

City of Ramsey
Agenda
Regular City Council
Tuesday September 13, 2011

7:00 pm
Council Chambers, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Presentation: Upon the request of the Alexandra House, the City Council will adopt a resolution on their Consent Agenda this evening proclaiming October 2011 Domestic Violence Awareness Month. Mayor Ramsey will read such proclamation at this time.**
- 3. Citizen Input**
- 4. Approve Agenda**
- 5. Consent Agenda**
 1. Receive Cash & Investments for Period Ending August 31, 2011
 2. Receive July 2011 Financial Reports - General Fund and Enterprise Funds
 3. Approve the Following Meeting Minutes:
 - 1) City Council Work Session - August 9, 2011
 - 2) City Council Regular - August 9, 2011
 - 3) City Council - Special - August 15, 2011
 4. Approval for Exemption for a Gambling License for The Church of St. Katharine Drexel to Hold a Raffle on October 1, 2011
 5. Approval of Application from the Ramsey Women of Today to Conduct Bingo at Ramsey Happy Days on September 16 & 17, 2011
 6. Approve Rental License - Rivers Bend Apartments
 7. Approve Memorial Site Easement Agreement - Ramsey Rotary and the City of Ramsey
 8. Consider Change Order for Improvement Project 10-22 Parking Ramp Expansion
 9. Authorize Requests for Proposals for Auditing Services
 10. Approve Rescheduling November 8 City Council Meeting to November 1, Due to School District Election
 11. Adopt Resolution #11-09-XXX Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 18, 2011 through September 1, 2011
 12. Resolution Declaring Cost to be Assessed and Calling for a Public Hearing on Proposed Assessment for Past-Due Charges on Municipal Utility Bills (which may include water, sewer, street lighting, recycling, storm water charges and penalties incurred) and Current Services Rendered

13. Adopt Resolution #11-09-XXX Proclaiming October 2011 Domestic Violence Awareness Month
14. Consider a Resolution to Assign a Councilmember to Boards and Committees
15. Consider a Resolution Accepting the City Administrator's Annual Performance Evaluation
16. Report from Public Works

6. Public Hearing

1. Public Hearing to Consider Request of Wells Catering, Inc. d/b/a Wells Catering for Liquor License at 7533 Sunwood Drive NW

7. Council Business

1. Adopt Resolution Approving Proposed 2012 EDA Levy
2. Adopt Resolution Approving Proposed 2012 Payable Tax Levy
3. Review and Adopt Proposed 2012 General Fund Budget
4. Adopt Ordinance to Amend City Code Section 117-90 Entitled Map; Case of Stoney River
5. Consider Sanitary Sewer Options for the Property Located at 5220 156th Lane NW
PORTIONS OF THIS DISCUSSION MAY BE CLOSED TO THE PUBLIC

8. Mayor/Council/Staff Input:

1) Mayor's Town Hall Meeting will be held tomorrow night (Wednesday, September 14) instead of Thursday, September 15. The meeting will be held in the Trott Brook Room - adjacent to the Lake Itasca Room.

2) Ribbon Cutting/Open House MultiSource Manufacturing - 6690 Sunwood Drive NW, Ramsey - Thursday, September 15.

3) Farmer's Market - Thursday 3:00 to 7:00 - The Draw

4) BOB FM Live Broadcast, Community Picnic, - Shop at the Farmer's Market and receive free food from the grill - The Amphitheater at The Draw

5) Taste of Community - Youth First Community of Promise Fundraiser - Greenhaven Golf Course, 2800 Greenhaven Road, Anoka - from 5:30 p.m. to 9:00 p.m. Proceeds benefit Youth First - Tickets are \$30 per person.

6) Mayor Ramsey is participating in an event called RoofRaiser to raise money and awareness for the Lee Carlson Center for Mental Health and Well Being. He, along with Senator Jungbauer, will be camped out overnight on the roof of Coborn's. The "festivities" begin at 6:00 p.m. on Friday, September 16 and end at noon on Saturday. Everyone is invited to stop by and visit and donate if they would like.

7) City of Ramsey Happy Days Festival - beginning with Friday Family Fun Night at 6:00 p.m., Friday, September 16, events all day Saturday, September 17, and ending with a bike tour on Sunday, September 18, from 1:00 to 4:00. Contact City Staff or visit the City's website for schedule

of events.

9. Adjournment

CC Regular Session

5. 1.

Meeting Date: 09/13/2011

By: Diana Lund, Finance

Title:

Receive Cash & Investments for Period Ending August 31, 2011

Background:

Report on the City's cash and investments for the period ending August 31, 2011. Cash balances graph reflects the changes in cash balances on the city's major funds for the period ending August 31, 2011 in comparison to year-ending December 31, 2010. December 2010 numbers reflect final audited numbers.

Council Action:

None required. Informational only.

Attachments

Cash & Investments for Period Ending August 31, 2011

Cash Balances on Major City Funds - August 31, 2011

Form Review

Inbox

Kurt Ulrich

Form Started By: Diana Lund

Reviewed By

Kurt Ulrich

Date

09/08/2011 12:34 PM

Started On: 08/31/2011 11:10 AM

Final Approval Date: 09/08/2011

CITY OF RAMSEY
REPORT OF POOLED CASH FLOWS
Period Ended August, 2011

	August-11 CURRENT MONTH	2011 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE	\$ 45,992,347.28	\$ 44,417,829.93
CASH INFLOWS:		
Daily Deposit	244,858.08	3,258,427.94
Tax Settlements	-	6,618,625.05
U/B Receipts	734,570.29	2,379,852.35
Credit Cards	60,728.19	70,517.65
Interest Earnings [Net of Interest Paid on Investments]	102,185.16	703,401.64
NSF/Expired City Checks [More than 6 months]		
TOTAL CASH INFLOW	<u>\$ 1,142,341.72</u>	<u>\$ 13,030,824.63</u>
TOTAL CASH AVAILABLE	<u>\$ 47,134,689.00</u>	<u>\$ 57,448,654.56</u>
CASH OUTFLOWS:		
Prepaid Checks	500,739.61	\$ 3,432,702.65
Bills Lists	369,222.75	3,939,370.18
Pay Estimates	761,587.22	1,694,826.60
Credit Cards	359.47	733.22
Payroll - Net	260,679.82	2,301,429.41
Flex Reimbursement	3,440.16	46,789.83
Void Checks/Dormant Checks Paid	(829.57)	(116,264.37)
Debt Service	-	909,577.50
Miscellaneous [Bank Charges; etc.]		-
TOTAL CASH OUTFLOW	<u>\$ 1,895,199.46</u>	<u>\$ 12,209,165.02</u>
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	<u>\$ 45,239,489.54</u>	<u>\$ 45,239,489.54</u>
MEMO - NET 2010 CASH INFLOW (OUTFLOW)	(752,857.74)	821,659.61

INVESTMENT PORTFOLIO SUMMARY

BEGINNING BALANCE	\$ 40,308,611.10	\$ 41,467,058.94
Purchases	2,912,000.00	17,358,968.35
Maturities/Sales	<u>(2,692,198.58)</u>	<u>(18,297,614.77)</u>
ENDING BALANCE	<u>\$ 40,528,412.52</u>	<u>\$ 40,528,412.52</u>

2011 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED	BROKER	SECURITY DESCRIP	CUSIP	PRIN	PURCH	SOLD/	BV	PAR	YTM
	MAT DATE				BAL 1/1/2011		MATURE 2011	PRIN BAL 12/31/2011		
031029	9/15/2011	Landmark	CD-Landmark	old-12456 new-13672	314,693.39			314,693.39 314,693.39	256,633	1.50%
110714A	1/12/2012	4M	Term Series 4M		-	2,000,000.00		2,000,000.00	2,000,000	0.20%
091230	12/30/2013	BOW	FHLB	3133XSSD1	2,000,000.00		0.00	2,000,000.00	2,000,000	2.95%
110216	8/16/2013	BOW	FHLB	313372MR20M1		750,000.00	750,000.00	0.00	750,000	1.25%
110714C	1/13/2012	BOW	CD-BOW	102992		1,000,000.00	0.00	1,000,000.00	1,000,000	0.26%
110714D	4/13/2012	BOW	CD-BOW	102993		1,000,000.00	0.00	1,000,000.00	1,000,000	0.32%
110727	1/27/2017	BOW	FHLB	313374T34-0V0		500,000.00	0.00	500,000.00	500,000	2.35%
110203B	4/4/2011	BOW	CD-BOW	102498		1,000,000.00	1,000,000.00	0.00	1,000,000	0.11%
091216	6/16/2015	BOW	FHLB	3133XW6E4	1,000,000.00		0.00	1,000,000.00	1,000,000	3.00%
091229D	12/29/2014	BOW	FFCB	31331JAN3	1,000,000.00		0.00	1,000,000.00	1,000,000	2.75%
100225	2/25/2015	BOW	FHLMC	3128X9A34	1,000,000.00		1,000,000.00	0.00	1,000,000	3.00%
100305	3/5/2015	BOW	FFCB	31331JFY4	1,000,000.00		0.00	1,000,000.00	1,000,000	2.75%
100714	1/14/2016	BOW	FHLMC	3134G1LS105S	500,000.00		500,000.00	0.00	500,000	2.50%
100723	7/23/2015	BOW	FNMA	3134G1MG6062	1,000,000.00		0.00	1,000,000.00	1,000,000	2.45%
100927	9/27/2013	BOW	FNMA	31398A4A7OBG	1,000,000.00		0.00	1,000,000.00	1,000,000	1.20%
100726	7/26/2013	BOW	FNMA	3136FMW3406A	1,000,000.00		1,000,000.00	0.00	1,000,000	1.40%
100728	10/28/2016	BOW	FHLB	3133705E405R	1,000,000.00		1,000,000.00	0.00	1,000,000	2.00%
								9,500,000.00		
		FNC	Clearing from 2010							
101227	12/17/2012	ICD SEC	CD-ALLY BANK	02005QBU6	176,000.00		0.00	176,000.00	176,000	0.85%
081028	10/28/2013	ICD SEC	CD-AMERICAN CHA	27006	100,000.00		0.00	100,000.00	100,000	5.50%
110609	6/9/2014	ICD SEC	CD-AMERICAN EXPI	02587DAX6	-	250,000.00	0.00	250,000.00	250,000	1.25%
110803A	2/4/2013	ICD SEC	CD-BANCO POPULA	05967EGL7	-	200,000.00	0.00	200,000.00	200,000	0.65%
110803C	2/4/2013	ICD SEC	CD-CITIZEN BANK C	57282	-	100,000.00	0.00	100,000.00	100,000	0.60%
110831	2/28/2014	ICD SEC	CD-CIT BANK	17285AWZ7	-	200,000.00	0.00	200,000.00	200,000	1.05%
100812A	8/13/2012	ICD SEC	CD-AMERICAN PLU	58469	100,000.00		0.00	100,000.00	100,000	1.10%
101229B	6/29/2012	ICD SEC	CD-AURORA BANK	05155TAL2	150,000.00		0.00	150,000.00	150,000	70.00%
091217C	6/17/2012	ICD SEC	CD-BANK OF AMERI	3510	150,000.00		0.00	150,000.00	150,000	2.60%
091203	12/3/2014	ICD SEC	CD-BANK OF AMERI	3510	100,000.00		0.00	100,000.00	100,000	3.50%
110629B	12/28/2012	ICD SEC	CD-BANK OF CHINA	06425P4P0	-	146,000.00	0.00	146,000.00	146,000	0.75%
081223	12/23/2013	ICD SEC	CD-BANK OF HOLLA	34862	100,000.00		0.00	100,000.00	100,000	4.95%
061211A	12/12/2011	ICD SEC	CD-BANK OF ONTAR	9995991X1	100,000.00		0.00	100,000.00	100,000	5.65%
080311	3/11/2011	ICD SEC	CD-BAR HARBOR B	11971	100,000.00		100,000.00	0.00	100,000	3.70%
081009	10/9/2013	ICD SEC	CD-CAPITOL CITY B	33938	100,000.00		0.00	100,000.00	100,000	5.25%
090122B	7/22/2011	ICD SEC	CD-CEDAR STONE B	22725	100,000.00		100,000.00	0.00	100,000	2.70%
071113B	11/14/2011	ICD SEC	CD-CENTENNIAL BA	32702	100,000.00		0.00	100,000.00	100,000	5.20%
100114	1/17/2012	ICD SEC	CD-COMMERCIAL B	17225	150,000.00		0.00	150,000.00	150,000	1.60%
090220B	2/21/2012	ICD SEC	CD-COMMONWEAL	57201	100,000.00		0.00	100,000.00	100,000	2.80%
100303A	3/3/2011	ICD SEC	CD-Community & Sou	33989	150,000.00		150,000.00	0.00	150,000	1.25%
071113C	11/13/2012	ICD SEC	CD-Community & Sou	33989	100,000.00		100,000.00	0.00	100,000	5.35%
080225	2/22/2011	ICD SEC	CD-COMMUNITY FIJ	58191	100,000.00		100,000.00	0.00	100,000	3.70%
100326	9/26/2011	ICD SEC	CD-CRESCENT BAN	33492	100,000.00		0.00	100,000.00	100,000	1.45%
110629A	7/1/2013	ICD SEC	CD-DISCOVER BANK	254670G48	-	248,000.00	0.00	248,000.00	248,000	0.85%
090528C	5/31/2011	ICD SEC	CD-DISCOVER BANK	05649	250,000.00		250,000.00	0.00	250,000	2.45%
101221	12/23/2013	ICD SEC	CD-DORAL BANK	25811LYN3	249,000.00		0.00	249,000.00	249,000	1.45%
061229A	12/29/2011	ICD SEC	CD-FIDELITY BANK	999599510	100,000.00		0.00	100,000.00	100,000	5.55%
080912B	10/12/2011	ICD SEC	CD-FIFTH THIRD BA	06672	100,000.00		0.00	100,000.00	100,000	4.80%
110318	9/18/2012	ICD SEC	CD-FIRST BANK OF	337624U40	-	100,000.00	0.00	100,000.00	100,000	1.00%
091229A	7/2/2012	ICD SEC	CD-FIRST BANK OF	30387	150,000.00		0.00	150,000.00	150,000	2.15%
091229C	12/29/2011	ICD SEC	CD-FIRST CITIZENS	23011	250,000.00		0.00	250,000.00	250,000	1.75%
070129	1/30/2012	ICD SEC	CD-FIRST NATIONAL	9995998P1	100,000.00		0.00	100,000.00	100,000	5.80%
090130	8/1/2011	ICD SEC	CD-FIRST TRADE UN	32551	100,000.00		100,000.00	0.00	100,000	2.90%
100602B	7/31/2012	ICD SEC	CD-GATEWAY BAN	35160	100,000.00		0.00	100,000.00	100,000	1.60%
110225	2/25/2013	ICD SEC	CD-GE CAPITAL FIN	36160TQJ8	-	200,000.00	0.00	200,000.00	200,000	0.95%
110513	8/13/2012	ICD SEC	CD-GE MONEY BAN	36159CA63	-	200,000.00	0.00	200,000.00	200,000	0.65%
081212E	6/13/2011	ICD SEC	CD-GEORGIA TRUST	57847	100,000.00		100,000.00	0.00	100,000	3.70%
100113	1/13/2011	ICD SEC	CD-GULF COAST CO	57564	150,000.00		150,000.00	0.00	150,000	1.25%
090820C	8/22/2011	ICD SEC	CD-HOMETOWN BA	58163	200,000.00		200,000.00	0.00	200,000	1.90%
070702	7/2/2012	ICD SEC	CD-JP Morgan Chase	32633	100,000.00		0.00	100,000.00	100,000	5.45%
071009	10/9/2012	ICD SEC	CD-KEYBANK NATI	21366	100,000.00		0.00	100,000.00	100,000	5.60%
110629C	4/29/2014	ICD SEC	CD-LAKESIDE BANK	51210SG47	-	249,000.00	0.00	249,000.00	249,000	1.00%
080627C	6/27/2011	ICD SEC	CD-M&T BANK	34069	100,000.00		100,000.00	0.00	100,000	4.70%
090122A	1/23/2012	ICD SEC	CD-MACON BANK	31445	100,000.00		0.00	100,000.00	100,000	3.05%
110613	12/13/2013	ICD SEC	CD-MEDALLION BA	58403BUW4	-	100,000.00	0.00	100,000.00	100,000	1.10%
090220A	2/22/2011	ICD SEC	CD-MERRICK BANK	34519	100,000.00		100,000.00	0.00	100,000	2.35%
080728B	7/28/2011	ICD SEC	CD-NORTH GEORGI	35242	100,000.00		100,000.00	0.00	100,000	4.70%

2011 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED	BROKER	SECURITY DESCRIP	CUSIP	PRIN	PURCH	SOLD/	BV	PAR	YTM
	MAT DATE				BAL 1/1/2011		MATURE 2011	PRIN BAL 12/31/2011		
090423	4/23/2012	ICD SEC	CD-NORTHBROOK B	57082	100,000.00		0.00	100,000.00	100,000	2.60%
071030D	10/22/2012	ICD SEC	CD-NOVA SAVINGS	27148	100,000.00		0.00	100,000.00	100,000	5.55%
100202	2/2/2012	ICD SEC	CD-Oriental B&T (EUI	27150	100,000.00		0.00	100,000.00	100,000	1.75%
091229B	6/29/2011	ICD SEC	CD-PARAGON COMM	35100	250,000.00		250,000.00	0.00	250,000	1.60%
070625B	6/22/2011	ICD SEC	CD-PLAZA BANK	58305	100,000.00		100,000.00	0.00	100,000	5.70%
080103B	1/3/2012	ICD SEC	CD-PNC Bank (NATIC	6557	100,000.00		0.00	100,000.00	100,000	5.05%
061207A	12/7/2011	ICD SEC	CD-PREMIER COMM	9995991S2	100,000.00		0.00	100,000.00	100,000	5.65%
090528F	5/29/2012	ICD SEC	CD-R-G PREMIER BA	23018	250,000.00		0.00	250,000.00	250,000	3.00%
100201	4/4/2011	ICD SEC	CD-RIVER COMMUN	35274	150,000.00		150,000.00	0.00	150,000	1.50%
071114	11/13/2012	ICD SEC	CD-SAIGON NATION	57974	100,000.00		0.00	100,000.00	100,000	5.35%
090122C	7/22/2011	ICD SEC	CD-SEATTLE BANK	35139	100,000.00		100,000.00	0.00	100,000	2.70%
110628	6/28/2012	ICD SEC	CD-STATE BANK OF	33664	-	100,000.00	0.00	100,000.00	100,000	0.85%
090528D	5/31/2011	ICD SEC	CD-STATE BANK OF	33664	100,000.00		100,000.00	0.00	100,000	2.60%
110119	1/19/2012	ICD SEC	CD-STATE BANK OF	33664	-	150,000.00	0.00	150,000.00	150,000	0.85%
090512	11/14/2011	ICD SEC	CD-TENNESEE COMI	35296	100,000.00		0.00	100,000.00	100,000	2.60%
070829	8/30/2012	ICD SEC	CD-TEXAS STATE BANK		100,000.00		0.00	100,000.00	100,000	5.90%
100303C	3/2/2011	ICD SEC	CD-UNION NATION/	3661	100,000.00		100,000.00	0.00	100,000	1.25%
100602A	6/4/2012	ICD SEC	CD-UNION NATION/	03661	100,000.00		0.00	100,000.00	100,000	1.50%
101229C	12/31/2012	ICD SEC	CD-UNITED COMM I	90984P3N3	225,000.00		225,000.00	0.00	225,000	1.00%
100910	9/12/2011	ICD SEC	CD-WOODLANDS CC	58009	100,904.93		0.00	100,904.93	100,000	0.90%
081212I	12/12/2013	ICD SEC	CD-WORLDS FOREM	57079	100,000.00		0.00	100,000.00	100,000	4.95%
090331	4/2/2012	ICD SEC	CD-YADKIN VALLE	19861	100,000.00		0.00	100,000.00	100,000	2.60%
								6,568,904.93		
090102A	1/25/2033	Com Sec	FNR 2003-19 ME	31392JG5	92,029.09		17,602.63	74,426.46	165,176	3.95%
090102B	12/25/2018	Com Sec	FNR 2003-120 BY	31393UGR8	200,000.00		0.00	200,000.00	200,000	3.98%
080128C	1/15/2038	Com Sec	FHR 3404 JC	31397PTH3	559,638.59		119,778.39	439,860.20	1,000,000	4.74%
080128F	7/6/2012	Com Sec	CD-INDEPENDENT E	45383XBJ7	100,000.00		0.00	100,000.00	100,000	4.10%
081218E	7/27/2021	Com Sec	FHLB	3133XGCR3	500,000.00		500,000.00	0.00	500,000	6.21%
								814,286.66		
060727B	2/1/2011	Northland	SCOTT CT MN HSG F	809567-AH-3	45,000.00		45,000.00	0.00	45,000	5.75%
081218B	2/1/2011	Northland	LAKE SUPERIOR MN	510897-DR-4	300,000.00		300,000.00	0.00	320,000	4.25%
050128	3/1/2011	Northland	FNMA	31371L-M9-7	17,558.03		18,456.61	-898.58	100,000	5.00%
101229A	4/1/2011	Northland	LACROSSE CTY WIS	502606-QR-0	150,000.00		150,000.00	0.00	150,000	0.65%
070620	6/1/2011	Northland	EASTERN IOWA COM	27654-WR-8	385,000.00		385,000.00	0.00	385,000	5.50%
080617	7/1/2011	Northland	MOUNT LAUREL TW	621798-CZ-8	400,000.00		400,000.00	0.00	400,000	4.50%
051024	9/1/2011	Northland	FNMA	31371L-V9-7	109,247.49		108,721.61	525.88	471,937	5.00%
080408	12/15/2011	Northland	LEWISTON ME	528504-2B-8	185,000.00		0.00	185,000.00	185,000	4.25%
010312	2/1/2012	Northland	New Brighton Taxable	642662624	200,000.00		200,000.00	0.00	200,000	6.20%
081119B	2/1/2012	Northland	ELK RIVER SCHOOL	287425-xm-9	95,000.00		0.00	95,000.00	95,000	5.00%
081218A	2/1/2012	Northland	CHASKA MN ISD #11	161681-RG-8	250,000.00		0.00	250,000.00	250,000	4.40%
090827	2/1/2012	Northland	MANKATO MN ISD#	563690-MP-8	505,000.00		0.00	505,000.00	505,000	2.20%
090217A	3/1/2012	Northland	STILLWATER ISC #8	860758-PW-5	315,000.00		0.00	315,000.00	315,000	2.65%
080415	4/1/2012	Northland	BURLINGTON AREA	121493-6T-1	220,000.00		105,000.00	115,000.00	320,000	4.20%
110324	4/1/2012	Northland	NORTHLAND PINES	666509-GU-2		150,000.00	0.00	150,000.00	150,000	5.20%
110816A	10/1/2016	Northland	WESTIN LAKE SUPE	958522-WR-1		350,000.00	0.00	350,000.00	350,000	2.10%
110816B	10/1/2017	Northland	WESTIN LAKE SUPE	958522-WS-9		350,000.00	0.00	350,000.00	350,000	2.50%
110602	7/5/2014	Northland	ELKHART, IN COMV	287515-SF-8		250,000.00	0.00	250,000.00	250,000	5.75%
110608	2/1/2019	Northland	WADENA MN BAB	930217-JD-7		95,000.00	0.00	95,000.00	95,000	3.94%
110714B	10/1/2016	Northland	WAUWATO WIS REF	943504-R2-8		300,000.00	0.00	300,000.00	300,000	1.90%
110715	10/22/2014	Northland	CD-BMW BANK	05568P-YZ-4		147,000.00	0.00	147,000.00	147,000	1.55%
101230B	4/1/2012	Northland	LACROSSE CTY WIS	502606-QS-8	100,000.00		0.00	100,000.00	100,000	1.00%
101223	6/1/2012	Northland	LINN CTY IOWA TA	535783-FY-5	465,000.00		0.00	465,000.00	465,000	0.85%
080707	12/1/2012	Northland	LACROSSE WI TAX	502768-B8-6	135,000.00		0.00	135,000.00	135,000	5.09%
090630A	12/30/2012	Northland	MCGREGOR ISD #00	580705-GK-1	100,000.00		0.00	100,000.00	100,000	2.75%
040518	2/1/2013	Northland	FNMA 254663	31371K-Z4-6	23,798.95		11,068.74	12,730.21	272,453	3.77%
090212A	2/1/2013	Northland	ROSEMOUNT ISD#15	777594-WW-8	150,000.00		0.00	150,000.00	150,000	3.00%
090820A	2/1/2013	Northland	LACQUI PARLE VAL	505468-AH-1	115,000.00		0.00	115,000.00	115,000	2.65%
090213B	6/1/2013	Northland	ILLINOIS ST PENSI	452151-LA-9	345,000.00		0.00	345,000.00	345,000	3.85%
080828B	8/28/2013	Northland	CD-NATIONAL REP 1	63736Q-JT-9	97,000.00		0.00	97,000.00	97,000	4.95%
090420A	11/1/2013	Northland	BURLINGTON VT PU	122062-MJ-8	125,000.00		0.00	125,000.00	125,000	3.26%
080731	12/15/2013	Northland	BEAVER CITY PA TA	074851-MQ-6	125,000.00		0.00	125,000.00	125,000	5.00%
100106	12/15/2013	Northland	FOX VALLEY PK DIS	351592-GC-8	400,000.00		0.00	400,000.00	400,000	2.06%
080324	12/30/2013	Northland	WHEATON IL PK TA	96257-PB-0	475,000.00		0.00	475,000.00	475,000	4.15%
090630B	12/30/2013	Northland	MCGREGOR ISD #00	580705-GM-7	100,000.00		0.00	100,000.00	100,000	3.00%
090212B	2/1/2014	Northland	ROSEMOUNT ISD#15	777594-WX-6	300,000.00		0.00	300,000.00	300,000	3.50%
090715A	2/1/2014	Northland	MOWER CTY MIN JA	624662-AH-5	515,000.00		0.00	515,000.00	515,000	3.80%
090820B	2/1/2014	Northland	LACQUI PARLE VAL	505468-AJ-7	120,000.00		0.00	120,000.00	120,000	3.15%
080425A	3/1/2014	Northland	DAUPHIN COUNTY 1	238253-RU-4	150,000.00		0.00	150,000.00	150,000	5.00%
090217B	3/1/2014	Northland	STILLWATER ISC #8	860758-PY-1	200,000.00		0.00	200,000.00	200,000	3.40%
100223B	4/1/2014	Northland	WINNEBAGO CITY V	974603-MZ-2	200,000.00		0.00	200,000.00	200,000	2.10%
080507	5/1/2014	Northland	FREEMONT NE ELEC	356730-T7-6	110,000.00		0.00	110,000.00	110,000	4.50%

2011 CASH AND INVESTMENT ACTIVITY

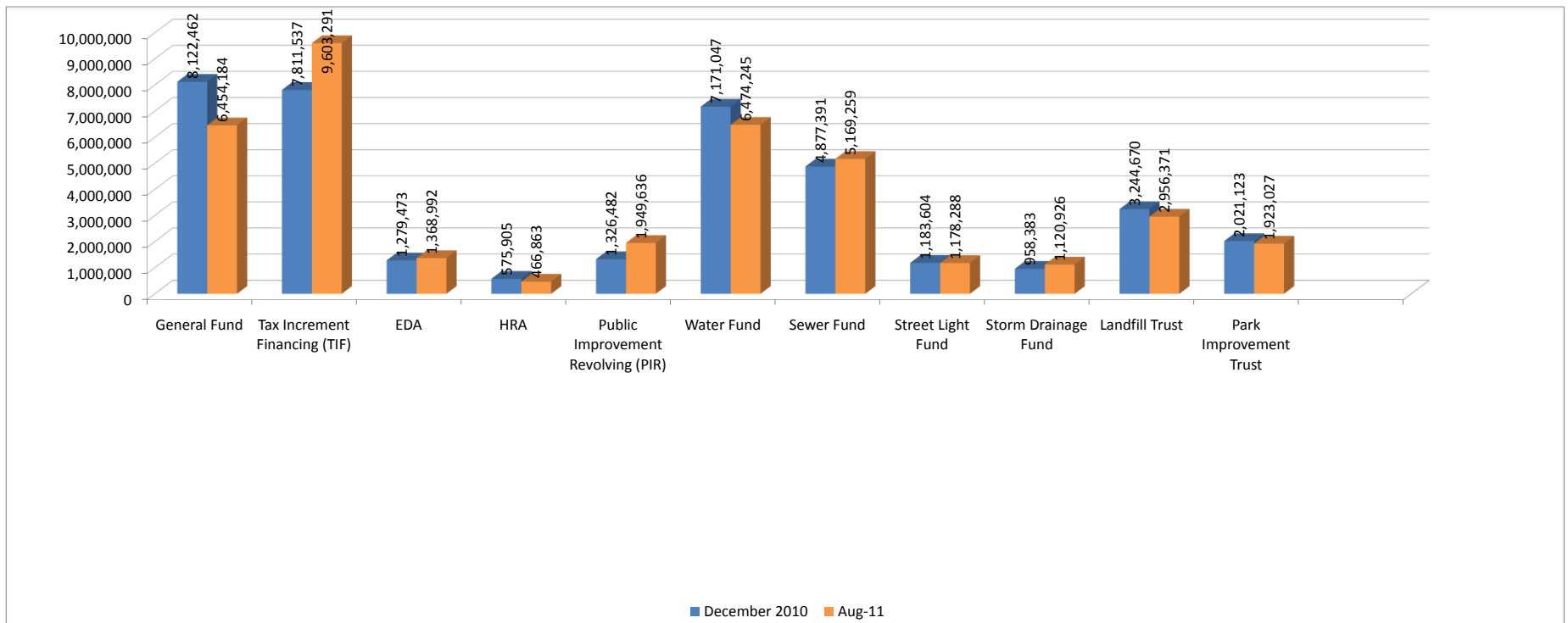
CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	CUSIP	PRIN	PURCH 2011	SOLD/	BV	PAR	YTM
					BAL 1/1/2011		MATURE 2011	PRIN BAL 12/31/2011		
090528B	5/28/2014	Northland	CD-SUNTRUST BAN	86789V-HM-2	100,000.00		0.00	100,000.00	100,000	4.00%
091103	6/1/2014	Northland	GRIMES IOWA BABE	398526-FV-O	120,000.00		0.00	120,000.00	120,000	3.25%
110201A	6/1/2014	Northland	WINDSOR HTS IOWA	973602-KR-5		255,000.00	0.00	255,000.00	255,000	1.35%
110301B	6/1/2014	Northland	DES MOINES IA COM	250097-YR-7		265,000.00	0.00	265,000.00	265,000	2.00%
110420	10/20/2017	Northland	FNMA,A	3136FR-EV-1		250,000.00	0.00	250,000.00	250,000	3.00%
090630C	12/30/2014	Northland	MCGREGOR ISD #00-	580705-GL-9	105,000.00		0.00	105,000.00	105,000	3.40%
090206	2/1/2015	Northland	NORTH ST PAUL MA	6621406D9	355,000.00		0.00	355,000.00	355,000	3.70%
090528A	2/1/2015	Northland	WAYZATA ISD #284	946813-TF-9	500,000.00		0.00	500,000.00	500,000	3.15%
090715B	2/1/2015	Northland	MOWER CTY MIN JA	624662-AJ-1	250,000.00		0.00	250,000.00	250,000	4.10%
090914	2/1/2015	Northland	GRAND RAPIDS MN	386334-2L-9	115,000.00		0.00	115,000.00	115,000	3.70%
100803A	2/1/2015	Northland	NEW PRAGUE BAB	648159-TU-5	60,000.00		0.00	60,000.00	60,000	2.65%
090310	4/1/2015	Northland	WEST ALLIS WIS CO	951172-7R-0	340,000.00		0.00	340,000.00	340,000	3.75%
081106	6/1/2015	Northland	KIRKWOOD COMM (497595-VC-9	245,000.00		0.00	245,000.00	245,000	5.50%
110301A	6/1/2015	Northland	DES MOINES IA COM	250097-YS-5		100,000.00	0.00	100,000.00	100,000	2.50%
100304	9/15/2015	Northland	FHLMC REMIC	3133F4-PN-5	750,000.00		750,000.00	0.00	750,000	3.00%
090420B	11/1/2015	Northland	BURLINGTON VT PL	022062-ML-3	200,000.00		0.00	200,000.00	200,000	3.75%
080502	12/15/2015	Northland	ROCKFORD ILL TAX	77316Q-B4-4	205,000.00		0.00	205,000.00	20,500	5.13%
110208	12/30/2015	Northland	MCGREGOR ISD #00-	580705-GN-5		95,000.00	0.00	95,000.00	95,000	2.35%
090217C	3/1/2016	Northland	STILLWATER ISC #8	860758-QA-2	245,000.00		0.00	245,000.00	245,000	4.20%
110114B	3/1/2016	Northland	APPLETON WIS SCH	038106-JN-1		100,000.00	0.00	100,000.00	100,000	2.77%
090706	4/1/2016	Northland	SHEBOYGAN WIS SC	821023-GU-6	140,000.00		0.00	140,000.00	140,000	6.25%
100223A	6/1/2016	Northland	DAVENPORT IOWA	238388-FU-1	335,000.00		0.00	335,000.00	335,000	3.25%
110201B	6/1/2016	Northland	WINDSOR HTS IOWA	973602-KT-1		130,000.00	0.00	130,000.00	130,000	2.30%
110114A	2/1/2017	Northland	HOPKINS ISD #270	439881-HB-2		100,000.00	0.00	100,000.00	100,000	2.75%
110203A	4/1/2017	Northland	MEDFORD WIS SCH	58434T-DK-3		40,000.00	0.00	40,000.00	40,000	2.75%
110106	6/1/2017	Northland	CHARLES CTY MD	159807-C3-8		105,000.00	0.00	105,000.00	105,000	4.00%
100803B	2/1/2018	Northland	NEW PRAGUE BAB	648159-TX-9	70,000.00		0.00	70,000.00	70,000	3.75%
090203B	12/15/2018	Northland	FHLMC REMIC	31397B-MQ-1	117,254.06		39,062.37	78,191.69	339,828	5.75%
100803C	2/1/2019	Northland	NEW PRAGUE BAB	648159-TY-7	45,000.00		0.00	45,000.00	45,000	4.00%
110310	2/1/2020	Northland	BROOKLYN CENTEF	113853-KG-9		285,000.00	0.00	285,000.00	285,000	4.65%
100803D	2/1/2020	Northland	NEW PRAGUE BAB	648159-TZ-4	70,000.00		0.00	70,000.00	70,000	4.25%
								12,749,549.20		
061017	1/23/2012	VILLAGE	CD-VILLAGE BANK	41117	523,905.46		0.00	523,905.46	500,000	4.70%
091209	3/9/2010	VILLAGE	CD'-CDARs Program		1,000,000.00		1,000,000.00	0.00	1,000,000	1.50%
100812B	8/11/2011	VILLAGE	CD'-CDARs Program		1,021,440.62		1,021,440.63	-0.01	1,021,441	1.25%
091002	6/2/2011	VILLAGE	CD-VILLAGE BANK	41031	1,000,000.00	36,968.35	0.00	1,036,968.35	1,000,000	
090528G	5/28/2010	VILLAGE	CD'-CDARs Program		1,021,440.63		1,021,440.63	0.00	1,000,000	2.15%
070322	1/30/2012	VILLAGE	CD-VILLAGE BANK	41123	558,356.00		0.00	558,356.00	500,000	4.70%
								2,119,229.80		
971212	11/28/2002	UBS	CD-FNB KEYSTONE,	320950AJ7R	96,000.00		0.00	96,000.00	96,000	6.25%
101228	4/1/2013	UBS	MPLS SCHOOL DIST	603792PR7	615,000.00		0.00	615,000.00	615,000	1.70%
050714	10/15/2014	UBS	FHR 2877 LA	31395HLH1	93,364.35		93,364.34	0.01	500,009	4.22%
100122	1/15/2015	UBS	FHLMC	3133F4MMO	750,000.00		750,000.00	0.00	750,000	2.00%
100824	6/1/2015	UBS	ILLINOIS STATE TA	452151LC5	500,000.00		0.00	500,000.00	500,000	3.82%
101230A	7/27/2016	UBS	FHLMC	313461MA9	1,000,000.00		1,000,000.00	0.00	1,000,000	2.00%
030430B	4/25/2018	UBS	FNR 2003-41-JH	31393BD36C	42,015.92		9,421.02	32,594.90	300,000.00	5.00%
030630A	6/15/2018	UBS	FHR 2628 AB	31393VMQ1C	78,445.72		20,690.61	57,755.11	200,000	3.12%
030730A	8/25/2018	UBS	FNR 2003-74-KN	31393EAL3C	134,002.28		29,129.65	104,872.63	300,000.00	3.59%
030930A	9/15/2018	UBS	FHR 2677 KH	31394JTP2	108,979.42		16,936.99	92,042.43	300,000	4.50%
031030A	11/25/2018	UBS	FNR 2003-113KA	31393T2P0	72,091.59		21,245.72	50,845.87	197,000	4.50%
040430	4/25/2019	UBS	FNR-2004-31-DA	31393YAJ4	153,133.30		39,840.08	113,293.22	500,000	4.50%
040730A	7/15/2019	UBS	FHR 2822 DB	31395C3S8	218,036.00		47,282.83	170,753.17	500,000	5.00%
040730B	7/15/2019	UBS	FHR 2822 DQ	31395C3U3	119,198.02		38,194.23	81,003.79	500,000	5.00%
040830	8/25/2019	UBS	FNR 2004 68 BT	31394AYU4	70,181.58		21,821.41	48,360.17	500,000	
970625	2/25/2021	UBS	FNMA FNR-1991-7 H	31358FZW2	3,000.00		0.00	3,000.00	129,000	7.84%
000417	8/15/2021	UBS	FHLMC REMIC 181e	312904AU9C	3,640.19		559.85	3,080.34	88,604	7.00%
970917B	9/15/2021	UBS	FHLMC REMIC SERII	312904GT6C	6,645.69		1,221.94	5,423.75	255,714	7.21%
001127	7/25/2022	UBS	FNR G92-35	31358PHV2C	3,808.24		435.10	3,373.14	75,215	7.49%
0210004	8/25/2022	UBS	FNR 1992-125L	31358PS40C	4,286.66		500.78	3,785.88	52,000	7.00%
110119	12/21/2015	UBS	FNMA	3136FPJ57		500,000.00	500,000.00	0.00	500,000	1.61%
110803B	9/28/2020	UBS	FNMA	3136FPLW5		712,000.00	0.00	712,000.00	712,000	1.00%
110810	8/10/2026	UBS	FNMA	3136FRF24		1,000,000.00	0.00	1,000,000.00	1,000,000	1.00%
110719	7/19/2016	UBS	FNMA	3136FRYJ6		750,000.00	0.00	750,000.00	750,000	1.25%
110525	11/25/2019	UBS	FHLMC	3134G2FQO		500,000.00	0.00	500,000.00	500,000	1.09%
110526	11/26/2018	UBS	FHLB	313373R38		500,000.00	500,000.00	0.00	500,000	2.00%
110311	7/1/2012	UBS	ILLINOIS BAB	452152GL9		1,000,000.00	0.00	1,000,000.00	1,000,000	3.08%
110329	3/29/2021	UBS	FNMA	3136FRDU4		500,000.00	0.00	500,000.00	500,000	1.39%

2011 CASH AND INVESTMENT ACTIVITY

CITY <u>INVEST #</u>	STATED MAT <u>DATE</u>	BROKER	SECURITY <u>DESCRIP</u>	CUSIP	PRIN	PURCH	SOLD/	BV	PAR	YTM
					BAL		MATURE	PRIN		
					<u>1/1/2011</u>	<u>2011</u>	<u>2011</u>	<u>BAL</u>		
								<u>12/31/2011</u>		
020826	10/15/2022	UBS	FHR 1391D	312912LUO	3,450.25		336.43	3,113.82	59,990	6.00%
010328	6/25/2023	UBS	FHG14A	312916PDSR	13,000.00		2,000.00	11,000.00	152,000	6.00%
031030C	10/15/2023	UBS	FHR 2687 DA	31394K5D2	33,359.28		33,279.88	79.40	500,000	4.52%
031030D	10/25/2023	UBS	FNR 2003-115A	31393TW36	14,580.98		14,581.01	-0.03	300,000	4.50%
020816B	1/25/2024	UBS	FNR G94-2D	31359GR40	1,772.38		529.23	1,243.15	46,221	6.45%
040130	1/25/2024	UBS	FNR 2004-2JA	31393U3X9	21,596.52		18,468.52	3,128.00	300,000	4.55%
100721	7/21/2025	UBS	FHLMC	3134G1LG7	1,000,000.00		1,000,000.00	0.00	750,000	1.15%
030730D	8/25/2033	UBS	FNR 2003-74-KX	31393ECT4C	20,203.33		20,203.54	-0.21	500,000.00	3.90%

Money Mkt							0.00	<u>6,461,748.54</u>	0.00	
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TOTAL INVESTMENTS					41,467,058.94	17,358,968.35	18,297,614.77	40,528,412.52		
			Unamortized Premiums		989,698.40	135,764.54		1,125,462.94		
			Unamortized Discounts		(2,829,705.74)	-2,609.38		-2,832,315.12		
			Village Bank Checking		4,142,232.77	31,445,566.56	30,819,043.29	4,768,756.04		
			Money Market Accounts		648,545.56	2,000,627.60	1,000,000.00	1,649,173.16		
			Net Cash and Investments		44,417,829.93	50,938,317.67	50,116,658.06	45,239,489.54		



**Significant Change in Water Fund: Internal Loan for Municipal Center - \$1M

CC Regular Session

5.2.

Meeting Date: 09/13/2011

By: Diana Lund, Finance

Title:

Receive July 2011 Financial Reports - General Fund and Enterprise Funds

Background:

Brief Summary of actual revenues and expenditures to date in comparison to adopted budget for the funds of: General, Water, Sewer, Storm, Street Lighting, Recycling and Storm Drainage.

Council Action:

No action required. Informational only.

