

City of Ramsey
Agenda
City Council Work Session
Tuesday, October 11, 2011
5:30 pm or immediately following Personnel Committee
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Topics for Discussion**
 1. Discuss Executive Style Minutes
 2. Proposed Lease & Fire Suppression System for City-Owned Property at 6701 Hwy 10
 3. Consider Changes to Sidewalk Snow Removal Policy
- 3. Future Topics for Discussion - *See Attached Calendar***
 1. Review Future Work Session Topics/Calendar
- 4. Mayor/Council/Staff Input**
- 5. Adjournment**

CC Work Session

2. 1.

Meeting Date: 10/11/2011

By: Jo Thieling, Administrative Services

Title:

Discuss Executive Style Minutes

Background:

The Council minutes are currently transcribed near verbatim or in very detailed summary. There has been some discussions with past Councils about going to a more executive style minutes format, however, the consensus at that time was to keep the minutes more detailed. Attached to this case is the most recent discussion of the minutes format (City Council Work Session - April 8, 2008).

This topic has come up again for discussion as a budget cost saving measure. New technology implementation has made all meeting recordings available on the City web site. This makes the record of current and past meetings readily available to residents and City officials as needed.

The City of Ramsey's Code states that the proceedings of the Council shall be conducted in accordance with Robert's Rules of Order. With regard to the minutes, the Code states only that preparation is required. Ordinances, resolutions and claims need not be recorded in full in the minutes if they appear in other permanent records of the City. It also states that the minutes of each meeting shall be reduced to typewritten form, shall be signed by the city clerk, and copies shall be delivered to Council. The Code does not state the format of minutes required. Staff has attached that portion of the City Code to this report as well.

In reviewing Robert's Rules of Order, it states the following: "The record of the proceedings of a deliberative assembly is usually called the Minutes, or the Record, or the Journal. In the meetings of ordinary societies, there is no object in reporting the debates; the duty of the secretary, in such cases, is mainly to record what is "done" by the assembly, and not what is said by the members." It goes on to list the necessary content for minutes. Staff has attached a copy of that for Council information.

Staff also researched what the League of Minnesota Cities states relating to minutes. The League states what the contents of the minutes must be which is the same as Robert's Rules of Order - who is present, who makes the motion, roll call, etc. The League information also includes a recommendation by the Office of the State Auditor as to what should be included in the minutes, such as identity of parties to whom contracts were awarded, reasons for abstentions to votes, reasons why a bid was awarded to someone other than the lowest bidder, etc. This information is also included in the topic report.

Staff surveyed a number of cities to determine what type of meeting minutes they take. It varies from City to City - and actually from meeting to meeting or topic to topic. Attached is the survey results that were received by the time of this case writing.

In the agenda setting meeting this past Monday when staff was going over the case line-up for this meeting, it was suggested that it may be beneficial for the work sessions and committee meetings that are not recorded on DVD's to be transcribed in more detail.

If it is Council's intent to get to a more executive style minute format, a cost savings could be realized. Currently TimeSavers charges one of two ways - Base rate plus hourly for each 30 minutes or hourly rate plus page rate of minutes prepared, whichever amount is greater. Using the second scenario, if minutes were transcribed into executive type minutes, the pages may be reduced by at least half. Therefore, if a meeting was 10 typed pages at \$12.30 per page (\$123.00), and that was reduced to five pages (\$61.50), that times two regular Council meetings per month, could be equivalent to about a \$3,000 savings per year. TimeSavers has also indicated each meeting is reduced by \$20 per meeting if the minutes are transcribed via DVD or the web stream broadcast. That would

reduce the cost of transcription by another \$480 per year for Council alone (2 regular meetings per month), plus another approximate \$480 per year for HRA at two regular meetings per month. With the simplification of the minutes, it will also be a viable option to consider doing Council meeting minutes with existing staff instead of Timesavers. These calculations do not include work sessions and committee meetings as they are not audio or video recorded.

Funding Source:

N/A

Council Action:

Based upon discussion.

Attachments

Work Session Minutes 04/08/2008

Ramsey City Code Section

Robert's Rules of Order

League of Minnesota Cities Information

Survey with other Cities

TimeSaver's Contract

Form Review

Inbox

Kurt Ulrich

Reviewed By

Kurt Ulrich

Form Started By: Jo Thieling

Date

10/04/2011 05:12 PM

Started On: 10/03/2011 09:04 AM

Final Approval Date: 10/04/2011

Councilmember Elvig stated that he agreed that a decision needs to be made, even if the action cannot move forward.

Mayor Gamec stated that the Council should also discuss the Cell Tower Moratorium/Ordinance. He asked about the Fire Department Reporting item from the list.

Fire Chief Kapler stated that currently, their reports are run by the City Administrator, and he just wanted feedback from the Council of what they would like to see.

There was a Consensus of the Council that the current fire department reports are adequate.

Assistant City Administrator Nelson asked what the Council would like to do, if anything, about the format of the Council minutes.

Councilmember Jeffrey stated that he thinks the issue was whether to go to verbatim transcripts versus minutes.

Councilmember Elvig stated that there was discussion about having an audiotape back-up also.

Councilmember Dehen stated that minutes are not as accurate as transcripts, but transcripts are very expensive. He stated that minutes cannot be used for evidence because they are not as accurate and statements are not made under oath.

Mayor Gamec stated that the Council meetings are videotaped.

City Clerk Thieling noted that the motions from the minutes are public record, but not the discussion. She stated that there was discussion about listing a summary of the case, without the back and forth of the discussion and then including the motion.

Councilmember Elvig asked what the typical format is for minutes.

Assistant City Administrator Nelson stated that every City does it differently.

City Administrator Ulrich noted that the current minutes are fairly detailed which was also the way minutes were taken in Moundsvew. He stated that Champlin had more of an executive summary format for their minutes.

Mayor Gamec stated that he is comfortable with the current format.

There was a Consensus of the Council that the current format for minutes should remain as is.

City Administrator Ulrich asked if the Council would like the legislative representatives to make a presentation after the session.

There was a Consensus of the Council to have the legislative representatives present a synopsis of their recent session.

Ramsey, Minnesota, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 2 - ADMINISTRATION >> ARTICLE II. - CITY COUNCIL >> DIVISION 2. - RULES OF ORDER AND PROCEDURE >>

DIVISION 2. - RULES OF ORDER AND PROCEDURE

Sec. 2-48. - Suspension or amending division.

Sec. 2-49. - Meetings.

Sec. 2-50. - Presiding officer.

Sec. 2-51. - Minutes.

Sec. 2-52. - Order of business.

Sec. 2-53. - Quorum and voting.

Sec. 2-54. - Ordinances, resolutions, motions, petitions and communications.

Secs. 2-55—2-81. - Reserved.

Sec. 2-48. - Suspension or amending division.

This division may be temporarily suspended by a majority vote of all of the councilmembers and shall not be repealed or amended except by a majority vote of the whole council after notice has been given at some preceding council meeting.

(Code 1978, § 2.01.08; Ord. No. 92-04, 6-12-1992)

Sec. 2-49. - Meetings.

- (a) *Regular meetings.* Regular meetings of the city council shall be held on the second and fourth Tuesdays of each calendar month at 7:00 p.m. Any regular meetings falling upon a legal holiday shall be held on the following business day at the same time and place. All meetings shall be held at the Ramsey Municipal Center.
- (b) *Special meetings.* Each councilmember shall receive at least 24 hours' notice of a special meeting. If that councilmember cannot be found, a written notice of such meeting shall be left at the councilmember's home. Special meetings may be held without prior written notice or when all councilmembers are present at the meeting or consent thereto in writing. Such consent shall be filed with the city clerk prior to the beginning of the meeting.
- (c) *First meeting in January.* At the first regular council meeting in January of each year, the council shall:
 - (1) Designate the depositories of city funds; and
 - (2) Appoint such officers and employees and such members of boards, commissions, and committees as may be necessary.

