

**City of Ramsey**  
**Agenda**  
**Special City Council**  
**Tuesday May 17, 2011**  
**7:00 p.m. of immed. following PW**  
**Lake Itasca Room, 7550 Sunwood Drive NW**

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Council Business**
  1. Approve Raffle Permit for St. Katharine Drexel
  2. Update on Legacy Christian Academy Project
  3. Request for Waiver of Paving Requirements to Allow a Class V Parking Surface at 7039 Highway 10 NW; Case of RM Golf Carts
  4. Contract for Interim Fire Chief Services to City of St Francis
  5. Consider Award of Contract for City Project #11-22; Rhinestone Commons Parking Lot Improvements
- 5. Mayor/Council/Staff Input**
- 6. Adjournment**

**CC Special Session**

**4. 1.**

**Meeting Date:** 05/17/2011

**By:** Amy Dietl, Administrative Services

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**Title:**

Approve Raffle Permit for St. Katharine Drexel

**Background:**

Staff was contacted late Friday regarding a raffle permit for St. Katharine Drexel for the benefit for David Jeffrey. The permit application and more information will be presented at the meeting.

**Funding Source:**

n/a

**Council Action:**

Approve raffle permit.

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Kurt Ulrich	Amy Dietl	05/13/2011 04:22 PM
Form Started By: Amy Dietl		Started On: 05/13/2011 04:15 PM
	Final Approval Date: 05/13/2011	

**CC Special Session**

4. 2.

**Meeting Date:** 05/17/2011

**By:** Tim Gladhill, Community Development

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**Title:**

Update on Legacy Christian Academy Project

**Background:**

On December 14, 2010, the City approved the site plan for Legacy Christian Academy. On May 10, 2011, the City approved a revised Development Contract related to the Plat and site plan. Furthermore, a portion of the required improvements are being constructed as part of an assessment project managed by the City. Bids are set to be opened on May 16, which will allow the City to enter final numbers into the Development Contract. The Applicant is proposing to close on purchase of the Subject Property on May 20. Staff anticipates to schedule a case to award a bid for the assessment project on May 31.

Staff will present an update on the findings from the bid openings of the assessment project and forward any necessary amendments to the Development Contract or Assessment Agreement.

**Notification:**

No notification required.

**Recommendation:**

Based on discussion.

**Funding Source:**

Based on discussion.

**Council Action:**

Based on discussion.

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**Attachments**

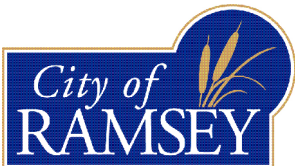
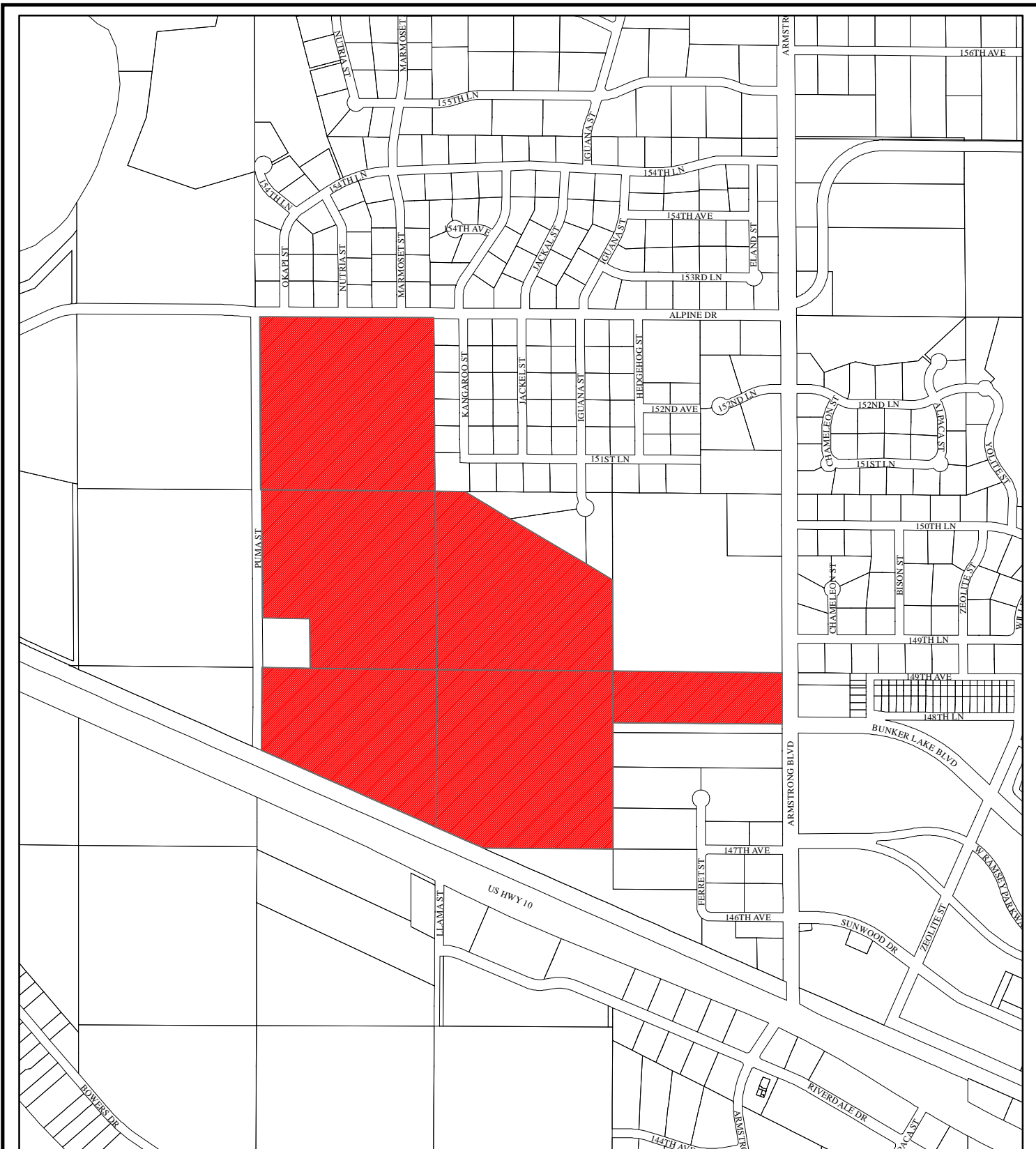
Site Location Map

Development Contract

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Kurt Ulrich	Jo Thieling	05/12/2011 11:38 AM
Heidi Nelson	Heidi Nelson	05/12/2011 01:59 PM
Form Started By: Tim Gladhill		Started On: 05/12/2011 09:02 AM

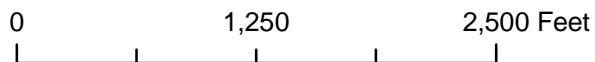
Final Approval Date: 05/12/2011



Legacy Christian Academy

Legend

-  Site
-  Parcels



**CITY OF RAMSEY  
DEVELOPMENT CONTRACT  
FOR ALPHA DEVELOPMENT AND LEGACY CHRISTIAN ACADEMY SITE PLAN**

This CONTRACT dated this 17<sup>th</sup> day of May, 2011, and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the “**CITY**”), and Hageman Holdings, LLC (“**PERMITTEE**”), a Minnesota limited liability company having an address for purposes of this Contract of 2019 Westridge Court, Buffalo, MN 55313.

**Comment [TG1]:** May need to amend.

**WHEREAS, PERMITTEE** is the owner of fee title to land situated within the city limits of the City, Anoka County, Minnesota, legally described as follows (the “Property”):

Lot 1, Block 1, HY-10 Ramsey 2nd Addition, Anoka County, Minnesota, except that part thereof depicted as Parcel 2 on Anoka County Highway Right of Way Plat No. 74, which was conveyed to the County of Anoka by Warranty Deed dated January 25, 2010, recorded on January 28, 2010, as Document No. 2012921.002;

-And-

The Northeast Quarter of the Southwest Quarter, Section 20, Township 32, Range 25, Anoka County, Minnesota;

-And-

Outlot A, Pine Shadows, according to the map or plat thereof on file and of record in the office of the County Recorder in and for Anoka County, Minnesota;

-And-

The Southwest Quarter of the Southeast Quarter, Section 20, Township 32, Range 25, Anoka County, Minnesota, except that part platted as Menkveld’s Pine Hills North;

-And-

That part of the Northeast Quarter of the Northwest Quarter and the Northwest Quarter of the Northeast Quarter that lies north of the Burlington Northern Railway right-of-way, Section 29, Township 32, Range 25, Anoka County, Minnesota.