Attachments

July 2011 General Fund Financial Report - Budget to Actual

July 2011 Enterprise Funds - Budget Compared to Actual

Form Review

Inbox

Kurt Ulrich

Form Started By: Diana Lund

Reviewed By

Kurt Ulrich

Date

09/08/2011 12:38 PM

Started On: 08/31/2011 11:11 AM

Final Approval Date: 09/08/2011

CITY OF RAMSEY

Period Summary - General Fund

Reporting Period: 1/1/2011 - 07/31/2011

Expenditures By Dept Head	2011	2011	2010	2010	2009	2009
	Budget	YTD Actual	Budget	YTD Actual	Budget	YTD Actual
Com Dev	557,272	298,967	597,419	325,700	824,350	506,415
Fire	749,783	349,157	748,713	370,213	764,766	363,816
Finance	471,420	385,639	518,175	398,559	511,814	361,868
Admin	1,344,287	840,755	1,488,890	834,331	1,512,148	835,118
Public Works	2,711,681	1,232,923	2,669,548	1,214,712	2,718,718	1,263,579
Police	2,919,369	1,592,242	2,863,561	1,541,988	2,772,287	1,496,678
Council	141,156	77,895	144,236	68,967	166,360	78,983
Legal	117,000	58,652	122,000	62,522	131,000	49,533
Transfers out	-	-	-	-	-	-
Debt Service	260,934	-	252,647	-	37,724	37,724
Contingency	33,898	8,000	68,002	-	93,792	-
	<u>9,306,800</u>	<u>4,844,229</u>	<u>9,473,191</u>	<u>4,816,991</u>	<u>9,532,959</u>	<u>4,993,713</u>
	-	-	-	-	-	-

Revenue	2011	2011	2010	2010	2009	2009
	Budget	YTD Actual	Budget	YTD Actual	Budget	YTD Actual
Taxes	7,037,127	3,422,656	7,034,194	3,562,820	7,532,034	3,831,148
Business Licenses/Permits	71,200	61,798	69,500	66,008	78,000	63,362
Non-Business Licenses/Permits	367,532	186,083	330,750	193,982	398,400	168,858
Federal Intergovernmental	6,000	-	6,000	-	6,000	358
State Intergovernmental	299,300	141,284	277,100	142,784	277,100	142,784
Local Intergovernmental	-	2,373	-	20	-	9
Charges for Services	823,875	187,156	700,451	198,011	785,588	152,424
Fines and Forfeits	112,500	58,079	120,000	46,194	120,000	60,239
Miscellaneous	19,000	17,475	45,000	11,304	2,000	7,801
Interest	100,000	-	150,000	-	240,000	-
Transfers in	612,866	-	965,046	-	257,687	398,620
	<u>9,449,400</u>	<u>4,076,905</u>	<u>9,698,041</u>	<u>4,221,124</u>	<u>9,696,809</u>	<u>4,825,604</u>

CITY OF RAMSEY

Period Summary - General Fund

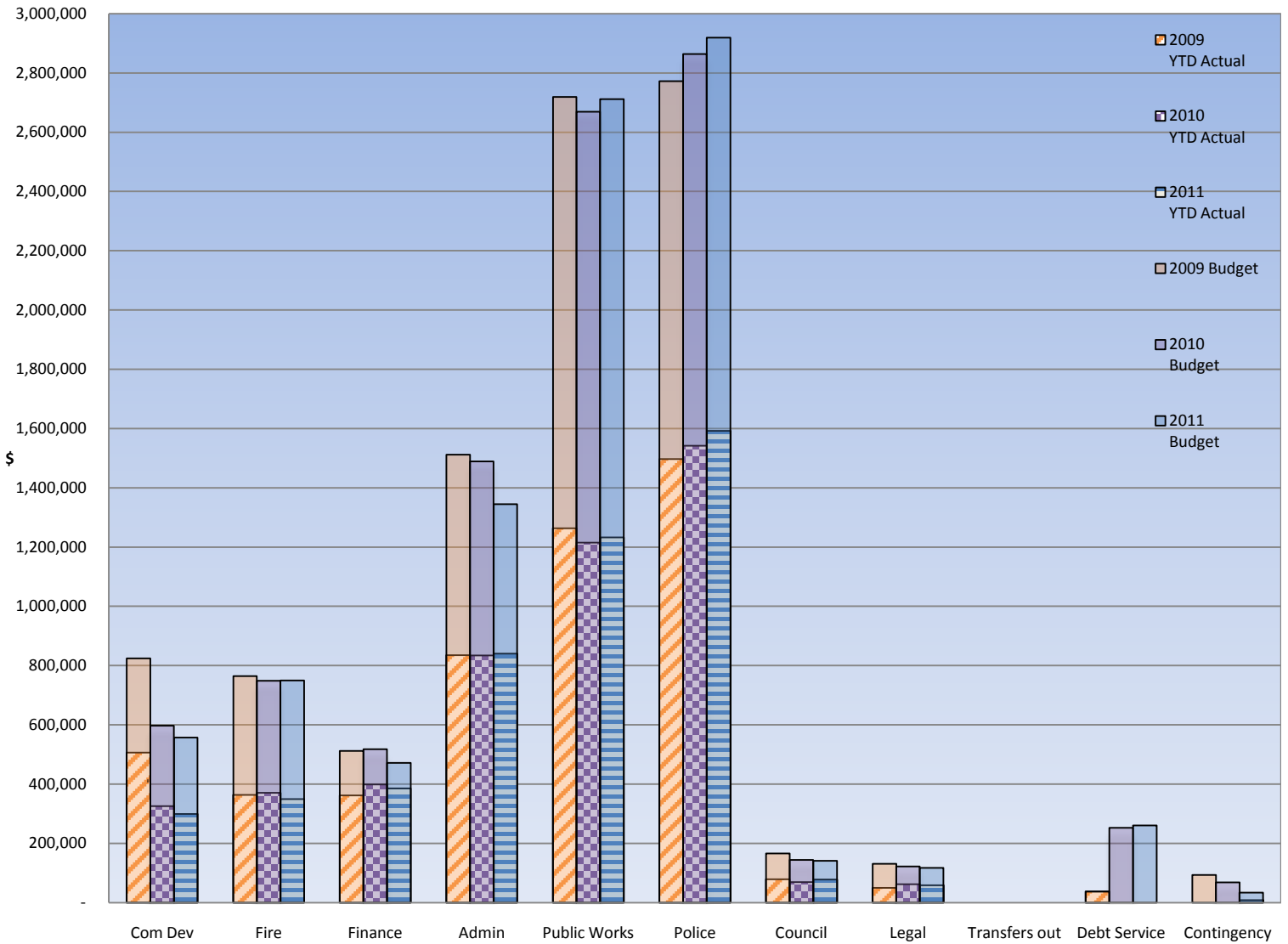
Reporting Period: 1/1/2011 - 07/31/2011

Capital Outlay	2011 Budget	2011 YTD Actual	2010 Budget	2010 YTD Actual	2009 Budget	2009 YTD Actual
Com Dev	-	-	-	-	-	-
Fire	32,000	-	10,800	8,490	31,600	32,427
Finance	-	-	-	-	-	-
Admin	16,000	-	33,000	9,500	17,400	16,681
Public Works	-	-	87,200	58,713	21,000	20,865
Police	94,600	75,579	93,850	90,642	93,850	82,843
Council	-	-	-	-	-	-
Legal	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
Contingency	-	-	-	-	-	-
	142,600	75,579	224,850	167,345	163,850	152,816
	-	-	-	-	-	-

Expenditures	2011 Budget	2011 YTD Actual	2010 Budget	2010 YTD Actual	2009 Budget	2009 YTD Actual
Personal Services	6,275,744	3,691,006	6,559,765	3,752,079	6,643,206	3,911,236
Supplies	724,837	394,690	710,972	340,324	749,309	339,391
Other Services & Charges	2,045,285	758,533	1,949,807	724,588	2,102,720	705,362
Transfers out	-	-	-	-	-	-
Debt Service	260,934	-	252,647	-	37,724	37,724
	9,306,800	4,844,229	9,473,191	4,816,991	9,532,959	4,993,713
	-	-	-	-	-	-
Revenue	(9,449,400)	(4,076,905)	(9,698,041)	(4,221,124)	(9,696,809)	(4,825,604)
Expenses	9,449,400	4,919,807	9,698,041	4,984,336	9,696,809	5,146,529

CITY OF RAMSEY

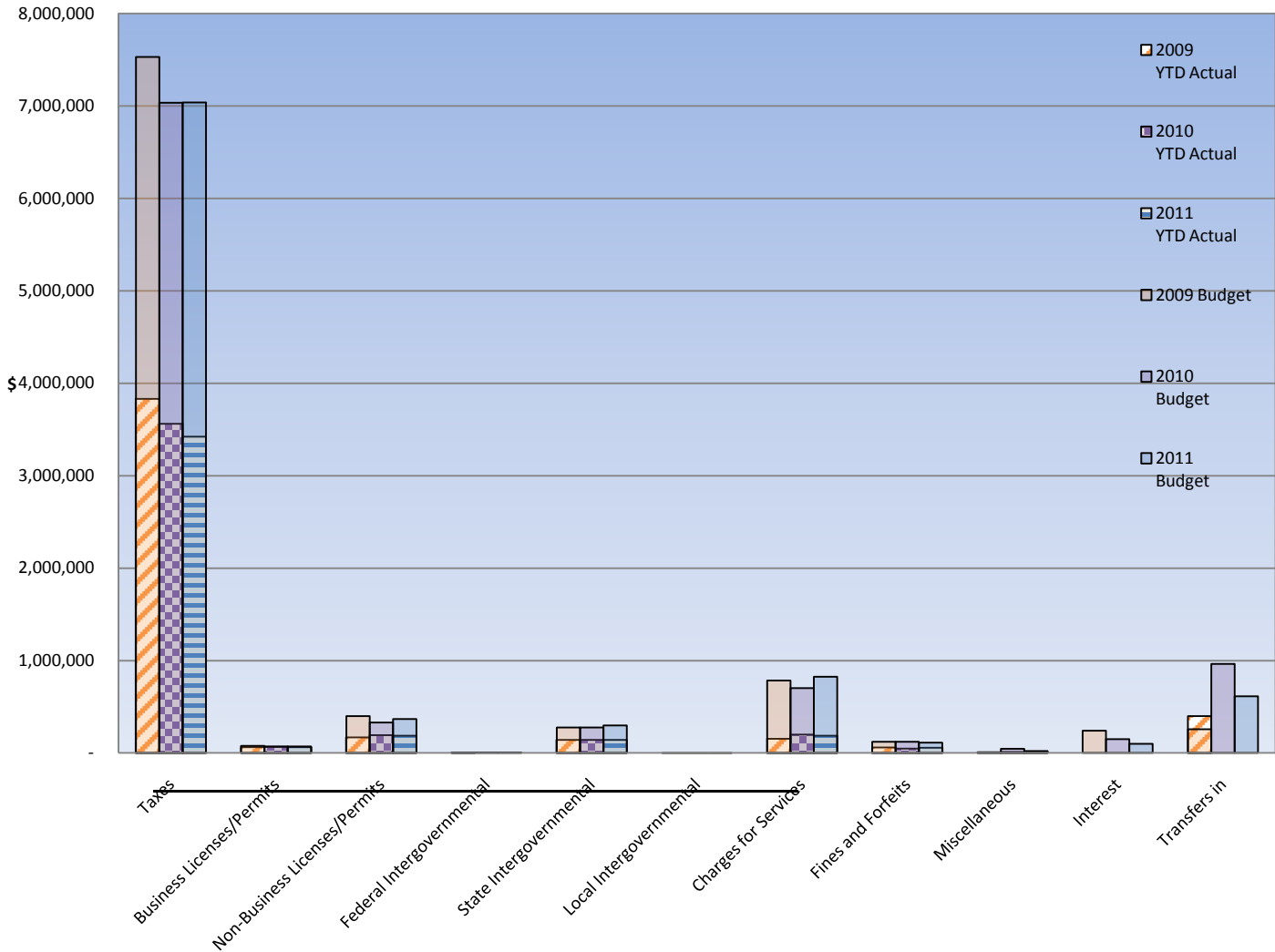
Budget to Actual Expenditures by Department YTD thru July 2011



	<u>Com Dev</u>	<u>Fire</u>	<u>Finance</u>	<u>Admin</u>	<u>Public Works</u>	<u>Police</u>	<u>Council</u>	<u>Legal</u>	<u>Transfers out</u>	<u>Debt Service</u>	<u>Contingency</u>	<u>Total</u>
2011 Budget	557,272	749,783	471,420	1,344,287	2,711,681	2,919,369	141,156	117,000	-	260,934	33,898	9,306,800
2011 YTD Actual	298,967	349,157	385,639	840,755	1,232,923	1,592,242	77,895	58,652	-	-	8,000	4,844,229
2010 Budget	597,419	748,713	518,175	1,488,890	2,669,548	2,863,561	144,236	122,000	-	252,647	68,002	9,473,191
2010 YTD Actual	325,700	370,213	398,559	834,331	1,214,712	1,541,988	68,967	62,522	-	-	-	4,816,991
2009 Budget	824,350	764,766	511,814	1,512,148	2,718,718	2,772,287	166,360	131,000	-	37,724	93,792	9,532,959
2009 YTD Actual	506,415	363,816	361,868	835,118	1,263,579	1,496,678	78,983	49,533	-	37,724	-	4,993,713
2011 YTD % of Budget	53.65%	46.57%	81.80%	62.54%	45.47%	54.54%	55.18%	50.13%	#DIV/0!	0.00%	23.60%	52.05%

CITY OF RAMSEY

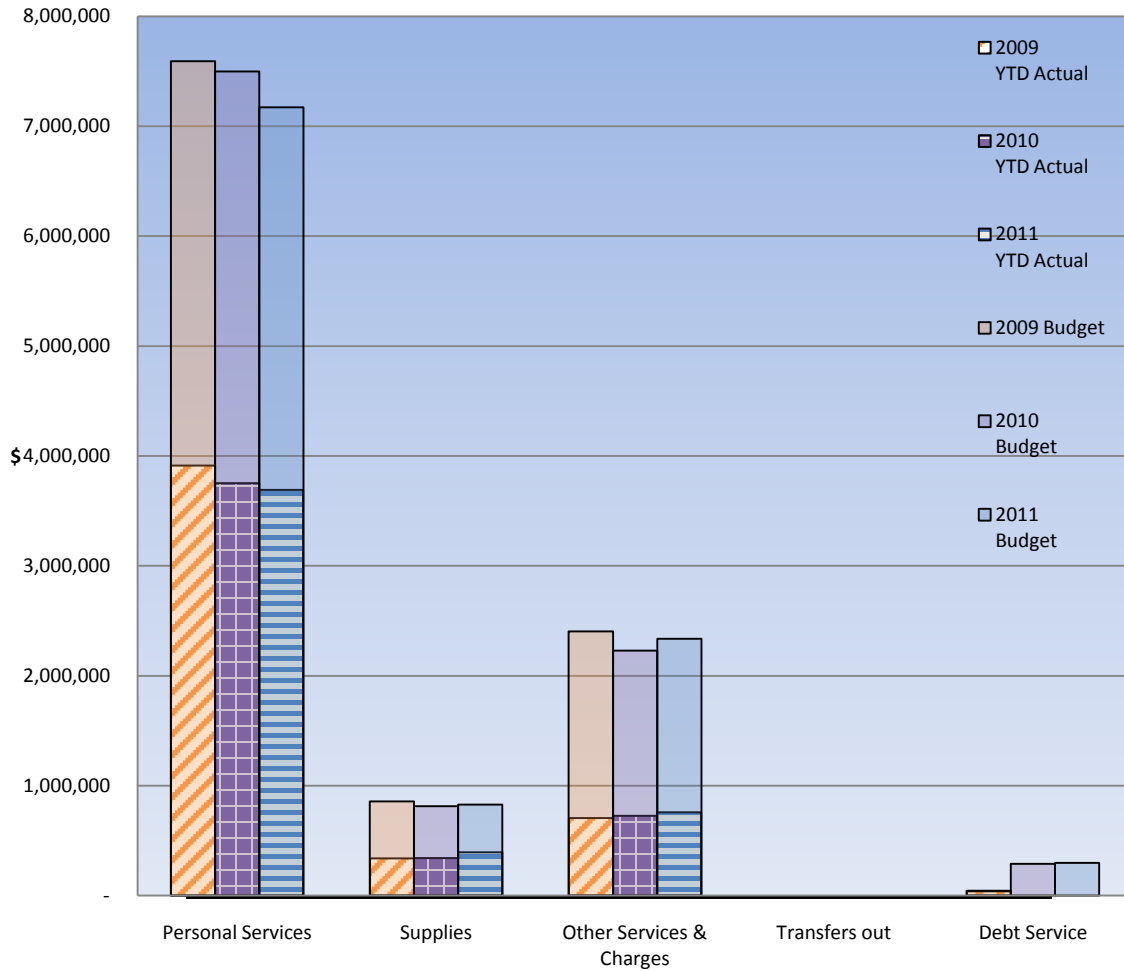
Budget to Actual Revenues YTD thru July 2011



	<u>Taxes</u>	<u>Business Licenses/Permits</u>	<u>Non-Business Licenses/Permits</u>	<u>Federal Intergovernmental</u>	<u>State Intergovernmental</u>	<u>Local Intergovernmental</u>	<u>Charges for Services</u>	<u>Fines and Forfeits</u>	<u>Misc.</u>	<u>Interest</u>	<u>Transfers in</u>	<u>Total</u>
2011 Budget	7,037,127	71,200	367,532	6,000	299,300	-	823,875	112,500	19,000	100,000	612,866	9,449,400
2011 YTD Actual	3,422,656	61,798	186,083	-	141,284	2,373	187,156	58,079	17,475	-	-	4,076,905
2010 Budget	7,034,194	69,500	330,750	6,000	277,100	-	700,451	120,000	45,000	150,000	965,046	9,698,041
2010 YTD Actual	3,562,820	66,008	193,982	-	142,784	20	198,011	46,194	11,304	-	-	4,221,124
2009 Budget	7,532,034	78,000	398,400	6,000	277,100	-	785,588	120,000	2,000	240,000	257,687	9,696,809
2009 YTD Actual	3,831,148	63,362	168,858	358	142,784	9	152,424	60,239	7,801	-	398,620	4,825,604
2011 YTD % of Budget	48.64%	86.80%	50.63%	0.00%	47.20%	#DIV/0!	22.72%	51.63%	91.98%	0.00%	0.00%	43.14%

CITY OF RAMSEY

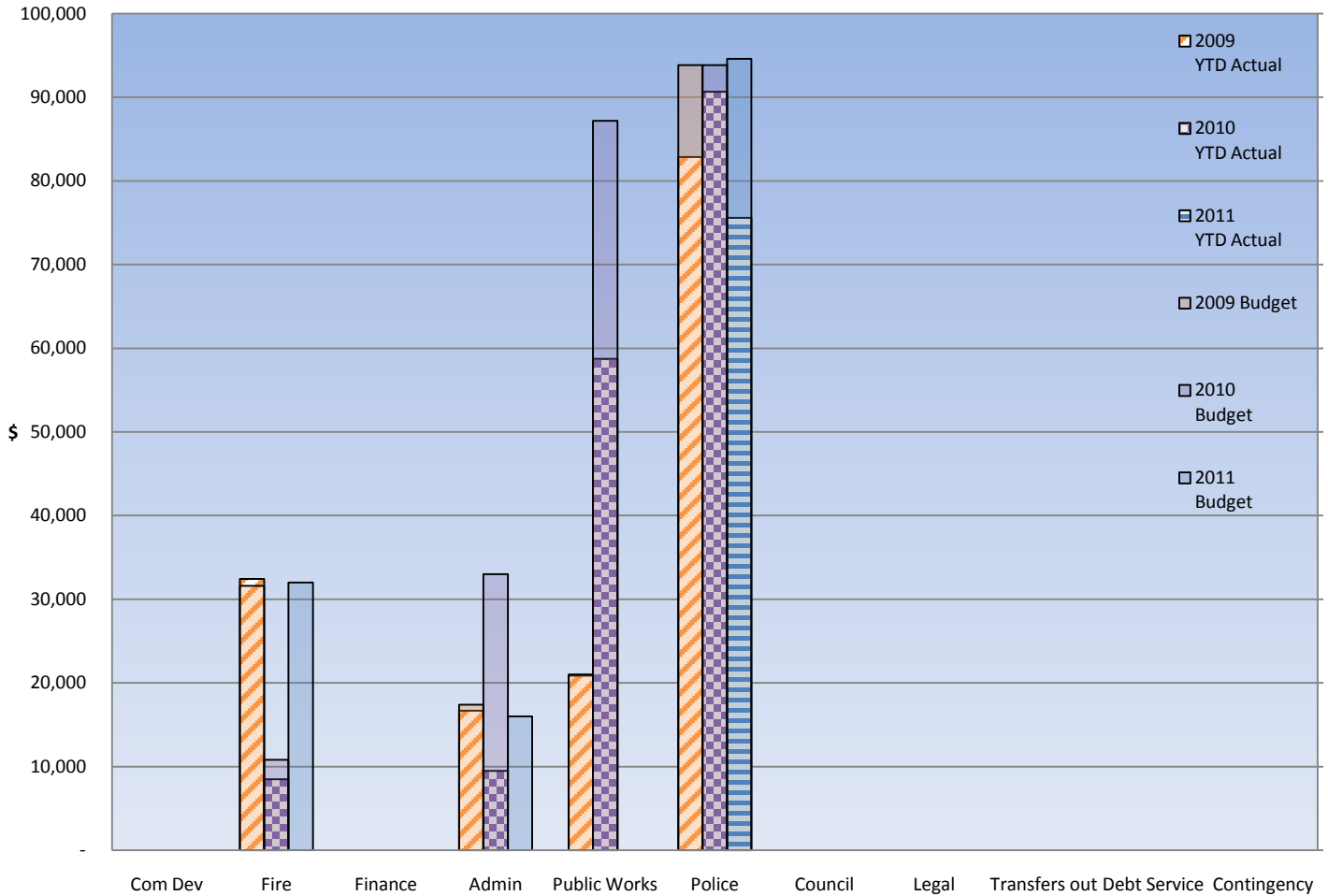
Budget to Actual Expenditures by Category YTD thru July 2011



	<u>Personal Services</u>	<u>Supplies</u>	<u>Other Services & Charges</u>	<u>Transfers out</u>	<u>Debt Service</u>	<u>Total</u>
2011 Budget	6,275,744	724,837	2,045,285	-	260,934	9,306,800
2011 YTD Actual	3,691,006	394,690	758,533	-	-	4,844,229
2010 Budget	6,559,765	710,972	1,949,807	-	252,647	9,473,191
2010 YTD Actual	3,752,079	340,324	724,588	-	-	4,816,991
2009 Budget	6,643,206	749,309	2,102,720	-	37,724	9,532,959
2009 YTD Actual	3,911,236	339,391	705,362	-	37,724	4,993,713
2011 YTD % of Budget	58.81%	54.45%	37.09%	#DIV/0!	0.00%	52.05%

CITY OF RAMSEY

Budget to Actual Capital Outlay YTD thru July 2011



	Com Dev	Fire	Finance	Admin	Public Works	Police	Council	Legal	Transfers out	Debt Service	Contingency	Total
2011 Budget	-	32,000	-	16,000	-	94,600	-	-	-	-	-	142,600
2011 YTD Actual	-	-	-	-	-	75,579	-	-	-	-	-	75,579
2010 Budget	-	10,800	-	33,000	87,200	93,850	-	-	-	-	-	224,850
2010 YTD Actual	-	8,490	-	9,500	58,713	90,642	-	-	-	-	-	167,345
2009 Budget	-	31,600	-	17,400	21,000	93,850	-	-	-	-	-	163,850
2009 YTD Actual	-	32,427	-	16,681	20,865	82,843	-	-	-	-	-	152,816
2011 YTD % of Budget	#DIV/0!	0.00%	#DIV/0!	0.00%	#DIV/0!	79.89%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	53.00%

CITY OF RAMSEY

PERIOD SUMMARY BY DEPARTMENT
ENTERPRISE FUND

Net Revenue (Loss) for Period				Reporting Period: 1/1/2011 - 7/31/11		
Dept	2011 Budget	2011 YTD Actual	2010 Budget	2010 YTD Actual	2009 Budget	2009 YTD Actual
Water	375,820.00	439,392.76	509,873.00	417,425.58	129,745.00	581,139.41
Sewer	50,586.00	219,142.11	227,191.00	213,479.87	115,228.00	205,403.46
Priority Street Lighting	4,350.00	13,600.90	24,740.00	17,985.34	39,593.00	4,310.46
Recycling	11,687.00	(27,623.54)	28,780.00	(31,438.91)	203.00	(35,803.19)
Storm Water	218,257.00	219,260.00	233,890.00	244,341.80	190,434.00	217,462.50

REVENUE SUMMARY - BY FUND				Reporting Period: 1/1/2011 - 7/31/11		
Dept	2011 Budget	2011 YTD Actual	2010 Budget	2010 YTD Actual	2009 Budget	2009 YTD Actual
Water	1,860,075.00	727,328.50	1,901,882.00	743,536.18	1,668,332.00	918,253.39
Sewer	1,324,830.00	641,367.12	1,372,897.00	585,010.48	1,247,885.00	577,032.59
Priority Street Lighting	191,678.00	88,724.89	199,272.00	87,328.83	191,710.00	81,673.61
Recycling	336,079.00	147,969.68	343,441.00	147,198.57	334,245.00	141,546.96
Storm Water	614,184.00	302,263.14	625,367.00	309,477.36	598,671.00	291,984.33

EXPENSE SUMMARY - BY FUND				Reporting Period: 1/1/2011 - 7/31/11		
Dept	2011 Budget	2011 YTD Actual	2010 Budget	2010 YTD Actual	2009 Budget	2009 YTD Actual
Water	1,484,255.00	287,935.74	1,392,009.00	326,110.60	1,538,587.00	337,113.98
Sewer	1,274,244.00	422,225.01	1,145,706.00	371,530.61	1,132,657.00	371,629.13
Priority Street Lighting	187,328.00	75,123.99	174,532.00	69,343.49	152,117.00	77,363.15
Recycling	324,392.00	175,593.22	314,661.00	178,637.48	334,042.00	177,350.15
Storm Water	395,927.00	83,003.14	391,477.00	65,135.56	408,237.00	74,521.83

CITY OF RAMSEY

PERIOD DETAIL BY DEPARTMENT
ENTERPRISE FUND

ENTERPRISE FUND -- 9601 WATER UTILITY		Reporting Period: 1/1/2011 - 7/31/11				
Description	2011 Budget	2011 YTD Actual	2010 Budget	2010 YTD Actual	2009 Budget	2009 YTD Actual
REVENUE						
Fund Revenue/Penalties	1,579,812.00	703,276.39	1,566,072.00	750,404.26	1,384,832.00	778,623.74
Charges for Services	28,000.00	14,207.00	32,422.00	24,704.35	33,500.00	19,805.00
Taxes	32,263.00	-	83,388.00	-	-	80,243.00
Business Licenses/Permits	-	(78.02)	-	-	-	-
Non-Business Licenses/Permits	-	-	-	-	-	-
Federal Intergovernmental	-	-	-	-	-	-
State Intergovernmental	-	-	-	-	-	-
Local Intergovernmental	-	-	-	-	-	-
Fines and Forfeits	-	-	-	-	-	-
Miscellaneous	-	9,923.13	-	(31,572.43)	-	3,592.92
Interest	220,000.00	-	220,000.00	-	250,000.00	35,988.73
Transfers in	-	-	-	-	-	-
TOTAL REVENUE	1,860,075.00	727,328.50	1,901,882.00	743,536.18	1,668,332.00	918,253.39
EXPENSES						
Personal Services	239,660.00	124,531.83	247,086.00	116,949.46	251,732.00	107,069.72
Supplies	346,500.00	98,444.24	307,540.00	121,282.26	396,000.00	117,514.20
Other Services & Charges	217,435.00	64,959.67	204,723.00	87,878.88	213,195.00	82,530.06
Transfers out	33,000.00	-	32,000.00	-	30,000.00	30,000.00
Capital Outlay	-	-	-	-	-	-
Depreciation	647,660.00	-	600,660.00	-	647,660.00	-
TOTAL EXPENSES	1,484,255.00	287,935.74	1,392,009.00	326,110.60	1,538,587.00	337,113.98
EXCESS OF REVENUES OVER/UNDER EXPENSES	375,820.00	439,392.76	509,873.00	417,425.58	129,745.00	581,139.41

CITY OF RAMSEY

PERIOD DETAIL BY DEPARTMENT
ENTERPRISE FUND

ENTERPRISE FUND -- 9602 SEWER UTILITY		Reporting Period: 1/1/2011 - 7/31/11				
Description	2011 Budget	2011 YTD Actual	2010 Budget	2010 YTD Actual	2009 Budget	2009 YTD Actual
REVENUE						
Fund Revenue/Penalties	1,224,435.00	640,546.33	1,240,820.00	616,329.16	1,145,885.00	575,903.81
Charges for Services	1,000.00	645.40	2,077.00	1,489.00	2,000.00	360.00
Taxes	19,395.00	-	50,000.00	-	-	-
Business Licenses/Permits	-	-	-	-	-	-
Non-Business Licenses/Permits	-	-	-	-	-	-
Federal Intergovernmental	-	-	-	-	-	-
State Intergovernmental	-	-	-	-	-	-
Local Intergovernmental	-	-	-	-	-	-
Fines and Forfeits	-	-	-	-	-	-
Miscellaneous	-	175.39	-	(32,807.68)	-	768.78
Interest	80,000.00	-	80,000.00	-	100,000.00	-
Transfers in	-	-	-	-	-	-
TOTAL REVENUE	1,324,830.00	641,367.12	1,372,897.00	585,010.48	1,247,885.00	577,032.59
EXPENSES						
Personal Services	121,530.00	19,689.80	53,295.00	18,406.70	92,281.00	23,348.93
Supplies	11,700.00	5,541.38	12,630.00	9,398.18	6,250.00	7,604.85
Other Services & Charges	616,580.00	396,993.83	596,347.00	343,725.73	552,692.00	316,675.35
Transfers out	27,000.00	-	26,000.00	-	24,000.00	24,000.00
Capital Outlay	-	-	-	-	-	-
Depreciation	497,434.00	-	457,434.00	-	457,434.00	-
TOTAL EXPENSES	1,274,244.00	422,225.01	1,145,706.00	371,530.61	1,132,657.00	371,629.13
EXCESS OF REVENUES OVER/UNDER EXPENSES	50,586.00	219,142.11	227,191.00	213,479.87	115,228.00	205,403.46

CITY OF RAMSEY

PERIOD DETAIL BY DEPARTMENT
ENTERPRISE FUND

ENTERPRISE FUND -- 9603 STREET LIGHTING UTILITY			Reporting Period: 1/1/2011 - 7/31/11			
Description	2011 Budget	2011 YTD Actual	2010 Budget	2010 YTD Actual	2009 Budget	2009 YTD Actual
REVENUE						
Fund Revenue/Penalties	171,678.00	88,724.89	179,272.00	87,328.83	169,710.00	81,673.61
Charges for Services	-	-	-	-	-	-
Taxes	-	-	-	-	-	-
Business Licenses/Permits	-	-	-	-	-	-
Non-Business Licenses/Permits	-	-	-	-	-	-
Federal Intergovernmental	-	-	-	-	-	-
State Intergovernmental	-	-	-	-	-	-
Local Intergovernmental	-	-	-	-	-	-
Fines and Forfeits	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-
Interest	20,000.00	-	20,000.00	-	22,000.00	-
Transfers in	-	-	-	-	-	-
TOTAL REVENUE	191,678.00	88,724.89	199,272.00	87,328.83	191,710.00	81,673.61
EXPENSES						
Personal Services	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Other Services & Charges	134,328.00	75,123.99	127,453.00	69,343.49	106,545.00	65,363.15
Transfers out	13,000.00	-	12,500.00	-	12,000.00	12,000.00
Capital Outlay	-	-	-	-	-	-
Depreciation	40,000.00	-	34,579.00	-	33,572.00	-
TOTAL EXPENSES	187,328.00	75,123.99	174,532.00	69,343.49	152,117.00	77,363.15
EXCESS OF REVENUES OVER/UNDER EXPENSES	4,350.00	13,600.90	24,740.00	17,985.34	39,593.00	4,310.46

CITY OF RAMSEY

PERIOD DETAIL BY DEPARTMENT
ENTERPRISE FUND

ENTERPRISE FUND -- 9604 RECYCLING UTILITY		Reporting Period: 1/1/2011 - 7/31/11				
Description	2011 Budget	2011 YTD Actual	2010 Budget	2010 YTD Actual	2009 Budget	2009 YTD Actual
REVENUE						
Fund Revenue/Penalties	285,600.00	147,354.73	293,368.00	146,130.97	285,600.00	141,426.96
Charges for Services	-	-	-	-	-	-
Taxes	-	-	-	-	-	-
Business Licenses/Permits	-	-	-	-	-	-
Non-Business Licenses/Permits	-	-	-	-	-	-
Federal Intergovernmental	-	-	-	-	-	-
State Intergovernmental	-	-	-	-	-	-
Local Intergovernmental	50,279.00	-	49,873.00	-	48,145.00	-
Fines and Forfeits	-	-	-	-	-	-
Miscellaneous	-	614.95	-	1,067.60	-	120.00
Interest	200.00	-	200.00	-	500.00	-
Transfers in	-	-	-	-	-	-
TOTAL REVENUE	336,079.00	147,969.68	343,441.00	147,198.57	334,245.00	141,546.96
EXPENSES						
Personal Services	5,992.00	2,903.79	6,764.00	4,188.55	5,992.00	4,320.31
Supplies	10,000.00	2,987.15	7,690.00	4,411.38	10,000.00	2,447.72
Other Services & Charges	300,400.00	169,702.28	293,207.00	170,037.55	311,250.00	163,782.12
Transfers out	8,000.00	-	7,000.00	-	6,800.00	6,800.00
Capital Outlay	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-
TOTAL EXPENSES	324,392.00	175,593.22	314,661.00	178,637.48	334,042.00	177,350.15
EXCESS OF REVENUES OVER/UNDER EXPENSES	11,687.00	(27,623.54)	28,780.00	(31,438.91)	203.00	(35,803.19)

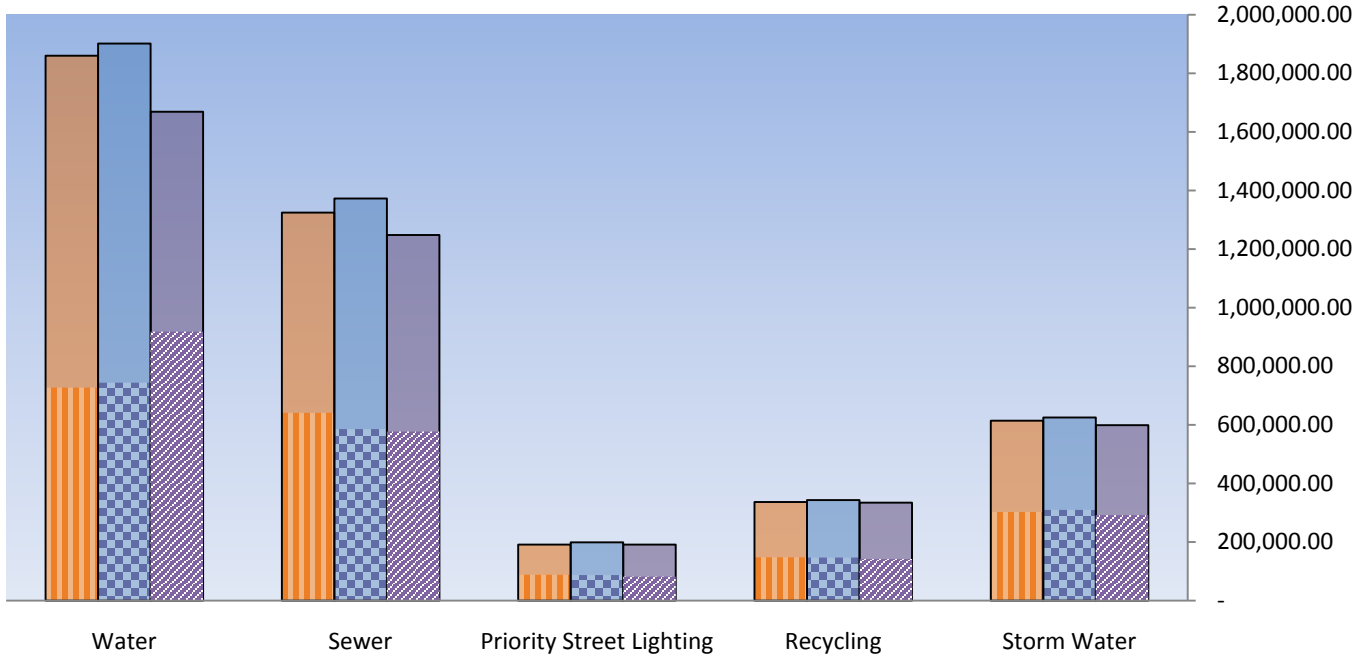
CITY OF RAMSEY

PERIOD DETAIL BY DEPARTMENT
ENTERPRISE FUND

ENTERPRISE FUND -- 9605 STORM WATER UTILITY		Reporting Period: 1/1/2011 - 7/31/11				
Description	2011 Budget	2011 YTD Actual	2010 Budget	2010 YTD Actual	2009 Budget	2009 YTD Actual
REVENUE						
Fund Revenue/Penalties	606,184.00	302,263.14	617,367.00	309,477.36	588,671.00	291,699.93
Charges for Services	-	-	-	-	-	-
Taxes	-	-	-	-	-	-
Business Licenses/Permits	-	-	-	-	-	-
Non-Business Licenses/Permits	-	-	-	-	-	-
Federal Intergovernmental	-	-	-	-	-	-
State Intergovernmental	-	-	-	-	-	-
Local Intergovernmental	-	-	-	-	-	-
Fines and Forfeits	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	284.40
Interest	8,000.00	-	8,000.00	-	10,000.00	-
Transfers in	-	-	-	-	-	-
TOTAL REVENUE	614,184.00	302,263.14	625,367.00	309,477.36	598,671.00	291,984.33
EXPENSES						
Personal Services	70,231.00	22,292.54	68,630.00	18,874.30	69,008.00	24,820.06
Supplies	22,500.00	8,901.16	32,890.00	21,580.16	21,600.00	8,778.15
Other Services & Charges	51,420.00	51,809.44	43,957.00	24,681.10	58,315.00	21,923.62
Transfers out	22,000.00	-	21,000.00	-	19,000.00	19,000.00
Capital Outlay	-	-	-	-	-	-
Depreciation	229,776.00	-	225,000.00	-	240,314.00	-
TOTAL EXPENSES	395,927.00	83,003.14	391,477.00	65,135.56	408,237.00	74,521.83
EXCESS OF REVENUES OVER/UNDER EXPENSES	218,257.00	219,260.00	233,890.00	244,341.80	190,434.00	217,462.50

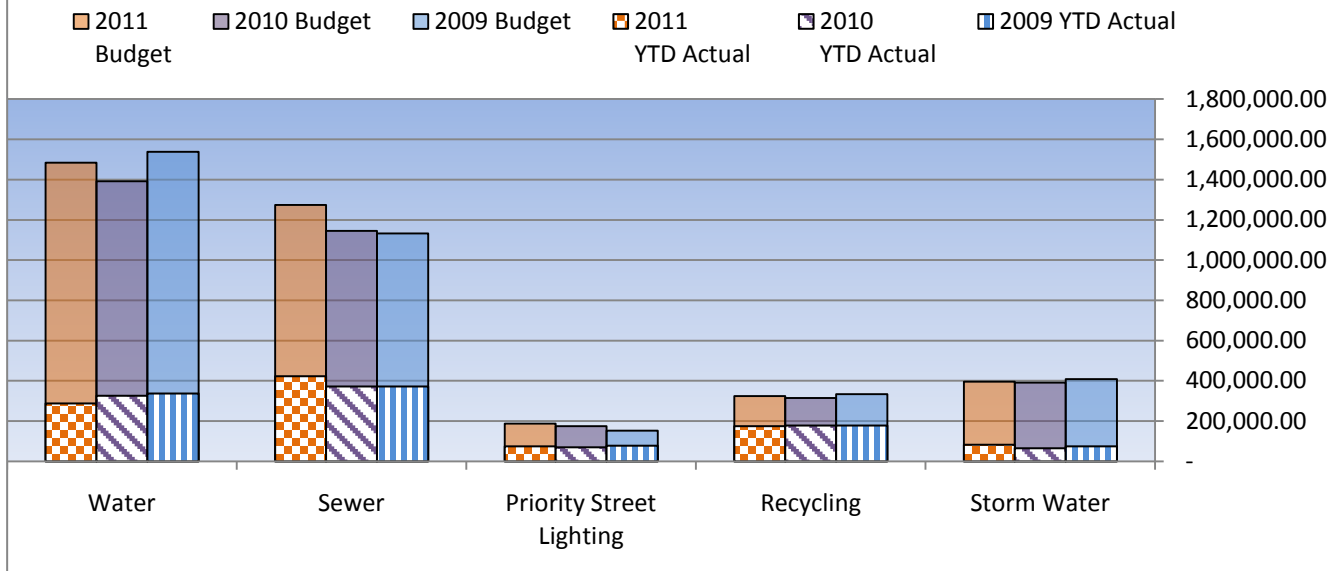
Budget to Actual Revenues YTD thru July 2011

2011 YTD Actual
 2010 YTD Actual
 2009 Budget
 2011 Budget
 2010 Budget
 2009 YTD Actual



	<u>Water</u>	<u>Sewer</u>	<u>Priority Street Lighting</u>	<u>Recycling</u>	<u>Storm Water</u>
2011 Budget	1,860,075	1,324,830	191,678	336,079	614,184
2011 YTD Actual	727,329	641,367	88,725	147,970	302,263
2011 YTD % of Budget	39.10%	48.41%	46.29%	44.03%	49.21%
2010 Budget	1,901,882	1,372,897	199,272	343,441	625,367
2010 YTD Actual	743,536	585,010	87,329	147,199	309,477
2010 YTD % of Budget	39.09%	42.61%	43.82%	42.86%	49.49%
2009 Budget	1,668,332	1,247,885	191,710	334,245	598,671
2009 YTD Actual	918,253	577,033	81,674	141,547	291,984
2009 YTD % of Budget	55.04%	46.24%	42.60%	42.35%	48.77%

Budget to Actual Expense YTD thru July 2011



	<u>Water</u>	<u>Sewer</u>	<u>Priority Street Lighting</u>	<u>Recycling</u>	<u>Storm Water</u>
2011 Budget	1,484,255	1,274,244	187,328	324,392	395,927
2011 YTD Actual	287,936	422,225	75,124	175,593	83,003
2011 YTD % of Budg	19.40%	33.14%	40.10%	54.13%	20.96%
2010 Budget	1,392,009	1,145,706	174,532	314,661	391,477
2010 YTD Actual	326,111	371,531	69,343	178,637	65,136
2010 YTD % of Budg	23.43%	32.43%	39.73%	56.77%	16.64%
2009 Budget	1,538,587	1,132,657	152,117	334,042	408,237
2009 YTD Actual	337,114	371,629	77,363	177,350	74,522
2009 YTD % of Budg	21.91%	32.81%	50.86%	53.09%	18.25%

CC Regular Session

5.3.

Meeting Date: 09/13/2011

By: Jo Thieling, Administrative Services

Title:

Approve the Following Meeting Minutes:

- 1) City Council Work Session - August 9, 2011
- 2) City Council Regular - August 9, 2011
- 3) City Council - Special - August 15, 2011

Council Action:

Approve the meeting minutes for the following:

- 1) City Council Work Session - August 9, 2011
 - 2) City Council Regular - August 9, 2011
 - 3) City Council Special - August 15, 2011
-

Attachments

CC Work Session - 8/9/11

CC Regular - 8/9/11

CC Special - 8/15/11

Form Review

Inbox

Kurt Ulrich

Reviewed By

Jo Thieling

Date

09/08/2011 01:00 PM

Form Started By: Jo Thieling

Started On: 09/08/2011 09:41 AM

Final Approval Date: 09/08/2011

City of Ramsey
Agenda
City Council Work Session
Tuesday September 6, 2011
Immediately Following Special City Council
Lake Itasca Room 7550 Sunwood Drive NW

1. **Call to Order**
2. **Topics for Discussion**
 1. Review Clothing Donation Box Requirements
 2. Review Rail Station Funding and Schedule
3. **Future Topics for Discussion - *See Attached Calendar***
 1. Review Future Topics/Calendar
4. **Mayor/Council/Staff Input**
5. **Adjournment**

Meeting Date: 09/06/2011**By:** Tim Gladhill, Community Development**Title:**

Review Clothing Donation Box Requirements

Background:

A resident of Ramsey contacted the City to suggest the City consider prohibiting clothing donation drop boxes that are placed in parking lots of area businesses. These boxes are often placed in parking lots of local businesses to serve as a mechanism to donate clothing. Some vendors may choose to use this as a mechanism to donate clothing to those in need while others may use this as a mechanism to recycle or re-sell donated clothing.

Notification:

Notification not required at this stage.

Observations:

Staff is looking for policy direction from the City Council as to the level of regulation it is comfortable in placing on these units. A review of adjacent communities shows there is a broad range of approaches ranging from no regulation to prohibiting this type of use.

There are certain positive effects for allowing these types of units, regardless if the vendor chooses to donate the clothing or sell. By utilizing these collection boxes, clothing remains out of area landfills rather than being disposed of through traditional waste hauling services. However, the attached letter notes concerns of USAgain units, a vendor that places these units in the area, including Ramsey. The letter states that the information provided by USAgain is misleading, in that clothes dropped in these boxes are not being donated, rather re-sold as recycled clothing. Staff notes that in either case, these units do provide an opportunity for re-use of clothing that may not otherwise be accepted by more traditional recycled clothing stores. Many of these traditional type stores will only accept donations of clothes that are only a couple years old.

However, there are also certain negative effects by allowing these types of collection boxes. On occasion, these units can create an issue with the City's existing public nuisance ordinance when the unit is not frequently or adequately emptied in a timely manner. This results in some donations simply being placed outside the unit. Furthermore, some individuals will use this as an opportunity to donate items other than clothes, such as furniture. Staff has responded to a handful of complaints that did require follow up with property owners.

Many cities are considering these units as outside storage, which thereby prohibits their use in many zoning districts. Also, certain communities have made the policy decision that these units shall be allowed, provided they do not become a public nuisance as noted above. Some of these communities utilize their public nuisance ordinance to address issues with outside storage when the units are full or furniture is placed next to them. In many of the communities that allow these units, the Conditional Use Permit process appears to be an effective tool. In this case, the City can have the opportunity to review the site conditions to ensure adequate space, impose reasonable conditions to mitigate identified adverse secondary effects, and provides a tool for enforcement in the event the user does not comply with applicable ordinances and/or agreements.

In reviewing the request, Staff noted the need to ensure that these units were defined separately from other transient type units. For example, DVD/Blu Ray rental kiosks such as 'Red Box' could be inadvertently interpreted to be included in any ordinance developed.

Recommendation:

Based on discussion.

Funding Source:

Review of the request is being handled as part of regular staff duties.

Council Action:

Provide staff with policy direction in regards to regulating donation boxes.

Attachments

Request from Resident

Form Review

Inbox	Reviewed By	Date
Chris Anderson	Chris Anderson	08/30/2011 10:03 AM
Heidi Nelson	Heidi Nelson	09/01/2011 03:17 PM
Kurt Ulrich	Kurt Ulrich	09/01/2011 04:02 PM
Form Started By: Tim Gladhill		Started On: 08/25/2011 10:51 AM
	Final Approval Date: 09/01/2011	

Mr. Ramsey

I would like to bring to your attention this article published in the Gate County Leader newspaper, out of Grantsburg, Wis. My hopes are that you would publish it and make our Community aware of the deception these "Red Boxes" placed in our Community are projecting.

They, in fact, are a profit making business. They sell the donations in the boxes to third world countries.

Let's send USAgain "packing" and keep our donations in our own Community. We know they will help people caught in the economic crunch - and the disabled.

Please consider doing what you can to get these boxes out of our Community. We can donate to local Churches and other Charitable organizations.

Thank You

Jon Marie
15333 Barium N.W.
Ramsey Mn
55383

763-421-8415

Follow
the Leader

INTER-COUNTY
Leader

Giving to the needy? Not at all, says USAgain

Company fills a need, says
spokesperson, by
recycling and reselling
clothes that would
otherwise end up in a landfill

by Gary King
leader editor

FREDERIC - Some would-be donors have been stymied by the large red clothing collection boxes that appeared this past year in the village.

There's one at a convenience store on Hwy. 35 and another at the grocery store on Main Street.

A sign on the boxes says, "Let your used clothing get a second life and be reused - that makes good sense!"

Another says, "We are a commercial company doing something good for the environment."

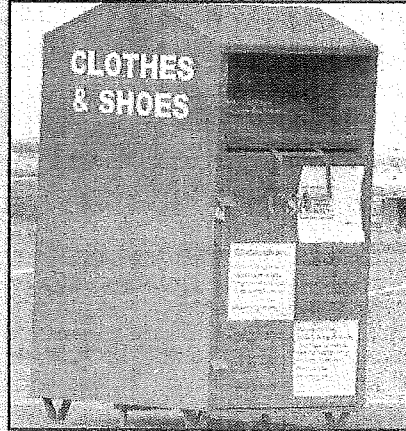
Yet another claims, "We cooperate with schools, nonprofits, city recycling programs and local businesses to bring this recycling option to your community."

So where do the clothes and shoes placed in the boxes end up?

Not here. And likely not in the United States.

In fact, the USAgain (pronounced 'use again') company is not a charity but a clothing-recycling business that sells the bulk of these donated items

See Donation boxes, page 3



USAgain donation boxes showed up this past year in Frederic, puzzling some would-be donors who have wondered where their donations end up. -

Photo by Gary King

cooperative-owned newspaper • 5

Donation boxes/ from page 1

to Third World countries such as Bulgaria and Nicaragua where few can afford to buy clothes and the market for secondhand clothing is huge.

USAgain has 9,000 such boxes in 16 states and collects millions of pounds of clothing for resale and recycling every year.

And why should someone donate to the boxes so a company can resell it to make money?

"To keep clothing out of landfills," said Margaret Sullivan, a USAgain spokesperson. "And in the end most clothing doesn't go to a good cause, it ends up in

the trash. We're helping out the environment and recognizing a business opportunity."

She said USAgain, based in Elgin, Ill., has never presented itself as a charity.

What about the sign stating they cooperate with schools and local businesses?

"We have a program where schools can request to have a bin on their property and we give them a percentage of the clothing sold," Sullivan said.

Such an agreement does not exist with a local school at this time.

According to some news reports, some towns have sent USAgain packing.

"This wasn't about goodwill for the community," says Frank Bergman, mayor of Cahokia, Ill. "This was about making money."

At least one Frederic woman agrees with that sentiment.

"I believe these bins are hurting our local economy," she said in a letter to the Leader. "I believe we need to get them out of here."

The woman said people should donate their old clothing

to a local thrift store instead.

"While so many businesses are struggling, let's not just give away what little we have to a giant like this," she wrote.

USAgain spokesperson Margaret Sullivan agreed that people wanting to give clothing to help the local community should not put their donations in the USAgain boxes.

"If you're doing that, give it to your church," she said.

CC Work Session

2. 2.

Meeting Date: 09/06/2011

By: Jo Thieling, Administrative Services

Title:

Review Rail Station Funding and Schedule

Background:

A number of items will be finalized in the next 30 days in regard to the Ramsey Rail station project. This item is to provide an update to the Council on the project and upcoming decision points, and to answer any questions or address any concerns at this time.

Observations:

Use of CMAQ Funds for Parking Ramp and Rail station skyway connection - Attached is a memo outlining the results of a meeting held with staff from Mn/DOT, FHWA and the Metropolitan Council on August 31, 2011 regarding the status of the City of Ramsey CMAQ Grant.

Rail Station Schedule - Attached are minutes from the Ramsey Station PMT meeting of August 18, 2011 outlining a schedule of events for the station.

Metropolitan Council Role - The City of Ramsey will need to consider terms of a Master Agreement with the Metropolitan Council at their regularly scheduled City Council meeting on Sept 27th. Included will be consideration of an agreement to enter into the transit taxing district and a maintenance agreement for the station.

The Metropolitan Council/Metro Transit:

* will request permission from our Metropolitan Council for the threat of condemnation to BNSF. Scheduled for Transportation Committee on Monday, September 12 and to the Council for approval on Wednesday, September 28. Following Council approval, Metro Transit would be able to threaten condemnation to BNSF.

* Following the same schedule as above, the Metro Council will consider approval for the Regional Administrator to negotiate and execute a Master Cooperation, Funding and Delegation Agreement.

* will consider concurrent budget amendment, requesting authorization to spend the \$1.3 million RTC for Ramsey Station.

* The Metro Council will provide construction oversight to the project.

Funding Source:

N/A

Council Action:

Based upon discussion.

Attachments

CMAQ

Rail Schedule PMT

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Reviewed By

Kurt Ulrich

Final Approval Date: 09/01/2011

Date

09/01/2011 04:54 PM

Started On: 08/31/2011 03:31 PM



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Memorandum

To: Brian Olson, Dir. Of Public Works
From: James B. Lasher
Project: Ramsey Municipal Parking Facility
Subject: CMAQ Grant Authorization
Date: September 1, 2011

The purpose of this memo is to outline the results of a meeting held with staff from Mn/DOT, FHWA and the Metropolitan Council on August 31, 2011 regarding the status of the City of Ramsey CMAQ Grant.

BACKGROUND

The City of Ramsey applied for and was approved to receive a Congestion Mitigation Air Quality Grant (CMAQ) from the Metropolitan Council in 2005 for a total of \$5.6 Million. This grant is composed of 80% federal and 20% local funds and the use of the funds was programmed for 2009 implementation. The funds were allocated to two projects:

1. Ramsey Star Express Bus Service \$1.5 Million
2. Ramsey Parking Ramp Expansion \$4.1 Million

In 2007 the City request and was granted the ability to “pre-fund” the Ramsey Star Express Bus Service portion of the grant. This basically allows the City the right to start running bus service before the federal funds were available for that use. The agreement with the Met Council included that if the City did incur costs to run the bus prior to 2009, those costs could be re-paid to the City once the federal funds were available in 2009. To date, the City has been running this bus service and Met Council has begun the process of repaying the City that federal portion of the CMAQ grant.