(Code 1978, § 2.01.01; Ord. No. 79-18; Ord. No. 92-04, 6-12-1992; Ord. No. 93-02, 3-1-1993)

Sec. 2-50. - Presiding officer.

- (a) *Mayor as presiding officer.* In the absence of the mayor and acting mayor, the city administrator shall call the meeting to order and shall preside until the councilmembers present at the meeting choose one of their number to act temporarily as presiding officer.
- (b) *Duties.* The presiding officer shall preserve order, enforce the rules of procedure herein prescribed, and determine without debate, subject to the final decision of the council on appeal, all questions of procedure and order. Except as otherwise provided by statute or by these rules, the proceedings of the council shall be conducted in accordance with Robert's Rules of Order, Newly Revised. All questions and remarks shall be addressed to the presiding officer, or through the presiding officer to the appropriate councilmember, staff member, citizen or other appropriate person.
- (c) *Appeal of ruling.* Any member may appeal to the council from a ruling of the presiding officer. The member appealing shall clearly state the reasons for his appeal. If the appeal is seconded, the presiding officer may explain his ruling, but no other councilmember shall participate in the discussion. The appeal shall be sustained if it is approved by the majority of the members present.

- (d) *Participation.* The mayor or such other members of the council as may be presiding may move, second and debate from the presiding officer. The presiding officer shall not be deprived of any of the privileges of a councilmember by reason of acting as presiding officer.
- (e) *Decorum and order—Councilmembers.*
- (1) Any councilmember desiring to speak shall address the presiding officer and, upon recognition, shall confine himself to the question under debate.
 - (2) A councilmember who wishes to question a staff member shall address the question to the city administrator through the presiding officer. The city administrator shall be entitled to either answer the inquiry or designate a member of the staff to answer.
 - (3) A councilmember who wishes to ask a question of the city attorney may do so after being recognized by the presiding officer.
 - (4) A councilmember, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer, unless a point of order is raised by another councilmember, or unless the speaker chooses to yield to questions from another councilmember.
 - (5) Any councilmember called to order while speaking shall cease speaking immediately until the question of order is determined. If ruled to be in order, he shall be permitted to proceed. If ruled to be not in order, he shall remain silent or shall alter his remarks so as to comply with the rules of the council.
 - (6) Councilmembers shall accord the utmost courtesy toward each other, to city employees and to citizens appearing before the council. Councilmembers shall refrain at all times from rude and derogatory remarks, reflections about integrity, abusive comments and statements regarding motives and personalities.
 - (7) Any councilmember may move to require the presiding officer to enforce the rules and the affirmative vote of a majority of the council shall require the presiding officer to so act.
 - (8) Any councilmember may address the council on a question of personal privilege if his integrity, character or motives has been assailed, questioned or impugned.
 - (9) No councilmember should speak more than once on any one subject until every other councilmember choosing to speak on the topic has spoken.
 - (10) Any councilmember shall have the right to express dissent from or protest any action of the council and have the reason entered into the **minutes**. If such dissent or protest is desired to be entered in the **minutes**, this should be made clear by language such as "I would like the **minutes** to show that I am opposed to this action for the following reasons:...."
- (f) *Same—Employees.* Members of the city staff shall observe the same rules of procedure and decorum applicable to members of the council. The city administrator shall ensure that all city staff observes such decorum. Any staff member, including the city administrator, who desires to address the council or members of public shall first be recognized by the presiding officer. All remarks shall be addressed to the presiding officer or through the presiding officer to an individual councilmember or member of the public.
- (g) *Same—Public.* Members of the public attending council meetings shall observe the same rules of order and decorum applicable to the councilmembers. Any person who becomes boisterous while addressing the council shall be removed from the room if the sergeant-at-arms is so directed by the presiding officer.
- (h) *Enforcement of decorum.* The chief of police shall be the ex officio sergeant-at-arms of the council. He shall carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum in the council chambers. Upon instructions from the presiding officer, it shall be the duty of the chief of police or representative to eject any person from the council chambers.

(Code 1978, § 2.01.02; Ord. No. 92-04, 6-12-1992; Ord. No. 02-22, 8-5-2002)

Sec. 2-51. - Minutes

- (a) *Preparation required.* Ordinances, resolutions and claims need not be recorded in full in the **minutes** if they appear in other permanent records of the city and can be accurately identified from the description given in the **minutes**.
- (b) *Procedure.* The **minutes** of each meeting shall be reduced to typewritten form, shall be signed by the city clerk and copies thereof shall be delivered to each councilmember as soon as practicable after the meeting. At the next regular council meeting following such delivery, approval of the **minutes** shall be considered by the council. The **minutes** need not be read aloud, but the presiding officer shall call for any additions or corrections. If there is no objection to the proposed addition or correction, it may be made without a vote of the council. If there is an objection, the council shall vote upon the addition or correction. If there are no additions or corrections, the **minutes** shall stand approved. **Minutes** of all council meetings shall be posted at the city hall for public review.

(Code 1978, § 2.01.03; Ord. No. 92-04, 6-12-1992)

Ramsey, Minnesota, Code of Ordinances >> PART II - CODE OF ORDINANCES >> Chapter 2 - ADMINISTRATION >> ARTICLE I. - IN GENERAL >>

ARTICLE I. - IN GENERAL

Sec. 2-1. - Hearings.

Sec. 2-2. - Owner of unclaimed property.

Secs. 2-3—2-22. - Reserved.

Sec. 2-1. - Hearings.

- (a) *Generally.* Unless otherwise provided in this Code, or by law, every public hearing required by law, ordinance, or resolution to be held on any legislative or administrative matter shall be conducted in accordance with this section.
- (b) *Notice.* Every hearing shall be preceded by ten days' mailed notice to all persons entitled thereto by law, ordinance, or regulation unless only published notice is required. The notice shall state the time, place, and purpose of the hearing. Failure to give the notice or defects in it shall not invalidate the proceedings if a good faith effort has been made to comply with this subsection.
- (c) *Conduct.* At the hearing, each party in interest shall have an opportunity to be heard and to present such evidence as is relevant to the proceeding. The council may adopt rules governing the conduct of hearings, records to be made, and ~~copy the minutes as it~~ *deems necessary.*
- (d) *Record.* Upon the disposition of any matter after hearing, the council shall have prepared a written summary of its findings and decisions and enter the summary in the official council **minutes.**

(Code 1978, § 1.02.01)

~~Sec. 2-2. - Owner of unclaimed property.~~

The owner of unclaimed property sold at public auction shall be paid the sale price thereof from the general fund if the owner makes application in writing and shows satisfactory proof of ownership within six months of the sale. Such application shall be made to the city administrator.

(Code 1978, § 3.51.05)

Secs. 2-3—2-22. - Reserved.

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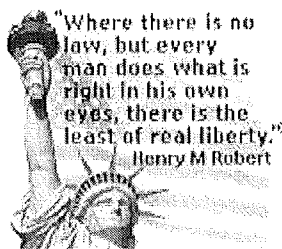
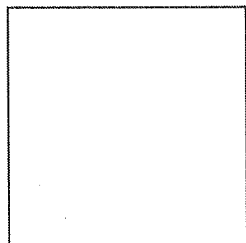
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The Minutes:

The record of the proceedings of a deliberative assembly is usually called the Minutes, or the Record, or the Journal. In the meetings of ordinary societies, there is no object in reporting the debates; the duty of the secretary, in such cases, is mainly to record what is "done" by the assembly, and not what is said by the members. The minutes should show:

- Kind of meeting, "regular" (or stated) or "special," or "adjourned regular" or "adjourned special";
- Name of the organization or assembly;
- Date/time of meeting and place, when it is not always the same;
- The fact of the presence of the regular chairman and secretary, or in their absence the names of their substitutes,
- Whether the minutes of the previous meeting were read and approved, or approved as corrected, and the date of the meeting if other than a regular business meeting;
- All main motions (except such as were withdrawn) and motions that bring a main question again before the assembly, stating the wording as adopted or disposed of, and the disposition--including temporary disposition (with any primary and secondary amendments and adhering secondary motions then pending;
- Secondary motions not lost or withdrawn where needed for clarity of the minutes;
- Previous notice of motions;
- Points of order and appeals, and reasons the chair gives for the ruling;
- Time of adjournment.