-or upon recording of the Plat contemplated herein-

Lot 1, Block 1 and Outlots A, B, C, and D, ALPHA DEVELOPMENT, Anoka County, Minnesota.

**WHEREAS**, on December 14, 2010, pursuant to Resolution No. 10-12-271, the **CITY** approved the final plat of the Property, which plat is known as **ALPHA DEVELOPMENT** (the “**Plat**”), which approval is contingent on certain requirements, including **PERMITTEE** and the **CITY** entering into this Contract; and

**WHEREAS**, the **CITY** requires that certain improvements be constructed on the Property, which improvements (collectively, the “Improvements”) are defined in this Contract and consist of the Stage I Improvements and the Stage II Improvements; and

**WHEREAS**, **PERMITTEE** has requested, and the **CITY** has agreed, to cause certain Stage I Improvements to the Property to be constructed by and with financial participation by the **CITY** through a Minnesota Statutes Chapter 429 and City Charter assessment process; and

**WHEREAS**, **PERMITTEE** desires to construct certain Stage I and Stage II Improvements in accordance with the Plat and plans approved by **PERMITTEE** and the **CITY**; and

**WHEREAS**, **PERMITTEE** understands that the **CITY** will expend no **CITY** funds until **PERMITTEE** has complied with the relevant escrow requirements in the Code of Ordinances of the **CITY**.

**WHEREAS**, the **PERMITTEE** has proposed to construct a single buildable lot public/quasi public development.

**WHEREAS**, the **PERMITTEE** has proposed to construct a K-12 private school and that the **CITY** has had a long standing strategic goal to increase the educational opportunities within the community.

**NOW, THEREFORE**, the **CITY** and **PERMITTEE** agree as follows:

1. Conditions of Approval. The **CITY** hereby approves the Plat on condition that **PERMITTEE** provide the necessary security in accordance with the terms of this Contract pursuant to the City Code and agrees to the Assessment Agreement as defined below in paragraph #5.
2. Permittee Plans. **PERMITTEE** shall develop the Property in accordance with the Permittee Plans. The Permittee Plans as they currently exist were prepared by Anderson Engineering, are dated September 3, 2010 and revised November 1, 2010 and [REDACTED], are in the files of the **CITY** and consist of the following: Final Plat Plan, Utility Plans; Sanitary Sewer and Watermain Construction; Storm Sewer and Street Construction; Grading, Erosion Control and Details; Landscape Plan and Tree Inventory. The Permittee Plans shall not be amended without the consent of the **CITY**.
3. Stage I Improvements. The “Stage I City Improvements”, consist of the following:
  - a. Extension of sanitary sewer along the west side of Armstrong Boulevard from just north of Sunwood Drive to Bunker Lake Boulevard;

- b. Extension of watermain from the east side of Armstrong Boulevard to the west side of Bunker Lake Boulevard;
- c. Extension of sanitary sewer and watermain in the Bunker Lake Boulevard right-of-way dedicated pursuant to the Plat;
- d. Development of a storm sewer system to service the street and right-of-way requirements in the Property;
- e. Extension of Bunker Lake Boulevard roadway through the Property from Armstrong Boulevard to Puma Street N.W., consisting of two lanes, with curb and gutter on the north side of the roadway, and shoulder,      feet wide, on the south side of the roadway; and
- f. Construction of trail: along the north side of Bunker Lake Boulevard from Armstrong Boulevard to Puma Street N.W.; and along the west side of Puma Street N.W. from Bunker Lake Boulevard to Alpine Drive.
- g. Extension of Puma Street roadway from Bunker Lake Blvd. to Alpine Drive with limited width and overlay standards, consisting of two lanes, no curb and trail extension on west side of street.

The **CITY** agrees to construct the Stage I City Improvements according to the terms and conditions of this Contract and in accordance with the Plans, which are subject to revisions per City Staff Review Letter dated December 8, 2010, and which, together with each contract for construction of the Improvements, shall be submitted to the City Engineer and to **PERMITTEE** for their review and approval prior to execution by the **CITY** of any such contract and prior to commencement of construction of the Stage I City Improvements.

- 4. The improvements that the **CITY** requires be made to the Property and that the **PERMITTEE** shall cause to be made are the “Stage I Permittee Improvements”, and consist of the following:
  - a. Sanitary sewer and water line extensions from the main municipal trunk line to the building to be constructed on Lot 1.
  - b. Natural gas line to building on Lot 1
  - c. Telephone service to building on Lot 1
  - d. Electric Service to building on Lot 1
  - e. Landscaping improvements in accordance with the approved Permittee Plans on Lot 1 and within the Bunker Lake Boulevard right-of-way.
  - f. Stormwater facilities on Lot 1 and Outlot D
  - g. Easements
  - h. Grading of Lot 1 and stormwater facilities on Outlot D

- i. Rough grading in right-of-way of Bunker Lake Boulevard and required removals consistent with City plans prepared by WSB dated [REDACTED].
- j. As-builts in scalable, reproducible format, public and private Stormwater ponds and utilities as part of Stage I Permittee Improvements.

A Stage I Permittee Improvement Financial Guarantee shall be provided as required in Paragraph 6 below in conjunction only with items a, e, f, h, i and j above.

**PERMITTEE** agrees to construct the Stage I Permittee Improvements according to the terms and conditions of this Contract and in accordance with the Permittee Plans, which are subject to revisions per City Staff Review Letter dated December 8, 2010, and which, together with each contract for construction of the Permittee Improvements, shall be submitted to the City Engineer and to **PERMITTEE** for their review and approval prior to execution by **PERMITTEE** of any such contract and prior to commencement of construction of the Stage I Permittee Improvements.

- 5. Assessment Agreement. **PERMITTEE** and the **CITY** shall execute and deliver an Assessment Agreement (the "Assessment Agreement"), substantially in the form and substance attached hereto as **Exhibit "A"** prior to commencement of the Stage I City Improvements.
- 6. Stage I Improvement Financial Guarantee. **PERMITTEE** shall not be responsible for a financial guarantee for the Stage I City Improvements. **PERMITTEE** shall be responsible for a financial guarantee for the Stage I Permittee Improvements to insure timely completion of the Stage I Permittee Improvements. **PERMITTEE** agrees that the Certificate of Occupancy shall not be released until the Stage I Permittee Improvements are completed. **PERMITTEE** shall be responsible for a financial guarantee for any remaining Stage I Permittee Improvements that are not complete at the time a City required Certificate of Occupancy is requested by **PERMITTEE** equal to the amount of 125% of the City Engineer's estimated cost of the remaining Stage I Permittee Improvements. The said financial guarantee shall be in the form of a letter of credit or cash escrow held by the **CITY**. **PERMITTEE** agrees to provide the City with documentation from applicable utility companies that said utility has been satisfied as to Stage I Permittee Improvements and properly paid for said workor provide appropriate lien waivers. The **PERMITTEE** may apply for reductions in the Letter of Credit or cash escrow as the Stage I Permittee Improvements are completed and accepted by the City. Upon completion of the Stage I Permittee Improvements and final inspection and acceptance by the City, any remaining balanced on the letter of credit or escrow account shall be promptly returned to the Permittee.
- 7. Inspection Fees. **PERMITTEE** shall be responsible for all inspection costs incurred by the **CITY** related to the installation of the Stage I Permittee Improvements. **PERMITTEE** shall be responsible for all inspection costs incurred by the **CITY** related to the installation of the Stage I Permittee Improvements in the amount of [REDACTED] Dollars and No Cents (\$\_\_\_\_.00), which equals 5% of the City Engineer's estimated cost of the Stage I Permittee Improvements. **PERMITTEE** shall deposit said amount as a cash

escrow held by the **CITY**. **PERMITTEE** agrees that said fees may be used to address clean-up costs in the event of default by the **PERMITTEE**. The **CITY** shall maintain an accurate accounting of charges to the escrow amount and shall provide a monthly statement of all such charges. Upon completion of the Stage I Permittee Improvements and final inspection and acceptance by the **CITY**, the remaining balance in the escrow account shall be promptly returned to **PERMITTEE**.

