two motions are requested:

Motion 1: Motion to introduce Ordinance #22-21 Rezoning 14622 and 14650 Ferret Street Northwest from COR to E-3 Employment District; and

Motion 2: Motion to introduce Ordinance #22-22 amending Section 117-124(b) of City Code to allow Medical Clinics as a permitted use in the E-3 Employment District.

Attachments

Applicant's Narrative
Site Map
Concept Plan
Rezoning Ordinance
Zoning Code Text Amendment Ordinance

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	07/05/2022 11:06 AM
Brian Hagen	Brian Hagen	07/07/2022 10:19 AM
Form Started By: Todd Larson		Started On: 06/27/2022 08:58 AM
Final Approval Date: 07/07/2022		

MAY 26, 2022

Todd Larson
Planning Manager
City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

RE: REZONING NARRATIVE
ATHLETIC DOME SITE – RAMSEY, MN

Todd,

On behalf of the Anoka Ramsey Athletic Dome project and the landowner, KRH Land LLC, ISG is submitting a request to amend the zoning for a vacant property north of Highway 10, west of Ferret Street NW. The area consists of three parcels identified as:

1. **Parcel ID:** 29-32-25-14-0015
   Parcel Address: 14622 FERRET ST NW, Ramsey, MN 55303
   Parcel Size: 8.57 Acres

2. **Parcel ID:** 29-32-25-14-0005
   Parcel Address: 14650 FERRET ST NW, Ramsey, MN 55303
   Parcel Size: 4.31 Acres

Both of these parcels are in the HY-10 Plat, owned by KRH Land LLC and are in the COR zone district.

ZONING & TEXT AMENDMENT REQUEST

We are requesting a Zoning Amendment for the subject parcels to be included in the E-3 zone district for the purpose of an Athletic Dome, medical clinic and restaurant. We are also requesting a Zone Text Amendment to include medical clinics in the E-3 district.

A medical clinic is allowed in the existing COR district; however, it would become an enclave COR district area surrounded by E3 zoning for the rest of the site, which is not permissible. Thus, the request for a Text Amendment to permit clinics so the entire site would be within the same E3 zoning. Please see the enclosed concept plan for the desired final development layout.

The City of Ramsey's Comprehensive Plan's Future Land Use Map identifies the property to be within the Business Park area. The proposed E-3 zoning is consistent with the Comprehensive Plan's future designated land use, Chapter 7's Parks & Recreation goals and Chapter 8's Economic Development goals identified for the city. In addition, the proposed uses are consistent with the adjacent land uses and zone districts. To the south is the highway, to the north is the industrial par.

Should a rezoning be approved, the next steps would be to submit a plat and site/engineering plans for a more detailed review of a specific development proposal.

Thank you for reviewing the attached materials for the zoning amendment request. Please contact me at 952.426.0699 or via email at Andrea.Rand@ISGInc.com with any questions or if there is any additional information I can provide in support of this project.

Sincerely,

Andrea Rand, AICP
Project Coordinator

Athletic Dome

14622 Ferret St NW & 14650 Ferret St NW

29-32-25-14-0015
29-32-25-14-0005

Print Date: June 1, 2022

0 0.0175 0.035 0.07 0.105 0.14
mi

KEY NOTES

1. 675' x 260' Dome
   - 450' x 260' Synthetic Turf Field
   - Eight (8) Basket Ball Courts
   - Weight Lifting Area
2. 6,000 SF Support Building
3. Mechanical Equipment
4. Stormwater Management Area
5. 186 Stall Parking Area
6. Existing Cell Tower

SPORTS CLINIC OUTLOT

7. 12,000 SF Building
8. Shared plaza
9. 83 Stall Parking Area
10. 4,000 SF Building
11. Patio

PRELIMINARY SITE LAYOUT - OPTION 2

0 60 120
SCALE IN FEET

ORDINANCE #22-21

CITY OF RAMSEY
ANOKA COUNTY
STATE OF INNESOTA

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 are hereby rezoned from COR to E-3 Employment District:

Parcel 1: 14622 Ferret Street Northwest
Lot 2, Block 1, HY-10 RAMSEY together with that part of the Southwest quarter of the Northeast quarter of Section 29, Township 32, Range 25, lying Northereasterly of the Northeasterly right-of-way line of the Burlington Northern Roailroad, subject to easements of record, Anoka County, Minnestoa; and

Parcel 2: 14650 Ferret Street Northwest
Lot 1, Block 1, HY-10 RAMSEY, subject to easements of record, Anoka County, Minnesota

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 ____, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction: July 12, 2022
Posting dates:
Adoption date:
Publication date:
Effective date:

ORDINANCE #22-22

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

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

AN ORDINANCE AMENDING SECTION 117-124(b) (PERMITTED USES IN THE E-3 EMPLOYMENT DISTRICT) OF THE CITY CODE OF RAMSEY, MINNESOTA.

The City of Ramsey ordains:

SECTION 1. AUTHORITY

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

SECTION 2. AMENDMENTS

Sec 117-124(b) shall be amended to read as follows (additions indicated by underlined text):

(b) Permitted uses. The following are permitted uses, subject to general requirements and performance standards as specified by this chapter:

(1) Building materials sales stores.
(2) Governmental and public utility buildings and structures.
(3) Indoor commercial recreation.
(4) Manufacturing.
(5) Office buildings and uses.
(6) Radio and television offices and stations.
(7) Transportation terminals.
(8) Warehousing of non-explosive material or equipment.
(9) Wholesale business.
(10) Storage.
(11) Business incubators/multitenant facilities housing manufacturing, research labs, testing labs, offices, motor vehicle, implement and recreation equipment sales or repair, governmental or public uses, indoor commercial recreation, manufacturing, radio and television offices and stations, and wholesale businesses, provided they are indoor operations with no outside storage or display areas. A maximum of 20 percent of the units or suites of such a facility may be occupied by enclosed retail and rental activity as a principal use.
(12) Self-storage facilities.
(13) Medical clinics

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 ____, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction date: July 12, 2022
Posting dates:
Adoption date:
Publication date:
Effective date:

CC Regular Session **7. 2.**

Meeting Date: 07/12/2022

By: Brian McCann, Community Development

Information

Title:

Consider a Request for a Home Occupation Permit at 6131 Green Valley Rd NW (Project No. 22-118); Case of J. Hill Container Company

Purpose/Background:

The City received an application from Jeff Hillman (the “Applicant”) requesting a Level II Home Occupation Permit for a cardboard box container business in the home as well as in a detached accessory structure located at 6131 Green Valley Rd NW (the "Subject Property"). The Architectural Code Analysis that was requested during the City Council meeting on May 10, 2022 has been received and reviewed by City Staff. The Code Analysis shows that it is possible to retrofit the building to meet International Building Code (IBC) standards.

Notification:

Notifications of this proposal were sent via Standard US Mail to Property Owners within 350 feet of the Subject Property regarding the public hearing with the Planning Commission, as reflected by Anoka County Property Records. A notice was also published in the Anoka UnionHerald, the City's Official newspaper for the public hearing.

Time Frame/Observations/Alternatives:

City Council - May 10, 2022

The City Council reviewed and tabled the request until the May 24th meeting, or the June 14th meeting if an architectural code analysis needed to be conducted for the conversion of the structure for commercial/industrial operations. The analysis is required and was not received for these meeting and a meeting was scheduled with the Applicant's architect and the Applicant.

City Council - June 14, 2022

A 60-day extension letter was sent to the property owner following the May 10 meeting, providing until July 22, 2022, for a formal approval or denial of the request. The Applicant was granted an extension to a future meeting by the City Council on June 14, 2022, to accommodate working with his architect.

Architectural Code Analysis

The analysis was received by City Staff from the Applicant on July 5, 2022, and has been reviewed by the Fire Department and Community Development Department. A copy of the analysis is attached. The analysis shows that it is feasible to remodel the structure to accommodate this business. A fire lane is required and must be constructed to Fire Department standards including a turn-around, "no parking fire lane" signs, proper width, and to weight standards. Remodeling of the building and site improvements must be constructed with building permits and in a reasonable timeframe. Additional conditions may be noted with the building permit based on the more detailed construction plans as is typical on any commercial building project. This may result in a reconfiguration of the interior layout of the structure.

Alternatives

Alternative #1: Adopt Resolution #22-085 approving the Home Occupation Permit request with the modifications noted in the architectural code analysis.

Alternative #2: Deny Resolution #22-085 based on certain findings.

Funding Source:
The Applicant is responsible for all costs related to this request.

Recommendation:
The Planning Commission recommended approval of only warehousing operations.

City staff has reviewed the architectural code analysis that was submitted and concurs with its findings that it is feasible to remodel the structure should the City Council decide to approve the Applicant's request.

Outcome/Action:
Motion to adopt Resolution #22-085 approving a Home Occupation Permit at 6131 Green Valley Rd NW.

OR

Motion to deny Resolution #22-085 approving a Home Occupation Permit at 6131 Green Valley Rd NW based on certain findings.

Attachments

Public Hearing Notice
Site Location Map
Land Use Application
Narrative
HOP Questionnaire
Variance from 1986
Current Building Uses with Size
CUP from 1999
ACTION Resolution #22-085
Architectural Code Analysis

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	07/07/2022 01:04 PM
Form Started By: Brian McCann		Started On: 07/07/2022 08:08 AM
Final Approval Date: 07/07/2022		

City of RAMSEY

7550 Sunwood Drive NW • Ramsey, MN 55303
City Hall: 763.427.1410 • Fax: 763.427.5543
www.cityoframsey.com

NOTICE OF PUBLIC HEARING
PROJECT NO. 22-118: J. HILL CONTAINER COMPANY, INC.

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

TO WHOM IT MAY CONCERN:

Notice is hereby given that the City of Ramsey Planning Commission will hold a public hearing on Thursday, April 28th, 2022, at 7:00 pm, at Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN 55303.

The purpose of this hearing is to consider a request for a Home Occupational Permit to allow the storage, assembly, and transport of corrugated boxes within the accessory structure located on the property generally known as 6131 Green Valley Road NW and legally described as follows:

> LOT 10A BLK 1 GREEN VALLEY ESTATES 2ND ADD; SUBJ TO EASE OF REC, Anoka County, Minnesota

All interested persons are invited to attend and comment on the proposed requests. The City of Ramsey complies with the Americans with Disabilities Act and upon advance request, information will be provided in an alternative form and interpreters will be available. Any person with such a request should contact Brian McCann at 763-433-9860 by noon on Wednesday, April 20th, 2022.

Those that are able to attend meetings remotely should do so to maintain appropriate social distancing standards. All interested persons are invited to join remotely from a PC, Mac, Linus, IOS, or Android at www.cityoframsey.com/meetings. Remote attendees desiring to speak to the Planning Commission are asked to use their webcam.

Written comments are welcome and shall be addressed to the Ramsey Planning Commission, 7550 Sunwood Drive NW, Ramsey, MN 55303. Written comments shall be received at the above address prior to 4:00 p.m. on April 28th, 2022.

Sincerely,

Brian McCann
City Planner

Date: April 13, 2022

J. Hill Container - Level II HOP

PID #: 02-32-25-31-0006

6131 Green Valley Rd NW

03/24/2022

0 0.0175 0.035 0.07 0.105 0.14 mi

Land Use Application

☐ Plat – Sketch Plan	☐ Plat – Preliminary Plat	☐ Plat – Final Plat
☐ Administrative Plat	☐ Site Plan Review	☐ Easement/ROW Vacation
☐ Conditional Use Permit	☐ Interim Use Permit	☐ Comprehensive Plan Amendment
☐ Zoning Amendment	☐ Home Occupation Permit	☐ Variance
☐ Dwelling Moving Permit	☐ Environmental Permit	☐ Registered Land Survey
☐ Non-Traditional Animal License	☐ Beekeeping License	☐ Private Kennel License

Applicant Contact Information

Please note: All official communication will be routed through this contact.

Name:	Jeffrey Hillman		
Street Address:	6131 Green Valley Rd		
City, State, ZIP:	Ramsey, MN 55303		
Home Phone:	612.220.4864	Work Phone:	763.273.2960
Email:	jeff@jhillcontainer.com	Fax Number:	
Name of Business (if applicable):	J Hill Container Company, Inc		
Business Address (if applicable)	6131 Green Valley Rd		
Business City, State, ZIP	Ramsey, MN 55303		
Business Phone:	763.241.3895	Business Fax:	

Subject Property Information

(Location of Application)

Address	6131 Green Valley Rd
PIN	02-32-25-31-0006
Legal Description	GREEN VALLEY ESTATES 2ND ADDITION
Zoning District	1a RESIDENTIAL

Contact the Planning Division at 763-433-9824 or planning@cityoframsey.com to request a Zoning Verification

Property Owner Information

(If different than Applicant)

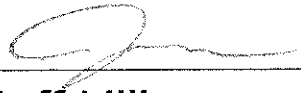
Name:			
Street Address:			
City, State, ZIP:			
Home Phone:		Work Phone:	
Email:		Fax Number:	

Please provide a detailed description of your request and attached a copy of a scaled site plan

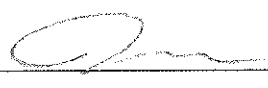
The property is just over 10 acres Has a pole barn 64x30 (1920sq) a Heated shop 48x66 (3168sq) Cold storage 152x66 (10,032sq) connected with a breezeway 14x18 (252sq) so in total approximately 15,372 sqft The building would be mainly used to store corrugated boxes and materials along some other misc packaging materials. Tape, glue, staples, paper, pallets etc.

The barn and shop would be used assembly of corrugated partitions, boxes and other miscellaneous labor fulfillment jobs as needed.

A "Land Use Sign" will be placed on the Subject Property to allow Ramsey Residents the opportunity to obtain information about your request.

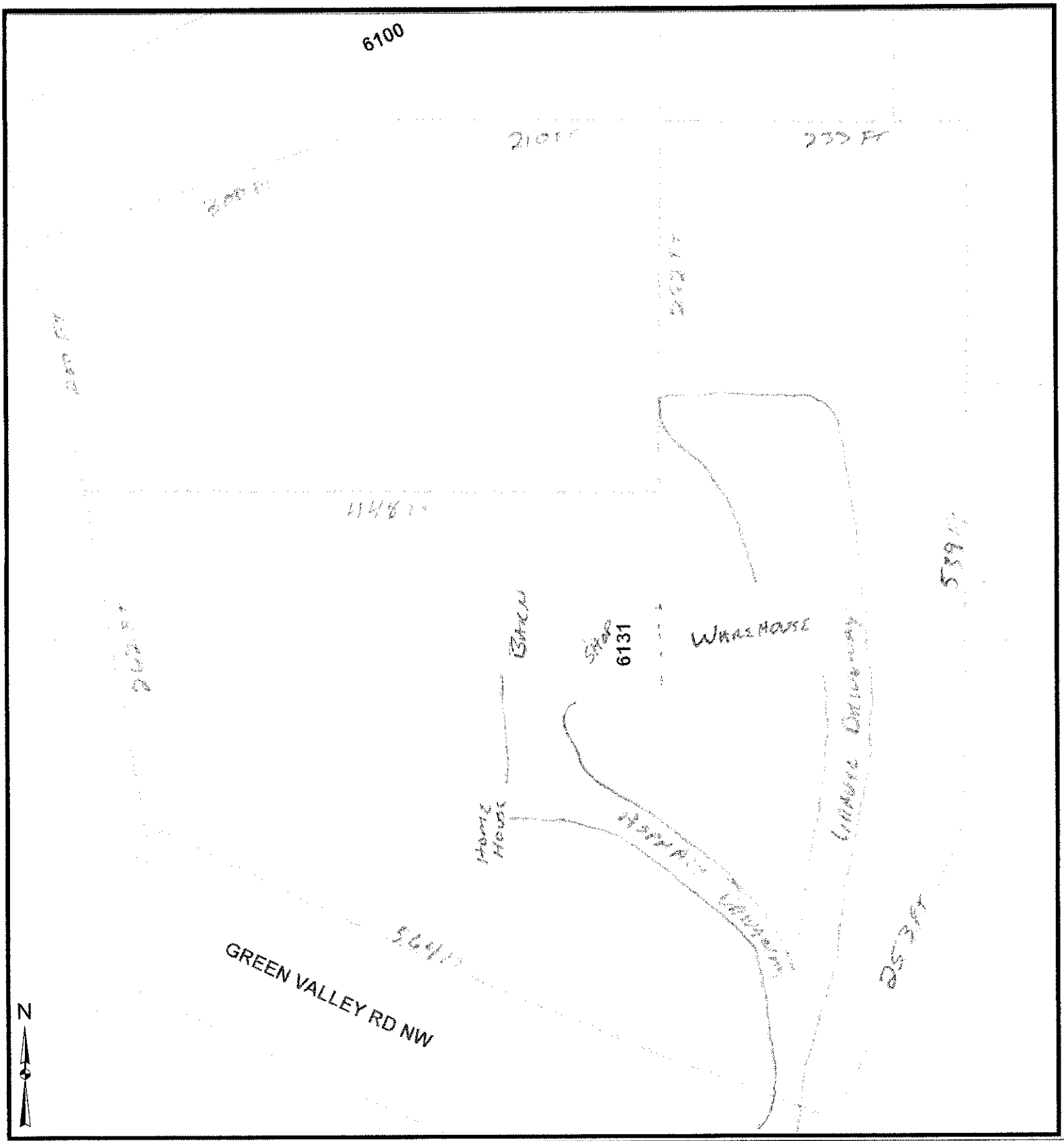
Applicant Signature		Co-Applicant Signature	
Printed Name	Jeff Hillman	Printed Name	
Title	President	Title	
Date	3/23/22	Date	

I understand that the application fee is non-refundable. All costs associated with the processing of this application are the responsibility of the applicant whether this application is approved or denied. Any excess of escrow account deposits over expenditures will be refunded at the time of account closure. I also understand that as the applicant, it is my responsibility to obtain all other permits or licenses required by any applicable regulatory agencies for this Land Use Application.

Property Owner Signature		Property Owner Signature	
Printed Name	Jeff Hillman	Printed Name	
Title	Owner	Title	
Date	3/23/22	Date	

I hereby certify that I am the fee title owner/contract for deed vendee of record for the above-mentioned property. Failure to prove ownership may void any agreements entered into the City and I will be held liable for any and all costs incurred by the City.

Anoka County Parcel Viewer



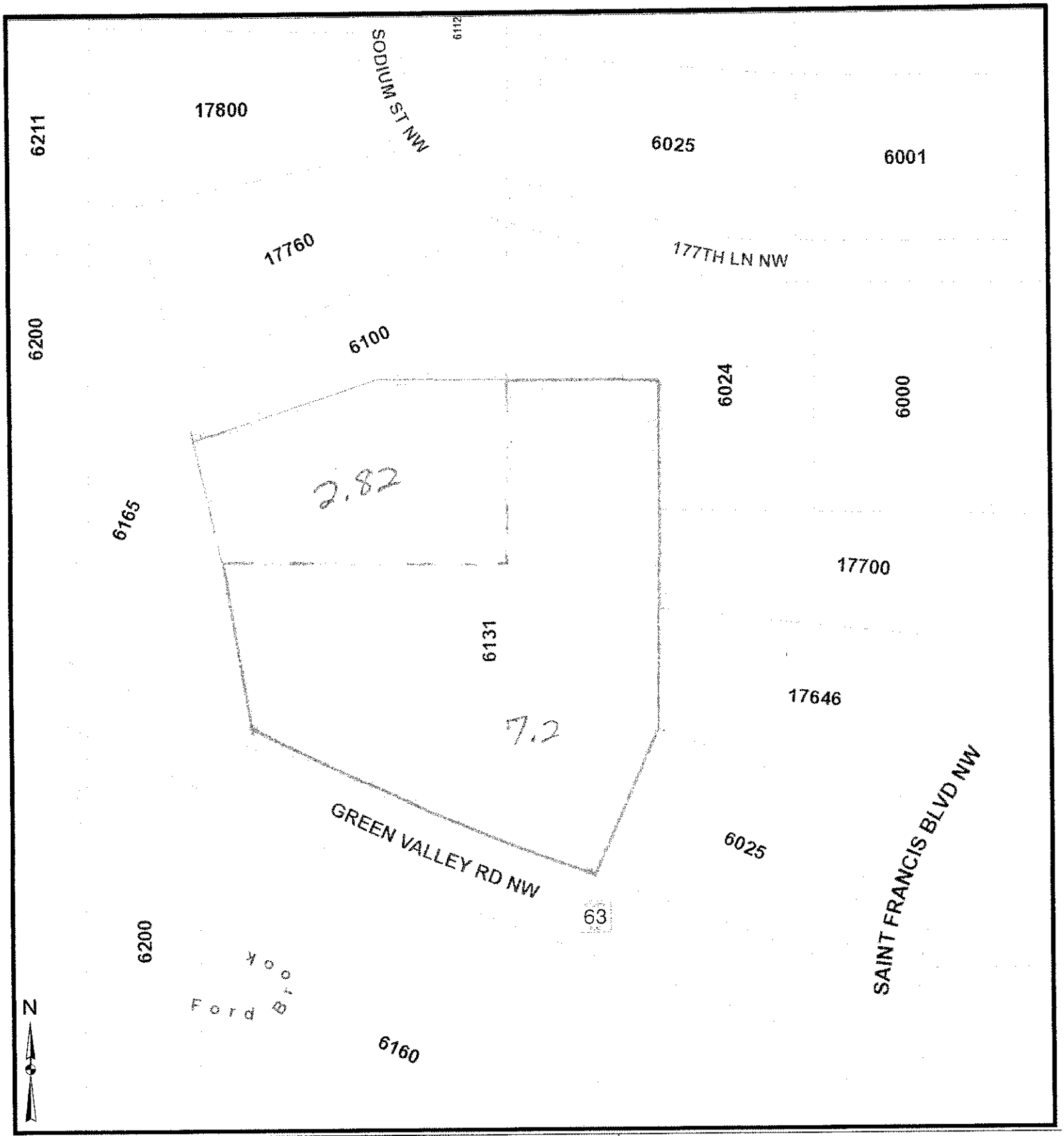
Parcel Information: Approx. Acres: 7.2
02-32-25-31-0006 Commissioner: MATT LOOK
6131 GREEN VALLEY RD NW
RAMSEY
MN 55303
Plat: GREEN VALLEY ESTATES 2ND ADDITION

Owner Information:
HILLMAN, DESIREE
6131 GREEN VALLEY RD NW
RAMSEY
MN
55303

Anoka County GIS	1:1,200	Date: 3/23/2022

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Anoka County Parcel Viewer



Parcel Information: Approx. Acres: 7.2
02-32-25-31-0006 Commissioner: MATT LOOK
6131 GREEN VALLEY RD NW
RAMSEY
MN 55303
Plat: GREEN VALLEY ESTATES 2ND ADDITION

Owner Information:
HILLMAN, DESIREE
6131 GREEN VALLEY RD NW
RAMSEY
MN
55303

Anoka County GIS | 1:2,400 | Date: 3/23/2022

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

Hi Brian,

We are a small company that started in the corrugated box business of making and assembling cardboard partitions, the business of J Hill Container. These are divider inserts that fit into boxes to separate parts or materials and add protection during shipments, storage, or transportation.

Being established in Nov of 2007, we have grown a fair amount from the start, but still remain a small company. We now do more fulfillment work which not only initials partition assembly, but box handle placement, labeling, gluing, box erecting, packing, etc. Basically, a lot of hands-on work labor. We have used a lot of my personal family along with our own kids and their teenage friends over the years. It has let us to working with high schools such as Elk River and Big Lake and getting kids into work release education programs.

J Hill Container is not a large-scale manufacturing company but unfortunately would be categorized because we manufacture wholesale products. We would more resemble a small cabinet making shop. We have table saws and radial arm saws for cutting and slotting the corrugated materials. Not big machinery that is traditionally foreseen with the large manufactures in the corrugated business.

J Hill also acts as a broker or middleman as to buying and selling products mainly corrugated boxes and materials. This comes with purchasing larger quantities due to today's economy. In turn, whereas this large building comes into play for storage and usage to us

We'd like to propose future potential for the building / property. We might have 1-2 trucks coming on property daily. Potentially, could have 3-4 trucks max. Trucks would be considered mostly dock trucks, van trucks, occasionally semi-trailers. We could also have 2-4 personal on site at one time.

This is more of an abnormal residential property due the acreage and the size of our outbuildings. The access is off County Road 63, Green Valley Road, which acts a cut through road between Co Rd 47 and Co Rd 5. There is a numerous number of dock truck and semi traffic coming through daily. I believe the truck traffic we would have wouldn't be noticeable or out of the ordinary.

Please let me know if you have any other questions. Hopefully I provided a good clear picture of our business and what we'd like to potentially have with the building and property.

Thank you

Address: 6131 Green Valley Rd
Ramsey, MN 55303

Home Occupation Supplemental Questionnaire

Does the home occupation owner live in the home on the property? Yes (X) -or- No ( )

Does the home occupation owner rent or own the property? Yes (X) -or- No ( )

Will any part of the occupation be conducted in the home? Yes (X) -or- No ( )

If so, what activities will be conducted in the home and in which room(s)?

accounts payable, accounts receivables - Computer work

What is the gross living area of the home? 3240 Sq Ft

How much of that area will be used for the occupation? 50 Sq Ft.

Will an attached garage or any detached accessory building or garage be used for the occupation? Yes (X) -or- No ( )

If so, explain:

at this point we are warehousing some materials.

Will there be at least 400 square feet of garage space reserved for indoor residential parking and storage related to the residential use on the property? Yes (X) -or- No ( )

Will any structural additions or alterations to home or garages be required for this occupation?
Yes ( ) -or- No (X)

If so, explain:

Will you employ persons that do not live in the home on the property? Yes (X) -or- No ( )

If yes, how many non-resident employees will work on the site? 1

How many non-resident employees will work off-site? 3

Will it be necessary employees working off-site to come to the home? yes

If so, explain:

We have a truck driver come to the warehouse

Will customers or clients come to the property? Yes ( ) -or- No (X)

How many vehicle trips per day do you anticipate entering and leaving the property in a typical 24 hour period? (this includes employees, customers, deliveries, etc.)?

3-4

Will any vehicles, other than your private car(s), be used in connection with the home occupation? Yes (X) -or- No ( )

If so, provide number, size and type of vehicles:

1 dock Truck

Do you intend to store supplies and/or materials on the site? Yes (X) -or- No ( )

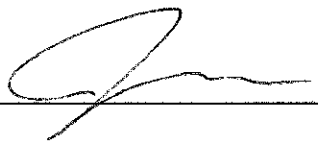
Please describe items to be stored and where?

Corrugated sheets + Boxes, misc materials.

Are any of the home occupation processes or materials subject to review and permitting by Anoka County Environmental Services? Yes ( ) -or- No (X)

If so, explain and/or provide necessary documents.

Homeowner's Name: Jeffrey Hillman Date: 3-10-22

Homeowner's Signature: 

Email: Jeff@JHillContainer.com Phone: 612-220-4864

Brief Description of Home Occupation:

Small Corrugated Box Company. We manufacturer Boxes and corrugated partitions | dividers, At our site in Elk River, that we would like to evenually move to this location. We also brokerage boxes and corrugate materials.

As of right now we are warehousing materials and have 1 to 2 trucks a day. Sometimes no trucks. Our hours that trucks may come and go are between 8-5.

Commissioner Deemer moved the adoption of the following findings of fact:

FINDINGS OF FACT #0153
GERALD BAUER

1. That Gerald Bauer, hereinafter referred to as "Applicant", has properly applied for a Board of Adjustment variance to construct an accessory structure taller than permitted by City Code.

2. That the Applicant appeared before the Board of Adjustment for a public hearing pursuant to Section 170.013G of the City Code on December 29, 1986 and that said public hearing was properly advertised and that the minutes of said public hearing are hereby incorporated as a part of these findings by reference.

3. That the subject property is generally known as 6131 Green Valley Road and is legally described as follows:

Lot 3, Block 1, Green Valley Estates, Anoka County, Minnesota.

4. That the subject property is located in the R-1R Residential District and is approximately 8 acres in size.

5. That the Applicant is requesting a variance to construct a 23 foot tall accessory structure.

6. That Section 170.015G of the City Code states that no accessory structure shall exceed 16 feet in height.

7. That the Applicant has stated that he is proposing to construct the accessory structure to house his horses.

8. That the Applicant has stated that he is requesting a variance in order to maintain the roofline and rural character of the accessory structure.

9. That the Applicant has stated that such variance is necessary to preserve a substantial property right similar to that possessed by other properties in the R-1R Residential district.

10. That if the variance is granted, the variance will not grant the Applicant any special privileges.

11. That if the variance is granted, the variance will not be materially detrimental to the purposes of the zoning ordinance or to other properties in the R-1R Residential district.

12. That if the variance is granted, the variance will not substantially increase demand for services or impair property values in the neighborhood.

13. That the proposed accessory structure shall comply with all other requirements and specifications of the City.

14. That the Applicant completed a minor subdivision of the subject property as

directed by the Planning and Zoning Commission and if the property had not been subdivided, no variance would be necessary as the structure could be constructed as an agricultural structure.

15. That Cindy Rychner, 6200 177th Lane N.W., telephoned City staff on December 29, 1986 and commented that she had no concerns with Mr. Bauer's request.

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

Chairman Zimmerman, Commissioners Deemer, Shumway, Hendriksen, LaDue and Peterson

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

Commissioner Howell

whereupon said findings of fact were declared duly adopted by the Ramsey Board of Adjustment this the 29th day of December, 1986.

_____
Chairman

ATTEST:

_____
Secretary

VARIANCE

GERALD BAUER
6131 GREEN VALLEY ROAD
RAMSEY, MINNESOTA

On December 29, 1986 a variance was issued by the Ramsey Board of Adjustment to Gerald Bauer for the construction of an accessory structure taller than allowed by City Code on the property at 6131 Green Valley Road, which property is legally described as follows:

Lot 3, Block 1, Green Valley Estates, Anoka County, Minnesota.

This variance was issued pursuant to Section 170.013 of the Ramsey City Code. This variance is perpetual in its duration so long as the conditions imposed herein are complied with. The conditions of this variance are as follows:

1. The accessory structure shall be constructed in accordance with the specifications of the City.

2. No commercial or industrial activity shall be conducted from the site or accessory structure.

3. The accessory structure shall have a design and exterior facing finish which is compatible with the principal structure.

4. The height of the accessory structure shall not exceed the height of the principal structure on the property.

Gerald Bauer hereby acknowledges receipt of this variance and that he has reviewed the conditions of the variance and has agreed that he will comply with the terms of this variance.

By:_____ Date:_____
Gerald Bauer

Truck Terminal
34.7'
771.8sq ft
22.9'
113.5'
33.4'
22.4'
117.4'
131.8'
33.5'
13.3'
Personal Storage and Manufacturing
43.4'
6,838.1sq ft
424.6'
33.0'
50.7'
73.6'
9,445.3sq ft
405.7'
Personal Storage and Warehousing
38.2'
131.1'

333740
1427221

A 02-32-25-31-0006
T 24-0013

Councilmember Haas Steffen introduced the following resolution and moved for its adoption:

RESOLUTION NO. 99-03-052

A RESOLUTION APPROVING THE ISSUANCE OF A CONDITIONAL USE PERMIT BASED ON FINDINGS OF FACT #0487 AND DECLARING TERMS OF PERMIT TO EXCEED THE TOTAL AMOUNT OF ACCESSORY STRUCTURE SPACE ALLOWED ON A PARCEL OF LAND, AND THE SINGLE BUILDING AREA AND HEIGHT RESTRICTIONS

WHEREAS, the Ramsey City Council adopted Resolution No. 98-03-051 adopting Findings of Fact #0487 for this use and herein approves the Conditional Use Permit subject to the following conditions.

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

On March 23, 1999, a Conditional Use Permit ("CUP") was issued by the City of Ramsey ("City") to Gregory Landowski ("Permittee") for an overage in total accessory structure space, and single building area and height restrictions on the property generally known as 6131 Green Valley Road and legally described as follows:

Lot 10 and 10A, Block 1, Green Valley Estates 2nd Addition, Anoka County, Minnesota

("Subject Property")

This permit is issued pursuant to Section 9.03.04 and 9.11.02 of the Ramsey City Code. The conditions of this permit are as follows:

1. That this resolution shall allow for the construction of a 13,200 square foot indoor riding arena ("Structure') on the Subject Property that shall not exceed 26 feet in height from grade to peak. Said Structure is approved for construction with 29 gauge steel panels, color matched to the home.

2. The Permittee shall obtain all necessary permits prior to commencing any construction of the Structure.

3. That no commercial or industrial activity of any type shall be permitted in said Structure unless the necessary permits have been obtained from the City of Ramsey.

4. That the Permittee shall be responsible for all City costs incurred in administering and enforcing this conditional use permit.

5. That the Permittee herein agrees to remedy a justifiable nuisance complaint resulting from the horse related activities on the property within a 24 hour period. The City Administrator or his/her designee shall have the authority to determine whether a nuisance complaint is justified or not.

6. That the City Administrator, or his/her designee, shall have the right to inspect the premises for compliance and safety purposes annually or at any time, upon reasonable request.

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

Mayor Thomas Gamec
Councilmember Natalie Haas Steffen
Councilmember Terry Hendriksen
Councilmember Susan Anderson
Councilmember Gerald Zimmerman

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

None

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 23rd day of March, 1999.

Gregory Landowski, hereby acknowledge receipt of this permit and that he has reviewed the conditions of this permit and has agreed that he will comply with the terms of this permit.

GREGORY LANDOWSKI

STATE OF MINNESOTA)
) SS.
COUNTY OF Anoka)

On this 12 day of April, 1999, before me a Notary Public, personally appeared Gregory Landowski, a single person, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

JO ANN M. THIELING
NOTARY PUBLIC-MINNESOTA
ANOKA COUNTY
My Commission Expires Jan. 31, 2...

Notary Public

CITY OF RAMSEY:

By: _____
Mayor

By: _____
City Administrator

CITY OF RAMSEY * MINNESOTA * MUNICIPAL CORP. * ANOKA COUNTY

STATE OF MINNESOTA)
) SS.
COUNTY OF ANOKA)

On this 12 day of April, 1999, before me, a Notary Public, personally appeared Thomas G. Gamec and James E. Norman, to me personally known, who, being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Ramsey, the Municipal Corporation named in the foregoing instrument, and seal affixed to said instrument is the corporate seal of said Municipal corporation, and the said instrument was signed and sealed on behalf of said Municipal Corporation by authority of its City Council, and said Thomas G. Gamec and James E. Norman acknowledge said instrument to be the free act and deed of said Municipal Corporation.

JO ANN M. THIELING
NOTARY PUBLIC-MINNESOTA
ANOKA COUNTY
My Commission Expires Jan. 31, 2...

Notary Public

The document was drafted by:
The City of Ramsey
15153 Nowthen Blvd. NW
Ramsey, Minnesota

This document was reviewed by:
Randall, Dehn and Goodrich
2140 Fourth Avenue
Anoka,Mn 55303

TORRENS

Receipt # 48873 / 19.50
Date/Time: 5/06/99 / 17
Doc. Order 1 of 1
✓ by: Recordability: Jap
Filing Fees: 1950
Well Certificate Received this Date:
Refund Rec't #

☐ Certified Copy Date Mailed
☐ Tax Liens / Releases
☐ Multi-Co Doc Tax Pd

☐ Transfer ☐ New Desc.
☐ Division ☐ GAC
☐ Status ☐ Def. Spec
☐ Other ☒ No Change
Notes:

From Cert. # 75097 A # of New Certs.: 0
Tract
Typed
Updated: / Comp. Entry
Comp. Complete

BK 237 PG 57 NO 75097

DOCUMENT NO. 333740.0 TORRENS

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON MAY 06 1999
AT 5:00 PM AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF $19.50 PAID.

RECEIPT NO. 1999048873

EDWARD M. TRESKA
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
BLP
BY _____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

ABSTRACT

Receipt # 48876 / 19.50
Date/Time: 5/6 / 17:00
Doc. Order 1 of 1
✓ by: Pins: N
Recordability / Delqs: BP
Filing Fees: 19.50
Well Certificate Received this Date:
Anoka County Recorder

☐ Certified Copy Date Mailed
☐ Tax Liens / Releases
☐ Multi-Co Doc Tax Pd

☐ Transfer ☐ New Desc.
☐ Division ☐ GAC
☐ Status ☐ Def. Spec
☐ Other ☒ No Change

Notes:

DOCUMENT NO. 1427221.0 ABSTRACT

ANOKA COUNTY MINNESOTA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS FILED IN THIS OFFICE
FOR RECORD ON MAY 06 1999
AT 5:00 PM AND WAS DULY RECORDED.
FEES AND TAXES IN THE AMOUNT OF $19.50 PAID.

RECEIPT NO. 1999048876

EDWARD M. TRESKA
ANOKA COUNTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES
BLP
BY _____
DEPUTY PROPERTY TAX ADMINISTRATOR/RECORDER/REGISTRAR OF TITLES

FILE IN TORRENS

333740.0 TORRENS
RAMSEY CITY OF
ATTN LINDA MEYER
15153 NOWTHEN BLVD NW
ANOKA, MN 55303

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

RESOLUTION #22-085

A RESOLUTION APPROVING A HOME OCCUPATION PERMIT FOR WAREHOUSING OPERATIONS OF A CONTAINER BUSINESS ON THE PROPERTY LOCATED AT 6131 GREEN VALLEY RD NW AND DECLARING TERMS OF PERMIT

RECITALS

1. Jeff Hillman, hereinafter referred to as the "**Permittee**", has properly applied for a Home Occupation Permit (the "**Permit**") to operate a container business (the "**Home Occupation**") on the property located at 6131 Green Valley Rd NW and legally described as follows:

   LOT 10 BLK 1 GREEN VALLEY ESTATES 2ND ADDITION; SUBJECT TO EASEMENTS OF RECORD, Anoka County, Minnesota

   (the "**Subject Property**")

2. That on February 11, 2022, a code enforcement case was opened for a home occupation violation at the **Subject Property**, and a first notice of violation was sent to the **Permittee.**

3. That on February 23, 2022, the **Permittee** contacted Staff and stated that he would address the violations and apply for the Home Occupation Permit.

4. That on March 23, 2022, the **Permittee** submitted a completed questionnaire regarding the **Home Occupation** on the **Subject Property**.

5. That on March 24, 2022, the **Permittee**, submitted a completed land use application for a Home Occupation Permit to operate a container business on the **Subject Property**.

6. That the **Subject Property** is zoned R-1 Residential (Rural Developing) and the surrounding parcels to the east, west, and north are also zoned R-1 Residential (Rural Developing). The parcels to the south of the **Subject Property** are zoned PUD (Planned Unit Development).

7. That the **Subject Property** is approximately 7.20 acres in size and is surrounded by lots ranging in size from 2.60 acres to 8.34 acres.

8. That the **Subject Property** is guided for Rural Developing (residential) in the City's Future Land Use Map.

9. That the **Permittee** owns the **Subject Property**, and will occupy the dwelling while conducting business on the **Subject Property**.

10. That the **Home Occupation** is proposed to be based out of the home, and the 15,510 square foot accessory structure on site where the container equipment and materials will be stored. A site plan has been included.

11. That the **Permittee** has stated there will be at least 400 square feet of garage space reserved for indoor residential parking and storage in an attached garage related to residential use on the **Subject Property**, as established in City Code Section 117-351 (Home Occupation).

12. There are no business signs at the **Subject Property**.

13. That the **Permittee** has stated there will be no more than four (4) employee vehicles coming to the property per day. Employees may not park on Green Valley Road NW.

14. That the **Home Occupation** employs four (4) other employees.

15. That the **Permittee** has proposed to store two (2) semi-trailers, and a dock truck outside related to the **Home Occupation**. Employee vehicles parked at the **Subject Property** are not included in this proposal.

16. That the **Permittee** has stated employee parking will be off of the public street on the driveway.

17. That the **Home Occupation** does not involve operating methods that include transactions with the public (customers, clients, consultants, subcontractors, etc.) on the **Subject Property** but does involve operating the business via phone call and email in an office inside the home. Customers do not come to the **Subject Property**.

18. Hours of operation

19. That the City finds the **Home Occupation** operates beyond the parameters of Level I home occupation permit requirements (City Code Section 117-351 and Ordinance #22-06) and therefore requires Planning Commission and City Council review and approval.

20. That City Staff inspected the **Subject Property** on April 13, 2022, and noted the **Subject Property** is not in compliance with City Code requirements related to home-based businesses related to the request, or off-street parking due to the presence of commercial vehicles.

21. That the Planning Commission met and held a duly noticed public hearing on April 28, 2022, during their regularly scheduled meeting and recommended approval of the **Permit** if the use is strictly for warehousing operations.

22. That the City Council reviewed the request during their regularly scheduled meeting on May 10, 2022, and required additional review of an architectural code analysis at a future regular meeting due to the large size of the structure.

23. That the City Council granted an extension to the request during their regular meeting on June 14, 2022.

24. That the Permittee submitted an architectural code analysis for review to the City.

25. That the City Council reviewed the request during their regularly scheduled meeting on July 12, 2022, and approved/denied the request.

FINDINGS OF FACT

1. That the proposed use **will not** adversely impact traffic in the area.

2. That the proposed use **will not** be compatible with the residential neighborhood due to (in part) density, lot size and use of the surrounding lots.

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

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

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

6. That the proposed use **will** be served adequately by public facilities and services such as highways and streets.

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

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

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

That the request for a Home Occupation Permit (the "**Permit**") for the operation of J. Hill Container Company on the **Subject Property** is hereby approved pursuant to Sections 117-51 and 117-351 of the Ramsey City Code with the following conditions:

1. That this agreement shall permit the **Home Occupation** of a corrugated box container business on the **Subject Property** pertaining to manufacturing and warehousing operations.

2. That customers never visit the **Subject Property**.

3. That equipment and vehicles will be placed on the driveway; not at any time on the public streets.

4. That the **Permittee** shall complete all building modifications noted in the supplied Architectural Code Analysis through a complete and detailed building permit application, subject to revisions required by the Building Official and Fire Marshall, and receive all necessary permits, inspections, and approvals prior to continuing business operations. Until the building and site improvements are made, business operations must cease.

5. That the **Permittee** agrees there will be no exterior evidence of the **Home Occupation** permitted on the **Subject Property** unless in compliance with Chapter 117-351 (Home Occupations) of City Code except the vehicles mentioned above, and employee vehicles during hours of operation.

6. That the **Permittee** is responsible to verify and ensure that the structure(s) is compliant with all applicable state and local codes.

7. That should the **Permittee** die or should the **Subject Property** be sold, the **Permit** shall be automatically terminated, except that in the case of death, should a surviving spouse or child, residing at the same address, desire to continue the **Home Occupation**, written notice to that effect shall be given to the Zoning Administrator may authorize continuation of the **Permit** without further hearing.

8. The **Permittee** shall reside on the **Subject Property**; if the **Permittee** does not reside on the **Subject Property**, the **Permit** shall be automatically terminated.

9. That the **Permittee** agrees that if the operation expands, they will notify the City of Ramsey and reapply for a **Permit**, including any operations pertaining to manufacturing of the corrugated boxes.

10. That adequate water supply and on-site sewage disposal facilities shall be the responsibility of the **Permittee**.

11. The **Permittee** shall be responsible for obtaining and having in full force and effect all applicable State, County and City licenses. This includes a Business License with the City and registering with the State of Minnesota. The **Permit** will not be issued until all required permits/licenses are received.

12. The **Permittee** shall be responsible for all costs incurred in the administration and enforcement of this **Permit**.

13. That the City Administrator, or his/her designee, shall have the right to inspect the **Subject Property** for compliance and safety purposes annually or at any time, upon reasonable request to the **Permittee**.

14. That the **Permittee** agrees to take additional measures to keep the **Subject Property** in compliance with City Code regulations related to off-street parking and nuisance violations.

15. That the allowed hours of operation are __:00 a.m. to __:00 p.m., Monday through Friday barring any inclement weather or holidays. If holiday or weather changes the regular schedule, the **Permittee** may shift hours of operation to Saturday or Sunday; weekend hours of operation are __:00 a.m. to __:00 p.m. and pursuant to limit of five (5) total workdays per week. The **Permittee** may not expand the hours of operation on any day without express consent from the City. The **Permittee** is limited to five (5) total workdays per week.

16. That this **Permit** does not authorize a future homeowner of the **Subject Property** from utilizing the detached accessory building for a home-based business.

17. That there shall be no outdoor storage at any time related to the **Home Occupation** besides the three (3) vehicles associated with the use.

18. That the salvage of inoperable commercial vehicles for purposes of parts for other operable commercial vehicles is not a permitted use within the District and is declared a public nuisance.

19. That the use shall not cause any other nuisance violations or City Code violations, and the **Subject Property** must remain in compliance with off-street parking violations, public nuisance code provisions, and in compliance with the International Property Maintenance Code. This includes but is not limited to: no junk being stored outside, parking only on the driveway(s), no driving on the grass, etc.

20. That the City reserves the right to revoke the permit for any violation of the above conditions.

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 approved and adopted by the Ramsey City Council this the 12th day of July, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Jeff Hillman, a single person, owner of fee title to the **Subject Property**, hereby acknowledges receipt of this **Permit** and has reviewed the conditions of this **Permit** and has agreed to comply with the terms of this **Permit**.

JEFF HILLMAN

_____

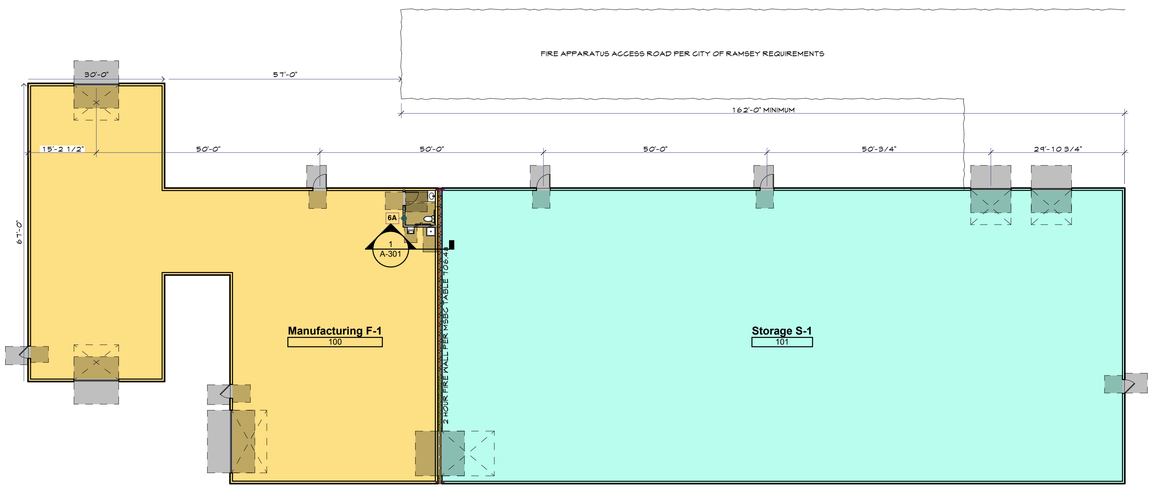
STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me a Notary Public, personally appeared Jeff Hillman, a single person, fee title owner of the **Subject Property**, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____
Notary Public

Hill Container Company-Warehouse Compliance

6131 Green Valley Road
Ramsey, MN, 55303



2 G-003

CODE PLAN

SCALE: 1/16" = 1'-0"

CODE SUMMARY

APPLICABLE CODES:	2020 MINNESOTA STATE BUILDING CODE		
	2020 MINNESOTA STATE MECHANICAL AND FUEL GAS CODE		
	2020 MINNESOTA STATE FIRE CODE		
	2020 MINNESOTA STATE PLUMBING CODE		
	2020 MINNESOTA STATE ACCESSIBILITY CODE		
	2020 MINNESOTA STATE ENERGY CODE		
	2020 NATIONAL ELECTRICAL CODE		
PROJECT INFORMATION:	PROJECT NAME:	Hill Container Company-Warehouse Compliance	
	PROJECT ADDRESS:	6131 Green Valley Rd, Ramsey Ramsey, MN 55303	
	PROJECT DESCRIPTION:	Existing warehouse compliance	
	TYPE OF CONSTRUCTION:	VB-nonsprinklered	
	OCCUPANCY CLASSIFICATION:	F-1, S-1 U (alternate classification to F-1)	
	REQUIRED FIRE SEPARATION(S):	2 hour fire wall per	
	ALLOWABLE FLOOR AREA:	F-1: 8,500 sf S-1: 9,000 sf	U: 5,500 sf (alternate classification to F-1)
	MAXIMUM NUMBER OF STORIES:	2 Stories	
	PROPOSED FLOOR AREA:	F-1: 5,405 sf S-1: 10,105 sf	U: 5,405 sf (alternate classification to F-1)
	PROPOSED NUMBER OF STORIES:	1 Story	
RATING REQUIREMENTS:	STRUCTURAL FRAME:	0 Hours	
	BEARING WALLS - EXTERIOR:	0 Hours	
	BEARING WALLS - INTERIOR:	0 Hours	
	NON-BEARING WALLS AND PARTITIONS- EXTERIOR:	(See Table 602)	
	NON-BEARING WALLS AND PARTITIONS - INTERIOR:	0 Hours	
	FLOORS CONSTRUCTION:	0 Hours	
	ROOFS CONSTRUCTION:	0 Hours	
FIRE PROTECTION INFORMATION:	FIRE EXTINGUISHING SYSTEM:	---	
	NUMBER OF EXITS REQUIRED:	Minimum 2	
	MAXIMUM TRAVEL DISTANCE:	75'-0"	

PLUMBING FIXTURES:

	Water Closets		Lavatories		Drinking Fountains	Service Sinks
Ratio:	M (1/100)	F (1/100)	M (1/100)	F (1/100)	(1/400)	
Required:	105	105	105	105	1	1
Provided:	Separate facilities not provided per MSBC 2902.2					

Warehouse occupant load not included in calculation per MSBC 2902.1 exception

OCCUPANCY CLASS LEGEND

COLOR	OCCUPANCY CLASS		COLOR	OCCUPANCY CLASS	
	A-1	THEATERS		H-5	HIGH HAZARD
	A-2	RESTAURANTS		I-1	INSTITUTIONAL - HOUSING
	A-3	OTHER		I-2	INSTITUTIONAL - HOSPITALS
	A-4	SPORTS		I-3	INSTITUTIONAL - PRISIONS
	A-5	OUTDOORS		I-4	INSTITUTIONAL - DAY CARE
	B	BUSINESS		M	MERCANTILE
	E	EDUCATIONAL		R-1	RESIDENTIAL - HOTELS
	F-1	FACTORY - MODERATE HAZARD		R-2	RESIDENTIAL - APARTMENTS
	F-2	FACTORY - LOW HAZARD		R-3	RESIDENTIAL - TEMPORARY
	H-1	HIGH HAZARD		R-4	RESIDENTIAL - 5 - 16 OCCUPANTS
	H-2	HIGH HAZARD		S-1	STORAGE - MODERATE HAZARD
	H-3	HIGH HAZARD		S-2	STORAGE - LOW HAZARD
	H-4	HIGH HAZARD		U	UTILITY

CODE SUMMARY SPACE INVENTORY

NUMBER	ROOM NAME	AREA (Sq Ft)	OCCUPANCY CLASS	FUNCTION OF SPACE	LOAD FACTOR	OCC'S
100	Manufacturing F-1	5,405.15	F-1 Factory-Moderate	H-5 Fabrication and manufacturing areas	200	28
101	Storage S-1	10,105.26	S-1 Storage-Moderate	Warehouses	500	21
		15,510.41 ft²				49

NEGEN
ASSOCIATES
Architecture | Interior Design | Planning

STUDIO 700 41st Avenue North
St. Cloud, Minnesota USA 56303
TELEPHONE 320.251.3304
WEB www.negenarchitects.com

Consultant

Certification
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.
Print Name: Lon Negen
Signature:
Date: 7/5/22 License No: 41402

Hill Container Company-Warehouse Compliance

6131 Green Valley Road Ramsey, MN 55303

Revisions

MARK	DATE

COMM. NO.:	Project No.
ARCHITECT:	#Contact Full Name
DATE:	7/5/22
DRAWN BY:	CAD Technician Full Name

The designs shown and described herein including all technical drawings, graphics, and models thereof, are proprietary and cannot be copied, duplicated or commercially exploited, in whole or in part, without the expressed written consent of Negen & Associates, Inc. These are available for limited review and evaluation by clients, consultants, contractors government agencies vendors and office personnel only in accordance with this notice.

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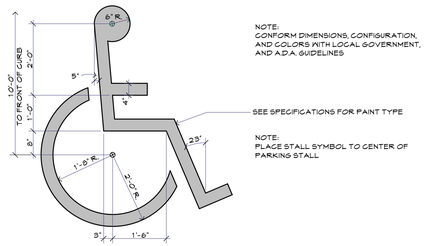
City Submittal

Code Information

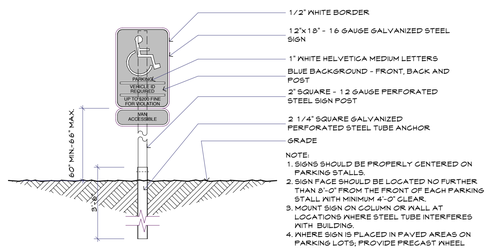
G-003

BIMcloud: Server local - BIMcloud Basic for Archicad 25\Hillman Container\SD1.0 Tuesday, July 5, 2022 3:16 PM



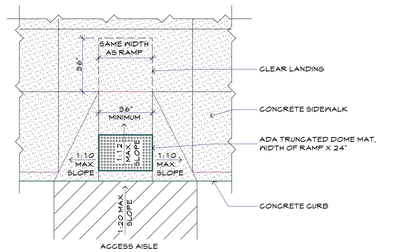
1 G-004 **Accessibility Parking Stall**

SCALE: 1/2" = 1'-0"



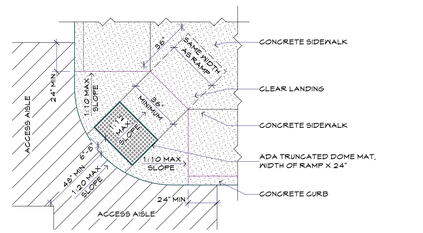
2 G-004 **Accessible Parking Stall-Sign**

SCALE: 3/4" = 1'-0"



3 G-004 **Accessible Curb Ramp**

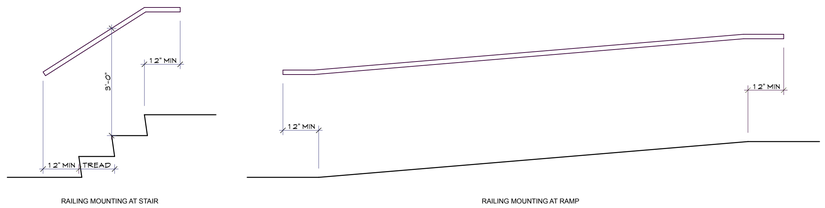
SCALE: 1/4" = 1'-0"



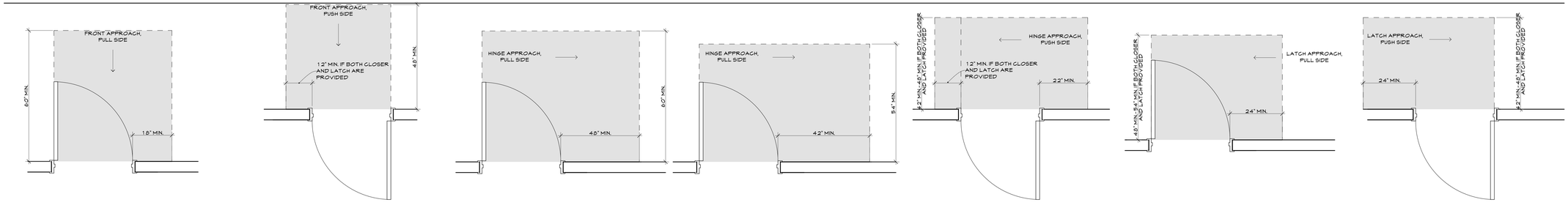
4 G-004 **Corner Curb Ramp Detail**

SCALE: 1/4" = 1'-0"

TYPICAL RAILING MOUNTING HEIGHTS



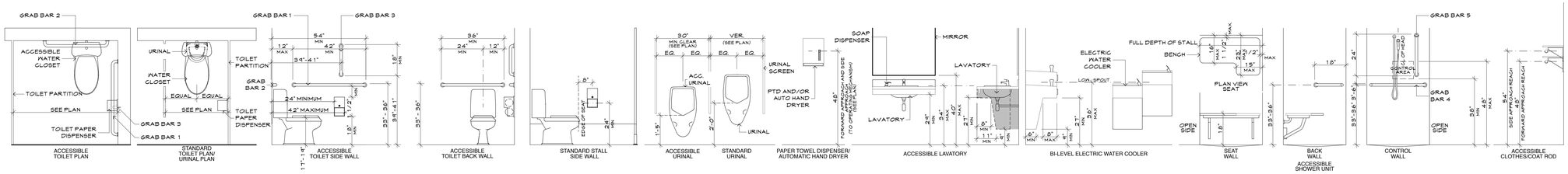
MANEUVERING CLEARANCE AT MANUAL SWINGING DOORS

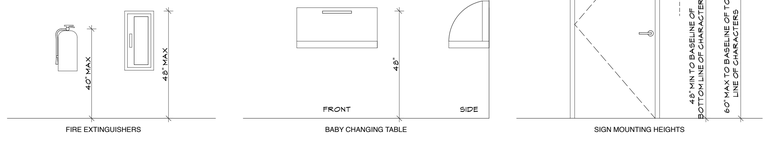


STANDARD FIXTURE MOUNTING HEIGHTS

NOTES:

1. DIMENSIONED ITEMS TYPICAL UNLESS NOTES OTHERWISE (U.N.O.) - SEE INTERIOR ELEVATIONS
2. DISPLAYED FIXTURE TYPES ARE SHOWN FOR GRAPHIC REPRESENTATION ONLY AND MAY NOT REPRESENT EXACT FIXTURE CONFIGURATION.
3. NOT ALL FIXTURES SHOWN MAY BE USED IN PROJECT - SEE FLOOR PLAN AND SPECIFICATIONS FOR FIXTURES USED.





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WEB www.negenarchitects.com

Consultant

Certification
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of Minnesota.
Print Name: Lon Negen
Signature:
Date: 7/5/22 License No: 41402

Hill Container Company- Warehouse Compliance

6131 Green Valley Road Ramsey, MN 55303

Revisions

MARK	DATE

COMM. NO.: Project No.

ARCHITECT: #Contact Full Name

DATE: 7/5/22

DRAWN BY: CAD Technician Full Name

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City Submittal

Accessibilty Requirements

G-004

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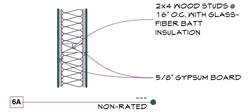
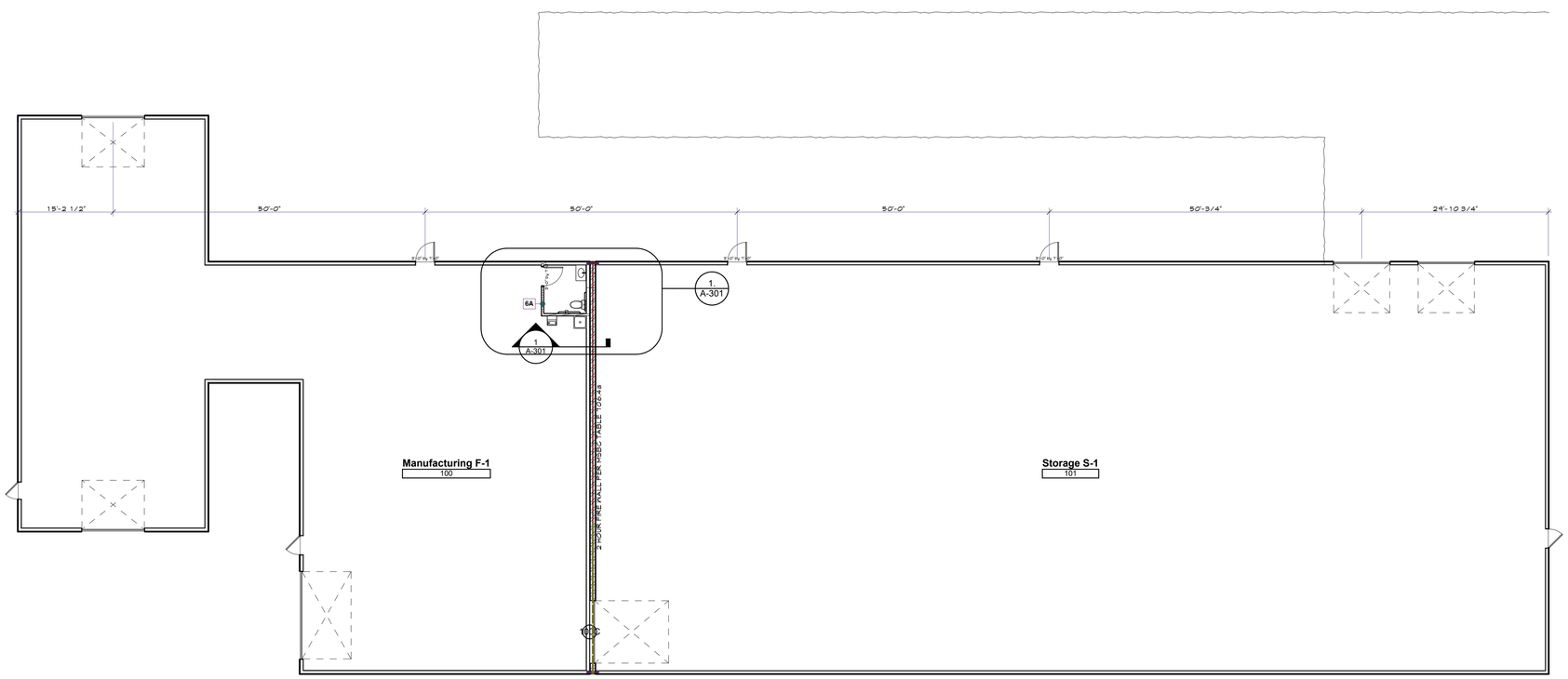
PARTITION SCHEDULE





Floor Plan

SCALE: 3/32" = 1'-0"

2
A-109

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Print Name: Lon Negen
Signature:
Date: 7/5/22 License No: 41402

Hill Container Company-Warehouse Compliance

6131 Green Valley Road
Ramsey, MN 55303

Revisions

MARK	DATE

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ARCHITECT:	#Contact Full Name
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DRAWN BY:	CAD Technician Full Name

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First Floor Plan

A-109

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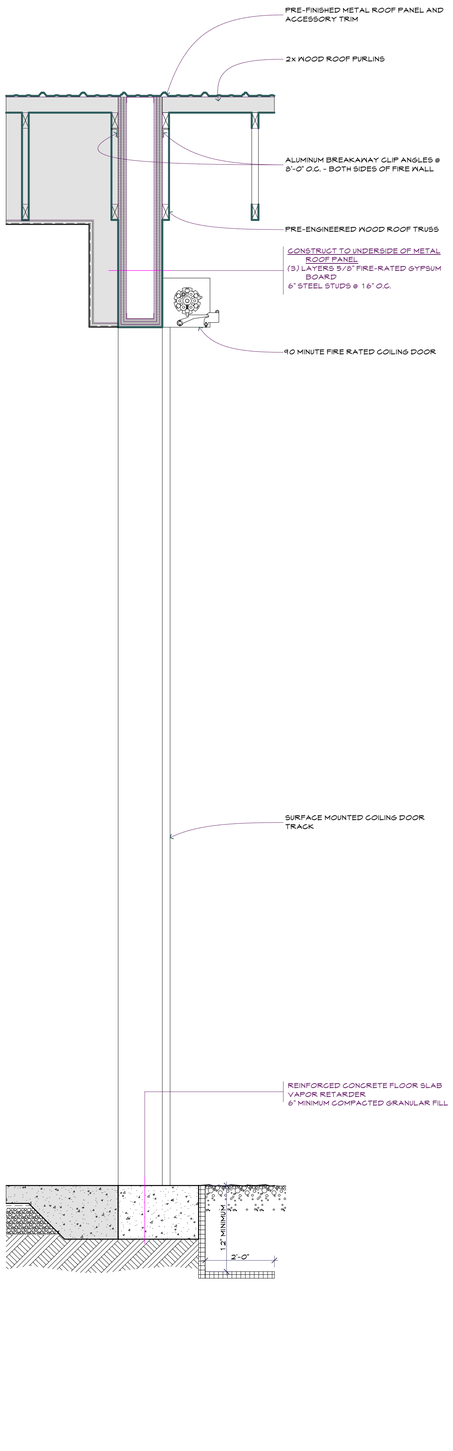
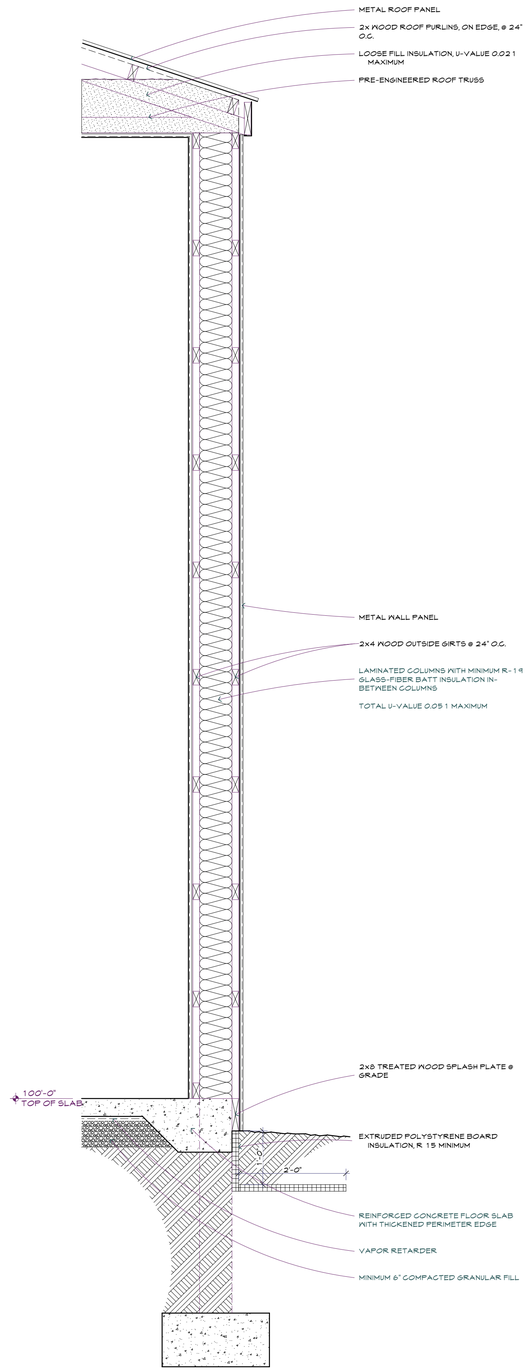


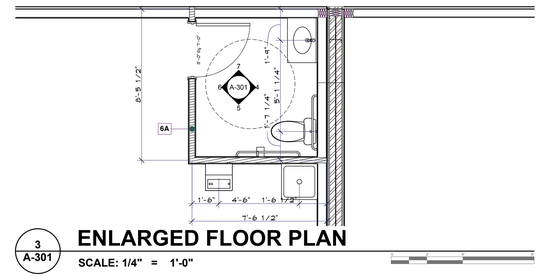
1 A-301 **Wall Section**

SCALE: 3/4" = 1'-0"



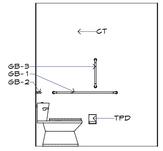
2 A-301 **Wall Section**

SCALE: 3/4" = 1'-0"



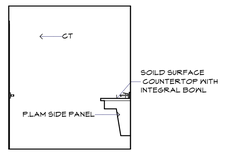
3 A-301 **ENLARGED FLOOR PLAN**

SCALE: 1/4" = 1'-0"



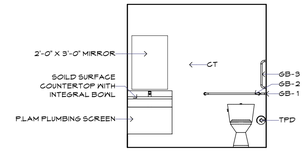
5 A-301 **INTERIOR ELEVATION**

SCALE: 1/4" = 1'-0"



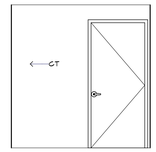
7 A-301 **INTERIOR ELEVATION**

SCALE: 1/4" = 1'-0"



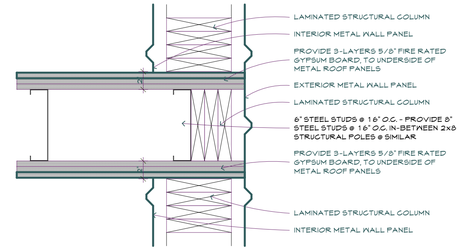
4 A-301 **INTERIOR ELEVATION**

SCALE: 1/4" = 1'-0"



6 A-301 **INTERIOR ELEVATION**

SCALE: 1/4" = 1'-0"



8 A-301 **DETAIL**

SCALE: 1 1/2"= 1'-0"

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Revisions

MARK	DATE

COMM. NO.:	Project No.
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DRAWN BY:	CAD Technician Full Name

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City Submittal

Details

A-301

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CC Regular Session **7. 3.**

Meeting Date: 07/12/2022

By: Brian Hagen, Community Development

Information

Title:

Adopt Resolution #22-125 Approving Site Plan, Preliminary Plat and Final Plat for PACT Addition and PACT Charter School

Purpose/Background:

The City has received an application from JB Vang (the "Applicant") for a Site Plan, Preliminary Plat, and Variance related to a proposed new 6-12 grade campus at 7633 161st Avenue NW (the "Subject Property") for PACT Charter School ("PACT"). PACT would continue school operations at their current location (7250 East Ramsey Parkway) for grades K-5. In February of this year, the Planning Commission conducted a Public Hearing for a requested Comprehensive Plan Amendment and Zoning Amendment to re-guide and rezone a portion of the Subject Property to accommodate the proposed school use. In March of 2022, the City Council did approve both the Comprehensive Plan Amendment and Zoning Amendment, contingent upon approval of the Preliminary Plat.

On May 26, 2022, the Planning Commission conducted another Public Hearing, which focused on the Site Plan, Preliminary Plat, and a requested Variance, all related to the proposed new school. The Planning Commission did approve the variance, which allowed for a reduced setback for parking adjacent to the vacant land owned by Saint Katharine Drexel Church. The Planning Commission did close the Public Hearing; however, action on the Site Plan and Preliminary Plat was tabled to the June 23, 2022 meeting. The Planning Commission directed the Applicant to analyze a 'right-in' only bus access from Variolite Street, provide more information regarding potential noise from the proposed use, and improve their stormwater management plans.

Notification:

Staff had attempted to notify property owners within 700 feet of the Subject Property, as reflected in the Anoka County Property Records, of the May 26, 2022 Public Hearing related to the Site Plan, Preliminary Plat, and Variance. A notice of that Public Hearing was also published in the Anoka County UnionHerald, the City's official newspaper. The Planning Commission held the Public Hearing and closed it, and thus no additional notification was required.

Time Frame/Observations/Alternatives:

General Summary and Background Information

The Subject Property is approximately thirty-three (33) acres in size and is located at the northeast corner of Variolite Street and 161st Avenue. As noted above, the City Council approved a Comprehensive Plan Amendment and Zoning Amendment in March of this year, re-guiding and rezoning the western eighteen (18) acres of the Subject Property to Public/Institutional (from Low Density Residential) and Public/Quasi-Public (from R-1 Residential (MUSA) - 80), contingent upon approval of the Preliminary Plat. The Subject Property abuts Central Park to the west and abuts residential parcels to the north, zoned R-1 Residential (Rural Developing), is across the street from residential properties to the south (R-1 Residential Rural Developing) and east (R-1 Residential MUSA - 80). The plat would create one buildable lot for PACT, dedicate about 0.90 acres as parkland, and create two (2) outlots that would be retained by the property owner (Saint Katharine Drexel Church).

Preliminary Plat

The proposed subdivision would create four (4) parcels: a 0.90 acre parcel to be dedicated to the City as parkland (northeast corner of plat, abutting Central Park); a 17 acre buildable lot for the proposed school; two (2) outlots, one of which is anticipated to be the site of a new church (this is not part of this project, but that is the intended future use). The proposed plat meets all the bulk standards in terms of lot size, lot width, and lot depth.

Site Plan
The proposed school facility has a building footprint of approximately 73,000 square feet and would be two (2) stories. The Applicant has shared recently that the school building may be constructed in phases. This is due in large part to current market conditions related to construction and financing costs. The proposed height would be less than thirty-five (35) feet, which is the maximum allowed. Parking would be provided on all four sides of the school. The proposal also includes an athletic field north of the school, track and field areas. The building appears to exceed all required setbacks from property lines, as do the proposed parking and maneuvering areas, with the exception of the eastern property boundary (common lot line between the school and the future church site). On May 26, 2022, the Planning Commission did approve a variance for a reduced parking and maneuvering area setback along the eastern boundary Lot 1, Block 1.

Building Architecture
The exterior finish of the school will include a combination of color integrated precast concrete panels, a small percentage of metal paneling as an accent, and windows. Additionally, a waste enclosure is also proposed and would consist of Concrete Masonry Units (CMUs) with composite wood decking boards for a gate. The Site Plan does identify an area abutting, but outside, the waste enclosure, as a 'Farm Bin'. Staff has asked for clarification on what this is and why it is outside the enclosure. The exterior finish materials of the school and waste enclosure meet the standards of the B-1 General Business District.

Streets and Access
There are no new roads proposed. The Subject Property is between Armstrong Boulevard (Minor Arterial) and Variolite Street (Major Collector) and will be accessed from 161st Avenue (a Municipal State Aid or MSA street, which are generally designed or intended for higher volumes of traffic than typical local roads). There are two (2) proposed access points on 161st Avenue. The eastern access will serve as the bus entrance and ingress/egress for pick-up/drop-off and staff parking. The western access will serve as the bus exit and ingress/egress for the student drivers. A third access was shown as part of the Conceptual Site Plan in February of this year, but that has since been eliminated.

At the May 26, 2022 meeting, the Planning Commission directed the Applicant to analyze the potential of a 'right-in/out' bus only access off of Variolite Street. The Applicant's Traffic Engineer provided a response to the bus only access to Variolite, and did not support this. City Engineering Staff also do not support an access on Variolite Street due to safety concerns associated with the restricted sight distance related to the vertical curvature of Variolite Street.

A ten (10) foot wide bituminous trail is required from Variolite Street to the eastern boundary of Central Park. While the plans were updated to provide sidewalks adjacent to each vehicle entrance, including crosswalks connecting to the school, the plans still do not show the required trail along 161st Avenue. The City is currently reviewing options for the reconstruction of 161st Avenue, as either a 2023 or 2024 project (scheduled for 2024 but would make sense to bump it up to 2023). The reconstruction will include the 10-foot bituminous trail, but it should be reflected on the plans. If the installation of the public trail results in significant tree loss in this green space, which is likely, Staff would recommend that PACT install a 3-4 foot tall berm that is densely landscaped. This would help provide some visual relief for the neighbors south of 161st Avenue.

Parking
The Applicant provided a summary of parking needs and proposed parking. At full capacity, PACT anticipates a student population of 790 students, 130 full-time faculty and staff, and another roughly 30 part-time staff. PACT anticipates about fifteen percent (15%) of the student population will drive themselves to school with the remainder of the students riding the bus (60%) or getting dropped off and picked up by parents (25%). The Site Plan includes a total of 291 parking stalls. While City Code does not specifically address parking requirements for schools, this does seem reasonable.

The Applicant's narrative also indicates that there are ongoing discussions with Saint Katharine Drexel Church about the possibility of shared parking for events. The typical operating hours of the two uses would be offsetting and thus, this seems like a reasonable approach to accommodate various events. A Shared Parking Agreement

would need to be executed and recorded against both properties.

Traffic Impact Study (Engineering Staff Comments)
Engineering staff reviewed the traffic impact study (TIS) which indicates that no improvements are needed on local streets to offset traffic impacts associated with the PACT Charter School and the Saint Katherine Drexel Church developments. Engineering Staff generally approve of the data used to prepare the TIS but would like to better understand the impacts to traffic on 161st Avenue due to the anticipated queuing of vehicles during morning student drop-off times. Engineering staff also want to be certain that buses queuing in the northbound left turn lane on Variolite Street at 161st Avenue will not fill the turn lane and extend into the through lane of northbound Variolite Street, which could result in vehicles using the shoulder to pass buses or other vehicles queued in the left turn lane.

Tree Preservation and Landscaping
The Environmental Policy Board (EPB) reviewed the natural resources elements of the request at their May 16, 2022 meeting. The EPB did recommend approval of these aspects of the project with certain contingencies. First, was that there should be a greater attempt to preserve some of the oak forest area in the northeast part of the school site. The EPB felt this would assist in addressing concerns raised by neighbors about light and noise from the athletic field. Secondly, the EPB recommended that reforestation, rather than restitution, be the primary tool to satisfy the tree preservation requirements (necessary because tree removals exceed 70%). Again, their reasoning was that additional plantings could be strategically located throughout the site to try and mitigate concerns of surrounding neighbors. Finally, the EPB was supportive of the installation of some of the plantings in Central Park should there not be sufficient space on the Subject Property.

The revised plans appear to preserve one (1) additional oak tree near the wetland setback (northeast portion of site). However, with the reconfigured stormwater basin, which was enlarged and extended eastward, close to twenty (20) additional trees, mostly oaks, will be removed. Both tree preservation and stormwater management have been identified as concerns by the public. Based on the present layout of the proposed improvements, it will be challenging to preserve the oak forest, or portions thereof, while meeting the minimum stormwater management requirements.

The revised Landscape Plan does include an additional sixty (60) trees installed on site. The majority of the additional plantings are focused around the stormwater basin north and east of the proposed athletic field. While the Applicant was unable to preserve more of the existing oak forest, these additional trees will, over time, provide some buffering between the school and the residential parcels to the north. The revised plan notes that 441 trees (2.5" caliper) are still required for reforestation and that satisfaction of this will be accomplished via restitution or off-site plantings, which is not consistent with the EPB's recommendation.

Lighting
A Photometric Plan was submitted for both the area around the school and the athletic field. It shows that at the perimeter of the property, where it abuts or is across from existing residential properties, the lighting will be less than one (1) footcandle at ground level. Traditional parking lot lighting will be utilized around the school. There will be four (4) eighty (80) foot tall light structures to illuminate the athletic field (when in use). These fixtures will include glare shields to aid in focusing the light on the playing areas. The lighting standards in City Code appear to have been designed for parking areas, signs, and around buildings (security lighting) and do not directly address the lighting typically used for athletic fields, nor are there any specific regulations restricting footcandles at property boundaries. The Photometric Plan does indicate less than one (1) footcandle along the northern property boundary (adjacent to existing residential properties).

Noise
The Planning Commission, as part of its motion on May 26, 2022, directed the Applicant to provide a noise study that would demonstrate anticipated noise levels at property boundaries. The Applicant worked with a potential speaker vendor (they do not have an executed contract with this vendor yet) to develop a generalized plan sheet, with the assumption of a scoreboard mounted PA system at the north side of the athletic field, facing south. Under this assumption, decibel levels would be less than 60 along the northern, southern, and eastern boundaries of the plat. The Applicant has noted that this is just a starting point, and after they have an executed contract with a speaker vendor, can provide more specific sound mapping for the PA system.

As noted last month, per the Minnesota Pollution Control Agency, this use is subject to Noise Area Classification 1 standards. Thus, all parts of the operation will need to comply with the state decibel standards. If necessary or desired, the City and school could work to identify a time after which the PA system would not be utilized as a good faith gesture to the surrounding neighborhood. This is something that could be addressed within the Development Agreement.

Park Dedication
Approximately a year ago, the Parks and Recreation Commission discussed park dedication for this property (under the assumption it would eventually develop as a residential neighborhood). At that time, the Parks and Recreation Commission recommended that park dedication be satisfied via land, rather than cash payment, to accommodate an expansion of a flex use field. In May of 2022, the Parks and Recreation Commission reaffirmed this recommendation. The Site Plan and Plat both include a roughly 0.90 acre parcel in the northwest corner of the Subject Property being dedicated as Park in accordance with this recommendation. City Staff further requested plans show a potential future connection between Central Park and the school campus. The intent was to show potential access between the two sites to accommodate shared parking needs for both activities hosted in the park and at the school campus. An agreement may be considered in the future.

Stormwater Management (Engineering Staff Comments)
The Lower Rum River Watershed Management Organization (LRRWMO) requires developers to meet various minimum stormwater management standards when designing their projects. The development plans and stormwater design calculations are reviewed for conformance by City Staff and the LRRWMO engineer before a stormwater permit is approved for the development. The LRRWMO standards require the provided stormwater treatment facilities to provide at least an annual removal efficiency of sixty percent (60%) phosphorus and at least an annual removal efficiency of ninety percent (90%) total suspended solids. In addition, post-development peak runoff rates shall not exceed existing peak runoff rates for the 2, 10, and 100 year storm peak discharges, and a volume equal to one inch of runoff from all impervious surfaces on the site shall be infiltrated on-site. Stormwater permit applications are submitted to the City and then forwarded to LRRWMO once they substantially meet the requirements. To date, the permit application has not been forwarded to the LRRWMO due to revisions being required. The applicant is working with City Staff to revise the plans. It is anticipated the permit application will be forwarded to LRRWMO in July for consideration at their August meeting.

The Planning Commission held a Public Hearing on May 26, 2022. A number of written and verbal comments were received. The primary concerns identified at the Public Hearing relate to traffic, stormwater management, light and noise pollution, and tree preservation. The Planning Commission did close the Public Hearing but tabled action on the Site Plan and Preliminary Plat and provided specific direction to the Applicant regarding reassessing a potential 3rd access, providing more detailed information about noise, and refining the stormwater management plans.

The Applicant did meet with several residents on June 16, 2022, to discuss the project in more detail and to discuss concerns that have been raised to date. Staff was not involved in this meeting. The Applicant may wish to provide an update to the City Council on the outcome(s) of that meeting.

Alternatives

Alternative 1: Adopt Resolution #22-125.

Alternative 2: Adopt Resolution #22-125 with additional conditions.

Alternative 3: Table Resolution #22-125 with direction to applicant for revisions.

Alternative 4: Deny Resolution #22-125 based on certain findings.

Funding Source:

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

Recommendation:

Planning Commission recommends approval of the Preliminary Plat and Site Plan. The vote total was four in favor, one opposed and two abstained due to conflict of interest.

Outcome/Action:

Motion to adopt Resolution #22-125 approving Site Plan, Preliminary Plat and Final Plat for PACT Addition and PACT Charter School

---

Attachments

Site Location Map
Site Plan
Preliminary Plat
Final Plat
Exterior Elevations
Grading Plan
Landscape Plan
Paving Plan
Photometric Plan
Sound Information
Tree Preservation Plan
Utility Plan
Traffic Impact Study
Traffic Impact Study Additional Concerns Memo
Traffic Circulation
ProjectDox Staff Review Comments
Draft EPB Minutes May 16, 2022
Official PC Minutes May 26, 2022
Draft PC Minutes June 23, 2022
Public Comments Received
ACTION Resolution #22-125

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	07/07/2022 12:27 PM
Form Started By: Brian Hagen		Started On: 07/05/2022 08:27 AM
Final Approval Date: 07/07/2022		

Site Location Map

7633 161ST AVE NW

16-32-25-24-0002

Legend

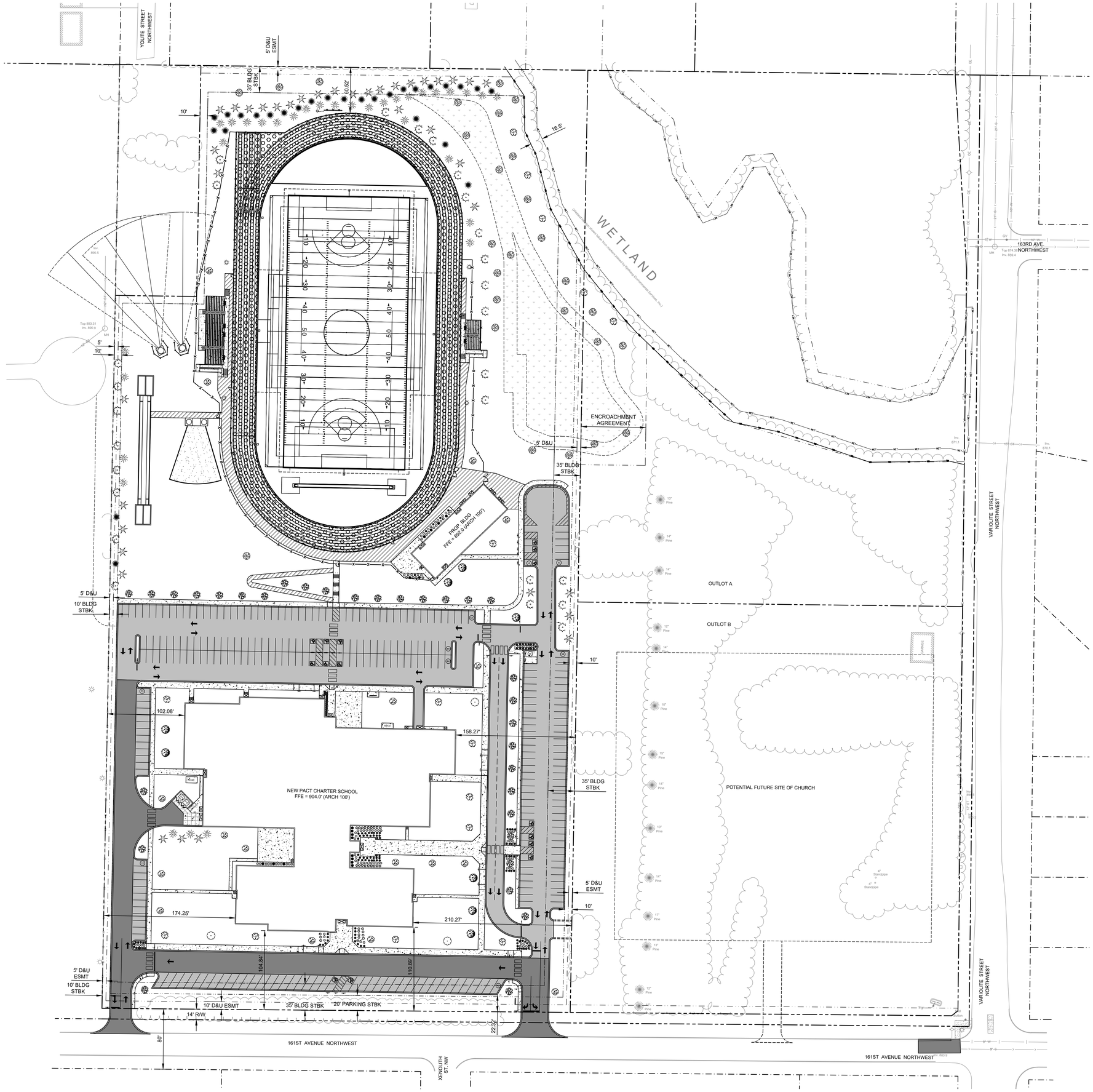
Site

Parcels

N

Print Date: February 17, 2022

0 1,000 2,000 Feet



SITE DATA

Original Site Area	=	18.0 acres
Right-of-Way Dedication (14')	=	0.20 acre
Developed Site Area	=	17.80 acres
Park Dedication (5%)	=	0.89 acre
Final Site Area	=	16.91 acres

Building Setbacks:
- Front Yard = 35'
- Side Yard: 10' or 35' abutting residential
- Rear Yard = 35'

Parking Setbacks:
- From Right-of-Way = 20'
- From Residential Lot = 35'
- From Park land= 0'.

School Building footprint	= 73,275 S.F.
Concession Bldg footprint	= 6,209 S.F.
Pressbox footprint	= 378 S.F.
Total structure coverage	= 79,862 S.F. (10.8% < 35%)

Parking Tabulation:

East Lot (staff)	=	74 stalls
South Lot (staff & visitor)	=	43 stalls
West Lot (student)	=	25 stalls
North Lot (student)	=	139 stalls
Fields Lot	=	10 stalls
Total	=	291 stalls

Bus Parking (South lot): 488 ft / 40' bus = 12 buses

POPE ARCHITECTS

POPE ARCHITECTS, INC.
767 NORTH EUSTIS ST. SUITE 190
ST. PAUL, MN 55114
(651) 642-9200 | FAX (651) 642-1101
www.popearch.com

PACT Charter School

Larson Engineering, Inc.
3524 Labore Road
White Bear Lake, MN 55110
651.481.9120 (f) 651.481.9201
www.larsonengr.com
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PACT CHARTER SCHOOL
RAMSEY, MN

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

OVERALL PLAN

Notes and Revisions:

CITY RE-SUBMITTAL	6.10.2022

I hereby certify that this plan, specifications 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.

Eric G. Meyer, P.E.

Date: 06.10.2022 Lic. No.: 44592

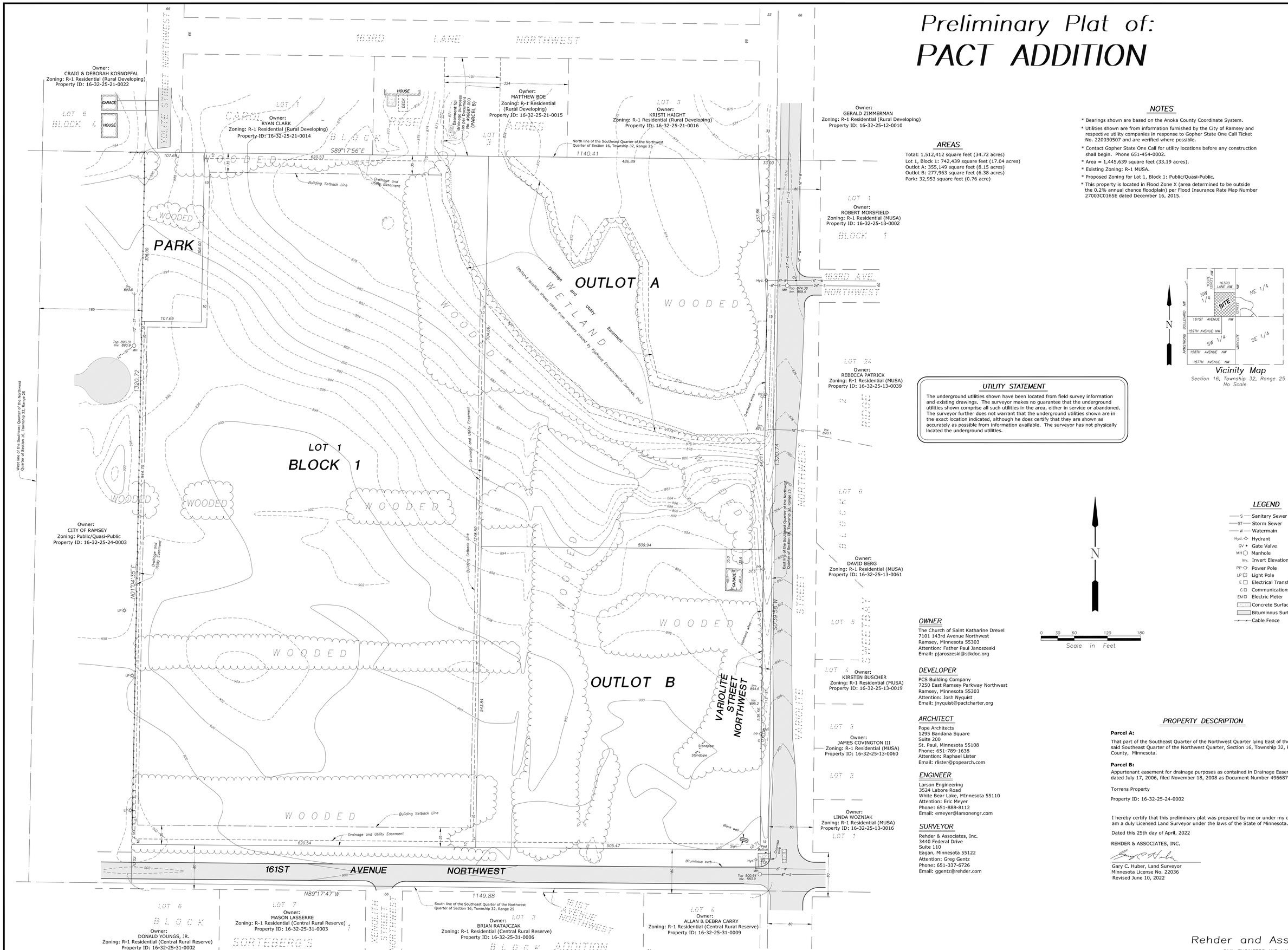
Estimate No.	12216178
Drawn by:	MTH
Checked by:	EGM

SHEET

C000

TRUE SHEET SCALE
0" 1/2" 1"

Preliminary Plat of:
PACT ADDITION



AREAS

Total: 1,512,412 square feet (34.72 acres)
Lot 1, Block 1: 742,439 square feet (17.04 acres)
Outlot A: 355,149 square feet (8.15 acres)
Outlot B: 277,963 square feet (6.38 acres)
Park: 32,953 square feet (0.76 acre)

NOTES

* Bearings shown are based on the Anoka County Coordinate System.
* Utilities shown are from information furnished by the City of Ramsey and respective utility companies in response to Gopher State One Call Ticket No. 220030507 and are verified where possible.
* Contact Gopher State One Call for utility locations before any construction shall begin. Phone 651-454-0002.
* Area = 1,445,639 square feet (33.19 acres).
* Existing Zoning: R-1 MUSA.
* Proposed Zoning for Lot 1, Block 1: Public/Quasi-Public.
* This property is located in Flood Zone X (area determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map Number 27003C0165E dated December 16, 2015.

UTILITY STATEMENT

The underground utilities shown have been located from field survey information and existing drawings. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated, although he does certify that they are shown as accurately as possible from information available. The surveyor has not physically located the underground utilities.

Vicinity Map
Section 16, Township 32, Range 25
No Scale

LEGEND

- S — Sanitary Sewer
- ST — Storm Sewer
- W — Watermain
- Hyd. — Hydrant
- GV — Gate Valve
- MH — Manhole
- Inv. — Invert Elevation
- PP — Power Pole
- LP — Light Pole
- E — Electrical Transformer
- C — Communications Pedestal
- EM — Electric Meter
- Concrete Surface
- Bituminous Surface
- Cable Fence

OWNER

The Church of Saint Katharine Drexel
7101 143rd Avenue Northwest
Ramsey, Minnesota 55303
Attention: Father Paul Janoszeski
Email: pJaroszeski@stkdoc.org

DEVELOPER

PCS Building Company
7250 East Ramsey Parkway Northwest
Ramsey, Minnesota 55303
Attention: Josh Nyquist
Email: jnyquist@pactcharter.org

ARCHITECT

Pope Architects
1295 Bandana Square
Suite 200
St. Paul, Minnesota 55108
Phone: 651-789-1638
Attention: Raphael Lister
Email: rlister@popearch.com

ENGINEER

Larson Engineering
3524 Labore Road
White Bear Lake, MInnesota 55110
Attention: Eric Meyer
Phone: 651-888-8112
Email: emeyer@larsonengr.com

SURVEYOR

Rehder & Associates, Inc.
3440 Federal Drive
Suite 110
Eagan, Minnesota 55122
Attention: Greg Gentz
Phone: 651-337-6726
Email: ggentz@rehder.com

PROPERTY DESCRIPTION

Parcel A:

That part of the Southeast Quarter of the Northwest Quarter lying East of the West 185 feet of said Southeast Quarter of the Northwest Quarter, Section 16, Township 32, Range 25, Anoka County, Minnesota.

Parcel B:

Appurtenant easement for drainage purposes as contained in Drainage Easement Agreement dated July 17, 2006, filed November 18, 2008 as Document Number 496687.003.

Torrens Property

Property ID: 16-32-25-24-0002

I hereby certify that this preliminary plat was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 25th day of April, 2022

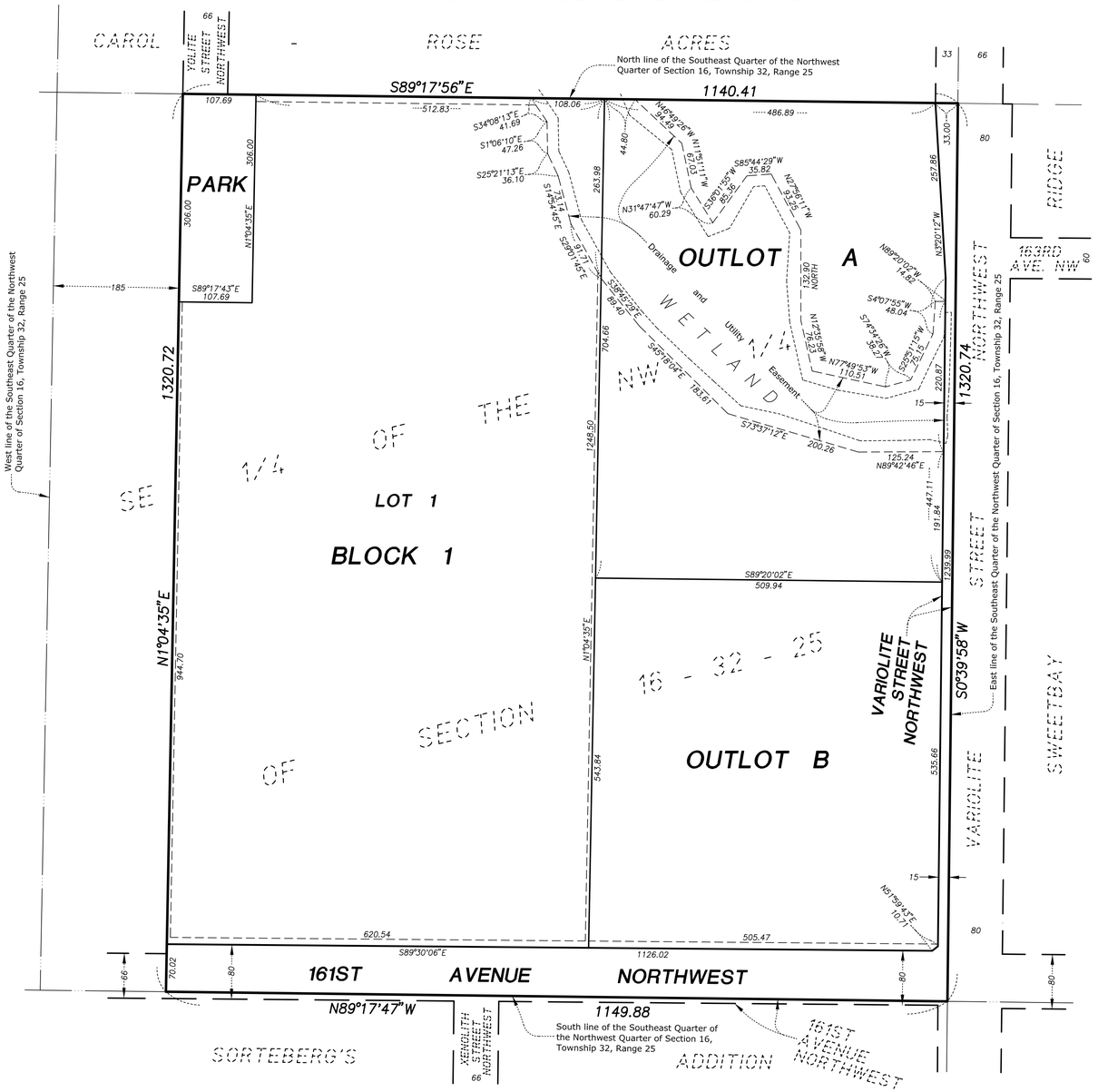
REHDER & ASSOCIATES, INC.

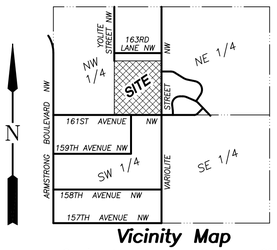
Gary C. Huber, Land Surveyor
Minnesota License No. 22036
Revised June 10, 2022

Rehder and Associates, Inc.
CIVIL ENGINEERS AND LAND SURVEYORS
3440 Federal Drive • Suite 110 • Eagan, Minnesota • Phone (651) 452-5051

JOB: 224-3291.010

PACT ADDITION





Vicinity Map

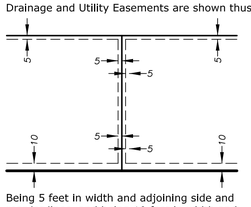
Section 16, Township 32, Range 25
No Scale

Bearings are based on the East line of the Southeast Quarter of the Northwest Quarter of Section 16, Township 32, Range 25 having a bearing of S0°39'58"W.

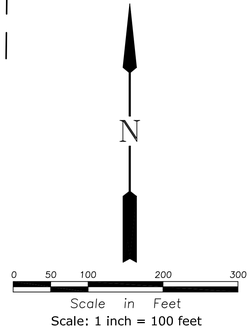
- ● Denotes iron monument found.
- ○ Denotes 1/2 inch by 14 inch iron pipe set and marked by Minnesota License No. 22036.
- ⊗ Denotes PK nail set.

Wetlands shown delineated by Kjolhaug Environmental Services Company, Inc. in January, 2022.

Drainage and Utility Easements are shown thus:



Being 5 feet in width and adjoining side and rear lot lines, and being 10 feet in width and adjoining right of way lines unless otherwise shown.



Scale: 1 inch = 100 feet

CITY OF RAMSEY
COUNTY OF ANOKA
SECTION 16, TOWNSHIP 32, RANGE 25

KNOW ALL PERSONS BY THESE PRESENTS: That The Church of Saint Katharine Drexel, Ramsey, Minnesota, a Minnesota religious corporation, owner of the following described property:

That part of the Southeast Quarter of the Northwest Quarter lying East of the West 185 feet of said Southeast Quarter of the Northwest Quarter, Section 16, Township 32, Range 25, Anoka County, Minnesota.

Has caused the same to be surveyed and platted as PACT ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said The Church of Saint Katharine Drexel, Ramsey, Minnesota, a Minnesota religious corporation, has caused these presents to be signed by its proper officer this ____ day of _____ , 202__.

THE CHURCH OF SAINT KATHARINE DREXEL, RAMSEY, MINNESOTA

_____
Paul Jaraszeski, Pastor

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____ , 202__ by Paul Jaraszeski, Pastor of The Church of Saint Katharine Drexel, Ramsey, Minnesota, a Minnesota religious corporation, on behalf of the corporation.

Signature _____

Printed _____

Notary Public, _____ County, _____

My Commission Expires _____

I Gary C. Huber 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 _____ , 202__.

_____
Gary C. Huber, Licensed Land Surveyor
Minnesota License No. 22036

STATE OF MINNESOTA
COUNTY OF DAKOTA

This instrument was acknowledged before me on _____ , 202__ , by Gary C. Huber.

Signature _____

Printed _____

Notary Public, _____ County, _____

My Commission Expires _____

CITY COUNCIL, CITY OF RAMSEY, MINNESOTA

This plat of PACT ADDITION was approved and accepted by the City Council of the City of Ramsey, Minnesota at a regular meeting thereof held this _____ day of _____ , 202__ , and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Ramsey, Minnesota

By_____ , Mayor By _____ , Clerk

ANOKA COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____ , 202__.

By _____
David M. Zieglmeier
Anoka County Surveyor

ANOKA COUNTY AUDITOR/TREASURER

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 202__ 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 _____ , 202__.

_____
Property Tax Administrator

By_____ , Deputy

COUNTY RECORDER/ REGISTRAR OF TITLES
County of Anoka, State of Minnesota

I hereby certify that this plat of PACT ADDITION was filed in the office of the County Recorder/Registrar of Titles for public record on this _____ day of _____ , 202__ at ____ o'clock ___.M., and was duly recorded as Document Number _____ .

_____
County Recorder/Registrar of Titles

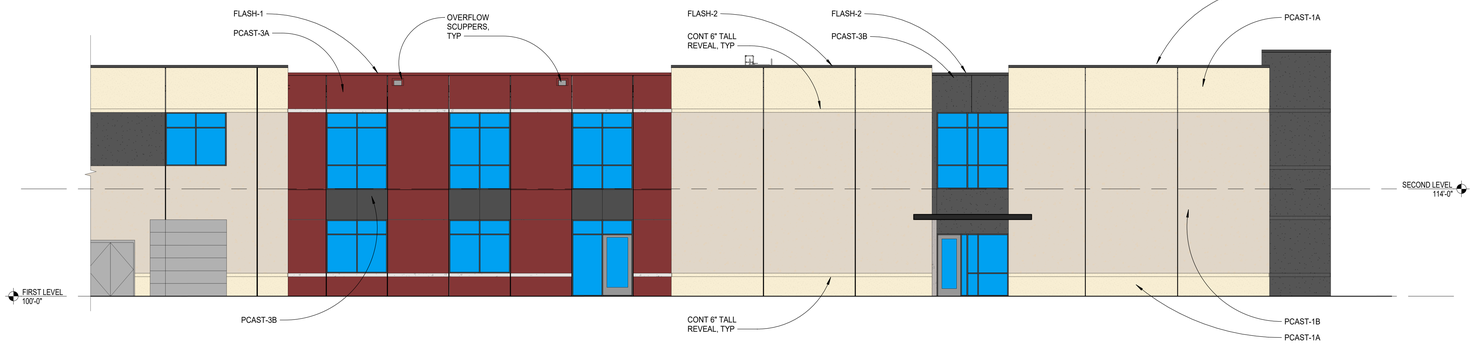
By_____ , Deputy

Rehder and Associates, Inc.

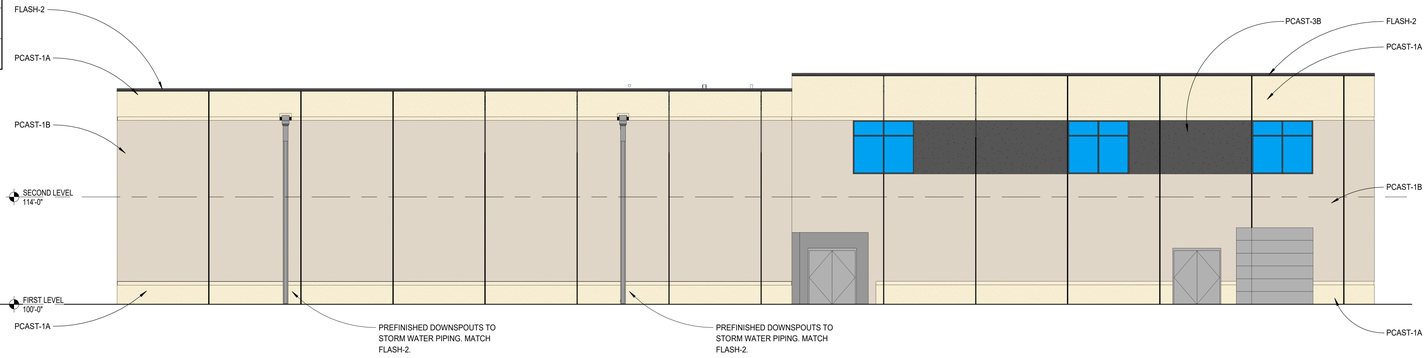
EXTERIOR MATERIAL FINISH SCHEDULE

MATERIAL ID	MATERIAL	MANUFACTURER	FINISH	COLOR	LOCATION
BRICK-1	FACE BRICK	TBD	TBD	BUFF TO MATCH PCAST-1A	TRASH ENCLOSURE
PCAST - 1A	12" INSULATED PRECAST CONCRETE WALL PANELS	MOLIN	AS CAST WITH LIGHT ETCH	LIGHT BUFF	SEE ELEVATIONS
PCAST - 1B	12" INSULATED PRECAST CONCRETE WALL PANELS	MOLIN	EXPOSED AGGREGATE	LIGHT BUFF	SEE ELEVATIONS
PCAST - 3A	12" INSULATED PRECAST CONCRETE WALL PANELS	MOLIN	FORM SIDE WITH PENETRATING STAIN FINISH	RED	SEE ELEVATIONS
PCAST - 3B	12" INSULATED PRECAST CONCRETE WALL PANELS	MOLIN	FORM SIDE WITH PENETRATING STAIN FINISH	BLACK / CHARCOAL	SEE ELEVATIONS
MP - 1	METAL PANEL	ALPOLIC MATERIALS	KYNAR	RED	SEE ELEVATIONS
MP - 2	METAL PANEL	ALPOLIC MATERIALS	KYNAR	BLACK	SEE ELEVATIONS
FLASH - 1	CAP FLASHING	TBD	KYNAR	RED TO MATCH MP-1	SEE ELEVATIONS
FLASH - 2	CAP FLASHING	TBD	KYNAR	BLACK TO MATCH MP-2	SEE ELEVATIONS
AFS FLASH - 1	WINDOW SILL FLASHING	TBD	KYNAR	BLACK TO MATCH AFS-1	SEE ELEVATIONS
AFS-1	ALUMINUM WINDOW FRAMES	KAWNEER	ANODIZED	BLACK NO. 29	SEE ELEVATIONS

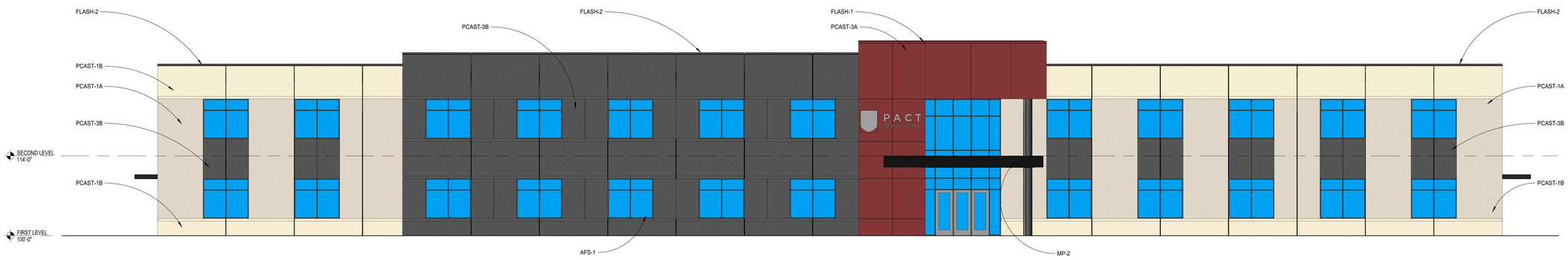
NOTE:
THE "BASIS OF DESIGN" MATERIALS FOR THE PROJECT ARE LISTED ON THE SCHEDULE ABOVE. SEE SPECIFICATIONS FOR ADDITIONAL MATERIAL INFORMATION AND OTHER APPROVE D SUBSTITUTIONS.



3 A3.1 WEST ELEVATION - MEDIA CENTER
1/8" = 1'-0"



2 A3.1 WEST ELEVATION - RECEIVING
1/8" = 1'-0"



1 A3.1 SOUTH ELEVATION - MAIN ENTRANCE
1/8" = 1'-0"

NOT FOR CONSTRUCTION

POPE ARCHITECTS

POPE ARCHITECTS, INC.
1295 BANDANA BLVD N, SUITE 200
ST. PAUL, MN 55108-2735
(651) 642-9200 | FAX (651) 642-1101
www.popearch.com

PACT Charter School

PACT CHARTER SCHOOL
7633 161ST AVENUE
RAMSEY, MN 55303

EXTERIOR ELEVATIONS, EXTERIOR MATERIAL FINISH SCHEDULE

Issues and Revisions:

PRELIM PRICING	03-07-22
LAND USE APP	04-28-22
CITY	06-10-22
RE-SUBMITTAL	

Commission No: 41815-22000
Drawn by: EK
Checked by: RDL

SHEET
A3.1

TRUE SHEET SCALE
0" 1/2" 1"

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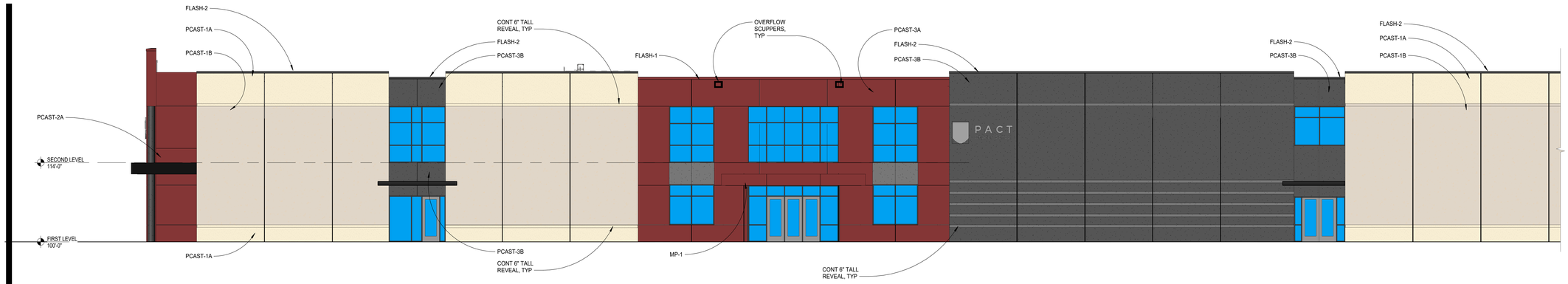
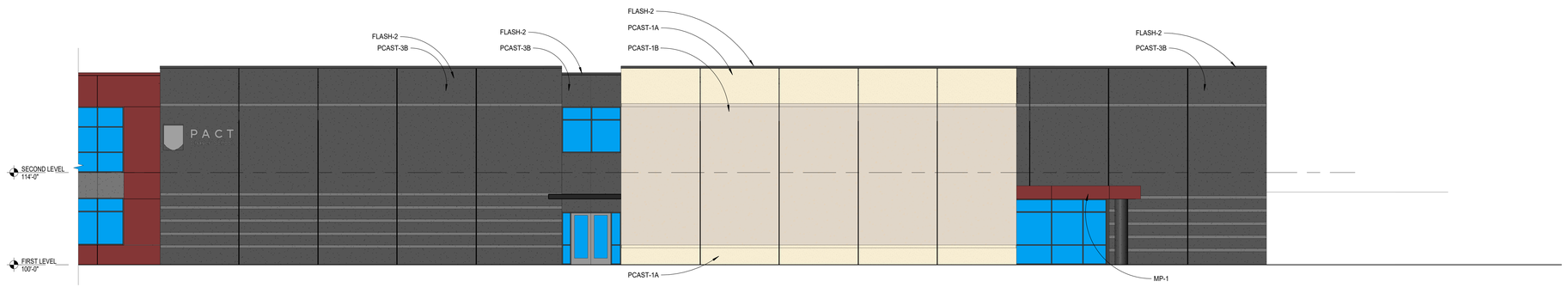
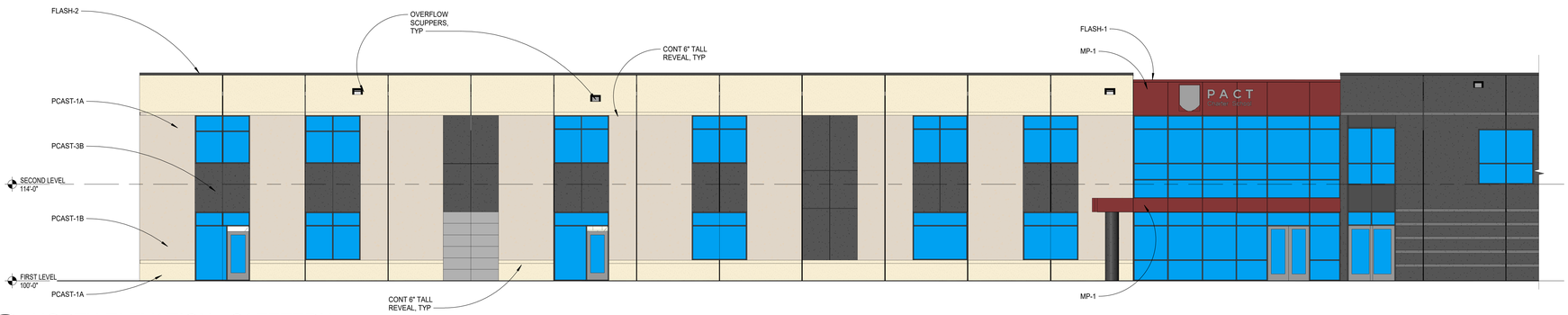


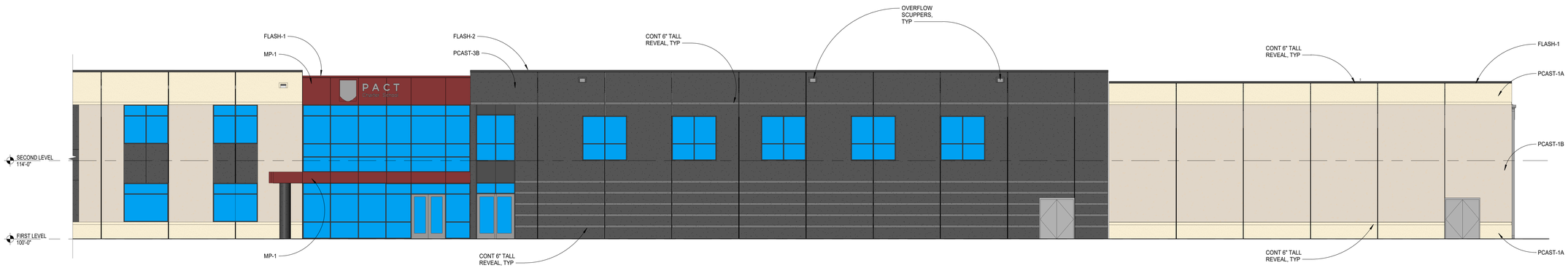
4 A3.2 EAST ELEVATION - STUDENT ENTRANCE
1/8" = 1'-0"



3 A3.2 EAST ELEVATION AUDITORIUM
1/8" = 1'-0"



2 A3.2 NORTH ELEVATION - CAFETERIA
1/8" = 1'-0"



1 A3.2 NORTH ELEVATION - GYM
1/8" = 1'-0"

NOT FOR CONSTRUCTION

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(651) 642-9200 | FAX (651) 642-1101
www.popearch.com

PACT Charter School

PACT CHARTER SCHOOL
7633 161ST AVENUE
RAMSEY, MN 55303

EXTERIOR ELEVATIONS

Issues and Revisions:

PRELIM PRICING	03-07-22
LAND USE APP	04-28-22
CITY RE-SUBMITTAL	06-10-22

Commission No: 41815-22000
Drawn by: EK
Checked by: RDL

SHEET
A3.2

TRUE SHEET SCALE
0" 1/2" 1"

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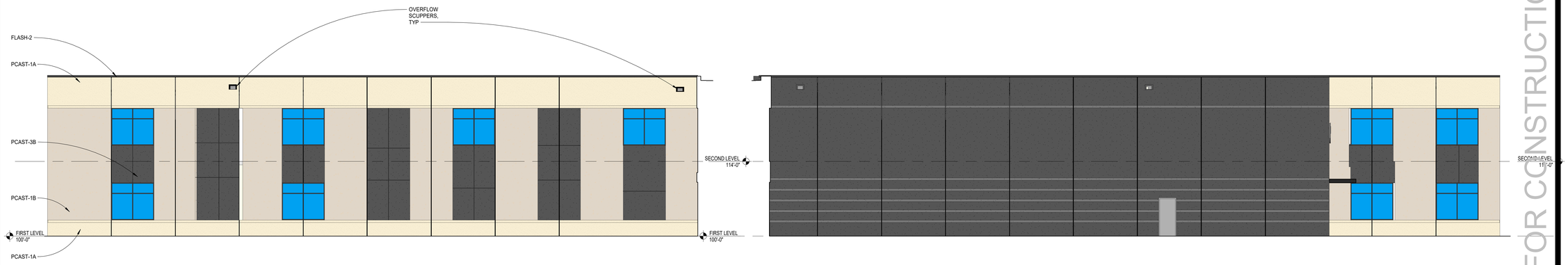
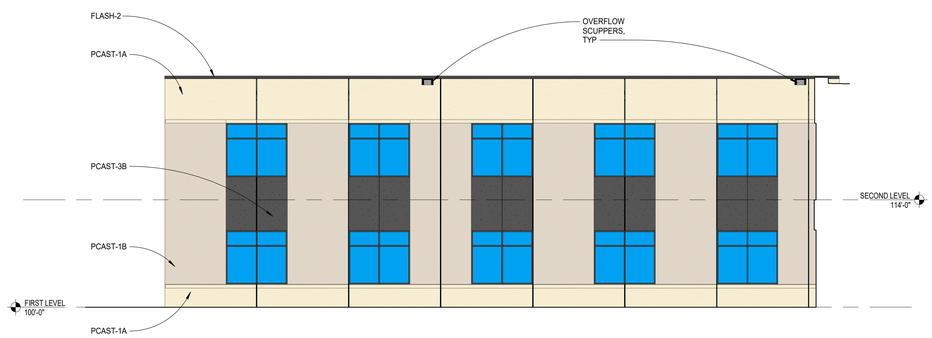
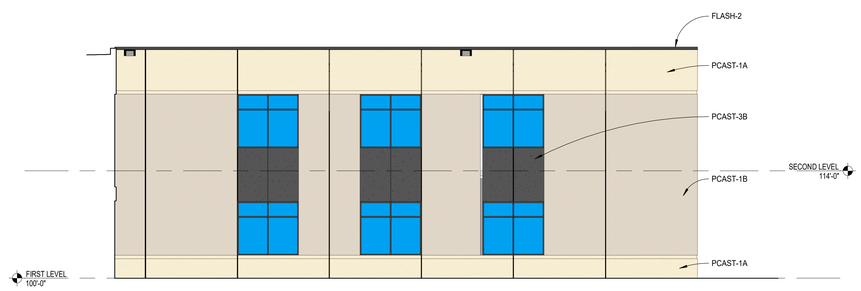


4 A3.3 COURTYARD ELEVATION
1/8" = 1'-0"

3 A3.3 COURTYARD ELEVATION
1/8" = 1'-0"





2 A3.3 COURTYARD ELEVATION
1/8" = 1'-0"

1 A3.3 COURTYARD ELEVATION
1/8" = 1'-0"

NOT FOR CONSTRUCTION

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EXTERIOR ELEVATIONS

Issues and Revisions:

LAND USE APP	04-28-22
CITY RE-SUBMITTAL	06-10-22

Commission No: 41815-22000
Drawn by: EK
Checked by: RDL

SHEET
A3.3

TRUE SHEET SCALE
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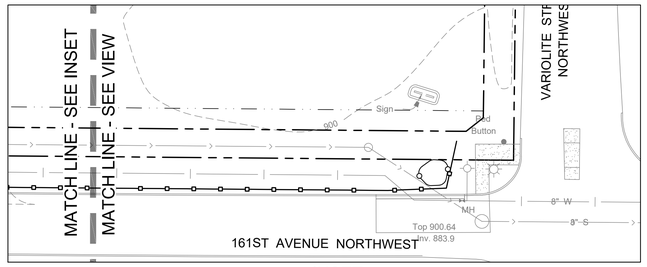

A
C200

INSET

NOT TO SCALE

GRADING NOTES

1. Tree protection consisting of snow fence or safety fence installed at the drip line shall be in place prior to beginning any grading or demolition work at the site.
2. All elevations with an asterisk (*) shall be field verified. If elevations vary significantly, notify the Engineer for further instructions.
3. Grades shown in paved areas represent finish elevation.
4. Restore all disturbed areas with 4" of good quality topsoil and seed.
5. All construction shall be performed in accordance with state and local standard specifications for construction.

SYMBOL LEGEND

- EXISTING CONTOURS
- PROPOSED CONTOURS - MAJOR INTERVAL
- PROPOSED CONTOURS - MINOR INTERVAL
- GRADE BREAK LINE
- GRADE SLOPE
- SILT FENCE
- TREE PROTECTION
- PROPERTY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- SETBACK LINE
- WETLAND
- WETLAND BUFFER
- RIP-RAP / ROCK CONST. ENTRANCE
- INLET PROTECTION
- CONCRETE WASHOUT STATION (TO BE DETERMINED ON SITE)

SPOT ABBREVIATIONS:

950.00 TC / 949.50 GL

- TC - TOP OF CURB
- GL - GUTTER LINE
- GO - GUTTER OUT
- B - BITUMINOUS
- C - CONCRETE
- EO - EMERGENCY OVERFLOW
- TW - TOP OF WALL
- BW - BOTTOM OF WALL (F/G)
- (*) - EXISTING TO BE VERIFIED

EROSION CONTROL NOTES

1. Owner and Contractor shall obtain MPCA-NPDES permit. Contractor shall be responsible for all fees pertaining to this permit. The SWPPP shall be kept onsite at all times.
2. Install temporary erosion control measures (inlet protection, silt fence, and rock construction entrances) prior to beginning any excavation or demolition work at the site.
3. Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary earth dikes, sediment traps or basins, additional siltation fencing, and/or disk the soil parallel to the contours as deemed necessary to further control erosion. All changes shall be recorded in the SWPPP.
4. All construction site entrances shall be surfaced with crushed rock across the entire width of the entrance and from the entrance to a point 50' into the construction zone.
5. The toe of the silt fence shall be trenched in a minimum of 6". The trench backfill shall be compacted with a vibratory plate compactor.
6. All grading operations shall be conducted in a manner to minimize the potential for site erosion. Sediment control practices must be established on all down gradient perimeters before any up gradient land disturbing activities begin.
7. All exposed soil areas must be stabilized as soon as possible to limit soil erosion but in no case later than 14 days after the construction activity in that portion of the site has temporarily or permanently ceased. Temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) and the constructed base components of roads, parking lots and similar surfaces are exempt from this requirement.
8. The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water. Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 14 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased.
9. Pipe outlets must be provided with energy dissipation within 24 hours of connection to surface water.
10. All riprap shall be installed with a filter material or soil separation fabric and comply with the Minnesota Department of Transportation Standard Specifications.
11. All storm sewers discharging into wetlands or water bodies shall outlet at or below the normal water level of the respective wetland or water body at an elevation where the downstream slope is 1 percent or flatter. The normal water level shall be the invert elevation of the outlet of the wetland or water body.
12. All storm sewer catch basins not needed for site drainage during construction shall be covered to prevent runoff from entering the storm sewer system. Catch basins necessary for site drainage during construction shall be provided with inlet protection.
13. In areas where concentrated flows occur (such as swales and areas in front of storm catch basins and intakes) the erosion control facilities shall be backed by stabilization structure to protect those facilities from the concentrated flows.
14. Inspect the construction site once every seven days during active construction and within 24 hours after a rainfall event greater than 0.5 inches in 24 hours. All inspections shall be recorded in the SWPPP.
15. All silt fences must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches 1/3 of the height of the fence. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access. All repairs shall be recorded in the SWPPP.
16. If sediment escapes the construction site, off-site accumulations of sediment must be removed in a manner and at a frequency sufficient to minimize off-site impacts.
17. All soils tracked onto pavement shall be removed daily.
18. All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and these areas are protected from compaction due to construction equipment driving across the infiltration area.
19. Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters, including stormwater conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.
20. Collected sediment, asphalt and concrete millings, floating debris, paper, plastic, fabric, construction and demolition debris and other wastes must be disposed of properly and must comply with MPCA disposal requirements.
21. Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.
22. External washing of trucks and other construction vehicles must be limited to a defined area of the site. Runoff must be contained and waste properly disposed of. No engine degreasing is allowed onsite.
23. All liquid and solid wastes generated by concrete washout operations must be contained in a leak-proof containment facility or impermeable liner. A compacted clay liner that does not allow washout liquids to enter ground water is considered an impermeable liner. The liquid and solid wastes must not contact the ground, and there must not be runoff from the concrete washout operations or areas. Liquid and solid wastes must be disposed of properly and in compliance with MPCA regulations. A sign must be installed adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.
24. Upon completion of the project and stabilization of all graded areas, all temporary erosion control facilities (silt fences, hay bales, etc.) shall be removed from the site.
25. All permanent sedimentation basins must be restored to their design condition immediately following stabilization of the site.
26. Contractor shall submit Notice of Termination for MPCA-NPDES permit within 30 days after Final Stabilization.

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PACT CHARTER SCHOOL
RAMSEY, MN

GRADING AND EROSION CONTROL PLAN SOUTH

Issue or Submittal	
CITY RE-SUBMITTAL	6.10.2022

I hereby certify that this plan, specifications 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.

Eric G. Meyer, P.E.