Generally the name is recorded of the mover, but not of the seconder, unless ordered by the assembly. When corrections to the minutes are made by the assembly, the corrections are made in the written text of the minutes being approved, and the minutes of the meeting where they are corrected merely state that the minutes were approved "as corrected", without actually stating the details of those corrections.

The secretary should sign the minutes, and in some societies the minutes are also signed by the president. When the minutes are approved, the word "Approved" should be written on the minutes with the secretary's initials and the date.

The essentials of a record should be entered, as previously stated, and when a count has been ordered or where the vote is by ballot, the number of votes on each side should be entered. When the voting is by roll call, a list of the names of those voting on each side should be entered, and those answering "Present", and enough names of those present, who fail to respond, to reflect that a quorum was present.

Where the regular meetings are held weekly, monthly, or quarterly, the minutes are read at the opening of each day's meeting, and, after correction should be approved. Where the meetings are held several days in succession with recesses during the day, the minutes are read at the opening of business each day. If the next meeting of the organization will not be held for a long period, as six months or a year, the minutes that have not been read previously should be read and approved before final adjournment. If this is not practical, then the executive committee or a special committee should be authorized to correct and approve them. A special meeting does not approve minutes, and its minutes should be approved at the next regular meeting.

When the reading of the minutes is dispensed with they can afterwards be taken up at any time when nothing is pending. If not taken up previously, they come before the assembly at the next meeting before the reading of the later minutes....

For additional information, refer to RONR 10th ed. pp. 451-458.

Robert's Rules says that all MAIN motions should be shown in the minutes. However, at a meeting, the secretary will have a need to record nearly all motions and what was done (their disposition), recording details that are not intended to show up in the final draft to be submitted for approval at the next regular meeting.

These notes will then be edited and condensed so that secondary motions, e.g. amendments, are not listed separately in the minutes, but are incorporated into the final wording that is the exact same wording used by the chair in putting the question to a vote and/or otherwise disposing of the main motion. The final draft will show all MAIN motions, as amended, and will not show the evolution of the wording of a motion during its amendment. Thus, a half-dozen handwritten pages may become a single typewritten page.

For example, the final draft minutes may be worded as follows:

Once the council has formally approved the minutes of any meeting, they should not be changed under any circumstance. The council can dispense with the reading of the minutes if all councilmembers have received them prior to the meeting.

Minn. Stat. § 412.221, subd. 1;
Minn. Stat. § 15.17, subd. 1.

The council must provide books and stationery for keeping minutes. State law requires all cities to keep minutes on a physical medium that is of a quality that will ensure permanent records.

Minn. Stat. § 412.151, subd. 1.

Because minutes would likely be considered official papers of the city, they should be signed by the clerk. Although not required by law, in many cities the mayor also signs the minutes after they are approved by the council. If the minute book includes only a clipping from the published proceedings, the clerk should sign the clipping even though the signatures of the clerk and mayor are already printed on the clipping. Minute books are public records and must be available for public view at any reasonable time.

1. Publication of council minutes

Minn. Stat. § 412.191, subd. 3;
Minn. Stat. § 331A.01, subd. 10;
Minn. Stat. § 331A.08, subd. 3.

After every regular or special meeting, statutory cities with populations over 1,000 (according to the latest federal Census) must publish the official council proceedings or a summary of the official minutes. The summary must include action on motions, resolutions, ordinances, and other official proceedings. The summary must state that the full text of the summary is available for public inspection at a designated location or by standard or electronic mail. As an alternative to publication, the city may mail, at city expense, a copy of the proceedings to any resident upon request. Publication of the council minutes must generally occur within 30 days of the meeting. If the governing body of a political subdivision conducts a regular meeting not more than once every 30 days, however, the governing body need not publish the meeting minutes until 10 days after they have been approved by the governing body. Cities with a population of less than 1,000 are not required to publish the council proceedings but may choose to do so. The publication requirement in state law does not cover home rule charter cities; therefore, charter cities should consult their charter to determine whether it has a publication requirement.

2. Content of council minutes

Minn. Stat. § 13D.01, subd. 4;
Minn. Stat. § 412.191, subd. 3;
Minn. Stat. § 331A.01, subd. 6.

The clerk must include the following information in the minutes:

- The members of the public body who are present.
- The members who make or second motions.
- Roll-call vote on motions.
- Subject matter of proposed resolutions or ordinances.
- Whether the resolutions or ordinances are defeated or adopted.

Minn. Stat. § 412.151, subd. 1.

*See Statement of Position,
Meeting Minutes, Office of the
State Auditor.*

- The votes of each councilmember, including the mayor.

Ordinances, resolutions, and claims considered by the council do not need to be fully detailed in the minutes if they appear in other permanent records kept by the clerk and can be accurately identified by the description given in the minutes.

The Office of the State Auditor has recommended that meeting minutes include the following information in addition to the information required by state statute.

- Type of meeting (regular, special, emergency, etc.)
- Type of group meeting (whether the meeting is a meeting of the governing body or committee, for example).
- Date and place the meeting was held.
- Time the meeting was called to order.
- Approval of minutes of the previous meeting, with any corrections.
- Identity of parties to whom contracts were awarded.
- Abstentions from voting due to a conflict and the member's name and reason for abstention.
- Reasons the governing body awarded a particular contract to a bidder other than the lowest bidder.
- Granting of variances and special use permits.
- Approval of hourly rates paid for services provided, mileage rates, meal-reimbursement amounts, and per-diem amounts.
- Listing of all bills allowed or approved for payment, noting the recipient, purpose, and amount.
- List of all transfers of funds.
- Appointments of representatives to committees or outside organizations.
- Reports of the officers.
- Authorizations and directions to invest excess funds, information on investment redemptions and maturities.
- Time the meeting concluded.

3. Making an adequate record

It is very important to make an adequate record of council decisions and of the factual information on which councilmembers base their decisions. Minutes are the primary record of the decision-making process and are critical if council actions become subject to judicial review.

Council actions are generally classified as either legislative or administrative in nature. The establishment of general policies and procedures is legislative action and is subject to limited judicial review. Courts typically will not substitute their judgment for a council's judgment on these topics.

Administrative or quasi-judicial actions involve the application of a general policy to a specific person or situation. Administrative actions are subject to greater judicial scrutiny, and will be set aside if they are arbitrary, unreasonable or capricious. Therefore, it is important for the council to develop an accurate record and findings.

Metro 500, Inc. v. City of Brooklyn Park, 297 Minn. 294, 211 N.W.2d 358 (Minn. 1973); *Inland Constr. Co. v. City of Bloomington*, 292 Minn. 374, 195 N.W.2d 588 (Minn. 1972); *Bank of America, FSB v. City of St. Paul*, No. C7-97-1073 (Minn. Ct. App. Feb. 17, 1998) (unpublished decision).

See also cases cited concerning the necessity of findings in Handbook, Chapter 14 (land-use decisions).