In 2010, the City completed necessary plans for the Ramsey Parking Deck Expansion. Due to issues of potential winter construction costs along with various issues regarding land development and available parking within the current ramp, the City elected to delay the bidding and construction of the parking improvements until spring 2011. In June 2011 the City took bids for the parking ramp and subsequently awarded a Contract for Construction to Knutson Construction Co. on August 9, 2011. Due to an extremely competitive bidding climate, the Knutson Construction Co. bid was \$1.3 Million dollars under the available funds of \$4.10 Million.

Concurrent to this project award, the City of Ramsey was notified that the Governors Bonding Bill from the 2011 Legislative Session included funds for the construction of the Ramsey Rail Station. This was the culmination of years of work and effort by many parties to successfully provide a rail station at “The Core” on the Northstar Commuter Rail.

Excess CMAQ Funds

As a result of the balance remaining in the CMAQ account due to highly competitive bids, I requested a meeting with Mn/DOT to begin discussions on how the City may utilize these funds within the limits of the approved CMAQ grant application. Through internal discussions with city staff, it was agreed that the highest priority improvement for the use of these funds would be a skyway connection to the new train station from the parking deck.

I requested a meeting with Mn/DOT State Aid staff on August 2, 2011 to begin discussions about this issue. Initially, Mn/DOT was supportive of this idea of use of funds but they did reserve judgment until they could discuss the issues with Met Council and FHWA staff. As a result of these discussions, a second meeting was called to bring all parties together to continue to review this issue.

On August 31, 2011 at meeting was held with MnDOT State Aid staff, Kevin Roggenbuck from the Met Council staff and Susan Moe, the local FHWA representative assigned to the Met Council.

The meeting began with my making a simple presentation and request that would allow the City to use excess CMAQ funds for a skyway connection. Without addressing this issue, the discussion turned to a potential problem using any of the CMAQ funds for parking improvements as a result of the recent approval of the rail station. The original CMAQ grant was for bus service and park and ride – the questions brought by FHWA and Met Council staff representatives were if the transit service were converted to rail from bus, would the original grant have scored well enough to be approved?

All agreed that at this point, the City is completing the project as originally approved and this issue is not a cause for concern. However, the City Council should be aware that there may be a question upon the conversion of the transit service from bus to rail and how this impacts the original CMAQ grant. No recommendations or conclusions were reached at this meeting and all agreed to continue to discuss the issue.

I will be available to discuss this issue with your City Council at their September work session.

C: JoAnn Olsen – LSA
William Fossing – LSA Design
File

Key Tasks	8/18/11 Update	Next Steps
1. Form Project Organization		
<ul style="list-style-type: none"> a. Establish PMT and Regular Meeting Date b. Master Cooperation, Funding and Delegation Agreement <ul style="list-style-type: none"> i. Discuss Draft ii. Finalize and Schedule Approvals of Agreement c. Update Project Budget d. Update Project Scope 	<ul style="list-style-type: none"> (a.) 3rd Thurs. of Month, 10:00 a.m. (b.) Final draft to be sent out for approval by entities. (d.) City of Ramsey is planning a pedestrian bridge as a stand-alone project. Ramsey staff working to see if CMAQ funds can be used for bridge. 	
2. Secure Funding: \$14,300,000		
<ul style="list-style-type: none"> a. State Bonding: \$4,000,000 b. Metropolitan Council: \$1,300,000 <ul style="list-style-type: none"> i. Source of Funding c. CTIB: \$3,000,000 <ul style="list-style-type: none"> i. ACRRA Approval of 2011 Grant Agreement (\$1M) ii. Apply for 2012 Grant of \$2M d. City of Ramsey: \$3,000,000 - \$4,700,000 e. ACRRA/County: ACRRA \$1.3M/County \$1.7M 	<ul style="list-style-type: none"> (b.) Goes to Met Council 9-28-11. (c.i.) \$1M Approved 2011. (c.ii.) ACRRA will submit 2012 Grant request of \$2M by 9-9-11. (d.) City Council meets 9-13-11. (e.) ACRRA Board approved 8-9-11. 	
3. Negotiate and Finalize BNSF Agreements		
<ul style="list-style-type: none"> a. Update Schedule b. ROW Acquisition Process/Threat of Condemnation c. Modify cost estimate d. Negotiations Update e. Review Draft Agreements <ul style="list-style-type: none"> i. Purchase and Sale of Easement (see BNSF draft) ii. Amendment #1 to Joint Use Agreement (see BNSF Draft) 	<ul style="list-style-type: none"> (b.) Mary, Kathryn Timm, Dan Klint to meet with Don M. to discuss threat of condemnation. (d.) Mary, Tim, and Cliff Greene continue BNSF negotiations. BNSF indicates engineering will take 5-6 weeks. (e.) Mary and Kathryn to work on agreements, and review with Don M. Agreements will be worked 	

Key Tasks	8/18/11 Update	Next Steps
<ul style="list-style-type: none"> iii. Amendment #1 to Commuter Service Agreement iv. Platform Lease Agreement v. Overpass Agreement f. Approve and Execute Agreements 	<p>on after negotiations are completed. Goal is to have them approved and completed in November 2011.</p>	
4. Environmental		
<ul style="list-style-type: none"> a. Update document/SHPO/DNR b. Agency Review/Approval c. FTA Review/Approval 	<p>(a.) Environmentals are completed.</p> <p>No FTA funds.</p>	
5. Construction		
<ul style="list-style-type: none"> a. Update schedule b. Metro Transit Plan Review c. Prepare bid documents d. Permit Acquisition e. Let Bids f. Select Contractor g. Award Bids h. Start Construction i. Complete Construction (Fall 2012) 	<p>(a.) Metro Transit bidding process is very long - could Anoka handle bidding process to save time? Lindsey S. to follow up. Bids should be let in December.</p> <p>Award bid in March 2012.</p>	<p>Met Council approved ACRRRA to bid project. New schedule to be presented at next meeting.</p> <p>Pedestrian bridge engineering must start very soon.</p>
6. Project Schedule		
	To be revised.	
7. Communications		
<ul style="list-style-type: none"> a. Build Ridership <ul style="list-style-type: none"> i. Bus Riders ii. Fares b. Other Marketing <ul style="list-style-type: none"> i. Plan Groundbreaking Ceremony 	<p>(a.) Communications meeting this month - try to sync with PMT.</p> <p>(b.) Groundbreaking tentatively in October???</p>	
8. Other Tasks?		
<ul style="list-style-type: none"> a. Professional Services Agreements <ul style="list-style-type: none"> i. Design Support ii. Transit Tax District Agreement 	<p>(a.i.) Support contract must be designed; depends on who is letting bids. City of Ramsey Council will act on Transit Tax District Agreement 9-13-11.</p>	

CC Work Session

3. 1.

Meeting Date: 09/06/2011

By: Jo Thieling, Administrative Services

Title:

Review Future Topics/Calendar

Background:

Attached is the list of future work session topics for Council review.

Funding Source:

N/A

Council Action:

No formal action necessary - for Council review

Attachments

Future Topics/Calendar

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Reviewed By

Jo Thieling

Date

08/31/2011 04:21 PM

Started On: 08/31/2011 04:19 PM

Final Approval Date: 08/31/2011

**Work Session Calendar
2011**

Month	Date	Topics for Discussion
September		<ul style="list-style-type: none"> ● Discuss ISO Rating and Program to Improve (HN)
Others on List – including 2011 Strategic Planning Items		<ul style="list-style-type: none"> ● Look at pilot programs (e.g. volunteer programs – low maintenance) ● Proactively recruit residential development and seek builders input ● Review development fees and standards regarding construction ● Develop TIF tracking plan with regard to fiscal disparities impact ● Establish fund reserve policy ● Review City-owned lands and create plan for it – <i>scheduled for July 12 agenda</i> ● Review park programming and potential reallocation of parks – <i>scheduled for July 12 agenda – included in Review City owned land . . .</i> ● Construct boat landing at River’s Bend – <i>was reviewed with Council and determined it was not a priority at this location.</i> ● Build on outdoors/sportsmen’s market (e.g. stock pond/lake) ● Coordinate COR marketing and City marketing ● Create Master Plan 167th Avenue/Highway 47 – plan for redevelopment – <i>Discuss after Joint Meeting between CC & EDA</i> ● Develop community center/indoor sports complex ● Old Town Hall relocation ● Review & revise Development Management contract and manage COR expenditures ● Consider creation of a Transportation Taxing District ● Seek grant funding for transportation projects and service delivery ● Complete US 10/ County Road 83 interchange design – pursue funding ● Establish position on TH #47 South of Bunker to Highway #10 <p><u>Public Works</u></p> <ul style="list-style-type: none"> ● Review plan for US Highway #10 pedestrian overpass and connection with Municipal Center ramp ● Review Dirt Road Elimination Policy (DREP) ● Create opportunities for snowmobile, four-wheeler & golf cart use ● Review sidewalk plowing policy

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**CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey City Council conducted a regular meeting on Tuesday, August 9, 2011, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember Randy Backous
Councilmember David Elvig
Councilmember Colin McGlone
Councilmember Jason Tossey
Councilmember Jeffrey Wise

Members Absent: Council Vacancy

Also Present: City Administrator Kurtis Ulrich
Deputy City Administrator Heidi A. Nelson
Public Works Director Brian Olson
Economic Development/Marketing Director Aaron Backman
Senior Planner Tim Gladhill
City Engineer Tim Himmer
City Attorney William Goodrich
Planning Intern Patrick Brama

1. CALL TO ORDER

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

2. PRESENTATION

None.

3. CITIZEN INPUT

None.

4. APPROVE AGENDA

Motion by Councilmember Wise, seconded by Councilmember McGlone, to approve the agenda as presented.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Wise, McGlone, Backous, Elvig, and Tossey. Voting No: None.

5. CONSENT AGENDA

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

- 5.01 Receive Cash & Investments for Period Ending June 30, 2011
- 5.02 Receive Cash & Investments for Period Ending July 31, 2011
- 5.03 Note the following Boards and Commissions meeting minutes:
 - a) Joint Planning Commission and City Council meeting minutes dated Thursday, June 2, 2011
 - b) Planning Commission meeting minutes dated Thursday, June 2, 2011
 - c) Environmental Policy Board meeting minutes dated Monday, June 6, 2011
 - d) Economic Development Authority meeting minutes dated Thursday, June 9, 2011
- 5.04 Approve for Exemption for a Gambling License for the Wounded Warriors Guide Service, Inc at Game Fair
- 5.05 Approve Assignment and Assumption of Agreement between Northstar Corridor Development Authority and the City of Ramsey
- 5.06 Approve License Applications

Temporary On-Sale Liquor

Ramsey Rotary Club, 7550 Sunwood Drive NW, Ramsey, MN 55303 (To allow Ramsey Rotary Club to serve alcohol in The Draw Park on August 18, 2011)

Peddler/Solicitor

Amy Jo Olson, 8711 60th Street SW, Willmar, MN 56201 (to sell puppies at Game Fair)

- 5.07 Consider Designation of Prize Proceeds to Employee Year-End Appreciation Banquet
- 5.08 Adopt Resolution #11-09-138 Requesting Grant from State's 2012 Capital Budget for US 10/CSAH (Armstrong) Interchange Project
- 5.09 Adopt Resolution #11-08-139 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing received during the Period of July 21 through August 4, 2011
- 5.10 Report from Public Works
 - 1) Consider Stormwater Solutions for Woodland Green Pond – *Consensus to move forward with relocating the septic field or hooking up to sewer and in the meantime work with the homeowner to extend the easement back as far as we can.*
 - 2) Consider the sidewalk snowplow policy – *Consensus for townhome developments to maintain their own sidewalks.*
 - 3) RFP for the parking ramp and parking lot snow removal at the Municipal Center – *Ratify the recommendation of the Public Works Committee to authorize staff to do RFPs for contracted snow removal services for municipal parking ramp and parking lot at the municipal center.*
 - 4) Review the dirt road elimination policy – *Consensus to continue eliminating dirt roads when development opportunities present themselves.*
 - 5) Update on Anoka County Access Spacing Guidelines that Determine Locations

for Hard Channelization – *informational only; no action necessary.*

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Wise, Tossey, Backous, Elvig, and McGlone. Voting No: None.

6. PUBLIC HEARING

None

7. COUNCIL BUSINESS

7.01: Consider Sanitary Sewer Options for the Property Located at 5220 156th Lane NW

City Engineer Himmer reviewed the staff report. He introduced the homeowners, Jason and Ruth Obermaier.

Mr. Obermaier stated he did not want his property hooked up to only City sewer. He expressed concern that this alone would not be of much help and inquired whether the mound system could work.

City Engineer Himmer explained how that system would work, and added it was not the direction of the Council.

Mayor Ramsey indicated the option of hooking up to City sewer would necessitate the regrading of the yard, and the sale of the easement to the City.

Mr. Obermaier stated he would not sell any land.

City Administrator Ulrich noted there is a process for negotiation, and the City would like to meet with the homeowners to discuss more details.

Motion by Councilmember Tossey, seconded by Councilmember Wise, to table this item to allow further discussion.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Tossey, Wise, Backous, Elvig, and McGlone. Voting No: None.

7.02: Consider Installation of Permanent Power for City Happy Days Event

City Engineer Himmer reviewed the staff report. He explained Connexus has modified their costs, and they proposed \$18,000 on the low end, to run three separate locations within the park. They also proposed \$16,000 for two locations. He suggested the \$18,000 proposal was the best to get the entire project done.

Councilmember Wise said he has been on the Happy Days Committee for two years, and this issue had been discussed then. He agreed it was a good idea to get this done. The City would

recover \$3,500 each year in rental expenses. Most of the locations designated are in City easements and lot lines, which means the electricity would not need to be moved in the future. The benefit is to not hear generators run.

Mayor Ramsey stated he was somewhat in agreement with this when the proposal was \$13,000. He noted the expense is now higher than anticipated from when he was on the Public Works Committee. He stated he is no longer in favor of this. He suggested the electricity be put in at the time of the roads to save costs.

Councilmember Elvig noted the original proposal said it could be as high as \$13,000, and the low proposal was \$8,300. He questioned why there was a change.

City Engineer Himmer explained the numbers were first calculated through a private contractor the City worked with, and the contractor was going to help to come up with a proposal. This contractor has since become too busy and staff is now working with Connexus.

Councilmember McGlone stated he would not approve of spending \$18,000 when there is a dirt road that needs to be finished. He said he prefers to keep the expenditure lower.

City Engineer Himmer noted that based on the most current plans, the power feed would not be in the right-of-way and would not be impacted by roadway alignment. He added there is existing power on the east side of the right-of-way for the Veterans Clinic. In the future, to extend the power, the cost would not change. The cost from Connexus is fixed.

Motion by Mayor Ramsey, seconded by Councilmember Tossey, to deny staff to negotiate agreements/contracts with Connexus Energy and a private electrical contractor for the installation of electrical power to support the City's Happy Days event.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Tossey, Backous, Elvig, and McGlone. Voting No: Wise.

7.03: Consider Introducing Ordinance to Change Civic Center Drive to Veteran's Drive

Senior Planner Gladhill reviewed the staff report. He noted the request is to drop the apostrophe in "Veterans" and make it plural.

Motion by Mayor Ramsey, seconded by Councilmember Tossey to introduce the ordinance to change Civic Center Drive to Veterans Drive.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Tossey, Backous, Elvig, McGlone, and Wise. Voting No: None.

7.04: Ordinance to Amend City Code Section 117-53 Entitled Variances

Planning Intern Brama presented the staff report.

City Attorney Goodrich explained any variance granted by the City must comply with State Statute; the City is given some latitude.

Senior Planner Goodrich further explained the City's ordinance was consistent with the State statute. The direction from the Planning Committee was to remove older language in descriptions and use less strict language.

Councilmember McGlone questioned whether the State could change the rules and make every city comply.

City Attorney Goodrich replied that scenario could happen. In that case, the City would fall back on its Charter and may opt out of the rule, depending on the language of the charter.

Motion by Mayor Ramsey, seconded by Councilmember Wise, to waive the City Charter requirement to read the ordinance aloud adopt the Ordinance #11-10 amending City Code Chapter 117, Section 117-53 (Variances) of the city code of Ramsey, Minnesota.

Roll Call Vote:

Councilmember Elvig	aye
Councilmember McGlone	nay
Councilmember Wise	aye
Councilmember Backous	aye
Councilmember Tossey	aye
Mayor Ramsey	aye

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Wise, Backous, Elvig, and Tossey. Voting No: Councilmember McGlone.

7.05: Consider Award of Contract for Improvement Project #10-22, Ramsey Municipal Parking Facility

Public Works Director Olson reviewed the staff report. He stated the Anoka County Regional Transit Authority approved a grant request for an additional \$2 million. They originally offered \$1 million contingent upon the City raising the rest of the money. The Met Council has contributed up to \$1.3 million for the rail station. The funding is becoming more complete, and emphasizes the need to move forward.

Councilmember Elvig stated he is pleased the City has been working on this for the better part of the year, and many of the funds the City has been working toward in this time have gotten approved. He stated part of the reason for the expansion is because a larger ridership is anticipated, and there will be more ridership when this comes to reality.

Motion by Councilmember Elvig, seconded by Mayor Ramsey to approve the Contract to Knutson Construction for \$2,734,000 while reserving a 5% construction contingency of \$136,700 and to approve the contract with Braun for a cost not to exceed \$55,453 for specialty

inspections and to adopt Resolution #11-08-139A defining the limits of authority for change orders on the project.

Further discussion: Councilmember Tossey indicated there are 100 riders a day, and the existing parking ramp is more than adequate. He stated to take the money is irresponsible, and he would oppose the motion. Councilmember Elvig respectfully responded that part of the job of the Council is to look forward 5 to 10 years and plan for infrastructure. In the future, the land will cost double. Councilmember McGlone stated the zoning in The COR is for vertical parking. The zoning required the ramp parking to be used by all structures within the zone. The ramp is needed now and in the future. Other ramps will need to be built in the development and this is one of a total of five. Public Works Director Olson explained when the Town Center was envisioned, there were three parking ramps. Councilmember Backous suggested some of the funds be used for a pedestrian overpass. Mr. Olson stated this was mentioned before, and because the timing was not clear, this was not included in the cost staff bid out. He said the meeting with MnDOT went well, and they are supportive of the City's endeavors. All indications at this point look positive for an overpass, but he said he could not say if it would be supported in the future. The cost will be around \$1 million. Councilmember Backous stated he agreed with Councilmember Tossey; he declared he would oppose the motion as well. Councilmember Elvig commented without accepting the grant, it is a guarantee that the overpass will not be built. The applications for the CMAQ funds are competitive. There are many areas fighting for this grant. This project was awarded at the top of the list, which means that this is worthwhile. He stated the City fought hard to win the competition and he felt it would be irresponsible to turn this back. Councilmember Wise noted the money would not go back to taxpayers if the City did refuse it. Mayor Ramsey concurred and noted it could be reallocated. He explained the City's intent is to build The COR, which the City owns, and it needs to be put back into private development. If the funds are refused, the City will have to come back to the taxpayer at some point and ask them to add on to the parking ramp. He said he felt it seemed foolish to turn the money away.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Elvig, McGlone, and Wise.
Voting No: Councilmember Backous and Tossey.

8. MAYOR, COUNCIL AND STAFF INPUT

City Administrator Ulrich noted the following events:

Game Fair

August 12 through 14 is the annual Game Fair at Armstrong Kennels. The City will have a tent at the event.

Business Appreciation Day / Special Election Day

The Business Appreciation Day is August 16 at the Links at Northfork. It is also the day of the special election for the seat vacated by Councilmember Jeffrey.

Anoka County Board

The Anoka County Board will hold a meeting at the Ramsey City Hall on September 13 in the Chambers.

Broadband Fiber Optic

The groundbreaking ceremony for the landmark infrastructure, which marks the beginning of broadband fiber optic, is September 13 at Connexus at 1:30 p.m.

Happy Days

Happy Days is scheduled for September 17, 2011. There will be a craft show, car show, parade, food vendors, street dance, fireworks and kids events.

The Draw

The Farmers Market and Concerts take place in The Draw on Thursday afternoons/evenings. Adult beverages are allowed in The COR.

9. ADJOURNMENT

Motion by Councilmember Wise, seconded by Councilmember Backous, to adjourn the meeting. Motion carried.

The regular meeting of the City Council adjourned at 7:51 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Chris Moksnes
TimeSaver Off Site Secretarial, Inc.

**CITY COUNCIL SPECIAL MEETING
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Ramsey City Council conducted a Special City Council Meeting on Monday, August 15, 2011, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey
Councilmember David Elvig
Councilmember Colin McGlone
Councilmember Jason Tossey
Councilmember Jeffrey Wise

Members Absent: Councilmember Randy Backous

Also Present: City Administrator Kurtis Ulrich
City Engineer Tim Himmer
Public Works Director Brian Olson

1. CALL TO ORDER

Mayor Ramsey called the Special City Council meeting to order at 6:58 p.m.

2. CITIZENS INPUT

None.

3. APPROVE AGENDA

Motion by Councilmember Wise, seconded by Councilmember Elvig, to approve the agenda, as presented.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Wise, Elvig, Tossey, and McGlone. Voting No: None. Absent: Councilmember Backous.

4. COUNCIL BUSINESS

4.01: Approve Temporary On-Sale Liquor License for the Ramsey Lions

Deputy City Administrator Nelson reviewed the staff report. She explained the changes that had been made since the last discussion and believed that the revised conditions would allow for the event to be held as proposed on August 18.

Motion by Councilmember Wise, seconded by Councilmember Tossey, to approve the temporary, on-sale liquor license allowing the Ramsey Lions Club to sell liquor at the August 18, 2011, event at The Draw Park.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Wise, Tossey, Elvig, and McGlone. Voting No: None. Absent: Councilmember Backous.

5. MAYOR / COUNCIL / STAFF INPUT

None.

6. ADJOURNMENT

Motion by Councilmember Tossey, seconded by Councilmember Wise, to adjourn the Special City Council Meeting.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Tossey, Wise, Elvig, and McGlone. Voting No: None. Absent: Councilmember Backous.

The Special City Council Meeting was adjourned at 7:00 p.m.

Respectfully submitted,

Kurtis G. Ulrich
City Administrator

ATTEST:

Jo Ann M. Thieling
City Clerk

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session

5. 4.

Meeting Date: 09/13/2011

By: Diana Lund, Finance

Title:

Approval for Exemption for a Gambling License for The Church of St. Katharine Drexel to Hold a Raffle on October 1, 2011

Background:

The attached application is from The Church of St. Katharine Drexel for exemption from a lawful gambling license to hold a raffle on October 1, 2011. The Church of St. Katharine Drexel meets all of the requirements which allow them to remain exempt from licensing, primarily from the standpoint that the commodities to be raffeled are valued at less than \$12,000.

Approval requires nothing more than a motion followed by a letter to the Gambling Control Board, while if the request is denied, a formal resolution would need to be prepared and submitted to the Gambling Control Board.

Recommendation:

Staff recommends Council approve the exemption from a lawful gambling license for The Church of St. Katharine Drexel to hold a raffle on October 1, 2011.

Funding Source:

N/A

Council Action:

Motion to recommend Council approve the exemption from a lawful gambling license for The Church of St. Katharine Drexel to hold a raffle on October 1, 2011 and authorize staff to submit a letter to the Gambling Control Board stating approval.

Attachments

Application for Exemption - The Church of St. Katharine Drexel

Form Review

Inbox

Kurt Ulrich

Form Started By: Diana Lund

Reviewed By

Kurt Ulrich

Date

09/08/2011 01:08 PM

Started On: 09/06/2011 09:38 AM

Final Approval Date: 09/08/2011

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

Application fee	
If application postmarked or received:	
less than 30 days before the event	more than 30 days before the event
\$100	\$50

ORGANIZATION INFORMATION		Check # _____ \$ _____
Organization name The church of St. Katharine Drexel		Previous gambling permit number 36302
Minnesota tax ID number, if any 8702087	Federal employer ID number, if any 20-2429058	
Type of nonprofit organization. Check one. <input type="checkbox"/> Fraternal <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Veterans <input type="checkbox"/> Other nonprofit organization		
Mailing address 7101 143rd Ave NW - Suite G	City Ramsey	State Zip Code County MN 55303 Anoka
Name of chief executive officer (CEO) Fr. Paul Jaroszeski	Daytime phone number 763-323-4424	Email address pjaroszeski@stkdcc.org
Attach a copy of ONE of the following for proof of nonprofit status. Do not attach a sales tax exempt status or federal employer ID number as they are not proof of nonprofit status.		
<input type="checkbox"/> Nonprofit Articles of Incorporation OR a current Certificate of Good Standing . Don't have a copy? This certificate must be obtained each year from: Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803		
<input type="checkbox"/> IRS income tax exemption [501(c)] letter in your organization's name. Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.		
<input checked="" type="checkbox"/> IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of <u>both</u> of the following: a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and b. the charter or letter from your parent organization recognizing your organization as a subordinate.		
GAMBLING PREMISES INFORMATION		
Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place. The church of St. Katharine Drexel		
Address (do not use PO box) 7101 143rd Ave NW	City or township Ramsey	Zip Code County 55303 Anoka
Date(s) of activity (for raffles, indicate the date of the drawing) October 1, 1011		
Check the box or boxes that indicate the type of gambling activity your organization will conduct: Bingo* <input checked="" type="checkbox"/> Raffles Paddlewheels* Pull-Tabs* Tipboards*		
<p>* Gambling equipment for pull-tabs, bingo paper, tipboards, and paddlewheels must be obtained from a distributor licensed by the Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.</p> <p>To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors, or call 651-639-4000.</p>		

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT

If the gambling premises is within city limits, a city official must check the action that the city is taking on this application and sign the application.

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- The application is denied.

Print city name City of Ramsey

On behalf of the city, I acknowledge this application.
Signature of city personnel receiving application

Dawn Lund

Title Finance Director Date 9/6/11

If the gambling premises is located in a township, a county official must check the action that the county is taking on this application and sign the application. **A township official is not required to sign the application.**

- The application is acknowledged with no waiting period.
- The application is acknowledged with a 30 day waiting period, and allows the Board to issue a permit after 30 days.
- The application is denied.

Print county name _____

On behalf of the county, I acknowledge this application.
Signature of county personnel receiving application

Title _____ Date _____

(Optional) TOWNSHIP: On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. [A township has no statutory authority to approve or deny an application [Minnesota Statute 349.166]]

Print township name _____

Signature of township official acknowledging application

Title _____ Date _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE

Print form and have CEO sign

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the date of our gambling activity.

Chief executive officer's signature Rev. Paula J. Jozewski Date 8/26/2011

Complete a separate application for each gambling event:

- one day of gambling activity
- two or more consecutive days of gambling activity
- each day a raffle drawing is held

Send application with:

- a copy of your proof of nonprofit status, and
 - application fee for each event
- Make check payable to "State of Minnesota."

To: Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Financial report and recordkeeping required

A financial report form and instructions will be sent with your permit, or use the online fill-in form available at www.gcb.state.mn.us. Within 30 days of the activity date, complete and return the financial report form to the Gambling Control Board.

Questions?

Call the Licensing Section of the Gambling Control Board at 651-639-4000.

This form will be made available in alternative format (i.e. large print, Braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Reset Form

CC Regular Session

5. 5.

Meeting Date: 09/13/2011

By: Diana Lund, Finance

Title:

Approval of Application from the Ramsey Women of Today to Conduct Bingo at Ramsey Happy Days on September 16 & 17, 2011

Background:

The attached application is from the Ramsey Women of Today to obtain approval to conduct bingo within the city's jurisdiction. The bingo would be held at the Ramsey Happy Days on September 16 and September 17, 2011. The Ramsey Women of Today meet all of the requirements which allow them to remain exempt from licensing.

Approval requires nothing more than a motion followed by the approved application submitted to the Gambling Control Board.

Funding Source:

None Required.

Council Action:

Motion to recommend Council approve the attached application for the Ramsey Women of Today to Conduct Bingo at Ramsey Happy Days on September 16 and September 17, 2011.

Attachments

Application to Conduct Bingo - Ramsey Women of Today

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	09/08/2011 01:09 PM
Form Started By: Diana Lund		Started On: 09/06/2011 09:39 AM
		Final Approval Date: 09/08/2011

LG240B Application to Conduct Excluded Bingo

No fee

ORGANIZATION INFORMATION			
Organization name Ramsey Women of Today	Previous gambling permit number XB-05229-06-001		
Minnesota tax ID number, if any 1905764	Federal employer ID number, if any 41-1796712		
Type of nonprofit organization. Check (✓) one. <input type="checkbox"/> Fraternal <input type="checkbox"/> Religious <input type="checkbox"/> Veterans <input checked="" type="checkbox"/> Other nonprofit organization			
Mailing address 14672 Junkite St NW	City Ramsey	State Zip Code MN 55303	County Anoka
ATTACH A COPY OF ONE OF THE FOLLOWING FOR PROOF OF NONPROFIT STATUS			
<p>★ Do not attach a sales tax exempt status or federal ID employer number as they are not proof of nonprofit status.</p> <p><input checked="" type="checkbox"/> Nonprofit Articles of Incorporation OR a current Certificate of Good Standing. Don't have a copy? This certificate must be obtained each year from: Secretary of State, Business Services Div., 180 State Office Building, St. Paul, MN 55155 Phone: 651-296-2803</p> <p><input type="checkbox"/> Internal Revenue Service - IRS income tax exemption [501(c)] letter in your organization's name. Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.</p> <p><input type="checkbox"/> Internal Revenue Service - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization, attach copies of <u>both</u> of the following: a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and b. the charter or letter from your parent organization recognizing your organization as a subordinate.</p>			
EXCLUDED BINGO ACTIVITY			
<p>1. <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Has your organization held a bingo event in the current calendar year? If yes, list the dates when bingo was conducted <u>9/18/10</u></p> <p>2. The proposed bingo event for which we are applying will be: <input checked="" type="checkbox"/> one of four or fewer bingo events held this year. Dates <u>9/16/11</u> <u>9/17/11</u></p> <p style="text-align: center;">OR</p> <p><input type="checkbox"/> conducted up to 12 consecutive days in connection with a: <u> </u> county fair. Dates <u> </u> <u> </u> civic celebration. Dates <u> </u> <u> </u> Minnesota state fair. Dates <u> </u></p> <p>3. Person in charge of bingo event <u>Julie Hammel</u> Daytime phone <u>763-433-0407</u></p> <p>4. Name of premises where bingo will be conducted <u>Ramsey Town Center</u></p> <p>5. Premises street address <u>7550 Sunwood Drive NW</u></p> <p>6. City <u>Ramsey</u> If township, name of township <u> </u> County <u>Anoka</u></p>			
<p>Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be purchased from a distributor licensed by the Gambling Control Board. To find a licensed distributor, go to www.gcb.state.mn.us and click on List of Licensed Distributors. Or call 651-639-4000.</p>			

Be sure to complete page 2

LG240B Application to Conduct Excluded Bingo

Chief Executive Officer's Signature		Print form and have CEO sign
<i>The information provided in this application is complete and accurate to the best of my knowledge.</i>		
Chief executive officer's signature <u>Julie K Hammel</u>	Phone number <u>7634330407</u>	
Name (please print) <u>Julie K Hammel</u>	Date <u>9/6/2011</u>	
Local Unit of Government Acknowledgment and Approval		
If the gambling premises is within city limits, the city must sign this application.		
<i>On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.</i>	Print city name <u>City of Ramsey</u>	
	<u>[Signature]</u>	Signature of city personnel receiving application
	Title <u>Finance Director</u>	Date <u>9/6/11</u>
If the gambling premises is located in a township, only the county is required to sign this application.		
For the county: <i>On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.</i>	Print county name _____	
	_____	Signature of county personnel receiving application
	Title _____	Date _____
For the township: <i>On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits.</i>	(Township signature is not required)	
	Print township name _____	
A township has no statutory authority to approve or deny an application (Minn. Stat. 349.166, Subd. 2).	_____	Signature of township official acknowledging application
	Title _____	Date _____
Mail Application and Attachment(s)		
Send the application and proof of nonprofit status to: Gambling Control Board Suite 300 South 1711 W. County Rd. B Roseville, MN 55113	You will receive a document from the Gambling Control Board with your excluded permit number for the gambling activity. Your organization must keep its bingo records for 3-1/2 years.	
Or, you may fax it to 651-639-4032.	Questions? Contact the Gambling Control Board at 651-639-4000.	
	This form will be made available in alternative format (i.e. large print, Braille) upon request.	Reset Form

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

CC Regular Session

5. 6.

Meeting Date: 09/13/2011

By: Katy Okerstrom, Community
Development

Title:

Approve Rental License - Rivers Bend Apartments

Background:

Inspections occurred on May 9, 2011, the majority of the 32 unit apartment building passed inspection. Additional inspections were necessary to bring the building into code compliance, a final inspection occurred on August 18, 2011, at that time the building was found to be in compliance.

Recommendation:

Approve

Attachments

9/13/2011 CC Consent Agenda: Approval of Rental Licenses

Form Review

Inbox
Kurt Ulrich

Reviewed By
Jo Thieling

Date
09/08/2011 12:59 PM
Started On: 09/08/2011 10:31 AM

Form Started By: Katy Okerstrom

Final Approval Date: 09/08/2011

9/13/2011 CC Consent Agenda: Approval of Rental Licenses

Rental Property

Owner Name: Rivers Bend Apartments

Owner Phone: 651-224-5482

**Owner Address: 1775 Selby Avenue, Suite 1
St. Paul, MN 55104**

Rental Property Address: 13929 St. Francis Boulevard NW

Licensed Unit(s): Total # of Units: 32

CC Regular Session

5. 7.

Meeting Date: 09/13/2011

By: Jo Thieling, Administrative Services

Title:

Approve Memorial Site Easement Agreement - Ramsey Rotary and the City of Ramsey

Background:

In August 2010, the City Council adopted a resolution recognizing the Ramsey Rotary Commemorative Park Project. the resolution included a provision that the Ramsey Rotary would enter into a maintenance agreement for the site with the City of Ramsey. The agreement was drafted by the City Attorney as per Council direction, however, it was never placed on an agenda for formal approval. Such agreement is attached to this case/agenda for Council approval.

Council Action:

Motion to approve the Memorial Site Easement Agreement between the Ramsey Rotary and the City of Ramsey.

Attachments

Memorial Site Agreement

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	09/08/2011 01:20 PM
Form Started By: Jo Thieling		Started On: 09/08/2011 11:04 AM
		Final Approval Date: 09/08/2011

MEMORIAL SITE EASEMENT AGREEMENT
Ramsey Rotary and the City of Ramsey

This agreement (this "Agreement") is entered into between the City of Ramsey, MN, a Minnesota Municipal Corporation (the "City" and sometimes "Grantor"), and the Ramsey Rotary Club, a Rotary Club sanctioned by Rotary International and designated as Rotary Club No. _____ in District 5960, (the "Rotary Club" of sometimes "Grantee").

FOR AND IN CONSIDERATION of the mutual undertakings set out, the parties agree as follows:

1. **Park Area.** Whereas, the Rotary Club desires to erect a memorial structure, at its expense in that City Park known as The Draw (the "Park") and located within the Park as shown on attached Exhibit A (the "Easement Area") which exhibit is incorporated herein by reference; and
2. **City's Memorial Policy.** Whereas, the City has by its Resolution #09-04-075 adopted a policy for accepting Park Donations, Monuments, Memorials and other Improvements, which policy is attached hereto as Exhibit B and incorporated herein by reference; and
3. **City's Memorial Maintenance Policy.** Whereas, the City by its said Resolution #09-04-075 has also adopted a policy for the maintenance of Park Donations, Monuments, Memorials and other Improvements ("Maintenance Agreement") which Maintenance Agreement is attached hereto as Exhibit C and incorporated herein by reference; and
4. **Appropriate Site.** Whereas, the City finds that the proposed memorial structure is an appropriate memorial within a City park; and
5. **Project.** Whereas, the Rotary Club's proposed memorial consists of a garden area, sculpture, flag pole and appropriate supporting structure and memorial brick pavers, modifications to the existing irrigation system and restoration with sod or seed all within the Easement Area (the "Project"); and
6. **Brick Pavers Sale.** Whereas, the Rotary Club proposes to sell the brick pavers as a fund raiser to defray the cost of the memorial construction; and
7. **Park Grading.** Whereas, the Project requires certain earth work and grading within the Easement Area prior to its construction; and
8. **City Maintenance.** Whereas, the City maintains the Park including the Easement Area, and will continue to do so except as specifically excepted herein; and
9. **Project Lighting.** Whereas, the Project requires certain specialized illuminating fixtures which are considered a part of the Project; and

10. **Rotary Club Responsibility.** Whereas, the Rotary Club is requesting that it have full responsibility for the design construction, maintenance and repair of the Project; and

11. **Rotary Club Easement.** Whereas, the Rotary Club desires to have a perpetual easement for the purpose of maintaining the Project within the Easement Area and

12. **Public Park.** Whereas, the Park is a public facility owned by the City for public purposes including recreational active park purposes.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement the parties agree as follows:

A. **Grant to Construct.** The City grants to the Rotary Club the right to construct and maintain the Project within the Park, provided the Rotary Club deems that sufficient funds have been secured to construct the full monument and facility usable and suitable for the Park. Prior to commencement of the Project, its plans and specifications shall be presented to the City for City's approval. In addition, the monument plans shall be certified by a licensed Minnesota structural engineer as being structurally sound and safe for display in the Park.

B. **Failure to Construct.** The grant to construct the Project shall expire if the Rotary Club has not commenced and substantially completed construction of the Project on or before December 31, 2014.

C. **Park Easement.** Term of the Easement shall be as follows:

- i. **Grant of Easement.** The City, as Grantor, for good and valuable consideration, hereby grants, sells and conveys to the Rotary Club as Grantee a non-exclusive easement over, under and across the Easement Area for the purposes of construction and maintenance of the Project.
- ii. **Term of Easement.** The easement will have an indefinite term commencing on the first day written above and continuing until terminated by the City by written Notice to the Rotary Club. In the event the Rotary Club is not in existence at the time of notification, written Notice to Rotary International at One Rotary Center, 1560 Sherman Avenue, Evanston, Illinois 60201 shall be deemed good and sufficient Notice. Notwithstanding the above, the City may not terminate the easement unless there has been a material breach of any of the terms of this Agreement by the Rotary Club, including failure to repair and maintain the memorial and associated appurtenances.

This easement may also be terminated at any time by the Rotary Club by written notice to the City. Such notice shall be given at least 180 days in advance of the effective date of such termination and shall be delivered either personally or by certified mail to the City Administrator at the City's main offices currently 7550 Sunwood Drive NW, Ramsey, MN 55303. Before the effective date of such termination, the Rotary Club

shall remove all of its improvements from the Easement Area at its sole cost and expense, and shall return the Easement Area to its preexisting condition or better.

D. **Condition of Premises not Warranted.** The City does not warrant that the Easement Area is suitable for the purposes for the Project and the Rotary Club assumes all risk with respect to the Project's construction and maintenance within, and use of, the Easement Area. More specifically, the City shall have no responsibility with regard to any failure of or damage to the Rotary Club's improvements within the Easement Area.

E. **Maintenance.** The Rotary Club at its expense shall be entirely responsible for maintenance of the Project and the Easement Area.

F. **Construction.** The Rotary Club at its expense shall be responsible for grading, other care work and construction of the Project.

G. **Utilities.** In the event the Rotary Club requires lighting for its monument component of the Project, it shall be responsible to install at its expense separate metered electric service and pay the on-going electric utility expense.

H. **Indemnification.** The Rotary Club shall defend, indemnify and hold harmless the City and its officers, employees and agents from and against any and all claims, demands, actions, and causes of action, including expenses, reasonable attorneys' fees, and costs of alternative dispute resolution, arising out of or related to the Rotary Club's construction and maintenance of the Project within, and use of, the Easement Area.

I. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.

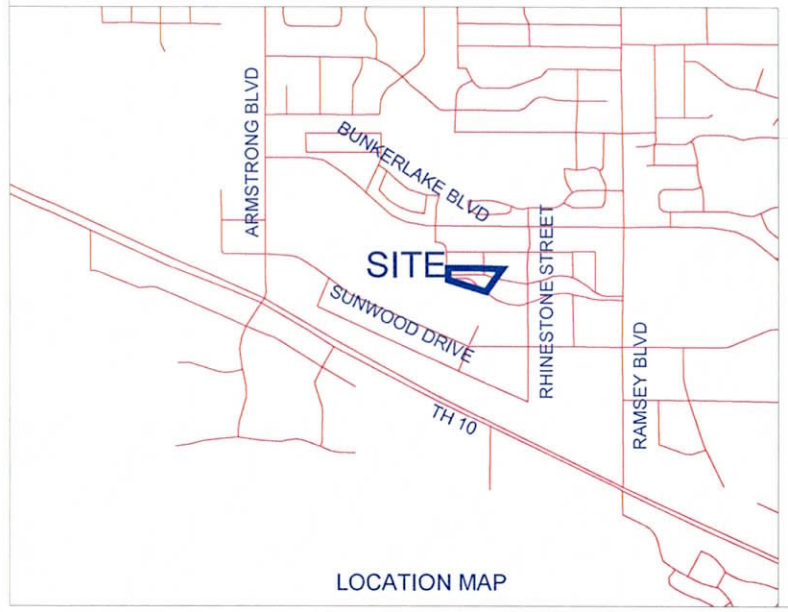
J. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

K. **Modification of Agreement.** Any modification of this Agreement shall be binding only if evidenced in writing signed by both parties.

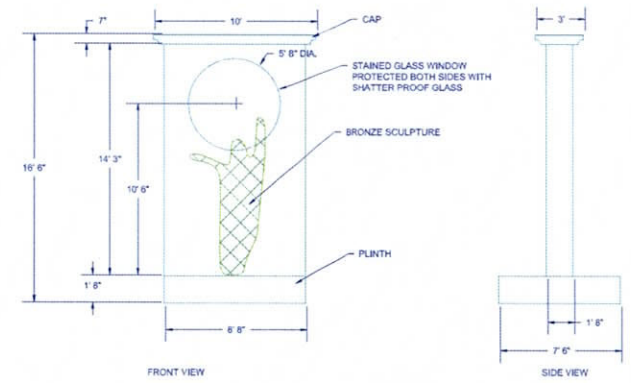
L. **Recording.** This Agreement may be recorded with the Anoka County Recorder by either party at the expense of that party.



SITE PLAN



LOCATION MAP



SCULPTURE DETAIL

THE DRAW SCULPTURE AND MEMORIAL

Blumberg No. 5208

EXHIBIT

A

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

RESOLUTION #09-04-075

RESOLUTION ADOPTING POLICY FOR ACCEPTING PARK DONATIONS, MONUMENTS, MEMORIALS, AND OTHER IMPROVEMENTS

WHEREAS, a formal policy for accepting park donations, monuments, memorials, and other improvements is needed to absorb donation proposals in a manner that is consistent with the goals of the City Parks and Recreation System; and

WHEREAS, this policy is needed to provide a standard procedure for accepting park donations; and

WHEREAS, the City encourages donations of land, facilities, equipment, park improvements and money to support the Parks and Recreation system.

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

That the Ramsey City Council hereby approves the attached Policy for Accepting Park Donations, Monuments, Memorials, and Other Improvements dated April 14th 2009.

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

Mayor Ramsey
Councilmember Elvig
Councilmember McGlone
Councilmember Dehen
Councilmember Jeffrey
Councilmember Look
Councilmember Wise

and the following voted against the same:

None

and the following abstained:

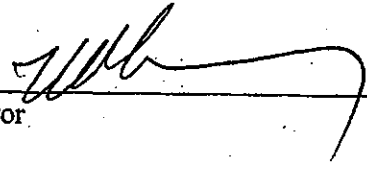
None

and the following were absent:

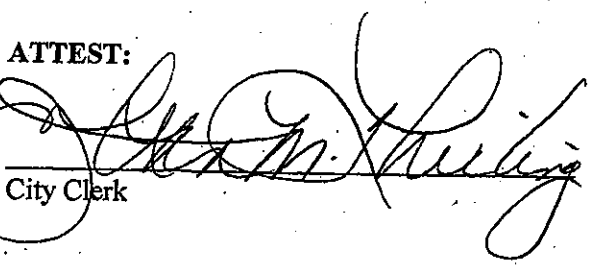
None



whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 14th day of April, 2009.



Mayor

ATTEST:


City Clerk

POLICY FOR ACCEPTING PARK DONATIONS, MONUMENTS, MEMORIALS, AND OTHER IMPROVEMENTS

Purpose:

The purpose of this policy is to provide guidelines for accepting donations for park facilities and granting donor recognition within the City Parks and Recreation system.

Scope:

This policy applies within all Existing Developed City Parks and Planned City Parks identified in the City Capital Improvements Plan, the City Park and Trails Map, or the City Parks Plan.

Policy:

1. The City encourages donations of land, facilities, equipment, park improvements and money to support the Parks and Recreation system.
2. All donations must respond to a recognized need within the Parks and Recreation System.
3. No donations may detract from the primary recreational objectives of the receiving park.
4. Administrative approval may be granted for the following types of donations:
 - a. [\$200] [plus the cost of installation, maintenance, and purchase] for a Park Bench with a commemorative plaque,
 - b. [\$200] [plus the cost of installation, maintenance, and purchase] for a Park Tree with a commemorative plaque,
 - c. Any monetary donation toward a need identified in the City Parks Plan.
5. Park benches and trees must be installed by the City and purchased from the City. Benches and trees will be maintained in a reasonable state by the City for an agreed upon time-frame.
6. Commemorative plaques may honor a special person, organization, or event, but honor to persons should be worded in a way that does not imply a loss of life. For example (In honor of...) or (Celebrating...) are more acceptable messages than (In memory of...) or (In remembrance of...).
7. Donations not eligible for administrative approval may be accepted only through the vote of the City Council. All such donations must cover the cost of administrative review, and must first be considered by the Parks and Recreation Commission.
8. Donations of any kind become the property of the City of Ramsey.

9. Unless other agreements have been made with the donor, the City is responsible for the construction, installation and maintenance of improvements, and selection of equipment paid for by the donor.
10. Available forms of donor recognition include the placement of a plaque or marker located proximate to location of donated improvements;
11. If a financial contribution exceeding 60% of the cost of major planned improvements is made, naming rights for new parks and recreational facilities may be granted through City Council approval.
12. No donation may reflect a political or religious statement or position; and may not mention any form of deity.
13. The City reserves the right to remove or alter any donated equipment or improvements.
14. Donor recognition will be maintained for an agreed upon time-frame.

Adoption

This foregoing Policy for Accepting Park Donations, Monuments, Memorials, and Other Improvements, was adopted by a vote the Ramsey City Council adopting Resolution #09-04-075 on this the 14th day of April, 2009.



Mayor

ATTEST



City Clerk

MAINTENANCE AGREEMENT

1. The memorial garden park project is supported by donations of the Rotary and independent companies.
2. The City shall perform the initial grading for the site at no cost to the Rotary.
3. The City shall maintain all necessary areas in the Park.
4. The Rotary shall be prohibited from performing any maintenance to Park areas without written permission from the City.
5. The City shall provide and maintain all area lighting systems.
6. The Rotary will be responsible for the long-term maintenance and repair of the statue.
7. The Rotary is in charge of the commemorative park project in the Park, utilizing the existing memorial policy to cover the memorial brick pavers.
8. The memorial policy is attached.



Meeting Date: 09/13/2011**By:** Brian Olson, Engineering/Public Works

Title:

Consider Change Order for Improvement Project 10-22 Parking Ramp Expansion

Background:

On August 9, 2012, City Council awarded Improvement Project #10-22 to Knutson Construction for \$2,734,000. The purpose of this case is to request authorization to issue a not to exceed change order for the changed condition found for this project. The preliminary soils that were encountered indicated that there are poor soils between 15 and 35 feet below the surface and that some the columns could settle as much as 3 inches with the loads that are anticipated for a structure of this size. Attached to this case is a memorandum from LSA Design outlining the poor soil condition that was encountered as well as a recommended action.