Date: 06.10.2022 Lic. No.: 44592

Project No.	12216178
Drawn by	MTH
Reviewed by	EGM

SHEET

C300

TRUE SHEET SCALE
0" 1/2" 1"

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

GRADING NOTES

1. See Sheet C300 for Grading Notes.

EROSION CONTROL NOTES

1. See Sheet C300 for Erosion Control Notes.

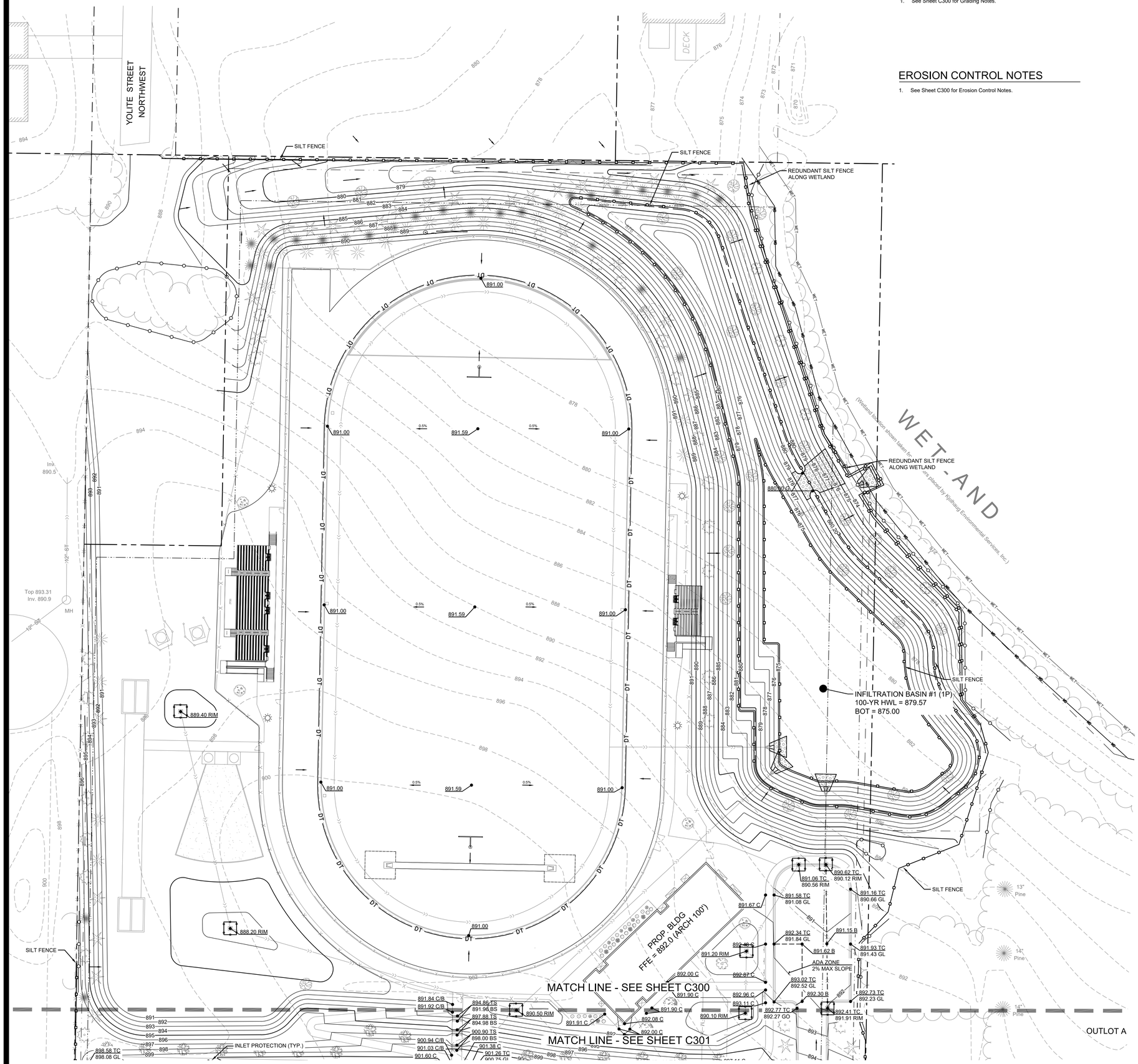
SYMBOL LEGEND

- 950 — EXISTING CONTOURS
- 950 — PROPOSED CONTOURS - MAJOR INTERVAL
- 949 — PROPOSED CONTOURS - MINOR INTERVAL
- GRADE BREAK LINE
- 2.0% — GRADE SLOPE
- SILT FENCE
- TREE PROTECTION
- PROPERTY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- SETBACK LINE
- WETLAND
- WETLAND BUFFER
- RIP-RAP / ROCK CONST. ENTRANCE
- INLET PROTECTION
- CONCRETE WASHOUT STATION (TO BE DETERMINED ON SITE)

SPOT ABBREVIATIONS:

950.00 TC / 949.50 GL

TC - TOP OF CURB
GL - GUTTER LINE
GO - GUTTER OUT
B - BITUMINOUS
C - CONCRETE
EO - EMERGENCY OVERFLOW
TW - TOP OF WALL
BW - BOTTOM OF WALL (F/G)
(*) - EXISTING TO BE VERIFIED



NORTH
0 15 30 60

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

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GRADING AND EROSION CONTROL PLAN NORTH

Issue Name	Date
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Date: 06.10.2022 Lic. No.: 44592

Project No. 12216178
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Check By EGM

SHEET
C301

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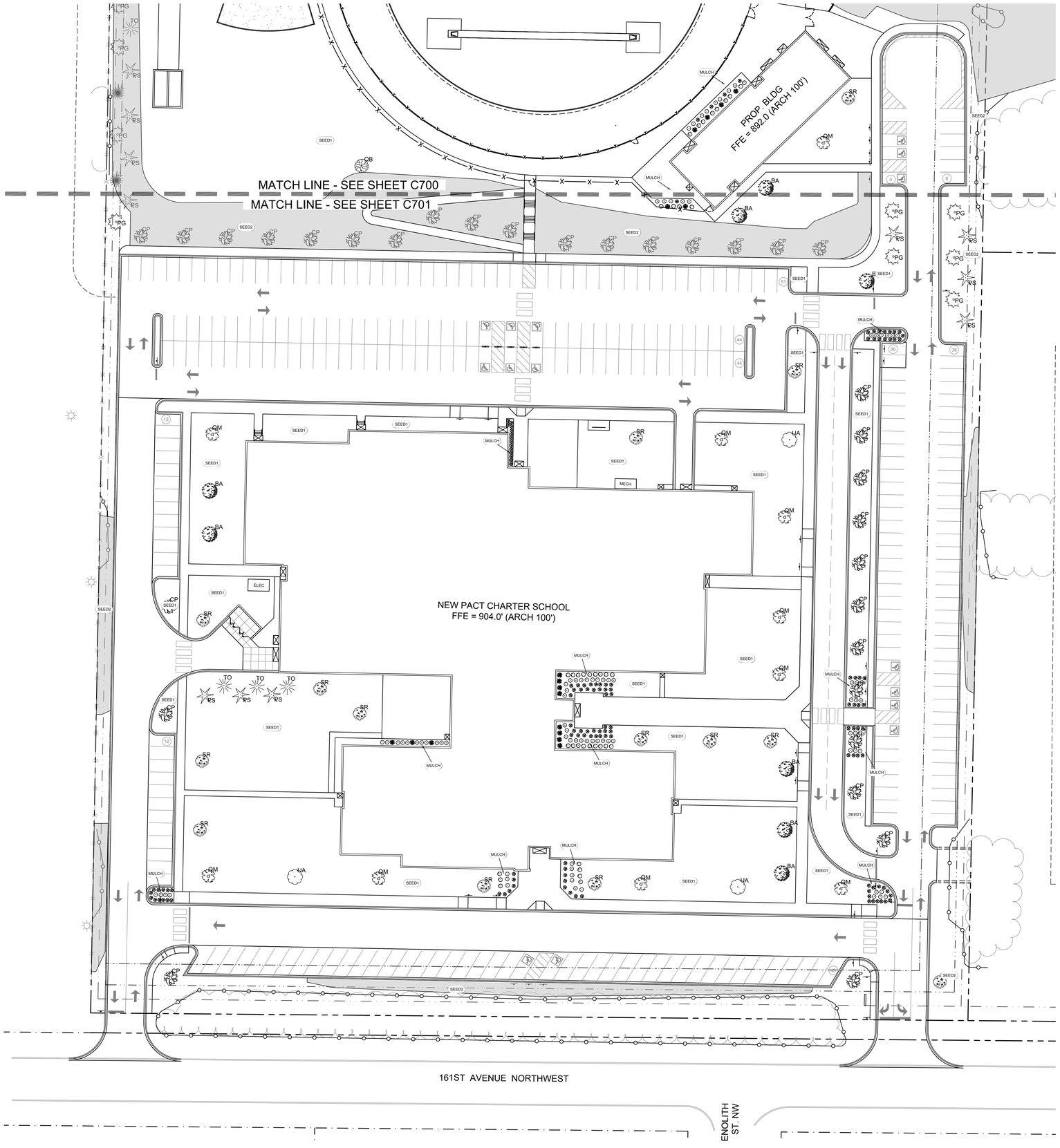

LEGEND

- EROSION CONTROL BLANKET
- STORMWATER PLANTING MEDIUM AND NATIVE SEED (MNDOT 33-262)
- SEED1 — COMMERCIAL TURF SEED (MNDOT 25-131)
- SEED2 — NO-MOW FESCUE SEED MIX
- MULCH — 4" SHREDDED WOOD MULCH OVER WEED BARRIER
- SEED3 — NATIVE PRAIRIE SEED (MNDOT 35-221)
- SEED TRANSITION LINE

PLANTING SCHEDULE

	QTY	COMMON NAME	BOTANICAL NAME	SIZE	CONTAINER
DECIDUOUS TREES, SEE DETAIL 6/C602					
BA	8	Yellow Birch	Betula Alleghaniensis	2-1/2" Cal	B & B
CP	32	Thornless Cockspur Hawthorn	Crataegus Crus-Galli Inermis	2-1/2" Cal	B & B
UA	3	American Elm	Ulmus Americana	2-1/2" Cal	B & B
QM	15	Bur Oak	Quercus Macrocarpa	2-1/2" Cal	B & B
SR	17	Japanese Tree Lilac	Syringa Reticulata	2-1/2" Cal	B & B
QB	27	Swamp White Oak	Quercus Bicolor	2-1/2" Cal	B & B
CONIFEROUS TREES, SEE DETAIL 6/C602					
LL	27	American Larch	Larix Laricina	6' Ht	B & B
TO	32	Northern White Cedar	Thuja Occidentallis	6' Ht	B & B
RS	37	Eastern White Pine	Pinus Strobus	6' Ht	B & B
PG	26	Black Hills Spruce	Picea Glauca Densata	6' Ht	B & B
SHRUBS, SEE DETAIL 7/C602					
	17	Roundleaf Serviceberry	Amelanchier Sanguinea	24"	Pot
	84	Bush Cinquefoil	Potentilla Fruticosa	24"	Pot
	126	Crisp Leaf Spirea	Spirea x Bumalda (Crispa)	24"	Pot
	38	Alpine Currant	Ribes Alpinum	24"	Pot

LANDSCAPING CALCULATIONS

Site Data:
Site Perimeter = 3,740 lf
Total Building footprint = 79,862 sf
Parking = 291 stalls

Deciduous (2.5") / Coniferous (6') Trees:
Perimeter (per 100 lf) = 74.8
Footprint (per 1,000 sf) = 79.5 <--- 80 Trees

Shrubs (2' height/width):
Perimeter (per 30 lf) = 124.7
Footprint (per 300 sf) = 264.9 <--- 265 Shrubs

Road Frontage Trees: (Protect existing frontage trees)
620' / 35 lf = 17.7<--- 18 (in total tree credit)

Parking Lot Landscaping Trees: (162 sf per tree min)
291 stalls (1 / 10 stalls) = 29.1 <--- 29 Trees

Total Shrubs = 265 required PROVIDED = 265

Totals Trees = 109 required PROVIDED = 224

Reforestation required = 441. Balance as restitution or potential off-site plantings

LANDSCAPING NOTES

1. Landscape Contractor is responsible for coordination with other contractors to protect the new improvements during landscape work activities. Report any damage immediately.
2. Plant size and species substitutions must be approved in writing prior to acceptance in the field.
3. Landscape Contractor is responsible for ongoing maintenance of all newly installed material until time of owner acceptance. Any acts of vandalism or damage which may occur prior to owner acceptance shall be the responsibility of the contractor. Contractor shall provide the owner with a maintenance program including, but not limited to, pruning, fertilization and disease/pest control.
4. Landscape Contractor shall provide the owner with a watering schedule appropriate to the project site conditions and to plant material growth requirements.
5. Landscape Contractor shall guarantee newly planted material through one calendar year from the date of written owner acceptance. Plants that exhibit more than 10% die-back damage shall be replaced at no additional cost to the owner. The contractor shall also provide adequate tree wrap and deer/rodent protection measures for the plantings during the warranty period.
6. Planting areas shall be edged with 6" black vinyl edging and have 4" colored hardwood wood mulch over a weed barrier fabric.
7. All trees not planted in landscaped areas shall have shredded hardwood mulch placed around the tree at 4' diameter and 6" deep.
8. Restore all disturbed turf areas with 4" of good quality topsoil and seed or sod as indicated. A topsoil inspection by the City is required prior to sod installation.
9. Topsoil shall not be placed in filtration basin. For filtration basin areas refer to detail for construction and restoration.

NORTH
0 15 30 60

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

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LANDSCAPE PLAN SOUTH

Issued / Revisions	
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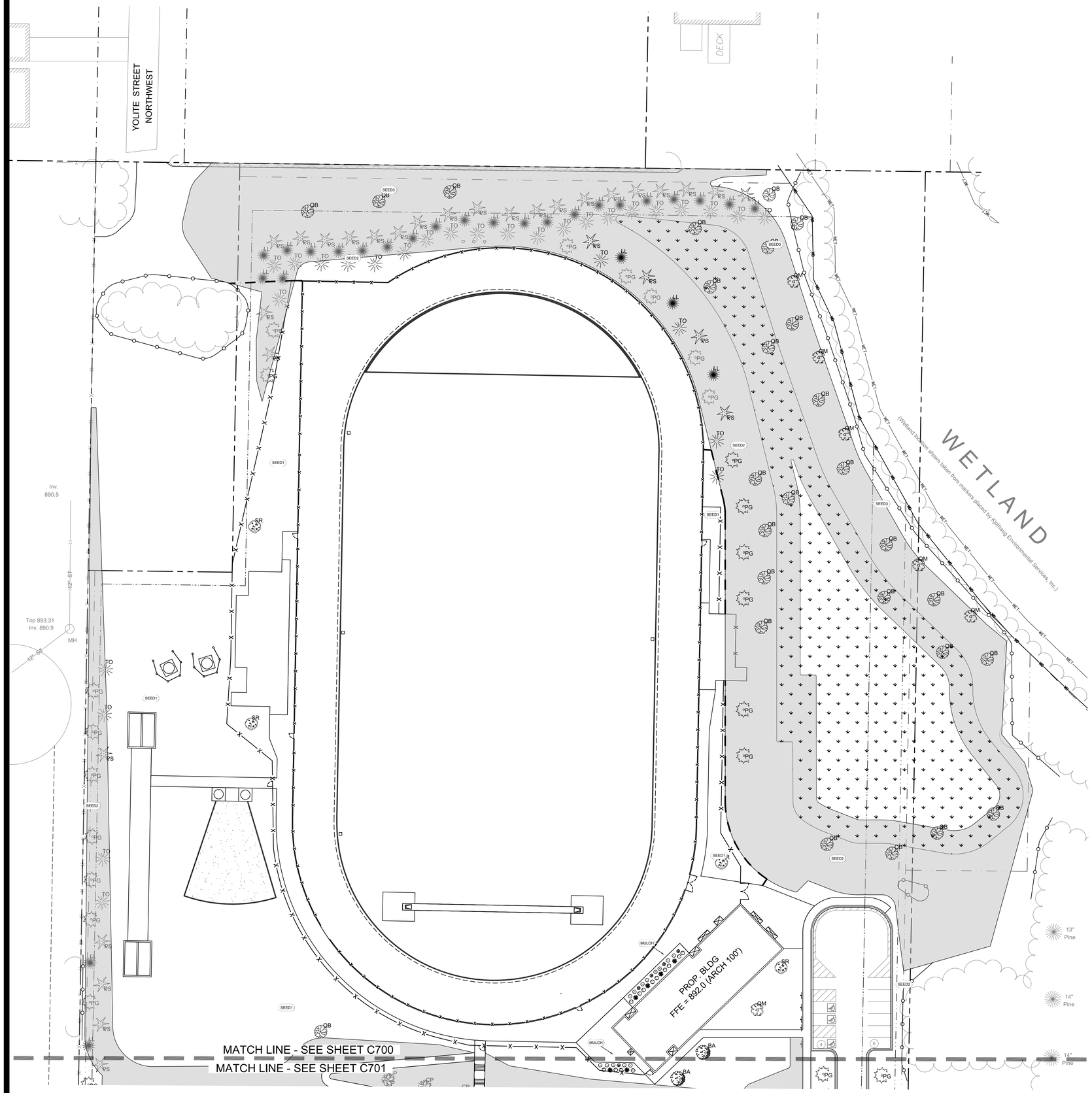
Eric G. Meyer, P.E.
Date: 06.10.2022 Lic. No.: 44592

Corrosion No. 12216178
Drawn by MTH
Checked by EGM

SHEET
C700

TRUE SHEET SCALE
0" 1/2" 1"



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NORTH

0 15 30 60

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LANDSCAPE PLAN NORTH

Issue and Revision	
CITY RE-SUBMITTAL	6.10.2022

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Eric G. Meyer, P.E.

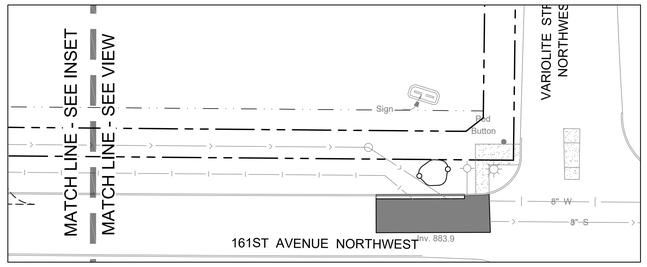
Date: 06.10.2022 Lic. No.: 44592

Commission No.	12216178
Drawn by:	MTH
Checked by:	EGM

SHEET

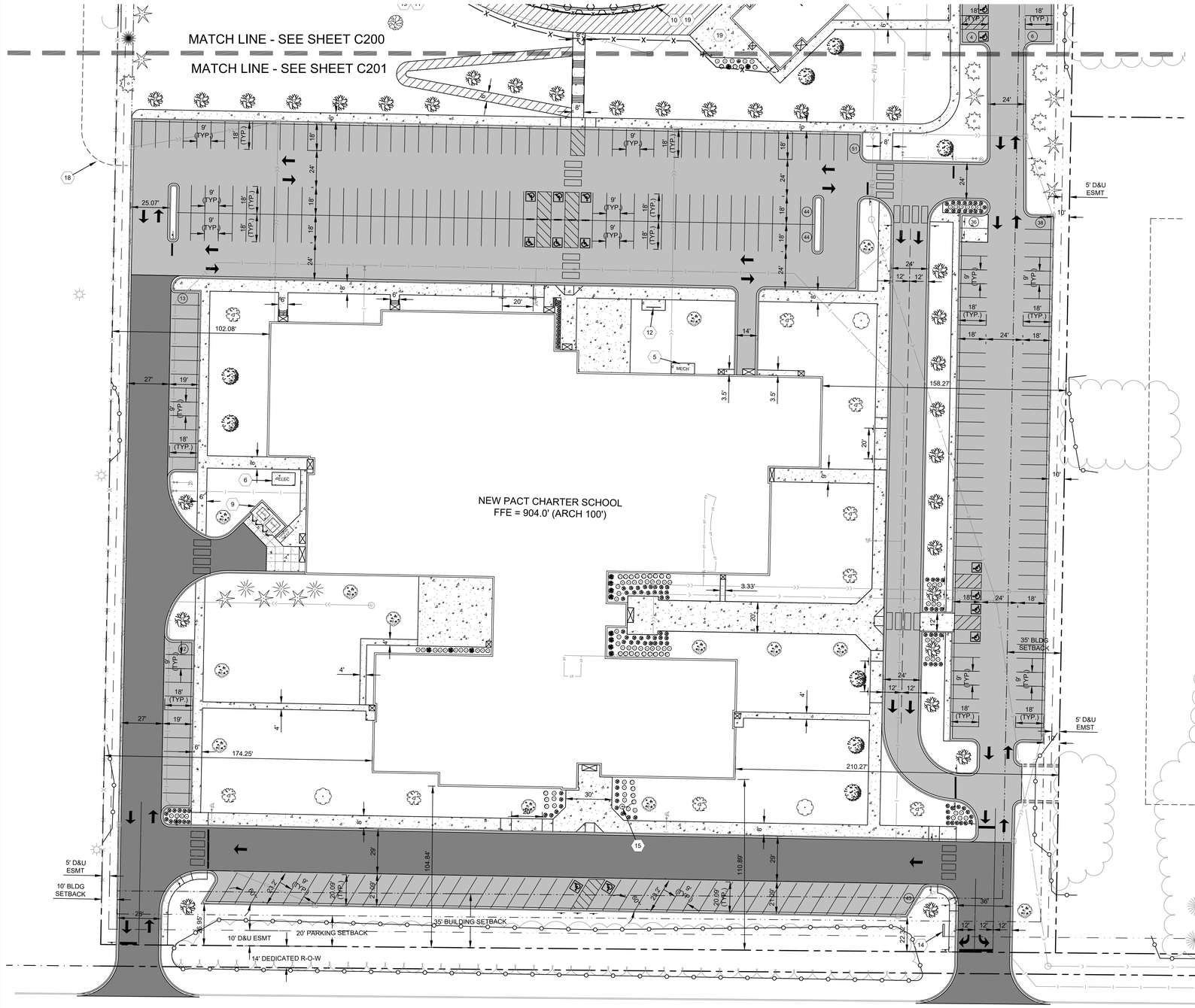
C701

TRUE SHEET SCALE
0" 1/2" 1"



A C200 INSET

NOT TO SCALE



SYMBOL LEGEND

- NEW LIGHT-DUTY BITUMINOUS PAVEMENT SEE DETAIL
- NEW HEAVY-DUTY BITUMINOUS PAVEMENT SEE DETAIL
- NEW TRAIL BITUMINOUS PAVEMENT SEE DETAIL
- NEW LIGHT-DUTY CONCRETE PAVEMENT SEE DETAIL
- NEW HEAVY-DUTY CONCRETE PAVEMENT SEE DETAIL
- NEW GRAVEL/AG-LIME SEE DETAIL
- NEW CONCRETE STOOP/APRON SEE ARCH./STL.
- NEW ATHLETIC TRACK PAVING SEE DETAIL
- NATIVE GRASS AND WILDFLOWER PLANTINGS
- TREE PROTECTION
- PROPERTY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- SETBACK LINE
- WETLAND
- WETLAND BUFFER

NOTE: THE CONCRETE JOINTS ARE SHOWN ONLY FOR GENERAL REFERENCE TO SIGNIFY LIGHT-DUTY CONCRETE PAVEMENT. ACTUAL JOINTS SHALL BE CONSTRUCTED PER PROJECT SPECIFICATIONS.

KEY NOTES

1. NEW B612 CONCRETE CURB AND GUTTER
2. NEW ACCESSIBLE CURB RAMP
3. NEW LIGHT-DUTY CONCRETE PAVEMENT
4. NEW HEAVY-DUTY CONCRETE PAVEMENT
5. SEE DUST COLLECTOR, SEE MECH.
6. NEW TRANSFORMER, SEE ELEC.
7. NEW PARKING SIGN AND POST
   - _A: ADA PARKING
   - _B: ADA ACCESS AISLE
   - _C: ADA LOADING
   - _D: STOP
   - _E: DO NOT ENTER
   - _F: BUSES ONLY
   - _G: MOTORCYCLE PARKING
   - _H: LANE USE SIGN
   - _I: FIELD ACCESS ONLY, NO EXIT
8. NEW PARKING SIGN, POST, AND BOLLARD
   - _A: ADA PARKING
   - _B: ADA ACCESS AISLE
9. NEW DUMPSTER ENCLOSURE, SEE ARCH
10. NEW 3.5' TALL CHAINLINK FENCING
11. NEW 6' TALL CHAINLINK FENCING
12. NEW BIKE RACK
13. NEW CONCRETE STAIRS
14. NEW MONUMENT SIGN
15. NEW FLAGPOLE
16. NEW SCOREBOARD
17. NEW GRANDSTANDS
18. FUTURE POTENTIAL PARK CONNECTION
19. FUTURE IMPROVEMENT
20. SEE ELECTRICAL

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

MATCH LINE - SEE INSET
MATCH LINE - SEE VIEW

NORTH

0 15 30 60

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RAMSEY, MN

PAVING PLAN SOUTH

Issues and Revisions:

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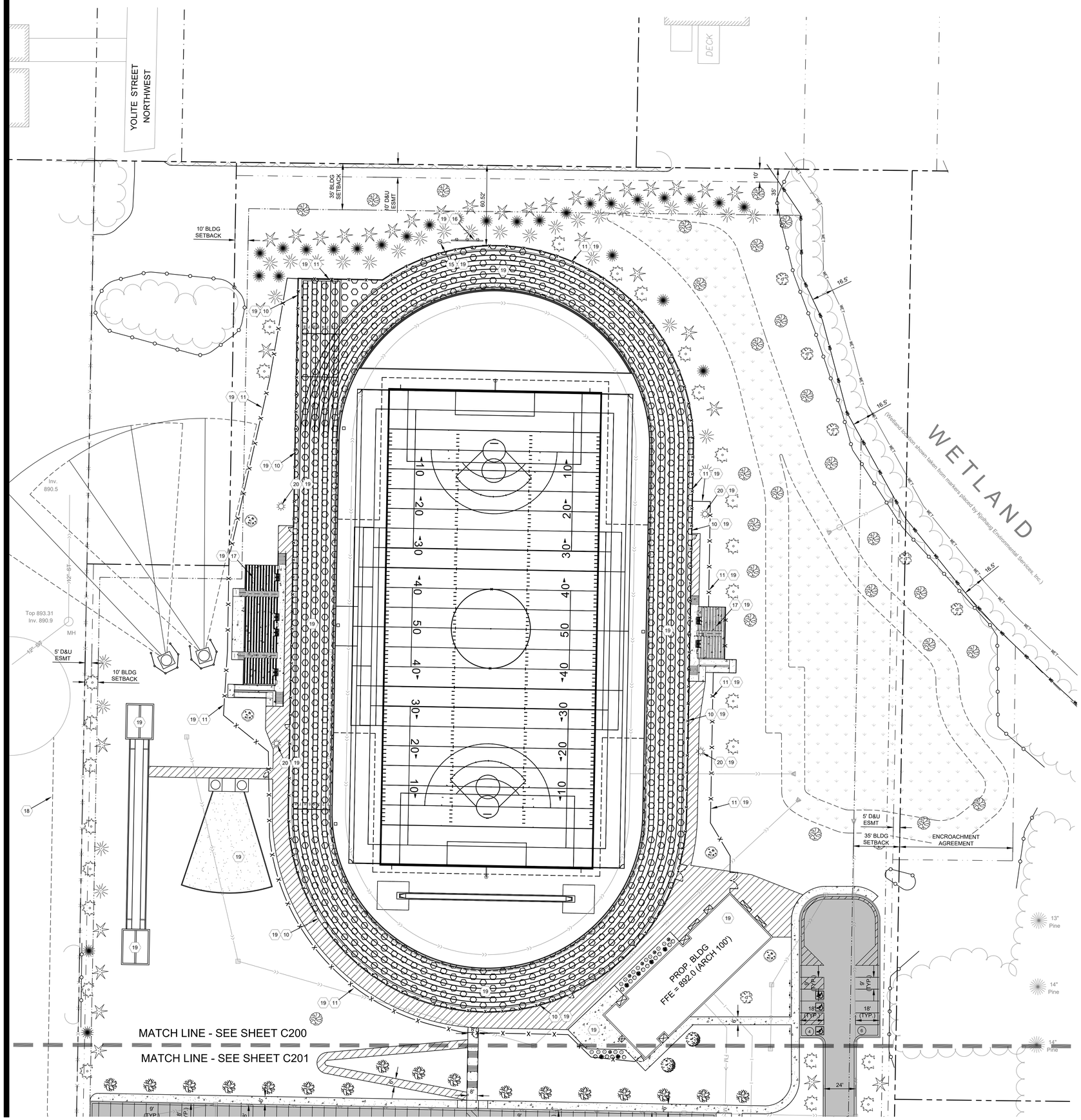
Corrosion file: 12216178
Drawn by: MTH
Checked by: EGM

SHEET

C200

TRUE SHEET SCALE
0" 1/2" 1"



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PAVING PLAN NORTH

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Project No:	12216178
Drawn by:	MTH
Checked by:	EGM

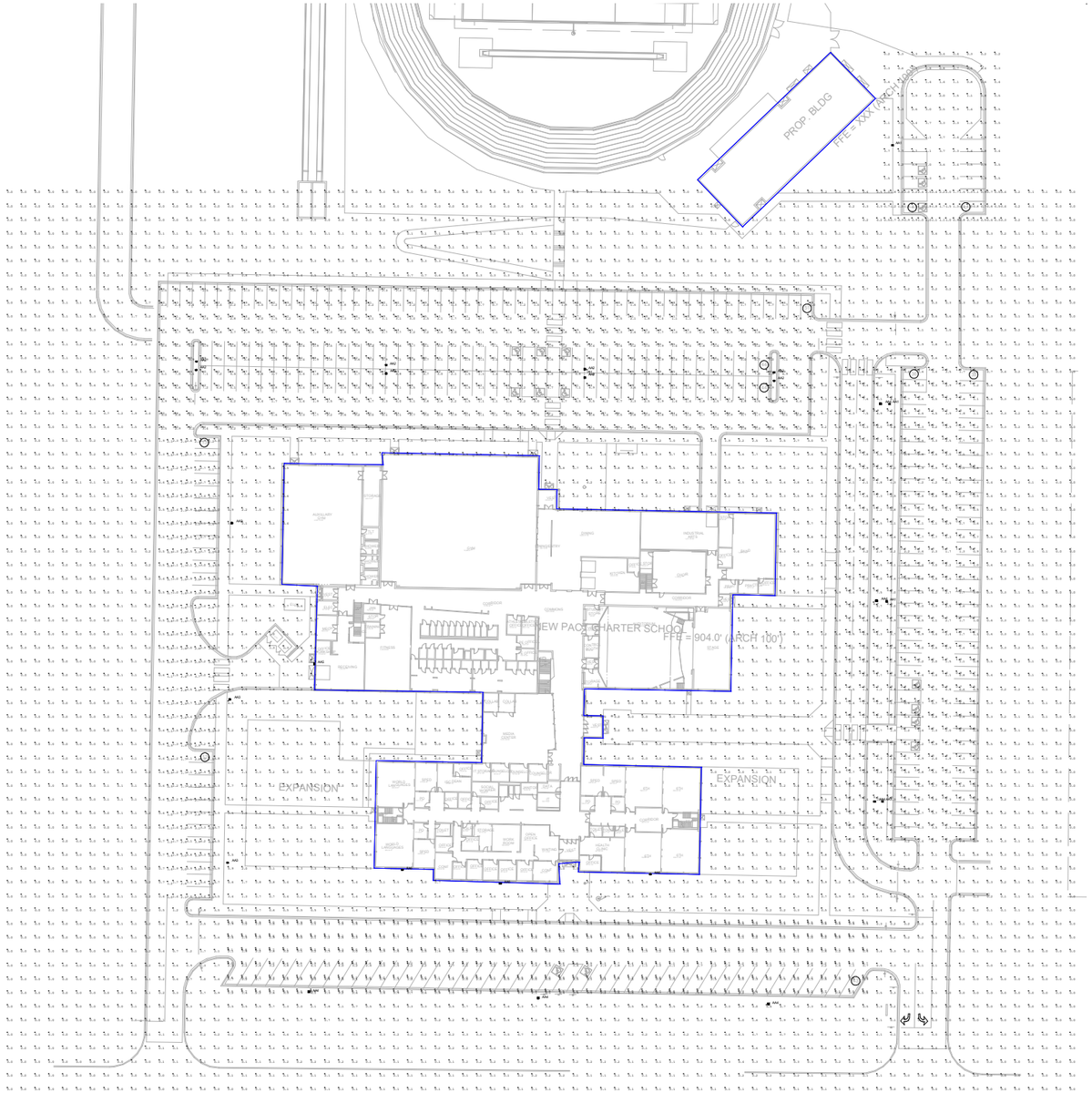
SHEET

C201

TRUE SHEET SCALE
0" 1/2" 1"

Viewpoint

Luminaire Schedule				
Symbol	Qty	Label	Description	Tag
	3	DSX1_LED_P8_40K_T2M_MVOLT	DSX1 LED P8 40K T2M MVOLT	AA3
	6	DSX1_LED_P8_40K_T3M_MVOLT	DSX1 LED P8 40K T3M MVOLT	AA4
	8	DSX1_LED_P8_40K_T5M_MVOLT	DSX1 LED P8 40K T5M MVOLT	AA2
	4	DSX1_LED_P8_40K_TFTM_MVOLT	DSX1 LED P8 40K TFTM MVOLT	AA1
	1	DSXW1_LED_20C_1000_40K_TFTM_M	DSXW1 LED 20C 1000 40K TFTM MVOLT	AA5
	3	WDGE4_LED_P1_70CRI_R4_40K	WDGE4 LED P1 70CRI R4 40K	AA6



VIEWPOINT: Parking

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
East Lot	Illuminance	Fc	2.89	9.2	0.5	5.78	18.40
FULL	Illuminance	Fc	1.17	10.1	0.0	N.A.	N.A.
North Lot	Illuminance	Fc	3.03	7.2	0.5	6.06	14.40
Small North_1	Illuminance	Fc	1.65	5.7	0.2	8.25	28.50
South Lot	Illuminance	Fc	2.22	6.6	0.3	7.40	22.00
West Lot	Illuminance	Fc	2.57	6.0	0.7	3.67	8.57

PACT CHARTER SCHOOL
E1.2 PLAYING FIELD PHOTOMETRICS
06-10-2022

Schedule

Symbol	Label	Image	QTY	Manufacturer	Catalog	Description	Number Lamps	Lamp Output	LLF	Input Power	Polar Plot
	N		84	ALS	SPQ-80050-300EG		1	124670	0.855	800.425	Max: 220400cd

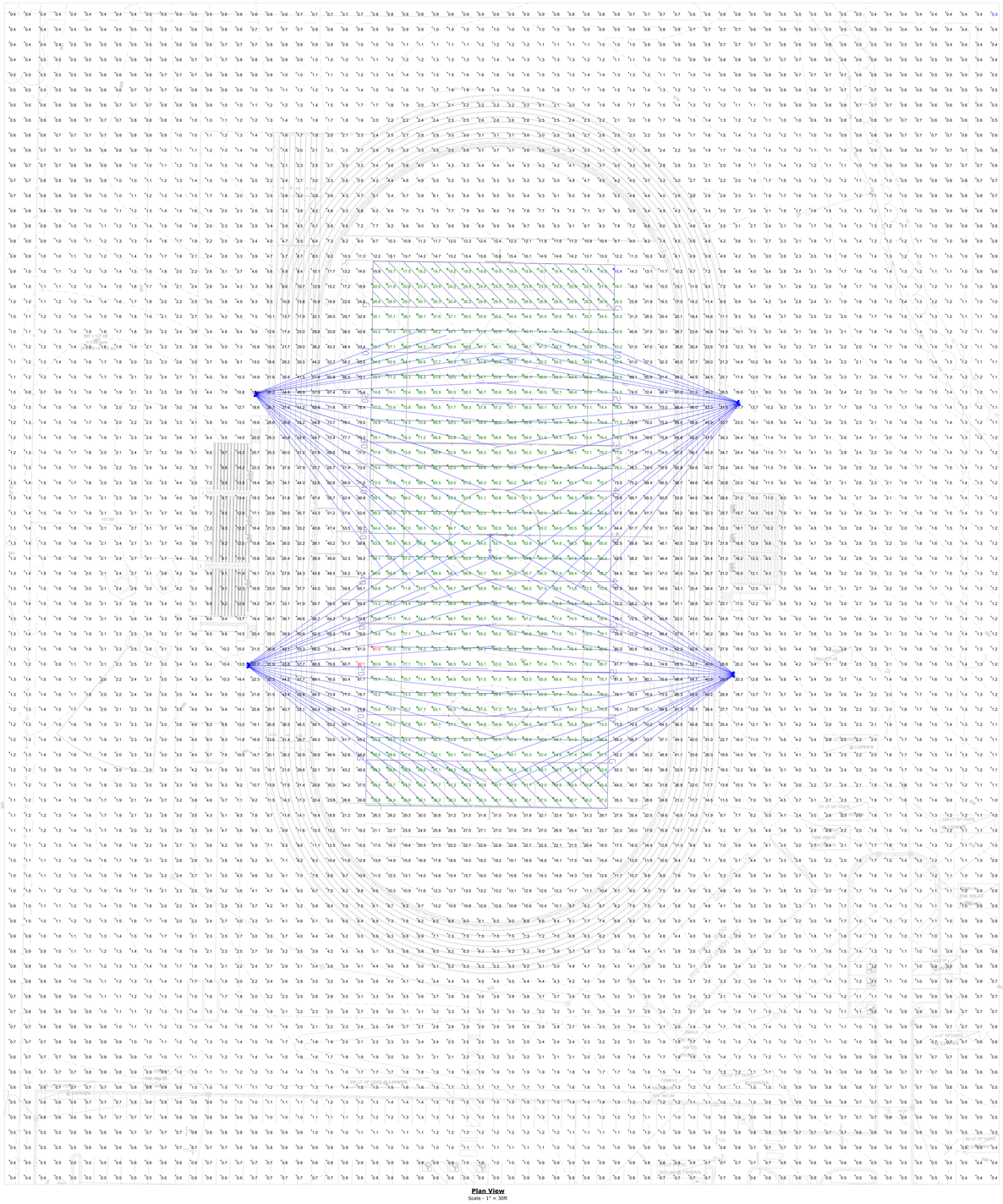
Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
football	X	58.5 fc	81.0 fc	15.4 fc	5.3:1	3.8:1
Total Area @ Grade	+	14.0 fc	82.1 fc	0.3 fc	273.7:1	46.7:1

Note:

1. All readings/calculations are shown @ grade.

2. Fixtures are 80' 0" A.F.G and will have glare shields.



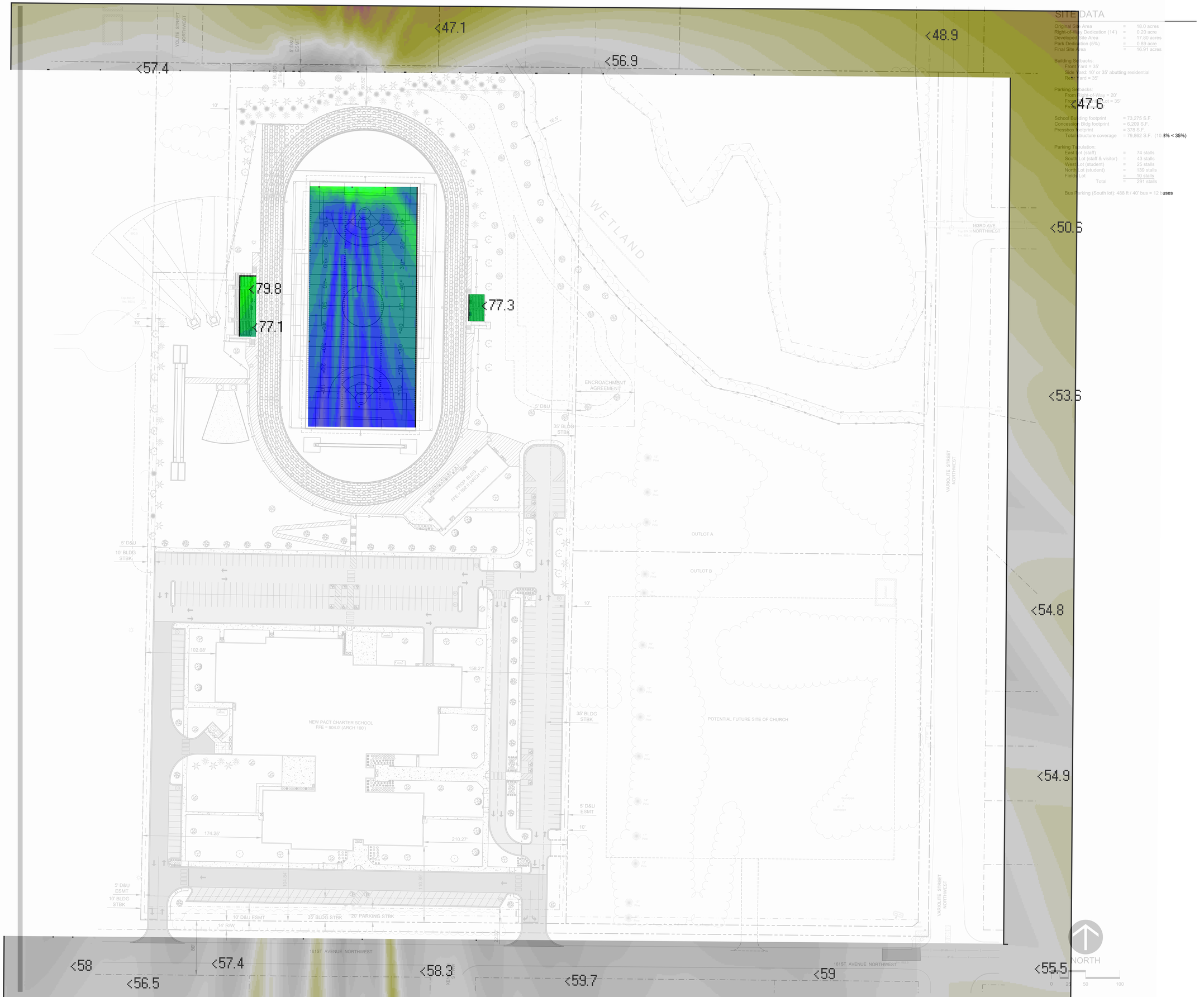
Plan View
Scale - 1" = 30ft

PACT CHARTER SCHOOL
FOOTBALL FIELD LIGHTING

PACT CHARTER SCHOOL
E1.2 PLAYING FIELD PHOTOMETRICS
06-10-2022

Designer
AM
Date
04/04/2022
Scale
As Noted
Drawing No.

Summary



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RAMSEY, MN

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

OVERALL PLAN

Issue / Revision	
CITY RE-SUBMITTAL	6.10.2022

I hereby certify that this plan, specifications 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.

Eric G. Meyer, P.E.

Date: 06.10.2022 Lic. No.: 44592

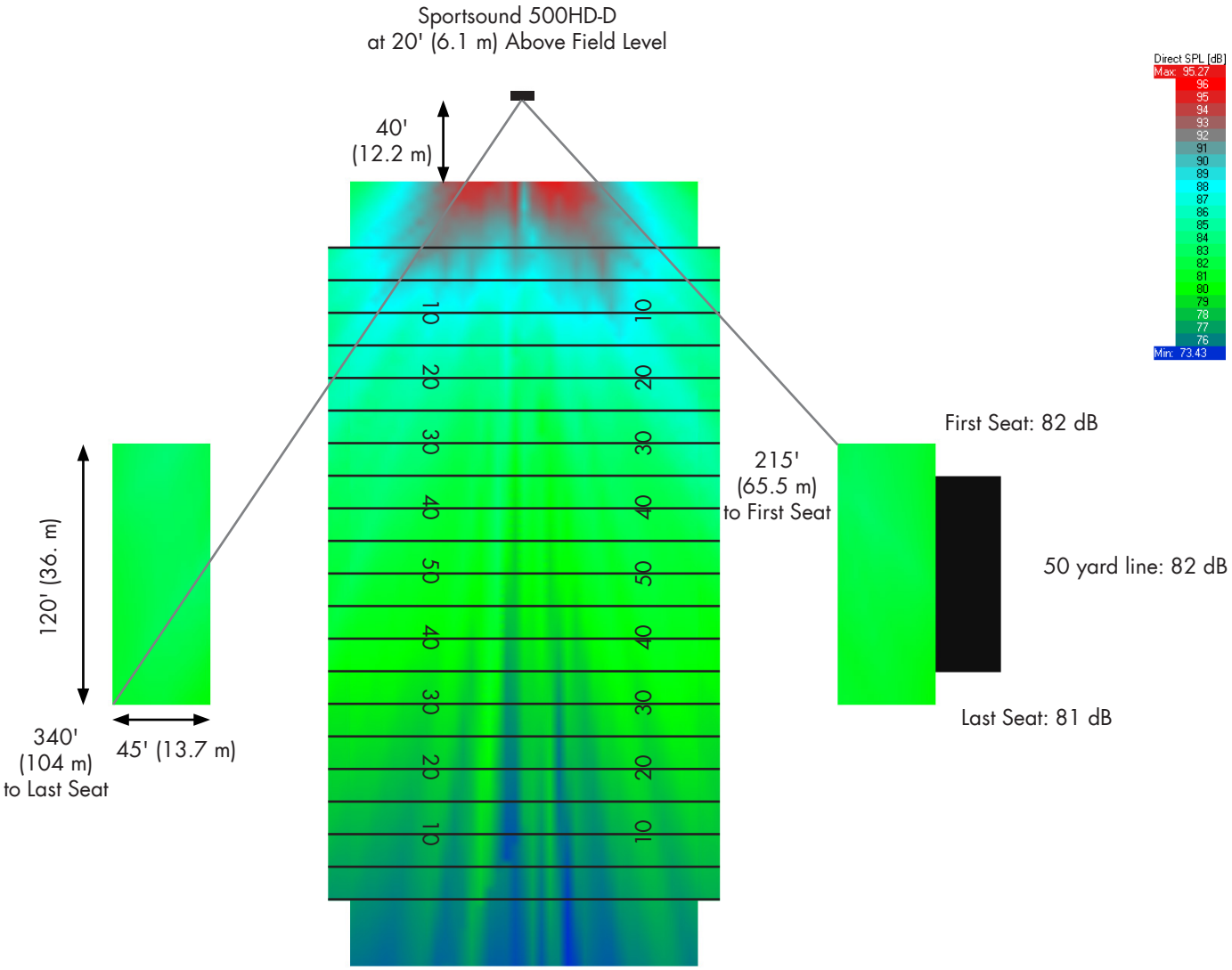
Project No. 12216178
Drawn by: MTH
Checked by: EGM

SHEET
C000

TRUE SHEET SCALE
0" 1/2" 1"

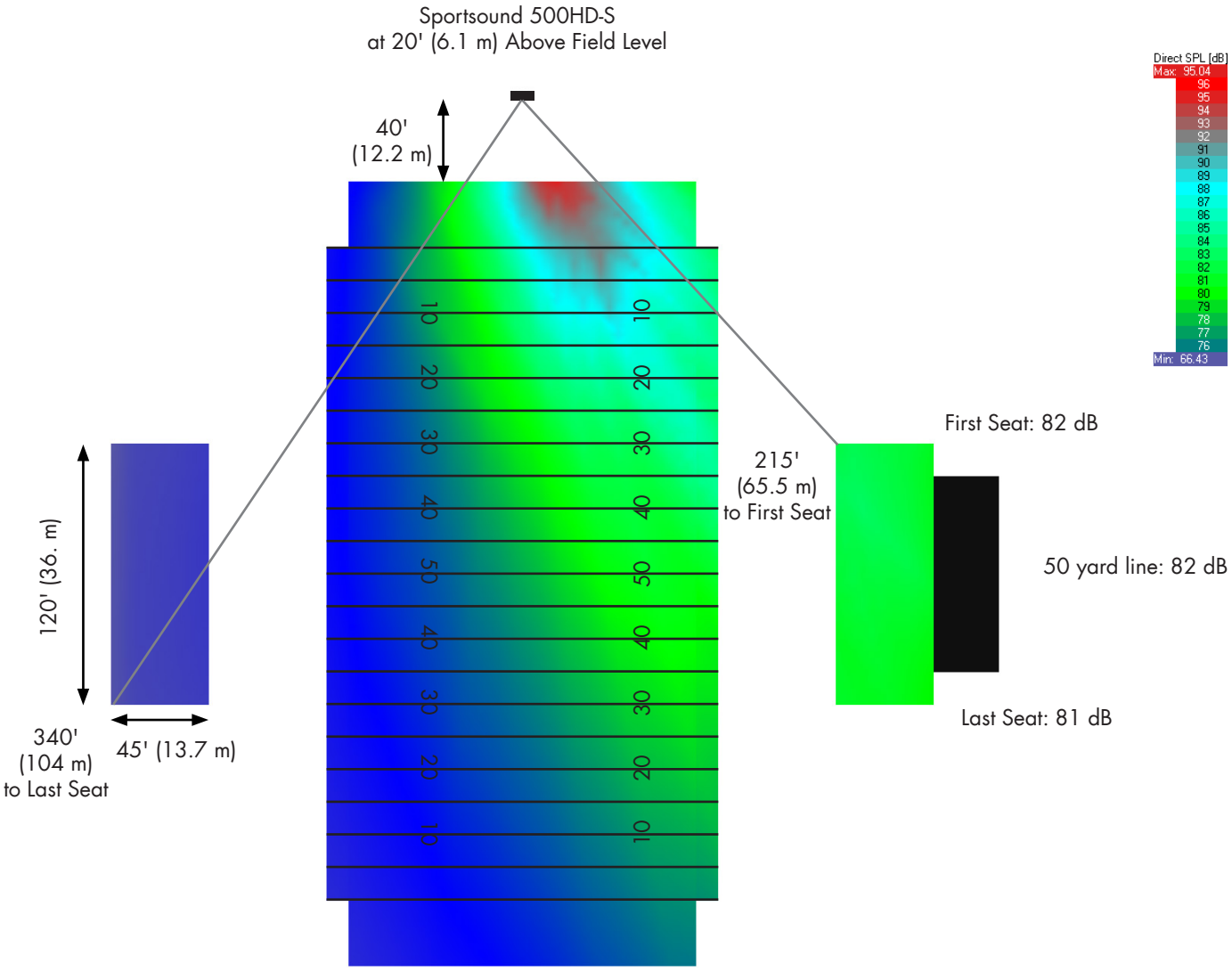
TYPICAL FOOTBALL/SOCCER – 500HD DUAL

- SPL Coverage for a Sportsound® 500HD-D in a typical small football/soccer stadium
- Performance: 82 dBA +/- 1 dB Max SPL
- Frequency Shown: Broadband A-Weighted



TYPICAL FOOTBALL/SOCCER – 500HD SINGLE

- SPL Coverage for a Sportsound® 500HD-S in a typical small football/soccer stadium
- Performance: 82 dBA +/- 1 dB Max SPL
- Frequency Shown: Broadband A-Weighted



Please contact Daktronics with any questions about adding a Sportsound 500HD to your venue.

Sportsound® is a trademark of Daktronics, Inc.
Specifications and pricing are subject to change without notice.
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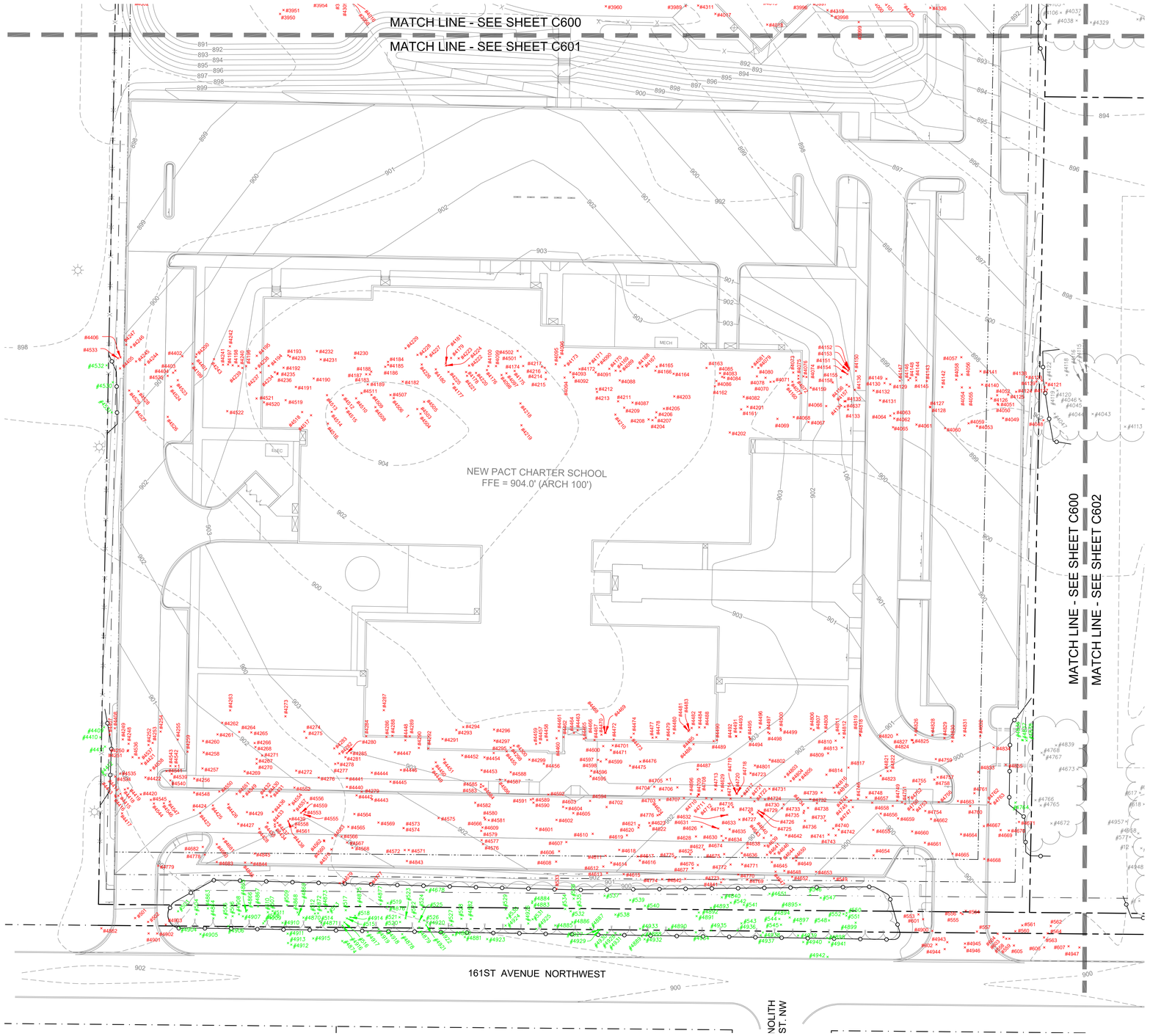
DAKTRONICS



LEGEND

- #4613 TREE TO BE REMOVED
- #537 TREE TO BE PRESERVED
- REMOVAL EXEMPTION AREA
- #4048 OFFSITE TREE (FOR REFERENCE)
- TREE PROTECTION
- PROPERTY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- SETBACK LINE
- WETLAND
- WETLAND BUFFER

TREE PRESERVATION SUMMARY

Existing Significant Trees (PACT site)	=	8,976 inches
Total Removed Significant Trees	=	7,703 inches
Exempt Removals (dead / stormwater location)	=	1,802 inches
Existing Non-Exempt Significant Trees	=	7,174 inches
Total Non-Exempt Removals	=	5,901 inches
Significant Trees Preserved	=	1,273 inches
Significant Trees Preserved % = 1,273 / 7,174	=	17.7%
Reforestation Requirements		
Threshold: 30.0% - 17.7%	=	12.3%
Excess removal 7,174 inches x 12.3%	=	882 inches
Reforestation: 882 inches x 1.25 (1,103" / 2.5" = > 441 new trees)	=	1,103 inches
Restitution: 882 inches x $125	=	$110,250

NORTH

0 15 30 60

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

POPE ARCHITECTS

POPE ARCHITECTS, INC.
767 NORTH EUSTIS ST. SUITE 190
ST. PAUL, MN 55114
(651) 642-9200 | FAX (651) 642-1101
www.popearch.com

PACT Charter School

Larson Engineering, Inc.
3524 Labore Road
White Bear Lake, MN 55110
651.481.9120 (f) 651.481.9201
www.larsonengr.com
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PACT CHARTER SCHOOL
RAMSEY, MN

TREE PRESERVATION PLAN - SOUTH

Issues and Revisions	
CITY RE-SUBMITTAL	6.10.2022

I hereby certify that this plan, specifications 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.

Eric G. Meyer, P.E.

Date: 06.10.2022 Lic. No.: 44592

Commission No:	12216178
Drawn by:	MTH
Checked by:	EGM

SHEET

C600

TRUE SHEET SCALE
0" 1/2" 1"

LEGEND

- #4613 TREE TO BE REMOVED
- #537 TREE TO BE PRESERVED
- REMOVAL EXEMPTION AREA
- #4048 OFFSITE TREE (FOR REFERENCE)
- TREE PROTECTION
- PROPERTY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- SETBACK LINE
- WETLAND
- WETLAND BUFFER

YOLITE STREET NORTHWEST

DECK

WETLAND

(Wetland boundary shown taken from markers placed by Kjolhaug Environmental Services, Inc.)

Inv. 890.5

Top 893.31
Inv. 890.9
MH

MATCH LINE - SEE SHEET C600

MATCH LINE - SEE SHEET C601

NORTH

0 15 30 60

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

POPE ARCHITECTS

POPE ARCHITECTS, INC.
767 NORTH EUSTIS ST. SUITE 190
ST. PAUL, MN 55114
(651) 642-9200 | FAX (651) 642-1101
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PACT Charter School

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PACT CHARTER SCHOOL
RAMSEY, MN

TREE PRESERVATION PLAN - NORTH

Issued / Revised	
CITY RE-SUBMITTAL	6.10.2022

I hereby certify that this plan, specifications 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.

Eric G. Meyer, P.E.

Date: 06.10.2022 Lic. No.: 44592

Commission No:	12216178
Drawn by:	MTH
Checked by:	EGM

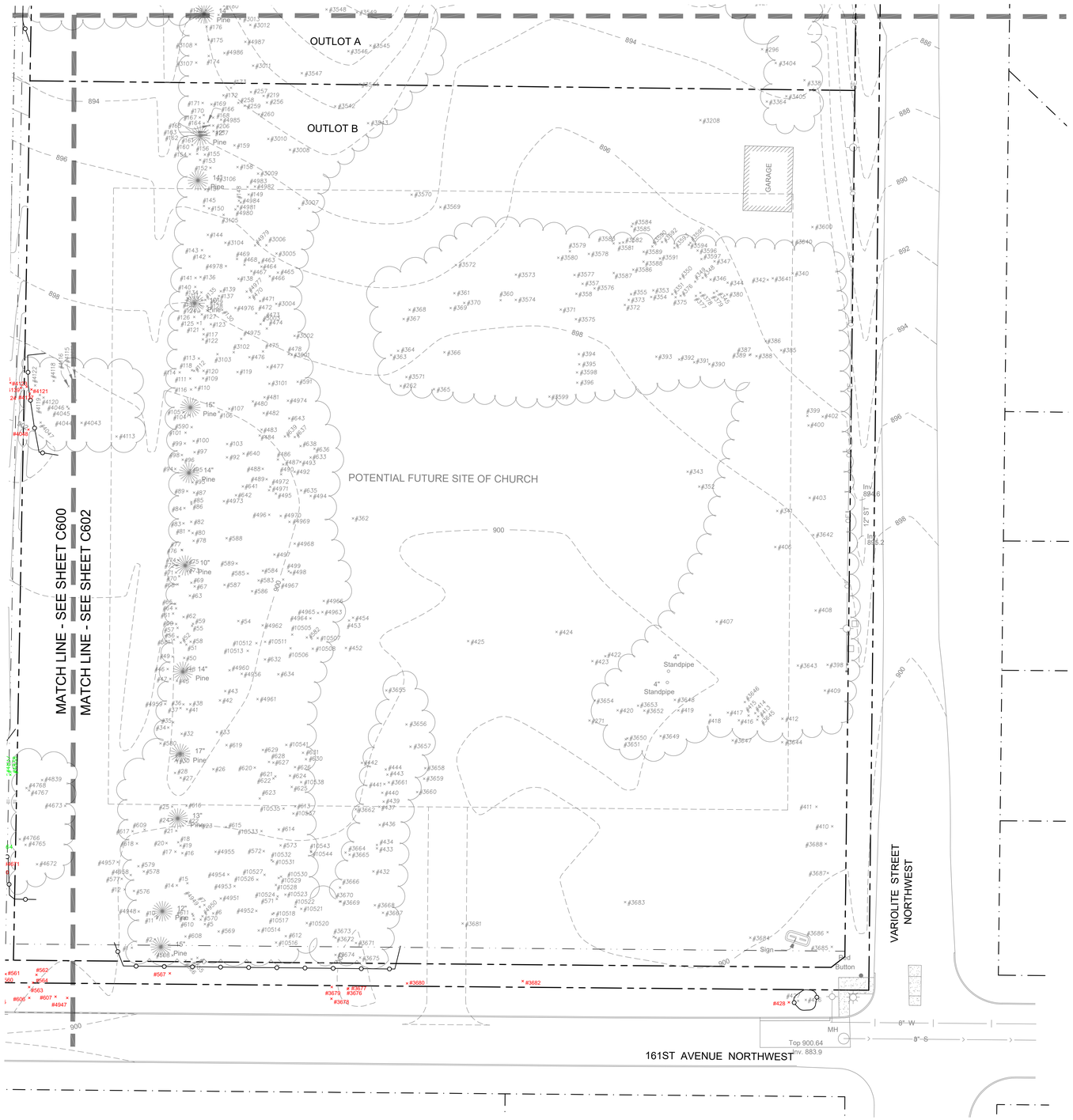
SHEET

C601

TRUE SHEET SCALE
0" 1/2" 1"

LEGEND

#4613	TREE TO BE REMOVED
#537	TREE TO BE PRESERVED
	REMOVAL EXEMPTION AREA
#4048	OFFSITE TREE (FOR REFERENCE)
	TREE PROTECTION
	PROPERTY LINE
	RIGHT OF WAY LINE
	EASEMENT LINE
	SETBACK LINE
WET	WETLAND
WB	WETLAND BUFFER



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PACT CHARTER SCHOOL
RAMSEY, MN

TREE PRESERVATION PLAN - NORTHEAST

Mark	Description	Date
	CITY RE-SUBMITTAL	6.10.2022

I hereby certify that this plan, specifications 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.

Eric G. Meyer, P.E.
Date: 06.10.2022 Lic. No.: 44592

Larsen Project No.: 12216178
Drawn by: MTH
Checked by: EGM

SHEET
C602

NORTH
0 15 30 60

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

Tag	DBH (in)	Species	Condition	Stems	Easting	Northing	Removed	Removed In	Exempt	Exempt In
428	14	Jack Pine	Good	1	450122.6710	183113.3961	Y	14		0
501	15	Red Pine	Good	1	449047.3070	183135.7564	Y	15		0
502	14	Red Pine	Good	1	449055.9702	183133.1827	Y	14		0
503	4	Jack Pine	Good	1	449075.9446	183140.2196		0		0
504	4	Jack Pine	Good	1	449088.1722	183138.3545		0		0
509	14	Red Pine	Good	2	449146.5676	183144.4095		0		0
510	6	Red Pine	Good	1	449135.7645	183139.6044		0		0
515	4	Jack Pine	Good	1	449188.4608	183135.5001		0		0
519	5	Jack Pine	Good	1	449215.6649	183145.6379		0		0
525	4	Jack Pine	Good	1	449236.5893	183133.3585		0		0
533	4	Red Pine	Good	1	449328.2099	183155.2464	Y	4		0
533	10	Red Pine	Good	1	449796.6928	183219.2856	Y	10		0
534	5	Jack Pine	Good	1	449333.9279	183141.7409		0		0
536	7	Jack Pine	Good	1	449339.6599	183148.6552		0		0
536	9	Jack Pine	Good	1	449835.4593	183230.1366		0		0
539	8	Red Pine	Good	1	449377.2897	183147.7127		0		0
540	5	Red Pine	Good	1	449387.1515	183143.9207		0		0
542	4	Jack Pine	Good	1	449444.3231	183145.9693		0		0
545	6	Red Pine	Good	1	449477.7636	183131.3025		0		0
546	7	Jack Pine	Good	1	449497.2107	183151.0572		0		0
547	4	Red Pine	Good	1	449504.2447	183149.2269		0		0
548	6	Jack Pine	Good	1	449509.7873	183134.1419		0		0
549	6	Jack Pine	Good	1	449513.1174	183152.2108	Y	6		0
550	6	Jack Pine	Good	1	449521.4731	183139.0969		0		0
551	9	Red Pine	Good	1	449523.1393	183137.3494		0		0
552	7	Jack Pine	Good	1	449519.4192	183138.4554		0		0
553	8	Jack Pine	Good	1	449569.3764	183138.1428	Y	8		0
554	10	Jack Pine	Good	1	449600.9494	183140.5655	Y	10		0
555	5	Red Pine	Good	1	449597.5981	183138.4059	Y	5		0
556	5	Red Pine	Good	1	449597.5573	183139.1687	Y	5		0
557	10	Red Pine	Good	1	449608.4001	183126.7630	Y	10		0
558	8	Red Pine	Good	1	449627.9251	183121.9564	Y	8		0
559	7	Red Pine	Good	1	449629.9576	183121.9849	Y	7		0
560	7	Red Pine	Good	1	449633.9474	183126.8985	Y	7		0
561	5	Red Oak	Good	1	449638.5862	183130.8744	Y	5		0
562	6	Red Oak	Good	1	449637.6260	183130.4887	Y	6		0
563	6	Jack Pine	Good	1	449653.1130	183122.8157	Y	6		0
564	8	Jack Pine	Good	1	449655.4933	183125.5697	Y	8		0
567	8	Jack Pine	Good	1	449740.0548	183131.3290	Y	8		0
601	6	Red Pine	Good	1	449572.4875	183134.9502	Y	6		0
602	4	Red Pine	Good	1	449581.3711	183118.1491	Y	4		0
603	7	Red Pine	Good	1	449626.0839	183122.9946	Y	7		0
604	10	Red Pine	Good	1	449622.2020	183125.3547	Y	10		0
605	6	Jack Pine	Good	1	449632.9936	183117.4366	Y	6		0
605	16	Red Pine	Good	1	449053.1900	183116.1582	Y	16		0
607	6	Jack Pine	Good	1	449669.4296	183116.9115	Y	6		0
3019	6	Jack Pine	Good	1	449523.4038	184338.5128	Y	6	Y	6
3020	10	Jack Pine	Good	1	449553.5871	184293.9710	Y	10	Y	10
3021	10	Jack Pine	Good	1	449549.2455	184293.7903	Y	10	Y	10
3022	10	Jack Pine	Good	1	449535.5344	184265.8919	Y	10	Y	10
3023	10	Jack Pine	Good	1	449527.0543	184250.7486	Y	10	Y	10
3024	8	Jack Pine	Good	1	449525.5704	184244.9890		8	Y	8
3025	6	Jack Pine	Good	1	449522.6214	184242.2702	Y	6	Y	6
3026	5	Jack Pine	Good	1	449538.8598	184180.6210	Y	5	Y	5
3027	5	Jack Pine	Good	1	449542.7945	184176.2038	Y	5	Y	5
3028	4	Red Pine	Good	1	449542.7947	184176.6509	Y	4	Y	4
3029	4	Jack Pine	Good	1	449538.6972	184165.3844	Y	4	Y	4
3030	10	Jack Pine	Good	1	449542.5866	184141.1632	Y	10	Y	10
3031	12	Jack Pine	Good	1	449553.1667	184139.3814	Y	12	Y	12
3032	10	Jack Pine	Good	1	449564.9093	184130.2168	Y	10	Y	10
3033	15	Jack Pine	Good	1	449556.8450	184119.1134	Y	15	Y	15
3034	8	Jack Pine	Poor	1	449559.8199	184115.8304	Y	8	Y	8
3035	12	Jack Pine	Dead	1	449572.4914	184094.5241	Y	12	Y	12
3036	8	Jack Pine	Good	1	449562.5860	184077.3954	Y	8	Y	8
3037	6	Jack Pine	Good	1	449553.4143	184061.7718	Y	6	Y	6
3038	9	Jack Pine	Good	1	449552.6894	184065.3516	Y	9	Y	9
3039	7	Jack Pine	Good	1	449553.8570	184063.4304	Y	7	Y	7
3040	9	Jack Pine	Good	1	449553.8364	184062.7945	Y	9	Y	9
3041	4	Jack Pine	Good	1	449550.6590	184054.3042	Y	4	Y	4
3042	7	Jack Pine	Good	1	449551.2953	184057.3261	Y	7	Y	7
3043	7	Jack Pine	Good	1	449553.8520	184056.1850	Y	7	Y	7
3044	5	Jack Pine	Good	1	449560.3436	184044.5340	Y	5	Y	5
3045	12	Jack Pine	Good	1	449553.2524	184036.9983	Y	12	Y	12
3046	4	Jack Pine	Good	1	449557.4774	184028.9601	Y	4	Y	4
3047	10	Jack Pine	Good	1	449563.2351	184007.9805	Y	10	Y	10
3048	5	Jack Pine	Good	1	449556.1588	184004.8553	Y	5	Y	5
3049	4	Jack Pine	Good	1	449557.2529	184003.2177	Y	4	Y	4
3050	5	Jack Pine	Good	1	449558.9081	184012.6270	Y	5	Y	5
3051	18	Quaking Aspen	Good	1	449580.2807	184358.4533		0		0
3052	8	Quaking Aspen	Good	1	449579.9238	184366.7971		0		0
3053	12	Quaking Aspen	Good	1	449574.0267	184363.1826		0		0
3054	12	Quaking Aspen	Good	1	449577.3302	184354.5931		0		0
3055	12	Quaking Aspen	Good	1	449574.9259	184344.6545		0		0
3056	8	Quaking Aspen	Good	1	449582.4342	184256.0765	Y	8	Y	8
3057	9	American Elm	Good	1	449589.4198	184260.2688	Y	9	Y	9
3058	9	Quaking Aspen	Good	1	449587.4539	184254.6245	Y	9	Y	9
3059	10	Quaking Aspen	Good	1	449588.5382	184233.8430	Y	10	Y	10
3060	10	Quaking Aspen	Good	1	449598.0839	184231.1158	Y	10	Y	10
3061	8	Quaking Aspen	Dead	1	449602.4776	184193.6729	Y	8	Y	8
3062	8	Quaking Aspen	Good	1	449605.6970	184174.5642	Y	8	Y	8
3063	8	Quaking Aspen	Good	1	449611.4818	184146.6306	Y	8	Y	8
3064	13	Jack Pine	Good	1	449588.1358	184140.3740	Y	13	Y	13
3065	6	Red Oak	Good	1	449616.9010	184127.1690	Y	6	Y	6
3066	38	Red Oak	Good	2	449629.0203	184116.1928	Y	38	Y	38
3067	23	Red Oak	Fair	1	449629.0203	184128.3662	Y	23	Y	23
3068	13	Bur Oak	Good	1	449639.3463	184116.8565	Y	13	Y	13
3069	4	Bur Oak	Good	1	449634.7802	184097.9152	Y	4	Y	4
3070	18	Red Oak	Good	1	449639.5797	184086.9165	Y	18	Y	18
3071	5	Red Oak	Good	1	449643.5297	184054.1248	Y	5	Y	5
3072	11	Black Cherry	Good	1	449658.1424	184036.8522	Y	11	Y	11
3073	4	Bur Oak	Good	1	449655.0615	184040.6265	Y	4	Y	4
3074	18	Bur Oak	Good	1	449641.1515	184039.6252	Y	18	Y	18
3075	10	Bur Oak	Good	1	449628.4082	184042.7441	Y	10	Y	10
3076	18	Bur Oak	Good	1	449635.9060	184027.7619	Y	18	Y	18
3077	13	Bur Oak	Good	1	449640.1476	184005.1492	Y	13	Y	13
3078	4	Red Oak	Good	1	449635.5828	184002.5306	Y	4	Y	4
3079	16	Bur Oak	Good	1	449650.8639	184005.5087	Y	16	Y	16
3080	4	Red Oak	Good	1	449646.6964	183992.2027	Y	4	Y	4
3081	5	Red Oak	Good	1	449663.4944	183976.2724	Y	5	Y	5
3082	5	Red Oak	Good	1	449653.4566	183978.5973	Y	5	Y	5
3083	5	Red Oak	Good	1	449660.3825	183954.3014	Y	5	Y	5
3113	20	Jack Pine	Good	1	449541.2025	184335.9319	Y	20	Y	20
3114	20	Jack Pine	Good	1	449549.4622	184308.7869	Y	20	Y	20
3115	15	Jack Pine	Good	1	449550.9673	184292.3746	Y	15	Y	15
3116	14	Jack Pine	Good	1	449539.8170	184295.5519	Y	14	Y	14
3117	10	Jack Pine	Good	1	449530.4565	184290.2222	Y	10	Y	10
3118	16	Jack Pine	Good	1	449547.7134	184250.1729	Y	16	Y	16
3119	8	Jack Pine	Good	1	449545.8185	184257.5034		8	Y	8
3120	16	Jack Pine	Good	1	449551.1141	184246.7946	Y	16	Y	16
3121	20	Jack Pine	Dead	1	449549.8346	184250.0795	Y	20	Y	20
3122	18	Jack Pine	Good	1	449550.7525	184239.2596	Y	18	Y	18
3123	16	Jack Pine	Good	1	449541.4872	184205.7355	Y	16	Y	16
3124	20	Jack Pine	Good	1	449550.7737	184212.6410	Y	20	Y	20
3125	14	Jack Pine	Good	1	449561.0084	184183.8097	Y	14	Y	14
3126	14	Jack Pine	Good	1	449557.4933	184187.4647	Y	14	Y	14
3127	16	Jack Pine	Dead	1	449553.0614	184164.9893	Y	16	Y	16
3128	12	Jack Pine	Good	1	449549.5570	184171.0751	Y	12	Y	12
3129	10	Jack Pine	Dead	1	449559.7789	184174.3321	Y	10	Y	10
3130	14	Jack Pine	Good	1	449563.4673	184137.9809	Y	14	Y	14
3131	16	Jack Pine	Dead	1	449567.1888	184119.3754	Y	16	Y	16
3132	4	Jack Pine	Good	1	449583.7969	184097.4568	Y	4	Y	4
3133	5	Red Oak	Good	1	449581.4885	184101.3387	Y	5	Y	5
3134	7	Jack Pine	Dead	1	449584.5206	184077.2784	Y	7	Y	7
3135	6	Jack Pine	Dead	1	449586.6852	184078.2165	Y	6	Y	6
3136	9	Jack Pine	Good	1	449586.6605	184074.8424	Y	9	Y	9
3137	14	Jack Pine	Good	1	449580.1863	184059.6648	Y	14	Y	14
3138	4	Red Oak	Good	1	449578.0872	184041.6259	Y	4	Y	4
3139	6	Red Oak	Good	1	449583.9982	184038.8711	Y	6	Y	6
3140	6	Red Oak	Good	1	449587.4274	184036.7195	Y	6	Y	6
3141	4	Red Oak	Dead	1	449583.7117	184026.9603	Y	4	Y	4
3142	13	Jack Pine	Good	1	449572.9627	184018.7214	Y	13	Y	13
3143	12	Jack Pine	Good	1	449568.4005	184013.2626	Y	12	Y	12
3144	9	Jack Pine	Good	1	449576.0030	183998.1726	Y	9	Y	9
3145	13	Jack Pine	Good	1	449578.6841	184006.5528	Y	13	Y	13
3146	16	Jack Pine	Good	1	449578.1840	184012.7529	Y	16	Y	16
3147	11	Red Oak	Good	1	449591.8075	183994.2488	Y	11	Y	11
3148	10	Red Oak	Good	1	449576.9110	183983.3418	Y	10	Y	10
3149	11	Quaking Aspen	Good	1	449595.8069	184307.0944		0		0
3150	8	Jack Pine	Good	1	449597.3660	184277.5551		0		0
3151	12	Quaking Aspen	Good	1	449592.2034	184272.3410		0		0
3152	5	Red Oak	Good	1	449602.7037	184248.8573		0		0
3153	12	Quaking Aspen	Good	1	449599.6124	184283.6269		0		0
3154	12	American Elm	Good	1	449598.3975	184238.8132	Y	12	Y	12
3155	12	Quaking Aspen	Good	1	449625.6944	184243.2590		0		0
3156	10	Quaking Aspen	Good	1	449610.8641	184216.0399		0		0
3157	5	Red Oak	Good	1	449622.8090	184175.8807		0		0
3158	9	Bur Oak	Good	2	449634.5168	184165.3997		0		0
3159	5	Red Oak	Good	1	449641.2181	184158.0573		0		0
3160	6	Red Oak	Good	1	449624.8137	184128.3515	Y	6	Y	6
3162	8	Quaking Aspen	Good	1	449648.2183	184115.9911	Y	8	Y	8
3163	9	Quaking Aspen	Good	1	449661.6552	184101.0361	Y	9	Y	9
3164	15	Bur Oak	Good	1	449671.1519	184088.3722	Y	15	Y	15
3167	10	Bur Oak	Good	1	449679.2348	184058.9385	Y	10	Y	10
3168	16	Bur Oak	Good	1	449691.9533	184059.8584	Y	16	Y	16
3169	10	Red Oak	Good	1	449682.4181	184026.5996	Y	10	Y	10
3170	5	Red Oak	Good	1	449650.9066	184022.0572	Y	5	Y	5
3171	4	Red Oak	Good	1	449685.7498	184019.7119	Y	4	Y	4
3172	9	Pine	Good	1	449663.7851	183989.7620	Y	9	Y	9
3173	15	Bur Oak	Good	1	449684.9451	184005.7815	Y	15	Y	15
3174	10	Red Oak	Good	1	449704.3913	183991.1766	Y	10	Y	10
3175	8	Bur Oak	Good	1	449691.2863	183967.0206	Y	8	Y	8
3176	84	Red Oak	Good	1	449714.7394	183975.5936	Y	84	Y	84
3301	4	Jack Pine	Good	1	449526.0391	184260.8882		4	Y	4
3302	6	Snowdeer	Good	1	449517.5922	184158.8825	Y	8	Y	8
3303	6	Jack Pine	Good	1	449531.4908	184113.8240	Y	6	Y	6
3304	8	Jack Pine	Good	1	449538.2708	184173.0436	Y	8	Y	8
3305	6	Jack Pine	Good	1	449537.9162	184177.4416	Y	6	Y	6
3306	6	Jack Pine	Good	1	449536.9609	184156.6857	Y	6	Y	6
3307	6	Jack Pine	Dead	1	449540.5210	183764.2832	Y	6	Y	6
3308	4	Jack Pine	Good	1	449541.3632	184129.6676	Y	4	Y	4
3309	4	Jack Pine	Good	1	449547.5775	184120.9437	Y	4	Y	4
3310	8	Jack Pine	Good	1	449538.0380	184128.6835	Y	8	Y	8
3311	4	Jack Pine	Good	1	449550.7571	184088.6889	Y	4	Y	4
3312	8	Jack Pine	Good	1	449557.3642	184076.8893	Y	8	Y	8
3314	6	Jack Pine	Good	1	449569.4372	184063.7347	Y	6	Y	6
3315	4	Jack Pine	Good	1	449561.9437	184046.7970	Y	4	Y	4
3316	6	Jack Pine	Good	1	449560.1966	184049.4596	Y	6	Y	6
3317	18	Jack Pine	Good	1	449569.2892	184041.0498	Y	18	Y	18
3318	4	Jack Pine	Good	1	449568.1257	184017.7262	Y	4	Y	4
3319	6	Jack Pine	Good	1	449560.2489	184000.5405	Y	6	Y	6
3320	4	Jack Pine	Good	1	449559.8372	184019.4430	Y	4	Y	4
3321	4	Jack Pine	Good	1	449564.4312	183999.3596	Y	4	Y	4
3322	13	Quaking Aspen	Good	1	449579.0083	184339.6196		0		0
3326	8	Quaking Aspen	Good	1	449588.0284	184304.5856		0		0
3327	12	Quaking Aspen	Good	1	449588.1202	184303.5456		0		0
3328	10	American Elm	Good	1	449629.2774	184284.8961		0		0
3329	10	American Elm	Good	1	449598.6868	184295.6221		0		0
3330	10	Quaking Aspen	Poor	1	449604.7937	184256.5823		0		0
3331	8	Quaking Aspen	Good	1	449607.2393	184254.3150		0		0
3332	8	American Elm	Good	1	449611.2336	184163.6993	Y	8	Y	8
3333	4	Bur Oak	Good	1	449603.9163	184149.5094		4		0
4013	8	Red Pine	Good	1	449180.2774	183180.0917	Y	8		0
4014	8	Red Pine	Good	1	449184.5819	183761.5841	Y	8		0
4015	6	Red Pine	Good	1	449186.9001	183764.0414	Y	6		0
4016	8	Jack Pine	Good	1	449182.7395	183757.6151	Y	8		0
4017	31	Red Pine	Dead	1	449434.0706	183738.4515	Y	31	Y	31
4018	8	Red Pine	Good	1	449468.5833	183731.3015	Y	8		0
4019	18	Red Pine	Good	1	449478.0404	183746.2300	Y	18		0
4020	17	Red Pine	Good	1	449476.0704	183754.9405	Y	17		0
4021	4	Red Pine	Good	1	449471.3809	183774.3465	Y	4		0
4022	5	Red Pine	Good	1	449475.8855	183768.4346	Y	5		0
4023	6	Red Pine	Good	1	449477.9533	183768.8221	Y	6		0
4024	7	Red Pine	Good	1	449483.8045	183770.2758	Y	7		0
4025	7	Red Pine	Good	1	449484.6822	183770.2179	Y	7		0
4026	6	Red Pine	Good	1	449489.9867	183769.2690	Y	6		0
4027	6	Jack Pine	Good	1	449494.0874	183766.4793	Y	6		0
4028	4	Jack Pine	Good	1	449496.0953	183772.1085	Y	4		0
4029	7	Red Pine	Good	1	449509.9702	183771.2077	Y	7		0
4030	9	Red Pine	Good	1	449527.0424	183795.4566	Y	9		0
4031	9	Red Pine	Good	1	449535.5405	183771.4515	Y	9		0
4032	7	Red Pine	Good	1	449557.2473	183774.4501	Y	7		0
4033	8	Red Pine	Good	1	449557.8397	183767.2003	Y	6		0
4034	5	Red Pine	Good	1	449558.6533	183763.1041	Y	5		0
4035	7	Red Pine	Good	1	449549.3808	183771.8438	Y	7		0
4036	6	Red Pine	Good	2	449559.5384	183759.1596	Y	6		0
4037	8	Jack Pine	Good	1	449652.6583	183467.5794	Y	7		0
4038	7	Jack Pine	Good	1	449625.8119	183468.9892	Y	8		0
4039	6	Jack Pine	Good	1	449620.8218	183480.2741	Y	6		0
4040	6	Red Pine	Good	1	449536.9664	183487.9203	Y	6		0
4041	4	Red Pine	Good	1	449663.4969	183489.8145	Y	4		0
4042	6	Jack Pine	Good	1	449641.4145	183496.4650	Y	5		0
4043	6	Jack Pine	Good	1	449647.9727	183493.3620	Y	8		0
4044	6	Jack Pine	Good	1	449598.3156	183489.4754	Y	8		0
4045	6	Jack Pine	Good	1	449603.6707	183489.2684	Y	8		0
4046	6	Jack Pine	Good	1	449598.2701	183497.9939	Y	8		0
4047	6	Jack Pine	Good	1	449597.9543	183509.5874	Y	7		0
4048	6	Jack Pine	Good	1	449594.5665	183494.6587	Y	8		0
4049	6	Jack Pine	Good	1	449602.8055	183465.5295	Y	6		0
4050	6	Red Pine	Good	1	449587.0882	183462.2643	Y	6		0
4051	6	Jack Pine	Dead	1	449622.1502	183478.5705	Y	6	Y	6
4052	9	Jack Pine	Good	1	449621.8186	183484.2426	Y	9		0
4053	10	Jack Pine	Good	1	449608.4226	183463.6814	Y	10		0
4054	8	Jack Pine	Good	1	449598.3156	183489.4754	Y	8		0
4055	8	Jack Pine	Good	1	449603.6707	183489.2684	Y	8		0
4056	8	Jack Pine	Good	1	449598.2701	183497.9939	Y	8		0
4057	7	Jack Pine	Good	1	449597.9543	183509.5874	Y	7		0
4058	8	Jack Pine	Good	1	449594.5665	183494.6587	Y	8		0
4059	6	Jack Pine	Good	1	449602.8055	183465.5295	Y	6		0
4060	6	Jack Pine	Good	1	449587.0882	183462.2643	Y	6		0
4061	7	Jack Pine	Good	1	449568.0444	183464.6677	Y	7		0
4062	8	Jack Pine	Good	1	449553.2637	183468.7492	Y	8		0
4063	5	Jack Pine	Good	1	449553.1232	183472.1283	Y	5		0
4064	4	Jack Pine	Good	1	449550.6083	183470.5982	Y	4		0
4065	17	Jack Pine	Good	5	449552.4546	183462.9215	Y	17		0
4066	8	Jack Pine	Good	1	449507.9093	183477.0148	Y	8		0
4067	9	Jack Pine	Good	1	449496.1047	183466.3988	Y	9		0
4068	4	Jack Pine	Good	1	449486.2766	183469.0960	Y	4		0
4069	10	Jack Pine	Good	1	449475.4035	183468.5077	Y	10		0
4070	9	Jack Pine	Good	1	449470.7723	183493.1518	Y	9		0
4071	9	Jack Pine	Good	1	449472.9865	183493.3717	Y	9		0
4072	5	Jack Pine	Good	1	449489.3870	183495.2624	Y	5		0
4073	5	Jack Pine	Good	1	449485.9226	183499.3799	Y	5		0
4074	4	Jack Pine	Good	1	449494.7571	183496.4074	Y	4		0
4075	8	Jack Pine	Good	1	449489.4018	183497.2264	Y	8		0
4076	6	Jack Pine	Good	1	449492.7655	183496.8208	Y	6		0
4077	4	Jack Pine	Good	1	449485.3941	183493.2103	Y	4		0
4078	5	Jack Pine	Good	1	449467.4573	183495.8985	Y	5		0
4079	7	Jack Pine	Good	1	449462.7110	183502.4593	Y	7		0
4080	6	Jack Pine	Good	1	449461.7253	183496.8386	Y	6		0
4081	5	Jack Pine	Good	1	449458.6231	183503.1270	Y	5		0
4082	14	Jack Pine	Good	1	449452.9387	183483.2372	Y	14		0
4083	5	Jack Pine	Good	1	449438.5530	183496.4966	Y	5		0
4084	5	Jack Pine	Good	1	449439.9337	183496.0044	Y	5		0
4085	5	Jack Pine	Good	1	449437.1539	183498.9445	Y	5		0
4086	4	Jack Pine	Good	1	449434.6981	183493.7555	Y	4		0
4087	14	Jack Pine	Good	1	449378.8355	183479.3576	Y	14		0
4088	4	Jack Pine	Good	1	449370.2765	183494.1832	Y	4		0
4089	5	Jack Pine	Good	1	449370.7533	183500.2999	Y	5		0
4090	4	Jack Pine	Good	1	449356.1981	183504.6812	Y	4		0
4091	8	Jack Pine	Good	1	449354.2571	183499.4744	Y	8		0
4092	5	Jack Pine	Good	1	449339.5379	183496.2268	Y	5		0
4093	6	Jack Pine	Good	1	449339.3426	183503.0917	Y	6		0
4094	8	Red Pine	Good	1	449186.2399	183748.9741	Y	8		0
4310	6	Jack Pine	Good	1	449403.0896	183757.8711	Y	6		0
4311	13	Red Pine	Good	1	449422.5668	183744.0311	Y	13		0
4312	4	Red Pine	Good	1	449411.1518	183768.3932	Y	4		0
4313	8	Red Pine	Good	1	449426.9622	183755.6288	Y	8		0
4314	8	Red Pine	Good	1	449427.0030	183758.5808	Y	8		0
4315	14	Jack Pine	Good	1	449439.2946	183783.4422	Y	14		0
4316	8	Red Pine	Good	1	449439.5600	183772.5891	Y	8		0
4317	8	Red Pine	Good	1	449457.8875	183772.3853	Y	8		0
4318	19	Red Pine	Good	1	449503.3123	183749.7913	Y	19		0
4319	17	Red Pine	Good	1	449508.7780	183740.9027	Y	17		0
4320	7	Red Pine	Good	1	449516.4540	183759.9620	Y	7		0
4321	6	Red Oak	Good	1	449511.9567	183766.7915	Y	6		0
4322	8	Red Pine	Good	1	449522.6490	183759.3274	Y	8		0
4323	8	Jack Pine	Good	1	449549.3542	183768.6735	Y	8		0
4324	4	Red Pine	Good	1	449552.6216	183748.8415	Y	4		0
4325	4	Red Pine	Good	1	449560.4434	183745.3572

4650	8	Jack Pine	Good	1	449485.7045	183175.4851	Y	8		0
4651	10	Jack Pine	Good	1	449470.1312	183151.8675		0		0
4652	8	Red Pine	Good	1	449485.1942	183163.2645	Y	8		0
4653	8	Jack Pine	Good	1	449501.1454	183166.5692	Y	8		0
4654	8	Siberian Elm	Good	1	449539.4681	183177.5630	Y	8	Y	8
4655	6	Jack Pine	Good	1	449539.3188	183194.4735	Y	6		0
4656	10	Red Cedar	Good	1	449544.3126	183205.3442	Y	10		0
4657	10	Jack Pine	Good	1	449538.5514	183212.6254	Y	10		0
4658	6	Jack Pine	Good	1	449552.2490	183210.4983	Y	6		0
4659	10	Jack Pine	Good	1	449555.8099	183202.1379	Y	10		0
4660	6	Jack Pine	Good	1	449568.1771	183193.4918	Y	6		0
4661	10	Red Pine	Good	1	449573.6866	183185.9685	Y	10		0
4662	7	Jack Pine	Good	1	449577.7711	183201.7411	Y	7		0
4663	12	Jack Pine	Good	1	449595.6710	183213.7173	Y	12		0
4664	8	Jack Pine	Good	1	449597.7786	183191.6134	Y	8		0
4665	14	Jack Pine	Good	1	449592.1273	183178.6648	Y	14		0
4666	7	Jack Pine	Good	1	449280.6255	183201.4535	Y	7		0
4667	14	Jack Pine	Good	1	449613.0044	183197.0017	Y	14		0
4668	12	Black Cherry	Good	1	449613.2577	183175.1564	Y	12		0
4669	12	Jack Pine	Good	1	449624.1808	183194.3544	Y	12		0
4670	5	Jack Pine	Good	1	449629.6459	183194.0820	Y	5		0
4671	10	Jack Pine	Good	1	449636.4017	183199.8179	Y	10		0
4674	4	Jack Pine	Good	1	449439.1596	183187.3755	Y	4		0
4675	6	Jack Pine	Good	1	449439.9136	183178.3785	Y	6		0
4676	6	Jack Pine	Good	1	449422.3354	183171.0929	Y	6		0
4677	6	Jack Pine	Good	1	449418.8554	183168.9985	Y	6		0
4678	16	Siberian Elm	Good	1	449241.5021	183154.3711		0	Y	16
4679	8	Siberian Elm	Good	1	449183.6655	183158.9861	Y	8	Y	8
4680	12	Red Cedar	Good	1	449101.7502	183184.9388	Y	12		0
4681	6	Jack Pine	Good	1	449106.2194	183188.5513	Y	6		0
4682	6	Jack Pine	Good	1	449092.4083	183183.1814	Y	6		0
4683	8	Jack Pine	Good	1	449103.7372	183173.0954	Y	8		0
4684	16	Scots Pine	Good	1	449354.4280	183911.1883	Y	16		0
4685	6	Red Cedar	Good	1	449383.7428	184005.7316	Y	6		0
4686	4	Red Cedar	Good	1	449382.1998	184004.8305	Y	4		0
4687	4	Red Cedar	Good	1	449347.3581	184087.7398	Y	4		0
4688	6	Red Cedar	Good	1	449374.1729	184175.1257	Y	6		0
4689	7	Jack Pine	Good	1	449146.1290	184265.9493		0		0
4690	19	Red Pine	Good	1	449071.6351	184368.9195		0		0
4691	12	Red Pine	Good	1	449094.7722	184366.2236		0		0
4692	10	Black Locust	Good	2	449182.5515	184354.5529	Y	10		0
4693	10	Boxelder	Good	1	449372.3103	184363.1697	Y	10		0
4694	5	Jack Pine	Good	1	449526.8585	184109.4952	Y	5		0
4695	4	Red Cedar	Good	1	449709.1252	183902.6689	Y	4	Y	4
4696	5	Jack Pine	Good	1	449707.4825	183901.3371	Y	5	Y	5
4697	7	Jack Pine	Good	1	449711.4186	183900.1178	Y	7	Y	7
4698	5	Jack Pine	Good	1	449715.9367	183897.3090	Y	5	Y	5
4699	4	Jack Pine	Good	1	449714.0320	183895.8563	Y	4	Y	4
4700	4	Jack Pine	Good	1	449724.9391	183899.7414	Y	4	Y	4
4701	5	Red Pine	Good	1	449355.6417	183250.7883	Y	5		0
4702	7	Jack Pine	Good	1	449361.5519	183209.7569	Y	7		0
4703	6	Jack Pine	Good	1	449396.8417	183214.4561	Y	6		0
4704	8	Jack Pine	Good	1	449393.3052	183223.3038	Y	8		0
4705	16	Jack Pine	Good	1	449403.8231	183228.3051	Y	16		0
4706	7	Jack Pine	Good	1	449408.7107	183222.8552	Y	7		0
4707	7	Jack Pine	Good	1	449413.0852	183215.7134	Y	7		0
4708	7	Jack Pine	Good	1	449423.1010	183218.1843	Y	7		0
4709	5	Jack Pine	Good	1	449422.7075	183218.0715	Y	5		0
4710	6	Jack Pine	Good	1	449422.0894	183215.6371	Y	6		0
4711	5	Jack Pine	Good	1	449427.9552	183215.6622	Y	5		0
4712	5	Jack Pine	Good	1	449431.5951	183215.0014	Y	5		0
4713	5	Jack Pine	Good	1	449434.0588	183221.4928	Y	5		0
4714	6	Jack Pine	Good	1	449444.2200	183215.3358	Y	6		0
4715	6	Jack Pine	Good	1	449442.8548	183209.9200	Y	6		0
4716	6	Jack Pine	Good	1	449445.7858	183209.7040	Y	6		0
4717	8	Jack Pine	Good	1	449451.6910	183215.9440	Y	8		0
4718	4	Jack Pine	Good	1	449448.4463	183218.8625	Y	4		0
4719	4	Jack Pine	Good	1	449448.1497	183218.4784	Y	4		0
4720	5	Jack Pine	Good	1	449448.5282	183221.5311	Y	5		0
4721	6	Jack Pine	Good	1	449457.5942	183216.0690	Y	6		0
4722	4	Jack Pine	Good	1	449460.1152	183213.5720	Y	4		0
4723	5	Jack Pine	Good	1	449457.4905	183232.3439	Y	5		0
4724	10	Jack Pine	Good	1	449467.1146	183214.8248	Y	10		0
4725	6	Jack Pine	Good	1	449462.2269	183206.0271	Y	6		0
4726	6	Jack Pine	Good	1	449462.8238	183207.3205	Y	6		0
4727	4	Jack Pine	Good	1	449458.7705	183204.9134	Y	4		0
4728	4	Jack Pine	Good	1	449457.0584	183206.2102	Y	4		0
4729	9	Jack Pine	Good	1	449478.5210	183208.8887	Y	9		0
4730	7	Jack Pine	Good	1	449479.5743	183211.5788	Y	7		0
4731	8	Jack Pine	Good	1	449470.0607	183221.9397	Y	8		0
4732	8	Jack Pine	Good	1	449497.2634	183214.9767	Y	8		0
4733	6	Jack Pine	Good	1	449493.1611	183207.2051	Y	6		0
4734	10	Jack Pine	Good	1	449495.8051	183209.1354	Y	10		0
4735	4	Jack Pine	Dead	1	449492.8616	183205.7926	Y	4	Y	4
4736	6	Jack Pine	Good	1	449493.6977	183200.5519	Y	6		0
4737	4	Jack Pine	Good	1	449507.2090	183200.6199	Y	4		0
4738	8	Jack Pine	Good	1	449501.7120	183212.3015	Y	8		0
4739	11	Jack Pine	Good	1	449504.8234	183219.3793	Y	11		0
4740	5	Jack Pine	Good	1	449512.5662	183195.4814	Y	5		0
4741	7	Jack Pine	Good	1	449509.5087	183191.3504	Y	7		0
4742	7	Jack Pine	Good	1	449516.2772	183194.9018	Y	7		0
4743	8	Jack Pine	Good	1	449514.2309	183190.8594	Y	8		0
4744	6	Jack Pine	Good	1	449524.4610	183214.2304	Y	6		0
4745	5	Jack Pine	Good	1	449522.9843	183213.4127	Y	5		0
4746	6	Jack Pine	Good	1	449529.0396	183215.1924	Y	6		0
4747	6	Jack Pine	Good	1	449525.6517	183209.6874	Y	6		0
4748	6	Jack Pine	Good	1	449534.6593	183216.2022	Y	6		0
4749	4	Red Pine	Good	1	449595.3478	183214.0641	Y	4		0
4750	5	Jack Pine	Good	1	449560.5363	183211.8659	Y	5		0
4751	4	Jack Pine	Good	1	449558.4163	183212.9728	Y	4		0
4752	6	Jack Pine	Good	1	449552.6235	183215.0829	Y	6		0
4753	5	Jack Pine	Good	1	449555.9922	183207.9618	Y	5		0
4754	8	Jack Pine	Good	1	449573.9477	183207.1141	Y	8		0
4755	4	Jack Pine	Good	1	449570.3856	183225.0515	Y	4		0
4756	7	Jack Pine	Good	1	449582.9185	183211.9952	Y	7		0
4757	18	Jack Pine	Fair	1	449592.1938	183229.5988	Y	18		0
4758	15	Jack Pine	Fair	1	449579.9675	183228.0475	Y	15		0
4759	15	Jack Pine	Good	1	449580.9847	183241.7019	Y	15		0
4760	5	Jack Pine	Good	1	449603.8627	183210.4155	Y	5		0
4761	8	Jack Pine	Good	1	449606.6602	183218.9801	Y	8		0
4762	7	Jack Pine	Good	1	449616.0107	183212.9455	Y	7		0
4763	10	Jack Pine	Good	1	449617.4268	183211.9723	Y	10		0
4764	10	Jack Pine	Good	1	449633.9770	183212.5415		0		0
4769	7	Jack Pine	Good	1	449455.3318	183161.3700	Y	7		0
4770	7	Jack Pine	Good	1	449449.2598	183164.7271	Y	7		0
4771	6	Jack Pine	Good	1	449451.9183	183171.5146	Y	6		0
4772	7	Jack Pine	Good	1	449444.1792	183171.4234	Y	7		0
4773	7	Jack Pine	Good	1	449439.2981	183161.5697	Y	7		0
4774	7	Jack Pine	Good	1	449398.6640	183161.6209	Y	7		0
4775	8	Jack Pine	Good	1	449407.2118	183176.0267	Y	8		0
4776	5	Red Pine	Good	1	449395.4897	183204.2502	Y	5		0
4777	8	Red Pine	Good	1	449204.1828	183158.8327	Y	8		0
4778	11	Jack Pine	Good	1	449093.7193	183178.0242	Y	11		0
4779	9	Red Cedar	Good	1	449062.6749	183170.5701	Y	9		0
4780	7	Red Cedar	Good	1	449126.5943	183803.4187	Y	7		0
4781	9	Red Cedar	Good	2	449189.8996	184199.6143	Y	9		0
4782	14	Jack Pine	Good	3	449244.4422	184296.9725	Y	14		0
4783	11	Jack Pine	Good	2	449232.3246	184326.5497	Y	11		0
4784	10	Red Cedar	Good	1	449206.0447	184375.4159	Y	10		0
4785	6	Jack Pine	Good	1	449194.1276	184375.6536	Y	6		0
4786	4	Red Cedar	Good	1	449198.9401	184371.8813	Y	4		0
4787	10	Jack Pine	Good	1	449188.0419	184390.9023	Y	10		0
4788	9	Jack Pine	Good	1	449185.7584	184390.6415	Y	9		0

4790	5	Red Cedar	Good	1	449176.6549	184371.0021	Y	5		0
4791	12	Jack Pine	Dead	1	449155.4404	184378.3854	Y	12	Y	12
4792	14	Black Locust	Good	2	449159.2023	184362.4542	Y	14	Y	14
4793	12	Black Locust	Good	3	449214.2634	184358.8365	Y	12	Y	12
4794	6	Jack Pine	Good	1	449396.2787	184336.1960	Y	6		0
4795	5	Jack Pine	Good	1	449407.9642	184332.1082	Y	5		0
4796	10	Jack Pine	Good	1	449477.1304	184129.7562	Y	10		0
4797	14	Jack Pine	Good	2	449476.8109	184139.4238	Y	14		0
4798	8	Red Cedar	Good	4	449648.1202	183864.4323	Y	8		0
4799	5	Jack Pine	Good	1	449656.2176	183853.0463		0		0
4801	23	Jack Pine	Good	1	449460.4022	183237.4457	Y	23		0
4802	13	Jack Pine	Good	1	449470.3179	183241.2557	Y	13		0
4803	13	Jack Pine	Good	1	449480.4851	183229.8666	Y	13		0
4804	12	Jack Pine	Good	1	449484.2649	183227.0734	Y	12		0
4805	14	Jack Pine	Good	1	449490.3317	183227.8729	Y	14		0
4806	8	Jack Pine	Good	1	449497.7326	183261.9914	Y	8		0
4807	5	Jack Pine	Good	1	449499.5788	183261.1454	Y	5		0
4808	6	Jack Pine	Good	1	449507.3968	183260.1272	Y	6		0
4809	5	Jack Pine	Good	1	449509.1437	183245.5444	Y	5		0
4810	5	Jack Pine	Good	1	449514.2011	183253.9655	Y	5		0
4811	5	Jack Pine	Good	1	449516.4797	183258.6715	Y	5		0
4812	8	Jack Pine	Good	1	449519.5953	183256.1293	Y	8		0
4813	4	Red Cedar	Good	1	449518.3561	183249.3474	Y	4		0
4814	4	Jack Pine	Good	1	449509.0699	183231.3049	Y	4		0
4815	5	Jack Pine	Good	1	449513.6926	183219.3792	Y	5		0
4816	4	Jack Pine	Good	1	449512.8527	183222.5353	Y	4		0
4817	16	Jack Pine	Good	1	449522.7392	183236.0425	Y	16		0
4818	4	Jack Pine	Good	1	449530.6763	183257.3488	Y	4		0
4819	8	Jack Pine	Good	1	449530.3787	183258.1662	Y	8		0
4820	5	Jack Pine	Good	1	449555.1797	183258.0309	Y	5		0
4821	7	Jack Pine	Dead	1	449548.8399	183233.8540	Y	7	Y	7
4822	15	Jack Pine	Dead	1	449550.9049	183233.8957	Y	15	Y	15
4823	17	Jack Pine	Good	1	449544.2257	183230.6121	Y	17		0
4824	5	Red Pine	Good	1	449566.0452	183252.6455	Y	5		0
4825	5	Jack Pine	Good	1	449555.4570	183254.2979	Y	5		0
4826	5	Jack Pine	Good	1	449567.4124	183257.7640	Y	5		0
4827	5	Jack Pine	Good	1	449564.6606	183254.4218	Y	5		0
4828	5	Jack Pine	Good	1	449578.5790	183257.7098	Y	5		0
4829	7	Jack Pine	Good	1	449586.5988	183255.0539	Y	7		0
4830	14	Jack Pine	Good	1	449591.9118	183253.5337	Y	14		0
4831	7	Jack Pine	Good	1	449600.0037	183257.5274	Y	7		0
4832	9	Quaking Aspen	Good	1	449610.5522	183256.8429	Y	9		0
4833	18	Jack Pine	Good	1	449609.2643	183233.1361	Y	18		0
4834	7	Jack Pine	Good	1	449618.5171	183249.4409	Y	7		0
4835	12	Jack Pine	Poor	1	449627.5775	183237.8672	Y	12		0
4836	5	Jack Pine	Poor	1	449638.4323	183254.4380		0		0
4837	5	Jack Pine	Poor	1	449639.0178	183254.1842		0		0
4838	4	Jack Pine	Good	1	449641.4948	183254.1013		0		0
4840	9	Jack Pine	Good	1	449438.3625	183149.4995		0		0
4841	8	Jack Pine	Good	1	449437.8657	183159.5308	Y	8		0
4842	7	Jack Pine	Good	1	449413.9003	183161.8237	Y	7		0
4843	8	Red Cedar	Good	1	449228.4553	183173.7447	Y	8		0
4844	9	Jack Pine	Good	1	449124.9030	183172.5185	Y	9		0
4845	7	Jack Pine	Fair	1	449127.0026	183178.7148	Y	7		0
4846	7	Red Cedar	Good	1	449120.5262	183172.9876	Y	7		0
4847	10	Red Cedar	Good	2	449172.6840	183968.9720	Y	10		0
4848	10	Red Cedar	Good	1	449041.4934	184137.1351	Y	10		0
4849	7	Red Cedar	Good	1	449039.2954	184166.4735	Y	7		0
4850	6	Red Cedar	Good	1	449055.9538	184276.5873		0		0
4851	5	Red Cedar	Good	1	449088.4057	184272.8046		0		0
4852	23	Red Cedar	Good	15	449082.6352	184299.0012		0		0
4853	10	Jack Pine	Good	1	449109.5064	184266.2903		0		0
4854	9	Red Pine	Good	1	449115.1991	184281.7852		0		0
4855	12	Jack Pine	Good	3	449119.6811	184269.9042		0		0
4857	19	Red Pine	Good	1	449080.6865	184368.1044		0		0
4858	8	Black Locust	Good	2	449187.5581	184353.4897	Y	8	Y	8
4859	8	Sugar Maple	Good	1	449268.0681	184384.5604	Y	8		0
4860	6	Jack Pine	Poor	1	449526.4138	184334.9868	Y	6		0
4861	7	Jack Pine	Good	1	449525.3823	184137.6035	Y	7		0
4862	16	Jack Pine	Good	1	449024.8278	183128.9154	Y	16		0
4863	6	Red Pine	Good	1	449095.8514	183142.1435		0		0
4864	6	Red Cedar	Good	1	449099.4958	183135.5707		0		0
4865	4	Jack Pine	Good	1	449121.2497	183140.1331		0		0
4866	5	Jack Pine	Good	1	449121.8564	183140.9895		0		0
4867	8	Red Pine	Good	1	449129.2542	183143.4890		0		0
4868	7	Red Pine	Good	1	449155.5626	183139.5054		0		0
4869	7	Red Pine	Good	1	449156.3476	183137.9803		0		0
4870	4	Red Pine	Good	1	449159.5013	183136.0141		0		0
4871	8	Jack Pine	Good	1	449171.2615	183132.6233		0		0
4872	4	Red Pine	Good	1	449169.2653	183138.8932		0		0
4873	7	Red Pine	Good	1	449174.3093	183142.1406		0		0
4874	4	Red Pine	Good	1	449185.3765	183130.3029		0		0
4875	4	Red Pine	Good	1	449197.1201	183144.1402		0		0
4876	6	Red Pine	Good	1	449215.2864	183143.2117		0		0
4877	8	Red Pine	Good	1	449210.9908	183144.9655		0		0
4878	16	Red Pine	Good	1	449225.3341	183124.9914		0		0
4879	15	Red Pine	Good	1	449236.7266	183129.4633		0		0
4880	5	Jack Pine	Good	1	449259.1352	183124.4720		0		0
4881	4	Jack Pine	Good	1	449267.0699	183123.0851		0		0
4882	13	Red Cedar	Good	1	449270.9527	183135.1266		0		0
4883	4	Red Pine	Good	1	449311.8913	183145.7177		0		0
4884	5	Jack Pine	Good	1	449312.0313	183146.8527		0		0
4885	8	Red Pine	Good	1	449327.2897	183130.8307		0		0
4886	10	Red Pine	Good	1	449338.6800	183133.0235		0		0
4887	14	Red Pine	Good	1	449350.7610	183128.8244		0		0
4888	14	Red Pine	Good	1	449386.0213	183124.6148		0		0
4889	9	Red Pine	Good	1	449384.9879	183123.5928		0		0
4890	4	Red Cedar	Good	1	449402.9971	183128.4758		0		0
4891	7	Red Pine	Good	1	449421.5316	183137.0057		0		0
4892	7	Jack Pine	Good	1	449423.0020	183139.4219		0		0
4893	5	Jack Pine	Good	1	449431.0538	183142.5162		0		0
4894	5	Jack Pine	Good	1	449483.5606	183136.0799		0		0
4895	8	Jack Pine	Good	1	449490.3673	183144.9926		0		0
4896	5	Jack Pine	Good	1	449417.5745	183238.4314	Y	5		0
4897	5	Jack Pine	Good	1	449491.0485	183131.9345		0		0
4898	29	Red Pine	Good	3	449508.4722	183122.4727		0		0
4899	9	Jack Pine	Good	1	449527.5345	183132.6626		0		0
4900	5	Red Pine	Good	1	449578.5894	183127.2082	Y	5		0
4901	19	Red Pine	Good	1	449056.3226	183125.4793	Y	19		0
4902	16	Red Pine	Good	1	449052.0170	183125.4331	Y	16		0
4903	8	Red Pine	Good	1	449307.7453	183131.3320	Y	8		0
4904	14	Red Pine	Good	1	449077.0940	183129.1438		0		0
4905	14	Red Pine	Good	1	449090.8384	183125.0369		0		0
4906	18	Red Pine	Good	1	449109.4056	183130.1706		0		0
4907	4	Red Pine	Good	1	449110.1842	183136.8726		0		0
4908	4	Red Pine	Good	1	449116.5488	183138.3131		0		0
4909	6	Jack Pine	Good	1	449132.0920	183132.2172		0		0
4910	4	Jack Pine	Good	1	449145.5366	183132.5745		0		0
4911	4	Jack Pine	Good	1	449148.9550	183125.3329		0		0
4912	4	Jack Pine	Good	1	449151.3991	183118.0235		0		0
4913	4	Jack Pine	Good	1	449149.2152	183119.0739		0		0
4914	4	Jack Pine	Good	1	449190.7242	183136.2466		0		0
4915	18	Red Pine	Good	1	449166.0362	183122.1508		0		0
4916	5	Jack Pine	Good	1	449165.5199	183130.0708		0		0
4917	16	Red Pine	Good	1	449202.3889	183126.2751		0		0
4918	15	Red Pine	Good	1	449215.5032	183127.5816		0		0
4919	4	Red Oak	Good	1	449209.5434	183128.2221		0		0
4920	6	Jack Pine	Good	1	449241.9438	183132.7183		0		0
4921	4	Red Pine	Good	1	449241.2979	183130.9921		0		0
4922	5	Jack Pine	Good	1	449250.1306	183128.7598		0		0
4923	18	Red Pine	Good	1	449201.9486	183121.9931		0		0
4924	22	Red Pine	Good	1	449294.2230	183130.7440		0		0
4925	18	Red Pine	Good	1	449314.7775	183128.5271		0		0

4926	12	Red Pine	Good	1	449309.3226	183132.0988		0		0
4927	9	Red Cedar	Good	1	449356.3219	183127.8404		0		0
4928	11	Red Pine	Good	1	449367.4642	183125.8186		0		0
4929	0	Red Pine	Good	1	449356.8248	183127.6395		0		0
4930	14	Red Pine	Good	1	449361.9281	183126.0361		0		0
4931	12	Red Pine	Good	1	449370.7413	183124.8833		0		0
4932	14	Red Pine	Good	1	449386.8463	183121.5898		0		0
4933	4	Red Pine	Good	1	449383.8439	183126.5794		0		0
4934	18	Red Pine	Good	1	449421.0464	183126.1912		0		0
4935	18	Jack Pine	Good	1	449431.2321	183127.5181		0		0
4936	12	Jack Pine	Good	1	449448.7321	183127.5814		0		0
4937	6	Red Oak	Good	1	449464.2731	183124.2684		0		0
4938	8	Jack Pine	Good	1	449465.6831	183126.1167		0		0
4939	4	Jack Pine	Good	1	449489.1089	183124.0588		0		0
4940	4	Red Oak	Good	1	449492.5841	183119.7201		0		0
4941	20	Red Pine	Good	1	449509.8687	183119.6657		0		0
4942	18	Red Pine	Good	1	449508.7979	183109.8578		0		0
4943	5	Red Pine	Good	1	449588.5883	183119.6352	Y	5		0
4944	18	Red Pine	Good	1	449586.6850	183115.0328	Y	18		0
4945	6	Red Pine	Good	1	449600.4078	183118.7082	Y	6		0
4946	4	Red Pine	Good	1	449600.3388	183116.1750	Y	4		0
4947	18	Red Pine	Good	1	449676.6592	183116.1252	Y	18		0
4996	8	Black Cherry	Good	1	449523.9550	184306.1742	Y	8	Y	8
4997	4	Jack Pine	Good	1	449527.3503	184307.3294	Y	4	Y	4
4998	10	Jack Pine	Good	1	449529.9386	184311.9331	Y	10	Y	10
4999	8	Jack Pine	Good	1	449518.3378	184282.2285	Y	8	Y	8
5000	8	Jack Pine	Good	1	449518.4014	184268.5307	Y	8	Y	8
	8976							7703		1802
	TOTAL INCHES							TOTAL REMOVED		TOTAL EXSM

POPE ARCHITECTS

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PACT Charter School

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White Bear Lake, MN 55110
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PACT CHARTER SCHOOL
RAMSEY, MN

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

NORTH
0 15 30 60

TREE PRESERVATION PLAN - CALCS

Issues and Revisions:

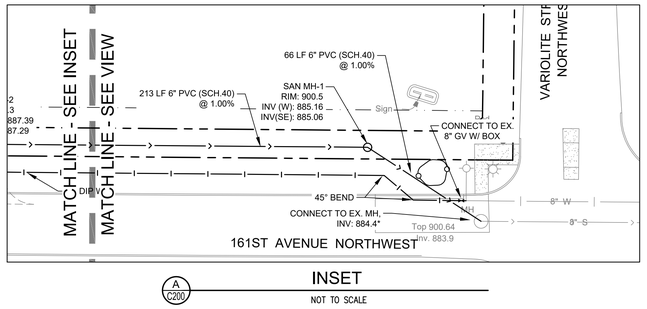
CITY RE-SUBMITTAL	6.10.2022

I hereby certify that this plan, specifications 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.

Eric G. Meyer, P.E.

Date: 06.10.2022 Lic. No.: 44592

Commission No.



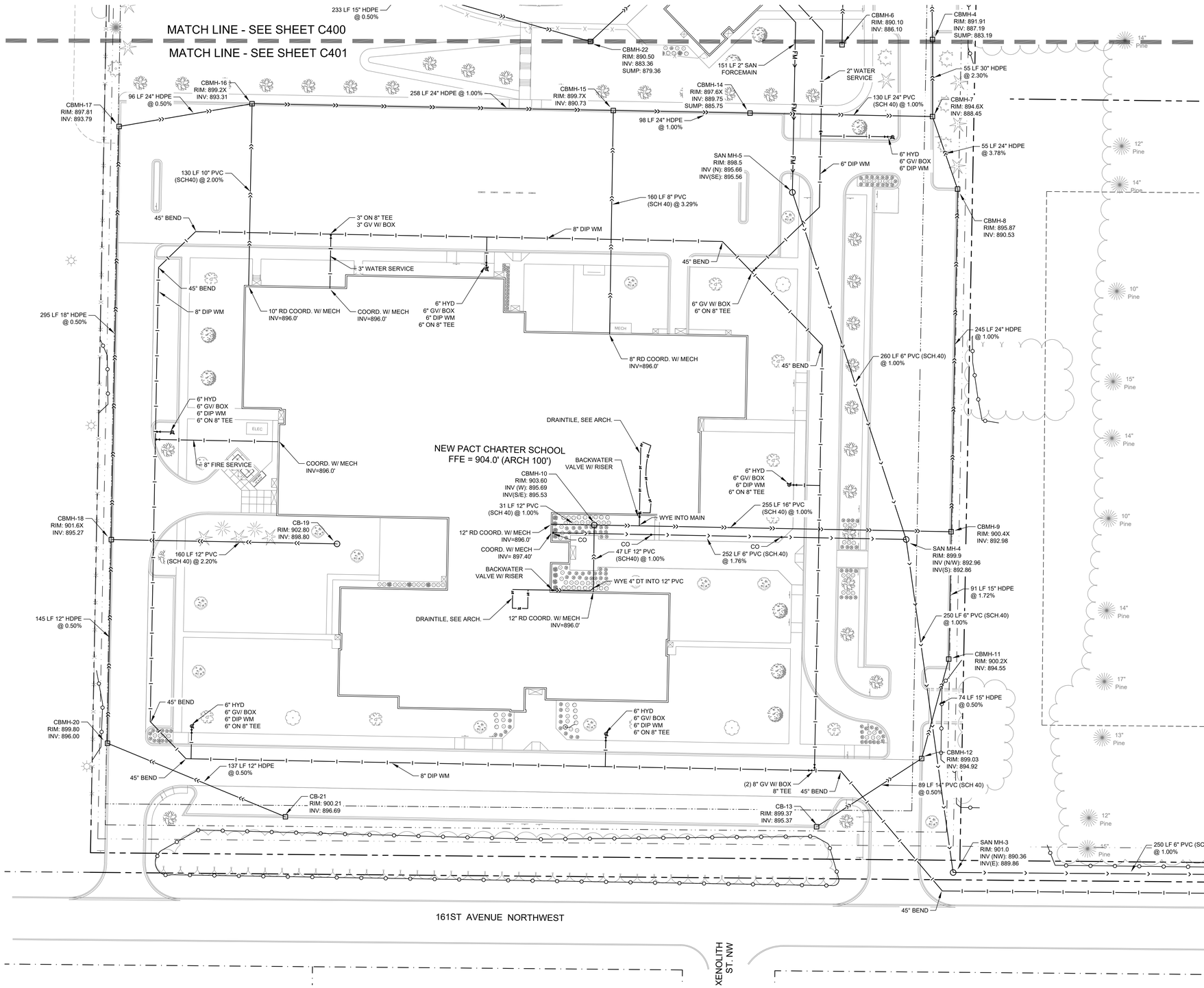
A C200

INSET

NOT TO SCALE

SYMBOL LEGEND

STORM MANHOLE		CTV	CABLE UNDERGROUND LINE
CATCH BASIN		OE	ELECTRIC OVERHEAD LINE
CURB INLET		UE	ELECTRIC UNDERGROUND LINE
FLARED END		FO	FIBER OPTIC UNDERGROUND LINE
SANITARY MANHOLE		GAS GAS	NATURAL GAS UNDERGROUND LINE
HYDRANT			SANITARY SEWER PIPE
GATE VALVE & BOX			STORM SEWER PIPE
WATER SHUTOFF		T T	TELEPHONE UNDERGROUND LINE
LIGHT POLE			WATERMAIN PIPE
		DT	DRAINTILE PIPE
			TREE PROTECTION
			PROPERTY LINE
			RIGHT OF WAY LINE
			EASEMENT LINE
			SETBACK LINE
		WCT WCT	WETLAND
		WB WB	WETLAND BUFFER



UTILITY NOTES

1. It is the responsibility of the contractor to perform or coordinate all necessary utility connections and relocations from existing utility locations to the proposed building, as well as to all onsite amenities. These connections include but are not limited to water, sanitary sewer, cable TV, telephone, gas, electric, site lighting, etc.
2. All service connections shall be performed in accordance with state and local standard specifications for construction. Utility connections (sanitary sewer, watermain, and storm sewer) may require a permit from the City.
3. The contractor shall verify the elevations at proposed connections to existing utilities prior to any demolition or excavation.
4. The contractor shall notify all appropriate engineering departments and utility companies 72 hours prior to construction. All necessary precautions shall be made to avoid damage to existing utilities.
5. Storm sewer requires testing in accordance with Minnesota plumbing code 4714.1109 where located within 10 feet of waterlines or the building.
6. HDPE storm sewer piping shall meet ASTM F2306 and fittings shall meet ASTM D3212 joint pressure test. Installation shall meet ASTM C2321.
7. Maintain a minimum of 7 ½' of cover over all water lines and sanitary sewer lines. Where 7 ½' of cover is not provided, install 2" rigid polystyrene insulation (MN/DOT 3760) with a thermal resistance of at least 5 and a compressive strength of at least 25 psi. Insulation shall be 8' wide, centered over pipe with 6" sand cushion between pipe and insulation. Where depth is less than 5', use 4" of insulation.
8. Install water lines 12" above sewers. Where the sewer is less than 12" below the water line (or above), install sewer piping of materials approved for inside building use for 10 feet on each side of the crossing.
9. All watermain piping shall be class 52 ductile iron pipe unless noted otherwise.
10. See Project Specifications for bedding requirements.
11. Pressure test and disinfect all new watermains in accordance with state and local requirements.
12. Sanitary sewer piping shall be PVC, SDR-35 for depths less than 12', PVC SDR-26 for depths between 12' and 26', and class 52 D.I.P. for depths of 26' or more.

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

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PACT CHARTER SCHOOL
RAMSEY, MN

UTILITY PLAN SOUTH

Issues and Revisions:	
CITY RE-SUBMITTAL	6.10.2022

I hereby certify that this plan, specifications 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.

Eric G. Meyer, P.E.

Date: 06.10.2022 Lic. No.: 44592

Drawing No. 12216178
Drawn by: MTH
Checked by: EGM

SHEET
C400

TRUE SHEET SCALE
0" 1/2" 1"

UTILITY NOTES

1. See Sheet C400 for Utility Notes.

SYMBOL LEGEND

○	STORM MANHOLE	CTV	CABLE UNDERGROUND LINE
○	CATCH BASIN	OE	ELECTRIC OVERHEAD LINE
□	CURB INLET	UE	ELECTRIC UNDERGROUND LINE
◭	FLARED END	FO	FIBER OPTIC UNDERGROUND LINE
○	SANITARY MANHOLE	GAS	NATURAL GAS UNDERGROUND LINE
⊙	HYDRANT		SANITARY SEWER PIPE
⋈	GATE VALVE & BOX		STORM SEWER PIPE
⊗	WATER SHUTOFF	T	TELEPHONE UNDERGROUND LINE
☼	LIGHT POLE		WATERMAIN PIPE
		DT	DRAINTILE PIPE
			TREE PROTECTION
			PROPERTY LINE
			RIGHT OF WAY LINE
			EASEMENT LINE
			SETBACK LINE
		WET	WETLAND
		WB	WETLAND BUFFER

YOLITE STREET NORTHWEST

DECK

WETLAND

(Wetland flagging markers placed by Kjolhaug Environmental Services, Inc.)

OUTLET-1
RIM: 879.00
CUSTOM WEIR: DETAIL X/C502
INV (W): 876.70
INV (E): 875.00

FES-4
INV: 876.70

FES-5
INV: 872.00

45 LF 30" HDPE
@ 6.67%

10 LF 30" HDPE
@ 0.00%

INV: 887.00

616 LF 12" HDPE
@ 0.25%

Inv.
890.5

12" ST

Top 893.31
Inv. 890.9

MH

CBMH-24
RIM: 889.40
INV: 885.40

174 LF 12" HDPE
@ 0.50%

CBMH-23
RIM: 888.20
INV: 884.53

233 LF 15" HDPE
@ 0.50%

INV: 885.46

125 LF 15" HDPE
@ 6.77%

FES-3
INV: 877.00

FES-1
INV: 877.00

FES-2
INV: 877.00

58 LF 30" HDPE
@ 2.30%

21 LF 12" HDPE
@ 1.00%

CBMH-3
RIM: 890.56
INV: 884.82

275 LF 15" HDPE
@ 2.31%

616 LF 12" HDPE
@ 0.25%

79 LF 12" HDPE
@ 1.00%

CBMH-2
RIM: 890.12
INV (W/S): 884.61
INV (N): 878.33
SUMP: 874.33

CBMH-5
RIM: 891.20
INV: 885.61

PROP. BLDG
FFE = 892.0 (ARCH 100')

112 LF 30" HDPE
@ 2.30%

49 LF 12" HDPE
@ 1.00%

CBMH-6
RIM: 890.10
INV: 886.10

CBMH-4
RIM: 891.91
INV: 887.19
SUMP: 883.19

13" Pine

14" Pine

14" Pine

CBMH-22
RIM: 890.50
INV: 883.36
SUMP: 879.36

151 LF 2" SAN FORCEMAIN

2" WATER SERVICE

55 LF 30" HDPE
@ 2.30%

MATCH LINE - SEE SHEET C400

MATCH LINE - SEE SHEET C401

OUTLOT A

NORTH

0 15 30 60

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

POPE ARCHITECTS

POPE ARCHITECTS, INC.
767 NORTH EUSTIS ST. SUITE 190
ST. PAUL, MN 55114
(651) 642-9200 | FAX (651) 642-1101
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PACT Charter School

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PACT CHARTER SCHOOL
RAMSEY, MN

UTILITY PLAN NORTH

Issued/Action	
CITY RE-SUBMITTAL	6.10.2022

I hereby certify that this plan, specifications 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.

Eric G. Meyer, P.E.

Date: 06.10.2022 Lic. No.: 44592

Submission No: 12216178
Drawn by: MTH
Checked by: EGM

SHEET
C401

TRUE SHEET SCALE
0" 1/2" 1"

2nd Draft Memorandum

SRF No. 02215657

To: Josh Nyquist, Executive Director of Building Operations
PACT CHARTER SCHOOL

From: Jeff Bednar, TOPS, Senior Traffic Engineering Specialist
Tom Sachi, PE, Project Manager | Traffic Studies

Date: May 26, 2022

Subject: PACT Charter School | Traffic Impact Study | City of Ramsey, Minnesota

Introduction

This traffic impact study (TIS) has been completed for the proposed PACT Charter School development in the City of Ramsey to be located at 7633 161st Avenue NW (see Figure 1). The proposed education facility development will accommodate grades six (6) through grade twelve (12) with up to 734 students and 100 fulltime faculty and staff on a school weekday. The school's existing campus will then become home to kindergarten (K) through grade five (5). The City of Ramsey has also requested the adjacent future proposed St. Katharine Drexel Church be incorporated into this TIS. The St. Katharine Drexel Church on the 6.5 acres east of the proposed school site will accommodate up to 400 parishioners and 250 seats, primarily on weekends and mostly on Sunday.

The primary objectives of the study are; to review existing traffic operations, evaluate trip generation, access, and circulation within the site and recommend improvements to ensure safe and efficient operations. A summary of the traffic impact study findings, conclusions and recommendations can be found on page 20 of this memorandum.

Existing Conditions

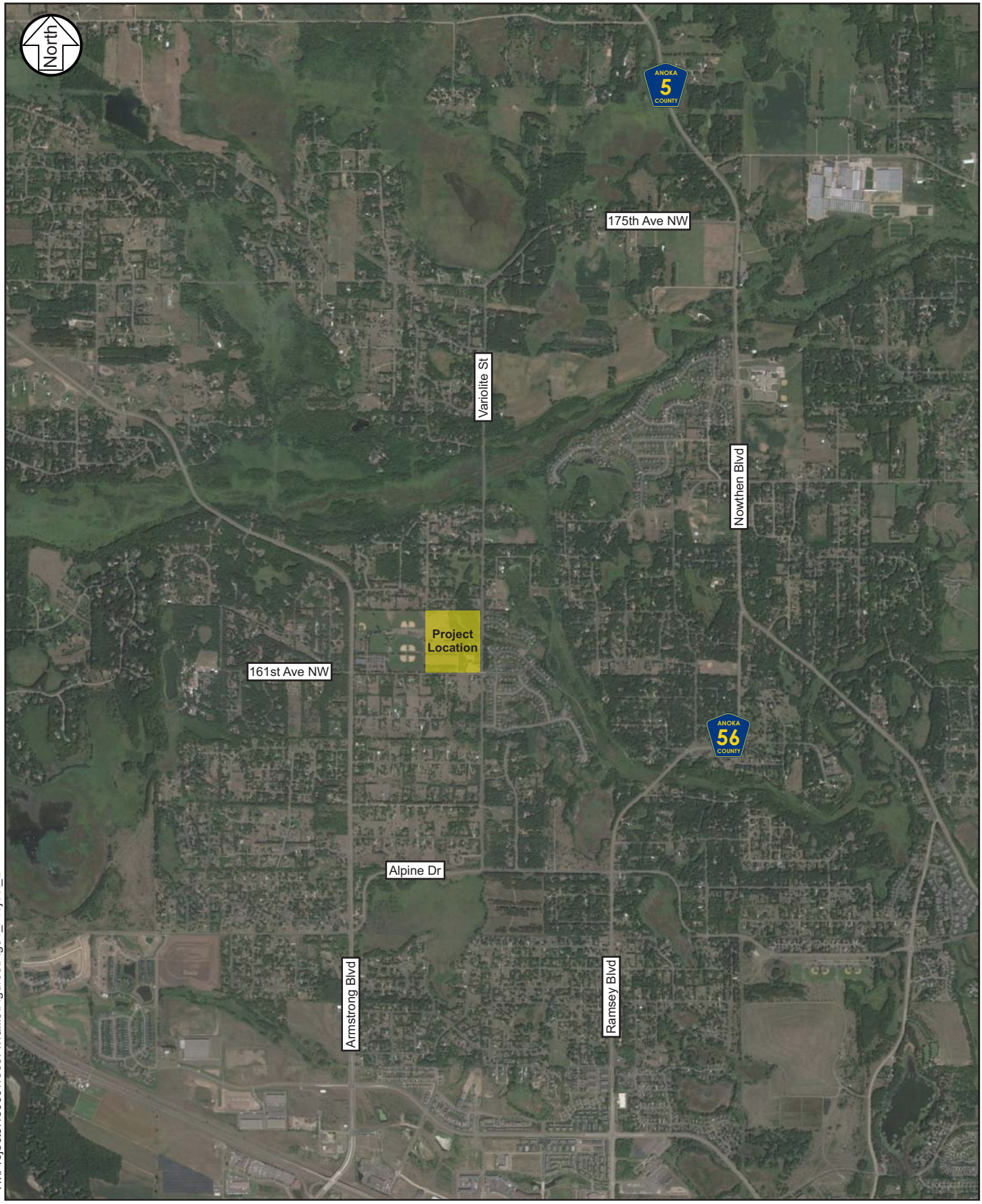
The existing conditions were reviewed to establish a baseline to identify any future impacts associated with the proposed development. The evaluation of existing conditions includes data collection efforts and intersection capacity analyses. The following information summarizes the existing conditions.

Traffic Data Collection

Vehicle turning movement and pedestrian/bicyclist counts were collected (based on video camera imaging) by SRF for April 14 through April 17, 2022 for the weekday a.m. commuter/school arrival peak period (7-9 a.m.), p.m. school dismissal peak period (2:00-4:00 p.m.), p.m. commuter peak period (4:00-6:00 p.m.) and Sunday a.m. church peak period (9:30-11:30 a.m.) at the following seven study intersections:

- Variolite Street/161st Avenue
- Armstrong Boulevard/161st Avenue
- Ramsey Boulevard/Alpine Drive
- 175th Avenue/Nowthen Boulevard
- Variolite Street/Alpine Drive
- Armstrong Boulevard/Alpine Drive
- 173rd Avenue/Variolite Street

2nd Draft



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SRF

Project Location

PACT Charter School Traffic Impact Study
Ramsey, MN

Figure 1

02215657
April 2022

Due to limited camera availability (cameras committed to other areas previous to April 13, 2022), and the time to set the cameras, some study intersections did have cameras set later on Wednesday April 13, 2022. Therefore, the counts applied in the weekday traffic analysis were the counts collected on Thursday April 14,2022. We have compared these PACT School Thursday April 14, 2022 counts to previous counts collected for the Trottbrook Crossing EAW at many of the same intersections and find they compare generally very favorably. From this comparison we conclude the PACT School TIS Thursday April 14, 2022 traffic counts reasonably represent an existing typical study area weekday.

Roadway Characteristics

A field assessment was completed to identify various roadway characteristics within the study area transportation system, such as functional classification, general configuration, and posted speed limit. A summary of these roadway characteristics is shown in Table 1. Note that these are general characteristics and that there are some deviations within portions of roadway segments.

Table 1. Existing Study Area Roadway Characteristics

Roadway	Functional Classification (1)	General Configuration	Posted Speed Limit (mph)
Armstrong Boulevard	Minor Arterial	Two-lane undivided	55
Ramsey Boulevard	Minor Arterial	Two-lane undivided	50
Variolite Street	Major Collector	Two-lane undivided	50
161st Avenue	Local Street	Two-lane undivided	30

(1) Functional Classification based on the City of Ramsey 2040 Transportation Plan Update.

The segment of 161st Avenue between Armstrong Boulevard and Variolite Street has been identified to be improved/reconstructed as part of the City of Ramsey Capital Improvements Plan for year 2024. Design of this future 161st Avenue improvement/reconstruction is currently under consideration. It has been suggested that it may be possible to reschedule this 161st Avenue improvement and/or reconstruction to coincide with the proposed PACT Charter School project.

Study area existing geometrics, traffic control, and traffic volumes are shown in Figures 2A and 2B.

Existing Intersection Traffic Operations/Capacity Analysis

An existing intersection traffic operations/capacity analysis was completed to establish baseline conditions to which future traffic operations can be compared. The capacity analysis was completed for the a.m. and p.m. peak hours at the study intersections using the Synchro/SimTraffic computer traffic simulation model.

Capacity analysis results identify a Level of Service (LOS) which indicates the quality of traffic flow through an intersection. Intersections are given a ranking from LOS A through LOS F. The LOS results are based on average delay per vehicle, which correspond to the delay threshold values shown in Table 2. LOS A indicates the best traffic operation, with vehicles experiencing minimal delays. LOS F indicates an intersection where demand exceeds capacity, or a breakdown of traffic flow. Overall intersection LOS A through D are generally considered acceptable by drivers in the Twin Cities Metropolitan Area.