For example, in order for a court to meaningfully review council actions, the minutes must clearly and precisely state the council's finding of facts and how those facts led to the council's decision. Findings of fact serve not only to improve the decision-making process, but also aid in judicial review. The findings are part of the record. When a court reviews council proceedings, it will rely on the records the city actually kept and not on the records the city might have maintained.

4. Parts of the record

When the city council or other public body holds a hearing, the record usually consists of two separate parts: the transcript, which preserves testimony, and the final order or determination. Following is a sample final-order outline for a conditional use permit. The elements of the order reflect the steps taken by a hearing body in arriving at a decision:

- A caption or title, such as, "In the matter of Ms. X's application for a conditional use permit."
- A preamble that summarizes the council's actions at the hearing and states the purpose of the application.
- Findings of fact (individually numbered).
- Conclusions or reasons.
- A decision.
- An opinion (if any).
- A copy of the transcript, tape recording or, at minimum, detailed minutes that include all objections and rulings on them (if any).

When a council prepares precise findings of relevant facts, the result is a well-reasoned decision. When a council can demonstrate its conclusions are consistent with all the facts in the record, its decision is likely to be upheld if judicially challenged. The record should also demonstrate compliance with all constitutional requirements, as well as with all procedural requirements. Often, due-process deficiencies, such as lack of notice, provide grounds for appeal.

III. Motions, resolutions, and ordinances

A. Passing motions, resolutions, and ordinances

Any councilmember, including the mayor, may introduce an ordinance or resolution. When ordinances or resolutions are before the council, the council may act upon them at once, refer them to a committee for study and recommendation, postpone consideration to some future time, or take any of the other subsidiary or privileged motion actions. After the council has completed all consideration and discussion of the matter, the presiding officer should read the ordinance or resolution and call for a vote.

If the council decides to refer the matter to a committee, the committee may conduct an investigation and recommend passage of the ordinance or resolution in its original form or in an amended form, or it may reject the ordinance or resolution. Debate on the ordinance or resolution may take place at the time of its introduction, while a committee is considering it, and after the committee has reported its findings and recommendations.

See "Counting the Votes of Council Actions Parts I and II," Minnesota Cities (May 2006, p. 19; June-July, p. 19) for more information.

Minn. Stat. § 412.191, subd. 4 (summary of ordinances).

Minn. Stat. § 412.851 (vacation of streets).

Minn. Stat. § 412.191, subd. 4.

Minn. Stat. § 462.357, subd. 2b.

Most resolutions and procedural motions of the council must receive a majority of the votes cast in order to be adopted. To illustrate: if two members of the council vote in favor of a resolution, one votes against it, and two abstain from voting, the resolution passes. State law requires some resolutions to be adopted by more than a majority of those voting on the resolution. For example, a resolution to approve summary publication of an ordinance requires a four-fifths vote of the members of the council. And a four-fifths vote of the members of the council is required to vacate a street.

Ordinances, on the other hand, must be enacted by "a majority vote of all the members of the council," except where a larger number is required by law. Therefore, on a five-person council, an ordinance would need at least three favorable votes to pass. State law requires a larger number in some circumstances. For example, a two-thirds vote is required to change the classification of land in a zoning district from residential to commercial or industrial.

Type of Minutes Taken

City	Near Verbatim	Summary	Executive	Notes from Clerk
Ramsey	X			Committee meetings tend to be done more in summary
Oak Grove		X		Clerk stated they do not do the “he said/she said” type minutes although their City Attorney says their minutes are more detailed than they need to be
Champlin			X	No notes from the Clerk, however Ramsey staff reviewed some minutes and the regular CC meetings seem to be done more in the Executive Style while the work sessions are more near verbatim to summary.
Big Lake		X		Clerk stated the minutes are done in summary – definitely not verbatim. They have 3 to 4 sentences about the topic and then the motion.
Brooklyn Park		X		Clerk stated the minutes are done in summary except more detailed for persons who speak at public hearings.
Bethel		X		
Columbia Heights	X			Clerk stated minutes are about ¾ verbatim – leaving out petty comments.
Dayton	X			Clerk stated minutes taken show a lot of the discussion
Fridley	X			
Blaine		X		Clerk stated they do summary style and only put verbatim within the minutes if a Councilmember directs the minute taker to include their statements verbatim. On less controversial items, the minutes are fairly abbreviated but when it is an item that is contentious, they ask that the minute taker put more detail into the minutes related to that item but they are still not verbatim. She noted verbatim would be extremely costly and could be a problem when people say things that could be misconstrued or troublesome. On the other hand, summary minutes are sometimes debated because what the minute taker understands and summarizes may not be completely what the speaker

				meant or hoped to convey. They have each department head that attends the meeting review their portion of the minutes for their items to make sure the minutes reflect the gist of what was discussed prior to it being sent on to Council for approval.
Elk River		X		Clerk stated they try to put Council comments in as a whole rather than he said/she said type statements unless there is a real disagreement on things. The only time they do things more verbatim is if it is a possible lawsuit or actual lawsuit issue.
Osseo		X		Clerk stated they have “general minutes”, covering the basic conversation or questions along with responses. If someone repeats themselves or says basically the same thing using different words, it’s only recorded once. Any reasons a Councilmember voters different from the rest of them is especially noted for the record.
St. Francis	X	X		Clerk stated the minutes vary, depending on the topic. They try to do a summary but sometimes it is close to verbatim.

**ADDENDUM TO
RECORDING SECRETARY SERVICE AGREEMENT**

Dated: December 31, 2010

By and between TimeSaver Off Site Secretarial, Inc. and the City of Ramsey, 7550 Sunwood Drive, Ramsey, MN 55303.

1. EXTENSION OF RECORDING SECRETARIAL SERVICE AGREEMENT: The term of the existing Recording Secretary Service Agreement dated December 31, 2009 shall be extended under the same terms and conditions to December 31, 2011.

2. TOSS Charges. TOSS shall be paid for its services as recording secretary for each meeting (the highest rate will prevail), as follows:
 - a. Base Rate of One Hundred Twenty-Six and 25/100 dollars (\$126.25) for any meeting up to one (1) hour (billable time) plus Thirty-One and 25/100 dollars (\$31.25) for each thirty (30) minutes following the first one (1) hours; or

 - b. Twenty-seven and 50/100 dollars (\$27.50) per hour for length of meeting, and fifteen (15) minutes prior to Call to Order and fifteen (15) minutes following Adjournment with a one and one-half (1.5) hour minimum; and Twelve and 30/100 dollars (\$12.30) for each page of minutes prepared from shorthand or machine notes of the recording secretary as draft minutes for submission to and the review and comment of the City of Ramsey for their preparation of final minutes.

 - c. The City of Ramsey shall receive a Twenty and 00/100 dollar (\$20.00) per meeting discount for minutes transcribed via DVD or the webstream broadcast.

At the end of the term of this Addendum or any extension of it, the parties may make a new Agreement or extend or modify the terms of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Addendum to the Recording Secretary Service Agreement as of the day and year indicated.

January 4, 2011

CITY OF RAMSEY

By

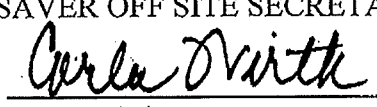

Kurtis G. Ulrich

Its City Administrator

November 10, 2010

TIMESAVER OFF SITE SECRETARIAL, INC.

By


Carla Wirth

Its President & CEO

CC Work Session

2. 2.

Meeting Date: 10/11/2011

By: Aaron Backman, Administrative
Services

Title:

Proposed Lease & Fire Suppression System for City-Owned Property at 6701 Hwy 10

Background:

The City of Ramsey acquired the property at 6701 Hwy 10 in September of 2005. The 28,000 sq. ft building includes 18,000 sq. ft. of cold storage that is utilized by Sharp & Associates to store boats, RVs, and other vehicles, and approximately 10,000 sq. ft of office space formerly occupied by NAU Country Insurance. In February of 2007, the city leased 4,820 sq. ft. of the east side of the office space to Youth First Community of Promise. Three years later, the lease was modified with the lessee being the Northwest Anoka County Community Consortium. Youth First continues to operate in the east side of the office space. The city constructed a demising wall dividing the office area in the middle and has undertaken other maintenance activities pertaining to the property.