Observations:

There are three Contracts with this project. Knutson Construction \$2,734,000 for construction, LSA Design \$132,000 for construction administration, and Braun Intertec \$55,453 for specialty inspections and soil investigation. Each of these Contracts will need to be revised to correct the situation encountered.

The change order request for Knutson Construction is for an amount of \$211, 077. This includes a not to exceed amount of approximately \$14,000 for heating and enclosing the first deck pour which was originally scheduled to occur in mid October and will not likely happen in early to mid November. Since the enclosing of this deck pour is largely temperature and seasonally dependant, we were able to negotiate that this amount of the change is only if necessary. The remainder of the amount is due to the labor, material, profit and overhead for the piling and foundation work. There are 39 pilings that are expected to be driven to a depth of 65 feet to provide the structural capacity necessary. The reason that the remainder of this change order is not a 'not to exceed' amount is that there may be additional cost that is necessary if the pilings need to be driven further but our soils engineer feels that this depth should be enough to handle the loads. We were also able to talk the Contractor into getting 2 more qualified quotes for this work. These quotes could decrease the construction change order but they cannot increase it. The reason we don't have the detailed quotes for the piling work in the case is because we do not want to disadvantage the Contractor that already supplied the original quote. If there is a change to this amount, Staff is proposing that the original 5% contingency be used as a funding source for the minor changes to depth of the pilings if necessary.

The change order request for LSA Design is a result in the incredible amount of time that was necessary to handle the change in design for the piling work and oversee the installation of this foundation work and amounts to a change in fee of \$12,000 to bring the overall construction administration contract to a not to exceed amount of \$144,000.

The change order request for Braun Intertec is \$9,500 for additional specialty inspections with the foundations as well as a recommended existing conditions survey due to the vibrations that will be experienced with the pile driving. This will bring the total not to exceed amount of the Braun contract to \$64,953.

Recommendation:

Due to the extremely time sensitive nature of this change order request, Staff recommends passing these change order requests as outlined in the attached memo from LSA Design.

Funding Source:



LSA Design, Inc.
Northwestern Building
219 North Second Street
Suite 302
Minneapolis, MN 55401
T. 612.339.8729
F. 612.339.7433
www.lsadesigninc.com

Planning
Architecture
Urban Design

Memorandum

To: Brian Olson – Dir. of Public Works
From: William Fossing, PE – LSA
Project: City of Ramsey CMAQ Project (SP 199-080-02)
Subject: PR #1 for Deep Foundations
Date: September 7, 2011

BACKGROUND

The Preliminary Soils Investigation for the Phase II horizontal expansion determined that unsuitable soils existed at a portion of the site at 15 to 35 foot depths below existing grades. The City subsequently approved additional borings and Soil Engineering by Braun to provide recommendations for deep foundations to address the unsuitable soils. Copies of the additional borings and the recommended footings to be revised were issued on 8/29/11 (see attached).

LSA redesigned the foundations for nine columns and generated a proposal request (PR #1) and issued it on 9/1/11. The General Contractor (Knutson Construction) issued the attached Proposed Change Order #1 dated September 7, 2011 for this work.

RECOMMENDATION FOR CHANGE ORDER TO CONTRACT FOR CONSTRUCTION

In review of the PCO #1, I am recommending the City authorize a Not-To- Exceed Change Order amount of \$211,077 to the Contract to Knutson Construction Co. based on the following:

1. The attached amount is based on a single bid for the cost of the piling and their installation. Knutson Construction will obtain additional bids for this work and we will adjust the Change Order amount prior to issuing if lower qualified bids are provided.
2. Knutson Construction has identified that the concrete pour for level 2 is now scheduled to occur in mid November (11/14) rather than mid October (10/20). For temperatures in the low end of the normal range, insulated blankets and enclosing and heating the underside of the pour may be required. The concrete suppliers will have added costs. The authorized amount includes a not-to-exceed amount of \$14,000 for the time and material to address these measures, only if necessary. These costs will be determined at the time of the pour for Level 2.

RECOMMENDATION TO AMEND TESTING AND SPECIAL INSPECTIONS

The fee for Soils Engineering, Construction Testing and Special Inspection Services by Braun has been previously approved for \$55,453.

Based on Braun Intertec's review of PR#1, they have estimated the additional fee for testing and inspection related to the revised foundation to be \$8,000.00 (see attached).

They have also estimated an additional fee for a "precondition survey" of the existing ramp for \$1,500. This will include video and still photographs.

I am recommending the City authorize an amendment to Braun's Hourly Contract for \$9,500.00,

RECOMMENDATION TO AMEND AGREEMENT BETWEEN ARCHITECT AND OWNER

LSA Design has estimated our additional fee to:

1. Coordinate the Geotechnical Investigation, Testing and Inspection required due to the unsuitable soils.
2. Design the deep foundation system in accordance with recommendations from the Geotechnical Engineer.
3. Issue a Proposal Request to modify the Contract Documents. Review Costs and provide recommendations.
4. Provide Construction Administration Services for the revisions.

I am requesting that the City authorize an amendment to LSA's Professional Services Agreement for an Hourly Not-to-Exceed amount of \$12,000.00,

I will be available to attend the City Council meeting on September 13, 2011 to present this item and answers questions from the Council.

Attachments; Braun email dated 8/29/2011
Knutson PCO#1 Letter dated 9/6/2011
Braun email dated 8/31/2011
LSA amendment #1

C: James Lasher - LSA
File

William Fossing

From: Erie, Cyle [CErie@braunintertec.com]
Sent: Monday, August 29, 2011 2:21 PM
To: William Fossing
Cc: Glisson, Matthew
Subject: Ramsey Ramp Foundations
Attachments: Pile - underpin Locations.pdf; Summary of Predicted Settlement.pdf

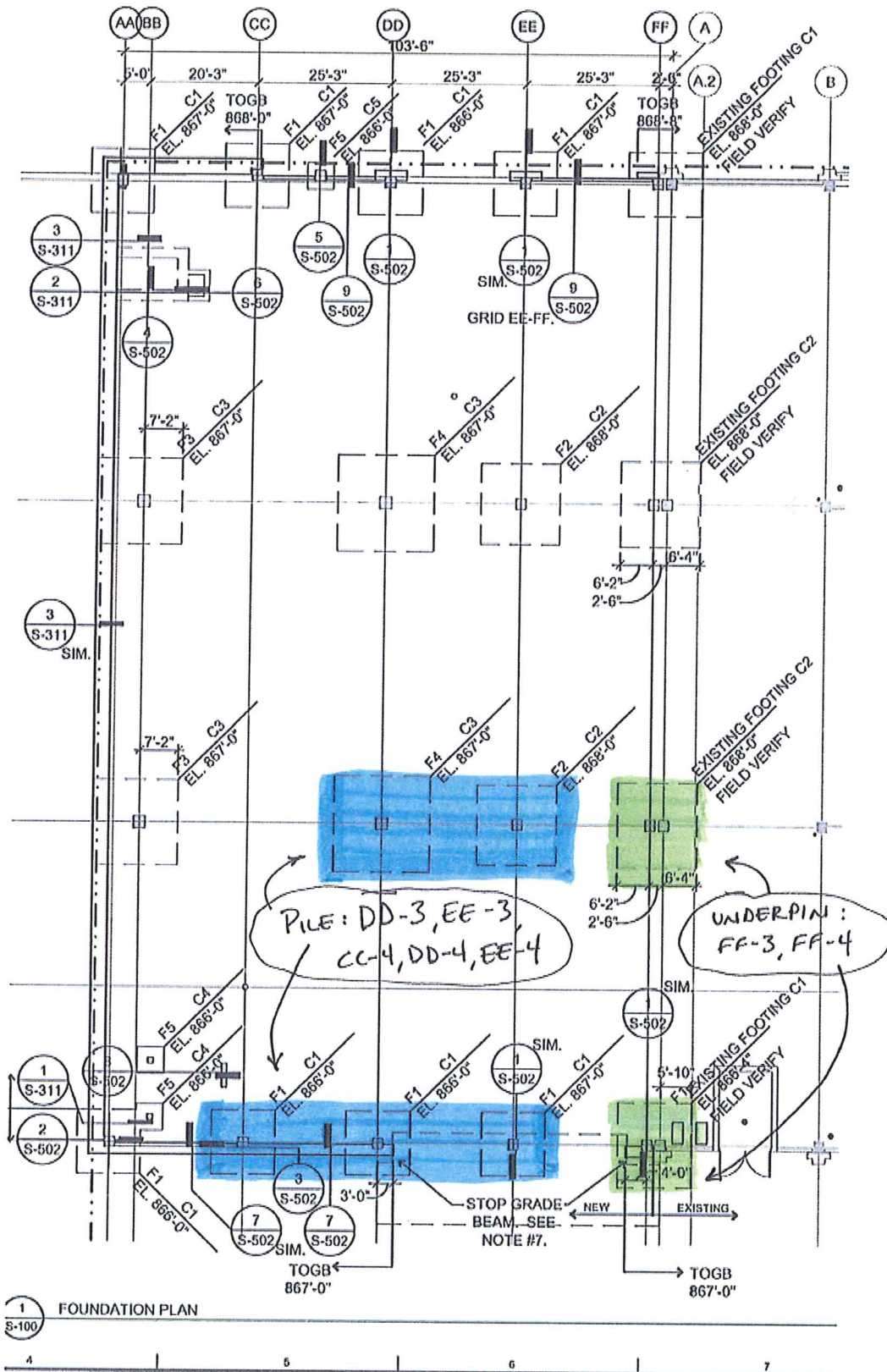
Bill-

Attached is a table summarizing anticipated settlements using spread footings, as well as a plan marked-up showing footings recommended for piles. Give a call on my cell when you have a chance to discuss.

Thanks,
Cyle



Cyle N. Erie, PE
Associate Principal/Project Engineer
3900 Roosevelt Road, Suite 113 | Saint Cloud, MN 56301
320.202.7224 direct | 612.490.1961 mobile
cerie@braunintertec.com
braunintertec.com | [Twitter: Braun Intertec](#) | [LinkedIn: Braun Intertec](#)



Boring/Sounding Number	Grid Location	Predicted Settlement (inches)
ST-1	AA-1	0.75
ST-2	EE-2	0.92
ST-3	AA-4	0.6
CT-4	EE-1	0.3
CT-5	DD-1	0.4
CT-6	CC-1	0.5
CT-7	AA-2	0.8
CT-8	DD-2	0.5
CT-9/ST-15	EE-3	2.5
CT-10/ST-17	DD-3	1.5
CT-11	AA-3	0.4
CT-12	CC-4	1.5
CT-13	DD-4	3
CT-14/ST-16	EE-4	>3



5500 Wayzata Blvd., Ste. 300
Minneapolis, MN 55416-1229
(763) 546-1400
(763) 546-2226 Fax
www.knutsonconstruction.com

September 6, 2011

Mr. William Fossing
LSA Design, Inc.
Northwestern Building
219 N. Second Street, Suite 302
Minneapolis, MN 55401

Re: **Ramsey Municipal Parking Facility**
City Project #10-22

PCO #001 – PR #1 – Foundation Modifications

Dear Mr. Fossing:

Please find enclosed our estimate to provide revisions to the Foundations per PR #1 with the following clarifications:

- Proposal is based on secondary pipe material, availability
- Piles are to be driven with Swinging Leads.
- Time allowed for 2 PDA test piles with the cost of this testing by Others.
- Vibration monitoring of the existing structure is by Others. Settlement monitoring has been included.
- Our original scheduled date for completion of the 2nd level deck is October 20th, based on PR #1 we anticipate the delays in relation to PR #1 to be 3 weeks, which would make the placement date for Pour #1 November 14th. This delay will require additional costs for heating of the concrete and blanketing on the concrete deck and depending on weather conditions at the time may require enclosure and heating of the under slab. Based on our estimate the costs associated with delayed placement of the 2nd level deck would not exceed \$14,000. These costs are not included in this proposal and would be tracked on a T & M basis and would be submitted at the completion of the 2nd level deck. The cost for this work would not exceed \$14,000.
- We have assumed this work can be completed without negatively impacting the existing structure should it be determined this work is negatively impacting the existing structure we reserve the right to submit for additional cost and time.
- This pricing is based receiving approval to proceed with this work no later than September 16, 2011.

Based on the attached estimate we are requesting a change order in the amount of One Hundred Ninety Seven Thousand Seventy Seven Dollars (\$197,077.00), the amount identified on the attached cost itemization.

If during your review of this information, questions remain, please telephone at 763-525-3038.

Respectfully Submitted,

KNUTSON CONSTRUCTION SERVICES, INC.


John L. Lewis
Project Manager

JLL

Enclosure: Estimate PCO #001

c: File 111.1
PCO 001

William Fossing

From: Erie, Cyle [CErie@braunintertec.com]
Sent: Wednesday, August 31, 2011 3:16 PM
To: William Fossing
Cc: Glisson, Matthew
Attachments: CPT Logs.pdf; Soil Boring Location Sketch.pdf; SPT Logs.pdf

Bill-

The SPT and CPT logs and location sketch are attached. The hammer used should be rated for an energy of 40,000 to 65,000 ft-lbs.

Our recommended inspections and testing for the pile-related work includes PDA and CAPWAP analysis on 2 production piles, installation observations, concrete testing, vibration monitoring of the existing structure, and a final special inspection report when pile installation is complete. The estimated costs for all of this is about \$8,000. You could also do a pre-condition survey of the existing ramp if the City would like to do that – that would be about \$1,500.

Let me or Matt know if you need anything else or have questions with anything.

Thanks!

Cyle



Cyle N. Erie, PE

Associate Principal/Project Engineer
3900 Roosevelt Road, Suite 113 | Saint Cloud, MN 56301
320.202.7224 direct | 612.490.1961 mobile
cerie@braunintertec.com
braunintertec.com | [Twitter: Braun Intertec](#) | [LinkedIn: Braun Intertec](#)



AIA[®] Document G801[™] – 2007

Notification of Amendment to the Professional Services Agreement

TO: Brian Olson, PE
(Owner or Owner's representative)

Notification Number: 001

In accordance with the Agreement dated: 01/10/11

BETWEEN the Owner:

(Name and address)
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

and the Architect:

(Name and address)
LSA Design, Inc.
219 N. Second Street, Suite 302
Minneapolis, MN 55402

for the Project:

(Name and address)
Ramsey Municipal Parking Facility-Phase II
7650 Sunwood Drive
Ramsey, MN 55303

Notification is made of the need to proceed with Additional Services as follows:

1. Coordinate Geotechnical Investigation, testing and inspection required for deep foundations.
2. Design deep foundation system in accordance with recommendations from Geotechnical Engineer.
3. Issue a Proposal Request to modify the Contract Documents for the deep foundations. Review costs and provide recommendations to Owner.
4. Provide Construction Administration services for revised Contract Documents.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

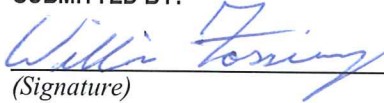
Basic Services Agreement:	\$ 132,000.00
Amendment #01 Not to Exceed Hourly Fee:	\$ 12,000.00
TOTAL Fee Not to Exceed:	\$ 144,000.00

Time:

N/A

Prompt written notice to the Architect from the Owner is required to discontinue the described service.

SUBMITTED BY: _____



(Signature)

William Fossing, P.E.

(Printed name and title)

07 September, 2011

(Date)

Meeting Date: 09/13/2011

By: Diana Lund, Finance

Title:

Authorize Requests for Proposals for Auditing Services

Background:

The City has retained the auditing firm of Malloy, Montague, Karnowski, Radosevich & Co. [MMKR] for the audits of its comprehensive annual financial reports and Fire Relief Association since 1990. The city has had three RFP's for auditing services since then, the last being 2007, with the contractual terms with MMKR ending on December 31, 2009. Due to a change in staffing, council authorized a one-year extension for 2010 audit services.

In November 2009, the city passed a purchasing policy which states that a Request for Proposals (RFP) for professional services will be solicited every three years (unless specifically extended by City Council) for standard city services related to such services as auditing and legal services. As the auditing requirements are continuously changing and sometimes the changes can take a couple of years to implement, staff is requesting that the three-year RFP period be amended to five years. The time extension would allow staff and auditors enough time to incorporate said GASB (Government Accounting Standards Board) mandates and for staff to get a full understanding of what workpapers the auditors require.

Over the past few years, the City has seen an increase in costs for auditing services due to the implementation of GASB 34 and the upcoming implementation of GASB 54 and other legal requirements such as the Single Audit Act and compliance reporting. The following is a detail of the cost of auditing services for the City and Fire Relief over the past eleven years:

CAFR Year	Budget Year	City CAFR Cost	Fire Relief Cost
2000	2001	\$18,125	\$1,613
2001	2002	\$19,843	\$1,715
2002	2003	\$19,200	\$1,842
2003	2004	\$20,600	\$1,928
2004	2005	\$27,030	\$2,543
2005	2006	\$26,126	\$2,558
2006	2007	\$26,532	\$2,666
2007	2008	\$24,800	\$2,950
2008	2009	\$25,540	\$3,160
2009	2010	\$28,850	\$3,250
2010	2011	\$26,400	\$3,250

RFP's would be due to the City by October 10, 2011. An analysis of the proposals would take place with a recommendation for award of service presented at the October 25, 2011 Finance Committee meeting. This time table would allow adequate time for the scheduling of preliminary audit work which generally takes place in late November and early December each year.

As stated above, we will be looking for a five-year commitment with established not-to-exceed amounts for the City's regular Audit, the Fire Relief Audit and for a Single Audit (if required).

Recommendation:

Recommend that the Finance Director be authorized to distribute Requests for Proposals for Auditing Services for a five-year commitment beginning with the audit of year ending December 31, 2011.

Funding Source:

The costs associated with the city's annual audit and Fire Relief audit are included in the General Fund budget of the following year.

Council Action:

Motion to recommend City Council authorize the Finance Director to prepare and distribute Requests for Proposals for Auditing Services for a five-year commitment beginning with the audit for fiscal 2011.

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	09/07/2011 03:11 PM
Kurt Ulrich	Kurt Ulrich	09/08/2011 01:10 PM
Form Started By: Diana Lund		Started On: 09/06/2011 02:36 PM

Final Approval Date: 09/08/2011

CC Regular Session

5. 10.

Meeting Date: 09/13/2011

By: Jo Thieling, Administrative Services

Title:

Approve Rescheduling November 8 City Council Meeting to November 1, Due to School District Election

Background:

Anoka-Hennepin School District is holding an election on Tuesday, November 8, which is a regular meeting night for City Council. As Council is aware, State Statute prohibits public meetings on an election day. Staff is recommending Council reschedule their meeting for November 8 to Tuesday, November 1. (November 1 is a regular Work Session meeting night.)

Council Action:

Motion to reschedule the Council meeting of November 8 to November 1, due to the School District Election.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/18/2011 03:07 PM
Form Started By: Jo Thieling		Started On: 08/16/2011 07:01 AM
		Final Approval Date: 08/18/2011

CC Regular Session

5. 11.

Meeting Date: 09/13/2011

By: Jackie Lipski, Finance

Title:

Adopt Resolution #11-09-XXX Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 18, 2011 through September 1, 2011

Background:

Attached is the bills list and resolution authorizing payment of same.

Funding Source:

N/A

Council Action:

Motion to adopt Resolution #11-09-XXX Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of August 18, 2011 through September 1, 2011.

Attachments

Billslist 9-13-2011

Bill Resolution

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	09/07/2011 02:56 PM
Kurt Ulrich	Kurt Ulrich	09/08/2011 01:14 PM
Form Started By: Jackie Lipski		Started On: 09/07/2011 02:45 PM
	Final Approval Date: 09/08/2011	

RAMSEY CITY COUNCIL MEETING
9/13/2011
BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	<u>SUBMITTED FOR APPROVAL</u>
Purchase Journal:	
Prepays 8/18/11-9/7/11	318,703.75
Accounts Payable 8/18/11-9/7/2011	329,938.77
Payroll 8/18/11 and 9/1/2011	259,518.76

TOTAL SUBMITTED FOR APPROVAL THIS MEETING

\$ 908,161.28

<u>DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:</u>	<u>APPROVED PREV. MTG</u>	<u>2011 Y.T.D.</u>
NET PAYROLL TOTAL	\$ 129,960.45	\$ 2,166,468.45
- CORRECTION TO PAYROLL		
PREPAIDS	241,510.94	3,125,332.01
- PREPAID ADJUSTMENTS		
WIRE TRANSFERS FOR DEBT SERVICE		904,427.50
- CORRECTION TO D.S.		
ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
- BILLS LIST SUBMITTED	197,798.57	3,834,356.59
ADD (DELETE) BILLS LIST SUBMITTED		
PAY ESTIMATE(S)	761,587.22	1,799,357.63
- CHECKS VOIDED	0.00	0.00

TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED

\$ 1,330,857.18 \$ 11,829,942.18

8/18/2011 -- 12/31/2011

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
86383	8/22/2011		107962 GENESIS EMPLOYEE BENEFITS						
		4,233.45			59047	0817119093913	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>4,233.45</u>							
86384	8/22/2011		100257 LAW ENFORCEMENT LABOR SRV INC						
		420.00			58833	0803111049112	9101.2177		UNION DUES
		420.00			59050	081711909392	9101.2177		UNION DUES
		<u>840.00</u>							
86385	8/22/2011		100298 MN AFSCME COUNCIL 5						
		505.56			58834	0803111049113	9101.2177		UNION DUES
		505.48			59051	081711909393	9101.2177		UNION DUES
		<u>1,011.04</u>							
86386	8/23/2011		111377 ANOKA MUNICIPAL UTILITY						
		12.83	14120 ST FRANCIS BLVD		59059	22-612060-01AUG 11	9605.6371		ELECTRIC UTILITIES
		37.17	BUNKER LK BLVD & DYSPOSIUM SIG		59060	22-612000-01AUG 11	9605.6371		ELECTRIC UTILITIES
		155.11	CTY RD 116 AND HWY 47 SIGNAL		59061	22-613120-01AUG 11	9605.6371		ELECTRIC UTILITIES
		155.11	CTY RD 116 & HWY 47 SIGNAL		59062	22-613120-01 AUG11	9605.6371		ELECTRIC UTILITIES
		<u>360.22</u>							
86387	8/23/2011		106723 APMP						
		20.00	H. NELSON ANNUAL CONF		59063	081711	0130.6335		TRAINING
		<u>20.00</u>							
86388	8/23/2011		110734 CITY OF RAMSEY						
		19.76	ACCT 59804997		59066	082311	9601.4651		WATER REVENUE
		20.00	ACCT 36262643		59066	082311	9601.4651		WATER REVENUE
		24.11	ACCT 715116945		59066	082311	9601.4651		WATER REVENUE
		80.00	ACCT 718262		59066	082311	9601.4651		WATER REVENUE
		85.17	ACCT 69185930		59066	082311	9601.4651		WATER REVENUE
		100.00	ACCT 718954		59066	082311	9601.4651		WATER REVENUE
		121.86	ACCT 720532		59066	082311	9601.4651		WATER REVENUE
		130.93	ACCT 719737		59066	082311	9601.4651		WATER REVENUE
		340.00	ACCT 720529		59066	082311	9601.4651		WATER REVENUE
		342.81	ACCT 2948778		59066	082311	9601.4651		WATER REVENUE
		<u>1,264.64</u>							
86389	8/23/2011		100291 MET COUNCIL SAC						
		22.30-	SAC JULY 2011		59064	081911	9602.4356		SEWER AVAILABILITY CHARGI
		2,230.00	SAC JULY 2011		59064	081911	9602.2083		SAC CHARGES
		<u>2,207.70</u>							
86390	8/23/2011		103663 SUPERIOR HEATING AC						
		65.00	PERMIT REFUND- WRONG CITY		59065	081511	9101.4307		PLAN CHECKING FEES
		75.00	PERMIT REFUND- WRONG CITY		59065	081511	9101.4208		HEATING PERMIT
		<u>140.00</u>							
86470	8/25/2011		109424 AT AND T MOBILITY						
		50.99	AUGUST 2011 BILLING		59067	876463844X08112 011	0301.6323		CELLULAR PHONES
		<u>50.99</u>							

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86471	8/25/2011		100678 PETTY CASH						
		4.19	DESERT/TOWN HALL MEETING		59068	082411	0111.6249		MISCELLANEOUS OPERATING
		7.58	DESERT/CC MEETING		59068	082411	0111.6249		MISCELLANEOUS OPERATING
		8.26	DESERT/CC MEETING		59068	082411	0111.6249		MISCELLANEOUS OPERATING
		20.38	PD TRAINING		59068	082411	0211.6331		TRAVEL & LODGING
		21.46	PD TRAINING		59068	082411	0211.6331		TRAVEL & LODGING
		22.14	ANDY E. FAREWELL PARTY		59068	082411	0301.6249		MISCELLANEOUS OPERATING
		<u>84.01</u>							
86472	8/25/2011		111366 RAMSEY, ROBERT						
		25.00	REIMBURSE-DATA CARD		59069	082311	0111.6249		MISCELLANEOUS OPERATING
		<u>25.00</u>							
86473	8/30/2011		111377 ANOKA MUNICIPAL UTILITY						
		58.35	RAMSEY STREET LIGHTS		59129	22-990005-01JUL 2011	9603.6371		ELECTRIC UTILITIES
		<u>58.35</u>							
86474	8/30/2011		111364 ASSURANT EMPLOYEE BENEFITS						
		1,187.89	LTD SEPT 2011		59130	5413144 SEPT 2011	9101.2170		DENTAL/DISABILITY/LIFE
		<u>1,187.89</u>							
86475	8/30/2011		100297 CENTERPOINT ENERGY						
		19.23	14515 E TOWN CENTER		59131	8782239-1JULY20 11	9601.6373		GAS
		21.00	6701 HIWAY 10		59132	6011580-5JUL201 1	9410.6373	00041012	GAS
		1,157.43	7550 SUNWOOD DR		59133	6702493-5JULY20 11	0194.6373		GAS
		<u>1,197.66</u>							
86479	8/30/2011		100116 CONNEXUS ENERGY						
		1,245.86	15302 SUNFISH LK- SIGNAL		59134	444931-302893	9603.6371		ELECTRIC UTILITIES
		45.71	7925 161ST AVE		59135	444929-237416AU G11	0452.6371		ELECTRIC UTILITIES
		10.15	7925 161ST- PARK		59136	444931-298903AU G11	0452.6371		ELECTRIC UTILITIES
		5.34	14501 RHINESTONE ST- IRRIG		59137	444931-287796AU G11	0452.6372		WATER/IRRIGATION
		12.61	7850 SUNWOOD- METERED RECPT		59138	444931-286841AU G11	0452.6371		ELECTRIC UTILITIES
		10.15	7400 SUNWOOD METERED RECPT		59139	444931-286840AU G11	0452.6371		ELECTRIC UTILITIES
		12.51	6860 RIVERDALE- PARK		59140	444931-300276AU G11	0452.6371		ELECTRIC UTILITIES
		10.15	15100 NOWTHEN BLVD		59141	444931-179176AU G11	0452.6371		ELECTRIC UTILITIES
		142.92	161ST AND ARMSTRONG		59142	444931-178980AU G11	0452.6371		ELECTRIC UTILITIES
		618.34	16300 ST FRANCIS BLVD- IRRIG		59143	444931-267449AU G11	0452.6371		ELECTRIC UTILITIES
		493.70	7401 RAMSEY PKWY- IRRIG		59144	444929-301611AU G11	0452.6372		WATER/IRRIGATION
		54.83	STREET LIGHTS		59145	444932-173784AU G11	9603.6371		ELECTRIC UTILITIES
		10,086.89	STREET LIGHTS		59146	444932-173704AU	9603.6371		ELECTRIC UTILITIES

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		57.86	STREET LIGHTS		59147	444932-173612AU G11	9603.6371		ELECTRIC UTILITIES
		89.48	EDA STREET LIGHTS		59148	444932-173582AU G11	9230.6371		ELECTRIC UTILITIES
		205.39	STREET LIGHTS		59149	444932-283184AU G11	9603.6371		ELECTRIC UTILITIES
		80.69	155TH LN & YAKIMA ST		59150	444932-267531AU G11	9602.6371		ELECTRIC UTILITIES
		38.56	7039 HWY 10 NW		59151	444932-238710AU G11	9410.6371	00041018	ELECTRIC UTILITIES
		235.15	STREET LIGHTS		59152	444932-238648AU G11	9603.6371		ELECTRIC UTILITIES
		26.13	6600 SUNWOOD DR-LIFT STAT		59153	444931-272293AU G11	9601.6371		ELECTRIC UTILITIES
		108.25	STREET LIGHTS		59154	444931-259563AU G11	9603.6371		ELECTRIC UTILITIES
		569.47	6701 HWY 10		59155	444931-239841AU G11	9410.6371	00041012	ELECTRIC UTILITIES
		3,869.29	STREET LIGHTS		59156	444931-173581AU G11	9603.6371		ELECTRIC UTILITIES
		2,117.94	7650 SUNWOOD- PARK RAMP		59157	444931-288372AU G11	9240.6371		ELECTRIC UTILITIES
		14,410.67	7550 SUNWOOD DR		59158	444931-286294AU G11	0194.6371		ELECTRIC UTILITIES
		1,315.49	15153 NOWTHEN BLVD		59159	444931-179178AU G11	0220.6371		ELECTRIC UTILITIES
		173.84	15153 NOWTHEN BLVD		59160	444931-238631AU G11	0220.6371		ELECTRIC UTILITIES
		496.71	15050 ARMSTRONG BLVD		59161	444929-255229AU G11	0220.6371		ELECTRIC UTILITIES
		12.13	15153 NOWTHEN BLVD-SIGN		59162	444929-179177AU G11	0220.6371		ELECTRIC UTILITIES
		52.55	16600 ST FRANCIS- WTR TOWER 3		59163	444931-301614AU G11	9601.6371		ELECTRIC UTILITIES
		106.38	137TH & DOLOMITE ST		59164	444930-179151AU G11	9602.6371		ELECTRIC UTILITIES
		78.73	6901 SUNWOOD DR		59165	444931-261725AU G11	9601.6371		ELECTRIC UTILITIES
		2,128.86	7845 CIVIC CENTER WELL 6		59166	444931-284710AU G11	9601.6371		ELECTRIC UTILITIES
		85.36	161ST LN & 162ND LIFT STAT		59167	444931-290657AU G11	9602.6371		ELECTRIC UTILITIES
		10.15	16691 QUICKSILVER-FILL STATION		59168	444931-293938AU G11	9601.6371		ELECTRIC UTILITIES
		368.75	15030 ARMSTRONG WELL 7		59169	444931-296623AU G11	9601.6371		ELECTRIC UTILITIES
		135.90	14779 ZEOLITE ST WELL 8		59170	444931-295820AU G11	9601.6371		ELECTRIC UTILITIES
		67.06	7275 168TH LIFT STAT		59171	444931-294030AU G 11	9602.6371		ELECTRIC UTILITIES
		2,099.14	14200 XKIMO ST NW		59172	444931-179175AU G11	9601.6371		ELECTRIC UTILITIES
		154.36	5770 155TH LN LIFT STAT		59173	444929-271363AU G11	9602.6371		ELECTRIC UTILITIES
		63.99	NEON ST & 157TH LIFT STAT		59174	444929-246741AU	9602.6371		ELECTRIC UTILITIES

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		128.14	DYSPROSIUM ST & CO RD 5		59175	444930-179173AU G11	9601.6371		ELECTRIC UTILITIES
		1,973.35	7301 BUNKER LK BLVD WELL3		59176	444932-240378AU G11	9601.6371		ELECTRIC UTILITIES
		3,153.77	7601 BUNKER LK WELL 4		59177	444932-245192AU G11	9601.6371		ELECTRIC UTILITIES
		2,175.08	7600 BUNKER LK WELL 5		59178	444932-265207AU G11	9601.6371		ELECTRIC UTILITIES
		67.90	6000 142ND AVE- IRRIG		59179	444932-238369AU G11	0452.6372		WATER/IRRIGATION
		208.12	7949 161ST AVE		59180	444932-179043AU G11	0452.6371		ELECTRIC UTILITIES
		24.54	6363 SUNWOOD PARK		59181	444932-300508AU G11	9603.6371		ELECTRIC UTILITIES
		35.22	163RD AVE & ST FRANCIS BLVD		59182	444932-290430AU G11	0452.6371		ELECTRIC UTILITIES
		10.89	14700 ERKIUM ST IRRIG		59183	444932-264284AU G11	0452.6372		WATER/IRRIGATION
		129.35	6600 ALPINE DR		59184	444932-243560AU G11	0452.6371		ELECTRIC UTILITIES
		425.12	7925 161ST AVE IRRIG		59185	444930-179039AU G11	0452.6372		WATER/IRRIGATION
		94.57	7925 161ST AVE- PARK		59186	444930-255698AU G11	0452.6371		ELECTRIC UTILITIES
		34.11	162ND & CTY RD 56		59187	444930-179017AU G11	0452.6371		ELECTRIC UTILITIES
		83.99	7949 161ST AVE		59188	444930-179050AU G11	0452.6371		ELECTRIC UTILITIES
		10.89	5455 142ND AVE		59189	444929-278434AU G11	0452.6372		WATER/IRRIGATION
		5.34	9015 175TH SIREN 1		59194	444930-300439AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	16855 NUTRIA SIREN 2		59195	444930-300441AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	7615 173RD AVE SIREN 3		59196	444930-300442AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	6501 GREEN VALLEY RD SIREN 4		59197	444930-300443AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	17201 ST FRANCIS BLVD SIREN 5		59198	444930-300444AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	5254 179TH SIREN 6		59199	444930-300446AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	16045 ANDRIE ST SIREN 7		59200	444930-300462AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	7925 161ST AVE SIREN 8		59201	444930-300463AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	16621 NOWTHEN BLVD SIREN 9		59202	444930-300464AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	5760 164TH AVE SIREN 10		59203	444930-300465AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	14900 PUMA ST SIREN 11		59204	444930-300466AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	7220 152ND LN SIREN 12		59205	444930-300467AU G11	0250.6371		ELECTRIC UTILITIES
		5.34	6280 153RD AVE SIREN 13		59206	444930-300468AU	0250.6371		ELECTRIC UTILITIES

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		5.34	5201 155TH LANE SIREN 14		59207	G11 444930-300471AU	0250.6371		ELECTRIC UTILITIES
		5.33	7570 HWY 10 SIREN 15		59208	G11 444930-302417AU	0250.6371		ELECTRIC UTILITIES
		5.34	6400 BUNKER LK BLVD SIREN 16		59209	G11 444930-300474AU	0250.6371		ELECTRIC UTILITIES
		5.34	14501 NOWTHEN SIREN 17		59210	G11 444930-300475AU	0250.6371		ELECTRIC UTILITIES
		<u>50,553.25</u>							
86480	8/30/2011		106583 DELTA DENTAL PLAN OF MINNESOTA						
		2,187.00	DENTAL SEPT 2011		59190	7686317	9101.2170		DENTAL/DISABILITY/LIFE
		<u>2,187.00</u>							
86481	8/30/2011		110386 HEALTH PARTNERS						
		100.80	HEALTH INS SEPT 2011		59191	38206984	0130.6315		MISCELLANEOUS PROFESSIO
		53,017.18	HEALTH INS SEPT 2011		59191	38206984	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>53,117.98</u>							
86482	8/30/2011		100330 MN FIRE SRV CERTIFICATION BRD						
		75.00	EXAM- FF2 WIEMAN		59192	22869	0220.6335		TRAINING
		<u>75.00</u>							
86483	8/30/2011		100510 VERIZON WIRELESS						
		26.02	JULY-AUG 2011 BILLING		59193	686682577-00001	0111.6249		MISCELLANEOUS OPERATING
		26.02	JULY-AUG 2011 BILLING		59193	686682577-00001	0311.6323		CELLULAR PHONES
		26.02	JULY-AUG 2011 BILLING		59193	686682577-00001	0130.6323		CELLULAR PHONES
		766.21	JULY-AUG 2011 BILLING		59193	686682577-00001	0192.6281		SMALL TOOLS & MINOR EQUIF
		<u>844.27</u>							
86484	9/1/2011		100297 CENTERPOINT ENERGY						
		12.90	GAS JULY 2011 BILLING		59281	8000014064-2JUL Y11	9601.6373		GAS
		12.90	GAS JULY 2011 BILLING		59281	8000014064-2JUL Y11	9602.6373		GAS
		12.90	GAS JULY 2011 BILLING		59281	8000014064-2JUL Y11	9605.6373		GAS
		33.87	GAS JULY 2011 BILLING		59281	8000014064-2JUL Y11	0452.6373		GAS
		38.70	GAS JULY 2011 BILLING		59281	8000014064-2JUL Y11	0311.6373		GAS
		86.51	GAS JULY 2011 BILLING		59281	8000014064-2JUL Y11	0220.6373		GAS
		<u>197.78</u>							
86485	9/1/2011		100116 CONNEXUS ENERGY						
		55.26	14100 JASPER ST		59282	444930-178956AU G11	9605.6371		ELECTRIC UTILITIES
		55.27	14100 JASPER ST		59282	444930-178956AU G11	9601.6371		ELECTRIC UTILITIES
		55.27	14100 JASPER ST		59282	444930-178956AU G11	9602.6371		ELECTRIC UTILITIES
		165.81	14100 JASPER ST		59282	444930-178956AU G11	0311.6371		ELECTRIC UTILITIES
		31.27	14100 JASPER ST		59283	444930-178957AU G11	9601.6371		ELECTRIC UTILITIES

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		31.27	14100 JASPER ST		59283	444930-178957AU G11	9602.6371		ELECTRIC UTILITIES
		31.28	14100 JASPER ST		59283	444930-178957AU G11	9605.6371		ELECTRIC UTILITIES
		93.82	14100 JASPER ST		59283	444930-178957AU G11	0311.6371		ELECTRIC UTILITIES
		49.82	14100 JASPER ST		59284	444930-288329AU G11	9601.6371		ELECTRIC UTILITIES
		49.82	14100 JASPER ST		59284	444930-288329AU G11	9602.6371		ELECTRIC UTILITIES
		49.82	14100 JASPER ST		59284	444930-288329AU G11	9605.6371		ELECTRIC UTILITIES
		149.47	14100 JASPER ST		59284	444930-288329AU G11	0311.6371		ELECTRIC UTILITIES
		39.65	7201 SUNWOOD DR		59285	444931-292833AU G11	0260.6371		ELECTRIC UTILITIES
		39.79	7199 BUNKER LAKE BLVD		59286	444931-292834AU G11	0260.6371		ELECTRIC UTILITIES
		34.85	14351 ST FRANCIS BLVD		59287	444929-257960AU G11	0260.6371		ELECTRIC UTILITIES
		41.62	14861 ST FRANCIS BLVD		59288	444929-257947AU G11	0260.6371		ELECTRIC UTILITIES
		36.33	15300 ST FRANCIS		59289	444929-257969AU G11	0260.6371		ELECTRIC UTILITIES
		43.34	7200 HWY 10		59290	444929-179115AU G11	0260.6371		ELECTRIC UTILITIES
		41.62	6362 HWY 10		59291	444932-299611AU G11	0260.6371		ELECTRIC UTILITIES
		394.67	14210 JASPER ST		59292	444932-178997AU G11	0311.6371		ELECTRIC UTILITIES
		46.16	HWY 10 & ARMSTRONG		59293	444932-237817AU G11	0260.6371		ELECTRIC UTILITIES
		<u>1,536.21</u>							
86486	9/1/2011		101103 NEXTEL COMMUNICATIONS						
		68.66	BILLING JULY 15-AUG 14,2011		59294	570683319-117	9230.6323		CELLULAR PHONES
		90.77	BILLING JULY 15-AUG 14,2011		59294	570683319-117	0240.6323		CELLULAR PHONES
		94.98	BILLING JULY 15-AUG 14,2011		59294	570683319-117	0111.6249		MISCELLANEOUS OPERATING
		119.28	BILLING JULY 15-AUG 14,2011		59294	570683319-117	0194.6323		CELLULAR PHONES
		162.16	BILLING JULY 15-AUG 14,2011		59294	570683319-117	0191.6323		CELLULAR PHONES
		185.84	BILLING JULY 15-AUG 14,2011		59294	570683319-117	0130.6323		CELLULAR PHONES
		191.78	BILLING JULY 15-AUG 14,2011		59294	570683319-117	9601.6323		CELLULAR PHONES
		194.04	BILLING JULY 15-AUG 14,2011		59294	570683319-117	0220.6323		CELLULAR PHONES
		238.52	BILLING JULY 15-AUG 14,2011		59294	570683319-117	0311.6323		CELLULAR PHONES
		247.15	BILLING JULY 15-AUG 14,2011		59294	570683319-117	0301.6323		CELLULAR PHONES
		267.43	BILLING JULY 15-AUG 14,2011		59294	570683319-117	0452.6323		CELLULAR PHONES
		626.20	BILLING JULY 15-AUG 14,2011		59294	570683319-117	0211.6323		CELLULAR PHONES
		<u>2,486.81</u>							
86487	9/1/2011		100506 US POSTMASTER						
		1,179.59	POSTAGE RAM RES SEPT/OCT		59295	083011	0195.6322		POSTAGE
		<u>1,179.59</u>							
86488	9/1/2011		107962 GENESIS EMPLOYEE BENEFITS						
		4,201.60			59270	08311114090013	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>4,201.60</u>							

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86489	9/6/2011		111360 MINNESOTA LIFE INSURANCE COMPA						
		1,154.95	SEPT 2011 PREMIUM		59337	12370010	9101.2176		LIFE/HEALTH-EMPLOYEE
		<u>1,154.95</u>							
86490	9/6/2011		100351 NCPERS MINNESOTA						
		384.00	SEPT 2011 PREMIUM		59336	7048911	9101.2170		DENTAL/DISABILITY/LIFE
		<u>384.00</u>							
86491	9/6/2011		100413 RANDALL AND GOODRICH, P L C						
		2,885.00	AUG 11 PROSECUTION BILLING		59338	083111	0161.6304		LEGAL FEES
		<u>2,885.00</u>							
90112752	8/18/2011		107784 VILLAGE BANK						
		226.36			58981	081611900534	9101.2173		FICA & MEDICARE-EMPLOYEE
		306.50			58982	081611900535	9101.2182		FICA & MEDICARE-EMPLOYER
		20,159.04			59044	0817119093910	9101.2171		FEDERAL WITHHOLDING
		7,540.27			59045	0817119093911	9101.2173		FICA & MEDICARE-EMPLOYEE
		9,887.77			59046	0817119093912	9101.2182		FICA & MEDICARE-EMPLOYER
		<u>38,119.94</u>							
90183847	8/18/2011		100398 PUBLIC EMPLOYEES RETIREMENT AS						
		50.00			58979	081611900532	9101.2174		PERA-EMPLOYEE
		50.00			58980	081611900533	9101.2183		PERA-EMPLOYER
		13,906.86			59055	081711909397	9101.2174		PERA-EMPLOYEE
		18,478.31			59056	081711909398	9101.2183		PERA-EMPLOYER
		<u>32,485.17</u>							
90185197	9/1/2011		100398 PUBLIC EMPLOYEES RETIREMENT AS						
		14,150.06			59278	0831111409007	9101.2174		PERA-EMPLOYEE
		18,856.50			59279	0831111409008	9101.2183		PERA-EMPLOYER
		<u>33,006.56</u>							
91110142	9/1/2011		100301 MN CHILD SUPPORT PAYMENT CNTR						
		339.64			59275	0831111409004	9101.2185		GARNISHMENTS/SUPPORT
		864.42			59276	0831111409005	9101.2185		GARNISHMENTS/SUPPORT
		85.86			59277	0831111409006	9101.2185		GARNISHMENTS/SUPPORT
		<u>1,289.92</u>							
93205508	8/18/2011		100601 MN DEPT OF REV WH						
		8,337.91			59057	081711909399	9101.2172		STATE WITHHOLDING
		<u>8,337.91</u>							
93275661	9/1/2011		100601 MN DEPT OF REV WH						
		8,569.93			59280	0831111409009	9101.2172		STATE WITHHOLDING
		<u>8,569.93</u>							
95564516	9/1/2011		107784 VILLAGE BANK						
		20,883.97			59267	08311114090010	9101.2171		FEDERAL WITHHOLDING
		7,554.73			59268	08311114090011	9101.2173		FICA & MEDICARE-EMPLOYEE
		9,894.77			59269	08311114090012	9101.2182		FICA & MEDICARE-EMPLOYER
		<u>38,333.47</u>							
98110114	8/18/2011		100301 MN CHILD SUPPORT PAYMENT CNTR						
		325.51			58978	081611900531	9101.2185		GARNISHMENTS/SUPPORT
		339.64			59052	081711909394	9101.2185		GARNISHMENTS/SUPPORT
		864.42			59053	081711909395	9101.2185		GARNISHMENTS/SUPPORT
		144.53			59054	081711909396	9101.2185		GARNISHMENTS/SUPPORT

CITY OF RAMSEY
Council Check Register

8/18/2011 -- 12/31/2011

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
		1,674.10							
99073211	8/19/2011		100629 MN DEPT OF REV SALES TX						
		.70-	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9101.4609		OTHER MISCELLANEOUS REV
		3.90	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9101.4308		SALES OF MAPS & PUBLICATI
		4.21	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9604.2082		SALES/USE TAX PAYABLE
		4.22	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9603.2082		SALES/USE TAX PAYABLE
		4.22	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9601.2082		SALES/USE TAX PAYABLE
		20.63	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	0211.6315		MISCELLANEOUS PROFESSIO
		34.20	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9101.4305		RENTAL FEES
		39.02	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9605.2082		SALES/USE TAX PAYABLE
		39.18	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9601.2082		SALES/USE TAX PAYABLE
		42.74	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9602.2082		SALES/USE TAX PAYABLE
		419.61	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9601.2085		ANOKA COUNTY TRANSIT TAX
		434.32	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9101.2082		SALES/USE TAX PAYABLE
		9,805.45	JUL2011 SALES/USE/TRANS TAX		59058	JUL11 SALES TAX	9601.2082		SALES/USE TAX PAYABLE
		10,851.00							
99081811	8/18/2011		100223 ICMA RETIREMENT TRUST 457						
		2,619.21			59043	081711909391	9101.2175		DEFERRED COMPENSATION
		2,619.21							
99081851	8/18/2011		111465 STATE STREET BANK						
		3,294.00			59048	0817119093914	9101.2175		DEFERRED COMPENSATION
		3,294.00							
99081854	8/18/2011		111465 STATE STREET BANK						
		385.62			59049	0817119093915	9101.2176		LIFE/HEALTH-EMPLOYEE
		385.62							
99090111	9/1/2011		100223 ICMA RETIREMENT TRUST 457						
		2,619.21			59266	0831111409001	9101.2175		DEFERRED COMPENSATION
		2,619.21							
99090151	9/1/2011		111465 STATE STREET BANK						
		3,254.00			59271	08311114090014	9101.2175		DEFERRED COMPENSATION
		3,254.00							
99090154	9/1/2011		111465 STATE STREET BANK						
		379.32			59272	08311114090015	9101.2176		LIFE/HEALTH-EMPLOYEE
		379.32							
		318,703.75	Grand Total						

Payment Instrument Totals

Check Total	133,484.39
Transfer Total	185,219.36
Total Payments	318,703.75

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
107867	ABM EQUIPMENT AND SUPPLY	JETTER HOSE REPAIR	PV	59211	001	09605	8/9/2011	0129703	261.01
	ABM EQUIPMENT AND SUPPLY 333 2ND STREET NE HOPKINS MN 55343								Summary Total 261.01
									Payment Amount 261.01
100012	ACE SOLID WASTE INC	CITY CONTRACT RECYCLE	PV	59339	001	09604	9/1/2011	0008765756	23,617.70
	ACE SOLID WASTE INC 6601 MCKINLEY STREET NW RAMSEY MN 55303								Summary Total 23,617.70
									Payment Amount 23,617.70
112857	ALLINA HOSPITALS AND CLINICS	EMT TRAINING-J.AT CHINSON	PV	59213	001	09101	7/29/2011	110014449	1,790.00
	ALLINA HOSPITALS AND CLINICS P O BOX 9125 MINNEAPOLIS MN 55480-9125								Summary Total 1,790.00
									Payment Amount 1,790.00
100019	ALLINA MEDICAL CLINIC	RE: TIM FLICKINGER	PV	59212	001	09101	7/31/2011	69368	470.50
	ALLINA MEDICAL CLINIC P O BOX 60 NW 5685 MINNEAPOLIS MN 55440-0060								Summary Total 470.50
									Payment Amount 470.50
110553	ANCHOR PAPER COMPANY	COPIER PAPER	PV	59214	001	09101	8/23/2011	10294419	1,658.70
	ANCHOR PAPER COMPANY 480 BROADWAY ST PAUL MN 55101								Summary Total 1,658.70
									Payment Amount 1,658.70
100618	ANCOM COMMUNICATION S INC	CHARGER	PV	59215	001	09101	8/4/2011	24014	288.56