8. Stage I Improvement Installation. The Stage I Improvements shall be installed in accordance with the City Plans and Permittee Plans and in accordance with **CITY** standards and the City Code. The **CITY** and **PERMITTEE** shall obtain all necessary permits from all agencies before proceeding with construction of the Stage I Improvements. Within thirty (30) days after the completion of the Stage I City Improvements, the **CITY** shall have prepared a complete set of reproducible "As Built" plans for the Stage I City Improvements, developed by a certified engineer.
9. Time of Performance. The **CITY** shall have substantial completion of all Stage I City Improvements by December 1, 2011 and final completion by June 30, 2012, provided that the time for completion shall be extended to the extent that **PERMITTEE'S** acts or omissions unreasonably delays completion of the Stage I City Improvements. **PERMITTEE** shall install all Stage I Permittee Improvements by June 30, 2012, provided that the time for completion shall be extended to the extent that **CITY'S** acts or omissions unreasonably delays completion of the Stage I Permittee Improvements.
10. Stage I Improvement Warranty Financial Guarantee. A Stage I Improvement Financial Warranty Guarantee shall not be required for Stage I City Improvements. A Stage I Improvement Warranty Financial Guarantee shall be required for Stage I Permittee Improvements inas applicable to Item #4.e above. The **PERMITTEE** shall deposit as cash escrow or letter of credit the amount of \_\_\_\_\_ Dollars and No Cents (\$\_\_\_\_.00), which is equivalent to  $([\$150/\text{tree} + \$75/\text{shrub}] \times 30\% \text{ mortality rate})$ . The **PERMITTEE** may apply for reductions in the Letter of Credit or cash escrow as the Stage I Permittee Improvements are completed and accepted by the City. Upon completion of the Stage I Permittee Improvements and final inspection and acceptance by the City, any remaining balanced on the letter of credit or escrow account shall be promptly returned to the Permittee.
11. Ownership of Improvements. Upon completion and acceptance by the **CITY**, the Stage I City Improvements lying within public easements shall become **CITY** property without further notice or action.
12. License. **PERMITTEE** hereby grants to the **CITY**, its agents, employees, officers and contractors, a license to enter the Property from time to time in order to perform all work and/or inspections deemed appropriate by the **CITY** during installation of the Improvements. This license shall expire after the Improvements installed pursuant to this Contract have been installed and accepted by the **CITY**.

13. Stage II Improvements. The Stage II Improvements which the **CITY** requires **PERMITTEE** to construct, which are not otherwise included in the Stage I Improvements, are as follows:
  - a. Monument stakes for the Plat
14. Stage II Improvements to remaining Plat outlots. **PERMITTEE** agrees that Stage II Improvements shall be required on remaining Plat outlots at the time of development of said outlots.
15. Clean Up. **PERMITTEE** and the **CITY** each shall promptly clear from public streets and property any soil, earth, or debris resulting from the construction work on the Stage I Permittee Improvements or the Stage I City Improvements, as the case may be.
16. Payment for Stage II Improvements. **PERMITTEE** shall be responsible for a financial guarantee for the Stage II Improvements to ensure timely completion of the Stage II Improvements. **PERMITTEE** agrees that the Certificate of Occupancy shall not be released until the Stage II Improvements are completed. **PERMITTEE** shall be responsible for a financial guarantee for any remaining Stage II Improvements that are not complete at the time a Certificate of Occupancy is requested by **PERMITTEE** in the amount of \_\_\_\_\_ Dollars and No Cents (\$\_\_\_\_\_.00), which amount is 125% of the City Engineer's estimated cost of the remaining State II Improvements. **PERMITTEE** shall deposit said amount as a letter of credit or cash escrow.
17. Street Cleaning. After the street surfacing is installed, the **CITY** and **PERMITTEE** each shall clear any soil, earth or debris from the streets and Stormwater facilities resulting from any construction within the Plat by such party. From time to time and upon not less than thirty six (36) hours prior notice to **PERMITTEE**, the **CITY** may remove, at the expense of **PERMITTEE**, accumulations of soil, earth and debris from the streets and Stormwater facilities within the Plat resulting from construction of the Improvements, and **PERMITTEE** shall pay each invoice from the **CITY** to **PERMITTEE** for such costs within fifteen (15) days of receipt of the invoice.
18. Default. In the event of default by **PERMITTEE** as to any of the work to be performed by it hereunder, the **CITY** may, at its option, perform the work and **PERMITTEE** shall promptly reimburse the **CITY** for any reasonable expense incurred by the **CITY**, provided **PERMITTEE** is first given written notice of the work in default, not less than 48 hours in advance. This Contract is a license for the **CITY** to act, and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the Property. When the **CITY** does any such work, the **CITY** may, in addition to its other remedies, assess the cost in whole or in part to the benefitted portion(s) of the Property. **PERMITTEE** authorizes reimbursement from any of **PERMITTEE**'s escrows held by the **CITY**.
19. Miscellaneous.

- a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraph or phrase of this Contract is for any reason invalid, such decision shall not affect the validity of the remaining portions of this Contract.
- b. Written Amendments Only. The action or inaction of the **CITY** shall not constitute a waiver of or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. The **CITY**'s failure to promptly take legal action to enforce this Contract shall not be a waiver or release.
- c. Compliance with Laws and Regulations. **PERMITTEE** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until **PERMITTEE** cause the Plat to so comply. Upon the **CITY**'s demand, **PERMITTEE** shall cease work until there is compliance.
- d. Recording; Termination and Release. This Contract shall run with the land and shall be recorded in the office of the Anoka County Recorder at the expense of **PERMITTEE**. After **PERMITTEE** has completed the work required of it under this Contract, as to all or any portion of the Property, at the request of **PERMITTEE** the **CITY** will execute in recordable form and deliver either a termination of this Contract or a release of such portion of the Property from the effect of this Contract.
- e. Mailbox Locations. **PERMITTEE** agree that the placement of mailboxes along public streets is subject to the approval by the **CITY**, and location of utilities will be necessary through Gopher State One-Call.
- f. Boulevard and Area Restoration. The **CITY** shall be responsible for the cost of establishing seed in all boulevards, except as otherwise noted, within thirty (30) days after completion of the street improvements included in the Stage I City Improvements, and restoring all other areas disturbed by the Stage I City Improvements, in accordance with approved Grading and Erosion Control plans prepared by WSB Associated dated [REDACTED]. **PERMITTEE** shall be responsible for topsoil, trees, and establishment of seed along the north side of Bunker Lake Boulevard. The **CITY** or **PERMITTEE**, as the case may be, shall be responsible for the cost of cleaning any soil, earth or debris from wetlands within and adjacent to the Property resulting from grading in connection with the Stage I City Improvements or the Stage I Permittee Improvements, respectively.
- g. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday, 7:00 a.m. to 10:00 p.m. **PERMITTEE** is required to provide a sign at each entrance point stating delivery

and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

- h. Construction Site Maintenance. **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.
- i. Estimated Cost. It is understood and agreed that cost amounts set forth in this Contract as to the Stage I City Improvements, unless qualified as fixed amounts, are estimated. **PERMITTEE** agree to pay the entire cost of the Improvements, including interest, engineering and legal fees related thereto; provided, however, that **PERMITTEE'S** responsibility for payment of the cost of the Stage I City Improvements shall be limited to the obligations of **PERMITTEE** under the Assessment Agreement.
- j. Plat Approval Expenses. **PERMITTEE** shall pay to **CITY** all reasonable **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, and engineering and legal fees. Any such expenses incurred after recording of the Plat shall be paid within fifteen (15) days after receipt of an invoice therefor. Failure to pay the **CITY'S** expenses within that fifteen (15) day period will permit the **CITY** to draw for payment upon any of the escrows required by this Contract. The **CITY** agrees to provide to **PERMITTEE**, promptly upon request, an estimate of all such expenses.
- k. Reimbursement to the CITY. **PERMITTEE** shall reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Contract, or any portion thereof, including court costs and reasonable engineering and attorney's fees.
- l. Marketable Title. Prior to recording of the Plat, **PERMITTEE** shall provide the **CITY** with proof of marketable title to the Property, either through a currently certified abstract, registered property abstract or title insurance.
- m. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Contract shall be defined as a document issued by the **CITY'S** Building Official, which authorizes a structure to be used for its intended purposes.
- n. Proof of Authority. The **CITY** requires **PERMITTEE** to provide proof of authority by its governing board to execute this Contract. This proof of authority may be satisfied by providing the **CITY** with a certified copy of the minutes of the governing board of **PERMITTEE**.
- o. Recording of This Contract. See Section 19(d) above.
- p. Violation of This Contract. If **PERMITTEE** fail to perform any of the terms of this Contract, the **CITY** shall be entitled to recover, from **PERMITTEE** or the issuer of its financial guarantee, the full amount of any and all financial

guarantees or withhold the Certificate of Occupancy as defined in Section 16(m) above. Breach of any of the terms of this Contract by **PERMITTEE** shall be grounds for denial of a building permit for any portion of the Property still owned by **PERMITTEE**.