In July of 2011, the United Methodist Church of Anoka approached the Economic Development/Marketing Manager regarding leasing the western portion of the office space at 6701 Hwy 10. The Anoka church is interested in creating a new satellite church called Northern Light Church. On July 8th, the church provided a letter of intent to lease the office area. Following negotiations with representatives of the church, a lease was drafted that reflected an annual rent of \$24,100 in the first year and \$26,510 in the second year of the lease. The term of the lease would be for 30 months.

According to the Building Official, since there is a change of use of the property that entails assembly activities, the city's building code requires the installation of a fire suppression system. Following discussions with the Building Official, Fire Marshal, and the church, it is clear that a fire sprinkler system would be required for a portion of the building, specifically for the office area on the south end of the property (see diagram of the building). This proposed project would provide fire safety for both sides of the office area.

The proposed fire sprinkler project would entail a two-zone wet and dry pipe fire protection sprinkler system. The "wet pipe system" protects the heated office space and moves water through pipes in the ceiling. The "dry pipe system" protects the unheated attic truss space and is equipped with an air compressor. The total cost for both is \$64,980. There is currently a two inch water service line that comes into the building which does not provide sufficient water pressure to support the fire protection system. Therefore, a six inch water line would need to be extended from the water main that runs along the south side of the BNSF railroad tracks. Public Works has provided cost estimates for two options (see site layout showing water main options). The 280 foot option is estimated to cost \$53,585 and the 440 foot option \$36,575. Both have a 25% contingency. Adding the cost of the sprinkler system with the lower cost water main option, the total project cost was assumed to be \$101,555. Following the 9/27/11 Work Session, the Economic Development/Marketing Manager approached three local contractors for quotes to undertake the water service extension. Actual quotes came in less than the city's original estimates--\$23,950 and \$34,450 for the lower cost option. Using the lowest quote for the water main project reduces total project costs to \$88,930.

City staff contacted the Anoka County Assessor's office regarding the tax status of the building. All of the office area is currently tax-exempt. The county's tax assessor indicated that the proposed lease with Northern Light would not change the tax exempt status. This would allow for more of the lease revenue to be used to amortize the costs of the fire safety project. Simultaneously, city staff talked to the church regarding a revised lease with a four-year term. The United Methodist Church of Anoka Board considered the revised lease term on 10/4/11 and approved a four-year lease. The attached lease outlines the yearly lease amounts--\$24,100, \$26,510, \$27,300, and \$28,128. The total revenue for the four years would now total \$106,038. The proposed revenue stream from the Northern Light Church revised lease would fully amortize the fire safety project and still cover administrative costs,

maintenance and contingencies.

An alternate option for the City Council's consideration is to upsize the size of the water main from six inches to eight inches and to follow the proposed route closest to the property line. If the property is sold and goes back on the tax rolls in the future, it may make sense to potentially plan for a development to the east of the old NAU building that could also be served by the same water main. The additional cost would be \$4,200 (\$2,500 for the larger pipe and \$1,700 for the route change).

Recommendation:

It is recommended that the City Council approve the proposed fire suppression system needed for the city-owned property at 6701 Hwy 10. This investment in a sprinkler system would permit the leasing of the building to Northern Light Church and potentially open up the building to other users. The revised lease provides for a revenue stream that amortizes the approximately \$90,000 costs of the fire safety project. It is further recommended that the City Council approve, contingent upon sign-off by the Metropolitan Council, the four-year lease of the office space to Northern Light Church and the use of lease revenues to offset the cost of the site improvements.

Funding Source:

It is suggested that the City Council consider utilizing approximately \$22,500 a year from the lease revenue with Northern Light Church to amortize the cost of installing the fire protection system. This would generate \$90,000 to amortize the investment. It is further recommended that the EDA Fund be used to front the costs of the fire safety project, that an interfund loan be established, and that the fund be reimbursed at an interest rate of 2.0% per year with the first year's interest being applied to the remaining three years.

Council Action:

- 1) City Council approval of the proposed fire suppression system needed for the city-owned property at 6701 Hwy 10. This investment in a sprinkler system would permit the leasing of 4,820 sq. ft. of the west office space in the building to Northern Light Church.
- 2) City Council approval of the four-year lease, contingent upon by sign-off by the Metropolitan Council, to Northern Light that amortizes the approximately \$90,000 costs of the fire safety and water main extension project.
- 3) City Council approval of the use of the EDA Fund to front the costs of the fire suppression system and water main extension, that an interfund loan be established with a 2.0% annual interest rate, and that the EDA Fund be repaid with the proceeds of the lease revenue with the first year's interest being applied to the remaining three years.

Attachments

6701 Hwy 10 Bldg.

6701 Hwy 10 Water Main Options

Northern Light Revised Lease - 4 YR

Form Review

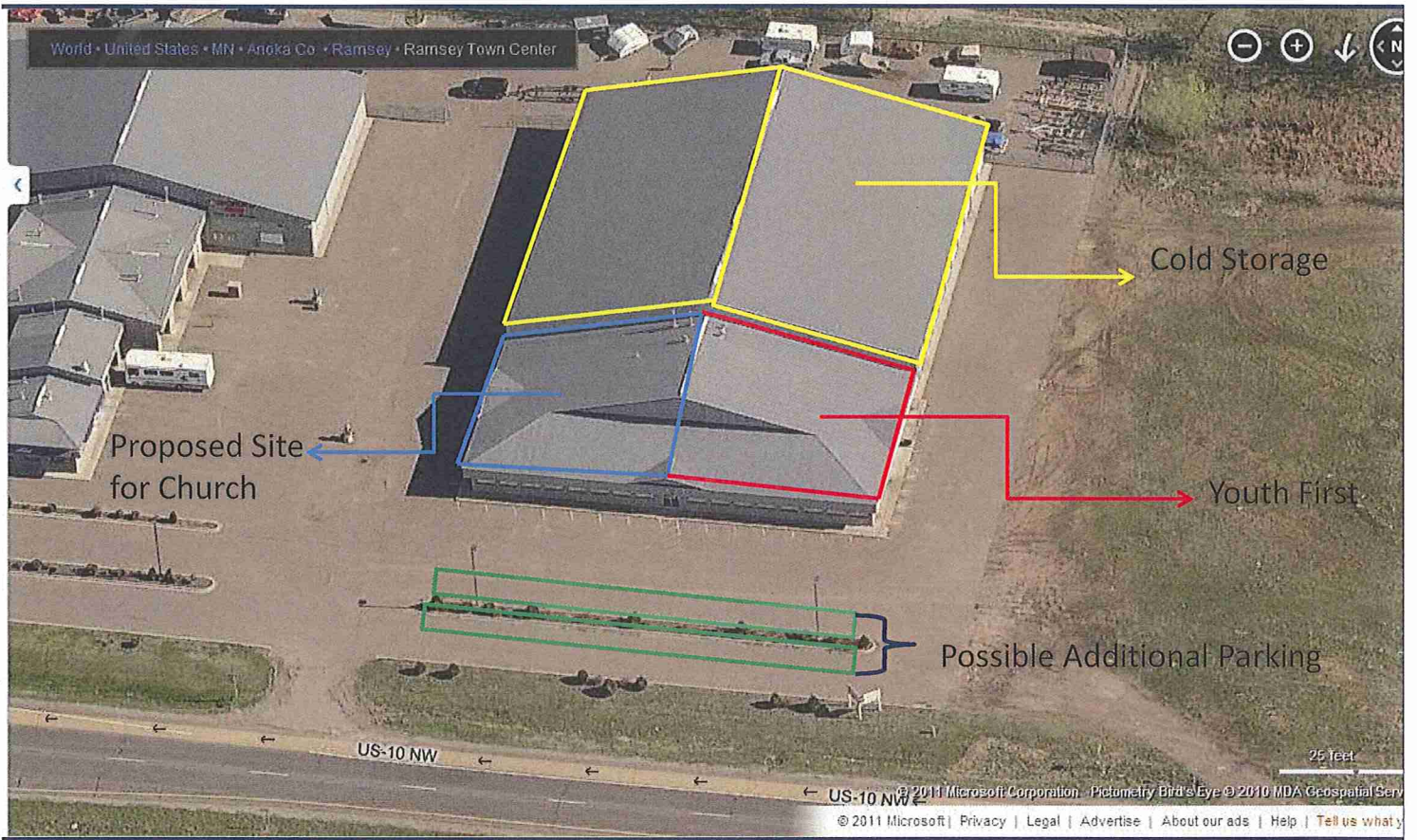
Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