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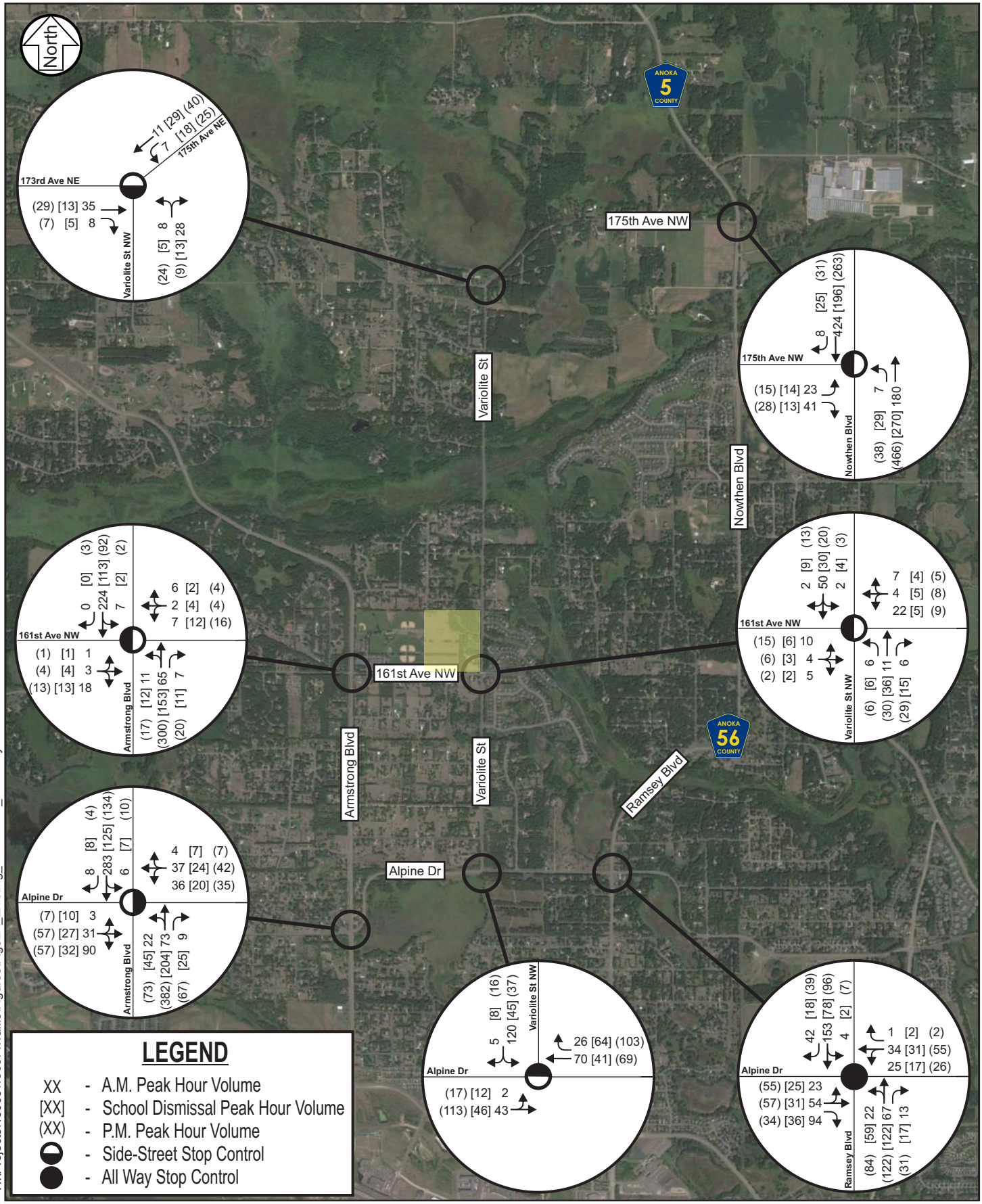

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Existing Conditions - Weekday

PACT Charter School Traffic Impact Study
Ramsey, MN

Figure 2A

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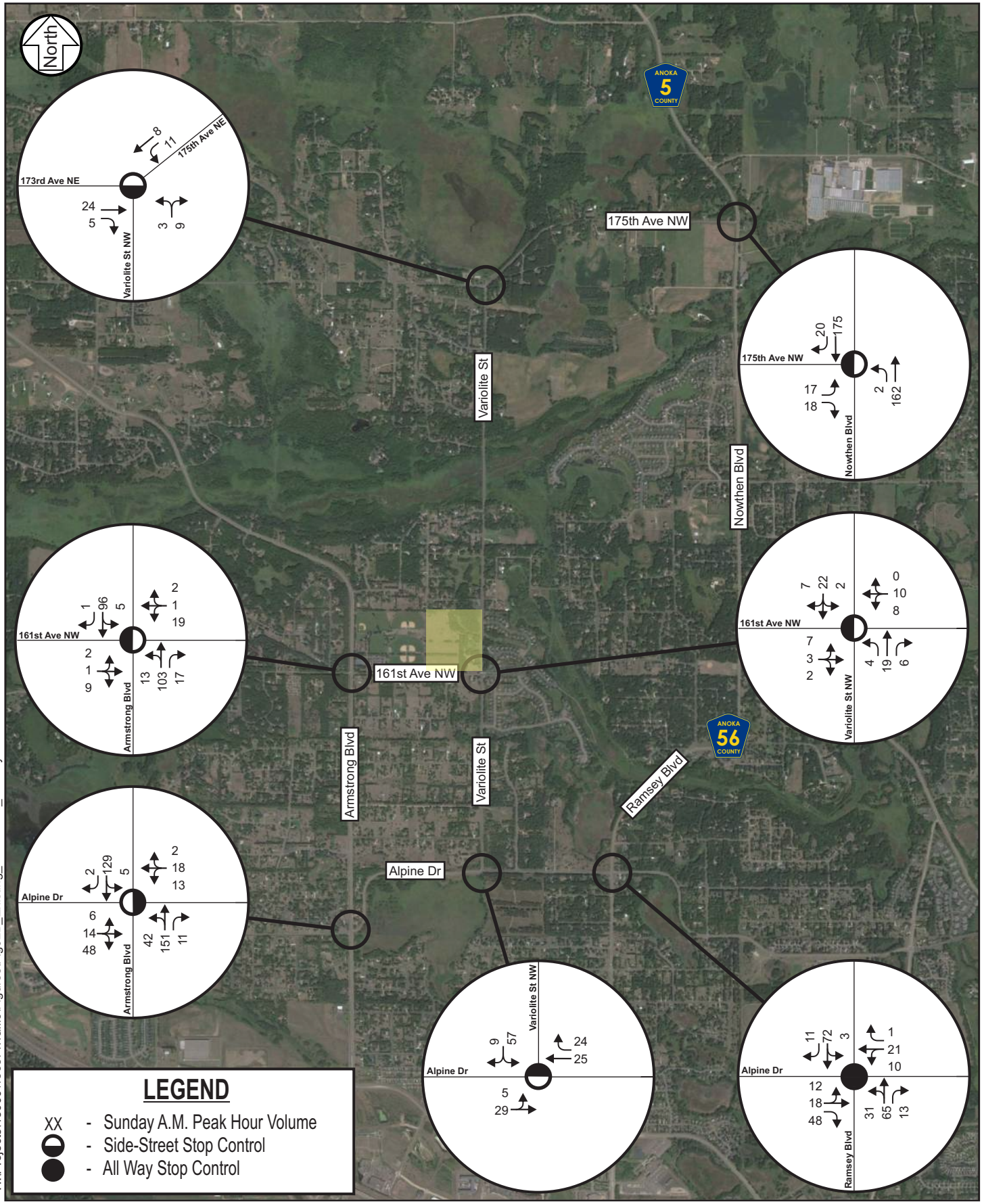
April 2022



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SRF

Existing Conditions - Sunday

PACT Charter School Traffic Impact Study
City of Ramsey

Figure 2B

02215657
April 2022

For side-street stop-controlled intersections, special emphasis is given to providing an estimate for the level of service of the side-street approach. Traffic operations at an unsignalized intersection with side-street stop control can be described in two ways. First, consideration is given to the overall intersection level of service. This considers the total number of vehicles entering the intersection and the capability of the intersection to support these volumes.

Second, it is important to consider delay on the minor approach. Since mainline traffic does not stop, most of the delay is attributed to the side-street approaches. It is typical of intersections with higher mainline traffic volumes to experience high levels of delay (i.e. poor levels of service) on the side-street approaches, but an acceptable overall intersection level of service during peak hour conditions.

Table 2. Level of Service Criteria for Signalized and Unsignalized Intersections

LOS Designation	Signalized Intersection Average Delay/Vehicle (seconds)	Unsignalized Intersection Average Delay/Vehicle (seconds)
A	≤ 10	≤ 10
B	> 10 - 20	> 10 - 15
C	> 20 - 35	> 15 - 25
D	> 35 - 55	> 25 - 35
E	> 55 – 80	> 35 – 50
F	> 80	> 50

Results of the existing weekday traffic operations analysis, shown in Table 3, indicate that all study intersections currently operate at an acceptable overall LOS B or better during the a.m. commuter (school arrival) peak hour (7:30-8:30 a.m.), school dismissal peak hour (2:30-3:30 p.m.) and p.m. commuter peak hour (4:00-5:00 p.m.), under existing traffic control and intersection geometrics. No significant queuing or delay issues were identified, except for the Armstrong Boulevard/Alpine Drive intersection where the westbound approach is operating at a LOS E during the p.m. peak hour. The future conversion of Armstrong Boulevard/Alpine Drive to a single-lane roundabout will improve the operations and all approaches will operate at a LOS A during the peak hours.

The existing Sunday a.m. church peak hour traffic operations analysis related to the adjacent future proposed St. Katharine Drexel Church will be combined with year 2028 No-Build and Build scenario Sunday a.m. church peak hour traffic operations analyses later in this memorandum.

2nd Draft

Table 3. Existing Weekday Conditions Peak Hour Traffic Operations/Capacity Analysis

Study Intersection	A.M. Peak Hour			Dismissal Peak Hour			P.M. Peak Hour		
	LOS	Delay	Queue	LOS	Delay	Queue	LOS	Delay	Queue
Variolite Street/173rd Avenue (1)	A/A	9 sec.	NB/1	A/A	9 sec.	NB/1	A/A	10 sec.	NB/1
Variolite Street/161st Avenue (1)	A/A	10 sec.	WB/1	A/A	10 sec.	EB/1	A/A	10 sec.	EB/1
Variolite Street/Alpine Drive (1)	A/B	11 sec.	SB/1	A/A	10 sec.	SB/1	A/B	11 sec.	SB/1
Armstrong Boulevard/161st Avenue (1)	A/B	11 sec.	EB/1	A/B	12 sec.	WB/1	A/B	15 sec.	WB/1
Armstrong Boulevard/Alpine Drive (1)	A/C	18 sec.	WB/2	A/C	16 sec.	WB/2	A/**E**	**45 sec.**	WB/4
Armstrong Boulevard/Alpine Drive (3)	A/A	6 sec.	EB/1	A/A	6 sec.	NB/1	A/A	9 sec.	NB/3
Ramsey Boulevard/Alpine Drive (2)	B/B	12 sec.	SB/2	A/B	11 sec.	NB/1	B/B	13 sec.	NB/2
175th Avenue/Nowthen Boulevard (1)	A/B	13 sec.	EB/1	A/B	12 sec.	EB/1	A/B	13 sec.	EB/1

(1) Indicates a side-street stop-controlled intersection, where the overall LOS is shown followed by the worst approach LOS. The delay shown represents the worst side-street approach average delay per vehicle. The queue shown is the 95th percentile queue (in vehicles) for the worst approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

(2) Indicates an all-way stop-controlled intersection, where the overall LOS and average delay per vehicle are shown. The queue shown is the 95th percentile queue (in vehicles) for the worst side-street approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

(3) Indicates an improvement to provide a single-lane roundabout intersection, where the overall LOS and average delay per vehicle are shown. The queue shown is the 95th percentile queue (in vehicles) for the worst side-street approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

Year 2028 No-Build Conditions

To understand how the existing transportation system and general background growth are expected to impact the study intersections, year 2028 no-build conditions were reviewed (no proposed PACT Charter School site-generated traffic is included in this scenario). Note that year 2028 represents the year where the PACT Charter School can be assumed to be completed with full occupancy of the proposed development and includes all phases of the proposed PACT Charter School project plus completion of the adjacent future proposed St. Katharine Drexel Church.

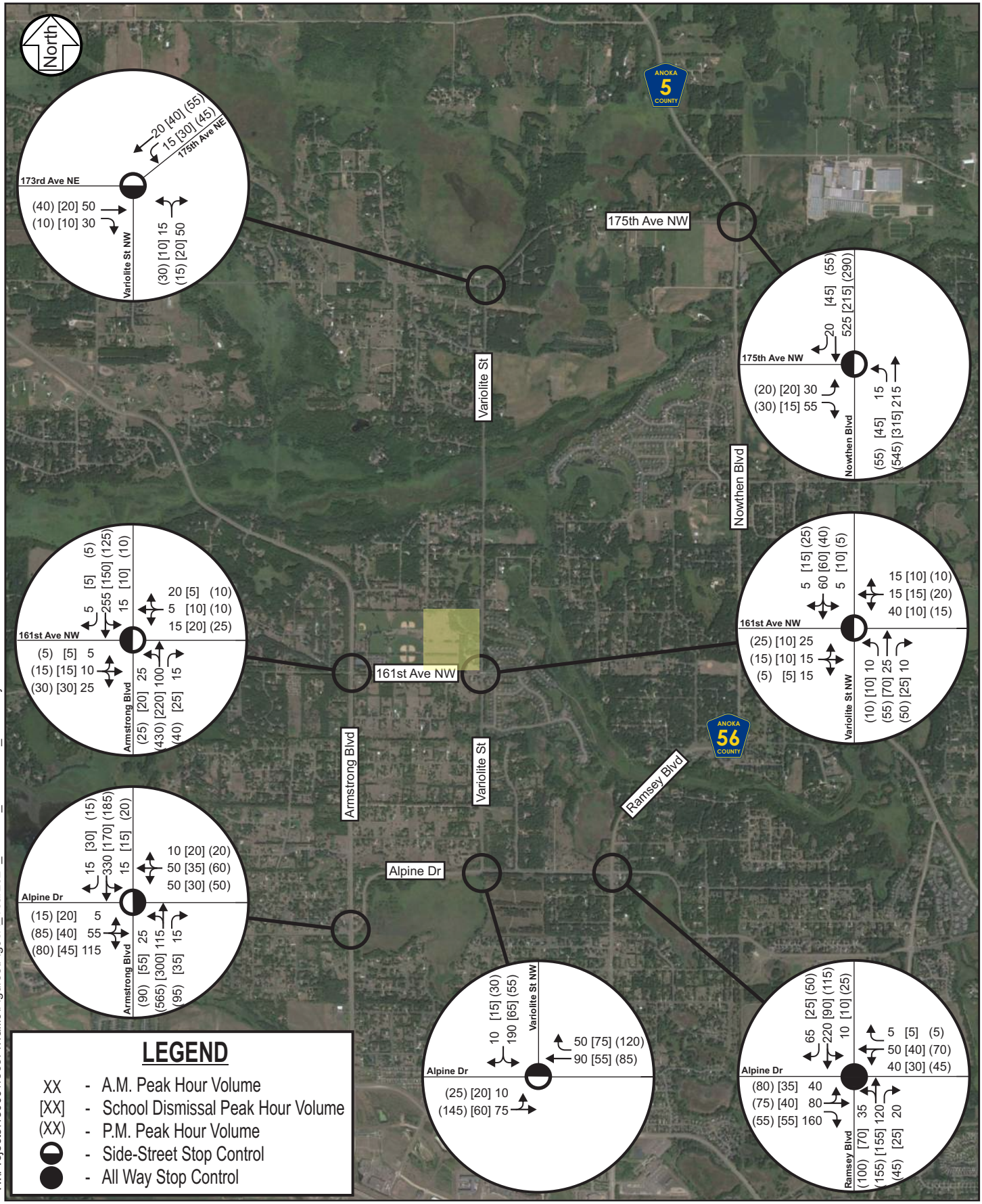
Background Growth

To account for general background traffic growth within the study area, a conservative annual growth rate of one (1) percent was applied to the existing peak hour volumes to develop year 2028 background traffic forecasts.

Intersection Capacity Analysis

To determine how the adjacent roadway network will accommodate the year 2028 no-build traffic volumes, an intersection capacity analysis was completed using Synchro/SimTraffic Software. 2028 no-build traffic forecasts, which include general background growth, are shown in Figures 3A and 3B.

2nd Draft



LEGEND

- XX - A.M. Peak Hour Volume
- [XX] - School Dismissal Peak Hour Volume
- (XX) - P.M. Peak Hour Volume
- Side-Street Stop Control
- All Way Stop Control

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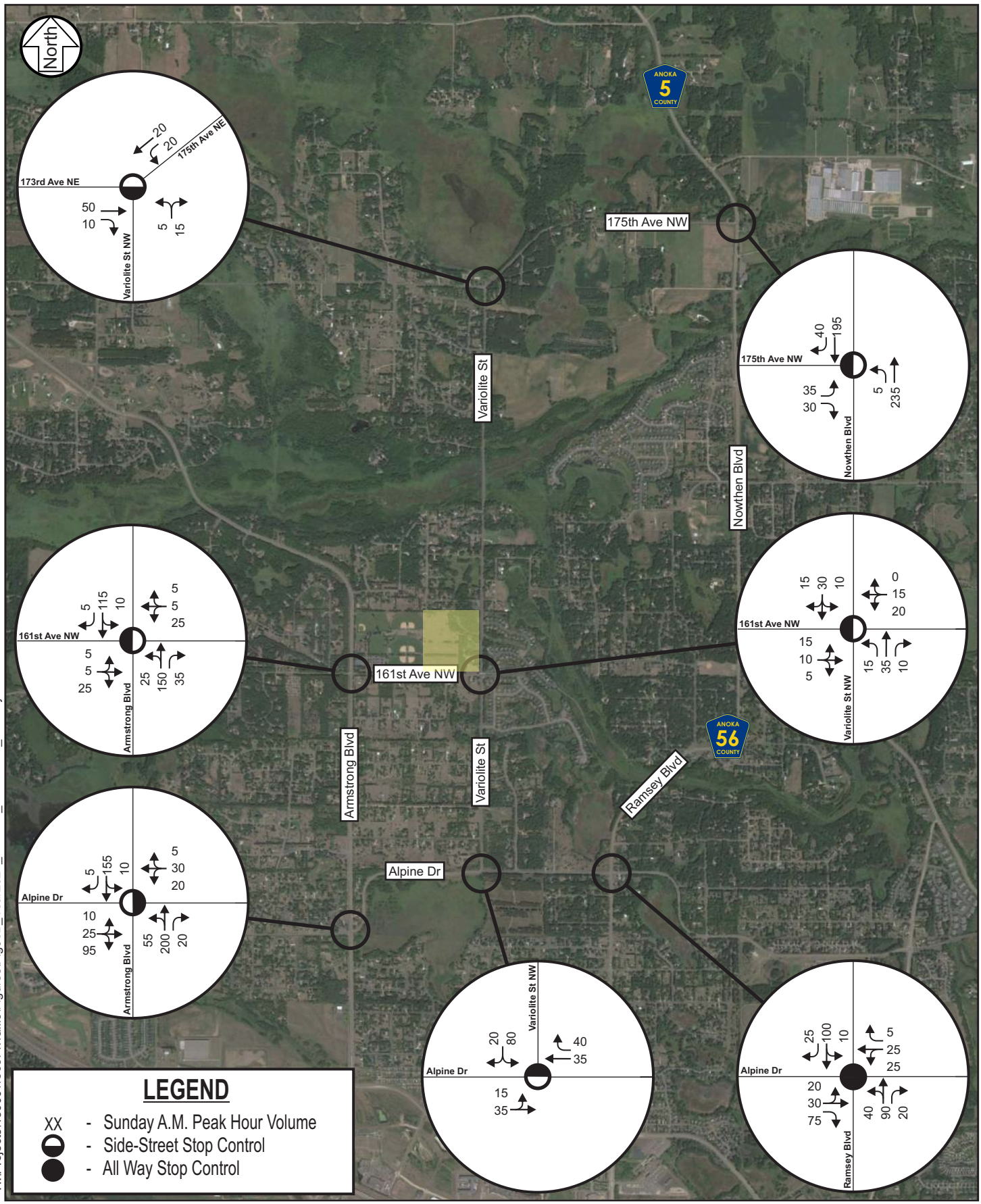
Year 2028 No Build Conditions - Weekday

PACT Charter School Traffic Impact Study
Ramsey, MN

Figure 3A

02215657
April 2022



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Year 2028 No Build Conditions - Sunday

PACT Charter School Traffic Impact Study
Ramsey, MN

Figure 3B

02215657
April 2022

Results of the year 2028 no-build intersection capacity analysis shown in Table 4, indicate that all study intersections are expected to continue to operate at an acceptable overall LOS B or better during the peak hours under existing traffic control and intersection geometrics. No significant queuing or delay issues were identified, except for the Armstrong Boulevard/Alpine Drive intersection where the westbound approach would now operate at a LOS F during the p.m. peak hour (note: no proposed PACT Charter School site-generated traffic is included in this scenario). The future conversion of Armstrong Boulevard/Alpine Drive to a single-lane roundabout will improve operations and all approaches will operate at a LOS A during the peak hours.

Table 4. Year 2028 Weekday No-Build Conditions Peak Hour Traffic Operations/Capacity Analysis

Study Intersection	A.M. Peak Hour			Dismissal Peak Hour			P.M. Peak Hour		
	LOS	Delay	Queue	LOS	Delay	Queue	LOS	Delay	Queue
Variolite Street/173rd Avenue (1)	A/A	9 sec.	NB/1	A/A	9 sec.	NB/1	A/A	10 sec.	NB/1
Variolite Street/161st Avenue (1)	A/A	10 sec.	WB/1	A/A	10 sec.	EB/1	A/A	10 sec.	EB/1
Variolite Street/Alpine Drive (1)	A/B	11 sec.	SB/1	A/A	10 sec.	SB/1	A/B	11 sec.	SB/1
Armstrong Boulevard/161st Avenue (1)	A/B	11 sec.	EB/1	A/B	13 sec.	WB/1	A/B	15 sec.	WB/1
Armstrong Boulevard/Alpine Drive (1)	A/C	19 sec.	WB/2	A/C	17 sec.	WB/2	A/**F**	**60 sec.**	WB/6
Armstrong Boulevard/Alpine Drive (3)	A/A	6 sec.	EB/1	A/A	6 sec.	NB/1	A/A	9 sec.	NB/3
Ramsey Boulevard/Alpine Drive (2)	B/B	12 sec.	SB/2	A/B	11 sec.	NB/2	B/B	13 sec.	NB/2
175th Avenue/Nowthen Boulevard (1)	A/B	14 sec.	EB/1	A/B	12 sec.	EB/1	A/B	14 sec.	EB/1

(1) Indicates a side-street stop-controlled intersection, where the overall LOS is shown followed by the worst approach LOS. The delay shown represents the worst side-street approach average delay per vehicle. The queue shown is the 95th percentile queue (in vehicles) for the worst approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

(2) Indicates an all-way stop-controlled intersection, where the overall LOS and average delay per vehicle are shown. The queue shown is the 95th percentile queue (in vehicles) for the worst side-street approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

(3) Indicates an improvement to provide a single-lane roundabout intersection, where the overall LOS and average delay per vehicle are shown. The queue shown is the 95th percentile queue (in vehicles) for the worst side-street approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

Proposed Development

The site of the proposed PACT Charter School development is generally located north of 161st Avenue and roughly 0.25 miles east of Armstrong Boulevard (see Figure 1). It was assumed that the construction of the proposed development would be completed and fully occupied by year 2028. Access to the proposed site would be provided at two site access locations on 161st Street: a primary (east) site access approximately 600 feet west of Variolite Street (buses, pick-up/drop-off, staff) and a secondary (west) site access approximately 1,150 feet west of Variolite Street (buses, student drivers).

PACT Charter School is proposing to acquire approximately 18 acres of a larger 33-acre vacant land parcel located at 7633 161st Avenue NW in the City of Ramsey, with the intent to build a new charter school facility, approximately 115,000 square feet in size. This new facility will be designed to accommodate grades six through twelve. The schools existing campus will then be home to kindergarten through fifth grades. Minor interior renovations are being planned at their existing building to better accommodate these lower grade levels. The seller is the Church of St. Katharine Drexel and they plan to retain the remaining approximately 15 acres for a future church development.

2nd Draft

The proposed development (see Figure 4) consists of the PACT Charter School, a public school for grades six through twelve (6-12) to be developed in five student enrollment phases as follows:

Phase One: School Year 2022-2023 - 392 Grade 6-12 students enrolled
Phase Two: School Year 2023-2024 - 517 Grade 6-12 students enrolled
Phase Three: School Year 2024-2025 - 596 (potential increase to 637) Grade 6-12 students enrolled
Phase Four: School Year 2025-2026 - 675 (potential increase to 728) Grade 6-12 students enrolled
Phase Five: School Year 2026-2027 - 734 (potential increase to 790) Grade 6-12 students enrolled

PACT Charter School anticipates most of its student population will use provided school bus transportation. PACT anticipates 60 percent of the students will utilize 12-14 traditional, yellow, full-size and short buses for school transit at this time. PACT anticipates 25 percent will be parent drop-off/pick-up and the remaining 15 percent will be student drivers. PACT operations will include a 9-month academic calendar from August 31st to May 27th with hours of operation between 7:30AM to 4:00PM. Student drop-off/pick-up periods will be between the hours of 7:30AM to 8:00AM and 3:05PM to 3:35PM, respectively. The first 15-minutes of each period is the peak demand window.

The PACT Charter School may also generate special event related trips associated with the athletic facilities and diverse academic activities. It should be noted that the number of these special event trips may range widely depending on the event and that these trips are not regularly occurring trips. Therefore, these special event trips were not considered normal weekday activity and were not included in the traffic forecasts and analysis for the PACT Charter School development.

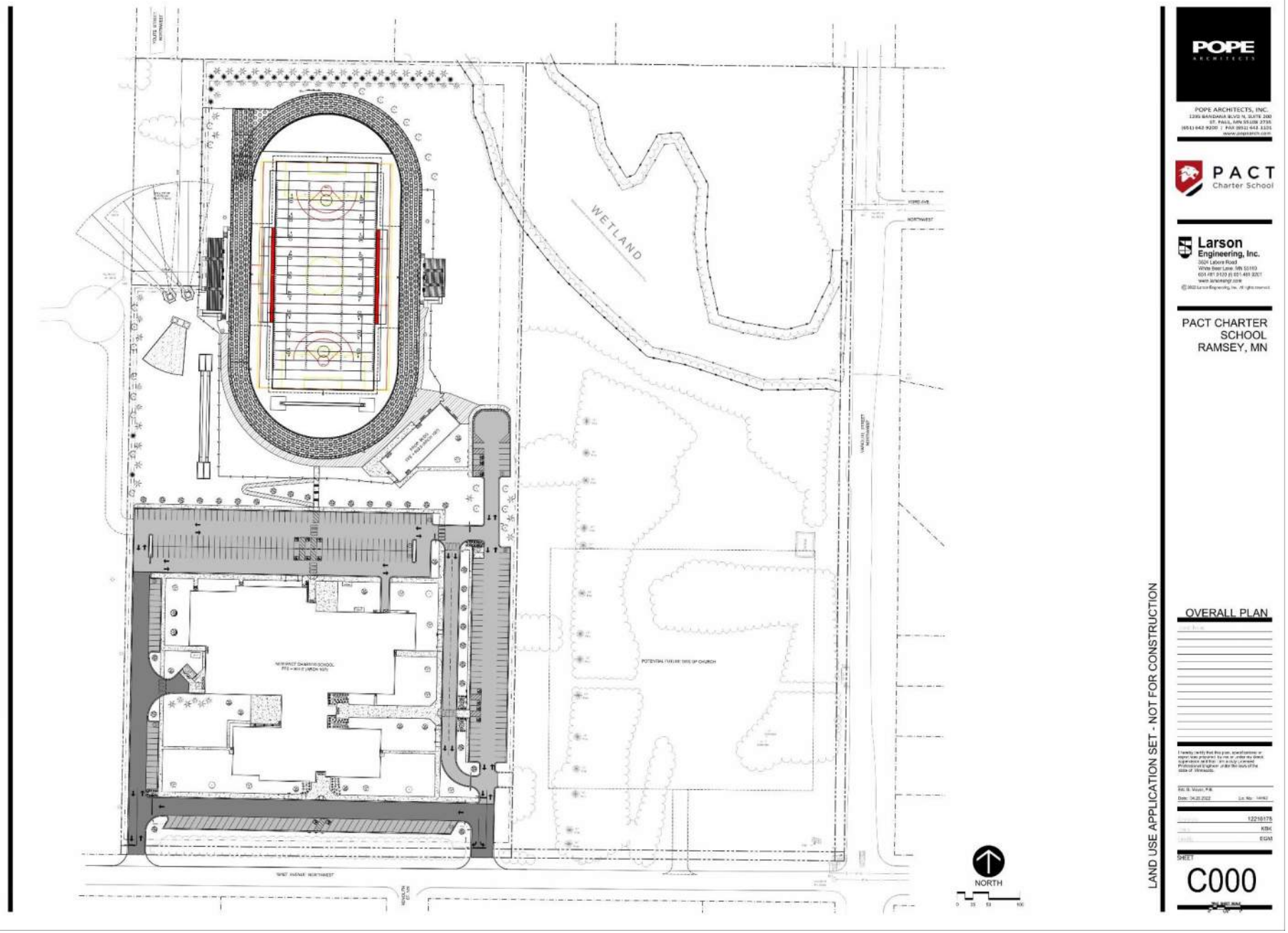
The proposed development also includes the Church of St. Katharine Drexel - 6.5 acres on southeast corner, approximately 400 parishioners (current facility seats 250 and only reaches capacity on Christmas and Easter Weekends and mostly on Sunday). The City has requested the church use to be incorporated in the traffic impact study. Access to the church site would be provided at the shared primary (east) site access. The Church's plans are preliminary and subject to change.

Trip Generation Estimates

Trip generation estimates for the weekday a.m. combined (commuter and school) peak hour, school dismissal peak hour and p.m. commuter peak hour plus daily trips were made for the proposed development and were developed based on the average rates contained in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition*. The a.m. combined peak hour and p.m. commuter peak hour trips were estimated based on ITE peak hour of adjacent street data.

Results of the weekday vehicle trip generation estimate shown in Table 5 indicate that the proposed PACT Charter School and St. Katharine Drexel Church projects development is expected to generate a total of 627 a.m. combined peak hour trips, 547 school dismissal peak hour trips, 187 p.m. commuter peak hour trips, and 2,498 daily trip ends (50 percent in/50 percent out).

2nd Draft



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02215657 April 2022

Proposed Site Plan

PACT Charter School | Traffic Impact Study
City of Ramsey

Figure 4

Table 5. Weekday Vehicle Trip Generation Estimates – Proposed Development Full Occupancy (Year 2028)

Land Use (ITE Land Use Code)	Independent Variable	A.M. Peak Hour		Dismissal Peak Hour		PM Peak Hour		Daily Trips
		In	Out	In	Out	In	Out	
PACT Charter School (6-12) (1) (538)	734 (1)	358	251	220	316	78	84	2,273
Parent Drop-Off/Pick-Up (25% of Students)	*184*	*152*	*152*	*134*	*134*	*36*	*36*	*965*
High School Students Driving (15% of Students)	*110*	*92*	*14*	*12*	*80*	*4*	*21*	*698*
School Buses (60% of Students)	*440*	*14*	*14*	*14*	*14*	*1*	*1*	*58*
Faculty/Staff/Visitors/Service	-	*100*	*71*	*60*	*88*	*37*	*26*	*552*
St. Katharine Drexel Church (2) (560)	250 (2)	11	7	5	6	11	14	225
Project Development Totals		369	258	225	322	89	98	2,498

(1) The proposed PACT Charter School was assumed as a Public Charter School (Grades 6-12). Independent variable is "Students".
(2) The proposed St. Katharine Drexel Church independent variable is "Seats".

Trip generation estimates for the Sunday a.m. peak hour plus Sunday daily trips were made for the proposed St. Katharine Drexel Church development and were based on the average rates contained in the *Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition*. Results of the Sunday vehicle trip generation estimate shown in Table 6 indicate that the proposed St. Katharine Drexel Church projects development is expected to generate a total of 128 a.m. combined peak hour trips and 523 daily trip ends (50 percent in/50 percent out). It was assumed that there would be no PACT Charter School concurrent events held on Sunday.

Table 6. Sunday Vehicle Trip Generation Estimates – Proposed Development Full Occupancy (Year 2028)

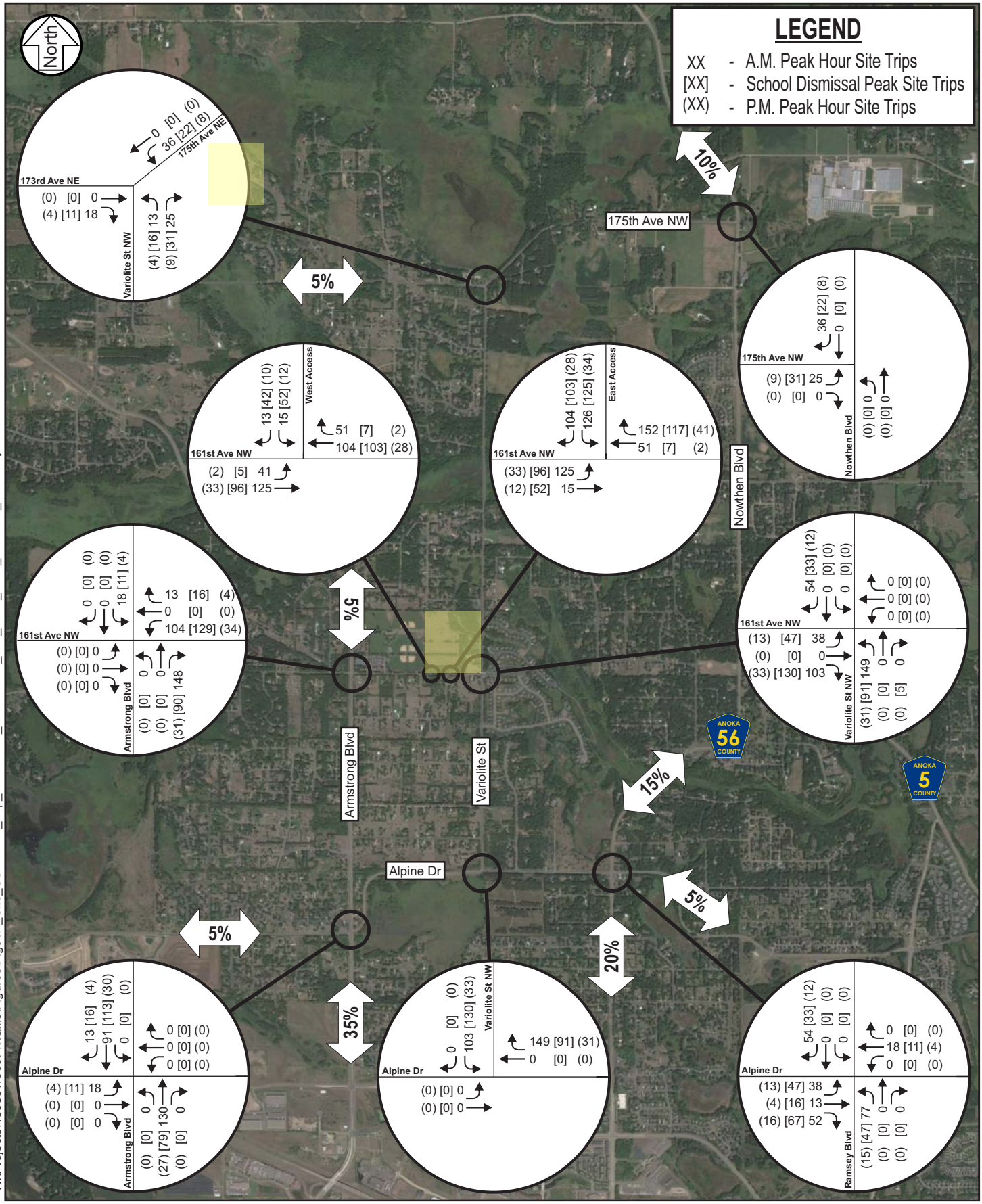
Land Use (ITE Land Use Code)	Independent Variable	A.M. Peak Hour Trips (9:30-10:30 a.m.)		Sunday Daily Trip Ends
		In	Out	
St. Katharine Drexel Church (560) (1)	250 (1)	62	66	523

(1) The proposed St. Katharine Drexel Church independent variable is "Seats".

Site-Generated Trip Directional Distribution and Peak Hour Volumes

The directional trip distribution and peak hour volumes for the proposed development (see Figures 5A and 5B) were developed based on the regional distribution of households and employment, existing/future study area travel patterns, and engineering judgment. Based on this directional distribution, new trips generated by the proposed PACT Charter School development were assigned to the background traffic on the study area roadways for the Year 2028 Development Build Conditions (see Figures 6A and 6B).

2nd Draft



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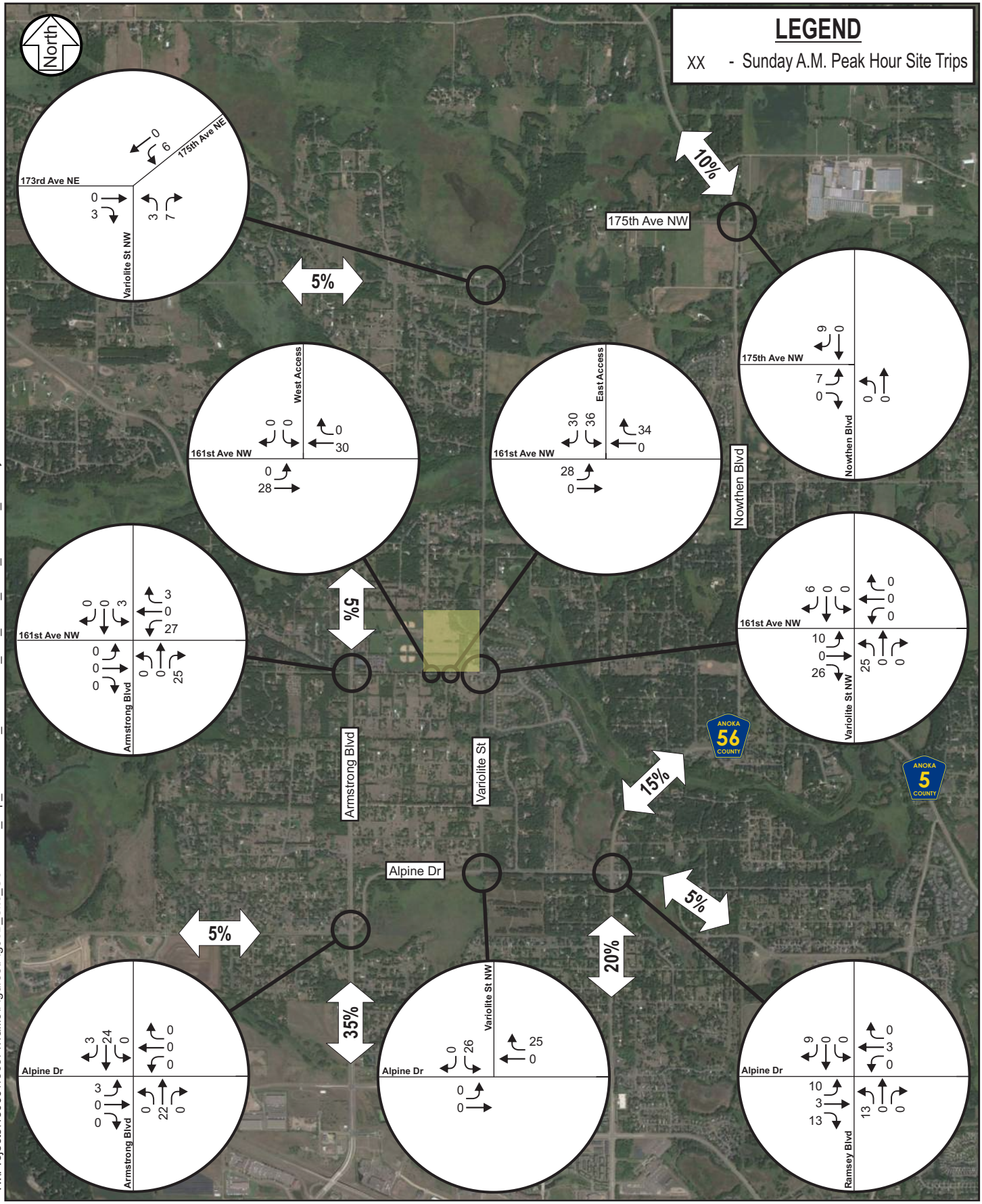
Peak Hour Site Generated Trip Directional Distribution - Weekday

PACT Charter School Traffic Impact Study
Ramsey, MN

Figure 5A

02215657
April 2022

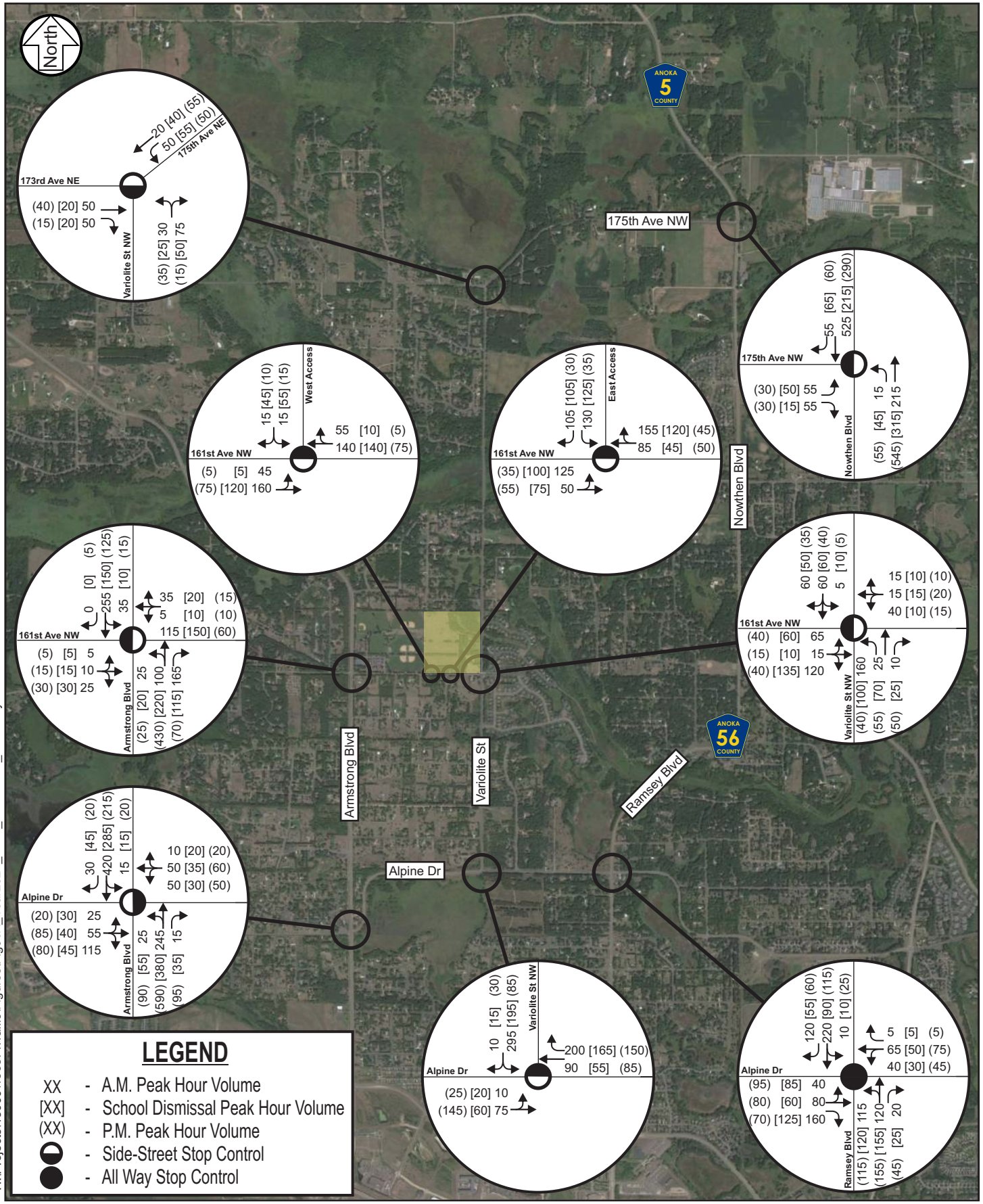


Peak Hour Site Generated Trip Directional Distribution - Sunday

PACT Charter School Traffic Impact Study
Ramsey, MN

Figure 5B

02215657
April 2022



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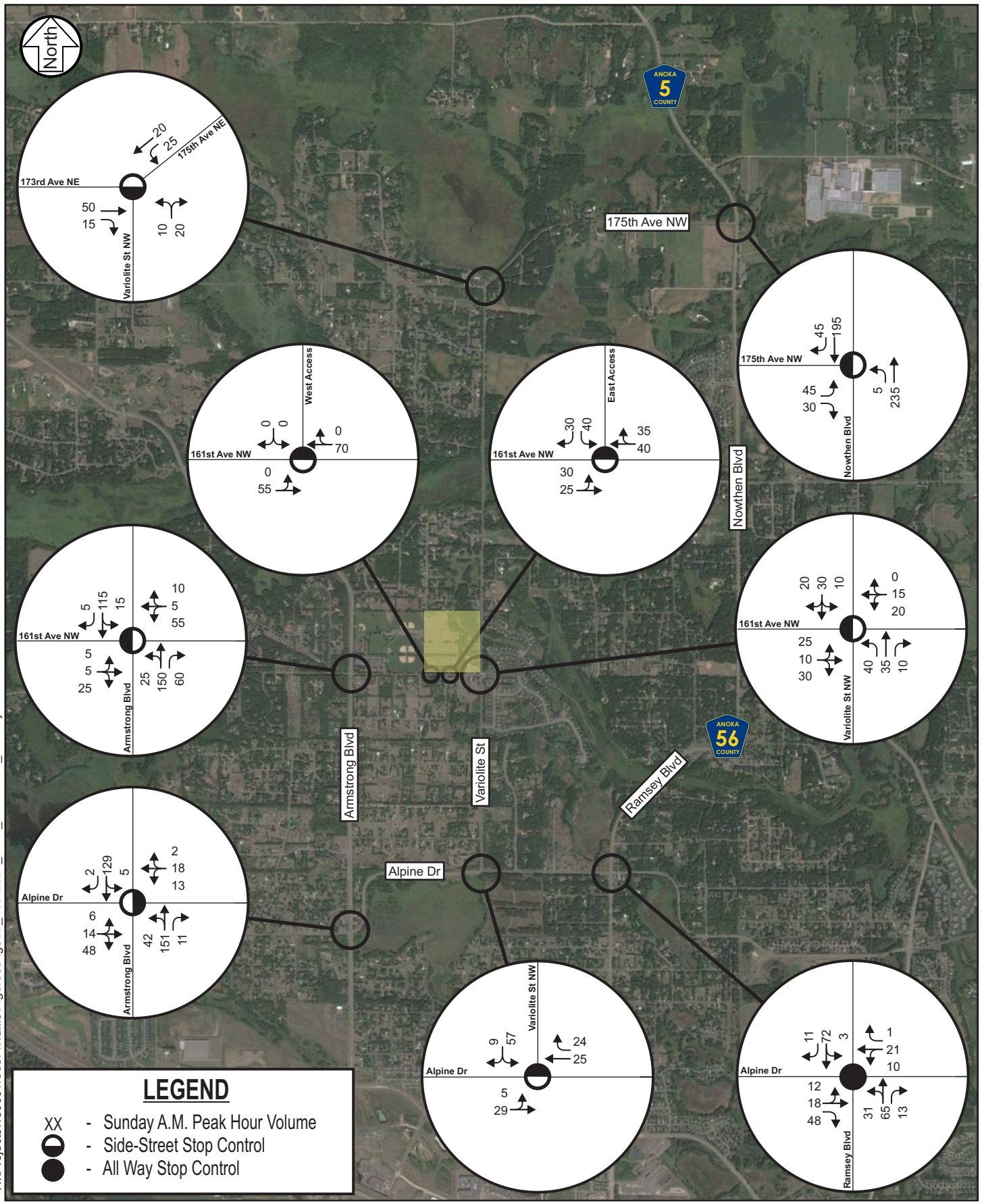
Year 2028 Development Build Conditions - Weekday

PACT Charter School Traffic Impact Study
Ramsey, MN

Figure 6A

02215657
April 2022



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SRF

02215657
April 2022

Year 2028 Build Conditions - Sunday

PACT Charter School Traffic Impact Study
Ramsey, MN

Figure 6B

Development Build Conditions

Intersection Traffic Operations/Capacity Analysis

The year 2028 Build Development Conditions intersection traffic operations/capacity analysis was completed to determine future traffic operations and development-generated traffic impacts. The capacity analysis was completed for the a.m., dismissal and p.m. peak hours at the study intersections using Synchro/SimTraffic model. Results of the Development Build Conditions traffic operations analysis are shown in Table 7.

Year 2028 Weekday Development Build Conditions

Results of the year 2028 Build Conditions intersection capacity analysis shown in Table 7, indicate that all study intersections are expected to continue to operate at an acceptable overall LOS B or better during the peak hours under existing traffic control and intersection geometrics. No significant queuing or delay issues were identified, except for the Armstrong Boulevard/Alpine Drive intersection where the westbound approach would continue to operate at a LOS F during the p.m. peak hour (note: no PACT Charter School traffic was assigned to this westbound Alpine Drive approach). The future conversion of Armstrong Boulevard/Alpine Drive to a single-lane roundabout will improve the westbound approach and all approaches will operate at a LOS A during the peak hours.

Table 7. Year 2028 Weekday Build Conditions Peak Hour Traffic Operations/Capacity Analysis

Study Intersection	A.M. Peak Hour			Dismissal Peak Hour			P.M. Peak Hour		
	LOS	Delay	Queue	LOS	Delay	Queue	LOS	Delay	Queue
Variolite Street/173rd Avenue (1)	A/A	9 sec.	NB/1	A/A	9 sec.	NB/1	A/A	10 sec.	NB/1
Variolite Street/161st Avenue (1)	A/C	16 sec.	WB/1	A/B	12 sec.	EB/2	A/B	11 sec.	EB/1
Variolite Street/Alpine Drive (1)	A/B	13 sec.	SB/1	A/B	11 sec.	SB/2	A/B	11 sec.	SB/1
Armstrong Boulevard/161st Avenue (1)	A/C	16 sec.	WB/1	A/C	17 sec.	WB/2	A/C	17 sec.	WB/1
Armstrong Boulevard/Alpine Drive (1)	A/D	29 sec.	WB/2	A/C	22 sec.	WB/2	A/**F**	**77 sec.**	WB/6
Armstrong Boulevard/Alpine Drive (3)	A/A	8 sec.	SB/2	A/A	6 sec.	NB/2	A/A	10 sec.	NB/4
161st Ave/Primary (East) Site Access (1)	A/B	13 sec.	SB/2	A/B	12 sec.	SB/1	A/A	10 sec.	SB/1
161st Ave/Secondary (West) Site Access (1)	A/B	11 sec.	SB/1	A/B	11 sec.	SB/1	A/A	10 sec.	SB/1
Ramsey Boulevard/Alpine Drive (2)	B/B	14 sec.	SB/2	B/B	14 sec.	NB/3	B/B	14 sec.	NB/3
175th Avenue/Nowthen Boulevard (1)	A/B	15 sec.	EB/1	A/B	14 sec.	EB/1	A/B	15 sec.	EB/1

(1) Indicates a side-street stop-controlled intersection, where the overall LOS is shown followed by the worst approach LOS. The delay shown represents the worst side-street approach average delay per vehicle. The queue shown is the 95th percentile queue (in vehicles) for the worst approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

(2) Indicates an all-way stop-controlled intersection, where the overall LOS and average delay per vehicle are shown. The queue shown is the 95th percentile queue (in vehicles) for the worst side-street approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

(3) Indicates an improvement to provide a single-lane roundabout intersection, where the overall LOS and average delay per vehicle are shown. The queue shown is the 95th percentile queue (in vehicles) for the worst side-street approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

Draft

Combined Sunday A.M. St. Katharine Drexel Church Development Conditions

The Sunday a.m. church related existing geometrics, traffic control, and traffic volumes and traffic operations analysis related to the adjacent future proposed St. Katharine Drexel Church have been combined with year 2028 No-Build and Build scenario Sunday a.m. church peak hour (9:30-10:30 a.m.) traffic operations analyses. Results of the combined Sunday a.m. church peak hour traffic operations analysis (shown in Table 7) indicate that all study intersections are expected to operate at an acceptable overall LOS A during the peak hour under existing traffic control and intersection geometrics. No significant queuing or delay issues were identified in this analysis.

Table 8. Sunday A.M. St. Katharine Drexel Church Combined Conditions Peak Hour Traffic Analysis

Study Intersection	Existing Sunday A.M. Peak Hour			2028 No-Build Sunday A.M. Peak Hour			2028 Build Sunday A.M. Peak Hour		
	LOS	Delay	Queue	LOS	Delay	Queue	LOS	Delay	Queue
Variolite Street/173rd Avenue (1)	A/A	9 sec.	NB/1	A/A	9 sec.	NB/1	A/A	9 sec.	NB/1
Variolite Street/161st Avenue (1)	A/A	10 sec.	WB/1	A/A	10 sec.	WB/1	A/B	11 sec.	WB/1
Variolite Street/Alpine Drive (1)	A/A	10 sec.	SB/1	A/A	10 sec.	SB/1	A/A	10 sec.	SB/1
Armstrong Boulevard/161st Avenue (1)	A/B	12 sec.	WB/1	A/B	12 sec.	WB/1	A/B	12 sec.	WB/1
Armstrong Boulevard/Alpine Drive (1)	A/B	14 sec.	WB/1	A/B	15 sec.	WB/1	A/C	16 sec.	WB/1
Armstrong Boulevard/Alpine Drive (3)	A/A	5 sec.	NB/1	A/A	5 sec.	NB/1	A/A	5 sec.	N/1
161st Ave/Primary Site (East) Access (1)	-	-	-	-	-	-	A/A	10 sec.	SB/1
161st Ave/Secondary Site (West) Access (1)	-	-	-	-	-	-	-	-	-
Ramsey Boulevard/Alpine Drive (2)	A/A	10 sec.	SB/1	A/A	10 sec.	NB/1	A/A	10 sec.	NB/1
175th Avenue/Nowthen Boulevard (1)	A/B	11 sec.	EB/1	A/B	11 sec.	EB/1	A/B	11 sec.	EB/1

(1) Indicates a side-street stop-controlled intersection, where the overall LOS is shown followed by the worst approach LOS. The delay shown represents the worst side-street approach average delay per vehicle. The queue shown is the 95th percentile queue (in vehicles) for the worst approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

(2) Indicates an all-way stop-controlled intersection, where the overall LOS and average delay per vehicle are shown. The queue shown is the 95th percentile queue (in vehicles) for the worst side-street approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

(3) Indicates an improvement to provide a single-lane roundabout intersection, where the overall LOS and average delay per vehicle are shown. The queue shown is the 95th percentile queue (in vehicles) for the worst side-street approach at the intersection. The 95th percentile queues shown in **red bold font** spill back to and beyond the adjacent upstream intersection.

Proposed Site Access/Circulation Review

A review of the proposed PACT Charter School development site plan (see Figure 4) was completed to identify issues specific to the site plan configuration, site access and circulation and recommend potential improvements if needed. Vehicular access to/from the proposed site is planned at two locations on 161st Street: a primary (east) site access approximately 600 feet west of Variolite Street and a secondary (west) site access approximately 1,150 feet west of Variolite Street.

2nd Draft

Based on field observations, engineering judgement and applicable standards, there is adequate sight distance at the proposed site access locations to clearly identify approaching vehicles. Consideration should be made to limit any sight distance impacts from future onsite structures, landscaping and signing. The proposed site plan is generally well configured and the proposed site access locations do not appear to represent any significant traffic safety or traffic operations concerns.

Summary of Findings, Conclusions and Recommendations

Based on this proposed PACT Charter School development traffic impact study and analysis, the following summary of findings, conclusions and recommendations is offered for your consideration:

1. Results of the existing weekday traffic operations analysis indicate that all study intersections currently operate at acceptable overall LOS B or better during the a.m. commuter (school arrival) peak hour (7:30-8:30 a.m.), school dismissal peak hour (2:30-3:30 p.m.) and p.m. commuter peak hour (4:00-5:00 p.m.), under existing traffic control and intersection geometrics. No significant queuing or delay issues were identified, except at the Armstrong Boulevard/Alpine Drive intersection where the westbound approach is operating at a LOS E during the p.m. peak hour. The future conversion of Armstrong Boulevard/Alpine Drive to a single-lane roundabout will improve the operations and all approaches will operate at a LOS A during the peak hours.

2. The segment of 161st Avenue between Armstrong Boulevard and Variolite Street has been identified to be improved/reconstructed as part of the City of Ramsey Capital Improvements Plan for year 2024. Design of this future 161st Avenue improvement/reconstruction is currently under consideration. It has been suggested that it may be possible to reschedule this 161st Avenue improvement and/or reconstruction to coincide with the proposed PACT Charter School project.

3. An annual growth rate of one percent was applied to the existing peak hour traffic volumes to develop year 2028 background traffic forecasts (no proposed PACT Charter School site-generated traffic is included in this scenario). Note that year 2028 represents the year where the PACT Charter School can be assumed to be completed with full occupancy of the proposed development and includes all phases of the proposed PACT Charter School project plus completion of the adjacent future proposed St. Katharine Drexel Church.

4. Results of the year 2028 no-build intersection capacity analysis indicate that all study intersections are expected to continue to operate at an acceptable overall LOS B or better during the peak hours under existing traffic control and intersection geometrics. No significant queuing or delay issues were identified, except for the Armstrong Boulevard/Alpine Drive intersection where the westbound approach would now operate at a LOS F during the p.m. peak hour (note: no proposed PACT Charter School site-generated traffic is included in this scenario). The future conversion of Armstrong Boulevard/Alpine Drive to a single-lane roundabout will improve the operations and all approaches will operate at a LOS A during the peak hours.

5.

2nd Draft

6. Results of the weekday vehicle trip generation estimate indicate that the proposed PACT Charter School and St. Katharine Drexel Church development is expected to generate a total of 627 a.m. combined peak hour trips, 547 school dismissal peak hour trips, 187 p.m. commuter peak hour trips, and 2,498 daily trip ends (50 percent in/50 percent out).

7. Results of the Sunday vehicle trip generation estimate indicate that the proposed St. Katharine Drexel Church development is expected to generate a total of 128 a.m. combined peak hour trips and 523 daily trip ends (50 percent in/50 percent out). It was assumed that there would be no PACT Charter School concurrent events held on Sunday.

8. The PACT Charter School may also generate special event related trips associated with the athletic facilities and diverse academic activities. Note that the number of these special event trips may range widely depending on the event and that these trips are not regularly occurring trips. Therefore, these special event trips were not considered normal weekday activity and were not included in the traffic forecasts and analysis for the proposed PACT Charter School development.

9. Results of the year 2028 Build Conditions intersection capacity analysis indicate that all study intersections are expected to continue to operate at an acceptable overall LOS B or better during the peak hours under existing traffic control and intersection geometrics. No significant queuing or delay issues were identified, except for the Armstrong Boulevard/Alpine Drive intersection where the westbound approach would continue to operate at a LOS F during the p.m. peak hour (note: no PACT Charter School traffic was assigned to this westbound Alpine Drive approach). The future conversion of Armstrong Boulevard/Alpine Drive to a single-lane roundabout will improve the operations and all approaches will operate at a LOS A during the peak hours.

10. The existing poor operation of the westbound approach to the Armstrong Boulevard/Alpine Drive intersection is due to higher traffic volumes and uninterrupted flow on Armstrong Boulevard and limited Alpine Drive approach capacity. It should be noted that no PACT Charter School site-generated traffic was assigned to the westbound Alpine Drive approach. The future conversion of Armstrong Boulevard/Alpine Drive to a single-lane roundabout will improve the operations and all approaches will operate at a LOS A during the peak hours.

11. Results of the combined Sunday a.m. church peak hour traffic operations analysis indicate that all study intersections are expected to operate at an acceptable overall LOS A during existing, 2028 No-Build and 2028 Build conditions for the Sunday a.m. peak hour under existing traffic control and intersection geometrics. No significant queuing or delay issues were identified in this analysis.

12. Vehicular access to/from the proposed site is planned at two locations on 161st Street: a primary (east) site access (serves bus entry, pick-up/drop-off and staff traffic) approximately 600 feet west of Variolite Street and a secondary (west) site access (serves bus exit, student driver traffic) approximately 1,150 feet west of Variolite Street.

13. The proposed site plan is generally well configured and based on field observations, engineering judgement and applicable standards, there is adequate sight distance at the proposed site access locations to clearly identify approaching vehicles. Consideration should be made to limit any sight distance impacts from future onsite structures, landscaping and signing.

2nd Draft

14. Based on this proposed PACT Charter School traffic impact study it is concluded that there is more than adequate roadway and intersection reserve capacity to accommodate the proposed PACT Charter School site-generated traffic as forecast.

15. Based on the findings of this PACT Charter School traffic impact study, it is concluded that the City of Ramsey may consider the proposed PACT Charter School development, without concern that it would represent a significant negative traffic impact to the supporting area roadway system.

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2nd Draft

Draft Memorandum

SRF No. 02215657

To: Josh Nyquist, Executive Director of Building Operations
PACT CHARTER SCHOOL

From: Jeff Bednar, TOPS, Senior Traffic Engineering Specialist
Tom Sachi, PE, Project Manager | Traffic Studies

Date: July 6, 2022

Subject: PACT Charter School | Traffic Concerns | City of Ramsey, Minnesota

This memorandum addresses the most recent traffic concerns expressed by the City of Ramsey Residents, Planning Commission and City Staff.

1. It has been suggested that an additional school site access be located on Variolite Street for school bus access. This Variolite Street bus only school site access was suggested to be restricted to a right-in/right-out only access:

    a. No detailed information related to the location of the suggested additional school site access on Variolite Street is available. However, considering the likely location of this Variolite Street school site access based on the layout and configuration of the proposed school site, it is likely that it would be at a location on Variolite Street that would be impacted by a crest (hill) in the vertical profile on Variolite Street north of 161st Avenue and south of the potential school access. This crest in on Variolite Street is likely to create a sight distance obstruction at the Variolite Street school site access that could result in a traffic safety concern.

    b. While it may be possible to construct a restricted right-in/right-out only school site access on Variolite Street and install signing prohibiting the restricted left-turn movements, the effectiveness of this condition would rely on traffic law enforcement, therefore the effectiveness of this restriction would be directly proportional to the level of law enforcement activity assigned to it. A more effective right-in/right-out only access would require physical restriction with raised median/channelizing islands on Variolite Street that would involve a costly roadway improvement on the recently improved Variolite Street segment. Additionally, it will be a challenging effort to restrict the use of this access to buses only and prohibit its use by parent and student drivers through educational programs alone.

    c. The two proposed school site access intersections on 161st Avenue would operate at overall Levels of Service (LOS) A with the school site exiting approaches operating at a LOS B or better during all school related peak hours. From this analysis it is concluded that an additional school site access on Variolite Street would not be needed in order to provide intersection capacity relief.

2. The traffic counts used in the traffic study were only collected for one day:

    a. Vehicle turning movement and pedestrian/bicyclist counts were collected (based on video camera imaging) by SRF for April 14 through April 17, 2022 for the weekday a.m.

commuter/school arrival peak period (7-9 a.m.), p.m. school dismissal peak period (2:00-4:00 p.m.), p.m. commuter peak period (4:00-6:00 p.m.) and Sunday a.m. church peak period (9:30-11:30 a.m.) at the seven study intersections.

b. Due to limited resources in both time and equipment (camera) availability (cameras were committed to other areas before April 13, 2022), cameras were set later Wednesday April 13, 2022 at the study intersections. Therefore, the counts applied in the weekday traffic analysis were the counts collected on Thursday April 14,2022. We have compared these PACT School TIS related Thursday April 14, 2022 counts to previous counts collected for the Trott Brook Crossing EAW at many of the same intersections and find they compare very favorably. From this comparison we conclude the PACT School TIS Thursday April 14, 2022 traffic counts reasonably represent an existing typical study area weekday.

c. It is standard traffic engineering practice to apply traffic data collected for a single day to a traffic impact analysis so long as it reasonably represents an existing typical study area weekday or design day. This is particularly true in neighborhoods where the day-to-day traffic patterns are more consistent. If the study area was a commercial area where the day-to-day traffic patterns may be more dynamic, then looking at more than one day and choosing the best day to apply to the traffic impact analysis may be considered.

3. School Bus, Student Drop-Off/Pick-Up and Student Driver site circulation suggestions:

   a. Move the parent drop-off/pick-up area to the front (south) side of the building. The proposed location of the parent drop-off/pick-up area on the east side of the building and the proposed circulation provides adequate queuing distance to keep traffic from spilling out onto 161st Avenue. It also separates the school bus drop-off/pick-up from the parent drop-off/pick-up area, always a prime consideration in the configuration of the school site circulation. Moving the parent drop-off/pick-up area to the front (south) side of the building would require moving the school bus drop-off/pick-up to the west side of the building and possibly complicating operations and additional conflict with the student drivers entering/exiting the school site. We believe the school site circulation as proposed is reasonable.

4. Student Drop-off/Pick up concerns regarding spillback onto 161st Avenue:

   a. Not all student drop-off/pick-up vehicles are on site at the same time as these vehicles arrive and depart over a period of time. The PM initial queues are more substantial as parents line up to pick-up their children prior to the dismissal time. Based on research conducted by multiple universities of a large sample of schools across the country, the expected onsite PM school pick-up maximum queue length, in vehicles, is approximately five percent of the total enrollment, in students. Assuming the 2028 final phase total enrollment of 790 students, the onsite PM school pick-up maximum queue length is estimated at 40 vehicles. Assuming 25 feet of space per vehicle the length of this onsite maximum queue is estimated at 1,000 feet. Based on the proposed site plan there appears to be well over 1,000 feet of PM school pick-up queuing space available onsite. From this analysis it is concluded that the onsite PM school pick-up maximum queue would be fully contained onsite and not spill out onto 161st Avenue.

Draft

5. Please explain if there are any concerns regarding school bus queuing on northbound Variolite Street turning left to westbound 161st Avenue:

    a. The northbound left-turn from Variolite Street to westbound 161st Avenue would operate at level of service (LOS) A, with only eight seconds of average delay per left-turning vehicle and a 95th percentile queue of one vehicle or less under the 2028 build conditions during all school related peak hours. From this analysis it is concluded that the northbound left-turn lane queue (including school buses) would not spillback into the northbound through lane.

6. What is the overall daily capacity of Variolite Street and 161st Avenue?

    a. Based on the City of Ramsey's current comprehensive plan transportation element, the planning level daily capacity of Variolite Street, a two-lane major collector street through the study area, is 9,000 vehicles. The existing average daily traffic volume on Variolite Street south of 161st Avenue is 1,364, which is 15 percent of the planning level daily capacity. Adding 40 percent of the school generated daily traffic assigned to Variolite Street south of 161st Avenue of 978 vehicles plus 95 vehicles of background traffic growth, the total 2028 daily traffic volume on Variolite Street south of 161st Avenue is forecast at 2,437 vehicles which is only 27 percent of the planning level daily capacity resulting in a reserve capacity of 73 percent.

    b. The planning level daily capacity of 161st Avenue, a two-lane local street through the study area, is assumed at 8,000 vehicles, a widely accepted value for two-lane roadways. The existing average daily traffic volume on 161st Avenue west of Variolite Street is 1,000, which is 12.5 percent of the planning level daily capacity. Adding 55 percent of the school generated daily traffic assigned to 161st Avenue west of Variolite Street of 1,345 vehicles plus 70 vehicles of background traffic growth, the total 2028 daily traffic volume on 161st Avenue west of Variolite Street is forecast at 2,415 vehicles which is only 30 percent of the planning level daily capacity resulting in a reserve capacity of 70 percent, an abundance of reserve capacity.

7. It has been suggested that the school site design provide a southbound left and right-turn lane at the west school access to 161st Avenue:

    a. While this could be done and it may somewhat improve operations, the traffic operations analysis does not show a need to provide this additional capacity/operational improvement since the proposed single lane of approach provides an overall intersection level of service (LOS) A with the southbound approach at LOS B during all school related peak hours.

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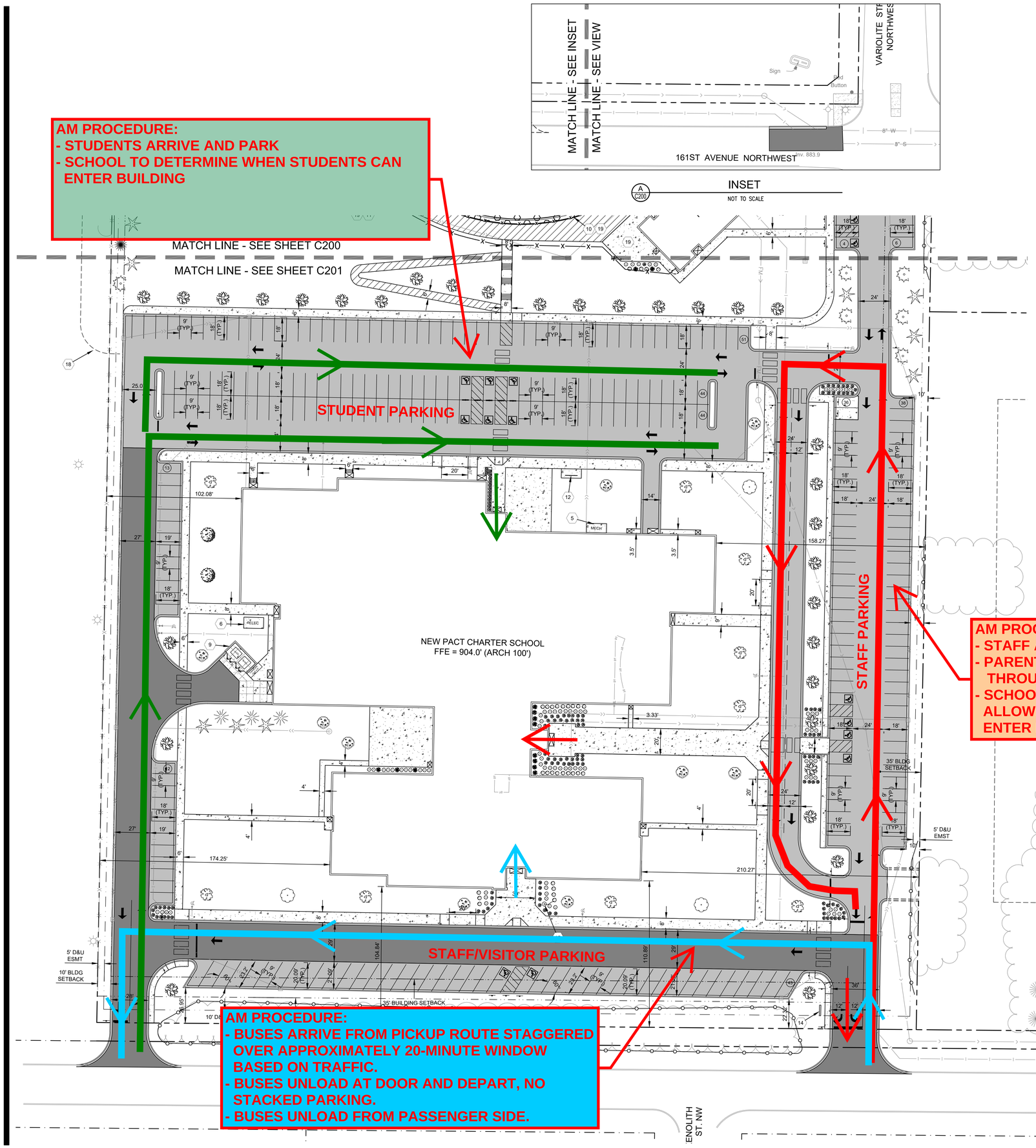

SYMBOL LEGEND

- NEW LIGHT-DUTY BITUMINOUS PAVEMENT SEE DETAIL
- NEW HEAVY-DUTY BITUMINOUS PAVEMENT SEE DETAIL
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- NEW CONCRETE STOOP/APRON SEE ARCH./STL.
- NEW ATHLETIC TRACK PAVING SEE DETAIL
- NATIVE GRASS AND WILDFLOWER PLANTINGS
- TREE PROTECTION
- PROPERTY LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- SETBACK LINE
- WETLAND
- WETLAND BUFFER

NOTE: THE CONCRETE JOINTS ARE SHOWN ONLY FOR GENERAL REFERENCE TO SIGNIFY LIGHT-DUTY CONCRETE PAVEMENT. ACTUAL JOINTS SHALL BE CONSTRUCTED PER PROJECT SPECIFICATIONS.

KEY NOTES

1. NEW B612 CONCRETE CURB AND GUTTER
2. NEW ACCESSIBLE CURB RAMP
3. NEW LIGHT-DUTY CONCRETE PAVEMENT
4. NEW HEAVY-DUTY CONCRETE PAVEMENT
5. SEE DUST COLLECTOR, SEE MECH.
6. NEW TRANSFORMER, SEE ELEC.
7. NEW PARKING SIGN AND POST
   - _A: ADA PARKING
   - _B: ADA ACCESS AISLE
   - _C: ADA LOADING
   - _D: STOP
   - _E: DO NOT ENTER
   - _F: BUSES ONLY
   - _G: MOTORCYCLE PARKING
   - _H: LANE USE SIGN
   - _I: FIELD ACCESS ONLY, NO EXIT
8. NEW PARKING SIGN, POST, AND BOLLARD
   - _A: ADA PARKING
   - _B: ADA ACCESS AISLE
9. NEW DUMPSTER ENCLOSURE, SEE ARCH
10. NEW 3.5' TALL CHAINLINK FENCING
11. NEW 6' TALL CHAINLINK FENCING
12. NEW BIKE RACK
13. NEW CONCRETE STAIRS
14. NEW MONUMENT SIGN
15. NEW FLAGPOLE
16. NEW SCOREBOARD

POPE ARCHITECTS
POPE ARCHITECTS, INC.
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PACT Charter School

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www.larsonengr.com
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PACT CHARTER SCHOOL
RAMSEY, MN

PAVING PLAN SOUTH

Issue and Revisions
CITY RE-SUBMITTAL 6.10.2022

I hereby certify that this plan, specifications 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.

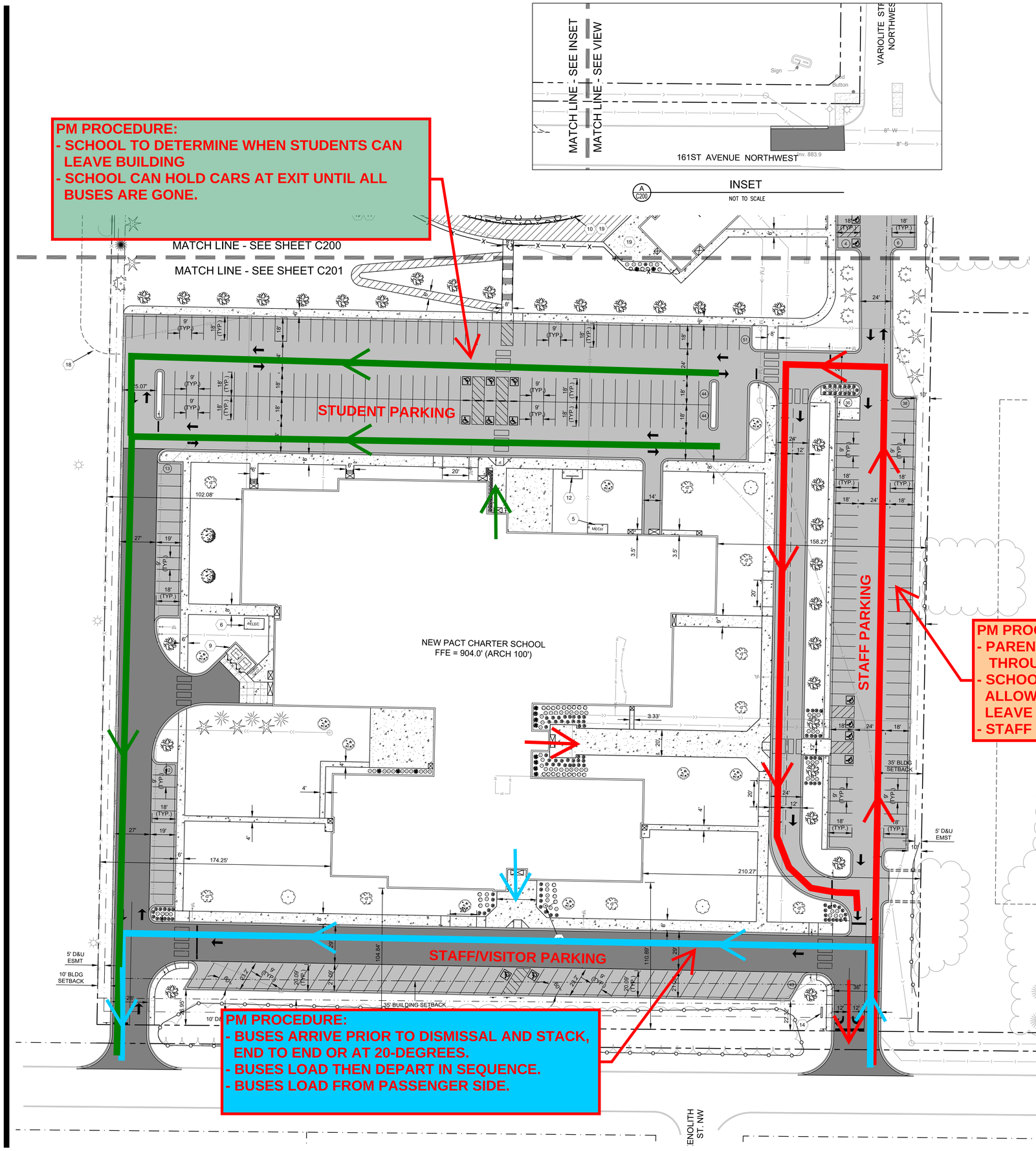
Eric G. Meyer, P.E.
Date: 06.10.2022 Lic. No.: 44592

Commission No. 12216178
Drawn by KBK
Checked by EGM

SHEET
C200

TRUE SHEET SCALE
0" 1/2" 1"

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION



PM PROCEDURE:
- SCHOOL TO DETERMINE WHEN STUDENTS CAN LEAVE BUILDING
- SCHOOL CAN HOLD CARS AT EXIT UNTIL ALL BUSES ARE GONE.

PM PROCEDURE:
- PARENTS QUEUE FROM END OF DROP OFF LANE THROUGH PARKING LOT.
- SCHOOL TO DETERMINE WHEN PARENTS ARE ALLOWED TO ARRIVE AND WHEN STUDENTS CAN LEAVE BUILDING
- STAFF DEPART AFTER PARENT PICK-UP.

PM PROCEDURE:
- BUSES ARRIVE PRIOR TO DISMISSAL AND STACK, END TO END OR AT 20-DEGREES.
- BUSES LOAD THEN DEPART IN SEQUENCE.
- BUSES LOAD FROM PASSENGER SIDE.

SCHOOL TRAFFIC CIRCULATION - PM

- STUDENT PICK UP
- BUSES
- STUDENT PARKING

SYMBOL LEGEND

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- NEW HEAVY-DUTY BITUMINOUS PAVEMENT SEE DETAIL
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PACT Charter School

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PACT CHARTER SCHOOL
RAMSEY, MN

PAVING PLAN SOUTH

Issue and Revisions
CITY RE-SUBMITTAL 6.10.2022

I hereby certify that this plan, specifications 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.

Eric G. Meyer, P.E.
Date: 06.10.2022 Lic. No.: 44592

Commission No. 12216178
Drawn by KBK
Checked by EGM

SHEET
C200

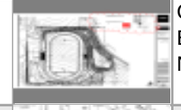
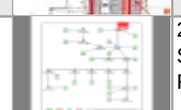
TRUE SHEET SCALE
0" 1/2" 1"

LAND USE APPLICATION SET - NOT FOR CONSTRUCTION

ProjectDox

Changemarks Report

Project Name:	PACT Charter School New Campus
Workflow Started:	04/28/2022 3:56 PM
Report Generated:	06/17/2022 01:24 PM

Grouping	Cycle	Ref #	Complete?	Status	Department	Snapshot	File	Markup Name	Changemark Subject	Changemark Details	Markup Date
Main Workflow	1										
	2	122	False	Unresolved	Civil Engineer II		PACT Charter School Preliminary Plat 6-10-22.pdf	JF	Easement Line Information	we'll need to see the line information surfficient to re-create the linework.	06/17/2022 10:20 AM
		123	False	Unresolved	Civil Engineer II		PACT Charter School Preliminary Plat 6-10-22.pdf	JF	Western D&U Easement	This should be a 10-foot wide easement rather than 5-foot.	06/17/2022 10:20 AM
		120	False	Unresolved	Civil Engineer II		C400 - Utility Plan South.pdf	JF	Municipal Utility Extension	Extend 8" trunk lines under 161st Avenue - Continuation of existing lines. Stub services as needed for	06/17/2022 10:00 AM
		121	False	Unresolved	Civil Engineer II		C400 - Utility Plan South.pdf	JF	Church Property Utility Stubs	Coordinate location and size needs with Church, stub water and sewer to the church site.	06/17/2022 10:00 AM
		113	False	Unresolved	Civil Engineer IV		C301 - Grading and Erosion Plan North.pdf	LL	Rearange sheet	Move these notes down. The additional elevations required on the lots to the north must be shown on this	06/17/2022 9:37 AM
		112	False	Unresolved	Civil Engineer IV		C401 - Utility Plan North.pdf	LL	FES Elevations	The inverts for all FES needs to be withing 1 foot of the bottom elevation of the infiltration basin.	06/17/2022 9:34 AM
		119	False	Unresolved	Civil Engineer II		C200 - Paving Plan South.pdf	JF	Off-Street Trail	Need to show 10-foot off-street trail with this project. This is important to also include the location of	06/17/2022 9:14 AM
		118	False	Unresolved	Civil Engineer II		C101 - Demo Plan North.pdf	JF	Tree Save Fence	Tree protection required along the north lot line to protect trees on adjacent property.	06/17/2022 9:10 AM
		117	False	Unresolved	Civil Engineer II		C100 - Demo Plan South.pdf	JF	161st Avenue Removals	Water & Sewer will need to go into 161st Avenue. Depending on timeline this may need to happen before	06/17/2022 9:07 AM
		132	False	Unresolved	Environmental Review		PACT AM traffic circulation.pdf	CA	Stacking Space	If 25% of students will be dropped off by parents, that's approximately 200 cars in 2028. There's only	06/16/2022 2:55 PM
		114	False	Unresolved	Civil Engineer IV		22.06.09 PACT Stormwater Report.pdf	LL	Discharge area	Provide and elevation area curve for the existing wetland. See comment on proposed diagram.	06/17/2022 9:56 AM

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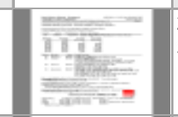
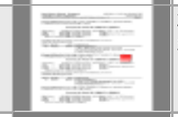
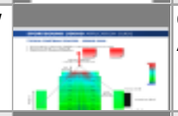
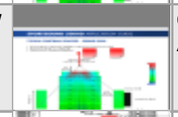
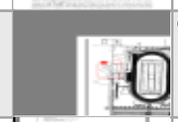
		115	False	Unresolved	Civil Engineer IV		22.06.09 PACT Stormwater Report.pdf	LL	Discharge Area	Provide an elvation area curve for the existing wetland.	06/17/2022 9:55 AM
		110	False	Unresolved	Civil Engineer IV		22.06.09 PACT Stormwater Report.pdf	LL	CB ponds 2P-14P	The CB ponds must be modeled with surface ponding and a horizontal orifice matching the grate	06/17/2022 9:56 AM
		111	False	Unresolved	Civil Engineer IV		22.06.09 PACT Stormwater Report.pdf	LL	Model Results are unacceptable for the 100 year storm.	This comment applies to 6P, 7P, 8P, 10P, 11P, 12P and 13P.	06/17/2022 9:56 AM
		137	False	Unresolved	Environmental Review		daktronics 500HD Application Guide DD3477612 (1).pdf	CA	Decibels behind Speaker	What are the projected decibels in the opposite direction of travel of the sound (e.g. behind the	06/17/2022 9:41 AM
		138	False	Unresolved	Environmental Review		daktronics 500HD Application Guide DD3477612 (1).pdf	CA	Decibels at Property Line?	What are the estimated decibels at the property boundaries?	06/17/2022 9:41 AM
		133	False	Unresolved	Environmental Review		C000 - Overall Plan.pdf	CA	Trail	A 10 foot bituminous trail is required from Variolite Street to Central Park. This trail can be in the right of	06/17/2022 7:23 AM
		134	False	Unresolved	Environmental Review		C000 - Overall Plan.pdf	CA	Analysis of Access off Variolite Street	The Planning Commission requested an analysis of including a 3rd access, which would be off of	06/17/2022 7:23 AM
		135	False	Unresolved	Environmental Review		C000 - Overall Plan.pdf	CA	Turning Movements Exhibit	Provide a turning movements exhibit demonstrating that a fire truck can successfully	06/17/2022 7:23 AM
		136	False	Unresolved	Environmental Review		C000 - Overall Plan.pdf	CA	Farm Bin?	What is a Farm Bin and why is it outside the waste enclosure?	06/17/2022 7:23 AM
		116	False	Unresolved	Civil Engineer II		15657_PACT-Charter-School_TIS_220526_2nd-Draft.pdf	JF	Impacts from Student Drop-Off	This study is indicating 25% parent drop off of potentially 734 students, which is approximately 180 vehicles.	06/16/2022 12:12 PM
		109	False	Unresolved	Civil Engineer IV		C000 - Overall Plan.pdf	LL	Central Park	Access agreement required, especially with needing to cordon off landing area duriing events.	06/16/2022 11:39 AM
		128	False	Unresolved	Environmental Review		C700 - Landscape Plan South.pdf	CA	Topsoil	Modify Note #8 to specify that topsoil cannot consist of more than 35% sand. Topsoil required over all	06/16/2022 11:52 AM
		129	False	Unresolved	Environmental Review		C700 - Landscape Plan South.pdf	CA	Move Label	Move the Seed2 label so that the tree species is visible.	06/16/2022 11:52 AM

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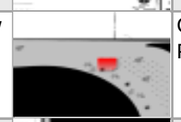
		130	False	Unresolved	Environmental Review		C700 - Landscape Plan South.pdf	CA	EPB Recommendation	As previously noted, the EPB recommended that satisfaction of tree preservation standards be	06/16/2022 11:52 AM
		131	False	Unresolved	Environmental Review		C700 - Landscape Plan South.pdf	CA	Note #2	Modify Note #2 to specify that any size and/or species substitutions require City of Ramsey approval as well	06/16/2022 11:52 AM
		126	False	Unresolved	Environmental Review		C701 - Landscape Plan North.pdf	CA	Seed Type?	There is still no clear distinction or break between Seed 2 and Seed 3 areas. Different symbols should be	06/15/2022 11:11 AM
		127	False	Unresolved	Environmental Review		C701 - Landscape Plan North.pdf	CA	Seed Transition	There is no indication of the seed break or transition between Seed 2 and Seed 1, at least not with the	06/15/2022 11:11 AM
		124	False	Unresolved	Environmental Review		C601 - Tree Preservation Plan North.pdf	CA	Tree Removal	This revised plan results in even more tree loss along the wetland edge. While tree #3157 (a 5" red oak) is	06/15/2022 10:30 AM
		125	False	Unresolved	Environmental Review		C601 - Tree Preservation Plan North.pdf	CA	Clearing of Oaks	Add note to plan sheet(s) specifying that there shall be no clearing or grubbing activities involving oaks	06/15/2022 10:30 AM

Updated By	Applicant Response
Joe Feriancek	
Joe Feriancek	
Joe Feriancek	
Joe Feriancek	
Len Linton	
Len Linton	
Joe Feriancek	
Joe Feriancek	
Joe Feriancek	
Chris Anderson	
Len Linton	

Len Linton	
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Chris Anderson	
Chris Anderson	
Chris Anderson	
Chris Anderson	
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Chris Anderson	
Joe Feriancek	
Len Linton	
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Chris Anderson	
Chris Anderson	

5.01: Consider Natural Resources Elements for PACT Charter School Site Plan, Preliminary Plat and Final Plat (Project No. 22-107); Case of JB Vang on Behalf of PACT Charter School

Senior Planner Anderson presented the staff report. He stated that the City has received an application from JB Vang Partners on behalf of PACT Charter School for review of a Site Plan, Preliminary Plat and Final Plat related to a proposed new, second school campus to be located at 7633 161st Avenue NW. The subject property is presently owned by The Church of Saint Katharine Drexel. As the EPB will recall, the City previously reviewed a Sketch Plan along with requested Comprehensive Plan Amendment and Zoning Amendment related to the same project. The City Council ultimately approved the Comprehensive Plan Amendment and Zoning Amendment, contingent upon approval of the Preliminary Plat. He noted that several public comments were received related to drainage. He noted that those plans are being reviewed by the engineering department as well as the Lower Rum River Water Management Organization (LRRWMO), which is the Board that would review and approve of the stormwater management plans.

Chairperson Moore invited the applicant to address the Board.

Justin Fincher, JB Vang, spoke in representation of the applicant and stated that they have been working diligently for the past few months to develop more detailed plans for the project and stormwater management. He stated that they did look at relocating a smaller catch basin onsite in terms of stormwater management but was unsure if that needed to be addressed tonight.

Senior Planner Anderson replied that they did not need to review that level of specificity as that is not under the purview of this Board. He noted that the overall level of treatment would not be reduced by shifting the location of the basin.

Chairperson Moore referenced the northern corner and asked if that is a wetland or oak forest.

Senior Planner Anderson replied that area is delineated wetland, which is being reviewed by the LRRWMO. He stated that the oak forest area is to the west of that delineated wetland. He commented that there would be impacts to the oak forest area, but areas within the wetland setback would be protected. He commented that the majority of the trees on the school site would be removed as part of the project.

Chairperson Moore recognized that there has been discussion with the parks department to extend plantings into Central Park and asked for details.

Senior Planner Anderson replied that staff does not release its comments until the agenda for the public hearing is released, which will be later in the week, therefore the applicant has not seen those comments. He stated that he did have a brief discussion with the applicant prior to the meeting but did not want to put the applicant in the position to address comments he has not yet seen.

Chairperson Moore asked if 161st would need to be widened.

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Senior Planner Anderson replied that the traffic study has been submitted and is being reviewed by City staff. He commented that improvements may be needed, but preliminarily that improvement was not mentioned but it is still being reviewed and staff will provide comments at the Planning Commission meeting.

Board Member Fetterley stated that staff indicated that 444 trees were needed in total and that the applicant was not meeting that threshold. She asked if the applicant were aware they would be under the threshold.

Senior Planner Anderson replied that summary came from the tree preservation plan submitted by the applicant, therefore they are aware of the standards. He stated that it is not uncommon that those calculations need to be adjusted. He stated that this is not an official public hearing, as that will be held on May 26th by the Planning Commission. He noted that resident input can still be obtained tonight.

Chairperson Moore invited residents to provide input.

Jason Patrow, 16209 Sapphire Street NW, commented that he has concern with the vegetation being planted around the retention ponds. He commented that there will be steep banks and vegetation will be needed to prevent erosion. He also asked what would prevent water from spilling into the wetland.

Senior Planner Anderson replied that a staff member has made comments to suggest additional plantings on the downslope side to create root structure and stability. He reviewed the stormwater standards that would need to be met by the applicant and noted that engineering would be ensuring the plans and construction meet those requirements.

Ron Lindenberg, 7600 163rd Lane NW, commented that he previously spoke about the oak trees on his property which range in age from 75 to 125 years. He was concerned that the construction could impact trees on his property. He stated that he would not want changes to the subject property to impact other properties. He commented that water does travel through the system but was concerned that the removal of the trees on the subject property could negatively impact other properties.

Danielle Holder, 7826 161st Avenue, stated that she has a lot of concerns but will focus her comments tonight on the trees. She commented that there are old growth oaks throughout the site and trees replanted will never reach that size. She stated that the wildlife that relies on those trees will leave that area. She stated that 161st will most likely need to be widened because it is a narrow road and there will need to be room for buses and the mentioned trail, which will remove more trees.

Matt Boe, 7650 163rd Lane, echoed the comments made by the previous residents.

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Amanda Patrow, 16209 Sapphire Street, stated that one of the main concerns she has is related to the floodplain area. She stated that she has another concern with noise and asked if a sound study has been completed.

Senior Planner Anderson replied that there will be a PA system.

Ms. Patrow commented that the neighborhood can already hear noise from Central Park and additional trees would help to buffer that noise. She stated that if this is going to go into a residential neighborhood, there should be assurance that this will not impact those homes. She stated that the staff presentation mentioned that Variolite was eliminated for safety reasons but noted that she watched the PACT School Board meeting, and it was said that option was eliminated because of a lack of funding.

Kristy Haight, 7600 163rd Lane NW, stated that there has been a large amount of rain in the last week which has filled the ditches. She stated that they have concern that removing the trees and developing the site could cause additional issues with water if the water is not managed appropriately on the site.

Mr. Patrow stated that the oak forest that will be removed to make space for the retention pond will also remove the shade provided by the forest to the wetland. He stated that could change the character of the wetland. He asked for additional details on a prevention system that would ensure that the pond does not overflow into the wetland.

Jeff Lubarski, 7826 161St Avenue, stated that he is concerned that all the traffic will now be placed on 161st which means the road needs to be widened and trees on adjacent properties will be damaged. He stated that if the road is widened it will also lend itself to commercial vehicles coming down the residential road. He was concerned with the safety of the children in the neighborhood because of the increased traffic.

Board Member Hiatt referenced the photos provided by residents related to rainfall levels and asked how often this situation is occurring.

Mr. Lindenberg replied that those photos are of his property and that typically happens a few times per season, maybe three times. He noted that the current system is not designed to handle much more water and confirmed that he has voiced concerns to the City in the past.

Mr. Fincher commented that funding was one aspect for eliminating Variolite, but it was not the only aspect of that decision. He stated that the way he understood it there are no specific light or noise ordinances that apply to this type of project. He stated that they have addressed the lighting concern with submission of their lighting plan. He stated that in terms of noise, they would be less programmed than Central Park in terms of how their football field would be used for events.

Board Member Hiatt asked the projected seating capacity for the football field.

Mr. Fincher estimated seating for 600, which would have 300 spaces per side. He noted that calculation is not exact but that would be the maximum.

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Eric Meyer, Larson Engineering, commented that the stormwater management would be the same for the site, regardless of the type of development. He provided additional details on the LRRWMO stormwater management requirements that have to be met. He stated that with the platting of the property, the school would have the park dedication and dedication of right-of-way. He noted that the improvements to widen the road and add the trail would happen on the school and church properties.

Chairperson Fetterley commented that it does sound like there is frequent filling of yards and wetlands now and asked if there would be a net zero flow or whether more water could even be moved out to help those other properties. She asked what would happen after development if there were issues with water flow.

Mr. Meyer commented that if there are drainage issues along 161st it would make sense to make those improvements when the improvements to the road are made.

Mr. Lindenberg commented that he coached at Central Park for ten years and noted that the proposed stadium is further north, near those homes. He stated that Central Park does not have stadium lighting or speakers but is still very bright and very loud. He commented that the football field will be much brighter and louder than the park activity.

Mr. Patro commented that it sounds like the water from the pond would drain to the wetland, which he views as a concern. He commented on the contamination that would be contained in the runoff from the parking lot and fertilized areas on the school property that could damage the wetlands and plant communities.

Senior Planner Anderson asked the focus to come back to the purview of this Board. He noted that the comments related to drainage can be forwarded to the engineering department. He stated that impacts from deicing and fertilizers is not limited to this property and would apply to all residential and commercial properties.

Ms. Patrow asked when the traffic study was completed. She stated that she noticed the study on a Thursday, Friday, Saturday during Easter break therefore kids were only in school one of those days. She believed that in order to be accurate the study should be done on days kids are going to school and parents are going to work.

Ms. Holder commented that the MPCA states that noise pollution is considered anytime noise traffics onto residential property in excess of 60 decibels for more than 50 percent of an hour. She stated that the park activity measured at 70 decibels in her child's room for seven hours. She stated that the MPCA also suggests that the City not place development in areas where it would impact residential properties. She stated that there is no room for a tree buffer to be installed with the development size proposed.

Mr. Fincher commented that the study was completed during three weekdays during peak school hours. He noted that a study was also done on Sunday in order to consider the plans for the church. He stated that information is detailed within the report that will be reviewed at the Planning

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Commission meeting. He stated that stadium continues to be mentioned but the school is viewing this as field space for soccer and football and the area will not be programmed to the high level that Central Park is.

Board Member Fetterley commented that there are lots of things happening with the planning of this plot and the school use. She stated that in looking at this from the normal objective of the Board, specific to plantings and trees, she does not love the plan to remove large trees with replacement by small trees and/or restitution. She stated that she would prefer to see more trees preserved or planted on the school site, rather than spreading more onto Central Park.

Board Member Arts agreed with those comments.

Senior Planner Anderson stated that it is not uncommon to see adjustments to the number or quantity of trees on a plan. He stated that the Board could recommend that the required number of plantings be accommodated on site, but there has to be consideration that it would be hard to fit that number of trees without impacting growth characteristics therefore it could be helpful to allow additional planting on Central Park property. He stated that the trees could be strategically placed in attempt to mitigate concerns raised.

Board Member Fetterley stated that the project is working well to meet the guidelines of the City. She stated that they can advocate for trees and the environment the best they can but must consider the rules in place as well.

Board Member Hiatt asked if there is a timeline on the reports from engineering and the LRRWMO, as that watershed issue is a key piece in this discussion.

Senior Planner Anderson replied that the City staff review should be wrapped up later this week to prepare for the public hearing that will be conducted by the Planning Commission. He noted that after that meeting, the case would be sent to the LRRWMO. He stated that the wetland delineation has been submitted to the LRRWMO for review as well.

Board Member Hiatt asked if the City considers stormwater retention an issue in this area currently.

Senior Planner Anderson replied that the stormwater management staff person is out of the office, therefore is he unsure if those photos are common. He stated that he does not doubt the statements of the residents but cannot confirm that either without that staff person.

Board Member Fetterley referenced the comments related to improvements to 161st and asked for details on that potential project.

Senior Planner Anderson replied that if this project is the premise to need to widen 161st, that would fall as a cost to the developer. He stated that the project is in the CIP for a reconstruction for 2024. He stated that there are discussions to perhaps move that to a 2023 project to better correspond with the timing of this project. He stated that improvements that would be needed because of the project (turn lanes, widening, trails) would be a cost of the developer. He stated

that the developer is dedicating right-of-way on the north side of 161st, therefore those improvements, if needed, would go to the north.

Board Member Arts referenced the tree preservation along 161st and supports that. He stated that a trail was mentioned that would remove those plantings. He stated that he would recommend not to put the trail in and instead tie in Central Park to Variolite with sidewalks in order to preserve additional trails. He referenced the northeast portion of the property which shows a lot of tree removal. He believed that preservation of some of those trees would assist in providing a buffer as well.

Senior Planner Anderson commented that there are oaks in that area, which is classified as an oak forest, but there are other species of trees in there as well.

Chairperson Moore summarized some of the comments that had been received tonight and recognized that some revisions would be needed to the plan. She stated that the Board would like to see as many of the native plants and trees retained as possible. She recognized that technically speaking the requirements of the City have generally been met by the request.

Senior Planner Anderson recognized the comments of the Board to work with the applicant in an attempt to preserve additional trees in the northeast corner of the site and to maximize the reforestation onsite in strategically placed locations to mitigate resident concerns.

Board Member Hiatt asked if the Board could recommend a percentage of reforestation, such as no more than 50 percent of reforestation could be done monetarily.

Senior Planner Anderson commented that the Board could make that as part of its recommendation, and it would be the decision of the City Council as to whether to incorporate that into their action.

Motion by Board Member Fetterley and seconded by Board Member Little to recommend approval of the Landscape and Tree Preservation Plans, contingent upon compliance with staff review comments, the applicant review the plan to focus on preservation of trees in the northeast portion of the property, and that tree preservation be focused on the property with no more than 50 percent of the reforestation to occur through restitution.

Motion carried. Voting Yes: Chairperson Moore, Board Member Fetterley, Little, Arts, Bernard, and Hiatt. Voting No: None. Absent: None.

Senior Planner Anderson reminded the group that a public hearing will be held by the Planning Commission next week, at which time all staff review should be completed.

Board Member Fetterley thanked all the residents that came to speak tonight and recognized that this development proposal is causing some havoc in that neighborhood.

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PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, May 26, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Randy Bauer Commissioner Bruce Anderson Commissioner Cheri Gengler Commissioner Tom Hunt Commissioner Eric Peters Commissioner Gary VanScoy Commissioner Brian Walker
Members Absent:	None
Also Present:	Planning Manager Todd Larson City Planner Brian McCann Senior Planner Chris Anderson Community Development Dir/Deputy City Admin Brian Hagen City Council Liaison Matt Woestehoff City Engineer Bruce Westby

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1. CALL TO ORDER

Chairperson Bauer called the regular meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Chairperson Bauer led the group in the Pledge of Allegiance.

3. CITIZEN INPUT

None.

4. APPROVAL OF AGENDA

Motion by Commissioner Peters, seconded by Commissioner Gengler, to approve the agenda as presented.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Peters, Gengler, Anderson, Hunt, VanScoy, and Walker. Voting No: None. Absent: None.

6.04: Public Hearing: Consider Site Plan, Preliminary Plat, and Variance Request for a New PACT Charter School 6-12 Grade Campus at 7633 161st Avenue NW (Project No. 22-107): Case of JB Vang

Public Hearing

Chairperson Bauer noted that he and Commissioner VanScoy have involved with the Church of Saint Katharine Drexel and therefore would have a conflict and will be recusing themselves from this discussion.

Acting Chairperson Gengler called the public hearing to order at 7:44 p.m.

Presentation

Senior Planner Anderson presented the staff report stating that staff recommends approval of the variance, site plan and preliminary plat contingent upon compliance with staff review comments and providing an analysis of projected noise related to the athletic field activities.

Commissioner Anderson asked why the Variolite entrance was removed.

Senior Planner Anderson replied that the applicant could best address that question.

Commissioner Walker referenced the two retention ponds and asked if staff knows the size of those ponds.

Senior Planner Anderson replied that the project team could best address that as well.

Citizen Input

Justin Fincher, JB Vang, spoke in representation of the applicant and stated that there was concern expressed in a previous public hearing related to sightline access at Variolite and noted that was one reason to remove that entrance. He stated that they initially believed that entrance would be needed to alleviate traffic concerns, but upon completion of the traffic study they learned that would not be necessary.

Commissioner Anderson stated that he would prefer to have a separate entrance for buses to separate the bus and student driver traffic.

Mr. Fincher commented that they could look to reintroduce that entrance. He stated that there is a separate entry point and queuing area versus the parent pick-up/drop-off and student driver traffic.

Commissioner Anderson stated that he would prefer to have the Variolite access.

Commissioner Walker agreed noting that if nothing else, he would like to see a one way only exit for the buses to exit from the school to make a right hand turn onto Variolite. He asked for details on the retention ponds.

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Eric Meyer, Larson Engineering, provided details on the infiltration basins and ponding and how they would function.

Commissioner Walker commented that he is curious as to how they can make the majority of the site concrete and treat the runoff in the small basins and not impact the wetlands.

Mr. Meyer commented that the water is piped into the basin which is meant to infiltration water and then they will control the rate to ensure that the discharge does not exceed the current rates. He confirmed that their plans meet all the requirements of the LRRWMO and the State.

Commissioner Walker commented that he lives along Variolite and observes the water held in the ditches after a rain event, therefore he has concern that this development would add to that issue. He asked who would be responsible if there were issues caused to neighboring property owners.

Mr. Meyer commented that they are meeting the requirements.

Commissioner Walker commented that if more water comes off this property, which currently soaks up water, he has concern for the residents if the retention ponds are not functioning as intended.

Mr. Meyer commented that they will also have a maintenance agreement for the pond to ensure it continues to function.

Commissioner Walker commented that this is a very wet area already and asked what would be done if there is water in basements after this is built.

Mr. Fincher stated that there is a separate process for the review and approval of the stormwater design that is currently underway with the LRRWMO. He commented that there would be a detailed analysis to ensure that there would not be negative impacts. He stated that perhaps those concerns could be passed to the LRRWMO in its review as that is a separate process. He stated that there was a recommendation to complete a noise analysis. He stated that his company has represented many Charter Schools and has never had that required in the past. He noted that they would be willing to work with City staff to complete that. He commented that this is next to Central Park that has multiple fields. He stated that the school is proposing a football/soccer field with track improvements. He commented that typically there are 10 to 12 games in a football season, split between home and away games, therefore that activity would be controlled. He commented that they welcome the recommendations of the EPB and will work to preserve as many mature trees as possible and recognized that could help to mitigate the noise and impacts to residential properties.

Debra Musgrove, 15247 Fluorine St NW, stated that she is the Chair of the LRRWMO Board and provided details on the process that group follows for permit review. She noted that all applications are reviewed by an engineering to ensure the rules are being met.

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Jason Patrow, 16209 Sapphire Street, commented that he is an engineering project manager with 15 years of experience. He commented that the noise study is not just related to the stadium, field, and other items of note and believed that the rooftop mechanical equipment should also be included in the study. He commented that the field lights are 80 feet tall but noted that the field is also eight to ten feet higher than the properties to the north. He stated that recessing the field into the ground creates an amphitheater effect. He commented that removal of the trees will have an impact on the light and sound spilling onto neighboring properties. He did not believe there is adequate spacing for all the buses to que. He did not believe the retention pond was designed appropriately and provided his supporting information on his opinion. He commented that there are too many things being squeezed into a site. He commented that removal of the trees around the wetland would also change the dynamic of the wetland as shaded areas would then be exposed to sun. He commented that if there is an overflow the polluted water from the basin would enter the wetland and cause damage. He stated that the flooding in the area is already a concern but is manageable by the residents. He commented that discharging the water from the retention pond would not occur at the same rate as it would discharging through the soil. He stated that the elevated water from this site would compromise the drain field of the septic system for the neighbor to the north and could also impact the drinking water. He commented that the traffic study was completed for one day prior to Easter break, which is not accurate. He stated that he does have a concern with one access from 161st and the congestion that would bring to the residents in that area.

Danielle Holder, 7826 161st Avenue NW, stated that she has submitted written comments. She stated that this plan is overdone for the site. She noted that everything is being designed to minimum standards. She stated that the noise study was advised at the last meeting and has not been done yet. She asked how far the other schools of this nature are to residential homes. She stated that the trees are being removed and there will not be much to buffer that sound. She asked that the Commission table the request to meet higher standards. She noted that this site is already designed to the fullest capacity using minimum standards. She mentioned the cross easement with the church and stated that perhaps the pickup and drop off occur in the church parking lot to prevent stacking on 161st. She asked the Commission to hold the request until the noise study and other elements can be completed to ensure that the residents will be protected.

Jeffrey Lubarski, 7826 161st Avenue NW, asked the Commission to table the request tonight until the plat is completed and does not have contingencies. He believed that the neighborhood should have the ability to comment on the final plat before this moves forward. He commented that the school proposes one entrance and exit on 161st, which is a narrow residential street. He believed that there should be a secondary or primary exit/entrance on Variolite. He stated that if only one entrance/exit is proposed on 161st, his property is no longer viable as a residential property, and he should be allowed to covert it to commercial property.

Amanda Patrow, 16209 Sapphire Street NW, commented that she has had concerns from the beginning and does not feel the project should move forward due to water runoff, noise, light and traffic. She commented that the traffic study was completed only one day when school was in session. She did not believe the study should be used and should be redone. She commented that the numbers provided in the staff report equate to a total of 489 vehicles that would all use Variolite, Armstrong, and 161st Avenue. She stated that her neighborhood only has one road to get in and out, which is Variolite. She asked what would happen if emergency vehicles needed to

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get down the road. She stated that they also have concern with the noise impacts from the PA system. She commented that the applicant has had plenty of time to get the sound study done but has not yet done so and noted that the rooftop equipment should be included. She stated that if everything cannot fit on the property, the school should look for a bigger lot rather than looking to use park or church space. She commented that Central Park is already used by many sports groups, and it would seem the school would want to connect to Central Park and use that space as well. She commented that the park is a public place where people should spend with their families, and it should not be allowed to be used by PACT. She stated that with the rising interest rates, PACT needed to make a decision as to whether to add more students or make the school smaller. He stated that they added more students which would compare to the attendance of Brookside, which has a much larger parcel on a County road. She asked that this continued to be reviewed by the Commission at a later date.

Mr. Patrow clarified that the dashed line is on the east side of the property and would connect Central Park to the school parking lot. He referenced the square footage of the school and noted that he used his software and the school plans and determined that the usable square footage of the space. He believed that the occupancy should be reviewed as his calculations show that being in excess of what would be allowed based on the usable space.

Mr. Fincher commented that instead of referring to a project manager in the neighborhood, he will refer to his team that are all licensed in their areas. He commented that they are not attempting to simply meet minimum standards, but to design what is needed for the school. He stated that rounding up, the square footage within the proposed plans would be 115,000 square feet. He stated that the traffic consultant could not attend tonight but clarified that they attempt to put the cameras up as quickly as possible following the solicitation process that PACT has to follow. He recognized that there was one day when the school was in session and the study was put into draft form, using the comments received before finalizing the report. He noted that the Trott Brook Crossing EAW was also cross-referenced and the findings within the draft report were consistent with those findings. He stated that the levels of service at the intersections they were required to review would not be impacted by the development. He noted that the intersections range from A, B and C ratings with the exception of one intersection that is already at a failing level currently. He stated that the dashed line was a recommendation from staff for PACT to consider at a potential in the future and therefore it was shown as potential in the future. He stated that there are building codes and standards in place regarding size and occupancy that they will meet. He stated that they did go through a separate Minnesota Department of Education (MDE) approval process where the plans from PACT were reviewed and approved by that entity. He stated that this is a public charter school and therefore is not sized or funded the same as a district school. He commented that they are not skirting anything under the rug and are going through all the necessary approvals.

Councilmember Woestehoff asked if the MDE report and comments could be shared.

Mr. Fincher commented that is public information that has been published and could be shared.

Commissioner Walker stated that after the first public hearing, the applicant assured the Commission that they would work with residents to address their concerns. He asked if anyone on the applicant's team has reached out to the neighbors to address their concerns.

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Mr. Fincher commented that they have not specifically reached out to residents but believe they are addressing the concerns to the extent possible through this process. He would welcome further conversation if that were necessary. He commented that part of the Variolite access removal was budget related and in attempt to address resident concerns related to that access. He recognized that they will never make all parties happy.

Commissioner Walker commented that it is obvious there are a few residents spearheading the opposition and recommended that the applicant work with those residents to address their concerns.

Jason Tossey, 14417 Bowers Drive NW, stated that he is a Board member of PACT and also a social studies teacher. He stated that he would like to address information that was brought up that is not as accurate as it was portrayed. He stated that they may need to expand some students because of higher bond rates, but that would be spread over the two campuses. He stated that this is a much larger facility with more space than the existing facility. He stated that the plans have been changed and altered to address the concerns of the residents. He stated that the comment today to add the Variolite entrance back in is frustrating as the change was made to address concerns related to the sightline in that area from residents. He commented that they are doing everything they can to ensure the concerns of residents are met while also meeting all applicable standards from the City, State, and watershed. He stated that they will be working with the LRRWMO to ensure there will not be issues with flooding.

Mike Stuedmann, 1478 159th Avenue in Andover, and trustee of the Church of Saint Katharine Drexel stated that he would like to clarify comments that were made earlier. He stated that a written comment referenced how much the church gained by entering into the deal. He stated that the resident stated that the church "gained only $400,000 versus what could have been gained through other options". He stated that the church explored many other options, and this was the option that could move forward. He stated that PACT approached the church many years ago and therefore this is not a kneejerk reaction. He commented that the email also states that the church "would be willing to do anything to make this happen and sacrifice the wellbeing at any cost". He stated that could not be further from the truth as the church is a good steward. He stated that the shared parking agreement was a suggestion of the church in order to result in a win/win situation where the entities could partner.

Ms. Holder commented that she has a copy of the letter from MDE which basically states that the financial information provided means that it would be fiscally responsible to move forward and that the school would need to comply with all other entities and their rules. She stated that the plans have not been reviewed and approved completed. She stated that she does not recall a statement from residents requesting that the Variolite access be removed. She suggested that the Commission watch the School Board video to hear that discussion themselves.

Mr. Patrow commented that the reason people were opposed to the Variolite access was that it was proposed to be a parent pick-up/drop-up access that would be used in both directions. He believed that it would be appropriate to have that access be bus access only.

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Josh Nyquist, 14852 Peridot Street NW, and Executive Director of Building Operations at PACT asked that the Commission give them a chance to meet the requirements from the LRRWMO and related to traffic. He stated that they would meet the building requirements and recognized that MDE does not review to that level, but more as to whether the site would work for a school and whether it could be done financially. He stated that they want to be good neighbors and address concerns of those that live nearby, which is why they are these public meetings to gain that input. He stated that they can review field scheduling and the types of systems in order to mitigate noise and light. He stated that the school wants to be a good presence. He noted that the students often clean up the park nearby the existing location and would hope they could do those things at the new location as well. He commented that they currently have a shared parking agreement with Northgate Church that works well. He stated that there is traffic two times per day and school is in session 154 days per year, therefore that is important when thinking about the impact of traffic.

Commissioner Peters commented that he does not believe that everyone is 100 percent against the school. He stated that if all the things were addressed, the school would be supported. He stated that a school going into a neighborhood adjacent to a park is a good fit. He commented that he also likes that there will be a secondary school coming to Ramsey. He believes that PACT should work with the residents and acknowledged that they are trying. He stated that he has been blessed to have the experience of living in different states and frequenting different schools for his kids. He stated that they will figure this out as a community. He believes that it makes sense to have a school in this location and if they all work together to figure it out, it should work. He encouraged PACT to work with these residents as they continue to come forward. He believed that this will be worked out but there needs to be more collaboration between the community and PACT.

Community Development Dir/Deputy City Admin Brian Hagen stated that if the Commission desires to continue this review, it should not close the public hearing but instead should continue it to the next meeting.

Commissioner Anderson asked for details on the review timeline.

Community Development Dir/Deputy City Admin Brian Hagen replied that they are still within the first 60-day review period and would have the ability to extend that by another 60 days. He stated that if the desire is to continue, it should be formally done through motion to a specific date.

Senior Planner Anderson commented that the City would need to issue a 60-day extension as the first 60-day period would expire before it reached the City Council.

Acting Chairperson Gengler commented that there would then be an option to continue the public hearing which would then not require a table or any action on the applications.

Senior Planner Anderson confirmed that to be true but asked that if that route is chosen, specific information is provided on what the Commission would desire before the next meeting.

Community Development Dir/Deputy City Admin Brian Hagen stated that he would also want input from the applicant on their timeline to respond as well.

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Mr. Fincher stated that he is unsure of the logistics of extending the 60-day review period. He reiterated the timeline of PACT which was to begin construction later summer, or early fall. He stated that he fears that if this is pushed too far down the road, it could become not feasible to begin construction this year. He stated that if there is a recommendation to work with the residents, they would do so and asked if that could be done in the time before the City Council meeting noting that they could also work with City staff during that time.

Community Development Dir/Deputy City Admin Brian Hagen stated that the desired open date for PACT is fall of 2023 and recognized the sizeable construction. He stated that ultimately the City has a process to follow as well. He stated that if the Commission feels that it has seen enough information to make a recommendation to the Council that could be done. He noted that the Commission could also request to see more information on the plans and provide another opportunity for residents to provide input. He recognized that this could delay the project by a minimum of one month. He stated that the applicant could also request a special meeting of the Commission, although that could be tricky with including a public hearing. He asked if the public hearing could be closed and whether a second public hearing could be noticed for a special meeting.

Senior Planner Anderson replied that could be done as long as the proper noticing timelines would be met. He stated that if the meeting were tabled to the next Commission meeting, it would be June 23rd, which would then follow to City Council on July 12th.

Mr. Fincher commented that following the City Council meeting there would be another 30-day period for the rezoning, which is tied to their entitlements.

Senior Planner Anderson confirmed that to be correct. He stated that the City Council approvals for the zoning and Comprehensive Plan amendment were contingent upon approval of the preliminary plat. He stated that once the preliminary plat is approved, the ordinance would be published and there would be a 30-day period before the ordinance goes into effect.

Randy Bauer, 14942 Quintana Street NW, commented that there have been preliminary plats with questions on numerous occasions that are addressed through conditions and contingencies. He stated that in those instances the preliminary plat is approved contingent upon the staff recommendations being met.

Councilmember Woestehoff referenced the small parcel of parkland that would be deeded back to the City and asked if that would be a better opportunity for stormwater management and what the alternative would be for park dedication.

Senior Planner Anderson commented that the Park Commission took action last in the last month to reiterate a previous decision and formalize their interest in having that northwest corner dedicated as parkland for expansion of a flex field use there. He stated that the potential to use that as additional retention pond area would involve park staff and the Park and Recreation Commission. He stated that a potential alternative would be to continue to encourage the church and school to work together to determine if there is additional opportunity to provide additional treatment on the church site.

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Councilmember Woestehoff stated that he understands the potential for the church to take on additional mitigation but sees this as a separate project. He stated that he did not recall seeing the park dedication request on the Council and it was confirmed that would come forward with the application.

Mr. Bauer commented that the church has talked about shared retention ponding as both sites would benefit and therefore the church would be open to exploring additional stormwater treatment on the site. He stated that the church has no plans to use the northern outlot and could use that for treatment.

Mr. Fincher commented that they have begun to space plan for that potential and confirmed that there have been discussions with the church on that concept. He stated that his firm finished a project in Brooklyn Park that used a shared agreement to address shared parking and retention ponding.

Commissioner Anderson asked for clarity on the concept of continuing the public hearing or forwarding the recommendation with conditions.

Community Development Dir/Deputy City Admin Brian Hagen stated that if the public hearing is continued or closed with a recommendation tabled, the Commission should give direction on anything specific it would like to see.

Commissioner Anderson stated that if the Commission requested the studies to be completed and the entrance to be reviewed, he did not believe a second public hearing would be needed.

Community Development Dir/Deputy City Admin Brian Hagen confirmed that the requirement for a public hearing has been held and the case could be tabled with direction. He stated that the noise analysis may not be able to be completed as of yet because the equipment is not yet known and therefore that provision could be added to the development agreement.

Commissioner Anderson commented that he feels that there has been sufficient input from residents.

Motion by Commissioner Anderson, seconded by Commissioner Walker, to close the public hearing.

Motion Carried. Voting Yes: Acting Chairperson Gengler, Commissioners Anderson, Walker, Hunt, and Peters. Voting No: None. Absent: Chairperson Bauer and Commissioner VanScoy.

Acting Chairperson Gengler closed the public hearing closed at 9:31 p.m.

Commission Business

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Motion by Commissioner Anderson, seconded by Commissioner Peters, to table the requested action, directing the applicant to research a one-way bus only access from Variolite, provide more information on a noise study, and provide more information on stormwater plans.

Further discussion

Gary VanScoy, 5851 147th Lane NW, stated that there has been a lot of discussion about an entrance from Variolite. He commented that there is about three feet of right of way on the west side of Variolite and therefore does not see how a right-in/right-out entrance could be provided. He commented that in that area there is also an eight to ten feet drop therefore there would be significant difficulties in that option. Commissioner Anderson stated that he would only request that to be a right-in access. Commissioner Walker commented that in that scenario the buses would still use 161st to exit the site. Commissioner Walker commented that he would support a right-in/right-out. Commissioner Anderson commented that he is unsure there is room for that, but he would also support that. Councilmember Woestehoff stated that he understands the desire for a right-in/right-out, there would not be buses coming from the north, most would come from the south. He stated that he did not like the idea of an access on Variolite but also does not like it without the Variolite access. He commented that Brookside is a good example of where buses and vehicle traffic go but recognized that there will always be backups. He stated that the Commission should continue to find the best ways to mitigate those issues. He commented that neither are good solutions and therefore would rely on engineers to make those decisions. Commissioner Walker asked if anyone could tell him the plans for 161st. City Engineer Westby stated that they have collected topography of the corridor and are processing that data to develop their plans with a trail and determine if trees could be saved. He noted that staff will be bringing those plans to the City Council to determine if the project should be moved forward one year. Commissioner Walker stated that if the road is going to widened, it should occur to the north and not impact the neighbors on the south side. City Engineer Westby replied that typically streets are centered in the right-of-way. He noted that the trail will be on the north side and therefore it may be difficult to take the trail and all road width from that side, but staff will look into that option. Councilmember Woestehoff asked if the Council would have the data on the proposed road improvements before final plat, as it would seem that widening would only be required if the school is developed. City Engineer Westby replied that he is unsure when the final plat would be but believed that good data would be available in the next month or so. Senior Planner Anderson stated that based on the current motion there would be enough time. He stated that perhaps the Commission would want to discuss the variance portion of the request to determine if both actions are going to be tabled or whether the variance would move forward. He commented that it would be helpful to include a date continued to within the motion. Commissioner Anderson clarified that the case would be tabled to the next meeting.

Motion Carried. Voting Yes: Acting Chairperson Gengler, Commissioners Anderson, Peters, Hunt, and Walker. Voting No: None. Absent: Chairperson Bauer and Commissioner VanScoy.

Motion by Commissioner Anderson, seconded by Commissioner Hunt, to approve the Variance to the Parking/Maneuvering Area Setback from Residentially Zoned Land.

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Motion Carried. Voting Yes: Acting Chairperson Gengler, Commissioners Anderson, Hunt, and Peters. Voting No: Commissioner Walker. Absent: Chairperson Bauer and Commissioner VanScoy.

Chairperson Bauer and Commissioner VanScoy rejoined the Commission.

7. COMMISSION BUSINESS

7.01: Provide Direction for Modifications to Armstrong Boulevard Interchange District Modifications

Presentation

Planning Manager Larson presented the Staff Report noting that the Commission should provide staff with direction to bring an ordinance forward with a public hearing on June 23rd.

Commission Business

Chairperson Bauer commented on the difficulties experienced by businesses from the Armstrong interchange project, some of them going out of business, he would support changes that would help businesses with little to no cost. He commented that he would support administrative approvals and perhaps waiving permit costs, in order to be proactive and help those businesses that will be impacted by a two-year construction project.

Commissioner Gengler asked if the overlay would dictate types of signs.

Senior Planner Anderson commented that it would fall under the same guidelines as ground signs. He commented that any ground sign could have a dynamic display. He believed that a decorative base is currently required up to six feet in height that is compatible with the building finish, which is different than the normal ground sign regulations.

Commissioner Gengler asked for a comparison or example of a 150 square foot sign.

Planning Manager Larson replied that would equate to 10 by 15 feet and provided an example.

Chairperson Bauer asked if there were businesses that applied for larger signs during the Armstrong project.

Planning Manager Larson confirmed that there were three larger signs, all multiple tenant signs.

Chairperson Bauer asked if there would be a way to include a larger allowance for multiple tenant signs as well so that those could be approved administratively at a lower cost.

Planning Manager Larson confirmed that could be done.

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PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, June 23, 2022, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Randy Bauer Commissioner Bruce Anderson Commissioner Cheri Gengler Commissioner Tom Hunt Commissioner Eric Peters Commissioner Gary VanScoy Commissioner Brian Walker
Members Absent:	None
Also Present:	Planning Manager Todd Larson City Administrator Brian Hagen City Council Liaison Matt Woestehoff City Engineer Bruce Westby

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1. CALL TO ORDER

Chairperson Bauer called the regular meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Chairperson Bauer led the group in the Pledge of Allegiance.

3. CITIZEN INPUT

None.

4. APPROVAL OF AGENDA

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

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Peters, Anderson, Gengler, Hunt, and Walker. Voting No: None. Absent: None.

5. CONSENT AGENDA

7.01: Consider Site Plan and Preliminary Plat Request for a New PACT Charter School 6-12 Grade Campus at 7633 161st Avenue NW (Project No. 22-107)

Presentation

Chairperson Bauer stated that because of their relationship with the Church of Saint Katharine Drexel, he and Commissioner VanScoy will continue to recuse themselves from the discussion and related vote.

City Administrator Hagen presented the Staff Report stating that staff supports either alternative one or two within the staff report. He noted that the applicant is making progress on plan revisions, and it is not unusual for a recommendation of approval to be contingent upon compliance with the staff review comments.

Commission Business

Acting Chairperson Gengler invited the applicant to speak.

Justin Fincher, JB Vang, spoke in representation of the applicant.

Commissioner Anderson stated that at the last meeting it was requested that the applicant analyze the potential right-in access for buses off Variolite as well as a noise study. He asked if the noise study provided was recently completed.

Mr. Fincher confirmed that the sound study is recent as they conducted that once it was requested. He noted that it is still in draft form.

Commissioner Anderson stated that within the case he did not see anything about the right-in from Variolite. He asked if that analysis has been completed.

Mr. Fincher confirmed that was completed. He stated that the requested analysis was completed but was unsure what was included in the staff report. He stated that from their perspective a third access is not needed as the two proposed access points would operate as a level of service A. He stated that there would be sight distance obstructions because of the hill on Variolite and advised that a right-in only access would be hard to enforce as there would be no medians or anything to restrict turning movements along Variolite. He invited the traffic engineer to provide more details.

Jeff Bednar, traffic engineer, provided details on the level of service and queuing for the proposed access. He commented that the issue with access from Variolite to the school site is that due to the curve and vertical alignment/profile of Variolite north of 161st Avenue would likely cause a sight disruption that would cause traffic concerns. He stated that a right-in/right-out can be effective if traffic movements that are not desired can be prevented, using the example of a median that would prevent left turns in or out. He commented that it would be difficult to control a bus only access. He stated that they do not recommend access to Variolite be provided to the school site.

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Mr. Fincher commented that a part of that conversation is related to the two curb cuts that they would already propose. He commented that they met with the neighborhood to discuss their concerns about parent pick-up and queuing on the site.

Mr. Bednar stated that they reviewed the onsite circulation for buses and parent pick-up in addition to student driver circulation in and around the site. He commented that drop off activity moves very smoothly as children exit the vehicle and enter the school quickly.

Mr. Fincher commented that typically, the most critical time is for pick-up times. He stated that about five percent of the total enrollment would be the maximum queuing which would equal about 40 vehicles. He noted that there would be queuing for 46 vehicles, and they could accommodate another 29 vehicles on the north and northwest side if needed in order to keep vehicles from queuing on 161st. He stated that they also plan to have shared parking with the church, therefore additional space would be available there as well.

Commissioner Anderson asked if the 40 cars includes the buses.

Mr. Fincher replied that count is specific for parent pick-up as the buses had a separate study. He stated that the analysis takes into account the buses, parent pick-up, and student drivers.

City Administrator Hagen displayed the proposed traffic circulation for the site.

Mr. Fincher identified the areas where parent pick-up/drop-off, buses, and student driver activity would be as well as the path those vehicles would take to access their locations. He also identified an area where a connection to the church parking lot could occur.

Commissioner Hunt asked the peak a.m. and p.m. time for buses.

Josh Nyquist, representing the applicant, replied that the times for the secondary school would currently be 8 a.m. to 3:05 p.m., noting that those times are subject to change due to busing availability.

Commissioner Hunt asked if PACT has Fridays off.

Mr. Nyquist replied that typically they have two Fridays per month off.

Commissioner Anderson asked the time buses would be expected to arrive.

Mr. Nyquist replied that bus drop off would be about 7:50 a.m.

Commissioner Hunt referenced the sound study and asked for clarification on the different maps provided.

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Mr. Fincher replied that the second and third pages are the cut sheets showing how the analysis is completed and for reference only. He stated that the first page shows the location of the field, bleachers, perimeter property line, and decibels around the property line.

Commissioner Hunt commented that during the winter months there would not be much going on and assumed the same for the summer months, therefore the majority of activity would take place in the spring and fall.

Mr. Fincher agreed that the most intense use of the field for sporting events would be in the spring and fall. He stated that for football there are ten to 12 games per year and not all of those games are held at the school site. He noted that the same would be true for track and field and soccer.

Acting Chairperson Gengler commented that there have been some changes to the stormwater ponding and asked for clarification on those changes and what is hoped to be gained from those changes.

Mr. Fincher stated that one of the biggest changes was looking at the grading to the basin. He noted that the original plans met the requirements, but they lowered that grade and made the basin wider. He stated that staff also requested that a topographical survey be done showing the impact to neighboring properties, which was completed and updated. He stated that the neighbors are concerned about stormwater and noted that they do hear those concerns and do not want to compound the existing issues in that area, therefore they want to work as a member of the team to ensure their design does not contribute to the standing water issues those residents experience after rain events. He stated that once the building and site are completed, the rain runoff would be at a slower rate than it currently is, which allows the wetland to drain in a better manner. He commented that they would be willing to look into reducing the size of the pipe from their basin into the wetland but noted that they would want input from staff and the Lower Rum River Water Management Organization (LRRWMO).

Chairperson Gengler asked if the capacity of the basin increased, or whether it was just a change to the shape.

Mr. Fincher replied that it was a change to the overall shape of the basin.

Eric Meyer, Larson Engineering, stated that they did meet with the neighbors to discuss the flooding and runoff from the wetland that the neighbors experience. He stated that on the east side of Variolite there is a 15-inch pipe that crosses Variolite. He noted that their original plan included a 30-inch pipe from the basin to the wetland, but they could reduce that pipe to a 15-inch pipe if desired.

Commissioner Walker referenced the comment that the design as proposed would produce a lesser rate of runoff than currently exists. He stated that he does not fully understand that as any water hitting the site at this time could filter through the dirt, whereas after development there will be concrete and rooftop where dirt previously existed.

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Mr. Meyer confirmed that the stormwater basin would collect the water and hold it back to release at a slower rate. He explained that even though the site is dirt currently, it can only soak in so much before water runoff is discharged from the site.

Councilmember Woestehoff asked if the infiltration basin as proposed is not entirely on the PACT property.

Mr. Meyer confirmed that some of that does go into the outlot of the church and there would be a shared use agreement for that similar to the shared parking agreement that would be in place.

Councilmember Woestehoff stated that the purview of the Commission is solely related to this plat and would caution against considered a second plat that has not yet been considered.

Commissioner Walker agreed with that comment and stated that he also has concern with the runoff that would be created from an expanded church and parking on the adjacent site. He stated that he has concern with the runoff in this area as a whole. He stated that once the school and church are built, any problems with water will be problems for the residents in that area. He asked who would be responsible if basements are flooded as a result.

Mr. Meyer stated that they reviewed the information available on the wetland when the flooding concerns arose. He displayed the subwatershed map from the LRRWMO and identified the school site, noting that they are attempting to find more information on the wetland with the WMO.

Commissioner Walker asked if the engineer could answer who would be responsible if there were flooding of basements after the school and church are developed.

Mr. Meyer stated that he is unsure he could say that and was unsure that an attorney could provide that answer because it would depend on the circumstances.