- q. Contract Binding On Successors and Assigns. This Contract shall be binding upon the parties, and their respective successors and assigns.
- r. Letters of Credit. All letters of credit presented as a financial guarantee, if required prior to issuance of a Certificate of Occupancy, shall be first approved as to form and content prior to acceptance by the City.

20. Requirements for Building Permit and Certificate of Occupancy.

- a. No building permit for any lot in the Plat shall be issued until: (a) a Class 5 driving surface is installed to within 300 feet of the proposed structure; (b) a Certificate of Survey, including the survey information required by the **CITY**, has been supplied to the **CITY** Building Official; (c) all the financial guarantees required by the **CITY** have been satisfied; (d) a permit from the Lower Rum River Watershed Management Organization has been obtained; (e) a permit from Anoka County Soil Conservation District has been obtained (if necessary); and (f) this Contract has been signed and received by the **CITY**. A footings and foundation permit for the structure has been waived by prior action of the City Council.
- b. No Certificate of Occupancy for any lot in the Plat shall be issued until: (a) vehicular access to the lot is provided, including installation of at least one layer of bituminous surfacing; (b) all utilities are in place, operational and accepted by the **CITY** in accordance with this Agreement; (c) for lots that have a slope of less than 2%, a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, is provided to the **CITY** documenting that the flattest grade on the lot is 1% or greater; and (d) boulevard sod and landscape tree, or escrow for same, have been provided.
- c. All improvements included in the Permittee Plans, including amendment required of the City Staff Review Letter dated [REDACTED] are completed, or financial guarantee in the amount of 150% the City Engineer's estimate of the cost of said improvements is secured in the form of cash escrow or letter of credit for the parking lot and related items.

21. Park Dedication. The Plat is located in the **CITY**'s Greenland Hills District. The current park dedication requirement is \$4,738 per commercial acre. At the City Council meeting on October 26, 2010, the Council accepted the recommendation of the Park Commission to accept, in full satisfaction of the park dedication requirement for the Plat, fee title to a 4.175 acre Outlot in the Plat. As a condition to the **CITY**'S release of the Plat for recording, **PERMITTEE** shall convey to the **CITY** fee title to the 4.175 acre Outlot C as shown on the proposed Plat, dated [REDACTED] prepared by Anderson Engineering

of Minnesota, LLC. The **CITY** and **PERMITTEE** agree that said Outlot is not being dedicated as park, but being transferred in fee-title to the **CITY**.

22. Trail Development Fees. The current trail development fee is \$1,090 per commercial acre. The amount due for the Plat is Fifty Eight Thousand Dollars and No Cents ( $\$1,090.00 \times 64.26 \text{ acres} = \$70,043.00$ , less trail credit of  $\$12,043 = \$58,000.00$  – final trail credit and fee amount to be inserted). The acreage is based on a net developable acreage amount instead of a gross acreage amount. **PERMITTEE**'s obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of trail construction of off-site trail improvements as shown on Exhibit B, herein attached, payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the trail development fee for the Plat.
23. Water and Sanitary Sewer Connection (Trunk) Fees. The current water connection fee is \$8,337 per acre. The current sanitary sewer connection fee is \$3,824 per commercial acre. Based on the net acreage amount of 64.26 acres: the total amount due on the 64.26 acre Plat is Seven Hundred Eighty One Thousand Four Hundred Sixty Six Dollars and No Cents ( $[\$8,337.00 \times 64.26 \text{ acres}] + [\$3,824.00 \times 64.26 \text{ acres}] = \$781,466.00$ ). **PERMITTEE**'s obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of water and sanitary sewer trunk construction part of the Stage I City Improvements payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the water connection and sanitary sewer connection fees for the Plat.
24. Water and Sanitary Sewer Lateral Fees. The Property is not subject to standard sanitary sewer and water lateral fees. Water and sanitary sewer improvements are being constructed pursuant to the Assessment Agreement.
25. Stormwater Management Fee. The current stormwater management fee is \$4,465 per commercial acre. The amount due for the Plat is Two Hundred Fifty Thousand Forty and No/100 Dollars ( $\$4,465.00 \times 56 \text{ acres} = \$250,040.00$ ). The acreage is based on a permeable surface calculation instead of a gross acreage calculation. **PERMITTEE**'s obligations with respect thereto are provided in the Assessment Agreement, and the actual costs of stormwater facilities part of the Stage I City Improvements payable by **PERMITTEE** pursuant to the Assessment Agreement shall be credited against the stormwater management fee for the Plat.
26. Future Development Fees. **PERMITTEE** agrees that none of the above fees are being collected for any of the outlots in the Plat, and therefore said outlots are subject to similar fees at a future date when such outlots are subdivided for development.
27. Trail Construction. Trails are being constructed pursuant to the Assessment Agreement.
28. Easements. **PERMITTEE** shall be responsible for drafting and recording easements for all trails and sidewalks on private property. Said easements shall be executed prior to the **CITY** releasing the Plat for recording and shall be recorded at the same time as the Plat.

29. Maintenance Agreement. **PERMITTEE** shall be responsible for drafting and recording a maintenance agreement for on-site stormwater improvements, subject to review and approval of the City Engineer.
30. Notices. All notices required or permitted by this Contract to be given to a party shall be in writing, and shall be either personally delivered or mailed by certified or registered mail to such party at the following address or such other address as such party shall specify in a notice to the other party:

Hageman Holdings, LLC  
13200 43rd Street NE  
St. Michael, MN 55376-8420

City Administrator  
City of Ramsey  
7550 Sunwood Dr NW  
Ramsey, MN 55303

**City of Ramsey**

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator

**Hageman Holdings, LLC**

By: Mike Hageman \_\_\_\_\_

Its: Chief Manager \_\_\_\_\_

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF ANOKA )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me a Notary Public within and for said County, personally appeared Bob Ramsey and Kurtis G. Ulrich, to me personally known, who each by me duly sworn, each did say that they are respectively the Mayor and the City Clerk of Ramsey, the municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed in behalf of said municipality by authority of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_, the \_\_\_\_\_ of Hageman Holdings, LLC, a Minnesota limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

This Document Drafted By:  
City of Ramsey  
7550 Sunwood Dr NW  
Ramsey, MN 55303

This Document Reviewed By:  
Randall and Goodrich  
2140 4th Avenue  
Anoka, MN 55303

Exhibit A  
Assessment Agreement  
NOTE: FOR PRELIMINARY REVIEW  
ALL FINANCIAL FIGURES ARE ESTIMATES UNTIL FINAL BID IS AWARDED

THIS ASSESSMENT AGREEMENT (this "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between **City of Ramsey**, a Minnesota municipal corporation (the "City") with offices at 7550 Sunwood Drive N.W., Ramsey, Minnesota 55303, and **Hageman Holdings, LLC**, a Minnesota limited liability company ("Owner"), and is based on the following facts:

- A. Owner is the owner of fee title the Property, as defined in the Development Contract.
- B. Owner has applied to the City for approval of a subdivision of the Property into Lot 1, Block 1, and Outlots A, B, C and D, Alpha Development, Anoka County, Minnesota, pursuant to the plat of Alpha Development (the "Plat").
- C. The City has approved the Plat subject to certain conditions as specified in that certain Development Contract between the City and Owner, dated \_\_\_\_\_, 2011 (the "Development Contract").
- D. The Development Contract contemplates that the City and Owner will enter into this Agreement.