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
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Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
									288.56
	ANCOM COMMUNICATIONS INC								Summary Total
	1800 EAST	XTS CHARGER	PV	59216	001	09101	8/10/2011	24084	343.50
	CLIFF ROAD								
	SUITE 17A								
	BURNSVILLE MN 55337								Summary Total
									343.50
									Payment Amount
									632.06
100029	ANOKA AREA	CHAMBER	PV	59070	001	09295	8/18/2011	16118	24.00
	CHAMBER OF	LUNCH-NELSON/							
	COMMERCE	LAZAN							
	ANOKA AREA CHAMBER OF COMMERCE								Summary Total
	12 BRIDGE SQUARE								24.00
	ANOKA MN 55303								
									Payment Amount
									24.00
100031	ANOKA COUNTY	2011 2ND QTR	PV	59071	001	09101	8/15/2011	081511	931.24
		BILLING							
	ANOKA COUNTY								Summary Total
	2100 - 3RD AVENUE								931.24
	ANOKA MN 55303								
									Payment Amount
									931.24
100035	ANOKA COUNTY	JULY 2011	PV	59073	001	09101	8/12/2011	2011-266	484.32
	CENTRAL	WIRELESS							
	COMMUNICATIONS	INTERNET							
	S								
	ANOKA COUNTY CENTRAL COMMUNICATIONS								Summary Total
	325 EAST MAIN	PORTABLE	PV	59074	001	09101	8/10/2011	2011041	200.25
	STREET	RADIO							
		MICROPHONE							
	ANOKA MN 55303								Summary Total
									200.25
									Payment Amount
									684.57
100043	ANOKA COUNTY	JULY 2011	PV	59075	001	09804	8/1/2011	534 JULY11	46.00
	PROPERTY	BILLING							
	RECORDS								
	TAXATION								
	ANOKA COUNTY	JULY 2011	PV	59075	002	09804	8/1/2011	534 JULY11	46.00
	PROPERTY	BILLING							
	RECORDS								
	TAXATION								
	2100 - 3RD	JULY 2011	PV	59075	003	09804	8/1/2011	534 JULY11	184.00

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CITY OF RAMSEY
Create Payment Control Groups

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Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
	AVENUE	BILLING							
	ANOKA MN 55303								Summary Total 276.00
									Payment Amount 276.00
107587	ANOKA COUNTY TREASURY DEPARTMENT	SIGNAL CTY RD 56/SUNWOOD	PV	59296	001	09101	8/24/2011	212047	509.54
	ANOKA COUNTY TREASURY DEPARTMENT 2100 THIRD AVENUE ANOKA MN 55303								Summary Total 509.54
									Payment Amount 509.54
100052	ANOKA POLICE DEPARTMENT	ANIMAL CONTAINMENT JULY11	PV	59072	001	09101	8/8/2011	080811	750.00
	ANOKA POLICE DEPARTMENT 275 HARRISON STREET ANOKA MN 55303								Summary Total 750.00
									Payment Amount 750.00
107141	APPLIED CONCEPTS INC	SET UP FOR NEW SQUAD 316	PV	59217	001	09290	8/18/2011	208489	2,931.50
	APPLIED CONCEPTS INC STALKER RADAR P O BOX 972943 DALLAS TX 75397-2943								Summary Total 2,931.50
									Payment Amount 2,931.50
100063	ASPEN MILLS	MISC RESERVES	PV	59077	001	09101	8/11/2011	111303	45.95
	ASPEN MILLS 8201 C CENTRAL AVE NE SPRING LAKE PARK MN 55432								Summary Total 45.95
		MISC RESERVES	PV	59127	001	09101	8/8/2011	111200	66.10
									Summary Total 66.10
									Payment Amount 112.05
101084	BATTERIES PLUS STORE	BATTERIES	PV	59297	001	09101	8/26/2011	033-826513	9.59
	BATTERIES PLUS STORE 18180 ZANE STREET NW								Summary Total 9.59

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount	
	ELK RIVER MN 55330								9.59	
			Payment Amount							9.59
112815	BENTRUD, ANGELA	REFUND HD CRAFT FAIR	PV	59078	001	09297	8/18/2011	081811	25.00	
	ANGELA BENTRUD 15770 OSMIUM STREET NW RAMSEY MN 55303								25.00	
			Summary Total							25.00
			Payment Amount							25.00
107123	BERGE,MIKE	TUITION/BOOKS REIMB.	PV	59218	001	09101	8/26/2011	082611	362.58	
	MIKE BERGE 15538 FOX STREET NW ANDOVER MN 55304								362.58	
			Summary Total							362.58
			Payment Amount							362.58
100090	BONESTROO AND ASSOC	RAMSEY-DEVELO P REVIEW	PV	59079	001	09101	8/11/2011	190780	1,725.25	
	BONESTROO AND ASSOC P O BOX 1521 DEPT #1156 MINNEAPOLIS MN 55480-1521								1,725.25	
			Summary Total							1,725.25
			PV	59080	001	09101	8/11/2011	190781	2,215.50	
			Summary Total							2,215.50
			Payment Amount							3,940.75
100101	CANVAS CRAFT	BLUE VINYL BAGS FD	PV	59219	001	09101	8/8/2011	19132	525.00	
	CANVAS CRAFT 7815 RIVERDALE DRIVE NW RAMSEY MN 55303								525.00	
			Summary Total							525.00
			PV	59220	001	09101	8/17/2011	19155	40.00	
			Summary Total							40.00
			Payment Amount							565.00
112663	CAPSTONE HOMES INC	RE: 16111 URANIMITE ST NW	PV	59223	001	09804	8/25/2011	082511	1,500.00	
	CAPSTONE HOMES INC 14015 SUNFISH LAKE BLVD SUITE 400 RAMSEY MN 55303								1,500.00	
			Summary Total							1,500.00

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee Number Name / Mailing Address	Stub Message	Document Ty Number ltm Co	Due Date	Invoice Number	Payment Amount
	MISC PARTS	PV 59083 001 09101	8/22/2011	6019400.00	32.55
		Summary Total			32.55
	MISC PARTS	PV 59305 001 09101	8/29/2011	6019582	469.58
		Summary Total			469.58
	MISC PARTS	PV 59306 001 09101	8/29/2011	6019566	221.96
		Summary Total			221.96
		Payment Amount			1,725.52
106670 CENTRAL POWER DISTRIBUTORS INC	MISC PARTS	PV 59224 001 09101	8/9/2011	778331	634.84
		Summary Total			634.84
CENTRAL POWER DISTRIBUTORS INC 3801 THURSTON AVENUE ANOKA MN 55303	PLUGS	PV 59307 001 09101	8/17/2011	785108	3.95
		Summary Total			3.95
	MISC PARTS	PV 59308 001 09605	8/17/2011	785035	78.25
		Summary Total			78.25
	GAS CAPS	PV 59309 001 09101	8/23/2011	789753	7.58
		Summary Total			7.58
	BLADES	PV 59310 001 09101	8/23/2011	789752	101.42
		Summary Total			101.42
	BLADES	PV 59311 001 09101	8/23/2011	789794	57.30
		Summary Total			57.30
		Payment Amount			883.34
100111 COMMERCIAL ASPHALT COMPANY	ASPHALT	PV 59225 001 09101	8/15/2011	081511	882.84
		Summary Total			882.84
COMMERCIAL ASPHALT COMPANY P O BOX 1480 MAPLE GROVE MN 55311-6480					Payment Amount 882.84
100112 COMMISSIONER OF TRANSPORTATION	BITUMINOUS PLANT INSPECTION	PV 59085 001 09490	8/16/2011	PA00020550I	86.33
		Summary Total			86.33
COMMISSIONER OF TRANSPORTATION					Payment Amount 86.33

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100197	DEEP ROCK WATER COMPANY P O BOX 2146 DENVER CO 80271-2146	WATER-15153 NOWTHEN BLVD	PV	59228	001	09101	8/19/2011	621332AUG11	9.54
								Summary Total	9.54
								Payment Amount	9.54
100144	DEHN OIL COMPANY 6735 141ST AVENUE NW RAMSEY MN 55303	DIESEL FUEL	PV	59312	001	09101	8/18/2011	11020	1,620.43
								Summary Total	1,620.43
								Summary Total	997.86
								Payment Amount	2,618.29
104026	DIVERSIFIED PAVING INC 8019 146TH AVENUE NW RAMSEY MN 55303	PARK PROJECT	PV	59314	001	09804	8/23/2011	5408	5,463.63
								Summary Total	5,463.63
								Payment Amount	5,463.63
101185	DO ALL PRINTING COM INC 2526 N FERRY ST ANOKA MN 55303	PLEDGE CARDS PD	PV	59089	001	09101	8/15/2011	14778	7.18
								Summary Total	7.18
								Summary Total	59.85
								Payment Amount	67.03
100158	ECM PUBLISHERS INC 4095 COON RAPIDS BLVD	ST CHANGE-CIVIC DR TO VETERANS	PV	59230	001	09101	8/26/2011	01788710	41.00
								Summary Total	41.00
								Summary Total	61.50

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CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
COON RAPIDS MN 55433									61.50
	RE: LEROY SIGNS	PV	59232	001	09101		8/19/2011	01788557	56.38
Summary Total									61.50
	PUBLISH ORD. 117-53 VARIANCE	PV	59344	001	09101		8/26/2011	01788709	61.50
Summary Total									56.38
Payment Amount									220.38
107236 ED' S TROPHIES INC.									80.16
	RE: S JOHNSON'S RETIREMENT	PV	59342	001	09101		8/18/2011	84618	80.16
Summary Total									80.16
Payment Amount									80.16
100160 EH RENNER AND SONS INC									800.00
	PUMP INSPECTIONS	PV	59090	001	09601		8/17/2011	000118970000	800.00
Summary Total									800.00
Payment Amount									800.00
100164 ELECTRIC SYSTEM OF ANOKA INC									2,588.25
	REPAIR CENTRAL PARK LIGHTING	PV	59345	001	09101		8/23/2011	4757	2,588.25
ELECTRIC SYSTEM OF ANOKA INC									5,029.80
	REPAIR CENTRAL PARK LIGHTING	PV	59345	002	09101		8/23/2011	4757	5,029.80
Summary Total									7,618.05
Payment Amount									7,618.05
100167 ELK RIVER FORD INC									46.00
	REPAIR ON 318	PV	59091	001	09101		8/22/2011	291719	46.00
Summary Total									46.00
	REPAIR ON 317	PV	59233	001	09101		8/23/2011	291827	54.00
Summary Total									54.00
Payment Amount									54.00

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CITY OF RAMSEY
Create Payment Control Groups

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Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
ELK RIVER MN 55330									100.00
Payment Amount									100.00
112157	FANFARE PROMOTIONS INC FANFARE PROMOTIONS INC 11311 DAYTON RIVER ROAD DAYTON MN 55327-7500	SHIRTS	PV	59234	001	09230	8/15/2011	27926	132.00
Summary Total									132.00
Payment Amount									132.00
107099	FASTENAL FASTENAL COMPANY P O BOX 978 WINONA MN 55987	MISC PARTS	PV	59092	001	09602	8/16/2011	MNTC878016	597.26
Summary Total									597.26
		MISC PARTS	PV	59235	001	09101	8/12/2011	MNTC877820	3.54
Summary Total									3.54
		MISC PARTS	PV	59236	001	09602	8/16/2011	MNTC878017	597.26
Summary Total									597.26
		MISC ITEMS- BUS APP EVENT	PV	59237	001	09230	8/12/2011	MNTC877842	10.95
Summary Total									10.95
		MISC PARTS	PV	59315	001	09101	8/26/2011	MNTC878364	.82
Summary Total									.82
Payment Amount									1,209.83
100143	FERGUSON WATERWORKS FERGUSON WATERWORKS PO BOX 1070 FARGO ND 58102	PARTS- CENTRAL PARK	PV	59238	001	09101	8/17/2011	S01322803.001	14.66
Summary Total									14.66
		MISC PARTS	PV	59239	001	09101	8/11/2011	S01321704.001	711.71
Summary Total									711.71
Payment Amount									726.37
110388	FRATTALLONE'S ACE HARDWARE STORES FRATTALLONE'S ACE HARDWARE STORES 3527 LEXINGTON AVENUE N ARDEN HILLS MN 55126	MISC PAINT SUPPLIES	PV	59316	001	09101	8/30/2011	015412/J	84.46
Summary Total									84.46
Payment Amount									84.46

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CITY OF RAMSEY
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Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
112816	FREEDOM FENCE	REPAIR AT 14880 ARGON ST	PV	59128	001	09101	8/12/2011	04	100.00
	FREEDOM FENCE 4141 160TH LANE NW ANDOVER MN 55304			Summary Total					100.00
				Payment Amount					100.00
100189	G AND K SERVICES INC	MAT FD	PV	59240	001	09101	8/17/2011	1006311622	83.65
	G AND K SERVICES INC PO BOX 1450-NW 7536 MINNEAPOLIS MN 55485-7536			Summary Total					83.65
		MATS	PV	59241	001	09101	8/10/2011	1006300668	102.14
				Summary Total					102.14
		UNIFORMS	PV	59242	001	09101	8/10/2011	1006300670	64.00
		UNIFORMS	PV	59242	002	09101	8/10/2011	1006300670	10.00
		UNIFORMS	PV	59242	003	09101	8/10/2011	1006300670	109.21
		UNIFORMS	PV	59242	004	09101	8/10/2011	1006300670	109.22
				Summary Total					292.43
		UNIFORMS	PV	59243	001	09101	8/17/2011	1006311619	64.00
		UNIFORMS	PV	59243	002	09101	8/17/2011	1006311619	10.00
		UNIFORMS	PV	59243	003	09101	8/17/2011	1006311619	60.43
		UNIFORMS	PV	59243	004	09101	8/17/2011	1006311619	60.43
				Summary Total					194.86
		UNIFORMS	PV	59317	001	09101	8/24/2011	1006322535	64.00
		UNIFORMS	PV	59317	002	09101	8/24/2011	1006322535	10.00
		UNIFORMS	PV	59317	003	09101	8/24/2011	1006322535	121.40
		UNIFORMS	PV	59317	004	09101	8/24/2011	1006322535	121.41
				Summary Total					316.81
		UNIFORMS	PV	59348	001	09101	8/31/2011	1006333402	64.00
		UNIFORMS	PV	59348	002	09101	8/31/2011	1006333402	10.00
		UNIFORMS	PV	59348	003	09101	8/31/2011	1006333402	60.43
		UNIFORMS	PV	59348	004	09101	8/31/2011	1006333402	60.43
				Summary Total					194.86
				Payment Amount					1,184.75
112823	GIBSON,CRYSTA L	MAILBOX DAMAGE	PV	59318	001	09101	8/31/2011	083111	75.00
	CRYSTAL GIBSON 15520 ANDRIE STREET RAMSEY MN 55303			Summary Total					75.00

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CITY OF RAMSEY
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Pay Through Date 12/31/2011

Payee	Stub	Document	Due	Invoice	Payment					
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount	
Payment Amount									75.00	
100198	GOPHER ELECTRIC CONTRACTORS INC	REPAIR LIGHT	PV	59244	001	09101	8/16/2011	1450	197.00	
GOPHER ELECTRIC CONTRACTORS INC									Summary Total	197.00
9346 FOLEY BLVD									Payment Amount	197.00
COON RAPIDS MN 55433										
100200	GOPHER STATE ONE CALL INC	227 TICKETS	PV	59346	001	09601	9/1/2011	18521	110.75	
	GOPHER STATE ONE CALL	227 TICKETS	PV	59346	002	09601	9/1/2011	18521	110.75	
	18946 LAKE DRIVE EAST	227 TICKETS	PV	59346	003	09601	9/1/2011	18521	110.75	
CHANHASSEN MN 55317									Summary Total	332.25
									Payment Amount	332.25
100650	GRAINGER GRAINGER INC	EAR PLUGS	PV	59245	001	09101	8/11/2011	9607985950	50.10	
		EAR PLUGS	PV	59245	002	09101	8/11/2011	9607985950	25.05	
DEPT. 806511127									Summary Total	75.15
PALATINE IL 60038-0001									Payment Amount	75.15
109910	GREAT NORTHERN LANDSCAPE INC	TREES- SUNWOOD	PV	59093	001	09101	8/13/2011	8259	2,880.00	
GREAT NORTHERN LANDSCAPE INC									Summary Total	2,880.00
19720 IGUANA STREET NW									Payment Amount	2,880.00
ELK RIVER MN 55330										
109262	GREENBERG IMPLEMENT INC	MISC PARTS	PV	59094	001	09101	8/15/2011	PS70838	700.54	
GREENBERG IMPLEMENT INC									Summary Total	700.54
	19745 NOWTHEN BLVD NW	CHAIN SAWS	PV	59095	001	09101	8/16/2011	ES08672	187.60	
	RAMSEY MN 55303	CHAIN SAWS	PV	59095	002	09101	8/16/2011	ES08672	100.00	

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Payee Number	Name / Mailing Address	Stub Message	Document Ty Number	Item Itm Co	Due Date	Invoice Number	Payment Amount
			Summary Total				287.60
		SPRING/YOKE/L INK	PV	59319 001 09101	8/23/2011	PS71109	23.17
			Summary Total				23.17
		MISC PARTS	PV	59347 001 09101	8/29/2011	PS71441	7.52
			Summary Total				7.52
			Payment Amount				1,018.83
100211	HAWKINS INC HAWKINS INC P O BOX 9171 MINNEAPOLIS MN 55480-9171	CHEMICALS	PV	59096 001 09601	8/15/2011	3254387	4,034.47
			Summary Total				4,034.47
			Payment Amount				4,034.47
112564	HEALTH PARTNERS GROUP HEALTH-WORKSI TE HEALTH PARTNERS GROUP HEALTH-WORKSITE MAIL STOP # 21109A P O BOX 64059 ST PAUL MN 55164-0059	EAP AUGUST 2011	PV	59246 001 09101	8/16/2011	W88124	104.16
			Summary Total				104.16
			Payment Amount				104.16
110605	HIGHWAY TECHNOLOGIES HIGHWAY TECHNOLOGIES 4700 LYNDAL AVENUE NORTH MINNEAPOLIS MN 55430	TRAFFIC CONES	PV	59320 001 09101	8/25/2011	65087259-001	2,696.46
			Summary Total				2,696.46
			Payment Amount				2,696.46
112154	HOPE HAVEN INC HOPE HAVEN INC P O BOX 70 ROCK VALLEY IA 51247	STAKES	PV	59247 001 09101	8/18/2011	011257	448.43
		STAKES	PV	59247 002 09101	8/18/2011	011257	448.43
		STAKES	PV	59247 003 09101	8/18/2011	011257	448.44
			Summary Total				1,345.30
			Payment Amount				1,345.30

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
112586	INDUSTRIAL CHEM. LABS AND SERVICES INC	DEGREASER	PV	59248	001	09602	8/2/2011	92455	561.46
	INDUSTRIAL CHEM. LABS AND SERVICES INC 55- G BROOK AVENUE DEER PARK NY 11729-7200								Summary Total 561.46
									Payment Amount 561.46
111083	ISS	BAL DUE- SALES TAX	PV	59097	001	09101	7/27/2011	10042A SALES TAX	17.65
	ISS 18125 TULANE STREET NE FOREST LAKE MN 55025								Summary Total 17.65
									Payment Amount 17.65
112821	JACKMAN. GLORIA	REFUND FOR NO ELECTRIC HD	PV	59249	001	09297	8/23/2011	082311	5.00
	GLORIA JACKMAN 11565 YUKON STREET NW COON RAPIDS MN 55433								Summary Total 5.00
									Payment Amount 5.00
109808	KEEPIN' IT CLEAN LAWN AND SNOW LLC	RE: SEPT 11 6710 HWY 10	PV	59349	001	09410	9/1/2011	2011-184	400.78
	KEEPIN' IT CLEAN LAWN AND SNOW LLC P O BOX 731 ANOKA MN 55303-0731								Summary Total 400.78
									Payment Amount 400.78
100256	LANO EQUIPMENT INC	REPAIR ON WIRE FOR TREE SPADE	PV	59321	001	09101	8/8/2011	200529	308.32
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303								Summary Total 308.32
									Summary Total 790.43
									Summary Total 110.92
									Summary Total 901.35
									Summary Total 33.44

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
									40.00
106741	LSA DESIGN INC LSA DESIGN INC 219 N 2ND STREET SUITE 302 MINNEAPOLIS MN 55401-1454	RE: RAMSEY DECKING 10-12	PV	59368	001	09468	8/31/2011	11108	9,377.00
								Summary Total	9,377.00
								Payment Amount	9,377.00
100270	MACQUEEN EQUIPMENT INC MACQUEEN EQUIPMENT INC 595 ALDINE STREET ST PAUL MN 55104	DIRT SHOE RUNNERS	PV	59324	001	09605	8/22/2011	2115026	268.77
								Summary Total	268.77
								Payment Amount	268.77
100271	MAIN MOTORS MAIN MOTORS 435 WEST MAIN STREET ANOKA MN 55303	REPAIR ON 375 REPAIR ON 375	PV	59103	001	09101	8/15/2011	351627	88.63
			PV	59103	002	09101	8/15/2011	351627	139.15
								Summary Total	227.78
								Payment Amount	227.78
106616	MARTIN MCALLISTER, INC MARTIN MCALLISTER, INC 3900 IDS CENTER MINNEAPOLIS MN 55402	RE: S. SCHILLING	PV	59252	001	09101	7/29/2011	7501	400.00
								Summary Total	400.00
								Payment Amount	400.00
111125	MCALPINE DENELLE DENELLE MCALPINE 7002 139TH AVENUE NW RAMSEY MN 55303	REIMBURSE- MILEAGE MNGFOA	PV	59104	001	09101	8/23/2011	082311	27.86
								Summary Total	27.86
								Payment Amount	27.86
100283	MENARDS COON RAPIDS	MISC SUPPLIES	PV	59253	001	09101	8/16/2011	16938	30.04

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Number	Name / Mailing Address	Ty	Number	Item	Co	Date	Number	Amount
Summary Total								30.04
MENARDS COON RAPIDS 3045 MAIN STREET COON RAPIDS MN 55433								30.04
Payment Amount								30.04
100291	MET COUNCIL SAC	OCTOBER 11 WASTEWATER	PV	59354	001 09602	9/2/2011	0000969582	47,098.78
Summary Total								47,098.78
METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES 390 ROBERT STREET N SAINT PAUL MN 55101-1805								47,098.78
Payment Amount								47,098.78
100293	MIDC ENTERPRISES	CREDIT-RETURN FRONT PANEL	PD	59254	001 09101	7/6/2011	IR001050	119.93-
Summary Total								119.93-
MIDC ENTERPRISES 1450 WEST COUNTY ROAD C ROSEVILLE MN 55113								132.26
Summary Total								132.26
FRONT PANEL								120.87
Summary Total								120.87
Payment Amount								133.20
MISC PARTS								120.87
Summary Total								120.87
Payment Amount								133.20
106555	MINNEAPOLIS, CITY OF	APS TRANSACTION FEE	PV	59084	001 09101	8/5/2011	400413002164	53.40
Summary Total								53.40
MINNEAPOLIS FINANCE DEPT TREASURY DIVISION 350 SOUTH 5TH ST STE 316 MINNEAPOLIS MN 55415-1379								53.40
Payment Amount								53.40
100328	MN DEPT OF HEALTH WATER	RE 7/1/11-9/30/1 1 BILLING	PV	59353	001 09601	8/4/2011	1020035 JULY-SEPT	6,055.00
Summary Total								6,055.00
MN DEPT OF HEALTH DRINKING WATER PROTECTION SECTION P O BOX 64494 ST PAUL MN 55164-0494								6,055.00
Payment Amount								6,055.00

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Payee		Stub	Document			Due	Invoice	Payment	
Number	Name / Mailing Address	Message	Ty	Number	Itm	Co	Date	Number	Amount
100330	MN FIRE SRV CERTIFICATION BRD	OFF II CERT EXAM C. SCHIFERLI	PV	59256	001	09101	8/18/2011	1010	85.00
	MN FIRE SRV CERTIFICATION BRD			Summary Total					85.00
	2650 FOX RIDGE NE BLAINE MN 55449			Payment Amount					85.00
100309	MN MAYORS ASSN	MEMBERSHIP-R. RAMSEY 11-12	PV	59352	001	09101	9/1/2011	090111	20.00
	MINNESOTA MAYORS ASSN			Summary Total					20.00
	C/O LEAGUE OF MN CITIES 145 UNIVERSITY AVENUE WEST ST PAUL MN 55103-2044			Payment Amount					20.00
100345	NAPA AUTO PARTS ELK RIVER	OIL AND FUEL FILTERS	PV	59355	001	09101	8/31/2011	581143	93.13
	NAPA AUTO PARTS ELK RIVER			Summary Total					93.13
	17137 YALE STREET NW	AIR FILTER	PV	59356	001	09605	8/31/2011	581183	51.47
	P O BOX 1041 ELK RIVER MN 55330			Summary Total					51.47
				Payment Amount					144.60
103144	NELSON, HEIDI	EMP MISC REIMB.	PV	59257	001	09101	8/29/2011	082911	34.98
	HEIDI NELSON	EMP MISC REIMB.	PV	59257	002	09101	8/29/2011	082911	37.74
	203 CHERRYWOOD AVE NW	EMP MISC REIMB.	PV	59257	003	09101	8/29/2011	082911	19.97
	ST. MICHAEL MN 55376			Summary Total					92.69
				Payment Amount					92.69
100354	NEWMAN TRAFFIC SIGNS	BLANK-DIAMOND (2)	PV	59258	001	09101	8/11/2011	0237867	170.48
	NEWMAN TRAFFIC SIGNS			Summary Total					170.48
	PO BOX 1728								

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Payee	Stub	Document	Due	Invoice	Payment
Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount
JAMESTOWN ND 58402-1728					170.48
Payment Amount					170.48
112811 NORTH	WORK AT 6701	PV 59105 001 09410	8/10/2011	3942	725.00
SUBURBAN	HIWAY 10				
HEATING AND					
AIR CONDITION					
Summary Total					725.00
NORTH SUBURBAN HEATING AND AIR CONDITION	WORK AT PARK	PV 59106 001 09240	8/10/2011	3943	795.00
19066 JASPAR	RAMP				
STREET NW					
Summary Total					795.00
Payment Amount					1,520.00
100363 NORTHERN	MISC SUPPLIES	PV 59107 001 09101	8/15/2011	150080	351.49
SANITARY					
SUPPLY CO					
Summary Total					351.49
NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV 59357 001 09101	8/25/2011	150235	190.37
341 COON					
RAPIDS BLVD					
Summary Total					190.37
Payment Amount					541.86
103461 NORTHERN	ARMSTRONG/BUN	PV 59108 001 09494	8/9/2011	5948	950.00
TECHNOLOGIES	KER LAKE				
INC					
Summary Total					950.00
NORTHERN TECHNOLOGIES INC	RAMSEY CMT	PV 59109 001 09805	8/8/2011	5936	411.00
6588 141ST	GENERAL				
AVENUE N.W.	MATERIALS				
Summary Total					411.00
RAMSEY MN 55303	ALPINE/ROANOK	PV 59110 001 09493	8/9/2011	5919	1,605.50
	E IMPROVE				
Summary Total					1,605.50
	ARMSTRONG/BUN	PV 59111 001 09494	8/8/2011	5918	930.50
	KER				
Summary Total					930.50
Payment Amount					3,897.00
110547 NORTHWEST	MISC BULBS	PV 59358 001 09101	8/23/2011	62814	140.90
LIGHTING					

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	SYSTEMS CO.								
	NORTHWEST LIGHTING SYSTEMS CO. 9405 HOLLY STREET NW COON RAPIDS MN 55433							Summary Total	140.90
								Payment Amount	140.90
100368	OFFICE DEPOT	OFFICE SUPPLIES	PV	59259	001	09230	7/26/2011	572610535001	17.27
	OFFICE DEPOT	OFFICE SUPPLIES	PV	59259	002	09230	7/26/2011	572610535001	185.04
	P O BOX 70049 LOS ANGELES CA 90074-0049							Summary Total	202.31
								Payment Amount	202.31
110480	OPUS 21 MANAGEMENT SOLUTIONS	JULY 2011 BILLING	PV	59112	001	09601	8/15/2011	110725	2,532.44
	OPUS 21 MANAGEMENT SOLUTIONS	JULY 2011 BILLING	PV	59112	002	09601	8/15/2011	110725	2,532.44
	680 COMMERCE DRIVE SUITE 160 WOODBURY MN 55125	JULY 2011 BILLING	PV	59112	003	09601	8/15/2011	110725	2,532.44
		JULY 2011 BILLING	PV	59112	004	09601	8/15/2011	110725	2,532.44
		JULY 2011 BILLING	PV	59112	005	09601	8/15/2011	110725	2,532.45
								Summary Total	12,662.21
								Payment Amount	12,662.21
112824	PARKPLACE STUDIO	GOLF EVENT-PHOTOS	PV	59326	001	09230	8/30/2011	81611	769.50
	PARKPLACE STUDIO 6093 146TH LANE NW RAMSEY MN 55303							Summary Total	769.50
								Payment Amount	769.50
100829	PCS SAFETY SYSTEMS INC	REPAIR ARMREST PAD 391	PV	59113	001	09101	8/3/2011	8291	30.00
	PCS SAFETY SYSTEMS INC P O BOX 405	BUILD 317	PV	59114	001	09101	7/29/2011	8292	2,523.68
								Summary Total	30.00
								Payment Amount	2,523.68

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Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount
Summary Total									2,523.68
Payment Amount									2,553.68
107299	PERFECTION AUTO GLASS PERFECTION AUTO GLASS 26005 2ND STREET SUITE 101 P O BOX 163 ZIMMERMAN MN 55398	WINDSHIELD 676	PV	59327	001	09101	8/26/2011	10302	203.06
Summary Total									203.06
Payment Amount									203.06
100409	RAMSEY BICYCLE RAMSEY BICYCLE 6825 HIGHWAY 10 NW RAMSEY MN 55303	PD BIKES	PV	59115	001	09290	8/18/2011	72011105926	5,343.87
Summary Total									5,343.87
Payment Amount									5,343.87
111366	RAMSEY, ROBERT ROBERT RAMSEY 7700 181ST AVENUE NW RAMSEY MN 55303	REIMBURSE FOR DATA PLAN	PV	59359	001	09101	9/1/2011	090711	25.00
Summary Total									25.00
Payment Amount									25.00
100421	REGAL AWARDS AND TROPHIES REGAL AWARDS AND TROPHIES 530 WEST MAIN STREET ANOKA MN 55303	NAME PLATE AND LETTERS	PV	59361	001	09101	8/23/2011	11295	16.03
Summary Total									16.03
Payment Amount									16.03
112810	RETROTEC INC RETROTEC INC 244 COUNTY ROAD 42	BATTERY CHARGERS/BATTERIES	PV	59117	001	09101	8/3/2011	891	275.32
Summary Total									275.32
Payment Amount									275.32
Summary Total									275.31
Payment Amount									275.31

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Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
APPLE VALLEY MN 55124									825.95
Summary Total									825.95
Payment Amount									825.95
106986	RHOMAR INDUSTRIES INC	TAGSTER/TAGGI NG EMULSIFIER	PV	59328	001	09101	8/25/2011	70981	399.80
RHOMAR INDUSTRIES INC 2107 E ROCKHURST SPRINGFIELD MO 65802									399.80
Summary Total									399.80
Payment Amount									399.80
107880	RICK JOHNSON DEER AND BEAVER INC	AUG 2011 BILLING	PV	59360	001	09101	9/1/2011	090111	90.00
RICK JOHNSON DEER AND BEAVER INC 18595 XENOLITH STREET NW BURNS TOWNSHIP MN 55303									90.00
Summary Total									90.00
Payment Amount									90.00
106617	ROTARY CLUB OF RAMSEY	ULRICH 2ND QTR DUES	PV	59116	001	09101	5/4/2011	1 ULRICH 2ND QTR	150.00
ROTARY CLUB OF RAMSEY ATTEN: MICHELLE THATCHER THE BANK OF ELK RIVER 630 MAIN STREET ELK RIVER MN 55330									150.00
Summary Total									150.00
Payment Amount									150.00
103462	RUFFRIDGE JOHNSON	MISC PARTS	PV	59329	001	09234	8/17/2011	7820	3,887.81
RUFFRIDGE JOHNSON 3024 FOURTH STREET SE MPLS MN 55414									3,887.81
Summary Total									3,887.81
Payment Amount									3,887.81
100920	SHERWIN WILLIAMS	SHERSTRIPE ATH/ WHITE	PV	59118	001	09101	8/11/2011	0912-6	94.65
SHERWIN WILLIAMS 3564 MAIN STREET NW MINNEAPOLIS MN 55448-1002									94.65
Summary Total									94.65

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Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
									94.65
									Payment Amount
108703	STERLING TROPHY	RE: BUS. APP EVENT	PV	59260	001	09230	8/22/2011	7533	111.42
	STERLING TROPHY								Summary Total
	3824 7TH AVENUE								111.42
	ANOKA MN 55303								Payment Amount
									111.42
112324	STRANDQUEST, JONI	FINAL- SHIP PROJECT	PV	59330	001	09101	9/1/2011	0627-01	57.50
	JONI STRANDQUEST								Summary Total
	2940 199TH AVENUE NW								57.50
	CEDAR MN 55011								Payment Amount
									57.50
100469	STREICHER'S POLICE EQUIPMENT	FLASHLIGHT	PV	59119	001	09101	8/5/2011	1855785	112.21
	STREICHER'S POLICE EQUIPMENT								Summary Total
	LB# 7873	AMMO	PV	59362	001	09101	8/30/2011	1863042	852.86
	P O BOX 9438								Summary Total
	MINNEAPOLIS	AMMO	PV	59363	001	09101	8/25/2011	1861965	484.45
	MN 55440-9438								Summary Total
									484.45
									Payment Amount
									1,449.52
100485	TIMESAVER OFF SITE SECRETARIAL INC	JULY 2011 MEETINGS	PV	59120	001	09101	8/12/2011	M18571	572.35
	TIMESAVER OFF SITE SECRETARIAL INC								Summary Total
	28601 HUB DRIVE								572.35
	MADISON LAKE MN 56063-4179								Payment Amount
									572.35
105706	TINKLENBERG GROUP INC	JULY/AUG 2011 BILLING	PV	59364	001	09410	9/1/2011	1857	1,308.80
	THE TINKLENBERG	JULY/AUG 2011 BILLING	PV	59364	002	09410	9/1/2011	1857	1,458.96

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Number	Name / Mailing Address	Ty Number Itm Co	Date	Number	Amount
GROUP INC					
	4570 CHURCHILL STREET SUITE 220 SHOREVIEW MN 55126				Summary Total 2,767.76
					Payment Amount 2,767.76
112688	TITAN	REPAIR ON 634	PV 59365 001 09605	8/25/2011 VR00093	550.76
	MACHINERY				
	TITAN	REPAIR ON 634	PV 59365 002 09605	8/25/2011 VR00093	333.23
	MACHINERY				
	6340 COUNTY ROAD 101 EAST SHAKOPEE MN 55379				Summary Total 883.99
					Payment Amount 883.99
112079	TOKLE	JULY 2011	PV 59121 001 09101	8/15/2011 081511	5,749.20
	INSPECTIONS	ELECTRICAL			
	INC	INSPECT.			
	TOKLE INSPECTIONS INC 1748 123RD AVENUE NW COON RAPIDS MN 55448				Summary Total 5,749.20
					Payment Amount 5,749.20
108522	TOTAL CONTROL	ANTENNA	PV 59331 001 09601	8/23/2011 5702	543.46
	SYSTEMS, INC	REPAIR			
	TOTAL CONTROL SYSTEMS, INC P O BOX 40 STANCHFIELD MN 55080				Summary Total 543.46
					Payment Amount 543.46
100494	TRUGREEN	RE: ELMCREST	PV 59261 001 09804	8/18/2011 6613081811	320.64
	CHEMLAWN INC	PARK			
	TRUGREEN CHEMLAWN INC P O BOX 170 OSSEO MN 55369				Summary Total 320.64
					Payment Amount 320.64
111742	TWIN CITY	10 WATER	PV 59262 001 09601	8/1/2011 1440	150.00
	WATER CLINIC	TESTS			
	INC				
	TWIN CITY WATER CLINIC INC 617 13TH AVENUE SOUTH				Summary Total 150.00

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Payee	Stub	Document	Due	Invoice	Payment				
Number	Name / Mailing Address	Message	Ty	Number	Item	Co	Date	Number	Amount
HOPKINS MN 55343									150.00
Payment Amount									150.00
112817	UNDERGROUND TECHNOLOGIES OF MINNESOTA	TELEWISE STORM SEWER-RUM RIVER	PV	59264	001	09605	7/28/2011	0388	400.00
UNDERGROUND TECHNOLOGIES OF MINNESOTA 712 3RD STREET NW WASECA MN 56093									400.00
Summary Total									400.00
Payment Amount									400.00
100497	UNIFORMS UNLIMITED	MISC SUPPLIES	PV	59122	001	09101	8/4/2011	86106	157.80
UNIFORMS UNLIMITED 935 NORTH DALE STREET ST. PAUL MN 55103									157.80
Summary Total									157.80
Payment Amount									157.80
106990	USA BLUE BOOK	GASKETS	PV	59263	001	09601	8/5/2011	460208	20.77
USA BLUE BOOK PO BOX 9004 GURNEE IL 60031-9004									20.77
Summary Total									20.77
Payment Amount									20.77
106351	WATER LABORATORIES, INC	COLIFORM TEST	PV	59332	001	09601	8/30/2011	11H-612	15.00
WATER LABORATORIES, INC 333 EAST MAIN STREET PO BOX 388 ELK RIVER MN 55330									15.00
Summary Total									15.00
Payment Amount									15.00
111137	WRIGHT HENNEPIN COOPERATIVE ELECTRIC	7550 SUNWOOD DR NW CH	PV	59366	001	09101	8/29/2011	150-1681-6340 AUG 11	26.67
WRIGHT HENNEPIN COOPERATIVE ELECTRIC P O BOX 77027									26.67
Summary Total									26.67
Payment Amount									26.67
		7550 SUNWOOD DR- POLICE	PV	59367	001	09101	8/29/2011	150-1682-6501 AUG11	29.87
Summary Total									29.87
Payment Amount									29.87

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account 00002224 CASH IN BANK
Version LOGIS003V
Originator JLIPSKI
Payment Instrument Check Payment
Pay Through Date 12/31/2011

Payee Number Name / Mailing Address	Stub Message	Document Ty Number Itm Co	Due Date	Invoice Number	Payment Amount
MINNEAPOLIS MN 55480-7727				Summary Total	29.87
				Payment Amount	56.54
100539 WRIGHT TIRE SERVICE INC	1 TIRE	PV 59123 001 09101	8/11/2011	066328	61.98
WRIGHT TIRE SERVICE INC 710 WEST MAIN STREET	4 TIRES FOR 403	PV 59124 001 09101	8/11/2011	066346	332.77
ANOKA MN 55303				Summary Total	332.77
	4 TIRES	PV 59125 001 09101	8/15/2011	066522	265.91
				Summary Total	265.91
	PATCHING TRAILER TIRES	PV 59333 001 09101	8/10/2011	066260	193.01
				Summary Total	193.01
	TIRE FOR 627	PV 59334 001 09101	8/19/2011	066755	96.00
				Summary Total	96.00
	TIRES FOR 386	PV 59335 001 09101	8/17/2011	066619	585.68
				Summary Total	585.68
				Payment Amount	1,535.35
112515 WSB AND ASSOCIATES INC	ARMSTRONG/BUN KER	PV 59126 001 09494	8/3/2011	6	78,131.00
WSB AND ASSOCIATES INC 701 XENIA AVENUE SOUTH SUITE 300	ARMSTRONG/BUN KER	PV 59369 001 09494	8/19/2011	7	29,110.50
MINNEAPOLIS MN 55416				Summary Total	29,110.50
				Payment Amount	107,241.50
100541 ZARNOTH BRUSH WORKS INC	BROOM REFILL	PV 59265 001 09101	8/9/2011	0135081	459.62
ZARNOTH BRUSH WORKS INC PO BOX 141 CHILTON WI 53014-0141				Summary Total	459.62
				Payment Amount	459.62
				Total Amount to be Processed	329,938.77
				Total Number of Payments to be Processed	114

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

RESOLUTION #11-09-XXX

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF AUGUST 18, 2011 THROUGH SEPTEMBER 1, 2011.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of August 18, 2011, through September 1, 2011, in the amount of \$908,161.28; and

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

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

- 1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period August 18, 2011, through September 1, 2011, in the amount of \$908,161.28.

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 13th day of September 2011.

Mayor

ATTEST:

City Clerk

CC Regular Session

5. 12.

Meeting Date: 09/13/2011

By: Diana Lund, Finance

Title:

Resolution Declaring Cost to be Assessed and Calling for a Public Hearing on Proposed Assessment for Past-Due Charges on Municipal Utility Bills (which may include water, sewer, street lighting, recycling, storm water charges and penalties incurred) and Current Services Rendered

Background:

Annually the city certifies to the following years property tax any accounts receivable (either utility or invoiced) that are more than sixty days delinquent as of September 1 and not paid by November of that same year.

Notification:

A letter was sent to all delinquent accounts outlining process to cure delinquency to avoid certification to property tax.

Council Action:

Adopt Resolution #11-09-XXX Declaring Cost to be Assessed and Calling for a Public Hearing on Proposed Assessment for Past-Due Charges on Municipal Utility Bills (which may include water, sewer, street lighting, recycling, storm water charges and penalties incurred) and Current Services Rendered.

Attachments

Resolution Declaring Cost to be Assessed and Calling for a Public Hearing

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	09/08/2011 12:40 PM
Form Started By: Diana Lund		Started On: 08/31/2011 11:13 AM
	Final Approval Date: 09/08/2011	

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #11-09-XXX

RESOLUTION DECLARING COST TO BE ASSESSED AND CALLING FOR A PUBLIC HEARING ON PROPOSED ASSESSMENT FOR PAST-DUE CHARGES ON MUNICIPAL UTILITY BILLS (WHICH MAY INCLUDE WATER, SEWER, STREET LIGHTING, RECYCLING, STORM WATER CHARGES AND PENALTIES INCURRED) AND CURRENT SERVICES RENDERED

WHEREAS, the City of Ramsey provides varying services that are billed directly to residents through the municipal utility bill and through invoices; and

WHEREAS, the City Administrator has calculated the proper amount to be specially assessed against every assessable lot, without regard to cash valuation, as provided by law, and has on file in the city offices a copy of such proposed assessment for public inspection.

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

- 1) That the amount to be assessed against property owners is declared to be \$379,191.57.
- 2) That the principal of the assessments shall be for one (1) year, payable with property taxes payable in 2011 and shall bear an administrative charge of \$75.00 for each delinquent bill and shall bear interest at the rate of 4.28 percent per annum from the date of the adoption of the assessment resolution.
- 3) That a public hearing shall be held on Tuesday, September 27, 2011 at 7:00 p.m. at Ramsey Municipal Center, to pass upon such proposed assessment and at such time and place all persons owing delinquent payments will be given an opportunity to be heard with reference to such assessments.
- 4) That the City Administrator is hereby directed to cause notice of the public hearing on the proposed assessment to be published in the official newspaper at least two weeks prior to the hearing. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearings.
- 5) That the owner of any property so assessed may, within 30 days from the adoption of the assessment, pay the whole assessment without interest charges accrued. Payments received after the 30 days will be refused and the assessment will be certified to the County Auditor for the specified period of one year.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember 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 13th day of September, 2011.

Mayor

ATTEST:

City Clerk

Meeting Date: 09/13/2011

By: Jo Thieling, Administrative Services

Title:

Adopt Resolution #11-09-XXX Proclaiming October 2011 Domestic Violence Awareness Month

Background:

A request was received from Connie Moore, Executive Director of Alexandra House to formally recognize October as Domestic Violence Awareness Month. Each year, throughout the country, October is officially recognized as Domestic violence Awareness Month. Counties and cities all over the United States take this opportunity to honor this month through an official proclamation. In choosing to locally proclaim October as Domestic Violence Awareness Month, the City of Ramsey shows its recognition of both the gravity of the problem and the importance of the ongoing work to create a violence-free community in Anoka County. Council has adopted such resolution in the past, and staff is requesting Council do so for 2011.

A copy of Ramsey's proclamation will be forwarded to Ms. Moore and will be displayed at the annual *Walk for Hope; Steps to End Domestic and Sexual Violence*, which will be held on September 24, at Bunker Hills Regional park in Andover. Following the *Walk for Hope*, the proclamation will be displayed at the Alexandra House.

Council Action:

Motion to adopt Resolution #11-09-XXX Proclaiming October 2011 Domestic Violence Awareness Month.

Attachments

Domestic Violence Resolution

Form Review

Inbox

Kurt Ulrich

Reviewed By

Jo Thieling

Date

08/25/2011 09:46 AM

Form Started By: Jo Thieling

Started On: 08/22/2011 12:38 PM

Final Approval Date: 08/25/2011

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #11-09-XXX

RESOLUTION PROCLAIMING OCTOBER 2011 AS DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, the community problem of domestic violence has become a critical public health and welfare concern in Anoka County; and

WHEREAS, domestic violence is a crime, the commission of which will not be tolerated in Anoka County and perpetrators of said crime are subject to prosecution and conviction in accordance with the law; and

WHEREAS, over thousands of women and children have and will continue to access assistance from Alexandra House, Inc., a domestic violence service provider; and

WHEREAS, domestic violence will be eliminated through community partnerships of concerned individuals and organizations working together to prevent abuse while at the same time effecting social and legal change; and

WHEREAS, October is *National Domestic Violence Awareness Month*; and

WHEREAS, during *National Domestic Violence Awareness Month*, Anoka County organizations will inform area residents about domestic violence, its prevalence, consequences and what we, as a concerned community can do to eliminate its existence.

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

- 1) That the City Council of the City of Ramsey proclaims October to be Domestic Violence Awareness Month.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 13th day of September, 2011.

Mayor

ATTEST:

City Clerk

Meeting Date: 09/13/2011

By: Colleen Lasher, Administrative Services

Title:

Consider a Resolution to Assign a Councilmember to Boards and Committees

Background:

Following Councilmember David Jeffrey's resignation, Councilmember Sarah Strommen was elected to the City Council to serve the residents of Ward 4. In addition to Councilmember Strommen's service to Ward 4, she will fill the vacancies left by Councilmember Jeffrey on the City's Personnel Committee, the Ramsey/Nowthen Joint Powers Board, and as alternate to the Joint Law Enforcement Council through December 31, 2011.

Recommendation:

Staff recommends that Council adopt the Resolution to assign Councilmember Sarah Strommen to the City's Personnel Committee, the Ramsey/Nowthen Joint Powers Board, and as alternate to the Joint Law Enforcement Council.

Funding Source:

No funding required.

Council Action:

Motion to adopt Resolution #11-09-XXX assigning Councilmember Strommen to the City's Personnel Committee, the Ramsey/Nowthen Joint Powers Board, and as alternate to the Joint Law Enforcement Council through December 31, 2011.