Mr. Fincher replied that with the stormwater designs there is a stormwater maintenance agreement put into place that stipulates what would be needed to ensure proper maintenance of the stormwater facility.

Mr. Meyer stated that if the wetland overflows over the City culvert, into the City storm sewer, and County ditch, it would be difficult to pinpoint who would be responsible.

Commissioner Walker stated that he looks out for the residents when reviewing applications. He stated that he lives up Variolite and has viewed the high water levels in the ditches along Variolite after storms. He stated that his concern is whether there would be an impact following the development of these sites and what would be done if there were an impact to homeowners in that area.

Mr. Meyer stated that they would work to ensure their storm water management is properly designed and can work with staff to ensure this works on a regional aspect if that information is available.

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Acting Chairperson Gengler asked staff to speak to some of the concerns related to adjacent properties and potential liabilities as well as part of the basin being located on another plat.

City Administrator Hagen commented that it is not uncommon for a stormwater basin to jump a property line. He stated that when that it is proposed, staff reviews the easement documents that would be recorded against both properties. He stated that given that the northern lot is being platted as an outlot, it is quite common for a stormwater pond to be located in an outlot. He noted that even if the outlot were replatted, the easement would remain as a permanent easement.

Commissioner Hunt asked who approves the documents once the plans are finalized.

City Administrator Hagen stated that the LRRWMO would review and approve the stormwater plans. He noted that those plans would be reviewed by City staff as well as Barr Engineering, who completes the engineering review for the LRRWMO. He confirmed that the people reviewing the plans are experts in those fields.

Commissioner Hunt commented that he would defer to those that are experts in those fields.

Commissioner Anderson asked if the church has been consulted about the shared stormwater pond and whether the potential development of the church site has been accounted for in the stormwater pond capacity as well.

Mr. Fincher replied that they have been in discussion with the church about the stormwater pond as proposed and agreed with that easement. He stated that this pond is designed for the PACT site and does not account for future development on the church site. He stated that the church would go through the same process and account for runoff and stormwater management in their design as well.

Randy Bauer spoke in representation for the Church of Saint Katharine Drexel and stated that the current purchase agreement has a number of issues related to shared elements. He stated that the church has had a long relationship with PACT, even holding mass in the PACT building until their expansion was completed. He stated that there would be shared parking, utility, and stormwater pond easements as well as a trail/sidewalk connection. He commented that the church is aware that a future project on the church site would need to meet the stormwater requirements as well. He stated that the church does not have any plans for development of the north outlot.

Commissioner Hunt stated that one request at the last meeting was for the developer to have more interaction with the residents. He asked if that seemed productive and beneficial.

Mr. Fincher replied that they did meet with residents in the neighborhood the previous week and believed that it was productive. He stated that they focused on a few key areas including stormwater and traffic.

Acting Chairperson Gengler commented that although this is not a public hearing, she would still allow public comments to be made.

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Jason Patrow, 16209 Sapphire Street NW, noted the 15-inch culvert going down Variolite noting that it may be pitched in the wrong direction. He referenced the potential to decrease the pipe from the basin from 30 inches to 15 inches which seems logical but means that more water would build up in the pond or spill over. He stated that the pond is not designed for the future expansion. He referenced the north side donated property noting that part of the drainage would go into the donated park land. He referenced the added tree removal for the expanded pond and commented that the pond is only designed to a 10-year storm event, and not a 100-year event. He referenced the parent pick-up/drop-off, noting that if there is stacking for 46 vehicles, that would still leave 150 vehicles off-site. He recognized that there is not much concern for drop-off as that cycles quickly but had concern with parent pick-up times. He stated that there was a comment that 15 buses would be used and noted a previous comment that there would be 12 buses. He did not believe there would be space for 12 to 15 buses. He noted that if there are buses in the identified area, visitors could not get out from those spaces. He stated that if there were a right-in for buses off Variolite that would provide additional space for staging the buses. He asked how an emergency vehicle would access the site during the time when buses are staged, and parents are waiting for pick-up. He referenced the noise study and noted that only addressed the PA system and did not address the HVAC equipment. He stated that the bigger issue with noise would be from those attending the games rather than the PA system. He asked for other uses of the field, such as band practice.

Acting Chairperson Gengler asked which future expansion plan the resident mentioned.

Mr. Patrow commented that there are two areas which reflect space for future expansion of the school.

City Administrator Hagen stated that even though there are areas marked for potential future expansion, the applicant would need to come back to show how the site could support such expansion and treat additional stormwater.

Cindy McKay, 7855 157th Avenue NW, commented that they moved to Ramsey because it was what they could afford and commented that it has become a nice community. She believed that the combination of the park, church and school would be a great combination for this area. She believed that the water issues in the area would improve with the treatment that would be added through this development. She encouraged the community to continue to build and grow and believed that this school would be an amenity for the City and its residents.

Ron Lindenberg, 7600 163rd Lane NW, stated that he is not an engineer and asked if those studies completed were based on a 100-year storm event. He stated that things do not operate in the optimum conditions currently. He stated that without accounting for a 100-year storm event, plus flooding, he has concerns with impacts to properties. He commented that the concern is whether the land would operate as it should after being developed to ensure the water is properly managed. He stated that he would also want assurance that the church would properly manage its water if a development application were to come forward in the future.

Dan Goepfert, 7601 163rd Lane, expressed the same concerns as the previous speaker with the water problems. He believed that this should be tabled until the water concerns could be addressed.

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Danielle Holder, 7826 161st Avenue NW, stated that her biggest concern is the traffic on 161st, the stacking for parent pickup, and the traffic that would occur in the mornings. She stated that while the traffic flow looks great on paper, that is often not how it works in real life. She stated that she would like to see more wiggle room rather than a project designed to minimum standards. She believed that the size of the school should be reduced to properly manage the site or expand the area purchased to fit the additional needs. She expressed a concern from her neighbor to the north which mentioned that the sound study was only related to the PA system and not the attendees of the events. She asked how many days the residents would have to abstain from using their properties because of the noise from the games. She noted that not everyone enjoys the noise from sporting activities, and they should not have to be subjected to that. She asked that a study be done on the entire property including the noise from game attendees and HVAC units. She asked that this case be tabled until all those items are considered.

Commissioner Walker asked if Ms. Holder participated in the neighborhood meeting with PACT and asked her interpretation of how that meeting went from a resident perspective.

Ms. Holder commented that she felt that PACT listened to them and allowed them to speak but the response was that they would consider that further and welcome ideas as to how things could be fixed. She stated that residents are not engineers and are simply alerting everyone to the issues. She stated that she does not want to see the stadium require neighbors to stay in their homes on game days or get black out curtains to prevent the lights from shining in their windows. She recognized that the developer did listen to their concerns but did not feel that solutions were discussed.

Amanda Patrow, 16209 Sapphire Street, commented that there are still many concerns after meeting with the PACT team. She stated that their concerns were expressed in great detail, and they feel that those issues have not been resolved including traffic and stacking for parent pick-up. She stated that the PACT team has stated that there is additional room on the north and west sides for parent pick-up but there did not seem to be adequate space on their plans. She noted that the issues of sound and lighting are also still issues for the surrounding residents. She asked the type of lighting that would be used for the sports field. She noted that the retention plan is not based on a 100-year flood event and therefore there could be impacts to the residents. She commented on the Federal floodplain that exists to the north, which is in the backyards of many residents. She commented that the retention pond was increased in size but still does not meet the requirements. She believed that many modifications would need to be made to the plans in order to prevent negative impacts to the residents in this area.

Mr. Lindenberg commented that this children attended Anoka High School which has Castle Field for baseball. He noted that the PACT facility would probably be better than most of the other facilities where sporting events could be held. He explained that when there is a newer facility of better quality, the school is able to draw a majority of their opponents to their home field because of the quality of the facility. He asked that the Commission consider that when they are talking about the number of days the field could be in use. He noted that the field would be used for other spring, summer and fall sports as it will be an appealing facility. He asked that the Commission consider that the facility could also be rented for other use.

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Councilmember Woestehoff asked staff to provide input on the improvements for 161st. He noted that the Public Works Committee recently discussed the potential project and trail.

City Engineer Westby commented that typically a road would be reconstructed to the same conditions unless another need comes forward. He stated that staff has concern with p.m. pick-up from parents and therefore they could potentially provide queuing on the street, but they would want to ensure that is not used for parking during the other hours. He stated that generally they would reconstruct the road without parking on either side and then an off-road trail for pedestrians. He stated that it would be hard to plan for a queuing lane when they are not aware of where vehicles would be coming from for parent pick-up.

Councilmember Woestehoff stated that his hope was to show residents that the City is looking at 161st as part of this project and there will be changes made. He noted that the trail/sidewalk is a big project and recognized the tree loss concerns. He stated that they are attempting to reduce the tree loss to the extent possible.

Commissioner Anderson asked why there could not be a right-in or right-out for buses off Variolite.

City Engineer Westby stated that the sight distances are not good on Variolite because of the crest and curve, therefore staff has concern with the sight distances and related safety concerns for a head on collision of vehicles attempting to pass buses turning right into that access.

Commissioner Anderson asked if those concerns would equally apply to that access being an exit only.

City Engineer Westby confirmed that his concerns would remain as a vehicle could attempt to pass a bus entering the road from the site and could have a head on collision with vehicles coming from the other direction. He also had concern with a bus being able to come up to speed going up the hill towards 161st.

Commissioner Hunt asked if the sight distance are based off current speeds or school zone speed limits.

City Engineer Westby replied that they could look to enact a school zone speed limit on the road, noting that is an MSA road and therefore MnDOT would need to be involved as there are additional requirements MnDOT would have to enact a school zone. He noted that his comments were based on the existing speed of the road. He stated that he understands the concern with drainage and the visibility of high water levels in the ditches after rain events but explained that those ditches are meant to fill up and hold water until it can be released downstream. He explained that just because a ditch is filled does not mean it is not functioning as it should be. He stated that the drainage design submitted by the applicant is reviewed diligently by staff as well as the LRRWMO engineering staff to ensure proper design. He stated that the City ensures that all developers are held to the standards for the two-, ten- and 100-year events noting that post development has to

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result in the same or lesser than the existing conditions. He stated that the design that does not address a 100-year event would not be approved by the WMO.

Councilmember Woestehoff asked when the LRRWMO would be reviewing the case.

City Engineer Westby stated that it is his understanding that the developer intends to submit to the LRRWMO in July for review at its August meeting.

Commissioner Hunt asked if those meetings are open to public comments. He noted that perhaps residents with concerns about drainage should bring those concerns to the WMO.

City Engineer Westby confirmed that those meetings are also open to the public and provided details on where those meetings dates and packets can be found.

Councilmember Woestehoff stated that the WMO is a multi-jurisdictional organization and Councilmember Musgrove is the current Chair of the WMO Board.

City Engineer Westby confirmed that the WMO Board has representatives from Anoka, Ramsey, and Andover.

Jeff Lubarski, 7826 161st Avenue, reference the comments that a Variolite access would be unsafe. He noted that 161st is on top of the hill and therefore a vehicle moving up the hill could not see a bus taking a righthand turn.

Mr. Patrow commented that he is aware of the LRRWMO meeting dates and has submitted comments to that organization as well. He stated that the water issues were discussed in detail at the meeting with PACT and the neighborhood. He noted that some potential solutions were discussed and stated that perhaps the City could provide input on whether those options would be feasible, such as connecting to the storm drain that could service the church and PACT. He noted that another suggestion was to use permeable asphalt and concrete.

Mr. Fincher replied that permeable asphalt is incredibly more expensive than traditional asphalt which is why it is not commonly used as it is cost prohibitive. He stated that the funding model for a public charter school is very different than a traditional school and therefore it would be challenging to add that cost. He stated that he has also heard about the incredible amount of maintenance that would be required to ensure the asphalt remains permeable. He referenced the mentioned storm drain connection and in order to do that they would still need to treat the water before tying into the connection. He stated that in order to treat the water and make the connection, that would need to occur on the south portion of the site where a lot of the mature trees are located. He was unsure of the cost that would be required to make that connection as well and recognized the desire to preserve trees in that area.

Mr. Meyer commented that they did reach out to the City for as-builts of utilities at Variolite and 161st as they will connect to sewer and water in those locations. He stated that their stormwater would still need to be treated through a pond. He stated that once they receive the as-built information from the City they could investigate whether that would be a feasible connection. He

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stated that they did design their stormwater to meet a 100-year event. He noted that if the pipe leaving the basin were reduced to 15 inches, they would raise the berm by four inches to ensure the water would remain within the pond. He noted that reducing the pipe size to match the culvert size would significantly reduce the rate of water leaving the site, well below the required rate.

Commissioner Walker asked if this project is funded at all.

Mr. Fincher replied that the funding is also in process. He stated that the preliminary bonding resolution was passed by the City Council and once that approval is finished by the City, it would go to the underwriting team for sale of the bonds. He stated that everyone is confident that this would be a successful transaction given the success and enrollment numbers for PACT. He did not feel that financing would be an issue for PACT.

Commissioner Walker commented that it was his understanding that the City of Ramsey is not going to be part of the financing.

Mr. Fincher clarified that the bonds used are conduit issuer bonds and therefore are issued through a municipality to receive tax exempt status. He stated that the City of Ramsey and State of Minnesota would not be backing the bonds and the bonds would be the sole responsibility of PACT. He commented that the City of Ramsey would not be providing any dollars and would actually collect a fee on an annual basis to cover any administrative costs.

Councilmember Woestehoff confirmed that the City would not have any fiscal risk in this.

Commissioner Walker commented that it seems that stormwater, lights, and noise continue to be concerns. He asked if the City has had any discussions with PACT to complete a joint stadium effort for any location other than this property. He commented that if the stadium were moved from this site onto Central Park, the stadium could benefit the school and all of Ramsey. He noted that it would also provide more space on the school site for parking and traffic circulation and prevent additional tree loss.

City Administrator Hagen replied that Central Park is utilized quite well with the current amenities. He was unsure there was capacity in Central Park to use for this type of purpose. He was unsure there was a park in Ramsey that could accommodate that type of use which would require PACT to purchase additional land. He noted that would create issues of function with PACT getting to the other location to use it.

Commissioner Walker stated that he is trying to find a path forward that would address resident concerns and allow PACT to move forward. He asked PACT to contact parks staff to determine if there would be potential for that concept.

Councilmember Woestehoff stated that he does not imagine the Council would support that, noting that he cannot speak for the entire Council. He commented that Central Park is already well used with established relationships with other organizations such as ARAA. He agreed that perhaps the residents would be more accepting of the project if there were no stadium or field but did not imagine that works for the school.

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Commissioner Walker commented that he was not suggesting Central Park as the only location but believed there would be benefit to a shared facility of that type.

Acting Chairperson Gengler reviewed the available options for the Commission to consider.

City Administrator Hagen reviewed the possible actions and available review time. He noted that the City is already within the 60-day extension for the review.

Councilmember Woestehoff stated that he believes the City would benefit overall if the Commission could take action tonight as that would ensure the Council would have sufficient time to review the case and would have the ability to table if needed. He stated that these comments from the residents have been made on multiple occasions and noted that at a certain point the Commission needs to take action.

Commissioner Hunt agreed that he did not believe much would be gained by tabling the matter again.

Commissioner Anderson stated that he is torn as there is a lot, he does not like but he does like the idea of a school and its benefits. He stated that he is unhappy with parking and traffic flow. He noted that there are 125 items on the list provided by the City which need attention. He stated that he wants this to go forward but has concerns and will rely heavily on Councilmember Woestehoff to relay the discussion and concerns of the Planning Commission when the Council reviews this item.

Motion by Commissioner Anderson, seconded by Commissioner Peters, to recommend that City Council approval of the site plan and preliminary plat contingent upon compliance with staff review comments.

Further discussion

Commissioner Hunt asked if the Commission would need to be more specific on the contingencies. City Administrator Hagen confirmed that would be broad enough to ensure the City can continue to review and make revisions where needed. Commissioner Walker stated that he made the statement that he fights for the residents whether he agrees with them or not as he feels it is his duty to represent the residents. He stated that a lot of times it is easy for those sitting on a Council or Commission to make a decision when they are not impacted by a project. He stated that frustrates him when he feels that the resident voices are not heard. He believed there are too many questions and unresolved issues and therefore cannot support the request until the residents support the project. Acting Chairperson Gengler commented that the input of residents has made a difference throughout this process and has brought attention to issues that need attention. She stated that while they look at the needs of the neighbors nearby, they also need to consider the needs of the overall community. She felt that there is progress towards the issue of stormwater that will continue to be developed. She also felt that there has been progress towards the impact of noise and there has been discussion related to traffic that will resolve that issue as well. She felt comfortable supporting the request. Commissioner Hunt agreed that everyone is taking into

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account the residents. He recognized the comments of the residents that live nearby but noted that there are also thousands of other residents in Ramsey and the school would be good for the community as a whole. He stated that he has spoken to residents that are excited for the school and he is comfortable moving forward. Commissioner Walker asked how many of the members of the Commission would trade their home with someone that lives in this area. Acting Chairperson Gengler commented that she would. Commissioner Walker stated that he is simply trying to put himself in the position of those residents. He recognized that the residents already deal with Central Park but purchased their home knowing the park was there.

Motion Carried. Voting Yes: Acting Chairperson Gengler, Commissioners Anderson, Peters, and Hunt. Voting No: Commissioner Walker. Absent: None. Abstain: Chairperson Bauer and Commissioner VanScoy.

City Administrator Hagen replied that this is tentatively scheduled to go forward to the July 12th City Council meeting.

Chairperson Bauer and Commissioner VanScoy rejoined the Commission.

7.02: Zoning Code Update Preliminary Discussion

Presentation

Planning Manager Larson presented the Staff Report requesting direction on any areas that the Planning Commission would like to discuss or explore. Time will be scheduled over the next several months, keeping in mind other public hearing and development proposed on the agenda, to discuss various topics the Commission has interest in.

Commission Business

Chairperson Bauer stated that many of the districts have specific uses allowed but other things are not mentioned specifically. He encouraged staff to ensure that the list is comprehensive or has allowances for certain things.

Planning Manager Larson stated that zoning establishes rights and very little of what is reviewed by the Planning Commission is discretionary. He stated that something cannot be denied simply because it is not liked. He stated that if there is a Comprehensive Plan amendment or change of that nature, it would provide the Commission with more discretion. He explained that parameters should then be included in the zoning code to ensure that the Commission would be happy with the allowed use. He also provided details on nonconformities and the ability to expand through a CUP, which then makes it a conforming use.

Commissioner Gengler asked if any other municipalities have aligned their Code to other codes, such as those used by the IRS, that provide specificity to the business use.

Planning Manager Larson commented that while some of those codes can be specific, some are very simple.

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Chris Anderson

From: Amanda Patrow <amtrow@icloud.com>
Sent: Friday, May 13, 2022 11:21 AM
To: Chris Anderson
Cc: mattmwoestehoff@cityoframsey.com; Debra Musgrove
Subject: Flood plain
Attachments: Site Aerial Map with Narrative 2.pdf

To whom it may concern, with the EPB meeting coming up on Monday. I wanted to make sure this was posted in public record, just incase if the school goes in and residents in the area end up with flooding issues. We would then have grounds to take legal action if needed. The wetlands on the church property is connected through a culvert under Variolite St to my neighborhood and its concerned a Federal flood plain. It happens to be in my backyard! It seems like the the build of the school is being pushed through without thinking about the residents in the area, who will have the greatest impacts. I realize that the plans show two small retention ponds but is it enough to cover the acres of concrete land they will be adding especially when the church property wetlands area is down hill and houses behind it. The pictures are of my back yard and neighbors, as you can see our yards can't handle any more water and we are worried about runoff into the wetlands expecially in the spring during snow melt.

Thanks,
Amanda Patrow

City of Ramsey
270681
T32N R25W, S16
27003C0165E
eff. 12/16/2015
Zone A
AREA OF MINIMAL FLOOD HAZARD
Zone X

PACT CHARTER SCHOOL – PROJECT NARRATIVE

PACT Charter Schools proposes to acquire approximately 18 acres located at 7633 161st Ave NW, Ramsey, MN 55303 to construct a new schoolhouse approximately 115,000 square feet. This new facility will be designed to accommodate grades six through twelve. The schools existing campus will then be home to kindergarten through fifth grades. Minor interior renovations are being planned at their existing building to better accommodate these lower grade levels.

Student enrollment at the new facility is planned to reach 734 students over a 5-year period with approximately 517 students grades sixth through twelfth anticipated in its first year of operation in the Fall of 2023 at the new schoolhouse facility. PACT Charter School anticipates most of its student population will use Bus drop-off and pick-up, Parent drop-off and pick-up and Student drivers. PACT anticipates 65% (478 students) of the students will utilize approximately 12 traditional, yellow, full-size or short-size buses for school transit at this time. PACT anticipates 20% (147 students) will be parent drop off and pick up and the remaining 15% (111 students) will be student drivers. PACT anticipates these estimates to be conservative provided there are extracurricular activities occurring after standard school hours which decrease peak demand periods during standard school hours.

SCHOOL OPERATIONS

PACT operations will include a 9-month academic calendar from August to May with standard school hours of operations between 7:30AM to 4:00PM. Student drop-off & pick-up periods will be between the hours of 7:30AM to 8:00AM and 3:05PM to 3:35PM, respectively. The first 15-minutes of each morning and afternoon period is the peak demand window and it is anticipated to be similar for the new facility.

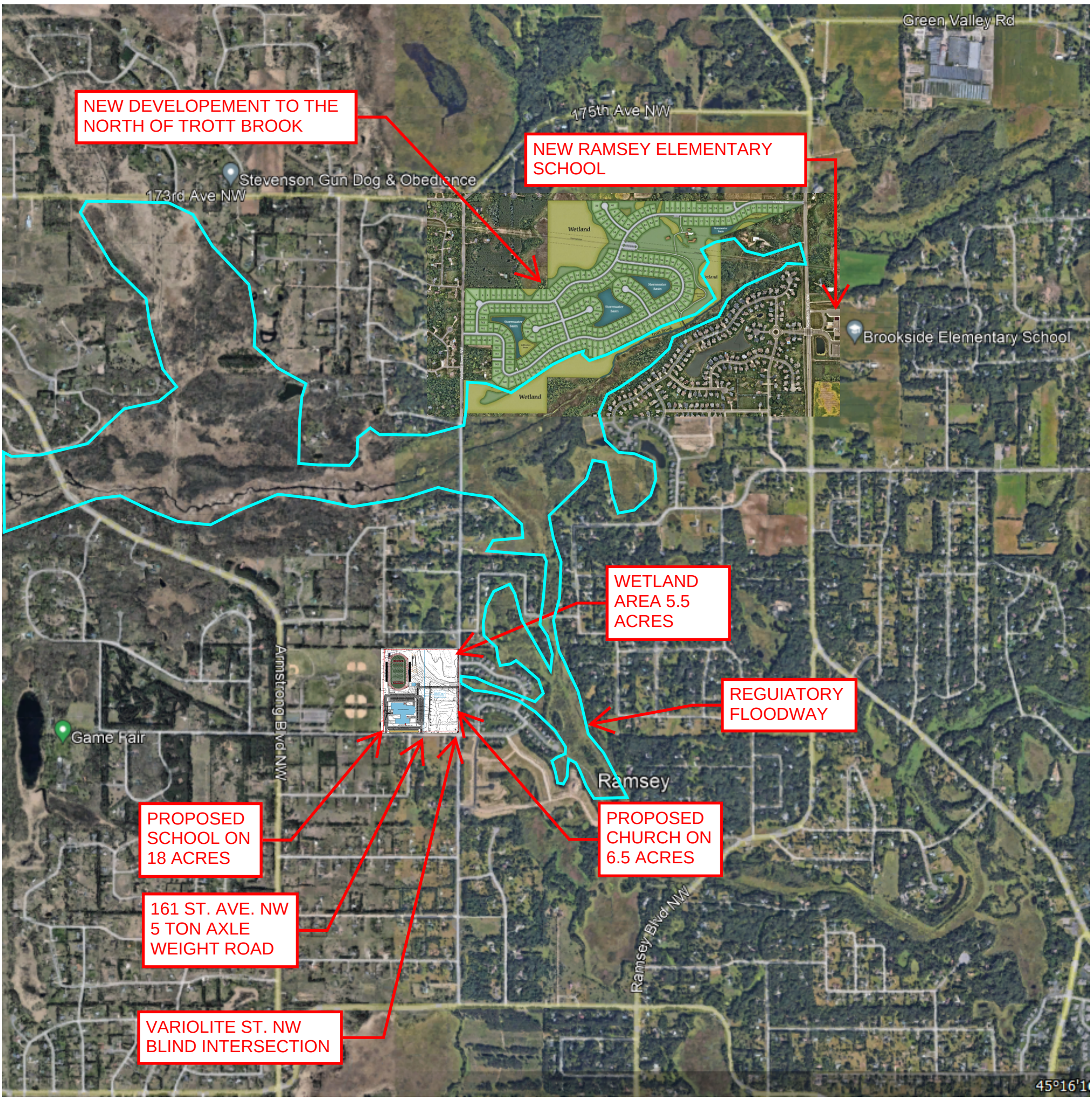
SITE CIRCULATION

The proposed site plan has been designed to segregate Bus/Student and Parent “transactions” in through 161st Ave entrance and Variolite Street respectively.

Buses would utilize the southernmost, proposed surface parking lot via east and west curb cuts along 161st Avenue.

Parent pick-up and drop-off will utilize easternmost, proposed curb cut along Variolite Street. Vehicles would utilize this curb cut for both ingress and egress.

Student drivers will utilize the westernmost, proposed curb cut along 161st Avenue for both ingress and egress



From: Matt Boe
To: Brian Hagen; Brian McCann; Chris Anderson
Subject: Pact Plan
Date: Thursday, May 26, 2022 4:37:23 PM

Dear planning commission

My name is Matt Boe I live at 7650 163rd Ln NW, I have deep concerns about storm water flow with the pact project. My property is part of the wetlands and can maintain as of now if we add a school and football stadium to this this will flood me and my neighbors out. Overflow ponds and things proposed do not address the issues. I also have a well and septic allowing this could flood my septic system. I agree with everything that all others opposed to this are saying.

This school is also not beneficial to most residents of Ramsey. Not everyone can go to this school so I don't see why we would want this in our city it makes no sense.

The football stadium will literally be 40 feet from my backyard this is not ok. With the lights my entire yard will be lit up. There are no lights at the alpine park fields due to houses nearby. Also The PA system. That will be very noisy. They say for 600 fans to attend. Let's be real that might be what it starts at but will be much more than this. That should not be that close to residents houses. This isn't a good idea.

Thank you
Matt Boe

From:	KRISTI HAIGHT
To:	Chris Anderson; Ryan Heineman; Matt Woestehoff; Chelsee Howell; Debra Musgrove; Mark Kuzma; Dan Specht; Chris Riley; Brian Walker
Cc:	Brian Hagen
Subject:	Re: Object to the rezoning & the building of PACT Charter School
Date:	Thursday, May 26, 2022 5:59:06 PM
Attachments:	image001.png

This is Kristi Haight & Ron Lindenberg. We reside at 7600 - 163rd Lane NW, Ramsey, MN 55303.

Unfortunately we cannot attend tonight's Planning Commission meeting due to Ron's mother being very ill. We planned on attending in person but due to the circumstances, we cannot be there.
We are extremely disappointed in how this entire project has been handled including the traffic study, watershed research, noise and lighting as well as the complete disregard for the surrounding neightborhood.
From our estimations, St. Catherine Drexel Church really only gained 400,000 more by selling the 17 acres to PACT Charter vs. many other options. So the way the community see's it, they will do anything to make this happen and sacrifice our well being at any cost.
Considering Mr. Bauer donated the land for free, you would think they would have more consideration for the adjacent properties.

If our land floods due to your negligence, you will be hearing from our attorney.

Kristi Haight
Ron Lindenberg
(612) 715-1755

From: Chris Anderson <CAnderson@ci.ramsey.mn.us>
Sent: Tuesday, March 8, 2022 5:36 PM
To: 'KRISTI HAIGHT' <kristihaight@msn.com>; Ryan Heineman <RHeineman@ci.ramsey.mn.us>; Matt Woestehoff <MWoestehoff@ci.ramsey.mn.us>; Chelsee Howell <CHowell@ci.ramsey.mn.us>; Debra Musgrove <DMusgrove@ci.ramsey.mn.us>; Mark Kuzma <mkuzma@ci.ramsey.mn.us>; Dan Specht <dspecht@ci.ramsey.mn.us>; Chris Riley <criley@ci.ramsey.mn.us>; Brian Walker <walkerforramsey@gmail.com>
Cc: Brian Hagen <BHagen@ci.ramsey.mn.us>
Subject: RE: Object to the rezoning & the building of PACT Charter School

Kristi and Ron,

Thank you for your comments. I will be printing off hard copies for each of the City Councilmembers and they will be entered into public record.

Sincerely,

Chris Anderson

Chris Anderson
Senior Planner | City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303
763-433-9817 (Direct) | 763-433-9848 (Fax)
canderson@cityoframsey.com

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

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From: KRISTI HAIGHT <kristihaight@msn.com>
Sent: Tuesday, March 8, 2022 5:25 PM
To: Ryan Heineman <RHeineman@ci.ramsey.mn.us>; Matt Woestehoff <MWoestehoff@ci.ramsey.mn.us>; Chelsee Howell <CHowell@ci.ramsey.mn.us>; Debra Musgrove <DMusgrove@ci.ramsey.mn.us>; Mark Kuzma <mkuzma@ci.ramsey.mn.us>; Dan Specht <dspecht@ci.ramsey.mn.us>; Chris Riley <criley@ci.ramsey.mn.us>; Brian Walker <walkerforramsey@gmail.com>; Chris Anderson <CAnderson@ci.ramsey.mn.us>
Subject: Object to the rezoning & the building of PACT Charter School

To whom it may concern,

We have been residents at 7600 - 163rd Lane NW of Ramsey for over 24 years. We are adjacent to the proposed development of the PACT Charter school and of the rezoning project. We **STRONGLY OBJECT** to allowing the property to be rezoned for commercial/school application. Having lived on this property for more than 24 years, we understand more than anyone how the wetlands react and what a delicate balance it is for the land to maintain the storm runoff. The 33 acres located just south of us up hill works as a great natural drainage for storm runoff. There is NO doubt in my mind that this large proposed project will adversely impact all of the properties located north of the proposed site. Ours being affected the most, because of the natural shape of the land and wetland area's. We can't understand how this project can possibly move forward for even rezoning without having a solid understanding of how the people responsible will control the storm runoff. Our ditches are completely full to the top, unable to accept any more runoff on a normal yearly basis.
We feel that this is a VERY substantial issue, one of many, but we feel this one would affect us as well as our neighbors in a way that could be catastrophic to our homes and properties.

We have spoken out at the meetings, to the city council as well as the EPB. Getting no solid answers from the city council and a unanimous NO moving forward from the EPB, we would like to know how this is possible to create something that may not be able to be fixed in the future.

Needless to say, that the other main concerns are the capacity of the roads directly impacting storm runoff as well as lights and sounds of a large stadium which will be in our back yard are

of great concern. Having raised our kids here along with our neighbors who have been property owners for 30 years, we feel our concerns are being brushed aside no matter the consequences

We have been here since the St. Anthony Gun Club was here. When the Sweet Bay Ridge Development was proposed and completed, we did not complain, we did not oppose the change. We completely understand that change is inevitable, but the amount of change will be much greater in a neighborhood that has been established for over 50 years in a rural setting!

We are zoned rural. It is hard to understand how a property zoned rural, can have a high school and a large athletic stadium within a rock throwing distance of our property..

This project is being allowed to advance without the common understanding that it is easier to sacrifice us, and our properties and neighborhood's than it is to have the proposed builders pay for the right piece of land, not what they feel is the best deal!

We will be speaking up again at the meeting tonight 3/8/2022, hoping to have our voices heard on these extremely first steps of ground water runoff and protecting our woods and wetlands that surround our properties and run throughout the city of Ramsey. EXTREMELY CONCERNED HOMEOWNERS!!!!!

This has caused a great deal of stress and undue anxiety that we cannot get past, or get any responsible answers to!

Sincerely,

Kristi Haight and Ron Lindenberg
7600 - 163rd Lane NW.
Ron's cell #612-715-1755
Kristi's cell #612-743-7295

From:	Danielle Holder
To:	Brian Hagen; Chris Anderson
Subject:	Planning Commission Meeting May 26th Public Hearing PACT charter school
Date:	Thursday, May 26, 2022 3:44:52 PM

To: Whom it may concern:

Please add this to the comments for tonight's meeting;

I am writing this letter as a request for the planning commission to not move forward with the Preliminary Plat or Final Plat for the proposal to build the PACT charter school on the Northeast corner of Variolite Street and 161st Avenue. This plan is not complete and if the City of Ramsey is going to allow this area to be rezoned and an oversized school be built the very least they can do for its residents is to wait to move forward on the preliminary plat until there is no longer any conditions that need to be met and the planning is complete. As you know the neighborhood that will be impacted by this development believes that there has been insufficient study on the detrimental effects on the surrounding houses. The plans need significant revisions to comply with local standards and numerous Minnesota State standards have not even been addressed. In addition to this the potential for the school to create a legal nuisance to the surrounding community.

Although the city staff have determined that the standards comply with the arbitrary decision to use B1 bulk standards on this property as that is what was used for the Elementary school built in the city. The two lots are very different in size and the type of school is very different. First of all the size of the schools are significantly the same but there is a large buffer. ALthough this has been brought up in prior meetings the size of the Hvac unit on the roof of the school and the accompanying constant noise will be an issue. Similar units require a very large buffer for it to not be considered noise pollution under the MPCA standards. This has not been addressed.

The PA system in the stadium has not been studied to determine if it falls under the city noise ordinance. Even if the City chooses not to enforce its rule it can fall under the State standards for noise pollution. Currently staff has chosen to state that an attempt to mitigate the damage is voluntary. The applicant and the City need to address this.

The light study as well claims there will be no light trespass to adjoining homes however even the light study states that additional strategies should be taken to mitigate the light trespass. The numbers for the lighting are only shown to the border of the applicant's property and those numbers are not zero. A city enforce ban on lighting on work nights and past a certain time frame should be enforced if lighting is allowed at all. Additional research should be made into State standards for light pollution prior to allowing the lighting in the stadium.

The traffic study which was completed on a school holiday is completely inaccurate as there was no regular school traffic on the intersections in the neighborhood to the two local schools. ALthough the city claims that 161st is a minor arterial road, MnDOT defines an arterial road as one that provides high speed service for high traffic volumes with few access points. Metropolitan council further defines a major or minor arterial road as connecting cities and towns and containing signalized intersections from local roads. Both define a local road as mainly providing access to residential homes. This road provides service to residential homes and a park.and does not provide for high speed access nor is it situated to allow for high volume traffic no matter how many improvements are made on the road. The homes are too close to the right of way. The fact that there is a park on 161st does not automatically make it an Arterial road. This will be a local residential road with all traffic from the school using it twice per day. All of that traffic will need to exit the local road through non signalized intersections. Locally we do not want to see this faulty traffic study lead to a situation that requires signals put in on 161st Ave and variolite and 161st Ave and Armstrong at taxpayer expense. A corrected traffic study during the week should be done. Will the applicant have to contribute to this? Will the city actually assess the school for this instead of the 8 homes on this road?

The parking and dropoff and pickup plan is also lacking. The current plan is short spaces for anticipated needs and relies on sharing parking. That shared parking should also be formalized before moving forward with this plat. There also needs to be study into how many cars can queue in the parking lot for the anticipated pickup. Currently 161st does not allow parking. If parking would be allowed it will be too narrow for emergency vehicles to use the road if needed. An opinion of the fire marshall should be obtained to account for that.

Additionally the stormwater retention pond has several serious faults most of which have been commented on by staff but given the small amount of land left to correct sloping the applicant should show that they are capable of complying prior to having this plat move forward. Notably absent is an access road to clean out the retention pond as needed. Additionally the site still has not addressed snow storage and melting. There does not appear to be a plan in place to make sure that the water runoff does not enter onto 161st Avenue creating a hazardous condition as can be seen from the park runoff that creates numerous potholes and a large puddle or ice hazard. The City should request that the applicant connect to the storm sewer on Variolite at its own cost if significant improvements are not made to the drainage on the site.

Another issue with the stormwater pond is the potential for it to become an attractive nuisance to the neighboring children. It should be required to be enhanced with fencing to sufficiently deter the children of the adjacent residential neighborhoods and visitors to the adjoining park. Privacy fencing would go a long way toward making this safer and non-obtrusive to the neighborhood.

The deforestation of this area also needs to be addressed in a more meaningful way. The count of the trees that will be removed continues to grow with the addition of the anticipated pathway. The pathway will remove the last of the buffer for the neighborhood from the school. There needs to be a more substantial buffer than a 4 foot berm and landscaping. A fence should be proposed behind the berm to protect the aesthetics of the neighborhood.I am writing this letter as a request for the planning commission to not move forward with the Preliminary site plan for the proposal to build the PACT charter school on the Northeast corner of Variolite Street and 161st Avenue. As you know the neighborhood that will be impacted by this development believes that there has been insufficient study on the detrimental effects on the surrounding houses. The plans need significant revisions to comply with local standards and numerous Minnesota State standards have not even been addressed. In addition to this the potential for the school to create a legal nuisance to the surrounding community.

I am writing this letter on behalf of myself and my neighbors who have given up hope to maintain our neighborhood. I am saddened by the fact that several of my long-time neighbors will be leaving because they do not believe that the City has any concern for us or our way of life. The least that can be done is to wait to move the plat forward until all of the issues are fully addressed so that we can have our input on the final product. If this is approved with contingencies we lose that chance and there is too much not yet addressed.

Thank you for your consideration,
Danielle Holder

7826 161st Avenue NW

From: Ron Lindenberg
To: Chris Anderson
Subject: Pact School project.(storm water concern)
Date: Friday, May 13, 2022 12:24:41 PM

Good Afternoon Mr Anderson . I wanted to take a moment to share with you our deep concern regarding the Pact Charter project. I have been present at as many of the Council meetings as possible expressing our concern regarding several issues about this project and it's location. I am contacting you today regarding storm water management. The city of Ramsey had some good size rainfalls over the last few days so I took the opportunity to take some photos to document how much water comes on to my property. As you can see on a normal year we get quite a bit of water . The land is capable of draining this water and has in the past but i am deeply concerned that when the 17 plus acres slated to be used for Pact charter is covered with concrete and asphalt that will not be the case . I know the city is well aware of how the storm water runoff works in my area unfortunately I don't think they are concerned about what is likely to take place on my property as well as neighboring properties. It's going to be to late after by basement is underwater. I know the is Retention ponds in the project but I just don't believe they quite understand what a fine line water management is for the properties located directly North of the build site . Please let me know your thoughts on my concerns and possibly what else I can do to politely voice my extremely serious concern.
Thank you for help on this .
Ron Lindenberg 7600 163rd ln NW .

From: Amanda Patrow
To: Chris Anderson
Cc: Brian Hagen; Todd Larson; Brian McCann
Subject: Planning commissions meeting
Date: Thursday, June 23, 2022 11:25:33 AM

Good afternoon, We still have many concerns after meeting with the PACT teem on a zoom meeting Thursday June 16th. We explained our concerns in great detail and feel that they are only coming up with excuses and not actually fixing the problem. We mentioned the traffic being a issue, parent pick up line only being able to fit 40 vehicles but they need room for about 150 more. The reply back from them is that approximately 20% of the students will be staying after school for activities but out of that 20% some of the student would have been student drivers or riding the bus. Its not going to make a huge difference in the amount of kids being picked up after school. The Pact team also said they have room for the parent pickup line on the west and northwest side of the building but again, we don't see that! The sound is still going to be a issue for surrounding residents as well as the light. Also, the retention pond is not based off a 100 year flood and will still cause negative impacts to the residents to the North and could result in legal action. All these things need to be fixed before this project should move forward. They won't admit its a problem so, its not being fixed! They need to make some big modifications to this property to make it work for everyone and not resulting in negative unsafe impacts to the residents living in the area!

Thanks,
Amanda Patrow

From: Danielle Holder
To: Chris Anderson; Brian Hagen
Subject: PACT Charter school
Date: Thursday, June 23, 2022 2:48:12 PM

Good Afternoon,

I am writing to provide comments for the Planning Commission regarding the Site Plan review for the PACT charter school. As of the May Planning Commision meeting myself and other representatives for the neighborhood have met with the representatives for PACT. During the meeting we discussed our concerns again with the representatives from the developer. The response from the developer was that they have looked at these things and they are not a problem. The representatives for PACT did not wish to discuss solutions only to say that if we (the residents) can engineer a solution they, the builder, will look at it. In fact the only solution they suggested is that neighbors could have extra dirt to fix their properties if available.

So far minimal changes have been made and no noise study that includes the HVAC unit and the PA system has been conducted. The school provided the information on the PA system and verbally said from anecdotal evidence that the HVAC won't create a noise disturbance. Currently the light study says that light trespass will be minimal on adjoining properties. The adjoining property owners believe that reality is greater or the noise level is too loud or the school decides to use the field more frequently there is no easy path for the neighbors to address the increase of the nuisance of the noise and light over time. If the school is unwilling to address that potential then there should be no lighting or PA allowed in the field area. There really never should have been given the proximity to private homes. The representative still has not provided the examples of a project where the stadium was built that close to private homes and how noise and light are addressed. By moving this forward without a plan in place to deal with the disturbances of the games the CIty is saying the rights of these owners to quiet enjoyment of property free from the nuisance of adjoining owners is not important. If the stadium is approved with the lighting and PA the site plan should include a sound wall which would block the noise and also assist with blocking lighting from the lights. A better option would be to not allow a full stadium as outdoor use is not allowed under B1 business zoning and shouldn't be allowed here either.

Additionally no study has been conducted on the impact of drop off and pick up and drop off traffic on 161st Ave NW and adjoining street Xenolith and 159th Ave NW. The school has since revised the number of cars it believes will be stacking at pickup time to only 40 since they claim that nobody will be forced to park on the local street that is currently signed "no parking". This potential for waiting cars should be addressed either by requiring the school to pay for widening of 161st Ave to include a shoulder for parking or including an easement for a longer driveway on the church property. However any use of the church property should also include an amendment to the purchase agreement to guarantee that use.

I am asking the Planning Commission once again to table its decision until the requested changes are made. The plans before the committee for June are essentially the same plans that came before the commission in May and still contain the same deficiencies. Until the applicant addresses the obvious issues of noise, light, water and traffic this should not move forward. The commission and CIty Council has allowed this to move forward to explore whether a reasonable site plan can be engineered. This is not a reasonable site plan if it does

not do more then the bare minimum to guarantee that this will not be a nuisance to the community. The sheer size of the project does not work when it is adjoined by residential communities. It may be worth consideration to downsize the project in effort to not overwhelm the surrounding community. Just because the school complies with the bulk standards provided by the city does not mean that it isn't too big and isn't a nuisance to the community.

Thank you for your consideration

Danielle Holder
7826 161st Avenue NW
Ramsey MN 55303

From:	KRISTI HAIGHT
To:	Ryan Heineman; Matt Woestehoff; Chelsee Howell; Debra Musgrove; Mark Kuzma; Dan Specht; Chris Riley; Brian Walker; Brian Hagen; Todd Larson; bmcc@cityoframsey.com
Cc:	Ron Lindenberg
Subject:	PACT Charter Development
Date:	Thursday, June 23, 2022 5:23:20 PM

Good afternoon,

This email is from Kristi Haight and Ron Lindenberg, property owners at 7600 163rd Lane NW, Ramsey, MN 55303.
Last week several of the adjacent property owners had a zoom call with JB Vang concerning the PACT Charter school project issues. From storm water management to traffic concerns, lighting and noise pollution concerns.
We appreciate them getting together with us, but unfortunately, it's a bit late in the process! we don't feel any of the concerns had any resolutions. With that being said, we want to express our deep concerns over this project and what will be done to resolve these issues. We honestly feel the location that they have chosen is not suitable for this project, especially considering the serious consequences of inadequate storm water containment. The property PACT has chosen is surrounded by rural residential landowners. We purchased these properties with acreage to insure a peaceful rural residential existence. With that being said, we cannot understand how the city is allowing this project to move forward with all these issues still not being resolved properly. We need clarification that our surrounding properties will be protected from damage from all of the issues listed above prior to this project moving forward. As forementioned, our greatest concern is the extreme potential for our property to be flooded. We are not against PACT's desire to grow, this is just not the proper location for that to happen.

Thank you,

Kristi Haight
Ron Lindenberg

From: Matt Boe
To: Brian Hagen; Brian McCann; Chris Anderson; Todd Larson
Subject: Planning meeting tonight with unresolved issues
Date: Thursday, June 23, 2022 5:12:44 PM

Good afternoon

My name is Matt Boe I live at 7650 163rd Ln NW, Ramsey.
After meeting with Pact there are still a lot of unresolved issues. Water, noise and lights since my house is right up against where the football field will be built. In the meeting with pact they deflected questions about issues and didn't really resolve any issues. This football field will be a nuisance to my property as well. The lights will light my entire yard up late at night. Also the PA system will be very noisy

Thank you
Matt Boe

From: nandrb@comcast.net
To: Chris Anderson
Subject: PACT plan
Date: Tuesday, June 21, 2022 7:10:10 PM

Chris,
In reviewing the narrative for the site plan and preliminary plat for PACT there is one area I need to clarify. In the section headed **Park Dedication**, it states, "Approximately a year ago, the Parks and Recreation Commission discussed park dedication for this property (under the assumption it would eventually develop as a residential neighborhood). At that time, the Parks and Recreation Commission recommended that park dedication be satisfied via land, rather than cash payment, to accommodate an expansion of a flex use field."

The assumption that it would eventually develop as a residential neighborhood, is a totally false assumption. St Katharine Drexel was approached by Mark Riverblood at least 12 years ago about the city's interest in acquiring some of our land for expansion of Central Park. Over the course of years those discussions included the desire of land for additional parking, a road access on the east side of the park and additional athletic fields. When we began planning a capital campaign for construction of our permanent building in the fall of 2019, we approached Mark with a plan to sell the City 11 acres of land adjoining Central Park. Over the course of the next few months, Mark and I had several conversations about this proposal. In early 2021 Mark indicated that the City would not need the entire 11 acres and said he would prepare a "ghost plat" showing the area the City would be interested in. The sketch he presented to us showed that acreage, but also showed several housing lots. This was strictly something Mark came up with. We never indicated a plan for residential. Once it was clear that the City did not want to purchase the entire 11 acres we proposed selling them, we did contact some developers to see if there was interest in a residential development. They indicated it would only be economically feasible for 55 foot lots. The property is zoned for 80 foot lots. We approached the City Council in a work session to see if they were open to rezoning to 55 foot lots. There was no support for that rezoning.

So residential has never been our plan, is not our plan now and based on the Council not being open to 55 foot lots, it will never be our plan. So the assumption of residential development was strictly an idea put forward by Mark and not a plan of St Katharine Drexel. Please make it clear to the Planning Commission Thursday night that the assumption presented at the Park Board about residential, was an assumption that came from Mark Riverblood, not from St Katharine Drexel.

Thanks,
Randy

Nancy & Randy Bauer
14942 Quintana St NW
Ramsey MN 55303
nandrb@comcast.net

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

RESOLUTION #22-125

RESOLUTION APPROVING SITE PLAN, PRELIMINARY PLAT, AND FINAL PLAT FOR PACT ADDITION AND PACT CHARTER SCHOOL

WHEREAS, JB Vang, hereafter referred to as "Developer," properly applied for Site Plan, Preliminary Plat, and Final Plat approval of the following described property located in the City of Ramsey:

THE SE1/4 OF NW1/4 OF SEC 16 TWP 32 RGE 25, EX W 185 FT THEREOF, EX RD, SUBJ TO EASE OF REC, Anoka County, Minnesota.

(the 'Subject Property');

WHEREAS, the Planning Commission reviewed the Sketch Plan and requests for a Comprehensive Plan Amendment and Zoning Amendment on February 24, 2022 and provided a recommendation of approval; and

WHEREAS, the Environmental Policy Board (EPB) reviewed the Sketch Plan and requests for a Comprehensive Plan Amendment and Zoning Amendment on February 28, 2022 and provided a recommendation of denial; and

WHEREAS, the City Council approved the Comprehensive Plan Amendment (re-guiding the land from Low Density Residential to Public/Institutional), contingent upon approval of a Preliminary Plat, on March 8, 2022; and

WHEREAS, the City Council approved the Zoning Amendment (rezoning from R-1 Residential (MUSA) – 80 to Public/Quasi-Public), contingent upon approval of a Preliminary Plat, on March 22, 2022; and

WHEREAS, the Park and Recreation Commission reviewed the project for Park Dedication purposes on May 12, 2022 to reaffirm a land contribution to satisfy Park Dedication Requirements; and

WHEREAS, the EPB reviewed the natural resources aspects of the Preliminary Plat and Site Plan on May 16, 2022 and recommended approval of the Landscape and Tree Preservation Plan with direction on how to satisfy code requirements; and

WHEREAS, the Planning Commission held a Public Hearing on the Preliminary Plat and request for a Variance on May 26, 2022 but tabled the request until June 23, 2022 to allow for revised plans to be submitted for review; and

WHEREAS, on May 26, 2022, the Planning Commission approved a variance to parking and maneuvering setbacks and tabled action on the Preliminary Plat and Site Plan; and

WHEREAS, on June 23, 2022, the Planning Commission recommended approval of the Site Plan and Preliminary Plat.

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 approval of the Site Plan, Preliminary Plat, and Final Plat for PACT Addition and PACT Charter School in accordance with relevant City Codes, subject to the following conditions:
    a. Compliance with the Staff Review Comments.
    b. Final approval by City Engineer and City Attorney.
    c. Development of the site shall be in substantial conformance with final plans approved by City Staff. The principal structure of the school facility may be constructed in phases.
    d. Permit(s) issuance by the Lower Rum River Watershed Management Organization.
    e. The Developer entering into a Development Agreement with the City.
    f. Submission of a deed to the City for the Park parcel.

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 12th day of July, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **7. 4.**

Meeting Date: 07/12/2022

By: Diana Lund, Finance

Information

Title:

Adopt Resolution #22-157 Authorizing the Issuance of Charter School Lease Revenue Refunding Bonds to Finance and Refinance a Public (Charter) School Project Pursuant to Minnesota Law, and Authorizing the Execution of Various Documents in Connection Therewith (Pact Charter School Project)

Purpose/Background:

Council will be considering the Preliminary Plat, Final Plat and Site Plan for Pact Charter School immediately prior to this council case. If approval is given for the project, Pact Charter School is asking for the City to authorize the issuance of a not-to-exceed amount of $43 million in Lease Revenue Bonds of which $11 million will be used to advance refund the outstanding Lease Revenue Bonds on the current Pact Charter School located at 7250 East Ramsey Parkway and $32 million of Lease Revenue Bonds to finance the acquisition of 18 acres of vacant land and the construction of an approximately 115,000 square foot school facility located at or about 7633 161st Avenue. The current Pact Charter School will serve grades kindergarten through fifth grade and the proposed new Pact Charter School will serve grades sixth through twelfth.

Minnesota Statutes, Sections 469.152 through 469.165 allows cities to issue bonds and loan the proceeds to nonprofit corporations to finance capital expenditures. This procedure is known as the issuance of conduit debt. By issuing tax-exempt bonds through the City, the non-profit reduces their borrowing costs due to the tax-exempt status of a city.

When Pact School was constructed in 2004, Lease Revenue Bonds were issued in the amount of $11.5 million via conduit debt with the City in February 2004. This issue was advanced refunded in August 2013, in the amount of $11.5 million, again via conduit debt with the City.

The City is required to hold a public hearing on the issuance of conduit debt and the City Council authorized the call of the public hearing at its regular meeting of May 10, 2022, and the public hearing was held on June 14, 2022.

Following the public hearing, the City Council gave **Preliminary Approval** and not final approval on the issuance and sale of the Charter School Lease Revenue Refunding bonds as final approval was to be brought forward to the same meeting that City Council considered the PACT School project site plan and plat approvals.

The following documents relating to the bond issuance also need to be executed. They are as such: Loan Agreement, Indenture of Trust, Mortgage-Security Agreement and Assignment of Rents, Bond Purchase Agreement, and the Preliminary Official Statement. These are all standard documents that are filed in these type of financing and are put in place so as the city is not placed at risk in any way, financially or legally, in appearance or fact. The city's bond council, Taft, Stettinius & Hollister LLP, has drafted and overseen all related documents.

The Pact Charter School agrees to pay all principal and interest on the bonds, whereas the City is merely a conduit and the money and obligations are between Pact and the Trustee for the bondholders. The bonds, is and when issued, will not constitute a charge, lien, or encumbrance upon any property of the City, except the Project (PACT), and will not be a charge against the general credit or taxing powers of the City.

Pact Charter School will be held responsible for all fees that are incurred for the issuance of this bond and per the signed Indemnification Letter of Agreement, holds the City and its officers, employees and agents harmless in connection with this issuance. Per the city's conduit debt policy, Pact Charter School would have been required to pay the City 1% of the par of the bonds (or as negotiated based on the size of the issue). A 1/2% fee has been negotiated to cover administrative costs over the life of the bond. Pact Charter School is also required to pay the city for any additional interest costs that the city **may incur** if the City determines that they need to bond a portion of the water treatment plant (placeholder of up to $10 million as the total costs of project have not been determined at this time). If the City did need to issue debt, the city would incur an additional interest expense due to the city's debt issuance now being considered non-bank qualified instead of bank qualified. To remain bank qualified, which offers lower interest rates, the City must not borrow more than ten million dollars in any one calendar year. The issuance of conduit debt is factored in when determining the city's debt issuance for a calendar year. Thus, Pact's $43M will exceed the ten million dollar cap and if the city does indeed issue debt in 2022, the city will pay an extra estimated 1/4% in interest rates on its issuance. Pact would hold these additional costs in escrow, until it is determined if the city will be issuing their own debt.

Notification:

The Public Hearing notice was published in the Anoka County UnionHerald on May 27, 2022 and the Public Hearing was held on June 14, 2022.

Representatives From Pact and their bond underwriter from Robert W. Baird will be present.

Time Frame/Observations/Alternatives:

Alternative #1: Adopt Resolution #22-157 Authorizing the Issuance of Charter School Lease Revenue Refunding Bonds (PACT Charter School).

Alternative #2: Deny issuance of Charter School Lease Revenue Refunding Bonds (PACT Charter School). Pact would have to find another government agency to issue on their behalf to take advantage of lower interest rates via conduit borrowing.

Funding Source:

Incurred expenses will be paid by Pact Charter School.

Recommendation:

If the Preliminary Plat, Final Plat and Site Plan for PACT Charter School is approved, staff recommends adopting Resolution #22-157 Authorizing the Issuance of Charter School Lease Revenue Bonds in a not to exceed amount of $43 million.

Outcome/Action:

Adopt Resolution #22-157 Authorizing the Issuance of Charter School Lease Revenue Refunding Bonds to Finance and Refinance a Public (Charter) School Project Pursuant to Minnesota Law, and Authorizing the Execution of Various Documents in Connection Therewith (Pact Charter School Project).

Attachments

Resolution #22-157 Authorize Issuance Lease Revenue Bonds - Pact

Loan Agreement - Pact

Indenture of Trust - Pact

Mortgage, Security Agreement & Assignment of Rents - Pact

Bond Purchase Agreement

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	07/07/2022 10:45 AM
Form Started By: Diana Lund		Started On: 07/05/2022 07:13 AM
Final Approval Date: 07/07/2022		

Extract of Minutes of a Meeting of the
City Council of the City of Ramsey, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Ramsey, Minnesota (the "City"), was duly held at the Ramsey Municipal Center, 7550 Sunwood Drive NW in said City on Tuesday, the 12th of July, 2022 at 7:00 o'clock P.M.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #22-157

RESOLUTION AUTHORIZING THE ISSUANCE OF CHARTER SCHOOL LEASE REVENUE REFUNDING BONDS TO FINANCE AND REFINANCE A PUBLIC (CHARTER) SCHOOL PROJECT PURSUANT TO MINNESOTA LAW, AND AUTHORIZING THE EXECUTION OF VARIOUS DOCUMENTS IN CONNECTION THEREWITH (PACT CHARTER SCHOOL PROJECT)

1. Authority. The City is, by the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.152 to 469.165, as amended (the "Act"), authorized to issue and sell its revenue bonds for the purpose of financing industrial development within the boundaries of the City and to enter into agreements necessary or convenient in the exercise of the powers granted by the Act.

2. Authorization of Project; Documents Presented. PCS Building Company (the "Company"), a Minnesota nonprofit corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, has proposed that the City issue and sell its Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022A (the "Series 2022A Bonds") and its Taxable Charter School Lease Revenue Refunding Bonds (PACT Charter School Project, Series 2022B (the "Series 2022B Bonds" and together with the Series 2022A Bonds, the "Bonds") in an aggregate amount not to exceed $43,000,000 in substantially the form set forth in the hereinafter mentioned Indenture of Trust, pursuant to the Act, and loan the proceeds thereof to the Company in order to (i) currently refund the City's outstanding Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series 2013A Bonds"), the proceeds of which were used to advance refund the City's Lease Revenue Bonds (PACT Charter School Project), Series 2004A (the "Series 2004 Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 74,000 square-foot school facility located at 7250 East Ramsey Parkway (the "Original School Facility") in the City, which is currently leased to and operated by PACT Charter School, a Minnesota nonprofit corporation and 501(c)(3) organization (the "Charter School") as a public charter school for students in grades kindergarten through twelve; (ii) currently refund the Borrower's outstanding subordinate loan from Propel Nonprofits issued in the original principal amount of $526,870, the proceeds of which were used to finance and refinance certain capital improvements to the Original School Facility (the "Subordinate Loan"); (iii) finance certain renovations to the Original School Facility to equip the Original School Facility to serve grades Kindergarten through five (the Original School Facility as improved, the "Elementary School Campus"); (iv) finance the acquisition of 18 acres of vacant land and the construction and equipping of an approximately 115,000 square-foot school facility located at or about 7633 161st

Avenue NW (the "Upper School Campus" and, with the Elementary School Campus, the "School Facilities") in the City, which will be leased to and operated by the Charter School as a public charter school for students in grades six through twelve; (v) provide for capitalized interest, if any, (vi) fund any required reserve funds; and (vii) pay certain costs of issuance related to the issuance of the Bonds (collectively, the "Project"). Forms of the following documents relating to the Bonds have been submitted to the City:

(a) Loan Agreement (the "Loan Agreement") between the City and the Company, whereby the City agrees to make a loan to the Company of the gross proceeds of sale of the Bonds and the Company agrees to pay amounts in repayment of the loan sufficient to provide for the full and prompt payment of the principal of, premium, if any, and interest on the Bonds; and

(b) Indenture of Trust (the "Indenture") between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), authorizing the issuance of and pledging certain revenues, including those to be derived from the Loan Agreement, as security for the Bonds, and setting forth proposed recitals, covenants and agreements relating thereto; and

(c) Mortgage, Security Agreement and Assignment of Rents (the "Mortgage"), from the Company in favor of the Trustee, by which the Company grants a mortgage lien on and security interest in certain mortgaged property, as described therein, as further security for the payment of the Bonds and assigns its interests in all rents with respect to the mortgaged property; and

(d) Bond Purchase Agreement (the "Bond Purchase Agreement"), by and between Robert W. Baird & Co. Incorporated (the "Underwriter"), the Company, the School and the City, providing for the purchase of the Bonds from the City by the Underwriter and setting the terms and conditions of purchase; and

(e) Preliminary Official Statement, which, including all Appendices thereto, is intended to constitute the form of the final Official Statement (the "Preliminary Official Statement"), describing the offering of the Bonds, and certain terms and provisions of the foregoing documents.

3. Findings. It is hereby found, determined and declared that:

(a) The Project constitutes a "project" authorized by and described in the Act.

(b) On the basis of information available to the City it appears, and the City hereby finds, that the Facility constitutes properties, real and personal, used or useful in connection with one or more revenue producing enterprises engaged in any business within the meaning of Subdivision 2(b) of Section 469.153 of the Act; that the Project furthers the purposes stated in Minnesota Statutes, Section 469.152; that the availability of the financing under the Act and willingness of the City to furnish such financing will be substantial inducement to the Company to undertake the Project, and that the effect of the Project, if undertaken, will be to encourage the development of economically sound industry and commerce, to assist in the prevention of the emergence of blighted and marginal land, to help prevent chronic unemployment, to help the City retain and improve the tax base and to provide the range of service and employment opportunities

required by the population, to help prevent the movement of talented and educated persons out of the state and to areas within the state where their services may be as effectively used, to promote more intensive development and use of land within the City, and, eventually, to increase the tax base of the community.

(c) There is no litigation pending or, to the best of its knowledge, threatened against the City relating to the Bonds, the Loan Agreement, the Bond Purchase Agreement, or the Indenture or questioning the due organization of the City, or the powers or authority of the City to issue the Bonds and undertake the transactions contemplated hereby.

(d) The execution, delivery and performance of the City's obligations under the Bonds, the Indenture, the Bond Purchase Agreement, and the Loan Agreement do not and will not violate any order of any court or other agency of government of which the City is aware or in which the City is a party, or any indenture, agreement or other instrument to which the City is a party or by which it or any of its property is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument.

(e) It is desirable that the Bonds be issued by the City upon the terms set forth in the Indenture, under the provisions of which the City's interest in the Loan Agreement will be pledged to the Trustee as security for the payment of principal of, premium, if any, and interest on the Bonds.

(f) The Loan Agreement provides for payments by the Company to the Trustee for the account of the City of such amounts as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds when due. The Loan Agreement obligates the Company to pay for all costs of operation and maintenance of the Facility, including adequate insurance, taxes and special assessments. A reserve fund has been established under the provisions of the Indenture in connection with the issuance of the Bonds.

(g) Under the provisions of the Act, and as provided in the Loan Agreement and Indenture, the Bonds are not to be payable from nor charged upon any funds other than amounts payable pursuant to the Loan Agreement and moneys in the funds and accounts held by the Trustee which are pledged to the payment thereof; the City is not subject to any liability thereon; no owners of the Bonds shall ever have the right to compel the exercise of the taxing power of the City to pay any of the Bonds or the interest thereon, nor to enforce payment thereof against any property of the City; the Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City (other than the interest of the City in the Loan Repayments to be made by the Company under the Loan Agreement); and each Bond issued under the Indenture shall recite that such Bond, including interest thereon, shall not constitute or give rise to a charge against the general credit or taxing powers of the City.

4. Approval and Execution of Documents. The forms of the documents referred to in paragraph 2, are approved. The Loan Agreement, Indenture, and Bond Purchase Agreement shall be executed in the name and on behalf of the City by the Mayor and the Administrator, or executed or attested by other officers of the City, in substantially the form on file, but with all such changes therein, not inconsistent with the Act or other law, as may be approved by the officers executing

the same, which approval shall be conclusively evidenced by the execution thereof; and then shall be delivered to the Trustee. Modifications to the forms of documents to which the City is not a party may be made at the discretion of the parties thereto.

5. Approval, Execution and Delivery of Bonds. The City shall proceed forthwith to issue the Bonds, in an aggregate principal amount of not to exceed $43,000,000 in the forms and upon the terms set forth in the Indenture, which terms are for this purpose incorporated in this resolution and made a part hereof; provided, however, that the initial aggregate principal amount of and the maturities of the Bonds, the interest rates thereon, and any provisions for the optional or mandatory redemption thereof shall all be as set forth in the final form of the Indenture to be approved, executed, and delivered by the officers of the City authorized to do so by the provisions of this Resolution, which approval shall be conclusively evidenced by such execution and delivery. The Underwriter has agreed pursuant to the provisions of the Bond Purchase Agreement, and subject to the conditions therein set forth, to purchase the Bonds at the purchase price set forth in the Bond Purchase Agreement, and said purchase price is hereby accepted. The Mayor, Administrator, and other City officers are authorized and directed to prepare and execute the Bonds as prescribed in the Indenture and to deliver them to the Trustee, together with a certified copy of this Resolution and the other documents required by the Indenture, for authentication, registration, and delivery to the Underwriter. As provided in the Indenture, each Bond shall contain a recital that it is issued pursuant to the Act, and such recital shall be conclusive evidence of the validity and regularity of the issuance thereof.

6. Official Statement. The City hereby approves the form of and consents to the circulation and use by the Underwriter of the Preliminary Official Statement and the preparation of a final Official Statement (the "Official Statement") in substantially the form of the Preliminary Official Statement, with such changes as shall be necessary, in offering the Bonds for sale; provided, however, that the City has not participated in the preparation of the Preliminary Official Statement or the Official Statement or independently verified the information in the Preliminary Official Statement or the Official Statement, except under the headings "THE ISSUER" or "ABSENCE OF LITIGATION - Issuer" (insofar as it relates to the City) and takes no responsibility for, and makes no representations or warranties as to, the accuracy or completeness of such information.

7. Certificates, etc. The Mayor, Administrator, and other officers of the City are authorized and directed to prepare and furnish to bond counsel and the purchaser of the Bonds, when issued, certified copies of all proceedings and records of the City relating to the Bonds, and such other affidavits and certificates as may be required to show the facts appearing from the books and records in the officers custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 12th day of July, 2022.

Mayor

ATTEST:

City Clerk

STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF RAMSEY

I, the undersigned, being the duly qualified and acting Administrator of the City of Ramsey, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes related to a resolution approving the PACT Charter School Project.

WITNESS my hand this _____ day of _____, 2022.

_____
Administrator

LOAN AGREEMENT

between

CITY OF RAMSEY, MINNESOTA,
as Issuer

and

PCS BUILDING COMPANY,
as Company

Dated as of September 1, 2022

Relating to:

$37,095,000	**$315,000**
City of Ramsey, Minnesota	**City of Ramsey, Minnesota**
Charter School Lease Revenue	**Taxable Charter School Lease Revenue**
Refunding Bonds	**Refunding Bonds**
(PACT Charter School Project)	**(PACT Charter School Project)**
Series 2022A	**Series 2022B**

The interests of the City of Ramsey, Minnesota (the "**Issuer**") to this Loan Agreement, dated as of September 1, 2022, between the Issuer and PCS Building Company, a Minnesota nonprofit corporation (the "**Company**"), have been assigned (except for the Issuer's Unassigned Rights) pursuant to the Indenture of Trust, dated as of September 1, 2022, between the Issuer and U.S. Bank Trust Company, National Association, a national banking association (the "**Trustee**"), and are subject to the security interest of the Trustee.

This instrument drafted by:
Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of September 1, 2022 (as amended or supplemented from time to time, the "**Loan Agreement**"), is between the **CITY OF RAMSEY, MINNESOTA**, a home rule charter city and political subdivision organized and existing under the Constitution and laws of the State of Minnesota (the "**Issuer**"), and **PCS BUILDING COMPANY**, a Minnesota nonprofit corporation (or any successor thereto, the "**Company**").

W I T N E S E T H:

Reference is hereby made to the Indenture of Trust, dated as of September 1, 2022 (as amended or supplemented from time to time, the "**Indenture**"), between the Issuer and U.S. Bank Trust Company, National Association, a national banking association (or any successor thereto, the "**Trustee**"), for the recitals and the definitions of various terms used herein.

In consideration of the premises, the respective representations and agreements contained herein, and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and in order to secure the payments to be made by the Company pursuant to Article IV of this Loan Agreement and the performance of all the covenants of the Company contained in this Loan Agreement, the parties to this Loan Agreement agree as follows:

(The remainder of this page is intentionally left blank.)

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The terms defined in the Indenture, when used in this Loan Agreement, shall have the meanings specified in that Section of the Indenture.

(The remainder of this page is intentionally left blank.)

ARTICLE II

REPRESENTATIONS, FINDINGS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Findings and Covenants of the Issuer. The Issuer represents, finds and agrees that:

(a) The Issuer is a home rule charter city and political subdivision of the State of Minnesota (the "**State**") organized and existing under the laws of the State and is authorized under the Act to issue the Bonds. Under the provisions of the Act, the Issuer is authorized to enter into the transactions contemplated by this Loan Agreement and the Indenture and to carry out its obligations hereunder and thereunder. The Issuer has duly authorized the execution and delivery of the Issuer Documents.

(b) In authorizing the issuance of the Series 2022 Bonds, the Issuer's purpose is, and in its judgment the effect thereof will be, to promote the public welfare by providing for the financing of the construction, renovation, improvement and equipping of a public charter school.

(c) To the actual knowledge of the undersigned officials of the Issuer, no event has occurred, and no condition currently exists, which constitutes or may, with the passage of time or the giving of notice, or both, constitute an Event of Default on the part of the Issuer.

(d) No proceeding of the Issuer for the authorization, issuance, execution and delivery of the Series 2022 Bonds or the authorization, execution and delivery of the Issuer Documents has been repealed, rescinded, amended, or revoked.

Section 2.2 Representations, Covenants and Warranties of the Company. The Company represents, covenants, and warrants as follows:

(a) The Company is duly organized, in good standing and existing as a nonprofit corporation under the laws of the State, and the Company has full power and authority to undertake its actions and responsibilities as contemplated by this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement by proper corporate action.

(b) [Intentionally omitted.]

(c) The Company agrees that while the Bonds are Outstanding, the Company shall (i) maintain its nonprofit corporate existence, (ii) maintain its status as an Exempt Organization that is an exempt organization under Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code, including but not limited to, timely making any required annual filings with the Internal Revenues Service such as IRS Form 990 or any successor annual tax filing forms, (iii) continue to be a nonprofit corporation qualified to transact business and in good standing in the State, (iv) not dissolve or otherwise dispose of all or substantially all of its assets, and (v) without the consent of the Majority Bondholder(s), not consolidate with or merge into another legal

entity or permit one or more other legal entities to consolidate with or merge into the Company.

(d) The Company has received from the Internal Revenue Service a determination letter stating that it is an exempt organization under Section 501(c)(3) of the Code and is not a "private foundation" as defined in Section 509(a) of the Code. No revenues derived from any portion of the School Facilities do or shall constitute "unrelated business income" to the Company within the meaning of Section 513(a) of the Code, except as may be specifically permitted by Section 145(a) of the Code in amounts that would not require the interest on the Tax-Exempt Bonds to become includable in gross income for purposes of federal income taxation.

(e) The Company is duly authorized to own the School Facilities and lease the same to the Charter School under the laws, rulings, and regulations of the State, and the Company has obtained all requisite approvals of the State and other federal, regional, and local governmental bodies required to be received in connection with the ownership of the School Facilities.

(f) The execution of the Company Documents will not result in a breach of any terms of, or constitute a default under: (i) any indenture, mortgage, deed of trust, lease, or other agreement or instrument to which the Company is a party or by which it or any of its property is bound; or (ii) the Articles of Incorporation or the Bylaws; or (iii) any judgment, injunction, laws, or regulations of any court or other governmental body applicable to the Company or its property, such that such breach or default will have a materially adverse effect upon the Company's ability to perform its covenants hereunder.

(g) The proceeds derived from the sale of the Series 2022 Bonds will be used to finance the costs of the Series 2022 Project.

(h) The Company will continue to lease the Project Building (as described more fully in EXHIBIT B attached hereto) to the Charter School to be operated as a public (charter) school until the date on which all of the Bonds have been fully paid and are no longer Outstanding.

(i) The cost of financing the 2022 Project including funding the Reserve Fund, financing capitalized interest, and paying any expenses incurred in connection therewith shall not be less than the aggregate principal amount of the Series 2022 Bonds.

(j) The Company covenants, warrants and represents to the Trustee and its respective successors and assigns, to the best of the Company’s knowledge, based solely upon representations of the School, (i) that, except for uses in compliance with applicable environmental laws, it has not used or permitted and will not use or permit the School Facilities to be used, whether directly or through contractors, agents or tenants, and except as disclosed to the Trustee in writing on or prior to the issuance of the Series 2022 Bonds (the "**Bond Closing**"), for the generating, transporting, treating, storage, manufacture, emission of, or disposal of any dangerous, toxic or hazardous pollutants, chemical wastes or substances as defined in the Federal Comprehensive Environmental Response

Compensation and Liability Act of 1980 ("**CERCLA**"), or the Federal Resource Conservation and Recovery Act of 1976 ("**RCRA**") or the Minnesota Environmental Response and Liability Act, Minn. Stat. Chapter 115A ("**MERLA**"), or any other federal, state or local environmental laws, statutes, regulations, requirements and ordinances ("**Hazardous Materials**"); (ii) that, except as disclosed to the Trustee in writing on or prior to the Bond Closing, there have been no investigations or reports involving the School or the School Facilities (while previously occupied by the School) by any governmental authority which in any way pertain to Hazardous Materials; (iii) that the operation of the School Facilities by the School has not violated, is not currently violating, and will not violate any federal, state or local law, regulation, ordinance or requirement governing Hazardous Materials; (iv) that the School Facilities are not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites nor any other list, schedule, log, inventory or record of Hazardous Materials or hazardous waste sites, whether maintained by the United States Government or by any state or local agency; and (v) that the School Facilities do not contain any urea formaldehyde foam or asbestos, except as disclosed in a phase one environmental assessment prior to the Bond Closing. The Company covenants and agrees that, except for uses in compliance with applicable environmental laws, it will not use or permit the School Facilities to be used, whether directly or through contractors, agents or tenants, for the generating, transporting, treating, storage, manufacture, emission of, or disposal of any Hazardous Materials, or in violation of any federal, state or local law, regulation, ordinance or requirement governing Hazardous Materials. The Company agrees to indemnify and reimburse the Trustee and its respective successors and assigns, for any loss, damage, expense or costs resulting from a breach of these representations and warranties and from any loss, damage, expense or cost arising out of or incurred by the Issuer or the Trustee which is a result of a breach, misstatement of or misrepresentation of the above covenants, representations and warranties, together with all attorneys' fees incurred in connection with the defense of any action against the Trustee arising out of the above. These covenants, representations and warranties are for the benefit of the Trustee and any other successor or assign of the Trustee, and shall be deemed to survive termination of this Agreement and any resignation or removal of the Trustee.

(k) No "**Event of Default**" or any event which, with the giving of notice or the lapse of time, or both, would constitute an "**Event of Default**" under the Indenture, has occurred or is continuing.

(l) There is not pending any suit, action, or proceeding against the Company before or by any court, arbitrator, administrative agency, or other governmental authority which materially and adversely affects the validity, as to the Company, of any of the transactions contemplated by this Loan Agreement, or the ability of the Company to perform its obligations hereunder or thereunder or as contemplated by this Loan Agreement.

(m) The proceeds of the Series 2022 Bonds shall be applied to the payment of capital and other costs of the 2022 Project, as required by the Act.

(n) The Lease is in a form that the Company reasonably anticipates will be approved by the Minnesota Department of Education.

(o) All of the property financed, refinanced, or otherwise provided by the net proceeds of the Tax-Exempt Bonds shall be owned by an Exempt Organization.

(p) Not more than two percent (2%) of the proceeds of any issue of Tax-Exempt Bonds will be applied to Issuance Costs.

(q) The Company has not leased, sold, assigned, granted, or conveyed and will not lease, sell, assign, grant, or convey all or any portion of the facilities financed with Tax-Exempt Bonds or any interest thereon to the United States or any agency or instrumentality thereof within the meaning of Section 149(b) of the Code.

(r) The Company shall comply with and fulfill, or cause the Charter School to fulfill, all other requirements and conditions of the Code, specifically Sections 103 and 141 through 150, and in the applicable Regulations and rulings issued pursuant thereto relating to the acquisition and operation of the facilities financed or refinanced by the Tax-Exempt Bonds to the end that interest on the Tax-Exempt Bonds shall at all times be excludable from gross income for federal income tax purposes.

(s) In order to qualify this Loan Agreement as a "program investment" with respect to a "governmental program" (as defined in Section 1.148-1(b) of the regulations promulgated by the United States Department of the Treasury and the Internal Revenue Service pursuant to the Code (the "**Regulations**"), and thereby permitting the application of the "materially higher" yield set forth in Section 1.148-2(d)(2)(iii) of the Regulations, the Company and any "related person" (as defined in Section 1.150-1(b) of the Regulations) shall not take any action the effect of which would be to disqualify this Loan Agreement as a "program investment," including but not limited to entering into any arrangement, formal or informal, under which the Company or the Charter School purchases any Tax-Exempt Bonds in an amount related to the amount loaned to the Company under the terms of this Loan Agreement.

(t) The Company acknowledges that (i) the Company has received executed copies of the Indenture, the Pledge Agreement and the other School Documents; (ii) the Company is familiar with the provisions and agrees to be bound to the fullest extent permitted by law to all provisions of the Indenture, the Pledge Agreement, and the other School Documents, directly or indirectly relating to the Company; (iii) the Company shall take all such actions as are required or contemplated of the Company under the Indenture to preserve and protect the rights of the Trustee and of the Holders thereunder; and (iv) the Company shall not take or effect any action which would cause a default thereunder or the Pledge Agreement or jeopardize such rights. The Company agrees that any provisions governing the rights, immunities and protections of the Trustee under the Indenture are incorporated by reference into this Loan Agreement as though fully set forth in this Loan Agreement.

ARTICLE III

ISSUANCE OF THE BONDS

Section 3.1 Agreement to Issue the Series 2022 Bonds; Application of the Series 2022 Bond Proceeds. In order to provide money to finance the 2022 Project including refinancing the Prior Obligations, funding the Reserve Fund, financing capitalized interest, and paying Issuance Costs, the Issuer, concurrently with the execution of this Loan Agreement, shall issue, sell, and deliver to the Original Purchaser of the Series 2022 Bonds and the Trustee will deposit or apply the proceeds thereof (net of the Underwriter's discount) in the amount of $_____, as follows:

(a) to the Tax-Exempt Account of the Reserve Fund, an amount equal to $_____ from the proceeds of the Series 2022A Bonds;

(b) to the Taxable Account of the Reserve Fund, an amount equal to $_____ from the proceeds of the Series 2022B Bonds;

(c) to the Costs of Issuance Fund, (i) an amount equal to $_____ from the proceeds of the Series 2022A Bonds, and (ii) an amount equal to $_____ from the proceeds of the Series 2022B Bonds;

(d) to the 2022 Project Fund, (i) an amount equal to $_____ from the proceeds of the Series 2022A Bonds, and (ii) an amount equal to $_____ from the proceeds of the Series 2022B Bonds;

(e) to the Capitalized Interest Subaccount of the Bond Fund, (i) an amount equal to $_____ from the proceeds of the Series 2022A Bonds, and (ii) an amount equal to $_____ from the proceeds of the Series 2022B Bonds; and

(f) to the Refunding Fund, an amount equal to $_____ from the proceeds of the Series 2022A Bonds.

Section 3.2 Investment of Funds. Any money held as a part of the funds and accounts established and maintained under the terms of the Indenture (the "**Funds**") shall be invested or reinvested in any Permitted Investment by the Trustee, to the extent permitted by law, except that investments shall be made only at the request of and as directed in writing by the Company Representative so long as no Event of Default shall have occurred and be continuing. The Trustee may conclusively rely upon the written investment direction of the Company Representative, the Company, or the Rebate Analyst, as appropriate, as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Permitted Investments and comply with the provisions of the Indenture, this Loan Agreement, and the Tax Certificate. All such Permitted Investments shall at all times be a part of the Fund from which the money used to acquire such Permitted Investments shall have come, and all income and profits on such Permitted Investments shall be credited as provided in the Indenture. Such Permitted Investments shall be made so as to mature or be subject to redemption at the option of the holder thereof on or prior to the date or dates that the Company

anticipates that money therefrom will be required. Such Permitted Investments shall be held as part of the Trust Estate and shall be registered in the name of the Trustee.

The Issuer and the Company each acknowledge that regulations of the Comptroller of the Currency grant the Issuer and the Company the right to receive brokerage confirmations of the securities transactions as they occur. The Issuer and the Company each specifically waive such notification to the extent permitted by law and the Issuer and the Company acknowledge that the Company will receive periodic cash transaction statements which will detail all investment transactions.

In the absence of written direction delivered to the Trustee from the Company, or during the occurrence and continuance of an Event of Default, the Trustee shall hold such funds uninvested. **[Standing investment direction?]**

The Trustee may elect, but shall not be obligated, to credit the Funds held by it with money representing income or principal payments due on, or sales proceeds due in respect of, Permitted Investments in such Funds, or to credit to Permitted Investments intended to be purchased with such money, in each case before actually receiving the requisite money from the payment source, or to otherwise advance money for account transactions. The Company acknowledges that the legal obligation to pay the purchase price of any Permitted Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Loan Agreement or the Indenture, (i) any such crediting of money or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of money in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Loan Agreement or the Indenture shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code Section 9-206.

Section 3.3 **Special Arbitrage Certifications**. The Company certifies and covenants to and for the benefit of the Bondholders and beneficial owners of the Tax-Exempt Bonds that money credited to any Fund in connection with the Tax-Exempt Bonds, whether or not such money was derived from the proceeds of the sale of the Tax-Exempt Bonds or from any other sources, will not be used in a manner which will cause the Tax-Exempt Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. The Company shall not use any of the proceeds in any manner contrary to the terms of the Act or in any manner as to cause, or take or omit to take any action which would cause, the interest on the Tax-Exempt Bonds to be includable in the gross income of the Bondholders for purposes of federal income taxation.

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ARTICLE IV

LOAN OF PROCEEDS TO THE COMPANY; LOAN PROVISIONS

Section 4.1 Loan of Proceeds. The Issuer agrees, upon the terms and conditions contained in this Loan Agreement, to lend to the Company the proceeds received by the Issuer from the sale of the Bonds. Such proceeds shall be disbursed to or on behalf of the Company as provided in Section 3.1 hereof.

Section 4.2 Amounts Payable.

(a) Loan Repayments. The Company hereby covenants and agrees to repay the loan in installments, as follows:

(i) on or before the twentieth day of each month, commencing _____ 20, 20___, and continuing until the principal of, premium, if any, and interest on the Bonds shall have been paid or payment thereof shall have been provided for, an amount which, together with amounts on deposit with the Trustee and available for debt service, shall equal one-sixth of the amount of interest due with respect to the Bonds on the next Interest Payment Date;

(ii) on or before the twentieth day of each month, commencing _____ 20, 20____, and continuing until the principal of, premium, if any, and interest on the Bonds shall have been paid or payment hereof shall have been provided for, an amount which, together with amounts on deposit with the Trustee and available for debt service, shall equal one-twelfth of the amount of principal due with respect to the Bonds on the next Payment Date;

(iii) on or before the twentieth day of each month, commencing _____ 20, 20___, an amount equal to the Monthly Deposit; and

(iv) in the event of optional or mandatory redemption or acceleration, on or before the tenth day prior to the selected payment day, the amount of principal of and interest on the Bonds due on that date, at maturity or upon redemption, as provided in the Indenture. Such payments shall continue until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture.

It is understood and agreed that all payments payable under this subsection (a) by the Company are assigned by the Issuer to the Trustee for the benefit of the Bondholders of the Bonds. The Company consents to such assignment. The Issuer hereby directs the Company and the Company hereby agrees to pay to the Trustee at the Trustee's office which is at the address shown in or pursuant to Section 12.5 of the Indenture, all payments payable by the Company pursuant to this subsection (a); provided, however, that amounts transferred from the Revenue Fund to the Bond Fund pursuant to Section 5.2 of the Indenture and amounts transferred from the Capitalized Interest Subaccount of the Bond Fund shall be credited against the payments required under this subsection (a).

(b) Issuer's Fee and Issuer's Expenses. In addition to any other payments required hereunder, the Company shall pay the following amounts to the Issuer in immediately available funds on the due date thereof (or, if there is not a due date with respect to such payment, then upon demand of the Issuer): (i) all reasonable expenses paid or incurred by the Issuer in connection with the transactions contemplated by the Bonds and this Loan Agreement, including any legal, accounting, financial, or other costs paid or incurred by the Issuer; (ii) all costs and expenses, including without limitation, attorneys' fees, paid or incurred by the Issuer in connection with (A) the discussion, negotiation, preparation, approval, execution and delivery, and amendments or modifications of the Bonds, the Indenture, this Loan Agreement, and the documents and instruments related hereto or thereto; (B) the enforcement by the Issuer during the term hereof or thereafter of any of the rights or remedies of the Issuer hereunder or under the foregoing documents, or any document, instrument, or agreement related hereto or thereto; and (C) an audit, random or otherwise, by the Internal Revenue Service, the Minnesota Department of Revenue, or another department or office of the State with respect to the Bonds, the Company, the Charter School, or the School Facilities; and (iii) on the Date of Issuance of the Series 2022 Bonds, the Issuer Fee of $_____, plus any and all costs incurred by the Issuer in connection with the financing of the 2022 Project. The Issuer Fee is not pledged to payment of the Bonds and may be used by the Issuer for any proper purpose of the Issuer. **[BQ language to be provided by Bruce Sorenson.]**

(c) Trustee's Expenses. The Company will also pay the reasonable fees and expenses of the Trustee (including reasonable fees, costs, and expenses of counsel to the Trustee and including such reasonable fees and expenses in any Event of Default) and any paying agents under the Indenture, such reasonable fees, costs and expenses to be paid directly to the Trustee or any paying agents for the Trustee's or any such paying agents' own account as and when such reasonable fees and expenses become due and payable, and any reasonable expenses in connection with any redemption of the Bonds.

(d) Reserve Fund. In addition, the Company agrees to pay to the Trustee for deposit in the applicable account of the Reserve Fund an amount equal to any deficiency in the applicable account of the Reserve Fund, as determined by the Trustee pursuant to Section 5.5 of the Indenture, such amount to be paid (i) within thirty (30) days after written notice from the Trustee if the deficiency is determined as a result of a determination of its Value; or (ii) if the deficiency is the result of a withdrawal for transfer to the Bond Fund or the Rebate Fund, within twelve (12) months of such withdrawal; provided, however, that amounts transferred from the Revenue Fund to the applicable account of the Reserve Fund pursuant to Section 5.2 of the Indenture shall be credited against the payments required under this subsection (d).

(e) Late Payments. In the event the Company should fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Company until the amount in default shall have been fully paid, and if such failure shall continue for a period of five (5) days after notice from the Trustee the Company agrees to pay the same with interest thereon from the date thereof at the Late Payment Rate to the extent permitted by law.

(f) All Other Amounts. The Company also agrees to pay all other amounts due and payable under this Loan Agreement and the Indenture, including amounts paid by the Trustee on behalf of the Company for taxes or insurance, payments in lieu of taxes, rebate amounts due the federal government or other amounts allowed to be paid and paid by the Trustee hereunder or under the Indenture.

Section 4.3 Obligations of the Company Hereunder Unconditional; Rights Assigned. The obligations of the Company to make the payments required in Section 4.2 above and under the other provisions of this Loan Agreement and to perform and observe the other agreements contained herein shall be absolute and unconditional general obligations of the Company and shall not be subject to any defense or any right of setoff, abatement, counterclaim or recoupment arising out of any breach by the Issuer or the Trustee of any obligation to the Company, whether hereunder or otherwise, or out of any Indebtedness or liability at any time owing to the Company by the Issuer or the Trustee and until such time as the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Company (i) will not suspend or discontinue any payments provided for in Section 4.2 above; (ii) will perform and observe all other agreements contained in this Loan Agreement; and (iii) except as provided in Article X of this Loan Agreement, will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the School Facilities, the taking by eminent domain of title to or temporary use of any or all of the School Facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or any failure of the Issuer or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement. Nothing contained in this Section shall be construed to release the Issuer or the Trustee from the performance of any of the agreements on their part in this Loan Agreement, and in the event the Issuer or the Trustee should fail to perform any such agreement on their part, the Company may institute such action against the Issuer or the Trustee or both, as the Company may deem necessary to compel performance so long as such action does not abrogate the obligations of the Company contained in the first sentence of this Section. The Company may, however, at the Company's own cost and expense and in the Company's own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons which the Company deems reasonably necessary in order to secure or protect the Company's right of possession, occupancy and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the Issuer in any such action or proceeding if the Company shall so request. Under the Indenture, the Issuer has, as additional security for the Bonds, assigned, transferred, pledged, and granted a security interest in its rights under this Loan Agreement (other than the Issuer's Unassigned Rights) to the Trustee. The Trustee shall have the right to enforce the performance of the obligations of the Company, but only as set forth in the Indenture, and the Company consents to the same and agrees that the Trustee may enforce such rights as provided in the Indenture, and the Company shall make payments required hereunder directly to the Trustee.

Section 4.4 Maintenance and Modification of School Facilities by the Company. The Company agrees that at all times during the Term of the Loan Agreement, the Company will,

at the Company's own expense, maintain, preserve and keep the School Facilities open as a schoolhouse, or pursuant to the Lease cause the Charter School to maintain, preserve and keep the School Facilities, with the appurtenances and every part and parcel thereof, open as a schoolhouse and in good repair, working order and condition and that the Company will from time to time make or pursuant to the Lease cause the Charter School to make all repairs, replacements and renewals deemed proper and necessary by it. The Company agrees that it will administer, maintain, and operate the School Facilities, or pursuant to the Lease cause the Charter School to administer, maintain, and operate the School Facilities in a manner such that the School Facilities is open to members of the general public, free of discrimination based upon race, creed, color, sex, or national origin.

In addition, the Company has the privilege of remodeling the School Facilities or making substitutions, additions, modifications and Improvements to the School Facilities from time to time as the Company, in its discretion, may deem to be desirable for the Company's or the Charter School's use for such purposes as shall be permitted by the Act and the Charter School Act, the costs of which remodeling, substitutions, additions, modifications and Improvements shall be paid by the Company, and the same shall be the property of the Company and be included under the terms of this Loan Agreement and the Mortgage as part of the School Facilities and the Mortgaged Property, respectively; provided, however, that all such remodeling, substitutions, additions, modifications and Improvements shall be done in a good and workmanlike manner and in compliance with all laws and the School Facilities, as remodeled, improved or altered, upon completion of such remodeling, substitutions, additions, modifications and Improvements made pursuant to this Section shall be of a value not less than the fair market value of the School Facilities immediately prior to the remodeling or the making of substitutions, additions, modifications and Improvements. Notwithstanding the foregoing, if such substitution, modification, addition or Improvement shall require the expenditure of an amount greater than **[25%] [10%]** of the insured value of the School Facilities (determined at the time such work commences), the Company shall, prior to initiating such substitution, modification, addition, or Improvement, provide the Trustee with a certificate from the Company Representative to the effect that based upon a financial feasibility study prepared by the Company Representative, such substitution, modification, addition or Improvement will not materially diminish the amount of Lease Revenues from the School Facilities received by the Company or the amount of Pledged Revenues during the next succeeding Fiscal Year from the level received in the last preceding Fiscal Year prior to such substitution, modification, addition, or Improvement. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by the Company in any manner and in the sole discretion of the Company. The Company will not permit any mechanics' or other liens to be established or remain against the School Facilities for labor or materials furnished in connection with any remodeling, substitutions, additions, modifications, Improvements, repairs, renewals or replacements so made by the Company, provided that if the Company shall first notify the Trustee in writing of the Company's intention so to do, and shall post cash or a bond in the amount of one hundred ten percent (110%) of the amount of the mechanics' or other liens to be contested, and if no Event of Default or event which with the passage of time would be an Event of Default then exists, the Company may in good faith, diligently contest any mechanic's or other lien filed or established against the School Facilities, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless in the opinion of Independent Counsel by nonpayment of any such items the lien of the Indenture as to the payments will be materially

endangered or the School Facilities or any part thereof will be subject to loss or forfeiture, in which event the Company shall promptly pay and cause to be satisfied and discharged all such unpaid items.

The Company may from time to time in its sole discretion and, at the Company's own cost and expense, install or place other equipment and tangible personal property in the School Facilities and such property shall become part of the Mortgaged Property.

Section 4.5 Governmental and Utility Charges. The Company shall pay or, under the terms of the Lease, cause the Charter School to pay during the Term of the Loan Agreement, as the same respectively become due, all taxes, assessments, and other governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the School Facilities or any part thereof, or any interest therein or the revenues derived therefrom or hereunder, all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the School Facilities and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the School Facilities, provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Company shall be obligated to pay only such installments as are required to be paid during the Term of the Loan Agreement.

If no Event of Default or event which with the passage of time would be an Event of Default then exists, the Company may, at the Company's expense and in the Company's name, in good faith contest any such assessments and other charges and, in the event of any such contest, may permit the assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom if at the time of such contest the Company provides the Trustee and the Issuer with an opinion of Independent Counsel that by nonpayment of any such items the School Facilities or any essential part thereof will not be subject to loss or forfeiture and with cash or a bond in the amount of one hundred ten percent (110%) of the amount of the assessments or other charges to be contested. If the Company is unable to provide such opinion or to post adequate cash or bond such assessments or charges shall be paid forthwith. In the event that the Company shall fail to pay any of the foregoing items required by this Section to be paid by the Company, the Issuer or the Trustee may (but shall be under no obligation to) pay the same, and any amounts so advanced therefor by the Issuer or the Trustee shall become an additional obligation of the Company to the party making the advancement, which amounts, together with interest thereon, at the Late Payment Rate from the date advanced, the Company agrees to pay upon demand.

Section 4.6 Casualty Insurance. The Company agrees to insure or cause to be insured the School Facilities against loss or damage of the kinds usually insured against by companies similarly situated, including, without limiting the foregoing, fire and uniform standard extended coverage, vandalism and malicious mischief endorsements, use and occupancy coverage and extra expense insurance for a period of one year, by means of policies issued by the Minnesota School Boards Association Trust, a state-sponsored self-insurance fund for Minnesota School Districts, or by reputable insurance companies duly qualified to do such business in the State and rated at least "A" by A.M. Best with uniform standard coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at that time in use in the State, in amounts that are not less than the greater of the outstanding principal amount of the Bonds or the full insurable value of the School Facilities plus any fixtures and equipment of the School

Facilities, and with such deductible provisions as are customarily included by companies similarly situated. The term "full insurable value," as used herein, shall mean the actual replacement value, without deduction for physical depreciation or at the option of the Company any lesser amount which is equal to or greater than the principal amount of all of the Bonds then Outstanding. **[Alternatively, the Company may insure or cause to be insured such property under a blanket insurance policy or policies which cover not only such property but other properties.] [NOTE TO DRAFTER: PLEASE DISCUSS WITH DEAL TEAM]**

Any insurance policy issued pursuant to the preceding paragraph of this Section shall be so written or endorsed as to make losses payable to the Trustee, the Company, and the Charter School as their respective interests may appear. The Net Proceeds of the insurance required in this Section shall be applied as provided in Section 6.2 of this Loan Agreement. Each insurance policy provided for in this Section and Sections 4.7 and 4.9 of this Loan Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it without first giving written notice thereof to the Trustee, the Company, and the Charter School at least thirty (30) days in advance of such cancellation or modification under present policies and thirty (30) days under policies acquired hereafter, provided that if the Company or the Charter School delivers to the Trustee a written report of an Insurance Consultant stating that the required insurance policies cannot be obtained, then the Company shall post the written report to EMMA and, unless objected to in writing by the Trustee (acting at the direction of the Majority Bondholder(s)) within thirty (30) calendar days of posting, failure of the Company to comply with the covenant to obtain any such insurance policy or to cause such insurance policy to be obtained shall not constitute an Event of Default under this Loan Agreement.

In addition, the Company agrees that it shall review or cause to be reviewed, at least once every three (3) years, the coverage provided by each of such insurance policies and shall retain or cause to be retained an Insurance Consultant to provide to it a report with respect to the insurance requirements under this Section. Upon request, such report shall be provided to the Trustee and the Trustee may provide such report to Bondholders. The Company shall furnish, or cause the Charter School to furnish, to the Trustee on November 1 of each year, beginning on November 1, 20___, a certificate stating that all insurance required by Article IV of this Loan Agreement is in full force and effect. The Trustee is not responsible for determining the sufficiency of such insurance requirements. If requested, the Company shall provide the Trustee with a written certification that the Company is, to the fullest extent practicable, in compliance with the insurance requirements hereunder and the Trustee shall be fully protected in relying on such written certification.

Section 4.7 Public Liability and Other Insurance.

(a) Pursuant to the Lease, the Company agrees to cause the Charter School to carry public liability insurance or cause public liability insurance to be carried with one (1) or more reputable insurance companies meeting the requirements set forth in Section 4.6 hereof in minimum amounts of $1,000,000 for any one (1) occurrence in connection with the School Facilities and an aggregate of $2,000,000 for the Charter School as a whole. The Issuer, the Trustee, and the Company shall be made additional insureds under such policy or policies.

(b) The Company agrees to carry rental loss insurance (the cost of which shall be paid by the Charter School through rental payments under the Lease) or cause the Charter School to carry at the Charter School's sole cost and expense business interruption insurance or business extra expense insurance providing for rent loss coverage in an amount equal to at least one hundred twenty percent (120%) of the maximum debt service on the Bonds due for a period of eighteen (18) months. The costs of such insurance shall be paid by the Charter School through rental payments under the Lease. Any such policy will be payable directly to the Trustee upon the occurrence of any damage to the Project Building that renders all or any portion of the Project Building unusable.

(c) Pursuant to the Lease to the extent applicable, the Company agrees to cause the Charter School to carry (i) automobile insurance protecting the Charter School against liability for injuries to persons and property in the minimum amount of $1,000,000; and (ii) errors and omissions insurance with a coverage limit not less than $1,500,000, including coverage for abuse; (iii) workers compensation insurance, with statutory coverage; and (iv) cyber liability coverage in the minimum amount of $1,000,000.

Section 4.8 Deposit of Lease Revenues to Revenue Fund. The Company hereby covenants and agrees that the Lease Payments due from the Charter School under the Lease shall be paid directly to the Trustee by automatic transfer (ACH payment, wire transfer or other electronic means) from the Sweep Account pursuant to the requirements of this Loan Agreement, the Lease, the Pledge Agreement and the Account Control Agreement, within one (1) Business Day of receipt, for deposit by the Trustee into the Revenue Fund. Amounts received as Lease Payments shall be transferred by the Trustee under the provisions of Article V of the Indenture from the Revenue Fund as required under the terms of the Indenture and shall be credited against the payments required under Section 4.2(a), (c) and (d) above.

Section 4.9 Insurance During Construction. The Company shall provide or cause to be provided or maintained at all times during the process of constructing the 2022 Project and, from time to time at the request of the Trustee or the Majority Bondholder(s), shall furnish the Trustee with proof of the following insurance:

(a) Builder's risk insurance, written on the so-called "**Builder's Risk Completed Value Basis**," and payable to Trustee as mortgagee in an amount equal to **[one hundred percent (100%)] [PLEASE DISCUSS WITH DEAL TEAM]** of the insurable value of the 2022 Project at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy subject to deductibles in **the [maximum amount of $_____] [PLEASE DISCUSS WITH DEAL TEAM]**;

(b) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and property damage of not less than $1,000,000 for each occurrence, and $2,000,000 in the aggregate, subject to reasonable deductibles (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

(c) Workers' compensation insurance, with statutory coverage.

Section 4.10 Disbursements from the Costs of Issuance Fund. The Issuer has, in the Indenture, authorized and directed the Trustee to make payments from the Costs of Issuance Fund for the payment of Issuance Costs as provided in this Section. Payments shall be made from the Costs of Issuance Fund only for paying the Issuance Costs including the costs of the title policies, legal, accounting, organization, Rating Agency fees, Trustee fees, marketing or other special services and other fees and expenses incurred or to be incurred by or on behalf of the Issuer or the Company in connection with the issuance of a series of Bonds. Each payment out of the Costs of Issuance Fund shall be made only upon receipt by the Trustee of invoices along with a request for payment signed by the Company Representative. The Trustee may conclusively rely and be protected in acting upon any written request signed by the Company Representative in making a disbursement hereunder and shall have no obligation to examine any accompanying invoices.

On _____, 2023, the Trustee shall transfer proceeds of the Series 2022 Bonds remaining in the Costs of Issuance Fund to the 2022 Project Fund or, in the event the Completion Date has occurred and amounts in the 2022 Project Fund have been transferred to the Bond Fund, any money remaining in the Costs of Issuance Fund shall be transferred to the Bond Fund and applied to the same purposes as the amounts transferred from the 2022 Project Fund.

Section 4.11 Disbursements from Trustee Held Funds Under the Indenture.

(a) Disbursements from the 2022 Project Fund. So long as no Event of Default shall have occurred and be continuing, money in the 2022 Project Fund shall be disbursed by the Trustee to pay for the Project Costs with respect to the 2022 Project in accordance with Section 5.6 of this Loan Agreement.

(b) Disbursements from the Capital Repair and Replacement Fund. So long as no Event of Default shall have occurred and be continuing, money in the Capital Repair and Replacement Fund shall be disbursed by the Trustee to pay for such capital improvements or repair to the School Facilities as set forth in the Indenture upon receipt by the Trustee of a Company Request substantially in the form attached as EXHIBIT D to the Indenture. For purposes of complying with the requirements of this Section, the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon the Company Request, which may be submitted by Electronic Means (as defined in Section 9.1(t) of the Indenture), in written form, or in facsimile form, and shall not be bound to make any investigation into the facts or matters stated in such Company Request. The Trustee shall not be responsible for determining whether the money credited to the Capital Repair and Replacement Fund is sufficient for such capital improvements or repairs or purchase. The Trustee shall not be responsible to collect lien waivers prior to making any disbursement from the Capital Repair and Replacement Fund.

(c) Disbursements from the Expense Fund. Money in the Expense Fund shall be disbursed by the Trustee to pay the costs as set forth in the Indenture upon receipt by the Trustee of a Company Request substantially in the form attached to the Indenture as EXHIBIT E. For purposes of complying with the requirements of this Section, the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon the Company Request, which may be submitted in Electronic Means (as defined in Section 9.1(t) of the Indenture), and shall not be bound to make any investigation into the facts or

matters stated in such Company Request. The Trustee shall not be responsible for determining whether the money credited to the Expense Fund is sufficient for such expenses.

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ARTICLE V

CONSTRUCTION OF 2022 PROJECT

Section 5.1 Agreement to Construct the 2022 Project. The Company shall proceed with due diligence to construct the 2022 Project in accordance with the Plans and Specifications and all applicable laws and regulations. The Company agrees to use its best efforts to diligently cause the substantial completion of the 2022 Project, subject only to "punch list" items, on or before _____, 20___, but the Company shall not be in violation of such agreement if the progress of construction is delayed at any time by changes ordered in the work, or by labor disputes, fire, supply chain disruptions, unusual delay in transportation, unavoidable casualties or any causes beyond the Company's and contractor's control, or by any event which an Independent Architect determines may justify the delay, then the Completion Date shall be extended for such reasonable time as such Independent Architect may determine but not beyond _____, 20___, and there shall be no resulting liability of the Company hereunder. If the Company encounters any underground storage tanks or Hazardous Substance on the 2022 Project Site, the Company shall remediate the 2022 Project Site in accordance with the applicable Environmental Regulations; provided that such remediation shall be deemed to justifiably delay the completion of the 2022 Project. In any case, there shall be no abatement or diminution in the Loan Repayments and other payments required to be made by the Company under this Loan Agreement.

Section 5.2 Changes in the 2022 Project. The Company may make any changes in the Plans and Specifications or any construction contract for the 2022 Project, and may make any deletions from or substitutions or additions to the 2022 Project without the prior consent of the Issuer or the Trustee, so long as such changes in the Plans and Specifications or a construction contract or deletions from or substitutions or additions to the 2022 Project do not (i) materially impair the usefulness or character of the 2022 Project; (ii) materially increase the cost of completing the 2022 Project (unless there is sufficient money to cover such increased cost already on deposit in the 2022 Project Fund, or unless the Company determines by resolution or written action that money is available to the Company for payment of additional costs and such additional money is deposited with the Trustee for credit to the 2022 Project Fund); (iii) disqualify the 2022 Project as a "project" under the Act; (iv) violate any license, permit or approval given by the State, the Issuer, or any other governmental unit with respect to the 2022 Project; (v) decrease the amount of Building Lease Aid that the Charter School will qualify for with respect to the School Facilities; or (vi) change the status of the construction contract from a "stipulated sum contract" unless the Company first deposits sufficient money in the 2022 Project Fund to complete the 2022 Project. No change in the Plans and Specifications or a construction contract and no deletion from or substitution or addition to the 2022 Project may be made without prior approval of a contractor's surety if required by the payment and performance bond provided by such surety. The Trustee shall have no duty or obligation to determine whether the conditions of clauses (i) through (vi) of this Section 5.2 have been satisfied and shall be entitled to receive and rely upon a Company Certificate to the effect that such conditions have been satisfied.

Section 5.3 Construction Contracts. The Company agrees that, pursuant to the Collateral Assignment, all of its right, title and interest to any material construction contract relating to the 2022 Project necessary to complete the 2022 Project have been collaterally assigned

to the Trustee, together with all related performance, labor and material bonds. Each construction contract relating to the 2022 Project shall provide that the contractor shall perform the agreements contained in such construction contract for the Trustee if the Trustee should take over such construction contract after default by the Company. The Company has obtained the consent of each counterparty to such collateral assignment.

In the event of a material default of a contractor under a construction contract made in connection with the 2022 Project, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the Company shall promptly, either separately or in conjunction with others, pursue diligently the remedies of the Company against the contractor or any subcontractor in default and against each surety on a bond, if any, securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the Company of any amounts theretofore paid by the Company and not previously reimbursed to the Company for correction or remedying of the default which gives rise to the proceedings against the contractor or surety, shall be paid into the 2022 Project Fund if received before the Completion Date for the 2022 Project, and otherwise shall be paid into the Reserve Fund to the extent necessary to increase the balance therein to the Reserve Fund Requirement, and thereafter to the Bond Fund.

Section 5.4 Surety Bonds. A payment and performance bond shall be secured by the Company from each contractor (except any contractor under a construction contract which provides solely for the supplying (not the installation) of materials or supplies) with a contract price in excess of **[NOTE TO DRAFTER TO DISCUSS WITH DEAL TEAM: $50,000]**, executed by a responsible surety company, in a penal sum equal to the entire amount to become payable under the construction contract or the subcontract, as the case may be, and conditioned for the completion of the work in accordance with the Plans and Specifications (or, if the bond secures payment and performance of a subcontractor, conditioned for completion of the work in accordance with the applicable subcontract) and for the payment of all claims of suppliers and, if the bond secures the contractor, for payment of all claims of subcontractors. If the bond is to secure payment and performance of a contractor, such bond shall contain a provision that it shall be for the benefit of the Company and the Trustee as their interest may appear and may be enforced by the Trustee in case of a default thereunder.

Section 5.5 Abandonment of Construction. If the Company, at any time prior to the completion of the 2022 Project, abandons or ceases work thereon and fails to resume work thereon within thirty (30) days, or if the Company fails to complete the 2022 Project substantially in accordance with the Plans and Specifications, or makes changes in such Plans and Specifications or a construction contract in violation of Section 5.2 of this Loan Agreement, the Trustee may declare such failure to be an Event of Default, and, in addition to the other remedies provided in this Loan Agreement, the Trustee may then enter into and take possession of the School Facilities and perform any and all work and labor necessary to complete the 2022 Project. The Company hereby grants the Trustee an unlimited right of entry to the School Facilities for the foregoing purpose.

For this purpose, the Company hereby constitutes and appoints the Trustee its true and lawful attorney-in-fact, with full power of substitution in the premises, to complete the 2022 Project in the name of the Company. The Company hereby empowers said attorney as follows:

(a) to use any money credited to the 2022 Project Fund that may remain unadvanced hereunder or any money credited to the Reserve Fund, for the purpose of completing the 2022 Project;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the 2022 Project in substantially the manner contemplated by the Plans and Specifications relating thereto;

(c) to employ such contractors, subcontractors, agents, architects and inspectors as shall be required for such purposes;

(d) to pay, settle or compromise all existing bills and claims which may be liens against the 2022 Project Site, or as may be necessary or desirable for the completion of the 2022 Project, or for clearance of title;

(e) to execute all applications and certificates in the name of the Company;

(f) to prosecute and defend in the name of the Company all actions or proceedings in connection with the construction of the 2022 Project and to take such action and require such performance as it deems necessary under the payment and performance bonds specified in Section 5.4 hereof; and

(g) to do any and every act which the Company might do in its own behalf in connection with the 2022 Project Site and completion of the 2022 Project.

It is further understood and agreed that this power of attorney, which constitutes a power coupled with an interest, cannot be revoked. The rights and powers granted to the Trustee pursuant to this Section 5.5 shall in no way alter or affect the rights of the Trustee set forth in Article VIII of the Indenture or under the Mortgage upon a default by the Company.

Section 5.6 Withdrawals from the 2022 Project Fund.

(a) So long as no Event of Default has occurred and is continuing, money in the 2022 Project Fund shall be disbursed by the Trustee to pay for, or reimburse the Company for its payment of, Project Costs upon receipt by the Trustee of a disbursement request substantially in the form attached as EXHIBIT C to the Indenture (the "**Disbursement Request**"), to be executed by both the Company and the Charter School and approved by an Independent Architect, requesting the payment or reimbursement, dated not more than thirty (30) days before the date of the receipt thereof by the Trustee, and upon receipt of written notification from the Title Insurer that the Title Insurer has received the documentation required to be delivered to the Title Insurer under the terms of the Disbursing Agreement. No disbursement may be made for the acquisition of land unless the Disbursement Request is accompanied by a form of deed conveying title in the land to the Company. The form of deed shall include a legal description of the land to be

acquired and the Company shall represent in the Disbursement Request that the land is a separate legal parcel and will be conveyed to the Company upon payment of the purchase price of the land. The Trustee has no duty or obligation to determine whether a disbursement is for the acquisition of land or to review the deed for compliance with the terms hereof. A Disbursement Request shall expressly state that it is for the acquisition of land and in the absence of such a statement, the Trustee may conclusively assume that the requested disbursement is not for the acquisition of land.

(b) For purposes of complying with the requirements of this Section, the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon the Disbursement Request, which may be submitted by Electronic Means (as defined in Section 9.1(t) of the Indenture), and shall not be bound to make any investigation into the facts or matters stated in such Disbursement Request. The receipt of such Disbursement Request shall be deemed an irrevocable determination that all conditions precedent to such disbursement from the 2022 Project Fund (including all conditions set forth in the Disbursing Agreement) have been satisfied. The Trustee shall not be responsible for determining whether the money credited to the 2022 Project Fund is sufficient to complete the 2022 Project. The Trustee shall not be responsible to collect lien waivers.

(c) The Company agrees that it will not apply for or permit any disbursement from the 2022 Project Fund for payment of Issuance Costs relating to the Bonds.

(d) Notwithstanding the provisions of this Section, the initial disbursement from the 2022 Project Fund shall be made as set forth in the closing statement dated as of the Date of Issuance provided it complies with the Disbursing Agreement.

Section 5.7 **Sums for Completion.** The Company represents that in good faith and after diligent inquiry that the Company has determined that the 2022 Project can be completed at a price within the amount of proceeds available from the Bonds. The Issuer and the Trustee make no representation or warranty, express or implied, that the money on hand in the 2022 Project Fund will be sufficient to pay all Series 2022 Project Costs. If the 2022 Project Fund is not sufficient to pay all Series 2022 Project Costs, the Company shall, pursuant to the Lease, nonetheless cause the Charter School to complete the 2022 Project and pay all costs incurred therefor without further reimbursement or delay. No payments by the Company under this Section 5.7 shall reduce the obligations of the Company or offset any other payment required to be made by the Company hereunder.

Section 5.8 Completion Date of the 2022 Project. [NOTE TO DRAFTER: DISCUSS WITH DEAL TEAM]

(a) The Completion Date of the 2022 Project shall be the date on which the Trustee shall have received Company Certificates, in the form set forth in EXHIBIT F to the Indenture, for each of the Elementary School Campus and the Upper School Campus stating that the Elementary School Campus and the Upper School Campus, respectively, have been completed, including "punch list" items, in accordance with the Plans and Specifications then in effect and that all Project Costs relating thereto have been paid or are then due and payable in accordance with the Company Requests submitted pursuant to

Section 5.6 hereof; provided, that minor defects in the Elementary School Campus and the Upper School Campus, respectively, which the Company has ordered to be remedied, or minor items of work and materials awaiting seasonal completion, may be specified in the Company Certificate, which specification shall include the amount, not to exceed two percent (2%) of the total Project Costs, required to remedy such defects or to be seasonally completed; and that all permits necessary for the occupancy and use of the Elementary School Campus and the Upper School Campus, respectively, have been obtained and are in full force and effect, and that the Elementary School Campus and the Upper School Campus, respectively, conform to all applicable zoning, planning and building regulations (or has appropriate variances or permits) and is suitable and sufficient for efficient operation for the purpose for which the Elementary School Campus and the Upper School Campus, respectively, will be used, but that the Company Certificates are given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being.

(b) On the Completion Date, any balance then remaining in the 2022 Project Fund shall be disbursed by the Trustee in accordance with the Disbursing Agreement for payment or reimbursement of any Project Costs of the 2022 Project not theretofore paid or reimbursed to the Company pursuant to Section 5.6 of this Loan Agreement or transferred to the Bond Fund as required under the Indenture. The balance then remaining in the 2022 Project Fund, in excess of amounts, if any, specified pursuant to subsection (a) above, or then due for compensation and expenses of the Issuer, the Trustee or any Paying Agent, shall be transferred by the Trustee to the Bond Fund, provided that any amount retained pursuant to subsection (a) above for the purpose of remedying defects or for seasonal completion shall be used for that purpose subject to Section 5.6 hereof, when all such defects have been remedied or work completed and the cost thereof has been paid, as specified in a Company Certificate, any balance then remaining in the 2022 Project Fund shall be disbursed or transferred as aforesaid, subject to the requirements of the Disbursing Agreement, unless the 2022 Project is completed and the remaining amount is to be transferred to the Bond Fund.

(c) Prior to submission to the Trustee of the Company Certificate referred to in subsection (a), above, and within ninety (90) days after the completion of the 2022 Project, the Company shall provide to the Issuer and the Majority Bondholder(s):

(i) a certificate of an Independent Architect stating that, in the opinion of the Independent Architect based on the Independent Architect's observations of the 2022 Project, the 2022 Project has been completed substantially in accordance with the Plans and Specifications then in effect;

(ii) an as-built survey prepared by a registered land surveyor describing and showing the 2022 Project Site and showing that the 2022 Project as completed lies wholly within the boundaries of the 2022 Project Site;

(iii) a certificate of occupancy, if any, required by the City of Ramsey, Minnesota; and

(iv) the final title endorsement and lien waivers providing for no exception for mechanics' liens and with total endorsements bringing lender's coverage up to the **[initial principal amount of the Bonds]. [UPDATE TO APPROPRIATE LEVEL FOR LENDER'S COVERAGE]**

(d) The Trustee has no duty or obligation to confirm that such items have been so provided to the Issuer and the Original Purchaser.

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ARTICLE VI

DAMAGE, DESTRUCTION, AND CONDEMNATION; USE OF NET PROCEEDS

Section 6.1 Damage, Destruction and Condemnation. Unless the Company shall have exercised its option to prepay the amounts payable under this Loan Agreement pursuant to the provisions of Section 10.1 hereof, if prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) (i) the School Facilities or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, or (ii) title to or any interest in, or the temporary use of, the School Facilities or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority, the Company shall be obligated to continue to pay the amounts specified in Section 4.2 hereof and any other amounts required by this Loan Agreement to be paid by the Company.

Section 6.2 Application of Net Proceeds. In the event of damage to, or condemnation or destruction of, the School Facilities or any portion thereof resulting from fire or other casualty, if (i) the Net Proceeds of any insurance or condemnation award relating to such damage or condemnation are less than the lesser of (a) $250,000 or (b) two percent (2%) of the Outstanding principal amount of the Bonds, and (ii) no Event of Default shall have occurred and be continuing hereunder, written notice of such event shall be given to the Trustee and EMMA and such Net Proceeds shall be paid directly to the Company and the Company shall forthwith replace, repair, reconstruct and restore the School Facilities to substantially the same or an improved condition or utility value compared with that which existed prior to the damage and the Company will apply the Net Proceeds to the extent necessary to replace, repair, reconstruct or restore the School Facilities. Any remaining balance not required for said purpose shall be paid to the Trustee for deposit in the Bond Fund.

In the event the School Facilities or any portion thereof is destroyed by fire or other casualty or a portion or all of the School Facilities is condemned and the Net Proceeds of any insurance or condemnation award relating to such damage or condemnation are greater than or equal to the lesser of (a) $250,000 or (b) two percent (2%) of the Outstanding principal amount of the Bonds, the Company agrees to promptly notify the Trustee and EMMA in writing of such event, all such Net Proceeds shall be deposited with the Trustee immediately upon receipt, and the Company shall within ninety (90) days after such damage or destruction (or within such longer period as shall be reasonable under the circumstances, not to exceed one hundred eighty (180) days) elect one of the following two (2) options by written notice of such election to the Trustee (with the prior written consent of the Majority Bondholder(s) during the occurrence and continuance of an Event of Default):

(a) Option A–Repair and Restoration. Upon delivery to the Trustee and EMMA of (i) an opinion of Bond Counsel to the effect that the proposed repair and restoration of the School Facilities, and its subsequent use, does not impair the tax-exempt status of the Tax-Exempt Bonds and (ii) a certificate of an Independent Architect to the effect that Net Proceeds and other money available therefor, will be sufficient to complete the proposed repair and restoration, and the proposed repair and restoration can be

completed in one year, the Company may elect to replace, repair, reconstruct, and restore the School Facilities. In such event, the Company shall proceed forthwith to repair, reconstruct, and restore the School Facilities to substantially the same condition or utility value as existed prior to the event causing the damage or destruction or condemnation and will apply the Net Proceeds (after using its own money first to the extent the Independent Architect certifies that the Net Proceeds are insufficient) to the payment or reimbursement of the costs of such repair, reconstruction, replacement, and restoration. So long as the Company has not received notice from the Trustee that the Company is in default under this Loan Agreement, any Net Proceeds received by the Trustee shall be deposited in a separate account and released from time to time by the Trustee upon receipt from the Company of a certificate setting forth such repair, reconstruction, replacement, and restoration costs and subject to the procedures and requirements set forth in Section 5.6 of this Loan Agreement; or

(b) Option B–Prepayment of Bonds. The Company may elect to have the Net Proceeds plus additional money, if necessary, from the Company, deposited into the Bond Fund and to have Bonds redeemed in full in accordance with Section 10.2 of this Loan Agreement. In such event the Company shall, in its notice of election to the Trustee, direct the Trustee to deposit such Net Proceeds, when and as received, in the Bond Fund together with the additional money necessary to fully pay the Bonds.

It is agreed that in the event the Company shall elect Option A, the Company shall complete the repair, reconstruction, replacement, and restoration of the School Facilities, whether or not the Net Proceeds are sufficient to pay for the same as set forth in subdivision (a) above. Upon completion of such repair, reconstruction, replacement and restoration any excess money from the Net Proceeds over and above the costs of such repair, reconstruction, replacement and restoration shall be deposited by the Trustee in the Bond Fund; provided, that the Company may prepay a portion of the Bonds with excess Net Proceeds after repair or restoration if a certificate from an Independent Consultant states that the School Facilities has been restored or repaired to substantially the same condition as it was before the damage or condemnation.

Any notice required to be given by the Company to the Trustee and EMMA under this Section 6.2 shall contain a description in reasonable detail of the work to be performed to repair and restore the School Facilities; the estimated cost and timetable for completion of such work; and the sources of funding available therefor. The Trustee has no duty or obligation to determine the sufficiency of any such descriptions and detail provided to the Trustee.

Section 6.3 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, or Improvement referred to in Section 6.2(a) hereof, the Company will nonetheless complete the work and will pay any cost in excess of the amount of the Net Proceeds held by the Trustee. The Company agrees that if by reason of any such insufficiency of the Net Proceeds, the Company shall make any payments pursuant to the provisions of this Section, the Company shall not be entitled to any reimbursement therefor from the Issuer, the Trustee, or the Bondholders of any of the Bonds, nor shall the Company be entitled to any diminution of the amounts payable under Section 4.2 hereof or any other amounts payable by the Company hereunder.

Section 6.4 Cooperation of the Issuer. The Issuer, at the expense of the Company, shall cooperate fully with the Company or the Charter School in filing any proof of loss with respect to any insurance policy covering the casualties described in Section 6.1 hereof and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the School Facilities and will, to the extent it may lawfully do so, permit the Company or the Charter School to litigate in any proceeding resulting therefrom in the name and behalf of the Issuer. In no event will the Issuer voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the School Facilities or any part thereof without the prior written consent of the Company Representative.

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ARTICLE VII

SPECIAL COVENANTS

Section 7.1 No Warranty of Condition or Suitability by the Issuer. The Issuer makes no warranty, either express or implied, as to the School Facilities or the condition thereof, or that the School Facilities will be suitable for the purposes or needs of the Company or the Charter School.

Section 7.2 Access to the School Facilities. The Company agrees that the Issuer and the Trustee and their duly authorized agents shall have the right, following two (2) Business Days' written notice, to enter the School Facilities, to examine and inspect the School Facilities, and to have such rights of access to the School Facilities for the proper maintenance of the School Facilities in the event of failure by the Company to perform the Company's obligations under Section 4.4 of this Loan Agreement. The Issuer and the Trustee and their duly authorized agents shall also be permitted, with reasonable notice, at a reasonable time, to examine and copy the books and records of the Company with respect to the School Facilities.

Section 7.3 Further Assurances and Corrective Instruments. The Issuer and the Company agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement if permitted by the terms of the Indenture.

Section 7.4 The Issuer and the Company Representatives. Whenever under the provisions of this Loan Agreement the approval of the Issuer or the Company is required or the Issuer or the Company is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by the Issuer Representative and for the Company by the Company Representative; the Trustee and any party hereto shall be authorized to act on any such approval or request.

Section 7.5 Covenant Against Liens or Encumbrances. The Company hereby covenants and agrees that it will not create, incur, assume, or suffer to exist any liens or encumbrances upon the School Facilities, except Permitted Encumbrances and the Mortgage.

Section 7.6 The Issuer and the Company to Grant Security Interest to Trustee. The parties hereto agree that pursuant to the Indenture, the Issuer shall assign to the Trustee in order to secure payment of the Bonds all of the Issuer's right, title, and interest in this Loan Agreement, except the Issuer's Unassigned Rights, Issuer's right to give and receive notices, approvals, consents, requests, and other communications, and the Issuer's rights to inspect books and records or receive notices.

The Issuer hereby pledges and grants to the Trustee, for the benefit of the Bondholders of the Bonds, all of its right, title, and interest, if any, in the Funds referred to in this Loan Agreement or the Indenture and held by the Trustee.

The Company hereby assigns and grants to the Trustee a lien on and security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now

owned by or owing to, or hereafter acquired by or arising in favor of the Charter School (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Charter School, and regardless of where located (all of which will be collectively referred to herein as the "**Company Assets**"), including:

(a) all Gross Revenues;

(b) all accounts;

(c) all chattel paper;

(d) all licenses, copyrights, patents and trademarks;

(e) all Company Documents;

(f) all equipment;

(g) all fixtures;

(h) all general intangibles;

(i) all goods;

(j) all instruments;

(k) all inventory;

(l) all investment property;

(m) all cash or cash equivalents;

(n) all letters of credit, letter-of-credit rights and supporting obligations;

(o) all deposit accounts with any bank or other financial institution;

(p) all commercial tort claims;

(q) all of its right, title, and interest, if any, in the Funds referred to in this Loan Agreement or the Indenture and held by the Trustee~~;~~ and

(r) all accessions to, all substitutions for and all replacements, all rents, all profits, all proceeds (including insurance proceeds or stock rights) and all products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any general intangibles at any time evidencing or relating to any of the foregoing;

to secure the Company's prompt payment, performance and observance of its obligations under this Loan Agreement, including without limitation payment of all Bonds Outstanding under the Indenture. Said pledge shall constitute a lien on and security interest in the Company Assets, and

shall attach and be valid and binding from and after the date of this Loan Agreement, without any physical delivery thereof or further act.

Section 7.7 Consent to Trustee's Access to Information. The Company hereby consents to the right of the Trustee to inspect, review, duplicate, and make public to the extent authorized by law, any information, or documents in accordance with the Indenture including information pertaining in any manner to the School Facilities, the Company or the Company's business, assets, liabilities, financial condition, operations, or compliance with any documents related to the Bonds. The Issuer and the Company hereby agree that the Trustee is intended to be a third-party beneficiary of the provisions of this Section, who may enforce the provisions of this Section as though a party hereto; and, notwithstanding any other provision herein or in the Indenture, this Section shall not be amended, modified, or waived by the Issuer or the Company without the written consent of the Trustee.

Section 7.8 Election to Contest Determination of Taxability. The Trustee is required under the Indenture to notify the Company by certified mail, return receipt requested, at any time the Trustee receives a written notification of the issuance, prior to the maturity date or redemption of all Bonds, of a statutory notice of deficiency by the United States Department of the Treasury, Internal Revenue Service, or a decision by a court of competent jurisdiction, holding in effect that the interest on any Tax-Exempt Bond is includable for federal income tax purposes in the gross income of the Bondholder thereof. The Company shall have thirty (30) days from the date of receipt of such notice (as evidenced by the date on the return receipt) to provide the Trustee with notice of its intent to contest such a potential Determination of Taxability. Any such notice of intent to contest from the Company to the Trustee, in order to be effective, must be accompanied by an opinion of Independent Counsel to the effect that there is a reasonable basis for the Company to proceed with such contest. The Trustee will promptly notify all Bondholders of the Tax-Exempt Bonds of such election.

Section 7.9 Assurance of Tax Exemption. The Company understands after consultation with such legal counsel as deemed appropriate, that the exclusion from gross income of interest on any Tax-Exempt Bonds (including the Series 2022A Bonds) for federal income tax purposes is dependent on the accuracy and truthfulness of representations made herein and in the Tax Certificate. The Company covenants and warrants that such representations are accurate and truthful, and the Company shall comply with the Tax Certificate.

Section 7.10 Financial Statements. The Company agrees to furnish to the dissemination agent named in the Continuing Disclosure Agreement and EMMA (and to the Issuer and the Trustee, upon request) the reports the Company is required to furnish pursuant to the Continuing Disclosure Agreement; provided, however, that failure by the Company to provide any such information shall not constitute an Event of Default.

Section 7.11 Additional Indebtedness. Unless it obtains prior written consent of the Majority Bondholder(s) and an amendment to the Lease providing for additional Lease Revenues sufficient to pay the principal, interest and any related fees for such Additional Bonds and an amendment to the Pledge Agreement and the Mortgage providing coverage for such additional Indebtedness, the Company shall not incur any Indebtedness other than (a) the Indebtedness with

respect to the Series 2022 Bonds, or (b) Additional Bonds issued pursuant to Section 2.12 of the Indenture. **[other leases?]**

Section 7.12 Covenants of the Charter School. As a condition to execution and delivery of the Lease, the Company shall cause the Charter School to enter into the Pledge Agreement and comply with the terms thereof.

Section 7.13 Capital Assessment Plan. Commencing with the Fiscal Year ending June 30, 20**[29]** and by the end of each fifth year thereafter, the Company agrees to cause the Charter School to furnish to the Trustee and EMMA (and to the Issuer, upon request), within 30 days of completion a five (5) year comprehensive capital assessment plan approved by the governing body of the Company (which may be sent by Electronic Means, as defined in Section 9.1(t) of the Indenture) to be prepared by an independent engineer, building inspector or other qualified professional selected by the Company with a reputation for skill and expertise with respect to the design, maintenance or construction of educational facilities with respect to the Company's capital facilities, detailing the condition and projected sources of funding such needs. The Company shall budget for such capital needs beginning in the Fiscal Year following delivery of the capital assessment plan such that the capital needs can be met within the five (5) year period covered by the capital assessment plan. If funds on hand are not sufficient to meet the capital needs set forth in the capital assessment plan, the Monthly Deposit to the Capital Repair and Replacement Fund shall be increased as necessary to an amount sufficient to satisfy such needs in equal monthly installments over the five (5) year period covered by the capital assessment plan. The Company shall furnish a written certification as to the recalculated Monthly Deposit to the Trustee upon which the Trustee shall be entitled to fully rely.

Section 7.14 Post-Issuance Compliance. The Internal Revenue Service requires that an Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038 ("**Form 8038**"), be filed by the Issuer in connection with an issuance of the Tax-Exempt Bonds. Form 8038 requires statements as to whether the Issuer has established written procedures with respect to monitoring post-issuance compliance with requirements of the Code and the Regulations promulgated hereunder. The Issuer hereby requires the Company to be responsible for such monitoring of compliance and acknowledges that the Company will require the Charter School in the Pledge Agreement to agree and covenant to be responsible for such monitoring of post-issuance compliance.

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ARTICLE VIII

ASSIGNMENT, LEASING, INDEMNIFICATION, AND REDEMPTION

Section 8.1 Assignment and Leasing. The Company's rights and obligations under this Loan Agreement may be assigned and the School Facilities leased, as a whole or in part, by the Company without prior written consent of the Issuer, the Trustee, or the Majority Bondholder(s), subject, however, to each of the following conditions (which shall not apply to lease of the School Facilities pursuant to the Lease):

(a) No assignment or lease shall relieve the Company from primary liability for any obligations hereunder, and in the event of any such assignment the Company shall continue to remain primarily liable for payment of the amounts specified in Section 4.2 hereof and for payment, performance, and observance of the other agreements on its part herein provided to be performed and observed by the Company to the same extent as though no assignment or lease had been made.

(b) The assignee or lessee shall assume the obligations of the Company hereunder to the extent of the interest assigned or leased.

(c) The assignee or lessee shall receive no greater interest in the School Facilities than that held by the Company. In particular, any assignment or lease shall be granted only subject to the rights of the Issuer and the Trustee under this Loan Agreement and the Indenture and shall terminate upon any foreclosure of the Company's rights under the Mortgage.

(d) The Company shall, at least ten (10) days prior to the execution of such assignment or lease, furnish or cause to be furnished to the Issuer and the Trustee (x) a true and complete draft copy of each assignment, assumption of obligation, or lease, as the case may be, and (y) an opinion from Bond Counsel to the effect that the assignment or lease will not cause interest on the Outstanding Tax-Exempt Bonds to be included in the gross income of the owners thereof for purposes of federal income taxation, and a form of opinion from Independent Counsel that the assignment or lease has been accomplished in accordance with State law and this Loan Agreement. Final executed copies of all such documents and opinions shall be provided to the same parties.

Section 8.2 Release and Indemnification Covenants.

(a) The Company shall and hereby agrees, at its expense, to pay, and to indemnify and save the Issuer, the Issuer Indemnified Parties, the Trustee and its officials, directors, officers, employees, attorneys and agents, and the Bondholders harmless against and from any and all claims, damages, demands, expenses, liabilities, and taxes of any character or nature whatsoever regardless of by whom imposed, and losses of every conceivable kind, character, and nature whatsoever including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation, or governmental authority arising out of, resulting from, or in any way connected with (i) the School Facilities or the conditions, occupancy, use,

possession, conduct, or management of, or any work done in or about the School Facilities, or from the planning, design, acquisition, or construction of the School Facilities or any part thereof; and (ii) any untrue statement or alleged untrue statement of any material fact or the omission or alleged omission to state a material fact necessary to make the statements made not misleading in any statement, information, or material furnished by the Company, including but not limited to any financial information, for use in any official statement of the Company authorized in connection with the sale of the Bonds and (iii) the Trustee's acceptance or administration of the Indenture or the trusts thereunder or the performance of the Trustee's duties thereunder or under this Loan Agreement. The Company also covenants and agrees at its expense to pay and to indemnify and save the Issuer, the Issuer Indemnified Parties, and the Trustee and its officials, directors, officers, employees, attorneys and agents harmless of, from, and against all costs, reasonable counsel fees, expenses, and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. In the event that any action or proceeding is brought against the Issuer, the Issuer Indemnified Parties, or the Trustee and its officials, directors, officers, employees, attorneys and or agents by reason of any such claim or demand, the Company, upon notice from the Issuer, the Issuer Indemnified Parties, or the Trustee and its officials, directors, officers, employees, attorneys and or agents covenants to resist and defend such action or proceeding on behalf of the Issuer, the Issuer Indemnified Parties, or the Trustee and its officials, directors, officers, employees, attorneys and or agents. Notwithstanding the foregoing, neither the Issuer and the Issuer Indemnified Parties nor the Trustee and its officials, directors, officers, employees, attorneys and agents shall be indemnified against costs, counsel fees or expenses, or liability for damage arising out of bodily injury to persons or damage to property or any other claims or acts caused by the gross negligence or the willful misconduct of the party seeking indemnity.