NOW, THEREFORE, in consideration of the facts stated above, the mutual promises and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the City and Owner, the parties hereby agree as follows:

- 1. Recitals Incorporated. The facts stated above are hereby incorporated into this Agreement and made a part of this Agreement by this reference.
- 2. Definitions. Capitalized terms used but not defined in this Agreement are defined as provided in the Development Contract.
- 3. Assessment. A special assessment (the "Assessment") is hereby levied against the Property under Minnesota Statutes Chapter 429 in an amount (the "Aggregate Assessment Amount") equal to the amount of the "Project Costs" of the Stage I City Improvements as defined in the Development Contract. For purposes of this Agreement, "Project Costs" means the actual total cost of the Stage I City Improvements including: 1) 10% contingency; 2) 18% for for construction engineering and administration fees, and; 3) trunk fees. The Aggregate Assessment Amount shall not exceed \$1,761,721.00, and the assessment shall be allocated to and levied against portions of the Property created by the Plat as follows:

**Comment [TG2]:** It is understood that these are estimates only, subject to final bid numbers.

<b>Parcel Description</b>	<b>Area</b>	<b>Allocation %</b>	<b>Assessment Amount</b>
Lot 1, Block 1	86.436 acres	61%	\$1,074,650
Outlot B	45.196 acres	32%	\$563,751
Outlot D	9.621 acres	7%	<u>\$123,320</u>
<b>Total</b>			<b>\$1,761,721</b>

To the extent that the Aggregate Assessment Amount is less than \$1,761,721, the Assessment Amount for Lot 1, Block 1 shall be reduced. The composition of the maximum amount of Project Costs is set forth as listed below:

<b><u>Estimated Improvement Costs</u></b>	
Street and Trail Improvement - Bunker Lake Extension	\$566,048.00
West Leg - Armstrong Intersection	\$(65,400.00)
Drainage Improvements - Bunker Lake	\$189,965.00
Sanitary Sewer - Bunker Lake	\$222,996.00
Watermain Extension - Bunker Lake Blvd.	\$277,512.00
Puma Street Surfacing	\$117,049.00
Puma Street Trail	<u>\$56,518.00</u>
Sub-total	<b>\$1,364,688.00.00</b>
<b><u>Allocation of Development Fees</u></b>	
Stormwater Fee	\$60,075.00
Sanitary Sewer Trunk Fee	\$22,734.00
Trail Development Fee	\$56,000
Water Trunk Fee	<u>\$258,224.00</u>
Grand Total	<b>\$1,761,721.00</b>

**Comment [TG3]:** ESTIMATED: Per discussion in regards to credit for grading work in ROW.

4. Waiver by Owner. The Assessments levied under Section 3 above shall be deemed adopted on the date this Agreement is signed by the City. Owner, by signing this Agreement, acknowledges that the Property is benefited by the Stage I City Improvements in an amount at least equal to the amount of the Project Costs, and hereby unconditionally waives all procedural and substantive objections to the Assessment, including without limitation any right to a hearing and any right to appeal the levying of the Assessment.

5. Payment of Lot 1, Block 1 Assessment. The Assessment for Lot 1, Block 1 of the Plat shall be payable in equal semi-annual installments over a period of twenty (20) years, the first installment of which shall be due not sooner than October 15, 2012. The fixed interest rate applied to the Assessment shall be: (a) if the City elects to finance the Project Costs internally, a fixed rate not greater than two percent (2%) per annum in excess of the "prime rate" as published in *The Wall Street Journal* on the date of this Agreement; or (b) if the City elects to finance Project Costs through issuance of bonds (the "Bonds"), the fixed rate payable on the Bonds plus any discount and costs of issuance of the Bonds actually payable by the City, not to exceed two percent (2%) of the aggregate amount of the Bonds.





Exhibit B  
Off-Site Trail Improvements

**CC Special Session**

4. 3.

**Meeting Date:** 05/17/2011**By:** Tim Gladhill, Community Development**Title:**

Request for Waiver of Paving Requirements to Allow a Class V Parking Surface at 7039 Highway 10 NW; Case of RM Golf Carts

**Background:**

The City has received a request from RM Golf Carts for waiver to paving requirements to utilize Class V in the back portion of the lot for a parking surface for motor vehicles (golf carts), in the H-1 Highway 10 Business District.

**Notification:**

No notification is required for this request.

**Observations:**

City Code requires that parking and maneuvering areas for motor vehicles as well as open and outdoor service, sales, display or rental areas consist of concrete or bituminous with continuous curb and gutter. City Code further requires a grading, drainage and erosion control plan, which will be the final step in this request. The purpose of the asphalt or concrete surfacing requirement is primarily dust control and stormwater management, but the requirement also has an aesthetic component as well. City Code further states that 'other surfaces as approved by City Council' may be considered.

Traditionally, this waiver has been reserved for instances of heavy equipment storage and maneuvering; however, the City recently approved a similar request for off-street parking of motor vehicles. During the recent Highway 10 zoning review, City Council directed Staff to explore the use of Class V in the rear of properties along Highway 10, especially within the Official Map Area, where improvements are anticipated to be interim improvements until such time Highway 10 is expanded to freeway status. Furthermore, it should be noted that City Code also restricts the import/export of soil to 400 cubic yards, unless approved by an Interim Use Permit (IUP).

The Applicant is requesting a portion of the Subject Property be able to utilize Class V as an expanded parking and maneuvering area. Final approval from the City would come in the form of an administrative Grading Permit. City Staff needs clarification from the Applicant to be including in the Grading Permit on the following:

- Will material be exported/replaced from the Subject Property?
- What erosion control measures will be put in place?
- What impacts to existing drainage patterns will be experienced?

**Funding Source:**

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

**Council Action:**

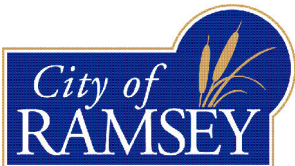
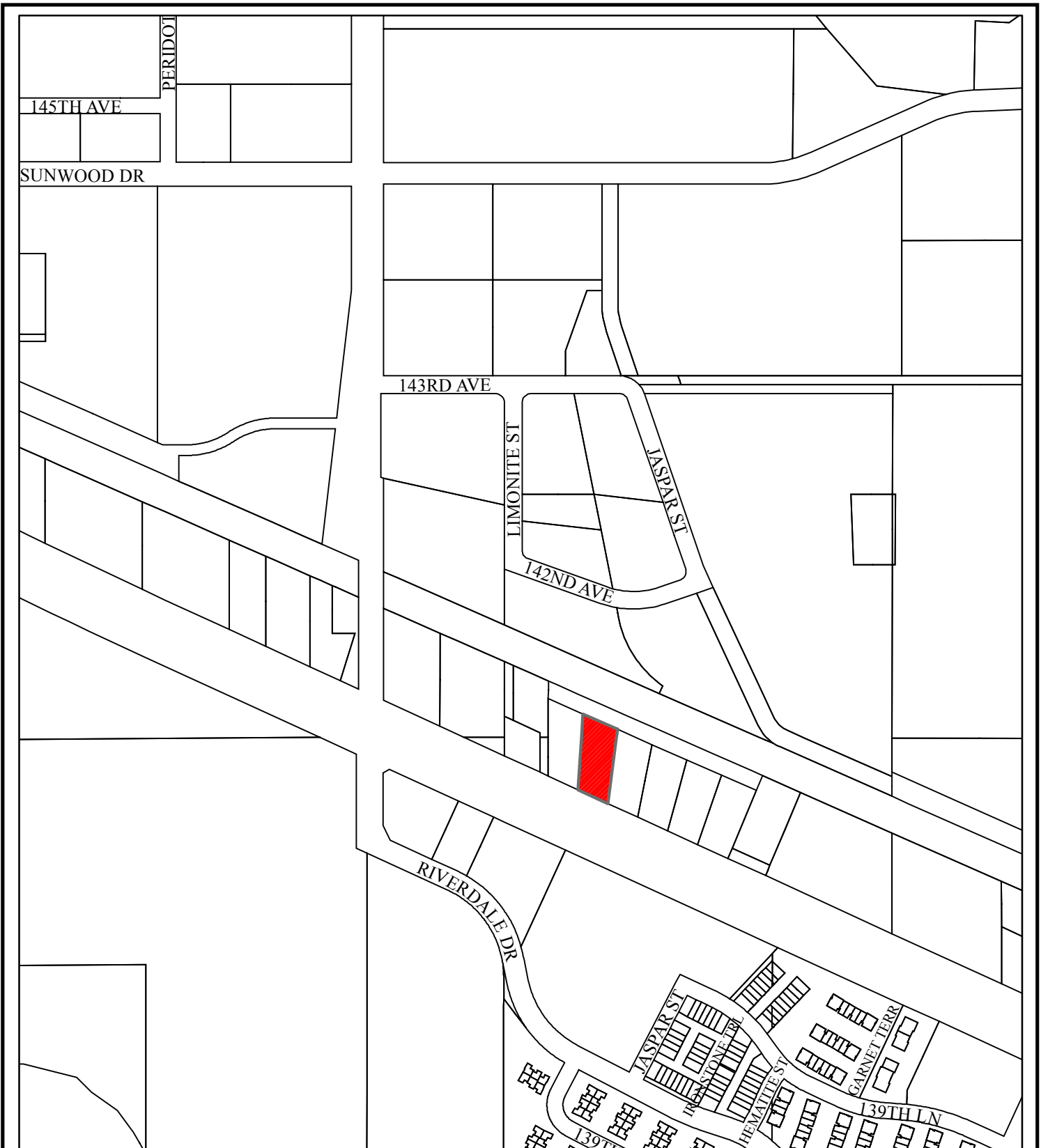
Motion to approve/deny the request for a Class V parking surface as noted on the attached site plan, contingent upon obtaining a City-issued Grading Permit.