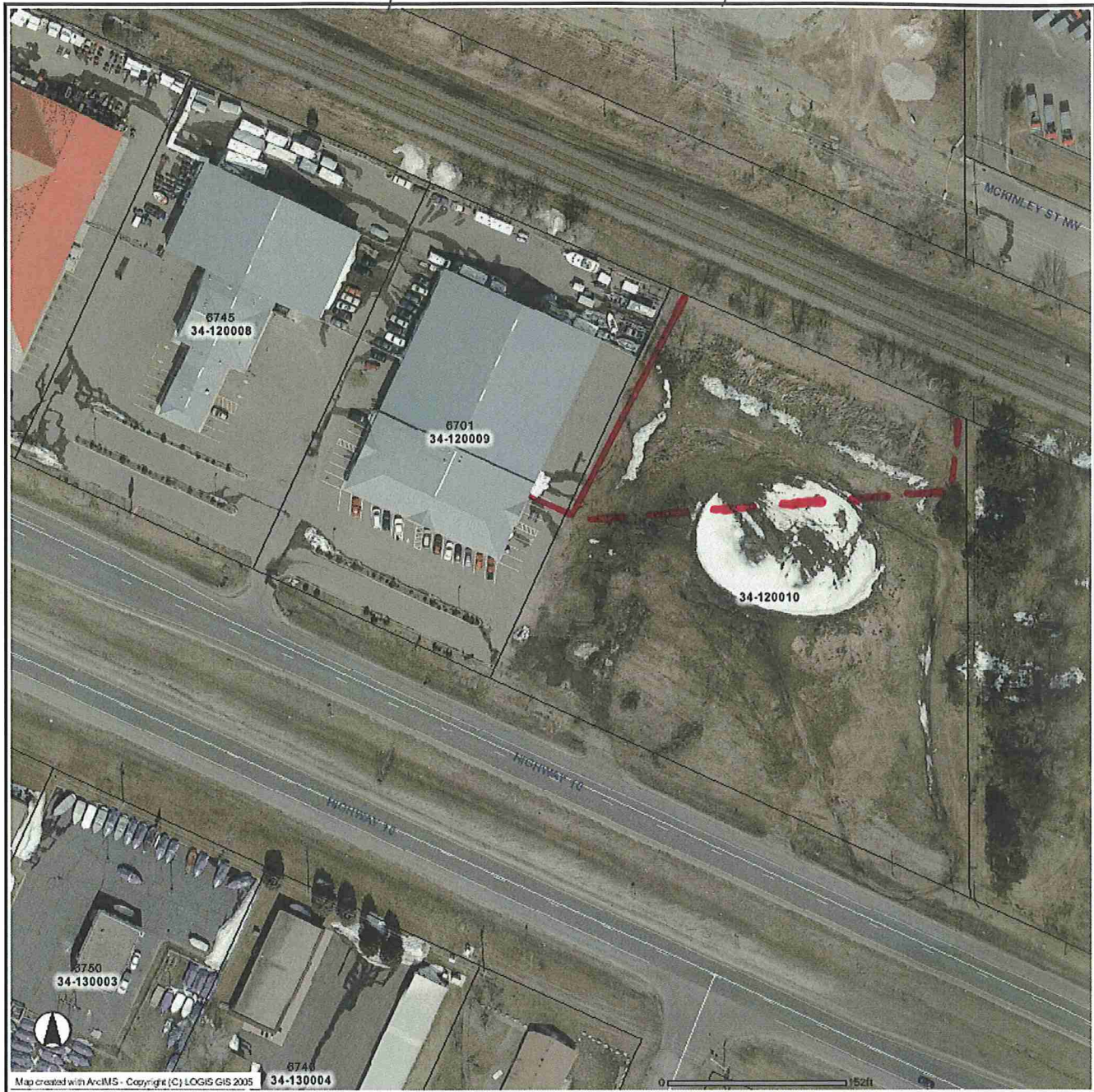
Date
10/06/2011 01:29 PM
Started On: 10/05/2011 03:06 PM

Form Started By: Aaron Backman

Final Approval Date: 10/06/2011



6701 Hwy 10 - Water Main Options



**LEASE FOR PART OF
COMMERCIAL BUILDING
LOCATED AT 6701 HIGHWAY 10 NW
RAMSEY, MINNESOTA**

THIS LEASE AGREEMENT (this "Lease"), made and entered into this ___ day of October, 2011, by and between the **CITY OF RAMSEY**, a Minnesota Municipal corporation, 7550 Sunwood Drive, Ramsey, Minnesota 55303, ("LESSOR") and **UNITED METHODIST CHURCH of ANOKA**, a Non-Profit Corporation organized under the laws of the State of Minnesota, **dba NORTHERN LIGHT CHURCH**, 850 South Street, Anoka, Minnesota, ("LESSEE").

RECITALS

1. **Purpose.** LESSOR is the fee owner of the Premises described in paragraph 2 below, LESSEE desires to provide space for LESSEE's use of the Premises as a place of worship and related uses. LESSOR is willing to Lease the Premises to LESSEE pursuant to the terms and conditions of this Lease.

2. **Premises.** LESSOR does hereby demise, Lease and let to LESSEE the Westerly 4,820 square feet of the office area located in the building located at 6701 Highway 10 NW, Ramsey, Minnesota (the "Premises") and which building (the "Building") is located on the following legally described property:

Lot 3, Block 1, DEAL INDUSTRIAL PARK, Anoka County, Minnesota.

The Premises also include the nonexclusive use of the paved parking areas adjacent to the Building, excluding the fenced in area. LESSEE'S employees and invitees shall not be permitted to the use of those parking areas which interfere with the reasonable use of other tenants located within the Building.

3. **Term.** The Lease Term shall commence on the **first day of November, 2011**, (the “Commencement Date”) and end on the **31st day of October, 2015**, at midnight, unless extended or sooner terminated as hereinafter provided (the “Lease Term”).

4. **Use.** The Premises shall be used by LESSEE as a commercial use for worship, educational and outreach purpose programs as directed by Northern Light Church. LESSEE will not make or suffer any unlawful or offensive use of the Premises or any use or occupancy thereof contrary to any law of the state or any ordinance of the City of Ramsey now or subsequently hereto made. LESSEE will not conduct or permit to be conducted any activity, or place any equipment in or about the Premises, which will in any way increase the rate of fire insurance or other insurance on the Premises; and if any increase in the rate of fire insurance or other insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to activity or equipment of LESSEE in or about the Premises, such statement shall be conclusive evidence that such increase in such rate is due to such activity or equipment and, as a result thereof, LESSEE shall be liable for such increase and shall reimburse LESSOR therefore and, further, shall discontinue or cause the discontinuance of such conduct or shall remove such equipment upon LESSOR’S demand made at any time thereafter.