(b) It is the intention of the parties hereto that the Issuer and the Issuer Indemnified Parties shall not incur any pecuniary liability by reason of the terms of this Loan Agreement or the undertakings required of the Issuer hereunder, by reason of the issuance of the Bonds, by reason of the execution of the Indenture or this Loan Agreement or by reason of the performance of any act requested of the Issuer by the Company, or by reason of any audit or investigation initiated by the Internal Revenue Service, the Minnesota Department of Revenue, or any other federal or state agency relating to the Bonds, the Company, the Charter School, the Trustee or the transactions contemplated herein or in the Indenture, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing; nevertheless, if the Issuer or the Issuer Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify and hold the Issuer and the Issuer Indemnified Parties harmless against all claims by or on behalf of any person, firm or corporation or other legal entity arising out of the same and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, except from claims arising from the willful, malicious or negligent acts of the Issuer or the Issuer Indemnified Parties, and upon notice from the Issuer, the Company shall defend the Issuer and the Issuer Indemnified Parties in any such action or proceeding.

(c) The Issuer shall not be obligated to pay the principal of or interest on the Bonds, except from money and assets received by the Trustee on behalf of the Issuer

pursuant to this Loan Agreement, from amounts held by the Trustee under the Indenture, or from the proceeds of any Security Agreement. Neither the full faith and credit or the taxing power of the State or any political subdivision thereof nor the full faith and credit or the taxing power of the Issuer is pledged to the payment of the principal of or interest on the Bonds. The Company hereby acknowledges that the Issuer's sole source of money to repay the Bonds will be provided by the payments made by the Company pursuant to this Loan Agreement, or the collateral held by the Trustee therefor, and amounts credited to certain Funds held by the Trustee under the Indenture, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal of and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Trustee, the Company shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal of or interest on the Bonds, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Company, the Issuer or any third party, subject to any right of reimbursement from the Trustee, the Issuer or any such third party, as the case may be, therefor.

(d) The Company's covenants in this Section shall survive the payment of the Bonds, the termination of the Indenture, the termination of this Loan Agreement, and the resignation or removal of the Trustee.

Section 8.3 Redemption of Bonds. The Company shall have and is hereby granted the option to prepay from time to time the amounts payable under this Loan Agreement in sums sufficient to redeem or to pay or cause to be paid all or part of the Bonds in accordance with the provisions of the Indenture. Upon the agreement of the Company to deposit money in the Bond Fund in an amount sufficient to redeem Bonds subject to redemption, the Issuer, at the request of the Company, shall forthwith take all steps (other than the payment of the money required for such redemption) necessary under the applicable redemption provisions of the Indenture to effect redemption of all or part of then Outstanding Bonds, as may be specified by the Company, on the date established for such redemption.

Section 8.4 Maintenance of Security Interest.

(a) The Company shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of the Mortgage and this Loan Agreement so long as any Bond is Outstanding.

(b) The Company covenants that, except for Permitted Encumbrances, it will not mortgage, grant a deed of trust lien upon (other than the Mortgage), pledge, grant a security interest in, or make an assignment of any of its revenues or property, including without limitation its accounts, contract rights, general intangibles, or the proceeds of any thereof, or any of the Mortgaged Property or the proceeds thereof.

(c) The Company covenants that it will cause all financing statements (including continuation statements, but excluding the initial financing statements dated as of the Date of Issuance, which are required to be filed by the Title Insurer under the terms of the Disbursing Agreement) related to the Indenture and all supplements thereto and this

Loan Agreement and all supplements thereto, as well as the Lease, the Mortgage and such other security agreements, financing statements and all supplements thereto and other instruments as may be required or recommended from time to time by Company's counsel or by Bond Counsel or by the Trustee (acting at the advice of counsel) to be kept, to be recorded and filed in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security interests of the Bondholders of the Bonds and the rights of the Trustee under the Indenture and this Loan Agreement and, upon advice of counsel, to take or cause to be taken any and all other action necessary to perfect the security interests created by the Indenture, all at the expense of the Company.

Section 8.5 Release of Property. At the request of the Charter School, the Company may sell a portion of the Mortgaged Property that constitutes unimproved real property and does not contain any permanent structure necessary for the operating unity and efficiency of the School Facilities upon compliance with Section **[___]** of the Tax Certificate and this Section 8.5. Under Section **[___]** of the Mortgage, upon compliance with the foregoing requirements, Exhibit A attached to the Mortgage may be amended to effectuate such sale. Any and all proceeds from the sale of the Released Property shall be deposited to the Disposition Proceeds Fund and expended within two years of the sale of such Released Property for capital costs of the 2022 Project, additional Improvements to the School Facilities or to redeem a portion of the Series 2022A Bonds. The Company is authorized to make such sale, transfer or conveyance upon delivery by the Company to the Trustee of the following:

(a) A Company Certificate setting forth in substance as follows: (i) the amount of acres or square feet of the Released Property; (ii) the calculation of the release price for the Released Property, which shall be equal to or greater than the fair market value of the Released Property; (iii) no Event of Default exists under this Loan Agreement, the Mortgage, the Lease, or the Continuing Disclosure Agreement; and (iv) all conditions precedent provided for under this Section 8.5, Section **[3.5]** of the Tax Certificate, and Section 4.5 of the Mortgage have been complied with;

(b) A Certificate executed by the Charter School setting forth in substance as follows: (i) confirming the information provided in the Company Certificate described in Section 8.5(a)(i) through (iv) hereof; (ii) no Event of Default exists under the Lease, the Pledge Agreement, or the Continuing Disclosure Agreement; (iii) the Released Property is not needed for the operation of the School Facilities and is not necessary for the total operating unity and efficiency of the School Facilities; (iv) the release of the Released Property will not impair the structural integrity of the School Facilities or the usefulness of the School Facilities for these purposes and will not inhibit adequate means of ingress to or egress from the School Facilities; and (v) all conditions precedent provided for under this Section and Section 4.5 of the Mortgage have been complied with;

(c) An ALTA survey prepared by a registered land surveyor describing and showing the Mortgaged Property, after the sale of the Released Property and showing that the Released Property does not contain any permanent structure necessary for the total operating unity and efficiency of the School Facilities;

(d) Cash equal to the release price as certified pursuant to this Section 8.5, which cash will be deposited in the Disposition Proceeds Fund;

(e) An opinion of Bond Counsel to the effect that the transfer of the Released Property and the planned use of the proceeds of the sale of Released Property does not adversely affect the tax-exempt status of the Tax-Exempt Bonds; and

(f) An opinion of counsel stating that the certificates, opinions and other instruments and cash which have been or are therewith delivered to and deposited with the Trustee conform to the requirements of this Loan Agreement and the Mortgage and that, upon the basis of such application, the Released Property may be released from the lien of the Mortgage, and that all conditions precedent herein provided for relating to such release have been complied with.

(The remainder of this page is intentionally left blank.)

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1 Events of Default Defined. The following shall be Events of Default under this Loan Agreement and the term "**Event of Default**" shall mean, whenever it is used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Company to pay the amounts required to be paid under Section 4.2(a) hereof at the times specified therein. The Trustee shall give telephonic or telegraphic notice, with subsequent written notice, to the Company and the Issuer of such failure.

(b) Failure by the Company to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 10.1(a) hereof, for a period of thirty (30) Business Days after written notice specifying such failure and requesting that it be remedied shall have been given to the Company and the Issuer by the Trustee; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, such failure shall not constitute an Event of Default if corrective action is instituted by the Company within the applicable period after notice thereof pursuant to Section 8.12 of the Indenture.

(c) (i) The dissolution or liquidation of the Company or the voluntary initiation by the Company of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt, or any other form of debtor relief, or the initiation against the Company of any such proceeding which shall remain undismissed for sixty (60) days; (ii) failure by the Company to promptly have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Company to carry on its operations at the School Facilities; (iii) assignment by the Company for the benefit of creditors; (iv) the entry by the Company into an agreement of composition with creditors; or (v) the failure generally by the Company to pay its debts as they become due and the continuation of such failure for a period of ten (10) days after written notice by the Trustee.

(d) Any representation or warranty of the Company shall be determined to be or have been a material misrepresentation or materially misleading or untrue when made.

(e) Any "**Event of Default**" under the Indenture, the Lease, the Pledge Agreement, or any Security Agreement.

(f) Any final judgments, or writs or warrants of attachment or of any similar processes in an aggregate amount in excess of $**[250,000]** entered or filed against the Company or against any of its property and remaining unvacated, unpaid, unbonded, uninsured or unstayed for a period of thirty (30) days.

(g) Failure by the Company to comply with the provisions of Sections 7.11, 8.1, 8.4(a), 8.4(b), or 8.5 of this Loan Agreement.

Section 9.2 Remedies on Event of Default. Whenever any Event of Default referred to in Section 9.1 hereof shall have happened and be continuing, the Trustee or the Issuer may take one or any combination of the following remedial steps:

(a) By written notice to the Company, declare an amount equal to (i) all amounts then payable on the Bonds, whether by acceleration of maturity (as provided in the Indenture) or otherwise; and (ii) any other amounts then due and payable hereunder or under the Indenture, to be immediately due and payable as liquidated damages under this Loan Agreement and not as a penalty, whereupon the same shall become immediately due and payable;

(b) Upon seven (7) Business Days of notice, have reasonable access on any Business Day to and inspect, examine, and make copies of the relevant books and records and any and all relevant accounts, data and income tax and other tax returns of the Company during regular business hours of the Company;

(c) File a petition in a court of competent jurisdiction for appointment of a receiver over the Company and its assets, the Company hereby agreeing that, during the occurrence and continuance of an Event of Default hereunder, the Trustee shall be entitled as a matter of right to appointment of a receiver for breach of its obligations hereunder;

(d) In addition to all other rights and remedies provided herein or by law, enforce the rights and remedies of a secured party under the UCC; or

(e) Take whatever action at law or in equity may appear necessary or desirable, including, without limitation, foreclosure, to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Company under this Loan Agreement, and also including, without limitation, any remedy set forth in the Indenture, subject to the limitations set forth herein and therein.

Any amounts collected pursuant to action taken under this Section (except subsection (a)(ii) above) shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture.

Section 9.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee or the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer and the Trustee to exercise any remedy reserved to them in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 9.4 Agreement to Pay Attorneys' Fees and Expenses. In the event the Company should default under any of the provisions of this Loan Agreement and the Issuer or the Trustee should employ attorneys or incur other expenses for the collection of payments required hereunder or the enforcement of performance or observance of any obligation or agreement on the

part of the Company herein contained, the Company agrees that it will on demand therefor pay to the Issuer or the Trustee, as the case may be, the reasonable fees of such attorneys and such other expenses so incurred by the Issuer or the Trustee. The payment obligation of the Company shall survive the termination of this Loan Agreement, the payment in full of the Bonds, and the resignation or removal of the Trustee.

Section 9.5 No Additional Waiver Implied by One Waiver; Delay or Omission Not a Waiver. In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No delay or omission of the Issuer or the Trustee to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Loan Agreement to the Issuer may be exercised from time to time and as often as may be deemed expedient by the Issuer or the Trustee.

Section 9.6 Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company or any other obligor upon the Bonds or the property of the Company, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Issuer and/or the School for the payment of overdue principal or interest) shall be entitled and empowered, by intervention of such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal, premium, if any, and interest owing and unpaid in respect of the Bonds then Outstanding and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Bondholders allowed in such judicial proceeding; and to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and

(b) any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Bondholder to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Bondholders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agent and counsel.

So long as Bonds are outstanding the Trustee is appointed under the terms of the Indenture, and the successive respective Bondholders of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee, the true and lawful attorney in fact of the respective Bondholders of the Bonds, with authority to make or file, in the respective names of the Bondholders of the Bonds or on behalf of all Bondholders of the Bonds, as a class, any proof of debt, amendment to proof of debt, petition or other documents and to execute any other papers and documents and to do and perform any and all acts and things for and on behalf of all Bondholders of the Bonds as a class, as may be necessary or advisable in the opinion of the Trustee, in order to

have the respective claim of the Bondholders of the Bonds against the Issuer, the Company or any other obligor allowed in receivership, insolvency, liquidation, bankruptcy or other proceeding, to which the Issuer, the Charter School or any other obligor, as the case may be, shall be a party. The Trustee shall have full power of substitution and delegation in respect of any such powers.

Section 9.7 Treatment of Funds in Bankruptcy. The Company acknowledges and agrees that in the event the Charter School commences a case under the United States Bankruptcy Code (the "**Bankruptcy Code**") or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code: (i) amounts credited to any Funds are not, nor shall they be deemed to be, property of the Company's bankruptcy estate as defined by Section 541 of the Bankruptcy Code; (ii) that in no event shall the Company assert, claim or contend that amounts credited to any of the Funds are property of the Company's bankruptcy estate; and (iii) that amounts credited to any of the Funds are held in trust solely for the benefit of the Bondholders of the Bonds and shall be applied only in accordance with the provisions of the Indenture and the Company has no legal, equitable or reversionary interest in, or right to, such amounts.

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ARTICLE X

OPTIONS; PREPAYMENT OF LOAN

Section 10.1 Option to Prepay Loan and Terminate at Any Time. The Company shall have, and is hereby granted, the option to prepay the loan in whole or in part, in accordance with the redemption provisions in the Indenture, and, if in whole, to terminate this Loan Agreement upon the following conditions. At any time prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), the Company may terminate this Loan Agreement (i) by paying to the Trustee an amount which, when added to the amounts credited to the Bond Fund or the Reserve Fund and any other Funds held by the Trustee pursuant to the Indenture (except the Rebate Fund) for the benefit of the Company, will be sufficient to pay, retire, and redeem all the Outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal of and interest to maturity or applicable redemption date, as the case may be, and premium, if any, expenses of redemption and the Issuer's, the Trustee's and paying agents' fees and expenses), and, in case of redemption, by making arrangements satisfactory to the Trustee for the giving of the required notice of redemption, (ii) by giving the Issuer notice in writing of such termination, and such termination shall forthwith become effective, and (iii) by providing the Trustee with an opinion of Bond Counsel stating that the foregoing actions will not adversely affect the tax-exempt status of the Tax-Exempt Bonds.

Section 10.2 Option to Redeem Bonds Upon the Occurrence of Certain Events. The Bonds are subject to redemption at the option of the Company in whole if any of the events set forth below shall occur:

(a) If, at any time, the School Facilities shall have been damaged or destroyed (i) to such extent that it cannot be reasonably restored within a period of six (6) months to substantially the condition thereof immediately preceding such damage or destruction; (ii) to such extent that the Company or the Charter School is thereby prevented, in the Company's judgment, from carrying on its normal operations at the School Facilities for a period of six (6) months or more; or (iii) to such extent that the cost of restoration thereof would exceed the Net Proceeds of insurance required to be carried thereon pursuant to the requirements of Section 4.6 of this Loan Agreement.

(b) If, at any time, title to, or the temporary use for a period of six (6) months or more of, all or substantially all the School Facilities, or such part thereof as shall materially interfere, in the Company's judgment, with the operation of the School Facilities for the purpose for which the School Facilities was designed, shall have been taken under the exercise of the power of eminent domain or be effectively taken through the exercise of police or other similar power by any governmental body or by any person, firm or corporation acting under governmental authority (including such a taking or takings as results in the Company or the Charter School being thereby prevented from carrying on its normal operations at the School Facilities for a period of six (6) months or more).

(c) If, at any time, as a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action

(whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Company in good faith, this Loan Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties as expressed in this Loan Agreement.

To exercise such option, the Company shall, within sixty (60) days following the event authorizing or requiring such redemption, give written notice to the Issuer, and the Trustee, and shall specify therein the date of redeeming the Bonds, which date shall be not less than fifty (50) days nor more than ninety (90) days from the date such notice is mailed, and shall also make arrangements with the Trustee pursuant to the provisions of the Indenture for a redemption of all of the Outstanding Bonds and the giving of the required notice in connection therewith. The amount of money necessary to be deposited for such redemption shall be the same as in Section 10.1 hereof for optional prepayment of the loan.

Section 10.3 Relative Position of Options and Indenture. The Company may exercise any of the options granted to it in this Article at any time, and specifically whether or not an Event of Default has occurred under this Loan Agreement.

(The remainder of this page is intentionally left blank.)

ARTICLE XI

MISCELLANEOUS

Section 11.1 Term of the Loan Agreement. This Loan Agreement shall remain in full force and effect from the date hereof to and including such time as all of the Bonds and the fees and expenses of the Issuer, the Trustee and any paying agents shall have been fully paid or provision made for such payments, whichever is later, provided that this Loan Agreement may be terminated prior to such date if the Company shall exercise its option under Section 10.1 or Section 10.2 of this Loan Agreement to prepay the amounts payable under this Loan Agreement.

Section 11.2 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, unless otherwise indicated in this Loan Agreement, postage prepaid, by electronic notice or by confirmed telecopy, addressed as follows:

If to the Issuer:	City of Ramsey, Minnesota 7550 Sunwood Drive NW Ramsey, MN 55303 Attn: _____ Email: _____
If to the Trustee:	U.S. Bank Trust Company, National Association Mail Code: EP-MN-WS3C 60 Livingston Avenue Saint Paul, MN 55107 Attn: Christine Robinette Email: Christine.robinette@usbank.com
If to the Company:	PCS Building Company 7250 East Ramsey Parkway Ramsey, MN 55303 Attn: Brad Poidinger, Board Chair Email: b.poidinger@pactcharter.org
With a copy to:	Dorsey & Whitney LLP Suite 1500 50 South Sixth Street Minneapolis, MN 55402 Attn: Rhonda Skoby Email: skoby.rhonda@dorsey.com

If to the Charter School:	PACT Charter School 7250 East Ramsey Parkway Ramsey, MN 55303 Attn: _____ Email: _____
With a copy to:	Dorsey & Whitney LLP Suite 1500 50 South Sixth Street Minneapolis, MN 55402 Attn: Rhonda Skoby Email: skoby.rhonda@dorsey.com

A duplicate copy of each notice, certificate, or other communication given hereunder by the Issuer or the Company shall also be given to the Original Purchaser. Any person named above may, by written notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, or other communications shall be delivered, mailed, electronically mailed or telecopied.

All notices, approvals, consents, requests, and any communications to the Trustee hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (as defined in Section 11.11 hereof). Electronic signatures believed by the Trustee to comply with the ESIGN ACT of 2000, or other applicable law shall be deemed original signatures for all purposes. If the Charter School chooses to use electronic signatures to sign documents delivered to the Trustee, the Charter School agrees to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

Notwithstanding any provision of this Loan Agreement to the contrary, in the case of any provision of this Loan Agreement providing for the consent or approval of any Bondholder or of the Trustee, the Company hereby acknowledges and agrees that the granting, approval, rejection or withholding of any requested consent, waiver or authorization to take or refrain from taking any action contemplated or required hereunder may be withheld or granted in the Trustee's or any Bondholder's sole and absolute discretion.

Section 11.3 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Company, the Trustee, the Bondholders of the Bonds, and their respective successors and assigns, subject, however, to the limitations contained in Sections 2.2(b) and 8.1 of this Loan Agreement.

Section 11.4 Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.5 Amounts Remaining in the Funds Established Under the Indenture. It is agreed by the parties hereto that any amounts remaining in the Funds established under the Indenture upon expiration or earlier termination of the Term of the Loan Agreement, as provided in this Loan Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), and the fees and expenses of the Issuer, and the Trustee in accordance with the Indenture, shall belong to and be paid to the Company by the Trustee as the return of an overpayment of the amounts payable hereunder.

Section 11.6 Amendments, Changes, and Modifications. Subsequent to the issuance of Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Loan Agreement may not be effectively amended, changed, modified, altered, or terminated without the written consent of the Trustee, in accordance with the provisions of the Indenture.

Section 11.7 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions and headings in this Loan Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or Sections of this Loan Agreement.

Section 11.10 Program Investment Restrictions. In accordance with the requirements of Section 1.148-1(b) of the Regulations, the Company is prohibited from purchasing Tax-Exempt Bonds in an amount related to the amount of obligation of the Company under this Loan Agreement.

Section 11.11 Electronic Signatures. The parties agree that the electronic signature of a party to this Loan Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Loan Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 11.12 Patriot Act. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Trustee will request documentation to verify its formation and existence as a legal entity. Furthermore, if required by the Patriot Act, the Trustee may request financial statements, licenses, identification and

authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Issuer and the Company have executed this Loan Agreement in their respective names as of the date and year first written above.

CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

Execution page of the Company to the Loan Agreement, dated as of the date and year first written above.

PCS BUILDING COMPANY

By _____
Its _____

EXHIBIT A
LEGAL DESCRIPTION

The land situated in Anoka County, Minnesota and described as follows:

EXHIBIT B
PROJECT BUILDING

The 2022 Project consists of the _____. The Series 2022 Project will be funded by the Series 2022 Bonds.

INDENTURE OF TRUST

between

CITY OF RAMSEY, MINNESOTA,
as Issuer

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Dated as of September 1, 2022

Relating to:

$37,095,000	**$315,000**
City of Ramsey, Minnesota	**City of Ramsey, Minnesota**
Charter School Lease Revenue	**Taxable Charter School Lease Revenue**
Refunding Bonds	**Refunding Bonds**
(PACT Charter School Project)	**(PACT Charter School Project)**
Series 2022A	**Series 2022B**

This instrument drafted by:
Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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EXHIBIT F – FORM OF COMPLETION CERTIFICATE F-1

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of September 1, 2022 (as amended or supplemented from time to time, the "Indenture"), is between the CITY OF RAMSEY, MINNESOTA, a home rule charter city and political subdivision organized and existing under the Constitution and laws of the State of Minnesota, and any successor (or any successor thereto, the "Issuer"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under and by virtue of the laws of the United States of America, with a designated corporate trust office located in St. Paul, Minnesota (or any successor thereto, the "Trustee"). Any capitalized terms used herein that are otherwise not defined shall have the meanings provided in Section 1.1 hereof.

RECITALS

WHEREAS, pursuant to and in accordance with the provisions of Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), the Issuer is authorized to issue its revenue bonds to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of any properties, real or personal, used, or useful in connection with a revenue-producing enterprise, whether or not operated for profit; and

WHEREAS, PACT Charter School, a Minnesota nonprofit corporation, formed as a public (charter) school pursuant to Section 124E.06 of the Charter School Act (or any successor thereto, the "Charter School"), has requested that the Issuer issue its (i) Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022A (the "Series 2022A Bonds"), in the original aggregate principal amount of $37,095,000; and (ii) Taxable Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022B (the "Series 2022B Bonds," and together with the Series 2022A Bonds, the "Series 2022 Bonds"), in the original aggregate principal amount of $315,000; and

WHEREAS, the proceeds derived from the sale of the Series 2022 Bonds will be used to make a loan (the "Loan") to PCS Building Company, a Minnesota nonprofit corporation (or any successor thereto, the "Company"), pursuant to a Loan Agreement, dated as of September 1, 2022 (as amended or supplemented from time to time, the "Loan Agreement"), between the Issuer and the Company, to (i) (a) currently refund the Issuer's outstanding Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series 2013A Bonds"), the proceeds of which were used to advance refund the Issuer's Lease Revenue Bonds (PACT Charter School Project), Series 2004A (the "Series 2004 Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 74,000 square-foot school facility located at 7250 East Ramsey Parkway (the "Original School Facility") in the City of Ramsey, Minnesota (the "City"), which is currently leased to and operated by PACT Charter School, a Minnesota nonprofit corporation and 501(c)(3) organization (the "Charter School"), as a public charter school for students in grades kindergarten through twelve, and (b) refinance a taxable note by the Company, the proceeds of which were used for certain improvements to the Original School Facility; (ii) finance certain renovations to the Original School Facility to equip it to serve grades Kindergarten through five (the Original School Facility as improved, the "Elementary School Campus"); (iii) finance the acquisition of 18 acres of vacant land and the construction and equipping of an approximately 115,000 square-foot school facility located at or about 7633 161st

Avenue NW (the "Upper School Campus" and, with the Elementary School Campus, the "School Facilities") in the City, which will be leased to and operated by the School as a public charter school for students in grades six through twelve; (iv) fund required reserves; (v) finance capitalized interest on a portion of the Series 2022 Bonds; and (vi) pay the costs of issuing the Series 2022 Bonds (collectively, (i)-(vi) above shall be referred to as the "2022 Project"); and

WHEREAS, pursuant to a resolution adopted by the City Council of the Issuer on July 12, 2022, the Issuer authorized the issuance, sale, and delivery of the Series 2022 Bonds, approved the execution and delivery of this Indenture, the Loan Agreement, and certain other related documents, and took other actions with respect to the Series 2022 Bonds and the 2022 Project; and

WHEREAS, all things necessary to make the Series 2022 Bonds when authenticated by the Trustee and issued as provided in this Indenture, the valid, binding, and legal obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts pledged to the payment of the principal of, premium, if any, and interest on the Series 2022 Bonds, and to constitute this Indenture a valid assignment of the rights of the Issuer under the Loan Agreement (other than the Issuer's Unassigned Rights), have been done and performed, and the creation, execution, and delivery of this Indenture, and the creation, execution, and issuance of the Series 2022 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds issued hereunder by the Bondholders thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure, for the equal and proportionate benefit, security and protection of the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in the following to the Trustee and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Issuer hereinafter set forth (collectively, the "Trust Estate"):

GRANTING CLAUSE FIRST

The Loan Agreement and any Security Document (including but not limited to the Pledge Agreement and the Mortgage), including all extensions and renewals of the term thereof, if any, together with all right, title, and interest of the Issuer in and to the Loan Agreement (except for the Issuer's Unassigned Rights), including but not limited to the present and continuing right to make claim for, collect, receive, and receipt for any of the sums, amounts, income, revenues, issues, and profits and any other sums of money payable or receivable under the Security Documents (except for amounts payable to the Issuer under or with respect to the Issuer's Unassigned Rights), to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which the Issuer under the Loan Agreement and the other Security Documents is or may become entitled to.

GRANTING CLAUSE SECOND

All money, assets, and securities from time to time held by the Trustee under the terms of this Indenture, except for money deposited with or paid to the Trustee for the redemption of specific Bonds, which money shall be held in trust for the Bondholders of such specific Bonds only, except for money in the Rebate Fund which is not subject to the lien of this Indenture.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said Trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security, and protection of all present and future Bondholders of the Bonds, from time to time, issued under and secured by this Indenture without privilege, priority, or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds;

PROVIDED, FURTHER, that the pledge of the right, title and interest of the Issuer in and to the Trust Estate is given subject to the right of the Issuer to issue Additional Bonds under Section 2.12 that are secured on a parity basis with the Series 2022 Bonds by the Trust Estate; and

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed, and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Indenture and the rights hereby granted shall cease, determine, and be void; otherwise this Indenture shall remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and all said property, rights, and interests, including, without limitation, the amounts payable under the Loan Agreement and any Security Document (including, but not limited to the Pledge Agreement and the Mortgage) and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon, and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as herein expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective Bondholders of the Bonds as follows:

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ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

SECTION 1.1. Definitions. The following words and phrases shall have the following meanings:

Account Control Agreement means the Account Control Agreement, dated as of September 1, 2022, between the Trustee, the Charter School, and the Depository Bank, and all amendments thereof and supplements thereto.

Act means Minnesota Statutes, Sections 469.152 through 469.165, as amended.

Additional Bonds means any additional bonds issued and secured on a parity with the Series 2022 Bonds in accordance with Section 2.12 hereof.

Affiliated Building Company means an affiliated nonprofit building corporation, as described in Section 124E.13, subdivision 3 of the Charter School Act, that is an Exempt Organization.

Alternate Issuer means the same as defined in Section 2.12 of this Indenture.

Assignment of Lease means the Assignment of Lease, dated as of September 1, 2022, by the Company in favor of the Trustee and consented to by the Charter School, and all amendments thereof and supplements thereto.

Authorizer means [**Authorizer**], a Minnesota _____, and any successor thereto who is an approved charter school authorizer by MDE and enters into a Charter Contract/Agreement with the Charter School.

[Bank Qualified Fee Agreement means _____].

Bond Counsel means Taft Stettinius & Hollister LLP, or any other nationally recognized bond counsel acceptable to the Issuer and the Company.

Bond Fund means the fund created pursuant to Article V of this Indenture.

Bond Purchase Agreement means (i) with respect to the Series 2022 Bonds, the Bond Purchase Agreement, dated _____, 2022, between the Original Purchaser, the Issuer, the Company, and the Charter School, and (ii) with respect to any issue of Additional Bonds, the bond purchase agreement or contract entered into by the Original Purchaser, Issuer, the Company, and the Charter School with respect to such issue of Additional Bonds.

Bond Registrar means the Trustee in its capacity as registrar of the Bonds.

Bond Year means, with respect to (i) the Series 2022 Bonds, the one (1) year period beginning on each June 1 and ending on May 31 of each subsequent year, except that the first Bond Year shall begin on the Date of Issuance of the Series 2022 Bonds and end on May 31, 2023,

and (ii) for any issue of Additional Bonds, the Bond Year elected for such issue of Additional Bonds in a Supplemental Indenture.

Bondholder or Holder or Beneficial Owner means the actual person who is the beneficial owner of any Bonds or the actual persons who are the beneficial owners of any Bonds and for such purposes of this Indenture shall not mean any designee of DTC.

Bonds means the Series 2022 Bonds and any Additional Bonds.

Building Lease Aid or Lease Aid means amounts received by the Charter School from the State pursuant to Section 124E.22(b) of the Charter School Act to fund payments due under the Lease, or any replacement provision therefor pursuant to State law.

Business Day means any day of the year other than (a) a Saturday or Sunday, or (b) any day on which banking business is not transacted by banks in the city in which the Trustee has its designated corporate trust office.

Capital Assessment means a Capital Assessment Plan required to be delivered by the Company in compliance with the requirements of Section 7.13 of the Loan Agreement.

Capitalized Interest Subaccount means the subaccount of the Bond Fund created pursuant to Article V hereof.

Capital Repair and Replacement Fund means the fund created pursuant to Article V of this Indenture.

Cash on Hand means the sum of cash, cash equivalents, liquid investments, and unrestricted marketable securities (valued at the lower of cost or market value) of the Charter School. Cash on Hand specifically does not include amounts held by the Trustee or the proceeds of any Indebtedness.

CERCLA means the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 or any other successor federal statutory provision thereof.

Charter Contract/Agreement means the written agreement (or any successor agreement) between the Authorizer and the Charter School required by Section 124E.10, subdivision 1(a) of the Charter School Act, as amended or supplemented from time to time.

Charter School or School means PACT Charter School, a Minnesota nonprofit corporation, formed as a public (charter) school pursuant to Section 124E.06 of the Charter School Act, and its successors or assigns.

Charter School Act means Minnesota Statutes, Chapter 124E, as amended.

Charter School Representative means the person or persons at the time designated to act on behalf of the Charter School by written certificate furnished to the Issuer and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Charter

School by its Director, Board Chair, or other officer of the Board of Directors. Such certificate may designate an alternate or alternates.

Code means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder and applicable to the Tax-Exempt Bonds or the use of proceeds thereof, unless the context clearly requires otherwise.

Collateral Assignment means that certain Collateral Assignment of Project Documents, dated as of September 1, 2022, by the Company in favor of the Trustee, whereby all material contracts relating to the acquisition, construction and equipping of the 2022 Project and to all related performance, labor and material bonds have been collaterally assigned to the Trustee.

Company means PCS Building Company, a Minnesota nonprofit corporation, and any successor owner of the School Facilities authorized under the Security Documents.

Company Assets shall have the meaning set forth in the Loan Agreement.

Company Certificate or Company Request means a certificate or request signed by the Company Representative.

Company Documents means the Loan Agreement, the Bond Purchase Agreement, the Lease, the Assignment of Lease, the Mortgage, the Continuing Disclosure Agreement, **[the Intercreditor Agreement,]** the Subordination Agreement, the Disbursing Agreement, the Tax Certificate, the Collateral Assignment, **[the Bank Qualified Fee Agreement]**, and any other document executed by the Company in connection with the issuance of Bonds.

Company Representative means the Chair, Treasurer, or Secretary of the Company or any other officer, official, person or persons at the time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Company by its Chair, Treasurer, Secretary, or authorized representative. Such certificate may designate an alternate or alternates.

Completion Date means (i) for the Series 2022 Bonds, the date of completion of the 2022 Project, established in accordance with Section 5.8 of the Loan Agreement, and (ii) for any Additional Bonds, the date of completion for the Project financed by such Additional Bonds in an amendment to the Loan Agreement.

Conditional Redemption has the meaning given in Section 3.2(b) hereof.

Continuing Disclosure Agreement or Disclosure Agreement means (i) for the Series 2022 Bonds, the Continuing Disclosure Agreement, dated as of September 1, 2022, between the Company, the Charter School, and the Dissemination Agent, and all amendments thereof and supplements thereto, and (ii) for any Additional Bonds, the continuing disclosure undertaking entered into in connection with the issuance of such Additional Bonds.

Costs of Issuance Fund means the fund created pursuant to Article V of this Indenture.

Counsel means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either the Issuer or the Company.

Date of Issuance means the date on which a series of the Bonds is issued. The Date of Issuance for the Series 2022 Bonds is September __, 2022.

Days Cash on Hand means (a) Cash on Hand of the Charter School, as shown on the financial statements for each Fiscal Year divided by (b) the quotient of Operating Expenses, plus principal payments payable during the Fiscal Year as shown on the financial statements of the Charter School for such Fiscal Year, divided by three hundred sixty-five (365).

Depository or DTC means The Depository Trust Company, New York, New York, or its successors and assigns, or such substitute depository institution as shall be designated by the Issuer in accordance with Section 2.11 hereof.

Depository Bank means **[Bank]**, a **[Minnesota banking corporation]**, and any successor depository bank for the Charter School selected by the Charter School in compliance with the provisions of the Pledge Agreement.

Depository Bonds means Bonds in the form of one certificate for each maturity and governed by Section 2.11 hereof.

Derivative means a financial instrument whose performance is derived, at least in part, from the performance of any underlying asset, including, without limitation, futures, options on securities, options on futures, swap agreements, forward purchase contracts, structured notes, and participations in pools of mortgages or other assets.

Determination of Taxability means receipt by the Trustee or any Beneficial Owner of a written notification of the issuance, prior to the maturity date or redemption of all Outstanding Tax-Exempt Bonds, of a statutory notice of deficiency by the United States Department of the Treasury, Internal Revenue Service, or a decision by a court of competent jurisdiction, holding in effect that interest on any Tax-Exempt Bond is included for federal income tax purposes in the gross income of the Bondholder thereof, which statutory notice or court decision is (a) not contested by the Company in accordance with Section 6.8 of the Loan Agreement; or (b) contested by the Company in accordance with Section 7.8 of the Loan Agreement and resolved adversely to the interests of the Bondholders, or abandoned by, the Company. A change in federal tax law is not a determination of taxability.

Disbursing Agreement means (i) with respect to the Series 2022 Bonds and the Series 2022 Project, the Disbursing Agreement, dated as of September 1, 2022, between the Company, the Charter School, the Trustee, and the Title Insurer, as disbursing agent, as it may be amended or supplemented from time to time, and (ii) with respect to any future issue of Additional Bonds and a future Project, the disbursing agreement entered into in connection with the issuance of such Additional Bonds.

Disposition Proceeds Fund means the fund created pursuant to Article V of this Indenture

Dissemination Agent means U.S. Bank Trust Company, National Association, a national banking association, and its successors and assigns, acting as dissemination agent under the provisions of the Continuing Disclosure Agreement.

Elementary School Campus means the approximately 74,000 square-foot School Facilities located at 7250 East Ramsey Parkway, Ramsey, Minnesota, used as a public charter schoolhouse and to be improved, bettered, and equipped with certain of the proceeds of the Series 2022 Bonds and also including any Improvements thereto in the future which may or may not be funded with proceeds of Additional Bonds.

EMMA means the Electronic Municipal Market Access system established by the Municipal Securities Rulemaking Board (the "MSRB") with the support of the Securities and Exchange Commission, which can be accessed on the date hereof at www.emma.msrb.org.or any successor system established by the MSRB.

Environmental Regulations means CERCLA, RCRA, the MERLA, and other similar applicable federal, state or local environmental laws, statutes, regulations, requirements and ordinances.

Event of Default mean with respect to any Event of Default under the Loan Agreement, this Indenture or any other Security Document, any occurrence or event specified and defined by the Loan Agreement, any other Security Document, or by Section 8.1 of this Indenture.

Exempt Organization or Tax-Exempt Organization means a governmental unit, an entity described in Section 501(c)(3) of the Code, or a limited liability company that is a disregarded entity for federal income tax purposes and whose sole member (or, if different, beneficial owner for federal income tax purposes) is an entity described in Section 501(c)(3) of the Code and is disregarded by its sole member for federal income tax purposes.

Expense Fund means the fund created pursuant to Article V of this Indenture.

Favorable Opinion of Bond Counsel means an opinion of Bond Counsel addressed to the Issuer and the Trustee to the effect that the action proposed to be taken is not prohibited by the laws of the State and, with respect to any Tax-Exempt Bonds, will not adversely affect any exclusion from gross income for federal income tax purposes of interest on any Tax-Exempt Bonds.

Fiscal Year means any period of twelve (12) consecutive months adopted by (a) the Charter School as its fiscal year for financial reporting purposes and initially means the period beginning July 1 of each year and ending on June 30 of the next year, and (b) the Company as its fiscal year for financial reporting purposes and initially means the period beginning July 1 of each year and ending on June 30 of the next year.

General Education Funding means the sum of the Charter School's basic revenue, extended time revenue, gifted and talented revenue, basic skills revenue, training and experience revenue, secondary sparsity revenue, elementary sparsity revenue, transportation sparsity revenue, total operating capital revenue, equity revenue, alternative teacher compensation revenue, and transition revenue as currently identified under Code 01S211 (or any successor code thereto) in the

Minnesota Department of Education State Aids Reports, or any successor provision for general educational funding under State law.

Generally Accepted Accounting Principles or GAAP means those accounting principles applicable in the preparation of financial statements of the Company or the Charter School, as applicable, as promulgated by the Financial Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants.

Governmental Obligations means direct general obligations of (including obligations issued or held in book entry form on the books of the Department of the Treasury) of the United States of America.

Gross Revenues means the same as defined in the Pledge Agreement.

Hazardous Substance means the dangerous, toxic or hazardous pollutants, chemical wastes or substances as defined in CERCLA, RCRA, or MERLA, or any other similar federal, state or local environmental laws, statutes, regulations, requirements and ordinances.

Improvement(s) means any addition, enlargement, betterment, improvement, extension, or alteration of or to the School Facilities as they then exist, and any fixtures, structures or other facilities acquired or constructed by the Company or the Charter School and located on the site of the School Facilities.

Indebtedness means (a) all indebtedness of the obligor for borrowed money incurred or assumed by the obligor, and all purchase money mortgages, installment purchase contracts, leases, guaranties, or other similar instruments in the nature of a borrowing by which the obligor will be unconditionally obligated to pay; (b) the capitalized value of the liability under any lease of real or personal property; and (c) any guaranties of any obligation or indebtedness of another Person.

Indenture means this Indenture of Trust, dated as of September 1, 2022, between the Issuer and the Trustee, pursuant to which the Bonds are authorized to be issued, including any indenture supplemental hereto and any amendments hereof.

Independent Accountant means any certified public accounting firm licensed to practice in the State (which may be the firm of accountants that regularly audits the books and accounts of the Company or the Charter School, as applicable) from time to time selected by the Company or the Charter School, as applicable, and who is not a full-time employee, director or shareholder of the Issuer or the Company or the Charter School.

Independent Architect means a person selected by the Company or School who is a registered architect in the State, and who is not a full-time employee, director or shareholder of the Issuer, Charter School, or the Company.

Independent Consultant means a management consultant, bookkeeper or certified public accountant selected by the Charter School or the Company experienced in the management, operation and/or financing of charter schools in the State.

Independent Counsel means an attorney duly admitted to practice law before the highest court of any state and who is not a full-time employee, director or shareholder of the Issuer, the Company, or the Charter School.

Insurance Consultant means a person or firm not employed full-time by the Company or the Charter School selected by the Charter School or the Company, which is recognized as knowledgeable about insurance for public schools.

[Intercreditor Agreement means the Intercreditor Agreement, dated as of September 1, 2022, between the Charter School, the Trustee, and the Depository Bank, and all amendments thereof and supplements thereto.] [NOTE TO DRAFTER DELETE IF NO LINE OF CREDIT WITH A BANK OR REVISE THE DEFINITION IF AN INTERCREDITOR MAY BE PROPOSED IN THE FUTURE AND IS BEING PREAPPROVED]

Interest Payment Date means June 1 and December 1 each year, commencing December 1, 2022.

Issuance Costs means costs paid or incurred by or on behalf of the Company in connection with the issuance of the Bonds and the making of the Loan by the Issuer to the Company including, without limitation, the following: payment of financial, legal, accounting and appraisal fees, expenses and disbursements; the Issuer's fees, Rating Agency fees, and expenses attributable to the issuance of the Bonds; the costs of printing, engraving and reproduction services; legal fees and expenses for Bond Counsel, Issuer's counsel, Trustee's counsel, Underwriter's counsel and counsel to the Company and the Charter School; the initial or acceptance fee of the Trustee; and all other fees, charges and expenses incurred in connection with the issuance of the Bonds and the preparation and filing or recording of this Indenture and of any document, including the School Documents, the Company Documents and the Security Documents, relating to the issuance of the Bonds, including any other costs within the meaning of Section 147(g) of the Code.

Issuer means the City of Ramsey, Minnesota, a home rule charter city and political subdivision organized and existing under the Constitution and laws of the State, and any successor to the functions thereof.

Issuer Documents means this Indenture, the Loan Agreement, the Bond Purchase Agreement, **[the Bank Qualified Fee Agreement,]** and any other document executed and delivered by the Issuer in connection with the issuance of a series of Bonds.

Issuer Fee means $_____.

Issuer Indemnified Party or Issuer Indemnified Parties means the Issuer, its past, present, and future governing body members, manager, administrator, executive director, officers, employees, legal counsel, advisors, and agents, individually and collectively.

Issuer Representative means the mayor, manager, administrator, executive director, or clerk of the Issuer and any other officer, official, employee, person or persons at the time designated to act on behalf of the Issuer by written certificate furnished to the Company and the Trustee containing the specimen signatures of such person or persons and signed on behalf of the Issuer by its duly authorized agent. Such certificate may designate an alternate or alternates.

Issuer's Unassigned Rights means amounts payable to the Issuer under Sections 4.2(b) and 4.3 of the Loan Agreement; right of the Issuer to access the School Facilities under Section 7.2 of the Loan Agreement; rights of the Issuer to inspect the books and records of the Company under Sections 7.2 of the Loan Agreement; indemnification of the Issuer under Section 8.2 of the Loan Agreement; the right of the Issuer to receive notices, reports, opinions, financial statements and the like; the right, where granted to the Issuer, to approve and withhold approval or consent of matters requiring the approval or consent of the Issuer; and payment to the Issuer of all amounts owing to the Issuer under Sections 9.4 and 10.1 of the Loan Agreement.

Late Payment Rate means ten percent (10%) per annum.

Lease means the **[[Lease Agreement], dated as of September 1, 2022, between the Company, as landlord, and the Charter School, as tenant, with respect to the lease of the School Facilities, and any amendment or supplement thereto.]**

Lease Payment(s) or Rent Payment(s) or Lease/Rent Payment(s) means all payments due from the Charter School, as lessee, to the Company, as lessor, pursuant to the Lease.

Letter of Representations means when all the Bonds of a Series are Depository Bonds, any letter of representation of the Issuer with the Depository executed by the Issuer and any amendments thereto or successor agreements between the Issuer and the Depository.

Line of Credit means the revolving line of credit between the Charter School and the Depository Bank as the same may be amended or extended in the future, and any successor line of credit thereto, provided that no revolving line of credit may provide for a maximum amount of credit that exceeds the amount of allowable Short-Term Indebtedness under the Pledge Agreement.

Loan Agreement means the Loan Agreement, dated as of September 1, 2022, between the Issuer and the Company, and any amendments and supplements thereto.

Loan Repayments means the payments required to be made by the Company pursuant to Section 4.2(a) of the Loan Agreement.

Long-Term Indebtedness means all Indebtedness the final maturity of which (taking into account any extensions available at the sole option of the Company or the Charter School, as applicable) is greater than one (1) year after the initial incurrence thereof.

Majority Bondholder(s) means any Bondholder or Bondholders who, in the aggregate, are the beneficial owners of greater than fifty percent (50%) of the Outstanding principal amount of the Bonds; provided that Bonds held by the Company, the Charter School or any affiliate thereof shall be disregarded in making such determination, unless one hundred percent (100%) of the Outstanding Bonds are held by the Company, the Charter School or any affiliate thereof.

MDE means the Minnesota Department of Education, or any successor thereto.

MERLA means the Minnesota Environmental Response and Liability Act or any successor State law thereto.

Monthly Deposit means the monthly deposit into the Capital Repair and Replacement Fund, which shall initially be $_____, commencing _____ 20, 20___, as such amount may be increased pursuant to the Loan Agreement.

Moody's means Moody's Investors Service, its successors and assigns and, if such corporation shall be subsequently dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Company by notice to the Trustee.

Mortgage means the Mortgage, Security Agreement, and Assignment of Rents, dated as of September 1, 2022, between the Company, as mortgagor, and the Trustee, as mortgagee, and all amendments thereof and supplements thereto.

Mortgaged Property shall have the meaning ascribed to such term in the Mortgage.

Net Income Available for Debt Service means, for any period of determination thereof, the aggregate Pledged Revenues of the Charter School for such period minus the total Operating Expenses for such period but excluding from Operating Expenses for purposes of this calculation: (a) interest expense and (b) Lease Payments attributable to principal of and interest on the Bonds and deposits to the Capital Repair and Replacement Fund and the Expense Fund.

Operating Accounts means individually or collectively the bank account or accounts maintained by the Charter School at the Depository Bank from which it pays its operating expenses in the ordinary course, which bank account or accounts shall all be subject to the Account Control Agreement.

Operating Expenses means all fees and expenses incurred in the general operation of the Charter School as determined in accordance with Generally Accepted Accounting Principles, including but not limited to items such as (a) salaries, wages, benefits, payroll taxes, and other expenses for teachers and staff employed by the Charter School; (b) the cost of material and supplies used for current operations of the Charter School; (c) the cost of vehicles owned or leased by the Charter School; (d) the cost of equipment leases and service contracts; (e) taxes upon the operations of the Charter School not otherwise mentioned in the Loan Agreement; (f) Charter School administrative and legal expenses; (g) costs and expenses incurred by the Charter School with respect to the Project Buildings, including maintenance, repair expenses, and utility expenses; (h) miscellaneous operating expenses; (i) advertising costs; (j) interest expense and Lease Payments allocable to interest on any Long-Term Indebtedness of the Charter School; and (k) charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which are such as may reasonably be expected to be incurred in accordance with Generally Accepted Accounting Principles, all in such amounts as reasonably determined by the Charter School; provided however, Operating Expenses shall not include (1) depreciation and amortization expenses; (2) other non-cash expenses; (3) those expenses which are actually paid from any revenues of the Charter School which are not Pledged Revenues; (4) those expenses which are actually paid from any proceeds of Long-Term Indebtedness; and (5) expenditures for capitalized assets.

Original Purchaser means, (i) with respect to the Series 2022 Bonds, the Underwriter, and (ii) with respect to any issuance of Additional Bonds, the original purchaser named in a Supplemental Indenture.

Outstanding means Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash funds or noncallable Governmental Obligations shall have been theretofore deposited with the Trustee in accordance with Article VII hereof; and

(c) Bonds in lieu of which others have been authenticated under Section 2.7, 2.8, or 3.5 hereof.

Payment Date means June 1 of each year, commencing (a) June 1, 20___, for the Series 2022A Bonds; and (b) June 1, 20___, for the Series 2022B Bonds, and (c) with respect to any Additional Bonds, the date named in any Supplemental Indenture.

Permitted Encumbrances means, as of any particular time, "permitted encumbrances" as defined in the Mortgage.

Permitted Investments means the following investments, if and to the extent the same are legal for investment, with regard to any money held as part of the funds held by the Trustee pursuant to this Indenture:

(a) bills, certificates of indebtedness, notes, bonds, or similar securities which are direct obligations of, or the principal and interest of which are unconditionally guaranteed by, the United States of America;

(b) direct and general obligations of any state of the United States of America or any municipality or political subdivision of such state, or obligations of any corporation, if such obligations are in one (1) of the two (2) highest rating categories by S&P or Moody's or, upon the discontinuance of either or both of such rating agencies, any other nationally recognized rating service;

(c) negotiable or non-negotiable certificates of deposit, time deposits, or other similar banking arrangements, issued by any nationally or state-chartered bank (including the Trustee) or trust company or any savings and loan association, domiciled in the State, if either (i) the long-term obligations of such bank or trust company are rated in one (1) of the two (2) highest rating categories by S&P or Moody's or, upon the discontinuance of either or both of such rating services, any other nationally recognized rating service or (ii) the deposits are continuously secured as to principal, but only to the extent not insured by the Federal Deposit Insurance Corporation, or similar corporation chartered by the United States of America, (A) by lodging with a bank or trust company, as collateral security, obligations described in paragraph (a) or (b) above or other marketable securities eligible

as security for the deposit of trust funds under applicable regulations of the Comptroller of the Currency of the United States of America or applicable state law or regulations, having a market value (exclusive of accrued interest) not less than the amount of such deposit, or (B) if the furnishing of security as provided in clause (A) of this paragraph is not permitted by applicable law, in such manner as may then be required or permitted by applicable state or federal laws and regulations regarding the security for the deposit of trust funds;

(d) repurchase agreements with respect to obligations listed in paragraph (a) or paragraph (b) above if entered into with a nationally or state-chartered bank domiciled in the State (including the Trustee), trust company domiciled in the State or a broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) which is a member of the Securities Investors Protection Corporation if (i) such obligations that are the subject of such repurchase agreement are delivered to the Trustee or are supported by a safekeeping receipt issued by a depository, provided that such repurchase agreement must provide that the value of the underlying obligations shall be maintained at current market value, calculated no less frequently than monthly, of not less than the repurchase price, (ii) a prior perfected security interest in the obligations which are the subject of such repurchase agreement has been granted to the Trustee, and (iii) such obligations are free and clear of any adverse third-party claims;

(e) commercial paper maturing in two hundred seventy (270) days or less and rated in the highest rating category by two (2) nationally recognized rating services;

(f) money market mutual funds invested solely in obligations listed in paragraph (a), (b), or (c) above including funds offered or managed by the Trustee or its affiliates;

(g) agreements or contracts for guaranteed investment contracts issued or guaranteed by financial institutions, United States commercial banks, domestic branches of foreign banks, United States insurance companies, or their Canadian subsidiaries. The credit quality of the issuer's or guarantor's long-term unsecured debt must be rated in one of the three highest categories by a nationally recognized rating agency;

(h) certificates or receipts issued by any nationally or state-chartered bank, domiciled in the State, trust company domiciled in the State or broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) which is a member of the Securities Investors Protection Corporation, organized and existing under the laws of the United States of America or any state thereof, the outstanding unsecured long-term debt of which is rated in either of the two (2) highest rating categories by S&P or Moody's or, upon the discontinuance of either rating services, in the capacity of custodian, which certificates or receipts evidence ownership of a portion of the principal of or interest on Governmental Obligations held (which may be in book-entry form) by such bank, trust company or broker or dealer (as defined by the Securities Exchange Act of 1934, as amended) as custodian;

(i) tax-exempt obligations (as defined in section 150(a)(6) of the Code and which are not "investment property" as defined in Section 148(b)(2) of the Code) rated at the time of purchase in one of the two (2) highest rating categories by S&P or Moody's or,

upon the discontinuance of either rating service or both of such rating services, any other nationally recognized rating service;

(j) deposits in interest-bearing, time deposits or certificates of deposit or similar arrangements (without regard to whether such deposits or arrangements are insured by the Federal Deposit Insurance Corporation (the "FDIC") of any lead bank of a bank holding company which has at least an "A-1" or "prime-one" rating or their equivalents from S&P or Moody's, or their successors, or certificates of deposit of any national bank if the amount thereof is fully insured by the FDIC;

(k) U.S. dollar denominated deposit accounts, federal funds with domestic commercial banks which have a rating on their short -term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than three hundred sixty (360) days after the date of purchase (ratings on holding companies are not considered as the rating of the bank.); and

(l) any investments which are legal investments under Minnesota Statutes, Chapter 118A.

Plans and Specifications means the plans and specifications for construction and installation of a Project (including the 2022 Project), to be approved by the Company and available for inspection by the Trustee, as the same may be modified from time to time in accordance with provisions of the Loan Agreement.

Pledge Agreement means the Pledge and Covenant Agreement, dated as of September 1, 2022, between the Charter School and the Trustee, and all amendments thereof and supplements thereto.

Pledged Assets shall have the meaning provided in the Pledge Agreement.

Pledged Revenues shall have the meaning provided in the Pledge Agreement.

[PPP Loan means the unsecured forgivable loan in a principal amount of approximately $_____ with _____ under the United States Small Business Administration Payroll Protection Program which the Charter School received on _____, 20___, and any other unsecured forgivable loan under the United States Small Business Administration Payroll Protection Program or similar State or federal relief program.] [NOTE TO DRAFTER, DELETE IF SCHOOL DID NOT RECEIVE ANY PPP FUNDS]

Principal and Interest Requirements on Long-Term Indebtedness means, for any Fiscal Year, the amount required to pay the interest and principal for Long-Term Indebtedness of the Company and the Charter School in such Fiscal Year, excluding "funded interest" from the proceeds of Indebtedness and, excluding the amount of money actually on deposit in the Reserve Fund as of the date of calculation, to be determined on the assumption that all Bonds will be retired at their stated maturities except for those Bonds or Long-Term Indebtedness which are required by this Indenture to be redeemed prior to their stated maturities from sinking fund payments the Company or the Charter School is required by the Loan Agreement to make for such a purpose,

which Bonds will be assumed to be retired on their respective scheduled mandatory redemption dates.

Prior Bonds means the Issuer's $10,765,000 Lease Reserve Refunding Bonds (PACT Charter School Project) Series 2013A currently outstanding in the principal amount of $_____.

Prior Bonds Redemption Date means _____, 2022.

Prior Note means that certain Promissory Note dated June 30, 2020 by the Company to Propel Nonprofits currently outstanding in the principal amount of $_____.

Prior Obligations means, collectively, the Prior Bonds and the Prior Note.

Prior Trustee means Wells Fargo Bank, National Association.

Project means the 2022 Project and any other project funded with Additional Bonds.

Project Building means, collectively, (a) the improvements, machinery, equipment, and other tangible property on the site of the School Facilities and the Improvements, machinery, equipment, and other tangible property that will be acquired, constructed, installed, and equipped on the site of the School Facilities with proceeds of the Bonds; and (b) any item of machinery, equipment, or other tangible property acquired in substitution for, or as a renewal or replacement of, or a modification or improvement to, any property described in item (a), pursuant to the provisions of Section 4.4 of the Loan Agreement.

Project Costs means all expenses which are properly chargeable to a Project (including the 2022 Project) under Generally Accepted Accounting Principles, or which are incidental to the acquisition, construction, and installation of a Project (including the 2022 Project), or which are otherwise financeable under the Act, including, without limiting the generality of the foregoing:

(a) all expenses incurred in connection with the acquisition of the School Facilities and other real property, or any interest in real property, necessary for a Project or mortgaging of the site of the School Facilities, including title insurance;

(b) the expense of preparation of the Plans and Specifications and of all other architectural, engineering, testing, and supervisory services incurred and to be incurred in the planning, construction, and completion of a Project;

(c) the cost of acquisition and installation of all items of equipment, machinery, or furnishings included in a Project;

(d) premiums on all insurance relating to construction during the period before completion of a Project, to the extent that such premiums are not paid by a contractor;

(e) the contract price of all labor, services, materials, supplies, equipment, and remodeling furnished under a construction contract;

(f) all expenses incurred in seeking to enforce any remedy against a contractor, any subcontractor, or any surety in respect of any default under any construction contract;

(g) the cost of all other labor, services, materials, supplies, and equipment necessary to complete the acquisition, renovation, construction, expansion, and equipping of a Project;

(h) all interest accruing on money borrowed by the Company for financing Project Costs during construction and up to six (6) months thereafter;

(i) all fees and expenses of the Trustee and any paying agent relating to the Bonds that become due before the completion of a Project;

(j) all advances, payments and expenditures made or to be made by the Issuer, the Trustee, and any other person with respect to any of the foregoing expenses;

(k) amounts required to repay temporary loans or advances of funds of the Company or the Charter School or their affiliates made after the date which is sixty (60) days prior to the date of the applicable reimbursement resolution in which the Company or its affiliate expressed its intent to incur long-term indebtedness to finance such expenditure or otherwise permitted to be reimbursed under the applicable IRS regulations and guidance; and

(l) without limitation by the foregoing, all other expenses which under Generally Accepted Accounting Principles constitute necessary capital expenditures for the 2022 Project and are authorized by the Act to be paid from the proceeds of the Bonds.

Rating Agency means S&P or Moody's.

RCRA means the Federal Resource Conservation and Recovery Act of 1976.

Rebate Analyst means the Rebate Analyst described in Article V of this Indenture.

Rebate Fund means the fund created pursuant to Article V of this Indenture.

Record Date means, with respect to any Interest Payment Date (a) in the case of Bonds which are not Depository Bonds, the Trustee's close of business on the 15th day of the calendar month next preceding such Interest Payment Date, regardless of whether such day is a Business Day, (b) in the case of Depository Bonds, the Trustee's close of business on the 15th day of the calendar month next preceding such Interest Payment Date, and (c) in the case of Bonds, regardless of whether or not the Bonds are Depository Bonds, if the Interest Payment Date is the 15th day of the calendar month, the Trustee's close of business on the 1st day of the calendar month next preceding such Interest Payment date, regardless of whether such day is a Business Day.

Refunding Fund means the fund created pursuant to Article V of this Indenture.

Registered Owner means the person in whose name a Bond is registered on the books maintained for the registration of Bonds, initially, Cede & Co. as nominee of DTC or any successor nominee of the Depository.

Released Property means any Mortgaged Property released from the Mortgage pursuant to the provisions of Section 4.5 of the Mortgage and Section 8.5 of the Loan Agreement.

Reserve Fund means the fund created pursuant to Article V of this Indenture.

Reserve Fund Requirement means (i) $_____ with respect to the Series 2022 Bonds and, (ii), with respect to any series of Additional Bonds, the least of (a) ten percent (10%) of the stated principal amount of such Bonds (or ten percent (10%) of the issue price in the event the such Bonds have more than a de minimis amount of original issue discount or premium); (b) the maximum annual debt service with respect to such Bonds; (c) one hundred twenty-five percent (125%) of the average annual debt service on such Bonds; or (d) the amount required by the Original Purchaser with respect to such Additional Bonds.

Responsible Officer means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

Revenue Fund means the fund created pursuant to Article V of this Indenture.

School Documents means the Bond Purchase Agreement, the Lease, the Continuing Disclosure Agreement, the Pledge Agreement, the Account Control Agreement, **[the Intercreditor Agreement,]** the Subordination Agreement, the Disbursing Agreement, the Tax Certificate, **[the Bank Qualified Fee Agreement,]** and any other document executed by the Charter School in connection with the issuance of Bonds.

School Facilities means, collectively, the Elementary School Campus and the Upper School Campus.

Security Agreements or Security Documents means, collectively, this Indenture, the Loan Agreement, the Lease, the Mortgage, the Assignment of Lease, the Intercreditor Agreement, the Account Control Agreement, the Disbursing Agreement, the Collateral Assignment, the Subordination Agreement, and the Pledge Agreement, all as the same may be amended or supplemented from time to time.

Series 2022 Bonds means, together, the Series 2022A Bonds and the Series 2022B Bonds.

Series 2022A Bonds means the Charter School Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2022A, in the original aggregate principal amount of $_____, and issued by the Issuer under and secured by this Indenture.

Series 2022B Bonds means the Taxable Charter School Lease Revenue Refunding Bonds (PACT Charter School Project) Series 2022B, in the original aggregate principal amount of $_____, and issued by the Issuer under and secured by this Indenture.

Short-Term Indebtedness means all Indebtedness the final maturity of which is one (1) year or less after the initial incurrence thereof and which is not renewable at the option of the Company or the Charter School, as applicable, for a term greater than one (1) year or less after the initial incurrence thereof unless, by the terms of such Indebtedness, no such Indebtedness is permitted to be outstanding thereunder for a period of at least twenty (20) consecutive days during each Fiscal Year.

Significant Bondholder means any Bondholder of $1,000,000 or greater of Outstanding principal amount of the Bonds.

S&P means S&P Global Ratings, its successors, and their assigns, and if such entity shall be dissolved or liquidated or shall no longer perform the functions of a municipal securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized municipal securities rating agency designated by the Company (other than Moody's) by notice to the Trustee.

Special Record Date means that date specified by the Trustee for the payment of any defaulted interest.

State means the State of Minnesota.

State Aid Revenues Account or Sweep Account means the State Aid Revenues Account established and maintained pursuant to the Pledge Agreement by the Charter School at the Depository Bank and in which the Trustee has a security interest pursuant to the Account Control Agreement.

Subordination Agreement means the Subordination, Non-Disturbance and Attornment Agreement, dated as of September 1, 2022, between the Trustee, the Company, and the Charter School, and as it may be amended or supplemented from time to time.

Supplemental Indenture means any supplemental indenture which supplements or amends this Indenture.

Taxable Account means the Taxable Account within the Reserve Fund created pursuant to Article V of this Indenture.

Tax Certificate means (i) with respect to the Series 2022 Bonds, the Tax Regulatory Agreement, dated the Date of Issuance, between the Company and the Charter School, and endorsed by the Issuer, as it may be amended from time to time, and (ii) with respect to any series of Additional Bonds, the tax certificate or similar agreement entered into by the Company and the Charter School and the Issuer or endorsed by the Issuer, as applicable, certifying to certain matters in order for Bond Counsel to be able to deliver its tax-exemption opinion letter with respect to any series of Additional Bonds that are Tax-Exempt Bonds.

Tax-Exempt Account means the Tax-Exempt Account within the Reserve Fund created pursuant to Article V of this Indenture.

Tax-Exempt Bonds means the Series 2022A Bonds and any Additional Bonds the interest on which is intended to be excluded from gross income for federal income tax purposes.

Term of the Loan Agreement means the term of the Loan Agreement as specified in Section 11.1 of the Loan Agreement.

Title Insurer means Land Title Inc., a Minnesota corporation, its successors, and assigns.

Trustee means U.S. Bank Trust Company, National Association, a national banking association with a designated corporate trust office in Saint Paul, Minnesota, as trustee under this Indenture, and successors in trust and assigns.

Trust Estate means the property conveyed to the Trustee pursuant to the Granting Clauses of the Indenture.

2022 Project means the same as defined in the recitals of this Indenture.

2022 Project Fund means the fund created pursuant to Article V of this Indenture.

UCC means the Minnesota Uniform Commercial Code, Minnesota Statutes, Chapter 336, as amended, and any successor statute(s) thereto.

Underwriter means Robert W. Baird & Co., Incorporated, the Original Purchaser of the Series 2022 Bonds.

Upper School Campus means the approximately 115,000 square-foot School Facilities to be constructed at 7633 161st Avenue NW, Ramsey, Minnesota, to be used as a public charter schoolhouse and to be acquired, constructed, and equipped with certain of the proceeds of the Series 2022 Bonds and also including any Improvements thereto in the future which may or may not be funded with proceeds of Additional Bonds.

Value means that value, which may be determined by the use of any national pricing service or firm to assist in such determination, and which shall be determined between forty-five (45) and sixty (60) days prior to each Interest Payment Date, of the cash and any investments in the Reserve Fund, which shall be calculated by the Trustee, which may engage the pricing service of any national pricing firm to assist in such determination, as follows: (a) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times), the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination; (b) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times, the average bid price at such time of determination for such investments by any two (2) nationally recognized government securities dealers at the time making a market in such investments or the bid price published by a nationally recognized pricing service; (c) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; (d) as to cash, the actual amount thereof; and (e) as to any investment not specified above, the cost

thereof, provided, that in determining Value the Trustee does not have any duty to independently value any asset or an obligation other than the price provided by pricing services and sources relied upon by the Trustee.

SECTION 1.2. Rules of Construction. The following rules shall apply to the construction of this Indenture unless the context clearly indicates to the contrary:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) The terms "herein," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Indenture. The term "heretofore" means before the date of this Indenture and the term "hereafter" means after the date of this Indenture.

(c) Words importing the redemption or calling for redemption of Bonds shall not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(d) Articles and Sections mentioned by number only are the respective articles and sections of this Indenture so numbered. References to "this Article," "this Section" or "this subsection" shall refer to the particular article, section, or subsection in which such reference appears. All references herein to particular Articles or Sections are references to Articles or Sections of this Indenture.

(e) The headings herein are solely for convenience of reference and shall not constitute a part of this Indenture nor shall they affect its meaning, construction, or effect.

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ARTICLE II

THE BONDS; AND THE SERIES 2022 BONDS

SECTION 2.1. Authorized Amount of the Bonds; All Bonds Equally and Ratably Secured. No Bonds may be issued under this Indenture except in accordance with this Article. The aggregate principal amount of the Series 2022A Bonds that may be issued under this Indenture is $_____, and the aggregate principal amount of the Series 2022B Bonds that may be issued under this Indenture is $_____.

Except as hereinafter provided, all Bonds issued under this Indenture and at any time Outstanding shall in all respects be equally and ratably secured hereby, without preference, priority or distinction on account of the date or dates or the actual time or times of the issue or maturity of the Bonds, so that all Bonds at any time issued and Outstanding hereunder shall have the same right, lien and preference under and by virtue of this Indenture, and shall all be equally and ratably secured hereby.

SECTION 2.2. Issuance of Bonds and Series 2022 Bonds.

(a) The Bonds shall be dated as of the date of initial authentication and delivery thereof. The Bonds shall bear interest on the basis of a 360-day year composed of twelve (12) thirty (30) day months, from their date until payment of principal has been made or provided for, payable on each Interest Payment Date, except that Bonds that are delivered upon transfer, exchange or other replacement shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or if no interest has been paid, from the Date of Issuance.

(b) The Series 2022 Bonds shall be designated "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022A" and "Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022B," respectively. The Series 2022 Bonds shall be issuable only in fully registered form in minimum denominations of $5,000 or any integral multiple of $5,000 in excess thereof. Unless the Issuer shall otherwise direct, the fully registered Series 2022A Bonds and Series 2022B Bonds shall each be numbered consecutively from R-1 upward.

(c) The Series 2022 Bonds shall be dated as of their date of original issuance and shall be authenticated initially as of their date of original issuance and thereafter as of the Interest Payment Date next preceding the date of issue (pursuant to Section 2.4 hereof), exchange or transfer, unless the date of such issuance, exchange or transfer is an Interest Payment Date, in which case the date of authentication shall be that Interest Payment Date. If payments of the interest on the Series 2022 Bonds shall be in default, Series 2022 Bonds issued in exchange for Series 2022 Bonds surrendered for transfer or exchange shall be authenticated as of the date to which interest has been paid in full on the Series 2022 Bonds surrendered or, if no interest has been paid on the Series 2022 Bonds, the date of the first authentication and delivery of Series 2022 Bonds hereunder.

(d) The Series 2022 Bonds shall bear interest from their dated date, payable semiannually on each Interest Payment Date; provided that during the occurrence and continuance

of an Event of Default, the Series 2022 Bonds shall bear interest at the Late Payment Rate and, from and after a Determination of Taxability, the Series 2022A Bonds shall bear interest at the Series 2022A Taxable Rate.

(e) The Series 2022A Bonds mature in the years and bear interest at the rates set forth in the table below.

Series 2022A Bonds

Maturity Date (June 1)	Principal Amount	Interest Rate

(f) The Series 2022B Bonds mature in the years and bear interest at the rates set forth below.

Series 2022B Bonds

Maturity Date (June 1)	Principal Amount	Interest Rate

(g) The principal of and premium, if any, on the Series 2022 Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Trustee in Saint Paul, Minnesota, or of its successor in trust, or at the duly designated office of any paying agents. Payment of interest on any Bond shall be made to such person as is the Registered Owner thereof on the Record Date or the Special Record Date, as the case may be, and shall be paid by check or draft mailed to such person as is the Registered Owner on the Record Date or the Special Record Date, as the case may be, at the Registered Owner's address as it appears on the registration books of the Issuer. Interest shall also be payable by wire transfer to an account in a domestic financial institution designated in writing to the Trustee on or before the appropriate record date, upon request by, and at the expense of, a Registered Owner of at least $1,000,000 in initial aggregate principal amount of the Series 2022 Bonds.

(h) The Trustee is hereby designated and agrees to act as Bond Registrar and paying agent for and in respect to the Bonds, including the Series 2022 Bonds. The Issuer hereby agrees

to cooperate with the Trustee and the Company, when requested and at the Company's expense, in designating any additional paying agents and in making available funds hereunder for the payment of such of the Bonds as shall be presented when due at the principal office(s) of such additional paying agent(s).

SECTION 2.3. Execution; Special, Limited Obligations. The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signatures of the officers of the Issuer designated to sign the Bonds in a resolution of the Issuer, under the official seal, or a facsimile thereof, of the Issuer. Any facsimile signature shall have the same force and effect as if said officers had manually signed the Bonds. Any reproduction of the official seal of the Issuer on the Bonds shall have the same force and effect as if the official seal of the Issuer had been impressed on the Bonds, and the seal may be omitted as authorized by law.

In case any officer of the Issuer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the authentication by the Trustee and delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery; and any Bond may be signed on behalf of the Issuer by such persons as, at the time of execution of such Bond, shall be the proper officers of the Issuer, even though at the date of such Bond or of the execution and delivery of this Indenture any such person was not such officer.

THE BONDS AND THE INTEREST THEREON ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER PAYABLE EXCLUSIVELY FROM THE TRUST ESTATE. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OF OR A CHARGE AGAINST THE GENERAL CREDIT OF THE ISSUER AND THE BONDS ARE NOT SECURED BY A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE ISSUER, THE COUNTY, THE STATE, OR OF ANY POLITICAL SUBDIVISION THEREOF.

NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THE BONDS AGAINST ANY PAST, PRESENT, OR FUTURE GOVERNING BODY MEMBERS, MANAGER, ADMINISTRATOR, EXECUTIVE DIRECTOR, OFFICERS, EMPLOYEES, LEGAL COUNSEL, ADVISORS, AND AGENTS OF THE ISSUER, OR OF ANY SUCCESSOR TO THE ISSUER, AS SUCH, EITHER DIRECTLY OR THROUGH THE ISSUER OR ANY SUCCESSOR TO THE ISSUER, UNDER ANY RULE OF LAW OR EQUITY, STATUTE, OR CONSTITUTION, OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, AND ALL SUCH LIABILITY OF ANY SUCH GOVERNING BODY MEMBERS, MANAGER, ADMINISTRATOR, EXECUTIVE DIRECTOR, OFFICERS, EMPLOYEES, LEGAL COUNSEL, ADVISORS, AND AGENTS, AS SUCH, IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND CONSIDERATION FOR THE EXECUTION AND ISSUANCE OF THE BONDS.

SECTION 2.4. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond shall have been duly executed by the Trustee, which, with respect to the Series 2022A Bond and Series 2022B Bond shall be substantially in the forms set forth on

EXHIBIT A and EXHIBIT B, respectively, attached hereto, with appropriate variations, omissions, and insertions as permitted or required by this Indenture, and such executed certificate of authentication of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated, registered, and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer execute the certificate of authentication on all of the Bonds.

SECTION 2.5. Form of Bonds. Subject to the provisions of Section 2.4 hereof, the Series 2022A Bonds and the Series 2022B Bonds shall be in substantially the forms set forth in the attached EXHIBIT A and EXHIBIT B, respectively.

SECTION 2.6. Delivery of Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate and deliver to the Original Purchaser (i) the Series 2022A Bonds in the aggregate principal amount of $_____ and (ii) the Series 2022B Bonds in the aggregate principal amount of $_____, as hereinafter in this Section provided.

Prior to the delivery by the Trustee of the Series 2022 Bonds there shall be filed with the Trustee:

(a) [Intentionally omitted.]

(b) A copy, duly certified by the Issuer Representative (or other authorized representative of the Issuer), of the resolution adopted by the governing body of the Issuer on June 14, 2022 (the "Resolution"), authorizing the issuance of the Series 2022 Bonds and the execution and delivery of this Indenture, the Loan Agreement, and the Bond Purchase Agreement.

(c) Original executed counterparts of each of the Issuer Documents, the School Documents, the Company Documents and any Security Documents.

(d) A request and authorization to the Trustee on behalf of the Issuer and signed by the official(s) specified in the Resolution, to authenticate and deliver the Series 2022A Bonds in the original aggregate principal amount of $_____ and the Series 2022B Bonds in the original aggregate principal amount of $_____, upon payment to the Trustee, for the account of the Issuer, of a sum specified in such request and authorization.

(e) An executed opinion of Bond Counsel, to the effect that the Series 2022 Bonds have been authorized, issued, and delivered and that the interest on the Series 2022A Bonds is excludable from the gross income of the Holders for federal income tax purposes, and, to the same extent, is excludable from the net taxable income of Holders who are individuals, estates, and trusts for State income tax purposes, subject to customary exceptions.

(f) Such other documents as Bond Counsel, the Trustee, or the Original Purchaser may reasonably request and provide to the Trustee with directions to hold as a repository.

SECTION 2.7. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond of like series, date, interest rate, maturity and denomination to the mutilated, lost, stolen or destroyed Bond, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with an indemnity satisfactory to the Trustee. In the event any such Bond (except a mutilated Bond) shall have matured, instead of issuing a duplicate Bond, the Trustee, on behalf of the Issuer, may pay the same without surrender thereof, making such requirements as it deems fit for its protection, including a lost instrument bond. The Trustee may charge the Bondholder of such Bond with its reasonable fees and expenses for such service.

Every substitute Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, mutilated, stolen, destroyed, or improperly canceled shall constitute an additional contractual obligation of the Issuer, whether or not the lost, destroyed or improperly canceled Bond shall be at any time enforceable, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds duly issued hereunder. All Bonds shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing provisions are exclusive with respect to the replacement or payment of lost, mutilated, stolen, destroyed or improperly canceled Bonds, notwithstanding any law or statute now existing or hereafter enacted.

SECTION 2.8. Registration, Transfer and Exchange of the Bonds; Persons Treated as Bondholders. The Trustee is hereby constituted and appointed the Bond Registrar of the Issuer and shall keep for and on behalf of the Issuer books for the registration and for the transfer of the Bonds as provided in this Indenture. The principal of any Bond shall be payable only to or upon the order of the Registered Owner or its legal representative. Upon surrender for transfer of any Bond at the designated corporate trust office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or its attorney duly authorized in writing, the Issuer shall execute, and the Trustee shall authenticate, date, and deliver in the name of the transferee or transferees a new Bond or Bonds for a like aggregate principal amount.

Bonds may be exchanged at the designated corporate trust office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series, date, interest rate and maturity. The Issuer shall execute, and the Trustee shall authenticate and deliver Bonds which the Registered Owner making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the Issuer of any Bond of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

In each case, the Trustee shall require the payment by the Registered Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and of any other expenses necessarily incurred in connection with such transfer.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

SECTION 2.9. Cancellation of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture, upon payment of the principal amount or interest represented thereby, or for replacement pursuant to Section 2.7 hereof or for transfer pursuant to Section 2.8 hereof, such Bond shall be promptly canceled by the Trustee.

SECTION 2.10. Temporary Bonds. Until Bonds in definitive form are ready for delivery, the Issuer may execute, and upon the request of the Issuer, the Trustee shall authenticate and deliver, subject to the provisions, limitations and conditions set forth above, one or more Bonds in temporary form, whether printed, typewritten, lithographed or otherwise produced, substantially in the form of the definitive Bonds, with appropriate omissions, variations and insertions, and in authorized denominations. Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the lien and benefit of this Indenture. Upon the presentation and surrender of any Bond or Bonds in temporary form, the Issuer shall, without unreasonable delay, prepare, execute and deliver to the Trustee, and the Trustee shall authenticate and deliver, in exchange therefor, a definitive Bond or definitive Bonds. Such exchange shall be made by the Trustee without making any charge therefor to the registered owner of such Bond in temporary form. Such temporary bonds will be numbered consecutively upward from T-1.

SECTION 2.11. Book-Entry Provisions.

(a) Notwithstanding the other provisions of this Indenture regarding registration, ownership, transfer, payment and exchange of the Bonds, unless the Issuer determines to permit the exchange of Depository Bonds for Bonds in the denominations provided in Section 2.2(b) hereof, the Bonds shall be issued as Depository Bonds in denominations of the entire principal amount of a particular maturity of each series of Bonds (or if a portion of said principal amount is prepaid, said principal amount less the prepayment amount); such Bonds to be registered in the name of the Depository or its nominee. The Bonds shall be solely in the denomination of the entire principal amount of a particular maturity except as provided in this Section. So long as the Bonds are held by DTC as Depository, the Trustee shall comply with the provisions of the Letter of Representations between the Issuer and DTC. So long as the Bonds are Depository Bonds, the Issuer and the Trustee shall be entitled to treat the Depository or its nominee as the absolute owner of the Bonds for all purposes of this Indenture, and neither the Issuer nor the Trustee shall have any responsibility or obligation to any beneficial owner of the Bonds. Without limiting the immediately preceding sentence, so long as the Bonds are Depository Bonds, neither the Issuer nor the Trustee shall have any responsibility or obligation with respect to (i) the accuracy of the records of any Depository with respect to any ownership interest in the Bonds; (ii) the delivery to any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption or refunding; (iii) any consent given by the Depository as Registered Owner of the Bonds; (iv) the selection of the particular Bonds or portions thereof to be redeemed or refunded in the event of a partial redemption or refunding of part of the Bonds Outstanding; or (v)

the payment to any person, other than the Depository, of any amount with respect to the principal of, redemption premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Depository or its nominee, the Trustee may recognize demands, requests, directions, consents, objections, approvals, waivers, votes or other actions or instruments (collectively, "Bondholder Actions") by or on behalf of Beneficial Owners as if such Bondholder Actions were made by the Registered Owners of a related portion of the Bonds when such Bondholder Actions are received in compliance with an omnibus proxy of the Depository or otherwise pursuant to the rules of the Depository or when other proof of beneficial ownership and indemnification satisfactory to the Trustee is delivered to the Trustee by such Beneficial Owners.

(b) Upon (i) a determination by the Company that the Depository is no longer able to carry out its functions or is otherwise determined unsatisfactory by the Company in its sole discretion, or (ii) a determination by the Depository that the Bonds are no longer eligible for its depository services, or (iii) a notification that the Depository has resigned or discontinued its services for the Bonds, the Issuer, at the direction of the Company, shall either (A) designate a substitute depository in accordance with this Section, or (B) provide for the exchange of Depository Bonds for Bonds in the denominations provided in Section 2.2(a) hereof.

(c) If directed by the Company to do so, at the expense of the Company, the Issuer shall provide for the exchange of Depository Bonds for certificated Bonds in the denominations provided in Section 2.2(a) hereof, the Issuer shall so notify the Trustee and shall provide the Trustee with a supply of executed unauthenticated Bonds to be so exchanged. The Trustee shall thereupon notify the Owners of the Bonds and provide for such exchange.

(d) Any substitute depository shall be a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Bonds; (ii) registration and transfer of beneficial ownership of interests in the Depository Bonds by book entries made on records of the Depository and participating entities; and (iii) payment of principal of, premium, if any, and interest to the Depository participating entities.

(e) So long as the Bonds are Depository Bonds, the following provisions shall apply, notwithstanding anything to the contrary in this Indenture. The principal or redemption price of the Bonds shall be payable by the Trustee when due by wire transfer in same day funds, and if the payment is of only part of the principal hereof, the Depository or its nominee, as Registered Owner, shall upon such payment make an appropriate notation on the Bond certificate as to the amount of such partial redemption, or the Depository or its nominee, as Registered Owner, may at its option surrender the Bond for exchange for a Bond registered with the new principal amount and provided that the Bonds shall be surrendered for payment upon redemption in full or at maturity. Interest is payable by wire transfer in same day funds from the Trustee to the Depository or its nominee, as Registered Owner. The transfer permitted pursuant to Section 2.8 hereof shall occur only with respect to Bonds of a minimum denomination of the remaining principal amount of an entire maturity thereof so long as the Bonds are Depository Bonds. Depository Bonds are not exchangeable for fully registered bonds of smaller denominations except to evidence a partial

prepayment or in exchange for replacement Bonds if then available. Otherwise, the Depository or its nominee, as Registered Owner, may surrender the Bond to the Trustee and the Issuer shall execute (if necessary) and the Trustee shall authenticate and deliver to the Depository or its nominee, as Registered Owner of such Bond, a new Bond having the same stated maturity and interest rate and of the authorized denomination in aggregate principal amount equal to the unredeemed portion of the principal of the Bond so surrendered.

SECTION 2.12. Additional Bonds. The Issuer or another municipality authorized by the Act (the "Alternate Issuer"), at the request of the Company, is authorized to issue Additional Bonds secured and payable on a parity basis with the Bonds provided that, prior to the issuance of any such Additional Bonds, the following terms and conditions have been met:

(a) the Trustee has received a copy, duly certified on behalf of the Issuer or the Alternate Issuer, of the resolution adopted by the Issuer or the Alternate Issuer authorizing the issuance of such Additional Bonds and the execution and delivery of: (i) a supplemental indenture, supplementing and amending this Indenture, which supplemental indenture shall not require the approval of any Registered Owner of the Bonds, providing the date, interest rates and maturities of such Additional Bonds, options and requirements for redemption prior to maturity with respect to such Additional Bonds, deposit of proceeds to the various funds and accounts, and such other terms as may be required by reason of the foregoing and which adopts the applicable provisions of this Indenture; (ii) an amendment supplementing and amending the Loan Agreement; (iii) an amendment supplementing and amending the Mortgage; and (iv) an amendment to the Lease and each Issuer Document, Security Document, Company Document, or School Document as applicable or a new lease pursuant to which the Charter School is obligated to make additional Lease Payments sufficient to pay the principal and interest due with respect to such Additional Bonds and any related costs or expenses; and (v) such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of such Additional Bonds;

(b) the Trustee has either (i) received (A) an opinion, report, or certificate of an Independent Accountant or Independent Consultant (such as the Charter School's Independent third party business manager) selected by the Charter School to the effect that the Charter School's Net Income Available for Debt Service for the Fiscal Year immediately preceding the date on which such Additional Bonds are to be issued for which audited financial statements are available, totals at least 120% of maximum Principal and Interest Requirements on existing Long-Term Indebtedness of the Charter School (excluding such requirements for the proposed Additional Bonds but including such requirements for any Indebtedness of the Charter School to be refinanced thereby) payable in any Fiscal Year, and (B) a certificate of the Charter School Representative, verified by an Independent Accountant or Independent Consultant (such as the Charter School's Independent third party business manager) selected by the Company, to the effect that Net Income Available for Debt Service for the next Fiscal Year beginning after the Fiscal Year in which any improvements being financed by such proposed Additional Bonds are to be placed in service, or, if no improvements are to be financed thereby, beginning with the first Fiscal Year after the Fiscal Year in which the proposed Additional Bonds are to be issued, will be at least 125% of the maximum Principal and Interest Requirements on Long-

Term Indebtedness of the Charter School (including such requirements for the proposed Additional Bonds but excluding such requirements for any then outstanding Long-Term Indebtedness of the Charter School or Bonds to be refinanced by the proposed Additional Bonds) for each Fiscal Year beginning with the second Fiscal Year after the Fiscal Year in which any improvements being financed by such proposed Additional Bonds are to be placed in service, or, if no improvements are to be financed thereby, beginning with the first Fiscal Year after the Fiscal Year in which the proposed Additional Bonds are to be issued, but before the final stated maturity of all then Outstanding Bonds; or (ii) received the prior written consent of the Majority Bondholder(s) to the issuance of such Additional Bonds;

(c) the Trustee has received a certificate of the Company Representative to the effect that there is no Event of Default then existing under the Loan Agreement, the Mortgage, the Assignment of Lease, or this Indenture;

(d) the Trustee has received a certificate of the Charter School Representative to the effect that no Event of Default has occurred and is continuing under the Account Control Agreement, the Lease, or the Pledge Agreement;

(e) the Trustee has received an opinion of Bond Counsel to the effect that the issuance of such Additional Bonds will not cause interest on any Outstanding Tax-Exempt Bonds to become included in gross income for federal income tax purposes;

(f) the Trustee has received an opinion from the Counsel to the Company in form and substance acceptable to Bond Counsel and the Underwriter, as original purchaser, the sufficiency of which shall be deemed to be met by the delivery of the opinion of Bond Counsel under subsection (e) above;

(g) the Trustee has received executed counterparts of the agreements supplementing and amending the Issuer Documents, the School Documents, and the Security Documents, as applicable;

(h) the Trustee has received a request and authorization to the Trustee on behalf of the Issuer or Alternate Issuer and signed by its Issuer Representatives or Alternate Issuer representative to authenticate and deliver such Additional Bonds to the purchasers therein identified, upon payment to the Trustee, but for the account of the Issuer or the Alternate Issuer, of a sum specified in such request and authorization, plus accrued interest thereon, if any, to the date of delivery; and

(i) the Trustee has received an executed opinion of Bond Counsel to the effect that (i) the Additional Bonds have been duly authorized, executed, and delivered, and constitute the binding special, limited obligations of the Issuer or the Alternate Issuer, enforceable in accordance with their terms, subject to normal bankruptcy exceptions, and (ii) if such Additional Bonds are issued as Tax-Exempt Bonds, the interest on such Additional Bonds is not includable in gross income for federal income tax purposes.

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 3.1. Redemption Dates and Prices.

(a) Optional Redemption.

Series 2022A Bonds. The Series 2022A Bonds are subject to redemption by the Issuer at the option of the Company on June 1, 2032 and any Business Day thereafter, in whole or in part on any date, at the redemption price equal to the principal amount to be redeemed plus accrued interest to the date of redemption.

Series 2022B Bonds. The Series 2022B Bonds are not subject to optional redemption prior to maturity.

Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. If only a portion of the Bonds are redeemed, such Bonds to be redeemed shall be selected from maturities designated by the Company. If less than all of one (1) maturity is to be redeemed, Bonds of such maturity shall be selected randomly by lot in such manner determined by the Trustee.

(b) Extraordinary Redemption. The Bonds shall be subject to redemption at any time upon the occurrence of any of the following events: (i) the School Facilities or any portion thereof is damaged or destroyed or taken in a condemnation proceeding to which Section 6.2(b) of the Loan Agreement is applicable; (ii) any of the events specified in Section 10.2 of the Loan Agreement have occurred and upon the Company's exercising its option to prepay the loan pursuant to Section 10.1 of the Loan Agreement; or (iii) upon acceleration because of an Event of Default. If called for redemption at any time pursuant to clause (i) or (ii) above, the Bonds shall be subject to redemption by the Issuer prior to maturity at any time in whole or (in the case of redemption pursuant to Section 6.2(b) of the Loan Agreement) in part, in such manner as the Company may direct, less than all of such Bonds of a single maturity to be selected randomly in such manner as the Trustee may determine, such redemption to be at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

(c) Redemption upon Determination of Taxability. The Series 2022 Bonds shall be redeemed upon a Determination of Taxability, in whole but not in part, within thirty (30) days after the date of the Determination of Taxability and at a redemption price equal to one hundred three percent (103%) of the principal amount of the Series 2022A Bonds, plus accrued interest to the redemption date, and one hundred percent (100%) of the Series 2022B Bonds, plus accrued interest to the redemption date.

(d) Mandatory Sinking Fund Redemption. The Series 2022 Bonds are subject to mandatory sinking fund redemption prior to maturity, and are to be redeemed randomly by lot in such other manner as the Trustee may determine, at one hundred percent (100%) of the principal amount thereof plus accrued interest to the date of redemption, on the following dates and in the following principal amounts:

Series 2022A Bonds Maturing June 1, 20___

Payment Date (June 1)	Principal Amount	Payment Date (June 1)	Principal Amount

*

** Maturity*

Series 2022B Bonds Maturing June 1, 20___

Payment Date (June 1)	Principal Amount	Payment Date (June 1)	Principal Amount

*

** Maturity*

As and for a sinking fund for the redemption of the Bonds there shall be deposited into the Bond Fund, a sum sufficient to redeem (after credit as provided below) the applicable principal amount of the Bonds on the applicable dates at the redemption price stated above; provided that the Trustee shall not be required to call Bonds for redemption during the occurrence and continuance of an Event of Default.

At the option of the Company, to be exercised by delivery of a written certificate to the Trustee (which may be delivered by Electronic Means in accordance with Section 9.1(t) hereof) not less than forty-five (45) days next proceeding any sinking fund redemption date, the Company may (i) deliver to the Trustee for cancellation Bonds in an aggregate principal amount desired by the Company; or (ii) specify a principal amount of Bonds which, prior to said date, have been redeemed (otherwise than through mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Bond so delivered or previously redeemed shall be credited by the Trustee at one hundred percent (100%) of the principal amount against the obligation of the Issuer on such mandatory sinking fund redemption date, and

any excess shall be so credited against future sinking fund redemption obligations on such Bonds in chronological order. In the event the Company shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the Bonds to be canceled.

SECTION 3.2. Notice of Redemption.

(a) With respect to a notice of redemption under sections 3.1(a),(b), or (c), notice of the call for any redemption, identifying the Bonds or portions thereof to be redeemed, shall be given to the Trustee at least twenty-five (25) days prior to the date fixed for redemption (or such shorter time as may be agreed upon by the Trustee) and given by the Trustee by mailing a copy of the redemption notice by first-class mail at least twenty (20) days and not more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure has occurred; and provided also that no such notice, with respect to a redemption pursuant to Section 3.1(a) or (b) hereof, shall be mailed unless (i) such notice is a Conditional Redemption (as defined in subsection (b) below), or (ii) the Trustee has sufficient money and/or Governmental Obligations on deposit, which may be evidenced by the report of an Independent Accountant or other qualified professional, (or has received evidence that an escrow bank has sufficient money and/or Governmental Obligations on deposit) to pay the principal of, premium, if any, and interest on the Bonds being so redeemed. The notice of redemption shall set forth the complete title of the issue (including series designation), CUSIP number, the date of the issue, maturity, the date fixed for redemption, the redemption price to be paid and, if less than all of the Bonds of any one maturity then Outstanding shall be called for redemption, the distinctive numbers and letters of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed, and the place or places of redemption, including the name, address and phone number of a contact person. The Trustee shall provide a notice of redemption with respect to a mandatory sinking fund redemption under Section 3.1(d)

(b) In the case of an optional redemption pursuant to Section 3.1(a), or (b) hereof, the notice may state (i) that it is conditioned upon the deposit of money, in an amount equal to the redemption price of the Bonds to be redeemed and prepaid, with the Trustee on or before the redemption date or (ii) that the Company retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is rescinded as hereinafter described. On or before the redemption date, funds sufficient to redeem such Bonds, including accrued interest thereon to the redemption date, shall be deposited with the Trustee. The Bonds thus called shall not, on or after the specified redemption date, bear any interest and, except for the purpose of payment, shall not be entitled to the lien of this Indenture. Any Conditional Redemption may be rescinded in whole, not in part, at any time on or before the redemption date if the Company delivers a certificate of the Company to the Issuer and the Trustee at least five (5) days prior to the redemption date instructing the Trustee to rescind the redemption notice. A certificate of the Company delivered by the Company to the Issuer and the Trustee less than five (5) days prior to the redemption date will have no force and effect and will not rescind any Conditional Redemption. The Trustee shall give prompt notice of any properly tendered notice

of rescission to the affected Registered Owners. Any Bonds subject to Conditional Redemption where redemption has been rescinded within the timeframe provided above shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Company to make available funds sufficient to redeem all of the Bonds so called for redemption on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption remain Outstanding. Any extraordinary costs incurred by the Trustee in connection with a rescission of a redemption shall be paid by the Company.

(c) The Trustee also shall provide a copy of such notice in an electronic format as prescribed by the Municipal Securities Rulemaking Board (the "MSRB"), together with such identifying information as is prescribed by the MSRB at least twenty (20) days and not more than forty-five (45) days prior to such redemption date; provided, however, that such notice shall not be a condition precedent to such redemption and failure to provide any such notice shall not affect the validity of any proceedings for the redemption of Bonds.

(d) Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Bondholder or Registered Owner receives such notice.

SECTION 3.3. Redemption Payments. On or prior to the date fixed for redemption, funds shall be deposited with the Trustee to pay, and the Trustee is hereby authorized and directed to apply such funds to the payment of, the Bonds or portions thereof called, together with accrued interest thereon to the redemption date and any required premium. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption, and such Bonds or portions thereof shall no longer be deemed to be Outstanding.

SECTION 3.4. Cancellation. All Bonds which have been redeemed shall not be reissued but shall be canceled by the Trustee in accordance with Section 2.9 hereof.

SECTION 3.5. Partial Redemption of Bonds. Upon surrender of any Bond for redemption in part only, the Issuer shall execute, and the Trustee shall authenticate and deliver to the owner thereof a new Bond or Bonds of the same series, date, interest rate, and maturity, of authorized denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered. In the event of any partial redemption, the Trustee shall provide, at the Company's request and expense, a new debt service schedule for the Bonds to the Company.

SECTION 3.6. Nonpresentment of the Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available for the benefit of the Registered Owner(s) thereof, all liability of the Issuer to the Registered Owner(s) thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner(s) of such Bond who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on its part under this Indenture or on, or with respect to, such Bond.

Subject to state laws applicable to unclaimed property, any money which the Trustee shall segregate and hold in trust for the payment of the principal of, premium, if any, or interest on any Bond and remaining unclaimed for two (2) years after such principal, premium, if any, or interest has become due and payable shall be paid to the Company; provided, however, that before the Trustee shall be required to make any such repayment, the Trustee shall, at the written direction and at the expense of the Company, cause notice to be given by registered mail to the Registered Owner(s) of all Bonds not presented for payment when the principal thereof became due to the effect that such money remains unclaimed and that, after a date specified therein, which shall not be less than thirty (30) days from the date of such mailing, any unclaimed balance of such money then remaining will be paid to the Company. After the payment of such unclaimed money to the Company, the Registered Owner(s) and the Bondholder(s) of such Bond shall thereafter look only to the Company for the payment thereof, and all liability of the Issuer and the Trustee with respect to such money shall thereupon cease.

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ARTICLE IV

GENERAL COVENANTS

SECTION 4.1. Payment of Principal, Premium, if Any, and Interest. The Issuer covenants that it will promptly pay or cause to be paid the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, but solely from the Trust Estate, including amounts paid upon an Event of Default and pursuant to action taken under the Mortgage. The principal of, premium, if any, and interest on the Bonds (except to the extent paid out of money attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof and, under certain circumstances, to proceeds from insurance and condemnation awards) are payable solely from the amounts to be paid under the Loan Agreement and otherwise as provided herein and in the Loan Agreement and, under the Mortgage, pursuant to its terms, and the amounts under the Loan Agreement are hereby specifically pledged to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture shall be construed as pledging any other funds or assets of the Issuer. Neither the State nor the Issuer nor any other political subdivision of the State shall in any event be liable for the payment of the principal of, premium, if any, or interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by the Issuer except to the extent money pledged herein is sufficient therefor.

SECTION 4.2. Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations, and provisions contained in this Indenture and in the Loan Agreement, in any and every Bond executed, authenticated, and delivered hereunder and in all of its proceedings pertaining hereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to assign the Loan Agreement and to pledge the amounts to be paid under the Loan Agreement and other amounts hereby pledged in the manner and to the extent herein set forth and that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken.

SECTION 4.3. Instruments of Further Assurance. The Issuer will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such indentures supplemental hereto and such further acts, instruments, and transfers required for the better assuring, transferring, conveying, pledging, assigning, and confirming unto the Trustee all and singular the amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer, except as herein and in the Loan Agreement and the Mortgage provided, will not sell, convey, mortgage, encumber or otherwise dispose of any part of the School Facilities, the amounts, revenues and receipts payable under the Loan Agreement or its rights under the Loan Agreement.

SECTION 4.4. Recording and Filing.

(a) The Company has covenanted in the Loan Agreement to cause all financing statements (but excluding the initial financing statements dated as of the date of issue which will be filed by the Title Insurer) related to this Indenture and all supplements thereto and the Loan

Agreement and all supplements thereto, as well as the Mortgage and such other security agreements, financing statements and all supplements thereto and other instruments, including continuation statements, that are recommended from time to time by counsel to the Company or by Bond Counsel, or required by the Trustee (acting at the advice of Counsel) to be kept, to be recorded and filed in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security of the Bondholders of the Bonds and the rights of the Trustee hereunder, and to take or cause to be taken any and all other action necessary to perfect the security interest created by this Indenture. At the direction and expense of the Company, the Trustee will cooperate with the Company in effecting such recordings and filings.

(b) Notwithstanding the foregoing, without further direction from the Company or the `Charter School, at the expense of the Company, the Trustee shall file continuation statements on the fifth anniversary of the Date of Issuance, with respect to all UCC financing statements filed in connection with the original issuance of the Series 2022 Bonds, and on every fifth anniversary of such date as long as any Bonds are Outstanding. Unless the Trustee shall have been notified in writing by the Company or Bond Counsel that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (i) relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto pursuant to this Section 4.4; and (ii) filing any continuation statements in the same filing offices as the initial filings were made. The Trustee shall cause to be filed a continuation statement with respect to each UCC financing statement relating to the Bonds which was filed at the time of the issuance thereof, in such manner and in such places as the initial filings were made, provided that a copy of the filed original financing statement is timely delivered to the Trustee. The Company shall be responsible for the costs incurred by the Trustee in the preparation and filing of all continuation statements hereunder.

SECTION 4.5. Inspection of Books. All books and records in the Issuer's possession relating to the School Facilities and the amounts derived from the School Facilities shall at all reasonable times be open to inspection by such accountants or other agents as the Trustee or Majority Bondholder(s) may from time to time designate in writing.

SECTION 4.6. Rights Under Loan Agreement. The Loan Agreement, a duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the Issuer and the Company, including provisions that subsequent to the issuance of Bonds and prior to their payment in full or provision for the payment thereof having been made in accordance with the provisions hereof, and except as otherwise expressly provided in the Loan Agreement and in Article XI of this Indenture, the Loan Agreement may not be effectively amended, changed, modified, altered, or terminated without the written consent of the Trustee, and reference is hereby made to the Loan Agreement for a detailed statement of said covenants and obligations of the Company thereunder, and the Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Loan Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

SECTION 4.7. Designation of Trustee as Bond Registrar and Paying Agent; Designation of Any Additional Paying Agents. The Trustee is hereby designated and agrees to act as Bond Registrar and paying agent for and in respect to the Bonds. The Issuer hereby agrees

to cooperate with the Trustee and the Company, when requested, and at the Company's expense, in designating any additional paying agents and in making available funds hereunder in payment of such of the Bonds as shall be presented when due at the principal office(s) of said additional paying agent(s).

SECTION 4.8. Determination of Taxability.

(a) At such time as the Trustee receives written notification of a Determination of Taxability, the Trustee shall notify the Company and the Issuer thereof by certified mail, return receipt requested, postage prepaid and shall file such notification with EMMA.

(b) In the event the Trustee receives written notice from the Company that it is electing to contest a potential Determination of Taxability pursuant to Section 7.8 of the Loan Agreement, the Trustee shall promptly notify the Issuer, EMMA and all Registered Owners of such election.

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ARTICLE V

REVENUES AND FUNDS

SECTION 5.1. Application of Proceeds; Source of Payment of Series 2022 Bonds.

(a) The Trustee shall apply the proceeds from the initial sale of the Series 2022A Bonds in the amount of $_____ (par amount of $_____, less Underwriter's discount of $_____) and the proceeds from the initial sale of the Series 2022B Bonds in the amount of $_____ (par amount of $_____, less Underwriter's discount of $_____) as follows:

(i) to the Tax-Exempt Account of the Reserve Fund, an amount equal to $_____ from the proceeds of the Series 2022A Bonds;

(ii) to the Taxable Account of the Reserve Fund, an amount equal to $_____ from the proceeds of the Series 2022B Bonds;

(iii) to the Costs of Issuance Fund, an amount equal to $____ from the proceeds of the Series 2022A Bonds and $_____ from the proceeds of the Series 2022B Bonds;

(iv) to the 2022 Project Fund, an amount equal to $_____ from the proceeds of the Series 2022A Bonds;

(v) to the Capitalized Interest Subaccount, an amount equal to $_____, including $_____ from the proceeds of the Series 2022A Bonds and $_____ from the proceeds of the Series 2022B Bonds; and

(vi) to the Refunding Fund, an amount equal to $_____ from the proceeds of the Series 2022A Bonds.

(b) The Bonds herein authorized and all payments by the Issuer hereunder are not general obligations of the Issuer but are special, limited obligations payable solely from amounts derived from the Trust Estate and, upon an Event of Default and to the extent set forth therein, from the Mortgage, pursuant to the terms thereof.

SECTION 5.2. Creation and Operation of the Revenue Fund. There is hereby created and established with the Trustee a trust fund to be designated the "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022 Revenue Fund."

The Company will cause the Charter School to deposit when due all rent payments due under the Lease directly to the Trustee for deposit in the Revenue Fund. To assure the full and timely deposit of such rent payments, the Depository Bank has been directed to transfer scheduled amounts from the State Aid Revenues Account to the Trustee for deposit in the Revenue Fund the amounts payable by the Charter School under the Lease on the fifth day of each month, commencing _____ 5, 20___. Any earnings realized from investments in the Revenue Fund shall be credited to the Revenue Fund.

As and when received each month, the Trustee shall apply any funds from the Revenue Fund in the following priority:

(a) first, (i) to the Bond Fund, an amount sufficient, after giving effect to transfers from the Capitalized Interest Subaccount in accordance with Section 5.3(b) hereof, to cause the total amount then deposited in the Bond Fund to equal the monthly payment required under Section 4.2(a) of the Loan Agreement and, on a pro rata basis; and (ii) to any lender on any parity Long-Term Indebtedness permitted pursuant to Section 7.3(C)(II) of the Pledge Agreement, an amount equal to the monthly payment required on such parity Long-Term Indebtedness, which amount shall be based solely on the written direction of the Company Representative, upon which the Trustee may conclusively rely without independent investigation;

(b) second, into the Rebate Fund, rebate deposits described in the Tax Certificate;

(c) third, into the Tax-Exempt Account and the Taxable Account of the Reserve Fund, an aggregate amount equal to that required pursuant to Section 4.2(d) of the Loan Agreement and Section 5.11 hereof;

(d) fourth, into the Capital Repair and Replacement Fund, the Monthly Deposit;

(e) fifth, to the Trustee, the amount necessary for payment of the Trustee's fees and expenses for services rendered hereunder;

(f) sixth, into the Expense Fund, the monthly cost of any other expenses required to be paid by the Company pursuant to the Lease or any other Company Document as directed by the Company;

(g) seventh, to the Capital Repair and Replacement Fund, any amounts remaining in the Revenue Fund.

The Revenue Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Revenue Fund to pay the amounts set forth in this Section 5.2, which authorization and direction the Trustee hereby accepts.

SECTION 5.3. Creation and Operation of Bond Fund.

(a) *Bond Fund.* There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022 Bond Fund" which shall be used to pay when due the principal of, premium, if any, and interest on the Bonds.

There shall be deposited into the Bond Fund, as and when received: (a) all transfers from the Revenue Fund pursuant to Section 5.2(a) above; (b) amounts transferred from the Reserve Fund pursuant to Section 5.5 below; (c) amounts transferred from the 2022 Project Fund for the redemption of Bonds pursuant to Section 5.4 below; (d) amounts transferred from the Capitalized

Interest Subaccount pursuant to Section 5.3(b) below; (e) amounts transferred from the Capital Repair and Replacement Fund pursuant to Section 5.10 below; and (f) all other money received by the Trustee under and pursuant to any of the provisions of the Loan Agreement, Lease, Pledge Agreement, Indenture, or Mortgage which are required to be deposited into the Bond Fund or which are accompanied by written directions that such money is to be deposited to the Bond Fund. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are Outstanding it will deposit, or cause to be paid to the Trustee for deposit in the Bond Fund for its account, sufficient sums, but only from the amounts derived from the Loan Agreement, promptly to pay when due the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Any earnings realized from investments in the Bond Fund shall be credited to the Bond Fund.

Except as provided in Section 5.3(b) below, money in the Bond Fund shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, and the Company has no right, title, and interest in amounts on deposit in the Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, which authorization and direction the Trustee hereby accepts.

(b) *Creation of Capitalized Interest Subaccount of the Bond Fund*. There is hereby created by the Issuer and established with the Trustee a subaccount in the Bond Fund to be designated the "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022 Capitalized Interest Subaccount" which shall be used to pay the interest on the Bonds during the period of construction of the 2022 Project, if applicable. On the Date of Issuance of the Series 2022 Bonds, the Trustee shall deposit to the Capitalized Interest Subaccount the amounts stated in Section 3.1(e) of the Loan Agreement and in Section 5.1(a)(v) above.

The Capitalized Interest Subaccount shall be in the custody of the Trustee, but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Capitalized Interest Subaccount for the purposes set forth in this Section 5.3(b), and to transfer earnings to the Bond Fund, in accordance with this Section 5.3(b), which authorization and direction the Trustee hereby accepts.

Amounts on hand in the Capitalized Interest Subaccount shall be transferred by the Trustee to the Bond Fund to be used, with other funds as necessary, to pay interest due on the Bonds on the Payment Dates and in the amounts set forth below:

Payment Date	Series 2022A Bonds	Series 2022B Bonds	Total

Any earnings realized from investments in the Capitalized Interest Subaccount shall be credited to the Bond Fund.

SECTION 5.4. Creation and Operation of the 2022 Project Fund. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated the "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022 Project Fund."

On the Date of Issuance of the Series 2022 Bonds, the Trustee shall deposit to the 2022 Project Fund the amount stated in Section 3.1(d) of the Loan Agreement and in Section 5.1(a)(iv) hereof, and thereafter any money received by the Trustee that is accompanied by written notice that such money is for payment of Project Costs shall be credited to the 2022 Project Fund.

Amounts on hand in the 2022 Project Fund shall be held by the Trustee in trust and, subject to the provisions of this section, shall be applied to the payment of Project Costs, and, pending such application, shall be subject to a lien and charge in favor of the Bondholders of the Bonds. All disbursements from the 2022 Project Fund shall be made in accordance with, and subject to the provisions and restrictions set forth in Section 5.6 of the Loan Agreement and the Disbursing Agreement in the form of the 2022 Project Fund Requisition attached as EXHIBIT C to this Indenture. All Company certificates, orders, and requests and other documents received by the Trustee, as required by the Loan Agreement and the Disbursing Agreement as conditions precedent to the payment from the 2022 Project Fund, may be relied upon by the Trustee, and shall be retained by the Trustee, subject at all reasonable times to examination by the Issuer, the Company, and the Trustee (acting at the direction of the Majority Bondholder(s)).

When the Trustee has received the materials necessary to establish the Completion Date of the 2022 Project in accordance with Section 5.8 of the Loan Agreement and as evidenced by the Company filing with the Trustee Completion Certificates in the form attached hereto as EXHIBIT F for each of the Elementary School Campus and the Upper School Campus, any money remaining in the 2022 Project Fund shall be disbursed or transferred in accordance with the provisions of Section 5.8(b) of the Loan Agreement, so long as no Event of Default shall have occurred and be continuing. If the Trustee has accelerated the Series 2022 Bonds in accordance with Section 8.2 of this Indenture and has accelerated the Loan Repayments in accordance with the provisions of Section 9.2 of the Loan Agreement, the Trustee may transfer any amounts remaining in the 2022 Project Fund to the Bond Fund to be applied in accordance with the provisions of Article VIII of this Indenture.

All income derived from the investment of amounts in the 2022 Project Fund, after payment of any unpaid Trustee's fees and expenses, shall be credited to the 2022 Project Fund until the Completion Date, and thereafter, if any, to the Bond Fund.

On the Completion Date, after payment of Project Costs relating thereto and any unpaid Trustee's fees and expenses, any balance remaining in the 2022 Project Fund shall be transferred to the Bond Fund and held in a separate and special subaccount to be used by the Trustee, without the need for direction by the Issuer or the Company, for the redemption of Series 2022 Bonds on the first date on which the Series 2022 Bonds are redeemable in accordance with their terms at par or, to the extent permitted without affecting the exemption of interest on the Series 2022A Bonds, according to an opinion of Bond Counsel, to pay installments of interest or to pay the principal of Bonds at their stated maturity. The Company acknowledges that any amounts so transferred to the Bond Fund are required to be invested at a yield not to exceed the yield on the Tax-Exempt Bonds unless the Company receives an Opinion of Bond Counsel that investment at an unrestricted yield

will not adversely affect the exemption from federal income taxation of interest on any Tax-Exempt Bonds and such amounts shall be used by the Trustee to redeem as many Series 2022 Bonds as can be redeemed from such amount.

The 2022 Project Fund shall be in the custody of the Trustee, but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the 2022 Project Fund for the purposes set forth in this Section 5.4 hereof and pursuant to Section 5.7 of the Loan Agreement and the Disbursing Agreement, which authorization and direction the Trustee hereby accepts.

SECTION 5.5. Creation and Operation of the Reserve Fund. [TO BE DISCUSSED] There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated the "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022 Reserve Fund" and therein, the "Tax-Exempt Account" and the "Taxable Account."

On the Date of Issuance of the Series 2022 Bonds, the Trustee shall deposit to the Reserve Fund an amount equal to the Reserve Fund Requirement as provided in Section 3.1(a) and (b) of the Loan Agreement and Section 5.1(a)(i) and (ii) hereof. Thereafter, the Trustee shall deposit in the Reserve Fund the amounts transferred from the Revenue Fund pursuant to Section 5.2 hereof and any other money paid to the Trustee under the Loan Agreement or this Indenture and required by either of those documents to be or accompanied by written directions requesting that such money be, credited or transferred to the Reserve Fund.

The Reserve Fund Requirement was funded in part with the proceeds of the Series 2022A Bonds in the amount of $_____, plus any interest earned thereon, plus any amounts deposited by the Company in the Tax-Exempt Account of the Reserve Fund to satisfy a deficiency in the Reserve Fund. Such amounts on deposit in the Tax-Exempt Account of the Reserve Fund shall be transferred by the Trustee to the Bond Fund, as needed, if, on any Interest Payment Date, the amount then on hand in the Bond Fund is not sufficient to pay the principal and interest then due on the Series 2022A Bonds, whether at maturity or upon redemption or by acceleration. Such amounts, plus any interest earned thereon, may not be applied to the payment of the principal of or interest on the Series 2022B Bonds in the event of any deficiency in the Bond Fund for the payment thereof.

Up to $_____ (the amount of the Reserve Fund Requirement initially funded with the proceeds of the Series 2022B Bonds) on deposit in the Taxable Account of the Reserve Fund, plus any interest earned thereon, plus any amounts deposited by the Company in the Taxable Account of the Reserve Fund to satisfy a deficiency in the Reserve Fund to the extent such amounts do not consist of the proceeds of Tax-Exempt Bonds, shall be transferred by the Trustee to the Bond Fund, as needed, if, on any Interest Payment Date, the amount then on hand in the Bond Fund is not sufficient to pay the principal and interest then due on the Series 2022B Bonds, whether at maturity or upon redemption or by acceleration.

Sums in the Reserve Fund not used to cure any deficit in the Bond Fund for payment of the principal and interest due on the Series 2022A Bonds as provided above or for payment of the principal and interest due on the Series 2022B Bonds as provided above shall be held in the

Reserve Fund in trust to be applied toward (i) payment of the final principal of the Bonds or toward redemption of Outstanding Bonds when all Bonds are to be redeemed, subject to the limitations set forth above as to the portion of the Reserve Fund that may be applied to payment of the principal of and interest on the Series 2022B Bonds; (ii) for the purposes set forth in Section 8.2 hereof; or (iii) if necessary under the terms of Section 5.8 hereof, for transfer to the Rebate Fund.

Any earnings realized from investments in the Reserve Fund shall be credited to the Reserve Fund until the amount therein is equal to the Reserve Fund Requirement, then to the Bond Fund. The Value of the cash and the Permitted Investments in the Reserve Fund shall be determined on each June 1 and December 1 (each a "Valuation Date"), by the Trustee, which may engage the pricing service of any national pricing firm to assist in such determination. The Trustee does not have any duty to independently value any asset or an obligation other than the price provided by pricing services and sources relied upon by the Trustee. If on any Valuation Date, the amount credited to any account of the Reserve Fund is less than ninety-five percent (95%) of the Reserve Fund Requirement with respect to such account as a result of a decline in the market value of investments credited to such account, the Company will deposit to the Reserve Fund, the amount necessary to restore the amount on deposit in such account of the Reserve Fund to an amount equal to the Reserve Fund Requirement with respect to such account within 30 days following the date on which the Company receives notice of such deficiency. If at any time the amount credited to any account of the Reserve Fund is less than one hundred percent (100%) of the Reserve Fund Requirement for such account as a result of amounts in such account of the Reserve Fund having been transferred to the Bond Fund to pay debt service on any series of Bonds, the Company will transfer to such account of the Reserve Fund the amount necessary to restore the amount on deposit in such account to an amount equal to the Reserve Requirement for such account in not more than twelve (12) substantially equal monthly installments beginning with the first Business Day of the month after the month in which such transfer occurred. The Company has no right, title, or interest in amounts on deposit in the Reserve Fund.

The Reserve Fund shall be in the custody of the Trustee but in the name of the Issuer and the Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Reserve Fund to pay the principal of and interest on the Bonds as set forth in this Section 5.5, for the purposes set forth in Section 8.2 hereof, or to make transfers to the Rebate Fund, and to transfer earnings or valuation surplus on the Reserve Fund to the Bond Fund, in accordance with this Section 5.5, which authorization and direction the Trustee hereby accepts. In accordance with the requirements of Section 5.16, no security held in the Reserve Fund as a Permitted Investment shall have a final maturity date of more than five (5) years.

SECTION 5.6. Creation and Operation of the Costs of Issuance Fund. There is hereby created by the Issuer and ordered established with the Trustee a trust fund to be designated the "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022 Costs of Issuance Fund" which shall be used to pay the Issuance Costs incurred in connection with the issuance of the Bonds.

On the Date of Issuance of the Series 2022 Bonds, there shall be deposited into the Costs of Issuance Fund proceeds of the Series 2022 Bonds in the amounts set forth in Section 3.1(c) of the Loan Agreement and in Section 5.1(a)(iii) hereof. Interest and other income received on investments of Costs of Issuance Fund money shall be transferred to the Bond Fund. Such money

shall be expended to pay Issuance Costs in accordance with the provisions of Section 4.10 of the Loan Agreement. The Trustee is hereby authorized and directed to issue electronic transfers or its checks on the Costs of Issuance Fund for each payment in accordance with Section 4.10 of the Loan Agreement. Any earnings realized from investments in the Costs of Issuance Fund shall be transferred to the Bond Fund.

The Trustee shall keep and maintain accurate records pertaining to the Costs of Issuance Fund and all payments therefrom, which shall be open to inspection by the Issuer, the Company, or their duly authorized agents, upon reasonable notice, during normal business hours of the Trustee. After the Costs of Issuance Fund has been entirely depleted or on the date provided below in this Section 5.6, whichever is earlier, the Trustee shall file a statement of income and disbursements with respect thereto with the Company.

The Costs of Issuance Fund shall be in the custody of the Trustee but in the name of the Issuer and the Issuer authorizes and directs the Trustee to withdraw sufficient funds from the Costs of Issuance Fund for the purposes set forth in this Section 5.6, which authorization and direction the Trustee hereby accepts. Except as provided in this Section 5.6, on March __, 2023, any money remaining in the Costs of Issuance Fund shall be transferred to the 2022 Project Fund or, in the event the Completion Date has occurred and amounts in the 2022 Project Fund have been transferred to the Bond Fund, any money remaining in the Costs of Issuance Fund shall be transferred to the Bond Fund and applied to the same purposes as the amounts transferred from the 2022 Project Fund.

SECTION 5.7. Custody of Net Proceeds Fund if Necessary. The Trustee is authorized and directed to hold all Net Proceeds from any insurance proceeds or condemnation awards in excess of two percent (2%) of the total Project Costs as determined by the Company in a separate trust fund and to disburse such proceeds in accordance with Section 6.2 of the Loan Agreement. If the Company directs that any portion of such Net Proceeds be applied to redeem Bonds, the Issuer covenants and agrees to take and cause to be taken the necessary steps to redeem on the next succeeding redemption date the amount of Bonds so specified by the Company.

SECTION 5.8. Creation and Operation of the Rebate Fund. There is hereby created and established with the Trustee a separate trust fund in the name of the Issuer to be designated the "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022 Rebate Fund" which shall be expended by the Trustee in accordance with the provisions hereof and the written instructions of the Company or the Rebate Analyst given pursuant to the provisions of the Tax Certificate. The Company shall engage or, if the Company fails to so engage, the Trustee shall engage, at the Company's expense, a Rebate Analyst to make the calculations, with respect to the Rebate Fund, and the Trustee shall make information regarding the Bonds and investments hereunder available to the Company and the Charter School, shall make deposits and disbursements at the written direction of the Rebate Analyst, shall invest the Rebate Fund at the Company's direction and shall deposit income from said investments immediately upon receipt thereof in the Rebate Fund, all as set forth in the written instructions of the Company or the Rebate Analyst given pursuant to the Tax Certificate. The Trustee shall be deemed conclusively to have complied with the provisions of the Tax Certificate if it follows the written directions of the Company or the Rebate Analyst and shall have no liability or responsibility to enforce compliance by the Company or the Charter School with the terms of the Tax Certificate or any other tax

covenants contained herein. The Tax Certificate may be superseded or amended by an amendment to the Tax Certificate drafted by and accompanied by an opinion of Bond Counsel addressed to the Issuer and the Trustee to the effect that the use of said new amended Tax Certificate will not cause the interest on the Tax-Exempt Bonds to be includable in the gross income of any recipient thereof for purposes of federal income taxation. The Company shall post a notice of any new Tax Certificate to EMMA, and the Trustee shall provide a copy thereof to any Bondholder who requests a copy.

The Trustee shall make the rebate deposits (but only from amounts in the funds and accounts held by the Trustee hereunder, beginning with the Reserve Fund, and then only if amounts are not contributed by the Company within thirty (30) days' notice that such deposits are required), as directed in writing by the Rebate Analyst given pursuant to the provisions of the Tax Certificate. If the Trustee is directed in writing by the Rebate Analyst to make a withdrawal from the Rebate Fund as a result of the computations performed by the Rebate Analyst required by the Tax Certificate that determine that such amount is in excess of amounts needed to make any rebate payments to the United States of America as provided in the following paragraph, the amount withdrawn shall be deposited in the Bond Fund. Records of the determinations required by this Section shall be retained by the Trustee until six (6) years after the final retirement of the Tax-Exempt Bonds. The Trustee shall be deemed conclusively to have complied with the provisions of the Tax Certificate if it follows the written directions of the Company or the Rebate Analyst and shall have no liability or responsibility to enforce compliance by the Company or the Charter School with the terms of the Tax Certificate or any other tax covenants contained herein.

No later than sixty (60) days after the end of the fifth Bond Year for each series of Tax-Exempt Bonds Outstanding and every five (5) years thereafter, the Trustee shall pay to the United States of America (but only from funds provided pursuant to the Loan Agreement and this Indenture) the amount, if any, directed in writing by the Rebate Analyst. Not later than sixty (60) days after the final retirement of a series of Tax-Exempt Bonds, the Trustee shall pay to the United States of America (but only from funds provided pursuant to the Loan Agreement and the Indenture) one hundred percent (100%) or, if less, the amount directed in writing by the Rebate Analyst, of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the appropriate Internal Revenue Service Center. Each payment shall be accompanied by Internal Revenue Service Form 8038-T (or successor form), as prepared by the Rebate Analyst, as required by the Code, and, if directed in writing by the Rebate Analyst, a statement (as prepared by the Rebate Analyst) summarizing the determination of the amount to be paid to the United States of America.

SECTION 5.9. Trustee's and Issuer's Responsibility with Respect to the Rebate Fund. Notwithstanding anything to the contrary contained herein, in the Loan Agreement, or in the Tax Certificate, the Trustee and the Issuer shall have no responsibility for making any determinations as to the amount to be deposited to or withdrawn from the Rebate Fund or the amount required to be rebated to the United States. The Trustee's sole responsibility with respect to all matters relating to rebate shall be to follow the written instructions of the Rebate Analyst or the Company and to make payments pursuant to Sections 5.8 hereof as and when instructed in writing to do so by the Rebate Analyst or the Company.

SECTION 5.10. Creation and Operation of the Capital Repair and Replacement Fund. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated the "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022 Capital Repair and Replacement Fund." All Monthly Deposits received by the Trustee from the Company and all amounts set forth as provided in Section 5.2 hereof shall be credited to the Capital Repair and Replacement Fund.

Amounts deposited in the Capital Repair and Replacement Fund shall be applied by the Trustee, not more than once each month and so long as no Event of Default shall have occurred and be continuing hereunder, as requested in a written request of the Company for the payment or reimbursement of items of repair, improvement, additions to, betterment of and replacement with respect to the School Facilities which constitute capital expenditures under Generally Accepted Accounting Principles or which otherwise constitute major periodic repair, capital improvement to or maintenance of the School Facilities (including the acquisition of land and payment of architects, engineers, and other professionals), such as annual painting or re-carpeting of a section of the School Facilities (as opposed to incidental repairs such as touch-up painting, replacement of individual carpet tiles, etc.). The Company request shall identify the expenditures to be made by nature and amount, shall identify the contractor or other party making the repairs, improvements, and replacements, and shall certify that the expenditures are proper expenditures to be made or reimbursed from the Capital Repair and Replacement Fund. Investment earnings on amounts held in the Capital Repair and Replacement Fund shall remain in, and be credited as received to, the Capital Repair and Replacement Fund. The Trustee may conclusively rely on requests submitted in accordance with this Section as complete authorization for the disbursements made pursuant thereto and shall not be responsible for any representations or certifications made thereon or for any use of funds disbursed in accordance with this Section.

Amounts on hand in the Capital Repair and Replacement Fund, if any, may be transferred by the Trustee to the Bond Fund, as needed if, on any Interest Payment Date, the amount then on hand in the Bond Fund, after application of any available amounts in the Reserve Fund, is not sufficient to pay the principal and interest then due on the Bonds, whether at maturity or upon redemption or by acceleration.

The Capital Repair and Replacement Fund shall be in the custody of the Trustee, but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Capital Repair and Replacement Fund for the purposes set forth in this Section 5.10, which authorization and direction the Trustee hereby accepts.

Amounts, if any, remaining in the Capital Repair and Replacement Fund upon the payment in full of all Bonds, or the provision for payment therefor in accordance with the terms of this Indenture, shall be transferred to the Company.

SECTION 5.11. Creation and Operation of the Expense Fund. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated the "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022 Expense Fund."

Amounts deposited in the Expense Fund shall be applied by the Trustee to pay (a) the monthly cost of any other expenses (including legal, accounting and other required fees) required to be paid by the Company pursuant to the Lease or any other Company Document, at the written direction of the Company substantially in the form attached hereto as EXHIBIT E; and (b) the Company's reasonable operating and administrative expenses that are attributable to, or the portions thereof that are reasonably allocable to, the 2022 Project or the operation of the 2022 Project through the construction period (which may also include capital projects relating to the School Facilities that are eligible to be funded from the Capital Repair and Replacement Fund), that are then due and payable, at the written direction of the Company substantially in the form attached hereto as EXHIBIT E. The Trustee may conclusively rely on the Company's written directions submitted in accordance with this Section 5.11 as complete authorization for the disbursements made pursuant thereto and shall not be responsible to make any investigation into any representations or certifications made thereon or for any use of funds disbursed in accordance with this Section. Amounts may also be deposited to the Expense Fund from the Capital Repair and Replacement Fund in the event that the amount on deposit in the Expense Fund is not sufficient to make the required payments as directed in writing by the Company. Investment earnings on amounts held in the Expense Fund shall be credited as received to the Revenue Fund.

The Expense Fund shall be in the custody of the Trustee, but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Expense Fund for the purposes set forth in this Section 5.11 hereof, which authorization and direction the Trustee hereby accepts.

SECTION 5.12. Creation and Operation of the Refunding Fund. There is hereby created by the Issuer and established with the Trustee a trust fund in the name of the Issuer to be designated "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022 Refunding Fund" which shall be used to refund the Prior Obligations on the Prior Bonds Redemption Date.

On the Date of Issuance for the Series 2022 Bonds, the Trustee shall deposit to the Refunding Fund the amount set forth in Section 3.1 of the Loan Agreement and in Section 5.1(a)(vi hereof. Thereafter, the Trustee shall deposit in the Refunding Fund any additional amounts received by the Trustee from the Company to ensure that the Prior Obligations are redeemed and prepaid on the Prior Bonds Redemption Date.

Amounts deposited pursuant to Section 5.1(a)(vi) hereof and any other money paid to the Trustee under the Loan Agreement or this Indenture and required by either of those documents to be, or accompanied by written directions requesting that such money be, credited or transferred to the Refunding Fund shall be deposited therein. All money deposited in the Refunding Fund shall be held uninvested. The money in the Refunding Fund shall be transferred to the Prior Trustee and the holder of the Prior Note, respectively, on the Date of Issuance to be applied to the redemption and prepayment of the Prior Obligations, respectively, on the Prior Bonds Redemption Date.

Any amounts remaining in the Refunding Fund after the Prior Bonds Redemption Date shall be transferred to the Bond Fund and applied to payment of principal of the Series 2022 Bonds. The Trustee is hereby authorized and directed to make each disbursement required by the

provisions of this Section and to issue its checks therefor. The Trustee shall keep and maintain accurate records pertaining to the Refunding Fund and all disbursements therefrom, showing the amounts paid and the purpose for which the obligations were paid. For purposes of complying with the requirements of this Section, the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon the written request of the Company, which may be submitted by Electronic Means in accordance with Section 9.1(t) hereof. The Trustee shall not be bound to make an investigation into the facts or matters stated in any written request of the Company.

Notwithstanding the foregoing, upon the occurrence of any Event of Default, whether or not any Bonds are accelerated, the Trustee shall withdraw amounts from the Refunding Fund or the Costs of Issuance Fund to the extent necessary to pay principal, interest or redemption price on any Bond which is due and payable and for which other amounts held by the Trustee are not sufficient therefor.

SECTION 5.13. Creation and Operation of the Disposition Proceeds Fund. There is hereby created and established with the Trustee a trust fund in the name of the Issuer to be designated the "Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022 Disposition Proceeds Fund." If the Charter School requests that the Company sell a portion of the Mortgaged Property pursuant to Section 8.5 of the Loan Agreement, the Trustee shall deposit the proceeds of the sale of the Released Property to the Disposition Proceeds Fund.

Amounts on hand in the Disposition Proceeds Fund shall be held by the Trustee in trust and, subject to the provisions of this section, shall be expended within two years of the sale of the Released Property for capital costs of the 2022 Project, additional improvements to the School Facilities or to redeem a portion of the Series 2022A Bonds; provided that during the occurrence and continuance of an Event of Default, money in the Disposition Proceeds Fund may only be used to redeem a portion of the Series 2022A Bonds.

Prior to the Completion Date of the 2022 Project, all disbursements from the Disposition Proceeds Fund shall be made in accordance with, and subject to the provisions and restrictions set forth in, Sections 5.7 and 8.5 of the Loan Agreement and the Disbursing Agreement. On or after the Completion Date, disbursements from the Disposition Proceeds Fund shall be made by the Trustee following receipt of a Company Certificate requesting funds from the Disposition Proceeds Fund for capital costs of the 2022 Project, additional improvements to the School Facilities or to redeem a portion of the Series 2022A Bonds; provided that during the occurrence and continuance of an Event of Default, the Trustee shall not follow any direction of the Company relating to the Disposition Proceeds Fund that is inconsistent with the preceding paragraph of this Section.

If the Trustee has accelerated the Series 2022 Bonds in accordance with Section 8.2 hereof and has accelerated the Loan Repayments in accordance with the provisions of Section 10.2 of the Loan Agreement, the Trustee shall immediately transfer any amounts remaining in the Disposition Proceeds Fund to the Bond Fund to be applied in accordance with the provisions of Article VIII hereof. All income derived from the investment of amounts in the Disposition Proceeds Fund, after payment of any unpaid Trustee's fees and expenses, shall be credited to the Disposition Proceeds Fund. The Company acknowledges that any amounts remaining in the Disposition

Proceeds Fund after two years of the date the Released Property was sold are required to be invested at a yield not to exceed the yield on the Tax-Exempt Bonds.

The Disposition Proceeds Fund shall be in the custody of the Trustee, but in the name of the Issuer, and the Issuer hereby authorizes and directs the Trustee to withdraw funds from the Disposition Proceeds Fund for the purposes set forth in this Section 5.13 hereof, which authorization and direction the Trustee hereby accepts.

SECTION 5.14. Money to be Held in Trust. All money required to be deposited with or paid to the Trustee under any provision of this Indenture, except for money in the Rebate Fund, shall be held by the Trustee in trust for the purposes specified in this Indenture, and shall, while held by the Trustee, and subject to certain provisions of this Indenture, constitute part of the Trust Estate and be subject to the lien hereof. In the event of any act of bankruptcy: (i) amounts on deposit in any of the funds are not, nor shall they be deemed to be, property of the bankruptcy estate of the Company as defined by 11 U.S.C. Section 541; (ii) in no event shall the Company assert, claim or contend that amounts on deposit in any of the funds are property of the bankruptcy estate of the Company; and (iii) amounts on deposit in any of the funds are held in trust solely for the Bondholders and the Beneficial Owners, shall be applied only in accordance with the provisions of this Indenture, and the Company has no legal, equitable nor reversionary interest in, or right to, such amounts. The Issuer shall not create any lien upon any funds created pursuant to this Indenture other than the lien hereby created.

SECTION 5.15. Repayment to Company from Funds. Any amounts remaining in the funds held in trust hereunder after payment in full of the principal of, premium, if any, and interest on the Bonds, the fees, charges and expenses of the Trustee, and all other amounts required to be paid hereunder and under the Loan Agreement shall be paid promptly to the Company unless specifically stated otherwise in this Indenture.

SECTION 5.16. Investment of Money. Any money held as part of the funds held by the Trustee pursuant to this Indenture shall be invested and reinvested by the Trustee at the written direction of the Company Representative in Permitted Investments, and in the case of securities held as Permitted Investments with maturities of not more than five (5) years, in accordance with the provisions of Section 3.2 of the Loan Agreement, except during the occurrence and continuance of an Event of Default, and except that investments in the Rebate Fund shall be made only in accordance with written directions of the Company or the Rebate Analyst.