**Attachments**[Site Location Map](#)[Site Plan](#)

## Form Review

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Aaron Backman	Aaron Backman	05/11/2011 03:12 PM
Kurt Ulrich	Jo Thieling	05/12/2011 11:36 AM
Heidi Nelson	Heidi Nelson	05/12/2011 01:35 PM

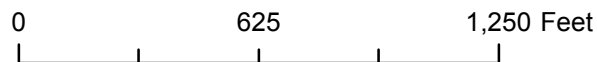
Form Started By: Tim Gladhill  
Started On: 05/09/2011  
Final Approval Date: 05/12/2011



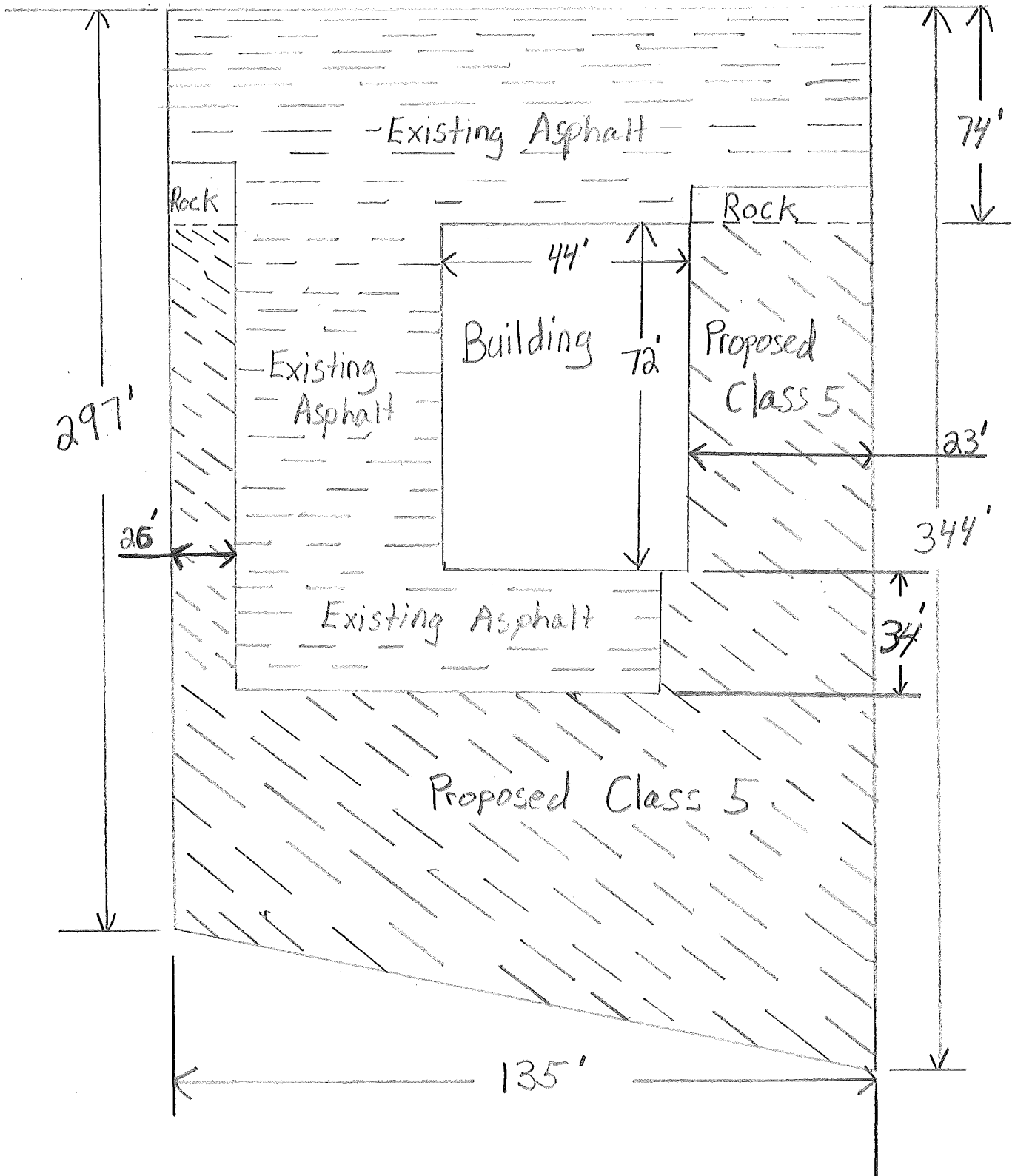
R M Golf Carts  
7039 Highway #10

**Legend**

- Site
- Parcels



HWY 10



**CC Special Session**

4. 4.

**Meeting Date:** 05/17/2011

**By:** Dean Kapler, Fire Department

---

**Title:**

Contract for Interim Fire Chief Services to City of St Francis

**Background:**

Recently the City of St Francis approached the City of Ramsey to discuss options of sharing fire service resources. Through the conversation the idea of Fire Chief Kapler acting as an Interim Fire Chief was discussed. Follow up meetings have been held at the staff level and this topic was discussed at Ramsey City Council Worksession on May 10. Per direction of council the City Attorney has drafted a contract for services (attached). The draft agreement has also been brought to the St. Francis City Council on May 16 for action.

**Funding Source:**

No funding is required for this action. Per the contract a portion of the compensation will come to the City of Ramsey.

**Council Action:**

Motion to accept the terms of the contract for services with the City of St Francis.

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**Attachments**

Contract for Services

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Heidi Nelson	Dean Kapler	05/12/2011 03:05 PM
Dean Kapler (Originator)	Dean Kapler	05/12/2011 03:08 PM
Heidi Nelson	Heidi Nelson	05/12/2011 03:10 PM
Kurt Ulrich	Jo Thieling	05/12/2011 03:19 PM
Form Started By: Dean Kapler		Started On: 05/12/2011 10:49 AM
	Final Approval Date: 05/12/2011	

**AGREEMENT FOR INTERIM  
FIRE CHIEF SERVICES  
FOR  
THE CITY OF ST. FRANCIS, MINNESOTA**

This agreement (this "Agreement") is made and entered into this \_\_\_\_ day of May, 2011 by and between the City of St. Francis, a Minnesota municipal corporation ("St. Francis"), the City of Ramsey, a Minnesota municipal corporation ("Ramsey"), and Dean Kapler, 16350 Yttrium Street NW, Ramsey, Minnesota 55303 ("Chief Kapler").

**WHEREAS**, Chief Kapler is the Chief of the Ramsey Fire Department and as such has acquired knowledge and expertise in the supervision and operation of a municipal fire department; and

**WHEREAS**, St. Francis has a fire department and is in immediate need of an interim fire chief to supervise and lead its fire department pending the hiring of a fire chief; and

**WHEREAS**, Chief Kapler is willing to accept the position of interim St. Francis Fire Chief; and

**WHEREAS**, Ramsey is willing to assist St. Francis on a temporary basis by permitting Chief Kapler to accept the position of interim St. Francis Fire Chief while continuing to maintain his full time position Ramsey Fire Chief.