5. **Rent.** The LESSEE covenants and agrees to pay to the LESSOR at the LESSOR’S office without demand, rent for a term of four years as follows:

- a. Rent for the term of November 1, 2011 through October 31, 2012, shall be \$2,008.00/month.
- b. Rent for the term of November 1, 2012 through October 31, 2013, shall be \$2,209.00/month
- c. Rent for the term of November 1, 2013 through October 31, 2014, shall be \$2,275.00/month.

- d. Rent for the term of November 1, 2014 through October 31, 2015, shall be \$2,344.00/month.

All rent shall be payable on the first day of each month during the lease term. If LESSOR does not receive the rent by the fifth day of the month, LESSEE must pay a late fee equal to five percent (5%) of the overdue rent payment as additional rent if requested in writing by LESSOR. Rent is "paid" when LESSOR receives it, not when mailed or sent by LESSEE. The rent described in this paragraph 5. is hereafter referenced as the "Fixed Rent".

6. **Additional Rent.** In addition to the Fixed Rent, the LESSEE covenants and agrees to pay as additional rent all monies required to be paid by the LESSEE as set forth in the balance of this Lease. Specifically, but not by way of limitation, the reasonable value of any action taken or materials used by the LESSOR to correct or mitigate any violations of this Lease by the LESSEE shall be deemed additional rent and charged to the LESSEE, payable with the Fixed Rent payment.

7. **Utilities.** LESSEE shall pay water use for the Premises and all bills for natural gas, electricity, fuel, light, heat or power for the Premises or used by LESSEE in connection therewith.

8. **Real Estate Taxes and Special Assessments.** LESSOR shall be responsible for the payment of real estate taxes and special assessments during the term of the Lease.

9. **Repair and Maintenance.** LESSEE shall keep in good order and repair all glass, including plate glass, and the interior of the Premises, and, also, heating, sprinkler, water and electric fixtures in and upon the Premises, ordinary wear and tear excepted. LESSEE shall protect such systems against freezing and damage due to neglect of LESSEE, and LESSEE shall keep the abutting sidewalks and parking areas free of ice and snow.

LESSEE shall pay all costs and expenses necessary to maintain the plumbing, heating, air conditioning and electrical systems in and upon the Premises in good order and repair. LESSOR shall have the plumbing, heating, air conditioning, and electrical systems in working order on the Commencement Date. LESSEE shall arrange for all necessary maintenance of the Premises, including snow removal, EXCEPT that LESSOR shall be responsible for all lawn (grass) maintenance on the grassy areas around the Building. LESSEE shall also be responsible for any flower, shrubbery plantings, and or tree pruning it may choose on the front and east side of the Building. Except for the lawn (grass) maintenance above referenced, LESSEE shall pay 100% of all costs and expenses for such maintenance any plantings it chooses and or tree pruning. This is a net, net, net Lease, and LESSEE shall be solely and exclusively responsible for any and all costs and expenses of any nature or kind whatsoever attributable to the Premises except as herein specifically otherwise provided. LESSEE agrees to and shall maintain and keep the interior and exterior areas of the Premises in the same high degree of maintenance and upkeep as in when the LESSEE takes possession. Provided, however, that LESSOR shall be responsible for repair of the foundation, the exterior walls excluding glass and doors, the roof and any defect that is pre-existing as of the date hereof.

10. **Improvements, Alterations and Remodeling.** The LESSEE shall be permitted to perform improvements, alterations or remodeling on or to the Premises consistent with its intended use thereof; provided, however, that such improvements shall be done at the sole expense of the LESSEE and provided that any single improvement reasonably expected to exceed \$2,500 in cost may be done only with the LESSOR'S prior

written consent. Any other improvements, alterations or remodeling shall be performed only with the written consent of the LESSOR.

11. **Assignment.** LESSEE will not assign, transfer, mortgage or encumber this Lease or sublet or rent or permit occupancy or use of the Premises, or any part thereof by any third party; no assignment or transfer of this Lease shall be effectuated by operation of law or otherwise, (any of the foregoing being hereinafter referred to as an "Assignment").

12. **Destruction of Premises.** If Premises are totally destroyed (or so substantially damaged as to be wholly untenable) by storm, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rent shall be accounted for as between LESSOR and LESSEE as of that date. If Premises are damaged but not rendered wholly untenable and the damage can be fully repaired in ninety days, rent shall abate in proportion as the Premises have been damaged, and LESSOR shall restore within said time limit, whereupon rent in full shall re-commence. Should LESSOR fail or refuse to fully repair the Premises within said ninety days, LESSEE may terminate this Lease agreement.

13. **Removal of Fixtures.** LESSEE, prior to the expiration of this Lease or renewal thereof, may remove all fixtures and equipment, which it has placed in Premises. LESSEE shall repair all damage caused by removal of fixtures or equipment.

14. **Entry by LESSOR.** LESSOR may at all reasonable times enter to view the Premises, to make repairs or show the Premises to persons who may wish to Lease the same.

15. **Default.** If the LESSEE defaults for ten days after written notice from the LESSOR in paying any rent or if the LESSEE shall be declared bankrupt or insolvent

according to law or shall make an assignment for the benefit of its creditors or if the LESSEE shall violate or default in any of the other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for ten days after written notice from the LESSOR of such violation or default, then and in such case the LESSOR lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the Premises, or any part thereof, in the name of the whole, and repossess the same and expel the LESSEE and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and the LESSOR shall have all remedies and recourse which might otherwise be used by the LESSOR for arrears of rent or any breach of covenants herein contained.

16. **Quiet Possession.** LESSOR further covenants and warrants that if the LESSEE shall discharge the obligations herein set forth, the LESSEE shall have and enjoy, during the term hereof, quiet and undisturbed possession of the Premises.

17. **Hold Harmless and Liability Insurance.** Except in the case of the negligence of the LESSOR, its agents or its employees, the LESSEE agrees to save, hold harmless and defend the LESSOR for any liability for damages to any person or property in or about the Premises. The LESSOR shall not be liable to the LESSEE, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the Premises. All property kept, stored or maintained in the Premises shall be so kept, stored or maintained at the sole risk of the LESSEE. During the term hereof and during renewal LESSEE shall at all times have in full force and effect a policy of general public liability insurance in the amount of at least Two Million and no/100 Dollars

(\$2,000,000.00) per occurrence, or such greater amount as the parties may agree to from time to time, which insurance shall insure LESSOR as landlord and LESSEE as tenant against liability for acts of LESSOR and LESSEE.

18. **Hazard Insurance.** It shall be the responsibility of the LESSOR to keep the Premises and its interest therein covered by hazard insurance against loss or damage by fire and other perils. The LESSOR shall provide to LESSEE copies of such insurance policies upon reasonable request of LESSEE.

19. **Damage or Loss and Waiver of Subrogation.** LESSOR and LESSEE hereby agree that neither shall be liable to the other for loss arising out of damage to or destruction of the Premises, or the contents thereof, when such loss is caused by any of the perils included within a standard form of fire and extended coverage insurance.

This agreement shall be binding whether or not such damage or destruction is caused by the negligence of LESSOR or LESSEE, or their agents, servants or employees and further, any and all right of subrogation by any insurance carrier is hereby waived.

20. **Time of the Essence.** Time is of the essence of this Lease.

21. **Relationship of Parties.** This contract shall create the relationship of landlord and tenant between LESSOR and LESSEE and none other.