The Trustee may conclusively rely upon the written investment direction of the Company Representative, the Company, or the Rebate Analyst, as appropriate, as to both the suitability and legality of the directed investments and such written direction shall be deemed to be a certification that such directed investments constitute Permitted Investments and comply with the provisions of this Indenture, the Loan Agreement, and the Tax Certificate. If the Trustee is not provided with written investment directions it shall hold such funds uninvested. Any such investments shall be held in the name of the Trustee and by or under the control of the Trustee. The Trustee may make any and all such investments through its trust department or related companies. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the trust funds whenever the cash balance in any such fund is insufficient for a necessary transfer. The Issuer covenants and certifies to the Trustee and to and for the benefit of the Bondholders of the Bonds from time to

time Outstanding that so long as any of the Tax-Exempt Bonds remain Outstanding, it will not knowingly take any action so that money on deposit in any fund or account in connection with the Tax-Exempt Bonds, whether or not such money was derived from the proceeds of the sale of the Tax-Exempt Bonds or from any other sources, will be used in a manner which, to its knowledge, will cause any of the Tax-Exempt Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to such covenants, the Issuer obligates itself to comply, to the best of its knowledge, throughout the term of the Tax-Exempt Bonds, with the requirements of Section 148 of the Code and any regulations promulgated thereunder. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment made in accordance with the terms of this Indenture.

The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with the money representing income or principal payments due on, or sales proceeds due in respect of, Permitted Investments in such funds and accounts, or to credit to Permitted Investments intended to be purchased with such money, in each case before actually receiving the requisite money from the payment source, or to otherwise advance funds for account transactions. The legal obligation to pay the purchase price of Permitted Investments arises immediately at the time of the purchase. Notwithstanding anything else in this Indenture, (a) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto; and (b) nothing in this Indenture shall constitute a waiver of any the Trustee's rights as a securities intermediary under Section 9-206 of the Uniform Commercial Code.

Notwithstanding the foregoing, Permitted Investments shall not include any Derivative. Ratings of Permitted Investments referred to herein shall be determined at the time of initial purchase of such Permitted Investments and without regard to ratings subcategories. The Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of such Permitted Investments, including at the time of reinvestment of earnings thereof.

The Issuer and the Company acknowledge that regulations of the Comptroller of the Currency grant the Issuer and the Company the right to receive brokerage confirmations of security transactions as they occur. The Issuer and the Borrower specifically waive such right to notification to the extent permitted by law and acknowledge that they will receive periodic transaction statements that will detail all investment transactions.

SECTION 5.17. Additional Funds and Accounts. In addition to the funds and accounts specifically authorized under this Article, the Trustee shall have the authority to create and maintain such other funds and accounts as it may deem necessary for proper administration hereunder.

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ARTICLE VI

[RESERVED]

ARTICLE VII

DISCHARGE OF LIEN

SECTION 7.1. Discharge of Lien. If the Issuer or the Company shall pay or cause to be paid, or there shall otherwise be paid or provision for payment made, to the Bondholders of the Bonds, the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and if there has occurred no Event of Default by the Issuer with respect to any of the other covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, and if the Issuer shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be reasonably required by the Issuer to release the lien hereof, and reconvey, release, assign and deliver unto the Company or the School, as applicable, any and all of the estate, right, title and interest in and to any and all rights or property conveyed, assigned or pledged to the Trustee or otherwise subject to the lien of this Indenture, and except cash or Permitted Investments (including Governmental Obligations) held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Article VII and for all purposes of this Indenture when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon earlier redemption as provided herein) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided by irrevocably depositing with the Trustee or another commercial bank with trust powers (the "Escrow Agent"), in trust and irrevocably set aside exclusively for such payment, (1) money sufficient to make such payment and/or (2) noncallable Governmental Obligations, maturing as to principal and interest in such amount and at such time as will ensure the availability of sufficient money to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. In addition, in the case of an advance refunding (the payment of a prior bond issue more than ninety (90) days in advance of its first call date) of Tax-Exempt Bonds or in the event that the funding method described in subsection (a)(ii)(2) above is employed, the Company shall provide to the Trustee copies of (A) a report by a nationally recognized verification agent which may be an Independent Accountant selected by the Company that the money and securities held in the escrow account, together with investment earnings (but without considering any reinvestment of such earnings), will be sufficient to pay, as the same become due upon maturity or earlier redemption, all principal of, premium, if any, and interest on the Bonds which have not then previously been paid, and (B) an opinion of Bond Counsel to the effect that establishment of the escrow account and the scheduled investments of money therein will not adversely affect the exclusion of interest on the related series of Tax-Exempt Bonds from gross income for federal income tax purposes and that the Bonds have been defeased in accordance with this Indenture. Such report and opinion shall include the Trustee as addressees, or the Trustee shall be provided letters stating that the Trustee can rely on such report and opinion as if they were addressed to the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits

of this Indenture, except for the purposes of any such payment from such money or Governmental Obligations.

Notwithstanding the foregoing, no deposit under subsection (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Article III hereof, or in the event said Bonds are not by their terms subject to redemption within the next succeeding forty-five (45) days or are not to be redeemed within the next succeeding forty-five (45) days, until the Company shall have given the Trustee on behalf of the Issuer and the Company, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds, in accordance with Article III hereof, that the deposit required by subsection (a)(ii) of the immediately preceding paragraph has been made with the Escrow Agent and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which money is to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all money or such noncallable Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including interest and premium thereof, if any) with respect to which such money and such noncallable Governmental Obligations have been so set aside in trust.

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ARTICLE VIII

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 8.1. Events of Default. If any of the following events occur, it is hereby declared to constitute an "Event of Default":

(a) Default in the due and punctual payment of interest on any Bond on any Interest Payment Date;

(b) Default in the due and punctual payment of the principal of or premium, if any, on any Bond, whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration;

(c) Default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Issuer contained in this Indenture or in the Bonds and failure to remedy the same after notice thereof pursuant to Section 8.12 of this Indenture;

(d) The cancellation or non-renewal of the School's Charter Contract/Agreement (after all administrative appeal periods have expired) with the School's authorizer and a new charter contract is not immediately in place so that there is no time period that the School is without a valid Charter Contract/Agreement.

(e) The occurrence of an "Event of Default" under Section 9.1 of the Loan Agreement, or under any provision of any other Security Document (including the Mortgage and the Pledge Agreement); and

(f) Receipt by the Trustee of written notification of the occurrence and continuation of any event of default under any other parity Indebtedness of the Company or any agreement (including the Intercreditor Agreement) in connection with or securing such parity Indebtedness and such written notification states that as a result of such event of default the holder of such parity Indebtedness would have the right to declare the principal thereof to be immediately due and payable.

SECTION 8.2. Remedies for Events of Default Under Bond Indenture.

(a) Upon the occurrence of an Event of Default hereunder, the Trustee shall have the following rights and remedies:

(i) *Acceleration.* Subject to the provisions of Section 8.11 of this Indenture, during the continuation of an Event of Default, and after the expiration of all applicable notice and cure periods, the Trustee may, and shall, at the direction of the Majority Bondholder(s) (without requirement of indemnification under Section 9.1(l) of this Indenture), by notice in writing delivered to the Issuer, the Bondholders and the Company, declare the principal of all Outstanding Bonds and the interest accrued thereon to be immediately due and payable, and thereupon that portion of the principal of the Bonds

thereby coming due and the interest accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding. Upon any declaration of acceleration hereunder, the Issuer and the Trustee shall immediately declare an amount equal to all amounts then due and payable on the Bonds to be immediately due and payable as Loan Repayments under Section 4.2(a) of the Loan Agreement.

(ii) *Suit for Judgment on the Bonds.* The Trustee shall be entitled to sue for and recover judgment, either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture, for the enforcement of any rights, or the rights of the Bondholders, but any such judgment against the Issuer shall be enforceable only against the Trust Estate. No recovery of any judgment by the Trustee shall in any manner or to any extent affect the lien of this Indenture or any rights, powers or remedies of the Trustee hereunder, or any lien, rights, powers or remedies of the Bondholders, but such lien, rights, powers and remedies of the Trustee and of the Bondholders shall continue unimpaired as before.

(iii) *Protection of the Bondholders' Interests.* Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on the Outstanding Bonds and the provisions hereof and of the Loan Agreement or other Security Documents.

(b) If an Event of Default shall have occurred and be continuing and, if requested to do so by the Majority Bondholder(s), and if indemnified as provided in Section 9.1(l) of this Indenture, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section or by the Mortgage, the Lease, or the Loan Agreement, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders. No remedy or rights by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) are intended to be exclusive of any other remedy or right, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein; such right or power may be exercised from time to time as often as may be deemed expedient. No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 8.3. Trustee May Enforce Rights Without Bonds. All rights of action and claims under this Indenture or any of the Bonds Outstanding may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or proceedings relative thereto; and any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee, without the necessity of joining as plaintiffs or defendants any Bondholders.

SECTION 8.4. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Majority Bondholder(s) shall have the right, at any time, to the extent permitted by law, by an instrument or instruments in writing executed and

delivered to the Trustee, and satisfaction of the provision of indemnity in accordance with Section 9.1(l) of this Indenture (except with respect to acceleration, which shall require no indemnity), to direct the Trustee as to the preferred remedy, the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings or remedies permitted hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

SECTION 8.5. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee, or of the Bondholders under this Indenture or the Mortgage, the Trustee shall be entitled to apply for the appointment of a receiver or receivers of the Company or the Charter School or both, of the Trust Estate, and of the property covered by the Mortgage, as the case may be, and of the revenues, earnings, rents, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

SECTION 8.6. Waiver by Issuer. Upon the occurrence of an Event of Default, to the extent that such rights may then lawfully be waived, neither the Issuer, nor anyone claiming through or under it, shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension, or redemption laws of any jurisdiction now or hereafter in force, in order to prevent or hinder the enforcement of this Indenture, and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws.

SECTION 8.7. Application of Money.

(a) If an Event of Default shall occur, all funds then held or thereafter received by the Trustee pursuant to any right given or action taken under the provisions of this Indenture shall, after payment of the costs and expenses necessary, in the opinion of Trustee, to protect the interests of the Bondholders of the Bonds, including the costs and expenses of the Bondholders, and payment to the Trustee of the fees, liabilities, advances and expenses incurred or made by the Trustee, including reasonable fees and expenses of its counsel, be deposited in the Bond Fund and all money in the Bond Fund shall be applied by the Trustee in the following order:

(i) Unless the principal of all the Bonds in default shall have become or shall have been declared due and payable, all such money shall be applied:

First, to the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

Second, to the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which money are held pursuant to the provisions of this Indenture), in the order of their due dates

and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such money shall be applied to the payment of the principal and interest then due and unpaid upon all of the Bonds, without preference or priority of principal over interest or of interest over principal, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(b) Whenever money is to be applied pursuant to the provisions of this Section, such money shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such money and of the fixing of any such date and shall not be required to make payment to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

(c) Whenever the Majority Bondholders determine that no additional funds are likely to be received or collected by the Trustee, the Majority Bondholders may notify the Trustee in writing of such determination and instruct the Trustee that the application of any money remaining after paying the expenses allowed under paragraph (a)(i) above, constitutes a final distribution of the Bonds and the Bonds will be cancelled and considered no longer Outstanding under this Indenture, regardless of whether all the principal of, and interest on, the Bonds has been paid in full.

SECTION 8.8. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any Bondholders of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Bondholders of the Outstanding Bonds.

SECTION 8.9. Rights and Remedies of Bondholders. Except as provided in Section 8.4 above, no Bondholder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in Section 9.1(h) of this Indenture, or of which by said subsection it is deemed to have notice, nor unless there has been an Event of Default and the Majority Bondholder(s) shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore

granted or to institute such action, suit or proceeding in their own name or names, nor unless also they have offered to the Trustee indemnity as provided in Section 9.1(l) of this Indenture (except with respect to acceleration of the Bonds) nor unless the Trustee shall thereafter fail or refuse to exercise within a reasonable period of time (not to exceed 30 days) the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity or other assurances are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one (1) or more Bondholders shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Bondholders of all Outstanding Bonds. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment, by the institution of any suit, action or proceeding in equity or at law, of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the obligation of the Trustee on behalf of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective Bondholders thereof at the time, place, from the source and in the manner in the Bonds expressed.

SECTION 8.10. Termination of Proceedings. In case the Trustee or the Bondholders shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, or the Bondholders, then and in every such case, the Issuer, the Trustee, the and the Bondholders shall be restored to their former positions and rights hereunder with respect to the Trust Estate, and all rights, remedies and powers of the Issuer, the Trustee, and the Bondholders shall continue as if no such proceedings had been taken.

SECTION 8.11. Waivers of Events of Default. The Trustee may waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of principal of and interest on the Bonds, upon the written request of the Majority Bondholder(s); provided, however, that there shall not be waived any Event of Default in the payment of the principal of or interest on any Outstanding Bonds (other than principal of or interest on the Bonds which became due and payable by declaration of acceleration), both, to the extent permitted by law, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Issuer, the Trustee, and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

SECTION 8.12. Notice of Events of Default under Section 8.1(c); Opportunity of the Issuer and the Company to Cure Such Events of Default. Anything herein to the contrary notwithstanding, no default under Section 8.1(c) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given to the Issuer, the Trustee and the Company by the Trustee or by the Bondholders of not less than twenty-five percent (25%)

in aggregate principal amount of all Outstanding Bonds and the Issuer and the Company shall have had thirty (30) days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default is such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if the Issuer or the Company shall within the applicable period furnish to the Trustee a certificate certifying that such default is such that it can be corrected but not within the applicable period and that corrective action has been instituted by the Issuer or the Company within the applicable period and will be diligently pursued until the default is corrected; provided, however such default under 8.1(c) of this Indenture must be corrected within sixty (60) days of notice thereof. The Issuer or the Company shall notify the Trustee in writing when such default has been corrected. The Trustee shall be entitled to conclusively rely upon any such certificates given pursuant to this Section.

With regard to any default concerning which notice is given to the Issuer and the Company under the provisions of this Section, the Issuer hereby grants the Company full authority for the account of the Issuer to perform any covenant or obligation alleged in said notice to constitute a default at the Company's sole cost and expense, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

SECTION 8.13. Proofs of Claim.

(a) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer, the Company or any other obligor upon the Bonds or the property of the Issuer, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable and irrespective of whether the Trustee shall have made any demand on the Issuer and/or the Company for the payment of overdue principal or interest) shall be entitled and empowered, by intervention of such proceeding or otherwise, to file and prove a claim for the whole amount of principal, premium, if any, and interest owing and unpaid in respect of the Bonds then Outstanding and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Bondholders allowed in such judicial proceeding, and to collect and receive any money or other property payable or deliverable on any such claims and to distribute the same; and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Bondholder to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Bondholders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agent and counsel.

(b) So long as Bonds are Outstanding the Trustee is hereby appointed, and the successive respective Bondholders, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee, the true and lawful attorney in fact of the respective Bondholders, with authority to make or file, in the respective names of the Bondholders or on behalf of all Bondholders, as a class, any proof of debt, amendment to proof of debt, petition or other documents and to execute any other papers and documents and to do and perform any and all acts and things for and on behalf of all Bondholders as a class, as may be necessary or advisable in the opinion of

the Trustee, in order to have the respective claim of the Bondholders against the Issuer, the Company or any other obligor allowed in receivership, insolvency, liquidation, bankruptcy or other proceeding, to which the Issuer, any Company or any other obligor, as the case may be, shall be a party. The Trustee shall have full power of substitution and delegation in respect of any such powers.

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ARTICLE IX

TRUSTEE

SECTION 9.1. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied duties shall be read into this Indenture or any Security Documents against the Trustee. In case an Event of Default has occurred of which the Trustee has notice or is deemed to have notice pursuant to Section 9.1(h) of this Indenture (which has not been cured or waived), the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in the exercise of such rights and powers as an ordinary, prudent person would exercise or use under similar circumstances.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, and shall not be answerable for the conduct of the same appointed by the Trustee in the exercise of reasonable care, and shall be entitled to advice of counsel concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of its counsel, bond counsel, or other counsel to the Issuer or the Company. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of authentication of the Trustee endorsed on the Bonds), or for insuring the School Facilities, or for collecting any insurance money (except in accordance with Article VI of the Loan Agreement), or for the validity of the execution by the Issuer of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the School Facilities or the site of the School Facilities or any lien waivers with respect to the Series 2022 Project. The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Issuer, the Company or the Charter School under the Loan Agreement or any Security Document, except as expressly set forth herein or therein; but the Trustee may require of the Issuer, the Company or the Charter School full information and advice as to the performance of the covenants, conditions, and agreements aforesaid and as to the condition of the Trust Estate. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Loan Agreement. The Trustee shall be under no obligation to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the

Company or the Charter School, or to report, or make or file claims or proof of loss for, any loss or damage insured against or that may occur, or to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. Naming of the Trustee as a loss payee or additional insured under any insurance policy, or the furnishing to the Trustee of information relating thereto, shall not impose upon the Trustee any responsibility or duty to approve the form of such policy, the qualifications of the company issuing same or any other matters relating thereto. The Trustee shall not be responsible for the application of the proceeds of the Bonds, for the use or application of any property, or money released or paid out in accordance with the provisions of this Indenture or the Loan Agreement. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

(e) The Trustee shall be entitled to conclusively rely upon, and shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein. Any action taken by the Trustee pursuant to this Indenture upon the request or the consent of the Issuer, or any person who at the time of making such request or giving such consent is the Bondholder of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by the Issuer Representative or the Company Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in Section 9.1(h) hereof, or of which by Section 9.1(h) hereof it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of such officials of the Issuer who executed the Bonds (or their successors in office) to the effect that a resolution or ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution or ordinance has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture or any Security Document shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct and shall not be answerable for any negligent act of its attorneys, agents or receivers that have been selected by the Trustee with due care, subject to Section 9.1(a) of this Indenture. In no event shall the Trustee be responsible or liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of

profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder or under any Security Document except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Section 4.1 of this Indenture, or payments to the Trustee under the Loan Agreement, unless the Trustee shall be specifically notified in writing of such Event of Default by the Issuer, the Company, the Charter School or by the Majority Bondholder(s), and all notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the Trustee's address specified in or pursuant to Section 12.5 of this Indenture, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(i) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants, and representatives, shall have the right to inspect fully any and all of the Trust Estate, including all assets secured by any Security Document, including books and records of the Issuer or the Company pertaining to the School Facilities and the Bonds, and to make such copies and memoranda from and with regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Indenture or any Security Document, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof or thereof required as a condition of such action, by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(l) Before taking any action pursuant to Article VIII (except with respect to acceleration of the Bonds), the Trustee may require that indemnity satisfactory to it be furnished for the reimbursement of all expenses to which it may incur (including costs and expenses of its agents and counsel) and to protect it against all risk and liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any such action. In entering into and performing any duties and obligations under the Security Documents to which the Trustee is a party or assignee of a party, the Trustee shall be entitled to the protections of this Indenture, including without limitation, the protections, immunities, limitations from liability, and indemnification accorded to the Trustee hereunder. Nothing in this Indenture or any Security Document shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder.

(m) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or other disclosure document prepared or distributed in connection with the Bonds.

(n) All money received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received but needs not be segregated from other funds except to the extent required by law. The Bond Trustee shall not be under any liability for interest on any money received hereunder except such as may be agreed upon in writing.

(o) Without limiting the duties of the Trustee expressly set forth herein, the Trustee shall have no obligation or responsibility whatsoever in connection with (i) any federal or state tax-exempt status of the Tax-Exempt Bonds or the interest thereon; (ii) the consequences of the investment or noninvestment of any funds or accounts relating to the Tax-Exempt Bonds or the use of proceeds of the Tax-Exempt Bonds under Section 148 of the Code; (iii) the calculation of any amount required to be rebated to the United States under Section 148 of the Code; or (iv) compliance by the Issuer, the Company or the Charter School with the Tax Certificate.

(p) To the extent that it is necessary for the Trustee to determine whether any person is a Beneficial Owner under a book-entry system maintained by a securities depository, the Trustee shall be entitled to receive and shall be fully protected in relying upon a certification of such person setting forth in satisfactory detail the principal balance and bond certificate owned and any participants through which such bond certificate is held. The Trustee shall be entitled to rely conclusively on information it receives from DTC or other applicable securities depository, its direct participants and the indirect participating brokerage firms for such participants with respect to the identity of a Beneficial Owner. The Trustee shall not be deemed to have actual or constructive knowledge of the books and records of DTC or its participants and shall not be responsible for the accuracy of such books and records. The Trustee shall not be liable for any action taken or omitted by it in good faith at the direction of the Majority Bondholder as to the time, method and place of conducting any proceedings for any remedy available to the Trustee or the exercising of any power conferred by this Indenture, the Loan Agreement or any Security Document. Any action taken, or omitted to be taken, by the Trustee in good faith pursuant to this Indenture, the Loan Agreement or any Security Document upon the request, authority or consent of any person who, at the time of making such request or giving such authority or consent, is a Beneficial Owner of a Bond shall be conclusive and binding upon all future holders of such Bond or Bond executed and delivered in exchange therefor or in place thereof.

(q) Subject to its duties during the occurrence and continuance of an Event of Default of which it has notice in accordance with paragraph (h) of this Section 9.1, the Trustee shall not be bound to make any investigation into or verification of the facts, opinions, calculations, protections, estimates, recommendations or other matters stated in any certificate, opinion, report, study, financial statement, funding applications or submissions, notice, request, Company Request, direction, resolution, consent, plan, order or other paper or document submitted to the Trustee by the Company, the Charter School

or any consultant or other professional retained by the Company or the Charter School pursuant to the Loan Agreement, the Pledge Agreement or any other Security Document; provided, that in the case of any such document specifically required to be furnished to the Trustee hereby or by the Loan Agreement, the Pledge Agreement or other Security Document, the Trustee shall be under a duty to examine the same to determine whether or not it conforms to the requirements hereof or thereof. The Trustee shall hold such documents for safe-keeping purposes only, and the Trustee's receipt of such documents shall not constitute constructive or actual notice of any information contained therein or determinable from information contained therein. The Trustee may provide copies thereof to Holders that request such information.

(r) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include, but not be limited to, acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics, quarantine restrictions, or other similar occurrences.

(s) The Trustee shall be under no responsibility to approve or evaluate any attorney, expert, consultant, or other skilled person selected by the Issuer, the Company, or the Charter School for any of the purposes expressed in this Indenture, the Loan Agreement, or other Security Document.

(t) The Trustee shall have the right to accept and act upon instructions or directions, including funds transfer instructions, pursuant to this Indenture and the Security Documents sent by Electronic Means (hereinafter defined); provided, however, that the Issuer, the Company and the Charter School (each a "Sender") shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions ("Authorized Officers"), which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. As used in this paragraph, "Electronic Means" means a portable document format ("pdf") or other replicating image attached to an unsecured email, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee), or another method or system specified by the Trustee as available for use in connection with its services hereunder. If a Sender elects to give the Trustee instructions by Electronic Means and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. Each Sender agrees that the Trustee cannot determine the identity of the actual sender of such instructions and that the Trustee shall conclusively presume that instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. Each Sender shall be responsible for ensuring that only their respective Authorized Officers transmit such instructions to the Trustee, and the Senders and their Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee, if any. The Trustee shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a

subsequent written instruction delivered by other means. Each Sender agrees (i) to assume all risks arising out of the use of such Electronic Means to submit instructions and direction to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the use of Electronic Means; (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) that it will notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

SECTION 9.2. Fees, Charges, and Expenses of the Trustee. The Trustee and any paying agents shall be entitled to payment and reimbursement for fees for their services rendered hereunder, except for expenses incurred because of the Trustee's negligence, and for all advances and expenditures, including but not limited to advances to and fees and expenses of accountants, consultants, counsel (including allocable costs of in-house counsel), agents or other experts employed by it in the exercise and performance of its powers and duties, reasonably and necessarily made or incurred by the Trustee in connection with such services, as provided in Section 4.2(c) of the Loan Agreement. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of, premium, if any, and interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by the Trustee. The obligation to pay such amounts shall survive the payment in full or defeasance of the Bonds or the removal or resignation of the Trustee.

SECTION 9.3. Notice to Bondholders if Event of Default Occurs. If an Event of Default occurs of which the Trustee is by Section 9.1(h) hereof required to take notice or if notice of Event of Default be given as therein provided, then the Trustee shall promptly give written notice thereof to the Bondholders and post such notice on EMMA.

SECTION 9.4. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Bondholders of the Bonds, the Trustee may intervene on behalf of Bondholders and shall do so if requested by an instrument or one or more concurrent instruments in writing signed by Majority Bondholder(s), and if indemnified as provided in Section 9.1(l) of this Indenture.

SECTION 9.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. In case any of the Bonds to be issued hereunder shall have been authenticated, but not delivered, any successor Trustee may adopt the certificate of any predecessor

Trustee, and deliver the same as authenticated; and, in case any of such Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of such successor Trustee.

SECTION 9.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty (30) days written notice by first-class mail, at the Company's expense, to the Issuer, the Company, and the Registered Owner(s) as shown by the list of Registered Owner(s) required by Section 2.8 hereof to be kept by the Trustee and any Bondholder who has provided the Trustee with its contact address for notices, and such resignation shall not take effect until the appointment of a successor Trustee pursuant to Section 9.8 below.

SECTION 9.7. Removal of the Trustee. The Trustee may be removed at any time upon thirty (30) days written notice with notice to the Issuer and the Company or, with the consent of the Issuer, by an instrument or one or more concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by Majority Bondholder(s); provided, however, that such removal by the Majority Bondholder(s) or the Issuer shall not take effect until the appointment of a successor Trustee pursuant to Section 9.8 below. If the successor has not been appointed within such thirty (30) day period, the Trustee may petition any court of competent jurisdiction in the State for the appointment of a successor.

SECTION 9.8. Appointment of Successor Trustee by Bondholders. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may (and shall, in the event of a resignation or removal) be appointed by the Majority Bondholder(s), by an instrument or one or more concurrent instruments in writing signed by Bondholders who in the aggregate qualify as the Majority Bondholder(s), their registered investment advisor who has investment discretion for such Bondholders, or by their attorneys in fact duly authorized, a copy of which shall be delivered personally or sent by private overnight delivery service to the Issuer and to the Trustee who is being replaced. In case of any such vacancy for sixty (60) days, the Issuer, by an instrument executed, attested, and sealed by an Authorized Issuer Representative, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Majority Bondholder(s) in the manner above provided; and such temporary trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee appointed by the Majority Bondholder(s). Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing, duly incorporated or organized; be duly authorized to exercise trust powers, be subject to examination by a federal or state authority, having a reported capital and surplus of not less than $75,000,000 if there be such an institution willing, qualified, and able to accept the trust upon customary terms. The Trustee's rights to indemnity and reimbursement of outstanding fees and expenses shall survive the Trustee's resignation or removal. The Trustee shall be entitled to deduct its fees and expenses from the Trust Estate prior to transferring any amounts to a successor trustee.

SECTION 9.9. Acceptance by Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and

thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and money held by it as the Trustee hereunder, together with an electronic copy of the bond transcript, to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers, and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged, and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded, if any.

SECTION 9.10. Right of the Trustee to Pay Assessments and Other Charges. In case any assessment, governmental or other charge upon, with respect to, any part of the School Facilities is not paid as required herein or in the Loan Agreement or the Mortgage, the Trustee may, but shall not be required to, pay such assessment, governmental or other charge, without prejudice, however, to any rights of the Trustee or the Bondholders arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment, shall become so much additional indebtedness (to the Trustee) secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds, and shall be paid out of the proceeds of revenues collected from the School Facilities, if not otherwise caused to be paid; but the Trustee shall not be under any obligation to make any such payment unless it shall have been requested to do so by the Majority Bondholder(s) and shall have been provided with adequate funds for the purpose of such payment.

SECTION 9.11. Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as the Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Loan Agreement or any other Security Document, and in particular in case of the enforcement of any of them upon an Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, after receipt of an opinion of counsel confirming its decision, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-Trustee. The following provisions of this Section are adapted to these ends.

The Trustee, after consultation with the Majority Bondholder(s), may appoint an additional individual or institution as a separate or co-Trustee, in which event each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall also be exercisable by and vest in such separate or co-Trustee, but only to the extent necessary to enable such separate or co-Trustee to exercise such powers, rights and remedies, and every

covenant and obligation necessary to the exercise thereof by such separate or co-Trustee shall run to and be enforceable by either of them. The qualifications of the co-Trustee shall be the same as those required of a Trustee under Section 9.8 above.

Should any deed, conveyance, or instrument in writing from the Issuer be required by the separate or co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such separate or co-Trustee such properties, rights, powers, trusts, duties, and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged, and delivered by the Issuer. In case any separate or co-Trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties, and obligations of such separate or co-Trustee, so far as permitted by law, shall vest in, and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate or co-Trustee.

ARTICLE X

SUPPLEMENTAL INDENTURES

SECTION 10.1. Supplemental Indentures Not Requiring Consent of Bondholders. The Issuer and the Trustee may, without consent of, but with ten (10) Business Days' notice to, the Bondholders (solely through a notice posted on EMMA), enter into an indenture or indentures supplemental to this Indenture for any one (1) or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, covenants, agreements, powers, or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee which are not contrary to or inconsistent to the material prejudice of Bondholders with this Indenture as then in effect;

(c) To subject to this Indenture additional revenues, properties, or collateral;

(d) To modify, amend, or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America;

(e) To evidence the appointment of a separate or co-Trustee or the succession of a new Trustee hereunder;

(f) To provide for the issuance of Additional Bonds in accordance with the provisions of Section 2.12 hereof;

(g) If a Series of Bonds are all Depository Bonds, amend, modify, alter, or replace the Letter of Representations or other provisions relating to Depository Bonds;

(h) To comply with changes to applicable State laws; and

(i) To amend or modify any provision of this Indenture so long as such amendment or modification does not materially adversely affect the interests of the Registered owners of the Bonds.

The Trustee shall not be obligated to enter into any such supplemental Indenture which adversely affects the Trustee's own rights, duties or immunities under this Indenture.

SECTION 10.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures permitted by Section 10.1 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Majority Bondholder(s) shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to require or consent to and approve the execution by the Issuer and the Trustee of such other

indenture or indentures supplemental hereto for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture.

Notwithstanding the foregoing, nothing in this Section or in Section 10.1 hereof shall permit, or be construed as permitting, without the consent of the Bondholders of not less than **[2/3] [seventy-five percent (75%)]** in aggregate principal amount of the Outstanding Bonds, any of the following:

(a) an extension of the maturity of the principal of, or the interest on, any Bond issued under this Indenture;

(b) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon;

(c) the creation of any lien ranking prior to or on a parity with the lien of this Indenture on the Trust Estate or any part thereof other than to provide for the issuance of parity Additional Bonds in accordance with the provisions of Section 2.12 of this Indenture; or

(d) the deprivation of the Bondholder of any Outstanding Bond of the lien hereby created on the Trust Estate, and provided further, that nothing in this Section or in Section 10.1 of this Indenture shall permit, or be construed as permitting, without the consent of the Bondholders of all Outstanding Bonds (i) a privilege or priority of any Bond or Bonds over any other Bond or Bonds; or (ii) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indentures or any modifications or waiver of the provisions of the Loan Agreement or any Security Document.

If at any time the Issuer requests the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture, together with a copy of the proposed supplemental indenture to be posted on EMMA and given to the Bondholders through the Depository to the Registered Owner(s) required by the terms of Section 2.8 of this Indenture to be kept at the designated corporate trust office of the Trustee. Such notices shall be prepared by the Company on behalf of the Issuer and shall briefly set forth the nature of the proposed supplemental indenture. If **[within forty-five (45) days following such notices,]** the required Bondholder consents shall have been received by the Trustee, no Bondholder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article shall not become effective unless and until the Company shall have consented to the

execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution of any such supplemental indenture together with a copy of the proposed supplemental indenture to be delivered via e-mail to the contact person on file with the Trustee or mailed by certified or registered mail to the Company at least fifteen (15) Business Days prior to the proposed date of execution and delivery of any such supplemental indenture. The Company shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a written letter of protest or objection thereto signed by or on behalf of the Company on or before fifteen (15) Business Days after the mailing of said notice to the address provided to the Trustee and listed in the Loan Agreement.

Each supplemental indenture executed and delivered pursuant to the provisions of this Section 10.2 shall take effect when the required Bondholder consents are received consistent with the provisions of Section 12.1 below.

SECTION 10.3. Opinion of Counsel Required. Notwithstanding anything in this Article X to the contrary, no supplemental indenture may be entered into unless the Issuer and the Trustee have first received the following opinion letters. Subject to the provisions of Section 9.1, the Trustee in executing or accepting the additional trusts permitted by this Article or the modifications thereby of the trusts created by this Indenture may rely, and shall be fully protected in relying, on (i) an opinion of Counsel (including Counsel to the Company or Bond Counsel) stating that (a) the execution of such supplemental indenture is authorized or permitted by this Indenture and (b) all conditions precedent to the execution and delivery of such supplemental indenture have been complied with, and (ii) a Favorable Opinion of Bond Counsel that the execution and performance of such supplemental indenture shall not, in and of itself, adversely affect the federal income tax status of the Tax-Exempt Bonds. The Trustee may accept and rely upon such opinion of Counsel as conclusive evidence that any supplemental indenture executed pursuant to the provisions of this Article complies with the requirements of this Article. The Trustee is not obligated to enter into an amendment that adversely affects its rights.

SECTION 10.4. Effect of Supplemental Indentures. Upon the execution and delivery of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every holder of any Bond theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

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ARTICLE XI

AMENDMENT OF SECURITY DOCUMENTS

SECTION 11.1. Amendments to Security Documents Not Requiring Consent of Bondholders. Without the consent of or notice to the Bondholders, the Issuer, the Company, the Charter School, and the Trustee may amend, change or modify and consent to any amendment, change or modification of the Issuer Documents, the Company Documents, the School Documents and the Security Documents as may be required (a) by the provisions of the Agreement or this Indenture, (b) for the purpose of curing any ambiguity, inconsistency or defect or omission in the Loan Documents, (c) in connection with an amendment or to effect any purpose for which there could be an amendment of this Indenture pursuant to Section 10.1, (d) in connection with implementing the issuance of Additional Bonds, or (e) in connection with any other change therein which is not to the material prejudice of the Trustee or the Bondholders. Additionally, without the consent of the Bondholders, the Company and the Charter School shall have the right to amend the Lease by providing a statement of the specific rent due in any year; provided that no amendment shall reduce the rent in any year to an amount less than the Schedule of Minimum Base Rent (as defined in the Lease) for such year.

The Issuer and the Trustee shall without the consent of the Bondholders, but with ten (10) days' prior written notice to the Bondholders, amend, change or modify or consent to any amendment, change or modification of the Security Documents as may be required (a) so as to more precisely identify the Project, the School Facilities, or the Mortgaged Property (as defined in the Mortgage) or to substitute or add additional improvements, equipment or furnishings to the School Facilities or additional rights or interests in property acquired in accordance with the provisions of the Security Documents; (b) to enter into an indenture or indentures supplemental hereto as provided in Section 10.2 of this Indenture; (c) to assign rights and obligations under the Security Documents; or (d) to effectuate the sale of unimproved real property as described in the Mortgage and allowed under Section 8.5 of the Loan Agreement in compliance with the requirements of Section 3.5 of the Tax Certificate.

SECTION 11.2. Amendments to Security Documents Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 11.1 hereof, neither the Issuer nor the Trustee shall amend, change or modify or consent to any other amendment, change or modification of the Security Documents without mailing of notice to the Bondholders and the written approval or consent of the Majority Bondholder(s), provided that the consent of the Bondholders of not less than **[2/3] [seventy-five percent (75%)]** in aggregate principal amount of the Outstanding Bonds is required for any amendment, change or modification of the Security Documents that would permit the termination or cancellation of the Security Documents or a reduction in or postponement of the payments under the Security Documents or any change in the provisions relating to the payment thereunder. If at any time the Issuer and the Company shall request the consent of the Trustee to any such proposed amendment, change or modification of the Security Documents pursuant to this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 10.2 of this Indenture with respect to supplemental indentures. Such notice shall be prepared by the Issuer or the Company, shall briefly set forth the nature of such proposed amendment, change or

modification as prepared by the Issuer or the Company, and shall include a copy of the proposed amendment. The Trustee is not obligated to enter into an amendment that adversely affects its rights.

Each amendment to a Security Document executed and delivered pursuant to the provisions of this Section 11.2 shall take effect when and the required Bondholder consents are received consistent with the provisions of Section 12.1 below.

SECTION 11.3. Opinions of Counsel Required. Notwithstanding anything in this Article XI to the contrary, the Security Documents may not be amended unless the Issuer and the Trustee have first received the following opinion letters. In consenting to an amendment, change or modification to the Loan Documents permitted by this Article XI, the Issuer and the Trustee shall receive, and (subject, with respect to the Trustee, to Section 9.1) shall be fully protected in relying upon, (i) an opinion of Counsel (which may be Counsel to the Company or Bond Counsel) stating that (a) the execution of such consent, amendment, change or modification is authorized or permitted by this Indenture and the applicable Security Document, and (b) all conditions precedent to the execution and delivery of such consent, amendment, change or modification have been complied with (ii) and a Favorable Opinion of Bond Counsel that the delivery and performance of such amendment, change or modification shall not, in and of itself, adversely affect the federal income tax status of the Tax-Exempt Bonds. The Trustee is not obligated to enter into an amendment that adversely affects its rights. The Trustee and the Issuer may accept and rely upon such opinion of Counsel as conclusive evidence that any such consent, amendment, change or modification complies with the provisions of this Article.

SECTION 11.4. Subordination Agreement. The Trustee, the Charter School, and the Company may execute and enter into any subordination agreement in connection with the incurrence of any permitted Indebtedness to explicitly establish the subordination of such permitted Indebtedness to the security for the Bonds issued under this Indenture.

SECTION 11.5. Account Control Agreement. The Trustee, the Charter School, and the Company may execute and enter into any replacements or any amendments or supplements to the Account Control Agreement or enter into an intercreditor agreement which would be permitted with respect to the Security Documents, in connection with the incurrence of Short-Term Indebtedness. The Trustee shall be provided with an opinion of Counsel in connection with any such replacements, amendments or supplements to the Account Control Agreement, that any such replacement, amendment or supplement to the Account Control Agreement is authorized and permitted, and the execution thereof of an intercreditor agreement is authorized under the terms of the Security Documents and is enforceable against the Company and the Charter School.

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ARTICLE XII

MISCELLANEOUS

SECTION 12.1. Consents of Bondholders. Any consent, request, direction, approval, objection, or other instrument required by this Indenture to be signed and executed by one or more Bondholders may be in any number of concurrent writings or documents of similar tenor and may be signed or executed by such Bondholder(s) in person or by an agent appointed in writing. For the avoidance of doubt, proof of the execution of any such consent, request, direction, approval, objection, or other instrument or of the written appointment of any such agent or of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 2.8 of this Indenture.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the Bondholder of such Bond until the Trustee shall have received notice in writing to the contrary. For purposes of consents, requests, directions, approvals, objections or other instruments required by this Indenture to be signed and executed by one or more Bondholders, Bonds owned by the Issuer, the Company or the Charter School or any affiliate thereof are not deemed "Outstanding "; provided, however, that for the purpose of determining whether the Trustee shall be protected in relying upon any such written consents, only Bonds that the Trustee actually knows to be so owned shall be so disregarded.

A copy of such supplemental indenture (or brief summary thereof or reference thereto prepared by the Company) or such amendment to a Security Document, together with a request to Bondholders for their consent thereto prepared by the Company, shall be sent by the Company, or at the written direction of the Company, by the Trustee, to Bondholders, at the expense of the Company, by industry standard means selected by the Trustee for such communication which may include first-class mail postage prepaid, e-mail, DTC, posting on EMMA, provided that a failure to mail such request shall not affect the validity of the supplemental indenture when consented to as provided hereinafter. Such supplemental indenture or amendment to the Security Documents requiring the consent of Bondholders as provided in Section 10.2 or 11.2, as applicable, shall not be effective unless and until there shall have been filed with the Trustee (a) the written consents of Bondholders of the percentage of Bonds specified in Section 10.2 or 11.2, as applicable, and (b) the opinions of Counsel required in Articles X and XI, as applicable. Any such consent shall be binding upon the Bondholder giving such consent and upon any subsequent holder of such Bonds

and of any Bonds issued in exchange therefor or in lieu thereof (whether or not such subsequent Bondholder has notice thereof), unless such consent is revoked in writing by the Bondholder giving such consent or a subsequent holder.

SECTION 12.2. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the Company and the Bondholders of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions herein contained. This Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto the Company, and the Bondholders of the Bonds, as herein provided. Notwithstanding the above, the rights of the Company hereunder shall be construed in all cases as junior to the rights of the Bondholders.

SECTION 12.3. Severability. If any term or provision of this Indenture or the Bonds shall be held or deemed to be or shall, in fact, be invalid, illegal, inoperative, or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because such term or provision conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever, and such term and provision shall be valid and enforced to the fullest extent permitted by law.

SECTION 12.4. Limitation of Liability of Officials of Issuer.

(a) Anything in this Indenture to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Issuer by the Trustee or the Company as to the existence of any fact or state of affairs required hereunder to be noticed by the Issuer.

(b) No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer contained in this Indenture, any other Issuer Documents, or in any Bond or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Issuer contained in any agreement, instrument, or certificate executed in connection with the Project or the issuance and sale of the Bonds, against any of the Issuer Indemnified Parties, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any of the Issuer Indemnified Parties, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into by the Issuer with the Company or the Trustee, or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against each of the Issuer Indemnified Parties is, by the execution of the Bonds, this Indenture, and the other documents executed by the Issuer, and as a condition of, and as part of the consideration for, the execution of the Bonds, this Indenture, and the other documents executed by the Issuer, is expressly waived and released.

(c) No agreements or provisions contained in this Indenture, or any agreement, covenant, or undertaking by the Issuer in connection with the Project or the issuance, sale, and/or delivery of the Bonds shall give rise to a charge against the general credit of the Issuer, or shall obligate the Issuer financially in any way, except as may be payable from the revenues pledged hereby for the payment of the Bonds and their application as provided in this Indenture. No failure of the Issuer to comply with any term, covenant, or agreement contained in the Bonds, this Indenture or the Loan Agreement, or in any document executed by the Issuer in connection with the Project, the School Facilities or the issuance and sale of the Bonds, shall subject the Issuer to liability for any claim for damages, costs, or other financial or pecuniary charge, except to the extent the same can be paid or recovered from the revenues pledged for the payment of the Bonds or other revenues derived under the Loan Agreement. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant, or agreement herein; provided that no costs, expenses, or other monetary relief shall be recoverable from the Issuer, except as may be payable from the revenues pledged under this Indenture for the payment of the Bonds or other revenue derived under the Loan Agreement. No provision, covenant, or agreement contained herein, or any obligations imposed upon the Issuer, or the breach thereof, shall constitute an indebtedness of the Issuer within the meaning of any State constitutional or statutory limitation or shall constitute or give rise to a charge against the Issuer's general credit. In making the agreements, provisions, and covenants set forth in this Indenture, the Issuer has not obligated itself, except with respect to the application of the revenues pledged in this Indenture for the payment of the Bonds or other revenues derived under the Loan Agreement.

(d) Nothing contained in this Indenture shall in any way obligate the Issuer to pay any debt or meet any financial obligations to any Person at any time except from money received under the provisions of this Indenture or from the exercise of the Issuer's rights hereunder. Nothing contained in this Bond Indenture shall in any way obligate the Issuer to pay such debts or meet such financial obligations from money received for the Issuer's own purposes. The Bonds secured by this Indenture do not now and shall never constitute a general obligation or debt of the Issuer or a pledge of the faith and credit of the State, or any other political subdivision thereof, and each covenant and undertaking by the Issuer in this Indenture and in the Bonds to make payments is not a general obligation or debt of the Issuer or a pledge of the faith and credit of the State, but is a special, limited obligation payable solely from the Trust Estate pledged for their payment in accordance with this Indenture.

SECTION 12.5. Notices. Any notice, request, complaint, demand, communication, or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail unless otherwise indicated, postage prepaid, by Electronic Means (in accordance with Section 9.1(r) hereof), or by confirmed telecopy, addressed as follows:

If to the Issuer:

City of Ramsey, Minnesota
7550 Sunwood Drive NW
Ramsey, MN 55303
Attn: City Administrator
Email: bhagen@cityoframsey.com

If to the Trustee:	U.S. Bank Trust Company, National Association Mail Code EP-MN-WS3C 60 Livingston Avenue St. Paul, MN 55107 Attn: Christine Robinette, Vice President Email: Christine.robinette@usbank.com
If to the Company:	PCS Building Company 7250 East Ramsey Parkway Ramsey, MN 55303 Attn: _____ Email: _____
With a copy to:	Dorsey & Whitney LLP Suite 1500, 50 South 6th Street Minneapolis, MN 55402 Attn: Rhonda Skoby Email: skoby.rhonda@dorsey.com
If to the Charter School:	PACT Charter School 7250 East Ramsey Parkway Ramsey, MN 55303 Attn: Jack Nyquist Email: j.nyquist@pactcharter.org
With a copy to:	Dorsey & Whitney LLP Suite 1500, 50 South 6th Street Minneapolis, MN 55402 Attn: Rhonda Skoby Email: skoby.rhonda@dorsey.com

Any of the foregoing may designate, by writing delivered to the addresses stated in or pursuant to this Section 12.5, any further or different addresses to which subsequent notices, certificates or other communications shall be sent. The Trustee shall not be deemed to have received, and shall not be liable for failing to act upon, the contents of any notice, request, complaint, demand, or communication unless and until the Trustee actually receives such notice.

All notices, approvals, consents, requests, and any communications to the Trustee hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign, or any other electronic signature provider acceptable to the Trustee). Electronic signatures believed by the Trustee to comply with the ESIGN ACT of 2000, or other applicable law shall be deemed original signatures for all purposes. If the Issuer, Company, or Charter School chooses to use electronic signatures to sign documents delivered to the Trustee, the Issuer, Company, or the Charter School, as applicable, agrees to assume all risks arising out of its use of electronic signatures, including without limitation

the risk of the Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

SECTION 12.6. No Personal Liability of Officials of Issuer or Trustee. No covenant or agreement contained in the Bonds or in this Indenture shall be deemed to be the covenant or agreement of any elected, appointed or otherwise engaged governing body member, official, director, officer, agent, member, consultant, contractor, or legal counsel of the Issuer in his or her individual capacity or any officer, agent, member, consultant or employee of the Trustee in his or her individual capacity, and neither the members of the governing body of the Issuer nor any official executing the Bonds, including any officer or employee of the Trustee, shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 12.7. Remedies of the Issuer. Notwithstanding any contrary provision in this Indenture, the Issuer shall have the right to take any action or make any decision with respect to proceedings for indemnity against the liability of the Issuer, the Company and the respective personnel and for collection reimbursements. The Issuer may enforce its rights under the Loan Agreement which have not been assigned to the Trustee by legal proceedings for the specific performance of any obligation contained therein and herein or for the enforcement of any other appropriate legal or equitable remedy, and may recover damages caused by any breach by the Company of its obligations to the Issuer under the Loan Agreement, including court costs, reasonable attorneys' fees and other costs and expenses incurred in enforcing such obligations.

SECTION 12.8. Limitation on Actions. The Issuer shall not be required to monitor, or provide information or disclosure concerning the financial condition of the Company or other matters relating to the Bonds and shall not have any responsibility with respect to notices, certificates or other documents filed with it hereunder or under the Loan Agreement. The Issuer shall not be required to take notice of any breach or default except when given notice thereof by the Trustee, or the Bondholders, as the case may be. The Issuer shall not be required to take any action unless indemnity reasonably satisfactory to it is furnished for expenses or liability to be incurred therein (other than the giving of notice). The Issuer, upon written request of the Bondholders, or the Trustee, shall cooperate to the extent reasonably necessary to enable the Trustee to exercise any power granted to the Trustee by this Indenture.

SECTION 12.9. Responsibility. The Issuer shall be entitled to the advice of counsel (who may be counsel for any party or for any Bondholder or Beneficial Owner unless an opinion of independent counsel or opinion of Bond Counsel is required hereunder) and shall be wholly protected as to any actions taken or omitted to be taken in good faith in reliance on such advice. The Issuer may rely conclusively on any notice, certificate or other document furnished to it hereunder or pursuant to the Loan Agreement or the Bond Purchase Agreement and reasonably believed by it to be genuine. The Issuer shall not be liable for any action taken by it in good faith and reasonably believed by it to be within the discretion or power conferred upon it, or in good faith omitted to be taken by it because it was reasonably believed to be beyond the discretion or power conferred upon it or taken by it pursuant to any direction or instruction by which it is governed hereunder or omitted to be taken by it by reason of the lack of direction or instruction

required for such action hereunder, or be responsible for the consequences of any error of judgment reasonably made by it. When any payment, consent or other action by the Issuer is called for by this Indenture or the Loan Agreement, the Issuer may defer such action pending such investigation or inquiry or receipt of such evidence, if any, as it may require in support thereof. A permissive right or power to act in the Issuer shall not be construed as a requirement to act, and no delay in the exercise of a right or power shall affect the subsequent exercise thereof. The Issuer shall in no event be liable for the application or misapplication of funds, or for other acts or defaults by any Person. No recourse shall be had by the Company, the Trustee, any Bondholder or any Beneficial Owner for any claim based on this Indenture or the Bonds against any of the Issuer's governing body members, officers, employees, legal counsel, financial advisors or agents unless such claim is based upon the willful dishonesty or intentional violation of law of such person.

SECTION 12.10. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

SECTION 12.11. Counterparts. This Indenture may be simultaneously executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument, but all of which, when taken together, shall constitute but one and the same instrument, and shall become effective when copies hereof shall be delivered to each of the parties hereto, which copies, when taken together, bear the signatures of each of the parties hereto.

SECTION 12.12. Applicable Provisions of Law. This Indenture shall be governed in all respects including validity, interpretation and effect by, and shall be enforceable in accordance with, the laws of the United States of America and of the State.

SECTION 12.13. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Trustee, the paying agent, if any, and the Bondholders of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Issuer and the Company shall be for the sole and exclusive benefit of the Trustee, the paying agent, if any, and the Bondholders of the Bonds.

SECTION 12.14. Survival of Certain Provisions. Notwithstanding anything in this Indenture to the contrary, any provisions of this Indenture which relate to the majority of the Bonds, interest payments and dates therefor, optional and mandatory redemption provisions, credit against sinking fund payments, exchange, transfer and cancellation of the Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of the Bonds, non-presentation of the Bonds, the holding of money in trust, and repayments to the Company and the Issuer from Indenture funds and accounts, the rebate of amounts to the United States of America, and the rights, remedies and duties of the Trustee and the Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Trustee, the Registrar, the Paying Agent and the Owners notwithstanding the release and discharge of this Indenture. The provisions of this Section 12.14 shall survive the release, discharge, and satisfaction of this Indenture.

SECTION 12.15. Electronic Signatures. The parties agree that the electronic signature of a party to this Indenture shall be as valid as an original signature of such party and shall be effective to bind such party to this Indenture. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature provided by DocuSign or other digital signature provider; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

SECTION 12.16. Patriot Act. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Trustee will request documentation to verify its formation and existence as a legal entity. Furthermore, if required by the Patriot Act, the Trustee may request financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

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IN WITNESS WHEREOF, the Issuer and the Trustee have executed this Indenture of Trust on their respective behalf as of the date and year first written above.

CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

Execution page of the Trustee to the Indenture of Trust, dated as of the date and year first written above.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

By _____
Its _____

EXHIBIT A

FORM OF SERIES 2022A BOND

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

CHARTER SCHOOL LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2022A

No. R-__ **$_____**

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	_____, 20___	_____, 20___	

BONDHOLDER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Ramsey, Minnesota (the "Issuer"), a home rule charter city and political subdivision organized and existing under the Constitution and laws of the State of Minnesota, for value received, promises to pay from the sources and as hereinafter provided, to the Bondholder (named above), or registered assigns, on the Maturity Date (stated above), upon surrender hereof, the Principal Sum (stated above), and in like manner to pay interest on said Principal Sum from the Original Issue Date (stated above) at the Interest Rate per annum (stated above), semiannually on June 1 and December 1 of each year, commencing December 1, 2022 (or, if any such day is not a business day, then on the next business day thereafter with the same effect as if paid on such date), until said Principal Sum is paid, except as the provisions hereinafter set forth with respect to redemption of this Series 2022A Bond prior to maturity may become applicable hereto; provided that during the occurrence and continuance of an Event of Default, this Series 2022A Bond shall bear interest at ten percent (10%) (the "Late Payment Rate") and, from and after a Determination of Taxability, this Series 2022A Bond shall bear interest at the Series 2022A Taxable Rate. Both principal of and premium, if any, on this Series 2022A Bond are payable in lawful money of the United States of America at the designated corporate trust office of U.S. Bank Trust Company, National Association, a national banking association, in Saint Paul, Minnesota, as trustee (the "Trustee"), or at the duly designated office of any successor Trustee or paying agents appointed under the Indenture (hereinafter defined). Payment of interest on this Series 2022A Bond shall be made to the Bondholder hereof on the "Record Date" or "Special Record Date," as the case may be, and shall be paid by check or draft mailed to the person who shall be the Bondholder hereof on the Record Date or Special Record Date, as the case may be, at the address of the Bondholder as it then appears on the registration

books of the Trustee. The Special Record Date shall be a date for payment of interest, specified by the Trustee in the event of a default on the payment of interest. Interest shall also be payable by wire transfer to an account in a domestic financial institution designated in writing to the Trustee, on or before the appropriate record date, upon request by, and at the expense of, a Bondholder of at least $1,000,000 in an initial aggregate principal amount of the Series 2022 Bonds (hereinafter defined). Capitalized terms used herein that are not otherwise defined shall have the meanings provided in the Indenture.

So long as this Series 2022A Bond is registered in the name of a nominee of The Depository Trust Company ("DTC"), payment of principal, premium, if any, and interest on this Series 2022A Bond shall be made as provided in the Letter of Representations and surrender of this Series 2022A Bond shall not be required for payment of the redemption price upon a partial redemption of this Series 2022A Bond. Until termination of the book-entry only system pursuant to the Indenture, Series 2022A Bonds may only be registered in the name of DTC or its nominee.

This Series 2022A Bond is one of an authorized issue of the "School Lease Revenue Bonds (PACT Charter School Project), Series 2022A" (the "Series 2022A Bonds"), limited in aggregate principal amount to $37,095,000. The Series 2022A Bonds are being issued simultaneously with the Issuer's Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022B (the "Series 2022B Bonds," and together with the Series 2022A Bonds, the "Series 2022 Bonds"), limited in aggregate principal amount to $315,000. The Series 2022 Bonds are being used by PCS Building Company, a Minnesota nonprofit corporation (the "Company"), to (i) (a) currently refund the Issuer's outstanding Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series 2013A Bonds"), the proceeds of which were used to advance refund the Issuer's Lease Revenue Bonds (PACT Charter School Project), Series 2004A (the "Series 2004 Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 74,000 square-foot school facility located at 7250 East Ramsey Parkway (the "Original School Facility") in the City of Ramsey, Minnesota (the "City"), which is currently leased to and operated by pact Charter School, a Minneosta nonprofit corporation and 501(c)(3) organization (the "Charter School"), as a public charter school for students in grades kindergarten through twelve, and (b) refinance a taxable note by the Company, the proceeds of which were used for certain improvements to the Original School Facility; (ii) finance certain renovations to the Elementary School Campus to equip it to serve grades Kindergarten through five (the Original School Facility as improved, the "Lower School Campus"); (iii) finance the acquisition of 18 acres of vacant land and the construction and equipping of an approximately 115,000 square-foot school facility located at or about 7633 161st Avenue NW (the "Upper School Campus" and, with the Elementary School Campus, the "School Facilities") in the City, which will be leased together and operated by the School as a public charter school for students in grades six through twelve (the "School Facilities"); (iv) fund required reserves; (v) finance capitalized interest on a portion of the Series 2022 Bonds; and (vi) pay the costs of issuing the Series 2022 Bonds (collectively, (i)-(vi) above shall be referred to as the "2022 Project").

The proceeds from the sale of the Series 2022 Bonds have been loaned by the Issuer to the Company, under the terms of a Loan Agreement, dated as of September 1, 2022 (as from time to time amended and supplemented, the "Loan Agreement"), between the Issuer and the Company, pursuant to which the Company is obligated to pay amounts which are sufficient to (i) pay the principal of, premium, if any, and interest on the Series 2022 Bonds as the same shall become due

in accordance with their terms and provisions and the terms and provisions of the Indenture; (ii) pay the fees and expenses of the Trustee and any paying agents properly payable under the Indenture; and (iii) pay certain expenses of the Issuer related to the issuance of the Series 2022 Bonds. The Company has granted a lien on the School Facilities to the Trustee, pursuant to a Mortgage, Security Document, and Assignment of Rents, dated as of September 1, 2022 (the "Mortgage"), between the Company and the Trustee, to secure the obligations under the Loan Agreement and the Indenture. Copies of the Loan Agreement and the Mortgage are on file at the designated corporate trust office of the Trustee, and reference is hereby made to the Loan Agreement and the Mortgage for the provisions thereof.

THIS SERIES 2022A BOND SHALL BE PAYABLE SOLELY FROM REVENUES DERIVED FROM THE SALE, OPERATION, OR LEASING OF THE SCHOOL FACILITIES AND THE PAYMENTS RECEIVED UNDER THE LOAN AGREEMENT AND, UPON AN EVENT OF DEFAULT, THE MORTGAGE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OF MINNESOTA (THE "STATE"), OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS SERIES 2022A BOND.

The Series 2022 Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust, dated as of September 1, 2022 (as from time to time amended and supplemented, the "Indenture"), between the Issuer and the Trustee, duly executed and delivered by the Issuer to the Trustee and pursuant to which all payments due from the Company to the Issuer under the Loan Agreement are assigned to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Series 2022 Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee, and the Bondholders of the Series 2022A Bonds and the terms upon which the Series 2022A Bonds are issued and secured.

The Series 2022A Bonds are issuable in fully registered form, in minimum denominations of $5,000 or any integral multiple of $5,000 in excess thereof. This Series 2022A Bond is transferable by the Bondholder hereof in person or by its attorney duly authorized in writing at the designated corporate trust office of the Trustee in Saint Paul, Minnesota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 2022A Bond. Upon such transfer a new registered Series 2022A Bond or Series 2022A Bonds of the same series, date, interest rate, and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Issuer and the Trustee and any paying agents may deem and treat the Bondholder hereof as the absolute owner hereof (whether or not this Series 2022A Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Series 2022 Bonds shall be callable at any time upon the occurrence of any of the following: (1) the School Facilities or any portion thereof is damaged or destroyed or taken in a condemnation proceeding to which Section 6.2(b) of the Loan Agreement is applicable; or (2) any

of the events specified in Section 10.2 of the Loan Agreement have occurred and upon the Company's exercising its option to prepay the loan pursuant to Section 10.1 of the Loan Agreement; or (3) upon acceleration because of an Event of Default. If called for redemption at any time for the reasons stated in clause (1), (2) or (3) above, the Series 2022 Bonds shall be subject to redemption by the Issuer at any time in whole or (in the case of redemption pursuant to Section 6.2(b) of the Loan Agreement) in such manner as the Company may direct, less than all of such Series 2022 Bonds of a single maturity to be selected randomly in such manner as the Trustee may determine, such redemption to be at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

The Series 2022 Bonds are subject to redemption by the Issuer at the option of the Company as set forth in Section 3.1(a) of the Indenture.

The Series 2022 Bonds are subject to mandatory sinking fund redemption prior to maturity, and are to be redeemed randomly or such other manner as the Trustee may determine, at one hundred percent (100%) of the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the principal amounts provided in the Indenture.

The Series 2022 Bonds shall be redeemed upon a Determination of Taxability, in whole but not in part, within thirty (30) days after the date of the Determination of Taxability with respect to the Series 2022A Bonds and at a redemption price equal to one hundred three percent (103%) of the principal amount of the Series 2022A Bonds and one hundred percent (100%) of the principal amount of the Series 2022B Bonds, plus accrued interest to the redemption date, plus on certain dates, a premium as set forth in the Indenture.

At the option of the Company, to be exercised by facsimile transmission not less than twenty-five (25) days next proceeding any sinking fund redemption date of a written certificate to the Trustee, the Company may (i) deliver to the Trustee for cancellation Series 2022 Bonds in an aggregate principal amount desired by the Company or (ii) specify a principal amount of Series 2022 Bonds which, prior to said date, have been redeemed (otherwise than through mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Series 2022 Bond so delivered or previously redeemed shall be credited by the Trustee at one hundred percent (100%) of the principal amount against the obligation of the Issuer on such mandatory sinking fund redemption date, and any excess shall be so credited against future sinking fund redemption obligations on such Series 2022 Bonds in chronological order. In the event the Company shall avail itself of the provisions of clause (i) above, the certificate required by the first sentence of this paragraph shall be accompanied by the Series 2022 Bonds to be canceled.

In the event any of the Series 2022 Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Series 2022 Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail at least twenty (20) days and not more than forty-five (45) days prior to the date fixed for redemption to the Bondholder of each Series 2022 Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Series 2022 Bond with respect to which no such failure has occurred. In the case of an optional redemption, the notice may state

(i) that it is conditioned upon the deposit of money, in an amount equal to effect the redemption, with the Trustee on or before the redemption date or (ii) that the Company retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is rescinded as hereinafter described. On or before the redemption date, funds sufficient to redeem such Series 2022 Bonds, including accrued interest thereon to the redemption date, shall be deposited with the Paying Agent. The Series 2022 Bonds thus called shall not, on or after the specified redemption date, bear any interest and, except for the purpose of payment, shall not be entitled to the lien of the Indenture. Any Conditional Redemption may be rescinded in whole or in part at any time prior to the redemption date if the Company delivers a certificate of the Company to the Issuer and the trustee at least five (5) days prior to the redemption date instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected Bondholders. Any Series 2022 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Company to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Series 2022 Bonds called for redemption and not so paid remain Outstanding.

The Series 2022 Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), and pursuant to a resolution adopted by the City Council of the Issuer which authorized the execution and delivery of the Series 2022 Bonds, the Loan Agreement, and the Indenture.

The Bondholder of this Series 2022A Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, unless an event of default as defined in the Indenture shall have occurred, and then only to the extent provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2022 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

This Series 2022A Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2022A Bond to be executed in its name and on its behalf by the facsimile signatures of its authorized officer, as of the Original Issue Date.

CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Series 2022A Bond is one of the Series 2022A Bonds described in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

By _____
Responsible Agent

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto the transferees indicated below the within Series 2022A Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Series 2022A Bond on the books kept for the registration thereof, with full power of substitution in the premises:

Transferee(s)	Principal Amount

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Series 2022A Bond in every particular, without alteration or any change whatever.

Signature must be guaranteed by a member of a Medallion Signature Program:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.

The Trustee will not effect transfer of this Series 2022A Bond unless the information concerning the transferee(s) requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if the Series 2022A Bond is held by joint account)

Insert social security or
other identifying number of
Transferee

_____

_____

EXHIBIT B

FORM OF SERIES 2022B BOND

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

TAXABLE CHARTER SCHOOL LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
SERIES 2022B

No. R-__ **$_____**

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	_____, 20___	_____, 20___	

BONDHOLDER: CEDE & CO.

PRINCIPAL SUM: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Ramsey, Minnesota (the "Issuer"), a home rule charter city and political subdivision organized and existing under the Constitution and laws of the State of Minnesota, for value received, promises to pay from the sources and as hereinafter provided, to the Bondholder (named above), or registered assigns, on the Maturity Date (stated above), upon surrender hereof, the Principal Sum (stated above), and in like manner to pay interest on said Principal Sum from the Original Issue Date (stated above) at the Interest Rate per annum (stated above), semiannually on June 1 and December 1 of each year, commencing December 1, 2022 (or, if any such day is not a business day, then on the next business day thereafter with the same effect as if paid on such date), until said Principal Sum is paid, except as the provisions hereinafter set forth with respect to redemption of this Series 2022B Bond prior to maturity may become applicable hereto; provided that during the occurrence and continuance of an Event of Default, this Series 2022B Bond shall bear interest at the Late Payment Rate. Both principal of and premium, if any, on this Series 2022B Bond are payable in lawful money of the United States of America at the designated corporate trust office of U.S. Bank Trust Company, National Association, a national banking association, in Saint Paul, Minnesota, as trustee (the "Trustee"), or at the duly designated office of any successor Trustee or paying agents appointed under the Indenture (hereinafter defined). Payment of interest on this Series 2022B Bond shall be made to the Bondholder hereof on the "Record Date" or "Special Record Date," as the case may be, and shall be paid by check or draft mailed to the person who shall be the Bondholder hereof on the Record Date or Special Record Date, as the case may be, at the address of the Bondholder as it then appears on the registration books of the Trustee. The Special Record Date shall be a date

for payment of interest, specified by the Trustee in the event of a default on the payment of interest. Interest shall also be payable by wire transfer to an account in a domestic financial institution designated in writing to the Trustee, on or before the appropriate record date, upon request by, and at the expense of, a Bondholder of at least $1,000,000 in an initial aggregate principal amount of the Series 2022 Bonds (hereinafter defined). Capitalized terms used herein that are otherwise not defined shall have the meanings provided in the Indenture.

So long as this Series 2022B Bond is registered in the name of a nominee of The Depository Trust Company ("DTC"), payment of principal, premium, if any, and interest on this Series 2022B Bond shall be made as provided in the Letter of Representations and surrender of this Series 2022B Bond shall not be required for payment of the redemption price upon a partial redemption of this Series 2022B Bond. Until termination of the book-entry only system pursuant to the Indenture, Series 2022B Bonds may only be registered in the name of DTC or its nominee.

This Series 2022B Bond is one of an authorized issue of the "Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022B" (the "Series 2022B Bonds"), limited in aggregate principal amount to $_____. The Series 2022B Bonds are being issued simultaneously with the Issuer's Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022A (the "Series 2022A Bonds," and together with the Series 2022B Bonds, the "Series 2022 Bonds"), limited in aggregate principal amount to $_____. The Series 2022 Bonds are being used by PCS Building Company, a Minnesota nonprofit corporation (the "Company"), to (i) (a) currently refund the Issuer's outstanding Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series 2013A Bonds"), the proceeds of which were used to advance refund the Issuer's Lease Revenue Bonds (PACT Charter School Project), Series 2004A (the "Series 2004 Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 74,000 square-foot school facility located at 7250 East Ramsey Parkway (the "Original School Facility") in the City of Ramsey, Minnesota (the "City"), which is currently leased to and operated by pact Charter School, a Minnesota nonprofit corporation and 501(c)(3) organization (the "Charter School"), as a public charter school for students in grades kindergarten through twelve, and (b) refinance a taxable note by the Company, the proceeds of which were used for certain improvements to the Original School Facility; (ii) finance certain renovations to the Elementary School Campus to equip it to serve grades Kindergarten through five (the Original School Facility as improved, the "Lower School Campus"); (iii) finance the acquisition of 18 acres of vacant land and the construction and equipping of an approximately 115,000 square-foot school facility located at or about 7633 161st Avenue NW (the "Upper School Campus" and, with the Elementary School Campus, the "School Facilities") in the City, which will be leased together and operated by the School as a public charter school for students in grades six through twelve (the "School Facilities"); (iv) fund required reserves; (v) finance capitalized interest on a portion of the Series 2022 Bonds; and (vi) pay the costs of issuing the Series 2022 Bonds (collectively, (i)-(vi) above shall be referred to as the "2022 Project").

The proceeds from the sale of the Series 2022 Bonds have been loaned by the Issuer to the Company, under the terms of a Loan Agreement, dated as of September 1, 2022 (as from time to time amended and supplemented, the "Loan Agreement"), between the Issuer and the Company, pursuant to which the Company is obligated to pay amounts which are sufficient to (i) pay the principal of, premium, if any, and interest on the Series 2022 Bonds as the same shall become due

in accordance with their terms and provisions and the terms and provisions of the Indenture; (ii) pay the fees and expenses of the Trustee and any paying agents properly payable under the Indenture; and (iii) pay certain expenses of the Issuer related to the issuance of the Series 2022 Bonds. The Company has granted a lien on the School Facilities to the Trustee, pursuant to a Mortgage, Security Agreement, and Assignment of Rents, dated as of September 1, 2022 (the "Mortgage"), between the Company and the Trustee, to secure the obligations under the Loan Agreement and the Indenture. Copies of the Loan Agreement and the Mortgage are on file at the designated corporate trust office of the Trustee, and reference is hereby made to the Loan Agreement and the Mortgage for the provisions thereof.

THIS SERIES 2022B BOND SHALL BE PAYABLE SOLELY FROM REVENUES DERIVED FROM THE SALE, OPERATION, OR LEASING OF THE SCHOOL FACILITIES AND THE PAYMENTS RECEIVED UNDER THE LOAN AGREEMENT AND, UPON AN EVENT OF DEFAULT, THE MORTGAGE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE ISSUER, THE STATE OF MINNESOTA (THE "STATE"), OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS SERIES 2022B BOND.

The Series 2022 Bonds are all issued under and are equally and ratably secured by and entitled to the protection of an Indenture of Trust, dated as of September 1, 2022 (as from time to time amended and supplemented, the "Indenture"), between the Issuer and the Trustee, duly executed and delivered by the Issuer to the Trustee and pursuant to which all payments due from the Company to the Issuer under the Loan Agreement are assigned to the Trustee to secure the payment of the principal of, premium, if any, and interest on the Series 2022 Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer, the Trustee, and the Bondholders of the Series 2022B Bonds and the terms upon which the Series 2022B Bonds are issued and secured.

The Series 2022B Bonds are issuable in fully registered form, in minimum denominations of $5,000 or any integral multiple of $5,000 in excess thereof. This Series 2022B Bond is transferable by the Bondholder hereof in person or by its attorney duly authorized in writing at the designated corporate trust office of the Trustee in Saint Paul, Minnesota, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 2022B Bond. Upon such transfer a new registered Series 2022B Bond or Series 2022B Bonds of the same series, date, interest rate, and maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Issuer and the Trustee and any paying agents may deem and treat the Bondholder hereof as the absolute owner hereof (whether or not this Series 2022B Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and premium, if any, and interest due hereon and for all other purposes, and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Series 2022 Bonds shall be callable at any time upon the occurrence of any of the following: (1) the School Facilities or any portion thereof is damaged or destroyed or taken in a condemnation proceeding to which Section 6.2(b) of the Loan Agreement is applicable; or (2) any

of the events specified in Section 10.2 of the Loan Agreement have occurred and upon the Company's exercising its option to prepay the loan pursuant to Section 10.1 of the Loan Agreement; or (3) upon acceleration because of an Event of Default. If called for redemption at any time for the reasons stated in clause (1), (2) or (3) above, the Series 2022 Bonds shall be subject to redemption by the Issuer at any time in whole or (in the case of redemption pursuant to Section 6.2(b) of the Loan Agreement) in such manner as the Company may direct, less than all of such Series 2022 Bonds of a single maturity to be selected randomly in such manner as the Trustee may determine, such redemption to be at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

The Series 2022 Bonds are subject to redemption by the Issuer at the option of the Company as set forth in Section 3.1(a) of the Indenture.

The Series 2022 Bonds are subject to mandatory sinking fund redemption prior to maturity, and are to be redeemed randomly or such other manner as the Trustee may determine, at one hundred percent (100%) of the principal amount thereof plus accrued interest to the date of redemption, on the dates and in the principal amounts provided in the Indenture.

The Series 2022 Bonds shall be redeemed upon a Determination of Taxability, in whole but not in part, within thirty (30) days after the date of the Determination of Taxability with respect to the Series 2022A Bonds and at a redemption price equal to one hundred three percent (103%) of the principal amount of the Series 2022A Bonds and one hundred percent (100%) of the principal amount of the Series 2022B Bonds, plus accrued interest to the redemption date, plus on certain dates, a premium as set forth in the Indenture.

At the option of the Company, to be exercised by facsimile transmission not less than twenty-five (25) days next proceeding any sinking fund redemption date of a written certificate to the Trustee, the Company may (i) deliver to the Trustee for cancellation Series 2022 Bonds in an aggregate principal amount desired by the Company or (ii) specify a principal amount of Series 2022 Bonds which, prior to said date, have been redeemed (otherwise than through mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Series 2022 Bond so delivered or previously redeemed shall be credited by the Trustee at one hundred percent (100%) of the principal amount against the obligation of the Issuer on such mandatory sinking fund redemption date, and any excess shall be so credited against future sinking fund redemption obligations on such Series 2022 Bonds in chronological order. In the event the Company shall avail itself of the provisions of clause (i) above, the certificate required by the first sentence of this paragraph shall be accompanied by the Series 2022 Bonds to be canceled.

In the event any of the Series 2022 Bonds or portions thereof are called for redemption as aforesaid, notice thereof identifying the Series 2022 Bonds or portions thereof to be redeemed will be given by the Trustee by mailing a copy of the redemption notice by first class mail at least twenty (20) days and not more than forty-five (45) days prior to the date fixed for redemption to the Bondholder of each Series 2022 Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Series 2022 Bond with respect to which no such failure has occurred. In the case of an optional redemption, the notice may state

(i) that it is conditioned upon the deposit of money, in an amount equal to effect the redemption, with the Trustee on or before the redemption date or (ii) that the Company retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is rescinded as hereinafter described. On or before the redemption date, funds sufficient to redeem such Series 2022 Bonds, including accrued interest thereon to the redemption date, shall be deposited with the Paying Agent. The Series 2022 Bonds thus called shall not, on or after the specified redemption date, bear any interest and, except for the purpose of payment, shall not be entitled to the lien of the Indenture. Any Conditional Redemption may be rescinded in whole or in part at any time prior to the redemption date if the Company delivers a certificate of the Company to the Issuer and the trustee at least five (5) days prior to the redemption date instructing the Trustee to rescind the redemption notice. The Trustee shall give prompt notice of such rescission to the affected Bondholders. Any Series 2022 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Company to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Series 2022 Bonds called for redemption and not so paid remain Outstanding.

The Series 2022 Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), and pursuant to a resolution adopted by the City Council of the Issuer which authorized the execution and delivery of the Series 2022 Bonds, the Loan Agreement, and the Indenture.

The Bondholder of this Series 2022B Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, unless an event of default as defined in the Indenture shall have occurred, and then only to the extent provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2022 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

This Series 2022B Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2022B Bond to be executed in its name and on its behalf by the facsimile signatures of its authorized officer, as of the Original Issue Date.

CITY OF RAMSEY, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Series 2022B Bond is one of the Series 2022B Bonds described in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee

By _____
Responsible Agent

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto the transferees indicated below the within Series 2022B Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Series 2022B Bond on the books kept for the registration thereof, with full power of substitution in the premises:

Transferee(s)	Principal Amount

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Series 2022B Bond in every particular, without alteration or any change whatever.

Signature must be guaranteed by a member of a Medallion Signature Program:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.

The Trustee will not effect transfer of this Series 2022B Bond unless the information concerning the transferee(s) requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if the Series 2022B Bond is held by joint account)

Insert social security or
other identifying number of
Transferee

_____

_____

EXHIBIT C

FORM OF 2022 PROJECT FUND REQUISITION

2022 PROJECT FUND REQUISITION

U.S. Bank Trust Company, National Association
Mail Code EP-MN-WS3C
60 Livingston Avenue
St. Paul, MN 55107
Attn: Christine Robinette
Email: Christine.robinette@usbank.com

The undersigned, being a duly qualified representative of PCS Building Company, a Minnesota nonprofit corporation (the "Company"), and a duly qualified representative of PACT Charter School, a Minnesota nonprofit corporation and public charter school (the "School"), do hereby certify pursuant to Section 5.4 of the Indenture (defined below) and Section 5.6 of the Loan Agreement, dated as of September 1, 2022 (the "Loan Agreement"), between the City of Ramsey, Minnesota and the Company as follows:

1. We have read Section 5.4 of the Indenture and Section 5.6 of the Loan Agreement and the definitions in the Indenture of Trust, dated as of September 1, 2022 (the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, a national banking association (the "Trustee"), relating thereto. All capitalized terms used in this Request have the meaning given to them in the Indenture. This Request is being delivered to the Trustee in accordance with said Section 5.4 of the Indenture and Section 5.6 of the Loan Agreement.

2. The amount and nature and the name and address of the payee of each item of Project Costs paid by and requested to be reimbursed to the Company is attached hereto as Schedule A, together with a canceled check or receipt for such payment.

3. The amount and nature and the name and address of the payee of each item of Project Costs due and payable by the Company, and requested to be paid to a person other than the Company is attached hereto as Schedule B, along with a statement from the payee.

4. Each item of cost for which payment or reimbursement is requested is or was necessary in connection with the 2022 Project, qualifies as Project Costs under the Loan Agreement and was made or incurred in accordance with the Plans and Specifications currently in effect for the 2022 Project.

5. There has not been filed with or served upon the Company or the Charter School any notice of any lien, right to a lien or attachment upon or claim affecting the right of any such Person to receive payment of the amount stated in this Request that has not been released or will not be released simultaneously with the payment of such obligation, except for liens then being diligently contested in good faith by the Company in compliance with Section 4.4 of the Loan Agreement.

6. No item of cost requested to be paid or reimbursed by this Request has formed the basis for any previous payment from the 2022 Project Fund.

7. No item of cost requested to be paid or reimbursed by this Request constitutes Issuance Costs.

8. The balance remaining in the 2022 Project Fund, after disbursement of money therefrom in accordance with this Request, together with any other money available to the Company for such purpose, will be sufficient to pay the remaining costs of acquiring, renovating, constructing and equipping the 2022 Project in accordance with the Plans and Specifications.

9. No default by the Company under the Loan Agreement, the Disbursing Agreement, the Mortgage, the Tax Certificate, the Subordination, Non-Disturbance and Attornment Agreement, or the Assignment of Lease has occurred that has not been cured.

10. No default by the Charter School under the Pledge Agreement, the Disbursing Agreement, the Tax Certificate, the Subordination, Non-Disturbance and Attornment Agreement, or the Lease has occurred that has not been cured.

11. All representations and warranties made by the Company in the Company Documents are true and correct on and as of the date of this Request with the same effect as if made on this date, and the Company has complied with all of the requirements of the Disbursing Agreement.

12. All representations and warranties made by the Charter School in the Pledge Agreement, the Disbursing Agreement, the Bond Purchase Agreement, the Tax Certificate, and the Lease are true and correct on and as of the date of this Request with the same effect as if made on this date, and the Charter School has complied with all of the requirements of the Disbursing Agreement.

13. The 2022 Project has not been materially injured or damaged by fire or other casualty in a manner which, if not repaired or replaced, would materially impair the ability of the Company to meet its obligations under the Loan Agreement. The representations included in this paragraph need not be made by the Company if the Title Insurer has received assurance as to the availability of insurance proceeds and/or funds supplied by the Company sufficient to effect the restoration of the 2022 Project on or before the Completion Date.

14. In executing and delivering this requisition, the Company is relying on the representations of the Charter School.

You are hereby requested to disburse from the 2022 Project Fund the amounts shown on Schedules A and B and to make payment to the Persons entitled to receipt thereof as shown on said schedules.

Date:_____

PCS BUILDING COMPANY

By _____
Its _____

PACT CHARTER SCHOOL

By _____
Its _____

[**With respect to construction draws only**]
Independent Architect's Certification:

The undersigned _____ certifies that that each item of cost for which payment is requested herein constitutes a Project Cost incurred pursuant to the Plans and Specifications.

_____ Date: _____

_____

SCHEDULE A

EXPENSES INCURRED

Amount	Payee	Description of Expenses

SCHEDULE B

REQUEST FOR CONTRACTOR DRAW

Amount	Payee	Description of Expenses

EXHIBIT D

FORM OF CAPITAL REPAIR AND REPLACEMENT FUND REQUISITION

$37,095,000 **City of Ramsey, Minnesota** **Charter School Lease Revenue Refunding Bonds** **(PACT Charter School Project)** **Series 2022A**	**$315,000** **City of Ramsey, Minnesota** **Taxable Charter School Lease Revenue Refunding Bonds** **(PACT Charter School Project)** **Series 2022B**

CAPITAL REPAIR AND REPLACEMENT FUND REQUISITION

To: U.S. Bank Trust Company, National Association
Mail Code EP-MN-WS3C
60 Livingston Avenue
St. Paul, MN 55107
Attn: Christine Robinette
Email: Christine.robinette@usbank.com

The undersigned, an authorized representative of PCS Building Company, a Minnesota nonprofit corporation (the "Company"), hereby requests a disbursement of $_____ from the Capital Repair and Replacement Fund established under the Indenture of Trust, dated as of September 1, 2022 (the "Indenture"), between the City of Ramsey, Minnesota and U.S. Bank Trust Company, National Association, as trustee, with respect to the above-referenced bonds, and certifies to the Trustee that such amount is required to (i) reimburse the Company for prior repairs or improvements or (ii) pay for improvements of the School Facilities as allowed under the Loan Agreement and Indenture. The undersigned acknowledges and agrees that, subsequent to such disbursement, the Capital Repair and Replacement Fund shall be replenished in accordance with the requirements of Section 5.10 of the Indenture.

Capitalized terms used herein that are otherwise not defined shall have the meanings provided in the Indenture. In executing and delivering this requisition, the Company is relying on the representations of the Charter School.

Dated: _____

PCS BUILDING COMPANY

By _____
Its _____

PACT CHARTER SCHOOL

By _____
Its _____

EXHIBIT E

FORM OF EXPENSE FUND REQUISITION

$37,095,000	**$315,000**
City of Ramsey, Minnesota	**City of Ramsey, Minnesota**
Charter School Lease Revenue Refunding Bonds	**Taxable Charter School Lease Revenue Refunding Bonds**
(PACT Charter School Project)	**(PACT Charter School Project)**
Series 2022A	**Series 2022B**

EXPENSE FUND REQUISITION

To: U.S. Bank Trust Company, National Association
Mail Code EP-MN-WS3C
60 Livingston Avenue
St. Paul, MN 55107
Attn: Christine Robinette
Email: Christine.Robinette@usbank.com

Pursuant to Section 4.11 of the Loan Agreement and Section 5.11 of the Indenture of Trust, dated as of September 1, 2022 (the "Indenture"), between the City of Ramsey, Minnesota and U.S. Bank Trust Company, National Association, as trustee, please disburse $_____ from the Expense Fund for the payment of the _____ due in connection with the above-referenced bonds to the following account:

Bank Name:
ABA:
Account Number:
Account Name:

The obligation(s) has (have) been properly incurred and is (are) a proper charge against the Expense Fund and has (have) not been the basis of any previous withdrawal.

Capitalized terms used herein that are otherwise not defined shall have the meanings provided in the Indenture. In executing and delivering this requisition, the Company is relying on the representations of the Charter School.

Dated: _____

PCS BUILDING COMPANY

By _____
Its _____

PACT CHARTER SCHOOL

By _____
Its _____

EXHIBIT F

FORM OF COMPLETION CERTIFICATE

$37,095,000 **City of Ramsey, Minnesota** **Charter School Lease Revenue Refunding Bonds** **(PACT Charter School Project)** **Series 2022A**	**$315,000** **City of Ramsey, Minnesota** **Taxable Charter School Lease Revenue Refunding Bonds** **(PACT Charter School Project)** **Series 2022B**

We, THE UNDERSIGNED, being the authorized representative of PCS Building Company (the "Company") and _____ of the Company, hereby provide this Company Completion Certificate pursuant to Section 5.4 of the Indenture, dated September 1, 2022 (the "Indenture"), between the City of Ramsey, Minnesota (the "Issuer") and U.S. Bank Trust Company, National Association, as trustee, relating to the Issuer's $37,095,000 Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022A and the Issuer's $315,000 Taxable Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022B, hereby certify for and on behalf of the Company as follows:

The terms defined in the Indenture shall have the same meaning when used herein unless the context or use thereof indicates another or different meaning or intent.

1. The [Elementary School Campus] [Upper School Campus] has been completed in accordance with the Plans and Specifications then in effect;

2. All Project Costs relating thereto have been paid or are due and payable in accordance with the Company Requests;

3. All permits necessary for the occupancy and use of the [Elementary School Campus] [Upper School Campus] have been obtained and are in full force and effect;

4. The [Elementary School Campus] [Upper School Campus] conforms to all applicable zoning, planning and building regulations and is suitable and sufficient for efficient operation for the purpose for which the [Elementary School Campus] [Upper School Campus] will be used; and

5. This Company Certificate is given without prejudice to any rights against third parties which exist at the date hereof or which may subsequently come into being.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, we have hereunder set our hands as duly authorized officers of the Company this _____ day of _____, 20___.

PCS BUILDING COMPANY

By _____
Its _____

ATTEST:

By _____
Its _____

MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS

between

PCS BUILDING COMPANY,
as Mortgagor

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Mortgagee

Dated as of September 1, 2022

Relating to:

$37,095,000	**$315,000**
City of Ramsey, Minnesota	**City of Ramsey, Minnesota**
Charter School Lease Revenue Refunding Bonds	**Taxable Charter School Lease Revenue Refunding Bonds**
(PACT Charter School Project)	**(PACT Charter School Project)**
Series 2022A	**Series 2022B**

This Mortgage, Security Agreement, and Assignment of Rents (the "**Mortgage**") constitutes a fixture financing statement under Minnesota Statues, Section 336.9-502, as amended, and contains after-acquired property provisions.

The maximum indebtedness secured by this Mortgage is $[37,410,000] and matures on June 1, 2057.

This instrument was drafted by:
Taft Stettinius & Hollister LLP
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

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MORTGAGE, SECURITY
AGREEMENT, AND ASSIGNMENT OF RENTS

THIS MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS, dated as of **September 1, 2022** (as amended or supplemented, the "**Mortgage**"), is between **PCS BUILDING COMPANY**, a Minnesota nonprofit corporation, as mortgagor (or any successor thereto, the "**Company**" or "**Mortgagor**), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association, as mortgagee (or any successor thereto, the "**Trustee**" or "**Mortgagee**"). This Mortgage is for the benefit of the Mortgagee and for the registered owners of the Bonds (defined below).

RECITALS

WHEREAS, at the request of the Company, the City of Ramsey, Minnesota (the "**Issuer**") has agreed to issue, under the terms of an Indenture of Trust, dated as of September 1, 2022 (the "**Indenture**"), between the Issuer and the Trustee, its (i) Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022A (the "**Series 2022A Bonds**") in the original aggregate principal amount of $37,095,000; and (ii) Taxable Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022B (the "**Series 2022B Bonds**," and together with the Series 2022A Bonds, the "**Series 2022 Bonds**"), in the original aggregate principal amount of $315,000; and

WHEREAS, the Series 2022A Bonds have a final maturity date of June 1, 2057, and the Series 2022B Bonds have a final maturity date of June 1, 2026; and

WHEREAS, the Issuer will loan the proceeds of the Series 2022 Bonds to the Company pursuant to the terms of a Loan Agreement, dated as of September 1, 2022 (as amended or supplemented from time to time, the "**Loan Agreement**"), between the Issuer and the Company, to (i) (a) currently refund the Issuer's outstanding Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series 2013A Bonds"), the proceeds of which were used to advance refund the Issuer's Lease Revenue Bonds (PACT Charter School Project), Series 2004A (the "Series 2004 Bonds"), the proceeds of which were used to finance the acquisition, construction, and equipping of an approximately 74,000 square-foot school facility located at 7250 East Ramsey Parkway (the "Original School Facility") in the City of Ramsey, Minnesota (the "City"), which is currently leased to and operated by PACT Charter School, a Minnesota nonprofit corporation and 501(c)(3) organization (the "School"), as a public charter school for students in grades Kindergarten through twelve, and (b) refinance a taxable note by the Company, the proceeds of which were used for certain improvements to the Original School Facility; (ii) finance certain renovations to the Original School Facility to equip it to serve grades Kindergarten through five (the Original School Facility as improved, the "Elementary School Campus"); (iii) finance the acquisition of 18 acres of vacant land and the construction and equipping of an approximately 115,000 square-foot school facility located at or about 7633 161st Avenue NW (the "Upper School Campus" and, with the Elementary School Campus, the "School Facilities") in the City, which will be leased to and operated by the School as a public charter school for students in grades six through twelve; (iv) fund required reserves; (v) finance capitalized interest on a portion of the Series 2022

Bonds; and (vi) pay the costs of issuing the Series 2022 Bonds (collectively, (i)-(vi) above shall be referred to as the "2022 Project"); and

WHEREAS, the Project will be located on the property legally described in EXHIBIT A attached hereto and will be owned by the Mortgagor and leased to and operated by the School or any successor thereto, as a Kindergarten through twelve grade school facility; and

WHEREAS, the Issuer's interests in the Loan Agreement, except for certain Unassigned Rights, have been assigned to the Trustee; and

WHEREAS, under the terms of the Loan Agreement, the Company has covenanted, among other things, to make loan repayments sufficient to pay the principal of and interest on the Bonds when due; and

NOW THEREFORE, the Mortgagor and the Mortgagee hereby agree as follows:

(The remainder of this page is intentionally left blank.)

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The terms defined in this Article I shall for all purposes of this Mortgage have the meanings herein specified or those meanings specified in the Indenture, unless the context clearly requires otherwise:

Bonds means the Series 2022 Bonds and any Additional Bonds issued under the Indenture.

Charter School means PACT Charter School, a Minnesota nonprofit corporation, formed as a public charter school.

Company means the Mortgagor, and any successor owner of the Mortgaged Property who agrees to be bound by this Mortgage.

Environmental Regulation has the meaning provided in Section 3.3 hereof.

Event of Default means any event defined as such in the Loan Agreement, the Indenture, or the Lease, the Pledge Agreement, or this Mortgage.

Hazardous Substance has the meaning provided in Section 3.3 hereof.

Indenture means the Indenture of Trust, dated as of September 1, 2022, between the Issuer and the Trustee, as amended and supplemented from time to time.

Issuer means the City of Ramsey, Minnesota, a home rule charter city and political subdivision organized and existing under the Constitution and laws of the State, and any successor.

Land means the same as defined in Section 2.1(a) below.

Lease means the **[Lease Agreement]**, dated as of September 1, 2022, between the Company, as lessor, and the Charter School, as lessee of the Mortgaged Property, as amended and supplemented from time to time.

Loan Agreement means the Loan Agreement, dated as of September 1, 2022, between the Issuer and the Company, as amended or supplemented from time to time.

Loan Repayments means the payments required to be made by the Company pursuant to Section 4.2 of the Loan Agreement.

Mortgage means this Mortgage, Security Agreement, and Assignment of Rents, dated as of September 1, 2022, between the Mortgagor and the Mortgagee, as amended and supplemented from time to time.

Mortgaged Property means all real estate, buildings, equipment, and other interests as more particularly described in subsections (a) through (g), inclusive, of Section 2.1 of this Mortgage, including the real estate described in EXHIBIT A attached to this Mortgage.

Mortgagee means the Trustee, and any successor trustee under the Indenture.

Mortgagor means PCS Building Company, a Minnesota nonprofit corporation, and any successor owner of the Mortgaged Property who agrees to be bound by this Mortgage.

Permitted Encumbrances means those encumbrances set forth in Section 3.2 hereof and listed in EXHIBIT B attached hereto.

Pledge Agreement means the Pledge and Covenant Agreement, dated as of September 1, 2022, between the Charter School and the Trustee, as amended or supplemented from time to time.

Pledged Accounts means the right to receive all receipts, revenues, and income derived by the Mortgagor, or on behalf of the Mortgagor by the Issuer or the Trustee or a receiver, from the Mortgaged Property, including, without limiting the generality of the foregoing, revenues derived from the operation of the Mortgaged Property, whether in the form of accounts receivable, contract rights, general intangibles, or other rights, and the proceeds of such rights, whether now owned or held or hereafter coming into existence.

Project means the Series 2022 Project and any additional project financed by a series of Bonds.

Released Property means any Mortgaged Property released from the Mortgage pursuant to the provisions of Section 4.5 of this Mortgage.

School Facilities means the same as defined in the Indenture.

Series 2022 Project means the same as defined in the recitals of this Mortgage.

Series 2022A Bonds means the Issuer's Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022A, in the original principal amount of $37,095,000, pursuant to the terms of the Indenture.

Series 2022B Bonds means the Issuer's Taxable Charter School Lease Revenue Bonds (PACT Charter School Project), Series 2022B, in the original principal amount of $315,000, pursuant to the terms of the Indenture.

Series 2022 Bonds means the Series 2022A Bonds and the Series 2022B Bonds.

State means the State of Minnesota.

Trustee means U.S. Bank Trust Company, National Association, a national banking association, and any successor trustee under the Indenture.

UCC Collateral means the same as defined in Section 2.3(e) below.

ARTICLE II

MORTGAGE AND SECURITY INTEREST

Section 2.1 **Mortgage and Security Interest.** In order to secure, and as security for, (i) the making of the Loan Repayments by the Mortgagor to the Mortgagee for the account of the Issuer and the benefit of registered owners of the Bonds, pursuant to the Loan Agreement, and (ii) the performance and observance by the Mortgagor of all of the other covenants, agreements, representations, warranties and conditions contained herein, in the Indenture, in the Loan Agreement, or in any Security Agreement (as defined in the Loan Agreement), the Mortgagor by these presents does hereby sell, assign, mortgage, grant, convey, transfer, pledge, set over and confirm unto the Mortgagee, and its successors and assigns forever, with power of sale, and grant a lien on and a security interest in the Mortgaged Property, consisting of all and singular the following described premises and property of the Mortgagor:

(a) That real estate lying and being in the City of Ramsey, Minnesota, Anoka County, described in EXHIBIT A (the "**Land**") attached hereto and made a part hereof as though set forth in full herein;

(b) All buildings, improvements, structures, and appurtenances now standing, or at any time hereafter constructed or placed upon the Land and made a part hereof as though set forth in full herein or any part thereof, including all right, title, and interest of the Mortgagor in and to all building material, plants, fixtures, and trade fixtures of every kind and nature whatsoever on said premises or in any building now or hereafter standing on said real estate, or any part thereof;

(c) The reversion or reversions, remainder or remainders, in and to the Land and each and every part thereof, together with the entire interest of the Mortgagor in and to all and singular the tenements, hereditaments, easements, rights, privileges and appurtenances to said real estate belonging or in any way appertaining thereto;

(d) All the estate, right, title, interest, claim, or demand whatsoever of the Mortgagor, either in law or in equity in possession or expectancy, of, in and to the Land, it being the intention of the parties hereto that so far as may be permitted by law, all tangible personal property now owned or hereafter acquired by the Mortgagor and affixed to or attached to said real estate shall be deemed to be, and shall be considered as, fixtures and appurtenances to said real estate of the Mortgagor;

(e) All of the Mortgagor's right, title, and interest, if any, in and to any streets, rights-of-way, and alleys on or adjoining the Land;

(f) All and singular the furniture, goods, equipment, machinery, inventory, and other tangible personal property owned by the Mortgagor used or suitable for use in the operation or maintenance of the Land and located on the Land, and any items of furniture, goods, equipment, machinery, inventory and other tangible personal property acquired and installed on the Land in addition thereto or in substitution or replacement therefor, and any

proceeds of the same, less any such item as may be released from the lien of this Mortgage pursuant to the terms hereof or of the Loan Agreement;

(g) All leases, including the Lease and other agreements permitted under the Lease, including without limitation insurance contracts pertaining to the occupancy, use, possession or enjoyment of all or any part of the Mortgaged Property, now or hereafter entered into, and any modification, renewal or extension thereof, and all guarantees of the lessees', tenants', or occupants' obligations thereunder, including without limitation deposits of cash or securities (collectively, and hereafter together with the Lease, the "**Leases**"), and all of the rents, royalties, issues, profits, revenue, income, unearned insurance premiums and other benefits hereafter accruing under any Leases or otherwise arising from the ownership, occupancy, use, possession or enjoyment of all or any part of the Mortgaged Property (collectively, the "**Rents and Profits**");

(h) All (a) awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Mortgaged Property, or any alteration of the grade of any street upon which the Mortgaged Property abuts, or any other injury to, taking of, or decrease in the value of the Mortgaged or any part thereof); (b) any unearned premiums on any hazard, casualty, liability, or other insurance policy carried for the benefit of the Mortgagor and/or the Mortgagee with respect to the Mortgaged Property; and (c) all rights of the Mortgagor in, to, under, by virtue of, arising from or growing out of any and all present or future contracts, instruments, accounts, insurance policies, permits, licenses, plans, appraisals, reports, paid fees, choses-in-action, accounts receivable, subdivision restrictions or declarations or other intangibles whatsoever now or hereafter dealing with, affecting or concerning the Mortgaged Property, the improvements thereto, or any portion thereof or interest therein, including but not limited to (i) all contracts, plans and permits for or related to the Mortgaged Property or its development or the construction or refurbishing of improvements on the Mortgaged Property; (ii) any agreements for the provision of utilities to the Mortgaged Property; (iii) all payment, performance and/or other bonds; (iv) any contracts now existing or hereafter made for the sale by Mortgagor of all or any portion of the Mortgaged Property, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such sales contracts, including any purchase-money notes and mortgages made by such purchasers; (v) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Mortgaged Property; and (vi) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including without limitation proceeds of insurance and condemnation awards;

(i) All of the Mortgagor's rights to enter into any lease or lease agreement regarding all or any part of the Mortgaged Property, and all of the Mortgagor's rights to encumber the Mortgaged Property further for debt, the Mortgagor hereby (a) representing, as of the date hereof, there are no encumbrances to secure debt prior or junior to this Mortgage; and (b) covenanting that there are to be none as of the date when this Mortgage is recorded (except the debt evidenced by this Mortgage); and

(j) All of the Mortgagor's present and future Pledged Accounts arising out of or in connection with the Mortgaged Property and all proceeds thereof.

TO HAVE AND TO HOLD, all and singular, the Mortgaged Property and the rights and privileges hereby granted, mortgaged, conveyed, assigned and pledged by the Mortgagor or intended so to be, ratably unto the Mortgagee and its successors and assigns forever, in trust, nevertheless, with power of sale for the benefit and security of each and every registered owner of the Bonds issued under the Indenture, without preference, priority or distinction as to the participation in the lien, benefit and protection hereof of one Bond over or from the others, by reason of priority in the issue or negotiation of maturity thereof, or for any reason whatsoever, except as otherwise expressly provided in the Indenture or the Loan Agreement, so that each and all of such Bonds hereby secured shall have the same right, lien and privilege under this Mortgage and shall be secured equally hereby;

SUBJECT, NEVERTHELESS, to Permitted Encumbrances;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the Mortgagor, or its respective successors or assigns, shall well and truly pay all Loan Repayments applicable to the Bonds on behalf of the Issuer according to the provisions set forth in the Loan Agreement (which is by reference incorporated herein and made a part hereof with the same effect as if it were set forth in full herein) and shall also pay or cause to be paid all other sums payable under the Indenture or the Loan Agreement by the Mortgagor and the Mortgagor shall faithfully and punctually perform all other conditions, covenants and agreements set forth in the Loan Agreement on behalf of the Issuer, then these presents and the estate, lien, security interests and rights hereby granted shall cease, determine and become void, and thereupon the Mortgagee, on payment of its lawful charges and disbursements then unpaid, on demand of the Mortgagor, shall duly execute, acknowledge and deliver to the Mortgagor such instruments of satisfaction or release in respect of the Mortgaged Property as may be necessary or proper to discharge this Mortgage of record, and if necessary shall grant, reassign and deliver to the Mortgagor, its successors or assigns, all and singular the property and interest by it hereby granted, conveyed, mortgaged and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as provided in the Loan Agreement; otherwise this Mortgage shall be and remain in full force.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all of the Mortgaged Property is to be held and applied, subject to the covenants, agreements and conditions set forth in the Loan Agreement and herein.

Section 2.2 Payments and Performances Secured. This Mortgage shall cover and secure:

(a) payment of any and all Loan Repayments pursuant to the Loan Agreement, together with any renewals or extensions thereof but only to the extent such Loan Repayments are applied or will be applied to the payment of the Bonds; notwithstanding anything to the contrary contained herein, the maximum principal amount secured hereby is $**[37,410,000]**;

(b) performance of each covenant, agreement or condition of the Mortgagor set forth in the Loan Agreement, this Mortgage, or any other Security Agreement; and

(c) the payment of all other sums incurred or advanced by the Mortgagee or otherwise becoming due and payable under the provisions of the Indenture, the Loan Agreement, this Mortgage, or any Security Agreement, together with interest thereon at the Late Payment Rate (as defined in the Loan Agreement), including without limitation all advances consisting of protective advances, as described in Minnesota Statutes, Section 287.05, subdivision 4, or any successor statute thereto, as the same may be amended from time to time.

The final maturity date of the debt obligations/indebtedness secured by this Mortgage are June 1, 2057.

Section 2.3 Remedies Upon Event of Default. If one (1) or more Events of Default shall have occurred and be continuing, the Mortgagee shall be entitled to exercise any or all of the remedies set forth or provided in the Loan Agreement, the Assignment of Lease, any other Security Agreements, the Indenture or herein, to the extent permitted by law, including but not limited to (i) petitioning a court of competent jurisdiction for the appointment of a receiver to take possession of and manage and operate the Company or the Mortgaged Property for the benefit of the Issuer, and (ii) declaring all Loan Repayments under the Loan Agreement applicable to the payment of the Bonds immediately due and payable without notice, and the Mortgagee is hereby authorized and empowered to the extent as may from time to time be permitted by law, to foreclose this Mortgage by judicial proceedings or by advertisement with full authority to sell the Mortgaged Property at public auction and convey the same to the purchaser in fee simple in accordance with the laws of the State, and out of the money arising from such sale to retain all sums secured hereby, together with interest and all legal costs and charges of such foreclosure, which costs and charges the Mortgagor agrees to pay.

Without limiting the foregoing, upon an Event of Default the Mortgagee shall have the right, to the extent as may from time to time be permitted by law, to:

(a) Foreclose on this Mortgage, enter and take possession of the Mortgaged Property or any part thereof without termination of the Lease, and use commercially reasonable efforts to lease for any commercial purpose or foreclose and sell the Mortgaged Property or any part thereof for the account of the Mortgagor, holding the Mortgagor liable, to the extent permitted by law, for the difference between the amounts received and the Loan Repayments and other amounts payable by the Mortgagor under the Loan Agreement or otherwise secured hereby; and

(b) Foreclose on this Mortgage, terminate the Lease, exclude the Mortgagor and the Charter School from possession of the Mortgaged Property or any part thereof and use commercially reasonable efforts to lease for any commercial purpose or sell the Mortgaged Property or any part thereof to another for the account of the Mortgagor, holding the Mortgagor liable, to the extent permitted by law, for the difference between the amounts received and the Loan Repayments and other amounts payable by the Mortgagor under the

Loan Agreement or otherwise secured hereby, but only such Loan Repayments as are applicable to the payment of the Bonds; and

(c) The Mortgagee may sell the Mortgaged Property to the highest bidder at public auction in front of the courthouse door or such other location as the sheriff may customarily conduct foreclosure sales in the county, as may be required, where the Mortgaged Property is located, either in person or by auctioneer, after having first given notice of the time, place and terms of sale, together with a description of the property to be sold, as required by Minnesota Statutes, Chapter 580 or 581, as applicable, as the same may be amended from time to time, and, upon payment of the purchase money or credit bid by the Mortgagee, the Mortgagee or any person conducting the sale for Mortgagee (including but not limited to the sheriff of the county where the Mortgaged Property is located) is authorized to execute to the purchaser at said sale a deed or sheriff's certificate of sale to the Mortgaged Property so purchased. The Mortgagee may bid at said sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as the Mortgagee may elect; and

(d) To the extent permitted by law, foreclose on this Mortgage, terminate the Lease, exclude the Mortgagor and the Charter School from possession of the Mortgaged Property or any part thereof, and all Loan Repayments theretofore made by the Mortgagor shall be retained and applied to the payment of principal of and interest on the Bonds, and all interest of the Mortgagor in the Mortgaged Property shall terminate; and

(e) Exercise any remedies available to a secured party under the Minnesota Uniform Commercial Code. Upon demand by the Mortgagee, the Mortgagor shall assemble any collateral subject to the Minnesota Uniform Commercial Code (the "**UCC Collateral**") and make it available to the Mortgagee, at a place designated by the Mortgagee. The Mortgagee or its agents may without notice from time to time enter upon the Mortgagor's premises without causing a breach of the peace to take possession of the UCC Collateral, to remove it, to render it unusable, to process it or otherwise prepare it for sale, or to sell or otherwise dispose of it. Any written notice of the sale, disposition or other intended action by the Mortgagee with respect to the UCC Collateral which is sent by regular mail, postage prepaid, to the Mortgagor at the address of the Mortgagor which may from time to time be shown on the Mortgagee's records or which shall be been provided by the Mortgagor to the Mortgagee in writing, at least ten (10) days prior to such sale, disposition or other action, shall constitute commercially reasonable notice to the Mortgagor. The Mortgagee may alternatively or additionally give such notice in any other commercially reasonable manner. Nothing in this Mortgage shall require the Mortgagee to give any notice not required by applicable laws. If any consent, approval, or authorization of any state, municipal, or other governmental department, agency, or authority or of any person, or any person, corporation, partnership, or other entity having any interest therein, should be necessary to effectuate any sale or other disposition of the UCC Collateral, the Mortgagor agrees to execute all such applications and other instruments, and to take all other action, as may be required in connection with securing any such consent, approval or authorization; and

(f) Exercise any and all remedies available to Mortgagee under any other documents or agreements executed in connection with the Loan Agreement, the Indenture, any Security Agreement, and the Bonds or under law; and

(g) Pay the costs and expenses incurred by the Issuer, the Mortgagee, their agents and counsel, including reasonable fees and disbursements of the attorneys involved to the extent permitted by law, which shall be additional sums secured by this Mortgage, provided, however, that the Mortgagee shall distribute to the registered owners of the Bonds, as partial payment of the Bonds in the case of any Event of Default, all moneys in the Reserve Fund not needed for the expenses of the Issuer or the Mortgagee, prior to commencing any foreclosure hereunder; and

(h) The Mortgagee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the sufficiency or value of any security or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Company or the Mortgaged Property and to collect and apply the Rents and Profits. The receiver shall have all the rights and powers permitted under the laws of the State. The Mortgagor will pay unto the Mortgagee upon demand all expenses, including receiver's fees, reasonable attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Section, and upon any Mortgagor's failure to pay the same, any such amounts shall be added to the sums secured by this Mortgage and shall bear interest at the Late Payment Rate. The receiver may be appointed by an action separate from any foreclosure of this Mortgage pursuant to Minnesota Statutes, Chapter 580 or 581, or any successor statutes thereto, as the same may be amended from time to time, or as a part of the foreclosure action under said Chapter 581 (it being agreed that the existence of a foreclosure pursuant to said Chapter 580 or a foreclosure action pursuant to said Chapter 581 is not a prerequisite to any action for a receiver hereunder). The Mortgagee shall be entitled to the appointment of a receiver without regard to waste, adequacy of the security or solvency of the Mortgagor and otherwise in accordance with the provisions of Minnesota Statutes, Chapter 576, or any successor statute thereto, as the same may be amended from time to time. The Mortgagor hereby agrees and consents to the appointment of the particular person or firm (including an officer or employee of the Mortgagee) designated by Mortgagee as receiver and hereby waives its rights to suggest or nominate any person or firm as receiver in opposition to that designated by Mortgagee. The Mortgagee shall have the right, at any time and without limitation, as provided in Minnesota Statutes, Section 582.03, or any successor statute thereto, as the same may be amended from time to time, to advance money to the receiver to pay any part or all of the items which the receiver should otherwise pay if cash were available from the Mortgaged Property and sums so advanced, with interest at the Late Payment Rate, shall be secured hereby, or if advanced during the period of redemption shall be part of the sum required to be paid to redeem from the sale.

The Mortgagor agrees, to the extent permitted from time to time by law, to pay to the Mortgagee any deficiency which may be assessed against the Mortgagor, such deficiency being the difference between (i) the amounts received from foreclosure of this Mortgage and remedies pursued under the Minnesota Uniform Commercial Code or otherwise and (ii) the aggregate amount remaining unpaid as principal of and interest on the outstanding Bonds.

The remedies in this Mortgage are cumulative and not exclusive of any other rights and remedies which the Trustee would otherwise have at law, in equity or by statute, and all such rights and remedies, together with all other rights and remedies of the Trustee under the Indenture, the Loan Agreement, the Assignment of Lease and the other Security Agreements, are cumulative and may be exercised individually, concurrently, successively and in any order.

Section 2.4 Right of Entry. If the Mortgagee exercises one (1) of the remedies provided for in subsection (a), (b), (c), or (d) of Section 2.3 hereof, pursuant to a foreclosure of this Mortgage, the Mortgagee may then or at any time thereafter, to the extent permitted from time to time by law, take complete and peaceful possession of the Mortgaged Property or any portion thereof, and may remove all persons therefrom, and the Mortgagor covenants in any such event, to the extent required from time to time by law, peacefully and quietly to yield up and surrender the Mortgaged Property or such portion thereof to the Mortgagee.

Section 2.5 Assignment of Lease. The Mortgagor has on the date of this Mortgage executed and delivered to the Mortgagee the Assignment of Lease which Assignment of Lease is a document separate and distinct from this Mortgage, and is not secondary to, but is on a parity and of equal dignity with this Mortgage and the provisions herein are intended to, and shall be interpreted to, supplement the terms and provisions set forth in the Assignment of Lease. The foregoing assignment and all related provisions set forth in this Mortgage shall in no way limit the related provisions set forth in the Assignment of Lease.

Section 2.6 Acknowledgment of Waiver of Hearing Before Sale. The Mortgagor understands and agrees that if an Event of Default occurs under the terms of this Mortgage, the Mortgagee has the right, inter alia, to foreclose this Mortgage by advertisement pursuant to Minnesota Statutes, Chapter 580, as hereafter amended, or pursuant to any similar or replacement statute hereafter enacted; that if Mortgagee elects to foreclose by advertisement, it may cause the Mortgaged Property, or any part thereof, to be sold at public auction; that notice of such sale must be published for six (6) successive weeks at least once a week in a newspaper of general circulation and that no personal notice is required to be served upon the Mortgagor. The Mortgagor further understands that in the event of such default Mortgagee may also elect its rights under the Minnesota Uniform Commercial Code and take possession of the collateral, or any part thereof, and dispose of the same by sale or otherwise in one or more parcels provided that at least ten (10) days' prior notice of such disposition must be given, all as provided for by the Minnesota Uniform Commercial Code, as hereafter amended or by any similar or replacement statute hereafter enacted. The Mortgagor further understands that under the Constitution of the United States and the Constitution of the State it may have the right to notice and hearing before the Mortgaged Property may be sold and that the procedure for foreclosure by advertisement described above does not ensure that notice will be given to the Mortgagor and neither said procedure for foreclosure by advertisement nor the Minnesota Uniform Commercial Code requires any hearing or other judicial proceeding. THE MORTGAGOR HEREBY RELINQUISHES, WAIVES AND GIVES UP ANY CONSTITUTIONAL RIGHTS IT MAY HAVE TO NOTICE AND HEARING BEFORE SALE OF THE MORTGAGED PROPERTY AND EXPRESSLY CONSENTS AND AGREES THAT THE MORTGAGED PROPERTY MAY BE FORECLOSED BY ADVERTISEMENT AND THAT THE COLLATERAL MAY BE DISPOSED OF PURSUANT TO THE MINNESOTA UNIFORM COMMERCIAL CODE, ALL AS DESCRIBED ABOVE. THE MORTGAGOR ACKNOWLEDGES THAT IT IS REPRESENTED BY LEGAL COUNSEL; THAT BEFORE

SIGNING THIS DOCUMENT, THIS SECTION AND THE MORTGAGOR'S CONSTITUTIONAL RIGHTS WERE FULLY EXPLAINED BY SUCH COUNSEL AND THAT THE MORTGAGOR UNDERSTANDS THE NATURE AND EXTENT OF THE RIGHTS WAIVED HEREBY AND THE EFFECT OF SUCH WAIVER.

Section 2.7 Other Rights During an Event of Default.

(a) Purchase by Mortgagee. Upon any foreclosure sale, the Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the Bonds as a credit to the purchase price.

(b) Mortgagor as Tenant Holding Over. In the event of any such foreclosure sale and upon the expiration of any redemption period, the Mortgagor (if the Mortgagor shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable thereto.

(c) Waiver of Appraisement, Valuation, Etc. The Mortgagor agrees, to the full extent permitted by law, that in case of an Event of Default on the part of the Mortgagor hereunder, neither the Mortgagor nor anyone claiming through or under the Mortgagor will assert, claim or seek to take advantage of any appraisement, valuation, stay, homestead, extension, exemption or laws now or hereafter in force, in order to prevent or hinder the enforcement of foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property, or the delivery of possession thereof immediately after the expiration of redemption following such sale to the purchaser at such sale.

(d) Discontinuance of Proceedings. In case the Mortgagee shall have proceeded to enforce any right, power or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then in every such case, the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers, and remedies of the Mortgagee shall continue as if no such proceedings had occurred.

(e) Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition, or other proceedings affecting the Mortgagor, its creditors or its properties, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Mortgagee allowed in such proceedings for the entire amount due and payable by the Mortgagor under this Mortgage at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Mortgagor hereunder after such date.

(f) Actions Without Mortgagor's Consent. The Mortgagor agrees that the Mortgagee may from time to time do any one (1) or all of the following without notice to or the consent of Mortgagor and without affecting the Mortgagee's rights or remedies against the Mortgagor or affecting the priority of this Mortgage, or diminish or relieve in

any manner any liability of the Mortgagor: (i) accept partial payment of, compromise, settle, renew, extend the time for payment or performance of, or refuse to enforce any of the Indenture, the Loan Agreement, or any Security Agreement under or in connection with this Mortgage; (ii) grant any indulgence or forbearance to the Charter School or any other person under or in connection with any or all of the Security Agreements; (iii) release, waive, substitute, change, exchange or add any or all collateral securing payment of the Bonds, the Indenture, or the Loan Agreement or any amounts securing the Lease; (iv) release, waive, substitute change, exchange or add any one (1) or more endorsers or guarantors of any or all of the Indenture, Loan Agreement, or any Security Agreement; and (v) exercise any right or remedy with respect to the Indenture, Loan Agreement, any Security Agreement, or any collateral securing the Bonds, notwithstanding any effect on or impairment of the Mortgagor's subrogation, reimbursement, or other rights against any Person under or in connection with any or all of the Indenture and the Loan Agreement.

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ARTICLE III

REPRESENTATIONS, COVENANTS AND PERMITTED ENCUMBRANCES

Section 3.1 Warranty of Title. The Mortgagor hereby covenants and warrants that it is and will continue to be well and truly seized of good title in fee simple to the Mortgaged Property and that it has good right and lawful authority to convey and grant a lien and security interest in the same to the Mortgagee and that the title, lien, and security interest hereby conveyed is and will forever be free, clear, and unencumbered, subject, however, to Permitted Encumbrances. The Mortgagor covenants and agrees to warrant and defend its good and insurable title to the Mortgaged Property (subject to Permitted Encumbrances) and its good right and lawful authority to grant a lien and security interest in the same to the Mortgagee.

Section 3.2 Permitted Encumbrances. "**Permitted Encumbrances**" shall mean, with respect to the Mortgaged Property, the following:

(a) liens for taxes, levies, assessments, utility rents, rates and charges, licenses or permits or other impositions, provided that in each case the same shall either (i) not be due and payable; (ii) not be delinquent to the extent that penalties for nonpayment may then be assessed, or the Mortgaged Property or any portion thereof, shall then be subject to forfeiture or (iii) be a lien, the amount or validity of which is being contested in good faith by the Mortgagor in accordance with the Loan Agreement;

(b) mechanics', workmen's, repairmen's, supplier's, vendors' or carriers' liens or other similar liens, provided that the contract price secured by the lien is not yet due or the amount or validity of the lien shall be contested in good faith by the Mortgagor in accordance with the Loan Agreement;

(c) financing statements naming the Issuer or the Mortgagor as debtor and naming the Issuer or the Mortgagee as secured party, filed to perfect the security interests granted by the Indenture, the Loan Agreement, and this Mortgage;

(d) rights of the United States or any state or political subdivision thereof (which for purposes of this definition shall include any taxing or improvement district), or other public or governmental authority or agency, to take, use or control property or to terminate any right, power, franchise, grant, license or permit previously in force;

(e) any leases, subleases, transfers, or assignments permitted under the Loan Agreement;

(f) the pendency or filing of any application or proceedings seeking to annex or rezone the Mortgaged Property or any portion thereof, or to include it in any political subdivision;

(g) those liens, encumbrances, easements, servitudes, licenses, rights-of-way described in EXHIBIT B attached hereto;

(h) the Lease and the Assignment of Lease; and

(i) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to property similar in character to the Mortgaged Property and as do not, in the opinion of Independent Counsel delivered to the Trustee, materially impair the property affected thereby for the purposes of the Mortgaged Property.

Section 3.3 Hazardous Materials. The Mortgagor covenants, warrants and represents to the Mortgagee, its successors and assigns, (i) that to the best of the Mortgagor's knowledge, without independent investigation, no dangerous, toxic or hazardous pollutants, chemical wastes or substances as defined in the Federal Comprehensive Environmental Response Compensation and Liability Act of 1980 ("**CERCLA**"), or the Federal Resource Conservation and Recovery Act of 1976 ("**RCRA**"), or the Minnesota Environmental Response and Liability Act, (the "**MERLA**"), or any other federal, state or local environmental laws, statutes, regulations, requirements and ordinances ("**Hazardous Substance**") are present on the Mortgaged Property; (ii) that, to the best of the Mortgagor's knowledge, no part of the Mortgaged Property is listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or in any list of hazardous waste priorities in the State; (iii) that the Mortgagor shall not store, locate, generate, treat or discharge any Hazardous Substance in, on or from the Mortgaged Property except for cleaning and janitorial supplies, science class materials (such as chemicals used for scientific experiments), and other materials ordinarily used in the operation of a K-12 public charter school and in compliance with CERCLA, RCRA, the MERLA, and other applicable federal, state or local environmental laws, statutes, regulations, requirements and ordinances (collectively, "**Environmental Regulations**"), as well as materials ordinarily used in motorized vehicles; and (iv) that the Mortgagor shall cause all Hazardous Substances found on or in the Mortgaged Property (including Hazardous Substances on the Mortgaged Property on the date of the issuance and delivery of the Bonds) to be properly removed therefrom and properly disposed of to the extent required by and in accordance with all applicable Environmental Regulations and shall comply with all applicable Environmental Regulations with respect to the Mortgaged Property. Notwithstanding the forgoing, any lessee of the Mortgaged Property shall be permitted to park motorized vehicles on or about any parking areas of the Mortgaged Property and within any building constituting part of the Mortgaged Property designated for such use. The Mortgagor agrees to indemnify and reimburse the Mortgagee, the registered owners of the Bonds, their successors and assigns, and any successor owner of the Mortgaged Property acquiring title upon foreclosure of the Mortgage or deed in lieu of foreclosure, for any breach of these representations and warranties and from any loss, damage, expense or cost arising out of or incurred by them or any of them which is a result of a breach, misstatement of or misrepresentation of the above covenants, representations and warranties, together with all attorneys' fees incurred in connection with the defense of any action against the Mortgagee arising out of the above unless caused by the Mortgagee's gross negligence or willful misconduct. Promptly after receipt by a person or party indemnified hereunder of notice of commencement of any action in respect of which indemnity may be sought against the Mortgagor under this Section, such person or party will notify the Mortgagor in writing of the commencement thereof and, subject to the provisions hereinafter stated, the Mortgagor shall assume the defense of such action (including the employment of counsel, who shall be counsel satisfactory to the Mortgagor and the indemnified person or party) insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Mortgagor. The indemnified person or party shall have the right to employ separate counsel in any such action, and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Mortgagor unless the employment of

such counsel has been specifically authorized by the Mortgagor or unless the Mortgagee believes in good faith that there are defenses available to it which are adverse or in conflict with those available to the Mortgagor or cannot be effectively asserted by common counsel. The Mortgagor shall not be liable to indemnify any person or party for any settlement of any such action effected without the Mortgagor's prior written consent. These covenants, representations and warranties are for the benefit of the Mortgagee, the registered owners of the Bonds, their successors and assigns, and any successor owner of the Mortgaged Property acquiring title upon foreclosure of the Mortgage or deed in lieu of foreclosure, and shall be deemed to survive termination of this Mortgage and shall survive the resignation or removal of the Mortgagee in its capacity as Trustee under the Indenture.

Section 3.4 Assignment of Leases and Rents and Profits. This Mortgage constitutes an absolute and present assignment of the Leases and of the Rents and Profits and shall be fully operative without any further action on the part of either party. This assignment shall constitute a perfected, absolute and present, irrevocable, currently effective assignment of Rents and Profits within the meaning of Minnesota Statutes, Sections 559.17 and 576.25, or any successor statutes thereto, as the same may be amended from time to time, and is intended to comply fully with the provisions thereof, and to afford the Mortgagee, to the fullest extent allowed by law, the rights and remedies of a mortgage lender or secured lender pursuant thereto. The Mortgagee shall be entitled, at its option, upon the occurrence and continuation of an Event of Default hereunder which remains uncured, to all Rents and Profits; provided, however, that so long as no Event of Default has occurred and is continuing hereunder, the Mortgagor is hereby given permission to collect, receive, take, use, and enjoy all such Rents and Profits as these come due and payable, but not in advance thereof, and pursue any remedies for the enforcement of the Leases. Upon an Event of Default hereunder which remains uncured, the Mortgagee may exercise the rights herein granted upon notifying all lessees of any part of the Mortgaged Property (the "**Lessees**") of the right of the Mortgagee to receive such Rents and Profits, and shall instruct such Lessees to pay the same directly to the Mortgagee without any consent from the Mortgagor being required, a copy of this instrument and a statement by the Mortgagee that the Mortgage is in default being sufficient notice to such Lessees of the Mortgagee's rights to collect the same. The Mortgagee shall apply all Rents and Profits collected by the Mortgagee as provided in Minnesota Statutes, Section 576.25, subdivision 5 and any amounts remaining thereafter, shall be applied to the amounts payable under the Indenture and the Loan Agreement and all other obligations secured hereby in such order as set forth in the Indenture. Neither the exercise of any right under this Section 3.4 by the Mortgagee nor the application of any such Rents and Profits to the indebtedness and other sums secured hereby shall cure or waive any default or notice of default or invalidate any act pursuant hereto, but the rights herein granted shall be cumulative of all other rights and remedies.

Receipt by the Mortgagee of Rents shall not constitute a waiver of any right that the Mortgagee may enjoy under this Mortgage or under the laws of the State, nor shall the receipt and application thereof cure any Event of Default hereunder nor affect any foreclosure proceeding or any sale authorized by this Mortgage and the laws of the State. There shall be no merger of any leasehold estate with the fee estate of the Mortgaged Property without the prior written consent of the Mortgagee.

The Mortgagor covenants and agrees that it shall (a) timely observe and perform all of its obligations with respect to the Leases, including without limitation its obligations as lessor under

any lease, and shall not do or permit to be done anything to impair the Mortgagor's right to receive the same; (b) timely enforce or secure the performance of, at its sole costs and expense, every obligation of the Issuer to the Mortgagor under the Lease; (c) not collect any of the Rents and Profits herein assigned in advance of the time when the same become due under the terms of the Lease; (d) not waive or release any lessee from its respective obligation under any lease or other instrument evidencing same except in the ordinary course of the Mortgagor's business; and (e) except in accordance with the terms of the Lease and this Mortgage, and in the ordinary course of the Mortgagor's business, not execute any other assignment thereof or alter, modify or change the terms of any such obligation or cancel, terminate, or accept the surrender of the same.

Should the Mortgagor fail to make any payment or perform any obligation required pursuant to this Section, and after expiration of any applicable cure period, the Mortgagee may elect to make such payment (but shall have no obligation to do so) or perform such obligation, in which event all sums expended by the Mortgagee in making such payment or performing such obligation, together with interest in an amount equal to the Late Payment Rate (as defined in the Indenture) from the date that such expense is incurred by the Mortgagee to the date of payment to the Mortgagee. Any amount so expended by the Mortgagee, together with interest thereon as herein provided, shall constitute part of the indebtedness secured hereby.

Notwithstanding the foregoing, the Mortgagor shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of the School under the Lease; provided, however, any such liability, loss or damage, including costs, expenses and reasonable attorneys' fees incurred in defending against any such claim, shall constitute part of the indebtedness secured hereby.

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ARTICLE IV

REMOVAL OF MORTGAGED PROPERTY; REPRESENTATIONS AND WARRANTIES; ADDITION OF IMPROVEMENTS TO LIEN OF MORTGAGE; RELEASE AND PARTIAL RELEASE

Section 4.1 Removal of Mortgaged Property. The Mortgagor will not physically move any portion of the Mortgaged Property or relocate any portion necessarily incident to its operations to any site which is not a part of the Mortgaged Property unless this Mortgage is appropriately amended to include such site within the lien hereof, provided that unnecessary or obsolete personal property may be removed in accordance with the provisions of the Loan Agreement.

Section 4.2 Representations and Warranties of Mortgagor. The Mortgagor represents, warrants, covenants and agrees that it is duly organized, validly existing and in good standing under the laws of the State, and has all requisite power and authority to conduct its business, to own its properties, and to execute and deliver, and to perform all of its obligations under this Mortgage and any other instrument evidencing and/or securing the indebtedness secured hereby. The execution, delivery, and performance of this Mortgage has been duly authorized by all necessary action (corporate or otherwise) and does not (i) violate any provisions of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award having applicability to the Mortgagor or any other person executing and delivering such instrument or other document; or (ii) result in a breach of, or constitute a default under, any indenture or loan agreement, mortgage, or any other agreement, lease or instruments to which the Mortgagor or such other person or entity is a party or by which it or its properties may be bound or affected. This Mortgage and all other documents being executed in connection herewith constitute the legal, valid and binding obligations of the Mortgagor, and any other person executing the same, as the case may be, enforceable against it or them in accordance with their respective terms. The Mortgagor agrees that until all indebtedness secured hereby is paid in full and all covenants and agreements of the Mortgagor are performed and satisfied, the Mortgagor shall at all times maintain in the State a registered office and a registered agent for the purpose of receiving service of process on behalf of the Mortgagor, all duly registered with the State. The Mortgagor shall perform, observe and comply with all provisions hereof and of the landlord under the Lease.

Section 4.3 Addition of Improvements to Lien of Mortgage. All buildings, structures or improvements which may be acquired or constructed by the Mortgagor subsequent to the date hereof and which are located on the real estate described in EXHIBIT A attached hereto, all property of every kind or nature added to or installed in building, structure or improvement located on said land, and all equipment located on said land, acquired by the Mortgagor after the date hereof, shall, immediately upon the acquisition thereof by the Mortgagor, and without any further conveyance or assignment, become subject to the mortgage, lien and security interest of this Mortgage. Nevertheless, the Mortgagor, will do, execute, acknowledge, and deliver all and every such further actions, conveyances and assurances as the Mortgagee shall require for accomplishing the purpose of this Section.

Section 4.4 Release. Upon (i) payment in full of the Bonds (so that such Bonds are no longer Outstanding under the Indenture), (ii) all amounts due the Mortgagee under this Mortgage

or under the Loan Agreement, and (iii) all other obligations secured by this Mortgage, this Mortgage shall be released of record, and the Mortgagee agrees to execute a release of this Mortgage at the sole cost and expense of the Mortgagor.

Section 4.5 **Partial Release of Mortgaged Property**. The Mortgagee and the Mortgagor agree and acknowledge that, at the written request of the Charter School and upon compliance with Section ___ of the Tax Regulatory Agreement and Section 8.5 of the Loan Agreement, the Mortgagor may sell a portion of the unimproved Land that constitutes a portion of the Mortgaged Property that is not improved with any permanent structure or vertical improvement necessary for the operating unity and efficiency of the School Facilities (the "**Released Property**"). The Released Property shall be sold for fair market value in an arm's length transaction to a buyer who is not related in any way to the Company or the Charter School or any person who is a key employee or an officer or board member of either the Charter School or the Company. Any and all proceeds from the sale of the Released Property shall be expended within two years of the sale of such Released Property for capital costs of the Project or to redeem a portion of the Series 2022A Bonds. The Mortgagee shall have no duty to determine whether the Released Property has been sold for fair market value in an arm's length transaction to a buyer satisfying the conditions of this paragraph.

Upon subdivision and conveyance of ownership of the Released Property in compliance with Section 8.5 of the Loan Agreement, the lien of this Mortgage shall be released with respect to the Released Property. To effectuate such subdivision, conveyance, and release of the lien on the Released Property, the Mortgagee shall execute a Partial Release of Mortgage and Assignment (the "**Partial Release**") in a form reasonably acceptable to the Mortgagee, acting with the advice of counsel at the sole cost and expense of the Mortgagor.

Notwithstanding any other provision of this Mortgage, the Loan Agreement, or the Indenture, upon satisfaction of the requirements of Section 8.5 of the Loan Agreement and the deposit of the proceeds of the sale of any such Released Property with the Trustee to be held and applied as set forth in the Indenture, then this Mortgage may be amended to provide a revised description of the Land in EXHIBIT A attached hereto (and no other provision) without consent of any Bondholder in order to effectuate the release of the Released Property from the lien of the Mortgage and the revision of the description of the Land that is subject to this Mortgage.

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ARTICLE V

MISCELLANEOUS

Section 5.1 Miscellaneous.

(a) No delay or omission of the Mortgagee or of any holder of the Bonds to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

(b) If the Mortgagee has proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Mortgagee, then, at the option of the Mortgagee, the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had occurred or had been taken.

(c) No right, power or remedy conferred upon or reserved to the Mortgagee by the Indenture, the Loan Agreement, this Mortgage, the Assignment of Lease or any other Security Agreement is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Indenture, the Loan Agreement, this Mortgage, The Assignment of Lease or any other Security Agreement, or now or hereafter existing at law, in equity or by statute and may be exercised as often as occasion therefor shall arise, all to the maximum extent permitted by law. The Mortgagee's pursuit of any remedy shall not preclude pursuit of any other remedy until the Mortgagee shall have recovered all sums due the Mortgagee, together with interest thereon at the Late Payment Rate and all costs of collection, including reasonable attorneys' fees and appellate attorneys' fees, with interest thereon at the Late Payment Rate.

(d) In the event that any of the covenants, agreements, terms or provisions contained in this Mortgage shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein shall be in no way affected, prejudiced or disturbed thereby and the provision deemed invalid, illegal or unenforceable shall be severed herefrom.

(e) The acceptance by the Mortgagee of any payment which is less than full payment of all amounts due and payable at the time of such payment, even if made by one other than the Mortgagor, shall not constitute a waiver of the Mortgagee's right to exercise its option to declare all amounts payable under the Indenture, Bonds, or Loan Agreement, then remaining unpaid, together with all accrued interest thereon, immediately due and payable without notice or to exercise any other rights of the Mortgagee except and as to the extent otherwise provided by law or this Mortgage.

(f) THE MORTGAGOR AND, BY ITS ACCEPTANCE HEREOF, THE MORTGAGEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE ENTERING INTO THE INDENTURE AND THE SECURITY AGREEMENTS TO WHICH IT IS A PARTY, PURSUANT TO WHICH THE MORTGAGOR RECEIVES A SUBSTANTIAL AND MATERIAL BENEFIT.

(g) Time is of the essence of all provisions of this Mortgage.