**NOW THEREFORE**, in consideration of the premises and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE.** The purpose of this Agreement is for St. Francis to retain the temporary services of Chief Kapler to act as its interim fire chief.
2. **OBJECTIVES.** As interim St. Francis Fire Chief Kapler's objective will be to:
  - Stabilize the St. Francis Fire Department (the "SFFD") both structurally and operationally;
  - Provide interim leadership/management of all aspects of SFFD including its operations, officer placement/roles and responsibilities, and its 2012 budget calendar year;
  - Conduct a management analysis of SFFD in comparison of community needs
  - Review/analyze services provided by SFFD including code enforcement; and
  - Create/implement a sustainable structure within the SFFD, including how the Fire Department interacts within the city structure.

3. **STRATEGY AND TACTICS.** Chief Kapler will be expected to employ the following strategies and tactics as interim St. Francis Fire Chief:

- One on one (mandatory) meetings with each member of the SFFD including those on administrative leave;
- Attend most/all internal meetings including officer meetings, general assembly, training, other miscellaneous fired department personnel meeting;
- Review/amend job descriptions for all levels of SFFD staff;
- Respond to SFFD emergency incidents depending on severity of the incident; and
- Meet with a select group of business owners and the public to discuss the public's perception of the services provided by SFFD.

4. **TERM.** The term of this Agreement shall be from May \_\_\_\_, 2011 to and including October 31, 2011 unless earlier terminated or extended by law or according to the provisions herein.

5. **COMPENSATION.** The total compensation to be paid by St. Francis for Chief Kapler's services as defined herein shall be \$2,000/month. Compensation shall be pro-rated for any part of a month during which this Agreement is in effect and paid as follows:

- a. \$666.00 shall be paid monthly to Ramsey as reimbursement to said city for Chief Kapler's use of his Ramsey Chief's vehicle, Ramsey cell phone and time during his normal Ramsey work week when he is devoting time to SFFD matters.
- b. \$1,334.00 shall be paid directly to Chief Kapler, subject to normal state and federal withholding.

6. **EMPLOYMENT STATUS.** While attending to SFFD matters, Chief Kapler shall be deemed an employee of St. Francis. St. Francis shall have control over the manner and services performed by Chief Kapler under this Agreement, and shall be responsible for his wages, benefits, worker's compensation, disability and retirement benefits.

7. **INSURANCE AND LIABILITY.**

- a. **Insurance.** While attending to SFFD matters, Chief Kapler will be insured by St. Francis under its insurance coverages including commercial general liability, automobile liability, including owned, hired and non-owned automobiles. St. Francis agrees to carry worker's compensation insurance covering Chief Kapler as required by State law.
- b. **Liability of St. Francis.** St. Francis agrees to defend and indemnify Ramsey and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of Chief Kapler's performance or failure to perform his duties under this Agreement.

- c. **Certificate of Insurance.** St. Francis shall provide Ramsey with a certificate of insurance showing the required coverages prior to performing any work under this Agreement.

8. **DISPUTE RESOLUTION.** The parties shall cooperate and use their best efforts to ensure that the various provisions of this Agreement are fulfilled. The parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the parties, the following procedures shall be used:

- a. **Mediation.** Whenever there is a failure between the parties to resolve a dispute on their own, the parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. St. Francis shall strike the first name followed by Ramsey, and shall continue in that order until one name remains.
- b. **Litigation.** If the dispute is not resolved within 30 days after the end of mediation proceedings, the parties may litigate the matter.
- c. **Termination.** In addition to the remedies outlined in this Paragraph, an ongoing dispute may also be resolved by terminating the Agreement as outlined in Paragraph 9.

9. **TERMINATION/EXTENSION.** This Agreement may be terminated at any time by the party desiring that the Agreement be terminated providing thirty (30) days written notice to all other parties. This Agreement may be extended beyond October 31, 2011 by written agreement of all of the parties hereto which written agreement will contain any amendment of the existing terms of this Agreement.

10. **GENERAL PROVISIONS.**

- a. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the parties and contains the entire agreement.
- b. **Amendments.** Any modification or amendment to this Agreement shall require a written agreement signed by all parties.
- c. **Notice.** Any notice, statement or other written documents required to be given under this Agreement shall be considered served and received if delivered personally to the other party, or if deposited in the U.S. First Class mail, postage prepaid, as follows:
  - i. Notice to: City of St. Francis  
City Administrator  
23340 Cree Street NW

St. Francis, MN 55070

ii. Notice to: City of Ramsey  
City Administrator  
7550 Sunwood Drive NW  
Ramsey, MN 55303

iii. Notice to: Dean Kapler  
16350 Yttrium Street NW  
Ramsey, MN 55303

- d. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- e. **Captions.** Captions or headings contained in this Agreement are included for convenience only and form no part of this Agreement between the parties.
- f. **Waivers.** The wavier by any party of any breach or failure to comply with any provision of this Agreement by another party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- g. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- h. **Savings Clause.** If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of this Agreement will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

**CITY OF ST. FRANCIS**

**CITY OF RAMSEY**

By: \_\_\_\_\_  
Jerry Tveit, Mayor

By: \_\_\_\_\_  
Bob Ramsey, Mayor

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Matt Hylen, City Administrator

By: \_\_\_\_\_  
Kurt Ulrich, City Administrator

Dated: May \_\_\_\_\_, 2011

Dated: May \_\_\_\_\_, 2011

---

Dean Kapler

Dated: May \_\_\_\_\_, 2011

**CC Special Session**

4. 5.

**Meeting Date:** 05/17/2011

**By:** Tim Himmer, Engineering/Public Works

**Title:**

Consider Award of Contract for City Project #11-22; Rhinestone Commons Parking Lot Improvements

**Background:**

The parking lot paving at Rhinestone Commons was originally included in the construction documents for The Draw park improvements that were approved by the Council and implemented in 2010. During the bidding phase of that project there were some concerns with the bids received, and whether the low bidder complied with State competitive bidding laws on portions of the bid form. At the time the Draw project was awarded on March 30, 2010 it was the recommendation of the City attorney to remove all add alternate items from the bid that could be considered in non-compliance with State bidding laws. The City Council agreed and awarded a contract that removed the Rhinestone Commons parking lot from the plan set, and authorized staff to prepare a bid set for these parking lot improvements (see attached minutes).

**Observations:**

The project has been repackaged and was distributed for bidding on May 2, 2011. Staff prepared the bid such that the contractor must have the project completed by June 22nd, in advance of the farmers market opening and amphitheater concert events, but requested a deduct alternate for extended time of completion until September. This allows the contractor to schedule their workforce in the most efficient manner, and gives the City some flexibility when reviewing the bids and project costs associated with the scheduling differences. Due to the time constraint referenced above for swift completion of this project this item has been scheduled on this special meeting for consideration of an award of contract. The bid opening will take place at 2:00 pm on Monday May 16th, and once all information has been tabulated it will be forwarded to the Council via e-mail for review prior to the scheduled special session on May 17, 2011.

**Recommendation:**

Staff recommends that the City Council award a contract for City project #11-22; Rhinestone Commons Parking Lot Improvements, to XXX in the amount of \$XXX.

**Funding Source:**

The engineer’s opinion of probable construction costs is \$140,000. Financing for The Draw to date has been from a combination of sources; grants, park payment obligations that were collected as part of the original RTC park agreement, park dedication, and future land sales. Funding for this project is proposed to come from the park trust fund, and reimbursed with future land sales.

**Council Action:**

Motion to approve Resolution 11-05-XXX awarding a contract for City project #11-22; Rhinestone Commons Parking Lot Improvements, to XXX in the amount of \$XXX.

**Attachments**

March 30, 2010 Council Minutes

Resolution Awarding Contract

**Form Review**

**Inbox**  
Kurt Ulrich

**Reviewed By**  
Jo Thieling

**Date**  
05/12/2011 11:56 AM

Heidi Nelson

Heidi Nelson

05/12/2011 01:55 PM

Form Started By: Tim Himmer

Started On: 05/11/2011 11:37 AM

Final Approval Date: 05/12/2011

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

The Ramsey City Council conducted a special meeting on Tuesday, March 30, 2010, in the Alexander Ramsey Room, Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Bob Ramsey  
Councilmember John Dehen  
Councilmember David Jeffrey  
Councilmember Matt Look  
Councilmember Colin McGlone  
Councilmember Jeff Wise

Members Absent: Councilmember David Elvig

Also Present: City Administrator Kurtis Ulrich  
Director of Public Works Brian Olson  
City Engineer Tim Himmer  
Parks Supervisor Mark Riverblood  
City Attorney William K. Goodrich

**1. CALL TO ORDER**

Mayor Ramsey called the special meeting of the City Council to order at 5:30 p.m.