Attachments

Council Assignment Resolution

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	09/08/2011 12:43 PM
Colleen Lasher (Originator)	Colleen Lasher	09/08/2011 01:07 PM
Kurt Ulrich	Kurt Ulrich	09/08/2011 01:20 PM
Form Started By: Colleen Lasher		Started On: 09/08/2011
Final Approval Date: 09/08/2011		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #

**A RESOLUTION ASSIGNNING COUNCILMEMBER
TO BOARDS AND COMMITTEES**

WHEREAS, Councilmember David Jeffrey resigned from Ward 4; and

WHEREAS, Councilmember Sarah Strommen was elected to the City Council to fill the Ward 4 vacancy; and

WHEREAS, Councilmember Strommen will fill the vacancies left by Councilmember Jeffrey on the City's Personnel Committee, the Ramsey/Nowthen Joint Powers Board, and the Joint Law Enforcement Council as the alternate member, through December 31, 2011

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

Motion to adopt Resolution #11-09-XXX assigning Councilmember Strommen to the City's Personnel Committee, the Ramsey/Nowthen Joint Powers Board, and the Joint Law Enforcement Council as the alternate member, through December 31, 2011.

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 13th day of September, 2011.

CC Regular Session

5. 15.

Meeting Date: 09/13/2011

By: Colleen Lasher, Administrative Services

Title:

Consider a Resolution Accepting the City Administrator's Annual Performance Evaluation

Background:

As part of the City Administrator's 2010/2011 360 degree performance evaluation, all department heads, the City Clerk, six members of the City Council and the City Administrator completed performance evaluations for the time period of March 2010 through July 2011. At the City Council's request, the evaluation period was extended from March 2011 to July 2011 in order to allow new Councilmembers enough time to evaluate Mr. Ulrich's performance. Councilmember Sarah Strommen did not participate in this year's process since she was elected to the City Council after the review period.

The results were compiled and the Mayor and City Administrator met to discuss the evaluation. The City Administrator also met with the full City Council in closed session to discuss the results of his performance evaluation. It was the consensus of the City Council that Mr. Ulrich's overall performance was satisfactory.

Recommendation:

Accept Mr. Kurt Ulrich's annual performance evaluation indicating satisfactory performance.

Funding Source:

No additional funding is required.

Council Action:

Adopt resolution #11-09-XXX indicating Mr. Kurt Ulrich's satisfactory performance for the time period of March 2010 through July 2011.

Attachments

Resolution

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date

09/08/2011 01:16 PM

Form Started By: Colleen Lasher

Started On: 09/07/2011 05:45 PM

Final Approval Date: 09/08/2011

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #

A RESOLUTION ACCEPTING THE CITY ADMINISTRATOR'S PERFORMANCE EVALUATION

WHEREAS, a 360 degree performance evaluation was completed for the City Administrator for March 17, 2010—July 15, 2011; and

WHEREAS, the at the City Council's request the evaluation period was extended through July 2011 in order to allow new Councilmembers enough time to evaluate Mr. Ulrich's performance; and

WHEREAS, the City Council and the City Administrator discussed the City Administrator's performance in closed session on September 7, 2011; and

WHEREAS, it was the consensus of the City Council that Mr. Ulrich's performance was satisfactory.

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

The City Council accepts City Administrator Ulrich's performance evaluation for 2010-2011 and determines his performance to be satisfactory during this period.

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 13th day of September, 2011.

Meeting Date: 09/13/2011

By: MaryJo Warner, Engineering/Public Works

Title:

Report from Public Works

Background:

The Public Works Committee held its regular meeting on Monday, August 15, 2011 and discussed the following three cases:

Case 5.1 Review Standard Cointract Language Related to Construction Projects

Staff reviewed the highlighted contract language related to construction projects and explained how these conditions would assist the City in ensuring projects would be executed and completed in a timely and quality manner.

It was the consensus of the Committee to agree with the recommendations from staff regarding the close out of construction projects with minor outstanding items, and the Council can determine whether it is acceptable for outstanding items to be covered by the warranty bond for the project.

Motion to recommend City Council include a 3% construction contingency, up to \$15,000, on all projects with City Administrator approval. This would give staff the ability to effectively manage projects to account for unforeseen conditions and necessary project revisions.

Case 5.2 Update on Recent Storm and Flooding Complaints

Staff reviewed the properties that have submitted storm and flood complaints. Staff is proposing to prepare plans and specifications, receive quotes, and address the immediate actions identified in the report, such as repairing or replacing a culvert.

The Committee discussed the high levels of rain and the number of 100-year events that have taken place this year; noting the system within the City has performed well under the conditions.

Motion to recommend that the City Council authorize staff to prepare the necessary plans and specifications, and receive quotes, to address the immediate corrective actions identified in staff's summary.

Case 5.3 Discuss Grading Permit Requirements

Staff reviewed that the City currently does not have a grading permit and advised that staff has been drafting requirements which could be used.

The Committee discussed the adoption of the State Building Code and whether all sections of that Code were adopted; staff believed that the section regarding grading permits had not been adopted with the Code.

Staff suggested that a grading permit be treated similar to an interim permit, in regard to the fee schedule and confirmed that an erosion control plan would be required with a grading plan.

It was the consensus of the Committee to verify if the grading portion of the State Building Code had already been adopted and recommend that an administrative grading permit process be developed.

Committee/Staff Input

Public Works Director Olson reviewed a response received from Anoka County regarding the issue of access on Sunfish Lake Boulevard; noting that the County would not participate in the study.

City Engineer Himmer provided an update regarding the County Road 5 overlay and the request for night work, noting that the Council would review the request the following week. He also provided an update regarding WMO regulations which would also be reviewed the following week by the Council.

Recommendation:

Staff recommends ratifying the recommendation of the Public Works Committee.

Council Action:

Ratify the recommendation of the Public Works Committee.

Attachments

Agenda 08.15.11

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	09/08/2011 10:20 AM
Kurt Ulrich	Kurt Ulrich	09/08/2011 12:34 PM
Form Started By: MaryJo Warner		Started On: 08/26/2011 01:21 PM

Final Approval Date: 09/08/2011

City of Ramsey
Agenda
Public Works Committee
Monday August 15, 2011
5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Approve Minutes**
 1. Approve Public Works Committee meeting minutes dated July 19, 2011
- 5. Committee Business**
 1. Review Standard Contract Language Related to Construction Projects
 2. Update on Recent Storm and Flooding Complaints
 3. Discuss Grading Permit Requirements
- 6. Committee/Staff Input**
- 7. Adjournment**

Public Works Committee

4. 1.

Meeting Date: 08/15/2011

By: MaryJo Warner, Engineering/Public Works

Title:

Approve Public Works Committee meeting minutes dated July 19, 2011

Background:

The Public Works Committee held its regular meeting on July 19, 2011

Notification:

Observations:

Funding Source:

n/a

Staff Recommendation:

Committee Action:

Approve attached Public Works Committee meeting minutes date July 19, 2011

Attachments

Minutes of 07.19.11

Form Review

Inbox

Brian Olson
Kurt Ulrich

Reviewed By

Brian Olson
Kurt Ulrich

Date

08/11/2011 09:34 AM
08/11/2011 03:44 PM

Form Started By: MaryJo Warner

Started On: 08/10/2011 03:15 PM

Final Approval Date: 08/11/2011

**PUBLIC WORKS COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Public Works Committee conducted a regular meeting on Tuesday, July 19, 2011 at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Colin McGlone
 Councilmember David Elvig
 Councilmember Randy Backous

Also Present: City Administrator Kurtis G. Ulrich
 Mayor Bob Ramsey
 Public Works Director Brian Olson
 City Engineer Tim Himmer
 Street Supervisor Grant Reimer
 Parks Supervisor Riverblood
 Civil Engineer Leonard Linton
 Councilmember Jeff Wise
 Councilmember Tossey arrived 5:50 pm

CALL TO ORDER

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

CITIZEN INPUT

none

APPROVE AGENDA

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

Motion carried. Voting Yes: Chairperson McGlone, Councilmembers Backous and Elvig.
Voting No: None.

APPROVE MINUTES

Motion by Councilmember Backous, seconded by Councilmember Elvig, to approve the minutes from the June 21, 2011 Public Works Meeting.

Motion carried. Voting Yes: Chairperson McGlone and Councilmembers Backous and Elvig.
Voting No: None.

COMMITTEE BUSINESS

Case #5.1 Consider Stormwater Solutions for Woodland Green Pond

Public Works Director Olson reviewed in the staff report that the residents, Jason and Ruth Obermaier, 5220 156th Lane NW have contacted the City about water standing in their back yard.

Chairperson McGlone asked if the existing sanitary and sewer can handle the flow.

Councilmember Elvig asked is this problem the drain field or the drainage of the entire area.

Councilmember Elvig also stated that his opinion is to get them hooked up to the City sewer system.

Councilmember Backous thought this might be the most logical solution.

Public Works Director Olson responded that the homeowners may not want a monthly sewer bill and asked Mr. Obermaier how often this has been an issue for this neighborhood.

Mr. Obermaier responded most years throughout the summer it's fine, it has flooded for a week or two but it has never gotten this high.

Mayor Ramsey clarified the discussion that if they connect to sanitary sewer it is not going to take the water away it is only going to take their drain field out.

Mr. Obermaier has a concern with the open ditch in the park area and he would like to see something done with the drainage also.

Paul Moravetz, 15611 Barium Street was present to state that the water is getting close to the drain field too.

Chairperson McGlone doesn't think it feasible that they are never going to have water in there.

Councilmember Backous stated it is a 100 year event and asked if they have a water problem more often.

They responded that it has been more of a problem when they did the system west of 47.

Councilmember Backous stated that it seems they have a water problem more often and the sewer system is going to fix that.

Chairperson McGlone wants to be clear; he thought we were going to put a pipe in for a stormwater.

Chairperson McGlone would like to look at the whole situation and asked can we keep the water down so staff can take a look at it and come back with something.

Public Works Director Olson responded we are doing all that we can and we have a seasonal working on it.

Public Works Director Olson stated what staff is asking for is whether or not if there is consensus to move forward with any of the three options stated in the case or if the fourth option is more desirable. Staff can bring this back at a future date with costs and see if the property owner is willing to obtain this option to get sewer to his house.

Commissioner Backous would like to see the drainage problem fixed in that whole area and doesn't feel we have enough information to make a recommendation.

City Engineer Himmer wanted to point out when we develop these easements and these ponds we do it for that 100 year events. When you get those back to back events that we just got hit with, the soils are becoming more saturated so it doesn't infiltrate quite as quick and he doesn't know if it is necessarily a drainage issue city wide.

Chairperson McGlone would like to first work with the affected property, install a new system first or whatever that takes, fix that first and fix that 75 foot drainage and utility easement.

The consensus of the Committee is to move forward with relocating or hooking up to sewer and in the meantime work with the homeowner to extend the easement back as far as we can.

Case #5.2: Sidewalk Snowplowing Policy

Street Supervisor Riemer reviewed the staff report.

Staff is looking for direction if residents should be responsible for their own sidewalks.

Councilmember Backous stated it is a 50/50 issue to him and doesn't like leaving it up to residents because you are going to have sections that are not going to get done.

Councilmember McGlone stated it is an amenity for our residents to have trails and sidewalks and is an advocate for the residents to maintain their sidewalks.

Street Supervisor Riemer asked for direction on the issue of large span neighborhoods that are being developed.

Councilmember Elvig responded that he doesn't know how important those sidewalks are until the neighborhood starts to fill up.

Public Works Director Olson asked when creating a policy a development has to be 75 percent filled before we start enforcing and /or maintaining the sidewalks in the winter.

City Administrator Ulrich added for the transition policy is to stop the service first and tell people they are responsible for shoveling their sidewalk if they want to but we will not enforce it. Stopping that service will create some neighborhood pure pressure to shovel those walks, then phase in heavy handed implementation and maybe two to three years down the line see how it works.

Consensus of the Committee is for townhome developments to maintain their own sidewalks.

Case #5.3: RFP for Parking Ramp and Parking Lot Snow Removal at the Municipal Center

Street Supervisor Remer is asking for going out for RFP's for snow removal of the parking ramp and the three parking lots at the municipal center. City maintenance staff would still do the sidewalks around the municipal center.

Street Supervisor Riemer also wanted the Committee to know that as part of the contract the parking ramp would need to be done by 5am for the bus service.

Motion by Councilmember Elvig, second by Chairperson McGlone to recommend RFP for contracted snow removal services for municipal parking ramp and parking lot at the municipal center.

Motion carried. Voting Yes: Chairperson McGlone and Councilmembers Backous and Elvig. Voting No: None.

Case #5.4: Review Dirt Road Elimination Policy

Public Works Street Supervisor Riemer reviewed the staff report and stated that we are down to about 1.5 miles of dirt road. Of the two that require the most maintenance is Xenolith Street on the north end of town and Beatty Avenue on the south end of town, both have bad drainage and gets numerous request for grading and maintenance in these areas. He stated if we were to continue with the policy these would be the two areas he would like to see concentrated on if possible. He also explained it takes about 3.5 hours to do all the dirt roads in our system. Staff is asking for prioritizing the streets if we were to continue with this program

Councilmember Elvig wants clarification that the policy is if they want to petition the City would put 50% in to create incentive and asked if any of these people have come forward.

Councilmember McGlone stated asked if we were going to go ahead and initiate a road project are these already listed in our CIP. If we are talking policy perhaps as part of our policy is to add these to our CIP and may have a different funding in the future.

Councilmember Backous asked does that require a letter to those residents,

Street Supervisor Riemer stated that staff just wanted to make the Committee aware that those roads are out there and is asking if there is any priority.

City Administrator Ulrich summarized from the discussion that the letter referred to would just be a reminder to those residents that the City does have a dirt road policy and we will pay half, this is the existing policy, if there is any urgency or incentive to that then a petition would need to be brought forward.

Chairperson McGlone would like to see these projects put on the CIP.

Street Supervisor Reimer stated right now it is coming out of the street overlay and sealcoat projects.

Public Works Director Olson stated there is so much to discuss in regards to the street reconstruction issue that is whether we contribute anything, whether still require assessments or a portion of, whether we pick up the first paving. If we do that we have to think about other things. He does feel that it would be a good idea to notify people that we are coming to a close on our gravel and dirt roads and this program is currently out there.

Staff is asking to eliminate dirt roads when development opportunities present itself.

Consensus of Committee is to continue in this direction.

Case #5.5: Update on Anoka County Access Spacing Guidelines that Determine Locations for Hard Channelization

Public Works Director Olson reviewed the staff report and opened it up for discussion.

Chairperson McGlone asked if we are currently working with Anoka and other communities to address these things with the County.

Public Works Director Olson responded not over our change spacing guidelines. The last time this was discussed staff was asked to look into two specific areas. One was Bunker Lake Boulevard and Highway 47 and as a result of the joint meeting with the City of Anoka, they agreed to take the lead on this. The other area was Sunfish Lake Boulevard near Highway 10. Staff has met with the property owners and we agreed to contribute to the cost, because there was uncertainty to what the solution was, there was uncertainty that we could contribute to a certain amount. This prompted the property owners to go to Anoka County and the County Engineers have agreed to send a memo defining their stands on the project and staff is still waiting for that memo.

COMMITTEE INPUT

Public Works Director Olson gave an update on the following projects:

Updates on Street Maintenance Program is on tonight's Special City Council Meeting.
Update on Bunker Lake Blvd and 83 signalization continues and they are running sewer on the west side of Armstrong Boulevard.

Design of the county job on Bunker Lake Boulevard from Sunfish Lake Boulevard to Germanium Street is on hold for now

Dysprosium project is ready to begin later this week. City Engineer Himmer stated he is still hearing comments.

Alpine Drive overlay and trail getting near completion.

Parking ramp expansion will be going to City Council in August

Chameleon project awarded.

Sunfish and Alpine is still under construction

Public Works Director Olson wanted to update the Committee about the Highway Safety Improvement Program. He stated the County has put in a grant application for Bunker Lake Boulevard and Sunwood Drive signalization for \$500,000 and we would need to fill the funding gap for that project

August Public Works Committee meeting rescheduled to Monday, August 15th.

ADJOURNMENT

Motion by Councilmember Backous, seconded by Councilmember Elvig to adjourn the Public Works Committee Meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 6:55 p.m.

Respectfully submitted,

Brian Olson
Public Works Director

Drafted by Mary Jo Warner
City of Ramsey Public Works Secretary

Public Works Committee

5. 1.

Meeting Date: 08/15/2011

By: Tim Himmer, Engineering/Public Works

Title:

Review Standard Contract Language Related to Construction Projects

Background:

Construction contract language has been discussed numerous times over the past year, with the main item of contention by the Council being the requirement for prompt remedial action by the contractor. There is a desire to understand the timing for getting a contractor back on a project should any work be found defective. Attached is the City's standard general condition language contained within our specifications. I have highlighted specific items germane to the Council's concern, and feel that the current language is sufficient to resolve timely corrective actions of deficient work. Additional language could be added to clarify the timelines for contractor response, and staff is looking for feedback from the Council on whether they feel their concerns are satisfactorily addressed in the current language or whether revisions are necessary.

Notification:

Observations:

Staff would also like to discuss a couple of other items related to our construction contracts; including contract close out (warranty bonds), and contingency authority. We have heard from contractors on several occasions that they would like to final projects with minor items remaining, and handle those with the warranty bond that they are required to post following project close out. There are currently several existing projects in the City where the only remaining item is turf establishment; the seed has been planted but we are awaiting full growth over the entire area. The contractors are arguing that the warranty bonds should satisfy the security requirement and ensure that any necessary corrective actions (if any) will be addressed should something go wrong. They state that in some instances they cannot take on additional projects because their bonding capacity has reached its limit; they cannot get additional performance and payment bonds issued until some of their previous projects are released. They are hopeful that the Council will consider turf establishment similar to road and utility work where we currently require a 1 year warranty following project acceptance. Under this scenario a project could potentially be accepted for final payment following the installation of seed (or other ground cover) in the fall of the year without knowing whether the turf would actual take (spring growth).

Another item staff is looking for feedback on is whether the Council is comfortable including a standard construction contingency with projects, as a small percentage of the overall contract price. This would be approved by the Council at the time of award but not included in the overall contract with the contractor; it would be an allowance authority for staff to utilize if site conditions require additional work or a revised approach. Usually at the onset of construction property owners come forward with concerns that weren't previously identified during the design process that would necessitate a revised approach to the work; including such things as addition of a catch basin and/or storm pipe to address a drainage concern, realigning a sidewalk/trail around a junction box, tree, or private improvement near the construction limits of the project, septic system and/or wells near the construction limits, etc. Other unknown items could also present themselves during construction; including high water table, poor soils, deteriorated pipes, expanded removal limits, etc.

Staff understands that we must effectively manage projects to keep them on schedule and on budget, but sometimes unknown conditions present themselves. It's in these instances that it would be nice to have some flexibility at the staff level to effectively construction manage and resolve matters quickly. This contingency would only be utilized as necessary, and up to a maximum cap – similar to what frequently occurs on larger projects.

Funding Source:

Contract revisions can be handled at the staff level and require no funding. If the Council is open to the idea of a construction contingency, those funds would be budgeted as a project cost and identified in the funding source for that particular project.

Staff Recommendation:

Staff recommends that the Public Works Committee recommend to the City Council consideration of construction project close out for minor outstanding items. All outstanding items would be outlined for the Council at the time of request for final payment, and Council can determine whether it's acceptable for these items to be covered by the warranty bond for the project.

-and-

Staff recommends that the Public Works Committee recommend to the City Council the inclusion of a 3% construction contingency on all projects. This would give staff the ability to effectively manage projects to account for unforeseen conditions and necessary project revisions.

Committee Action:

Based upon discussion.

Attachments

Specification General Conditions

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	08/10/2011 03:16 PM
Kurt Ulrich	Kurt Ulrich	08/11/2011 03:44 PM
Form Started By: Tim Himmer		Started On: 08/10/2011 11:01 AM

Final Approval Date: 08/11/2011

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ARTICLE 1. Definitions

The following words, phrases or terms hereinafter used in the agreement of any contract documents shall be interpreted according to each designated meaning as follows:

1.1 Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.

1.2 Agreement: The written agreement between the Owner and the Contractor covering the work to be performed, including all contract documents.

1.3 Bid Guaranty: The term means the security designated in the contract documents to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Owner if the work is awarded to him.

1.4 Bid Proposal: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.5 Bidder: Any individual, partnership, or corporation submitting a proposal for the work to be completed.

1.6 Calendar Day: Every day shown on the calendar.

1.7 Change Order: A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after execution of this agreement.

1.8 Contract Bonds: Performance, labor and material payment bonds, maintenance or guarantee-instruments of security, furnished by the Contractor and his surety in accordance with the contract documents.

1.9 Contract Documents: The contract documents shall consist of the following:

- (1) Legal and Procedural Documents
 - a. Advertisements for Bids
 - b. Information for Bidders
 - c. Executed Bid Form
 - d. Executed Bid Guaranty
 - e. Executed Agreement
 - f. Executed Bond
 - g. Notice of Award
 - h. Notice to Proceed
- (2) Special Provisions
- (3) Technical Provisions
- (4) General Conditions

- (5) Executed Payment Forms
 - (6) Drawing(s)
 - (7) All addenda issued by the Engineer prior to the time of the opening of the bids.
 - (8) Supplemental Agreements & Change Orders
- 1.10 Contract Price: The total monies payable to the Contractor under the contract documents.
- 1.11 Contract Time: The number of calendar days stated in the contract documents for the completion of the work.
- 1.12 Contractor: The individual, partnership, or corporation undertaking the execution of the work under the terms of the contract and acting directly or through a duly authorized representative.
- 1.13 Engineer: By the term "Engineer" is meant Tim Himmer, City Engineer, 7550 Sunwood Drive. NW, Ramsey Minnesota 55303, who has been appointed by the Owner to take charge of the work contemplated by these specifications and accompanying drawings and is designated and referred to in these specifications as the "Engineer". (The Engineer or Owner may appoint an authorized representative or inspector, limited in authority, assigned to make inspection of the work performed and materials furnished by the Contractor. Such a representative has no authority to order or permit deviation from plans and specifications.)
- 1.14 Field Order: A written order affecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.
- 1.15 Notice of Award: The written notice of the acceptance of the bid issued by the Owner to the Successful bidder.
- 1.16 Notice to Proceed: The written notice issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.
- 1.17 Owner: A private, public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.
- 1.18 Plans: The term means the official drawings, plans, profiles, elevation, cross sections and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of work to be performed. All such drawings, as listed elsewhere in the contract documents, are a part of the plans whether attached to the contract documents or separate therefrom.
- 1.19 Project: The undertaking to be performed as provided in the contract documents.
- 1.20 Project Representative: The term means an authorized representative of the Engineer, assigned to make any or all necessary inspections of the work performed and the materials furnished by the Contractor.

1.21 Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the work.

1.22 Special Provisions: The term means contract requirements peculiar to the project which are not otherwise thoroughly or satisfactorily detailed and set forth in the standard detail specifications or plans.

1.23 Specifications: The term means the directions, provisions, and requirements contained herein, together with all written agreements made or to be made pertaining to the method and manner of performing the work, or to the quantities and qualities of materials to be furnished under the contract.

1.24 Subcontractor: The term means those having a direct contract with the Contractor and it includes one who furnished materials worked to a special design according to the plans and specifications of this work, but does not include one who merely furnishes material so worked.

1.25 Substantial Completion: That date as certified in writing by the Engineer when the construction of the project or a specified part thereof is sufficiently complete in accordance with the contract documents for use by the Owner.

1.26 Supplemental General Conditions: Modification to the general conditions that supplement, add to, delete from or change the articles therein.

1.27 Surety: The Guarantor for the Contractor who, with the Contractor, signs an instrument or instruments known as the bond or bonds guaranteeing that the Contractor will fully comply with the plans, specifications and agreements.

1.28 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Abbreviations

1.28 A.A.S.H.O.: The American Association of State Highway Officials. All references to A.S.S.H.O. specifications or methods of tests shall be understood to refer to their latest published edition of the "Standard Specifications for Highway Materials and Methods of Sampling and Testing".

1.29 A.N.S.I.: American National Standards Institute, Inc. All references to A.N.S.I. specifications shall be understood to refer to their latest published edition.

1.30 A.S.A.: The American Standards Association. All references to A.S.A. specifications shall be understood to refer to their latest published edition.

1.31 A.S.T.M.: The American Society for Testing Materials. All references to A.S.T.M. specifications or methods shall be understood to refer to their latest published edition of the A.S.T.M. Standards.

1.32 A.W.W.A.: The American Water Works Association. All references to A.W.W.A. specifications shall be understood to refer to their latest published edition.

1.33 MN/DOT: The Minnesota Department of Transportation. All references to MN/DOT specifications shall be understood to refer to their latest published edition.

1.34 M.S.S.: Minnesota State Statutes. All references to M.S.S. shall be understood to refer to the latest published edition.

ARTICLE 2. Progress and Submission Schedule; Pre-Construction Conference; Time of Starting Work

2.1 Within 10 Calendar Days after execution of this Agreement, the Contractor shall prepare and submit to the Engineer for review an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawing submissions.

2.2 Before starting the Work, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and to establish a working understanding between the parties as to the Project. Present at the conference will be the Engineer, Project Representative, the Contractor, his superintendent, the Owner and any others who may have an interest in the Project.

2.3 Prior to starting the Work, the Contractor will furnish the Engineer certificates of insurance as required by the appropriate provisions of the Contract Documents.

2.4 The Work contemplated hereunder shall be commenced within ten (10) Calendar Days after receipt by the Contractor of written Notice to Proceed from the Engineer and shall be completed within the time limits set forth in the Special Provisions or as specified elsewhere in the Contract Documents.

2.5 If the Contractor is delayed in the performance of the Work by any neglect of Owner or Engineer, or by an employee, agent or representative of either, or by changes ordered in the Work, or by the combined action of workmen (either those employed on the Work or in any industry essential to the conduct of the Work) in no way caused by or resulting from the default or collusion on the part of the Contractor, or by strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, or by any other causes which Contractor could not reasonably control or circumvent, the scheduled completion date and interim completion dates shall be extended for a period equal to the length of such delay if within five Calendar Days after expiration of any such delay Contractor delivers to Engineer a written request for extension for such delay, and such request is approved by the Owner or Engineer, which approval shall not be unreasonably withheld by Owner or Engineer. In case of a continuing cause of delay of a particular nature, Contractor shall be required to make only one such request with respect thereto. Extension of time shall be the Contractor's sole

remedy for any such delay (except for Contractor's right to terminate this Agreement pursuant to the provisions of Article 43 hereinafter), unless the same shall be caused by acts constituting intentional interference by the Owner or Engineer with Contractor's performance of the Work and where to the extent that such acts continue after Contractor's notice to Owner or Engineer of such interference. Owner's or Engineer's exercise of any of its rights under Article 20, Changes in the Work, regardless of the extent or number of such changes, or Owner's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

2.6 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE 3. Plans and Specifications

3.1 It is the intent of the Specifications and Plans to describe a complete Project to be constructed in accordance with the Contract Documents.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Engineer's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order: Agreement, Specifications, Plans. Within the Specifications, the order of precedence shall be as follows: Special Provisions, Addenda, General Conditions, Technical Specifications Provisions. Figure dimensions on Plans shall govern over scale dimensions, and detailed Plans shall govern over general Plans. Any Work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended results shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

ARTICLE 4. Detailed Drawings and Instructions

4.1 Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, supplies and incidentals which may be necessary to construct and complete the Work in accordance with the Contract Documents.

4.2 The Engineer will furnish to the Contractor with reasonable promptness additional instructions by means of drawings and/or otherwise necessary information for the proper execution of the Work when, in the opinion of the Engineer, such are required. All drawings and instructions shall be consistent with the Plans and Specifications, true developments thereof, and reasonably inferable therefrom. The Contractor shall do no Work without proper drawings and instructions. In giving such additional instructions, the Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purpose of the Work.

4.3 The Contractor shall submit, with such promptness as to cause no delay in the Work or in that of any other Contractor, three (3) copies of all Shop (or setting) Drawings and schedules required for

the Work of the various trades and the Engineer shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, file with the Engineer two (2) corrected copies and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from Plans or Specifications, unless the Contractor has, in writing, called the Engineer's attention to such deviation at the time of submission, nor shall it relieve the Contractor from responsibility for errors of any sort in Shop Drawings or schedules.

4.4 Unless otherwise set forth in the Contract Documents or bidding documents, it shall be the Contractor's sole responsibility to determine subsoil conditions prior to the bidding of the job. If under the terms of the Contract Documents, the responsibility for subsoil conditions is with the Contractor, Contractor hereby represents that he has inspected the location or locations of the Work and has satisfied himself as to the condition thereof, including subsoil conditions, and that the Contract Price as set forth herein is just and reasonable compensation for all Work, including all foreseen or unforeseeable risks, hazards, and difficulties in connection therewith.

4.5 The Engineer will furnish and set stakes as may be necessary for the Contractor in order that the Contractor may construct the Work to the proper grade and alignment.

4.6 The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

4.7 The Engineer shall furnish such survey lines and grades as may be necessary for the proper control of the Work; but this shall not relieve the Contractor of responsibility for making careful and accurate measurements and for constructing the Work accurately to the lines furnished by the Engineer. The Contractor shall give the Engineer reasonable notice of his requirements for such survey lines and grade as the Contractor may require.

4.8 The Contractor shall furnish and place, as directed, all necessary guide boards and appurtenances and give such other incidental assistance at the Work site as may be required by the Engineer, for staking out the Work. The Contractor's working operations which interfere with the activities of the Engineer shall be temporarily suspended for such reasonable time as the Engineer may deem necessary. The Contractor shall carefully preserve the points furnished by the Engineer and shall receive no extra compensation for any materials or services furnished by the Contractor incidental to these operations of the Engineer.

ARTICLE 5. Ownership and Copies of Documents, Record Documents and Security Thereof

5.1 All Specifications, Plans and copies thereof furnished by the Owner, through the Engineer, shall remain the Owner's property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the Project.

5.2 The Owner, through the Engineer, will furnish to the Contractor up to three (3) copies of the Specifications and Plans as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

5.3 The Contractor will keep one record copy of all Specifications, Plans, Addenda, modifications, and Shop Drawings at the Work site in good order and annotated to show all changes made during the construction process. These shall be made available to the Engineer as the Project is completed.

ARTICLE 6. Patent Fees and Royalties

The Contractor will pay all license fees and royalties and assume all costs incidental to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The Contractor will indemnify and hold harmless the Owner and the Engineer and anyone directly or indirectly employed by the Owner from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7. Work by Others and Subcontractors

7.1 The Owner may perform additional work related to the Project or may let other direct contracts therefrom which shall contain general conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the Owner, if performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the Work with other contractors.

7.2 If any part of the Contractor's Work depends upon the work of any such other contractor (or the Owner) for proper execution or results, the Contractor will inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of this Work.

7.3 The Contractor will do all cutting, fitting and patching of the Work that may be required to make several parts come together properly and fit to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering other's work and will only cut or alter their work with the written consent of the Engineer.

7.4 Within 10 Calendar Days of execution of this Agreement, the Contractor will submit to the Engineer for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions of the Work for which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Prior to the execution of the Work, the Engineer will notify the Contractor in writing if either the Owner or

the Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the Owner or the Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution of the Work shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Owner or the Engineer to reject defective workmanship, material, equipment, employees of the Contractor, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

7.5 If, prior to the commencing of the Work, the Owner or the Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the Contractor may, prior to such commencement, either 1) submit an acceptable substitute without an increase in his Contract Price or 2) withdraw his bid and forfeit his bid security. If, after the commencement of the Work, the Owner or the Engineer refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no such increase in the Contract Price shall be allowed in respect of any substitution unless the Contractor has acted promptly and reasonably in submitting a name with respect thereto prior to the execution of the Work.

7.6 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the Owner or the Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom the Contractor has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Owner and the Engineer, unless the Engineer determines that there is good cause for doing so.

7.7 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or the Engineer or any obligation on the part of the Owner.

7.8 The divisions and sections of the Specifications and the identifications of any Plans shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

7.9 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

7.10 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Contract Documents. The Contractor shall upon request from the Engineer provide copies of the written subcontract agreements to the Engineer. The Contractor will pay each Subcontractor a just share of any insurance monies received by the Contractor.

ARTICLE 8: Materials, Equipment and Labor; Substitute Material or Equipment

8.1 The Contractor will provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

8.2 The Contractor covenants that all Work shall be done in a good and workmanlike manner and that all materials furnished and used in connection therewith shall be new and approved by the Engineer, except as otherwise expressly provided for in the Plans and Specifications.

8.3 If it is indicated in the Specifications that the Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, the Contractor will, promptly after the Notice of Award, make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and/or equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the Engineer who shall be the judge of equality.

8.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise specifically provided in the Contract Documents.

ARTICLE 9. Errors, Omissions. Etc.

Should it appear that the Work here intended to be done or any of the materials or matters relative thereto are not sufficiently detailed or explained on the Plans or in the Specifications, or should any error, discrepancy or inconsistency appear between any of the Plans and the Specifications, the Engineer shall furnish additional drawings, details or explanations and shall have power to interpret, correct, adjust and explain all errors, omissions, discrepancies, doubts and misunderstandings between such Plans and Specifications, or between several drawings and Specifications, or between several drawings, and the decision of the Engineer therein shall be final and conclusive.

ARTICLE 10. Permits Laws Taxes and Regulations

10.1 The Contractor will secure and pay for all construction permits and licenses and will pay all governmental and public utility charges and inspection fees necessary for the performance of the Work.

10.2 If the Contractor observes that the Specifications or Plans are at variance therewith, the Contractor will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any of the Work knowing or when with the exercise of due care he should have known, it be contrary to any such laws, ordinances, rules and regulations applicable to said Work and fails to give the Owner or Engineer notice thereof prior to the performance thereof, Contractor shall bear all costs, including reasonable

attorney's fees, arising therefrom. Further, Contractor shall observe and abide by and perform all of its obligations hereunder in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the Federal Occupational, Safety and Health Act. Contractor agrees to take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color or national origin. To the extent applicable, Contractor will comply with all provisions of any executive orders and any rules, regulations, orders, instructions, designations and other directives promulgated by any governmental unit with jurisdiction thereof. Violation of this provision, after notice, shall be a material breach of this Agreement and may result, at the Owner's option, in a termination or suspension of this Agreement in whole or in part.

10.3 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is to be performed.

ARTICLE 11. Availability of Lands; Physical and Subsurface Conditions; Reference Points

11.1 The Owner will provide, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor, the Contractor will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

11.2 The Contractor will properly notify the Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner will obtain the necessary additional surveys and tests and furnish copies to the Engineer and the Contractor. If the Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

11.3 The Engineer will establish such general reference points as in his judgment will enable the Contractor to proceed with the Work. The Contractor will be responsible for the layout of the Work and will protect and preserve the established reference points and will make no changes or relocations without the prior written approval of the Owner and Engineer. He will report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor will replace and accurately relocate all reference points so lost, destroyed or moved.

ARTICLE 12. Use of Premises

12.1 The Contractor will confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

12.2 The Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will he subject any part of the Work to stresses or pressures that will endanger it.

ARTICLE 13. Engineer's Status During Construction

13.1 The Engineer shall be the Owner's representative during the construction period. All instructions of the Owner to the Contractor shall be issued through the Engineer. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in all Articles of these General Conditions and shall not be extended without written consent of the Owner and the Engineer.

13.2 The Engineer will make regular visits to the Work site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer's efforts will be directed toward providing assurance for the Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of the Engineer's on-site observations as an experienced and qualified design professional, he will advise the Owner as to the progress of the Work and the performance of the Contractor.

13.3 The Engineer will have authority to disapprove of or reject Work which is defective; i.e., is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval. The Engineer will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

13.4 The Engineer will provide one or more full-time resident Project Representatives to assist the Engineer in carrying out his responsibilities at the Work site during construction activity. The duties, responsibilities and limitations of authority of any such resident project representative shall be as set forth in the pre-construction meeting held by the Engineer.

13.5 Neither the Engineer's authority to act under this article nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

ARTICLE 14. Engineer's Interpretations and Decisions

14.1 The Engineer will issue with reasonable promptness such written clarifications or interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents.

14.2 The Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, the Engineer will exercise his best efforts to insure faithful performance by the Contractor. The Engineer will not show partiality and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work

or the interpretation of or performance under the Contract Documents shall be referred initially to the Engineer for decision, which the Engineer shall render in writing within a reasonable time.

ARTICLE 15. Shop Drawings and Samples

15.1 After checking and verifying all field measurements, the Contractor will submit to the Engineer for approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (or at the Engineer's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Engineer to review the information as required.

15.2 The Contractor will also submit to the Engineer for approval, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

15.3 At the time of each submission, the Contractor will, in writing, call the Engineer's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

15.4 The Engineer will check and approve with reasonable promptness Shop Drawings and samples; however, checking and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor will make any corrections required by the Engineer and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions.

15.5 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been approved by the Engineer.

15.6 The Engineer's approval of Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written approval to the specific deviation, nor shall any approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

ARTICLE 16. Tests and Inspections

16.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness thereof. The Contractor will give the Engineer the required certificates of inspection, testing or

approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested, or approved is covered up without written approval or consent of the Engineer, it must, if directed by the Engineer, be uncovered at the Contractor's expense for observation. The cost of all such inspections, test and approvals shall be borne by the Owner unless otherwise provided.

16.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided elsewhere in the Contract Documents. The costs of all retests and follow up inspections shall be borne by the Contractor.

16.3 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

ARTICLE 17 Contractor's Supervision and Superintendence

17.1 The Contractor will supervise and direct the Work efficiently and with skill and attention. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work the Contractor will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

17.2 The Contractor will keep on the Work site at all times during its progress a resident superintendent satisfactory to the Engineer. The superintendent shall not be replaced without the consent of the Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

17.3 The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order among his employees and the employees of his Subcontractors at the Work site.

17.4 The Engineer and/or Owner will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any agents or employees or any other persons performing any of the Work.

ARTICLE 18. Safety and Protection: Emergencies

18.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary

precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

18.1.1 All employees on the Work and other persons who may be affected thereby;

18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Work site; and

18.1.3 Other property at the Work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

18.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. The Contractor will notify owners of adjacent utilities when execution of Work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the performance of the Work, the Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, injury or loss to any property referred to in this paragraph caused, directly or indirectly, in whole or in part, by the Contractor, or Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor, except damage or loss attributable to the fault of Plans or Specifications or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

18.3 The Contractor will designate a responsible employee at the Work site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

18.4 In emergencies affecting the safety of persons or the Work or property at the Work site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved if said emergency is not a direct cause of the neglect of the Contractor or Subcontractor or a deviation by the Contractor from any of the provisions of the Contract Documents.

ARTICLE 19. Access to the Work: Uncovering Finished Work

19.1 The Engineer will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof by others.

19.2 If any Work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for observation and replaced at the Contractor's expense.

19.3 If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued depicting all such costs from the Contract Price. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, provided the Engineer first obtained uncovering approval from the Owner.

ARTICLE 20. Changes in the Work

20.1 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in the Contract Documents.

20.2 The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

20.3 Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in elsewhere herein.

20.4 The Owner will execute any appropriate Change Order prepared by the Engineer covering changes in the Work to be performed and work performed in an emergency and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is approved by the Owner and Engineer.

20.5 It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or changes in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Engineer upon its occurrence.

ARTICLE 21. Change of the Contract Price

21.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the Contract Price.

21.2 The Contract Price may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to a change in the Contract Price, the claim shall be in writing delivered to the Engineer within five (5) calendar days of the occurrence of the event giving rise to the claim. All valid claims for adjustments in the Contract Price shall be determined by the Engineer. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

21.3 The value of any Work covered by a Change Order or of any claims for a change in the Contract Price shall be determined in one of the following ways:

21.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

21.3.2 By mutual acceptance of a lump sum;

21.3.3 By cost and a mutually acceptable fixed amount for overhead and profit;

21.3.4 If none of the above methods is agreed upon, the value shall be determined by the Engineer on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, directly related to the Work involved. The maximum percentage which shall be allowed for Contractors combined overhead and profit shall be as follows:

21.3.4.1 For all such Work done by his own organization, the Contractor may add up to fifteen percent (15%) of actual net costs for combined overhead and profit; provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under this paragraph, the Contractor will submit in the form prescribed by the Engineer, an itemized cost breakdown together with supporting data.

21.4 The amount of credit to be allowed by the Contractor to the Owner for any such changes in cost, will be the amount of the actual net cost plus fifteen percent (15%).

ARTICLE 22. Change of Contract Time

22.1 The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, the claim shall be in writing delivered to the Engineer within five (5) calendar days after expiration of any such delay of the occurrence of the event giving rise to the claim. All valid claims for adjustment in the Contract Time shall be determined by the Engineer. Any change in the Contract Time resulting from any such claim shall be incorporated into a Change Order.

22.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefrom as provided in this Agreement. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

22.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE 23. Neglected Work

If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after five (5) Calendar Day's written notice to the Contractor may, without prejudice to any other remedy, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Owner.

ARTICLE 24. Warranty and Guarantee: Correction, Removal or Acceptance of Defective Work

24.1 The Contractor warrants and guarantees to the Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to elsewhere in the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

24.2 If required by the Engineer, prior to approval of final payment, the Contractor will ***promptly***, without cost to the Owner and as required by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the Work site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work ***within a reasonable time, all as required by written notice from the Engineer***, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

24.3 If, after the approval of final payment and prior to the expiration of one (1) year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be

defective, the Contractor will, promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the Work site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

24.4 If, instead of requiring correction or removal and replacement of defective Work, the Owner (prior to approval of final payment) and also the Engineer prefer to accept it, he may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor.

ARTICLE 25. Application for Partial Payment

25.1 After the 20th day of the current calendar month, the Contractor shall submit to the Engineer a detailed estimate of the amount earned for the separate portions of the Work, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the Work completed in accordance with the Contract Documents, and the value of approved materials delivered to the Project site suitably stored and protected prior to incorporation into the Work. If the Contractor's estimate of amount earned conforms with the Engineer's evaluation, the Engineer will calculate the amount due the Contractor and make recommendation to the Owner for payment.

25.2 After deducting the retain amounts and the amount of all previous partial payments made to the Contractor, the amount earned as of the current month will be made payable to the Contractor thirty (30) Calendar Days after the 20th day of the said calendar month.

25.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, will have passed to the Owner prior to the making of the application for payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"); and that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the Work site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

25.4 The Engineer will, within fifteen (15) Calendar Days after receipt of application for payment, either indicate in writing his approval of payment and present the application to the Owner, or return the application to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application. The Owner will pay the Contractor the amount approved by the Engineer and Owner.

ARTICLE 26. Prompt Payment to Subcontractors

The Contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1 ½ percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

ARTICLE 27. Approval of Payment

27.1 The Engineer's approval of any payment requested in an application for payment shall constitute a representation by him to the Owner, based on the Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on his review of the application for payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved.

27.2 The Engineer's approval of final payment shall constitute an additional representation by him to the Owner that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement have been fulfilled.

27.3 The Engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the Owner. He may also refuse to approve any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the Owner from loss because:

27.3.1 The Work is defective;

27.3.2 Claims have been filed or there is reasonable evidence to suggest such filing thereof;

27.3.3 The Contract Price has been reduced because of modifications or changes;

27.3.4 The Owner has been required to correct defective Work or complete the Work;

27.3.5 Unsatisfactory performance of the Work, including failure to clean up.

ARTICLE 28. Project Completion

28.1 Prior to final payment, the Contractor may, in writing to the Owner and the Engineer, certify that the entire Project is complete and request that the Engineer issue a certificate of completion. Within a reasonable time thereafter, the Owner, Contractor and Engineer will make an inspection of the Project to determine the status of completion. If the Engineer and Owner do not consider the

Project complete, they will notify the Contractor in writing giving reasons thereof. If the Engineer and Owner consider the Project complete, they will prepare and deliver to the Owner an application for final payment.

28.2 The Owner shall have the right to exclude the Contractor from the Project after the date of completion, but the Owner will allow the Contractor reasonable access to complete or correct items of repair and maintenance.

ARTICLE 29. Final Payment

29.1 After the Contractor has completed any corrections to the satisfaction of the Engineer and delivered all maintenance and operating instruction, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may make application for final payment. The final application for payment shall be accomplished by such supporting data as the Engineer may require, together with complete and legally effective releases or waivers (satisfactory to the Owner) of all liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts of releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, State and Federal withholding taxes, material and equipment bills, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any lien.

29.2 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within fifteen (15) Calendar Days after receipt of the final application for payment, indicate in writing his approval of payment and present the application to the Owner for payment. Otherwise, he will return the application to the Contractor, indicating in writing his reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the application. The Owner, will, within twenty (20) Calendar Days of presentation of an approved application for payment, and receipt of final payment documents pay the Contractor the amount approved by the Engineer.

ARTICLE 30. Retention of a Portion of the Contract Sum

The Owner may retain up to a maximum of ten percent (10%) of value of Work completed and requested for payment. After fifty percent (50%) of the Work has been completed, the Contractor may request consideration for a reduction in the retained amount. Where the Owner is subject to the provisions of Minnesota State Statutes 429.041 Section 6 the maximum retained amount shall be five percent (5%) released with approval of the governing body. Those amounts released shall be considered not required to be retained to protect the Owner's interest in satisfactory completion of the Agreement.

ARTICLE 31. Liquidated Damages

The parties hereto recognize that failure on the part of the Contractor to complete the Work within the time period set forth herein above, shall cause damage to the Owner; and should the contractor not complete the Work within that period of time, or otherwise be guilty of substantial violation of this Agreement, the Owner may deduct amounts per the following schedule per calendar day after the completion date and all legal and Engineering costs related thereto, for each day exceeding said completion date, from the total Contract Price to be paid to the Contractor, and among its other remedies, terminate this Agreement and complete the Work by whatever method the Owner may deem expedient, at the expense of the Contractor; and such action by Owner shall not relieve Contractor of its liability to Owner for any damages caused by the Contractor's default, including, but not limited to, the excess expense of finishing the Work over the unpaid balance of the Contract Price. In the event a dispute arises between the Contractor and Owner regarding an alleged default by the Contractor or the assessment of liquidated damages, and if said dispute is submitted for litigation, and in the further event that the Owner prevails thereon, liquidated damages shall include court costs and reasonable attorney's fees as allowed by law. In the event the Owner elects to complete the Work following Contractor's default as above set forth, the Contractor agrees to extend its full cooperation of the Work contemplated under this Agreement. The amount deducted under this paragraph shall not be construed as a penalty, but rather as liquidated damages resulting from the noncompletion of the Work within the specified time. The schedule of damages shall be as specified below based upon the original contract amount:

<i>From More Than</i>	<i>Up To and Including</i>	<i>Charge per Calender Day</i>
\$0	\$500,000	\$200
\$500,000	\$1,000,000	\$300
\$1,000,000	Unlimited	\$500

ARTICLE 32. Waivers of Claims and Continuing Obligations

32.1 The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any payment by the Engineer, nor the issuance of a certificate of completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

32.2 The making and acceptance of payments shall constitute:

32.2.1 A waiver of all claims by the Owner against the Contractor other than those arising from unsettled liens, from faulty or defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and

32.2.2 A waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

ARTICLE 33. Indemnification

33.1 To the fullest extent permitted by law, the Contractor shall indemnify and save harmless, the Owner and Engineer of and from loss or damage caused to any person or property by reasons of any carelessness or neglect in the doing or making of this improvement or furnishing of material and by reason or failure to pay all laborers, materials, mechanics, and subcontractors, and all persons who shall supply said Contractor with materials, provisions and supplies for the performance and completion of said Agreement to promptly pay all just debts, dues and demands incurred in the performance of said Agreement, and of and from all expenses of inspection and/or of whatever kind of nature, which shall be caused by delay or failure in the performance and completion of this Agreement, and further to indemnify and save harmless of and from all suits and action of the Owner and Engineer on account of any injuries or damages sustained by any person or persons by reason of any act, omission, or negligence or by the use of improper or defective materials on the part of said Contractor in the performance of any part of this Agreement, and further to indemnify and protect and save the Owner and Engineer harmless against any or all demands, fees, or royalties for any patented invention, materials, methods, arrangements, or process of manufacturer of any infringement thereon, that may be used or be in any manner connected with the construction, erection, or maintenance of the Work, material, or any part thereon encompassed by this Project.