(h) The Mortgagor represents and warrants that the Mortgaged Property does not include real estate used for residential purposes by the Mortgagor and that no portion of the Mortgaged Property (i) is in "agricultural use" (as defined in Minnesota Statutes, Section 40A.02, subdivision 3, or any successor statute thereto, as the same may be amended from time to time); (ii) is being used for an "agricultural purpose" (as defined in Minnesota Statutes, Section 273.13, subdivision 23, or any successor statute thereto, as the same may be amended from time to time); (iii) is being used for the production, grading, sorting or packaging of "agricultural products" (as defined in Minnesota Statutes, Section 273.13, subdivision 23, or any successor statute thereto, as the same may be amended from time to time); (iv) is classified for ad valorem tax purposes as class 2b rural or agricultural non-homestead property under Minnesota Statutes, Section 273.13, subdivision 23, or any successor statute thereto, as the same may be amended from time to time); (v) is being used in the production of agricultural products or crops, livestock or livestock products, milk or milk products or fruit or other horticultural products (collectively, "**Farming**") or (vi) is capable of being used for Farming.

(i) There are no individual sewage treatment systems on or serving the Mortgaged Property, within the meaning of Minnesota Statutes, Section 115.55, or any successor statute thereto, as the same may be amended from time to time.

(j) In the event any provision of this Mortgage requires the approval, consent, or action by the Mortgagee, the Mortgagee must undertake to grant or deny such approval or consent, or perform such action, only subject to and as directed by the terms of the Indenture, and may, in the Mortgagee's and sole discretion, require direction of the Majority Bondholders prior to undertaking any such approval, consent, or action.

Section 5.2 Recording and Title Insurance. The Mortgagor will cause this Mortgage and all supplements hereto and any other instruments of further assurance to be promptly recorded, filed, and registered, and at all times to be recorded, filed, and registered, in such manner and in such places as may be required by law fully to preserve and protect the rights of the Mortgagee hereunder as to all Mortgaged Property.

The Mortgagor will obtain, and upon request, furnish to the Mortgagee simultaneously with the recordation and filing of this Mortgage, an ALTA form of Mortgagee insurance policy naming the Mortgagee as mortgagee, insuring that the Mortgagor has good and marketable fee simple title to the real estate comprising the Mortgaged Property, subject only to this Mortgage and Permitted Encumbrances as defined herein.

Section 5.3 Binding Effect; Mortgage Covenants. All terms, covenants, conditions, and agreements of the Mortgagor contained herein or set forth in this Mortgage shall be binding upon the Mortgagor, its successors and assigns, and every covenant, condition and agreement herein contained or set forth in the Loan Agreement or the Indenture in favor of the Mortgagee shall apply to and inure to the benefit of the Mortgagee, its successors or assigns. This Mortgage is expressly made subject to all terms, conditions, covenants, and agreements set forth in the Loan Agreement and the Indenture. The representations and warranties made in this Mortgage shall survive the closing of the financing transaction contemplated hereby and remain valid and effective for the term of this Mortgage. The representations and warranties made in this Mortgage shall survive the closing of the financing transaction contemplated hereby and remain valid and effective for the term of this Mortgage.

This Mortgage shall be governed by the laws of the State. This Mortgage contains Minnesota mortgage covenants and is subject to Minnesota statutory mortgage conditions for the breach of which it is subject to foreclosure as required by law.

Section 5.4 Amendments. Except as provided in Section 4.5 hereof and Article XI of the Indenture, this Mortgage may not be amended. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

Section 5.5 Use of Mortgaged Property; Redemption; Insurance. It is recognized by the parties hereto that unless and until an Event of Default shall have occurred under the Loan Agreement, and the Mortgagee shall have exercised one of the remedies under Article II hereof, the Mortgagor shall have the unencumbered right to the use of the Mortgaged Property in the ordinary course of its business, subject to the Loan Agreement. The Mortgagor has agreed in Article IV of the Loan Agreement to maintain specific types of insurance in specific amounts.

Section 5.6 Exercise of Mortgagee Rights. All proceeds obtained by the Mortgagee in the exercise of rights and remedies hereunder shall be applied as set forth in Article VIII of the Indenture.

Section 5.7 This Instrument Is a Fixture Financing Statement. This instrument shall be deemed to be a Fixture Financing Statement within the meaning of the Minnesota Uniform Commercial Code:

Name and Address of Debtor:	PCS Building Company 7250 E Ramsey Parkway NW Ramsey, MN 55303-6902
Name and Address of Secured Party:	U.S. Bank Trust Company, National Association Mail Station: EP-MN-WS3C 60 Livingston Avenue, 3rd Floor St. Paul, MN 55107
Description of the Types (or items) of property covered by this Financing Statement:	See Section 2.1 hereof
Description of real estate to which all or a part of the collateral is attached or upon which it is located:	See EXHIBIT A attached hereto.

Some of the above-described collateral is or is to become fixtures or trade fixtures upon the real estate described upon EXHIBIT A hereto, and this Financing Statement is to be filed for record in the real estate records of Anoka County, Minnesota.

Section 5.8 Counterparts. This Mortgage may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.9 Notices. All notices, certificates or other communication required to be given to the Mortgagor and the Mortgagee in accordance with the provisions of the Mortgage shall be given to those parties at the addresses set forth in Section 5.7 hereof or at such other addresses as the parties may direct by written notice to each other.

Section 5.10 Assignment. The obligations of the Mortgagor under this Mortgage may be assigned to the transferee upon a transfer permitted under Section 8.1 of the Loan Agreement.

Section 5.11 Additional Covenants. The Mortgagor hereby covenants and agrees well and truly to abide by, perform and be governed and restricted by each and all of the matters provided for by the Loan Agreement and the Indenture and so incorporated herein to the same extent and with the same force and effect as if each and all of said representations, warranties, terms, provisions, restrictions, covenants, and agreements so incorporated hereby by reference were set out and repeated herein at length. Any provisions governing the rights, immunities and protections of the Trustee under the Loan Agreement and the Indenture are incorporated by reference into this Mortgage as being applied to the Mortgagee as though fully set forth herein.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Mortgagor and the Mortgagee have caused this Mortgage, Security Agreement, and Assignment of Rents to be executed on their respective behalf as of the date and year first written above.

PCS BUILDING COMPANY

By _____
Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of September, 2022, by _____, the _____ of PCS Building Company, a Minnesota nonprofit corporation, on behalf of the Mortgagor.

_____
Notary Public

(SEAL)

Execution page of the Mortgagee to the Mortgage, Security Agreement, and Assignment of Rents, dated as of the date and year first written above.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Trustee and Mortgagee

By _____
Its _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2022, by _____, the _____ of U.S. Bank Trust Company, National Association, a national banking association, on behalf of the Mortgagee.

_____
Notary Public

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

The real property situated in the City of Ramsey, County of Anoka, State of Minnesota, described as follows:

EXHIBIT B

PERMITTED ENCUMBRANCES

1.

Ballard Draft 6/16/22

BOND PURCHASE AGREEMENT

BETWEEN

CITY OF RAMSEY, MINNESOTA,
as Issuer,

PACT CHARTER SCHOOL,
as Charter School,

PCS BUILDING COMPANY,
as Company,

AND

ROBERT W. BAIRD & CO. INCORPORATED,
as Underwriter

Dated [_____], 2022

Relating to:

City of Ramsey, Minnesota
Charter School Lease Revenue Refunding Bonds
(PACT Charter School Project)
$[PAR-A] Series 2022A
$[PAR-B] Taxable Series 2022B

This instrument drafted by:
Ballard Spahr LLP (BWJ)
2000 IDS Center
80 South Eighth Street
Minneapolis, Minnesota 55402

City of Ramsey, Minnesota
Charter School Lease Revenue Refunding Bonds
(PACT Charter School Project)
$[PAR-A] Series 2022A
$[PAR-B] Taxable Series 2022B

BOND PURCHASE AGREEMENT

[_____], 2022

PCS Building Company
7250 East Ramsey Parkway
Ramsey, Minnesota 55303

City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303

PACT Charter School
7250 East Ramsey Parkway
Ramsey, Minnesota 55303

Ladies and Gentlemen:

The undersigned, Robert W. Baird & Co. Incorporated, Saint Paul, Minnesota (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement"), dated as of the date above, with the City of Ramsey, Minnesota (the "Issuer"), as approved and agreed to by PCS Building Company (the "Company"), a Minnesota nonprofit corporation, and PACT Charter School, (the "Charter School"), a Minnesota nonprofit corporation and public charter school, for the purchase by the Underwriter of the Series 2022 Bonds described below. This offer is made subject to acceptance by the Issuer and agreement by the Company and the Charter School at or prior to 5:00 P.M., Central time, on [_____], 2022, and upon such acceptance this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, the Company, the Charter School and the Underwriter. If not so accepted, this Bond Purchase Agreement will be subject to withdrawal by the Underwriter upon notice delivered by the Underwriter to the Issuer, the Company and the Charter School at any time prior to the acceptance hereof by the Issuer, the Company and the Charter School.

The Issuer, the Company, and the Charter School acknowledge and agree that (i) the purchase and sale of the Series 2022 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer, the Company, the Charter School and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer, the Company, or the Charter School, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer, the Company, or the Charter School with respect to (a) the offering of the Series 2022 Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the Issuer, the Company, or the Charter School on other matters) or (b) any other obligation to the Issuer, the Company, or the Charter School except the obligations expressly set forth in this Bond Purchase Agreement, and (iv) the Issuer, the Company, and the Charter School have consulted with their own legal and other professional advisors to the extent they deemed appropriate in connection with the offering of the Series 2022 Bonds.

1. **Purchase and Sale.**

Subject to the satisfaction by the Issuer, the Company, and the Charter School of the terms and conditions set forth in this Bond Purchase Agreement, subject also to the conditions precedent set forth in this Bond Purchase Agreement, and in reliance upon the representations herein set forth or incorporated by reference, the Issuer hereby agrees to sell to the Underwriter and the Underwriter hereby agrees to purchase from the Issuer, upon the terms and conditions set forth herein, the Issuer's (i) Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022A (the "Series 2022A Bonds"), in the original aggregate principal amount of $[PAR-A], and (ii) Taxable Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022B (the "Series 2022B Bonds" and, together with the Series 2022A Bonds, the "Series 2022 Bonds"), in the original aggregate principal amount of $[PAR-B]. The Series 2022 Bonds are more fully described in Schedule I hereto and in the Indenture and the Official Statement each as hereinafter defined. The proceeds of the Series 2022 Bonds will be loaned by the Issuer to the Company pursuant to a Loan Agreement, dated as of August 1, 2022 (the "Loan Agreement"), by and between the Issuer and the Company. The expenses of selling the Series 2022 Bonds shall be paid as provided in Section 8 of this Bond Purchase Agreement.

Upon completion of the Series 2022 Project (as defined in the Indenture), the Company will own the School Facilities (as defined in the Indenture) and lease the School Facilities to the Charter School pursuant to a [Lease Agreement, dated as of August 1, 2022 (the "Lease"), between the Company and the Charter School.]**[[TO BE UPDATED GLOBALLY IF SEPARATE LEASES]]**

The Series 2022 Bonds will be issued by the Issuer pursuant to the authority granted by the Constitution and laws of the State of Minnesota (the "State"), including particularly Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), and the terms of (i) a resolution of the governing body of the Issuer, adopted on [July 12], 2022 (the "Resolution"), and (ii) an Indenture of Trust, dated as of August 1, 2022 (the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, St. Paul, Minnesota (the "Trustee"), as trustee. In connection with the issuance of the Series 2022 Bonds, the Charter School will enter into a Pledge and Covenant Agreement, dated as of August 1, 2022 (the "Pledge Agreement"), from the Charter School for the benefit of the Trustee, pursuant to which the Charter School will pledge certain of its revenues received from the State to the Trustee for payments on the Series 2022 Bonds. The Series 2022 Bonds will also be secured by the Pledge Agreement, the Mortgage, Security Agreement and Assignment of Rents, dated as of August 1, 2022 (the "Mortgage"), from the Company in favor of the Trustee, and the Lease, as assigned by an Assignment of Lease Agreement, dated as of August 1, 2022 (the "Assignment of Lease") **[[TO BE UPDATED GLOBALLY IF SEPARATE LEASES]]**, from the Company in favor of the Trustee and consented to by the Charter School.

It is understood and agreed that the Series 2022 Bonds and the interest thereon are special, limited obligations of the Issuer payable solely from revenues provided by the Company, amounts payable by the Company pursuant to the Loan Agreement, amounts payable by the Charter School pursuant to the Lease and the Pledge Agreement and amounts held in various funds and accounts as provided in the Indenture and shall never constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory provision and do not give rise to a general or moral obligation of the Issuer, the State, or any of its political subdivisions, and do not constitute a charge against the Issuer's or the State's property, general credit or taxing powers.

The Underwriter's purchase price for the Series 2022A Bonds is $[_____] which amount represents the principal amount of the Series 2022A Bonds ($[PAR-A].00), plus original issue premium of $[_____], and less the Underwriter's discount of $[_____]. The Underwriter's purchase price for the

Series 2022B Bonds is $[_____] which amount represents the principal amount of the Series 2022B Bonds ($[PAR-B].00), and less the Underwriter's discount of $[_____].

2. **Official Statement.**

(a) The Charter School and the Company hereby ratify and consent to the use by the Underwriter of the Preliminary Official Statement, dated [_____], 2022 (the "Preliminary Official Statement"), relating to the Series 2022 Bonds, and the Official Statement, to be dated the date hereof (the "Official Statement"), in connection with the sale of the Series 2022 Bonds. Subject to Section 4(a)(i) hereof, the Issuer hereby consents to the distribution of the Preliminary Official Statement and the Official Statement by the Underwriter in connection with the offering and sale of the Series 2022 Bonds. The Charter School shall deliver or cause to be delivered to the Underwriter, promptly upon the completion thereof, copies of the Official Statement. In connection with the offering and sale of the Series 2022 Bonds, the Issuer, the Company, and the Charter School authorize the use by the Underwriter of copies of the Official Statement with respect to the Series 2022 Bonds, together with copies of the Resolution, the Indenture, the Loan Agreement, the Mortgage, the Lease, the Assignment of Lease, the Disbursing Agreement, the Pledge Agreement, and the other documents described therein.

(b) The Company and the Charter School, on behalf of themselves and any other "issuers" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), agree to deliver to the Underwriter, at such addresses as the Underwriter shall specify, as many copies of the Preliminary Official Statement and Official Statement as the Underwriter shall reasonably request as necessary to comply with paragraph (b)(4) of the Rule and with Rule G-32 of the Municipal Securities Rulemaking Board (the "MSRB") and all other applicable rules of the MSRB. The Company and the Charter School agree to deliver such Official Statement within seven (7) business days after the date of this Bond Purchase Agreement.

(c) The Underwriter agrees that it shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means, to any potential customer, on request, one or more copies of the Official Statement, as most recently supplemented or amended (if any).

(d) The Underwriter agrees from the time the Official Statement becomes available until the earlier of (i) ninety (90) days from the end of the underwriting period, or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case less than twenty-five (25) days following the end of the underwriting period, the Underwriter shall send or cause to be sent no later than the next business day, by first class mail or other equally prompt means to any potential customer, on request, at least one copy of the Official Statement.

3. **Issuer's Lack of Participation.** The Issuer hereby states and the Company, the Charter School and the Underwriter hereby acknowledge and agree that the Issuer has not been requested to participate in the preparation of or to review the Preliminary Official Statement or the Official Statement (other than as stated in Section 4(a)(i) of this Bond Purchase Agreement), and the Issuer has not done so and will not do so and that the Issuer has made no independent investigation of the facts and statements provided therein, and the Issuer assumes (and the Company, the Charter School, and the Underwriter covenant and agree that the Issuer shall have) no liability with respect thereto, including without limitation matters relating to the accuracy, fairness, completeness, or sufficiency of the Preliminary Official Statement or the Official Statement. It is further understood and agreed that the Issuer's execution and delivery of this Bond Purchase Agreement, and any action taken by the Issuer hereunder, or any failure or alleged failure on the part of the Issuer to abide by such terms hereof as may be applicable to the Issuer, shall not give rise to any pecuniary liability of the Issuer.

4. **Representations.**

(a) The Issuer represents to and agrees with the Underwriter as follows:

(i) The Issuer has not participated in the preparation of the Preliminary Official Statement or the Official Statement relating to the Series 2022 Bonds and has made no independent investigation with respect to the information contained therein, including any appendices thereto. Except as set forth in this Section 4(a)(i), the Issuer makes no representations or warranties with respect to the information contained in the Preliminary Official Statement or the Official Statement. The information contained in the Preliminary Official Statement or the Official Statement under the captions "THE ISSUER" and "ABSENCE OF LITIGATION – Issuer" (together, the "Issuer Portion" of the Official Statement) is true and correct in all material respects.

(ii) The Issuer is a political subdivision and municipal corporation duly organized and validly existing under the Constitution and laws of the State.

(iii) To the undersigned's actual knowledge, without investigation or inquiry, there is no pending or threatened suit, action, or proceeding against the Issuer before any court, arbitrator, administrative agency, or other governmental authority that challenges the Issuer's execution and delivery of the Issuer Endorsement to Tax Certificate of the Company and the School (the "Tax Certificate Endorsement"), the Series 2022 Bonds, this Bond Purchase Agreement, the Indenture or the Loan Agreement.

(iv) To the actual knowledge of the undersigned, without inquiry or investigation, the execution and delivery of the Tax Certificate Endorsement, the Series 2022 Bonds, the Indenture and the Loan Agreement will not constitute a breach of or default under any existing (a) provision of any special legislative act relating to the establishment of the Issuer, or (b) agreement, indenture, mortgage, lease or other instrument to which the Issuer is a party or by which it is bound.

(v) No proceeding of the Issuer for the issuance, execution or delivery of the Series 2022 Bonds, the Indenture or the Loan Agreement has been repealed, rescinded, amended or revoked.

(vi) The Issuer Portion of the Preliminary Official Statement was, as of its date, and is, as of the date hereof, deemed "final" within the meaning of paragraph (b)(1) of the Rule. The Issuer has not reviewed and makes no representations, warranties or covenants with regard to the remainder of the Preliminary Official Statement.

(b) The Company represents and agrees with the Underwriter as follows:

(i) The Company approves the distribution and use of the Preliminary Official Statement and the Official Statement. The statements and the information with respect to the Company, the School Facilities, the Series 2022 Project, and the Company Documents (defined below) set forth and incorporated by reference in the Preliminary Official Statement and the Company's participation in the transactions contemplated by (a) the Loan Agreement, (b) this Bond Purchase Agreement, (c) the Lease, (d) the Continuing Disclosure Agreement, dated as of August 1, 2022 (the "Disclosure Agreement"), by and between the Company, the Charter School, and the Trustee, as dissemination agent, (e) the Mortgage, (f) the Tax Regulatory Agreement, dated the date of Closing (the "Tax Regulatory Agreement"), between the Company, the Charter School, and the Trustee, (g) the Company and Charter School Tax Certificate, dated the date of Closing (the "Tax Certificate"), by the Company and the Charter School and endorsed by the Issuer, (h) a

Subordination, Non-Disturbance, and Attornment Agreement, dated as of August 1, 2022 (the "SNDA"), between the Company, the Charter School and the Trustee, (i) the Assignment of Lease, (j) the Intercreditor Agreement, dated as of August 1, 2022 (the "Intercreditor Agreement"), between the Trustee, the Company, the Charter School, and [_____] (the "Depository Bank"), (k) the Disbursing Agreement, dated as of August 1, 2022 (the "Disbursing Agreement"), between the Company, the Trustee, and Land Title, Inc. (the "Title Insurer"), (l) the Collateral Assignment of Construction Contract, dated as of August 1, 2022, between the Company and the Trustee (the "Collateral Assignment of Construction Contract"), (m) the Collateral Assignment of Architect's Contract, dated as of August 1, 2022, between the Company and the Trustee (the "Collateral Assignment of Construction Contract") (collectively, the documents listed in (a)-(m) are referred to as the "Company Documents"), are true and correct and all such statements and information set forth in the Preliminary Official Statement, as of its date and the date hereof, with respect to the Company, the School Facilities, was true and correct in all material respects and the Official Statement as of the date of closing, the Series 2022 Project, and the Company Documents as of Closing, with respect to the Company, the School Facilities, will be true and correct in all material respects and the Preliminary Official Statement with respect to the Company and the Company Documents does not and the Official Statement with respect to the Company and the Company Documents will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which it is made, not misleading.

(ii) If, at any time prior to the earlier of (A) receipt of notice from the Underwriter that the Official Statement is no longer required to be delivered under the Rule, or (B) ninety (90) days after the Closing, any event occurs known to the Company (or which should have been known to the Company upon diligent inquiry) as a result of which the Preliminary Official Statement or the Official Statement with respect to the Company, the School Facilities, the Series 2022 Project, and the Company Documents, as then amended or supplemented, might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, the Company shall promptly notify the Underwriter thereof in writing. Upon the request of the Underwriter, the Company shall prepare and deliver to the Underwriter, at the expense of the Company (including attorneys' fees), as many copies of an amendment or supplement to the Preliminary Official Statement or the Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(iii) The Company is duly organized and existing as a nonprofit corporation under the laws of the State and the Company has full legal right, power and authority to enter into the Company Documents, and to carry out and consummate all transactions contemplated by such documents.

(iv) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Company Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, does not and will not conflict with or constitute on the part of the Company a breach of or default under any other agreement or instrument to which the Company is a party or to the Company's knowledge, any existing law, administrative regulation, court order or consent decree to which the Company is subject.

(v) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the Company of its obligations hereunder and under the other Company Documents have been obtained or, if not, will be obtained

at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the placement of the Series 2022 Bonds by the Underwriter).

(vi) This Bond Purchase Agreement does, and the other Company Documents, when each of them has been executed and delivered by the Company, will, assuming due authorization, execution and delivery by the other parties thereto, each, constitute a valid and binding obligation of the Company, enforceable in accordance with its respective terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(vii) To the knowledge of the Company, no litigation is pending or threatened (A) seeking to restrain or enjoin the issuance or delivery of the Series 2022 Bonds or the application of proceeds of the Series 2022 Bonds as provided in the Indenture and the Loan Agreement or the collection of revenues pledged under the Indenture, (B) in any way contesting or affecting any authority for the issuance of the Series 2022 Bonds or the validity of the Series 2022 Bonds, or any other Company Documents, or (C) in any way affecting, in a material adverse manner, the Series 2022 Project, the property of the Company or contesting the existence or powers of the Company.

(viii) The Preliminary Official Statement was, as of its date, deemed "final" within the meaning of (b)(1) of the Rule.

(ix) The Company has not within the last five (5) years been subject to any continuing disclosure undertaking under Rule 15c2-12 promulgated by the Securities Exchange Commission.

(x) The Company has not been in default as to principal or interest with respect to any obligation issued by or guaranteed by the Company or with respect to which the Company is an obligor.

(xi) The Company is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or corresponding provisions of prior law, and is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income (if any), which will be subject to taxation under Section 511 of the Code.

(c) The Charter School represents to and agrees with the Underwriter as follows:

(i) The Charter School approves the distribution and use of the Preliminary Official Statement and Official Statement. The statements and the information set forth and incorporated by reference in the Preliminary Official Statement and the Charter School's participation in the transactions contemplated by (a) this Bond Purchase Agreement, (b) the Lease, (c) the Disclosure Agreement, (d) the Pledge Agreement, (e) the Tax Regulatory Agreement, (f) the Tax Certificate, (g) the Intercreditor Agreement, (h) the SNDA, and (i) the Deposit Account Control Agreement, dated as of August 1, 2022 (the "Account Control Agreement"), between the Charter School, the Trustee and the Depository Bank, (j) the Assignment of Lease (collectively, the documents listed in (a)-(j) are referred to as the "Charter School Documents"), are true and correct and all such statements and information set forth in the Preliminary Official Statement as of its date and as of the date hereof, and the Official Statement as of Closing will be true and correct in all material respects and the Preliminary Official Statement does not and the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statement therein, in light of the circumstances under which it is made, not misleading.

(ii) If, at any time prior to the earlier of (A) receipt of notice from the Underwriter that the Official Statement is no longer required to be delivered under the Rule, or (B) ninety days after the Closing, any event occurs known to the Charter School (or which should have been known to the Charter School upon diligent inquiry) as a result of which the Preliminary Official Statement or the Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they are made, not misleading, the Charter School shall promptly notify the Underwriter thereof in writing. Upon the request of the Underwriter, the Charter School shall prepare and deliver to the Underwriter, at the expense of the Charter School (including attorneys' fees), as many copies of an amendment or supplement to the Preliminary Official Statement or the Official Statement which will correct any untrue statement or omission therein as the Underwriter may reasonably request.

(iii) The Charter School is duly organized and existing as a nonprofit corporation and public charter school under the laws of the State and the Charter School has full legal right, power and authority to enter into the Charter School Documents, and to carry out and consummate all transactions contemplated by such documents.

(iv) The execution and delivery of this Bond Purchase Agreement does not, and the execution and delivery of the Charter School Documents and compliance with the provisions of each of them, under the circumstances contemplated thereby, does not and will not conflict with or constitute on the part of the Charter School a breach of or default under any other agreement or instrument to which the Charter School is a party or to the Charter School's knowledge, any existing law, administrative regulation, court order or consent decree to which the Charter School is subject.

(v) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body in or of any state and the federal government having jurisdiction which would constitute a condition precedent to the performance by the Charter School of its obligations hereunder and under the other Charter School Documents have been obtained or, if not, will be obtained at the time of or prior to the Closing (provided no representation or warranty is expressed as to any action required under federal or state securities or Blue Sky laws in connection with the placement of the Series 2022 Bonds by the Underwriter).

(vi) This Bond Purchase Agreement does, and the other Charter School Documents, when each of them has been executed and delivered by the Charter School, will, assuming due authorization, execution and delivery by the other parties thereto, each, constitute a valid and binding obligation of the Charter School, enforceable in accordance with its respective terms, subject to any applicable bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(vii) To the knowledge of the Charter School, no litigation is pending or threatened (A) seeking to restrain or enjoin the issuance or delivery of the Series 2022 Bonds or the application of proceeds of the Series 2022 Bonds as provided in the Indenture and the Loan Agreement or the collection of revenues pledged under the Indenture, (B) in any way contesting or affecting any authority for the issuance of the Series 2022 Bonds or the validity of the Series 2022 Bonds, or any other Charter School Documents, or (C) in any way affecting, in a material adverse manner, the Series 2022 Project, the property of the Charter School or contesting the existence or powers of the Charter School.

(viii) The Preliminary Official Statement was, as of its date, deemed "final" within the meaning of (b)(1) of the Rule.

(ix) The Charter School has not within the last five (5) years been subject to any continuing disclosure undertaking under Rule 15c2-12 promulgated by the Securities Exchange Commission.

(x) The Charter School has not been in default as to principal or interest with respect to any obligation issued by or guaranteed by the Charter School (including the Charter School's current lease of the Original School Facility) or with respect to which the Charter School is an obligor.

(xi) The Charter School is an organization described in Section 501(c)(3) of the Code, or corresponding provisions of prior law, is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income subject to taxation under Section 511 of the Code, or that the Charter School's operation of the School Facilities does not result in unrelated business income.

(d) The Underwriter represents to and agrees with the Issuer as follows:

(i) The Underwriter has all necessary power and authority to execute and deliver this Bond Purchase Agreement and to consummate all of the actions contemplated hereby.

(ii) The Series 2022 Bonds to be sold to the initial purchasers pursuant to this Bond Purchase Agreement shall be in minimum denominations of $5,000 or any $5,000 multiple in excess thereof (each an "Authorized Denomination").

(iii) In the course of selling the Series 2022 Bonds, the Underwriter shall comply with the Securities Exchange Act of 1934, the rules and regulations promulgated thereunder, the rules of the National Association of Securities Dealers, Inc. and the rules of the MSRB.

5. **Closing.** At or before 12:00 P.M. Central time, on [_____], 2022 or such later date as we mutually agree upon (the "Closing" or the "Closing Date"), the Issuer will deliver or cause to be delivered to the Underwriter, at the offices of Taft Stettinius & Hollister LLP, Minneapolis, Minnesota ("Bond Counsel"), or at such other place as we may mutually agree upon, through the facilities of The Depository Trust Company ("DTC"), the Series 2022 Bonds in definitive fully registered form, duly executed and authenticated. In addition, the other documents hereinafter mentioned will be delivered to the offices of Bond Counsel, and the Underwriter will accept such delivery and cause the purchase price thereof to be paid in federal funds payable to the order of the Issuer or the order of such person as the Issuer shall direct and such funds shall be available to the Issuer on the date of Closing.

The Series 2022 Bonds will be delivered as fully registered bonds in Authorized Denominations and registered in the name of Cede & Co., as nominee of DTC, and in such amounts as the Underwriter may have requested not less than five (5) business days prior to the Closing. The Issuer will deposit with the Trustee, as agent to DTC (or such other acceptable depository institution), any or all of the Series 2022 Bonds, registered in such name or names as the Underwriter may request.

It is anticipated that CUSIP identification numbers will be printed on the Series 2022 Bonds, but neither the failure to print such numbers on any Series 2022 Bond nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for any Series 2022 Bonds. The Underwriter and the Issuer will cooperate with the Company and Charter School to obtain the CUSIP numbers. Simultaneously with the delivery of the Series 2022 Bonds, the

Issuer shall cause to be delivered to the Underwriter opinions of Bond Counsel dated the date of Closing as provided in Section 6(d)(i) below.

6. **Conditions Precedent.** The Underwriter has entered into this Bond Purchase Agreement in reliance upon: (i) the representations, warranties and agreements of the Issuer contained in this Bond Purchase Agreement and in the Indenture, the Loan Agreement, and the Resolution; (ii) the representations, warranties and agreements of the Company contained in this Bond Purchase Agreement and in the other Company Documents; (iii) the representations, warranties and agreements of the Charter School contained in this Bond Purchase Agreement and in the other Charter School Documents; and (iv) the performance by the Issuer, the Company, and the Charter School of their obligations under this Bond Purchase Agreement, if any, and under the above-mentioned documents, both as of the date hereof and as of the date of the Closing. The Underwriter's obligation under this Bond Purchase Agreement is and shall be subject to the following further conditions:

(a) The representations and warranties of the Issuer, the Company, and the Charter School contained herein shall be true, complete and correct on the date of acceptance hereof and on and as of the date of the Closing with the same effect as if made on the date of the Closing.

(b) At the time of the Closing, the Official Statement, the Resolution, the Indenture, the Company Documents, and the Charter School Documents shall be in full force and effect, shall each be in form and substance acceptable to the Underwriter in all respects, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; the Issuer shall have duly adopted and there shall be in full force and effect such Resolution, and entered into such agreements, as, in the opinion of Bond Counsel and in the opinion of Ballard Spahr LLP, counsel to the Underwriter (the "Underwriter's Counsel"), shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Series 2022 Bonds.

(c) The Underwriter may terminate this Bond Purchase Agreement by notification in writing to the Issuer, the Company and the Charter School if at any time subsequent to the date hereof and at or prior to the Closing: (A) legislation shall be enacted by, or favorably reported out of committee to, either House of the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, or a regulation or ruling shall be issued or proposed by or on behalf of the Treasury Department, the Internal Revenue Service of the United States, or any other agency of the Federal government having jurisdiction, or a release or official statement shall be issued by the Treasury Department, the Internal Revenue Service of the United States, or any other agency of the Federal government having jurisdiction, with respect to Federal taxation upon interest received on obligations of the character of the Series 2022A Bonds, which, in the reasonable judgment of the Underwriter, adversely affects the market for the Series 2022 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2022 Bonds; or (B) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the U.S. Securities and Exchange Commission is issued or made to the effect that the issuance, offering, sale or distribution of obligations of the character of the Series 2022 Bonds is in violation of any provisions of the Securities Act of 1933, as amended (the "1933 Act"), or of the Trust Indenture Act of 1939, as amended (the "1939 Act"); or (C) the Congress of the United States of America shall enact a law, or a bill is favorably reported out of committee of either House, or a decision by a court of the United States of America is rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the U.S. Securities and Exchange Commission or any other agency of the Federal government having jurisdiction of the subject matter is made, to the effect that securities of the Issuer or of any similar public body are not exempt from the registration, qualification or other requirements of the 1933 Act or the 1939 Act; or (D) the United States of America becomes

engaged in hostilities (other than those currently ongoing in Iraq and Afghanistan) that result in a declaration of war or a national emergency; or (E) there occurs a general suspension of trading on the New York Stock Exchange; or (F) a general banking moratorium is declared by the United States of America, State of New York or State authorities; or (G) an event occurs which in the judgment of the Underwriter (i) makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Preliminary Official Statement or the Official Statement or which is not reflected in the Preliminary Official Statement or the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, and/or (ii) adversely affects the market for the Series 2022 Bonds or the sale, at the contemplated offering prices, by the Underwriter of the Series 2022 Bonds; or (H) all documentation in connection with the issuance of the Series 2022 Bonds is not satisfactory in form and substance to the Underwriter or the Underwriter's Counsel; or (I) economic, market or other conditions occur or exist which, in the judgment of the Underwriter, render the Series 2022 Bonds incapable of being sold on terms acceptable to the Underwriter; or (J) the results of any due diligence efforts by the Underwriter with respect to the proposed issuance of the Series 2022 Bonds shall not, in the sole discretion of the Underwriter, be satisfactory to the Underwriter; or (K) any suit, proceeding, litigation or other action are commenced, or, if commenced prior to the date hereof, are continuing or have been adjudicated, which, in any event, in the reasonable judgment of the Underwriter, may affect the marketing, sale or delivery of the Series 2022 Bonds; or (L) there shall have occurred any outbreak or escalation of hostilities or other national or international calamity or crisis, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the Underwriter's judgment, would make it impracticable for the Underwriter to deliver the Series 2022 Bonds; or (M) the Underwriter, the Company, the Charter School and the Issuer have not reached agreement as to the terms of any of the agreements referred to in this Bond Purchase Agreement; or (N) additional events or announcements related to the COVID-19 virus and its impact resulting in the cancellation of orders from investors or inability of investors to proceed with the purchase of their bonds in an amount that the Underwriter deems to have an adverse material impact on the sale of and market for the Series 2022 Bonds; or (O) the credit rating assigned to the Series 2022 Bonds by S&P Global Ratings ("S&P") is downgraded below "BB").

(d) At or prior to the Closing, the Underwriter shall have received the following documents (in each case with such changes as the Underwriter shall approve):

(i) The unqualified approving opinion of Bond Counsel, dated the date of the Closing, in the substantially same form set forth in the Preliminary Official Statement, which shall be satisfactory to the Underwriter, and a supplementary opinion of Bond Counsel addressed to the Underwriter, dated the date of the Closing, in the substantially same form as set forth in Exhibit B attached hereto, which shall be satisfactory to the Underwriter;

(ii) The opinion(s) of Dorsey & Whitney, LLP, Minneapolis, Minnesota, Counsel to the Charter School and the Company, dated the date of Closing and addressed to the Issuer, the Trustee, Bond Counsel and the Underwriter, in the substantially same set forth in Exhibit C attached hereto, which shall be satisfactory to Bond Counsel, the Issuer, the Trustee and the Underwriter;

(iii) The opinion of Ballard Spahr LLP, as counsel to the Underwriter, in customary form and in form and substance satisfactory to the Underwriter;

(iv) A certificate of the Issuer, signed by authorized representatives of the Issuer, dated the date of the Closing, to the effect that, to the actual knowledge of such representatives that (A) the representations of the Issuer contained in this Bond Purchase Agreement and in the Bond Resolution, the Indenture, and the Loan Agreement are true and correct in all material respect as of the date of the Closing; (B) to the actual knowledge of the Issuer, without investigation or inquiry, no litigation is pending or threatened that challenges the Issuer's execution and delivery of the Series 2022 Bonds, this Bond Purchase Agreement, the Indenture or the Loan Agreement; and (C) the information in the Issuer Portion of the Official Statement is true and accurate in all material respects;

(v) A certificate of the Company, signed by an authorized officer or authorized officers of the Company, dated the date of the Closing, to the effect that (A) the representations, warranties and agreements of the Company contained in the Company Documents are true and correct in all material respects as of the date of the Closing; (B) to the knowledge of the Company, no litigation is pending or threatened, (1) seeking to restrain or enjoin the issuance or delivery of any of the Series 2022 Bonds or the collection of revenues or other security pledged under the Indenture, (2) in any way contesting or affecting any authority for the issuance of the Series 2022 Bonds or the validity of the Series 2022 Bonds or any of the Company Documents, or (3) in any way contesting the existence or powers of the Company; (C) no event affecting the Company has occurred since the date of the Official Statement which should be disclosed in the Official Statement, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; (D) the information in the Preliminary Official Statement was as of its date and the date hereof and the information in the Official Statement as of the date of Closing with respect to the Company and the Company Documents is true, accurate and complete in all material respects; (E) all resolutions and other actions required to be approved or taken by or on behalf of the Company authorizing and approving the transactions described or contemplated in this Bond Purchase Agreement or in the Official Statement, the execution of or approving of the respective forms of, as the case may be, the Company Documents and the Series 2022 Bonds have been duly approved by the Board of Directors of the Company, are in full force and effect and have not been modified, amended or repealed; (F) the Company has all necessary licenses, approvals, accreditations and permits presently required under federal, state and local laws to own its facilities; and (G) the Company is a nonprofit corporation organized and validly existing under the laws of the State and is an organization described in Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code with full power and authority to own its properties and conduct its business;

(vi) Certified copies of the Company's resolutions or comparable actions of its Board of Directors (or a person's actions at the authorization of the Board of Directors) authorizing the execution and delivery of the Company Documents and approving the Series 2022 Bonds, the Preliminary Official Statement, and the Official Statement;

(vii) A certificate of the Charter School, signed by an authorized officer or authorized officers of the Charter School, dated the date of the Closing, to the effect that: (A) the representations, warranties and agreements of the Charter School contained herein and in the Charter School Documents are true and correct in all material respects as of the date of the Closing; (B) to the knowledge of the Charter School, no litigation is pending or threatened, (1) seeking to restrain or enjoin the issuance or delivery of any of the Series 2022 Bonds or the collection of revenues or other security pledged under the Indenture and

the Pledge Agreement, (2) in any way contesting or affecting any authority for the issuance of the Series 2022 Bonds or the validity of the Series 2022 Bonds or any of the Charter School Documents, or (3) in any way contesting the existence or powers of the Charter School; (C) no event affecting the Charter School has occurred since the date of the Official Statement which should be disclosed in the Official Statement, for the purpose for which it is to be used or which should be disclosed therein in order to make the statements and information therein not misleading in any material respect; (D) the information in the Official Statement is true, accurate and complete in all material respects; (E) all resolutions and other actions required to be approved or taken by or on behalf of the Charter School authorizing and approving the transactions described or contemplated in this Bond Purchase Agreement or in the Official Statement, the execution of or approving of the respective forms of, as the case may be, the Charter School Documents and the Series 2022 Bonds have been duly approved by the Board of Directors of the Charter School, are in full force and effect and have not been modified, amended or repealed; (F) the Charter School has all necessary licenses, approvals, accreditations and permits presently required under federal, state and local laws to lease and operate its facilities; and (G) the Charter School is a nonprofit corporation organized and validly existing under the laws of the State and is an organization described in Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code with full power and authority to conduct its business;

(viii) Certified copies of the Charter School's resolutions or comparable actions of its Board of Directors authorizing the execution and delivery of the Charter School Documents and approving the Series 2022 Bonds, the Preliminary Official Statement, and the Official Statement;

(ix) A title insurance policy, or commitment therefor, in a form satisfactory to the Underwriter;

(x) Receipt of Certificates of Insurance acceptable to the Underwriter demonstrating that the Company has obtained the insurance policies required by the terms of the Loan Agreement, the Pledge Agreement, and the Lease;

(xi) Receipt of Certificates of Insurance acceptable to the Underwriter demonstrating that the Charter School has obtained the insurance policies required by the terms of the Pledge Agreement and the Lease;

(xii) A rating letter from S&P providing a credit rating for the Series 2022 Bonds of not less than "BB" (stable outlook) and such letter has not been modified, withdrawn, or placed on watch;

(xiii) An execution copy or other copy, certified to the Underwriter's satisfaction as true and correct, of each of the following items: the Company Documents, the Charter School Documents, the Indenture, the Resolution, the Company's articles of incorporation, bylaws, and certificate of good standing in the State, and the Charter School's articles of incorporation; bylaws; and certificate of good standing in the State;

(xiv) Receipt of consent letter from Abdo, Eick, & Meyers, LLP, with respect to the audited financial statements for the Company for fiscal year 2021;

(xv) Receipt of Phase I Environmental Site Assessments prepared by Professional Service Industries, Inc. ("Environmental Consultant") for the site of each of the School Facilities;

(xvi) Receipt of reliance and consent letter(s) from the Environmental Consultant addressed to the Underwriter, which shall be satisfactory to the Underwriter;

(xvii) Such additional legal opinions, certificates, proceedings, agreements, instruments and other documents as the Underwriter, Underwriter's Counsel, or Bond Counsel may reasonably request to evidence compliance with any legal requirements, to provide such additional assurances as the Underwriter may request, the truth and accuracy, as of the time of Closing, of any representations given and the due performance or satisfaction at or prior to such time of all agreements then to be performed and all conditions then to be satisfied as conditions precedent to the issuance of the Series 2022 Bonds.

If the Issuer, the Company, or the Charter School shall be unable for any reason to satisfy the conditions of the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter, the Issuer, the Company nor the Charter School shall have any further obligations or liability hereunder, except that the respective obligations of the Issuer, the Company, the Charter School and the Underwriter set forth in Section 8 hereof shall continue in full force and effect.

7. **Amendments to Official Statement.** After the date of the Official Statement and so long as the Underwriter is offering the Series 2022 Bonds which constitute the whole or a part of their unsold participations, the Issuer, the Company or the Charter School will (a) not adopt any amendment of or supplement to the Official Statement without the prior written consent of the Underwriter, and (b) during such period or for forty-five (45) days from the date of the Closing, whichever is earlier, if any event relating to or affecting the Official Statement shall occur as a result of which, in the reasonable judgment of the Underwriter, it is necessary to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser, forthwith prepare and furnish to the Underwriter, at the expense of the Charter School, a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to Underwriter's Counsel) which will amend or supplement the Official Statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading. For the purposes of, and during the period of time provided by this Section, the Issuer, the Company and the Charter School will furnish, or cause to be furnished, such information with respect to itself as the Underwriter may from time to time reasonably request. The Issuer's responsibilities under this paragraph are limited to the Issuer Portion of the Official Statement.

8. **Payment of Expenses.**

(a) Upon and subject to the issuance, sale and delivery of the Series 2022 Bonds by the Issuer, the Company agrees to pay either directly or, to the extent permitted under federal tax law as determined by Bond Counsel, from the proceeds of the Series 2022 Bonds, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Series 2022 Bonds, the terms of which have all been previously agreed to and specified in separate agreements, including, without limitation, (i) the Underwriter's discount of $[_____] for the Series 2022 Bonds, (ii) miscellaneous out-of-pocket fees and expenses of the Underwriter incurred with respect to the Series 2022 Bonds, (iii) the fees and disbursements

of Bond Counsel, (iv) the fees and disbursements of counsel to the Company and the Charter School, (v) the fees and disbursements of the Issuer and the Trustee, (vi) the fees and disbursements of Underwriter's Counsel, (vii) the fees and expenses, if any, of Underwriter's Counsel in connection with qualification of the Series 2022 Bonds for sale under any Blue Sky or other securities laws and regulations of various jurisdictions and preparation of any Blue Sky survey, (viii) the expenses and costs for the printing and distribution of the Series 2022 Bonds, the Preliminary Official Statement and the Official Statement, (ix) the expenses and costs for photocopying the Preliminary Official Statement, the Official Statement, the Resolution, the Indenture, the Company Documents, the Charter School Documents and all other agreements and documents contemplated hereby, (x) the fees of S&P, and (xi) the various other expenses and costs of Closing.

(b) If the Series 2022 Bonds are not issued and delivered by the Issuer to the Underwriter, as a result of the failure by the Company to perform any of its obligations under this Bond Purchase Agreement (other than a failure of the Underwriter to comply with its obligation set forth in Section 1 hereof, if such obligation is not otherwise excused or terminated as provided herein) or as a result of the Company failing to reach agreement with the Underwriter as to the terms and conditions of the transactions and documents contemplated hereby, the Company agrees that it shall pay all expenses set forth in this Section 8. In no event will the Issuer be obligated to pay any fees, costs or expenses relating to the issuance, sale and delivery of the Series 2022 Bonds.

(c) If the Series 2022 Bonds are not issued and delivered by the Issuer to the Underwriter, as a result of the failure by the Charter School to perform any of its obligations under this Bond Purchase Agreement (other than a failure of the Underwriter to comply with its obligation set forth in Section 1 hereof, if such obligation is not otherwise excused or terminated as provided herein) or as a result of the Charter School failing to reach agreement with the Underwriter as to the terms and conditions of the transactions and documents contemplated hereby, the Charter School agrees that it shall pay all expenses of the Company as set forth in this Section 8. In no event will the Issuer be obligated to pay any fees, costs or expenses relating to the issuance, sale and delivery of the Series 2022 Bonds.

9. **Rule 15c2-12 and Related Matters.** The Underwriter, the Company, and the Charter School agree to reasonably cooperate with each other in order to carry out and comply with certain requirements of the Rule. The Issuer shall have no obligation of any kind under the Rule.

10. **Indemnification.** The Charter School and Company agree to jointly and severally indemnify and hold harmless the Issuer and the Underwriter and each person, if any, who controls (as such term is defined in Section 15 of the 1933 Act) the Issuer or the Underwriter against any and all judgments, losses, claims, damages and liability (a) arising out of any allegations that any statement or information contained in the Preliminary Official Statement or the Official Statement that is untrue in any material respect or the omission therefrom of any statement which should be contained therein as of the date of the delivery of the Series 2022 Bonds to make the statements and information therein not misleading in any material respect, and (b) to the extent of the aggregate amount paid in settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or omission if such settlement is effected with the written consent of the Charter School or the Company. In case any claim shall be made or action brought against the Underwriter or the Issuer or any controlling person (as aforesaid) based upon the Preliminary Official Statement or the Official Statement, in respect of which indemnity may be sought against the Charter School or the Company, the person or persons seeking indemnity shall promptly notify the Charter School and the Company in writing setting forth the particulars of such claim or action and the Charter School and the Company shall jointly assume the defense thereof including the retention of counsel and the payment of all expenses. The Underwriter or any such controlling person thereof shall have the right to retain separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such person seeking such

indemnity unless (i) the retention of such counsel has been specifically authorized by the Charter School and the Company, or (ii) in the reasonable judgment of the Underwriter or any such controlling person thereof, such separate counsel is advisable by reason of any actual or potential conflict of interest or by reason of separate defenses. The Issuer or any controlling person thereof shall have the right to retain legal separate legal counsel in connection with any such matter if, in the sole and absolute discretion of the Issuer or any such controlling person, exercised in good faith, it is deemed desirable or necessary by the Issuer or such controlling person, and the fees and expenses of such separate legal counsel shall be included within the costs indemnified pursuant to this Section, and no prior approval to such separate representation shall be required.

The Underwriter agrees to indemnify and hold harmless the Issuer, the Charter School, the Company, as applicable, and each person, if any, who controls (as such term is defined in Section 15 of the 1933 Act and Section 20 of the 1934 Act) the Issuer, the Company, the Charter School, against any and all judgments, losses, claims, damages and liability arising or purportedly arising out of (a) the price and yield of the Series 2022 Bonds stated on the inside front cover of the Official Statement, (b) the optional redemption dates and prices for the Series 2022 Bonds, (c) the last paragraph of the cover of the Official Statement, (d) the information under the heading "UNDERWRITING" in the Preliminary Official Statement or the Official Statement, which information has been furnished by the Underwriter specifically for use in preparation thereof, (e) any other information in the Preliminary Official Statement or the Official Statement furnished in writing specifically for use therein by the Underwriter, and (f) any failure or alleged failure on the part of the Underwriter to comply with its covenants provided in Section 4(d) hereof or the 1933 Act, the Securities Exchange Act of 1934, as amended, or any applicable state Blue Sky law in the offer or sale of the Series 2022 Bonds. In case any such claim shall be presented in writing or any action shall be brought against the Issuer, the Company, or the Charter School, as applicable, with respect thereto, indemnity may be sought from the Underwriter on account of its agreement contained in this Section, the Underwriter shall have the rights and duties given to the Company and the Charter School in the above paragraph and the Issuer, the Company, and the Charter School, as applicable, shall have the rights and duties given by the above paragraph to the Issuer, the Underwriter, and persons therein referred to as controlling persons. In no case shall the Underwriter be responsible to the Company or Charter School for any amount in excess of the underwriting fee applicable to the Series 2022 Bonds purchased by it pursuant to this Bond Purchase Agreement. There shall be no limitation on the extent of indemnification with respect to the Issuer.

No recourse shall be had against the Underwriter for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Company or the Charter School arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Series 2022 Bonds or otherwise relating to the tax treatment of interest on the Series 2022 Bonds.

The indemnities contained herein shall survive the Closing under the Bond Purchase Agreement and any investigation made by or on behalf of the Underwriter or the Issuer or any person who controls any of such parties of any matters described in or related to the transactions contemplated hereby and by the Preliminary Official Statement, the Official Statement, the Resolution, the Indenture, the Company Documents and the Charter School Documents.

The parties hereto shall not be liable to indemnify any person in any settlement of any action effected without its consent. The parties hereto shall not be liable for any judgment if, as a result of the failure of the indemnified person to give notice of the commencement of a suit in respect of which indemnity shall be sought, the parties hereto are not provided sufficient notice to defend such suit.

11. **Establishment of Issue Price for the Series 2022A Bonds**.

(a) OPTION 1

[(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2022 Bonds and shall execute and deliver to the Issuer on the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2022 Bonds.

(b) The Underwriter confirms that at least 10% of each maturity of the Series 2022 Bonds has been sold to the public at a single price (the "10% test") (if different interest rates apply within a maturity, each separate CUSIP number within that maturity is evaluated separately). Schedule I attached to this Bond Purchase Agreement sets forth the first price at which the Underwriter has sold to the public 10% of each such maturity of Series 2022 Bonds.

(c) The Underwriter confirms that the Underwriter has offered the Series 2022 Bonds to the public on or before the date of this Bond Purchase Agreement (the "Sale Date") at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto.

(d) The Underwriter confirms that it does not have any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2022 Bonds to the public.]

OPTION 2

[(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2022 Bonds and shall execute and deliver to the Issuer on the Closing Date an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2022 Bonds.

(b) Except as otherwise set forth in Schedule I attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2022 Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer and Bond Counsel the price or prices at which it has sold to the public each maturity of Series 2022 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2022 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2022 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Series 2022 Bonds of that maturity or until all Series 2022 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that the Underwriter has offered the Series 2022 Bonds to the public on or before the date of this Bond Purchase Agreement (the "Sale Date") at the offering

price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2022 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2022 Bonds, the Underwriter will neither offer nor sell unsold Series 2022 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the Sale Date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2022 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Series 20121A Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that it does not have any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 20121A Bonds to the public.]

(e) The Underwriter acknowledges that sales of any Series 2022 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section 11. Further, for purposes of this Section 11:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2022 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2022 Bonds to the public), and

(iii) a purchaser of any of the Series 2022 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

12. **Notices.** All communications under this Bond Purchase Agreement shall be in writing and, except as otherwise provided, shall be delivered at, or mailed by certified or registered mail, return receipt requested, or telegraphed with such telegraph to be confirmed in writing, mailed in accordance with the preceding provisions, to the following addresses:

(a)	if to the Underwriter:	Robert W. Baird & Co. Incorporated 7755 3rd Street North, Suite 400 Saint Paul, Minnesota 55128 Attention: Bruce E. Sorensen, Managing Director
	with a copy to:	Ballard Spahr LLP 2000 IDS Center 80 South Eighth Street Minneapolis, Minnesota 55402 Attention: Benjamin W. Johnson, Esq.
(b)	if to the Company:	PCS Building Company 7250 East Ramsey Parkway Ramsey, Minnesota 55303 Attn: Board Chair
	with a copy to:	Dorsey & Whitney, LLP 50 South Sixth Street, Suite 1500 Minneapolis, Minnesota 55402 Attn: Rhonda Skoby, Esq.
(c)	if to the Charter School:	PACT Charter School 7250 East Ramsey Parkway Ramsey, MN 55303 Attn: Executive Director
	with a copy to:	Dorsey & Whitney, LLP 50 South Sixth Street, Suite 1500 Minneapolis, Minnesota 55402 Attn: Rhonda Skoby, Esq.
(d)	if to the Issuer:	City of Ramsey 7550 Sunwood Drive NW Ramsey, MN 55303 Attn: City Administrator

13. **Benefit.** This Bond Purchase Agreement is made solely for the benefit of the Issuer, the Company, the Charter School and the Underwriter (including its successors or assigns), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

14. **Approval.** The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the undersigned and delivered to the Company, the Charter School and the Issuer.

15. **Governing Law; Counterparts.** This Bond Purchase Agreement shall be governed by the laws of the State and may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

16. **Electronic Signatures.** The parties agree that the electronic signature of a party to this Bond Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Bond Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature of an authorized representative of any party provided by AdobeSign or DocuSign (or such other digital signature provider as specified by such party) in English; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message, then such signature is a valid and binding signature of the authorized representative of such party.

[Signature pages to follow.]

ROBERT W. BAIRD & CO. INCORPORATED,
as Underwriter herein specified

By: _____
Name: Bruce E. Sorensen
Its: Managing Director

(Signature page for the PACT Charter School Bond Purchase Agreement)

Approved and Agreed to:

CITY OF RAMSEY, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: City Administrator

(Signature page for the PACT Charter School Bond Purchase Agreement)

Approved and Agreed to:

PCS BUILDING COMPANY

By: _____
Name: _____
Its: _____

(Signature page for the PACT Charter School Bond Purchase Agreement)

Approved and Agreed to:

PACT CHARTER SCHOOL

By: _____
Name: _____
Its: _____

(Signature page for the PACT Charter School Bond Purchase Agreement)

SCHEDULE I

MATURITY SCHEDULE FOR THE SERIES 2022 BONDS

Maturity Date and Schedule of Series 2022A Bonds

$[PAR-A]
City of Ramsey, Minnesota
Charter School Lease Revenue Refunding Bonds
(PACT Charter School Project)
Series 2022A

Maturity Date (June 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP[2]
2026					
2027					
2028					
2029					
2030					
2031					
2032					

Series 2022A Term Bonds

$_____ ___% Series 2022A Term Bond due June 1, 20__
Price of _____% to Yield ____%

Payment Date (June 1)	Principal Amount	Payment Date (June 1)	Principal Amount
2033		2038	
2034		2039	
2035		2040	
2036		2041	
2037		2042[1]	

[1] *Stated Maturity.*

$_____ ___% Series 2022A Term Bond due June 1, 20__
Price of _____% to Yield ____%

Payment Date (June 1)	Principal Amount	Payment Date (June 1)	Principal Amount
2043		2048	
2044		2049	
2045		2050	
2046		2051	
2047		2052[1]	

[1] *Stated Maturity.*

$_____ ___% Series 2022A Term Bond due June 1, 20__
Price of _____% to Yield ____%

Payment Date (June 1)	Principal Amount	Payment Date (June 1)	Principal Amount
2053		2056	
2054		2057[(1)]	
2055			

[(1)] *Stated Maturity.*

Maturity Date and Schedule of Series 2022B Bonds

$[PAR-B]
City of Ramsey, Minnesota
Taxable Charter School Lease Revenue Refunding Bonds
(PACT Charter School Project)
Series 2022B

Series 2022B Term Bond

$_____ ___% Series 2022A Term Bond due June 1, 20__
Price of _____% to Yield ____%

Payment Date (June 1)	Principal Amount
2025	
2026[(1)]	

[(1)] *Stated Maturity*

Optional Redemption. The Series 2022A Bonds are subject to redemption by the Issuer, at the option of the Company, on June 1, 2032* and any Business Day thereafter, in whole or in part on any date, at the redemption price equal to the principal amount to be redeemed plus accrued interest to the date of redemption.

The Series 2022A Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. If only a portion of the Series 2022A Bonds are redeemed, such Series 2022A Bonds to be redeemed will be selected from maturities designated by the Company. If less than all of one maturity is to be redeemed, the Series 2022A Bonds of such maturity will be selected randomly in such manner determined by the Trustee.

The Series 2022B Bonds are not subject to optional redemption.

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

[TO BE UPDATED BY BOND COUNSEL AS NEEDED]

$[_____] **City of Ramsey, Minnesota** **Charter School Lease Revenue** **and Refunding Bonds** **(PACT Charter School Project)** **Series 2022A**	**$[_____]** **City of Ramsey, Minnesota** **Taxable Charter School Lease Revenue** **and Refunding Bonds** **(PACT Charter School Project)** **Series 2022A**

CERTIFICATE OF UNDERWRITER

[_____], 2022

The undersigned, for and on behalf of Robert W. Baird & Co. Incorporated (the "Underwriter"), certifies as follows with respect to the sale and issuance by the City of Ramsey, Minnesota (the "Issuer") of its (i) Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022A (the "Series 2022A Bonds"), in the original aggregate principal amount of $_____; and (ii) Taxable Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022B (the "Series 2022B Bonds," and together with the Series 2022A Bonds, the "Series 2022 Bonds"), in the original aggregate principal amount of $_____:

1. Sale of Series 2022A Bonds. As of the date of this Certificate of Underwriter (the "Certificate"), for each Maturity of the Series 2022A Bonds, the first price at which at least 10% of such Maturity of the Series 2022A Bonds was sold to the Public is the respective price provided in **EXHIBIT A** attached hereto. Capitalized terms used herein that are otherwise not defined shall have the meanings assigned to such terms in Section 7 hereof or in the Indenture (hereinafter defined).

2. Purchase Price and Receipt. The Series 2022A Bonds were purchased by the Underwriter at a purchase price of $_____ (the principal amount of $_____, [plus][minus] original issue [premium][discount] of $_____, [less original issue discount of $_____,] less Underwriter's discount of $_____). The Series 2022B Bonds were purchased by the Underwriter at a purchase price of $_____ (the principal amount of $_____, [plus][minus] original issue [premium][discount] of $_____, [less original issue discount of $_____,] less Underwriter's discount of $_____). Receipt of the executed and authenticated Series 2022 Bonds from U.S. Bank Trust Company, National Association, a national banking association (the "Trustee"), is hereby acknowledged by the Underwriter.

3. Yield. The Underwriter has determined the yield on the Series 2022A Bonds as the discount rate that, when used in computing the present value, as of [____], 2022, of all unconditionally payable payments of principal of and interest on the Series 2022A Bonds, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of the Series 2022A Bonds as of [____], 2022. Based on the foregoing and the instructions of Taft Stettinius & Hollister LLP, the Underwriter has calculated a yield on the Series 2022A Bonds of _____%.

4. Weighted Average Maturity; Remaining Weighted Average Maturity. For purposes of the Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038 (Rev. February 2022) ("Form 8038"), prepared with respect to the Series 2022A Bonds, the Underwriter hereby certifies that the weighted average maturity of the Series 2022A Bonds is _____ years. The remaining weighted average maturity of the Issuer's Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A, issued in the principal amount of $10,765,000 is _____ years.

5. Reserve Fund. The Tax-Exempt Account of the Reserve Fund established pursuant to the terms of the Indenture is being funded from the proceeds of the Series 2022A Bonds in the amount of $_____ and the Taxable Account of the Reserve Fund established pursuant to the terms of the Indenture is being funded from the proceeds of the Series 2022B Bonds in the amount of $_____. The funding of the Reserve Fund in the amount

of $_____ was necessary in the successful marketing of the Series 2022 Bonds. The initial deposit to the Tax-Exempt Account of the Reserve Fund is an amount equal to the least of (i) the maximum annual debt service with respect to the Series 2022A Bonds during the current or any future Bond Year on the Series 2022 Bonds $_____); (ii) 10% of the [stated principal amount][issue price] of the Series 2022A Bonds $_____); or (iii) 125% of the average annual debt service requirements on the Series 2022A Bonds $_____).

6. Yield on Loan Agreement. The yield on the Loan Agreement, dated as of August 1, 2022, between the Issuer and PCS Building Company, a Minnesota nonprofit corporation (the "Company"), when taking into account the fee paid to the Issuer on the date of issuance of the Series 2022 Bonds, does not exceed the yield on the Series 2022A Bonds by more than 1.50%.

7. Defined Terms. Capitalized terms used herein shall have the following meanings:

(a) "Maturity" means Series 2022A Bonds with the same credit and payment terms. Series 2022A Bonds with different maturity dates, or Series 2022A Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "Public" means any person (including an individual trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate means, with respect to a purchaser of the Series 2022A Bonds, if the Underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(c) "Underwriter" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2022A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2022A Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2022A Bonds to the Public). The Underwriter of the Series 2022A Bonds is Robert W. Baird & Co. Incorporated

8. Representations. The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents the interpretation by the Underwriter of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. The undersigned understands that the foregoing information will be relied upon by: (i) the Issuer, the Company, and PACT Charter School, a Minnesota nonprofit corporation and public charter school (the "School"), with respect to certain of the representations set forth in a tax certificate of the Company and the School executed on the date hereof with respect to compliance with the federal income tax rules affecting the Series 2022A Bonds; and (ii) Taft Stettinius & Hollister LLP ("Bond Counsel"), in connection with rendering its opinion that the interest on the Series 2022A Bonds is excluded from gross income for federal income tax purposes, the preparation of Form 8038, and other federal income tax advice that it may give to the Issuer, the Company, and the School from time to time relating to the Series 2022A Bonds.

To the extent that we provided the Issuer and Bond Counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Series 2022A Bonds, these computations are provided for informational purposes and are based on our understanding of directions that we have received from Bond Counsel regarding interpretation of the applicable law. We express no view regarding legal sufficiency of any such computations or the correctness of any legal interpretation made by Bond Counsel.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Underwriter as of the date and year first written above.

ROBERT W. BAIRD & CO. INCORPORATED

By _____
Its _____

EXHIBIT A

SALE PRICES

EXHIBIT B

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[[TO BE PROVIDED BY BOND COUNSEL]]

EXHIBIT C

FORM OF CHARTER SCHOOL AND COMPANY COUNSEL OPINION

[[TO BE PROVIDED BY COMPANY/SCHOOL COUNSEL]]

PRELIMINARY OFFICIAL STATEMENT DATED [_____], 2022

BOOK-ENTRY ONLY
NOT BANK QUALIFIED

RATING: [S&P: "Requested"]
SEE "BOND RATING"

In the opinion of Taft Stettinius & Hollister LLP, as Bond Counsel, under existing Minnesota and federal laws, regulations, rulings, and decisions, and assuming compliance by the Issuer, the School and the Company with all requirements of the Internal Revenue Code of 1986, as amended, interest on the Series 2022A Bonds is not included in gross income of the owners thereof for federal income tax purposes or in taxable net income of individuals, estates or trusts for Minnesota income tax purposes, and is not an item of tax preference for purposes of the computation of federal alternative minimum tax imposed on individuals or the Minnesota alternative minimum tax applicable to individuals, estates and trusts. Interest on the Series 2022A Bonds is subject to the Minnesota franchise tax measured by income and imposed on corporations and financial institutions. Interest on the Series 2022B Bonds is taxable as ordinary income for federal and Minnesota income tax purposes. No opinion will be expressed by Bond Counsel regarding other state or federal tax consequences caused by the receipt or accrual of interest on the Series 2022A Bonds or arising with respect to the ownership of the Series 2022A Bonds. See "TAX MATTERS" in this Official Statement.

CITY OF RAMSEY, MINNESOTA
CHARTER SCHOOL LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
$[PAR-A]* SERIES 2022A
$[PAR-B]* TAXABLE SERIES 2022B

Dated: Date of Issuance **Due: June 1, as shown on the inside front cover**

The above-referenced Series 2022A Bonds (the "Series 2022A Bonds") and Series 2022B Bonds (the "Series 2022B Bonds" and, together with the Series 2022A Bonds, the "Series 2022 Bonds") are special, limited obligations of the City of Ramsey, Minnesota (the "Issuer"). The Series 2022 Bonds do not constitute general obligations or a debt, liability, or pledge of the full faith and credit of the Issuer, the State of Minnesota (the "State"), or of any political subdivision or agency thereof. The Series 2022 Bonds are not secured by or payable from any taxes, revenues or assets of the Issuer except for the Issuer's interest in the revenues derived from the Loan Agreement and amounts held pursuant to the Indenture as described herein. Undefined capitalized terms used herein are defined in the text hereof or APPENDIX F of this Official Statement.

Pursuant to the Loan Agreement, dated as of August 1, 2022, all proceeds of the Series 2022 Bonds will be loaned by the Issuer to PCS Building Company (the "Company"), a Minnesota nonprofit corporation and 501(c)(3) organization. Proceeds of the Series 2022 Bonds, and, along with other available funds of the Company, will be applied by the Company to: (i) refund the Issuer's outstanding Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series 2013 Bonds"), the proceeds of which were used to refinance the original acquisition, construction and equipping of an approximately 74,000 square foot school facility located at 7250 East Ramsey Parkway (the "Original School Facility") in the City of Ramsey, Minnesota (the "City"), which is currently leased to and operated by PACT Charter School, a Minnesota nonprofit corporation and 501(c)(3) organization (the "Charter School") as a public charter school for students in grades K through 12; (ii) refinance that certain Promissory Note dated June 30, 2020 (the "Prior Note") by the Company to Propel Nonprofits, the proceeds of which were used to finance certain improvements and renovations to the Original School Facility; (iii) finance certain additional improvements to the Original School Facility, which after renovation will be operated as a public charter school for grades K through 5 (the Original School Facility as improved, the "Elementary School Campus"); (iv) finance the acquisition of approximately 18 acres of vacant land and the construction and equipping of an approximately 115,000 square foot facility to be operated by the Charter School as a public charter school for grades 6 through 12 to be located at or about 7633 161st Avenue NW in the City (the "Upper School Campus" and, together with the Elementary School, the "School Facilities") (collectively, the "Series 2022 Project"); (v) fund a debt service reserve fund for the Series 2022 Bonds; (vi) fund capitalized interest on a portion of the Series 2022 Bonds; and (vii) pay the costs of issuance of the Series 2022 Bonds.

The Series 2022 Bonds will be payable from the money held for the payment thereof by U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), including amounts held in the Reserve Fund and Loan Repayments to be made by the Company under the Loan Agreement. The Series 2022 Bonds will be secured by a mortgage lien on and security interest in the School Facilities and an assignment of all rents, revenues and profits thereof in favor of the Trustee, subject to certain Permitted Encumbrances (as defined in the Mortgage). **[[LEASE(S) TO BE DISCUSSED/CONFIRMED BY BORROWER'S COUNSEL]]** The School Facilities will be leased by the Company to the Charter School pursuant to two separate lease agreements, each dated as of August 1, 2022, which the Company will assign to the Trustee and under which the Charter School will be required to make lease payments in amounts sufficient to pay debt service on the Series 2022 Bonds, plus certain other payments. See "THE SERIES 2022 BONDS" and "SECURITY FOR THE SERIES 2022 BONDS" in this Official Statement.

The Series 2022 Bonds will be issued as fully registered bonds in the denomination of $5,000 or any integral multiple in excess thereof and will initially be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of the Series 2022 Bonds will be made in book-entry form only. Purchasers of beneficial interests will not receive certificates representing their interest in the Series 2022 Bonds. See "THE SERIES 2022 BONDS" in this Official Statement.

The Series 2022 Bonds are subject to redemption as described herein under "THE SERIES 2022 BONDS – Redemption of Series 2022 Bonds." An investment in the Series 2022 Bonds is subject to certain risks. See "BONDHOLDERS' RISKS" in this Official Statement. This cover page contains certain information for quick reference only. This cover page is not intended to be a summary of the Series 2022 Bonds or the security therefor. Investors must read the entire Official Statement, including the Appendices hereto, to obtain information essential to the making of an informed decision.

SEE THE INSIDE FRONT COVER PAGE FOR THE MATURITY SCHEDULES FOR THE SERIES 2022 BONDS

The Series 2022 Bonds are offered when, as and if issued and accepted by Robert W. Baird & Co. Incorporated (the "Underwriter"), subject to the opinion as to the validity of the Series 2022 Bonds and tax-exempt status of the Series 2022A Bonds by Taft Stettinius & Hollister LLP, Minneapolis, Minnesota, Bond Counsel to the Issuer. Certain legal matters will be passed upon for the Underwriter by Ballard Spahr LLP, Minneapolis, Minnesota, and for the Company and the Charter School by Dorsey & Whitney LLP, Minneapolis, Minnesota. It is expected that the Series 2022 Bonds will be delivered on or about [_____], 2022. For information with respect to the Underwriter, see "UNDERWRITING" in this Official Statement.

BAIRD

The date of this Official Statement is [_____], 2022

**Preliminary, subject to change.*

This Preliminary Official Statement and the information contained in this Preliminary Official Statement are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

MATURITY SCHEDULES

$[PAR-A]*
City of Ramsey, Minnesota
Charter School Lease Revenue Refunding Bonds
(PACT Charter School Project)
Series 2022A

Maturity Date (June 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP[(2)]
2026					
2027					
2028					
2029					
2030					
2031					
2032					

$_____* _____% Series 2022A Term Bonds Due June 1, 20__*
Price of _____% to Yield _____%
CUSIP: _____[(1)]

$_____* _____% Series 2022A Term Bonds Due June 1, 20__*
Price of _____% to Yield _____%
CUSIP: _____[(1)]

$_____* _____% Series 2022A Term Bonds Due June 1, 20__*
Price of _____% to Yield _____%
CUSIP: _____[(1)]

$[PAR-B]*
City of Ramsey, Minnesota
Taxable Charter School Lease Revenue Refunding Bonds
(PACT Charter School Project)
Series 2022B

$_____* _____% Series 2022B Term Bonds Due June 1, 20__*
Price of _____% to Yield _____%
CUSIP: _____[(1)]

**Preliminary, subject to change.*

(1) CUSIP is a registered trademark of American Bankers Association ("ABA"). CUSIP data is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of ABA. The CUSIP numbers listed above are being provided solely for the convenience of bondholders only at the time of issuance of the Series 2022 Bonds and neither the Issuer nor the Underwriter nor the Company makes any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future.

For a schedule of the mandatory sinking fund payments with respect to each maturity of the Series 2022 Bonds, see "THE SERIES 2022 BONDS – Redemption of Series 2022 Bonds – Mandatory Sinking Fund Redemption" in this Official Statement.

Issuer
City of Ramsey, Minnesota

Company
PCS Building Company
Ramsey, Minnesota

Charter School
PACT Charter School
Ramsey, Minnesota

Charter School Officers
Joline Neilson – Chair
Emily Nelson – Vice-Chair
Brad Lawrence - Treasurer
Samantha Peltier – Secretary
Jason Busch – Board Member
Lindsey Ellison – Board Member
Jennifer McDevitt – Board Member
Jennifer Rassett – Board Member
Carl Sandmann – Board Member
Jason Tossey – Board Member
Amy Erendu - Ex-officio, Executive Director of Education
Josh Nyquist – Ex-officio, Executive Director of Building Operations

Company and Charter School's Counsel
Dorsey & Whitney LLP
Minneapolis, Minnesota

Bond Counsel to the Issuer
Taft Stettinius & Hollister LLP
Minneapolis, Minnesota

Underwriter
Robert W. Baird & Co. Incorporated
St. Paul, Minnesota

Underwriter's Counsel
Ballard Spahr LLP
Minneapolis, Minnesota

Trustee and Paying Agent
U.S. Bank Trust Company, National Association
Saint Paul, Minnesota

Auditor
Abdo
Minneapolis, Minnesota

Charter School Finance Manager
BerganKDV
Minneapolis, Minnesota

No person has been authorized by the Issuer, the Underwriter, the Company, or the Charter School to give any information regarding the Series 2022 Bonds, the Company, the Charter School, the School Facilities, the Series 2022 Project, the offering contained herein and related matters or to make any representations other than those contained in this Official Statement and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which it is unlawful for any person to make such offer or solicitation. The information contained in this Official Statement has been furnished by or on behalf of the Company and the Charter School and other sources which are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the parties referred to above since the date hereof.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement at any time nor any sale made hereunder creates any implication that the information herein is correct as of any time subsequent to its date.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, the Underwriter's responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Neither the Issuer nor any of its members, agents, employees or representatives have reviewed this Official Statement or investigated the statements or representations contained herein, except for those statements relating to the Issuer set forth under the captions "THE ISSUER" and "ABSENCE OF LITIGATION – Issuer." Except with respect to the information contained under such captions, neither the Issuer nor any of its members, agents, employees or representatives makes any representation as to the completeness, sufficiency and truthfulness of the statements set forth in this Official Statement. Members of the governing body of the Issuer and any other person executing the Series 2022 Bonds are not subject to personal liability by reason of the issuance of the Series 2022 Bonds. The Issuer assumes no responsibility for this Official Statement and has not reviewed or undertaken to verify any information contained herein.

The Trustee has not participated in the preparation of this Official Statement or any other disclosure documents relating to the Series 2022 Bonds. Except for information under the heading "THE TRUSTEE," the Trustee has or assumes no responsibility as to the accuracy or completeness of any information contained in this Official Statement or any other such disclosure documents.

References in this Official Statement to Minnesota law, the Series 2022 Bonds, the Indenture, Loan Agreement, the Leases, the Pledge Agreement, the Mortgage, the Assignment of Lease, the Continuing Disclosure Agreement, [the Escrow Agreement], the Account Control Agreement, the Intercreditor Agreement, and other documents do not purport to be complete. Potential investors should refer to such statutes and documents for full and complete details of their provisions. Copies of such documents are on file with the Trustee and the Company.

THE SERIES 2022 BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE INDENTURE HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2022 BONDS IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF LAWS OF THE STATES IN WHICH SERIES 2022 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2022 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES HERETO, CONTAINS STATEMENTS WHICH SHOULD BE CONSIDERED "FORWARD-LOOKING STATEMENTS," MEANING THEY REFER TO POSSIBLE FUTURE EVENTS OR CONDITIONS. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE WORDS SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET," OR SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES, AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE, OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CHARTER SCHOOL AND THE COMPANY DO NOT EXPECT OR INTEND TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED, OCCUR. THE BUDGET PROJECTIONS OF THE CHARTER SCHOOL CONTAINED IN APPENDIX C ATTACHED TO THIS OFFICIAL STATEMENT ARE NOT HISTORICAL STATEMENTS OF FINANCIAL PERFORMANCE OF THE CHARTER SCHOOL, BUT ARE FORWARD–LOOKING PROJECTIONS OF FUTURE, PROJECTED FINANCIAL PERFORMANCE OF THE CHARTER SCHOOL.

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SUMMARY INFORMATION

The following is a summary of certain information contained in this Official Statement. The summary is not comprehensive or complete and is qualified in its entirety by reference to the complete Official Statement. Undefined capitalized terms used below are defined in APPENDIX F hereto or elsewhere in this Official Statement.

Issuer..... The City of Ramsey, Minnesota (the "Issuer") is authorized to issue the Series 2022 Bonds pursuant to (i) Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"); and (ii) a resolution of the governing body of the Issuer adopted on [July 12], 2022 (the "Issuer Resolution"). See "THE ISSUER" in this Official Statement.

The Company and the Charter School..... PCS Building Company, a Minnesota nonprofit corporation (the "Company"), is a 501(c)(3) organization formed for the purpose of owning and leasing the School Facilities (defined below) to PACT Charter School, a Minnesota nonprofit corporation (the "Charter School"). The Charter School is a 501(c)(3) organization and a public charter school organized under Minnesota law and operated pursuant to a Charter Agreement between the Charter School and Bethel University (the "Authorizer"). **[[TO BE CONFIRMED BY BORROWER AND UPON RECEIPT AND REVIEW OF VOA APPROVAL:** Charter School is currently in the process of transferring to a new authorizer as the Authorizer has submitted a withdrawal letter which will be effective June 30, 2023. The new authorizer will be Volunteers of America which will begin oversight of the Charter School in July, 2022. Business will run as usual under the Authorizer until the transfer is completed by June 30, 2023.**]]** See "THE CHARTER SCHOOL" and "THE COMPANY" in this Official Statement. See also "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL AND THE SERIES 2022 PROJECT" and "APPENDIX B – MINNESOTA LAWS RELATING TO CHARTER SCHOOLS" in this Official Statement.

The Series 2022 Bonds..... The Issuer will issue its (i) Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022A (the "Series 2022A Bonds"), in the original aggregate principal amount of $[PAR-A]*, and (ii) Taxable Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022B (the "Series 2022B Bonds," and together with the Series 2022A Bonds, the "Series 2022 Bonds"), in the original aggregate principal amount of $[PAR-B]*. The Series 2022 Bonds will be issued in authorized minimum denominations of $5,000 or any integral multiple of $5,000 in excess thereof, pursuant to (i) the Issuer Resolution, and (ii) an Indenture of Trust, dated as of August 1, 2022 (the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, Saint Paul, Minnesota (the "Trustee"). See "THE SERIES 2022 BONDS" in this Official Statement.

Use of Proceeds ..... Proceeds of the Series 2022 Bonds will be loaned to the Company pursuant to a Loan Agreement, dated as of August 1, 2022 (the "Loan Agreement"), between the Issuer and the Company, and, along with other available funds of the Company, will be applied by the Company to: (i) refund the Issuer's outstanding Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series 2013 Bonds"), the proceeds of which were used to refinance the original acquisition, construction and equipping of an approximately 74,000 square foot school facility located at 7250 East Ramsey Parkway (the "Original School Facility") in the City of Ramsey, Minnesota (the "City"), which is currently leased to and operated by the Charter School as a public charter school for students in grades K through 12; (ii) refinance that certain Promissory Note dated June 30, 2020 (the "Prior Note") by the Company to Propel Nonprofits, the proceeds of which were used to finance certain improvements and renovations to

the Original School Facility; (iii) finance certain improvements to the Original School Facility, which after renovation will be operated as a public charter school for grades K through 5 (the Original School Facility as improved, the "Elementary School Campus"); (iv) finance the acquisition of approximately 18 acres of vacant land and the construction and equipping of an approximately 115,000 square foot facility to be operated by the Charter School as a public charter school for grades 6 through 12 to be located at or about 7633 161st Avenue NW in the City (the "Upper School Campus" and, together with the Elementary School, the "School Facilities") (collectively, the "Series 2022 Project"); (v) fund a debt service reserve fund for the Series 2022 Bonds; (vi) fund capitalized interest on a portion of the Series 2022 Bonds; and (vii) pay the costs of issuance of the Series 2022 Bonds. See "SOURCES AND USES OF FUNDS" in this Official Statement.

Payment ..... Interest accrues on the Series 2022 Bonds at the rates set forth on the inside front cover of this Official Statement from the date of issue and is payable on June 1 and December 1 of each year commencing December 1, 2022*, by check or draft of the Trustee to the persons who were the registered owners of the Series 2022 Bonds as of the 15th day of the month preceding each interest payment date provided that any holder of not less than $1,000,000 principal amount of Series 2022 Bonds may receive payment of interest by wire transfer upon proper instruction to the Trustee. Principal and premium, if any, will be payable at the principal corporate trust office of the Trustee. See "THE SERIES 2022 BONDS" in this Official Statement.

Special, Limited Obligations ..... *The Series 2022 Bonds are special, limited obligations of the Issuer payable solely from the Loan Repayments to be made by the Company, pursuant to the Loan Agreement, and other funds pledged therefor under the Indenture. The Series 2022 Bonds are not secured by or payable from any taxes, revenues or assets of the Issuer, except for the Issuer's interest in the revenues derived from the Loan Agreement and amounts held pursuant to the Indenture as described herein. The Series 2022 Bonds do not give rise to a general obligation or general liability of the Issuer, the State of Minnesota (the "State"), or of any political subdivision or agency thereof, or a charge against the general credit of the Issuer, the State or any political subdivision or agency thereof, and shall never constitute nor give rise to a pecuniary liability of the Issuer, the State, or any political subdivision or agency thereof. The Series 2022 Bonds do not constitute a debt, moral obligation, liability or loan of credit or a pledge of the full faith and credit or taxing power of the Issuer, the State, or of any political subdivision thereof. The obligations of the Company under the Loan Agreement are a general credit pledge of the Company, provided, however, that the Company does not have taxing power and does not have the ability to charge fees to the Charter School's students in the event that revenues of the Company under the Leases are not sufficient to pay operations and debt service on the Series 2022 Bonds.* See "SECURITY FOR THE SERIES 2022 BONDS" in this Official Statement.

Security for the Series 2022 Bonds ..... The Series 2022 Bonds will be secured by and payable from an assignment and pledge of (i) all money held under the Indenture, including Series 2022 Bond proceeds initially deposited in the Reserve Fund, (ii) the interest of the Issuer in the revenues derived from the Loan Agreement (except for certain rights to indemnification and payments of fees and expenses), and (iii) amounts realized pursuant to a mortgage on the School Facilities or an assignment of leases, (iv) insurance benefits and condemnation awards payable with respect thereto, (v) Lease Payments due from the Charter School, which will be automatically withdrawn by the Trustee from the Sweep Account pursuant to a Pledge and Covenant Agreement, dated as of August 1, 2022 (the "Pledge Agreement"),

between the Charter School and the Trustee, and (vi) investment earnings on the foregoing. The Series 2022 Bonds will also be secured under the terms of a Mortgage, Security Agreement and Assignment of Rents, dated as of August 1, 2022 (the "Mortgage"), between the Company and the Trustee. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LOAN AGREEMENT – Covenants of the School" and " – THE MORTGAGE" in this Official Statement. The Series 2022 Bonds are not secured by or payable from any taxes, revenues or assets of the Issuer, except for the Issuer's interest in the revenues derived from the Loan Agreement and amounts held pursuant to the Indenture as described herein. See "SECURITY FOR THE SERIES 2022 BONDS" in this Official Statement.

Risk Factors ..... Purchase of the Series 2022 Bonds involves a degree of risk. A prospective purchaser of the Series 2022 Bonds is advised to read this entire Official Statement, including the Appendices attached hereto, in its entirety, particularly the section entitled "BONDHOLDERS' RISKS" in this Official Statement, for a discussion of certain risk factors, which should be considered in connection with an investment in the Series 2022 Bonds.

Optional Redemption ..... The Series 2022A Bonds are subject to optional redemption, in whole or in part, by the Company on June 1, 2032* or any Business Day thereafter, at a redemption price equal to the principal amount of the Series 2022A Bonds to be redeemed plus accrued interest to the redemption date, without a premium. The Series 2022B Bonds are not subject to optional redemption. See "THE SERIES 2022 BONDS – Redemption of Series 2022 Bonds" in this Official Statement.

Mandatory and Extraordinary Redemption ..... The Series 2022 Bonds are subject to special mandatory redemption (i) in the event of a Determination of Taxability with respect to the Series 2022A Bonds, in whole, at a redemption price equal to the sum of the principal amount of the Series 2022 Bonds, plus accrued interest on the Series 2022 Bonds plus, for the Series 2022A Bonds, a premium, (ii) upon certain events of damage, destruction, or condemnation of the School Facilities, (iii) as a result of or upon changes in the Constitution of the State or of the United States or of legislative or administrative action that render the Loan Agreement unenforceable, at a redemption price equal to the principal amount of the Series 2022 Bonds plus accrued interest to the date of redemption. The Series 2022 Bonds are also subject to mandatory sinking fund redemption as set forth herein. See "THE SERIES 2022 BONDS – Redemption of Series 2022 Bonds" in this Official Statement.

Trustee and Paying Agent ..... U.S. Bank Trust Company, National Association in Saint Paul, Minnesota. See "THE TRUSTEE" in this Official Statement.

Form ..... The Series 2022 Bonds will be registered under a book-entry system in the name of The Depository Trust Company ("DTC") or its nominees. The Series 2022 Bonds will be issued in denominations of $5,000 or any integral multiples of $5,000 in excess thereof. See "THE SERIES 2022 BONDS" in this Official Statement.

Exchange and Transfer ..... While the Series 2022 Bonds remain in book-entry only form, transfer of ownership by Beneficial Owners may be made as described in "THE SERIES 2022 BONDS" and "APPENDIX I – BOOK-ENTRY ONLY SYSTEM" in this Official Statement.

Tax Status..... In the opinion of Taft Stettinius & Hollister LLP Minneapolis, Minnesota, as Bond Counsel to the Issuer, under existing laws, regulations, rulings, and decisions, and assuming compliance by the Issuer, the Charter School, and the Company with all requirements of the Internal Revenue Code of 1986, as amended, interest on the Series 2022A Bonds is not included in gross income of

the owners thereof for federal income tax purposes or, to the same extent, in taxable net income of individuals, estates or trusts for State income tax purposes, and is not an item of tax preference for purposes of the computation of federal alternative minimum tax imposed on individuals and the State alternative minimum tax applicable to individuals, estates, and trusts. Interest on the Series 2022A Bonds is subject to the State franchise tax measured by income and imposed on corporations and financial institutions. Interest on the Series 2022B Bonds is taxable as ordinary income for federal and State income tax purposes. No opinion will be expressed by Bond Counsel regarding other State or federal tax consequences caused by the receipt or accrual of interest on the Series 2022A Bonds or arising with respect to the ownership of the Series 2022A Bonds. See "TAX MATTERS" and "APPENDIX G – FORM OF BOND COUNSEL OPINION" in this Official Statement.

Continuing Disclosure Agreement ..... Pursuant to the requirements of Securities and Exchange Commission Rule 15c2-12 (17 CFR Part 240, § 240.15c2-12), the Company and the Charter School have agreed for the benefit of the Registered Owners and Beneficial Owners of the Series 2022 Bonds to provide certain financial information, other operating data and notices of material events. See "CONTINUING DISCLOSURE," and "APPENDIX H – FORM OF CONTINUING DISCLOSURE AGREEMENT" in this Official Statement.

Bond Rating ..... The Series 2022 Bonds will be rated by S&P Global Ratings. See "BONDHOLDERS' RISKS – Maintenance of Credit Rating" and "BOND RATING" in this Official Statement.

Delivery Information ..... The Series 2022 Bonds are offered when, as, and if issued by the Issuer and accepted by the Underwriter, subject to prior sale and the approving legal opinion of Bond Counsel and certain other conditions. It is expected that delivery of the Series 2022 Bonds will be made on or about [_____], 2022 through the facilities of DTC in New York, New York, against payment therefor.

Financial Statements ..... The Charter School's audited financial statements for the fiscal year ended June 30, 2021 are included in this Official Statement as APPENDIX D. These are the most recent audited financial statements available for the Charter School. The financial statements in APPENDIX D have been audited by Abdo, Minneapolis, Minnesota. See "AUDITED FINANCIAL STATEMENTS OF THE CHARTER SCHOOL" and "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE CHARTER SCHOOL FOR THE FISCAL YEAR ENDED JUNE 30, 2021" in this Official Statement.

The unaudited interim financial statements for the eleven-month period ended May 31, 2022 are included in this Official Statement as APPENDIX E. The unaudited interim financial statements contained in APPENDIX E have been prepared by the Charter School's finance manager, BerganKDV (the "Finance Manager") and have not been audited, reviewed or examined by any independent accounting firm. See "APPENDIX E – UNAUDITED INTERIM FINANCIAL STATEMENTS OF THE CHARTER SCHOOL FOR THE ELEVEN-MONTH PERIOD ENDED MAY 31, 2022" in this Official Statement.

Budget Projection ..... The Budget Projection (the "Budget Projection") attached hereto in APPENDIX C is a projection of the future financial performance of the Charter School based upon certain assumptions made by the Charter School and contained therein. No assurances can be given that the operations of the Charter School will equal or exceed the projected future financial performance set forth in the Budget Projection. The Budget Projection has not been updated to reflect pricing of the

Series 2022 Bonds. The Budget Projection is for the fiscal years of the Charter School ending June 30, 2022 through June 30, 20[__].

Additional Information ..... The summaries of or references to constitutional provisions, statutes, resolutions, agreements, contracts, financial statements, reports, publications and other documents or compilations of data or information set forth in this Official Statement do not purport to be complete statements of the provisions of the items summarized or referred to and are qualified in their entirety by the actual provisions of such items, copies of which are either publicly available or available upon request and the payment of a reasonable copying, mailing and handling charge from the Underwriter.

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OFFICIAL STATEMENT

CITY OF RAMSEY, MINNESOTA
CHARTER SCHOOL LEASE REVENUE REFUNDING BONDS
(PACT CHARTER SCHOOL PROJECT)
$[PAR-A]* SERIES 2022A
$[PAR-B]* TAXABLE SERIES 2022B

INTRODUCTORY STATEMENT

The following is a brief introduction as to certain matters discussed elsewhere in this Official Statement and is qualified in its entirety as to such matters by such discussion and the text of the actual documents described or referenced. Any capitalized term not required to be capitalized is used with the meaning assigned in APPENDIX F or in the Indenture or other document with respect to which the term is used. Definitions contained in the text hereof are for ease of reference only and are qualified in their entirety by the definitions in APPENDIX F or the documents with respect to which such terms relate. The Appendices hereto are an integral part of this Official Statement and each potential investor should review the Appendices in their entirety.

General

This Official Statement provides information regarding the Issuer's (i) Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022A (the "Series 2022A Bonds"), in the original aggregate principal amount of $[PAR-A]* and (ii) Taxable Charter School Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2022B (the "Series 2022B Bonds" and, together with the Series 2022A Bonds, the "Series 2022 Bonds"), in the original aggregate principal amount of $[PAR-B]*. The Series 2022 Bonds will be issued by the City of Ramsey, Minnesota (the "Issuer") pursuant to (i) a resolution of the governing body of the Issuer adopted on [July 12], 2022, and (ii) an Indenture of Trust, dated as of August 1, 2022 (the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, Saint Paul, Minnesota (the "Trustee"). The Issuer will loan the proceeds of the Series 2022 Bonds (the "Loan") to the Company pursuant to a Loan Agreement, dated as of August 1, 2022 (the "Loan Agreement"), between the Issuer and PCS Building Company (the "Company"), a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS" in this Official Statement.

Proceeds of the Series 2022 Bonds, along with other available funds of the Company, will be applied by the Company to: (i) refund the Issuer's outstanding Lease Revenue Refunding Bonds (PACT Charter School Project), Series 2013A (the "Series 2013 Bonds"), the proceeds of which were used to refinance the original acquisition, construction and equipping of an approximately 74,000 square foot school facility located at 7250 East Ramsey Parkway (the "Original School Facility") in the City of Ramsey, Minnesota (the "City"), which is currently leased to and operated by PACT Charter School, a Minnesota nonprofit corporation and 501(c)(3) organization (the "Charter School") as a public charter school for students in grades K through 12; (ii) refinance that certain Promissory Note dated June 30, 2020 (the "Prior Note") by the Company to Propel Nonprofits, the proceeds of which were used to finance certain improvements and renovations to the Original School Facility; (iii) finance certain improvements to the Original School Facility, which after renovation will be operated as a public charter school for grades K through 5 (the Original School Facility as improved, the "Elementary School Campus"); (iv) finance the acquisition of approximately 18 acres of vacant land and the construction and equipping of an approximately 115,000 square foot facility to be operated by the Charter School as a public charter school for grades 6 through 12

to be located at or about 7633 161st Avenue NW in the City (the "Upper School Campus" and, together with the Elementary School, the "School Facilities") (collectively, the "Series 2022 Project"); (v) fund a debt service reserve fund for the Series 2022 Bonds; (vi) fund capitalized interest on a portion of the Series 2022 Bonds; and (vii) pay the costs of issuance of the Series 2022 Bonds. See "SOURCES AND USES OF FUNDS" in this Official Statement. See "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL AND THE SERIES 2022 PROJECT" in this Official Statement.

Loan of Series 2022 Bond Proceeds

The Loan will be made by the Issuer to the Company pursuant to the Loan Agreement under which the Company will agree to make monthly payments ("Loan Repayments") which, if fully and promptly paid, will be sufficient to pay when due the scheduled principal of and interest on the Series 2022 Bonds. Proceeds of the Loan will be deposited in the funds and accounts established under the Indenture and will be used to finance the Series 2022 Project and related costs. Pursuant to the Indenture, the Issuer will pledge to the Trustee, for the benefit of the holders of the Series 2022 Bonds, all of its interest in the Loan Agreement (other than certain unassigned rights) to secure payment of the principal of, premium, if any, and interest on the Series 2022 Bonds. Pursuant to a Tax Certificate, dated the date of issuance of the Series 2022 Bonds (the "Tax Certificate"), by the Company and the Charter School and endorsed by the Issuer and a Tax Regulatory Agreement, dated the date of issuance of the Series 2022 Bonds (the "Tax Regulatory Agreement"), among the Company, the Charter School, and the Trustee, the Company and the Charter School will make certain representations and covenants related to maintaining the exclusion from gross income for federal income tax purposes of interest on the Series 2022A Bonds. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LOAN AGREEMENT" in this Official Statement.

Mortgage

Pursuant to a Mortgage, Security Agreement and Assignment of Rents, dated as of August 1, 2022 (the "Mortgage"), between the Company and the Trustee, the payment of the principal of, premium, if any, and interest on the Series 2022 Bonds will be secured by a mortgage lien on and security interest in the School Facilities, subject to certain "Permitted Encumbrances" described in the Mortgage. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE MORTGAGE" in this Official Statement.

Disbursing Agreement

The proceeds of the Series 2022 Bonds deposited in the 2022 Project Fund will be disbursed to pay the cost of the acquisition, renovation and equipping of the 2022 Project pursuant to the terms of the Disbursing Agreement, dated as of August 1, 2022 (the "Disbursing Agreement"), between the Company, the Charter School, the Trustee, and Land Title, Inc. ("Title Insurer"). The obligation of the Trustee to disburse funds to the Title Insurer for Project Costs under the Disbursing Agreement is subject to a number of conditions precedent, including a determination by the Trustee and the Title Insurer that amounts remaining in the 2022 Project Fund are sufficient to acquire and complete the construction of the 2022 Improvements. Pursuant to the Disbursing Agreement, the Title Insurer is obligated to collect lien waivers with respect to each disbursement of funds prior to approving the next disbursement.

Leases

[[LEASE(S) TO BE DISCUSSED/CONFIRMED BY BORROWER'S COUNSEL]] Pursuant to (i) a Lease Agreement, dated as of August 1, 2022 (the "Elementary School Lease"), the Company will lease the Elementary School Campus to the Charter School, and (ii) a Lease Agreement, dated as of August 1, 2022 (the "Upper School Lease" and, together with the Elementary School Lease, the "Leases"), the

Company will lease the Upper School Campus to the Charter School. The Charter School shall use the School Facilities for the charitable purpose of operating a public charter school in accordance with Minnesota Statutes, Chapter 124E. The term of each of the Leases is equal to the term of the Series 2022 Bonds. Payments due under the Leases shall be withdrawn by the Trustee from the Sweep Account (defined herein) for deposit in the Revenue Fund, and shall, in the aggregate, be equal to the amount necessary for the Company to pay semi-annual debt service on the Series 2022 Bonds and certain other fees and costs in connection with the Series 2022 Bonds.

Lease payments made by the Charter School shall be paid, in part, from building lease aid received by the Charter School from the State of Minnesota (the "State") pursuant to Minnesota Statutes, Section 124E.22, as amended. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LEASES" in this Official Statement.

Pledge Agreement and Account Control Agreement

As additional security on the Series 2022 Bonds, the Charter School will pledge certain of its revenues to the Trustee for payments on the Series 2022 Bonds as necessary, pursuant to a Pledge and Covenant Agreement, dated as of August 1, 2022 (the "Pledge Agreement"), from the Charter School to the Trustee. The Pledge Agreement also provides that in the event Building Lease Aid is insufficient to make lease payments under the Leases, general education funding from the State, and other State and federal pass-through education funding sources shall be applied to the payment of such insufficiency. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE INDENTURE" and "– THE PLEDGE AGREEMENT" in this Official Statement.

The Trustee and the Charter School will also enter into one or more Account Control Agreements, dated as of August 1, 2022 (collectively, the "Account Control Agreement"), between the Charter School, the Trustee, and [_____], as depository bank (and along with any successor depository bank, the "Depository Bank") relating to the Charter School's accounts held at the Depository Bank. Under the Pledge Agreement, the education revenues received by the Charter School from the State will be deposited into a Sweep Account, from which the Trustee shall withdraw the payments due from the Charter School under the Leases. The Pledge Agreement requires that all banking accounts of the Charter School be subject to the Account Control Agreement.

Reserve Fund

On the date of issuance of the Series 2022 Bonds, proceeds of the Series 2022 Bonds in an amount equal to the Reserve Fund Requirement ($_____*) will be deposited in the Reserve Fund created by the Indenture. Earnings on amounts in the Reserve Fund will be deposited therein so long as the balance therein is less than the Reserve Fund Requirement. Amounts in the Reserve Fund will secure the Series 2022 Bonds and may be used by the Trustee to pay principal of and interest on the Series 2022 Bonds in the event sums in the Bond Fund are insufficient for such purpose. See "SECURITY FOR THE SERIES 2022 BONDS – Reserve Fund" and "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE INDENTURE – The Reserve Fund" in this Official Statement.

Special Covenants of the Company and the Charter School

The Loan Agreement places certain restrictions on the incurrence of indebtedness by the Company and requires the Company to impose certain restrictions on the Charter School pursuant to the Leases or the Pledge Agreement. In particular, the Loan Agreement prohibits the Company from issuing any Additional Bonds or incurring additional Indebtedness (defined in APPENDIX F) unless the Company can satisfy certain covenants or obtain approval of the Majority Bondholder, an amendment to the Pledge Agreement and to the Mortgage providing coverage for such additional Indebtedness. See "APPENDIX F

– DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LOAN AGREEMENT – Additional Bonds and Additional Indebtedness" in this Official Statement.

The Company has also agreed in the Loan Agreement to cause the Charter School to make certain covenants in the Leases or Pledge Agreement, to (a) limit Additional Indebtedness, (b) provide certain periodic financial reports, (c) make all applications for applicable State and federal funds, (d) maintain certain debt service coverage requirements and unrestricted Cash on Hand in the amounts required by the Loan Agreement and Pledge Agreement, and (e) maintain a Capital Repair and Replacement Fund. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LOAN AGREEMENT – Covenants of the School" and " – THE LEASES" in this Official Statement.

Miscellaneous

This Official Statement (including the Appendices hereto) contains descriptions of, among other matters, the Indenture, the Loan Agreement, the Mortgage, the Leases, the Escrow Agreement, the Assignment of Lease, the Pledge Agreement, the Continuing Disclosure Agreement, the Issuer, the Company, the Charter School, the School Facilities, the Series 2022 Project, and the Series 2022 Bonds. Such descriptions and information do not purport to be comprehensive or definitive. All references to documents described herein are qualified in their entirety by reference to such documents, copies of which are available for inspection at the principal corporate trust office of the Trustee.

Bondholders' Risks

Certain risks associated with an investment in the Series 2022 Bonds are discussed under "BONDHOLDERS' RISKS" in this Official Statement.

THE ISSUER

The Issuer is a municipal corporation and a political subdivision of the State of Minnesota, duly organized and existing under the laws and Constitution of the State of Minnesota. Pursuant to Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"). The Issuer is not pledging its revenue, credit, or taxing power to the Series 2022 Bonds. The Issuer does not and will not in the future monitor the financial condition of the Company or the Charter School, the operation of the School Facilities, or otherwise monitor payment of the Series 2022 Bonds or compliance with the documents relating thereto. The responsibility for the operation of the School Facilities will rest entirely with the Company and the Charter School.

The Series 2022 Bonds are special, limited obligations of the Issuer. No recourse by any holder of the Series 2022 Bonds (the "Bondholder") will be had for the payment of the principal of, premium, if any, or interest on any of the Series 2022 Bonds or for any claim based thereon or upon any obligation, covenant, or agreement in the Indenture or the Loan Agreement, against any past, present, or future officer, member, counsel, advisor or agent of the Issuer or any successor thereto, as such, directly or through the Issuer or any successor thereto, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, member, counsel, advisor or agent as such has been expressly waived as a condition of and in consideration of the execution of the Indenture, the Loan Agreement and the issuance of the Series 2022 Bonds. *The Series 2022 Bonds do not constitute a debt, moral obligation, liability or loan of credit or a pledge of the full faith and credit or taxing powers of the Issuer, the State or any political subdivision thereof.*

No information regarding the Issuer will be provided in respect of any continuing disclosure requirement relating to the Series 2022 Bonds. The Issuer has not assumed responsibility for any

information in this Official Statement, except for the information under this caption and the caption "ABSENCE OF LITIGATION – Issuer."

THE COMPANY

The Company is a Minnesota nonprofit corporation and an organization exempt from federal income taxation pursuant to Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code. The Company is the owner of the Original School Facility leased to the Charter School, and will be the owner of the School Facilities to be leased to the Charter School upon completion of the Series 2022 Project. Additional information about the Company is located in "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT" in this Official Statement.

THE CHARTER SCHOOL

The Charter School is a Minnesota nonprofit corporation and an organization exempt from federal income taxation pursuant to Section 501(a) of the Code as a result of the application of Section 501(c)(3) of the Code. The Company leases the Original School Facility to the Charter School and will lease the School Facilities to the Charter School upon completion of the Series 2022 Project. The Charter School educates students in kindergarten through grade twelve, as authorized by the Charter Agreement (defined below). The Charter School has operated continuously since the 1994-1995 school year.

The Charter School is a public charter school operating under applicable laws of the State. Under the provisions of Minnesota Statutes, Chapter 124E, as amended (the "Charter School Act"), an organization may be approved by the State to authorize one or more charter schools. The authorization for a charter school must be in the form of a written contract between the authorizer and the charter school for a term not exceeding five years and which must contain a description of the charter school program, the specific outcomes that the charter school pupils are expected to achieve, admission policies and procedures, management and administration of the charter school, requirements and procedures for program and financial audits, insurance coverage, and certain additional information required by law. The Charter School has executed a contract (the "Charter Agreement"), with Bethel University (the "Authorizer"), in conformity with the Charter School Act. The Authorizer and the Charter School have entered into a Charter Agreement as of July 1, 2020, for a three-year term, expiring on June 30, 2023. **[[TO BE CONFIRMED BY BORROWER AND UPON RECEIPT AND REVIEW OF VOA APPROVAL:** The Charter School is currently in the process of transferring to a new authorizer as the Authorizer has submitted a withdrawal letter which will be effective June 30, 2023. The new authorizer will be Volunteers of America which will begin oversight of the Charter School in July, 2022. Business will run as usual under the Authorizer until the transfer is completed by June 30, 2023.**]]**

The Charter School receives its funding from a combination of (a) State aid such as: General Education Aid (which coincides with enrollment), compensatory aid and Building Lease Aid (which coincides with enrollment); and (b) federal programs administrated by the State including Title I, Part A of the No Child Left Behind Elementary and Secondary Education Act (NCLB/ESEA), Improving Basic Program, Title II, Part A of the NCLB/ESEA, Teacher/Principal Training and Recruitment, and Title V, Part A – Regular Innovative Programs. Additional information about the Charter School is located in "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT" in this Official Statement. See also "CHARTER SCHOOL FUNDING IN MINNESOTA – State Payments" and "APPENDIX B – MINNESOTA LAWS RELATING TO CHARTER SCHOOLS" in this Official Statement for further information regarding State funding of charter schools.

THE SERIES 2022 PROJECT

The Series 2022 Project consists of (i) refunding of the Series 2013 Bonds; (ii) refunding of the Prior Note; (iii) financing certain improvements to the Original School Facility, which after renovation will be operated as the Elementary School Campus for grades K through 5; (iv) financing the acquisition, construction and equipping of the Upper School Campus for grades 6 through 12; (v) funding a debt service reserve fund for the Series 2022 Bonds; (vi) funding capitalized interest on a portion of the Series 2022 Bonds; and (vii) payinf the costs of issuance of the Series 2022 Bonds. See "SOURCES AND USES OF FUNDS" and "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT – THE SCHOOL FACILITIES AND THE SERIES 2022 PROJECT" in this Official Statement.

Plan of Refunding

A portion of the proceeds of the Series 2022A Bonds, together with other moneys held by Wells Fargo Bank, National Association in Minneapolis, Minnesota (the "Prior Trustee"), under that certain Indenture of Trust dated as of November 1, 2013 (the "2013 Indenture") between the Issuer and the Prior Trustee, will be used by the Company to refund the Series 2013 Bonds. See " – Refunding Fund" below in this Official Statement.

The Series 2013 Bonds to be refunded with proceeds of the Series 2022A Bonds and additional funds held by the prior trustee for the Series 2013 Bonds on [_____], 2022 (the "Redemption Date"), are described in more detail below:

Maturity Date (December 1)	Interest Rate	Principal Amount to be Refunded	Redemption Date	Redemption Price	CUSIP (75181P)
2023	5.00%	$ 915,000	_____, 2022	100%	AM9
2026	5.00	1,545,000	_____, 2022	100	AN7
2033	5.50	5,715,000	_____, 2022	100	AP2

Prior Note. On the date of issuance of the Series 2022 Bonds, a portion of the Series 2022A Bonds will be used to prepay the Prior Note issued by Propel Nonprofits in the original aggregate principal amount of $526,870, and currently outstanding in the amount of $[8,600,000].

Refunding Fund

On the date of issuance of the Series 2022A Bonds, a portion of the proceeds of the Series 2022A Bonds will be deposited in the Refunding Fund created under the Indenture and held by the Trustee. Amounts on deposit in the Refunding Fund will be used, along with other funds held by the prior trustee for the Series 2013 Bonds, to pay the outstanding principal of, interest, and premium, if any, on the Series 2013 Bonds on the Redemption Date. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE INDENTURE – Refunding Fund" in this Official Statement.

Upper School Campus Land Acquisition

[[TO BE UPDATED UPON RECEIPT AND REVIEW OF PSA]][Pursuant to a[n Agreement of Purchase and Sale], dated [_____, 20__] (together with any other supplements and amendments, the "Purchase Agreement"), by and between [_____], as seller (the "Seller") and the Company, as buyer, the Company will use portion of the proceeds of the Series 2022 Bonds to purchase the approximately 18 acres of vacant land located at or about 7633 161st Avenue NW in the City (the "Land"), for a purchase price of $[_____]. The Seller is unrelated to the Company and the Charter School and any of their employees

or officers and the sale is an arm's length transaction. See "SOURCES AND USES OF FUNDS" and "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT – THE SCHOOL FACILITIES AND THE SERIES 2022 PROJECT" in this Official Statement.

Upper School Campus Construction

[[TO BE UPDATED UPON RECEIPT AND REVIEW OF DRAFT CONSTRUCTION CONTRACT]][The Upper School Campus will be constructed by [_____] (the "Contractor"), based in [_____], Minnesota. The Contractor was founded in [____] and has over [__] years of experience in providing pre-construction planning, construction management and general contracting services to community, healthcare, corporate, and multifamily clients throughout the State. The Company has entered into two Standard Form of Agreement Between Owner and Contractor for Labor (the "Labor Agreement") with the Contractor and a separate materials agreement (the "Materials Agreement"), between the Company and the Contractor. The Labor Agreement and the Materials Agreement are collectively referred to as the "Construction Contract." Subject to additions and deductions authorized by the Company pursuant to the Construction Contract, the guaranteed maximum price is estimated not to exceed $[_____]* for labor and materials in connection with the construction of the Upper School Campus. The Company anticipates purchasing the payment and performance bond for the construction of the Upper School Campus and the funds for such bonds are included in the Company's budget for the Upper School Campus. The Construction Contract provides that the Contractor will achieve substantial completion of the Upper School Campus no later than 365 days from the date of commencement of construction (estimated to be completed by August 2023) and does not require liquidated damages in case of late delivery of the Upper School Campus. The Construction Contract provides that if the Contractor is delayed in starting the work by circumstances outside its control, the Company, the Charter School, [_____] (the "Architect"), and the Contractor will coordinate a completion plan for the building that will satisfy the City of Ramsey for issuance of a temporary certificate of occupancy for the beginning of the Fall 2023 school year. The Labor Contract and the Materials Contract each require the Contractor to provide a payment and performance bond equal to 100% of the guaranteed maximum price of each contract.]

The construction of the Upper School Campus is expected to begin in [August] 2022 and be completed by August 2023 prior to the scheduled start of the 2023-2024 school year in September 2023. See "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT – THE SCHOOL FACILITIES AND THE SERIES 2022 PROJECT" in this Official Statement.

Elementary School Campus Renovations

A portion of the proceeds of the Series 2022 Bonds will be used to finance certain interior renovations to the Original School Facility to equip the Original School Facility to transition from serving grades kindergarten to twelve to serving grades kindergarten through five (the "Elementary School Renovations"). The Original School Facility, as improved by the Elementary School Renovations is referred to herein as the "Elementary School Campus". **[[TO BE UPDATED]]**[Elementary School Renovations will be completed by [_____] pursuant to a [___ Agreement] dated as of [_____, 20__]. The construction of the Elementary School Renovations is expected to begin in [_____ 20__] and be completed by [_____ 20__] prior to the scheduled start of the 2023-2024 school year.] See "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT – THE SCHOOL FACILITIES AND THE SERIES 2022 PROJECT" in this Official Statement.

The Owner's Representative and Development Consultant

The Company has engaged JB Vang Partners, Inc. of St. Paul, Minnesota ("JBVP"), to serve as the owner's representative and development consultant in connection with the construction of the Series 2022

Project pursuant to the Development Management Services Agreement (the "Development Management Agreement"). Pursuant to the Development Management Agreement, JBVP will assist the Company with completion of the Series 2022 Project, including monitoring the project budget and schedule throughout construction. JBVP has experience managing the development process for commercial and nonprofit real estate projects ranging from small retail to charter schools to church buildings, including charter schools in Brooklyn Park, Elk River, Cologne, Brooklyn Center, Forest Lake, Prior Lake, Minneapolis and Saint Paul, Minnesota. See "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT –[_____]– The Owner's Representative and Development Consultant" in this Official Statement.

SOURCES AND USES OF FUNDS

Sources and Uses of Funds. Following are the expected sources and uses for funds (excluding investment income) associated with the Series 2022 Bonds:

Sources of Funds:*	
Series 2022A Par Amount	
Series 2022B Par Amount	
[Net] Original Issue [Premium/Discount]	
Total Sources of Funds	
Uses of Funds:*	
Deposit to Construction Fund	
Deposit to Reserve Fund	
Deposit to Refunding Fund	
Costs of Issuance and Real Estate Costs[(1)]	
Total Uses of Funds	

[(1)]*Includes costs payable upon, and in connection with, the issuance of the Series 2022 Bonds, including but not limited to Underwriter's compensation, legal fees and expenses, printing, Rating Agency fees, Trustee fees, Issuer fees and accountant fees.*

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ESTIMATED DEBT SERVICE SCHEDULE

The table below sets forth the amounts required to be paid with respect to the Series 2022 Bonds, assuming no prepayments. All amounts shown in the table below are gross debt service prior to the application of any earnings on amounts deposited in the Reserve Fund and the other funds and accounts established under the Indenture. Interest on the Series 2022 Bonds will be paid on June 1 and December 1 of each year, commencing December 1, 2022*. Principal of the Series 2022 Bonds will be paid on June 1 of each year, commencing (a) June 1, 20__* for the Series 2022A Bonds and (b) June 1, 20__* for the Series 2022B Bonds.

	Series 2022A Bonds		Series 2022B Bonds		
Year Ending (June 1)	**Principal Amount***	**Interest Amount**	**Principal Amount***	**Interest Amount**	**Total Debt Service**
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
2052					
2053					
2054					
2055					
2056					
2057[(1)]					
Totals					

(1) *Does not include application of the amount on deposit in the Reserve Fund to the final payment of principal due on the Series 2022A Bonds*

**Preliminary, subject to change.*

THE SERIES 2022 BONDS

Interest; Maturity; Payment

The Series 2022A Bonds will be issued in the original aggregate principal amount of $[PAR-A]* and the Series 2022B Bonds will be issued in the original aggregate principal amount of $[PAR-B]*. The Series 2022 Bonds will bear interest as set forth on the inside front cover page hereof. Interest will be payable semiannually on June 1 and December 1 (each an "Interest Payment Date") of each year, commencing on December 1, 2022*. Interest will be calculated on the basis of a 360-day year with twelve (12) months of thirty (30) days.

The Series 2022 Bonds will be issued in the form of fully registered bonds without interest coupons in the denomination of $5,000 or any integral multiple of $5,000 in excess thereof.

The principal of, interest on, and premium, if any, on the Series 2022 Bonds shall be payable when due by wire of the Trustee to The Depository Trust Company, New York, New York ("DTC"), which will in turn remit such principal, interest and premium, if any, to Participants (as defined below), which Participants will in turn remit such principal, interest and premium, if any, to the Significant Bondholder (described below) of the Series 2022 Bonds as described herein. See "APPENDIX I – BOOK-ENTRY ONLY SYSTEM" in this Official Statement.

In the event the Series 2022 Bonds are not registered in the name of Cede & Co., as nominee of DTC, or another eligible depository as described below, the principal of, interest on, and premium, if any, on each Series 2022 Bond will be payable only at the corporate trust operations center of the Trustee in Minneapolis, Minnesota, as described in the Indenture. Payment of interest on the Series 2022 Bonds will be paid by check or draft mailed on each Interest Payment Date by the Trustee to the Registered Owners of record appearing on the registration books kept by the Trustee as of the applicable Regular Record Date preceding each Interest Payment Date, or upon request, as provided in the Indenture, of any Significant Owner (an owner of at least $1,000,000 in aggregate principal amount of Series 2022 Bonds), by electronic wire transfer on each Interest Payment Date to the account designated by such Registered Owner to the Trustee in writing on or before the Regular Record Date for any interest payment.

The Registered Owner of any Series 2022 Bond will be the person or persons in whose name or names a bond is registered on the registration books kept for that purpose by the Trustee in accordance with the terms of the Indenture.

Redemption of Series 2022 Bonds

Optional Redemption. The Series 2022A Bonds are subject to redemption by the Issuer, at the option of the Company, on June 1, 2032* and any Business Day thereafter, in whole or in part on any date, at the redemption price equal to the principal amount to be redeemed plus accrued interest to the date of redemption.

The Series 2022A Bonds shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. If only a portion of the Series 2022A Bonds are redeemed, such Series 2022A Bonds to be redeemed will be selected from maturities designated by the Company. If less than all of one maturity is to be redeemed, the Series 2022A Bonds of such maturity will be selected randomly in such manner determined by the Trustee.

The Series 2022B Bonds are not subject to optional redemption prior to maturity.

Mandatory Sinking Fund Redemption.

Series 2022A Bonds. The Series 2022A Bonds are subject to mandatory sinking fund redemption prior to maturity, and are to be redeemed randomly by lot or in such other manner as the Trustee may determine, at 100% of the principal amount thereof plus accrued interest to the date of redemption, on the following dates and in the following principal amounts:

$_____ Series 2022A Bonds Maturing June 1, 2042*

Payment Date (June 1)	Principal Amount	Payment Date (June 1)	Principal Amount
2033		2038	
2034		2039	
2035		2040	
2036		2041	
2037		2042[(1)]	

[(1)] *Stated Maturity.*

$_____ Series 2022A Bonds Maturing June 1, 2052*

Payment Date (June 1)	Principal Amount	Payment Date (June 1)	Principal Amount
2043		2048	
2044		2049	
2045		2050	
2046		2051	
2047		2052[(1)]	

[(1)] *Stated Maturity.*

$_____* Series 2022A Bonds Maturing June 1, 2057*

Payment Date (June 1)	Principal Amount	Payment Date (June 1)	Principal Amount
2053		2056	
2054		2057[(1)]	
2055			

[(1)] *Stated Maturity.*

Series 2022B Bonds. The Series 2022B Bonds are subject to mandatory sinking fund redemption prior to maturity, and are to be redeemed randomly or in such other manner as the Trustee may determine,

at 100% of the principal amount thereof plus accrued interest to the date of redemption, on the following dates and in the following principal amounts:

$_____* Series 2022B Bonds Maturing June 1, 2026*

Payment Date (June 1)	Principal Amount
2025	
2026[(1)]	

[(1)] Stated Maturity.

At the option of the Company, to be exercised by delivery of a written certificate to the Trustee (which may be by Electronic Means in accordance with the Indenture) not less than forty-five (45) days next preceeding any sinking fund redemption date, the Company may (i) deliver to the Trustee for cancellation such Series 2022 Bonds in an aggregate principal amount desired by the Company, or (ii) specify a principal amount of Bonds which, prior to said date, have been redeemed (otherwise than through mandatory redemption) and canceled by the Trustee and not theretofore applied as a credit against any sinking fund redemption obligation. Each such Bond so delivered or previously redeemed shall be credited by the Trustee at one hundred percent (100%) of the principal amount against the obligation of the Issuer on such mandatory sinking fund redemption date, and any excess shall be so credited against future sinking fund redemption obligations on such Bonds in chronological order. In the event the Company shall avail itself of the provisions of clause (i) of the first sentence of this paragraph, the certificate required by the first sentence of this paragraph shall be accompanied by the Bonds to be canceled.

Extraordinary Redemption. The Series 2022 Bonds are subject to redemption at any time upon the occurrence of any of the following events: (i) the School Facilities or any portion thereof, is damaged or destroyed or taken in a condemnation proceeding and the Company elects to apply Net Proceeds to redemption of all or a portion of the Series 2022 Bonds; (ii) any of the events described below under the heading "Option to Redeem Bonds Upon Occurrence of Certain Events" have occurred and upon the Company's exercising its option to prepay the Loan; or (iii) upon acceleration because of an Event of Default; or (iv) in the event of a Determination of Taxability. If called for redemption at any time pursuant to clause (i), clause (ii), or clause (iii) above, the Series 2022 Bonds shall be subject to redemption by the Issuer prior to maturity at any time in whole or (in the case of redemption pursuant to Section (b) below, in part), in such manner as the Company may direct, less than all of such Bonds of a single maturity to be selected randomly in such manner as the Trustee may determine, such redemption to be at a redemption price of one hundred percent (100%) of the principal amount thereof plus accrued interest to the redemption date.

Option to Redeem Bonds Upon Occurrence of Certain Events.

(a) If, at any time, the School Facilities shall have been damaged or destroyed (i) to such extent that it cannot be reasonably restored within a period of six (6) months to substantially the condition thereof immediately preceding such damage or destruction, (ii) to such extent that the Company or the Charter School is thereby prevented, in the Company's judgment, from carrying on its normal operations at the School Facilities for a period of six (6) months or more, or (iii) to such extent that the cost of restoration thereof would exceed the Net Proceeds of insurance required to be carried thereon pursuant to the requirements of the Loan Agreement.

(b) If, at any time, title to, or the temporary use for a period of six (6) months or more of all or substantially all of the School Facilities, or such part thereof as shall materially interfere in the Company's

judgment, with the operation of the School Facilities for the purpose for which the School Facilities were designed, shall have been taken under the exercise of the power of eminent domain or be effectively taken through the exercise of police or other similar power by any governmental body or by any person, firm or corporation acting under governmental authority (including such a taking or takings as results in the Company or the Charter School being thereby prevented from carrying on its normal operations at the School Facilities for a period of six (6) months or more).

(c) If, at any time, as a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Company in good faith, the Loan Agreement shall have become void or unenforceable or impossible to perform in accordance with the intent and purposes of the parties as expressed in the Loan Agreement.

To exercise its options under (a), (b), or (c) above, the Company must, within sixty (60) days following the event authorizing or requiring such redemption, give notice to the Issuer and the Trustee, specifying a redemption date not less than fifty (50) days nor more than ninety (90) days from the date such notice is mailed.

Mandatory Redemption upon Determination of Taxability. All Series 2022 Bonds are subject to mandatory redemption in whole, at their principal amount, plus accrued interest, plus for the Series 2022A Bonds, a 3% premium, upon the occurrence of a Determination of Taxability (as defined in APPENDIX F), with respect to the Series 2022A Bonds, on a redemption date not later than thirty (30) days following the finalization of such Determination of Taxability.

Acceleration. Upon an Event of Default under the Indenture, all Series 2022 Bonds are subject to acceleration and prepayment on any date selected by the Trustee at their principal amount, plus accrued interest, without premium.

Notice of Redemption; Payment

The Trustee is required to cause notice of redemption to be mailed to the then owner of each Series 2022 Bond to be redeemed, by first class mail at least [thirty (30)] days and note more than forty-five (45) days prior to the redemption date (or such shorter time as may be agreed upon by the Trustee). Failure to mail or any defect in any such notice shall not affect the validity of any proceedings for the redemption of any Series 2022 Bond not affected by such failure or defect. Interest on any Series 2022 Bonds or portions thereof called for redemption ceases to accrue on the date established for redemption.

In the case of an optional redemption under the Indenture, the notice may state (a) that it is conditioned upon the deposit of money, in an amount equal to the redemption price of the Series 2022 Bonds to be redeemed and prepaid, with the Trustee on or before the redemption date or (b) that the Company retains the right to rescind such notice on or prior to the scheduled redemption date (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such money is not so deposited or if the notice is rescinded as hereinafter described. On or before the redemption date, funds sufficient to redeem such Series 2022 Bonds, including accrued interest thereon to the redemption date, shall be deposited with the Trustee. The Series 2022 Bonds thus called shall not, on or after the specified redemption date, bear any interest and, except for the purpose of payment, shall not be entitled to the lien of the Indenture. Any Conditional Redemption may be rescinded in whole, not in part, at any time on or before the redemption date if the Company delivers a certificate of the Company to the Issuer and the Trustee at least five (5) days prior to the redemption date instructing the Trustee to rescind the redemption notice. A certificate of the Company delivered by the Company to the Issuer and the Trustee less than five (5) days prior to the redemption date will have no force and effect and will not rescind any

Conditional Redemption. The Trustee shall give prompt notice of any properly tendered notice of rescission to the affected Bondholders. Any Series 2022 Bonds subject to Conditional Redemption where redemption has been rescinded within the timeframe provided above shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a Conditional Redemption, the failure of the Company to make available funds sufficient to redeem all of the Series 2022 Bonds so called for redemption on or before the redemption date shall not constitute an Event of Default, and the Trustee shall give immediate notice to the Depository or the affected Bondholders that the redemption did not occur and that the Series 2022 Bonds called for redemption remain Outstanding. Any extraordinary costs incurred by the Trustee in connection with a rescission of a redemption shall be paid by the Company

SECURITY FOR THE SERIES 2022 BONDS

Special, Limited Obligations

THE SERIES 2022 BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER AND WILL NOT CONSTITUTE A DEBT, LIABILITY, GENERAL OBLIGATION OR PLEDGE OF THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE SERIES 2022 BONDS DOES NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE ISSUER OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO PAY THE SERIES 2022 BONDS FROM TAXES OR TO ANY APPROPRIATION THEREFOR. NO BONDHOLDER WILL HAVE THE RIGHT TO DEMAND PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2022 BONDS OUT OF ANY FUNDS OR FROM ANY SOURCES OF REVENUE OTHER THAN THOSE EXPRESSLY PLEDGED TO THE PAYMENT OF THE SERIES 2022 BONDS PURSUANT TO THE INDENTURE.

Payments under the Loan Agreement; Assignment of Loan Agreement

Monthly Loan Repayments from the Company are required under the Loan Agreement to be paid directly to the Trustee in amounts that will be sufficient, if paid promptly and in full, to pay when due all principal of and interest on the Series 2022 Bonds. Under the Indenture, the Issuer has pledged its interest in the Loan Agreement (including the payments payable thereunder to the Issuer by the Company, but excluding certain rights of the Issuer to payment of fees, expenses and indemnification) to the Trustee to secure the Series 2022 Bonds. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LOAN AGREEMENT" in this Official Statement. The Trustee is authorized to exercise the rights of the Issuer and enforce the obligations of the Company under the Loan Agreement. Payments are due from the Company on a full-recourse basis.

Reserve Fund

On the date of issuance of the Series 2022 Bonds, proceeds of the Series 2022 Bonds in an amount equal to the Reserve Fund Requirement (initially $[_____]*), will be deposited in the Reserve Fund created under the Indenture and held by the Trustee. Thereafter, unless needed to maintain the amount in the Reserve Fund at the Reserve Fund Requirement, investment income on amounts in the Reserve Fund will be deposited in the Bond Fund.

Amounts in the Reserve Fund may be used by the Trustee to pay principal of, premium, if any, and interest on the Series 2022 Bonds in the event sums in the Bond Fund are insufficient for such purpose (if directed by the Majority Bondholder). Up to $[_____]* of the amount in the Reserve Fund, plus any interest earned thereon, is available for payment of the Series 2022B Bonds. Proceeds of the Series 2022A Bonds in the amount of $[_____]* shall be available to pay debt service on the Series 2022A Bonds in

the event of a deficiency for the payment thereof in the Bond Fund. Amounts in the Reserve Fund are valued semi-annually as provided in the Indenture. In accordance with the Loan Agreement, the Company is required to cure any deficiency in the Reserve Fund within thirty (30) days after written notice from the Trustee if the deficiency is determined as a result of a determination of its Value; or (ii) if the deficiency is the result of a withdrawal for transfer to the Bond Fund or the Rebate Fund, within ninety (90) days of such withdrawal. Amounts in the Reserve Fund may be invested in Permitted Investments.

Mortgage

Under the Mortgage, the Company will grant to the Trustee a mortgage lien on and security interest in the School Facilities, subject to certain Permitted Encumbrances as described in the Mortgage. Under the Mortgage, the Company also will grant a security interest in all leases and rents with respect to the School Facilities. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE MORTGAGE" in this Official Statement.

Subordination, Non-Disturbance, and Attornment Agreement

In connection with the issuance of the Series 2022 Bonds, the Trustee, the Company, and the Charter School will enter into a Subordination, Non-Disturbance, and Attornment Agreement, dated as of August 1, 2022 (the "SNDA"). Pursuant to the SNDA, the Trustee, the Company and the Charter School agree, among other items, that (i) the lien of the Mortgage is at all times superior to the rights of the Charter School under the Leases, (ii) the Trustee and the Company will not disturb the Charter School and its use of the School Facilities under the terms of the Leases (even during a foreclosure event) unless the Charter School is in default under the Leases, (iii) if a transfer of the School Facilities occurs, then the purchaser/transferee taking possession of the School Facilities will attorn to the rights of the Charter School under the terms of the Leases (for the balance of the Lease term), and (iv) the Charter School will not take any action to assign, cancel, or terminate the Charter School's obligations under the Leases and the Pledge Agreement, except as expressly permitted.

Leases

Payments under the Leases will be in amounts sufficient to pay debt service on the Series 2022 Bonds. Pursuant to the Mortgage, the Company will assign its interest in the Leases to the Trustee as additional security for the Series 2022 Bonds. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LEASES" in this Official Statement.

Pledge Agreement

Under the Pledge Agreement, the Charter School will grant to the Trustee a security interest in certain revenues and assets of the Charter School, including the Pledged Revenues, as security for the Lease Payments which are used to pay the Series 2022 Bonds. "Pledged Revenues" is defined in the Pledge Agreement as the sum of the following: (1) all Gross Revenues less Current Operating Expenses (as defined in the Indenture); plus (2) all of the Charter School's Building Lease Aid; plus (3) all of the Charter School's contributions, grants, gifts, bequests, and devises that are not restricted by the donor as a condition to making contributions, grants, gifts, bequests, and devises in a manner that prevents application to the payment of any amounts payable under the Lease; plus (4) all proceeds of any insurance, indemnity, warranty or guaranty payable to the Charter School from time to time with respect to any of the foregoing, plus (5) all proceeds and products of each of the foregoing.

The Charter School will further agree in the Pledge Agreement to establish and maintain a depository account (the "Sweep Account") at the Depository Bank or another FDIC insured banking institution into which there shall be deposited Gross Revenues (as defined in the Pledge Agreement) and

all Building Lease Aid provided to the Charter School from the Minnesota Department of Education ("MDE"). "Gross Revenues" is defined in the Pledge Agreement as all of the Charter School's (a) income, revenues, funds, money or grants from any funding sources including funding from the State, including but not limited to (i) general education revenue, (ii) transportation revenue, (iii) special education revenue, (iv) compensatory aid, and (v) other state funding or state distributions of federal Title I, Title II, Title III and Title IV funds (including any replacement for the categories described in (i)-(v)), other than Building Lease Aid.

Under the terms of the Pledge Agreement, the Charter School has agreed to allow the Trustee to monthly automatically transfer (as assignee of the Company) an amount from the Sweep Account equal to all amounts then-due and payable by the Charter School pursuant to the Lease. Each Lease Payment from the Charter School is structured to include an amount sufficient to pay the principal and interest on the Series 2022 Bonds. In the event that any amount transferred is insufficient to pay the amounts due under the Lease, the amount of any such insufficiency will be transferred to the Trustee from amounts available in the Sweep Account. After the amounts due under the Lease in any month have been fully paid to the Trustee, any amounts in the Sweep Account are available to the Charter School for any authorized purpose. In the event the Charter School moves its depository account to a new depository bank other than the Depository Bank, the new depository bank is required to enter into any account control agreement substantially in the same form as the Account Control Agreement attached to the Pledge Agreement. The Pledge Agreement also requires that all bank accounts of the Charter School be subject to the Account Control Agreement. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE PLEDGE AGREEMENT" in this Official Statement.

The Charter School covenants in the Pledge Agreement to cause all Uniform Commercial Code ("UCC") financing statements related to the Pledge Agreement and all supplements thereto as well as the Lease and other instruments as may be required or recommended from time to time by the Charter School's counsel, by Bond Counsel or by the Trustee (acting at the advice of counsel) to be kept, to be recorded and filed in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security interests of the beneficial owners of the Series 2022 Bonds and the rights of the Trustee under the Pledge Agreement, the Indenture and the Loan Agreement and, upon advice of counsel, to take or cause to be taken any and all other action necessary to perfect the security interests created by the Pledge Agreement and the other School Documents, all at the expense of the Charter School.

Intercreditor Agreement

[[TO BE UPDATED AS NEEDED UPON REVIEW OF LOC DOCUMENTS, IF ANY. BORROWER TO CONFIRM AND PROVIDE LOC DOCUMENTS, IF APPLICABLE]] **[**The Charter School has previously entered into a line of credit agreement with [_____] (the "Depository Bank") for a line of credit in the current amount of up to $[_____] (such loan, as the same may be amended, extended, supplemented or restated from time to time, the "Line of Credit"). The Line of Credit bears interest at a [variable] rate, with an initial rate of [____]%. The Line of Credit will mature periodically and is anticipated to be renewed each time by the Charter School. The Charter School and the Depository Bank anticipate that the Charter School will continue to renew the Line of Credit with the Depository Bank in the future. The Charter School does not anticipate increasing the Line of Credit amount at its next renewal, but there is no guarantee that the Depository Bank or another lender will agree to grant any increase or agree to the same terms as currently contemplated. Any future increase in the amount of the Line of Credit must comply with the provisions of the Pledge Agreement regarding Short-Term Indebtedness.]

The Intercreditor Agreement, dated as of August 1, 2022 (the "Intercreditor Agreement"), by and between the Depository Bank, the Trustee, and the Charter School establishes the priority of security interests granted by the Charter School in favor of the Depository Bank and the Trustee in the event of a

default under the Indenture. Pursuant to the Intercreditor Agreement, the Depository Bank's interest in any funding sources (other than the General Education Funding) or assets of the Charter School is subordinated to the interest of the Bondholders. See "SECURITY FOR THE SERIES 2022 BONDS" and "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL AND THE SERIES 2022 PROJECT – BUDGET; ACCOUNTING; DEBT; FUNDRAISING" in this Official Statement.