22. **Holding Over.** If the LESSEE remains in possession after expiration of the term hereof, with LESSOR'S acquiescence and without any distinct agreement of parties, the LESSEE shall be a tenant at will, and there shall be no renewal of this Lease by operation of law.

23. **Surrender of Premises.** At the termination of this Lease, LESSEE shall surrender Premises and keys thereof to LESSOR.

24. **Definitions.** “LESSOR” as used in this Lease shall include LESSOR, its representatives, assigns and successors in title to Premises; “LESSEE”, if this Lease shall be validly assigned or sublet, shall include its successors and shall include also LESSEE’S assignees and sublessees. “LESSOR” and “LESSEE” shall include male and female, singular and plural, corporation, partnership or individual as may fit the particular parties.

25. **Eminent Domain.** If the entire Premises are taken by any public authority under the power or threat of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the LESSOR shall make a pro rata refund of any rent that may have been paid in advance. In the event that less than the entire Premises is so taken and provided the Premises are not rendered untenable thereby, then this Lease shall terminate only at the option of the LESSOR. In the event that only a part of the Premises is so taken and that this Lease does not so terminate, there shall be a pro rata reduction in rent to the extent such taking interferes in any way with LESSEE’S use of the Premises, and all other terms and provisions hereof shall remain in full force and effect. All damages awarded for such taking shall belong to and be the property of the LESSOR, irrespective of the basis on which they are awarded.

26. **Subordination.** The LESSEE agrees that at the LESSOR’S election this Lease shall be subordinate to any land Lease, or mortgage now on or to be placed in the future on the Premises or Building and to any and all advances to be made thereunder and to the interest thereon and to all renewals, replacements and extensions thereof, provided that such subordination shall not materially affect either party’s obligations under this Lease. The LESSEE hereby appoints the LESSOR as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.

27. **Notices.** All communications, demands, notices or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease to the address set forth next to that party's signature at the end of this Lease, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner. Any party may change its address by giving notice in writing, stating its new address, to any other party as provided in the foregoing manner. Commencing on the tenth day after the giving of notice, the newly designated address shall be that party's address for the purposes of all communications, demands, notices or objections permitted or required to be given or served under this Lease³

28. **Further Assurances.** In addition to any other information which may reasonably be requested, either party shall without charge, at any time and from time to time hereafter, within ten days after written request, certify by written instrument duly executed and acknowledged to any person, firm or corporation specified in such request:

- (a) Whether this has been supplemented or amended, and, if so, the substance and manner of such supplement or amendment;
- (b) The validity and force and effect of this Lease, in accordance with its tenor as then constituted;
- (c) The existence of any default thereunder;
- (d) The existence of any offsets, counterclaims or defenses thereto on the part of such other party; and
- (e) The commencement and expiration dates of the term of this Lease.

Any such certificate may be relied on by the party who requested it and by any other person, firm or corporation to whom it may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing it.

29. **Minnesota Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

30. **Entire Agreement.** This Lease contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

31. **Attachment.** The Exhibit A attached is incorporated herein as if fully set forth at this point. Exhibit A is titled: Property Rules and Regulations.

IN WITNESS WHEREOF the parties hereto have executed these presents in quadruplicate, this day and year first above written.

LESSOR'S ADDRESS:

City Administrator
7550 Sunwood Drive
Ramsey, Minnesota 55303

CITY OF RAMSEY

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Administrator

Approved at to Form:

William K. Goodrich, City Attorney

LESSEE'S ADDRESS:

850 South Street
Anoka, MN 55303

**UNITED METHODIST CHURCH OF
ANOKA, a Minnesota Non-Profit Organization**

By: _____

Its

CC Work Session

2. 3.

Meeting Date: 10/11/2011**By:** Grant Riemer, Engineering/Public Works

Title:

Consider Changes to Sidewalk Snow Removal Policy

Background:

At the April 19th and at the July 19th PW committee meetings, staff was directed to draft a citywide policy for snow removal on sidewalks/trails. The initial direction was townhome associations would be responsible for snow removal in their developments. Staff was also directed to include language that would make the responsibility of snow removal in residential areas that of the homeowner. The city would retain maintenance responsibilities for all bituminous bike trails and sidewalks along collector streets. The city would also continue to plow sidewalks, as needed, in the school designated walking area. These routes change yearly depending on the students and their locations. The committee also recommended that the policy initially be enforced, through public education, and not the use of fines or citations. The policy would read as follows:

- Snow and Ice Removal - All property owners/occupant are required to remove snow and ice from public sidewalks adjacent to their property:
 - Must be removed from the entire width of the sidewalk up to a maximum of 50 inches (to accommodate wheelchairs, strollers, and adults with children in hand).
 - Must be removed within 24 hours after the completion of snow removal operations when accumulations are less than 6 inches, and within 36 hours when 6 or more inches of snow accumulate. Snow accumulations and plowing start and stop times will be posted on the City of Ramsey web page, Facebook and the Snowplow Information Hot line @ 763-433-9852.
 - Exceptions: the City of Ramsey PW staff or designated contractor will clear all bituminous bike paths and the following sidewalks. These sidewalks are plowed by city forces due to the possible heavy snow loads from plowing:
 - Sunwood Drive –from Waco St to Armstrong Blvd
 - Riverdale Drive- from the west intersection of 139th Ave to Garnet St
 - Ramsey Blvd- from Sunwood Drive to Hwy 10 (Allina?)
 - 167th Ave-From County Road 5 to the sidewalk termination at 7131 166th Ave.
 - Dysprosium St-from County Road 5 to Bunker Lake Blvd
 - Xkimo St-from Hwy 47 to 142nd Ave
 - Helium St from Alpine Dr to 150th Lane
 - 150th Ln from Helium St to CR 5

Observations:

It should be noted that after researching other communities' sidewalk snow removal policies, the time frame chosen for our policy was close to the standard. Most policies didn't take in to account snow depth, just the time frame for removal. With present personnel levels and equipment, staff could not guarantee we could meet the time frame we are asking our residents to meet. Council may want to take this into account when making their decision on this policy.

Recommendation:

Direct staff to move forward with the proposed policy.

Funding Source:

N/A

Council Action:

Based on discussion

Form Review

Inbox
Kurt Ulrich

Form Started By: Grant Riemer

Reviewed By
Kurt Ulrich

Final Approval Date: 10/06/2011

Date
10/06/2011 03:20 PM
Started On: 09/28/2011 01:06 PM

CC Work Session

3. 1.

Meeting Date: 10/11/2011

By: Jo Thieling, Administrative Services

Title:

Review Future Work Session Topics/Calendar

Background:

The list of future topics and schedule is attached for Council review.

Funding Source:

N/A

Council Action:

No formal action is necessary. For Council review.

Attachments

Future Topics/Calendar

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Jo Thieling	10/04/2011 03:55 PM
Form Started By: Jo Thieling		Started On: 10/04/2011 03:52 PM
	Final Approval Date: 10/04/2011	

**Work Session Calendar
2011**

Month	Date	Topics for Discussion
October	18	<ul style="list-style-type: none"> • Communication Plan for Long Term Road Maintenance (BO/BG) – ½ hour to 45 minutes
October	25	<ul style="list-style-type: none"> • Discuss Snowmobiling within City of Ramsey (JW) • Discuss ISO Rating and Program to Improve (HN)
November	1	<ul style="list-style-type: none"> • Budget Work Session
Others on List – including 2011 Strategic Planning Items		<ul style="list-style-type: none"> • Discuss Ramsey Lions (Lions Den Corner in the Ramsey Resident – and first right of refusal for pull tab sites within the City) Lions should be invited to attend the meeting – (KU?) – Possibly on October 25 or November 1. • 167th & 47 Water Services Extension (AB) • 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
March 5, 2012		<ul style="list-style-type: none"> • Interviews for Boards and Commissions