33.2 The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

33.3 In any and all claims against the Owner or the Engineer of any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or from the Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

33.4 The obligations of the Contractor under this Article shall not extend to the liability of the Engineer, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or Plans and Specifications or (b) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 34. Contract Bonds

The Contractor will furnish performance, payment and maintenance bonds as security for the faithful performance, payment and maintenance of all his obligations under the Contract Documents. These

bonds shall be in amounts of at least 100% of the Contract Price and in such form and with such Sureties as approved by the Securities Exchange and by the Insurance Commissioner of the State in which the Project is located. Prior to execution of the Contract Documents, the Owner may require the Contractor to furnish such other bonds, in such form and with such Sureties as he may require.

ARTICLE 35. Insurance

35.1 The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs.

35.2 Before commencing Work under this Agreement, the Contractor shall furnish the Owner with certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate will not be cancelled or materially altered, except after 10 days written notice has been received by the Owner."

35.3 In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

ARTICLE 36. Contractor and Subcontractor Insurance

The Contractor shall not commence Work on this Agreement until he has obtained all the insurance has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required for that portion of the Work has been so obtained and reviewed. Review of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

ARTICLE 37. Compensation and Employer's Liability Insurance

The Contractor shall maintain during the life of this Agreement the statutory Worker's Compensation, in addition to, Employer's Liability Insurance in an amount not less than \$100,000 for each occurrence and a combined single limit of liability of \$1,000,000 for each occurrence for all of his employees to be engaged in Work on the Project under this Agreement and, in case any such Work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such Work. Where Work under this Agreement includes any water or navigational exposure, coverage shall be included to cover the Federal Longshoremen's and Harborworker's Act and the Federal Jones Act.

ARTICLE 38. Public Liability (including Automotive) and Property Damage Insurance

38.1 The Contractor shall maintain during the life of this Agreement such public liability and property damage insurance and automobile public liability and property damage insurance and shall

protect him, the Owner, the Engineer, and any Subcontractor performing Work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from negligent operations under this Agreement, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be not less than:

(1) Public liability insurance in an amount not less than \$500,000 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000 for each occurrence.

(2) "Broad Form" property damage liability insurance in an amount not less than \$500,000 for each occurrence.

38.2 The Contractor's public liability insurance and property damage insurance shall provide the primary coverage on all claims arising out of the performance of the Agreement, and shall name the Owner, its officers, agents and employees, and the Engineer as additional insureds therein.

ARTICLE 39. Builders Risk All Risk Insurance

Unless otherwise modified in the Special Provisions, the Contractor shall secure and maintain during the life of this Agreement, Builders Risk All Risk Insurance coverage for 100 percent of the Contract Price. Such insurance shall not exclude coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, and shall provide for losses to be paid to the Contractor and the Owner as their interest may appear.

ARTICLE 40. Insurance Coverage for Special Conditions

When the construction is to be accomplished within a public or private right-of-way requiring insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents and employees. Insurance coverage for special conditions, when required, shall be provided as set forth in the Special Provisions.

ARTICLE 41. Cleaning Up

The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises and will remove all items of personal property such as all tools, construction equipment and machinery, and surplus materials, and further will leave the site broom-clean and ready for occupancy by the Owner. The Contractor will restore to the original condition those portions of the Work site not designated for alteration by the Contract Documents.

ARTICLE 42. Owner's Right to Stop or Suspend Work

42.1 If the Work is defective, or the Contractor fails to supply sufficiently skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors, or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

42.2 The Owner may, at any time and without cause, suspend the Work or any portion thereof, for a period of not more than one hundred eighty (180) days by notice in writing to the Contractor and the Engineer which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed.

ARTICLE 43. Owner's Right to Terminate

43.1 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors, or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) Calendar Days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated into a Change Order.

43.2 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor or his Surety then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor or his Surety from liability.

43.3 Upon seven (7) Calendar Days written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor and Engineer shall be paid for all Work executed and any expense sustained plus a reasonable profit.

ARTICLE 44. Contractor's Right to Terminate

If, through no act or fault of the Contractor, the Work is suspended for a period of more than one hundred eighty (180) Calendar Days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any application for payment within thirty (30) Calendar Days after it is submitted, or the Owner fails to pay the Contractor any sum approved by the Engineer within sixty (60) Calendar Days of its approval and presentation, then the Contractor may, upon seven (7) Calendar Days written notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed.

ARTICLE 45. Miscellaneous

45.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

45.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and in particular but without limitation, the warranties, guarantees, and obligations imposed upon the Contractor and the rights and remedies available to the Owner and Engineer thereon, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

45.3 The Contract Documents shall be governed by the law of the place where the Project is located.

45.4 Except as otherwise provided, or approved in writing, Contractor shall not assign this Agreement or sublet it as a whole without the written consent of the Owner; nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Owner. Owner may, however, assign this Agreement to any other party or entity, provided Owner continues to be responsible for the performance by such assignee of all undertakings of the Owner hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

45.5 Contractor shall treat all information relating to the Project and all information supplied to the Contractor by the Owner and/or Engineer as confidential and propriety information of the Owner and/or Engineer and shall not permit its release to any other parties or make any public announcement or any publicity releases without the Owner's written authorization. Contractor shall also require Subcontractors and vendors to comply with this Agreement.

45.6 In performing its obligations hereunder, Contractor shall be deemed an independent Contractor and not an agent or employee of Owner and/or Engineer. Contractor shall have the exclusive authority to manage, direct and control the Work subject to the terms and conditions of this Agreement and approval of Owner and/or Engineer as provided herein. Owner is interested in only the results obtained and not in the methods used in achieving the results.

Public Works Committee

5. 2.

Meeting Date: 08/15/2011

By: Tim Himmer, Engineering/Public Works

Title:

Update on Recent Storm and Flooding Complaints

Background:

Over the past couple of months, with all the significant rainfall events, staff has received several calls related to flooding concerns throughout the City. We have worked hard at responding to all calls, and addressing the items identified. Attached is a summary of the calls received, and associated actions that have taken place to date. We have attempted to classify the issues into 3 categories:

1. Those that require no further action. They have been evaluated and corrected, or do not need correcting because the water is contained within a dedicated drainage & utility easement (functioning as designed).
2. Those that require additional investigation and evaluation before approaching the Council with a recommendation for corrective actions.
3. Those that have an identified recommendation for immediate action.

Attached is a summary of the items identified and a corresponding location map.

Notification:

Observations:

Staff wanted to provide the Council with an update of the items that have been identified, and summarize how these issues have been handled to date. We are seeking feedback (if any) on the items resolved, input on potential items to investigate or consider when evaluating the remaining outstanding items, and direction on the immediate fixes that have been identified for corrective actions.

Also, for informational purposes, I have attached a precipitation summary of the entire state that shows the amount of rain received in the 4 month period from April 1st to August 1st of this year. This exhibit shows that the City of Ramsey has received almost twice as much rainfall over this 4 month period as compared to the statewide average since these records began being collected. It also shows that we are one of the top three areas for amount of rainfall received during this 4 month period.

Funding Source:

The Capital Improvement Program (CIP) lists a \$75,000 annual expenditure for the next 5 years to address city wide drainage enhancements. Other projects have previously been identified for corrective action, and those will be evaluated with some of the items on the attached summary list for prioritization and potential improvements; these will be brought back at a future date for Council consideration.

Staff Recommendation:

Staff recommends that the Public Works Committee recommend to the City Council the authorization for staff to prepare the necessary plans and specifications, and receive quotes, to address the immediate corrective actions identified on the attached summary. Staff is also seeking direction on the other items identified for potential corrective action.

Committee Action:

Motion to authorize staff to prepare the necessary plans and specifications, and solicit quotes, for the recommended drainage corrections.

Attachments

Summary of Concerns and Actions

Location Map

Statewide Precipitation Information

Form Review

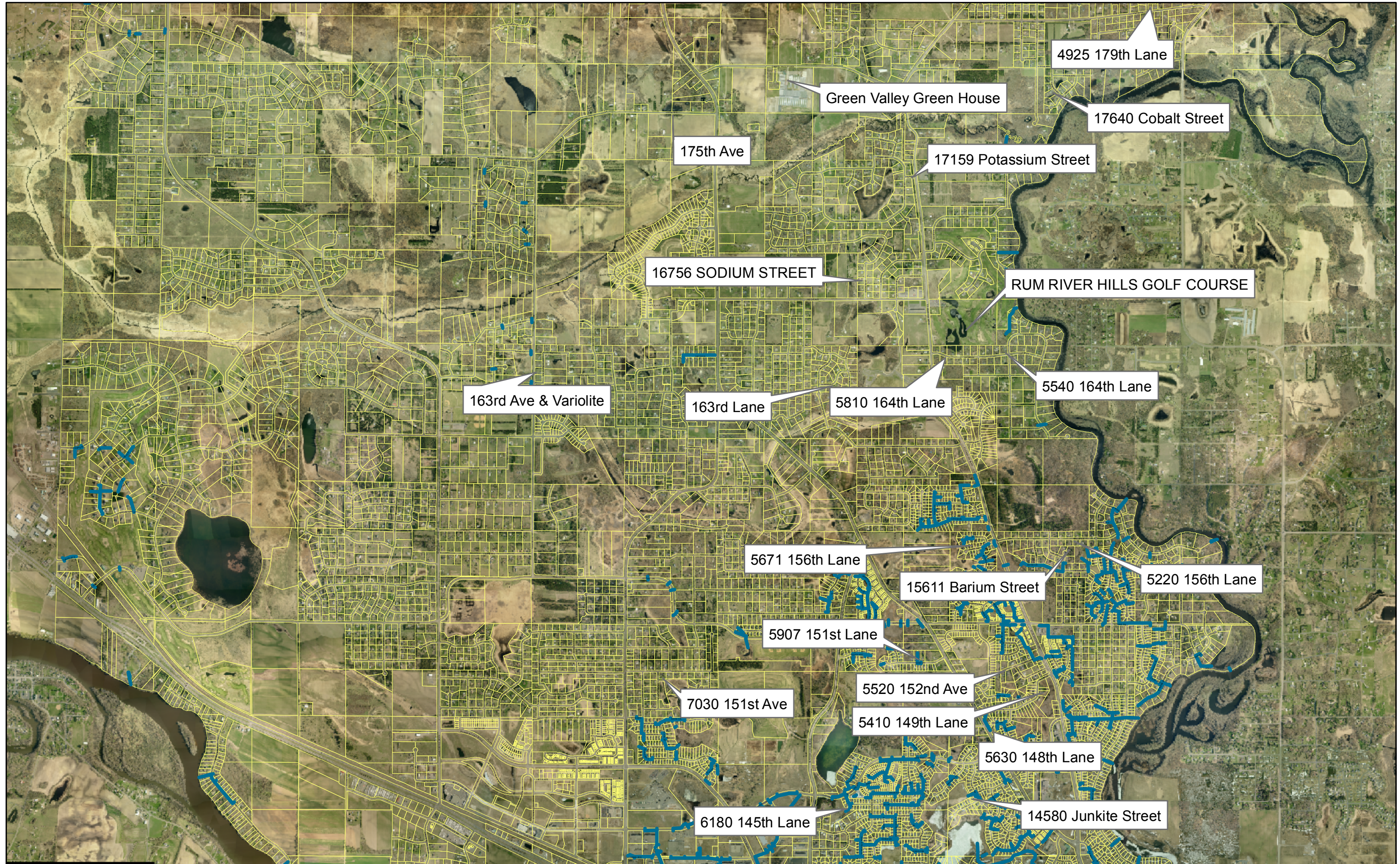
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Brian Olson	Brian Olson	08/11/2011 04:44 PM
Kurt Ulrich	Kurt Ulrich	08/11/2011 04:49 PM
Form Started By: Tim Himmer		Started On: 08/10/2011 03:03 PM
	Final Approval Date: 08/11/2011	

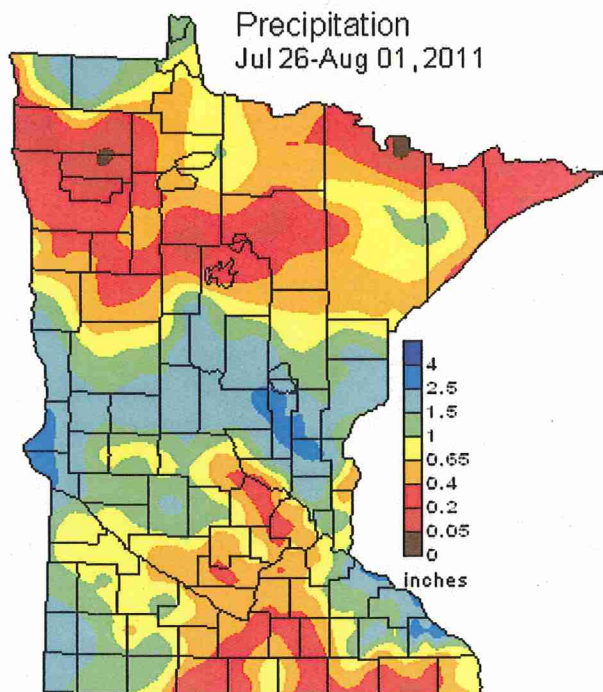
July 2011 Stormwater Visits

Address	Owner	Observations	Update	Potential Solutions
17159 Potassium Street	Stromenger, Tom & Trish	Water standing in back yard, lower than drainfield. Some water inside under front step. Water visible under floor in back through open plumbing trench. Observation of yard indicated grades slope towards house in several locations corresponding to water observed inside. Backyard drains to Fox Park. Fox Park Boardwalk approaches are under 3" of water, water pushed up through boards while walking on it. No outlet for this wetland.	Advised property owner of potential improvements to improve drainage away from their foundation (fill and/or draitile installation).	Water appears to be contained within the existing drainage & utility easement. Private improvements to improve lot drainage. No further action.
15611 Barium St	Moravetz, Paul & Carolyn	Water standing in back yard, lower than drainfield. Pondered water is in Woodland Green Park	Water contained within existing drainage & utility easement on property. Several trees show signs of stress and may be lost, both on private property (easement) and within the park.	Water appears to be contained within the existing drainage & utility easement. No further action.
5520 152nd Avenue	Gary Solmonson	Street runoff from recently completed paving project flowing down neighbors driveway and settling in low point adjacent to the house.	Corrected neighbors driveway with minimal paving to keep street runoff in the right-of-way and directed to the storm sewer. Property owner installed some natural barriers to slow down and prevent overland flow from neighbors property.	No further action.
5540 164th Lane		Water standing in rear and side lot drainage & utility easement.	Property owner pumped water over roadway into ditch along the north side. City staff cleaned the culvert under 164th, and the ditch to the north to direct water into the adjacent ponding area.	No further action.
4925 179th Lane	Sarah Chamberlain	Experiencing flooding in the basement of the home. No standing surface water; presumably an elevated water table. Property owner wanted to know if we could improve ditch flow and/or install storm sewer into the recently completed work on Ute St.	Instructed home owner that we couldn't assist with an elevated water table, and they should contact Anoka County to discuss ditch drainage in area (County Road 27).	No further action.
5630 148th Lane	Bruce Saba	Standing water in rear yard pond and drainage & utility easement. Concerned water would continue to rise into home.	Water contained within existing drainage & utility easement on property. Verified downstream culverts were open & flowing	No further action.
5671 156th Lane	Candie Hansen	Standing water in rear yard pond and drainage & utility easement. Concerned water would continue to rise into home.	Water contained within existing drainage & utility easements. Staff verified outlet structure and downstream system was free of obstructions.	No further action.
6180 145th Lane		Resident concerned with high water in rear and side yard, encroaching near deck.	It appears as if the deck was built into or near the existing drainage & utility easement. Water is contained within the easement, but may be backing up through the system from Sunfish Lake due to high water conditions.	No further action.
6530 Green Valley Road	Green Valley Greenhouse	Property owner expressed concern with ditch drainage (and wetland discharge from the north) running through the property and causing erosion to their pond outlet prior to discharge to County ditch #27.	County ditch issue (County Road 63)	No further action.
16756 Sodium Street	Kamrowski, Joel & Helen	Split Entry Walkout. Water standing on basement floor during visit. They removed all carpeting and sheet rock on block walls. Water came in at front wall at joint between block and slab. Observation of yard and discussion indicated water from roadside ditch rose and flowed towards house. Minimal grade change between bottom of ditch and grades at house. Potential solution, regrade ditch to drain to south property line, around mound system and into back yard. Backyard has standing water, this is north end of wetland/ storage area. Outlet is culvert under 167th Avenue. Observed Culvert, standing water visible at both ends, wetland south of 167th is Jon Peterson's proposed wetland banking area. It does not have an overland outlet. **** Homeowner is pursuing a claim against City for water damage in basement.	Surface water subsided, but still experiencing water in basement due to high groundwater. Property owner cleaned culvert in front under driveway (severely deteriorated). City verified that the culvert was free of obstructions under 167th, and removed debris from the downstream channel along the west side of Elmcrest Park. The property owner south of 167th is currently evaluating the opportunity to develop wetland banking credits, which would increase downstream capacity, and he is willing to share the results of his hydrologic study for the area.	No rear yard drainage & utility easements present - wetland at low point on adjacent lot to the south (also not encumbered by drainage & utility easement). Re-ditch boulevard areas and/or reshape property to allow pass through drainage to the wetland. Potential for downstream relief if wetland creation/banking project by private property owner is advanced. Additional information and evaluation is necessary to formulate a recommendation.

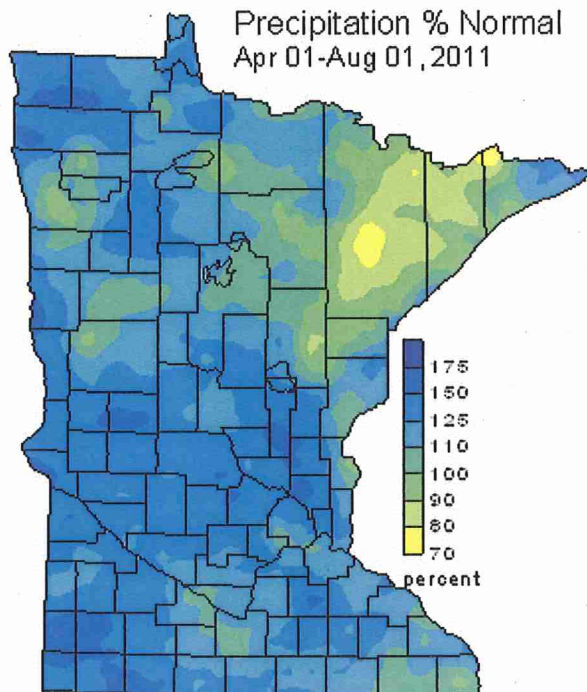
Rum River Hills Golf Course		Water standing on fairways and cart paths. Pipe Flowing 25% full at outfall. Course rented large pump to move water in preparation for event on 7/21. They were making phone calls to contacts seeking prices for installing a second pipe. The route would cross fairways to the ditch on the east side of the course. **** They asked about possible City Participation in the cost of the pipe. I said it would have to be presented to the City Council.	Removed turtles from line, improved flow. The City contracted the televising of the storm sewer lines within the golf course and found several sags in the pipe system that hold water. There is a location in one of the pipes that had extreme root growth intrusion, and the camera could not advance any further downstream.	Additional information and evaluation is necessary to formulate a recommendation.
5220 156th Lane	Jason & Ruth Obermaier	Water standing in back yard over existing drain field of septic system. Discussed on a couple of occasions with Council related to options for short term septic fix, and long term downstream drainage options.	Currently working with property owner on offer to connect them to municipal sanitary sewer - based upon Council direction.	Going through a separate process to resolve the immediate concern related to the septic system. Will continue evaluating the downstream system for potential improvements, and bring back at a future date for discussion.
5410 149th Lane	Rocky Belmonte	Water standing in back yard; appears to be slightly outside existing drainage & utility easement due to private property modifications (regrading and installation of a retaining wall).	Staff lowered the outlet from the adjacent wetland area under TH 47. Received a petition from area property owners requesting review of drainage problem - this will be brought to the City Council on August 23rd.	For the most part water appears to be contained within the existing drainage & utility easement. Awaiting Council direction on how to respond to attached resident request.
5907 151st Lane	Chris & Karla Weiss	Standing water in rear yard pond and drainage & utility easement. Concerned water would continue to rise into home.	Staff will need to perform field surveying to verify house and overflow elevations, as it appears the structure was built lower than proposed.	Clean overland overflow area to provide 1' of freeboard from lowest opening.
7030 151st Avenue	Penny Laganieri	Concerned that ditch across the street was filled and now water flows over the road through their property causing erosion. Also has water in rear yard adjacent to ponding area.	Appears water was slightly outside of drainage & utility easement. Verified downstream culverts were open & flowing.	This area is adjacent to the park and was constructed over wetland fill. Water table too high in area.
17640 Cobalt Street		Contacted regarding standing water in the front yard and encroaching onto the roadway.	Staff cleaned the culvert in the area, which was old and slightly deteriorated	Consider replacing culvert with future street maintenance activities in the area.
163rd Avenue & Variolite Street		Water standing in ditch		Evaluate & review existing culvert crossing for possible corrective action.
5810 164th Lane		Water standing in front yard, and encroaching on the roadway.	Low point in ditch along roadway. Staff pumped water over road to existing drainage & utility easement on north side of road.	Install culvert under roadway.
175th Avenue (W. of Nowthen Blvd.)		High water in pond to the south overflows the road to a pond on north side; no culvert crossing under road.	Staff pumped water over road in short term to keep travel lanes open.	Investigate County design of improvements, prior to turn back, to determine whether a culvert was supposed to be installed. If not, install a culvert under the road.
14580 Junkite Street	Molly Bauch	Standing water in rear yard pond and drainage & utility easement. Concerned water would continue to rise into home.	Overland overflow from original grading plan not executed; the trail installation was too high & does not allow for overland flow to the adjacent wetland in the park. Staff initially pumped water over the trail and advised resident we would consider a storm sewer improvement to place a culvert under the trail and/or lower the trail to provide the overland relief as designed.	Install culvert under trail and/or lower trail to provide 1' of freeboard from lowest opening.
6310 163rd Lane		Contacted regarding standing water in the front yard and encroaching onto the roadway.	Staff cleaned the culvert in the area, which was old and extremely deteriorated	Replace existing culvert under roadway

DRAINAGE CONCERNS PW 8-15-11

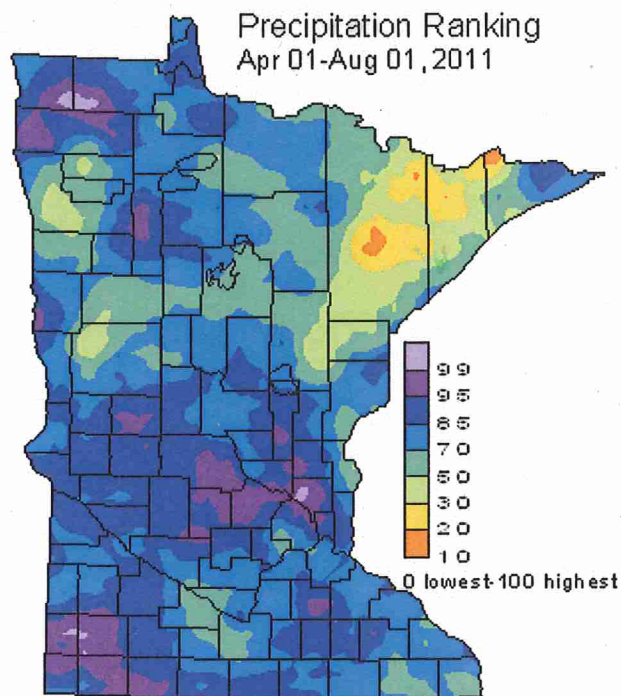




DNR EcoWat - State Climatology Office, 08-01-2011



DNR EcoWat - State Climatology Office, 08-01-2011



DNR EcoWat - State Climatology Office, 08-01-2011

Ranking maps explained



[Return to Minnesota Climatology Working Group Main Page](#)

Comments/Questions

URL: http://climate.umn.edu/doc/weekmap/weekmap_110725.htm

Last modified: August 1, 2011

Public Works Committee

5. 3.

Meeting Date: 08/15/2011

By: Tim Himmer, Engineering/Public Works

Title:

Discuss Grading Permit Requirements

Background:

Section 117-359 of City code deals with grading, mining and filling permits (see attached). Currently the City requires an interim use permit (IUP) for all grading activities within the City that:

1. are not part of a larger development scenario/permit
2. are incidental to a public construction project
3. cut more than 3', or fill more than 2' on an individual residential lot
4. excavate more than 400 CY of soil

From time to time staff receive requests from property owners that would like to fill a low spot, excavate a pond, or reshape their property. While these scenarios may trigger the need for an interim use permit, are they severe enough to cause them to go through the public process and provide the information required in code? Permit submittals include items such as securities/escrows, topographic surveys, grading and erosion control plans, dust and noise control plans, restoration plan, analysis of earth materials to be used, insurance, etc. These requirements could be onerous on the property owner and result in the work taking place without City knowledge, or deter the work from being performed at all. There are also situations where a developer could request a grading permit in advance of the overall site improvements to get a jump start on the project or defer some costs to subsequent years.

We currently do not have a process in place to address these types of situations, so staff is looking for input from the Council on whether there should be a separate process to address these types of scenarios.

Notification:

Observations:

Appendix E of the State Building Code (attached) addresses grading, and provides the information required for such permitting. To date the City has not adopted this appendix, so we are currently not operating under these standards.

Also attached is information obtained from the City of Maple Grove, which outlines their process for administering grading permits. As you can see the fees appear to be minimal, but there are requirements for topographical submittals.

The City could also chose to process a grading permit administratively under a site/building permit but we would then have to develop the process and standards to abide by; which would include required submittals, fees, securities, etc. This could be accomplished with a nominal application fee and then establishment of an escrow (similar to an IUP). The review and inspection charges would be for actual time spent administering the permit only, and all remaining funds would be returned to the applicant.

Funding Source:

Funding for development of a grading permit process would be handled with staff time.

Staff Recommendation:

Staff recommends the institution of an administrative permit process. We are looking for input from the Council on fee structure and submittal requirements.

Committee Action:

Motion to institute an administrative grading permit process.

Attachments

Section 117-359 of City Code

State Building Code Appendix E

Maple Grove Requirements

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	08/11/2011 11:36 AM
Kurt Ulrich	Kurt Ulrich	08/11/2011 03:44 PM
Form Started By: Tim Himmer		Started On: 08/10/2011 11:04 AM
	Final Approval Date: 08/11/2011	

Sec. 117-359. - Grading, mining and filling permits.

- (a) *Purpose.* The purpose of this section is to safeguard life, limb, property and the public welfare by controlling grading, mining, and filling operations so as to minimize conflicts with adjacent land uses, to preserve good soils and to regulate the type of materials used in filling operations, and to ensure that disturbed areas are restored upon completion of the operation.
- (b) *Scope.* This section sets forth rules and regulations to control grading, mining, excavation, and earthwork construction including fills and embankments, establish the administrative procedure for issuance of permits, and provides for approval of plans and inspection of grading construction.
- (c) *Exceptions.* This section shall not apply to:
- (1) The excavation, removal, or storage of rock, sand, dirt, gravel, clay, black dirt, peat, or other like material for the purpose of compliance with a grading plan approved as part of a subdivision plat, site plan, or planned unit development, if said plat, site plan or planned unit development does not require the exporting of earth material, or for the purpose of the yard, foundation, or basement of a building in the process of being erected, built, or placed thereon contemporaneously with, or immediately following, such excavation, removal or storage.
 - (2) The excavation, removal, or storage of rock, sand, dirt, gravel, clay, black dirt, peat, or other like material by a public agency incidental to the construction or maintenance of streets or utilities.
 - (3) Grading of individual residential lots by less than three feet in depth, filling of less than two feet at any point and which does not interfere with surface drainage in the area.
 - (4) Excavations that require removal of less than 400 cubic yards of earth material.
- (d) *Administration.*
- (1) An interim use permit shall be required for all grading, mining and filling operations as required herein. Said permit shall be applied for pursuant to section 117-52 and issued for a maximum period of three years, after which a permit renewal is required. Permit renewal requests shall be processed as an original request for an interim use permit.
 - (2) The following operations shall be covered by this section: the removal, crushing, borrowing, filling and excavation of earth material.
 - (3) The costs to the city of the continuous administration of any interim use permit issued herein shall be paid by the permit holder. In order to insure payment, the operator shall deposit with the city an escrow sum in an amount specified by the city engineer. Said escrow deposit will then be used to defray the city's expenses in the continuing administration of the interim use permit. In the event the escrow fund is not properly funded, as described in this subsection (d)(3), the operator shall cease and further operations and the interim use permit will be deemed suspended until the proper sums have been deposited into the escrow fund. These costs are in addition to any security requirements of the interim use permit.
 - (4) Application for the interim use permit shall be made in writing to the council on such form as the council may from time to time designate, and shall include the following information:
 - a. Names and address of the applicant, operator and owner of the land.
 - b. The purpose of the permit.
 - c. The exact legal description and acreage of the property to be graded, mined or filled.
 - d. The following maps of the entire work site and including all areas within 350 feet of the work site. All maps shall be drawn at a scale of one inch to 100 feet unless otherwise stated below:
 1. Map 1: existing work site conditions to include:
 - (i) Contour map (two-foot intervals);
 - (ii) Existing vegetation;
 - (iii) Existing drainage and permanent water areas;
 - (iv) Existing structures;
 - (v) Existing wells; and
 - (vi) Water table elevations.
 2. Map 2: proposed operations to include:
 - (i) Location of work sites to be graded, mined or filled showing elevations of each stage of proposed operations;
 - (ii) Location of storage of mined materials, showing maximum height of storage deposits;
 - (iii) Location of vehicle parking, and access roads;
 - (iv) Location and description of erosion and sediment control structures;
 - (v) Location of any proposed dewatering operations.
 3. Map 3: end use plan to include:
 - (i) Final grade of proposed work site showing elevations and contour lines at two-foot intervals;
 - (ii) Location and species of vegetation to be planted;
 - (iii) Phasing plan; and
 - (iv) Stormwater drainage plan.
 4. Map 4: location of designated hauling roads from work site to a state or federal highway.
 - e. A soil erosion and sediment control plan.
 - f. A plan for dust and noise control.
 - g. A full and adequate description of all phases of the proposed operation to include an estimate of duration of the grading, mining or filling operation, location and approximate acreage of each stage and schedule for restoration.

- h. A rehabilitation or restoration plan providing for the orderly and continuing rehabilitation of all excavated land. Such plan shall illustrate, using appropriate photographs, maps, and surveys drawn to a scale of one inch equals 100 feet and with a two-foot contour interval satisfactory to the engineer, the following:
 - 1. The final or planned contours of the land when the mineral removal operations are completed.
 - 2. Those areas of the work site that will be used for storage of top soil and overburden.
 - 3. The elevation and location of all water bodies.
 - i. Location of any and all existing wells and the size and depth thereof located on the work site.
 - j. Location and description of any proposed dewatering operations.
 - k. An analysis of the earth material to be used in the filling, which analysis shall include the following:
 - 1. pH content.
 - 2. Organic material content.
 - 3. Determination of the presence or lack of hazardous substances as defined by the Minnesota Pollution Control Agency.
 - l. The analysis as required herein shall be certified by a qualified testing laboratory.
 - m. Any other information requested by the city staff, planning commission or council.
- (e) *Performance standards.*
- (1) *General provisions.*
 - a. Weeds and other unsightly or noxious vegetation shall be cut or trimmed as may be necessary to preserve a reasonably neat appearance of the work site and to minimize seeding on adjacent property.
 - b. All equipment used for grading mining or filling operations shall be maintained and operated in such a manner as to minimize, as far is practicable, noises, dust and vibrations adversely affecting surrounding properties. In addition, all machinery shall be kept in good repair and painted regularly. Abandoned machinery and rubbish shall be removed from the work site regularly.
 - c. All hauling operations shall be completed so as to minimize noise, safety and dust concerns to adjacent residential properties.
 - d. All grading, mining and filling work sites shall be properly safeguarded to prevent the general public from depositing garbage or other refuse in the work site.
 - e. All structures that are not being used shall be removed from the work site.
 - f. Existing tree and ground cover shall be preserved to the extent feasible, maintained and supplemented by selective cutting, transplanting and replanting of trees, shrubs and other ground cover along all setback areas.
 - (2) *Water resources.*
 - a. The grading, mining or filling operation shall be conducted in such a manner as to minimize interference with the surface water drainage outside of the boundaries of the operation.
 - b. Excavation occurring below groundwater elevation may require an analysis performed by a hydrologist or other qualified professional. Such analysis shall address whether the proposed excavation shall have a significant impact on the adjacent groundwater quantity and quality. In general, excavations less than 15 acres shall be exempt from this requirement unless there is evidence of clay lenses or perched water table adjacent to the excavation, in which case some analysis may be required.
 - (3) *Safety fencing.* Safety fencing may be required around all or portions of the grading, mining or filling operation at the discretion of the council. Fencing may be ordered by the council or city engineer any time the permit is in force and shall be installed within 24 hours' written notice.
 - (4) *Access roads.*
 - a. The location of the intersection of mining, grading or filling access roads with any public roads shall be selected such that traffic on the access roads will have sufficient distance of public roads in view so that any turns onto the public road can be completed with a margin of safety as determined by the city engineer.
 - b. All access roads from grading, mining or filling operations to public highways, roads or streets shall be maintained in order to minimize dust considerations.
 - (5) *Fill materials.* An analysis of all fill materials must be provided to and approved by the city engineer prior to commencing any filling activities. No filling materials shall be permitted which in the opinion of the city engineer would be undevelopable or create substandard soils.
 - (6) *Screening barrier.* To minimize problems of dust and noise and to shield operations from public view, a screening barrier may be required between the work site and adjacent properties. A screening barrier may also be required between the work site and any public roads located within 500 feet of any grading, mining or filling operations. The screening barrier shall be planted with a species of fast growing trees, and where practical, stockpiles of overburden materials shall be used to screen the operation work site.
 - (7) *Slopes.* The maximum permitted slope for any grading, mining or filling operation other than the working face shall be sloped on all sides at a maximum ratio of two feet horizontal to one foot vertical, unless a steeper slope shall be approved by the engineer. In no case shall the slope of the working face of the operation be left unattended with a slope greater than two feet horizontal to one foot vertical. Where excavations are adjacent to a public roadway or other right-of-way, the excavation shall have a maximum four to one slope. Slopes adjacent to or contiguous to bodies of water shall be sloped at a maximum of five to one.
 - (8) *Setback.* Grading, mining or filling operation shall not be conducted closer than 30 feet to the right-of-way line of any existing or platted street, road or highway, except that excavating may be conducted within such limits in order to reduce or raise the elevation thereof in conformity to the existing or platted street, road or highway.
 - (9) *Security agreement.* Prior to commencing any grading, mining or filling operations, a performance bond, cash escrow or irrevocable letter of credit, in such form and amounts as the city may require, shall be deposited with the city. The amount of

this deposit shall vary according to the scope and duration of the project and shall be established by the council. This deposit may be used by the city to: pay for the cost and expense of repairing any public rights-of-way due to the grading, mining or filling operation; pay for any costs associated in administering the requirements of this chapter; and to pay for any restoration of the work site not properly restored upon completion. This security shall be used by the city only in the event that the permit holder fails to pay bills submitted for costs incurred by the city.

- (10) *Earth material.* No earth material shall be imported to or exported from the work site until the haul road has been officially designated as a haul road by the city and all materials hauled from the source shall be hauled over that road. The haul road designation process shall be pursuant to section 2051.3 of the state department of transportation's Standard Specifications for Construction, 1983 Edition.
- (f) *Insurance.* The applicant shall file with the administrator a liability insurance policy or certificate of such insurance acceptable to the city and issued by an insurance company authorized to do business in the state.
- (1) The policy shall be an all-perils or general liability insurance policy in the minimum amount of \$1,000,000.00. The policy shall name the city as an additional insured. The policy shall require that the city be notified 30 days in advance of cancellation of the policy.
 - (2) Said policy shall be for the full period of the permit and shall provide for the giving of ten days prior notice to the administrator by registered mail of termination, cancellation, or amendment of the policy.
 - (3) In the event said policy is terminated for any reason, the permit shall be automatically suspended upon the day the policy terminates, unless a new policy complying with this section is obtained and filed with the administrator prior to the termination of the policy in force.
- (g) *Regulations and requirements and operating standards.*
- (1) The council as a pre-requisite to the granting of said permit or after such permit has been granted, may impose such further restrictions and requirements as may be reasonable and necessary under the particular circumstances of each application. Such restrictions and requirements may be in contract form with the applicant or any other person interested directly or indirectly in the issuance of such permit.
 - (2) No excavation or digging shall be made beyond the limits for which the particular permit is granted and in no case shall any excavation or digging be made within 30 feet of any adjoining road right-of-way or structure as may be in the area without obtaining specific approval by the council.
 - (3) Where excavations are made within 30 feet of a public roadway or other right-of-way, the permittee shall erect either a suitable guard rail along said right-of-way or roadway or construct a dirt berm not less than 30 inches in height and six feet in width at the base.
 - (4) All reasonable means shall be employed by applicant to reduce dust, noise and nuisances.
 - (5) *Noise.* The maximum noise level at the perimeter of the work site shall be within the limits set by the Minnesota Pollution Control Agency and the Environmental Protection Agency of the United States.
 - (6) *Hours.* All mining operations shall be conducted between 7:00 a.m. and 8:00 p.m. on weekdays only unless otherwise specifically approved by the city engineer or their agent.
 - (7) *Explosives.* The use and handling of explosives shall be coordinated with the city police department. Blasting shall occur only at hours specified by the police department and at no other time.
 - (8) *Dust.* Operators shall utilize all practical means to reduce the amount of dust caused by the operation. In no case shall the amount of dust or other particulate matter exceed the standards established by the MPCA. No operations shall be allowed when wind gusts exceed 30 miles per hour.
 - (9) *Water pollution.* Operators shall comply with all applicable Minnesota Pollution Control Agency regulations and federal and Environmental Protection Agency regulations for the protection of water quality. No waste products or process residue, including untreated washwater, shall be deposited in any lake, or natural drainage system, except that lakes or ponds wholly contained within the extraction site may be so utilized.
 - (10) *Top soil preservation.* All top soil shall be retained at the work site until complete rehabilitation of the work site has taken place according to the rehabilitation plan.
 - (11) *Designated haul routes* shall be maintained by the operator in accordance with state department of transportation's Specification 2051.4 as found in the state department of transportation Standard Specifications for Construction, 1983 Edition.
- (h) *Dangerous operations.* The operators shall change, alter or modify immediately any excavation or operation therein deemed by the council to be unsanitary or dangerous or polluted or contrary to the general health and welfare of the community.
- (i) *Designation of haul roads and traffic law compliance.* Material of the kinds and for the purposes described herein shall not be hauled from any source until the haul road from that source has been officially designated as a haul road and all materials hauled from the source shall be hauled over that road.
- (1) The operator shall select a haul road over which it is proposed to haul the materials, as previously described, and notify the city engineer as to the road so selected. Within 15 calendar days after being notified of the haul road selection, the city engineer will, if the road so selected is a practicable route, approve that road as a designated haul road.
 - (2) After a haul road has been officially designated, the operator may select a different road for official designation under the same conditions as previously stated. However, any changes made in haul road designation shall not relieve the operator of their obligation of restoring the previously designated haul road if any of the above-described materials were hauled over that road.
 - (3) While hauling operations are in progress, the operator shall maintain the haul road in a condition satisfactory to the city engineer. This work shall include application of water, bituminous material, or calcium chloride to the road surface as may be necessary to alleviate dust nuisance and eliminate traffic hazards. This work shall also include the removal of spillage of any material on the haul road.
 - (4) When hauling operations over any haul road are completed, the operator shall (at their option):
 - a. Restore that haul road to a condition at least equal to that which existed at the time the hauling operations were started; or

- b. Compensate the local road authority in an amount satisfactory to that road authority and concurred in by the city engineer for the restoration of that haul road by the city.
- (5) The fact that other traffic has used the haul road concurrently with the hauling of the above-described materials shall not relieve the operator of their obligation to maintain and restore the haul road as above provided.
- (6) The city engineer's determination as to the kind and amount of maintenance and restoration work required to restore the haul road to a condition equal to that which existed at the time the hauling operations were started shall be final, binding and conclusive.
- (7) When hauling over any designated haul road has been completed and the operator has restored that road or has compensated for that restoration as required, the city engineer will accept such restoration or concur in such financial settlement for the restoration of the haul road (as the case may be) in writing, and such acceptance will relieve the operator of any additional obligation in connection with the restoration of that road.
- (8) If the operator fails or refuses to perform haul road restoration or to make satisfactory financial settlement for such restoration as required within the period specified in a written notice by the city engineer, the city will cause the restoration work to be done and require reimbursement therefor from the operator's surety.
- (9) Operators shall obey all state, county and municipal road limits and other applicable traffic regulations in hauling to and from the work site. Operators shall also restrict trucks hauling to and from the work site to the use of those public highways designated by the permit.
- (j) *Site restoration.* All grading, mining and filling sites shall be restored immediately after operations cease. Restoration shall be complete within 60 days of the cessation of operations. The following standards shall apply to restoration:
- (1) The peaks and depressions of the work site shall be graded and backfilled to a surface which will result in a gently rolling topography in substantial conformity to the land area immediately surrounding the work site and which will minimize erosion due to rainfall. No finished slope shall exceed 12 percent in grade.
- (2) Restoration shall begin after the grading, mining and/or filling of 25 percent of the total area to be mined or five acres, whichever is less. Once these areas have been graded, mined or filled, they shall be sloped and seeded as per the restoration plan.
- (3) Restored areas shall be surfaced with a soil of a quality at least equal to the topsoil of land areas immediately surrounding the work site, and to a depth of at least six inches. The topsoil shall be seeded, sodded, or planted with grasses. Trees and shrubs may also be planted but not as a substitute for grasses. Such planting shall adequately retard soil erosion.
- (4) The finished grade shall be such that it will not adversely affect the surrounding land or future development of the work site and shall be consistent with the end use plan.
- (5) Within 30 days after the deposit of approved fill materials, the filled area shall be covered with a minimum of six inches clean fill, and the depth of the fill shall be controlled to blend with the surrounding ground conditions.
- (k) *Existing operations.* Existing grading, mining and filling operations shall comply with these provisions within 180 days following the effective date of the ordinance from which this subsection is derived.
- (Code 1978, § 9.11.12; Ord. No. 87-9, 1-11-1988; Ord. No. 97-15, 12-1-1997; Ord. No. 01-15, 7-30-2001; Ord. No. 03-30, 9-15-2003)

APPENDIX E

GRADING

The provisions contained in this appendix are from Appendix J of the 2006 IBC and not mandatory unless specifically referenced in the adopting ordinance.

SECTION J101 GENERAL

J101.1 Scope. The provisions of this chapter apply to grading, excavation and earthwork construction, including fills and embankments. Where conflicts occur between the technical requirements of this chapter and the soils report, the soils report shall govern.

J101.2 Flood hazard areas. The provisions of this chapter shall not apply to grading, excavation and earthwork construction, including fills and embankments, in floodways within flood hazard areas established in Section 1612.3 or in flood hazard areas where design flood elevations are specified but floodways have not been designated, unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed work will not result in any increase in the level of the base flood.

SECTION J102 DEFINITIONS

J102.1 Definitions. For the purposes of this appendix chapter, the terms, phrases and words listed in this section and their derivatives shall have the indicated meanings.

BENCH. A relatively level step excavated into earth material on which fill is to be placed.

COMPACTION. The densification of a fill by mechanical means.

CUT. See Excavation.

DOWN DRAIN. A device for collecting water from a swale or ditch located on or above a slope, and safely delivering it to an approved drainage facility

EROSION. The wearing away of the ground surface as a result of the movement of wind, water or ice.

EXCAVATION. The removal of earth material by artificial means, also referred to as a cut.

FILL. Deposition of earth materials by artificial means.

GRADE. The vertical location of the ground surface.

GRADE, EXISTING. The grade prior to grading.

GRADE, FINISHED. The grade of the site at the conclusion of all grading efforts.

GRADING. An excavation or fill or combination thereof.

KEY. A compacted fill placed in a trench excavated in earth material beneath the toe of a slope.

SLOPE. An inclined surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance.

TERRACE. A relatively level step constructed in the face of a graded slope for drainage and maintenance purposes.

SECTION J103 PERMITS REQUIRED

J103.1 Permits required. Except as exempted in Section J103.2, no grading shall be performed without first having obtained a permit therefor from the building official. A grading permit does not include the construction of retaining walls or other structures.

J103.2 Exemptions. A grading permit shall not be required for the following:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, and that such grading will not adversely affect adjoining properties.
2. Excavation for construction of a structure permitted under this code.
3. Cemetery graves.
4. Refuse disposal sites controlled by other regulations.
5. Excavations for wells, or trenches for utilities.
6. Mining, quarrying, excavating, processing or stockpiling rock, sand, gravel, aggregate or clay controlled by other regulations, provided such operations do not affect the lateral support of, or significantly increase stresses in, soil on adjoining properties.
7. Exploratory excavations performed under the direction of a registered design professional.

Exemption from the permit requirements of this appendix shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

**SECTION J104
PERMIT APPLICATION AND SUBMITTALS**

J104.1 Submittal requirements. In addition to the provisions of Section 105.3, the applicant shall state the estimated quantities of excavation and fill.

J104.2 Site plan requirements. In addition to the provisions of Section 106, a grading plan shall show the existing grade and finished grade in contour intervals of sufficient clarity to indicate the nature and extent of the work and show in detail that it complies with the requirements of this code. The plans shall show the existing grade on adjoining properties in sufficient detail to identify how grade changes will conform to the requirements of this code.

J104.3 Soils report. A soils report prepared by registered design professionals shall be provided which shall identify the nature and distribution of existing soils; conclusions and recommendations for grading procedures; soil design criteria for any structures or embankments required to accomplish the proposed grading; and, where necessary, slope stability studies, and recommendations and conclusions regarding site geology.

Exception: A soils report is not required where the building official determines that the nature of the work applied for is such that a report is not necessary.

J104.4 Liquefaction study. For sites with mapped maximum considered earthquake spectral response accelerations at short periods (S_s) greater than 0.5g as determined by Section 1613, a study of the liquefaction potential of the site shall be provided, and the recommendations incorporated in the plans.

Exception: A liquefaction study is not required where the building official determines from established local data that the liquefaction potential is low.

**SECTION J105
INSPECTIONS**

J105.1 General. Inspections shall be governed by Section 109 of this code.

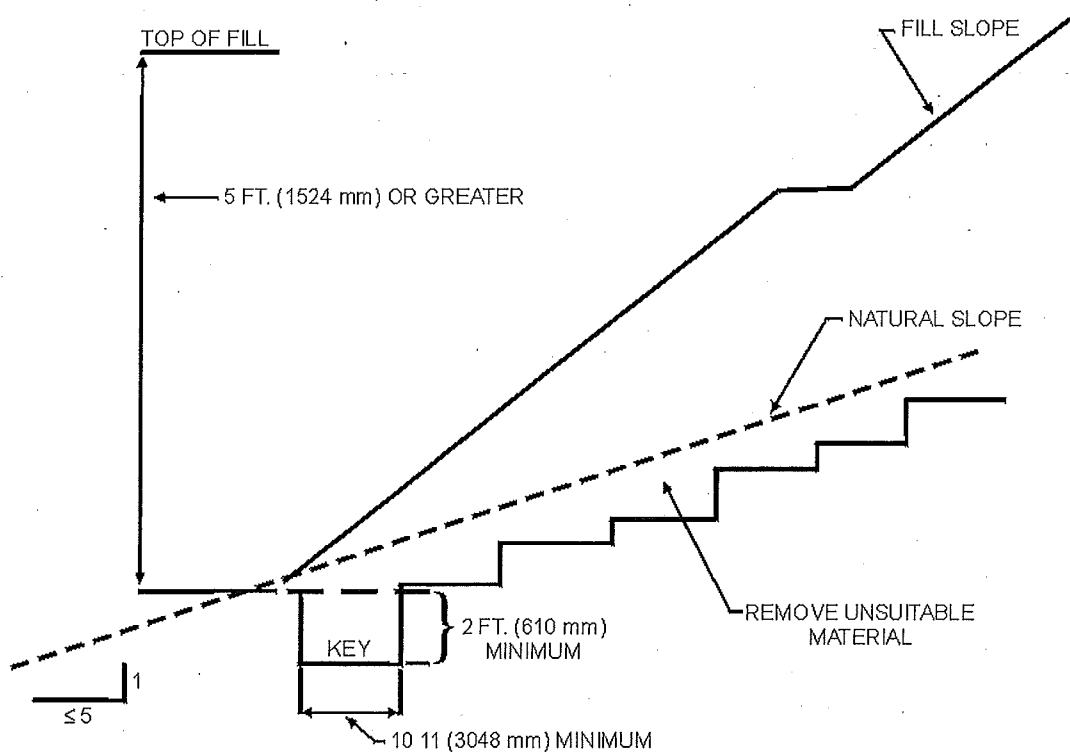
J105.2 Special inspections. The special inspection requirements of Section 1704.7 shall apply to work performed under a grading permit where required by the building official.