Additional Bonds

Pursuant to the Indenture, the Issuer or another municipality authorized by the Act (the "Alternate Issuer"), at the request of the Company, is authorized to issue Additional Bonds secured and payable on a parity basis with the Series 2022 Bonds provided that, prior to the issuance of any such Additional Bonds, the following terms and conditions have been met:

(a) the Trustee has received a copy, duly certified on behalf of the Issuer or the Alternate Issuer, of the resolution adopted by the Issuer or the Alternate Issuer authorizing the issuance of such Additional Bonds and the execution and delivery of (i) a supplemental indenture, supplementing and amending the Indenture, which supplemental indenture will not require the approval of any Registered Owner of the Series 2022 Bonds, providing the date, interest rates and maturities of such Additional Bonds, options and requirements for redemption prior to maturity with respect to such Additional Bonds, deposit of proceeds to the various funds and accounts, and such other terms as may be required by reason of the foregoing and which adopts the applicable provisions of the Indenture, (ii) an amendment supplementing and amending the Loan Agreement, (iii) an amendment supplementing and amending the Mortgage, (iv) an amendment to the Lease and each the Indenture, the Loan Agreement, the Bond Purchase Agreement, the Leases, the Mortgage, the Assignment of Lease, the Intercreditor Agreement, the Account Control Agreement, the Disbursing Agreement, the Collateral Assignment, the SNDA, the Pledge Agreement, the Continuing Disclosure Agreement, and the Tax Certificate, as applicable or a new lease pursuant to which the Charter School is obligated to make additional Lease Payments sufficient to pay the principal and interest due with respect to such Additional Bonds and any related costs or expenses, and (v) such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of such Additional Bonds;

(b) the Trustee has either (1) received (i) an opinion, report, or certificate of an Independent Accountant or Independent Consultant (such as the Charter School's Independent third party business manager) selected by the Charter School to the effect that the Charter School's Net Income Available for Debt Service for the Fiscal Year immediately preceding the date on which such Additional Bonds are to be issued for which audited financial statements are available, totals at least 120% of maximum Principal and Interest Requirements on existing Long-Term Indebtedness of the Charter School (excluding such requirements for the proposed Additional Bonds, but including such requirements for any Indebtedness of the School to be refinanced thereby) payable in any Fiscal Year, and (ii) a certificate of the person designated to act on behalf of the Charter School (the "Charter School Representative"), verified by an Independent Accountant or Independent Consultant (such as the Charter School's Independent third party business manager) selected by the Company, to the effect that Net Income Available for Debt Service for the next Fiscal Year beginning after the Fiscal Year in which any improvements being financed by such proposed Additional Bonds are to be placed in service, or, if no improvements are to be financed thereby, beginning with the first Fiscal Year after the Fiscal Year in which the proposed Additional Bonds are to be issued, will be at least 125% of the maximum Principal and Interest Requirements on Long-Term Indebtedness of the Charter School (including such requirements for the proposed Additional Bonds, but excluding such requirements for any then outstanding Long-Term Indebtedness of the Charter School or Bonds to be refinanced by the proposed Additional Bonds) for each Fiscal Year beginning with the second Fiscal Year after the Fiscal Year in which any improvements being financed by such proposed Additional Bonds are to be placed in service, or, if no improvements are to be financed thereby, beginning with the

first Fiscal Year after the Fiscal Year in which the proposed Additional Bonds are to be issued, but before the final stated maturity of all then Outstanding Bonds; or (2) received the prior written consent of the Majority Bondholder to the issuance of such Additional Bonds;

(c) the Trustee has received a certificate of the Company Representative to the effect that there is no Event of Default then existing under the Loan Agreement, the Mortgage, the Assignment of Lease, or the Indenture;

(d) the Trustee has received a certificate of the Charter School Representative to the effect that no Event of Default has occurred and is continuing under the Account Control Agreement, the Leases, or the Pledge Agreement;

(e) the Trustee has received an opinion of Bond Counsel to the effect that the issuance of such Additional Bonds will not cause interest on any Outstanding Tax-Exempt Bonds to become included in gross income for federal income tax purposes;

(f) the Trustee has received an opinion from the Counsel to the Company in form and substance acceptable to Bond Counsel and the Underwriter, as original purchaser, the sufficiency of which shall be deemed to be met by the delivery of the opinion of Bond Counsel under subsection (e) above;

(g) the Trustee has received originally executed counterparts of the agreements supplementing and amending the each the Indenture, the Loan Agreement, the Bond Purchase Agreement, the Leases, the Mortgage, the Assignment of Lease, the Intercreditor Agreement, the Account Control Agreement, the Disbursing Agreement, the Collateral Assignment, the SNDA, the Pledge Agreement, the Continuing Disclosure Agreement, and the Tax Certificate, or other tax certificate, and the supplemental indenture supplementing and amending the Indenture;

(h) the Trustee has received a request and authorization to the Trustee on behalf of the Issuer or Alternate Issuer and signed by its Issuer Representatives or Alternate Issuer Representatives to authenticate and deliver such Additional Bonds to the purchasers therein identified, upon payment to the Trustee, but for the account of the Issuer or the Alternate Issuer, of a sum specified in such request and authorization, plus accrued interest thereon, if any, to the date of delivery; and

(i) the Trustee has received an executed opinion of Bond Counsel to the effect that (i) the Additional Bonds have been duly authorized, executed and delivered and constitute the binding special, limited obligations of the Issuer or the Alternate Issuer, enforceable in accordance with their terms, subject to normal bankruptcy exceptions, and (ii) if such Additional Bonds are issued as Tax-Exempt Bonds, the interest on such Additional Bonds is not includable in gross income for federal income tax purposes.

The Pledge Agreement also provides similar limitations on the Charter School's ability to incur Indebtedness. See "SECURITY FOR THE SERIES 2022 BONDS – Additional Indebtedness" and "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LOAN AGREEMENT – Additional Bonds and Additional Indebtedness" in this Official Statement.

Additional Indebtedness

The Loan Agreement places certain restrictions on the incurrence of indebtedness by the Company and requires the Company to impose certain restrictions on the Charter School pursuant to the Leases or the Pledge Agreement.

Additional Indebtedness of the Company

Unless it obtains prior written consent of the Majority Bondholder(s) and an amendment to the Lease providing for additional Lease Revenues sufficient to pay the principal, interest and any related fees for such Additional Bonds and an amendment to the Pledge Agreement and the Mortgage providing coverage for such additional Indebtedness, the Company shall not incur any Indebtedness other than (a) the Indebtedness with respect to the Series 2022 Bonds, or (b) Additional Bonds issued pursuant to the Indenture. See "SECURITY FOR THE SERIES 2022 BONDS – Additional Bonds" and "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LOAN AGREEMENT – Additional Bonds and Additional Indebtedness" in this Official Statement.

Additional Indebtedness of the Charter School

The Charter School has covenanted in the Pledge Agreement that it will not incur any indebtedness unless it receives the written consent of the Majority Bondholder or the Charter School can satisfy certain requirements described in the Loan Agreement and Pledge Agreement.

Long-Term Indebtedness. Pursuant to the Pledge Agreement, other than Indebtedness to be incurred to refund all or a portion of the Series 2022 Bonds, the Charter School may only incur Long-Term Indebtedness with the prior written consent of the Majority Bondholder.

Purchase Money Indebtedness or Lease Obligation. The Charter School may incur Long-Term Indebtedness or lease obligations for the purchase of fixtures or equipment ("Purchase Money Indebtedness") without regard to the limitations set forth in the Indenture and Pledge Agreement if the Charter School certifies in a written statement delivered to the Trustee and the Majority Bondholder that: (i) such Purchase Money Indebtedness is secured solely by a security interest in personal property financed with such Purchase Money Indebtedness; (ii) the aggregate payments required to be made by the Charter School in each Fiscal Year with respect to all Purchase Money Indebtedness incurred does not exceed five percent (5%) of the Pledged Revenues, as reported in the most recent audited financial statements of the Charter School, determined as of the date such Purchase Money Indebtedness is to be incurred; (iii) such Purchase Money Indebtedness amortizes over a period of not more than sixty (60) months; and (iv) the Charter School certifies that the incurrence of such Purchase Money Indebtedness will not cause it to be in violation of the operating covenants of the Charter School.

Short-Term Indebtedness. The Charter School may only incur Short-Term Indebtedness in an amount that does not exceed the greater of (i) the dollar amount of the deferral from the State for the immediately prior Fiscal Year or the current Fiscal Year, or (ii) 10% of the Gross Revenues of the Charter School for the immediately prior fiscal year. The Line of Credit and any future extension of the Line of Credit must comply with such limitations. Except as provided in the Intercreditor Agreement, any Short-Term Indebtedness incurred by the Charter School must be subordinate to the lien of the Trustee and may not be secured by any security interest in or lien against the School Facility, any Building Lease Aid, Contributions or any Gross Revenues.

See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LOAN AGREEMENT – Additional Bonds and Additional Indebtedness" and " – Various Operating Covenants of the School" in this Official Statement.

See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LOAN AGREEMENT – Additional Bonds and Additional Indebtedness" and "– Various Operating Covenants of the School" in this Official Statement.

Various Operating Covenants of the Charter School

The Loan Agreement and the Pledge Agreement also contain other financial requirements and covenants that the Charter School must comply with in the future. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LOAN AGREEMENT" and " – THE PLEDGE AGREEMENT" in this Official Statement.

Operating Reserve Balance and Days Cash on Hand Covenant. Pursuant to the terms of the Pledge Agreement, the Charter School covenants and agrees to maintain unrestricted Cash on Hand in its Operating Fund such that on each testing date (each June 30, commencing June 30, 20[22]) the amount on deposit in such fund shall be equal to or greater than 30 Days Cash on Hand for the Fiscal Year ended June 30, 20[22], and at the end of each Fiscal Year thereafter. The Charter School's Cash on Hand shall be tested annually at the end of each Fiscal Year, commencing June 30, 20[22]. The Charter School will cause its auditor to include a calculation of its Days Cash on Hand in its audited financial statements each Fiscal Year. The Charter School will provide the Trustee and the Majority Bondholder with a certification no later than December 31 of each year in the format of Exhibit B attached to the Continuing Disclosure Agreement that the Days Cash on Hand requirement has been met.

The Indenture defines "Cash on Hand" as the sum of cash, cash equivalents, liquid investments and unrestricted marketable securities (valued at the lower of cost or market value) of the Charter School. Cash on Hand specifically does not include amounts held by the Trustee or the proceeds of any Indebtedness.

Debt Service Coverage Ratio Covenants. In addition to the days cash on hand covenant discussed above, commencing with the Fiscal Year ending June 30, 20[23] and each Fiscal Year thereafter, as measured on the last day of each Fiscal year, the Charter School will also comply with either of the following covenants: (i) maintain Net Income Available for Debt Service in each Fiscal Year that will be at least 100% of the Principal and Interest Requirements on Long-Term Indebtedness during such Fiscal Year if the unrestricted Cash on Hand in its operating fund is at least 90 Days Cash on Hand; or (b) maintain Net Income Available for Debt Service in each Fiscal Year that will be at least 110% of the Principal and Interest Requirements on Long-Term Indebtedness during such Fiscal Year if the unrestricted Cash on Hand in its operation fund is less than 90 Days Cash on Hand,

The Charter School will budget and set expenses and will operate its School Facility, subject to applicable requirements or restrictions imposed by law, to satisfy all obligations under the Lease and the Pledge Agreement.

If the Cash on Hand at the end of any Fiscal Year is below the required amount, then, upon the written direction of a Majority Bondholder, the Charter School will promptly select an Independent Consultant acceptable to the Majority Bondholder in accordance with the provisions of the Pledge Agreement, to review and analyze the operations and administration of the Charter School, including the marketing programs of the Charter School, inspect the School Facility, and submit to the Charter School, the Trustee and the Majority Bondholder written reports, and make such recommendations as to the operation and administration of the Charter School as such Independent Consultant deems appropriate, including any recommendation as to a revision of the methods of operation thereof. The Charter School agrees to follow the recommendations of the Independent Consultant and, to the fullest extent allowed by law and its Charter Contract, to adopt and carry out such recommendations.

So long as the Charter School is otherwise in full compliance with its obligations under the Pledge Agreement, including following, to the fullest extent allowed by law, the recommendations of the Independent Consultant, it shall not constitute an Event of Default if the Cash on Hand at the end of any Fiscal Year is less than the required amount of Cash on Hand. If requested, the Charter School shall provide the Trustee with a written certification that the Charter School is, to the fullest extent allowed by law, in

compliance with the recommendations of the Independent Consultant and the Trustee shall be fully protected in relying on such written certification.

If, commencing with the Fiscal Year ending June 30, 20[23], and each Fiscal Year thereafter, (i) the Charter School's amount of Cash on Hand is less than [ninety (90)] Days Cash on Hand and the Charter School's Net Income Available for Debt Service is less than one hundred ten percent (110%) of the Principal and Interest Requirements on Long-Term Indebtedness during such Fiscal Year (including below 1.0/1), or (ii) the Charter School's amount of Cash on Hand is more than [ninety (90)] Days Cash on Hand and the Charter School's Net Income Available for Debt Service is less than one hundred percent (100%) of the Principal and Interest Requirements on Long-Term Indebtedness during such Fiscal Year then, upon written direction of the Majority Bondholder, the Charter School will promptly select an Independent Consultant in accordance with the provisions of the Pledge Agreement, to review and analyze the operations and administration of the Charter School, including the marketing programs of the Charter School, inspect the School Facility, and submit to the Charter School, the Trustee and the Majority Bondholder written reports, and make such recommendations as to the operation and administration of the Charter School's charter school as such Independent Consultant deems appropriate, including any recommendation as to a revision of the methods of operation thereof. The Charter School agrees to follow the recommendations of the Independent Consultant and, to the fullest extent allowed by law and its Charter Contract, to adopt and carry out such recommendations. If requested, the Charter School shall provide the Trustee with a written certification that the Charter School is, to the fullest extent allowed by law and its Charter Contract, in compliance with the recommendations of the Independent Consultant and the Trustee shall be fully protected in relying on such written certification.

Notwithstanding preceding paragraphs, regardless of whether the Charter School has retained an Independent Consultant, if at the end of the Fiscal Year ending June 30, 20[24], or any subsequent Fiscal Year, the Net Income Available for Debt Service as of the end of such Fiscal Year is less than one hundred percent (100%) of the Principal and Interest Requirements on Long-Term Indebtedness for such Fiscal Year (as evidenced by the Charter School's audited financial statements for such Fiscal Year), then the Trustee will give notice thereof to the Registered Owners and EMMA and the Majority Bondholder may direct the Trustee to declare an Event of Default under the Pledge Agreement. In the absence of direction by the Majority Bondholder, the Trustee may take the action described in the preceding sentence

Capital Repair and Replacement Fund. The Company has covenanted to deposit a portion of the Lease Payment to be made by the Charter School to the Company to the Capital Repair and Replacement Fund established pursuant to the Indenture in an amount equal to the Monthly Deposit (as defined in APPENDIX F). Amounts in the Capital Repair and Replacement Fund will be used by the Company for the payment of items of repair, improvement, and replacement with respect to the School Facilities, which constitute capital expenditures under Generally Accepted Accounting Principles or which constitute major periodic repair or maintenance of the School Facilities, such as the annual painting or recarpeting a section of the School Facilities (as opposed to incidental repairs). See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS" in this Official Statement.

Capital Assessment Plan. Commencing in the Fiscal Year ending June 30, 20[27], and by the end of each fifth year thereafter, the Company agrees to cause the Charter School to furnish to the Trustee and EMMA (and to the Issuer, upon request), within 30 days of completion, a five-year comprehensive capital assessment plan approved by the governing body of the Company (which may be sent by Electronic Means as defined in the Indenture) to be prepared by an independent engineer, building inspector or other qualified professional selected by the Company with a reputation for skill and expertise with respect to the design, maintenance or construction of educational facilities with respect to the Company's capital facilities, detailing the condition and projected sources of funding such needs. The Company shall budget for such capital needs beginning in the Fiscal year following delivery of the capital assessment plan such that the

capital needs can be met within the five-year period covered by the capital assessment plan. The Monthly Deposit (initially $[5,000] a month commencing in [July 2023]) to the Repair and Replacement Reserve Fund shall be increased as necessary to an amount sufficient to satisfy such needs in equal monthly installments over the five-year period covered by the capital assessment plan. The Company is required to furnish a written certification as to the recalculated Monthly Deposit to the Trustee upon which the Trustee will be entitled to fully rely.

Defeasance

Upon certain terms and conditions specified in the Indenture, including provisions for the payment of such Series 2022 Bonds, the Series 2022 Bonds or portions thereof will be deemed to be paid and the security provided in the Indenture and the Mortgage may be discharged prior to maturity or redemption of the Series 2022 Bonds. In that case, the Series 2022 Bonds will be secured solely by the cash and securities deposited with the Trustee for such purpose.

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BONDHOLDERS' RISKS

No person should purchase any Series 2022 Bonds without carefully reviewing the following information, which summarizes some, but not all factors that should be carefully considered before such purchase.

Nature of Special, Limited Obligations

The Series 2022 Bonds are special, limited obligations of the Issuer, payable solely from amounts pledged under the Indenture to the payment of principal, interest and premium, if any, on the Series 2022 Bonds (which includes Loan Repayments from the Company, amounts in the Reserve Fund, Lease Payments from the Charter School and other amounts held by the Trustee under the Indenture and proceeds realized under the Mortgage), and do not give rise to a general obligation or general liability of the Issuer or a charge against its general credit or taxing powers and shall never constitute nor give rise to a pecuniary liability of the Issuer. *The Series 2022 Bonds do not constitute a debt, moral obligation, liability or loan of credit or a pledge of the full faith and credit or taxing power of the Issuer, the State, or of any political subdivision thereof.*

Impact of COVID-19 Pandemic

In late 2019, a novel strain of coronavirus ("COVID-19") emerged in Wuhan, Hubei Province, China. COVID-19 has spread throughout the world, including to the United States, resulting in the World Health Organization proclaiming COVID-19 to be a pandemic and former President Trump declared a national emergency on March 13, 2020. Minnesota Governor Tim Walz originally declared a peacetime emergency under Executive Order 20-01 on March 14, 2020. Governor Walz has subsequently extended the peacetime emergency thirteen times through the issuance of various executive orders. The most recent Executive Order 21-22 extending the peacetime emergency was issued May 14, 2021. The Minnesota state legislature extended the peacetime emergency to July 1, 2021, and as of July 1, 2021, Minnesota's state of emergency for the COVID-19 pandemic had ended. In response to the spread of COVID-19, the United States government, state governments, local governments and private industries have taken measures to limit social interactions in an effort to limit the spread of COVID-19. The effects of the spread of COVID-19 and the government and private responses to the spread continue to rapidly evolve.

COVID-19 has caused significant disruptions to the global, national and State economy. The extent to which COVID-19 impacts the Charter School and its financial condition will depend on future developments, which are highly uncertain and cannot be predicted by the Charter School and the Company, including the duration of the outbreak and measures taken to address the outbreak. The State's finances may materially be adversely affected by COVID-19 or efforts taken to control the COVID-19 pandemic, which efforts could affect the amount or timing of State aid appropriated to public schools, including charter schools such as the Charter School. See "BONDHOLDERS' RISKS – Effect of Student Enrollment upon Receipt of State Payments" and "– Changes in Law; Annual Appropriation; Inadequate State Payments" in this Official Statement. In addition, the COVID-19 pandemic has caused changes to enrollment patterns for school aged children and could have an adverse effect on future enrollment. For example, if it is perceived that competitors of the Charter School, including traditional public schools, private schools or other charter schools, are better equipped to handle the spread of COVID-19 or similar future outbreaks or to provide virtual learning, it could lead to lower enrollment in the future or families could decide to home school their students. See "BONDHOLDERS' RISKS – Competition for Students" in this Official Statement.

In addition, to the executive orders described above, Minnesota Governor Tim Walz previously issued various other Executive Orders affecting the Charter School, including Executive Order 20-20 which

directed Minnesotans to stay at home and shelter in place (subject to certain exceptions) beginning on Friday, March 27, 2020 at 11:59 p.m. through Friday, April 10, 2020 at 5:00 p.m. as extended by Executive Order 20-33 to May 3, 2020 at 11:59 p.m. On April 15, 2020, Minnesota Governor Tim Walz issued Emergency Executive Order 20-02 which was additionally supplemented by Executive Order 20-19 (collectively, the "Executive Orders") that authorized and directed the Minnesota Commissioner of Education to temporarily close all K-12 schools to plan for a safe educational environment in response to the COVID-19 pandemic. The Executive Orders initially closed all public and private Minnesota K-12 schools for in-person instruction through Friday April 27, 2020 but such period was extended to May 4, 2020 pursuant to Executive Order 20-19 (the "Initial Closure Period"). During the Initial Closure Period, Minnesota K-12 schools implemented and operated distance learning programs and the Charter School utilized its distance learning plan. Many public schools, including as the Charter School transitioned to distance learning as the incidence of COVID-19 rose.

[[BORROWER TO PROVIDE BRIEF DESCRIPTION OF 2020-2021 AND 2021-2022 LEARNING PLAN – THE FOLLOWING IS AN EXAMPLE]] [The Charter School implemented a "hybrid model" for much of the 2020-2021 school year; students attended school in-person two days a week and attended remotely two days per week. Since the beginning of the 2021-2022 school year, students at the Charter School have attended in-person the full school week. The Charter School has continued the in-person learning experience for its students for the 2021-2022 school year. See "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT – ENROLLMENT; DEMOGRAPHICS AND TRANSPORTATION – Learning Plan During COVID-19" in this Official Statement.]

At this time, the Charter School is not anticipating a reduction in revenue from the State of Minnesota for the 2022-2023 school year. However, no assurance can be given that the State will not encounter unforeseen circumstances as a result of the COVID-19 pandemic and will not reduce or delay public education funding in future budget cycles.

Dependence on Company's Ability to Pay Loan Repayments; Ability of Charter School to Pay Lease Payments

Payment of principal of, premium, if any, and interest on the Series 2022 Bonds is intended to be made from Loan Repayments by the Company under the Loan Agreement, except to the extent payment is intended to be made from other amounts held under the Indenture such as Series 2022 Bond proceeds or investment earnings. The Company has no significant assets or business other than the assets and business related to the School Facilities. The ability of the Company to make Loan Repayments will depend solely on the Company's ability to generate revenues sufficient to pay the Loan Repayments from the Leases to the Charter School. Future revenues of the Company from the School Facilities will primarily depend on the ability of the Charter School to make payments under the Leases.

The Charter School's ability to make payments under the Leases is dependent on its revenues, including Building Lease Aid received from the State ("Building Lease Aid"), which are largely dependent on student enrollment and educational funding from the State. Because Building Lease Aid is limited to 90% of the lease amount, subject to certain caps as described under the heading "CHARTER SCHOOL FUNDING IN MINNESOTA – State Payments – *Building Lease Aid*" in this Official Statement. Building Lease Aid alone will be insufficient to make the total payments due under the Leases. See "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT" and "APPENDIX C – BUDGET PROJECTION" in this Official Statement. The Charter School's general revenues are a combination of (a) State aid such as: General Education Aid (which coincides with enrollment), Special Education, [Limited English Proficiency,] Compensatory Aid and Building Lease Aid (which coincides with enrollment), and (b) Federal programs administrated by the State including Title I, Part A of the No

Child Left Behind Elementary and Secondary Education Act (NCLB/ESEA), Improving Basic Program, Title II, Part A of the NCLB/ESEA, Teacher/Principal Training and Recruitment, Title II, Part D, Enhancing Education Through Technology, [Title III, Limited English Proficient Students,] and Title V, Part A – Regular Innovative Programs. Prior enrollment history of the Charter School is no guaranty of future enrollment and revenues.

In addition, State aid payments are not always received by the Charter School from the State on a timely basis, which may result in late payments by the Charter School under the Leases and Pledge Agreement, which may, in turn, result in late payments by the Company under the Loan Agreement.

Future revenues and expenditures of the Company will be subject to the amounts and the timing of future revenues to the Charter School, which cannot be determined with assurance. Prior revenues and expenditures of the Charter School are no guaranty as to future revenue and expenditures of the Charter School or the Company.

Historical State Budget Issues

Even though the State is experiencing a large budget surplus for the 2021-2023 biennium, the State has experienced budget shortfalls in recent bienniums. Rather than relying upon increased tax revenue to fund K-12 education costs (except for a minor increase of $50 per student in both Fiscal Year 2011 and Fiscal Year 2012), the State Legislature previously enacted a number of funding reductions/spending shifts and holdbacks to close such budget shortfalls. Although the holdback is currently set at 10% for Fiscal Year 2022, the holdback was as high as 35.7% as recent as Fiscal Year 2013.

The current State budget biennium runs from July 1, 2021 through June 30, 2023. During the 2013 Legislative session, the State Legislature made substantive changes in State funding for charter schools, including a change to the Average Daily Membership ("ADM") formula to create funding for all-day every-day Kindergarten. The new formula went into effect for the State's Fiscal Year 2015 (commencing in July 2014). The 2019 and 2021 Legislative session added certain slight increases to education funding for public schools, including the Charter School. See "CHARTER SCHOOL FUNDING IN MINNESOTA – State Payments – *General Education Revenue*" in this Official Statement.

Future State budget agreements may involve further revisions to State education funding that cannot be determined at this time. As mentioned above, the COVID-19 pandemic has seen unprecedented changes to education nationally and in Minnesota and no assurances can be given that the resulting economic consequences from the COVID-19 pandemic will not cause the State to take budgetary actions that delay or reduce public education funding in the future. See "– Impact of COVID-19 Pandemic," "– No Taxing Authority; Dependence on State Payments," and "– Changes in Law; Annual Appropriation; Inadequate State Payments" below in this BONDHOLDERS' RISKS section, "CHARTER SCHOOL FUNDING IN MINNESOTA," and "APPENDIX B – MINNESOTA LAWS RELATING TO CHARTER SCHOOLS" in this Official Statement.

No Taxing Authority; Dependence on State Payments

The Charter School does not possess any taxing authority and is substantially dependent upon the State to continue to provide funding for public charter schools. Moreover, the Company does not have any taxing authority. The obligation of the State under State law to fund the Charter School is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the Building Lease Aid or other State aid, no liability accrues to the State in such event. In the event the State were to withhold the payment of money from the Charter School for any reason, even a reason that is ultimately determined to be invalid or unlawful, it is likely that the Charter School would be forced to cease operations.

State aid payments are distributed to all public schools according to a "holdback" system that allows adjustments to be made after the end of each fiscal year. See "CHARTER SCHOOL FUNDING IN MINNESOTA" and "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT – STATE AID PAYMENTS" in this Official Statement.

Budget Projection

The Budget Projection (the "Budget Projection") prepared by the Charter School and contained in "APPENDIX C – BUDGET PROJECTION" of this Official Statement, is based upon certain assumptions made by the Charter School. No assurance can be given that the results described in the Budget Projection will be achieved. The Charter School does not intend to update or to issue an additional Budget Projection and, accordingly, there are risks inherent in using the Budget Projection in the future as the Budget Projection becomes outdated. The Budget Projection is only for fiscal years ending June 30, 2022 through June 30, 2027, and does not cover the entire period during which the Series 2022 Bonds may be outstanding. The Budget Projection assumes that the Charter School will be able to renew its Charter Contract with the Authorizer after the term of the Charter Contract that ends on June 30, 2023. See "APPENDIX C – BUDGET PROJECTION" in this Official Statement.

No guarantee can be made that the Budget Projection will correspond with the results actually achieved in the future by the Charter School because there is no assurance that actual events will correspond with the assumptions made by the Charter School. For example, the Budget Projection makes certain assumptions as to continued demand for educational facilities such as the School Facilities and future enrollment at the Charter School. Actual operating results of the Charter School may be affected by many factors, including, but not limited to, increased costs, lower than anticipated enrollment, reduced State funding, changes in demographic trends, and local and general economic conditions. The Budget Projection, which appears in "APPENDIX C – BUDGET PROJECTION" in this Official Statement, should be read in its entirety. See also "– Impact of COVID-19 Pandemic" and "– No Taxing Authority; Dependence on State Payments" and "– Changes in Law; Annual Appropriation; Inadequate State Payments" in this BONDHOLDERS' RISKS section, "CHARTER SCHOOL FUNDING IN MINNESOTA," and "APPENDIX B – MINNESOTA LAWS RELATING TO CHARTER SCHOOLS" in this Official Statement.

Non-Renewal or Termination of Charter Contract by Authorizer

Under the Charter School Act, a charter school sponsor (known as an "authorizer" under State law) may or may not renew the Charter Agreement at the end of any renewal term, or may unilaterally terminate the Charter Agreement (subject to certain reasonable notice and appeal procedures available to the Charter School) upon any of the following grounds: (1) failure to meet the requirements for pupil performance contained in the Charter Agreement; (2) failure to meet generally accepted standards of fiscal management; (3) violations of law; or (4) other good cause shown. Decisions made by the Charter School's Authorizer, will depend upon the policies and evaluations of future board members and staff of the Authorizer. Although the Charter School expects that the Charter Agreement will be renewed and extended for the term of the Series 2022 Bonds, no assurance can be given that future boards or administrative staffs of the Authorizer will continue to renew the Charter Agreement.

[[TO BE UPDATED WITH VOA DETAILS]] The Charter School's current Charter Contract is for a three-year term from July 1, 2020 through June 30, 2023.] See "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT – THE CHARTER CONTRACT AND AUTHORIZER" and APPENDIX B – MINNESOTA LAWS RELATING TO CHARTER SCHOOLS" in this Official Statement.

Possible Future Unionization of Charter School Workforce

As of the date of this Official Statement, the workforce of the Charter School is not unionized and management of the Charter School is not aware of any active unionization efforts with respect to its employees. There are currently several charter schools in the State who have union teachers. In the event that the labor relations of the Charter School and its employees change in the future and, if the employees of the Charter School were to vote to unionize, then the operational costs of the Charter School would likely rise, and such increase could be significant. If the employees of the Charter School were to unionize, no assurance could be given that such change would not adversely affect the amount of State General Education Aid available for the portion of the Lease Payment not covered by Building Lease Aid.

Department of Education Approval of Authorizer

Every charter school in the State must be authorized by a 501(c)(3) organization, school district, or post-secondary institution approved by the Commissioner of the Minnesota Department of Education (the "Commissioner"), pursuant to State law as an "authorizer". **[[TO BE UPDATED WITH VOA DETAILS]]** [The "authorizer" of the Charter School is [Volunteers of America – Minnesota] (the "Authorizer").] Each authorizer must be approved by MDE and is subject to review every five years. If the Commissioner finds that an authorizer such as the Authorizer has not fulfilled its requirements under State law, the Commissioner may subject the authorizer to corrective action, which may include terminating the charter contract with any schools the authorizer has chartered. Further, State law was amended in 2009 to change the criteria for becoming an authorizer and the oversight and accountability requirements applicable to authorizers such as the Authorizer. As a result, a number of previously approved authorizers are no longer eligible to sponsor charter schools. There can be no guarantee that the Authorizer will continue to remain in good standing with the State as an approved authorizer. See "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT – THE CHARTER CONTRACT AND AUTHORIZER" and "APPENDIX B – MINNESOTA LAWS RELATING TO CHARTER SCHOOLS" in this Official Statement.

Financial Statements

The Audited Financial Statements of the Charter School attached hereto as "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE CHARTER SCHOOL FOR THE FISCAL YEAR ENDED JUNE 30, 2021" reflect the last year of operation of the Charter School for which audited financial statements have been prepared. Unaudited interim financial statements of the Charter School are attached hereto as "APPENDIX E – UNAUDITED INTERIM FINANCIAL STATEMENTS OF THE CHARTER SCHOOL FOR THE ELEVEN-MONTH PERIOD ENDED MAY 31, 2022." The unaudited financial statements have been prepared by the Charter School's finance manager, BerganKDV, and have not been audited, reviewed or examined by any independent accounting firm. For information regarding the Company's and the Charter School's expectations after the issuance of the Series 2022 Bonds, see "APPENDIX C – BUDGET PROJECTION" in this Official Statement. The financial statements of the Company are not included in this Official Statement because the Company does not have significant financial resources and is not anticipated to have significant assets other than the School Facilities.

Property Tax Exemption

Under present State law and rulings, generally public charter schools are exempt from property taxes levied by political subdivisions of the State so long as such property is used for public school purposes (although such property is subject to special assessments for local improvements to the property). The Budget Projection does not anticipate the payment of property taxes by either the Company or the Charter School [with respect to the Elementary School Campus because such campus is already exempt from taxation]. However, such laws, regulations and rulings are subject to change, and no assurance can be given

that any future change in exempt status would not have a material adverse effect on the Company. The Company and the Charter School have assumed that the site of the Upper School Campus will be exempt from property taxes from and after calendar year 20[23].

Competition for Students

A significant portion of the Charter School's revenues is based on the number of students enrolled in the educational facilities of the Charter School. The Charter School faces competition from other educational facilities and could face additional competition in the future as a result of the organization of, the construction of new, or the renovation of existing, public schools or other public charter schools in the areas served by the Charter School. No assurance can be given that the enrollment of the Charter School will not be adversely affected by the availability of other educational facilities in the service areas of the Charter School and elsewhere.

[[BORROWER TO CONFIRM]] The Charter School will be competing for students with Anoka-Hennepin School District 11 (the "School District") and other surrounding districts, including ISD 15 St. Francis Area School District and ISD 728 Elk River Area School District, as well as private schools and other public charter schools located within or near the City of Ramsey, which is located in Ramsey County, Minnesota. The Charter School's students currently come primarily from within the School Districts referenced above. See "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT – SERVICE AREA" and "– COMPETING SCHOOLS" in this Official Statement for schools who compete with the Charter School for students. No assurance can be given that the Charter School will attract and retain the number of students that are needed to produce the Pledged Revenues that are necessary to pay the principal of and interest on the Series 2022 Bonds, or that additional schools will not be created in or near the Charter School's service area.

Effect of Student Enrollment upon Receipt of State Payments

The State General Education Revenues and Building Lease Aid payments to the Charter School are based on the number of students enrolled in the Charter School. See "CHARTER SCHOOL FUNDING IN MINNESOTA – State Payments" and "APPENDIX B – MINNESOTA LAWS RELATING TO CHARTER SCHOOLS – Funding for Charter Schools" in this Official Statement. The Charter School's State Aid payments will be adjusted to reflect the Average Daily Membership of students at the Charter School. In addition, the Budget Projection contains certain assumptions regarding enrollment, and the extension of the Charter Contract for school years after June 30, 2023, of the Charter School in future school years, along with certain assumptions regarding State education funding payments in the future. No assurance can be given that the Charter School will attract or retain the number of students set forth in the Budget Projection or that are needed to produce the Pledged Revenues in amounts sufficient to pay the principal of and interest on the Series 2022 Bonds. See "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT – ENROLLMENT, DEMOGRAPHICS AND TRANSPORTATION" and "APPENDIX C – BUDGET PROJECTION" in this Official Statement.

Key Personnel

The Charter School's creation, curriculum, educational philosophy, and day-to-day operations reflect the vision and commitment of the individuals who serve as the Charter School's administrators or serve on the Charter School's Board of Directors (the "Key Personnel"). In the absence of an outside manager, the Charter School is highly dependent upon its Key Personnel. The loss of any Key Personnel could adversely affect the Charter School's operations, its ability to attract and retain students, and ultimately its financial results. The Charter School has not obtained any "key person" insurance policies with respect to any of its Key Personnel. For more information regarding the Charter School's Key Personnel, see "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022

PROJECT – GOVERNANCE; ADMINISTRATION; FACULTY AND FACULTY RETENTION" in this Official Statement.

Self-Management by the Charter School

Other than the Charter School's contract with its outside finance manager (See "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT – THE CHARTER SCHOOL'S FINANCE MANAGER" in this Official Statement), the Charter School does not contract with outside professionals, such as a professional charter school management company, for the management and operation of the Charter School. As a general rule, charter school management companies assist charter schools in their crucial management functions including: recruiting and evaluating staff; human resources and payroll; budgeting and fiscal management and reporting; and other administrative functions. In the absence of a professional management company, such duties are done by Charter School administrators and staff.

Factors Associated with Education

There are a number of factors affecting schools in general, including the Charter School, that could have an adverse effect on the Charter School's financial position and its ability to make the payments required under the Leases. These factors include, but are not limited to (i) the ability to attract a sufficient number of students; (ii) future legislation and regulations affecting charter schools and the educational industry in general; (iii) increasing costs of compliance with federal or State regulatory laws or regulations, including, without limitation, laws or regulations concerning environmental quality, work safety and accommodating persons with disabilities; (iv) increased costs of attracting and retaining or a decreased availability of a sufficient number of teachers, including as related to any unionization of the Charter School's work force with consequent impact on wage scales and operating costs of the Charter School; (v) cost and availability of insurance for charter schools in the State; and (vi) changes in existing statutes pertaining to the powers of the Charter School and legislation or regulations which may affect program funding. The Charter School cannot assess or predict the ultimate effect of these factors on its operations or the financial results of operations.

Line of Credit for Operating Capital

[[TO BE UPDATED: Borrower to confirm LOC status]] [As previously discussed under the heading "SECURITY FOR THE SERIES 2022 BONDS – Intercreditor Agreement," the Charter School has agreed to a Line of Credit with Depository Bank, in an amount not to exceed $[_____] for cashflow purposes due to the State holdbacks of certain education payments. The Charter School currently does not have an outstanding balance with respect to the Line of Credit. The Intercreditor Agreement establishes the priority of security interests granted by the Charter School in favor of Depository Bank and the Trustee in the event of a default under the Indenture or the Line of Credit. No assurance can be given that, in the event that the Depository Bank will continue to renew the Line of Credit in the future on similar terms to what are currently in place. No assurance can be given that, in the event that the Depository Bank does not offer to renew the Line of Credit on terms that are acceptable to the Charter School in the future, the Charter School will be able to obtain other operating financing on terms similar to those of the Line of Credit to meet its cash-flow needs. Any future working capital financing incurred by the Charter School will have to comply with the restrictions set forth in the Pledge Agreement. See "SECURITY FOR THE SERIES 2022 BONDS," "APPENDIX A – THE COMPANY, THE CHARTER SCHOOL AND THE SERIES 2022 PROJECT[– BUDGET; ACCOUNTING; DEBT; FUNDRAISING – Line of Credit]," and "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE LOAN AGREEMENT," and "– THE PLEDGE AGREEMENT" in this Official Statement.]

Tax-Exempt Status of the Company and the Charter School

The Charter School and the Company are currently exempt from federal income tax. The Charter School is a public charter school. The Charter School and the Company are Minnesota nonprofit corporations and organizations described in Section 501(c)(3) of the Code. Under present federal law, regulations and rulings, the income and revenue of nonprofit, 501(c)(3) qualified exempt organizations are exempt from federal income tax, except for any unrelated business income as defined in the Code, and their revenues are exempt from the State sales tax except for certain services. If the Charter School fails to continue to meet the requirements necessary to preserve its status as a non-profit corporation and a tax-exempt charitable organization under Section 501(c)(3) of the Code, the interest on the Series 2022A Bonds may become taxable retroactive to the date of issuance of the Series 2022A Bonds. If the Charter School does not maintain its status, the Charter School could experience expenses which are greater than expected, which would adversely affect the Charter School's ability in the future to pay the amount due under the Leases and the Company's ability to pay the amount due under the Loan Agreement with respect to the Series 2022 Bonds. The Charter School has covenanted in the Leases, the Pledge Agreement, and other financing documents that it will not take any actions or fail to take any action, the result of which would adversely affect the Charter School's status as a nonprofit corporation and its status as a tax-exempt charitable organization under Section 501(c)(3) of the Code.

IRS Compliance Program

The Internal Revenue Service has an active program of conducting examinations of tax-exempt bonds through its Tax-Exempt and Government Entities Division (the "TE/GE Division"). In recent years, the number of Internal Revenue Service tax-exempt bond examinations has increased, and public statements made by individual Internal Revenue Service officials indicate that the number of Internal Revenue Service Examinations of tax-exempt bonds may continue to increase in the future. However, neither the Company nor the Charter School has sought or are expected to seek a ruling from the Internal Revenue Service with respect to the tax-exempt status of the Series 2022A Bonds. No assurance can be given that the Internal Revenue Service will not examine the Series 2022A Bonds. If the Internal Revenue Service examines the Series 2022A Bonds, such examination may have an adverse impact on the marketability and price of the Series 2022A Bonds. See "THE SERIES 2022 BONDS – Redemption of Series 2022 Bonds – *Mandatory Redemption upon Determination of Taxability*," and "TAX MATTERS" in this Official Statement.

Tax-Exempt Status of the Series 2022A Bonds

The tax-exempt status of the interest on the Series 2022A Bonds is conditioned upon the Charter School and the Company complying with the requirements of the Code and applicable Treasury Regulations as they relate to the Series 2022A Bonds and the Charter School and Company continuing to be tax-exempt organizations under Section 501(c)(3) of the Code. Failure of the Charter School or the Company to comply with the terms and conditions of the Loan Agreement, the Tax Regulatory Agreement, the Tax Certificate, the Indenture, the Leases, and other documents as described herein, or failure of the Charter School or Company to continue to be recognized as tax-exempt organizations under Section 501(c)(3) of the Code, may result in the loss of the tax-exempt status of the interest on the Series 2022A Bonds retroactive to the date of issuance of the Series 2022A Bonds. See "TAX MATTERS" in this Official Statement. Holders of Series 2022A Bonds will not receive additional interest to compensate them for federal income taxes, interest and penalties which may be assessed with respect to such interest. The Series 2022 Bonds are subject to mandatory redemption upon a Determination of Taxability with respect to the Series 2022A Bonds, at a redemption price equal to par, plus accrued interest, and with respect to the Series 2022A Bonds, a premium. There can be no assurance that, in the event of a Determination of Taxability, sufficient money would be available in such event to redeem the Series 2022 Bonds. Further, there can be no assurance that a Determination of Taxability will follow promptly after the events which give rise to the Determination of

Taxability, so that tax obligations may accrue for substantial periods preceding the redemption of Series 2022 Bonds upon a Determination of Taxability. If interest on the Series 2022A Bonds should become includable in gross income for purposes of federal income taxation, the market for and value of the Series 2022A Bonds would be adversely affected. See "THE SERIES 2022 BONDS – Redemption of Series 2022 Bonds – *Mandatory Redemption upon Determination of Taxability*" and "TAX MATTERS" in this Official Statement.

Changes in Law; Annual Appropriation; Inadequate State Payments

Future changes to the Charter School Act by the State Legislature could be adverse to the financial interests of the Charter School and could adversely affect the security for the Series 2022 Bonds. There can be no assurance given that the State Legislature will not in the future amend the Charter School Act in a manner which is adverse to the interests of the registered owners of the Series 2022 Bonds.

Minnesota may experience downturns in its economy and tax revenues in the future. The provisions of the Charter School Act are subject to amendment by the State Legislature, including the reduction of State funding, which could adversely affect the Charter School. STATE BUDGET CONSIDERATIONS MAY ALSO ADVERSELY AFFECT APPROPRIATIONS FOR CHARTER SCHOOL FUNDING. See "No Taxing Authority, Dependence on State Payments" above.

Value of Mortgaged Property

Security for the Series 2022 Bonds includes a mortgage lien on the School Facilities evidenced by the Mortgage between the Company and the Trustee. Attempts to foreclose under the Mortgage may be met with protracted litigation and/or bankruptcy proceedings, which proceedings cause delays. See "ENFORCEABILITY OF OBLIGATIONS." Thus, there can be no assurance that upon the occurrence of an Event of Default, the Trustee will be able to obtain possession of the School Facilities and generate revenue therefrom in a timely fashion. Because of the special nature, location, and other factors relating to the School Facilities, there can be no assurance that proceeds derived from the sale of the School Facilities upon default and foreclosure of the Mortgage would be sufficient to pay all amounts due in respect of the Series 2022 Bonds. Furthermore, the Mortgage contains several Permitted Encumbrances as described in the Mortgage. See "APPENDIX F – DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS – THE MORTGAGE" in this Official Statement.

Construction Risks

Construction or improvement of any facility is subject to the risks of cost overruns and delays due to a variety of factors including, among other things, site difficulties, labor strife, delays in and shortages of materials, weather conditions, fire and casualty. Any delay in completion of the construction of the Series 2022 Project could materially adversely affect the timely enrollment of students in the Charter School, which could affect receipt of future revenues from the School Facilities. Noncompletion of the Series 2022 Project would materially adversely affect the value of the security under the Mortgage. As discussed more fully under the heading "THE SERIES 2022 PROJECT," to reduce construction risks, the Company has entered into the Construction Contract. The Construction Contract does not cover the furniture, fixtures, and equipment to be purchased by the Company from proceeds of the Series 2022 Bonds. **[TO BE CONFIRMED: to be updated upon review of GMP]]** [The Construction Contract provides for liquidated damages in the event that the Series 2022 Project is not completed according to schedule.] See "THE SERIES 2022 PROJECT" in this Official Statement.

Environmental Regulations

The School Facilities are subject to various federal, State and local laws and regulations governing health and the environment. In general, these laws and regulations could result in liability to the owner of the School Facilities (and to any beneficiary of a mortgage on the School Facilities, particularly following any sale or foreclosure proceeding) for remediating adverse environmental conditions on or relating to the School Facilities, whether arising from preexisting conditions or conditions arising as a result of the activities conducted in connection with the ownership and operation of the School Facilities.

Although the Charter School believes that it is in material compliance with applicable environmental laws for the School Facilities, costs incurred by the Company with respect to environmental remediation or liability could adversely affect its financial condition and its ability to own and operate the School Facilities. If excessive costs are incurred by the Company in connection with remediating environmental problems or from liability to third parties, such costs could make it impractical for the Loan Agreement to be continued pursuant to its current terms or such costs could make it more difficult to successfully relet the School Facilities.

In connection with the acquisition of the Land, Professional Service Industries, Inc. (the "Environmental Consultant") prepared a Phase I Environmental Site Assessment dated April 4, 2022 (the "Upper School Site Assessment") with respect to the site of the Upper School Campus (the "Upper School Site"). In the Upper School Site Assessment, the Environmental Consultant did not identify any recognized environmental conditions ("RECs"), controlled recognized environmental conditions ("CRECs"), historical recognized environmental conditions ("HRECs"), vapor encroachment conditions ("VECS") or de minimis conditions, and did not recommend any further assessments for the Upper School Site.

The Environmental Consultant also prepared a Phase I Environmental Site Assessment dated April 4, 2022 (the "Elementary School Site Assessment") with respect to the site of the Elementary School Campus (the "Elementary School Site"). In the Elementary School Site Assessment, the Environmental Consultant did not identify any RECs, CRECs, HRECs, VECS, or de minimis conditions, and did not recommend any further assessments for the Elementary School Site.

The Company believes that it is in material compliance with applicable environmental laws for the School Facilities. Owners of real estate such as the Company may, in the future, be adversely affected by legislative, regulatory, administrative and enforcement actions involving environmental controls.

Maintenance of the School Facilities

The School Facilities, like other such facilities, will require ongoing capital repairs and improvements to maintain its value and, although the Charter School and the Company intend to maintain the School Facilities in good condition, and a Capital Repair and Replacement Fund is established pursuant to the Indenture with a Monthly Deposit requirement, no assurance can be given that the Charter School and the Company will have sufficient revenues in the future to be able to maintain a regular capital improvements program for the School Facilities in the future.

No Appraisal of the School Facilities

Neither the Company, the Charter School nor the Underwriter has engaged an appraiser in connection with the issuance of the Series 2022 Bonds and the construction of the Upper School Campus. In the event of a foreclosure of the Mortgage, the value of the School Facilities in such event cannot be determined and may be substantially less than the construction costs of the Upper School Campus and no assurance that the value received for the School Facilities will be sufficient to pay the principal of and interest due on the Series 2022 Bonds.

Damage or Destruction

Although the Company and Charter School will be required to obtain certain insurance, as set forth in the Indenture, the Loan Agreement and the Leases, there can be no assurance that the School Facilities will not suffer losses for which insurance cannot be or has not been obtained or that the amount of any such loss, or the period during which the School Facilities cannot generate revenues, will not exceed the coverage of such insurance policies.

Effect of Federal Bankruptcy Laws on Security for the Series 2022 Bonds

Bankruptcy proceedings and equity principles may delay or otherwise adversely affect the enforcement of Bondholders' rights in the property granted as security for the Series 2022 Bonds. Furthermore, if the security for the Series 2022 Bonds is inadequate for payment in full of the Series 2022 Bonds, bankruptcy proceedings and equity principles may also limit any attempt by the Trustee to seek payment from other property of the Company, if any. See "ENFORCEABILITY OF OBLIGATIONS" in this Official Statement. Also, federal bankruptcy law permits adoption of a reorganization plan, even though it has not been accepted by the holders of a majority, in the aggregate principal amount of the Series 2022 Bonds if the Bondholders are provided with the benefit of their original lien or the "indubitable equivalent." In addition, if the bankruptcy court concludes that the Bondholders have "adequate protection," it may (i) substitute other security subject to the lien of the Bondholders, and (ii) subordinate the lien of the Bondholders (a) to claims by persons supplying goods and services to the Company after bankruptcy and (b) to the administrative expenses of the bankruptcy proceeding. The bankruptcy court may also have the power to invalidate certain provisions of the Mortgage that make bankruptcy and related proceedings by the Company an event of default thereunder.

Enforcement of Remedies

The remedies available to the Trustee or the Bondholders of the Series 2022 Bonds upon an Event of Default under the Indenture or the Loan Agreement are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies provided in the Indenture and the Loan Agreement may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2022 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by the valid exercise of the sovereign powers of the State and the constitutional powers of the United States of America, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Secondary Market

The Underwriter expects to effect secondary market trading in the Series 2022 Bonds. However, the Underwriter is not obligated to repurchase any Series 2022 Bonds at the request of the holders thereof and cannot assure that there will be a continuing secondary market in the Series 2022 Bonds. In addition, adverse developments, including insufficient cash flow, non-renewal of the Charter Contract and other factors may have an unfavorable effect upon prices for the Series 2022 Bonds in the secondary market.

Maintenance of Credit Rating

S&P Global Ratings ("S&P" or the "Rating Agency"), has assigned a rating of "[___]" to the Series 2022 Bonds. Certain information was supplied by the Company and the Charter School to the Rating Agency to be considered in evaluating the Series 2022 Bonds, including information regarding State and federal funding sources and the operations of the Charter School, which are subject to change. See "BOND RATING." Such rating expresses only the views of the Rating Agency. There is no assurance that such

rating will continue for any given period of time or will not be revised or withdrawn entirely by the Rating Agency if, in its judgment, circumstances so warrant. Any such downward revision in or withdrawal of such rating may have an adverse effect on the market price of the Series 2022 Bonds. See "BOND RATING" in this Official Statement.

No Credit Enhancement Facility

There is no letter of credit, bond insurance policy, or other credit enhancement facility securing the Series 2022 Bonds, nor is there any provision for a credit enhancement facility to be provided to secure any of the Series 2022 Bonds.

Failure to Provide Ongoing Disclosure

The Company and the Charter School will enter into the Continuing Disclosure Agreement pursuant to Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"). Failure by the Charter School or the Company to comply with the Continuing Disclosure Agreement and Rule 15c2-12 may adversely affect the liquidity of the Series 2022 Bonds and their market price in the secondary market. See "CONTINUING DISCLOSURE" in this Official Statement.

Private School Vouchers

Various proposals offering private school vouchers to families to assist with the cost of private schools have been considered across the country and in the State, and enacted in several locations. No such voucher program is currently in place in the State. However, if similar private school voucher programs are enacted in the future, private schools may become more desirable, due to the availability of financial assistance. If private school vouchers are provided for in the State, this may lead to the organization of more private schools and increased competition for the Charter School. See "Competition for Students" above.

MDE Rulemaking

MDE has the ability to promulgate administrative rules that relate to the operation of public schools (including charter schools such as the Charter School). The rulemaking authority of MDE is broad and could affect the operations of public schools, such as the Charter School, in the future. Any future increase in the scope or amount of rules promulgated by MDE in the future that affect the operations of the Charter School could have the result of increasing reporting requirements, increasing operational costs, increasing legal and professional costs, or affecting the operations of the Charter School in a way that cannot be determined at this time.

Education Reform and Desegregation Litigation

The operations of the Charter School could be adversely affected in the future by judicial decisions relating to education reform litigation and/or litigation relating to segregation in public schools in Minnesota. Cases could be filed in Minnesota and federal court in the future that could alter the operations of public schools in Minnesota (including the Charter School) in the future. An example of this type of possible litigation is the *Cruz-Guzman v. State of Minnesota* desegregation litigation filed in Hennepin County in late 2015. The three parties in the *Cruz-Guzman* suit are (1) the Plaintiffs, consisting of *Cruz-Guzman* and other parents of children attending Minneapolis and St. Paul public schools; (2) the Intervenors, consisting of three Minnesota charter schools and the Minnesota Association of Charter Schools; and (3) the State Defendants, consisting of the State of Minnesota, the Governor, and other officials, represented by the Minnesota Attorney General's Office. The Plaintiffs accused the State and lawmakers and other officials of enabling school segregation in the seven-county metro area that denied

students of color an adequate education. In January 2016, the State moved to dismiss the lawsuit on the basis that the District Court lacked subject matter jurisdiction and that the Plaintiffs' Complaint failed to properly state a claim. After a hearing in April 2016, the District Court dismissed the Complaint only as to then-Governor Dayton, State Senator Sandra L. Pappas, and State Representative Kurt Daudt on the basis that they were entitled to legislative immunity under the Speech or Debate Clause of the Minnesota Constitution. The District Court also dismissed one of the claims under the Minnesota Human Rights Act, concluding that the Plaintiffs lacked standing to assert such a claim. Otherwise, the District Court denied the State's motion to dismiss and their request for more defined claims. The remaining State defendants appealed the District Court's decision to the Minnesota Court of Appeals on several grounds and also requested that the Court of Appeals review the District Court's refusal to dismiss the Plaintiffs' claims on the merits. In response, the Plaintiffs moved the Court of Appeals to dismiss the State's appeal.

On April 13, 2017, the Court of Appeals reversed the District Court's decision, deciding to dismiss the remaining claims, citing that Plaintiffs' claims that minority students do not receive an adequate education is a political question that the courts cannot address. The Court of Appeals stated "[W]hile we share the desire of respondents, and indeed of all Minnesotans, for an excellent system of public education, the establishment of qualitative standards necessary to achieve that laudable goal is entrusted to the elected representatives in our legislature and local branches of government." On April 14, 2017, an appeal was made to the Minnesota Supreme Court. The Minnesota Supreme Court granted review and heard oral arguments on this matter on January 9, 2018.

On July 25, 2018, the Minnesota Supreme Court issued its opinion reversing the Court of Appeals' decision. The Minnesota Supreme Court held that Minnesota courts may address claims regarding whether the legislature has violated its duty under the Education Clause or violated the Equal Protection or Due Process Clauses of the Minnesota Constitution. In a November 2018 ruling, the Minnesota District Court in Hennepin County allowed the litigation to move forward as a class action focusing on all types of racial imbalance. The Charter School is not a direct party to the litigation.

After the ruling, the parties to the Cruz-Guzman litigation commenced a period of mediation that has resulted in a potential resolution that involved the adoption of legislation intended to address school segregation. On April 9, 2021, H.F. 2471, a Minnesota House bill incorporating the terms agreed to by the parties during mediation, was introduced to the Minnesota legislature. The bill has five main components:

1. A five-tiered model of identifying students based on multiple economic and social measures. Tiers four and five represent the most challenging environments. Homeless students are identified as tier five regardless of where they reside.

2. Establishment of categories of districts, traditional public schools, and charter schools that must participate in a culturally responsive teaching, inclusion, and integration program and the parameters of participation

3. A voluntary metro-wide integration program, which provides additional funding to both serving and resident districts that participate.

4. A diverse magnet school program, which provides additional funding to hosting and resident districts and full state reimbursement for transportation; and

5. A statewide family information system that presents data and facilitates school-by-school comparisons, as well as a repository of evidence-based strategies to improve outcomes and eliminate disparities for historically underserved populations.

The bill also sets forth the appropriations necessary to implement the proposed programs. It is estimated that the programs will cost $125 million in 2022-23, and $127 million in 2024-25, with much of this cost being focused on student transportation outside of existing district boundaries.

It is not clear whether this legislation will be adopted by the Minnesota legislature. It is also not clear how it will impact charter schools. It is anticipated that charters that are identified as racially segregated will be required to provide a plan to their authorizers detailing steps the school proposes taking to reduce segregation. However, it is not clear whether any of the appropriated funds for this program will be made available to charter schools to utilize for this purpose.

In the meantime, the plaintiffs, in December, 2021, brought a motion for summary judgment at the District Court level for a ruling that the existing segregation constitutes a de facto violation of the Education Clause of the Minnesota Constitution. The District Court denied the motion, but certified the issue for immediate appeal to the Minnesota Supreme Court. Briefs on this issue were filed with the Minnesota Supreme Court in January 2022. No hearing is currently set, although a hearing would be anticipated at some point in the coming months. If H.F. 2471 is adopted, the litigation would become moot and the case would be dismissed.

The Minnesota Supreme Court's ruling allows Cruz-Guzman, and similar cases that may be brought as a challenge to the adequacy of the Minnesota public education system, to be decided in the future by Minnesota courts. Further education reform and/or desegregation litigation in the Minnesota courts may take a long time to resolve and the outcome of any such litigation cannot be known at this time.

Redemption Prior to Maturity

The Series 2022 Bonds are subject to redemption at the option of the Company and in the event of certain occurrences. See "THE SERIES 2022 BONDS – Redemption of Series 2022 Bonds" in this Official Statement.

Forward-Looking Statements

This Official Statement contains certain statements that are "forward-looking" statements within the meaning of Section 27A of the Securities Act of 1933, as amended and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical facts included in this Official Statement, including without limitation statements that use terminology such as "estimate," "plan," "budget," "expect," "intend," "anticipate," "believe," "may," "will," "continue," and similar expressions, are forward-looking statements. These forward-looking statements include, among other things, the discussions related to the Charter School's operations and expectations regarding student enrollment, future operations, revenues, capital resources, and expenditures for capital projects. Although the Company and the Charter School believe that the assumptions upon which the forward-looking statements contained in this Official Statement are based are reasonable, any of the assumptions could prove to be inaccurate and, as a result, the forward-looking statements based on those assumptions also could be incorrect. All phases of the operations of the Company and the Charter School involve risks and uncertainties, many of which are outside the control of the Company and the Charter School and any one of which, or a combination of which, could materially affect the results of the Company's or the Charter School's operations and whether the forward-looking statements ultimately prove to be correct. Factors that could cause actual results to differ from those expected include, but are not limited to, general economic conditions such as inflation and interest rates, both nationally and in Minnesota where the School Facilities are located; the willingness of the State to fund charter school operations at present or increased levels; competitive conditions within the Charter School's market, including the acceptance of the education services offered by the Charter School; lower enrollments than projected; unanticipated expenses; the capabilities of the Charter School's management; changes in government regulation of the education industry or in the Charter School Act;

future claims for accidents at the School Facilities' site and the extent of insurance coverage for such claims; and other risks discussed in this Official Statement.

No representation or assurance can be given that the Company will realize revenues in amounts sufficient to make the required payments under the Loan Agreement or that the Charter School will realize revenues in an amount sufficient to make the required payments under the Leases. No market study or demand analysis has been prepared for the Charter School to analyze the existing or future demand for the Charter School's educational services. The realization of future Revenues is dependent upon, among other things, the matters described in the foregoing paragraphs and future changes in economic and other conditions that are unpredictable and cannot be determined at this time. The Underwriter makes no representation as to the accuracy of the projections contained herein or as to the assumptions on which the projections are based.

Additional Indebtedness

The Loan Agreement places certain restrictions on the incurrence of indebtedness by the Company and requires the Company to impose certain restrictions on the Charter School pursuant to the Leases or the Pledge Agreement. The Company has covenanted in the Loan Agreement that it will not incur any indebtedness other than the Series 2022 Bonds or Additional Bonds issued pursuant to the Indenture without the prior written consent of the Majority Bondholder, and amendment to the Pledge Agreement and the Mortgage providing for such additional Indebtedness. In the Pledge Agreement, the Charter School has covenanted that it will only incur Long-Term Indebtedness, Short-Term Indebtedness, or Purchase Money Indebtedness in accordance with the restrictions imposed by the Loan Agreement and Pledge Agreement. See "SECURITY FOR THE SERIES 2022 BONDS – Additional Bonds" and "– Additional Indebtedness" in this Official Statement.

Cybersecurity Risks

The Charter School's services and systems may be critical to operations or involve the storage, processing and transmission of sensitive data, including valuable intellectual property, other proprietary or confidential data, regulated data, and personal information of employees, students and others. Successful breaches, employee malfeasance, or human or technological error could result in, for example, unauthorized access to, disclosure, modification, misuse, loss, or destruction of the Charter School's or other third party data or systems; theft of sensitive, regulated, or confidential data including personal information and intellectual property; the loss of access to critical data or systems; service or system disruptions or denials of service.

Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Series 2022 Bonds. In order for potential investors to identify risk factors and make an informed decision, potential investors should be thoroughly familiar with this entire Official Statement and the appendices hereto.

CHARTER SCHOOL FUNDING IN MINNESOTA

State Payments

As further described in "APPENDIX B – MINNESOTA LAWS RELATING TO CHARTER SCHOOLS – Funding for Charter Schools," State charter schools receive funding from state, local, and federal sources. The primary source of funding for State charter schools is State funding. The various

types of State funding distributed to a State charter school can be divided conceptually into several main categories: (i) General Education Revenue, (ii) transportation revenue, (iii) special education revenue, (iv) Building Lease Aid, (v) compensatory aid, and (vi) other state funding.

General Education Revenue. General Education Revenue is paid to a charter school as though it were a traditional school district. The amount is distributed from the State through a statutory formula. In Minnesota, funding is determined by pupil units, or a Minnesota resident pupil under age 21. The system of pupil units, as defined by Minn. Stat. §126C.05 subd. 1, is applied to a charter school by first determining the Average Daily Membership of students in each grade level. Average Daily Membership is a pupil count that reflects actual student enrollment over the school year. It is determined by calculating the sum for all pupils of the number of days in the charter school's school year that each pupil is enrolled, divided by the number of days the charter school is in session. In the 2013 Legislative session, the State Legislature changed the Average Daily Membership formula to create funding for all-day every-day kindergarten. The new formula went into effect for fiscal year 2017. For fiscal year 2017 and thereafter, the Average Daily Membership is multiplied by the following factor to determine the pupil units:

(i) a kindergarten pupil who is enrolled in a free all-day, every day kindergarten program available to all kindergarten pupils at the pupil's school is counted as 1.0 pupil units;
(ii) a kindergarten pupil that is not enrolled in a free all-day, every day kindergarten program available to all kindergarten pupils at the pupil's school is counted as .55 pupil units.
(iii) a pupil in grades 1-6 is counted as 1.0 pupil units;
(iv) a pupil in grades 7-12 is counted as 1.2 pupil units;
(v) a pupil in postsecondary enrollment programs is counted as .12 units.

Under Minnesota law, basic revenue for each district equals the formula allowance multiplied by the adjusted marginal cost pupil units for the school year. The State Legislature generally determines the amount of aid per pupil in odd numbered years. For the 2021 legislative session, the legislature increased the formula allowance by 2.45% for fiscal year 2021-2022 and 2.0% for fiscal year 2022-2023, resulting in state per pupil funding of $6,727 and $6,863 for the 2021-2022 and 2022-2023 fiscal years, respectively. The amount of aid per pupil unit for the next school year, the current school year, and the past ten fiscal school years, as provided by the State Legislature, is as shown on the following table:

Fiscal Year	State Per Pupil Funding*
2022-2023	$6,863
2021-2022	6,727
2020-2021	6,566
2019-2020	6,438
2018-2019	6,312
2017-2018	6,188
2016-2017	6,067
2015-2016	5,948
2014-2015	5,831
2013-2014	5,302
2012-2013	5,224
2011-2012	5,174
2010-2011	5,124

**Reflects the basic formula allowance only, including transportation. Excluded components include sparsity, operating capital, training & experience, equity, referendum equalization, and gifted & talented.*

A charter school's membership is broken down into the number of students in each category and the number is multiplied by the relevant pupil units. The State allocates the applicable funding level for the charter school according to the total number of pupil units.

The formula is defined as the State traditional school district average general education revenue per pupil unit, plus the referendum equalization aid allowance in the pupil's district of residence, minus a transportation allowance, which is an amount equal to the product of the formula allowing according to State law, multiplied by 0.0466, calculated without basic skills revenue, extended time revenue, alternative teacher compensation revenue, and transportation sparsity revenue, plus basic skills revenue, extended time revenue, basic alternative teacher compensation aid according to State law, and transition revenue as though the charter schools were a traditional school district. In the 2015 Legislative session, the State Legislature approved extended time revenue for charter schools at the rate of $17 per pupil unit beginning in fiscal year 2015-2016; however, this amount has steadily decreased and in 2019-2020 was at a rate of $14 per pupil unit.

Transportation Revenue. Transportation revenue must be paid to a charter school that provides transportation. In addition to the general revenue calculated in the manner set forth in the previous paragraph, a charter school providing transportation services must receive general education aid equal to the sum of the product of an amount equal to the product of the formula allowance defined under Minn. Stat. § 126C.10, subd. 2, multiplied by 0.0466 plus the transportation sparsity allowance for the school district in which the charter school is located times the adjusted marginal cost pupil units, plus the product of $300 times the extend time marginal cost pupil units.

Special Education Revenue. Special education revenue must be paid for each child with a disability. A charter school must be paid special education revenue as though it were a school district. The aid is equal to the State total special education aid multiplied by the ratio of the resident school district's initial special education aid to the State total initial special education aid.

In the 2013 Legislative session, the State Legislature changed how charter schools were reimbursed for the portion of the aid paid by the resident school district of the student, also referred to as Tuition Billing. Charter schools will be responsible for 10% of the Tuition Billing amount that would have been charged to the resident district, which equates to approximately 4-6% of special education costs.

Building Lease Aid. Building Lease Aid may be distributed to a charter school if the school finds that it is economically advantageous to rent or lease a building or land for any instructional purposes and determines that the total operating capital revenue is insufficient for its purposes. The Commissioner must review the school's request for aid and determine (a) whether the request is reasonable based on price of current market values, (b) whether the request conforms to applicable State laws and rules, and (c) the appropriateness of the lease in regards to the circumstances and needs of the charter school.

The amount of Building Lease Aid per pupil unit served for a charter school for any year shall not exceed the lesser of:

(i) 90 percent of the approved lease cost; or
(ii) the product of the pupil units served for the current school year times $1,314.

See also "APPENDIX B – MINNESOTA LAWS RELATING TO CHARTER SCHOOLS – Funding for Charter Schools" in this Official Statement.

Compensatory Aid. Compensatory aid is distributed to a charter school based on the number of students who receive free or reduced lunch. See "APPENDIX B – MINNESOTA LAWS RELATING TO CHARTER SCHOOLS" in this Official Statement.

Other State Aid. The State also provides aid to charter schools in several other categories, including Limited English Proficiency.

In addition, the 2015 State Legislative session adopted new funding for Long Term Facilities Maintenance Revenue. See "APPENDIX C – BUDGET PROJECTION" in this Official Statement.

Receipt of State Funding. A charter school receives 90% of its aid in twenty-three (23) payments between July and June. The remaining 10% holdback of each charter school's allocated State aid, as adjusted for fluctuations in pupil enrollment, will be distributed to each charter school the following July and October.

If a charter school ceases operations prior to June 30 of a school year, the Commissioner shall withhold the estimated State aid owed to the charter school. The charter school board of directors and the authorizer must submit to the Commissioner a closure plan and financial information about the charter school's liabilities and assets. After receiving the closure plan, financial information, an audit of pupil counts, and documentation of lease expenditures, the Commissioner may release cash withheld and may continue regular payments if amounts are owed.

The Commissioner may reduce a charter school's State aid under Minn. Stat. §§ 127A.42 or 127A.43 if the charter school board fails to correct any violations. The Commissioner may reduce a charter school's State aid by an amount not to exceed sixty percent of the charter school's basic revenue for the period of time that a violation of law occurs.

A charter school is eligible to receive other aids, grants, and revenue as if it were a school district. A charter school, however, may not receive aid, a grant, or revenue if a levy is required to obtain the money, or if the aid, grant, or revenue replaces levy revenue that is not general education revenue. A charter school may receive money from any source for capital facility needs. The charter school, however, may not use money received from the State to purchase land or buildings. The board of directors of a charter school may not levy taxes or issue bonds to receive funds.

Tort Liability. Under State law, a charter school is subject to the same limits on tort liability as a traditional public school district or other municipality.

See "APPENDIX B – MINNESOTA LAWS RELATING TO CHARTER SCHOOLS" in this Official Statement for a more complete discussion of the Minnesota laws governing charter schools.

AUDITED FINANCIAL STATEMENTS OF THE CHARTER SCHOOL

The audited financial statements for the Charter School as of and for the Fiscal Year ended June 30, 2021 (the "Audited Financial Statements"), are included in APPENDIX D to this Official Statement. These are the most recent audited financial statements available for the Charter School. The Audited Financial Statements were audited by Abdo, Minneapolis, Minnesota, independent certified public accountants (the "Auditor"), as stated in their report thereon. Abdo, an independent auditor, has not been engaged to perform and has not performed, since the date of its reports included in APPENDIX D to this Official Statement, any procedures on the financial statements addressed in those reports. The Auditor also has not performed any procedures relating to this Official Statement. The financial statements of the Company are not included in this Official Statement because the Company does not have significant financial resources and is not anticipated to have significant assets other than the School Facilities. It is expected that the financial statements of the Company will be included in a consolidated schedule to the Charter School in the future. See "APPENDIX D – AUDITED FINANCIAL STATEMENTS OF THE CHARTER SCHOOL FOR THE FISCAL YEAR ENDED JUNE 30, 2021" in this Official Statement.

UNAUDITED FINANCIAL STATEMENTS OF THE CHARTER SCHOOL

APPENDIX E to this Official Statement contains the unaudited financial statements of the Charter School as of and for the eleven-month period ended May 31, 2022. The unaudited financial statements contained in APPENDIX E have been prepared by the Charter School's finance manager, BerganKDV, and have not been reviewed, audited, or examined by any independent accounting firm. See "APPENDIX E – UNAUDITED INTERIM FINANCIAL STATEMENTS OF THE BORROWER FOR THE ELEVEN-MONTH PERIOD ENDED MAY 31, 2022" in this Official Statement.

THE BUDGET PROJECTION

The Charter School has prepared the budget projection and related assumptions included in APPENDIX C to this Official Statement. The Budget Projection is based on the assumptions made by management of the Charter School as to, among other things, future enrollment levels, future costs and future revenues. The Budget Projection is for the fiscal years of the Charter School ending June 30, 2022 through June 30, 20[__]. The Budget Projection (including the notes thereto) should be read in its entirety.

The Budget Projection is based on various assumptions that represent only the beliefs of the Charter School's management as to the most probable future events and are subject to material uncertainties. The Budget Projections assume that the Charter School and the Authorizer will renew the Charter Contract (after the expiration of the current term ending on June 30, 2023) through the period of the Budget Projection. No assurances can be given that the Charter School will, in fact, be able to generate sufficient revenue and attain the enrollment levels as stated in the Budget Projection, and variations from the Budget Projection for each of such matters should be expected to occur. Accordingly, the operations and financial condition of the Charter School in the future will inevitably vary from those set forth in the Budget Projection, and such variance may be material and adverse. See "BONDHOLDERS' RISKS – Budget Projection" in this Official Statement.

The Charter School has not assumed any responsibility after the issuance of the Series 2022 Bonds to update the Budget Projection or to provide any financial forecasts or projections in the future. The Underwriter and the Issuer have made no independent inquiry as to the assumptions on which the Budget Projection is based and assume no responsibility therefor. See "APPENDIX C – BUDGET PROJECTION" in this Official Statement.

TAX MATTERS

[[TO BE UPDATED BY BOND COUNSEL]]

Tax Exemption of the Series 2022A Bonds

In the opinion of Taft Stettinius & Hollister LLP as Bond Counsel to the Issuer, under existing State of Minnesota (the "State") and federal laws, regulations, rulings, and decisions in effect on the date of delivery of the Series 2022A Bonds (which excludes pending legislation which may have a retroactive effect), and assuming continuing compliance by the Issuer, the Company and the Charter School with covenants made to satisfy requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Series 2022A Bonds is not includable in gross income for federal income tax purposes and, to the same extent, is not includable in taxable net income of individuals, estates, and trusts for State income tax purposes. Interest on the Series 2022A Bonds is subject to the State franchise tax imposed on corporations, including financial institutions. Interest on the Series 2022B Bonds is taxable as ordinary income for federal income tax purposes.

In expressing its opinion, Bond Counsel will rely on an opinion of Dorsey & Whitney LLP, as counsel to the Company, to the effect that, among other things: (i) the Company and the Charter School are Minnesota nonprofit corporations and are organizations described in Section 501(c)(3) of the Code and exempt from federal income taxation under Section 501(a) of the Code; and (ii) to the best of its knowledge after reasonable investigation consisting of interviews with officers of the Company and the Charter School most likely to have relevant information as of the date thereof, no portion of the facilities financed with the proceeds of the Series 2022A Bonds is to be used in or for any unrelated trade or business of the Company or the Charter School, determined by applying Section 513(a) of the Code.

The Code establishes certain requirements (the "Federal Tax Requirements") that must be satisfied subsequent to the issuance of the Series 2022A Bonds in order that interest on the Series 2022A Bonds will continue to be excluded from gross income for federal income tax purposes. The Federal Tax Requirements include, but are not limited to, requirements relating to the expenditure of proceeds of the Series 2022A Bonds, requirements relating to the operation of the facilities financed by the Series 2022A Bonds, restrictions on the investment of proceeds of the Series 2022A Bonds prior to expenditure, and the requirement that certain earnings on the "gross proceeds" (as defined in the Code) of the Series 2022A Bonds be paid to the federal government. Noncompliance with the Federal Tax Requirements may cause interest on the Series 2022A Bonds to become subject to federal and State income taxation retroactive to their date of issue irrespective of the date on which such noncompliance occurs or is ascertained. In expressing its opinion, Bond Counsel will assume compliance by the Issuer, the Company, the Charter School, and the Trustee with the tax covenants contained in the Loan Agreement, the Tax Certificate, the Tax Regulatory Agreement, and the Indenture.

Other Federal Tax Considerations

Interest on the Series 2022A Bonds may be included in the income of a foreign company for purposes of the branch profits tax imposed by Section 884 of the Code. In the case of an insurance company subject to the tax imposed by Section 831 of the Code, the amount which otherwise would be taken into account as losses incurred under Section 832(b)(5) of the Code must be reduced by an amount equal to the applicable percentage of the interest to be paid on the Series 2022A Bonds that is received or accrued during the taxable year. For purposes hereof, the applicable percentage is 5.25% divided by the highest rate in effect under Section 11(b) of the Code. Under the circumstances described in Section 86 of the Code, recipients of certain social security and railroad retirement benefits may be required to take into account interest on the Series 2022A Bonds in determining the taxability of such benefits. Passive investment income, including interest on the Series 2022A Bonds, may be subject to federal income taxation under Section 1375 of the Code for an S corporation that has Subchapter C earnings and profits at the close of the taxable year if greater than twenty-five percent of its gross receipts is passive investment income. The Series 2022A Bonds have not been designated by the Issuer as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

Bond Premium

The Series 2022A Bonds having a stated maturity of June 1, 20__ (the "Premium Bonds"), have been sold to the public at an amount in excess of the stated redemption price at maturity. Such excess of the purchase price of such Premium Bonds over the stated redemption price at maturity constitutes original issue premium with respect to such Premium Bonds. A purchaser of a Premium Bond must amortize any original issue premium over the term of such Premium Bond using constant yield principles, based on the purchaser's yield to maturity. As original issue premium is amortized, the purchaser's basis in such Premium Bond is reduced by a corresponding amount, resulting in an increase in the gain (or a decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is

allowed. Purchasers of any Premium Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such Premium Bonds.

Holders of Premium Bonds should consult their tax advisors with respect to computation and accrual of original issue discount and with respect to the state and local tax consequences of owning Discount Bonds and Premium Bonds.

Original Issue Discount

The Series 2022A Bonds having a stated maturity of June 1, 20__ (the "Discount Bond") are being sold at a discount from the principal amount payable on such Series 2022A Bonds at maturity. The difference between the price at which a substantial amount of the Discount Bonds of a given maturity is first sold to the public (the "Issue Price") and the principal amount payable at maturity constitutes "original issue discount" under the Code. The amount of original issue discount that accrues to a holder of a Discount Bond under section 1288 of the Code is excluded from federal gross income and from State taxable net income of individuals, estates, and trusts to the same extent that stated interest on such Discount Bond would be so excluded. The amount of the original issue discount that accrues with respect to a Discount Bond under section 1288 is added to the owner's federal and State tax basis in determining gain or loss upon disposition of such Discount Bond (whether by sale, exchange, redemption or payment at maturity). Original issue discount is taxable under the State franchise tax on corporations and financial institutions.

Interest in the form of original issue discount accrues under section 1288 pursuant to a constant yield method that reflects semiannual compounding on dates that are determined by reference to the maturity date of the Discount Bond. The amount of original issue discount that accrues for any particular semiannual accrual period generally is equal to the excess of (1) the product of (a) one-half of the yield on such Bonds (adjusted as necessary for an initial short period) and (b) the adjusted issue price of such Bonds, over (2) the amount of stated interest actually payable. For purposes of the preceding sentence, the adjusted issue price is determined by adding to the Issue Price for such Bonds the original issue discount that is treated as having accrued during all prior semiannual accrual periods. If a Discount Bond is sold or otherwise disposed of between semiannual compounding dates, then the original issue discount that would have accrued for that semiannual accrual period for federal income tax purposes is allocated ratably to the days in such accrual period.

If a Discount Bond is purchased for a cost that exceeds the sum of the Issue Price plus accrued interest and accrued original issue discount, the amount of original issue discount that is deemed to accrue thereafter to the purchaser is reduced by an amount that reflects amortization of such excess over the remaining term of such Bond.

Except for the State rules described above, no opinion is expressed as to state and local income tax treatment of original issue discount. It is possible under certain state and local income tax laws that original issue discount on a Discount Bond may be taxable in the year of accrual, and may be deemed to accrue differently than under federal law.

Holders of Discount Bonds should consult their own advisors with respect to computation and accrual of original issue discount and with respect to the State and local tax consequences of owning such Discount Bonds.

The Series 2022B Bonds

Interest to be paid on the Series 2022B Bonds is includable in gross income of the recipient for federal income tax purposes and in taxable net income of individuals, estates and trusts for Minnesota income tax purposes, and is subject to Minnesota franchise taxes imposed on corporations and financial institutions.

Legislative Proposals

Bond Counsel's opinion is given as of its date and Bond Counsel assumes no obligation to update, revise, or supplement such opinion to reflect any changes in facts or circumstances or any changes in law that may hereafter occur. Proposals are regularly introduced in both the United States House of Representatives and the United States Senate that, if enacted, could alter or affect the tax-exempt status of municipal bonds. For example, the recent federal tax reform legislation (formerly known as the Tax Cuts and Jobs Act) signed by President Trump as of December 22, 2017, significantly changed the income tax rates for individuals and corporations and modified the alternative minimum tax for tax years beginning after December 31, 2017, and altered other existing tax law in a manner that may affect the market price for, or marketability of, the Series 2022A Bonds. Prospective purchasers of the Series 2022A Bonds should consult their own tax advisors regarding the impact of any such change in law.

The above is not a comprehensive list of all federal tax consequences which may arise from the receipt of interest on the Series 2022A Bonds. The receipt of interest on the Series 2022A Bonds may otherwise affect the federal or state income tax liability of the recipient based on the particular taxes to which the recipient is subject and the particular tax status of other items or deductions. Bond Counsel expresses no opinion regarding any such consequences. All prospective purchasers of the Series 2022 Bonds are encouraged to consult with their personal tax advisors as to the tax consequences of, or tax considerations for, purchasing or holding the Series 2022 Bonds.

BOND RATING

S&P has assigned a rating of "[___]" ([_____] outlook) to the Series 2022 Bonds. Such rating reflects only the views of S&P and any desired explanation of the significance of such, should be obtained from S&P at 55 Water Street, New York, New York 10041. Generally, rating agencies base their ratings on the information and materials furnished to them and on investigations, studies and assumptions of their own. There is no assurance that any such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if, in the judgment of such agency, circumstances so warrant. Any such downward revision or withdrawal may have an adverse effect on the market price of the Series 2022 Bonds. SEE "BONDHOLDER'S RISKS – Maintenance of Credit Rating" above in this Official Statement.

UNDERWRITING

The Series 2022 Bonds will be purchased by Robert W. Baird & Co. Incorporated, St. Paul, Minnesota (the "Underwriter"). The Underwriter has agreed to purchase the Series 2022A Bonds for a purchase price of $_____, which amount represents the principal amount of the Series 2022A Bonds ($_____), less the Underwriter's discount of $_____, [plus/less] an original issue [premium/discount] of $_____. The Underwriter has agreed to purchase the Series 2022B Bonds for a purchase price of $_____, which amount represents the principal amount of the Series 2022B Bonds ($_____), less the Underwriter's discount of $_____. The Underwriter is purchasing the Series 2022 Bonds pursuant to the terms of a Bond Purchase Agreement (the "Bond Purchase Agreement") between the Issuer, the Charter School, the

Company, and the Underwriter. The Bond Purchase Agreement also provides that the Company will pay miscellaneous out-of-pocket expenses of the Underwriter. The Bond Purchase Agreement provides that the Underwriter will purchase all Series 2022 Bonds if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement, the approval of certain legal matters by counsel, and certain other conditions. Expenses associated with the issuance of the Series 2022 Bonds are being paid by the Company from proceeds of the Series 2022 Bonds. The right of the Underwriter to receive compensation in connection with the Series 2022 Bonds is contingent upon the actual sale and delivery of the Series 2022 Bonds. The initial offering prices set forth on the inside front cover page hereof may be changed from time to time by the Underwriter. The Underwriter reserves the right to join with dealers and other investment banking firms in offering the Series 2022 Bonds to the public. The Charter School and the Company have agreed under the Bond Purchase Agreement to indemnify the Underwriter and the Issuer against certain liabilities, including certain liabilities under federal and State securities laws.

CONTINUING DISCLOSURE

Rule 15c2-12, promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, imposes continuing disclosure obligations on the issuers of certain state and municipal securities to permit participating underwriters to offer and sell the issuer's securities. In order to comply with the requirements of Rule 15c2-12, the Company, the Charter School, and U.S. Bank Trust Company, National Association, as dissemination agent, will enter into a Continuing Disclosure Agreement, dated as of August 1, 2022. See "APPENDIX H – FORM OF CONTINUING DISCLOSURE AGREEMENT" in this Official Statement.

In connection with the issuance of the Series 2013 Bonds, the Company and the Charter School entered into a Continuing Disclosure Agreement (the "Prior Continuing Disclosure Agreement"), between the Company, the Charter School and the dissemination agent named therein. **[[TO BE UPDATED UPON RECEIPT AND REVIEW OF DISCLOSURE COMPLIANCE REPORT]]** [The Company and the Charter School believe that they have complied with the Prior Continuing Disclosure Agreement in the last five years.] [During the last five years, the Company and the Charter School had instances of non-compliance related to their continuing disclosure obligations in the Prior Continuing Disclosure Agreement, as described below:] The Prior Continuing Disclosure Agreement is the only undertakings the Company and the Charter School were a party to in the last five years.

In connection with the issuance of the Series 2022 Bonds, the Borrower has engaged the Dissemination Agent to ensure compliance with the Prior Disclosure Agreements and the Continuing Disclosure Agreement going forward. In addition, the Borrower is identifying procedures to ensure that information required under the Prior Disclosure Agreements and the Continuing Disclosure Agreement are filed in a timely manner. See "BONDHOLDERS' RISKS – Failure to Provide Ongoing Disclosure" in this Official Statement.

The Issuer does not have any obligation with respect to the Continuing Disclosure Agreement because the Issuer is not an "obligated party" under the terms of Rule 15c2-12. The Issuer will not monitor the compliance by the Company or the Charter School with the terms of the Continuing Disclosure Agreement.

ENFORCEABILITY OF OBLIGATIONS

On the date of delivery of the Series 2022 Bonds, Taft Stettinius & Hollister LLP Minneapolis, Minnesota, Bond Counsel to the Issuer, will deliver its opinion, dated the delivery date, that the Series 2022

Bonds, the Loan Agreement, the Bond Purchase Agreement, and the Indenture, assuming due authorization and execution by the other parties thereto, are valid and legally binding on the Issuer, enforceable against the Issuer in accordance with their respective terms. Dorsey & Whitney LLP, Minneapolis, Minnesota, as counsel to the Company and the Charter School, will deliver its opinion that the Loan Agreement, THE Disbursing Agreement, the Tax Certificate, the Tax Regulatory Agreement, the Mortgage, the SNDA, the Leases, the Assignment of Lease, the Bond Purchase Agreement, and the Continuing Disclosure Agreement, are valid and legally binding agreements of the Company each enforceable in accordance with their respective terms, and that the Leases, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Tax Certificate, the Tax Regulatory Agreement, the Account Control Agreement, Intercreditor Agreement, the SNDA and the Pledge Agreement are valid and legally binding agreements of the Charter School, each enforceable in accordance with their respective terms. The foregoing opinions will be generally qualified to the extent that the enforceability of the respective instruments may be limited by laws, decisions and equitable principles affecting remedies and by bankruptcy or insolvency or other laws, decisions and equitable principles affecting creditors' rights generally. While the Series 2022 Bonds are secured or payable pursuant to the Indenture, the Loan Agreement, the Mortgage, the Leases, and the Pledge Agreement, the practical realization of payment from any security will depend upon the exercise of various remedies specified in the respective instruments. These and other remedies are dependent in many respects upon judicial action, which is subject to discretion and delay. Accordingly, the remedies specified in the above documents may not be readily available or may be limited.

LEGAL MATTERS

Legal matters incident to the issuance and sale of the Series 2022 Bonds and with regard to the tax-exempt status of interest on the Series 2022A Bonds under existing laws are subject to the legal opinion of Taft Stettinius & Hollister LLP Minneapolis, Minnesota, as Bond Counsel. Certain other legal matters in connection with the Series 2022 Bonds will be passed on for the Underwriter by its counsel, Ballard Spahr LLP, Minneapolis, Minnesota, and for the Company and the Charter School by their counsel, Dorsey & Whitney LLP, in Minneapolis, Minnesota.

RELATIONSHIPS AMONG THE PARTIES

In connection with the issuance of the Series 2022 Bonds, the Issuer, the Company, the Charter School, and the Underwriter are being represented by the attorneys or law firms identified above under the heading "LEGAL MATTERS" and Taft Stettinius & Hollister LLP is acting as Bond Counsel. In other transactions not related to the Series 2022 Bonds, each of these attorneys or law firms may have acted as Bond Counsel or Disclosure Counsel or represented the Issuer, the Company, the Charter School, or the Underwriter or their affiliates, in capacities different from those described under "LEGAL MATTERS," and there will be no limitations imposed as a result of the issuance of the Series 2022 Bonds on the ability of any of these firms or attorneys to act as Bond Counsel or Disclosure Counsel or represent any of these parties in any future transactions. Potential purchasers of the Series 2022 Bonds should not assume that the Issuer, the Company, the Charter School and the Underwriter or their respective counsel or Bond Counsel or Disclosure Counsel have not previously engaged in or will not after the issuance of the Series 2022 Bonds engage in, other transactions with each other or with any affiliates of any of them, and no assurances can be given that there are or will be no past or future relationship or transactions between or among any of these parties or these attorneys or law firms.

ABSENCE OF LITIGATION

Issuer

To the actual knowledge of the Issuer, without inquiry or investigation, there is no litigation pending against the Issuer seeking to restrain or enjoin the issuance or delivery of the Series 2022 Bonds, questioning or affecting the legality of the Series 2022 Bonds or the proceedings and authority under which the Series 2022 Bonds are to be issued or questioning the validity or enforceability of the Indenture, the Bond Purchase Agreement or the Loan Agreement.

Company and Charter School

In connection with the issuance of the Series 2022 Bonds, the Company and the Charter School, respectively, have represented that there is no litigation pending, seeking to restrain or enjoin the issuance or delivery of the Series 2022 Bonds or questioning or affecting the legality of the Series 2022 Bonds or the proceedings and authority under which the Series 2022 Bonds are to be issued. There is no litigation pending which in any manner questions the undertaking of the financing by the Company or the Charter School or the validity or enforceability of the Loan Agreement, the Bond Purchase Agreement, the Tax Certificate, the Tax Regulatory Agreement, the Continuing Disclosure Agreement, the Disbursing Agreement, the SNDA, the Account Control Agreement, the Intercreditor Agreement, the Leases, the Assignment of Lease, the Pledge Agreement, or the Mortgage and the other financing documents to which the Company and/or the Charter School, respectively, are parties.

THE TRUSTEE

The Issuer has appointed U.S. Bank Trust Company, National Association, a non-depository trust company, to serve as Trustee. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Official Statement and assumes no responsibility for the nature, contents, accuracy, fairness or completeness of the information set forth in this Official Statement or for the recitals contained in the Indenture or the Series 2022 Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the Issuer of any of the Series 2022 Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Series 2022 Bonds by the Issuer. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Series 2022 Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Series 2022 Bonds, or the investment quality of the Series 2022 Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

MISCELLANEOUS

The foregoing does not purport to be comprehensive or definitive, and all references to any document herein are qualified in their entirety by reference to each such document. All references to the Series 2022 Bonds are qualified in their entirety by reference to the forms thereof and the information with respect thereto included in the aforesaid documents. Copies of these documents are available for inspection during the period of the offering at the offices of the Underwriter in Minneapolis, Minnesota and thereafter at the designated corporate trust office of the Trustee in Minneapolis, Minnesota. In addition to certain information provided herein, all information contained in the Appendices A, B, C, D, and E, along with

information regarding the Budget Projection and projected debt service coverage under the caption "SUMMARY INFORMATION" has been provided by the Charter School or Company or been derived from information provided by the Charter School or Company. The Underwriter makes no representations or warranties as to the accuracy or completeness of the information in any of the Appendices.

The Company, the Charter School, and the Issuer have authorized and approved the use and distribution of this Official Statement, although the Issuer has not reviewed or approved any matters herein and assumes no responsibility for the accuracy or completeness of the information herein except for the information under the caption "THE ISSUER" and "ABSENCE OF LITIGATION – Issuer" in this Official Statement.

Registration of Series 2022 Bonds

Registration or qualification of the offer and sale of the Series 2022 Bonds (as distinguished from registration of the ownership of the Series 2022 Bonds) is not required under the federal Securities Act of 1933, as amended. THE COMPANY ASSUMES NO RESPONSIBILITY FOR QUALIFICATION OR REGISTRATION OF THE SERIES 2022 BONDS FOR SALE UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THE SERIES 2022 BONDS MAY BE SOLD, ASSIGNED, PLEDGED, HYPOTHECATED OR OTHERWISE TRANSFERRED.

Interest of Certain Persons Named in this Official Statement

The fees to be paid to Bond Counsel, counsel to the Company and the Charter School, counsel to the Underwriter, the Trustee, and the Underwriter are contingent upon the sale and delivery of the Series 2022 Bonds.

Official Statement Certification of the Company and the Charter School

The preparation of this Official Statement and its distribution has been authorized by the Company and the Charter School. This Official Statement has been "deemed final" by the Charter School and the Company in compliance with the provisions of Rule 15c2-12. This Official Statement is not to be construed as an agreement or contract between the Company or the Charter School and any purchaser, owner or holder of any Series 2022 Bond.

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APPENDIX A

THE COMPANY, THE CHARTER SCHOOL, AND THE SERIES 2022 PROJECT

APPENDIX B

MINNESOTA LAWS RELATING TO CHARTER SCHOOLS

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MINNESOTA LAWS RELATING TO CHARTER SCHOOLS

This APPENDIX B summarizes certain provisions of charter school law in the State of Minnesota ("State"). This appendix provides a summary, for informational purposes only, and should be read in conjunction with other portions of the Official Statement and the complete Charter School Act (as defined below). Potential investors should refer to and independently evaluate such provisions in their entirety, with assistance from counsel, for a complete understanding of their terms. Further, potential investors should note that the provisions summarized below are subject to change, and this summary only pertains to certain aspects of currently existing law.

Introduction

Charter schools in Minnesota are public schools and are a component of the State's system of public education. The Minnesota Charter School Act, Minn. Stat. Chapter 124E (the "Charter School Act"), authorizes the creation and operation of charter schools and includes rules concerning governance of charter schools, the legal status and organization of charter schools, the charter application process, charter school facilities, charter school funding and other requirements to maintain good standing with the State. Pursuant to the Charter School Act, any charter school must receive a written charter contract to operate as a charter school from a designated authorizer. Charter schools are primarily intended to improve pupil learning and student achievement. Additional purposes include to: (1) increase learning opportunities for pupils; (2) encourage the use of different and innovative teaching methods; (3) measure learning outcomes and create different and innovative forms of measuring outcomes; (4) establish new forms of accountability for schools; and (5) create new professional opportunities for teachers, including the opportunity for the learning program at the school site.

In addition to the Charter School Act, charter schools must comply with certain other State and federal law regarding public education. The sections that follow provide additional information relating to the State laws applicable to charter schools.

State Law Charter School Requirements

Authorizer Approval Process (Minn. Stat. § 124E.05)

An applicant seeking to establish a charter school, or to convert an existing school into a charter school, must seek the support and approval of a qualified authorizer. Minnesota law requires that charter schools must be granted a charter by an entity referred to as an authorizer. An eligible authorizer may consist of (1) a school board, intermediate school district board, or education district, (2) certain types of charitable organizations, (3) a Minnesota private college, community college, State university, or technical college governed by the Board of Trustees of the Minnesota State Colleges and Universities, or the University of Minnesota, (4) a nonprofit corporation subject to chapter 317A, described in section 317A.905, and exempt from federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986, or (5) single purpose authorizers that are charitable, nonsectarian organizations formed under section 501(c)(3) of the Internal Revenue Code of 1986 and incorporated in the state of Minnesota as a corporation with no members or as a nonprofit limited liability company whose sole purpose is to charter schools.

To seek approval as an authorizer, an organization must apply to the Commissioner of the Department of Education (the "Commissioner"). The application for approval as an authorizer must demonstrate the applicant's ability to implement the procedures and satisfy the criteria for chartering a school. The Commissioner must approve or disapprove of the application within forty-five (45) business days of the application deadline. After approval as an authorizer, the authorizer is subject to a review by the Commissioner every five years. If the Commissioner finds that an authorizer has not fulfilled its requirements pursuant to State law, the Commissioner may subject the authorizer to corrective action, which may include terminating the Charter Contract of any schools chartered by the authorizer.

To seek approval to charter a specific charter school, an authorizer must file an affidavit with the Commissioner, stating the terms and conditions under which the authorizer would charter a school and how the authorizer intends to oversee the fiscal and student performance of the charter school and how the authorizer would comply with the written contract between the authorizer and the charter school board. The Commissioner must approve or disapprove of the application within sixty (60) business days of receipt of the affidavit.

Charter Contract (Minn. Stat. § 124E.10)

The authorization for a charter school is in the form of a written contract signed by the authorizer and the board of directors of a charter school (the "Charter Contract"). The Charter Contract must be completed within forty-five (45) business days of the Commissioner's approval of the authorizer's affidavit. The authorizer is required to submit a copy of the signed Charter Contract to the Commissioner within ten (10) business days of execution. The Charter Contract must contain: (1) a declaration that the charter school will carry out the primary purpose in § 124E.10 subdivision 1 (to improve pupil learning and student achievement), and how the school will report its implementation of this purpose; (2) a declaration of additional purposes that the school intends to carry out and how the school will report its implementation of those purposes; (3) a description of the school program and specific academic and nonacademic outcomes that pupils must achieve; (4) a statement of admission policies and procedures; (5) a governance, management, and administration plan for the school; (6) signed agreements from charter school board members to comply with all federal and State laws governing organizational, programmatic, and financial requirements applicable to charter schools; (7) the criteria, processes, and procedures that the authorizer will use to monitor and evaluate the fiscal, operational, and academic performance; (8) for contract renewal, the formal written performance evaluation of the school that is a prerequisite for reviewing a Charter Contract; (9) types and amounts of insurance liability coverage to be obtained by the charter school; (10) a provision to indemnify and hold harmless the authorizer and its officers, agents, and employees, as well as the Commissioner and officers, agents, and employees of the Department of Education, from any suits, claim, or liability arising from any operation of the charter school; (11) the term of the initial contract, which may be up to five years plus an additional preoperational planning year, and up to five years for a renewed contract or a contract with a new authorizer if warranted by the school's academic, financial, and operational performance; (12) how the board of directors or the operators of the school will provide special instruction and services for children with a disability and a description of the financial parameters within which the charter school will operate to provide the special instruction and services to a children with a disability; (13) the specific conditions for contract renewal that identify performance under the primary purpose as the most important factor in determining contract renewal; (14) the additional purposes and related performance obligations contained in the charter contract as additional factors in determining contract renewal; and (15) the plan for an orderly closing of the charter school, whether the closure is a termination for cause, a voluntary terminator, or a nonrenewal of the contract, that includes establishing the responsibilities of the charter school board of directors and the authorizer and notifying the Commissioner, authorizer, school district in which the charter school is located, and parents of enrolled students about the closure, information and assistance sufficient to enable the student to re-enroll in another school, the transfer of student records, and procedures for closing financial operations.

Requirements for Charter Schools (Minn. Stat. §§ 124E.03, subds. 2 and 3; 124E.06, subd. 3; 124E.10, subd. 1(b))

A charter school is required to be nonsectarian in its programs, admission policies, employment practices, and all other operations. Charter schools must be able to provide a comprehensive program of instruction for at least one grade or age group from five through 18 years of age. A charter school must comply with statewide accountability requirements governing standards and assessments in Minn. Stat. Chapter 120B. A charter school must design its programs to at least meet the outcomes adopted by the commissioner for public school students. A charter school cannot charge tuition and may only charge fees for specified activities as in Minn. Stat. § 123B.35. A charter school

must comply with all federal, State, and local health and safety requirements applicable to school districts. A charter school must maintain at least the amount of and types of insurance up to the applicable tort liability limits under Minn. Stat. Chapter 466. A charter school must comply with Minn. Stat. §§ 125A.02, 125A.03 – 125A.24, 125A.65 and 125A.75 and rules relating to the education of pupils with disabilities as though the charter school were a school district. A charter school must provide instruction each year for at least the number of hours required by Minn. Stat. § 120A.41. It may provide instruction throughout the year according to Minn. Stat. §§ 124D.12-124D.128.

Eligible Students (Minn. Stat. § 124E.11)

A charter school may limit admission to pupils within an age group or grade level, pupils who are eligible to participate in the graduation incentives program, or residents of a specific geographic area in which the school is located when the majority of students served by the school are members of underserved populations. A charter school must enroll an eligible student who submits a timely application, unless the number of applications exceeds the capacity of a program, class, grade level, or building. If there are too many applications, the students must be accepted by lottery. The charter school must develop and publish, including on its Web site, a lottery policy and utilize that policy when accepting students by lottery. A charter school shall give preference for enrollment to a sibling of an enrolled pupil and to a foster child of that pupil's parents and may give preference for enrolling children of the school's teachers before accepting other pupils by lottery. A person shall not be admitted to a charter school as a kindergarten pupil unless the student is at least 5 years old on September 1 of the calendar year in which the student seeks admission, or as a first grade pupil unless 6 years old on September 1 of the calendar year in which the student seeks admission (but the school may establish and publish a policy for admission of selected students at an earlier age). A charter school may not limit admission to pupils on the basis of intellectual ability, measures of achievement or aptitude, or athletic ability. A charter school shall not distribute any services or goods of value to students, parents, or guardians as an inducement, term, or condition of enrolling a student in a charter school.

Employment (Minn. Stat. §§ 124E.07, subd. 6; 124E.12)

Charter schools must employ or contract with necessary teachers, who hold valid licenses to perform the particular service for which they are employed by the charter school. The charter school's State aid may be reduced if the school employs a teacher who is not appropriately licensed or approved by the State board of teaching. The school may employ necessary employees who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services. The charter school may discharge teachers and nonlicensed employees. When offering employment to a prospective employee, a charter school must give that employee a written description of the terms and conditions of employment and the charter school's personnel policies.

A person, without holding a valid administrator's license, may perform administrative, supervisory, or instructional leadership duties. The board of directors shall establish qualifications for persons who hold administrative, supervisory, or instructional leadership roles. The qualifications shall include at least the following areas: instruction and assessment; human resource and personnel management; financial management; legal and compliance management; effective communication; and board, authorizer, and community relationships. The board of directors shall use those qualifications as the basis for job descriptions, hiring, and performance evaluations of those who hold administrative, supervisory, or instructional leadership roles. The board of directors and an individual who does not hold a valid administrative license and who serves in an administrative, supervisory, or instructional leadership position shall develop a professional development plan. Documentation of the implementation of the development plan of these persons shall be included in the charter school's annual report.

The board of directors must decide and be responsible for policy matters related to the operation of the charter school, including budgeting, curriculum programming, personnel, and operating procedures. The board must adopt a policy on nepotism in employment, and adopt personnel evaluation policies and practices that at a minimum do the following: carry out the school's mission and goals; evaluate the execution of charter contract goals and commitments; evaluate student achievement, postsecondary and workforce readiness, and student engagement and connection goals; establish a teacher evaluation process; and provide professional development related to the individual's job responsibilities.

Background Checks (Minn. Stat. § 123B.03)

A charter school, like other public schools, must request a criminal history background check from the superintendent of the Bureau of Criminal Apprehension on all individuals who are offered employment in a school and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to a school, regardless of whether any compensation is paid. The superintendent of the Bureau of Criminal Apprehension shall conduct the background check by retrieving criminal history data as defined in State law. A school hiring authority, at its discretion, may decide not to request a criminal history background check on an individual who holds an initial entrance license issued by the State board of teaching or the commissioner of education within the 12 months preceding an offer of employment. For all nonstate residents who are offered employment in a school, a school hiring authority shall request a criminal history background check on such individuals from the superintendent of the Bureau of Criminal Apprehension and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation.

Annual Public Reports and Disclosure (Minn. Stat. § 124E.16)

A charter school must publish an annual report approved by the board of directors. The annual report must at a minimum include information on enrollment, student attrition, governance and management, staffing, finances, academic performance, innovative practices and implementation, and future plans. A charter school must distribute the annual report by publication, mail, or electronic means to its authorizer, school employees, and parents and legal guardians of students enrolled in the charter school and must also post the report on the charter school's official web site. The annual reports are public data.

A charter school is subject to the same financial audits, audit procedures, and audit requirements as a school district. Audits must be performed in accordance with generally accepted governmental auditing standards, the federal Single Audit Act, if applicable, and any prescribed minimum procedures for audits.

Review and Comment by an Authorizer (Minn. Stat. §§ 124E.10, subd. 3; 124E.05, subd. 8)

An authorizer is required to provide formal written evaluations of the charter school's performance before the renewal of the Charter Contract. The Commissioner must review and comment on the authorizer's evaluation process at the time the authorizer submits its application for approval and each time the authorizer undergoes its five-year review. The authorizer is required to monitor and evaluate the academic, financial, operational and student performance of the charter school and may assess the charter school a monitoring fee for this service. The monitoring fee must be stated in the Charter Contract.

The fee that an authorizer may annually assess is the greater of (1) the basic formula allowance for that year, or (2) the lesser of: (a) the maximum fee factor multiplied by the basic formula allowance for the year; or (b) the fee factor multiplied by the basic formula allowance for that year times the charter school's adjusted marginal cost pupil units for that year. The fee factor equals .015. The maximum fee factor equals 4.0.

By September 30 of each year, the authorizer must submit to the Commissioner a statement of the income and expenditures related to chartering activities during the previous school year ending June 30.

Transportation (Minn. Stat. § 124E.15)

The State provides a fixed per-pupil amount for transportation aid. By March 1 of each year (or July 1 of the first fiscal year), a charter school must notify the school district in which the charter school is located and the Commissioner if it will provide its own transportation or use the transportation services of the district it is located within. If a charter school elects to use the transportation services of the district, then the charter school's transportation aid is paid directly to the district. If a charter school elects to provide its own transportation to its pupils, the transportation aid is paid directly to the charter school. If the charter school elects to provide transportation to students, the charter school must provide the transportation within the district in which the charter school is located. The charter school may elect to provide transportation beyond its district boundaries; however, the amount of transportation aid to the charter school is not increased.

Although charter schools are not required to provide transportation for students who reside outside of the school district in which the charter school is located, a parent whose family is below the poverty level as determined by the federal government may be entitled to reimbursement by the charter school for costs of transporting a pupil from the pupil's residence to the border of the district in which the charter school is located. The reimbursement must not exceed the pupil's actual cost of transportation or 15 cents per mile traveled, whichever is less. Reimbursement may not be paid for more than 250 miles per week.

If a charter school does not provide transportation, transportation must be provided by the district in which the charter school is located. If the district does provide transportation, the scheduling of routes, manner and method of transportation, control and discipline of the students, and any other matter relating to the transportation falls within the control and discretion of the school district.

Charter Noncompliance and Termination (Minn. Stat. § 124E.10)

A charter school is allowed to continue in duration for the length of the Charter Contract between the charter school and the authorizer. A Charter Contract may be unilaterally terminated or not renewed by the authorizer for: (1) failure to demonstrate satisfactory academic achievement for all students, including the requirements for pupil performance contained in the contract; (2) failure to meet generally accepted standards of fiscal management; (3) violations of law; or (4) other good cause. If an authorizer intends to not renew a contract with a charter school, it must provide written notice to the charter school at least sixty (60) days prior to the proposed nonrenewal or termination. The board of directors of the charter school may make a request to have an informal hearing within fifteen (15) business days of receiving notice of nonrenewal or termination of the contract. Failure to request a hearing will be treated as acquiescence to the proposed action. Upon receiving a request for a hearing, an authorizer shall give ten (10) business days' notice to the charter school's board of directors of the hearing date. The authorizer shall take final action to renew or not renew a contract no later than twenty (20) business days before the proposed date for terminating the contract or the end of the contract.

If the authorizer and the charter school board of directors mutually agree not to renew the Charter Contract, or if the governing board of the authorizer votes to withdraw as an approved authorizer, a change in authorizers is allowed. The authorizer and the school board must jointly submit their intent in writing to the Commissioner to mutually not renew the contract. The authorizer that is a party to the existing Charter Contract must inform the proposed authorizer about the fiscal and operational status and student performance of the charter school, as well as any outstanding contractual obligations. The charter contract between the proposed authorizer and the school must identify and provide a plan to address any of these obligations from the previous contract. The proposed contract must be submitted at least 105 business days before the end of the existing charter contract. The Commissioner will have 30 business days to review and make a determination, after which the proposed authorizer and the school have 15 business days to respond and address any issues identified by the Commissioner. A final determination shall be made no later than 45 business days before the end of the current charter contract. If no change in authorizer is approved, the school and the current authorizer may withdraw their letter of nonrenewal and enter into a new contract. If the transfer is not approved and the current authorizer and school do not withdraw their letter and enter a new contract, the school must be dissolved.

The Commissioner may terminate the Charter Contract, after providing reasonable notice to the board of directors of a charter school and existing authorizer, after providing an opportunity for a public hearing if the charter school has a history of: (1) failure to meet pupil performance requirements; (2) financial mismanagement or failure to meet generally accepted standards of fiscal management; or (3) repeated or major violations of law.

Upon termination of a Charter Contract, a pupil who attended the charter school, siblings of a pupil or another pupil who resides in the same place as the pupil may enroll in the resident district or may submit an application to a nonresident district at any time. The closed charter school must transfer the student's educational records within ten (10) business days of closure to the student's school district of residence where the records must be retained or transferred.

If the Charter Contract is not renewed or is unilaterally terminated the charter school must dissolve according to the applicable provisions of Minn. Stat. Chapter 317A.

Tort Liability (Minn. Stat. § 124E.03, subd. 2(d); Ch. 466)

A Charter School is subject to the same limits on tort liability as a traditional public school district or other municipality. Minnesota Statutes, Chapter 466, establishes liability limits for the torts of a municipality or its officers, employees and agents acting within the scope of their employment or duties whether arising out of a governmental or proprietary function. For claims arising after July 1, 2009, such tort claims shall not exceed: (1) $500,000 when the claim is one for death by wrongful act or omission and $500,000 to any claimant in any other case; and (2) $1,500,000 for any number of claims arising out of a single occurrence. The limit is doubled if the claim arises out of the release or threatened release of a hazardous substance. No award for damages on any such claim shall include punitive damages.

Additional State and Federal Law Compliance

In addition the Charter School Act and the other State laws mentioned above, charter schools are subject to additional laws that apply to all public schools. For example, charter schools are required to comply with State and federal special education laws; State, federal, and local health and safety requirements; Section 504 and the Americans with Disabilities Act; federal non-discrimination laws (including, among others, Title VI, Title VII, Title IX); the Minnesota Human Rights Act, the Pupil Fair Dismissal Act, Statewide accountability requirements governing standards and assessment; the No Child Left Behind Act; the Minnesota Public School Fee Law; the Minnesota Government Data Practices Act; the Minnesota Open Meeting Law; State compulsory attendance laws; State laws pertaining to the receipt and dissemination of juvenile disposition orders; State wage and benefit laws (Minn. Stat. Ch. 181); State records retention laws (Minn. Stat. §§ 138.163 and 138.17); State whistleblower protection (Minn. Stat. § 181.932); and the Minnesota Public Employment Labor Relations Act (Minn. Stat. Chapter 179A).

Funding for Charter Schools

State Funding for Charter Schools (Minn. Stat. §§ 124E.20; 124E.21; 124E.22; 124E.23)

The primary source of funds for the operation of Minnesota charter schools is State funding, including: (1) General Education Revenue, (2) Transportation Revenue, (3) Special Education Aid, and (4) Building Lease Aid. See "CHARTER SCHOOL FUNDING IN MINNESOTA" in this Official Statement for additional information related to funding.

Building Lease Aid (Minn. Stat. § 124E.22).

With respect to Building Lease Aid, State law imposes restrictions on the types of organization from which a charter school may lease. A charter school must not use Building Lease Aid it receives for custodial maintenance service, utility, or other operating costs. The Commissioner must review and either approve or deny a lease aid application using the following criteria: (i) the reasonableness of the price based on current market conditions; (ii) the extent to which the lease conforms to applicable state laws and rules; and (iii) the appropriateness of the proposed lease in the context of the space needs and financial circumstances of the charter school. The Commissioner must approve aid only for a facility lease that has (a) a sum of certain annual costs and (b) an escape clause the charter school may exercise if its charter contract is terminated or not renewed.

Related Party Leases (Minn. Stat. § 124E.13, subd. 1 and 2).

A charter school is prohibited from entering into a lease of real property with a related party unless the lessor is a nonprofit corporation or cooperative under Minn. Stat. Chapter 317A or 308A, respectively, and the lease cost is reasonable. If a charter school enters into a lease with a related party and subsequently closes, the Commissioner has the right to recover from the lessor any lease payments that are not reasonable under Minn. Stat. § 124E.22. A charter school may lease space from an independent or special school board, other public organization, private, nonprofit nonsectarian organization, private property owner, or a sectarian organization if the leased space is constructed as a school facility. The Commissioner must review and approve or disapprove of leases in a timely manner.

Affiliated Nonprofit Building Corporation (Minn. Stat. § 124E.13, subd. 3 and 4).

A charter school may decide to organize a nonprofit building corporation to renovate or purchase an existing facility to serve as a school or expand an existing building or construct a new school facility. However, the charter school must meet the following criteria:

(i) has been in operation for at least six consecutive years;

(ii) as of June 30 has a net positive unreserved general fund balance in the preceding three fiscal years;

(iii) has long-range strategic and financial plans that include enrollment projections for at least five years;

(iv) completes a feasibility study of facility options that outlines the benefits and costs of the options; and

(v) has a plan which describes project parameters and budget.

An affiliated nonprofit building corporation must not serve as the leasing agent for property or facilities it does not own. A charter school that leases a facility from an affiliated nonprofit building corporation that does not own the leased facility is ineligible to receive charter school lease aid. Therefore, in order for a charter school to receive lease aid for a facility that it leases from an affiliated nonprofit building corporation, the affiliated nonprofit building corporation must have fee title to the property being leased to the charter school. The State is immune from liability resulting from a contract between a charter school and an affiliated nonprofit building corporation.

A charter school or its affiliated building corporation must receive a positive review and comment from the Commissioner before initiating any purchase agreement or construction contract that requires an expenditure exceeding that set in Minn. Stat. § 123B.71.

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APPENDIX C

BUDGET PROJECTION

APPENDIX D

AUDITED FINANCIAL STATEMENTS OF THE CHARTER SCHOOL FOR THE FISCAL YEAR ENDED JUNE 30, 2021

APPENDIX E

UNAUDITED INTERIM FINANCIAL STATEMENTS OF THE CHARTER SCHOOL FOR THE ELEVEN-MONTH PERIOD ENDED MAY 31, 2022

APPENDIX F

DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF DOCUMENTS

APPENDIX G

FORM OF BOND COUNSEL OPINION

APPENDIX H

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX I

BOOK-ENTRY ONLY SYSTEM

APPENDIX I

BOOK-ENTRY ONLY SYSTEM

The information in this APPENDIX I concerning DTC (as defined below), Cede & Co. and the Book-Entry System has been furnished by DTC for use in disclosure documents such as this Official Statement. The Issuer and the Underwriter believe such information to be reliable, but neither the Issuer nor the Underwriter takes any responsibility for the accuracy or completeness thereof.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities discussed in the body of this Official Statement (the "Series 2022 Bonds"). The Series 2022 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2022 Bond certificate will be issued for each maturity of the Series 2022 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.7 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the Series 2022 Bonds under the DTC system must be made by or through Direct Participants which will receive a credit for the Series 2022 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2022 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2022 Bond are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Beneficial Owners of Series 2022 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2022 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Series 2022 Bond documents. For example, Beneficial Owners of the Series 2022 Bonds may wish to ascertain that the nominee holding the Series 2022 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices are required to be sent to DTC. If less than all of the Series 2022 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to Series 2022 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2022 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2022 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

A Beneficial Owner will give notice to elect to have its Series 2022 Bonds purchased or tendered, through its Participant, to the Trustee, and will affect delivery of such Series 2022 Bonds by causing the Direct Participant to transfer the Participant's interest in the Series 2022 Bonds, on DTC's records, to the Trustee. The requirement for physical delivery of Series 2022 Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Series 2022 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Series 2022 Bonds to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Series 2022 Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2022 Bond certificates are required to be printed and delivered. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2022 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

THE INFORMATION ABOVE DISCUSSING THE BOOK-ENTRY SYSTEM HAS BEEN FURNISHED BY DTC. NO REPRESENTATION IS MADE BY THE ISSUER, THE COMPANY, THE CHARTER SCHOOL OR THE UNDERWRITER AS TO THE COMPLETENESS OR ACCURACY OF SUCH INFORMATION OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF. NO ATTEMPT HAS BEEN MADE BY THE ISSUER, THE COMPANY, THE CHARTER SCHOOL OR THE UNDERWRITER TO DETERMINE WHETHER DTC IS OR WILL BE FINANCIALLY OR OTHERWISE CAPABLE OF FULFILLING ITS OBLIGATIONS. THE ISSUER HAS NO RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS, OR THE PERSONS FOR WHICH THEY ACT AS NOMINEES WITH RESPECT TO THE SERIES 2022 BOND, OR FOR ANY PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST PAYMENT THEREON.

CC Regular Session **7. 5.**

Meeting Date: 07/12/2022

By: Todd Larson, Community Development

Information

Title:

Introduce Ordinance #22-20 Armstrong Boulevard Interchange/Highway 10 Signage Overlay District Zoning Code Text Amendment

Purpose/Background:

Anoka County staff working with business property owners affected by the upcoming Highway 10 reconstruction project in Ramsey are reporting concerns about future visibility of their businesses. Visibility impacts are anticipated in a similar manner to the Armstrong Boulevard interchange with overpasses constructed for Ramsey Boulevard and Sunfish Lake Boulevard. The original Armstrong Boulevard Interchange Overlay District, created in 2013, was intended to create relief to businesses anticipated to be affected by that interchange. In the last few years, however, the City Council has granted three requests for taller and larger signs in that area. The three signs are 75 feet in height with sign faces ranging between 225 and 334 square feet. Two of the three signs are for multi-tenant buildings and the third one is purely a dynamic sign. Staff is proposing to be proactive for the impacted businesses and expand the Armstrong Boulevard Interchange Overlay District to the east border of Ramsey and, in the process, rename it to reflect the entire freeway corridor.

At the Planning Commission meeting on May 26, 2022, the Planning Commission gave direction to increase the height from the existing 50 feet to 75 feet. The existing 150 square feet in sign area would remain for a single-user sign with increased area for multi-tenant/multi-user signs to 300 square feet. The Commission unanimously recommended approval of the ordinance on June 23 at the public hearing.

Businesses will continue to have the ability to apply for a conditional use permit (CUP) for oversized signs. Staff is looking to be proactive and reduce the likelihood of a business incurring expense and added delay of going through the CUP process. Signs meeting City Code standards would simply need a permit to be erected.

It should also be noted that a portion of the proposed overlay district is also within the Mississippi River Corridor Critical Area. That overlay district has height limitations that must be met that are more restrictive than the proposed ordinance (either 35 feet or the height of the treeline, depending on subdistrict).

Notification:

Staff sent a public hearing notice to property owners within 750 feet of the centerline of Highway 10 via standard US mail. A notice of the Public Hearing was also published in the Anoka County UnionHerald, the City's official newspaper. Two written comments were received and are attached to this case.

Observations/Alternatives:

Alternatives to consider:

1. Introduce Ordinance #22-20 as recommended by the Planning Commission and staff.
2. Introduce Ordinance #22-20 with modifications.
3. Deny the ordinance keeping the existing regulations in place.

Funding Source:

Not applicable.

Recommendation:

At its meeting on June 23, 2022, the Planning Commission unanimously recommended approval of the proposed Code Amendment (Ordinance #22-20).

Action:

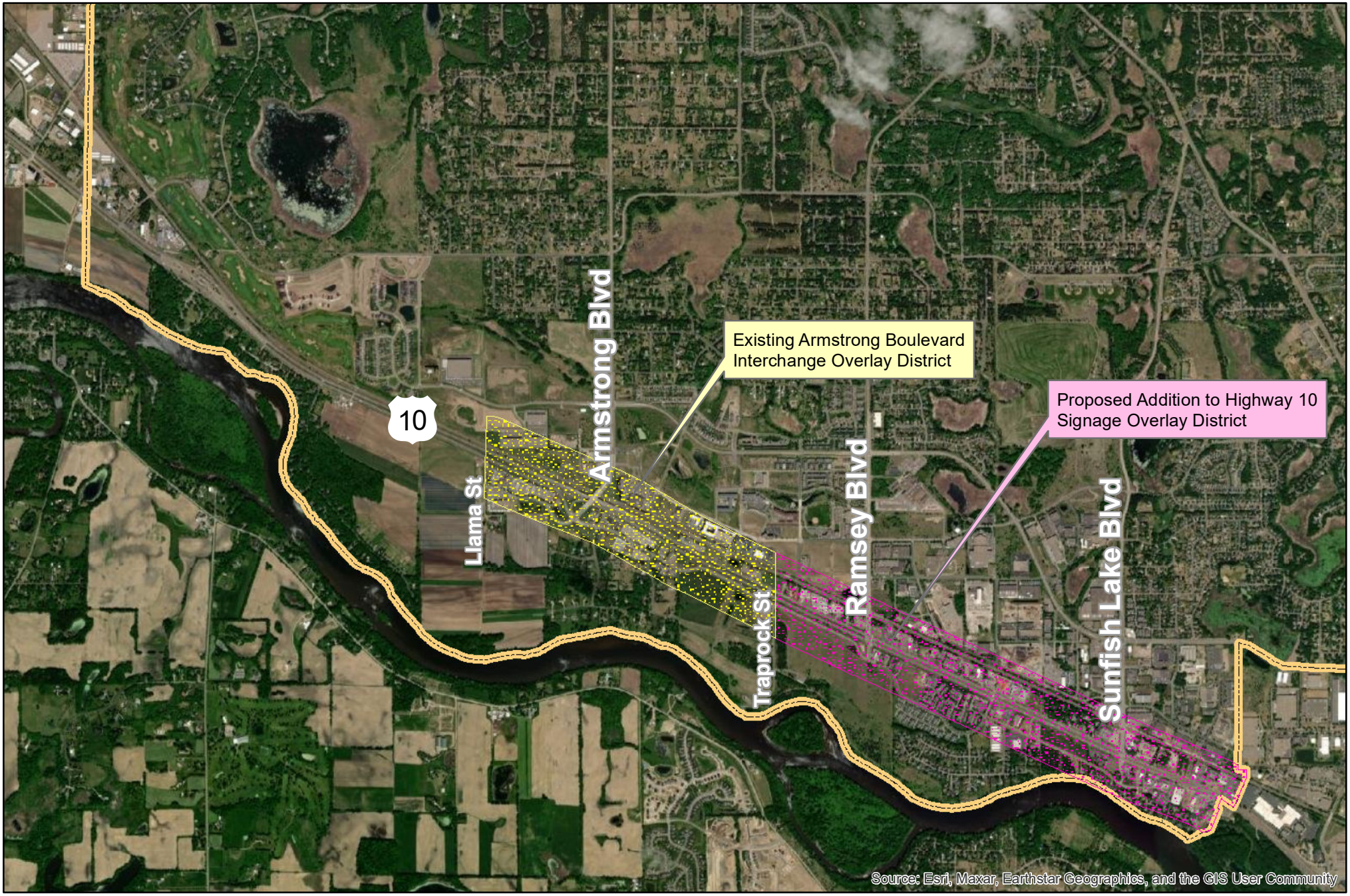
Motion to introduce Ordinance #22-20 amending Section 117-1 (DEFINITIONS) and Section 117-519 (BUSINESS TYPE DISTRICTS) of the City Code of Ramsey, Minnesota.

Attachments

Map
Ordinance
Compiled Public Comments
Close Up Map

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	07/05/2022 11:07 AM
Brian Hagen	Brian Hagen	07/07/2022 09:24 AM
Form Started By: Todd Larson		Started On: 06/27/2022 09:23 AM
Final Approval Date: 07/07/2022		



Proposed:
Highway 10 Signage Overlay District

Planning Commission Meeting May 26, 2022

Legend

0 0.25 0.5 1 Miles

- Existing Armstrong Interchange
- Proposed Highway 10 Signage
- City Boundary

City of RAMSEY

ORDINANCE #22-20

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

AN AMENDMENT TO SECTION 117 WHICH IS KNOWN AS THE ZONING SECTION OF THE CITY CODE OF RAMSEY, MINNESOTA.

AN ORDINANCE AMENDING SECTION 117-1 (DEFINITIONS) AND SECTION 117-519 (BUSINESS TYPE DISTRICTS) OF THE CITY CODE OF RAMSEY, MINNESOTA.

The City of Ramsey ordains:

SECTION 1. AUTHORITY

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

SECTION 2. AMENDMENT TO CITY CODE SECTION 117-1

The current City Code Section 117-1 is revised as follows (additions indicated by underline, deletions indicated by ~~strikethrough~~):

Sec. 117-1. – Definitions.

~~Armstrong Boulevard Interchange~~ Highway 10 Signage Overlay District means a district for purposes of allowing additional signage in a specified area due to limited visibility created by overpasses on Highway 10, described as all commercially zoned property located within 750 feet of the Centerline of Highway 10 ~~and extending to the Centerline of Traprock Street and extending~~ between the eastern border of the City of Ramsey and ~~to~~ the Centerline of Llama Street. Parcels located within The COR Zoning District are ~~exempted~~ excluded from this overlay district, as sign regulations for that district are located in a separate section of City Code.

SECTION 3. AMENDMENT TO CITY CODE SECTION 117-519(c)

The current City Code Section 117-519(c) is revised as follows (additions indicated by underline, deletions indicated by ~~strikethrough~~):

Sec 115-519(c) – Business type districts.

Permitted freestanding signs under previous section 117-519(a) (business use signs), and located within the ~~Armstrong Boulevard Interchange~~ Highway 10 Signage Overlay District as defined by this section, shall be allowed to a height of not more than 75 feet and an area of not greater than 150 square feet (for a single-user sign) or 300 square feet (for a multi-user sign). Signs

permitted under this section shall have a monument style base constructed of materials that are consistent with the principal building to a minimum height of six feet.

SECTION 4. EFFECTIVE DATE

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

PASSED by the City Council of the City of Ramsey, Minnesota, the __ day of _____, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

Introduction date: June 28, 2022
Posting dates:
Adoption date:
Publication date:
Effective date:

Armstrong Boulevard/Highway 10 Sign Overlay Public Written Comments

From: Carl Shaffer
Sent: Monday, June 13, 2022 1:00 PM
To: Ramsey Planning; Todd Larson
Subject: ordinance 22-20 amendments

Planning Commission and Mr. Todd Larson:

I am writing in regards to my property at 13900 Sunfish Lake Blvd. (PID 34-32-25-14-0019). This property lies within the boundary of the Armstrong Blvd. Interchange Overlay district.

I wish to express my support for the amendments introduced in your Public Hearing Notice dated June 9, 2022, for the following reasons:

1. Due to the changes on Sunfish Lake Blvd., there will be a significant negative impact on the daily operations of the tenant, Midwest Overhead Crane if changes are not made to the ordinance due the roadway changes.

2. The new height of Sunfish Lake Blvd. on the East side of the property will change from 0' to a 30'-18' wall. The height of the current building is only 21'. With current banner placement at 6' and Company building sign at 15', the signage will no longer be visible to traffic.

3. With the roadway change it will be harder for delivery personnel, vendors, customers, potential employees, visitors and others to find the company, as the building will be totally obscured from the road.

4. Currently, when the current divider was installed on Sunfish Lake Blvd., access was eliminated to the property from Sunfish Lake Blvd., so all traffic must come in on McKinley St., and mapping software has not been able to adapt to the access change. The new roadway will make this much more difficult for above mentioned populations.

5. The current system of a banner on a fence works extremely well to attract potential employees due to traffic counts and current visibility. When the wall is installed and the roadway height is increased, these tools will no longer be viable, and the current ordinance would require a variance to obtain a sign that would be appropriate in this situation.

For those reasons, I request the ordinance changes be made to accommodate the hardship the Midwest Overhead Crane and similar area businesses will be forced to endure when the changes to the overpass and roadway occur.

Please feel free to contact me for more information, via email (preferably), or phone below.

Thank you for your consideration .

Respectfully submitted,

Carl Shaffer
Principle
CCMG Investments, LLC

President
WWW.MWOCC.COM

From: Karen Blaska
Sent: Tuesday, June 14, 2022 9:04 AM
To: Ramsey Planning
Cc: Jeff Perry
Subject: Notice of Public Hearing - Zoning Code Amendment

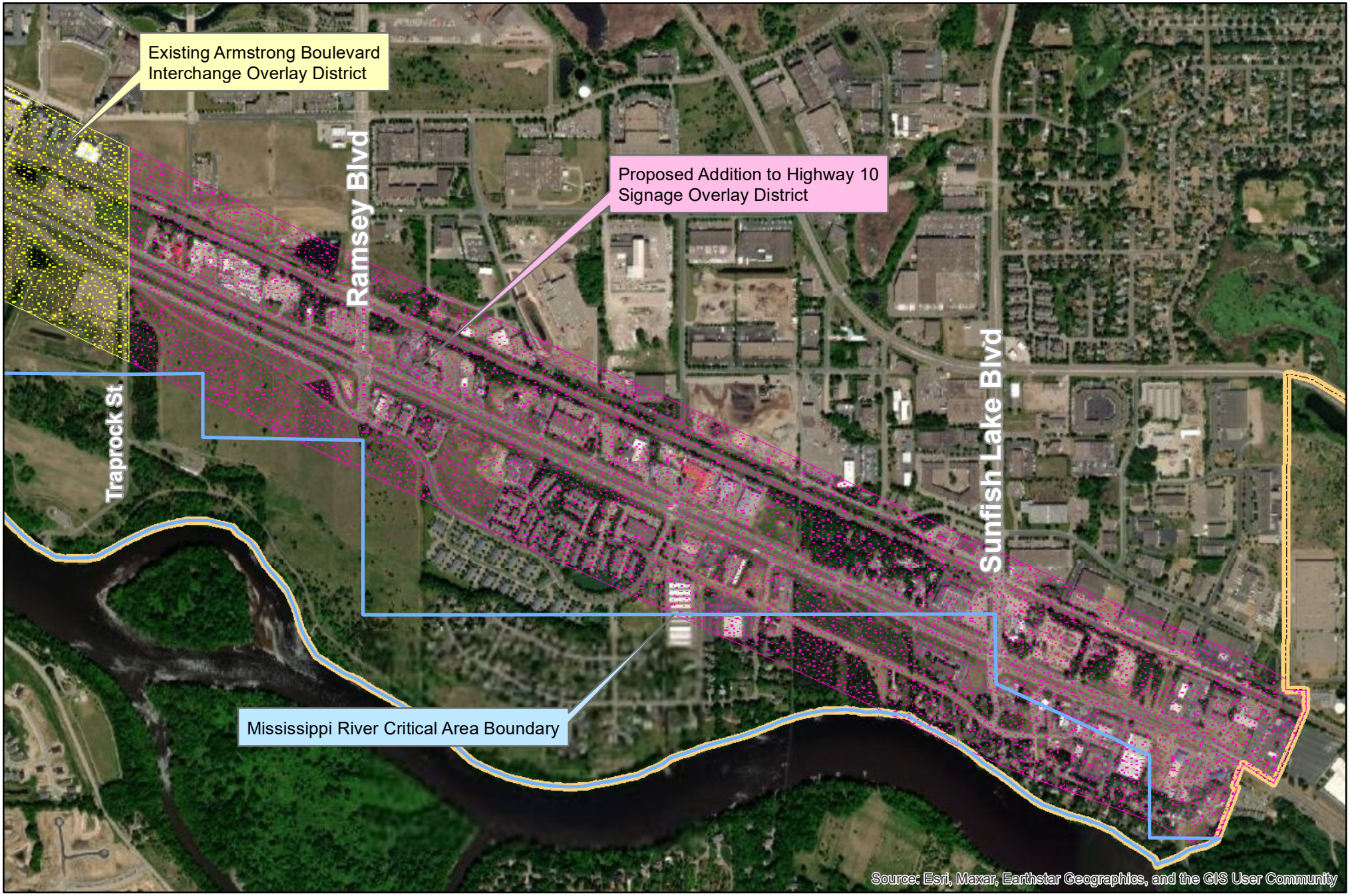
Good Morning.
The Anoka County Parks Department received the City's notice regarding the zoning code amendment to increase the height and area for multi-user/tenants signs.

While it is understood the highway improvements may affect visibility for some local businesses, the Parks Department is concerned that new taller and bigger signs adjacent to Mississippi West Regional Park will detract and infringe on the overall feel and aesthetic of the nature based park. The Department requests that no new signage, other than for safety and regulatory purposes, be permitted immediately adjacent to the park.

Thank you for your consideration.

_____

Karen Blaska | She-Her-Hers | Park Planner |
Anoka County Parks | 550 Bunker Lake Blvd. NW | Andover, MN 55304



Proposed:
Highway 10 Signage Overlay District

City Council Meeting July 12, 2022

0 0.1 0.2 0.4 Miles

Existing Armstrong Interchange Overlay

Proposed Highway 10 Signage

Critical Area Boundary

City Boundary

City of RAMSEY