**2. CITIZEN INPUT**

None

**3. APPROVE AGENDA**

Motion by Councilmember Wise and seconded by Councilmember Jeffrey to approve the agenda as presented.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Wise, Jeffrey, Dehen, Look and McGlone. Voting No: None. Absent: Councilmember Elvig.

#### 4. COUNCIL BUSINESS

##### **4.01 Consider Award of Contract for City Project #10-23, East Meandering Commons Park**

City Engineer Himmer stated he has some updated information from what was presented in the case as well as a proposed resolution for adoption. Bids were open last Friday with four bidders on Contract A – Site Improvements and seven on Contract B – Landscaping. The bids ranged from 2.8 million dollars up to 3.7 million dollars with staff's estimate being 3.3 to 3.4 million. The lowest bidder was W. Gohman at \$814,535.62 with Peterson being the second lowest bidder. Staff went through the numbers and tabulated and looked at all the alternates – throwing a couple of those out. The base contract includes the trail alignments, the amphitheater, retaining walls and pedestrian bridge. Alternate A adds in a trail segment on the west side of the bridge. Alternate B is a trail loop (new loop around the pond and wetland). Alternate C is trails around the amphitheater and tying up to the west end of the park. Alternate D is a trail alignment on the west end of the park. Alternate E is the promenade on the very west side. Staff is recommending not including the promenade. Alternate F is removal of wetland mitigation. We are waiting on a response from the Lower Rum River Water Management Organization. Staff pulled this one out but can include it back in later if desired. There is a \$15,000 cost to that.

Councilmember Dehen inquired when the discussion would take place with the WMO to which Mr. Himmer replied preliminary discussions have taken place. Legal issues have to be resolved; however, staff should be able to come back to Council within a month. We will have further discussion through the HRA.

City Engineer Himmer continued that Alternate G is all the electrical and lighting in the park. Connexus Energy was the low bidder on that and they handle the maintenance for the City (streetlights, etc.). Alternate H is the parking lot down on Rhinestone Commons. Alternate I is a wetland overlook. We are removing this alternate but it can come back depending on what is done with Alternate F. Alternate J is another wetland overlook. It's the same for that if we are not touching the wetland we can take this out – but it can be put back in. Alternate K is the wetland platform in between the wetland and the pond. Alternate L is a 60' pedestrian bridge that spans over the wetland area. Since we are not touching the wetland area, this should also come out. Alternate M is picnic tables. Alternate N is the well to supplement pond elevation. Alternate O is monument signs. Mr. Himmer stated these are all the alternates. Staff is recommending A, B, C, D, K, M and N and that is a total contract price of \$2,226,708.51 of low bidder W. Gohman Construction. Mr. Himmer reported that Contract B is for the landscaping. One alternate taken out was all plantings that went with the promenade since we took that out. Great Northern Landscapers in Elk River had the lowest bid of \$102,087.20 (less alternate 2). \$2,484,469.71 includes Connexus' bid. We are proposing a 10 percent overhead on this project for a total of \$2,732,916.71. Staff is recommending awarding Contract A to W. Gohman in an amount of \$2,226,708.51, Contract B to Great Northern for \$102,087.20

and Connexus for \$155,674, and along with that recommendation the ability to negotiate these out to a maximum of \$25,000.

Councilmember Dehen inquired why take out the parking area. Mr. Himmer replied we had that as a stand-alone project but Council could choose to add that back in. Councilmember Dehen asked if there would be a problem with the bid. City Attorney Goodrich stated there are some issues that would be better to be rebid with that alternative. Mayor Ramsey stated he would rather wait on that anyway. Councilmember Dehen stated that if there are legal issues with the parking lot, it would be his recommendation to rebid on that part. He wondered if it would be advantageous to get it done at the same time. City Engineer Himmer stated that the total bid of \$2.8 million from W. Gohman does include all these alternatives. Director of Public Works Olson noted that \$129,000 was the cost of that alternative.

Motion by Councilmember Look and seconded by Councilmember Jeffrey to adopt Resolution #10-03-075 awarding a contract for City Project #10-23 East Meandering Commons Park and to also rebid the parking lot and authorize staff to negotiate an inspection contract in a not to exceed amount of \$25,000.

Further discussion: City Attorney Goodrich stated there was some concern by the second lowest bidder of the bid submitted by W. Gohman. They feel the City Council should reject this bid and give the bid to the second lowest, finding the lowest bid is not a responsible bid. He stated he has had conversations with their attorney. There are some minor defects but not enough to reject the entire bid. They are asking the City Council to table action on this. Their concern is page 12 of 12 – the low bidder was supposed to enter the total bid numbers and all alternatives and they (W. Gohman) did not do that. However, the City can do that without going out to outside sources just by adding it up – so that's a minor defect the City can waive. They failed to include unit prices in alternates A, B, C and D. However, one can determine it by going to the base price so that's a minor defect, which the City can waive. They want time to evaluate and they are talking about a lawsuit and restraining orders. City Administrator Ulrich stated we are on a timeline with regard to this grant and if this project is delayed, we might put the money in jeopardy. He commented about putting that money in a bond to cover us if that happened. Mr. Goodrich stated that if it is determined they have a legitimate claim they could get a restraining order until the court has a chance to look at it. We would hope a bond would be required to cover our damages. They would have to be pretty certain about this action. Councilmember Look stated he is concerned about jeopardizing the Metropolitan Council money and inquired if anything has to be added to the motion. Mr. Goodrich responded no – if anything, it will be back to Council. Mr. Himmer commented on the incentive to complete this on time so delays would be a concern with regard to that as well. Councilmember Dehen stated he was not in favor of waiting. He felt the bid should be awarded – it should not be thrown out for a minor deficiency. He suggested Mr. Goodrich had done his due diligence. Councilmember Look agreed – we are tallying bids anyway to make sure the amount is correct and added he is not willing to jeopardize the money.

Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Look, Jeffrey, Dehen, McGlone and Wise. Voting No: None. Absent: Councilmember Elvig.

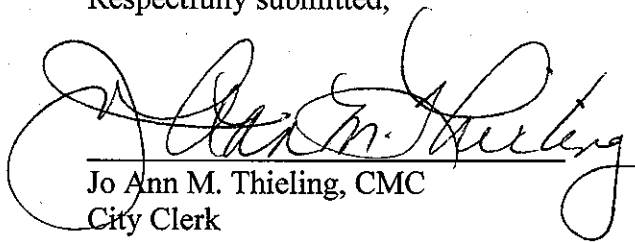
**ADJOURNMENT**

Motion by Councilmember Jeffrey and seconded by Councilmember Look to adjourn the meeting.

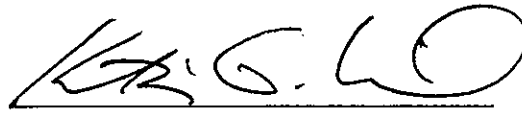
Motion carried. Voting Yes: Mayor Ramsey, Councilmembers Jeffrey, Look, Dehen, McGlone and Wise. Voting No: None. Absent: Councilmember Elvig.

The special meeting of the City Council adjourned at 5:56 p.m.

Respectfully submitted,



Jo Ann M. Thieling, CMC  
City Clerk



Kurtis G. Ulrich  
Administrator

*Drafted by Jo Thieling, City Clerk*

Councilmember \_\_\_\_\_ introduced the following resolution and moved for its adoption:

**RESOLUTION #11-05-XXX**

**RESOLUTION AWARDING A CONTRACT FOR CITY PROJECT 11-22;  
RHINESTONE COMMONS PARKING LOT IMPROVEMENTS**

**WHEREAS**, on March 30, 2010 the Ramsey City Council authorized the solicitation of bids from plans prepared by the City of Ramsey; and

**WHEREAS**, pursuant to an advertisement for bids for Improvement Project 11-22; Rhinestone Commons Parking Lot Improvements, bids were received, opened and tabulated according to law; and

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

<u>Contractor</u>	<u>Base Bid</u>	<u>Deduct Alternate</u>	<u>Total Bid</u>

**WHEREAS**, XXX is the lowest responsible bidder.

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

- 1) That the Mayor and City Administrator are hereby authorized and directed to enter into a contract with XXX for Improvement Project 11-22; Rhinestone Commons Parking Lot Improvements in the amount of \$XXX, and
- 2) That the City Engineer is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids.

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 17<sup>th</sup> day of May 2011.

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Mayor

**ATTEST:**

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City Clerk