**SECTION J106
EXCAVATIONS**

J106.1 Maximum slope. The slope of cut surfaces shall be no steeper than is safe for the intended use, and shall be no steeper than 2 horizontal to 1 vertical (50 percent) unless the applicant furnishes a soils report justifying a steeper slope.

Exceptions:

1. A cut surface may be at a slope of 1.5 horizontal to 1 vertical (67 percent) provided that all the following are met:
 - 1.1. It is not intended to support structures or surcharges.
 - 1.2. It is adequately protected against erosion.



For SI: 1 foot = 304.8 mm.

**FIGURE J107.3
BENCHING DETAILS**

- 1.3. It is no more than 8 feet (2438 mm) in height.
- 1.4. It is approved by the building official.
2. A cut surface in bedrock shall be permitted to be at a slope of 1 horizontal to 1 vertical (100 percent).

SECTION J107 FILLS

J107.1 General. Unless otherwise recommended in the soils report, fills shall conform to provisions of this section.

J107.2 Surface preparation. The ground surface shall be prepared to receive fill by removing vegetation, topsoil and other unsuitable materials, and scarifying the ground to provide a bond with the fill material.

J107.3 Benching. Where existing grade is at a slope steeper than 5 horizontal to 1 vertical (20 percent) and the depth of the fill exceeds 5 feet (1524 mm) benching shall be provided in accordance with Figure J107.3. A key shall be provided which is at least 10 feet (3048 mm) in width and 2 feet (610 mm) in depth.

J107.4 Fill material. Fill material shall not include organic, frozen or other deleterious materials. No rock or similar irreducible material greater than 12 inches (305 mm) in any dimension shall be included in fills.

J107.5 Compaction. All fill material shall be compacted to 90 percent of maximum density as determined by ASTM D 1557, Modified Proctor, in lifts not exceeding 12 inches (305 mm) in depth.

J107.6 Maximum slope. The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes steeper than 2 horizontal to 1 vertical (50 percent) shall be justified by soils reports or engineering data.

SECTION J108 SETBACKS

J108.1 General. Cut and fill slopes shall be set back from the property lines in accordance with this section. Setback dimensions shall be measured perpendicular to the property line and shall be as shown in Figure J108.1, unless substantiating data is submitted justifying reduced setbacks.

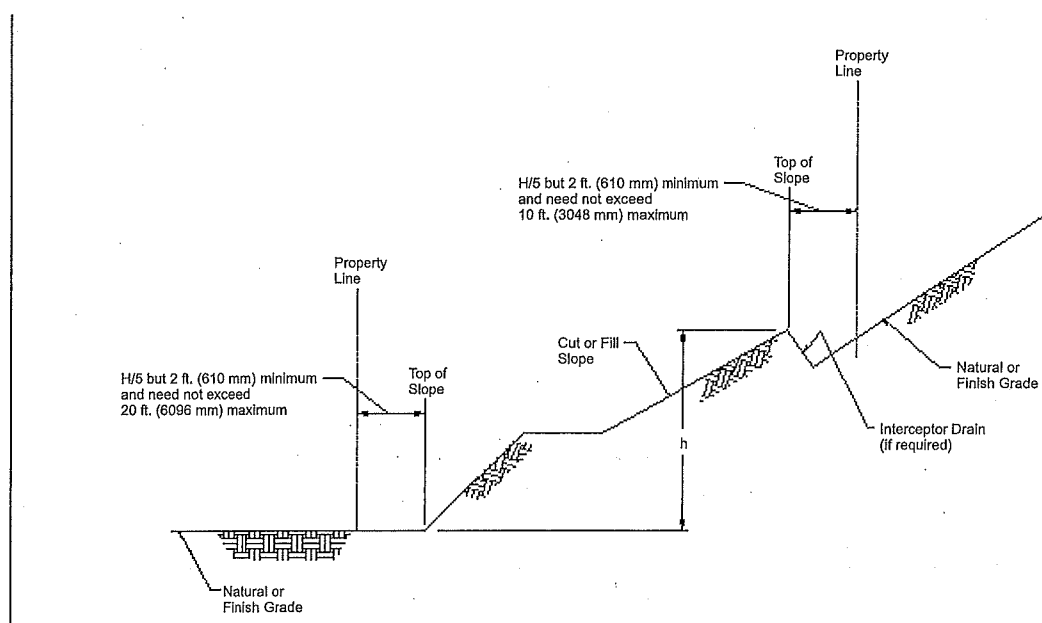
J108.2 Top of slope. The setback at the top of a cut slope shall not be less than that shown in Figure J108.1, or than is required to accommodate any required interceptor drains, whichever is greater.

J108.3 Slope protection. Where required to protect adjacent properties at the toe of a slope from adverse effects of the grading, additional protection, approved by the building official, shall be included. Such protection may include but shall not be limited to:

1. Setbacks greater than those required by Figure J108.1.
2. Provisions for retaining walls or similar construction.
3. Erosion protection of the fill slopes.
4. Provision for the control of surface waters.

SECTION J109 DRAINAGE AND TERRACING

J109.1 General. Unless otherwise recommended by a registered design professional, drainage facilities and terracing shall be provided in accordance with the requirements of this section.



For SI: 1 foot = 304.8 mm.

FIGURE J108.1
DRAINAGE DIMENSIONS

Exception: Drainage facilities and terracing need not be provided where the ground slope is not steeper than 3 horizontal to 1 vertical (33 percent).

J109.2 Terraces. Terraces at least 6 feet (1829 mm) in width shall be established at not more than 30-foot (9144 mm) vertical intervals on all cut or fill slopes to control surface drainage and debris. Suitable access shall be provided to allow for cleaning and maintenance.

Where more than two terraces are required, one terrace, located at approximately mid-height, shall be at least 12 feet (3658 mm) in width.

Swales or ditches shall be provided on terraces. They shall have a minimum gradient of 20 horizontal to 1 vertical (5 percent) and shall be paved with concrete not less than 3 inches (76 mm) in thickness, or with other materials suitable to the application. They shall have a minimum depth of 12 inches (305 mm) and a minimum width of 5 feet (1524 mm).

A single run of swale or ditch shall not collect runoff from a tributary area exceeding 13,500 square feet (1256 m²) (projected) without discharging into a down drain.

J109.3 Interceptor drains. Interceptor drains shall be installed along the top of cut slopes receiving drainage from a tributary width greater than 40 feet (12 192 mm), measured horizontally. They shall have a minimum depth of 1 foot (305 mm) and a minimum width of 3 feet (915 mm). The slope shall be approved by the building official, but shall not be less than 50 horizontal to 1 vertical (2 percent). The drain shall be paved with concrete not less than 3 inches (76 mm) in thickness, or by other materials suitable to the application. Discharge from the drain shall be accomplished in a manner to prevent erosion and shall be approved by the building official.

J109.4 Drainage across property lines. Drainage across property lines shall not exceed that which existed prior to grading. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility. Erosion of the ground in the area of discharge shall be prevented by installation of nonerosive down drains or other devices.

SECTION J110 EROSION CONTROL

J110.1 General. The faces of cut and fill slopes shall be prepared and maintained to control erosion. This control shall be permitted to consist of effective planting.

Exception: Erosion control measures need not be provided on cut slopes not subject to erosion due to the erosion-resistant character of the materials.

Erosion control for the slopes shall be installed as soon as practicable and prior to calling for final inspection.

J110.2 Other devices. Where necessary, check dams, cribbing, riprap or other devices or methods shall be employed to control erosion and provide safety.

SECTION J111 REFERENCED STANDARDS

ASTM D 1557-e01	Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort [56,000 ft-lb/ft ³ (2,700kN-m/m ³)].	J107.6
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Grading Fees (City Code Sec. 16-179)

Grading fees will be based on area disturbed and volume disturbed. Volume disturbed includes fill hauled into the site or excavated material within permit area or combination of both. The grading fees are shown in the following subdivisions:

(1) Grading plan review fees.

50 cubic yards to 100 cubic yards	\$50.00
101 to 1,000 cubic yards	\$50.00 for first 100 cubic yards plus \$50.00 for each additional 100 cubic yards or fraction thereof
1,001 to 10,000 cubic yards	\$500.00 for first 1,000 cubic yards plus \$40.00 for each additional 1,000 cubic yards or fraction thereof
10,001 to 100,000 cubic yards	\$860.00 for first 10,000 cubic yards plus \$50.00 for each additional 10,000 cubic yards or fraction thereof
100,001 to 200,000 cubic yards	\$1,310.00 for first 100,000 cubic yards plus \$30.00 for each additional 10,000 cubic yards or fraction thereof
200,001 cubic yards or more	\$1,580.00 for first 200,000 cubic yards plus \$10.00 for each additional 10,000 cubic yards or fraction thereof

(2) Grading permit fees.

a. Fees for grading permit application based on disturbed areas.

Less than one acre	\$60.00
One acre to 10 acres	\$60.00 for first acre plus \$60.00 for each additional acre or fraction thereof
10.1 to 100 acres	\$600.00 for first 10 acres plus \$30.00 for each additional 10 acres or fraction thereof
Greater than 100 acres	\$870.00 for first 100 acres plus \$10.00 for each additional 100 acres or fraction thereof

b. Fees for grading permits based on volume.

50 cubic yards to 100 cubic yards	\$0.00
101 to 1,000 cubic yards	\$75.00 for first 100 cubic yards plus \$65.00 per each additional 100 cubic yards or fraction thereof
1,001 to 10,000 cubic yards	\$660.00 for first 100 cubic yards plus \$60.00 per each additional 1,000 cubic yards or fraction thereof
10,001 to 100,000 cubic yards	\$1,200.00 for first 10,000 cubic yards plus \$50.00 per each additional 10,000 cubic yards or fraction thereof
100,001 cubic yards or more	\$1,650 for first 100,000 cubic yards plus \$25.00 per each additional 10,000 cubic yards or fraction thereof

Total Grading Permit Fee = Plan Review Fee (1) + Permit Fee (2a. area) + Permit Fee (2b. volume)

- c. No permits or fees are required for grading volumes less than 50 cubic yards.
- d. Changes to a grading plan after a permit is issued will require the applicant to submit the revised plan for review and an additional fee may be required if additional excavation is proposed. The fee collected will be the difference between the revised total permit costs and the original fee amount.

APPLICATION FOR GRADING PERMIT

STATE OF MINNESOTA

COUNTY OF HENNEPIN

To the City Council of the City of Maple Grove in Said County and State:

The undersigned hereby applies for a Permit to grade for the purpose of _____
(grading/excavating/stockpiling) in the City of Maple Grove in said County and State for the term
of _____ months from the date hereof, subject to the laws of Minnesota and the Ordinances of
said City; and herewith tenders \$ _____ as the Permit Fee therefore.

See attached fee schedule.

APPLICANT and/or COMPANY _____

Address _____

Contact Name _____ Phone No. _____

Location of the Grading _____

Purpose of the Grading _____

Cubic Yards of Material to be Graded (sum of cut and fill) _____

Acres of Area to be Graded _____

INFORMATION FOR APPLICANT:

Applicant shall submit plans indicating the existing and proposed elevations of the site as well as
the source and disposal areas of borrow or fill.

Sureties in the amount of \$ _____ required.*

* Amount and type of sureties to be determined by the City of Maple Grove upon the completion
of the review of the application. Sureties shall be submitted prior to issuance of a grading permit.

DATED _____ 20____ Signature of Applicant: _____

For fee information,
see: <http://www.ci.maple-grove.mn.us/content/229/479/2644.aspx>

Site Map and Grading Plan Requirements

The site map and grading plan shall contain all the following information. Specifications shall contain information covering construction and material requirements.

- 1) Existing and proposed topography of the site taken at a contour interval sufficiently detailed to define the topography over the entire site. Ninety percent of the contours shall be accurate within one-half contour interval of the true location.
- 2) Contour lines that extend a minimum of 100 feet off the site, or sufficient to show on- and off-site drainage.
- 3) The site's property lines shown in true location with respect to the plan's topographic information.
- 4) Spot elevations for proposed:
 - a) Lot corners;
 - b) Side yard critical break points where water flows to either front or back of property;
 - c) Arrows indicating direction of flow where slopes are flatter than 2.5%;
 - d) Emergency Overflows (EOFs) for:
 - i) Pond overflow;
 - ii) Street and cul-de-sac overflow;
 - iii) Landscaped basins (typically rear yard basins with a catch basin);
 - iv) Impounded swales that depend upon a storm conveyance system (i.e. pipe or sewer) for drainage;
 - e) Inverts for all points where surface water enters a storm conveyance system;
 - f) Grade elevations at the front and back of each residential structure;
- 5) Elevations of adjacent structures that may be affected by site EOFs and drainage;
- 6) Normal water level and 100-year water level for all ponds and wetlands;
- 7) Location and elevation of floodplains on or within 100 feet of the subject property boundaries;
- 8) Location of wetland delineations;
- 9) Location of wetland and mitigation area buffer signs;
- 10) Label percent slopes of all driveways with a grade of 8 percent or more;
- 11) Location and graphic representation of all existing and proposed natural and manmade drainage facilities.
- 12) Detailed plans of all surface and subsurface drainage devices, walls, cribbing, dams and other protective devices to be constructed with or as a part of the proposed work, together with a map showing the drainage area and the estimated runoff of the area served by any drain.
- 13) Location and graphic representation of proposed excavations and fills, of on-site storage of soil and other earth material, and of on-site disposal.
- 14) Location of proposed final surface runoff and erosion and sediment control measures.
- 15) Quantity of soil or earth material in cubic yards to be excavated, filled, stored or otherwise utilized on-site.
- 16) Outline of the methods to be used in clearing vegetation, and in storing and disposing of the cleared vegetative matter.
- 17) Proposed sequence and schedule of excavation, filling and other land disturbing and filling activities, and soil or earth material storage and disposal.
- 18) Location of any buildings or structures on the property where the work is to be performed and the location of any buildings or structures on land of adjacent owners which are within 50 feet of the property or those buildings or structures which may be affected by the proposed grading operations.

19) Locating of all best management practices (BMPs) including:

- a) Silt fence;
- b) Additional swale and slope breaks for controlling the energy of extended areas surface water flow;
- c) Temporary sedimentation ponds;
- d) Rock construction entrances with a note that acknowledges these features will be inspected daily and frequently maintained.
- e) Catch basin inserts (both street and yard)

Minimum Specifications:

- 1) Maximum grade is 4:1 (H:V).
- 2) Minimum grade is a continuous 2% (not averaged over any length of 10 feet or more).
- 3) Drainage paths should be aligned to property lines whenever possible, and must be located within drainage and utility easements.
- 4) Wetland and wetland buffers must be located within drainage and utility easements.

CC Regular Session

6. 1.

Meeting Date: 09/13/2011

By: Jo Thieling, Administrative Services

Title:

Public Hearing to Consider Request of Wells Catering, Inc. d/b/a Wells Catering for Liquor License at 7533 Sunwood Drive NW

Background:

Wells Catering has a current on-sale and Sunday sales liquor license for 6139 Highway #10 NW. Mr. Wells also has a catering license which allows him to serve liquor from addresses other than his establishment. Mr. Wells is moving/has moved from the current location on Highway 10 to 7533 Sunwood Drive and is asking that his liquor license be reissued to that address. A public hearing notice was published in *The Anoka County Union* as well as posted on the City's website. Mr. Wells has submitted the proper paperwork and staff is recommending approval of a liquor license for Wells Catering at 7533 Sunwood Drive NW.

Funding Source:

N/A

Council Action:

Motion to approve an On-Sale and Sunday Sales Liquor License for Wells Catering, Inc. dba: Wells Catering at 7533 Sunwood Drive NW, Ramsey, Minnesota.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	08/18/2011 03:18 PM
Form Started By: Jo Thieling		Started On: 08/18/2011 11:49 AM
		Final Approval Date: 08/18/2011

CC Regular Session

7. 1.

Meeting Date: 09/13/2011

By: Diana Lund, Finance

Title:

Adopt Resolution Approving Proposed 2012 EDA Levy

Background:

On November 28, 1998 the City Council approved a resolution creating the EDA for the City of Ramsey. The resolution gives all the statutory powers of an Economic Development Authority (EDA) and Housing and Redevelopment Authority (HRA) to the Ramsey EDA.

The EDA budget has been funded primarily through two sources: 1) the HRA/EDA Levy and 2) proceeds from the sale of City/EDA owned property (there is also a small amount of investment income).

The levy is based on the City’s total taxable market value of the preceding year. For payable 2012, the City would be allowed a maximum levy of \$358,882. A significant portion of the levy can be used for personnel services and other operational costs, housing and /or redevelopment costs. The EDA levy can be used to buy property, professional services, marketing activities, and the like.

At the EDA’s monthly meeting on Thursday, August 25, 2011, the EDA authorized a levy of \$169,853. This represents a \$121,852 or a 42% decrease from the 2011 adopted EDA levy of \$291,705.

The proposed levy of \$169,853 would place a \$17.16 tax on a residential home valued at \$200,000.

The enabling resolution adopted in 1998 requires that all recommendations by the EDA be sent to the City Council for approval before any action is taken.

Recommendation:

Based on the recommendation of the EDA to recommend Council approval of the EDA Levy for payable 2012 in the amount of \$169,853.

Funding Source:

2012 EDA levy supports the 2012 EDA Budget which will be formally adopted in December 2011.

Council Action:

Motion to recommend Council Adopt Resolution #11-09-XXX approving the recommendation of the EDA and approve the proposed EDA Levy for Payable 2012 in the amount of \$169,853.

Attachments

Resolution Adopting Proposed 2012 EDA Levy

Form Review

Inbox

Kurt Ulrich

Form Started By: Diana Lund

Reviewed By

Kurt Ulrich

Date

09/08/2011 12:45 PM

Started On: 08/31/2011 11:16 AM

Final Approval Date: 09/08/2011

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #11-09-XXX

RESOLUTION APPROVING THE PROPOSED 2011, PAYABLE 2012, EDA TAX LEVY

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

- 1) That the following proposed levy for certified 2011, payable 2012, be levied upon the taxable property in said City of Ramsey, Anoka County, State of Minnesota for the following purposes:

<u>RECOMMENDED EDA LEVY</u>	\$ 169,853
------------------------------------	------------

TOTAL PROPOSED LEVIES	<u>\$ 169,853</u>
------------------------------	--------------------------

- 2) That the City Clerk be directed to transmit a certified copy of this resolution to the Anoka County Auditor's Office on or before Thursday, September 15, 2011.

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 13th day of September, 2011.

Mayor

ATTEST:

City Clerk

CC Regular Session

7. 2.

Meeting Date: 09/13/2011

By: Diana Lund, Finance

Title:

Adopt Resolution Approving Proposed 2012 Payable Tax Levy

Background:

Proposed 2011 Payable Tax Levy

Proposed Tax Levies:

General Fund Levy	\$7,028,835
EDA Levy (Included in General Levy)	169,853
Debt Service Levy – CIP Bond- (Fire Station #1) (Being Requested)	151,386
Certificates of Indebtedness (2006 Cap Equip Cert) (Being Requested)	185,194
Debt Service Levy – Lease Revenue Bond- (Municipal Center) (Being Requested)	910,215
	\$8,445,483
TOTAL PROPOSED LEVY – 2012	\$8,445,483

The attached resolution, as it is presented, reflects a levy of \$8,445,483. The proposed levy for 2012 reflects a \$316,874 or 3.90% increase from the adopted levy in 2011 of \$8,128,609. With TIF #1 set to decertify December 2011, an estimated \$271,000 of levy value is proposed to come back to the city leaving a net levy increase of \$45,874 or a 0.56% change in levy.

While the proposed levy can always be reduced, it cannot be increased without "higher" level approval through an appeals process.

The proposed levy must be certified to Anoka County by Thursday, September 15, 2011. Therefore, the Council must make a decision at tonights meeting as to the amount of this levy.

Schedule Budget Public Hearing Date:

The Truth in Taxation law was changed in 2009. The City is no longer required to hold a special TNT hearing or to publish a notice of the TNT hearing. In lieu of the eliminated formal TNT hearing, the City is required to hold a regularly scheduled meeting at which the budget and levy will be discussed. The City may adopt the budget and levy immediately following. The public meeting must be held between November 25 and December 27 and held after 6:00 P.M.

Staff is recommending that the public meeting be held at its regularly scheduled meeting of December 13, 2011, with adoption of the 2012 General Fund Budget and levy to immediately follow.

The public meeting date must be certified to Anoka County by Thursday, September 15, 2011; therefore, the City Council must make a decision as to the date selected for the 2012 payable public meeting at tonights meeting.

Recommendation:

Staff recommends Council approval of the city of Ramsey's payable 2012 proposed tax levy in the amount of \$8,445,483 and to schedule the city of Ramsey's budget/levy public meeting on Tuesday, December 13, 2011 at 7:00 P.M.

Funding Source:

None Required.

Council Action:

Motion to recommend Council adopt Resolution #11-09-XXX Approving the Proposed 2011, Payable 2012, Tax Levy.

Attachments

2012 Payable General Levy

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Diana Lund	09/07/2011 01:19 PM
Diana Lund (Originator)	Diana Lund	09/07/2011 01:20 PM
Kurt Ulrich	Kurt Ulrich	09/08/2011 12:48 PM
Form Started By: Diana Lund		Started On: 08/31/2011 11:30 AM
	Final Approval Date: 09/08/2011	

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #11-09-XXX

RESOLUTION APPROVING THE PROPOSED 2011, PAYABLE 2012, TAX LEVY AND SCHEDULE BUDGET PUBLIC MEETING DATE

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

- 1) That the following proposed levies for certified 2011, payable 2012, be levied upon the taxable property in said City of Ramsey, Anoka County, State of Minnesota for the following purposes:

GENERAL LEVY

Fund 101: General Fund - General Operations

Fiscal Disparity Transfer - as estimated	\$ 1,050,000
Collected as Property Tax EDA Levy	169,853
Collected as Property Tax General Levy	<u>5,978,835</u>

\$7,198,688

DEBT SERVICE LEVY

Lease Revenue Bond (collected as property tax):

Municipal Center	910,215
Certificates of Indebtedness	185,194
CIP Bond – Fire Station #1	151,386

1,246,795

TOTAL PROPOSED LEVIES

\$ 8,445,483

- 2) That the City of Ramsey will not be levying the \$357,853.13 related to the \$4,225,000 GO Improvement Bond, Series 2005B, as per Joint Powers Agreement with Anoka County. Anoka County is required to pay directly to the City, this debt service amount.
- 3) That the City of Ramsey will not be levying the total \$1,513,215 related to the Project Lease Revenue Bond for the Municipal Center. The City will levy \$910,215 and fund the remainder debt payment with funds encumbered from 2010.
- 3) That the City of Ramsey's 2011 Public Budget Meeting is scheduled for Tuesday, December 13, 2011 at 7:00 p.m.

- 4) That the City Clerk be directed to transmit a certified copy of this resolution to the Anoka County Auditor's Office on or before Thursday, September 15, 2011.

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 13th day of September, 2011.

Mayor

ATTEST:

City Clerk

CC Regular Session

7.3.

Meeting Date: 09/13/2011

By: Diana Lund, Finance

Title:

Review and Adopt Proposed 2012 General Fund Budget

Background:

The 2012 Proposed General Fund Budget, is strictly a “Proposed” budget and will be amended in the following months before final adoption in December, 2011. The budget as presented represents a balanced budget of \$9,689,991, or a \$240,591 or 2.5% increase over the adopted 2011 General Fund Budget of \$9,449,400.

The revenue sources are made up of: 73.5% taxes; 4.5% permits; 3.2% intergovernmental; 5.7% charges for services; 2.2% fines/interest earnings; and 10.9% transfer from other funds.

In total, Public Safety [police, fire, inspections, civil defense] is now 45.2% of the budget. General Government [administration, finance, elections, planning and legal] is 24.0% of the budget. Public Works and Parks represent 28.3% and miscellaneous and transfers make-up 2.5% of the budget.

The 2012 “Proposed” General Fund Budget must be adopted by September 15, 2011 and submitted to the County Auditor along with the certified property tax levy. Therefore, the 2012 Proposed Levy and “Proposed” General Fund Budget are presented for adoption at tonight's Council meeting.

Recommendation:

Staff recommends adoption of the 2012 proposed General Fund Budget as presented utilizing the proposed tax levy.

Funding Source:

None Required.

Council Action:

Motion to recommend City Council adoption of Resolution #11-09-XXX Adopting the Proposed 2012 General Fund Budget.

Attachments

Resolution General Fund Budget

Form Review

Inbox	Reviewed By
Kurt Ulrich	Kurt Ulrich
Form Started By: Diana Lund	

Date
09/08/2011 12:50 PM
Started On: 08/31/2011 11:31 AM

Final Approval Date: 09/08/2011

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #11-09-XXX

RESOLUTION ADOPTING THE “PROPOSED” 2012 CITY OF RAMSEY GENERAL FUND OPERATING BUDGET

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

- 1) That the “Proposed” annual budget of the City of Ramsey for the fiscal year beginning January 1, 2012 is hereby adopted for the General Fund as follows:

GENERAL FUND

Revenues:

Property Taxes	\$ 7,121,835
Licenses and Permits	440,320
Intergovernmental Revenues	305,300
Charges for Services	549,420
Fines and Forfeitures	108,000
Other Revenues-	
Interest Earnings	80,000
Miscellaneous	30,500
Other Financing Sources	<u>1,054,616</u>

Total Revenues \$ 9,689,991

Operating and Capital Expenditures:

General Government	\$ 2,322,752
Public Safety	4,378,767
Public Works	1,827,663
Parks and Recreation	918,945
Contingency	44,942
Other Financing Uses	<u>196,922</u>

Total Operating and Capital Expenditures \$ 9,689,991

- 2) That the City Clerk be directed to transmit a certified copy of this resolution to the Anoka County Auditor’s office on or before Thursday, September 15, 2011.

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

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 13th day of September 2011.

Mayor

ATTEST:

City Clerk

CC Regular Session

7. 4.

Meeting Date: 09/13/2011

By: Tim Gladhill, Community Development

Title:

Adopt Ordinance to Amend City Code Section 117-90 Entitled Map; Case of Stoney River

Background:

The City received a request for a Zoning Amendment from B-1 General Business District to R-3 Residential to accommodate a seventy-two (72) unit senior housing complex. The ordinance was introduced on August 23, 2011, and is now eligible for adoption. The site plan, minor plat, and Comprehensive Plan Amendment were also approved on August 23rd. The Comprehensive Plan Amendment was approved through the Administrative Review Process on September 1, 2011.

Notification:

All property owners within 700 feet were notified of the Public Hearing via the notification for Sketch Plan Review.

Recommendation:

The Planning Commission recommends approval of the Zoning Amendment. The ordinance was introduced on August 23, 2011.

Funding Source:

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

Council Action:

Motion to waive the City Charter requirement to read the ordinance aloud;

-AND-

Motion to adopt the ordinance approving of the zoning amendment to R-3 Residential.

Roll Call Vote:

- Councilmember Strommen
 - Councilmember Tossey
 - Councilmember McGlone
 - Councilmember Elvig
 - Councilmember Backous
 - Councilmember Wise
 - Mayor Ramsey
-

Attachments

Proposed Ordinance

Official Zoning Map

Form Review

Inbox
 Chris Anderson
 Kurt Ulrich

Reviewed By
 Chris Anderson
 Kurt Ulrich

Date
 09/07/2011 04:37 PM
 09/08/2011 01:08 PM

Form Started By: Tim Gladhill

Started On: 09/06/2011 08:27 AM

Final Approval Date: 09/08/2011

ORDINANCE #11-___

**CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

AN AMENDMENT TO CHAPTER 117 WHICH IS KNOWN AS THE ZONING AND SUBDIVISIONS CHAPTER OF THE CITY CODE OF RAMSEY, MINNESOTA.

AN ORDINANCE AMENDING SECTION 117-90 "MAP" OF CHAPTER 117 OF THE CITY CODE OF RAMSEY, MINNESOTA.

SECTION 1. AMENDMENT

The following legally described properties or portions thereof are hereby rezoned to High Density Residential:

That part of the Southeast Quarter of the Northwest Quarter of Section 25, Township 32, Range 25, lying westerly of the center line of Trunk Highway No. 47, except part platted as Birch Hill Lodges, also except part platted as CIC No. 129 Birch Hill Lodges, together with that part of the Northeast Quarter of Southwest Quarter of said section lying westerly of center line of Trunk Highway No. 47 and lying north and northeast, Anoka County, Minnesota.

-Or upon recording-

Lot 2, Block 1, Stoney River

(the "Subject Property")

SECTION 2. MAP

The City is hereby instructed to cause this amendment to be shown on the "City of Ramsey Zoning Map", which map was adopted pursuant to Section 117-90 of the Ramsey City Code.

SECTION 3. EFFECTIVE DATE

This ordinance becomes effective 30 days after its passage and publication, subject to City Charter Section 5.04.

PASSED by the City Council of the City of Ramsey, Minnesota the _____ day of _____, 2011.

Mayor

ATTEST:

City Administrator

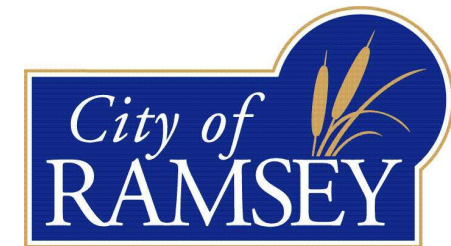
Introduction date:

Posting dates:

Adoption date:

Publication date:

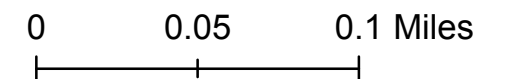
Effective date:



Official Zoning Map Proposed Changes

- Parcels
- 2030 MUSA
- Zoning**
- No Designation
- Zoning**
- R-1: Rural Preserve
- R-1: Rural Reserve
- R-1: Rural Developing (outside MUSA)
- R-1: MUSA
- R-2: Medium-Density Residential
- R-3: High-Density Residential
- B-1: Business District
- B-2: Business District
- H-1: Business District
- E-1: Employment District
- E-2: Employment District
- MU-PUD: Mixed-Use, Planned Unit Development
- PUD: Planned Unit Development
- COR: The COR
- P: Public/Quasi-Public District

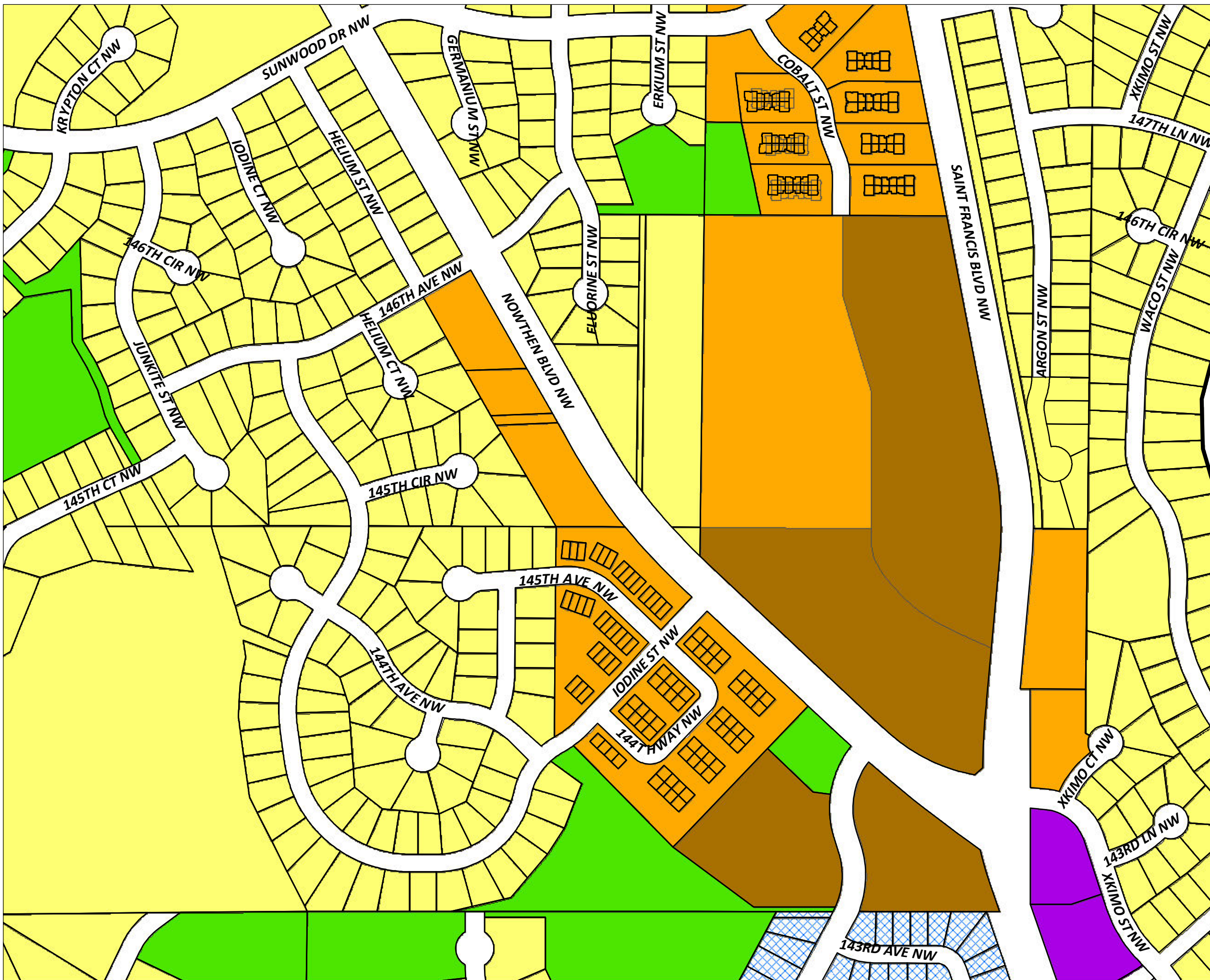
Update: March 2011
 Update: April 2011
 Amendment: September 2011



This map has been compiled using information gathered from various governmental offices and other sources and is to be used for reference purposes only. It is neither a legally recorded map nor a survey and is not intended for use as one. The Geographic Information System (GIS) data used to develop this map is not warranted by the City as being error-free.

The City does not represent that the GIS data can be used for exact measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found, please contact (763) 427-1410.

The City of Ramsey disclaims any responsibility for or liability for the accuracy of the information at any point of initial contact with a GIS user in the public's general access. The preceding disclaimer is provided pursuant to Minnesota Statute 466.03, Subd. 21 (2000), and the user of this map acknowledges that the City of Ramsey is immune from any and all claims brought by User, its employees or agents, or third parties in direct or indirect use of the data.



CC Regular Session

7. 5.

Meeting Date: 09/13/2011

By: Tim Himmer, Engineering/Public Works

Title:

Consider Sanitary Sewer Options for the Property Located at 5220 156th Lane NW
PORTIONS OF THIS DISCUSSION MAY BE CLOSED TO THE PUBLIC

Background:

The Woodland Green Subdivision, located east of TH 47 south of the Boy Scout Camp, was platted in 1973. Lot 4, Block 3 (5220 156th Lane NW) was platted with a 75 ft drainage and utility easement across the back of the lot. The owners of the lot applied for a building permit in 1988, and since the back of the proposed house was shown at the platted easement line they applied to the City to vacate the north 50 feet of the easement (leaving a 25 ft drainage and utility easement across the back of the lot). The requested vacation was approved by resolution of the City Council on October 11, 1988.

The property owners at 5220 156th Lane NW, Jason and Ruth Obermaier, contacted the City at the end of June/beginning of July regarding standing water in their back yard; and specifically the potential impacts to their septic drainfield in that location. City staff visited the site to collect some survey data and verify elevations on the downstream storm sewer system to ensure that the water was flowing properly. Based on a septic system sketch in the City's property records it appears that the drainfield is constructed entirely outside of the City's 25' drainage and utility easement, and the water elevation at the time was approximately 3' - 5' outside of the drainage and utility easement and potentially over one lateral of the drainfield (see attached lot detail sketch).

Observations:

This item was discussed by the Public Works Committee in July, and several options were discussed relative to the downstream storm sewer system and potential modifications for improved long term drainage to the Rum River; including enlargement of ponds, lowering of existing storm sewer pipe, and installation of additional storm sewer pipes. The recommendation from that meeting was to address the immediate concern related to the septic system, and evaluate options to correct this matter such that additional easements could be reacquired in this location. Staff reviewed several options with the City Council in work session on August 9, 2011, and received direction to negotiate with the property owner in an effort to connect them to the municipal sanitary sewer system and secure additional easement area to account for increased stormwater retention.

Staff has continued communication with the property owner and detailed the City's proposal. They reviewed the information supplied and have offered a counter proposal (see attached); a majority of which is consistent with the previous Council direction. Items that we are in agreement on include: connection to the sanitary sewer system and all entailed work (design, inspections, etc.) to be the responsibility of the City, removal of existing dead brush on the lot and adjacent park area, complete restoration of the site to be paid by the City, work to be completed immediately, and the property owner would contract directly for the work.

A few of the items being requesting are outside the authority of staff direction so further Council consideration is requested at this time. The property owner is requesting payment in the amount of 15 years worth of utility billing, no sale of additional easement, they want their property regraded to contain all the drainage into the existing 25' drainage & utility easement, a written promise that we will continue to investigate and solve the downstream capacity issues in the City's stormwater management system, payment of all their attorneys fees as part of reviewing all plans and documents prepared, and accepting full financial responsibility for any future property damage issues that may arise.

This item was discussed in work session earlier this evening to review the property owner's counter proposal, and discuss potential next steps. It has been placed on this agenda in an effort to expedite the matter, and potentially

receive revised formal direction.

Recommendation:

Since the negotiations do not meet the intent of the previous Council direction, staff is looking for input on how to proceed with the proposed counter offer.

Funding Source:

The funding source for any potential improvement would most likely come from the City Stormwater Utility Fund.

Council Action:

Based upon discussion.

Attachments

Woodland Green Overall Drainage Exhibit

Property Sketch

Property Owner Counter Proposal

Proposed Corrective Action

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	09/08/2011 10:20 AM
Kurt Ulrich	Kurt Ulrich	09/08/2011 01:18 PM
Form Started By: Tim Himmer		Started On: 09/08/2011 09:30 AM
	Final Approval Date: 09/08/2011	

WOODLAND GREEN - HIGHLANDS AT RIVER PARK





210'

10 FOOT DRAINAGE EASEMENT

175'

55'

SEPTIC TANK

80'

DRAIN FIELD LINE

EDGE OF WATER

70'

25 FOOT DRAINAGE EASEMENT

Tim Himmer

Subject: FW: Fw: Re: Sanitary Sewer Connection

Date: Monday, August 29, 2011, 2:09 PM

After discussing your proposal we have decided:

- * Connect us to city sewer with ALL costs to be paid by the city of Ramsey
- * Complete yard restoration from any damages done to the yard, irrigation, etc...during the change over process to be paid by the city of Ramsey per our expectations
- * 15 years worth of monthly city sewer bills paid by the city of Ramsey
- * Level out center of backyard (fill dirt & black dirt) so water doesn't sit on our yard
- * Permission to clear the dead brush that has been in standing water in between our yard and the berm and maintain this area in the future
- * NO sale of easement
- * A promise in writing from the city of Ramsey that they will continue to correct the drainage problem so we don't have sitting water every year - we don't feel that digging up our neighbors yard and the ditch is a permanent solution
- * Work to be done immediately
- * Any attorney fees that we incur regarding this matter will be paid by the city of Ramsey
- * Any and all future property damage/issues regarding this matter will be the full financial responsibility of the city of Ramsey

Thank you,
Jason and Ruth Obermaier

--- On **Mon, 8/22/11**, **Tim Himmer** <thimmer@ci.ramsey.mn.us> wrote:

Jason & Ruth

Attached is a drawing that shows what the City is proposing to alleviate your drainage concerns, and connect your property to the municipal sanitary sewer system. The direction for this proposal was received by the Ramsey City Council in work session on August 9, 2011, which includes all costs for such work; including design, materials, equipment, and labor. The City will also cover the cost of all connection charges, trunk fees, Metropolitan Council Sewer Area Connection (SAC) charges, required removals, installation, grading, restoration, and turf establishment. Further, the City will also provide and install a water meter on your individual private well. The attached design is representational in nature (showing the alignment), which must be further refined to construction plans and specifications that clarify project details (pump size and capacity, pipe sizes, removal limits, roadway impacts, utility relocations, ground cover, etc.) when we reach an agreement on this matter.

In addition, the City is proposing to purchase an expanded drainage and utility easement in the southeast corner of your property; this is shown as the hatched area on the attached exhibit. This area would be regraded, in conjunction with the work outlined above, to better accommodate surface water drainage in the area. The intent is to provide additional storage capacity by expanding the adjacent ponding area and containing runoff in this revised low area. This additional easement area encompasses approximately 2,800 square feet.

The City would incur all costs for this work, but we request that you contract for this work directly so

you have the ability to actively manage the work that occurs within your property. We will provide the technical design and inspections for this work to ensure it is installed correctly and compliant with all applicable codes and standards, and you will be responsible for the aesthetic portions of work within your property limits (final grading, irrigation placement, restoration/ground cover, etc.). Please review this information and contact me if you have any questions or comments, or would like to meet in person to discuss further. Once you've had a chance to evaluate this information and respond, I can then proceed to take your response back to the City Council for further direction and/or action. Like you, it is our goal to resolve this matter as quickly as possible and have the improvements completed before the winter season begins.

Tim Himmer

City Engineer

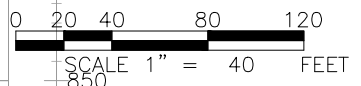
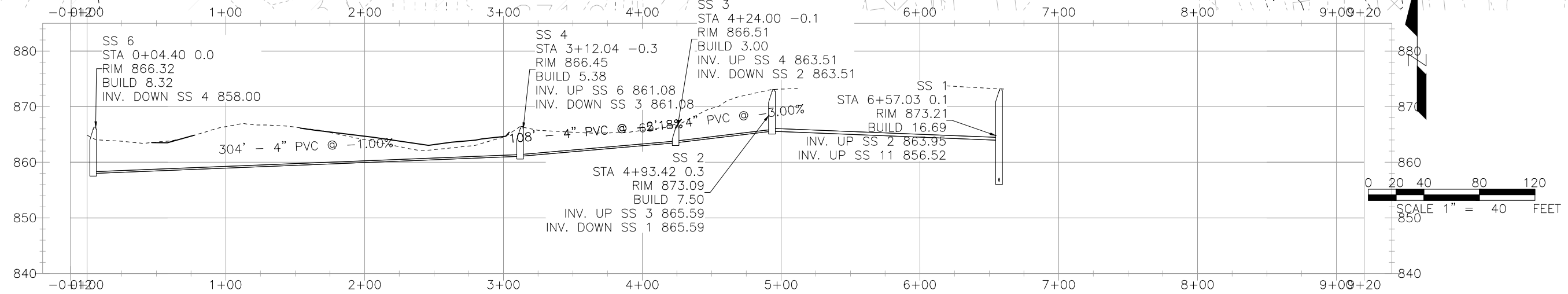
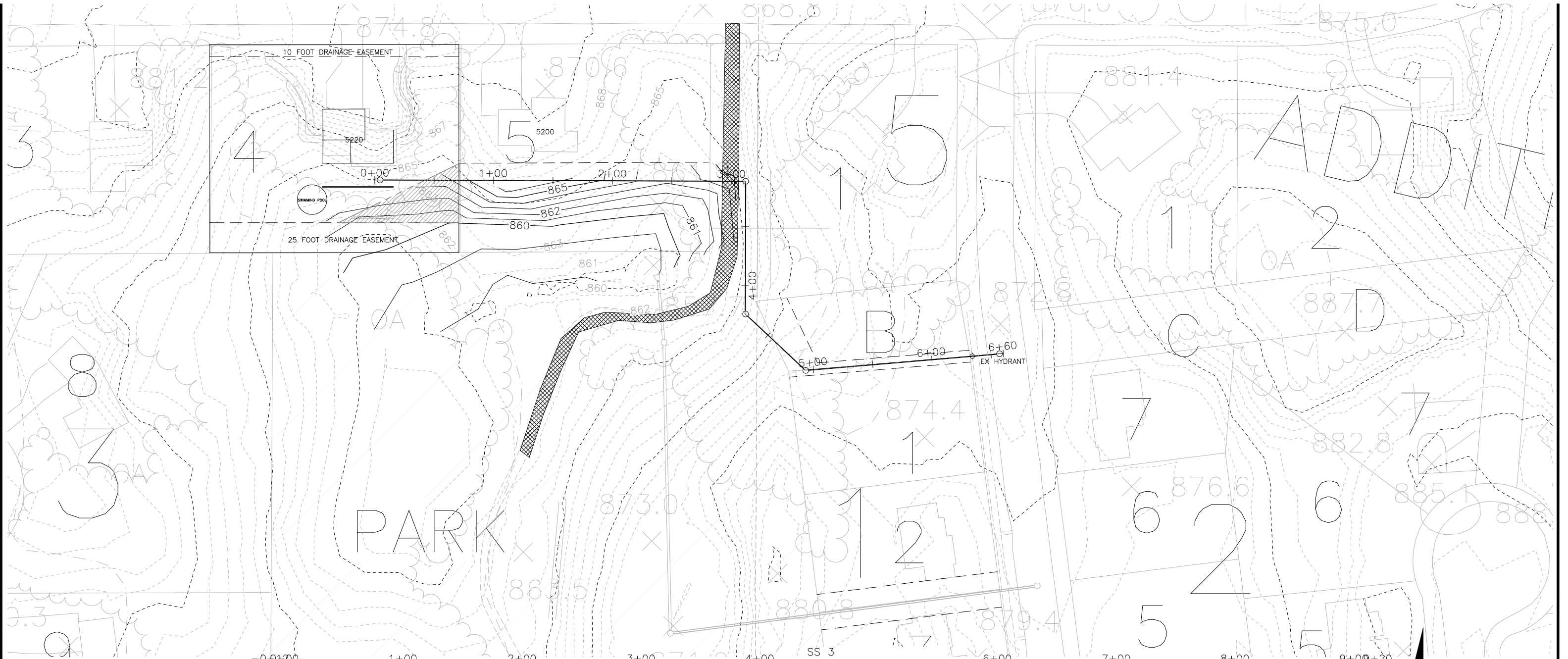
City of Ramsey

7550 Sunwood Drive NW

Ramsey, MN 55303

(763) 433-9893

thimmer@ci.ramsey.mn.us



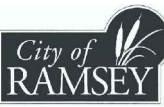
DATE	REVISION
Aug 22, 2011	12:27pm
C:\Users\linton\appdata\local\temp\AcPublish_1400\5220 156th Lane Woodland Green Sewer.dwg	

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

LEONARD L. LINTON
Date 8/22/11 Lic. No. 21112

DESIGNED BY: LLL
DRAWN BY: LLL
CHECKED BY: LLL

DATE: 8/22/11
FILE NO.: 11-05.06



CITY OF RAMSEY
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
(763) 427-1410 FAX (763) 433-9898

GRAVITY SEWER

5220 156th LANE
RAMSEY CITY PROJECT NO.
CITY OF RAMSEY, MINNESOTA

SHEET 5 OF 12 SHEETS